

## TOWN OF CANMORE

### AGENDA

Regular Meeting of Council

Council Chamber at the Civic Centre, 902 – 7 Avenue

Tuesday, August 20, 2024 at 9:00 a.m.

Times are estimates only.

- 9:00 – 9:05      **A. CALL TO ORDER AND APPROVAL OF AGENDA**
1. Land Acknowledgement
  2. Agenda for the August 20, 2024 Regular Meeting of Council
  3. Introduction of Fire Chief Ted Ruitter
  4. Introduction of Staff Sergeant Greg Tulloch, new RCMP Detachment
- B. PUBLIC HEARINGS – none**
- C. DELEGATIONS – none**
- 9:05 – 9:10      **D. APPROVAL OF MINUTES**
1. Minutes of the June 18, 2024 Special Meeting of Council
  2. Minutes of the July 2, 2024 Regular Meeting of Council
- E. BUSINESS ARISING FROM THE MINUTES**
- 9:10 – 9:40      1. **Partners for Affordable Housing Funding Request**  
Recommendation: That Council approve \$250,000 from the General Municipal Operating Reserve to fund Partners for Affordable Housing and direct Administration to work with them to identify up to five community housing developments in Canmore and support a joint application to Canada Mortgage and Housing Corporation (CMHC) for the Capital Connect project for a demonstration initiative grant.
- 9:40 – 10:25      2. **Canmore Eagles Accounts Payable Repayment Agreement**  
Recommendation: That Council uphold the terms of the 2018 Accounts Payable Repayment Agreement with the Canmore Eagles.
- 10:25 – 10:40      **Meeting Break**
- F. UNFINISHED BUSINESS – none**

- 10:40 – 11:20      **G. BYLAW APPROVAL**
- 1. Division of Class 1 Property Bylaw 2024-19**  
                         Recommendation:  
                         1) That Council give first reading to Division of Class 1 Property Bylaw 2024-19.  
                         2) That Council give second reading to Division of Class 1 Property Bylaw 2024-19.  
                         3) That Council give leave to go to third reading of Division of Class 1 Property Bylaw 2024-19.  
                         4) That Council give third reading to Division of Class 1 Property Bylaw 2024-19.  
                         5) That Council waive fees to convert Tourist Home properties to Residential until December 31, 2026.
- 11:20 – 11:30      **H. NEW BUSINESS**
- 1. Request for Exemption to Collection of Levies and Fees Policy**  
                         Recommendation: That Council grant an exemption from Policy PD-001 (Collection of Levies and Fees Policy) for Logel Homes to pay off-site levies, related to their development, on a phased basis.
- 11:30 – 12:00      **2. IAFF Collective Agreement**  
                         Recommendation: That Council authorize the signing of the Collective Agreement between the Town of Canmore and the International Association of Fire Fighters (IAFF) – Local 4705, as presented.
- 12:00 – 1:00      **Lunch Break**
- 1:00 – 1:30      **I. REPORTS FROM ADMINISTRATION**
- 1. Community Speed Limits and Automated Traffic Enforcement Updates**  
                         Purpose: To provide an update on the impacts of the community speed limit changes and an overview of the upcoming changes to provincial Automated Traffic Enforcement guidelines.
- J. NOTICES OF MOTION – none**
- K. CLOSED SESSION**
- During item      **1. IAFF Collective Agreement Ratification**  
H2                   Recommendation: That Council close the meeting to the public to:  
                         (1) Prevent disclosure of information that could reasonably be expected to reveal advice, proposals, recommendations analyses or policy options developed for the Town in accordance to Section 24(1)(a), and  
                         (2) Prevent disclosure of information subject to solicitor-client privilege in accordance with Section 27(1)(a) of the *Freedom of Information and Protection of Privacy Act*.
- 1:30 – 2:00      **2. Offsite Levy Appeal Update**  
                         Recommendation: That Council close the meeting to the public to prevent disclosure of information subject to solicitor-client privilege in accordance with Section 27(1)(a) of the *Freedom of Information and Protection of Privacy Act*.
- 2:00                **L. ADJOURNMENT**

**TOWN OF CANMORE  
MINUTES**

Special Meeting of Council  
Council Chamber at the Civic Centre, 902 – 7 Avenue  
**Tuesday, June 18, 2024 at 3:30 p.m.**

**COUNCIL MEMBERS PRESENT**

Sean Krausert	Mayor
Jeff Mah	Deputy Mayor
Tanya Foubert	Councillor
Wade Graham	Councillor
Jeff Hilstad	Councillor
Karen Marra	Councillor
Joanna McCallum	Councillor (via Zoom)

**COUNCIL MEMBERS ABSENT**

None

**ADMINISTRATION PRESENT**

Sally Caudill	Chief Administrative Officer
Therese Rogers	General Manager of Corporate Services
Whitney Smithers	General Manager of Municipal Infrastructure
Scott McKay	General Manager of Municipal Services
Ben Stiver	Municipal Clerk (recorder)
Johanna Sauve	Manager of Human Resources

Mayor Krausert called the June 18, 2024 regular meeting to order at 3:30 p.m.

**A. CALL TO ORDER AND APPROVAL OF AGENDA**

- 1. Land Acknowledgement**
- 2. Agenda for the Tuesday, June 18, 2024 Special Meeting of Council**

128-2024

Moved by Mayor Krausert that Council approve the agenda for the June 18, 2024 special meeting as presented.

**CARRIED UNANIMOUSLY**

**B. PUBLIC HEARINGS – none**

**C. DELEGATIONS – none**

**D. APPROVAL OF MINUTES – none**

**E. BUSINESS ARISING FROM THE MINUTES – none**

**F. UNFINISHED BUSINESS - none**

**G. BYLAW APPROVAL – none**

**H. NEW BUSINESS**

**1. Council Remuneration Committee Recommendations**

129-2024 Moved by Mayor Krausert that Council accept the Council Remuneration Review Committee's recommendations.

**CARRIED UNANIMOUSLY**

130-2024 Moved by Mayor Krausert that Council direct administration to return to Council with options for a Council Maternity/Parental Leave Bylaw.

**CARRIED UNANIMOUSLY**

131-2024 Moved by Mayor Krausert that Council direct administration to return to Council with options for a Council Medical Leave Policy.

**CARRIED UNANIMOUSLY**

132-2024 Moved by Mayor Krausert that Council direct administration to return to Council with an update to the Council Remuneration Policy as recommended by the Council Remuneration Review Committee.

**CARRIED UNANIMOUSLY**

**I. REPORTS FROM ADMINISTRATION – none**

**J. NOTICES OF MOTION – none**

**K. CLOSED SESSION – none**

**L. ADJOURNMENT**

133-2024 Moved by Mayor Krausert that Council adjourn the June 18, 2024 special meeting at 4:45 p.m.

**CARRIED UNANIMOUSLY**

\_\_\_\_\_  
Sean Krausert  
Mayor

\_\_\_\_\_  
Ben Stiver  
Municipal Clerk

Minutes approved by: \_\_\_\_\_

**TOWN OF CANMORE  
MINUTES**

Regular Meeting of Council  
Council Chamber at the Civic Centre, 902 – 7 Avenue  
**Tuesday, July 2, 2024 at 9:00 a.m.**

**COUNCIL MEMBERS PRESENT**

Sean Krausert	Mayor
Wade Graham	Deputy Mayor
Tanya Foubert	Councillor
Jeff Hilstad	Councillor
Jeff Mah	Councillor
Karen Marra	Councillor
Joanna McCallum	Councillor (via Zoom)

**COUNCIL MEMBERS ABSENT**

Joanna McCallum from 9:40 a.m. – 3:18 p.m.

**ADMINISTRATION PRESENT**

Sally Caudill	Chief Administrative Officer
Chelsey Gibbons	Acting General Manager of Corporate Services / Manager of Finance
Whitney Smithers	General Manager of Municipal Infrastructure
Scott McKay	General Manager of Municipal Services
Cheryl Hyde	Manager of the Municipal Clerk's Office
Ben Stiver	Municipal Clerk (recorder)
Danielle Liwanag	Peace Officer
Caitlin Miller	Manager of Protective Services
Trevor Reeder	Project Engineer
Caitlin van Gaal	Environment and Sustainability Supervisor
Amy Fournier	Climate Change Specialist
Geordie Heal	Supervisor of Streets and Roads
Stephen Hanus	Manager of Facilities
Mike Ford	Facilities Project Manager

Mayor Krausert called the July 2, 2024 regular meeting to order at 9:00 a.m.

**A. CALL TO ORDER AND APPROVAL OF AGENDA**

- 1. Land Acknowledgement**
- 2. Agenda for the July 2, 2024 Regular Meeting of Council**

134-2024

Moved by Mayor Krausert that Council approve the agenda for the July 2, 2024 meeting as presented.

**CARRIED UNANIMOUSLY**

**B. PUBLIC HEARINGS**

**1. Revised Land Use Bylaw Amendment 2024-05 – Political Campaign Signs**

**(1) Call to order**

Mayor Krausert called the public hearing to order for Revised Land Use Bylaw Amendment 2024-05 – Political Campaign Signs at 9:04 a.m.

**(2) Administration Summary**

Administration provided a verbal briefing on the proposed Revised Land Use Bylaw Amendment 2024-05 – Political Campaign Signs.

**(3) Public Verbal Submissions**

**In favour**

None.

**Neutral or Unstated**

None.

**Opposed**

Name	Verbal	Written
Bruce Eidsvik	X	X

**(4) Public Written Submissions**

The municipal clerk read into the record the names of those who provided written submissions. These submissions are recorded in the list of public submissions above and are published in the record of public submissions for this meeting.

**(5) Closing Comments from Administration**

None.

**(6) Council Questions of Administration**

None.

**(7) Adjournment of the Public Hearing**

Mayor Krausert adjourned the public hearing at 9:16 a.m.

**C. DELEGATIONS**

**1. Partners for Affordable Housing – Partnership Proposal**

Jolene Livingston and Jeni Piepgrass from the Partners for Affordable Housing Foundation spoke to a written submission proposing a unique partnership opportunity between the Town of Canmore, the Government of Alberta, and the Foundation to apply for the Canada Mortgage and Housing Corporation's (CMHC) Demonstration opportunity (\$250K grant) and facilitate the completion of a small portfolio of community housing developments in Canmore.

**Councillor McCallum left the meeting at 9:40 a.m.**

135-2024

Moved by Mayor Krausert that Council direct administration to bring a report regarding the partnership proposal submitted by Partners for Affordable Housing to the August 20, 2024, regular meeting of council that includes:

Minutes approved by: \_\_\_\_\_

- i) a recommended source of the \$250,000 funding requested should Council decide to approve the request; and
- ii) any other information administration thinks is pertinent to the decision.

**CARRIED UNANIMOUSLY**

**2. Canmore Eagles – Debt Relief**

Darryl Lockwood, President of the Canmore Eagles, spoke to a written submission requesting that the Town forgive the balance of the debt of the Canmore Eagles Junior A Hockey Club, due on September 15, 2024, for \$64,450.08 plus accrued interest at 0.5% above the prime rate.

136-2024 Moved by Mayor Krausert that Council direct administration to bring a report regarding the Canmore Eagle’s request for debt forgiveness to the August 20, 2024, regular meeting of council that includes:

- i) any additional information that administration thinks is pertinent to the decision; and
- ii) a recommendation with respect to the decision.

**CARRIED UNANIMOUSLY**

**Meeting Break 10:20 a.m. – 10:35 a.m.**

**D. APPROVAL OF MINUTES**

**1. Minutes of the June 4, 2024 Regular Meeting of Council**

137-2024 Moved by Mayor Krausert that Council approve the minutes of the June 4, 2024 regular meeting as presented.

**CARRIED UNANIMOUSLY**

**E. BUSINESS ARISING FROM THE MINUTES**

**1. Homelessness Society of the Bow Valley**

138-2024 Moved by Mayor Krausert that Council endorse access to Scout Hall for shelter operations between October 1<sup>st</sup> to May 1<sup>st</sup>, through May 1<sup>st</sup>, 2026, during which time a permanent site will be sought by the Homelessness Society of the Bow Valley, and that Council extend in-kind hourly rent support from 12 a.m. to 6 a.m. to 10 p.m. to 9 a.m. each night.

**CARRIED UNANIMOUSLY**

**F. UNFINISHED BUSINESS – none**

**G. BYLAW APPROVAL**

**1. Revised Land Use Bylaw Amendment 2024-05 – Political Campaign Signs & Political Campaign Sign Bylaw 2024-06**

139-2024 Moved by Mayor Krausert that Council table item G1 as the final item of the regular meeting of council.

**CARRIED UNANIMOUSLY**

**2. Discouraging the Provision of Housing in Industrial Districts**

140-2024 Moved by Mayor Krausert that Council give first reading to Town of Canmore Municipal Development Plan Bylaw Amendment 2024-07 – Discouraging Employee Housing in Industrial Areas.

**CARRIED UNANIMOUSLY**

Minutes approved by: \_\_\_\_\_

141-2024 Moved by Mayor Krausert that Council give first reading to Revised Land Use Bylaw Amendment 2024-08 – Removal of Employee Housing from Industrial Districts.

**CARRIED UNANIMOUSLY**

142-2024 Moved by Mayor Krausert that Council schedule a single Public Hearing for Bylaw 2024-07 and 2024-08 on September 3, 2024.

**CARRIED UNANIMOUSLY**

**H. NEW BUSINESS**

143-2024 Moved by Mayor Krausert that Council amend the agenda by proceeding with items H3, H6, and H7 now and then continue with item H1 following the lunch break.

**CARRIED UNANIMOUSLY**

**3. Alberta Forestry Mutual Aid Agreement**

144-2024 Moved by Mayor Krausert that Council authorize the Mutual Aid Fire Control Agreement with Alberta Forestry and Parks.

**CARRIED UNANIMOUSLY**

**6. Appointment of Clerk to the Subdivision and Development Appeal Board**

145-2024 Moved by Mayor Krausert that Council appoint Ben Stiver as clerk to the Subdivision and Development Appeal Board for term to end upon expiry of training certification.

**CARRIED UNANIMOUSLY**

**7. Consistency Regarding Undermined Land (verbal report)**

146-2024 Moved by Mayor Krausert that Council require as a condition for approval to develop any new development on undermined lands in Canmore that the subject lands be included within the Canmore Undermining Review Regulation (Alberta Regulation 34/2020) as may be amended from time to time.

**CARRIED UNANIMOUSLY**

147-2024 Moved by Mayor Krausert that Council direct Mayor Krausert to provide letter(s) or other direct communication to the appropriate provincial Minister(s) in support of any applications for any Canmore undermined land to be included within the Canmore Undermining Review Regulation (Alberta Regulations 34/2020) as may be amended from time to time.

**CARRIED UNANIMOUSLY**

148-2024 Moved by Mayor Krausert that Council proceed with item H5, before the lunch break.

**CARRIED UNANIMOUSLY**

**5. CPKC Rail Crossing Replacement at Railway Avenue North**

149-2024 Moved by Mayor Krausert that Council approve a new 2024 capital project for the CPKC Rail Crossing Replacement at Railway Avenue North / 17<sup>th</sup> Street and at the 10<sup>th</sup> Street pedestrian rail crossing for \$520,000 to be funded from the Asset Replacement/Rehabilitation Reserve.

**CARRIED UNANIMOUSLY**

Minutes approved by: \_\_\_\_\_



**Lunch Break 12:05 p.m. – 1:10 p.m.**

- 150-2024           **1. Climate Emergency Action Plan**  
Moved by Mayor Krausert that Council accept the Climate Emergency Action Plan for planning purposes.  
**CARRIED UNANIMOUSLY**
- 151-2024           Moved by Mayor Krausert that Council rescind the 2010 Environmental Sustainability Action Plan, the 2016 Climate Change Adaptation Background Report and Resilience Plan, and the 2018 Climate Action Plan.  
**CARRIED UNANIMOUSLY**
- 152-2024           **2. Electric Vehicle (EV) Charger Install Town Facilities – Cancel Project**  
Moved by Mayor Krausert that Council cancel the 2024 capital project EV Charger Install Town Facilities (CAP 7363) for \$40,000.  
**CARRIED UNANIMOUSLY**
- 153-2024           **4. CAP 7227 Civic Centre Cooling System Replacement Project Budget Increase and Close-out of CAP 7291 Elevation Place Cooling Enhancement Project**  
Moved by Mayor Krausert that Council increase the budget for the Civic Centre Cooling System Replacement (CAP 7227) to \$510,000 with the additional \$235,000, funded from the Asset Replacement/Rehabilitation Reserve.  
**CARRIED UNANIMOUSLY**

**Meeting Break 2:20 p.m. – 2:25 p.m.**

- 154-2024           Moved by Mayor Krausert that Council direct administration to amend Elevation Place Cooling Enhancement for Rooms 207, 208, and 214 (CAP 7291) by adding Rooms 209a/b and reducing the budget to \$141,000 to install only the enhanced air exchange infrastructure, with the remaining \$125,000 returned to the General Municipal Capital Reserve.  
**CARRIED**  
**In favour: Hilstad, Graham, Krausert, Marra, Foubert**  
**Opposed: Mah**

**G. BYLAW APPROVAL**

- 155-2024           **1. Revised Land Use Bylaw Amendment 2024-05 – Political Campaign Signs & Political Campaign Sign Bylaw 2024-06**  
Moved by Mayor Krausert that Council give second reading to Revised Land Use Bylaw Amendment 2024-05 – Political Campaign Signs.  
**CARRIED UNANIMOUSLY**
- 156-2024           Moved by Mayor Krausert that Council give third reading to Revised Land Use Bylaw Amendment 2024-05 – Political Campaign Signs.  
**CARRIED UNANIMOUSLY**
- 157-2024           Moved by Mayor Krausert that Council give first reading to Political Campaign Sign Bylaw 2024-06.

Minutes approved by: \_\_\_\_\_

- 157A-2024                    Moved by Councillor Foubert that Council amend motion 157-2024 by adding:  
amend section 12 by striking out “per day” after “\$50”.  
**CARRIED UNANIMOUSLY**
- 157B-2024                    Moved by Councillor Foubert that Council amend motion 157-2024 by adding:  
amend section 4 by adding “except along Bow Valley Trail” after “Public Place  
or Highway”.  
**DEFEATED**  
**In favour: Foubert, Marra**  
**Opposed: Hilstad, Graham, Mah, Krausert**
- 157-2024                    The vote followed on motion 151-2024 as amended: that Council give first reading  
to Political Campaign Sign Bylaw 2024-06 amended as follows:  
    • amend section 12 by striking out “per day” after “\$50”.  
**CARRIED**  
**In favour: Hilstad, Graham, Mah, Krausert**  
**Opposed: Foubert, Marra**
- 158-2024                    Moved by Mayor Krausert that Council give second reading to Political Campaign  
Sign Bylaw 2024-06.  
**CARRIED**  
**In favour: Hilstad, Graham, Mah, Krausert**  
**Opposed: Foubert, Marra**
- 159-2024                    Moved by Mayor Krausert that Council give leave to go to third reading to Political  
Campaign Sign Bylaw 2024-06.  
**CARRIED UNANIMOUSLY**
- 160-2024                    Moved by Mayor Krausert that Council give third reading to Political Campaign  
Sign Bylaw 2024-06.  
**CARRIED**  
**In favour: Hilstad, Graham, Mah, Krausert**  
**Opposed: Foubert, Marra**

**I. REPORTS FROM ADMINISTRATION – none**

**J. NOTICES OF MOTION – none**

**K. CLOSED SESSION – none**

Minutes approved by: \_\_\_\_\_

**L. ADJOURNMENT**

161-2024

Moved by Mayor Krausert that Council adjourn the July 2, 2024 regular meeting at 3:18 p.m.

**CARRIED UNANIMOUSLY**

\_\_\_\_\_  
Sean Krausert  
Mayor

\_\_\_\_\_  
Ben Stiver  
Municipal Clerk

Minutes approved by: \_\_\_\_\_



# Request for Decision

**DATE OF MEETING:** August 20, 2024 **Agenda #: E 1**

**TO:** Council

**SUBJECT:** Partners for Affordable Housing Funding Request

**SUBMITTED BY:** Sally Caudill, Chief Administrative Officer

**RECOMMENDATION:** That Council approve \$250,000 from the General Municipal Operating Reserve to fund Partners for Affordable Housing and direct administration to work with them to identify up to five community housing developments in Canmore and support a joint application to Canada Mortgage and Housing Corporation (CMHC) for the Capital Connect project for a demonstration initiative grant.

## EXECUTIVE SUMMARY

The Partners for Affordable Housing (Partners) made a presentation to Council at the July 2, 2024, regular business meeting and requested that the Town of Canmore:

1. Match the \$250k investment made by the Government of Alberta.
2. Identify and share with the Foundation the project specifics for up to 5 community housing developments in Canmore that are due to be completed in the next 12 to 18 months that may be experiencing some budget shortfalls to get to completion/or that require a cash injection to lower rents even further below market. Projects can be specific to any vulnerable population, including housing for refugees, asylum claimants, women/female-led households, Indigenous peoples, youth, seniors etc.
3. Lend support to the Foundation's case to CMHC to become the private market partner/caretaker of Capital Connect, a digital marketplace, a platform intended to provide a solution to the current fragmentation of the housing market by centralizing community/affordable housing projects and impact-oriented investors in one space.

## RELEVANT COUNCIL DIRECTION, POLICY, OR BYLAWS

Council approved motion 129-2024:

that Council direct administration to bring a report to the August 20, 2024, regular meeting of council that includes:

- i) a recommendation source of the \$250,000 funding requested should Council decide to approve the request; and
- ii) any other information administration thinks is pertinent to the decision.

## DISCUSSION

The goal of Partners for Affordable Housing is to facilitate nationwide collaboration and coordination among non-profit community housing providers and public, private, and philanthropic supporters (P4 partners) to

attract investment in and funding for the acceleration of more dignified affordable housing. They connect P4 partners to existing resources and knowledge from key players in the sector and raise awareness for this important cause among the public.

Administration had three primary questions for Partners in relation to their requests. First, we wanted to understand the anticipated workload for Town and Canmore Community Housing (CCH) staff would be if Council approved the request. Due to limited staffing resources and significant workload volume, we wanted to understand if getting involved means we would either need to bring on additional resources or stop advancing a different project to be able to turn our attention to this one. In response, Partners provided this a brief overview of what to expect:

- Initial Phase: One-time kick-off meeting and information sharing.
- Ongoing Involvement/Communication: Monthly update meetings and occasional requests for specific input. Partners will handle most of the project management and fundraising tasks. They request Canmore's assistance in reviewing and distributing key communications to ensure participation in the interest holder sessions.
- Resource Support: Partners would require the Town's input to support the formation of a council which includes the key interest holders from the Town of Canmore, CEOs or appropriate representatives from the selected community housing projects, builders, and other local citizens. Partners for Affordable Housing would support and/or organize the governance of and facilitate the operations of the local advisory group. The local advisory group would support fundraising (by identifying prospects and making introductions) as well as provide insights and feedback to Partners to gain an even deeper understanding of the longer-term needs of local housing providers, identify other value-add services and support Partners could provide and build credibility in what Partners can do for community housing providers (i.e. demonstrate Partners' model in action). In addition, these individuals will provide insights into a case for support—a comprehensive document outlining why the community, donors, and organizations should support affordable housing initiatives in Canmore. Partners would also request the committee's involvement in prospect identification and when appropriate, introductions.

Administration should have capacity for the initial kick off and monthly update meetings. The resource support needed for a working committee is more difficult to predict and could become a resourcing/time constraint issue that we cannot predict or comment on at this time.

Our second question was around how Canmore's housing needs would be viewed by potential funders when compared with other communities who will also participate in this project and may have significantly different housing challenges (for example communities with a significant number of refugees, asylum claimants, and/or Indigenous peoples in need of housing). While we are all fully aware of the housing crisis in Canmore, because our need is for non-market housing and less so for social or other supportive housing, we are concerned that it may be difficult to market the needs in Canmore while also funding for needs in communities with more numerous social and supportive housing needs.

Partners responded to this concern by explaining that each community in Alberta was expected to conduct a needs analysis based on the Government of Alberta's (GoA) strategic plan (which Canmore has done and included in Council's June 6, 2023 agenda as part of the Housing Action Plan agenda item). Partners will be collecting these as part of our engagement with each municipality to ensure clarity on needs and

priorities. This will be one of the documents that will formulate the case for support and direct their work. They committed to ensuring that Canmore’s unique needs and specific challenges make a strong case.

Finally, we wanted to understand any risks associated with the \$250k investment. We asked if there was any guarantee of return on investment or any way to manage the financial risk as the ask is not insignificant for a community the size of Canmore and it is equal to the investment made to date by the GoA. In response, the Foundation pointed to their success rate in fundraising including the University of Calgary \$1.4B campaign, Glenbow \$205M campaign, and National Music Centre campaign \$130M. Additionally, Partners has successfully supported the completion of an affordable housing project in Airdrie, raising \$661,775 in corporate and philanthropic donations and \$4M in public sector grants in just over 12 months. See their [Project Illustration](#) for more details.

They also clarified that they are asking each of the municipalities for contribution for their specific projects whereas the GoA’s support was for operating. They envision the money from GoA was the first installment of an ongoing multi-year partnership to support municipalities. They are generally targeting and prioritizing communities who have received accelerator funding to demonstrate the P4 stacking model. However, Canmore is on their radar for several reasons. Their agreement with Canmore would guarantee regular updates, transparent reporting, clear performance metrics, contingency planning and dedicated fundraising support.

**ANALYSIS OF ALTERNATIVES**

N/A

**FINANCIAL IMPACTS**

Administration is recommending that this request be funded from General Municipal Operating Reserve, which has a projected ending balance for 2024 of approximately \$2.4 million. Administration considered funding this request from the Vital Homes Reserve, which also has a projected ending balance for 2024 of approximately \$2.4 million, but given the anticipated future needs for this fund, including the \$250k ongoing operating increase for CCH (which as part of the 2024 budget that was covered from the reserve and will need to be incorporated into the requestion amount), administration is not recommending using that reserve for this funding request.

**INTEREST HOLDER ENGAGEMENT**

Several members of administration along with the Acting Executive Director of Canmore Community Housing met with representatives from Partners for Affordable Housing before the delegation request to Council.

**ATTACHMENTS**

- 1) Partners for Affordable Housing Partnership Proposal

**AUTHORIZATION**

Approved by: Chelsey Gibbons  
Manager of Financial Services Date: July 29, 2024

Approved by: Sally Caudill  
Chief Administrative Officer Date: August 13, 2024

# PARTNERS FOR AFFORDABLE HOUSING

Date: June 5, 2024

Municipality: Canmore

## Partnership Proposal

### Purpose

- To share the purpose and vision of Partners for Affordable Housing Foundation (the “Foundation”)
- To understand the intersection of interests and opportunities between the Foundation and the Town of Canmore
- To propose a unique partnership opportunity between the Town of Canmore, the Government of Alberta, and the Foundation to apply for the Canada Mortgage and Housing Corporation’s (CMHC) Demonstration opportunity (\$250K grant) and facilitate the completion of a small portfolio of community housing developments in Canmore.

### Background

According to a [recent report \(Nov. 2023\) from the Office of the Federal Housing Advocate](#), we need to create **4.4 million permanently affordable and accessible homes** to restore affordability to Canada’s housing system.

Canada’s affordable housing challenges are complex, and currently the public sector and non-profit community housing providers (the “Providers”) are primarily responsible for delivering solutions. Specifically, Providers hold a disproportionate responsibility for managing, sustaining, and growing the programming and capital resources for deeply affordable housing, while there is growing pressure for the public sector to increasingly become responsible to finance this work.

**The approach is neither sustainable nor scalable.**

At the Partners for Affordable Housing Foundation, we believe that a transformative solution lies in a concerted and organized effort through **P4 collaborations (Public + Private/Corporations + Philanthropic + Providers)**, specifically adding corporate community investment and philanthropic funding as active and consistent partners in addressing the crisis. Experience has demonstrated that the philanthropic community, when presented with a credible and well-articulated concept, is less encumbered (faster to fund, little or no red tape, no shareholders or

voter concerns) and allows for more enterprising and entrepreneurial approaches than P3 partners can realize on their own.

Our model was developed based on the **RESOLVE Campaign** which ran successfully in Calgary over six years (2012-2018), raising close to \$300M for affordable housing—approximately 30% of which came from private/philanthropic sources. We believe this case study is an excellent demonstration of how P4 collaborations can radically accelerate investment and construction in affordable housing while creating a united voice in the community on the need for, and impact of, suitable housing for all.

## The Challenge

The challenge of providing for, and attracting investment in, truly affordable housing for our communities largely lies with community housing providers. Through our team's decades of experience working with the charitable sector, the CMHC, as well as more recently through consultation with hundreds of interest holders, including more than 50 community housing providers, we've identified the following barriers preventing community housing providers from delivering affordable housing:

1. Lack of **access to capital** to maintain existing stock and/or add new units.
2. Lack of **capacity** to undertake large capital projects. Providers are faced with balancing social service program delivery and maintaining existing properties, while trying to address long wait lists for services and/or housing. Very few Providers have the construction project management history and experience needed to effectively oversee and manage new capital projects.
3. Lack of effective and experienced **governance** to successfully guide large capital projects, raise funds, mitigate risks, and identify new opportunities.
4. A narrow focus on seeking **limited funding pools** from various levels of government.
5. Fierce **competition** for the limited funds available from traditional funders (government, CMHC, community foundations, etc.) for capital and operations.
6. **Difficulty stacking and scaling** the funding they can secure to effectively manage costs and timelines for projects.
7. Lack of resources and expertise required to effectively raise capital outside of traditional funding sources (e.g., governments, community foundations). Most community housing providers have little, if any, **experience in fundraising**.

**Simply put, there's a gap in the affordable housing ecosystem to generating meaningful conversations with a broader funder ecosystem—the Private and Philanthropic communities—about how they can efficiently make investments that align with their missions and scale the impact of their community support.**



## Solution: Introducing Partners for Affordable Housing

The Partners for Affordable Housing Foundation was incorporated as a non-profit foundation (soon-to-be charity) in 2023. Our goal is to facilitate nationwide collaboration and coordination among non-profit community housing **providers** and **public, private, and philanthropic** supporters (**P4 partners**) to attract investment in and funding for the acceleration of more dignified affordable housing. We connect P4 partners to existing resources and knowledge from key players in the sector and raise awareness for this important cause among the public. A study by Nanos Research, commissioned by CMHC in late 2023, validated the potential value of the model we propose.

Our approach is three-fold:

### 1. Collective investment

When P4 partners come together, investments go further. The Foundation facilitates the stacking of investments combining non-profit affordable housing project opportunities with public, private (corporate) and philanthropic investments across Canada to get projects to market faster. Community housing providers can access “top-up” grant funding to complete funded projects or equity investment to bolster government, public or private financing eligibility.

### 2. Collective voice

The Foundation provides a national and unified voice for individuals, destigmatizing the need for affordable housing, dispelling myths often associated with those most impacted and raising awareness of the front-line organizations developing solutions. We promote the need for greater investment and help Canadians understand the important role they can play.

### 3. Collective knowledge

Within the sector, there is a wealth of resources, tools, and knowledge. The Foundation provides a valuable directory for P4 partners and intends to capitalize on tools like [CMHC's Capital Connect](#) (an online project repository) to bring together social purpose investors/funders and donors with non-profit providers and developers looking to secure project capital.

Our three-year business plan and proforma predict that for every 20 cents invested in the Foundation, we will raise one dollar for affordable housing projects. In other words, **for every million dollars invested, we will generate \$5M of additional investment** to be directed to community housing providers' projects.

As an example of what the Foundation can do, here is a link to the simplified pro-forma for a mixed-use, affordable housing project developed by the Rocky View Foundation in Airdrie, Alberta: [Project Illustration](#). The Partners for Affordable Housing team supported this project by raising \$661,775 in corporate and philanthropic donations and \$4M in public sector grants, and

negotiating nearly \$1M in annual government subsidies. This funding was instrumental in financing operating costs and debt service, achieved within just over a year of our engagement with Rocky View.

## Capital Connect

Capital Connect is a digital marketplace, a platform intended to provide a solution to the current fragmentation of the housing market by centralizing community/affordable housing projects and impact-oriented investors in one space. The initial hypothesis behind the Capital Connect concept theorized that investors want to invest in affordable housing projects and there are projects in need of funding and investments, but they aren't always able to find each other. Through initial testing and piloting, that thesis has proven true.

The initial Capital Connect proof of concept brings together two of the four "Ps" in the Partners for Affordable Housing P4 model (Providers and Private capital). With time, the platform was also intended to connect with housing programs offered by CMHC (the third P – Public contributions) to facilitate the stacking of investments.

The platform has been under development at CMHC for several years and started under the leadership of Steffan Jones when he led the Innovation Team at CMHC. Steffan is now with the Partners for Affordable Housing as Chief Innovation and Partnerships Officer and is in conversation with CMHC to either partner on continuing the Capital Connect journey, or preferably, have the Partners for Affordable Housing become the system's new caretakers.

