**TOWN OF BLACKFALDS**
**REGULAR COUNCIL MEETING**
Tuesday, April 28, 2026, at 6:00 p.m.
Civic Cultural Centre – 5018 Waghorn Street

# AGENDA

1. **WELCOME AND CALL TO ORDER**

2. **LAND ACKNOWLEDGEMENT**

2.1 In the spirit of Truth and Reconciliation, the Town of Blackfalds acknowledges that we are on Treaty 6 territory, the ancestral lands of Cree, Saulteaux (So-toe), Blackfoot, Métis, Dene (De-nay) and Nakota Sioux (Sue). We acknowledge all the many First Nations, Métis, Inuit, and non-status peoples whose footsteps have marked these lands since time immemorial.

We recognize the inherent relationships Indigenous communities have with this land and its creatures and commit to supporting reconciliation and healing. We honour the resilience, culture, and contributions of Indigenous peoples, past and present.

As we gather, we pledge to listen, learn, and take meaningful action toward a future based on mutual respect and understanding as we continue on our journey of truth and healing. We recognize that reconciliation is not a single act but a lifelong journey—one that requires accountability, humility, and the centering of Indigenous voices.

3. **ADOPTION OF AGENDAS**

3.1 Regular Agenda for April 28, 2026
3.2 Consent Agenda for April 28, 2026
- a) **Declaration of No Interest** *(conflict of duty and interest, pecuniary or other)*
- b) **Adoption of Minutes**
  - Special Standing Committee of Council Meeting Minutes – April 7, 2026
  - Regular Council Meeting Minutes – April 14, 2026
- c) **Council Reports**
  - Mayor Laura Svab
  - Deputy Mayor Brenda Dennis
  - Councillor Jim Sands
  - Councillor Shane Hanson
  - Councillor Ryan Brown
  - Councillor Aaron J. Hoyte
  - Councillor Cory Twerdoclib
- d) **Administrative Reports**
  - Report for Council, CAO Report – April 2026
  - Report for Council, BOLT KPI Monthly Report – February 2026 and March 2026
  - Report for Council, 2026 Mayor for a Day
- e) **Boards, Committees and Commission Minutes and/or Reports**
  - Family & Community Support Services Board Meeting Minutes – January 8, 2026, and February 19, 2026
  - Municipal Planning Commission Meeting Minutes – February 19, 2026
- f) **Information**
  - Lacombe County Council Highlights – April 9, 2026
  - City of Lacombe Council Highlights – April 13, 2026
  - Central Alberta Economic Partnership (CAEP) Year in Review 2025-2026
- g) **Correspondence**
  None

4. **PUBLIC HEARING**

4.1 None

5. **DELEGATION**

5.1 BMHA U11 Team 3 Congratulations - *Mayor Svab*
5.2 Police Committee - Chair & Vice Chair Yearly Report - *Sheila Giffin and Theressa Franko*
5.3 2025 Audited Financial Statements - *Dylen Starman and Jeff Alliston - Metrix Group*

6. **BUSINESS**

6.1 Request for Decision, 2025 Audited Financial Statements
6.2 Request for Decision, Bylaw 1335.25 - Animal Control Bylaw *(Second and Third Reading)*
6.3 Request for Decision, Bylaw 1352.26 - 2026 Property Tax Rate Bylaw *(Second and Third Reading)*
6.4 Request for Decision, Master Engineering Services Agreement Award
6.5 Request for Decision, 2026-2030 Strategic Plan
6.6 Request for Decision, Communications and Engagement Committee
6.7 Request for Decision, Alberta Seniors & Community Housing Association (ASCHA) Conference – Per Diem Top Up
6.8 Request for Decision, Community Initiatives Grant – Red Deer Kinsmen Club
6.9 Request for Decision, Proclamation – National Public Works Week
6.10 Request for Decision, Proclamation – National Seniors' Week
6.11 Request for Decision, Proclamation – National Youth Week

***Future Meetings/Events:***
- *Regular Council Meeting – May 12, 2026*
- *Standing Committee of Council Meeting – May 19, 2026*

6.12 Request for Decision, Member at Large Appointments – Library Board and Policing Committee

7. **NOTICES OF MOTION**
None

8. **CONFIDENTIAL**
None

9. **ADJOURNMENT**

**TOWN OF BLACKFALDS**
**SPECIAL STANDING COMMITTEE OF COUNCIL MEETING**
Tuesday, April 7, 2026, at 6:00 p.m.
Civic Cultural Centre – 5018 Waghorn Street

# MINUTES

A Special Standing Committee of Council Meeting for the Town of Blackfalds was held on Tuesday, April 7, 2026, at 5018 Waghorn Street in Council Chambers, commencing at 6:00 p.m.

**MEMBERS PRESENT**

Mayor Laura Svab
Deputy Mayor Brenda Dennis
Councillor Jim Sands *(virtual attendance)*
Councillor Shane Hanson
Councillor Ryan Brown
Councillor Aaron J. Hoyte
Councillor Cory Twerdoclib

**ATTENDING**

Kim Isaak, Chief Administrative Officer
Preston Weran, Director of Infrastructure and Planning Services
Ken Morrison, Director of Emergency Management and Protective Services
Jolene Tejkl, Planning and Development Manager
Danielle Nealon, Senior Legislative Advisor
Renan Bravo, IT Technician
Jessica Robinson, Executive & Legislative Coordinator

**REGRETS**

None

**OTHERS PRESENT**

Dena Thomas, Blackfalds AG Society

**1.1 WELCOME AND CALL TO ORDER**

Deputy Mayor Dennis welcomed everyone to the Special Standing Committee of Council Meeting of April 7, 2026, and called the meeting to order at 6:00 p.m.

Deputy Mayor Dennis indicated that Councillor Sands was attending the meeting virtually.

**1.2 REVIEW OF AGENDA**

**019/26** Councillor Hanson moved That Standing Committee of Council receive the Agenda for April 7, 2026, as presented.

**CARRIED UNANIMOUSLY**

**2. LAND ACKNOWLEDGEMENT**

A Land Acknowledgement was read to recognize that the Town of Blackfalds is on Treaty 6 territory.

**3. DELEGATIONS**

**3.1 Blackfalds AG Society – Empowering Minds Grand Award**

Dena Thomas, representing the Blackfalds AG Society, provided Council with an overview of the Empowering Minds Grant the AG Society was awarded.

**4. BUSINESS**

**4.1 Report for Committee, Intermunicipal Development Plan Orientation**

Manager Tejkl and CAO Isaak, as part of Council's ongoing orientation, provided an overview of the Intermunicipal Development Plan.

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**020/26** Mayor Svab moved That Standing Committee of Council receive the Intermunicipal Development Plan report and presentation for information as part of the ongoing Council Orientation process.

**CARRIED UNANIMOUSLY**

**4.2 Report for Committee, Intermunicipal Collaboration Framework Agreement Orientation**

CAO Isaak, as part of Council's ongoing orientation, provided an overview of the Intermunicipal Collaboration Framework Agreement.

**021/26** Councillor Hoyte moved That Standing Committee of Council receive the Intermunicipal Collaboration Framework Agreement report and presentation for information as part of the ongoing Council Orientation process.

**CARRIED UNANIMOUSLY**

**4.3 Report for Direction, Council Procedural 2026 Amendment Bylaw**

Senior Advisor Nealon presented proposed amendments to Council's Procedural Bylaw.

**022/26** Councillor Hanson moved that Standing Committee of Council Refer item 4.3 Council Procedural 2026 Amendment Bylaw to a future Council Meeting, including answers to the member feedback that were proposed.

**CARRIED UNANIMOUSLY**

**4.4 Report for Direction, Draft Terms of Reference for Communications and Engagement Committee**

CAO Isaak provided an overview of the draft terms of reference for establishing Communications and Engagement Committee.

**023/26** Councillor Brown moved That Standing Committee of Council recommend to Council that the Communications and Engagement Committee draft Terms of Reference be forwarded to a Regular Meeting of Council for consideration.

**CARRIED UNANIMOUSLY**

**RECESS**

Deputy Mayor Dennis called for a five-minute recess at 8:04 p.m.

**SPECIAL STANDING COMMITTEE OF COUNCIL MEETING RETURNED TO ORDER**

Deputy Mayor Dennis called the Special Standing Committee of Council Meeting back to order at 8:11 p.m.

**5. CONFIDENTIAL**

**5.1 Personnel Matter – ATIA Section 29 – Advice from Officials**

**5.2 Council Remuneration – ATIA Section 29 - Advice from Officials**

**024/26** Mayor Svab moved That Standing Committee of Council move to a closed session commencing at 8:12 p.m., in accordance with Section 197(2) of the *Municipal Government Act,* to discuss items 5.1 Personnel Matter and 5.2 Council Remuneration, as per Section 29 of the *Access to Information Act.*

**CARRIED UNANIMOUSLY**

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**Closed Session Attendance:** *Mayor Laura Svab, Deputy Mayor Brenda Dennis, Councillor Jim Sands (virtual attendance), Councillor Shane Hanson, Councillor Ryan Brown, Councillor Aaron J. Hoyte, Councillor Cory Twerdoclib, and CAO Kim Isaak.*

**025/26** Councillor Hoyte moved That Standing Committee of Council move to come out of the closed session at 8:59 p.m.

**CARRIED UNANIMOUSLY**

**SPECIAL STANDING COMMITTEE OF COUNCIL MEETING RETURNED TO ORDER**

Deputy Mayor Dennis called the Special Standing Committee of Council Meeting back to order at 8:59 p.m.

**Standing Committee of Council Meeting Attendance:** *Mayor Laura Svab, Deputy Mayor Brenda Dennis, Councillor Jim Sands (virtual attendance), Councillor Shane Hanson, Councillor Ryan Brown, Councillor Aaron J. Hoyte, Councillor Cory Twerdoclib, and CAO Kim Isaak.*

**5.1 Personnel Matter – ATIA Section 29 – Advice from Officials**

**026/26** Councillor Hanson moved That Standing Committee of Council direct Administration to proceed as discussed in closed session.

**CARRIED UNANIMOUSLY**

**ADJOURNMENT**

Deputy Mayor Dennis adjourned the Standing Committee of Council Meeting at 8:59 p.m.

Brenda Dennis, Deputy Mayor

Kim Isaak, Chief Administrative Officer

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# MINUTES

A Regular Council Meeting for the Town of Blackfalds was held on April 14, 2026, at 5018 Waghorn Street in Council Chambers, commencing at 6:00 p.m.

**MEMBERS PRESENT**

Deputy Mayor Brenda Dennis
Councillor Jim Sands
Councillor Shane Hanson
Councillor Ryan Brown
Councillor Aaron J. Hoyte

**ATTENDING**

Kim Isaak, Chief Administrative Officer
Preston Weran, Director of Infrastructure & Planning Services
Justin de Bresser, Director of Corporate Services
Ken Morrison, Director of Emergency Management & Protective Services
Jolene Tejkl, Planning & Development Manager
Aws Al Sammarraie, Engineering Services Manager
Renan Bravo, Information Technology Technician
Danielle Nealon, Senior Legislative Advisor

**REGRETS**

Mayor Laura Svab
Councillor Cory Twerdoclib

**OTHERS PRESENT**

Robert Côté, Fire Chief – Blackfalds Fire Department
Mike Ernst, Blackfalds Fire Department
Jo Phillips, Regional Red Deer Restorative Justice Society
Gordon Lau, Stantec

## 1. WELCOME AND CALL TO ORDER

Deputy Mayor Dennis welcomed everyone to the Regular Council Meeting of April 14, 2026, and called the meeting to order at 6:00 p.m. and indicated that Mayor Svab and Councillor Twerdoclib sent their regrets.

## 2. LAND ACKNOWLEDGEMENT

A Land Acknowledgement was read to recognize that the Town of Blackfalds is on Treaty 6 territory.

## 3. ADOPTION OF AGENDAS

**091/26** Councillor Hanson moved That Council adopt the Regular Agenda for April 14, 2026, as presented.

**CARRIED UNANIMOUSLY**

**092/26** Councillor Hoyte moved That Council adopt the Consent Agenda for April 14, 2026, as presented, containing:

a) **Declaration of No Interest** *(conflict of duty and interest, pecuniary or other)*
b) **Adoption of Minutes**
   - Regular Council Meeting Minutes – March 10, 2026
   - Standing Committee of Council Meeting Minutes – March 16, 2026
c) **Council Reports**
   None
d) **Administrative Reports**
   - Report for Council, Enforcement & Protective Services Monthly Report – March 2026
   - Report for Council, Development & Building Monthly Report – March 2026
   - Report for Council, 2027 Budget Planning Timeline

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**e) Boards, Committee and Commission Minutes and/or Reports**
- Lacombe Foundation Meeting Minutes – February 2, 2026
- Parkland Regional Library System Board Draft Meeting Minutes – February 26, 2026

**f) Information**
- Lacombe County Council Highlights - March 12, 2026
- City of Lacombe Council Highlights - March 23, 2026
- Lacombe County Council Highlights – March 26, 2026
- Library Programming Report – December 2025 and January 2026
- PRLS Board Talk - February 26, 2026

**g) Correspondence**
- Letter to Lacombe County Re: Alberta Community Partnership – February 20, 2026
- Letter to City of Lacombe Re: Alberta Community Partnership – February 20, 2026
- Letter from Minister Dan Williams Re: 2026 Fire Services Training Program Grant, March 24, 2026
- Letter from Central Alberta Realtors Association – March 24, 2026
- Letter from Minister Dan Williams Re: Introduction of the Municipal Affairs and Housing Statutes Amendment Act, 2026 – April 2, 2026
- Alberta Disability Services Professional Appreciation Week for May 18 - May 24, 2026

**CARRIED UNANIMOUSLY**

**4. PUBLIC HEARING**

None

**5. DELEGATION**

**5.1 Alberta Emergency Services Medal Awards**

Deputy Mayor Dennis and Fire Chief Robert Côté presented the Alberta Emergency Services Medal Award to Ken Morrison and Mike Ernst for their 12 years of service.

**5.2 Regional Red Deer Restorative Justice Society**

Jo Phillips, representing the Regional Red Deer Restorative Justice Society, provided Council with an overview of the organization that works alongside Blackfalds RCMP detachments, Blackfalds schools, and community partners.

**6. BUSINESS**

**6.1 Request for Decision, Population and Land Demand Analysis**

Gordon Lau, representing Stantec, presented the updated Population and Land Demand Analysis, which is based on a 25-year horizon.

**093/26** Councillor Brown moved That Council adopt the Population and Land Demand Analysis report, as presented.

**CARRIED UNANIMOUSLY**

**6.2 Request for Decision, Budget Amendment – Traffic Master Plan 2026**

Manager Al Sammarraie brought forward a request to amend the budget for the 2026 Traffic Master Plan.

**MAIN MOTION**

Councillor Sands moved That Council approve $50,000 from the general operating reserve to cover the revised scope cost of the 2026 Traffic Master Plan update.

*A motion to refer was introduced before the vote on the main motion*

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**094/26** Councillor Hanson moved That Council refer the Budget Amendment – Traffic Master Plan 2026 Report back to Administration to tender the 2026 Traffic Master Plan.

**DEFEATED**
***In favour: Deputy Mayor Dennis***
***Councillor Hanson***

**095/26** Councillor Sands moved That Council approve $50,000 from the general operating reserve to cover the revised scope cost of the 2026 Traffic Master Plan update.

**CARRIED**
***Opposed: Deputy Mayor Dennis***
***Councillor Hanson***

**6.3 Request for Decision, Bylaw 1351.26 – 5401 Blackfalds Industrial Way Redistricting**

Manager Tejkl brought forward Bylaw 1351.26 for Council's consideration of First Reading and subsequent setting of a Public Hearing.

**096/26** Councillor Hoyte moved That Council give First Reading to Bylaw 1351.26 – Redesignation of Part of Lot 9 Block 4 Plan 082 5372 from Industrial Heavy District (I-2) to Parks and Recreation District (PR), as presented.

**CARRIED**
***Opposed: Councillor Hanson***

**097/26** Councillor Sands moved That a Public Hearing date be set for May 12, 2026, at 6:00 p.m. in Council Chambers.

**CARRIED UNANIMOUSLY**

**6.4 Request for Decision, Municipal Development Plan Vision Statement Refresh**

Following the Standing Committee of Council's direction on March 16, 2026, Manager Tejkl brought forward the updated Municipal Development Plan Vision Statement, as amended by the Committee's consensus.

**098/26** Councillor Brown moved That Council adopt the updated Municipal Development Plan Vision Statement, as presented.

**CARRIED UNANIMOUSLY**

**6.5 Request for Decision, Bylaw 1352.26 - 2026 Property Tax Rate Bylaw**

Director de Bresser presented Bylaw 1352.26, being the Bylaw to set the Town's 2026 Property Tax Rate for Council's consideration of First Reading.

**099/26** Councillor Sands moved That Council give First Reading to Bylaw 1352.26 - 2026 Property Tax Rate Bylaw, as presented.

**CARRIED UNANIMOUSLY**

**6.6 Request for Decision, Bylaw 1348.26 - McKay Ranch Lift Station Borrowing Bylaw**

Director de Bresser presented Bylaw 1348.26, being a Bylaw for the McKay Ranch Lift Station Borrowing for Council's consideration of Second and Third Reading.

**100/26** Councillor Hoyte moved That Council give Second Reading to Bylaw 1348.26 – McKay Ranch Lift Station Borrowing Bylaw, as presented.

**CARRIED UNANIMOUSLY**

**101/26** Councillor Sands moved That Council give Third Reading to Bylaw 1348.26 – McKay Ranch Lift Station Borrowing Bylaw, as presented.

**CARRIED UNANIMOUSLY**

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**6.7 Request for Decision, Bylaw 1353.26 - Council Procedural 2026 Amendment Bylaw**

Following the direction of the Standing Committee of the Council on April 7, 2026, Legislative Advisor Nealon brought forward Council Procedural 2026 Amendment Bylaw with the supplied member feedback.

**102/26** Councillor Hoyte moved That Council give First Reading to Bylaw 1353.26 - Council Procedural 2026 Amendment Bylaw, as presented.

**CARRIED UNANIMOUSLY**

Councillor Sands moved That Council give Second Reading to Bylaw 1353.26 - Council Procedural 2026 Amendment Bylaw.

**PROPOSED AMENDMENTS TO THE BYLAW**

**103/26** Councillor Hanson moved That Council amend Bylaw 1353.26 to remove “preamble” from Section 2.17 (19.4) (d) and remove “Special Meetings” from Section 2.15 (16.10).

**CARRIED UNANIMOUSLY**

**104/26** Councillor Hanson moved That Council give Second Reading to Bylaw 1353.26 - Council Procedural 2026 Amendment Bylaw, as amended.

**CARRIED UNANIMOUSLY**

**105/26** Councillor Brown moved That Council give unanimous consent to consider Third Reading to Bylaw 1353.26 - Council Procedural 2026 Amendment Bylaw, as presented.

**CARRIED UNANIMOUSLY**

**106/26** Councillor Sands moved That Council give Third Reading to Bylaw 1353.26 - Council Procedural 2026 Amendment Bylaw, as presented.

**CARRIED UNANIMOUSLY**

**6.8 Request for Decision, Bylaw 1354.26 Subdivision and Development Appeal Board**

Legislative Advisor Nealon brought forward Bylaw 1354.26, a Bylaw to establish a Town Subdivision and Development Appeal Board and to authorize an Intermunicipal Subdivision and Development Appeal Board.

**107/26** Councillor Hoyte moved That Council give First Reading to Bylaw 1354.26, Subdivision and Development Appeal Board Bylaw, as presented.

**CARRIED UNANIMOUSLY**

**108/26** Councillor Hanson moved That Council give Second Reading to Bylaw 1354.26, Subdivision and Development Appeal Board Bylaw, as presented.

**CARRIED UNANIMOUSLY**

**109/26** Councillor Sands moved That Council give unanimous consent to consider Third Reading to Bylaw 1354.26, Subdivision and Development Appeal Board Bylaw, as presented.

**CARRIED UNANIMOUSLY**

**110/26** Councillor Brown moved That Council give Third Reading to Bylaw 1354.26, Subdivision and Development Appeal Board Bylaw, as presented.

**CARRIED UNANIMOUSLY**

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**6.9 Request for Decision, Council Policy CP-192.26 - Council and Administration Protocol**

Following the direction of the Standing Committee of the Council on March 16, 2026, CAO Isaak presented Council Policy CP-192.26 for Council and Administration Protocol for Council's consideration.

**111/26** Councillor Sands moved That Council adopt Council Policy CP-192.26 - Council and Administration Protocol, effective immediately.

**CARRIED UNANIMOUSLY**

**6.10 Request for Decision, Burman University School of Business Advisory Board**

CAO Isaak requested Council's consideration in endorsing Mayor Svab's appointment to the Burman University School of Business Advisory Board.

**112/26** Councillor Hoyte moved That Council endorse Mayor Svab's appointment to the Burman University of School Business Advisory Board.

**CARRIED UNANIMOUSLY**

**6.11 Council Motion, Disc Golf**

Councillor Hanson provided a Notice of Motion regarding Disc Golf to be considered by Council at the April 14, 2026, Regular Meeting of Council.

**113/26** Councillor Hanson moved That Council request Administration develop a plan for a Disc Golf Course in a greenspace in the McKay Ranch Subdivision, utilizing the Disc Golf equipment purchased by the Optimist Club of Blackfalds for our community.

**CARRIED UNANIMOUSLY**

**7. NOTICES OF MOTION**

None

**RECESS**

Deputy Mayor Dennis called for a 5-minute recess at 8:45 p.m.

**REGULAR COUNCIL MEETING RETURNED TO ORDER**

Deputy Mayor Dennis called the Regular Council Meeting back to order at 8:50 p.m.

**MEETING TIME EXTENSION**

**114/26** Councillor Hanson moved That Council approve extending the Regular Meeting for April 14, 2026, beyond the three-hour limit.

**CARRIED UNANIMOUSLY**

**8. CONFIDENTIAL**

**8.1 Amending Lease, ATIA Section 19 - Disclosure Harmful to a Business Interests of a Third Party**

**8.2 South Street & Highway 2A Intersection, ATIA Section 29 - Advice from Officials**

**115/26** Councillor Hoyte moved That Council move to a closed session commencing at 8:50 p.m. in accordance with Section 197(2) of the *Municipal Government Act* to discuss item 8.1 Amending Lease, pursuant to Section 19 of the *Access to Information Act* and 8.2 South Street & Highway 2A Intersection, pursuant to Section 29 of the *Access to Information Act.*

**CARRIED UNANIMOUSLY**

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**Closed Session Attendance:** *Deputy Mayor Brenda Dennis, Councillor Jim Sands, Councillor Shane Hanson, Councillor Ryan Brown, Councillor Aaron J. Hoyte, CAO Kim Isaak, Director Preston Weran, Manager Aws Al Sammarraie, and Legislative Advisor Danielle Nealon.*

**116/26** Councillor Sands moved That Council move to come out of the closed session at 9:43 p.m.

**CARRIED UNANIMOUSLY**

**REGULAR COUNCIL MEETING RETURNED TO ORDER**

Deputy Mayor Dennis called the Regular Council Meeting back to order at 9:43 p.m.

**Regular Council Meeting Attendance:** *Deputy Mayor Brenda Dennis, Councillor Jim Sands, Councillor Shane Hanson, Councillor Ryan Brown, Councillor Aaron J. Hoyte, CAO Kim Isaak, Director Preston Weran, Manager Aws Al Sammarraie, and Legislative Advisor Danielle Nealon.*

**8.2 South Street & Highway 2A Intersection, ATIA Section 29 - Advice from Officials**

**117/26** Councillor Sands moved That Council direct Administration to proceed with the South Street and Highway 2A Intersection realignment capital project, as originally presented.

**DEFEATED**
***In Favour: Councillor Hoyte***
***Councillor Brown***

**9. ADJOURNMENT**

Deputy Mayor Dennis adjourned the Regular Council Meeting at 9:46 p.m.

