



TOWN OF DIDSBURY AGENDA
Regular Council Meeting

Tuesday, March 12, 2024, 6:00 pm
Council Chambers 1606 14 Street

	Pages
1. <u>CALL TO ORDER</u>	
2. <u>ADOPTION OF THE AGENDA</u>	
3. <u>DELEGATIONS/PRESENTATIONS</u>	
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• Letter from Honourable Ric McIver, Minister of Municipal Affairs to Reeve Angela Aalbers regarding the awarding of the ACP grant	
11. <u>COUNCIL MEETING HIGHLIGHTS</u>	
12. <u>QUESTION PERIOD</u>	
13. <u>CLOSED MEETING</u>	
13.1 Land Appraisal 2128 21 Avenue as per Section 25 of the FOIP Act	
13.2 2500 15 Avenue Update - as per Section 23 & 24 of the FOIP Act	

- 13.3 21 Avenue Connector Update - as per Section 25 of the FOIP Act
- 13.4 Organizational Update Follow-up as per Section 24 of the FOIP Act
- 13.5 Confidential Evaluations - as per Section 17 of the FOIP Act

14. RECONVENE

15. ADJOURNMENT



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: The Place to Grow.

Mission: Creating the Place to Grow.

MEETING DATE: March 12, 2024
SUBJECT: February 27, 2024 Regular Council Meeting Minutes
ORIGINATING DEPARTMENT: Legislative Services

BACKGROUND/PROPOSAL:

The Minutes of the February 27, 2024 Regular Council Meeting is being presented to Council for their review and approval.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

Council can adopt the Minutes as presented or amended.

ALIGNMENT WITH STRATEGIC PLAN

5. Governance & Organizational Excellence

RECOMMENDATION

To adopt the February 27, 2024 Regular Council Meeting Minutes as presented.



**Minutes of the Town of Didsbury Regular Council Meeting
Held on February 27, 2024 in Council Chambers 1606-14 Street
Commencing at 6:00 p.m.**

- Council Members Present Mayor Rhonda Hunter
 Deputy Mayor Curt Engel
 Councillor John Baswick
 Councillor Joyce McCoy
 Councillor Dorothy Moore
 Councillor Bill Windsor
- Council Members Absent Councillor Ethan Williams – *with regrets*
- Administration Present Chief Administrative Officer, Ethan Gerner
 ACAO/Chief Financial Officer, Amanda Riley
 Director of Engineering & Infrastructure, Craig Fox
 Economic Development Officer, Alexandra Ross
 Tracey Connatty, Planner
 Lee-Ann Gaudette, Development Officer
 Jocelyn Baxter, Municipal Intern/Recording Officer

1. **CALL TO ORDER**
Mayor Hunter called the February 27, 2024 Regular Council Meeting to Order at 6:00 p.m.
2. **ADOPTION OF THE AGENDA**
 Res. 113-24
 MOVED by Deputy Mayor Engel
 To adopt the February 27, 2024 Regular Council Meeting Agenda as presented.
 Motion Carried
3. **DELEGATIONS/PRESENTATIONS**
 - 3.1 **RCMP Detachment 2nd and 3rd Quarter Reports**
 Res. 114-24
 MOVED by Councillor Moore
 To thank Staff Sgt. Stephen Browne for the presentation of the Didsbury RCMP Detachment Second and Third Quarter Reports and accept them as information.
 Motion Carried
4. **ADOPTION OF MINUTES**
 - 4.1 **February 13, 2023 Regular Council Meeting Minutes**
 Res. 115-24
 MOVED by Deputy Mayor Engel
 To adopt the February 13, 2024 Regular Council Meeting Minutes as presented.
 Motion Carried
5. **PUBLIC HEARINGS**
 - 5.1 **Bylaw 2024-01 Portion of SW 18-32-1-5 to Amend Land Use Bylaw 2019-04 and Bylaw 2024-02 Amending Fox Hollow Area Structure Plan**
 Res. 116-24
 MOVED by Councillor Windsor
 To open the Public Hearing for Bylaw 2024-01 to amend the Land Use Bylaw 2019-04 and Bylaw 2024-02 to amend the Fox Hollow Area Structure Plan at 6:35 p.m.
 Motion carried

The public hearing is to consider the following:

1. Bylaw 2024-01 Portion of SW 18-32-1-5 to Amend Land Use Bylaw 2019-04
2. Bylaw 2024-02 Amending the Fox Hollow Area Structure Plan

CAO, Ethan Gorner provided an overview on the purpose and process of public hearings.

Town Planner, Tracey Connatty, presented the changes proposed in the bylaws to amend the Land Use Bylaw and the Fox Hollow Area Structure Plan. Connatty noted a distinct change between first and the proposed second reading is the change in the allowable manufactured home from two years in age to five years.

The applicant spoke to the application and vision for the development.

Mayor Hunter invited those attending the Public hearing to speak to the proposed amendments to the Land Use Bylaw and Fox Hollow Area Structure Plan.

A number of residents spoke to the proposal, for and against.

Res. 117-24

MOVED by Councillor Windsor

To close the Public Hearing for Bylaw 2024-01 to amend the Land Use Bylaw 2019-04 and Bylaw 2024-02 to amend the Fox Hollow Area Structure Plan at 7:44 p.m.

Motion carried

6. REPORTS

6.1 Council Reports for February 27, 2024

Res. 118-24

MOVED by Councillor Moore

To accept the Council Reports for February 27, 2024 as information.

Motion Carried

6.2 Chief Administrative Officer (CAO) Report for February 27, 2024

Res. 119-24

MOVED by Deputy Mayor Engel

To accept the Chief Administrative Officer Report for February 27, 2024 as information.

Motion Carried

7. BYLAWS & POLICIES

7.1 Bylaw 2024-01 Portion of SW 18-31-2-5 Amending Land Use Bylaw 2019-04

Res. 120-24

MOVED by Councillor Windsor

That Council grant second reading of Bylaw 2024-01 Portion of SW 18-31-2-5 to Amend the Land Use Bylaw 2019-04.

Motion Carried

Res. 121-24

MOVED by Councillor Windsor

That Council grant third and final reading of Bylaw 2024-01 Portion of SW 18-31-2-5 to Amend the Land Use Bylaw 2019-04.

Motion Carried

7.2 Bylaw 2024-02 Amending Fox Hollow ASP Bylaw 2008-05

Res. 122-24

MOVED by Councillor Windsor

That Council grant second reading to Bylaw 2024-02 Amending Fox Hollow Area Structure Plan Bylaw 2008-05.

Motion Carried

Res. 123-24

MOVED by Councillor Windsor

That Council grant third and final reading to Bylaw 2024-02 Amending Fox Hollow Area Structure Plan Bylaw 2008-05.

Motion Carried

7.3 Reserve Policy FIN 007-24

Res. 124-24

MOVED by Councillor Moore

To transfer the excess funds of \$297,132.73 from the Solid Waste Reserve to the Water Reserve, leaving a balance of \$50,000 in the Solid Waste Reserve.

Motion Carried

Res. 125-24

MOVED by Councillor Moore

To transfer the interest earned on the Council Community Grant Reserve of \$928.11, the Election Reserve of \$818.98, the Legacy Fund Reserve of \$1,420.69, the Professional Development Reserve of \$667.58, and the Old Fire Hall Reserve of \$3,118.07, for a total of \$6,953.43, to general municipal revenue to offset budgeted revenue from taxes in 2024.

Motion Carried

Res. 126-24

MOVED by Councillor Moore

To re-allocate the opening balances from the Election Reserve of \$10,500 and from the Professional Development Reserve of \$12,475 to the Strategic Initiatives and Contingency Reserve and to eliminate the Election Reserve and the Professional Development Reserve.

Motion Carried

Res. 127-24

MOVED by Councillor Moore

To approve FIN 007-24 - Reserve Policy as presented.

Motion Carried

8. BUSINESS

8.1 Didsbury Art Banner Program

Res. 128-24

MOVED by Councillor McCoy

To approve the Art Banner Program as presented.

Motion Carried

8.2 Current Salary Grid Recommendation

Res. 129-24

MOVED by Councillor Moore

To refer the salary grid review to the Committee of the Whole.

Motion Carried

8.3 Fire Department Water Consumption

Res. 130-24

MOVED by Councillor Moore

To accept the Fire Department Water Consumption report as information.

Motion Carried

8.4 Setting of Committee of the Whole Meetings

Res. 131-24

MOVED by Councillor Windsor

To set the third Tuesday of each month as a virtual Committee of the Whole Meeting until the committee business has been addressed, and thereafter when business arises.

Motion Defeated

Res. 132-24

MOVED by Councillor McCoy

To set a virtual Committee of the Whole meeting for March 19th, 2024 at 5:30 p.m.

Motion Carried

8.5 Year-end Deficit - DOSCA

Res. 133-24

MOVED by Councillor McCoy

To refer the creation of an internal borrowing repayment plan for the 2023 DOSCA deficit to the Financial Planning Committee.

Motion Carried

8.6 Setting of Next Budget Meeting

Res. 134-24

MOVED by Councillor Baswick

To set the Spring 2024 Budget Meeting for Monday, March 18, 2024 at 5:30 p.m.

Motion Carried

8.7 Year-end Budget to Actual Reconciliation - Utilities Department

Res. 135-24

MOVED by Deputy Mayor Engel

To approve to transfer the 2023 water department surplus of \$51,745 to the Water Reserve.

Motion Carried

Res. 136-24

MOVED by Deputy Mayor Engel

To approve to transfer the 2023 wastewater department surplus of \$88,465.70 to the Wastewater Reserve.

Motion Carried

Res. 137-24

MOVED by Deputy Mayor Engel

To accept the 2023 solid waste year-end budget to actual reconciliation as information.

Motion Carried

8.8 Year-end Operating Budget Surplus

Res. 138-24

MOVED by Councillor Windsor

To defer the 2023 Year End Operating Surplus to the March 12, 2024 Regular Council Meeting.

Motion Carried

9. CORRESPONDENCE & INFORMATION

9.1 Infrastructure Canada – Green and Inclusive Community Buildings Program Letter

Res. 139-24

MOVED by Councillor Moore

To accept the correspondence, Infrastructure Canada – Green and Inclusive Community Buildings Program Letter, as information.

Motion Carried

10. **COUNCIL MEETING HIGHLIGHTS**

- Didsbury Art Banner Program
- FIN 007-24 Reserve Policy
- Public Hearing for Bylaw 2024-02 and 2024-02
- Chief Administrative Officer Report
- Setting of Next Budget Meeting
- RCMP 2nd and 3rd Quarter Reports
- Fire Department Water Consumption Report

11. **QUESTION PERIOD**

12. **CLOSED MEETING**

Res. 140-24

MOVED by Deputy Mayor Engel

To go into Closed meeting for the following items at 9:14 p.m.

- 12.1 CAEP Update - as per Section 16 of the FOIP Act
- 12.2 RCMP Staff Sergeant Update - as per Section 21 of the FOIP Act
- 12.3 Organizational Update Follow-up - as per Section 24 of the FOIP Act
- 12.4 Water Services Agreement - as per Section 23 & 24 of the FOIP Act
- 12.5 MVSH Land and Legal Updates - as per Section 16 & 17 of the FOIP Act
- 12.6 2128-21 Avenue Land Appraisal - as per Section 25 of the FOIP Act
- 12.7 2500-15 Avenue Update - as per Section 23 & 24 of the FOIP Act
- 12.8 Confidential Evaluations - as per Section 17 of the FOIP Act

Motion Carried

Councillor Baswick left the meeting at 9:15 p.m.

13. **RECONVENE**

Res. 141-24

MOVED by Deputy Mayor Engel

To return to Open Meeting at 9:57 p.m.

Motion Carried

Res. 142-24

MOVED by Councillor Moore

To accept the CAEP update as information.

Motion Carried

Res. 143-24

MOVED by Deputy Mayor Engel

To accept the RCMP Staff Sergeant Update as information and have administration review processes with respect to public safety at Town facilities and bring back procedures to Council for review and recommendation.

Motion Carried

Res. 144-24

MOVED by Councillor Windsor

To bring the Mountain View Regional Water Services Commission Water Supply Agreement to the March 12, 2024 Regular Council Meeting for consideration of approval.

Motion Carried

Res. 145-24

MOVED by Councillor Moore

To accept the Mountain View Seniors' Housing Land and Legal Updates as information.

Motion Carried

Res. 146-24

MOVED by Councillor McCoy

To bring back the 2128-21 Avenue Land Appraisal item to the March 12, 2024 Regular Council Meeting in Closed Meeting with additional information regarding land titles, comparables, and zoning for review and recommendation.

Motion Carried

Res. 147-24

MOVED by Councillor Windsor

To defer items *12.3 - Organizational Update Follow-up; 12.7 - 2500-15 Avenue Update; and 12.8 - Confidential Evaluations* to the March 12, 2024 Regular Council Meeting.

Motion Carried

14. ADJOURNMENT

Res. 148-24

MOVED by Deputy Mayor Engel

To adjourn the February 27, 2024 Regular Council meeting at 10:00 p.m.

Motion Carried



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: The Place to Grow.

Mission: Creating the Place to Grow.

MEETING DATE: March 12, 2024
SUBJECT: Council Reports
ORIGINATING DEPARTMENT: Legislative Services

BACKGROUND/PROPOSAL:

Council Members will each provide a verbal and/or written report on any business or committee activity in which they have participated.

To help Council with reporting to Council, below are excerpts from Council Professional Development Policy COUN 001-22 and Council Remuneration Policy COUN 004-24:

Policy COUN 001-22 - section 1.1 Definitions:

Professional Development means annual conventions, conferences, courses, seminars, workshops, orientation, and other training opportunities that are related to municipal governance.

Policy COUN 001-22 - section 2.8:

Council members are expected to report back to Council on their professional development experiences, either written or verbally at a Council meeting.

Policy COUN 004-24 – section 7.1 Council Reports:

Professional Development time is only claimable when the Council Expense Claim Form is accompanied by a written report.

COUNCIL PROFESSIONAL DEVELOPMENT FOR MARCH

March 14-15, 2024 Spring Municipal Leaders' Caucus – Edmonton AB

- Mayor Rhonda Hunter
- Councillor John Baswick
- Councillor Joyce McCoy
- Councillor Dorothy Moore

ALIGNMENT WITH STRATEGIC PLAN

5. Governance & Organizational Excellence

RECOMMENDATION

To accept the Council Reports for March 12, 2024 as information.



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: The Place to Grow.

Mission: Creating the Place to Grow.

MEETING DATE: March 12, 2024
SUBJECT: CAO Report
ORIGINATING DEPARTMENT: Legislative Services

BACKGROUND/PROPOSAL:

Please see attached information for the Chief Administrative Officer (CAO) Report for March 12, 2024.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

During the CAO Report, Council will have the opportunity to ask questions to the CAO and to make motions for information they would like Administration to bring back to a future Council meeting.

ALIGNMENT WITH STRATEGIC PLAN

5. Governance & Organizational Excellence

RECOMMENDATION

To accept the Chief Administrative Officer Report for March 12, 2024 as information.



CAO Report – March 12, 2024

1. **2023 Fourth Quarter Financial Report** (Corporate Services)

Please find attached the fourth quarter Capital and Operating Financial Report from the Corporate Services department.

2. **Sanitary Lagoon Water Access Agreement Update** (Engineering and Infrastructure)

TransGlobe Energy Services has begun site work at the sanitary lagoon in preparation for the water diversion as agreed.

4th Quarter Financial Report
Capital

Town of Didsbury
4th Quarter Financial Report
2023 Capital Budget Progress as of December 31, 2023

2023 CAPITAL BUDGET ³		Capital Spending			Budgeted Funding						
Asset	Dept ¹	Actual to December 31, 2023	Budget	Status ²	Operations	Reserves	Grants	Debt	Other / External	Sales Proceeds	TOTAL
Land											
Land Purchase for Future Right of Way	EI	270,000	270,000	C		270,000					270,000
Land Improvements											
RCMP Detachment Parking Lot Expansion (overage approved 054-24)	EI	65,083	50,000	C	-	14,000	-	-	36,000	-	50,000
Infrastructure											
20th Street Asphalt Mill & Overlay	EI	267,418	300,000	C	-	-	300,000	-	-	-	300,000
Buildings											
Memorial Complex Lobby Improvements	RCS	24,391	50,000	C	-	50,000	-	-	-	-	50,000
Train Station Exterior Painting	RCS	52,778	65,000	C	-	32,500	32,500	-	-	-	65,000
Curling Rink HVAC Replacements [2]	RCS	45,580	55,000	C	-	55,000	-	-	-	-	55,000
Didsbury Neighbourhood Place Ramp & Entrance Improvements	RCS	13,835	26,924	IP	4,487	-	22,437	-	-	-	26,924
RCMP Furniture Upgrades	EI	58,388	60,000	C	-	60,000	-	-	-	-	60,000
Vehicles											
Vehicle Replacement Plan [2]	EI	146,907	150,000	C	-	150,000	-	-	-	-	150,000
Equipment											
Skid Steer & Rough-Cut Mower Attachment	EI	118,630	130,000	C	-	130,000	-	-	-	-	130,000
Leak Detector	EI	6,450	6,450	C	6,450	-	-	-	-	-	6,450
Scoreboard	RCS	14,487	15,000	C	-	-	-	-	15,000	-	15,000
		1,083,947	1,178,374		10,937	761,500	354,937	-	51,000	-	1,178,374

4th Quarter Financial Report
Capital

Town of Didsbury
4th Quarter Financial Report
2023 Capital Budget Progress as of December 31, 2023

ADDITIONAL CAPITAL PROJECTS APPROVED BY COUNCIL RESOLUTION ⁴ :											
Asset	Dept ¹	Actual to December 31, 2023	Budget	Status ²	Operations	Reserves	Grants	Debt	Other	Sales Proceeds	TOTAL
Old Fire Hall Weatherproofing	EI	6,407	15,000	C	-	15,000	-	-	-	-	15,000

2022 CAPITAL PROJECTS CARRIED OVER ⁵ :											
Asset	Dept ¹	Actual to December 31, 2023	Budget	Status ²	Operations	Reserves	Grants	Debt	Other	Sales Proceeds	TOTAL
Infrastructure											
23 Street / Hwy 582 Intersection Improvement	EI	1,299,832	1,611,000	C	-	-	861,000	-	750,000	-	1,611,000
Land Improvements											
Didsbury Memorial Complex Outlying Plan Pathway & Landscaping Phase 1	RCS	62,369	150,000	IP	-	75,000	75,000	-	-	-	150,000
Columbarium Purchase & Installation	EI	37,877	35,000	C	-	-	-	-	35,000	-	35,000
Buildings											
Fire Hall Emergency Backup Generator	CS	83,798	100,000	IP	-	56,300	-	-	43,700	-	100,000
Vehicles											
Didsbury Fire Department Rescue Vehicle	CS	461,809	735,000	IP	-	350,000	-	-	350,000	35,000	735,000
Equipment											
Municipal Enforcement Radio Replacement	CS	25,628	30,000	C	-	30,000	-	-	-	-	30,000

2021 CAPITAL PROJECTS CARRIED OVER ⁶ :											
Asset	Dept ¹	Actual to December 31, 2023	Budget	Status ²	Operations	Reserves	Grants	Debt	Other	Sales Proceeds	TOTAL
Southridge Sewage Lift Station Emergency Backup Generator	EI	26,972	28,000	C	-	26,000	-	-	-	2,000	28,000

2020 CAPITAL PROJECTS CARRIED OVER ⁷ :											
Asset	Dept ¹	Actual to December 31, 2023	Budget	Status ²	Operations	Reserves	Grants	Debt	Other	Sales Proceeds	TOTAL
East Reservoir Design Phase	EI	87,115	175,000	IP	-	-	-	-	175,000	-	175,000
Pedestrian Connectivity - Memorial Park	EI	59,044	74,000	C	-	-	74,000	-	-	-	74,000

¹ Dept: Engineering & Infrastructure ("EI"), Recreation & Community Services ("RCS"), Corporate Services ("CS")

² Status: Not started ("NS"), In Progress ("IP"), Completed ("C")

³ 2023 Capital Budget Approved January 10, 2023; Amendments January 24, 2023 (Res#038-23), March 14, 2023 (Res#120-23 & Res#121-23), March 28, 2023 (Res#173-23), May 23, 2023 (Res#283-23), Jan 9, 2024 (Res#008-24)

⁴ Additional Capital Projects Approved By Motion; March 8, 2022 (Res#116-22), June 22, 2021 (Res#322-21), July 12, 2022 (Res#379-22), September 13, 2022 (Res#429-22)

⁵ 2022 Capital Budget Approved January 11, 2022; Amendments March 22, 2022 (Res#166-22), April 26, 2022 (Res#248-22), June 14, 2022 (Res#329-22), September 13, 2022 (Res#427-22 & Res#428-2), October 25, 2022 (Res#506-22), November 8, 2022 (Res#541-22), April 25, 2023 (Res#234-23), May 9, 2023 (Res#257-23), July 11, 2023 (Res#361-23)

⁶ 2021 Capital Budget Approved January 26, 2021; Amendments February 9, 2021 (Res#054-21), April 13, 2021 (Res#164-21), June 22, 2021 (Res#317-21), September 14, 2021 (Res#382-21), September 28, 2021 (Res#415-21), October 12,

⁷ 2020 Capital Budget Approved February 11, 2020 (Res#056-20); Amendments April 28, 2020 (Res#137-20), October 13, 2020 (Res#372-20), May 9, 2023 (Res#256-23)

