
1. **WELCOME AND CALL TO ORDER**

2. **LAND ACKNOWLEDGEMENT**

- 2.1 Treaty Six Land Acknowledgement - Blackfalds Town Council acknowledges that we are on Treaty Six Territory, a traditional meeting ground, gathering place, and travelling route to the Cree, Saulteaux (So-toe), Blackfoot, Métis, Dene (De-nay) and Nakota Sioux (Sue). We acknowledge all the many First Nations, Métis, and Inuit whose footsteps have marked these lands for centuries.

3. **ADOPTION OF AGENDAS**

- 3.1 Regular Agenda for December 10, 2024
3.2 Consent Agenda for December 10, 2024
- a) **Declaration of No Interest** (*conflict of duty and interest, pecuniary or other*)
 - b) **Adoption of Minutes**
 - o Regular Council Meeting Minutes - November 26, 2024
 - c) **Council Reports**

None
 - d) **Administrative Reports**
 - o Report for Council, Enforcement and Protective Services Monthly Report - November 2024
 - o Report for Council, Development & Building Monthly Report - November 2024
 - e) **Boards, Committee and Commission Minutes and/or Reports**
 - o Lacombe Foundation Meeting Minutes - September 23, 2024
 - f) **Information**
 - o City of Lacombe Council Highlights - November 25, 2024
 - o Lacombe County Council Highlights - November 28, 2024
 - g) **Correspondence**
 - o Happy Holidays from Wolf Creek Public Schools - December 4, 2024

4. **PUBLIC HEARING**

None

5. **DELEGATION**

- 5.1 Enterprise Fleet Management, *Sunny Gill*

6. **BUSINESS**

- 6.1 Request for Decision, Enterprise Fleet Management Equity Lease
- 6.2 Request for Decision, Mural Corridor Project
- 6.3 Request for Decision, Bylaw 1319.24 - Affordable Housing Taxation Bylaw (*Second & Third Reading*)
- 6.4 Request for Decision, Bylaw 1318.24 - Schedule "C" - Community Services Facilities Fee Schedule (*Third Reading*)
- 6.5 Request for Decision, Support Services Centre Lease Rate
- 6.6 Request for Decision, Bylaw 1322.24 - Code of Conduct Bylaw (*First, Second and Third Reading*)
- 6.7 Request for Decision, 2025 Member at Large Appointments
- 6.8 Request for Decision, Appointment of Returning Officer
- 6.9 Request for Decision, Bylaw 1321.24 - Elections Bylaw (*First, Second and Third Reading*)
- 6.10 Request for Decision, Standing Committee of Council Meeting Cancellation Request
- 6.11 Request for Decision, 9-1-1 Call Answer Services Agreement

7. **NOTICES OF MOTION**

None

8. **CONFIDENTIAL**

- 8.1 Fire Dispatch Services Agreement - FOIP Section 21 - Disclosure Harmful to Intergovernmental Relations
- 8.2 Aspen Lakes West - FOIP Section 24 - Advice from Officials

9. **ADJOURNMENT**

Future Meetings/Events:

- Standing Committee of Council Meeting – December 16, 2024
- Regular Council Meeting – January 14, 2025

MINUTES

A Regular Council Meeting for the Town of Blackfalds was held on November 26, 2024, at 5018 Waghorn Street in Council Chambers, commencing at 7:00 p.m.

MEMBERS PRESENT

Mayor Jamie Hoover
Deputy Mayor Jim Sands
Councillor Edna Coulter
Councillor Marina Appel
Councillor Laura Svab
Councillor Brenda Dennis

ATTENDING

Kim Isaak, Chief Administrative Officer
Justin de Bresser, Director of Corporate Services
Preston Weran, Director of Infrastructure and Planning Services
Rick Kreklewich, Director of Community Services
Ken Morrison, Director of Emergency Management and Protective Services
Jolene Tejkl, Planning & Development Manager
Marco Jadie, IT Tech
Danielle Nealon, Executive & Legislative Coordinator

REGRETS

None

MEDIA

None

OTHERS PRESENT

None

WELCOME AND CALL TO ORDER

Mayor Hoover welcomed everyone to the Regular Council Meeting of November 26, 2024, and called the meeting to order at 7:00 p.m.

TREATY SIX LAND ACKNOWLEDGEMENT

A Land Acknowledgement was read to recognize that the Town of Blackfalds is on Treaty Six Territory.

ADOPTION OF AGENDAS

Addition of Regular Agenda items:

- 6.11 Alberta Municipal Water/Wastewater Partnership Grant
- 8.1 Code of Conduct - FOIP Section 24 - Advice from Officials

358/24 Councillor Svab moved That Council adopt the Regular Meeting Agenda for November 26, 2024, as amended.

CARRIED UNANIMOUSLY

359/24 Deputy Mayor Sands moved That Council adopt the Consent Agenda for November 26, 2024, as presented, containing:

- **Declaration of No Interest** (*conflict of duty and interest, pecuniary or other*)
- **Adoption of Minutes**
 - Regular Council Meeting Minutes - November 12, 2024
 - Standing Committee of Council Meeting Minutes - November 18, 2024

MINUTES

- **Council Reports**
 - Mayor Hoover
 - Deputy Mayor Sands
 - Councillor Coulter
 - Councillor Appel
 - Councillor Svab
 - Councillor Dennis
- **Administrative Reports**
 - Report for Council, CAO Report – November 2024
- **Boards, Committee and Commission Minutes and/or Reports**
 - Family & Community Support Services Board Meeting Minutes - September 12, 2024
 - Draft Parkland Regional Library Board Meeting Minutes - November 14, 2024
- **Information**
 - City of Lacombe Council Highlights - November 12, 2024
 - Lacombe County Council Highlights - November 14, 2024
 - PRLS Board Talk - November 14, 2024
- **Correspondence**
 - Letter from Red Deer River Watershed Alliance Re: 2025- 2026 Municipal Funding Letter - November 15, 2024

CARRIED UNANIMOUSLY

PUBLIC HEARING**Bylaw 1315.24 - Front Parking Pads Amendments**

Mayor Hoover declared the Public Hearing open at 7:03 p.m. for Bylaw 1315.24.

The purpose of Bylaw 1315.24 is to amend the Land Use Bylaw to allow Front Parking Pads as a use, and associated development standards, in the R-1L, R-1M, R-1S Districts and the R-2 District except for Multiple Housing Developments and Mixed Use Developments.

First Reading was given to Bylaw 1315.24 on October 22, 2024.

Notice of this Public Hearing was advertised in accordance with Section 606 of the Municipal Government Act and the Town of Blackfalds' Public Notification Bylaw and Public Participation Policy as follows:

- Via email to the Front Parking Pad Engagement List on October 23, 2024. The Front Parking Pad Engagement List includes everyone who participated in the engagement process that advised they wanted to be kept up to date on process highlights.
- On the bulletin board in the Town's Civic Centre, upstairs outside of Council Chambers commencing October 29, 2024;
- A hard copy of proposed Bylaw 1315.24 was available for viewing at the Town's Civic Centre Front Counter (upstairs) as of October 29, 2024.
- Via email to all local authorities and agencies on October 29, 2024.
- Via email to internal departments on October 29, 2024.
- On the Town's electronic sign commencing October 29, 2024.
- November 2024 edition of "Talk of the Town".
- On the Planning & Development page of the Town's website commencing on October 29, 2024.
- Via email to the Municipal Planning Commission on October 24, 2024.
- In the November 14, 2024 and November 21, 2024 editions of the Lacombe Express.
- On the Town's social media channels in the weeks leading up to the Public Hearing.

The following written comments have been received to date:

- November 8, 2024, submission from Telus
- November 13, 2024, submission from Lacombe County

MINUTES

- November 14, 2024, submission from Alberta Transportation and Economic Corridors

There were no late submissions relating to the Bylaw.

Those in Favour of the Bylaw

A resident came forward to support the Bylaw and thank Council for their consideration on this item.

Those Opposed to the Bylaw

(None came forward)

Any Person Deemed to be Affected by the Bylaw Who Wishes to be Heard

(None came forward)

Comments from the Planning & Development Department

None

Mayor Hoover declared the Public Hearing for Bylaw 1315.24 closed at 7:06 p.m.

DELEGATION

None

BUSINESS

Request for Decision, Bylaw 1315.24 - Front Parking Pad Amendments

Following the closing of the Public Hearing, Manager Tejkl brought forward Bylaw 1315.24 - Front Parking Pad Amendments for Council's consideration of Second and Third Reading.

360/24 Councillor Coulter moved That Council give Second Reading to Bylaw 1315.24 – Front Parking Pad Amendments, as presented.

CARRIED UNANIMOUSLY

361/24 Deputy Mayor Sands moved That Council give Third Reading to Bylaw 1315.24 – Front Parking Pad Amendments, as presented.

CARRIED UNANIMOUSLY

Request for Decision, Subdivision File No. S-04-24, Blackfalds Crossing Trail

Manager Tejkl brought forward Subdivision File No. S-04-24, pertaining to Blackfalds Crossing Trail, for Council's review and consideration.

362/24 Councillor Svab moved That Council, being the designated Subdivision Authority for the Town of Blackfalds, is satisfied that the proposed subdivision meets the relevant considerations, and move to APPROVE the subdivision of Lots 1 & 2 Block 4 Plan 182 2757, Pt. NE 22-39-27-W4M, subject to the following conditions:

1. The Plan of Subdivision shall be updated to fully encompass the North Red Deer River Water Services Commission Utility Right-of-Way.
2. That pursuant to Section 84 of the *Land Titles Act*, the subdivision, as amended pursuant to Condition of Subdivision Approval 1, is registered by Plan of Survey.
3. That pursuant to Section 654(1)(d) of the *Municipal Government Act*, all outstanding property taxes are to be paid, or some other arrangements satisfactory to the Town of Blackfalds for payment thereof be made.

CARRIED UNANIMOUSLY

Request for Decision, Bylaw 1318.24 - Schedule "C" - Community Services Facilities Fee Schedule

Director Kreklewich presented the annual Bylaw for Schedule "C" - Community Services Facilities Fee Schedule for Council's consideration of First and Second Reading.

MINUTES

363/24 Councillor Appel moved That Council give First Reading to Bylaw 1318.24 - Schedule "C" - Community Services Facilities Fee Schedule, as presented.

CARRIED UNANIMOUSLY

364/24 Councillor Coulter moved That Council give Second Reading to Bylaw 1318.24 - Schedule "C" - Community Services Facilities Fee Schedule, as presented.

CARRIED UNANIMOUSLY

Request for Decision, Bylaw 1319.24 - Affordable Housing Taxation Bylaw

Following Council's direction given at the November 12, 2024, Regular Meeting, Director de Bresser brought forward for First Reading, Bylaw 1319.24 - Affordable Housing Taxation Bylaw for Council's consideration.

365/24 Councillor Appel moved That Council give First Reading to Bylaw 1319.24 - Affordable Housing Taxation Bylaw, as presented.

CARRIED UNANIMOUSLY

Request for Decision, Council Policy CP 187.24 - Member at Large Recognition

Following the recommendation from the Standing Committee of Council on November 18, 2024, CAO Isaak presented the Member at Large Recognition Council Policy for Council's consideration.

366/24 Deputy Mayor Sands moved That Council formally adopt Council Policy CP 187.24 - Member at Large Recognition, effective immediately.

CARRIED UNANIMOUSLY

Request for Decision, Effect of Bill 20 Changes to *Local Authorities Election Act*

CAO Isaak brought forward a report of the effects of Bill 20 on the *Local Authorities Election Act* and requested Council's direction regarding criminal record checks to be included with nomination packages for municipal general elections.

367/24 Councillor Appel moved That Council provide direction to Administration to draft a bylaw to include criminal record checks with nominations for Municipal Elections.

CARRIED UNANIMOUSLY

Request for Decision, Womacks Road & Broadway Avenue Intersection Improvements

Director Weran brought forward the recommendations from the Standing Committee of Council on November 18, 2024, regarding the Womacks Road & Broadway Avenue Intersection Improvements for the Council's consideration.

368/24 Councillor Svab moved That the Council allocate an additional \$200,000 to the 2024 Capital Budget for detailed modelling options for the Womacks Road & Broadway Avenue intersection improvements.

CARRIED

Opposed: Deputy Mayor Sands and Councillor Dennis

Request for Decision, 4409 South Street Excavation Project Request and Award

Director Weran brought forward the recommendation for awarding the 4409 South Street Excavation Project.

369/24 Deputy Mayor Sands moved that Council move forward with the 4409 South Street Excavation Project and allocate \$546,938.00 to this project as part of the 2024 Capital Budget.

CARRIED UNANIMOUSLY

MINUTES

370/24 Councillor Coulter moved That Council award the 4409 South Street Excavation work to CBO Earthworks for \$497,216.36, excluding GST.

CARRIED UNANIMOUSLY

Request for Decision, 2025 Capital Budget & 5-Year Capital Plan

Director de Bresser brought forward the 2025 Capital Budget for Council's consideration and approval and the 5-Year Capital Plan for information.

371/24 Councillor Coulter moved That Council move to approve the 2025 Capital Budget, as amended.

CARRIED UNANIMOUSLY

372/24 Deputy Mayor Sands moved That Council accept the 5-Year Capital Plan, as information.

CARRIED UNANIMOUSLY

Request for Decision, 2025 Operating Budget & 3-Year Operating Forecast

Director de Bresser brought forward the 2025 Operating Budget, for consideration of approval and the 3-Year Operating Forecast for information.

373/24 Councillor Appel moved That Council move to approve the 2025 Operating Budget, as presented.

CARRIED UNANIMOUSLY

374/24 Councillor Appel moved That Council receive the Three-Year Operating Forecast as information.

CARRIED UNANIMOUSLY

Alberta Municipal Water/Wastewater Partnership Grant

CAO Isaak brought forward for authorization the Alberta Municipal Water/Wastewater Partnership Grant application.

375/24 Councillor Svab moved That Council authorize Administration to proceed with the Alberta Municipal Water/Wastewater Partnership Grant application for the Broadway Reservoir Expansion Project and provide a funding request letter for the project to include with the grant application.

CARRIED UNANIMOUSLY

NOTICES OF MOTION

None

RECESS

Mayor Hoover called for a five-minute recess at 9:15 p.m.

REGULAR COUNCIL MEETING RETURNED TO ORDER

Mayor Hoover called the Regular Council Meeting back to order at 9:20 p.m.

CONFIDENTIAL

- **Code of Conduct - FOIP Section 24 - Advice from Officials**

376/24 Councillor Appel moved That Council move to a closed session commencing at 9:21 p.m. in accordance with Section 197(2) of the *Municipal Government Act* to discuss matters exempt from disclosure under Section 24 of the *Freedom of Information and Protection of Privacy Act*.

CARRIED UNANIMOUSLY

MINUTES

Closed Session Attendance: *Mayor Jamie Hoover, Deputy Mayor Jim Sands, Councillor Edna Coulter, Councillor Marina Appel, Councillor Laura Svab, Councillor Brenda Dennis and CAO Kim Isaak.*

DEPARTURE

Mayor Hoover left the meeting at 9:24 p.m.

ARRIVAL

Mayor Hoover rejoined the meeting at 9:27 p.m.

377/24 Councillor Svab moved That Council move to come out of the closed session at 9:27 p.m.

CARRIED UNANIMOUSLY

REGULAR COUNCIL MEETING RETURNED TO ORDER

Mayor Hoover called the Regular Council Meeting back to order at 9:27 p.m.

Regular Council Meeting Attendance: *Mayor Jamie Hoover, Deputy Mayor Jim Sands, Councillor Edna Coulter, Councillor Marina Appel, Councillor Laura Svab, Councillor Brenda Dennis and CAO Kim Isaak.*

378/24 Councillor Coulter moved That Council proceed as discussed in-camera.

CARRIED UNANIMOUSLY

ADJOURNMENT

Mayor Hoover adjourned the Regular Council Meeting at 9:28 p.m.

Jamie Hoover, Mayor

Kim Isaak, CAO

MEETING DATE: December 10, 2024

PREPARED BY: Ken Morrison, Director of Emergency Management and Protective Services

SUBJECT: **Enforcement and Protective Services Monthly Report - November 2024**

BACKGROUND

Administration provides the Council with monthly updates for activity from the Town's Municipal Enforcement, Fire Services, OHS, Emergency Management and RCMP.

DISCUSSION

The attached documents are a combination of activities occurring during the month of November for Municipal Enforcement, Occupational Health & Safety, Fire Services, RCMP and Emergency Management.


FINANCIAL IMPLICATIONS

None


ATTACHMENTS

- *Protective Services Monthly Report*
- *Municipal Enforcement November Incident Report*
- *Fire November 2024 Monthly Incident Summary*

APPROVALS



Kim Isaak,
Chief Administrative Officer



Director/Author

Protective Services Monthly Report

Municipal Enforcement:

During the month of November, Officers responded and investigated 88 operational files, which are broken down in the chart below:

Type of Call	Quantity	Overview
Snow Removal	22	Registered owners were contacted to move their vehicles. 7 was towed.
Community Standards Bylaw	2	Bullying Abbey / Pizza Hut
Animal Control Bylaw	18	2 Cats at large, 2 Dogs at large, 12 Barking complaints, 1 Fail to pick up feces, and 1 Licensing issue, animal welfare (left out in the cold), dog bite
Assist Fire	1	Motor Vehicle Collison
Abandoned Vehicles	2	One parked on street for six months (towed), and 1 abandoned on private property
Driving Complaints	6	Vehicles passing school buses. 4 fines mailed to registered owners. 2 plates not visible
Parking Complaints	11	3 abandoned vehicles on roadway and private property, 4 vehicles blocking fire lane at the Abbey. 4 vehicles blocking access to an alley
Miscellaneous incidents	1	Rouge cow on C&E trail north of BP's
Traffic Bylaw	1	Unattached trailer,
Neighbour Dispute	1	Pushing snow on to others property
Assist RCMP	3	3 motor vehicle collisions, 6 vehicles involved
Join Forces Operation	1	Commercial vehicle / Dangerous goods inspection

In total, 34 violation tickets were issued during the month of November. 4 for passing school buses. Peace Officers have been monitoring various locations in town for picking up and dropping off students.

Peace Officers have been monitoring school zones for parking issues, vehicles blocking crosswalks, blocking fire hydrants, and motorists not stopping at stop signs. Peace Officers are in contact with the School Resource Officer often throughout the month.

Speed Signs showed Cottonwood Drive (solar sign) westbound traffic; approximately 65,093 vehicles were registered during the month; in comparison, July of 2022 saw 30,487, and September of 2022 saw 32,986 vehicles.

Vista Trail (solar sign) southbound, approximately 55515 vehicles counted between Oct 28th and Dec 1, 2024. The maximum speed recorded was 115 kph between the hours of 5 am and 6 am. In comparison, Vista Trail saw in February of 2022 51,270 vehicles and in January 2024, there were 54,867 vehicles counted.

Speeds on Cottonwood and Vista Trail are alarming. PO's will be reaching out for additional support, through the RCMP and other agencies for monitoring speeds on the streets within town.

Panorama Drive, West bound, approximately 21834 vehicles were counted between Nov. 3 and Dec. 1, 2024. The maximum speed recorded was 89 kph at 9 pm.

Aurora Heights westbound, approximately 5246 vehicles were counted. The Max speed recorded was 58 kph. We had public concern of high speeds on Aurora and a resident requested the traffic speed sign. This section of road has a 40 kph speed limit.

Of note, we continue to get many Barking dog complaints. To prosecute these cases, the legal team has requested we have complainants fill out a "Bark Log" for seven days. Once the Bark Log is submitted back to the Peace Officer, we explain to the complainant that they may have to attend court if the accused pleads not guilty. We do work with the accused to hopefully come to a mutual agreement with both parties before anyone has to go to court.

Violation Tickets Issued

	ACT	Tickets	Fine Total	Average Fine
1.	Traffic Safety Act	23	\$6559.00	\$220.64
2.	Vehicle Equipment Regulation	2	\$405.00	\$202.50
3.	Use of Highway & Rules of the Road Reg.	9	\$2,187.00	\$243.00
4.	Traffic Bylaw	1	\$150.00	\$150.00
5.	Tobacco Smoking & Vaping Reduction Act	1	\$300.00	\$300.00
6.	Animal Control Bylaw	3	\$5,000.00 (Court imposed fines)	\$1666.67

For the month of November one Peace officer was on modified duties for the first part of the month. One Peace Officer was on vacation and two Peace Officers were on a training course for On Roads Dangerous Goods Inspector. This course has a pre-course exam, which requires an 80% passing grade. The course was held in Lac la Biche, Alberta. All 4 Peace Officers are now trained in the Dangerous Goods & Handling Act.

Peace Officers wrote 39 violation tickets in the month of November, resulting in \$14,301.00 in fines.

Year to date Peace Officers have written 1121 violation tickets, resulting in \$242,982.00 in fines.

When a violation fine is issued, and the accused is convicted, it can take up to 5 years for the fine to be paid before any revenue is transferred to the town. From the last Justice Online Information System report (which we receive monthly) there was approximately \$215, 500.00 outstanding.

Municipal Enforcement, November Incident Report, is attached.

Blackfalds Fire Rescue

November 2024 Monthly Activity Summary Report

During the month of November, we ran the remaining members through our annual physical fitness test.

Training consisted of further ladder, ropes and hoisting training. Two members attended an Industrial Firefighting course with Nova Chemicals in Texas.

Promoted Lieutenant Kenway to Captain, filling a vacant position.

Promoted 4 firefighters to Lieutenants under our succession planning.

Members took part in the Remembrance Day ceremony.

November had a total of 24 incidents, and attached is the incident summary for the month.

Occupational Health & Safety

On November 20th, Director Morrison, Chief Cote, D/Chief Elder and OHS Advisor Jamie Michalevich met, and reviewed the action plan resulting from the recent COR audit. This action plan will be brought to the Directors and Managers for their subsequent review.

Our COR Auditor is scheduled to attend the Managers Meeting on December 4th, to provide a high-level overview of the results of the audit.

The OHS Advisor has been able to work with Corepoint (our electronic filing system contractor). He has determined that the system, if used to its fullest, can complete most of the work we need; a representative from Corepoint will be attending Blackfalds in the New Year to provide some further instruction/clarification on this.

RCMP

On November 11th, the town experienced a robbery with a firearm at the local 7-Eleven. This is an exceptional case, even in a larger center, for a firearm to be used but to be fired during the robbery. No injuries were reported, and our local General Investigation Section GIS is actively investigating this serious offence.

With the recent snowfall officers responded to several incidents related to the icy/winter driving conditions. On November 15th officers responded to 11 motor vehicle collisions between 8 am to 10am. In comparison, in the week of October 29th to November 4th, the entire detachment attended only 9 motor vehicle collisions.

November 11th, Remembrance Day, saw many officers dressed in Red Serge march over from the Protective Services building to the Abbey Centre. Officers participated in the ceremony, reading the Honor Roll.

November Crime stats will be made available when received.

Emergency Management

November 13th, the LREMP Advisory committee meeting was held, Councillor Edna Coulter and Director Morrison were in attendance. Year end budget and 2025 draft budget were reviewed.

On November 27th, 12 staff took part in the LREMP tabletop exercise held at the LMC. All LREMP partners were represented with approximately 75 participants, as well as AEMA and CRAHIMIT representatives. The event was a great learning experience and will help our emergency management team prepare for the full-scale exercise to take place on November 19th of 2025.

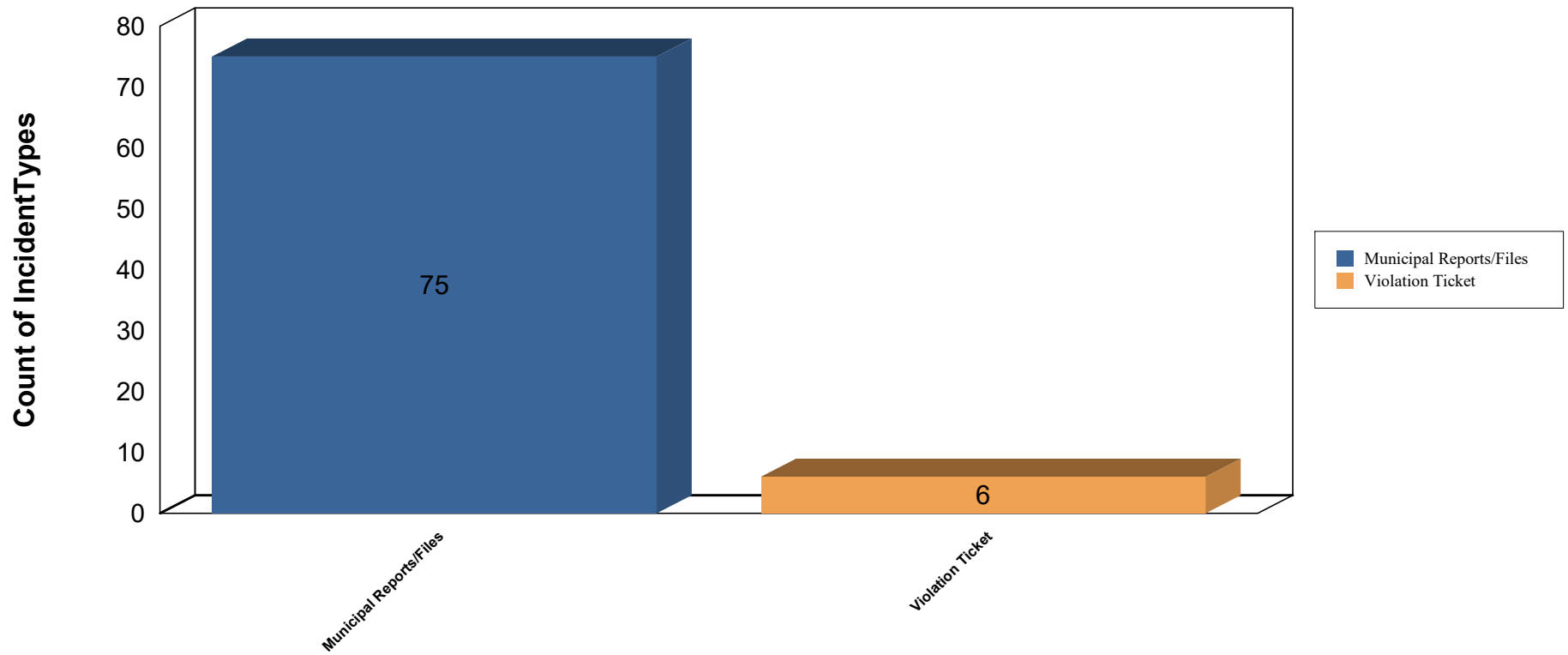
Ken Morrison

Director of Emergency Management & Protective Services

Town of Blackfalds

COMBINE MONTHLY REPORT Statistics from: 11/1/2024 12:00:00AM to 11/30/2024 11:59:59PM

Count of Reports Completed



Count of Incident Types



1 TRAFFIC BYLAW 1232/19 : PART 6: PARKING WITHIN THE TOWN : PARK IN A RESTRICTED ZONE	1 TRAFFIC BYLAW 1232/19 : PART 6: PARKING WITHIN THE TOWN : PARK UNATTACHED RV/UTILITY TRAILER ON HIGHWAY
1 TRAFFIC BYLAW 1232/19 : PART 7: SPEED LIMIT : EXCESSIVE SPEED W/IN A PLAYGROUND ZONE	2 COMMUNITY STANDARDS BYLAW 1220/18 : PART 3: PERMIT NOISE FROM PROPERTY
2 COMMUNITY STANDARDS BYLAW 1220/18 : PART 4: PERMITTING A NUISANCE/UNSIGHTLY PREMISES PRIVATE/PUBLIC PROPERTY	3 LAND USE BYLAW
3 LAND USE BYLAW : UNREPAIRED/DISMANTLED INOPERABLE VEHICLES OR EQUIPMENT	4 INCIDENTS : ASSIST FIRE
1 TRAFFIC BYLAW 1232/19 : PART 6: PARKING WITHIN THE TOWN	4 INCIDENTS : ABANDONED VEHICLE

1.28% # of Reports: 1 Municipal Reports/Files 1 TRAFFIC BYLAW 1232/19 : PART 6: PARKING WITHIN THE TOWN : PARK IN A RESTRICTED ZONE

1.28% # of Reports: 1 Municipal Reports/Files 1 TRAFFIC BYLAW 1232/19 : PART 6: PARKING WITHIN THE TOWN : PARK UNATTACHED RV/UTILITY TRAILER ON HIGHWAY

1.28% # of Reports: 1 Municipal Reports/Files 1 TRAFFIC BYLAW 1232/19 : PART 7: SPEED LIMIT : EXCESSIVE SPEED W/IN A PLAYGROUND ZONE

1.28% # of Reports: 1 Municipal Reports/Files 2 COMMUNITY STANDARDS BYLAW 1220/18 : PART 3: PERMIT NOISE FROM PROPERTY

1.28% # of Reports: 1 Municipal Reports/Files 2 COMMUNITY STANDARDS BYLAW 1220/18 : PART 4: PERMITTING A NUISANCE/UNSIGHTLY PREMISES PRIVATE/PUBLIC PROPERTY

1.28% # of Reports: 1 Municipal Reports/Files 3 LAND USE BYLAW

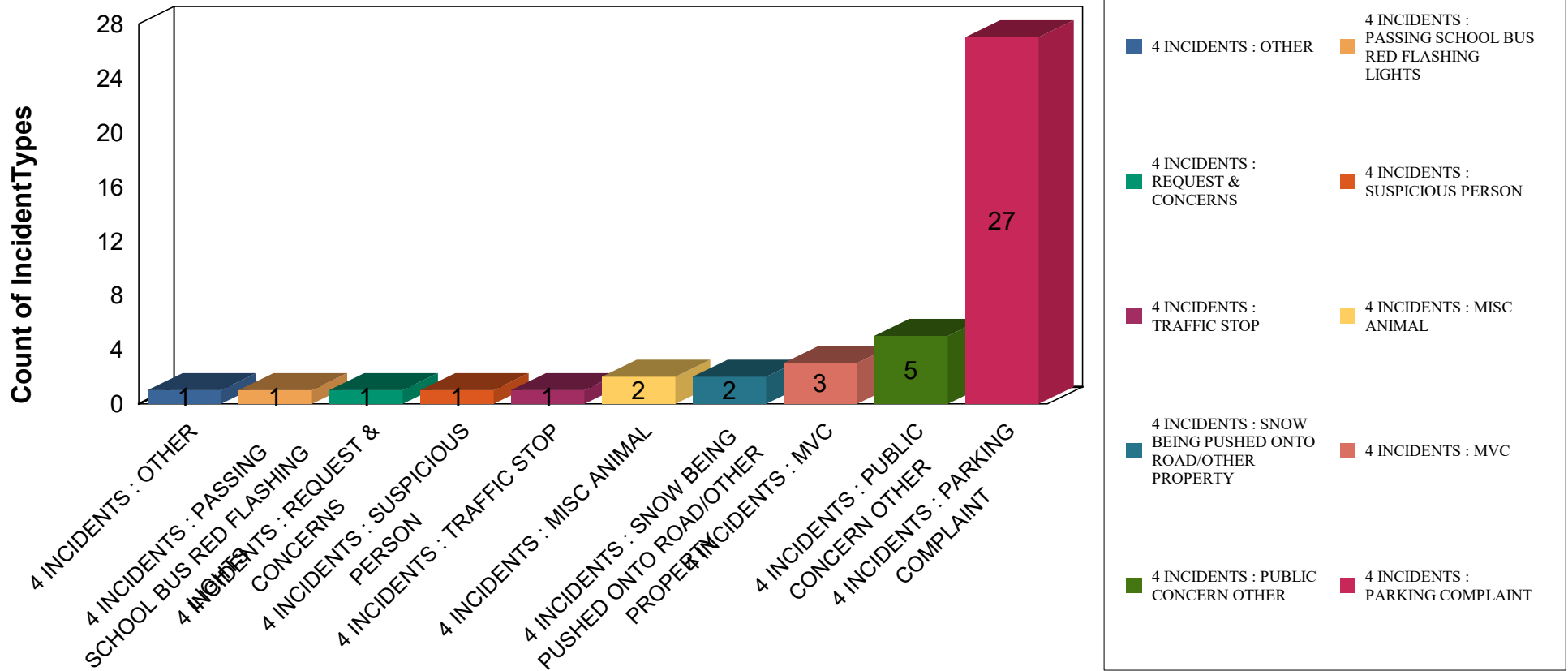
1.28% # of Reports: 1 Municipal Reports/Files 3 LAND USE BYLAW : UNREPAIRED/DISMANTLED INOPERABLE VEHICLES OR EQUIPMENT

1.28% # of Reports: 1 Municipal Reports/Files 4 INCIDENTS : ASSIST FIRE

2.56% # of Reports: 2 Municipal Reports/Files 1 TRAFFIC BYLAW 1232/19 : PART 6: PARKING WITHIN THE TOWN

