

AGENDA
REGULAR COUNCIL MEETING
Wednesday, June 5, 2024 @ 6:00 PM
Council Chambers, 1 Parklane Drive, Strathmore AB

		Page
1.	CALL TO ORDER	
1.1.	Traditional Land Acknowledgement for the First Meeting in June (Itawaakokatsopi)	
2.	CONFIRMATION OF AGENDA	
3.	PUBLIC HEARING	
3.1.	Land Use Bylaw Amending Bylaw No. 24-07 (62 Lakeside Blvd.) Request for Decision - RFD-24-103 - Pdf	4 - 41
4.	PUBLIC COMMENTS Members of the public are welcome to provide comments regarding items on the agenda in person during the Council meeting, virtually, or in writing. Should you wish to provide public comments virtually or in writing, please fill out the Request to Speak at a Council Meeting form that can be located on the Town's website and submit it to: lsadmin@strathmore.ca by the end of the day on the Sunday before the Council meeting. In order to ensure procedural fairness, Council requests that the public refrain from speaking on items that have been or will be heard through a public hearing process.	
5.	DELEGATIONS Members of the public and community organizations are welcome to attend a Regular Council Meeting as a delegation to present an item to Town Council for consideration. If you are interested in attending as a delegation please fill out the Delegation Request form that can be located on the Town's website and submit it to: lsadmin@strathmore.ca by noon the Wednesday before a Regular Council Meeting.	
6.	CONSENT AGENDA	
7.1	Regular Council Meeting Minutes – May 15, 2024	
9.3	2024 Capital Budget Amendment – Aerial/Ladder Truck Water Pump	
9.4	Corporate Strategic Plan and Financial Plan Quarterly Report – Q1 2024	
9.5	Strathmore High School Powwow Donation Request	
9.6	Royal Canadian Airforce Flyby Authorization Letter	
9.7	Application for the Alberta Municipalities 2024 Dedicated Senior Team Award	
9.8	2025-2026 Marigold Library System Agreement	
10.2.1	WHMB Minutes – Special Meeting – May 9, 2024	
11.1	STARS 2023 Impact Report	
11.2	Royal Canadian Legion, Branch 10 – Thank You Letter	
11.3	Letter from Municipal Affairs – Ministerial Order	
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- 11.3. Letter from Municipal Affairs – Ministerial Order
[Letter from Municipal Affairs – Ministerial Order](#)

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12. CLOSED MEETING

- 12.1. Strathmore Stampede – Advice from officials – FOIP S. 24(1)(a)
12.2. Council/CAO Dialogue – Advice from officials – FOIP S. 24(1)(b)(i)

13. ADJOURNMENT



Request for Decision

To: Town Council

Staff Contact: Kate Bakun, Planner

Date Prepared: May 12, 2024

Meeting Date: June 5, 2024

SUBJECT: Land Use Bylaw Amending Bylaw No. 24-07 (62 Lakeside Blvd.). Public hearing

RECOMMENDATION: THAT Council proceed with a Public Hearing for Bylaw No. 24-07 on June 05, 2024, in accordance with Section 692(1) of the *Municipal Government Act, RSA 2000, cM-26*;

AND THAT Council take into consideration all information received at the Public Hearing on June 05, 2024 regarding Bylaw No. 24-07 being a bylaw to amend the Town's Land Use Bylaw No. 14-11.

STRATEGIC PRIORITIES:



Affordable
Housing



Climate
Resiliency



Community
Development



Community
Wellness



Economic
Development



Financial
Sustainability

HOW THE STRATEGIC PRIORITIES ARE MET:

The construction of semi-detached houses is strategically positioned to advance the goals of enhancing housing affordability and diversity while also increasing density slightly in the Downtown District.

SUSTAINABILITY

ECONOMIC SUSTAINABILITY:

The introduction of semi-detached housing expands the range of housing choices available within the town. Furthermore, the proposed house is anticipated to enhance the assessed market value of the land, thereby leading to a potential rise in property tax revenue for the Town.

ENVIRONMENTAL SUSTAINABILITY:

By integrating energy efficiency, resource conservation principles into the construction of semi-detached house, developer could minimize environmental footprint, conserve resources, and create healthier and more sustainable living environments for occupants.

IMPLICATIONS OF RECOMMENDATION:

GENERAL:

The majority of housing in the town consists of single-detached dwellings. Expanding the range of available housing choices, including diverse options, is consistent with well-founded land use planning principles.

OPERATIONAL:

Kateryna Bakun (Planner) has been assigned to this project.

FINANCIAL:

The proposed Semi-Detached House will require a development permit and building permit applications, which will include the collection of all applicable fees under the Town's fees bylaw.

POLICY:

Staff advertised the public hearing in accordance with Section 606 of the *Municipal Government Act* and a summary of the public engagement is as follows:

- May 02, 2024 - Mailed notice to adjacent landowners
- May 06, 2024 - Notice of Public Hearing was posted to the Town's website.
- May 08, 2024 - Strathmore Times
- May 16, 2024 - Strathmore Times

Staff believe several policies of the Town's Municipal Development Plan (MDP) 2014 apply to the proposed application:

3.2.1 The Town of Strathmore shall ensure that all new development shall provide a wide range of housing type to meet varying housing needs based on income and lifestyle.

3.2.6 Residential infill development is encouraged:

a) On vacant parcels or under-utilized parcels of land in the Downtown North and Downtown South, and shall maximize the use of existing roads, utilities, parks and other community services.

Section 692(1) of the *Municipal Government Act* requires that before giving second and third reading to a proposed bylaw amending a land use bylaw, a Council must hold a public hearing with respect to the proposed re-designation.

IMPLEMENTATION:

Staff advertised the public hearing in accordance with Section 606 of the *Municipal Government Act*. We also requested that the public hearing be advertised on our social media.

Staff was available for phone calls and meetings with any residents who had questions or wished to speak to us about the proposed land use re-designation application.

BACKGROUND:

The initial reading was recorded on May 1, 2024.

Staff advertised the public hearing in accordance with Section 606 of the *Municipal Government Act* and a summary of the public engagement is as follows:

- May 02, 2024 - Mailed notice to adjacent landowners
- May 06, 2024 - Notice of Public Hearing was posted to the Town's website.
- May 08, 2024 - Strathmore Times
- May 16, 2024 - Strathmore Times

Staff have received an application for a land use re-designation (Bylaw No. 24-07) for 62 Lakeside Blvd (Lot 19/20, Block 17, Plan 5894P). The proposed re-designation aims to permit the construction of a semi-detached dwelling and a separate garage structure.

It's worth noting that the current R1 Single Detached Residential District does not currently allow for semi-detached dwelling, either as a permitted or discretionary use.

The land lot is situated in the Downtown Overlay District, bordered by Lakeside Blvd and Village Way. Adjacent to the Strathmore Municipal Library, the site is surrounded by Single-detached homes to the south and manufactured homes to the northwest. There is an existing semi-detached dwelling to the southwest. Presently, the site is largely vacant, save for one old garage.

The developer's proposal includes the construction of a semi-detached dwelling and a garage on the specified land lot. The semi-detached dwelling will provide housing for residents, while the garage will offer secure parking and storage space for occupants. This dual construction

aims to maximize the use of the available land while also ensuring that residents have convenient access to parking facilities.

In summary, the proposed land use re-designation for a semi-detached dwelling may help alleviate housing demand and enhance the livability and vibrancy of the area. Staff believe this development will contribute positively to Strathmore's social, economic, and environmental fabric. Moreover, the location is deemed suitable for the project's development, representing a positive direction for the town's growth. The application aligns with the Town's Municipal Development Plan, with several policies supporting its approval.

KEY ISSUE(S)/CONCEPT(S):

DESIRED OUTCOMES:

THAT Council proceed with a Public Hearing for Bylaw No. 24-07 on June 05, 2024, in accordance with Section 692(1) of the *Municipal Government Act, RSA 2000, cM-26*;

AND THAT Council take into consideration all information received at the Public Hearing on June 05, 2024 regarding Bylaw No. 24-07 being a bylaw to amend the Town's Land Use Bylaw No. 14-11.

COMMUNICATIONS:

Staff advertised the public hearing in accordance with the *Municipal Government Act* by including notices in the Strathmore Times, on the Town's social media pages, publishing notice on the Town's website, and by sending notice by regular mail to adjacent landowners.

ALTERNATIVE ACTIONS/MOTIONS:

ATTACHMENTS:

[Attachment I: Land Use Bylaw Amending Bylaw No. 24-07](#)
[Attachment II: 62 Lakeside Blvd, Strathmore Redacted](#)
[Attachment III: 24-07 62 Lakeside Blvd. Letter to Adjacent Landowners](#)
[Attachment IV: 24-07 Map of Adjacent Landowners](#)
[Attachment V: 24-07. Advertisement](#)

Chuck Procter, Manager of Development Services

Approved
- 15 May
2024

Jamie Dugdale, Director of Infrastructure, Operations, and Development

Approved

Services

- 20 May
2024

Veronica Anderson, Legislative Services Officer

Approved

- 21 May
2024

Johnathan Strathdee, Manager of Legislative Services

Approved

- 23 May
2024

Kevin Scoble, Chief Administrative Officer

Approved

- 29 May
2024



BYLAW NO. 24-07
TOWN OF STRATHMORE
IN THE PROVINCE OF ALBERTA

BEING A BYLAW OF THE TOWN OF STRATHMORE IN THE PROVINCE OF ALBERTA
TO AMEND THE LAND USE BYLAW NO. 14-11.

WHEREAS the *Municipal Government Act, being Chapter M-26, of the Revised Statutes of Alberta 2000* and amendments thereto provides authority for the Town to regulate such matters;

AND WHEREAS Council holds public hearings as required by Section 692 of the *Municipal Government Act*, R.S.A. 2000, c.M-26 as amended;

NOW THEREFORE BE IT RESOLVED THAT the Municipal Council of the Town of Strathmore, in the Province of Alberta duly assembled HEREBY ENACTS AS FOLLOWS:

1. SHORT TITLE

1.1 This Bylaw may be cited as the "Land Use Bylaw Amending Bylaw No. 24-07"

2. AMENDMENTS

2.1 That Bylaw No. 14-11 Schedule A – Land Use District Map is amended by changing the land use designation of Lot 19/20, Block 17, Plan 5894P, containing +/- 0.056 hectares (+/- 6006.13 sqft) from R1 – Single Detached Residential District to R2 – Low Density Residential District as shown below in Schedule "A".

3. EFFECTIVE DATE

3.1 This Bylaw shall come into force and effect upon receiving third and final reading and being signed.

READ A FIRST TIME this _____ day of 2024

PUBLIC HEARING HELD this _____ day of _____, 2024

READ A SECOND TIME this _____ day of _____, 2024

READ A THIRD AND FINAL TIME this _____ day of _____, 2024

MAYOR

CHIEF ADMINISTRATIVE OFFICER

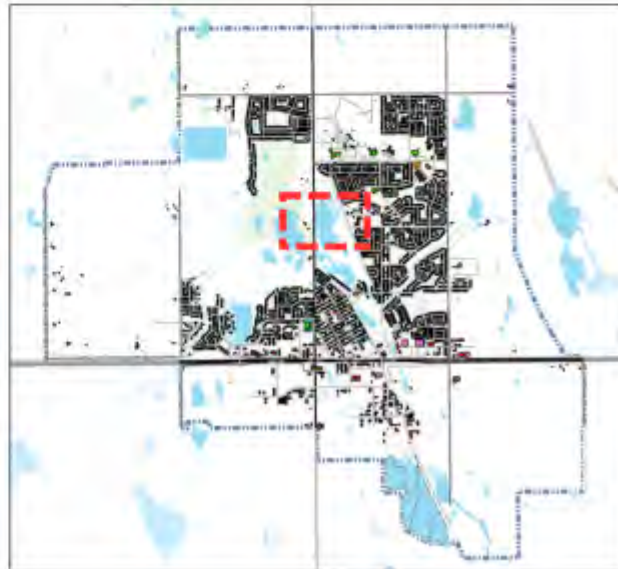
Schedule "A"

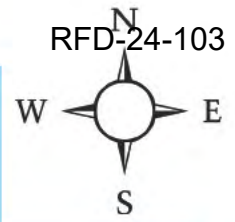


Land Use District:



R2 – Low Density Residential District





62 Lakeside Blvd - Context:



- Subject Parcel



SECTION 4 LAND USE DISTRICT PROVISIONS

4.1 R1 – SINGLE DETACHED RESIDENTIAL DISTRICT

1. **PURPOSE:** To provide for the development of single detached dwellings at low densities.

2. **USES:**

a) **Permitted**

Accessory Building or Use
 Home Office
 Housing, Single Detached
 Parks
 Protective Emergency Services
 Residential Sales Centre 1
 Utilities

Bylaw #15-22

Bylaw #17-12

b) **Discretionary**

Bed and Breakfast
 Child Care Services
 Government Services
 Group Home, Limited
 Home Occupation
 Housing Duplex
 Residential Sales Centre 2
 Secondary Suite
 Utility Building

Bylaw #15-06

Bylaw #20-04

Bylaw #17-12

3. **GENERAL SITE REQUIREMENTS:**

a) **Minimum Lot Area**

i 457.0 m² per Dwelling

b) **Minimum Lots Size Corner Lots**

i 503.0 m² per Dwelling Unit

c) **Minimum Site Width**

i 15.0 metres

ii 9.0 metres for a pie shaped lot at front yard

d) **Minimum Site Depth**

i 30.5 metres for all lots

e) **Habitable Floor Area**

i Minimum Gross Floor Area – 102 m²

Bylaw #15-06

Bylaw #20-04

f) Maximum Number of Dwellings

- i. One dwelling per lot, unless a legal Secondary Suite has been approved

Bylaw #15-01

g) Minimum Yard Setbacks – Principle Building

Bylaw #15-28

- i. Front Yard – 6.0 m
- ii. Rear Yard – 7.0 m
- iii. Side Yard - 1.5 m from a side property line shared with an internal lot; and 3.0 m from a side property line shared with a street other than a lane

h) Site Coverage

- i. Maximum total site coverage of 50%
- ii. Maximum site coverage for Accessory Buildings is 13%

i) Building Height

Bylaw #16-10

- i. 10 m for the Principal Building
- ii. 5.0 m for Accessory Buildings* see OTHER SITE REQUIREMENTS below

Bylaw #22-01

4. OTHER SITE REQUIREMENTS:

a. Pie-Shaped Lots:

- i. The minimum lot frontage of a Pie-Shaped Lot shall be 9.0m, measured between the points determined by the intersection of the side property lines and the front property line.
- ii. The minimum lot depth of a Pie-Shaped Lot shall be 30.5m, measured from the midpoint of the front property line to the midpoint of the rear property line.

b. Garages:

- i. If a principal building does not have an attached garage at the front of the Dwelling or has a garage with a side entrance with a driveway parallel to the front property line, the Minimum Front Yard Setback shall be 4.8m.
- ii. If the doors of an attached garage face any public roadway and abut a side yard, the Minimum Side Yard Setback shall be 6.0m.

c. Landscaping

- i. Minimum landscaping requirement of at least two (2) trees per internal lot and three (3) trees per corner lot.

Bylaw #22-01

d. Accessory Building

- i. Maximum Accessory Building height shall be influenced by existing development on adjacent parcels.



4.4

R2 – LOW DENSITY RESIDENTIAL DISTRICT

1. PURPOSE: To provide for low density development in the form of duplex, and semi-detached dwellings.

2. USES:

a) Permitted Uses

Accessory Building
 Home Office
 Housing, Duplex
 Housing, Semi Detached
 Parks
 Protective Emergency Services
 Residential Sales Centre 1
 Utilities

Bylaw #15-22

Bylaw #17-12

b) Discretionary Uses

Bed and Breakfast
 Child Care Services
 Government Services
 Group Home
 Home Occupation
 Housing, Single Detached
 Residential Sales Centre 2
 Secondary Suite
 Utility Building

Bylaw #15-06

Bylaw #20-04

Bylaw #17-12

3. GENERAL SITE REQUIREMENTS:

a) Minimum Lot Area

i. 235 m² for each Dwelling Unit in a Housing, Duplex and Housing, Semi-Detached

b) Minimum Site Width

- i. Housing, Single-Detached: 11 m for an Internal Lot and 12.5 m for a Corner Lot;
- ii. Housing, Duplex: 15 m for an Internal Lot and 17 m for a Corner Lot;
- iii. Housing, Semi-Detached: 7.5 m for each Dwelling Unit on an Internal Lot and 9 m for each Dwelling Unit on a Corner Lot;
- iv. Housing, Duplex and Housing, Semi-Detached on lane-less sites: Despite Subsections (3) b) ii. and iii., if a site does not share a property line with a lane either at the rear or at the side of the site and no provision is made for a Private Garage either at the front or at the side of the building, then the Approving Authority may require a site width of 18 m for an Internal Lot and a width of 20 m for a corner site.

Bylaw #15-01

c) Minimum Site Depth

i. 30.5 metres for all lots

d) Habitable Floor Area

- Bylaw #15-28 i. Minimum Gross Floor Area - 70 m² per dwelling unit

e) Minimum Yard Setbacks - Principal Building

- Bylaw #15-01 i. Front Yard – 4.0 m if the lot is served by a rear lane; and 6.0 m if the lot is not served by a rear lane
- Bylaw #15-01 ii. Rear Yard – 7.0 m
- Bylaw #15-01 iii. Side Yard – 1.5 m from a side property line shared with an internal lot; and 3.0 m from a side property line shared with a street other than a lane

f) Site Coverage

- Bylaw #16-10 i. Maximum total site coverage - 50%
- ii. Maximum site coverage for Accessory Buildings - 13%

g) Building Height

- Bylaw #22-01 i. 10.0 m for Principal Buildings
- ii. 5.0 m for Accessory Buildings* see OTHER SITE REQUIREMENTS below

4. OTHER SITE REQUIREMENTS:

Garages:

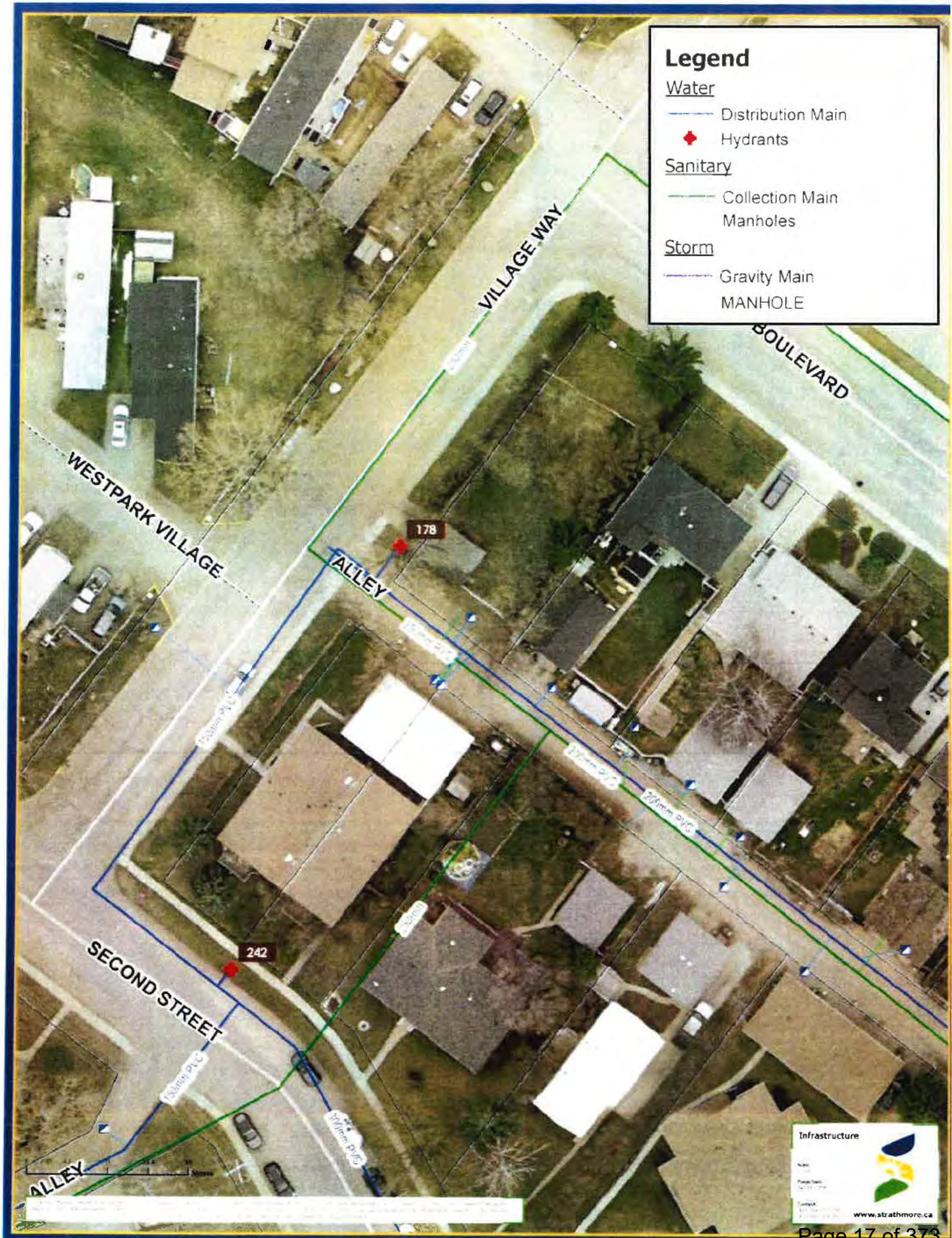
- a.** If a principal building does not have an attached garage at the front of the Dwelling, the Minimum Front Yard Setback shall be 4.8m.
- b.** If the doors of an attached garage face any public roadway and abut a side yard, the Minimum Side Yard Setback shall be 6.0m.
- c.** Notwithstanding (a) and (b) above, if there is no rear lane, and no attached front garage, there shall be one 3.3 metre side yard to allow for access to a rear detached garage.

Landscaping

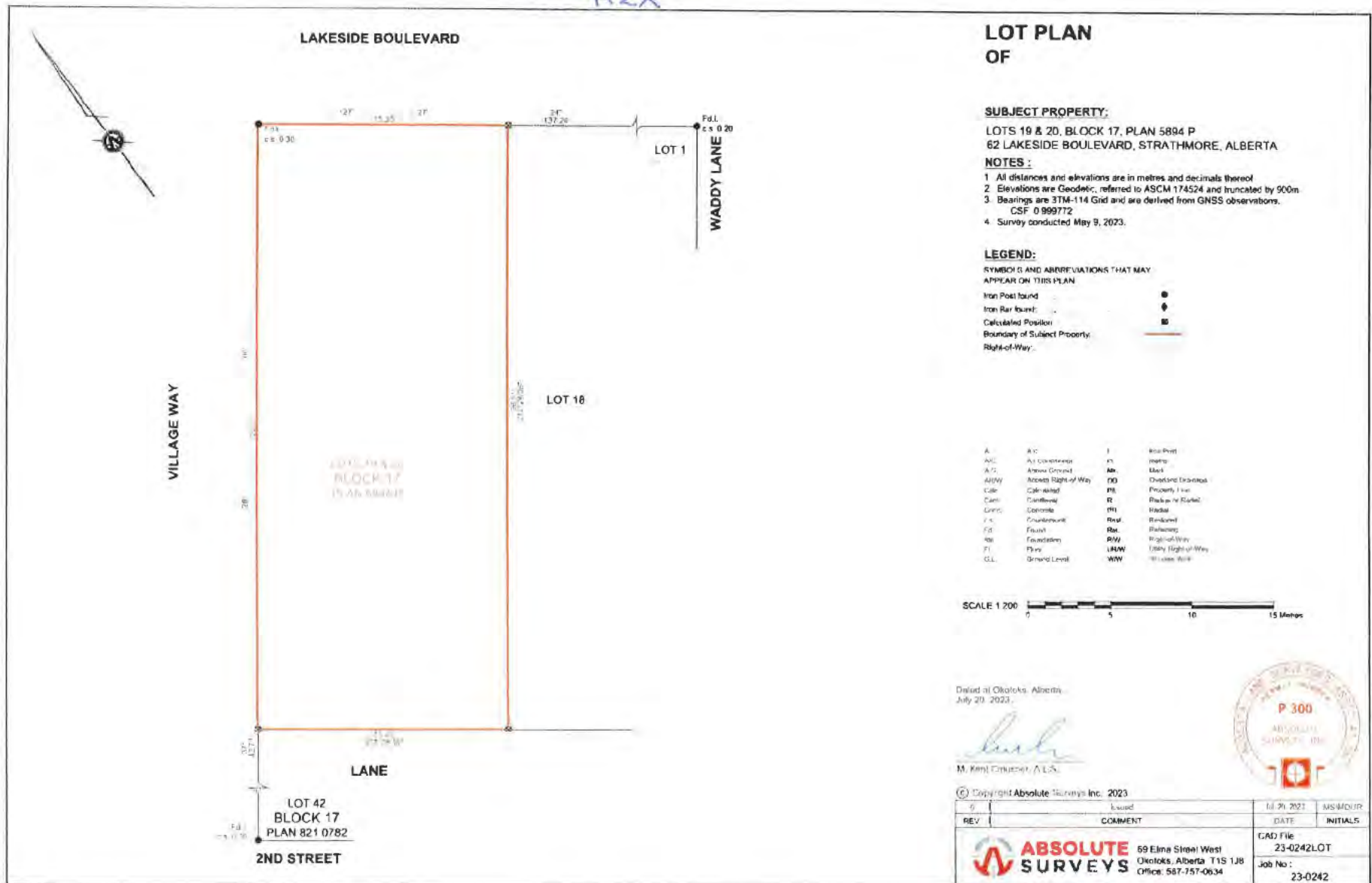
- d.** Minimum landscaping requirement of at least two (2) trees per internal lot and three (3) trees per corner lot.

Bylaw #22-01 **Accessory Building**

- e.** Maximum Accessory Building height shall be influenced by existing development on adjacent parcels.

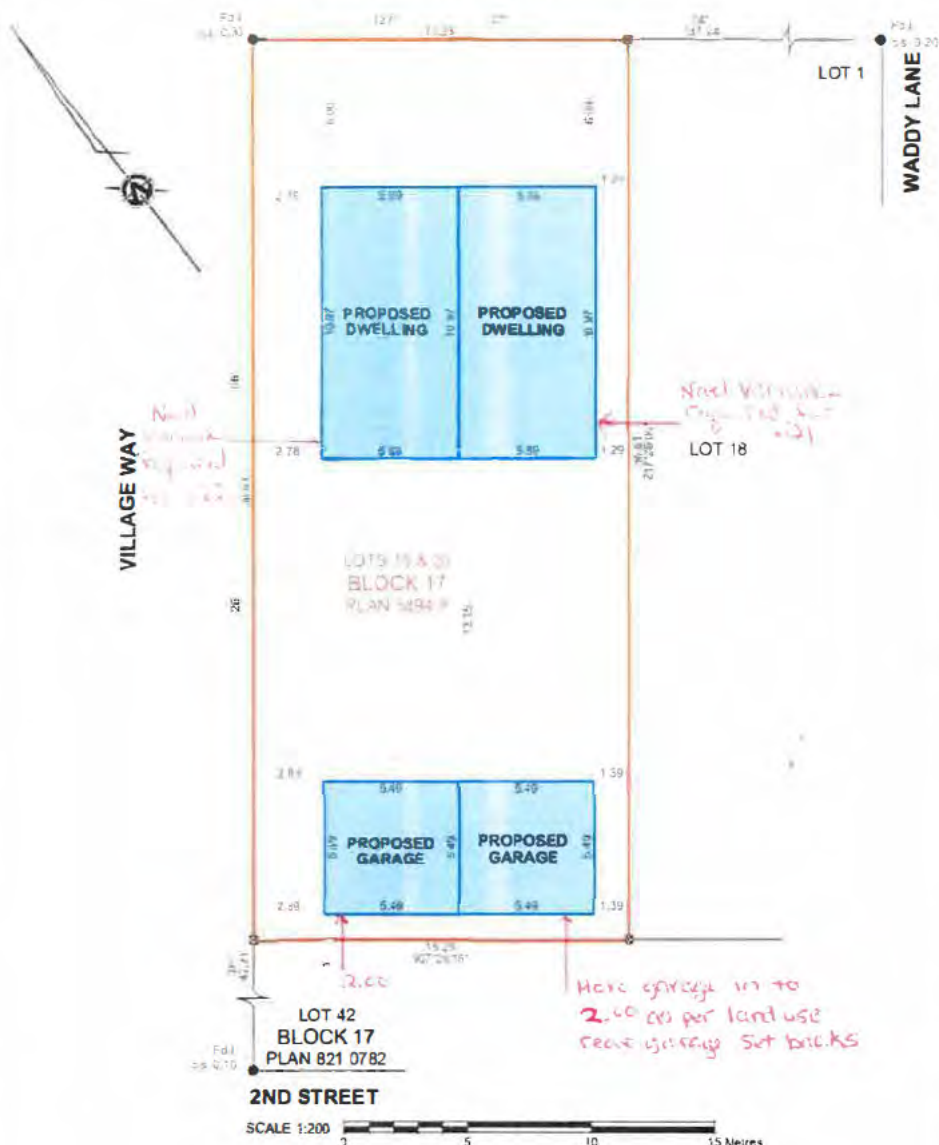


Existing Lot Plans
Land Use District
R2X



PLOT PLAN

LAKESIDE BOULEVARD



GENERAL NOTES:

- Distances are in metres and decimals thereof.
- Bearings are 3TM-114 Grid and are derived from GNSS observations.
- Surface features (e.g. hydrants, light standards, utility boxes etc.) may exist and not be shown.
- Plot plan must be approved by the developer and the municipality.

ZONING: R2X

Setbacks
Front: 6.0m
Rear: 7.0m
Side: 1.5m
Side: 3.0m

LOT COVERAGE:

Lot Area = 558.3 m²
Building Area = 182.9 m²
Lot Coverage = 32.7 %

SUBJECT PROPERTY:

LOT 19 & 20, BLOCK 17, PLAN 5894 P
62 LAKESIDE BOULEVARD, STRATHMORE

CLIENT: Frontier Homes Inc

Q	Issued	QD 1/1/23	MS MDJR
REV	COMMENT	DATE	INITIALS
		59 Elm Street West Calgary, Alberta T1S 1J8 Office: 587-752-0634	
		CAD File 23-0242PP Job No. 23-0242	



Town of Strathmore
1 Parklane Drive
Strathmore, AB T1P 1K2
(403) 934 3133

Land Use Bylaw Redesignation Application Package

Version 4 – October 2021

The Municipal Government Act authorizes requiring information for the purpose of a Land Use amendment application. The Freedom of Information & Protection of Privacy Act applies. If you have any questions, please contact the FOIP Coordinator at 403-934-3133.



Strathmore.ca

1 Parklane Dr. (Box 2280)
Strathmore AB T1P 1K2

(403) 934-3133

**FORM 1****Application Form**

Version 4 – October 2021

*** PLEASE CONTACT A PLANNER TO DISCUSS THE CHECKLIST REQUIREMENTS FOR ALL LAND USE BYLAW AMENDMENT APPLICATIONS ***

Applications can be submitted electronically by emailing all required documents to: development@strathmore.ca or in person to the Development Services Counter at Town Hall. **Application fees must be paid at the time of submission.**

Applicant & Property Owner Information

Applicant Frontier Homes Inc	Property Owner (if different than Applicant) Sodagar Singh
Phone	Phone
Email	
Mobile	
Text	

Sec. 17, FOIP

Location of Land Use Amendment

Civic Address	62 Lakeside Blvd.		
Legal Address	Lot 19/20	Block 17	Plan 5894P

Description of Land Use Amendment

Describe why the proposed Land Use Bylaw amendment is needed to accommodate your project:

We need the land use bylaw amended because the existing one of R1 does not work as we are looking to put a duplex on the property and need the land use to be R2. *semi-detached housing*
We will also like to apply for a relaxation of set backs to the side yards of #21 and #22 to accommodate the duplex. See site plan.

The Municipal Government Act authorizes requiring information for the purpose of a Land Use Amendment application. The Freedom of Information & Protection of Privacy Act applies. If you have any questions, please contact the FOIP Coordinator at 403-934-3133.



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Strathmore AB T1P 1K2

(403) 934-3133



Existing Land Use District: <u>R1</u>	
Proposed Land Use District: <u>R2</u>	
For Office Use Only	
Bylaw #:	File #: <u>24-07</u>
Application Fee: <u>\$3000</u>	

1. Failure to fully complete this form and/or supply the required information may delay your application.
2. All application fees must accompany this application prior to its review.
3. Application fees will not be refunded if Council does not approve your amendment application.

I have read, understood, and agree to the above information. The information I have provided is true, and to the best of my knowledge and abilities, is accurate and complete.

Sec. 17, FOIP

Owner/Applicant Signature

10/05/23

Date

Application Screened for Completion By:
(Planner)

Date



Strathmore.ca

1 Parklane Dr. (Box 2280)
Strathmore AB T1P 1K2

(403) 934-3133



FORM 2

Land Use Amendment Application Checklist

All information in the following checklist must be attached to every Land Use Amendment application. **THIS LIST MUST BE SIGNED AND SUBMITTED WITH THE APPLICATION FORM.**

Required Documentation and Information

Applicant	Office	
	✓	Certificate of Title dated within 30 days of the date of your application submission
	✓	Copies of all instruments and documents registered on the Certificate of Title
✓	✓	Owner Authorization Form/Affidavit of Corporate Signing Authority (see Form 3 and Form 4)
✓	✓	Right of Entry Form (see Form 3)
	✓	Land Use Bylaw Amendment Application Fee
		Complete Site Plan (2 copies) that includes the following:
✓		a. North Arrow and Key Map (showing adjacent properties within 200m of the site)
✓		b. Existing and proposed zoning (E.g. R1N to R2 or CHWY to M1 etc.)
✓		Site Contamination Disclosure (see Form 5)
N/A		For Direct Control (DC) Districts only, a written explanation of why the Town's existing Land Use Districts cannot accommodate the proposed development.
		Digital Copies of the Entire Application Package

Additional Items that may be Required

N/A		Environmental Review
N/A		Environmental Site Assessment
N/A		Geotechnical
N/A		Historical Resources Assessment/Overview
N/A		Slope Stability Study
N/A		Drainage Plan

NOTE: The Planner may request additional information beyond the checklist requirements.

NOTE: By signing your name on the signature line below, you agree that all information submitted on this form is true.

Sec. 17, FOIP

Owner/Applicant Signature

Date

Application Screened for Completion By: (Planner)

Date

The Municipal Government Act authorizes requiring information for the purpose of a Land Use Amendment application. The Freedom of Information & Protection of Privacy Act applies. If you have any questions, please contact the FOIP Coordinator at 403-934-3133.



Strathmore.ca

1 Parklane Dr. (Box 2280)
Strathmore AB T1P 1K2

(403) 934-3133



FORM 3

Right of Entry & Owner Authorization Form

All information in the following form must be filled-out and submitted with every Land Use Amendment application.

OWNER AUTHORIZATION

I/We Sodagar Singh

Print name(s) of registered owner(s)

Being the registered owner(s) for 62 Lakeside Blvd. Strathmore AB

Legal description and/or municipal address of land

Do hereby authorize Pat McCaffey of Frontier Homes Inc.

Individual or firm making application

To submit a Land Use Amendment application on our behalf for the above described property.

Sec. 17, FOIP

Owner Signature by Contract

10/05/2023

Date

RIGHT OF ENTRY

I/We Pat McCaffey of Frontier Homes Inc.

Print name(s) of registered owner(s)/applicant(s)

Being the registered owner(s)/applicant(s) for lots 19/20 Block 17 Plan 5894P

Legal description and/or municipal address of land

Do hereby authorize representatives of the Town of Strathmore to enter upon the subject lands for the purpose of site inspection(s) to evaluate the proposed Land Use Amendment application.

Sec. 17, FOIP

Owner/Applicant Signature

10/05/23

Date



Strathmore.ca

1 Parklane Dr. (Box 2280)
Strathmore AB T1P 1K2

(403) 934-3133



FORM 4

Affidavit of Corporate Signing Authority

I, Pat McGaffey, of Frontier Homes Inc. make oath and say:

1. I am an officer or director of Frontier Homes Inc. being the corporation named in the Land Use Rezoning / Subdivision / Area Structure Plan / and/or Development Permit application as submitted to the Town of Strathmore affecting lands legally described as:

lots 19/20, Block 17, Plan # 5894P

2. (a) I am authorized to sign the Land Use Rezoning / Subdivision / Area Structure Plan / and/or Development Permit application on behalf of the corporation without affixing a corporate seal; and
- (b) I am authorized to sign a letter appointing an agent to act on behalf of the corporation regarding the Land Use Rezoning / Subdivision / Area Structure Plan / and/or Development Permit application(s) without affixing a corporate seal; and

I hereby appoint Pat McGaffey as our agent for the above-mentioned application(s)

If Corporate seal is not used

SWORN before me at _____)

In the _____)

This _____ day of _____ A.D. 20__)

Pat McGaffey

Print Name

Sec. 17, FOIP

Signature

Affix Corporate Seal here

_____) Commissioner of Oaths

In and For the Province of Alberta



The Municipal Government Act authorizes requiring information for the purpose of a Land Use Amendment application. The Freedom of Information & Protection of Privacy Act applies. If you have any questions, please contact the FOIP Coordinator at 403-934-3133.



Strathmore.ca
 1 Parklane Dr. (Box 2280)
 Strathmore AB T1P 1K2
 (403) 934-3133



FORM 5

Site Contamination Disclosure

Please be aware further site assessments may be required as part of the review of your application.

ACTIVE ENVIRONMENTAL SITE INVESTIGATIONS

1. Are you aware of any active environmental investigations for this site? *E.g. audits, assessments, tests, surveys or studies.*

☐ YES

☒ NO

2. If you answered YES to question #1 above, please provide a brief description of each environmental investigation.

HISTORICAL SITE REMEDIATION

3. Are you aware of any historical site remediation or a request for such to occur on this site? *E.g. audits, assessments, tests, surveys or studies.*

☐ YES

☒ NO

4. If you answered YES to question #3 above, please provide a brief description.

Sec. 17, FOIP

Owner/Applicant Signature

Date

The Municipal Government Act authorizes requiring information for the purpose of a Land Use Amendment application. The Freedom of Information & Protection of Privacy Act applies. If you have any questions, please contact the FOIP Coordinator at 403-934-3133.



LAND TITLE CERTIFICATE

S		
LINC	SHORT LEGAL	TITLE NUMBER
0014 426 829	5894P;17;19,20	231 122 205

LEGAL DESCRIPTION
 PLAN 5894P
 BLOCK 17
 LOTS 19 AND 20
 EXCEPTING THEREOUT ALL MINES AND MINERALS
 AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE
 ATS REFERENCE: 4;25;24;14

MUNICIPALITY: TOWN OF STRATHMORE

REFERENCE NUMBER: 141 303 752

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
231 122 205	24/04/2023	TRANSFER OF LAND	\$136,500	\$136,500

OWNERS

SODAGAR SINGH
 OF 273146 TOWNSHIP ROAD 250
 ROCKYVIEW COUNTY
 ALBERTA T1Z 0Y5

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS
2986IS	19/03/1963	UTILITY RIGHT OF WAY GRANTEE - THE TOWN OF STRATHMORE. "SW 10 FEET LOTS 19 & 20"

TOTAL INSTRUMENTS: 001

(CONTINUED)

PAGE 2
231 122 205

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 5 DAY OF
OCTOBER, 2023 AT 11:12 A.M.

ORDER NUMBER: 48526621

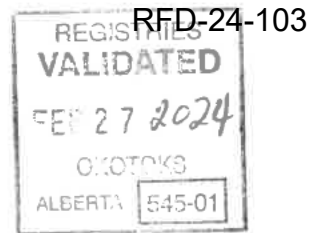
CUSTOMER FILE NUMBER:



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

2986IS .

ORDER NUMBER: 49830776

ADVISORY

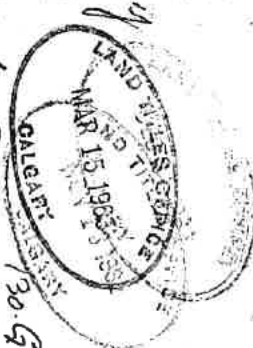
This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

REGN. FEE	5-
EXTRA NEW TITLE	
ABSTRACT	
GEN. CERT.	
CERT. OF CHG.	
ASSET. FULT	
New Value	
Old Value	
INC. TAX	
TOTAL FEES	5-
CLERK	
CHARLES D. [Signature]	

1986 IS.

22.



Not in Book reg. of

I certify that the within instrument
 is duly Entered and Registered in the Land
 Titles Office for the South Alberta Land
 Registration District at Calgary, Alberta
 on the 19 day
 of March A.D. 1986
 as witnessed by me
 Folio 84
 2. [Signature]
 SALMO

- 2 -

The right, privilege and easement hereinbefore granted shall extend to and be binding upon and enure to the benefit of the successors, transferees and assigns of the parties hereto.

The Town will indemnify and save harmless the said Grantor against all actions, claims and demands which may be brought or made against him by reason of anything done by the Town, its servants, agents, employees or workmen in the exercise of the rights, privileges and liberties herein granted.

IN WITNESS WHEREOF The Town of Strathmore has hereunto caused to be affixed its Corporate Seal attested by the signatures of its proper signing officers, and have hereunto subscribed and set our hand and seal as of this 22 day of October A.D. 1962.

THE TOWN OF
BY:

Sec. 17, FOIP

Mayor

Sec. 17, FOIP

SIGNED, SEALED AND DELIVERED)
by Hermann Fischer)
in the presence of:)

Sec. 17, FOIP

Sec. 17, FOIP

Witness

CANADA:)
PROVINCE OF ALBERTA:)
TO WIT:)

AFFIDAVIT OF EXECUTION

I, Joseph Thomas, of the
in the Province of Alberta, Secretary-Treasurer (Occupation),
MAKE OATH AND SAY:-

1. That I was personally present and did see
Hermann Fischer, who is personally
known to me to be person named therein, duly sign and execute
the same for the purpose named therein.
2. That the same was executed at the Town of Strathmore in the
Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said Hermann Fischer
and he is, in my belief, of the full age of twenty-one years.

SWORN BEFORE ME at the Town)
Strathmore, in the Province of)
Alberta, this 22 day of)
October, A.D. 1962.)

Sec. 17, FOIP

Sec. 17, FOIP

A COMMISSIONER FOR OATHS in and
for the Province of Alberta.

EASEMENT

I, Hermann Fischer² of Strathmore, Alberta
(hereinafter called the "Grantor"), being
the registered owner of an estate in fee simple of and in:

Lots nineteen(19) and twenty(20) in Block Seventeen(17) according to a Plan
of record in the Land Titles Office for the south Alberta Land Registration
District as

Strathmore 5894 P
Reserving unto Canadian Pacific Railway Company all mines and minerals and
the right to work the same

DO HEREBY in consideration of the sum of One Dollar (\$1.00) and other
good and valuable consideration GIVE, GRANT and TRANSFER unto THE TOWN OF
Strathmore and its Appointees (hereinafter called the Town) the
right and privilege and easement of a right-of-way over the following des-
cribed lands:

The south west ten(10) feet of Lots nineteen(19) and twenty(20) in Block
seventeen(17) according to a Plan of record in the Land Titles Office for
the South Alberta Land Registration District as

Strathmore 5894 P
Reserving unto Canadian Pacific Railway Company all mines and minerals
and the right to work the same

Hereinafter referred to as the said land

sufficient for the putting down, taking up, re-laying, connecting, disconnect-
ing, constructing, inspecting, maintaining and operating sewer, water or
other utility lines the said right, privilege and easement being subject to
the following terms and conditions which are hereby agreed to by and between
the Town and Grantor.

The said right, privileges and easements shall be for such time as
the said sewer, water or other utility lines (including electrical trans-
mission, gas lines, or telephone lines of the Town's Appointees) are
required by the Town or its Appointees, as the case may be.

The Town, its tenants, servants, workmen and agents shall have the
full and free right and liberty to have ingress and egress and to pass and
repass on the said lands either on foot or by means of vehicles or necessary
machinery whatsoever and to remain on the said lands for all purposes of
putting down, taking up, re-laying, connecting, disconnecting, repairing,
reconstructing, inspecting, maintaining and operating the said sewer, water
or other utility lines (including electrical transmission, gas lines, or
telephone lines of the Town's Appointees).

The Town will lay down, take up, re-lay, connect, disconnect, main-
tain and operate all such utility lines in a proper and workmanlike manner
and when any excavations or workings are made or undertaken in connection
therewith, the land used therefor, so far as is reasonably practicable,
will be restored to its former condition and the Town will do as little
injury as possible to the said lands. It is understood and agreed that
replacement of trees, shrubs and landscaping other than grass is not rea-
sonably practicable.

The Grantor covenants that it will not build or permit to be built
any building of any kind or permit any structure to be erected or plant
or allow to be planted any tree or shrub which will prevent or hinder the
exercise of the rights hereinbefore granted. Reasonable signs or advertising
devices are, however, permitted.

The easement herein and covenants herein contained are and shall be
covenants running with the land.

DATE Dec 27, 1962
SURVEYOR TO THE L.T.O.
PER [Signature]

Oath Affidavit

I, **Hermann Fischer**
in the Province of **Alberta**

of **Strathmore, Alberta**

Make Oath and say:

(OCCUPATION) **Section Foreman**

1. THAT I am the TRANSFEROR (or duly appointed agent acting under power of attorney in my
favour dated the _____ day of _____ A.D. 19____ granted by the _____
named in the within (or annexed) instrument.

2. THAT I am (or my principal is) not married.

OR

THAT neither myself nor my spouse (or my principal nor his spouse) have resided on the within mentioned land at any time since our
(or their) marriage.

OR

THAT a judgment for damages was obtained against me by my spouse (or my principal by his spouse) and registered in the Land Title
Office as No. _____ dated the _____ day of _____ A.D. 19____

Subscribed before me at **Strathmore**
in the Province of **Alberta**
this **22** day of **October**
A.D. _____

Sec. 17, FOIP

Sec. 17, FOIP

A Commissioner for Oaths in and for the Province of Alberta

To Whom It May Concern:

Bylaw No. 24-07

RE: NOTICE OF PUBLIC HEARING – PROPOSED LAND USE BY-LAW AMENDMENT.
62 Lakeside Blvd., Strathmore.

Please be advised that the Town of Strathmore has received a Land Use By-law Amendment application on those lands described as Lot 19/20, Block 17, Plan 5894P known municipally as **62 Lakeside Blvd**, Strathmore.

The applicant is requesting a redesignation of the lands from 'R1 – Single Detached Residential District' to 'R2 – Low Density Residential District'. This change would permit the construction of semi-detached house and garage.

The statutory Public Hearing will be held online via ZOOM and in-person in Council Chambers, Strathmore Municipal Building, 1 Parklane Drive, Strathmore, Alberta on **June 05, 2024**, commencing at **6:00 p.m.** with procedures being in accordance with Section 199 of the *Municipal Government Act* and the Town's *Council Procedural By-law #23-17* and amendments thereto.

Any person or group of persons, or person acting on someone's behalf, who claims to be affected by any or all of the proposed by-law, may present their concerns and/or suggestions by making a submission at the public hearing. Please contact Legislative Services by email at lsadmin@strathmore.ca by no later than **12:00 p.m.** on **May 29, 2024**, in order to register to speak at the public hearing.

Any written submissions intended for the Public Hearing, or the name of any person wishing to make an oral presentation at the Public Hearing must be received by the Town's Development Services Office prior to **12:00 p.m.** on **May 29, 2024**, as outlined under Bylaw #23-17 and amendments thereto. If your written submission is not received by this time, kindly ensure that fifteen copies are provided and made available for distribution at the Public Hearing. Each person wishing to address Council at the Public Hearing shall complete their verbal presentation within three minutes. Please note that written submissions will become public documents once submitted to the Town, unless otherwise requested.



TOWN OF Strathmore

May 02 2024

A copy of proposed By-law #24-07 may be inspected by the public **Monday to Friday** during the regular office hours of **8:30 a.m. to 4:30 p.m.** at the Town's Municipal Building located at 1 Parklane Drive, Strathmore, Alberta, and can be also examined on the Council Meeting Agenda dated May 01, 2024, on the Town's website at <https://calendar.strathmore.ca/meetings>.

Please further note that you may choose to contact the Town's Legislative Services Office by telephone at (403) 934-3133 prior to attending the Public Hearing to better determine the order of business and presentations on the Council Agenda in order to efficiently utilize your time on the evening of the Public Hearing.

For your convenience, please also find attached a key map indicating the location of the subject lands and a site plan depicting the existing single-detached dwelling and parking areas that will be provided for the proposed Secondary Suite.

If you have any questions regarding the application, please contact the Town's Development Services Office using the contact information below or via email at kate.bakun@strathmore.ca.

Sincerely,



Kate Bakun
Planner I



 - Subject Parcel

Map of Adjacent Landowners



Public Hearings

Home / Town Hall / Bylaws and Policies / Public Hearings

Public Hearings

**Notice of Public Hearing:
June 5, 2024 @ 6:00pm**

Bylaw 24-07 Land Use Amendment - 62 Lakeside Blvd.

Staff received an application for a land use redesignation (Bylaw No. 24-07) of 62 Lakeside Blvd (Lot 19/20, Block 17, Plan 5894P).

The proposed redesignation aims to permit the construction of a semi-detached dwelling and garage for each unit on 62 Lakeside Boulevard in Strathmore.

Public Hearing Process

A copy of the proposed Bylaws may be inspected by the public during regular office hours, 8:30 am to 4:30 pm, Monday to Friday at the Town Office (1 Parklane Drive, Strathmore, AB), or can be found on the Town website [or can be found online here](#). Please contact the Town Office if you would like an opportunity to review and provide input on the proposed amendments prior to the Public Hearing.

The Public Hearing will be held via ZOOM **AND** in Council Chambers, Strathmore Municipal Building, 1 Parklane Drive, Strathmore Alberta on **Wednesday, June 5, 2024**, commencing at 6:00pm with procedures in accordance with the *Municipal Government Act*, Section 199 and the Town of Strathmore Council Procedural Bylaw #23-17 and amendments thereto. Any person or group of persons, or person acting on someone's behalf, who claims to be affected by any of the proposed bylaw may present suggestions or concerns by making a

submission to the public hearing. Please contact Please contact Legislative Services at **lsadmin@strathmore.ca** by 12:00 noon on **Wednesday, May 29, 2024**, in order to register to present.

Written submissions to the Public Hearing or the name of any person wishing to make an oral presentation at the Public Hearing must be received by the Planning and Development Department prior to 12:00 noon on **Wednesday, May 29, 2024** as outlined in Bylaw #23-17 and amendments thereto. If your written submission is not received by this time, please provide fifteen (15) copies for distribution at the Public Hearing. Each person wishing to address Council at the Public Hearing shall complete their verbal presentation within three minutes.

Please note that written submissions will become public documents once submitted to the Town, unless otherwise requested.

Please contact Legislative Services at (403) 934 3133 prior to attending a Public Hearing to determine the order of Bylaw presentations in the Council Agenda to ensure efficient use of your time.

Public Hearing Process:

A copy of the above proposed Bylaw(s) may be inspected by the public during regular office hours, 8:30 am to 4:30 pm, Monday to Friday at the Town Office (1 Parklane Drive, Strathmore, AB), or can be found on the Town website (<https://strathmore.ca/en/town-hall/public-hearings.aspx>). Please contact the Town Office if you would like an opportunity to review and provide input on the proposed amendments prior to the Public Hearing.

Public Hearings are held via ZOOM AND in Council Chambers, Strathmore Municipal Building, 1 Parklane Drive, Strathmore Alberta on the above noted dates, commencing at 6:00pm with procedures in accordance with the *Municipal Government Act*, Section 199 and the Town of Strathmore Council Procedural Bylaw #23-17 and amendments thereto. Any person or group of persons, or person acting on someone's behalf, who claims to be affected by any of the proposed bylaw may present suggestions or concerns by making a submission to the public hearing. Please contact Legislative Services at **lsadmin@strathmore.ca** by 12:00 noon on the date of the public hearing in order to register to present.

Written submissions to the Public Hearing or the name of any person wishing to make an oral presentation at the Public Hearing must be received by the Legislative Services prior to 12:00 noon on the date of the public hearing as outlined in Bylaw #23-17 and amendments thereto. If your written submission is not received by this

time, please provide fifteen (15) copies for distribution at the Public Hearing. Each person wishing to address Council at the Public Hearing shall complete their verbal presentation within three minutes.

Please note that written submissions will become public documents once submitted to the Town, unless otherwise requested.

Please contact Legislative Services at (403) 934 3133 prior to attending a Public Hearing to determine the order of Bylaw presentations in the Council Agenda to ensure efficient use of your time.

Interested in speaking at a Council Meeting?

Public are welcome to speak at Council or Committee of the Whole Meetings during the Public Comments or Public Hearing portion of the meeting.

Submit a "*Request to Speak at Council meeting Form*" at least 48 hours prior to the scheduled meeting. Request to Speak at Council forms can be submitted to lsadmin@strathmore.ca.

- [Click here for the Request to Speak at Council Meeting form.](#)
- [Wanting to speak on someones behalf? Download that form here.](#)

Interested in presenting at a Council Meeting?

If you are planning on attending a Regular Council Meeting as a delegation you need to submit a summary in writing briefing Council about what it is that you will be presenting. This must be submitted to Legislative Services at lsadmin@strathmore.ca by noon the Wednesday before a Regular Council Meeting with the exception of Christmas holidays in which case you must give yourself 2 weeks before the first meeting in January.

- [Click here for the Council Delegation Request form.](#)

Contact Us

Town of Strathmore
General Information
PO BOX 2280
1 Parklane Drive
Strathmore, AB, T1P 1K2
8:30am - 4:30pm
Phone: [\(403\) 934-3133](tel:(403)934-3133)

© 2021 Town of Strathmore, PO BOX 2280, 1 Parklane Drive, Strathmore, AB, T1P 1K2, Phone: (403) 934-3133 Fax: (403) 934-4713

By GHD Digital (<https://www.govstack.com/>).



Request for Decision

To: Council

Staff Contact: Claudette Thorhaug, Legislative Services Officer

Date Prepared: May 21, 2024

Meeting Date: June 5, 2024

SUBJECT: Regular Council Meeting Minutes - May 15, 2024

RECOMMENDATION: THAT Council adopt the May 15, 2024 Regular Council Meeting Minutes as presented in Attachment I.

STRATEGIC PRIORITIES:



Affordable
Housing



Climate
Resiliency



Community
Development



Community
Wellness



Economic
Development



Financial
Sustainability

HOW THE STRATEGIC PRIORITIES ARE MET:

N/A

SUSTAINABILITY

ECONOMIC SUSTAINABILITY:

N/A

SOCIAL SUSTAINABILITY:

N/A

ENVIRONMENTAL SUSTAINABILITY:

N/A

IMPLICATIONS OF RECOMMENDATION:

GENERAL:

Pursuant to Section 208(1)(iii) of the *Municipal Government Act*, the minutes of the May 15, 2024 Regular Council Meeting are given to Council for adoption.

ORGANIZATIONAL:

N/A

OPERATIONAL:

N/A

FINANCIAL:

N/A

POLICY:

N/A

IMPLEMENTATION:

N/A

BACKGROUND:

N/A

KEY ISSUE(S)/CONCEPT(S):

N/A

DESIRED OUTCOMES:

N/A

COMMUNICATIONS:

Once signed, the May 15, 2024 Regular Council Meeting Minutes will be posted on the Town's website.

ALTERNATIVE ACTIONS/MOTIONS:

1. Council may adopt the recommended motion.

2. Council may provide further direction regarding the Regular Council Meeting Minutes.

ATTACHMENTS:

[Attachment I: REGULAR COUNCIL - 15 May 2024 - Meeting Minutes](#)

Claudette Thorhaug, Legislative Services Officer

Approved
- 23 May
2024

Veronica Anderson, Legislative Services Officer

Approved
- 27 May
2024

Johnathan Strathdee, Manager of Legislative Services

Approved
- 30 May
2024



MINUTES REGULAR COUNCIL MEETING

6:00 PM - Wednesday, May 15, 2024

Council Chambers, 1 Parklane Drive, Strathmore AB

COUNCIL PRESENT: Mayor Pat Fule, Deputy Mayor Melissa Langmaid, Councillor Debbie Mitzner, Councillor Jason Montgomery, Councillor Denise Peterson, Councillor Richard Wegener, and Councillor Brent Wiley

STAFF PRESENT: Kevin Scoble (Chief Administrative Officer), Jamie Dugdale (Director of Infrastructure, Operations, and Development Services), Mark Pretzlaff (Director of Community and Protective Services), Kara Rusk (Director of Strategic, Administrative, and Financial Services), and Johnathan Strathdee (Manager of Legislative Services)

1. **CALL TO ORDER**

Mayor Fule called the May 15, 2024 Regular Council Meeting to order at 6:00 p.m.

2. **CONFIRMATION OF AGENDA**

Resolution No. 093.05.24

Moved by Councillor Langmaid

THAT Council adopt the May 15, 2024 Regular Council Meeting Agenda as amended:

DELETE:

6.2 Advocacy Update – Advice from officials – FOIP S. 24(1)(a)

MOVE:

10.5 Diversity, Equity, and Inclusion Declaration

to come after Delegations, creating a new 6.0 Business section and subsequently shifting the remainder of the agenda.

FOR: Mayor Fule, Councillor Langmaid, Councillor Mitzner, Councillor Montgomery, Councillor Peterson, Councillor Wegener, and Councillor Wiley

AGAINST: None

CARRIED

3. **PUBLIC HEARING**

None.

4. **PUBLIC COMMENTS**

None.

5. **DELEGATIONS**

5.1. **Delegation – Tour Alberta for Cancer**

6. **BUSINESS**

6.1 **Diversity, Equity, and Inclusion Declaration**

Resolution No. 094.05.24

Moved by Councillor Montgomery

THAT Council adopt the Diversity, Equity, and Inclusion declaration as presented in Attachment I with the following amendment: Exchange the word Equity for Equality.

FOR: None.

AGAINST: Mayor Fule, Councillor Langmaid, Councillor Mitzner, Councillor Montgomery, Councillor Peterson, Councillor Wegener, and Councillor Wiley

DEFEATED

Resolution No. 095.05.24

Moved by Councillor Wegener

THAT Council adopt the Diversity, Equity, and Inclusion declaration as presented in Attachment I.

FOR: Mayor Fule, Councillor Langmaid, Councillor Mitzner, Councillor Peterson, and Councillor Wegener

AGAINST: Councillor Montgomery, and Councillor Wiley

CARRIED

Councillor Mitzner left the meeting at 6:46 p.m.

Councillor Mitzner rejoined the meeting at 6:48 p.m.

7. **CLOSED MEETING**

Resolution No. 096.05.24

Moved by Councillor Peterson

THAT Council move In Camera to discuss items related to Sections 24(1)(b)(i) and 24(1)(a) of the *Freedom of Information and Protection of Privacy Act* at 6:56 p.m.

FOR: Mayor Fule, Councillor Langmaid, Councillor Mitzner, Councillor Montgomery, Councillor Peterson, Councillor Wegener, and Councillor Wiley

AGAINST: None.

CARRIED

7.1. Council Dialogue – Advice from officials – FOIP S. 24(1)(b)(i)

7.2. Medical Services – Advice from officials – FOIP S. 24(1)(a)

7.3. Council/CAO Dialogue – Advice from officials – FOIP S. 24(1)(b)(i)

Resolution No. 097.05.24

Moved by Councillor Peterson

THAT Council move out of Camera at 8:26 p.m.

FOR: Mayor Fule, Councillor Langmaid, Councillor Mitzner, Councillor Montgomery, Councillor Peterson, Councillor Wegener, and Councillor Wiley

AGAINST: None

CARRIED

Resolution No. 098.05.24

Moved by Councillor Wegener

THAT Council move to censure Councillor Montgomery via letter of reprimand for violating Sections 5.1, 5.5, and 6.3 of the Council's Code of Conduct Bylaw No. 18-09;

AND THAT Council direct Councillor Montgomery to write a letter of apology to the resident and to the Wheatland Housing Management Body for displaying unprofessional behaviour on April 26, 2024 when an e-mail was sent asking for private donations from a resident. Councillor Montgomery has no right to ask for donations on behalf of the Town or Wheatland Housing Management Body.

FOR: Mayor Fule, Councillor Langmaid, Councillor Mitzner, Councillor Peterson and Councillor Wegener.

AGAINST: Councillor Montgomery, and Councillor Wiley

CARRIED

Councillor Peterson called point of order as the discussion was not related to the motion being debated.

Mayor Fule ruled in favor of the point of order.

Mayor Fule relinquished the Chair to Deputy Mayor Langmaid.

Mayor Fule left the Meeting at 9:35 p.m.

Resolution No. 099.05.24

Moved by Councillor Wiley

THAT Council recess the May 15, 2024 Regular Council Meeting for 5 minutes.

FOR: Deputy Mayor Langmaid, Councillor Montgomery, Councillor Peterson, Councillor Wegener, and Councillor Wiley

AGAINST: Councillor Mitzner

CARRIED

Deputy Mayor Langmaid reconvened the meeting at 9:41 p.m.

Resolution No. 100.05.24

Moved by Councillor Peterson

THAT Council amend the existing agenda to defer item 10.2. Urban Hen Bylaw No. 24-11 to a future meeting;

AND THAT item 7.3 Council/CAO Dialogue – Advice from officials – FOIP S. 24(1)(b)(i) be deleted from the May 15, 2024 agenda;

AND THAT Council move 7.2 Medical Services – Advice from officials – FOIP S. 24(1)(a) to the end of the meeting, creating Section 14.1.

FOR: Deputy Mayor Langmaid, Councillor Mitzner, Councillor Montgomery, Councillor Peterson, Councillor Wegener, and Councillor Wiley

AGAINST: None.

CARRIED

Resolution No. 101.05.24

Moved by Councillor Peterson

THAT Council extend the May 15, 2024 to 10:30 p.m.

FOR: Deputy Mayor Langmaid, Councillor Mitzner, Councillor Montgomery, Councillor Peterson, Councillor Wegener, and Councillor Wiley

AGAINST: None.

CARRIED

8. **CONSENT AGENDA**

Resolution No. 102.05.24

Moved by Councillor Peterson

THAT Council adopt the recommendations of the following agenda reports by an omnibus motion:

- 9.1 Regular Council Meeting Minutes – May 1, 2024
- 11.1 Alberta Municipalities Resolution 2024 – Alberta First Responders Radio Communications System Equipment Funding
- 11.3 Corporate Strategic Plan & Financial Plan Quarterly Report (Q4 2023)
- 11.4 Proclamation – World Family Doctor Day
- 13.1 Sacred Heart Church Dedication Mass Invitation

FOR: Deputy Mayor Langmaid, Councillor Mitzner, Councillor Montgomery, Councillor Peterson, Councillor Wegener, and Councillor Wiley

AGAINST: None.

CARRIED

Resolution No. 103.05.24

Moved by Councillor Wiley

THAT Council defer item 11.2 - Canadian Overnight Repo Rate Average (CORRA) Transition to a future Agenda.

FOR: Deputy Mayor Langmaid, Councillor Mitzner, Councillor Montgomery, Councillor Peterson, Councillor Wegener, and Councillor Wiley

AGAINST: None.

CARRIED

Resolution No. 104.05.24

Moved by Councillor Wiley

THAT Council schedule a Special Council Meeting on May 22, 2024 to discuss items deferred from the May 15, 2024 Regular Council Meeting Agenda.

FOR: None.

AGAINST: Deputy Mayor Langmaid, Councillor Mitzner, Councillor Montgomery, Councillor Peterson, Councillor Wegener, and Councillor Wiley

DEFEATED

9. **CONFIRMATION OF MINUTES**

9.1. Regular Council Meeting Minutes – May 1, 2024

The following motion was adopted by the consent agenda:

THAT Council adopt the May 1, 2024 Regular Council Meeting Minutes as presented in Attachment I.

10. BYLAWS**10.1. 2024 Property Tax Rate Bylaw No. 24-13****Resolution No.105.05.24**

Moved by Councillor Wiley

THAT Council amend the 2024 Operating Budget by increasing the transfer from the Financial Stabilization Reserve by \$202,100 to offset the increase in the Education Requisition.

FOR: Deputy Mayor Langmaid, Councillor Mitzner, Councillor Montgomery, Councillor Peterson, Councillor Wegener, and Councillor Wiley

AGAINST: None.

CARRIED

Resolution No. 106.05.24

Moved by Councillor Wiley

THAT Council give First Reading to Bylaw No. 24-13, being the 2024 Property Tax Rate Bylaw.

FOR: Deputy Mayor Langmaid, Councillor Mitzner, Councillor Montgomery, Councillor Peterson, Councillor Wegener, and Councillor Wiley

AGAINST: None.

CARRIED

Resolution No. 107.05.24

Moved by Councillor Montgomery

THAT Council give Second Reading to Bylaw No. 24-13, being the 2024 Property Tax Rate Bylaw.

FOR: Deputy Mayor Langmaid, Councillor Mitzner, Councillor Montgomery, Councillor Peterson, Councillor Wegener, and Councillor Wiley

AGAINST: None.

CARRIED

Resolution No. 108.05.24

Moved by Councillor Wegener

THAT Council give Unanimous Consent to give Third and Final reading to Bylaw No. 24-13, being the 2024 Property Tax Rate Bylaw.

FOR: Deputy Mayor Langmaid, Councillor Mitzner, Councillor Montgomery, Councillor Peterson, Councillor Wegener, and Councillor Wiley

AGAINST: None.

CARRIED

Resolution No. 109.05.24

Moved by Councillor Wegener

THAT Council give Third and Final Reading to Bylaw No. 24-13, being the 2024 Property Tax Rate Bylaw.