In either case, the Partners for Affordable Housing would now like to accelerate the scaling of the Capital Connect platform to include all community housing projects across Canada that are in development, and most importantly, add the fourth P to the mix – Philanthropic contributions. This is one of the key missing ingredients in many community housing developments that could unlock the delivery of new affordable housing and truly affordable rent levels. Select municipal and provincial partners, such as the Town of Canmore and the Government of Alberta, could be key advocates in helping to continue to scale Capital Connect's capabilities, as well as deliver practical results for community housing providers.

## Partnership Opportunity with the Town of Canmore and the Government of Alberta

We have received initial seed funding from the Government of Alberta of \$250K to begin demonstrating our solution in the province. We are now seeking to explore a partnership with the Town of Canmore in collaboration with the Government of Alberta, to expedite your affordable housing action plans.

We aim to leverage the Government of Canada's Demonstration Initiative Program, administered via CMHC, as additional support. We have other grant applications in various stages of assessment and continue to seek additional support from corporate and individual

philanthropists. While this partnership is not contingent on the CMHC grant, receiving it would amplify funding support, garner federal attention and national recognition. The proposed partnership would be as follows:

- The Town of Canmore, Government of Alberta, and the Foundation to partner to submit a joint Demonstration Initiative proposal to CMHC during the next application window. Funding of \$250K will be requested.

The partnership could be comprised of the following:

- The Town of Canmore would:
  - Match the \$250K investment made by the Government of Alberta.
  - Identify and share with the Foundation the project specifics (or refer the Foundation to community housing providers) for up to 5 community housing developments in Canmore that are due to be completed in the next 12 to 18 months that may be experiencing some budget shortfalls to get to completion/or that require a cash injection to lower rents even further below market. Projects can be specific to any vulnerable population, including housing for refugees and asylum claimants, women/female-led households, Indigenous peoples, youth, seniors etc.
  - Lend support to the Foundation's case to CMHC to become the private market partner/caretaker of Capital Connect.
- The Government of Alberta would:
  - Lend support to Foundation's case to CMHC to become the private market partner/caretaker of Capital Connect.
  - Provide a key provincial contact to liaise with the Foundation on an ongoing basis in support of the province's initial investment to support research and evaluation of the Foundation's model in Alberta.
- The Partners for Affordable Housing Foundation would:
  - Assign one of our highly skilled fundraisers with support from our larger team of strategy, fundraising, marketing, housing professionals, to be dedicated to Canmore's community housing portfolio to multiply the Town's investment in the Foundation by generating philanthropic donations and community investments that can be used to accelerate the completion of the Canmore community housing portfolio (the 3 to 5 developments identified).
  - Distribute digital storytelling campaigns throughout Canmore and the province to advocate for and attract funding that is specific to Canmore's community housing portfolio.
  - Conduct focus groups with community housing providers, as well as broader research activities, to understand the full needs of providers, identify other value-add

Foundation services and support and build credibility in what the Foundation can do for community housing providers (i.e. prove the Foundation's model).

## Projected Effort and Resource Allocation for the Town of Canmore

As part of this partnership between the Foundation and Town of Canmore, below is a brief overview of the anticipated workload and expectations for the Town:

1. Initial Phase:
  - One-time kick-off meeting and information sharing.
2. Ongoing Involvement/Communication:
  - Monthly update meetings
  - Occasional requests for specific input.
  - The Foundation will handle the majority of project management and fundraising tasks.
  - We request your team's assistance in reviewing and distributing key communications to ensure participation in interest holder sessions and research activities.
3. Resource Support:
  - Form a project team which includes the key interest holders from the Town of Canmore, CEOs from the selected community housing projects and builders.
  - Form an advisory council with local citizens to support fundraising this would include prospect identification and when, appropriate, introductions.
  - We request involvement from the project team and advisory council to inform and provide insights into the development of a case for support. This comprehensive document will outline why the community, donors, and organizations should support affordable housing initiatives in Canmore.

We welcome the opportunity to explore this partnership in greater detail. The objective of the proposal would be to be able to actively market and fundraise for the aforementioned portfolio of community housing projects by the fall of 2024, with an opportunity to promote and celebrate the Foundation and this partnership on National Housing Day in November.

## For More Information

Please visit our website: [pfah.ca](http://pfah.ca)

Please **watch** or **listen** to the On the Way Home podcast recording to meet two of the Foundation's founders, Jolene Livingston and Steffan Jones.

### Contact:

Jolene Livingston, [jolene@pfah.ca](mailto:jolene@pfah.ca), (403) 703-2631

Steffan Jones, [steffan@pfah.ca](mailto:steffan@pfah.ca), (613) 290-1811



# Request for Decision

**DATE OF MEETING:** August 20, 2024 **Agenda #: E 2**

**TO:** Council

**SUBJECT:** Canmore Eagles Accounts Payable Repayment Agreement

**SUBMITTED BY:** Marg Szamosfalvi, Manager of Recreation  
Chelsey Gibbons, Manager of Finance

**RECOMMENDATION:** That Council uphold the terms of the 2018 Accounts Payable Repayment Agreement with the Canmore Eagles.

## EXECUTIVE SUMMARY

Since 2011 the Town of Canmore has been working with the Canmore Eagles Hockey Club to collect unpaid facility rental fees. The collection of the unpaid fees has been governed by a series of agreements, the most recent Accounts Payable Repayment Agreement with the Canmore Eagles Hockey Club was signed in 2018 and is set to expire on September 15, 2024. Upon expiry, a balance of \$67,450.08 (plus accrued interest at 0.5% above prime) of the initial \$151,332 amount will be due immediately. In July of 2024, Darryl Lockwood, President of the Club, appeared as a delegation before Council requesting that the Town forgive the balance of the debt.

## RELEVANT COUNCIL DIRECTION, POLICY, OR BYLAWS

By way of Council Motion #334-11 the Town entered into a three-year Ice Rental Payment Deferral Agreement with the Canmore Eagles Hockey Club on September 6, 2011. This agreement was replaced by an Accounts Payable Repayment Agreement in August of 2014 (Motion #184-2014).

(Motion #184-2014). That council enter into a Deferred Ice Rental Payment Agreement with the Canmore Eagles Hockey Team according to the following terms and conditions.

- a. The Canmore Eagles Hockey Team will:
  - i. pay for all ice and associated facility rentals on a current basis.
  - ii. make the first payment on the outstanding debt related to deferred ice rental payments on or before September 15, 2015, and in an amount of no less than \$10,000, plus accrued interest at 0.5% above the prime rate.
  - iii. retire the total of ice rental payments deferred, \$151,332, by September 1, 2024, at the latest.
  - iv. not let total indebtedness exceed \$500,000 without the expressed written permission of the Town of Canmore and with Canmore Eagles required to notify the Town if total indebtedness exceeds \$450,000.
  - v. provide the Town with annual financial statements by July 31 of each year that deferred ice rental payments remain outstanding.

- vi. pay all outstanding deferred ice rental payments and accrued interest immediately to the Town of Canmore, in the event that the team is sold or any of the above conditions are breached.

In 2018 the Club's total indebtedness exceeded the amount specified in the agreement. As a result, On July 3, 2018, Council directed Administration to enter into an updated agreement.

(#162 - 2018). That Council direct administration to enter into a new Deferred Ice Rental Payment Agreement with the Canmore Eagles Hockey Team to replace the 2014 agreement.

The 2018 agreement contained the following terms:

- Pay for all ice and associated facility rentals on a current basis.
- Agree that no more fees will be deferred and that the Club will pay annual installments in the amount of \$10,000 minimum [towards the deferred fees], plus accrued interest (prime + 0.5%), paid annually on September 15, commencing September 15, 2018. The remaining balance and accrued interest are due September 15, 2024.
- Not allow the Club's total debt level to exceed \$552,000 without written consent from the Town.
- Provide regular and ongoing financial reporting to the Town.
- Pay all outstanding deferred ice rental payments and accrued interest immediately to the Town of Canmore, in the event that the team is sold or any agreement conditions are breached.
- Provide the Town of Canmore with a report that clearly outlines the financial arrangement and governance structure between the Canmore Eagles and Pinnacle Hockey.
- The Club will not make distributions in the way of dividends, bonuses, repayments of loans or increase in salary to related Club Individuals.
- Execute a Promissory Note to allow the Town to secure payment of the unpaid fees by executing the General Security Agreement (attached to the Accounts Payable Repayment Agreement), which the Town will register at the Alberta Personal Property Registry.

On December 3, 2019, Council passed Motion's #259-2019, #258-2019, and #257-2019 directing administration to:

- 1) Utilize \$10,000 to construct a bar in room 230, to be funded by sponsorship agreements for the Canmore Recreation Center received in 2019 within Town Operations;
- 2) Reduce the Eagles facility rental rates by \$8,500/year;
- 3) Amend the 2018 Accounts Payable Repayment Agreement as presented.

The 2018 agreement was amended to provide greater clarity regarding due dates, timing of payments and default to assist both the Eagles and administration moving forward.

On November 15, 2022, administration provided Council with an up-date on the status of the Club's performance under the agreement conditions and informed Council that administration had received a request from the Club to further defer their minimum payment they were unable to make during the pandemic shutdown. The Town extended the deadline to March 31, 2023.

On July 3, 2024 the Club appeared as a delegation before Council requesting the balance of the debt due on September 15, 2024 be forgiven and Council passed motion #130-2024.

(Motion #130-2024) That Council direct administration to bring a report to the August 20, 2024, regular meeting of council that includes:

- i) any additional information that administration thinks is pertinent to the decision; and
- ii) a recommendation with respect to the decision.

**DISCUSSION**

The Canmore Eagles Hockey Team was founded in 1995 and has provided an opportunity for some local hockey players to develop their skills and compete at a high level without leaving home. The team is a junior athletic organization. They entertain an average of 400 residents at each of their 30 home games. They also contribute to the community through player volunteerism throughout the season. The team has made great strides over the past few years in integrating its players and coaches into the Canmore Minor Hockey Association, improving skill development, and educating volunteer coaches. The head coach and board members have also been creative and undertaken a variety of initiatives in an effort to support the financial position of the Eagles and continue to further develop off-season revenue streams from spring and summer development programs.

*Agreement Performance*

Below is a summary of the Eagles performance under the amended 2018 Accounts Payable Repayment Agreement.

<b>Primary Agreement Conditions</b>	<b>Eagles Performance</b>
<ul style="list-style-type: none"> <li>• No more fees will be deferred. The Club will pay for all ice and associated facility rentals on a current basis.</li> </ul>	<ul style="list-style-type: none"> <li>• With the exception of fees deferred at the start of the COVID pandemic, the Eagles have generally operated in alignment with this clause.</li> </ul>
<ul style="list-style-type: none"> <li>• Not allow the Club’s total debt level to exceed \$552,000 without written consent from the Town.</li> </ul>	<ul style="list-style-type: none"> <li>• In 2018 the Club temporarily exceeded the specified debt level. Based on their most recent financial statement (year ending June 30, 2023), the Club has \$543,983 in debt.</li> </ul>
<ul style="list-style-type: none"> <li>• Pay all outstanding deferred ice rental payments and accrued interest immediately to the Town of Canmore, in the event that the team is sold or any agreement conditions are breached.</li> </ul>	<ul style="list-style-type: none"> <li>• Clause not exercised.</li> </ul>
<ul style="list-style-type: none"> <li>• Provide the Town of Canmore with a report that clearly outlines the financial arrangement and governance structure between the Canmore Eagles and Pinnacle Hockey.</li> </ul>	<ul style="list-style-type: none"> <li>• A presentation was given to the Committee of the Whole on July 16, 2019 in response to this clause.</li> </ul>
<ul style="list-style-type: none"> <li>• Execute a Promissory Note to allow the Town to secure payment of the unpaid fees by executing the General Security Agreement (attached to the Accounts Payable Repayment Agreement), which the Town will register at the Alberta Personal Property Registry.</li> </ul>	<ul style="list-style-type: none"> <li>• Executed following the signing of the 2018 Accounts Payable Repayment Agreement.</li> </ul>

<ul style="list-style-type: none"> <li>The Club will not make distributions in the way of dividends, bonuses, repayments of loans or increase in salary to related Club Individuals.</li> </ul>	<ul style="list-style-type: none"> <li>Administration believes the Club has upheld this term of the agreement.</li> </ul>
<ul style="list-style-type: none"> <li>The Club will pay annual installments in the amount of \$10,000 minimum [towards the deferred fees], plus accrued interest (prime + 0.5%), paid annually on September 15, commencing September 15, 2018. The remaining balance and accrued interest are due September 15, 2024.</li> </ul>	<ul style="list-style-type: none"> <li>On a number of occasions unrelated to the pandemic, the Club has not made their annual minimum payment on time. In 2022 the Club requested additional time to make the annual minimum payment, this request was granted.</li> </ul>

Year	Anticipated Balance - Based on Minimum Annual Payments	Actual Balance	Variance
Starting	\$ 127,353.60	\$ 127,353.60	\$ 0
2018	\$ 117,353.60	\$ 117,450.08	-\$ 96.48
2019	\$ 107,353.60	\$ 107,450.08	-\$ 96.48
2020	\$ 97,353.60	\$ 128,797.17	-\$ 31,443.57
2021	\$ 87,353.60	\$ 108,797.17	-\$ 21,443.57
2022	\$ 77,353.60	\$ 87, 450.08	-\$ 10,096.48
2023	\$ 67,353.60	\$ 67,450.08	- \$ 96.48

Since the 2018 agreement, the Club has only made the minimum required payment amount of \$10,000 + interest annually. The agreement does state “The Club shall have the option to make lump sum payments to reduce the total amount of Unpaid Fees owing up to and including the entire balance at any time during the Term.”

*Upcoming Costs Identified in Letter and Benefit to Other Facility Users*

In the letter submitted by the Club, and referenced in their presentation, were several upcoming costs, related to equipment or enhancements that would become part of the Canmore Recreation Centre. Administration has not identified these enhancements as priorities for the facility and they are not included in operating or capital budgets/plans. Administration is not aware of any engagement with other users on the value of these potential enhancements.

Item	Administration Notes
\$10,000 owing to Canmore Minor Hockey for installation of seats in the renovated Recreation Centre.	None.



<p>\$5,000 for cameras to be placed along the ice along with \$3,000 per year for the required subscription to run them. The Canmore Eagles are required by the Alberta Junior Hockey League (AJHL) to have these cameras for review of on ice calls.</p>	<p>None.</p>
<p>A potential \$20,000 upgrade to the arena's sound system to enhance the fan experience. This would also be supported by Canmore Minor Hockey and would benefit other ice users such as figure skating.</p>	<p>The Town of Canmore recently upgraded the sound system in the Alex Kaleta arena.</p>
<p>We would like to look at a larger information screen within the arena like a mini jumbo-tron, but wall mounted, estimated at \$20,000 plus.</p>	<p>Structural loading tests indicate that there is limited capacity to increase load on the ceiling/walls. It may not be feasible to add a jumbo-tron or similar type of display.</p>

*AJHL – Recent Changes*

Partway through the 2023/2024 hockey season five of sixteen teams in the AJHL indicated that they would be leaving the league to join the British Columbia Hockey League (BCHL) for the 2024/2025 season. It is unclear what, if any, impact this change will have to the viability of the teams that remain part of the AJHL.

*Ongoing Town of Canmore Support*

Currently the Town of Canmore is assisting the Canmore Eagles in the following ways:

- Working with the Eagles cash flow challenges by scheduling payments to be made when the Eagles anticipate having funds available as opposed to requiring the Club to pay bills on a more standard schedule.
- Connected the Eagles to the Hockey Canada Foundation who has been able to issue tax receipts on their behalf.
- Allowing the Club to continue to operate with a significant debt to the town while charging a low interest rate.
- Leasing space to the Club (dressing room/office) for a nominal fee.
- Providing either low cost or complimentary service (assistance with facility setup/game logistics, ice logo and advertisement installation).
- Worked with the Eagles to construct a bar in room 230 at the CRC which was funded by sponsorship revenues.
- Allow the Eagles to utilize arena boards and wall space in the Alex Kaleta arena to generate sponsorship revenue. The Eagles manage these sponsorships and keep 100% of the profits.

**ANALYSIS OF ALTERNATIVES**

1. Council could direct administration to **extend the current repayment agreement with the Eagles.** The Eagles have indicated that, if required, they are able to continue to make the annual minimum payment of \$10,000 plus interest but that increasing the annual minimum payment is likely to stretch the Club.

To proceed with this alternative the motion would be: That Council directs administration to extend the Accounts Payable Repayment Agreement to September 15, 2030.

- 2. Council could **forgive the remaining balance of the repayment agreement and 2023/2024 interest**, however this alternative is not recommended. Should the Club be sold, the Town would no longer be in the position to collect the remaining portion of the unpaid debt on behalf of Canmore taxpayers. In addition, forgiving the remaining balance could set an expectation with other community groups who have historically made their payments. In addition

To proceed with this alternative the motion would be: That Council forgive the balance of \$67,450.08 plus any interest payable by the Canmore Eagles Hockey Club to the Town of Canmore under the Accounts Payable Repayment Agreement.

**FINANCIAL IMPACTS**

Annual facility rental fees collected from the Club totally approximately \$60,000 annually. Many of the timeslots booked by the Club are in “non-prime time” and have a lower likelihood of being booked by other users.

As the balance owing is currently recorded as an Accounts Receivable, writing off the amount in this year would have a negative impact on current year results.

Additionally, requests of this nature take significant time to address and erode the value provided by signed mutually agreed upon arrangements.

**INTEREST HOLDER ENGAGEMENT**

Administration continues to spend a considerable amount of time pursuing the Club regarding items of compliance, financial statements, and repayment of deferred ice rental fees.

**ATTACHMENTS**

- 1) 2019 Amending Agreement
- 2) 2018 Accounts Payable Repayment Agreement

**AUTHORIZATION**

Submitted by:	Marg Szamosfalvi Manager of Recreation	Date:	July 30, 2024
Submitted by:	Chelsey Gibbons Manager of Financial Services	Date:	July 29, 2024
Approved by:	Scott McKay GM of Municipal Services	Date:	August 2, 2024
Approved by:	Sally Caudill Chief Administrative Officer	Date:	August 13, 2024

This Amending Agreement (the “**Amending Agreement**”) made the 4 day of December, 2019  
(the “**Effective Date**”)

Between:

**The Town of Canmore**

A municipality incorporated under the Municipal Government Act, R.S.A.

2000, c. M-26, as amended, (Hereinafter

referred to as the “**Town**”)

- and -

**THE CANMORE EAGLES JUNIOR “A” HOCKEY CLUB**

A non-profit organization, being a society incorporated under the Alberta

Societies Act

(Hereinafter referred to as the “**Club**”)

**AMENDING AGREEMENT**

**WHEREAS:**

- A. The Town and the Club entered into an Accounts Payable Repayment Agreement dated September 28, 2018 wherein the Town agreed to a six-year repayment plan for the repayment of accrued ice rental fees (by way of Council Motion #162 – 2018) by the Club.
- B. The Town and the Tenant have elected to amend the Accounts Payable Repayment Agreement, on the terms and conditions set out in this Amending Agreement.

**IN CONSIDERATION** of the mutual covenants and other good and valuable consideration from each party to the other, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties covenant and agree as follows:

- 1. Except as set forth herein, terms defined in the Accounts Payable Repayment Agreement will have the same meaning where used in this Amending Agreement.
- 2. Notwithstanding any other provision in the Accounts Payable Repayment Agreement, the parties agree as follows:
  - (a) Expand section 1 to include, “1.n Fiscal Year – means the Canmore Eagles fiscal year which runs from July 1<sup>st</sup> to June 30<sup>th</sup>.”
  - (b) Expand section 2 to with the following: “2.e Any payment schedule proposed by the club (as outlined in 2.b) must ensure that fees for usage occurring within a given fiscal year are paid by August 1<sup>st</sup> of the following fiscal year.”
  - (c) Revise section 4.d to indicate that, “audited financial statements are to be submitted by the club by September 31<sup>st</sup> of each year of the term”.

(d) Revise section 5.1.i to read, "If the Club fails to make the payments set out in Articles 2(b), 2(e) and 4(a) of this Agreement;

(e) Revise section 7.a to read, "Any notice to the Club shall be valid and effective if delivered or sent by registered mail, postage prepaid, addressed to the Club at: 7 Industrial Pl, Canmore, AB T1W 1Y1, Attention: Board of Directors President The Club may from time to time notify the Town of a change in its address or facsimile number for all purposes hereof.


3. Save and except as set forth herein, all other terms, conditions and provisions of the Accounts Payable Repayment Agreement will remain in full force and effect.

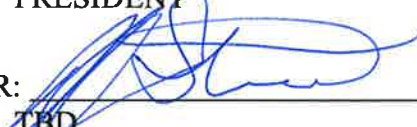
4. This Amending Agreement shall be binding upon and enure to the benefit of each of the parties and their respective heirs, administrators, successors and assigns.

5. This Amending Agreement may be executed in counterpart and transmitted by electronic means and each executed counterpart, or electronically delivered version thereof shall, for all purposes, be deemed an original and shall have the same force and effect as an original, all of which together shall constitute, in the aggregate, one and the same instrument.


IN WITNESS WHEREOF the parties have properly executed this Amending Agreement as of the Effective Date.

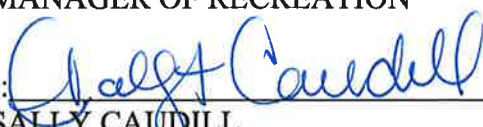
**CANMORE EAGLES  
JUNIOR "A" HOCKEY CLUB**

PER:   
DARRYL LOCKWOOD,  
PRESIDENT

PER:   
TBD  
CANMORE EAGLES BOARD  
MEMBER

**THE TOWN OF CANMORE**

PER:   
JIM YOUNKER,  
MANAGER OF RECREATION

PER:   
SALLY CAUDILL,  
GM OF MUNICIPAL SERVICES

**ACCOUNTS PAYABLE REPAYMENT  
AGREEMENT**

THIS AGREEMENT dated the 28 day of ~~August~~ <sup>Sept.</sup>, 2018 and supercedes any previous existing agreements. BETWEEN:

**THE CANMORE EAGLES JUNIOR "A" HOCKEY CLUB**

A non-profit organization, being a society incorporated under the Alberta Societies Act  
(Hereinafter referred to as the "**Club**")

OF THE FIRST PART

AND:

**TOWN OF CANMORE**

A municipality incorporated under the Municipal Government Act, R.S.A. 2000, c. M-26, as amended,  
(Hereinafter referred to as the "**Town**")

OF THE SECOND PART

WHEREAS the Club has accumulated a significant debt to the Town for accrued and unpaid ice rental fees;

AND WHEREAS Town Council has approved a six year repayment plan for the repayment of accrued ice rental fees by way of Council Motion #162 - 2018:

AND WHEREAS Council has direct Administration to enter into a six year agreement with the Club for the orderly payment of the unpaid ice rental fees in accordance with the Motion;

AND WHEREAS the Club is desirous of entering into the agreement proposed by the Town;

NOW THEREFORE IN CONSIDERATION of the covenants and agreements herein contained and for other good and valuable consideration (the receipt and adequacy whereof are hereby acknowledged, the parties hereto agree as follows:

## 1. DEFINITIONS

- a) **“Administrative Liaison”** means the Town representative who is appointed by the Chief Administrative Officer to work with the Club at the Board level, and manage relevant agreements.
- b) **“Board”** means the Board of Directors of the Club.
- c) **“Chief Administrative Officer”** means the Chief Administrative Officer of the Town.
- d) **“Deferral”** means a cost that is accounted for in latter accounting period for its anticipated future benefit.
- e) **“Event of Default”** means the occurrence of an event as described in Article 5 of this Agreement which allows the Town to demand the immediate payment of the Unpaid Fees.
- f) **“Fees”** means the rental fees paid by the Club to the Town for the use of the Canmore Recreation Centre, including ice rentals, office space and any other space used or occupied by the Club at the Canmore Recreation Centre, pursuant to the Lease Agreement and any rental invoices.
- g) **“Indebtedness”** means all amounts due and payable by the Club to any third party, including all principal, interest, interest on overdue interest, and premium, if any, and specifically including the Unpaid Fees and the Interest Payment.
- h) **“Interest Payment”** means the annual amount of interest calculated on the Unpaid Fees and which shall be paid by the Club to the Town on each anniversary date of this Agreement.
- i) **“Interest Rate”** means the rate at which interest is paid by the Club on the Unpaid Fees which, for the purposes of this Agreement (unless otherwise specified), will be calculated at the average annual Bank of Canada Prime Rate plus 0.5% and which will be calculated monthly, not in advance.
- j) **“Lease Agreement”** means the executed Lease Agreement between the Town and the Club dated January 1, 2016, which outlines both party’s expectations and responsibilities with respect to use by the Club of the Canmore Recreation Centre.
- k) **“Team”** means the Canmore Eagles Junior “A” Hockey Team operated by the Club.

- 3 -

- l) **“Term”** means the term of this Agreement, which will be from the date of execution to September 15, 2024 or the payment in full of the Fees, whichever is sooner.
- m) **“Unpaid Fees”** means the Fees that are unpaid by the Club to the Town which are overdue as of the date of this Agreement, which total \$127,354.

## **2. REPAYMENT OF FUTURE FEES AND PAYMENT OF UNPAID FEES**

- a) The Town hereby agrees that the Unpaid Fees will be paid by the Club to the Town in accordance with Article 4 of this Agreement.
- b) The parties agree that no more Fees will be deferred and that the Club will pay for all future Fees within 30 days of receiving invoices from the Town. In the event that a current invoice cannot be paid, immediately advise the Town, in writing, within that 30 day invoice window and outline when payment will be made including interest at a rate 4% annually (simple interest charged monthly), which payment schedule may or may not be accepted by the Town, acting reasonably.
- c) The deferral of collection of the Unpaid Fees will continue for only so long as the Team is owned and operated by the Club in Canmore, Alberta.
- d) If the Team is sold or is transferred from Canmore, Alberta, the parties hereby agree that the Unpaid Fees shall be immediately due and will be paid in full by the Club to the Town without protest or claim of set-off.

## **3. REPRESENTATIONS, WARRANTIES AND COVENANTS**

- a) Except as otherwise disclosed herein, the Club hereby represents and warrants to the Town, and acknowledges that the Town is relying on these representations and warranties in entering into this Agreement, as follows:
  - i) The Club is a valid and subsisting non-profit organization under the laws of the Province of Alberta and has full capacity and power to carry on its business and further has the power and is duly authorized to enter into, execute and deliver this Agreement;
  - ii) All operations to be conducted by the Club will be conducted in compliance with the terms and conditions set out in the Lease Agreement; and
  - iii) The Club’s total Indebtedness shall not exceed \$552,000 without the advance written consent of the Town.

## **4. AMOUNT AND PAYMENT OF FEES**

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- a) The Club shall make a payment or payments to the Town, in a total amount of no less than \$10,000 plus any accrued Interest Payment, on or before September 15 in each year of this Agreement over the Term, with the first payment being due by September 15, 2018. The Unpaid Fees will be paid in full on or before September 15, 2024.
- b) The Club shall have the option to make lump sum payments to reduce the total amount of Unpaid Fees owing up to and including the entire balance at any time during the Term.
- c) The Club will execute the Promissory Note attached as Schedule A to this Agreement ("**Promissory Note**"). The Club will further allow the Town to secure payment of the Unpaid Fees by executing the General Security Agreement attached as Schedule B to this Agreement, which the Town will register at the Alberta Personal Property Registry.
- d) The Board will provide regular and ongoing financial reporting to the Town, a minimum of two times per year in December and April or any such other time as requested by the Administrative Liaison. In addition, the Board shall provide the Administrative Liaison audited financial statements for the Club by July 31 of each year of the Term, commencing on July 31, 2018.
- e) Before the conclusion of the 2018 – 2019 season, the Board will provide the Town of Canmore with a report that clearly outlines the financial arrangement and governance structure between the Canmore Eagles and Pinnacle Hockey.

## 5. DEFAULT

- a) Each and every of the following events shall constitute an event in default of this Agreement ("**Event of Default**"):
  - i) If the Club fails to make the payments set out in Articles 2(b) and 4(a) of this Agreement;
  - ii) If the Club neglects to carry out or observe any of the representations, warranties or covenants contained in Article 3 above or if any of the representations, warranties or covenants contained in Article 3 above become untrue or are inaccurate;
  - iii) If the Club ceases, or threatens to cease operations;
  - iv) If the Club make any distributions by way of dividends, bonuses or repayment of loans to any of its directors, officers, employees or anyone not at arm's length or should an increase be made to the salary or other remuneration of any of the Club's directors, officers, contractors or employees (including owners, employees, or those otherwise involved with Pinnacle Hockey Inc.) without the prior written consent of the Town, acting reasonably.
- b) Upon the occurrence of an Event of Default, the Town shall provide notice of same to the Club and the Club shall have 5 business days to cure the Event of Default.



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- c) Upon the occurrence of an Event of Default which is not cured, the Town may declare the remaining Unpaid Fees plus all accumulated interest immediately due and payable by the Club without protest or claim of set-off by the Club and can immediately move to enforce the Promissory Note.
- d) Upon the occurrence of an Event of Default which is not cured, the Town may also at its own option declare the Lease Agreement immediately void and the Club shall immediately vacate any property occupied by it in the Canmore Recreation Centre and deliver up same without protest.

## 6. TERMINATION

- a) This Agreement will automatically be deemed as terminated on the last day of the Term or on one day prior to the Club becoming bankrupt or filing for creditor protection, so as to avoid any bankruptcy trustee obtaining the benefit of this Agreement.

## 7. NOTICES

- a) Any notice to the Club shall be valid and effective if delivered or sent by registered mail, postage prepaid, addressed to the Club at:

P.O Box 8131, Canmore, Alberta T1W 2T9  
Attention: Board of Directors President

The Club may from time to time notify the Town of a change in its address or facsimile number  
for all purposes hereof.

- b) Any notice to the Town shall be valid and effective if delivered or sent by registered mail, postage prepaid, addressed to the Town at:

902 7th Ave., Canmore, Alberta T1W 3K1  
Attention: Chief Administrative Officer

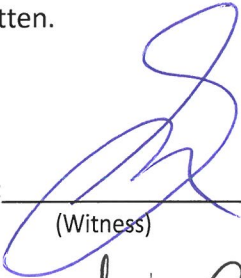
The Town may from time to time notify the Club of a change in its address or facsimile number  
for all purposes hereof.


- c) Any notice given by mail shall be deemed to have been received on the fifth business day following the date of mailing unless delivery by mail is likely to be delayed by strike or slowdown of postal workers, in which event it shall be delivered by hand or transmitted by facsimile. Any notice delivered by hand or facsimile shall be deemed to have been received on the date of such delivery if such date is a business day and such delivery was made during normal business hours; otherwise it shall be deemed to have been received on the next business day following such delivery.

## 8. MISCELLANEOUS

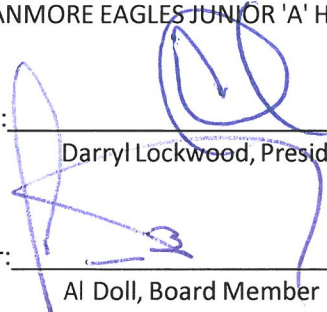
- a) It is hereby declared and agreed that this Agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns respectively, and the said terms and references herein in singular and masculine gender shall also include the plural number and feminine (and neutral in the case of a corporation) gender when the context so requires.
- b) This Agreement shall be construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.
- c) This Agreement may not be assigned by either party.
- d) All money amounts referenced in this Agreement are payable in Canadian funds.


IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals, attested to by the hands of their duly authorized officers in that behalf on the day and year first above-written.

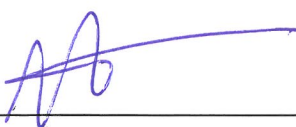
Per:   
 \_\_\_\_\_  
 (Witness)

Per:   
 \_\_\_\_\_  
 (Witness)

CANMORE EAGLES JUNIOR 'A' HOCKEY CLUB

Per:   
 \_\_\_\_\_  
 Darryl Lockwood, President

Per:   
 \_\_\_\_\_  
 Al Doll, Board Member

Per:   
 \_\_\_\_\_  
 (Witness)

Per:   
 \_\_\_\_\_  
 (Witness)

TOWN OF CANMORE

Per:   
 \_\_\_\_\_  
 Sally Caudill, GM of Municipal Services

Per:   
 \_\_\_\_\_  
 Scott McKay, Acting Manager of Recreation

**SCHEDULE A**

**PROMISSORY NOTE**

DUE: September 15, 2024

\$127,354

FOR VALUE RECEIVED, the undersigned promises to pay to the TOWN OF CANMORE, or to its order, the sum of ONE HUNDRED AND TWENTY-SEVEN THOUSAND THREE HUNDRED AND FIFTY-FOUR Dollars (the "Principal Sum"), by annual installments in the amount of \$10,000 each, plus accrued interest, payable on the 15<sup>th</sup> day of September each year, commencing September 15, 2018, and with the remaining balance and accrued interest due on September 15, 2024.