_____
Laura Svab, Mayor

_____
Kim Isaak, Chief Administrative Officer

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# Council Monthly Report

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| **TO** | Members of Council |
| **FROM** | **Mayor Laura Svab** |
| **SUBJECT** | • Summary of meetings/events attended as a Council representative during this reporting period<br>• Summary of key issues, decisions and/or comments for Council's information |
| **REPORT DATE** | For the period: Feb 16, 2026 – April 15, 2026 |

| Date | Meeting | Event | Other | KEY POINTS OF DISCUSSION AND/OR DECISIONS |
|---|---|---|---|---|
| | *(Choose one)* | | | |
| Feb 16 | | x | | **Winterfest**<br>- Volunteered at Family Day Bingo with my daughter. It was a big crowd and a lot of fun.<br>- Greeted at the EBC and encouraged residents to fill out the Policing Committee Survey<br>- Thanks to all the staff and volunteers who made Winterfest a great event for everyone. |
| Feb 16 | | | x | **Approval of Council Timesheets** |
| Feb 17 | x | | | **Member at Large Review Panel Debrief Meeting**<br>- Discussion on questions that are asked at the interview<br>- Discussion on a different metrics<br>- Discussion on a few items that we would like added for how many years/terms a MAL has been on the committee |
| Feb 17 | x | | | **Effective Meetings Debrief**<br>- Discussion on what are key take aways were from attending the EOEP course<br>- Discussion on what we could add to procedural bylaw |

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| | | | | - Discussion on what we could do to make meeting more effective and efficient |
| Feb 17 | x | | | **Standing Committee of Council Meeting**<br>- Blaine Calkins was a delegation, I encourage residents to watch the YouTube video for more information. |
| Feb 18 | x | | | **Joint Meeting with the Board of RDCRS Trustees and Town Council**<br>- The trustees shared information regarding St Veronica's School, which will be opening Sept of 2027. Located North on Vista Trail<br>- The Trustees shared their advocacy efforts<br>Please check out Facebook Post on Mayor's Facebook Page from Feb 19 for more information |
| Feb 19 | x | | | **Review Regular Council Meeting Agenda (1st page) with CAO** |
| Feb 19 | | | x | **SPAR & Parks for Elected Officials Virtual Workshop**<br>https://www.sparmatters.ca/<br>- This was a very interactive workshop<br>- What are you doing in your community to find out what your community wants in SPAR?<br>- Discussion around National Framework for Recreation in Canada<br>- Where in your municipality should SPAR or Parks have a stronger voice but does not? Youth and Region<br>- SPAR addresses barriers by promoting opportunities and programs |
| Feb 19 | | | | **Cheque Signing** |
| Feb 23 | x | | | **Mayor Briefing - Pre-Council Meeting Agenda Review** -with Acting CAO Morrison, Director Weran and Senior Legislative Advisor Nealon |
| Feb 24 | | | x | **Policing Committee Survey Engagement** at the Abbey Centre 9-11am |

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| Feb 24 | x | | | **Meeting with Residents** |
| Feb 24 | x | | | **Regular Council Meeting** |
| Feb 26 | | x | | **Music Jam** |
| Feb 26 | | | x | **Policing Committee Survey dropped off at IRJC** – spoke with principal Mrs. Rawlinson |
| Feb 26 | | | x | **Policing Committee Survey Engagement** at the Abbey Centre 6-8pm |
| Feb 27 | x | | | **Meeting with Mayor of Sylvan Lake**<br>- Discussed a Resolution that the Town of Sylvan Lake was bringing forth to AB Munis at the Spring Caucus on Franchise Fees |
| Feb 27 | | | x | **Alberta Council Budget Summary** |
| Feb 27 | | | x | **AB Munis Report on Alberta's 2026 Budget** |
| Feb 28 | | | x | **Council Communications and Media Training** |
| Mar 2 | x | | | **Meeting with CAO Isaak**<br>- Regarding the Council Communications and Media Training |
| Mar 2 | | x | | **Blackfalds Seniors Club**<br>- Carpet Bowiling<br>See Mayor's Facebook Page March 5 post |
| Mar 4 | x | | | **Christmas Party Planning Committee Meeting** |
| Mar 4 | x | | | **Interagency Meeting** |

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| Mar 5 | | x | | **Breakfast with the Mayor**<br>At IREC with a Grade 3 class |
| Mar 5 | x | | | **Review Regular Council Meeting Agenda (1st page) with CAO** |
| Mar 5 | x | | | **Communities Priority Plan Consultation**<br>Meeting with the RCMP with other municipalities in our Region to discuss the Community Priorities Plan |
| Mar 5 | | | x | **Cheque Signing** |
| Mar 5 | x | | | **Meeting with Residents** |
| Mar 5 | X | | | **Special Council Meeting** |
| Mar 6 | | | x | **Give to Gain: Advancing Women in Local Government – A National Panel for International Women's Day 2026** |
| Mar 7 | | x | | **International Woman's Day Red Talks**<br>- See Mayor's Facebook Page Mar 7 post |
| Mar 7 | | x | | **Cody Dennis Memorial Game** |
| Mar 10 | x | | | **Mayor Briefing - Pre-Council Meeting Agenda Review** with CAO Isaak and Senior Legislative Advisor Nealon |
| Mar 10 | | | x | **Lunch with a resident and CAO Isaak at Lunch at Cozy Corner**<br>- Resident wanted to show us what kind of activities Cozy Corner does in Lacombe for seniors |
| Mar 10 | x | | | **Regular Council Meeting** |
| Mar 11 | x | | | **Meeting with CAO Isaak and EDO McGee** |
| Mar 12 | x | | | **Burman U - School of Business; Discussion regarding proposed Small Business Resource Centre** |

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| Mar 16 | x | | | **Standing Committee of Council Meeting** |
| Mar 16 | | | x | **Approval of Council Timesheets** |
| Mar 17 | | x | | **50+ Walking Club** |
| Mar 17 | | | x | **MAL Interviews** |
| Mar 18 | | | x | **Cheque Signing** |
| Mar 19 | x | | | **Meeting with CAO Isaak** |
| Mar 19 | x | | | **RDRMUG**<br>- Meeting and roundtable from all municipalities<br>- Presentation from Red Deer River Basin Watershed Alliance https://rdrwa.ca/ |
| Mar 19 | x | | | **Mayors and Reeves meeting in Innisfail**<br>- Presentation from Red Deer Homeless Foundation https://homelessnessreddeer.com/ |
| Mar 21 | | | x | **MAL Interviews** |
| Mar 23 | x | | | **Lacombe Foundation Board meeting**<br>- Discussed Lacombe Lodge Redevelopment site selection land parcel review |
| Mar 24 | | | x | **AB Munis Spring Municipal Leaders Caucus (travel)**<br>- Met with regional partners |
| Mar 25 | | | x | **EOEP Strategic Planning**<br>- Reflects the needs in our community<br>- Council determines the “WHAT” and Administration determines the “HOW”<br>-Setting Priorities – priorities turn strategic direction into focused action<br>-Council cannot do everything at once |

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| | | | | - Priorities determine where attention goes first<br>- Reflect shared direction, not individual agendas<br>- Gives administration a clear, usable guide.<br>-Council Meetings are where the strategic plan either guides decisions or gets ignored<br>- Reference Priorities during debate<br>- Connect issues to agree direction<br>- Keep discussions anchored in the plan<br>- Use the plan to explain decisions |
| Mar 26 and 27 | | | x | **AB Munis Spring Municipal Leaders Caucus**<br>Some of the highlights<br>- Heard from Premier Smith regarding Budget 2026<br>- Presentation on Property Tax Reimagined https://www.abmunis.ca/advocacy-priorities/spotlight/property-taxes-reimagined<br>- Discussion on Local Elections and Codes of Conduct<br>- Governing with Confidence- Privacy, Information Access, and Councillor Liability<br>- Heard from Minister Dan Williams |
| Mar 27 | | x | | **U18 Hockey Alberta Provincial Championships -** Opening Ceremonies, Opening Game for the Bulldogs, and evening Banquet<br>Thank you to the U18 provincials hockey committee for organizing a great event in our community. Thanks to all the volunteers and town staff as well. Your hard work did not go unnoticed.<br>- See Mayors Facebook Page Mar 27 and 28 posts |
| Mar 28 | | | x | **U18 Hockey Alberta Provincial Championships**<br>- Volunteer 7:30am-4pm<br>- watched the Bulldogs game |
| Mar 31 | | x | | **50+ Walking Club** |
| Mar 31 | x | | | **Meeting with a potential new business** |

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|---|---|---|---|---|
| Mar 31 | x | | | **Meeting with Red Deer Regional Health Foundation –** Ken Johnston https://www.rdrhfoundation.com/ |
| Apr 1 | x | | | **Meeting with CAO Isaak** |
| Apr 1 | | | x | **Cheque Signing** |
| Apr 2 | x | | | **Blackfalds CAO Evaluation - prep call** |
| Apr 7 | x | | | **Procedural Bylaw meeting** with CAO Isaak and Senior Legislative Advisor Nealon |
| Apr 7 | x | | | **Special SCC Meeting** |
| Apr 8 | x | | | **Joint Meeting w/ Wolf Creek Public Schools** |
| Apr 9 | | x | | **Breakfast with the Mayor**<br>At IREC with one of the Grade 1 classes<br>- A student asked for better lighting outside of the library<br>See Mayors Facebook page post from IREC on Apr 9 |
| Apr 9 | x | | | **Christmas Party Planning Committee Meeting** |
| Apr 10 | x | | | **Meeting with Atco from stakeholder relations representatives and CAO Isaak** |
| Apr 12-Apr 15 | | | x | **The Alberta Seniors and Community Housing Association (ASCHA) Conference**<br>Please watch my Mayor Facebook Page for more information |
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# Council Monthly Report

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|---|---|
| **TO** | Members of Council |
| **FROM** | **Deputy Mayor Brenda Dennis** |
| **SUBJECT** | • Summary of meetings/events attended as a Council representative during this reporting period<br>• Summary of key issues, decisions and/or comments for Council's information |
| **REPORT DATE** | For the period: February 16 to March 15 |

| **Date** | **Meeting** | **Event** | **Other** | **KEY POINTS OF DISCUSSION AND/OR DECISIONS** |
|---|---|---|---|---|
| | *(Choose one)* | | | |
| February 16 | | X | | Winterfest – Policing Committee Table Survey |
| February 17 | X | | | Member at Large Review |
| February 17 | X | | | Standing Committee Meeting |
| February 18 | X | | | RDCRS Trustee Joint Meeting |
| February 24 | X | | | Regular Council Meeting |
| February 28 | | | X | Council Orientation, Communication and Media Training |
| March 3 | X | | | Library Board Meeting |
| March 5 | X | | | Special Council Meeting |
| March 10 | X | | | Regular Council Meeting |
| March 11 | X | | | Policing Committee Meeting |

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|---|---|
| **TO** | Members of Council |
| **FROM** | **Deputy Mayor Brenda Dennis** |
| **SUBJECT** | • Summary of meetings/events attended as a Council representative during this reporting period<br>• Summary of key issues, decisions and/or comments for Council's information |
| **REPORT DATE** | For the period: March 16 to April 15, 2026 |

| **Date** | **Meeting** | **Event** | **Other** | **KEY POINTS OF DISCUSSION AND/OR DECISIONS** |
|---|---|---|---|---|
| | *(Choose one)* | | | |
| March 16 | X | | | Standing Committee Meeting |
| March 17 | | | X | Members at Large Interviews |
| March 21 | | | X | Members at Large Interviews |
| March 25 | X | | | St. Gregory School Council Meeting |
| March 26-29 | | X | | U18 Provincial Hockey Championships – Games, Volunteering and Opening Ceremonies |
| April 7 | X | | | Special Standing Committee Meeting |
| April 8 | X | | | Wolf Creek School Division Joint Meeting |
| April 9 | X | | | Policing Committee Meeting |
| April 14 | X | | | Regular Council Meeting |

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|---|---|
| **TO** | Members of Council |
| **FROM** | **Councillor Jim Sands** |
| **SUBJECT** | • Summary of meetings/events attended as a Council representative during this reporting period<br>• Summary of key issues, decisions and/or comments for Council's information |
| **REPORT DATE** | For the period: Feb 15/ 26- Apr 15/ 26 |

| **Date** | **Meeting** | **Event** | **Other** | **KEY POINTS OF DISCUSSION AND/OR DECISIONS** |
|---|---|---|---|---|
| | *(Choose one)* | | | |
| Feb 17/ 26 | X | | | NRDRWSC Meeting |
| Feb 17/ 26 | X | | | NRDRWWSC Meeting |
| Feb 17/ 26 | X | | | Standing Committee of Council Meeting |
| Feb 18/ 26 | X | | | Joint Dinner and Meeting with RDCRS Trustees |
| Feb 19/ 26 | X | | | MPC Meeting |
| Feb 24/ 26 | X | | | Regular Meeting of Council |
| Feb 28/ 26 | | | X | Council Communications and Media Training |
| Mar 3/ 26 | X | | | Iron Ridge Collaboration Meeting |
| Mar 4/ 26 | X | | | Recreation, Culture and Parks Board Meeting |

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| Mar 5/ 26 | X | | | Special Meeting of Council |
| Mar 7/ 26 | | X | | Cody Dennis Memorial Hockey Game |
| Mar 10/ 26 | X | | | Regular Meeting of Council |
| Mar 16/ 26 | X | | | Standing Committee of Council Meeting |
| Mar 19/ 26 | X | | | MPC Meeting |
| Mar 23/ 26 | X | | | NRDRWSC Meeting |
| Apr 7/ 26 | X | | | Iron Ridge Collaboration Meeting |
| Apr 7/ 26 | X | | | Special Standing Committee of Council Meeting |
| Apr 14/ 26 | X | | | Regular Meeting of Council |
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|---|---|
| **TO** | Members of Council |
| **FROM** | **Councillor Shane Hanson** |
| **SUBJECT** | • Summary of meetings/events attended as a Council representative during this reporting period<br>• Summary of key issues, decisions and/or comments for Council's information |
| **REPORT DATE** | For the period: 2026.02.16 to 2026.03.15 |

| Date | Meeting | Event | Other | Date |
|---|---|---|---|---|
| | *(Choose one)* | | | |
| 2026.02.16 | | **X** | **X** | **Winterfest Policing Committee Survey Engagement**, Eagle Builders Centre, 1:30 PM - 3:00 PM |
| 2026.02.17 | **X** | | | **Standing Committee of Council Meeting,** Civic Cultural Centre, 6:00 PM - 9:00 PM |
| 2026.02.18 | **X** | | | **RDRCS Board Joint Meeting,** RDRCS Board Office, 5:00 PM - 7:30 PM |
| 2026.02.19 | **X** | | | **Municipal Planning Committee (MPC) Meeting,** Civic Cultural Centre, 6:00 PM – 6:30 PM |
| 2026.02.24 | **X** | | | **Regular Council Meeting,** Civic Cultural Centre, 6:00 PM – 9:00 PM |
| 2026.02.25 | **X** | | | **Friends of the Blindman - AGM**, Bentley Community Hall, 5:00 PM - 6:00 PM |
| 2026.02.25 | | **X** | | **Friends of the Blindman - Our Waters Event**, Bentley Community Hall, 6:00 PM - 8:00 PM |
| 2026.02.26 | | | **X** | **Policing Committee Survey Engagement**, Abbey Centre, 6:00 PM – 8:00 PM |
| 2026.02.27 | | | **X** | **2026 Volunteer Recognition Award Nomination,** Carol Simpson Volunteer of the Year Award, Bookman of Blackfalds – Peter Gomes |

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| 2026.02.28 | | | **X** | **Council Communications and Media Training,** Civic Cultural Centre, 8:30 AM – 4:30 PM |
| 2026.03.01 | **X** | | | **Community Initiatives Grant (CIG) Resident Meeting,** A&W Blackfalds, 8:30 AM – 10:30 AM |
| 2026.03.04 | **X** | | | **Recreation, Culture and Parks (RCP) Board Meeting,** Civic Cultural Centre, 6:30 PM – 8:30 PM |
| 2026.03.05 | **X** | | | **Special Council Meeting,** Civic Cultural Centre, 5:00 PM – 6:00 PM |
| 2026.03.09 | **X** | | | **CAO Isaak Meeting,** Civic Cultural Centre, 5:00 PM – 6:00 PM |
| 2026.03.10 | **X** | | | **Regular Council Meeting,** Civic Cultural Centre, 6:00 PM – 9:00 PM |
| 2026.03.11 | **X** | | | **Policing Committee Meeting,** Operations Centre, 6:30 PM – 8:30 PM |
| 2026.03.12 | **X** | | | **Blackfalds Food Bank Society Board Meeting,** Beyond food Community Hub, 6:00 PM – 8:00 PM |
| 2026.03.13 | | | **X** | **FCSS Grant Letter of Support (LoS),** Central Alberta Youth Unlimited (CAYU) - Blackfalds, Oasis Youth Centre |

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|---|---|
| **TO** | Members of Council |
| **FROM** | **Councillor Shane Hanson** |
| **SUBJECT** | • Summary of meetings/events attended as a Council representative during this reporting period<br>• Summary of key issues, decisions and/or comments for Council's information |
| **REPORT DATE** | For the period: 2026.03.16 to 2026.04.15 |

| Date | Meeting | Event | Other | Date |
|---|---|---|---|---|
| | *(Choose one)* | | | |
| 2026.03.16 | **X** | | | **Standing Committee of Council Meeting,** Civic Cultural Centre, 6:00 PM - 9:00 PM |
| 2026.03.19 | **X** | | | **Municipal Planning Committee (MPC) Meeting,** Civic Cultural Centre, 6:00 PM – 6:30 PM |
| 2026.03.27 | | | **X** | **2026 U18A Provincial Hocket Championship,** Eagle Builders Centre, 7:00 AM – 10:00 AM (Raffle Table Volunteer) |
| 2026.03.27 | | | **X** | **2026 U18A Provincial Hocket Championship,** Eagle Builders Centre, 10:30 AM – 1:30 AM (Opening Ceremonies Volunteer) |
| 2026.03.27 | | | **X** | **2026 U18A Provincial Hocket Championship,** Eagle Builders Centre, 1:00 PM – 4:00 PM (Raffle Table Volunteer) |
| 2026.03.29 | | | **X** | **Blackfalds Food Bank Society,** Beyond Food Community Hub, 7:00 PM - 9:00 PM (Cobs End-of-Day Giving Program Volunteer) |
| 2026.03.31 | **X** | | | **Blackfalds Food Bank Society,** Beyond Food Community Hub, 6:30 PM - 7:00 PM (MarCom Subcommittee Volunteer) |
| 2026.04.05 | | | **X** | **Blackfalds Food Bank Society,** Beyond Food Community Hub, 6:00 PM - 8:00 PM (Cobs End-of-Day Giving Program Volunteer) |
| 2026.04.07 | **X** | | | **Special Standing Committee of Council Meeting,** Civic Cultural Centre, 6:00 PM - 9:00 PM |

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| 2026.04.08 | **X** | | | **Wolf Creek Public Schools (WCPS) Joint Meeting,** Civic Cultural Centre, 5:00 PM - 8:00 PM |
| 2026.04.09 | **X** | | | **Blackfalds Food Bank Society,** Beyond Food Community Hub, 6:00 PM - 8:30 PM (Strategic Planning Session) |
| 2026.04.14 | **X** | | | **Regular Council Meeting,** Civic Cultural Centre, 6:00 PM – 9:00 PM |

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|---|---|
| **TO** | Members of Council |
| **FROM** | **Councillor Ryan Brown** |
| **SUBJECT** | • Summary of meetings/events attended as a Council representative during this reporting period<br>• Summary of key issues, decisions and/or comments for Council's information |
| **REPORT DATE** | For the period: Feb 16 - March 15 2026 |

| Date | Meeting | Event | Other | KEY POINTS OF DISCUSSION AND/OR DECISIONS |
|---|---|---|---|---|
| | *(Choose one)* | | | |
| 02-17-26 | x | | | Standing Committee Council Meeting<br>• Blaine Calkins (first visit to council in 10 years). Discussed Lacombe Research Station, RCMP Funding, Off Site Levies and Canada Builds Program to be brought back to parliament via admin letter<br>• Review Community Standards Bylaw review and discussion |
| 02-18-26 | x | | | Red Deer Catholic School Board<br>• Discuss St Veronica middle school project<br>• Concerns over Catholic expansion and preference for outside "Residents" vs Blackfalds children in limited school space<br>• RDCS wanted to stress their concerns with **Bill 51, the Education Amendment Act** and future ownership models<br>• Had discussion with YMCA director on presenting to council on programs that could be coopted with FCSS via Abbey Centre |
| 02-19-26 | x | | | MPC Meeting<br>• regarding proposed Golf Simulator business on Vista Trail<br>• Successful application and business owner wishes to advance this |
| 02-19-26 | x | | | FCSS Board Meeting<br>• Policy Framework and Budgeting Review- concerns over program "creep" or |

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| | | | | overlapping efforts of other organizations<br>• Discussion on volunteer levels and health of successful programs<br>• Sue Penner healthy again and returning part time April 5th<br>• Budget review on funded orgs like BBBS<br>• Lacombe Foundation review |
| 02-24-26 | x | | | Regular Council Meeting<br>• Toddler Park Review<br>• Lacombe Chamber Update- Strategic Planning<br>• P&D reporting, bylaw and workflow review- KPIs, project status and budgetary process<br>• In Camera discussion on South St/2A framework |
| 02-27-26 | | x | | AB Munis Report on Alberta Budget<br>• 5% decrease in most dept budgets (except Education and Health Care)<br>• FCSS and Seniors not getting anticipated boost<br>• AISH changes and discussion<br>• Police funding Model pushing more expense onto Municipalities<br>• Fallen short on inflationary trends for 10 years |
| 02-28-26 | x | | | Council Communications Training<br>• Media (real and social) acceptable strategies<br>• Council messaging that aligns with Admin objectives and strategies<br>• Effective ways to balance individual expression with colleagues messaging<br>• Case studies |
| 03-04-26 | x | | | RDWSA Annual Meeting (10am) |
| 03-05-26 | x | | | Special Council Meeting<br>• RFD U18A Provincial Championships hosting<br>• ToB sponsoring, Communities Initiative Grant allotted, in-kind donation of Ag room, reduced ice rate fees for weekend<br>• In Camera Council quarterly check-in |

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| 03-10-26 | x | | | Regular Council Meeting<br>• Budget Review- motion to push remaining Solid Waste Reserve transfer (surplus of 300K+ and some already pushed to tax supported side) and Civic Center resfresh (operating reserve) to tax supported to eliminate tax increase defeated. Budget passed with 2.2% tax increase<br>• Review of Solid Waste fees to be conducted asap in response |

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| **TO** | Members of Council |
| **FROM** | **Councillor Ryan Brown** |
| **SUBJECT** | • Summary of meetings/events attended as a Council representative during this reporting period<br>• Summary of key issues, decisions and/or comments for Council's information |
| **REPORT DATE** | For the period: March 16 to April 15 2026 |

| **Date** | **Meeting** | **Event** | **Other** | **KEY POINTS OF DISCUSSION AND/OR DECISIONS** |
|---|---|---|---|---|
| | *(Choose one)* | | | |
| March 16 | X | | | Standing Committee<br>• Offsite Levy Bylaw<br>• ICF Framework Orientation |
| March 17 | X | | | Lacombe Chamber of Commerce<br>• Dinner at Burman and meeting there<br>• Discuss setting up the Lacombe Trade Show<br>• Highlighted that we enjoyed the discussion surrounding the Business Innovation Center proposal |
| March 19 | X | | | Municipal Planning Commission<br>• Discussed new businesses- Home Hardware and Landscape Center |
| March 27-29 | | X | | U18 Provincials |
| April 7 | X | | | Special Committee of Council<br>• Empowering Minds Framework (FCSS/Ag Society)<br>• ICF Continued<br>• Council Policy Framework |

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| April 8 | X | | | **Wolf Creek Public Schools**<br>• Dinner and discussion<br>• Reviewed planning for old IREC site<br>• Discussed 3P model outcomes with IRSC<br>• Discussed social programs and HUB |
| April 9 | X | | | FCSS Monthly<br>• Programs are functioning well<br>• Grant funds awarded to: BBBS, BGCWC, IREC Community Connections<br>• Manager Hicks resignation<br>• MAL required to fill board vacant board position |
| April 14 | | X | | AB Muni review of Bill 28 legislation |
| April 14 | X | | | Regular Meeting of Council<br>• Heavy agenda with Bylaws: Tax Rate, Council Policy, Traffic Master Plan, Redistricting Industrial zone snow removal, McKay Ranch Lift Station<br>• MDP statement refresh |
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# Council Monthly Report

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|---|---|
| **TO** | Members of Council |
| **FROM** | **Councillor Aaron Hoyte** |
| **SUBJECT** | • Summary of meetings/events attended as a Council representative during this reporting period<br>• Summary of key issues, decisions and/or comments for Council's information |
| **REPORT DATE** | For the period: Feb. 27 - Mar. 15, 2026 |

| Date | Meeting | Event | Other | KEY POINTS OF DISCUSSION AND/OR DECISIONS |
|---|---|---|---|---|
| | *(Choose one)* | | | |
| February 28th | | | ✔ | **Communications Orientation**<br>Introduction to crisis communications, social media usage, and corporate communications strategies |
| March 3rd | ✔ | | | **Library Board Meeting**<br>- Productive conversation surrounding our continued policy reviews, as well as a presentation from Parkland Library regarding acts and regulations |
| March 5th | ✔ | | | **Special Council meeting**<br>- Debate and voting on U18 provincials tournament |
| March 10th | ✔ | | | **Meeting with resident**<br>- Conversations surrounding the complexities and nuances of decisionmaking, as well as talking about various boards and committees the community can be involved in |
| March 10th | ✔ | | | **Regular Council Meeting**<br>- Details and Agenda available on the town of Blackfalds Website |

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| March 12th | ✔ | | | **Small Business Resource Center Presentation @ Burman University**<br>- Meeting and presentation with the organizing board, members of the Lacombe and area chamber of commerce, and council from City of Lacombe regarding the idea of a regionalized small business resource center |

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# Council Monthly Report

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|---|---|
| **TO** | Members of Council |
| **FROM** | **Councillor Aaron Hoyte** |
| **SUBJECT** | • Summary of meetings/events attended as a Council representative during this reporting period<br>• Summary of key issues, decisions and/or comments for Council's information |
| **REPORT DATE** | For the period: Mar.16 - Apr.15, 2026 |

| **Date** | **Meeting** | **Event** | **Other** | **KEY POINTS OF DISCUSSION AND/OR DECISIONS** |
|---|---|---|---|---|
| | *(Choose one)* | | | |
| March 16th | ✔ | | | **Regular Meeting of Council**<br>- Details and Agenda available on the town of Blackfalds Website |
| March 25th | | ✔ | | **Alberta Municipalities Spring Caucus**<br><u>Over the Spring Conference</u><br>- Meeting with local MLA<br>- Meeting with AbMunis Directors<br>- Supported City of Lacombe's resolution regarding the research station closing |
| March 26th | | ✔ | | **Alberta Municipalities Spring Caucus** |
| March 27th | | ✔ | | **Alberta Municipalities Spring Caucus** |
| March 28th | | ✔ | | **Bulldogs U18 Provincials Tournament**<br>- Volunteered to help be a part of the security team |

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| March 29th | | ✔ | | **Bulldogs U18 Provincials Tournament**<br>- Volunteered to help be a part of the security team |
| April 7th | ✔ | | | **Special Council Meeting**<br>- Details and Agenda available on the town of Blackfalds Website |
| April 8th | ✔ | | | **Dinner and Joint Meeting with Wolf Creek Public School Board**<br>- Conversations around new school timeline and progress, football field, school board plans, and relationship with the provincial government |
| April 14th | ✔ | | | **Regular Meeting of Council**<br>- Details and Agenda available on the town of Blackfalds Website |

# Council Monthly Report

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|---|---|
| **TO** | Members of Council |
| **FROM** | **Councilor Cory Twerdoclib** |
| **SUBJECT** | • Summary of meetings/events attended as a Council representative during this reporting period<br>• Summary of key issues, decisions and/or comments for Council's information |
| **REPORT DATE** | For the period: March 1-31 |

| **Date** | **Meeting** | **Event** | **Other** | **KEY POINTS OF DISCUSSION AND/OR DECISIONS** |
|---|---|---|---|---|
| | *(Choose one)* | | | |
| March 3 | X | | | Patriotic purchase meeting |
| March 4 | X | | | FCSS interagency meeting |
| March 5 | X | | | Special council meeting |
| March 7 | | X | | Attend Cody Dennis Memorial Game |
| March 10 | X | | | Regular council meeting |
| March 12 | X | | | **Initial meeting for Small Business resource center at Berman U** |
| March 16 | X | | | Standing committee meeting |
| March 17 | X | | | MAL Interview |
| March 20 | | | X | Business Investment & Attraction Conference. |

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| March 21 | X | | | MAL Interviews |
| March 24 | | X | | Travel to AB Munis |
| March 25 | | X | | Councils role in Strategic Planning Seminar |
| March 26 | | X | | AB Munis |
| March 27 | | | X | Travel back from Edmonton for U-18 Tournament |
| March 27 | | X | | Attend the U-18 Provincials opening ceremony |
| March 27-29 | | X | | Attend the U-18 Provincials |
| | | | | |
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**MEETING DATE:** April 28, 2026

**PREPARED BY:** Kim Isaak, Chief Administrative Officer

**SUBJECT:** **CAO Report – April 2026**

## Key Projects and Initiatives

- The 2025 Financial Audit will be presented at the April 28, 2026, Regular Meeting of Council.
- Procedural Bylaw amendments have been brought forward to Council for approval.
- As per the Municipal Service Level Inventory (MSLI) Policy, all Departments are reviewing the inventory and making edits as necessary. This process should be complete by the end of April. After that time, all MSLI binders will be updated accordingly.
- The draft Strategic Plan will be presented to Council at the April 28, 2026, Regular Meeting of Council, seeking Council approval.
- Council/Administration Protocol was presented to Council at the March Standing Committee and approved at the April 14, 2026, Regular Meeting of Council.
- The Master Committee Bylaw will be presented for second and third reading at the April 28, 2026, Regular Meeting of Council.
- 2026 Departmental Work Plans have been added to the Master Work Plan, which includes a visual dashboard to track the status of the items within the plan.
- In collaboration with Lacombe County, the Town submitted an application to the Minister's Awards for Municipal Excellence regarding the Joint Economic Area.
- Administration is currently reviewing and tracking the proposed changes from Bill 28 and the impacts to Town operations.
- Administration continues to work on the ATCO Franchise Fee Agreement renewal process.
- Administration assisted the Member at Large Review Panel on the recruitment process for the vacancies on Council Boards.
- A significant amount of work has been undertaken by Legislative Services in response to the proposed dissolution of Parkland Community Planning Services, including the development of a new bylaw and clerk training. Parkland Community Planning Services currently provides Subdivision and Development Appeal services and will continue to do so until the two interested parties present proposals to assume the service.
- The Town was notified that the Community Partnership Grant Application for the feasibility study for a regional recreational facility that was submitted with the Town of Lacombe and County of Lacombe was successful. As the City of Lacombe is the lead on this project, they are currently setting up an initial meeting.
- The Town was notified that the Community Partnership Grant Application for the feasibility study for the Lacombe Lake Management Plan, which was submitted with the Town of Lacombe and County of Lacombe, was successful. Lacombe County is the lead on this project.
- 2025 Annual Report has been released.
- Funding for the Housing Needs Assessment has been approved. Administration will be developing an RFP for the assessment to seek proposals for the assessment.
- Broadway Reservoir Project contracts 1 and 2 continue to progress. A new pump has been ordered, backfilling is mostly completed, pipe hydrostatic testing is completed, and water reservoir filling is planned for the week of April 20th. Site works will be ongoing over the summer.
- Northwest Stormwater Project ongoing with landscaping and final seeding planned to start in May/ June.