FOR: Deputy Mayor Langmaid, Councillor Mitzner, Councillor Montgomery, Councillor Peterson, Councillor Wegener, and Councillor Wiley

AGAINST: None.

CARRIED

11. BUSINESS

11.1. Alberta Municipalities Resolution 2024 – Alberta First Responders Radio Communications System Equipment Funding

The following motion was adopted by the consent agenda:

THAT Council approve the draft Alberta Municipalities resolution entitled *Alberta First Responders Radio Communications System Equipment Funding* as presented in Attachment I;

AND THAT Council direct Administration to coordinate with the Village of Rockyford to second the resolution presented in Attachment I;

AND THAT Council direct Administration to submit the resolution entitled *Alberta First Responders Radio Communications System Equipment Funding*, as presented in Attachment I, for consideration at the 2024 Alberta Municipalities Convention.

11.3. Corporate Strategic Plan & Financial Plan Quarterly Report – Q4 2023

11.4. Proclamation – World Family Doctor Day

The following motion was adopted by the consent agenda:

THAT Council proclaim May 19, 2024 as World Family Doctor Day in the Town of Strathmore.

12. COUNCILLOR INFORMATION & INQUIRIES

12.1. QUESTIONS BETWEEN COUNCILLORS AND COUNCIL STATEMENTS

12.1.1 Sacred Heart Parish Dedication Mass

Councillor Wiley congratulated Sacred Heart Parish on the upcoming opening of their parish's new building, and thanked them for an invitation to the Dedication Mass.

12.2. BOARDS AND COMMITTEE REPORTS

None.

12.3. QUESTION AND ANSWER PERIOD

None.

12.4. ADMINISTRATIVE INQUIRIES

None.

12.5. NOTICES OF MOTION

12.5.1. Racial Equality Review – Councillor Montgomery

Councillor Montgomery read a notice of motion for a Racial Equality Review that will be brought to the June 5, 2024 Regular Council Meeting.

13. CORRESPONDENCE

13.1. Sacred Heart Church Dedication Mass Invitation

Resolution No. 110.05.24

Moved by Councillor Peterson

THAT Council extend the meeting until 10:40 p.m.

FOR: Deputy Mayor Langmaid, Councillor Mitzner, Councillor Montgomery, Councillor Peterson, Councillor Wegener, and Councillor Wiley

AGAINST: None.

CARRIED

14. CLOSED MEETING**Resolution No. 111.05.24**

Moved by Councillor Peterson

THAT Council move In Camera to discuss items related to Section 24(1)(a) of the *Freedom of Information and Protection of Privacy Act* at 10:27 p.m.

FOR: Deputy Mayor Langmaid, Councillor Mitzner, Councillor Montgomery, Councillor Peterson, Councillor Wegener, and Councillor Wiley

AGAINST: None.

CARRIED

14.1. Medical Services – Advice from officials – FOIP S. 24(1)(a)

Councillor Mitzner left the meeting at 10:48 p.m.

Resolution No. 112.05.24

Moved by Councillor Peterson

THAT Council move out of camera at 10:48 p.m.

FOR: Deputy Mayor Langmaid, Councillor Montgomery, Councillor Peterson, Councillor Wegener, and Councillor Wiley

AGAINST: None.

CARRIED

Resolution No. 113.05.24

Moved by Councillor Wiley

THAT Council extend the meeting until 11:05 p.m.

FOR: Deputy Mayor Langmaid, Councillor Montgomery, Councillor Peterson, Councillor Wegener, and Councillor Wiley

AGAINST: None.

CARRIED

Resolution No. 114.05.24

Moved by Councillor Wiley

THAT Council adopt Physician Sponsorship Grant Policy No. 1111 as presented in Attachment I.

AND THAT Council amend the 2024 Operating Budget by increasing the transfer from Financial Stabilization Reserve by \$90,000 to fund the Physician Sponsorship Grant

Policy.

FOR: Deputy Mayor Langmaid, Councillor Montgomery, Councillor Peterson, Councillor Wegener, and Councillor Wiley

AGAINST: None.

CARRIED

15 ADJOURNMENT

Deputy Mayor Langmaid adjourned the May 15, 2024 Regular Council Meeting at 11:00 p.m.

Mayor

Director of Strategic, Administrative
and Financial Services



Request for Decision

To: Town Council

Staff Contact: Kate Bakun, Planner

Date Prepared: May 12, 2024

Meeting Date: June 5, 2024

SUBJECT: Land Use Bylaw Amending Bylaw No. 24-07 (62 Lakeside Blvd.).Second & Third Reading

RECOMMENDATION: THAT Council give Second Reading to Bylaw No. 24-07, being a Bylaw to amend the Land Use Bylaw No. 14-11.

THAT Council give Third Reading to Bylaw No. 24-07, being a Bylaw to amend the Land Use Bylaw No. 14-11.

STRATEGIC PRIORITIES:



Affordable
Housing



Climate
Resiliency



Community
Development



Community
Wellness



Economic
Development



Financial
Sustainability

HOW THE STRATEGIC PRIORITIES ARE MET:

The construction of semi-detached houses is strategically positioned to advance the goals of enhancing housing affordability and diversity while also increasing density slightly in the Downtown District.

SUSTAINABILITY

ECONOMIC SUSTAINABILITY:

The introduction of semi-detached housing expands the range of housing choices available within the town. Furthermore, the proposed house is anticipated to enhance the assessed market value of the land, thereby leading to a potential rise in property tax revenue for the Town.

ENVIRONMENTAL SUSTAINABILITY:

By integrating energy efficiency, resource conservation principles into the construction of semi-detached house, developer could minimize environmental footprint, conserve resources, and create healthier and more sustainable living environments for occupants.

IMPLICATIONS OF RECOMMENDATION:

GENERAL:

The majority of housing in the town consists mainly of single-detached dwellings. Expanding the range of available housing choices, including diverse options, is consistent with well-founded land use planning principles.

OPERATIONAL:

Kateryna Bakun (Planner) has been assigned to this project.

FINANCIAL:

The proposed Semi-Detached House will require a development permit and building permit applications, which will include the collection of all applicable fees under the Town's fees bylaw.

POLICY:

The initial reading was recorded on May 1, 2024.

Staff advertised the public hearing in accordance with Section 606 of the *Municipal Government Act* and a summary of the public engagement is as follows:

- May 02, 2024 - Mailed notice to adjacent landowners
- May 06, 2024 - Notice of Public Hearing was posted to the Town's website.
- May 08, 2024 - Strathmore Times
- May 16, 2024 - Strathmore Times

Staff believe several policies of the Town's Municipal Development Plan (MDP) 2014 apply to the proposed application:

3.2.1 The Town of Strathmore shall ensure that all new development shall provide a wide range of housing type to meet varying housing needs based on income and lifestyle.

3.2.6 Residential infill development is encouraged:

a) On vacant parcels or under-utilized parcels of land in the Downtown North and Downtown South, and shall maximize the use of existing roads, utilities, parks and other community services.

Section 692(1) of the *Municipal Government Act* requires that before giving second and third reading to a proposed bylaw amending a land use bylaw, a Council must hold a public hearing with respect to the proposed re-designation.

IMPLEMENTATION:

Staff advertised the public hearing in accordance with Section 606 of the *Municipal Government Act*. We also requested that the public hearing be advertised on our social media.

Staff were available for phone calls and meetings with any residents who had questions or wished to speak to us about the proposed land use re-designation application.

BACKGROUND:

The first reading was held on May 01, 2024, and the public hearing has been advertised.

- May 02, 2024 - Mailed notice to adjacent landowners
- May 06, 2024 - Notice of Public Hearing was posted to the Town's website.
- May 08, 2024 - Strathmore Times
- May 16, 2024 - Strathmore Times

Staff have received an application for a land use re-designation (Bylaw No. 24-07) for 62 Lakeside Blvd (Lot 19/20, Block 17, Plan 5894P). The proposed re-designation aims to permit the construction of a semi-detached dwelling and a separate garage structure.

It's worth noting that the current R1 Single Detached Residential District does not currently allow for semi-detached dwelling, either as a permitted or discretionary use.

The land lot is situated in the Downtown Overlay District, bordered by Lakeside Blvd and Village Way. Adjacent to the Strathmore Municipal Library, the site is surrounded by Single-detached homes to the south and manufactured homes to the northwest. There is an existing semi-detached dwelling to the southwest. Presently, the site is largely vacant, save for one old garage.

The developer's proposal includes the construction of a semi-detached dwelling and a semi-detached garage on the specified land lot. The semi-detached dwelling will provide housing for residents, while the garage will offer secure parking and storage space for occupants. This dual construction aims to maximize the use of the available land while also ensuring that residents have convenient access to parking facilities.

In summary, the proposed land use re-designation for a semi-detached dwelling may help alleviate housing demand and enhance the livability and vibrancy of the area. Staff believe this development will contribute positively to Strathmore's social, economic, and environmental

fabric. Moreover, the location is deemed suitable for the project's development, representing a positive direction for the town's growth. The application aligns with the Town's Municipal Development Plan, with several policies supporting its approval.

KEY ISSUE(S)/CONCEPT(S):

DESIRED OUTCOMES:

THAT Council give Second Reading to Bylaw No. 24-07, being a Bylaw to amend the Land Use Bylaw No. 14-11.

THAT Council give Third Reading to Bylaw No. 24-07, being a Bylaw to amend the Land Use Bylaw No. 14-11.

COMMUNICATIONS:

Staff have advertised the public hearing in accordance with the *Municipal Government Act* by including notices in the Strathmore Times, on the Town's social media pages, publishing notice on the Town's website, and by sending notice by regular mail to adjacent landowners

ALTERNATIVE ACTIONS/MOTIONS:

Council may support the recommendation to proceed with second and third readings prior to enacting the proposed bylaw, or Council can choose to not complete second and third readings of the proposed bylaw, in which case the application will be deemed to have been refused.

ATTACHMENTS:

[Attachment I: Land Use Bylaw Amending Bylaw No. 24-07](#)

[Attachment II: 62 Lakeside Blvd, Strathmore Redacted](#)

[Attachment III: 24-07 62 Lakeside Blvd. Letter to Adjacent Landowners](#)

[Attachment IV: 24-07 Map of Adjacent Landowners](#)

[Attachment V: 24-07. Advertisement](#)

Chuck Procter, Manager of Development Services

Approved
- 15 May
2024

Jamie Dugdale, Director of Infrastructure, Operations, and Development Services

Approved
- 20 May
2024

Veronica Anderson, Legislative Services Officer

Approved

- 21 May
2024
Approved
- 23 May
2024
Approved
- 29 May
2024

Johnathan Strathdee, Manager of Legislative Services

Kevin Scoble, Chief Administrative Officer



BYLAW NO. 24-07
TOWN OF STRATHMORE
IN THE PROVINCE OF ALBERTA

BEING A BYLAW OF THE TOWN OF STRATHMORE IN THE PROVINCE OF ALBERTA
TO AMEND THE LAND USE BYLAW NO. 14-11.

WHEREAS the *Municipal Government Act, being Chapter M-26, of the Revised Statutes of Alberta 2000* and amendments thereto provides authority for the Town to regulate such matters;

AND WHEREAS Council holds public hearings as required by Section 692 of the *Municipal Government Act*, R.S.A. 2000, c.M-26 as amended;

NOW THEREFORE BE IT RESOLVED THAT the Municipal Council of the Town of Strathmore, in the Province of Alberta duly assembled HEREBY ENACTS AS FOLLOWS:

1. SHORT TITLE

1.1 This Bylaw may be cited as the "Land Use Bylaw Amending Bylaw No. 24-07"

2. AMENDMENTS

2.1 That Bylaw No. 14-11 Schedule A – Land Use District Map is amended by changing the land use designation of Lot 19/20, Block 17, Plan 5894P, containing +/- 0.056 hectares (+/- 6006.13 sqft) from R1 – Single Detached Residential District to R2 – Low Density Residential District as shown below in Schedule "A".

3. EFFECTIVE DATE

3.1 This Bylaw shall come into force and effect upon receiving third and final reading and being signed.

READ A FIRST TIME this _____ day of 2024

PUBLIC HEARING HELD this _____ day of _____, 2024

READ A SECOND TIME this _____ day of _____, 2024

READ A THIRD AND FINAL TIME this _____ day of _____, 2024

MAYOR

CHIEF ADMINISTRATIVE OFFICER

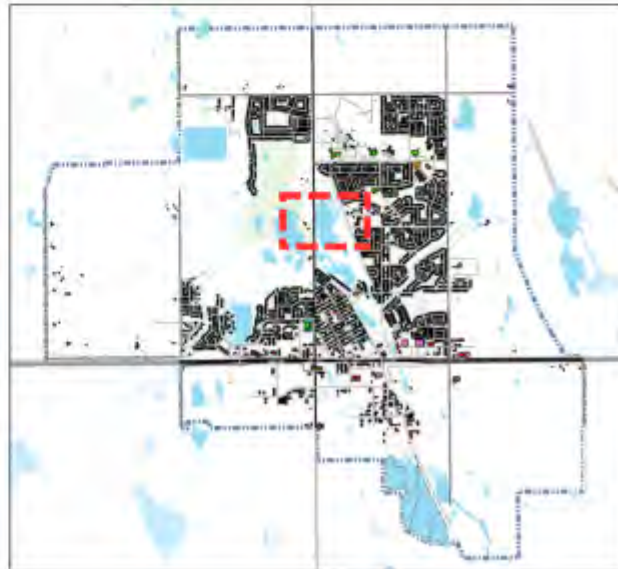
Schedule "A"

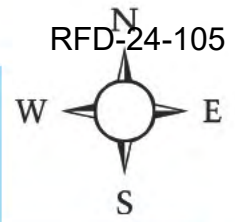


Land Use District:



R2 – Low Density Residential District





62 Lakeside Blvd - Context:



- Subject Parcel

SECTION 4 LAND USE DISTRICT PROVISIONS

4.1 R1 – SINGLE DETACHED RESIDENTIAL DISTRICT

1. **PURPOSE:** To provide for the development of single detached dwellings at low densities.

2. **USES:**

a) **Permitted**

Accessory Building or Use
 Home Office
 Housing, Single Detached
 Parks
 Protective Emergency Services
 Residential Sales Centre 1
 Utilities

Bylaw #15-22

Bylaw #17-12

b) **Discretionary**

Bed and Breakfast
 Child Care Services
 Government Services
 Group Home, Limited
 Home Occupation
 Housing Duplex
 Residential Sales Centre 2
 Secondary Suite
 Utility Building

Bylaw #15-06

Bylaw #20-04

Bylaw #17-12

3. **GENERAL SITE REQUIREMENTS:**

a) **Minimum Lot Area**

i 457.0 m² per Dwelling

b) **Minimum Lots Size Corner Lots**

i 503.0 m² per Dwelling Unit

c) **Minimum Site Width**

i 15.0 metres

ii 9.0 metres for a pie shaped lot at front yard

d) **Minimum Site Depth**

i 30.5 metres for all lots

e) **Habitable Floor Area**

i Minimum Gross Floor Area – 102 m²

Bylaw #15-06

Bylaw #20-04

f) Maximum Number of Dwellings

- i. One dwelling per lot, unless a legal Secondary Suite has been approved

Bylaw #15-01

g) Minimum Yard Setbacks – Principle Building

Bylaw #15-28

- i. Front Yard – 6.0 m
- ii. Rear Yard – 7.0 m
- iii. Side Yard - 1.5 m from a side property line shared with an internal lot; and 3.0 m from a side property line shared with a street other than a lane

h) Site Coverage

- i. Maximum total site coverage of 50%
- ii. Maximum site coverage for Accessory Buildings is 13%

i) Building Height

Bylaw #16-10

- i. 10 m for the Principal Building
- ii. 5.0 m for Accessory Buildings* see OTHER SITE REQUIREMENTS below

Bylaw #22-01

4. OTHER SITE REQUIREMENTS:

a. Pie-Shaped Lots:

- i. The minimum lot frontage of a Pie-Shaped Lot shall be 9.0m, measured between the points determined by the intersection of the side property lines and the front property line.
- ii. The minimum lot depth of a Pie-Shaped Lot shall be 30.5m, measured from the midpoint of the front property line to the midpoint of the rear property line.

b. Garages:

- i. If a principal building does not have an attached garage at the front of the Dwelling or has a garage with a side entrance with a driveway parallel to the front property line, the Minimum Front Yard Setback shall be 4.8m.
- ii. If the doors of an attached garage face any public roadway and abut a side yard, the Minimum Side Yard Setback shall be 6.0m.

c. Landscaping

- i. Minimum landscaping requirement of at least two (2) trees per internal lot and three (3) trees per corner lot.

Bylaw #22-01

d. Accessory Building

- i. Maximum Accessory Building height shall be influenced by existing development on adjacent parcels.



4.4

R2 – LOW DENSITY RESIDENTIAL DISTRICT

1. PURPOSE: To provide for low density development in the form of duplex, and semi-detached dwellings.

2. USES:

a) Permitted Uses

Accessory Building
 Home Office
 Housing, Duplex
 Housing, Semi Detached
 Parks
 Protective Emergency Services
 Residential Sales Centre 1
 Utilities

Bylaw #15-22

Bylaw #17-12

b) Discretionary Uses

Bed and Breakfast
 Child Care Services
 Government Services
 Group Home
 Home Occupation
 Housing, Single Detached
 Residential Sales Centre 2
 Secondary Suite
 Utility Building

Bylaw #15-06

Bylaw #20-04

Bylaw #17-12

3. GENERAL SITE REQUIREMENTS:

a) Minimum Lot Area

i. 235 m² for each Dwelling Unit in a Housing, Duplex and Housing, Semi-Detached

b) Minimum Site Width

- i. Housing, Single-Detached: 11 m for an Internal Lot and 12.5 m for a Corner Lot;
- ii. Housing, Duplex: 15 m for an Internal Lot and 17 m for a Corner Lot;
- iii. Housing, Semi-Detached: 7.5 m for each Dwelling Unit on an Internal Lot and 9 m for each Dwelling Unit on a Corner Lot;
- iv. Housing, Duplex and Housing, Semi-Detached on lane-less sites: Despite Subsections (3) b) ii. and iii., if a site does not share a property line with a lane either at the rear or at the side of the site and no provision is made for a Private Garage either at the front or at the side of the building, then the Approving Authority may require a site width of 18 m for an Internal Lot and a width of 20 m for a corner site.

Bylaw #15-01

c) Minimum Site Depth

i. 30.5 metres for all lots

d) Habitable Floor Area

- Bylaw #15-28 i. Minimum Gross Floor Area - 70 m² per dwelling unit

e) Minimum Yard Setbacks - Principal Building

- Bylaw #15-01 i. Front Yard – 4.0 m if the lot is served by a rear lane; and 6.0 m if the lot is not served by a rear lane
- Bylaw #15-01 ii. Rear Yard – 7.0 m
- Bylaw #15-01 iii. Side Yard – 1.5 m from a side property line shared with an internal lot; and 3.0 m from a side property line shared with a street other than a lane

f) Site Coverage

- Bylaw #16-10 i. Maximum total site coverage - 50%
- ii. Maximum site coverage for Accessory Buildings - 13%

g) Building Height

- Bylaw #22-01 i. 10.0 m for Principal Buildings
- ii. 5.0 m for Accessory Buildings* see OTHER SITE REQUIREMENTS below

4. OTHER SITE REQUIREMENTS:

Garages:

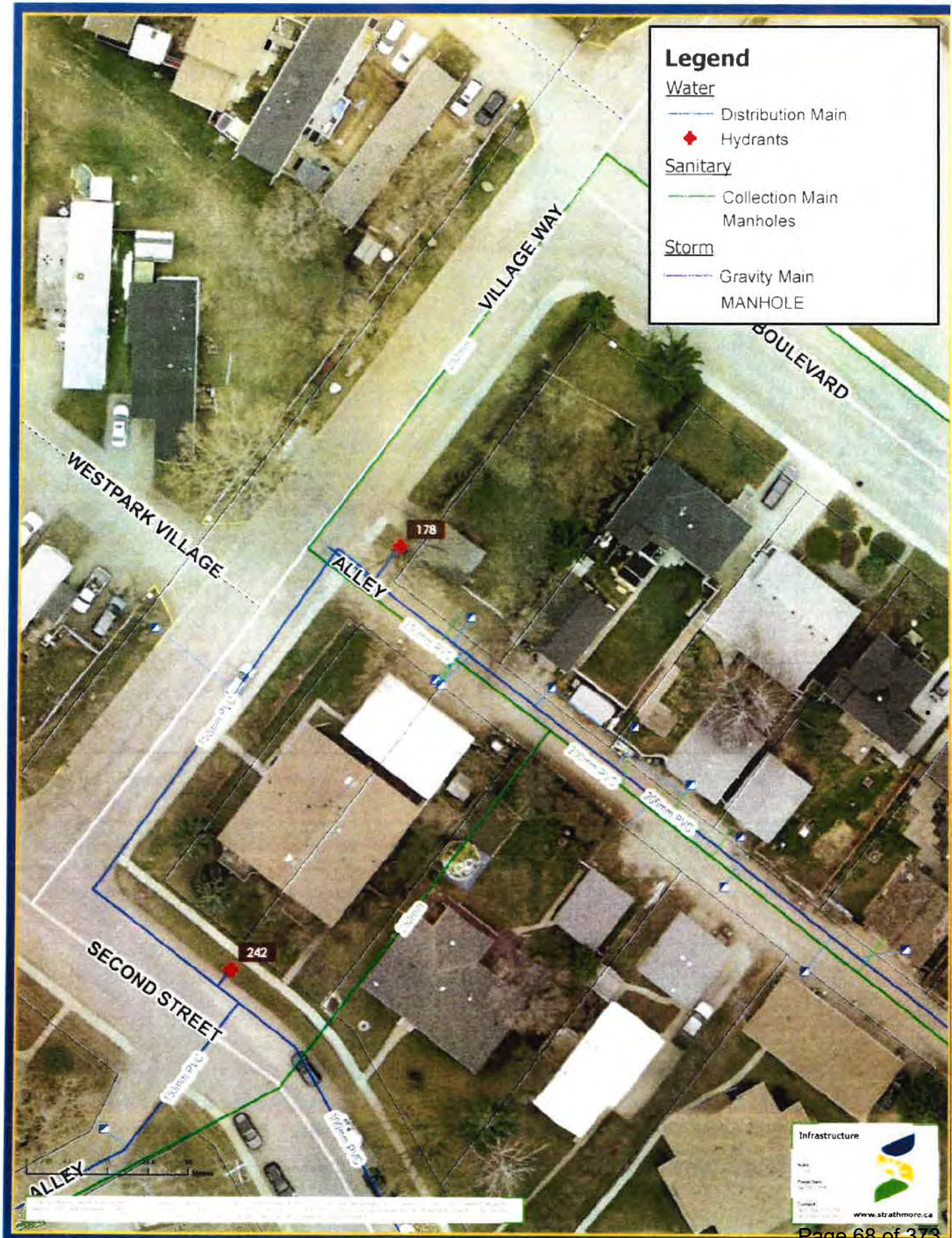
- a.** If a principal building does not have an attached garage at the front of the Dwelling, the Minimum Front Yard Setback shall be 4.8m.
- b.** If the doors of an attached garage face any public roadway and abut a side yard, the Minimum Side Yard Setback shall be 6.0m.
- c.** Notwithstanding (a) and (b) above, if there is no rear lane, and no attached front garage, there shall be one 3.3 metre side yard to allow for access to a rear detached garage.

Landscaping

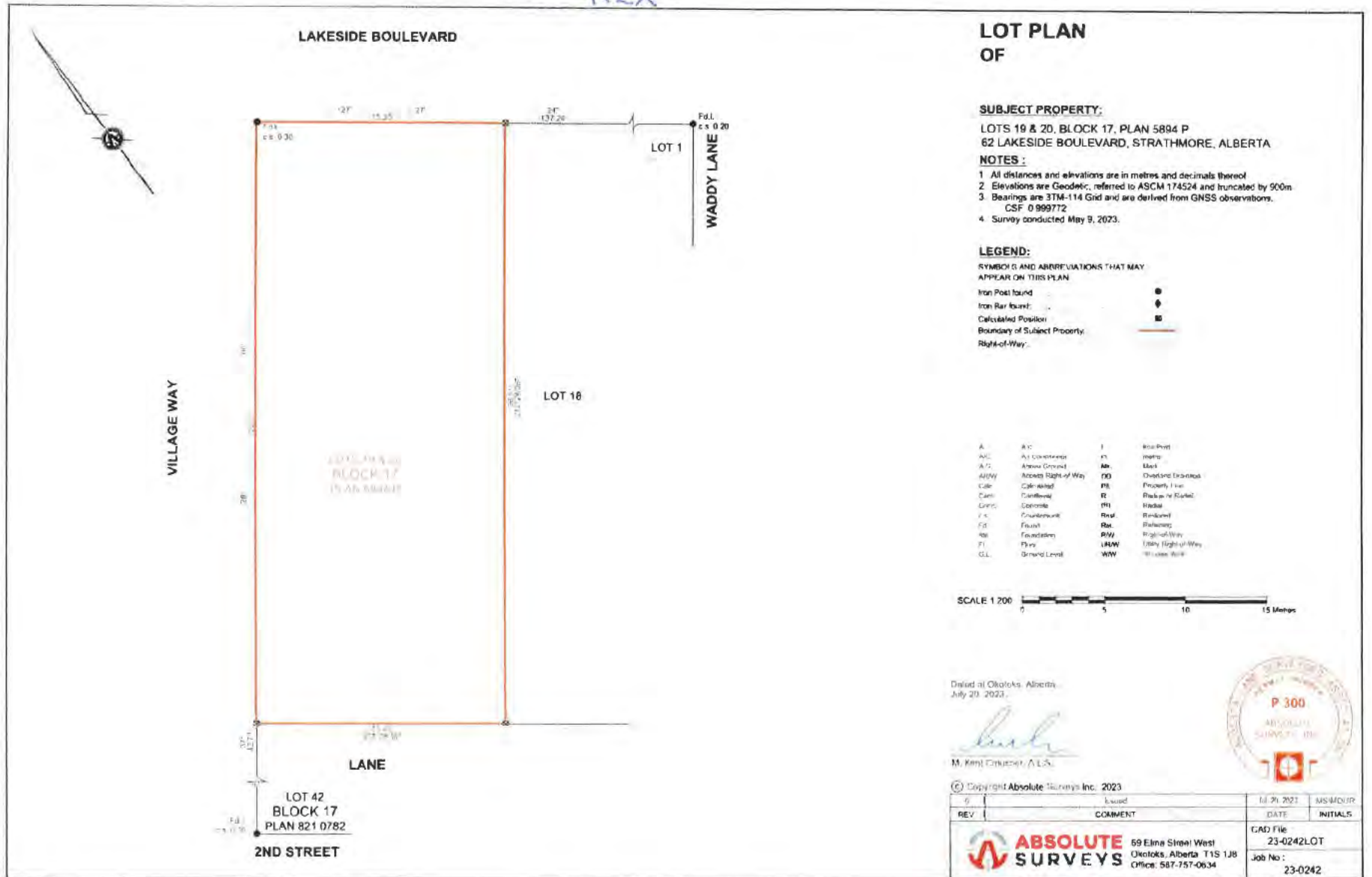
- d.** Minimum landscaping requirement of at least two (2) trees per internal lot and three (3) trees per corner lot.

Bylaw #22-01 **Accessory Building**

- e.** Maximum Accessory Building height shall be influenced by existing development on adjacent parcels.

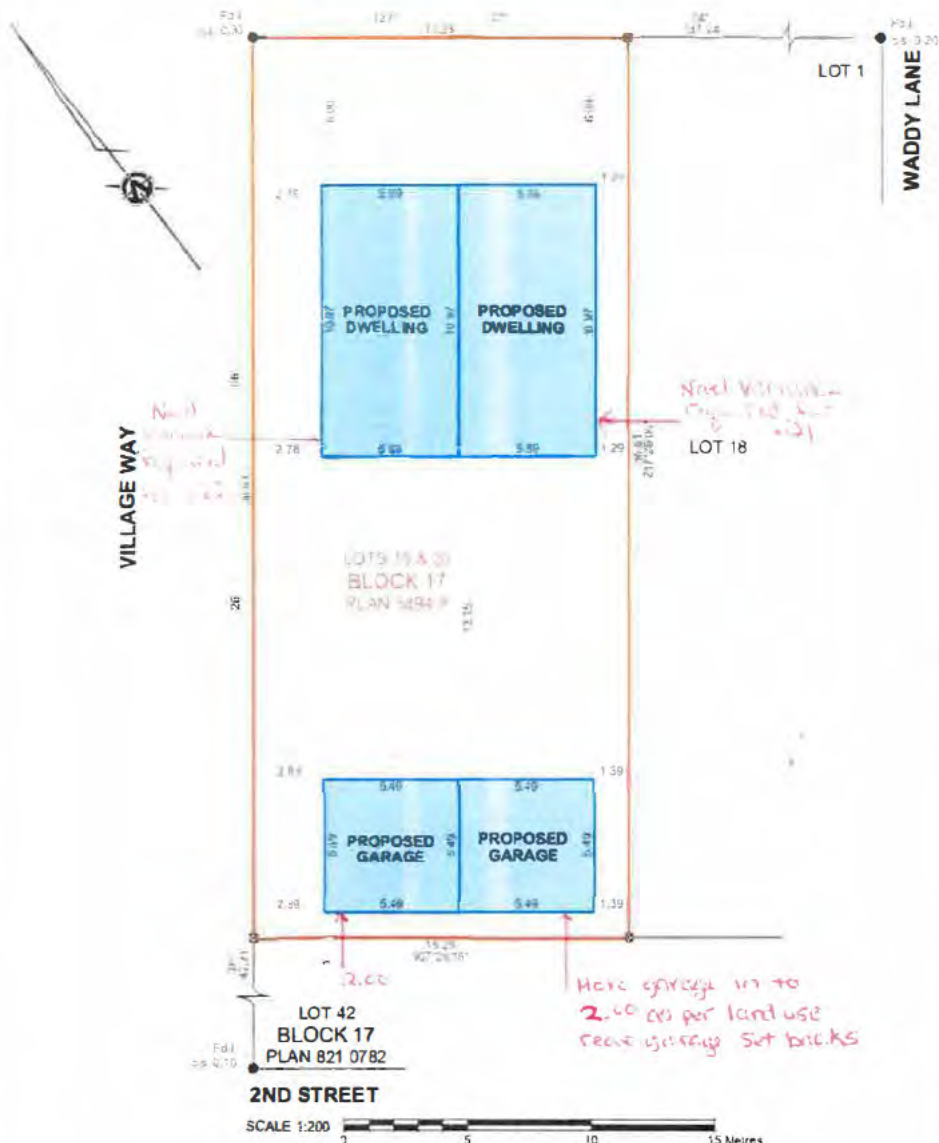


Existing Lot Plan
Land Use District
R2X



PLOT PLAN

LAKESIDE BOULEVARD



GENERAL NOTES:

- Distances are in metres and decimals thereof.
- Bearings are 3TM-114 Grid and are derived from GNSS observations.
- Surface features (e.g. hydrants, light standards, utility boxes etc.) may exist and not be shown.
- Plot plan must be approved by the developer and the municipality.

ZONING: R2X

Setbacks
Front: 6.0m
Rear: 7.0m
Side: 1.5m
Side: 3.0m

LOT COVERAGE:

Lot Area = 558.3 m²
Building Area = 182.9 m²
Lot Coverage = 32.7 %

SUBJECT PROPERTY:

LOT 19 & 20, BLOCK 17, PLAN 5894 P
62 LAKESIDE BOULEVARD, STRATHMORE

CLIENT: Frontier Homes Inc

Q	Issued	QD 1/1/23	MS MDJR
REV	COMMENT	DATE	INITIALS
		59 Elm Street West Calgary, Alberta T1S 1J8 Office: 587-752-0634	
		CAD File 23-0242PP Job No. 23-0242	



Town of Strathmore
1 Parklane Drive
Strathmore, AB T1P 1K2
(403) 934 3133

Land Use Bylaw Redesignation Application Package

Version 4 – October 2021

The Municipal Government Act authorizes requiring information for the purpose of a Land Use amendment application. The Freedom of Information & Protection of Privacy Act applies. If you have any questions, please contact the FOIP Coordinator at 403-934-3133.



Strathmore.ca

1 Parklane Dr. (Box 2280)
Strathmore AB T1P 1K2

(403) 934-3133

**FORM 1****Application Form**

Version 4 – October 2021

*** PLEASE CONTACT A PLANNER TO DISCUSS THE CHECKLIST REQUIREMENTS FOR ALL LAND USE BYLAW AMENDMENT APPLICATIONS ***

Applications can be submitted electronically by emailing all required documents to: development@strathmore.ca or in person to the Development Services Counter at Town Hall. **Application fees must be paid at the time of submission.**

Applicant & Property Owner Information

Applicant Frontier Homes Inc	Property Owner (if different than Applicant) Sodagar Singh
Phone [Redacted]	Phone [Redacted]
Email [Redacted]	Email [Redacted]
Mobile [Redacted]	Mobile [Redacted]
Text [Redacted]	Text [Redacted]

Sec. 17, FOIP

Location of Land Use Amendment

Civic Address	62 Lakeside Blvd.		
Legal Address	Lot 19/20	Block 17	Plan 5894P

Description of Land Use Amendment

Describe why the proposed Land Use Bylaw amendment is needed to accommodate your project:

We need the land use bylaw amended because the existing one of R1 does not work as we are looking to put a duplex on the property and need the land use to be R2. *semi-detached housing*
We will also like to apply for a relaxation of set backs to the side yards of #21 and #22 to accommodate the duplex. See site plan.

The Municipal Government Act authorizes requiring information for the purpose of a Land Use Amendment application. The Freedom of Information & Protection of Privacy Act applies. If you have any questions, please contact the FOIP Coordinator at 403-934-3133.



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1 Parklane Dr. (Box 2280)
Strathmore AB T1P 1K2

(403) 934-3133



Existing Land Use District: <u>R1</u>	
Proposed Land Use District: <u>R2</u>	
For Office Use Only	
Bylaw #:	File #: <u>24-07</u>
Application Fee: <u>\$3000</u>	

1. Failure to fully complete this form and/or supply the required information may delay your application.
2. All application fees must accompany this application prior to its review.
3. Application fees will not be refunded if Council does not approve your amendment application.

I have read, understood, and agree to the above information. The information I have provided is true, and to the best of my knowledge and abilities, is accurate and complete.

Sec. 17, FOIP

Owner/Applicant Signature

10/05/23

Date

Application Screened for Completion By:
(Planner)

Date



Strathmore.ca
1 Parklane Dr. (Box 2280)
Strathmore AB T1P 1K2
(403) 934-3133



FORM 2

Land Use Amendment Application Checklist

All information in the following checklist must be attached to every Land Use Amendment application. **THIS LIST MUST BE SIGNED AND SUBMITTED WITH THE APPLICATION FORM.**

Required Documentation and Information		
Applicant	Office	
	✓	Certificate of Title dated within 30 days of the date of your application submission
	✓	Copies of all instruments and documents registered on the Certificate of Title
✓	✓	Owner Authorization Form/Affidavit of Corporate Signing Authority (see Form 3 and Form 4)
✓	✓	Right of Entry Form (see Form 3)
	✓	Land Use Bylaw Amendment Application Fee
		Complete Site Plan (2 copies) that includes the following:
✓		a. North Arrow and Key Map (showing adjacent properties within 200m of the site)
✓		b. Existing and proposed zoning (E.g. R1N to R2 or CHWY to M1 etc.)
✓		Site Contamination Disclosure (see Form 5)
N/A		For Direct Control (DC) Districts only, a written explanation of why the Town's existing Land Use Districts cannot accommodate the proposed development.
		Digital Copies of the Entire Application Package
Additional Items that may be Required		
N/A		Environmental Review
N/A		Environmental Site Assessment
N/A		Geotechnical
N/A		Historical Resources Assessment/Overview
N/A		Slope Stability Study
N/A		Drainage Plan

NOTE: The Planner may request additional information beyond the checklist requirements.

NOTE: By signing your name on the signature line below, you agree that all information submitted on this form is true.

Sec. 17, FOIP

Owner/Applicant Signature

Date

Application Screened for Completion By: (Planner)

Date

The Municipal Government Act authorizes requiring information for the purpose of a Land Use Amendment application. The Freedom of Information & Protection of Privacy Act applies. If you have any questions, please contact the FOIP Coordinator at 403-934-3133.



Strathmore.ca

1 Parklane Dr. (Box 2280)
Strathmore AB T1P 1K2

(403) 934-3133



FORM 3

Right of Entry & Owner Authorization Form

All information in the following form must be filled-out and submitted with every Land Use Amendment application.

OWNER AUTHORIZATION

I/We Sodagar Singh

Print name(s) of registered owner(s)

Being the registered owner(s) for 62 Lakeside Blvd. Strathmore AB

Legal description and/or municipal address of land

Do hereby authorize Pat McCaffey of Frontier Homes Inc.

Individual or firm making application

To submit a Land Use Amendment application on our behalf for the above described property.

Sec. 17, FOIP

Owner Signature by Contract

10/05/2023

Date

RIGHT OF ENTRY

I/We Pat McCaffey of Frontier Homes Inc.

Print name(s) of registered owner(s)/applicant(s)

Being the registered owner(s)/applicant(s) for lots 19/20 Block 17 Plan 5894P

Legal description and/or municipal address of land

Do hereby authorize representatives of the Town of Strathmore to enter upon the subject lands for the purpose of site inspection(s) to evaluate the proposed Land Use Amendment application.

Sec. 17, FOIP

Owner/Applicant Signature

10/05/23

Date

The Municipal Government Act authorizes requiring information for the purpose of a Land Use Amendment application. The Freedom of Information & Protection of Privacy Act applies. If you have any questions, please contact the FOIP Coordinator at 403-934-3133.



Strathmore.ca

1 Parklane Dr. (Box 2280)
Strathmore AB T1P 1K2

(403) 934-3133



FORM 4

Affidavit of Corporate Signing AuthorityI, Pat McGaffey, of Frontier Homes Inc. make oath and say:

1. I am an officer or director of Frontier Homes Inc. being the corporation named in the Land Use Rezoning / Subdivision / Area Structure Plan / and/or Development Permit application as submitted to the Town of Strathmore affecting lands legally described as:

lots 19/20, Block 17, Plan # 5894P

2. (a) I am authorized to sign the Land Use Rezoning / Subdivision / Area Structure Plan / and/or Development Permit application on behalf of the corporation without affixing a corporate seal; and
- (b) I am authorized to sign a letter appointing an agent to act on behalf of the corporation regarding the Land Use Rezoning / Subdivision / Area Structure Plan / and/or Development Permit application(s) without affixing a corporate seal; and

I hereby appoint Pat McGaffey as our agent for the above-mentioned application(s)

If Corporate seal is not used

SWORN before me at _____)

In the _____)

This _____ day of _____ A.D. 20__)

Pat McGaffey

Print Name

Sec. 17, FOIP

Signature

Affix Corporate Seal here

_____) Commissioner of Oaths

In and For the Province of Alberta



The Municipal Government Act authorizes requiring information for the purpose of a Land Use Amendment application. The Freedom of Information & Protection of Privacy Act applies. If you have any questions, please contact the FOIP Coordinator at 403-934-3133.



Strathmore.ca
 1 Parklane Dr. (Box 2280)
 Strathmore AB T1P 1K2
 (403) 934-3133



FORM 5

Site Contamination Disclosure

Please be aware further site assessments may be required as part of the review of your application.

ACTIVE ENVIRONMENTAL SITE INVESTIGATIONS

1. Are you aware of any active environmental investigations for this site? *E.g. audits, assessments, tests, surveys or studies.*

☐ YES

☒ NO

2. If you answered YES to question #1 above, please provide a brief description of each environmental investigation.

HISTORICAL SITE REMEDIATION

3. Are you aware of any historical site remediation or a request for such to occur on this site? *E.g. audits, assessments, tests, surveys or studies.*

☐ YES

☒ NO

4. If you answered YES to question #3 above, please provide a brief description.

Sec. 17, FOIP

Owner/Applicant Signature

Date

The Municipal Government Act authorizes requiring information for the purpose of a Land Use Amendment application. The Freedom of Information & Protection of Privacy Act applies. If you have any questions, please contact the FOIP Coordinator at 403-934-3133.



LAND TITLE CERTIFICATE

S
 LINC SHORT LEGAL TITLE NUMBER
 0014 426 829 5894P;17;19,20 231 122 205

LEGAL DESCRIPTION
 PLAN 5894P
 BLOCK 17
 LOTS 19 AND 20
 EXCEPTING THEREOUT ALL MINES AND MINERALS
 AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE
 ATS REFERENCE: 4;25;24;14

MUNICIPALITY: TOWN OF STRATHMORE

REFERENCE NUMBER: 141 303 752

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
231 122 205	24/04/2023	TRANSFER OF LAND	\$136,500	\$136,500

OWNERS

SODAGAR SINGH
 OF 273146 TOWNSHIP ROAD 250
 ROCKYVIEW COUNTY
 ALBERTA T1Z 0Y5

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS
2986IS	19/03/1963	UTILITY RIGHT OF WAY GRANTEE - THE TOWN OF STRATHMORE. "SW 10 FEET LOTS 19 & 20"

TOTAL INSTRUMENTS: 001

(CONTINUED)

PAGE 2
231 122 205

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 5 DAY OF
OCTOBER, 2023 AT 11:12 A.M.

ORDER NUMBER: 48526621

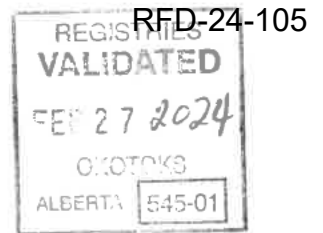
CUSTOMER FILE NUMBER:



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

2986IS .

ORDER NUMBER: 49830776

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

REGN. FEE	5-
EXTRA NEW TITLE	
ABSTRACT	
GEN. CERT.	
CERT. OF CHG.	
ASSET. FULT	
New Value	
Old Value	
INC. TAX	
TOTAL FEES	5-
CLERK	
CHARLES D. [Signature]	

1986 IS.

22.



Not in Book reg. of

I certify that the within instrument
 is duly Entered and Registered in the Land
 Titles Office for the South Alberta Land
 Registration District at Calgary, Alberta.
 on the 19 day
 of March A.D. 1986
 as witnessed by me
 Folio 84
 2. [Signature]
 SALVO

- 2 -

The right, privilege and easement hereinbefore granted shall extend to and be binding upon and enure to the benefit of the successors, transferees and assigns of the parties hereto.

The Town will indemnify and save harmless the said Grantor against all actions, claims and demands which may be brought or made against him by reason of anything done by the Town, its servants, agents, employees or workmen in the exercise of the rights, privileges and liberties herein granted.

IN WITNESS WHEREOF The Town of Strathmore has hereunto caused to be affixed its Corporate Seal attested by the signatures of its proper signing officers, and have hereunto subscribed and set our hand and seal as of this 22 day of October A.D. 1962.

THE TOWN OF
BY:

Sec. 17, FOIP

Mayor

Sec. 17, FOIP

SIGNED, SEALED AND DELIVERED)
by Hermann Fischer)
in the presence of:)

Sec. 17, FOIP

Sec. 17, FOIP

Witness

CANADA:)
PROVINCE OF ALBERTA:)
TO WIT:)

AFFIDAVIT OF EXECUTION

I, Joseph Thomas, of the
in the Province of Alberta, Secretary-Treasurer (Occupation),
MAKE OATH AND SAY:-

1. That I was personally present and did see
Hermann Fischer, who is personally
known to me to be person named therein, duly sign and execute
the same for the purpose named therein.
2. That the same was executed at the Town of Strathmore in the
Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said Hermann Fischer
and he is, in my belief, of the full age of twenty-one years.

SWORN BEFORE ME at the Town)
Strathmore, in the Province of)
Alberta, this 22 day of)
October, A.D. 1962.)

Sec. 17, FOIP

Sec. 17, FOIP

A COMMISSIONER FOR OATHS in and
for the Province of Alberta.

EASEMENT

I, Hermann Fischer of Strathmore, Alberta
(hereinafter called the "Grantor"), being
the registered owner of an estate in fee simple of and in:

Lots nineteen(19) and twenty(20) in Block Seventeen(17) according to a Plan
of record in the Land Titles Office for the south Alberta Land Registration
District as

Strathmore 5894 P
Reserving unto Canadian Pacific Railway Company all mines and minerals and
the right to work the same

DO HEREBY in consideration of the sum of One Dollar (\$1.00) and other
good and valuable consideration GIVE, GRANT and TRANSFER unto THE TOWN OF
Strathmore and its Appointees (hereinafter called the Town) the
right and privilege and easement of a right-of-way over the following des-
cribed lands:

The south west ten(10) feet of Lots nineteen(19) and twenty(20) in Block
seventeen(17) according to a Plan of record in the Land Titles Office for
the South Alberta Land Registration District as

Strathmore 5894 P
Reserving unto Canadian Pacific Railway Company all mines and minerals
and the right to work the same

Hereinafter referred to as the said land

sufficient for the putting down, taking up, re-laying, connecting, disconnect-
ing, constructing, inspecting, maintaining and operating sewer, water or
other utility lines the said right, privilege and easement being subject to
the following terms and conditions which are hereby agreed to by and between
the Town and Grantor.

The said right, privileges and easements shall be for such time as
the said sewer, water or other utility lines (including electrical trans-
mission, gas lines, or telephone lines of the Town's Appointees) are
required by the Town or its Appointees, as the case may be.

The Town, its tenants, servants, workmen and agents shall have the
full and free right and liberty to have ingress and egress and to pass and
repass on the said lands either on foot or by means of vehicles or necessary
machinery whatsoever and to remain on the said lands for all purposes of
putting down, taking up, re-laying, connecting, disconnecting, repairing,
reconstructing, inspecting, maintaining and operating the said sewer, water
or other utility lines (including electrical transmission, gas lines, or
telephone lines of the Town's Appointees).

The Town will lay down, take up, re-lay, connect, disconnect, main-
tain and operate all such utility lines in a proper and workmanlike manner
and when any excavations or workings are made or undertaken in connection
therewith, the land used therefor, so far as is reasonably practicable,
will be restored to its former condition and the Town will do as little
injury as possible to the said lands. It is understood and agreed that
replacement of trees, shrubs and landscaping other than grass is not rea-
sonably practicable.

The Grantor covenants that it will not build or permit to be built
any building of any kind or permit any structure to be erected or plant
or allow to be planted any tree or shrub which will prevent or hinder the
exercise of the rights hereinbefore granted. Reasonable signs or advertising
devices are, however, permitted.

The easement herein and covenants herein contained are and shall be
covenants running with the land.

DATE Dec 27, 1962.
SURVEYOR TO THE L.T.O.
PER [Signature]

Oath Affidavit

I, **Hermann Fischer**
in the Province of **Alberta**

of **Strathmore, Alberta**

Make Oath and say:

(OCCUPATION) **Section Foreman**

1. THAT I am the TRANSFEROR (or duly appointed agent acting under power of attorney in my
favour dated the _____ day of _____ A.D. 19____ granted by the _____
named in the within (or annexed) instrument.

2. THAT I am (or my principal is) not married.

OR

THAT neither myself nor my spouse (or my principal nor his spouse) have resided on the within mentioned land at any time since our
(or their) marriage.

OR

THAT a judgment for damages was obtained against me by my spouse (or my principal by his spouse) and registered in the Land Title
Office as No. _____ dated the _____ day of _____ A.D. 19____

Subscribed before me at **Strathmore**
in the Province of **Alberta**

this **22** day of **October**

A.D. _____

Sec. 17, FOIP

Sec. 17, FOIP

A Commissioner for Oaths in and for the Province of Alberta

To Whom It May Concern:

Bylaw No. 24-07

RE: NOTICE OF PUBLIC HEARING – PROPOSED LAND USE BY-LAW AMENDMENT.
62 Lakeside Blvd., Strathmore.

Please be advised that the Town of Strathmore has received a Land Use By-law Amendment application on those lands described as Lot 19/20, Block 17, Plan 5894P known municipally as **62 Lakeside Blvd**, Strathmore.

The applicant is requesting a redesignation of the lands from 'R1 – Single Detached Residential District' to 'R2 – Low Density Residential District'. This change would permit the construction of semi-detached house and garage.

The statutory Public Hearing will be held online via ZOOM and in-person in Council Chambers, Strathmore Municipal Building, 1 Parklane Drive, Strathmore, Alberta on **June 05, 2024**, commencing at **6:00 p.m.** with procedures being in accordance with Section 199 of the *Municipal Government Act* and the Town's *Council Procedural By-law #23-17* and amendments thereto.

Any person or group of persons, or person acting on someone's behalf, who claims to be affected by any or all of the proposed by-law, may present their concerns and/or suggestions by making a submission at the public hearing. Please contact Legislative Services by email at lsadmin@strathmore.ca by no later than **12:00 p.m.** on **May 29, 2024**, in order to register to speak at the public hearing.

Any written submissions intended for the Public Hearing, or the name of any person wishing to make an oral presentation at the Public Hearing must be received by the Town's Development Services Office prior to **12:00 p.m.** on **May 29, 2024**, as outlined under Bylaw #23-17 and amendments thereto. If your written submission is not received by this time, kindly ensure that fifteen copies are provided and made available for distribution at the Public Hearing. Each person wishing to address Council at the Public Hearing shall complete their verbal presentation within three minutes. Please note that written submissions will become public documents once submitted to the Town, unless otherwise requested.



TOWN OF Strathmore

May 02 2024

A copy of proposed By-law #24-07 may be inspected by the public **Monday to Friday** during the regular office hours of **8:30 a.m. to 4:30 p.m.** at the Town's Municipal Building located at 1 Parklane Drive, Strathmore, Alberta, and can be also examined on the Council Meeting Agenda dated May 01, 2024, on the Town's website at <https://calendar.strathmore.ca/meetings>.

Please further note that you may choose to contact the Town's Legislative Services Office by telephone at (403) 934-3133 prior to attending the Public Hearing to better determine the order of business and presentations on the Council Agenda in order to efficiently utilize your time on the evening of the Public Hearing.

For your convenience, please also find attached a key map indicating the location of the subject lands and a site plan depicting the existing single-detached dwelling and parking areas that will be provided for the proposed Secondary Suite.

If you have any questions regarding the application, please contact the Town's Development Services Office using the contact information below or via email at kate.bakun@strathmore.ca.

Sincerely,



Kate Bakun
Planner I



 - Subject Parcel

Map of Adjacent Landowners



Public Hearings

[Home](#) / [Town Hall](#) / [Bylaws and Policies](#) / [Public Hearings](#)

Public Hearings

**Notice of Public Hearing:
June 5, 2024 @ 6:00pm**

Bylaw 24-07 Land Use Amendment - 62 Lakeside Blvd.

Staff received an application for a land use redesignation (Bylaw No. 24-07) of 62 Lakeside Blvd (Lot 19/20, Block 17, Plan 5894P).

The proposed redesignation aims to permit the construction of a semi-detached dwelling and garage for each unit on 62 Lakeside Boulevard in Strathmore.

Public Hearing Process

A copy of the proposed Bylaws may be inspected by the public during regular office hours, 8:30 am to 4:30 pm, Monday to Friday at the Town Office (1 Parklane Drive, Strathmore, AB), or can be found on the Town website [or can be found online here](#). Please contact the Town Office if you would like an opportunity to review and provide input on the proposed amendments prior to the Public Hearing.

The Public Hearing will be held via ZOOM **AND** in Council Chambers, Strathmore Municipal Building, 1 Parklane Drive, Strathmore Alberta on **Wednesday, June 5, 2024**, commencing at 6:00pm with procedures in accordance with the *Municipal Government Act*, Section 199 and the Town of Strathmore Council Procedural Bylaw #23-17 and amendments thereto. Any person or group of persons, or person acting on someone's behalf, who claims to be affected by any of the proposed bylaw may present suggestions or concerns by making a

submission to the public hearing. Please contact Please contact Legislative Services at **lsadmin@strathmore.ca** by 12:00 noon on **Wednesday, May 29, 2024**, in order to register to present.

Written submissions to the Public Hearing or the name of any person wishing to make an oral presentation at the Public Hearing must be received by the Planning and Development Department prior to 12:00 noon on **Wednesday, May 29, 2024** as outlined in Bylaw #23-17 and amendments thereto. If your written submission is not received by this time, please provide fifteen (15) copies for distribution at the Public Hearing. Each person wishing to address Council at the Public Hearing shall complete their verbal presentation within three minutes.

Please note that written submissions will become public documents once submitted to the Town, unless otherwise requested.

Please contact Legislative Services at (403) 934 3133 prior to attending a Public Hearing to determine the order of Bylaw presentations in the Council Agenda to ensure efficient use of your time.

Public Hearing Process:

A copy of the above proposed Bylaw(s) may be inspected by the public during regular office hours, 8:30 am to 4:30 pm, Monday to Friday at the Town Office (1 Parklane Drive, Strathmore, AB), or can be found on the Town website (<https://strathmore.ca/en/town-hall/public-hearings.aspx>). Please contact the Town Office if you would like an opportunity to review and provide input on the proposed amendments prior to the Public Hearing.

Public Hearings are held via ZOOM AND in Council Chambers, Strathmore Municipal Building, 1 Parklane Drive, Strathmore Alberta on the above noted dates, commencing at 6:00pm with procedures in accordance with the *Municipal Government Act*, Section 199 and the Town of Strathmore Council Procedural Bylaw #23-17 and amendments thereto. Any person or group of persons, or person acting on someone's behalf, who claims to be affected by any of the proposed bylaw may present suggestions or concerns by making a submission to the public hearing. Please contact Legislative Services at **lsadmin@strathmore.ca** by 12:00 noon on the date of the public hearing in order to register to present.

Written submissions to the Public Hearing or the name of any person wishing to make an oral presentation at the Public Hearing must be received by the Legislative Services prior to 12:00 noon on the date of the public hearing as outlined in Bylaw #23-17 and amendments thereto. If your written submission is not received by this

time, please provide fifteen (15) copies for distribution at the Public Hearing. Each person wishing to address Council at the Public Hearing shall complete their verbal presentation within three minutes.

Please note that written submissions will become public documents once submitted to the Town, unless otherwise requested.

Please contact Legislative Services at (403) 934 3133 prior to attending a Public Hearing to determine the order of Bylaw presentations in the Council Agenda to ensure efficient use of your time.

Interested in speaking at a Council Meeting?

Public are welcome to speak at Council or Committee of the Whole Meetings during the Public Comments or Public Hearing portion of the meeting.

Submit a "*Request to Speak at Council meeting Form*" at least 48 hours prior to the scheduled meeting. Request to Speak at Council forms can be submitted to lsadmin@strathmore.ca.

- [Click here for the Request to Speak at Council Meeting form.](#)
- [Wanting to speak on someones behalf? Download that form here.](#)

Interested in presenting at a Council Meeting?

If you are planning on attending a Regular Council Meeting as a delegation you need to submit a summary in writing briefing Council about what it is that you will be presenting. This must be submitted to Legislative Services at lsadmin@strathmore.ca by noon the Wednesday before a Regular Council Meeting with the exception of Christmas holidays in which case you must give yourself 2 weeks before the first meeting in January.

- [Click here for the Council Delegation Request form.](#)

Contact Us

Town of Strathmore
General Information
PO BOX 2280
1 Parklane Drive
Strathmore, AB, T1P 1K2
8:30am - 4:30pm
Phone: [\(403\) 934-3133](tel:(403)934-3133)

© 2021 Town of Strathmore, PO BOX 2280, 1 Parklane Drive, Strathmore, AB, T1P 1K2, Phone: (403) 934-3133 Fax: (403) 934-4713

By GHD Digital (<https://www.govstack.com/>).



Request for Decision

To: Town Council

Staff Contact: Kate Bakun, Planner

Date Prepared: May 21, 2024

Meeting Date: June 5, 2024

SUBJECT: Town of Strathmore Land Use Bylaw Amending Bylaw No. 24-14 Garden and Garage Suites First Reading

RECOMMENDATION: THAT Council give first reading to Bylaw No. 24-14, being a bylaw to amend Land Use Bylaw No. 14-11;

AND THAT Council direct Administration to schedule a Public Hearing for Bylaw No. 24-14 on July 3, 2024 at 6:00 p.m. in Council Chambers.

STRATEGIC PRIORITIES:



Affordable
Housing



Climate
Resiliency



Community
Development



Community
Wellness



Economic
Development



Financial
Sustainability

HOW THE STRATEGIC PRIORITIES ARE MET:

Development Services is proposing a Land Bylaw Amendment regarding garden and garage suites. Our goal is to implement clear and understandable regulations for these suites, which may help meet some of our Strategic Priorities.

SUSTAINABILITY

ECONOMIC SUSTAINABILITY:

By providing clear regulations for the construction and management of garden and garage suites, we can potentially offer new types of housing within our municipality.

SOCIAL SUSTAINABILITY:

By providing support for different kinds of homes, we can welcome people with various needs, and create a community where more people feel included.

ENVIRONMENTAL SUSTAINABILITY:

Rules for garden and garage suites help protect the environment by encouraging eco-friendly buildings and more efficient resource use.

IMPLICATIONS OF RECOMMENDATION:

GENERAL:

Administration has created a Land Use Bylaw (LUB) amendment for Council's consideration. A public hearing will be needed as part of that process.

ORGANIZATIONAL:

Council will need to amend the Land Use Bylaw to allow Garden and Garage Suites in Strathmore.

OPERATIONAL:

Kateryna Bakun (Planner) has been assigned to this project.

FINANCIAL:

There are no financial implications at this time, other than staff time needed to write this and future reports. However, if the LUB amendment is adopted, the Town would receive additional revenue from future development and building permit applications.

POLICY:

Administration has created a Land Use Bylaw (LUB) amendment for Council's consideration. The amendment proposes to add Garden and Garage Suites to Strathmore's LUB as a Discretionary Use in our low density districts.

Staff believe several policies of the Town's Municipal Development Plan (MDP) 2014 apply or could be interpreted to support the proposed amendments:

3.2.1 The Town of Strathmore shall ensure that all new development shall provide a wide range of housing type to meet varying housing needs based on income and lifestyle.

3.2.7 The Town supports a range of seniors housing, including but not limited to independent living, assisted living and extended care facilities, in the private, non-profit and government sectors where appropriate.

3.2.14 The Town supports the development of home businesses and home office establishments in residential districts as a secondary use to the dwelling unit where impacts to neighbours are minimal.

3.2.16 Secondary Suites are considered an appropriate method of providing additional, and affordable, housing in all residential districts if the additional parking requirements can be met and if the secondary suite meets all safety and building codes.

IMPLEMENTATION:

Administration has created a Land Use Bylaw (LUB) amendment for Council's consideration. As a part of the Land Use Bylaw amendment process, a public hearing must be scheduled.

BACKGROUND:

Topics regarding garden & garage suites were discussed with Council on the following dates:

- October 12, 2022 Committee of the Whole (a survey was posted on the Town's website and results were presented to Council).
- February 14, 2024 Committee of the Whole (Staff presented some examples of garden and garage suites to Council)
- May 8, 2024 Committee of the Whole (draft LUB regulations were prepared in the agenda package for Council)

Currently, Strathmore's Land Use Bylaw (LUB) regulates only existing garden suites under Section 3.25 – Garden Suites. There is a block of existing garden suites in Strathmore Lakes, but it's currently not possible to apply for a new garden or garage suite development permit in Town without a site-specific LUB amendment first. We have not received any site-specific LUB amendments for garden or garage suites in over 10 years. However, staff are exploring the process to make it easier for residents to apply for garden and garage suites.

Adding regulations for garden and garage suites to the LUB is not without risk, and some of the survey responses from 2022 were negative. Administration has received appeals in the past regarding secondary suites (secondary suites are a dwelling unit typically developed in a basement of an existing residence) over privacy, parking, and other related concerns. Similarities can exist between secondary suites, garden suites, and garage suites. Administration is intending to make garden and garage suites a "Discretionary Use", meaning the option for appeal is open for people who do have planning and engineering related concerns. The draft regulations are in alignment with similar communities in Alberta.

Staff are proposing two definitions be added to the LUB:

- **Garage Suite** means a second Accessory Dwelling Unit on a parcel located above or adjacent to a garage structure, it serves as a separate living space from the Principal Building.

- Garden Suite: means a second Accessory Dwelling Unit on a parcel, to be used as a separate accommodation that is accessory to the Principal Building and may be a standalone unit.

Some municipalities combine garden or garage suites into a single definition, but Administration recommends distinguishing between the two. The main difference between the two lies in the location. For garden suites, the location is in the rear yard, and, for garage suites, they can be situated in both the rear and front yard. Garden suites must be separated from the principal building for privacy purposes, whereas garage suites do not have to be separated. Garden suites should have an internal passageway with a minimum width to facilitate barrier-free access, while garage suites should be above or attached to the garage.

Staff are also proposing a handful of draft regulations for the suites, which can be summarized as follows:

Adding "Garden Suite" and "Garage Suite" to the Land Use Bylaw as a Discretionary Use in the following land use districts:

- R1, R1N, R1S, R2, R2X, CR.

Regulations for the lot:

- Location (only for Garden Suites).
- Minimum area of the land lot (not all lots in Town will be eligible).
- Minimum width of the land lot.
- Access to the Suite.
- Minimum distance from the Principal building (only for Garden Suites).
- Additional parking stall.
- Landscaping.

Regulations for the Building:

- Maximum height.
- Architectural style.

Adding options for garden and garage suites in our community, although not a silver bullet solution, may help with the current housing crisis and may help with Council's and Administration's strategic goals and priorities. Not all lots in Town will be eligible for a new suite, but Staff view receiving a few applications over the next couple years a success, if there is support for the bylaw amendment.

KEY ISSUE(S)/CONCEPT(S):

The provision of a wider range and supply of more housing options for families, seniors, and individuals with special needs is an identified key issue for many municipalities in Alberta.

Making it easier for individual property owners to apply for garden and garage suites may help provide a different form of housing in Strathmore.

DESIRED OUTCOMES:

That Council give First Reading to Bylaw No. 24-14 and schedule a public hearing for Bylaw No. 24-14.

COMMUNICATIONS:

Staff will advertise the public hearing in accordance with the Municipal Government Act by including notices in the Strathmore Times, on the Town's social media pages, publishing notice on the Town's website, and by sending notice by regular mail to adjacent landowners.

ALTERNATIVE ACTIONS/MOTIONS:

Council can choose not to pursue an amendment to the Land Use Bylaw at this time. Proposed LUB amendment No. 24-14 has been prepared by Staff and is not an application from a developer or builder.

ATTACHMENTS:

[Attachment I: Garage and Garden Suites Presentation for First Reading](#)

[Attachment II: LUB Amending Bylaw No. 24-14](#)

Chuck Procter, Manager of Development Services

Approved
- 24 May
2024

Jamie Dugdale, Director of Infrastructure, Operations, and Development Services

Approved
- 27 May
2024

Veronica Anderson, Legislative Services Officer

Approved
- 28 May
2024

Johnathan Strathdee, Manager of Legislative Services

Approved
- 30 May
2024

Kevin Scoble, Chief Administrative Officer

Approved
- 30 May
2024

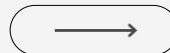
PROPOSED GARDEN & GARAGE SUITES REGULATIONS
Development Services

DATE
06/05/2024



Strathmore

GARDEN & GARAGE SUITES



TOWN OF STRATHMORE
Development Services

PRESENTED BY
Kate Bakun

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EXAMPLES

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EXAMPLES

Definition of the Garage Suite and practical examples

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MAP WITH POTENTIAL GARDEN SUITES

Potential land parcels where Garden Suites could be developed.

04

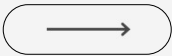
GARDEN SUITES

Key requirements for Garden Suites.

05

GARAGE SUITES

Key requirements for Garage Suites.



PROPOSED GARDEN & GARAGE Suites Regulations
Development Services

01



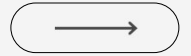
Garden suites are typically detached structures located in the backyard of a property. They are self-contained units designed for living and can be used for rental purposes.

These units are becoming more popular in cities with housing shortages as a way to increase housing density.

Garden Suite a second Accessory Dwelling Unit on a parcel, to be used as a separate accommodation that is accessory to the Principal Building and may be a standalone unit.



Garage suite means a second Accessory Dwelling Unit on a parcel located above or adjacent to a Garage structure, it serves as a separate living space from the Principal Building.




It is often constructed as an extension or separate structure, adjacent to or above a garage. Garage suites have become increasingly popular in recent years as a way to maximize the use of space on a property and provide additional housing options.

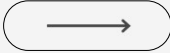


MAP WITH POTENTIAL GARDEN SUITES

03



 - Parcels with potential garden suites



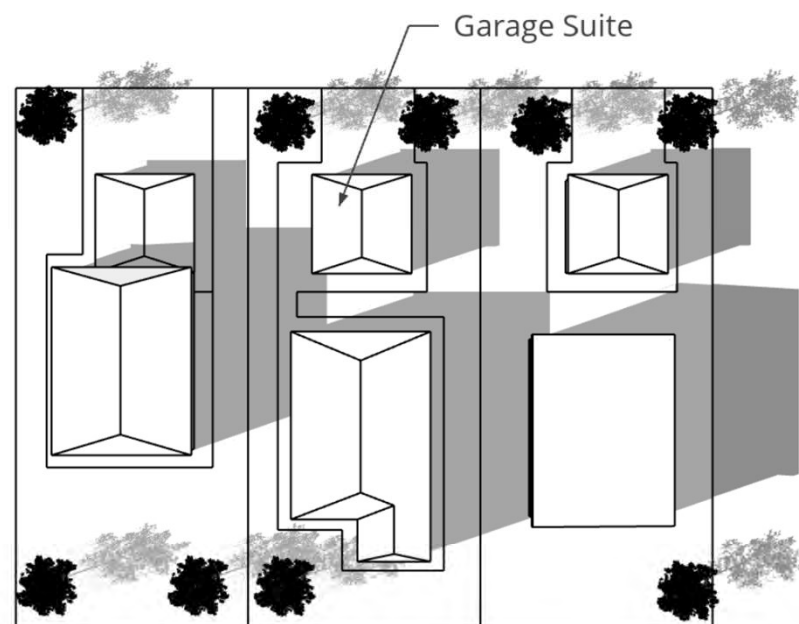
04

GARAGE SUITES

Garage Suite as a **Discretionary Use** could be constructed in **R1, R1N, R1S, R2, R2X, CR Districts**.