THE PRINCIPAL SUM shall bear interest at a rate equal to the Bank of Canada prime rate plus 0.5%, per annum, calculated monthly, not in advance. Payments shall be applied firstly to interest and secondly to reduction of the Principal Sum.

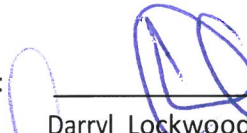
THE UNDERSIGNED shall have the right to pay at any time, the whole or any portion of the balance of the Principal Sum remaining owing, without notice, penalty or bonus of interest.

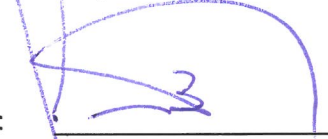
IF THE UNDERSIGNED defaults in any payment of principal under this note or defaults under any security given to secure this note, the unpaid balance shall become due and payable in full at the option of the holder of this note.

THE UNDERSIGNED waives presentment, demand, notice of presentment and notice of dishonour of the within note.

DATED the 28 day of Sept., 2018.

**CANMORE EAGLES JUNIOR 'A' HOCKEY CLUB**

Per:   
\_\_\_\_\_  
Darryl Lockwood, President

Per:   
\_\_\_\_\_  
Al Doll, Board Member

## SCHEDULE B

### GENERAL SECURITY AGREEMENT

THIS GENERAL SECURITY AGREEMENT made effective July 3, 2018, by CANMORE EAGLES JUNIOR 'A' HOCKEY CLUB (the "Debtor") to and in favour of the TOWN OF CAMORE (the "Secured Party").

#### **1. DEFINITIONS**

All capitalized terms used in this Agreement and in any schedules attached hereto shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the Personal Property Security Act of Alberta, as in force at the date of this Agreement, which Act including amendments thereto and any Act substituted therefor and amendments thereto is herein defined as the "PPSA".

#### **2. SECURITY INTEREST**

As continuing security for the payment and performance of all debts, liabilities and obligations of the Debtor to the Secured Party howsoever arising (past, present and future, absolute and contingent) (the "Indebtedness") the Debtor grants, assigns, mortgages, pledges and charges, as and by way of a specific mortgage, pledge and charge, and grants a Security Interest to and in favor of the Secured Party in the undertaking of the Debtor and in all real property and all present and after-acquired personal property of the Debtor and in all personal property referred to in Schedule "A" and in all Proceeds and renewals thereof, Accessions thereto and substitutions therefor (the "Collateral"). The Debtor warrants and acknowledges to and in favor of the Secured Party that:

- a. The parties intend the Security Interest hereby constituted in its existing property to attach upon execution and delivery hereof;
- b. The parties intend the Security Interest created in after-acquired property of the Debtor to attach at the same time as it acquires rights in the said after-acquired property; and,
- c. Value has been given.

#### **3. CONTINUOUS INTEREST**

The mortgage, pledge, charge and Security Interest hereby created shall be a continuous charge notwithstanding the Indebtedness may be fluctuating and even may from time to time, and at any time, be reduced to a nil balance and notwithstanding monies advanced may be repaid and further advances made to or to the order of the Debtor or in respect of which the Debtor is liable.

#### **4. AUTHORIZED DEALING WITH COLLATERAL**

Until Default, or until the Secured Party provides written notice to the contrary to the Debtor, the Debtor may deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor may not, and agrees that it will not, without the prior written consent of the Secured Party:

- a. Sell or dispose of any of the Collateral otherwise than for fair market value in the ordinary course of the Debtor's business as it is presently conducted and for the purpose of carrying on that business; or

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- b. Create or incur any Security Interest, lien, assessment, or encumbrance upon any of the Collateral which ranks or purports to rank, or is capable of being enforced in priority to or equally with the Security Interest granted under this Agreement, except Purchase Money Security Interests and Leases incurred in the ordinary course of the Debtor's business.

If the Collateral comprises any Securities, Chattel Paper, Instruments, Money or Documents of Title, the Debtor will, upon request, deliver the same to the Secured Party and will allow the Secured Party to retain possession of the same.

## 5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor hereby represents and warrants with the secured party that:

- a. The Collateral is owned by the Debtor free of all Security Interests, mortgages, liens, claims, charges or other encumbrances (hereinafter collectively called "Encumbrances"), save for those Encumbrances that have been previously disclosed in writing to the Secured Party and approved in writing by the Secured Party;
- b. Each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor") and the amount represented by the Debtor to the Secured Party from time to time as owing by each Account Debtor will be the correct amount actually and unconditionally owing from such Account Debtor;
- c. The Debtor has full power and authority to conduct its business and own its properties in all jurisdictions in which the Debtor carries on business and has full power and authority to execute, deliver and perform all of its obligations under this Agreement;
- d. This Agreement when duly executed and delivered by the Debtor will constitute a legal, valid and binding obligation of the Debtor, subject only that such enforcement may be limited by bankruptcy, insolvency and any other laws of general application affecting creditors' rights and by rules of equity governing enforceability by specific performance;
- e. There is no provision in any agreement to which the Debtor is a party, nor to the knowledge of the Debtor is there any statute, rule or regulation, or any judgement, decree or order of any court, binding on the Debtor which would be contravened by the execution and delivery of this Agreement;
- f. There is no litigation, proceeding or dispute pending, or to the knowledge of the Debtor threatened against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's financial condition or operations or impair the Debtor's ability to perform its obligations hereunder;
- g. The name of the Debtor is accurately and fully set out above.

## 6. COVENANTS OF THE DEBTOR

The Debtor hereby covenants with the Secured Party that:

- a. The Debtor owns and will maintain the Collateral free of Encumbrances, except those that have been previously disclosed in writing to the Secured Party by the Debtor and approved in writing by the Secured Party, or hereafter approved in writing by the Secured Party prior to their creation or assumption, and will defend title to the Collateral for the benefit of the Secured Party against the claims and demands of all persons;

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- b. The Debtor will maintain the Collateral in good condition and repair and will not allow the value of the Collateral to be impaired, and will permit the Secured Party or such person as the Secured Party may from time to time appoint to enter into any premises where the Collateral may be kept to view its condition;
- c. The Debtor will conduct its business in a proper and business-like manner and will keep proper books of account and records of its business, and upon request will furnish access to its books and records at all reasonable times, and will give to the Secured Party any information which it may reasonably require relating to the Debtor's business;
- d. The Debtor will promptly pay all taxes, rates, levies, assessments and other charges lawfully assessed or imposed upon any property or income of the Debtor or upon the Collateral as and when the same become due and payable, save and except when and so long as the validity of any such taxes, rates, levies, assessments and other charges are in good faith contested by the Debtor;
- e. The Debtor will promptly pay all debts and obligations to laborers, workmen, employees, contractors, subcontractors, suppliers of materials and other debts which, when unpaid, might under the laws of Canada or any province of Canada have priority over the Security Interest granted by this Agreement, save and except when and so long as the validity of any such debts and obligations are in good faith contested by the Debtor;
- f. The Debtor will punctually make all payments and perform all obligations in any lease by the Debtor and under any agreement charging property of the Debtor;
- g. The Debtor will immediately give notice to The Secured Party of:
  - i. Any change in the location of the Collateral;
  - ii. The details of any material acquisition or disposition of Collateral (whether authorized by the Secured Party or not);
  - iii. Any material loss of or damage to Collateral;
  - iv. The details of any claims or litigation affecting materially the Debtor or Collateral; and,
  - v. Any change of the Debtor's name;
- h. The Debtor will insure and keep insured against loss or damage by fire or other insurable hazards the Collateral to the extent of its full insurable value, and will maintain all such other insurance as the Secured Party may reasonably require. The loss under the policies of insurance will be made payable to the Secured Party as its interest may appear and will be written by an insurance company approved by the Secured Party in terms satisfactory to the Secured Party and the Debtor will provide the Secured Party with copies of the same. The Debtor will pay all premiums and other sums of money necessary for such purposes as they become due and deliver to the Secured Party proof of said payment, and will not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor will furnish at its expense all necessary proofs and will do all necessary acts to enable the Secured Party to obtain payment of the insurance monies;
- i. The Debtor will observe the requirements of any regulatory or governmental authority with respect to the Collateral;
- j. The Debtor will not remove any of the Collateral from Alberta without prior written consent of the Secured Party;

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- k. The Secured Party may pay or satisfy any Encumbrance created in respect of any Collateral, or any sum necessary to be paid to clear title to such Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness;
- l. The Secured Party may from time to time specify to the Debtor in writing affirmative covenants and restrictions to be performed and observed by the Debtor in respect of provision of financial information, payment of dividends, capital expenditures, incurring additional obligations, reduction of capital, distribution of assets, amalgamation, repayment of loans, lending of money, sale and other disposition of assets and/or such other matters as the Secured Party may think fit, and the Debtor agrees to perform and observe such affirmative and negative covenants and restrictions to the same extent and effect as if the same were fully set forth in this Agreement.

## 7. DEFAULT

The happening of any of the following shall constitute Default under this Agreement:

- a. The Debtor fails to pay, when due, the Indebtedness or any part thereof or to perform when due any other obligation to the Secured Party;
- b. The Debtor fails when due to perform any obligation to any other person, and such failure is not cured within 30 days of the date the Debtor first knew or should have known of such failure;
- c. Any representation or warranty made in this Agreement or any other document or report furnished to the Secured Party in respect of the Debtor or the Collateral proves to have been or to have become false or materially misleading;
- d. The Debtor ceases or demonstrates an intention to cease to carry on business or disposes or purports to dispose of all or a substantial part of its assets;
- e. Any of the licenses, permits or approvals granted by any government or any governmental authority and essential to the business of the Debtor is withdrawn, cancelled or significantly altered;
- f. An order is made or a resolution passed for winding up the Debtor, or a petition is filed for the winding up, dissolution, liquidation or amalgamation of the Debtor;
- g. The Debtor becomes insolvent or makes an assignment or proposal for the benefit of its creditors, or a Bankruptcy Petition or Receiving Order is filed or made against the Debtor, or a Receiver of the Debtor or any part of its property is appointed, or the Debtor commits or demonstrates an intention to commit any act of bankruptcy, or the Debtor otherwise becomes subject to the provisions of the Bankruptcy and Insolvency Act or any other Act for the benefit of its creditors;
- h. Any execution, sequestration, extent or distress or any other like process is levied or enforced against any property of the Debtor, or a Secured Party takes possession of any of the Debtor's property;
- i. Any material adverse change occurs in the financial position of the Debtor;
- j. The Secured Party considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

## 8. REMEDIES

On Default:



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- a. The Secured Party may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as the Secured Party in its sole discretion may determine and the proceeds of such sale less all costs and expenses of the Secured Party (including costs as between a solicitor and its own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;
- b. The Secured Party has the right to enforce this Agreement by any method provided for in this Agreement and as permitted by law, and to dispose of the Collateral by any method permitted by law, including disposal by lease or deferred payment;
- c. The Secured Party may appoint any person or persons to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his stead. The term "Receiver" as used in this Agreement includes a Receiver-Manager;
- d. Any Receiver will have the power:
  - i. To take possession of any Collateral and for that purpose to take any proceedings, in the name of the Debtor or otherwise;
  - ii. To carry on or concur in carrying on the business of the Debtor;
  - iii. To sell or lease any Collateral;
  - iv. To make any arrangement or compromise which he may think expedient in the interest of the Secured Party;
  - v. To pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other charges incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;
  - vi. To hold as additional security any increase or profits resulting from the Collateral;
  - vii. To exercise all rights that the Secured Party have under this Agreement or otherwise at law;
  - viii. With the consent of the Secured Party in writing, to borrow money for the purpose of carrying on the business of the Debtor or for the maintenance of the Collateral or any part thereof or for other purposes approved by the Secured Party, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement;
  - ix. To enter into and to occupy any premises in which the Debtor has any interest;
- e. The Debtor hereby appoints each Receiver appointed by the Secured Party to be its attorney to effect sale or lease of any Collateral and any deed, lease, agreement or other document signed by a Receiver under his seal pursuant hereto will have the same effect as if it were under the seal of the Debtor;
- f. Any Receiver will be deemed to be the agent of the Debtor, and the Debtor will be solely responsible for his acts or defaults and for his remuneration and expenses, and the Secured Party will not be in any way responsible for any misconduct or negligence on the part of any Receiver;
- g. Neither the Secured Party nor the Sheriff will be required to take any steps to preserve any rights against other parties pursuant to any Chattel Paper, Security, or Instrument constituting the Collateral or any part of it;
- h. Neither the Secured Party nor the Sheriff is required to keep Collateral identifiable;

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- i. The Secured Party may use the Collateral in any manner as it in its sole discretion deems advisable.

## **9. COLLECTION OF DEBTS**

Before or after Default, the Secured Party may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to the Secured Party. The Debtor acknowledges that any payments on or other proceeds of Collateral received by the Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and after Default under this Agreement, shall be received and held by the Debtor in trust for the Secured Party and shall be turned over to the Secured Party on request. The Debtor shall furnish the Secured Party with all information which may assist in the collection of all Accounts and any other monies or debts due to the Debtor.

## **10. SECURITIES**

If Collateral at any time includes Securities, the Debtor irrevocably authorizes and appoints the Secured Party as its attorney and agent to transfer the same or any part thereof into its own name or that of its nominee(s) so that the Secured Party or its nominee(s) may appear on record as the sole owner thereof; provided that, until Default, the Secured Party shall deliver promptly to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Securities. After Default, the Debtor waives all rights to receive any notices or communications received by the Secured Party or its nominee(s) as such registered owner and agrees that no proxy issued by the Secured Party to the Debtor or to its order as aforesaid shall thereafter be effective.

## **11. ACCELERATION**

In the event of Default, the Secured Party, in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable.

## **12. NOTICE**

Any notice or demand required or permitted to be made or given by the Secured Party to the Debtor may be validly served by leaving the same or by mailing the same by prepaid registered mail addressed to the Debtor at the last known address of the Debtor or of any officer or director thereof, as shown on the records of the Secured Party, and in the case of mailing such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

## **13. COSTS AND EXPENSES**

The Debtor agrees to pay all costs, charges and expenses incurred by the Secured Party or any Receiver appointed by it (including, but without restricting the generality of the foregoing, legal costs as between a solicitor and client on a full indemnity basis), in preparing, registering or enforcing this Agreement, taking custody of, preserving, repairing, maintaining, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Indebtedness and all such costs, charges and expenses together with any monies owing as a result of any borrowing by the Secured Party or any Receiver

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appointed by it shall be a first charge on the proceeds of realization, collection, or disposition of Collateral and shall be secured hereby.

#### 14. MISCELLANEOUS

- a. Without limiting any other right of the Secured Party, whenever the debts and liabilities of the Debtor to the Secured Party are immediately due and payable, or the Secured Party has the right to declare the debts and liabilities to be immediately due and payable, whether or not it has been so declared, the Secured Party may, in its sole discretion, set-off against the debts and liabilities any and all monies then owed by the Debtor to the Secured Party in any capacity, whether due or not due, and the Secured Party shall be deemed to have exercised such right of set-off immediately at the time of making its decision to do so even though any charge therefore is made or entered on the Secured Party' records subsequent thereto;
- b. The Secured Party may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, sureties and others and with Collateral and other security as the Secured Party may see fit without prejudice to the liability of the Debtor or the Secured Party' right to hold and realize upon the Security Interest. The Secured Party may demand, collect and sue on Collateral in either the Debtor's or the Secured Party' name, at the Secured Party' option and may endorse the Debtor's name on any and all cheques commercial payback, and any other Instruments pertaining to or constituting Collateral;
- c. Upon the Debtor's failure to perform any of its duties under this Agreement, the Secured Party may, but shall not be obligated to, perform any such duties, and the Debtor will pay to the Secured Party, upon demand, an amount equal to the expense incurred by the Secured Party in so doing with interest thereon from the date such expense is incurred at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness;
- d. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Agreement or the Security Interest created hereunder or any part thereof, the Debtor shall not assert against the assignee any claim or defence which the Debtor now has or hereafter may have against the Secured Party;
- e. If more than one person executes this Agreement as the Debtor the obligations of such persons hereunder shall be joint and severable;
- f. This Agreement is in addition to and not in substitution for any other security or securities now or hereafter held by the Secured Party and all such other securities shall remain in full force and effect;
- g. The Debtor further agrees to execute and deliver to the Secured Party such further assurances and conveyances and supplemental deeds as may be necessary to properly carry out the intention of this Agreement, as determined by the Secured Party, or as may be required by the Secured Party from time to time;
- h. After Default, the Secured Party may from time to time apply and re-apply, notwithstanding any previous application, in any such manner as it, in its sole discretion, sees fit, any monies received by it from the Debtor or as a result of any enforcement or recovery proceedings, in or toward payment of any portion of the Indebtedness.

#### 15. INTERPRETATION

- a. If a portion of this Agreement is wholly or partially invalid, then this Agreement will be interpreted as if the invalid portion had not been a part of it;
- b. Where the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary depending upon the person referred to being male, female or body corporate;
- c. The last day of any term reserved by any lease or agreement to lease is excepted out of the Security Interest hereby created and does not form part of the Collateral, but the Debtor shall stand possessed of such last day in trust to assign same to any person acquiring such term;
- d. This Agreement will be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of the Province of Alberta or in any court of competent jurisdiction, as the Secured Party may elect, and the Debtor agrees to attorn to the same.

**16. COPY OF AGREEMENT**

The Debtor hereby acknowledges receipt of a copy of this Agreement, and waives any right it may have to receive a Financing Statement or Financing Change Statement relating to it.

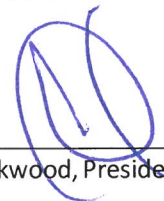
**17. REQUESTS**

The Secured Party is authorized by the Debtor to provide the information set forth in Section 18 of PPSA. to any party who demands such information in writing from the Secured Party and who purports to be a party entitled to demand such information. The Secured Party is not obligated to investigate whether such person is actually entitled to make a demand pursuant to Section 18.

IN WITNESS WHEREOF the Debtor has executed this Agreement to be effective as of the date first written above.

**CANMORE EAGLES JUNIOR 'A' HOCKEY CLUB**

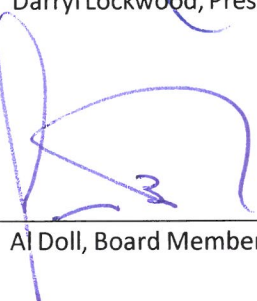
Per:




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Darryl Lockwood, President

Per:




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Al Doll, Board Member

**SCHEDULE "A"**

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY



# Request for Decision

**DATE OF MEETING:** August 20, 2024 **Agenda #: G 1**

**TO:** Council

**SUBJECT:** Division of Class 1 Property Bylaw 2024-19

**SUBMITTED BY:** Katherine Van Keimpema, Financial Strategy Manager

**RECOMMENDATION:** That Council give first reading to Division of Class 1 Property Bylaw 2024-19.

That Council give second reading to Division of Class 1 Property Bylaw 2024-19.

That Council give leave to go to third reading of Division of Class 1 Property Bylaw 2024-19.

That Council give third reading to Division of Class 1 Property Bylaw 2024-19.

That Council waive fees to convert Tourist Home properties to Residential until December 31, 2026.

## EXECUTIVE SUMMARY

Updating of the Division of Class 1 Property Bylaw is included in the implementation plans for phasing out Tourist Homes and for implementing a Primary Residence Tax Program presented to Council at the May 21 and June 18 Committee of the Whole meetings. Administration is recommending that the current bylaw be repealed and replaced with an updated bylaw as significant changes are being proposed. The tourist home – personal use subclass has been removed and a primary residential subclass added. Administration is recommending that the fee to convert Tourist Homes to Residential be waived for two years.

## RELEVANT COUNCIL DIRECTION, POLICY, OR BYLAWS

At its June 6, 2023 meeting, Council passed resolution #120-23:

*Moved by Mayor Krausert that Council direct administration to report back to Council with proposed amendments to the Land Use Bylaw and policy amendments to phase out "Tourist Home" as a use.*

At its June 6, 2023 meeting, Council passed resolution #121-23:

*Moved by Mayor Krausert that Council direct administration to return to Council with a report on property tax policy options to incentivize purpose-built rentals and full-time/ long-term occupancy of residential units.*

At its January 9, 2024 meeting, Council passed resolution #16-24:

*Moved by Mayor Krausert that Council accept the Livability Task Force's recommendations for information as presented and direct administration to develop an implementation plan.*

At its May 7, 2024 meeting, Council passed resolution #94-24:

*Moved by Mayor Krausert that Council approve a budget increase to CAP 7327 Housing Action Plan from \$200,000 to \$750,000 with the additional \$550,000 to be funded from the General Capital Reserve.*

At the May 21, 2024 Committee of the Whole meeting administration provided a proposed implementation plan for phasing out the tourist home designation.

At the June 18, 2024 Committee of the Whole meeting administration provided a proposed implementation plan for a primary residence tax program.

## **DISCUSSION**

Two of the Livability Task Force's recommendations were to phase out the Tourist Home designation and to investigate tax structures to incentivize full-time long-term occupancy of residential units. Council subsequently provided direction to develop implementation plans for each of these and at the May 21, 2024 and the June 18, 2024 Committee of the Whole meetings, administration provided these implementation plans. Both include updating the current Division of Class 1 Property Bylaw 2013-01 to remove the tourist home – personal use and add a primary residential subclass. Given the extensive recommended changes to the bylaw, administration is proposing adoption of a replacement rather than an amended bylaw.

Changes to the Division of Class 1 Property Bylaw affect the assessment of, and subsequently the taxation of, properties and not the zoning of them under Canmore's statutory planning documents, which govern the form, location, and permitted use of property. Any designation or zoning changes would be through amendments to the statutory planning documents, such as the Land Use Bylaw, a separate endeavour that would be effective going forward; existing properties would be grandfathered in and not automatically redesignated.

There are currently 718 Tourist Homes, including 75 declaring tourist home – personal use in 2024, and 8 additional development permits have been issued or are in progress, which will add 67 more units. The updated bylaw eliminates the tourist home – personal use subclass, which will result in all tourist homes being taxed at the same rate for municipal property taxes, currently equivalent to the non-residential tax rate. With the elimination of the personal use subclass, there may be owners who previously declared personal use, do not rent out their property short term, and want to continue to qualify for the residential tax rate. They can do so by converting their Tourist Home property to Residential. The current fee for converting is \$330 plus \$1.35/m<sup>2</sup> per application. Administration is recommending that the fee be waived for an initial period of two years. The intention of waiving the fee is to remove the financial impacts of the subclass change on those wanting to use their Tourist Homes as a primary residence. Within two years those wanting to use their Tourist Homes for full-time occupancy rather than for rental on a short-term basis will likely have had time to convert. It is also sufficient time to assess the level of uptake and the administrative processing costs before determining if the fee should be permanently waived or not.

The new bylaw still contains four subclasses, with the default class being “residential”, but introduces the primary residential subclass, allowing Council to tax this class of property at a different rate than other classes, should it choose to do so when setting the annual property tax rates. By setting a lower tax rate for these properties it is anticipated owners will be incentivized to either live in them long-term, full time, or rent to someone who will. Once converted to Residential, former Tourist Homes used as a primary residence could qualify for inclusion in the primary residential subclass.

An owner of a residential property, or their authorized agent, will be required to annually declare if their property qualifies for the primary residential subclass. Unlike with the current tourist home – personal use declaration process which requires a statutory declaration from all owners on title, the primary residence declaration will be conducted online and only one owner, or their authorized agent, need declare. Alternatives for those unable to declare online will be provided and as the program continues to develop, adjustments will be made to further streamline the declaration process where possible.

To qualify as a primary residence, the property cannot be a tourist home and an owner or renter must occupy a dwelling unit on the property for at least 183 cumulative days in a calendar year, of which at least 60 days are continuous, as the place where they are ordinarily resident and conduct their daily affairs. The choice of 183 cumulative days is consistent with other municipalities that have vacancy taxes in place and is clearer than using 6 months. The additional requirement for at least 60 continuous days is intended to disqualify owners who rent out their properties for relatively short periods of time throughout the year. If a property contains more than one dwelling unit, only one dwelling unit needs to be occupied as a primary residence to qualify.

Apartment buildings and employee housing as defined in the proposed bylaw, and individually titled residential parking stalls and storage units would be automatically placed in the primary residential subclass; parking stalls and storage units as these are residential properties that by their very nature cannot be lived in, apartment buildings as each unit is not individually titled and they are predominantly rented out long-term, and employee housing as they are not rented out short term and they provide affordable housing for those working in Canmore, even though they may not be occupied as a primary residence by strict definition. It is anticipated that the administrative and assessment work to determine if every unit in an apartment building was occupied as a primary residence each year and if not, what proportion of the assessment belongs in each subclass, would outweigh the risk that some were not. In future years, the bylaw can be amended if it is determined that the risks do outweigh the administrative and assessment work.

Consistent with vacancy tax mechanisms in other municipalities, the bylaw includes exemptions for certain situations that preclude owners from occupying or renting out their properties as a primary residence. The bylaw includes properties in the primary residential subclass if the following occur and the property was occupied as a primary residence immediately before the event occurred:

- the owner is hospitalized, or placed in a long term or supportive care facility,
- the owner died,
- a dwelling unit on the property was impacted by a catastrophic event that precluded occupancy,
- a dwelling unit on the property was undergoing permitted repairs or renovations that precluded occupancy, or
- a written order was in force that prohibited occupancy.



In addition, properties sold to an arm's length person during the year or new construction properties that would have qualified as a primary residence but for a sale or possession date that precludes the occupancy for at least 183 days cumulative and 60 days continuous, would also be included in the primary residence subclass if they intend to occupy it as their primary residence and do so immediately after the sale, regardless of use prior to the sale. Without this provision purchasers of property later in the year would not qualify for the primary residence subclass even if it was occupied full-time after the sale, which is contrary to the intentions of the program.

The bylaw refers to current and previous taxation years. Declarations regarding residential properties, except apartment buildings, individually titled parking stalls and storage units, tourist homes and vacant serviced land, will be required by December 31<sup>st</sup> of each year (the previous taxation year) for the purposes of assessing taxes owing in the following calendar year (the current taxation year). For example, a declaration attesting to the property's qualification as a primary residence in 2024 will be due by December 31, 2024, for the purpose of assessing the 2025 property taxes. This is consistent with how properties are assessed and ensures property owners can provide supporting documentation where required, as proving actual use is less challenging than proving intended use. Those properties for which a declaration is not received will remain in the "residential" subclass.

Declarations can be audited up to the later of three years after the declaration was made or was required to be made. False or misleading declarations are subject to fines up to \$10,000 and payment of the taxes and late payment penalties that would apply had the declaration not been made.

"Whereas" statements have been added to provide clarity around the legislative authority under which Council is enacting the bylaw.

#### **ANALYSIS OF ALTERNATIVES**

Consideration was given to incentivizing long-term, full-time occupancy of residential properties via a property tax rebate program instead. Annual declarations would still be required, but the program would apply retroactively with taxes assessed then a portion rebated to those qualifying property owners. While section 347 of the MGA (Municipal Government Act) permits Council to cancel, refund, or reduce taxes for a property or class of properties, it must consider it equitable to do so. Subclasses are expressly permitted in the MGA so there is not a need to demonstrate equitability. Further, the administration of a rebate program is more onerous than a subclass program, and charging then rebating a portion of taxes can lead to taxpayer confusion over the final amount of taxes owing. For these reasons administration is not recommending a property tax rebate program.

Council could decide to waive the fees for converting Tourist Homes to Residential permanently, rather than for a specific period, by resolving to remove the fee from the master fee schedule. Administration is not recommending this alternative as the intention of waiving the fee at this time is to remove financial impacts of the subclass change on those wanting to use their Tourist Homes as a primary residence and two years is likely sufficient time to do so. It is also sufficient time to assess the level of uptake and the administrative processing costs before determining if the fee should be permanently waived or not.

#### **FINANCIAL IMPACTS OF THE PRIMARY RESIDENCE TAX PROGRAM**

The first intention of the program is to incentivize long-term, full-time occupancy of residential properties and the secondary to collect additional tax revenue to fund livability initiatives, as recommended by the

Livability Task Force. Enabling legislation permits Vancouver, Toronto, and Ottawa to collect a vacancy tax, separate from and in addition to property taxes, to help fund affordable housing initiatives. They collect a percentage of assessed property value annually, ranging from 1 – 3%. Alberta does not have the same enabling legislation; thus, we can only use the property tax mechanisms already in place.

As part of the regular budget process, Council will determine how much livability initiative funding revenue to collect each year, then in the spring, using the property tax mechanisms, be asked to set the tax rates needed to collect the budgeted amount.

The revenue is primarily meant for livability and affordability initiatives undertaken by the Town and not additional funding for Canmore Community Housing (CCH), who already receive funding through the Vital Homes property taxes, although Council could choose to provide a portion to CCH. While specific initiatives have not yet been determined and will likely change as opportunities arise, they may include things such as the purchase of property for non-market housing, funding community affordability programs, incentivizing the development of accessory suites or dwelling units, incentivizing purpose-built rental and/or other residential developments by non-profits, and increasing the non-market housing supply including supporting infrastructure such as a pedestrian underpass, which is currently budgeted at \$14 million. The revenue would also need to cover the cost of administering the program and enforcing the declaration process, including additional staff resources. The revenue collected will be placed in a separate reserve. An amended Reserve Policy that includes the criteria for what can be funded from the program's reserve will be brought forward for consideration at a future date.

Revenue decisions are not part of adopting this bylaw; it is merely a mechanism used to collect budgeted revenue from a specific class or classes of properties. The decision on annual revenue will be made as part of the budget process and the decision about which class or subclass of property will be taxed to collect it will be made when the tax rates are set in the spring. Council can choose to set the same tax rate for all residential subclasses and collect the budgeted revenue from all taxpayers or set different rates for different classes and subclasses. To motivate permanent residents to declare annually, it will be important to consider setting a tax rate that makes the effort worth it.

Recognizing that information about potential revenue may be helpful when deciding on the bylaw, administration contracted Ben Brunnen of Verum Consulting to provide incremental revenue estimates under the Primary Residence Tax Program. Mr. Brunnen examined utility account consumption data and the mailing addresses of residential properties in Canmore. His analysis of the utility accounts' 2023 consumption data indicates that of the 8,578 total residential properties that have buildings on them, including Tourist Homes, approximately 2,260 do not appear to be occupied full-time. Additionally, filtering properties by mailing address found that over 2,150 properties did not have Canmore mailing addresses, consistent with the numbers found in the utility consumption data, indicating that the properties were likely not occupied full time by the owners. These findings are consistent with the 2021 federal census results that found 74% of private dwellings were occupied by usual residents.

Using the utility data, the total 2023 assessed value of these properties was just under \$3 billion and the total municipal taxes these properties paid was \$6.1 million. To collect the revenue budgeted to fund livability initiatives from non-primary residences, increased tax rates on these properties would be required. Projected incremental revenue at various levels of tax rate changes, stated as a percentage of assessed value would be:

<b>% of Assessed Value</b>	<b>Estimated Incremental Annual Revenue</b>
0.10%	\$3 million
0.15%	\$4.5 million
0.20%	\$6 million
0.25%	\$7.5 million
0.30%	\$9 million
0.40%	\$12 million

Vancouver, Toronto, and Ottawa charge a vacancy tax as a percentage of assessed value. Using their median single family and condominium assessed values, the annual tax charged are:

<b>City</b>	<b>% of Assessed Value</b>	<b>Median Residential Property Assessed Value</b>	<b>Median Assessed Value - Condo</b>	<b>Annual Vacancy Tax - Residential</b>	<b>Annual Vacancy Tax - Condo</b>
Vancouver	3%	\$ 2,124,000	\$ 804,000	\$ 63,720	\$ 24,120
Toronto	1%	\$ 1,300,000	\$ 640,000	\$ 13,000	\$ 6,400
Ottawa	1%	\$ 799,000	\$ 405,000	\$ 7,990	\$ 4,050

In 2024 the median assessed value of all types of residential properties in Canmore was \$1,043,000, paying \$2,136.40 in municipal and \$4,812.45 in total property taxes. The median assessed value for residential condominiums, was \$761,000, paying \$1,558.77 in municipal and \$3,511.29 in total property taxes. The impact on residential and residential condominium properties affected by the increased tax rates at various levels of tax rate changes, stated as a percentage of assessed value, including what they would be at the Vancouver, Toronto and Ottawa percentages, is as follows:

<b>% of Assessed Value</b>	<b>Increase* in Municipal Taxes on a median assessed value - residential condo - \$761,000</b>	<b>Increase* in Municipal Taxes on a median assessed value – residential - \$1,043,000</b>
0.10%	\$ 761	\$ 1,043
0.15%	\$ 1,141	\$ 1,564
0.20%	\$ 1,522	\$ 2,086
0.25%	\$1,902	\$ 2,607
0.30%	\$ 2,283	\$ 3,129
0.40%	\$ 3,044	\$ 4,172
1.00% (Toronto and Ottawa Rate)	\$7, 610	\$10,430
3.00% (Vancouver Rate)	\$22,830	\$31,290

\* These amounts are increases to the municipal taxes and are not the total taxes payable.

