Agenda Overview
Village of Carmangay
Regular Council Meeting
Village Office
Tuesday, March 21, 2023
6:00 p.m.

1. Call to Order
2. Guests
3. Question Period
4. Approval of Agenda for Tuesday, March 21, 2023 Regular Council Meeting
5. Approval of Minutes of:
    a. Tuesday, February 21, 2022 Regular Meeting of Council
    See pages 5 to 6

6. Public Works Report
    a. Called Emco for quote on Acti-Zyme , Cheaper through the Acti Zyme dealer
    b. Calgary to pick up wear blade for the snow plow
    c. Tried wiring the meters with old antennas like Itron guy said with no luck
    d. Did the water and lift station while Dale was out sick for a week
    e. Did a lot of snow clearing and sanding of the streets and sidewalks
    f. Moved snow banks because of flooding in certain spots around town
    g. Helped out the Fortis guy (Chris) for tree trimming
    h. Called a lady for the Itron and got it working then did water meter readings
    i. Dug a grave
    j. Did the February months end for the lift station
    k. Ordered and received a bucket of chemical from Neochem for the lift station and added to it
    l. Multiple call outs at the lift station (False alarms , No high levels)
    m. Backhoe maintenance (Greasing)
    n. More street / Alley and sidewalk clearing from the last storm on Friday

7. Administrator Report
    a. Bank reconciliation work
    b. Prep for audit
    c. Utilities bylaw prep work
    d. Emergency Management training (2 days) in Vulcan
    e. MAP bylaw work
    f. Lot sale groundwork
    g. Budget adjustments and entering into Munisoft

8. Correspondence - None

9. Financial Reports

See pages 7 to 12

10. Old Business

a. AMWWP Project Update and Borrowing Bylaw #827

i. Loan has been received

ii. MPE Update

b. Utilities Bylaw #831 – discuss amendments to Utilities Bylaw #819 for 2023

i. due to large increase in waste requisition and increase in water rates, bylaw rates have been amended to reflect increases

ii. TVRWC prefers members charge a uniform fee, however Carmangay has always invoiced in a different manner than other municipalities. The Village can request permission from the Commission to charge alternate rates at their next meeting in April.

iii. see page 13 -17 for bylaw & rates schedule

c. Water Meters

i. Connected with Itron help online and have the meter reading radio and tablet working

ii. Able to run utilities and send out bills by the 3rd of March. Still having issues with accurate readings on some meters.

iii. Still issues connecting old antenna to new meters.

d. Holiday Trailers on vacant lots

i. The following information was received from Vulcan County regarding how they have chosen to amend their land use bylaw to prevent trailers being lived in on vacant land:

- The following was added to the Hamlet Residential District:

Recreational Vehicles

- *A Recreational Vehicle is not allowed to be used or stored on undeveloped residential parcels. (You may want to include this language in other land use districts, stating the parcel must have a principal building)*
- *A Recreational Vehicle(s) may be stored on a residential parcel which contains a habitable dwelling, but the recreational vehicle shall not be used as a permanent dwelling. (Discuss with Council or ORRSC if you want to set a duration for which people can use their RV on their lot if they meet this requirement.)*

ii. Administration will follow up with ORRSC about amendments to LUB

11. New Business
    a. Village Bistro
        i. Owner is offering land for sale back to the Village, she did not name a price
        ii. Building will be moved out

    b. MAP Bylaws:
        i. Bylaw #811 Repealed and Replaced by Bylaw #832– Subdivision Appeal Board amendment to remove the authority of the CAO to appoint a member of the board (sec. 9(1))
            - Remove the authority of the CAO to appoint a clerk to the board (against s. 627.1(1) of the MGA)
            - Include prohibition of municipal employees, subdivision or development authorities or members of the MPC from sitting on the board.
            - See pages 18 - 24
        ii. Bylaw #833 – Mastercard Borrowing Agreement
            - Required to state a maximum rate of interest in bylaw
            - See pages 25 - 27

    c. Lions Campground Memorandum of Understanding
        i. Carmangay Lions Club has drafted an MOU for review by Council
        ii. See page 28 for MOU

    d. IT Support from Vulcan County
        i. Opportunity for Carmangay to use the Vulcan County IT employee on a contract basis, paid at an hourly rate to help with IT support, information back up and other technical support as needed.
        ii. See pages 29-31 for copy of proposed agreement

    e. Tax Recovery
        i. Letters sent March 10 advising property owners of tax arrears and risk of tax recovery list if not paid by March 31, 2023
        ii. Letters sent to property owners who owe from 2022 as well.

    f. Sewer Issues
        i. Blockages on Grand and Camburn, residents would like Village to pay for service calls made

12. Reports
    a. ORRSC - March 2/23
    - GIS presentation - new features include ability to add work orders on the GIS site
    - Discussion on public participation in land use planning

- Interviewing municipal interns, have received a grant

b. Marquis Foundation
c. Vulcan District Solid Waste
d. FCSS
e. SouthGrow
f. Twin Valley Regional Water Services Commission
g. Mayors and Reeves of Southern Alberta
h. Vulcan County Regional Emergency Partnership Committee

13. Closed Session

14. Adjournment

Minutes
Village of Carmangay
Regular Council Meeting
Carmangay Library
Tuesday, February 21, 2023
6:00 p.m.

1. **Call to Order:** Mayor Kym Nichols calls the meeting to order at 6:04 p.m.
   Attendance: Mayor Kym Nichols, Deputy Mayor Doug Fraser, Councillor Sue Dahl, CAO Kelly McLeod

2. **Guests:** No guests

3. **Question Period:** council answered questions from residents.

4. **Approval of Agenda** for Tuesday, February 21, 2023 Regular Council Meeting
   Councillor Sue Dahl motions to approve the agenda for Tuesday, February 21, 2023 Regular Meeting of Council.
   CARRIED
5. **Approval of Minutes** of Tuesday, January 17, 2023 Regular Meeting of Council
   Deputy Mayor Doug Fraser motions to approve the minutes of Tuesday, January 17, 2023, Regular Meeting of Council.
   CARRIED
6. **Public Works Report**
7. **Administrator Report**
   Councillor Sue Dahl motions to accept the Public Works and Administrator report as presented.
   CARRIED
8. **Correspondence** – none

9. **Financial Reports**
   Deputy Mayor Doug Fraser motions to accept the Financial Reports as presented.
   CARRIED
10. **Old Business**
    a. AMWWP Project Update and Borrowing Bylaw #827
       i. For information

    b. Utilities Bylaw #819 – discuss amendments to bylaw for 2023
       Table to March meeting. Administration directed to investigate overage rates for water usage.

    c. Water Meters
       i. For information

11. New Business

a. MITACS Cemetery Project

i. For information

b. Unpaid Invoices from December 31, 2020

Deputy Mayor Doug Fraser motions to pay outstanding invoices from reserves.