Requirements:

- A Garage Suite requires a **Development Permit and Building Permit**.
- The land lot should be more than **400 m²** in lot area.
- The lot should have an average Site Width of more than **10 m**.
- A Garage Suite shall **not exceed the Height** of the Principal Building on the same lot.
- Internal pathways should have a minimum width of **1.2 m** to facilitate barrier-free access.
- A Garage Suite shall provide a minimum of **one additional on-site parking stall**.
- Minimum Yard Setbacks:
 - a. Rear Yard - No Laneway Access: 1.5 m.
 - b. Rear Yard - With Laneway Access: 2 m.
 - c. Side Yard: 1.5 m.



DEVELOPMENT SERVICES

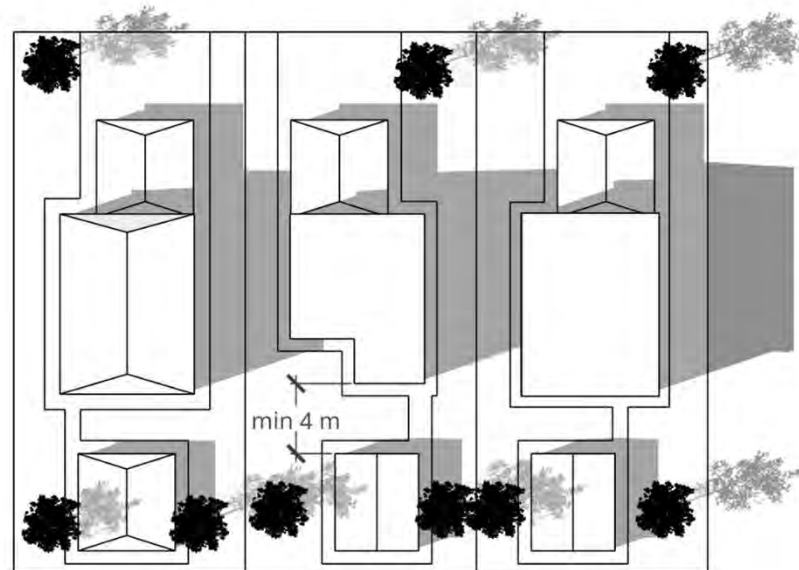


05

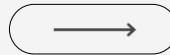
GARDEN SUITES

Garden Suite as a Discretionary Use could be constructed in R1, R1N, R1S, R2, R2X, CR Districts.

- A Garden Suite requires a **Development Permit and Building Permit**.
- The land lot should be more than **400 m²** in lot area.
- The land lot should have an average Site Width of more than **10 m**.
- A Garden Suite shall be located only in a **Rear Yard**.
- A Garden Suite shall **not exceed the Height** of the Principal Building on the same lot.
- Any Garden Suite shall be separated from the Principal Building by a minimum of **4 m** and a minimum of **1.5 m** from all other Accessory Buildings.
- Internal pathways should have a minimum width of **1.2 m** to facilitate barrier-free access.
- A Garden Suite shall provide a minimum of **one additional on-site parking stall**.
- Minimum Yard Setbacks – Garden Suite:
 - a. Rear Yard - No Laneway Access – 1.5 m.
 - b. Rear Yard - With Laneway Access – 2 m.
 - c. Side Yard – 1.5 m.



DEVELOPMENT SERVICES





Strathmore

THANK YOU!



**BYLAW NO. 24-14
OF THE TOWN OF STRATHMORE
IN THE PROVINCE OF ALBERTA**

**BYLAW NO. 24-14
OF THE TOWN OF STRATHMORE
IN THE PROVINCE OF ALBERTA**

BEING A BYLAW OF THE TOWN OF STRATHMORE IN THE PROVINCE OF ALBERTA TO AMEND THE LAND USE BYLAW NO. 14-11.

WHEREAS the *Municipal Government Act*, being *Chapter M-26*, of the *Revised Statutes of Alberta 2000* and amendments thereto provides authority for the Town to regulate such matters; and,

NOW THEREFORE BE IT RESOLVED THAT the Municipal Council of the Town of Strathmore, in the Province of Alberta duly assembled **HEREBY ENACTS AS FOLLOWS:**

1. Bylaw No. 14-11 is amended by:
 - 1.1. “Amending “Section 3 - General Provisions – All Zones: 3.25 - Garden Suites” to read “Section 3 – General Provisions – All Zones 3.25 Garden and Garage Suites”.”;
 - 1.2 Deleting "78. Garden Suite" from Section 2 Definitions.
 - 1.3 Adding the following Definition to Section 2 - Definitions:

“78. Garage Suite means a second Accessory Dwelling Unit on a parcel located above or adjacent to a Garage structure, it serves as a separate living space from the Principal Building”

And

“78. A. Garden Suite means a second Accessory Dwelling Unit on a parcel, to be used as a separate accommodation that is accessory to the Principal Building and may be a standalone unit.”;

And

“2. A. Accessory Dwelling Unit is a Secondary Residential Unit located on the same lot as a Principal Building. Accessory Dwelling Units are self-contained living spaces that include their own kitchen, bathroom, and sleeping areas.”.
 - 1.4. Amending Section 3.9 - Off-Street Parking, Loading, and Vehicle Stacking by adding the following to Table 3.9A – Parking Requirements:

Use Class	Minimum Required Parking
Garden or Garage Suite	A minimum of one (1) on-site parking stalls shall be provided for a Garden or Garage Suite in addition to the required parking stalls for the Principal Building



1.5. By entirely deleting and replacing Section 3.25 - Garden and Garage Suites with the following:

” 1. Garage Suites:

- a. A Garage Suite requires a Development Permit and Building Permit.
- b. Only one Garage or Garden Suite shall be allowed per lot.
- c. A Garage Suite may be detached from the Principal Building.
- d. The subdivision and strata-titled of a Garage Suite is prohibited.
- e. A Garage Suite is only allowed in conjunction with a one single or semi-detached dwelling.
- f. A Principal Building should be constructed prior Garage suite.
- g. A Garage Suite shall not be constructed on any site less than 400 m² in area.
- h. A Garage Suite shall not be constructed on a lot having an average Site Width of less than 10 m.
- i. A Garage Suite shall not exceed the Height of the Principal Building on the same site.
- j. A Garage Suite shall have a residential character and shall be finished in a manner compatible with the character and appearance of the Principal Building. The appearance and quality of the finishing materials of the Garage Suite shall reflect the fact that it is a residential Accessory Dwelling Unit.
- k. On a lot where a Garage Suite is to be located, only one servicing connection per utility will be permitted. The Utilities must be first connected to the Principal Building and then fed to the Garage Suite.
- l. Any Garage Suite shall be separated a minimum of 1.5 meters from all other Accessory Buildings.
- m. Internal pathways should facilitate barrier-free access and should integrate seamlessly with the adjacent sidewalk, on-site surface parking areas, main and secondary dwelling entrances, garage entrances, porches, decks, and other access points between Principal Building and Garage Suite.
- n. A Garage Suite shall comply with the National Building Code Alberta Edition and Alberta Fire Codes and all other applicable provincial and municipal regulations.
- o. A Garage Suite application for Development Permit must demonstrate how it:
 - a) Retains the privacy of adjacent Principal Buildings (e.g. window placement, landscaping, outdoor amenity space).
 - b) Considers the shadow the Accessory Dwelling Unit will cast and mitigate any negative effects.
 - c) Fits with the character of the neighborhood (e.g. facade, roof, design of building, height, massing, placement on the lot).
 - d) Retains existing landscaping or provides new landscaping.
 - e) Provides year-round access through a hard surfaced pathway or driveway.
- p. A Garage Suite shall provide a minimum of one additional on-site parking stall, as required under Table 3.9A - Parking Requirements.
- q. The entrance to a Garage Suite that is attached to or developed above a garage shall be separate from the entrance to the Garage portion of the structure either by a common indoor landing or directly from the exterior of the structure.

- r. A Home Occupation within a Garage Suite will be reviewed at the Development Permit stage on a case-by-case basis to ensure that their potential impact to the neighborhood including noise and traffic generated by the Home Occupation is minimized and mitigated where determined to be necessary.
- s. Minimum Yard Setbacks – Garage Suite
 - a) Rear Yard (no laneway access) – 1.5m
 - b) Rear Yard (with laneway access) – 2m*
 - c) Side Yard (internal lots) – 1.5m
 - d) Side Yard (corner lots) – 3.0m

* If the Garage Suite is an addition to an existing Garage that does not meet the 2 m setback, the second storey shall be designed in such a manner to reduce the appearance of Height, such as lowering the Height of the primary façade or stepping the roofline.

2. Garden Suites:

- a. A Garden Suite requires a Development Permit and Building Permit.
- b. Only one Garden or Garage Suite shall be allowed per lot.
- c. The subdivision and strata-titling of a Garden Suite is prohibited.
- d. A Garden Suite is only allowed in conjunction with a one single-detached house or one semi-detached house.
- e. A Principal Building should be constructed prior Garden Suite.
- f. A Garden Suite shall not be constructed on any site less than 400 m² in lot area.
- g. A Garden Suite shall not be constructed on a lot having an average Site Width of less than 10 m.
- h. A Garden Suite shall be located only in a Rear Yard.
- i. A Garden Suite shall not be constructed within the Front Yard of the Principal Building.
- j. A Garden Suite shall not exceed the Height of the Principal Building on the same lot.
- k. A Garden Suite shall have a residential character and shall be finished in a manner compatible with the character and appearance of the Principal Building. The appearance and quality of the finishing materials of the Garden Suite shall reflect the fact that it is a residential Accessory Dwelling Unit.
- l. On a lot where a Garden Suite is to be located, only one servicing connection per utility will be permitted. The Utilities must be first connected to the Principal Building and then fed to the Garden Suite.
- m. A Garden Suite shall be separated from the Principal Building by a minimum of 5 m and a minimum of 1.5 m from all other Accessory Buildings.
- n. Internal pathways should facilitate barrier-free access and should integrate seamlessly with the adjacent sidewalk, on-site surface parking areas, main and secondary dwelling entrances, garage entrances, porches, decks, and other access points between a Principal Building and Garden Suite.
- o. A Garden Suite shall comply with the National Building Code Alberta Edition and Alberta Fire Codes, and all other applicable provincial and municipal regulations.
- p. A Garden Suite application for Development Permit must demonstrate how it:

- a) Retains the privacy of adjacent Principal Buildings (e.g. window placement, landscaping, outdoor amenity space).
- b) Considers the shadow that the Garden Suite will cast and mitigates any negative effects.
- c) Fits within the existing character of the neighborhood (e.g. façade, roof, design of building, height, massing, placement on the lot).
- d) Retains existing landscaping or provides new landscaping.
- e) Provides year-round access through a hard surfaced pathway or driveway.
- q. A Garden Suite shall provide a minimum of one additional on-site parking stall, as required under Table 3.9A - Parking Requirements.
- r. A Home Occupation within a Garden Suite will be reviewed at the Development Permit stage on a case-by-case basis to ensure that their potential impact to the neighborhood including noise and traffic generated by the Home Occupation is minimized and mitigated where determined to be necessary.
- s. Minimum Yard Setbacks – Garden Suite
 - a) Rear yard (no laneway access) – 1.5m
 - b) Rear yard (with laneway access) – 2m
 - c) Side yard (internal lots) – 1.5m
 - d) Side Yard (corner lots) – 3.0m"

Garden Suite subsection under land use districts under “other site requirements”.”;

1.6. Section 4 Land Use District Provisions

Adding “Garage Suite” as a Discretionary Use in the following Land Use Districts:

- 4.1. R1– Single Detached Residential District;
- 4.2. R1N – Single Detached (Narrow Lot) District;
- 4.3. R1S – Single Detached Residential (Small Lot) District;
- 4.4. R2 – Low Density Residential District;
- 4.5. R2X – Medium Density Attached Housing District;
- 4.9. CR – Country Residential District.

1.7. Section 4 Land Use District Provisions

Adding “Garden Suite” as a Discretionary Use in the following Land Use Districts:

- 4.1. R1– Single Detached Residential District;
- 4.2. R1N – Single Detached (Narrow Lot) District R1S;
- 4.3. R1S – Single Detached Residential (Small Lot) District;
- 4.4. R2 – Low Density Residential District;

4.5. R2X – Medium Density Attached Housing District;

4.9. CR – Country Residential District.”

READ A FIRST TIME this _____ day of _____, 2024

PUBLIC HEARING HELD this _____ day of _____, 2024

READ A SECOND TIME this _____ day of _____, 2024

READ A THIRD AND FINAL TIME this _____ day of _____, 2024

MAYOR

CHIEF ADMINISTRATIVE OFFICER



Request for Decision

To: Council

Staff Contact: Mark Pretzlaff, Director of Community and Protective Services

Date Prepared: April 15, 2024

Meeting Date: June 5, 2024

SUBJECT: Urban Hen Bylaw 24-11

RECOMMENDATION: THAT Council give First Reading to Bylaw No. 24-11, being the Urban Hen Bylaw.

THAT Council give Second Reading to Bylaw No. 24-11, being the Urban Hen Bylaw.

THAT Council give Unanimous Consent to proceed with Third and Final Reading to Bylaw No. 24-11, being the Urban Hen Bylaw.

THAT Council give Third and Final Reading to Bylaw No. 24-11, being the Urban Hen Bylaw.

STRATEGIC PRIORITIES:



Affordable
Housing



Climate
Resiliency



Community
Development



Community
Wellness



Economic
Development



Financial
Sustainability

HOW THE STRATEGIC PRIORITIES ARE MET:

As part of its Strategic Plan, Council has prioritized the maintenance, protection, and improvement of Community Wellness services that support optimum lifestyles for residents of Strathmore.

The Urban Hen bylaw introduced urban agriculture to the residents of the Town of Strathmore, enabling residents to raise food for their families while ensuring adequate regulations are in place to meet the basic needs of the hens while protecting them from predators and disease.

SUSTAINABILITY

ECONOMIC SUSTAINABILITY:

N/A

SOCIAL SUSTAINABILITY:

N/A

ENVIRONMENTAL SUSTAINABILITY:

N/A

IMPLICATIONS OF RECOMMENDATION:

GENERAL:

This program has been operating for two years with limited impact on residents and minimal impact on Administration.

ORGANIZATIONAL:

None as this program has been operating for two years with minimal impact for Administration.

OPERATIONAL:

N/A

FINANCIAL:

Currently, there is limited impact with only five (5) hen licenses; however, this revenue could increase if the program transitions out of the pilot project phase.

POLICY:

The existing bylaw was established as a two year pilot project. Administration has since identified some enforcement mechanisms and general penalties that would aid with the management of this bylaw.

For this reason, Administration would recommend some changes to the existing bylaw (e.g. penalty for unlicensed hens).

IMPLEMENTATION:

With Council's approval of the revised bylaw, the Town's website will be updated to include the revised bylaw and communications will be developed to ensure the public is aware that the program is continuing.

BACKGROUND:

In May 2022, Council approved the Urban Hen bylaw (22-08) which introduced, regulated and controlled the keeping of hens as urban agriculture within the Town of Strathmore.

As part of the development of this bylaw, Administration compared similar bylaws from other municipalities such as Innisfail, Lacombe, Vancouver, Wood Buffalo, and St. Albert.

Since its inception, Administration has issued five (5) hen licenses with several additional inquiries in 2023 and responded to three (3) potential bylaw infractions.

- Chicken coop attached to fence
- Exceeding maximum number of hens allowed
- Loose hen

Each of these infractions were investigated and compliance was gained through education. Lastly, there have been no appeals.

KEY ISSUE(S)/CONCEPT(S):

The existing bylaw was established as a two-year pilot project and before it goes into full effect, Administration has identified some enforcement mechanisms and general penalties that should be added to the bylaw to ensure better regulation.

Changes to the bylaw consisted of updating the section numbers on the penalties chart and adding text and penalty for "unlicensed hen".

DESIRED OUTCOMES:

The desired outcome is for Council to approve the revised bylaw, as presented.

COMMUNICATIONS:

With Council's approval of the revised bylaw, the Town's website will be updated to include the revised bylaw as well as key messaging to ensure the public is aware that the program is continuing.

ALTERNATIVE ACTIONS/MOTIONS:

1. Council may make a motion to amend the Bylaw.
2. Council may defer discussion on the Bylaw to a future Committee of the Whole Meeting

ATTACHMENTS:

[Attachment I: Urban Hen Bylaw No. 24-11](#)

[Attachment II: 22-08 - Urban Hen Bylaw \(ID 64841\)](#)

Claudette Thorhaug, Legislative Services Officer

Approved
- 09 May
2024

Johnathan Strathdee, Manager of Legislative Services

Approved
- 09 May
2024

Kevin Scoble, Chief Administrative Officer

Approved
- 10 May
2024

BYLAW NO. 24-11
THE TOWN OF STRATHMORE
IN THE PROVINCE OF ALBERTA

A BYLAW OF THE TOWN OF STRATHMORE IN THE PROVINCE OF ALBERTA TO
REGULATE THE KEEPING OF CHICKENS IN AN URBAN AREA.

WHEREAS pursuant to Section 7 of the *Municipal Government Act* the council of a municipality may pass bylaws for municipal purposes respecting: the safety, health and welfare of people and the protection of people and property; wild and domestic animals and activities in relation to them; and the enforcement of bylaws;

AND WHEREAS pursuant to Section 8 of the *Municipal Government Act*, the council of a municipality may, in a bylaw, regulate or prohibit and to provide for a system of licenses, permits and approvals.

NOW THEREFORE, the Council of the Town of Strathmore, in the Province of Alberta, hereby enacts as follows:

1. SHORT TITLE

1.1 This Bylaw may be cited as the "Urban Hen Bylaw"

2. PURPOSE

2.1 The purpose of this bylaw is to regulate and control the keeping of hens as urban agriculture within the Town of Strathmore.

3. DEFINITIONS

3.1 In this Bylaw, unless the context otherwise requires:

- a) "Act" means the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26 and amendments thereto;
- b) "Adjoining Neighbour" means an owner or occupant of a property that is contiguous to a Subject Property along a common property line. If the Subject Property is located on a corner lot, an Adjoining Neighbour includes an owner or occupant of property that is adjacent to the Subject Property across a rear lane, but not across a street;
- c) "Animal Health Act" means Statutes of Alberta 2007, Chapter A-40.2;

- d) "Chief Administrative Officer" means the person holding the office of Chief Administrative Officer of the Town of Strathmore;
- e) "Coop" means a fully enclosed weather proof structure with an attached outdoor enclosure having a bare earth or vegetated floor for urban hens to roam not exceeding 10 meters square in a floor area and no more than 2 meters in height;
- f) "Coop Run" means a securely enclosed structure intended for the keeping of Hens;
- g) "Council" means the Council of the Town of Strathmore;
- h) "Hen" means a domesticated female chicken that is at least four (4) months old;
- i) "Hen Keeper" means a person having any right of custody, control or possession of a Hen;
- j) "Hen License" means a license issued under this bylaw that authorizes the keeping of hens on a specific property within an Urban area within the Town;
- k) "Licensing Authority" means the Chief Administrative Officer or a person appointed by the Chief Administrative Officer to issue Hen Licenses;
- l) "Nest box" means a box within a Coop for the nesting of Hens;
- m) "Peace Officer" means a police officer or member of a police service under the *Police Act*, R.S.A. 2000, c. P-17, or a Peace Officer appointed pursuant to the *Peace Officer Act*, S.A. 2006, c. P-3.5; or a person appointed as a bylaw enforcement officer pursuant to the *Municipal Government Act*, R.S.A. 2000, c. M-26;
- n) "Premises Identification (PID) Number" means a nine-character combination of numbers and letters issued by the Province of Alberta pursuant to the provisions of the *Animal Health Act* to owners of livestock;
- o) "Rooster" means a domesticated male chicken;
- p) "Sell" means to exchange or deliver for money or its equivalent;
- q) "Subject Property" means a lot or parcel of land in respect of which a Hen License is sought or has been issued;

- r) "Temporary Caregiver" means a person who has been authorized by the Hen Keeper to provide care to their Hens in the event the Hen Keeper is temporarily unable to do so;
- s) "Town" means the Town of Strathmore, a municipal corporation in the Province of Alberta, and where the context so requires, means the area of land within the corporate boundaries thereof;
- t) "Urban Area" means lands located within the Town on which agricultural operations, including but not limited to the keeping of livestock are neither a permitted or discretionary use under the Bylaws of the Town;
- u) "Urban Hen" means a hen that is at least 16 weeks of age.
- v) "Violation Tag" means a notice that alleges a bylaw offence and provides a person the opportunity to pay an amount to the Town in lieu of prosecution for the offence; and
- w) "Violation Ticket" means a violation ticket as defined in the *Provincial Procedures Act*, R.S.A. 2000, c. P-34.

4. PROHIBITIONS

4.1 In an Urban Area, no person shall:

- a) Keep a Rooster; or
- b) Keep a Hen, other than an Urban Hen for which a valid Hen License has been issued.

5. URBAN HEN LICENSE

5.1 A person may apply to keep a minimum of two (2) and a maximum of four (4) urban hens by:

- a) Submitting a completed Hen License application, in the form prescribed by the Licensing Authority Officer, including;
- b) Paying a Hen License fee prescribed in Schedule A to this bylaw which is due and payable at the time of the application, prior to approval and annually thereafter;
- c) Any other information reasonably required by the Licensing Authority, including but not limited to:
 - i. The name, address and contact information of the person who will be the Hen Keeper and of any person who may act as a Temporary Caregiver;

-
- ii. A copy of a Certificate of Title for the Subject Property issued by the Land Titles;
 - iii. Written permission to keep hens on the Subject Property, from the registered owner of the Subject Property as shown on the Certificate of Title, if the Hen Keeper is not the registered owner.
 - d) A site plan including a drawing that shows the location of the Coop and Coop Run dimensions and associated setbacks from the Coop and Coop Run to the side and rear property lines
 - e) Evidence that the proposed Hen Keeper has experience or training from a source approved by administration.
 - f) A copy of the Premises Identification (PID) Number applicable to Subject Property.
- 5.2 At the time of application for a Hen License, the applicant must demonstrate to the satisfaction of the Licensing Authority that all Adjoining Neighbours have been notified of the intent to apply for a Hen License on the Subject Property. Neighbour notification letter is attached as Schedule "C" in this Bylaw. If an adjoining property of the Subject Property is undeveloped or developed but otherwise vacant, the applicant is not required to notify that adjoining property.
- 5.3 A Hen License does not take effect until:
- a) The Licensing Authority is satisfied all provisions in Section 6.1 and 6.2 have been met; and
 - b) The appeal period referenced in Section 7.2 has expired, if no appeal was received during the appeal period; or
 - c) The Appeal Committee has made a decision on any appeal and that decision upholds the issuance of the Hen License, with or without conditions.
- 5.4 A Hen License is valid only for the period of January 1 to December 31 in the year for which the license is issued.
- 5.5 Hen License fees shall not be reduced or prorated no matter the month of purchase or total number of urban hens.
- 5.6 A Hen License is not transferable from one person to another or from one property to another.
- 5.7 A person to whom a Hen License has been issued shall produce the license at the demand of the Licensing Authority or a Peace Officer.
- 5.8 The Licensing Authority may refuse to grant or renew a Hen License for the following reasons:
- a) The applicant or license holder does not meet or has ceased to meet

the requirements of this bylaw;

- b) The applicant or license holder:
 - i. Provides false information or misrepresents any fact or circumstances to the Licensing Authority or Peace Officer;
 - ii. Fails to pay any fee required by this Bylaw or any applicable Bylaw;
 - iii. Fails to pay a fine imposed by a court for a contravention of this Bylaw or any other applicable Bylaw related to the keeping of Urban Hens;
 - iv. An applicant for or holder of a Hen License has been convicted of any offence involving abuse, mistreatment or negligent treatment or keeping of animals;
 - v. An applicant has previously been the holder of a Hen License that was revoked for non-compliance with this bylaw, or in respect of which an order has been made under section 645 of the *Municipal Government Act*;
 - vi. Has not complied with all other Provincial and Federal regulations for the keeping of livestock; or
- c) In the opinion of the Licensing Authority based on reasonable grounds it is in the public interest to do so.

6. APPEAL

6.1 An appeal lies from a decision of the Licensing Authority to:

- a) Issue a Hen License, if the appellant is an Adjoining Neighbour;
- b) Impose conditions on a Hen License, if the appellant is the person who applied for the Hen License or is an Adjoining Neighbour;
- c) Refuse a Hen License, if the appellant is the person who applied for the Hen License; or
- d) Revoke a Hen License, if the appellant is the holder of the Hen License that was revoked.

6.2 An appeal under section 7.1 must be in writing, addressed to the Chief Administrative Officer, and must be received not later than fourteen (14) days after the decision appealed from is issued.

6.3 An Adjoining Neighbour may appeal under clause 7.1 (a) or 7.1 (b) of this bylaw only if the grounds of appeal are:

- a) That the keeping of hens on the Subject Property is likely to have a materially adverse effect on the health of the Adjoining Neighbour or of a person living in the premises of the Adjoining Neighbour.

-
- b) A reason or factor listed in clauses 6.8 (a), 6.8 (b) (i),(ii),(iv) or (v) of this bylaw.
- 6.4 As soon as reasonably practicable and in any event not more than 14 days after receiving a notice of appeal the Chief Administrative Officer must appoint an Appeal Committee for the purpose of hearing the appeal, and apart from appointing the Appeal Committee and providing it with administrative support the Chief Administrative Officer shall not be involved in the appeal process.
- 6.5 The Appeal Committee shall consist of 3 members none of whom is an employee or Council Member of the Town and that Administration may appoint members as deemed appropriate. In the case of an appeal from an adjoining member alleging the likelihood of a material adverse health effect, the Chief Administrative Officer must also make reasonable efforts to appoint the appeal committee a licensed and practicing veterinarian and a licensed and practicing physician.
- 6.6 The Appeal Committee shall schedule the hearing of the appeal within 30 days after notice of appeal.
- 6.7 Subject to the requirements of this bylaw the Appeal Committee members shall from among themselves choose a Chair and may establish a procedure consistent with principles of natural justice for the hearing of the appeal.
- 6.8 The Appeal Committee shall provide its decision in writing, with reasons, within 7 business days of the hearing of the appeal. The Appeal Committee may:
- a) Uphold the decision of the Licensing Authority;
 - b) Vary the decision of the Licensing Authority, including imposing conditions on a Hen License that differ from any conditions imposed by the Licensing Authority; or
 - c) Overturn the decision of the Licensing Authority.
- 6.9 The decision of the Appeal Committee is final and binding and is not subject to appeal to a Court.
7. RESPONSIBILITIES OF A HEN KEEPER
- 7.1 A Hen Keeper must:
- a) Obtain a Premises Identification (PID) under the Premises Identification Regulation in the *Animal Health Act* and submit a copy to the Town.

- b) Follow biosecurity procedures recommended by the Canadian Food Inspection Agency to reduce potential for disease outbreak.
- c) The term "Hen License" refers to an Owner's licensed hen, used under this bylaw that authorizes the keeping of hens on a specific property within an Urban area within the Town.

7.2 Hen Keepers, owners of a Subject Property, and Temporary Caregivers must:

- a) Provide each urban hen with food, unfrozen water, shelter, adequate light, ventilation, warmth, veterinary care, and opportunities for essential behaviors such as scratching, dustbathing, roosting, pecking and socializing with their own kind;
- b) Keep each Hen in a secured area at all times;
- c) Keep the Coop secured from sunset on any given day to sunrise the following day;
- d) Provide warmth to the Hens through heat lamps, wall insulation, poly-sheeting, seedling heat mat, or other means;
- e) Construct and maintain the Coop to prevent a rodent from harboring underneath or within it or within its walls, and to prevent access to the coop by any other animal;
- f) Ensure that Hens are kept in the Coop with all opening, such as doors and windows, secured in such a manner that will not allow predators to enter;
- g) Maintain the Coop in good repair and sanitary conditions, and free from vermin and noxious or offensive smells and substances;
- h) Store feed in a fully enclosed, non-penetrable container;
- i) Keep food and water containers in the Coop;
- j) Remove leftover feed, trash and manure in a timely manner;
- k) Store manure within a fully enclosed container, and store no more than three (3) cubic feet of manure at any time;
- l) Remove all other manure not used for composting or fertilizing and dispose of such in accordance with Town Bylaws;
- m) Place all urban hen related waste in a compostable bag and not loose in the organic carts;
- n) Place all urban hen related waste in a secure location on site until collection day;

- o) Ensure Hens are slaughtered or euthanized at an appropriate location or facility, not on the Subject Property;
- p) Dispose of the carcass of a Hen deceased by natural causes, by double bagging and bringing it to a veterinarian, farm, abattoir, or other operation that is lawfully permitted to dispose of Hens;
- q) Take Hens to a veterinarian, farm, abattoir, or other operation if Hens are no longer wanted;
- r) Keep Hens in a cage only when actively transporting the Hen; and
- s) Keep Hens for personal use only, and not sell eggs, manure, meat, or any other products derived from Hens.

8. COOP REQUIREMENTS

8.1 A Hen Keeper must:

- a) Provide each Hen with at least 0.37 square meters of interior floor area, and at least 0.92 square meters of Coop Run outdoor area, within the Coop;
- b) Provide a minimum of one (1) Nest box for every three (3) Hens; and
- c) Ensure the Coop meets the requirements in the Land Use Bylaw regarding an accessory building.

8.2 Coops must meet the setbacks in the Land Use Bylaw and an accessory building can not block side yard access.

8.3 Coops cannot be located in a Utility Right of Way or an Overland Drainage Right of Way.

8.4 Only one (1) Coop per property shall be permitted.

8.5 The maximum lot coverage of all structures on a property, including a Coop, must comply with the Land Use Bylaw.

8.6 The Licensing Authority and Development Authority has the authority to impose additional site-specific conditions.

9. GENERAL REGULATIONS FOR HEN KEEPERS

9.1 Hen keeping is permitted under and in accordance with this bylaw.

- 9.2 This bylaw applies to the activity of Hen keeping for personal use only. The commercial sale of Hens or Hen products is not permitted.
- 9.3 This Bylaw enables the keeping of Hens within the confines of a fenced property and does not permit Hens to be sheltered within a residential dwelling unit.
- 9.4 Each Hen must be a minimum of 4 months (16 weeks) old when acquired for keeping under a Hen License.
- 9.5 This bylaw does not exempt a person from complying with any Federal or Provincial law or regulation, other Town bylaw, or any requirement of any lawful permit, order, or license.

10. ENFORCEMENT

- 10.1 The Licensing Authority or a Peace Officer has the right to access any Subject Property to inspect for compliance with this bylaw.
- 10.2 Where a Peace Officer has reasonable grounds to believe that a Hen Keeper has contravened any provision of this Bylaw the Peace Officer may serve the Hen Keeper a Municipal Ticket allowing payment of the specified penalty as set out in Schedule "B" of this Bylaw.
- 10.3 Should a hen keeping site, Coop, or Hen Keeper be found to be non-compliant with this Bylaw at any time, enforcement action may be taken including without limitation: issuing a Municipal Violation Tag or Violation Ticket, revocation of a Hen License or issuance of a Stop Order under Section 645 of the *Municipal Government Act*.
- 10.4 Should Hens and/or a Coop be ordered to be removed, all costs and associated expenditures related to the removal shall be the responsibility of the property owner.
- 10.5 In the event of the revocation of a Hen Licensee, the Licensee will be given fourteen (14) days to rehome the Hens.
- 10.6 No person shall hinder, interrupt, or cause to be hindered any employee of the Town or its contractors, servant, agents, or workers, in the exercise of the powers or duties as authorized or required in the Urban Hen Bylaw.

11. OFFENCES AND PENALTIES

- 11.1 A person who contravenes any provision of this Bylaw is guilty of an offence.

11.2 A person who is guilty of an offence is liable to a fine in an amount not less than \$115.00 as set out in Schedule "B" of this Bylaw.

11.3 A person who is guilty of an offence under this Bylaw is liable to a specified penalty of \$230.00 as set out in Schedule "B" of this Bylaw.

12. CONTINUING OFFENCE

12.1 In the case of an offence that is of a continuing nature, a contravention of a provision of this bylaw constitutes a separate offence with respect to each day, or part of a day, during which the contravention continues. A 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 separate offence.

13. MUNICIPAL VIOLATION TAG

13.1 A Peace Officer may issue, with respect to an offence under this Bylaw, a Municipal Violation Tag specifying the fine amount established by this Bylaw.

13.2 Where a Municipal Violation Tag is issued, the fine amount indicated thereon may be paid within the time limited on the Tag for payment, and if paid in full and on time no prosecution will be initiated.

14. VIOLATION TICKET

14.1 A Peace Officer may issue, with respect to an offence under this bylaw, a Violation Ticket specifying the fine amount established by this bylaw.

14.2 Where a Violation Ticket specifies a fine amount, a voluntary payment equal to the specified fine amount may be made as directed on the Violation Ticket.

15. STRICT LIABILITY OFFENCE

15.1 It is the intention of Council that all offences created by this Bylaw be interpreted to be strict liability offences.

16. SEVERABILITY

16.1 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.

17. REPEAL EFFECTIVE DATE

17.1 Bylaw 22-08 is hereby repealed.

17.2 This Bylaw shall come into force and effect upon receiving third and final reading and being signed.

READ A FIRST TIME this ____ day of _____, 2024.

READ A SECOND TIME this ____ day of _____, 2024.

READ A THIRD AND FINAL TIME this ____ day of _____, 2024.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

SCHEDULE "A"
FEES

Fee Description	Fee
Hen License Fee	
Hen Licenses are valid for one (1) year following the date of issuance	\$50.00

SCHEDULE "B"
PENALTIES FOR VIOLATIONS

Section	Offence	Minimum Penalty (in lieu of prosecution)	Specified Penalty
4.1 (a)	Rooster within Town Boundaries	\$115.00	\$230.00
6.1	Own more than four (4) hens or permit more than four (4) in one Subject Property	\$115.00	\$230.00
8.1 (c)	Unlicensed hen	\$115.00	\$230.00
8.2 (b)	Hens running at Large	\$115.00	\$230.00
8.2 (g)	Fail to maintain coop in an enclosed sanitary condition / good repair	\$115.00	\$230.00
8.2 (k)	Waste not stored in an enclosed structure or container	\$115.00	\$230.00
8.2 (o)	Slaughter of Hens on property	\$115.00	\$230.00
8.2 (p)	Unlawful disposal of deceased hens	\$115.00	\$230.00
8.2 (s)	Meat or eggs produced from the keeping of hens sold commercially	\$115.00	\$230.00
9.1 (a)	Coop fails to meet size	\$115.00	\$230.00
9.1 (b)	Enclosure requirements,	\$115.00	\$230.00
9.2	Coop not located properly on the subject property	\$115.00	\$230.00

Schedule "C"

Hen License: Neighbour Notification Letter



Town of Strathmore Municipal Enforcement
1 Parklane Drive Box 2280, Strathmore AB, T1P 1K2
Phone: 403-934-3133
Email: municipal-enforcement@strathmore.ca

**HEN LICENSE
NEIGHBOUR NOTIFICATION LETTER**

Please fill out this form and return it to the applicant by _____.
Date

I, _____,
Name of Applicant

of _____,
Address

will be applying to the Town of Strathmore to keep hens in my rear yard. As part of the application process, I must demonstrate notification of my application for a Hen License to all adjoining neighbours. Bylaw 24-11 regulates the keeping of hens in urban areas, and can be reviewed on the Town's website.

I have attempted to notify my neighbour. ☐ Yes ☐ No

Signature: _____ Date: _____

NEIGHBOUR TO COMPLETE THE FOLLOWING SECTION

Neighbour's Name: _____

Phone Number: _____

Address: _____

Are you the Registered Owner? ☐ Yes ☐ No

I have been informed that my neighbour is making an application to the Town of Strathmore for a Hen License. ☐ Yes ☐ No

Signature: _____ Date: _____

**BYLAW NO. 22-08
THE TOWN OF STRATHMORE
IN THE PROVINCE OF ALBERTA****A BYLAW OF THE TOWN OF STRATHMORE IN THE PROVINCE OF ALBERTA TO
REGULATE THE KEEPING OF CHICKENS IN AN URBAN AREA.**

WHEREAS pursuant to Section 7 of the *Municipal Government Act* the council of a municipality may pass bylaws for municipal purposes respecting: the safety, health and welfare of people and the protection of people and property; wild and domestic animals and activities in relation to them; and the enforcement of bylaws;

AND WHEREAS pursuant to Section 8 of the *Municipal Government Act*, the council of a municipality may, in a bylaw, regulate or prohibit and to provide for a system of licenses, permits and approvals.

NOW THEREFORE, the Council of the Town of Strathmore, in the Province of Alberta, hereby enacts as follows:

1. SHORT TITLE

1.1 This Bylaw may be cited as the "Urban Hen Bylaw"

2. PURPOSE

2.1 The purpose of this bylaw is to regulate and control the keeping of hens as urban agriculture within the Town of Strathmore.

3. DEFINITIONS

3.1 In this Bylaw, unless the context otherwise requires:

- a) "Act" means the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26 and amendments thereto;
- b) "Adjoining Neighbour" means an owner or occupant of a property that is contiguous to a Subject Property along a common property line. If the Subject Property is located on a corner lot, an Adjoining Neighbour includes an owner or occupant of property that is adjacent to the Subject Property across a rear lane, but not across a street;
- c) "Animal Health Act" means Statutes of Alberta 2007, Chapter A-40.2;

- d) "Chief Administrative Officer" means the person holding the office of Chief Administrative Officer of the Town of Strathmore;
- e) "Coop" means a fully enclosed weather proof structure with an attached outdoor enclosure having a bare earth or vegetated floor for urban hens to roam not exceeding 10 meters square in a floor area and no more than 2 meters in height;
- f) "Coop Run" means a securely enclosed structure intended for the keeping of Hens;
- g) "Council" means the Council of the Town of Strathmore;
- h) "Hen" means a domesticated female chicken that is at least four (4) months old;
- i) "Hen Keeper" means a person having any right of custody, control or possession of a Hen;
- j) "Hen License" means a license issued under this bylaw that authorizes the keeping of hens on a specific property within an Urban area within the Town;
- k) "Licensing Authority" means the Chief Administrative Officer or a person appointed by the Chief Administrative Officer to issue Hen Licenses;
- l) "Nest box" means a box within a Coop for the nesting of Hens;
- m) "Peace Officer" means a police officer or member of a police service under the *Police Act*, R.S.A. 2000, c. P-17, or a Peace Officer appointed pursuant to the *Peace Officer Act*, S.A. 2006, c. P-3.5; or a person appointed as a bylaw enforcement officer pursuant to the *Municipal Government Act*, R.S.A. 2000, c. M-26;
- n) "Premises Identification (PID) Number" means a nine-character combination of numbers and letters issued by the Province of Alberta pursuant to the provisions of the *Animal Health Act* to owners of livestock;
- o) "Rooster" means a domesticated male chicken;
- p) "Sell" means to exchange or deliver for money or its equivalent;
- q) "Subject Property" means a lot or parcel of land in respect of which a Hen License is sought or has been issued;

- r) "Temporary Caregiver" means a person who has been authorized by the Hen Keeper to provide care to their Hens in the event the Hen Keeper is temporarily unable to do so;
- s) "Town" means the Town of Strathmore, a municipal corporation in the Province of Alberta, and where the context so requires, means the area of land within the corporate boundaries thereof;
- t) "Urban Area" means lands located within the Town on which agricultural operations, including but not limited to the keeping of livestock are neither a permitted or discretionary use under the Bylaws of the Town;
- u) "Urban Hen" means a hen that is at least 16 weeks of age.
- v) "Violation Tag" means a notice that alleges a bylaw offence and provides a person the opportunity to pay an amount to the Town in lieu of prosecution for the offence; and
- w) "Violation Ticket" means a violation ticket as defined in the *Provincial Procedures Act*, R.S.A. 2000, c. P-34.

4. PROHIBITIONS

4.1 In an Urban Area, no person shall:

- a) Keep a Rooster; or
- b) Keep a Hen, other than an Urban Hen for which a valid Hen License has been issued.

5. PILOT PROGRAM REGULATIONS

5.1 The length of the Urban Hen Pilot Program shall be two (2) years, effective June 1, 2022.

- a) Participants must acknowledge the Pilot Program as a trial.
- b) Should the Pilot Program not result in the implementation of a formal Municipal Urban Hen program, participants will have ninety (90) days from the end of the Pilot Program to re-home urban hens.

- c) Should the pilot program not result in implementation of a formal Municipal Urban Hen program, the annual Hen keeper license fee will not be prorated.

6. URBAN HEN LICENSE

6.1 A person may apply to keep a minimum of two (2) and a maximum of four (4) urban hens by:

- a) Submitting a completed Hen License application, in the form prescribed by the Licensing Authority Officer, including;
- b) Paying a Hen License fee prescribed in Schedule A to this bylaw which is due and payable at the time of the application, prior to approval and annually thereafter;
- c) Any other information reasonably required by the Licensing Authority, including but not limited to:
 - i. The name, address and contact information of the person who will be the Hen Keeper and of any person who may act as a Temporary Caregiver;
 - ii. A copy of a Certificate of Title for the Subject Property issued by the Land Titles;
 - iii. Written permission to keep hens on the Subject Property, from the registered owner of the Subject Property as shown on the Certificate of Title, if the Hen Keeper is not the registered owner.
- d) A site plan including a drawing that shows the location of the Coop and Coop Run dimensions and associated setbacks from the Coop and Coop Run to the side and rear property lines
- e) Evidence that the proposed Hen Keeper has experience or training from a source approved by administration.
- f) A copy of the Premises Identification (PID) Number applicable to Subject Property.

6.2 At the time of application for a Hen License, the applicant must demonstrate to the satisfaction of the Licensing Authority that all Adjoining Neighbours have been notified of the intent to apply for a Hen License on the Subject Property. If an adjoining property of the Subject Property is undeveloped or developed but otherwise vacant, the applicant is not required to notify that adjoining property.

-
- 6.3 A Hen License does not take effect until:
- a) The Licensing Authority is satisfied all provisions in Section 6.1 and 6.2 have been met; and
 - b) The appeal period referenced in Section 7.2 has expired, if no appeal was received during the appeal period; or
 - c) The Appeal Committee has made a decision on any appeal and that decision upholds the issuance of the Hen License, with or without conditions.
- 6.4 A Hen License is valid only for the period of January 1 to December 31 in the year for which the license is issued.
- 6.5 Hen License fees shall not be reduced or prorated no matter the month of purchase or total number of urban hens.
- 6.6 A Hen License is not transferable from one person to another or from one property to another.
- 6.7 A person to whom a Hen License has been issued shall produce the license at the demand of the Licensing Authority or a Peace Officer.
- 6.8 The Licensing Authority may refuse to grant or renew a Hen License for the following reasons:
- a) The applicant or license holder does not meet or has ceased to meet the requirements of this bylaw;
 - b) The applicant or license holder:
 - i. Provides false information or misrepresents any fact or circumstances to the Licensing Authority or Peace Officer;
 - ii. Fails to pay any fee required by this Bylaw or any applicable Bylaw;
 - iii. Fails to pay a fine imposed by a court for a contravention of this Bylaw or any other applicable Bylaw related to the keeping of Urban Hens;

- iv. An applicant for or holder of a Hen License has been convicted of any offence involving abuse, mistreatment or negligent treatment or keeping of animals;
 - v. An applicant has previously been the holder of a Hen License that was revoked for non-compliance with this bylaw, or in respect of which an order has been made under section 645 of the *Municipal Government Act*;
 - vi. Has not complied with all other Provincial and Federal regulations for the keeping of livestock; or
- c) In the opinion of the Licensing Authority based on reasonable grounds it is in the public interest to do so.

7. APPEAL

- 7.1 An appeal lies from a decision of the Licensing Authority to:
- a) Issue a Hen License, if the appellant is an Adjoining Neighbour;
 - b) Impose conditions on a Hen License, if the appellant is the person who applied for the Hen License or is an Adjoining Neighbour;
 - c) Refuse a Hen License, if the appellant is the person who applied for the Hen License; or
 - d) Revoke a Hen License, if the appellant is the holder of the Hen License that was revoked.
- 7.2 An appeal under section 7.1 must be in writing, addressed to the Chief Administrative Officer, and must be received not later than fourteen (14) days after the decision appealed from is issued.
- 7.3 An Adjoining Neighbour may appeal under clause 7.1 (a) or 7.1 (b) of this bylaw only if the grounds of appeal are:
- a) That the keeping of hens on the Subject Property is likely to have a materially adverse effect on the health of the Adjoining Neighbour or of a person living in the premises of the Adjoining Neighbour; or
 - b) A reason or factor listed in clauses 6.8 (a), 6.8 (b) (i),(ii),(iv) or (v) of this bylaw.
- 7.4 As soon as reasonably practicable and in any event not more than 14 days after receiving a notice of appeal the Chief Administrative Officer must appoint an Appeal Committee for the purpose of hearing the appeal, and

apart from appointing the Appeal Committee and providing it with administrative support the Chief Administrative Officer shall not be involved in the appeal process.

- 7.5 The Appeal Committee shall consist of 3 members none of whom is an employee or Council Member of the Town and that Administration may appoint members as deemed appropriate. In the case of an appeal from an adjoining member alleging the likelihood of a material adverse health effect, the Chief Administrative Officer must also make reasonable efforts to appoint the appeal committee a licensed and practicing veterinarian and a licensed and practicing physician.
- 7.6 The Appeal Committee shall schedule the hearing of the appeal within 30 days after notice of appeal.
- 7.7 Subject to the requirements of this bylaw the Appeal Committee members shall from among themselves choose a Chair and may establish a procedure consistent with principles of natural justice for the hearing of the appeal.
- 7.8 The Appeal Committee shall provide its decision in writing, with reasons, within 7 business days of the hearing of the appeal. The Appeal Committee may:
- a) Uphold the decision of the Licensing Authority;
 - b) Vary the decision of the Licensing Authority, including imposing conditions on a Hen License that differ from any conditions imposed by the Licensing Authority; or
 - c) Overturn the decision of the Licensing Authority.
- 7.9 The decision of the Appeal Committee is final and binding and is not subject to appeal to a Court.

8. RESPONSIBILITIES OF A HEN KEEPER

- 8.1 A Hen Keeper must:
- a) Obtain a Premises Identification (PID) under the Premises Identification Regulation in the *Animal Health Act* and submit a copy to the Town.

- b) Follow biosecurity procedures recommended by the Canadian Food Inspection Agency to reduce potential for disease outbreak.
- 8.2 Hen Keepers, owners of a Subject Property, and Temporary Caregivers must:
- a) Provide each urban hen with food, unfrozen water, shelter, adequate light, ventilation, warmth, veterinary care, and opportunities for essential behaviors such as scratching, dustbathing, roosting, pecking and socializing with their own kind;
 - b) Keep each Hen in a secured area at all times;
 - c) Keep the Coop secured from sunset on any given day to sunrise the following day;
 - d) Provide warmth to the Hens through heat lamps, wall insulation, poly-sheeting, seedling heat mat, or other means;
 - e) Construct and maintain the Coop to prevent a rodent from harboring underneath or within it or within its walls, and to prevent access to the coop by any other animal;
 - f) Ensure that Hens are kept in the Coop with all opening, such as doors and windows, secured in such a manner that will not allow predators to enter;
 - g) Maintain the Coop in good repair and sanitary conditions, and free from vermin and noxious or offensive smells and substances;
 - h) Store feed in a fully enclosed, non-penetrable container;
 - i) Keep food and water containers in the Coop;
 - j) Remove leftover feed, trash and manure in a timely manner;
 - k) Store manure within a fully enclosed container, and store no more than three (3) cubic feet of manure at any time;
 - l) Remove all other manure not used for composting or fertilizing and dispose of such in accordance with Town Bylaws;
 - m) Place all urban hen related waste in a compostable bag and not loose in the organic carts;
 - n) Place all urban hen related waste in a secure location on site until collection day;

- o) Ensure Hens are slaughtered or euthanized at an appropriate location or facility, not on the Subject Property;
- p) Dispose of the carcass of a Hen deceased by natural causes, by double bagging and bringing it to a veterinarian, farm, abattoir, or other operation that is lawfully permitted to dispose of Hens;
- q) Take Hens to a veterinarian, farm, abattoir, or other operation if Hens are no longer wanted;
- r) Keep Hens in a cage only when actively transporting the Hen; and
- s) Keep Hens for personal use only, and not sell eggs, manure, meat, or any other products derived from Hens.

9. COOP REQUIREMENTS

9.1 A Hen Keeper must:

- a) Provide each Hen with at least 0.37 square meters of interior floor area, and at least 0.92 square meters of Coop Run outdoor area, within the Coop;
- b) Provide a minimum of one (1) Nest box for every three (3) Hens; and
- c) Ensure the Coop meets the requirements in the Land Use Bylaw regarding an accessory building.

9.2 Coops must meet the setbacks in the Land Use Bylaw and an accessory building can not block side yard access.

9.3 Coops cannot be located in a Utility Right of Way or an Overland Drainage Right of Way.

9.4 Only one (1) Coop per property shall be permitted.

9.5 The maximum lot coverage of all structures on a property, including a Coop, must comply with the Land Use Bylaw.

9.6 The Licensing Authority and Development Authority has the authority to impose additional site-specific conditions.

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10.1 Hen keeping is permitted under and in accordance with this bylaw.

- 10.2 This bylaw applies to the activity of Hen keeping for personal use only. The commercial sale of Hens or Hen products is not permitted.
- 10.3 This Bylaw enables the keeping of Hens within the confines of a fenced property and does not permit Hens to be sheltered within a residential dwelling unit.
- 10.4 Each Hen must be a minimum of 4 months (16 weeks) old when acquired for keeping under a Hen License.
- 10.5 This bylaw does not exempt a person from complying with any Federal or Provincial law or regulation, other Town bylaw, or any requirement of any lawful permit, order, or license.

11. ENFORCEMENT

- 11.1 The Licensing Authority or a Peace Officer has the right to access any Subject Property to inspect for compliance with this bylaw.
- 11.2 Where a Peace Officer has reasonable grounds to believe that a Hen Keeper has contravened any provision of this Bylaw the Peace Officer may serve the Hen Keeper a Municipal Ticket allowing payment of the specified penalty as set out in Schedule "B" of this Bylaw.
- 11.3 Should a hen keeping site, Coop, or Hen Keeper be found to be non-compliant with this Bylaw at any time, enforcement action may be taken including without limitation: issuing a Municipal Violation Tag or Violation Ticket, revocation of a Hen License or issuance of a Stop Order under Section 645 of the *Municipal Government Act*.
- 11.4 Should Hens and/or a Coop be ordered to be removed, all costs and associated expenditures related to the removal shall be the responsibility of the property owner.
- 11.5 In the event of the revocation of a Hen Licensee, the Licensee will be given fourteen (14) days to rehome the Hens.
- 11.6 No person shall hinder, interrupt, or cause to be hindered any employee of the Town or its contractors, servant, agents, or workers, in the exercise of the powers or duties as authorized or required in the Urban Hen Bylaw.

12. OFFENCES AND PENALTIES

- 12.1 A person who contravenes any provision of this Bylaw is guilty of an offence.

12.2 A person who is guilty of an offence is liable to a fine in an amount not less than \$115.00 as set out in Schedule "B" of this Bylaw.

12.3 A person who is guilty of an offence under this Bylaw is liable to a specified penalty of \$230.00 as set out in Schedule "B" of this Bylaw.

13. CONTINUING OFFENCE

13.1 In the case of an offence that is of a continuing nature, a contravention of a provision of this bylaw constitutes a separate offence with respect to each day, or part of a day, during which the contravention continues. A 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 separate offence.

14. MUNICIPAL VIOLATION TAG

14.1 A Peace Officer may issue, with respect to an offence under this Bylaw, a Municipal Violation Tag specifying the fine amount established by this Bylaw.

14.2 Where a Municipal Violation Tag is issued, the fine amount indicated thereon may be paid within the time limited on the Tag for payment, and if paid in full and on time no prosecution will be initiated.

15. VIOLATION TICKET

15.1 A Peace Officer may issue, with respect to an offence under this bylaw, a Violation Ticket specifying the fine amount established by this bylaw.

15.2 Where a Violation Ticket specifies a fine amount, a voluntary payment equal to the specified fine amount may be made as directed on the Violation Ticket.

16. STRICT LIABILITY OFFENCE

16.1 It is the intention of Council that all offences created by this Bylaw be interpreted to be strict liability offences.

17. SEVERABILITY

17.1 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.

18. REVIEW OF BYLAW

18.1. This Bylaw will be reviewed prior to June 1, 2024.

18.2. Section 5 (Pilot Program Regulations) of this bylaw will be repealed on June 1, 2024.

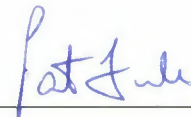
19. EFFECTIVE DATE

19.1 This Bylaw shall come into force and effect upon receiving third and final reading and being signed.

READ A FIRST TIME this 4th day of May, 2022.

READ A SECOND TIME this 4th day of May, 2022.

READ A THIRD AND FINAL TIME this 18th day of May, 2022.



MAYOR

DIRECTOR OF STRATEGIC, ADMINISTRATIVE
AND FINANCIAL SERVICES

**SCHEDULE "A"
FEES**

Fee Description	Fee
Hen License Fee	
Hen Licenses are valid for one (1) year following the date of issuance	\$50.00

SCHEDULE "B"
PENALTIES FOR VIOLATIONS

SECTION	Offence	Minimum Penalty (in lieu of prosecution)	Specified Penalty
4 (a)	Rooster within Town Boundaries	\$115.00	\$230
5.1	Keeping more than 4 Hens	\$115.00	\$230
8.1 (a), (b)	Coop fails to meet size / enclosure requirements	\$115.00	\$230
8.1 (c)	Coop not located properly on subject property	\$115.00	\$230
7.2 (b)	Hens running at Large	\$115.00	\$230
7.2 (g)	Fail to maintain coop in an enclosed sanitary condition / good repair	\$115.00	\$230
7.2 (k)	Waste not stored in an enclosed structure or container	\$115.00	\$230
7.2 (s)	Meat or eggs produced from the keeping of hens sold commercially	\$115.00	\$230
7.2 (o)	Slaughter of Hens on property	\$115.00	\$230
7 (p)	Unlawful disposal of deceased hens	\$115.00	\$230



Request for Decision

To: Council

Staff Contact: Leana Ashbacher, Senior Manager of Financial Services

Date Prepared: April 10, 2024

Meeting Date: June 5, 2024

SUBJECT: Canadian Overnight Repo Rate Average (CORRA) Transition

RECOMMENDATION: THAT Council authorize the CAO and the Mayor to sign the new debt agreement as presented in Attachment III.

STRATEGIC PRIORITIES:



Affordable
Housing



Climate
Resiliency



Community
Development



Community
Wellness



Economic
Development



Financial
Sustainability

HOW THE STRATEGIC PRIORITIES ARE MET:

This item is an update to loan agreement, which has a minimal impact as it relates to the financial sustainability strategic priority.

SUSTAINABILITY

ECONOMIC SUSTAINABILITY:

Having a solid financial position helps allow the Town to be financially stable and take advantage of future economic opportunities.

SOCIAL SUSTAINABILITY:

A strong financial position allows the Town to maintain the social programs and services it offers to residents and businesses.

ENVIRONMENTAL SUSTAINABILITY:

A strong financial position allows the Town to deliver on his objectives relating to environmental sustainability.

IMPLICATIONS OF RECOMMENDATION:

GENERAL:

In order to have a current debt agreement continue with CIBC with the CDOR Cessation and CORRA transition, the Town is required to sign new debt agreement documentation.

ORGANIZATIONAL:

Limited to staff time to execute the agreement.

OPERATIONAL:

N/A

FINANCIAL:

There is no change to any of our debt management (i.e swaps) as they will not be unwound/cancelled.

POLICY:

N/A

IMPLEMENTATION:

Should Council approve, Administration with work with Mayor and CAO to sign the agreement.

BACKGROUND:

As the Town has a number of Debts that are handled through SWAPs we need to AMEND our agreement with CIBC so we in alignment with the regulatory expectations set by the Office of the Superintendent of Financial Institutions (OSFI) for the banks it regulates, CDOR (Canadian Dollar Offered Rate) and BA (bankers' acceptance)-linked contracts must be transitioned (using fallbacks or amendments) in an orderly and timely manner, and the recommended methodology for replacing CDOR and BAs has been designed to preserve economic equivalence for borrowers.

In our context, an Interest Rate Swap is a contract between the Town of Strathmore and our lender CIBC to exchange a series of interest rate payments on our existing CIBC loans. Swaps are used for the loans we receive because that they allow us, and the bank, to reduce the risk of changes in interest rates during the term of the loan (i.e. the Interest Rate Swap “fixes” our and CIBC’s exposure to market interest rate changes during the term).

CDOR Cessation and CORRA Transition

What is CDOR cessation?

- A benchmark interest rate used by major global banks for short-term loans
- Similar to other floating rate indexes globally, like US LIBOR (London Interbank Offered Rate), CDOR has begun the process of being replaced by a "Risk Free Rate" index called CORRA (the Canadian Overnight Repo Rate Average)
 - The recommendation to cease CDOR by the Canadian Alternative Reference Rate (CARR) committee is aimed at ensuring that Canada's interest rate benchmarks are robust, transparent and resilient going forward and that they comply with the international expectations for such benchmarks, including certain principles for benchmarks published by the International Organization of Securities Commissions.
- New Credit Agreements, even if funded by BA /CDOR, will contain multiple references to the transition of the benchmark to CORRA
- CDOR itself will be published until June 28, 2024, at which point it will cease. In this interim period, you can continue to use CDOR for both loans and swaps as the swaps are designed to be risk reducing for you (you are seeking to establish a fixed rate).
- At this point, only daily compounding CORRA is available. This index has been published since 1997.
- We anticipate that a Term CORRA index will exist as well, however that will not happen until this fall (Q3 2023)
- On or before CDOR cessation in June 2024, all instruments, including loans and derivatives, will be migrated over to the new index (overnight or term CORRA)

Impact on existing BA loans and swaps referencing CDOR

- BA/CDOR swaps will NOT be unwound/ cancelled; rather these swaps will be AMENDED to reflect the appropriate replacement benchmark index
- Industry guidance is to transition these linked loans and swaps to the same new floating index at the same time to avoid cash flow mismatches
- **Interest Rate Swaps and related hedging structures remain important and useful risk management tools for our borrowers, a fact not diminished by the pending interest rate benchmark transition**

KEY ISSUE(S)/CONCEPT(S):

With the CDOR Cessation and CORRA Transition the Town is required to sign new debt agreement documentation.

DESIRED OUTCOMES:

The recommendation is that Council authorize the CAO and the Mayor to sign the new agreement.

COMMUNICATIONS:

N/A

ALTERNATIVE ACTIONS/MOTIONS:

- Refer this matter to a Committee of the Whole for discussion
- Pay out all of our Debt that is held with CIBC.

ATTACHMENTS:

[Attachment I: carr-call-action-cdor-ba-borrowers](#)

[Attachment II: credit-agreement-letter \(04APR24\) Redacted](#)

[Attachment III: CIBC Town of Strathmore Credit Agreement \(ID 67053\) Redacted](#)

Leana Ashbacher, Senior Manager of Financial Services

Approved
- 22 Apr
2024

Kara Rusk, Director of Strategic, Administrative, and Financial Services

Approved
- 02 May
2024

Johnathan Strathdee, Manager of Legislative Services

Approved
- 07 May
2024

Kevin Scoble, Chief Administrative Officer

Approved
- 10 May
2024

Call to action for CDOR/BA borrowers

Background

The Canadian Dollar Offered Rate (CDOR), a key benchmark interest rate for Canadian dollar-denominated loans and other financial products, is set to cease publication by June 28, 2024, by its designated administrator Refinitiv Benchmark Services (UK) Limited. The cessation of the CDOR rate will also bring about the end of Bankers' Acceptance rate ('BA') based lending. The industry recommended fallback rates for CDOR loans are the Canadian Overnight Repo Rate Average ('CORRA') published by the [Bank of Canada](#) and/or the Term CORRA rates published by [CanDeal](#). Considering this critical juncture in the Canadian financial landscape, it is imperative to transition your loan agreements (including any associated swaps) to a CORRA-based reference rate, or other alternative reference rate as agreed with your lenders before June 28, 2024.

Action Required Before June 28, 2024

In line with the [regulatory expectations set by the Office of the Superintendent of Financial Institutions \(OSFI\)](#) for the banks it regulates, CDOR and BA-linked contracts must be transitioned (using fallbacks or amendments) in an orderly and timely manner, and the recommended methodology for replacing CDOR and BAs has been designed to preserve economic equivalence for borrowers.

It is recommended that borrowers address their CDOR and/or BA linked contract(s) as soon as possible, whether at the annual review or through a stand-alone amendment by June 28, 2024, at the latest. Regarding the latter, you should coordinate with your relationship manager to initiate necessary amendments. If you need to preserve hedge accounting effectiveness for loans that are hedged with interest rate derivatives, it will be important that both instruments are transitioned in synchronicity. Note that delays in transitioning these after June 28, 2024, may result in fallbacks to Prime rate, or other disruptions in the contract execution such as the inability to calculate interest.

Reference Materials

We understand that navigating this transition can be challenging. To aid you during this period, we encourage you to review CARR's recommended best practices document found [here](#), and to register for an upcoming PWC Webinar "*Changing lanes: The road ahead post CDOR and BAs*" on February 29, 2024, where industry experts will share valuable insights. For more information, visit [here](#) to register. You may also submit general questions on the CDOR transition to the CARR Working Group at CARR-WG@bankofcanada.ca

About CARR

Canada established CARR, a working group sponsored by the Canadian Fixed-Income Forum, to coordinate Canadian interest rate benchmark reform. CARR's mission is to ensure Canada's interest rate benchmark regime is robust, resilient, and effective in the years ahead. Over the remaining transition period, CARR will continue to support the transition from CDOR to CORRA as a key financial benchmark.

Visit CARR's [webpage](#), found on the Bank of Canada's website, for up-to-date information on the transition, including all of CARR's key documents, and to sign-up to receive email updates from CARR.



CREDIT AGREEMENT LETTER

[REDACTED]
 [REDACTED] Sec. 17, FOIP [REDACTED]
 [REDACTED]
 [REDACTED]

April 4, 2024

Town of Strathmore
1 Parklane Drive
P.O. Box 2280
Strathmore, AB
T1P 1K2

Attention: Mr. Pat Fule, Mr. Kevin Scoble, and Ms. Kara Rusk

Dear Pat, Kevin, and Kara:

Re: Credit Facility

Canadian Imperial Bank of Commerce ("CIBC") is pleased to establish the following credit facility in favour of the Town of Strathmore (the "Borrower"):

Credit Facility A: Demand instalment loan ([REDACTED] Sec 23(1)(a), FOIP)

Loan Amount:

\$1,133,333.00

Purpose:

This loan is to be used to allow for the purchase/construction of a Recreation Field House.

Description and rate:

A non revolving loan available as follows:

- For Continuing Legacy B/As: Canadian dollar B/As. CIBC's stamping fee for B/As will be calculated at 0.65% per annum. B/As will only be available until the earlier of the following (the "B/A Conversion Date"): (a) the Borrower electing to convert its B/A's to CORRA Loans by five (5) Business Days' prior written notice to CIBC, (which election once made, shall be irrevocable), (b) written notice by CIBC to the Borrower that CIBC has determined that the circumstance set out in Section 8.7 of the attached Schedule A has occurred or exists, and (c) June 28, 2024. On the maturity of each B/A occurring on or after the B/A Conversion Date, such B/A shall be automatically converted to a Term CORRA Loan under this Agreement with a CORRA Period of one (1) month (or as determined by the Borrower and CIBC (in its discretion), a Daily Compounded CORRA Loan alternative may be made available to the Borrower). For certainty, on and after the BA Conversion Date, no further B/As (including the rollover of existing B/As) will be available to the Borrower and all requests for new B/As of any tenor shall be deemed to be requests for new Term CORRA Loans with a CORRA Period of one (1) month (or as determined by the Borrower and CIBC (in its discretion), a Daily Compounded CORRA Loan alternative may be made available to the Borrower).

- For New CORRA Loans or effective from and after the B/A Conversion Date, Canadian dollar Term CORRA Loans. Interest on Term CORRA Loans will be calculated at the Term CORRA Rate for each applicable CORRA Period plus 0.94547% (calculated as CORRA Adjustment of 29.547 basis points + Spread of 65 basis points) per annum.
- For New CORRA Loans or effective from and after the B/A Conversion Date, At the sole discretion of CIBC from time to time with respect to each request by the Borrower, Canadian dollar Daily Compounded CORRA Loans. Interest on Daily Compounded CORRA Loans will be calculated at the Daily Compounded CORRA Rate plus 0.94547% (calculated as CORRA Adjustment of 29.547 basis points + Spread of 65 basis points) per annum. Interest will be calculated daily on the outstanding principal balance and payable monthly/quarterly as provided in Section 10.2 of Schedule A attached to this letter.

