



**REGULAR COUNCIL MEETING AGENDA
CARSTAIRS MUNICIPAL OFFICE
OCTOBER 12, 2021, 7:00 P.M.**

Page

1. CALL TO ORDER

2. ADDED ITEMS

3. ADOPTION OF AGENDA

- a) Adoption of agenda of October 12, 2021
Motion: To adopt the agenda of October 12, 2021

4. ADOPTION OF MINUTES

- a) Adoption of minutes of September 27, 2021 (addendum 4.a)
Motion: To adopt the minutes of September 27, 2021



5. BUSINESS ARISING FROM PREVIOUS MEETING

6. DELEGATIONS

7. BYLAWS AND POLICIES

8. NEW BUSINESS

- a) Co-ownership Agreement - Mountain View County (addendum 8.a)



- b) Committee Terms of Reference Policy- Carstairs Nature Space Committee (addendum 8.b)



9. COMMITTEE REPORTS

- a) LEGISLATIVE & EMERGENCY SERVICES COMMITTEE
b) STRATEGIC PLANNING & CORPORATE AFFAIRS COMMITTEE
c) EXTERNAL RELATIONS COMMITTEE
d) POLICY & GOVERNANCE COMMITTEE
e) MOUNTAIN VIEW REGIONAL WASTE COMMISSION
f) MOUNTAIN VIEW REGIONAL WATER COMMISSION

- g) MOUNTAIN VIEW SENIORS HOUSING
- h) MUNICIPAL AREA PARTNERSHIP
- i) CARSTAIRS COMMUNITY DEVELOPMENT & ECONOMIC PARTNERSHIP
- j) CENTRAL ALBERTA ECONOMIC PARTNERSHIP

10. COUNCILOR REPORTS

- a) COUNCILOR BLAIR
- b) COUNCILOR WILCOX
- c) COUNCILOR GREEN
- d) COUNCILOR ALLAN
- e) COUNCILOR RATZ
- f) COUNCILOR GIL
- g) MAYOR COLBY

11. CORRESPONDENCE

- a) Alberta Municipal Affairs - 2020 Municipal Indicator Results (addendum 11.a)



12. CAO'S REPORT

13. COUNCILOR CONCERNS

14. PUBLIC QUESTION PERIOD

15. MEDIA QUESTION PERIOD

16. CLOSED MEETING

17. ADJOURNMENT

MINUTES OF THE REGULAR COUNCIL MEETING
MONDAY, SEPTEMBER 27, 2021, 7:00 P.M.
CARSTAIRS MUNICIPAL OFFICE

ATTENDEES:	Mayor Colby, Councillors Blair, Green, Allan, Gil, Ratz, and Wilcox CAO Carl McDonnell, and Recording Secretary Shannon Allison
ABSENT:	
CALL TO ORDER:	Mayor Colby called the meeting of September 27, 2021, to order at 7:06 p.m.
ADDED ITEMS:	Nil
ADOPTION OF AGENDA:	
Motion 304/21	Motion by Councilor Blair to accept the Regular Council agenda of September 27, 2021, as presented. CARRIED
ADOPTION OF PREVIOUS MINUTES:	
Motion 305/21	Motion by Councilor Allan to adopt the Regular Council minutes of September 13, 2021, as presented. CARRIED
BUSINESS ARISING FROM PREVIOUS MEETING:	Nil
DELEGATIONS:	1. Christina Kaye & Marla Kimball – Co-managers Carstairs Bruinettes Re: Restrictions Adult Recreation/Users groups Presentation in favor of implementing a Restriction Exemption Program for Adult Recreation. Read letters of support from various Adult Sports Leagues.
Motion 306/21	Motion by Councilor Wilcox to accept the presentation for information. 2. RCMP Staff Sgt. Steven Browne (Acting) Introduction of himself and his acting roll at the Didsbury RCMP detachment.
Motion 307/21	Motion by Councilor Green to accept the presentation for information. CARRIED
BYLAWS & POLICIES:	1. Bylaw No. 2020 Borrowing Bylaw Site Servicing 825 Mandalay Boulevard and Fire Hall Construction Costs
Motion 308/21	Motion by Councilor Gil to give first reading of Bylaw No. 2020 “Site Servicing 825 Mandalay Boulevard and Fire Hall Construction Costs”. CARRIED
Motion 309/21	Motion by Councilor Green to give second reading of Bylaw No. 2020 “Site Servicing 825 Mandalay Boulevard and Fire Hall Construction Costs”. CARRIED
Motion 310/21	Motion by Councilor Wilcox to move to third and final reading of Bylaw No. 2020 “Site Servicing 825 Mandalay Boulevard and Fire Hall Construction Costs”. CARRIED
Motion 311/21	Motion by Councilor Blair to give third and final reading of Bylaw No. 2020 “Site Servicing 825 Mandalay Boulevard and Fire Hall Construction Costs”. CARRIED
	2. Bylaw No. 2021 Borrowing Bylaw Golf Course Infrastructure Upgrades

Motion 312/21 Motion by Councilor Ratz to give first reading of Bylaw No. 2021 “Golf Course Infrastructure Upgrades”.
CARRIED

Motion 313/21 Motion by Councilor Allan to give second reading of Bylaw No. 2021 “Golf Course Infrastructure Upgrades”.
CARRIED

Motion 314/21 Motion by Councilor Gil to move to third and final reading of Bylaw No. 2021 “Golf Course Infrastructure Upgrades”.
CARRIED