CARRIED

c. FCSS Funding Increase Request

Mayor Kym Nichols motions to approve the additional funding request of $749.99 for the Vulcan and Region FCSS.

UNANIMOUSLY OPPOSED

DEFEATED

d. Bi-Weekly Garbage Pick Up

i. For information

e. ESRI Community Maps of Canada Project

Councillor Sue Dahl motions to participate in the ESRI Community Maps of Canada Project.

CARRIED

f. EDA Awards

i. For information

g. Holiday Trailers on Vacant Lots

i. Administration directed to inquire with Vulcan County on how County is dealing with this issue via bylaw.

h. Spring Clean Up with Friends of the Carmangay Library

i. Council would like to participate and hold the Village Clean Up on the first Tuesday after May Long Weekend (May 23)

ii. Administration to advertise in the April Community Newsletter

12. Reports

13. **Closed Session**

Councillor Sue Dahl motions to enter closed session (FOIP Division 2 Section 17, Personnel) at 6:56 p.m.

CARRIED

Mayor Kym Nichols motions to exit closed session at 7:25 p.m.

CARRIED

14. Adjournment

Mayor Kym Nichols adjourns the meeting at 7:25 p.m.

9. Financial Report:

Statement of Cash Position as of February 28, 2023 and March 16, 2023

	28-Feb-23	16-Mar-23	Interest Income
Current Cash (operating account)	$ 12,574.25	$ 26,613.29	$ 102.13
Current Cash (ATB deposit account)	$ 54.67	$ 2,054.67	$ 12.10
Reserves	$ 138,947.02	$ 138,947.02	$ 525.62
AMWWP Grant Account	$ 67,128.76	$ 67,128.76	$ 289.69
ACF Loan (rec'd March 15, 2023)	$ -	$ 395,000.00	
Investments	$ 35,190.14	$ 35,190.14	$ 137.14
Savings Account	$ 7,144.60	$ 7,144.60	$ 27.03
Public Works Receivable*	$ 1,600.88	$ 2,440.88	
Tax Arrears Owing (from pre-Jan 1, 2023)	$ 25,460.26	$ 25,460.26	
Current Tax Owing (pre-payments on 2023 taxes)	-$ 15,548.33	-$ 17,837.27	
Overdue & Current Utilities Owing**	$ 3,730.73	$ 22,234.25	
Revolving Credit	-$ 15,000.00	-$ 15,000.00	-$ 12.66
Mastercard***	-$ 756.01	$ 211.34	
Total Cash & Near Cash	**$260,526.97**	**$ 689,587.94**	**$ 1,081.05**

*PW increase due to cemetery invoice
**current utilities include Mar 1 billing

***Mastercard paid twice in error, currently have credit of $211.34

Village of Carmangay
Payment Register

Report Date
2023-03-16 11:44 AM

Batch: 2023-00006 to 2023-00014

Bank Code: GEN - ATB Business Account

Payment #	Vendor	Date	Amount
Computer Cheque			
3221	AMBER VERGO	2023-02-23	240.56
3216	AUMA	2023-02-02	1,740.59
3223	CLEAR TECH INDUSTRIES INC.	2023-02-23	198.87
3218	Fountain Tire	2023-02-15	131.48
3219	METERCOR INC.	2023-02-15	1,968.61
3222	PATRICK BERGEN	2023-02-23	172.36
3224	PEGGY HOVDE	2023-02-23	440.12
3215	XEROX CANADA LTD	2023-02-02	322.06
3220	XEROX CANADA LTD	2023-02-15	107.87
		Total for Computer Cheque:	5,322.52
Other			
1355553145	ATB FINANCIAL MASTERCARD	2023-02-08	428.14
5b10w-7805423	CANADA REVENUE AGENCY	2023-02-15	2,544.93
342793571	CANADIAN PACIFIC (NON FREIGHT	2023-02-03	296.00
1022023	CNH INDUSTRIAL CAPITAL	2023-02-01	2,687.67
1358567513	CNH INDUSTRIAL CAPITAL	2023-02-21	3,466.95
34429293	DIRECT ENERGY REGULATED	2023-02-07	306.94
344294446	DIRECT ENERGY REGULATED	2023-02-07	343.94
344299118	DIRECT ENERGY REGULATED	2023-02-07	812.25
344300118	DIRECT ENERGY REGULATED	2023-02-07	849.64
344300170	EPCOR ENERGY SERVICES ALBEF	2023-02-13	462.59
348267167	EPCOR ENERGY SERVICES ALBEF	2023-02-28	1,643.67
2232023	Ford Credit Canada Company	2023-02-21	1,106.49
2272023	HEATHER O'HALLORAN	2023-02-27	399.32
2272023	KELLY MCLEOD	2023-02-27	159.18
032724425976	MPE ENGINEERING LTD.	2023-02-27	16,023.11
2282023	MUNISOFT	2023-02-28	467.34
339247690	ROGERS	2023-02-08	37.75
2272023	SCOTT CARRIER	2023-02-27	554.86
1351784293	TELUS COMMUNICATIONS INC.	2023-01-26	89.93
1351784349	TELUS COMMUNICATIONS INC.	2023-01-26	89.93
349728790	TELUS COMMUNICATIONS INC.	2023-02-26	89.93
349730509	TELUS COMMUNICATIONS INC.	2023-02-26	89.93
348224710	TELUS MOBILITY	2023-02-13	83.95
032724425776	TVRWC	2023-02-28	12,893.11
		Total for Other:	45,927.55
		Total for GEN:	51,250.07