4th Quarter Financial Report
Capital

Town of Didsbury
4th Quarter Financial Report
Capital Projects Status Updates as of December 31, 2023

2023 CAPITAL BUDGET		Q4 PROGRESS	
Asset	Status		
Land			
Land Purchase for Future Right of Way	C		Purchase complete; no invoices outstanding
Land Improvements			
RCMP Detachment Parking Lot Expansion	C		Project complete; warranty period has begun
Infrastructure			
20th Street Asphalt Mill & Overlay	C		Project complete; warranty period has begun
Buildings			
Memorial Complex Lobby Improvements	C		Project complete; no invoices outstanding
Train Station Exterior Painting	C		Project complete; no invoices outstanding
Curling Rink HVAC Replacements [2]	C		Project complete; no invoices outstanding
Didsbury Neighbourhood Place Ramp & Entrance Improvements	IP		Electrical work complete; ramp construction planned to occur in Spring 2024
RCMP Furniture Upgrades	C		Project complete; no invoices outstanding
Vehicles			
Vehicle Replacement Plan [2]	C		Purchases complete; no invoices outstanding
Equipment			
Skid Steer & Rough-Cut Mower Attachment	C		Purchase complete; no invoices outstanding
Leak Detector	C		Purchase complete; no invoices outstanding
Scoreboard	C		Purchase complete; no invoices outstanding

ADDITIONAL CAPITAL PROJECTS APPROVED BY COUNCIL RESOLUTION:			
Asset	Status		
Old Fire Hall Weatherproofing	C		Project complete; no invoices outstanding

2022 CAPITAL PROJECTS CARRIED OVER:			
Asset	Status		
Infrastructure			
23 Street / Hwy 582 Intersection Improvement	C		Project complete; warranty period has begun
Land Improvements			
Didsbury Memorial Complex Outlying Plan Pathway & Landscaping Phase 1	IP		Pathway is complete; landscaping planned to occur in Spring 2024
Columbarium Purchase & Installation	C		Project complete; no invoices outstanding
Buildings			
Fire Hall Emergency Backup Generator	IP		Project in progress; generator purchased; asset not connected at year end
Vehicles			
Didsbury Fire Department Rescue Vehicle	IP		Deposit paid March 2022; Chassis deposit paid in August 2023; Rescue delivered February 2024
Equipment			
Municipal Enforcement Radio Replacement	C		Purchase complete; no invoices outstanding

2021 CAPITAL PROJECTS CARRIED OVER:			
Asset	Status		
Southridge Sewage Lift Station Emergency Backup Generator	C		Project complete; no invoices outstanding

2020 CAPITAL PROJECTS CARRIED OVER:			
Asset	Status		
East Reservoir Design Phase	IP		East Reservoir Design ongoing
Pedestrian Connectivity - Memorial Park	C		Project complete; warranty period has begun

4th Quarter Financial Report
Reserves

Town of Didsbury 2023 4th Quarter Financial Report Reserves Continuity Schedule as of December 31, 2023														
	January 1, 2023 Actual	Transfers In (YTD)	Interest (YTD)	Transfers Out (YTD)	December 31, 2023 Balance	Budgeted Transfers to Reserves (committed)	Capital Budget Transfers from Reserves (committed)	2023 Operating Budget Transfers from Reserves (committed)	Transfers from Reserves Approved by Resolution (committed)	Resolution #	Reserve Available at 2023 12 31	2024 Adjustments Outstanding/ Committed	Adjusted Reserve Balance (2024) Before Budgeted Transfers	Notes
General (to be closed)	574,181	-	28,283	(147,689)	454,775	-	-	(1,000)	(15,000)	431-23	438,775	(438,775)	-	1
Strategic Initiatives & Contingency	134,416	119,436	7,598	(75,000)	186,450	-	-	-	-	-	186,450	342,314	528,764	2
Council Community Grants	30,276	-	652	(29,900)	1,028	-	-	-	-	-	1,028	(928)	100	
Election (to be closed)	10,744	-	575	-	11,319	-	-	-	-	-	11,319	(11,319)	-	
Municipal Reserve Fund	64,515	3,419	3,294	(8,000)	63,229	-	-	-	-	-	63,229	-	63,229	
Legacy Fund	17,767	-	951	-	18,718	-	-	-	(17,297)	385-21; 386-21	1,421	(1,421)	-	3
Professional Development (to be closed)	12,475	-	668	-	13,143	-	-	-	-	-	13,143	(13,143)	-	
General reserve	844,375	122,855	42,021	(260,589)	748,662	-	-	(1,000)	(32,297)	-	715,365	(123,272)	592,093	
Old Fire Hall / Film Location (2101 19 Avenue)	27,137	-	1,481	-	28,618	-	-	-	-	-	28,618	(3,118)	25,500	
Fire Vehicle & Equipment	401,785	90,000	20,074	(203,601)	308,259	-	(165,960)	-	-	-	142,299	-	142,299	4
Firehall	28,739	5,000	1,615	-	35,354	-	-	-	-	-	35,354	40,323	75,677	
Fire Dept Operating (to be closed)	25,819	-	1,410	-	27,229	-	-	-	-	-	27,229	(27,229)	-	
Fire Dept Small Capital Equipment (to be closed)	12,417	-	678	-	13,094	-	-	-	-	-	13,094	(13,094)	-	
RCMP	16,974	10,000	2,564	(29,365)	173	-	-	-	-	-	173	-	173	
Contract Policing	447,959	-	16,892	(3,127)	461,724	-	-	-	-	-	461,724	(411,724)	50,000	5
Municipal Enforcement	110,983	15,000	6,074	(25,628)	106,429	-	-	-	-	-	106,429	-	106,429	
Protective Services reserve	1,071,813	120,000	50,789	(261,721)	980,880	-	(165,960)	-	-	-	814,920	(414,842)	400,078	
O&M Vehicle & Equipment Replacement	858,942	207,000	29,583	(535,537)	559,988	-	-	-	-	-	559,988	138,776	698,764	
Snow Removal	36,846	-	2,010	-	38,856	-	-	-	-	-	38,856	-	38,856	
Water	1,176,684	518,065	64,186	-	1,758,935	-	-	-	-	-	1,758,935	664,013	2,422,948	6
Water Offsite Levy	183,014	8,047	9,983	(613)	200,431	-	(87,272)	-	-	-	113,159	-	113,159	7
Water Dstribution Offsite Levies (to be closed)	59,654	613	2,854	(63,121)	-	-	-	-	-	-	-	-	-	
Wastewater	1,055,618	189,526	57,582	-	1,302,726	-	-	-	-	-	1,302,726	-	1,302,726	
Wastewater (unfunded)	408,205	-	-	(9,349)	398,856	-	-	-	-	-	398,856	-	398,856	
Wastewater Offsite Levy	88,632	46,979	4,890	-	140,501	-	-	-	-	-	140,501	-	140,501	
Solid Waste	347,549	-	18,958	(19,374)	347,133	-	-	-	-	-	347,133	(297,133)	50,000	8
Roads & Sidewalks	-	-	-	-	-	-	-	-	-	-	-	119,436	119,436	
Public Works reserve	4,215,144	970,230	190,045	(627,995)	4,747,426	-	(87,272)	-	-	-	4,660,154	625,092	5,285,246	
Cemetery and Columbaria	20,378	-	1,165	-	21,543	-	-	-	-	-	21,543	-	21,543	
DOSCA (unfunded)	11,271	-	-	-	11,271	-	-	-	-	-	11,271	-	11,271	
Economic Development & Tourism	115,865	-	6,623	(415)	122,073	-	-	-	-	-	122,073	-	122,073	
Train Station	43,200	-	1,870	(28,541)	16,529	-	-	-	-	-	16,529	-	16,529	
Pathway & Trails	176,012	8,475	8,631	(71,790)	121,328	-	(69,830)	-	-	-	51,498	-	51,498	9
Vehicle & Equipment Replacement	85,821	50,000	2,956	-	138,776	-	-	-	-	-	138,776	(138,776)	-	
Didsbury Memorial Complex	458,923	244,700	22,517	(190,961)	535,179	-	-	-	-	-	535,179	-	535,179	
Campground	32,688	-	253	(32,941)	-	-	-	-	-	-	-	-	-	
Community/Recreation Services reserve	944,157	303,175	44,015	(324,648)	966,699	-	(69,830)	-	-	-	896,869	(138,776)	758,093	
Total	7,075,489	1,516,260	326,870	(1,474,953)	7,443,667	-	(323,062)	(1,000)	(32,297)	-	7,087,308	(51,798)	7,035,510	10

4th Quarter Financial Report
Reserves

Town of Didsbury
2023 4th Quarter Financial Report
Reserves Continuity Schedule as of December 31, 2023

Notes

1. General Reserve approved transfers outstanding: \$1,000 to fund the completion of MDP; \$15,000 to fund the Housing Needs Assessment (as part of the MDP)(431-23).
2. Strategic Initiative & Contingency. Of the total balance, \$119,436 is committed to a 'future road project' as approved in the 2023 budget and is to be reallocated to the Roads and Sidewalks Reserve in 2024.
3. Legacy Fund approved transfers outstanding: \$15,296.89 for future development of interior community mural (385-21); \$2,000 for athletic scholarship (386-21).
4. Fire Vehicle & Equipment transfers outstanding: \$46,864 for Didsbury's portion of the emergency backup generator; \$119,096 of \$350,000 for Didsbury's remaining portion of Rescue (2022 capital budget).
5. RCMP operating transfers outstanding approved in early 2024 include \$366,881 to the Water Reserve for the East Reservoir (056-24) and \$44,844 for the outstanding retroactive pay invoice due March 31, 2025 (055-24).
6. In early 2024, approved transfers into the water reserve include \$366,881 from the RCMP Operating Reserve (056-24) and \$297,133 from the Solid Waste Reserve (124-24).
7. Water offsite levies transfers outstanding: \$87,886 of \$175,000 for East Reservoir Design Phase (2020 capital budget).
8. Solid Waste Reserve transfers outstanding: \$297,133 to Water Reserve to maintain balance of \$50,000 in Solid Waste Reserve.
9. Pathway & trail reserve transfer outstanding: \$69,830.26 for Memorial Complex Outlying Plan Pathway project (2022 capital budget).
10. Transfers that occurred in 2024 will reduce overall reserve balances by \$6,954, approved in 125-24.

4th Quarter Financial Report
Grants

Town of Didsbury
2023 4th Quarter Financial Report
Capital Grants Continuity Schedule as of December 31, 2023

	January 1, 2023	2023 Grant Allocation	Interest (YTD)	2023 Actual Expenditures (YTD)	December 31, 2023 Balance	Expenditures Projected - Unfinished Projects	Dec 31, 2023 Available	Notes
Municipal Sustainability Initiative Grant (MSI)	1,405,388	540,506	69,314	(349,321)	1,665,888	-	1,665,888	
Canada Community Building Fund (CCBF)	1,124,670	329,785	44,970	(1,186,398)	313,027	-	313,027	
Total	2,530,059	870,291	114,284	(1,535,718)	1,978,915	-	1,978,915	

4th Quarter Financial Report
Budget vs Actual Comparison by Department

Town of Didsbury											
4th Quarter Financial Report											
Revenues and Expenditures by Department											
(October 1, 2023 to December 31, 2023)											
Budget vs Actual Comparison											
by DEPARTMENT											
	2023 Actual					at December 31, 2023	Amortization Adjustment	at December 31, 2023 [no amortization]	2023 Budget		Notes
	Quarter 1	Quarter 2	Quarter 3	Quarter 4	at December 31, 2023				Approved March 28, 2023	% of Budget	
Revenue - by department											
Net municipal taxes											
Total Property Taxes	-	7,055,182	6,949	(1,329)	7,060,802	-	7,060,802	7,054,785	100%		
LESS Requisitions	(449,190)	(512,631)	(449,190)	(522,857)	(1,933,868)	-	(1,933,868)	(1,933,829)	100%		
Net municipal taxes	(449,190)	6,542,551	(442,241)	(524,186)	5,126,934	-	5,126,934	5,120,956	100%		
General municipal revenue	375,836	335,712	408,679	286,256	1,406,483	-	1,406,483	1,130,000	124%	1	
Council	-	34,950	10,500	250	45,700	-	45,700	30,000	152%	2	
General Government	21,822	81,440	228,189	74,517	405,967	-	405,967	314,571	129%		
Protective Services											
RCMP	81,328	42,209	36,213	241,100	400,850	-	400,850	385,764	104%		
Fire Department	89,726	37,253	152,200	35,281	314,460	-	314,460	247,239	127%	3	
Municipal Enforcement	27,415	12,101	7,385	1,930	48,831	-	48,831	56,000	87%	4	
	198,469	91,562	195,799	278,311	764,141	-	764,141	689,003	111%		
Community Services											
FCSS	56,313	124,334	90,053	(88,905)	181,795	-	181,795	173,984	104%		
DOSCA	25,877	66,322	71,471	31,417	195,087	-	195,087	207,630	94%	5	
Didsbury Neighborhood Place	130	7,760	260	22,920	31,070	-	31,070	39,525	79%	6	
	82,320	198,416	161,784	(34,568)	407,952	-	407,952	421,139	97%		
Recreation & Community Facilities											
Arena	73,005	228,223	38,406	101,707	441,341	-	441,341	425,075	104%		
Aquatics	49,105	261,259	130,138	53,088	493,590	-	493,590	432,975	114%		
Curling Rink	17,239	2,102	6,026	7,785	33,152	-	33,152	35,000	95%		
Parks	330	12,444	3,858	51,024	67,656	-	67,656	24,250	279%	7	
MPR	4,341	3,525	4,492	6,083	18,441	-	18,441	9,000	205%	8	
Concession	2,886	3,131	4,980	4,621	15,619	-	15,619	12,000	130%		
Train Station	2,012	1,828	2,185	2,112	8,137	-	8,137	10,000	81%		
Memorial Complex	12,170	6,034	179	76	18,459	-	18,459	10,000	185%	9	
Campground	10,414	19,000	34,710	21,613	85,737	-	85,737	68,000	126%		
Community Hall	1,355	2,070	(220)	338	3,543	-	3,543	3,000	118%		
	172,857	539,616	224,754	248,448	1,185,675	-	1,185,675	1,029,300	115%		
Engineering & Infrastructure											
Roads and Streets	62,508	25,985	118,561	(46,141)	160,913	-	160,913	78,400	205%	10	
Cemetery	1,950	3,950	7,050	2,175	15,125	-	15,125	27,000	56%		
	64,458	29,935	125,611	(43,966)	176,038	-	176,038	105,400	167%		
Utilities											
Water Utility	511,401	626,811	532,231	519,682	2,190,125	-	2,190,125	2,003,433	109%		
Wastewater Utility	176,852	193,774	238,379	187,087	796,092	-	796,092	728,401	109%		
Solid Waste Utility	129,767	131,100	130,039	149,391	540,297	-	540,297	568,280	95%		
	818,020	951,685	900,649	856,160	3,526,514	-	3,526,514	3,300,114	107%		
Planning and Development											
Planning and Development	38,581	15,212	47,004	60,661	161,458	-	161,458	124,500	130%		
Economic Development	34,678	11,927	3,635	200	50,440	-	50,440	38,000	133%	11	
Subdivision	-	-	-	-	-	-	-	240,595	0%	12	
	73,259	27,139	50,639	60,861	211,898	-	211,898	403,095	53%		
Culture and Other Facilities											
Library	-	42,632	75,000	1,827	119,459	-	119,459	117,632	102%		
	-	42,632	75,000	1,827	119,459	-	119,459	117,632	102%		
Total Operating Revenue	1,357,852	8,875,637	1,939,363	1,203,909	13,376,761	-	13,376,761	12,661,210	106%		

4th Quarter Financial Report
Budget vs Actual Comparison by Department

Town of Didsbury												
4th Quarter Financial Report												
Revenues and Expenditures by Department												
(October 1, 2023 to December 31, 2023)												
Budget vs Actual Comparison												
by DEPARTMENT												
	2023 Actual							2023 Budget				
	Quarter 1	Quarter 2	Quarter 3	Quarter 4	at December 31, 2023	Amortization Adjustment	at December 31, 2023 [no amortization]	Approved March 28, 2023	% of Budget	Notes		
<i>Expenditures - by department</i>												
Council	65,622	87,076	89,277	56,746	298,721	-	298,721	295,572	101%			
General Government	192,335	368,236	456,556	63,597	1,080,724	(53,151)	1,027,573	759,059	135%	13		
Communications & Community Relations	31,622	36,689	71,184	57,052	196,548	(6,973)	189,575	194,880	97%			
Protective Services												
RCMP	183,101	286,395	207,379	253,102	929,976	(37,385)	892,591	926,775	96%			
Fire Department	90,607	148,393	112,283	466,769	818,052	(192,847)	625,205	626,310	100%			
Municipal Enforcement	93,489	85,004	95,879	128,791	403,163	(14,410)	388,753	393,234	99%			
	367,197	519,791	415,541	848,662	2,151,191	(244,642)	1,906,549	1,946,319	98%			
Community Services												
FCSS	50,443	59,783	49,101	70,678	230,004	-	230,004	253,553	91%			
DOSCA	39,655	45,699	84,429	58,758	228,541	-	228,541	207,630	110%	5		
Didsbury Neighborhood Place	6,927	8,184	7,257	8,702	31,070	-	31,070	39,525	79%	6		
	97,025	113,665	140,787	138,138	489,615	-	489,615	500,708	98%			
Recreation & Community Facilities												
Arena	153,190	149,626	147,683	489,197	939,696	(88,861)	850,835	796,497	107%			
Aquatics	142,322	155,844	176,376	435,365	909,906	(115,201)	794,705	841,738	94%			
Ice Plant	23,271	15,684	34,875	(64,899)	8,931	(8,931)	-	-	-			
Curling Rink	21,028	32,855	12,441	125,790	192,114	(29,601)	162,513	154,618	105%			
Parks	37,500	92,119	92,901	250,737	473,257	(122,931)	350,326	355,220	99%			
MPR	7,084	6,072	5,052	27,427	45,635	(3,799)	41,836	43,480	96%			
Concession	134	-	-	-	134	-	134	4,500	3%			
Train Station	10,208	12,323	26,753	12,486	61,769	(2,639)	59,130	57,547	103%			
Memorial Complex	43,692	44,478	53,962	106,500	248,632	(23,216)	225,416	229,180	98%			
Campground	11,013	21,439	19,911	28,513	80,876	(2,854)	78,022	76,353	102%			
Community Hall	2,978	6,345	(1,051)	6,399	14,671	(4,392)	10,279	23,750	43%			
Other community facilities	1,474	3,654	2,830	2,128	10,085	-	10,085	17,171	59%			
	453,894	540,436	571,732	1,419,644	2,985,706	(402,425)	2,583,281	2,600,054	99%			
Public Works												
Roads and Streets	377,337	347,862	398,187	1,608,149	2,731,535	(966,680)	1,764,855	1,805,358	98%			
Cemetery	10,731	14,370	18,083	6,879	50,063	(379)	49,684	76,840	65%			
	388,068	362,232	416,270	1,615,029	2,781,598	(967,059)	1,814,539	1,882,198	96%			
Emergency Management	6,176	11,803	7,720	8,940	34,639	-	34,639	35,973	96%			
Utilities												
Water Utility	376,184	453,763	302,001	1,174,069	2,306,017	(115,892)	2,190,125	2,003,433	109%			
Wastewater Utility	72,145	164,137	72,789	1,017,412	1,326,482	(530,390)	796,092	728,401	109%			
Solid Waste Utility	126,836	128,160	122,435	162,867	540,297	-	540,297	568,280	95%			
	575,165	746,059	497,225	2,354,348	4,172,796	(646,282)	3,526,514	3,300,114	107%			
Planning and Development												
Planning and Development	93,072	82,546	138,571	111,159	425,348	-	425,348	395,560	108%			
Economic Development	32,452	53,261	43,007	42,577	171,297	-	171,297	175,235	98%			
Subdivision	91,599	77,157	675	72,034	241,465	-	241,465	240,595	100%			
	217,123	212,963	182,253	225,771	838,110	-	838,110	811,390	103%			
Culture												
Museum	190	31,320	141	130	31,781	-	31,781	31,500	101%			
Library	86,229	144,156	75,592	11,343	317,320	(6,615)	310,705	303,443	102%			
	86,419	175,477	75,733	11,473	349,101	(6,615)	342,486	334,943	102%			
Total Expenditures	2,480,646	3,174,428	2,924,277	6,799,398	15,378,749	(2,327,147)	13,051,602	12,661,210	103%			
	(1,122,794)	5,701,210	(984,915)	(5,595,489)	(2,001,988)	2,327,147	325,159	-				

4th Quarter Financial Report
Budget vs Actual Comparison by Department

Town of Didsbury											
4th Quarter Financial Report											
Revenues and Expenditures by Department											
(October 1, 2023 to December 31, 2023)											

Budget vs Actual Comparison

by DEPARTMENT

2023 Actual					2023 Budget		% of Budget	Notes
Quarter 1	Quarter 2	Quarter 3	Quarter 4	at December 31, 2023	Amortization Adjustment	at December 31, 2023 [no amortization]		