Motion 315/21 Motion by Councilor Green to give third and final reading of Bylaw No. 2021 “Golf Course Infrastructure Upgrades”.
CARRIED

NEW BUSINESS: 1. Fortis Alberta Inc. – Franchise Agreement 2022

Motion 316/21 Motion by Councilor Allan to direct administration to advise Fortis that the franchise fee percentage shall remain the same for 2022
CARRIED

2. Parkland Regional Library System – Budget 2022

Motion 317/21 Motion by Councilor Green to accept the Purposed 2022 Parkland Regional Library Budget.
CARRIED

COMMITTEE REPORTS: 1. Legislative & Emergency Services Committee
- Next meeting will follow the Election

2. Strategic Planning & Corporate Affairs Committee
- Next meeting will follow the Election

3. External Relations Committee
- Next meeting will follow the Election

4. Policy & Governance Committee
- Next meeting will follow the Election

5. Mountain View Regional Waste Commission
- Councilor Green gave an oral report on the September 27,2021 meeting.

6. Mountain View Regional Water Commission
- No update.
- Next meeting Wednesday October 13, 2021.

7. Mountain View Seniors’ Housing
- Councilor Ratz gave an oral report on the September 23, 2021 meeting.

8. Municipal Area Partnership
- Next meeting is at the call of the chair

9. Carstairs Community Development & Economic Partnership (CCD&EP)
- Next meeting will follow the Election.

10. Central Alberta Economic Partnership (CAEP)
- Next meeting is in the fall

Motion 318/21 Motion by Councilor Gil to accept all Committee Reports as information.
CARRIED

COUNCILOR REPORTS: Councilor Ratz
-Participated in the MVSH Golf Tournament on September 16, 2021.
-Attended special meeting (Government Restrictions) on September 20,2021 via Zoom.
-Attended MVSH board meeting on September 23, 2021.
-MVSH CAO evaluation on September 24, 2021.
-Attended Scarecrow Trail festivities at the Carstairs Nature Space on September 25, 2021.

Councilor Wilcox

- Attended Carstairs Public Library Board personnel committee meeting on September 1, 2021.
- Attended Parkland Regional Library Board meeting on September 18, 2021.
- Attended special meeting (Government Restrictions) on September 20, 2021 via Zoom

Councilor Allan

- Attended special meeting (Government Restrictions) on September 20, 2021 via Zoom.

Councilor Green

- Participated in the MVSH Golf Tournament on September 16, 2021.
- Attended the Carstairs Public Library 70th Birthday celebration on September 18, 2021.
- Attended Goodbye Celebration for the Molnar family at the Half Century Club
- Attended special meeting (Government Restrictions) on September 20, 2021 via Zoom.
- Attended the Carstairs Public Library board meeting on September 21, 2021.
- Attended the Mountain View Waste commission meeting on September 27, 2021.

Councilor Gil

- Attended the special meeting (Government Restrictions) on September 20, 2021 via Zoom.

Councilor Blair

- Attended the special meeting (Government Restrictions) on September 20, 2021 via Zoom.

Mayor Colby

- Attended the Southern Alberta Mayors Meeting via Zoom.
-Attended the special meeting (Government Restrictions) on September 20, 2021 via Zoom.

Motion 319/21

Motion by Councilor Ratz to accept all Councilor Reports as information.

CARRIED

CORRESPONDENCE:

1. Council Code of Conduct Letter

Motion 320/21

Motion by Councilor Allan to accept correspondence as information.

CARRIED

2. Letter to the Right Honourable Justin Trudeau – Bill C-21 Changes to the Criminal Code and Firearms Act

Motion 321/21

Motion by Councilor Blair to accept correspondence as information.

CARRIED

3. RCMP Retroactive Pay Letter

Motion 322/21

Motion by Councilor Green to accept correspondence as information.

CARRIED

4. IDOP Declaration 2021

Motion 323/21

Motion by Councilor Wilcox to declare October 1, 2021, as International Day of Older Persons in the Town of Carstairs.

CARRIED

CAO'S REPORT:

- ### 1. Update on Whistle Cessation.

COUNCILOR CONCERNS:

1. Councilor Gil asked administration when the compost bin would be removed for 2021.
CAO McDonnell stated that general time frame would be around one week after Halloween.

2. Councilor Gil requested an update on the purposed BMX Track. CAO McDonnell stated that he was speaking with the Developer to establish a time frame.

3. Councilor Wilcox had a general question regarding Restriction Exemption Program.

4. Councilor Ratz asked administration about a weed issue on Price Close.

CAO McDonnell advised this lot was still under the Developer and that Planning & Development and Protective Services were working with the Developer to get the lot cleaned up.

5. Councilor Ratz asked administration about the amount of dust being created on the Rodeo grounds roadway.

CAO McDonnell advised he would have Operational Services look into.

6. Councilor Allan asked about the noticeable Concrete Trucks washing out in the Havenfields area.

CAO McDonnell advised that they were working with the Developer to find another suitable area for this to happen.

Motion 324/21

Motion by Councilor Green to accept all Councilor Concerns as information.

CARRIED

PUBLIC QUESTION PERIOD:

1. Richard Hebert- President of Carstairs Minor Hockey Expressed concerns with the implementation of a Restriction Exemption Program.

2. Mr. Vaughn a spokesperson for Dawns School of Dance expressed concerns with the implementation of a Restriction Exemption Program.

Motion 325/21

Motion by Councilor Blair to accept the Public Question Period as information.