- Asset Management Strategy final draft under review.
- McKay Ranch Lift Station tenders close April 24th.
- Public Works inspected the New Tandem Truck. Delivery is planned for the end of April.
- Sweeping has started on priority 1's with subdivision sweeping planned for later in April, weather dependent.
- Ongoing fix its with existing residential meters, addressing communication errors, typically dead batteries in the radio or meter.
- Yearly CVIP's for our tandem trucks and trailers are coming due. These annual required inspections and/or repairs are outsourced to a certified shop, ensuring the 5-tonne trucks and trailers are in proper working condition and remain compliant with current regulations.
- Planning and Development Department has kicked off Phase 1 of the Municipal Development Plan (MDP) Review which focuses on parks, open spaces and schools. The refreshed Vision Statement for the MDP has been approved by Council. Identified stakeholders will be sent a letter advising of this MDP Review and inviting them to fill out a survey on the refreshed Vision Statement. There will also be a news release to the community.
- Planning and Development is in the process of drafting a Development Agreement for the construction at 4409 South Street.
- McKay Ranch Phase 4 Development Agreement has been fully executed, and the related subdivision has received Town endorsement.
- Valley Ridge Condos Phase 2B (East side of Vista Trail) Development Agreement completed, and construction has started on underground and surface works.
- New BOLT Van has been purchased and is currently getting decaled and wrapped before hitting the roads.
- Policing Priorities Survey was dispersed through attending schools/Winterfest, online and attending other activities, in total there were 69 responses online, and 140 were handwritten, with 113 submissions from students
- The Economic Development Department will be working on the development of a Request for Quotations for an Economic Development Strategy.
- Central Alberta Rowing hosted a Tournament at the Abbey Centre for the 13 year.
- New website for the Abbey Centre has been launched
- The spring and summer program guide has been released.
- First e-newsletter was sent out with the utility bills.
- Blackfalds Mobile App work is in progress, with the anticipated rollout to be in June.
- U18A Provincials were held at the Eagle Builders Centre with excellent attendance
- 26 businesses have signed up for the Chairs for Charity Fundraiser
- All departments have been buys with the transition of files into the V: Drive in preparation for files to be moved into Versatile ERMS.
- The Fire Master Plan contract was awarded to Behr Integrated Solutions; this will commence in late April.
- RFP for the Emergency Generator was advertised; this has seen significant interest and will be awarded April 24th.

**Bylaws or Council Policies**

- Bylaw 1349.26 – Taxi Business Bylaw Amendment adopted at the February 24, 2026, Regular Meeting of Council.
- Bylaw 1347.25 – Adopted at the March 10, 2025, Regular Meeting of Council
- Bylaw 1338.25 – Road Closure Bylaw – Adopted at the March 10, 2026, Regular Meeting of Council

- Bylaw 1350.26 – Franchise Fee Bylaw will be brought forward for Council's consideration at the February 24, 2026, Regular Meeting of Council.
- Bylaw 1348.26 McKay Ranch Lift Station Borrowing Bylaw was adopted at the April 14, 2026 Regular Meeting of Council.
- Bylaw 1351.26 – 5401 Industrial Way Redistricting received first reading at the April 14, 2026 Regular Meeting of Council.
- Bylaw 1352.26 – 2026 Property Tax Rate Bylaw received first reading at the April 14, 2026 Regular Meeting of Council.
- Bylaw 1353.26 – Council Procedural 2026 Amendment Bylaw was adopted at the April 14, 2026 Regular Meeting of Council.
- Bylaw 1354.26 – Subdivision and Development Appeal Board Bylaw was adopted at the April 14, 2026 Regular Meeting of Council.
- Council Policy CP-192.26 – Council-Administration Council/Administration Protocol was adopted at the April 14, 2026 Regular Meeting of Council
- Off-Site Levies Bylaw Council workshop planned for May 2nd, stakeholder engagement to follow. Bylaw planned for July Council depending on engagement comments.

**Agreements/Contracts and Leases**

- Safety Codes Contract Services – IJD Inspections Ltd. – 3 year agreement
- Memorandum of Agreement for Aspen Lakes West was completed with existing developers, and Melcor has now taken over this development for future phases. They plan to move forward with future phases this year.
- URW was acquired for the trail area north of Valley Ridge Phase 2B from a private owner to complete a walking trail around the development.

**Administrative Policy Changes / Additions**

- Business Case Policy and Templates distributed to Directors and Managers for feedback
- Encroachment Agreement Administrative Policy in progress
- Development Permit Application Internal Review Administrative Policy and Procedures in progress
- Internal Review on Procurement Policy in progress.
- Non-Personal Data Administrative Policy Signed off by CAO
- Protection of Privacy Complaint Handling Administrative Policy Signed off by CAO
- Incident Investigation Administrative Policy and Procedure under review by CAO

**APPROVALS**

Kim Isaak,
Chief Administrative Officer

**MEETING DATE:** April 28, 2026

**PREPARED BY:** Eric Collins, GIS Technologist

**SUBJECT:** **BOLT KPI Report Information – February 2026**

## BACKGROUND

In 2012, a Regional Transit Partnership was formed between the City of Red Deer (CRD), the Town of Blackfalds and the City of Lacombe to provide traditional public transit service between Red Deer, Blackfalds, and Lacombe as well as local bus service within Blackfalds and Lacombe. This partnership continued until August of 2020, when the City of Lacombe opted out. The Town then procured a service contractor, purchased a wheelchair-accessible van, and finalized an on-demand service model ("BOLT 2.0"). The service operates five days a week (6:00 a.m. – 8:00 p.m.) connecting local destinations and regional hubs, including the Kingston Hub in Red Deer, Red Deer Polytechnic, and Eagle Builders.

In late 2025, the new service provider changed reporting practices, and some statistics are not available at the time of this report.

The new service provider, application, schedule, ticket procurement and service stop maps have been working well over the course of this new service model. More information is available for riders and the public at the link below.

https://www.blackfalds.ca/p/bolt-local-transit

## DISCUSSION

The first page of this report outlines the **FEBRUARY** statistics and associated mapping, while the remainder of the pages identify the trending comparison over the first two months of 2026. Data dates are highlighted in the white box on the left side of each sheet for reference.

In February, BOLT completed **637 rides** for **703 passengers**. While total ridership declined compared to January, this change is consistent with February's shorter duration and typical seasonal travel behaviour. System usage remained steady throughout the month, with no significant disruptions or anomalies identified.

Pooling efficiency remained solid in February, with approximately **58% of rides shared**. Passengers per Vehicle Hour (**PVH**) averaged **2.93**, only slightly below January's elevated level and remaining above late-2025 averages, indicating continued operational efficiency.

Service quality remained strong in February. The average ride rating increased slightly to **4.98/5**, with **no abandoned rides recorded** during the month. On-time performance remained consistently high, with **95.9% pickup OTP and 97.9% drop-off OTP**, demonstrating reliable winter operations across the system.

The Regional Hub in Red Deer remained the top pickup and drop-off location in February, continuing its role as the primary regional connector. Red Deer Polytechnic maintained its position as a high-

volume destination, with local neighbourhood stops such as Eastpointe Drive, Parkwood Road, and Broadway Avenue also showing consistent usage.

Rider feedback in February remained overwhelmingly positive, consisting exclusively of high-rating comments that emphasized driver friendliness, professionalism, and reliability. No material service complaints were recorded during the month.

Booking behaviour in February continued to reflect a stable mix of planned and spontaneous travel. Approximately **59% of rides were booked one or more days in advance**, while same-day bookings accounted for roughly **10%** of completed trips. This distribution is consistent with regular commuter and scheduled travel patterns observed earlier in the year.

Demand pressure during peak travel periods increased modestly in February, with failed searches accounting for approximately **23% of total searches**. These instances were concentrated during high-demand windows and reflect growing usage rather than service instability. Demand trends will continue to be monitored as 2026 ridership patterns develop.

The February dataset provided by the service contractor does not include numeric time-of-day or hourly demand information. Peak-hour analysis will resume if this data becomes available in future reporting cycles.

Compared to January, February experienced a seasonal reduction in total ridership associated with a shorter service month; however, overall system performance remained strong. Operational productivity, service reliability, and customer satisfaction indicators remained consistently high, establishing a stable early-year performance baseline for 2026.

## FINANCIAL IMPLICATIONS

- none

## ATTACHMENTS

- *February 2026 monthly report*

## APPROVALS

Kim Isaak,
Chief Administrative Officer

Department Director/Author

# RideCo Analytics: Overview

Date: 2/1/2026 – 2/28/2026

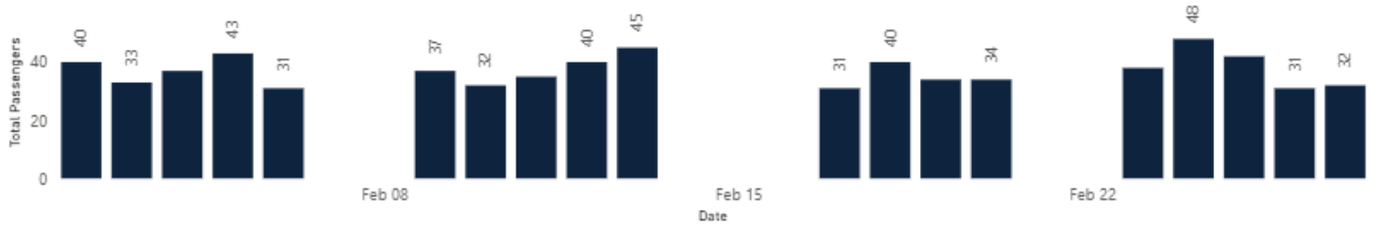
Program: Blackfalds

Provider: Prairie Bus Lines

Include Date: All

Weekday: All

## Total Passengers



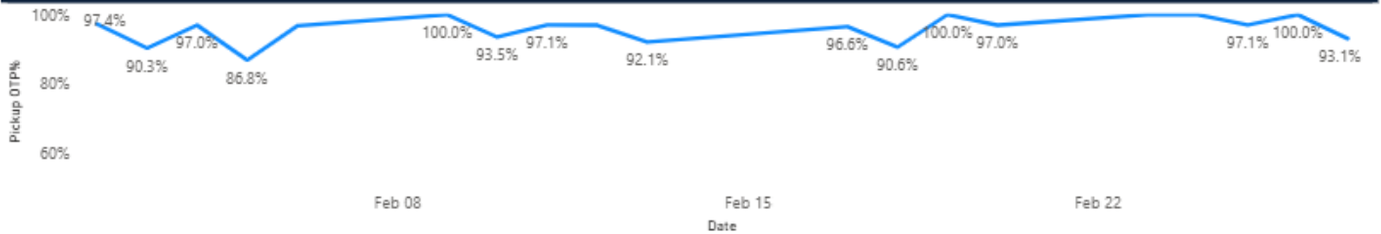

## Passengers per Vehicle Hour




## Dropoff On-Time Performance

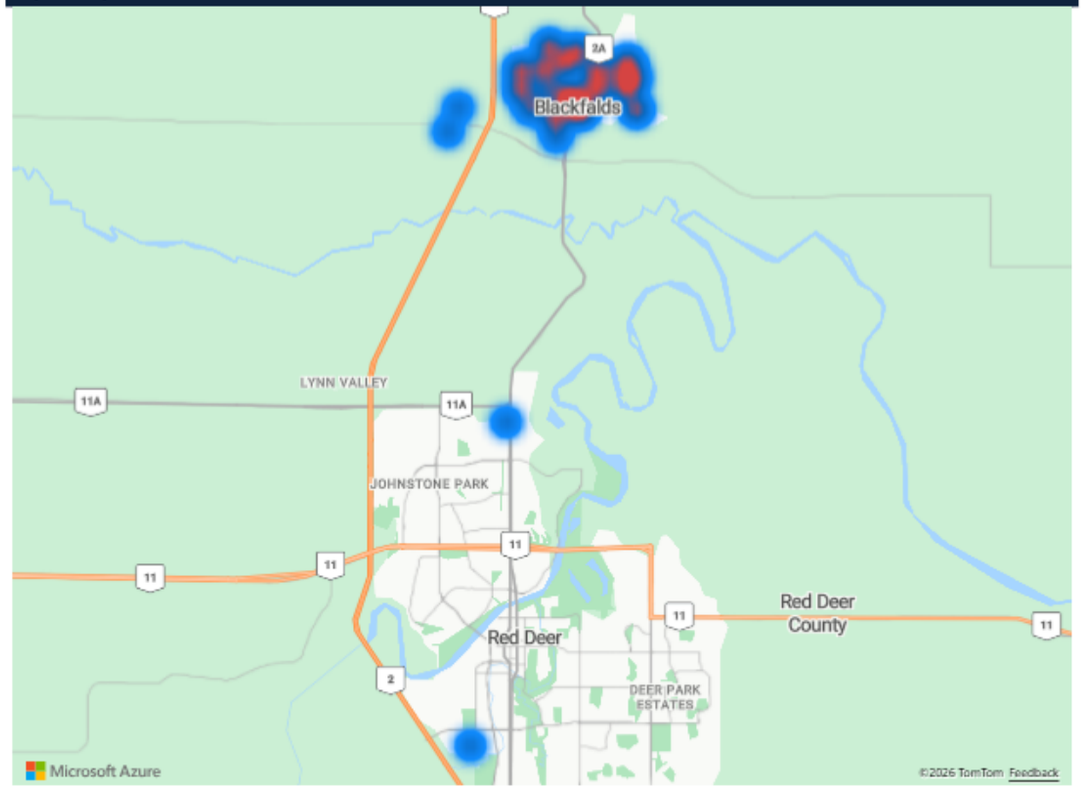



## Pickup On-Time Performance




| PVH | Total Completed Rides | Pickup OTP |
|---|---|---|
| 2.9 | 637 | 95.9% |
| **Demand Response PVH** | **Average Completed Rides** | **Dropoff OTP** |
| 3.9 | 32 | 98.0% |

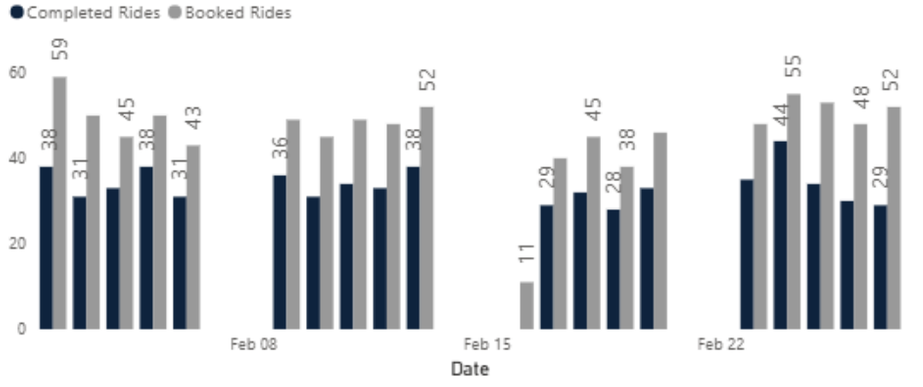
## Top Pickup Locations



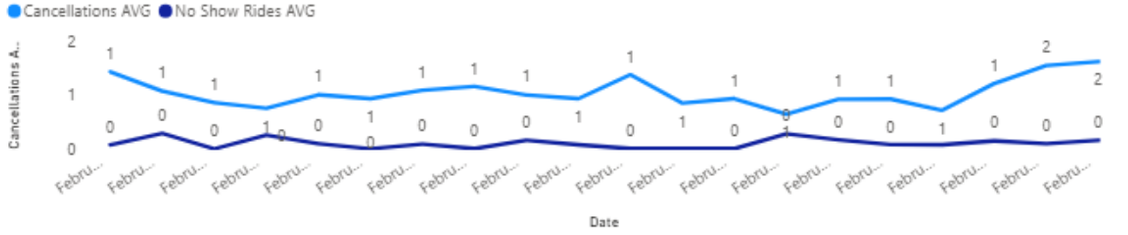
# RideCo Analytics: Ridership

Date: 2/1/2026 – 2/28/2026
Program: Blackfalds
Provider: Prairie Bus Lines
Include Date: All
Weekday: All

## Total Completed Rides and Total Booked Rides




## Cancellations and No-shows



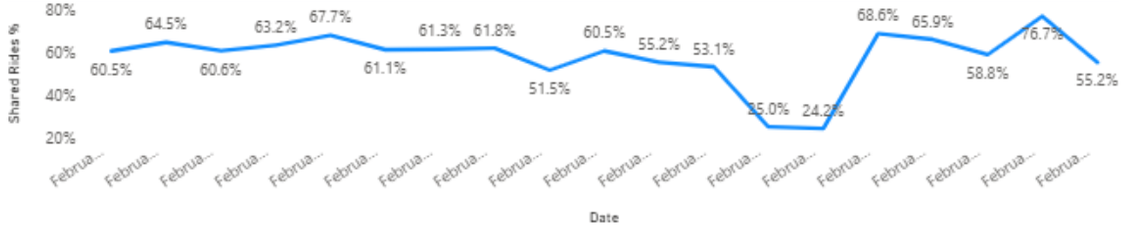

## Average No-show Rate

2.7%

## Average Cancellation Rate

28.5%

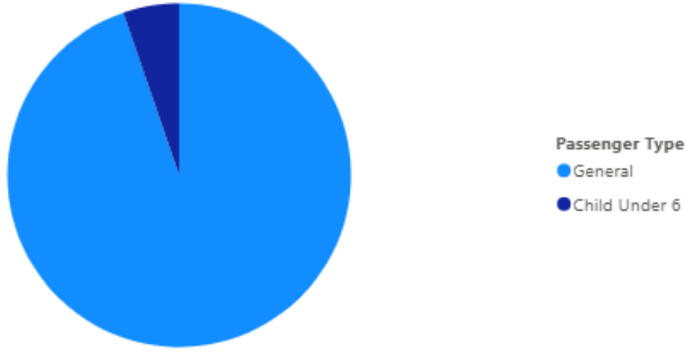
## Total Shared Rides



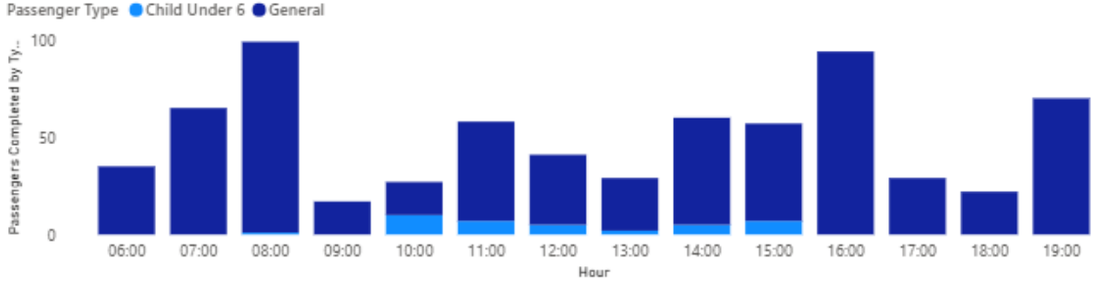

## Pickup OTP

95.9%

## Total Rides Completed by Passenger Types




## Total Rides by Passenger Types




## Dropoff OTP

98.0%

## Total Passengers Completed

703

## Average Direct Ride Duration

10.7 mins

## Average Actual Ride Duration

12.5 mins

## Shared Ride %

58.1%

## Abandoned Rides

0

# RideCo Analytics: Customer Experience

Date 2/1/2026 – 2/28/2026 | Program: Blackfalds | Provider: Prairie Bus Lines | Include Date: All | Weekday: All

## Average Ride Rating

5.0

## Ride Comments

Rating: FIVE

- As always, Frank is a great one!
- Fantastic
- Frank is absolutely awesome! a very kind man.
- Frank is the best!

## Pickup OTP

95.9%

## Dropoff OTP

98.0%

## Average Direct Ride Duration

10.7 mins

## Average Actual Ride Duration

12.5 mins

## Failed Search Percentage

23.3%

## Shared Ride Percentage

58.1%

# RideCo Analytics: Searches

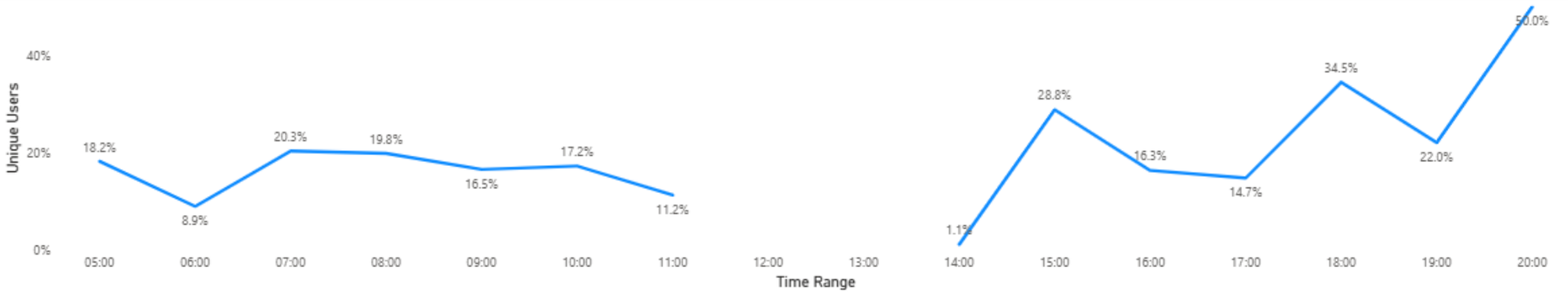
Date
2/1/2026
2/28/2026

Program
Blackfalds

Include Date
All

Weekday
All

## Unique Users with Failed Search Over Time



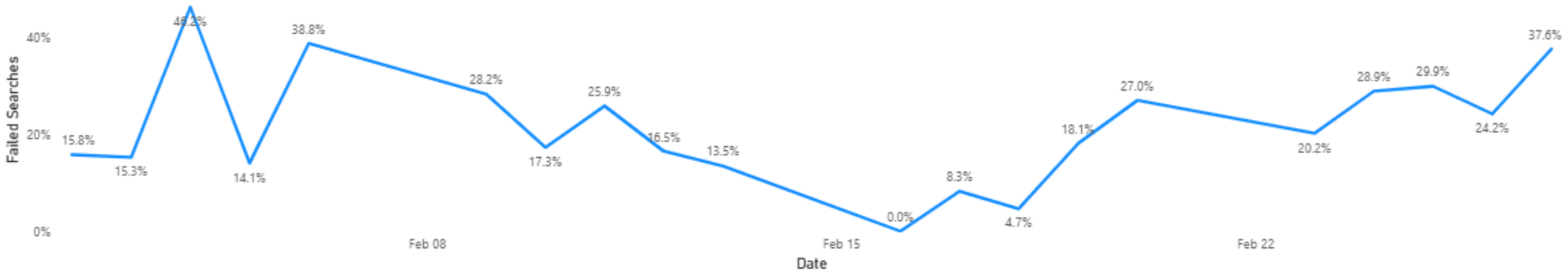

## Average Daily New Users

0

## Average Daily Repeat Users

20

## Failed Search Due to High Demand Over Time




## Average Unique Users with a Failed Search

NaN

## Users with Search Delay > Threshold

21.5%

## Unique User Searches

1,270

## Average Users with Searches

629

## Average Daily Searches

110

## User Conversion Rate

82.2%

## Average Search Delay of Best Results

18.2 mins

# RideCo Analytics: Booking

Date: 2/1/2026 – 2/28/2026

Program: Blackfalds

Include Date: All

Weekday: All

## Total Rides Booked

926

## Completed Rides Booked by Call Center

4.2%

## Completed Rides Booked by App or Site

95.8%

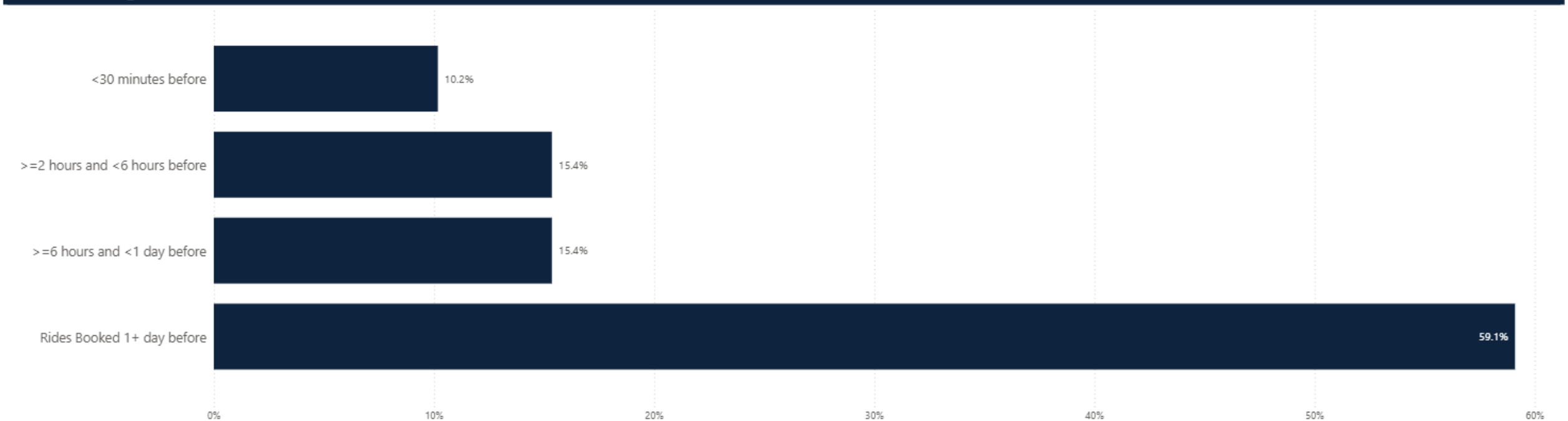
## Completed Rides Booked by Subscription