<p>Notes</p> <p>The Budget vs Actual Comparison for the year is depicted by department and by object. The net surplus before amortization is \$325,159. This ties into the Budget vs Actual Comparison by Object by adding the net surplus after amortization of \$314,619 plus the net gain of \$10,543 to total \$325,159.</p> <p>A summary of significant difference between budget to actual are listed below and noted on the Budget vs Actual Comparison by Department.</p> <ol style="list-style-type: none"> 1. General municipal revenue is made up of investment income, franchise fees and penalties on taxes. While Franchise Fees were 2% lower than budget, Penalties on Taxes and Investment Income were much stronger. See Note 2 on the Budget vs Actual Comparison by Object for further explanation. 2. Council revenues includes transfers from reserves of \$7800 to complete payment for the strategic plan consultant approved by resolution in 2022, \$8,000 for a donation to Bethany Care pathway and \$29,900 to fund community grant payments to date. 3. Fire department revenues were higher than expected in 2023 with revenues from wildfire deployment totalling \$104,453, shareable with Mountain View County, and billable fire calls coming in approximately \$24,000 higher than budget. 4. Municipal Enforcement revenue was lower than budget due to the termination of the MVC Animal Contract mid-year; the budget was planned to have the revenue for the full year. 5. DOSCA revenue is lower than budget by about \$10,000 and the department has experienced an overall deficit of about \$33,000 which Council is currently contemplating how to fund. 6. DNP earns revenue from an FCSS grant to offset its expenditures in the year. Since DNP expenses were lower than budget, the offsetting revenue was also lower. 7. Parks revenue is much higher than budget due to \$46,770 from the Active Transportation Fund grant used for the development of a Pedestrian Connectivity Master Plan. The corresponding expense is in the Parks expense line. 8. MPR revenue was stronger than budget with a very active rental market for the year. 9. Memorial complex realized some unbudgeted revenue for the rental of the parking lot for Filming during the year that totalled \$7650 10. Roads and Streets revenue is more than budgeted mainly due to stronger bulk water sales which are \$58,555 higher than budget; and a recognized gain for accounting of \$26,629 on the sale of a 2008 Dodge 1500, 2007 Komatsu Skidsteer and 2008 Ford F250. 11. Unbudgeted revenues from renting the old town office for filming amounting to \$5,000 occurred in 2023 and is in the economic development revenue line. 12. The subdivision had no lot sales that occurred in 2023. Since the subdivision is budgeted to break even and have no impact on taxes, the deficit of this department is normally transferred to an internal loan that is intended to be paid back once the lots in Shantz Crossing are sold. 13. The expenses in General Government are much higher than budgeted as the transfer of the investment income into the reserve that occurs is recorded here. See Note 2 on the Budget vs Actual Comparison by Object for further explanation. 	
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Budget vs. Actual Comparison
by OBJECT

	2023 Actual at December 31, 2023	2023 Budget Approved March 28, 2023	% of Budget	Notes
Revenue				
Total Property taxes	7,060,802	7,054,785	100%	
LESS Requisitions	(1,933,868)	(1,933,829)	100%	
Net municipal taxation (Tax Revenues)	5,126,934	5,120,956	100%	
Utility user charges	3,384,392	3,242,114	104%	
Government operating grants	1,481,451	1,434,498	103%	
Sales and user fees	1,277,663	1,174,547	109%	
Lot sales	-	240,595	0%	1
Franchise fees	870,944	890,000	98%	
Penalties	124,429	101,000	123%	
Fine revenue	26,233	22,500	117%	
Licence fees	62,604	56,000	112%	
Permit fees	106,201	72,000	148%	
Investment income	423,437	75,000	565%	2
Other revenue	290,554	37,000	785%	3
From reserve	175,288	195,000	90%	
Total - Revenue	13,350,130	12,661,210	105%	
Expenditures				
Salaries and benefits	4,488,437	4,653,120	96%	
Training, conferences and travel	118,466	137,855	86%	
Memberships	24,425	26,285	93%	
Advertising and printing	77,129	70,475	109%	
Professional services	235,675	229,800	103%	
Contracted services	850,296	782,710	109%	
Municipal Policing Contract	656,900	655,000	100%	
Telecommunications	219,883	234,315	94%	
General supplies	501,650	465,050	108%	
Cost of water	1,037,646	1,050,000	99%	
Repairs and maintenance	582,418	687,813	85%	
Utilities	821,820	800,185	103%	
Insurance	260,992	189,058	138%	4
Leases	46,133	64,687	71%	
Bank charges and interest	16,283	12,900	126%	
Write off	6,174	6,000	103%	
Interest on long term debt	75,665	82,748	91%	
Long term debt repaid	563,598	563,683	100%	
Grants and other payments to organizations	570,722	581,598	98%	
To capital	33,113	10,937	303%	5
To reserve	1,848,089	1,356,991	136%	6
Total - Expenditures	13,035,514	12,661,210	103%	
Total Town of Didsbury, before amortization	314,616	-		
Amortization	(2,327,147)	-		
Gain / (Loss) on disposal of fixed assets	10,543	-		
Total Town of Didsbury, incl amortization	(2,001,988)	-		

Notes

1. There were no lot sales that occurred in 2023. Since the subdivision is budgeted to break even and have no impact on taxes, the deficit of this department is normally transferred to an internal loan that is intended to be paid back once the lots in Shantz Crossing are sold.

2. Interest rates remained strong during 2023. Although interest was high, all of the interest earned on reserves during the year remains in the reserve accounts and does not contribute to a surplus. Of the interest revenue amount, \$332,442 was earned on reserves and remained in the reserve accounts. \$90,995 was interest on the general account and from other sources (long-term receivables).

3. Other revenue was much higher than budget in 2023. Some of the revenue items contributing to the excess includes:

\$104,453 Wildfire Deployment Revenue (Fire Department)
\$69,719 Insurance proceeds - water break
\$15,000 Peace Hills Insurance Donation - Arena Scoreclock
\$12,650 Filming Rental Revenue - Old Town Hall and Parking Lot
\$3,985 AHS Firehall Lease Revenue

4. Insurance expense in 2023 was much higher than budget. Included in this line item is the insurance premiums for the year as well as damage claims that occurred. The damage claims accounted for the excess of budget to actual.

5. Transfers to capital were higher than budget due to the addition of the scoreclock (479-23) which was not included in the budget, and full value of the DNP accessible door (2023 capital budget), of which only the municipal portion was included in the budget.

6. Transfers to reserves is higher than budget due to approved year end transfers and year end transfers of offsite levies collected in the year for the water department and wastewater department for the amount of \$195,237. In addition, the interest earned on reserve bank accounts throughout the year for the amount of \$332,442 remains in those accounts, causing there to be a higher transfer to reserves than budgeted for.



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: The Place to Grow.

Mission: Creating the Place to Grow.

MEETING DATE: March 12, 2024
SUBJECT: Cemetery Bylaw 2024-03
ORIGINATING DEPARTMENT: Legislative Services

BACKGROUND/PROPOSAL:

The Policy and Governance Committee has been reviewing and updating the Town of Didsbury Cemetery Bylaw since January 2024. [Res. 503-22]

With the addition of the new columbarium, it became important to review and update the Cemetery Bylaw.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

Bylaw 2024-03 is a bylaw regulating the control of the Didsbury Cemetery. The Policy and Governance Committee is recommending Bylaw 2024-03 be given first reading.

During the Committee's review process, considerations were given regarding the implications of implementing a perpetual care fee. After consideration, the Committee's recommendation is that a perpetual care fee not be included in the bylaw.

Please find attached Bylaw 2024-03 Cemetery Bylaw. For clarity, black text denotes carry over from the previous Bylaw 05-13; red text denotes additions; and purple strikethroughs denotes removal. Council's input will be included in the discussion at the next Policy and Governance Committee meeting prior to second and third readings.

ALIGNMENT WITH STRATEGIC PLAN

1. Strategically Managed Infrastructure
4. Liveability

RECOMMENDATION

To grant first reading to Cemetery Bylaw 2024-03 and refer it to the Policy and Governance Committee for review and recommendation.

Town of Didsbury
Bylaw 2024-03
Cemetery Bylaw

WHEREAS the Town of Didsbury is the registered owner of Lot 1, Plan 4987 JK (10.88 acres) known as the Didsbury Cemetery, and

WHEREAS pursuant to the *Cemeteries Act*, Chapter C-2, RSA 2000 the owner of a cemetery is responsible for regulation and control of the cemetery

NOW THEREFORE the Council of the Town of Didsbury duly assembled enacts as follows:

1. DEFINITIONS

Cemetery shall mean the “Didsbury Cemetery” in the Town of Didsbury, owned and operated by and under the control of the Town.

~~Chief Administrative Officer (CAO) shall mean the Chief Administrative Officer or designate.~~

Columbarium shall mean a structure designed for storing the ashes of ~~deceased~~ ~~dead~~ human bodies or other human remains that have been cremated.

Council shall mean the Council of the Town of Didsbury.

Flowering Ornamental shall mean any perennial, annual or bi-annual flowering plan.

Foundation shall mean a permanent support providing a base for a monument, ~~also referred to as a ribbon.~~

Grave Liner shall mean a box placed in a grave to house a casket.

~~Hours of Operation shall mean the regular hours of work between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding declared or Statutory Holidays.~~

Indigent shall mean a person without means, support or known relative requiring burial at the Cemetery.

~~Infant shall mean a born human child less than one year in age.~~

Land Use Bylaw shall mean the current Town of Didsbury Land Use Bylaw, as amended from time to time., ~~includes any Bylaw passed in substitution of the current Bylaw.~~

Maintenance shall mean the care, up-keep and grooming of cemetery grounds, ~~including the seeding of plots and grave surfaces, watering, seasonal cutting of grass and weeds, and keeping lots in a well maintained condition.~~ Excluding the care, maintenance, upkeep, repair or replacements of any monument, plaque, tablet, cross, or any object which has been placed as a marker.

Monument shall mean any structure in the Cemetery erected or constructed on any plot, for memorial purposes.

~~Municipal Tag means a tag or similar document issued by the Town pursuant to the *Municipal Government Act* that alleges a bylaw offence and provides a person with the opportunity to pay any amount to the Town in lieu of prosecution for the offence.~~

Peace Officer shall mean any Enforcement Officer or RCMP, Police Officer or any other person appointed by the Town to enforce the provisions of this bylaw.

~~Perpetual Care shall mean the care supplied by the Town of Didsbury, which is to include the seeding of plots and grave surfaces, watering, seasonal cutting of grass and weeds, and keeping plots in a well maintained condition.~~

Person shall include an individual, partnership or corporation.

Plot shall mean an interment space, which include **columbarium** niches, graves, and cremains on any plot, for memorial purposes.

~~Public Access Hours shall mean the hours between 7:00 a.m. to sunset daily.~~

Regular Hours shall mean Monday to Friday 8:30 a.m to 4:30 p.m., excluding statutory holidays or days in lieu of statutory holidays.

Reserve Plot(s) shall mean a plot or multiple number of plots which are adjacent to one another and which are to be reserved for the burial of deceased members of a family.

Resident shall mean a person who resides within Didsbury or within the rural Mountain View County (as per the Town of Didsbury/Mountain View County Intermunicipal Collaboration Framework) at the time of purchase. ~~who has resided within the Town of Didsbury or Mountain View County immediately preceding his or her death or his or her application to purchase a plot.~~

Non-resident shall mean a person not living in the Town of Didsbury or Mountain View County.

Row shall mean a group of plots without a walkway or roadway between them or shall mean the portion of land in a cemetery that is sold or provided as a unit for one or more plots.

Section shall mean a specific area within the cemetery as designated by the Town of Didsbury.

Service Dog shall mean a guide dog defined under the *Alberta Service Dogs Act* with a designated Service Dog Identification Card issued under the *Qualification Regulations*.

Summer shall mean May 1 to October 31 of the calendar year.

Town shall mean the corporation of the Town of Didsbury, Alberta.

Town Bylaw Enforcement Officer shall mean a Bylaw Enforcement Officer appointed by the Town pursuant to the Municipal Government Act, to enforce the Town Bylaws (see Peace Officer).

Veteran shall mean a veteran as defined in the *War Veterans Allowance Act (Canada)*. ~~Person who was a member of the Canadian Armed Forces, the United Kingdom, or any Armed Forces of a country allied with Canada or the United Kingdom who served in any war.~~

Winter shall mean November 1 to April 30 of the calendar year.

~~**Woody Ornamental** shall mean any trees, shrubs, and creeping or climbing plants.~~

~~**Working Service Animal** shall mean any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.~~

2. DUTIES, RIGHTS AND POWERS

- 2.1. The ~~Town of Didsbury Chief Administrative Officer~~ shall have the sole control of all matters within the Cemetery that are concerned with maintaining of the grounds in a neat and pleasing condition and to that end, is hereby authorized to regulate and control the Cemetery grounds.
- 2.2. The ~~Town of Didsbury Chief Administrative Officer~~ or designate shall keep a record of all plots in the cemetery. Such record to indicate vacant plots available for sale, occupants of those plots used for interment and owners names of reserved plots.
- 2.3. The ~~Town of Didsbury Chief Administrative Officer~~ shall approve each new section being opened for the sale of burial plots based upon the demand for additional locations. Emphasis will be placed on filling the existing plots.
- 2.4. On all regulations in the Bylaw, the ~~Town of Didsbury Chief Administrative Officer~~ may ~~at its discretion~~, make minor modification to requirements on an individual basis if ~~he/she feels that~~ the efficient operation of the Cemetery will not be disturbed.
- ~~2.5. On those matters about which this bylaw is silent, the provisions of the Provincial Cemeteries Act, with amendments, and other Provincial Regulations, shall apply.~~

3. RECORDS AND SALE OF PLOTS

- 3.1. No person shall make a reservation for one or more plots without making payment in full at the time of the reservation.

- 3.2. ~~All sales of cemetery plots and services shall be in the form of a written agreement containing completed Schedule "A" and an excerpt of the Town of Didsbury Rates and Fees Bylaw pertaining to this bylaw. In the case of pre-need sales, Schedule "B" shall also be attached along with Schedules "A" and an excerpt of the Town of Didsbury Rates and Fees Bylaw pertaining to this bylaw.~~ All sales of cemetery plots and services shall be in the form of a written agreement and in compliance with Schedule "A" of this bylaw.
- 3.3. No reserved plot shall be sold other than back to the Town. ~~at 85% of the market value of the plot at the date of resale.~~ If a person longer wishes to hold their title over a plot, they may sell the plot back to the Town at 85% of the market value of the plot at the date of resale. The Town of Didsbury may request a copy of the original receipt to be submitted as "Proof of Purchase." ~~A copy of the original receipt must be submitted as "Proof of Purchase". If an original receipt is not available, a plot can only be sold back to the Town upon an approved request of Council.~~
- 3.4. Charges for plots and the fees to be charged for opening and closing shall be in accordance with the rates established in ~~Schedule "A". the Town of Didsbury Rates and Fees Bylaw, which may be amended from time to time by resolution of Council.~~
- 3.5. Plots purchased for the purpose of interring a veteran shall be free of charge, per Schedule "A" of this bylaw. ~~Veterans will not be charged for a plot for a plot.~~ Sufficient documentation of service must be provided to the Town of Didsbury upon request.
- 3.6. Upon the sale of a plot, the owner of the plot waives any claim to the Town arising by reasons of any error or inaccuracy of any plot. The Town will undertake to avoid any errors of description, but its liability shall only extend to a refund of the plot or a plot assigned otherwise situated in the cemetery.

4. INTERMENT AND DISINTERMENT

- 4.1. No interment shall be permitted in the cemetery unless a burial permit is provided to the Town.
- 4.2. Disinterment of a body or ashes shall not take place until a permit for disinterment is issued ~~in accordance with the Cemetery Act and Vital Statistics Act by the Provincial Director of Vital Statistics~~ and delivered to the Town.
- 4.3. When a plot is held by two (2) or more persons, an order for interment in such a plot of any part thereof will be accepted by the Town from any one of the said persons or their personal representative.
- 4.4. No person shall accept any fee or reward for interment of any body in a plot of which such person is the owner, or over which that person exercises any power or control.
- 4.5. Plots shall not be used for purposes other than burial grounds for human remains.
- 4.6. All burials are to be made within the confines of a single plot.
- 4.7. There shall not be more than one full body burial in a single plot.
 - 4.7.1. Still-born infants or cremated remains may be interred, at the charge established in ~~Schedule "A"~~ in an occupied lot ~~if it is determined that the top of upmost casket or urn is at least 0.9 metres from the ground surface.~~
 - 4.7.2. No standard burial shall take place subsequent to a cremains buried in a plot.
 - 4.7.3. All standard burials shall be dug to a single depth. Cremains may be placed on an already ~~occupied~~ plot ~~if it is determined that the top of the upmost casket or urn is at least 0.9 metres from the ground surface.~~
 - 4.7.4. A maximum of eight (8) cremains may be buried in one (1) full size plot.
 - 4.7.5. A maximum of four (4) cremains may be buried in one (1) cremains size plot.
 - 4.7.6. A maximum of two (2) cremains in one (1) niche.
 - 4.7.7. The number of remains interred within a single plot, for record keeping purposes shall be numbered with the number one at the head/left of the plot, continuing with two at the head/right of the plot and shall continue thereafter with three, on the left, four on the right, and so on.

- 4.8. Charges for plots and the fees to be charged for the opening and closing shall be in accordance with the rate established in ~~Schedule "A" of this bylaw. in Bylaw 05-12, and may be amended from time to time by resolution of Council.~~
- 4.9. In all cases, notification of intention to inter must be given to the Town during regular office hours at least seventy-two (72) hours prior to the time of interment. This notification may be waived by the ~~Town of Didsbury Chief Administrative Officer~~ when the body to be interred died from a contagious disease or special circumstances so require.
- 4.10 All plots shall be opened and closed by the Town of Didsbury. Families may only close cremains plots upon permission from the ~~Town of Didsbury Chief Administrative Officer.~~
- 4.11 ~~If a burial is requested to be scheduled on a statutory holiday, weekend, or outside of regular hours, the After Hours rate will be charged as per Schedule A of this bylaw.~~
- 4.12 ~~Burial ceremonies should commence during daylight hours.~~
- 4.13 The owner of a plot, or the person instructing the Town of Didsbury to open a plot, shall give complete and precise instructions regarding the location within the plot. The Town of Didsbury shall not be responsible for any errors resulting from the lack of proper instruction.
- 4.14 The Town of Didsbury shall only prepare a plot for interment by means of digging the grave and will not provide lowering devices, mats, wreaths, flowers, or any other devices at the time of said interment.
- 4.15 The use of a liner is mandatory for all rows north of, but not including the southern row of Section E.
- 4.16 The burial of destitute or indigent persons and unclaimed bodies may be placed in a plot or plots of the Cemetery as may be designated by the ~~Town of Didsbury and in accordance with the Cemetery Act. Chief Administrative Officer or as indicated on the Cemetery plans located at the Town of Didsbury Administration Office.~~

5 MONUMENTS

- 5.1 ~~Monuments shall be constructed of bronze, marble, granite, or other material approved of the Town of Didsbury.~~
- 5.2 A monument installation notification form is required prior to any installation of a monument. ~~(See attached Schedule C to this bylaw)~~
- 5.3 The owner of any plot in Section A to E, shall be allowed to place a proper stone or monument. Upright monuments (headstone with or without base) shall be laid on a concrete foundation; such foundation shall be laid in accordance with the following specifications.
 - 5.3.1 Monuments shall be installed so that the top edge of the monument foundation shall align with the top edge of the plot. No monument shall be allowed to extend into a walkway, non-owned adjacent plot, or roadway.
 - 5.3.2 The foundation shall be a rectangular piece of concrete ~~of not less than 2400 PSI strength and~~ not less than ten (10) centimeters, ~~four (4) inches~~ in thickness.
 - 5.3.3 The foundation shall be placed level with the surrounding ground contour with no corners protruding.
 - 5.3.4 The foundation shall be ten (10) centimeters, ~~four (4) inches~~ wider on all sides than the monument.
 - 5.3.5 No monument, including the monument foundation, shall exceed one hundred and twenty two (122) centimeters, ~~forty eight (48) inches~~ in length.
 - 5.3.6 ~~The Columbarium door engravings will be restrictions.~~ ~~will be placed by the contractor designated by the Town of Didsbury.~~
- 5.4 All ~~earth~~ debris, litter/rubbish arising or resulting from work done on any plot shall be carefully cleaned up and removed from the cemetery by persons performing or in charge of the work.

- 5.5 The owner of any plot, in a section north of Section E, shall be permitted to place a plot marker on the concrete pad within the plot.
- 5.6 Any secondary monument to be placed after the primary monument must be placed flush to grade.
- 5.7 All foundations, monuments and secondary monuments shall be placed only by a contractor as approved by the **Town of Didsbury Chief Administrative Officer**.
- 5.8 No type of loose or slab cover shall be permitted on any plot, other than adjacent to an existing cover when that cover was for a **spouse/partner husband or wife**. Permission for placing the second cover shall be requested, in writing, to the **Town of Didsbury Chief Administrative Officer**.