5.13% # of Reports: 4 Municipal Reports/Files 4 INCIDENTS : ABANDONED VEHICLE

Count of Incident Types



1.28% # of Reports: 1 Municipal Reports/Files 4 INCIDENTS : OTHER

1.28% # of Reports: 1 Municipal Reports/Files 4 INCIDENTS : PASSING SCHOOL BUS RED FLASHING LIGHTS

1.28% # of Reports: 1 Municipal Reports/Files 4 INCIDENTS : REQUEST & CONCERNS

1.28% # of Reports: 1 Municipal Reports/Files 4 INCIDENTS : SUSPICIOUS PERSON

1.28% # of Reports: 1 Municipal Reports/Files 4 INCIDENTS : TRAFFIC STOP

2.56% # of Reports: 2 Municipal Reports/Files 4 INCIDENTS : MISC ANIMAL

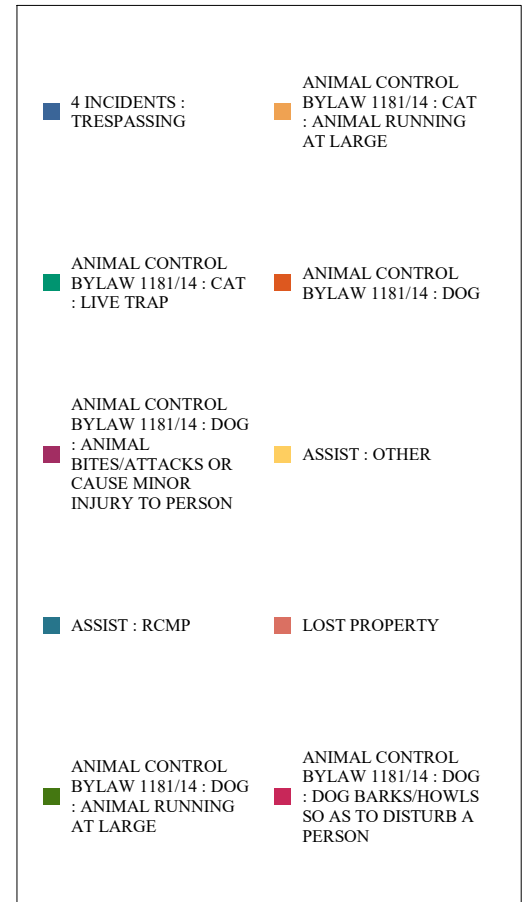
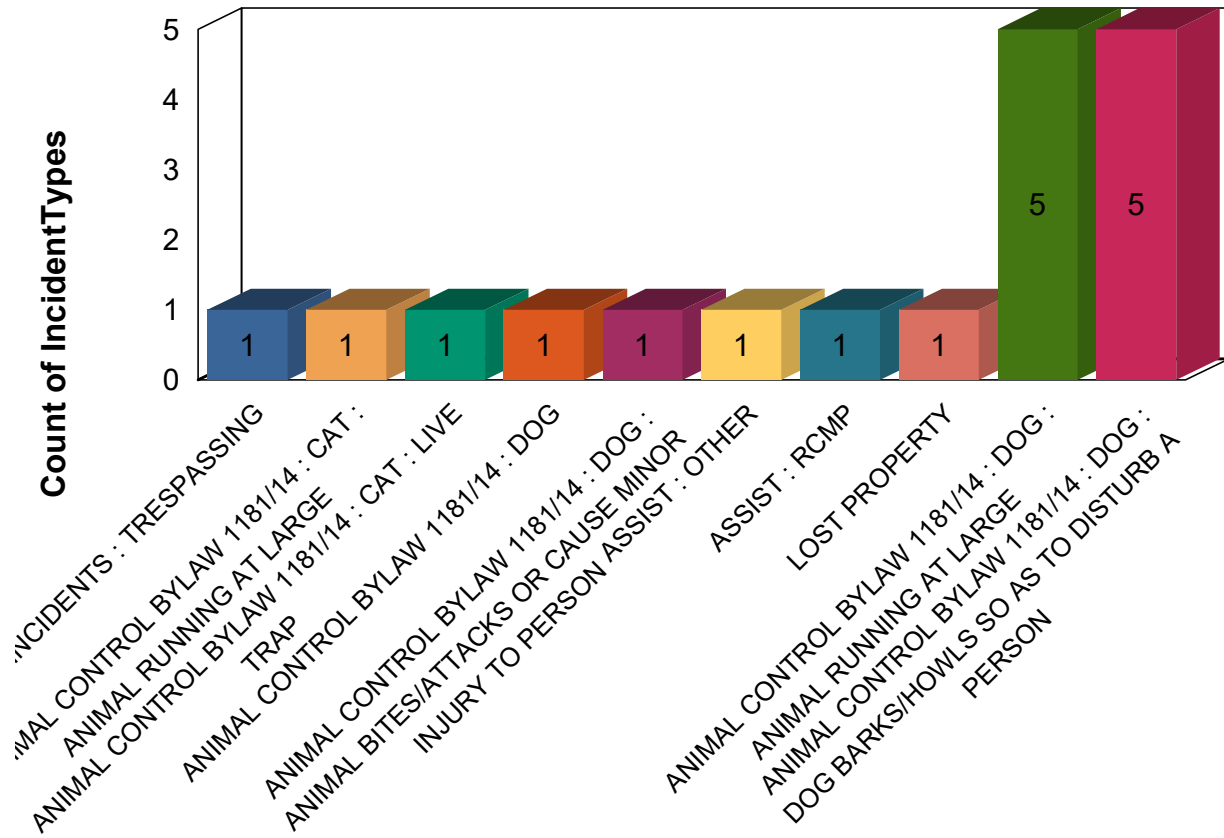
2.56% # of Reports: 2 Municipal Reports/Files 4 INCIDENTS : SNOW BEING PUSHED ONTO ROAD/OTHER PROPERTY

3.85% # of Reports: 3 Municipal Reports/Files 4 INCIDENTS : MVC

6.41% # of Reports: 5 Municipal Reports/Files 4 INCIDENTS : PUBLIC CONCERN OTHER

34.62% # of Reports: 27 Municipal Reports/Files 4 INCIDENTS : PARKING COMPLAINT

Count of Incident Types



1.28% # of Reports: 1 Municipal Reports/Files 4 INCIDENTS : TRESPASSING

1.28% # of Reports: 1 Municipal Reports/Files ANIMAL CONTROL BYLAW 1181/14 : CAT : ANIMAL RUNNING AT LARGE

1.28% # of Reports: 1 Municipal Reports/Files ANIMAL CONTROL BYLAW 1181/14 : CAT : LIVE TRAP

1.28% # of Reports: 1 **Municipal Reports/Files** ANIMAL CONTROL BYLAW 1181/14 : DOG

1.28% # of Reports: 1 **Municipal Reports/Files** ANIMAL CONTROL BYLAW 1181/14 : DOG : ANIMAL BITES/ATTACKS OR CAUSE MINOR INJURY TO PERSON

1.28% # of Reports: 1 **Municipal Reports/Files** ASSIST : OTHER

1.28% # of Reports: 1 **Municipal Reports/Files** ASSIST : RCMP

1.28% # of Reports: 1 **Municipal Reports/Files** LOST PROPERTY

6.41% # of Reports: 5 **Municipal Reports/Files** ANIMAL CONTROL BYLAW 1181/14 : DOG : ANIMAL RUNNING AT LARGE

6.41% # of Reports: 5 **Municipal Reports/Files** ANIMAL CONTROL BYLAW 1181/14 : DOG : DOG BARKS/HOWLS SO AS TO DISTURB A PERSON

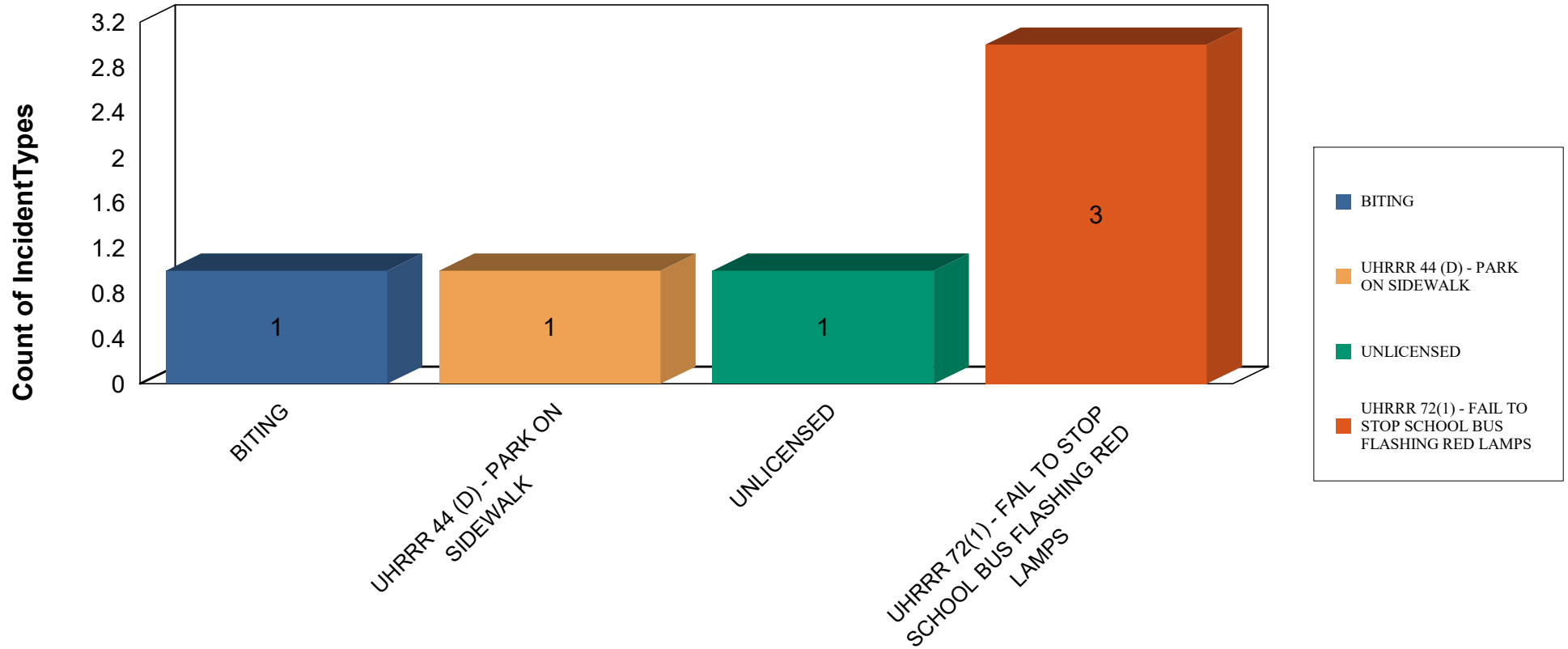
Count of Incident Types



2.56% # of Reports: 2 Municipal Reports/Files MISCELLANEOUS

Grand Total: 100.00% Total # of Incident Types Reported: 78 Total # of Reports: 75

Count of Incident Types



16.67% # of Reports: 1 Violation Ticket BITING

16.67% # of Reports: 1 Violation Ticket UHRRR 44 (D) - PARK ON SIDEWALK

16.67% # of Reports: 1 Violation Ticket UNLICENSED

50.00% # of Reports: 3 Violation Ticket UHRRR 72(1) - FAIL TO STOP SCHOOL BUS FLASHING RED LAMPS

Grand Total: 100.00% Total # of Incident Types Reported: 6 Total # of Reports: 6

Grand Total: 100.00% Total # of Incident Types Reported: 84

MEETING DATE: December 10, 2024

PREPARED BY: Jolene Tejkl, Planning & Development Manager

SUBJECT: **Development & Building Monthly Report – November 2024**

BACKGROUND

Attached is the November 2024 Development & Building Permit Report and Comparison for 2022-2024 year to date. We also have shown the comparison for the year-to-date figures for 2023 on the comparison report.

For Council's information, the "other" category captures the following types of residential permits:

- Shed,
- Garage & deck. On occasion both a garage and deck will be applied for under the same development permit and when that happens, it will be captured as "other"),
- Hot tub,
- Ensuite addition to Master Bedroom. This type of development is not appropriate to capture under "addition" because it does not entail a structural alteration as it's changing the interior of the home,
- Shed & deck. Occasionally these two developments will be applied for under the same development permit. When that happens, it will fall under "other", and
- Grading permits.

ATTACHMENTS

- *November 2024 Development/Building Permit Report*
- *2022 – 2024 Development/Building Comparison Report*

APPROVALS



Kim Isaak,
Chief Administrative Officer



Department Director/Author

File No.	Civic	District	Development	Decision (otherwise pending)	Date of Decision
332-24	93 Arrowwood Close	R-1L	Home Business	approved	8-Nov-24
333-24	6017 Parkwood Road (Unit 305A)	C-2	Interior Tenant Improvements		
334-24	5465 Vista Trail	R-4	Townhouses	approved	26-Nov-24
334-24 Unit 13	5465 Vista Trail	R-4	Townhouses	approved	26-Nov-24
334-24 Unit 14	5465 Vista Trail	R-4	Townhouses	approved	26-Nov-24
334-24 Unit 15	5465 Vista Trail	R-4	Townhouses	approved	26-Nov-24
334-24 Unit 16	5465 Vista Trail	R-4	Townhouses	approved	26-Nov-24
334-24 Unit 17	5465 Vista Trail	R-4	Townhouses	approved	26-Nov-24
335-24	5465 Vista Trail	R-4	Townhouses	approved	26-Nov-24
335-24 Unit 67	5465 Vista Trail	R-4	Townhouses	approved	26-Nov-24
335-24 Unit 68	5465 Vista Trail	R-4	Townhouses	approved	26-Nov-24
335-24 Unit 69	5465 Vista Trail	R-4	Townhouses	approved	26-Nov-24
335-24 Unit 70	5465 Vista Trail	R-4	Townhouses	approved	26-Nov-24
335-24 Unit 71	5465 Vista Trail	R-4	Townhouses	approved	26-Nov-24
335-24 Unit 72	5465 Vista Trail	R-4	Townhouses	approved	26-Nov-24
335-24 Unit 73	5465 Vista Trail	R-4	Townhouses	approved	26-Nov-24
335-24 Unit 74	5465 Vista Trail	R-4	Townhouses	approved	26-Nov-24
336-24	5465 Vista Trail	R-4	Townhouses	approved	
336-24 Unit 75	5465 Vista Trail	R-4	Townhouses		
336-24 Unit 76	5465 Vista Trail	R-4	Townhouses		
336-24 Unit 77	5465 Vista Trail	R-4	Townhouses		
336-24 Unit 78	5465 Vista Trail	R-4	Townhouses		
336-24 Unit 79	5465 Vista Trail	R-4	Townhouses		
336-24 Unit 80	5465 Vista Trail	R-4	Townhouses		
336-24 Unit 81	5465 Vista Trail	R-4	Townhouses		

337-24	5411 South Street	PF	Office Trailer (Accessory Use)	approved	26-Nov-24
338-24	2 Allard Avenue	R-1M	Basement Reno	approved	26-Nov-24
339-24	6017 Parkwood Road, Unit 100	C-2	Interior Tenant Improvements		
340-24	4500 Blackfalds Crossing Way, Unit 705	C-2	Sign		
341-24	26 Anna Close	DC-4	Townhouses		
342-24	22 Anna Close	DC-4	Townhouses		
343-24	18 Anna Close	DC-4	Townhouses		
344-24	14 Anna Close	DC-4	Townhouses		
345-24	10 Anna Close	DC-4	Townhouses		
346-24	6 Anna Close	DC-4	Townhouses		
347-24	2 Anna Close	DC-4	Townhouses		
348-24	5 McKelvey Close	R-1L	Basement Reno		
349-24	4500 Blackfalds Crossing Way	C-2	Sign		
350-24	49 Pinnacle Close	R-2	Duplexes		
351-24	53 Pinnacle Close	R-2	Duplexes		

	2022		2023		2024		November	
	Number of Permits	Dollar Value	Number of Permits	Dollar Value	Number of Permits	Dollar Value	Number of Permits	11
								Dollar Value
Residential								
SFD	21	\$ 6,350,251.00	21	\$ 7,037,626.70	35	\$ 11,898,080	19	\$ 7,037,626.70
Duplexes	4	\$ 800,000.00	6	\$ 1,060,000.00	18	\$ 4,450,000	6	\$ 1,060,000.00
Manufactured Home	3	\$ 300,000.00	2	\$ 250,000.00	10	\$ 1,701,566	1	\$ 100,000.00
4-plex	0	\$ -	0	\$ -	0	\$ -	0	\$ -
8-plex	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Townhouses	16	\$ 3,413,600.00	11	\$ 1,790,000.00	161	\$ 27,870,735	11	\$ 1,790,000.00
Apartment	0	\$ -	0	\$ -	0	\$ -	0	\$ -
SFD w/Accessory suite	0	\$ -	0	\$ -	8	\$ 3,495,000.00	0	\$ -
Total Res. Dwellings	44	\$ 10,863,851	40	\$ 10,137,627	232	\$ 49,415,381	37	\$ 9,987,627
Garage	25	\$ 942,000.00	9	\$ 293,000.00	25	\$ 828,152.61	9	\$ 293,000.00
Deck	9	\$ 68,010.00	9	\$ 102,000.00	11	\$ 105,100	9	\$ 102,000.00
Basement Reno	56	\$ 1,057,050.00	40	\$ 865,700.00	49	\$ 1,304,000.00	38	\$ 805,700.00
Addition	1	\$ 200,000.00	0	\$ -	0	\$ -	0	\$ -
Accessory Suite	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Home Business	18	\$ -	21	\$ -	19	\$ -	21	\$ -
Other	43	\$ 582,057.73	44	\$ 1,232,115.84	64	\$ 20,252,262.11	39	\$ 268,557.00
Commercial	35	\$ 9,320,100.00	27	\$ 5,190,341.00	50	\$ 5,082,675.26	25	\$ 5,127,841.00
Industrial	3	\$ 12,093.75	4	\$ 200,000.00	5	\$ 2,504,073.00	4	\$ 200,000.00
Institutional	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Agricultural	0	\$ -	1	\$ -	0	\$ -	1	\$ -
Public Facility	6	\$ 1,548,421.00	4	\$ 192,300.00	13	\$ 38,047,650.00	4	\$ 192,300.00
Parks and Recreation	0		0		1	\$ 7,500.00		
TOTAL PERMITS	240	\$ 24,593,583.48	199	\$ 18,213,083.54	469	\$ 117,546,793.98	187	\$ 16,977,024.70
General Yearly Notes:		1 - 2,500,000 East Area Linear Wetland Ph. 2		1 - 2,500,000 Vista Trail Commercial		1-Multi Unit Dev. 100 Units - 5465 Vista Trail		
		1 - 5,500,000 Womacks/Gregg St. Alignment Project		1 - 1,000,000 Dental Office				



Lacombe Foundation Board Meeting
 Monday September 23, 2024 @ 1:00pm
 Zoom

MINUTES

Attendance:	Karin Engen	Town of Eckville
	Lenore Eastman	Town of Bentley
	Rob Fehr	Village of Alix
	Barb Shepherd	Lacombe County
	Tracy Hallman	Village of Clive
	Reuben Konnik	City of Lacombe
	Jamie Hoover	Town of Blackfalds
	Lacombe Foundation – Finance	Ann Hultink
	The Bethany Group	Carla Beck, Shannon Holtz, Melodie Stol (recorder)

1.	Call to Order The meeting was called to order at 1:03 pm by Board Chair Jamie Hoover.
2.	Approval of Agenda <i>B. Shepherd moved to accept the agenda as with the addition 6b. Blackfalds 55+ project discussion.</i> CARRIED
3.	Approval of Minutes <i>T. Hallman moved to approve the June 24, 2024 Regular Meeting Minutes as presented.</i> CARRIED
4.	Correspondence
a.	Eckville DSL funding advice
b.	ASCHA Lodge Review key messages
c.	Faith and Aging Conference
	<i>L. Eastman moved to accept the Correspondence as information.</i> CARRIED
5.	Reports
a.	Financial Reports Review of the financial statements and explanatory notes for the 8 months ending August 31, 2024 Revenue reflects Lacombe Lodge with improving vacancy. Investment income remains strong. Expenses reflect seasonal utility amounts and carbon taxes, and good to budget

		<p>on most other expenses.</p> <p>Affordable housing positive to budget with strong occupancy and quick turn around when units are vacated. Hot water tank replacement in maintenance expenses.</p> <p><i>R. Konnik moved to accept the financial reports as information. CARRIED</i></p>
	b.	<p>Occupancy Report to August 31, 2024</p> <p>Strong occupancy in Lacombe Lodge with additional move-ins in September and 77% occupancy in Eckville. Wait list growing for affordable housing.</p> <p>Chair Hoover shared that a local builder/developer in Blackfalds is building new mixed market/affordable units with federal funding.</p> <p><i>K. Engen moved to accept the occupancy report as information. CARRIED</i></p>
	c.	<p>CAO Report</p> <p>LAP Grant review of the low-income threshold has resulted in a small increase in eligible residents.</p> <p>A listening session with the ADM of Seniors D. Mackie was held in Eckville in July.</p> <p>Budget planning meetings with finance and managers are occurring.</p> <p>AHS DSL funding advice, the board notes that while the DSL funding has increased, it is not as high as inflation rate.</p> <p>Capital window replacement in Lacombe completed.</p> <p>Lodge events this summer include ice cream socials, bbqs and the Eckville garage sale.</p> <p>Staffing- trying to set bargaining dates and new asst manager is in place in Eckville.</p> <p>QI project update admission and welcome, advocacy update and ASCHA regional meeting information.</p> <p><i>K. Engen moved to accept the CAO report as information. CARRIED</i></p>
6.	New Business	
	a.	<p>2024 Advocacy points</p> <p>In advance of the municipal conventions, discussion points have been prepared.</p> <p><i>B. Shepherd moved to accept the Advocacy points as information. CARRIED</i></p>
	b.	<p>Blackfalds 55+ Housing Project</p> <p>Reviewed the history and current status of the housing project proposal for Blackfalds. Updated notes to Jamie by mid-October for his meeting with Minister Nixon October 29.</p>
7.	Previous Business	
	a.	<p>Lacombe Lodge Redevelopment Update</p> <p>The City of Lacombe has engaged Alberta Counsel to assist with advancing the project and grant applications. Carla and Melodie met with the financial lead and the policy analyst, their feeling was a grant should be applied for and then can address</p>



	<p>issues/focus advocacy if the answer is no. Would be a cost to get updated construction costing.</p> <p>Discussion on the options for application, planning.</p> <p>Graham Capital has been contracted by the Bethany Group to advance project planning in their overall portfolio, including Lacombe Lodge.</p>
8.	<p>Next Meeting Date</p> <p>The next meeting will be held on Monday November 25, 2024 at 1:00 pm at the Lacombe Memorial Centre.</p>
9.	<p>Adjournment</p> <p>The September 23, 2024 Lacombe Foundation meeting was declared adjourned at 2:05 pm.</p>

Jamie Hoover, Board Chair
Lacombe Foundation

Carla Beck, CEO or Shannon Holtz, Director
The Bethany Group

November 25, 24.

Date

November 25, 2024

Date



City of Lacombe

COUNCIL HIGHLIGHTS

November 25th, 2024

Regular Meeting of Council

2. Review of Agenda

2.1 Consent Agenda

- Council approved the Film Policy 11/016.01 2024PO as presented.
- Council gave first reading to Bylaw 400.65, as presented and scheduled a public hearing for Bylaw 400.65 for Monday, January 13th, 2025, at 6:00 p.m.
- Council gave first reading to Bylaw 400.66 as presented and scheduled a public hearing for Bylaw 400.66 for Monday, January 13th, 2025, at 6:00 p.m.
- Council gave first reading to Bylaw 450.3.

4. Presentations

4.1 United Church - Request Memorandum of Understanding

Reverend Cecile Fausak, St. Andrew's United Church Green Team Lead, and Donnie Tafts, St. Andrew's United Church Green Team Grant Writer, presented a request for a memorandum of understanding.

Council endorsed the drafting of a memorandum of understanding to support the United Church's donation of trees and bring back a Request for Decision at a future meeting to consider approval of the project.

6. Requests for Decision

6.1 2024 – Quarter 3 Variance Report

The Quarter Three (Q3) variance report compares the year-to-date budget to the actual revenue and expenses for the first nine months of 2024. The annual budget is allocated annually based on the expected timing of payments. For instance, personnel costs are distributed evenly over the 12 months of the year, even though seasonal staff only work during the summer. Debentures and school requisitions are paid four times yearly, so the budget is allocated quarterly to help reduce variances.

Overall year-to-date revenue from January to September 30th, 2024, is 1.80% or approximately \$772K higher than the Q3 budgeted amount. The year-to-date expenses are under budget by \$2.0M, with \$1.4M of this variance explained by a timing difference for the 3rd quarter school requisition.

As of the end of the third quarter of 2024, the City is in a positive financial position, primarily because of timing differences. The surplus revenue from the LGFF grant, penalties, interest, and rebates will contribute to a year-end surplus.

Council acknowledged receipt of the 2024 Quarter 3 Financial Report.

6.2 Service Level Agreement between the LPS and City of Lacombe

The City of Lacombe and the Lacombe Police Service (LPS) have entered into an agreement outlining each party's obligations to the other. The services are currently being provided; however, this agreement formalizes the roles each entity will commit to the other. The agreement lists in detail the division responsible and the general service provided.

The City will provide LPS with the following:

- HR
- Payroll
- Data and Technology (IT)
- GIS
- Records management
- Financial
- Building maintenance
- Fleet management

LPS will provide the City with the following services:

- Support in Bylaw enforcement
- Communication dispatch support
- Court liaison support
- Event planning assistance
- Traffic and road analysis
- Emergency management

Each department will account for the goods and services they utilize; however, an administration fee is applied to the Lacombe Police Department for the City services. The administration fee allows unrestricted use of City services and does not require staff to track their time.

Council acknowledged receipt of this 'Lacombe Police Services & City of Lacombe Service Level Agreement' report.

8. In Camera

8.3 Land (FOIP Section 16)

Council approved the offer to purchase the property located at 7114 52nd Street with the terms substantially as presented in camera for item 8.3 of the November 25th, 2024 Council Agenda.

****The next scheduled Council Meetings:***

- Monday, December 9th, 2024 – Regular Council Meeting at 5:30 p.m. – City Hall***
- Monday, December 16th, 2024 – Committee of the Whole Meeting at 5:30 p.m. – City Hall***
- Monday, January 13th, 2024 – Regular Council Meeting at 5:30 p.m. – City Hall***



HIGHLIGHTS OF THE REGULAR COUNCIL MEETING November 28, 2024

PUBLIC HEARING FOR BYLAW 1421/24 REQUEST FOR CLOSURE AND SALE OF STATUTORY ROAD ALLOWANCE

A public hearing was held for Bylaw No. 1421/24 pertaining to a request by Carter and Brooklynn Ebenal to close a portion of an undeveloped road allowance (+/- 1.89 acres) for consolidation with Lot 2 Block 1 Plan 1021255 (Pt. NE-19-38-24-W4M).

Bylaw No. 1421/24 received second reading, was read a third time, and so passed by Council. The bylaw will be forwarded to Alberta Transportation for final approval.

HIGHWAY 12/21 REGIONAL WATER SERVICES COMMISSION 2025 OPERATING BUDGET

Council received the Highway 12/21 Regional Water Services Commission 2025 Operating budget for information. A letter will be forwarded to the Commission stating that Lacombe County has no comments or questions regarding the proposed budget.

SYLVAN LAKE REGIONAL WATER/WASTEWATER COMMISSION 2025 OPERATING & CAPITAL BUDGETS AND 3-YEAR OPERATING PLAN

Council received the Sylvan Lake Regional Water/Wastewater Commission 2025 operating and capital budgets and the three-year operating plan for information. A letter will be forwarded to the Commission stating that Lacombe County has no comments or questions regarding the proposed budgets.

BASHAW WELLNESS TEAM REQUEST FOR LETTER OF SUPPORT

Council endorsed a letter of support for the Bashaw Wellness Team in their expression of interest for the Municipality Supported Clinics Grant Program and the Rural Team Recruitment Grant Program.

2024 PROPERTY TAX PENALTY CANCELLATION REQUEST

A motion that Lacombe County cancel \$152.82 of the 2024 tax penalty levied on tax account no. 3826134002, did not receive Council approval.

FIRE DEPARTMENT RESPONSE INVOICE RELIEF REQUEST

A motion to approve the request from Brandon Williams for a reduction of fees for the Lacombe and Bentley Fire Department's responses to the July 22, 2024 fire on his property at NE-5-41-26 W4M, as set out in Lacombe County invoice number IVC00045459, did not receive Council approval.

TOWN OF SYLVAN LAKE REQUEST FOR LETTER OF SUPPORT

Council endorsed a letter of support for the Town of Sylvan Lake in their application for funding through the Local Growth and Sustainability Grant (LGSG) program for the Sustainable Water Resource Project.



WHERE PEOPLE ARE THE KEY

POLICY RC(10) TOURISM AND HISTORICAL FACILITIES FUNDING APPLICATIONS

Council approved 2025 funding applications for Policy RC(10) Operating Support of Historical, Cultural, Tourism, and Visitor Information Facilities and Services, as follows:

- \$17,504.85 for Mirror and District Museum Association
- \$4000 for Alix Wagon Wheel Museum
- \$10,000 for Bentley Museum Society
- \$0.00 for Blackfalds & Area Historical Society
- \$2,333.98 for Eckville and District Historical Society
- \$42,510.47 for Lacombe and District Historical Society
- \$61,800 for Lacombe Regional Tourism & Marketing Association

SCHOOL RESOURCE OFFICER PROGRAM

Council was provided with a presentation on the recent activities and initiatives of the School Resource Officer program and an overview of the School Resource Officer 2023-2024 Annual Report.

TOWN OF BENTLEY POLICY RC(1) FUNDING REQUEST

Council received a presentation by the Town of Bentley regarding a request for Policy RC(1) funding for arena slab upgrades. The County Manager was directed to prepare and report and recommendation regarding this funding request for consideration at a future Council meeting.

LACOMBE REGIONAL TOURISM

Council was provided with a presentation highlighting the services and operations of Lacombe Regional Tourism.

Next Regular Council Meeting is
December 12, 2024 – 9:00 a.m.

Next Committee of the Whole Meeting is
December 3, 2024 – 9:00 a.m.

Lacombe County Administration Building

****For more details from Lacombe County Council meetings, please refer to the meeting minutes. All meeting minutes are posted on the website (www.lacombecounty.com) after approval.**

Subject: Happy Holidays from Wolf Creek Public Schools

From: Dawn Bleskie <dawn.bleskie@wolfcreek.ab.ca>
Sent: December 4, 2024 3:53 PM
To: Dawn Bleskie <dawn.bleskie@wolfcreek.ab.ca>
Cc: WC Trustees <wctrustees-ml@wolfcreek.ab.ca>
Subject: Happy Holidays from Wolf Creek Public Schools

*Sending you the warmest of wishes for a season
filled with love, laughter, family, and friends.
Happy Holidays and Happy New Year!*

From:
The Wolf Creek Board of Trustees and Superintendents' Team



MEETING DATE: December 10, 2024
PRESENTED BY: Sunny Gill, Account Executive
SUBJECT: **Enterprise Fleet Management**

BACKGROUND

Sunny Gill, representing Enterprise Fleet Management, will provide a presentation of services and resources offered to municipalities as well as a customized roadmap for Blackfalds.

ATTACHMENTS

- *Enterprise Fleet Management Presentation – Blackfalds*

APPROVALS



Kim Isaak,
Chief Administrative Officer



NEW VEHICLES.
UNDER BUDGET.



AGENDA

- **Why Enterprise?**
- **Reasons to Partner**
- **Total Cost of Ownership**
- **10-Year Model**
- **The Enterprise Difference**

COMPREHENSIVE OFFERING, SO YOU CAN FOCUS ON YOUR OBJECTIVES

Customized to best fit the needs of your business.