Repayment:

All amounts under this loan are repayable immediately on demand by CIBC. Prior to the time that any such demand is made, and without prejudice to CIBC's right to require immediate payment, the Borrower shall repay this loan as follows:

For Existing Term Instalment Loans by way of B/As which will convert to CORRA Loans: 6 regular semi-annual payments of \$66,666.67 each. From and after the BA Conversion Date, accrued interest is payable at the end of each CORRA Period monthly.

A Term CORRA Loan may only be repaid on the expiry of its CORRA Period and Daily Compounded CORRA Loans may only be repaid on an interest payment date or the maturity or final payment date.

Subject to the prepayment provisions in Schedule A to this Agreement, the Borrower shall have the option to repay any principal amount under this Credit at any time, provided that Term CORRA Loans may be repaid only at the end of a CORRA Period, an interest payment date or the maturity or final payment date, and B/As may be repaid only on their maturity. Any such optional repayment will be applied to the instalments specified above in the inverse order of their maturity.

Option:

At maturity the Borrower shall have the option to notionally fix the market rate, by way of interest rate swap, the interest rate on the Instalment Loan for a period of up to 5 years.

Credit Facility B: Demand instalment loan (Loan # Sec 23(1)(a), FOIP)

Loan Amount:

\$2,025,000.00

Purpose:

This loan is to be used to allow for Purchasing of Land and Building for Municipal Purposes, Capital Improvements to the Aquatic Centre, Lambert Centre, Construction to Pathways, and Downtown Street improvements.

Description and rate:

A non revolving loan available as follows:

- For Continuing Legacy B/As: Canadian dollar B/As. CIBC's stamping fee for B/As will be calculated at 0.65% per annum. B/As will only be available until the earlier of the following (the "B/A Conversion Date"): (a) the Borrower electing to convert its B/A's to CORRA Loans by five (5) Business Days' prior written notice to CIBC, (which election once made, shall be irrevocable), (b) written notice by CIBC to the Borrower that CIBC has determined that the circumstance set out in Section 8.7 of the attached Schedule A has occurred or exists, and (c) June 28, 2024. On the maturity of each B/A occurring on or after the B/A

Conversion Date, such B/A shall be automatically converted to a Term CORRA Loan under this Agreement with a CORRA Period of one (1) month (or as determined by the Borrower and CIBC (in its discretion), a Daily Compounded CORRA Loan alternative may be made available to the Borrower). For certainty, on and after the BA Conversion Date, no further B/As (including the rollover of existing B/As) will be available to the Borrower and all requests for new B/As of any tenor shall be deemed to be requests for new Term CORRA Loans with a CORRA Period of one (1) month (or as determined by the Borrower and CIBC (in its discretion), a Daily Compounded CORRA Loan alternative may be made available to the Borrower).

- For New CORRA Loans or effective from and after the B/A Conversion Date, Canadian dollar Term CORRA Loans. Interest on Term CORRA Loans will be calculated at the Term CORRA Rate for each applicable CORRA Period plus 0.94547% (calculated as CORRA Adjustment of 29.547 basis points + Spread of 65 basis points) per annum.
- For New CORRA Loans or effective from and after the B/A Conversion Date, At the sole discretion of CIBC from time to time with respect to each request by the Borrower, Canadian dollar Daily Compounded CORRA Loans. Interest on Daily Compounded CORRA Loans will be calculated at the Daily Compounded CORRA Rate plus 0.94547% (calculated as CORRA Adjustment of 29.547 basis points + Spread of 65 basis points) per annum. Interest will be calculated daily on the outstanding principal balance and payable monthly/quarterly as provided in Section 10.2 of Schedule A attached to this letter.

Repayment:

All amounts under this loan are repayable immediately on demand by CIBC. Prior to the time that any such demand is made, and without prejudice to CIBC's right to require immediate payment, the Borrower shall repay this loan as follows:

For Existing Term Instalment Loans by way of B/As which will convert to CORRA Loans: 6 regular semi-annual payments of \$75,000.00 each. From and after the BA Conversion Date, accrued interest is payable at the end of each CORRA Period monthly.

A Term CORRA Loan may only be repaid on the expiry of its CORRA Period and Daily Compounded CORRA Loans may only be repaid on an interest payment date or the maturity or final payment date.

Subject to the prepayment provisions in Schedule A to this Agreement, the Borrower shall have the option to repay any principal amount under this Credit at any time, provided that Term CORRA Loans may be repaid only at the end of a CORRA Period, an interest payment date or the maturity or final payment date, and B/As may be repaid only on their maturity. Any such optional repayment will be applied to the instalments specified above in the inverse order of their maturity.

Option:

At maturity the Borrower shall have the option to notionally fix the market rate, by way of interest rate swap, the interest rate on the Instalment Loan for a period of up to 10 years.

Credit Facility C: Demand instalment loan (Loan # Sec 23(1)(a), FOIP)

Loan Amount:

\$2,325,000.00

Purpose:

This loan is to be used to allow for Purchasing of Land and Building for Municipal Purposes, Capital Improvements to the Aquatic Centre, Lambert Centre, Construction to Pathways, and Downtown Street improvements.

Description and rate:

A non revolving loan available as follows:

- For Continuing Legacy B/As: Canadian dollar B/As. CIBC's stamping fee for B/As will be calculated at 0.65% per annum. B/As will only be available until the earlier of the following (the "B/A Conversion Date"): (a) the Borrower electing to convert its B/A's to CORRA Loans by five (5) Business Days' prior written notice to CIBC, (which election once made, shall be irrevocable), (b) written notice by CIBC to the Borrower that CIBC has determined that the circumstance set out in Section 8.7 of the attached Schedule A has occurred or exists, and (c) June 28, 2024. On the maturity of each B/A occurring on or after the B/A Conversion Date, such B/A shall be automatically converted to a Term CORRA Loan under this Agreement with a CORRA Period of one (1) month (or as determined by the Borrower and CIBC (in its discretion), a Daily Compounded CORRA Loan alternative may be made available to the Borrower). For certainty, on and after the BA Conversion Date, no further B/As (including the rollover of existing B/As) will be available to the Borrower and all requests for new B/As of any tenor shall be deemed to be requests for new Term CORRA Loans with a CORRA Period of one (1) month (or as determined by the Borrower and CIBC (in its discretion), a Daily Compounded CORRA Loan alternative may be made available to the Borrower).
- For New CORRA Loans or effective from and after the B/A Conversion Date, Canadian dollar Term CORRA Loans. Interest on Term CORRA Loans will be calculated at the Term CORRA Rate for each applicable CORRA Period plus 0.94547% (calculated as CORRA Adjustment of 29.547 basis points + Spread of 65 basis points) per annum.
- For New CORRA Loans or effective from and after the B/A Conversion Date, At the sole discretion of CIBC from time to time with respect to each request by the Borrower, Canadian dollar Daily Compounded CORRA Loans. Interest on Daily Compounded CORRA Loans will be calculated at the Daily Compounded CORRA Rate plus 0.94547% (calculated as CORRA Adjustment of 29.547 basis points + Spread of 65 basis points) per annum. Interest will be calculated daily on the outstanding principal balance and payable monthly/quarterly as provided in Section 10.2 of Schedule A attached to this letter.

Repayment:

All amounts under this loan are repayable immediately on demand by CIBC. Prior to the time that any such demand is made, and without prejudice to CIBC's right to require immediate payment, the Borrower shall repay this loan as follows:

For Existing Term Instalment Loans by way of B/As which will convert to CORRA Loans: 10 regular semi-annual payments of \$75,000.00 each. From and after the BA Conversion Date, accrued interest is payable at the end of each CORRA Period monthly.

A Term CORRA Loan may only be repaid on the expiry of its CORRA Period and Daily Compounded CORRA Loans may only be repaid on an interest payment date or the maturity or final payment date.

Subject to the prepayment provisions in Schedule A to this Agreement, the Borrower shall have the option to repay any principal amount under this Credit at any time, provided that Term CORRA Loans may be repaid only at the end of a CORRA Period, an interest payment date or the maturity or final payment date, and B/As may be repaid only on their maturity. Any such optional repayment will be applied to the instalments specified above in the inverse order of their maturity.

Option:

At maturity the Borrower shall have the option to notionally fix the market rate, by way of interest rate swap, the interest rate on the Instalment Loan for a period of up to 10 years.

Credit Facility D: Demand instalment loan (Loan # Sec 23(1)(a), FOIP)

Loan Amount:

\$4,559,015.00

Purpose:

This loan is to be used to allow for the purpose of Water Utility Main Replaces, and Upgrades Within the Water Utility Main Replacements, and Upgrades Within the Water Distribution System and Waste Water Collection System at Various Locations Within the Town of Strathmore, Along with Equipment Replacements and Upgrades Within The Waste Water Treatment Plant. Strathmore Commons Enhancements Including Pathways, Landscape Features and Amenities.

Description and rate:

A non revolving loan available as follows:

- Canadian dollar loans. Interest on Canadian dollar loans will be calculated at the Prime Rate less 0.50% per annum.
- For Continuing Legacy B/As: Canadian dollar B/As. CIBC's stamping fee for B/As will be calculated at 0.65% per annum. B/As will only be available until the earlier of the following (the "B/A Conversion Date"): (a) the Borrower electing to convert its B/A's to CORRA Loans by five (5) Business Days' prior written notice to CIBC, (which election once made, shall be irrevocable), (b) written notice by CIBC to the Borrower that CIBC has determined that the circumstance set out in Section 8.7 of the attached Schedule A has occurred or exists, and (c) June 28, 2024. On the maturity of each B/A occurring on or after the B/A Conversion Date, such B/A shall be automatically converted to a Term CORRA Loan under this Agreement with a CORRA Period of one (1) month (or as determined by the Borrower and CIBC (in its discretion), a Daily Compounded CORRA Loan alternative may be made available to the Borrower). For certainty, on and after the BA Conversion Date, no further B/As (including the rollover of existing B/As) will be available to the Borrower and all requests for new B/As of any tenor shall be deemed to be requests for new Term CORRA Loans with a CORRA Period of one (1) month (or as determined by the Borrower and CIBC (in its discretion), a Daily Compounded CORRA Loan alternative may be made available to the Borrower).
- For New CORRA Loans or effective from and after the B/A Conversion Date, Canadian dollar Term CORRA Loans. Interest on Term CORRA Loans will be calculated at the Term CORRA Rate for each applicable CORRA Period plus 0.94547% (calculated as CORRA Adjustment of 29.547 basis points + Spread of 65 basis points) per annum.
- For New CORRA Loans or effective from and after the B/A Conversion Date, At the sole discretion of CIBC from time to time with respect to each request by the Borrower, Canadian dollar Daily Compounded CORRA Loans. Interest on Daily Compounded CORRA Loans will be calculated at the Daily Compounded CORRA Rate plus 0.94547% (calculated as CORRA Adjustment of 29.547 basis points + Spread of 65 basis points) per annum. Interest will be calculated daily on the outstanding principal balance and payable monthly/quarterly as provided in Section 10.2 of Schedule A attached to this letter.

Repayment:

All amounts under this loan are repayable immediately on demand by CIBC. Prior to the time that any such demand is made, and without prejudice to CIBC's right to require immediate payment, the Borrower shall repay this loan as follows:

For Existing Term Instalment Loans by way of B/As which will convert to CORRA Loans: 10 regular semi-annual payments of \$147,065.00 each. From and after the BA Conversion Date, accrued interest is payable at the end of each CORRA Period monthly.

A Term CORRA Loan may only be repaid on the expiry of its CORRA Period and Daily Compounded CORRA Loans may only be repaid on an interest payment date or the maturity or final payment date.

Subject to the prepayment provisions in Schedule A to this Agreement, the Borrower shall have the option to repay any principal amount under this Credit at any time, provided that Term CORRA Loans may be repaid only at the end of a CORRA Period, an interest payment date or the maturity or final payment date, and B/As

may be repaid only on their maturity. Any such optional repayment will be applied to the instalments specified above in the inverse order of their maturity.

Option:

At maturity the Borrower shall have the option to notionally fix the market rate, by way of interest rate swap, the interest rate on the Instalment Loan for a period of up to 10 years.

Credit Facility E: Demand instalment loan (Loan # Sec 23(1)(a), FOIP)

Loan Amount:

\$1,175,261.00

Purpose:

This loan is to be used to allow for the purpose of upgrades within the Water Distribution System. Improvements to the Waste Water Collection System and Upgrades to the lift Stations at Various Locations within the Town of Strathmore. Equipment Replacement within Waste Water Treatment Plant and Storm Water Pond Outfall Upgrades.

Description and rate:

A non revolving loan available as follows:

- Canadian dollar loans. Interest on Canadian dollar loans will be calculated at the Prime Rate less 0.50% per annum.
- For Continuing Legacy B/As: Canadian dollar B/As. CIBC's stamping fee for B/As will be calculated at 0.65% per annum. B/As will only be available until the earlier of the following (the "B/A Conversion Date"): (a) the Borrower electing to convert its B/A's to CORRA Loans by five (5) Business Days' prior written notice to CIBC, (which election once made, shall be irrevocable), (b) written notice by CIBC to the Borrower that CIBC has determined that the circumstance set out in Section 8.7 of the attached Schedule A has occurred or exists, and (c) June 28, 2024. On the maturity of each B/A occurring on or after the B/A Conversion Date, such B/A shall be automatically converted to a Term CORRA Loan under this Agreement with a CORRA Period of one (1) month (or as determined by the Borrower and CIBC (in its discretion), a Daily Compounded CORRA Loan alternative may be made available to the Borrower). For certainty, on and after the BA Conversion Date, no further B/As (including the rollover of existing B/As) will be available to the Borrower and all requests for new B/As of any tenor shall be deemed to be requests for new Term CORRA Loans with a CORRA Period of one (1) month (or as determined by the Borrower and CIBC (in its discretion), a Daily Compounded CORRA Loan alternative may be made available to the Borrower).
- For New CORRA Loans or effective from and after the B/A Conversion Date, Canadian dollar Term CORRA Loans. Interest on Term CORRA Loans will be calculated at the Term CORRA Rate for each applicable CORRA Period plus 0.94547% (calculated as CORRA Adjustment of 29.547 basis points + Spread of 65 basis points) per annum.
- For New CORRA Loans or effective from and after the B/A Conversion Date, At the sole discretion of CIBC from time to time with respect to each request by the Borrower, Canadian dollar Daily Compounded CORRA Loans. Interest on Daily Compounded CORRA Loans will be calculated at the Daily Compounded CORRA Rate plus 0.94547% (calculated as CORRA Adjustment of 29.547 basis points + Spread of 65 basis points) per annum. Interest will be calculated daily on the outstanding principal balance and payable monthly/quarterly as provided in Section 10.2 of Schedule A attached to this letter.

Repayment:

All amounts under this loan are repayable immediately on demand by CIBC. Prior to the time that any such demand is made, and without prejudice to CIBC's right to require immediate payment, the Borrower shall repay this loan as follows:

For Existing Term Instalment Loans by way of B/As which will convert to CORRA Loans: 11 regular semi-annual payments of \$53,420.97 each. From and after the BA Conversion Date, accrued interest is payable at the end of each CORRA Period monthly.

A Term CORRA Loan may only be repaid on the expiry of its CORRA Period and Daily Compounded CORRA Loans may only be repaid on an interest payment date or the maturity or final payment date.

Subject to the prepayment provisions in Schedule A to this Agreement, the Borrower shall have the option to repay any principal amount under this Credit at any time, provided that Term CORRA Loans may be repaid only at the end of a CORRA Period, an interest payment date or the maturity or final payment date, and B/As may be repaid only on their maturity. Any such optional repayment will be applied to the instalments specified above in the inverse order of their maturity.

Option:

At maturity the Borrower shall have the option to notionally fix the market rate, by way of interest rate swap, the interest rate on the Instalment Loan for a period of up to 5 years.

Credit Facility F: Demand Hedging Facility**Credit Limit:**

USD \$1,696,000.00

Purpose:

This Facility is to be used for foreign currency requirements.

Description:

You may, at our discretion, enter into one or more spot, forward or other foreign exchange rate transactions with us and/or CIBC World Markets. Your ability to make use of this Facility will depend upon your outstanding obligations under such transactions, as determined by us. This is a demand Facility.

Repayment:

On demand and in accordance with any of our standard form foreign exchange contract documentation or such other documentation applicable to the foreign exchange contract.

Fees:

As advised by CIBC World Markets and in accordance with any documentation applicable to the foreign exchange contract

Documentation:

As advised by CIBC World Markets.

Conditions:

As indicated in any applicable documentation governing the foreign exchange contract. You will not enter into any hedging agreement unless it is entered into for proper business or financial purposes in connection with conducting your business and it is entered into for purposes of hedging commodities, currencies or interest rate risks associated with outstanding indebtedness created, incurred or assumed by you. For greater certainty, you agree not to enter into any hedging agreements for speculative purposes of any kind whatsoever.

Credit Facility G: Term instalment loan (Loan # Sec 23(1)(a), FOIP)

Loan Amount:

\$170,000.00

Purpose:

This loan is to be used for construction of a pathway and 125 metres of Edgeview Road adjoining the George Freeman School in Strathmore, Alberta.

Description and rate:

A non revolving loan available as follows:

- Canadian dollar loans. Effective December 7, 2022 the Interest will be calculated at the fixed rate of 6.028% per year for a 24 month term amortized over 72 months from the date the Facility is advanced.

Last Regular Scheduled Payment Date:

July 20, 2024

Repayment:

All amounts under this loan are repayable immediately on demand by CIBC. Prior to the time that any such demand is made, and without prejudice to CIBC's right to require immediate payment, the Borrower shall repay this loan as follows:

- 5 regular annual principal payments of CDN\$34,000.00 each, plus accrued interest payable annually.
- The next and last regular instalment payment is due on July 20, 2024 plus any outstanding principal and interest and any other amount due but unpaid with respect to this Facility is due on the Last Regular Scheduled Payment Date.

Credit Facility J: Term instalment loan (Loan # Sec 23(1)(a), FOIP)

Loan Amount:

\$934,000.00

Purpose:

This loan is to be used for the purpose of interim funding of the Alberta Municipal Sustainability Initiative Grant from the Province of Alberta.

Description and rate:

A non revolving loan available as follows:

- Canadian dollar loans. Effective December 7, 2022 the Interest will be calculated at the fixed rate of 6.012% per year for a 24 month term amortized over 29 months from the date the Facility is advanced.

Last Regular Scheduled Payment Date:

May 28, 2025

Repayment:

All amounts under this loan are repayable immediately on demand by CIBC. Prior to the time that any such demand is made, and without prejudice to CIBC's right to require immediate payment, the Borrower shall repay this loan as follows:

- 2 regular annual principal payments of CDN \$467,000.00 each, plus accrued interest payable annually.
- The last regular instalment payment is due on May 28, 2025 plus any outstanding principal and interest and any other amount due but unpaid with respect to this Facility is due on the Last Regular Scheduled Payment Date.

Credit Facility K: Demand instalment loan (Loan Sec 23(1)(a), FOIP)**Loan Amount:**

\$614,542.00

Purpose:

This loan is to be used to allow for the purpose of water and sewer line replacements at various locations within the Town of Strathmore, storm water outfall improvements at Strathmore Lakes, waste water system and equipment replacements and upgrades within the waste water treatment plant and roadway improvements - Westmount Drive and Highway One

Description and rate:

A non revolving loan available as follows:

- Canadian dollar loans. Interest on Canadian dollar loans will be calculated at the Prime Rate less 0.50% per annum.
- For Continuing Legacy B/As: Canadian dollar B/As. CIBC's stamping fee for B/As will be calculated at 0.65% per annum. B/As will only be available until the earlier of the following (the "B/A Conversion Date"): (a) the Borrower electing to convert its B/A's to CORRA Loans by five (5) Business Days' prior written notice to CIBC, (which election once made, shall be irrevocable), (b) written notice by CIBC to the Borrower that CIBC has determined that the circumstance set out in Section 8.7 of the attached Schedule A has occurred or exists, and (c) June 28, 2024. On the maturity of each B/A occurring on or after the B/A Conversion Date, such B/A shall be automatically converted to a Term CORRA Loan under this Agreement with a CORRA Period of one (1) month (or as determined by the Borrower and CIBC (in its discretion), a Daily Compounded CORRA Loan alternative may be made available to the Borrower). For certainty, on and after the BA Conversion Date, no further B/As (including the rollover of existing B/As) will be available to the Borrower and all requests for new B/As of any tenor shall be deemed to be requests for new Term CORRA Loans with a CORRA Period of one (1) month (or as determined by the Borrower and CIBC (in its discretion), a Daily Compounded CORRA Loan alternative may be made available to the Borrower).
- For New CORRA Loans or effective from and after the B/A Conversion Date, Canadian dollar Term CORRA Loans. Interest on Term CORRA Loans will be calculated at the Term CORRA Rate for each applicable CORRA Period plus 0.94547% (calculated as CORRA Adjustment of 29.547 basis points + Spread of 65 basis points) per annum.
- For New CORRA Loans or effective from and after the B/A Conversion Date, At the sole discretion of CIBC from time to time with respect to each request by the Borrower, Canadian dollar Daily Compounded CORRA Loans. Interest on Daily Compounded CORRA Loans will be calculated at the Daily Compounded CORRA Rate plus 0.94547% (calculated as CORRA Adjustment of 29.547 basis points + Spread of 65

basis points) per annum. Interest will be calculated daily on the outstanding principal balance and payable monthly/quarterly as provided in Section 10.2 of Schedule A attached to this letter.

Repayment:

All amounts under this loan are repayable immediately on demand by CIBC. Prior to the time that any such demand is made, and without prejudice to CIBC's right to require immediate payment, the Borrower shall repay this loan as follows:

For Existing Term Instalment Loans by way of B/As which will convert to CORRA Loans: 7 regular annual payments of \$79,009.87 each and an 8th and final payment in the amount of \$61,472.46. From and after the BA Conversion Date, accrued interest is payable at the end of each CORRA Period monthly.

A Term CORRA Loan may only be repaid on the expiry of its CORRA Period and Daily Compounded CORRA Loans may only be repaid on an interest payment date or the maturity or final payment date.

Subject to the prepayment provisions in Schedule A to this Agreement, the Borrower shall have the option to repay any principal amount under this Credit at any time, provided that Term CORRA Loans may be repaid only at the end of a CORRA Period, an interest payment date or the maturity or final payment date, and B/As may be repaid only on their maturity. Any such optional repayment will be applied to the instalments specified above in the inverse order of their maturity.

Option:

At maturity the Borrower shall have the option to notionally fix the market rate, by way of interest rate swap, the interest rate on the Instalment Loan for a period of up to 10 years.

Security

All Credits are provided on an unsecured basis.

Covenants

Cross Default:

Without prejudice to our rights in respect of any Facility that is repayable on demand, a default of the terms and conditions of any credit facilities granted by any creditor (including without limitation CIBC) to you or any of your subsidiaries will constitute a default of the terms and conditions of these Facilities and CIBC will have the right to immediately demand repayment of all Facilities under this Letter.

Cross Default Borrower:

Town of Strathmore

Material Change:

A material change is an adverse change in a borrowers business, including change in business and its operations, property, conditions (financial or otherwise), prospects or the ability to fulfill obligations under the credit agreement and or security to which it is a party will constitute a default under these Facilities and CIBC will have the right to immediately demand repayment of all Facilities under this Letter.

Material Adverse Effect:

Without prejudice to our rights in respect of any Facility that is repayable on demand, if a Material Adverse Effect has occurred, this will constitute a default under these Facilities and CIBC will have the right to immediately demand repayment of all Facilities under this Letter.

Conditions precedent

In addition to the documentation specified in section 5.1 of Schedule A hereto, the obligation of CIBC to make available any Credit is subject to CIBC's receipt of the following, in form and substance satisfactory to CIBC:

Borrowing By-Law:

By-Laws from Town of Strathmore evidencing authority to enter into the credit facilities outlined herein and providing the new authorized Limit for the Town of Strathmore.

- Bylaw 16-21
- Bylaw 16-12
- Bylaw 18-16
- Bylaw 19-11
- Bylaw 19-20
- Bylaw 20-08
- Bylaw 20-09
- Bylaw 21-12

Debt/Debt Service Limits:

In accordance with the Alberta Municipal Government Act, the debit limit and debt service limits of the borrower shall remain at all times in compliance with current bylaws: 16-21; 16-12; 18-16; 19-11; 19-20; 20-08; 20-09; and, 21-12.

ISDA:

International Swaps and Derivatives Association ("ISDA") Master Agreement shall be received prior to entering into any interest rate swaps.

Reporting requirements

The Borrower will provide to CIBC:

- Within 180 days after the end of each fiscal year, the audited unconsolidated financial statements of the Borrower for such year, prepared in accordance with Canadian Public Sector Account Standards.

Other provisions

Schedule A:

The attached Schedule A, which contains certain additional provisions applicable to the Credits, and certain definitions, forms part of this Agreement. If there is a conflict or inconsistency between the provisions of this letter agreement and Schedule A, the provisions of this letter agreement shall govern.

Notice of borrowing:

Whenever the Borrower desires to obtain any amount under a Credit (other than by way of a permitted overdraft), it will give to CIBC irrevocable prior written notice as specified in Schedule A hereto.

Notice of repayment:

Whenever the Borrower desires to make one or more repayments under one or more Credits in an aggregate amount exceeding \$10,000,000 (or the equivalent in any other currency) on any day, it will give to CIBC irrevocable prior written notice as specified in Schedule A hereto.

Interest on excess amounts:

The interest rate applicable to any outstanding amount under a Credit which is in excess of the limit of such Credit shall be the Interest Rate Applicable to Credit Limit Excesses specified in Schedule A hereto.

Interest on overdue amounts:

Interest on overdue amounts is payable as specified in Schedule A hereto.

Interest payment dates:

Except with respect to interest on amounts in default, which is payable on demand, or as otherwise specified herein or in Schedule A hereto, interest and fees will be calculated and payable monthly in arrears on such day in each month as CIBC requires.

Authorized debits:

The Borrower authorizes CIBC to debit its Operating Account for any interest, fees or other amounts that are payable by the Borrower to CIBC with respect to the Credits, as and when such amounts are payable.

Communications:

Any communication or notice to be given with respect to the Credits may be effectively given by delivering the same at the addresses set out on the signature page hereof, or by sending the same by facsimile, e-mail or prepaid registered mail to the parties at such addresses. Any notice so mailed will be deemed to have been received on the tenth day next following the mailing thereof, provided that postal service is in normal operation during such time. Any facsimile or e-mail notice will be deemed to have been received on transmission if sent on a Business Day and, if not, on the next Business Day following transmission. Either party may from time to time notify the other party, in accordance with this section, of any change of its address which thereafter will be the address of such party for all purposes of the Credits.

Replacements:

This letter supersedes and replaces all prior discussions, letters and agreements (if any) describing the terms and conditions of any credit facility established by CIBC in favour of the Borrower.

Please indicate your acceptance of these terms by signing below and returning the enclosed copy to our attention no later than May 7, 2024.

Yours truly,

CANADIAN IMPERIAL BANK OF COMMERCE

By:  **Sec. 17, FOIP**
Name: 
Authorized Signatory

Please indicate your acceptance of these terms by signing below and returning the enclosed copy to our attention no later than May 7, 2024.

TOWN OF STRATHMORE

By: _____
name:
Title:

By: _____
name:
title:

Signed this _____ day of _____, 2024.

SCHEDULE A – ADDITIONAL DEFINITIONS AND PROVISIONS

1. General

- 1.1. **Use of funds, returns.** The Borrower will use the Credits only for the purposes specified in this Agreement. The Borrower may not at any time exceed the limit of any Credit, and CIBC may, without notice to the Borrower, return any item that, if paid, would result in the limit of any Credit being exceeded. If, on the other hand, CIBC in its sole discretion elects to pay any such item, the Borrower will pay to CIBC immediately the amount by which the limit of the applicable Credit has been exceeded.
- 1.2. **Notice of failure.** The Borrower will promptly notify CIBC of the occurrence of any failure to perform or observe any of its covenants in this Agreement.
- 1.3. **Confidentiality.** The terms of this Agreement are confidential between the Borrower and CIBC, and accordingly the Borrower will not disclose the contents of this Agreement to anyone except its professional advisors.
- 1.4. **Applying money received.** At any time that the Borrower has failed (beyond any period of grace permitted by CIBC) to perform or observe any of its covenants in this Agreement, all moneys received by CIBC from the Borrower or from any Security may be applied on such parts of the Borrower's liabilities to CIBC as CIBC may determine.
- 1.5. **Right of set off.** At any time that the Borrower has failed (beyond any period of grace permitted by CIBC) to perform or observe any of its covenants in this Agreement, CIBC is authorized at any time to set off and apply any deposits held by it and any other amounts owed by it to or for the credit of the Borrower against any and all of the obligations of the Borrower with respect to the Credits, irrespective of whether or not CIBC has made any demand and even though any such obligations may not yet be due and payable.
- 1.6. **Registration of security.** Security will be registered or filed in all jurisdictions and in all offices as CIBC considers necessary or advisable from time to time to create, perfect or protect any Lien created thereby.
- 1.7. **Expenses.** The Borrower will reimburse CIBC for all fees and out of pocket expenses (including fees and expenses of CIBC's solicitors and of any other experts and advisors hired by CIBC) incurred in preparing, registering and renewing any Security, in responding to requests from the Borrower for waivers, amendments and other matters, in enforcing CIBC's rights under this Agreement or any Security, and in discharging any Security.
- 1.8. **Further information requirements.** The Borrower will provide such further information about its business and its Subsidiaries as is reasonably requested by CIBC from time to time, and such information shall be in a form acceptable to CIBC.
- 1.9. **Consent to release information.** CIBC may from time to time give any credit or other information about the Borrower to, or receive such information from, (i) any financial institution, credit reporting agency, rating agency or credit bureau, (ii) any person, firm or corporation with whom the Borrower may have or proposes to have financial dealings, and (iii) any person, firm or corporation in connection with any dealings the Borrower has or proposes to have with CIBC. The Borrower agrees that CIBC may use that information to establish and maintain the Borrower's relationship with CIBC and to offer any services as permitted by law, including services and products offered by CIBC's Subsidiaries when it is considered that this may be suitable to the Borrower.

- 1.10. **Instructions by fax, phone and e-mail.** The Borrower may deliver, and CIBC may accept, instructions by fax, telephone (including cellular phone) and internet e-mail ("Electronic Communication"), according to CIBC-approved procedures, which procedures may be limited to particular types of communications or services. Unless the Borrower expressly indicates otherwise, the Borrower agrees that CIBC may also communicate with the Borrower by e-mail or fax. This may include (i) CIBC sending confidential information to the Borrower, at the Borrower's request; or (ii) the Borrower sending confidential information to CIBC. An Electronic Communication may not be a secure means of communication and the Borrower assumes responsibility for the risks of using Electronic Communications including, without limitation, the possibility that an Electronic Communication is: intercepted by or sent to an unauthorized person, misunderstood, lost, delayed, or not received by CIBC at all. CIBC is entitled to rely upon any Electronic Communication from or purporting to be from the Borrower, as if such instructions were given in writing. However, CIBC may choose not to act upon an Electronic Communication if it believes that the Electronic Communication is unauthorized, incorrect or unclear. CIBC shall not be liable for, and the Borrower will indemnify and save CIBC harmless from, any claims, losses, damages, liabilities and expenses that CIBC incurs (other than those due to CIBC's gross negligence or wilful misconduct) including among other things all legal fees and expenses, arising from CIBC acting or declining to act on any of your Electronic Communications given under this Agreement. This indemnity is in addition to any other indemnity or assurance against loss provided by you to CIBC under this Agreement or otherwise.
- 1.11. **Further assurances.** The Borrower will from time to time promptly upon request by CIBC do and execute all such acts and documents as may be reasonably required by CIBC to give effect to the Credits and the Security, and to any transfer pursuant to section 1.15 of this Schedule.
- 1.12. **Insurance.** The Borrower will keep all its assets and property insured (to the full insurable value) against loss or damage by fire and all other risks usual for similar property and for any other risks CIBC may reasonably require. If CIBC requests, these policies will include a loss payable clause (and with respect to mortgage security, a mortgagee clause) in favour of CIBC. As further security, the Borrower assigns all insurance proceeds to CIBC. The Borrower will provide to CIBC either the policies themselves or adequate evidence of their existence. If any insurance coverage for any reason stops, CIBC may (but shall have no obligation to) insure the property. Finally, the Borrower will notify CIBC immediately of any loss or damage to any of its property.
- 1.13. **Environmental.** The Borrower will, and will ensure that each of its Subsidiaries will, carry on its business, and maintain its assets and property in accordance with all applicable environmental, health and safety laws and regulations. If there occurs or occurred in the past any release, deposit, discharge or disposal of any substance that may cause any environmental harm or adverse environmental effect or that is or may be regulated by any law for the protection of the environment, human health or safety, (collectively, a "Discharge") in connection with the business or property of the Borrower or any of its Subsidiaries, and as a result CIBC suffers any third party claim, legal obligation, loss, expense or damage whatsoever, the Borrower will reimburse CIBC, its directors, officers, employees and agents for any and all losses, damages, fines, costs and other amounts that result (including amounts spent conducting any necessary environmental assessments or investigations or defending any third party claims or proceedings, government demands or orders). If CIBC asks, the Borrower will defend any third party claims or proceedings, investigations or prosecutions brought against CIBC or any of its directors, officers, employees and agents in connection with any Discharge. The Borrower's obligation under this section continues even after all Credits have been repaid and this Agreement has terminated.
- 1.14. **Waiver.** No delay on the part of CIBC in exercising any right or privilege will operate as a waiver thereof, and no waiver of any failure or default will operate as a waiver thereof unless made in writing and signed by an authorized officer of CIBC, or will be applicable to any other failure or default.
- 1.15. **Assignment.** CIBC may assign, sell or participate (herein referred to as a "transfer") all or any part of its rights and obligations under all or any of the Credits to any third party, and the Borrower agrees to

sign any documents and take any actions that CIBC may reasonably require in connection with any such transfer. Upon completion of the transfer, the third party will have the same rights and obligations under this Agreement as if it were a party to it, with respect to all rights and obligations included in the transfer. The Borrower may not assign any of its rights or obligations under any of the Credits. The Borrower agrees that CIBC may disclose any information (including, without limitation, any personal information) relating to such Credits (including any personal guarantee) to such third party, or its agents, any assignee of such third party, any service provider (as defined below), or any prospective assignee, purchaser or participant. Personal information includes all information provided by a principal of the Borrower or a guarantor of the Borrower's debt or other information obtained by CIBC in connection with the Borrower's credit application and/or the Agreement, and any ongoing information and documentation about the Borrower, any guarantor of the Borrower's debt, or the Credits, to the extent required by the third party, its agent or assignee, or any service provider, to enable such person to administer the Credits and exercise its rights thereunder. "Service Provider" means a person or entity that has been engaged in connection with the servicing, maintenance, collection or operation of the Credits or the provision of services or benefits to the Borrower and/or any guarantor of the Borrower's debt (including loyalty programs). The Borrower may not assign any of its rights or obligations under any of the Credits.

- 1.16. **Application to Subsidiaries.** The Borrower will ensure that each of its Subsidiaries complies with sections 1.11, 1.12 and 1.13 of this Schedule, as if the references to the Borrower therein were references to each such Subsidiary.
- 1.17. **Governing law.** This Agreement shall be governed by the laws of the Province of Alberta, and the Borrower submits itself to the jurisdiction of any competent federal or provincial court in such jurisdiction.
- 1.18. **Counterparts.** This Agreement and any amendment to this Agreement may be executed in one or more counterparts and may be delivered by facsimile, .pdf or other similar electronic transmission, and all of such counterparts shall constitute originals and the same agreement. The words "executed", "execution", "signed", "signature", and words of like import in this Agreement and the other loan documents, shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent permitted under, and as provided for in, any applicable law.
- 1.19. **Certain definitions.** In this Agreement the following terms have the following meanings: "Affiliate" means, with respect to any person, any other person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such person, and includes any person in like relation to an Affiliate. A person shall be deemed to control another person if the first person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" means the attached letter agreement between CIBC and the Borrower, including this Schedule and any other Schedules thereto, as the same may be amended or supplemented from time to time.

"Business Day" means (i) with respect to any amount denominated in Canadian dollars and all matters pertaining thereto, any day excluding Saturday, Sunday and any day which is a legal holiday in Toronto, Canada; (ii) with respect to any amount denominated in US dollars (except as provided below) and all matters pertaining thereto, any day excluding Saturday, Sunday or any day which is a legal holiday in New York, U.S.A. or Toronto, Canada, and (iii) with respect to any SOFR Loan and all matters pertaining thereto, any day excluding Saturday, Sunday or any day which is a legal holiday in New York, U.S.A. or Toronto, Canada and also excluding any day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“Compliance Certificate” means an Officer’s Certificate stating, as of the applicable date, (i) that the Borrower is not in default of the observance or performance of any of its covenants in this Agreement (or describing any default then existing), (ii) that all representations and warranties contained in this Agreement are true and accurate as if made on and as of such date (or describing any thereof that are not then true and accurate), (iii) the particulars and calculation of all financial covenants of the Borrower contained in this Agreement, and (iv) where applicable, the amount and particulars of calculation of Receivable Value, Inventory Value and Priority Claims, and the resulting maximum available amount and undrawn amount of any Credit, as of such date. Unless otherwise prescribed by CIBC, a Compliance Certificate shall be substantially in the form attached to this Schedule A.

“GAAP” means those accounting principles which are recognized as being generally accepted in Canada from time to time as set out in the handbook published by the Canadian Institute of Chartered Accountants. If the Borrower, or the party to which references to GAAP are intended to apply, has adopted International Financial Reporting Standards (“IFRS”), then the applicable references in this Agreement to GAAP or Generally Accepted Accounting Principles may be interpreted to mean IFRS, but only if CIBC has consented to such change.

“Investment” means, with respect to any person, any direct or indirect investment in or purchase or other acquisition of the securities of or any equity interest in any other person, any loan or advance to, or arrangement for the purpose of providing funds or credit to (excluding extensions of trade credit in the ordinary course of business in accordance with customary commercial terms), or capital contribution to, any other person, or any purchase or other acquisition of all or substantially all of the property of any other person.

“Lien” includes without limitation a mortgage, charge, lien, security interest or encumbrance of any sort on any property or asset, and includes conditional sales contracts, title retention agreements, capital trusts and capital leases.

“Loan” means any advance of moneys made by CIBC to the Borrower under this Agreement and, where the context permits or requires, includes Bankers Acceptances, Letters of Credit, equipment leases, credit cards and all other forms of credit provided by CIBC to the Borrower under this Agreement.

“Loan Document” means this Agreement, the Security and all other deeds, certificates, instruments, agreements and other documents delivered to or obtained by CIBC in connection with any of the foregoing but for the purposes of Sections 11 and 13 of this Schedule shall exclude Swap Agreements.

“Material Adverse Effect” means a material adverse effect on the business, property, condition (financial or otherwise) or prospects of the Borrower and its Subsidiaries, considered as a whole, or a material adverse effect on the ability of any of the Borrower and its Subsidiaries to perform its obligations under any of this Agreement and the Security to which it is a party.

“Normal Course Lien” means, at any time, the following:

- i. Liens for taxes not overdue, or which are being contested if adequate reserves with respect thereto are maintained by the Borrower and its Subsidiaries in accordance with GAAP and the enforcement of any related Lien is stayed;
- ii. undetermined or inchoate Liens arising in the ordinary course of business which relate to obligations not overdue or a claim for which has not been filed or registered pursuant to applicable law;
- iii. carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s, construction or other similar Liens arising in the ordinary course of business which relate to obligations not overdue;
- iv. easements, rights of way, restrictions and other similar encumbrances incurred in the ordinary course of business which, in the aggregate, are not substantial in amount, and which do not in

any case materially detract from the value of the property subject thereto or interfere with the ordinary conduct of the business of the Borrower or its Subsidiaries;

- v. zoning and building by-laws and ordinances and municipal by laws and regulations so long as the same are complied with;
- vi. statutory Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation;
- vii. the reservations and exceptions contained in, or implied by statute in, the original disposition from the Crown and grants made by the Crown of interests so reserved or excepted;
- viii. Liens created by the Security; and
- ix. Liens in respect of which CIBC has given its specific written consent.

"Officer's Certificate" means a certificate, in form satisfactory to CIBC, signed by a senior officer of the Borrower.

"Operating Account" means a Canadian dollar account or US dollar account or such other account, in each case as is agreed upon by the Borrower and CIBC from time to time for the purposes hereof.

"Priority Claims" means, at any time, any liability of any of the Borrower and its Subsidiaries that ranks, in right of payment in any circumstances, equal to or in priority to any liability of the Borrower or such Subsidiary to CIBC, and may include unpaid wages, salaries and commissions, unremitted source deductions for vacation pay, arrears of rent, unpaid taxes, amounts owed in respect of worker's compensation, amounts owed to unpaid vendors who have a right of repossession, and amounts owing to creditors which may claim priority by statute or under a Purchase Money Lien.

"Purchase Money Lien" means any Lien which secures a Purchase Money Obligation permitted by this Agreement, provided that such Lien is created not later than 30 days after such Purchase Money Obligation is incurred and does not affect any asset other than the asset financed by such Purchase Money Obligation.

"Purchase Money Obligation" means any Debt (including without limitation a capitalized lease obligation) incurred or assumed to finance all or any part of the acquisition price of any asset acquired by any of the Borrower and its Subsidiaries or to finance all or any part of the cost of any improvement to any asset of any of the Borrower and its Subsidiaries, provided that such obligation is incurred or assumed prior to or within 30 days after the acquisition of such asset or the completion of such improvement and does not exceed the lesser of the acquisition price payable by the Borrower or such Subsidiary for such asset or improvement and the fair market value of such asset or improvement; and includes any extension, renewal or refunding of any such obligation so long as the principal amount thereof outstanding on the date of such extension, renewal or refunding is not increased.

"Security" means, collectively, all of the items of security held by CIBC for the indebtedness and liabilities, or any part or parts thereof, of the Borrower to CIBC.

"Subsidiary" of any person means any other person of which shares or other equity units having ordinary voting power to elect a majority of the board of directors or other individuals performing comparable functions, or which are entitled to or represent more than 50% of the owners' equity or capital or entitlement to profits, are owned beneficially or controlled, directly or indirectly, by any one or more of such first person and the Subsidiaries of such first person, and shall include any other person in like relationship to a Subsidiary of such first person.

"Swap Agreement" means any arrangement or transaction between the Borrower (or any predecessor or Affiliate of the Borrower) and CIBC (or any Affiliate) which is an interest rate swap transaction, basis swap, forward interest rate transaction, commodity swap, interest rate option, forward foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency interest rate swap transaction, currency option or any other similar

transaction (including any option with respect to any of such transactions or arrangements) designed to protect or mitigate against risks in interest, currency exchange or commodity price fluctuations.

2. Interest rates; payments; calculations

2.1. **Interest Rates.** Interest is payable with respect to:

- i. excess amounts (provided that nothing herein shall be deemed to imply that the Borrower is entitled to obtain any such excess amount, or that the limit of a Credit is to be increased in any circumstance) above the limit of a Credit or a part of a Credit, as described in section 2.4 of this Schedule,
- ii. amounts that are not paid when due, at the Interest Rate Applicable to Credit Limit Excesses, and
- iii. any other amounts, at the rate specified in this Agreement.

2.2. **Variable interest.** Each variable interest rate provided for in this Agreement will change automatically, without notice, whenever the Prime Rate, the US Base Rate, applicable Bankers Acceptance Yield, applicable CORRA Rate, or applicable SOFR Rate, as the case may be, changes.

2.3. **Payment of interest.** Interest is calculated on the applicable balance at the end of each day. Interest is payable in arrears once a month on the day required by CIBC, unless otherwise specified in this Agreement.

2.4. **Interest Rate Applicable to Credit Limit Excesses.** To determine whether the Interest Rate Applicable to Credit Limit Excesses is to be charged, the following rules apply:

- a. The Interest Rate Applicable to Credit Limit Excesses will be charged on the amount that exceeds the limit of any particular Credit.
- b. If there are several parts of a Credit, the Interest Rate Applicable to Credit Limit Excesses will be charged if the limit of a particular part is exceeded. For example, if Credit A's limit is \$250,000, and the limit of one part of Credit A is \$100,000 and the limit of that part is exceeded by \$25,000, the Interest Rate Applicable to Credit Limit Excesses will be charged on that \$25,000 excess, even if the total amount outstanding under Credit A is less than \$250,000.
- c. To determine if the limit of a Credit has been exceeded, any amounts in a currency other than the currency in which the limit is designated will be converted into that currency, as described in section 2.11 of this Schedule.

2.5. **Interest on Overdue Amounts.** Except as otherwise specified herein, if any principal is not paid when due, such overdue principal will bear interest (as well after as before judgement), payable on demand, at the interest rate applicable to such principal prior to default, and interest will be payable on overdue interest (as well after as before judgement) at the same rate as is applicable to the related principal. If any amount is not paid by the Borrower when due and there is no interest otherwise applicable to such amount specified herein, such overdue amount will bear interest (as well after as before judgement), payable on demand, at a rate per annum equal at all times to the Prime Rate plus 5% (in the case of any such amount payable in Canadian dollars) or the US Base Rate plus 5% (in the case of any such amount payable in US dollars) from the date of non payment until paid in full.

2.6. **Reductions of Limit of Credits.** On or prior to each date on which the limit of any Credit is reduced, the Borrower will repay such outstanding amounts thereunder, if any, as are necessary so that, after giving effect to the repayment, the total of all amounts outstanding under such Credit does not exceed the limit as so reduced.

2.7. **Payments.** Except as otherwise expressly provided in this Schedule "A", if any payment is due on a day other than a Business Day, such payment will be due on the next Business Day.

- 2.8. **CIBC's pricing policy.** The fees, interest rates and other charges for the Borrower's banking arrangements with CIBC are dependent upon each other. Accordingly, if the Borrower cancels or does not follow through with, in the manner originally contemplated, any of these arrangements, CIBC reserves the right to require payment by the Borrower of increased or added fees, interest rates and charges as a condition of the continuation of the Borrower's banking arrangements.
- 2.9. **Calculations.** The following terms apply to all calculations under the Credits:
- CDOR, Federal Funds Rate, Bankers' Acceptance Yield, any CORRA Rate, any SOFR Rate, Prime Rate and US Base Rate shall be determined by CIBC if and whenever such determination is required for the purpose of this Agreement, and such determination by CIBC shall be conclusive evidence of such rate.
 - Except as provided in the next sentence, all interest and fees hereunder shall be computed on the basis of the actual number of days elapsed divided by 365. Interest on each SOFR Loan shall be computed on the basis of the actual number of days elapsed divided by 360. Any such applicable interest rate, expressed as an annual rate of interest for the purpose of the Interest Act (Canada), shall be equivalent to such applicable interest rate multiplied by the actual number of days in the calendar year in which the same is to be determined and divided by 365 or 360, as the case may be.
 - In calculating interest or fees payable hereunder for any period, unless otherwise specifically stated, the first day of such period shall be included and the last day of such period shall be excluded.
- 2.10. **CIBC's Records.** CIBC's loan accounting records will provide conclusive evidence of all terms and conditions of the Credits such as principal loan balances, interest calculations, and payment dates.
- 2.11. **Foreign Currency Conversion.** If it is necessary for any purpose relating to the Credits that an amount denominated in a currency other than Canadian dollars be expressed in or equated to an amount of Canadian dollars (such as, for example, to determine whether amounts denominated in US dollars that are outstanding under a Credit which has a limit specified in Canadian dollars exceed the limit of such Credit so as to make applicable the Interest Rate Applicable to Credit Limit Excesses), the applicable amount of Canadian dollars shall be determined by CIBC in accordance with its normal practice.
- 2.12. **Deemed Re Investment Principle.** For the purpose of the *Interest Act* (Canada) and any other purpose, the principle of deemed re-investment of interest is not applicable to any calculation under this Agreement, and the rates of interest and fees specified in this Agreement are intended to be nominal rates and not effective rates or yields.
- 2.13. **Certain Definitions.** If and whenever required for the purpose of this Agreement, the following terms have the following definitions:
- "CDOR" means, for any day, the average of the annual discount rates for bankers' acceptances denominated in Canadian dollars of certain banks named in Schedule 1 to the Bank Act (Canada) for a specified term and face amount that appears on the CDOR page of the Reuters Screen as of 10:00 a.m. on such day (or, if such day is not a Business Day, as of 10:00 a.m. on the next preceding Business Day).
- "Federal Funds Rate" means, for any day, an annual interest rate equal to the weighted average of the rates on overnight United States federal funds transactions with members of the Federal Reserve System arranged by United States federal funds brokers, as published for such day (or, if such day is not a business day in New York, for the next preceding business day in New York) by the Federal Reserve Bank of New York, or for any such business day on which such rate is not so published, the arithmetic average of the quotations for such day on such transactions received by CIBC from three United States federal funds brokers of recognized standing selected by it.

"Interest Rate Applicable to Credit Limit Excesses" means the annual interest rate generally established by CIBC from time to time for the purpose of calculating interest on overdrafts in accounts maintained with CIBC in Canada.

"Prime Rate" means a fluctuating annual interest rate equal at all times to the greater of (i) the reference rate of interest (however designated) of CIBC for determining interest chargeable by it on loans in Canadian dollars made in Canada and (ii) 1.05% per annum above the Term CORRA Rate for a CORRA Period of one (1) month from time to time.

"Prime Loan" means a loan with respect to which interest is calculated under this Agreement for the time being by reference to the Prime Rate.

"US Base Rate" means a fluctuating annual interest rate equal at all times to the greater of (i) the reference rate of interest (however designated) of CIBC for determining interest chargeable by it on loans in US dollars made in Canada, and (ii) 3/4 of 1% per annum above the Federal Funds Rate from time to time.

3. Notice of borrowing; notice of repayment; overdrafts

- 3.1. **Notice of Borrowing.** Whenever the Borrower desires to obtain any amount under a Credit (other than a loan by way of a permitted overdraft), it will give to CIBC irrevocable prior written notice (a "Notice of Borrowing") specifying the Credit under which such amount is to be obtained and the particulars of such amount including the term of any Bankers' Acceptances, the term of any CORRA Period or SOFR Period, the particulars of all maturing Bankers' Acceptances in the case of a rollover or conversion of Bankers' Acceptances, and the Business Day on which such amount is to be obtained. No amount shall be obtained if the term thereof or any CORRA Period or SOFR Period applicable thereto would mature beyond any scheduled repayment or reduction date for the applicable Credit and all or any part of such amount will be required to be repaid on such date. The amount to be obtained under any Credit at any time shall not exceed the undisbursed amount of that Credit at such time. CIBC will not be obliged to make available at any time SOFR Loans in an aggregate amount less than US \$1,000,000 or CORRA Loans in an aggregate amount less than \$500,000. A notice requesting any loan in an amount exceeding \$10,000,000 (other than a CORRA Loan) or US \$10,000,000 (other than a SOFR Loan) must be given not later than 10:00 a.m. on the Business Day preceding the applicable borrowing date; a notice requesting any Bankers' Acceptances in an amount exceeding \$10,000,000 must be given not later than 10:00 a.m. on the second Business Day preceding the applicable borrowing date; a notice requesting any Term CORRA Loan of any amount must be given not later than 10:00 am on the third Business Day preceding the applicable borrowing date; a notice requesting any Daily Compounded CORRA Loan of any amount must be given not later than 10:00 am on the second Business Day preceding the applicable borrowing date; and a notice requesting any SOFR Loan of any amount must be given not later than 10:00 a.m. on the third Business Day preceding the applicable borrowing date.
- 3.2. **Notice of Repayment.** Whenever the Borrower desires to make any repayment or repayments under one or more of the Credits in an aggregate amount exceeding \$10,000,000 (or an equivalent amount in any other currency) on any day, it will give to CIBC irrevocable written notice specifying the particulars of such repayment not later than 10:00 a.m. on the Business Day preceding the applicable repayment date.
- 3.3. **Overdrafts.** If the Borrower is entitled under any Credit to obtain loans in Canadian dollars or US dollars by way of overdraft, the debit balance in the Borrower's applicable Operating Account from time to time will be deemed to be a loan in Canadian dollars or US dollars, as the case may be, outstanding to the Borrower under such Credit and bearing interest as set out in this Agreement for loans in such currency under such Credit. If at any time the Borrower is a party to a cash concentration arrangement with CIBC, the amount of any overdraft from time to time in the Canadian dollar or US dollar concentration account of the Borrower established pursuant to such arrangement will also be deemed to be a loan in Canadian dollars or US dollars, as applicable, outstanding to the

Borrower under the applicable Credit and bearing interest as set out above on the basis of the Prime Rate or the US Base Rate, as the case may be.

4. Indemnities and Illegality

- 4.1. **Reserve Indemnity.** If subsequent to the date of this Agreement any change in or introduction of any applicable law, or compliance by CIBC with any request or directive by any central bank, superintendent of financial institutions or other comparable authority, shall subject CIBC to any tax with respect to the Credits or change the basis of taxation of payments to CIBC of any amount payable under the Credits (except for changes in the rate of tax on the overall net income of CIBC), or impose any capital maintenance or capital adequacy requirement, reserve requirement or similar requirement with respect to the Credits, or impose on CIBC, any other condition or restriction, and the result of any of the foregoing is to increase the cost to CIBC of making or maintaining the Credits or any amount thereunder or to reduce any amount otherwise received by CIBC under the Credits, CIBC will promptly notify the Borrower of such event and the Borrower will pay to CIBC such additional amount calculated by CIBC as is necessary to compensate CIBC for such additional cost or reduced amount received. A certificate of CIBC as to any such additional amount payable to it and containing reasonable details of the calculation thereof shall be conclusive evidence thereof.
- 4.2. **Currency Indemnity.** Interest and fees hereunder shall be payable in the same currency as the principal to which they relate. Any payment on account of an amount payable in a particular currency (the "proper currency") made to or for the account of CIBC in a currency (the "other currency") other than the proper currency, whether pursuant to a judgement or order of any court or tribunal or otherwise and whether arising from the conversion of any amount denominated in one currency into another currency for any purpose, shall constitute a discharge of the Borrower's obligation only to the extent of the amount of the proper currency which CIBC is able, in the normal course of its business within one Business Day after receipt by it of such payment, to purchase with the amount of the other currency so received. If the amount of the proper currency which CIBC is able to purchase is less than the amount of the proper currency due to CIBC, the Borrower shall indemnify and save CIBC harmless from and against any loss or damage arising as a result of such deficiency.
- 4.3. **Tax Indemnity.** All payments by the Borrower under this Agreement shall be made free and clear of, and without reduction for or on account of, any present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, other than taxes imposed on the overall net income of CIBC or franchise taxes, taxes on doing business or taxes measured by the capital or net worth of CIBC (collectively "Excluded Taxes"), now or hereafter imposed, levied, collected, withheld or assessed by any country or any political subdivision thereof (collectively "Taxes"); provided, however, that if any Taxes are required to be withheld from any interest or other amount payable to the CIBC hereunder, the amount so payable to the CIBC shall be increased to the extent necessary to yield to CIBC, on a net basis after payment of all Taxes and after payment of all Excluded Taxes imposed by any relevant jurisdiction on any additional amounts payable under this section, interest or any such other amount payable hereunder at the rate or in the amount specified in this Agreement. The Borrower shall be fully liable and responsible for and shall, promptly following receipt of a request from CIBC, pay to CIBC any and all sales, goods and services taxes payable under the laws of Canada or any political subdivision thereof with respect to any and all goods and services made available hereunder to the Borrower by CIBC, and such taxes shall be included in the definition of "Taxes" for all purposes hereof. Whenever any Taxes are payable by the Borrower, as promptly as possible thereafter it shall send to CIBC, a certified copy of an original official receipt showing payment thereof. If the Borrower fails to pay any Taxes when due or fails to remit to CIBC as aforesaid the required documentary evidence thereof, the Borrower shall indemnify and save harmless CIBC from any incremental taxes, interest, penalties or other liabilities that may become payable by CIBC or to which CIBC may be subjected as a result of any such failure. A certificate of CIBC as to the amount of any such taxes, interest or penalties and containing reasonable details of the calculation thereof shall be *prima facie* evidence thereof.

- 4.4. **Default Indemnity.** The Borrower shall indemnify and save harmless CIBC from all claims, demands, liabilities, damages, losses, costs, charges and expenses, including any loss or expense arising from interest or fees payable by CIBC to lenders of funds obtained by it in order to make or maintain any amount under the Credits and any loss or expense incurred in liquidating or re-employing deposits from which such funds were obtained, which may be incurred by CIBC as a consequence of (i) default by the Borrower in the payment when due of any amount hereunder or the occurrence of any other default relative to any of the Credits, (ii) default by the Borrower in obtaining any amount after the Borrower has given notice hereunder that it desires to obtain such amount, (iii) default by the Borrower in making any optional repayment of any amount after the Borrower has given notice hereunder that it desires to make such repayment, or (iv) the repayment by the Borrower of any CORRA Loan or SOFR Loan otherwise than on the expiration of any applicable CORRA Period, SOFR Period, interest payment date or maturity or final payment date, as the case may be, or the repayment of any loan on which interest is payable at a fixed annual rate otherwise than on the expiration of the fixed interest rate period applicable thereto, or the repayment of any other amount otherwise than on any specified maturity date thereof. A certificate of CIBC as to any such loss or expense and containing reasonable details of the calculation thereof shall be prima facie evidence thereof.
- 4.5. **Material Change in Financial Markets.** If any material change has occurred, or would reasonably be expected to occur, in the financial, banking or capital markets generally in Canada (as determined by CIBC in good faith in its discretion) and the effect of which is to (or would reasonably be expected to) reduce the rate of return on CIBC's capital from, or increase the cost to CIBC of, making or maintaining any Credit or any amount thereunder or reduce any amount otherwise received by CIBC under any Credit, then CIBC will promptly notify the Borrower of such event or circumstances and the Borrower will pay to CIBC such additional amount calculated by CIBC as is necessary to compensate CIBC for such reduction in rate of return, additional cost or reduced amount received. A certificate of CIBC as to any such additional amount payable to it and containing reasonable details of the calculation thereof shall be conclusive evidence thereof.
- 4.6. **Illegality.** If CIBC determines that any applicable law has made it unlawful, or that any domestic or foreign court or government or governmental authority has asserted that it is unlawful, for CIBC or its applicable lending office to make, maintain or fund Loans whose interest is determined by reference to any applicable CORRA Rate or SOFR Rate, or to determine or charge interest rates based upon any applicable CORRA Rate or SOFR Rate, then, upon written notice thereof by CIBC to the Borrower, (a) any obligation of CIBC to make or maintain the affected CORRA Loans or SOFR Loans, as the case may be, and any right of the Borrower to borrow or continue the affected CORRA Loans, or SOFR Loans, as the case may be, shall be suspended, and (b) unless otherwise specified in the notice to the Borrower, the interest on each affected CORRA Loan or SOFR Loan, as the case may be, shall forthwith cease to be calculated on the basis of the applicable CORRA Rate or SOFR Rate, as the case may be, and shall commence to be calculated (i) in the case of an affected CORRA Loan, on the basis of the Prime Rate (or, if the affected CORRA Rate is a term CORRA Rate, then at the discretion of CIBC, a daily CORRA Rate) or (ii) in the case of an affected SOFR Loan, on the basis of the US Base Rate (or if the affected SOFR Rate is a term SOFR Rate, then at the discretion of CIBC, a daily SOFR Rate). The Borrower will not be entitled to obtain any affected CORRA Loan or SOFR Loan, as the case may be, from, or maintain any existing affected CORRA Loan or SOFR Loan, as the case may be, with, CIBC so long as any such condition shall continue to exist, and any Loan that would otherwise have been made or maintained (x) in the case of an affected CORRA Loan, shall instead be made or maintained as a Loan in Canadian Dollars bearing interest on the basis of the Prime Rate (or, if the affected CORRA Rate is a term CORRA Rate, then at the discretion of CIBC, a daily CORRA Rate) or (y) in the case of an affected SOFR Loan, shall instead be made or maintained as a Loan in US Dollars bearing interest on the basis of the US Base Rate (or if the affected SOFR Rate is a term SOFR Rate, then at the discretion of CIBC, a daily SOFR Rate). Upon any such conversion of an affected CORRA Loan or SOFR Loan, the Borrower shall also pay any additional amounts required pursuant to Section 11.3 or 13.3 of this Schedule.

5. Conditions precedent

5.1. Conditions precedent to the initial amount

CIBC shall not be obliged to make available the initial amount under the Credits unless:

- a. CIBC shall have received the Security, which shall have been duly registered and filed as required hereby.
- b. CIBC shall have received such financial and other information relating to the Borrower and its Subsidiaries, and any guarantor, as it shall have reasonably requested.
- c. CIBC shall have received confirmation of all insurance maintained by the Borrower and its Subsidiaries, and such insurance shall comply with the requirements of this Agreement.
- d. The Borrower shall have paid to CIBC all fees and other amounts which shall have become due and payable by it to CIBC on or prior to the initial borrowing date.
- e. The following documents in form, substance and execution acceptable to CIBC shall have been delivered to CIBC:
 - i. a certified copy of the constating documents and by laws of each of the Borrower and its Subsidiaries, and of each corporate guarantor, and of all corporate proceedings taken and required to be taken by each of them to authorize the execution and delivery of such of this Agreement and the Security to which it is a party and the performance of the transactions by it contemplated therein;
 - ii. a certificate of incumbency for each of the Borrower and its Subsidiaries, and for each corporate guarantor, setting forth specimen signatures of the persons authorized to execute such of this Agreement and the Security to which it is a party;
 - iii. such legal opinions addressed to CIBC relative to the Borrower, this Agreement and the Security as CIBC may require; and
 - iv. such other documents relative to this Agreement and the transactions contemplated herein as CIBC may reasonably require.

5.2. Conditions precedent to all amounts

CIBC shall not be obliged to make available any amount under the Credits unless:

- a. CIBC shall have received any applicable Notice of Borrowing.
- b. On the applicable borrowing date the Borrower shall not have failed to observe or perform any of its covenants in this Agreement, and the Borrower shall have delivered to CIBC, if so requested by CIBC, an Officers' Certificate to such effect.
- c. The representations and warranties contained in this Agreement shall be true on and as of the applicable borrowing date with the same effect as if such representations and warranties had been made on and as of the applicable borrowing date, and the Borrower shall have delivered to CIBC, if so requested by CIBC, an Officers' Certificate to such effect.
- d. All other conditions specified herein, to the extent not previously satisfied for any reason, other shall have been satisfied.
- e. In respect of any amount that would result in the aggregate amount outstanding under the Credits being increased, there shall not have occurred subsequent to the date of last annual financial statements of the Borrower, in the opinion of CIBC, any event which (individually or with any other events) has had, or which has a reasonable possibility of having, a Material Adverse Effect.

6. Representations and warranties

- 6.1. **Representations and warranties.** To induce CIBC to establish and maintain the Credits, the Borrower represents and warrants as follows:
- a. Each of the Borrower and its Subsidiaries has all necessary power and authority to own its property, to carry on the business carried on by it, to enter into and perform its obligations under such of this Agreement and the Security to which it is a party, and in the case of the Borrower to obtain amounts under the Credits. Each of the Borrower and its Subsidiaries is in compliance with all applicable laws except to the extent that the failure to comply therewith would not, in the aggregate, have, or reasonably be expected to have, a Material Adverse Effect.
 - b. The Borrower has taken all action necessary to be taken to authorize the execution and delivery of and the performance of its obligations under this Agreement and the Security, and the obtaining of amounts under the Credits. Except as has been obtained and is in full force and effect, no consent, waiver or authorization of, or filing with or notice to, any person is required to be obtained in connection with the execution and delivery of and the performance by each of the Borrower and its Subsidiaries of its obligations under this Agreement and the Security, or the obtaining by the Borrower of amounts under the Credits. This Agreement and the Security have been duly executed and delivered by each of the Borrower and its Subsidiaries as are parties thereto, and constitute the legal, valid and binding obligation of each of them enforceable in accordance with their terms.
 - c. The execution and delivery by the Borrower and its Subsidiaries of this Agreement and the Security and the performance by them of their obligations thereunder, and the obtaining by the Borrower of amounts under the Credits, will not conflict with or result in a breach of any applicable law, and will not conflict with or result in a breach of or constitute a default under, or permit the termination of, or cause any material right of any of the Borrower and its Subsidiaries to be adversely affected under, any of the provisions of its constating documents or by laws or any agreement, permit, instrument, judgement, injunction or other contractual obligation to which it is a party or by which it is bound, or result in the creation or imposition of any Lien (other than the Security) upon any of its property or assets.
 - d. Except as disclosed in writing by the Borrower to CIBC prior to the date of this Agreement with specific reference to this paragraph or, with respect to events occurring subsequent to the date of this Agreement, as the Borrower has otherwise disclosed in writing to CIBC with specific reference to this paragraph, there is no action, suit or proceeding (whether or not purportedly on behalf of any of the Borrower and its Subsidiaries) pending or, to the knowledge of the Borrower, threatened, against or affecting any of its Borrower and its Subsidiaries before any court or before or by any governmental department, commission or agency, in Canada or elsewhere, or before any arbitrator or board, and none of the Borrower and its Subsidiaries is in default with respect to any order or award of any arbitrator or government department, commission or agency.
 - e. The Borrower has delivered to CIBC a true and complete copy of its most recent financial statements, and such financial statements present fairly the financial position of the Borrower, in accordance with GAAP, as of the date thereof and for the fiscal period then ended. All financial statements of the Borrower delivered by the Borrower to CIBC after the date of this Agreement will present fairly the financial position of the Borrower, in accordance with GAAP, as of the dates thereof and for the fiscal periods then ended.
 - f. Since the date of the most recent financial statements of the Borrower delivered to CIBC, there has occurred no event which (individually or with any other events) has had, or which may reasonably be expected to have, a Material Adverse Effect. The Borrower has not failed to observe or perform (beyond any period of grace permitted by CIBC) any of its covenants in this Agreement.