Payments Printed: 33

Report Date
2023-03-16 1:08 PM

Village of Carmangay
Budgetary Control
For the Period 2023-01-01 - 2023-02-28

Account # / Description	Committed	Current	Year to Date	Budget	Variance	%
1-10-110 - Municipal Taxes		(440.12)	(391.98)	263,334.00	(263,725.98)	100.2-
1-10-114 - Provincial School Requisition				55,347.00	(55,347.00)	100.0-
1-10-115 - Seniors Requisition				6,648.00	(6,648.00)	100.0-
1-10-510 - Tax Penalties			(16.78)	4,500.00	(4,516.78)	100.4-
1-12-410 - General Administration Revenue			45.80	3,000.00	(2,954.20)	98.5-
1-12-420 - Interest Revenue		133.51	258.73	10,000.00	(9,741.27)	97.4-
1-12-540 - Franchise Revenue		5,242.15	9,869.29	45,000.00	(35,130.71)	78.1-
1-12-560 - Leases and Rents			235.00	11,700.00	(11,465.00)	98.0-
1-12-570 - ADMIN REVENUE OTHER		5,134.12	5,134.12		5,134.12	
1-12-595 - Agency Bank Revenue				24,000.00	(24,000.00)	100.0-
1-12-600 - Provincial and Other Grants				54,936.00	(54,936.00)	100.0-
1-12-700 - SOLAR REVENUE			11.08	29,000.00	(28,988.92)	100.0-
REFUNDS FOR OVERPAYMENTS						
1-27-110 - Bylaw and Dog License Revenue		255.00	605.00	750.00	(145.00)	19.3-
1-31-110 - Public Works Revenue				30,000.00	(30,000.00)	100.0-
1-31-204 - PW - SNOW REMOVAL			500.00	750.00	(250.00)	33.3-
1-41-110 - Water Flat Fee Revenue		105.74	19,043.55	114,680.00	(95,636.45)	83.4-
1-41-120 - Water Usage Revenue		(20.01)	2,193.21	47,500.00	(45,306.79)	95.4-
1-41-400 - Bulk Water Sales			50.00	500.00	(450.00)	90.0-
1-42-110 - Sanitary Flat Fee Revenue		137.90	5,755.64	32,700.00	(26,944.36)	82.4-
1-43-120 - Weekly Garbage Revenue		168.36	10,338.97	74,000.00	(63,661.03)	86.0-
1-56-110 - Cemetery Revenue						
1-61-110 - Development Revenue		100.00	150.00	300.00	(150.00)	50.0-
1-72-130 - PW - MOWER WITH OPERATOR				500.00	(500.00)	100.0-
1-73-300 - FUEL CHARGES TO FIRE DEPT				400.00	(400.00)	100.0-
Revenue Totals:		10,816.65	53,781.63	809,545.00	(755,763.37)	93.4-
2-10-114 - Provincial School Requisition				55,347.00	55,347.00	100.0
2-10-115 - Seniors Requisition				6,648.00	6,648.00	100.0
2-10-116 - FCSS			512.81	2,051.00	1,538.19	75.0
2-10-150 - Fire Services Requisition				15,842.00	15,842.00	100.0
2-10-160 - Police Requisition				6,590.00	6,590.00	100.0
2-11-101 - Council Stipend & Meeting Fees	110.00		295.00	6,500.00	6,205.00	95.5
2-11-200 - MEETING ROOM EXP & MILEAGE	41.80		83.60	3,000.00	2,916.40	97.2
2-12-100 - Admin Salaries		5,160.25	10,172.25	69,000.00	58,827.75	85.3
2-12-101 - Admin Employer Benefits Contributions	1,740.59	3,690.08	9,095.99	26,500.00	17,404.01	65.7
2-12-200 - Admin Travel Expense				250.00	250.00	100.0

Report Date
2023-03-16 1:08 PM

Village of Carmangay
Budgetary Control
For the Period 2023-01-01 - 2023-02-28

Account # / Description	Committed	Current	Year to Date	Budget	Variance	%
2-12-203 - Admin Insurance				25,000.00	25,000.00	100.0
2-12-206 - ADMIN - OTHER				2,000.00	2,000.00	100.0
2-12-215 - Admin Postage				1,500.00	1,500.00	100.0
2-12-217 - Admin Telephone		342.60	513.90	2,200.00	1,686.10	76.6
2-12-220 - Admin Advertising				500.00	500.00	100.0
2-12-230 - Admin Professional Services	51.52	445.09	3,179.98	32,000.00	28,820.02	90.1
2-12-250 - Admin Office Supplies			1,150.85	2,500.00	1,349.15	54.0
2-12-300 - Admin Memberships			1,129.05	750.00	(379.05)	50.5-
2-12-320 - Admin Training and Development				2,000.00	2,000.00	100.0
2-12-500 - Admin Computer and Contracts	104.80	635.12	942.32	10,000.00	9,057.68	90.6
2-12-514 - Parade Expenses			50.00	100.00	50.00	50.0
2-12-700 - Admin Building Maintenance				1,100.00	1,100.00	100.0
2-12-810 - Admin Bank Charges		187.25	359.04	2,000.00	1,640.96	82.1
2-12-811 - BANK INTEREST CHARGED		12.66	12.66	1,000.00	987.34	98.7
2-12-900 - Admin Utilities	136.12	327.56	955.58	4,500.00	3,544.42	78.8
2-23-100 - Emergency Services Requisitions				2,500.00	2,500.00	100.0
2-23-200 - Emergency Preparedness				500.00	500.00	100.0
2-24-100 - Solar Facility Repairs				2,500.00	2,500.00	100.0
2-27-110 - Bylaw Expense				1,200.00	1,200.00	100.0
2-31-100 - PW Salaries		6,344.10	12,590.75	60,000.00	47,409.25	79.0
2-31-101 - PW Employer Benefits Contributions		1,107.17	2,212.08	11,000.00	8,787.92	79.9
2-31-108 - PW Workers Compensation			209.18	2,550.00	2,340.82	91.8
2-31-217 - PW Telephone		115.90	195.85	500.00	304.15	60.8
2-31-320 - PW Training and Development		3.31	3.31	750.00	746.69	99.6
2-31-520 - PW Fuel				20,000.00	20,000.00	100.0
2-31-600 - PW Goods and Supplies		39.36	243.72	15,000.00	14,756.28	98.4
2-31-650 - CONTRACTED SERVICES FOR EXTERNAL JOBS				5,000.00	5,000.00	100.0
2-31-700 - PW Building and Equip Repairs		3,427.08	3,427.08	8,000.00	4,572.92	57.2
2-31-900 - PW Utilities	359.72	773.57	2,539.34	8,000.00	5,460.66	68.3
2-32-215 - Roads Freight				200.00	200.00	100.0
2-32-531 - Roads Gravel/Dust Abatement				5,500.00	5,500.00	100.0
2-32-534 - Roads Signs				1,200.00	1,200.00	100.0
2-32-542 - Roads CPR Crossing		296.00	592.00	3,600.00	3,008.00	83.6
2-32-600 - Roads Goods and Supplies				1,500.00	1,500.00	100.0
2-32-900 - Roads Utilities		1,565.40	3,196.41	18,000.00	14,803.59	82.2
2-41-100 - Water Salaries				19,500.00	19,500.00	100.0
2-41-110 - Water TVRWC Large Debenture Payment		8,531.31	8,531.31	23,775.63	15,244.32	64.1
2-41-120 - Water Usage	4,450.58	4,361.80	12,319.38	62,000.00	49,680.62	80.1
2-41-215 - Water Freight		139.57	139.57	500.00	360.43	72.1