BUSINESS PARTNERS





KEY OBJECTIVES

Reasons to Partner

- ✓ **Financial Benefits vs. Current Strategy**
- ✓ **Proactive Fleet Management**
- ✓ **Relieve Administrative Burden**

Reasons to Partner

- ❑ Financial Benefits vs. Current Strategy

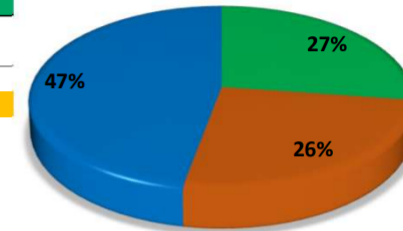


Fleet Analysis

Town of Blackfalds - Fleet Planning Analysis

Current Fleet	25	Fleet Growth	-0.91%	Proposed Fleet	24
Current Cycle	16.67	Annual KM	6,900	Proposed Cycle	3.08
Current Maint.	\$125.34			Proposed Maint.	\$62.87
Maint. Cents Per KM	\$0.22	Current L/100KM	15	Price/Liter	\$1.54

Fleet Costs Analysis



Fiscal Year	Fleet Mix			Fleet Cost							Annual	
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
Average	25	1.5	25	0	68,874	0			37,602	39,848	146,324	0
'25	24	13	11	13	0	154,730	-88,052		26,352	34,109	127,139	19,185
'26	24	3	8	16	0	184,667	-47,720		24,103	33,153	194,203	-47,879
'27	24	3	5	19	0	214,604	-55,753	-266,195	21,854	32,197	-53,292	199,616
'28	24	16	2	22	0	270,544	-65,185	-55,487	19,605	31,240	200,717	-54,393
'29	24	5	0	24	0	270,544	-49,915	-55,487	18,105	30,603	213,850	-67,526
'30	24	3	0	24	0	270,544		-303,186	18,105	30,603	16,066	130,257
'31	24	15	0	24	0	270,544		-94,724	18,105	30,603	224,528	-78,205
'32	24	5	0	24	0	270,544		-73,487	18,105	30,603	245,765	-99,441
'33	24	4	0	24	0	270,544		-303,186	18,105	30,603	16,066	130,257
'34	24	15	0	24	0	270,544		-94,724	18,105	30,603	224,528	-78,205

10 Year Savings	\$53,666	Avg. Sustainable Savings	\$933
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Current Fleet Equity Analysis

YEAR	2025	2026	2027	2028	2029	Under-Utilized
QTY	13	3	3	3	2	1
Est \$	\$6,658	\$15,907	\$18,584	\$21,728	\$24,958	\$1,500
TOTAL	\$86,552	\$47,720	\$55,753	\$65,185	\$49,915	\$1,500
Estimated Current Fleet Equity**					\$306,625	

* Lease Rates are conservative estimates
 **Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection
 Lease Maintenance costs are exclusive of tires unless noted on the lease rate quote.

KEY OBJECTIVES

- Lower average age of the fleet**
56% of the current light and medium duty fleet is over 10 years old
Resale of the aging fleet is significantly reduced
- Reduce operating costs**
Newer vehicles have a significantly lower maintenance expense
Newer vehicles have increased fuel efficiency with new technology implementations
- Maintain a manageable vehicle budget**
Challenged by inconsistent yearly budgets
Currently vehicle budget is underfunded

Reasons to Partner

- Financial Benefits vs. Current Strategy
- Proactive Fleet Management



Order Timing

- Order Timing to lower invoice cost and sell at the right time
- Replacement planning meeting every Spring
- Factory Order vs. Dealer Stock

Aftermarket Process

- Continue the current process in-house
OR
- Enterprise can manage the aftermarket process - straight pass-thru cost

Vehicle Price Increases Within Model Years

Throughout the model year, invoice prices can increase up to four times.



REMARKETING

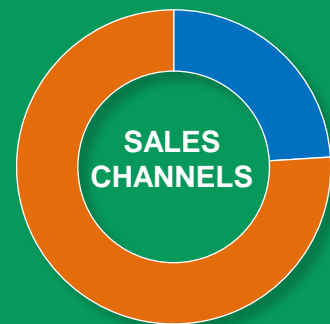
700 DEDICATED
REMARKETING EMPLOYEES



150 REMARKETING
LOTS IN NORTH AMERICA

IN 2024, ENTERPRISE
SOLD OVER
1,100,000
VEHICLES.

COMMERCIAL SALES
EXCEEDED AT AN
AVERAGE OF
110%
of
BLACK BOOK (CVI).



■ AUCTION **15%**
■ DIRECT
TO
DEALER **85%**

19,000+
UNIQUE BUYERS



Reasons to Partner

- Financial Benefits vs. Current Strategy
- Proactive Fleet Management
- Relieve Administrative Burden



Full Maintenance

- Fixed monthly rate
- Simple process for all parties
- Includes: 24/7 Roadside, all major and minor repairs

Maintenance Management

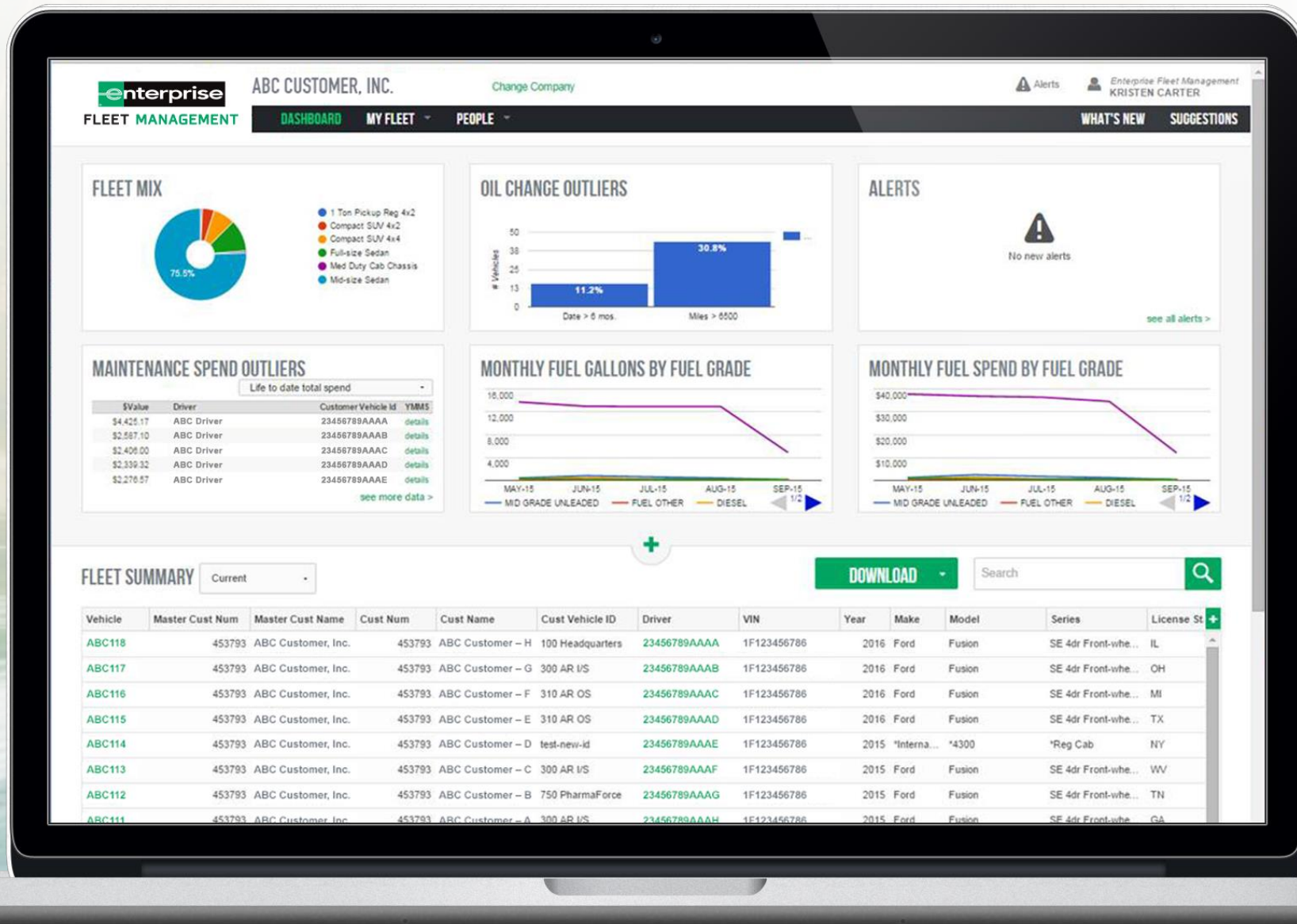
- “Bridge” program for currently owned fleet vehicles
- Seamless experience for field drivers
- All maintenance expenses accounted for on one monthly invoice

Enterprise National Service Department

- 170 Employees with over 1,300 total accredited certifications
- 460,000+ vehicles under management on this program
- \$39.2 million in customer savings in FY2019
- \$5.1 million in post warranty/goodwill refunded to our customers in FY2019



TOOLS & TECHNOLOGY – CUSTOMER WEBSITE



Reasons to Partner

- ✓ Financial Benefits vs. Current Strategy
- ✓ Proactive Fleet Management
- ✓ Relieve Administrative Burden



Sunny Gill
Account Executive
780-965-0660
Sunny.gill@efleets.com

MEETING DATE: December 10, 2024

PREPARED BY: Justin de Bresser, Director of Corporate Services

PRESENTED BY: Justin de Bresser, Director of Corporate Services

SUBJECT: **Enterprise Fleet Management Equity Lease**

BACKGROUND

Enterprise Fleet Management (“**EFM**”) buys thousands of vehicles annually and leases them to not-for-profit and major government entities under a Master Agreement negotiated by the Rural Municipalities Association and the Canoe Procurement Group of Canada. As a member of Canoe, the Town has access to pre-negotiated and competitive rates outlined in the Canoe Master Contract. Administration has been working with Enterprise Fleet Management over the past 3 months to determine if the product suits the Town and our current fleet.

It was determined that cost savings would be achieved through this project, as well as additional enhancements to fleet management (regular service with preventive maintenance records and real-time data).

Enterprise Fleet Management representatives will be at tonight’s meeting to facilitate any further questions that the Council may have about this program.

DISCUSSION

Current Model

The Town’s current fleet plan calls for the purchase of certain vehicles over the next five years. Generally, the Town buys a new vehicle and holds it for 10 to 12 years or until repairs outweigh the value of the vehicle, whichever comes first. A competitive quote process is required for each vehicle that the Town purchases.

The Town provided EFM with its fleet profile, including historical maintenance and fuel costs. EFM’s analysis shows that converting the Town’s full fleet to an equity lease model will save the Town \$54,000 over the 10 years. This is a conservative estimate.

EFM achieves savings for the Town through the following:

- Reselling vehicles every 3 years while the resale value remains high.
- Fixed maintenance expenses built into the leased asset.
- Fuel efficiency in a younger fleet with Current Technology.
- Sells underutilized vehicles that accumulate low km/year and replaced them with short-term rentals to meet the Town’s summer vehicle needs.

It must be noted that vehicles with specialized equipment will not be turned over every 3 years due to the nature and cost of the outfitting. Generally, the Town will hold these vehicles for up to 8 years. These vehicles include Fire Brush Trucks, Municipal Enforcement, etc.

Dedicated Fleet Management

If the program is approved, EFM will provide a dedicated, local account team to support the Town in assessing vehicles that provide the best operation value for the lowest cost. EFM's services include assessing cost-effective vehicle makes/models for the Town operations, cost per km, the total cost of ownership, and replacement analysis. EFM will meet with the Town quarterly for financial and strategic planning.

FINANCIAL IMPLICATIONS

\$175K for the 1 Ton fire Brush truck is allocated in the 2025 Capital Budget. Administration recommends approving an additional \$25K for a total of \$200K for the rollout of the enterprise fleet management program. The 1 Ton Brush truck will be included in the EFM system. Short-term rentals of Summer units are also included in the amount listed above. Additional long-term savings will be achieved by not requiring the Mechanic position. Finance will also monitor the yearly repairs and maintenance budgets to capitalize on potential reductions in future years.


ADMINISTRATIVE RECOMMENDATION

That Council consider the following motion:

1. That Council approve the Town to enter the Enterprise Fleet Management Equity Lease Program.

ALTERNATIVES

- a) That Council refer the Enterprise Fleet Management Equity Lease back to Administration for more information.

APPROVALS

Kim Isaak,
Chief Administrative Officer



Department Director/Author

MEETING DATE: December 10, 2024
PREPARED BY: Peter McGee, Economic Development Officer
PRESENTED BY: Peter McGee, Economic Development Officer
SUBJECT: **Highway 2a Tourism Corridor**

BACKGROUND

Based on Blackfalds Economic Development and Tourism Strategy's pillars of; Tourism, Business Support and Attraction, and Place Making, Blackfalds is looking to increase its tourism services and opportunities by creating more traffic on Highway 2a. An opportunity to partner and build on the successes of neighbouring communities with existing mural programs has become apparent and could act as an attractant to bring travellers off QE2 and on to 2a.

BUSINESS

Both The City of Red Deer and the City of Lacombe have extensive mural inventories throughout their communities (mostly clustered in their Downtowns). Red Deer installed over 30 murals throughout the city and Lacombe has over 20 professional murals and boasts being "Alberta's mural capital". Both communities recognize the benefits of murals, showcasing community history and character, reduction in graffiti and vandalism, increase in pedestrians and visitors, increase in social media mentions and impressions, plus many other benefits. Blackfalds being centred directly between these two communities provides a unique opportunity to partner with these neighbours to create a significant draw off the QE2, "The Mural Corridor of Western Canada".

Tourism corridors are a useful tool used to bring clusters of tourism assets together and package them in ways that increases the impact. The draw and attraction of the cluster is more attractive to visitors than each individual attraction could achieve on their own. Corridors have the potential to offer a range of attractions and experiences that are connected by a scenic and convenient route, making them popular amongst visitors who want to explore multiple destinations in a single journey, ultimately benefitting local communities. Highway 2a and the numerous current and future murals can provide a perfect corridor to motivate individuals to turn off the QE2 and travel through Lacombe, Blackfalds and Red Deer.

The QE2 runs directly to the west of Blackfalds and has an annual average daily traffic flow of approximately 40,000 vehicles. Of those 40,000 vehicles, over 83% are recorded as recreational or passenger vehicles. A total of just over 30,000 vehicles on the QE2 every day that may hold people looking for an alternate route. If 10% of those recreational and passenger vehicles could be motivated by the mural corridor to turn on to Highway 2a this would increase the traffic, and potential customers, on the road by 3000 vehicles per day. An increase of 26%! If 10% of the 3000 stopped in Blackfalds and spent \$5, we would see an increase in spending by approximately \$500,000/year. Are these figures achievable? Are these figures enough to attract new businesses to Blackfalds? Enough to have our existing businesses expand and grow?

This report was brought before the Economic Development & Tourism Advisory Committee on November 4, 2024, where the Committee made the following recommendation:

The Economic Development & Tourism Advisory Committee (EDTAC) recommended that EDO McGee bring forward the Highway 2a Tourism Corridor to a future Regular Council Meeting for Council's consideration of endorsement. EDTAC is requesting direction from Council to pursue this initiative.

FINANCIAL IMPLICATIONS

At the November 26th Regular Council Meeting, Council approved the 2025 Operating Budget, which includes \$15,000 - \$25,000 in the Economic Development budget.

ADMINISTRATIVE RECOMMENDATION

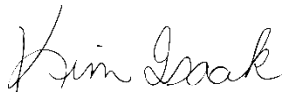
That Council consider the following motion:

1. That Council endorse the Highway 2a Tourism Corridor and direct Administration to pursue this initiative.

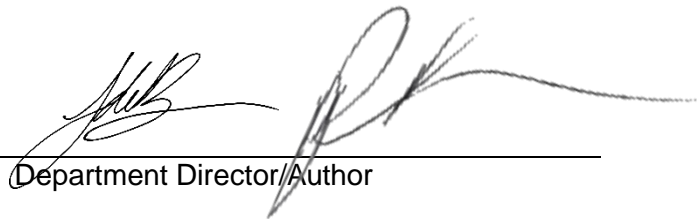
ATTACHMENTS

- *Tourism Corridor Presentation*

APPROVALS



Kim Isaak,
Chief Administrative Officer



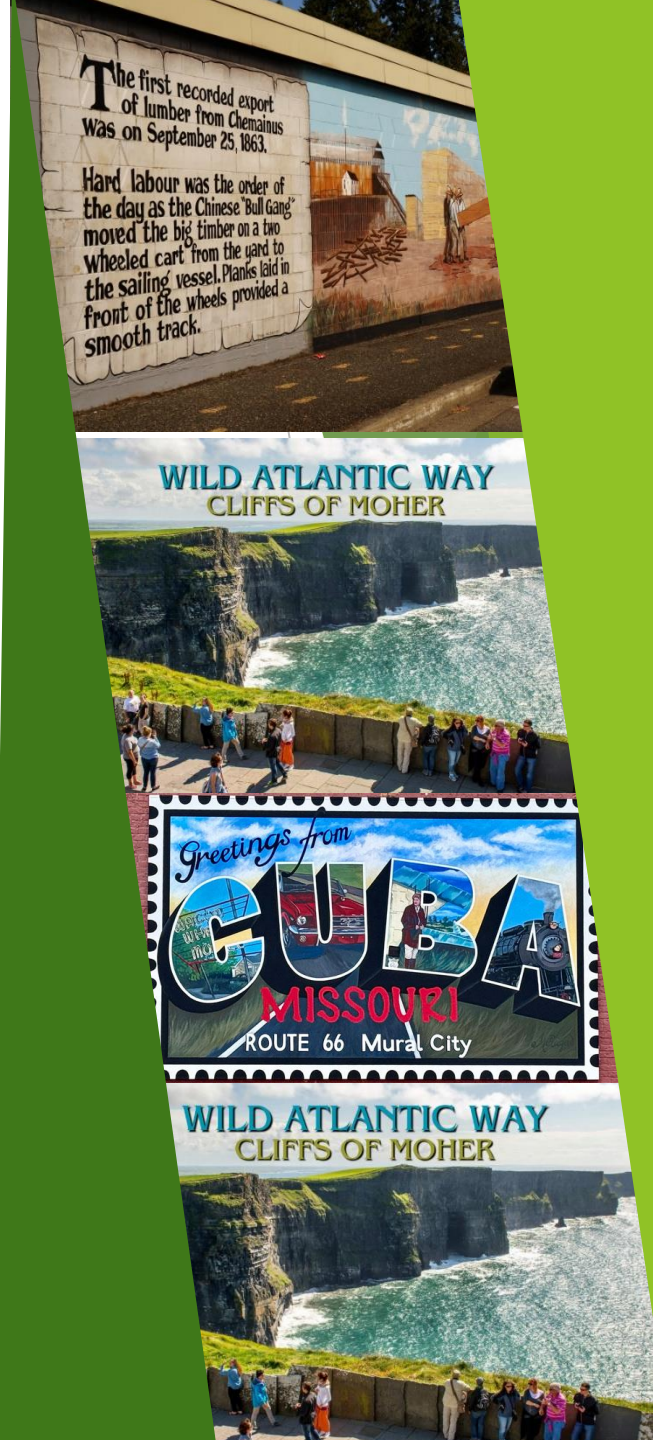
Department Director/Author

Welcome!

Mural Corridor Presentation

By Peter McGee
Economic Development Officer
Town of Blackfalds

BLACKFALDS
ALBERTA



100,000+ New Visitors Annually

1. Tourism is the purest form of Economic Development. Money made elsewhere is spent here!

2. Tourism has the potential to strengthen the economy, amplify culture, enhance the environment, and foster innovation.



The Opportunity

- ▶ Busiest Highways in Alberta
- ▶ Approximately 40,000 vehicles daily
- ▶ 83% recreation/passenger vehicles = approx. 30,000



**WHAT
IF?
10%**

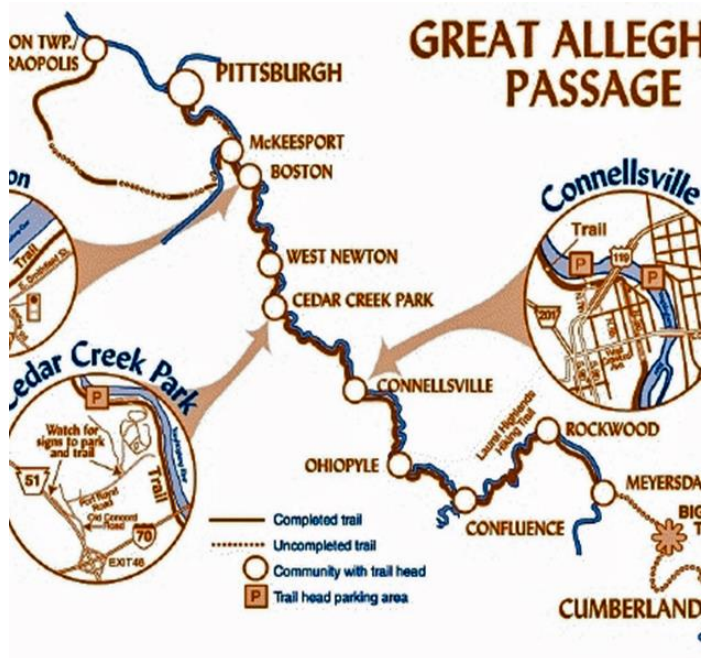


Red Deer to Lacombe Tourism Corridor



What are Tourism Corridors?

Benefits of Tourism Corridors – Great Allegheny Passage (GAP)

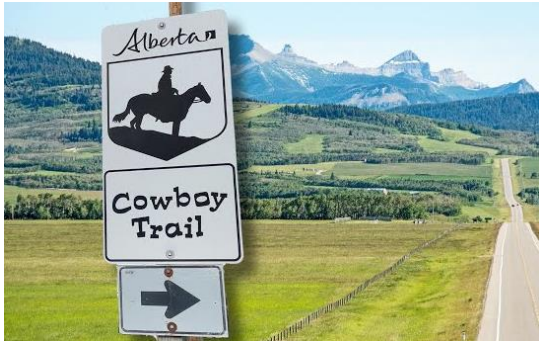


- ✓ The Great Allegheny Passage (240km trail between Maryland and Pennsylvania)
 - ✓ \$19 million in tax revenue
 - ✓ \$80 million investment now generates \$121 million
 - ✓ Supports 1,393 jobs
 - ✓ 30.4% of the total day users spend \$90/day in restaurants
 - ✓ 44.3% of surveyed businesses started because of the trail

Benefits of Tourism Corridors – Wild Atlantic Way

- ▶ Wild Atlantic Way (2500km through 9 countries in Ireland)
- ▶ Tourists increased 29%
- ▶ Tourist spending increased 59%
- ▶ Jobs increased about 140%
- ▶ 400 new experiences were created on the trail
- ▶ First 5 years over 70 million in sustainable development





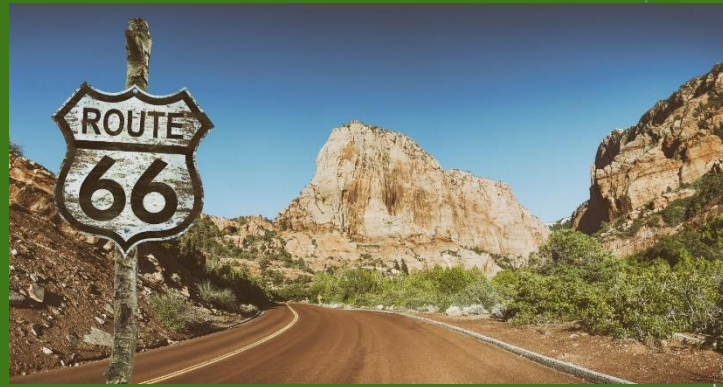
Other Canadian Corridors

- ▶ Apple Pie Trail – Ontario
- ▶ Niagara Wine Route – Ontario
- ▶ Cowboy Trail – Alberta
- ▶ Hot Springs Tour – British Columbia
- ▶ Powder Highway – British Columbia

The background image shows a wall in a state of significant decay. The paint is heavily peeling, revealing layers of blue, yellow, and brown. A large, dark mural of a figure, possibly a religious or historical figure, is partially visible through the peeling paint. The figure appears to be wearing a long, flowing robe. The overall scene is one of neglect and abandonment. Overlaid on the right side of the image is a large, semi-transparent green geometric shape, possibly a stylized letter or a decorative element, which adds a modern, graphic touch to the otherwise aged and textured background.

Why Murals?

Cuba Missouri



1984 - Economic Perfect Storm



1989 - An Economic Miracle!



Viva Cuba - Created 12 murals on American Transportation by 2007



Attracts 10,000 visitors annually

Chemainus, British Columbia



1981 - Murals started, now over 60 exist



400,000 annual visitors



8 - 10 busses a day during the summer



40 new businesses, including successful
dinner theatre

What's next?

**The Mural
Corridor of
Western
Canada!**

Questions?

BLACKFALDS
ALBERTA

MEETING DATE: December 10, 2024

PREPARED BY: Justin de Bresser, Director of Corporate Services

PRESENTED BY: Justin de Bresser, Director of Corporate Services

SUBJECT: **Bylaw 1319.24 - Affordable Housing Taxation Bylaw**

BACKGROUND

Bill 20, the *Municipal Affairs Statutes Amendment Act*, was passed in May 2024 and received proclamation in October. One of the many changes brought about by this legislation is the full exemption of non-profit subsidized affordable housing from property taxation, starting in the 2025 tax year.

At the November 12, 2024, Regular Council meeting, Council made the following motion:

345/26 That Council directs Administration to bring forward a bylaw to reinstate the Municipal portion of the property tax on the affordable housing units within Blackfalds.

CARRIED UNANIMOUSLY

At the November 26, 2024, Regular Council meeting Council made the following motion:

365/24 That Council give First Reading to Bylaw 1319.24 – Affordable Housing Taxation Bylaw, as presented.

CARRIED UNANIMOUSLY

DISCUSSION

The *Alberta Housing Act* defines “affordable housing accommodation” as “a housing accommodation designated by the Minister of Seniors, Community and Social Services as an affordable housing accommodation.” Any residences that are designated by the Minister of Seniors, Community and Social Services as “affordable housing accommodations” will automatically be exempt from municipal taxation. [Ministerial Order 2024-11](#) further requires that to be designated as “affordable housing”, a housing accommodation must:

- Be subject to an agreement between the owner or operator of the housing accommodation and the Government of Canada, Province of Alberta, or a municipality;
- Have rental rates which are below market rates; and
- Be owned or operated by a not-for-profit organization.

A Municipal Council will be enabled, by bylaw, to make affordable housing accommodations subject to municipal property taxes. However, the property will remain exempt from paying provincial requisitions regardless of whether Council passes a bylaw to make the property subject to municipal taxation.

The Town of Blackfalds has 20 units that meet this definition within the Lacombe Foundation / Bethany Group. Administration received a letter from the Lacombe Foundation last month requesting that Council consider leaving the full property tax exemption in place.

Property taxation is a method of financing public services such as recreation facilities, roads, snow removal, parks, and playgrounds, among others.

At the last Council meeting, a question was raised about whether the Seniors Foundation Requisition would still apply. Administration contacted Municipal Affairs and confirmed that all requisitions are exempt. This includes the Seniors Foundation as well as the Alberta School Education Taxes.

FINANCIAL IMPLICATIONS

The 20 units within the Municipality have an average property tax of \$2,788 or \$55,157 total. As stated above, regardless of whether the Town wants to bring forward a bylaw, the Alberta School Education Taxes portion will be exempt. Saving the Lacombe Foundation / Bethany Group on average \$667 per unit or \$13,340 total.

Average Municipal Property Tax for the affordable units within Blackfalds

Municipal	\$2,120
Lacombe Foundation	\$ 18 (Exempt)
Alberta Education	<u>\$ 649 (Exempt)</u>
Total	\$2,788

ADMINISTRATIVE RECOMMENDATION

That Council consider the following motion:

1. That Council give Second Reading to Bylaw 1319.24 - Affordable Housing Taxation Bylaw, as presented.
2. That Council give Third Reading to Bylaw 1319.24 - Affordable Housing Taxation Bylaw, as presented.

ALTERNATIVES

- a) That Council refer Bylaw 1319.24 - Affordable Housing Taxation Bylaw back to Administration.

ATTACHMENTS

- *Bylaw 1319.24 – Affordable Housing Taxation Bylaw*

APPROVALS



Kim Isaak,
Chief Administrative Officer



Department Director/Author

BEING A BYLAW OF THE TOWN OF BLACKFALDS IN THE PROVINCE OF ALBERTA TO PROVIDE FOR MAKING SPECIFIC PROPERTIES SUBJECT TO TAXATION IN ACCORDANCE WITH THE *MUNICIPAL GOVERNMENT ACT*.

A Bylaw of the Town of Blackfalds, in the Province of Alberta, pursuant to the provisions of the *Municipal Government Act*, being Chapter M 26.1 of the Revised Statutes of Alberta, 2000 and amendments thereto, for the purpose of imposing municipal property taxes on the Affordable Housing units within the Town of Blackfalds.

WHEREAS, pursuant to *Municipal Government Act*, RSA 2000, Chapter M-26 and amendments thereto, a municipality may, by Bylaw, make any property referred to in subsection (1) (d) subject to taxation other than for the purpose of raising revenue to pay requisition under Section 236 of the *Municipal Government Act*.

NOW THEREFORE, pursuant to Section 363 (2) of the *Municipal Government Act*, the Council of the Town of Blackfalds, in the Province of Alberta, enacts as follows:

PART 1 – TITLE

- 1.1 That this Bylaw shall be cited as the “**Affordable Housing Taxation Bylaw**”.

PART 2 – DEFINITIONS

2.1 In this Bylaw:

- (a) “**Act**” means the *Municipal Government Act* R.S.A. 2000 c. M-26 and regulations made thereunder.
- (b) “**Affordable Housing**” means a housing accommodation designated by the Minister as an affordable housing accommodations under Section 31.1(1) of the *Alberta Affordable Housing Act*.
- (c) “**Chief Administrative Officer**” means that person appointed by Council to the position of Chief Administrative Officer pursuant to the Act.
- (d) “**Lacombe Foundation**” means the property taxes imposed under the annual property tax rate Bylaw to raise tax revenue for the Lacombe Foundation.

PART 3 – LEVY OF PROPERTY TAXATION

- 3.1 The Chief Administrative Officer is authorized and directed to impose and collect property tax on the Affordable Housing units within the Town of Blackfalds.
- 3.2 The Affordable Housing units will be subject to Lacombe Foundation Seniors requisition.

PART 4 - DATE OF FORCE

- 4.1 That this Bylaw shall come into effect, upon the date on which it is finally read and passed.

READ for the first time this 26th day of November 2024.

(RES. 365/24)

MAYOR JAMIE HOOVER

CAO KIM ISAAK

READ for the second time this _____ day of _____.

(RES.)

MAYOR JAMIE HOOVER

CAO KIM ISAAK

READ for the third time this _____ day of _____.

(RES.)

MAYOR JAMIE HOOVER

CAO KIM ISAAK

DRAFT

MEETING DATE: December 10, 2024
PREPARED BY: Rick Kreklewich, Director of Community Services
PRESENTED BY: Rick Kreklewich, Director of Community Services
SUBJECT: **Bylaw 1318.24 - Schedule "C" - Community Services Facilities Fee Schedule**

BACKGROUND

Each year, the Recreation, Culture and Parks Board ('RCP') reviews the rates and fees for recreation facilities and recommends changes for Council consideration. Last year, changes included increases to room rental rates and ball diamond/soccer pitch rates. Changes to the rates and fees for recreation facilities typically come into effect in January of the following year, with the exception of arena fees, which come into effect the following ice usage season (August). The rates and fees were discussed at the RCP Board Meeting on September 4, 2024, and October 2, 2024. First and Second Reading were given to Bylaw 1318.24 Schedule "C" – Community Services Facilities Fee Schedule at the November 26, 2024 Regular Council Meeting.

DISCUSSION

Administration has reviewed the rates and fees with the RCP Board. In the attached copy of the rates and fees, all proposed changes are shown in red. Changes include the removal of the Minor Baseball/Soccer Player Fee. Instead, our local non-profit minor sports associations playing on our ball diamonds and soccer pitches will be charged the local non-profit rates. These rates have been reduced slightly to make it more affordable for the local non-profit minor sports associations. An addition was made to the definition of local non-profit to include that a minimum of 80% of participants must reside in Blackfalds or Lacombe County. An increase is being proposed for the non-alcohol event damage deposit from \$100 to \$300. This would apply to all facilities except the Abbey, which will only apply to 2/3 Field House Gym and Full Field House Gym rentals.

FINANCIAL IMPLICATIONS

The proposed rates and fees will provide additional rental revenue to help offset the expenses of operating our recreation facilities.

ADMINISTRATIVE RECOMMENDATION

That Council consider the following motion:

1. That Council give Third Reading to Bylaw 1318.24 - Schedule "C" - Community Services Facilities Fee Schedule, as presented.

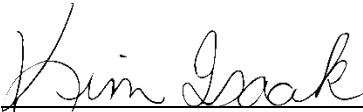
ALTERNATIVES

- a) That Council refer Bylaw 1318.24 - Schedule "C" - Community Services Facilities Fee Schedule back to Administration for more information or amendments.

ATTACHMENTS

- *Bylaw 1318.24 - Schedule "C" - Community Services Facilities Fee Schedule*
- [Bylaw 1053/07 - Rate Bylaw](#) (link)
- *Ball and Soccer Rate Comparisons with other Communities*

APPROVALS



Kim Isaak,
Chief Administrative Officer



Department Director/Author

BEING A BYLAW OF THE TOWN OF BLACKFALDS IN THE PROVINCE OF ALBERTA TO AMEND THE RATE BYLAW 1053/07 TO CHARGE FOR VARIOUS GOODS AND SERVICES PROVIDED BY THE TOWN OF BLACKFALDS

A Bylaw of the Town of Blackfalds, in the Province of Alberta, pursuant to the provisions of the Municipal Government Act being chapter M-26.1 of the Revised Statutes of Alberta 2000 and amendments thereto, to provide for amendments to Bylaw 1053/07, known as the Rate Bylaw of the Town of Blackfalds.