0.0%

## Completed Rides Booked by 3rd Party

0.0%

## Advanced Booking



# RideCo Analytics: Operations

Date: 2/1/2026 – 2/28/2026

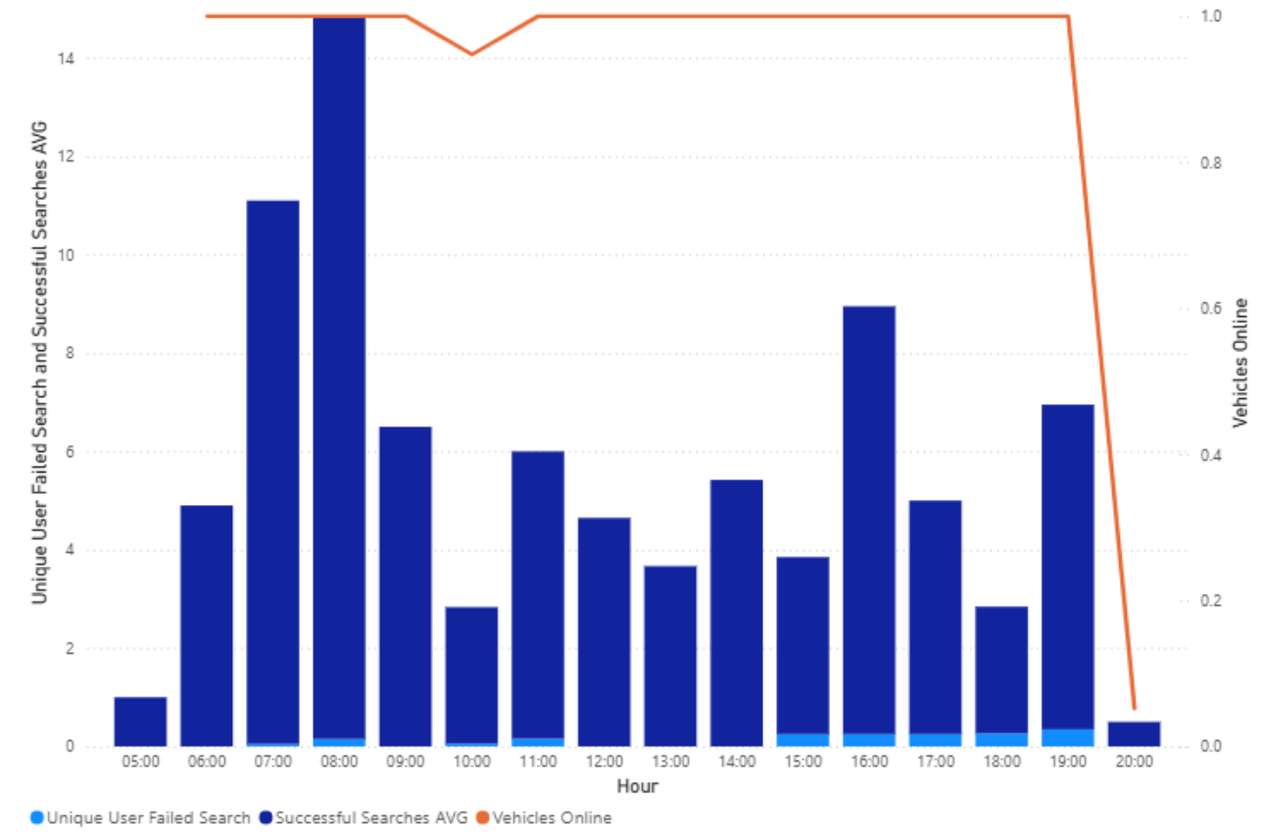
Program: Blackfalds

Include Date: All

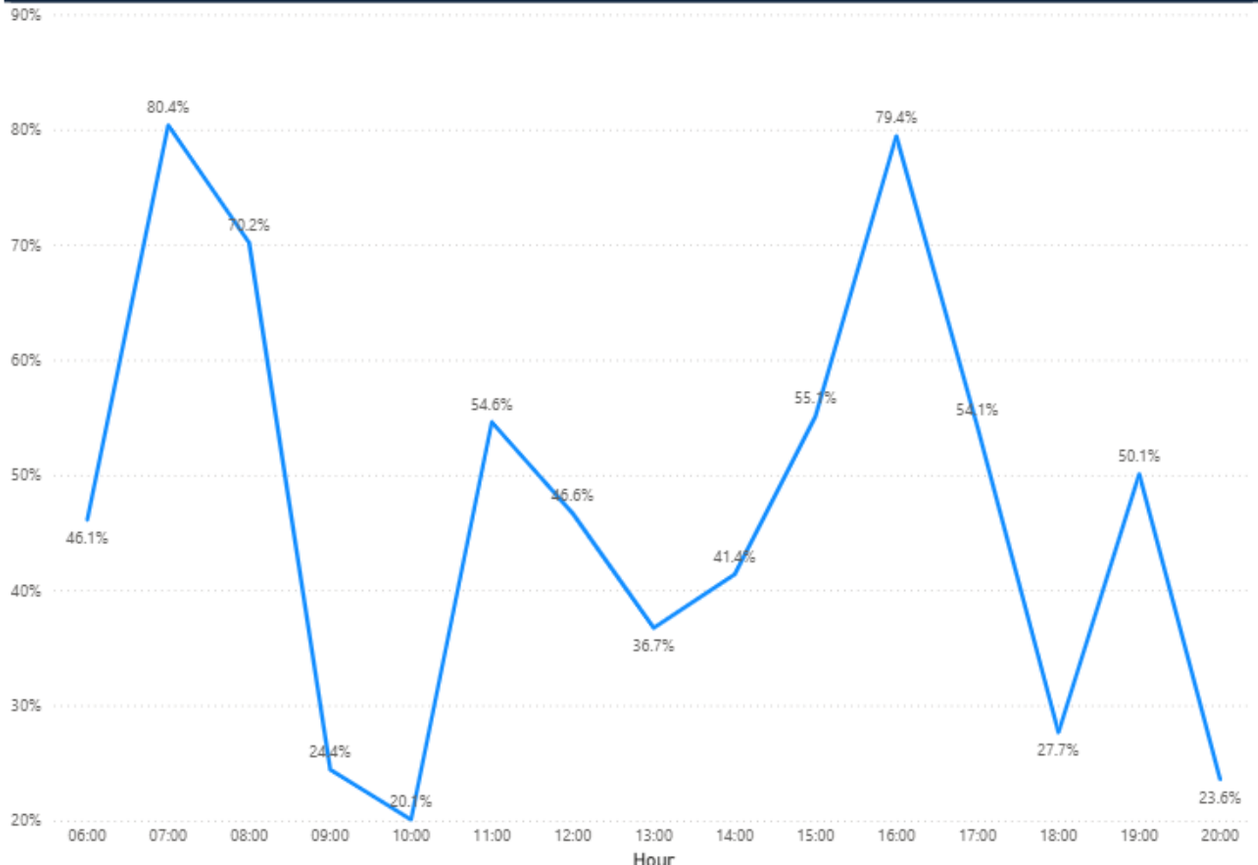
Weekday: All

| Total On-Fare Time (h) | Vehicle Utilization Rate | Max Vehicles Online | Revenue Hours | Demand Response Revenue Hours |
|---|---|---|---|---|
| 121 | 50.2% | 1.0 | 240.3 | 179.7 |

## Service Availability




## Vehicle Utilization Rate by Time of Day



**MEETING DATE:** April 28, 2026

**PREPARED BY:** Eric Collins, GIS Technologist

**SUBJECT:** **BOLT KPI Report Information – March 2026**

## BACKGROUND

In 2012, a Regional Transit Partnership was formed between the City of Red Deer (CRD), the Town of Blackfalds and the City of Lacombe to provide traditional public transit service between Red Deer, Blackfalds, and Lacombe as well as local bus service within Blackfalds and Lacombe. This partnership continued until August of 2020, when the City of Lacombe opted out. The Town then procured a service contractor, purchased a wheelchair-accessible van, and finalized an on-demand service model ("BOLT 2.0"). The service operates five days a week (6:00 a.m. – 8:00 p.m.) connecting local destinations and regional hubs, including the Kingston Hub in Red Deer, Red Deer Polytechnic, and Eagle Builders.

In late 2025, the new service provider changed reporting practices, and some statistics are not available at the time of this report.

The new service provider, application, schedule, ticket procurement and service stop maps have been working well over the course of this new service model. More information is available for riders and the public at the link below.

https://www.blackfalds.ca/p/bolt-local-transit

## DISCUSSION

The first page of this report outlines the **MARCH** statistics and associated mapping, while the remainder of the pages identify the trending comparison over the first three months of 2026. Data dates are highlighted in the white box on the left side of each sheet for reference.

In March, BOLT completed **694 rides** for **742 passengers**. This represents an increase in overall ridership compared to February, reflecting a return to a full-service month and continued early-year demand for the BOLT on-demand transit service. System usage remained steady throughout the month, with no significant disruptions or anomalies identified.

Pooling efficiency improved in March, with approximately **64% of rides shared**. Passengers per Vehicle Hour (**PVH**) averaged **2.6**, reflecting a slight decline from February but remaining within an expected operational range given increased service hours and trip distribution over a longer month.

Service quality remained strong in March. The average ride rating reached **5.00/5**, with continued positive rider feedback. On-time performance remained consistently high, with **96.4% pickup OTP and 97.0% drop-off OTP** recorded during the month. A small number of abandoned rides (**5**) were recorded in March, with no indication of a systemic service issue.

The Regional Hub in Red Deer remained the top pickup and drop-off location in March, continuing its role as the primary regional connector. High-volume activity also continued at Red Deer

Polytechnic and key neighbourhood stops within Blackfalds, reflecting consistent regional and local travel patterns.

Rider feedback in March remained overwhelmingly positive, with high-rating comments continuing to emphasize driver courtesy, patience, and professionalism. No material service complaints were identified during the month.

Booking behaviour in March continued to reflect a stable mix of planned and spontaneous travel. A majority of trips were booked in advance, while same-day bookings remained a consistent component of overall trip activity, supporting a balance between scheduled and flexible travel needs.

Demand pressure during peak travel periods eased slightly in March, with failed searches accounting for approximately **17% of total searches**. This reduction reflects improved alignment between demand and service availability as the system continued to stabilize in early 2026. Demand trends will continue to be monitored as ridership patterns evolve.

The March dataset provided by the service contractor does not include numeric time-of-day or hourly demand information. Peak-hour analysis will resume if this data becomes available in future reporting cycles.

Compared to February, March demonstrated a rebound in ridership associated with a full service month, while maintaining strong operational performance. Across the first quarter of 2026, BOLT has continued to deliver reliable service, high customer satisfaction, and consistent operational efficiency, establishing a stable performance baseline moving into the second quarter of the year.

## FINANCIAL IMPLICATIONS

None

## ATTACHMENTS

- *March 2026 monthly report*

## APPROVALS

Kim Isaak,
Chief Administrative Officer

Department Director/Author

RIDECO

Overview | Ridership | Customer Experience | Searches | Booking | Operations

# RideCo Analytics: Overview

Date: 3/1/2026 – 3/31/2026

Program: Blackfalds

Provider: Prairie Bus Lines

Include Date: All

Weekday: All

## Total Passengers




| PVH | Total Completed Rides | Pickup OTP |
|---|---|---|
| 2.6 | 694 | 96.4% |

| Demand Response PVH | Average Completed Rides | Dropoff OTP |
|---|---|---|
| 3.7 | 32 | 97.0% |

## Passengers per Vehicle Hour



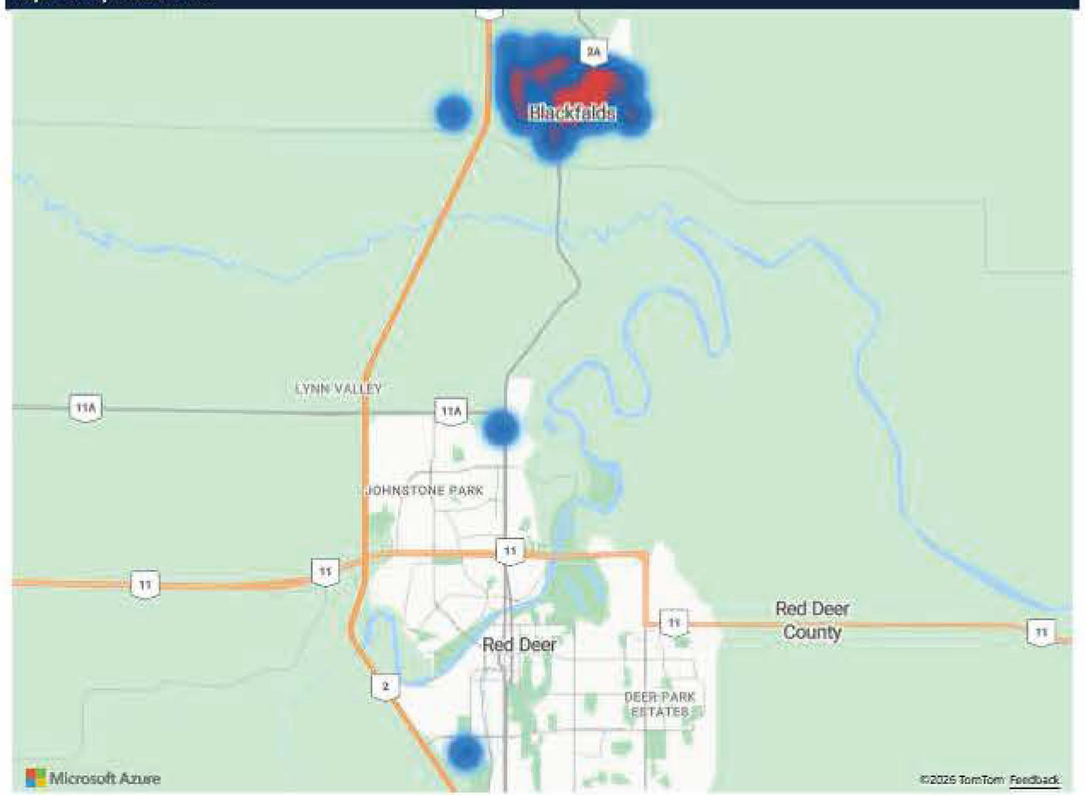

## Dropoff On-Time Performance




## Pickup On-Time Performance



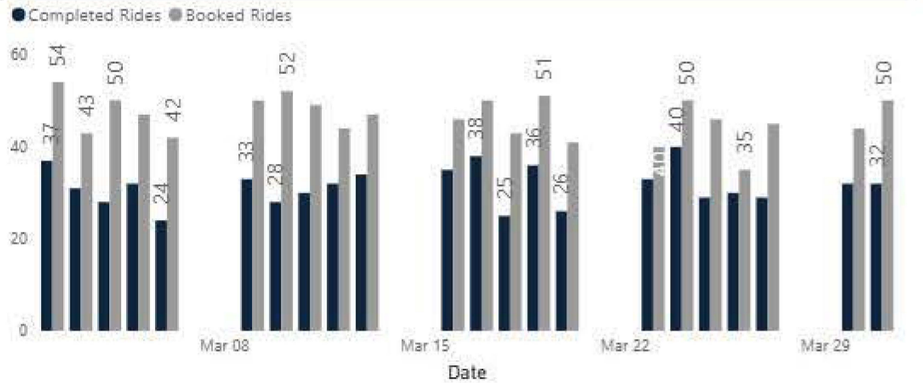

## Top Pickup Locations



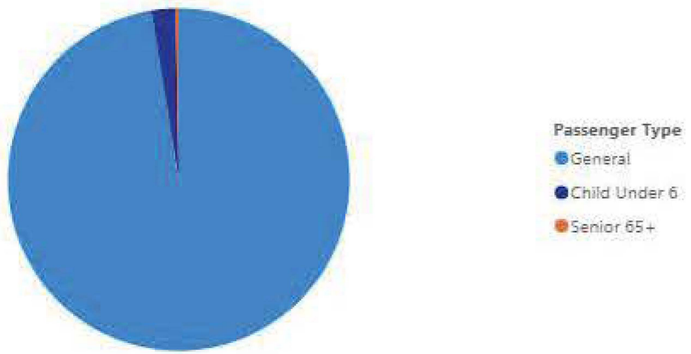
# RideCo Analytics: Ridership

Date: 3/1/2026 – 3/31/2026
Program: Blackfalds
Provider: Prairie Bus Lines
Include Date: All
Weekday: All

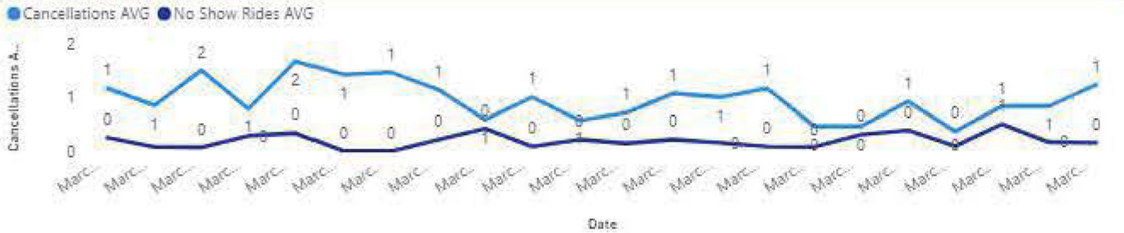
## Total Completed Rides and Total Booked Rides




## Total Rides Completed by Passenger Types



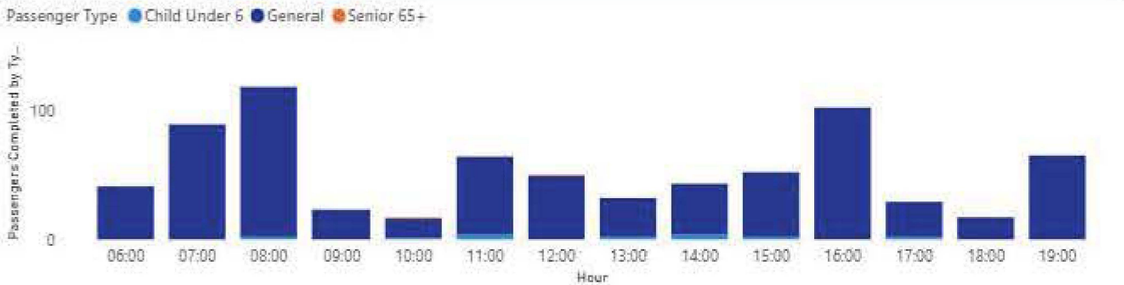

## Cancellations and No-shows




## Total Shared Rides




## Total Rides by Passenger Types




## Average No-show Rate

5.2%

## Average Cancellation Rate

26.2%

## Pickup OTP

96.4%

## Dropoff OTP

97.0%

## Total Passengers Completed

742

## Average Direct Ride Duration

11.5 mins

## Average Actual Ride Duration

13.0 mins

## Shared Ride %

64.1%

## Abandoned Rides

5

RIDECO

Overview | Ridership | Customer Experience | Searches | Booking | Operations

# RideCo Analytics: Customer Experience

Date: 3/1/2026 – 3/31/2026

Program: Blackfalds

Provider: Prairie Bus Lines

Include Date: All

Weekday: All

## Average Ride Rating

5.0

## Ride Comments

Rating: FIVE

As usual a wonderful experience

so patient with me today. Thanks Mister Franck

## Pickup OTP

96.4%

## Dropoff OTP

97.0%

## Average Direct Ride Duration

11.5 mins

## Average Actual Ride Duration

13.0 mins

## Failed Search Percentage

17.0%

## Shared Ride Percentage

64.1%

# RideCo Analytics: Searches

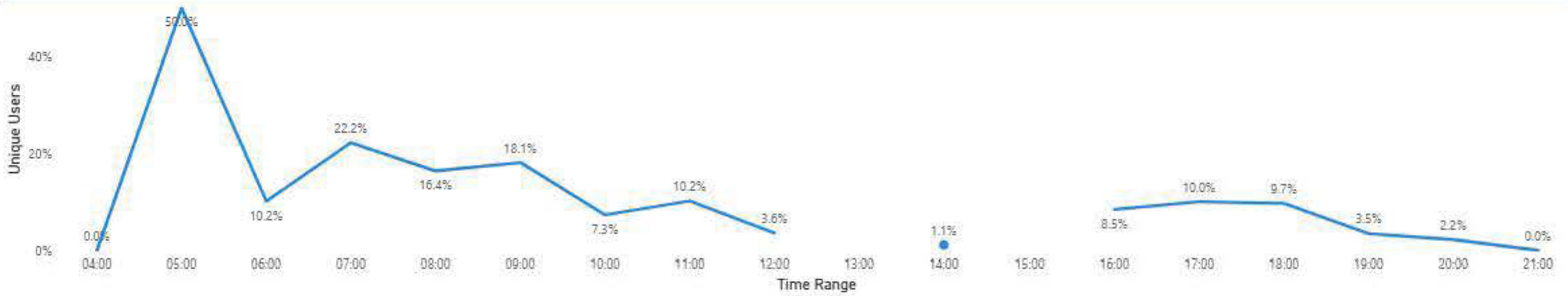
Date 3/1/2026 – 3/31/2026

Program: Blackfalds

Include Date: All

Weekday: All

## Unique Users with Failed Search Over Time




## Average Daily New Users

0

## Average Daily Repeat Users

22

## Failed Search Due to High Demand Over Time




## Average Unique Users with a Failed Search

NaN

## Users with Search Delay > Threshold

20.8%

## Unique User Searches

1,346

## Average Users with Searches

704

## Average Daily Searches

101

## User Conversion Rate

84.8%

## Average Search Delay of Best Results

18.2 mins

# RideCo Analytics: Booking

Date: 3/1/2026 – 3/31/2026
Program: Blackfalds
Include Date: All
Weekday: All

## Total Rides Booked

1,019

## Completed Rides Booked by Call Center

5.3%

## Completed Rides Booked by App or Site

94.7%

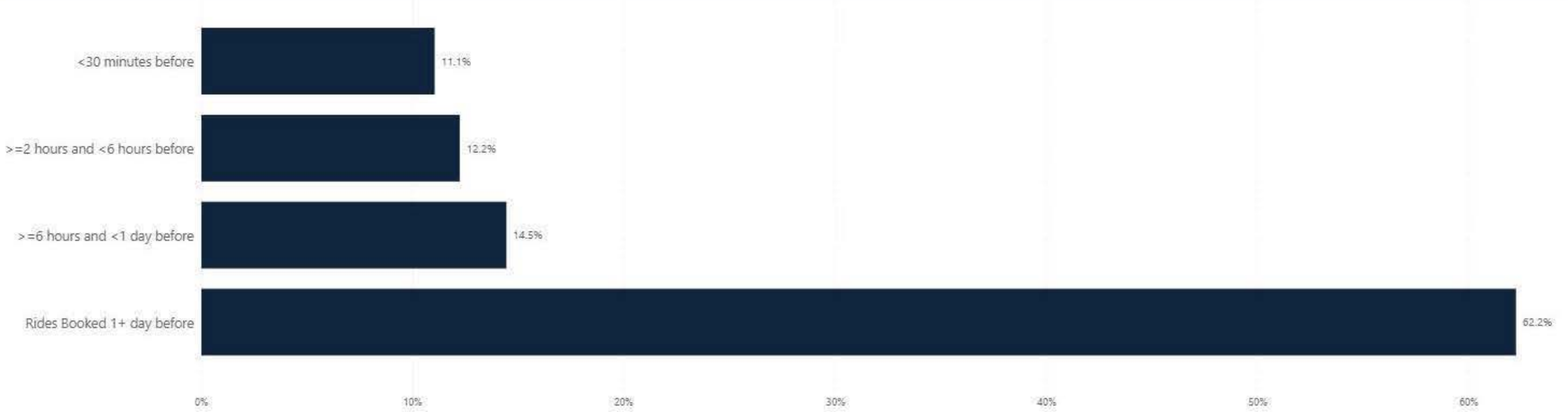
## Completed Rides Booked by Subscription

0.0%

## Completed Rides Booked by 3rd Party

0.0%

## Advanced Booking



# RideCo Analytics: Operations

Date: 3/1/2026 – 3/31/2026

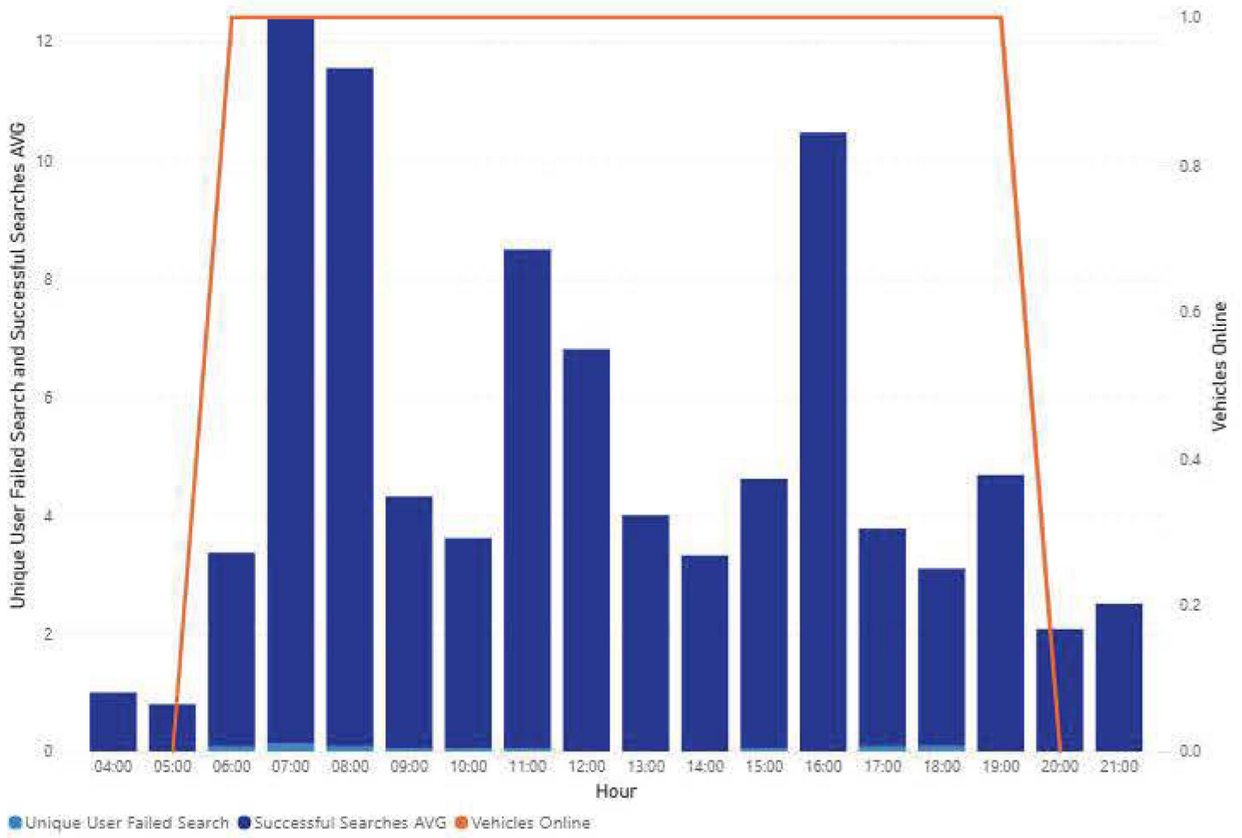
Program: Blackfalds

Include Date: All

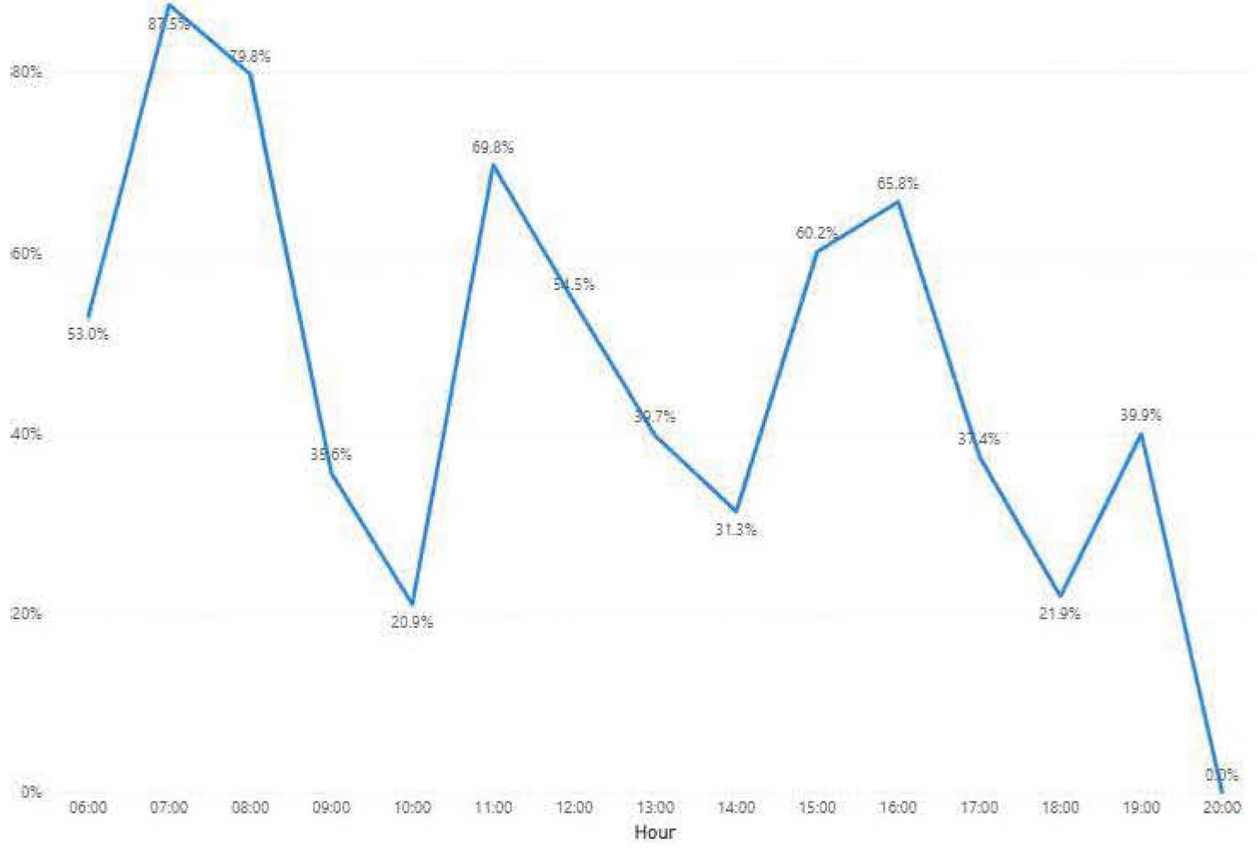
Weekday: All

| Total On-Fare Time (h) | Vehicle Utilization Rate | Max Vehicles Online | Revenue Hours | Demand Response Revenue Hours |
|---|---|---|---|---|
| 143 | 51.1% | 1.0 | 280.0 | 200.0 |

## Service Availability




## Vehicle Utilization Rate by Time of Day



**MEETING DATE:** April 28, 2026

**PREPARED BY:** Danielle Nealon, Senior Legislative Advisor

**SUBJECT:** **2026 Mayor for a Day**

## BACKGROUND

The Mayor for a Day Program is an initiative designed to engage youth in local governance and foster civic responsibility. This program provides Grade 6 students with a unique opportunity to experience the roles and responsibilities of a mayor for a day, encouraging them to think critically about community issues and propose innovative solutions.