**FINANCIAL IMPACTS OF REMOVING THE TOURIST HOME- PERSONAL USE SUBCLASS**

The financial impact on the tourist home – personal use properties with the removal of this subclass, using the 2024 mill rates and assessed values, would have shifted \$249,000 of municipal taxes onto them from other residential properties. This is not a collection of additional taxes; it is a shifting of the taxes paid by each class. Had the personal use subclass been removed in 2024, the average municipal taxes for these properties would have increased from \$1,550 to \$4,760. A process will be in place for those wishing to convert their tourist homes to residential in time for the 2025 property taxes and affected owners notified.

**INTEREST HOLDER ENGAGEMENT**

To date, the Finance, Planning and Development, Economic Development, Municipal Enforcement, Information Technology, and Communications departments, the Livability Task Force, and the Town’s assessors have been engaged. A public hearing is not required for this bylaw.

Knowing that the changes affect a sizable portion of property owners, the communications department has developed a communications plan to ensure those affected by the new bylaw are informed. All tourist homeowners will be notified of the elimination of the personal use subclass and provided information on how to convert to a residential designation. All other property owners who might qualify for the primary residential subclass will be notified about the Primary Residence Tax Program, the need to annually declare their property’s status, and how to do so. In addition, for the first year of the program, reminders will be sent in early January to those who did not declare by the December 31<sup>st</sup> deadline, giving them a couple of more weeks to do so.

Assessment notices will be sent afterwards that will indicate the class the property has been placed in. If property owners think there has been an error, as with any other errors on an assessment notice, they can contact the Town by the appeal deadline to seek correction. An appeal fee does not have to be paid unless a formal appeal is filed. If proper supporting documents are supplied that indicate the property was not placed in the correct assessment class, this can be corrected without need for a formal appeal. Corrections to assessment classes cannot be done after the assessment appeal deadline.

**ATTACHMENTS**

- 1) Division of Class 1 Property Bylaw 2024-19
- 2) Division of Class 1 Property Bylaw 2013-01 (current)

**AUTHORIZATION**

Submitted by:	Katherine Van Keimpema Financial Strategy Manager	Date: <u>July 22, 2024</u>
Approved by:	Chelsey Gibbons Manager of Financial Services	Date: <u>July 30, 2024</u>
Approved by:	Therese Rogers General Manager, Corporate Services	Date: <u>July 22, 2024</u>
Approved by:	Sally Caudill Chief Administrative Officer	Date: <u>August 13, 2024</u>



## BYLAW 2024-19

### A BYLAW OF THE TOWN OF CANMORE, IN THE PROVINCE OF ALBERTA, TO PROVIDE FOR THE DIVISION OF CLASS 1 PROPERTY INTO SUBCLASSES FOR PROPERTY ASSESSMENT PURPOSES

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WHEREAS pursuant to section 7 of the Alberta Municipal Government Act, Council may pass bylaws for municipal purposes respecting the creation of offences and imposing a fine not exceeding \$10,000 in respect of those offences;

WHEREAS pursuant to section 8 of the Alberta Municipal Government Act, Council may pass bylaws for municipal purposes respecting any development, activity, industry, business, or thing in different ways, divide each of them into classes and deal with each class in different ways;

WHEREAS pursuant to section 297 of the Alberta Municipal Government Act, Council is authorized to divide class 1 residential properties into subclasses on any basis it considers appropriate, and

WHEREAS the Town of Canmore desires to create a residential subclass that differentiates primary residences from other residential properties,

The Council of the Town of Canmore, in the Province of Alberta, duly assembled, enacts as follows:

#### TITLE

- 1 This bylaw shall be known as “Division of Class 1 Property Bylaw 2024-19.”

#### INTERPRETATION

- 2 In this bylaw:
  - a) “Agent” means a person or company authorized to act on behalf of a Residential property owner in the Town of Canmore;
  - b) “Apartment Building” means a single building comprised of three or more Dwelling Units under one legal parcel and tax roll;
  - c) “Current Taxation Year” means the calendar year in which the current annual taxes are assessed against property;
  - d) “Dwelling Unit” means a self-contained room or suite of rooms not available for public use, which normally provide sleeping, washing, sanitary and kitchen facilities, and which is intended for Residential use, as opposed to vacation use; it is characterized as a place in which a person or persons may reside as their primary or secondary residence;
  - e) “Employee Housing” is a Dwelling Unit which meets the definition of Employee Housing under the Land Use Bylaw as amended;
  - f) “Farmland” has the same meaning as defined under section 297 of the Alberta Municipal Government Act;

Bylaw approved by: \_\_\_\_\_

Page 1 of 5

- g) “Machinery and Equipment” has the same meaning as defined under section 297 of the Alberta Municipal Government Act;
- h) “Non-Residential” has the same meaning as defined under section 297 of the Alberta Municipal Government Act;
- i) “Previous Taxation Year” means the calendar year immediately prior to the Current Taxation Year in which the annual taxes were assessed against property;
- j) “Primary Residence” means the usual place where a person is ordinarily resident, conducts their daily affairs for a period of at least 183 cumulative days in a calendar year, of which at least 60 of those days were continuous, and does not otherwise meet the definition of a Tourist Home. A person may only have one Primary Residence, but a Residential property may be the Primary Residence of more than one person. Some indicia of a Primary Residence include:
  - i) the physical address shown on the person’s driver’s licence or motor vehicle operator’s licence issued by or on behalf of the Government of Alberta or an identification card issued by or on behalf of the Government of Alberta,
  - ii) the physical address to which the person’s income tax correspondence is addressed and delivered,
  - iii) the physical address to which most of the person’s mail is addressed and delivered;
- k) “Residential” means a property or the portion of a property that is not classified by the municipal assessor as Primary Residential, Tourist Home, Residential Vacant Serviced Land, Farmland, Machinery and Equipment, or Non-Residential;
- l) “Residential Vacant Serviced Land” means a parcel of land
  - i) that is subdivided by a plan of subdivision registered in a land titles office,
  - ii) that contains no permanent structures, and
  - iii) that is approved for Residential purposes and has access to municipal services;
- m) “Tourist Home” means a Dwelling Unit which meets the definition of a Tourist Home under the Land Use Bylaw as amended.

**SUBDIVISION OF CLASS 1 PROPERTY**

3 Class1 property is divided into the following subclasses for property assessment purposes:

- a) Residential,
- b) Tourist Home,

Bylaw approved by: \_\_\_\_\_

- c) Primary Residential, and
- d) Residential Vacant Serviced Land.

**PRIMARY RESIDENTIAL**

- 4 A Residential property shall be placed in the Primary Residential subclass for the Current Taxation Year if:
  - a) the property contains one or more Dwelling Units and at least one owner registered on title, or their Agent attests by December 31 of the Previous Taxation Year, in a form approved by the chief administrative officer, declaring that during the Previous Taxation Year, at least one Dwelling Unit on the property was occupied as the Primary Residence of a registered owner of that property or another occupant who was leasing that Dwelling Unit,
  - b) the property was an Apartment Building in the Previous Taxation Year,
  - c) the property was an Employee Housing unit in the Previous Taxation Year,
  - d) the property was a separately titled Residential parking stall in the Previous Taxation Year, or
  - e) the property was a separately titled Residential storage unit in the Previous Taxation Year.
  
- 5 A Residential property that contains one or more Dwelling Units, that is not an Apartment Building nor Employee Housing, but does not have a Dwelling Unit that was occupied as a Primary Residence in the Previous Taxation Year, may be placed in the Primary Residential subclass for the Current Taxation Year if at least one owner registered on title or their Agent attests by December 31 of the Previous Taxation Year, in a form approved by the chief administrative officer, declaring that during the Previous Taxation Year and the chief administrative officer is satisfied that this is the result of one or more of the following:
  - a) the owner was residing in a hospital, long term or supportive care facility in the Previous Taxation Year, and that resident had occupied a Dwelling Unit on the property as a Primary Residence immediately before moving to the hospital, long term, or supportive care facility;
  - b) the owner died at some point in the previous two taxation years and that owner had occupied a Dwelling Unit on the property as a Primary Residence immediately prior to their death;
  - c) the property was newly constructed in the Previous Taxation Year, occupation and normal use of the property as a Primary Residence was not possible, and the property will be used as a Primary Residence once construction is complete;
  - d) a Dwelling Unit on the property experienced a catastrophic event in the Previous Taxation Year, occupation and normal use of that Dwelling Unit as a Primary Residence was prevented, and that Dwelling Unit was occupied as a Primary Residence immediately before the catastrophic event prevented further occupation;

- e) a Dwelling Unit on the property was undergoing repairs or renovations in the Previous Taxation Year and
    - i) occupation and normal use of the Dwelling Unit as a Primary Residence was prevented by the repairs,
    - ii) all requisite permits are issued,
    - iii) the municipality is of the opinion the repairs are being carried out without delay, and
    - iv) the Dwelling Unit was occupied as a Primary Residence immediately before the repairs or renovations began;
  - f) a written order was in force in the Previous Taxation Year which prohibited occupancy of a Dwelling Unit on the property as a Primary Residence, and that Dwelling Unit was occupied as a Primary Residence immediately before the written order was issued;
  - g) one hundred per cent legal ownership of the property was transferred to an arm's length transferee in the Previous Taxation Year, the transfer is registered or is in the process of being registered with the Land Title Office, and the purchaser or a tenant immediately occupied the Dwelling Unit with the intention that it be their Primary Residence.
- 6 A person shall not make any false or misleading statement or provide any false or misleading information on a declaration submitted in accordance with this bylaw.
- 7 If a person, either themselves or through their Agent, makes a false or misleading statement to the Town to qualify a property for inclusion in the Primary Residential subclass, that person shall be guilty of an offence and is liable for a fine up to a maximum of \$10,000.00.
- 8 The chief administrative officer may conduct an inspection to ensure compliance with any declaration submitted to qualify for taxation under the Primary Residential subclass at any time and for a period of up to three years after property declaration was made or was required to be made, whichever is later.
- 9 If the chief administrative officer subsequently determines that a property fails to meet the criteria to be included in the Primary Residential subclass for a taxation year, the assessed person of that property shall be retroactively liable to pay taxes for that property at the mill rate approved for the Residential subclass for that taxation year, plus any applicable penalties under the Town's Tax Rate Penalty Bylaw.



**ENACTMENT/TRANSITION**

- 10 If any clause in this bylaw is found to be invalid, it shall be severed from the remainder of the bylaw and shall not invalidate the whole bylaw.
  
- 11 Bylaw 01-2013 is repealed.
  
- 12 This bylaw comes into force on the date it is passed.

FIRST READING:

SECOND READING:

THIRD READING:

Approved on behalf of the Town of Canmore:

\_\_\_\_\_  
Sean Krausert  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cheryl Hyde  
Manager, Municipal Clerk's Office

\_\_\_\_\_  
Date

Bylaw approved by: \_\_\_\_\_



## BYLAW 2013-01

### A BYLAW OF THE TOWN OF CANMORE, IN THE PROVINCE OF ALBERTA, TO PROVIDE FOR THE DIVISION OF CLASS 1 PROPERTY INTO SUBCLASSES FOR PROPERTY ASSESSMENT PURPOSES.

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The Council of the Town of Canmore, in the Province of Alberta, enacts as follows:

#### 1: TITLE

1.1. This bylaw shall be known as the “Division of Class 1 Property Bylaw.”

#### 2: INTERPRETATION

2.1. In this bylaw:

- a) “current taxation year” means the year in which the current annual taxes are assessed against property;
- b) “residential vacant serviced land” means a parcel of land:
  - i) that is subdivided by a plan of subdivision registered in a land titles office,
  - ii) that contains no permanent structures,
  - iii) that is approved for residential purposes and has access to municipal services, and
  - iv) where the current owner is not the owner at the time of the original subdivision of record and the existing subdivision plan was registered three years prior to the beginning of the current taxation year;
- c) “tourist home” means a dwelling unit approved as a tourist home in accordance with the Town of Canmore Land Use Bylaw and its amendments.

#### 3: SUBDIVISION OF CLASS 1 PROPERTY

3.1. Class 1 property in the Town of Canmore is divided into the following subclasses for property assessment purposes:

- a) residential,
- b) tourist home,
- c) tourist home – personal use, and
- d) residential vacant serviced land.

**4: TOURIST HOME – PERSONAL USE SUBCLASS**

4.1. A tourist home property shall be placed in the tourist home – personal use subclass for the current taxation year if all owners registered on title sign a statutory declaration, in a form approved by the chief administrative officer, declaring that the property will be used only for personal purposes and will not be advertised or operated for short-term or long-term rental during the current taxation year in accordance with the following deadlines:

- a) In the year 2013, on or before September 30; and
- b) In years subsequent to 2013, on or before January 31.

4.2. For the year 2013, the municipal tax rate for the tourist home- personal use subclass shall be the same as the municipal tax rate for the residential subclass.

4.3. A person shall not make any false or misleading statement or provide any false or misleading information on a statutory declaration signed in accordance with this bylaw.

4.4. If any condition of the statutory declaration signed in accordance with this bylaw is contravened, or if a false or misleading statement or false or misleading information was provided on the statutory declaration by the person registered on title, the said person:

- a) will be liable to pay the tax rate approved for the operating residential tourist home subclass for the current taxation year; and
- b) will be guilty of an offence and shall be liable for a minimum specified penalty of \$10,000.00.

**5: ENACTMENT/TRANSITION**

5.1. If any clause in this bylaw is found to be invalid, it shall be severed from the remainder of the bylaw and shall not invalidate the whole bylaw.

5.2. Bylaw 20-2007 is repealed.

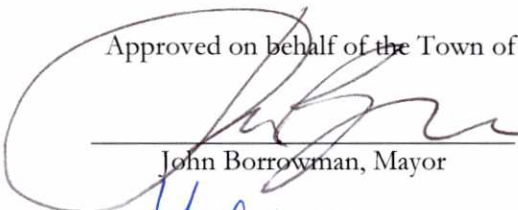
5.3. This bylaw comes into force on the date it is passed.

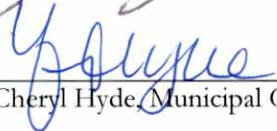
FIRST READING: June 4, 2013

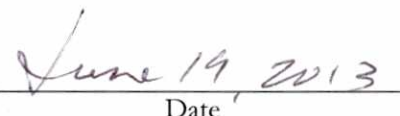
SECOND READING: June 4, 2013

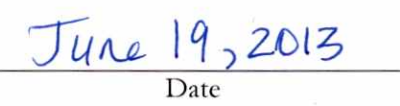
THIRD READING: June 18, 2013

Approved on behalf of the Town of Canmore:

  
 \_\_\_\_\_  
 John Borrowman, Mayor

  
 \_\_\_\_\_  
 Cheryl Hyde, Municipal Clerk

  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Date

Bylaw approved by: \_\_\_\_\_



# Request for Decision

**DATE OF MEETING:** August 20, 2024 **Agenda #: H 1**

**TO:** Council

**SUBJECT:** Request for Exemption to Collection of Levies and Fees Policy

**SUBMITTED BY:** Harry Shnider, Manager of Planning and Development

**RECOMMENDATION:** That Council grant an exemption from Policy PD-001 (Collection of Levies and Fees Policy) for Logel Homes to pay off-site levies, related to their development, on a phased basis.

## EXECUTIVE SUMMARY

Logel Homes made application and received approval for a seven-building development in the Three Sisters Gateway area. The development will total 239 apartment and townhouse units within seven buildings. At this density, the developer can expect to pay approximately \$5.12 million in off-site levies, which was calculated according to the current Off-site Levy Bylaw. As the project will be built in phases, the developer has requested to pay off-site levies on a phased basis, as opposed to one payment (or three payments deferred over two years) as contemplated by the existing policy. The developer has also requested that the Town's standard development agreement be modified to allow for off-site levy payment to be taken as a condition of occupancy permit, as opposed to at execution of the development agreement.

## RELEVANT COUNCIL DIRECTION, POLICY, OR BYLAWS

Policy PD-001 (Levies and Fees Policy) came into effect on November 16, 1999.

## DISCUSSION

On June 21, 2024, the Canmore Planning Commission approved a development permit (PL20230350) submitted on behalf of Logel Homes, a Calgary-based multi-family residential developer. The development, named 'Altitude at Three Sisters Mountain Village', encompasses 215 apartment and 24 townhouse units within seven buildings. To facilitate release of the development permit, the developer will enter into a development agreement with the Town, which includes a payment schedule of off-site levies and other fees. The schedule of off-site levy payments will reflect the Off-site Levy Bylaw currently in effect.

Off-site levies are normally payable in full at the execution of the development agreement; however the Payment of Levies and Fees Policy allows for off-site levies and other levies (e.g., cash-in-lieu of parking) to be deferred over a two-year period. Deferred levies are currently structured with 25% of the levy amount payable at the signing of the development agreement; 50% at the one-year anniversary of the development agreement signing; and 25% at either the second anniversary of the development agreement signing, or when an occupancy permit is requested.

As it is Logel’s intention to develop the project in phases, they have requested that:

- (a) Off-site levies be assessed on a building or phase basis, not for the entire site as contemplated by the Development Agreement; and
- (b) That payment of off-site levies be deferred until the occupancy permit stage for each phase. This better reflects their practice in other communities, where off-site levy payments are made from unit deposits and sales.

In anticipation of larger residential projects requiring similar flexibility, administration intends to develop a replacement Corporate Directive in 2025, that would allow for the current Payment of Levies and Fees Policy to be rescinded.

**ANALYSIS OF ALTERNATIVES**

Council could elect not to waive the Payment of Levies and Fees Policy.

**FINANCIAL IMPACTS**

N/A

**INTEREST HOLDER ENGAGEMENT**

N/A

**ATTACHMENTS**

N/A

**AUTHORIZATION**

Submitted by:	Harry Shnider Manager of Planning and Development	Date: <u>July 29, 2024</u>
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Approved by:	Andreas Comeau Acting General Manager of Municipal Infrastructure	Date: <u>July 29, 2024</u>
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Approved by:	Sally Caudill Chief Administrative Officer	Date: <u>August 13, 2024</u>
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# Request for Decision

**DATE OF MEETING:** August 20, 2024 **Agenda #:** H 2

**TO:** Council

**SUBJECT:** IAFF Collective Agreement

**SUBMITTED BY:** Therese Rogers, GM of Corporate Services  
Johanna Sauvé, Manager of Human Resources

**RECOMMENDATION:** That Council authorize the signing of the Collective Agreement between the Town of Canmore and the International Association of Fire Fighters (IAFF) – Local 4705 as presented.

## EXECUTIVE SUMMARY

The Town's current collective agreement with the IAFF expired on December 31, 2020. Administration and union local representatives exchanged proposals on April 14, 2021, and following a series of meetings, were able to successfully negotiate mutually acceptable terms for most of the agreement, however, were unable to reach a final agreement on all terms. The Town and IAFF Local 4705 entered mediation in October 2021 and were able to settle further terms, but deferred three items to arbitration, currently scheduled for September 17-20, 2024. With further discussion, the Town and Local 4705 were able to establish a Memorandum of Agreement on July 31, 2024.

## DISCUSSION

Administration and the union local were able to maintain the respectful bargaining relationship that had been established in previous rounds of bargaining.

Fire response is considered an essential service under Provincial legislation and no strikes or lockouts are permitted. When unable to reach agreement, binding arbitration is the only option. Arbitration can be very costly, time consuming, and is often detrimental to the relationship between the employer and the employees. Many municipalities have continued to have challenging negotiations. Administration and the Local representatives collaborated on developing the new agreement and are proud to have reached this agreement without the need for legal counsel and without binding arbitration.

This proposed agreement includes the following changes:

- Three-Year term of January 1, 2021 – December 31, 2023
- Updates to the Letter of Understanding for Emergency Staffing
- Inclusion of new Letters of Understanding for temporary assignments, Paid Response Firefighters and Career Casual Firefighters
- Include payment for time to travel to approved training
- Retro pay to be calculated on all Paid Leaves per Article 20, not just Sick Time
- Clarified responsibilities and processes for maintaining seniority lists

- Short-Term Disability change from the EI SUB Plan to an insured plan
- Replace Easter Monday with Truth & Reconciliation Day to be consistent with Town policy and practice
- Increase to the Shift Differential Rate from \$0.80/hour to \$1.00/hour
- Wage increases:
  - 2021 – 3%, 1<sup>st</sup> class FF rate of \$107,999
  - 2022 – 3%, 1<sup>st</sup> class FF rate of \$111,239
  - 2023 – 3%, 1<sup>st</sup> class FF rate of \$114,577
- Addition of 5<sup>th</sup> Class Firefighters and more clear inclusion of Career Casual Firefighters
- Language cleanup to provide greater clarity throughout the agreement

**ANALYSIS OF ALTERNATIVES**

Council could direct administration to try to negotiate an agreement with different settlement terms. Council should be aware that Fire Fighters are unable to strike, and Employers are unable to lock them out, therefore the only option if a subsequent agreement cannot be reached is binding arbitration. Administration is not recommending this alternative as the arbitration process can be costly and the outcome is uncertain.

**FINANCIAL IMPACTS**

The Town has followed responsible business practices and has been accruing funds to cover these wage increases.

**INTEREST HOLDER ENGAGEMENT**

This agreement was reached through a series of meetings between administration and the IAFF Local.

**ATTACHMENTS**

- 1) Collective Agreement January 1, 2021-December 31, 2023 – red-lined version
- 2) Collective Agreement January 1, 2021– December 31, 2023 – clean copy

**AUTHORIZATION**

Submitted by:	Johanna Sauvé Manager of Human Resources	Date: <u>August 1, 2024</u>
Approved by:	Therese Rogers GM Corporate Services	Date <u>August 12, 2024</u>
Approved by:	Sally Caudill Chief Administrative Officer	Date: <u>August 13, 2024</u>

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE TOWN OF CANMORE**

**and**

**CANMORE FIREFIGHTERS, LOCAL 4705  
OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**January 1, ~~2018-2021~~ – December 31, ~~2020~~2023**





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**ATTACHMENTS**

- APPENDIX A – Schedule of Wages**
- LETTER OF UNDERSTANDING re: Emergency Staffing**
- LETTER OF UNDERSTANDING Medical Screening & Member Fitness**
- LETTER OF UNDERSTANDING Agreement to Appoint Five Casual Employees**
- LETTER OF UNDERSTANDING Agreement to Waive 112 Day Minimum**
- LETTER OF UNDERSTANDING Paid Response Firefighters**

THIS AGREEMENT MADE THIS \_\_\_\_ DAY OF \_\_\_\_\_, ~~2019~~<sup>2024</sup>

**BETWEEN**

**THE TOWN OF CANMORE**

(hereinafter referred to as the “Town”)

**AND**

**CANMORE FIREFIGHTERS, LOCAL 4705**

**OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

(hereinafter referred to as the “Association”)

## Article 1. Definitions

- 1.1 **Association:** When used in this Agreement the word “Association” means the certified bargaining agent Canmore Firefighters, Local 4705 of the International Association of Firefighters or its successors.
- 1.2 **Call Out:** The words “call out” when used in this Agreement shall mean the summoning of a member to their place of work during their off-duty hours for the purposes of carrying out the duties of the Fire-Rescue service. The “call out” shall be initiated by the Fire Chief, the Deputy Fire Chief and/or by standing orders such as Bulletins, Standard Operating Procedures and/or Administrative Guidelines which may change from time to time at the discretion of the Town.
- 1.3 **Career Casual Member:** The words “career casual member” when used in this Agreement shall mean a member who is scheduled on an ad hoc basis to perform the same duties ~~of as~~ a full time member and/or to respond to fire calls~~when the aforesaid member is not available.~~
- 1.4 **Fire-Rescue:** In this Agreement, the words “Fire-Rescue” shall mean the segment of the Town’s organizational structure under the direct supervision of the Fire Chief.
- 1.5 **Firefighter Qualified (FFQ):** In this Agreement, the words “Firefighter Qualified” or “FFQ” shall mean Full Time and Casual members who have been identified by the Fire Chief as being eligible to act as Captain. FFQ members shall hold all applicable qualifications as described by the Town.
- 1.6 **Firefighter Non-Qualified:** In this Agreement, the words Firefighter Non-Qualified shall mean Full Time and Casual members who may from time to time be assigned by the Fire Chief to the duties of a Captain. This will occur only in exceptional and extenuating circumstances, and only when an FFQ is not available.
- 1.7 **Full Time Member:** The words “full time member” when used in this Agreement shall mean a member who has successfully met the criteria of the initial probationary period and who is scheduled thereafter by the Town to work on a regular basis performing the duties of a position.

- 1.8 **Immediate Family Member:** The term “immediate family member” includes partner, parents, children, siblings, grandchildren, grandparents.
- 1.9 **Interpretation:** In this Agreement, unless the contrary intention appears, words in singular shall include the plural, words in the plural shall include the singular, words in masculine gender shall include the feminine and vice versa.
- 1.10 **Member:** The word “member” when used in this Agreement shall mean a full time career or casual employee of the Town whose employment is subject to the terms of this Agreement. When an Article in this Agreement refers to a full time member and thereafter refers to the full time member as simply a member it shall mean a full time member only.
- 1.11 **Off Duty Member:** The words “off duty member” when used in this Agreement shall mean a member who has completed their regularly scheduled shift.
- 1.12 **Paid Response Firefighter:** The words “ Paid Response Firefighter” when used in this Agreement shall mean a non-member who provides Fire-Rescue services as and when required by the Town but does not work a pre-determined shift or call schedule or provide relief shifting for a **full-time** member.
- 1.13 **Policy Grievance:** The words “policy grievance” when used in this Agreement shall mean a difference concerning the interpretation or application of this Agreement or any applicable law which seeks to enforce an obligation of the Town to the Association or the Association to the Town.
- 1.14 **Position:** The word “position” when used in this Agreement shall mean a set of duties and title described in a job description by the Town and filled by a member.
- 1.15 **Regular Association Dues:** In this Agreement, the words “regular association dues” shall mean the dues as uniformly set out by the Association.

- 1.16 **Schedule:** The word “schedule” when used in this Agreement shall mean a timetable of hours assigned to position by the Town.
- 1.17 **Shift:** The word “shift” when used in this Agreement shall mean a ten (10) hour shift, twelve (12) hour shift, fourteen (14) hour shift, or twenty-four (24) hours shift, commencing at times assigned to a position.
- 1.18 **Tour:** The word “tour” when used in this Agreement shall mean a shift schedule, comprised of two ten (10) hour shifts followed immediately by two fourteen (14) hour shifts, or any other combination of shifts as determined by the Town from time to time.
- 1.19 **Town:** In this Agreement, the word “Town” shall mean the Town of Canmore or where the context suggests, the Chief Administrative Officer or such Employee designated to carry out administrative duties in respect of the operation and management of the Town.

## Article 2. Term of Agreement

- 2.1 The effective date of this Agreement shall be January 1, ~~2018~~2021, and will continue in force until December 31, ~~2020~~2023, and from year to year thereafter until replaced by a new collective agreement or until terminated in accordance with the provisions of the Labour Relations Code.
- 2.2 Notification to meet and bargain collectively shall be made in writing by either party no more than one hundred and twenty (120) calendar days and not less than sixty (60) days from the expiry date of this Agreement. Proposed amendments shall be exchanged at the first meeting.
- 2.3 Notice Shall be deemed to have been given at the expiry of the Agreement should either party fail to do so prior to the expiry date of this Agreement.
- 2.4 Changes in the Agreement may be made at any time through a properly executed letter of understanding.

### Article 3. Scope

- 3.1 This agreement shall apply to all ~~full-time~~ members covered by the Certificate issued by the Labour Relations Board of the Province of Alberta ~~and any career casual members~~. It shall not apply to Paid Response Firefighters, the Fire Chief, or the Deputy Fire Chief.
- 3.2 All Paid Response Firefighters active on the date of ratification may perform the duties of a firefighter provided the work does not reduce the regular hours of work or pay of any full time member and they shall not work a pre-determined shift or call schedule or provide relief shifting for a ~~full-time~~ member.
- 3.3 The Fire Chief and Deputy Fire Chief may perform the functions of a member (the “work”) for purposes of instruction, in an emergency, when full time members are not able to perform the work, or provided the act of performing the work does not reduce the hours of work or pay of any full time member.

### Article 4. Management Rights

- 4.1 The Association recognizes and acknowledges that the management and direction of employees is fixed exclusively in the Town and, without restricting the generality of the foregoing, the Association acknowledges that, except to the extent to which these rights have been specifically abrogated by the terms of this Agreement, it is the exclusive function of the Town to:
- a. Formulate, change, abolish, and enforce rules and regulations to be observed by members provided that consultation shall take place prior to implementation of any significant changes;
  - b. Maintain order, discipline and efficiency, the right to discipline, suspend or discharge members for just cause;



- c. Determine the nature and type of Fire-Rescue services to be provided by the Town, the methods and techniques of work to provide Fire-Rescue services, the number of members to be employed; and
- d. The right to direct, select, hire, assign to positions and shifts including rotating shifts, schedule, promote, demote, classify, layoff and recall members; the right to determine job content and quality and quantity standards; the right to use improved methods, machinery, and equipment.

Management reserves all rights not specifically restricted by the provisions of this Agreement.

## **Article 5. Discrimination**

- 5.1 The Town and the Association agree that the workplace shall remain free from discrimination based on the protected grounds recognized under the Alberta Human Rights Act, as covered under the Alberta Labour Relations Code, based on membership or non-membership in the Association and in accordance with the Town's Respectful Workplace Policy.

## **Article 6. Association Business**

- 6.1 Except as expressly permitted by this Agreement, there shall be no Association activities on the Town time or on Town property without the prior permission of the Fire Chief, or their designate.

## **Article 7. Association Recognition and Dues**

- 7.1 The Town recognizes the Association as the sole collective bargaining agent for the members covered by this Agreement.
- 7.2 Regular Association Dues will be deducted from members each pay period. Deductions made by the Town in each calendar month will be forwarded to the Association by the 15<sup>th</sup> of the next calendar month together with a list of members from whom the deductions have been taken.

- 7.3 The Association will provide the Town with thirty (30) days written notice of any alteration of the Regular Association Dues prior to the implementation date. The Town shall begin payroll deductions on the nearest pay period of the implementation date.
- 7.4 The Association agrees to indemnify and save harmless the Town against any claim, demand, action, or liability from the application of this Article.

## **Article 8. Shift Hours and Schedule**

- 8.1 The parties to this Agreement agree that the Town has the right to operate Fire-Rescue services on a continued twenty-four (24) hour basis, seven (7) days a week.
- 8.2 Full time members shall work shift work scheduled by the Town with a repeating schedule that averages a forty-two (42) hour workweek.
- 8.3 A platoon shift schedule shall consist of two (2) ten (10) hour day shifts followed by two (2) fourteen (14) hour night shifts, immediately followed by four (4) days off.
- 8.4 Nothing in this Agreement inhibits the Fire Chief, upon ten (10) calendar days written notice, from reassigning a member to work another shift based on ten (10) hour days, fourteen (14) hour nights, or twelve (12) hour or twenty-four (24) hour shifting.

## **Article 9. Remuneration and Payment**

- 9.1 The Town shall pay during the life of this Agreement the Schedule of Wages in Appendix "A".
- 9.2 All members shall be paid on a biweekly basis, and each member shall be provided with an itemized statement of earnings and deductions.

- 9.3 Any increases to a member's wage rate as described in this Agreement shall commence with the first pay period following ratification of this Agreement.
- 9.4 Any retroactive pay owed shall be received by those eligible members within 90 days of said date.
- a. The following earnings shall be included in the calculation of retroactive pay:
- Regular wages, including time off in lieu of overtime pay
  - Vacation pay
  - ~~Occasional Leave pay~~ Paid leaves per article 20.1, 20.2, 20.3, and 20.4
  - Overtime at 1.5x
  - Overtime at 2.0x
  - Stat holiday pay
  - Stat worked pay
- b. Members who are active as of the date of ratification of this agreement are eligible for said retroactive pay.
- c. Members who are terminated as of the date of ratification of this agreement may be eligible for retroactive pay. Said members must formally request their retroactive pay, in writing and addressed to the Manager of Human Resources, within ~~30~~90 days of the date of ratification.

## Article 10. Service Pay

- 10.1 The Town acknowledge full time members with a long service bonus in an effort to sincerely recognize and show appreciation for the services rendered. A one-time lump sum payment will be made for continuous service as a full time member with Canmore Fire-Rescue effective July 4, 2009.
- \$500.00 after the sixth (6<sup>th</sup>) year of continuous service
  - \$750.00 after the twelfth (12<sup>th</sup>) year of continuous service

\$1000.00 after the eighteenth (18<sup>th</sup>) year of continuous service

\$1250.00 after the twenty-fourth (24<sup>th</sup>) year of continuous service

## Article 11. Temporary Assignment

11.1 Full time members may be temporarily assigned at the Fire Chief's or Deputy Fire Chief's discretion to fulfill the duties of ~~a Captainan officer~~, and shall receive Acting Pay at a premium, per Article 11.2, for all hours worked in the position, ~~so long as the assignment is for one (1) complete scheduled shift or more.~~

11.2 The Acting Pay premium shall be:

- a. 112% of the 1<sup>st</sup> Class Firefighter hourly rate, as described in Appendix A, for a Firefighter Non-Qualified;
- b. 117% of the 1<sup>st</sup> Class Firefighter hourly rate, as described in Appendix A, for a Firefighter Qualified.