WHEREAS the Municipal Council deems it necessary and expedient to amend Bylaw 1053/07.

NOW THEREFORE, the Municipal Council of the Town of Blackfalds, in the Province of Alberta, duly assembled, enacts as follows:

THAT Bylaw 1053/07 - Schedule "C" – Community Services Facilities Fee Schedule is hereby amended by this Bylaw.

PART 1 - TITLE

1.1 That this Bylaw shall be cited as the "**Schedule "C" – Community Services Facilities Fee Schedule**".

1.2 That Appendix A, attached to this Bylaw, shall form part of this Bylaw.

PART 2 - REPEAL

2.1 That Bylaw 1293.23 is hereby repealed upon this Bylaw coming into effect.

PART 3 - DATE OF FORCE

3.1 That this Bylaw shall come into effect upon the date on which it is finally read and passed.

READ for the first time this 26th day of November 2024.

(RES. 363/24)

MAYOR JAMIE HOOVER

CAO KIM ISAAK

READ for the second time this 26th day of November 2024.

(RES. 364/24)

MAYOR JAMIE HOOVER

CAO KIM ISAAK

READ for the third time this ____ day of _____.

(RES.)

MAYOR JAMIE HOOVER

CAO KIM ISAAK

Bylaw 1318.24 - Schedule "C" - Community Services Facilities Fee Schedule Appendix A

FACILITY - COMMUNITY CENTRE	Local	Non-local	Local Non-Profit	Notes
Main Hall				
Hourly Rental Rate	\$ 65.00	\$ 78.00	\$ 39.00	\$20 more than the Banquet Rm. Day Rate = to 8 x hourly. Weekend Rate = 1.5 x day rate.
Daily Rental Rate	\$ 520.00	\$ 624.00	\$ 312.00	
Partial Weekend Rate	\$ 780.00	\$ 936.00	\$ 468.00	
Full Weekend Rate	\$ 910.00	\$ 1,092.00	\$ 546.00	
Multipurpose Room				
Hourly Rental Rate	\$ 45.00	\$ 54.00	\$ 27.00	Comparable to Banquet Room amount. Day Rate = to 8 x hourly. Weekend Rate = 1.5 x day rate.
Daily Rental Rate	\$ 360.00	\$ 432.00	\$ 216.00	
Partial Weekend Rate	\$ 540.00	\$ 648.00	\$ 324.00	
Full Weekend Rate	\$ 630.00	\$ 756.00	\$ 378.00	
Main Hall & Multipurpose Room				
Hourly Rental Rate	\$ 81.25	\$ 97.50	\$ 48.75	Hourly Rate, Daily Rate and Weekend Rate is 1.25 x Main Hall rates. Non-local = 1.2 x base rate, Local Non-profit = .6 x base rate.
Daily Rental Rate	\$ 650.00	\$ 780.00	\$ 390.00	
Partial Weekend Rate	\$ 975.00	\$ 1,170.00	\$ 585.00	
Full Weekend Rate	\$ 1,137.50	\$ 1,365.00	\$ 682.50	
Meeting Room 1				
Hourly Rental Rate	\$ 35.00	\$ 42.00	\$ 21.00	Comparable to Program Room, Performance Room and Fitness Studio 2
Daily Rental Rate	\$ 280.00	\$ 336.00	\$ 168.00	
Full Weekend Rate	\$ 560.00	\$ 672.00	\$ 336.00	

FACILITY - EAGLE BUILDERS CENTRE	Local	Non-local	Local Non-Profit	Notes
Banquet Room				
Hourly Rental Rate	\$ 45.00	\$ 54.00	\$ 27.00	Comparable to Multipurpose Room amount. Day Rate = to 8 x hourly. Weekend Rate = 1.5 x day rate.
Daily Rental Rate	\$ 360.00	\$ 432.00	\$ 216.00	
Partial Weekend Rate	\$ 540.00	\$ 648.00	\$ 324.00	
Full Weekend Rate	\$ 630.00	\$ 756.00	\$ 378.00	
Performance Room				
Hourly Rental Rate	\$ 35.00	\$ 42.00	\$ 21.00	Comparable to Program Room, Community Centre Meeting Room and Fitness Studio 2
Daily Rental Rate	\$ 280.00	\$ 336.00	\$ 168.00	
Full Weekend Rate	\$ 560.00	\$ 672.00	\$ 336.00	
Ag. Room				
Hourly Rental Rate	\$ 26.00	\$ 31.20	\$ 15.60	Day Rate = to 8 x hourly. Weekend Rate = 2 x day rate.
Daily Rental Rate	\$ 208.00	\$ 249.60	\$ 124.80	
Full Weekend Rate	\$ 416.00	\$ 499.20	\$ 249.60	
Ice Rate				
Hourly Rental Rate	\$ 180.00	\$ 216.00	\$ 108.00	Local = Base Rate, Non-local = 1.2 x base rate, Local Non-profit = .6 x base rate.
Tournament Rate	\$ 153.00	n/a	n/a	
Junior Hockey Rate	\$ 153.00	n/a	n/a	0.85 x the local base rate
Non-Prime Rate (Weekdays 8 am to 2 pm)	\$ 72.00	n/a	n/a	0.4 x the local base rate
Dry Floor Arena				
Hourly Rental Rate	\$ 85.00	\$ 102.00	\$ 51.00	Comparable to 2/3 of Field House. Day Rate = to 8 x hourly. Weekend Rate = 2 x day rate.
Daily Rental Rate	\$ 680.00	\$ 816.00	\$ 408.00	
Full Weekend Rate	\$ 1,360.00	\$ 1,632.00	\$ 816.00	

FACILITY - STERLING INDUSTRIES SPORTS PARK/COM. GARDEN	Local	Non-local	Local Non-Profit	Notes
Ball Diamonds				
Hourly Rental Rate	\$ 15.00	\$ 18.00	\$ 9.00	Local = Base Rate, Non-local = 1.2 x base rate, Local Non-profit = .6 x base rate. Day Rate = to 8 x hourly. Weekend Rate = 2.5 x day rate x 3 diamonds. Extended Weekend Rate = 3.5 x day rate x 3.
Daily Rental Rate per Diamond	\$ 120.00	\$ 144.00	\$ 72.00	
Full Weekend Rate	\$ 900.00	\$ 1,080.00	\$ 540.00	
Extended Weekend Rate	\$ 1,260.00	\$ 1,512.00	\$ 756.00	
Concession Day Rate	\$ 82.50	\$ 99.00	\$ 49.50	
Concession Weekend Rate	\$ 247.50	\$ 297.00	\$ 148.50	
Campground - Tenting	\$ 10.00			
Campground - Trailer	\$ 20.00			
Soccer Pitches				
Hourly Rental Rate	\$ 15.00	\$ 18.00	\$ 9.00	Day Rate = to 8 x hourly. Weekend Rate = 2.5 x day rate x 1.5 pitches.
Daily Rental Rate	\$ 120.00	\$ 144.00	\$ 72.00	
Full Weekend Rate	\$ 450.00	\$ 540.00	\$ 270.00	
Community Garden				
Large Garden	\$ 30.00	per garden plot		
Small Garden	\$ 15.00	per garden plot		

FACILITY - ABBEY CENTRE	Local	Non-local	Local Non-Profit	Notes
Program Room				
Hourly Rental Rate	\$ 35.00	\$ 42.00	\$ 21.00	Comparable to Community Centre Meeting Room, Performance Room and Fitness Studio 2
Daily Rental Rate	\$ 280.00	\$ 336.00	\$ 168.00	
Full Weekend Rate	\$ 560.00	\$ 672.00	\$ 336.00	
Fitness Studio 1				
Hourly Rental Rate	\$ 45.00	\$ 54.00	\$ 27.00	\$5 more than Banquet Rm, \$10 more than Fitness Studio 2 & Program Rm.
Daily Rental Rate	\$ 360.00	\$ 432.00	\$ 216.00	
Fitness Studio 2				
Hourly Rental Rate	\$ 35.00	\$ 42.00	\$ 21.00	Comparable to Community Centre Meeting Room, Performance Room and Servus Program Room
Daily Rental Rate	\$ 280.00	\$ 336.00	\$ 168.00	
Full Weekend Rate	\$ 560.00	\$ 672.00	\$ 336.00	
1/3 Field House Gym				
Hourly Rental Rate	\$ 45.00	\$ 54.00	\$ 27.00	Day Rate = to 8 x hourly. Weekend Rate = 2 x day rate.
Daily Rental Rate	\$ 360.00	\$ 432.00	\$ 216.00	
Full Weekend Rate	\$ 720.00	\$ 864.00	\$ 432.00	
2/3 Field House Gym				
Hourly Rental Rate	\$ 85.00	\$ 102.00	\$ 51.00	Day Rate = to 8 x hourly. Weekend Rate = 2 x day rate.
Daily Rental Rate	\$ 680.00	\$ 816.00	\$ 408.00	
Full Weekend Rate	\$ 1,360.00	\$ 1,632.00	\$ 816.00	
Full-use Field House Gym				
Daily Rental Rate	\$ 850.00	\$ 1,020.00	\$ 510.00	Day Rate is based on 1.25 x the 2/3 Field House. Weekend Rate = 2 x day rate.
Partial Weekend Rate	\$ 1,105.00	\$ 1,326.00	\$ 663.00	
Full Weekend Rate	\$ 1,700.00	\$ 2,040.00	\$ 1,020.00	
Amphitheatre				
Hourly Rental Rate	\$ 21.00	\$ 25.20	\$ 12.60	Day Rate is based on 8 x the hourly rate. Weekend Rate = 2 x day rate.
Daily Rental Rate	\$ 168.00	\$ 201.60	\$ 100.80	
Full Weekend Rate	\$ 336.00	\$ 403.20	\$ 201.60	

ABBEY CENTRE MEMBERSHIP/ADMISSIONS

Single Admission	Rate	Notes
Track	\$ 2.00	
Infant	FREE	Under 1
Toddler	\$ 1.00	1 and 2
Child	\$ 5.00	3 to 7
Youth	\$ 5.50	8 to 12
Teen	\$ 6.50	13 to 17
Adult	\$ 9.00	18 to 59
Senior	\$ 7.00	60+
Senior+	FREE	75+
Family	\$ 20.00	Max. of 5 family members in household (max 2 ages 18-74)
Punch Passes	Rate	Notes
Track	\$ 20.00	10 Admissions
Toddler	\$ 9.00	10 admissions for the price of 9 per age category.
Child	\$ 45.00	
Youth	\$ 49.50	
Teen	\$ 58.50	
Adult	\$ 81.00	
Senior	\$ 63.00	
Family	\$ 180.00	
Monthly Memberships*	Rate	Notes
Child	\$ 26.25	Equal to the price of 5.25 admissions per age category.
Youth	\$ 28.88	
Teen	\$ 34.13	
Adult	\$ 47.25	
Senior	\$ 36.75	
Family	\$ 105.00	
Annual Memberships*	Rate	Notes
Child	\$ 262.50	10 x the monthly membership rate per age category.
Youth	\$ 288.75	
Teen	\$ 341.25	
Adult	\$ 472.50	
Senior	\$ 367.50	
Family	\$ 1,050.00	
Child Minding	Rate	Notes
One Child (per half hour)	\$ 3.00	10 hour punch cards are based on 9 hours of use.
Family (per half hour)	\$ 5.00	
One Child (10 hour punch pass)	\$ 54.00	
Family (10 hour punch pass)	\$ 90.00	

***Note:** When purchasing a monthly or annual family membership, an additional child, youth or teen can be added to the family at a discount of 50% from a regular, child, youth or teen membership of the same membership type.

DEFINITIONS

Local	Individuals/businesses who pay their taxes to either the Town of Blackfalds or Lacombe County.
Non-Local	Individuals/businesses who do not pay their taxes to the Town of Blackfalds or Lacombe County.
Local Non-Profit	Registered non-profit organizations based in Blackfalds or Lacombe County with a mailing address in either municipality and where a minimum of 80% of participants reside in Blackfalds or Lacombe County (not including other Towns or Cities in Lacombe County).

ADDITIONAL FEES/CHARGES

Lost Key	cost to re-key the building	Changed the Non-alcohol Event Damage Deposit from \$100 to \$300.
Lost Fob	\$25.00	
Damage Fee	\$50.00/hour plus supplies	
Clean Up Fee	\$75.00/hour	
Late Fee	\$50.00/half hour	
Non-Refundable Booking Fee	\$300.00	
Com. Centre Stage Setup Fee	\$15/stage panel (max. 6 panels)	
Sound System Fee (Arena, Community Centre)	\$50.00	
Non-alcohol Event Damage Deposit*	\$300.00	
Alcohol Event Damage Deposit	\$500 (excl. Abbey Centre)	

***Note:** The Non-alcohol Event Damage Deposit applies to all facilities excluding the Abbey Centre except for 2/3 Field House Gym and Full-use Field House Gym rentals.

Ball and Soccer Rate Comparisons with other Communities

Ball Diamond Rates per Diamond	
Municipality	Local Non-Profit/Local Youth
Lacombe	\$29 per game/practice
Penhold	\$30 per game
Rocky MTN House	\$13.50 per hour
Innisfail	\$26.50 per game/practice
Ponoka	\$20.25 per use
Olds	\$20.00 per hour
Sylvan Lake	\$21.79 per hour
Red Deer	\$15.95 per hour
Stettler	\$7400 for entire Minor Ball season (50% of that is subsidized)
Average	16.78 per hour

Soccer Pitch Rates	
Municipality	Local Non-Profit/Local Youth
Lacombe	\$34 per game
Penhold	\$30 per game
Rocky MTN House	\$11.25 per hour
Innisfail	\$26.40 per game
Ponoka	\$13.50 per hour
Olds	\$20.00 per hour
Sylvan Lake	\$25.70 per hour
Red Deer	\$15.95 per hour
Stettler	\$7400 for entire Minor Soccer season
Average	\$16.45 per hour

MEETING DATE: December 10, 2024
PREPARED BY: Rick Kreklewich, Director of Community Services
PRESENTED BY: Rick Kreklewich, Director of Community Services
SUBJECT: **Support Services Centre Lease Rate**

BACKGROUND

The Support Services Centre serves as a hub for community support organizations, including Kids Konnection, Anam Rural Youth Association, Mt. Leinster Consulting, Soul Expression, The 102: Holistic Healing & Arts and Alberta Health Services. All 8 office spaces in the Centre are currently leased until the end of this year.

DISCUSSION

Administration has coordinated all agreements with leaseholders to expire at year end, allowing time to review the lease rate prior to entering into new agreements. Currently, the lease rental revenues provide a cost recovery of 53% for the Support Services Centre budget at a rate of \$11 per square foot per year. Administration is proposing a lease rate of \$12 per square foot per year and two-year agreements for all leaseholders.

FINANCIAL IMPLICATIONS

The proposed Support Services Centre lease rate will help offset the expenses of operating the Support Services Centre.

ADMINISTRATIVE RECOMMENDATION

That Council consider the following motion:

1. That Council approve the Support Services Centre lease rate of \$12 per square foot per year.

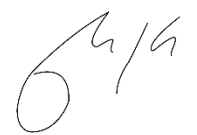
ALTERNATIVES

- a) That Council approve the Support Services Centre lease rate, as amended.
- b) That Council refer the Support Services Centre lease rate back to Administration for more information or amendments.

APPROVALS



Kim Isaak,
Chief Administrative Officer



Department Director/Author

MEETING DATE: December 10, 2024
PREPARED BY: Kim Isaak, Chief Administrative Officer
PRESENTED BY: Kim Isaak, Chief Administrative Officer
SUBJECT: **Bylaw 1322.24 - Code of Conduct Bylaw**

BACKGROUND

The original Council Code of Conduct Bylaw was adopted in 2022 as a result of the requirement under the Modernized MGA. In 2023, it was revised to its current form. The attached bylaw was reviewed in detail at the workshop of Council held on September 16, 2024. At the workshop, questions were raised that were further clarified at the Standing Committee of Council on November 18, 2024, along with some additional amendments requested by Council.

DISCUSSION

The attached bylaw has been updated to reflect the suggested amendments from the November 18, 2024, Standing Committee of Council and Administration is recommending that Council give three readings to the bylaw.

FINANCIAL IMPLICATIONS

There will be cost savings with the addition of the option that a sub-Committee of Council investigates the complaints as opposed to the hiring of an external Investigator.

ADMINISTRATIVE RECOMMENDATION

That Council consider the following motions:

1. That Council give First Reading to Bylaw 1322.24 - Code of Conduct Bylaw, as presented.
2. That Council give Second Reading to Bylaw 1322.24 - Code of Conduct Bylaw, as presented.
3. That Council give unanimous consent to move to the Third Reading of Bylaw 1322.24 - Code of Conduct Bylaw.
4. That Council give Third Reading to Bylaw 1322.24 - Code of Conduct Bylaw, as presented.

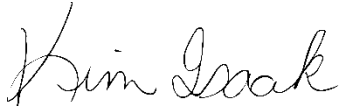
ALTERNATIVES

- a) That Council recommends amendments to Bylaw 1322.24 - Code of Conduct Bylaw and refers back to Administration.

ATTACHMENTS

- *Bylaw 1322.24 - Code of Conduct Bylaw with Tracked Changes*
- *Bylaw 1322.24 - Code of Conduct Bylaw Clean Version*

APPROVALS



Kim Isaak,
Chief Administrative Officer

Department Director/Author

BEING A BYLAW OF THE TOWN OF BLACKFALDS IN THE PROVINCE OF ALBERTA TO ESTABLISH A CODE OF CONDUCT FOR MEMBERS OF COUNCIL

WHEREAS, ~~section~~Section 146.1 of the *Municipal Government Act*, RSA 2000, c M-26, as amended from time to time, provides that ~~council~~Council must, by bylaw, establish a code of conduct governing the conduct of members;

AND WHEREAS, the *Code of Conduct for Elected Officials Regulation*, AR 200/2017 provides minimum requirements for the contents of the Code of Conduct;

AND WHEREAS, when establishing a code of conduct, Council shall consider ~~sections~~Sections 3 and 153 of the *Municipal Government Act*;

AND WHEREAS, the public is entitled to expect the highest standards of conduct from elected members of ~~council~~Council;

AND WHEREAS, the establishment of a code of conduct for members of Council is consistent with the principles of transparent and accountable government;

AND WHEREAS, a code of conduct ensures that members of Council share a common understanding of acceptable conduct extending beyond the legislative provisions governing the conduct of members;

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

PART 1 - TITLE

1.1 This Bylaw may be referred to as the “**Code of Conduct Bylaw**”.

PART 2 - DEFINITIONS

2.1 In this Bylaw, words have the meanings set out in the Act, except that:

~~a.~~(a) “**Act**” means the *Municipal Government Act*, RSA 2000, c M-26, and associated regulations, as amended;

~~b.~~(b) “**Administration**” means the administrative and operational arm of the Municipality, comprised of the various departments and business units and including all employees who operate under the leadership and supervision of the Chief Administrative Officer and includes the CAO;

~~c.~~(c) “**CAO**” means the Chief Administrative Officer of the Municipality, or their delegate;

~~d.~~(d) “**Complainant**” means any person who submits a complaint, and may include Members and Administration;

~~e.~~(e) “**Council**” means the council of the Town of Blackfalds;

~~f.~~(f) “**FOIP**” means the *Freedom of Information and Protection of Privacy Act*, RSA 2000, c F-25, any associated regulations, and any amendments or successor legislation;

~~g.~~(g) “**Investigator**” means the individual retained at the direction of Council or body established by Council to investigate and report on complaints;

~~h.~~(h) “**Member**” means a member of Council including the Mayor;

~~i.~~(i) “**Respondent**” means the Member who is the subject of a complaint; and

~~j.~~(j) “**Town**” means the municipal corporation of the Town of Blackfalds.

PART 3 - PURPOSE AND APPLICATION

3.1 The purpose of this Bylaw is to establish expected standards of ethical conduct for

Members and a procedure for the investigation and enforcement of those standards.

- 3.2 The Bylaw is to be given a broad and liberal interpretation in accordance with the Act. It is not possible to address every situation, and accordingly, Members are to conduct themselves in a manner that reflects not only the letter of the Bylaw but the spirit and intent of the Bylaw.

PART 4 – REPRESENTING THE TOWN

4.1 Members shall:

- a.(a) act honestly and, in good faith, serve the welfare and interests of the Town as a whole;
- b.(b) perform their functions and duties in a conscientious and diligent manner with integrity, accountability, and transparency;
- c.(c) conduct themselves in a professional manner with dignity and make every effort to participate diligently in the meetings of Council, Council Committees, and other bodies to which they are appointed;
- d.(d) arrange their private affairs and conduct themselves in a manner that promotes public confidence and will bear close public scrutiny; and
- e.(e) be transparent and accountable with respect to all expenditures and strictly comply with all municipal bylaws, policies and procedures regarding claims for remuneration and expenses.

PART 5 - COMMUNICATING ON BEHALF OF THE MUNICIPALITY

- 5.1 Unless Council directs otherwise, the Mayor is Council's official spokesperson and in the absence of the Mayor it is the Deputy Mayor. All inquiries from the media regarding the official Council position on decisions and resolutions shall be referred to Council's official spokesperson.
- 5.2 Matters relating to the administration or operations of the Town are to be referred to the CAO.
- 5.3 A Member must not claim to speak on behalf of Council unless authorized to do so by the whole of Council.
- 5.4 A Member who is authorized to act as Council's official spokesperson must ensure that their comments accurately reflect the official position and will of Council as a whole, even if the Member personally disagrees with Council's position.
- 5.5 Members have the right to express their personal opinions; however, in doing so, ~~the~~ Members must state and reasonably ensure that it is not perceived as representing Council's opinion on a matter.
- 5.6 No Member shall make a statement when they know that statement is false.
- 5.7 No Member shall make a statement with the intent to mislead Council, Administration or members of the public, including the media.
- 5.8 This Bylaw applies to all forms of communication.

PART 6 – USE OF SOCIAL MEDIA

- 6.1 As with any other activity, Members must ensure their use of social media complies with the law, the requirements of this Bylaw, and any related bylaws or policies. This Bylaw applies to all communications a Member makes, regardless of the social media account or device from which the communication is made.
- 6.2 For the purpose of Part 6 of this Bylaw "**communications**" means any information

submitted by a Member to a social media network or platform that is capable of being displayed using software or approved hardware such as text, images, links or other content and include a Member commenting on or sharing content created by other users of the social network or platform.

PART 7 - RESPECTING THE DECISION-MAKING PROCESS

- 7.1 Decision making authority lies with Council and not with any individual Member. Council may only act by bylaw or resolution passed at a Council meeting held in public at which there is a quorum present.
- 7.2 No Member shall attempt to bind the Town or give direction to Administration, agents, contractors, consultants or other service providers or prospective vendors to the Town.
- 7.3 Members shall conduct and convey Council business and all their duties in an open and transparent manner and in so doing, allow the public to view the process and rationale which was used to reach decisions and the reasons for taking certain actions, except those matters that are exceptions to disclosure required by FOIP.
- 7.4 Members shall accurately communicate the decisions of Council, even if they disagree with Council's decision, such that respect for the decision-making processes of Council is fostered.

PART 8 - ADHERENCE TO POLICIES, PROCEDURES AND BYLAWS

- 8.1 Members shall uphold the law established by the Parliament of Canada and the Legislature of Alberta and the bylaws, policies and procedures adopted by Council.
- 8.2 Members shall respect the Town as an institution, its bylaws, policies and procedures and shall encourage public respect for the Town, its bylaws and policies.
- 8.3 Members must not encourage disobedience of any bylaw or policy of the Town in responding to a member of the public, as this undermines public confidence in the Town and in the rule of law.

PART 9 - RESPECTFUL INTERACTIONS WITH COUNCIL MEMBERS, STAFF, THE PUBLIC AND OTHERS

- 9.1 Members shall act in a manner that demonstrates fairness, respect for individual differences and opinions, and an intention to work together for the common good and in furtherance of the public interest.
- 9.2 Members shall treat one another, employees of the Town and members of the public with courtesy, dignity and respect and without abuse, bullying or intimidation.
- 9.3 No Member shall use indecent, abusive, or insulting words or expressions toward another member, any employee of the Municipality, or any member of the public.
- 9.4 No Member shall speak or conduct themselves in a manner that is discriminatory to any individual based on the person's race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation.
- 9.5 Members shall respect the fact that Administration is charged with making decisions and recommendations based on their professional expertise and a corporate perspective and Members must refrain from applying undue influence on Administration.
- 9.6 Members shall only seek information about the operation and administration of the Town from the CAO or any person the CAO delegates to provide such information to Members.
- 9.7 Members must not:
 - a.(a) involve themselves in matters of Administration, which fall within the jurisdiction of the CAO;

- ~~b.~~(b) use, or attempt to use, their authority or influence for the purpose of intimidating, threatening, coercing, commanding, or influencing any employee of the Town with the intent of interfering in the employee's duties; or
- ~~e.~~(c) maliciously or falsely injure the professional or ethical reputation or the prospects or practice of employees of the Town.

PART 10 - CONFIDENTIAL INFORMATION

- 10.1 Members must keep in confidence matters discussed in private at a Council or Council committee meeting until the matter is discussed at a meeting held in public.
- 10.2 In the course of their duties, Members may become privy to confidential information received outside of a closed session meeting. Members must not:
- ~~a.~~(a) disclose or release by any means to any member of the public, including the media, any confidential information acquired by virtue of their office, unless the disclosure is required by law or authorized by Council or the Council Committee;
 - ~~b.~~(b) access or attempt to gain access to confidential information in the custody or control of the Town unless it is necessary for the performance of the Member's duties and is not otherwise prohibited by Council or the Council Committee, and only then if the information is acquired through appropriate channels in accordance with applicable Council bylaws and policies; or
- 10.3 Members shall not use confidential information for personal benefit or for the benefit of any other individual organization.
- 10.4 Confidential information includes information in the possession of, or received in confidence by the Town that the Town is prohibited from disclosing pursuant to legislation, court order or by contract, or is required to refuse to disclose, under FOIP or any other legislation, or any other information that pertains to the business of the Town, and is generally considered to be of a confidential nature, including but not limited to information concerning:
- a. ~~(a)~~ the security of the property of the Town;
 - ~~(b)~~ ~~b.~~ a proposed or pending acquisition or disposition of land or other property;
 - ~~(c)~~ ~~e.~~ a tender that has or will be issued but has not been awarded;
 - ~~(d)~~ ~~d.~~ Contract negotiations;
 - ~~(e)~~ ~~e.~~ employment and labour relations;
 - ~~(f)~~ ~~f.~~ draft documents and legal instruments, including report, policies, bylaws, and resolutions, that have not been the subject matter of deliberation in a meeting open to the public;
 - ~~(g)~~ ~~g.~~ law enforcement matters;
 - ~~(h)~~ ~~h.~~ litigation or potential litigation, including matters before administrative tribunals; and
 - ~~(i)~~ ~~i.~~ advice that is subject to solicitor-client privilege.

PART 11 - CONFLICTS OF INTEREST

- 11.1 Members have a statutory duty to comply with the pecuniary interest provisions set out in Part 5, Division 6 of the Act and a corresponding duty to vote unless required or permitted to abstain under the Act or another enactment.
- 11.2 Members are to be free from undue influence and not act or appear to act in order to gain financial or other benefits for themselves, family, friends or associates, business or otherwise.
- 11.3 Members shall approach decision-making with an open mind that is capable of persuasion.

11.4 It is the individual responsibility of Members to assess their pecuniary or other conflicts of interest and they may need to seek independent legal advice, at their sole expense.

PART 12 - IMPROPER USE OF INFLUENCE

12.1 No Member shall use the influence of the Member's office for any purpose other than for the exercise of the Member's official duties.

12.2 No Member shall act as a paid agent to advocate on behalf of any individual, organization or corporate entity before Council or a Council Committee or any other body established by Council.

12.3 Members shall not contact or otherwise attempt to influence members of any adjudicative body regarding any matter before it relating to the Town.

12.4 Members shall refrain from using their positions to obtain employment with the Town for themselves, family members or close associates. Members are ineligible to apply or be considered for any position with the Town while they hold their elected position.

PART 13 - USE OF MUNICIPAL ASSETS AND SERVICES

13.1 Members may use Town property, equipment, services, supplies and Administrative resources ("**Town Assets**") only for the performance of their duties as a Member, subject to the following:

a.(a) Town Assets that are available to the general public may be used by a Member for personal use on the same terms and conditions as members of the general public, including booking and payment of any applicable fees or charges; and

b.(b) electronic communication devices, including but not limited to desktop computers, laptops, tablets, and smartphones, which are supplied by the Town to a Member, may be used by the Member for personal use, provided that the use is not for personal gain and is in accordance with this Bylaw.

13.2 All electronic communications, documents and materials created, viewed, shared and stored on electronic communication devices supplied or paid for by the Town are subject to FOIP and may be inspected, traced, retrieved and logged as part of an investigation pursuant to this Bylaw or any other relevant legislation and Members are required to provide any electronic device supplied or paid for by the Town and facilitate access to the electronic device and to any electronic accounts created by the Town or used for municipal purposes by the Member for investigation purposes.

~~13.2~~

13.3 Upon a Member ceasing to hold office or upon the expiry or revocation of a Member's appointment to a Council Committee, as applicable, a Member must immediately deliver to the CAO any items, including but not limited to, records, accounts, papers, money or property in the Member's possession or under the Member's control.

PART 14 - ORIENTATION AND OTHER TRAINING ATTENDANCE

14.1 Every Member must attend the orientation **and other** training offered by the Municipality in accordance with the Act.

14.2 Unless excused by Council, Members must attend any other training organized at the direction of Council.

14.3 Members must attend any orientation or **other** training provided for any Council Committee or board they are appointed to by Council.

PART 15 – GIFTS AND HOSPITALITY

15.1 Members shall not accept gifts, hospitality or other benefits that would, to a reasonable member of the public, appear to be in gratitude for influence, to induce influence, or otherwise to go beyond the necessary and appropriate public functions involved.

15.2 Gifts received by a Member on behalf of the Town as a matter of official protocol which have significance or historical value for the Town shall be left with the Town when the

Member ceases to hold office.

15.3 Members are not precluded from accepting:

- a.(a) rewards, gifts, or benefits not connected with the performance or duties of office;
- b.(b) reasonable quantities of food and beverages at banquets, receptions, ceremonies or similar events;
- c.(c) service provided without compensation by persons volunteering their time;
- d.(d) food, lodging, transportation, and entertainment provided by other levels of government or by other local government, boards, or commissions;
- e.(e) a reimbursement of expenses incurred in the performance of duties or office;
- f.(f) token gifts such as souvenirs, mementos, and commemorative gifts that are given in recognition of service or attending an event; or
- g.(g) gifts that are received as an incident of protocol or social obligation that normally and reasonably accompany the responsibility of office.

PART 16 – ELECTION CAMPAIGNS

16.1 No Member shall use any facilities, equipment, supplies, services, municipal logo, or other resources of the Town for any election campaign or campaign-related activity.

PART 17 - INFORMAL COMPLAINT PROCESS

17.1 Any Member who has been advised by a member of the public or has themselves identified or witnessed conduct by another Member (the “**Other Member**”) that the Member reasonably believes, in good faith, is a contravention of this Bylaw, may address the alleged breach by either one or both of the following:

- a.(a) advising the Other Member that the conduct violates this Bylaw and encouraging the Other Member to stop; or
- b.(b) requesting the Mayor to assist in an informal discussion of the alleged breach with the Other Member in an attempt to resolve the issue. In the event that the Mayor is the subject of, or is implicated in an alleged contravention of this Bylaw, the Member may request the assistance of the Deputy Mayor. In the event that the Mayor and Deputy Mayor are the subject of, or are implicated in, alleged contravention of this Bylaw, the Member may request the assistance of the next scheduled appointed Deputy Mayor.

17.2 Members are encouraged to pursue this informal complaint procedure as the first means of remedying conduct that they believe breaches this Bylaw. However, a Member is not required to complete this informal complaint procedure prior to pursuing the formal complaint procedure outlined below.

17.3 In order to facilitate meaningful resolution, all persons involved in the informal complaint process will maintain confidentiality.

PART 18 - FORMAL COMPLAINT PROCEDURE

18.1 Any person who has identified or witnessed conduct by a Member, that they believe, in good faith, is in contravention of this Bylaw may submit a formal complaint as outlined below.

18.2 In this Part, the term Mayor should be substituted by the term Deputy Mayor if the complaint involves the Mayor, and further substituted by the term the next appointed Deputy Mayor if the complaint involves both the Mayor and Deputy Mayor.