Report Date
2023-03-16 1:08 PM

Village of Carmangay
Budgetary Control
For the Period 2023-01-01 - 2023-02-28

Account # / Description	Committed	Current	Year to Date	Budget	Variance	%
2-41-250 - EQUIPMENT RENTAL/PURCHASE WATER				200.00	200.00	100.0
2-41-252 - WATER EQUIPMENT REPAIRS				500.00	500.00	100.0
2-41-253 - WATER ANALYSIS			225.50	500.00	274.50	54.9
2-41-300 - Water Memberships				200.00	200.00	100.0
2-41-320 - Water Training and Development				750.00	750.00	100.0
2-41-511 - Water Meters		1,874.87	1,874.87	3,500.00	1,625.13	46.4
2-41-542 - Water Travel				300.00	300.00	100.0
2-41-600 - Water Goods and Supplies		189.40	267.77	5,000.00	4,732.23	94.6
2-41-700 - Water TVRWC Admin and Contract Services				23,385.00	23,385.00	100.0
2-41-900 - Water Utilities		1,249.74	2,383.95	13,000.00	10,616.05	81.7
2-41-991 - Water Small Debenture Payment				3,225.00	3,225.00	100.0
2-42-253 - SANITARY EQUIPMENT REPAIRS				1,000.00	1,000.00	100.0
2-42-600 - Sanitary Goods and Supplies				3,000.00	3,000.00	100.0
2-42-700 - Sanitary Equipment				1,000.00	1,000.00	100.0
2-42-800 - Sanitary Contracted Services				1,600.00	1,600.00	100.0
2-42-900 - Sanitary Utilities		292.32	538.99	2,000.00	1,461.01	73.1
2-43-110 - Transfer Station Requisition				60,230.00	60,230.00	100.0
2-43-120 - Weekly Garbage Expense	3,240.00		5,400.00	13,770.00	8,370.00	60.8
2-56-100 - Cemetery Salaries	52.50		52.50		(52.50)	
2-56-200 - Cemetery Requisition				2,000.00	2,000.00	100.0
2-61-110 - Dev Municipal Planning Commission	150.00		150.00	600.00	450.00	75.0
2-62-200 - Dev Contracted Services			2,092.85	7,000.00	4,907.15	70.1
2-72-600 - Parks Goods and Supplies				1,000.00	1,000.00	100.0
2-73-900 - Campground Utilities	43.89		120.30	3,500.00	3,379.70	96.6
2-74-200 - Library Maintenance				500.00	500.00	100.0
2-74-540 - Library Requisitions			1,063.12	3,850.00	2,786.88	72.4
2-74-900 - Library Utilities				3,000.00	3,000.00	100.0
2-99-991 - Transfer to Capital				42,600.00	42,600.00	100.0
Expense Totals:	10,481.52	41,111.51	88,822.86	749,363.63	660,540.77	88.2
Net Surplus (Deficit):	(10,481.52)	(30,294.86)	(35,041.23)	60,181.37	(95,222.60)	158.2-

Accounts Printed: 101

Village of Carmangay
Budget versus Actual
For the Period Ending March 31, 2023

	Budget	Current	Year to Date
REVENUES			
Taxes including School and Marquis	329,829.00		(408.76)
General Administration	185,736.00	6,254.67	21,808.69
Bylaw Enforcement	750.00	75.00	680.00
Public Works	31,650.00		500.00
Water Supply and Distribution	162,180.00	20,683.34	41,920.10
Bulk Water Sales	500.00		50.00
Wastewater and Disposal	32,700.00	5,516.52	11,272.16
Waste Management	74,000.00	10,113.00	20,451.97
Development	300.00		150.00
Parks and Recreation	500.00		
Cemetery		800.00	800.00
TOTAL REVENUES:	**818,145.00**	**43,442.53**	**97,224.16**
EXPENSES			
School, Marquis and Doctor Requisition	84,427.00		
Council and Other Legistlative	9,500.00		226.80
General Administration	182,900.00	221.31	25,977.91
Emergency and Bylaw	6,700.00		
Public Works	130,800.00		21,061.59
Roads, Streets, Walks and Lighting	30,000.00		3,788.41
Water Supply and Distribution	156,335.63		21,291.77
Wastewater Treatment and Disposal	8,600.00		538.99
Waste Management	74,000.00		2,160.00
Community Programming	2,051.00		512.81
Cemetery	2,000.00		
Development	7,600.00		2,092.85
Parks and Recreation	4,500.00		76.41
Culture including Library	7,350.00		1,063.12
TOTAL EXPENSES:	**706,763.63**	**221.31**	**78,790.66**
SURPLUS (DEFICIT)	**111,381.37**	**43,221.22**	**18,433.50**

10. b.

VILLAGE OF CARMANGAY

Bylaw #831

UTILITIES BYLAW, INCLUDING WATER, SEWER AND GARBAGE RATES

A BYLAW OF THE VILLAGE OF CARMANGAY TO REPEAL BYLAW #819 AND REPLACE WITH BYLAW #831 REGARDING WATER, SEWER, AND GARBAGE RATES IN THE VILLAGE OF CARMANGAY.

WHEREAS the Council of the Village of Carmangay requires the utilities of the Village to be self-supporting:

NOW THEREFORE, under the provisions of and pursuant to the *Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26,* the Council of the Village of Carmangay duly assembled hereby enacts as follows:

1. Water rates in the Village of Carmangay are set per Schedule A and Schedule B, beginning **May 1, 2023** as per the attached schedules.

2. An application for water, sewer and garbage service can be only made by the owner of the property. Property owners are responsible for payment of all utilities. Payment arrangements with renters of a property are made on a case-by-case basis, but non-payment of utility bills will ultimately be the responsibility of the property owner.

3. It is the responsibility of the property owner to ensure the water meter is protected from any damage, whether from freezing or any other causes.

4. Property owners, tenants or any other person may not tamper, repair, remove or bypass the Village owned water meter or any attachments to the water meter, including wires, antenna, or piping.

5. Any damage to water meters, whether from freezing, negligence, tampering, unauthorized repairs, unauthorized connections or unauthorized disconnections, will be repaired or replaced at the expense of the property owner. The actual cost of parts, materials, and labour will be billed to the property owner upon completion of the repairs or replacement.