~~11.3 — Acting Pay per Articles 11.1 and 11.2 shall only apply to a career casual members if the Fire Chief or Deputy Fire Chief assigns the career casual member to fulfill the duties of Captain.~~

11.4 Career casual members may be temporarily assigned at the Fire Chief's or Deputy Fire Chief's discretion to cover the shift schedule of full time members on extended leaves of absence (in excess of 112 days). Career casual member status as defined in the agreement will be maintained and all services will be provided in accordance with the articles of the collective agreement covering career casual employees except where stated herein:

- a. For the purposes of hours of work, overtime and Statutory holidays, the career casual member shall perform such services as if they were a full time member and shall be paid in accordance with the following Articles:

Article 8 – Shift Hours & Schedule

Article 12 – Overtime, with the exception of Article 12.4

Article 17 – General Holidays

- b. As per 11.3 above, Acting Pay as described in 11.1 and 11.2 shall only apply if the Fire Chief or Deputy Fire Chief assigns the career casual member to fulfill the duties of Captain.

## Article 12. Overtime

- 12.1 All hours worked in excess of a full time member’s regular hours of work shall be overtime.
- 12.2 All overtime shall be authorized by the Fire Chief or Deputy Fire Chief.
- 12.3 Overtime will be compensated as follows:
  - a. Full time members who work scheduled overtime shall be paid at one and one-half (1½) times their basic rate of pay rounded to the nearest 15 minutes. This includes job-related training sessions, courses, seminars, conferences, and duty crews.
  - b. Full time members who work unscheduled overtime will be paid at two (2) times their basic rate of pay, rounded to the nearest 15 minutes. This includes shift extensions, shift pick-ups within 24-~~hour’s~~hours of the shift start, and call outs.
- 12.4 Full time members whose annual vacation balance, including scheduled and approved vacation time is not more than 50% of their current annual allotment, may ~~chese~~choose to take time off in lieu of overtime pay. Hours are accumulated in the manner in which they are earned, as described in 12.3, up to a maximum accumulation of forty-eight (48) hours. Any overtime hours worked after forty-eight (48) hours that have been accumulated will be paid out. Time off in lieu of overtime pay will be taken by the member at a time mutually agreed upon between the Fire Chief or Deputy Fire Chief and the member.

## Article 13. Call Out

13.1 ~~A member may be subject to call out and shall be considered to have responded when the member arrives at the fire hall within thirty (30) minutes of receiving a page and signs in using the currently accepted process for attendance. Upon sign-in, the member shall receive the minimum two (2) hour response pay, paid in accordance with Article 12, regardless of whether Incident Command declared a Stand Down or otherwise deescalates the event. Receiving or placing phone calls or monitoring radio traffic will not attract call out pay or any other pay. A full time member who is off duty may be subject to call out. A full time member who is called out and requested to work will receive a minimum of two (2) hours of overtime, paid in accordance with Article 12.3(b). Receiving or placing phone calls, pages or monitoring radio traffic will not attract call out pay or any other pay.~~

~~13.2 A member who fails to respond to a call out within twenty (20) minute after they are notified and whose services are no longer required shall not receive any call out pay.~~

## Article 14. Shift Differential

14.1 A shift differential shall be paid for each hour worked on a regular shift between the hours of 18:00 and 08:00. The rate of the shift differential shall be ~~\$0.80~~\$1.00 per hour.

## Article 15. Daylight Savings Time

15.1 When daylight savings time reverts to standard time, members called in for overtime shall be paid in accordance with actual hours worked. All other members working on a regularly scheduled shift shall receive their wages as if it were a normal working period.

## Article 16. Vacations

- 16.1 Full time members are entitled to vacation time off with pay based on an average forty-two (42) hour workweek, and paid at the member's regular rate of pay at the time the vacation is taken. The vacation entitlement schedule is as follows:

Completed Years of Service	Vacation Amount	Hours Accrued
On your hire date	3 weeks	126 hours
On your 5 <sup>th</sup> anniversary	4 weeks	168 hours
On your 10 <sup>th</sup> anniversary	5 weeks	210 hours
On your 15 <sup>th</sup> anniversary	6 weeks	252 hours

- 16.2 Vacation entitlement shall begin accruing and increases to entitlements shall be measured from the date of hire as a full time member.
- 16.3 Annual vacation entitlement is prorated in the first calendar year. Carryover of up to 50% of a member's annual entitlement may be permitted under special circumstances and must be pre-approved by the Fire Chief or Deputy Fire Chief.
- 16.4 The Association acknowledges that the Town has the right to schedule vacation at any time during the year. However, the Town will make reasonable efforts to start vacations at the time or times desired by full time members. All vacation requests from full time members must be submitted in writing to the Fire Chief or Deputy Fire Chief and will be considered according to first come basis and operational needs.

## Article 17. General Holidays

- 17.1 The following will be observed as General Holidays:

New Years Day	Family Day
Good Friday	<del>Easter Monday</del>

Victoria Day	Canada Day
Heritage Day	Labour Day
<u>Truth &amp; Reconciliation Day</u>	
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

- 17.2 Eligible full time members shall receive twelve (12) hours pay at their regular hourly rate for each of the preceding general holidays.
- 17.3 A full time member whose shift commences on any of the above designated general holidays shall receive time and one-half (1½) their regular rate of pay for work performed on the general holiday.
- 17.4 A full time member is not entitled to General Holiday pay:
- a. If the employee does not work on a general holiday when scheduled to do so unless absent because of a medical illness or other reason acceptable to the Town;
  - b. If the employee is absent from their employment without the consent of the Town for all or part of their last shift preceding or their first shift following the general holiday; or
  - c. If the employee is not actively working due to lay off a workers' compensation claim, or a leave of absence as described in Articles 19 and 20.

## **Article 18. Benefits**

- 18.1 Providing a full time member meets the qualifying periods of employment for coverage for full time employees and meets any other requirements for participation as determined by the Town



or their insurer, the Town agrees to pay the following percentage of the premiums for the listed benefits below:

Coverage	Employer	Member
Extended Health Care	100%	
Health Spending Account	100%	
Dental Care	100%	
Group Life Insurance	70%	30%
Dependent Life Insurance	70%	30%
Optional Life Insurance		100%
Accidental Death and Dismemberment	70%	30%
Voluntary Accidental Death and Dismemberment		100%
Long Term Disability		100%
<u>Short Term Disability</u>	<u>100%</u>	

- 18.2 Participation in the benefits referred to in Article 18.1 is compulsory for full time members, except for the health and spending account, extended health care and dental care where the member has substantially similar coverage through a ~~third-party~~third-party spouse plan or equivalent.
- 18.3 The Town's responsibility for the benefit coverages listed in Article 18.1 is limited to the payment of premiums to purchase the coverages. The Town has no liability for the failure or refusal of an insurance carrier to honour a full time member's claim or to pay benefits and no such action on the part of the insurance carrier will constitute a breach of this Agreement by the Town. No dispute arising under or related to insured benefits provided by the Town will be subject to the grievance and arbitration procedures.
- 18.4 The Town agrees that if it changes insurance carriers during the term of the Agreement, it will notify the Association.
- 18.5 The Town of Canmore agrees to provide a supplemental unemployment benefit ("SUB") Plan to full time members who qualify for participation in the benefits plan as described in 18.1, subject to the following:

- a. The SUB plan shall supplement employment insurance (“E.I.”) benefits for periods of unemployment due to:
- ~~i. Short term medical;~~
  - ~~ii. The mandatory six (6) weeks of maternity leave following childbirth for health reasons;~~
  - ~~iii. Family caregiving leave~~
- b. The member shall provide the Town with verification from Human Resources and Skills Development Canada (“HRSDC”) or their delegate that the member has applied for and is in receipt of E.I. benefits;
- c. SUB plan benefits shall terminate concurrent with the termination or cessation of payment of E.I. benefits by HRSDC to the member;
- d. The member shall immediately advise the Town if their E.I. benefits stop or terminate for any reason whatsoever;
- e. SUB plan benefits shall be calculated and paid to the member in an amount equivalent to 75% of the member’s wages, as described in Schedule “A”, while the member is serving the one-week E.I. waiting period, and an amount equivalent to the difference between this calculated amount and the gross benefit the member receives from HRSDC thereafter;
- f. All SUB plans benefits are subject to statutory deductions; and
- g. The Town has no liability for the failure or refusal of HRSDC or their delegate to honour a full time member’s claim or to pay E.I. benefits, and no such action on the part of the HRSDC shall constitute a breach of this Agreement by the Town, nor shall it be subject to the grievance and arbitration procedure.

## Article 19. Unpaid Personal Leaves of Absence

- 19.1 Full time members with at least two years of continuous service may request a leave of absence without pay, to a maximum of one year, by submitting an Application for Voluntary Unpaid Leave of Absence form, with at least eight (8) weeks' notice from the requested start date, to the Fire Chief. The Fire Chief will respond within ten (10) working days.
- 19.2 Approval for unpaid personal leaves are reviewed on a case-by-case basis and approval is based on first on any applicable legislation that may apply, and second on the operational needs of the department. Where there is no applicable legislation, approval of a request for an unpaid personal leave is at the sole discretion of the Town.
- 19.3 Prior to the commencement of an approved unpaid leave of absence, the member's accrued vacation time and any banked overtime will be taken.
- 19.4 Where a leave of absence without pay is in excess of fifteen (15) calendar days the leave shall be subject to the following:
- a. Annual vacation entitlement shall be prorated to account for the period of absence and no vacation accrual will occur during said period;
  - b. Continuous participation in the benefits plan is mandatory while on an unpaid personal leave of absence of three (3) months or less, and the member must pay, in advance, the Town's and member's portions of the premiums for the coverages provided to the member in accordance with Article 18.1. Some exclusions may apply per the Town's plan contract with the benefits' provider.

Where an unpaid personal leave of absence is in excess of three (3) months, participation in the benefits plan will be suspended during the entire period of leave and reinstated in conjunction with the first day of work following the leave period;

- c. As an unpaid leave of absence without pay is noncontributory service, the Town will not make RRSP contributions. The member may elect to continue their contributions for the period of leave.
- 19.5 If a leave of absence without pay is granted, the member shall not lose any seniority, subject to the requirements of Article 23.3.
- 19.6 Members who have been elected or appointed by the Association to attend Association conferences or conventions shall be granted leave of absence without pay for this purpose, provided the operational needs of the Town's Fire-Rescue operations can be met. The Town reserves the right to limit the number of members attending such conferences or conventions to two (2) members at any one time.
- 19.7 A member who overstays their leave of absence by more than one tour, without the permission of the Town shall be considered to have voluntarily terminated their employment with the Town.

## **Article 20. Paid Leaves of Absence**

- 20.1 Sick Days
- a. Full time members are eligible for up to 12 sick days per calendar year, allocated on January 1 of each year;
  - b. Sick days will be prorated in the first year of full time employment based on the number of months remaining in the calendar year, and including the month of hire;
  - c. Sick days may be used for personal sickness, out-of-town medical appointments, or short-term care of an immediate family member who is ill.

## 20.2 Bereavement Leave

- a. Full time members are eligible for paid time off work equivalent to up to one tour for the purpose of grieving the loss of an immediate family member;
- b. If the death of an immediate family member occurs during an employee's annual vacation, the employee may replace up to one tour of vacation time with paid bereavement leave;
- c. In the event that an employee requires more time off to grieve, annual vacation or unpaid leave may be granted at the discretion of the Fire Chief or Deputy Fire Chief.

## 20.3 Funeral Leave

- a. Full time members are eligible for paid time off work equivalent to up to one shift for the purpose of attending the funeral, or like ceremony, for a non-immediate family member or friend.

## 20.4 Parent's leave

- a. Full time members are eligible for paid time off work equivalent to one shift for the purpose of attending the delivery of their new child, the release from the hospital of their new child, or the arrival of their newly adopted child.

## 20.5 Short-Term Medical Leave

- a. Full time members are eligible for up to 16 weeks of job-protected short-term medical leave due to personal illness or injury;

~~a-b.~~ Eligibility for and payment of short-term disability is as set out in Article 18.1 and the Town's short-term disability benefits carrier's policy.

~~b. Full time members who have an approved Employment Insurance (E.I.) claim will receive Supplemental Unemployment Benefits (SUB) Top-Up payments as set out in Article 18.5.~~

## 20.6 Long-Term Disability

- a. Long-term disability benefits provide up to a maximum of two years of job-protected leave from the date of disability for full time members;
- b. Eligibility for and payment of long-term disability is as set out in Article 18.1 and the Town's long-term disability benefits carrier's policy.

## 20.7 Maternity and Parental Leave

- a. ~~Full time members~~Members are eligible for and will be provided with time off for maternity leave and parental leave as set out by the minimums required by provincial legislation and may be eligible for E.I. benefits;
- b. ~~Birth mothers who are full time members may be eligible for short-term disability payments for the health-related leave period immediately following the birth of the child~~
- ~~a.c. Eligibility for and payment of short-term disability is as set out in Article 18.1 and the Town's short-term disability benefits carrier's policy.~~
- ~~b. New mothers who are full time members and who have an approved E.I. claim may receive SUB Top-Up payments as set out in Article 18.5.~~

## 20.8 Family Caregiving Leave

- a. ~~Full time members~~Members are eligible for and will be provided with time off to provide care or support for immediate family members who are critically ill or injured, or needing end-of-life care;
- b. Time off will be provided as set out by the minimums required by provincial legislation;
- c. Full time members may be eligible for E.I. benefits, and members who have an approved E.I. claim will receive SUB Top-Up payments as set out in Article 18.5.

## Article 21. Registered Retirement Savings Plant (RRSP)

- 21.1 All full time members are required to participate in a Group RRSP Plan. The Town shall pay an amount equivalent to 10.22% of the full time members' regular wages referenced in the Schedule of Wages attached as Schedule "A" to the Agreement. The member shall pay an amount equivalent to 5.5% of their regular wages referenced in the Schedule of Wages attached as Schedule "A" to this Agreement.

## Article 22. Line of Duty Death Funeral

- 22.1 In the event of a member line-of-duty, which occurs directly as a result of work they performed as a member of the Town's Fire-Rescue service, the Town shall provide a financial contribution to the member's immediate family for funeral expenses in an amount equivalent to two (2) months of the member's current gross wages with the Town of \$10,000, whichever is greater.

## Article 23. Seniority

- 23.1 The Association shall maintain a full time seniority list and a casual seniority list. The Full Time Seniority List shall show the names and commencement dates of continuous full time employment with the Employer in the bargaining unit. The Career Casual Seniority List shall show the names and commencement dates of continuous casual employment with the Employer in the bargaining unit.
- 23.2 The Association shall provide the Town with full time and casual seniority lists at the start of every year or when changes to the list have occurred.
- 23.3 A full time or career casual member's seniority shall commence with the first day of their employment with the bargaining unit within Fire-Rescue. Where two (2) or more full time or career casual members commence employment with the Town on the same day or as part of

the same recruitment intake, their seniority shall be established by the Town at the time of hiring prior to the start date.

~~23.123.4~~ Where a career casual member achieves full time employment with the bargaining unit, they will be placed at the bottom of the Full Time Seniority List. The seniority lists in Article 23.1 shall be distinct and are not reciprocal. Career casual seniority does not carry over to the Full Time Seniority List.

~~23.2~~ A career casual member shall accrue seniority on an hourly basis for all hours actively worked, which hours shall be credited to the career casual member if they become a full time member. A career casual member shall not accrue seniority with the Town for any other purpose.

~~23.3~~23.5 A member continues to accrue seniority if they are absent from work due to sickness, compensable injury, disability, or an approved leave of absence for a period of up to one (1) continuous year.

~~23.4~~23.6 A member shall lose their seniority in the event:

- a. The member is discharged and is not reinstated, or
- b. The member resigns.

~~23.5~~23.7 A member shall lose their seniority and be deemed to have resigned in the event:

- a. A member is laid off for more than twelve (12) continuous months and is not recalled in that period;
- b. The member is away due to illness, disability, or compensable injury for a continuous period of twelve (12) months; this may be extended by mutual agreement subject to evidence of a medical board for a period of up to twelve (12) additional months;



- c. The member fails to report for work when recalled after a layoff within seven (7) calendar days after being notified in writing by regular mail at the last known address, to report to work. It shall be the responsibility of the member to keep the Town informed of their current address; or,
- d. The member is absent without authorized leave in excess of one (1) year.

## **Article 24. Layoff and Recall**

- 24.1 In the event of any reduction by the Town, full time members shall be laid off in reverse order of seniority, provided that the remaining members have the requisite qualifications, skills, and abilities, as determined by the Town, to immediately perform in the positions available.
- 24.2 If the staff of the Fire-Rescue department increases within twelve (12) months of the date when a full time member is laid off, the affected member shall, if available, be re-engaged according to previous seniority standing held by them in preference to other applicants and, if re-engaged within twelve (12) months of the date of lay off, shall retain their seniority.
- 24.3 After a twelve (12) month recall period, a full time member shall be eligible for a severance allowance calculated at two weeks of their regular rate of pay for each completed year of service as a full time member within the bargaining unit to a maximum of twenty (20) weeks. Upon such payment, the full time member shall have no further action, claim, complaint, or grievance against the Town for the termination of their employment, including any rights to statutory termination pay or a severance payment.

## **Article 25. Promotions and Vacancies**

- 25.1 If the Town determines that there is a full time position vacancy within the scope of the bargaining unit, it shall be posted internally for a period of fifteen (15) calendar days. If there are no suitable applicants for the vacancy, the Town reserves the right to post and hire externally.

- 25.2 All promotions shall be based on qualifications, knowledge, skills, ability, and team fit relevant to the position as determined by the Town. Where these factors are deemed by the Town to be relatively equal, seniority shall be the determining factor.
- 25.3 Appointments to positions may be made by mutual agreement between the Association and Town without posting.
- 25.4 Full time members shall progress through the positions listed in the Schedule of Wages attached as Appendix "A" to this Agreement, subject to the following three (3) conditions:
- a. Meeting the minimum time requirements for experience at each level;
  - b. Successful completion of the criteria as outlined in the qualifications for each level; and,
  - c. A satisfactory performance evaluation.
- 25.5 The Association and Town agree to recognize an applicant's prior service and experience within the Fire Service profession as determined by the Fire Chief or Deputy Fire Chief but at a ratio no lower than 3:1 and no higher than 1:1 with respect to placement on the pay schedule.

## **Article 26. Employment**

- 26.1 The Association shall be notified of all hirings, layoffs, transfers, recalls, and terminations within the bargaining unit.
- 26.2 Every new member shall serve a probationary period of 12 months of active employment and, at the Fire Chief's discretion, may be extended for a further 6-month period.
- 26.3 A probationary member may be terminated if they do not meet the standards or requirements of the position, should the Fire Chief so determine.

## **Article 27. Member Fitness**

- 27.1 The Association and Town agree that members are expected to maintain their physical fitness. Should the Town determine a need for an evaluation of a member's fitness, it will be an evaluation comprised of the CPAT or equivalent. A member who fails to achieve the benchmark time established by the evaluation will have up to two (2) additional attempts within one (1) year in which to successfully complete the evaluation. The Association agrees that any member who does not successfully complete the evaluation within one (1) year is subject to disciplinary action.

## **Article 28. Medical Examinations**

- 28.1 The Town reserves the right to require a member to submit to an independent medical examination ("IME") at the expense of the Town who, in the opinion of the Town, is unable to return to or continue to perform the duties of their position due to illness or injury. Where the examination indicates the member is fit to perform the duties of the position or any reasonable temporary modifications thereof, and the Town concurs, they shall continue in, or return to their duties or any reasonable temporary modified duties. Where the IME indicates the member is medically unfit to continue in, or return to the duties of the position or any reasonable temporary modified duties thereof, the opinion provided by the IME shall be accepted as final and conclusive of the matter by the Town, the Association, and the member. Where the IME makes the aforesaid determination the Town shall endeavour, where possible and practical, to secure for the member alternative employment within Fire-Rescue, or another department of the Town.
- 28.2 An IME required in accordance with Article 28.1 shall be performed by an appropriate specialist medical practitioner licensed in the Province of Alberta as determined by the Town based on the nature of the illness or injury.

## Article 29. Personal Safety

- 29.1 Where the Town requires members to be immunized or vaccinated, the Town shall provide such vaccinations or immunizations at no cost to the member.

## Article 30. Clothing Issue

- 30.1 The Town agrees to provide members all required seasonal uniform issue, personal protective clothing, specialized clothing, and gear.
- 30.2 The Town and Association agree it is each member's responsibility to maintain a uniform kit with all required components for their duties.

## Article 31. Training

- 31.1 Annual training opportunities will be made available to members for operational requirements including technological and skills enhancement, contingent upon training availability, staffing requirements and limitations of budgets. The Town will pay for all training courses it determines as mandatory. Efforts will be made where reasonableness will prevail from both parties in scheduling training and notice requirements.
- 31.2 The Town will pay all fees associated with the maintenance and continuance of a full time member's registration with the Alberta College of Paramedics excluding any late fees. A member who is unsuccessful in any requirement in the maintenance and continuance of the member's registration with the Alberta College of Paramedics shall be responsible for all costs associated with subsequent attempts to complete the requirement.
- 31.3 The Town shall reimburse ~~full-time~~ members for the cost of travel and subsistence, and will compensate members for their hours for all training and travel taken in accordance with Town Policy, as amended from time to time.

## **Article 32. Labour Management Relations**

- 32.1 The parties agree that upon request of either party, a labour management meeting may be called as soon as possible to address items of concern or importance to the parties. Such meetings shall require at least five (5) calendar days' prior notice from the requesting party wherever possible and shall not occur on a more frequent basis than once every three (3) months unless some urgent matter should arise.

## **Article 33. Grievance and Arbitration Procedure**

- 33.1 A grievance shall be defined as any difference concerning the interpretation, application, operation, or alleged violation of this Agreement, and shall be handled in the following manner:

### **Step 1**

- a. Any grievance that a member may have shall first be taken-up informally between the Member and the Fire Chief or Deputy Fire Chief with or without a representative of the Association.

### **Step 2**

- a. Failing settlement in Step 1, the Member and the Association Representative shall submit the grievance in writing to the Town's Manager of Human Resources or their designate within fifteen (15) days of the occurrence of the incident causing the grievance or the time the Member should have first become aware of the incident causing the grievance.
- b. The grievance shall be presented in writing and signed by the Member and a representative of the Association, and shall contain:
- i. Full particulars of the facts giving rise to the grievance;
  - ii. The provision(s) of the Agreement considered; and,
  - iii. The particulars of the remedy sought.

- c. The Association may, by notice in writing to the Town's Manager of Human Resources, withdraw their grievance at any stage of this grievance procedure.
- d. The aggrieved member, unless otherwise mutually agreed to by the parties, and the Association Representative, shall meet with the Town's Manager of Human Resources or their designate within ten (10) days of the submission of the grievance in writing unless otherwise mutually agreed to by the parties.
- e. The Town's Manager of Human Resources shall reply within ten (10) days of grievance meeting.
- f. If the grievance is not satisfactorily resolved at Step 2, the grievance may be referred to Step 3 - Arbitration, with the exception of a grievance concerning the termination of a probationary employee, which may be the subject of the grievance procedure up to Step 2 only; the reply of the Town at Step 2 shall be final and binding.

### **Step 3 – Arbitration**

- a. If the grievance is not satisfactorily resolved at Step 2, the grievance may be referred to Arbitration by notice in writing to the Town's Manager of Human Resources within ten (10) days after the Town's Manager of Human Resources reply in Step 2.
- b. The notice of intent to refer the grievance to arbitration shall contain the name, address, and business phone number of the Association's nominee to the Board of Arbitration.
- c. The Town's Manager of Human Resources shall, within ten (10) days of receipt of the notice of intent to arbitrate, advise the Association of the name, address, and business phone number of its nominee to the Board of Arbitration.
- d. The two nominees shall, within ten (10) days of the appointment of the Town's nominee appoint a third person who shall be the Chairman. If the Association and Town nominees fail to agree upon a Chairman within the time limit (or such longer period of time as may be

- mutually agreed) then the Director of Mediation Services may be requested by either party to appoint a qualified person to act as Chairman.
- e. The Arbitration Board shall not make any decision inconsistent with the provisions of this Agreement or make any decision which would alter, modify, amend, add to, or subtract from any part of this Agreement. The Arbitration Board shall not adjudicate any matter not specifically grieved in the grievance.
  - f. The decision of the majority of the Arbitration Board shall be the decision of the Board, but if there is no majority decision; the decision of the Chairman shall govern. The decision shall be final and binding upon both parties. Each party shall bear the expenses of their nominee and the expenses of the Chairman shall be shared equally.
- 33.2 The Association or the Town may file a policy grievance in appropriate circumstances. A policy grievance shall not be brought with respect to matters capable of being filed as individual grievances or in respect to remedies or relief that effect individual employees. A policy grievance shall be initiated in writing at Step 2 of the grievance procedure within twenty (20) days of notice of the act causing the grievance.
- 33.3 For the purposes of this Article, the time limits referred to herein shall be working days Monday to Friday, exclusive of General Holidays. By mutual agreement of the Town and the Association, the time limits specified in this Article may be extended at any Step.
- 33.4 Should a Member or the Association fail to comply with any of the time limits specified in this Article, the grievance shall be considered to be abandoned.
- 33.5 A grievance at Step 3 may, upon agreement of both parties, be submitted to a single Arbitrator.

## **Article 34. Discipline and Discharge**

- 34.1 The Town shall not discharge or otherwise discipline a member for other than just cause.

- 34.2 Association representation shall be granted, upon request by a member, in all stages of discipline, except oral reprimand and or incident investigation. Where the situation instigating discipline requires an immediate response and Association representation is not readily available, the disciplinary action shall proceed and the Association shall be notified of the proceeding as soon as practical.

### **Article 35. No Strike and Lockouts**

- 35.1 The Association agrees that it will not cause, authorize, sanction, or permit members to cause or take part in any strike during the term of the Agreement.
- 35.2 The Town agrees that it will not cause or sanction a lockout during the term of this Agreement.

### **Article 36. Correspondence**

- 36.1 Within ten (10) days of ratification of this Agreement, the Town and the Association shall designate a person or persons and all correspondence between the parties arising out of this Agreement or incidental to it shall pass to and from such designated persons. Such notification shall be in writing and include the name(s), address, telephone, and email address.

### **Article 37. Indemnification**

- 37.1 The Town agrees to defend any and all claims, suits or actions made or filed against a member and undertakes to indemnify the member from any and all liability, loss or damage a member may suffer as a result of the claims, costs, demands, or judgement against the member arising out of the member carrying out their duties, except where the action of the member constitutes a gross disregard or gross neglect of their duty.



## **Article 38. Career Casual Members**

38.1 The following provisions of this Agreement apply to career casual members:

Article 1 – Definitions

Article 2 – Term of Agreement

Article 3 – Scope

Article 4 – Management Rights

Article 5 – Discrimination

Article 6 – Association Business

Article 7 – Association Recognition and Dues

Article 9 – Remuneration and Payment

Article 11 – Temporary Assignment

Article 14 – Shift Differential

Article 15 – Daylight Savings Time

Article 22 – Line of Duty Death Funeral

Article 23 – Seniority

Article 25 – Promotions and Vacancies

Article 26 – Employment

Article 27 – Member Fitness

Article 28 – Medical Examinations

Article 29 – Personal Safety

Article 32 – Labour Management Relations

Article 34 – Discipline and Discharge

Article 35 – No Strike and Lockouts

Article 36 – Correspondence

Article 37 – Indemnification

Appendix A

- 38.2 The other provisions of this Agreement do not apply to career casual members unless otherwise specifically stated.
- 38.3 Career casual members may be scheduled at the Fire Chief's or Deputy Fire Chief's discretion, to cover annual vacation, sick leave, or other approved short term leaves of absence taken by full time members.
- 38.4 Career casual members shall be paid overtime at a rate of one and a half (1½) times their regular hourly rate for the greater of:
- a. All hours worked in excess of:
    - i. Daily scheduled hours, if backfilling the shift of a full time member;
    - ii. 10 hours a day, if unscheduled or if scheduled for less than 10 hours; or
  - b. All hours worked in excess of 48 in a workweek, where the workweek is Sunday to Saturday.
- 38.5 A career casual member who works on a general holiday as defined in Article 17.1 shall be paid one and a half (1½) times their regular rate of pay for all hours worked subject to the requirements of Article 17.4.
- 38.6 A career casual member shall be paid four percent (4%) of their regular earnings for vacation pay in the first five years of employment and six percent (6%) of their regular earnings for vacation pay in the sixth and subsequent years.

38.7 Article 33, Grievance and Arbitration, shall apply to career casual members for the purpose of grievances related to those articles identified within Article 38.1, 38.3, 38.4, 38.5, and 38.6.

SIGNED THIS \_\_\_\_\_ day of \_\_\_\_\_, ~~2019~~2024.

For the Town of Canmore

For the Canmore Firefighters, Local 4705  
of the International Association for Firefighters

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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## ATTACHMENTS



## Appendix A - Schedule of Wages

**Effective the start of the first Pay Period of ~~2018~~2021**

*1<sup>st</sup> Class Firefighter rate is based on an annual salary of ~~\$100,792~~\$107,999.*

Position	Percentage of 1 <sup>st</sup> Class Rate	Hourly Rate
Captain	122%	<del>\$56.30</del> <u>\$60.33</u>
1 <sup>st</sup> Class Firefighter	100%	<del>\$46.15</del> <u>\$49.45</u>
2 <sup>nd</sup> Class Firefighter	90%	<del>\$41.54</del> <u>\$44.51</u>
3 <sup>rd</sup> Class Firefighter	85%	<del>\$39.23</del> <u>\$42.03</u>
4 <sup>th</sup> Class Firefighter	80%	<del>\$36.92</del> <u>\$39.56</u>
<u>5<sup>th</sup> Class Firefighter</u>	<u>75%</u>	<u>\$37.09</u>

**Effective the start of the first Pay Period of ~~2019~~2022**

*1<sup>st</sup> Class Firefighter rate is based on an annual salary of ~~\$102,808~~\$111,231.*

Position	Percentage of 1 <sup>st</sup> Class Rate	Hourly Rate
Captain	122%	<del>\$57.43</del> <u>\$62.13</u>
1 <sup>st</sup> Class Firefighter	100%	<del>\$47.07</del> <u>\$50.93</u>
2 <sup>nd</sup> Class Firefighter	90%	<del>\$42.36</del> <u>\$45.84</u>
3 <sup>rd</sup> Class Firefighter	85%	<del>\$40.01</del> <u>\$43.29</u>
4 <sup>th</sup> Class Firefighter	80%	<del>\$37.66</del> <u>\$40.74</u>
<u>5<sup>th</sup> Class Firefighter</u>	<u>75%</u>	<u>\$38.20</u>

**Effective the start of the first Pay Period of ~~2020~~2023**

*1st Class Firefighter rate is based on an annual salary of ~~\$104,864~~\$114,573.*

Position	Percentage of 1 <sup>st</sup> Class Rate	Hourly Rate
Captain	122%	<del>\$58.57</del> <u>\$64.00</u>
1 <sup>st</sup> Class Firefighter	100%	<del>\$48.01</del> <u>\$52.46</u>
2 <sup>nd</sup> Class Firefighter	90%	<del>\$43.21</del> <u>\$47.21</u>
3 <sup>rd</sup> Class Firefighter	85%	<del>\$40.81</del> <u>\$44.59</u>
4 <sup>th</sup> Class Firefighter	80%	<del>\$38.41</del> <u>\$41.97</u>
<u>5<sup>th</sup> Class Firefighter</u>	<u>75%</u>	<u>\$39.35</u>

## LETTER OF UNDERSTANDING

### BETWEEN

#### THE TOWN OF CANMORE

(the "Employer")

### AND

#### CANMORE FIREFIGHTERS, LOCAL 4705

#### OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

(the "Association")

RE: Emergency Staffing

**WHEREAS** the Employer requires one (1) employee (a "Career Casual, Full-Time or Paid Response Firefighter") to cover an absent Full-Time or Career Casual member's scheduled shift, when twenty-four (24) hours or less notice from the start of the shift is provided ("short notice");

**NOW THEREFORE** the parties have agreed to the following:

1. In the event of short notice coverage for a Full Time or a Career Casual member's absence from a scheduled shift, a Fire Manager alert and/or an Active 911 alert for the shift will be sent out. These notification tools may be adjusted as technology or operational changes occur. Based on the notice that is provided for the absence, alerts will be issued in the following format:
  - a. An electronic alert will be issued to both the Career Casual & Full Time groups.
    - i. The shift will be awarded after one (1) hour of the alert being issued.
    - ii. Preference for filling the shift will be given in the following order:
      1. Career Casual
      2. Full Time



- b. In the event that no one has responded within one (1) hour of the first alert being issued, a second electronic alert will be issued to the Casual, Full-Time and Paid Response Firefighter groups to ensure the shift is filled.
  - i. The shift will be awarded after one (1) hour of the alert being issued.
  - ii. Preference for filing the shift will be given in the following order:
    - 1. Career Casual
    - 2. Full Time
    - 3. Paid Response Firefighter
  
- c. When one (1) hour or less notice from the start of the shift is provided, the alert will be sent out to the Career Casual, Full Time, and Paid Response Firefighter groups.
  - i. The shift will be awarded after fifteen (15) minutes of an alert being issued.
  - ii. Preferences for filling the shift will be given in the following order:
    - 1. Casual
    - 2. Full Time
    - 3. Paid Response Firefighter
  - iii. In the event that no one has responded within fifteen (15) minutes of the alert being issued, the shift may be awarded immediately on the response alert.
  