## DISCUSSION

The 2026 Mayor for a Day Program invites Grade 6 students to participate in a contest to share their ideas about local economic growth. Students are asked to identify a new business they would like to see in Blackfalds and explain how they would attract that business to the community. Submissions should also describe the resources, materials, and estimated costs needed to make their idea a reality. Entries may be submitted in a variety of formats, including letters, campaign advertisements, brochures, posters, short essays, or videos.

The full contest question is:

- What new business would you like to see in Blackfalds, and how would you attract it to our community? What resources, materials, and costs would be needed to make your idea a reality?

The 2026 Mayor for a Day Program is now open, with a submission deadline of Friday, May 15, 2026. Notifications about the program were sent to Grade 6 teachers at all local schools to reach a broad audience and encourage more students to participate in the contest.

The top 3 entries will be notified by Thursday, May 28 and invited to attend a pre-Council meet and greet pizza party on Tuesday, June 9, and following, attend the Regular Council Meeting in Council Chambers at the Civic Cultural Centre (Town Office), where the presentation for 2026 Mayor for a Day will be announced and entries will receive some Town of Blackfalds SWAG.

The 2026 Mayor for a Day will attend select events and represent the Town in the Blackfalds Days Parade on Saturday, June 20. An itinerary of events will be shared in advance.

## ATTACHMENTS

- *2026 Mayor for a Day Package*

## APPROVALS

Kim Isaak,
Chief Administrative Officer

Department Director/Author

BLACKFALDS GRADE 6 STUDENTS:

GET READY TO BE

# MAYOR

FOR A DAY



## WHAT WE NEED FROM YOU

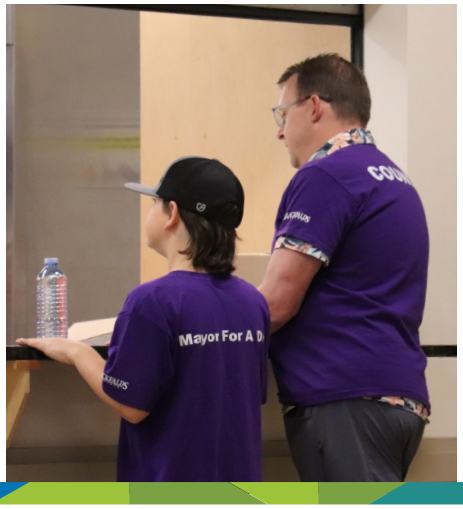
*What new business would you like to see in Blackfalds, and how would you attract them to our community?*

- **What are the resources/materials and costs needed to make your idea a reality?**

SERVE ON COUNCIL




JOIN THE PANCAKE BREAKFAST



RIDE IN THE PARADE




*PHOTOS: 2025 MAYOR FOR A DAY BRYSON BELANGER*

*Submit your answer by* **Friday, May 15** *in one of the following formats:*

- *Letter*
- *Campaign Ad*
- *Brochure*
- *Poster*
- *Short Essay*
- *30 sec. Video*

*For details contact:*

*- Your teacher*
*- legislative@blackfalds.ca*
*- 403.885.6248*

BLACKFALDS DAYS

BLACKFALDS ALBERTA

BLACKFALDS
ALBERTA

Box 220 | 5018 Waghorn Street
Blackfalds, AB | T0M 0J0
Phone | 403.885.6248
Fax | 403.885.4610
Email | legislative@blackfalds.ca
www.blackfalds.ca



2025 - 2029 Town Council
L-R: Jim Sands, Shane Hanson, Brenda Dennis, Cory Twerdoclib, Mayor Laura Svab, Aaron J. Hoyte, Ryan Brown

# TOWN OF BLACKFALDS
# 2026 MAYOR FOR A DAY CRITERIA

**2026 Question: What new business would you like to see in Blackfalds, and how would you attract them to our community?**

**What are the resources/materials and costs needed to make your idea a reality?**

## Guidelines:

- Application Deadline: Friday, May 15 at 4:30pm
- Each entry to the Town of Blackfalds Mayor for a Day contest must include a completed submission form and an answer to the question.
- Submissions will be accepted in the form of a letter, campaign ad, brochure, poster, short essay or 30 second video.
- The contest is open to all Grade 6 students who reside and go to school in the Town of Blackfalds but is open to students who attend schools in another division.
- Applications from group submissions will also be accepted.
- One winner will be chosen based on their submission and will be named 2026 Mayor of Blackfalds for a day.
- Submissions will not be returned and will become the property of Town of Blackfalds.

## Judging details:

Submission must be received by the deadline and will be judged on creativity and originality.

## Prize details:

- The top 3 entries will be notified by Thursday, May 28 and invited to attend the Regular Council Meeting on Tuesday, June 9 in Council Chambers at the Civic Cultural Centre (Town Office), where the presentation for 2026 Mayor for a Day will be announced. The 3 entries will be invited to a pre-council meet and greet pizza party!
- Mayor for a Day items as chosen by the Town of Blackfalds.
- The 2026 Mayor for a Day will attend selected events and represent the Town in the Blackfalds Days Parade (Saturday, June 20). An itinerary of events will be shared in advance.

Legislative Services administers this initiative on behalf of the Mayor.
Questions or comments should be directed to 403.885.6248.

BLACKFALDS
ALBERTA

Box 220 | 5018 Waghorn Street
Blackfalds, AB | T0M 0J0
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2025 - 2029 Town Council
L-R: Jim Sands, Shane Hanson, Brenda Dennis, Cory Twerdoclib, Mayor Laura Svab, Aaron J. Hoyte, Ryan Brown

# TOWN OF BLACKFALDS
# 2026 MAYOR FOR A DAY **SUBMISSION FORM**

Each entry to the Town of Blackfalds Mayor for a Day contest must include a completed submission form.

The 2026 Mayor for a Day will attend selected events and represent the Town in the Blackfalds Days Parade (Saturday June 20, 2026) and will receive selected items to wear and to keep.

Entries will be received until Friday, May 15. The top 3 entries will be notified by Thursday, May 28 and invited to attend the Regular Council Meeting on Tuesday, June 9 (in Council Chambers at the Civic Cultural Centre), where the winner and runners-up will be announced.

For more information, please call 403.885.6248.

## 2026 Question:

**What new business would you like to see in Blackfalds, and how would you attract them to our community?**

**What are the resources/materials and costs needed to make your idea a reality?**

Student / Group name(s): _____ Age: _____

Home address: _____

Phone number: _____ Email address: _____

Parent/Guardian's Name: _____

Parent/Guardian's Signature: _____

Name of School you attend: _____

Teacher's name: _____ Teacher's email: _____

Submissions will not be returned and will become the property of Town of Blackfalds.

Please submit entries by the deadline Friday, May 15 at 4:30pm to:

"2026 Mayor for a Day"
Town of Blackfalds, Box 220, 5018 Waghorn Street, Blackfalds, AB T0M 0J0
Phone | 403.885.6248 / Fax: 403.885.4610
Email | legislative@blackfalds.ca

Personal information provided in submissions will be used solely to facilitate contact and administration of the 2026 Mayor for a Day initiative. This information is collected under the authority of Section 4(c) of the Protection of Privacy Act and will be protected under Part 1 of the Act. Questions regarding the collection and/or use of this information may be directed to the Information Governance Coordinator at access@blackfalds.ca or by phone at 403.885.6370.

BLACKFALDS
ALBERTA

**TOWN OF BLACKFALDS**
**Blackfalds & District Family & Community Support Services Board**
Thursday, January 8, 2026 at 7:00 p.m.

# MINUTES

---

**MEMBERS PRESENT**

| | |
|---|---|
| Ryan Brown | Town of Blackfalds Councilor |
| Cory Twerdoclib | Town of Blackfalds Councilor |
| Dena Thomas | Public at Large |
| Jessalyn Parsons | Public at Large |
| Heather Johnson | Public at Large |
| Auralei Agrey | Public at Large |
| Glenda Brown | Public at Large |
| Kimberly Burrell | Public at Large |
| Michelle Meadows | Public at Large |

**ATTENDING**

| | |
|---|---|
| Sawyer Hick | Town of Blackfalds FCSS Manager |
| Erin Dahl | Town of Blackfalds FCSS Admin Assistant |

**OTHERS ATTENDING**

**REGRETS**

| | |
|---|---|
| Gloricel Cayago | Public at Large |

**WELCOME AND CALL TO ORDER**

Chair Thomas welcomed all attending, introduced Councilors Brown and Twerdoclib.
The Blackfalds & District Family & Community Support Services Board Meeting was to order at 7:02 pm.
Member Johnson moved that the Blackfalds & District Family & Community Support Services Board approved the agenda. Member Glenda Brown Seconded the motion.

**CARRIED UNANIMOUSLY**

**ADDITIONS TO AGENDA**

N/A

**DELETIONS TO AGENDA**

N/A

**TREATY SIX LAND ACKNOWLEDGEMENT**

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

**PRESENTATIONS**

**N/A**

BLACKFALDS
ALBERTA

**TOWN OF BLACKFALDS**
**Blackfalds & District Family & Community Support Services Board**
Thursday, January 8, 2026 at 7:00 p.m.
# MINUTES

**BUSINESS**

**Approval of Minutes of November 20, 2025**

Member Thomas moved that the Blackfalds & District Family & Community Support Services Board recommends Council adopt the minutes from November 20, 2025, as presented.

**CARRIED UNANIMOUSLY**

**Appointment of Chair and Vice-Chair**

Glenda nominated Dena Thomas as President, no other nominations, Dena accepted. Dena nominated Glenda Brown as Vice President, no other nominations, Glenda accepted.

**Approval of Minutes from November 20, 2025**

Member Jessalyn Parsons approved the November 20,2025 meeting minutes.

**CARRIED UNANIMOUSLY**

**SOCIAL SERVICES FRAMWORK**

-Administration has discussed introducing framework policies across all divisions. These policies outline the key expectations, guiding principles, and decision-making parameters that shape how each division operates. By establishing this high-level direction, we create a consistent foundation that supports effective, efficient, and well-coordinated management practices. This Policy will ensure that Social Services policies and procedures are aligned with our broader organizational priorities and values.

-The purpose of this Policy is to establish clear guidelines for the planning, implementation, and evaluation of preventive and supportive social services within the Town of Blackfalds. This Policy aims to enhance the well-being of individuals and communities by providing equitable, accessible, and high-quality services that address the diverse needs of our population.

-Council is committed to fostering a resilient, inclusive, and supportive social environment that strengthens protective factors, reduces social risks, and builds community capacity. Through diverse, high-quality programs, the Town prioritizes equity, collaboration, and accountability to ensure long-term impact for current and future generations. Council provides strategic oversight and ensures resources are allocated to preventive social services that align with provincial legislation and community priorities.

*Questions from the board members and the councilor's regarding draft copy of Social Services Framework included: why the framework policy is so broad, where people go to for information and community referrals, wanting to look at the affordable housing needs of Blackfalds, would other agencies partner with FCSS to join and expand, survey for community needs in due 2027 would this survey beneficial, Bolt expansion or affordable transportation. Members would like a list of Social Services are not available and what services are being outsourced.*

## SCOPE

This Policy applies to social services including, but not limited to:

1. Community Supports: Programs that build resilience against housing insecurity, food insecurity and health challenges.

2. Capacity Building: Educational and vocational training, skill development, youth/family/senior supports.

3. Equity Initiatives: Programs addressing systemic barriers, culturally safe delivery, inclusion of marginalized groups.

4. Community Development: Partnerships, volunteerism, environmental sustainability, and resilience initiatives.

## AUTHORITY AND RESPONSIBILITIES

Council to:

1. Adopt and support this Policy by resolution.

2. Consider the allocation of resources for the successful implementation of this Policy in the annual budget.

Chief Administrative Officer to:

1. Advise Council on the development, implementation, and amendment of this Policy.

2. Ensure Policy review occurs and verify the implementation of this Policy.

Administration to:

1. Implement programs in alignment with this Policy.

2. Report annually to Council on program outcomes, risk management, and resource allocation.

## SOCIAL SERVICES FRAMEWORK

By virtue of this Policy, the Town of Blackfalds Social Services strives to:

1. Ensure programs are accessible to all demographics, including marginalized or underserved groups.

2. Provide services in a manner that respects the dignity and rights of all individuals.

3. Build partnerships with local organizations, schools, health services, and businesses to maximize resources and impact.

4. Ensure services are culturally sensitive, responsive, and inclusive to the diverse needs of the community.

5. Promote sustainable delivery that respects environmental, economic, and social factors.

6. Maintain transparency in decision-making, service goals and outcomes.

The goals and objectives of Social Services in relation to this framework Policy are to:

Ensure equitable access to preventive social services for all residents.

Promote community well-being by strengthening protective factors and reducing social risks.

Foster resilience and self-reliance through skill-building, education, and empowerment initiatives.

Reduce isolation and enhance social connection through engagement, volunteerism, and participation.

Advance equity and inclusion by addressing systemic barriers and promoting culturally safe service delivery.

This Policy establishes the foundation for a responsive, sustainable, and preventive Social Services system that strengthens community well-being and promotes equity, inclusion, and resilience.

Guided by this Policy and related documents, Social Services commits to:

1. Deliver equitable and inclusive programs and support's that respond to identified community needs.

2. Develop guidelines for planning, delivering, and evaluating social services to ensure consistency and quality.

3. Establish transparent funding priorities, considering severity of needs, impact, efficiency, and external opportunities.

4. Maximize the use of available resources to ensure sustainability and growth of social service offerings.

5. Engage stakeholders through consultation, forums, and collaborations with agencies and governments.

6. Set benchmarks and performance indicators to evaluate the success and impact of social service programs, supports and initiatives.

7. Identify potential risks in social service delivery (e.g., confidentiality, equity gaps, service duplication) and establish preventive measures that meet ethical and legal requirements.

8. Promote awareness of social services through outreach, advertising and social media platforms. Council Policy No- Social Services Framework Page

9. Keep the community informed about programs, services, policies, and changes through clear and consistent communication.

10. Foster collaboration and partnerships with local organizations, schools, health services, and business to maximize impact and reduce duplication.

11. Support volunteerism and community capacity building as a cornerstone of social service sustainability. 12. Embed continuous improvement practices using evaluation findings and community feedback to refine programs annually.

**EXCLUSIONS**

Direct Assistance: The Town of Blackfalds Social Services does not provide direct financial assistance, clinical treatment, or crisis intervention beyond preventive scope. Residents requiring such support's will be referred to appropriate provincial or community agencies.

**SPECIAL SITUATIONS**

-Services may be adapted during public health emergencies, natural disasters, or other extraordinary circumstances to ensure continuity of preventive support's.
-Partnerships may be prioritized in situations where community needs exceed municipal capacity.

**AG SOCIETY REPORT**

Chair Thomas reported a meeting with Manager Hick and Ian from the Light House Project via online to discuss the project and the application from the Blackfalds Ag Society. Expecting an answer very soon on whether Blackfalds Ag Society was one of the 60 successful candidates. Light House Project is an initiative focused on mental health and resources aiming to help rural residents in Alberta.

**FCSS MANAGERS VERBAL UPDATE**

A draft copy of the Social Services Framework Policy was discussed and reviewed. The goal is to provide a Social Services Framework that is inclusive, accessible and fosters an environment that builds community capacity, strengthens protective factors, reduces barriers, while also ensuring programs and services align with provincial legislation and community priorities.

Manager Hick also talked about the Alberta government wanting FCSS managers to assess their FCSS programs to ensure they are following the provincial mandate. The programming is to be Prevention Focused in nature. These assessments will be completed later in the year. Manager Hicks feels confident after completing training on how to do proper evaluations at FCSSAA conference.

FCSS Grant applications are accepted until March 20,2026 and applications will be reviewed April 9/26 meeting. FCSS will provide a matrix to score applications.

**ACTION ITEMS**

Board members and council would like a list of Social Services that are not available and what services are being outsourced.

**VOLUNTEER PROGRAMMER REPORT** **December 2025**

**VOLUNTEER CHRISTMAS OPEN HOUSE**

To commemorate International Volunteer Day and thank volunteers/community groups. Drop-in event with hot chocolate pouch craft, pizza, hot chocolate bar, socializing, door prizes, and photo booth.

Attendance: 70 people, including 2 FCSS staff, 2 Councillors, Mayor Svab, and representatives from 11 organizations: Blackfalds Figure Skating Club, Friends of the Library, Heart of Blackfalds Society, Blackfalds Ag Society, Blackfalds Seniors Club, Blackfalds Food Bank, Optimist Club of Blackfalds, Ubaka, Care for Newcomers, BGC Wolf Creek.

Cross-department collaboration was essential due to short turnaround after Seniors Club booking.

**BUSINESS CHRISTMAS CHALLENGE**
Outcome: Collected **2,072.5 lbs of food** for Blackfalds Food Bank.
Participants: 14 businesses including Ash Tyndall Photography, Blackfalds Nutter's, Jade's Virtual Office Inc, Panache Compounding Pharmacy, Blackfalds Physiotherapy, Neighborhood Dental, Stride Physiotherapy, The Hitchin Post Blackfalds, Blackfalds Boston Pizza, Blackfalds Smiles, Little Star Playschool, Blackfalds Ag Society, Faith Community Church, Heart of Blackfalds Society.

**Volunteer Pairings**: 19 residents have been successfully paired with a Snow Angel volunteer.

**IN PROGRESS**: 1 resident is currently in the process of being paired, with volunteer coordination underway.

**WAITLIST**: 3 residents remain on the waitlist; 2 have been provided with a Snow Angel window sign through the expanded Neighborhood Snow Angel Program.

Town of Blackfalds volunteers were utilized at the following programs and events

Cooking Club: 2 volunteers, Leaders in Training: 6 volunteers

**ONGOING INITIATIVES:**
Monthly FCSS **Volunteer Newsletter**

In December, 301 sends with an open rate of 53%

**UPCOMING VOLUNTEER OPPORTUNITY'S**
-Snow Angel Program for the winter months
-Winterfest February 16,2026

**2025 VOLUNTEER POSITIONS & HOUR STATS:**
**Total Volunteer positions filled**: 241
**Programs**: 74
**Event/Fundraisers**: 129
**Board, Committee, Commissions**: 38

**Total Town of Blackfalds Volunteer Hours**: 1858
**Programs**: 1031.5 hours
**Event/Fundraisers**: 400 hours
**Board, Committee, Commissions:** 426.5 hours

**TOWN VOLUNTEER SUPPORTING PROGRAMMING 2025:**

**CVITP**: 3 volunteers & 35 hours
**Reception Centre**: 9 volunteers & 154.5 hours
**Blackfalds Bike Rodeo**: 5 volunteers & 12.5 hours
**Abbey Centre Programming:**
**Jr. Lifeguard Volunteer Program**: 6 volunteers & 209.25 hours
**Camp Curious**: 8 volunteers & 213.75 hours
**Basketball Camp Facilitator:** 1 volunteer & 30 hours
**FCSS Youth Programming**:
**Youth Week**: 3 volunteers & 8 hours
**BYC & Cooking Club**: 5 volunteers & 18 hours
**Leaders in Training**: 6 volunteers & 70.5 hours
**Snow Angel Program**: 28 volunteers are supporting 18 locations & approx. 280 hours

**SENIOR 2025 FINESS PROGRAMMIMG**

Five program sessions were offered in 2025, totaling 20 individual classes. Registration grew by 161% compared to 2024, with 361 registered participants and 4 drop-ins attending. the free classes supported by Lacombe County grant funding and the Blackfalds Ag Society.

70% of participants were Blackfalds residents, while 29.6% came from outside Blackfalds and Lacombe County.

**Program capacity highlights:**

Friday Chair Yoga: 100% full Monday/Wednesday Yoga: 83% full Tuesday Fit & Functional: 95% full

**NEW SENIOR SESSIONS 2025** **Seniors Educational & Engagement Sessions**

Throughout the year, FCSS partnered with various organizations to deliver practical information, skill-building opportunities, and community connection for seniors. Attendance and partnerships included:

- **Transitioning to Your Next Chapter: Selling Your Home**

Partner: T. Kroetsch (Royal LePage) & Lacombe Foundation Attendance: 7

- **Wills & Estate Planning**

Partner: Servus Credit Union Attendance: 17

- **Medication & Supplements: What Every Senior Needs to Know**

Partner: Blackfalds Shoppers Drug Mart Attendance: 7

- **Tenant Rights & Responsibilities**

Partner: Community Legal Clinic Attendance: 11

- **Nutritional Eating Classes with Cooking Opportunities**

Partner: Alberta Health Services (AHS) Attendance: 12

- **Empowering Seniors: Elder Abuse Awareness**

Partner: Law Enforcement, AHS, Sylvan Lake FCSS Attendance: 7

- **Watercolor Painting Classes**

Hired Instructor Attendance: 9 (first class) & 8 (second class)

- **Aging in Place: Tips for Staying in Your Home Longer** Attendance: 25
- **Falls Prevention**

Partners: Abbey Centre Fitness Staff, Lifeline Canada, Primary Care Network Attendance: 24

Sessions provided seniors with practical knowledge, creative outlets, and social engagement. Partnerships strengthened community collaboration and resource sharing.

**COMMUNITY ENGAGMENT PROGRAMMER REPORT** **December2025**

- Continued focus on **keeping the brain playful and engaged** during walks.
- Activities included: **"Name That Smell" Challenge:** Participants identified scents (lemon, cinnamon, peppermint, vanilla) to stimulate memory and sensory recognition. **Festive Dance Corner:** Christmas music encouraged walkers to dance; popular songs included Elvis' *Blue Christmas* and *Rock Around the Christmas Tree.*Inflatable Christmas tree costume added fun and photo opportunities.

**Special Year-End Activity**

Final December meeting featured a **draw for ten $20 grocery gift cards** (donated by Blackfalds Save-On-Foods and Blackfalds IGA).

**Community Connection**

Group continues to grow in numbers and social bonds. Heartwarming moment: A participant shared handmade ornaments created by his late wife, fostering connection and remembrance.

**Impact:** Program successfully promotes physical activity, mental engagement, and social connection for seniors.

Average of 23 walkers every Tuesday in December

We had 31 unique walkers during the month of December 77% of the walkers are from the Town of Blackfalds, 6% are from the City of Lacombe, 20% are from the County of Lacombe.

**MORE THAN A MOVIE:**

29 movie guests Enjoyed the movie: The Best Christmas Pageant Ever.
26 Blackfalds residents,1 resident of the City of Lacombe 2 residents from the County of Lacombe

**Activity:** Screening of a Christmas-themed movie about performing the Christmas Story at a local church.
**Impact:** Highly emotional and nostalgic; guests were moved to tears. The film reinforced the importance of community and tradition during the holiday season.
**Social Component:** Pizza lunch followed the movie; the hall was lively with conversation and joy.

Severe weather and a travel advisory caused multiple cancellations, especially from out-of-town seniors. Despite conditions, local seniors attended, demonstrating strong commitment to the program and desire for social connection. Seniors expressed the importance of gathering in a safe, welcoming space.

*The event highlighted the value of programs that foster community engagement and reduce isolation.*

**CHRISTMAS BUREAU**

**December 8 Activities**

Assembly, labeling, and organization of hamper boxes.
Hampers categorized into *family hampers* and *single/senior hampers.*
Heavy" non-perishable food items were added to all hampers in the afternoon.

**December 9 Activities**

Volunteers, under FCSS supervision, added age-appropriate "little somethings" and gift cards to family hampers. In the afternoon, single/senior hampers were completed with comfort items (mugs, blankets, candles) based on household composition and gender.

**December 10 Activities**

Delivery-designated hampers were organized by community location.
Heavy, perishable, and frozen items were added. The Blackfalds Fire Department delivered the hampers. Delivery process went extremely well; only two hampers required follow-up adjustments, which were resolved the same afternoon.

**December 11 Activities**
Hamper pick-ups occurred at 10:00 a.m. and 4:00 p.m.
Only one hamper remained unclaimed despite multiple contact attempts. Program operations concluded for the year.

The partnership between FCSS and Beyond Community Hub is extraordinary. We handle all the screening, admin and organization of the hamper delivery and pick up, and they organize and coordinate all the volunteers, gift items, gift cards and food items that are given. We enjoy this partnership and know that it makes a difference in so many community members' lives. The Beyond Food Community Hub does the majority of the fundraising for this program and send out the Charitable tax receipts. This is an excellent and important partnership for the community.