- g. Except as disclosed in writing by the Borrower to CIBC prior to the date of this Agreement with specific reference to this paragraph, to the best knowledge of the Borrower, (i) the business carried on and the property owned or used at any time by any of the Borrower and its Subsidiaries and their respective predecessors (including the lands owned or occupied by any of them and the waters on or under such lands) have at all times been carried on, owned or used in compliance with all environmental laws; (ii) none of the Borrower and its Subsidiaries is subject to any proceeding alleging the violation of any environmental law, and no part of its business or property is the subject of any proceeding to evaluate whether remedial action is needed as a result of the release from or presence of any hazardous substance on any lands owned or occupied by it; (iii) there are no circumstances that could reasonably be expected to give rise to any civil or criminal proceedings or liability regarding the release from or presence of any hazardous substance on any lands used in or related to the business or property of any of the Borrower and its Subsidiaries or on any lands on which any of the Borrower and its Subsidiaries has disposed or arranged for the disposal of any materials arising from the business carried on by it, or regarding the violation of any environmental law by any of the Borrower and its Subsidiaries or by any other person for which it is responsible; (iv) all hazardous substances disposed of, treated or stored on lands owned or occupied by any of the Borrower and its Subsidiaries have been disposed of, treated and stored in compliance with all environmental laws; (v) there are no proceedings and there are no circumstances or material facts which could give rise to any proceeding in which it is or could be alleged that any of the Borrower and its Subsidiaries is responsible for any domestic or foreign clean up or remediation of lands contaminated by hazardous substances or for any other remedial or corrective action under any environmental laws; (vi) each of the Borrower and its Subsidiaries has maintained all environmental and operating documents and records relating to its business and property in the manner and for the time periods required by any environmental laws and has never had conducted an environmental audit of its business or property; and (vii) the Borrower is not aware of any pending or proposed change to any environmental law which would render illegal or materially adversely affect its business or property.
- h. No representation or warranty made by the Borrower herein or in any other document furnished to CIBC from time to time contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements herein or therein, in light of the circumstances under which they are made, not misleading. All projections and pro forma information delivered to CIBC from time to time by the Borrower were prepared in good faith based on assumptions believed by the Borrower to be reasonable at the time of delivery. There is no fact known to the Borrower on the date of this Agreement which has had, or which has a reasonable possibility of having, a Material Adverse Effect.

- 6.2. **Survival.** All representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement and the obtaining of amounts under the Credits, and the delivery of each Notice of Borrowing and the obtaining of any amount under any Credit shall constitute a reaffirmation on and as of such delivery date and such borrowing date, in each case by reference to the then existing facts and circumstances, of all representations and warranties contained in this Agreement.

7. Financial covenants

- 7.1. **Calculation.** All financial covenants will be calculated including the Borrower and its Subsidiaries on a consolidated basis, and each amount derived from the Borrower's profit and loss statement shall be calculated as the total of such amount during the Borrower's four most recently completed fiscal quarters (or, if agreed upon by CIBC in its sole discretion, during the Borrower's most recently completed fiscal year), as shown in the Borrower's most recent financial statements delivered to CIBC.
- 7.2. **Certain definitions.** In this Agreement the following terms have the following meanings:

“Adjusted Debt Service Ratio” means, for any period, the ratio of the sum of (i) EBITDA for such period, (ii) all management bonuses and similar payments deducted in the calculation of such EBITDA but not paid out during such period (and with respect to which the entitlement to receive payment thereof has been postponed in a manner satisfactory to CIBC) and (iii) all management bonuses and similar payments deducted in the calculation of such EBITDA and paid out during such period, and which have then been loaned back to the Borrower during such period by way of Postponed Debt, to Debt Service Requirements all calculated on a consolidated basis.

“Capitalization” means Debt plus Shareholders’ Equity plus minority interest.

“Cash Interest Coverage Ratio” means the ratio of EBITDA to Interest Expense calculated on a consolidated basis.

“Current Assets” means assets that would be shown as current assets on a consolidated balance sheet of the Borrower prepared in accordance with GAAP, and would include such assets as cash, accounts receivable, inventory and other assets that are likely to be converted into cash, sold, exchanged or expended in the normal course of business within one year or less, but shall exclude for the purpose of this definition all amounts due from Affiliates.

“Current Liabilities” means liabilities that would be shown as current liabilities on a consolidated balance sheet of the Borrower prepared in accordance with GAAP, and would include such liabilities as Debt that is or will become payable within one year or one operating cycle, whichever is longer, accounts payable, accrued expenses and deferred revenue. For clarification purposes, only scheduled principal repayments of CIBC demand instalment loans will be included as Debt rather than the entire balance.

“Current Ratio” means the ratio of Current Assets to Current Liabilities.

“Debt” means, with respect to any person, (i) an obligation of such person for borrowed money, (ii) an obligation of such person evidenced by a note, bond, debenture or other similar instrument, (iii) an obligation of such person for the deferred purchase price of property or services, excluding trade payables and other accrued current liabilities incurred in the ordinary course of business in accordance with customary commercial terms, (iv) a capitalized lease obligation of such person, (v) a guarantee, indemnity, or financial support obligation of such person, determined in accordance with GAAP, (vi) an obligation of such person or of any other person secured by a Lien on any property of such person, even though such person has not otherwise assumed or become liable for the payment of such obligation, (vii) an obligation arising in connection with an acceptance facility or letter of credit issued for the account of such person, or (viii) a share in the capital of such person that is redeemable by such person either at a fixed time or on demand by the holder of such share (valued at the maximum purchase price at which such person may be required to redeem, repurchase or otherwise acquire such share).

“Debt to Capitalization” means the ratio of all Debt of the Borrower and its Subsidiaries on a consolidated basis, to Capitalization.

“Debt to EBITDA Ratio” means the ratio of all Debt of the Borrower and its Subsidiaries, to EBITDA all calculated on a consolidated basis.

“Debt Service Ratio” means the ratio of EBITDA to Debt Service Requirements on a consolidated basis.

“Debt Service Requirements” means (i) all permanent principal payments in respect of Debt made or required to be made during such period, (ii) Interest Expense for such period, and (iii) all dividends paid during such period on all preferred shares of the Borrower. For clarification purposes, only scheduled principal payments of CIBC demand instalment loans will be included in i) rather than the entire balance.

“Debt to Equity Ratio” means the ratio of all Debt of the Borrower and its Subsidiaries on a consolidated basis, to Shareholders’ Equity.

“Debt to Tangible Net Worth Ratio” means the ratio of all Debt of the Borrower and its Subsidiaries on a consolidated basis, to Tangible Net Worth.

“EBIT” means, for any period, Net Income for such period plus all amounts deducted in the calculation thereof on account of Interest Expense and income taxes.

“EBITDA” means, for any period, Net Income for such period plus all amounts deducted in the calculation thereof on account of Interest Expense, income taxes, depreciation and amortization.

“Effective Tangible Net Worth” means the sum of (i) Shareholders’ Equity less all amounts due from Affiliates and all Intangibles, and (ii) Postponed Debt.

“Intangible” includes without limitation such personal property as goodwill; copyrights, patents and trademarks; franchises; licences, leases; research and development costs; and deferred development costs.

“Interest Expense” means, for any period, the aggregate amount accrued (whether or not payable or paid) during such period in accordance with GAAP on account of (i) interest expense including amortization of debt discount and debt issuance costs, capitalized interest, standby fees, commissions, discounts and other fees and charges owed with respect to letters of credit and bankers’ acceptances and (ii) the interest expense components of all capitalized lease obligations.

“Net Income” means, for any period, the consolidated net income (loss) of the Borrower for such period, calculated in accordance with GAAP.

“Postponed Debt” means any Debt for borrowed money of any of the Borrower and its Subsidiaries that is incurred at such time as no failure by the Borrower to perform or observe any of its covenants in this Agreement is continuing or would be created by the incurrence thereof (to be evidenced by pro forma financial statements delivered to CIBC) and which has the following attributes: (i) no principal thereof is repayable so long as any amount is owed by the Borrower to CIBC (or until such earlier date as CIBC may agree upon in writing), (ii) no covenant with respect to such Debt is more onerous than or in addition to the covenants specified herein, and (iii) all rights of the holder of such Debt are postponed and subordinated to all rights of CIBC under or in respect of the Credits pursuant to a subordination agreement containing payment and non payment default standstills and other provisions satisfactory in form and substance to CIBC.

“Restricted Payments” means any payment by any person (i) of any dividends on any of its shares, (ii) on account of the purchase, redemption or other acquisition of any of its shares or any rights to acquire any such shares, or any other distribution in respect of any of its shares, (iii) of any principal, interest or other amount in respect of any Postponed Debt, or (iv) by way of gift or other gratuity or in an amount exceeding an arms length amount to any of its shareholders or affiliates or to any director or officer thereof.

“Senior Debt” means all Debt of the Borrower and its Subsidiaries, less all Postponed Debt.

“Senior Debt to EBITDA Ratio” means the ratio of Senior Debt to EBITDA on a consolidated basis.

“Senior Debt to Effective Tangible Net Worth Ratio” means the ratio of all Senior Debt of the Borrower and its Subsidiaries on a consolidated basis, to Effective Tangible Net Worth.

“Shareholders’ Equity” means the amount which would, in accordance with GAAP, then be included as shareholders’ equity on a consolidated balance sheet of the Borrower.

“Tangible Net Worth” means Shareholders’ Equity less all amounts that would be included on a consolidated balance sheet of the Borrower as amounts owed by any Affiliate of the Borrower or as Intangibles.

“Total Liabilities to Tangible Net Worth Ratio” means the ratio of all amounts that would be included as liabilities on a consolidated balance sheet of the Borrower, to Tangible Net Worth.

“Unfunded Capital Expenditures” means capital expenditures that are not specifically financed with long term Debt.

“Working Capital” means the excess of Current Assets over Current Liabilities.

8. Bankers' Acceptances

- 8.1. **Power of Attorney.** To facilitate the issuance of Bankers' Acceptances under the Credits, the Borrower appoints CIBC to execute, endorse and deliver on behalf of the Borrower drafts in the form or forms prescribed by CIBC for bankers' acceptances denominated in Canadian dollars (each such executed draft which has not yet been accepted by CIBC is referred to herein as a “Draft”). Each Bankers' Acceptance executed and delivered by CIBC on behalf of the Borrower as provided herein shall be binding upon the Borrower as if it had been executed and delivered by a duly authorized officer or officers of the Borrower.
- 8.2. **Drafts.** Notwithstanding the above section, the Borrower will from time to time provide to CIBC if so required by CIBC an appropriate number of Drafts drawn by the Borrower upon CIBC and payable and endorsed as specified by CIBC. The dates, maturity dates and face amounts of all Drafts delivered by the Borrower shall be left blank, to be completed by CIBC as required. All such Drafts shall be held by CIBC subject to the same degree of care as if they were such Lender's own property. CIBC will, upon written request by the Borrower, advise the Borrower of the number and designations, if any, of the Drafts of the Borrower then held by it. CIBC shall not be liable for its failure to accept a Draft as required hereby if the cause of such failure is, in whole or in part, due to the failure of the Borrower to provide appropriate Drafts to CIBC on a timely basis.
- 8.3. **Term and amount.** The term of all Bankers' Acceptances issued pursuant to any Notice of Borrowing must be identical. Each Bankers' Acceptance shall be in a face amount of \$100,000 or any whole multiple thereof, and the aggregate face amount of Bankers' Acceptances issued pursuant to any Notice of Borrowing must not be less than \$•. Each Bankers' Acceptance will be dated the date on which it is issued, and will be for a term of one, two, or three months or such other period as may be agreed to by CIBC.
- 8.4. **Calculation of fee.** The fee for any Bankers' Acceptance will be calculated, at the rate specified, on the basis of the face amount and term of such Bankers' Acceptance.
- 8.5. **Payment of fee.** Upon acceptance of a Draft the Borrower will pay to CIBC the related fee specified in this Agreement, and to facilitate payment CIBC will be entitled to deduct and retain for its own account the amount of such fee from the amount to be paid by CIBC to the Borrower as the purchase price for the resulting Bankers' Acceptance.
- 8.6. **Purchase by CIBC.** Each Bankers' Acceptance will be purchased by CIBC for a price which produces a yield thereon equal to the Bankers' Acceptance Yield then in effect. Such price will be credited by CIBC to the applicable Operating Account.
- 8.7. **No market.** If CIBC determines in good faith, which determination will be conclusive and binding on the Borrower, and so notifies the Borrower, that there does not exist at the applicable time a normal market in Canada for the purchase and sale of bankers' acceptances, then notwithstanding any other provision hereof any obligation of CIBC to purchase Bankers' Acceptances will be suspended until CIBC determines that such market does exist and gives notice thereof to the Borrower, and any Notice of Borrowing requesting Bankers' Acceptances will be deemed to be a Notice of Borrowing requesting Loans in Canadian dollars in a similar aggregate principal amount.
- 8.8. **Payment on maturity.** On the maturity of each Bankers' Acceptance the Borrower will pay to CIBC, for the account of the holder of such Bankers' Acceptance, Canadian dollars in an amount equal to the face amount of such Bankers' Acceptance. The obligation of the Borrower to make such payment

is absolute and unconditional, and will not be prejudiced by the fact that the holder of any such Bankers' Acceptance is CIBC. No days of grace may be claimed by the Borrower for the payment at maturity of any Bankers' Acceptance. If the Borrower does not make such payment, the amount of such payment shall be deemed to be a loan in Canadian dollars made to the Borrower by CIBC and payable on demand. The Borrower hereby confirms the application of the proceeds of such loan in payment of the liability of the Borrower with respect to the related Bankers' Acceptance.

- 8.9. **Cash collateralization.** If any Bankers' Acceptance is outstanding at any time that an Event of Default occurs, the Borrower will forthwith upon demand by CIBC pay to CIBC, for the account of the holder of such Bankers' Acceptance, Canadian dollars in an amount equal to the face amount thereof. Such funds shall be held by CIBC for payment of the liability of the Borrower in respect of such Bankers' Acceptance on the maturity thereof.
- 8.10. **Signatures on Drafts.** The signature of any duly authorized officer of the Borrower on a Draft may be mechanically reproduced in facsimile or other electronic form acceptable to CIBC, and all Drafts bearing such facsimile or electronic signature shall be binding upon the Borrower as if they had been manually signed by such officer, notwithstanding that such person whose manual, facsimile or electronic signature appears on such Draft may no longer hold office at the date thereof or at the date of acceptance of such Draft by CIBC or at any time thereafter.
- 8.11. **Undisbursed Credit.** For the purpose of calculating the undisbursed amount of any Credit and for any other relevant provision of this Agreement, the amount constituted by any Bankers' Acceptance shall be the face amount thereof.
- 8.12. **Certain definitions.** In this Agreement the following terms shall have the following meanings:
- "Bankers' Acceptance" or "B/A" means a Draft which has been accepted by CIBC pursuant to a Credit.
- "Bankers Acceptance Yield" means, with respect to any Bankers' Acceptance to be purchased by CIBC at any time, the annual yield resulting from the price at which CIBC is offering to purchase at such time bankers' acceptances accepted by it having a term identical to such Bankers' Acceptance and in a comparable face amount to the Bankers' Acceptances to be purchased by CIBC from the Borrower at such time.
- "face amount" means, with respect to any Bankers' Acceptance, the principal amount thereof payable on the maturity thereof.

9. Instalment Loans

- 9.1. **Instalment Loans.** The following terms apply to each Instalment Loan:
- a. **Non revolving Loans.** Unless otherwise stated in this Agreement, any Instalment Loan is non revolving. This means that any principal repayment is not available to be re borrowed, and permanently reduces the amount of such Instalment Loan.
 - b. **Floating Rate Instalment Loans.** Floating Rate Instalment Loans may have either (i) blended payments or (ii) payments of fixed principal amounts, plus interest, as described below:
 - i. **Blended payments.** If a Floating Rate Instalment Loan has blended payments, the amount of the monthly payments is fixed for the term of such Loan, but the interest rate will vary with changes in the Prime Rate, US Base Rate, Bankers Acceptance Yield, any CORRA Rate, or any SOFR Rate (as the case may be). If the applicable Prime Rate, US Base Rate, Bankers Acceptance Yield, CORRA Rate, or SOFR Rate (as the case may be) during any month is lower than it was at the outset, a larger portion of the monthly payment will be allocated to principal and as a result such Loan may be repaid prior to its original maturity. If, however, the applicable Prime Rate, US Base Rate, Bankers Acceptance Yield, CORRA Rate, or SOFR Rate (as the case may be) is higher than it was at the outset, the amount of principal

that is repaid will be reduced, and as a result there may remain principal outstanding on the original maturity date.

- ii. **Payments of principal plus interest.** If a Floating Rate Instalment Loan has specified principal payments, in addition to interest, such principal payments are due on each specified payment date. The interest payment is also due on the same date, and will usually be a different amount each month due to the reducing balance of the Loan, the number of days in the month, and changes in the applicable Prime Rate, US Base Rate, Bankers Acceptance Yield, CORRA Rate, or SOFR Rate (as the case may be) during the month and from month to month.
- c. **Prepayment.** Unless otherwise specified in this Agreement:
 - i. all or part of a Floating Rate Instalment Loan may be prepaid at any time without penalty; and
 - ii. all (but not part) of a Fixed Rate Instalment Loan may be prepaid provided that the Borrower also pays to CIBC, on the prepayment date, any amount determined by CIBC pursuant to clause 4.4(iv) of this Schedule.
- d. **Demand of Fixed Rate Instalment Loans.** Upon demand for payment of a Fixed Rate Instalment Loan the Borrower will pay to CIBC the prepayment fee specified in clause 10.1(c)(ii) above.
- e. **Certain definitions.** In this Agreement the following terms have the following meanings:

“Fixed Rate Instalment Loan” means an Instalment Loan with respect to which interest is payable at a fixed annual rate of interest (as opposed to being payable on the basis of the Prime Rate, the US Base Rate, Bankers Acceptance Yield, any CORRA Rate, or any SOFR Rate (as the case may be)).

“Floating Rate Instalment Loan” means an Instalment Loan with respect to which interest is payable on the basis of the Prime Rate, the US Base Rate, Bankers Acceptances Yield, any CORRA Rate, or any SOFR Rate (as the case may be).

“Instalment Loan” means a loan that is repayable either in fixed instalments of principal, plus interest, or in blended instalments of both principal and interest, and that (notwithstanding any such specified instalments) is repayable on demand by CIBC at any time if so specified in this Agreement.

10. CORRA and CORRA Loans

- 10.1. **Selection of CORRA Periods for Term CORRA Loans** The Borrower shall select a CORRA Period for each Term CORRA Loan made or to be made available to it by telephone notice (to be confirmed the same day in writing) or Electronic Communication received by CIBC not later than 10:00 a.m. on the third Business Day prior to the commencement of such CORRA Period. The first CORRA Period for each Term CORRA Loan will commence on (and include) the date of advance of such Term CORRA Loan, and each CORRA Period occurring thereafter for such Term CORRA Loan will commence on (and include) the last day of the immediately preceding CORRA Period for such Term CORRA Loan. Notwithstanding the foregoing:
- a. If CIBC has not received due notice of renewal of the CORRA Period for any outstanding Term CORRA Loan in accordance with the first sentence of this section, such Term CORRA Loan will be automatically converted on the expiry of such existing CORRA Period to a further Term CORRA Loan with a CORRA Period of the same tenor, or at the discretion of CIBC converted on the expiry of such existing CORRA Period to a Daily Compounded CORRA Loan or a Loan bearing interest on the basis of the Prime Rate and notice of which is given to the Borrower;
 - b. The last day of each CORRA Period shall be a Business Day and if not, the Borrower shall be deemed to have selected a CORRA Period the last day of which is the first Business Day following the last day of the CORRA Period selected by the Borrower, unless such first Business Day is in a succeeding calendar month, in which case, the last day of such CORRA Period shall be the immediately preceding Business Day;

- c. all CORRA Periods in effect at any time must end on not more than five different days.

10.2. Calculations and Interest Payment Dates. The following terms apply to all CORRA Loan calculations:

- a. The applicable CORRA Rate shall be determined by CIBC if and whenever such determination is required for the purpose of this Agreement, and such determination by CIBC shall be conclusive evidence of such rate. Each change in the applicable CORRA Rate shall apply automatically to change the applicable interest rate without notice to the Borrower.
- b. Interest on each CORRA Loan shall be computed on a daily basis upon the outstanding principal amount of such CORRA Loan as of the applicable date of determination for the actual number of days elapsed divided by 365.
- c. Interest on each Term CORRA Loan is payable in arrears on the last day of each CORRA Period applicable thereto.
- d. Interest on each Daily Compounded CORRA Loan is payable in arrears once a month (or such other period as may be agreed between the Borrower and CIBC) on the day required by CIBC, unless otherwise specified in this Agreement; provided that if any such date would be a day other than a Business Day, such date shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such date shall be the next preceding Business Day.

10.3. Prepayment. The Borrower shall provide to CIBC at least five (5) days prior written notice of any prepayment of a CORRA Loan and shall pay to CIBC all breakage costs suffered or incurred by CIBC if any Term CORRA Loan is repaid on a date other than the last day of its then current CORRA Period or if any Daily Compounded CORRA Loan is repaid on a date other than its interest payment date or maturity or final payment date, in each case as determined and calculated by CIBC in accordance with its customary practice.

10.4. Default. If, at any time there exists any failure by the Borrower (beyond any period of grace permitted by CIBC) to perform or observe any of its covenants in this Agreement, then, at the option of CIBC, (a) the Borrower will not be entitled to borrow any further CORRA Loans and all outstanding Notices of Borrowing for any CORRA Loan shall be deemed to be a request for a Loan in Canadian dollars in the same amount bearing interest on the basis of the Prime Rate, (b) in the case of all then outstanding Term CORRA Loans, on the last day of their respective then current CORRA Periods, the interest thereon shall cease to be calculated hereunder on the basis of the applicable CORRA Rate, and shall commence to be calculated on the basis of the Prime Rate, and (c) in the case of all then outstanding Daily Compounded CORRA Loans, on their immediately following interest payment date the interest thereon shall cease to be calculated on the basis of the applicable CORRA Rate and shall commence to be calculated on the basis of the Prime Rate.

10.5. Failure of CORRA. If at any time:

- a. CIBC determines (which determination shall be conclusive and binding absent manifest error) for any reason that CORRA or any applicable CORRA Rate cannot be determined pursuant to the definition thereof; or
- b. CIBC determines for any reason (which determination shall be conclusive and binding absent manifest error) that CORRA or any applicable CORRA Rate with respect to a CORRA Loan does not adequately and fairly reflect the cost to CIBC of funding or maintaining such CORRA Loan; or
- c. A Canadian Benchmark Transition Event has occurred and a Canadian Replacement Benchmark has not yet been chosen and implemented by CIBC in accordance with Section 10.6 below,

then CIBC shall be entitled to give notice thereof (by telephone to be confirmed the same day in writing or by Electronic Communication) to the Borrower. On the effective date of such notice, or in the case of any affected Term CORRA Loan, on the last day of the CORRA Period for such outstanding Term CORRA Loan occurring on or after the effective date of such notice, the interest on such CORRA Loan shall cease to be calculated on the basis of the affected CORRA Rate, and shall commence to be calculated on the basis of the Prime Rate (or, if the affected CORRA Rate is a term CORRA Rate, then at the discretion of CIBC, a daily CORRA Rate). Any Notice of Borrowing which has been delivered to CIBC requesting an affected CORRA Loan on a day on or subsequent to such notification date will be deemed to request instead a Loan in Canadian dollars in the same amount bearing interest on the basis of the Prime Rate (or, if the affected CORRA Rate is a term CORRA Rate, then at the discretion of CIBC, a daily CORRA Rate). The Borrower will not be entitled to obtain any affected CORRA Loan from CIBC so long as any of the circumstances set out in this Section continue to exist, and any Loan that would otherwise have been made by CIBC as an affected CORRA Loan shall instead be made as a Loan in Canadian Dollars bearing interest on the basis of the Prime Rate (or, if the affected CORRA Rate is a term CORRA Rate, then at the discretion of CIBC, a daily CORRA Rate).

During the period referenced in the foregoing sentence, if the affected CORRA Rate is a term CORRA Rate, then any component of Prime Rate based upon a term CORRA Rate will not be used in any determination of Prime Rate and the floor for Prime Rate will be the Daily Compounded CORRA from time to time plus 1.05% per annum.

- 10.6. **Discontinuance of Canadian Benchmark.** If at any time, on or prior to the setting of the then current Canadian Benchmark:
- a. CIBC determines (which determination shall be conclusive and binding absent manifest error) for any reason that such Canadian Benchmark (or the published component used in the calculation thereof) (and, in the case of a term rate, all Canadian Available Tenors of such Canadian Benchmark) has ceased or will cease to be available, permanently or indefinitely; or
 - b. CIBC determines (which determination shall be conclusive and binding absent manifest error) for any reason that such Canadian Benchmark (or the published component used in the calculation thereof) (and, in the case of a term rate, all Canadian Available Tenors of such Canadian Benchmark) are no longer, or as of a specified future date will no longer be, representative,

(each a “**Canadian Benchmark Transition Event**”), then CIBC shall be entitled to give notice thereof (by telephone to be confirmed the same day in writing or by Electronic Communication) to the Borrower.

If the Canadian Benchmark Transition Event relates to the Term CORRA Reference Rate, then on the last day of the CORRA Period for each outstanding Term CORRA Loan occurring on or after the effective date of such notice, the interest on such Term CORRA Loan shall cease to be calculated on the basis of a term CORRA Rate, and subject to Section 11.5(c), shall commence to be calculated at the option of CIBC (exercised in the notice of the occurrence of a Canadian Benchmark Transition Event or by further notice in writing to the Borrower) either (i) on the basis of a Daily Compounded CORRA Rate plus the margin set out in such notice or the attached letter agreement for Daily Compounded CORRA Loans, as the case may be, or (ii) the sum of: (A) the alternate benchmark rate that has been selected by CIBC and the Borrower giving due consideration to (1) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Cdn Governmental Body, or (2) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the affected CORRA Rate, (B) the related Canadian Replacement Benchmark Adjustment and (C) the margin agreed by CIBC and the Borrower (the replacement benchmark rate chosen by CIBC pursuant to the foregoing, the “**Canadian Replacement Benchmark**”).

If the Canadian Benchmark Transition Event relates to any Canadian Benchmark other than the Term CORRA Reference Rate, then on and after the effective date of such notice, the interest on the affected Loans shall cease to be calculated on the basis of such Canadian Benchmark and subject to Section 11.5(c), shall commence to be calculated at a rate equal to the sum of: (i) the alternate benchmark rate that has been selected by CIBC and the Borrower giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Cdn Governmental Body, or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to such Canadian Benchmark, (ii) the related Canadian Replacement Benchmark Adjustment and (iii) the margin agreed by CIBC and the Borrower (the replacement benchmark rate chosen by CIBC pursuant to the foregoing, also, a **"Canadian Replacement Benchmark"**).

If the Canadian Replacement Benchmark would at any time be less than the Canadian Floor, the Canadian Replacement Benchmark will be deemed to be the Canadian Floor for the purposes of this Agreement and the other Loan Documents.

Any Notice of Borrowing which has been delivered to CIBC requesting an affected Loan on a day on or subsequent to the effective date of such notification will be deemed to request instead a Loan in Canadian dollars in the same amount bearing interest on the basis of the Canadian Replacement Benchmark Rate. The Borrower will not be entitled to obtain any affected Loans from CIBC so long as any of the circumstances set out in this Section continue to exist, and any affected Loan that would otherwise have been made by CIBC shall instead be made as a Loan in Canadian Dollars bearing interest on the basis of the Canadian Replacement Benchmark.

10.7. **Canadian Benchmark Replacement.**

- a. Notwithstanding anything to the contrary in this Agreement or any other Loan Document, if a Canadian Benchmark Transition Event has occurred and notice of the Canadian Replacement Benchmark has been given to the Borrower and become effective, such Canadian Replacement Benchmark will replace the applicable Canadian Benchmark, for all purposes under this Agreement and every other Loan Document without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document except for the Canadian Replacement Benchmark Conforming Changes determined by CIBC to be necessary or desirable and written notice of which have been given to the Borrower.
- b. In connection with the implementation of a Canadian Replacement Benchmark, CIBC will have the right to make Canadian Replacement Benchmark Conforming Changes from time to time and, notwithstanding anything to the contrary in this Agreement or any other Loan Document, any amendments implementing such Canadian Replacement Benchmark Conforming Changes will become effective upon written notice to the Borrower without any further action or consent of any other party to this Agreement or any other Loan Document.

- 10.8. **Unavailability of any Tenor of a Canadian Benchmark.** Notwithstanding anything to the contrary in this Agreement or any other Loan Document, at any time the Canadian Benchmark for a Canadian Available Tenor (including the Term CORRA Reference Rate for any CORRA Period) (a) is not displayed on a screen or other information service that publishes such rate from time to time as selected by CIBC in its reasonable discretion or (b) the regulatory supervisor for the administrator of such Canadian Benchmark has provided a public statement or there has been publication of information announcing that such Canadian Available Tenor is or will be no longer representative, then (i) CIBC may provide written notice of such event to the Borrower and upon the effective date of such notice, such unavailable or un-representative Canadian Available Tenor will no longer be available to the Borrower and all applicable definitions will be amended to delete reference to such Canadian Available Tenor, without the consent, approval or any other action by any of the parties to this Agreement or any of the other Loan Documents, and (ii) if such Canadian Available Tenor subsequently becomes available or representative, then CIBC may, in its discretion, reinstate such Canadian Available Tenor under this Agreement by written notice to the Borrower.

10.9. Notices; Standards for Decisions and Determinations. CIBC will promptly notify the Borrower of (i) the implementation of any Canadian Replacement Benchmark, (ii) any occurrence of a Canadian Benchmark Transition Event, and (iii) the effectiveness of any Canadian Benchmark Replacement Conforming Changes. Any determination, decision or election that may be made by CIBC pursuant to this Section 11, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from any other party to this Agreement, except, in each case, as expressly required pursuant to this Section 11.

10.10. Certain Additional Definitions. In this Agreement the following terms have the following definitions:

“Canadian Available Tenor” means, as of any date of determination and with respect to the then-current Canadian Benchmark, as applicable, (x) if the then-current Canadian Benchmark is a term rate, any tenor for such Canadian Benchmark (or component thereof) that is or may be used in connection with or for determining the length of an interest payment period for such Canadian Benchmark pursuant to this Agreement as of such date (including, for certainty, each CORRA Period), or (y) otherwise, any payment period for interest calculated with reference to such Canadian Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Canadian Benchmark pursuant to this Agreement as of such date, but, for certainty, not including any tenor of such Canadian Benchmark that is then not available to the Borrower pursuant to the terms of this Agreement.

“Canadian Benchmark” means, initially, each of the Term CORRA Reference Rate and Daily Compounded CORRA Rate, as the case may be; provided that if a Canadian Benchmark Transition Event has occurred with respect to the Term CORRA Reference Rate, Daily Compounded CORRA Rate, or the then current Canadian Benchmark, then “Canadian Benchmark” means the applicable Canadian Replacement Benchmark to the extent that such Canadian Replacement Benchmark has replaced such prior benchmark rate. Any reference to “Canadian Benchmark” shall include, as applicable, the published component used in the calculation thereof.

“Canadian Floor” means zero or such other Canadian benchmark rate floor, if any, provided in this Agreement from time to time or by written notice to the Borrower.

“Canadian Replacement Benchmark” has the meaning set out in Section 10.6.

“Canadian Replacement Benchmark Adjustment” means, with respect to any replacement of the then-current Canadian Benchmark with a Canadian Benchmark Replacement (excluding, for certainty, any required spread adjustment), the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been agreed by CIBC and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Canadian Benchmark with the applicable Canadian Replacement Benchmark (excluding, for certainty, any required spread adjustment) by the Relevant Cdn Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Canadian Benchmark with the applicable Canadian Replacement Benchmark (excluding, for certainty, any required spread adjustment) for Canadian dollar-denominated syndicated or bilateral credit facilities at such time.

“Canadian Replacement Benchmark Conforming Changes” means, with respect to any Canadian Replacement Benchmark, any technical, administrative or operational changes (including changes to the definition of “Prime Rate,” the definition of “Business Day,” the definition of “CORRA Period,” available tenors, adjustments and margins, the timing and frequency of determining rates and making payments of fees and interest, timing of borrowing requests or prepayment, conversion or

continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters that CIBC decides may be appropriate to reflect the adoption and implementation of such Canadian Replacement Benchmark and to permit the administration thereof by CIBC in a manner substantially consistent with market practice (or, if CIBC decides that adoption of any portion of such market practice is not administratively feasible or if CIBC determines that no market practice for the administration of such Canadian Replacement Benchmark exists, in such other manner of administration as CIBC decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

“CORRA” means the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator).

“CORRA Loan” means a Term CORRA Loan or a Daily Compounded CORRA Loan, as the case may be.

“CORRA Period” means, subject to availability, any period of one (1) or three (3) months or, subject to availability, such other periods as may be agreed in writing (in the attached letter agreement or otherwise) by CIBC in its sole discretion.

“CORRA Rate” means any of a Daily Compounded CORRA Rate or a Term CORRA Rate, as the case may be.

“Daily Compounded CORRA Loan” means a loan with respect to which interest is calculated under this Agreement for the time being by reference to a Daily Compounded CORRA Rate.

“Daily Compounded CORRA Rate” means, for any day, daily compounded CORRA with interest accruing on a daily basis, with the methodology and conventions for this compounded rate (which will include compounding in arrears with a lookback of five (5) Business Days or such other lookback as may be established by CIBC) being established by CIBC in accordance with the methodology and conventions for this rate selected or recommended by the Relevant Cdn Governmental Body for determining compounded CORRA for business loans; provided that if CIBC decides that any such convention is not administratively feasible for CIBC, then CIBC may establish another convention in its reasonable discretion; and provided that if the administrator has not provided or published CORRA and a Canadian Benchmark Transition Event with respect to CORRA has not occurred, then, in respect of any day for which CORRA is required, references to CORRA will be deemed to be references to the last provided or published CORRA within the previous five (5) Business Days; and provided further that in the case of Daily Compounded CORRA Loans on which interest is calculated on the basis of a Daily Compounded CORRA Rate as so determined is less than the Canadian Floor, then the Daily Compounded CORRA Rate shall be deemed to be the Canadian Floor.

“Relevant Cdn Governmental Body” means the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto.

“Term CORRA Administrator” means Candean Benchmark Administration Services Inc., TSX Inc., or any successor administrator.

“Term CORRA Loan” means a loan with respect to which interest is calculated under this Agreement for the time being by reference to a Term CORRA Rate.

“Term CORRA Rate” means, for any calculation with respect to a Term CORRA Loan for a CORRA Period, the Term CORRA Reference Rate for such CORRA Period on the day (such day, the “Periodic Term CORRA Determination Day”) that is two (2) Business Days prior to the first day of such CORRA Period, as such rate is published by the Term CORRA Administrator; provided, however, that if as of 1:00 p.m. (Toronto time) on any Periodic Term CORRA Determination Day, the Term CORRA Reference Rate for the applicable tenor has not been published by the Term CORRA Administrator and a Canadian Replacement Benchmark Date with respect to the Term CORRA Reference Rate has not occurred, then the Term CORRA Rate will be the Term CORRA Reference

Rate for such tenor as published by the Term CORRA Administrator on the first preceding Business Day for which such Term CORRA Reference Rate for such tenor was published by the Term CORRA Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Periodic Term CORRA Determination Day; and provided further that in the case of Term CORRA Loans on which interest is calculated on the basis of the Term CORRA Rate as so determined is less than the Canadian Floor, then the Term CORRA Rate shall be deemed to be the Canadian Floor.

“Term CORRA Reference Rate” means the forward-looking term rate based on CORRA.



Sec. 17, FOIP

August 11, 2022

Town of Strathmore
One Park Lane Drive
Strathmore, AB
T1P 1K2

Attention: Mr. Pat Fule
Mr. Kevin Scoble
Mr. Kara Rusk

Dear Sir/Madam:

Re: Credit Facility

Canadian Imperial Bank of Commerce ("CIBC") is pleased to establish the following credit facilities in favour of the Town of Strathmore, (the "Borrower").

CREDIT FACILITY A: DEMAND INSTALMENT LOAN ([REDACTED])

Loan Amount: CDN \$1,333,333.00

Purpose: To allow for the purchase/construction of a Recreation Field House.

Description: A non-revolving Demand Instalment Loan facility by way of Banker's Acceptance (B/A).

Interest Rate: Canadian dollar Bankers Acceptances ("B/A"). CIBC's stamping fee for B/A's will be calculated at 0.65% per annum.

For clarity the total face amount of B/As outstanding at any time plus the amount of any Canadian dollar loans outstanding shall not at any time exceed the Loan Amount of Credit A.

Option: At Maturity The Borrower shall have the option:

- To notionally fix the market rate, by way of interest rate swap, the interest rate on the Instalment Loan for a period of up to 5 years.
- Canadian Dollar Loan

Repayment: All amounts under the Instalment Loan are repayable immediately on demand by CIBC, and this Credit may be terminated in whole or in part by CIBC at any time. Until demanded, the Instalment Loan shall be repaid as follows:

This facility is repayable by instalments as follows:
8 regular semi-annual payments of CDN\$66,666.67 each. You shall have the option to repay any principal amount of this loan at any time that a BA instrument has matured with the result being that the amortization of the loan will be reduced accordingly.

B/A's can only be repaid at maturity.

CREDIT FACILITY B: DEMAND INSTALMENT LOAN (Sec 23(1)(a), FOIP)

Loan Amount: CDN \$2,250,000.00

Purpose: To allow for the Purchasing of Land and Building for Municipal Purposes, Capital Improvements to the Aquatic Centre, Lambert Centre, Construction to Pathways, and Downtown Street improvements.

Description: A non-revolving Demand Instalment Loan facility by way of Banker's Acceptance (B/A).

Interest Rate: Canadian dollar Bankers Acceptances ("B/A"). CIBC's stamping fee for B/A's will be calculated at 0.65% per annum.

For clarity the total face amount of B/As outstanding at any time plus the amount of any Canadian dollar loans outstanding shall not at any time exceed the Loan Amount of Credit B.

Option: At Maturity The Borrower shall have the option:

- To notionally fix the market rate, by way of interest rate swap, the interest rate on the Instalment Loan for a period of up to 10 years.
- Canadian Dollar Loan

Repayment: All amounts under the Instalment Loan are repayable immediately on demand by CIBC, and this Credit may be terminated in whole or in part by CIBC at any time. Until demanded, the Instalment Loan shall be repaid as follows:

This facility is repayable by instalments as follows:
9 regular semi-annual payments of CDN\$75,000.00 each. You

shall have the option to repay any principal amount of this loan at any time that a BA instrument has matured with the result being that the amortization of the loan will be reduced accordingly.

B/A's can only be repaid at maturity

CREDIT FACILITY C: DEMAND INSTALMENT LOAN (Sec 23(1)(a), FOIP)

Loan Amount: CDN \$2,550,000.00

Purpose: To allow for the Purchasing of Land and Building for Municipal Purposes, Capital Improvements to the Aquatic Centre, Lambert Centre, Construction to Pathways, and Downtown Street improvements.

Description: A non-revolving Demand Instalment Loan by way of Banker's Acceptance (B/A).

Interest Rate: Canadian dollar Bankers Acceptances ("B/A"). CIBC's stamping fee for B/A's will be calculated at 0.65% per annum.

For clarity the total face amount of B/As outstanding at any time plus the amount of any Canadian dollar loans outstanding shall not at any time exceed the Loan Amount of Credit C.

Option: At Maturity The Borrower shall have the option:

- To notionally fix the market rate, by way of interest rate swap, the interest rate on the Instalment Loan for a period of up to 10 years.
- Canadian Dollar Loan

Repayment: All amounts under the Instalment Loan are repayable immediately on demand by CIBC, and this Credit may be terminated in whole or in part by CIBC at any time. Until demanded, the Instalment Loan shall be repaid as follows:

This facility is repayable by instalments as follows:
15 regular semi-annual payments of CDN\$75,000.00 each.

You shall have the option to repay any principal amount of this loan at any time that a BA instrument has matured with the result being that the amortization of the loan will be reduced accordingly.

B/A's can only be repaid at maturity

CREDIT FACILITY D: DEMAND INSTALMENT LOAN Sec 23(1)(a), FOIP

Loan Amount:	CDN \$5,147,275.00
Purpose:	To allow for the Purpose of Water Utility Main Replaces, and Upgrades Within the Water Utility Main Replacements, and Upgrades Within the Water Distribution System and Waste Water Collection System at Various Locations Within the Town of Strathmore, Along with Equipment Replacements and Upgrades Within The Waste Water Treatment Plant. Strathmore Commons Enhancements Including Pathways, Landscape Features and Amenities.
Description:	<p>A non-revolving demand credit facility under which the Borrower may obtain:</p> <ul style="list-style-type: none"> • a Canadian Dollar Loan; or • Banker's Acceptance (B/A).
Interest Rate:	<p>Interest on a Canadian dollar loan will be calculated at Prime Rate less 0.50% per annum.</p> <p>Canadian dollar Bankers Acceptances ("B/A"). CIBC's stamping fee for B/A's will be calculated at 0.65% per annum.</p> <p>For clarity the total face amount of B/As outstanding at any time plus the amount of any Canadian dollar loans outstanding shall not at any time exceed the Loan Amount of Credit D.</p>
Option:	<p>At Maturity The Borrower shall have the option:</p> <ul style="list-style-type: none"> • To notionally fix the market rate, by way of interest rate swap, the interest rate on the Instalment Loan for a period of up to 10 years. • Canadian Dollar Loan
Advances:	The Instalment Loan shall be available in one draw at close.
Repayment:	<p>All amounts under the Instalment Loan are repayable immediately on demand by CIBC, and this Credit may be terminated in whole or in part by CIBC at any time. Until demanded, the Instalment Loan shall be repaid as follows:</p> <p>This facility is repayable by instalments as follows: 14 regular semi-annual payments of CDN\$147,065.00 each. You shall have the option to repay any principal amount of this loan at any time that a BA instrument has matured with the result being that the amortization of the loan will be reduced accordingly.</p>

B/A's can only be repaid at maturity

CREDIT FACILITY E: DEMAND INSTALMENT LOAN Sec 23(1)(a), FOIP

Loan Amount:	CDN \$1,388,945.00
Purpose:	To allow for the Purpose of Upgrades within the Water Distribution System. Improvements to the Waste Water Collection System and Upgrades to the lift Stations at Various Locations within the Town of Strathmore. Equipment Replacement within Waste Water Treatment Plant and Storm Water Pond Outfall Upgrades.
Description:	<p>A non-revolving demand credit facility under which the Borrower may obtain:</p> <ul style="list-style-type: none"> • a Canadian Dollar Loan; or • Banker's Acceptance (B/A).
Interest Rate:	<p>Interest on a Canadian dollar loan will be calculated at Prime Rate less 0.50% per annum.</p> <p>Canadian dollar Bankers Acceptances ("B/A"). CIBC's stamping fee for B/A's will be calculated at 0.65% per annum.</p> <p>For clarity the total face amount of B/As outstanding at any time plus the amount of any Canadian dollar loans outstanding shall not at any time exceed the Loan Amount of Credit E.</p>
Option:	At maturity the Borrower shall have the option to notionally fix the market rate, by way of interest rate swap, the interest rate on the Instalment Loan for a period of up to 5 years.
Advances:	The Instalment Loan shall be available in one draw at close.
Repayment:	<p>All amounts under the Instalment Loan are repayable immediately on demand by CIBC, and this Credit may be terminated in whole or in part by CIBC at any time. Until demanded, the Instalment Loan shall be repaid as follows:</p> <p>This facility is repayable by instalments as follows: 15 regular semi-annual payments of CDN\$53,420.97 each. You shall have the option to repay any principal amount of this loan at any time that a BA instrument has matured with the result being that the amortization of the loan will be reduced accordingly.</p>

CREDIT FACILITY F: DEMAND HEDGING FACILITY

Credit Limit:	USD \$1,696,000.00
Purpose:	This Facility is to be used for : for your foreign currency requirements.
Description:	You may, at our discretion, enter into one or more spot, forward or other foreign exchange rate transactions with us and/or CIBC World Markets. Your ability to make use of this Facility will depend upon your outstanding obligations under such transactions, as determined by us. This is a demand Facility.
Repayment:	On demand and in accordance with any of our standard form foreign exchange contract documentation or such other documentation applicable to the foreign exchange contract.
Fees:	As advised by CIBC World Markets and in accordance with any documentation applicable to the foreign exchange contract.
Documentation:	As advised by CIBC World Markets.
Conditions:	As indicated in any applicable documentation governing the foreign exchange contract. You will not enter into any hedging agreement unless it is entered into for proper business or financial purposes in connection with conducting your business and it is entered into for purposes of hedging commodities, currencies or interest rate risks associated with outstanding indebtedness created, incurred or assumed by you. For greater certainty, you agree not to enter into any hedging agreements for speculative purposes of any kind whatsoever.

CREDIT FACILITY G: TERM LOAN

Sec 23(1)(a), FOIP

Loan Amount:	CDN \$204,000.00
Purpose:	This Facility is to be used for construction of a pathway and 125 metres of Edgeview Road adjoining the George Freeman School in Strathmore, Alberta.
Description	A non-revolving Demand Instalment Loan. Principal that is repaid is not available to be re-borrowed.
Rate:	Prime Rate less 0.50% per annum.

**Last Regular Scheduled
Payment Date:**

July 20, 2028

Repayment:

On demand. Until demand, this Facility is repayable as follows:

5 regular annual principal payments of CDN\$34,000.00 each, plus accrued interest payable annually.

The next regular instalment payment is due on July 20, 2023 and the last regular instalment payment plus any outstanding principal and interest and any other amount due but unpaid with respect to this Facility is due on the Last Regular Scheduled Payment Date.

You may only prepay this Facility in accordance with Schedule A.

CREDIT FACILITY H: TERM LOAN

Sec 23(1)(a), FOIP

Loan Amount:

CDN \$500,000.00

Purpose:

For the purpose of responding to current emergency needs and maintaining adequate working capital.

Description

A non-revolving Demand Instalment Loan. Principal that is repaid is not available to be re-borrowed.

Rate:

Prime Rate less 0.50% per annum.

**Last Regular Scheduled
Payment Date:**

April 22, 2023

Repayment:

On demand. Until demand, this Facility is repayable as follows:

1 regular annual principal payments of CDN\$500,000.00 each, plus accrued interest payable annually.

The next regular instalment payment is due on April 22, 2023 and the last regular instalment payment plus any outstanding principal and interest and any other amount due but unpaid with respect to this Facility is due on the Last Regular Scheduled Payment Date.

You may only prepay this Facility in accordance with Schedule A.

CREDIT FACILITY I: TERM LOAN (Sec 23(1)(a), FOIP)

Loan Amount:	CDN \$1,000,000.00
Purpose:	For the purpose of responding to current emergency needs and maintaining adequate working capital.
Description	A non-revolving Demand Instalment Loan. Principal that is repaid is not available to be re-borrowed.
Rate:	<p>Interest will be calculated at the indicative fixed rate of 1.077% for a 12 month term amortized over 36 months from the date the Facility is advanced.</p> <p>This indicative interest rate is for informational purposes only. The actual interest rate will be set by CIBC on the day of the Facility advance, unless CIBC has otherwise agreed to lock in a rate.</p>
Last Regular Scheduled Payment Date:	September 8, 2022
Repayment:	<p>On demand. Until demand, this Facility is repayable as follows:</p> <p>1 regular annual principal payments of CDN\$500,000.00 each, plus accrued interest payable annually.</p> <p>The last regular instalment payment is due on September 8, 2022 and any outstanding principal and interest and any other amount due, but unpaid with respect to this Facility, is due on the Last Regular Scheduled Payment Date.</p> <p>You may only prepay this Facility in accordance with Schedule A.</p>

CREDIT FACILITY J: TERM LOAN (Sec 23(1)(a), FOIP)

Loan Amount:	CDN \$1,401,000.00
Purpose:	For the purpose of interim funding of the Alberta Municipal

Sustainability Initiative Grant from the Province of Alberta.

Description	A non-revolving Demand Instalment Loan. Principal that is repaid is not available to be re-borrowed.
Rate:	Prime Rate less 0.50% per annum.
Last Regular Scheduled Payment Date:	May 28, 2025
Repayment:	<p>On demand. Until demand, this Facility is repayable as follows:</p> <p>3 regular annual principal payments of CDN\$467,000.00 each, plus accrued interest payable annually.</p> <p>The next regular instalment payment is due on May 28, 2023 and the last regular instalment payment plus any outstanding principal and interest and any other amount due but unpaid with respect to this Facility is due on the Last Regular Scheduled Payment Date.</p> <p>You may only prepay this Facility in accordance with Schedule A.</p>

CREDIT FACILITY K: DEMAND INSTALMENT LOAN (Sec 23(1)(a), FOIP)

Loan Amount:	CDN \$1,106,138.00
Purpose:	To allow for the purpose of water and sewer line replacements at various locations within the Town of Strathmore, storm water outfall improvements at Strathmore Lakes, waste water system and equipment replacements and upgrades within the waste water treatment plant and roadway improvements - Westmount Drive and Highway One
Description:	<p>A non-revolving demand credit facility under which the Borrower may obtain:</p> <ul style="list-style-type: none"> • a Canadian Dollar Loan; or • Banker's Acceptance (B/A).
Interest Rate:	<p>Interest on a Canadian dollar loan will be calculated at Prime Rate less 0.50% per annum.</p> <p>Canadian dollar Bankers Acceptances ("B/A"). CIBC's stamping fee for B/A's will be calculated at 0.65% per annum.</p>

For clarity the total face amount of B/As outstanding at any time plus the amount of any Canadian dollar loans outstanding shall not at any time exceed the Loan Amount of Credit K.

Option: At maturity the Borrower shall have the option to notionally fix the market rate, by way of interest rate swap, the interest rate on the Instalment Loan for a period of up to 10 years.

Advances: The Instalment Loan shall be available in one draw at close.

Repayment: All amounts under the Instalment Loan are repayable immediately on demand by CIBC, and this Credit may be terminated in whole or in part by CIBC at any time. Until demanded, the Instalment Loan shall be repaid as follows:

This facility is repayable by instalments as follows:
8 regular annual payments of CDN\$79,009.87 each. You shall have the option to repay any principal amount of this loan at any time that a BA instrument has matured with the result being that the amortization of the loan will be reduced accordingly.

CREDIT FACILITY L : TERM LOAN

Loan Amount: CDN \$537,000.00

Purpose: To undertake sidewalk improvements and ramp asphalt paving programme

Description: A non revolving Demand Installment Loan. Principle that is repaid is not available to be re borrowed

Rate: Prime Rate less 0.50% per annum.

Repayment: On demand. Until demand, this Facility is repayable as follows:

15 regular annual principal payments of CDN\$35,800.00 each, plus accrued interest payable annually.

You may only prepay this Facility in accordance with Schedule A.

CONDITIONS PRECEDENT

The obligation of CIBC to make available any Credit is subject to CIBC's receipt of the following, in form and substance satisfactory to CIBC:

Borrowing By-Law:

By-Laws from Town of Strathmore evidencing authority to enter into the credit facilities outlined herein and providing the new authorized Limit for the Town of Strathmore.

- Bylaw 16-21
- Bylaw 16-12
- Bylaw 18-16
- Bylaw 19-11
- Bylaw 19-20
- Bylaw 20-08
- Bylaw 20-09
- Bylaw 21-12
- Bylaw 22-07

Debt/Debt Service Limits:

In accordance with the Alberta Municipal Government Act, the debit limit and debt service limits of the borrower shall remain at all times in compliance with the current bylaws: •

- Bylaw 16-21
- Bylaw 16-12
- Bylaw 18-16
- Bylaw 19-11
- Bylaw 19-20
- Bylaw 20-08
- Bylaw 20-09
- Bylaw 21-12
- Bylaw 22-07

ISDA:

International Swaps and Derivatives Association ("ISDA") Master Agreement shall be received prior to entering into any interest rate swaps.

COVENANTS

Cross Default:

Without prejudice to our rights in respect of any Facility that is repayable on demand, a default of the terms and conditions of any credit facilities granted by any creditor (including without limitation CIBC) to you or any of your subsidiaries will constitute a default of the terms and conditions of these Facilities and CIBC will have the right to immediately demand repayment of all Facilities under this Letter.

Cross Default Borrower:

Town of Strathmore

Material Change: A material change is an adverse change in a borrowers business, including change in business and its operations, property, conditions (financial or otherwise), prospects or the ability to fulfill obligations under the credit agreement and or security to which it is a party will constitute a default under these Facilities and CIBC will have the right to immediately demand repayment of all Facilities under this Letter.

Material Adverse Effect: Without prejudice to our rights in respect of any Facility that is repayable on demand, if a Material Adverse Effect has occurred, this will constitute a default under these Facilities and CIBC will have the right to immediately demand repayment of all Facilities under this Letter.

REPORTING REQUIREMENTS

The Borrower will provide to CIBC:

Financial Statements: Audited annual financial statements within 180 days after fiscal year end, on an unconsolidated basis.

OTHER PROVISIONS

Schedule A: The attached Schedule A, which contains certain additional provisions applicable to the Credits, and certain definitions, forms part of this Agreement.

Replacements: This letter supersedes and replaces all prior discussions, letters and agreements (if any) describing the terms and conditions of any credit facility established by CIBC in favour of the Borrower.

Next Scheduled Review Date: We will review the credit by August 31, 2023. The terms above this Agreement will continue until amended or superseded by another agreement in writing.

Please indicate your acceptance of these terms by signing below and returning a copy to the undersigned no later than September 1, 2022

Yours truly,
CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
 Name: **Sec 17, FOIP**
 Title: Authorized signatory

Accepted this _____ day of _____, 2022

TOWN OF STRATHMORE

By: _____
 Name: Pat Fule
 Title: Mayor

Sec 17, FOIP

By: _____
 Name: Kevin Scoble
 Title: Chief Administrative Officer

By: _____
 Name: Kara Rusk
 Title: Director – Strategic, Administrative and Financial Services

SCHEDULE A - ADDITIONAL DEFINITIONS AND PROVISIONS

1. GENERAL

1.1 Use of Funds, Returns. The Borrower will use the Credits only for the purposes specified in this Agreement. The Borrower may not at any time exceed the limit of any Credit, and CIBC may, without notice to the Borrower, return any item that, if paid, would result in the limit of any Credit being exceeded. If, on the other hand, CIBC in its sole discretion elects to pay any such item, the Borrower will pay to CIBC immediately the amount by which the limit of the applicable Credit has been exceeded.

1.2 Notice of Failure. The Borrower will promptly notify CIBC of the occurrence of any failure to perform or observe any of its covenants in this Agreement.

1.3 Confidentiality. The terms of this Agreement are confidential between the Borrower and CIBC, and accordingly the Borrower will not disclose the contents of this Agreement to anyone except its professional advisors.

1.4 Applying money received. At any time that the Borrower has failed (beyond any period of grace permitted by CIBC) to perform or observe any of its covenants in this Agreement, all moneys received by CIBC from the Borrower or from any Security may be applied on such parts of the Borrower's liabilities to CIBC as CIBC may determine.

1.5 Right of Set-Off. At any time that the Borrower has failed (beyond any period of grace permitted by CIBC) to perform or observe any of its covenants in this Agreement, CIBC is authorized at any time to set-off and apply any deposits held by it and any other amounts owed by it to or for the credit of the Borrower against any and all of the obligations of the Borrower with respect to the Credits, irrespective of whether or not CIBC has made any demand and even though any such obligations may not yet be due and payable.

1.6 Registration of Security. The Security will be registered or filed in all jurisdictions and in all offices as CIBC considers necessary or advisable from time to time to create, perfect or protect any Lien created thereby.

1.7 Expenses. The Borrower will reimburse CIBC for all fees and out of pocket expenses (including fees and expenses of CIBC's solicitors and of any other experts and advisors hired by CIBC) incurred in preparing, registering and renewing any Security, in responding to requests from the Borrower for waivers, amendments and other matters, in enforcing CIBC's rights under this Agreement or any Security, and in discharging any Security.

1.8 Further information requirements. The Borrower will provide such further information about its business and its Subsidiaries as is reasonably requested by CIBC from time to time, and such information shall be in a form acceptable to CIBC.

1.9 Consent to release information. CIBC may from time to time give any credit or other information about the Borrower to, or receive such information from, (i) any financial institution, credit reporting agency, rating agency or credit bureau, (ii) any person, firm or corporation with whom the Borrower may have or proposes to have financial dealings, and (iii) any person, firm or corporation in connection with any dealings the Borrower has or proposes to have with CIBC.

The Borrower agrees that CIBC may use that information to establish and maintain the Borrower's relationship with CIBC and to offer any services as permitted by law, including services and products offered by CIBC's Subsidiaries when it is considered that this may be suitable to the Borrower.

1.10 Instructions by fax, phone and e-mail. The Borrower may deliver, and CIBC may accept, instructions by fax, telephone (including cellular phone) and internet e-mail ("Electronic Communication"), according to CIBC-approved procedures, which procedures may be limited to particular types of communications or services. Unless the Borrower expressly indicates otherwise, the Borrower agrees that CIBC may also communicate with the Borrower by e-mail or fax. This may include (i) CIBC sending confidential information to the Borrower, at the Borrower's request; or (ii) the Borrower sending confidential information to CIBC. An Electronic Communication may not be a secure means of communication and the Borrower assumes responsibility for the risks of using Electronic Communications including, without limitation, the possibility that an Electronic Communication is: intercepted by or sent to an unauthorized person, misunderstood, lost, delayed, or not received by CIBC at all. CIBC is entitled to rely upon any Electronic Communication from or purporting to be from the Borrower, as if such instructions were given in writing. However, CIBC may choose not to act upon an Electronic Communication if it believes that the Electronic Communication is unauthorized, incorrect or unclear. CIBC shall not be liable for, and the Borrower will indemnify and save CIBC harmless from, any claims, losses, damages, liabilities and expenses that CIBC incurs (other than those due to CIBC's gross negligence or wilful misconduct) including among other things all legal fees and expenses, arising from CIBC acting or declining to act on any of your Electronic Communications given under this Agreement. This indemnity is in addition to any other indemnity or assurance against loss provided by you to CIBC under this Agreement or otherwise.

1.11 Further Assurances. The Borrower will from time to time promptly upon request by CIBC do and execute all such acts and documents as may be reasonably required by CIBC to give effect to the Credits and the Security, and to any transfer pursuant to section 1.15 of this Schedule.

1.12 Insurance. The Borrower will keep all its assets and property insured (to the full insurable value) against loss or damage by fire and all other risks usual for similar property and for any other risks CIBC may reasonably require. If CIBC requests, these policies will include a loss payable clause (and with respect to mortgage security, a mortgagee clause) in favour of CIBC. As further security, the Borrower assigns all insurance proceeds to CIBC. The Borrower will provide to CIBC either the policies themselves or adequate evidence of their existence. If any insurance coverage for any reason stops, CIBC may (but shall have no obligation to) insure the property. Finally, the Borrower will notify CIBC immediately of any loss or damage to any of its property.

1.13 Environmental. The Borrower will, and will ensure that each of its Subsidiaries will, carry on its business, and maintain its assets and property in accordance with all applicable environmental, health and safety laws and regulations. If there occurs or occurred in the past any release, deposit, discharge or disposal of any substance that may cause any environmental harm or adverse environmental effect or that is or may be regulated by any law for the protection of the environment, human health or safety, (collectively, a "Discharge") in connection with the business or property of the Borrower or any of its Subsidiaries, and as a result CIBC suffers any

third party claim, legal obligation, loss, expense or damage whatsoever, the Borrower will reimburse CIBC, its directors, officers, employees and agents for any and all losses, damages, fines, costs and other amounts that result (including amounts spent conducting any necessary environmental assessments or investigations or defending any third party claims or proceedings, government demands or orders). If CIBC asks, the Borrower will defend any third party claims or proceedings, investigations or prosecutions brought against CIBC or any of its directors, officers, employees and agents in connection with any Discharge. The Borrower's obligation under this section continues even after all Credits have been repaid and this Agreement has terminated.

1.14 **Waiver.** No delay on the part of CIBC in exercising any right or privilege will operate as a waiver thereof, and no waiver of any failure or default will operate as a waiver thereof unless made in writing and signed by an authorized officer of CIBC, or will be applicable to any other failure or default.

1.15 **Assignment.** CIBC may assign, sell or participate (herein referred to as a “transfer”) all or any part of its rights and obligations under all or any of the Credits to any third party, and the Borrower agrees to sign any documents and take any actions that CIBC may reasonably require in connection with any such transfer. Upon completion of the transfer, the third party will have the same rights and obligations under this Agreement as if it were a party to it, with respect to all rights and obligations included in the transfer. The Borrower may not assign any of its rights or obligations under any of the Credits.

1.16 **Application to Subsidiaries.** The Borrower will ensure that each of its Subsidiaries complies with sections 1.11, 1.12 and 1.13 of this Schedule, as if the references to the Borrower therein were references to each such Subsidiary.

1.17 **Governing Law.** This Agreement shall be governed by the laws of Alberta, and the Borrower submits itself to the jurisdiction of any competent federal or provincial court in such jurisdiction.

1.18 **Counterparts.** This Agreement may be executed in one or more counterparts, and all of such counterparts shall constitute the same agreement.

1.19 **Certain Definitions.** In this Agreement the following terms have the following meanings:

“Affiliate” means, with respect to any person, any other person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such person, and includes any person in like relation to an Affiliate. A person shall be deemed to control another person if the first person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person, whether through the ownership of voting securities, by contract or otherwise.

“Agreement” means the attached letter agreement between CIBC and the Borrower, including this Schedule and any other Schedules thereto, as the same may be amended or supplemented from time to time.

“Business Day” means (i) with respect to any amount denominated in Canadian dollars and all matters pertaining thereto, any day excluding Saturday, Sunday and any day which is a legal holiday in Toronto, Canada; (ii) with respect to any amount denominated in US dollars (except as provided below) and all matters pertaining thereto, any day excluding Saturday, Sunday or any day which is a legal holiday in New York, U.S.A. or Toronto, Canada, and (iii) with respect to any LIBOR Loan and all matters pertaining thereto, any day which is a day for dealings by and between banks in US dollars in the London interbank market, excluding Saturday, Sunday or any day which is a legal holiday in London, England or New York, U.S.A. or Toronto, Canada.

“Compliance Certificate” means an Officer’s Certificate stating, as of the applicable date, (i) that the Borrower is not in default of the observance or performance of any of its covenants in this Agreement (or describing any default then existing), (ii) that all representations and warranties contained in this Agreement are true and accurate as if made on and as of such date (or describing any thereof that are not then true and accurate), (iii) the particulars and calculation of all financial covenants of the Borrower contained in this Agreement, and (iv) where applicable, the amount and particulars of calculation of Receivable Value, Inventory Value and Priority Claims, and the resulting maximum available amount and undrawn amount of any Credit, as of such date. Unless otherwise prescribed by CIBC, a Compliance Certificate shall be substantially in the form attached to this Schedule A.

“GAAP” means those accounting principles which are recognized as being generally accepted in Canada from time to time as set out in the handbook published by the Canadian Institute of Chartered Accountants. If the Borrower, or the party to which references to GAAP are intended to apply, has adopted International Financial Reporting Standards (“IFRS”), then the applicable references in this Agreement to GAAP or Generally Accepted Accounting Principles may be interpreted to mean IFRS, but only if CIBC has consented to such change.

“Investment” means, with respect to any person, any direct or indirect investment in or purchase or other acquisition of the securities of or any equity interest in any other person, any loan or advance to, or arrangement for the purpose of providing funds or credit to (excluding extensions of trade credit in the ordinary course of business in accordance with customary commercial terms), or capital contribution to, any other person, or any purchase or other acquisition of all or substantially all of the property of any other person.

“Lien” includes without limitation a mortgage, charge, lien, security interest or encumbrance of any sort on any property or asset, and includes conditional sales contracts, title retention agreements, capital trusts and capital leases.

“Material Adverse Effect” means a material adverse effect on the business, property, condition (financial or otherwise) or prospects of the Borrower and its Subsidiaries, considered as a whole, or a material adverse effect on the ability of any of the Borrower and its Subsidiaries to perform its obligations under any of this Agreement and the Security to which it is a party.

“Normal Course Lien” means, at any time, the following:

- (i) Liens for taxes not overdue, or which are being contested if adequate reserves with respect thereto are maintained by the Borrower and its Subsidiaries in accordance with GAAP and the enforcement of any related Lien is stayed;
- (ii) undetermined or inchoate Liens arising in the ordinary course of business which relate to obligations not overdue or a claim for which has not been filed or registered pursuant to applicable law;
- (iii) carriers', warehousemen's, mechanics', materialmen's, repairmen's, construction or other similar Liens arising in the ordinary course of business which relate to obligations not overdue;
- (iv) easements, rights-of-way, restrictions and other similar encumbrances incurred in the ordinary course of business which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the property subject thereto or interfere with the ordinary conduct of the business of the Borrower or its Subsidiaries;
- (v) zoning and building by-laws and ordinances and municipal by-laws and regulations so long as the same are complied with;
- (vi) statutory Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation;
- (vii) the reservations and exceptions contained in, or implied by statute in, the original disposition from the Crown and grants made by the Crown of interests so reserved or excepted;
- (viii) Liens created by the Security; and
- (ix) Liens in respect of which CIBC has given its specific written consent.

"Officer's Certificate" means a certificate, in form satisfactory to CIBC, signed by a senior officer of the Borrower.