- d. In any of the circumstances above, the shift may be awarded at the Fire chief’s discretion when there is only thirty (30) minutes remaining before the shift start, with preference given in the order described above.

- 2. Paid Response Firefighters must have the following minimum qualifications to be eligible for Emergency Staffing Shifts:
  - a. NFPA 1001 Level 1 (or equivalent) with basic pump operations
  - b. Class 3 Drivers License with Q Endorsement

**ON BEHALF OF THE EMPLOYER**

**ON BEHALF OF THE ASSOCIATION**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE TOWN OF CANMORE**

**(the "Employer")**

**AND**

**CANMORE FIRE FIGHTERS, LOCAL 4705**

**OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**(the "Association")**



**RE: Medical Screening & Member Fitness**

The Employer and the Association (the "parties") agree to form a committee for the purpose of working together to research and discuss options for:

1. The establishment of a medical screening program for all active members; and,
2. A physical fitness evaluation to replace the CPAT.


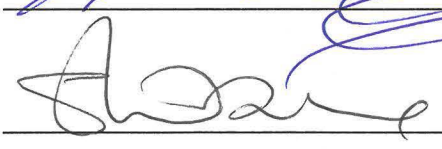
Said committee will be established by December 1, 2019, and will include representatives from both parties.

**ON BEHALF OF THE EMPLOYER**

  
 \_\_\_\_\_  
  
 \_\_\_\_\_

DATE: May 7 2019.

**ON BEHALF OF THE ASSOCIATION**

  
 \_\_\_\_\_  
  
 \_\_\_\_\_

DATE: May 7/19

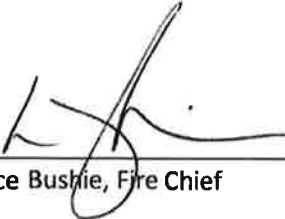
LETTER OF AGREEMENT  
BETWEEN  
THE TOWN OF CANMORE  
AND  
CANMORE FIRE FIGHTERS, LOCAL 4705  
OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
RE: AGREEMENT TO APPOINT FIVE (5) CASUAL EMPLOYEES  
Without Prejudice

The Parties agree to the following:

1. That this letter of agreement applies to Jason Lyon, Sara Bowes, Michael Barrett, Georgina Turner, and Benjamin Murphy;
2. That Lyon, Bowes, Barrett, Turner, and Murphy's employment status will change from paid response, out of scope to career casual, in scope effective May 29, 2022;
3. That these employees will be classified as 4<sup>th</sup> Class firefighters with all rights and privileges under the collective agreement;
4. That seniority shall be determined using a random, computerized generator.

Signed this 26 day of May, 2022.

For the Town of Canmore

  
\_\_\_\_\_  
Lance Bushie, Fire Chief

  
\_\_\_\_\_  
Therese Rogers, GM of Corporate Services

For the Canmore Fire Fighters, Local 4705  
of the International Association of Fire Fighters

  
\_\_\_\_\_  
Steven Westlake, President

  
\_\_\_\_\_  
Todd Sikorsky, Vice President

LETTER OF AGREEMENT  
BETWEEN  
THE TOWN OF CANMORE  
AND  
CANMORE FIRE FIGHTERS, LOCAL 4705  
OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

RE: AGREEMENT TO WAIVE THE 112 DAY MINIMUM FOR TEMPORARY ASSIGNMENT, ARTICLE 11.4

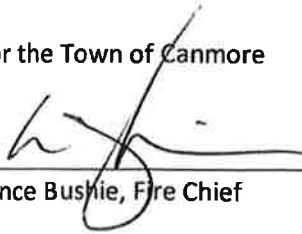
Without Prejudice

The Parties agree to the following:

1. That the Fire Chief may temporarily assign career casual members to cover the vacant shifts of full-time employees Captain's Gill and Sikorsky, which are created by medical leaves;
2. Shifts will be covered by those career casual members who express interest in these short-term assignments and assigned based on Article 25.2 and employee availability;
3. That this letter of agreement will expire with ratification of the collective agreement, or with 30 days written notice by either party, and the terms outlined in the collective agreement shall prevail;
4. Neither the town nor the association will rely on this letter of understanding in any current or future rounds of collective bargaining.


Signed this 26 day of may, 2022.

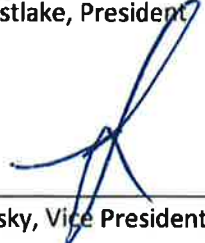
For the Town of Canmore

  
Lance Bushie, Fire Chief

For the Canmore Fire Fighters, Local 4705  
of the International Association of Fire Fighters

  
Steven Westlake, President

  
Therese Rogers, GM of Corporate Services

  
Todd Sikorsky, Vice President

**LETTER OF UNDERSTANDING BETWEEN  
 THE TOWN OF CANMORE  
 (the "Employer") AND  
 CANMORE FIRE FIGHTERS, LOCAL 4705  
 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
 (the "Association")**

**RE: Paid Response Firefighters**

**WHEREAS** the Association would like to include Paid Response Firefighters into the scope of the Collective Agreement (the "Agreement");

**AND WHEREAS** the Employer has legal obligations to its out-of-scope employees that do not make it sustainable to require those employees to become part of the Association;

**NOW THEREFORE** the parties have agreed to the following:

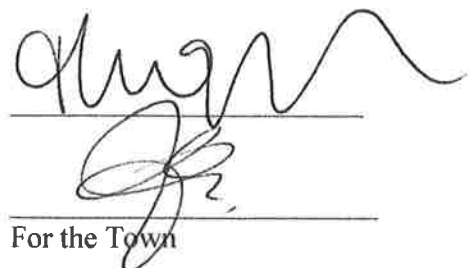
1. Effective January 1, 2023, all new Firefighters hired by the Town, will be hired within the scope of the Agreement, and no new Paid Response Firefighters will be hired thereafter.
2. A classification of 5<sup>th</sup> Class Firefighter will be created and will be paid 75% of the 1<sup>st</sup> Class Firefighter rate.
3. Every new 5th Class Firefighter shall serve a training period of up to a maximum of 18 months of active employment and, at the Fire Chief's discretion, may be extended for a further 6-month period in order to meet the standards and requirements of 4th Class Firefighter.
4. A 5th Class Firefighter may be terminated if they do not meet the standards or requirements of a 4th Class Firefighter within the training period.
5. Effective January 1, 2023, all active Paid Response Firefighters shall be provided the opportunity to become a Career Casual Member.
6. Any Paid Response Firefighter who chooses not to become a Career Casual Member shall continue in their current role as a Paid Response Firefighter until such time as they are no longer employed by the Employer.
7. Paid Response Firefighters who choose to become a Career Casual Member will be placed within the classification based on their qualifications.

October 24, 2022

Signed Off Date



For the Association



For the Town

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE TOWN OF CANMORE**

**and**

**CANMORE FIREFIGHTERS, LOCAL 4705  
OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**January 1, 2021 – December 31, 2023**



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**LETTER OF UNDERSTANDING re: Emergency Staffing**

**LETTER OF UNDERSTANDING Medical Screening & Member Fitness**

**LETTER OF UNDERSTANDING Agreement to Appoint Five Casual Employees**

**LETTER OF UNDERSTANDING Agreement to Waive the 112 Day Minimum**

**LETTER OF UNDERSTANDING Paid Response Firefighters**

**THIS AGREEMENT MADE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024**

**BETWEEN**

**THE TOWN OF CANMORE**

(hereinafter referred to as the “Town”)

**AND**

**CANMORE FIREFIGHTERS, LOCAL 4705**

**OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

(hereinafter referred to as the “Association”)

## Article 1. Definitions

- 1.1 **Association:** When used in this Agreement the word “Association” means the certified bargaining agent Canmore Firefighters, Local 4705 of the International Association of Firefighters or its successors.
- 1.2 **Call Out:** The words “call out” when used in this Agreement shall mean the summoning of a member to their place of work during their off-duty hours for the purposes of carrying out the duties of the Fire-Rescue service. The “call out” shall be initiated by the Fire Chief, the Deputy Fire Chief and/or by standing orders such as Bulletins, Standard Operating Procedures and/or Administrative Guidelines which may change from time to time at the discretion of the Town.
- 1.3 **Career Casual Member:** The words “career casual member” when used in this Agreement shall mean a member who is scheduled on an ad hoc basis to perform the same duties as a full time member and/or to respond to fire calls.
- 1.4 **Fire-Rescue:** In this Agreement, the words “Fire-Rescue” shall mean the segment of the Town’s organizational structure under the direct supervision of the Fire Chief.
- 1.5 **Firefighter Qualified (FFQ):** In this Agreement, the words “Firefighter Qualified” or “FFQ” shall mean Full Time and Casual members who have been identified by the Fire Chief as being eligible to act as Captain. FFQ members shall hold all applicable qualifications as described by the Town.
- 1.6 **Firefighter Non-Qualified:** In this Agreement, the words Firefighter Non-Qualified shall mean Full Time and Casual members who may from time to time be assigned by the Fire Chief to the duties of a Captain. This will occur only in exceptional and extenuating circumstances, and only when an FFQ is not available.
- 1.7 **Full Time Member:** The words “full time member” when used in this Agreement shall mean a member who has successfully met the criteria of the initial probationary period and who is scheduled thereafter by the Town to work on a regular basis performing the duties of a position.

- 1.8 **Immediate Family Member:** The term “immediate family member” includes partner, parents, children, siblings, grandchildren, grandparents.
- 1.9 **Interpretation:** In this Agreement, unless the contrary intention appears, words in singular shall include the plural, words in the plural shall include the singular, words in masculine gender shall include the feminine and vice versa.
- 1.10 **Member:** The word “member” when used in this Agreement shall mean a full time career or casual employee of the Town whose employment is subject to the terms of this Agreement. When an Article in this Agreement refers to a full time member and thereafter refers to the full time member as simply a member it shall mean a full time member only.
- 1.11 **Off Duty Member:** The words “off duty member” when used in this Agreement shall mean a member who has completed their regularly scheduled shift.
- 1.12 **Paid Response Firefighter:** The words “ Paid Response Firefighter” when used in this Agreement shall mean a non-member who provides Fire-Rescue services as and when required by the Town but does not work a pre-determined shift or call schedule or provide relief shifting for a member.
- 1.13 **Policy Grievance:** The words “policy grievance” when used in this Agreement shall mean a difference concerning the interpretation or application of this Agreement or any applicable law which seeks to enforce an obligation of the Town to the Association or the Association to the Town.
- 1.14 **Position:** The word “position” when used in this Agreement shall mean a set of duties and title described in a job description by the Town and filled by a member.
- 1.15 **Regular Association Dues:** In this Agreement, the words “regular association dues” shall mean the dues as uniformly set out by the Association.

- 1.16 **Schedule:** The word “schedule” when used in this Agreement shall mean a timetable of hours assigned to position by the Town.
- 1.17 **Shift:** The word “shift” when used in this Agreement shall mean a ten (10) hour shift, twelve (12) hour shift, fourteen (14) hour shift, or twenty-four (24) hours shift, commencing at times assigned to a position.
- 1.18 **Tour:** The word “tour” when used in this Agreement shall mean a shift schedule, comprised of two ten (10) hour shifts followed immediately by two fourteen (14) hour shifts, or any other combination of shifts as determined by the Town from time to time.
- 1.19 **Town:** In this Agreement, the word “Town” shall mean the Town of Canmore or where the context suggests, the Chief Administrative Officer or such Employee designated to carry out administrative duties in respect of the operation and management of the Town.

## Article 2. Term of Agreement

- 2.1 The effective date of this Agreement shall be January 1, 2021, and will continue in force until December 31, 2023, and from year to year thereafter until replaced by a new collective agreement or until terminated in accordance with the provisions of the Labour Relations Code.
- 2.2 Notification to meet and bargain collectively shall be made in writing by either party no more than one hundred and twenty (120) calendar days and not less than sixty (60) days from the expiry date of this Agreement. Proposed amendments shall be exchanged at the first meeting.
- 2.3 Notice shall be deemed to have been given at the expiry of the Agreement should either party fail to do so prior to the expiry date of this Agreement.
- 2.4 Changes in the Agreement may be made at any time through a properly executed letter of understanding.

### **Article 3. Scope**

- 3.1 This agreement shall apply to all members covered by the Certificate issued by the Labour Relations Board of the Province of Alberta. It shall not apply to Paid Response Firefighters, the Fire Chief, or the Deputy Fire Chief.
- 3.2 All Paid Response Firefighters active on the date of ratification may perform the duties of a firefighter provided the work does not reduce the regular hours of work or pay of any full time member and they shall not work a pre-determined shift or call schedule or provide relief shifting for a member.
- 3.3 The Fire Chief and Deputy Fire Chief may perform the functions of a member (the “work”) for purposes of instruction, in an emergency, when full time members are not able to perform the work, or provided the act of performing the work does not reduce the hours of work or pay of any full time member.

### **Article 4. Management Rights**

- 4.1 The Association recognizes and acknowledges that the management and direction of employees is fixed exclusively in the Town and, without restricting the generality of the foregoing, the Association acknowledges that, except to the extent to which these rights have been specifically abrogated by the terms of this Agreement, it is the exclusive function of the Town to:
- a. Formulate, change, abolish, and enforce rules and regulations to be observed by members provided that consultation shall take place prior to implementation of any significant changes;
  - b. Maintain order, discipline and efficiency, the right to discipline, suspend or discharge members for just cause;

- c. Determine the nature and type of Fire-Rescue services to be provided by the Town, the methods and techniques of work to provide Fire-Rescue services, the number of members to be employed; and
- d. The right to direct, select, hire, assign to positions and shifts including rotating shifts, schedule, promote, demote, classify, layoff and recall members; the right to determine job content and quality and quantity standards; the right to use improved methods, machinery, and equipment.

Management reserves all rights not specifically restricted by the provisions of this Agreement.

## **Article 5. Discrimination**

- 5.1 The Town and the Association agree that the workplace shall remain free from discrimination based on the protected grounds recognized under the Alberta Human Rights Act, as covered under the Alberta Labour Relations Code, based on membership or non-membership in the Association and in accordance with the Town's Respectful Workplace Policy.

## **Article 6. Association Business**

- 6.1 Except as expressly permitted by this Agreement, there shall be no Association activities on the Town time or on Town property without the prior permission of the Fire Chief, or their designate.

## **Article 7. Association Recognition and Dues**

- 7.1 The Town recognizes the Association as the sole collective bargaining agent for the members covered by this Agreement.
- 7.2 Regular Association Dues will be deducted from members each pay period. Deductions made by the Town in each calendar month will be forwarded to the Association by the 15<sup>th</sup> of the next calendar month together with a list of members from whom the deductions have been taken.

- 7.3 The Association will provide the Town with thirty (30) days written notice of any alteration of the Regular Association Dues prior to the implementation date. The Town shall begin payroll deductions on the nearest pay period of the implementation date.
- 7.4 The Association agrees to indemnify and save harmless the Town against any claim, demand, action, or liability from the application of this Article.

## **Article 8. Shift Hours and Schedule**

- 8.1 The parties to this Agreement agree that the Town has the right to operate Fire-Rescue services on a continued twenty-four (24) hour basis, seven (7) days a week.
- 8.2 Full time members shall work shift work scheduled by the Town with a repeating schedule that averages a forty-two (42) hour workweek.
- 8.3 A platoon shift schedule shall consist of two (2) ten (10) hour day shifts followed by two (2) fourteen (14) hour night shifts, immediately followed by four (4) days off.
- 8.4 Nothing in this Agreement inhibits the Fire Chief, upon ten (10) calendar days written notice, from reassigning a member to work another shift based on ten (10) hour days, fourteen (14) hour nights, or twelve (12) hour or twenty-four (24) hour shifting.

## **Article 9. Remuneration and Payment**

- 9.1 The Town shall pay during the life of this Agreement the Schedule of Wages in Appendix "A".
- 9.2 All members shall be paid on a biweekly basis, and each member shall be provided with an itemized statement of earnings and deductions.
- 9.3 Any increases to a member's wage rate as described in this Agreement shall commence with the first pay period following ratification of this Agreement.



- 9.4 Any retroactive pay owed shall be received by those eligible members within 90 days of said date.
- a. The following earnings shall be included in the calculation of retroactive pay:
- Regular wages, including time off in lieu of overtime pay
  - Vacation pay
  - Paid leaves per article 20.1, 20.2, 20.3, and 20.4
  - Overtime at 1.5x
  - Overtime at 2.0x
  - Stat holiday pay
  - Stat worked pay
- b. Members who are active as of the date of ratification of this agreement are eligible for said retroactive pay.
- c. Members who are terminated as of the date of ratification of this agreement may be eligible for retroactive pay. Said members must formally request their retroactive pay, in writing and addressed to the Manager of Human Resources, within 90 days of the date of ratification.

## **Article 10. Service Pay**

- 10.1 The Town acknowledge full time members with a long service bonus in an effort to sincerely recognize and show appreciation for the services rendered. A one-time lump sum payment will be made for continuous service as a full time member with Canmore Fire-Rescue effective July 4, 2009.
- \$500.00 after the sixth (6<sup>th</sup>) year of continuous service
  - \$750.00 after the twelfth (12<sup>th</sup>) year of continuous service
  - \$1000.00 after the eighteenth (18<sup>th</sup>) year of continuous service
  - \$1250.00 after the twenty-fourth (24<sup>th</sup>) year of continuous service

## Article 11. Temporary Assignment

- 11.1 Full time members may be temporarily assigned at the Fire Chief's or Deputy Fire Chief's discretion to fulfill the duties of an officer, and shall receive Acting Pay at a premium, per Article 11.2, for all hours worked in the position.
- 11.2 The Acting Pay premium shall be:
- a. 112% of the 1<sup>st</sup> Class Firefighter hourly rate, as described in Appendix A, for a Firefighter Non-Qualified;
  - b. 117% of the 1<sup>st</sup> Class Firefighter hourly rate, as described in Appendix A, for a Firefighter Qualified.
- 11.4 Career casual members may be temporarily assigned at the Fire Chief's or Deputy Fire Chief's discretion to cover the shift schedule of full time members on extended leaves of absence (in excess of 112 days). Career casual member status as defined in the agreement will be maintained and all services will be provided in accordance with the articles of the collective agreement covering career casual employees except where stated herein:
- a. For the purposes of hours of work, overtime and Statutory holidays, the career casual member shall perform such services as if they were a full time member and shall be paid in accordance with the following Articles:
    - Article 8 – Shift Hours & Schedule
    - Article 12 – Overtime, with the exception of Article 12.4
    - Article 17 – General Holidays
  - b. As per 11.3 above, Acting Pay as described in 11.1 and 11.2 shall only apply if the Fire Chief or Deputy Fire Chief assigns the career casual member to fulfill the duties of Captain.

## **Article 12. Overtime**

- 12.1 All hours worked in excess of a full time member's regular hours of work shall be overtime.
- 12.2 All overtime shall be authorized by the Fire Chief or Deputy Fire Chief.
- 12.3 Overtime will be compensated as follows:
- a. Full time members who work scheduled overtime shall be paid at one and one-half (1½) times their basic rate of pay rounded to the nearest 15 minutes. This includes job-related training sessions, courses, seminars, conferences, and duty crews.
  - b. Full time members who work unscheduled overtime will be paid at two (2) times their basic rate of pay, rounded to the nearest 15 minutes. This includes shift extensions, shift pick-ups within 24-hours of the shift start, and call outs.
- 12.4 Full time members whose annual vacation balance, including scheduled and approved vacation time is not more than 50% of their current annual allotment, may choose to take time off in lieu of overtime pay. Hours are accumulated in the manner in which they are earned, as described in 12.3, up to a maximum accumulation of forty-eight (48) hours. Any overtime hours worked after forty-eight (48) hours that have been accumulated will be paid out. Time off in lieu of overtime pay will be taken by the member at a time mutually agreed upon between the Fire Chief or Deputy Fire Chief and the member.

## **Article 13. Call Out**

- 13.1 A member may be subject to call out and shall be considered to have responded when the member arrives at the fire hall within thirty (30) minutes of receiving a page and signs in using the currently accepted process for attendance. Upon sign-in, the member shall receive the minimum two (2) hour response pay, paid in accordance with Article 12, regardless of whether Incident

Command declared a Stand Down or otherwise deescalates the event. Receiving or placing phone calls or monitoring radio traffic will not attract call out pay or any other pay.

### **Article 14. Shift Differential**

- 14.1 A shift differential shall be paid for each hour worked on a regular shift between the hours of 18:00 and 08:00. The rate of the shift differential shall be \$1.00 per hour.

### **Article 15. Daylight Savings Time**

- 15.1 When daylight savings time reverts to standard time, members called in for overtime shall be paid in accordance with actual hours worked. All other members working on a regularly scheduled shift shall receive their wages as if it were a normal working period.

### **Article 16. Vacations**

- 16.1 Full time members are entitled to vacation time off with pay based on an average forty-two (42) hour workweek, and paid at the member's regular rate of pay at the time the vacation is taken. The vacation entitlement schedule is as follows:

<b>Completed Years of Service</b>	<b>Vacation Amount</b>	<b>Hours Accrued</b>
On your hire date	3 weeks	126 hours
On your 5 <sup>th</sup> anniversary	4 weeks	168 hours
On your 10 <sup>th</sup> anniversary	5 weeks	210 hours
On your 15 <sup>th</sup> anniversary	6 weeks	252 hours

- 16.2 Vacation entitlement shall begin accruing and increases to entitlements shall be measured from the date of hire as a full time member.

- 16.3 Annual vacation entitlement is prorated in the first calendar year. Carryover of up to 50% of a member's annual entitlement may be permitted under special circumstances and must be pre-approved by the Fire Chief or Deputy Fire Chief.
- 16.4 The Association acknowledges that the Town has the right to schedule vacation at any time during the year. However, the Town will make reasonable efforts to start vacations at the time or times desired by full time members. All vacation requests from full time members must be submitted in writing to the Fire Chief or Deputy Fire Chief and will be considered according to first come basis and operational needs.

## **Article 17. General Holidays**

- 17.1 The following will be observed as General Holidays:

New Years Day	Family Day
Good Friday	Victoria Day
Canada Day	Heritage Day
Labour Day	Truth & Reconciliation Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

- 17.2 Eligible full time members shall receive twelve (12) hours pay at their regular hourly rate for each of the preceding general holidays.
- 17.3 A full time member whose shift commences on any of the above designated general holidays shall receive time and one-half (1½) their regular rate of pay for work performed on the general holiday.

- 17.4 A full time member is not entitled to General Holiday pay:
- a. If the employee does not work on a general holiday when scheduled to do so unless absent because of a medical illness or other reason acceptable to the Town;
  - b. If the employee is absent from their employment without the consent of the Town for all or part of their last shift preceding or their first shift following the general holiday; or
  - c. If the employee is not actively working due to lay off a workers' compensation claim, or a leave of absence as described in Articles 19 and 20.

## Article 18. Benefits

- 18.1 Providing a full time member meets the qualifying periods of employment for coverage for full time employees and meets any other requirements for participation as determined by the Town or their insurer, the Town agrees to pay the following percentage of the premiums for the listed benefits below:

Coverage	Employer	Member
Extended Health Care	100%	
Health Spending Account	100%	
Dental Care	100%	
Group Life Insurance	70%	30%
Dependent Life Insurance	70%	30%
Optional Life Insurance		100%
Accidental Death and Dismemberment	70%	30%
Voluntary Accidental Death and Dismemberment		100%
Long Term Disability		100%
Short Term Disability	100%	

- 18.2 Participation in the benefits referred to in Article 18.1 is compulsory for full time members, except for the health and spending account, extended health care and dental care where the member has substantially similar coverage through a third-party spouse plan or equivalent.
- 18.3 The Town's responsibility for the benefit coverages listed in Article 18.1 is limited to the payment of premiums to purchase the coverages. The Town has no liability for the failure or refusal of an insurance carrier to honour a full time member's claim or to pay benefits and no such action on the part of the insurance carrier will constitute a breach of this Agreement by the Town. No dispute arising under or related to insured benefits provided by the Town will be subject to the grievance and arbitration procedures.
- 18.4 The Town agrees that if it changes insurance carriers during the term of the Agreement, it will notify the Association.
- 18.5 The Town of Canmore agrees to provide a supplemental unemployment benefit ("SUB") Plan to full time members who qualify for participation in the benefits plan as described in 18.1, subject to the following:
- a. The SUB plan shall supplement employment insurance ("E.I.") benefits for periods of unemployment due to:
    - i. Family caregiving leave
  - b. The member shall provide the Town with verification from Human Resources and Skills Development Canada ("HRSDC") or their delegate that the member has applied for and is in receipt of E.I. benefits;
  - c. SUB plan benefits shall terminate concurrent with the termination or cessation of payment of E.I. benefits by HRSDC to the member;
  - d. The member shall immediately advise the Town if their E.I. benefits stop or terminate for any reason whatsoever;

- e. SUB plan benefits shall be calculated and paid to the member in an amount equivalent to 75% of the member's wages, as described in Schedule "A", while the member is serving the one-week E.I. waiting period, and an amount equivalent to the difference between this calculated amount and the gross benefit the member receives from HRSDC thereafter;
- f. All SUB plans benefits are subject to statutory deductions; and
- g. The Town has no liability for the failure or refusal of HRSDC or their delegate to honour a full time member's claim or to pay E.I. benefits, and no such action on the part of the HRSDC shall constitute a breach of this Agreement by the Town, nor shall it be subject to the grievance and arbitration procedure.

## **Article 19. Unpaid Personal Leaves of Absence**

- 19.1 Full time members with at least two years of continuous service may request a leave of absence without pay, to a maximum of one year, by submitting an Application for Voluntary Unpaid Leave of Absence form, with at least eight (8) weeks' notice from the requested start date, to the Fire Chief. The Fire Chief will respond within ten (10) working days.
- 19.2 Approval for unpaid personal leaves are reviewed on a case-by-case basis and approval is based on first on any applicable legislation that may apply, and second on the operational needs of the department. Where there is no applicable legislation, approval of a request for an unpaid personal leave is at the sole discretion of the Town.
- 19.3 Prior to the commencement of an approved unpaid leave of absence, the member's accrued vacation time and any banked overtime will be taken.
- 19.4 Where a leave of absence without pay is in excess of fifteen (15) calendar days the leave shall be subject to the following:
  - a. Annual vacation entitlement shall be prorated to account for the period of absence and no vacation accrual will occur during said period;



- b. Continuous participation in the benefits plan is mandatory while on an unpaid personal leave of absence of three (3) months or less, and the member must pay, in advance, the Town's and member's portions of the premiums for the coverages provided to the member in accordance with Article 18.1. Some exclusions may apply per the Town's plan contract with the benefits' provider.

Where an unpaid personal leave of absence is in excess of three (3) months, participation in the benefits plan will be suspended during the entire period of leave and reinstated in conjunction with the first day of work following the leave period;

- c. As an unpaid leave of absence without pay is noncontributory service, the Town will not make RRSP contributions. The member may elect to continue their contributions for the period of leave.
- 19.5 If a leave of absence without pay is granted, the member shall not lose any seniority, subject to the requirements of Article 23.3.
- 19.6 Members who have been elected or appointed by the Association to attend Association conferences or conventions shall be granted leave of absence without pay for this purpose, provided the operational needs of the Town's Fire-Rescue operations can be met. The Town reserves the right to limit the number of members attending such conferences or conventions to two (2) members at any one time.
- 19.7 A member who overstays their leave of absence by more than one tour, without the permission of the Town shall be considered to have voluntarily terminated their employment with the Town.

## Article 20. Paid Leaves of Absence

### 20.1 Sick Days

- a. Full time members are eligible for up to 12 sick days per calendar year, allocated on January 1 of each year;
- b. Sick days will be prorated in the first year of full time employment based on the number of months remaining in the calendar year, and including the month of hire;
- c. Sick days may be used for personal sickness, out-of-town medical appointments, or short-term care of an immediate family member who is ill.

### 20.2 Bereavement Leave

- a. Full time members are eligible for paid time off work equivalent to up to one tour for the purpose of grieving the loss of an immediate family member;
- b. If the death of an immediate family member occurs during an employee's annual vacation, the employee may replace up to one tour of vacation time with paid bereavement leave;
- c. In the event that an employee requires more time off to grieve, annual vacation or unpaid leave may be granted at the discretion of the Fire Chief or Deputy Fire Chief.

### 20.3 Funeral Leave

- a. Full time members are eligible for paid time off work equivalent to up to one shift for the purpose of attending the funeral, or like ceremony, for a non-immediate family member or friend.

#### 20.4 Parent's leave

- a. Full time members are eligible for paid time off work equivalent to one shift for the purpose of attending the delivery of their new child, the release from the hospital of their new child, or the arrival of their newly adopted child.

#### 20.5 Short-Term Medical Leave

- a. Full time members are eligible for up to 16 weeks of job-protected short-term medical leave due to personal illness or injury;
- b. Eligibility for and payment of short-term disability is as set out in Article 18.1 and the Town's short-term disability benefits carrier's policy.

#### 20.6 Long-Term Disability

- a. Long-term disability benefits provide up to a maximum of two years of job-protected leave from the date of disability for full time members;
- b. Eligibility for and payment of long-term disability is as set out in Article 18.1 and the Town's long-term disability benefits carrier's policy.

#### 20.7 Maternity and Parental Leave

- a. Members are eligible for and will be provided with time off for maternity leave and parental leave as set out by the minimums required by provincial legislation and may be eligible for E.I. benefits;
- b. Birth mothers who are full time members may be eligible for short-term disability payments for the health-related leave period immediately following the birth of the child
- c. Eligibility for and payment of short-term disability is as set out in Article 18.1 and the Town's short-term disability benefits carrier's policy.

## 20.8 Family Caregiving Leave

- a. Members are eligible for and will be provided with time off to provide care or support for immediate family members who are critically ill or injured, or needing end-of-life care;
- b. Time off will be provided as set out by the minimums required by provincial legislation;
- c. Full time members may be eligible for E.I. benefits, and members who have an approved E.I. claim will receive SUB Top-Up payments as set out in Article 18.5.

## **Article 21. Registered Retirement Savings Plant (RRSP)**

- 21.1 All full time members are required to participate in a Group RRSP Plan. The Town shall pay an amount equivalent to 10.22% of the full time members' regular wages referenced in the Schedule of Wages attached as Schedule "A" to the Agreement. The member shall pay an amount equivalent to 5.5% of their regular wages referenced in the Schedule of Wages attached as Schedule "A" to this Agreement.

## **Article 22. Line of Duty Death Funeral**

- 22.1 In the event of a member line-of-duty, which occurs directly as a result of work they performed as a member of the Town's Fire-Rescue service, the Town shall provide a financial contribution to the member's immediate family for funeral expenses in an amount equivalent to two (2) months of the member's current gross wages with the Town of \$10,000, whichever is greater.

## **Article 23. Seniority**

- 23.1 The Association shall maintain a full time seniority list and a casual seniority list. The Full Time Seniority List shall show the names and commencement dates of continuous full time employment with the Employer in the bargaining unit. The Career Casual Seniority List shall show

the names and commencement dates of continuous casual employment with the Employer in the bargaining unit.

- 23.2 The Association shall provide the Town with full time and casual seniority lists at the start of every year or when changes to the list have occurred.
- 23.3 A full time or career casual member's seniority shall commence with the first day of their employment with the bargaining unit within Fire-Rescue. Where two (2) or more full time or career casual members commence employment with the Town on the same day or as part of the same recruitment intake, their seniority shall be established by the Town at the time of hiring prior to the start date.
- 23.4 Where a career casual member achieves full time employment with the bargaining unit, they will be placed at the bottom of the Full Time Seniority List. The seniority lists in Article 23.1 shall be distinct and are not reciprocal. Career casual seniority does not carry over to the Full Time Seniority List.
- 23.5 A member continues to accrue seniority if they are absent from work due to sickness, compensable injury, disability, or an approved leave of absence for a period of up to one (1) continuous year.
- 23.6 A member shall lose their seniority in the event:
- a. The member is discharged and is not reinstated, or
  - b. The member resigns.
- 23.7 A member shall lose their seniority and be deemed to have resigned in the event:
- a. A member is laid off for more than twelve (12) continuous months and is not recalled in that period;

- b. The member is away due to illness, disability, or compensable injury for a continuous period of twelve (12) months; this may be extended by mutual agreement subject to evidence of a medical board for a period of up to twelve (12) additional months;
- c. The member fails to report for work when recalled after a layoff within seven (7) calendar days after being notified in writing by regular mail at the last known address, to report to work. It shall be the responsibility of the member to keep the Town informed of their current address; or,
- d. The member is absent without authorized leave in excess of one (1) year.