18.3 All formal complaints shall:

- a.(a) be made in writing;
- b.(b) be dated;
- c.(c) include the name of the Member alleged to have contravened the Bylaw;

~~d.~~(d) include reasonable and probable grounds for the allegation that a Member has contravened this Bylaw, including a detailed description of the facts, as they are known and the names of any witnesses;

~~e.~~(e) include the Complainant's full name and contact information - anonymous complaint shall not be accepted or investigated; and

~~f.~~(f) be addressed to the Mayor.

18.4 Complaints that do not comply with ~~section~~Section 18.3 will not be considered and are required to remain confidential.

18.5 ~~Complaints that meet the criteria in Section 18.3 shall be provided to the Respondent and kept confidential.~~

~~18.5~~18.6 Complaints that name more than one Member may be treated as separate complaints. Multiple complaints about a Member may be addressed collectively.

~~18.6~~18.7 On receipt of a complaint, the Mayor will, within seven (7) business days of receipt of the complaint, schedule a closed session item at the first Council meeting for Council to review and complete an initial assessment, excluding the Respondent and the Complainant, if the Complainant is a Member. If a Council meeting does not occur within the seven (7) business days the Mayor will schedule a Special Meeting of Council to review and complete an initial assessment. Complaints that:

~~a.~~(a) are not about a current Member;

~~b.~~(b) allege a violation of the Act or FOIP;

~~c.~~(c) allege a contravention of this Bylaw that has already been the subject of a prior complaint fully addressed by Council;

~~d.~~(d) allege criminal activity; or

~~e.~~(e) are more properly covered by other applicable legislative appeal, complaint or court processes;

will be summarily refused in writing with reasons provided to the Complainant, Respondent and Council but will be otherwise confidential. The decision of ~~the Mayor~~Council is final.

~~18.7~~18.8 A complaint must be received no later than 60 days after the date on which the conduct occurred that gave rise to the complaint or the Complainant became aware of the conduct that gave rise to the complaint. Council may proceed with a complaint submitted after 60 days if, in the opinion of Council, it is in the best interest of the public and/or the Town to proceed with an investigation outside of this time period.

~~18.8~~—A complaint that meets the criteria in section 18.3 shall be provided to the Respondent.

~~18.9~~—The Mayor will schedule a closed session item at the first Council meeting after the initial assessment of the complaint to provide the complaint to Council and Council, excluding the Respondent and the Complainant, if the Complainant is a Member, shall review the complaint.

~~18.10~~18.9 If Council is of the opinion that a complaint:

~~a.~~(a) is not about a current Member;

~~b.~~(b) is frivolous or vexatious;

~~c.~~(c) is not made in good faith;

~~d.~~(d) has no grounds or insufficient grounds for investigating;

~~e.~~(e) is more appropriately addressed by another applicable legislative appeal, complaint and court process;

~~f.~~(f) alleges criminal activity;

~~g.~~(g) alleges a violation of the Act or FOIP; or

~~h.~~(h) alleges a contravention of this Bylaw that has already been the subject of a prior complaint fully addressed by Council;

Council may choose not to have the complaint investigated, or, if already commenced, may terminate any investigation, or may dispose of the complaint in a summary manner. The Complainant and the Respondent shall be advised by the Mayor in writing of any such decision with reasons.

~~48.14~~18.10 If Council decides to investigate the complaint, Council may by resolution direct the CAO to retain an investigator or Council may establish an ad hoc committee to conduct the investigation.

~~48.12~~18.11 Best efforts will be made by the Investigator to maintain confidentiality over the complaint and investigation process.

~~48.13~~18.12 The Investigator will advise the Respondent and the Complainant of the next steps in the investigation, including when the Respondent and Complainant may provide information to the Investigator.

~~48.14~~18.13 The Investigator shall take reasonable steps to attempt to conclude any investigation within 60 days of the date upon which a complaint is provided to the Investigator.

~~48.15~~18.14 Upon completion of the investigation, the Investigator shall provide a written report to Council and the Respondent, summarizing the investigation process, the evidence gathered, and the conclusions about the alleged breach, which may include recommendations as to sanctions, that may be imposed by Council.

~~48.16~~18.15 The Respondent shall be afforded procedural fairness, including an opportunity to respond to the Investigator's report before Council deliberates and makes any decision or imposes any sanction. The Mayor will advise the Respondent when the Respondent will have the opportunity to respond to Council in closed session.

~~48.17~~18.16 Council, in closed session, excluding the Member and the Complainant if the Complainant is a Member, shall, after reviewing the Investigator's report and any submissions from the Respondent, deliberate on the complaint and determine if there was a breach of the Bylaw and if so, whether or not to impose sanctions. Council will make a resolution in open session and the Mayor will advise the Respondent and the Complainant in writing of Council's decision.

18.17 After Council has made a resolution on the complaint, the investigation reports and the related resolution of Council shall be posted on the Town's website, in accordance with FOIP.

~~48.18~~

PART 19 - COMPLIANCE AND ENFORCEMENT

19.1 Members shall uphold the letter and the spirit of intent of this Bylaw.

19.2 Members are expected to cooperate in every way possible in securing compliance with the application and enforcement of this Bylaw.

19.3 No Member shall:

~~a.~~(a) undertake any act of reprisal or threaten reprisal against a Complainant or any other person for providing relevant information to the Investigator; or

~~b.~~(b) obstruct the Investigator, in carrying out the objectives or requirements of this Bylaw.

19.4 Sanctions that may be imposed on a Member, by Council, upon a finding that the member has breached this Bylaw may include:

~~a.~~(a) a letter of reprimand addressed to the Member;

- ~~b.~~(b) requesting the Member to issue a letter of apology;
- ~~e.~~(c) publication of a letter of reprimand or request for apology and the Member's response;
- ~~d.~~(d) a requirement to attend training;
- ~~e.~~(e) suspension or removal of the appointment of a Member as the Deputy Mayor or Acting Mayor under ~~section~~Section 152 of the Act;
- ~~f.~~(f) suspension or removal of the chief elected official's presiding duties under ~~section~~Section 154 of the Act;
- ~~g.~~(g) suspension or removal of the Mayor's presiding duties under ~~section~~Section 154 of the Act;
- ~~h.~~(h) suspension or removal from some or all Council Committees and bodies to which council has the right to appoint Members;
- ~~i.~~(i) reduction or suspension of remuneration as defined in ~~section~~Section 275.1 of the Act corresponding to a reduction in duties, excluding allowances for attendance at council meetings;
- ~~j.~~(j) any other sanction Council deems reasonable and appropriate in the circumstances provided that the sanction does not prevent a Member from fulfilling the legislated duties of a Member and the sanction is not contrary to the Act.

PART 20 – REVIEW

20.1 This Bylaw shall be brought forward for review at the beginning of each term of Council, when relevant legislation is amended, and at any other time that Council considers appropriate to ensure that it remains current and continues to accurately reflect the standards of ethical conduct expected of ~~members~~Members.

PART 21 - DATE OF FORCE

21.1 That this Bylaw shall come into effect, upon the date on which it is finally read and passed.

PART 22– REPEAL OF BYLAW 1278.23

22.1 Bylaw 1278.23 – Council Code of Conduct Bylaw, and any amendments thereto, are hereby repealed.

READ for the first time this _____ day of _____, 2024.

(RES. _____)

MAYOR JAMIE HOOVER

CAO KIM ISAAK

READ for the second time this _____ day of _____, 2024.

(RES. _____)

MAYOR JAMIE HOOVER

CAO KIM ISAAK

READ for the third time this _____ day of _____, 2024.

(RES.)

MAYOR JAMIE HOOVER

CAO KIM ISAAK

DRAFT

BEING A BYLAW OF THE TOWN OF BLACKFALDS IN THE PROVINCE OF ALBERTA TO ESTABLISH A CODE OF CONDUCT FOR MEMBERS OF COUNCIL

WHEREAS, Section 146.1 of the *Municipal Government Act*, RSA 2000, c M-26, as amended from time to time, provides that Council must, by bylaw, establish a code of conduct governing the conduct of members;

AND WHEREAS, the *Code of Conduct for Elected Officials Regulation*, AR 200/2017 provides minimum requirements for the contents of the Code of Conduct;

AND WHEREAS, when establishing a code of conduct, Council shall consider Sections 3 and 153 of the *Municipal Government Act*;

AND WHEREAS, the public is entitled to expect the highest standards of conduct from elected members of Council;

AND WHEREAS, the establishment of a code of conduct for members of Council is consistent with the principles of transparent and accountable government;

AND WHEREAS, a code of conduct ensures that members of Council share a common understanding of acceptable conduct extending beyond the legislative provisions governing the conduct of members;

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

PART 1 - TITLE

1.1 This Bylaw may be referred to as the “**Code of Conduct Bylaw**”.

PART 2 - DEFINITIONS

2.1 In this Bylaw, words have the meanings set out in the Act, except that:

- (a) “**Act**” means the *Municipal Government Act*, RSA 2000, c M-26, and associated regulations, as amended;
- (b) “**Administration**” means the administrative and operational arm of the Municipality, comprised of the various departments and business units and including all employees who operate under the leadership and supervision of the Chief Administrative Officer and includes the CAO;
- (c) “**CAO**” means the Chief Administrative Officer of the Municipality, or their delegate;
- (d) “**Complainant**” means any person who submits a complaint, and may include Members and Administration;
- (e) “**Council**” means the council of the Town of Blackfalds;
- (f) “**FOIP**” means the *Freedom of Information and Protection of Privacy Act*, RSA 2000, c F-25, any associated regulations, and any amendments or successor legislation;
- (g) “**Investigator**” means the individual retained at the direction of Council or body established by Council to investigate and report on complaints;
- (h) “**Member**” means a member of Council including the Mayor;
- (i) “**Respondent**” means the Member who is the subject of a complaint; and
- (j) “**Town**” means the municipal corporation of the Town of Blackfalds.

PART 3 - PURPOSE AND APPLICATION

3.1 The purpose of this Bylaw is to establish expected standards of ethical conduct for Members and a procedure for the investigation and enforcement of those standards.

- 3.2 The Bylaw is to be given a broad and liberal interpretation in accordance with the Act. It is not possible to address every situation, and accordingly, Members are to conduct themselves in a manner that reflects not only the letter of the Bylaw but the spirit and intent of the Bylaw.

PART 4 – REPRESENTING THE TOWN

- 4.1 Members shall:
- (a) act honestly and, in good faith, serve the welfare and interests of the Town as a whole;
 - (b) perform their functions and duties in a conscientious and diligent manner with integrity, accountability, and transparency;
 - (c) conduct themselves in a professional manner with dignity and make every effort to participate diligently in the meetings of Council, Council Committees, and other bodies to which they are appointed;
 - (d) arrange their private affairs and conduct themselves in a manner that promotes public confidence and will bear close public scrutiny; and
 - (e) be transparent and accountable with respect to all expenditures and strictly comply with all municipal bylaws, policies and procedures regarding claims for remuneration and expenses.

PART 5 - COMMUNICATING ON BEHALF OF THE MUNICIPALITY

- 5.1 Unless Council directs otherwise, the Mayor is Council's official spokesperson and in the absence of the Mayor it is the Deputy Mayor. All inquiries from the media regarding the official Council position on decisions and resolutions shall be referred to Council's official spokesperson.
- 5.2 Matters relating to the administration or operations of the Town are to be referred to the CAO.
- 5.3 A Member must not claim to speak on behalf of Council unless authorized to do so by the whole of Council.
- 5.4 A Member who is authorized to act as Council's official spokesperson must ensure that their comments accurately reflect the official position and will of Council as a whole, even if the Member personally disagrees with Council's position.
- 5.5 Members have the right to express their personal opinions; however, in doing so, Members must state and reasonably ensure that it is not perceived as representing Council's opinion on a matter.
- 5.6 No Member shall make a statement when they know that statement is false.
- 5.7 No Member shall make a statement with the intent to mislead Council, Administration or members of the public, including the media.
- 5.8 This Bylaw applies to all forms of communication.

PART 6 – USE OF SOCIAL MEDIA

- 6.1 As with any other activity, Members must ensure their use of social media complies with the law, the requirements of this Bylaw, and any related bylaws or policies. This Bylaw applies to all communications a Member makes, regardless of the social media account or device from which the communication is made.
- 6.2 For the purpose of Part 6 of this Bylaw "**communications**" means any information submitted by a Member to a social media network or platform that is capable of being displayed using software or approved hardware such as text, images, links or other content and include a Member commenting on or sharing content created by other users of the social network or platform.

PART 7 - RESPECTING THE DECISION-MAKING PROCESS

- 7.1 Decision making authority lies with Council and not with any individual Member. Council may only act by bylaw or resolution passed at a Council meeting held in public at which there is a quorum present.
- 7.2 No Member shall attempt to bind the Town or give direction to Administration, agents, contractors, consultants or other service providers or prospective vendors to the Town.
- 7.3 Members shall conduct and convey Council business and all their duties in an open and transparent manner and in so doing, allow the public to view the process and rationale which was used to reach decisions and the reasons for taking certain actions, except those matters that are exceptions to disclosure required by FOIP.
- 7.4 Members shall accurately communicate the decisions of Council, even if they disagree with Council's decision, such that respect for the decision-making processes of Council is fostered.

PART 8 - ADHERENCE TO POLICIES, PROCEDURES AND BYLAWS

- 8.1 Members shall uphold the law established by the Parliament of Canada and the Legislature of Alberta and the bylaws, policies and procedures adopted by Council.
- 8.2 Members shall respect the Town as an institution, its bylaws, policies and procedures and shall encourage public respect for the Town, its bylaws and policies.
- 8.3 Members must not encourage disobedience of any bylaw or policy of the Town in responding to a member of the public, as this undermines public confidence in the Town and in the rule of law.

PART 9 - RESPECTFUL INTERACTIONS WITH COUNCIL MEMBERS, STAFF, THE PUBLIC AND OTHERS

- 9.1 Members shall act in a manner that demonstrates fairness, respect for individual differences and opinions, and an intention to work together for the common good and in furtherance of the public interest.
- 9.2 Members shall treat one another, employees of the Town and members of the public with courtesy, dignity and respect and without abuse, bullying or intimidation.
- 9.3 No Member shall use indecent, abusive, or insulting words or expressions toward another member, any employee of the Municipality, or any member of the public.
- 9.4 No Member shall speak or conduct themselves in a manner that is discriminatory to any individual based on the person's race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation.
- 9.5 Members shall respect the fact that Administration is charged with making decisions and recommendations based on their professional expertise and a corporate perspective and Members must refrain from applying undue influence on Administration.
- 9.6 Members shall only seek information about the operation and administration of the Town from the CAO or any person the CAO delegates to provide such information to Members.
- 9.7 Members must not:
- (a) involve themselves in matters of Administration, which fall within the jurisdiction of the CAO;
 - (b) use, or attempt to use, their authority or influence for the purpose of intimidating, threatening, coercing, commanding, or influencing any employee of the Town with the intent of interfering in the employee's duties; or
 - (c) maliciously or falsely injure the professional or ethical reputation or the prospects or practice of employees of the Town.

PART 10 - CONFIDENTIAL INFORMATION

- 10.1 Members must keep in confidence matters discussed in private at a Council or Council committee meeting until the matter is discussed at a meeting held in public.
- 10.2 In the course of their duties, Members may become privy to confidential information received outside of a closed session meeting. Members must not:
- (a) disclose or release by any means to any member of the public, including the media, any confidential information acquired by virtue of their office, unless the disclosure is required by law or authorized by Council or the Council Committee;
 - (b) access or attempt to gain access to confidential information in the custody or control of the Town unless it is necessary for the performance of the Member's duties and is not otherwise prohibited by Council or the Council Committee, and only then if the information is acquired through appropriate channels in accordance with applicable Council bylaws and policies; or
- 10.3 Members shall not use confidential information for personal benefit or for the benefit of any other individual organization.
- 10.4 Confidential information includes information in the possession of, or received in confidence by the Town that the Town is prohibited from disclosing pursuant to legislation, court order or by contract, or is required to refuse to disclose, under FOIP or any other legislation, or any other information that pertains to the business of the Town, and is generally considered to be of a confidential nature, including but not limited to information concerning:
- (a) the security of the property of the Town;
 - (b) a proposed or pending acquisition or disposition of land or other property;
 - (c) a tender that has or will be issued but has not been awarded;
 - (d) Contract negotiations;
 - (e) employment and labour relations;
 - (f) draft documents and legal instruments, including report, policies, bylaws, and resolutions, that have not been the subject matter of deliberation in a meeting open to the public;
 - (g) law enforcement matters;
 - (h) litigation or potential litigation, including matters before administrative tribunals; and
 - (i) advice that is subject to solicitor-client privilege.

PART 11 - CONFLICTS OF INTEREST

- 11.1 Members have a statutory duty to comply with the pecuniary interest provisions set out in Part 5, Division 6 of the Act and a corresponding duty to vote unless required or permitted to abstain under the Act or another enactment.
- 11.2 Members are to be free from undue influence and not act or appear to act in order to gain financial or other benefits for themselves, family, friends or associates, business or otherwise.
- 11.3 Members shall approach decision-making with an open mind that is capable of persuasion.
- 11.4 It is the individual responsibility of Members to assess their pecuniary or other conflicts of interest and they may need to seek independent legal advice, at their sole expense.

PART 12 - IMPROPER USE OF INFLUENCE

- 12.1 No Member shall use the influence of the Member's office for any purpose other than for the exercise of the Member's official duties.
- 12.2 No Member shall act as a paid agent to advocate on behalf of any individual, organization or corporate entity before Council or a Council Committee or any other body established by Council.

- 12.3 Members shall not contact or otherwise attempt to influence members of any adjudicative body regarding any matter before it relating to the Town.
- 12.4 Members shall refrain from using their positions to obtain employment with the Town for themselves, family members or close associates. Members are ineligible to apply or be considered for any position with the Town while they hold their elected position.

PART 13 - USE OF MUNICIPAL ASSETS AND SERVICES

- 13.1 Members may use Town property, equipment, services, supplies and Administrative resources ("**Town Assets**") only for the performance of their duties as a Member, subject to the following:
- (a) Town Assets that are available to the general public may be used by a Member for personal use on the same terms and conditions as members of the general public, including booking and payment of any applicable fees or charges; and
 - (b) electronic communication devices, including but not limited to desktop computers, laptops, tablets, and smartphones, which are supplied by the Town to a Member, may be used by the Member for personal use, provided that the use is not for personal gain and is in accordance with this Bylaw.
- 13.2 All electronic communications, documents and materials created, viewed, shared and stored on electronic communication devices supplied or paid for by the Town are subject to FOIP and may be inspected, traced, retrieved and logged as part of an investigation pursuant to this Bylaw or any other relevant legislation and Members are required to provide any electronic device supplied or paid for by the Town and facilitate access to the electronic device and to any electronic accounts created by the Town or used for municipal purposes by the Member for investigation purposes.
- 13.3 Upon a Member ceasing to hold office or upon the expiry or revocation of a Member's appointment to a Council Committee, as applicable, a Member must immediately deliver to the CAO any items, including but not limited to, records, accounts, papers, money or property in the Member's possession or under the Member's control.

PART 14 - ORIENTATION AND OTHER TRAINING ATTENDANCE

- 14.1 Every Member must attend the orientation and other training offered by the Municipality in accordance with the Act.
- 14.2 Unless excused by Council, Members must attend any other training organized at the direction of Council.
- 14.3 Members must attend any orientation or other training provided for any Council Committee or board they are appointed to by Council.

PART 15 – GIFTS AND HOSPITALITY

- 15.1 Members shall not accept gifts, hospitality or other benefits that would, to a reasonable member of the public, appear to be in gratitude for influence, to induce influence, or otherwise to go beyond the necessary and appropriate public functions involved.
- 15.2 Gifts received by a Member on behalf of the Town as a matter of official protocol which have significance or historical value for the Town shall be left with the Town when the Member ceases to hold office.
- 15.3 Members are not precluded from accepting:
- (a) rewards, gifts, or benefits not connected with the performance or duties of office;
 - (b) reasonable quantities of food and beverages at banquets, receptions, ceremonies or similar events;
 - (c) service provided without compensation by persons volunteering their time;
 - (d) food, lodging, transportation, and entertainment provided by other levels of government or by other local government, boards, or commissions;

- (e) a reimbursement of expenses incurred in the performance of duties or office;
- (f) token gifts such as souvenirs, mementos, and commemorative gifts that are given in recognition of service or attending an event; or
- (g) gifts that are received as an incident of protocol or social obligation that normally and reasonably accompany the responsibility of office.

PART 16 – ELECTION CAMPAIGNS

16.1 No Member shall use any facilities, equipment, supplies, services, municipal logo, or other resources of the Town for any election campaign or campaign-related activity.

PART 17 - INFORMAL COMPLAINT PROCESS

17.1 Any Member who has been advised by a member of the public or has themselves identified or witnessed conduct by another Member (the “**Other Member**”) that the Member reasonably believes, in good faith, is a contravention of this Bylaw, may address the alleged breach by either one or both of the following:

- (a) advising the Other Member that the conduct violates this Bylaw and encouraging the Other Member to stop; or
- (b) requesting the Mayor to assist in an informal discussion of the alleged breach with the Other Member in an attempt to resolve the issue. In the event that the Mayor is the subject of, or is implicated in an alleged contravention of this Bylaw, the Member may request the assistance of the Deputy Mayor. In the event that the Mayor and Deputy Mayor are the subject of, or are implicated in, alleged contravention of this Bylaw, the Member may request the assistance of the next scheduled appointed Deputy Mayor.

17.2 Members are encouraged to pursue this informal complaint procedure as the first means of remedying conduct that they believe breaches this Bylaw. However, a Member is not required to complete this informal complaint procedure prior to pursuing the formal complaint procedure outlined below.

17.3 In order to facilitate meaningful resolution, all persons involved in the informal complaint process will maintain confidentiality.

PART 18 - FORMAL COMPLAINT PROCEDURE

18.1 Any person who has identified or witnessed conduct by a Member, that they believe, in good faith, is in contravention of this Bylaw may submit a formal complaint as outlined below.

18.2 In this Part, the term Mayor should be substituted by the term Deputy Mayor if the complaint involves the Mayor and further substituted by the term the next appointed Deputy Mayor if the complaint involves both the Mayor and Deputy Mayor.

18.3 All formal complaints shall:

- (a) be made in writing;
- (b) be dated;
- (c) include the name of the Member alleged to have contravened the Bylaw;
- (d) include reasonable and probable grounds for the allegation that a Member has contravened this Bylaw, including a detailed description of the facts, as they are known and the names of any witnesses;
- (e) include the Complainant’s full name and contact information - anonymous complaint shall not be accepted or investigated; and
- (f) be addressed to the Mayor.

18.4 Complaints that do not comply with Section 18.3 will not be considered and are required to remain confidential.

18.5 Complaints that meet the criteria in Section 18.3 shall be provided to the Respondent and kept confidential.

18.6 Complaints that name more than one Member may be treated as separate complaints. Multiple complaints about a Member may be addressed collectively.

18.7 On receipt of a complaint, the Mayor will, within seven (7) business days of receipt of the complaint, schedule a closed session item at the first Council meeting for Council to review and complete an initial assessment, excluding the Respondent and the Complainant, if the Complainant is a Member. If a Council meeting does not occur within the seven (7) business days the Mayor will schedule a Special Meeting of Council to review and complete an initial assessment. Complaints that:

- (a) are not about a current Member;
- (b) allege a violation of the Act or FOIP;
- (c) allege a contravention of this Bylaw that has already been the subject of a prior complaint fully addressed by Council;
- (d) allege criminal activity; or
- (e) are more properly covered by other applicable legislative appeal, complaint or court processes;

will be summarily refused in writing with reasons provided to the Complainant, Respondent and Council but will be otherwise confidential. The decision of Council is final.

18.8 A complaint must be received no later than 60 days after the date on which the conduct occurred that gave rise to the complaint or the Complainant became aware of the conduct that gave rise to the complaint. Council may proceed with a complaint submitted after 60 days if, in the opinion of Council, it is in the best interest of the public and/or the Town to proceed with an investigation outside of this time period.

18.9 If Council is of the opinion that a complaint:

- (a) is not about a current Member;
- (b) is frivolous or vexatious;
- (c) is not made in good faith;
- (d) has no grounds or insufficient grounds for investigating;
- (e) is more appropriately addressed by another applicable legislative appeal, complaint and court process;
- (f) alleges criminal activity;
- (g) alleges a violation of the Act or FOIP; or
- (h) alleges a contravention of this Bylaw that has already been the subject of a prior complaint fully addressed by Council;

Council may choose not to have the complaint investigated, or, if already commenced, may terminate any investigation, or may dispose of the complaint in a summary manner. The Complainant and the Respondent shall be advised by the Mayor in writing of any such decision with reasons.

18.10 If Council decides to investigate the complaint, Council may by resolution direct the CAO to retain an investigator or Council may establish an ad hoc committee to conduct the investigation.

18.11 Best efforts will be made by the Investigator to maintain confidentiality over the complaint and investigation process.

18.12 The Investigator will advise the Respondent and the Complainant of the next steps in the investigation, including when the Respondent and Complainant may provide information to the Investigator.

18.13 The Investigator shall take reasonable steps to attempt to conclude any investigation within 60 days of the date upon which a complaint is provided to the Investigator.

- 18.14 Upon completion of the investigation, the Investigator shall provide a written report to Council and the Respondent, summarizing the investigation process, the evidence gathered, and the conclusions about the alleged breach, which may include recommendations as to sanctions, that may be imposed by Council.
- 18.15 The Respondent shall be afforded procedural fairness, including an opportunity to respond to the Investigator's report before Council deliberates and makes any decision or imposes any sanction. The Mayor will advise the Respondent when the Respondent will have the opportunity to respond to Council in closed session.
- 18.16 Council, in closed session, excluding the Member and the Complainant if the Complainant is a Member, shall, after reviewing the Investigator's report and any submissions from the Respondent, deliberate on the complaint and determine if there was a breach of the Bylaw and if so, whether or not to impose sanctions. Council will make a resolution in open session and the Mayor will advise the Respondent and the Complainant in writing of Council's decision.
- 18.17 After Council has made a resolution on the complaint, the investigation reports and the related resolution of Council shall be posted on the Town's website, in accordance with FOIP.

PART 19 - COMPLIANCE AND ENFORCEMENT

- 19.1 Members shall uphold the letter and the spirit of intent of this Bylaw.
- 19.2 Members are expected to cooperate in every way possible in securing compliance with the application and enforcement of this Bylaw.
- 19.3 No Member shall:
- (a) undertake any act of reprisal or threaten reprisal against a Complainant or any other person for providing relevant information to the Investigator; or
 - (b) obstruct the Investigator, in carrying out the objectives or requirements of this Bylaw.
- 19.4 Sanctions that may be imposed on a Member, by Council, upon a finding that the member has breached this Bylaw may include:
- (a) a letter of reprimand addressed to the Member;
 - (b) requesting the Member to issue a letter of apology;
 - (c) publication of a letter of reprimand or request for apology and the Member's response;
 - (d) a requirement to attend training;
 - (e) suspension or removal of the appointment of a Member as the Deputy Mayor or Acting Mayor under Section 152 of the Act;
 - (f) suspension or removal of the chief elected official's presiding duties under Section 154 of the Act;
 - (g) suspension or removal of the Mayor's presiding duties under Section 154 of the Act;
 - (h) suspension or removal from some or all Council Committees and bodies to which council has the right to appoint Members;
 - (i) reduction or suspension of remuneration as defined in Section 275.1 of the Act corresponding to a reduction in duties, excluding allowances for attendance at council meetings;
 - (j) any other sanction Council deems reasonable and appropriate in the circumstances provided that the sanction does not prevent a Member from fulfilling the legislated duties of a Member and the sanction is not contrary to the Act.

PART 20 – REVIEW

20.1 This Bylaw shall be brought forward for review at the beginning of each term of Council, when relevant legislation is amended, and at any other time that Council considers appropriate to ensure that it remains current and continues to accurately reflect the standards of ethical conduct expected of Members.

PART 21 - DATE OF FORCE

21.1 That this Bylaw shall come into effect, upon the date on which it is finally read and passed.

PART 22– REPEAL

22.1 Bylaw 1278.23 – Council Code of Conduct Bylaw, and any amendments thereto, are hereby repealed.

READ for the first time this _____ day of _____, 2024.

(RES.)

MAYOR JAMIE HOOVER

CAO KIM ISAAK

READ for the second time this _____ day of _____, 2024.

(RES.)

MAYOR JAMIE HOOVER

CAO KIM ISAAK

READ for the third time this _____ day of _____, 2024.

(RES.)

MAYOR JAMIE HOOVER

CAO KIM ISAAK

MEETING DATE: December 10, 2024

PREPARED BY: Kim Isaak, Chief Administrative Officer, on behalf of the Member at Large Review Panel

PRESENTED BY: Kim Isaak, Chief Administrative Officer, on behalf of the Member at Large Review Panel

SUBJECT: **2025 Member at Large Appointments**

BACKGROUND

As a result of the Council Committee Audit, it was determined that Member at Large Appointments would be changed to run with the calendar year as opposed to from the Organizational Meeting of Council in one year to the Organizational Meeting in the following year. In addition, a Member at Large Review Panel of Council was established to conduct the interviews and make recommendations to Council on the appointments to the various Council Boards, Committees, and Commission.

The Member at Large Review Panel, which consists of Mayor Hoover, Deputy Mayor Sands, Councillor Dennis, and Councillor Appel, as alternate, conducted interviews over the last several weeks and are bringing forward their recommendations to Council for the various appointments.

DISCUSSION

The Member at Large Review Panel is recommending that Council approve the attached schedule that outlines the 2025 Member at Large appointments to the various Council Boards, Committees, and Commission.

FINANCIAL IMPLICATIONS

None

ADMINISTRATIVE RECOMMENDATION

That Council considers the following motion:

1. That Council approve the 2025 Member at Large Schedule of appointments to the various Council Boards, Committees, and Commission as outlined in the schedule.

ALTERNATIVES

- a) That Council refer 2025 Member at Large Appointments back to Administration and the Member at Large Review Panel for additional information.

ATTACHMENTS

- *2025 Member at Large Appointment Schedule*

APPROVALS



Kim Isaak,
Chief Administrative Officer

Department Director/Author

2025 Town of Blackfalds Member at Large Appointments			
Name	Appointment Date	Appointment Expiry	MAL Appointment
Economic Development and Tourism Advisory Committee	January 1, 2025	December 31, 2026	Darlington Etaje Justine Loshny Denise Sumner Kyle Braithwaite Reina Lemieux Robert Hogan Trent Kroetsch
Family and Community Support Services	January 1, 2025	December 31, 2027	Aaron Hoyte Gloricel Cavago Heather Johnson Kimberly Burrell Dena Thomas
Library Board	January 1, 2025	December 31, 2027 December 31, 2026 December 31, 2026	Peter Gomes Richard Poole Ray Olfert
Blackfalds and District Recreation, Culture and Parks Board	January 1, 2025	December 31, 2027	Trent Kroetsch Shauna Sawchuk
Policing Committee	January 1, 2025	December 31, 2027	Sheila Giffin
Municipal Planning Commission	January 1, 2025	December 31, 2025	Alejandro Garcia Miranda Kara Hubbard

MEETING DATE: December 10, 2024
PREPARED BY: Kim Isaak, Chief Administrative Officer
PRESENTED BY: Kim Isaak, Chief Administrative Officer
SUBJECT: **Appointment of Returning Officer**

BACKGROUND

Municipal Elections are governed by the *Local Authorities Election Act* (“**LAEA**”). The 2025 Municipal General Election will be held on October 20, 2025. As the Nomination Period for the 2025 Municipal General Election will commence on January 1, 2025, the appointment of the Returning Officer must be in place to accept nominations.

Administration is currently working on the nomination package and will post notice of the availability of packages as soon as they are prepared. Reports on additional election considerations, such as Advance Voting Days and Special Ballots, will be brought forward later.

As with previous Municipal General Elections, the Town will be providing election services to the Wolf Creek School Division.

DISCUSSION

Administration is recommending that Danielle Nealon, Executive and Legislative Coordinator, be appointed as the Returning Officer for the 2025 Municipal General Election and Darolee Bouteiller, Finance Manager, be appointed as the Substitute Returning Officer.

FINANCIAL IMPLICATIONS

\$40,000 has been allocated in the 2025 Operating Budget for the Municipal General Election.

ADMINISTRATIVE RECOMMENDATION

That Council consider the following motion:

1. That Council appoint Danielle Nealon, Executive and Legislative Coordinator, as the Returning Officer and Darolee Bouteiller, Finance Manager, as the Assistant Returning Officer for the 2025 Municipal General Election, and if Danielle Nealon becomes incapable of carrying out her duties, that Darolee Bouteiller, be appointed to act in place of the Returning Officer.


ALTERNATIVES

- a) That Council refer the Appointment of Returning Officer back to Administration.