"Operating Account" means Canadian dollar account of the Borrower with CIBC, or US dollar account of the Borrower with CIBC, or any such other account as is agreed upon by the Borrower and CIBC from time to time for the purposes hereof.

"Priority Claims" means, at any time, any liability of any of the Borrower and its Subsidiaries that ranks, in right of payment in any circumstances, equal to or in priority to any liability of the Borrower or such Subsidiary to CIBC, and may include unpaid wages, salaries and commissions, unremitted source deductions for vacation pay, arrears of rent, unpaid taxes, amounts owed in respect of worker's compensation, amounts owed to unpaid vendors who have a right of repossession, and amounts owing to creditors which may claim priority by statute or under a Purchase Money Lien.

"Purchase Money Lien" means any Lien which secures a Purchase Money Obligation permitted by this Agreement, provided that such Lien is created not later than 30 days

after such Purchase Money Obligation is incurred and does not affect any asset other than the asset financed by such Purchase Money Obligation.

“Purchase Money Obligation” means any Debt (including without limitation a capitalized lease obligation) incurred or assumed to finance all or any part of the acquisition price of any asset acquired by any of the Borrower and its Subsidiaries or to finance all or any part of the cost of any improvement to any asset of any of the Borrower and its Subsidiaries, provided that such obligation is incurred or assumed prior to or within 30 days after the acquisition of such asset or the completion of such improvement and does not exceed the lesser of the acquisition price payable by the Borrower or such Subsidiary for such asset or improvement and the fair market value of such asset or improvement; and includes any extension, renewal or refunding of any such obligation so long as the principal amount thereof outstanding on the date of such extension, renewal or refunding is not increased.

“Security” means, collectively, all of the items of security held by CIBC for the indebtedness and liabilities, or any part or parts thereof, of the Borrower to CIBC.

“Subsidiary” of any person means any other person of which shares or other equity units having ordinary voting power to elect a majority of the board of directors or other individuals performing comparable functions, or which are entitled to or represent more than 50% of the owners’ equity or capital or entitlement to profits, are owned beneficially or controlled, directly or indirectly, by any one or more of such first person and the Subsidiaries of such first person, and shall include any other person in like relationship to a Subsidiary of such first person.

2. **INTEREST RATES; PAYMENTS; CALCULATIONS**

2.1 **Interest Rates.** Interest is payable with respect to:

- (i) excess amounts (provided that nothing herein shall be deemed to imply that the Borrower is entitled to obtain any such excess amount, or that the limit of a Credit is to be increased in any circumstance) above the limit of a Credit or a part of a Credit, as described in section 2.4 of this Schedule,
- (ii) amounts that are not paid when due, at the Interest Rate Applicable to Credit Limit Excesses, and
- (iii) any other amounts, at the rate specified in this Agreement.

2.2 **Variable interest.** Each variable interest rate provided for in this Agreement will change automatically, without notice, whenever the Prime Rate or the US Base Rate, as the case may be, changes.

2.3 **Payment of interest.** Interest is calculated on the applicable balance at the end of each day. Interest is payable in arrears once a month on the day required by CIBC, unless otherwise specified in this Agreement.

2.4 **Interest Rate Applicable to Credit Limit Excesses.** To determine whether the Interest Rate Applicable to Credit Limit Excesses is to be charged, the following rules apply:

(a) The Interest Rate Applicable to Credit Limit Excesses will be charged on the amount that exceeds the limit of any particular Credit.

(b) If there are several parts of a Credit, the Interest Rate Applicable to Credit Limit Excesses will be charged if the limit of a particular part is exceeded. For example, if Credit A's limit is \$250,000, and the limit of one part of Credit A is \$100,000 and the limit of that part is exceeded by \$25,000, the Interest Rate Applicable to Credit Limit Excesses will be charged on that \$25,000 excess, even if the total amount outstanding under Credit A is less than \$250,000.

(c) To determine if the limit of a Credit has been exceeded, any amounts in a currency other than the currency in which the limit is designated will be converted into that currency, as described in section 2.11 of this Schedule.

2.5 Interest on Overdue Amounts. Except as otherwise specified herein, if any principal is not paid when due, such overdue principal will bear interest (as well after as before judgement), payable on demand, at the interest rate applicable to such principal prior to default, and interest will be payable on overdue interest (as well after as before judgement) at the same rate as is applicable to the related principal. If any amount is not paid by the Borrower when due and there is no interest otherwise applicable to such amount specified herein, such overdue amount will bear interest (as well after as before judgement), payable on demand, at a rate per annum equal at all times to the Prime Rate plus 5% (in the case of any such amount payable in Canadian dollars) or the US Base Rate plus 5% (in the case of any such amount payable in US dollars) from the date of non-payment until paid in full.

2.6 Reductions of Limit of Credits. On or prior to each date on which the limit of any Credit is reduced, the Borrower will repay such outstanding amounts thereunder, if any, as are necessary so that, after giving effect to the repayment, the total of all amounts outstanding under such Credit does not exceed the limit as so reduced.

2.7 Payments. If any payment is due on a day other than a Business Day, such payment will be due on the next Business Day.

2.8 CIBC's pricing policy. The fees, interest rates and other charges for the Borrower's banking arrangements with CIBC are dependent upon each other. Accordingly, if the Borrower cancels or does not follow through with, in the manner originally contemplated, any of these arrangements, CIBC reserves the right to require payment by the Borrower of increased or added fees, interest rates and charges as a condition of the continuation of the Borrower's banking arrangements.

2.9 Calculations. The following terms apply to all calculations under the Credits:

(a) CDOR, Federal Funds Rate, Bankers' Acceptance Yield, LIBO Rate, Prime Rate and US Base Rate shall be determined by CIBC if and whenever such determination is required for the purpose of this Agreement, and such determination by CIBC shall be conclusive evidence of such rate.

(b) Except as provided in the next sentence, all interest and fees hereunder shall be computed on the basis of the actual number of days elapsed divided by 365. Interest on each LIBOR Loan shall be computed on the basis of the actual number

of days elapsed divided by 360. Any such applicable interest rate, expressed as an annual rate of interest for the purpose of the *Interest Act* (Canada), shall be equivalent to such applicable interest rate multiplied by the actual number of days in the calendar year in which the same is to be determined and divided by 365 or 360, as the case may be.

- (c) In calculating interest or fees payable hereunder for any period, unless otherwise specifically stated, the first day of such period shall be included and the last day of such period shall be excluded.

2.10 CIBC's Records. CIBC's loan accounting records will provide conclusive evidence of all terms and conditions of the Credits such as principal loan balances, interest calculations, and payment dates.

2.11 Foreign Currency Conversion. If it is necessary for any purpose relating to the Credits that an amount denominated in a currency other than Canadian dollars be expressed in or equated to an amount of Canadian dollars (such as, for example, to determine whether amounts denominated in US dollars that are outstanding under a Credit which has a limit specified in Canadian dollars exceed the limit of such Credit so as to make applicable the Interest Rate Applicable to Credit Limit Excesses), the applicable amount of Canadian dollars shall be determined by CIBC in accordance with its normal practice.

2.12 Deemed Re-Investment Principle. For the purpose of the *Interest Act* (Canada) and any other purpose, the principle of deemed re-investment of interest is not applicable to any calculation under this Agreement, and the rates of interest and fees specified in this Agreement are intended to be nominal rates and not effective rates or yields.

2.13 Certain Definitions. If and whenever required for the purpose of this Agreement, the following terms have the following definitions:

"CDOR" means, for any day, the average of the annual discount rates for bankers' acceptances denominated in Canadian dollars of certain banks named in Schedule 1 to the *Bank Act* (Canada) for a specified term and face amount that appears on the CDOR page of the Reuters Screen as of 10:00 a.m. on such day (or, if such day is not a Business Day, as of 10:00 a.m. on the next preceding Business Day).

"Federal Funds Rate" means, for any day, an annual interest rate equal to the weighted average of the rates on overnight United States federal funds transactions with members of the Federal Reserve System arranged by United States federal funds brokers, as published for such day (or, if such day is not a business day in New York, for the next preceding business day in New York) by the Federal Reserve Bank of New York, or for any such business day on which such rate is not so published, the arithmetic average of the quotations for such day on such transactions received by CIBC from three United States federal funds brokers of recognized standing selected by it.

"Interest Rate Applicable to Credit Limit Excesses" means the annual interest rate generally established by CIBC from time to time for the purpose of calculating interest on overdrafts in accounts maintained with CIBC in Canada.

“Prime Rate” means a fluctuating annual interest rate equal at all times to the greater of (i) the reference rate of interest (however designated) of CIBC for determining interest chargeable by it on loans in Canadian dollars made in Canada and (ii) 3/4 of 1% per annum above the CDOR for 30-day bankers’ acceptances from time to time.

“US Base Rate” means a fluctuating annual interest rate equal at all times to the greater of (i) the reference rate of interest (however designated) of CIBC for determining interest chargeable by it on loans in US dollars made in Canada, and (ii) 3/4 of 1% per annum above the Federal Funds Rate from time to time.

3. NOTICE OF BORROWING; NOTICE OF REPAYMENT; OVERDRAFTS

3.1 **Notice of Borrowing.** Whenever the Borrower desires to obtain any amount under a Credit (other than a loan by way of a permitted overdraft), it will give to CIBC irrevocable prior written notice (a “Notice of Borrowing”) specifying the Credit under which such amount is to be obtained and the particulars of such amount including the term of any Bankers’ Acceptances, the term of any LIBOR Period, the particulars of all maturing Bankers’ Acceptances in the case of a rollover or conversion of Bankers’ Acceptances, and the Business Day on which such amount is to be obtained. No amount shall be obtained if the term thereof or any LIBOR Period applicable thereto would mature beyond any scheduled repayment or reduction date for the applicable Credit and all or any part of such amount will be required to be repaid on such date. The amount to be obtained under any Credit at any time shall not exceed the undisbursed amount of that Credit at such time. CIBC will not be obliged to make available at any time LIBOR Loans in an aggregate amount less than US \$1,000,000. A notice requesting any loan in an amount exceeding \$10,000,000 or US \$10,000,000 (other than a LIBOR Loan) must be given not later than 10:00 a.m. on the Business Day preceding the applicable borrowing date; a notice requesting any Bankers’ Acceptances in an amount exceeding \$10,000,000 must be given not later than 10:00 a.m. on the second Business Day preceding the applicable borrowing date; and a notice requesting any LIBOR Loan must be given not later than 10:00 a.m. on the third Business Day preceding the applicable borrowing date.

3.2 **Notice of Repayment.** Whenever the Borrower desires to make any repayment or repayments under one or more of the Credits in an aggregate amount exceeding \$10,000,000 (or an equivalent amount in any other currency) on any day, it will give to CIBC irrevocable written notice specifying the particulars of such repayment not later than 10:00 a.m. on the Business Day preceding the applicable repayment date.

3.3 **Overdrafts.** If the Borrower is entitled under any Credit to obtain loans in Canadian dollars or US dollars by way of overdraft, the debit balance in the Borrower’s applicable Operating Account from time to time will be deemed to be a loan in Canadian dollars or US dollars, as the case may be, outstanding to the Borrower under such Credit and bearing interest as set out in this Agreement for loans in such currency under such Credit. If at any time the Borrower is a party to a cash concentration arrangement with CIBC, the amount of any overdraft from time to time in the Canadian dollar or US dollar concentration account of the Borrower established pursuant to such arrangement will also be deemed to be a loan in Canadian dollars or US dollars, as applicable, outstanding to the Borrower under the applicable Credit and bearing interest as set out above on the basis of the Prime Rate or the US Base Rate, as the case may be.

4. INDEMNITIES

4.1 Reserve Indemnity. If subsequent to the date of this Agreement any change in or introduction of any applicable law, or compliance by CIBC with any request or directive by any central bank, superintendent of financial institutions or other comparable authority, shall subject CIBC to any tax with respect to the Credits or change the basis of taxation of payments to CIBC of any amount payable under the Credits (except for changes in the rate of tax on the overall net income of CIBC), or impose any capital maintenance or capital adequacy requirement, reserve requirement or similar requirement with respect to the Credits, or impose on CIBC or the London interbank market (in the case of any matter relating to any actual or requested LIBOR Loan), any other condition or restriction, and the result of any of the foregoing is to increase the cost to CIBC of making or maintaining the Credits or any amount thereunder or to reduce any amount otherwise received by CIBC under the Credits, CIBC will promptly notify the Borrower of such event and the Borrower will pay to CIBC such additional amount calculated by CIBC as is necessary to compensate CIBC for such additional cost or reduced amount received. A certificate of CIBC as to any such additional amount payable to it and containing reasonable details of the calculation thereof shall be conclusive evidence thereof.

4.2 Currency Indemnity. Interest and fees hereunder shall be payable in the same currency as the principal to which they relate. Any payment on account of an amount payable in a particular currency (the “proper currency”) made to or for the account of CIBC in a currency (the “other currency”) other than the proper currency, whether pursuant to a judgement or order of any court or tribunal or otherwise and whether arising from the conversion of any amount denominated in one currency into another currency for any purpose, shall constitute a discharge of the Borrower’s obligation only to the extent of the amount of the proper currency which CIBC is able, in the normal course of its business within one Business Day after receipt by it of such payment, to purchase with the amount of the other currency so received. If the amount of the proper currency which CIBC is able to purchase is less than the amount of the proper currency due to CIBC, the Borrower shall indemnify and save CIBC harmless from and against any loss or damage arising as a result of such deficiency.

4.3 Tax Indemnity. All payments by the Borrower under this Agreement shall be made free and clear of, and without reduction for or on account of, any present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, other than taxes imposed on the overall net income of CIBC or franchise taxes, taxes on doing business or taxes measured by the capital or net worth of CIBC (collectively “Excluded Taxes”), now or hereafter imposed, levied, collected, withheld or assessed by any country or any political subdivision thereof (collectively “Taxes”); provided, however, that if any Taxes are required to be withheld from any interest or other amount payable to the CIBC hereunder, the amount so payable to the CIBC shall be increased to the extent necessary to yield to CIBC, on a net basis after payment of all Taxes and after payment of all Excluded Taxes imposed by any relevant jurisdiction on any additional amounts payable under this section, interest or any such other amount payable hereunder at the rate or in the amount specified in this Agreement. The Borrower shall be fully liable and responsible for and shall, promptly following receipt of a request from CIBC, pay to CIBC any and all sales, goods and services taxes payable under the laws of Canada or any political subdivision thereof with respect to any and all goods and services made available hereunder to the Borrower by CIBC, and such taxes shall be included in the definition of “Taxes” for all purposes hereof. Whenever any Taxes are payable by the Borrower, as promptly as possible thereafter it shall send to CIBC, a certified copy of an original official receipt showing payment thereof. If the Borrower fails to pay any Taxes when due or fails to remit to

CIBC as aforesaid the required documentary evidence thereof, the Borrower shall indemnify and save harmless CIBC from any incremental taxes, interest, penalties or other liabilities that may become payable by CIBC or to which CIBC may be subjected as a result of any such failure. A certificate of CIBC as to the amount of any such taxes, interest or penalties and containing reasonable details of the calculation thereof shall be *prima facie* evidence thereof.

4.4 Default Indemnity. The Borrower shall indemnify and save harmless CIBC from all claims, demands, liabilities, damages, losses, costs, charges and expenses, including any loss or expense arising from interest or fees payable by CIBC to lenders of funds obtained by it in order to make or maintain any amount under the Credits and any loss or expense incurred in liquidating or re-employing deposits from which such funds were obtained, which may be incurred by CIBC as a consequence of (i) default by the Borrower in the payment when due of any amount hereunder or the occurrence of any other default relative to any of the Credits, (ii) default by the Borrower in obtaining any amount after the Borrower has given notice hereunder that it desires to obtain such amount, (iii) default by the Borrower in making any optional repayment of any amount after the Borrower has given notice hereunder that it desires to make such repayment, or (iv) the repayment by the Borrower of any LIBOR Loan otherwise than on the expiration of any applicable LIBOR Period, or the repayment of any loan on which interest is payable at a fixed annual rate otherwise than on the expiration of the fixed interest rate period applicable thereto, or the repayment of any other amount otherwise than on any specified maturity date thereof. A certificate of CIBC as to any such loss or expense and containing reasonable details of the calculation thereof shall be *prima facie* evidence thereof.

5. CONDITIONS PRECEDENT

5.1 Conditions Precedent to the Initial Amount

CIBC shall not be obliged to make available the initial amount under the Credits unless:

- (a) CIBC shall have received the Security, which shall have been duly registered and filed as required hereby.
- (b) CIBC shall have received such financial and other information relating to the Borrower and its Subsidiaries, and any guarantor, as it shall have reasonably requested.
- (c) CIBC shall have received confirmation of all insurance maintained by the Borrower and its Subsidiaries, and such insurance shall comply with the requirements of this Agreement.
- (d) The Borrower shall have paid to CIBC all fees and other amounts which shall have become due and payable by it to CIBC on or prior to the initial borrowing date.
- (e) The following documents in form, substance and execution acceptable to CIBC shall have been delivered to CIBC:
 - (x) a certified copy of the constating documents and by-laws of each of the Borrower and its Subsidiaries, and of each corporate guarantor, and of all

corporate proceedings taken and required to be taken by each of them to authorize the execution and delivery of such of this Agreement and the Security to which it is a party and the performance of the transactions by it contemplated therein;

- (xi) a certificate of incumbency for each of the Borrower and its Subsidiaries, and for each corporate guarantor, setting forth specimen signatures of the persons authorized to execute such of this Agreement and the Security to which it is a party;
- (xii) such legal opinions addressed to CIBC relative to the Borrower, this Agreement and the Security as CIBC may require; and
- (xiii) such other documents relative to this Agreement and the transactions contemplated herein as CIBC may reasonably require.

5.2 Conditions Precedent to All Amounts

CIBC shall not be obliged to make available any amount under the Credits unless:

- (a) CIBC shall have received any applicable Notice of Borrowing.
- (b) On the applicable borrowing date the Borrower shall not have failed to observe or perform any of its covenants in this Agreement, and the Borrower shall have delivered to CIBC, if so requested by CIBC, an Officers' Certificate to such effect.
- (c) The representations and warranties contained in this Agreement shall be true on and as of the applicable borrowing date with the same effect as if such representations and warranties had been made on and as of the applicable borrowing date, and the Borrower shall have delivered to CIBC, if so requested by CIBC, an Officers' Certificate to such effect.
- (d) All other conditions specified herein, to the extent not previously satisfied for any reason, other shall have been satisfied.
- (e) In respect of any amount that would result in the aggregate amount outstanding under the Credits being increased, there shall not have occurred subsequent to the date of last annual financial statements of the Borrower, in the opinion of CIBC, any event which (individually or with any other events) has had, or which has a reasonable possibility of having, a Material Adverse Effect.

6 REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties. To induce CIBC to establish and maintain the Credits, the Borrower represents and warrants as follows:

- (a) Each of the Borrower and its Subsidiaries has all necessary power and authority to own its property, to carry on the business carried on by it, to enter into and perform its obligations under such of this Agreement and the Security to which it

is a party, and in the case of the Borrower to obtain amounts under the Credits. Each of the Borrower and its Subsidiaries is in compliance with all applicable laws except to the extent that the failure to comply therewith would not, in the aggregate, have, or reasonably be expected to have, a Material Adverse Effect.

- (b) The Borrower has taken all action necessary to be taken to authorize the execution and delivery of and the performance of its obligations under this Agreement and the Security, and the obtaining of amounts under the Credits. Except as has been obtained and is in full force and effect, no consent, waiver or authorization of, or filing with or notice to, any person is required to be obtained in connection with the execution and delivery of and the performance by each of the Borrower and its Subsidiaries of its obligations under this Agreement and the Security, or the obtaining by the Borrower of amounts under the Credits. This Agreement and the Security have been duly executed and delivered by each of the Borrower and its Subsidiaries as are parties thereto, and constitute the legal, valid and binding obligation of each of them enforceable in accordance with their terms.
- (c) The execution and delivery by the Borrower and its Subsidiaries of this Agreement and the Security and the performance by them of their obligations thereunder, and the obtaining by the Borrower of amounts under the Credits, will not conflict with or result in a breach of any applicable law, and will not conflict with or result in a breach of or constitute a default under, or permit the termination of, or cause any material right of any of the Borrower and its Subsidiaries to be adversely affected under, any of the provisions of its constating documents or by-laws or any agreement, permit, instrument, judgement, injunction or other contractual obligation to which it is a party or by which it is bound, or result in the creation or imposition of any Lien (other than the Security) upon any of its property or assets.
- (d) Except as disclosed in writing by the Borrower to CIBC prior to the date of this Agreement with specific reference to this paragraph or, with respect to events occurring subsequent to the date of this Agreement, as the Borrower has otherwise disclosed in writing to CIBC with specific reference to this paragraph, there is no action, suit or proceeding (whether or not purportedly on behalf of any of the Borrower and its Subsidiaries) pending or, to the knowledge of the Borrower, threatened, against or affecting any of its Borrower and its Subsidiaries before any court or before or by any governmental department, commission or agency, in Canada or elsewhere, or before any arbitrator or board, and none of the Borrower and its Subsidiaries is in default with respect to any order or award of any arbitrator or government department, commission or agency.
- (e) The Borrower has delivered to CIBC a true and complete copy of its most recent financial statements, and such financial statements present fairly the financial position of the Borrower, in accordance with GAAP, as of the date thereof and for the fiscal period then ended. All financial statements of the Borrower delivered by the Borrower to CIBC after the date of this Agreement will present fairly the financial position of the Borrower, in accordance with GAAP, as of the dates thereof and for the fiscal periods then ended.

- (f) Since the date of the most recent financial statements of the Borrower delivered to CIBC, there has occurred no event which (individually or with any other events) has had, or which may reasonably be expected to have, a Material Adverse Effect.
- (g) The Borrower has not failed to observe or perform (beyond any period of grace permitted by CIBC) any of its covenants in this Agreement.
- (h) Except as disclosed in writing by the Borrower to CIBC prior to the date of this Agreement with specific reference to this paragraph, to the best knowledge of the Borrower, (i) the business carried on and the property owned or used at any time by any of the Borrower and its Subsidiaries and their respective predecessors (including the lands owned or occupied by any of them and the waters on or under such lands) have at all times been carried on, owned or used in compliance with all environmental laws; (ii) none of the Borrower and its Subsidiaries is subject to any proceeding alleging the violation of any environmental law, and no part of its business or property is the subject of any proceeding to evaluate whether remedial action is needed as a result of the release from or presence of any hazardous substance on any lands owned or occupied by it; (iii) there are no circumstances that could reasonably be expected to give rise to any civil or criminal proceedings or liability regarding the release from or presence of any hazardous substance on any lands used in or related to the business or property of any of the Borrower and its Subsidiaries or on any lands on which any of the Borrower and its Subsidiaries has disposed or arranged for the disposal of any materials arising from the business carried on by it, or regarding the violation of any environmental law by any of the Borrower and its Subsidiaries or by any other person for which it is responsible; (iv) all hazardous substances disposed of, treated or stored on lands owned or occupied by any of the Borrower and its Subsidiaries have been disposed of, treated and stored in compliance with all environmental laws; (v) there are no proceedings and there are no circumstances or material facts which could give rise to any proceeding in which it is or could be alleged that any of the Borrower and its Subsidiaries is responsible for any domestic or foreign clean up or remediation of lands contaminated by hazardous substances or for any other remedial or corrective action under any environmental laws; (vi) each of the Borrower and its Subsidiaries has maintained all environmental and operating documents and records relating to its business and property in the manner and for the time periods required by any environmental laws and has never had conducted an environmental audit of its business or property; and (vii) the Borrower is not aware of any pending or proposed change to any environmental law which would render illegal or materially adversely affect its business or property.
- (i) No representation or warranty made by the Borrower herein or in any other document furnished to CIBC from time to time contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements herein or therein, in light of the circumstances under which they are made, not misleading. All projections and *pro forma* information delivered to CIBC from time to time by the Borrower were prepared in good faith based on assumptions believed by the Borrower to be reasonable at the time of delivery. There is no fact known to the Borrower on the date of this

Agreement which has had, or which has a reasonable possibility of having, a Material Adverse Effect.

6.2 Survival. All representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement and the obtaining of amounts under the Credits, and the delivery of each Notice of Borrowing and the obtaining of any amount under any Credit shall constitute a reaffirmation on and as of such delivery date and such borrowing date, in each case by reference to the then-existing facts and circumstances, of all representations and warranties contained in this Agreement.

7. BANKERS' ACCEPTANCES

7.1 Power of Attorney. To facilitate the issuance of Bankers' Acceptances under the Credits, the Borrower appoints CIBC to execute, endorse and deliver on behalf of the Borrower drafts in the form or forms prescribed by CIBC for bankers' acceptances denominated in Canadian dollars (each such executed draft which has not yet been accepted by CIBC is referred to herein as a "Draft"). Each Bankers' Acceptance executed and delivered by CIBC on behalf of the Borrower as provided herein shall be binding upon the Borrower as if it had been executed and delivered by a duly authorized officer or officers of the Borrower.

7.2 Drafts. Notwithstanding the above section, the Borrower will from time to time provide to CIBC if so required by CIBC an appropriate number of Drafts drawn by the Borrower upon CIBC and payable and endorsed as specified by CIBC. The dates, maturity dates and face amounts of all Drafts delivered by the Borrower shall be left blank, to be completed by CIBC as required. All such Drafts shall be held by CIBC subject to the same degree of care as if they were such Lender's own property. CIBC will, upon written request by the Borrower, advise the Borrower of the number and designations, if any, of the Drafts of the Borrower then held by it. CIBC shall not be liable for its failure to accept a Draft as required hereby if the cause of such failure is, in whole or in part, due to the failure of the Borrower to provide appropriate Drafts to CIBC on a timely basis.

7.3 Term and Amount. The term of all Bankers' Acceptances issued pursuant to any Notice of Borrowing must be identical. Each Bankers' Acceptance shall be in a face amount of \$100,000 or any whole multiple thereof, and the aggregate face amount of Bankers' Acceptances issued pursuant to any Notice of Borrowing must not be less than \$500,000. Each Bankers' Acceptance will be dated the date on which it is issued, and will be for a term of one, two, three or six months or such other period as may be agreed to by CIBC.

7.4 Calculation of Fee. The fee for any Bankers' Acceptance will be calculated, at the rate specified, on the basis of the face amount and term of such Bankers' Acceptance.

7.5 Payment of Fee. Upon acceptance of a Draft the Borrower will pay to CIBC the related fee specified in this Agreement, and to facilitate payment CIBC will be entitled to deduct and retain for its own account the amount of such fee from the amount to be paid by CIBC to the Borrower as the purchase price for the resulting Bankers' Acceptance.

7.6 Purchase by CIBC. Each Bankers' Acceptance will be purchased by CIBC for a price which produces a yield thereon equal to the Bankers' Acceptance Yield then in effect. Such price will be credited by CIBC to the applicable Operating Account.

7.7 No Market. If CIBC determines in good faith, which determination will be conclusive and binding on the Borrower, and so notifies the Borrower, that there does not exist at the applicable time a normal market in Canada for the purchase and sale of bankers' acceptances, then notwithstanding any other provision hereof any obligation of CIBC to purchase Bankers' Acceptances will be suspended until CIBC determines that such market does exist and gives notice thereof to the Borrower, and any Notice of Borrowing requesting Bankers' Acceptances will be deemed to be a Notice of Borrowing requesting Loans in Canadian dollars in a similar aggregate principal amount.

7.8 Payment on Maturity. On the maturity of each Bankers' Acceptance the Borrower will pay to CIBC, for the account of the holder of such Bankers' Acceptance, Canadian dollars in an amount equal to the face amount of such Bankers' Acceptance. The obligation of the Borrower to make such payment is absolute and unconditional, and will not be prejudiced by the fact that the holder of any such Bankers' Acceptance is CIBC. No days of grace may be claimed by the Borrower for the payment at maturity of any Bankers' Acceptance. If the Borrower does not make such payment, the amount of such payment shall be deemed to be a loan in Canadian dollars made to the Borrower by CIBC and payable on demand. The Borrower hereby confirms the application of the proceeds of such loan in payment of the liability of the Borrower with respect to the related Bankers' Acceptance.

7.9 Cash Collateralization. If any Bankers' Acceptance is outstanding at any time that an Event of Default occurs, the Borrower will forthwith upon demand by CIBC pay to CIBC, for the account of the holder of such Bankers' Acceptance, Canadian dollars in an amount equal to the face amount thereof. Such funds shall be held by CIBC for payment of the liability of the Borrower in respect of such Bankers' Acceptance on the maturity thereof.

7.10 Signatures on Drafts. The signature of any duly authorized officer of the Borrower on a Draft may be mechanically reproduced in facsimile, and all Drafts bearing such facsimile signature shall be binding upon the Borrower as if they had been manually signed by such officer, notwithstanding that such person whose manual or facsimile signature appears on such Draft may no longer hold office at the date thereof or at the date of acceptance of such Draft by CIBC or at any time thereafter.

7.11 Undisbursed Credit. For the purpose of calculating the undisbursed amount of any Credit and for any other relevant provision of this Agreement, the amount constituted by any Bankers' Acceptance shall be the face amount thereof.

7.12 Certain Definitions. In this Agreement the following terms shall have the following meanings:

"Bankers' Acceptance" or "B/A" means a Draft which has been accepted by CIBC pursuant to a Credit.

"Bankers Acceptance Yield" means, with respect to any Bankers' Acceptance to be purchased by CIBC at any time, the annual yield resulting from the price at which CIBC is offering to purchase at such time bankers' acceptances accepted by it having a term identical to such Bankers' Acceptance and in a comparable face amount to the Bankers' Acceptances to be purchased by CIBC from the Borrower at such time.

“face amount” means, with respect to any Bankers’ Acceptance, the principal amount thereof payable on the maturity thereof.

8. **INSTALMENT LOANS**

8.1 **Instalment Loans.** The following terms apply to each Instalment Loan:

(a) **Non-revolving Loans.** Unless otherwise stated in this Agreement, any Instalment Loan is non-revolving. This means that any principal repayment is not available to be re-borrowed, and permanently reduces the amount of such Instalment Loan.

(b) **Floating Rate Instalment Loans.** Floating Rate Instalment Loans may have either (i) blended payments or (ii) payments of fixed principal amounts, plus interest, as described below:

(i) **Blended payments.** If a Floating Rate Instalment Loan has blended payments, the amount of the monthly payments is fixed for the term of such Loan, but the interest rate will vary with changes in the Prime Rate on the US Base Rate (as the case may be). If the Prime Rate or the US Base Rate during any month is lower than it was at the outset, a larger portion of the monthly payment will be allocated to principal and as a result such Loan may be repaid prior to its original maturity. If, however, the Prime Rate or the US Base Rate is higher than it was at the outset, the amount of principal that is repaid will be reduced, and as a result there may remain principal outstanding on the original maturity date.

(ii) **Payments of principal plus interest.** If a Floating Rate Instalment Loan has specified principal payments, in addition to interest, such principal payments are due on each specified payment date. The interest payment is also due on the same date, and will usually be a different amount each month due to the reducing balance of the Loan, the number of days in the month, and changes in the Prime Rate or the US Base Rate (as the case may be) during the month and from month to month.

(c) **Prepayment.** Unless otherwise specified in this Agreement:

(i) all or part of a Floating Rate Instalment Loan may be prepaid at any time without penalty; and

(ii) all (but not part) of a Fixed Rate Instalment Loan may be prepaid provided that the Borrower also pays to CIBC, on the prepayment date, any amount determined by CIBC pursuant to clause 4.4(iv) of this Schedule.

(d) **Demand of Fixed Rate Instalment Loans.** Upon demand for payment of a Fixed Rate Instalment Loan the Borrower will pay to CIBC the prepayment fee specified in clause 10.1(c)(ii) above.

(e) **Certain Definitions.** In this Agreement the following terms have the following meanings:

“Fixed Rate Instalment Loan” means an Instalment Loan with respect to which interest is payable at a fixed annual rate of interest (as opposed to being payable on the basis of the Prime Rate or the US Base Rate).

“Floating Rate Instalment Loan” means an Instalment Loan with respect to which interest is payable on the basis of the Prime Rate or the US Base Rate.

“Instalment Loan” means a loan that is repayable either in fixed instalments of principal, plus interest, or in blended instalments of both principal and interest, and that (notwithstanding any such specified instalments) is repayable on demand by CIBC at any time if so specified in this Agreement.



Request for Decision

To: Mayor & Council

Staff Contact: Ethan Wilson, Manager of Infrastructure

Date Prepared: April 30, 2024

Meeting Date: June 5, 2024

SUBJECT: Budget Amendment - Wildflower Road

RECOMMENDATION: THAT Council approve an amendment to the 2024 Budget adding \$75,000 for the Wildflower Road project with funds coming from the Roads Offsite Levy account.

STRATEGIC PRIORITIES:



Affordable
Housing



Climate
Resiliency



Community
Development



Community
Wellness



Economic
Development



Financial
Sustainability

HOW THE STRATEGIC PRIORITIES ARE MET:

As communities continue to grow the access to those communities is required to be expanded and new roadways built. In order to ensure that these amenities can be provided the Town collects Offsite Levies from all developments and allocates them to specific projects.

SUSTAINABILITY

ECONOMIC SUSTAINABILITY:

N/A

SOCIAL SUSTAINABILITY:

N/A

ENVIRONMENTAL SUSTAINABILITY:

Wetlands are protected in the Province of Alberta and are given a relative value based on the habitat and ecosystem which they support. In order to disturb a wetland the associated value must be paid which allows wetlands to be constructed or enhanced in other areas of the province which are away from development and provide for a greater benefit to the environment.

IMPLICATIONS OF RECOMMENDATION:

GENERAL:

The construction of Wildflower Road is one which will be directly influenced by development and the need for additional access. In order to construct this road however there are wetlands which will be disturbed and as such an application to Alberta Environment and Protected Areas (AEPA) is required, which will require a replacement fee to be paid. Having the approval to disturb the wetland, and pay the associated costs, will allow for development to occur without delay when the need is presented.

ORGANIZATIONAL:

N/A

OPERATIONAL:

N/A

FINANCIAL:

The consultant which was hired to complete the wetland assessment has estimated the total replacement fee to be \$75,000. AEPA may re-calculate this fee however it is not anticipated to change substantially. As this project is the first stage in the larger Wildflower Road project, the funding for this can be 100% sourced from the Roads Offsite Levy account.

POLICY:

N/A

IMPLEMENTATION:

Upon approval, administration and the consultant will finalize the application to AEPA. This will include a full review, a public notice period, and the compensation to be paid. Once completed then the developer can be engaged and work can be planned in conjunction with development.

BACKGROUND:

Wildflower Road currently exists along the alignment of Range Road 253 however only from Highway 1/Westridge Road to a point approximately 2km north. Development will eventually

require this road to continue to Township Road 244, past the Wildflower and Lakewood communities. In order to proceed with this project it is first required to get approval for the disturbance of wetlands which currently exist along this right-of-way. Once approval is provided by AEPA and the relevant compensation is paid, work can proceed as per normal. The timing of the road construction has not yet been determined however Wetland reviews have the potential to take 6-12 months and as such would be a hinderance should development necessitate this road being built.

KEY ISSUE(S)/CONCEPT(S):

The Town engaged ISL Engineering to complete a wetland assessment and determine the approximate value of the wetlands in question. Following this, the engineer for the Lakewood Development (Lee Maher Engineering) completed a 60% design of the future roadway to confirm sizing, alignment, and overall disturbance to the wetlands.

Upon approval of the wetlands being disturbed, the Town and the adjacent developers can begin to coordinate the roadway construction on a timeline that works for all parties.

DESIRED OUTCOMES:

Authorization and the payment of the associated replacement fees will allow development to continue without delay, when the timing is appropriate.

COMMUNICATIONS:

Public notification is required as part of a wetland disturbance application. In addition, the 4 neighbouring landowners will be contacted directly and a letter of non-objection will be requested.

ALTERNATIVE ACTIONS/MOTIONS:

Council may wish to defer this decision however wetland assessments have an expiry and would require a new assessment to occur should the delay be of an extended period.

Ethan Wilson, Manager of Infrastructure

Approved
- 02 May
2024

Jamie Dugdale, Director of Infrastructure, Operations, and Development Services

Approved
- 02 May
2024

Veronica Anderson, Legislative Services Officer

Approved
- 14 May
2024

Johnathan Strathdee, Manager of Legislative Services

Approved

- 21 May
2024
Approved
- 23 May
2024

Kevin Scoble, Chief Administrative Officer



Request for Decision

To: Council

Staff Contact: Mark Pretzlaff, Director of Community and Protective Services

Date Prepared: May 15, 2024

Meeting Date: June 5, 2024

SUBJECT: 2024 Capital Budget Amendment - Aerial/Ladder Truck Water Pump

RECOMMENDATION: THAT Council approve a Capital Budget request, of \$32,000, funded from the Fiscal Stabilization Reserve, to rebuild the Aerial/Ladder Truck Water Pump.

STRATEGIC PRIORITIES:



Affordable
Housing



Climate
Resiliency



Community
Development



Community
Wellness



Economic
Development



Financial
Sustainability

HOW THE STRATEGIC PRIORITIES ARE MET:

As part of its Strategic Plan, Council has prioritized the maintenance, protection, and improvement of Community Wellness services that support optimum lifestyles for residents of Strathmore.

Performing preventative maintenance is essential to ensure that a pump is operating effectively while also increasing the pump's lifespan. This maintenance keeps the pump operational and should prevent unplanned equipment downtime or failure.

SUSTAINABILITY

ECONOMIC SUSTAINABILITY:

N/A

SOCIAL SUSTAINABILITY:

N/A

ENVIRONMENTAL SUSTAINABILITY:

N/A

IMPLICATIONS OF RECOMMENDATION:

GENERAL:

An aerial/ladder fire truck is a specialized fire apparatus equipped with an extendable ladder, reaching heights of 100 feet or more. These trucks are designed to provide firefighters with access to high-rise buildings, rooftops, and other elevated areas that are otherwise difficult to reach. Aerial/ladder trucks significantly enhance the fire department's ability to tackle large and complex fires. They provide a versatile and effective tool to combat fires that ground-level equipment cannot address alone.

Apparatus testing is conducted annually to ensure the equipment meets the various regulations. During last year's test, elements of the pump (i.e. impellers) needed to be replaced due to usage, as well as, approaching (or exceeding) their life expectancy.

Lastly, the aerial/ladder truck is scheduled to be replaced in 2029. By performing necessary repairs/maintenance, the lifespan of the apparatus can be extended to 2029.

ORGANIZATIONAL:

N/A

OPERATIONAL:

The absence of an aerial/ladder truck would severely hamper the fire department's ability to effectively manage fires and rescues in multi-story and commercial buildings, increasing risks for both firefighters and civilians; impacting community safety.

FINANCIAL:

The approval of this project will ensure the pump and apparatus are operational.

POLICY:

Although the CAO and Director of Corporate Services may authorize amendments up to \$200,000 (as per Budget Policy No. 1809), as the additional costs are not for a new program or service, nor, do they alter the scope of a project, Administration is requesting Council's support.

Furthermore, this apparatus is essential to ensuring the Town's insurance grading is maintained, as per the Level of Service Policy No. 2301.

IMPLEMENTATION:

Following Council's approval, Administration will work with approved vendors to ensure the pump is repaired in a timely manner as well as ensuring equipment is available to protect the Town.

BACKGROUND:

In 2023, the aerial/ladder apparatus failed the annual pump certification test. Upon further investigation, it was determined that the internal components of the pump needed to be rebuilt/replaced to ensure the pump's capacity is met.

Completing this project will help avoid catastrophic failure for the pump, ensuring fire protection continues without interruption.

KEY ISSUE(S)/CONCEPT(S):

Ensuring the aerial/ladder truck is fully operational is crucial for maintaining the operational readiness and effectiveness of the Fire department and the water pump is an essential component of this apparatus.

With an ineffective or non-operational water pump, the aerial/ladder truck cannot effectively combat fires in low-rise, high-rise buildings, or large commercial structures, which could lead to fire spread, increased property damage, and greater risk to lives.

Ensuring that all firefighting equipment is in top condition contributes to overall community safety and resilience, reassuring residents and businesses that fire protection services are reliable.

DESIRED OUTCOMES:

That Council support the reallocation of funds so this project can be completed in 2024, so that the life expectancy for the apparatus is extended until 2029.

COMMUNICATIONS:

N/A

ALTERNATIVE ACTIONS/MOTIONS:

1. Council may adopt the recommended motion.
2. Council may defeat the recommended motion.

3. Council may provide further direction.

Mark Pretzlaff, Director of Community and Protective Services

Approved
- 24 May
2024

Veronica Anderson, Legislative Services Officer

Approved
- 24 May
2024

Johnathan Strathdee, Manager of Legislative Services

Approved
- 27 May
2024

Kevin Scoble, Chief Administrative Officer

Approved
- 29 May
2024



Request for Decision

To: Council

Staff Contact: Kara Rusk, Director of Strategic, Administrative, and Financial Services

Date Prepared: May 23, 2024

Meeting Date: June 5, 2024

SUBJECT: Corporate Strategic Plan & Financial Plan Quarterly Report - Q1 2024

RECOMMENDATION: Information for Council.

STRATEGIC PRIORITIES:



Affordable
Housing



Climate
Resiliency



Community
Development



Community
Wellness



Economic
Development



Financial
Sustainability

HOW THE STRATEGIC PRIORITIES ARE MET:

The Corporate Strategic Plan & Financial Plan Quarterly Report is produced four times per year to communicate the progress made on Council's Strategic Plan as well as a quarterly update on the Town's financial position. This report will provide transparency to Council and the public through an update on the status of each of Council's Strategic Priorities.

SUSTAINABILITY

ECONOMIC SUSTAINABILITY:

A financial update, as well as the status of the Town's economic and financial actions have been provided in the report to discuss how economic sustainability has been addressed as of Quarter 1 for 2024.

SOCIAL SUSTAINABILITY:

The Town's actions towards improving the social sustainability are provided in the activities

and current status of the Business Plan updates.

ENVIRONMENTAL SUSTAINABILITY:

Actions taken to improve climate resiliency have been provided in the activities and current status of the Business Plan updates

IMPLICATIONS OF RECOMMENDATION:

GENERAL:

The Corporate Strategic Plan & Financial Plan Quarterly Report shows the activities that were established in the Corporate Business Plan and describes the actions taken, proposed deadlines, and current status of each of these activities. In addition, the report gives a financial summary that gives a quarterly update on the Town's financial position.

ORGANIZATIONAL:

The staff time is limited to preparing and presenting this report.

OPERATIONAL:

N/A

FINANCIAL:

At the end of Quarter 1 for 2024, the overall budget is on target. All cost centers are close to budget, with very few large variances (greater than \$5 thousand) being identified. The largest variance is the receipt of Lakewood Offsite Levies, which increased both Other Revenues and Transfers to Capital (expense) of \$178 thousand. The net impact of the Offsite Levy is nil.

POLICY:

Council has established the requirement of quarterly reporting on the Strategic Plan as part of its Strategic Planning Policy.

IMPLEMENTATION:

N/A

BACKGROUND:

The best practice in ensuring fiscal responsibility and transparency by a municipal government is the provision of periodic financial and strategic plan reports to Council. This reporting also ensures effective and efficient budgetary control.

KEY ISSUE(S)/CONCEPT(S):

Quarterly updates on Council's Strategic Plan and the financial position of the Town provide transparency and clarity for Council on the status of the Town's Corporate Strategic Plan initiatives.

DESIRED OUTCOMES:

To update Council on actions taken regarding the Strategic Plan and to provide and update on the financial position of the Town.

COMMUNICATIONS:

The quarterly report will be posted on the Town's website.

ALTERNATIVE ACTIONS/MOTIONS:

THAT Council refer the Corporate Strategic Plan and Financial Plan report to a Committee of the Whole for further discussion.

ATTACHMENTS:

[Attachment I: Corporate Report - Q1 2024](#)

Kara Rusk, Director of Strategic, Administrative, and Financial Services

Approved
- 31 May
2024

Veronica Anderson, Legislative Services Officer

Approved
- 31 May
2024

Kevin Scoble, Chief Administrative Officer

Approved
- 31 May
2024



Corporate Quarterly Report

Quarter One – 2024

About This Report

The Corporate Quarterly report is produced four times a year to communicate progress made on Council's Strategic Plan presented in the Corporate Business Plan and to present the Town's financial position for the quarter.

There are two parts within this report:

Strategic Plan Reporting - includes progress update on projects that support Council's Strategic Priorities.

Financial Summary - provides a quarterly update on the Town's financial position. Included in this section of the report are two reports for the municipal operation and capital projects, showing: budget vs. forecast, capital project progress and project forecast.

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Strategic Plan Q1 Reporting

Council's Strategic Priorities

The Town of Strathmore's Council has identified six areas which will be focused on during this Council's term. These priorities were selected based on community feedback provided to Council as well as current service opportunities and challenges presented by Administration.

For each Strategic Priority, Council outlined the outcome that it desires to achieve during the balance of its term.

Affordable Living

Strathmore is an affordable community for residents and businesses enabling access to housing, services, and supports.

Financial Sustainability

Strathmore provides predictable and prudent tax rates and user fees that reduce overall Town debt, build financial reserves, maintain existing assets, and plan for sustainable growth.

Intentional Community Development

Strathmore creates communities for its residents and with its residents and with its neighbors and institutional partners, which promote sustainable and inter-dependent communities.

Climate Resiliency Including Environmental Stewardship

Strathmore protects, manages, and enhances its local environment while preparing for future challenges due to climate change.

Economic Development

Strathmore is well-positioned to encourage commercial and industrial economic development with a focus on sustainable growth.

Community Wellness

Strathmore values Community Wellness focused on the maintenance, protection, and improvement of services that support optimum lifestyles.

Business Plan

Once Council has identified its strategic direction and determined its Strategic Priorities, it is the role of Administration to plan and implement activities which will ensure that the priorities are achieved. The Corporate Business Plan outlines the activities planned by Administration to meet Council's expectations.

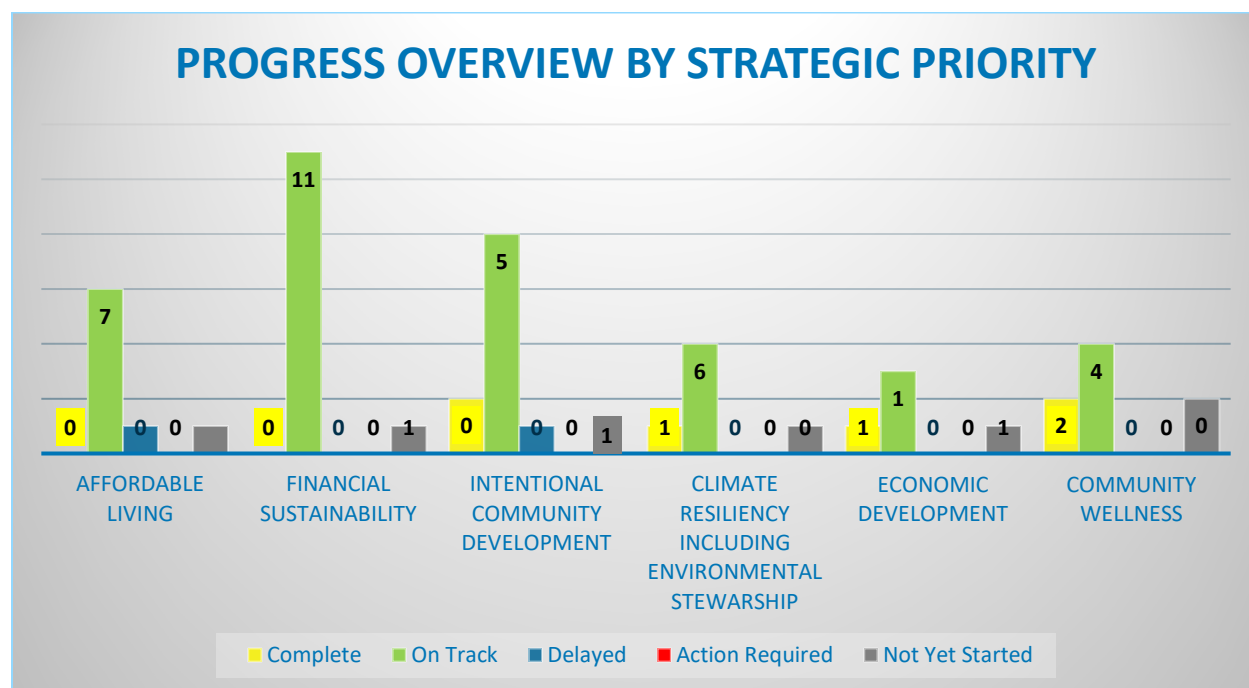
Q1 Progress Summary

Each of the administrative actions have been categorized based on timelines and progress made toward completing the task. The definitions of each of the status categories are outlined below.

Status	Definition	# of Supporting Tasks
✓ Completed	Work has been completed on this initiative.	4
↑ On Track	This initiative is on schedule and progress is being made.	34
▲ Delayed	This initiative is experiencing some setbacks, but progress is still being made.	0
⬮ Action Required	Challenges are limiting or blocking progress of this initiative. Action must be taken to get the project back on track.	0
● Not Yet Started	Work has not begun on this initiative.	3
Total Administrative Tasks Identified		41

Administration has identified 41 administrative actions to support Council's strategic priorities. The timelines for these initiatives have timelines from January 2022 and December 2026 inclusive.







Progress on these administrative actions as of May 1st, 2024 can be seen below.




Q1 Progress Report Details

Strategic Priority #1: Affordable Living

Strathmore is an affordable community for residents and businesses enabling access to housing, services and supports.


Supporting Administrative Actions		Proposed Timeline	Q1 Progress Update
1.1 Synergistic Housing Product and Business Growth/ Sustainability Opportunities			
	1.1.a Establishing a target (60:40 tentative) residential to non-residential tax ratio in the MDP growth areas to strive for an overall 70:30 residential to non-residential tax ratio in the community resulting in organic business growth to provide more value to residential taxpayers without transferring tax burden to existing businesses	Mar 2023 - Dec 2024	To be incorporated into the updated Municipal Development Plan (MPD).
	1.1.b Increasing Housing Product Forms - LUB Amendments	Jun 2023 - Dec 2024	Ongoing review of current LUBs.
	1.1.c Progressive and best land use practices	Jan 2025 - Dec 2026	There have been a number of amendments that have come forward recently to the Land Use Bylaw to ensure best use of land regarding the community's needs.
	1.1.d Annexation Exploration	Jan 2024 – Jun 2025	Exploring opportunities with landowners and Wheatland County, while developing the IDP
1.2 Increased Availability of Affordable Housing			
	1.2.a Identify affordable housing opportunities	April 2022 – Jun 2024	Process is underway. Administration is engaging community partners to ensure that local resources are maximized, and all parties are on the same page. The Town has also established an Affordable Housing Society.
	1.2.b Identify candidate projects/ sites/ partners	Dec 2022 – Dec 2024	MDP will guide projects, initiatives, and stakeholders for broader strategy development. True North is building upon the Social Needs Assessment with the development of a Housing Needs Assessment.
1.3 Community Wellbeing Investment			

	1.3.a Enable Social Procurement Inclusive of Town policies and facilitate direct & indirect Business/social profit opportunities	Jan 2026 - Dec 2026	Administration is currently reviewing the draft policy.
Items to Track		Responsibility	Progress Notes
Housing Starts		Planning	As of March 2024 – 1 new build
Ratio of Strathmore's housing stock comparing owned to rental units		Planning	According to the Social Needs Assessment, the Town's home ownership rate is 77% with the rental rate being 23%.
Percentage of citizens reporting Strathmore is an affordable community		Communications/Marketing (Every 2 years – Citizen Satisfaction Survey)	Citizen Satisfaction Survey is scheduled for 2024. Updates will be provided following then.

Strategic Priority #2: Financial Sustainability

Strathmore provides predictable and prudent tax rates and user fees that reduce overall Town debt, build financial reserves, maintain existing assets, and plan for sustainable growth.







Supporting Administrative Actions		Proposed End Date	Q1 Progress Update
2.1 Predictable and Prudent Tax Increases			
↑	2.1.a.i Develop the long-term fiscal sustainability plan	Jan 2022 - Ongoing	The Town's finance department will be working on developing a long-term financial plan as part of 2024.
↑	2.1.a.ii Development of a debt strategy and policy	Sept 2022 - Dec 2024	Administration prepared an overview of the Town's debt to Council and is working on policy recommendations for Council around managing debt.
↑	2.1.a.iii Development of debt model	April 2024 - Dec 2024	Administration is exploring as part of a longer-term plan regarding the Town's financial software.
↑	2.1.a.iv Investment Strategy	April 2025 - Dec 2025	Administration has worked to ensure that the Town's investments align with the existing policy.
↑	2.1.a.v Asset management program development and implementation	April 2022 – Jun 2025	The quarter focused on educational opportunities for staff and Council. The Asset Management Policy was presented for adoption by Council. Administration recently provided an updated to Council on the work done in relation to Asset Management.
↑	2.1.a.vi New Investment Opportunities	April 2022 - Ongoing	This is ongoing as opportunities arise. The Phyto project has been announced. Other opportunities are being explored and researched.
↑	2.1.a.vii Consider alternative offsite levy strategies	Jan 2023 - Ongoing	Updates to the OSL Rates are currently being undertaken by Infrastructure and will be presented to Council in the second half of 2024.
↑	2.1.viii Consider offsite levy implementation for vertical infrastructure	Jan 2023 – Jun 2024	This is ongoing, an Off-site Levy report was provided to Council in November of 2023.
↑	2.1.ix Develop a categorized capital plan (RMR, growth, strategic)	April 2022 – Jun 2025	Administration worked to consolidate all of this information as part of the 2024 budget and will continue refining as things move forward.
↑	2.2.a Explore and inventory operational efficiencies opportunities (systems, technology, and synergies with local and regional partners)	April 2022 - Ongoing	This is ongoing. As the budget process continued to be refined there may be more opportunities to recognize operational efficiencies.
↑	2.2.b Develop a service and service-levels inventory	Sept 2022 - Dec 2024	The Service Level Inventory document has been populated and is currently being reviewed to ensure it

			contains all of the prudent information for Council prior to sharing it with Council.
	2.2.c Develop a sustainable Utility Model	Jan 2025 – Dec 2026	

Items to Track	Responsibility	Progress Notes
Citizen perception regarding value from tax dollar	Communications/Marketing (Every 2 years – Citizen Satisfaction Survey)	Citizen Satisfaction Survey is scheduled for 2024. Updates will be provided following then.
Debt service to revenue ratio	Finance	At the end of 2023, our debt service to revenue ratio was 6.9%, and our 2024 forecast debt service to revenue ratio is 5.8%.
Tax supported debt ratio	Finance	7.0% Tax supported debt ratio based on 2024 forecast. Calculated as Annual Debt Charges (Principal + Interest) as a percentage of Operating Revenue - \$2.64 / \$37.91M, down from an 8.5% Tax supported debt ratio in 2023.
Percentage of infrastructure replacement costs in reserves	Finance/Asset Management	Currently, we have 2% of total assets in reserves. We are currently reviewing our replacement costs and our annual transfer to reserves.

Strategic Priority #3: Intentional Community Development

Strathmore creates communities for its residents and with its neighbors and institutional partners, which promote sustainable and inter-dependent communities.

Supporting Administrative Actions		Proposed End Date	Q1 Progress Update
3.1 Connective Community			
	3.1.a Trail Connectivity Plan	Jan 2023 - Jun 2025	The 2024 Capital Prioritization has been undertaken. This is an annual exercise with pathways upgrades & development occurring. 2024 will see 4 RRFBs installed, and a new staircase designed and constructed in Strathmore Lakes for safe/easy access in the winter months
3.2 Synergistic Partnerships			
	3.2.a Development of an Intermunicipal Development Plan (IDP) and ICF with Wheatland County	April 2022 - Jun 2024	The Provincial Deadline is June 1, 2024. The Town and County were recently awarded \$200,000 through the Alberta Communities Partnership Grant to support the IDP. A draft TOR for the ICC has been created. Request for Proposal (RFP) for planning services for the preparation and writing of the IDP & ICF was awarded. While the two municipalities continue to work on the plans, an extension request was submitted to the province.
	3.2.b Call-to-Action Plan	Sept 2022 - Dec 2025	Administration supported the Lead by Example Powwow as a key means of focusing on reconciliation with our neighbouring partners. A Society has been established to continue this work going forward.
	3.2.c Models for innovative public-private partnerships and joint ventures for development	Sept 2022 – On-going	
	3.2.d Complete required site planning and joint-use and partnerships agreements (JUPA) with the school boards as required by the MGA, inclusive of value added non-mandatory components such as efficiency synergies	Sept 2022 – Jun 2025	Process has started with stakeholder engagement. Agreement deadline extended by AB government Ministerial Order to June 10, 2025.
3.3 Diversity, Equity & Inclusion			
	3.3.a Prepare DEI declaration	Sept 2022 - Jun 2024	Training was provided to all staff and Council. DEI declaration was approved.

Items to track	Responsibility	Progress Notes
Citizens report increased community connectedness	Communications/Marketing (Every 2 years – Citizen Satisfaction Survey)	Citizen Satisfaction Survey is scheduled for 2024. Updates will be provided following then.
Percentage of major initiatives with partners on the project team	Infrastructure	Engaged in ongoing discussions with developers around Legacy Farms to support strategic initiatives.
Percentage of municipal investment leveraged through delivery partnerships	Economic Development	The Town secured Phyto Organix to contribute to FCSS.
Percentage of citizens who feel Strathmore is a safe town	Communications/Marketing (Every 2 years – Citizen Satisfaction Survey)	Citizen Satisfaction Survey is scheduled for 2024. Updates will be provided following then.
Number of new regional post-secondary opportunities	Economic Development	Opportunities are currently being explored and discussed.

Strategic Priority #4: Climate Resiliency Including Environmental Stewardship

Strathmore protects, manages, and enhances its local environment while preparing for future challenges due to climate change.




Supporting Administrative Actions	Proposed End Date	Q1 Progress Update
4.1 Climate Adaptation Preparation		
✓ 4.1.a Applying sustainability lens to decision making. Incorporate Sustainability Platform (Economic, social, environmental) Into:	April 2022 - Jun 2025	This was incorporated into Council's meeting documents.
↑ 4.1.b Develop drought management plan for inclusion in the Sustainability Plan	Sept 2023 - Dec 2024	Working with regional partners (IE. City of Calgary) and stakeholders (IE. WID) on plan. Council was updated with the Town's Drought Plan on May 1, 2024 and a dedicated webpage created. Strathmore.ca/water

↑	4.1.c Hazard Reduction Burning Plan	April 2024	Completed.
↑	4.1.d CSMI – Updated share of costs	Mar 2023 – Dec 2024	Ongoing. Changing the CSMI structure is a continuous discussion, but no changes are imminent.
4.2 Local Environment			
↑	4.2.a Evaluation of Waste diversion enhancement opportunities	Jan 2023 – Jun 2024	Working with ARMA on Extended Producer Responsibility (EPR) and the transition date of April 1, 2025.
↑	4.2.b Identify and Evaluate Achievable and Savable Green Power / Net - Zero Development Opportunities	Jan 2023 - Ongoing	Ongoing. Exploring energy recovery for the reservoir and engaging stakeholders on other opportunities.
↑	4.2.c Sustainable water use strategies	Jan 2023 – Jun 2024	Wetland Policy being updated along with reviewing stormwater and effluent re-use options.

Items to track	Responsibility	Progress Notes
Measure ecological footprint	Infrastructure	Internal review has started, categorizing all items and ensuring complete coverage.
Percentage of residential waste diversion	Infrastructure	21% of Solid Waste is diverted from the landfill. (720 MT of waste collected, 154 MT diverted from landfill).
Declining water intensity (consumption of water per capita) while maintaining adequate water supply for growth	Infrastructure	An additional water license has been purchased and approved by the province, along with regular monitoring of annual consumption trends
Greenhouse gas emission intensity from town operations	Infrastructure/Operations	N/A
Reduction in Town's energy consumption	Infrastructure/Finance	Replacing equipment with modern and more energy efficient options continues annually. (IE. Vehicles and facility lights) Solar at the SMB has created 210 MWh over its lifetime.
Percentage growth in green businesses	Economic Development	In 2022, the Town secured Phyto Organix and continues to work with potential developers and businesses on increasing green businesses within Town.

Strategic Priority #5: Economic Development



Strathmore is well-positioned to encourage commercial, and industrial economic development with a focus on sustainable growth.

Supporting Administrative Actions		Proposed End Date	Q1 Progress Update
5.1 Revitalized, resilient, and intentional and planned growth community			
	5.1.a Community revitalization strategy	June 2025 - Dec 2026	To start after MDP adopted.
5.2 Best and Highest Use of Municipal Lands			
	5.2.a Land acquisition, disposition, and utilization strategy	Dec 2022 - Dec 2024	Completed base level inventory. Land Transaction Policy expected Q3 2024
	5.2.b Implement the Economic Development Action Plan	Apr 2024 – Dec 2026	Raise awareness, support and retain existing businesses, help expand businesses and provide a baseline of business challenges and opportunities.

Items to Track	Responsibility	Progress
Active Business licenses	Planning	1350 business licences have been issued for 2024.
Construction values	Planning	2024 Year to end of March 2024 - \$4,405,988.
Permit applications	Planning	2024 Year to end of March - 42 permits have been issued.
Non-residential permits	Planning	Of the 42 permits that have been issued, 8 are non-residential.

Strategic Priority #6: Community Wellness

Strathmore values Community Wellness focused on the maintenance, protection and improvement of services that support optimum lifestyles.

Supporting Administrative Actions		Proposed End Date	Q1 Progress Update
6.1 Volunteer Support			
	6.1.a Engaging & supporting all Volunteers (including Fire Department Volunteers) for a vibrant, connected community	Jan 2023 - Dec 2024	Volunteer connector launched. Recent review and additional communications sent to social agencies to educate groups on the use of the site. Volunteer appreciation luncheon held on May 10, 2024.
6.2 Efficient and Effective Intra- and Inter- Community Service Provision			
	6.2.a Evaluate options for services provision inclusive of Town,	Jan 2025 - Ongoing	Preliminary work has started but this will evolve as relationships with local partners are developed.

	NGOs, private, institutional and partnerships		
6.3 Successful Advocacy Outcomes			
✓	6.3.a Annual update to advocacy plan supporting Council's Strategic Plan	May 2023 - Ongoing	The Town's advocacy plan has been developed.
6.4 Maintain and Increase Institutional and NGO Supports in the Community and Businesses			
↑	6.4.a Evaluate enhancement to existing granting policies	Sept 2023 - Dec 2024	Administration facilitated a workshop with Council regarding grant policies and procedures. Administration continues to review and prepare recommendations regarding other potential policy changes to support this initiative.
6.5 Medical Services Provision			
↑	6.5.a International doctor sponsorship program	April 2022- June 2024	Council approved a pilot program for a Physician Sponsorship Grant.
6.6 Post Secondary Opportunities			
↑	6.6.a Support external initiatives	April 2022- Dec 2026	Opportunities are currently being explored on an ongoing basis.

Tracking Items	Responsibility	Progress
Citizens report increased health and wellness	Communications/Marketing (Every 2 years – Citizen Satisfaction Survey)	Citizen Satisfaction Survey is scheduled for 2024. Updates will be provided following then.
Per capita usage of civic amenities	Recreation, Operations & Finance	As of March 2024, the Aquatic Centre has seen a total of 8,085 public swim (drop-in) admissions. This number excludes program, swim lesson, and rental participant usage. In 2023, we saw 33,710 public swim (drop-in) admissions annually. Current Q1 projections are on track to hit a similar number this year. As of March 2024, Operations has scheduled over 45 events in Kinsmen Park and other Town facilities. This number is expected to increase as we get closer to the summer months.
Percentage of citizens volunteering increases	FCSS	For 2023, 454 volunteer applications are active in the Strathmore area, according to the Volunteer Connector. 41% of the

		<p>organizations associated with FCSS utilize the program to assist with volunteer recruitment.</p> <p>February 2023 was one of the most successful campaigns, Lead By Example Powwow, with 32 individuals applying to this position and 860 views.</p>
Percentage of residents who recommend Strathmore as a good place to live	Communications/Marketing (Every 2 years – Citizen Satisfaction Survey)	Citizen Satisfaction Survey is scheduled for 2024. Updates will be provided following then.
Percentage of citizens who feel that Strathmore has the appropriate emergency services in place	Communications/Marketing (Every 2 years – Citizen Satisfaction Survey)	Citizen Satisfaction Survey is scheduled for 2024. Updates will be provided following then.
Crime prevention/reduction statistics	Municipal Enforcement	In 2023, Strathmore is experiencing a 8% decrease in criminal code offenses against people as well as fewer instances of theft (under \$5k), compared to 2022.

Financial Summary

At the end of Quarter 1 for 2024, the overall budget is on target. All cost centers are close to budget, with very few large variances (greater than \$5 thousand) being identified. The largest variance is the receipt of Lakewood Offsite Levies, which increased both Other Revenues and Transfers to Capital (expense) of \$178 thousand. The net impact of the Offsite Levy is nil.

Municipal

Operating:

- \$37.7 million is the budgeted revenue for 2024. Current forecast for the year is \$37.9 million; \$206 thousand above budget.
- \$37.7 million is the budgeted expenses for 2024. Current forecast for the year is \$37.9 million; \$209 thousand above budget.

Capital:

- There are 66 municipal capital projects for 2024.
- The capital forecast spend is \$8.64 million vs the budget of \$8.68 million.

Investments

- Investment book values total \$11.99Mil at March 31st. No transactions have been noted year to date.

Reserves

- Operating transfers into reserve to date of \$210k (Financial Stabilization fund; Elections, RCMP).

Debt

- Outstanding debt of \$15.63Mil at March 31st. Only repayments noted to date, no extension of debt.