## **Article 24. Layoff and Recall**

- 24.1 In the event of any reduction by the Town, full time members shall be laid off in reverse order of seniority, provided that the remaining members have the requisite qualifications, skills, and abilities, as determined by the Town, to immediately perform in the positions available.
- 24.2 If the staff of the Fire-Rescue department increases within twelve (12) months of the date when a full time member is laid off, the affected member shall, if available, be re-engaged according to previous seniority standing held by them in preference to other applicants and, if re-engaged within twelve (12) months of the date of lay off, shall retain their seniority.
- 24.3 After a twelve (12) month recall period, a full time member shall be eligible for a severance allowance calculated at two weeks of their regular rate of pay for each completed year of service as a full time member within the bargaining unit to a maximum of twenty (20) weeks. Upon such payment, the full time member shall have no further action, claim, complaint, or grievance against the Town for the termination of their employment, including any rights to statutory termination pay or a severance payment.

## Article 25. Promotions and Vacancies

- 25.1 If the Town determines that there is a full time position vacancy within the scope of the bargaining unit, it shall be posted internally for a period of fifteen (15) calendar days. If there are no suitable applicants for the vacancy, the Town reserves the right to post and hire externally.
- 25.2 All promotions shall be based on qualifications, knowledge, skills, ability, and team fit relevant to the position as determined by the Town. Where these factors are deemed by the Town to be relatively equal, seniority shall be the determining factor.
- 25.3 Appointments to positions may be made by mutual agreement between the Association and Town without posting.
- 25.4 Full time members shall progress through the positions listed in the Schedule of Wages attached as Appendix "A" to this Agreement, subject to the following three (3) conditions:
- a. Meeting the minimum time requirements for experience at each level;
  - b. Successful completion of the criteria as outlined in the qualifications for each level; and,
  - c. A satisfactory performance evaluation.
- 25.5 The Association and Town agree to recognize an applicant's prior service and experience within the Fire Service profession as determined by the Fire Chief or Deputy Fire Chief but at a ratio no lower than 3:1 and no higher than 1:1 with respect to placement on the pay schedule.

## Article 26. Employment

- 26.1 The Association shall be notified of all hirings, layoffs, transfers, recalls, and terminations within the bargaining unit.

- 26.2 Every new member shall serve a probationary period of 12 months of active employment and, at the Fire Chief's discretion, may be extended for a further 6-month period.
- 26.3 A probationary member may be terminated if they do not meet the standards or requirements of the position, should the Fire Chief so determine.

### **Article 27. Member Fitness**

- 27.1 The Association and Town agree that members are expected to maintain their physical fitness. Should the Town determine a need for an evaluation of a member's fitness, it will be an evaluation comprised of the CPAT or equivalent. A member who fails to achieve the benchmark time established by the evaluation will have up to two (2) additional attempts within one (1) year in which to successfully complete the evaluation. The Association agrees that any member who does not successfully complete the evaluation within one (1) year is subject to disciplinary action.

### **Article 28. Medical Examinations**

- 28.1 The Town reserves the right to require a member to submit to an independent medical examination ("IME") at the expense of the Town who, in the opinion of the Town, is unable to return to or continue to perform the duties of their position due to illness or injury. Where the examination indicates the member is fit to perform the duties of the position or any reasonable temporary modifications thereof, and the Town concurs, they shall continue in, or return to their duties or any reasonable temporary modified duties. Where the IME indicates the member is medically unfit to continue in, or return to the duties of the position or any reasonable temporary modified duties thereof, the opinion provided by the IME shall be accepted as final and conclusive of the matter by the Town, the Association, and the member. Where the IME makes the aforesaid determination the Town shall endeavour, where possible and practical, to secure for the member alternative employment within Fire-Rescue, or another department of the Town.



- 28.2 An IME required in accordance with Article 28.1 shall be performed by an appropriate specialist medical practitioner licensed in the Province of Alberta as determined by the Town based on the nature of the illness or injury.

### **Article 29. Personal Safety**

- 29.1 Where the Town requires members to be immunized or vaccinated, the Town shall provide such vaccinations or immunizations at no cost to the member.

### **Article 30. Clothing Issue**

- 30.1 The Town agrees to provide members all required seasonal uniform issue, personal protective clothing, specialized clothing, and gear.
- 30.2 The Town and Association agree it is each member's responsibility to maintain a uniform kit with all required components for their duties.

### **Article 31. Training**

- 31.1 Annual training opportunities will be made available to members for operational requirements including technological and skills enhancement, contingent upon training availability, staffing requirements and limitations of budgets. The Town will pay for all training courses it determines as mandatory. Efforts will be made where reasonableness will prevail from both parties in scheduling training and notice requirements.
- 31.2 The Town will pay all fees associated with the maintenance and continuance of a full time member's registration with the Alberta College of Paramedics excluding any late fees. A member who is unsuccessful in any requirement in the maintenance and continuance of the member's registration with the Alberta College of Paramedics shall be responsible for all costs associated with subsequent attempts to complete the requirement.

- 31.3 The Town shall reimburse members for the cost of travel and subsistence, and will compensate members for their hours for all training and travel taken in accordance with Town Policy, as amended from time to time.

## **Article 32. Labour Management Relations**

- 32.1 The parties agree that upon request of either party, a labour management meeting may be called as soon as possible to address items of concern or importance to the parties. Such meetings shall require at least five (5) calendar days' prior notice from the requesting party wherever possible and shall not occur on a more frequent basis than once every three (3) months unless some urgent matter should arise.

## **Article 33. Grievance and Arbitration Procedure**

- 33.1 A grievance shall be defined as any difference concerning the interpretation, application, operation, or alleged violation of this Agreement, and shall be handled in the following manner:

### **Step 1**

- a. Any grievance that a member may have shall first be taken-up informally between the Member and the Fire Chief or Deputy Fire Chief with or without a representative of the Association.

### **Step 2**

- a. Failing settlement in Step 1, the Member and the Association Representative shall submit the grievance in writing to the Town's Manager of Human Resources or their designate within fifteen (15) days of the occurrence of the incident causing the grievance or the time the Member should have first become aware of the incident causing the grievance.

- b. The grievance shall be presented in writing and signed by the Member and a representative of the Association, and shall contain:
  - i. Full particulars of the facts giving rise to the grievance;
  - ii. The provision(s) of the Agreement considered; and,
  - iii. The particulars of the remedy sought.
- c. The Association may, by notice in writing to the Town's Manager of Human Resources, withdraw their grievance at any stage of this grievance procedure.
- d. The aggrieved member, unless otherwise mutually agreed to by the parties, and the Association Representative, shall meet with the Town's Manager of Human Resources or their designate within ten (10) days of the submission of the grievance in writing unless otherwise mutually agreed to by the parties.
- e. The Town's Manager of Human Resources shall reply within ten (10) days of grievance meeting.
- f. If the grievance is not satisfactorily resolved at Step 2, the grievance may be referred to Step 3 - Arbitration, with the exception of a grievance concerning the termination of a probationary employee, which may be the subject of the grievance procedure up to Step 2 only; the reply of the Town at Step 2 shall be final and binding.

### **Step 3 – Arbitration**

- a. If the grievance is not satisfactorily resolved at Step 2, the grievance may be referred to Arbitration by notice in writing to the Town's Manager of Human Resources within ten (10) days after the Town's Manager of Human Resources reply in Step 2.
- b. The notice of intent to refer the grievance to arbitration shall contain the name, address, and business phone number of the Association's nominee to the Board of Arbitration.

- c. The Town's Manager of Human Resources shall, within ten (10) days of receipt of the notice of intent to arbitrate, advise the Association of the name, address, and business phone number of its nominee to the Board of Arbitration.
  - d. The two nominees shall, within ten (10) days of the appointment of the Town's nominee appoint a third person who shall be the Chairman. If the Association and Town nominees fail to agree upon a Chairman within the time limit (or such longer period of time as may be mutually agreed) then the Director of Mediation Services may be requested by either party to appoint a qualified person to act as Chairman.
  - e. The Arbitration Board shall not make any decision inconsistent with the provisions of this Agreement or make any decision which would alter, modify, amend, add to, or subtract from any part of this Agreement. The Arbitration Board shall not adjudicate any matter not specifically grieved in the grievance.
  - f. The decision of the majority of the Arbitration Board shall be the decision of the Board, but if there is no majority decision; the decision of the Chairman shall govern. The decision shall be final and binding upon both parties. Each party shall bear the expenses of their nominee and the expenses of the Chairman shall be shared equally.
- 33.2 The Association or the Town may file a policy grievance in appropriate circumstances. A policy grievance shall not be brought with respect to matters capable of being filed as individual grievances or in respect to remedies or relief that effect individual employees. A policy grievance shall be initiated in writing at Step 2 of the grievance procedure within twenty (20) days of notice of the act causing the grievance.
- 33.3 For the purposes of this Article, the time limits referred to herein shall be working days Monday to Friday, exclusive of General Holidays. By mutual agreement of the Town and the Association, the time limits specified in this Article may be extended at any Step.
- 33.4 Should a Member or the Association fail to comply with any of the time limits specified in this Article, the grievance shall be considered to be abandoned.

33.5 A grievance at Step 3 may, upon agreement of both parties, be submitted to a single Arbitrator.

### **Article 34. Discipline and Discharge**

34.1 The Town shall not discharge or otherwise discipline a member for other than just cause.

34.2 Association representation shall be granted, upon request by a member, in all stages of discipline, except oral reprimand and or incident investigation. Where the situation instigating discipline requires an immediate response and Association representation is not readily available, the disciplinary action shall proceed and the Association shall be notified of the proceeding as soon as practical.

### **Article 35. No Strike and Lockouts**

35.1 The Association agrees that it will not cause, authorize, sanction, or permit members to cause or take part in any strike during the term of the Agreement.

35.2 The Town agrees that it will not cause or sanction a lockout during the term of this Agreement.

### **Article 36. Correspondence**

36.1 Within ten (10) days of ratification of this Agreement, the Town and the Association shall designate a person or persons and all correspondence between the parties arising out of this Agreement or incidental to it shall pass to and from such designated persons. Such notification shall be in writing and include the name(s), address, telephone, and email address.

### **Article 37. Indemnification**

- 37.1 The Town agrees to defend any and all claims, suits or actions made or filed against a member and undertakes to indemnify the member from any and all liability, loss or damage a member may suffer as a result of the claims, costs, demands, or judgement against the member arising out of the member carrying out their duties, except where the action of the member constitutes a gross disregard or gross neglect of their duty.

### **Article 38. Career Casual Members**

- 38.1 The following provisions of this Agreement apply to career casual members:

Article 1 – Definitions

Article 2 – Term of Agreement

Article 3 – Scope

Article 4 – Management Rights

Article 5 – Discrimination

Article 6 – Association Business

Article 7 – Association Recognition and Dues

Article 9 – Remuneration and Payment

Article 11 – Temporary Assignment

Article 14 – Shift Differential

Article 15 – Daylight Savings Time

Article 22 – Line of Duty Death Funeral

Article 23 – Seniority

Article 25 – Promotions and Vacancies

Article 26 – Employment

Article 27 – Member Fitness

Article 28 – Medical Examinations

Article 29 – Personal Safety

Article 32 – Labour Management Relations

Article 34 – Discipline and Discharge

Article 35 – No Strike and Lockouts

Article 36 – Correspondence

Article 37 – Indemnification

Appendix A

- 38.2 The other provisions of this Agreement do not apply to career casual members unless otherwise specifically stated.
- 38.3 Career casual members may be scheduled at the Fire Chief's or Deputy Fire Chief's discretion, to cover annual vacation, sick leave, or other approved short term leaves of absence taken by full time members.
- 38.4 Career casual members shall be paid overtime at a rate of one and a half (1½) times their regular hourly rate for the greater of:
- a. All hours worked in excess of:
    - i. Daily scheduled hours, if backfilling the shift of a full time member;
    - ii. 10 hours a day, if unscheduled or if scheduled for less than 10 hours; or
  - b. All hours worked in excess of 48 in a workweek, where the workweek is Sunday to Saturday.
- 38.5 A career casual member who works on a general holiday as defined in Article 17.1 shall be paid one and a half (1½) times their regular rate of pay for all hours worked subject to the requirements of Article 17.4.

38.6 A career casual member shall be paid four percent (4%) of their regular earnings for vacation pay in the first five years of employment and six percent (6%) of their regular earnings for vacation pay in the sixth and subsequent years.

38.7 Article 33, Grievance and Arbitration, shall apply to career casual members for the purpose of grievances related to those articles identified within Article 38.1, 38.3, 38.4, 38.5, and 38.6.

SIGNED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024.

For the Town of Canmore

For the Canmore Firefighters, Local 4705  
of the International Association for Firefighters

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## ATTACHMENTS



## Appendix A - Schedule of Wages

### Effective the start of the first Pay Period of 2021

*1<sup>st</sup> Class Firefighter rate is based on an annual salary of \$107,999.*

Position	Percentage of 1 <sup>st</sup> Class Rate	Hourly Rate
Captain	122%	\$60.33
1 <sup>st</sup> Class Firefighter	100%	\$49.45
2 <sup>nd</sup> Class Firefighter	90%	\$44.51
3 <sup>rd</sup> Class Firefighter	85%	\$42.03
4 <sup>th</sup> Class Firefighter	80%	\$39.56
5 <sup>th</sup> Class Firefighter	75%	\$37.09

### Effective the start of the first Pay Period of 2022

*1<sup>st</sup> Class Firefighter rate is based on an annual salary of \$111,231.*

Position	Percentage of 1 <sup>st</sup> Class Rate	Hourly Rate
Captain	122%	\$62.13
1 <sup>st</sup> Class Firefighter	100%	\$50.93
2 <sup>nd</sup> Class Firefighter	90%	\$45.84
3 <sup>rd</sup> Class Firefighter	85%	\$43.29
4 <sup>th</sup> Class Firefighter	80%	\$40.74
5 <sup>th</sup> Class Firefighter	75%	\$38.20

**Effective the start of the first Pay Period of 2023**

*1st Class Firefighter rate is based on an annual salary of \$114,573.*

<b>Position</b>	<b>Percentage of 1<sup>st</sup> Class Rate</b>	<b>Hourly Rate</b>
Captain	122%	\$64.00
1 <sup>st</sup> Class Firefighter	100%	\$52.46
2 <sup>nd</sup> Class Firefighter	90%	\$47.21
3 <sup>rd</sup> Class Firefighter	85%	\$44.59
4 <sup>th</sup> Class Firefighter	80%	\$41.97
5 <sup>th</sup> Class Firefighter	75%	\$39.35

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE TOWN OF CANMORE**

(the "Employer")

**AND**

**CANMORE FIREFIGHTERS, LOCAL 4705**

**OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

(the "Association")

RE: Emergency Staffing

**WHEREAS** the Employer requires one (1) employee (a "Career Casual, Full-Time or Paid Response Firefighter") to cover an absent Full-Time or Career Casual member's scheduled shift, when twenty-four (24) hours or less notice from the start of the shift is provided ("short notice");

**NOW THEREFORE** the parties have agreed to the following:

1. In the event of short notice coverage for a Full Time or a Career Casual member's absence from a scheduled shift, a Fire Manager alert and/or an Active 911 alert for the shift will be sent out. These notification tools may be adjusted as technology or operational changes occur. Based on the notice that is provided for the absence, alerts will be issued in the following format:
  - a. An electronic alert will be issued to both the Career Casual & Full Time groups.
    - i. The shift will be awarded after one (1) hour of the alert being issued.
    - ii. Preference for filling the shift will be given in the following order:
      1. Career Casual
      2. Full Time

- b. In the event that no one has responded within one (1) hour of the first alert being issued, a second electronic alert will be issued to the Casual, Full-Time and Paid Response Firefighter groups to ensure the shift is filled.
    - i. The shift will be awarded after one (1) hour of the alert being issued.
    - ii. Preference for filing the shift will be given in the following order:
      - 1. Career Casual
      - 2. Full Time
      - 3. Paid Response Firefighter
  
  - c. When one (1) hour or less notice from the start of the shift is provided, the alert will be sent out to the Career Casual, Full Time, and Paid Response Firefighter groups.
    - i. The shift will be awarded after fifteen (15) minutes of an alert being issued.
    - ii. Preferences for filling the shift will be given in the following order:
      - 1. Casual
      - 2. Full Time
      - 3. Paid Response Firefighter
    - iii. In the event that no one has responded within fifteen (15) minutes of the alert being issued, the shift may be awarded immediately on the response alert.
  
  - d. In any of the circumstances above, the shift may be awarded at the Fire chief’s discretion when there is only thirty (30) minutes remaining before the shift start, with preference given in the order described above.
2. Paid Response Firefighters must have the following minimum qualifications to be eligible for Emergency Staffing Shifts:
- a. NFPA 1001 Level 1 (or equivalent) with basic pump operations
  - b. Class 3 Drivers License with Q Endorsement

**ON BEHALF OF THE EMPLOYER**

**ON BEHALF OF THE ASSOCIATION**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE TOWN OF CANMORE**

**(the "Employer")**

**AND**

**CANMORE FIRE FIGHTERS, LOCAL 4705**

**OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**(the "Association")**

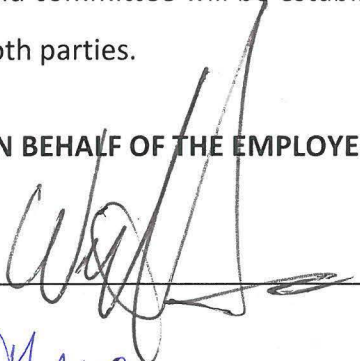

**RE: Medical Screening & Member Fitness**

The Employer and the Association (the "parties") agree to form a committee for the purpose of working together to research and discuss options for:

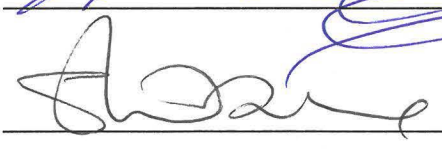
1. The establishment of a medical screening program for all active members; and,
2. A physical fitness evaluation to replace the CPAT.

Said committee will be established by December 1, 2019, and will include representatives from both parties.

**ON BEHALF OF THE EMPLOYER**

**ON BEHALF OF THE ASSOCIATION**

DATE: May 7 2019.

DATE: May 7/19

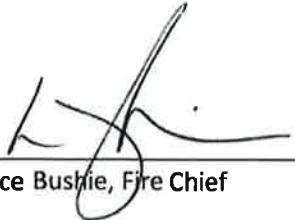
LETTER OF AGREEMENT  
BETWEEN  
THE TOWN OF CANMORE  
AND  
CANMORE FIRE FIGHTERS, LOCAL 4705  
OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
RE: AGREEMENT TO APPOINT FIVE (5) CASUAL EMPLOYEES  
Without Prejudice


The Parties agree to the following:

1. That this letter of agreement applies to Jason Lyon, Sara Bowes, Michael Barrett, Georgina Turner, and Benjamin Murphy;
2. That Lyon, Bowes, Barrett, Turner, and Murphy's employment status will change from paid response, out of scope to career casual, in scope effective May 29, 2022;
3. That these employees will be classified as 4<sup>th</sup> Class firefighters with all rights and privileges under the collective agreement;
4. That seniority shall be determined using a random, computerized generator.

Signed this 26 day of May, 2022.

For the Town of Canmore

  
\_\_\_\_\_  
Lance Bushie, Fire Chief

  
\_\_\_\_\_  
Therese Rogers, GM of Corporate Services

For the Canmore Fire Fighters, Local 4705  
of the International Association of Fire Fighters

  
\_\_\_\_\_  
Steven Westlake, President

  
\_\_\_\_\_  
Todd Sikorsky, Vice President



LETTER OF AGREEMENT  
BETWEEN  
THE TOWN OF CANMORE  
AND  
CANMORE FIRE FIGHTERS, LOCAL 4705  
OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

RE: AGREEMENT TO WAIVE THE 112 DAY MINIMUM FOR TEMPORARY ASSIGNMENT, ARTICLE 11.4

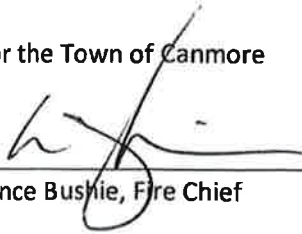
Without Prejudice


The Parties agree to the following:

1. That the Fire Chief may temporarily assign career casual members to cover the vacant shifts of full-time employees Captain's Gill and Sikorsky, which are created by medical leaves;
2. Shifts will be covered by those career casual members who express interest in these short-term assignments and assigned based on Article 25.2 and employee availability;
3. That this letter of agreement will expire with ratification of the collective agreement, or with 30 days written notice by either party, and the terms outlined in the collective agreement shall prevail;
4. Neither the town nor the association will rely on this letter of understanding in any current or future rounds of collective bargaining.

Signed this 26 day of may, 2022.

For the Town of Canmore

  
Lance Bushie, Fire Chief

  
Therese Rogers, GM of Corporate Services

For the Canmore Fire Fighters, Local 4705  
of the International Association of Fire Fighters

  
Steven Westlake, President

  
Todd Sikorsky, Vice President

**LETTER OF UNDERSTANDING BETWEEN  
 THE TOWN OF CANMORE  
 (the "Employer") AND  
 CANMORE FIRE FIGHTERS, LOCAL 4705  
 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
 (the "Association")**

**RE: Paid Response Firefighters**

**WHEREAS** the Association would like to include Paid Response Firefighters into the scope of the Collective Agreement (the "Agreement");

**AND WHEREAS** the Employer has legal obligations to its out-of-scope employees that do not make it sustainable to require those employees to become part of the Association;

**NOW THEREFORE** the parties have agreed to the following:

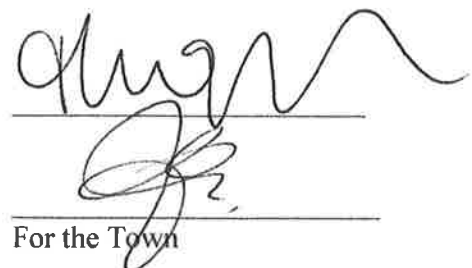
1. Effective January 1, 2023, all new Firefighters hired by the Town, will be hired within the scope of the Agreement, and no new Paid Response Firefighters will be hired thereafter.
2. A classification of 5<sup>th</sup> Class Firefighter will be created and will be paid 75% of the 1<sup>st</sup> Class Firefighter rate.
3. Every new 5th Class Firefighter shall serve a training period of up to a maximum of 18 months of active employment and, at the Fire Chief's discretion, may be extended for a further 6-month period in order to meet the standards and requirements of 4th Class Firefighter.
4. A 5th Class Firefighter may be terminated if they do not meet the standards or requirements of a 4th Class Firefighter within the training period.
5. Effective January 1, 2023, all active Paid Response Firefighters shall be provided the opportunity to become a Career Casual Member.
6. Any Paid Response Firefighter who chooses not to become a Career Casual Member shall continue in their current role as a Paid Response Firefighter until such time as they are no longer employed by the Employer.
7. Paid Response Firefighters who choose to become a Career Casual Member will be placed within the classification based on their qualifications.

October 24, 2022

Signed Off Date



For the Association



For the Town



# Briefing

**DATE OF MEETING:** August 20, 2024 **Agenda #: I 1**

**To:** Council

**SUBJECT:** Community Speed Limits and Automated Traffic Enforcement Updates

**SUBMITTED BY:** Jessica Tomashewski, Engineering Intern  
Caitlin Miller, Manager of Protective Services  
Andy Esarte, Manager of Engineering

**PURPOSE:** To provide an update on the impacts of the community speed limit changes and an overview of the upcoming changes to provincial Automated Traffic Enforcement guidelines.

## EXECUTIVE SUMMARY

Administration uses a range of strategies to address roadway safety in the community. The purpose of this report is to provide an update on impacts of community speed limit changes with consideration for upcoming policy changes to provincial Automated Traffic Enforcement (ATE) guidelines transitioning out of speed zones.

## BACKGROUND/HISTORY

In 2014, Council adopted Canmore's first integrated transportation plan (ITP), with principles and strategies focused on safe, and efficient mode-shift as a primary strategy for managing traffic and parking challenges.

On July 3, 2018, Council approved an update to the ITP. The 2018 ITP included mode-share targets, updated design standards, and recommendations for projects and initiatives in support of the safe and efficient function of the road network. Traffic safety has been identified as a priority for the community in the Town of Canmore's Annual Policing Priorities for the Canmore RCMP detachment. Traffic safety includes addressing the safe use of roads and pathways by all users, including drivers of vehicles, cyclists, and pedestrians.

Council has established Objectives and Key Results as part of Strategic Planning. Goals specific to transportation include Goal #2 - Environment – *Canmore is a recognized leader in managing human impact on our environment.* The fourth Objective within that Goal is safe multi-modal transportation shift is advanced. The Key Results indicating success are the decrease in travel-related collisions on municipal roadways and associated injuries, decrease in the number of vehicle registrations per capita, and the share of pedestrian/cycling trips through the Bow Valley Trail / Railway Avenue intersection to increase.

In January 2023, Council participated in a Traffic Safety Workshop hosted by the Manager of Engineering and the Manager of Protective Services. This was followed by a briefing at the March 21, 2023, Committee of the Whole meeting, where Council was briefed on the implementation of reduced speed limits along local, collector, and activity streets in Canmore.

On May 24, 2022, Council passed Motion 121-2022 – Moved by Mayor Krausert that Council direct administration to issue an RFP for the provision of automated traffic enforcement services (speed only) for a three-year term with two one-year options to extend for a total of 5 years, including addressing their approach to green initiatives (e.g. vehicle use and/or idling).

The ATE contract is currently in the final year of the three-year term.

**DISCUSSION**

As outlined in the ITP, safety is a primary consideration for planning a multi-modal transportation network and is a central theme of all aspects of the ITP. Safe, multi-modal streets align with Canmore’s community values, goals, and vision. Transportation solutions are created to positively contribute to a range of outcomes including safety, the environment, community connection, accessibility, inclusivity, affordability and the economy. To safely meet travel requirements of the community, the ITP envisions 30 km/h local roads with a focus on creating a slow moving and highly livable environment. Space on the street is shared for cycling and driving. Collector roadways are also designed for 30 km/h, however with high volumes, a greater emphasis is placed on flow, with paths for walking and cycling separated from the street and safe crossings provided at intersections. Arterial roads are designed for 50 km/h, with greater separation and provision for transit laybys as required. Arterial roads are generally larger in right-of-way and prioritize traffic flow. Designing and constructing to these standards is proven to be safe and effective in encouraging mode-shift, with local examples provided below.

The safest street designs are effective as they eliminate or substitute hazards by slowing speeds, force drivers to pay attention, limit in-street exposures with shorter crossing distances, and encourage people to leave their cars at home and instead use a far less hazardous means of travel. Providing reliable, economical, and efficient transit is also a substitution strategy, again encouraging mode-shift and elimination of road hazards associated with vehicle trips. Safe streets also use engineering controls to physically isolate vulnerable road users from the hazards with curbs, landscape buffers, parking, and curb extensions. When viewed on the hierarchy of safety controls (referenced from the Town of Canmore safety manual and widely used in government and industry), these approaches can be seen as ‘more or most effective’.

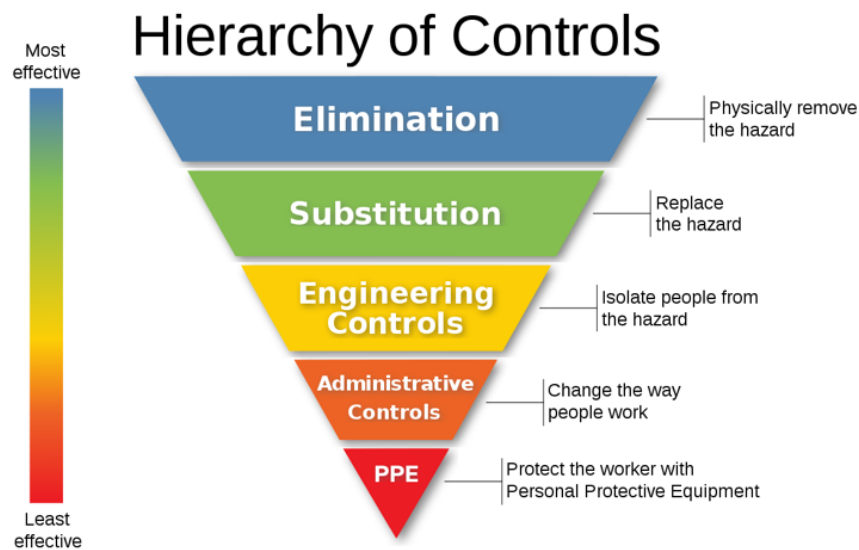


Figure 1: Diagram of the Hierarchy of Controls

With the emphasis on safety in planning, projects, and initiatives over the last decade mode-shift results in the community have been remarkable, with the community moving from a typical North American split of modes of 94% vehicular in 2013, to 68% in 2023. Canmore is currently on track to reach mode-shift targets of the ITP by 2030. The ITP target is 60% vehicular trips and 40% walk, cycle and transit trips on the network around the Town Centre during a typical summer day.

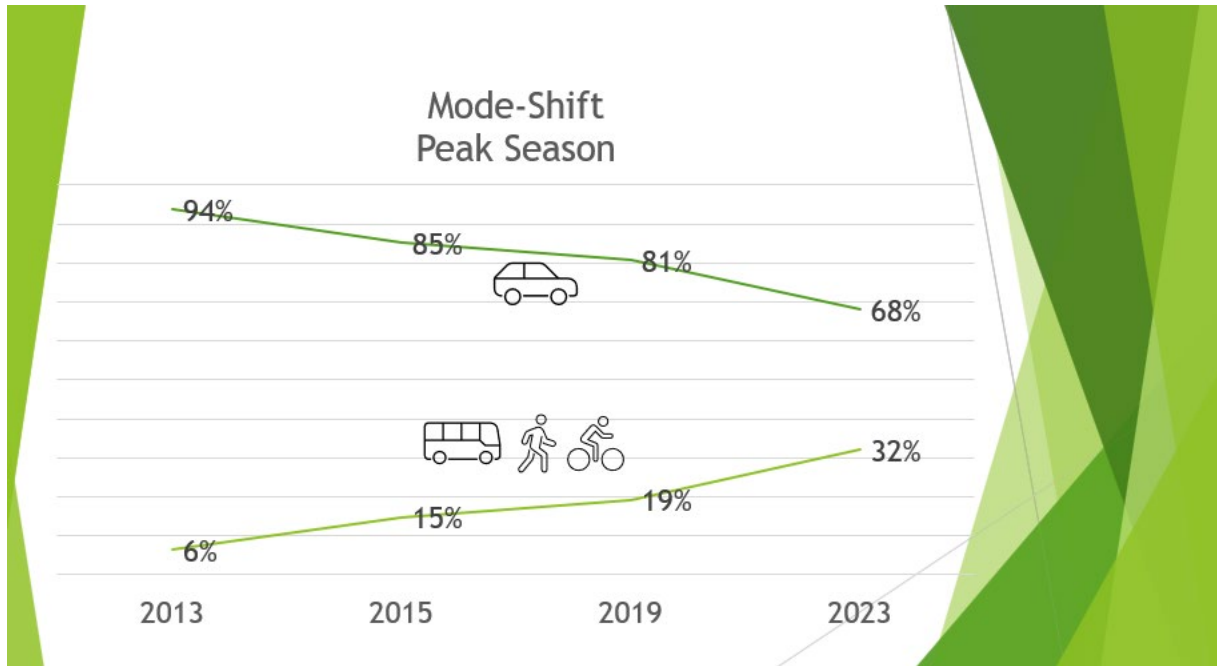


Figure 2: Mode Shift Trends in Peak Season

For streets designed and built to traditional standards, the primary consideration outside of minimum safety requirements are level-of-service for vehicles, construction costs, and operations. Many streets in Canmore have been designed in this way, and for higher vehicle speeds than recommended in the ITP. The designs encourage speeding, have poor pedestrian and cycle facilities, and hazardous crossings. Due to the time and cost of retrofit, it is reasonable to expect many roads will not be retrofit prior to the 2030 ITP horizon for mode-shift goals.