**89 Family Hampers** (homes with at least one adult and one child within the home)
**14 Single/Seniors** Hampers (homes with only adults within the home)
**103 Blackfalds Homes** received Christmas Bureau Hampers
**376 total individuals received** – 227 children, 103 women, 46 men
(26 adults from single/senior homes)

**OUTER DUTIES:**
Assisted a community member with an AGLC/gaming application.

Coordinated the TOB staff Reindeer games (Foodbank donation challenge) – 441 lbs. of food was donated from TOB staff.

**ONGOING INITIATIVES:**
**Blackfalds FCSS Facebook Page:** 1628 followers December
**Blackfalds Instagram Page:** 214 followers in December
**Abbey Centre Membership Assistance Program:**

**YOUTH PROGRAMMER REPORT** **December 2025**

**YOUTH COOKING CLUB**
-The final Cooking Club session of the year was held on December 10
-Youth participants prepared a chicken and vegetable stir fry celebration dinner for 24 guests, demonstrating the culinary skills developed throughout the program.
-Mayor Svab and her partner, Ray, attended as special guests.
-The event was supported by two community volunteers and a Grade 9 Leader in Training volunteer, contributing to smooth operations.
-The dinner was well received, and youth participants were recognized with certificates of completion and a recipe booklet containing all dishes prepared during the year.
-The recipe booklet is intended to support continued skill development beyond the program.

**LEADERS IN TRAINING**

-Leaders in Training program has had a strong start.
-Three Grade 9 students from Iron Ridge Secondary Campus are participating.
-Two students from Lacombe Composite High School (one in Grade 12 and one in Grade 10) have also joined.
-One grade 10 participant is completing the program for work experience and high school credits.

**COMMUNITY HELPERS PROGRAM**

Unfortunately, I do not have the capacity to collaborate on this initiative currently, despite recognizing its value to our community. I am hopeful that another community organization will be able to support and move this important work forward.

**ACTION ITEMS**
Councilor Brown would like more information regarding Community Helpers program for the upcoming meeting.

**OUTER DUTIES:**

**ONGOING INITIATIVES:**
**Positive Ticketing Program:** FCSS continues to partner with Constable Hewitt to distribute positive tickets to youth in the community and schools. These tickets recognize and

encourage positive or improved behavior, reinforcing a culture of respect and responsibility among local youth.

**Youth Interagency Meetings:** On September 3, we hosted our very first 'Youth Program Providers: Blackfalds Meet-Up' to bring together local organizations that offer youth programming in

our community. This gathering created a valuable space for connection, information sharing, and collaboration, with the shared goal of supporting youth in Blackfalds.
**School Engagement:** Participated in Iron Ridge Intermediate Campus on September 4 to engage youth and their families

MONTHLY FCSS NEWSLETTERS

**Vibrant Living 50+** 261 sends with an open rate of 70%
**Interagency** 139 sends and an open rate of 39%
**Beyond Lunchbox Program** 285 sends and an open rate of 53%

The Blackfalds & District Family & Community Support Services Board Meeting ended at 8:42 p.m.

Dena Thomas, Chair _____

Erin Dahl, Admin Staff _____

BLACKFALDS
ALBERTA

**TOWN OF BLACKFALDS**
**Blackfalds & District Family & Community Support Services Board**
Thursday, February 19, 2026 at 7:00 p.m.

# MINUTES

## MEMBERS PRESENT

| | |
|---|---|
| Ryan Brown | Town of Blackfalds Councilor |
| Cory Twerdoclib | Town of Blackfalds Councilor |
| Dena Thomas | Public at Large |
| Kimberly Burrell | Public at Large |
| Michelle Meadows | Public at Large |

## ATTENDING

| | |
|---|---|
| Sawyer Hick | Town of Blackfalds FCSS Manager |
| Erin Dahl | Town of Blackfalds FCSS Admin Assistant |

## OTHERS ATTENDING

## REGRETS

| | |
|---|---|
| Gloricel Cayago | Public at Large |
| Jessalyn Parsons | Public at Large |
| Heather Johnson | Public at Large |
| Auralei Agrey | Public at Large |
| Glenda Brown | Public at Large |

## WELCOME AND CALL TO ORDER

Chair Thomas welcomed all attending, introduced Councilors Brown and Twerdoclib.
The Blackfalds & District Family & Community Support Services Board Meeting was to order at 7:04 pm. Member Johnson moved that the Blackfalds & District Family & Community Support Services Board approved the agenda. Member Kimberly Burrell Seconded the motion.

**CARRIED UNANIMOUSLY**

## ADDITIONS TO AGENDA

4.13 Empowering Minds/Light house Project Update
4.14 FCSSAA Board meeting Highlights

## DELETIONS TO AGENDA

N/A

## TREATY SIX LAND ACKNOWLEDGEMENT

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

territory.

**PRESENTATIONS**

**N/A**

**BUSINESS**

**Approval of Minutes of January 8, 2026**
Member Thomas moved that the Blackfalds & District Family & Community Support Services Board recommends Council adopt the minutes from January 8, 2026, as presented.

**CARRIED UNANIMOUSLY**

**Approval of Minutes from November 20, 2025**

Member Ryan Brown approved the January 8,2026 meeting minutes.

**CARRIED UNANIMOUSLY**

**FCSS SUPPORT SERVICES FRAMWORK**

-Administration has discussed introducing framework policies across all divisions. These policies outline the key expectations, guiding principles, and decision-making parameters that shape how each division operates. By establishing this high-level direction, we create a consistent foundation that supports effective, efficient, and well-coordinated management practices. This Policy will ensure that Social Services policies and procedures are aligned with our broader organizational priorities and values.

-The purpose of this Policy is to establish clear guidelines for the planning, implementation, and evaluation of preventive and supportive social services within the Town of Blackfalds. This Policy aims to enhance the well-being of individuals and communities by providing equitable, accessible, and high-quality services that address the diverse needs of our population.

-Council is committed to fostering a resilient, inclusive, and supportive social environment that strengthens protective factors, reduces social risks, and builds community capacity. Through diverse, high-quality programs, the Town prioritizes equity, collaboration, and accountability to ensure long-term impact for current and future generations. Council provides strategic oversight and ensures resources are allocated to preventive social services that align with provincial legislation and community priorities.

*Board members are happy with the name change from Social Services Framework to FCSS Support Services Framework and the policy being broad to allow flexibility.*

## SCOPE

This Policy applies to social services including, but not limited to:

1. Community Supports: Programs that build resilience against housing insecurity, food insecurity and health challenges.

2. Capacity Building: Educational and vocational training, skill development, youth/family/senior supports.

3. Equity Initiatives: Programs addressing systemic barriers, culturally safe delivery, inclusion of marginalize groups.

4. Community Development: Partnerships, volunteerism, environmental sustainability, and resilience initiatives.

## AUTHORITY AND RESPONSIBILITIES

Council to:

1. Adopt and support this Policy by resolution.

2. Consider the allocation of resources for the successful implementation of this Policy in the annual budget.

Chief Administrative Officer to:

1. Advise Council on the development, implementation, and amendment of this Policy.

2. Ensure Policy review occurs and verify the implementation of this Policy.

Administration to:

1. Implement programs in alignment with this Policy.

2. Report annually to Council on program outcomes, risk management, and resource allocation.

## FCSS SUPPORT SERVICES FRAMWORK

By virtue of this Policy, the Town of Blackfalds Social Services strives to:

1. Ensure programs are accessible to all demographics, including marginalized or underserved groups.

2. Provide services in a manner that respects the dignity and rights of all individuals.

3. Build partnerships with local organizations, schools, health services, and businesses to maximize resources and impact.

4. Ensure services are culturally sensitive, responsive, and inclusive to the diverse needs of the community.

5. Promote sustainable delivery that respects environmental, economic, and social factors.

6. Maintain transparency in decision-making, service goals and outcomes.

The goals and objectives of Social Services in relation to this framework Policy are to:

Ensure equitable access to preventive social services for all residents.

Promote community well-being by strengthening protective factors and reducing social risks.

Foster resilience and self-reliance through skill-building, education, and empowerment initiatives.

Reduce isolation and enhance social connection through engagement, volunteerism, and participation.

Advance equity and inclusion by addressing systemic barriers and promoting culturally safe service delivery.

This Policy establishes the foundation for a responsive, sustainable, and preventive Social Services system that strengthens community well-being and promotes equity, inclusion, and resilience.

Guided by this Policy and related documents, Social Services commits to:

1. Deliver equitable and inclusive programs and support's that respond to identified community needs.

2. Develop guidelines for planning, delivering, and evaluating social services to ensure consistency and quality.

3. Establish transparent funding priorities, considering severity of needs, impact, efficiency, and external opportunities.

4. Maximize the use of available resources to ensure sustainability and growth of social service offerings.

5. Engage stakeholders through consultation, forums, and collaborations with agencies and governments.

6. Set benchmarks and performance indicators to evaluate the success and impact of social service programs, supports and initiatives.

7. Identify potential risks in social service delivery (e.g., confidentiality, equity gaps, service duplication) and establish preventive measures that meet ethical and legal requirements.

8. Promote awareness of social services through outreach, advertising and social media platforms. Council Policy No- Social Services Framework Page

9. Keep the community informed about programs, services, policies, and changes through clear and consistent communication.

10. Foster collaboration and partnerships with local organizations, schools, health services, and business to maximize impact and reduce duplication.

11. Support volunteerism and community capacity building as a cornerstone of social service sustainability. 12. Embed continuous improvement practices using evaluation findings and community feedback to refine programs annually.

**EXCLUSIONS**

Direct Assistance: The Town of Blackfalds Social Services does not provide direct financial assistance, clinical treatment, or crisis intervention beyond preventive scope. Residents requiring such support's will be referred to appropriate provincial or community agencies.

**SPECIAL SITUATIONS**

-Services may be adapted during public health emergencies, natural disasters, or other extraordinary circumstances to ensure continuity of preventive support's.
-Partnerships may be prioritized in situations where community needs exceed municipal capacity.

**BCG REPORT**

BGC Wolf Creek Blackfalds launched programming in fall 2024 in direct response to a clearly identified community need: parents in Blackfalds required more Out of School Child Care options. The 2025 year marked the organization's first full year of operation, and the results demonstrate strong uptake, growing trust, and meaningful community impact.

By establishing consistent, reliable child and youth programming, BGC Wolf Creek Blackfalds not only met the immediate childcare gap but also contributed to addressing five priority areas identified in the Blackfalds Social Needs Assessment:

- Support for parents and families
- Mental health

- Bullying and abuse
- Isolation and loneliness
- Collaboration among local agencies

The organization delivered three core programs for children ages 5–12—After School Program, School's Out Day (S.O.D.) Program, and Summer Camp—while also expanding services to include targeted youth programs (ages 12–18) and free counselling for children, youth, and families. In 2025 alone, these programs generated **5,740 visits from 287 unique individuals**, demonstrating strong community engagement.

**After School Program**

Operating out of the Iron Ridge Secondary Campus, the After School Program provides a safe, engaging, and supportive environment each school day. Children participate in themed activities, physical play, quiet spaces, and receive a healthy snack. Transportation from three local schools removes barriers for families. **Program impact:**

- 61 days of programming
- 86 individual children
- Average of 20 children per day
- 56% of total program visits

**School's Out Day (S.O.D.) Program**

This full-day program runs on non-school days such as PD days, Teacher's Convention, and Spring Break. Demand has been high, often resulting in a waitlist, though most families are accommodated. **Program impact:**

- 35 days of programming
- 112 individual children
- Average of 26 children per day
- 16% of total program visits

**Summer Camp**

In 2025, BGC Wolf Creek Blackfalds delivered its first-ever Summer Camp, and it quickly became a highlight for families in the community. The program attracted many new participants and offered eight weeks of full-day care—an essential support for working parents during the summer months. Each week featured engaging themes, on-site and off-site activities, and opportunities for community members to share their skills with campers. Staff at field trip locations consistently praised the children's behaviour, reflecting positively on the program's culture and supervision.

**Program impact:**

- 40 days of programming
- 109 individual children
- Average of 31 children per day
- 22% of total program visits

**Youth Lunch Drop-In**

Located within the Iron Ridge Secondary Campus, BGC Wolf Creek Blackfalds naturally became visible to local youth. As students grew more comfortable with staff, they expressed interest in having a space of their own. In response, the Club launched a weekly Youth Lunch Drop-In, offering games, snacks, conversation, and a welcoming environment. Attendance has steadily increased, and youth have contributed ideas for future programming. This momentum is now supporting the expansion of youth services, including the upcoming Lead Up leadership program at the Junior Campus.

**Program impact:**

- 12 days of programming
- 75 individual youth
- Average of 14 youth per day
- 3% of total program visits

**Counselling Program**

To further support children, youth, and families, BGC Wolf Creek Blackfalds expanded access to its no-cost counselling services. Initially offered for a half-day each week, demand quickly demonstrated the need for increased availability. The program now operates one full day per week, with additional after-school sessions for convenience. To reduce barriers, the counsellor also provides services directly within three local schools. This program has become an important resource for families seeking mental health support.

**Program impact:**

- 28 individuals served
- 162 counselling sessions
- 3% of total program visits

BGC Wolf Creek Blackfalds successfully advanced three of the five identified social sustainability goals through intentional, relationship-focused programming and expanded community supports.

- 1. Developing Independence, Coping Skills, and Resilience
- Across all Club programs, activities are intentionally designed to help children build confidence, emotional regulation, and problem-solving skills. Choice-based programming encourages independence, while daily routines such as journaling, self-care practices, and access to calming spaces help children learn to manage emotions. Staff reinforce positive behaviour and teach strategies for handling bullying, navigating conflict, and practicing calm-down techniques. The Counselling Program strengthens this impact by supporting not only individual children but also their families, creating a ripple effect of improved coping skills and resilience throughout the community.
- 2. Building Interpersonal and Group Skills
- Positive relationships are at the heart of Club culture. Staff model kindness, respect, and empathy, and children practice these skills through turn-taking games, group activities, and shared decision-making. Leadership opportunities are built into daily programming, allowing children to guide activities, mentor younger peers, and contribute to group expectations. The Counselling Program further supports healthy relationship development by helping families build stronger communication and relational skills that extend into the broader community.
- 3. Supporting Active Participation in the Community
- BGC Wolf Creek Blackfalds helps children and families stay engaged in community life by offering accessible, affordable, and reliable Out of School Child Care. Children participate in activities throughout Blackfalds—such as visits to the Abbey Centre, library, parks, and local agencies—which fosters pride, belonging, and awareness of community resources. By reducing childcare stress and financial barriers, the Club enables parents to work, participate in community life, and feel supported during a time of rising costs. Programming intentionally extends beyond the Club's walls, encouraging children, youth, and families to be active contributors to their community.

- **Summary of Reach and Expansion**
- The program not only reached its intended population but expanded significantly. Out of School Child Care programs continue to grow, often reaching licensed capacity. Summer Camp opened the door to many new families. The Counselling Program doubled its availability due to demand and now includes after-school and in-school sessions to reduce barriers. Youth programming has also begun to take shape, extending the Club's reach to ages 12–18. Continued growth is expected as awareness increases and programming expands.

- **Summary of Program Impact**
- The impact on children, families, and the community is clear and measurable. Results from the national BGC Canada survey show positive movement across all 21 indicators related to relationships, healthy living, learning, and leadership. Children report feeling more supported, more confident, and more connected. Staff also observe strong engagement—so much so that many children are reluctant to leave at pick-up time. Families benefit from reduced stress, increased access to childcare and counselling, and stronger connections to community resources. The community benefits from the development of confident, engaged young citizens who are learning to contribute positively to their environment.

## BIG BROTHERS BIG SISTERS REPORT

### Financial Overview

- **FCSS Contribution:** $9,000
- **Organization Contribution:** $97,518
- **Total Revenue:** $106,518
- **FCSS Eligible Expenditures:** $91,645
- **Other Expenditures:** $23,853
- **Total Expenditures:** $115,498
- **Surplus/Deficit: –$8,980**

### Program Overview & Community Need

Big Brothers Big Sisters of Lacombe and District (BBBSLD) delivered a range of mentoring programs designed to support children and youth facing multiple risk factors and Adverse Childhood Experiences (ACEs). The programs provide stable, caring relationships that strengthen mental health, resilience, and social connection.

In 2025, **219 mentoring relationships** were supported in Blackfalds—representing **51%** of all BBBSLD program participation—demonstrating strong and ongoing community need.

### Program Delivery & Outcomes

### Community-Based 1:1 Mentoring

- Matches youth with screened, trained adult mentors.

- Matches meet 6–8 hours monthly for activities, community engagement, and skill-building.
- Supports confidence, life skills, and positive decision-making.
- Program demand increased in 2025.

**In-School 1:1 Mentoring & Teen Mentoring**

- Weekly one-hour sessions during the school year.
- Teen Mentoring launched successfully in Blackfalds, empowering youth 14+ to mentor younger peers.
- Benefits include leadership, communication, and problem-solving skills for both mentors and mentees.

**Group Mentoring Programs**

- **Game On** and **Healthy Bodies Healthy Minds** delivered to Grade 5 classes.
- Focus on emotional well-being, teamwork, physical activity, mindfulness, and self-care.
- Participation decreased but program quality and engagement remained strong.

**Kids N Kops Summer Day Camp**

- Delivered with Lacombe Police Service, Blackfalds RCMP, and Municipal Enforcement.
- Builds positive relationships between youth and law enforcement.
- 12 youth participated.

**Adopt-a-Family Program**

- Expanded support during the holiday season.
- Assisted **27 youth, 45 individuals, and 11 families**.

**Impact on Independence, Coping Skills & Crisis Resilience**

BBBSLD programs help youth:

- Build confidence and emotional regulation.
- Strengthen coping and communication skills.
- Develop independence through goal-setting and problem-solving.
- Reduce isolation by providing a consistent, trusted adult.

Survey results show:

- **98% of youth** agreed: *"As a result of my mentor, I am better at handling whatever comes my way."*

A mentor noted: *"I think my mentee has become more confident in himself, in his interests and with making connections or trying new things."*

**Participation & Community Engagement**

**Direct Program Participation**

| Program | Participants |
|---|---|
| Game On | 102 |
| Healthy Bodies Healthy Minds | 77 |
| Teen Mentoring | 11 |
| Community-Based Mentoring | 12 |
| In-School Mentoring | 4 |
| Kids N Kops | 12 |
| Site-Based Mentoring | 1 |
| Adopt-a-Family | 27 youth / 45 individuals / 11 families |
| Waitlist | 20 |

**Community Awareness & Events**

- Turn the Town Teal: 8 businesses
- 40 Mentors in 40 Days: 10 signs
- Easter BBQ: ~125 attendees
- Community Info & Expo Fair: ~150 attendees
- Festival of Wreaths: 15 wreaths
- Rubber Duck Drop Fundraiser: ~150 attendees
- Interagency meetings: 5

**Volunteer Involvement**

- Community-Based Mentors: 12
- In-School Mentors: 4
- Teen Mentors: 11

- Board Members: 4
- Group Mentoring Volunteers: 4
- Kids N Kops Volunteers: 12
- Adopt-a-Family Volunteers: 6
- Fundraising Volunteers: 17

**Staff Development**

Training included: Developmental Relationships, Mental Health First Aid, Service Delivery, Child Safety, and Brain Story.

**Geographic Area Served**

Blackfalds, Lacombe, Bentley, Eckville, Alix, Clive, and Lacombe County.

*Board members discussed the need for more mentor volunteers*

**IRON RIDGE REPORT**

The Connection Club at Iron Ridge Elementary Campus operated from September 2025 to June 2026, providing daily morning support for at-risk students. The program created a safe, welcoming environment where students could build meaningful relationships with caring adults, develop social-emotional skills, and begin their day with a healthy snack. Research-aligned practices helped foster resilience, emotional regulation, and readiness to learn.

The program served approximately 40 students per day through the breakfast component and reached the broader school population through classroom bins and community education efforts. Staff, parents, and students consistently reported positive outcomes, including improved attendance, smoother morning transitions, and increased student engagement. Teachers observed stronger emotional regulation and improved learning readiness among participating students.

The Connection Club successfully reached its intended population while also supporting additional students who accessed the space as needed. The program strengthened relationships between the school and families, particularly those considered at-risk, and fostered a culture of care and connection within the school community. Partnerships with organizations such as Hope Mission and the Bulldogs hockey team further enriched the program.

Key successes included high breakfast participation (approximately 700 breakfasts per month), improved student regulation, strong staff involvement, and positive parent feedback. Challenges

included unexpected equipment failures and the need to orient new students to program expectations.

Based on evaluation findings, the program was highly effective, and no changes are recommended. The school hopes to continue the program in future years due to its significant impact on student well-being and community connection.

## AG SOCIETY REPORT

Chair Thomas reported she received email from the Light House Project, and the Blackfalds Ag Society was successful in receiving the funding. More details to come after the upcoming Ag Society Meeting. Light House Project/Empowering Minds is an initiative focused on mental health and resources aiming to help rural residents in Alberta.

## FCSS MANAGERS VERBAL UPDATE

A brief discussion regarding the FCSS Social Services Framework Policy was discussed and reviewed. The goal is to provide a Framework that is inclusive, accessible and fosters an environment that builds community capacity, strengthens protective factors, reduces barriers, while also ensuring programs and services align with provincial legislation and community priorities. Name change of policy and brief explanation on the broadness of the policy were discussed.

Still awaiting on finalizing the 2026 budget, expected to be completed end of February. It would be disappointing if there was no funding for a seniors programmer, it is a real need of the aging community.

FCSS Grant applications are accepted until March 20,2026 and applications will be reviewed April 9/26 meeting. FCSS will provide a matrix to score applications. We are still awaiting applications currently. Board will meet again in April to discuss volunteer applications.

Save the date FCSSAA Nov.25-27 2026 in Edmonton.

A brief discussion with the board regarding the Affordable Housing need in Blackfalds.

## ACTION ITEMS

N/A

## VOLUNTEER PROGRAMMER REPORT January 2026

### Volunteer Recognition Planning

- **National Volunteer Week:** April 19–25, 2026.
- **New Combined Event:** FCSS will merge its two annual volunteer events into one large community celebration.
    - **Blackfalds Volunteer Gala:** May 7, 2026 at the Eagle Builders Centre during Youth Week.
    - **Format:** Oscar-themed evening with red carpet, paparazzi, photo ops, light supper, youth performances, and awards for both adults and youth.
    - **Attendance:** Expected to bring together ~400 volunteers, families, and partners.
- **Nominations:** Now open until **March 1** at www.blackfalds.ca/volunteer..
- **Award Selection Committees:**
    - Carol Simpson Volunteer of the Year – Town Council
    - Gloria House Mentor Award – FCSS Board
    - Outstanding Group Awards – FCSS Board
    - Dylan Stork Youth Ambassador Award – Town Council
    - Leaders of Tomorrow – Mayor, FCSS Youth Programmer, FCSS Board Rep
    - Gary Kroetsch Volun-Told Award – FCSS Board Rep, family friend, past recipient
- **Process:** All nominee assessment forms submitted electronically to the Volunteer Programmer.

**Snow Angel Program**

- **21 residents** successfully paired with volunteers.
- **1 resident** currently being matched.
- **1 resident** remains on the waitlist.
- Program continues to see strong community engagement.

**Emergency Social Services (ESS)**

- **Jan 20 – CRESS Meeting:**
    - RCMP presented on mass casualty planning and reviewed St. Albert's 2024 Mass Victimization Exercise.
    - Key takeaways: improved interagency coordination, clearer roles, and the value of hands-on training.
- **Jan 27 – LREMP Debrief:**
    - Reviewed the Nov 19 live exercise.
    - Discussion highlighted that ESS functions more effectively as a **Branch under Operations** rather than its own ICS Section.
    - Reinforced the importance of participating in live exercises for skill development.

**Seniors Programming**

- The Volunteer Programmer continues to act as liaison for the **Blackfalds Seniors Club**, supporting communication and bookings.
- The club has added **four new intergenerational events**.
- The liaison role will continue until a new appointee is selected.

**Volunteer Utilization**

- Volunteers supported programs including **Leaders in Training** and other community events.

**Ongoing Initiatives**

**1. Upcoming Volunteer Opportunities**

- Snow Angel Program (ongoing through winter)
- **Winterfest – February 16**
- **Easter Egg-stravaganza – March 2**

**COMMUNITY ENGAGMENT PROGRAMMER REPORT** **January 2026**

**Social Media Reach**

- **Facebook:** 1,662 followers
- **Instagram:** 213 followers

**Christmas Bureau – Final Report**

- **Total individuals supported:** 376
  - 227 children
  - 103 women
  - 46 men
- **Hampers distributed:** 126
  - 103 family hampers
  - 23 single/senior hampers

**Community Volunteer Income Tax Program**

- Re-applied to be a 2026 host site.
- Re-applied for 2006 EFILE numbers and passwords.
- Re-submitted 2025 COIN application.
- Began 2026 training.

**Interagency Meeting – January 7**

- Held at the Eagle Builders Centre.
- **27 attendees** representing **20 organizations**.

"Hot Seat" spotlight: **Blackfalds BGC**, showcasing their programs and contributions to the community.

**50+ Walk & Talk Club**

- **Average weekly walkers:** 32 (up 10 from December)
- **Unique walkers in January:** 53
- **Age representation:** 6 regular walkers are 75+
- **Where participants live:**
  - 68% Town of Blackfalds
  - 11% City of Lacombe
  - 21% Lacombe County
- 
- Group officially renamed **50+ Walk & Talk Club** to reflect its social, connection-focused atmosphere. Activities and conversations continue to build belonging and wellness.

**More Than a Movie**

- **27 attendees** watched *Far and Away*.
- Attendance breakdown:
  - 24 from Blackfalds
  - 1 from Lacombe
  - 2 from Lacombe County
- The film sparked rich storytelling and shared memories, strengthening social connection and community bonding.

**In-Office Support**

- Assisted one local senior with creating sign-in sheets, prize table materials, and game rules (typing and document support).

**Abbey Centre Membership Assistance Program**

- **1 application approved**, providing access for:
  - 1 adult
  - 3 children
- Pass valid for a two-month period.

**External Collaboration**

- Supporting **Red Deer Polytechnic's Seniors Research Study** on technology use among older adults.
  - Hosted the research assistant at *More Than a Movie*.
  - Providing boardroom space for in-person interviews.

**ONGOING INITIATIVES:**
**Blackfalds FCSS Facebook Page:** 1628 followers December
**Blackfalds Instagram Page:** 214 followers in December
**Abbey Centre Membership Assistance Program:**

**YOUTH PROGRAMMER REPORT** **January 2026**

**Blackfalds Youth Crew (BYC)**

BYC continues to support youth in building friendships, leadership, and confidence through safe, engaging activities. Each session accommodates up to 15 participants.

**Program Attendance**

| Activity | Gr. 4–6 | Gr. 7–12 | Homeschool | Total |
|---|---|---|---|---|
| Sledding & Hot Cocoa | 12 | 3 | 9 | 24 |
| Beat the Winter Blues | 15 | 5 | 11 | 31 |
| Fondue & Friends (Gr. 7+) | 15 | 8 | 13 | 36 |
| **Total Youth Registered in January** | | | | **91** |

*Note: One BYC week was cancelled due to facilitator illness.*

**Child Safe Canada – Home Alone Safety Course**

- **Instructor:** Annette
- **Date:** January 30, 2:00–4:00 PM
- **Participants:** 15 (full)
- **Waitlist:** 10
- Monthly safety training for youth in Grades 4–6 continues to be in high demand.

**Youth Cooking Club**

- **Grades:** 5–7
- **Dates:** January 21–March 18 (no class Feb 14)
- **Time:** 5:00–7:15 PM
- **Registered:** 10 (full)
- **Waitlist:** 10
- Program remains at maximum capacity.