CARRIED

MEDIA QUESTION PERIOD:

Nil

**CLOSED MEETING
SESSION:**

1. Legal

Motion 326/21

Motion by Councilor Wilcox that Council closes the meeting to the Public at 8:32 p.m. to discuss closed meeting items.

CARRIED

Motion 327/21

Motion by Councilor Green to come out of the closed meeting session at 9:11 p.m.

CARRIED

NEXT MEETING:

Tuesday, October 12, 2021

ADJOURNMENT:

Motion 328/21

Motion by Councilor Allan to adjourn the meeting of September 27, 2021, at 9:11 p.m.

CARRIED

Lance Colby, Mayor

Carl McDonnell, CAO

CO-OWNERSHIP AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2021.

BETWEEN:

TOWN OF CARSTAIRS,

a municipal incorporation incorporated under the laws of the Province of Alberta,
(hereinafter referred to as the "the Town"),

OF THE FIRST PART,

-and-

MOUNTAIN VIEW COUNTY,

a municipal corporation incorporated under the laws of the Province of Alberta,
(hereinafter referred to "the County"),

OF THE SECOND PART.

WHEREAS:

- A. The Town and the County (who are collectively or individually referred to herein as the "Co-Owners" or as a "Co-Owner" as the case may be) have agreed to enter into a co-ownership agreement concerning the lands outlined in red in the sketch attached as Schedule "A" hereto located in the Province of Alberta (hereinafter referred to as the "Lands"); and
- B. The Co-Owners wish to enter into this Agreement for the purposes of setting forth their respective rights and obligations as co-owners of the lands with the intent that their co-ownership relationship and involvement shall be governed by the terms and conditions herein set forth.
- C. The Co-Owners intend to construct a fire hall upon the Lands, which shall form part of the Lands (hereinafter referred to as "the Building").

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE 1 – CO-OWNERSHIP AND RELATIONSHIP OF THE PARTIES

1.1 CO-OWNERSHIP

The Town shall transfer a portion of it's interest in the Lands to the County to be held as tenants in common in the proportionate share set out herein.

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The co-ownership by the Co-Owners of the Lands shall be subject to the provisions of this Agreement which shall continue to have application for as long as the Town and County continue to Co-Own the building.

1.2 RELATIONSHIP OF THE PARTIES

Each Co-Owner expressly disclaims any intention hereunder to create a partnership. Nothing in this agreement is intended to create, nor shall it, by implication or otherwise, be construed or interpreted as creating any partnership relationship between the Co-Owners. Each Co-Owner covenants and agrees with the others that it will not, at any time, allege or claim a relationship of partnership is or was created hereunder. Each Co-Owner expressly declares its intention to rely upon:

- a. the provisions of legislation in the Province of Alberta in effect from time to time to the effect that, inter alia, joint tenancy, tenancy in common, joint property, common property or part ownership does not of itself create a partnership as to anything so held or owned, whether the owners do or do not share profits made by the use of the said property; and
- b. the statutory and common law as it applies to tenants in common to the extent that the same, by the express provisions of this Agreement, are not amended or varied.

Except as specifically provided otherwise in this Agreement, no Co-Owner shall have any authority to act for or on behalf of any other Co-Owner. The existence of anything in this Agreement shall not be deemed to restrict in any way the freedom of any Co-Owner to conduct any other business or activity whatsoever (including the acquisition, development, sale, operation and management of any other real property) without any accountability to the other Co-Owners.

ARTICLE 2 - TENANTS IN COMMON

2.1 OWNERSHIP INTERESTS

Beneficial ownership of the Lands shall be held by the Co-Owners as tenants in common in accordance with their respective undivided interests therein which are estimated to be the following proportions:

The County	<u>47%</u> (County's Ownership Interest)
The Town	<u>53%</u> (Town's Ownership Interest)
	100%

The beneficial ownership of the Lands may be adjusted to reflect the contributions of each Co-owner to the actual costs of the Building. If necessary, The total estimated cost of the Building is \$4,204,247.00 plus land costs expected to be a maximum of \$60,000 for a total maximum project cost of \$4,264,247.00. Of that total:

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- a. The County shall contribute the sum of \$2,000,000 to the construction costs of the Building and shall receive a percentage of ownership commensurate with the final project cost of the facility.

and all benefits, advantages, losses and liabilities derived or incurred in respect of the Lands shall be borne by the Co-Owners in accordance with their proportionate ownership interest in the Lands as noted above, which proportionate ownership interest (as the same may from time to time be varied in accordance with the terms of this Agreement) is hereinafter referred to as the "Ownership Interest(s)" of the respective Co-Owner(s). The Co-Owners agree that the respective Ownership Interests may change from time to time provided such change is in accordance with the terms hereof.

2.2 SEVERAL OBLIGATIONS

The obligations of the Co-Owners with respect to the Lands and all contracts and obligations entered into in connection therewith shall, in every case, be several and divided or apportioned in accordance with the Co-Owner's respective Ownership Interest, and not joint and several unless otherwise expressly herein provided or agreed to in writing by all of the Co-Owners.

2.3 CO-OWNERSHIP DECLARATION

If a banker or third party requires or requests the Co-Owners to register a declaration under any legislation, or otherwise, such declaration shall indicate, wherever possible, that the relationship of the Co-Owners is limited to co-ownership as tenants in common of the Lands.