6. Any consumer who is in default of payment for a period of longer that one (1) billing period, shall be sent a notice stating he/she has fourteen (14) days in which to pay all arrears in full or services will be discontinued.

7. If full outstanding payment is not received by the end of 14 days, a notice of disconnect will be served by mail to the last known address of the person responsible for payment of services. Disconnection will be completed on the 10th day after the notice of disconnect has been mailed.

8. Any consumer whose services have been disconnected for non-payment shall be required to:
    a) pay all services in full prior to reconnection of services, and
    b) pay a reconnection charge of $25.00 (twenty-five dollars) prior to reconnection of services

9. Water meters will be read bi-monthly.

10. A one-time fee of $25.00 (twenty-five dollars) shall be charged to disconnect and reconnect the water service, when service is discontinued due to a temporary absence. No discount of water, sewer and garbage rates will be given for short- or long-term absences.

11. Residential properties that use over the allotted amounts (23 cubic meters in summer and 11 cubic meters in the winter) will be charged $1.95 per cubic meter.

12. Sewer rates in the Village of Carmangay are set per Schedule A and Schedule B, beginning on **May 1, 2023**

13. Garbage rates in the Village of Carmangay are set per Schedule A and Schedule B, beginning **May 1, 2023**

14. As per Section 34 (1) of the *Municipal Government Act, R.S.A. 2000, Chapter M-26,* the Village of Carmangay will provide municipal utilities of water and sewer service to a land parcel by request of the owner for a fee determined on a case by case basis.

15. This bylaw will be reviewed and updated as required.

READ A FIRST TIME THIS 17th DAY OF JANUARY, 2023

READ A SECOND TIME THIS DAY OF , 2023.

READ A THIRD TIME THIS DAY OF , 2023

SCHEDULE A
Residential Rates, Marquis Foundation, All Other Establishments Not Otherwise Specified

Water rates:

Winter – November 1, 2022 to April 30, 2023:

- 11 cubic meters or portion thereof per month - $62.65

Summer – May 1, 2023 to October 31, 2023:

- 23 cubic meters or portion thereof per month - $68.63

Winter – November 1, 2023 to April 30, 2024

- 11 cubic meters or portion thereof per month - $68.63

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Sewer rates:

Monthly rate commencing January 1, 2023 will be $19.73

Monthly rate commencing May 1, 2023 will be $20.59

Garbage rates:

Monthly rate commencing January 1, 2023 will be $33.71

Monthly rate commencing May 1, 2023 will be $35.17

SCHEDULE B

Commercial/Industrial Rates

Water rates:

The rate commencing on August 1, 2022 will be $2.28 per cubic meter, based on metered usage.

The rate commencing on January 1, 2023 will be $2.38 per cubic meter, based on metered usage.

Sewer rates:

The monthly rate commencing January 1, 2023 will be $31.57

The monthly rate commencing May 1, 2023 will be $32.94

Garbage rates:

The monthly rate commencing January 1, 2023 will be $33.71

The monthly rate commencing May 1, 2023 will be $35.17

11. b. (i)

VILLAGE OF CARMANGAY

IN THE PROVINCE OF ALBERTA

CHINOOK INTERMUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD

BYLAW NO. 832

A BYLAW OF THE VILLAGE OF CARMANGAY IN THE PROVINCE OF ALBERTA TO AMEND BYLAW NO. 811, A BYLAW TO ESTABLISH AN INTERMUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD;

AND WHEREAS the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26 as amended from time to time requires the municipality to adopt a bylaw to establish a Municipal Subdivision and Development Appeal Board or an Intermunicipal Subdivision and Development Appeal Board;

AND WHEREAS the Council of the Carmangay wishes to join other area municipalities to establish the Chinook Intermunicipal Subdivision and Development Appeal Board;

AND WHEREAS the Chinook Intermunicipal Subdivision and Development Appeal Board is authorized to render decisions on appeals resulting from decisions of a Subdivision Authority or a Development Authority in accordance with the South Saskatchewan Regional Plan (SSRP), the Municipal Government Act (MGA), the Subdivision and Development Regulation, the local Land Use Bylaw and statutory plans;

NOW THEREFORE, the Council of the Carmangay in the Province of Alberta duly assembled, enacts as follows:

1. TITLE

This Bylaw may be cited as the Chinook Intermunicipal Subdivision and Development Appeal Board Bylaw.

2. AUTHORIZATION

Pursuant to section 627(1)(b) of the MGA, this bylaw hereby authorizes the municipality to enter an agreement with the other participating municipalities to establish the Chinook Intermunicipal Subdivision and Development Appeal Board.

3. DEFINITIONS

Appellant means the person who may file an appeal to the Board from decisions of a Subdivision Authority or a Development Authority in accordance with the MGA.

Board means the Chinook Intermunicipal Subdivision and Development Appeal Board established pursuant to this bylaw.

Board Member means an appointed member of the Chinook Intermunicipal Subdivision and Development Appeal Board appointed in accordance with this bylaw and who has obtained provincial training and certification.

Board Panel means the group of appointed Board Members actively sitting to hear and decide on an appeal at an appeal hearing.

Chair means the person elected from the Board panel members sitting to hear an appeal to act as the person who presides over the hearing and the procedures.

Chief Administrative Officer (CAO) means the individual appointed to the position for the municipality in accordance with the MGA.

Clerk means the person or persons who has completed training and is certified by the province and authorized to act as the administrative clerk for the Intermunicipal Subdivision and Development Appeal Board by the member municipality within which the appeal is held.

Conflict of Interest means both Common Law Bias and Pecuniary Interest.

Council means the Council of the (Municipality).

Development Authority has the same meaning as in the MGA.

Hearing means a public meeting convened before the Board acting as a quasi-judicial body to hear evidence and determine the facts relating to an appeal of decisions of a Subdivision Authority or a Development Authority, prior to the Board making a decision on the matter subject to the appeal.

Municipality means the municipal corporation of the Village of Carmangay together with its jurisdictional boundaries, as the context requires.

Panel Member means an individual Board member participating in the group panel to hear an appeal.

Participating municipality means a municipality in the Province of Alberta who has entered into an agreement with other municipalities, as referred to in Section 2 of this bylaw, to establish the Chinook Intermunicipal Subdivision and Development Appeal Board.

Procedural guidelines means the policies, processes and administrative matters applicable to the filing of an appeal and conducting a hearing, and the roles, duties and conduct of Board members and Clerks.

Subdivision Authority has the same meaning as in the MGA.

Subdivision and Development Appeal Board has the same meaning as in the MGA.

Quorum means the minimum number of Board panel members required to hear an appeal.