Municipal Operating Variance Analysis

Council

- Council is currently on budget.

General Revenue & Taxation

- All and Taxation categories are currently on budget.
- Quarter 2 report will include annual billed property taxes.

Administration - General

- Administration is currently on budget.

Strategic, Administrative and Financial Services

- Strategic, Administrative and Financial Services is currently on budget.

Community & Protective Services

- Community & Protective Services is currently on budget.

Infrastructure, Operations and Development Services

- Other Revenues and Transfers to Reserves - Capital (Expense) are \$178k over budget due to Lakewood Offsite Levies received.

General Variances Over All Divisions

- No large variances (excess of \$5K) have been identified by individual departments.

Quarter One 2024 - Operating Budget Forecast

Net Surplus (Deficit) Summary

January To March 2024

	2024 Budget	2024 Actuals	2024 Forecast	2024 Forecast Variance	Comments
Revenues					
Total Property Taxes	16,013,600	(3,215)	16,013,600	-	
User fees and sales of goods	17,910,200	4,195,137	17,927,122	16,922	
Penalties and Cost of Taxes	210,000	41,402	210,000	-	
Government Grants - Operating	1,376,600	512,389	1,372,055	(4,545)	
Investment & Interest Income	405,300	53,812	405,300	-	
Licences and Permits	513,100	222,137	513,100	-	
Other Revenues	544,400	318,952	738,314	193,914	Lakewood Offsite Levies \$178K
Transfer from Reserves - Operating	32,500	-	32,500	-	
Internal Transfers Revenue	544,000	61,274	544,000	-	
Transfer from Reserves - Capital	155,000	-	155,000	-	
Total Revenues	37,704,700	5,401,888	37,910,991	206,291	
Expenses					
Salaries, Wages, and Benefits	13,958,000	3,025,233	13,992,535	34,535	
Contracted and General Services	12,158,200	2,515,404	12,159,082	882	
Materials, Goods, Supplies & Utilities	4,686,200	762,206	4,680,787	(5,413)	
Bank and Short Term Interest Charges	66,000	23,551	66,000	-	
Transfers to Individuals and Organisations	519,500	280,758	519,500	-	
Transfers to Local Boards and Agencies	478,200	77,160	478,200	-	
Interest on Long-term Debt	444,700	6,005	444,700	-	
Long-term Debt Principal Payments	2,195,000	509,010	2,195,000	-	
Transfers to Reserves - Operating	210,000	210,000	210,000	-	
Transfers to Reserves - Capital	2,444,900	1,125,452	2,623,611	178,711	Lakewood Offsite Levies \$178K
Internal Transfers Expenses	544,000	104,006	544,000	-	
Total Expenses	37,704,700	8,638,783	37,913,415	208,715	
Net Surplus (Deficit)	-	(3,236,895)	(2,424)	(2,424)	
Amortization					
Amortization	6,025,200	-	6,024,800	-	
Net Surplus (Deficit)	(6,025,200)	(3,236,895)	(6,027,224)	(2,424)	

Municipal Capital Summary

Budget vs. Forecast Comparison

\$8.64 million is forecasted to be spent out of the \$8.68 million cumulative capital budget. Year-to-date spend is \$921 thousand.

The original approved capital budget was \$7.01 million. Council approved a carry forward budget amount of \$1.46 million. Council approved 4 additional projects totalling \$530 thousand, offset by the cancellation of 1 project for \$350 thousand.

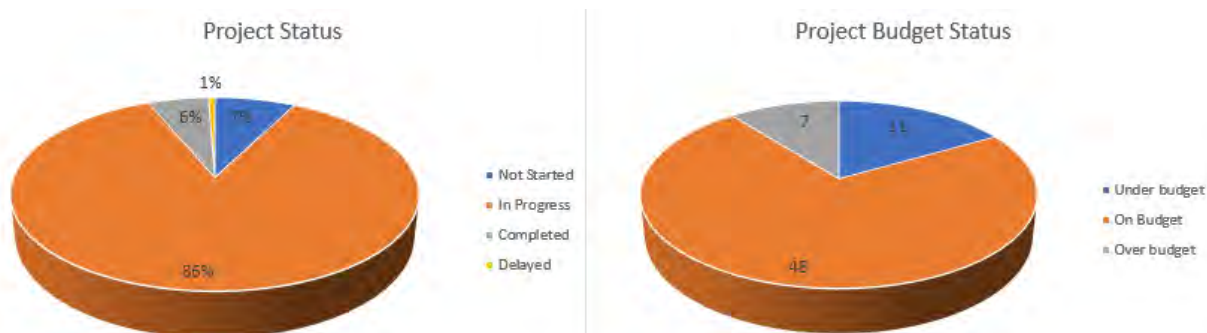
Project Status

- 66 total projects
- 13 projects have not started
- 42 projects are in progress
- 10 projects are complete
- 1 project is delayed
- 1 project is cancelled

Project Completion

Town administration has had another early start on the 2024 Capital Projects. Based on current forecasts, most projects are likely to be fully completed by year end.

1 project has been identified as requiring supplemental funding and will be presented to council in due course.



Capital Project Name	Project Code	Manager	2024 Revised Budget	2024 Actual Spent	Forecast Spend	Budget Variance	Project Status	Comments
Administration								
Rebranding Rollout	COM_MA0001	Johnathan Strathdee	6,000		6,000	-	In Progress	Working with a third party regarding brand expansion and development of templates.
Event Tools and Equipment	COM_MA0002	Johnathan Strathdee	5,000		5,000	-	In Progress	
Wayfinding	COM_MA2401	Johnathan Strathdee	75,000		75,000	-	Not Started	
Digital Highway Sign (Removal)	COM_MA2402	Johnathan Strathdee	10,000		10,000	-	Not Started	
GP Upgrades	FNC_MA0002	Ray Chan	30,000		30,000	-	In Progress	Developing quality assurance (testing) environment related to the Microsoft GP annual tax table upgrade. ETA Q4 2024. Additional Diamond software bug patching in Q2/3.
Offsite Backups	INF_MA0001	Ray Chan	13,700	4,620	9,080	-	In Progress	Offsite Backup implemented between SMB and Family Centre. Carry over to complete remaining backup storage lifecycle maintenance upgrade. ETA Q3 2024.
Continuity of Connectivity between Buildings	INF_MA0003	Ray Chan	2,000		2,000	-	Not Started	Technical resources constraint - on-hold until Q3 2024
Disaster Recovery - IT Infrastructure/Network	INF_MA0007	Ray Chan	15,000		15,000	-	Not Started	Technical resources constraint - on-hold until Q3 2024
Replace Phone System	INF_MA0008	Ray Chan	10,900	4,875	10,900	-	In Progress	Firehall's system replaced Q4 2022. FCSS, Sport Centre, Arena, and Aquatic Centre Completed. Operation and Public Works Completed. SMB ETA Q2 2024.
Evergreen client compute equipment	INF_MA0009	Ray Chan	36,250	1,695	34,555	-	In Progress	Phase 2 RFP in 2024 Q2 (Qty 20). Preparing RFP - IQDS and CPS division laptop replacement. Gathering requirements for next replacement phase RFP.
Cybersecurity Improvements, Risk Remediation, Network Security	INF_MA0010	Ray Chan	8,000		8,000	-	In Progress	Cybersecurity ISO27001 assessment activity in Q1-2 2023 and IT Department Functional report. Rescheduled to Q2-3, 2024
IT Backup Systems Project	INF_MA0012	Ray Chan	130,000		130,000	-	In Progress	RFP going out Q2 2024 for downsized/common solution. Work in progress.
IT - Municipal Surveillance Assessment & Initial Cameras	INF_MA2301	Ray Chan	15,000	4,806	15,000	-	In Progress	Proof of concept (POC) testing in progress. 2024 Q3-4 for camera installation adjustment related to new surveillance policy.
IT - Building Cable Plant - Aquatic Center	INF_MA2401	Ray Chan	57,000		57,000	-	In Progress	Gathering design requirements for implementation. ETA Q3-4 2024.
IT - SMB Alarm System Conversion	INF_MA2402	Ray Chan	25,000	15,000	15,000	10,000	In Progress	New alarm system has been commissioned and in use. Additional scope changes for additional panic buttons and sensors being installed in Q2 2024.
Fire Services								
AFFRCS Radio Conversion	FIR_MA2401	David Sturgeon	275,000	250,626	271,000	4,000	In Progress	Ordered ETA July 2024
Fire Hose & Nozzle Replacement	FIR_MA2402	David Sturgeon	50,000		50,500	(500)	In Progress	Ordered ETA August 2024
Thermal Imaging Camera & GX2 Ammonia Detector	FIR_MA2403	David Sturgeon	15,000	15,073	15,073	(73)	Completed	
SCBA Bottles Replacement	FIR_MA2404	David Sturgeon	15,000		13,600	1,400	Completed	Order received April 29
Replace Gas with Battery Powered Positive Pressure Ventilation Fan	FIR_MA2405	David Sturgeon	12,000	10,100	10,100	1,900	Completed	
Type 2 Sprinkler Protection System	FIR_VE2401	David Sturgeon	250,000	109,348	230,000	20,000	In Progress	New project added. Resolution #016.01.24. \$100k Fire Reserve, balance up to \$150k from Financial Stabilization Reserve
Common Services								
Operations Shop - Emergency Exit Stairwell	CSE_BU2301	Donna McCallum	25,000		45,000	(20,000)	In Progress	current quotes are too low, will require additional funds to construct a proper safety exit
Capital Building Improvements - Mechanic Shop	CSE_BU2401	Donna McCallum	250,000		250,000	-	In Progress	Ongoing maintenance and repairs to building. Purchase orders issued.
LED upgrades	CSE_BU2402	Donna McCallum	121,000		121,000	-	In Progress	Purchase orders issued. Ongoing installs at all facilities
Bucket Truck	CSE_MA0010	Donna McCallum	202,300	205,027	205,027	(2,727)	Completed	
Fleet - GPS units	CSE_MA2401	Donna McCallum	25,000		25,000	-	In Progress	
Cargo Van - Facilities	CSE_VE2301	Donna McCallum	40,000		40,000	-	In Progress	receiving quotes
Roads								
Roads - New Sand/Salt Storage Facility	ROA_BU2401	Donna McCallum	285,000	51,952	285,000	-	In Progress	facility procured, asphalt base to be install prior to erecting building
Sidewalk improvements Annual Program	ROA_EN0011	Donna McCallum	200,000		200,000	-	Not Started	
Capital Projects Engineering Annual Program	ROA_EN2301	Ethan Wilson	105,000	1,079	105,000	-	In Progress	
Road Asset Management Plan (RAMP) Annual Program	ROA_EN2304	Ethan Wilson	315,000		315,000	-	In Progress	
Roads - New Ice Breaker Loader Attachment	ROA_MA2401	Donna McCallum	40,000	38,989	38,989	1,011	Completed	
Roads - New Calcium Tank	ROA_MA2402	Donna McCallum	20,000	21,727	21,727	(1,727)	Completed	
Roads - EPW 39 John Deere 770 Motor Grader Replace	ROA_VE2401	Donna McCallum	680,000		666,075	13,925	In Progress	PO issued, waiting on delivery
Roads - PW 70 Chevrolet Silverado 1500 Replacement	ROA_VE2402	Donna McCallum	68,000		68,000	-	Not Started	
Roads - EPW 58 & PW 27 Consolidation and Replacement	ROA_VE2403	Donna McCallum	40,000	38,552	38,552	1,448	Completed	

Capital Project Name	Project Code	Manager	2024 Revised Budget	2024 Actual Spent	Forecast Spend	Budget Variance	Project Status	Comments
Water								
Water Reservoir Upgrades	WAT_BU2401	Ethan Wilson	2,265,000		2,265,000	-	In Progress	
Central Irrigation System	WAT_EN0003	Ethan Wilson	10,000		10,000	-	In Progress	
Water Licence	WAT_EN2301	Ethan Wilson	608,950		608,950	-	In Progress	
Environmental Monitoring - Ag Society Grounds	WAT_EN2401	Ethan Wilson	45,000		45,000	-	In Progress	New project added. Resolution # 020.20.24. Financial Stabilization Reserve
Wastewater								
Lift Station Upgrades	SAN_EN2301	Ethan Wilson	50,000		50,000	-	In Progress	
WwTP Arc Flash Study	SAN_EN2401	Ethan Wilson	18,000		18,000	-	In Progress	
WwTP PLC/SCADA Upgrades (year 2 of 3)	SAN_MA2301	Ethan Wilson	479,000		479,000	-	In Progress	Grant funding of \$32,076.42 received Jan 30, 2024.
WwTP Lab Equipment	SAN_MA2302	Ethan Wilson	20,000		20,000	-	In Progress	
WwTP General Plant Upgrades	SAN_MA2303	Ethan Wilson	85,000		85,000	-	In Progress	
WwTP Polymer Make-Up System	SAN_MA2401	Ethan Wilson	-		-	-	Not Started	Project Cancelled. Resolution # 075.04.24 CCBF Grant
WwTP Primary Clarifier Repair	SAN_MA2402	Ethan Wilson	175,000		175,000	-	In Progress	New project added. Resolution # 075.04.24 CCBF Grant
Recreation								
Aquatic Centre - Roof Replacement	REC_BU2302	Mark Pretzlaff	-	1,488	1,488	(1,488)	Completed	Late trailing costs
Aquatic Center - Chemical Room Repairs	REC_BU2401	Natasha Barron	8,000		8,000	-	In Progress	Parts ordered, installation to occur during shutdown (late Aug./early Sept.)
Aquatic Center - Guardrail/Fall Protection	REC_MA2401	Natasha Barron	10,000		10,000	-	Not Started	
Aquatic Center - Lane Ropes	REC_MA2402	Natasha Barron	5,000		5,000	-	In Progress	Ordered and awaiting arrival.
Aquatic Center - Pool Pumps	REC_MA2403	Natasha Barron	28,000		28,000	-	Not Started	
Curling Rink - Roof Replacement	REC_BU2402	Marcie Brinton	537,000		537,000	-	In Progress	Currently in tender process.
Family Centre - Ice Plant Compressor Overhaul	REC_MA2404	Craig Dilts	15,000		30,000	(15,000)	In Progress	Contractor selected, scheduled to start May 6, 2024.
Family Centre - Wall & Siding Replacement	REC_BU2403	Craig Dilts	100,000		100,000	-	Not Started	
Sports Centre - Magnum Gym new floor	REC_BU2404	Lisa Montgomery	96,000		96,000	-	In Progress	PO issued, contract awarded, projected start date of May 6, 2024.
Sports Centre Electrical Panel	REC_MA0001	Marcie Brinton	50,000		50,000	-	Delayed	
Recreation Needs Assessment		Marcie Brinton	60,000		60,000	-	In Progress	New Project Added. Resolution #046.03.24. Financial Stabilization Reserve
Parks								
Parks - Pathway Lifecycle Annual Program	PAR_LI2301	Ethan Wilson	75,000		75,000	-	In Progress	
Parks - Site Furniture (Benches, picnic tables, garbage bins)	PAR_LI0006	Donna McCallum	25,000		25,000	-	Not Started	
Lifecycle Playground Equipment Replacement	PAR_MA0001	Donna McCallum	84,550		84,550	-	In Progress	PO issued and equipment procured. Install to begin May 2024
Parks - Kinsmen Park Christmas Lights Annual Program	PAR_MA2301	Donna McCallum	20,000		20,000	-	Not Started	
Parks - EPK 62 - Mower Replacement	PAR_VE2401	Donna McCallum	77,000	73,104	73,104	3,896	Completed	
Parks - EPK61 - Mower Replacement	PAR_VE2402	Donna McCallum	77,000	73,316	73,316	3,684	Completed	
Parks - PK 10 - Replacement	PAR_VE2403	Donna McCallum	100,000		100,000	-	Not Started	
Parks - PK 60 - Dodge Ram 1500 - Replacement	PAR_VE2404	Donna McCallum	85,000		71,000	14,000	In Progress	
Capital Budget Total								
			8,680,650	921,377	8,640,586	33,749		



Request for Decision

To: Council

Staff Contact: Johnathan Stratthdee, Manager of Legislative Services

Date Prepared: May 20, 2024

Meeting Date: June 5, 2024

SUBJECT: Strathmore High School Powwow Donation Request

RECOMMENDATION: THAT Council refer this matter to Administration for review and action as appropriate.

STRATEGIC PRIORITIES:



Affordable
Housing



Climate
Resiliency



Community
Development



Community
Wellness



Economic
Development



Financial
Sustainability

HOW THE STRATEGIC PRIORITIES ARE MET:

Under the Intentional Community Development priority, Council identified one of the key activities to be Diversity, Equity and Inclusion. Supporting different cultural events is one way to achieve this part of the strategic plan.

SUSTAINABILITY

ECONOMIC SUSTAINABILITY:

N/A

SOCIAL SUSTAINABILITY:

N/A

ENVIRONMENTAL SUSTAINABILITY:

N/A

IMPLICATIONS OF RECOMMENDATION:

GENERAL:

N/A

ORGANIZATIONAL:

The organizational implications is limited to staff time to prepare this report and coordinate as directed by Council.

OPERATIONAL:

N/A

FINANCIAL:

The potential sponsorship could range from \$50 to \$1000.

POLICY:

N/A

IMPLEMENTATION:

If Council approves, Administration will work with the Family Community Support Services (FCSS) team to determine an amount that may be funded. The team will liaise with Pacey Strangling Wolf to fulfill.

BACKGROUND:

The Strathmore High School Graduation Powwow Committee is seeking donations from the community for this year's event that will be taking place on June 14, 2024.

The intent of this powwow is to bring communities together in steps to reconciliation and to honor indigenous students. This year the high school has 5 Siksika students among the 200+ graduates.

Options for sponsorship include:

- \$500 each for the Adult award categories of Woman's Jingle and Traditional; and Men's Fancy, Grass, and Traditional.
 - \$50 x 20 awards for the Golden Age Category
-

KEY ISSUE(S)/CONCEPT(S):

Whether Council wishes to support the 2024 Strathmore High School Graduation Powwow with a donation.

DESIRED OUTCOMES:

For Council to direct Administration to act on the request from Strathmore High School's FNMI Student Liaison Counsellor with an amount at the FCSS's discretion.

COMMUNICATIONS:

N/A

ALTERNATIVE ACTIONS/MOTIONS:

1. THAT Council approve a donation from the FCSS Fund to the Strathmore High School Graduation Powwow in a specific amount.
2. THAT Council not approve a donation from the FCSS Fund to the Strathmore High School Graduation Powwow.

ATTACHMENTS:

[Attachment I: Strathmore High School Powwow Donation Request](#)

Claudette Thorhaug, Legislative Services Officer

Approved
- 28 May
2024

Johnathan Strathdee, Manager of Legislative Services

Approved
- 29 May
2024

Kara Rusk, Director of Strategic, Administrative, and Financial Services

Approved
- 30 May
2024

Kevin Scoble, Chief Administrative Officer

Approved
- 31 May
2024



HOME OF THE SPARTANS STRATHMORE HIGH SCHOOL

100 Brent Blvd, Strathmore, Alberta T1P 1V2 * (403) 934-3135

Principal: Douglas Raycroft

Associate Principals: Agnieszka Barwacz-Riou & Kevin Mertz

www.strathmorehighschool.com

May 07, 2024

Town of Strathmore
PO Box 2280
1 Parklane Drive
Strathmore, AB
T1P 1K2

To Mayor Pat Fule and Town Councillors,

RE: Strathmore High School Annual Graduation Pow-wow (June 14, 2024)

I am the new First Nations Metis and Inuit Liaison at Strathmore High School, I work with our Indigenous students to make sure they are successful in and out of school. Strathmore High School will be hosting our annual Graduation Pow Wow. This year we have 5 Siksika students among 200+ graduates at SHS. Our Graduation Pow Wow is to bring our communities together in steps to reconciliation, to honor our Indigenous students in their dedication to their studies.

On behalf of the parents and students, we are requesting donations for the Annual Graduation Pow-wow. Your donation would be greatly appreciated and your continued support is truly valued. We are hoping to have sponsors for our Adult Categories (\$500 per category- Women's Jingle and Traditional, and Men's Fancy, Grass, and Traditional) and our Golden Age Category ([50x20] \$1000). Any donation is acceptable and truly appreciated.

Our students and staff look forward to your support and attendance. In appreciation of your sponsorship, the students at Strathmore High School would like to gift you beaded lanyards of our school logo.

To make a contribution, please send your donation in the self addressed envelope provided or feel free to hand deliver it to Strathmore High School. Many thanks in advance for your continued support. We look forward to seeing you at our annual Graduation Pow Wow!

Sincerely,

Sec. 17, FOIP

Pacey Strangling Wolf

FNMI Student Liaison Counsellor

Cc: Mr. Doug Raycroft, Principal

TOWN OF STRATHMORE
Accounting

MAY 14 2024

TOWN OF STRATHMORE
Accounting

RECEIVED

MAY 14 2024

RECEIVED:

We Care

35th Annual STRATHMORE HIGH SCHOOL GRADUATION POWWOW

FRIDAY JUNE 14, 2024

GRAND ENTRY: 6PM



SHS GYMNASIUM

CELEBRATING & HONORING ALL GRADUATES OF THE CLASS OF 2024

HOST DRUM : SORREL RIDER

DANCE SPECIALS IN ALL CATEGORIES

FIRST 5 DRUM GROUPS WILL BE PAID

GRADUATES HONOR DANCE AND GIVEAWAY

For more information contact Pacey Strangling Wolf @ 403-934-3135

DISCLAIMER: STRATHMORE HIGH SCHOOL WILL NOT BE RESPONSIBLE FOR THEFT, DAMAGE, LOSS OF PERSONS OR ITEMS, OR TRAVEL EXPENSES DURING THIS EVENT



Request for Decision

To: Council

Staff Contact: Johnathan Stratthdee, Manager of Legislative Services

Date Prepared: May 23, 2024

Meeting Date: June 5, 2024

SUBJECT: Royal Canadian Airforce Flyby Authorization Letter

RECOMMENDATION: THAT Council approve the RCAF Flyby Authorization Letter as presented in Attachment I, so that the Strathmore Stampede Administration may pursue a request for F-18 Fighter Jets on Saturday August 3, 2024 for Armed Forces Day at the Rodeo.

STRATEGIC PRIORITIES:



Affordable
Housing



Climate
Resiliency



Community
Development



Community
Wellness



Economic
Development



Financial
Sustainability

HOW THE STRATEGIC PRIORITIES ARE MET:

This shows the Town's continued support for the Strathmore Stampede as a community event that encourages positive connections.

SUSTAINABILITY

ECONOMIC SUSTAINABILITY:

N/A

SOCIAL SUSTAINABILITY:

N/A

ENVIRONMENTAL SUSTAINABILITY:

N/A

IMPLICATIONS OF RECOMMENDATION:

GENERAL:

N/A

ORGANIZATIONAL:

The organizational implications are limited to the preparation of this letter and report.

OPERATIONAL:

N/A

FINANCIAL:

The financial implications are limited to the staff time to prepare this letter and report.

POLICY:

This letter does not meet the criteria to be circulated under the Town's Letter of Support Policy as it is not on the Strategic Plan and there has not been any previous direction in this regard.

IMPLEMENTATION:

Should Council approve the Authorization Letter in Attachment I, Administration will arrange for the Mayor's signature and will provide the completed document back to the Strathmore Stampede Organization Committee.

BACKGROUND:

There has been a request from organizers of the Strathmore Stampede for the RCAF to do a fly over with F-18 Fighter Jets. The fly over would take place on Saturday August 3, for Armed Forces Day at the Rodeo.

In order to pursue approval to do so, as a first step, the RCAF requires a letter of permission from the Mayor or Town Council indicating support.

Requirement:

1. A letter from the Mayor or Town Council of Strathmore, AB authorizing the flyby altitude of 500 ft. In order to seek approval for the flyby to take place as low as 500 feet, your letter must include the sentence completed below with the following information:

“The Municipality of Strathmore, AB is supportive of a flyby by RCAF Aircraft as low as 500 feet, for the planned Strathmore Stampede being held in Strathmore for transit, practice and shows on 3 AUG 2024.”

Once an authorization letter has been given from the Town, then the Strathmore Stampede will work with the RCAF to obtain further permissions required for the flyover to safely take place.

KEY ISSUE(S)/CONCEPT(S):

Council consideration for authorizing the Strathmore Stampede to pursue a RCAF flyover during the 2024 event.

DESIRED OUTCOMES:

Council to approve the signing and distribution of the Authorization Letter for a RCAF Flyby, as presented in Attachment I.

COMMUNICATIONS:

Should final permissions be granted for the requested flyby, and the action be confirmed the Communications Team will work with the Strathmore and District Agricultural Society to ensure residents are informed.

ALTERNATIVE ACTIONS/MOTIONS:

1. Council may make suggested amendments to Attachment I.
2. Council may choose to not support the Authorization Letter as presented in Attachment I.

ATTACHMENTS:

[Attachment I: Town of Strathmore RCAF Request 27 May 2024](#)

Johnathan Strathdee, Manager of Legislative Services

Approved
- 27 May
2024

Kara Rusk, Director of Strategic, Administrative, and Financial Services

Approved
- 30 May
2024

Kevin Scoble, Chief Administrative Officer

Approved
- 30 May
2024

May 27, 2024

To:
RCAF Special Events
1 Canadian Air Division
PO Box 17000, Stn. Forces
Winnipeg, MB R3J 3Y5

RE: Town of Strathmore Authorization; Request for F-18 Fighter Jets, Saturday August 3, 2024

To whom it may concern:

On behalf of Town Council, I would like to express our support of the *Strathmore and District Agricultural Society* in seeking RCAF participation in the 2024 Strathmore Stampede. This is an event that provides fun for all ages and welcomes large crowds to our region each year, an RCAF flyby would be an exciting addition.

Understanding that authorization by Council is required to pursue, let it be known that, the Municipality of STRATHMORE, AB is supportive of a flyby by RCAF Aircraft as low as 500 feet, for the planned STRATHMORE STAMPEDE being held in STRATHMORE for transit, practice and shows on 3 AUG 2024.

If you have questions or require additional information please do not hesitate to contact our offices at 403-934-3133 or by email at lsadmin@strathmore.ca.

Sincerely,

Pat Fule
Mayor, Town of Strathmore

A decorative graphic in the bottom right corner consisting of overlapping blue, yellow, and green shapes, with a stylized sunburst or flower-like pattern in the center.
Strathmore.ca

1 Parklane Dr. (Box 2280)
Strathmore AB T1P 1K2



Request for Decision

To: Council

Staff Contact: Kara Rusk, Director of Strategic, Administrative, and Financial Services

Date Prepared: May 23, 2024

Meeting Date: June 5, 2024

SUBJECT: Application for the Alberta Municipalities 2024 Dedicated Senior Team Award

RECOMMENDATION: THAT Council approve the Town of Strathmore's Application to Alberta Municipalities for their 2024 Dedicated Senior Leadership Team Award, as seen in Attachments I and II.

AND THAT Council direct Administration to obtain the necessary signatures and submit for consideration prior to the June 14, 2024 deadline.

STRATEGIC PRIORITIES:



Affordable
Housing



Climate
Resiliency



Community
Development



Community
Wellness



Economic
Development



Financial
Sustainability

HOW THE STRATEGIC PRIORITIES ARE MET:

Under the Intentional Community Development priority, Council identified one of the key activities to be Diversity, Equity and Inclusion. By celebrating the strides the Town has taken in this area, and by seeking recognition for those working on change, we can create more awareness. In addition, if the Town is successful, this goes a long way in terms of supporting economic development because investors are frequently looking for communities to demonstrate that they are innovative and think differently before choosing to invest.

SUSTAINABILITY

ECONOMIC SUSTAINABILITY:

N/A

SOCIAL SUSTAINABILITY:

N/A

ENVIRONMENTAL SUSTAINABILITY:

N/A

IMPLICATIONS OF RECOMMENDATION:

GENERAL:

N/A

ORGANIZATIONAL:

The organizational implications are limited to the development of this report and the application.

OPERATIONAL:

N/A

FINANCIAL:

The financial implications are limited to the staff time to prepare this report, attachment and to submit it, if Council approves the resolution.

POLICY:

The application for the award, aligns with highlighting the positive work that has been undertaken as part of Council's Strategic Plan.

IMPLEMENTATION:

Should Council support the proposed application, Administration will submit the application ahead of the June 14, 2024 deadline.

BACKGROUND:

The purpose of this Alberta Municipalities & SLGM sponsored award is to recognize an outstanding municipal team. A Council may nominate their team for the Dedicated Senior

Team Award by completing the nomination form. Completed nominations are to be submitted to the Society of Local Government Managers by June 14, 2024.

The recommendation is to submit a nomination, as seen in Attachments I and II, for the Town of Strathmore's Senior Leadership Team, specifically for the continued work on the Lead by Example Powwow and other engagement with Siksika Nation. This application not only highlights the work by the Senior Leadership Team but also Council and the Town's incredible staff.

Under the guidance of the Town of Strathmore's Senior Leadership Team, the Lead by Example Powwow was a resounding success, bringing about a powerful sense of community, focusing on truth and reconciliation and being the first Powwow to be organized by municipality of under 15,000 in Alberta.

In true collaborative spirit, over 40 industry and organizational partners walked alongside the Town of Strathmore for this next step in the region's reconciliation efforts; a step we were all proud to take with Siksika Nation. In under 4-months, over \$100,000 was raised by Town staff alone in sponsorship generating over \$70,000 in payout for dancers and drummers.

The application also discusses the other actions that have been taken, including but not limited to the establishment of the society, the healing gardens, the memorial for Kristian Ayoungman and much more!

KEY ISSUE(S)/CONCEPT(S):

The key issue for Council's consideration is to decide whether it wishes to pursue submitting a nomination to the Alberta Municipalities for the 2024 Dedicated Senior Leadership Team Award.

DESIRED OUTCOMES:

For Council to approve the submission to the Alberta Municipalities for the 2024 Dedicated Senior Leadership Team Award.

COMMUNICATIONS:

None at this time

ALTERNATIVE ACTIONS/MOTIONS:

Council may choose to not pursue a nomination at this time.

ATTACHMENTS:

[Attachment I: Awards Nomination](#)

[Attachment II: Dedicated Team Award 2024](#)

Johnathan Stratthdee, Manager of Legislative Services

Approved
- 27 May
2024

Kara Rusk, Director of Strategic, Administrative, and Financial Services

Approved
- 30 May
2024

Kevin Scoble, Chief Administrative Officer

Approved
- 30 May
2024



Alberta Municipalities and Society of Local
Government Managers of Alberta (SLGM)

2024 Awards

Nomination:

Dedicated Senior Team



Strathmore

Page 262 of 373

Dedicated Senior Team Nomination

Team Nominees:

- 1. Name:** Kevin Scoble
Position: Chief Administrative Officer
- 2. Name:** Kara Rusk
Position: Director of Strategic, Administrative, and Financial Services
- 3. Name:** Mark Pretzlaff
Position: Director of Community and Protective Services
- 4. Name:** Jamie Dugdale
Position: Director of Infrastructure, Operations, and Development Services

Municipality: Town of Strathmore

Municipality Address: 1 Parklane Drive

Town/City: Strathmore

Province: Alberta

Postal Code: T1P 1K2

Email: kara.rusk@strathmore.ca

Primary Phone: 403-361-1981

Contact: Kara Rusk

Position: Director of Strategic, Administrative, and Financial Service



Addendum 1

Leadership

administration, council, community



On March 17, 2019, Kristian Kakato'si Ayoungman was killed on a highway near Strathmore, Alberta. Kristian was an elite young hockey player and champion dancer and was an inspiring leader to many other youths. His mother knew that the healing over her son's death could also heal racial injustice in her communities. In the award-winning documentary, Ayoungman, Melodie Ayoungman challenges two communities to work together and learn about one another. For five years Melodie Ayoungman has worked with the Town of Strathmore and Siksika Nation to deepen relationships, build partnerships, and inspire people through Kristian's memory.

Drawing upon the profound significance of the number four in Indigenous cultures—symbolizing the seasons, directions, and elements—March 18 and 19, 2023 was chosen for the most ambitious undertaking the partnership had seen to date. Four years had passed since the tragedy, and Melodie had a vision to honour her son through the establishment of an annual Powwow in Kristian's memory with the vision of turning this tragedy into a growth opportunity for reconciliation in the region and beyond. The Town of Strathmore's Senior Leadership Team understood the importance of bringing this vision to life, while also balancing the financial restraint that municipalities are under and committed fully to lead the initiative.

Under the guidance of the Town of Strathmore's Senior Leadership Team, the Lead by Example Powwow was a resounding success, bringing about a powerful sense of community, focusing on truth and reconciliation and being the first Powwow to be organized by a municipality of under 15,000 in Alberta.

This undertaking required the dedication and collaboration of Town of Strathmore Council members, Siksika Nation Council Members, representatives from all areas of Administration, external volunteers, sponsors, vendors, media, community and industry partners. With the Town of Strathmore's Senior Leadership Team at the helm, Strathmore saw visitors come from all over North America, both indigenous and non-indigenous, to experience the incredible cross-cultural community celebration and full contest Powwow in honour of Kakato'si Kristian Ayoungman.

Involving Siksika Nation was critical as sharing their culture with Strathmore underscored the power of partnership. Together, the two communities harnessed available resources creatively to make the vision of the Lead by Example Powwow a reality.

People from across Canada and the US made their way to Strathmore to experience world-class Indigenous singing and dancing, right here in Southern Alberta. Welcoming over 1000 attendees per day, including dancers and their families, with 487 dancers and 204 drummers, it showcased the harmony of diverse voices.

In true collaborative spirit, over 40 industry and organizational partners walked alongside the Town of Strathmore for this next step in the region's reconciliation efforts; a step we were all proud to take with Siksika Nation. In under 4-months, over \$100,000 was raised by Town staff alone in sponsorship generating over \$70,000 in payout for dancers and drummers.

Beyond Strathmore and Siksika Nation, neighboring municipalities of Village of Standard, Village of Rockyford, and City of Calgary, joined the movement. Blackfoot Confederacy and Alberta Municipalities further added to the ripple effect of unity.

The Lead by Example Powwow's success has certainly been felt throughout the entire Strathmore region and, as we understand it, is being used as a defining example throughout the powwow community in Alberta and beyond.

Addendum 2

Policy development



The success from the 2023 Lead by Example Powwow was felt both within the community and beyond. Melodie Ayoungman saw the value that this event brought and had dreams to make it even bigger and better than it already was. The Town's Senior Leadership Team recognized the importance of creating a framework that would not only ensure the success but also the long-term viability of this event.

In 2024, the Town of Strathmore established the Kakato'si Kristian Ayoungman Foundation in partnership with the Ayoungman Family, Siksika Nation and various community partners, including the Strathmore Ag Society, Strathmore Chamber of Commerce, just to name a few.

The Foundation's first project in 2024 is the second annual Lead by Example Powwow, which promises to be even larger than the original event. It will continue to include the cross-cultural community celebration and full contest Powwow in honour of Kakato'si Kristian Ayoungman but will also include Indian Relay Races, a Princess Pageant and a full entertainment stage!

The establishment of the Kakato'si Kristian Ayoungman Foundation enables the foundation to apply and leverage provincial and federal grants that will aid in ensuring the long-term viability and success of this vital event. The Foundation continues to leverage the relationships built from the inaugural event with corporate sponsorships as well.

Addendum 3

Council relations



Following the tragic passing of Kristian, the Town of Strathmore's Council and Siksika Nation's Council established a Joint Council for the purpose of discussing key issues around racial injustice, equal access to healthcare, employment opportunities and more!

As part of these Joint Council discussions, it was identified that there was a need for indigenous elders. The Town of Strathmore's Council worked with the Provincial Government and was successful in obtaining support for a 24/7 Indigenous liaison at the Strathmore Hospital.

This committee was also instrumental in the establishment of the Safe Transportation Program, which is a joint effort between Siksika Nation and Strathmore that ensures the safe transit of Siksika First Nations persons from the Strathmore RCMP detachment to Siksika Nation or the overnight shelter during inclement weather or when safety is a concern.

Siksika Nation ensured that a representative from their Council was in attendance at all the committee meetings to offer support to Melodie but also broad guidance in terms of indigenous learnings.

The establishment and collaboration amongst this Joint Council is ultimately what allowed members of Strathmore and Siksika Nation to come together to honour Kristian's memory, while also walking the talk in terms of reconciliation for the region and beyond!

At the Powwow, the Mayor and Chief walked side by side during the opening ceremonies, highlighting the commitment of these two leaders to work collaboratively towards reconciliation.

The Town of Strathmore's Council continues to be dedicated in terms of its ongoing relationship with Siksika Nation and this bond was strengthened through the joint commitment of this event.

Addendum 4

Human resources management



The Town of Strathmore recognized that the success of this event would require dedicated resources and, therefore, established a cross-departmental steering committee, that included representatives from across the entire organization. This committee was led by the Senior Leadership Team but could not have been successful without the dedication and commitment of the Town's amazing staff.

The cross-departmental committee oversaw the planning of the event, securing corporate sponsorships, recruiting and training volunteers and organizing crews to ensure the Lead by Example Powwow ran smoothly. This meant establishing a dedicated team for the set-up and take down of the event, and servers for the VIP section, which included dignitaries such as the local MLA, MP, representatives from Alberta Municipalities, corporate sponsors and more!

The Town granted each employee a paid volunteer day to use in exchange for volunteering at the Powwow event, which allowed staff the opportunity to participate, while balancing the Town's financial and human resources to ensure the financial sustainability of this event.

Addendum 5**Project planning and implementation**

Leading the Powwow was an excellent learning opportunity for the Town of Strathmore on many fronts. With the establishment of the steering committee, it quickly became apparent for the need to have a project plan document, detailed agendas and minutes following weekly meetings, the development of risk matrices, real time budget tracking, appropriate insurance, extensive communications and marketing and more! The detailed documentation and planning included target deadlines and the assignment of responsibility throughout the organization. The Town of Strathmore has an exceptional talent base in terms of its staff, and they rose to the occasion in terms of meeting the deliverables that were asked of them.

Addendum 6

Financial management



The Town of Strathmore is dedicated to financial sustainability. While the Town recognized the importance of embarking upon this journey, there was critical thought and planning put into ensuring that the budget that was developed was realistic and would not require additional Town funds, over and above staff time.

Town staff from across the organization quickly went to work engaging various vendors, corporate sponsors and, in some cases, leveraged personal connections as well to support this event. In under four months, Town staff had raised over \$100,000 in sponsorship, which would ultimately ensure the financial sustainability of this inaugural event, which resulted in the ability to distribute over \$70,000 in prize money.

The Town's finance team was dedicated in terms of providing ongoing, real-time updates to the budget regarding sponsorships and expenses, which ensured the highest quality of financial management for this event.

Addendum 7

Community relations



The Town has consistently demonstrated its ongoing commitment to reconciliation, which was critical in terms of establishing the foundation for the success of the Lead by Example Powwow.

In 2021, the Town's indigenous healing garden was dedicated and planted in front of the Strathmore Municipal Building. In 2023, the garden saw its first successful harvest of sweetgrass, tobacco, and sage – a harvest shared with local organizations to aid in further cultural education efforts.

In 2022, a memorial for Kristian was unveiled in Kinsmen Park, standing as a poignant reminder of the community's journey. Near the memorial, three stones stand upright, symbolizing pillars of transformation and erected in collaboration with Siksika Nation—a physical manifestation of our collective growth.

In 2023, a new flagpole was installed in front of Strathmore's Municipal Building and facing Kristian's memorial, where the Siksika Nation flag now proudly flies.

In March of 2023, the Powwow brought over 1000 attendees each day, which sold out the facility for the duration of the event. Looking forward to the 2024 Lead by Example Powwow, the success from the inaugural event is ultimately what has created the foundation and need for the larger venue at the Strathmore Ag Society going forward.

Addendum 8

Professional development



Strathmore's Council and Senior Leadership Team has consistently demonstrated a commitment to reconciliation. Meaningful engagement with Siksika Nation's leadership and Siksika members has been instrumental in the development or refinement of Town programs and services.

The Blackfoot name 'Omahksikokii' (big corner) was bestowed on Strathmore, and it has been proudly featured on uniforms and other materials throughout the community.

In 2021, the Town arranged training for local businesses. In 2022, all staff were provided training by Siksika Elders. In 2023, staff and Council were provided with DEI training. These training opportunities were critical with setting staff and the broader community up for success at the Lead by Example Powwow. The Town provided a dedicated Safety Advisor for the event, which helped to promote the Town's health & safety program through the completion of hazard assessments, purchasing safety equipment, as required and through the delivery of training to volunteers both days of the event.

The Town of Strathmore continues to partner with members Siksika Nation on an annual basis for Orange Shirt Day. While some communities close their doors, Strathmore leverages its partnerships to create ongoing learning opportunities for staff through the sharing of stories, cultural food, dancing and more!

Addendum 9

Long term strategic planning



The Town of Strathmore's Strategic Plan has six key priorities:

1. **Affordable Living** – Strathmore is an affordable community for residents and businesses enabling access to housing, services and supports.
2. **Financial Sustainability** – Strathmore provides predictable and prudent tax rates and user fees that reduce overall Town debt, build financial reserves, maintain existing assets and plan for sustainable growth.
3. **Intentional Community Development** – Strathmore creates communities for its residents and its neighbours and institutional partners, which promotes sustainable and interdependent family friendly spaces.
4. **Climate Resiliency Including Environmental Stewardship** – Strathmore protects, manages and enhances its local environment while preparing for future challenges due to climate change.
5. **Economic Development** – Strathmore is well positioned to encourage commercial and industrial economic development with a focus on sustainable growth.
6. **Community Wellness** – Strathmore values Community Wellness focused on the maintenance, protection and improvement of services that support optimum lifestyles.

Under the Intentional Community Development priority, Council identified one of the key activities to be Diversity, Equity and Inclusivity.

In the development of the Town's Corporate Business Plan, the Senior Leadership Team reviewed this pillar and identified the opportunities around leading the Lead by Example Powwow but doing so in a financially sustainable manner through the generous support of corporate sponsorships.

The Senior Leadership Team provides a quarterly report to Council in terms of action undertaken in relation to Council's Strategic Plan and the Corporate Business Plan initiatives and was thrilled to be able to report to Council and the community around the success of this initiative.

Addendum 10**Respected team and seen to have a high level of integrity within the administration of the municipality**

The Senior Leadership Team at the Town of Strathmore was a relatively new team, with most members joining in mid-2021 and the CAO joining in early 2022. The team is comprised of members with a diverse but extensive range of experience that includes municipal, private sector and, post-secondary. This depth of experience is something unique to the Town of Strathmore, especially given the size of the municipality!

The Lead by Example Powwow was an exceptional opportunity for the Senior Leadership Team to learn and develop into a high performing and cohesive team that is built on trust, open communication, conflict resolution and accountability. The ability to influence the organization to pivot in terms of priorities and to pull off the success of the Lead by Example Powwow is a testament to this team and the impact that it has on the organization.

Thank you to our partners and sponsors.

REGIONAL PARTNERS



SPONSORS



2024 Awards

Dedicated Senior Team



The purpose of this Alberta Municipalities & SLGM sponsored award is to recognize an outstanding municipal team.

Completed nominations are to be submitted to the Society of Local Government Managers by June 14, 2024.

E-mail:
linda.davies@shaw.ca

Mail:
Society of Local Government Managers
P.O. Box 308 4629-54 Ave.
Bruderheim, AB T0B 0S0

No late submissions accepted

Dedicated Senior Team Award

The purpose of this Alberta Municipalities & SLGM sponsored award is to recognize a dedicated senior team in a municipality.

Criteria

The Dedicated Senior Municipal Team Award recognizes an outstanding municipal team who have been exemplary in demonstrating service excellence and dedication to municipal government through a combination of the following:

- a) Leadership – administration, council, community and profession
- b) Policy development
- c) Council relations
- d) Human resources management
- e) Financial management
- f) Long Term strategic planning
- g) Project planning and implementation
- h) Community relations
- i) Professional development
- j) Respected team and seen to have a high level of integrity within the administration of the municipality

Nominating Process

A council may nominate a team for the Dedicated Senior Team Award by completing the nomination form.

Award Committee

The Society of Local Government Managers will review the applications based on the criteria approved for the Award. The Nominating Committee will include urban administrators on the Board of the Society of Local Government Managers. Their recommendations will be forwarded to the Alberta Municipalities Board of Directors for final acceptance, prior to the Annual Convention. After Board approval, recipients will be notified of their selection and the Alberta Municipalities will post all the nominations and the successful applicants on the Alberta Municipalities website prior to the Annual Convention.

Number of Awards

One Dedicated Senior Team Award annually.

Type of Award

The Dedicated Senior Team Award will include a \$2,000 for the team to be and a certificate, plaque or other form of suitable recognition for the municipal office. This award is a contribution from both the Society of Local Government Managers and Alberta Municipalities.

Time of Award

The award will be presented during the fall of 2024.

Dedicated Senior Team Nomination

Team Nominees:

Exemplary qualities and team performance achievements in:
Leadership - administration, council, community

1) Name: _____

Position: _____

2) Name: _____

Position: _____

3) Name: _____

Position: _____

4) Name: _____

Position: _____

5) Name: _____

Position: _____

6) Name: _____

Position: _____

7) Name: _____

Position: _____

Policy development

Municipality: _____

Municipality address: _____

Town/City: _____

Council relations

Prov: _____ Postal Code: _____

E-mail: _____

Primary telephone: _____

Contact: _____

Position: _____

Dedicated Senior Team Nomination

Exemplary qualities and team performance in:
Human resources management

Exemplary qualities and team performance achievements as a:
Project planning and implementation

Financial management

Community relations

Professional development

Respected team and seen to have a high level of
integrity within the administration of the municipality

Long term strategic planning

Dedicated Senior Team Nomination

Approved by resolution of Council:

Date of council: _____

Municipality: _____

Confirmation of service:

I, _____,
City Clerk/Municipal Secretary

of the _____
Municipality

have confirmed through checking the minutes of the municipal council or otherwise, that the nominee is eligible for the Alberta Municipalities/SLGM Dedicated Senior Team Award.

Dated the _____, 2024
Month, Day

Signed: _____

Name: _____
Printed

Position held: _____

Checklist:

I have completed the nomination form and am including it in my submission.

*Completed award nominations are to be submitted with the subject line **Dedicated Senior Team Award**.*

I have emailed 4 - 6 photos (high resolution JPG) as part of my submission.

By submitting these photos I give Alberta Municipalities permission to use them for promotional purposes.

Email your completed submission to: linda.davies@shaw.ca

Mail: Society of Local Government Managers P.O. Box 308 4629-54 Ave. Bruderheim, AB T0B 0S0

Deadline: June 14, 2024

No late admissions accepted



Request for Decision

To: Council

Staff Contact: Veronica Anderson, Legislative Services Officer

Date Prepared: May 12, 2024

Meeting Date: June 5, 2024

SUBJECT: 2025-2026 Marigold Library System Agreement

RECOMMENDATION: THAT Council authorize the Mayor to sign the *2025 to 2026 Schedule C Requisition* for the Marigold Library System, as presented in Attachment I.

STRATEGIC PRIORITIES:



Affordable
Housing



Climate
Resiliency



Community
Development



Community
Wellness



Economic
Development



Financial
Sustainability

HOW THE STRATEGIC PRIORITIES ARE MET:

Marigold is an operational hub that provides the IT infrastructure (including internet and wi-fi), collections, a delivery system, the library software system, and so much more that help Strathmore residents access library services and resources, whether in our local library or online. Libraries are a community anchor that positively contribute to quality of life for residents by providing services and acting as a gathering place.

SUSTAINABILITY

ECONOMIC SUSTAINABILITY:

N/A

SOCIAL SUSTAINABILITY:

N/A

ENVIRONMENTAL SUSTAINABILITY:

N/A

IMPLICATIONS OF RECOMMENDATION:

GENERAL:

Since Strathmore is a member of the Marigold Library System, as per the Agreement between the Parties comprising the Marigold Library System (Attachment III, for reference), the Marigold Library Board is submitting an updated Schedule C for both Municipal and Library Board approval.

ORGANIZATIONAL:

The organizational implications are limited to staff time to prepare this report and arrange for signature of the agreement, if Council approves it.

OPERATIONAL:

N/A

FINANCIAL:

Marigold Library Systems has indicated there is a change to the payments from Municipalities - a \$0.13 per capita levy increase from 2024 to 2025 (**\$6.59 per capita for 2025**), and a \$0.16 increase from 2025 to 2026 (**\$6.75 per capita for 2026**). The library board levy will remain the same for 2025 and 2026 at \$4.50 per capita.

The requisition for the Marigold Library System is currently around \$97,000 per year.

Depending on population changes to the formula this will result in an increase to approximately \$99,000 in 2025 and \$101,400 in 2026.

The population for the requisition calculation will be the population for the Municipality published by the Government of Alberta for the fiscal year prior to the fiscal year in which the requisition is paid.

POLICY:

N/A

IMPLEMENTATION:

If the attached Schedule C is approved, Administration will arrange for the Mayor's signature and will coordinate with the Library Board to obtain the required Library Board signature. A

final copy with both parties signatures will be provided to the Marigold Library System prior to their September 30, 2024 deadline.

BACKGROUND:

The Marigold Library System is a not-for-profit collaborative of municipalities in southern Alberta which provides public library services and support. Marigold is not a public library, rather it provides materials, IT infrastructure, and support for public libraries. It supports the sharing of print, audio visual, and electronic resources, as well as mail services between public libraries including the Strathmore Municipal Library.

Revised Schedule C

Attachment I is the proposed Marigold Library System per capita levy rates for 2025 and 2026 (Schedule C – Requisition for Marigold Library System). Strathmore falls into part II, Municipalities with Library Boards.

The 2023 per capita levy for the Town of Strathmore was \$6.35

The 2024 per capita levy for the Town of Strathmore was \$6.46

For 2025 there will be a per capita levy rate increase of \$0.13 to **\$6.59**

For 2026 there will be a per capita levy rate increase of \$0.16 to **\$6.75**

For 2025 and 2026 there are no changes to the Municipal Library Board's contribution of \$4.50 per capita.

The Schedule C document requires signing before September 30, 2024.

Increases or decreases of per capita requisitions in Schedule C constitute an amendment to the Marigold Library Agreement, as seen in Attachment III, which shall be passed in accordance with paragraph 42.

If Strathmore chooses not to sign the Schedule C amendment by the Marigold Library Board, and if 60% of the parties do sign the requested amendment, then Strathmore will be required to follow the new fee structure.

KEY ISSUE(S)/CONCEPT(S):

Administration has received a request from the Marigold Library System to sign a revised agreement with Marigold Library for the Schedule C Requisition. This schedule will change the per capita levy rates for 2025 and 2026.

DESIRED OUTCOMES:

Administration is recommending that Council authorize the Mayor to sign the Revised Schedule C Requisition.

COMMUNICATIONS:

N/A

ALTERNATIVE ACTIONS/MOTIONS:

That Council refer this matter to a Committee of the Whole for further discussion.

ATTACHMENTS:

[Attachment I: Schedule C - Requisition for Marigold Library System 2025-2026](#)

[Attachment II: Town of Strathmore Letter Schedule C 2025-2026](#)

[Attachment III: MARIGOLD AGREEMENT \(For Reference Only\)](#)

Leana Ashbacher, Senior Manager of Financial Services

Approved
- 15 May
2024

Kara Rusk, Director of Strategic, Administrative, and Financial Services

Approved
- 30 May
2024

Johnathan Strathdee, Manager of Legislative Services

Approved
- 30 May
2024

Kevin Scoble, Chief Administrative Officer

Approved
- 30 May
2024

Schedule C

Requisition for Marigold Library System

Attached to and part of this *Agreement by and between the Parties comprising the Marigold Library System*.

Part I For those Municipalities without Library Boards

The contributions to the Marigold Library System by Counties, Municipal Districts, Special Areas, Improvement Districts, or any other Municipality without a Library Board shall be as follows for the period stated:

2025 \$11.18 per capita paid to the Marigold Library System

2026 \$11.46 per capita paid to the Marigold Library System

Part II For those Municipalities with Library Boards

The contributions to the Marigold Library System by Municipalities having Municipal Library Boards or Intermunicipal Library Boards* shall be as follows for the period stated:

2025 \$6.59 per capita to be paid directly to Marigold Library System

2026 \$6.75 per capita to be paid directly to Marigold Library System

Part III For Municipal Library Boards

The contributions to the Marigold Library System by Municipal Library Boards or Intermunicipal Library Boards* shall be as follows for the period stated:

2025 \$4.50 per capita to be paid directly to Marigold Library System

2026 \$4.50 per capita to be paid directly to Marigold Library System

IN WITNESS THEREOF, the undersigned being one of the Parties set out in Schedule A - Parties which shall be admitted to Marigold Library System, has duly executed this amendment to the Agreement:

(Member Municipality) Authorized Signature

Date

Print Name and Title _____ (Seal)

(Member Library Board or Intermunicipal Library Board*) Authorized Signature

Date

Print Name and Title _____

Retain one copy for your files and forward one original copy signed by both parties to Marigold Library System.

*Established pursuant to the Province of Alberta *Libraries Act and Regulation R.S.A. 2000 Chap. L-11*.

Mr. Kevin Scoble
 Chief Administrative Officer
 Town of Strathmore
 1 Parklane Drive, P.O. Box 2280,
 Strathmore, AB T1P 1K2

February 6, 2024

Dear Kevin,

Enclosed with this letter is Schedule C – Requisition for Marigold Library System, outlining the per capita levy rates that will appear on requisitions in 2025 and 2026. Since your municipality is a member of Marigold Library System, as per the Agreement by and between the Parties comprising the Marigold Library System (enclosed for reference), the Marigold Library Board is submitting Schedule C for municipal and library board approval.

The proposed levy rates were given careful consideration by the Marigold Board. As we prepare the 2025-2026 budget projections, we anticipate increased costs for utilities, equipment, digital subscription contracts, library collections, software licensing contracts, salaries, and supplies. The Board has approved a revised levy schedule for municipalities with library boards that will be a \$0.13 per capita levy increase (\$6.59 per capita for 2025), and a \$0.16 increase from 2025 to 2026 (\$6.75 per capita for 2026). The library board levy will remain the same for 2025 and 2026 at \$4.50 per capita.

Marigold strives to respond to the needs of our members and support our service population in 42 municipalities. We are the operational hub for the system. Our services do not overlap with what public libraries provide to their communities. Marigold provides the IT infrastructure (including internet and wi-fi), collections, a delivery system, the library software system, and so much more that allow your residents to access library services and resources, whether in a library or online. Marigold has been able to sustain services, although rising costs and inflation will continue to impact our service provision capacity.

Marigold maximizes the financial investment of our members by pooling resources, through bulk purchasing, and by capitalizing on partnerships to obtain the most valuable products and services at the lowest cost. Marigold membership provides more than any one library or municipality could achieve, and at a fraction of the cost of doing it alone.

Following our AGM in April, Marigold will distribute Value of Your Investment reports for member municipalities and library boards. These reports demonstrate how your levy investment has been spent. The value of membership to your community members is significant. The provincial government deemed library services to be essential to daily living. Marigold, in collaboration with our member libraries, will continue to provide cost-effective services for diverse communities in rural and urban areas. The value of Marigold is to enhance the depth and breadth of quality public library resources to your community, no matter where you live.



We appreciate the support for library services that your municipality provides. Thank you for your consideration of the attached Schedule C documents.

Pending approval, please complete the municipal signature, and coordinate with the library board to obtain the library board signature. Once complete, please retain a copy for your files, and forward a copy signed by both parties (the municipality and library board) to Marigold Library System. If you need any assistance coordinating the signatures with the library board, please let us know.

Marigold Library System
B 1000 Pine Street
Strathmore, AB, T1P 1C1
Attention: Lynne Price
lynne@marigold.ab.ca

Please contact me with any questions or for further information.

Sincerely,

Sec. 17, FOIP

Lynne Price, CEO
Marigold Library System



An Agreement by and between the parties comprising Marigold Library System

January 1, 1984
Amended January 1, 1995
Amended April 15, 2000
Amended August 2002
Amended November 1, 2002
Amended June 20, 2007
Amended April 22, 2008
Amended August 1, 2008
Amended January 29, 2022
Amended November 26, 2022

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An Agreement by and between
the parties comprising the
Marigold Library System
(hereinafter referred to as "this Agreement")

This Agreement is made as of the 1st day of January 1984, with amendments to January 29, 2022, between such of the Municipalities, Improvement Districts and Special Areas contained in Schedule A as have appropriately ratified, endorsed and executed this Agreement or terms identical to this Agreement.

BECAUSE the *Libraries Act and Regulation R.S.A. 2000 Chap. L-11*, as amended, hereinafter referred as "*the Act*" provides:

- a) that a Municipality, Improvement District, Special Area, Métis settlement or school authority may enter into an agreement to associate with one or more such organizations to establish, maintain and operate a Library System,
- b) for a Library System board so established to be a corporation as set out in *the Act* and
- c) that the Minister may make a grant upon the establishment of the Library System and may thereafter make annual grants where the Minister decides that the Library System is providing satisfactory service;

AND BECAUSE the Parties to this Agreement:

- a) desire to collaborate to provide enhanced public library service to their residents,
- b) are prepared to jointly finance and operate a Library System service to their residents,
- c) recognize that the most effective way to provide a high quality of library service is through collaboration,
- d) are prepared to support the development and maintenance of public library services through the Library System for the benefit of all parties, including the party that signs this Agreement,
- e) agree that all library materials which are available through their respective Library Service Points shall be Accessible to the residents of all Parties, and
- f) recognize the responsibility of each Party to have a representative fully participating in the management of Marigold Board.

NOW the Parties to this Agreement agree with each other as follows:

- 1. Schedules A, B and C are attached to and form part of this Agreement.
- 2. When used in this Agreement, the terms defined below have the same meaning as they have in *the Act*, unless otherwise defined in this Agreement.
 - a) "Accessible" - library resources shall be available to all residents of the Parties to this Agreement in the

same way as to residents served by the Local Library. If use is restricted in a Local Library, the restriction shall apply to all residents in the system.

- b) "Community Library" - Marigold uses the term "Community Library" for those libraries (Library Service Points) located in member municipalities that do not have a Library Board.
- c) "Community Library Incorporated Society" – a Society incorporated or continued under the *Societies Act R.S.A. 2000 Chap.S-14*, that oversees the day-to-day operations and supervision of a library in a Municipality that does not have its own Library Board.
- d) "Governing Board" – Marigold Board is the "Governing Board" for municipalities that have not formed a Library Board as set out in *the Act*. These municipalities have signed this Agreement to become members of Marigold Library System, and in return Marigold Board provides public library services and promotes the value of public libraries to residents in those municipalities. Marigold also complies with the provincial requirements for reporting and for distribution of provincial per capita grants for those municipalities.
- e) "Independent Public Accountant" - a person holding a recognized professional accounting designation such as CPA (Chartered Professional Accountant), CA (Chartered Accountant), CMA (Certified Management Accountant), CGA (Certified General Accountant), or a similarly qualified individual.
- f) "Intellectual Property" – anything created by or on behalf of Marigold which results from intellectual process. Intellectual Property includes, but is not limited to, literary works (any written work intended to provide information, instruction or pleasure), artistic works and computer program files. Such works and information may be stored in any format. Intellectual Property specifically includes Marigold's automated files and databases.
- g) "Intermunicipal Library Board" - a Library Board established pursuant to Part 1.1 of *the Act*.
- h) "Library Board" - a Municipal or Intermunicipal Library Board.
- i) "Library Service Point" – in accordance with *the Libraries Regulation* (hereinafter referred to as "*the Regulation*" under *the Act*, refers to a facility that provides public library services under the control and management of a board.
- j) "Library System" - a Library System established pursuant to Part 2 of *the Act*.
- k) "Local Library" - a Municipal Library, Intermunicipal Library, or a Community Library.
- l) "Minister" - the Minister with authority for public libraries as defined in *the Act*.
- m) "Municipal Library Board" - a Library Board established pursuant to Part 1 of *the Act*.
- n) "Member Municipality" - any incorporated city, town, village, summer village, municipal district, special area, improvement district or any other eligible entity that is or could become a party to this Agreement.
- o) "Personal Property" – any movable or intangible thing that is subject to ownership and not classified as Real Property.
- p) "Real Property" - land and anything growing on, attached to, or erected on it, excluding anything that may be severed without injury to the land. Real property can be either corporeal (ex. soil and buildings) or incorporeal (ex. easements).

Name

3. There is hereby established by Ministerial Order, a Library System known as the Marigold Library Board as set out in Section 14(2) of *the Act*, hereinafter referred to as “Marigold”.

Operation

4. The Parties to this Agreement shall maintain and operate Marigold in accordance with *the Act* and any regulations promulgated under *the Act*,
5. The Parties to this Agreement shall provide public library service to all their residents through the Library System as defined by this Agreement.
6. The Parties to this Agreement shall make all library materials and resources belonging to Marigold and local libraries Accessible to the residents of all Parties.

The Marigold Library Board

7. The general management, regulation and control of Marigold is vested in and shall be exercised by the Governing Board of Marigold, hereinafter referred to as “Marigold Board”, with the powers and duties set out in *the Act*.
8. Where a Municipality is a Party to this Agreement, it shall appoint one member to Marigold Board. The preference for an appointment will be an individual who has an active involvement in the library community such as membership on the Local Library Board.
9. Appointments to Marigold Board shall be made in accordance with *the Act*.
10. Marigold Board shall be governed by *the Act*, this Agreement and the governing documents adopted by Marigold Board.
11. Marigold Board shall establish an Executive Committee of not more than ten (10) persons. That committee shall oversee the general operations of Marigold between Marigold Board meetings and carry out such further activities as may be directed by Marigold Board.
12. Marigold Board shall hire a Chief Executive Officer (CEO) whose responsibility shall be the administration of Marigold. Marigold Board shall fix the compensation and all other terms of employment of the CEO.
13. Marigold Board shall maintain adequate insurance coverage for its property, liabilities and operations.
14. Marigold Board shall cooperate with other libraries, Library Systems, library associations and with the Government of Alberta in the development, maintenance and operation of networks for enhancing public library services.

Powers and duties of Library Boards

15. Each Library Board within Marigold should:

- a) hire such Municipal Library employees as are necessary for the provision of library service to the community,
- b) act as liaison between their community, their Municipal Council and Marigold Board to communicate Library Board policy and community need,
- c) in cooperation with Marigold Board, set policies and procedures for the operation of the library including minimum number of library hours, management, use and services,
- d) cooperate with Marigold Board in implementing system-wide policies,
- e) submit copies of all library policies, bylaws, goals and objectives and plan of service documents to Marigold Board when updated,
- f) perform such additional duties as are necessary to operate library service in their community and
- g) forward a copy of its budget for the current year, a copy of its annual report and audited financial statements for the preceding year to Marigold Board on or before June 30.

16. Marigold Board will act as the Governing Board for any Municipality that does not have a Municipal Library Board or an Intermunicipal Library Board. That relationship will be governed by an agreement between Marigold and any such Municipality.

Financial

- 17. The fiscal year of Marigold and Marigold Board shall be January 1 to December 31, both dates inclusive, or as may be amended by Marigold Board from time to time.
- 18. For the purposes of the per capita requisition in paragraphs 19 and 20, the population of a Municipality that is a Party to this Agreement shall be deemed to be the population for the Municipality published by the Government of Alberta for the fiscal year prior to the fiscal year in which the requisition is paid.
- 19. Each Party to this Agreement shall pay to Marigold Board the annual per capita requisition as set out in the current Schedule C within one month of the invoice date.
- 20. Each Municipal Library Board or Intermunicipal Library Board in Marigold shall pay to Marigold Board the annual per capita requisition as set out in the current Schedule C within one month of the invoice date.
- 21. Increases or decreases of per capita requisitions in Schedule C constitute an amendment to this Agreement, which shall be passed in accordance with paragraph 42.
- 22. Residents of Municipalities that do not participate in any Alberta Library System are not eligible to use the services provided by Marigold Board, as outlined in Section 28 of this Agreement.

23. Marigold Board shall keep distinct and regular accounts of its receipts, payments, credits, assets and liabilities and shall have these accounts for each fiscal year audited by an Independent Public Accountant. Such accounts shall be kept in accordance with generally accepted accounting practices as defined by the Canadian Accounting Standards for Not-for-Profit Organizations (ASNFPPO).
24. Marigold Board shall cause audited financial statements for each fiscal year to be prepared and presented by an Independent Public Accountant by the last day of April in the year following the fiscal year to which they relate, and to be presented to Marigold Board at the Annual General Meeting.
25. Marigold Board may apply for any grants for which it is eligible.
26. Any Party not having a Municipal Library Board or an Intermunicipal Library Board authorizes Marigold Board to apply for provincial operating grants on their behalf in accordance with government regulations.

Services provided by Marigold Board

27. Subject to the provisions of *the Act* and *the Regulation* and subject to the provisions of this Agreement, Marigold Board shall manage and control Marigold by organizing, promoting and maintaining comprehensive and efficient library services.
28. Marigold Board shall equip, establish and maintain Library System service for the residents of the Parties to this Agreement and the services provided shall include:
 - a) IT network and infrastructure support, including network management, threat protection, help desk support, equipment installation and servicing, email, website hosting and IT consultation services,
 - b) bibliographic services, including central ordering, cataloguing and processing and shared catalogue,
 - c) physical and virtual materials and collections, including materials allocation, interlibrary loans and digital/online resources,
 - d) consultation services, including professional consultation, training and continuing education,
 - e) delivery and resource sharing,
 - f) marketing and advocacy,
 - g) programming support, including support for summer reading programs and program kits,
 - h) discount ordering of materials, supplies and equipment,
 - i) direct services to Marigold residents, including book deposits, mail delivery of requested materials and access to Library Lending Lockers.