2.4 INDEMNIFICATION

Each Co-Owner shall indemnify and save harmless the other Co-Owners against and from any and all claims, settlements, demands, costs, damages, losses, obligations, liabilities or expenses of any kind or nature whatsoever arising by reason of any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, claims or demands whatsoever at law or in equity which may be asserted against any Co-Owner (hereinafter referred to as the "Defaulting Co-Owner") arising from the performance or non-performance of any covenant or agreement on the part of the Defaulting Co-Owner to be kept, observed or performed pursuant to the terms of this Agreement or any other agreement, and from and against all costs, claims, demands, legal fees on a solicitor and his own client basis, expenses and liabilities incurred with respect to any such action and actions, causes of action, suits, debts, dues, claims or demands whatsoever.

ARTICLE 3 – FINANCING

3.1 FINANCIAL CONTRIBUTIONS

The Co-Owners acknowledge that financial contributions, in excess of the annual fire budget, may be required from time to time in connection with the ownership of the Lands, whether such contributions are required to maintain or develop the said Lands or otherwise, and each Co-Owner shall advance in proportion to its Ownership Interest such financial

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contributions as are recommended by the Intermunicipal Collaboration Committee and subsequently approved by each Council in accordance with the following terms:

- a. the Intermunicipal Collaboration Committee shall give written notice (the "Assessment") to each Co-Owner advising each Co-Owner of the amount of the financial contribution required from that Co-Owner as the case may be;
- b. the Assessment shall be mailed, faxed or delivered to each Co-Owner at least thirty (30) days prior to the date on which the Co-Owner will be required to pay out the financial contribution which is the subject of the Assessment;
- c. Each Co-Owner shall receive appropriate authorizations as required to fund the Assessment;
- d. Each Co-Owner shall pay the amount of such financial contribution designated as its share in the Assessment within thirty (30) days of their receipt of an Assessment.

3.2 DEFAULT AND ADVANCE

- a. If one or more of the Co-Owners shall fail to advance the amount designated in any Assessment within the time specified in Section 3.1 hereof, (which Co-Owner is hereinafter referred to as the "Defaulting Co-Owner"), any remaining Co-Owner (hereinafter referred to as the "Contributing Co-Owner"), may, but shall not be obliged to, advance the Defaulting Co-Owner's share of the Assessment. In the event that the Contributing Co-Owner advances funds on behalf of the Defaulting Co-Owner for any unsatisfied Assessment, such advance shall be deemed to be a demand loan made by the Contributing Co-Owner to the Defaulting Co-Owner which the Contributing Co-Owner has been irrevocably directed to advance for and on behalf of the Defaulting Co-Owner, and such loan shall bear interest at a floating annual rate being four (4) percentage points above the prime lending rate declared from time to time by the Bank of Canada for Canadian dollar commercial loans as varied from time to time, calculated monthly from the date of any advance, until payment in full. The Contributing Co-Owner shall be entitled to receive from the Defaulting Co-Owner such interest on the amount or amounts advanced by it on behalf of the Defaulting Co-Owner until the Contributing Co-Owner shall have been repaid in full.

3.3 DEMAND FOR PAYMENT

The Contributing Co-Owner may make written demand upon the Defaulting Co-Owner for payment in full of the amount of any advance made on behalf of the Defaulting Co-Owner pursuant to paragraph 3.2.a, together with interest thereon as aforesaid, at any time after the making of such advance.

3.4 INTEREST, PAYMENTS, LIEN

A Contributing Co-Owner shall be entitled to receive interest as specified above, on the amount or amounts advanced by it on behalf of the Defaulting Co-Owner until the

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Contributing Co-Owner shall have been repaid in full. Any payments received shall be applied by the Contributing Co-Owner first toward interest and second toward principal. All loans having arisen between the Contributing Co-Owner and the Defaulting Co-Owner by operation of the provisions of this Agreement shall be and are hereby declared to be secured by a first paramount lien and charge (subject to prior existing financing and encumbrances) on the Ownership Interest of the Defaulting Co-Owner in the Lands and the Defaulting Co-Owner hereby irrevocably appoints the Contributing Co-Owner its true and lawful attorney to make, execute and deliver such documents and assurances as may be necessary to give effect to this provision.

3.5 DISTRIBUTION OF CASH

If at any time during the term of this Agreement there is an outstanding and unpaid advance or advances made by the Contributing Co-Owner to the Defaulting Co-Owner, and during such time, there shall be funds available in respect of the Lands which are to be distributed to the Co-Owners, then the Defaulting Co-Owner's share of any such distribution shall be distributed to a Contributing Co-Owner as repayment on account of the advance or advances made by a Contributing Co-Owner on behalf of the Defaulting Co-Owner together with interest thereon (and the Defaulting Co-Owner hereby assigns its share of any such distribution to the Contributing Co-Owner), until either the total of all advances together with interest thereon has been repaid to the Contributing Co-Owner.

3.6 ADJUSTMENTS TO THE OWNERSHIP INTERESTS

For greater clarity, in the event that any adjustment of Ownership Interests occurs at any time, it is understood and agreed that the title ownership of the Lands shall likewise be adjusted to ensure that the proportionate share of ownership of the Lands is at all times equal to the Ownership Interests and each of the Co-Owners shall do and cause to be done all such things as may be necessary to effect such an adjustment in the title ownership of the Lands. The Defaulting Co-Owner hereby irrevocably appoints the Contributing Co-Owner its true and lawful attorney to make, execute, and deliver such documents and assurances as may be necessary to effect and record such change in ownership in the Lands. Nothing herein contained shall be read or construed as a foreclosure giving rise to any equity of redemption, the same being hereby specifically negated.