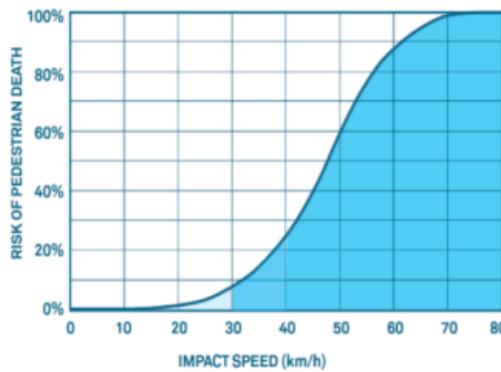
In the absence of full reconstruction, a number of administrative and engineering controls have been put in place to improve safety. A number of important regulations and bylaws exist to change the way in which people drive. For example, traffic safety laws address the highest risk behaviours: driving under the influence of drugs and alcohol, distracted driving, failure to yield at stops and red lights, and speeding. While roadway design can minimize risks of these behaviours, the creation and enforcement of laws to prohibit and punish risky behaviours is an important supportive strategy. Other administrative controls include driver training and licensing, education and promotion of safe driving behaviours, flashing speed signs and rapid flashing beacons at crossings. Protective equipment can be helpful but is considered the least effective safety measure as it is a last line of defense, and is used only after a collision, at which point it can have limited efficacy.

Regulations are enforced in a range of ways, including RCMP patrols and check stops, community enforcement with Peace Officers, and Automated Traffic Enforcement of speeds (ATE). Priorities for enforcement are established based on risk related to behaviours and locations. The Town of Canmore’s

Traffic Safety Plan is created by the RCMP in collaboration with the Protective Services and Municipal Enforcement departments. This plan addresses how traffic safety will be addressed from an enforcement perspective.

30 KM/H IMPLEMENTATION

The ITP indicates that designing 30 km/h roads, where the design encourages a low operating speed, helps ensure that drivers and cyclists can safely share the same space. Lower speeds result in a reduction of the number and severity of collisions. A study done by Global Street Design Guide, NACTO in 2017 shows that the risk of pedestrian death decreases if you decrease the impact speed (figure referenced from the ITP below). An impact speed of 50 km/h has a risk of approximately 60% risk of fatality while an impact speed of 30km/hr is below 10%. In 2023, the Town of Canmore transitioned to a 30 km/h speed limit on local, and collector roadways as recommended in the ITP.



**Figure 4-13: Relationship between motor vehicle impact speed and pedestrian fatality risk**  
 (Source: Global Street Design Guide, NACTO 2017)

*Figure 3: Relationship Between Motor Vehicle Impact Speed and Pedestrian Fatality Risk (ITP)*

Goal #2, Key Result #2 of the OKRs is decreasing the number of travel-related collisions and number of associated injuries. RCMP reported collisions and injuries have trended lower despite significant increases in overall travel since 2019, the first year of the current data set. While the data set has some limitations in that the current methodology of reporting began only in 2019, and that there can be significant variability over short timeframes, positive correlations have been observed with major initiatives. However, to meet goals for further reduction in collision and injury, significant work remains.

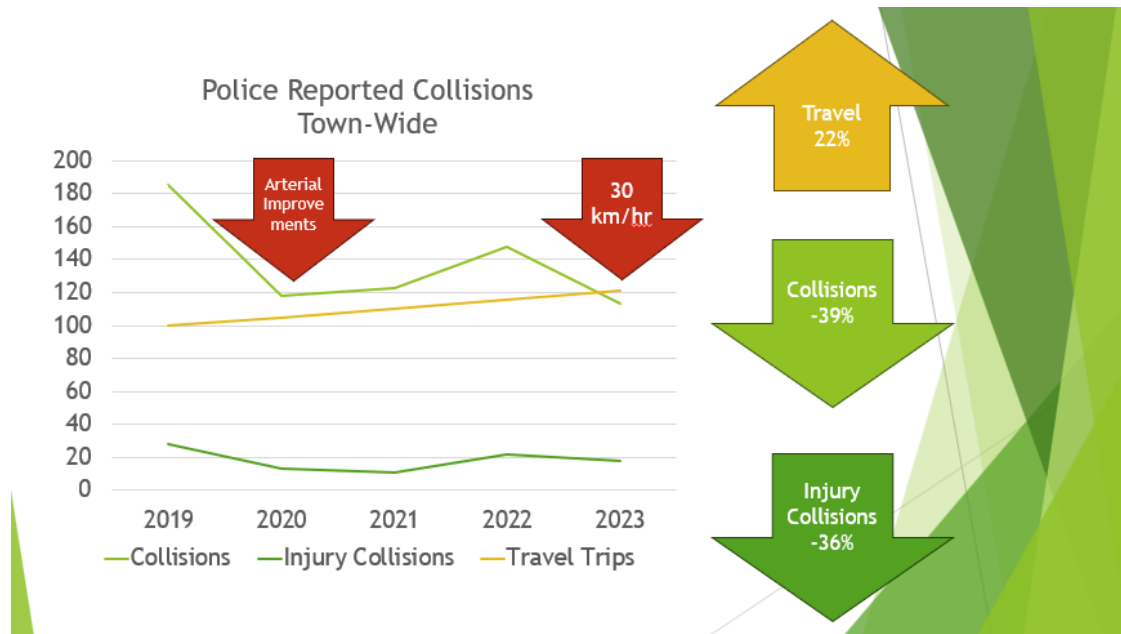


Figure 4: Trend of RCMP Reported Collisions Town-Wide in Relation to Travel

Prior to implementation of ITP recommended speed limits, a data collection study was conducted using an Armadillo Tracker Traffic Collector. This radar is a multi-lane, bidirectional device that gathers and stores data. The data gathered gives insight into the speed drivers were travelling, which allows us to calculate the average speed of travelers, the percentage of speeders, et cetera. The Armadillo was stationed at a series of locations around town to collect data. After the 30 km/h implementation, the data collection study was duplicated, to see how the speed limit affected the behaviour of drivers.

The data obtained thus far from the Armadillo Tracker Traffic Collector shows that overall, the speed of drivers has decreased since the implementation of the 30 km/h speed limit. Changing speed limits has had some effect; however, speeds continue to exceed posted limits in many areas. The locations that have seen a larger decrease in the average speed of vehicles are locations with wider lanes that encourage a free flow of traffic. Other locations with either narrower lanes or winding roads had majority of drivers already travelling slower than the original speed limit of 50 km/h; these areas have still seen a decrease in the speed travelled. The driving speed within the 85<sup>th</sup> percentile (85% of data points are below this parameter) is above 30 km/h, increasing the percentage of drivers speeding since the change in speed limit. While the travelling speeds have gone down aiding the safety of the roads, the amount of non-compliance with the speed limit has increased. Automated enforcement has not been utilized in new 30 km/hr zones due to provincial policy, and limited enforcement has taken place otherwise.

Traffic calming is a tool identified in the ITP in which to minimize speeding vehicles, short-cutting traffic, conflicts between users of the road, and overall enhance the neighbourhood environment. The two focuses of traffic calming are safety and livability. Administration has deployed a locally developed solution for traffic calming in approximately 30 locations consisting of precast medians and curbs. Where deployed speeds have been reduced, crossing distances shortened, and visibility of vulnerable road users in crossings has been improved. An example of installation of prefabricated traffic calming is along 11<sup>th</sup> Avenue at Hawks Bend in Canmore. Four pieces of precast concrete were installed to form two circles on either side of the road, narrowing the width of the travelling lanes shown below. The width of the road was approximately 12 m.

With the two precast circles each with a diameter of 3 m, the travelling lane of the road is reduced from 12 m to approximately 6 m. This intervention is quick, relatively low cost and aligns the road design locally with the ITP identifies ideal travel lane width of 6 m.



*Figure 5: Hawks Bench Prefabricated Traffic Calming Implementation Example*

#### AUTOMATED TRAFFIC ENFORCEMENT – POLICY CHANGES

There have been several changes to ATE over the last several years. In 2021, the new Automated Traffic Enforcement Guideline was introduced to ensure that municipalities were using programs to improve transportation safety and not for revenue generation. Changes introduced in 2021 and implemented in 2022 included requirements for signage on ATE vehicles, additional data collection required to be submitted to the province, and changes to eligibility of allowable speed zones. Speed zones where the speed limit was set at 30 km/h in an area that was not a playground or school zone were no longer eligible for ATE. This affected the Bridge Road zone at the time of the new guideline implementations and after the community speed limit changed from 50 km/h to 30 km/h in residential areas and impacted the future eligibility of zones.

In June 2024, the province held engagement sessions with municipalities that have ATE programs to inform them of the upcoming changes to the ATE guidelines. The following three policy points were presented for discussion:

- 1) The use of ATE will be prohibited on provincial highways and roadways deemed as connectors.
- 2) ATE will be restricted within municipalities to school zones, playground zones, and construction zones.
- 3) Intersection Safety Devices (ISD) will be restricted to red light/stop sign enforcement.

These anticipated upcoming policy changes will remove the eligibility of all speed zones outside of construction, school, and playground zones. In Canmore, 19 of the 31 active zones are considered a school or playground zone. ATE operations have been split 40/60 between school/playground zones and speed zones.

During the engagement session, the province suggested that the freeze on new zones and equipment would be lifted with the implementation of the new policies. This would allow the municipality to pursue ATE operations in new school/playground zones or at intersections. The province also suggested that further



changes to the *Traffic Safety Act*, including the potential for increased fines for violations, would be forthcoming.

Given the anticipated upcoming changes to the ATE guidelines, administration is preparing alternatives to the current ATE operations that will continue to support traffic safety and multi-modal transportation shift for discussion at finance committee.

#### POTENTIAL STRATEGIES TO OFFSET IMPACTS TO THE ATE PROGRAM

As Canmore's roads change through traffic calming and reconstruction, the necessity and viability of ATE for speed enforcement was expected to diminish. Provincial changes to regulation may act to accelerate the need to implement alternative strategies sooner. With work undertaken under the ITP to date, Canmore is currently well positioned for an ongoing transition away from the use of ATE for speed enforcement.

In terms of hazard substitution and elimination, Complete Street projects will continue, along with the planned continued seasonal pedestrianization of Main Street. Further engineering controls including deployment of 'Canmore Curbs' will continue, with prioritization of areas of high speed and travel conflicts.

A number of administrative controls are available, including enforcement strategies such as augmenting traditional enforcement through dedicated resources, implementing automated traffic enforcement in the form of Intersection Safety Devices (ISD) at stop signs and red lights, the potential for increased fines in the *Traffic Safety Act*, and continuing to encourage safe behaviour on pathways and trails through the positive ticket campaign.

It is anticipated that the province will soon be allowing the addition of new zones and technology in its ATE program. As mentioned previously, new speed zones will be restricted to school/playground zones, but new intersection safety zones will be considered for stop sign/red light enforcement. ISDs would capture stop sign and red light infractions, sending the violation ticket to the registered owner of the vehicle after the offence. The challenge with ISDs remains that the behaviour is not addressed immediately with the person who performed the infraction, and if it is a visitor they may continue to do the unsafe behaviour for the duration of their stay. The presence of the flash at the time of infraction may be a deterrent to those who see the flash.

The province has also indicated there are likely changes to the *Traffic Safety Act* that will result in increased fine amounts for contraventions to the *Act*. While increased fines may be a deterrent for some road users, many users are not aware of the fine amounts, especially if they are visiting from another province or country. Lastly, the positive ticket campaign has been a great way for law enforcement personnel to interact with path and trail users in a positive manner while reinforcing the safe behaviour that they observe. These interactions often result in a conversation about what made that behaviour safe and result in other trail or path users stopping to listen to the conversation. This is a way to get the community involved in sharing the message about safe multi-modal transportation in a positive way.

Education and promotion of safety messages is another Administrative Control. To encourage safe behaviour on trails and pathways in Canmore, several messaging strategies are in place. Painted pathway markings have been placed on multi-use pathways around town encouraging cyclists and pedestrians to keep right. Pathway etiquette signage has been installed to remind residents and tourists of safe, respectful behaviour. These signs include messages of stay to the right except to pass, use lights at night, please share the trail, be aware of your surroundings, and let others know when passing.



Figure 6: Trail Etiquette Messaging Examples

### FINANCIAL IMPACTS

The transition of ATE to school/playground zones only, is expected to further decrease ATE revenues. Currently the photo radar program has split its resources 40% in school/playground zones and 60% in speed zones. In previous years, there have been a lower number of violations with a lower average penalty value in school/playground zones. In 2023, fine amounts were approximately \$638,000. In 2023, if 100% of our resources were focused on school/playground zones, the fine amounts would total approximately \$92,000, a decrease of \$546,000. After fine retention and the current contract reduction, total revenue would be approximately \$36,000. This will impact the Photo Radar Reserve and other programs funded by ATE fine revenues, including the New Driver Rebate and the Law Enforcement Bursary, and 1.5 RCMP officers. For these programs to continue, a new source of funding will need to be identified. Potential alternatives to ATE revenue include augmented traditional traffic safety enforcement by law enforcement agencies (either RCMP members or Community Peace Officers) or the inclusion of Intersection Safety Devices (ISDs) for red light/stop sign enforcement. These alternatives will be analyzed and presented to Finance Committee in preparation of the 2025-2026 budget. When the province announces the new fine amounts for *Traffic Safety Act* related offences, the Municipal Enforcement and RCMP budgets will be updated as required.

### INTEREST HOLDER ENGAGEMENT

Extensive public engagement was held to inform the 2018 update to the Integrated Transportation Plan (ITP). As we rolled out additional projects aligned with the ITP, such as community speed limits and upgrades to Bow Valley Trail, we developed public participation plans tailored to each initiative, ensuring community involvement across the Public Participation spectrum.

Our commitment has been to keep the public informed and involved, emphasizing the broader vision of improving quality of life in Canmore and future-proofing our transportation system. While we acknowledge the short-term inconveniences and varied opinions within the community, the positive safety outcomes validate the success of these efforts.

Looking ahead, additional capital projects are planned for 2024 and 2025, consistent with the ITP. We will continue to raise awareness about these initiatives, highlighting how they enhance long-term mobility in Canmore.

One key tactic to share information about our efforts to advance a safe, sustainable and efficient transportation system is through an upcoming high-profile communications campaign, called "Big Stories." This campaign will showcase key Town of Canmore projects, starting to roll out in late summer 2024. The campaign will also include messaging regarding respectful trail use to ensure a safe and welcoming environment for all users.

**ATTACHMENTS**

- 1) Community Traffic Safety Plan 2023-2028

**AUTHORIZATION**

Submitted by:	Jessica Tomashewski Engineering Intern	Date: <u>July 29, 2024</u>
Approved by:	Chelsey Gibbons Manager of Financial Services	Date: <u>July 30, 2024</u>
Approved by:	Andy Esarte Manager of Engineering	Date: <u>July 26, 2024</u>
Approved by:	Caitlin Miller Manager of Protective Services	Date: <u>July 29, 2024</u>
Approved by:	Andreas Comeau Acting General Manager of Municipal Infrastructure	Date: <u>July 30, 2024</u>
Approved by:	Scott McKay General Manager of Municipal Services	Date: <u>August 2, 2024</u>
Approved by:	Sally Caudill Chief Administrative Officer	Date: <u>August 13, 2024</u>

CANMORE RCMP DETACHMENT

TRAFFIC SAFETY PLAN FOR THE TOWN OF CANMORE  
(2023-2028)

Created by: S/Sgt Ryan Singleton

## Executive Summary

The Canmore RCMP Detachment is committed to ensuring the safety of all Canmore residents and visitors to our town who share our roads, sidewalks, and pathways. A robust traffic safety plan will provide the framework for the integration of the many aspects of transportation safety to increase the safety of motorists, cyclists and pedestrians. By utilizing conventional and automated traffic enforcement, public awareness and education campaigns, as well as evaluating and providing feedback on the engineering of the Town of Canmore transportation system, the RCMP and our partners will increase user safety.

To this end, our mandate will be to implement strategies designed to:

- Raise public awareness and commitment to road safety
- Improve communication, cooperation, and collaboration among stakeholders
- Improve the safety of vehicles and road infrastructure
- Effectively utilize technology and innovation

This Traffic Safety Plan will incorporate Canada’s Road Safety Strategy 2025, K Division RCMP Traffic Services Traffic Plan (2019-2023), Alberta Traffic Collision Facts (most recently compiled in 2020), Collision statistics for Canmore Detachment, and the Automated Traffic Enforcement Technology Guide (2019 and amendments 2021).

### Canada’s Road Safety Strategy 2025

Canada’s National Road Safety Strategy 2025 is Canada’s fourth such road safety strategy. The 2025 strategy retains the long-term vision of “Making Canada’s roads the safest in the world”, while also incorporating the vision of “Towards Zero” (Canada Road Safety Strategy 2025). A number of principles that have contributed to the strategy’s success are being incorporated with international strategies and best practices to increase road safety. Canada’s National Road Safety Strategy 2025 is meant to encourage involvement from stakeholders at all levels of government and the private sector in an effort to make Canada’s roads the safest in the world. This in turn will contribute to the “Towards Zero” long term vision of zero fatalities and serious collisions on our roadways (Canada Road Safety Strategy 2025).

The following **Key Risk Groups** and **Contributing Factors** have been identified based on trends and research conducted over Canada’s last three road safety strategies. These risk groups and contributing factors need to be addressed in order to improve safety on our roads.

**Key Risk Groups** (Canada Road Safety Strategy 2025)

<b>Young/Novice Drivers</b>	Drivers who are under the age of 25 or have less than 2 years driving experience
<b>Medically at Risk Drivers</b>	Drivers with physical or cognitive impairments which affect a person's ability to operate vehicles safely
<b>Vulnerable Road Users</b>	Pedestrians, motorcyclists, cyclists, and persons in personal mobilized devices (eg. Motorized wheelchairs and scooters)
<b>Commercial Drivers</b>	Drivers of heavy commercial vehicles (eg. Vehicles over 4586 kg or passenger transportation)
<b>High Risk Drivers</b>	Repeat offenders with a pattern of illegal driving behaviours (eg. Recurring incidences of alcohol/drug impaired driving, traffic violations, collision involvement, or suspended/prohibited drivers)
<b>General Population</b>	Road users who benefit from strategies, interventions, regulations, and legislation introduced to make roads, vehicles, and road users safer

### Key Contributing Factors

<b>Distracted Driving</b>	Distracted driving occurs when a driver's attention is diverted from the driving task by secondary activities (eg. Eating, talking to passengers, talking or texting on electronic communication devices such as cell phones and smart phones)
<b>Alcohol Impaired Driving</b>	Physical or cognitive impairment of a road user which is caused by the consumption of alcohol
<b>Drug Impaired Driving</b>	Physical or cognitive impairment of a road user which is caused by the consumption of psychotropic drugs (eg. Cannabis, prescription drugs, narcotics, etc)
<b>Fatigue and Impaired Drivers</b>	Fatigue is a general state caused by lack of sleep, time of day, time on task, or task

	monotony which diminishes the ability to drive by altering alertness and vigilance
<b>Speed and Aggressive Drivers</b>	Includes driving at speeds beyond posted legal limits or driving too fast for road conditions and driver behaviours which are deemed illegal or outside socially acceptable norms which put other road users at risk (eg. Tailgating, improper passing, failure to stop at intersections, fail to signal, etc.)
<b>Unrestrained Occupants</b>	Includes factors pertaining to proper restraint use by all road users (eg. Seat belts, child safety seats, booster seats)
<b>Environmental Factors</b>	Includes factors that may affect the likelihood or severity of crash occurrence (eg. Weather conditions, wildlife on road)
<b>Road Infrastructure</b>	Includes factors that may affect the likelihood or severity of crash occurrence (eg. Roadway configuration, road construction, road surface condition, road and roadside design, lighting and signage)
<b>Vehicle Factors</b>	Includes factors related to vehicle design (eg. Crash avoidance, crashworthiness), maintenance recalls, aftermarket vehicle equipment, commercial vehicles, unusual vehicles, automated vehicles, new and emerging vehicle technologies

The K Division RCMP Traffic Services Traffic Plan (2019-2023) identifies 5 strategies directed at making roads safer in Alberta with a proposed 6<sup>th</sup> being added in 2024. These include:

1. **Impaired Driving** – Countermeasures include highly visible enforcement and “saturation patrols”, working in a defined and targeted area, along with stationary Checkstops set up in highly visible areas.
2. **Occupant Restraints** – Research indicates there is a correlation between non-seat-belt use and high-risk driving behaviours, including alcohol, drugs, speeding, and other traffic offences. There is also a correlation between night-time driving, alcohol and non-use of occupant restraints. Countermeasures include visible police enforcement and publicized periods of seat-belt related enforcement.
3. **Overall Speed Reduction on Major Highways** – Studies show that higher average travel speeds result in higher crash records across all road standards (p.31). Utilizing different techniques of speed enforcement is key to having a deterring effect on drivers. “Operating a mix of highly visible and strategically directed police patrols or speed

cameras increases public perception that speed enforcement can happen anywhere at anytime” (p.32).

4. **Distracted Driving** – Drivers who engage in the following activities are more likely to be in a crash or near crash event compared to non-distracted drivers (P. 34).
  - a. Text messaging on cell phone – 23 times more likely
  - b. Talking on a cell phone – 4-5 times more likely
  - c. Reading – 3 times more likely
  - d. Applying make-up – 3 times more likely
  - e. Reaching for a moving object – 9 times more likely
  - f. Dialing on a handheld device – 3 times more likely

High visibility enforcement and public awareness campaigns are considered the best tactics to reduce distracted driving habits.

5. **High Volume Vehicle Stops – Roving Traffic Units** – High volume vehicle stops provide law enforcement with the opportunities to locate and prevent shipments of contraband being delivered to Alberta communities.
6. **High Risk Offender Driving Enforcement – HRODE** – Research shows between 20 and 30 percent of drunk drivers reoffend and due to their repeat offending and high blood-alcohol concentrations (BAC), contribute disproportionately to road trauma (Freeman & Liossis 2002a; Henderson 1996; Longo, Hunter & Loan 1996; Ryan et al. 1996). This high-risk subgroup is less responsive to (traditional) countermeasures that have been shown to be relatively effective in addressing drink driving in the general population (Freeman & Liossis 2002a; Harrison et al. 2003). Targeted interventions aimed at high BAC and recidivist drivers that include rehabilitation programs involving appropriate social agencies may provide a less costly and more effective alternative to imprisonment. (Ferguson et al 1999). Current research on an individual driver’s crash risk assessment indicates “there is a direct relationship between a driver’s’ previous violations and crash record and future at-fault crash”. (Joo, Yang-Jun & Kho, Seung-Young & Kim, Dong-Kyu & Park, Ho-Chul. 2022).

#### **Methods:**

- The HRODE program consists of three distinct components:
  - identification of prolific driving offenders,
  - detection and apprehension of prolific offender, and
  - court and remedial recommendations.



- Traffic Services team will develop a comprehensive court brief for the Provincial Crown, identifying how the target was apprehended and recommendations for conditions upon release.
- Recommendations for conditions of release will be developed in consultation with probations officers, addictions counselors, social workers and referrals through RCMP.
- Changing the behavior will be at the forefront of this program, i.e. enforcement / prosecution, addictions counselling, life skills management will be applied as necessary. Consultation with Crown, Probation and counselling/support services will occur to ensure an understanding of the project and objectives to “change the behavior”.

### Collision Statistics for Town of Canmore – 2017 through 2022

	2017	2018	2019	2020	2021	2022
Injury MVC*	11	16	27	16	17	25
Property Damage MVC	386	343	360	215	215	253
<b>TOTAL MVC</b>	<b>397</b>	<b>360</b>	<b>387</b>	<b>231</b>	<b>232</b>	<b>278</b>

- Injury MVC is any collision where one or more of the involved parties reports any type of bodily injury
- An MVC is reportable if the total value of damage to property is \$2000-
- An MVC is non-reportable if total value of damage to property is under \$2000- and no injuries are sustained

There are no high collision areas identified in the community, but it is identified that Bow Valley Trail, Railway Avenue, and the downtown area pose higher risk due to the volume of vehicle, bicycle, and pedestrian traffic. The Town of Canmore reduced speeds in residential areas to 30 km/hr in June 2023 and have been closing main street to vehicular traffic between May-October.

According to the 2020 Alberta Traffic Collision Statistics the most common factors leading to death and injuries in collisions included travelling at an unsafe speed, following too closely and impaired driving. 26.2 % of drivers in fatal collisions and 7.3% of drivers in injury collisions were found to be driving at an unsafe speed at the time of the crash. It was also found that seatbelt users had a 7.1 % injury rate compared to 17.6% of those not wearing seatbelts at the time of collision (p.8).

Specifically, for Canmore, the most recent stats for factors causing collisions were obtained from Alberta Transportation for the year 2018. The primary causes of property damage collisions are as follows:

1. Backed Unsafely 32%

- |                         |     |
|-------------------------|-----|
| 2. Ran Off Road         | 25% |
| 3. Followed too closely | 15% |

Other causes of collisions included:

- Improper turn
- Improper lane change
- Drive left of centre
- Stop sign violation
- Improper passing

Unsafe Speed was a factor in 10% of the collisions that occurred.

Traffic Control devices were functioning properly in 99% of collisions where these devices were present.

### **Implementation of Traffic Safety Plan**

The Canmore RCMP will utilize the 3-E approach to traffic safety to address key risk groups, key contributing factors, and the 5 strategic areas of concern identified by K-Division Traffic Services. These include programs involving Engineering, Education, and Enforcement.

**Engineering** – The Canmore RCMP will maintain an open dialogue with partners and stakeholders, including Town of Canmore Traffic and Road Improvement Group (TRIG), Town of Canmore Mayor and Council, Municipal Enforcement, Community groups, and any other individuals or organizations who have input on how to make Canmore roads and pathways safer. A member of the Canmore Detachment will continue to sit on the TRIG committee, to hear and provide feedback on areas of issue within the community. TRIG has been significantly involved in a number of road engineering recommendations and having a detachment member on the community is invaluable to hear concerns while also providing feedback from an enforcement perspective.

**Education** – Education is a key component to this traffic safety plan. Canmore RCMP and Municipal Enforcement will communicate with the community through media releases to update traffic safety initiatives. Each detachment member is assigned to a school as a liaison and as such will be expected to deliver safety messaging and take part in safety events when possible to their various school and community groups. These include Bike Rodeos, Personal Safety, Crime Reduction and Career and Life Management (CALM) presentations. Detachment members will also be expected to be visible and approachable outside of schools before and after school hours to ensure students and the public are observing road safety rules, specifically surrounding intersections and crosswalk use.

**Enforcement** – Traffic Enforcement in the Town of Canmore will be conducted by the RCMP through regular patrols, enhanced shifts and the Checkstop Program. Municipal Enforcement will supplement the RCMP with moving traffic and will primarily focus on bicycle safety, school zones and playground speed enforcement, intersection safety, distracted driving, occupant restraints and school bus safety. Automated Traffic Enforcement is also deployed in Canmore and will be utilized in areas where areas with identifiable history of collisions or speeding problems, and school and playground zones. All Automated Traffic Enforcement zones are reviewed and approved by the Detachment Commander and the Manager of Protective Services annually and is used in conjunction with existing conventional enforcement and is not used as a replacement for officer contact.

High-risk drivers and high-risk offences such as Impaired Driving, Occupant Restraints, Speeding, and Distracted Driving will be priorities for enforcement year-round. Further to that, monthly enforcement priorities as provided by Alberta Transportation will be observed. The Alberta Traffic Safety Enforcement Calendar generally follows the same pattern every year:

Alberta Traffic Safety Calendar (Generic)

<b>January</b>	<b>Intersection Safety</b> Winter Driving Alcohol and Drug Impairment Fatigue
<b>February</b>	<b>Distracted Driving</b> Winter Driving Fatigue
<b>March</b>	<b>Seatbelts</b> Aggressive Drivers Fatigue
<b>April</b>	<b>Speed</b> Aggressive Drivers Motorcycles
<b>May</b>	<b>Motorcycle Safety</b> Cycling Alcohol and Drug Impairment Construction Zones Off-Highway Vehicles New Drivers
<b>June</b>	<b>Commercial Vehicle Safety</b> Cycling Construction Zones Off-Highway Vehicles Fatigue

<b>July</b>	<b>Impaired Driving</b> Cycling Construction Zones Off-Highway Vehicles
<b>August</b>	<b>New Drivers</b> Cycling Alcohol and Drug Impairment Aggressive Drivers Motorcycles
<b>September</b>	<b>Back to School</b> Cycling Alcohol and Drug Impairment Speed
<b>October</b>	<b>Pedestrian Safety</b> Wildlife Fatigue
<b>November</b>	<b>Child Safety Seats</b> Pedestrian Safety Wildlife Winter Driving
<b>December</b>	<b>Impaired Driving</b> Winter Driving Fatigue

### **Automated Traffic Enforcement**

Automated Traffic Enforcement (ATE) is delivered under the joint oversight of the Town of Canmore RCMP and Town of Canmore Protective Services. No automated traffic enforcement is to take place without the specific approval of Town of Canmore RCMP Detachment Commander and the Manager of Protective Services with the Town of Canmore. All Automated Traffic Enforcement must be done in accordance to the Automated Traffic Safety Enforcement Technology Guidelines set out by the Province of Alberta. Refer to **Appendix "A"** for a summary of the ATE Guidelines as they relate to Canmore Detachment.

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Canmore RCMP

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## **Appendix “A”**

### **Automated Traffic Enforcement**

#### **Guiding Principles (Automated Traffic Enforcement Technology Guideline, 2019)**

1. Transportation Safety must be the objective of ATE programs in the province
2. Police Services, in collaboration with municipalities, are accountable for ensuring ATE programs are used to improve transportation safety outcomes
3. Ongoing evaluation of ATE programs will ensure they improve transportation safety outcomes
4. Public transparency is paramount for the success of ATE programs.

#### **Updated Guiding Principles (Automated Traffic Enforcement Technology Guideline, 2021)**

1. Restrictions on ATE use in transition zones and on residential roads with less than 50 km/h speed limits (restrictions do not apply to school, playground, or construction zones).
2. Eliminating double ticketing within five minutes.
3. Mandating all ATE vehicles be clearly visible.
4. Requiring rationale and data for sites to justify the use of ATE.

#### **Roles and Responsibilities (specifically relating to Canmore ATE program)**

##### **Police Services**

- Ensure enforcement is conducted in accordance with local traffic safety plans
- Review and approve site locations for ATE use
- Direct at which sites ATE technology is to be used
- Set periods of operation and duration of enforcement

##### **Municipalities**

- Identify and provide transportation safety data to police services to support the development of traffic safety plans
- Provide equipment, technology, and training for ATE operators
- Provide notification to Ministry of Justice and Solicitor General regarding new or updated equipment or technology
- Provide technical advice regarding equipment and technology used for ATE
- Compile information to support site assessment for police services’ review and approval
- Update the municipal website with ATE information

##### **Contract Service Providers**

- Provide equipment, technology, and training for ATE operators

- Provide technical advice regarding equipment and technology used for ATE
- Provide individuals who could be hired by the municipality as peace officers, as defined by Alberta's Peace Officer Act, to be ATE operators, as long as the municipality is an authorized employer of peace officers
- Process and mail violation tickets to offending registered vehicle owners
- Manage and conduct inspections, testing and certification/recertification of ATE equipment and technology. Individuals conducting testing shall be qualified and certified by the Ministry of Justice and Solicitor General and/or appointed by the Minister of Transportation.

### **Traffic Safety Plans**

Every police service must have a local traffic safety plan that covers a minimum of three years. The plan must include the following:

- Enforcement
- Education
- Research and evaluation
- Communication and awareness
- Engineering and technology
- Related stakeholders
- Reviewed annually and updated as necessary

Police Services involved in an ATE program must ensure their traffic safety plan is reviewed and updated annually and at minimum:

- Includes an ATE strategy and most recent collision data available to police
- Is in line with the Guiding Principles
- Requires the ATE strategy to be evaluated annually to ensure ATE is focused on traffic safety outcomes
- Is submitted to the Director of Policing Standards and Audits every three years

### **Eligibility for ATE Use**

- **High-frequency locations** where data indicates drivers are ignoring or breaking transportation laws on an ongoing basis
- **High collision locations** where data indicates a greater frequency of property damage, injury or fatal collisions

### **Site Selection Criteria**

- Areas of intersections with an identifiable, documented history of collisions
- Areas or intersections with an identifiable, documented history of speeding problems



- School and playground zones or areas

### **Public Awareness and Technology**

#### **Highway Signage**

- Permanent signs shall be posted on primary access highways entering municipalities where ATE is used, alerting the public that the technology is used as a tool to enforce speed in the municipality
- Highways monitored by ATE technology shall have permanent signs along the route in both directions, advising that speed laws are monitored using ATE technology

#### **Public Information**

ATE information shall be posted on the municipal or police service website and updated as required. At minimum the following information will be posted:

- The location of each approved ATE technology site
- The rationale for ATE use for each site (site selection criteria)

On an annual basis, the following will be posted

- Release a report on the ATE program results that demonstrate the impact ATE has had on traffic safety, and how ATE is supporting the objectives within the local traffic safety plan
- Specific locations where ATE was deployed in the municipality and corresponding collision statistics for each location and how collision rates compared to previous years