Expansion of Marigold

29. The Parties to this Agreement agree that any eligible entity within the boundaries of Marigold as set out in *the Regulation* may become a Party to this Agreement and a member of Marigold Board by:
- a) signing an agreement with Marigold Board incorporating the terms and conditions of this Agreement as amended, and
 - b) adhering to policy concerning terms and conditions for integrating library services for acceptance of new or returning Parties to this Agreement, and
 - c) receiving the approval of the Minister.
30. Admission and the date of admission shall be determined by Marigold Board.
31. Any Party to this Agreement admitted to Marigold after April 1 in any year shall pay a share as determined by Marigold Board of the annual requisition within 30 days of the date of admission.

Reports

32. Marigold Board shall present an annual report on the previous year's operations to the council and to the Library Board of each Member Municipality and to the Minister within 60 days after the Annual General Meeting of Marigold Board.
33. Marigold Board shall provide a copy of the financial statements prepared and certified by the Independent Public Accountant. Copies will be prepared and sent to each Member Municipality and to the Minister within 60 days of passing by Marigold Board.

Ownership of Property

34. Marigold owns the Real and Personal Property (including Intellectual Property rights) paid for or created by Marigold in Marigold's Municipal Libraries and Community Libraries.
35. All books, periodicals and library materials transferred to a member library's collection remain the property of that library's Library Board unless they are sent to Marigold for withdrawal or other disposition. Marigold insures the physical collection at member libraries.
36. All books, periodicals and library materials transferred to a Community Library's collection remain the property of the Member Municipality unless they are sent to Marigold for withdrawal or other disposition. Marigold insures the physical collection at Community Libraries.

Withdrawal and Termination

37. Any Party to this Agreement may withdraw from this Agreement in accordance with *the Act*. Any notice of withdrawal shall be received by Marigold Board by December 31 of any year to be effective at the end of Marigold's next fiscal year. If a Party to this Agreement gives notice to withdraw, Marigold Board shall, not later than ninety (90) days prior to the effective date of withdrawal, provide in writing to the council and Municipal Board as appropriate, an appraisal of the expected effects on library services to the residents of the Municipality concerned. Marigold Board may request a reconsideration of the notice to withdraw.

38. If a Party to this Agreement withdraws from this Agreement pursuant to *the Act*, that Party shall be deemed to have forfeited any right, title or interest in the assets of Marigold Board, including Marigold Board's Real and Personal Property of any nature.
39. Marigold Board may expel any Party hereto from this Agreement for substantial misconduct or breach of this Agreement upon motion by the Executive Committee. At least 60 days written notice stating specific grounds for the motion shall be delivered to all the Parties to this Agreement and all Library Boards and be voted upon at the next General meeting after the notice period has expired. The motion shall be passed only upon a majority comprising 75% of Marigold Board members in attendance at said meeting.

Extension

40. The provisions of this Agreement shall be binding upon the Parties to this Agreement and any of their successors.
41. A separate contract may be negotiated by Marigold Board with any eligible non-member entity to acknowledge the different administrative and funding procedures and to define the type and extent of library service to be provided, as negotiated and approved by Marigold Board.

Amendment

42. This Agreement shall be amended by a motion for amendment passed by Marigold Board. Such amendment shall be effective upon receipt by Marigold Board of written notification from 60% of the Parties to this Agreement representing 60% of the people living within the boundaries of Marigold that they so authorized such amendment. The Parties to this Agreement shall conform to such amendment upon notification from Marigold Board that the amendment is in effect.

Entire Agreement

43. This Agreement, including all schedules appended, constitutes the entire Agreement between the Parties with respect to the subject matter and all prior Agreements, representations, statements, negotiations and undertakings by and between the Parties to this Agreement are superseded hereby.

Execution in Counterpart

44. This Agreement may be executed in counterpart and all the executed counterparts together shall constitute this Agreement.

IN WITNESS THEREOF the undersigned being one of the Parties set out in Schedule A to this Agreement has duly executed this Agreement.

(Member Municipality)

Authorized Signature

Date

Print Name and Title

Seal:

New signatures are not required on this page, as there are no changes to the body of this Agreement.

Municipal Library Board or Intermunicipal Library Board* (City, Town, Village)

Authorized Signature

Date

Print Name and Title

*A Municipal Library Board or Intermunicipal Library Board is established pursuant to *the Act*.

Schedule A

Parties which shall be admitted to Marigold Library System:

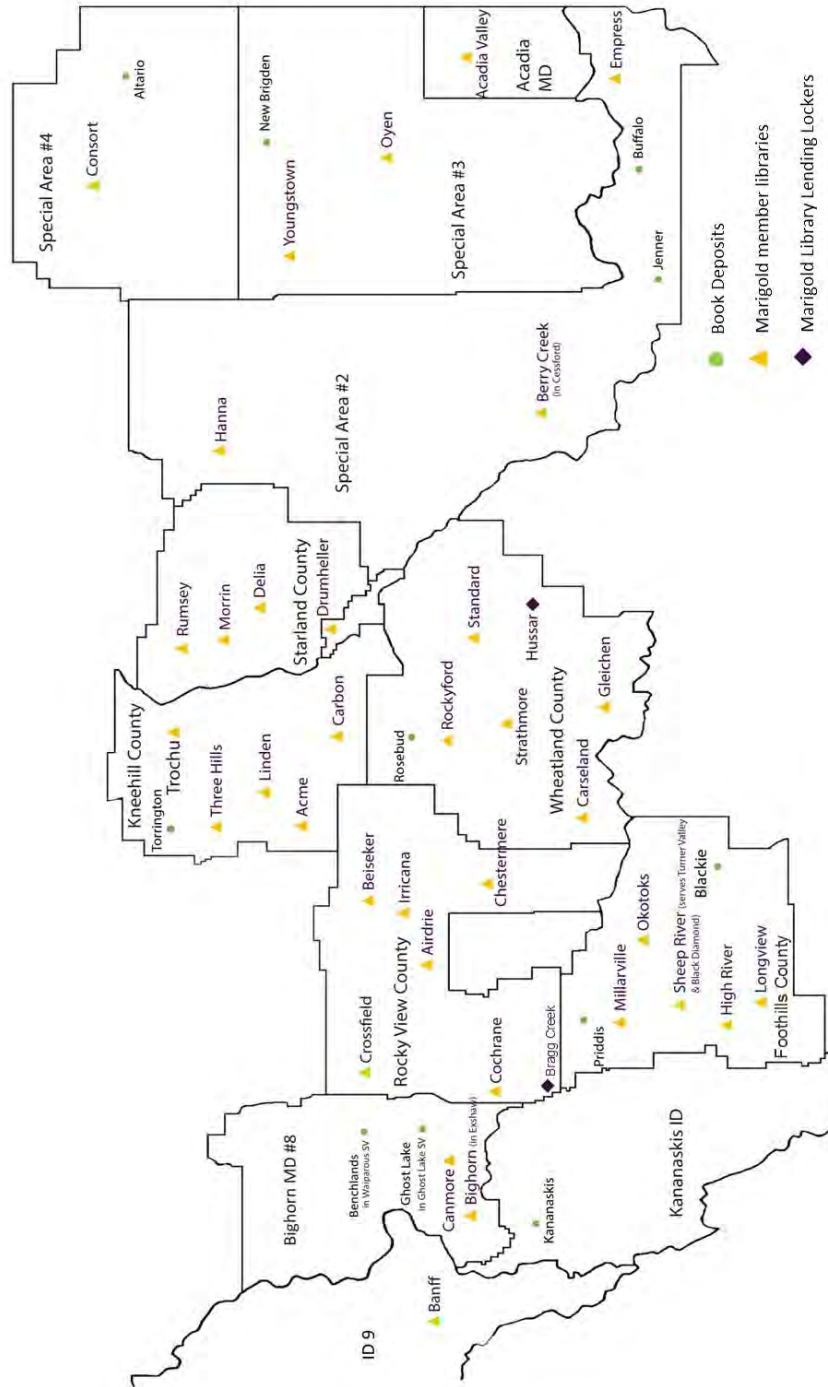
1. Council of the Municipal District of Acadia #34
2. Council of the Village of Acme
3. Council of the City of Airdrie
4. Council of the Town of Banff
5. Council of the Village of Beiseker
6. Council of the Municipal District of Bighorn #8
7. Council of the Town of Black Diamond
8. Council of the Town of Canmore
9. Council of the Village of Carbon
10. Council of the City of Chestermere
11. Council of the Town of Cochrane
12. Council of the Village of Consort
13. Council of the Town of Crossfield
14. Council of the Village of Delia
15. Council of the Town of Drumheller
16. Council of the Village of Empress
17. Council of Foothills County
18. Council of the Summer Village of Ghost Lake
19. Council of the Town of Hanna
20. Council of the Town of High River
21. Council of the Village of Hussar
22. I.D. #9 Banff (The Minister of the Department of Municipal Affairs)
23. Council of the Town of Irricana

24. Kananaskis Improvement District (The Minister of Tourism, Parks and Recreation)
25. Council of Kneehill County
26. Council of the Village of Linden
27. Council of the Village of Longview
28. Council of the Village of Morrin
29. Council of the Village of Munson
30. Council of the Town of Okotoks
31. Council of the Town of Oyen
32. Council of the Village of Rockyford
33. Council of the County of Rocky View #44
34. Special Areas #2, #3 and #4 (The Minister of the Department of Municipal Affairs)
35. Council of the Village of Standard
36. Council of Starland County
37. Council of the Town of Strathmore
38. Council of the Town of Three Hills
39. Council of the Town of Trochu
40. Council of the Town of Turner Valley
41. Council of the Village of Veteran
42. Council of the Summer Village of Waiparous
43. Council of Wheatland County
44. Council of the Village of Youngstown

Schedule B

Map of Marigold Boundary

**MARIGOLD LIBRARIES, BOOK DEPOSITS
AND LIBRARY LENDING LOCKERS**





Schedule C

Requisition for Marigold Library System

Attached to and part of this Agreement by and between the Parties comprising the Marigold Library System.

Part I For those Municipalities without Library Boards

The contributions to the Marigold Library System by counties, Municipal Districts, Special Areas, Improvement Districts or any other Municipality without a Library Board shall be as follows for the period stated:

2023 ~ \$10.85 per capita paid to the Marigold Library System

2024 ~ \$10.96 per capita paid to the Marigold Library System

Part II For those Municipalities with Library Boards

The contributions to the Marigold Library System by Municipalities having Municipal Library Boards or Intermunicipal Library Boards shall be as follows for the period stated:

2023 ~ \$6.35 per capita to be paid directly to Marigold Library System

2024 ~ \$6.46 per capita to be paid directly to Marigold Library System

Part III For Municipal Library Boards

The contributions to the Marigold Library System by Municipal Library Boards or Intermunicipal Library Boards shall be as follows for the period stated:

2023 ~ \$4.50 per capita to be paid directly to Marigold Library System

2024 ~ \$4.50 per capita to be paid directly to Marigold Library System

IN WITNESS THEREOF the undersigned being one of the Parties set out in Schedule A to this Agreement has duly executed this Agreement.

(Member Municipality)

Authorized Signature

Date

Print Name and Title

Seal:

Please do not sign this page. The new signature page for Schedule C – Requisition to Marigold Library System is a separate document that includes the 2025-2026 levy rates.

Municipal Library Board or Intermunicipal Library Board* (City, Town, Village)

Authorized Signature

Date

Print Name and Title

Retain one copy for your files and forward one copy to Marigold Library System headquarters

*A Municipal Library Board or Intermunicipal Library Board is established pursuant to *the Act*.

PROPOSED LODGE AND HOSPICE

INFORMATION PRESENTATION

COUNCILLOR MONTGOMERY



The Proposal:

Wheatland Housing Management Body (WHMB) is partnering with the Wheatland and Area Hospice Society (WAHS), to build a multi-story building in Kinsmen Park.

The building is proposed to contain 120 Units in the Lodge portion, as well as 6 Hospice beds/accommodations, in the Hospice portion.



The Proposal:

The 120 Lodge units will range in size from 275 sf (Studios), to 600 sf (1-Bedroom)



The Proposal:

The new lodge will provide rooms, meals, housekeeping services and recreational opportunities for independent seniors.

“Applicants must be 65 years of age or older, and must be functionally independent, with or without the assistance of community-based services.”

(Source: AB Gov. Website)



The Cost:

The new lodge is expected
to cost roughly
\$59,904,827

(As per M3 Project Management, April 2024)

This cost will be paid with a
combination of:

- 1) (Potential) Provincial Grants
- 2) CMHC Lending
- 3) Municipal Contributions



The Cost:

The new lodge is expected
to cost roughly
\$59,904,827

This amount is for the
construction of the Lodge
only and does not include
construction of the
Hospice portion.

(As per Weiss WHMB Presentation, April 18 2024)



The Capital Cost:

(PROPOSED) Breakdown:

- 1) Land Contribution (Town): \$1,400,000
- 2) WHMB: \$800,000
- 3) Municipal Contribution: \$4,650,000
- 4) AHPP (Prov. Grant): \$18,812,544
- 5) Forgivable Loan Portion: \$3,000,000
- 6) CMHC Mortgage: \$31,242,283

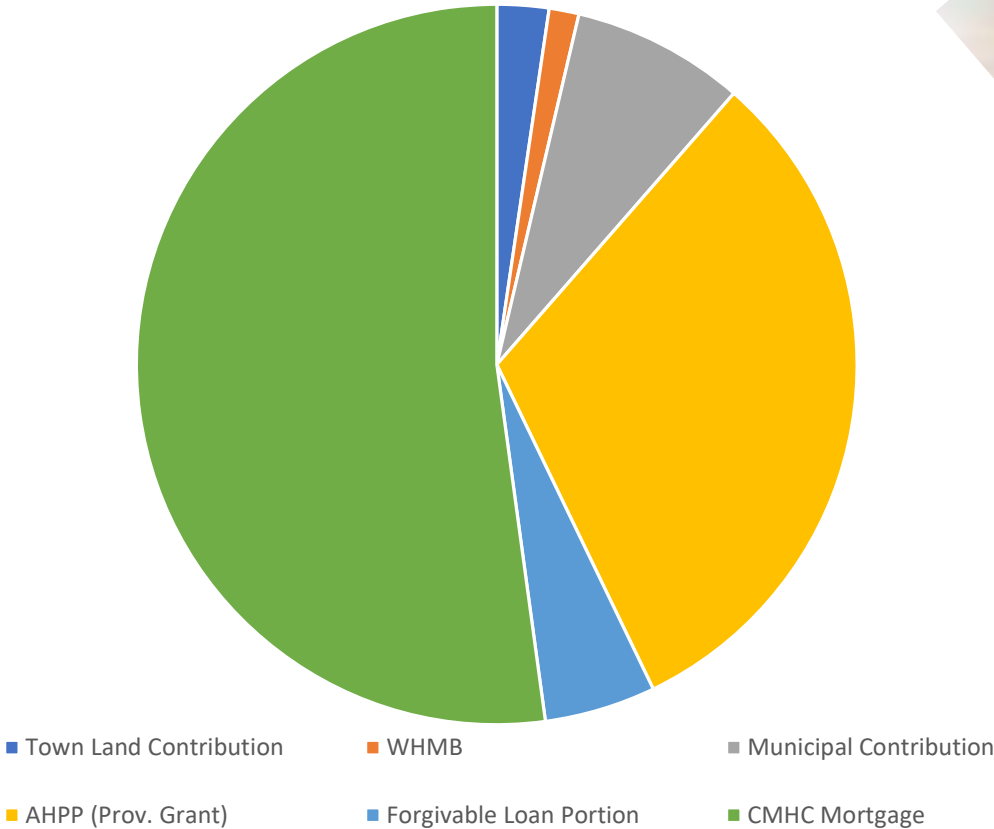
TOTAL: \$59,904,827

(As per Weiss WHMB Presentation, April 18 2024)



The Capital Cost:

(Proposed) Breakdown



(As per Weiss WHMB Presentation, April 18, 2024)



The Operating Cost:

The Projected Operating
Expenses for years 1 – 3

(With Debt Servicing @ \$1,405,268/yr)

Year 1: \$3,694,391

Year 2: \$4,091,209

Year 3: \$4,608,887

(As per Weiss WHMB Presentation, April 18, 2024)



Why These Matter:

According to the Alberta Housing Act:

- Section 7(1):** On or before April 30 in any year a management body that provides lodge accommodation may requisition those municipalities for which the management body provides lodge accommodation for
- (a) the amount of the management body's **annual deficit for the previous fiscal year** arising from the provision of lodge accommodation, and
 - (b) any amounts necessary to establish or continue a reserve fund for the management body.



Why These Matter:

Simply, this means that the Town of Strathmore (taxpayers), as well as Wheatland County (taxpayers), are responsible for covering the losses of WHMB operations for the preceding year, however much that may be.

Covering this loss is not optional.



Why These Matter:

Over the course the past few years, there have been different proposed plans for the lodge. These plans have ranged from ones that included varying levels of Supported Living, to the current iteration which is strictly Independent Living.

I have asked many questions with the intent to determine what the budget implications are for the Town of Strathmore (taxpayers), should the Lodge/Hospice Project come to fruition.

What is the risk?



What We've Heard:

(From Our Council WHMB Reps, Cllrs. Wegener and Peterson)

From the March 27, 2024, Special Council Meeting:

Cllr Richard Wegener:

"Everything going according to plan, **there should be approximately about a \$100,000 surplus**, and that is on an annual basis, I believe."...

"It's a estimation based on full occupancy of the lodge."



What We've Heard:

(From Our Council WHMB Reps, Cllrs. Wegener and Peterson)

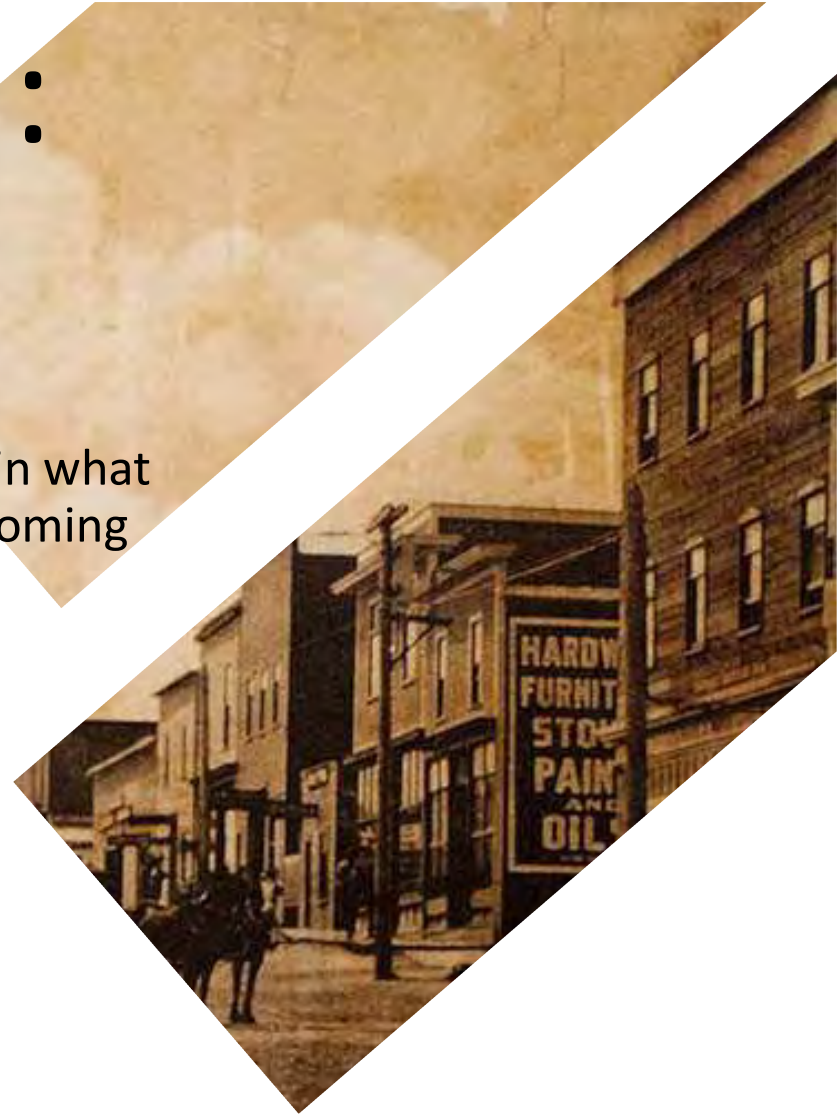
From the March 27, 2024, Special Council Meeting:

Cllr. Montgomery:

Q: "Not counting debt-servicing, will there be an increase in what the Town pays to WHMB as a result of the new lodge becoming operational?"

Answer:

Cllr. Peterson: "We don't know."



What We've Heard:

(From Our Council WHMB Reps, Cllrs. Wegener and Peterson)

From the March 27, 2024, Special Council Meeting:

Cllr. Montgomery:

Q: "Not counting debt-servicing, will there be an increase in what the Town pays to WHMB as a result of the new lodge becoming operational?"

Answer:

Cllr. Wegener - "From the way I understand it, there won't be, **there should not be an increase in requisitions...**

The requisitions as I understand them, are not going to change...

...At this point, if anything, minimal."



The Lodge Numbers:

The Projected Surpluses/Losses for years 1 – 3
(With Debt Servicing included)

Year 1: **-\$2,241,652**

Year 2: **-\$1,334,144**

Year 3: **-\$300,148**

Years 4 – 11 Surplus/Losses range from
-\$231,949 to -\$442,466/yr

(As per Weiss WHMB Presentation, April 18, 2024)



The Lodge Numbers:

However, as mentioned by WHMB Chairperson Glenn Koester, on March 27, 2024, at the Special Council Meeting:

Municipalities will be required to set a base level of (new) requisitions for the new Lodge, totaling \$700,000/yr. which will go towards servicing the new Lodge debt.

This will mean that when the new Lodge is finished, the Town of Strathmore (Taxpayers) will see an increase of our proportional share of \$700k, or roughly \$230,000/yr.



The Lodge Numbers:

The Projected Surpluses/Losses

FAQ: “I’ve heard that the new lodge will produce a surplus, is that accurate?”

Answer: These “surpluses” are achieved with \$700,000 of new funds being contributed from the municipalities, on an annual basis, or they would be “losses” or deficits as shown on a previous slide.

(As per Weiss WHMB Presentation, April 18, 2024)



The Lodge Numbers:

The Projected Surpluses/Losses for years 1 – 3
(With \$700,000 Built-in Increase Requisition factored in)

Year 1: **-\$1,541,652**

Year 2: **-\$634,144**

Year 3: **\$399,852**

Years 4 – 11 Surplus/Losses range from
\$468,051 to \$257,534/yr

(As per Weiss WHMB Presentation, April 18, 2024)



What We've Heard:

(From Our Council WHMB Reps, Cllrs. Wegener and Peterson)

From the March 27, 2024, Special Council Meeting:

Cllr Richard Wegener:

“Everything going according to plan, **there should be approximately about a \$100,000 surplus**, and that is on an annual basis, I believe.”...



The Lodge Numbers:

The Projected Surpluses/Losses for years 1 – 3
(Without \$700,000 Increased Requisition factored in)

Year 1: **-\$2,241,652**

Year 2: **-\$1,334,144**

Year 3: **-\$300,148**

Years 4 – 11 Surplus/Losses range from
-\$231,949 to -\$442,466/yr

(As per Weiss WHMB Presentation, April 18, 2024)



The Lodge Numbers:

What does this mean for the Town of Strathmore
(Taxpayers)?

As mandated by the Alberta Housing Act, the Town of Strathmore, and Wheatland County split WHMB losses based on a metric called “Equalized Assessment”.

Equalized Assessment is where the value of all properties within their respective borders are totaled and compared to determine their appropriate share of WHMB losses. In our case, the Town of Strathmore’s share is about 1/3 of the total, and Wheatland County’s share is roughly 2/3.



The Lodge Numbers:

The Projected Losses for years 1 – 3
(With New \$700,000 Base Requisition)

What this means for the Town of Strathmore (Taxpayers) is that when the new Lodge becomes operational, we will be obligated to pay: (1/3 of aforementioned deficits, plus built-in requisition increase of \$230,000)

Year 1: $\$513,884 + \$230,000 = \$743,884$

Year 2: $\$211,381 + \$230,000 = \$441,381$

Year 3 (and beyond): $1/3 \text{ of } \$700,000 = \$230,000$

(As per Weiss WHMB Presentation, April 18, 2024)



What We've Heard:

(From Our Council WHMB Reps, Cllrs. Wegener and Peterson)

From the March 27, 2024, Special Council Meeting:

Cllr. Montgomery:

Q: "Not counting debt-servicing, will there be an increase in what the Town pays to WHMB as a result of the new lodge becoming operational?"

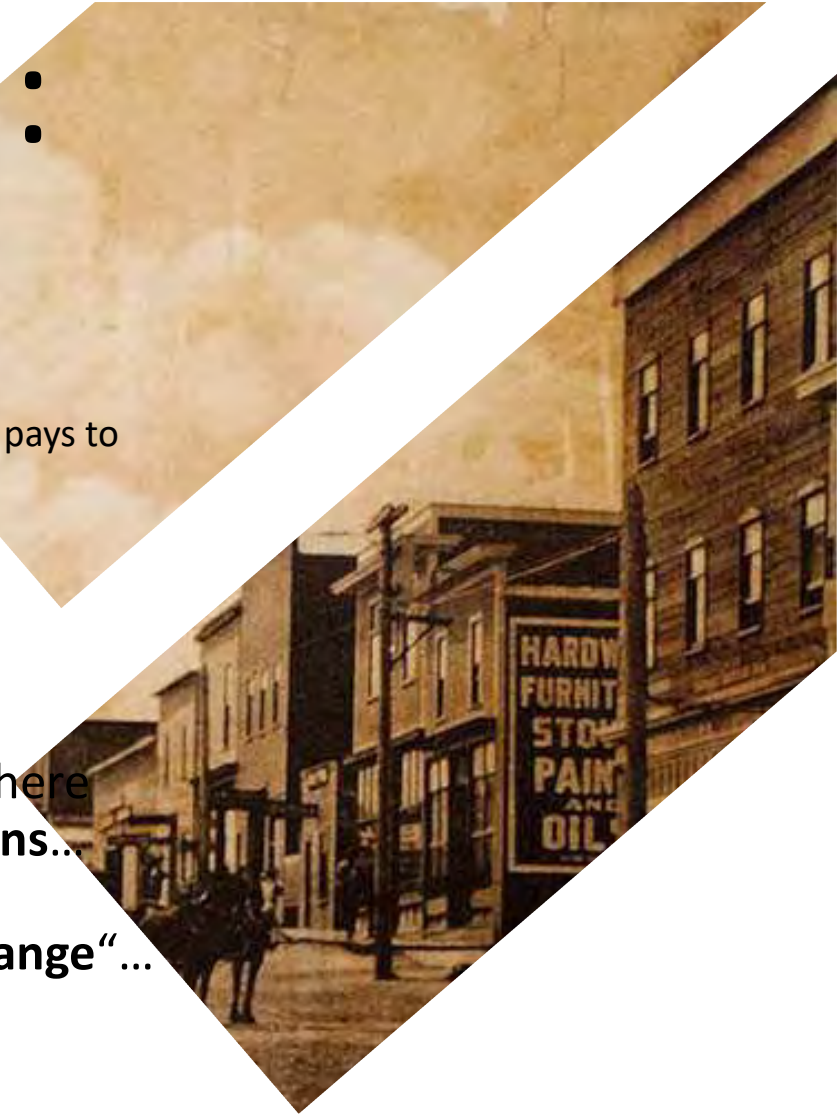
Answers:

Cllr. Denise Peterson: "**We don't know.**"

Cllr. Richard Wegener - "From the way I understand it, there won't be, **there should not be an increase in requisitions...**

The requisitions as I understand them, are **not going to change**"...

At this point, if anything, **minimal.**"



The Lodge Numbers:

The Projected Increases in WHMB Requisition from TOS:

Year 1: \$743,884

Year 2: \$441,381

Year 3: \$230,000

Beyond year 3, the TOS would continue paying the increased base requisition of \$230,000/yr.

(As per Weiss WHMB Presentation, April 18, 2024)



What If?:

From the March 27, 2024, Special Council Meeting:

Cllr. Montgomery (To WHMB Board Chairperson, Glenn Koester):

Q: "How will all of these numbers be affected if the (AHPP) provincial grant didn't come through?"

Answer:

Cllr. Glenn Koester, WHMB Board Chairperson:

"If the provincial grant don't come through, **we can pony up more, as municipalities**, I'm thinking it's around \$13,000,000."

"We can still go to CMHC and borrow that money. But **we would have to come up with that, in-turn**, to gain, what CMHC requires for equity"



What If?:

From the March 27, 2024, Special Council Meeting:

Cllr. Glenn Koester, WHMB Board Chairperson:

"If the provincial grant don't come through, **we can pony up more, as municipalities**, I'm thinking it's around \$13,000,000."

The provincial grant application was for \$18,812,544. If not received, that amount would have to be made up by a combination of increased contributions (as a down-payment) from the municipalities, and with the remainder borrowed from a lender such as CMHC (Canada Mortgage and Housing Corporation)



What If?:

From the March 27, 2024, Special Council Meeting:

Cllr. Glenn Koester, WHMB Board Chairperson:

"If the provincial grant don't come through, **we can pony up more, as municipalities**, I'm thinking it's around \$13,000,000."

"We can still go to CMHC and borrow that money. But **we would have to come up with that, in-turn**, to gain, what CMHC requires for equity"

Based on the above statement, Strathmore's share of the \$5,812,544 that would need to be contributed as increased down-payment would be \$1,937,515



What If?:

From the March 27, 2024, Special Council Meeting:

Cllr. Glenn Koester, WHMB Board Chairperson:

"If the provincial grant don't come through, **we can pony up more, as municipalities**, I'm thinking it's around \$13,000,000."

What does it cost to borrow an additional \$13,000,000?

Using the Alberta Government loan calculator found at:

https://acfa.gov.ab.ca/loan-form-script/loan_calc_index.html

It was determined that it will increase the Lodge's debt servicing cost by **\$356,142.19/yr**

Strathmore's share of this increased cost will be 1/3 of that amount, or roughly, **\$118,714/yr**



The Lodge Numbers:

The Projected Increases in WHMB Requisition from TOS:
(If the AHPP grant is not awarded)

Year 1: \$862,598

Year 2: \$560,095

Year 3: \$348,714

Beyond year 3, the TOS would continue paying the increased base requisition of \$348,714/yr.



The Hospice:

WHMB has partnered with the Wheatland and Area Hospice Society to co-locate the new Lodge and Hospice together in Kinsmen Park.

The Hospice society has worked hard and raised over \$4.1 Million Dollars (out of \$6 Million) towards the cost of building their portion of the proposed project. This is a huge accomplishment and should be recognized as such.



The Hospice:

What are the plans for paying for the operating costs of the Hospice?

According to the WAHS, they expect their annual operating costs to be in the area of \$800,000/yr, and they are requesting that the Alberta Government pay 100% of that amount.

Also **“Any deficit would be covered by municipal requisitions on a per capita basis.”**

(As per WAHS Information Package – April 12, 2024)



The Hospice:

FYI:

In October 2020, Shasta Seniors Living Society responded to a request for expression of interest and qualifications from Alberta Health Services for the provision of supportive living, long-term care and hospice spaces in a host of locations across Alberta, one of which being in Strathmore.

Shasta received a signed commitment letter for funding 54 long-term care spaces, 18 supportive living level four spaces, 18 supportive living memory care spaces, **and six hospice spaces** with Alberta Health Services in October 2023. These will be fully funded by Alberta Health Services, with accommodation rates set by Alberta Health.

(February 21, 2024, Strathmore Times Article)



The Hospice:

Info:

In light of the fact that the Alberta Government has agreed to fund 6 hospice beds through Shasta Seniors Living Society, it is unfortunately very unlikely that they will fund any portion of the WAHS' proposed project operational costs.



The Hospice Numbers:

What are the plans for paying for the operating costs of the Hospice?

At the Public Information Session held by WAHS on April 12, 2024, it was stated that:

- A) The \$800,000 operating cost could be split on a per capita basis between Wheatland County and the Town of Strathmore, if no funding from the AB Gov was received.
- B) That the amount this worked out to was \$34 per capita, based on the current populations of these municipalities.
- C) That the population of Strathmore was 15,000 people, and the current population of Wheatland County was also 15,000 people.

(As per WAHS Community Presentation at Strathmore Civic Center – April 12, 2024)



The Hospice:

What are the plans for paying for the operating costs of the Hospice?

Via email, I asked the WAHS for information on how the \$800,000/yr operating cost was arrived at, as this amount was drastically less than what other Hospices in Alberta cost to run.

I also asked where the figure of 15,000 population for Wheatland County came from, or if this was an error. (2021 Data shows 8,738 population)



The Hospice:

I received the following email response:

“Hello Jason: Our spring community presentations are now concluded. We are now in contact with ministry officials and are unable to release further information. We will be presenting our progress in upcoming community presentations. Thank you for your interest.”



The Hospice Numbers:

A couple of things to note:

Using the supplied figure of \$34 per capita, multiplied by the supplied Strathmore population figure of 15,000, we get:

$$15,000 \times \$34 = \$510,000$$

(As per WAHS Community Presentation at Strathmore Civic Center – April 12, 2024)



The Hospice Numbers:

A couple of things to note:

Using the supplied figure of \$34 per capita, multiplied by the supplied Strathmore and Wheatland County populations of 30,000, we get:

$$30,000 \times \$34 = \$1,020,000$$

(As per WAHS Community Presentation at Strathmore Civic Center – April 12, 2024)



The Hospice Numbers:

Note:

$$30,000 \times \$34 = \$1,020,000$$

This is not aligning with the estimate of \$800,000/yr that is being presented as the cost of running the Hospice on an annual basis.

(As per WAHS Community Presentation at Strathmore Civic Center – April 12, 2024)



The Hospice Numbers:

Note:

$$30,000 \times \$34 = \mathbf{\$1,020,000}$$

Using the above amount, and dividing it by the actual total population of this area we get:

$$\$1,020,000 / 23,738 = \$42.97 \text{ per capita}$$

(As per WAHS Community Presentation at Strathmore Civic Center – April 12, 2024)



The Hospice Numbers:

Based on review of other Hospices in the Province of Alberta, operating costs seem to be around \$1000/day per Hospice Bed.

WAHS is planning on 6 beds.

6 beds x \$1000 x 365 days = \$2,190,000/yr

Let's suppose that the previous slides' figures are closer to correct...



The Hospice Numbers:

If we were to use the WAHS supplied figures which produce an annual cost of:

$\$1,020,000 / 23,738 = \42.97 per capita

And multiplied by Strathmore's population of 15,000 we get:

$\$42.97 \times 15,000 = \$644,536$



The Lodge and Hospice Numbers:

The Projected Increases in WHMB & Hospice Requisition from
TOS (if AHPP grant is awarded):

Year 1: $\$743,884 + \$644,536 = \$1,388,420$

Year 2: $\$441,381 + \$644,536 = \$1,085,918$

Year 3: $\$230,000 + \$644,536 = \$874,536$

Beyond year 3, the TOS would continue
paying the increased base requisition of
 $\$874,536$ /yr. (Not factoring inflation for
Hospice)



The Lodge Numbers:

What we pay now:

I asked administration for information on the last 3 years of requisitions to WHMB for the existing lodge:

Answer:

Good afternoon Cr. Montgomery,

Here is the last 3 years analysis for the Senior's requisition.

<i>Wheatland Housing Management Board Requestion Analysis</i>				
<i>Year</i>	<i>Requisition</i>	<i>\$ Change</i>	<i>% Change</i>	
2024	244,452	53,595	28.1%	
2023	190,857	25,258	15.3%	
2022	165,599	20,609	14.2%	



The Lodge Numbers:

What we pay now:

Of the \$244,452 requisitioned for the current WHMB lodge in 2024:

\$145,154 is for their 2023 operating deficit, and \$99,298 has been requested to increase their capital reserves.

Presuming that this operating deficit remains about the same, what does our total possible new requisition amount to if the new Lodge/Hospice is built?



The Lodge and Hospice Numbers:

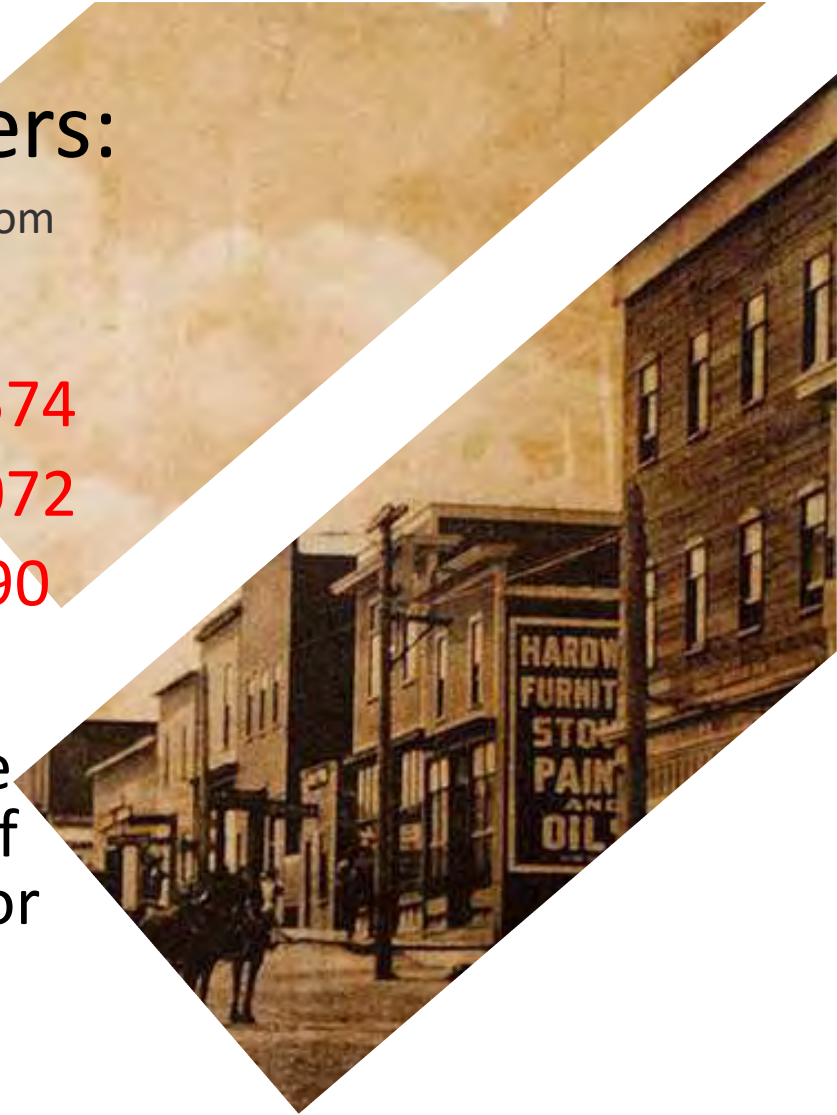
The Projected Increases in WHMB & Hospice Requisition from TOS (if AHPP grant is awarded):

Year 1: $\$1,388,420 + \$145,154 = \$1,533,574$

Year 2: $\$1,085,918 + \$145,154 = \$1,231,072$

Year 3: $\$874,536 + \$145,154 = \$1,019,690$

Beyond year 3, the TOS would continue paying the increased base requisition of $\$1,019,690$ /yr. (Not factoring inflation for Hospice or current WHMB Lodge)



The Lodge and Hospice Numbers:

The factor by which our current requisition will increase is the following:

Year 1: \$1,533,574 / \$145,154 = 10.6x Increase

Year 2: \$1,231,072 / \$145,154 = 8.5x Increase

Year 3: \$1,019,690 / \$145,154 = 7.0x Increase

Thank you!



**WHEATLAND HOUSING MANAGEMENT BODY
SPECIAL MEETING
May 9, 2024**

Minutes of the Special Meeting of the Wheatland Housing Management Body, held at the Wheatland Lodge, 76 2nd Street, Strathmore, Alberta on Thursday, May 9, 2024, at 7:00pm.

Board Members Present:

Hospice Society	G. Koester
Strathmore Lions Club	L. Voermans
Town of Strathmore	D. Peterson
Town of Strathmore	R. Wegener
Village of Hussar	L. Schultz
Village of Rockyford	L. Smith
Village of Standard	M. Gauthier
Wheatland County	S. Laprise – Zoom until 7:30PM
Wheatland County	R. Laursen
Member At Large	K. Clayton

Attendees Present:

CAO V. Cook - Recording Secretary

Absent:

Board Chair, KOESTER, called the meeting to order at 7:04PM.

Additions to Agenda

**RESOLUTION 44-05-01
Agenda**

SMITH MOVED to approve the agenda.

- Carried.

- Discussions were held on the response from the Affordable Housing Partnership Program application.
- Discussions on Bridge Financing to allow Lodge/Hospice project to go forward.

**RESOLUTION 44-05-02
In Camera**

PETERSON made a motion to go in camera at 7:42PM
All in favor.

**RESOLUTION 44-05-03
Out of Camera**

WILSON moved to come out of camera at 8:19PM

**RESOLUTION 44-05-04
Class B to Class A**

WILSON MOVED that the Board of Directors request M-3 Development Management provide a cash flow timeline, and cost breakdown related to how to get from the Class B Budget to the Class A Budget. The Board directed **WILSON** and **CLAYTON** to contact M-3 Development Management.

- Carried.

**WHEATLAND HOUSING MANAGEMENT BODY
SPECIAL MEETING
May 9, 2024**

**RESOLUTION 44-05-05
Building Committee**

WILSON MOVED that the Board of Directors designate the building committee to contact Mayor Pat Fule regarding a meeting with the Town of Strathmore.

- Carried.

**RESOLUTION 44-05-06
Board Chair
Loan Information**

WILSON MOVED that the Board of Directors designate the Board Chair to contact the Calgary Foundations Loan Program for information.

- Carried.

**RESOLUTION 44-05-07
Fact Sheet**

LAURSEN MOVED That a committee of VOERMANS, PETERSON, COOK and MCNEELEY create a fact sheet for the proposed new Lodge/Hospice. The fact sheet is to be brought to the board for approval by May 16, 2024.

- Carried.

**RESOLUTION 44-05-08
Adjournment**

WILSON adjourned the meeting at 8:37PM


Chair


Recording Secretary



NOTICE OF MOTION

Date: May 10, 2024

Meeting Date: May 15, 2024

SUBMITTED BY: Councillor Jason Montgomery

SUBJECT: Racial Equality Review

WHEREAS, the Town of Strathmore recognizes the inherent dignity and equal rights of all individuals, regardless of race, ethnicity, or cultural background.

AND WHEREAS, the Town of Strathmore is committed to fostering a community that is inclusive of all, welcoming, and free from racial discrimination.

AND WHEREAS, the Town of Strathmore acknowledges the ongoing struggle against racial discrimination and is dedicated to taking proactive steps to combat it.

AND WHEREAS, the Town of Strathmore and its council have actively engaged in efforts to promote Diversity, Equity and Inclusion, or DEI, within our community.

Whereas, many interpretations and applications of Diversity involve the use of racially discriminatory practices, and the unequal treatment of people based on their race, ethnicity or cultural background.

AND WHEREAS, the Town of Strathmore condemns all forms of racism and is committed to leading our community to address and eliminate racial discrimination in all its forms.

Notice is hereby given that the following motion will be brought forward for consideration at the June 5, 2024 Regular Council Meeting:

BE IT THEREFORE RESOLVED THAT Council direct administration to review their current systems, policies and practices to ensure that the Town of Strathmore will not consider, inquire about, or use an individual's race, ethnicity, cultural background, or colour; to determine eligibility for services or grants, or in the provision of services and grants, or the charging and collection of fees.



**“Without the
support STARS
has from
people like you,
I wouldn’t be
here today.”**

**ALLY
IMPACT
REPORT
TOWN OF
STRATHMORE**

Thank you, Town of Strathmore

You make critical care anywhere, possible.

In 2023 and 2024, the Town of Strathmore generously donated \$10,000 each year to support STARS flight operations from the Calgary base that serves the southern region of Alberta - **Thank you!** We are sincerely grateful for your commitment to our fight for life.

STARS was built by the community, for the community, and thanks to allies like you, we can continue to reach the communities within Western Canada and the patients within who need our help for generations to come.

With you by our side, we can surpass obstacles and extend beyond boundaries, whether it be by air, ground, or satellite link. You allow STARS to use any transportation and tools necessary to reach patients and deliver the care that can save lives.

Your ongoing, steadfast support has been instrumental in providing critical care to those in our communities who need it most, like one of our Very Important Patients, Charlotte McHugh.

Because the Town of Strathmore shares STARS' mission that access to critical care should be available anywhere, we were able to be there for Charlotte on the day of her accident.

Your commitment provides essential training and tools for critical care, from necessary technology to equipment, and most importantly, your support makes that immediate response possible for people every day. We look forward to showing you more about the impact of this gift.

From all of us at STARS, and on behalf of the patients we serve, **thank you.**



MISSION STATISTICS

TOWN OF STRATHMORE

TOWN OF STRATHMORE / WHEATLAND COUNTY @ DECEMBER 31, 2023	2019	2020	2021	2022	2023	TOTAL
Near Bassano (within Wheatland County)	1					1
Near Carseland (within Wheatland County)	1	2	2	2	1	8
Near Cheadle	3	3		3		9
Near Gleichen (scene and SAR within Wheatland County)	7	11	3	7	5	33
Near Hussar	2	1	2	1		6
Near Keoma (within Wheatland County)			1		1	2
Near Langdon (within Wheatland County)	1	1				2
Near Rockyford		2		5	1	8
Siksika Nation (within Wheatland County)	3	3		6	2	14
Near Standard	2	1	1	1	2	7
Town of Strathmore Hospital (critical inter-facility transfers)	11	19	12	15	25	82
Town of Strathmore (scene calls)	4	6	12	6	6	34
TOTAL	35	49	33	46	43	206

Since 2019, (up to and including December 31, 2023) because of your support, STARS was able to carry out 206 critical inter-facility, search and rescue and scene missions within Wheatland County, the Town of Strathmore and the hospital that serves your area. Thank you for helping to support the residents of the Town of Strathmore in the communities where they live, work and play.

Your gifts make an impact and help improve and enhance our responsiveness to every patient's unique situation. Within the last year, because of the generous support from you, STARS completed a mass training initiative – certifying all crew in ultrasound technology. We piloted a portable weather station to enhance the accuracy of our weather data. And we became the first air ambulance in Canada to employ the Massive Hemorrhage Protocol – where in addition to blood products, STARS carries two special medications that help stop bleeding. Each of these innovations would not be possible without the support of you – our donors.

Thank you for your steadfast commitment to STARS. Your commitment helps STARS maintain the highest level of critical care for your residents and ensures that health and safety is of the utmost priority.

THANK YOU





As an ally, you provide the community with reassurance for when the unthinkable happens. You allow us to provide care for everyone regardless of their social or economic circumstance. It doesn't matter who. It doesn't matter where. Our mission is to be there – physically or virtually, in whatever capacity we can help. Thank you for enabling us to be there when we're needed most.

36,390

TOTAL NUMBER OF
EMERGENCY
REQUESTS HANDLED

99

AVERAGE DAILY NUMBER
OF EMERGENCY
REQUESTS HANDLED

3,365

HELICOPTER MISSIONS
FLOWN ACROSS
THE PRAIRIES



The first moments of a medical emergency can determine the difference between life and death, permanent damage and full recovery. Those critical moments have a direct impact on the patient, their family and on the health-care system and safety of our society.

Because of your belief in our mission to provide critical care, anywhere, we can be there for the next patient who needs us most. Whether it's in the air, on the ground or virtually, we can be there for patients like Charlotte McHugh, because of our allies.

Your support of STARS helped to save her life.

On a foggy August morning, Charlotte had just left the family farm for her nursing job in the city when a truck barreled through a stop sign and into the driver's side of her car.

Here is Charlotte's story.

07:39:31

911 dispatchers contact STARS minutes after receiving the initial call. With the severity of the accident and the uncertainty of Charlotte's condition, they request STARS be put on standby before first responders arrive on scene.

Care on the line

That morning, Leo Leblanc is one of the STARS communications specialists on shift when the call came into the STARS Emergency Link Centre (ELC). This is where STARS medical crew and helicopters are dispatched; local first responders or rural hospitals contact us for help and critical care is facilitated virtually. The STARS ELC is the beginning of a patient's best hope in a worst-case scenario.

STARS ELC communications specialists consult with Dr. David Lendrum, the on-call transport physician, to determine if the helicopter is needed. The answer is yes.

"STAR-1, Link Centre, you are on pre-alert for a scene call."



07:39:52

The STARS ELC alerts the pilots and critical care team, including a flight nurse and a flight paramedic.

You upgrade essential technology.

A \$400,000

Computer-aided dispatch system

B \$3,000

Ultra widescreen monitor

C \$2,500

Specialized Bluetooth headset

D \$75,000/yr

Internet protocol phone system

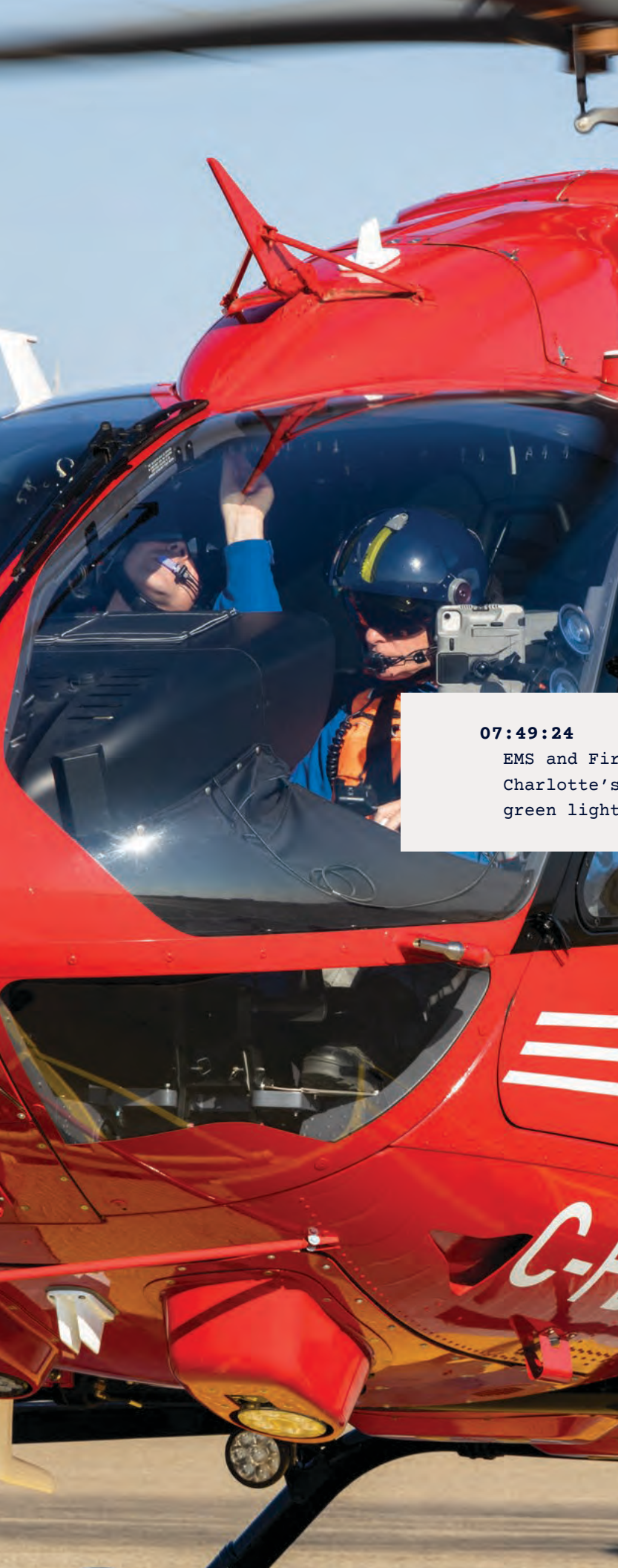
E \$1,500

Ergonomic dispatch chair

F \$165

STARS ELC team uniform





Readiness to respond

"Anytime we get a call, pilots are notified first. We do a weather check to ensure we can get there and back safely with a critical patient on board," says Gary Bergen, one of the two pilots on Charlotte's mission.

"We determined it was safe to fly, but because of the fog, we wouldn't be able to land at the scene where Charlotte needed help – we would have to land five kilometres away."

The team in the STARS ELC coordinates with first responders to determine a landing zone while alerting the hospital where Charlotte will be flown.

07:49:24

EMS and Fire Department arrive on scene and determine Charlotte's condition is critical. STARS is given the green light to launch.

"From the time that the call came in from the field, to the time that we were airborne, was **less than 10 minutes**. Her injury was such that she only had a limited time to get it fixed or she was going to die."

- Pat Jeffery, STARS NURSE

Critical care, anywhere

In a case like Charlotte's, the new H145 automation feature allows the pilot to focus on how best to proceed when faced with hazards such as fog, so we make the safest decisions.

Communication upgrades mean that the STARS crew can contact the ELC, first responders, and allow physicians remote access to patient data in real time, all at the same time.

Thanks to the generosity of the community, the new H145 helicopters will sustain and grow our ability to provide the best care available to patients who need us most, no matter where they are.



You keep us ready to fly when needed most.

Helicopter missions flown, 2022-23



07:56:00

The STARS helicopter lifts off from the base.

We are wherever we need to be, using any transportation and tools necessary to reach our patients and deliver the care that can save their lives.

For Charlotte, it is the helicopter, even with the fog.

"The transport aspect of Charlotte's mission was a single element of what needed to happen to save her life and was likely the least complicated," said Chad Hegge, STARS paramedic.

08:19:00

The helicopter lands in a field to meet EMS. STARS nurse and paramedic begin assessing Charlotte's condition.

Incident types, 2022-23



VEHICLE
INCIDENT

17.8%



OTHER
MEDICAL

20.5%



OTHER
TRAUMA

19.2%



CARDIAC

18.2%



PULMONARY

12%



NEUROLOGICAL
(NON-TRAUMA)

10.6%



OBSTETRICAL &
GYNECOLOGICAL

1.3%



ENVIRONMENTAL

0.14%

You provide the tools for critical care.

A \$37,000

Transport ventilator

B \$3,700

In-flight ultrasound

C \$400

Intraosseus kit

D \$45,000

Portable video laryngoscope

E \$700

Blood on Board cooler



08:49:00

STARS medical crew provide sedation and paralysis before a portable video laryngoscope is used to intubate Charlotte. The team takes off for the hospital.

Pat and Chad take control of Charlotte's breathing with an external mask. Their initial assessment indicates she is bleeding but can't locate the source externally. Needles inserted into her chest return blood instead of the expected rush of air. Charlotte's veins collapse, so a needle is drilled into her upper arm with an **intraosseus kit** to provide fluids and medications.

Charlotte is placed on a **mechanical ventilator** to help her breathe. Two units of blood are administered and an **ultrasound** is performed to confirm bleeding in her chest.

"I had no idea there was that kind of technology and skill that was required," Charlotte said. "I think they used almost every piece of equipment in there to keep me alive long enough to get me to the hospital. It's truly amazing to me what they can do."

The vast array of equipment and tools on board, coupled with the skills and experience of the medical team, help Charlotte survive to see her family again. From the **blood we carry**, to the **video laryngoscope** we used to help secure her airway, it's because of allies like you that these vital tools and ongoing crew training are available to us.

Throughout the entire mission Dr. Lendrum remains on the line, determining hospital availability, providing medical consult and assisting with coordination.

"There are not many times where we go into a situation where someone is as critically injured as this. We had to use all of our tools and skills and it made a difference. It's great that we have donors that believe in what we're doing."

- Chad Hegge, FLIGHT PARAMEDIC

More than transport

STARS is much more than a means of transportation.

The main service we provide has always been, and continues to be, critical care whether by air, ground, or satellite link.

From transport physicians on call 24/7, to nurses and paramedics who are ready to be dispatched, to the first responders and rural health care providers, who our ELC work with daily, it's always about the patient.

You give opportunities for essential training.

Air Medical Crew training, 2022-23

116

STARS AIR MEDICAL CREW
(AMC) MEMBERS

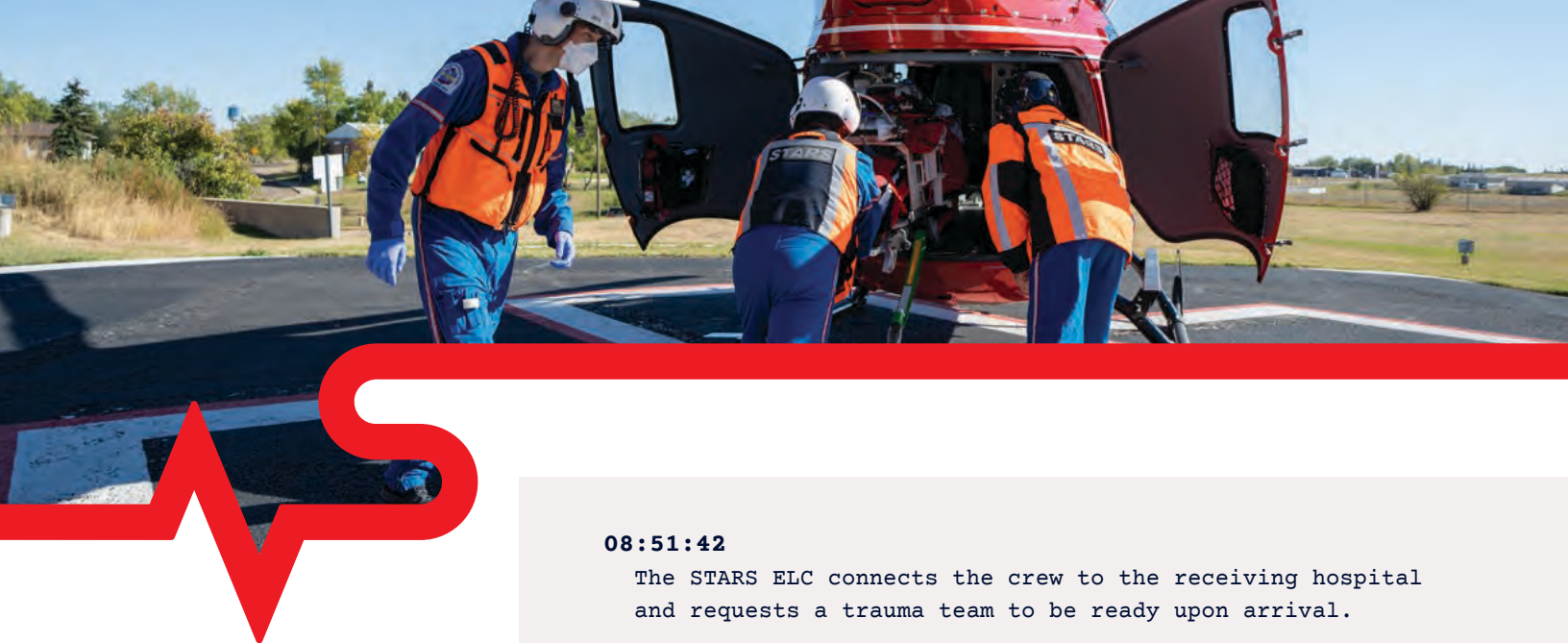
150

NUMBER OF HOURS OF
TRAINING/AMC MEMBER/YEAR

17,400

CUMULATIVE HOURS OF
TRAINING/YEAR

Dr. Doug Martin, a STARS Transport Physician, consults on a patient call, virtually providing assistance and direction to the STARS crew.



08:51:42

The STARS ELC connects the crew to the receiving hospital and requests a trauma team to be ready upon arrival.

08:59:00

The STARS helicopter arrives at hospital. Charlotte is transferred to the hospital's trauma team where she is rushed to the operating room.

"I was bleeding from the hole in my heart. They think it was the sheer force of the collision that caused a tear in my left ventricle. I had several ribs broken, a couple of them had to be removed during surgery, so my chest was crushed. It was a disaster."

- Charlotte McHugh, STARS VERY IMPORTANT PATIENT

09:57:16

The crew returns to the STARS base to prepare for the next patient who needs us.

Your support keeps us in the fight for life.

\$10M

APPROXIMATE ANNUAL
COST PER BASE

34,853

ANNUAL DONORS

555

ACTIVE VOLUNTEERS



 FUNDRAISING

 GOVERNMENT FUNDING



Coming full circle

A few years after her mission, Charlotte is working at an immunization clinic, and Pat happens to be there to receive a vaccine.

She sits down next to Charlotte, who is shocked at the name that pops up on her screen. She looks up and says, "Pat Jeffery, you saved my life!"

"Maybe, in a way, I helped save her life so down the road, she could help save mine by giving me my vaccination," Pat would later say.

“Before STARS, people died. I would not have survived by ground ambulance. Instead, I got to see my kids graduate. STARS is a wonderful thing, and I’m ever so grateful to STARS for saving my life. And if anybody’s thinking that it’ll never happen to them, they don’t know, because I didn’t think it would ever happen to me.”

- Charlotte McHugh, STARS VIP



**You shape the
future of
critical care.**

Your support helps save people like Charlotte, wherever they are, whenever they need critical care. Together, we are on the leading edge of advances in technology and medicine, we’re expanding care methods to meet the patient’s needs, and together we are providing critical care into the future.

Thank you.

Have questions about what we do
or what it means to be an ally?

We want to hear from you!

GLENDA FARNDEN

SR. MUNICIPAL RELATIONS LIAISON

780-512-6205

gfarnden@STARS.CA



1-888-797-8277 | info@stars.ca | stars.ca





**Branch 10
Strathmore**

**The Royal Canadian Legion
Strathmore 10**

230 – 2nd (Veterans) Ave.
Box 2041, Strathmore, AB T1P 1K1
Phone: 1-403-934-5119
[Email: rcl10@shaw.ca](mailto:rcl10@shaw.ca)

May 9, 2024

Mayor Pat Fule
PO Box 2280
1 Parklane Drive
Strathmore, AB
T1P 1K2

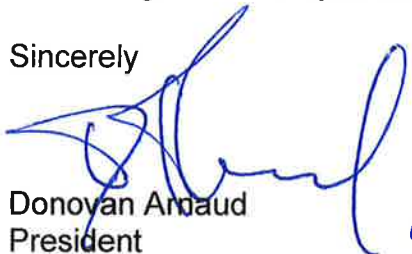
Dear Mayor Fule

On behalf of the Branch 10 Executive, and by extension RCL District 9 Alberta NWT, please accept our sincere thanks for your attendance and welcoming remarks during the opening of our bi-annual Rally. We know how busy you are and are grateful you were available to bring words of welcome from the Town of Strathmore. In addition, please extend a sincere thank you to Councillor Denise Peterson who was instrumental in gathering some door prizes for our event. Her thoughtfulness was most appreciated and our guests who won were pleased to receive them.

Much was accomplished and attendees were impressed with our Branch and the support we receive from our local governments.

Thanks again and drop in any time!

Sincerely


Donovan Arnaud
President

Cc: Councillor D. Peterson
D. Bolduc, District Commander
Branch Executive

TOWN OF STRATHMORE
Accounting

MAY 21 2024

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MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Calgary-Hays*

AR114474

May 10, 2024

Reeve Amber Link
Wheatland County
242006 Range Road 243
Wheatland County AB T1P 2C4

His Worship Pat Fule
Mayor
Town of Strathmore
PO Box 2280
Strathmore AB T1P 1K2

Dear Reeve Link, Mayor Fule, and Councils:

Thank you for your recent letter requesting a time extension to complete your Intermunicipal Collaboration Framework (ICF) and Intermunicipal Development Plan (IDP) agreements. I have considered your request, and I am pleased to provide an extension to allow for continued discussion and adoption of the agreements.

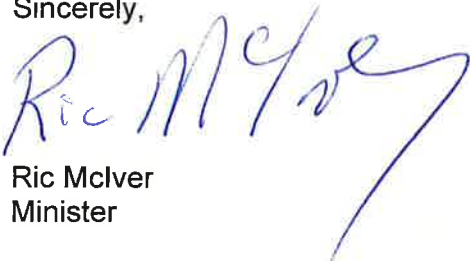
Please find attached Ministerial Order No. MSD:032/24, which grants an extension to December 31, 2024, for the completion of your ICF and IDP.

I am encouraged that you continue to negotiate in good faith and work collaboratively to create a framework and development plan to provide services that benefit the residents of both municipalities.

If you have any questions, please contact a municipal collaboration advisor toll-free by dialing 310-0000, then 780-427-2225, or at icf@gov.ab.ca.

I wish you success in completing this final phase of your process to create and adopt your ICF.

Sincerely,



Ric McIver
Minister

TOWN OF STRATHMORE
Accounting

MAY 17 2024

Attachment: Ministerial Order No. MSD:032/24

cc: Honourable Joseph Schow, MLA, Cardston-Siksika
Honourable Nathan Cooper, MLA, Olds-Didsbury-Three Hills
Chantelle de Jonge, MLA, Chestermere-Strathmore
Brian Henderson, Chief Administrative Officer, Wheatland County
Kevin Scoble, Chief Administrative Officer, Town of Strathmore

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MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Calgary-Hays*

MINISTERIAL ORDER NO. 032/24

I, Ric McIver, Minister of Municipal Affairs, pursuant to sections 605, 631(4), 708.28, and 708.412 of the *Municipal Government Act*, make the following order:

1. That the time for completion of the intermunicipal collaboration framework and intermunicipal development plan between Wheatland County and the Town of Strathmore is extended to December 31, 2024.
2. Ministerial Order No. MSD:053/22 is hereby rescinded.

Dated at Edmonton, Alberta, this 10 day of May, 2024.



Ric McIver
Minister of Municipal Affairs