3.7 OUTSTANDING LOANS

In the event that and so often as any loans shall be outstanding between the Contributing Co-Owner and the Defaulting Co-Owner, then for and during the period that such loans are outstanding the Contributing Co-Owner shall be conclusively deemed to be the duly and irrevocably appointed proxy, attorney and representatives of the Defaulting Co-Owner for all purposes of this Agreement during such period, with full discretionary authority to act and all with the intent and for the purpose of barring the Defaulting Co-Owner from interfering with, delaying or otherwise prejudicing the conduct of the parties in relation to the Lands.

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ARTICLE 4 – INTERMUNICIPAL COLLABORATION COMMITTEE

4.1 DUTIES

The Intermunicipal Collaboration Committee, previously established by the Intermunicipal Collaboration Framework executed by the Town of Carstairs and Mountain View County, shall be charged with the review of all items related to the Lands on behalf of the Co-Owners and shall be charged with providing mutually agreed upon recommendations back to each Co-Owner. Annually, the Intermunicipal Collaboration Committee, shall be responsible for reviewing the operations of the facility and any future repairs or upgrades that require further municipal approvals.

4.2 RELATION TO INTERMUNICIPAL COLLABORATION FRAMEWORK

The operations and obligations of the Intermunicipal Collaboration Committee, as they relate to this Co-Ownership Agreement, shall be the same as outlined within the Intermunicipal Collaboration Framework unless otherwise authorized herein.

ARTICLE 5 - DECISIONS OF THE INTERMUNICIPAL COLLABORATION COMMITTEE

5.1 UNAUTHORIZED ACTS OF CO-OWNERS

Except as otherwise expressly and specifically provided for in this Agreement, no Co-Owner, directly or indirectly, shall have the authority to act for, or assume any obligations or responsibility in respect of the Lands unless unanimously consented to by the Intermunicipal Collaboration Committee, and more specifically but without limiting the generality of the foregoing, no Co-Owner shall:

- a. purport to pledge the credit of or incur any liability on behalf of the other Co-Owners;
- b. compromise or release any debt due to the other Co-Owners except upon receipt of full payment therefor;
- c. purchase or lease or contract to purchase or lease additional land on behalf of the other Co-Owners;
- d. sell or lease or otherwise convey or agree to sell, lease or otherwise convey any interest of any nature whatsoever in the Lands or in any portion of the Lands, including without limitation, any relating to the financing or mortgaging of the Lands;
- e. consent to build or develop all or any portion of the Lands or make any improvement or alternation thereon or thereto; or

Without limitation to Section 2.4, each Co-Owner covenants and agrees with the other Co-Owners to indemnify and save harmless the other Co-Owners from any and all demands,

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damages, liabilities, claims, obligations, expenses or losses of any kind or nature whatsoever arising by reason of any and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, claims or demands whatsoever at law or in equity which may be asserted against any Co-Owner resulting from any unauthorized or prohibited act as set out in this Section 5.1 with respect to the Lands by the Co-Owner who has carried out such unauthorized or prohibited act and from and against all costs, claims, demands, legal fees, expenses and liabilities incurred with respect to any such action and actions, cause and causes of actions, suits, debts, dues, claims or demands whatsoever.

5.2 DECISIONS BY CO-OWNERS

The Co-Owners agree that no act shall be taken, sum of money expended, decision made or obligation incurred by any Co-Owner in respect of the Lands, or any portion thereof, without a recommendation of the Intermunicipal Collaboration Committee and subsequent approval by each Co-Owner, unless otherwise authorized herein.

**ARTICLE 6 – BANKING AND DAY-TO-DAY OPERATION & MAINTENANCE OF
THE LANDS**

6.1 THE BANK ACCOUNT

All such bank accounts and financial transactions relating to or arising from the Co-Ownership Agreement shall be kept in the name of the Town for the benefit of both Co-owners. All cheques, bills, notes, drafts or other instruments shall require the signature of the signing authorities of the Town.

6.2 The Town, upon the direction of the Intermunicipal Collaboration Committee shall perform the regular day to day operation, capital upgrades and routine maintenance of the Lands and buildings thereon. The Intermunicipal Collaboration Committee shall be responsible for the review and recommendation of budget requirements, and cost sharing arrangements for these expenses.

6.3 Where possible all operating, maintenance and capital upgrade costs will be pre planned and included in annual Municipal budgets for both Co-Owners.

ARTICLE 7 - DISTRIBUTION OF CASH

7.1 DISTRIBUTION OF CASH

Subject to the terms hereof, the Town shall collect all income, rentals, receipts and revenues (including all amounts payable pursuant to Assessments) derived from the Lands, including without limitation, any derived from the sale of the Lands or any portion thereof, or paid by the Co-Owners and shall deposit same in the bank account in the name of the Town established pursuant to Section 6.1 hereof and shall, subject to a direction otherwise by the Intermunicipal Collaboration Committee and subsequent Council approvals, pay, use and apply such monies in the following manner and order of priority:

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- a. in payment of all proper operating costs and expenses incurred in connection with the Lands, including any legal, accounting or related expenses;
- b. in payment of interest and principal as and when due to any bank by the Co-Owners in relation to the Lands and any other financing of the Lands, and in the event of the sale of the Lands or portion thereof, the payment of all financial encumbrances registered against the Lands that are required to be discharged under the terms of the sale;
- c. subject to any other provisions in this agreement, the balance, if any, and subject to Article 3 hereof, shall be distributed regularly to the Co-Owners in accordance with the Ownership Interest of each Co-Owner.