6 MAINTENANCE AND CARE

- 6.1 Cemetery Maintenance is to be supplied by the Town of Didsbury, which is to include the seeding of plots, watering, seasonal cutting of grass and weeds, and keeping plots in a well maintained condition. ~~Dead flowers, faded or old artificial flowers will be removed at the discretion of the Town of Didsbury.~~ Cemetery Maintenance shall not mean the care, maintenance, upkeep, repair, or replacement of any monument, plaque, tablet, cross, or any object which has been placed as a marker.
- 6.2 **Dead flowers, faded or old artificial flowers, and decorations/ornaments may be removed at the discretion of the Town of Didsbury.**
- ~~6.3 The Town of Didsbury is hereby authorized to remove, or have removed, any weeds, grass, funeral designs or floral pieces which may become wilted, or any other article or thing which, in the opinion of the Town of Didsbury, is unsightly.~~
- ~~6.4 If, in the opinion of the Town of Didsbury, any woody ornamentals situated on or about the cemetery become by means of their roots or branches, or in any other way detrimental to adjacent plots, walks or driveways, prejudicial to the general appearance of the grounds or dangerous or inconvenient to the public, the Town of Didsbury is authorized to remove such woody ornamentals, or any parts thereof.~~
- 6.5 No concrete or stone corner markers, walls fences, railing, copings, boxes or other structures will be permitted other than specified herein.
- ~~6.6 No plants, shrubs, or trees shall be planted, placed, or set out on any plot, except by the Town.~~
- 6.7 **No person, other than Town of Didsbury employee(s) shall disturb, remove, or plant any tree, shrub, plant, weed, grass, flowering ornamental, sod or dirt on any plot or anywhere in the cemetery. The Town of Didsbury is authorized to remove any trees, shrubs, creeping, or climbing plants situated on or about the cemetery that become unsightly, dangerous, inconvenient, or detrimental to adjacent plots, the free use of a plot, walkways, or driveways**
- ~~6.8 If any existing tree or shrub, for any reason interferes with the free use of any plot, the Town of Didsbury is hereby authorized to remove the tree or shrub of any part thereof.~~

ACCESS

7. GENERAL PROVISIONS

- 7.1. **The accessible hours of the Cemetery shall generally be during daylight hours.**
- 7.2. No person shall disturb the quiet and good order of the Cemetery by noise or other improper conduct.
- 7.3. The owner of any moving vehicle shall be responsible for any damage done by such vehicle within the boundaries of the Cemetery. Vehicles with trailers must obtain permission from the Town of Didsbury prior to entry into the Cemetery.
- ~~7.4. No person(s) shall, at any time, take or ride into the cemetery on an off-highway vehicle as defined in the Highway Safety Act and Town of Didsbury 06-18.~~
- 7.5. No animals shall be brought into or permitted within the Cemetery except for working service **dogs.** ~~animals.~~

- 7.6. The Town of Didsbury ~~will take all reasonable precaution to protect the property within the Cemetery, but~~ assumes no responsibility for the loss of, or damage to, any monument, marker or part thereof, or any other article placed on a plot or to a plot itself.
- ~~7.7. No person other than Town of Didsbury employee(s) shall disturb or remove or place any flowering ornamental, woody ornamental, sod or dirt anywhere in the Cemetery except as may be provided for herein.~~
- 7.8. No person shall write upon, deface, injure or change the position of any monument stone, fence, or other structure within the cemetery.

8. ENFORCEMENT AND PENALTIES

- 8.1. Any monument or stone, or inscription thereon, which is deemed to be offensive, improper or injurious to the appearance of surrounding plots, shall be removed by the owner. If the owner fails to remove the monument or stone within two (2) weeks, after written notice is given to the said owners, the ~~Town of Didsbury Chief Administrative Officer~~ is hereby authorized to have the said monument or stone removed. In the case where the owner is unknown, an advertisement will be placed in the local paper to removal of the said monument or stone.
- ~~8.2. Any person or persons committing any infraction of breach of the provisions of this Bylaw is guilty of an offense and liable upon summary conviction to a fine and costs as listed in the Town of Didsbury Rates and Fees Bylaw, and in default of payment of such fine and expenses thereof, to a term of community service, and/or imprisonment not exceeding ninety (90) days.~~
- 8.3. A person who contravenes this bylaw is guilty of an offence. A person who is guilty of an offence is liable to a fine in an amount not less than that established in this Bylaw, and not exceeding, \$10,000, and/or imprisonment for not more than ninety (90) days for non-payment of a fine.
- 8.4. Where a Peace Officer believes that a person has contravened any provision of this Bylaw, that Officer may serve a Municipal Tag personally; or by leaving the Tag for the defendant at their residence with a person on the premises who appears to be at least eighteen years of age; or by sending it by mail to the defendant.
- 8.5. If a Municipal Tag is issued in respect of an offence, the Municipal Tag must specify:
- 8.5.1. The name of the person;
 - 8.5.2. The offence;
 - 8.5.3. The fine amount;
 - 8.5.4. That the fine amount shall be paid within the number of days of issuance noted on the Municipal Tag;
 - 8.5.5. Any other information as may be required.
- 8.6. Where a Municipal Tag is issued in respect of an offence, the person to whom the Municipal Tag is issued may, in lieu of being prosecuted for the offence, pay the fine specified within the time period indicated on the Municipal Tag.
- 8.7. A Peace Officer may issue a Provincial Violation Ticket, pursuant to the Provincial Offences Procedure Act, R.S.A. 2000, c. P-34, to any person where there are reasonable and probable grounds to believe that person has contravened any provisions of this Bylaw.
- 8.8. If a Violation Ticket is issued in respect to an offence, the Violation Ticket may:
- 8.8.1. Impose the specified penalty established by this bylaw for the offence and permit a person to make a voluntary payment; or
 - 8.8.2. Require a person to appear in court without the alternative of making a voluntary payment.
- 8.9. In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which the offence continues and any person guilty of such an offence is liable to a fine in an amount not less than that established by this Bylaw for each such day.

8.10. Every provision of this Bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalid for any reason by a Court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.

9. EFFETIVE DATE

9.1. This Bylaw shall come into full force and effect upon the date of the Third and Final Reading.

10. REPEAL

10.1 Upon passing of this Bylaw, Bylaw 05-13 and any amendments thereto are hereby repealed.

10.2 The portions pertaining to the above are hereby repealed from Schedule “B” and Schedule “E” of Bylaw 2019-15 – Rates and Fees and Fines

READ A FIRST TIME THIS __ DAY OF _____, 202X

READ A SECOND TIME THIS __ DAY OF _____, 202X

READ A THIRD TIME, BY UNANIMOUS CONSENT, THIS __ DAY OF _____, 202X

SCHEDULE "A"
Cemetery Rates and Fees

Sale of Cemetery Plots

Description	Resident	Non-Resident
Standard	\$500.00 (+GST)	\$1,000.00 (+GST)
Cremaains	\$400.00 (+GST)	\$800.00 (+GST)
Columbarium (includes first opening/closing)	\$1,400.00 (+GST)	\$1,800.00 (+GST)
Veteran	No Charge	No Charge

Opening and Closing

Description	Regular Business Days	Weekend/Holiday After Hours
Standard – Summer	\$450.00 (+GST)	\$635.00 (+GST) \$650(+GST)
Standard – Winter	\$600.00 (+GST)	\$710.00 (+GST) \$800 (+GST)
Cremaains – Summer	\$200.00 (+GST)	\$450.00 (+GST) \$400 (+GST)
Cremaains – Winter	\$350.00 (+GST)	\$475.00 (+GST) \$550 (+GST)
Columbarium Niche (second urn)	\$150.00 (+GST)	\$365.00 (+GST) \$350 (+GST)
Veteran	No Charge	No Charge

In special circumstances, alternative financial arrangements may be considered.

Cemetery Fines

	Offence
Write upon, deface, damage injure or change the position of any monument, stone, fence, or other structure within the cemetery.	\$5,400 \$5,000

SCHEDULE "A"
PURCHASE CONTRACT AGREEMENT
DIDSBURY CEMETERY SUPPLIES AND/OR SERVICES

Contract agreement made on the _____ day of _____, 20____ by and between:

(Hereinafter referred to as the "Customer")

Address: _____

~~and~~

The TOWN OF Didsbury
(Hereinafter referred to as the "Town")

CEMETERY RATES — (the Town of Didsbury Rates and Fees Bylaw)

Section _____ Row _____ Plot _____

\$ _____

\$ _____

\$ _____

GST/Included \$ _____

TOTAL \$ _____

SIGNATURES:

The parties hereto have executed the Contract Agreement, the day and year first above written.

Signed, in the presence of:

TOWN

CUSTOMER

Next of Kin:

Name: _____

Relationship: _____

Address: _____

Phone Number: _____

Alternate Next of Kin:

Name: _____

Relationship: _____

Address: _____

Phone Number: _____

The customer has received a copy of Bylaw 202X-XX? No Yes Copy Received _____ (initials)

~~SCHEDULE "B"~~

~~PRE-NEED SALE~~

~~Right to Cancel by Purchaser~~

- ~~1.—You may cancel this contract at any time for any reason. You may cancel without charge or penalty at any time during the period from the day you enter into the contract until 30 days after you receive a copy of the contract. If you cancel after 30 days, you may still have to pay for interment space and for any cemetery supplies and cemetery services that have already been supplied, performed or delivered, as the case may be.~~
- ~~2.—If you cancel this contract, the Town of Didsbury has 15 days to refund any money you are owed. To cancel, you must give a notice of cancellation to the Town of Didsbury. You should give notice of cancellation by a method that will allow you to prove that you gave notice, such as registered mail, fax, courier or by personal delivery.~~

~~Resale of Interment Space~~

- ~~3.—The Town of Didsbury will not allow you to resell your interment space on the open market. In accordance with the *Cemetery Act*, a seller who does not allow resale must buy back the unused interment space for you, if you wish, and must pay you at least 85% of its market value at the date of resale. According to Article 3 of **Bylaw 05-13**, a copy of the original receipt must be submitted as proof of purchase. If an original receipt is not available, a plot can only be sold back to the Town of Didsbury upon an approved request of Council.~~

Schedule "C"
Town Of Didsbury Cemetery
Monument Installation Form

Section # _____ Row # _____ Plot(s) # _____

Cemetery Plot Owner: _____

Name of Person and Address Commissioning the Monument Installation:

Phone Number: _____

Name of Company Installing Monument: _____

Address: _____

Phone Number: _____

Name of Company Installing Footing (If Different):

Phone Number: _____

Note: Contractor is required to attach to this permit a drawing of the proposed monument, including the size, shape, and material of marker. A permit will not be accepted or laid out without this information.

All monument locations must be laid out and footing inspected by town of Didsbury staff.

Date completed application turned into the town of Didsbury: _____

Date locate called into the town of Didsbury: _____

(Call 403-335-3391 to request a location market out — town requests a minimum of 24 hours notice for marking)



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: The Place to Grow.

Mission: Creating the Place to Grow.

MEETING DATE: March 12, 2024
SUBJECT: DEDAC New Member Appointments
ORIGINATING DEPARTMENT: Economic Development & Strategic Operations

BACKGROUND/PROPOSAL:

The Didsbury Economic Development Advisory Committee (DEDAC) is making recommendations for three appointments of new members to the DEDAC Committee for Council's consideration in light of recent vacancies.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

The Economic Development Officer received two applications for appointment to DEDAC from Dawn Stewart and Sterling Toews. In addition to receipt of these applications, The Chamber of Commerce also submitted appointment of a new representative from their Board of Directors.

Mr. Toews is an active member of the business community, owning his own business in Didsbury's Industrial Park. He is currently in the process of expanding his facility to accommodate the needs of our thriving film industry, and has a strong desire to help Didsbury grow this market segment and value-added industries.

Ms. Stewart is well known as the Administrative Assistant of the Didsbury Museum. Her entrepreneurial spirit and strong knowledge of Didsbury's history as well as tourism and hospitality will complement the committee. The museum is also supporting the Rural Renewal program in helping to welcome our newcomers to town.

Both applicant's backgrounds will be assets to the DEDAC, providing insights of industries that Didsbury is capitalizing on—tourism and filming.

The Chamber of Commerce recently saw changes to their board of Directors and, therefore, needed to select a replacement for their representative on the DEDAC. The Chamber appointed Laurie Hodge, Manager of Connect First Didsbury branch, to represent the Chamber Board on DEDAC. Ms. Hodge brings great knowledge of the finance sector to the committee and will be a great addition.

ALIGNMENT WITH STRATEGIC PLAN

3. Strong & Resilient Local Economy

RECOMMENDATION (two motions)

To appoint Sterling Toews and Dawn Stewart as members to the Didsbury Economic Development Advisory Committee.

AND

To appoint Laurie Hodge, Didsbury & District Chamber of Commerce representative to the Didsbury Economic Development Advisory Committee.



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: The Place to Grow.

Mission: Creating the Place to Grow.

MEETING DATE: March 12, 2024
SUBJECT: Mountain View Regional Water Services Commission Agreement
ORIGINATING DEPARTMENT: Legislative Services

BACKGROUND/PROPOSAL:

The Mountain View Regional Water Services Commission (MVRWSC) has been working throughout this year to update their water supply agreements with all member municipalities.

Administration has involved legal counsel and Public Works to tailor this agreement specifically to the needs of Didsbury.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

Attached, for Council's consideration, is a summary overview of the revisions made to the original document as well as a copy of the new agreement.

ALIGNMENT WITH STRATEGIC PLAN

1. Strategically Managed Infrastructure

RECOMMENDATION

To approve the Mountain View Regional Water Service Commission Water Supply Agreement as presented.

OR

A motion at Council's discretion.

Water Agreement Overview

General

The new agreement is an updated agreement from the original agreement signed with the Government of Alberta in 1976. The 1976 agreement was executed on the completion of the construction of the water plant and plant. It was with the Minister of Environment and Community.

The old agreement has aged well but the world of water has expanded a great deal in the past 40 years.

The new agreement is a form of agreement that is used by a majority of Water Commission throughout Alberta. It is more detailed addressing a number of items that were silent in the original agreement. The agreement is updated to address the present conditions and be fair to both parties. However, the Commission is mandated / licensed by the Government of Alberta to follow its regulations. This involves regulations in the Health and Environment Acts. The agreement addresses these regulations for both the Commission and Customer.

This brief review will highlight the old agreement and the changes in the new agreement.

Item	Old	New
Identification	Minister Consumer	Commission Customer
Definitions	Limited list	Definitions expanded to address Present operations
Supply / Purchase	Costs 1 paragraph 3(2)	Completely new Section 2
Customer Operation	1 paragraph	Completely new Section 3
Population	Appendix 1 Outdated	Growth patterns on present situation- population with industrial
Water Demand	Silent	Schedule C added to address needs
Discontinuance	Commission decides	Identification of uses
Ownership	Silent	Section 5/6
Repair Maintenance	Section 5(2)	Section 7- better defined
Force Majeure	Silent	Added Section

Mediation/ Remedies	Silent	Section added
Renewal	Silent	Section added
Agreement date	1976	2023
Liability	Silent	Section 9
Planning/ Consultation	Silent	Section 11
Remedies	Silent	Section 10
Appendix	1 – Population	Appendixes A- Supply Terms B- Commission System C- Points of Delver D- Customer System E- Rates Calculation F- Dispute Resolution

GOVERNMENT OF THE PROVINCE OF ALBERTA

DEPARTMENT OF THE ENVIRONMENT

THIS AGREEMENT made in duplicate this 13 day of October 1976.

BETWEEN:

HER MAJESTY THE QUEEN, in right of Alberta, hereinafter called "Her Majesty", represented herein by the Minister of the Environment, hereinafter called the "Minister",

OF THE FIRST PART:

- and -

The Town of Didsbury hereinafter called the "Consumer",

OF THE SECOND PART:

WHEREAS Her Majesty owns, operates and maintains, in the Red Deer Region of Alberta, a potable water supply system of which the Minister is the Licensee under The Water Resources Act; and

WHEREAS the Consumer is responsible for distributing potable water to its residents and desires an assured, continuous supply of potable water for that purpose; and

WHEREAS the Consumer has requested the Minister to enter into an Agreement with the Consumer pursuant to section 23 of the Water Resources Regulation being Alberta Regulation 91/58, as from time to time amended, for supply of potable water to the Consumer; and

WHEREAS the Minister has granted the application pursuant to the provisions of The Water Resources Act and the Water Resources Regulations upon the terms and conditions herein contained; and

WHEREAS in accordance with section 117 of The Municipal Government Act, the Local Authority is authorized by By-Law No. 1260 to enter into this Agreement:

NOW THEREFOR in consideration of the payments and other obligations hereinafter prescribed and of the covenants hereinafter provided and subject to the terms and conditions hereinafter expressed the Parties agree as follows:

1. (1) In this Agreement,

- (a) "Act" means The Water Resources Act;
- (b) "Department" means the Department of the Environment;
- (c) "lateral water line" means the connections, pipes, valves, pressure reducing devices, meters and other installations for, or in respect of the transmission of water, from the main water line to the municipal distribution system and includes any electrical supply, wiring and mechanism necessary for the operation of the line;
- (d) "main water line" means the Red Deer Regional Water System described in the records of the Department of the Environment as Project No. 75-MP-381;
- (e) "municipal distribution system" means water storage tanks, reservoir or other facilities and any pumps, pipes, valves and other installations for, or in respect of, the transmission of water to various outlets of the Consumer and includes any electrical supply, wiring and mechanism necessary for the operation of the system;

- (f) "right-of-way" means a strip of land that comprises the right-of-way for the lateral water line;
- (g) "regulations" means the Water Resources Regulations, being Alberta Regulation 91/58, as from time to time amended, and any regulations made in substitution therefor or in lieu thereof.

(2) Except as otherwise provided in this Agreement, the regulations are hereby incorporated into and form part of this Agreement.

2. (1) Subject to subsection (2), the Minister will cause to be designed, constructed, operated, maintained, and when necessary, from time to time, repaired or replaced, a lateral water line, including its connection to the main water line and any pressure reducing device or devices required to transmit water for delivery at atmospheric pressure to one point of connection with the municipal distribution system for use by the Consumer.

(2) In consideration of the mutual covenants contained in this Agreement, the Consumer hereby grants to the Minister a right-of-way, easement or other estate or interest in any land that is required for or in connection with the construction, operation, maintenance, repair or replacement of the lateral water line, and covenants to do all things necessary to provide to the Minister a form of grant of right-of-way, easement or other estate or interest in the land, registerable under The Land Titles Act and approved by the Minister.

3. (1) The Consumer shall operate and maintain a municipal distribution system, in accordance with any Provincial Acts and regulations and any municipal regulation by-laws or resolutions relating thereto.

(2) The Consumer shall pay all costs of or attributable to any matter referred to in subsection (1).

4. (1) The Consumer agrees that the projections of the population count for the area comprising the Consumer's municipal distribution system, contained in the Schedule of Population attached to this Agreement, or as from time to time revised by the Minister under subsection (2), shall be used to establish the Consumer's population count for the purpose of calculating the daily quantity of water that will be provided or made available to the municipal distribution system pursuant to subsection (3).

(2) The Minister will, from time to time, revise the population projections contained in the Schedule of Population to reflect actual population changes.

(3) Subject to all other provisions of this Agreement, but particularly sections 5 and 6, the Minister will provide continuous transmission of a quantity of potable water, not exceeding a total volume equivalent to 200 imperial gallons per day per capita of the population established in accordance with subsection (1) or such other quantity as the Minister and the Consumer may from time to time agree upon, for delivery at atmospheric pressure to one point of connection with the municipal distribution system for use by the Consumer.

(4) Upon the request of the Consumer and following negotiations between the Consumer and the Minister, the Minister will specify to the Consumer in writing the amount of water that the Minister will make available to the Consumer, subject to subsection (5), to a year specified by the Minister and the Consumer may make commitments to expand the municipal distribution system to supply any additional quantities of water specified by the Minister, but in no case shall the Consumer commit any supply of additional water that would exceed the per capita volume prescribed under subsection (3).

(5) The Minister will from time to time, upon the request of the Consumer, revise the amount of water specified under subsection (4) to reflect actual population changes.

5. (1) The Minister reserves the right, and the Consumer agrees that the Minister has the right, at any time, for any failure of the Consumer to comply with any terms or conditions of this Agreement, including any failure to pay water rates hereunder, or any other reason, but particularly during any emergency, without notice to the Consumer, to interrupt or discontinue transmission of water to the municipal distribution system.

(2) When for the purposes of operating, maintaining, repairing or replacing the main water line or the lateral water line or any part or parts thereof, the Minister interrupts or discontinues transmission of water to the municipal distribution system, the Minister will endeavour to give reasonable notice of the interruption or discontinuance to the Consumer prior to the interruption or discontinuance of transmission of water.

(3) The Consumer agrees that the Minister shall not be liable for any loss or damage incurred, or that may be incurred by the Consumer as a result of any interruption or discontinuance of transmission of water by the Minister to the municipal distribution system under this section.

6. The Minister will take all reasonable measures to provide to the Consumer a continuing supply of potable water, but the Minister does not warrant or guarantee the Consumer hereby acknowledges and agrees that the Minister does not warrant or guarantee, the suitability, volume or quality, for the Consumer's purposes, of the water or the delivery of water under this Agreement, and the Consumer agrees that the Minister shall not be liable for or in respect of any loss or damage incurred or that may be incurred by the Consumer because of any lack or shortcoming in the suitability, volume or quality of water for the Consumer's purposes, or in the delivery of water under this Agreement.

7. (1) The Consumer shall pay to the Minister during each and every month of the transmission of water to the municipal distribution system a clear water charge of \$1.25 of lawful money of Canada for each and every measured 1,000 imperial gallons transmitted to the municipal distribution system, or such other amount as the Minister may from time to time prescribe, payable by the Consumer each month upon receipt by the Consumer of a billing notice from or on behalf of the Minister for water transmitted to the Consumer during the preceding month.

(2) Whenever the Minister prescribes a new water charge under subsection (1) he shall notify the Consumer in writing of the amount of the new charge and the new charge shall come into effect and be payable by the Consumer on and after the first day of the fourth month following the date of sending of the notice.