**Leaders in Training (LiT)**

- Youth volunteers are actively supporting BYC programs and demonstrating strong leadership, initiative, and teamwork.
- Participants received **new program T-shirts**, helping them stand out as ambassadors and role models.

*Board members had questions on duplication of programs and wanted to know who all focuses on inclusion and equality. Talks about a possible revamp for the Grade 7-12 age group.*

**Youth Programmer Initiatives**

**Positive Ticketing Program**

- Constable Hewitt continues distributing Positive Tickets to youth demonstrating positive or improved behaviour.
- Tickets remain popular due to the **Slurpee reward** redeemable at Blackfalds Convenience Store.

**Spring & Summer Program Planning**

- Work is underway to finalize program outlines and logistics for the upcoming seasons.
- All content is being prepared for the **Community Guide release in March 2026**

**Monthly Newsletters in January**

**Vibrant Living 50+** 271 sends with an open rate of 71%
**Interagency** 142 sends and an open rate of 55%
**Beyond Lunchbox Program** 285 sends with an open rate of 53%
**Volunteer Newsletter** 301 sends with an open rate of 51%
**In-person visits & Calls to FCSS** 148

The Blackfalds & District Family & Community Support Services Board Meeting ended at 8:52 p.m.

Dena Thomas, Chair

Erin Dahl, Admin Staff

BLACKFALDS
ALBERTA

**TOWN OF BLACKFALDS**
**MUNICIPAL PLANNING COMMISSION**
Civic Cultural Center – 5018 Waghorn Street
Thursday, February 19, 2026, at 6:00 p.m.

# MINUTES

## MEMBERS PRESENT

Jim Sands – Chairperson, Town of Blackfalds Councillor
Ryan Brown – Vice Chairperson, Town of Blackfalds Councillor
Shane Hanson – Town of Blackfalds Councillor
Jennifer Kirk – Member at Large

## OTHERS ATTENDING

Billie Scott, Development Officer II
Jolene Tejkl, Planning and Development Manager
Ashley Laturnus
Chris Laturnus

## REGRETS

Alex Garcia - Member at Large

## WELCOME AND CALL TO ORDER

Chairperson Sands welcomed all attending and called the Municipal Planning Commission Meeting to order at 6:00 p.m.

## APPROVAL OF AGENDA

**4/26** Member Hanson moved that the Municipal Planning Commission approve the agenda as presented.

**CARRIED UNANIMOUSLY**

## TREATY SIX LAND ACKNOWLEDGEMENT

Chairperson Sands read the Land Acknowledgement to recognize that the Town of Blackfalds is on Treaty Six territory.

## BUSINESS

### Approval of Minutes

**5/26** Member Kirk moved that the Municipal Planning Commission approve the Minutes from January 15,2026 as presented.

**CARRIED UNANIMOUSLY**

### Application 8-26 – Recreation Facility, Indoor
**5302 Vista Trail, Unit 210 (Lot 65, Block 4, Plan 172 2897)**

Administration provided background information on the proposed development.

After some discussion, the following motion was put forward:

**6/26** Moved by Member Hanson that the Municipal Planning Commission approve the application for Recreational Facility, Indoor as presented in Development Permit 8-26, located at 5302 Vista Trail, Unit 210 (Lot 65, Block 4, Plan 172 2897), subject to the following conditions being met to the satisfaction of the Development Officer:

### CONDITIONS

1. Development must commence within one (1) calendar year of the issuance of the Development Permit. Failure to commence development within the one (1) year will cause this Development Permit to expire.

### General Development Conditions

2. The proposed development shall be undertaken and completed in accordance with the approved plans.

3. Unless specifically exempted from the requirements to obtain a Development Permit, all signs, including relocation, enlargement, or modification to a sign, require a separate development permit.

***NOTES***

1. *Prior to occupancy a fire inspection must be completed by the Town of Blackfalds Fire Department. Please call 403.885.4144 to schedule an inspection time.*

2. *The yellow Development Permit card must be displayed during the duration of development*

3. *Final approval **may** be required from Alberta Health Services (AHS) prior to operation of the approved use. Contact Alberta Health Services for more information. Please forward a copy of approval to the Town of Blackfalds Planning & Development Department, if applicable.*

4. *This permit indicates that only the development to which it relates is authorized, with the provisions of the Land Use Bylaw and in no way relieves or excuses the applicant from complying with the Land Use Bylaw or any other Bylaw, orders, policies, easements, covenants, conservation agreements, development agreements, provincial or federal statutes or regulations affecting such development.*

5. *The Development Authority may, in accordance with the Land Use Bylaw in force and Part 17 of the Municipal Government Act (MGA), take such actions as necessary to ensure that the provisions are complied with.*

6. *Each construction site shall have a waste container to ensure that waste construction materials are placed in the container to prevent the material from being blown away from the construction site. No loose construction material is to be stored or accumulated on a construction site unless it is not capable of being blown around.*

7. *The Town of Blackfalds now requires that a dual check valve for backflow prevention be installed for all residential and/or commercial properties.*

**CARRIED UNANIMOUSLY**

## ADJOURNMENT

Chairperson Sands adjourned the Municipal Planning Commission Meeting at 6:08 p.m.

Jim Sands, Chairperson

/dr: Billie Scott, Recording Secretary/Development Officer II

LACOMBE COUNTY

SUCCESS GROWS HERE!

# HIGHLIGHTS OF THE REGULAR COUNCIL MEETING
# APRIL 9, 2026

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## PUBLIC HEARING BYLAW NO. 1456/26

A public hearing was held for Bylaw No. 1456/26, a bylaw of Lacombe County to rescind Bylaw 1309/19, the Ponoka County/Lacombe County Intermunicipal Development Plan.

Following the public hearing, Bylaw No. 1456/26 was given second and third reading and so passed.

## PUBLIC HEARING BYLAW NOS. 1453/26 AND 1454/26

A public hearing was held for Bylaw Nos. 1453/26 and 1454/26. Bylaw No. 1453/26 is a bylaw of Lacombe County for the purpose of amending the Municipal Development Plan. Bylaw No. 1454/26 is a bylaw of Lacombe County for the purpose of amending the Land Use Bylaw.

Amendments made to the Municipal Development Plan and to the Land Use Bylaw include:

- Prohibiting new or expanded confined feeding operations shall be permitted less than 1.6 kilometres (1 mile) from the boundary of Chain Lakes, Gabriel Lake, Gadsby Lake, and Spotted Lakes.
- Removing ‘recovery centre on W ½ Pt. SW 16-39-01-W5M’ as a discretionary use in the Agricultural ‘A’ District.
- Permitting two off-road vehicle units per condo unit in the Recreational Vehicle Resort ‘R-RVR’ District.
- Increasing maximum height of accessory buildings in country and lakeshore residential districts from 20 ft (6.10 m) to 24 ft (7.32 m).

Following the public hearing, Bylaw Nos. 1453/26 and 1454/26 were given second and third reading and so passed.

## CITY OF LACOMBE 2026 RC(1) RECREATION CAPITAL FUNDING REQUESTS

Council approved $228,056 in funding to the City of Lacombe for 2026 recreation capital projects, including:

- Upgrade projects at the Kinsmen Aquatic Centre
- Upgrades at the Gary Moe Auto Sportsplex Arenas
- Upgrades to the Lacombe Curling Club Facility
- Upgrades to the Lacombe Centre
- Repairs to the Soccer Fields at NW Recreation Area (Woodland Drive)
- Repairs to the Lacombe Skateboard Park

The funding will come from the County’s Recreation Capital Assistance Reserve.

Council also approved $62,500 toward the City of Lacombe’s Columbarium expansion at the Lacombe Fairview Cemetery. The funding will come from the County’s Cemetery Capital Reserve.

LACOMBE COUNTY

SUCCESS GROWS HERE!

## 2026 TAX YEAR COMMUNITY ORGANIZATION PROPERTY TAX EXEMPTION RECOMMENDATIONS & REQUEST FOR DECISION

Council authorized the County Manager to approve Sylvan Lake Lutheran Bible Camp Association (Camp Kuriakos) and David Thompson Snow Riders Club as exempt from taxation under the Community Organization Property Tax Exemption Regulation with a 2-year waiver of application for property tax exemption.

Council approved that the Birch Bay Boat Club, Central Alberta Sailing Club and Stanton Community Centre continue to be exempt from taxation by municipal bylaw.

## PLANNING SERVICES UPDATE

Council received the Planning Services Department activity update for March 2026.

## TAX RATE BYLAW

Council approved first reading to Bylaw No. 1459/26, a bylaw to authorize the rates of taxation to be levied against assessable property within Lacombe County for the 2026 taxation year.

## NATURAL GAS FRANCHISE FEE AGREEMENT – HAMLET OF MIRROR BYLAW

Council approved first reading to Bylaw No. 1458/26, the *Hamlet of Mirror Natural Gas Franchise Bylaw*, which authorizes the Reeve and County Manager to execute a franchise agreement with ATCO Gas and Pipelines Ltd., and to grant the company the authority to supply natural gas to customers within the Hamlet of Mirror.

**Next Regular Council Meeting is**
**April 23, 2026 – 9:00 a.m.**

**Next Committee of the Whole Meeting is**
**June 2, 2026 – 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.**

# Council Highlights

**Monday, April 13th, 2026 Regular Meeting of Council**

Council Highlights briefly outlines the decisions made by City of Lacombe Council. Residents, businesses, and stakeholders are encouraged to stay informed about Council news. Council Meetings are live-streamed on the City's YouTube channel. Official Minutes are posted at www.lacombe.ca

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Strong Roots. Fresh Perspective.

## Quick Headlines:

**Public Hearings & Decision**

**CPKC Rail Crossing Budget Increase**

**Fire Station Land Profiles**

## Presentations to Council

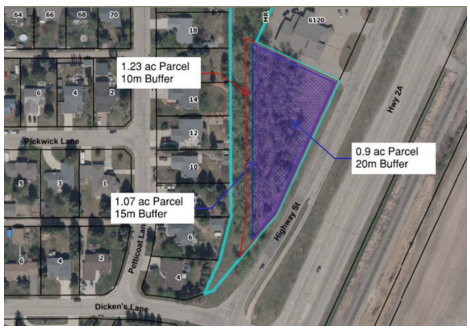
### Lacombe Flying Club

Representatives from the Lacombe Flying Club provided an update to Council regarding their operations and activities at the Lacombe Regional Airport. The presentation offered financial and background information and highlighted the club's role within the local aviation community.

### Affordable Housing Steering Committee

Council received a presentation from the Affordable Housing Steering Committee, which provided an overview of the committee's work in 2025 and priorities for 2026. The committee outlined its role in advising Council on housing affordability, updating local housing data, exploring grant opportunities, and supporting partnerships to improve access to affordable and attainable housing in Lacombe.

## Public Hearings & Decision: Municipal Reserve and Rezoning




Council held back-to-back public hearings to consider the proposed removal of the Municipal Reserve (MR) designation and a related Land Use Bylaw amendment (Bylaw 400.77) affecting a portion of land located at Lot 24MR, Block 3, Plan 182 0543.

Many community members attended the meeting, with residents sharing feedback and concerns during the hearings.

The proposals would have removed the Municipal Reserve designation from approximately 1.07 acres of land and changed the land use from Greenspace (GS) to Highway Commercial (C4). The intent was to align the parcel with surrounding commercial zoning along Highway 2A and allow for potential future subdivision and sale, while retaining a buffer of Municipal Reserve land between the site and adjacent residential properties.

Following the public hearings and Council deliberation, Council defeated both motions:

- The motion to remove the Municipal Reserve designation
- Second reading of Bylaw 400.77

As a result, the land will remain as Municipal Reserve and Greenspace, and no changes will be made to its current zoning at this time.

# More from the Meeting

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## CPKC Rail Crossing Budget Increase

Council reviewed a request to increase the 2026 capital budget by $40,600 to cover cost overruns associated with the CPKC rail crossing rehabilitation at 50th Avenue (Highway 12). The work was completed in late 2025 to meet federal safety regulations. The City is responsible for 52% of the total project cost under a long-standing agreement, and the funding increase would be drawn from the Roads Reserve. Council voted to request an itemized breakdown of the additional costs from CPKC.

## FCM Resolution – Federal Agricultural Research Centre Closures

Council reviewed and approved a proposed joint emergent resolution to the Federation of Canadian Municipalities (FCM) opposing the federal government's proposal to close several agricultural research centres, including the Lacombe Research and Development Centre. The resolution urges the federal government to reverse the closures and work with municipalities and stakeholders to protect nationally significant agricultural research and long-term datasets.

## Public Engagement & Events Plan

Council considered endorsement of the 2026 Council Public Engagement & Events Base Plan, which outlines planned opportunities for Council members to engage with residents throughout the year. The plan includes events such as the Chamber of Commerce Tradeshow, Mayor for a Day, Farmer's Markets, and ongoing Council Highlights communications. Council may also suggest additional engagement opportunities following Strategic Planning. If you are hosting a community event and would like to invite Mayor and/or Council, fill out the following form: https://www.lacombe.ca/543/Invite-Council

## Fire Station Land Profiles

Continuing the process to identify a suitable location for a new Fire Station, Council received the Land Profile Reports for the three potential Fire Station locations requested during the February 23rd, 2026 meeting:

- 6005 50 Avenue (Lower Michener)
- 4410 Woodland Drive (Ball Diamonds)
- 3910 63 Avenue (North Airport lands)

The report outlines site characteristics, utilities, estimated costs, planning considerations, and emergency response implications for each location. Council directed Administration to gather public feedback at the 2026 Lacombe & District Chamber of Commerce Tradeshow and Marketplace, with a summary of comments to be brought back to Council in May 2026. Come and visit your Mayor, Council and Senior City Staff this weekend at the Tradeshow. Friday, April 17th, from, 2:00 p.m. to 8:00 p.m., and Saturday, April 18th, from 10:00 a.m. - 4:00 p.m. to submit your feedback.

We will have the Fire Station Land Profiles and Darkhorse Emergency Mock Deployments video available for viewing

# More from the Meeting

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## Notices of Motion

**Provincial Income Support Programs**

Council approved a notice of a motion requesting the Mayor write to the Government of Alberta advocating for a pause and consultation process related to recent changes to the Assured Income for the Severely Handicapped (AISH) program and the Alberta Disabilities Assistance Program.

**Family and Community Support Services Funding**

Council passed a second notice of motion requesting the Mayor write to the Government of Alberta expressing disappointment with status quo funding for Family and Community Support Services (FCSS) in the provincial budget.

## Additional City News

**Year In Review:** Council approved the 2025 Year in Review document for public release. Printed copies will be available at this weekend's Lacombe & District Chamber of Commerce Tradeshow, and on our website. Click here to check it out!

**Donation of Goods and Land Policy:** Council approved the proposed new policy Donation of Goods and Land to the City of Lacombe Policy 13.463.01 2026PO.

**Committee, Board and Commission Reports:** Council received reports and meeting minutes from the Lacombe Foundation and the Lacombe Police Commission. These reports provide updates on governance matters, operational activities, and ongoing initiatives, and are received for information to support Council's oversight role.

## Upcoming Council Meetings

- **Monday, April 27th, 2026, at 5:30 p.m. Public Hearing Bylaw 400.78 (Municipal Heritage Inventory) 6:00 p.m.**
- **Monday, May 11th, 2026, at 5:30 p.m.**
- **Monday, May 25th, 2026, at 5:30 p.m.**

## Your City Council



Mayor Hibbs | Councillor Contenti | Councillor de Bresser | Councillor Dykslag | Councillor Goings | Councillor Proud | Councillor Span

Central Alberta Economic Partnership

# Year-In-Review: 2025 - 2026

**March 31, 2026**

# About CAEP

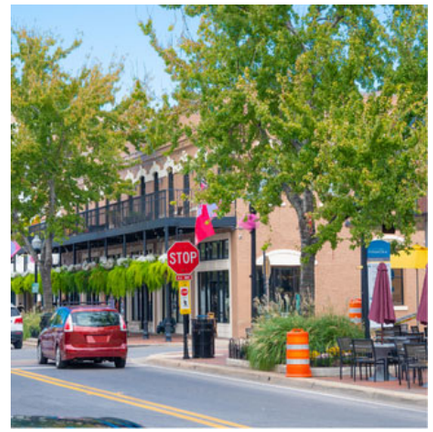
**Central Alberta Economic Partnership (CAEP)** is a regional economic development organization whose mission is to **strengthen and grow the economy across Central Alberta**. Originally created by the Government of Alberta, we are now an independent, not-for-profit organization that brings together communities, industry, and local businesses to align priorities, attract investment, and support economic growth—because we know we're stronger and more competitive when we work collectively rather than individually. We are:

- **A catalyst** for regional competitiveness, investment readiness and attraction
- **Industry connectors** – improving industry awareness - leading to better opportunities
- An "Arms Length" Part 9 Corporation with 30+ municipal and industry members representing 300,000 Central Albertans, 175 Elected officials and the region's 25,000 businesses.
- Powered by a dedicated Board of Directors and Industry partners.
- We amplify wins and build relationships—through member engagement, events, project sponsorship and creating a better understanding of economic development, **supporting all of our communities**.

# The Evolution of CAEP

- **1998** – CAEP is founded when a regional committee approaches the Government of Alberta (GOA) for funding. CAEP is funded as a "Part 9," not-for-profit organization under the Municipal Government Act.
- **2004** – CAEP has 4 GOA staff, offices in the Red Deer Provincial Building and 40 member municipalities. **CAEP's budget is $1 million+ per year**.
- **2016** – The GOA changes its funding model and no longer provides staff for CAEP operations. CAEP hires its own Executive Director, who becomes CAEP's only full-time staff person.
- **2016 – 2025** – CAEP's membership model holds per capita membership fees to minimal year-over-year increases, straining service capacity; the GOA announces it will end CAEP's funding in March 2027.
- **Today –** CAEP is actively redefining its role as a catalyst for economic development in Central Alberta, helmed by Paul Salvatore, Executive Director and Marta Bristow, Director of Strategic Initiatives.





# Your CAEP Team



**Paul Salvatore, Executive Director (full time role)**

Phone: 587-4474-2237
Email: psalvatore@investcentralalberta.ca

As the leader of a membership organization, Paul's main focus is **building and strengthening CAEP's membership, regional partnerships, and government relations**

He is also responsible for overseeing CAEP Operations:

- Administration and Finance functions
- Marketing and Communications
- Membership Management and Development
- Project Development and Implementation



**Marta Bristow, Director of Strategic Initiatives (0.25 role / approx. 10 hrs per wk)**

Phone: 403-837-2190
Email: mbristow@investcentralalberta.ca

Marta's role involves helping to manage CAEP Operations, and leading special initiatives, e.g. grants, projects, courses and workshops, meetings and events.

# CAEP's Board of Directors

CAEP is overseen by a dedicated volunteer Board of Directors elected by CAEP members. Board meetings are held regularly throughout the year. Positions are three-year terms, with elections held annually at our Fall General Meeting to fill vacant positions (terms are staggered, to avoid a complete turnover of board members). CAEP's Board Members are:

Jean Barclay – Chair
Town of Innisfail

Barry Kletke – Vice-Chair
Town of Trochu

Bob Murray – Secretary
Town of Didsbury

Lee Girard – Treasurer
Red Deer County

Chad Krahn
City of Red Deer

Jordon Northcott
Clearwater County

Justin Sinclair
Town of Rocky Mountain House

Neil Young
Village of Beiseker

Brenda Knight
Lacombe County

Ben Allan *(Associate Member Rep)*
Red Deer Polytechnic

Leonard Standingontheroad
Montana Nation

Amy Merrill *(Business Rep)*
Kneehill County

Kevin Stalker *(Business Rep)*
Town of Rocky Mountain House

# CAEP Strategic Plan 2025-2027

In February 2025, CAEP created a 2025 - 2027 Strategic Plan. At the heart of the strategy is CAEP's mission: **Empowering Investment Attraction in Central Alberta.**

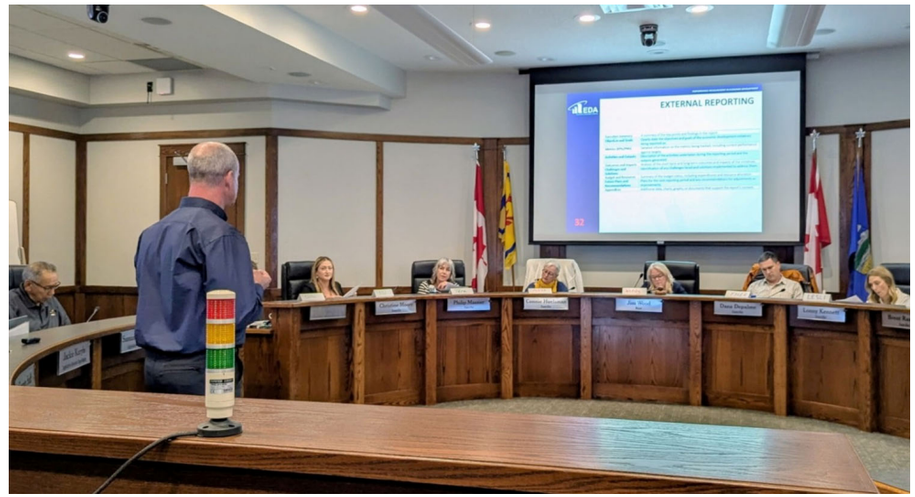
We do this by:

- Providing **access to Economic Development expertise**
- Creating investor-focused **community economic profiles and data**
- Delivering **projects to advance regional economic development**
- Offering strategic **training and development** activities and timely **member communications**
- Developing and implementing a **government relations strategy**
- **Building and expanding relationships** with regional partners
- Providing **networking opportunities** through member events

At the 2026 Spring Annual General Meeting, **CAEP will unveil a new 3-Year Business Plan.** This new plan will build on the work accomplished over the past two years and set a bold new direction for regional economic development in Central Alberta.

# A Look Back at 2025 - 2026










# Key Projects and Events Delivered in 2025 - 2026

**Site Link Forum Event: September 3-5, 2025**



CAEP hosted the SiteLink Forum Event in Red Deer County on September 3 – 5, 2025. The event was a valuable opportunity to hear from international site selectors and connect with leaders in economic development, construction, architecture, engineering, and real estate to network, gather insights, and share expertise.

Highlights from the event included:

- Presentations and networking with 8 international site selectors, with expert advice on how to position the region for investment opportunities
- Complimentary registrations for CAEP member communities
- Exclusive dinner for CAEP members with the site selectors
- Expert speakers offering insights on regional competitive advantages
- Showcase tour of the CAEP region for the visiting site selectors



# Key Projects and Events Delivered in 2025 – 2026 (cont.)




**Community Investment Readiness Profiles**

CAEP partnered with the Northern and Regional Economic Development (NRED) Program to commission Community Profiles for 10 CAEP member communities. These profiles support economic development efforts, build a common understanding of local economic development and community assets, improve overall investment readiness, and help members respond to investment inquiries. This project also included a Central Alberta Regional Profile that covers the full CAEP region, now on CAEP's website.



**Strategic Advocacy: The Connections Corridor Pre-Feasibility Study Update**

CAEP and other regional partners commissioned an updated pre-feasibility study for the proposed "Howse Pass Corridor." This corridor is a road that would create a more direct transportation route between BC and central Alberta, running from Highway 1, just north of Golden BC, to Saskatchewan River Crossing in Alberta. This study update was initiated by CAEP's Transportation and Logistics committee, chaired by Ian Oostindie, and was completed in February 2026. The final report will provide the basis for future feasibility studies and discussions.

# Projects and Events Delivered in 2025 – 2026 (cont.)

**Economic Development Training and Courses**

CAEP partnered with the Economic Developers of Alberta (EDA) Institute to deliver four economic development courses in 2025 – 2026. CAEP members received free registration to all courses:

Business Retention and Expansion
May 26, 2025, Olds

Performance Measurement in Economic Development
June 27, 2025, Red Deer County

Establishing the Foundation
March 24, 2026, Red Deer

Fundamentals of Rural Economic Development
April 29, 2026, Blackfalds

**The Secret Sauce: Economic Development for Elected Officials Workshop**

CAEP developed a 1.5-hour workshop for elected officials to expand their understanding of how their decisions can help shape community growth and make a measurable impact. This session unpacks what actually moves the needle on economic development: aligning council priorities, streamlining permitting, packaging serviced land, and building investor confidence through clear, consistent data. Participants learn the "secret sauce" behind successful local economic growth—and how opportunities can lead to tangible investment with the support of CAEP and our regional partners. **This workshop was launched at the Fall 2025 Fall General Meeting and is delivered to CAEP members upon request.**

# Projects and Events Delivered in 2025 – 2026 (cont.):

**Launch of Team Central Alberta**

At the Fall 2025 General Meeting, CAEP launched **Team Central Alberta**, an exciting new initiative to engage regional businesses and industries in working together to drive growth in key sectors. These include: transportation and logistics, agri-food and ag-tech, energy, carbon capture and storage, advanced manufacturing, and digital infrastructure. Team Central Alberta benefits include:

- Accelerated access to decision-makers, regional data, and support from the Team Central Alberta network and municipal leaders.
- Elevated exposure and profile through CAEP event sponsorships and promotional activities.
- Thought leadership opportunities such as speaking engagements and lunch and learn events.
- Invitations to networking events structured to strengthen regional connections.
- A seat at the table for developing regional economic policies that support certainty and success.
- Opportunities to participate in trade missions.

Team Central Alberta will take off more fully in the upcoming year, with numerous projects planned (details on the following pages).

# What to Expect in 2026 - 2027…



# New Initiatives for 2026 - 2027

Here are some of the many projects and initiatives CAEP has planned for 2026-2027. More details will be presented at the Spring General Meeting on May 8, 2026.

- Continued expansion of **Team Central Alberta**
  - Paul will work with regional partners to build the Team Central Alberta network, including local businesses, large companies, industry associations, post-secondary institutions and innovators—all of whom are committed to investment, job creation and productivity.
- A new **Economic Data Portal** with clear, consistent and current data for CAEP members
  - **Every CAEP municipal member will have a dedicated community dashboard of key economic data** to support economic development efforts, improve overall investment readiness, and help members respond to investment inquiries.
- **Regional Land Development and Investment Attraction Strategy** for Central Alberta
  - Phase 1: series of workshops to develop 3 aspects of the strategy:
    - Identifying investment-ready sites
    - Opportunities and trends in commercial real estate
    - Creating conditions for affordable housing

# New Initiatives for 2026 – 2027 (cont.)

- Strategic advocacy and international market development
- Economic development workshops and other events
  - Continue delivering the **Secret Sauce: Economic Development for Elected Officials** session
  - New EDA workshops; Lunch and Learns with regional industry partners
- CAEP Members-only Website Portal with economic development tools and resources
- Development of a digital marketing plan to enhance CAEP communications through website, newsletter, social media and other channels
- Completion of an MOU with Red Deer Polytechnic

**Other focus areas:**

- **Government Relations:** Continue building and strengthening relationships with federal, provincial and municipal governments
- **Modernizing CAEP's Articles of Association** (revisions will be presented to CAEP members for a vote at the Spring 2026 AGM)

# CAEP Members 2026 Meeting Schedule



**2026 Spring Annual General Meeting**
**Friday, May 8, 2026**

Wolf Creek Golf Resort, Ponoka

For more details and to register, visit:
www.investcentralalberta.ca/event-list



**2026 Fall General Meeting**
**Wednesday, November 18, 2026**

Lacombe Golf and Country Club, Lacombe

SAVE THE DATE!
Registration will open closer to the event.