ARTICLE 8 - EXPENSES AND LOSSES

8.1 EXPENSES AND LOSSES

All payments required in connection with the Lands that are authorized by the Intermunicipal Collaboration Committee and, subject to compliance with the terms of this Agreement, all losses which shall be incurred by either of the Co-Owners in respect of the Lands shall be paid out of the income or capital received in respect of the Lands and in case of any deficiency thereof, by the Co-Owners in proportion to their Ownership Interests. Profit or loss shall be determined in accordance with generally accepted accounting principles.

ARTICLE 9 – ACCOUNTS

9.1 BOOKS

Proper books of accounts, in accordance with the Municipal Government Act, shall be kept by the Town of Carstairs, for all matters concerning the Lands and entries shall be made of all such matters, transactions and things as are usually entered and written in books of accounts kept by persons engaged in concerns of similar nature. All books, securities, letters and other records belonging to or concerning the Lands shall be kept at such other place as may be determined from time to time by the Town of Carstairs.

ARTICLE 10 – SALE

10.1 INTERESTS IN LANDS

Except as expressly permitted herein, no Co-Owner shall have the right to transfer (other than by way of a pledge or mortgage) to secure any indebtedness incurred that have been consented to by the Co-Owners all or any portion of its Ownership Interest in the Lands.

10.2 SALE TO CO-OWNER

- a. If at any time, a Co-Owner (herein referred to as the “Seller”) shall wish to dispose of its Ownership Interest it shall offer the Ownership Interest to the other Co-Owner (Respondent), indicating the price that the seller seeks for its Ownership

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Interest (hereinafter referred to as the "Proposed Sale Notice". The Seller shall state its desire to effect the sale of its Ownership Interest in accordance with the Proposed Sale Notice.

- b. The Respondents shall, upon receiving the Proposed Sale Notice, have the irrevocable and exclusive option, but not the obligation, to purchase the entire (but not less than the entire) offered Ownership Interest upon the terms proposed in the Proposed Sale Notice. If a Respondent shall desire to buy in accordance with the Proposed Sale Notice, it shall do so by giving the Seller written notice (the "Purchase Notice") within thirty (30) days after the date upon which the Proposed Sale Notice was delivered. The Purchase Notice shall state that the Respondent has elected to accept the Proposed Sale Notice, and shall fix a date (other than a Saturday, Sunday or holiday) and a time (hereinafter referred to as the "Sale Closing Date") upon which the sale and purchase shall be completed being no sooner than the forty fifth (45th) day nor later than the sixtieth (60th) day after receipt by the Respondent of the Proposed Sale Notice and if such sixtieth (60th) day shall be a Saturday, Sunday or Holiday, then the first business day thereafter shall be deemed to be such sixtieth (60th) day. Failure of a Respondent to give the Seller a Purchase Notice shall be deemed an election by the Respondent not to accept the Proposed Sale Notice.
- c. If a Respondent delivers a Purchase Notice in accordance with paragraph 10.2.(b), such Respondent shall be entitled to purchase the Seller's Ownership Interest.
- d. Upon the delivery of the Purchase Notice, any Respondent who delivers a Purchase Notice shall be obligated to purchase from the Seller and the Seller shall be obligated to sell to the Respondent on the Sale Closing Date the offered Ownership Interest upon the terms proposed in the bona fide offer. If the Option is exercised, the Respondent agrees to execute such documents as are reasonably necessary to release and indemnify the Seller from any obligations arising from and after the Sale Closing Date pursuant to this Agreement.
- e. If all Respondents fail to exercise the Option, the Seller must then acquire the Respondent's Co-Ownership Interest upon the same purchase terms as were offered to the Respondent, such sale closing on a date selected by the Respondent, not more than 90 days following the expiry of the time period specified in paragraph 10.2(b) for the Purchase Notice to be delivered. The provisions of paragraph 10.2(d) shall apply to such purchase with all necessary amendments.

ARTICLE 11 – DEFAULT

11.1 EVENTS OF DEFAULT

For the purposes of this Article 11, any one of the following circumstances is a separate default under this Agreement (hereinafter called an "Event of Default") with respect to a Co-Owner:

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- a. if it shall fail to make any payment required hereunder and such failure shall continue for twenty (20) business days after notice thereof has been given by the Representatives on the Intermunicipal Collaboration Committee; or
- b. if it shall be in default under any of the material provisions of this Agreement, including the Town's obligations under paragraphs 6.1 and 6.2 of this Agreement (other than an Event of Default pursuant to paragraph 11.1.a.) and such default shall continue for a period of forty (40) business days after written notice thereof has been given by the Representatives on the Intermunicipal Collaboration Committee.

11.2 DEFAULTING PARTY

In this Agreement, the Co-Owner in respect of which an Event of Default has occurred is called the "Defaulting Party" and the other Co-Owners are called the "Complying Party".

ARTICLE 12 - ADDITIONAL PROVISIONS RESPECTING SALES
PURSUANT TO ARTICLE 11

12.1 DISCHARGE OF INDEBTEDNESS

If, on the applicable closing date, the Vendor is indebted to any Co-Owner in an amount recorded in the books of the Co-Owners relating to the Lands, the Purchaser shall have the right to set-off, pay, satisfy and discharge all or any portion of such indebtedness out of the cash portion of the purchase price.

12.2 ENTIRE OWNERSHIP INTEREST

No Ownership Interest, or portion thereof, shall be sold, disposed of or alienated unless it represents the entire Ownership Interest of the Co-Owner wishing to sell, dispose of or alienate the same without the prior recommendation of the Intermunicipal Collaboration Committee and subsequent Council approvals.