Municipal Government Act (MGA) means the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26, as amended from time to time.

Chinook Intermunicipal Subdivision and Development Appeal Board means the Board established by agreement to act as the Subdivision and Development Appeal Board.

All other terms used in this Bylaw shall have the meaning as is assigned to them in the Municipal Government Act, as amended from time to time.

4. APPOINTMENT OF THE BOARD

(1) The Board is comprised of the member representative(s) as appointed by the participating municipalities.

(2) A municipality may participate in the Chinook Intermunicipal Subdivision and Development Appeal Board without appointing individual representative(s) by utilizing the appointed Board Members of the other participating member municipalities to act on the municipality's behalf as its appeal body.

(3) For each member municipality appointing individual Board Member representative(s) to the Chinook Intermunicipal Subdivision and Development Appeal Board, the appointment shall be made by resolution of Council. Appointed Board Members from a municipality shall consist of no more than three (3) members, with no more than one (1) being an elected official and the other two (2) being non-elected officials who are persons at large. If two (2) or less persons are appointed as members, they must be non-elected persons at large.

(4) For those member municipalities appointing individual representative(s) to the Board, the remaining composition of the Board Panel Members shall be the appointed members from

the other municipalities of the Chinook Intermunicipal Subdivision and Development Appeal Board.

(5) Appointments to the Chinook Intermunicipal Subdivision and Development Appeal Board shall be made for a term of not more than three years. Reappointments must coincide with the successful completion of the mandatory provincial refresher training course to be taken every three (3) years.

(6) Board Members may be appointed for a two (2) or three (3) year term, at the discretion of the municipality, for the purpose of establishing a staggered expiration of terms amongst the Board Members.

(7) A Board Member may resign from the Chinook Intermunicipal Subdivision and Development Appeal Board at any time by providing written notice to the municipality to that effect.

(8) Where Council has appointed a Board Member representative(s) for the municipality, Council may remove its individual appointed Board Member representative(s) at any time if:

a) in the opinion of Council, a Board Member is not performing his/her duties in accordance with the MGA, this Bylaw or the rules of natural justice,

b) a Board Member is absent for more than three (3) consecutive hearings to which he/she has been assigned to sit on the Board Panel without reasonable cause, or

c) a Board Member has participated in a matter in which that Board Member has a Conflict of Interest, contrary to the provisions of this Bylaw.

5. COMPOSITION

(1) The Board Members of the Chinook Intermunicipal Subdivision and Development Appeal Board shall meet in Panels, and two (2) or more Panels may meet simultaneously. The Panels have all the powers, duties and responsibilities of the Subdivision and Development Appeal Board.

(2) For the purpose of this Bylaw, the Board Panel formed from the appointed members of the Chinook Intermunicipal Subdivision and Development Appeal Board to hear an appeal, shall normally be composed of not less than three (3) persons, with no more than one (1) being an elected official.

(3) Two (2) Board Members constitute a quorum of the Board Panel.

(4) If a vacancy of an appointed Board member representative from a municipality shall occur at any time, the municipality may appoint another person to fill the vacancy by resolution of Council.

(5) In the absence of the municipal appointed member representative(s) of the municipality in which the appeal originates being available to sit on a Panel, then the appointed Panel Member representative(s) from the other municipalities of the Chinook Intermunicipal Subdivision and Development Appeal Board shall form the composition of the Board Panel to hear and decide on a matter of appeal on behalf of the municipality.

(6) Board Panel Members of the Chinook Intermunicipal Subdivision and Development Appeal Board shall not be members of a Municipal Subdivision Authority or Development Authority or municipal employees of the municipality in which the appeal is located.

(7) A person appointed as a Board Member in accordance with this Bylaw must successfully complete and maintain the mandatory provincial training and certification prior to sitting on a Panel to hear an appeal.

6. COSTS AND REMUNERATION

(1) Board Members may be entitled to reasonable remuneration for time and expenses relating to participating on a Board Panel.

(2) Costs related to appeal hearings and the remuneration to Board Members shall be provided as specified in the intermunicipal agreement of the participating members of the Chinook Intermunicipal Subdivision and Development Appeal Board.

7. DUTIES OF THE INTERMUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD

(1) The Chinook Intermunicipal Subdivision and Development Appeal Board shall hold hearings as required pursuant to the Municipal Government Act on a date to be determined by the Board.

(2) The Board, and those Members who sit as a Board Panel hearing an appeal, shall govern its actions and hearings in respect of the processes and procedures as outlined in the Procedural Guidelines.

(3) A Board Member may only participate in an appeal hearing if they have successfully completed the mandatory provincial training prior to the appeal hearing date.

(4) The Board Panel may, at its discretion, agree to adjournments in respect of the processes and procedures as outlined in the Procedural Guidelines.

(5) A Board Panel hearing an appeal shall appoint a Chair to preside over the proceedings prior to the commencement of the hearing.

(6) An order, decision or approval made, given or issued by the Board Panel and under the signature of the Chair, or a Board Member acting as a designate, is the decision of the Board.

(7) The Board Members shall conduct themselves in a professional, impartial and ethical manner and apply the principles of administrative justice and judicial fairness.

(8) The Board Members shall consider and act in respect of the Chinook Intermunicipal Subdivision and Development Appeal Board Procedural Guidelines.

(9) The Board does not have the jurisdiction or authority to award pecuniary or monetary awards or costs to any persons, entity or organization involved in an appeal.

8. APPEAL FILING

(1) An appeal shall be filed in writing by an appellant, in accordance and in the manner prescribed in the MGA, to the municipality and include the payment of the applicable municipal appeal fee.

(2) If there is a question about the validity of an appeal being filed, the Board Panel must convene the appeal hearing in accordance with the MGA to establish jurisdiction and then it may decide on the matter of validity. It shall be the responsibility of the Board Panel to make the determination of whether the appeal is valid.

(3) In the event an appeal is abandoned or withdrawn in writing by the appellant, the Board Panel shall not be obliged to hold the appeal hearing referred to in the MGA unless another notice of appeal has been served upon the Board in accordance with the MGA.

9. CLERK RESPONSIBILITIES AND DUTIES

(1) Council shall by resolution appoint a Clerk as a designated officer, ~~or sub-delegate to its CAO the authority to appoint a Clerk or Clerks~~, for the specific purposes of providing administrative assistance to the Board in fulfilling its legislative duties.

(2) The appointed Clerk shall attend all meetings and hearings of the Chinook Intermunicipal Subdivision and Development Appeal Board held in that member municipality but shall not vote on any matter before the Board.