8. The Consumer shall not, in any manner whatsoever, connect to the main water line or the lateral water line any other source of water whatsoever, or otherwise modify, tamper or interfere with those lines, or attempt to do so.

9. The Consumer shall permit an employee of the Department authorized by the Minister with all proper or necessary assistants, at all reasonable times, to enter into and upon any part or parts of the right-of-way and any part or parts of the municipal distribution system, including any buildings, structures, and erections in connection therewith, to survey and examine the state and condition thereof, and the Consumer by all means in his power shall aid and facilitate the employee in making such entry, survey and examination.

10. This Agreement may be amended from time to time by a written agreement between the Minister and the Consumer.

11. The Consumer shall not transfer or assign this Agreement or any benefit or obligation hereunder without first having obtained the written consent of the Minister.

12. The Minister may transfer or assign this Agreement or any benefit or obligation hereunder to any city, town, county, municipal district, or any commission or board established by all or any of them, or to any Minister, Department, or Agency of the Government of Alberta.

13. The Consumer hereby assumes all liability for all damages of any nature whatsoever resulting from any error, omission, or negligence on the part of the Consumer or any of its servants, workmen or agents, in the performance or purported performance of any matter or thing under, or attributable to the municipal distribution system and the Consumer covenants to save Her Majesty, the Minister and all officers and employees of the Department harmless and to keep them indemnified against all claims or demands that may be made against them by reason of any act or thing resulting from any error or omission or negligence on the part of the Consumer or any of its servants, workmen or agents in respect of any matter or thing under or attributable to the municipal distribution system.

14. (1) The Minister agrees that the Consumer may utilize its existing water supply facilities so long as they are operated and maintained in accordance with The Clean Water Act and any applicable regulations under the Act, however, the Consumer shall use sufficient water provided by the Minister under this Agreement to maintain water quality in the municipal distribution system in accordance with The Clean Water Act and the Applicable regulations made thereunder.

(2) The Consumer agrees that its existing water supply facilities will not be expanded, enlarged, or the capacity thereof increased in any manner or that it will construct a new water supply facility unless the Directors of Standards and Approvals or Pollution Control required the Consumer to do so in accordance with the provisions of The Clean Water Act or any applicable regulations made thereunder.

15. This Agreement shall be so construed as to inure to the benefit of and to be binding upon the Parties hereto and their successors and assigns.

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

15-
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as to
Soli
Alta. Em

HER MAJESTY THE QUEEN
IN RIGHT OF ALBERTA

James Kerr
Witness

Peter Burchell
Minister of the Environment

Louise Jean Gillin
Witness

R. L. Shantz
Consumer Mayor

Louise Jean Gillin
Witness

A. L. Hawes
Consumer Sec-Treasurer
TOWN OF DIDSBURY

SCHEDULE OF POPULATION

	<u>1975</u>	<u>1980</u>	<u>1985</u>	<u>1990</u>	<u>1995</u>	<u>2000</u>
Innisfail	2,560	2,760	2,970	3,200	3,450	3,710
Bowden	590	630	680	740	790	850
Olds	3,750	4,560	5,550	6,750	8,200	9,990
Didsbury	2,070	2,640	3,370	4,300	5,490	7,010
Carstairs	940	1,040	1,150	1,270	1,400	1,540
Crossfield	<u>680</u>	<u>750</u>	<u>830</u>	<u>920</u>	<u>1,010</u>	<u>1,120</u>
TOTALS	<u>10,590</u>	<u>12,380</u>	<u>14,550</u>	<u>17,180</u>	<u>20,340</u>	<u>24,220</u>

WATER SUPPLY AGREEMENT

MOUNTAIN VIEW REGIONAL WATER SERVICES COMMISSION

and

TOWN OF DIDSBURY

THIS AGREEMENT made this 1st day of January 2023

BETWEEN:

MOUNTAIN VIEW REGIONAL WATER SERVICES COMMISSION
(hereinafter referred to as the “**Commission**”)

and

TOWN OF DIDSBURY
(hereinafter referred to as the “**Customer**”)

WATER SUPPLY AGREEMENT

WHEREAS:

- A. The Customer wishes to purchase Water from the Commission, and the Commission wishes to sell and deliver Water to the Customer, on terms and conditions contained within this Agreement; and
- B. The Commission and the Customer recognize that proper management and conservation of water resources is an important goal; and

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual agreements contained within this Agreement, the parties hereby agree as follows:

1. Definitions

In this Agreement, the following words will have the described meaning unless expressly stated otherwise:

- (a) “**Agreed Variance**” means the standard for accuracy for the Meter being tested and calibrated as specified in the latest edition of the American Water Works Association C-700 Series Standards, as amended or replaced from time to time;
- (b) “**Agreement**” means this Water Supply Agreement including the introduction clauses, all attached Schedules and all documents produced or delivered according to the terms of this Agreement;
- (c) “**Best Efforts**” means, in relation to the performance of an obligation, efforts that are sensible and practical, and involve the exercise of reasoned and sound judgment, having regard to all of the relevant circumstances;
- (d) “**Meter Station**” means the metering, control and/or pump facilities owned and operated by the [Commission/Customer] located on the lands legally described as follows:

NE 13/31/02/5
Didsbury, AB
- (e) “**Commission System**” means the water transmission system consisting of the Watermains, metering facilities, pumps, and associated piping, connections, equipment and works owned and/or operated by the Commission extending up to but excluding the Point of Delivery, as more particularly shown within **Schedule “B”**;
- (f) “**Control Valve**” means the control flow, FIT and pressure sustaining valve to be installed after the Meter within the Meter Station, as more particularly shown within **Schedule “B”**;
- (g) “**Cross Connection**” means any physical connection to a Watermain whereby any source of raw water or non-potable water supply becomes connected with the Watermain;

- (h) **“Customer Service Area”** means that area contained within either within the corporate boundaries of the Customer shown in **Schedule “B”**;
- (i) **“Customer System”** means the particular distribution system consisting of any reservoir, Watermains, metering facilities, and associated piping, connections, equipment and works extending from and after the Point of Delivery and throughout the Customer Service Area, as depicted within **Schedule “B”**;
- (j) **“Excess Capacity”** means capacity of the Commission System allocated to either the Commission, the Customer, or other customers of the Commission, as contemplated within **Schedule “A”** attached to this Agreement and which from time to time is not being utilized or is otherwise not required by the respective party;
- (k) **“Force Majeure”** means any cause not reasonably within the relevant party’s control and will include, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightening, earthquakes, storms, floods, high waters, washouts, inclement weather, orders or acts of civil or military authorities, civil disturbances, or any other causes, whether of the kind herein enumerated or otherwise, not within the reasonable control of the party and which, by the exercise of due diligence, the party is unable to overcome, provided that lack of funds shall not be a cause beyond control;
- (l) **“Interest”** means the prime lending rate of the Alberta Treasury Branches, plus three (3%) percent per annum;
- (m) **“Meter”** means any and all consumption measuring device(s) used to measure the delivery of Water to the Customer at the Meter Station;
- (n) **“Point of Delivery”** means the outlet valve of the Meter located within the Meter Station;
- (o) **“Rate”** means the price for Water determined from time to time according to the provisions of the attached **Schedule “C”**;
- (p) **“Service Policies”** means those policies established from time to time by the Commission governing the manner in which Water services is provided by the Commission including, without restriction, policies respecting or governing:
 - (i) Rate setting principles, procedures and practice;
 - (ii) billing and collection;
 - (iii) connections to the Commission System; and
 - (iv) system expansion and upgrades;
- (q) **“Strategic Planning & Consultation”** means that consultation process contemplated under Section 11 of this Agreement;
- (r) **“Term”** means the term of this Agreement being a period of twenty-five (25) years commencing on the date hereof and expiring on December 31, 2048, subject to the provisions for earlier termination contained herein and any renewals or extensions hereof;
- (s) **“Water”** means treated water which has been treated by the Commission in accordance with all applicable laws;
- (t) **“Watermain”** means a water pipe line under pressure used to supply or deliver Water.

2. Supply and Purchase

During the Term and pursuant to the provisions contained in this Agreement:

- (a) the Commission will use Best Efforts to:
 - (i) make Water available to the Customer at the Point of Delivery in the manner and at the rate of delivery contemplated within **Schedule "A"** attached to this Agreement; and
 - (ii) avoid situations where it is unable to supply the Customer the quantity of the Water specified within this Agreement;all as further contemplated or described within **Schedule "A"** attached to this Agreement;
- (b) Water purchased from the Commission by the Customer shall be determined as the volume of Water measured at the transmission line Meter located at the Meter Station. The Meter shall be read on the last work day of each month for the determination of monthly billing;
- (c) the Meter(s) shall be read on the last work day of each month for the determination of monthly billing;
- (d) the Customer will pay the Commission for all Water metered as set forth above at the then current Rates established from time to time by the Commission for all of its customers of the same customer class, which may include fixed charges forming part of the Commission's Rates, the product of the applicable Rate and the volume measured by the applicable Meter, and surcharges forming part of the Rates;
- (e) the Commission shall deliver a monthly invoice to the Customer specifying the amount of Water metered and total amount invoiced for the relevant month;
- (c) the Customer shall pay the Commission all amounts due within thirty (30) days of receipt of such invoice. If any invoice is not paid within such thirty (30) days of receipt as aforesaid, any unpaid amount will attract Interest;
- (f) each party will furnish to the other party such information in its possession or control reasonably required for the proper performance of the respective obligations of the party and shall provide such cooperation as is reasonable in order for the other party to be able to perform its obligations under this Agreement;
- (g) the Customer and the Commission are individually responsible for obtaining, at their sole expense, all necessary consents, approvals or orders from any level of government, board, tribunal or other regulatory authority which is or are required in order for each of them to enter into this Agreement or to perform and satisfy their respective obligations described herein. The Customer and the Commission will cooperate with each other and will provide reasonable assistance to each other, when requested;
- (h) neither the Customer nor the Commission will allow or permit any Cross Connection; and
- (i) any new connections to the Commission's System by the Customer (including, without restriction, any connections creating a new Point of Delivery) shall be subject to the Commission's prior written consent and approval (together with all terms or conditions attached thereto), as well as all approval processes, construction requirements, and general terms or conditions imposed by or through the Commission.

3. Customer Operations

During the Term and pursuant to the provisions contained in this Agreement:

- (a) in respect of the services provided by the Customer and the operation and maintenance of the Customer System, the Customer shall be responsible for:
 - (i) all operational compliances respecting the services and all service connections to the Commission System by the Customer including, without restriction, any and all testing and treatment of Water supplied through the Customer System, and compliance with any and all permits, approvals, orders, directives, codes or other regulatory requirements respecting the conveyance and delivery of Water as they relate to the Customer System;
 - (ii) all operation and maintenance of the distribution system forming part of the Customer System in a manner consistent with the directives, guidelines, codes or other regulatory requirements respecting the conveyance and delivery of Water that apply to the Commission's other customers;
 - (iii) management of the Customer's use and supply of water from any Customer Reservoir in alignment with the available volumes and filling provided by the Commission;
 - (iv) hiring or retaining the services of certified water operator(s) as may be required by applicable laws, as well as certified water distribution operator(s) for the operation and maintenance of the distribution system forming part of the Customer System;
 - (v) ensuring and maintaining a chlorine residual within and throughout the Customer System to the consumer in accordance with all applicable permits, approvals, orders, directives, codes or other regulatory requirements;
 - (vi) the impacts upon the water pressure downstream of the Points of Delivery;
 - (vii) impact to Water quality downstream of the Points of Delivery including, without restriction, resulting from sudden increases or spikes in water flow and/or volumes;
 - (viii) any cross contamination caused by the Customer System;
 - (ix) Water testing before delivery to consumers through the Customer System;
 - (x) indemnifying and saving the Commission harmless from and against any and all claims, liabilities and damages resulting from the operation of the Customer System (including, without restriction, such claims, liabilities or damages resulting from or relating to any of the foregoing) in accordance with Section 9 of this Agreement;
- (b) unless otherwise agreed to by the Commission and the Customer, the Customer and the Commission will share instrument signals in the Customer's reservoirs:
 - (i) the Commission must provide the Customer with the applicable instrument signal;
 - (ii) totalizer pulse will not be shared with the Customer;
 - (iii) the Customer must provide the Commission with the applicable instrument signal; and
 - (iv) signals shall be shared to the other party by an analog signal splitter that is installed within the respective instrument owner's programmable logical controller (PLC);
- (c) upon the Customer demand or volume of Water exceeding the maximum service thresholds committed to within **Schedule "A"** attached to this Agreement, without restricting any other provisions of this Agreement the Customer shall respond as soon as reasonably possible, as directed by the Commission, to:
 - (i) initiate water conservation measures (which may include, without restriction, installation of individual metering and billing) and impose conservation measures upon the consumers of

the Water from the Customer System so as to reduce the demand and/or volume of water below the maximum thresholds;

- (ii) undertake and complete leak repairs to the Customer System and/or the service connections servicing the consumers, so as to minimize or eliminate leaks; and
- (iii) undertake and complete modifications to and/or upgrades to the Customer System in order to reduce the demand and/or volume of water below the maximum thresholds;

until the over consumption has been corrected, unless otherwise capable of being resolved temporarily or otherwise as contemplated within **Schedule "A"** attached to this Agreement;

- (d) the Customer and the Commission specifically agree that in the event of a Force Majeure, the Customer will be entitled (unless otherwise physically prevented due to the Force Majeure or impacts thereof) to receive a proportionate share of supply of available Water in the same manner as all customers of the Commission; and
- (e) unless otherwise authorized by the Commission, the Customer shall ensure that Water supplied and sold by the Customer is utilized solely for domestic consumption purposes, being generally Water for drinking, cooking, cleaning, washing, hygiene, sanitation, maintenance and watering of the serviced property a consumer, or other similar such domestic purposes which may be collateral to the operation of a commercial development or enterprise, and in particular shall not be used in any manner whatsoever for the purposes of providing a supply of Water for:
 - (i) intensive agricultural uses such as farming, livestock or feedlot operations; and
 - (ii) irrigation purposes.

4. Renewal

Upon the expiration of the Term of this Agreement shall be automatically renewed for an additional term of five (5) years upon and subject to the same terms and conditions contained within this Agreement, unless the Commission notifies the Customer no less than one (1) year prior to the expiration of the Term of its intention to not renew this Agreement as contemplated by the automatic renewal.

5. Commission Ownership, Metering, Supply

- (a) The Commission owns:
 - (i) all Watermains, metering facilities, associated piping and connections up to the Point of Delivery, comprising the Commission System; and
 - (ii) the Meter and Control Valve within the Meter Station.
- (b) The Customer shall at all times provide the Commission with unrestricted access to the above-noted equipment and all other property of the Commission located on Customer property from time to time for the purposes of allowing the Commission to perform all of its obligations or exercise its rights hereunder.
- (c) Once per year, the Commission will test its Meters for accuracy at its sole expense. The Customer may require a copy of the test results that were conducted by an independent contractor.
- (d) If at any time the Meter Station or a Meter is out of service or is being repaired so that the measurement of the volume of Water being delivered is not being recorded accurately within the Agreed Variance, or if a test determines that a Meter has not registered accurately within the Agreed Variance, the Meter Station or Meter shall be repaired or adjusted as soon as practical, the measurement shall be corrected for a period definitely known or agreed upon, or if not known or agreed upon for one-half of the period since the last Meter test, and the measurements shall be determined or adjusted, as the case may be, to correct for the degree of inaccuracy using the best

available data in the following priority:

- (i) by estimating the volume based upon deliveries under similar conditions during a period of time when the Meter Station and/or Meter were working accurately;
 - (ii) by correcting the error, if the percentage of the error is ascertainable by calibration, test or mathematical calculation; or
 - (iii) by using any check measuring equipment if installed and if accurately registering within the Agreed Variance.
- (e) The Customer may require the Commission to conduct a test on its Meter(s) that is not contemplated in Section 5(c) above. If such test result indicates that the accuracy of the tested Meter exceeds the Agreed Variance, the Commission shall pay the costs for such tests and shall, at its sole expense, repair the Meter in order that the Meter falls within the Agreed Variance. If such test results indicates that the accuracy of the tested Meter is within the Agreed Variance, the Customer shall pay the costs for such test.

6. Customer Ownership, Metering and Supply:

- (a) In addition to the design, construction, installation and commissioning of all portions of the Customer System, the Customer shall be responsible for design, supply, construction, installation and approval of the Control Valve (including, without restriction, the approval of the completion of such work by the Commission prior to turn-over to form part of the Commission System) within the Meter Station.
- (b) The Customer owns the Customer System, consisting of all reservoirs, Watermains, metering facilities, outlet/inlet valves, associated piping and connections from and after the Point of Delivery and contained within the Customer Service Area.
- (c) The Customer shall be responsible for the operations and maintenance of the Customer System including design, new construction, customer billing, customer service, Water quality compliance and all regulatory compliance as required in respect of the operation of the Customer System.
- (d) The Commission shall at all times provide the Customer with unrestricted access to the above-noted equipment and all other property of the Customer located on Commission property from time to time for the purposes of allowing the Customer to perform all of its obligations or exercise its rights hereunder.
- (e) Any resale of Water by the Customer shall be subject to the Commission's Service Policies, which shall not unreasonably interfere with or obstruct the sale of water to the Customer's customers within the Customer Service Area for the purposes set out in Section 3(e) of this Agreement. Without restricting the foregoing, unless otherwise agreed to by the Commission the Customer shall ensure that its Water consumers are subject to the terms of this Agreement including, without restriction, the Service Policies.

7. Repairs, Maintenance and Replacements

- (a) Each party may interrupt or curtail Water service for periods of time as it may reasonably require for the purpose of effecting any repairs, maintenance, replacement, upgrading or other work relating to its Water supply system providing service under this Agreement provided that:
 - (i) such party has given the other party as much notice as reasonably possible, which in the event of planned repairs, maintenance, replacement, upgrading or other work for which it is possible to provide advance notice, shall be at least seventy-two (72) hours prior notice, or in the event of unforeseen circumstances, such party gives notice of the interruption or curtailment as soon as is reasonably possible; and
 - (ii) such party acts reasonably in using Best Efforts to restore services as soon as reasonably possible;

- (b) Each party will use Best Efforts to coordinate the repairs, maintenance, replacement, upgrading and other work referred to in the immediately preceding paragraph with the other party so as to minimize to the extent reasonable the inconvenience to each party arising from such interruptions and curtailments;
- (c) During periods of interruption or curtailment provided for in Section 7(a), above, the supplying party may reduce the level, quality or quantity of service provided to the other party under this Agreement, provided that the supplying party shall treat all of its customers affected by the interruption or curtailment, including the other party, fairly, equitably and without preference, consistent with any operating constraints then in effect. Each party shall use Best Efforts to keep each other apprised of and up-to-date in respect of the relevant circumstances during each interruption or curtailment.

8. Force Majeure

- (a) Neither party hereto shall be liable to the other for any failure of or delay in the performance of its obligations hereunder nor be deemed to be in breach of this Agreement, if such failure or delay has arisen from Force Majeure.
- (b) Where either party is prevented from carrying out its respective obligations hereunder due to Force Majeure, such party shall, as soon as possible, give notice of the occurrence of such Force Majeure to the other party and of the obligations, the performance of which is thereby delayed or prevented and the party giving the notice shall thereupon be excused from the performance of such obligation for the period of time directly attributable to such prevention or delay.
- (c) During the period of Force Majeure, the Commission may impose reasonable restrictions on the delivery of Water, provided that the Commission shall treat all of its customers affected by the Force Majeure, including the Customer, fairly, equitably and without preference, consistent with any operating constraints then in effect;
- (d) The parties agree that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the particular party involved therein and such party may make settlement thereof in such time and on such terms and conditions as it may deem to be advisable and no delay in making such settlement shall deprive such party of the benefits of this Section.

9. Liability, Damages and Mutual Indemnity

- (a) Unless the cause is proven to be due directly to the negligence of either party, their employees or agents, the parties will have no liability to each other whatsoever for any damage, loss, cost or expense resulting from, arising out of or associated with:
 - (i) a break of any Watermain, service pipe or collapse of any ditch or trench;
 - (ii) the interference or suspension of the supply of Water due to maintenance work to, repair work to or replacement work for either party's Water system or an emergency situation regarding any part of either of the party's Water system; and
 - (iii) any accident to or failure of any part of either party's Water system;
- (b) Notwithstanding any other provision of this Agreement, neither the Commission nor the Customer will be liable to the other for any indirect, consequential or punitive damages, including loss of profits or revenues or other similar damages;
- (c) Each party (the "**Indemnifying Party**") agrees to indemnify and save harmless the other party (the "**Indemnified Party**"), its agents and employees from and against any and all damage, injury, loss, costs, causes of action, including legal costs on solicitor and own client full indemnity basis, and claims suffered or incurred by the Indemnified Party, its agents or employees, in each case to the extent caused by:

- (i) the Indemnifying Party's performance or non-performance of this Agreement; or
- (ii) any act or failure to act of the Indemnifying Party, its agents and employees, in respect of which Indemnifying Party, its agents or employees are liable or otherwise responsible in law,

provided that such indemnity shall be limited to an amount in proportion to which the Indemnifying Party, its agents and employees are at fault or otherwise held responsible in law.