ATTACHMENTS

None

APPROVALS



Kim Isaak,
Chief Administrative Officer

Department Director/Author

MEETING DATE: December 10, 2024

PREPARED BY: Danielle Nealon, Executive & Legislative Coordinator

PRESENTED BY: Danielle Nealon, Executive & Legislative Coordinator

SUBJECT: **Bylaw 1321.24 - Elections Bylaw**

BACKGROUND

At the Regular Council Meeting of November 26, 2024, a report was brought forward of the effects of Bill 20 which resulted in some significant changes to the *Local Authorities Election Act* (“**LAEA**”). The most significant and noted changes were the removal of voting tabulators for the 2025 Municipal General Election, the requirement for a municipality to use a permanent electors register voting list provided by Elections Alberta and allowing municipalities to require criminal record checks to be submitted with a candidate's nomination package.

Through the report, Administration requested Council's direction on whether or not the Town of Blackfalds should require criminal record checks to be submitted with a candidate nomination package; if the decision was to require them, it must be done through bylaw by December 31, 2024.

It was indicated that Administration had been monitoring how other municipalities are managing this, and while there have been some that are implementing this new provision, there are many more that have chosen not to.

Since the report was brought before Council there have been additional expanded reasons that these municipalities have cited for not including the criminal record check provision as follows:

- Pursuant to Section 23.1 of the LAEA, a candidate is disqualified and becomes ineligible to continue as a candidate in an election if the candidate is convicted of an offence punishable by imprisonment for 5 or more years or is convicted of an offence under sections 123, 124, or 125 of the *Criminal Code* of Canada or uses or expends a contribution in contravention of section 147.23 of the LAEA.
- The LAEA requires nominations to include a sworn or affirmed written acceptance by the candidate that the individual is eligible to be elected to office and noting that it is an offence to sign a false affidavit or a form that contains false information.
- Having a criminal record doesn't automatically disqualify a candidate from running for office but may cause discrimination and stigmatization.
- Criminal record checks are not straightforward or standardized and are often ambiguous and difficult to interpret. There would be many instances where it would not be completely helpful information for an elector to try to figure out.
- Quoting Red Deer's City Solicitor, "This opens up the returning officer to fielding a lot of questions, which she will have no ability to fully interpret. "We do not want to get in the business of interpreting a criminal record check". ¹
- Section 28(6.2) of the LAEA requires a municipality that has included the requirement for a criminal record check to be submitted with the nomination forms, if requested by the public, must not withhold or redact the criminal record check provided by the candidate, except for the mailing address, even if it were in the opinion of the Returning Officer the information would compromise the personal safety of candidates. This appears to contravene the FOIP Act.

- Over-reliance on criminal record checks can undermine public trust, especially if the process lacks transparency or is perceived as unfair.
- Criminal record checks are separate from vulnerable sector checks.
- MP and MLA candidates are not required to undergo criminal record checks.
- Criminal record checks are only as good as the date they are received. Criminal record checks include information that is available to police services at the time the check is being processed. There is no guarantee that the information will still be accurate and complete within a few months, weeks or even days. ²
- If manual processing is involved and/or if there is a possible match to a criminal record, it could take 120 business days. In some cases, more time may be required due to the submission of incomplete information or in an effort to clarify parts of the application with local police. ³

Administration indicated that it does not see any relative value in including the requirement of a criminal record check with the nomination package, considering factors cited by other municipalities. However, if it was the wish of Council, Administration would proceed with the drafting of a bylaw that requires a candidate to provide a criminal record check with their nomination package.

Following the presentation of the report, Council provided direction to Administration to draft a bylaw to include criminal record checks with nominations for Municipal Elections.

DISCUSSION

As per the direction of Council to include the requirement for a candidate to provide a criminal record check with nominations, Administration has drafted the Elections Bylaw before you to include criminal record checks accompanying nominations for Municipal Elections.

Attached for Council's information is a sample Release of Results of Criminal Record Check with an example of the information that would be redacted and the information that would remain when requested by the public.

Administration has additionally considered the implications resulting from Bill 20 - *Municipal Affairs Statutes Amendment Act, 2024* when drafting the Bylaw and in addition to the requirement for criminal record checks, other notable changes to the Elections Bylaw include the following:

- Requirement for Candidate to Provide Notice of Intent to Run;
- Removal of the Voting Tabulators;
- Addition of the Requirement of a Permanent Electors Register;
- Expanded use of Special Ballots; and
- Rules for Scrutineers.

It should be noted that the Province has not yet provided election training to municipalities, and therefore, there may be provisions within the Elections Bylaw that may need to be amended if new information is realized through the training process or if regulations are released.

Additionally, in accordance with Section 21.1 of the LAEA, the Bylaw will need to be passed by Council prior to December 31, 2024, to require criminal record checks with nominations for the 2025 Municipal General Election.

FINANCIAL IMPLICATIONS

\$40,000 has been allocated in the 2025 Operating Budget for the 2025 Municipal General Election.

Additional legal advice and training for the Returning Officer and Substitute Returning Officer or other Deputy may be required to ensure proper use and disclosure of criminal record checks when requested by the public.

ADMINISTRATIVE RECOMMENDATION

That Council consider the following motions:

1. That Council give First Reading to Bylaw 1321.24 – Elections Bylaw, as presented.
2. That Council give Second Reading to Bylaw 1321.24 – Elections Bylaw, as presented.
3. That Council give unanimous consent to proceed to Third Reading of Bylaw 1321.24 –Elections Bylaw, as presented.
4. That Council give Third Reading to Bylaw 1321.24 – Elections Bylaw, as presented.

OR

5. That Council postpone Bylaw 1321.24 – Elections Bylaw until after the Province has provided training for the 2025 Municipal General Election.

ALTERNATIVES

- a) That Council refer 1321.24 - Elections Bylaw back to Administration for additional information.

ATTACHMENTS

- *Bylaw 1321.24 - Elections Bylaw*
- *Sample Release of Results Criminal Record Check*
- *Bylaw 1251.20 – Municipal Elections Bylaw*
- *Bylaw 1260.21 – Election Bylaw Amendment*
- *Bylaw 1263.21 – Municipal By-election Bylaw*

APPROVALS

Kim Isaak,
Chief Administrative Officer



Department Director/Author

BEING A BYLAW OF THE TOWN OF BLACKFALDS IN THE PROVINCE OF ALBERTA TO PROVIDE FOR ELECTIONS IN THE TOWN OF BLACKFALDS

A Bylaw of the Town of Blackfalds, in the Province of Alberta, pursuant to the provisions of the *Municipal Government Act*, being Chapter M 26.1 of the Revised Statutes of Alberta, 2000 and amendments thereto, for the purpose of providing for municipal elections and school trustee elections within the Town of Blackfalds boundaries.

WHEREAS the *Local Authorities Election Act*, RSA 2000, Chapter L-21, as amended, provides for the holding of local elections by municipalities.

WHEREAS, pursuant to the authority of the *Local Authorities Election Act*, RSA. 20, c. L-21, and amendments thereto, Council may establish election procedures by bylaw;

WHEREAS, it is the desire of the Council of the Town of Blackfalds to establish election procedures to address matters within the discretion of elected authorities under the *Local Authorities Election Act*.

WHEREAS, if a provision of this Bylaw conflicts with the provisions of the *Local Authorities Election Act*, the provisions of the *Local Authorities Election Act* take precedence.

NOW THEREFORE, the Municipal Council of the Town of Blackfalds, duly assembled hereby enacts:

PART 1 – TITLE

- 1.1 That this Bylaw shall be cited as the “**Elections Bylaw**”.

PART 2 – DEFINITIONS

- 2.1 In this Bylaw:

- (a) “**Act**” means the *Local Authorities Election Act*, RSA. 2000, c. L-21 and any amendments thereto, together with any regulations made thereunder.
- (b) “**Advance Vote**” means a vote taken in advance of an Election Day.
- (c) “**Ballot**” means a paper Ballot presented to an Elector on which is printed the office to be voted on, the names of the candidates, the bylaw name and the number or the questions, if any, and containing spaces in which the Elector is to mark their vote.
- (d) “**Ballot Box**” means a container for Ballots that have been marked by the Elector.
- (e) “**Candidate**” means an individual who has been nominated to run for Election in a local jurisdiction as a councillor or school board trustee as prescribed by the Act.
- (f) “**Council**” means the Council of the Town of Blackfalds.
- (g) “**Criminal Record Check**” means a Criminal Record Check that is conducted by a police service operating in Alberta, such as the Royal Canadian Mounted Police and cannot be conducted by a third-party Criminal Record Check provider; and further that, at a minimum, shows the Candidate’s past criminal convictions, if any.
- (h) “**Election**” means a general election, first election, by-election and a vote on a bylaw or question.
- (i) “**Election Day**” means as prescribed in the *Local Authorities Election Act*, which means the day fixed for voting in an Election.
- (j) “**Elector**” means a person eligible to vote in an Election in accordance with the Act.
- (k) “**Institutional Vote**” means a vote that is provided for a person who is confined to a treatment centre in the Town or is a resident in a supportive living facility in the Town.

- (l) “**Judicial Recount**” means a recount of votes that is ordered by the Court in accordance with Part 4 of the Act.
- (m) “**Nomination Day**” means, in accordance with the Act, the day four (4) weeks prior to Election Day of an Election year.
- (n) “**Official Agent**” means a person who has been appointed as an Official Agent on the Candidate’s nomination form in accordance with the Act.
- (o) “**Permanent Electors Register**” means a Permanent Electors Register of the residents of the Town of Blackfalds who are eligible to vote that is compiled and revised primarily using information from the Chief Electoral Officer.
- (p) “**Presiding Deputy**” means a deputy who has been appointed as a Presiding Deputy pursuant to Section 14(1) of the Act by the Returning Officer.
- (q) “**Returning Officer**” means a person appointed by Council resolution and pursuant to Section 13(1) of the Act as a Returning Officer and includes a person acting in the Returning Officer’s place, also known as the Substitute Returning Officer.
- (r) “**Scrutineer**” means a person recognized or appointed to represent a Candidate in accordance with the Act.
- (s) “**Special Ballot**” means a Ballot that an Elector can request when they are unable to attend an Advance Vote or on voting day.
- (t) “**Substitute Returning Officer**” means a person who is appointed to act in the Returning Officer’s place pursuant to Section 13(2.1) of the Act.
- (u) “**Town**” means the municipal corporation of the Town of Blackfalds in the Province of Alberta.
- (v) “**Voting Station**” means the location where Electors cast their Ballot vote.

PART 3 - APPLICATION

- 3.1 This Bylaw shall apply to all Elections conducted in the Town in accordance with the Act, which includes general elections, by-elections and votes on a bylaw or question in accordance with the Act.

PART 4 - APPOINTMENT, POWERS AND DUTIES OF THE RETURNING OFFICER

- 4.1 In accordance with Section 13(1) of the Act, Council shall appoint, by resolution, an individual to act as Returning Officer for the purposes of conducting an Election on behalf of the Town.
- 4.2 In accordance with Section 13(2.1) of the Act, Council must appoint, by resolution, an individual to act as a Substitute Returning Officer for the purposes of conducting an Election on behalf of the Town.
- 4.3 The Returning Officer shall perform and exercise all the duties under this Bylaw and as set out in Section 14(1) of the Act.
- 4.4 The Returning Officer may delegate any of their powers or duties to a constable, Presiding Deputy, or deputy pursuant to Section 14(3) of the Act.
- 4.5 The Substitute Returning Officer is responsible for exercising all the duties, functions, and powers of a Returning Officer under this Bylaw and the Act when the Returning Officer is incapable of performing those duties, functions, and powers.
- 4.6 When acting as the Returning Officer, the Substitute Returning Officer may delegate any of their powers or duties to a constable, Presiding Deputy, or deputy pursuant to Section 14(3) of the Act.
- 4.7 Pursuant to the Act, the Returning Officer must be independent and impartial when performing their duties pursuant to Section 13.1(1).
- 4.8 No person may obstruct or attempt to influence the Returning Officer in the performance of their duties pursuant to Section 13.1(2) of the Act.

- 4.9 In accordance with Section 13(3) of the Act, the following individuals are ineligible to be appointed as the Returning Officer or the Substitute Returning Officer:
- 4.9.1 a Candidate; or
 - 4.9.2 a Candidate's spouse, adult interdependent partner, child, parent, or sibling.

PART 5 - DUTIES OF THE PRESIDING DEPUTIES

- 5.1 Presiding Deputies, who the Returning Officer appoints, are responsible for performing the duties as prescribed under Section 14(1) of the Act and any other duties that are assigned to them by the Returning Officer.
- 5.2 Pursuant to Section 15(1) of the Act, the Presiding Deputies are charged with maintaining the peace at Voting Stations and, with the approval of the Returning Officer, may appoint a constable to maintain order and peace at a Voting Station.
- 5.3 Presiding Deputies may request a police officer to attend the Voting Station and assist the Presiding Deputies for the purpose of maintaining order, preserving or preventing any breach of the public peace, or removing any person who, in the opinion of the Presiding Deputy, is obstructing voting or contravening the Act or this Bylaw.

PART 6 - NOMINATIONS

6.1 General Election

Nominations must be submitted in person to the Returning Officer or designate during the Town's regular business hours within the nomination period as set out in Section 28(1) of the Act until 12:00 PM noon on Nomination Day.

6.2 By-Election

Nominations must be submitted in person to the Returning Officer or designate during the Town's regular business hours within the period beginning on the day after a Council resolution to set an Election Day for the by-election until 12:00 PM noon on Nomination Day.

Nomination Day

- 6.3 Nomination Day is four (4) weeks prior to Election Day.

6.4 Notice of Nomination Day

The Returning Officer or designate shall give notice of Nomination Day in the prescribed form by publishing a notice at least once a week in each of the 2 weeks before Nomination Day in accordance with Section 26(1) of the Act.

6.5 Notice of Intent

Any individual who intends to be nominated or has been nominated to run for an Election as a Candidate must submit a written notice in the prescribed form to the municipal office addressed to the Returning Officer that the individual intends to be or has been nominated for an Election.

6.6 Form of Nomination

Every nomination of a Candidate must:

- 6.6.1 include written notice of intent in accordance with Section 147.22(2) of the Act and 6.5 of this Bylaw, if not already submitted prior to submitting nomination papers.
- 6.6.2 be in the prescribed form and signed by at least five (5) Electors who are eligible to vote in that Election and are residents of the Town on the date of signing the nomination.
- 6.6.3 be accompanied with a sworn or affirmed written acceptance by the person nominated in the prescribed form.
- 6.6.4 be accompanied with a Criminal Record Check, at the sole expense of the Candidate, completed within six (6) months of the date the nomination is submitted.

6.7 Receipt of Nominations

Nominations shall be received by the Returning Officer or designate at the Town of Blackfalds municipal office:

- 6.7.1 located at the Civic Cultural Centre, 5018 Waghorn Street, Blackfalds, Alberta.
- 6.7.2 during regular business hours of 8:30 a.m. to 4:30 p.m. (excluding all statutory holidays or events where the Civic Cultural Centre may be closed).
- 6.7.3 The Returning Officer may redact any personal information in nomination papers but not the Criminal Records Checks. In accordance with Section 28(6.2) of the Act, the Candidate's Criminal Record Check will be made available, and the results of the Criminal Record Check shall not be withheld or redacted, that in the opinion of the Returning Officer, would compromise the personal safety of Candidates as provided for in section 28(6.1)(b) of the Act.
- 6.7.4 Filed nomination papers will be retained until the term of office to which the nomination papers relate has expired pursuant to Section 34(4) of the Act.
- 6.7.5 Twenty-four (24) hours after the close of nominations on Nomination Day, the Returning Officer shall, as soon as possible, sign a statement showing the name of each nominated Candidate and any information about the Candidate which has been consented to be disclosed to the Minister's Deputy Minister, in accordance with Section 28(8) of the Act.
- 6.7.6 Within forty-eight (48) hours of the close of nominations on Nomination Day, the Returning Officer shall post the names of the Candidates who have been nominated and the offices for which they were nominated on the Town's website, in accordance with Section 28(10) of the Act.

6.8 Withdrawal of Nomination

Nominations may be withdrawn at any time during the nomination period for an Election or within twenty-four 24 hours after the close of the nomination period, subject to Section 32(2) of the Act and are effective on the date that the Returning Officer receives the withdrawal.

- 6.8.1 Nomination withdrawals are to be submitted to the Returning Officer:
 - (i) in writing, delivered to the municipal office during regular business hours; or
 - (ii) by email, addressed to the Returning Officer; or
 - (iii) by another method to the satisfaction of the Returning Officer.

PART 7 - DEATH OF CANDIDATE

- 7.1 If a Candidate dies after being nominated but before the opening of the Voting Station during the Advance Vote or on Election Day, the Returning Officer will provide notice of the Candidate's death in a conspicuous location at the Voting Stations pursuant to Section 33(2) of the Act.

PART 8 – ELECTION BY ACCLAMATION

- 8.1 In accordance with Section 34(1) of the Act, if at the close of nominations, the number of persons nominated for any office is the same as the number required to be elected, the Returning Officer shall declare the Candidates nominated to be elected to the office for which they were nominated.

PART 9 – BALLOTS

- 9.1 Following Nomination Day, the Returning Officer will arrange for printing of Ballots and ensure a sufficient number of Ballots are printed.
- 9.2 Names on Ballots shall be listed in accordance with Section 43(2) of the Act.
- 9.3 If there is a vote on a bylaw or resolution, Council must, by resolution, determine the wording to be used on the Ballot. If Council does not determine the wording to be used on the Ballot, the Returning Officer will determine the wording to be used.

PART 10 – PERMANENT ELECTORS REGISTER

- 10.1 The Town must prepare a Permanent Electors Register of the residents of the Town who are eligible to vote that is complied with and revised primarily using the information received from the Chief Electoral Officer.
- 10.2 The Town may use any information contained or available to the Town in completing and revising the Permanent Elector Register to revise the Permanent Electors Register pursuant to Section 91.1(2) of the Act prior to destruction.
- 10.3 The Town must enter any information that is collected or obtained during an Election into the Permanent Electors Register.
- 10.4 The Permanent Electors Register may contain only the following information for each person included in the Permanent Electors Register pursuant to Section 49(5) of the Act:
- 10.4.1 the person's residential address and the mailing address, including postal codes, if the mailing address is different from the residential address;
 - 10.4.2 the surname, given name, and middle initial of the person;
 - 10.4.3 the day, month, and year of birth of the person;
 - 10.4.4 the residential phone number of the person;
 - 10.4.5 the gender of the person; and
 - 10.4.6 whether the person is a public school or a separate school resident.
- 10.5 Any persons who are not included in the Permanent Electors Register may submit an application to the Town in the prescribed form to be added to the Permanent Electors Register.
- 10.6 Any person who is included in the Permanent Electors Register that wishes to correct the information contained within the Permanent Electors Register may submit an application to the Town in the prescribed form to have their information corrected.
- 10.7 The Town shall only use the Permanent Electors Register and the information contained within it for purposes consistent with the Act and will not share the Permanent Electors Register or the information contained within it with the public, Candidates, Official Agents, or Scrutineers.
- 10.8 Pursuant to Section 49(8), no Candidate, Official Agent or Scrutineer shall take a photograph or make a copy of the Permanent Electors Register.

PART 11 - VOTING STATIONS AND HOURS

- 11.1 The Returning Officer shall designate the location of the Voting Station pursuant to Section 37(1) of the Act.
- 11.2 The Voting Station on Election Day and during the Advance Vote will be kept open continuously from 10 a.m. to 8 p.m.
- 11.3 If there is an Elector in the Voting Station who wishes to vote when a Voting Station is declared closed, the Elector shall be allowed to vote, but no other person will be allowed to enter the Voting Station for that purpose pursuant to Section 46(4) of the Act.

PART 12 – ADVANCE VOTING

- 12.1 The Town must provide for and conduct an Advance Vote as set out in Section 73(3) of the Act.
- 12.2 The Returning Officer must determine the days and hours when the Advance Vote will be held.
- 12.3 The Returning Officer shall give notice of the Advance Vote in accordance with Section 74(1) of the Act.

PART 13 – SPECIAL BALLOTS

- 13.1 Pursuant to Section 77.1(1) of the Act, an Elector whose name is contained within the Permanent Electors Registry who is unable to vote in an Advance Vote or at the Voting Station on Election Day may apply to the Town to vote by Special Ballot.
- 13.2 Electors may apply for a Special Ballot beginning on August 1 for a general Election, or on the date set by the Returning Officer for a by-Election or vote on a bylaw or question if they are unable to vote on Election Day or during an Advance Vote.
- 13.3 Electors who are included in the Permanent Electors Register may apply to the Returning Officer for a Special Ballot through one of the following methods:
- 13.3.1 in person at the municipal office during regular business hours;
 - 13.3.2 in writing delivered to the municipal office c/o the Returning Officer;
 - 13.3.3 by telephone; or
 - 13.3.4 another method to the satisfaction of the Returning Officer.
- 13.4 Electors who are not included in the Permanent Electors Register must first apply to be added to the Permanent Electors Register before applying for a Special Ballot or being issued a Special Ballot package as required by Section 77.1(1.1) of the Act.
- 13.5 The following information is required from Electors when applying for a Special Ballot under this Bylaw and the Act:
- 13.5.1 first and last name of the Elector;
 - 13.5.2 municipal address of the residence of the Elector;
 - 13.5.3 school Elector status, if the Elector is voting for a trustee of a board of a school division.
 - 13.5.4 mailing address to which the Special Ballot is to be sent; and
 - 13.5.5 contact telephone number,
 - 13.5.6 contact email address if the Elector is unavailable by telephone;
- 13.6 Upon receipt of an application for a Special Ballot that complies with the requirements of this Bylaw and the Act, the Returning Officer will issue the Elector with a Special Ballot package after the close of nominations on Nomination Day.
- 13.7 Unless otherwise resolved by Council, Special Ballot packages must be returned to the Returning Officer no later than 4:30 PM on Election Day pursuant to Section 77.21(2) of the Act. Should a Special Ballot package not be received before 4:30 PM on Election Day, the Special Ballot will be considered a rejected Ballot pursuant to Section 77.3 of the Act.

PART 14 - ELECTOR ASSISTANCE AT HOME

- 14.1 The Town may provide Elector assistance at home to Electors who are unable to attend a Voting Station on Election Day or during an Advance Vote because of a physical disability as provided for in Section 79(1) of the Act.
- 14.2 An Elector who meets the criteria set out in Section 79(1) of the Act must submit a request for Elector assistance at home at least forty-eight (48) hours before the end of the Advance Vote period, to have two (2) deputies attend at the Elector's residence in order to take the vote of the Elector.
- 14.3 If the Returning Officer is satisfied that the Elector is unable to attend a Voting Station due to a physical incapacity or mobility limitations, the Returning Officer will:
- 14.3.1 advise the Elector that the request has been accepted;
 - 14.3.2 appoint two deputies to attend at the Elector's residence; and
 - 14.3.3 inform the Elector of the date and approximate time that the deputies will attend the residence.

- 14.4 The Returning Officer, in their sole and unfettered discretion, may accept or reject requests for Elector assistance at home pursuant to Section 79(4) of the Act.

PART 15 - CONDUCT AND DUTIES OF SCRUTINEERS

- 15.1 Before a person is recognized or appointed as a Scrutineer and before they may perform the duties of a Scrutineer, the person must:
- 15.1.1 provide the Returning Officer or a Presiding Deputy with the written notice required by Section 69(1) of the Act for a general Election or by-Election; or
 - 15.1.2 provide the Returning Officer or a Presiding Deputy with the written request required by Section 70(1) of the Act for a vote on a bylaw or question; and
 - 15.1.3 subscribe to a statement in the prescribed form as required by Section 16(2) of the Act.
- 15.2 After a person is recognized or appointed as a Scrutineer, the Scrutineers must:
- 15.2.1 comply with the requirements of the Act;
 - 15.2.2 comply with the requirements of this Bylaw;
 - 15.2.3 comply with the direction of the Returning Officer or a Presiding Deputy; and
 - 15.2.4 perform their duties with integrity and respect and in a manner that is helpful and courteous to Electors, Election workers, other Scrutineers, the public, and anyone else involved in an Election.
- 15.3 No person may impede a Scrutineer from performing the duties of a Scrutineer pursuant to Section 69(7) of the Act; Scrutineers may:
- 15.3.1 observe the conduct of an Election, including the voting process and the counting process, from the location designated within a Voting Station by the Returning Officer or a Presiding Deputy pursuant to Section 69(5) or 70(4) of the Act;
 - 15.3.2 observe the sealing of Ballot Boxes at the opening of Voting Stations to ensure that Ballot Boxes are empty prior to the start of the voting process and observe the opening of Ballot Boxes prior to the start of the counting process to ensure that all Ballots have been removed from the Ballot Boxes to be counted;
 - 15.3.3 observe that each Ballot Box is opened and that the Ballots are counted within a Voting Station as provided for in Section 85(1) of the Act from the location designated by the Returning Officer or a Presiding Deputy;
 - 15.3.4 observe that each Special Ballot Box, Advance Vote Ballot Box, and Institutional Vote Ballot Box is opened and that all Ballots are counted at the counting centre as provided for in Section 85.1(5) of the Act from the location designated by the Returning Officer or a Presiding Deputy;
 - 15.3.5 observe recounts conducted by the Returning Officer pursuant to Section 98(2) of the Act or observe a Judicial Recount pursuant to Section 106(1) of the Act;
 - 15.3.6 request to view individual Elector registers when Election workers are not assisting Electors;
 - 15.3.7 request to view the names and addresses of Electors who have applied for and been provided Special Ballot packages pursuant to Section 77.1(4) of the Act when Election workers are not assisting Electors; and
 - 15.3.8 request a copy of the Ballot account as provided for in Section 89(2) of the Act and, if the Scrutineer desires, sign the Ballot account as provided for in Section 89(1) of the Act.

- 15.4 Scrutineers must not interfere with the orderly conduct of an Election, including interfering with the voting process or the counting process and therefore further must not:
- 15.4.1 engage in harassing or discriminatory behaviour or make abusive, derisive, threatening, or insulting statements or gestures to or about another person;
 - 15.4.2 engage in political campaigning or promotion for or against any Candidate, or for or against any position on a vote on a bylaw or question, within or outside of a Voting Station or the counting centre, including wearing any campaign materials such as buttons, hats, and t-shirts;
 - 15.4.3 view an Elector completing their Ballot, assist an Elector with completing their Ballot, vouch for an Elector pursuant to section 53(5) of the Act, or prevent an Elector from completing their Ballot;
 - 15.4.4 take photographs within a Voting Station or the counting centre, including photographs of the Permanent Electors Register, individual Elector registers, or the Special Ballot Elector register;
 - 15.4.5 make copies of, transcribe, or interfere with Election materials in a Voting Station or the counting centre, including the Permanent Electors Register, individual Elector registers, and the Special Ballot Elector register; and
 - 15.4.6 make or take phone calls in a Voting Station or the counting centre while they are within a Voting Station or the counting centre, including for the exchange of information between a Scrutineer and a Candidate or Official Agent.
- 15.5 If a Scrutineer does not comply with the requirements of this Bylaw, the Act, or the direction of the Returning Officer or a Presiding Deputy, the Returning Officer or a Presiding Deputy may issue the Scrutineer with a written warning concerning their conduct.
- 15.6 If a Scrutineer continues not to comply with the requirements of this Bylaw, the Act, or the direction of the Returning Officer or a Presiding Deputy, after receiving a written warning, the Returning Officer or a Presiding Deputy, constable or police officer may remove the Scrutineer from the Voting Station or counting centre.
- 15.7 Subject to section 15.3 of this Bylaw and pursuant to the Act, the Returning Officer or a Presiding Deputy must not:
- 15.7.1 allow a Candidate to have a Scrutineer or Official Agent present in a Voting Station or the counting centre while the Candidate is present in the Voting Station or counting centre pursuant to section 69(3) or 85.1(6) of the Act;
 - 15.7.2 allow a Candidate to have both an Official Agent and a Scrutineer present in a Voting Station or the counting centre at the same time pursuant to section 69(3.1) or 85.1(6) of the Act;
 - 15.7.3 for a vote on a bylaw or question, allow more than one Scrutineer for each side of the bylaw or question to be present in the Voting Station or the counting centre at the same time pursuant to Section 70(3) and 85.1(6) of the Act; or
 - 15.7.4 permit more than the Candidate or the Candidate's Official Agent or Scrutineer, or more than one Scrutineer for either side of a vote on any bylaw or question, to be present during the counting of Ballots pursuant to Section 85(2) of Act.

PART 16 - COUNTING OF VOTES

- 16.1 Immediately after the close of the Voting Station, the Presiding Deputy shall, in the presence of at least one and any additional officers that the deputy considers necessary, and the Candidates, Official Agents or Scrutineers shall ensure that each Ballot Box is opened and that the votes are counted, pursuant to Section 85(1) of the Act.

PART 17 - RECOUNT

17.1 The Returning Officer may make a recount of the votes cast in accordance with Sections 98(1) and 98(1.1) of the Act.

PART 18 - DATE OF FORCE AND REPEAL

18.1 That this Bylaw shall come into effect, upon the date on which it is finally read and passed.

18.2 That the Town of Blackfalds Bylaws 1251.20, 1260.21 and 1263.21 be repealed upon this Bylaw coming into effect.

READ for the first time this _____ day of _____, A.D. 20__.

(RES.)

MAYOR JAMIE HOOVER

CAO KIM ISAAK

READ for the second time this _____ day of _____, A.D. 20__.

(RES.)

MAYOR JAMIE HOOVER

CAO KIM ISAAK

READ for the third time this _____ day of _____, A.D. 20__.

(RES.)

MAYOR JAMIE HOOVER

CAO KIM ISAAK



Royal Canadian Gendarmerie royale
Mounted Police du Canada

PIB	CMP PPU 030
PIB	CMP PPU 005

Release of Results of Criminal Record Check

Reference Number
XXXXXXXXXX

Important Notices

- This information does not constitute a Certified Criminal Record by the RCMP.
- A Certified Criminal Record can only be issued based on the submission of fingerprints to the RCMP National Repository of Criminal Records.
- This information may not contain all criminal record convictions, or convictions and records related to "young persons" pursuant to the *Youth Criminal Justice Act*.
- Motor vehicle records not checked; consult provincial/territorial ministries for driver's abstract.

Applicant Information

Current Legal Surname (required) XXXXXX	Current Legal Given Names (required) XXXXXX		
Gender <input type="radio"/> Male <input checked="" type="radio"/> Female	Date of Birth (yyyy-mm-dd; required) 1989-01-12		
Current Address (required) FOIP 17 (1) - Disclosure Harmful to Personal Privacy	City (required) FOIP 17 (1) - Disclosure Harmful to Personal Privacy	Province FOIP 17 (1) - Disclosure Harmful to Personal Privacy	Postal Code (A9A 9A9; required) FOIP 17 (1) - Disclosure Harmful to Personal Privacy

Criminal Record Check Results

Note: This is not an affirmation of good character

Negative: Based solely on the name and date of birth provided by the applicant, a search of the RCMP National Repository of Criminal Records did not identify any records with the name and date of birth of the applicant. All available police records management systems and court records, where applicable were also searched. Positive identification that a criminal record does or does not exist at the RCMP National Repository of Criminal Records can only be confirmed by fingerprint comparison. Delays do exist between a conviction being rendered in court, and the details being accessible on the RCMP National Repository of Criminal Records. Not all offences are reported to the RCMP National Repository of Criminal Records.

Incomplete: Based solely on the name and date of birth provided by the applicant, a search of the RCMP National Repository of Criminal Records could not be completed. All available police records management systems and court records, where applicable were also searched. Positive identification that a criminal record does or does not exist requires the applicant to submit fingerprints to the RCMP National Repository of Criminal Records by an authorized police service or accredited private fingerprinting company. Delays do exist between a conviction being rendered in court, and the details being accessible on the RCMP National Repository of Criminal Records. Not all offences are reported to the RCMP National Repository of Criminal Records.

Possible Match: Based solely on the name and date of birth provided by the applicant, a search of the RCMP National Repository of Criminal Records has resulted in a possible match to a registered criminal record. All available police records management systems and court records, where applicable were also searched. Positive identification that a criminal record does or does not exist at the RCMP National Repository of Criminal Records can only be confirmed by fingerprint comparison. As such, the criminal record information declared by the applicant does not constitute a Certified Criminal Record by the RCMP. Delays do exist between a conviction being rendered in court, and the details being accessible on the RCMP National Repository of Criminal Records. Not all offences are reported to the RCMP National Repository of Criminal Records.

Local Conviction not Added to National Repository of Criminal Records: Based solely on the name and date of birth provided and the criminal record information declared by the applicant, there was a criminal conviction registered on the date **below**, but not a sex offender record where a Record Suspension (Pardon) was granted. Delays do exist between a conviction rendered in court and the details being accessible on the RCMP National Repository of Criminal Records.

If "Local Conviction not Added to National Repository of Criminal Records" was selected, please provide the date the criminal conviction was registered on. (yyyy-mm-dd)

Additional Comments (this field expands)

Caution: This record may or may not pertain to the subject of your inquiry. Positive identification can only be confirmed through the submission of fingerprints.