12.3 DISCHARGE OF SECURITIES

If, at the time of any sale of a Co-Owner's entire Ownership Interest effected pursuant to the provisions of this Agreement, the selling Co-Owner shall have any guarantees, securities or covenants lodged with third parties to secure indebtedness, liability or obligations in respect of the Lands, then the purchaser shall use its reasonable best efforts to deliver up, or cause to be delivered up to the selling Co-Owner upon the applicable closing date, a cancellation of such guarantees or covenants, and a re transfer to the selling Co-Owner of such securities. In the event that, notwithstanding such reasonable best efforts, the release of such guarantee, security or covenant is not obtained, then the purchaser shall indemnify and save harmless the selling Co-Owner and its principals from any and all liability under the terms of such guarantees, securities or covenants.

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ARTICLE 13 - PROHIBITION AGAINST ENCUMBRANCES

13.1 PROHIBITION

The Co-Owners shall not at any time mortgage, charge, pledge, hypothecate or otherwise encumber their respective Ownership Interests, save as herein specifically provided, without having previously obtained the consent in writing of the other Co-Owner. The Town will have a debenture on the property.

ARTICLE 14 – NOTICE

14.1 NOTICE

Any notice contemplated by this Agreement shall be sufficiently given if personally delivered or mailed by registered mail, postage prepaid, or delivered by facsimile addressed to:

The Town: _____

The County: _____

Any notice mailed as aforesaid shall be conclusively deemed to have been received by the party to whom such notice was mailed on the fourth business day following the date upon which the notice was mailed (except in case of general interruption in postal service) or on the date of personal delivery or facsimile transmission. Any of the parties hereto may at any time give notice in writing to the others of any change of address and thereafter all notices shall be mailed to the new address so notified.

ARTICLE 15 - GENERAL PROVISIONS

15.1 USE

The building shall be used to the purpose of a fire hall for the Carstairs Fire Department and such other users as may be determined to be appropriate by the Intermunicipal Collaboration Committee, however no other utilization of the building will be allowed which has the effect of displacing the Town of Carstairs Fire Department.

15.2 WAIVER

Each Co-Owner hereby waives the benefit of all provisions of law now in effect or hereinafter enacted relating to actions for partition, for administration of real or personal property, and for sale in lieu of partition and each Co-Owner agrees that it will not resort to any action at law or in equity to partition the said Lands or to seek administration in respect thereof.

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15.3 CUMULATIVE REMEDIES

The rights and remedies of the Co-Owners hereunder shall not be mutually exclusive, that is to say the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provision hereof.

15.4 SEVERABILITY

If any covenant, obligation or provision contained in this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each covenant, obligation or provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

15.5 RULE AGAINST PERPETUITIES

If any provision of the Agreement shall by a court of competent jurisdiction be deemed to be subject to what is commonly known as the "rule against perpetuity" then such provision or provisions shall be deemed to have application only during the term of years commencing with the date hereof and ending at the expiration of twenty (20) years following the date of death of the last survivor of the presently living descendants of Her Majesty Queen Elizabeth II.

15.6 CURRENCY

Whenever and wherever the word "dollars" or the symbol "\$" appears in this Agreement, it shall mean Canadian dollars and any funds and amounts set out in this Agreement are in Canadian dollars and shall be tendered by way of cheque, bank draft or solicitor's trust cheque.

15.7 HEADINGS AND SUBHEADINGS

The headings and subheadings in this Agreement form no part of this Agreement and shall be deemed to have been inserted for convenience of reference only.

15.8 ENTIRE AGREEMENT

This Agreement, and any agreements signed pursuant to Section 6.1 hereof, contains the entire agreement between the parties hereto relative to the Lands. No variation, modification or changes herein shall be effective unless signed and approved in writing by all the parties hereto.

15.9 SUCCESSORS AND ASSIGNS

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective administrators, permitted successors and permitted assigns and any reference to Co-Owner shall include any person who acquires a Ownership Interest pursuant to the provisions of this Agreement.

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15.10 CHOICE OF LAW

This Agreement or any matter relating thereto shall be governed by and construed in accordance with the laws of the Province of Alberta and the parties hereto attorn to the jurisdiction of the courts of the Province of Alberta.

15.11 TIME OF THE ESSENCE

Time shall be of the essence of this Agreement and of every part hereof.

15.12 SINGULAR, PLURAL AND GENDER

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

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date first above written.