10. Mediation and Remedies

- (a) If a dispute arises between the Customer and the Commission regarding the interpretation, application, operation or breach of this Agreement or any part of it and the dispute is not within the jurisdiction of the Alberta Utilities Commission, the Municipal Government Board, or any of their successor entities, then the dispute must be submitted to mediation before either party may take any additional action or step or pursue any available remedy other than to preserve the right to pursue such remedy. The dispute resolution process is described in greater detail in the attached **Schedule "D"**.
- (b) Notwithstanding the mediation process, the parties will continue to perform their obligations described in this Agreement (except to the extent the performance is rendered unreasonable as a result of the pending or ongoing mediation) until such time as the mediation process is complete;
- (c) Subject to Section 7 and 8(b), if a party fails to perform its obligations hereunder, then the other party will have all available legal and equitable remedies.

11. Planning and Consultation

The Customer and the Commission wish to create and develop a process of planning and consultation. Subject always to further agreement of the participants, the Strategic Planning & Consultation contemplated within this Agreement shall contemplate the following.

- (a) Strategic Planning & Consultation shall consist of meetings, no less often than annually, amongst:
 - (i) the board of directors of the Commission; and
 - (ii) one representative of the Customer.
- (b) the nature, procedures and timing of Strategic Planning & Consultation contemplated under this Agreement will be established from time to time by the participants, and in any event shall include and contemplate the following:
 - (i) the meeting of the identified participants not less than once per year;
 - (ii) unless otherwise agreed to no quorum or minimal attendance of the identified participants is required;
 - (iii) the purpose of the Strategic Planning & Consultation is generally to enhance communication between the Commission and the Customer, to analyze and improve the operation of this Agreement and to engage in a process of strategic planning regarding such issues as the supply and delivery of water, water conservation, capital expenditures, and rates and rate increases;
 - (iv) the Strategic Planning & Consultation shall specifically address and deal with the forecasting and commitment of the total volume of Water required by the Customer, as contemplated within Schedule "A" attached to this Agreement; and
 - (v) the Strategic Planning & Consultation will also act as a forum where either the Customer or the Commission may discuss concerns about the purchase, supply and delivery of Water.

In order to accomplish the present or future goals of the Strategic Planning & Consultation contemplated within this Agreement, the participants may establish formal or informal committees. These committees may be composed of people who are not members of the board of directors of the Commission, nor identified representatives of either the Customer or other municipal customers of the Commission.

12. Water Shortage

In the case of a Water shortage, the Commission may impose conservation restrictions on the Customer's Water supply within the Customer Service Area. The Commission shall provide notice of the imposition of the conservation restriction as soon as reasonably possible. The Commission shall treat each and every one of the Commission's customers, including the Customer, fairly, equitably and without preference, consistent with any operating constraints then in effect.

13. Performance by Either Party

A party shall be deemed to be in default hereunder if any of the following events occur (each of the following events to be referred to as an "Event of Default", the party in default to be referred to as the "Defaulting Party" and the party not in default to be referred to as the "Non-defaulting Party"):

- (a) a party fails to make a payment as required by any provision of this Agreement including failure to pay an indemnity amount required to be paid pursuant to the terms of this Agreement (a "Payment Default");
- (b) a party fails to perform any of its obligations under Sections 2 or 3 of this Agreement or fails to perform any other material obligation imposed upon such party under this Agreement (which, for greater certainty, shall not include obligations resulting in a Payment Default if not performed) (each such event being a "Performance Default"); or
- (c) a party experiences any of the following events (an "Insolvency Default"):
 - (i) the party institutes voluntary liquidation, dissolution or winding-up procedures;
 - (ii) the party takes any voluntary proceedings under any bankruptcy or insolvency legislation to be adjudicated a bankrupt or for any other relief;
 - (iii) the party makes a compromise with or an assignment for the benefit of creditors;
 - (iv) a receiver is appointed with regard to the party or to any material part of the party's property;
 - (v) a court adjudges the party to be bankrupt or makes an order requiring the liquidation, dissolution or winding up of the party; or
 - (vi) if the corporate existence of the party is otherwise terminated.

14. Notice of Default

- (a) If a party claims that there has been a Payment Default or Performance Default committed by or affecting the other party, the party making the claim shall give to the party alleged to be in default a notice (hereinafter referred to as the "Notice of Default"). The Notice of Default shall specify and provide particulars of the alleged Event of Default.
- (b) In the event the alleged Event of Default is capable of being remedied, the party alleged to be in default shall:
 - (i) have no cure period in respect of an Insolvency Default,
 - (ii) have a cure period of Thirty (30) days after receipt of the Notice of Default with respect to a Payment Default,

- (iii) subject to Sections 14(b)(iv) and 13(c), have a cure period of Thirty (30) days after receipt of the Notice of Default with respect to a Performance Default, or
 - (iv) if a Performance Default is such that it cannot be reasonably remedied within Thirty (30) days after receipt of the Notice of Default, have a reasonable period of time to cure the Performance Default provided that the Defaulting Party promptly commences and diligently continues thereafter to remedy the Event of Default.
- (c) If before the expiry of the later of the cure period (if any) referred to in Subsection 14(b) or the time to cure specified in the Notice of Default the Defaulting Party cures the Event of Default, the Default Notice shall be inoperative and the Defaulting Party shall lose no rights hereunder.

15. Remedies

Upon the occurrence of an Insolvency Default, or in the event that a Notice of Default has been given and the party alleged to be in default does not cure or remedy the Event of Default in the manner contemplated by Subsection 14(c), the Non-defaulting Party shall have the following rights and remedies:

- (a) in the case of a Payment Default, to charge the Defaulting Party Interest with respect to the unpaid amount until it is paid, calculated daily, regardless of whether the Non-defaulting Party has notified the Defaulting Party in advance of its intention to charge Interest with respect to the unpaid amount; and/or
- (b) in the case of a Performance Default, the Non-defaulting Party may but shall not be obligated to, either directly or indirectly by engaging a third party or otherwise, as the case may be, do all such things in order to rectify such Event of Default at the sole cost and expense of the Defaulting Party; and/or
- (c) in the case of any Event of Default, the Non-defaulting Party may:
 - (i) suspend performance of its obligations under this Agreement, including the right to suspend any payment owing pursuant to this Agreement; and/or
 - (ii) set-off against the unpaid amount any sums due or accruing to the Defaulting Party by the Non-defaulting Party in accordance with this Agreement or the Commission Supply Agreement; and/or
 - (iii) maintain an action or actions for the unpaid amount and Interest thereon on a continuing basis as the amounts become payable but are not paid by the Defaulting Party, as if the obligation to pay those amounts and the Interest thereon was a liquidated demand due and payable on the date the amounts were due to be paid, without any right or resort of the Defaulting Party to set-off or counter-claim; and/or
 - (iv) terminate this Agreement.

16. Remedies Cumulative

A Non-defaulting Party may, at its discretion, exercise the remedies referenced in Section 15 applicable to it in the alternative, concurrently or cumulatively, except where inconsistent with the express provisions contained in this Agreement and provided that in the case of a Payment Default the concurrent or cumulative exercise of remedies shall not result in duplication or a recovery on the part of the Non-defaulting Party based on an amount (excluding Interest) in excess of the Payment Default. No delay or omission by a Non-defaulting Party in exercising its rights or remedies hereunder shall operate as a waiver of those rights or remedies or of any other right or remedy and no single or partial exercise thereof shall preclude any other or future exercise thereof or the exercise of any other right or remedy.

17. General

- (a) Notices

Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:

- (i) personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid; or
- (ii) by fax or email to the Party on whom it is to be served. Notice delivered in this manner shall be deemed received on the earlier of:
 - A. if transmitted before 3:00 p.m. on a Business Day, on that Business Day; or
 - B. if transmitted after 3:00 p.m. on a Business Day, on the next Business Day after the date of transmission; or
- (iii) by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received three (3) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received;

Except as herein otherwise provided. Notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, or seven (7) days after the same has been mailed in a prepaid envelope by single registered mail to:

- (i) if to the Commission: Mountain View Regional Water Services Commission
35566 Range Road 10
Red Deer County, Alberta
T4G 0H5

Attention: CAO
Telephone No.: (403) 227-5828
Email: watermtn@telus.net
- (ii) if to the Customer: Town of Didsbury
PO Box 790
Didsbury, AB T0M 0W0

Attention: CAO
Telephone No.: 403-335-3391
Email: inquires@didsbury.ca

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

(b) **Governing Law**

This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

(c) **Time of Essence**

Time shall be of the essence of this Agreement.

(d) **Preamble and Schedules**

The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that same and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement:

- Schedule "A" - Additional Supply Terms and Conditions
- Schedule "B" - Commission System, Customer System, Point(s) of Delivery and Customer Service Area
- Schedule "C" - Rate
- Schedule "D" - Dispute Resolution Process

(e) **Headings**

The headings, captions, section numbers, subsection numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

(f) **No Authority**

Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

(g) **Further Assurances**

Each of the parties do hereby agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

(h) **Amendments**

This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

(i) **Waiver**

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

(j) **Counterparts**

This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date first above written.

(k) **Statutory Reference**

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

(l) **Unenforceability**

If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

(m) **Survival**

The parties acknowledge and agree that the provisions of this Agreement, which, by their context, are meant to survive the termination or expiry of the Term, shall survive the termination or expiry of the Term and shall not be merged therein or therewith.

(n) **Remedies Generally**

Mention in this Agreement of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative.

(o) **Payment of Monies**

The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds and that any tender of monies or documents hereunder may be made upon the solicitors acting for the party upon whom the tender is desired, and it shall be sufficient that a negotiable bank draft is tendered instead of cash.

(p) **GST Exclusive**

All amounts payable by one party to the other hereunder will be exclusive of any goods and services tax ("GST") and the party providing payment will, in addition the amounts payable hereunder, pay to the other party all amounts of GST applicable thereon. The Commission's GST number is 13432 1157 RT0001 and the Customer's GST number is 10812 6053 RT0001.

(q) **Singular, Plural and Gender**

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.

(r) **Binding Effect**

This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

(s) **Assignment**

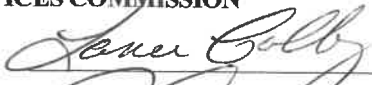
Neither party shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from the other party which consent may not be arbitrarily withheld.

(t) **Requests for Consent**

Each party shall provide any decision with regard to a request for consent in a timely manner.

IN WITNESS WHEREOF the parties hereunto have hereunto executed this Agreement all effective as of the date and year first set forth above, notwithstanding the actual date or dates of execution hereof.

MOUNTAIN VIEW REGIONAL WATER SERVICES COMMISSION

Per:  _____

Per:  _____

TOWN OF DIDSBURY

Per: _____

Per: _____

SCHEDULE "A"

ADDITIONAL SUPPLY TERMS AND CONDITIONS

A. Capacity Commitment/Entitlement

Subject to Part B of this Schedule, throughout the Term the Commission shall provide Water to the Point of Delivery in the following manner:

1. **Forecasted Capacity** – notwithstanding the forgoing, the capacity utilized and service level received by the Customer through the Commission System is subject to the forecasting and service level process, as contemplated within Part B of this Schedule below.
2. **Peak Operation** – the Commission and the Customer will manage their customer demand flow in a cooperative fashion that will manage peak day consumption so as not to exceed peak day allocation (designed at 1.4 times design ADD).

B. Forecasting, Service Levels and Excess Capacity

Notwithstanding the reserved flow amounts and corresponding capacity entitlement and availability, Water service available and provided to the Customer for any year of the Term will be determined or predetermined, as the case may be, as follows:

1. The Customer and the Commission will each prepare their own 5 year forecast for Water demand and submit this forecast to the other party as part of the Strategic Planning & Consultation contemplated within this Agreement for the purposes of allowing the capacity allocation to be reviewed and operating strategies or capital upgrades planned, accepted and implemented.
 - a. On or before October 31 in each year of this Agreement, the Customer will provide to the Commission a written forecast of the quantity of Water which the Customer reasonably expects to require in order to supply the demand of the Customer's customers within the Customer Service Area through the Points of Delivery during each of the next **Five (5) years** running from the commencement of the Term or, if agreed to, calendar years, using reasonable and prudent estimates of growth and demands and good industry practices.
2. On or before March 31 of each year, the representative of the Commission and the Customer shall meet as part of the Strategic Planning & Consultation contemplated within this Agreement to review the forecasts and other related matters affecting planning and operations, and will work together in good faith to reach agreement on the quantity and flow of Water through the Commission System and the Points of Delivery ("**Annual Flow**") for each of the years covered by the most recent forecasts.
3. If the Customer and the Commission cannot reach agreement on the Annual Flow forecast for any Term year or calendar year pursuant to Section 3 of Part B of this Schedule, the Annual Flow will be the greater of:
 - a. the quantity as last agreed upon by the Customer and the Commission for that year, or
 - b. the maximum quantity recorded or reported in any year prior to the period in which an agreement as to forecast volumes for following years has not been reached.
4. Each of the Commission and the Customer will act reasonably in preparing and reviewing each forecast, and in all discussions and negotiations in relation to each forecast and the establishment of an Annual Flow of Water for each year. The Customer and the Commission will use its Best Efforts in the preparation of each forecast to ensure to the extent reasonably possible that it is not over-estimating or otherwise improperly assessing its projected Water service needs. The Customer and the Commission will each exercise sound engineering judgment and, where appropriate, consult with the Commission or the Customer, respectively, when reviewing the technical aspects of the Customer's or the Commission's forecast.

5. The parties expressly and explicitly acknowledge and agree that it would be reasonable for the Commission to refuse to agree to the Annual Flow proposed by a forecast where:
 - a. the Annual Flow proposed by the cumulative forecasts of the Customer and the Commission would reach 100% of the physical capacity of the Commission System within 36 months;
 - b. the forecasted Water demand of the Customer would exceed the capacity allocation to the Customer as set forth above (unless accounted for through Excess Capacity, or otherwise amended in accordance with the terms of this Agreement);
 - c. the refusal is for any bona fide reason, including any bona fide economic (limited to new capital expansion or upgrade requirements not otherwise anticipated within this Agreement), legal, regulatory, technical or engineering reason which are not otherwise addressed within this Agreement;

provided that it would be unreasonable and improper for the party to refuse to agree to a quantity proposed by the forecast primarily for the purpose of limiting or otherwise controlling the growth of residential, commercial or industrial development within the Customer Service Area.

6. Subject to the terms of this Schedule, if the forecasted Water demand of the Customer exceeds the Flow Threshold or Volume Threshold of the Customer as set forth above (as amended from time to time), the Commission may accept the demand requested subject always to the establishment of appropriate arrangements to utilize Excess Capacity available within the Commission's System. For greater certainty, notwithstanding the foregoing, the approval of the Water demand proposed within the forecasts that necessitate the return of the Excess Capacity as contemplated above would be on a conditional or temporary basis, and specifically subject to the return of the Excess Capacity in order to continue to meet the needs and requirements of the Commission. For clarification, this is referred to herein as the return of the Excess Capacity on an as-needed basis.
7. The parties also acknowledge that, subject to Section 6(c) above, the Commission shall not refuse to agree to Annual Flow increases proposed by the Customer if such Annual Flow and/or increases fall within the Flow Threshold or Volume Threshold provided within Section 1 of Part A of this Schedule above.

C. Excess Capacity and Additional Capacity

1. **Excess Capacity** – Temporary use of Excess Capacity existing within the Commission System and the Commission's system in general by the Customer as contemplated within Section 7 of Part B shall be subject to formal written amending agreement executed by the Customer and the Commission. Without in any manner restricting the discretion of the Commission, the Commission shall not agree upon any use of Excess Capacity, unless and until:
 - (a) the Commission has obtained all written assurances satisfactory to the Commission of the availability of the required Excess Capacity in accordance with all applicable Service Policies, and Commission requirements; and
 - (b) all necessary Commission approvals respecting the proposed temporary use of Excess Capacity have been obtained; and
 - (c) any and all impacts to the Commission, the Commission System, and the services provided by the Commission arising from the proposed temporary use of Excess Capacity (including, without restriction, agreement upon any capital expansions, upgrades, or other modifications to the Commission System or the Commission's operations necessary to accommodate the proposed acquisition or disposal of allocated capacity) have been addressed and agreed upon by the affected parties.
2. **Additional Capacity** – any and all amendments to the allocated capacity committed to the Customer as set forth within Section 1 of Part A shall be subject to formal written amending agreement executed by the Customer and the Commission. Without in any manner restricting the discretion of the Commission, the

Commission shall not agree upon any amendments to allocated capacity, nor assignment of all or any portions of the rights and privileges contained within this Agreement respecting entitlement to Water, unless and until:

- (a) the Customer has provided written evidence satisfactory to the Commission of the proposed acquisition or disposal of allocated capacity in accordance with all applicable Service Policies, and Commission requirements; and
- (b) all necessary Commission approvals respecting the proposed acquisition or disposal of allocated capacity have been obtained; and
- (c) any and all impacts to the Commission, the Commission System, and the services provided by the Commission arising from the proposed acquisition or disposal of allocated capacity (including, without restriction, agreement upon any capital expansions, upgrades, or other modifications to the Commission System or the Commission's operations necessary to accommodate the proposed acquisition or disposal of allocated capacity) have been addressed and agreed upon by the affected parties.

D. Return of Excess Capacity and Planning

- 1. **Triggering Events** – requirement to return Excess Capacity, and/or provide for the capacity/demand options/alternatives, shall arise upon the Commission determining that all or any portion of the Excess Capacity being utilized for the servicing of the Customer is required in order for the Commission to properly service its customers including, without restriction, fulfilling the commitments made by the Commission to provide for allocated capacity to other customers. For greater certainty, notwithstanding the foregoing, the return of the Excess Capacity as required above, and the corresponding accommodations of the respective demands for service, shall not be required to be implemented until such time as the Excess Capacity is actually required to be returned in order to continue to meet the needs and requirements of the party entitled to use of such Excess Capacity as part of its respective capacity entitlement. For clarification, this is referred to herein as the return of the Excess Capacity on an as-needed basis.
- 2. **Capacity/Demand Options/Alternatives** – upon the occurrence of the triggering events outlined above, the Customer as recipient of Excess Capacity shall:
 - a. **Capacity/Demand Reduction** – reduce their demand to their respective capacity entitlement so as to accommodate the return of the Excess Capacity on an as-needed basis;
 - b. **Alternatives** – at their or its respective option, either:
 - i. **Alternative Supply** – access the capacity necessary to replace the Excess Capacity to be returned with service through alternative means outside of the operation of service provided by the Commission System; or
 - ii. **Capital Expansion/Up-grade** – agree at its own expense to construct and install the required capital expansions or upgrades necessary to allow return of the Excess Capacity;

or, through any combination of the above and/or agreement between the parties, in order to accommodate the service requirements and the return of the Excess Capacity, as each party may require;

E. Joint Additional Capacity and Planning

- 1. **Planning** – the potential for capital expansions, upgrades, or other modifications to the Commission's System or the Commission's operations on any shared cost basis (whether to accommodate proposed acquisition or disposal of allocated capacity or to expand the service areas and/or capacities of the Customer, the Commission or both), will be:
 - (a) proposed and presented by the parties on a timely basis so as to be considered and, if agreed upon, implemented in time to provide capacity requirements as and when required; and

- (b) be considered by the parties and negotiated in good faith with a view to providing a mutually agreeable solution for the provision of service on a long term basis for the benefit of both parties.

The Customer and the Commission shall meet as soon as reasonably possible after the receipt of request, or notice of the need, to meet and discuss the accommodation of additional capacity.