"THIS CHECK HAS BEEN COMPLETED BY QUERYING RCMP DATABASES ONLY AND DOES NOT INCLUDE INFORMATION THAT MAY BE CONTAINED IN DATABASES HELD BY OTHER NON-RCMP POLICE AGENCIES. INFORMATION CONTAINED IN DATABASES MAINTAINED BY AGENCIES OUTSIDE OF THE RCMP CAN ONLY BE ACCESSED BY CONTACTING THOSE AGENCIES DIRECTLY."

Received by

Employee Name XXXXXXXXXXXX	HRMIS No. XXXXXXXX	Detachment Stamp or Seal XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX
Signature XXXXXXXXXXXX	Date (yyyy-mm-dd) JUN 16 2024	



A BYLAW OF THE TOWN OF BLACKFALDS IN THE PROVINCE OF ALBERTA TO PROVIDE FOR MUNICIPAL AND SCHOOL TRUSTEE ELECTIONS IN THE TOWN OF BLACKFALDS

WHEREAS pursuant to the Municipal Government Act (MGA), RSA, 2000, Chapter M-26, as amended, Municipalities may by bylaw provide for municipal and school elections within their boundaries;

WHEREAS the Local Authorities Election Act (LAEA), RSA 2000, Chapter L-21, as amended, provides for the holding of local elections by municipalities;

NOW THEREFORE the Council of the Town of Blackfalds in the Province of Alberta, duly assembled in Council Chambers, enacts as follows:

1.0 TITLE

1.1 This Bylaw may be cited as the 'Municipal Elections Bylaw' for the Town of Blackfalds.

2.0 DEFINITIONS

2.1 Except as otherwise provided for in this bylaw, the terms used in the Local Authorities Election Act where used or referred to in this bylaw have the same meaning as defined or provided in the Act.

2.2 In this bylaw, the following terms mean:

- a) **'Advance Voting'** means the early voting dates that accommodate electors who would otherwise be unable to vote on Election Day;
- b) **'Automated Voting System'** means an automated or electronic system (voting machine) designed to automatically count and record votes and process and store the election results;
- c) **'Ballot'** means a paper ballot presented to an elector on which is printed the office to be voted on, the names of the candidates, the bylaw name and the number or the questions, if any, and containing spaces in which the elector is to mark his/hervote;
- d) **'Ballot Box'** means a container for ballots that have been marked by the voters or printed ballot tapes that have been produced by the automated ballot device;
- e) **'Ballot Tape'** means a printed record, produced by a master control unit, which can be used to manually verify the voting results;
- f) **'CAO'** means the Chief Administrative Officer for the Town of Blackfalds who will function as the secretary under the LAEA;
- g) **'Council'** means the Council of the Town of Blackfalds elected pursuant to the Act;
- h) **'Counting Center'** means an area designated by the Returning Officer in a controlled access building and equipped for the counting of votes and the tabulation of election results;
- i) **'Election Day'** means the third Monday in October of an election year;
- j) **'LAEA'** means the Local Authorities Election Act, RSA 2000, Chapter L-21, as amended;
- k) **'Local Jurisdiction'** means and includes the Town of Blackfalds, Wolf Creek School Division No. 72, and Red Deer Catholic Regional Division No. 39;
- l) **'Memory Storage Device'** means the device which controls each automated voting terminal and contains memory for storage of automated voting and a paper tape for the printing of voting results;
- m) **'Nomination Day'** is the day four (4) weeks prior to election day of an election year;
- n) **'Portable Automated Voting Device'** means an automated device (voting machine) designed to automatically record votes for the election;

- o) **'Presiding Deputy'** means a deputy who has been appointed as a presiding deputy by the Returning Officer;
- p) **'Results Tape'** means the printed record generated by a vote tabulator which shows:
 - i. the number of ballots accepted;
 - ii. the number of votes for each candidate;
 - iii. where there is a vote on a bylaw or question, the number of votes for and against each bylaw or question.
- q) **'Town'** means the municipal corporation of the Town of Blackfalds in the Province of Alberta;
- r) **'Voting Register'** means the record of electors, in the prescribed form, who cast a ballot in the election.
- s) **'Voting Station'** means the location where electors vote.

3.0 ELECTION ADMINISTRATION

- 3.1 The provision of the LAEA, except as modified by this bylaw, shall apply to all elections conducted within the Town.
- 3.2 The CAO of the Town of Blackfalds is authorized to enter into agreements on behalf of the Town, to conduct elections on behalf of other local jurisdictions in Blackfalds whose boundaries may or may not be contiguous with the Town but do have areas in common.

4.0 RETURNING OFFICER

- 4.1 In accordance with the LAEA, section 13(1), Council shall appoint, by resolution, an individual to act as Returning Officer for the purpose of conducting elections on behalf of the Town of Blackfalds.
- 4.2 In accordance with the LAEA, section 13(2.1), Council shall appoint, by resolution, an individual to act as Substitute Returning Officer for the purpose of conducting elections on behalf of the Town of Blackfalds.
- 4.3 The Returning Officer shall perform the duties in accordance with section 14 of the LAEA.

5.0 NOMINATIONS

5.1 General Election

The Returning Officer or designate will receive nominations for the local jurisdiction general election within the period beginning on January 1 of an election year until 12:00 noon on Nomination Day.

5.2 By-Election

The Returning Officer or designate will receive nominations for the local jurisdiction by-election within the period beginning on the day after the Council resolution to set an election day for the by-election until 12:00 noon on Nomination Day.

5.3 Notice of Nomination Day

Nomination Day is four (4) weeks prior to Election Day. The Returning Officer or designate will give notice of nomination day in the prescribed form by publishing a notice in accordance with section 26 of the LAEA.

5.4 Form of Nomination

The nomination of a candidate must be in the prescribed form and signed by at least five (5) electors who are eligible to vote in that election and a resident of the Town on the date of signing the nomination.

5.5 Receipt of Nominations

Nominations shall be received by the Returning Officer, or in the absence of the Returning Officer, a duly appointed deputy, at the Town of Blackfalds:

- a) located at Civic Centre, 5018 Waghorn Street, Blackfalds, Alberta;
- b) during regular business hours of 8:30 am to 4:30 pm (excluding all statutory holidays).

5.6 The Returning Officer or designate shall not accept a nomination:

- a) that is not completed in the prescribed form;
- b) that is not signed by the minimum number of persons required; or
- c) that is not sworn or affirmed by the person nominated.

6.0 BALLOTS

6.1 Following Nomination Day, the Returning Officer will ensure ballot templates are prepared for the automated ballot device in the form defined in Schedule 'A' attached.

7.0 VOTING**7.1 Voting Hours**

The voting station will be kept open continuously on Election Day and during the advance vote from 10:00 am to 8:00 pm.

7.2 Eligibility to Vote

Electors of the Town of Blackfalds shall produce identification in accordance with the LAEA for the purpose of determining whether the person is eligible to vote in an election.

7.3 Advance Voting

- a) An advance vote may be held on any vote held in an election for the local jurisdiction.
- b) The advance vote will be held on dates at locations set by the Returning Officer.
- c) An automated voting system may be used to conduct the advance vote.
- d) Automated voting shall be held in accordance with the voting procedures established in this Bylaw.
- e) At the end of each day of an advance vote, the presiding deputy shall place the automated voting system into a protective lock mode and physically lock the master control unit.
- f) Upon the close of the advance vote the Presiding Deputy shall close off the voting by printing additional lines of privacy text, shall remove the printed ballot tape and place the printed ballot tape into a ballot box which shall then be sealed and shall remain like that until opened for the tabulation of results on Election Day.

7.4 Incapacitated Elector at Home

- a) If a voter is unable to attend at a voting station because of a physical incapacity or mobility limitations, that voter may request, at least 48 hours before the end of the advance vote period, to have a deputy attend at the voter's residence in order to take the vote of the elector.
- b) If the Returning Officer is satisfied that the voter is unable to attend at a voting station due to a physical incapacity or mobility limitations, the Returning Officer will:
 - i. advise the elector that the request has been accepted;
 - ii. appoint two deputies to attend at the elector's residence;
 - iii. inform the elector of the date and approximate time that the deputies will attend the residence.
- c) At the designated time, the deputies may bring inside the residence, the portable automated voting device and register the elector.

- d) Automated voting shall be held in accordance with the voting procedures established in this bylaw.
- e) If automated voting is not possible, the Returning Officer shall ensure alternative voting procedures are established in accordance with the LAEA.
- f) The ballot boxes used for the incapacitated elector at home vote will be closed and sealed upon the completion of the incapacitated elector at home vote and will remain like that until opened for the counting of the ballots on Election Day.

7.5 Automated Voting System

- a) The taking of votes of the electors and the tabulation of election results on any question or in any election conducted by the Town, may be done by means of an automated voting system, as directed by the Returning Officer.
- b) In the event that an automated voting system is used in the election, the Returning Officer shall:
 - i. be satisfied that the automated voting system, prior to the date of the election, has been pre-tested and is accurate and in good working order;
 - ii. take whatever reasonable safeguards may be necessary to secure the automated voting system and any part thereof, including the vote tabulators and the ballot boxes from unauthorized access, entry, use, tampering, or any unauthorized use of the ballot cards or tabulated results, and;
 - iii. establish procedures and guidelines for deputy returning officers related to the preparation and operation of the automated voting system and automated voting devices.
- c) Notwithstanding anything in this bylaw, in the event of:
 - i. a malfunction of an automated voting system;
 - ii. the unavailability of an automated voting system or any of its components;
 - iii. anything related to the operation of an automated voting system or any of its components;

the Returning Officer may take any actions that he or she thinks necessary with respect to:

- the voting procedures to be used;
- the taking of votes;
- the counting of the votes; and
- where required, a recount subject to the provisions of this bylaw and the LAEA.

8.0 VOTING PROCEDURES

- 8.1 An automated voting device may be used to conduct the vote and where practical, a portable automated voting device may be used to conduct the incapacitated vote.
- 8.2 All electors for Town elections will be required to show identification in accordance with the provisions of the LAEA prior to being given access to an automated voting terminal.
- 8.3 For each elector eligible to vote, a deputy will:
 - a) explain the voting procedures for the automated voting device;
 - b) activate one of the automated voting terminals; and
 - c) direct the elector to the voting compartment with the activated automated voting device.
- 8.4 The elector may only vote by selecting the name of the candidate(s), and where there is a vote on a bylaw or question, can select 'yes' or 'no'. The voter may also choose not to vote by selecting the 'abstain from voting' button.
- 8.5 Once an elector has made their selections, the elector must press the 'cast my vote' button to cast the ballot, and the elector will not be allowed to cast another ballot.
- 8.6 In the event that an elector leaves the voting station without pressing the 'cast my vote' button, two deputies will enter the booth and:
 - a) if the elector selected candidates, one of the deputies will press the 'cast my vote' button;or



- b) if candidates have been selected for one office and no candidates selected for the other office, one of the deputies will select the 'abstain from voting' button for the office in which no candidates were selected and press the 'cast my vote' button; or
- c) if no candidates have been selected for either office, one of the deputies will select the 'abstain from voting' button for both offices and then press the 'cast my vote' button.

9.0 AUTOMATED VOTING DEVICE FAILURE

- 9.1 Notwithstanding section 7.3 (c), the Returning Officer may establish such other procedures as required to facilitate an Automated vote.
- 9.2 The voting procedure prescribed in this bylaw shall, during an advance vote and where applicable, an incapacitated elector home vote, as far as is practicable, apply, and may be modified as necessary upon the direction of the Returning Officer.
- 9.3 Each elector must follow the voting procedures as set out in this Bylaw and as posted in the voting station, and upon casting his or her ballot, the elector shall leave the voting station.

10.0 VOTING ON A BYLAW OR QUESTION

- 10.1 Unless otherwise specified by statute or decided by Council, a vote on any bylaw or question will be held in conjunction with a general municipal election.

11.0 POST-VOTE PROCEDURES

- 11.1 The presiding deputy shall not permit more than one candidate or his/her agent, or more than one agent of either side of a vote on a bylaw or question, to be present at the same time after the Voting Station is closed.
- 11.2 Immediately after the close of the Voting Station, the presiding deputy and any additional officers that he/she considers necessary, and the candidates or their agents, shall:
 - a) insert a key, into the master control unit, and produce the required number of copies of the tally register tape(s) as directed by the Returning Officer;
 - b) together with another deputy, certify the tally register tape(s) as directed by the Returning Officer;
 - c) package separately in ballot boxes, the printed ballot tape along with the voting register and all statements;
 - d) seal and initial the ballot boxes and ensure they are ready to be delivered to the Returning Officer;
 - e) ensure that the deputy supervising the Automated voting system and one other deputy designated by the presiding deputy, report the results to the Returning Officer by immediately delivering the tally register tapes and any reporting forms required by the LAEA to the counting center.

11.3 Sealing Ballot Boxes

- a) Prior to the removal of the ballot box(es) from any voting station, the ballot box(es) containing the printed ballot tapes or ballots shall be:
 - i. closed and sealed with the presiding deputy's initial so that it cannot be opened without breaking the seal; and
 - ii. marked on the outside with the voting station name and number.
- b) Automated equipment used to acquire electronic votes is deemed to be a sealed ballot box.
- c) The portable automated voting system used in the incapacitated elector vote will be closed and sealed upon the completion of the and incapacitated electors votes and will remain like that until opened for the counting of ballots on Election Day.
- d) The Returning Officer may direct that the locked portable automated voting system be delivered to the counting center until it is opened for the counting of ballots or may make any other direction deemed necessary for the storage and disposition of said devices.



12.0 COUNTING OF VOTES

12.1 The presiding deputy of the counting center shall:

- a) receive all sealed ballot boxes containing printed ballot tapes and number in a check-in book and initial each entry;
- b) after 8:00 pm on Election Day, insert a key into the master control units used for the advance vote and incapacitated elector home votes and produce the required number of copies of the tally register tape(s), as directed by the Returning Officer, and deliver those tapes to the Returning Officer and the sealed ballot boxes containing the printed ballot tape(s) and ballots along with the voting register and all statements.

12.2 The presiding deputy of the counting center shall, in the presence of at least one and any additional officers the deputy deems necessary, and the candidates, official agents or scrutineers, if any, ensure that each ballot box is opened and counted in accordance with this bylaw.

12.3 Following the tabulation of the voting results at the counting center, the ballot boxes, vote tabulators and the automated voting system shall be stored as directed by the Returning Officer.

13.0 RECOUNT

13.1 If the Returning Officer makes a recount, pursuant to the Act, the voting shall be recounted using the printed ballot tapes and ballots, where applicable.

14.0 DISPOSITION OF ELECTION MATERIAL

14.1 Following the completion of the tabulation of the election results, the Secretary shall retain the voting registers, the ballot boxes with their seals unbroken, for six (6) weeks from the date of voting.

14.2 The Secretary shall, in the presence of two (2) witnesses, open the ballot boxes and destroy the contents and all elector registers no later than twelve (12) weeks after voting day in accordance with the LAEA.

15.0 EFFECTIVE DATE AND REPEAL

15.1 This Bylaw shall come into effect upon Third and Final Reading of the Bylaw.

15.2 Town of Blackfalds Elections Bylaw No. 1160/13 is hereby repealed.

READ for the first time this twenty-fourth day of November, 2020 A.D.

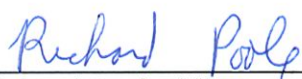
(Resolution No. 331/20)


Richard Poole, Mayor


Myron Thompson,
Chief Administrative Officer

READ for the second time this twenty-fourth day of November, 2020 A.D.

(Resolution No. 332/20)


Richard Poole, Mayor


Myron Thompson,
Chief Administrative Officer



Town of Blackfalds
MUNICIPAL ELECTIONS BYLAW NO. 1251.20

READ for the third and final time this twenty-fourth day of November, 2020 A.D.

(Resolution No. 334/20)

Richard Poole, Mayor

Myron Thompson,
Chief Administrative Officer

**TOWN OF BLACKFALDS
BYLAW 1260.21**

**A BYLAW OF THE TOWN OF BLACKFALDS IN THE PROVINCE OF ALBERTA TO AMEND
MUNICIPAL ELECTIONS BYLAW 1251.20 BEING A BYLAW TO PROVIDE FOR MUNICIPAL
AND SCHOOL TRUSTEE ELECTIONS IN THE TOWN OF BLACKFALDS**

WHEREAS pursuant to the Municipal Government Act (MGA), RSA, 2000, Chapter M-26, as amended, Municipalities may by bylaw provide for municipal and school elections within their boundaries;

WHEREAS the Local Authorities Election Act (LAEA), RSA 2000, Chapter L-21, as amended, provides for the holding of local elections by municipalities;

WHEREAS the Municipal Council deems it necessary and expedient to amend Town of Blackfalds Municipal Elections Bylaw 1251.20;

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

1. That the definition of "Automated Voting System" be deleted in its entirety and replaced with the following:

1.2 b) '**Automated Voting System**' means the vote tabulators, memory storage devices, remote accumulation systems, printers, computers and software used to count votes and generate election results electronically;

2. That Section 8.0 entitled Voting Procedures be deleted in its entirety and replaced with the following:

8.0 VOTING PROCEDURES

8.1 An automated voting device may be used to conduct the vote and where practical, a portable automated voting device may be used to conduct the incapacitated vote.

8.2 All electors for Town elections will be required to show identification in accordance with the provisions of the LAEA prior to being given access to an automated voting terminal.

8.3 Each elector eligible to vote shall be given:

a) the ballot card(s) that the elector is eligible to receive and that has been initialed by a deputy;

b) an explanation of the voting procedures.

8.4 Upon receiving the ballot card(s), the elector will proceed to the voting compartment to vote.

8.5 While the elector is in the voting compartment, the elector will mark the ballots only with the marking instrument provided in the compartment, by completing the oval next to his or her choice of candidate or, where there is more than one vacancy, the candidates of the elector's choice. Where the ballot includes a bylaw or question, the elector will mark his or her vote within the portion of the ballot containing the affirmative or negative, or containing the for or against, whichever way the elector decides to vote by completing the oval next to his or her choice.

8.6 After the elector has finished marking the ballot card(s) and has completed his or her voting, the elector shall immediately leave the voting compartment and deliver the ballot card(s) to the deputy supervising the ballot box and/or the vote tabulator.

3. That Post-Vote Procedures Section 11.3 Clause b) be deleted in its entirety.


4. That Bylaw 1251.20 is hereby amended upon this Bylaw coming into effect.


5. That this Bylaw shall come into effect, upon the date on which it is finally read and passed.


TOWN OF BLACKFALDS
BYLAW 1260.21

READ for the First time this 8 day of June, A.D. 2021.

(RES. 172/21)



MAYOR RICHARD POOLE



CAO MYRON THOMPSON




READ for the Second time this 8 day of June, A.D. 2021.

(RES. 173/21)



MAYOR RICHARD POOLE



CAO MYRON THOMPSON




READ for the Third and Final time this 8 day of June, A.D. 2021.

(RES. 175/21)


MAYOR RICHARD POOLE


CAO MYRON THOMPSON





A BYLAW OF THE TOWN OF BLACKFALDS IN THE PROVINCE OF ALBERTA TO PROVIDE FOR A BY-ELECTION IN THE TOWN OF BLACKFALDS

WHEREAS pursuant to the Municipal Government Act (MGA), RSA, 2000, Chapter M-26, as amended, Municipalities may by Bylaw provide for a municipal by-election within their boundaries;

WHEREAS the Local Authorities Election Act (LAEA), RSA 2000, Chapter L-21, as amended, provides for the holding of a by-election by municipalities;

NOW THEREFORE the Council of the Town of Blackfalds in the Province of Alberta, duly assembled in Council Chambers, enacts as follows:

1.0 TITLE

1.1 This Bylaw may be cited as the 'Municipal By-election Bylaw' for the Town of Blackfalds.

2.0 DEFINITIONS

2.1 Except as otherwise provided for in this Bylaw, the terms used in the Local Authorities Election Act where used or referred to in this Bylaw have the same meaning as defined or provided in the Act.

2.2 In this Bylaw, the following terms mean:

- a) '**Advance Voting**' means the early voting dates that accommodate electors who would otherwise be unable to vote on Election Day;
- b) '**Automated Voting System**' means the vote tabulators, memory storage devices, remote accumulation systems, printers, computers and software used to count votes and generate election results electronically;
- c) '**Ballot**' means a paper ballot presented to an elector on which is printed the office to be voted on, the names of the candidates, the bylaw name and the number or the questions, if any, and containing spaces in which the elector is to mark his/her vote;
- d) '**Ballot Box**' means a container for ballots that have been marked by the voters or printed ballot tapes that have been produced by the automated ballot device;
- e) '**Ballot Tape**' means a printed record, produced by a master control unit, which can be used to manually verify the voting results;
- f) '**By-election Day**' means a day set by Council resolution for the purposes of holding a by-election.
- g) '**CAO**' means the Chief Administrative Officer for the Town of Blackfalds who will function as the secretary under the LAEA;
- h) '**Council**' means the Council of the Town of Blackfalds elected pursuant to the Act;
- i) '**Counting Center**' means an area designated by the Returning Officer in a controlled access building and equipped for the counting of votes and the tabulation of election results;
- j) '**LAEA**' means the Local Authorities Election Act, RSA 2000, Chapter L-21, as amended;
- k) '**Local Jurisdiction**' means and includes the Town of Blackfalds
- l) '**Memory Storage Device**' means the device which controls each automated voting terminal and contains memory for storage of automated voting and a paper tape for the printing of voting results;
- m) '**Nomination Day**' is the day four (4) weeks prior to by-election day as declared by resolution of Council;
- n) '**Portable Automated Voting Device**' means an automated device (voting machine) designed to automatically record votes for the election;

- o) **'Presiding Deputy'** means a deputy who has been appointed as a presiding deputy by the Returning Officer;
- p) **'Results Tape'** means the printed record generated by a vote tabulator which shows:
 - i. the number of ballots accepted;
 - ii. the number of votes for each candidate;
 - iii. where there is a vote on a bylaw or question, the number of votes for and against each bylaw or question.
- q) **'Town'** means the municipal corporation of the Town of Blackfalds in the Province of Alberta;
- r) **'Voting Station'** means the location where electors vote.

3.0 BY-ELECTION ADMINISTRATION

- 3.1 The provision of the LAEA, except as modified by this Bylaw, shall apply to all by-elections conducted within the Town.

4.0 RETURNING OFFICER

- 4.1 In accordance with the LAEA, section 13(1), Council shall appoint, by resolution, an individual to act as Returning Officer for the purpose of conducting a by-election on behalf of the Town of Blackfalds.
- 4.2 In accordance with the LAEA, section 13(2.1), Council shall appoint, by resolution, an individual to act as Substitute Returning Officer for the purpose of conducting a by-election on behalf of the Town of Blackfalds.
- 4.3 The Returning Officer shall perform the duties in accordance with section 14 of the LAEA.

5.0 NOMINATIONS

5.1 By-Election

The Returning Officer or designate will receive nominations for the local jurisdiction by-election within the period beginning on the day after the Council resolution to set a date for the By-election until 12:00 noon on Nomination Day.

5.2 Notice of Nomination Day

Nomination Day is four (4) weeks prior to By-election Day. The Returning Officer or designate will give notice of Nomination Day in the prescribed form by publishing a notice in accordance with section 26 of the LAEA.

5.3 Form of Nomination

The nomination of a candidate must be in the prescribed form and signed by at least five (5) electors who are eligible to vote in that election and a resident of the Town on the date of signing the nomination.

5.4 Receipt of Nominations

Nominations shall be received by the Returning Officer, or in the absence of the Returning Officer, a duly appointed deputy, at the Town of Blackfalds:

- a) located at Civic Centre, 5018 Waghorn Street, Blackfalds, Alberta;
- b) during regular business hours of 8:30 am to 4:30 pm (excluding all statutory holidays).

5.6 The Returning Officer or designate shall not accept a nomination:

- a) that is not completed in the prescribed form;
- b) that is not signed by the minimum number of persons required; or
- c) that is not sworn or affirmed by the person nominated.



6.0 VOTING

6.1 Voting Hours

The voting station will be kept open continuously on By-election Day from 10:00 a.m. to 8:00 pm.

6.2 Eligibility to Vote

Electors of the Town of Blackfalds shall produce identification in accordance with the LAEA for the purpose of determining whether the person is eligible to vote in an election.

6.3 Advance Voting

- a) An advance vote may be held on any vote held in a By-election for the local jurisdiction.
- b) The advance vote will be held on dates, times and at locations set by the Returning Officer.
- c) An automated voting system may be used to conduct the advance vote.
- d) Automated voting shall be held in accordance with the voting procedures established in this Bylaw.
- e) At the end of each day of an advance vote, the presiding deputy shall place the automated voting system into a protective lock mode and physically lock the master control unit.
- f) Upon the close of the advance vote the Presiding Deputy shall remove the printed ballot tape and place the printed ballot tape into a ballot box which shall then be sealed and shall remain like that until opened for the tabulation of results on By-Election Day.

6.4 Incapacitated Elector at Home

- a) If a voter is unable to attend at a voting station because of a physical incapacity or mobility limitations, that voter may request, at least 48 hours before the end of the advance vote period, to have a deputy attend at the voter's residence in order to take the vote of the elector.
- b) If the Returning Officer is satisfied that the voter is unable to attend at a voting station due to a physical incapacity or mobility limitations, the Returning Officer will:
 - i. advise the elector that the request has been accepted;
 - ii. appoint two deputies to attend at the elector's residence;
 - iii. inform the elector of the date and approximate time that the deputies will attend the residence.
- c) At the designated time, the deputies may bring inside the residence, the portable automated voting device and register the elector.
- d) Automated voting shall be held in accordance with the voting procedures established in this bylaw.
- e) If automated voting is not possible, the Returning Officer shall ensure alternative voting procedures are established in accordance with the LAEA.
- f) The ballot boxes used for the incapacitated elector at home vote will be closed and sealed upon the completion of the incapacitated elector at home vote and will remain like that until opened for the counting of the ballots on Election Day.

6.5 Automated Voting System

- a) The taking of votes of the electors and the tabulation of by-election results on any question or in any election conducted by the Town, may be done by means of an automated voting system, as directed by the Returning Officer.



- b) In the event that an automated voting system is used in the by-election, the Returning Officer shall:
 - i. be satisfied that the automated voting system, prior to the date of the election, has been pre-tested and is accurate and in good working order;
 - ii. take whatever reasonable safeguards may be necessary to secure the automated voting system and any part thereof, including the vote tabulators and the ballot boxes from unauthorized access, entry, use, tampering, or any unauthorized use of the ballot cards or tabulated results, and;
 - iii. establish procedures and guidelines for deputies related to the preparation and operation of the automated voting system and automated voting devices.

7.0 VOTING PROCEDURES

- 7.1 An automated voting device may be used to conduct the vote and where practical, a portable automated voting device may be used to conduct the incapacitated vote.
- 7.2 All electors for Town elections will be required to show identification in accordance with the provisions of the LAEA prior to being given access to an automated voting terminal.
- 7.3 Each elector eligible to vote shall be given:
 - a) the ballot card(s) that the elector is eligible to receive and that has been initialed by a Deputy;
 - b) an explanation of the voting procedures.
- 7.4 Upon receiving the ballot card(s), the elector will proceed to the voting compartment to vote.
- 7.5 While the elector is in the voting compartment, the elector will mark the ballots only with the marking instrument provided in the compartment, by completing the oval next to his or her choice of candidate or, where there is more than one vacancy, the candidates of the elector's choice.
- 7.6 After the elector has finished marking the ballot card(s) and has completed his or her voting, the elector shall immediately leave the voting compartment and deliver the ballot card(s) to the the vote tabulator.

8.0 BALLOTS MARKED INCORRECTLY

- 8.1 If an elector has made a mistake when marking a ballot, the elector will return the ballot card to the Deputy from whom he or she received the ballot, and may request a replacement ballot card.
- 8.2 The Deputy will mark the returned ballot card as "SPOILED" and if the elector requests a replacement ballot card, the Deputy will provide a replacement ballot card to the elector.

9.0 VOTE TABULATOR ERRORS

- 9.1 If a ballot card is rejected by the vote tabulator, the Deputy at the ballot box must advise the elector to request another ballot card, and if the elector:
 - (a) requests a replacement ballot card, the Deputy issuing the replacement ballot card will mark the original ballot card "SPOILED";
 - (b) declines to obtain a replacement ballot card, the original ballot card will be marked "REJECTED" and placed into the ballot box.
- 9.2 Spoiled ballot cards must be retained and kept separately from all other ballot cards.
- 9.3 Rejected ballot cards must be retained and kept separately from all other ballot cards.

10.1 AUTOMATED VOTING DEVICE FAILURE

- 10.1 Notwithstanding section 7.3 (c), the Returning Officer may establish such other procedures as required to facilitate an Automated vote.



10.2 The voting procedure prescribed in this bylaw shall, during an advance vote and where applicable, an incapacitated elector home vote, as far as is practicable, apply, and may be modified as necessary upon the direction of the Returning Officer.

10.3 Notwithstanding anything in this Bylaw, in the event of:

- a) a malfunction of an automated voting system;
- b) the unavailability of an automated voting system or any of its components;
- c) a defect in the ballots or ballot marking pens; or
- d) anything related to the operation of an automated voting system or any of its components; the Returning Officer may make any directions that he or she thinks necessary or desirable with respect to: the voting procedures to be used; the taking of votes; for the counting of the votes; and where required, for a recount.

11.0 POST-VOTE PROCEDURES

11.1 The Returning Officer shall not permit more than one candidate or his/her agent, to be present at the same time after the Voting Station is closed.

11.2 Immediately after the close of the Voting Station, the Returning Officer and any additional officers that he/she considers necessary, shall:

- a) insert a key, into the master control unit, and produce the required number of copies of the tally register tape(s);
- b) together with another deputy, certify the tally register tape(s);
- c) package separately in ballot boxes, the printed ballot tape along with the voting register and all statements; and,
- d) seal and initial the ballot boxes.

11.3 Sealing Ballot Boxes

11.4 With regard to any ballot box used to receive paper ballots:

- a) The ballot box will be closed and sealed with an Election Officer's initials upon the completion of each vote and will remain like that until opened for the counting of ballots on By-election Day.
- b) Any ballot box used in either the elector assistance at home vote or for special ballots:
 - (i) may have its seal broken to allow the deposit of ballots in each subsequent residence that is attended for the taking of votes; and
 - (ii) will be closed and sealed upon the completion of the elector assistance at home vote and will remain like that until opened for the counting of ballots on by-election Day.

11.5 The ballot boxes used in the institutional vote:

- (i) may have its seal broken to allow the deposit of ballots if the vote must be conducted throughout a facility to accommodate the physical disability of the residents or if the Deputies have to attend multiple buildings to conduct the institutional vote; and
- (ii) will be closed and sealed upon the completion of the institutional vote and will remain like that until opened for the counting of ballots on By-election Day.

12.0 COUNTING OF VOTES

12.1 The Returning Officer shall:

- a) manage all sealed ballot boxes containing printed ballot tapes and initial each entry;
- b) after 8:00 pm on By-election Day, insert a key into the master control units used for the advance vote and incapacitated elector home votes and produce the required number of



copies of the tally register tape(s);

- 12.2 Immediately after 7:30 p.m. on By-election Day, the Returning Officer may count the special ballot box(es), advance vote ballot box(es) and institutional ballot box(es).
- 12.3 If the vote tabulator rejects the ballot, and a vote, though incorrectly marked on a ballot clearly indicates for whom or what the elector intended to vote:
 - (i) A duplicated ballot may be prepared in the presence of two Deputies to reflect the intent of the elector, and the word "DUPLICATE" shall be marked on the ballot, and the word "ORIGINAL" shall be marked on the incorrectly marked ballot; and
 - (ii) The duplicated ballot will be assigned a number which will also be recorded on the incorrectly marked ballot and the duplicated ballot will be inserted into a vote tabulator to be counted.
- 12.4 The Returning Officer shall, in the presence of at least one and any additional officers the Returning Officer deems necessary, and the candidates, official agents or scrutineers, if any, ensure that each ballot box is opened and counted in accordance with this bylaw.
- 12.5 Following the tabulation of the voting results at the counting center, the ballot boxes, vote tabulators and the automated voting system shall be stored as determined by the Returning Officer.

13.0 RECOUNT

- 13.1 If the Returning Officer makes a recount, pursuant to the Act, the voting shall be recounted using the printed ballot tapes and ballots, where applicable.


14.0 DISPOSITION OF ELECTION MATERIAL

- 14.1 Following the completion of the tabulation of the election results, the Secretary shall retain the voting registers, the ballot boxes with their seals unbroken, for six (6) weeks from the date of voting.
- 14.2 The Secretary shall, in the presence of two (2) witnesses, open the ballot boxes and destroy the contents and all elector registers no later than twelve (12) weeks after voting day in accordance with the LAEA.