(3) A person appointed as a Clerk to assist the Chinook Intermunicipal Subdivision and Development Appeal Board in accordance with this bylaw must have successfully completed the mandatory provincial training prior to assisting the Board in its legislative duties.

(4) The Clerk, acting for the Board, shall accept on behalf of the Board appeals which have been filed with the municipality in relation to a decision of the Subdivision Authority or the Development Authority.

(5) The Clerk of the Board shall keep records of appeals and proceedings for the municipality in which the appeal has been filed, as outlined in the Procedural Guidelines.

10. ADMINISTRATIVE

(1) Singular and Masculine – Words importing the singular number shall include the plural number and vice versa and words importing one gender only in this Bylaw shall include all genders and words importing parties or persons in this Bylaw shall include individuals, partnerships, corporations, and other entities, legal or otherwise.

(2) Severability – 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.

11. ENACTMENT

(1) This bylaw shall come into effect upon third and final reading thereof.

(2) This Bylaw rescinds Bylaws No. 730 and 731 and amends Bylaw No. 811, being the former municipal Subdivision and Development Appeal Board Bylaw, and any amendments thereto.

READ a first time this 21st day of March, 2023.

Mayor – Kym Nichols Chief Administrative Officer – Kelly McLeod

READ a second time this 21st day of March, 2023.

Mayor – Kym Nichols Chief Administrative Officer – Kelly McLeod

AND BY UNANIMOUS CONSENT OF COUNCIL, READ a third time and finally PASSED this 21st day of March, 2023.

Mayor – Kym Nichols Chief Administrative Officer – Kelly McLeod

11. b. ii.

MUNICIPAL BORROWING BYLAW

For the Purpose Specified in Section 256 of the Municipal Government Act
Bylaw No. 833

WHEREAS the Council of Village of Carmangay (hereinafter called the "Corporation") in the Province of Alberta, considers it necessary to borrow certain sums of money for the purpose of:

(Insert description of purpose in general terms.)

Financing Operating expenditures

NOW THEREFORE pursuant to the provisions of the Municipal Government Act, it is hereby enacted by the Council of the Corporation as a By-law that:

1. The Corporation borrow from ATB Financial, previously Alberta Treasury Branches ("ATB") up to the principal sum of $5,000.00 with interest rate NOT TO EXCEED 20% repayable upon demand at a rate of interest per annum from time to time established by ATB, and such interest will be calculated daily and due and payable monthly on the last day of each and every month.

(Delete and initial clause 2. if loan is a revolving line of credit.)

2. Prior to demand the Corporation make, on account of the borrowing, monthly payments of $ current amount due each, or as may subsequently be agreed with ATB in writing, for a term of years.

3. The Chief Elected Officer and the Chief Administrative Officer are authorized for and on behalf of the Corporation:

   (a) to apply to ATB for the aforesaid loan to the Corporation and to arrange with ATB the amount, terms and conditions of the loan and security or securities to be given to ATB;

   (b) as security for any money borrowed from ATB

      (i) to execute promissory notes and other negotiable instruments or evidences of debt for such loans and renewals of all such promissory notes and other negotiable instruments or evidences of debts;

      (ii) to give or furnish to ATB all such securities and promises as ATB may require to secure repayment of such loans and interest thereon; and

      (iii) to execute all security agreements, hypothecations, debentures, charges, pledges, conveyances, assignments and transfers to and in favour of ATB of all or any property, real or personal, moveable or immovable, now or hereafter owned by the Corporation or in which the Corporation may have any interest, and any other documents or contracts necessary to give or to furnish to ATB the security or securities required by it.

4. The source or sources of money to be used to repay the principal and interest owing under the borrowing from ATB are:

(Insert source of repayment.) Taxes, Reserves or Grants

5. The amount to be borrowed and the term of the loan will not exceed any restrictions set forth in the Municipal Government Act.

6. In the event that the Municipal Government Act permits extension of the term of the loan and in the event the Council of the Corporation decides to extend the loan and ATB is prepared to extend the loan, any renewal or extension, bill, debenture, promissory note, or other obligation executed by the officers designated in paragraph 3 hereof and delivered to ATB will be valid and conclusive proof as against the Corporation of the decision of the Council to extend the loan in accordance with the terms of such renewal or extension, bill, debenture, promissory note, or other obligation, and ATB will not be bound to inquire into the authority of such officers to execute and deliver any such renewal, extension document or security.

7. This Bylaw comes into force on the final passing thereof.

Certificate

WE HEREBY CERTIFY that the foregoing Bylaw was duly passed by the Council of the Corporation therein mentioned at a duly and regularly constituted meeting thereof held on the ____ day of _____ at which a quorum was present, as entered in the minutes of the said Council, and that the Bylaw has come into force and is still in full force and effect.

THIS Municipal Borrowing Bylaw, inclusive of its Certificate: (a) may be executed electronically; and (b) may be delivered by email, facsimile or other functionally-equivalent means.

WITNESS our hands and the seal of the Corporation this _____ day of _____.

_____
Chief Elected Official

Seal

_____
Chief Administrative Officer

Completing Form 7115 - Municipal Borrowing Bylaw

Heading

Signing officers must complete the heading of the form ("Section___of the Municipal Government Act" or "Bylaw No.___" to ensure they are aware of all conditions and restrictions set forth in the Municipal Government Act. Refer to clause 5 of form. Depending on the loan purpose, officers should enter the following section of the Municipal Government Act in this space.

- For Operating expenditures, enter section 256
- For Short-term capital borrowing, enter section 257
- For Long-term capital borrowing, enter section 258
- For Interim financing - capital projects, enter section 259
- For Special projects, enter section 260
- For Refinancing, enter section 261
- For Interim financing of joint project, enter section 262
- For Local improvements, enter section 263

Name of Municipality

- Enter legal name of municipality.

Loan Purpose

- Enter purpose of the loan in general terms.

Clause 1

- Loan Amount

Clause 2 - Loan for Operating Expenditures

- Delete Clause 2 of the bylaw
- Ensure both officer signing the form initial the deletion

Clause 2 - Loans for Capital Expenditures

- Enter: The frequency of principal payments. For example, monthly, quarterly, semi-annual, or annual.
- Enter: The payment amount. If payments are equalized, enter the equalized payment. If payments are principal plus interest, enter only the principal payment.
- The loan term should not exceed 1 year.