SCHEDULE "B"

**COMMISSION SYSTEM, CUSTOMER SYSTEM, POINTS OF DELIVERY &
CUSTOMER SERVICE AREA**

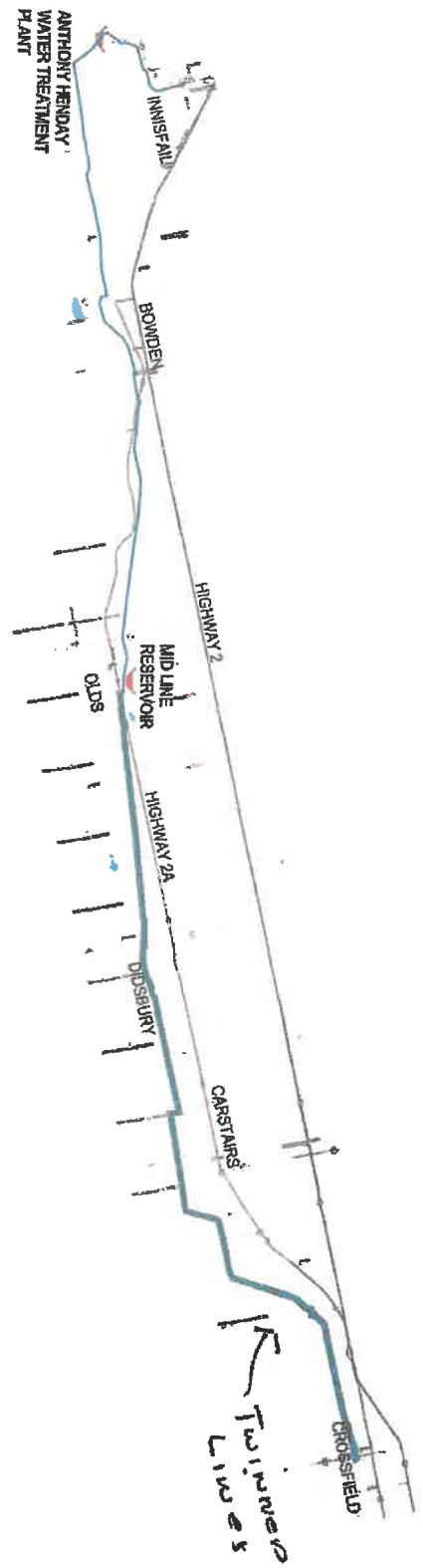
A. COMMISSION SYSTEM

51241\1227218-AMWSC loc Line Pumping Study\pumping system studies
2014-01-19 10:00 AM by d.w.m

Stantec Consulting Ltd.
600, 4808 Rease Street
Red Deer AB Canada
T4M 1K5
Tel: 403.341.3320
Fax: 403.342.0989
www.stantec.com

Legend
MWRWSC REGIONAL WATERLINE
MID LINE PUMPING SYSTEM
Notes

October, 2012
12/27/2012
AMWSC
MID LINE PUMPING
STUDY
MWRWSC REGIONAL SYSTEM



B. CUSTOMER SYSTEM

C. POINTS OF DELIVERY

TOWN OF DIDSBURY
NE 13 / 31 / 02 / 5

D. CUSTOMER SERVICE AREA

SCHEDULE "C"

RATES

Rates will be calculated and charged on the basis of the following principles:

1. **Cost of Service Basis** – a cost of service basis utilizing the principles set out in the American Water Works Association ("AWWA") manuals of practice dealing with water rates and charges, as revised and updated from time to time, and in accordance with the findings and directives of the Alberta Utilities Commission, and Commission Decisions including, without restriction, E95070 and Amending Orders E95072 and U96026;
2. **Amendment** – principles and practices to be applied to determine Rates may change from time to time by way of negotiated agreement between the parties, as a result of changes to the foregoing references for principles and rate setting practices, or as a result of a decision or order of the Alberta Utilities Commission, or a successor tribunal or authority;
3. **Current Rate** – based on the foregoing, as of the date of this Agreement the current Rate shall be comprised of the following:
 - a. **Basic Rate Component** – of \$ /m³ (2023) of Water measured at the Meter located within the Meter Station.
 - b. **Administrative Charge** – being a proportionate share of administration costs incurred by the Commission, based upon an equal share of such costs for each customer of the Commission.
 - c. **Surcharge Rate Component** – as established by the Commission from time to time for the volume of water supplied over the maximum daily, monthly or annual volume (derived from the maximum flow provided in Part A of **Schedule "A"**) committed to under this Agreement.

Unless the cost of servicing the Customer and/or any other customer of the Commission is shown to be sufficiently different to justify a different rate or customer class in accordance with the principles contemplated within this Schedule, the rates applicable to and payable by the Customer shall be the same as those applicable to all of the Commission's other customers;

4. **Rate Setting by Commission** – subject to the foregoing, the Rates shall be established by the Board of Directors for the Commission;
5. **Notice of Changes to Rates** – notwithstanding the foregoing, the Commission will use its best efforts to provide at least one (1) month's prior notice in writing of intended changes to Rates, prior to implementing the revised Rate;

subject always to the Service Policies established, amended and replaced from time to time by the Commission.

SCHEDULE "D"

DISPUTE RESOLUTION PROCEDURE

The Customer and the Commission acknowledge that in any business relationship a difference of opinion or interpretation or a divergence of interest may arise. The Customer and the Commission are committed to resolving any disputes in a non-adversarial, informal and cost efficient manner. Therefore, the Customer and the Commission agree that:

1. They will attempt to resolve any dispute through direct negotiations; and
2. Failing successful negotiation they will resort to mediation as follows:
 - (a) Either party may by written notice to the other request the selection of a mediator whose qualifications are appropriate for the dispute to be mediated (the Mediator);
 - (b) Within 7 days of his or her selection, the Mediator will designate a time for a meeting among the Mediator and a representative of each of the Customer and the Commission. Each representative must have authority to agree to a resolution of the dispute;
 - (c) For a 45 day period of time from the written notice requesting the selection of a mediator, neither the Customer or the Commission will take any action or step or pursue any available remedy other than to use its Best Efforts to participate in the mediation process;
 - (d) The cost and expense of the Mediator and the mediation process will be paid for equally by the Customer and the Commission;
 - (e) The mediation process, including all discussions, proposals and written materials made or prepared, will be strictly confidential and cannot be used or referred to in any subsequent action, step or proceedings;
 - (f) The Mediator cannot be called by either party as a witness in any subsequent action, step or proceedings;
 - (g) After the expiry of the forty-five (45) day period referred to in 2(c) hereof, either party may pursue such remedies that it determines necessary, in its sole discretion.
3. In the event that a Mediator is not agreed upon and appointed by the parties, or in the event that the Mediator is unable to resolve the dispute or disagreement as contemplated above, either party may refer the matter to be resolved by:
 - (a) AUC – review and decision by the Alberta Utilities Commission, in respect of any disputes or disagreement that falls within the jurisdiction or authorities of the Alberta Utilities Commission; and
 - (b) **Arbitration** – review and decision by an arbitrator, in respect of any disputes or disagreement that falls outside the jurisdiction or authorities of the Alberta Utilities Commission;

in each case by delivering written notice to the other party to that effect. Referral to the Alberta Utilities Commission shall follow the procedures of the Alberta Utilities Commission, as established or amended from time to time. Arbitration hereunder shall be by a reference to an independent person to be selected jointly by the parties, and his/her decision shall be final and binding. In the event that the parties shall fail to agree on an arbitrator within 7 days of either parties' arbitration notice pursuant to the above, then an arbitrator shall be selected in accordance with the practice and procedures of the Alberta Arbitration and Mediation Society. Failing the selection of the arbitrator within 14 days of either parties' arbitration notice above, the provisions of the *Arbitration Act*, RSA 2000, c. A-43, as amended or replaced from time to time, shall apply and an application shall be made to a Justice of the Court of Queen's Bench of Alberta to select the arbitrator.



**REGULAR COUNCIL MEETING
Request for Decision (RFD)**

*Vision: The Place to Grow.
Mission: Creating the Place to Grow.*

MEETING DATE: March 12, 2024
SUBJECT: Rosebud Health Foundation Spring Fling
ORIGINATING DEPARTMENT: Legislative Services

BACKGROUND/PROPOSAL:

The Rosebud Health Foundation is a non-profit organization whose mission is to improve health outcomes by providing funding support for equipment and programs that enhance the delivery of healthcare for the people of the communities in Mountain View County.

The Rosebud Health Foundation is holding their Second Annual “Spring Fling” event which is being held at the Didsbury Memorial Complex on April 20, 2024 from 5:30 p.m. to 12:00 a.m.

The organizers are asking Council to consider supporting their event by donating a gift certificate, merchandise, or services for their silent auction, or by becoming a sponsor. The name of the donors and their donations will be listed in the event program which will be viewed by all guests, and they will also provide the list to local media.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

In 2023, Council approved a Gold Level sponsorship for the Rosebud Health Foundation First Annual Spring Fling in the amount of \$800, which was funded from the Council budget.

The sponsorship levels for the 2024 event are:

- Genuine One-of-a Kind PLATINUM Rose – Event Sponsor (\$1000)
This donation Includes placement of signage (provided by the organization) at the entrance; SPECIAL recognition and introduction at the banquet; print / media acknowledgement; one table for eight with priority seating, special service, food, drinks; advertising as a VIP event sponsor.
- Cash Donation (any amount)
- Prize Donation (any amount)

The funds raised will go towards their organizational goals.

Please find attached the the event poster and the Levels of Sponsorship form.

ALIGNMENT WITH STRATEGIC PLAN

4. Healthy Active Living

RECOMMENDATION

To approve the sponsorship/donation of _____ for the _____ sponsorship level to the Rosebud Health Foundation Second Annual Spring Fling with funds coming from the Council budget.

OR

A motion at Council’s discretion.

THE ROSEBUD HEALTH FOUNDATION PRESENTS

ROSEBUD SPRING FLING

DINNER | DUELLING PIANOS | SILENT AUCTION

SATURDAY APRIL 20, 2024

DIDSBURY MEMORIAL COMPLEX - MULTI PURPOSE ROOM
1702 21 Avenue, Didsbury AB

5:30PM COCKTAIL HOUR | 6:30PM DINNER | 7:30PM ENTERTAINMENT

Come dressed in your best 1920s attire and enjoy a prohibition-themed experience!

VIP TABLE OF EIGHT \$1,000

INDIVIDUAL TICKET \$75

Contact Leone at coordinator@rosebudhealth.ca



2nd Annual 'Spring Fling'
Saturday April 20, 2024
Didsbury Memorial Complex

Levels of Sponsorship

- Genuine One-of-a-Kind PLATINUM Rose – EVENT SPONSOR \$1000.00**
Includes placement of signage ((Provided by your organization) at the entrance / SPECIAL recognition and introduction at banquet / print / media acknowledgement / 1 table for eight, priority seating, special service, food, Drinks, Advertising as a VIP event sponsor.

YES, I will be **PLATINUM Rose** Event Sponsor _____

- INDIVIDUAL Petals - \$75.00 - includes:** an amazing evening of Fun & Games

YES, I would like **PETAL** Tickets _____

**CASH DONATIONS –
100% TAX RECEIPTABLE**
Media acknowledgement will be provided

PRIZE DONATION
Prizes will be greatly appreciated.
Media acknowledgement will be provided.

Contact Coordinator for pick up or drop off point.

ENCLOSED IS A **CHEQUE PAYABLE TO: ROSEBUD HEALTH FOUNDATION**

MASTERCARD **VISA**

DATE CARD EXPIRES: _____ AMOUNT TO BE CHARGED: _____

PLEASE CHARGE TO CREDIT CARD NUMBER: _____

ETRANSFER: coordinator@rosebudhealth.ca

PRINT YOUR NAME/COMPANY: _____ / _____

ADDRESS: _____

SIGNATURE: _____ PHONE: _____

CONTACT NAME (PLEASE PRINT) _____

Tax Receipting as Per Revenue Canada Guidelines

ROSEBUD HEALTH FOUNDATION

P.O. Box 962 Didsbury, Alberta T0M 0W0

If you require further Information

Please contact CO-ORDINATOR Leone Regner 403-660-5432



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: The Place to Grow.

Mission: Creating the Place to Grow.

MEETING DATE: March 12, 2024
SUBJECT: Municipal Area Partnership
ORIGINATING DEPARTMENT: Legislative Services

BACKGROUND/PROPOSAL:

The Municipal Area Partnership (MAP) is made up of the Towns of Carstairs, Didsbury, Olds and Sundre, the Village of Cremona, and Mountain View County.

Mountain View County Reeve, Angela Aalbers, sent a letter to the Committee Members indicating that the County has made the decision to step back from MAP committee.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

As stated in the attached letter, the reasons given for leaving the committee are due to regional initiatives not being a priority for MAP members and, therefore, the County would like to focus on the Intermunicipal Collaboration Committee (ICC) to further relationships one-on-one.

As the funding managing partner of MAP, the County suggests that the remaining funds be distributed using the same ratio as contributions were made to the fund.

Council may wish to discuss whether remaining with the Municipal Area Partnership is beneficial for the Town of Didsbury, or if it would be better to step back from the committee. With Mountain View County no longer a part of MAP, the committee will consist of only urban municipalities.

ALIGNMENT WITH STRATEGIC PLAN

5. Governance & Organizational Excellence

RECOMMENDATION

To approve to step back from the Municipal Area Partnership Committee.

OR

To remain with the Municipal Area Partnership Committee.



Mountain View C O U N T Y

February 14, 2024

MAP Committee Members
Via e-mail

Subject: Municipal Area Partnership Committee

Mountain View County council would like to inform our partners that we have made the decision to step back from the Municipal Area Partnership (MAP) committee. This decision comes after careful consideration and evaluation of the committee's purpose and goals mainly being to discuss regional opportunities, build regional relationships and reduce divisiveness, and apply for intermunicipal grants and other funding opportunities. It has become apparent that regional initiatives are not a priority for our MAP members and therefore, the County would rather focus our efforts on our Inter-municipal Collaboration Committees (ICC) to further relationships one on one with our partners.

County Council would like to express our gratitude to all members of the MAP committee and their respective Councils for their dedication and efforts in service to our community. While the County will no longer participate in MAP, the spirit of collaboration and partnership that it sought to foster will continue to guide our municipal initiatives.

Moving forward, we remain committed to engaging with stakeholders, fostering community development, and addressing the needs of our residents through our ICCs. Please be reminded that applications to the County's Inter-municipal Collaboration Capital Reserve fund ([Policy 8006](#)), can be made through the ICCs. This policy also encourages a regional approach to capital projects and that an application brought forward for a capital project from multiple urban municipalities may access a higher capital contribution more than the \$1 million per project threshold.

The County suggests that the remaining funds of \$23,917.21 in the MAP account held by the County be distributed based on the same ratio contributions were made to the fund. The County contributed 40% of the funds and we suggest that the County retain \$9,566.88 and distribute the remaining funds to MAP. We will wait for the direction of the remaining MAP members if there is another suggestion for the funds. Please do not hesitate to reach out if you have any questions or require further clarification regarding this decision.

Thank you for your understanding and cooperation.

Sincerely,

Angela Aalbers
Reeve

AA/lmc



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: The Place to Grow.

Mission: Creating the Place to Grow.

MEETING DATE: March 12, 2024
SUBJECT: Infrastructure Annual Report List
ORIGINATING DEPARTMENT: Engineering & Infrastructure

BACKGROUND/PROPOSAL:

Council asked Administration to return a list of annual reports the department is obligated to submit to the Province [Res. 80-24].

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

The following reports are submitted to Alberta Environment and Protected Areas:

1. Annual Water Report
2. Annual Wastewater Report

ALIGNMENT WITH STRATEGIC PLAN

1. Strategically Managed Infrastructure

RECOMMENDATION

To accept the Annual Water and Wastewater Reports as information.



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: The Place to Grow.

Mission: Creating the Place to Grow.

MEETING DATE: March 12, 2024
SUBJECT: Keeping Political Parties out of Local Elections
ORIGINATING DEPARTMENT: Legislative Services

BACKGROUND/PROPOSAL:

Tyler Gadam, President of Alberta Municipalities (ABmunis), is asking municipalities to ‘Join the Call’ to Keep Political Parties out of Local Elections.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

“A public survey, an ABmunis resolution, and results of the province’s own consultation processes indicate that Albertans do not want to see the encroachment of political parties at the local level.

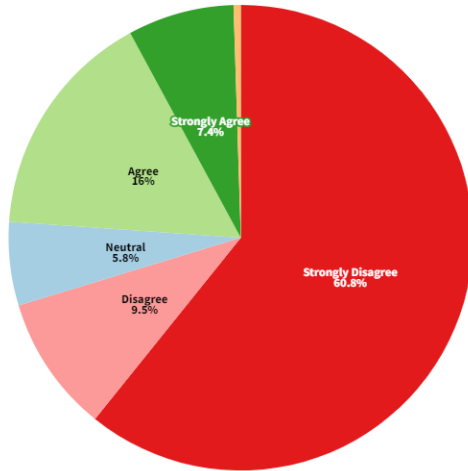
Despite this, the Government of Alberta has not committed to abandoning plans to enable parties to be included on local election ballots.”

ABmunis hosted a media availability calling for a commitment from the Government of Alberta to listen to Albertans. ABmunis is asking municipalities help to amplify their call so that all political parties know Albertans’ local leaders want local elections remain independent.

Survey Shows Little Appetite for Adding Parties to Municipal Election Ballots

Responses to Alberta government's online survey

"The electoral ballot should be amended to allow political parties to be listed by municipal candidates"



If Council would like to “Join the Call”, ABmunis has provided information for messages for local media, email, letters or to include in conversations with our local MLA or with interested Albertans.

ALIGNMENT WITH STRATEGIC PLAN

5. Governance & Organizational Excellence

RECOMMENDATION

To support Alberta Municipalities in their efforts to Keep Political Parties out of Local Elections.

OR

To accept Alberta Municipalities efforts to Keep Political Parties out of Local Elections as information.



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: The Place to Grow.

Mission: Creating the Place to Grow.

MEETING DATE: March 12, 2024
SUBJECT: Invitation to Participate in ICF Survey
ORIGINATING DEPARTMENT: Legislative Services

BACKGROUND/PROPOSAL:

Honourable Ric McIver, Minister of Municipal Affairs, is inviting municipalities to participate in the review of the *Municipal Government Act* requirements related to Intermunicipal Collaboration Frameworks (ICF).

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

Please find attached the engagement letter from Minister McIver along with the link to a survey where participants can share their perspectives on ICFs. The survey is available until April 12, 2024. It is recommended that it be referred to Didsbury's ICC members for review and responses, in consultation with Council.

ALIGNMENT WITH STRATEGIC PLAN

5. Governance & Organizational Excellence

RECOMMENDATION

To refer the Alberta Government Survey regarding Intermunicipal Collaboration Frameworks to the Didsbury ICC group for review and response in consultation with Council, prior to April 12, 2024.



ALBERTA
MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Calgary-Hays*

AR113898

To All Chief Elected Officials:

I am inviting your municipality to participate in the review of the *Municipal Government Act* requirements related to Intermunicipal Collaboration Frameworks (ICFs). ICFs encourage integrated and strategic planning, delivery, and funding of inter-municipal services.

Municipal Affairs welcomes your insight and feedback to ensure any future legislative changes consider the needs of municipalities. The scope of this engagement covers the following topics:

- required content of ICFs;
- ICF agreement duration;
- cost calculations;
- mediation and arbitration; and
- enforcement.

I encourage you to complete the survey and share your perspectives on these important matters. The survey is available at extranet.gov.ab.ca/opinio6//s?s=ICFReview and should take 15 to 20 minutes to complete. The survey is available until **April 12, 2024**.

Ministry staff will also be seeking input from chief administrative officers through discussion sessions to supplement the survey and focus on practical implementation considerations. The collective outcomes of the engagement will inform future legislative changes targeted for 2025.

If you have any questions about this review or the collection and use of this information, please email ma.engagement@gov.ab.ca.

Thank you for your participation.

Sincerely,

Ric McIver
Minister

cc: All Chief Administrative Officers



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: The Place to Grow.

Mission: Creating the Place to Grow.

MEETING DATE: March 12, 2024
SUBJECT: Reduction of Speed Limits in the Town
ORIGINATING DEPARTMENT: Legislative Services

BACKGROUND/PROPOSAL:

The Service Level Committee was tasked with looking at the reduction of speed limits in the Town of Didsbury [Res. 308-23].

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

At the March 6, 2024 Service Level Committee meeting, the Committee considered various areas in the town that would benefit from a speed reduction, where practicable, including several residential roads with different limits than other similar areas.

The Committee also discussed the speed limits at the entrances on Hwy 582 to the west and east of town. After discussion, the Committee decided that more information would be beneficial to making an informed recommendation to Council.

The Committee consented to seek guidance from Council and approval to task Administration with preparing a draft plan with recommendations for the Committee's further consideration.

ALIGNMENT WITH STRATEGIC PLAN

1. Strategically Managed Infrastructure

RECOMMENDATION

To have Administration prepare a draft plan with recommendations for speed limit changes in the Town of Didsbury and refer the information to the Service Level Committee for review and recommendation to Council.

OR

A motion at Council's discretion.



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: The Place to Grow.

Mission: Creating the Place to Grow.

MEETING DATE: March 12, 2024
SUBJECT: Proposed 2024 Closure of Town Facilities
ORIGINATING DEPARTMENT: Legislative Services

BACKGROUND/PROPOSAL:

The Service Level Committee was tasked with reviewing the closures of Town Facilities in 2024 [Res. 594-23].

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

At the March 6, 2023 Service Level Committee meeting, the committee discussed the current closures which are the same as previous years. With the exception of the recreation facilities, the regular closures include the statutory holidays, as well as a closure on Christmas Eve in lieu of Easter Monday. Administration consulted with town legal counsel who advised that as these individual holiday closures are part of general staff days-off, they are therefore operational decisions for administration, as staff accommodations are internal administrative decisions.

General service-level discussions would be whether or not to explore increasing the level of service to generally be open during holidays, with the associated overtime costs for doing so being considered. The committee is not interested in exploring this and therefore, the committee is recommending that no further action be taken with regards to this.

One service-level aspect that has come up previously was in relation to Friday noon-hour closures. Previously, following COVID closures, administration was able to open for noon-hours Monday to Thursday without increasing staff capacity and therefore the budget. However, due to limited capacity, to make this work, they required being able to close at noon on Fridays. However, Council may want Administration to explore the costs for increasing the level of service to include Friday noon-hour openings, which could be brought back to the budget meeting on March 18, 2024

If Council is interested in exploring Friday noon-hour opening, then they recommend that Council pass a motion requesting information on the budget implications for doing so.

ALIGNMENT WITH STRATEGIC PLAN

5. Governance & Organizational Excellence

RECOMMENDATION

To accept this Committee report on 2024 Closure of Town Facilities as information.

OR

To accept this Committee report on 2024 Closure of Town Facilities as information and request information on the service level increase required to open Fridays at noon, along with estimated budget impacts, back to the budget process.



**REGULAR COUNCIL MEETING
Request for Decision (RFD)**

*Vision: The Place to Grow.
Mission: Creating the Place to Grow.*

MEETING DATE: March 12, 2024
 SUBJECT: DOSCA – 2023 Year End Deficit
 ORIGINATING DEPARTMENT: Community Services

BACKGROUND/PROPOSAL:

At the February 27, 2024 Regular Council Meeting, Council was presented with an item relative to a deficit that was incurred by the DOSCA program in 2023. This deficit, valued at \$33,454.29, was a result of under-budgeting for Provincial wage-tops for the program staff, as well as lower than expected revenues in some areas of the program. Council directed this item to the Financial Planning Committee (FPC) to develop a plan for repayment of this deficit.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

The FPC met on March 7, 2024 and is providing two options for Council’s consideration relative to repayment. For both options below, the FPC is recommending that the \$11,271.13 currently in the DOSCA reserve be applied to the deficit, which would reduce the funding required to \$22,183.16.