15.0 EFFECTIVE DATE

- 15.1 This Bylaw shall come into effect upon Third and Final Reading of the Bylaw.


READ for the first time this November 9, 2021 A.D.



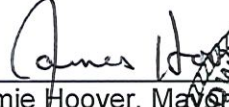
 Jamie Hoover, Mayor




 Myron Thompson,
 Chief Administrative Officer




READ for the second time this November 9, 2021 A.D.



 Jamie Hoover, Mayor



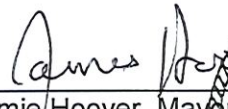
 Myron Thompson,
 Chief Administrative Officer





Town of Blackfalds
BY-ELECTION BYLAW NO. 1263.21

READ for the third and final time this November 9, 2021 A.D.



Jamie Hoover, Mayor



Myron Thompson,
Chief Administrative Officer



MEETING DATE: December 10, 2024

PREPARED BY: Danielle Nealon, Executive & Legislative Coordinator

PRESENTED BY: Danielle Nealon, Executive & Legislative Coordinator

SUBJECT: **Standing Committee of Council Meeting Cancellation Request -
December 16**

BACKGROUND

Standing Committee of Council Meetings are regularly scheduled by Council at the annual Organizational Meeting held in October, and meetings are typically scheduled on the third Monday of the month.

DISCUSSION

The December Standing Committee of Council Meeting often falls very close to Christmas, and with the busyness of this time of the year and the workload experienced by the Council and Administration through the budget process, it has been identified that there are no pressing agenda items that are required to be brought forward prior to year-end. Cancellation of this meeting will allow Administration more time to focus on year-end requirements and activities. As a result, Administration will be formally requesting that the Standing Committee of Council Meeting scheduled for December 16, 2024, be cancelled.

FINANCIAL IMPLICATIONS

None

ADMINISTRATIVE RECOMMENDATION

That Council consider the following motion:

1. That Council cancel the December 16, 2024, Standing Committee of Council Meeting and direct Administration to post notice of the cancellation.


ALTERNATIVES

- a) That Council recommend the December 16, 2024, Standing Committee of Council Meeting not be cancelled.

ATTACHMENTS

- *2024 -2025 Regular Council and Standing Committee of Council Meeting Schedule*

APPROVALS



Kim Isaak,
Chief Administrative Officer



Department Director/Author

The public is invited to attend all Regular Council, Standing Committee of Council Meetings and Public Hearings

Regular Council Meeting Schedule
 Second and Fourth Tuesday
 Regularly Commencing at 7:00 pm

Standing Committee of Council Meeting Schedule
 Regularly Commencing at 7:00 pm

2024	November	12, 26
	December	10, 24 (Cancelled)
2025	January	14, 28
	February	11, 25
	March	11, 25
	April	8, 22
	May	13, 27
	June	10, 24
	July	8, 22
	August	12, 26
	September	9, 23
	October	14
	October	30 Organizational Meeting

2024	November	18
	December	16
2025	January	20
	February	18
	March	17
	April	14
	May	20
	June	16
	July	14
	August	18
	September	15
	October	20 (cancelled – General Municipal Election)

Meeting dates and times are subject to change. Public notification of any variance to the approved schedule will be conducted in accordance with the MGA and Town of Blackfalds Bylaws and Policies.

MEETING DATE: December 10, 2024

PREPARED BY: Ken Morrison, Emergency Management and Protective Services Director

PRESENTED BY: Ken Morrison, Emergency Management and Protective Services Director

SUBJECT: **9-1-1 Call Answer Services Agreement**

BACKGROUND

9-1-1 Call Answer Services is the receiving party of 9-1-1 calls originating in the local authority (Blackfalds), and transfers these calls to the agency, service or department identified by the Local Authority to provide emergency response. The City of Red Deer has an agreement with TELUS Communications Inc. to provide the E-9-1-1 service to the City. The City of Red Deer operates a Call Answer Centre to receive these 9-1-1 calls originating in the City. The City is also capable of providing these services to the Town of Blackfalds, which they have been doing for many years through agreement.

The previous contract was last signed in January of 2007 and currently has an auto-renewal clause. Since that time, there have been technological changes in the 9-1-1 world, and the agreement has been updated to reflect those changes.

DISCUSSION

The current contract has offered residents of Blackfalds easy access through 911 calls when emergency services are required.

Blackfalds Fire is made aware of 911 calls by the City of Red Deer, who answer these calls and transfer them to the appropriate agency. This service is provided through TELUS Communications Inc. funded through the billing of their customers. This agreement, once signed, authorizes the City of Red Deer to collect the Local Government Authority Call Answer Levy for Provincial 9-1-1 service.

Chris Kearns, Deputy Chief and Evan Stewart, Assistant Deputy Chief from The City of Red Deer, are in attendance at tonight's meeting to answer any questions that Council may have in regard to the 9-1-1 Call Answer Services Agreement.

FINANCIAL IMPLICATIONS

None as Telus and other phone companies collect service fees from their customers to cover the cost of this service.

ADMINISTRATIVE RECOMMENDATION

That Council consider the following motion:

1. That Council authorize Administration to renew the 9-1-1 Call Answer Services Agreement.

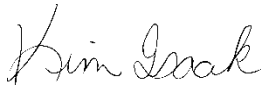
ALTERNATIVES

- a) That Council does not authorize the renewal of the 9-1-1 Call Answer Services Agreement.
- b) That Council refer 9-1-1 Call Answer Services Agreement to Administration for further consideration and amendments.

ATTACHMENTS

- *E9-1-1 Call Answer Services Agreement signed January of 2007*
- *New unsigned E9-1-1 Call Answer Services Agreement*

APPROVALS



Kim Isaak,
Chief Administrative Officer



Director/Author

E9-1-1 CALL ANSWER SERVICES AGREEMENT

THIS AGREEMENT made this 9 day of January, 2007

BETWEEN:

The City of Red Deer
(the "City")

-and-

The Town of Blackfalds
(the "Municipality")

Background

A. The City has entered into an agreement for the provision of Provincial E9-1-1 Service with AGT Limited (now known as "TELUS COMMUNICATIONS INC.") dated February 19, 1997 under which TELUS COMMUNICATIONS INC. provides E9-1-1 Services to The City;

B. The City operates a Call Answer Centre to receive emergency 9-1-1 calls originating in The City of Red Deer and which is also capable of providing such services in the Municipality;

C. Under Section 54 of the *Municipal Government Act*, a municipality may provide any service or thing that it provides in all or part of the municipality in another municipal authority with the agreement of the other municipal authority;

D. The parties wish to enter into an agreement whereby The City will provide specified emergency 9-1-1 services to the Municipality;

NOW THEREFORE the parties agree as follows:

ARTICLE I - Definitions

Definitions

1. In this agreement the following words and expressions shall have the meanings herein set forth unless inconsistent with the subject matter or context:

- 1.1 "E9-1-1 Call Answer Services" means the receipt of all 9-1-1 calls originating in the Municipality and the transfer of such calls to the agency, service or department identified by the Municipality from time to time as the appropriate body to provide emergency responses.

- 1.2 "Hard Copy" means a printed copy of information available on the E9-1-1 display screen transmitted to a printer, computer or fax machine.
- 1.3 "Pre-arrival Medical Services" means providing instructions to persons prior to the arrival of an ambulance when a situation is considered serious or life-threatening. Instructions shall be according to an accepted protocol and provided by individuals qualified as Emergency Medical Dispatchers.
- 1.4 "Service Area" means that geographic area located within the municipal boundaries of the Municipality, as they exist, from time to time;
- 1.5 "Service Fee" means that amount to be calculated by TELUS COMMUNICATIONS INC. and paid monthly by the Municipality to The City based upon the following calculation:
- Service Fee = number of telephone lines in the Municipality x 37 cents per month per telephone line (based on TELUS COMMUNICATIONS INC.'s ability to collect the monthly fee from the subscriber)
- 1.6 "TDD" means service provided to the hearing and speech-impaired customers who have the special equipment required to connect to the system.

ARTICLE II – Engagement

2.1 The parties agree that The City shall provide the Municipality with services as specified herein.

Term of Agreement

2.2 The term of this agreement shall be a period of three years from the date hereof unless extended, renewed or earlier terminated.

Renewal

2.3 At the end of the term or any renewal, this agreement shall automatically be renewed for successive three (3) year periods, unless, notice of termination is given by either party not less than six (6) months prior to the expiry of the initial or any renewal term.

Termination upon Notice

2.4 Either party may terminate this agreement on six (6) months written notice to the other.

Service Fee

2.5 The Municipality shall pay or cause TELUS COMMUNICATIONS INC. to pay to The City the sum of \$0.37 per telephone line in the Municipality per month, or such other amount as the parties may agree from time to time. For this purpose, the Municipality shall provide to The City a copy of the duly signed authorization by completing the agreement To Collect Municipal Charges for Provincial E9-1-1 Service and Notice (Pursuant to the Agreement to Collect Municipal Charges for the Provincial E9-1-1 Service) or such other documentation as may be required from time to time.

ARTICLE III - Covenants of The City

3.1 The City agrees to provide the following services to the Municipality in respect of all E911 calls originating within the Municipality on a year round, twenty-four (24) hour per day, seven (7) day per week basis during the term:

- 3.1.1 E9-1-1 Call Answer service;
- 3.1.2 TDD service, (if applicable: Hard Copy of Call Information, See Appendix A);
- 3.1.3 providing that The City is notified in writing of such need for services, to provide the dispatch agency function of Pre-arrival Medical Services (if applicable: Pre-arrival Medical Services, See Appendix B);
- 3.1.3 to keep and maintain proper records with respect to the provision of the services including total calls received, the manner in which received calls have been dealt with and any other information which the parties may jointly determine;
- 3.1.4 to maintain a secondary emergency call taking back-up centre to handle overflow calls or in the event of a call centre failure;
- 3.1.5 to select and train all required call personnel employed by The City for the purpose of E9-1-1 Call Answer Service;
- 3.1.6 to make all reasonable efforts to maintain adequate staff to ensure prompt delivery of E9-1-1 services at all times;
- 3.1.7 to pay for any expenses deemed necessary by The City to modify its E9-1-1 Call Answer system so as to implement the services;
- 3.1.8 to indemnify and save harmless the Municipality and its agents or employees from and against all liability, claims, actions, suits, proceedings, damages or expenses for any loss, injury or damage caused to persons or property as a result of the negligence of The City or its agents

or employees including all out-of-pocket legal expenses incurred by Municipality in defending any such claim.

3.2 The City agrees to maintain in place during the term a policy of comprehensive public liability and professional negligence insurance covering the obligations of The City hereunder, such policy to be an amount of not less than \$2,000,000.00 per occurrence.

ARTICLE IV - Covenants of the Municipality

4.1 The Municipality covenants and agrees with The City that:

- 4.1.1 the Municipality will supply The City with all information reasonably required by The City to enable it to connect 9-1-1- calls to the agency, service or department determined by the Municipality to be the appropriate body to dispatch emergency response services;
- 4.1.2 the Municipality shall ensure that the dispatching agency, service or department will have the ability to:
 - (a) receive all forwarded 9-1-1 calls on a year-round, twenty-four (24) hours per day, seven (7) days per week basis;
 - (b) receive the information needed to respond to the call; and
 - (b) communicate the relevant information to the appropriate emergency response agencies in accordance with the relevant standard operating procedures of the Municipality in effect from time to time.
- 4.1.3 the Municipality shall be responsible, at its sole expense, to develop all public information relating to emergency 9-1-1 Call Answer services available in the service Area. The Municipality will obtain The City's written approval of the such public information before it is distributed.
- 4.1.4 the Municipality hereby agrees to indemnify and save harmless The City and its agents or employees from and against all liability, claims, actions, suits, proceedings, damages or expenses for any loss, injury or damage caused to persons or property as a result of the negligence of the Municipality or its agents or employees including all out-of-pocket legal expenses incurred by The City in defending any such claim.
- 4.1.5 the Municipality agrees to maintain in place during the term a policy of comprehensive public liability and professional negligence insurance covering the obligations of each party hereunder, such policy to be an amount of not less than \$2,000,000.00 per occurrence.

- 4.1.6 The City must be shown as an additional name insured on any policy obtained by the Municipality. A copy of the certificate of insurance must be deposited with The City before this agreement goes into effect.
- 4.1.7 the Municipality shall provide notice in writing in the form attached at Appendix "B" of the need for The City of provide the dispatch agency function.of Pre-arrival Medical Services on a year round twenty-four (24) hours per day, seven (7) days per week basis during the term in respect of all E9-1-1 calls originating within the service Area.

ARTICLE V - Freedom of Information and Protection of Privacy Act Compliance

5.1 The collection, use and disclosure of all information, whether by The City or by the Municipality will be performed in accordance with the provisions of the Freedom of Information and Protection of Privacy (FOIP) Act. The Municipality agrees to work with the FOIP coordinator of the City to establish mutually acceptable protocols for the handling or information to ensure that the respective obligations of both parties under FOIP are met.

Records

5.2 Each of The City and the Municipality shall maintain accurate accounts, books, logs, charts, records and other recorded information (the "records") relating to the provision of services under this agreement in such a manner that data reasonably required to verify any information provided by one party will be available to the other party in exercising that other party's right of verification. Records will be retained in accordance with appropriate federal or provincial legislation or, in the absence of appropriate legislation; records will be retained according to The City's Records Classification, Retention and Disposition Manual as modified from time to time.

5.3 The management of information created or collected by the Municipality, under this agreement, will conform to The City's Records Classification, Retention and Disposition Manual of The City. Compliance may include, but is not limited to: physical arrangement of the records, retention periods and disposition methods. Compliance audits may be performed at the discretion of The City, from time to time, at reasonable intervals.

5.4 Upon termination of this contract all records and information, created or collected by the Municipality under this agreement, will be transferred to The City's possession in a readable format.

Administrative Procedures

5.5 The parties agree to work cooperatively to establish mutually acceptable administrative procedures for complying with the requirements of the Freedom of

Information and Protection of Privacy Act (Alberta) and regulations regarding the collection, use, retention and disposition of information in connection with the services.

Confidentiality of Financial Terms

5.6 In accordance with the Freedom of Information and Protection of Privacy Act (Alberta), the parties agree that the fee information contained hereto is intended to be confidential between the parties. The parties agree not to disclose such information to any Person without the prior written consent of the other party, or otherwise in accordance with this article, and acknowledge that such information is commercial and financial information, the disclosure of which would reasonably be expected to harm the competitive position or negotiating position of the parties or either of them and could result in financial loss to either party.

Regulatory Approval

5.7 The parties acknowledge that the Canadian Radio-television and Telecommunications Commission has the authority under federal legislation to prescribe the terms under which a communications corporation such as TELUS Communications Inc. may provide E9-1-1 services, including the charges that may be collected for such services. Therefore the charges for the services provided hereunder may be revised from time to time as a result of decisions of the commission.

ARTICLE VI - Arbitration

6.1 In the event that a dispute arises between the parties concerning a matter under this agreement, such dispute shall be determined by arbitration in accordance with the following terms and conditions:

- 6.1.1 the party desiring to refer a dispute to arbitration shall notify the other party in writing of the details of the nature and extent of the dispute;
- 6.1.2 the parties will have forty-eight (48) hours from the time the party desiring to refer a dispute to arbitration has notified the other party as set forth in Section 5.1.1 hereof, to select a sole arbitrator by mutual agreement, failing which the Fire Commissioner or the Fire Commissioner's Designate shall be the sole arbitrator (the "Arbitrator");
- 6.1.3 the decision of the Arbitrator shall be binding upon the parties hereto;
- 6.1.4 the cost of each arbitration shall be borne by the party against which the award is made by the Arbitrator, unless the Arbitrator decides otherwise;
- 6.1.5 the Arbitrator shall not alter, amend or otherwise change the terms and conditions of the agreement;

- 6.1.6 except as modified herein, the provisions of the Arbitration Act, R.S.A., 1980, c. A-43, as amended from time to time, shall apply to any arbitration conducted pursuant to this agreement; and
- 6.1.7 notwithstanding any provision contained herein to the contrary, if any dispute which has been submitted to the Arbitrator has not been determined by the Arbitrator within forty-five (45) days of receipt of the notice to arbitrate, either party at any time thereafter, but prior to a determination being made by the Arbitrator shall have the right of recourse to the Court of Alberta having jurisdiction for the determination of the dispute and upon the commencement of any action for such purpose, the jurisdiction of the Arbitrator with respect of such dispute shall cease.

Arbitrable Matters

6.2 Disputes arising in connection with matters described in Articles II through IV, inclusive, of this agreement may be submitted to the Arbitrator. Any other disputes arising out of this Agreement are not arbitrable and may not be submitted to the Arbitrator and the provisions hereof in respect of arbitration shall not apply.

ARTICLE VII - GENERAL TERMS

Force Majeure

7.1 The City shall not be liable to the Municipality for any failure of or delay in the performance of its obligations hereunder nor be deemed to be in breach of this agreement, if such failure or delay has arisen from "Force Majeure". For the purposes of this agreement, "Force Majeure" means any cause not within the control of The City including, without limitation, termination of or substantial change in the terms of the Agreement to Provision E9-1-1 Services between The City and TELUS COMMUNICATIONS INC. for whatever cause, which in the reasonable opinion of The City makes it unfeasible for The City to continue to provide services to the Municipality, the interruption of telecommunications, gas, electric or other utility service, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, lightning, storms, floods, high water, washouts, inclement weather, orders or acts of military authorities, civil disturbances and explosions.

7.2 Where The City is prevented from carrying out its obligations hereunder due to Force Majeure, The City shall, as soon as possible, give notice of the occurrence of such Force Majeure to the Municipality and The City shall thereupon be excused from the performance of such obligations for the period of time directly attributable to the effect of the Force Majeure.

Waiver

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

Unenforceability

7.4 If any term, covenant or condition of the agreement, or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent, those provisions shall be severed and deemed deleted and the remainder of this agreement shall not be effected thereby and each remaining term, covenant or condition of this agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

Entire Agreement

7.5 This agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no general or specific warranties, representations or other agreements by or among the parties in connection with the entering into of this agreement or the subject matter hereof except as specifically set forth herein.

Amendments

7.6 This agreement may be altered or amended in any of its provisions when any such changes are reduced to writing and signed by the parties hereto but not otherwise.

Further Assurances

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

Notices

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

- 7.8.1 personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid; or

7.8.2 by telecopier or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:

- (a) upon transmission with answer back confirmation if received within the normal working hours of the business day; or
- (b) at the commencement of the next ensuing business day following transmission with answer back confirmation thereof; or

7.8.3 by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received seventy-two (72) hours after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

7.9 Except as herein otherwise provided, Notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, or five (5) days after the same has been mailed in a prepaid envelope by single registered mail:

- (a) in the case of The City:
P.O. Box 5008
Red Deer, Alberta T4N 3T4

Phone: 346-5511
Fax: 343-1866
Attention: Fire Chief

- (b) in the case of the Municipality:
Box 220
Blackfalds, Alberta T0M 0C0

Phone: 885-4677
Fax: 885-4610
Attention: Chief Administration Officer

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

Headings

7.10 The headings in this agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this agreement or any provision hereof.

Singular, Plural and Gender

7.11 Wherever the singular, plural, masculine, feminine or neuter is used throughout this agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof and all covenants herein shall be construed to be joint and several when applicable to more than one party.

Assignment

7.12 This agreement shall not be assignable by either party to any other person, firm or corporation without the prior written consent of the other party.

Enurement

7.13 This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

Governing Law and Submission to Jurisdiction

7.14 This agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the parties hereto hereby submit to the jurisdiction of the Courts in the Province of Alberta.

Survival

7.15 The parties acknowledge and agree that in the event certain provisions of this agreement which, by their context, are meant to survive the termination or expiry of the Term, such provisions shall survive the termination or expiry of the term and shall not be merged therein or therewith.

IN WITNESS WHEREOF the parties have set their seals and hands of their proper officers in that behalf on the day and year first above written.

CITY OF RED DEER

Per: *A. Mousenga*
(Corporate Seal) *Deputy City Clerk*

MUNICIPALITY

Per: *Wayne Jutz*
Per: *David Newman*
(Corporate Seal)

9-1-1 CALL ANSWER SERVICES AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____

BETWEEN:

The City of Red Deer
(the "City")

-and-

The Town of Blackfalds
(the "Local Authority")

Background

- A. The City entered into an agreement for the provision of Provincial E9-1-1 Service with AGT Limited (now known as "TELUS COMMUNICATIONS INC.") dated February 19, 1997 under which TELUS COMMUNICATIONS INC. provides E9-1-1 Services to The City;
- B. The City operates a Call Answer Centre to receive emergency 9-1-1 calls originating in the City of Red Deer and which is also capable of providing such services to the Local Authority;
- C. Under Section 54 of the *Municipal Government Act*, a municipality may provide any service it provides in the municipality in another location with the agreement of the relevant authority;
- D. The parties wish to enter into an agreement whereby the City will provide specified emergency 9-1-1 services to the Local Authority;

NOW THEREFORE the parties agree as follows:

ARTICLE I - Definitions

Definitions

- 1. In this agreement:
 - 1.1 "9-1-1 Call Answer Services" means the receipt of all 9-1-1 calls originating in the Local Authority and the transfer of such calls to the agency, service or department identified by the Local Authority from time to time as the appropriate body to provide emergency responses.
 - 1.2 "NG9-1-1" is an internet protocol (IP) based system comprised of:

- i. transport infrastructure, known as managed “Emergency Services IP Enabled Networks” (ESInets),
 - ii. the functional elements and databases that replicate traditional Enhanced 9-1-1(E9-1-1) features and functions, and
 - iii. additional capabilities, known as “next-generation core services” (NGCS).
- 1.3 "Service Area" means the geographic boundaries of the Local Authority, as they exist from time to time;
- 1.4 "Service Fee" means an amount paid to the City monthly, either by the Local Authority or by the telecommunications company, calculated by multiplying the number of telephone lines in the Local Authority’s service area by 88 cents, but subject to Telecommunications Company’s ability to collect the monthly fee from their customers.
- 1.5 “TDD” means service provided to the hearing and speech-impaired customers who have the special equipment required to connect to the system.
- 1.6 “Telecommunications Company” is the provider of telephone and/or internet services (i.e. TELUS, Rogers, etc.).

ARTICLE II – Engagement

Term of Agreement

2.1 The term of this agreement shall be a period of five years from January 1st, 2025, unless extended, renewed or earlier terminated.

Renewal

2.2 At the end of the term or any renewal, this agreement may be renewed for successive five (5) year periods by an amending agreement between the parties, not less than twelve (12) months prior to the expiry of the initial or any renewal term.

Termination upon Notice

2.3 Either party may terminate this agreement on twelve (12) months written notice to the other.

Service Fee

2.5 The Local Authority shall pay, or cause the Telecommunications Company to pay, the Service Fee or such other amount as the parties may agree from time to time. For this purpose, the Local Authority shall provide to The City a copy of the duly signed authorization by completing the Agreement to Collect Local Government Authority Call Answer Levy for Provincial 9-1-1 Service and Notice (pursuant to the Agreement to Collect Municipal Charges for the Provincial 9-1-1 Service) or such other documentation as may be required from time to time.

ARTICLE III - Covenants of The City

3.1 In respect of all 911 calls and NG9-1-1 calls originating within the Local Authority's Service Area on a year-round, twenty-four (24) hour per day, seven (7) day per week basis during the term, the City agrees to:

- 3.1.1 provide 9-1-1 and NG9-1-1 call and text answer services;
 - 3.1.3 provide TDD service;
 - 3.1.4 keep and maintain records with respect to the provision of the services, including total calls and texts received, the manner in which received calls and texts were dealt with and any other information the parties may jointly determine;
 - 3.1.5 maintain a secondary emergency call handling back-up centre to manage overflow calls, or in the event of a call centre failure;
 - 3.1.6 select, employ and train all required personnel for the purpose of providing services pursuant to this agreement;
 - 3.1.7 make reasonable efforts to maintain adequate staff to ensure prompt delivery of 9-1-1/NG9-1-1 services;
 - 3.1.8 pay for any expenses deemed necessary by the City to modify its 9-1-1/NG9-1-1 Call Answer system to implement the services;
 - 3.1.9 indemnify and save harmless the Local Authority and its agents or employees from and against all liability, claims, actions, suits, proceedings, damages or expenses for any loss, injury or damage caused to persons or property as a result of the negligence of The City or its agents or employees including all out-of-pocket legal expenses incurred by Municipality in defending any such claim.
- 3.2 The City agrees to maintain in place during the term a policy of comprehensive public liability and professional negligence insurance covering the obligations of the City hereunder, such policy to be an amount of not less than \$5,000,000.00 per occurrence.

ARTICLE IV - Covenants of the Local Authority

- 4.1 The Local Authority agrees to:
- 4.1.1 supply the City with all information reasonably required to enable it to connect 9-1-1/NG9-1-1 calls to the agency, service or department determined by the Local Authority to be the appropriate body to dispatch emergency response services;
 - 4.1.2 enter into an agreement with TELUS (or the appropriate telecommunications company) to direct all 9-1-1/NG9-1-1 calls from within the service area to the City's emergency communications centre;
 - 4.1.3 ensure the dispatching agency, service or department will:
 - (a) receive all forwarded 9-1-1/NG9-1-1 calls on a year-round, twenty-four (24) hours per day, seven (7) days per week basis;
 - (b) receive the information needed to respond to the call; and
 - (b) communicate the relevant information to the appropriate emergency response agencies in accordance with the relevant standard operating procedures of the Local Authority in effect from time to time;
 - 4.1.4 be responsible, at its sole expense, to develop all public information relating to 9-1-1/NG9-1-1 Call Answer Services available in the Service Area and must obtain the City's written approval of such public information before distribution;
 - 4.1.5 indemnify and save harmless the City and its agents or employees from and against all liability, claims, actions, suits, proceedings, damages or expenses for any loss, injury or damage caused to persons or property as a result of the negligence of the Local Authority, its agents or employees, including all out-of-pocket legal expenses incurred by the City in defending any such claim;
 - 4.1.6 the Local Authority agrees to maintain in place during the term of this agreement a policy of comprehensive public liability and professional negligence insurance:
 - i. covering the obligations of each party hereunder,
 - ii. in an amount of not less than \$5,000,000.00 per occurrence;
 - iii. showing the City as an additional insured; and
 - iv. provide the City a copy of the insurance certificate before this agreement goes into effect.

ARTICLE V - Freedom of Information and Protection of Privacy Act Compliance

5.1 The collection, use and disclosure of all information, whether by the City or the Local Authority will be performed in accordance with the provisions of the Freedom of Information and Protection of Privacy (FOIP) Act and the Local Authority agrees to work with the City's FOIP coordinator to establish mutually acceptable protocols for the handling of information to ensure the respective obligations of both parties under FOIP are met.

Records

5.2 The City and the Local Authority shall both maintain accurate accounts, books, logs, charts, records and other recorded information (the "records") relating to the provision of services under this agreement, in such a manner that data reasonably required to verify any information provided by one party will be available to the other party in exercising that other party's right of verification. Records will be retained in accordance with any applicable federal or provincial legislation.

5.3 The management of information created or collected by the Local Authority, under this agreement, shall conform to the City's Records Classification, Retention and Disposition Manual of The City. Compliance may include, but is not limited to, physical arrangement of the records, retention periods and disposition methods. Compliance audits may be performed at the discretion of The City, from time to time, at reasonable intervals.

5.4 Upon termination of this contract all records and information created or collected by the Local Authority under this agreement will be transferred to the City's possession in a readable format.

Confidentiality of Financial Terms

5.5 In accordance with the *Freedom of Information and Protection of Privacy Act* (Alberta), the parties agree that fee information contained hereto is intended to be confidential between the parties. The parties agree not to disclose such information to any person without the prior written consent of the other party, or otherwise in accordance with this article, and acknowledge that such information is commercial and financial information, the disclosure of which would reasonably be expected to harm the competitive position or negotiating position of the parties or either of them and could result in financial loss to either party.

Regulatory Approval

5.6 Despite any other provision of this agreement, the parties acknowledge the Canadian Radio-television and Telecommunications Commission has authority under federal legislation to prescribe the terms under which a communications corporation, such as TELUS Communications Inc., may provide E9-1-1/NG9-1-1 services, including the charges that may be collected for such services; therefore, the charges for the services provided hereunder may be revised from time to time as a result of decisions of the commission.

ARTICLE VI - Arbitration

6.1 In the event a dispute arises between the parties concerning a matter under this agreement, such dispute shall be determined by arbitration in accordance with the following terms and conditions:

- 6.1.1 the party desiring to refer a dispute to arbitration shall notify the other party in writing of the details of the nature and extent of the dispute;
- 6.1.2 the parties will have one month from the time the party desiring to refer a dispute to arbitration has notified the other party as set forth in Section 6.1.1 hereof, to select a sole arbitrator by mutual agreement, failing which the arbitrator shall be appointed by the Alternative Dispute Resolution (ADR) Institute of Alberta's "Select and Appoint" process (the "Arbitrator");
- 6.1.3 the decision of the Arbitrator shall be binding upon the parties hereto;
- 6.1.4 the cost of each arbitration shall be borne by the party against which the award is made by the Arbitrator, unless the Arbitrator decides otherwise;
- 6.1.5 the Arbitrator shall not alter, amend or otherwise change the terms and conditions of the agreement;
- 6.1.6 except as modified herein, the provisions of the Arbitration Act, R.S.A., 1980, c. A-43, as amended from time to time, shall apply to any arbitration conducted pursuant to this agreement; and
- 6.1.7 notwithstanding any provision contained herein to the contrary, if any dispute submitted to the Arbitrator is not determined by the Arbitrator within forty-five (45) days of receipt of the notice to arbitrate, either party at any time thereafter, but prior to a determination being made by the Arbitrator, shall have the right of recourse to the Court of Alberta having jurisdiction for the determination of the dispute and upon the commencement of any action for such purpose, the jurisdiction of the Arbitrator with respect of such dispute shall cease.

Arbitrable Matters

6.2 Despite any other provision of this agreement, disputes arising in connection with matters described in Articles II through IV, inclusive, of this agreement may be submitted to the Arbitrator. Any other disputes arising out of this Agreement are not arbitrable and may not be submitted to the Arbitrator and the provisions hereof in respect of arbitration shall not apply.

ARTICLE VII - GENERAL TERMS

Force Majeure

7.1 The City shall not be liable to the Local Authority for any failure of or delay in the performance of its obligations hereunder, nor be deemed to be in breach of this agreement, if such failure or delay arises from "Force Majeure". For the purposes of this section, "Force Majeure" means any cause not within the control of the City including, without limitation, termination of or substantial change in the terms of the Agreement to Provision 9-1-1 Services, or similar agreements between the City and TELUS Communications Inc., for whatever cause which, in the reasonable opinion of the City, makes it unfeasible for the City to continue to provide services to the Local Authority, the interruption of telecommunications, gas, electric or other utility service, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, pandemics, landslides, earthquakes, fires, lightning, storms, floods, high water, washouts, inclement weather, orders or acts of military authorities, civil disturbances and explosions.

7.2 Where the City is prevented from carrying out its obligations hereunder due to Force Majeure, the City shall, as soon as possible, give notice of the occurrence of such Force Majeure to the Local Authority and the City shall thereupon be excused from the performance of such obligations for the period of time directly attributable to the effect of the Force Majeure.

Waiver

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

Unenforceability

7.4 If any term, covenant or condition of the agreement, or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent, those provisions shall be severed and deemed deleted and the remainder of this agreement shall not be affected thereby and each remaining term, covenant or condition of this agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

Entire Agreement

7.5 This agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no general or specific warranties, representations or other

agreements by or among the parties in connection with the entering into of this agreement or the subject matter hereof except as specifically set forth herein.

Amendments

7.6 This agreement may be altered or amended in any of its provisions when any such changes are reduced to writing and signed by the parties hereto but not otherwise.

Further Assurances

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

Notices

7.8 Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing.

7.9 Notice shall be served by one of the following means:

- 7.8.1 personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid;
- 7.8.2 by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received seventy-two (72) hours after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received; or
- 7.8.3 by email to the party on whom it is served. Notice so served shall be deemed to be received on the next business day, or when receipt is acknowledged, whichever is earlier.

7.9 Except as herein otherwise provided, Notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, or five (5) days after the same has been mailed in a prepaid envelope by single registered mail:

- (a) in the case of the City:
P.O. Box 5008
Red Deer, Alberta T4N 3T4

Phone: 403-346-5511
Email: emsfire@reddeer.ca
Attention: Fire Chief

- (b) in the case of the Local Authority:
Box 220, 5018 Waghorn St
Blackfalds, AB T0M 0J0

Phone: (403)885-4677
Email: communications@blackfalds.ca
Attention: CAO

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

Headings

7.10 The headings in this agreement are inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this agreement or any provision hereof.

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IN WITNESS WHEREOF the parties have set their seals and hands of their proper officers in that behalf on the day and year first above written.

CITY OF RED DEER

THE TOWN OF BLACKFALDS

Per: _____

Per: _____

Per: _____