Clause 4 - Source of Repayment

Insert the source of repayment. Use the following guidelines:

- Operating Expenditures - For example, enter: taxes, reserves, or grants.
- Short-Term Capital Borrowing - For example, enter: business tax, property tax, well drilling equipment tax, reserves, or grants.
- Long-Term Capital Borrowing - For example, enter: business revitalization zone tax, reserves, or grants.
- Interim Financing - Capital Projects - Enter: payout from long-term capital loan.
- Special Works - For example, enter: special tax.
- Refinancing - For example, enter: property tax, business tax, reserves, or grants.
- Interim Financing of Joint Project - For example, enter: share of joint venture with _____ County.
- Local Improvements - For example, enter: local improvement tax.

Clause 5 - Compliance to Municipal Government Act: Interpretation

- The onus is on the municipality to comply with the Municipal Government Act and its regulations.
- ATB can rely on the bylaw 30 days after the municipality passed the bylaw.
- If a bylaw appears to be outside restrictions established by the Municipal Government Act, contact your lender, who will contact their Credit department for direction.

Certificate And Signing

- Officers must complete and sign the certificate on the date the meeting is held to pass the bylaw. by:
- Execution of the form:
  - Signed by the Chief Elected Official
  - Signed by the Chief Administrative Officer
  - Sealed with the municipality's corporate seal
  - All signing parties must initial any changes.

11. c.

Memorandum of understanding between the Village of Carmangay and the Carmangay Lions Club re: the Carmangay Lions Club Trailer Park

1. The Carmangay Lions Club is responsible for maintenance of the site, including trees, bathroom and shower facilities, camp kitchen, trailer sani-dump, weed control, spring and fall cleanup, fencing, gates, drip irrigation.
2. The Carmangay Lions Club is responsible for the collection of camping fees.
3. The Carmangay Lions Club will use these camping fees for the maintenance (as outlined above) and for future capital projects in the park.
4. The Village of Carmangay will pay for the utilities (natural gas, electricity, sewer, Wi-fi). The Village will provide water for the washroom facilities and the drip irrigation.
5. The Carmangay Lions Club and the Village of Carmangay will be jointly responsible for grass mowing, depending on the availability of labor and the time of year (to be mutually arranged).
6. Terms of this agreement is 10 years, providing the Carmangay Lions Club Is still in existence. If the club ceases to exist the Village of Carmangay will assume all responsibilities and fees.
7. The Village of Carmangay and the Carmangay Lions Club will co-operate in the exploration and application of future government grants, private donations or corporate donations.
8. The Carmangay Lions Club will carry Commercial General Liability Insurance (public liability). The Village of Carmangay will carry property insurance and insurance on buildings (camp kitchen, shower and bathroom building, and trailer dump.
9. The Carmangay Lions Club will support, and is appreciative of, the Village of Carmangay Office acting as a source of information or help if clients have questions, concerns, or problems.

Signed on:_____

Village of Carmangay representative:

Carmangay Lions Club representative:

Ronald Evans Treasurer

11. d.

Information Technology Support Services Agreement with the Village of Carmangay

THIS AGREEMENT made this _____ day of _____, 2023

MEMORANDUM OF AGREEMENT BETWEEN:

The Village of Carmangay;

Herein after jointly referred to as *"VILLAGE OF CARMANGAY"*

-and-

VULCAN COUNTY, a Municipal Corporation of the Province of Alberta;

Herein after referred to as *"the County"*

WHEREAS the County has secured the services of Information Technologists as an employee of the County (hereinafter the Employee);

WHEREAS VILLAGE OF CARMANGAY desires to enter into an agreement with the County to obtain Information Technologist Services for their organization;

AND WHEREAS the Information Technologist employed by the County has the skillset, tools and ability to assist the VILLAGE OF CARMANGAY with its IT needs;

NOW THEREFORE This Agreement witnesses that in consideration of the terms and conditions contained in this Agreement, the County and VILLAGE OF CARMANGAY agree as follows:

1. **Term of Agreement**

    1.1 This Agreement shall become effective **at the date of signing.**

2. The County agrees to supply VILLAGE OF CARMANGAY with IT Services through the Information Technologist employed by the County.

3. Fulfilment of the above:

    3.1 To a level of services similar to that provided by the IT Services to the County; and

    3.2 To goals and service requirements as set forth by the VILLAGE OF CARMANGAY Chief Administrative Officer.

3.3 Work may be performed both on site and remotely depending on the requirements of the issue, task or project.

4. Subject to the following, the County agrees to supply VILLAGE OF CARMANGAY with IT Services when requested to a maximum of 208 hours per year.

5. It is understood that the IT Services will be scheduled to be provided during the County IT Technologist regular business hours. If a matter requires IT Services outside a scheduled time, then such services shall be classified as overtime services. Where overtime services are provided;

5.1 The services shall be considered to have taken two (2) times the actual time incurred;

6. VILLAGE OF CARMANGAY agrees that in the capacity of Employer, the Chief Administrative Officer of the County shall be the supervisor regarding wage negotiations, hours of work, staff management and discipline.

7. During the 2023 calendar year, VILLAGE OF CARMANGAY agrees to pay the County the sum of Fifty-One Dollars ($51.00) per hour for IT Services supplied. The hourly rate will be reviewed on an annual basis to ensure a cost-recovery for the County and this hourly rate may be adjusted in subsequent years as per the following references:

7.1 The hourly rate shall be based on the operating and capital costs for the previous year.

7.2 The hourly rate for the following calendar year will be determined by December 15th of the preceding year, by agreement of the County and VILLAGE OF CARMANGAY.

8. IT Services shall be billed by the (28) of the month following the month in which services were provided.

9. VILLAGE OF CARMANGAY agrees to pay the billed amount to the County within thirty (30) days of the billing date.

10. VILLAGE OF CARMANGAY shall promptly indemnify and hold harmless the County, its councillors, employees and agents from and against all claims in connection with any injury, loss or damage to property arising from or out of this Agreement or occasioned wholly or in part by any fault, default, negligence, act or omission of the County IT Services.

11. VILLAGE OF CARMANGAY acknowledges that any complaint received by it with respect to the provision of services by IT Coordinator pursuant to this Agreement shall be immediately forwarded to the County's Chief Administrative Officer. Any disciplinary action taken against the IT Coordinator as a result of these complaints shall be administered by the County.

12. Either party may terminate this Agreement without cause by providing (90) day written notice to the other.

In Witness Whereof this Agreement Is Executed on Behalf of the Participants, by the Hands of Their Officers Duly Authorized;

_____	_____
VULCAN COUNTY -Reeve, Jason Schneider	VULCAN COUNTY – Nels Petersen, CAO
_____	_____
VILLAGE OF CARMANGAY, Mayor	VILLAGE OF CARMANGAY – Kelly McLeod, CAO