Option One: Adoption of repayment plan from DOSCA for a five-year period. This plan would rely on a surplus for the DOSCA program annually and could be achieved through the following avenues:

- Increased FCSS support annually – A small increase of \$3000/year from FCSS from 2025-2028 would support the DOSCA program, and would help offset program costs. Grants, such as FCSS, combined with program fees and government subsidies make up the majority of revenues for the DOSCA program.
- Increased DOSCA program fees – An 11% increase (or \$0.50/hour) went into effect on February 1, 2024, and will result in a \$4400 increase in 2024, above what is currently budgeted for. A 3% increase would result in an additional \$1380 to the budget in year three (2026). A subsequent 4% increase in year five (2028) would result in an additional \$1895 in revenues.
- If other operational increases are realized within the next five years, the loan may be repaid sooner.

	2024	2025	2026	2027	2028	TOTAL
Increased FCSS Support	\$2,697 (confirmed)	\$3,000	\$3,000	\$3,000	\$3,000	\$14,697
Increased fees	\$4,400 (current rate)		\$1,380 (3% increase or \$0.27/hour = \$9.27/hour rate)		\$1,895 (4% increase or \$0.37/hour = \$9.64/hour rate)	\$7,675
TOTAL	\$7,097	\$3,000	\$4,380	\$3,000	\$4,895	\$22,372



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: The Place to Grow.

Mission: Creating the Place to Grow.

Option Two: Approve a one-time deficit of \$22,183.16 in the department. In 2023, the FCSS department realized a surplus of \$31,360.52 as a result of increased Provincial support and lower than projected program costs. Leaving a deficit in 2023 would allow those in the future to look back through the records to see what year the deficit year occurred, and knowing that a surplus existed in other community service departments in the same year.

ALIGNMENT WITH STRATEGIC PLAN

3. Strong & Resilient Local Economy

RECOMMENDATION (two motions)

To approve the allocation of \$11,271.13 from the DOSCA Reserve to offset the 2023 deficit of \$33,454.29.

AND

To approve the transfer of the remaining deficit of \$22,183.16 to DOSCA internal borrowing with repayment as outlined in the written plan in option one above.

OR

That Council approve a year end deficit of \$22,183.16 in the DOSCA department in 2023, which is offset by the operational surplus generated by the FCSS department.



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: The Place to Grow.

Mission: Creating the Place to Grow.

MEETING DATE: March 12, 2024
SUBJECT: 2023 Year End Reserve Allocation
ORIGINATING DEPARTMENT: Corporate Services

BACKGROUND/PROPOSAL:

In accordance with the Town's Policy FIN 008-22 – Year End Reserve Allocations, Council is responsible for approving the allocation of operating surplus for tax purposes and unbudgeted revenues on an annual basis. The annual operating surplus for tax purposes is the excess of revenues over expenditures including reserve transfers and debt payments. Unbudgeted revenues are new and/or one-time revenues for which no budget amount was included in the approved budget. Each year, after all revenues and expenditures have been recorded, Administration prepares an analysis of the year end actual balance after adjustments for non-cash items, compared to the approved budget. Often, municipalities end up with a surplus generated from revenues that are higher than budget, or expenses that are lower than budget.

Reserve allocations shall follow FIN 007-24 – Reserve Policy. When determining what amount to reserve at year end, Council must also take into account the excess cash flow available, otherwise it may not be feasible to cash fund the reserve transfer.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

DOSCA

DOSCA generated a deficit of \$33,454.29 in 2023 which is being discussed in a separate RFD. This analysis of the year end surplus assumes that the DOSCA deficit has been covered by way of transfer from reserves and internal borrowings and, as such, is not included in the year end surplus. If Council makes a different decision, it may impact the year end surplus.

Subdivision

Each year the Subdivision department incurs costs that are only recouped if there have been sales of lots. In 2023, there were no lot sales, which caused the department to experience a deficit of \$241,464.56. Taxes do not pay for these expenditures, so when no lot sales occur, the Town's cash available is reduced by this amount.

It is recommended that Council approve transferring the current year costs of Shantz to the internal loan with the repayment plan as follows:



REGULAR COUNCIL MEETING Request for Decision (RFD)

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Balance, January 1, 2023	1,391,103
2023 transfer	241,465
	1,632,567
Future Loan Expenditures Remaining	
2024	240,594
2025	198,591
2026	74,498
	513,683
Total balance	2,146,250
Land Valuation	
Lot 1	1,757,390
Lots 2, 10, 11, 12	2,433,900
Closing costs	unknown
	4,191,290

Future sales of Shantz lots 1, 2, 10, 11 and 12, less closing costs, will go towards repayment of the overall balance of Shantz internal borrowings.

This analysis of the year end surplus assumes that the Subdivision deficit is covered by way of internal borrowings. If Council makes a different decision, it may impact the year end surplus.

Year End Surplus – summarized by Division

The remaining year end surplus is \$520,489 and is outlined below.

	Budget	Actual	Operating Surplus / Deficit for Tax Purposes	
Council and Election	(265,572)	(253,020)	(12,552)	surplus
General government	5,806,468	5,909,565	(103,097)	surplus
Protective Services	(1,293,289)	(1,265,506)	(27,783)	surplus
Public Works	(1,776,798)	(1,627,384)	(149,414)	surplus
Community Services	(274,449)	(237,783)	(36,666)	surplus
Planning & Development	(408,295)	(384,747)	(23,548)	surplus
Recreation	(1,570,754)	(1,397,608)	(173,146)	surplus
Culture	(217,311)	(223,028)	5,717	deficit
	-	520,489	(520,489)	surplus



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: The Place to Grow.

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The surplus is broken out in further detail below.

	Budget	Actual	Operating Surplus / Deficit for Tax Purposes	
TAXATION REVENUE	5,120,956	5,126,934	(5,978)	surplus
OTHER REVENUES	3,109,545	3,370,791	(261,246)	surplus
PROCEEDS ON SALE OF ASSETS	-	26,629	(26,629)	surplus
FRANCHISE FEES	890,000	870,944	19,056	deficit
SALARIES	(4,120,960)	(3,938,098)	(182,862)	surplus
CONTRACTED POLICING	(655,000)	(656,900)	1,900	deficit
OTHER EXPENSES	(4,344,541)	(4,279,812)	(64,729)	surplus
	-	520,489	(520,489)	surplus

Recommendations

It is recommended that the surplus is cash funded and, therefore, only the portion available in cash be reserved. There is currently approximately \$245,000 available in cash to fund the year end reserve transfer. The cash flow available was reduced by the 2023 DOSCA deficit and 2023 Subdivision costs. Cash flow fluctuates based on repayment rate of loans, accounts receivable, and other financial assets.

1. According to CS003-24 – Community Grant Program, funding for the next year’s program is based on the year end surplus of the previous year. The total funding allocated from the budget surplus will be a maximum of \$30,000, or 10% of the total surplus, whichever is less. Based on the year end surplus, \$30,000 is available to allocate. However, there is currently \$100 unexpended from 2023; therefore, it is recommended that \$29,900 be reserved into the Council Community Grants reserve.
2. During the year, a 2008 Dodge 1500, a 2008 Ford F250, and a 2006 Komatsu Skidsteer were sold for total proceeds of \$26,629. According to FIN 006, the funds generated from these disposals shall be brought back to Council for allocation. Typically, funds are returned to the most fitting reserve which, in this case, is the O&M Vehicle and Equipment Replacement Reserve.
3. According to FIN 007-24 – Reserve Policy, the Snow Removal reserve has a maximum balance of \$50,000 and is to be funded from the year end surplus between budget and actual snow removal lines within the budget. The budget for snow removal in 2023 was \$40,000 and the expenditures totaled \$25,534, a difference of \$14,466. Since the current balance of the Snow Removal reserve is \$38,856, it is recommended that \$11,144 be transferred to the reserve to bring it to a total of \$50,000.
4. In 2023, the Fire Department generated an additional \$3,985 from the Town’s portion of lease revenue for leasing the ECC to Alberta Health Services during the renovation of the hospital. In 2022, the lease revenue was reserved to the Firehall reserve and for consistency, it is



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: The Place to Grow.

Mission: Creating the Place to Grow.

recommended that \$3,985 from 2023 is again reserved to the Firehall reserve.

5. In 2023, there was revenue generated from filming in the community, including \$5,000 for the rental of the Old Town Office and \$7,650 for the rental of the parking lot at the Didsbury Memorial Complex. This was unbudgeted revenue; therefore, it is recommended that \$5,000 be transferred to the Economic Development Reserve and \$7,650 be transferred to the Didsbury Memorial Complex Reserve.

6. The remaining year end surplus, with cash flow available, is recommended to be reserved in the Strategic Initiatives and Contingency Reserve as per policy FIN 007-24 – Reserves Policy.

DESCRIPTION	Policy	AMOUNT	RESERVE FUND RECOMMENDED
Proceeds on sale of vehicles & equipment	FIN 006 - Disposition of Surplus Assets	29,629	O&M Vehicle & Equipment Replacement Reserve
Council Community Grants	CS003-24 Community Grant Program	29,900	Council Community Grants Reserve
Snow removal (max \$50,000 per policy)	FIN 007-24 Reserve Policy	11,144	Snow Removal Reserve
AHS Lease Revenue		3,985	Firehall Reserve
Filming Revenue - Parking Lot	FIN 008-22 Year End Reserve Allocations	7,650	Didsbury Memorial Complex Reserve
Filming Revenue - Old Town Office	FIN 008-22 Year End Reserve Allocations	5,000	Economic Development & Tourism Reserve
Remaining of cash flow available	FIN 007-24 Reserve Policy	157,692	Strategic Initiatives and Contingency Reserve
		245,000	

ALIGNMENT WITH STRATEGIC PLAN

5. Governance & Organizational Excellence

RECOMMENDATION

To approve transferring the 2023 subdivision deficit of \$241,464.56 to internal borrowings, due from Subdivision, the balance of which is to be repaid from future sales of Shantz lots 1, 2, 10, 11 and 12.

AND

To approve the allocation of the 2023 year end surplus as follows:

- \$29,629 to the Operations & Maintenance Vehicle & Equipment Replacement Reserve
- \$29,900 to the Council Community Grants Reserve
- \$11,144 to the Snow Removal Reserve
- \$3,985 to the Firehall Reserve
- \$7,650 to the Didsbury Memorial Complex Reserve
- \$5,000 to the Economic Development Reserve
- \$157,692 to the Strategic Initiatives and Contingency Reserve



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: The Place to Grow.

Mission: Creating the Place to Grow.

MEETING DATE: March 12, 2024
SUBJECT: Council Assignments Update
ORIGINATING DEPARTMENT: Legislative Services

BACKGROUND/PROPOSAL:

At the January 23, 2024 Regular Council Meeting, Council approved Didsbury's membership in the Alberta Mid-Sized Towns Mayors' Caucus [Res. 067-24]. Furthermore, Council supported the Mayor's submission to be considered for election to an Executive Caucus Committee or Executive Board Member position [Res. 068-24].

Council also previously approved the Mayor's engagement with regional partner's on a regional police feasibility study. With grant funding secured for this study and the regional committee preparing to move forward with the consultative aspects of the study, the Mayor will continue to participate with regional partners in these upcoming consultations.

Therefore, it is recommended that the Council Assignments be updated to include both of these assignments.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

Attached is the revised *Council Assignments* list with the following addition under 'Committees for Mayoral Appointment':

Alberta Mid-Sized Towns Mayors' Caucus

- Mayor Rhonda Hunter (Chair)

Regional Police Feasibility Study Group (Committee)

- Mayor Rhonda Hunter

ALIGNMENT WITH STRATEGIC PLAN

5. Governance & Organizational Excellence

RECOMMENDATION

To approve the 2023-2024 Council Assignments as presented.



2023-2024 COUNCIL ASSIGNMENT LIST

COUNCIL APPOINTED COMMITTEES:

Didsbury Economic Development Advisory Committee (Bylaw 2022-13)

- Deputy Mayor Curt Engel
- Councillor Ethan Williams (Alternate)

Emergency Advisory Committee (Bylaw 2020-06)

- All members of Council

Municipal Planning Commission (Bylaw 95-30)

- Councillor Ethan Williams
- Deputy Mayor Curt Engel
- Councillor Dorothy Moore (Alternate)

EXTERNAL BOARDS & COMMITTEES:

Inter-municipal Cooperation Committee

- Mayor Rhonda Hunter
- Councillor Dorothy Moore
- Deputy Mayor Curt Engel
- Councillor Ethan Williams (Alternate)

Mountain View Regional Water Services Commission

- Councillor Bill Windsor
- Mayor Rhonda Hunter (Council Designate)

Mountain View Regional Waste Management Commission

- Councillor Dorothy Moore
- Councillor Bill Windsor (Alternate)

Mountain View Seniors' Housing Board

- Councillor Dorothy Moore

Parkland Regional Library System Board

- Councillor Bill Windsor
- Councillor Ethan Williams (Alternate)

Didsbury & District Chamber of Commerce

- Councillor Ethan Williams (Membership Rep.)

Red Deer River Municipal Users Group

- Councillor Bill Windsor (Urban Co-Chair)

Central Alberta Economic Partnership

- Mayor Rhonda Hunter (Municipal Rep.)
 - Board of Directors
 - Branding & Marketing Committee
- Councillor Williams (Alternate)

DEPUTY MAYOR APPOINTMENT

- Deputy Mayor Curt Engel

ALTERNATE DEPUTY MAYOR APPOINTMENT

- Councillor Dorothy Moore: Oct. 25/23 to Feb. 24/24
- Councillor Ethan Williams: Feb. 25/24 to June 22/24
- Councillor Bill Windsor: June 23/24 to Oct. 22/24

ALBERTA MUNICIPALITIES COMMITTEE INVOLVEMENT

Municipal Governance Committee

- Councillor Ethan Williams

COMMITTEES FOR MAYORAL APPOINTMENT:

Municipal Area Partnership (MAP)

- Mayor Rhonda Hunter
- Deputy Mayor Curt Engel (Alternate)

Mayors of South Central Alberta

- Mayor Rhonda Hunter

Central Alberta Mayors & Reeves Caucus

- Mayor Rhonda Hunter

Alberta Mid-Sized Towns Mayors' Caucus

- Mayor Rhonda Hunter (Chair)

Regional Police Feasibility Study Group (Committee)

- Mayor Rhonda Hunter

COUNCIL GOVERNANCE COMMITTEES:

Committee of the Whole

- All members of Council

Visioning Committee

- Mayor Rhonda Hunter
- Deputy Mayor Curt Engel
- Councillor Dorothy Moore
- Councillor Ethan Williams
- Councillor Bill Windsor

Financial Planning Committee (Bylaw 2023-20)

- Councillor Dorothy Moore
- Councillor Bill Windsor
- Councillor Joyce McCoy
- Councillor Ethan Williams (Alternate)

Service Level Committee (Bylaw 2023-20)

- Councillor Ethan Williams
- Councillor Dorothy Moore
- Councillor Joyce McCoy
- Mayor Rhonda Hunter (Alternate)

Policy & Governance Committee (Bylaw 2023-20)

- Councillor Ethan Williams
- Councillor Bill Windsor
- Deputy Mayor Curt Engel
- Mayor Rhonda Hunter (Alternate)



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: The Place to Grow.

Mission: Creating the Place to Grow.

MEETING DATE: March 12, 2024
SUBJECT: Correspondence & Information
ORIGINATING DEPARTMENT: Legislative Services

BACKGROUND/PROPOSAL:

Correspondence received from other agencies, which may be of importance and of interest is being provided for Council's review and information.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

Please find attached:

- Letter from Honourable Ric McIver, Minister of Municipal Affairs on the 2024 Budget
- Letter from Honourable Ric McIver, Minister of Municipal Affairs to Reeve Angela Aalbers regarding the awarding of the ACP grant

ALIGNMENT WITH STRATEGIC PLAN

1. Strategically Managed Infrastructure

RECOMMENDATION

To accept the correspondence provided as information.



ALBERTA
MUNICIPAL AFFAIRS

Office of the Minister
MLA, Calgary-Hays

AR113944

February 29, 2024

Dear Chief Elected Officials:

I am writing to share information with you about *Budget 2024*, which my colleague, the Honourable Nate Horner, President of Treasury Board and Minister of Finance, has tabled in the Alberta Legislature. You will find below some details about *Budget 2024* that are most closely related to Alberta Municipal Affairs.

Budget 2024 is a responsible plan for a growing province that invests more than \$1 billion to build stronger communities across Alberta. Through these important investments, my ministry will continue to support local governments in providing fiscally responsible, collaborative, and accountable services to Albertans.

I am particularly excited about the Local Government Fiscal Framework (LGFF), which will deliver predictable capital infrastructure funding to municipalities and Metis Settlements across Alberta for many years to come. As we are all aware, the LGFF represents years of collaboration between the province and local governments, and the LGFF replaces the Municipal Sustainability Initiative (MSI) with a more sustainable model. We set the initial capital funding baseline for the LGFF at \$722 million to remain consistent with the average amount municipalities have received annually over the last three years of the MSI Capital program.

We now have a true partnership in place through the Revenue Index Factor, which will see municipal funding rise and fall at a one-to-one ratio that is based on changes in provincial revenue from three years prior. Our new framework will deliver the predictability and partnership that municipalities have long been asking for, and I would like to thank you once again for your input to the development of the LGFF to ensure it effectively supports communities and residents provincewide. The MSI Operating program will continue as LGFF Operating funding and will provide \$60 million in 2024/25 to local governments to assist with your operational costs and help to respond to inflationary pressures. More information about the LGFF and the 2024 allocations can be found online.

Additionally, *Budget 2024* includes \$60 million over three years for the Local Growth and Sustainability Grant, a new grant to help relieve some of the pressures facing fast-growing communities. This new grant will help address acute infrastructure priorities and economic development opportunities. More details about the program will be shared with you later this year.

.../2

320 Legislature Building, 10800 - 97 Avenue, Edmonton, Alberta T5K 2B6 Canada Telephone 780-427-3744 Fax 780-422-9550

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As with previous years, our budget includes capital support through the federal Canada Community-Building Fund and Investing in Canada Infrastructure Program. We are also pleased to maintain the strong support we have for public libraries with more than \$33 million going towards operating grants for libraries across the province.

Budget 2024 puts Albertans and Alberta families first by investing in strong health care, a modern education system, and supports to keep life affordable. This budget also invests in safe and supportive communities in Alberta by managing our resources wisely.

I look forward to continuing our work together over this next year as we continue to build strong and vibrant communities that contribute to a stronger province and a brighter future for Albertans and their families.

Sincerely,



Ric McIver
Minister



ALBERTA
MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Calgary-Hays*

AR113641

February 12, 2024

Reeve Angela Aalbers
Mountain View County
PO Bag 100
Didsbury AB T0M 0W0

Dear Reeve Aalbers:

Through the Alberta Community Partnership (ACP) program, the Government of Alberta encourages strengthened relationships between municipalities and cooperative approaches to service delivery. By working in partnership with our neighbours, we create opportunities that support economic development and job creation. Together, we help build vibrant, resilient communities for the benefit of every Albertan.

I am pleased to inform you that Mountain View County has been approved for a grant of \$35,000 under the Intermunicipal Collaboration component of the 2023/24 ACP in support of your Mountain View Regional Emergency Management Agency Emergency Social Service Plan project. This approval does not signify broader provincial support for any recommendation or outcome that might result from your project.

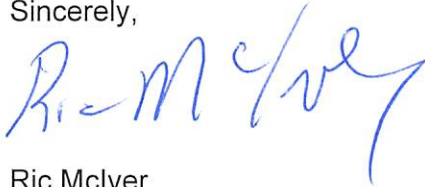
The conditional grant agreement will be sent shortly to your Chief Administrative Officer to obtain the appropriate signatures.

The Government of Alberta looks forward to celebrating your ACP-funded project with you and your municipal partnership. I encourage you to send invitations for these milestone events to my office. We ask that you advise Municipal Affairs a minimum of 15 working days prior to the proposed event. If you would like to discuss possible activities or events to recognize your ACP achievements, please contact a grant advisor, toll-free by dialing 310-0000, then 780-422-7125, or at acp.grants@gov.ab.ca.

.../2

I congratulate the partnership on initiating this project, and I wish you every success in your efforts.

Sincerely,



Ric McIver
Minister

cc: Honourable Jason Nixon, MLA, Rimbey-Rocky Mountain House-Sundre
Honourable Nathan Cooper, MLA, Olds-Didsbury-Three Hills
Mayor Lance Colby, Town of Carstairs
Mayor Ronda Hunter, Town of Didsbury
Mayor Judy Dahl, Town of Olds
Mayor Richard Warnock, Town of Sundre
Mayor Timothy Hagen, Village of Cremona
Jeff Holmes, Chief Administrative Officer, Mountain View County
Rick Blair, Chief Administrative Officer, Town of Carstairs
Ethan Gorner, Chief Administrative Officer, Town of Didsbury
Brent Williams, Chief Administrative Officer, Town of Olds
Linda Nelson, Chief Administrative Officer, Town of Sundre
Karen O'Connor, Chief Administrative Officer, Village of Cremona