TOWN OF CARSTAIRS

Per: _____
Mayor

Per: _____
Chief Administrative Officer

MOUNTAIN VIEW COUNTY

Per: _____
Reeve

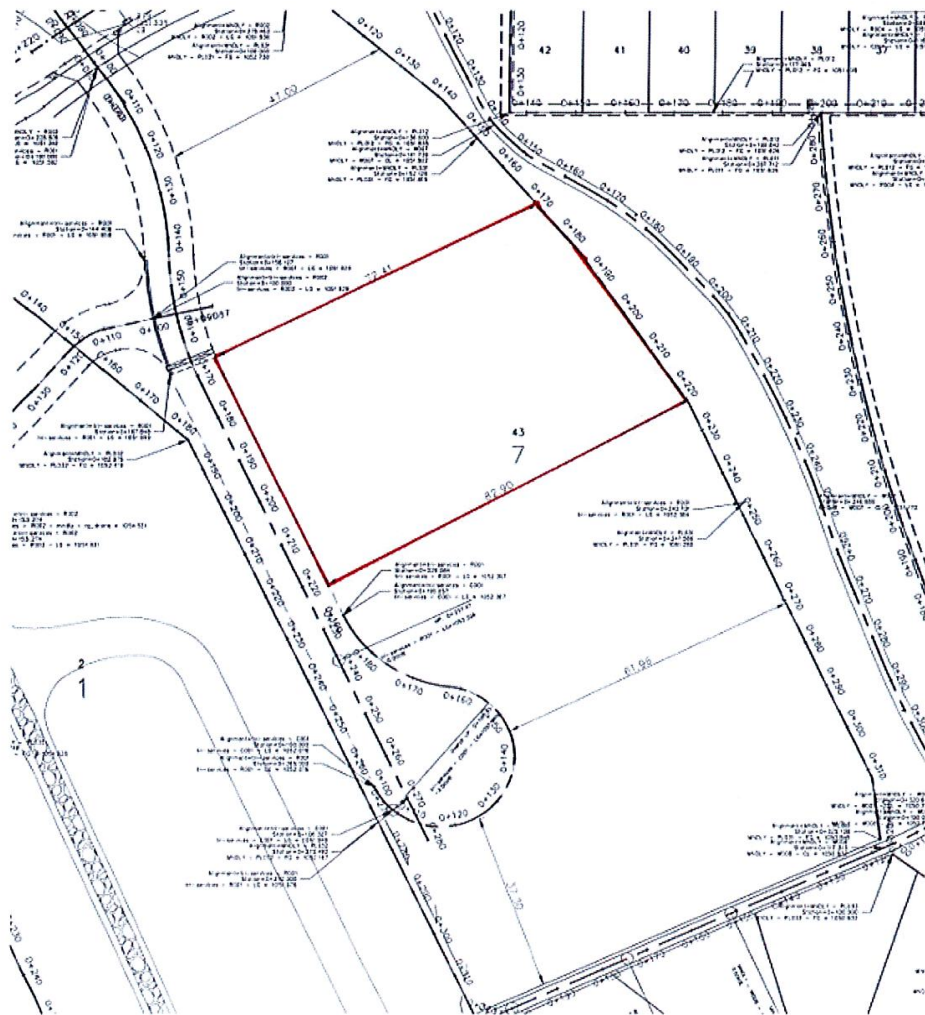
Per: _____
Chief Administrative Officer

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SCHEDULE "A"

LEGAL DESCRIPTION OF THE LANDS AND AREA PLAN

A portion of the lands located at Lot 1, Block 1, Plan 1611998; 825 Mandalay Boulevard as depicted outlined in red below





Town of Carstairs
Policy: Committee Terms of Reference

Policy Statement:

To create a Committee for the development of a naturalized park and recreational space to be located at Plan 433LK; OT.

1. Guidelines:

1.1 The Title: Carstairs Nature Space Committee

1.2 The Purpose: The Committee is to design and oversee the development of the Carstairs Nature Space. Located at Plan 433LK; OT, approximate 19 acres of property bounded by the Off-Leash Dog Park and the Rodeo Grounds to the north and Carriage Lane to the south.

1.3 Membership: Each Member shall be appointed for a two-year term and may serve for two consecutive terms.

1.3.1. The Membership shall be comprised of the following organizations:

Agricultural Society	2 Members
Town of Carstairs	1 Member
Residents	4 Members

1.3.2 The appointment and use of Town Staff will be at the discretion of the Chair and the Town of Carstairs CAO

1.4 Meetings: Meetings will be held as required with no less than four (4) meetings per year.

1.5 Authority: The Committee shall have the authority to plan, review, and recommend the stages of the development of the space, to Council and the Ag Society.

1.5.1 The Committee will be responsible to develop a budget and raise funds to allow the various stages to proceed.

1.5.2 The Committee will have the authorization to appoint sub committees to undertake specific projects.

1.6 Dissolution of the Committee: The Committee will be dissolved upon a motion by the Committee or by Town Council.

1.6.1 The Board has the authority to dissolve any sub committee upon the completion of an assigned project.

2. End of Policy

AR106493

Subject: 2020 Municipal Indicator Results

Dear Chief Administrative Officer,

Beginning in 2017, Alberta Municipal Affairs started reporting on a new performance measure, which identified the percentage of municipalities that were deemed to be “not at risk” based on financial and governance risk indicators. This performance measure was developed in consultation with stakeholders, and is used as a benchmark for measuring the ministry’s efforts to ensure Albertans live in viable municipalities and communities with responsible, collaborative and accountable local governments.

Each of the thirteen indicators has a defined benchmark, and a municipality will be deemed “not at risk” as long as it does not trigger a critical indicator or three or more non-critical indicators. Municipal Affairs will publish the 2020 Municipal Indicator Results report for municipalities that are deemed “at risk” on the open government portal in early 2022 (<https://open.alberta.ca/publications/municipal-indicator-results>).

The municipal indicator results from 2016 to 2020 for all municipalities are available on the online Municipal Indicator Dashboard on the Municipal Indicators webpage (www.alberta.ca/municipal-indicators.aspx).

The ministry has compiled and verified the data collected from Alberta’s municipalities for the 2020 financial year and is pleased to inform you that your municipality did not trigger the required number of indicators to appear in this year’s Municipal Indicator Results report.

If you would like to discuss your results or the potential future release of these results on the Municipal Affairs website, please contact the Municipal Services Division at toll-free 310-0000, then 780-427-2225, or via email at lgsmail@gov.ab.ca.

Yours truly,

Gary Sandberg
Assistant Deputy Minister

Classification: Protected A