# Contact Us



**Paul Salvatore, Executive Director**

Phone: 587-447-2237
Email: psalvatore@investcentralalberta.ca



**Marta Bristow, Director of Strategic Initiatives**

Phone: 403-837-2190
Email: mbristow@investcentralalberta.ca

**Please reach out to us any time. We'd love to hear from you!**

Central Alberta Economic Partnership

**Empowering Investment Attraction in Central Alberta**



# Thank you for your support!

**www.investcentralalberta.ca**

**MEETING DATE:** April 28, 2026

**PRESENTED BY:** Mayor Laura Svab

**SUBJECT:** **BMHA U11 Team 3 Congratulations**

## BACKGROUND

Mayor Svab will formally recognize the U11 Team 3 for their gold-medal achievement at a hockey tournament held in Mill Woods.

## APPROVALS

Kim Isaak,
Chief Administrative Officer

**MEETING DATE:** April 28, 2026

**PRESENTED BY:** Sheila Giffin and Theressa Franko

**SUBJECT:** Policing Committee - Chair & Vice Chair Yearly Report

## BACKGROUND

Sheila Giffin (Chair) and Theressa Franko (Vice Chair) of the Policing Committee will present the Committee's 2025 Yearly Report.

## ADMINISTRATIVE RECOMMENDATION

That Council consider the following motion:

1. That Council accept the 2025 Policing Committee - Chair & Vice Chair Yearly Report, as information.

## ATTACHMENTS

- *Police Committee 2025 Review*
- *Blackfalds Policing Committee Info Pamphlet*
- *Bylaw 1346.25 - Municipal Policing Committee Bylaw*
- *Draft Policing Committee Policy and Procedure Manual*

## APPROVALS

Kim Isaak,
Chief Administrative Officer

**BLACKFALDS POLICING COMMITTEE**

**2025 EXECUTIVE SUMMARY**

Throughout 2025, the Town of Blackfalds Policing Committee remained focused on strengthening governance, enhancing community safety, and supporting collaborative policing initiatives. Committee meetings prioritized oversight, operational updates from enforcement partners, policy development, and proactive community engagement.

The Committee reviewed and advanced updates to its bylaw and policies, including establishing term limits of three terms (nine years) for members and implementing mandatory Enhanced Security Clearances in accordance with provincial requirements. Ongoing training opportunities for members were also discussed to support effective governance.

A key communications milestone was the development and approval of a community-facing trifold brochure outlining the Committee's mission, values, and role. An email address was established to improve accessibility for residents wishing to raise concerns, with further work underway to formalize response protocols.

Regular reports from the RCMP highlighted stable policing resources targeted enforcement initiatives, and a crime trend showing a slight year-to-date increase but an overall reduction of approximately 30% over a five-year period. Emerging priorities included addressing domestic violence, preparing for increased homelessness pressures, and maintaining proactive investigative projects.

Community Peace Officers reported strong enforcement activity alongside expanded public engagement through school programs, trail patrols, community events, and restorative justice initiatives. Continued emphasis was placed on traffic safety, bylaw compliance, and planning for future staffing needs aligned with community growth.

Traffic and infrastructure safety remained a recurring theme. The Committee reviewed ongoing concerns at key intersections such as Womacks Road and Broadway Avenue, explored potential speed reductions, and monitored improvements including the installation of a lighted crosswalk at Vista Trail. Anticipated development impacts on Eastpointe Drive and Aspen Lakes Boulevard were also identified for future planning.

Additional strategic discussion included participation in the upcoming AAPG Conference, completion of provincial training modules, recruitment of a youth member to encourage civic engagement, and collaboration with community partners such as the Optimist Club to support a bicycle refurbishment program.

The Committee also recognized members contributions, formally accepting the resignation of a long-serving member and acknowledging their service to the community.

Overall, the Committee demonstrated a strong commitment to transparent governance, community partnership, and forward-looking safety planning, positioning the Town of Blackfalds to respond effectively to evolving policing needs while fostering public trust and engagement.

# POLICE COMMITTEE MEETINGS

The Blackfalds Police Committee meets four (4) times per year, with their regular meetings scheduled on the second Wednesday of March, June, September and December.

**If you have a concern, or wish to attend our meetings to present to committee,**

please call 403-885-6351 or

policingcommitee@blackfalds.ca

# CONTACT US

**Community Peace Officers and Animal Control**

**403.885.0020 or you may submit a complaint form through the Town of Blackfalds website:**

https://www.blackfalds.ca/p/peace-officers

**Non-Emergency Complaints**
**RCMP – 310-RCMP (7267)**
**Emergencies**
**911**

"COMING TOGETHER IS A BEGINNING. KEEPING TOGETHER IS PROGRESS. WORKING TOGETHER IS SUCCESS!"

*(Henry Ford)*

BLACKFALDS ALBERTA

# BLACKFALDS POLICING COMMITTEE

**Working together to foster community safety through accountability and independent oversight.**

1. The Policing Committee is in place to provide oversight of the municipality's local police – the RCMP – as described in Section 23(14) of the Police Act.

2. Is made up of residents and volunteers appointed by Town Council for two- or three-year terms.

3. Represents community interests and concerns on policing and public safety issues through open dialogue, good communication and collaboration.

4. Acts as an important liaison among Town Council, the RCMP Detachment and residents to foster responsible community actions toward the creation of a safe and secure community.

5. Fosters open and respectful relationships where policing priorities and goals can be determined and met without undue Political interference.

6. Assists in identifying local policing issues, emerging crime trends and community safety initiatives.

7. Supports initiatives related to crime prevention, reduction and community safety.

## VALUES

**RESPECT** – We respect our people and the community we serve

**ACCOUNTABILITY** – We are accountable to each other and those we serve

**HONESTY** – We are forthright, direct and honest with our community and ourselves

**INTEGRITY** – We conduct ourselves in an ethical manner, maintaining confidentiality, trust and objectivity

**Questions/Concerns**

Phone: 403-885-6351
Email:
policingcommittee@blackfalds.ca

BLACKFALDS
ALBERTA

## MISSION STATEMENT

Our Mission Statement for the Blackfalds Policing Committee is to work in partnership with the citizens to ensure transparent, effective, and responsive policing throughout the community

**BEING A BYLAW OF THE TOWN OF BLACKFALDS IN THE PROVINCE OF ALBERTA TO ESTABLISH A MUNICIPAL POLICING COMMITTEE**

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 establishing a Municipal Policing Committee.

**WHEREAS**, the *Municipal Government Act,* RSA 2000, c.M-26 and regulations as amended, provide that Council may pass bylaws in relation to services provided by or on behalf of the municipality.

**WHEREAS**, the *Police Act,* RSA 2000, c-P-17 and regulations as amended, provide that a municipality which has entered into an Agreement with the Government of Canada for the provision of police services through the Royal Canadian Mounted Police, may by Bylaw, establish a Municipal Policing Committee

**WHEREAS**, the Council of the Town of Blackfalds, in the Province of Alberta, deems it advisable to establish a Municipal Policing Committee to advise them of policing matters.

**WHEREAS**, the Council, by the Bylaw, shall prescribe the rules and regulations governing proceedings and meetings of the Committee.

**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 "**Municipal Policing Committee Bylaw**".

## PART 2 – DEFINITIONS

2.1 In this Bylaw:

a) "**Act**" means the *Police Act*, RSA 2000, c P-17 and regulations thereto.

b) "**Agreement**" means the agreement between the municipality, the Town, and the Government of Canada for the provision of police services for the municipality.

c) "**Bylaw**" means the Police Committee Bylaw, as amended from time to time.

d) "**Chair**" means the individual elected to preside over meetings, as per

e) "**Chief Administrative Officer**" means the individual appointed by Council to the position as per the *Municipal Government Act.*

f) "**Chief Elected Official**" means the Mayor of the Town of Blackfalds.

g) "**Committee**" means the Blackfalds Municipal Policing Committee.

h) "**Council**" means the duly elected Council of the Town of Blackfalds and includes the Mayor and all Councillors.

i) "**Member**" means a person appointed to the Policing Committee pursuant to the Policing Committee Bylaw.

j) "**Minister**" means the Minister of Public Safety and Emergency Services of the Province of Alberta.

k) "**Officer in Charge**" means the Officer in charge of the local RCMP detachment in Blackfalds.

l) "**RCMP**" means the Royal Canadian Mounted Police or any member of that police service as the case may require.

m) "**Town**" means the Town of Blackfalds.

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## PART 3 - DUTIES AND RESPONSIBILITIES

3.1 The overall objective of the Policing Committee is to act as a liaison between the Town Council, the RCMP detachment, Municipal Enforcement and the citizens of Blackfalds, fostering responsible community action towards the creation of a safe, secure community. The Committee shall endeavour to do this by encouraging an environment which allows for public concerns to be addressed by all affected parties. The Policing Committee shall have the following duties:

3.2 Representing the interests and concerns of the public and Council to the Officer in Charge.

3.3 In consultation with the Officer in Charge, develop a yearly plan of priorities and strategies for municipal policing and advise Council on the annual RCMP Goals and Priorities.

3.4 Assisting in the selection of the Officer in Charge.

3.5 Support the RCMP in integrated community safety planning.

3.6 Make recommendations to Council relating to policing matters or relevant community issues on its own initiative or upon request of Council.

3.7 Report annually or on request to the Minister on the implementation of and updates to programs and services to achieve the priorities of the police service.

3.8 Preparing annually a budget to be presented to Council outlining the expenses related to the operation of the Committee.

3.9 Developing a community safety plan in conjunction with the local police detachment, including a plan for collaboration between the community and community agencies, and providing the community safety plan annually, or on request, to the Minister.

3.10 Recommend to Council the appointment of a Public Complaints Director.

3.11 Meeting quarterly, at a minimum, but as often as is required to carry on the business of the Committee.

3.12 Meeting times are to be posted on the Town website, meetings are to be open to the public and meeting minutes are to be available for viewing.

## PART 4 - COMPOSITION OF THE COMMITTEE

4.1 The Committee shall be comprised of seven (7) voting members who shall be appointed by resolution of Council as follows:

a) Five (5) citizens residing within the Town of Blackfalds, one of whom may be a student between the ages of sixteen and eighteen.

b) Two (2) Town of Blackfalds Council members.

4.3 The Officer in Charge of the Blackfalds RCMP, or their delegate, shall attend the Committee meetings in an advisory, non-voting capacity.

4.4 The Chief Administrative Officer, or their delegate, shall attend the Committee meetings in an advisory, non-voting capacity.

4.5 The Committee, as a public body, must comply with the requirements of the Access to Information Act as well as the Protection of Privacy Act and have a designated Coordinator. The Town's Information Governance Coordinator will act as the Coordinator for the Blackfalds Policing Committee and is responsible for ensuring that personal information is managed in accordance with relevant access and privacy legislation. Requests for information involving the Committee will be subject to the Town's fees and policies and should be directed to the Town of Blackfalds Information Governance Coordinator.

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## PART 5 - MEMBERSHIP

5.1 A member of the Policing Committee shall not be a full-time member of the Policing Committee.

5.2 Each member from the public at large shall be appointed to the Committee for a term of three (3) years, or two (2) but not less than two, whichever Council deems appropriate, commencing at Council's annual Organizational meeting, unless they are appointed to complete the term of another member who resigns before their term is up.

5.3 Members shall remain in office until their respective successors are appointed.

5.4 Where a member ceases to be a member of the Committee before the expiration of their term, Council may appoint another eligible person for the unexpired portion of the term.

5.5 The term of office of a Member appointed to the Policing Committee shall be.

5.5.1 three (3) years, or

5.5.2 a term of less than three (3) years, but not less than two (2) years.

5.6 A Member shall not exceed 10 consecutive years serving as a Member of the Policing Committee.

5.7 All Members of the Policing Committee must pass an enhanced security check.

5.8 The appointment of a Member to the Policing Committee may not be revoked by Council except for cause.

5.9 If a person who is also a Member of Council is also appointed to the Policing Committee, that person's appointment with the Policing Committee terminates on that person ceasing to be a member of Council.

5.10 The Members of the Policing Committee shall, at their first meeting each year, elect from their members a Chair and one or more vice chairs.

5.11 A member who is a Chief Elected Official is not eligible to be elected as Chair or vice chair of the Municipal Policing Committee.

5.12 All Members of the Municipal Policing Committee shall take an oath as set out in Schedule 2 of the Act.

## PART 6 - MINISTERIAL APPOINTMENTS TO THE POLICING COMMITTEE

6.1 If the Municipal Policing Committee consists of:

6.1.1 Three (3) Members: The Minister may appoint one member to the Committee; or

6.1.2 Four (4) to Six (6) Members: The Minister may appoint two (2) Members to the Committee; or

6.1.3 Seven (7) Members: The Minister may appoint one (1) Member for each group of three (3) Members appointed to the Committee, including any remaining group that is fewer than three (3) Members.

## PART 7 - RESIGNATION AND REMOVAL

7.1 Any member may resign from the Committee at any time upon providing written notice to Council to that effect.

7.2 Council may terminate a member's appointment to the Committee at any time with reasonable cause, or when a Member:

7.1.1 Fails to attend three (3) consecutive regular meetings of the Committee, unless absence is caused by illness or is authorized in advance by resolution of the Committee.

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7.1.2 Ceases to be a resident of the Town.

7.1.3 Is hired in a full-time, permanent capacity with the Town Bylaw Enforcement Service or the RCMP; or

7.1.4 Is convicted of a crime punishable by indictment.

## PART 8 - OFFICERS OF THE COMMITTEE

8.1 The Chair and vice chair of the Committee shall be elected from amongst its members at the first regular meeting of each year.

8.2 All members of the Committee shall vote on every motion, including the Chair (subject to Section 12.1).

8.3 The Chief Administrative Officer, or their designate, shall attend all Committee meetings and ensure that the minutes are prepared and submitted to the Committee for approval at the next meeting. A copy of these minutes shall then be forwarded to Council.

## PART 9 - MEETINGS

9.1 The Committee shall hold regular meetings at a frequency to be determined from time to time by the Committee, but not less than four (4) meetings per year.

9.2 Special meetings may be called by the Chair or, in their absence, the Vice-Chair, by providing the members with 24-hour notice. The Committee may, by unanimous consent, waive notice of a special meeting at any time if every member of the Committee is present.

9.3 Four (4) voting members of the Committee at a meeting shall constitute a quorum.

9.4 The Committee shall be governed by the Procedural Bylaw.

9.5 An agenda shall be prepared by the Chief Administrative or designate, in consultation with the Chair, or in his absence, the Vice-Chair, and circulated to the members prior to each Policing Committee meeting.

9.6 Each member, including the Chair, shall have one vote. Motions shall only be carried upon receiving a majority of votes. In the event of a tie vote, a motion will be deemed to be defeated.

9.7 Meetings of the Policing Committee shall be open to the public, but all matters relating to the personnel, conduct and contracts with the Royal Canadian Mounted Police and security of police operations shall be conducted in private or closed meetings.

9.8 The Policing Committee shall make reports to Council on matters of public concern as the Policing Committee deems are in the public interest. The Policing Committee shall also report to Council on any matter when requested to do so by resolution of Council.

## PART 10 - SUB COMMITTEES

10.1 The Committee may appoint sub-committees or ad hoc committees, which may include people from outside the Committee as it may consider necessary or desirable. The Committee shall define the terms of reference and tenure of each sub-committee or ad hoc committee. Sub-Committees or ad hoc committees may be terminated by a simple motion at any regular meeting.

## PART 11 - LIMITATIONS

11.1 Neither the Committee nor any members shall have the power to pledge the credit of the Town in connection with any matters whatsoever, nor shall the Committee or any member thereof have any power to authorize any expenditure to be charged against the Town.

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**PART 12 - CONFLICT OF INTEREST**

12.1 No member shall participate in any discussion nor vote upon any matter that may involve a pecuniary interest of the type referred to in Division 6 of the *Municipal Government Act*, being Chapter M-26, R.S.A. 2000, as amended.

**PART 13 - REPEAL**

13.1 That Bylaw 1125/11 and any amendments thereto are hereby repealed upon this Bylaw coming into effect.

**PART 14 - DATE OF FORCE**

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

READ for the first time this 14th day of October, A.D. 2025.

(**RES. 269/25**)

-Original Signed-
**MAYOR JAMIE HOOVER**

-Original Signed-
**CAO KIM ISAAK**

READ for the second time this 14th day of October, A.D. 2025.

(**RES**. **270/25**)

-Original Signed-
**MAYOR JAMIE HOOVER**

-Original Signed-
**CAO KIM ISAAK**

READ for the third time this 14th day of October, A.D. 2025.

(**RES**. **272/25**)

-Original Signed-
**MAYOR JAMIE HOOVER**

-Original Signed-
**CAO KIM ISAAK**

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BLACKFALDS
ALBERTA




# Policing Committee Policy & Procedure Manual

December 2025

# Contents


1. Intent of the Policy Procedure Manual ..... 3
2. Legislative Authorities - Policing Committee ..... 3
3. About the Town of Blackfalds Policing Committee ..... 3
   Prerequisites for Committee Appointment ..... 3
   Policing Committee Composition ..... 4
   Contacting the Committee ..... 4
   Meetings ..... 5
4. Committee Members' Roles and Responsibilities ..... 5
   General Statement – Policing Committee Members ..... 5
   Roles and Responsibilities of the Chair and Vice Chair ..... 7

Role of the Detachment Commander, Officer in Charge ..... 7

5. Public Portion - Policing Committee Meetings ..... 8
6. Orientation and Training of New Policing Committee Members ..... 9
7. Conduct/Ethics and Conflict of Interest ..... 10
8. Annual Planning and Reporting ..... 10
   Annual Plan for the Policing Committee ..... 10
   Reporting of Policing Committee Activities and Accomplishments ..... 11
12. Financial Management ..... 11
13. Records Management ..... 12
   File Description ..... 12
   Record Retention ..... 12
14. Communications and Media Relations ..... 12

## 1. Intent of the Policy Procedure Manual

This manual is to guide Policing Committee operations and ensure the Committee serves in a manner consistent with provincial and municipal legislation and / or guidelines.

The Policing Committee's role is to represent the interests and concerns of Council and the community to the RCMP, to work in consultation with the Officer in Charge of the RCMP developing a yearly plan of priorities of policing for the Town, and reporting to the Ministry updates on achievements.

## 2. Legislative Authorities - Policing Committee

a. *Oath of Office*
b. *The Police Act*
c. *The RCMP Act*
d. *The Town of Blackfalds Bylaw # 1346-25 – Policing Committee Bylaw*
e. *The Town of Blackfalds Code of Conduct and Ethics for Municipal Employees. 128/16*

## 3. About the Town of Blackfalds Policing Committee

***Prerequisites for Committee Appointment***

All people appointed to the Committee shall:

- Take the Oath of Office as prescribed in Schedule 2 of the *Police Act*; and
- Undertake to complete a criminal records review and suitability screening administered by the RCMP (Enhanced Security Check)
    - The screening and criminal records review must be completed successfully for a Policing Committee member's appointment to the Policing Committee to continue.

***Policing Committee Composition***

Voting members of the Committee:

Section 4 of the Policing Committee Bylaw establishes the Policing Committee shall consist of a minimum of three and a maximum of seven (7) members, serving without remuneration and appointed by a resolution of Council as follows:

- two (2) members of Town Council; and
- and a maximum of 5 (5) members of the public-at-large.
- The Ministry may appoint 1 Provincial member to the Committee for every 3 appointed by the Town.

Non-Voting members of the Committee:

- The Officer in Charge of the Town of Blackfalds RCMP or their designate shall attend the Committee meetings in an advisory capacity.
- The Chief Administrative Officer, and / or their designate, may attend the Committee meetings in an advisory, non-voting capacity.
- The Manager of Community Policing may attend meetings in a non-voting capacity
- The Recording Secretary, or their designate, shall attend the Committee Meetings in a non-voting capacity to provide administrative support services to the Committee.

***Contacting the Committee:***

The Committee can be reached by email Town of Blackfalds policingcommittee@blackfalds.ca

***Meetings***

The Policing Committee Bylaw stipulates the Committee must meet quarterly but may meet more often at a frequency to be determined from time to time by the Committee.

- The Committee meets once per quarter.
- Special meetings may be called by the Chairperson or, in their absence, the Vice-Chairperson, by providing the members with 24-hours' notice, or without notice by unanimous consent if all Committee members are present.
- No less than half of the total voting members of the Committee at a meeting shall constitute a quorum.
- An agenda will be prepared by the recording secretary with input from all committee members and circulated prior to the meeting
- All meetings are open to the public, although portions of each meeting may be conducted in-camera.
- Notice of meetings will be posted on the Town of Blackfalds website.
- Minutes of the meeting will be prepared by the recording secretary and distributed to all Committee Members within one week of the meeting, posted on the Town website and distributed to Town Council.
- Committee members must notify the Chair and or Recording Secretary if they will be absent from a meeting. Attendance at meetings is important and more than three missed meetings will result in a check-in with the Chair.

## 4. Committee Members' Roles and Responsibilities

***General Statement – Policing Committee Members:***

The Policing Committee acts as a liaison between citizens of Blackfalds, Town Council, and the Officer in Charge of the Blackfalds Detachment of the RCMP.

Section 19 of the Police Amendment Act mandates municipal and regional policing committees in order to give communities policed by the RCMP a more formal role in setting local policing priorities and performance targets.

Specific duties and responsibilities include:

- representing the interests and concerns of the public and Council to the Officer in Charge.
- developing a yearly plan of priorities and strategies for policing in consultation with the Officer in Charge.
- assisting in selection of the Officer in Charge.
- support the R.C.M.P. in integrated community safety planning.
- report annually or on request to the Minister on the implementation of and updates to programs and services to achieve the priorities of the police service.
- preparing annually a budget to be presented to Council outlining the expenses related to the operation of the Committee.

***Roles and Responsibilities of the Chair and Vice Chair***

- The Chair and Vice Chair shall be elected from amongst its public at large members at the first regular meeting of each year.
- The Chair, or in the absence of the Chair, the Vice-Chair, represents the Committee and shall accompany the Officer in Charge of the Blackfalds Detachment of the RCMP to Council to provide annual, interim, special reports or presentations.
- The Chair and Manager of Community Policing are responsible for the orientation and training of new Committee members.
- The Policing Committee follows Robert's Rules of Order
- The Chair must recognize a person who wishes to speak
- Motions shall only be carried upon receiving a majority of votes.
- Each member of the Committee shall have one vote, excluding the Chair. The Chair will vote only in the event of a tie vote
- All correspondence issued by the Committee shall be authored or signed by the Chair, or in the absence of the Chair, the Vice-Chair. Correspondence should be directed to the Chair.
- The Chair and Manager of Community Policing shall prepare a budget for submission to Council annually, and an annual report summarizing the activities of the Committee.
- Annual reporting to Council will occur before the RCMP present their Annual Policing Plan and Priorities to Council.

**Role of the Detachment Commander, Officer in Charge**

- Detachment Commander is responsible for adequate and effective policing in our community
- Preservation of public safety and crime prevention within the community
- Application of professional policing procedures
- RCMP Financial responsibility and resource management
- Consultation with and updates to Council and the Policing Committee on the Annual Policing Plan, emerging issues, and provision of policing in the community.

## 5. Public Portion - Policing Committee Meetings

Policing Committee meetings provide the public with an opportunity to express complaints, concerns, compliments, or recommendations related to policing in Blackfalds. The Chair shall ensure members of the public have an opportunity to do so.

The Committee will advertise when and where Policing Committee meetings will be held by giving notice on the Town of Blackfalds website.

Minutes of previous meetings will be posted online on the Town's website once adopted by the Committee. Minutes are also available to the public upon request.

The Chair may request or require matters intended for the Committee's attention be submitted in writing. Alternatively, the Chair may invite oral presentations by the public.

If a matter is brought to the Committee's attention by a member of the public, the Chair will ensure the matter is addressed in a timely manner.

## 6. Orientation and Training of New Policing Committee Members

The Chair or Manager of Community Policing will provide each new Committee member with a Policing Committee Binder that includes a copy of, or relative excerpts of the:

- *Police Act*,
- Policing Committee Bylaw,
- Police Amendment Act 2022
- Police Governance Regulation and,
- a list of Committee members

The Chair and the Manager of Community Policing will also conduct an orientation session about the Policing Committee for each new member of the Committee

Within budget, Committee Members are

- eligible to attend or participate in training offered by the Solicitor General's Department,
- encouraged to attend the Alberta Association of Police Governance Conference and the Canadian Association of Police Governance Conference, and
- may be eligible to attend other related training subject to review and approval of the Chair in consultation with the Director.

The Chair shall consult the Director of Protective Services about travel-training funding before committing it to an expense.

## 7. Conduct/Ethics and Conflict of Interest

Members of the Committee will not be held liable for actions or claims arising out of the exercise of the powers granted to the Committee pursuant to the Policing Committee Bylaw.

Members of the Policing Committee must act in the best interest of the Town of Blackfalds and its residents. They must conduct themselves ethically.

- All committee members will abide by Town of Blackfalds Policy #128/16, Code of Conduct and Ethics for Municipal Employees
- No member shall participate in any discussion nor vote upon any matter that may involve a pecuniary interest as defined in the Act.
- Council may terminate a Committee Members appoint only for cause+
- If a committee member who is also a member of Council is also appointed to the Policing Committee, that person's appointment to the Policing Committee terminates on that person's ceasing to be a member of Council

## 8. Annual Planning and Reporting

***Annual Plan for the Policing Committee***

- The Chair is responsible for submitting the Committee's annual plan (and any others requested) to the Minister
    - The Plan should identify the Committee's objectives, strategies and measurements to gauge the success of the Committee
    - The Policing Committee Plan bases its objectives upon feedback from community engagement with the community, and input from the RCMP.
    - The plan will incorporate Provincial Policing priorities and priorities for the Town.

***Reporting of Policing Committee Activities and Accomplishments***

- The annual report to the Minister should include:
    - A report on the implementation of and updates to programs and services to achieve the priorities of the Detachment
- The annual report to Council should include:
    - A report on the activities of the Policing Committee any concerns or activities Council is focused on.
    - A report on the implementation of and updates to programs and services to achieve the priorities of the Detachment

## 12. Financial Management

Annual Budget

The Police Committee is responsible for preparing an annual budget outlining expense related to the Business of the Committee for presentation to Council.

Travel and Subsistence

All personal expenses incurred by Committee members in relation to their activities on the Committee will be governed by the Travel and Subsistence Policy and Policy #.

## 13. Records Management

### *File Description*

The recording Secretary will maintain all records for the Policing Committee consisting of:

- File #1 – Minutes and Agendas
- File #2 – Budget
- File #3 – Reports/Surveys

### *Record Retention*

The records of the Policing Committee will be retained as prescribed by the Town of Blackfalds Records Retention and Disposition Bylaw #1296.24

Files will be retained and managed by the Recording Secretary of the Policing Committee.

## 14. Communications and Media Relations

Unless a member of the Committee has been delegated by the Chair to act as the Committee's spokesperson, the Chair, or the Vice-Chair when the Chair is absent, shall be the spokesperson for the Committee in relation to Committee matters.

Any media release will be governed by the Town of Blackfalds Media Release Policy.



Province of Alberta

# POLICE ACT

## Revised Statutes of Alberta 2000
## Chapter P-17

Current as of December 9, 2016

Office Consolidation

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## Note

All persons making use of this consolidation are reminded that it has no legislative sanction, that amendments have been embodied for convenience of reference only. The official Statutes and Regulations should be consulted for all purposes of interpreting and applying the law.

## Regulations

The following is a list of the regulations made under the *Police Act* that are filed as Alberta Regulations under the Regulations Act

| | Alta. Reg. | *Amendments* |
|---|---|---|
| **Police Act** | | |
| Exempted Areas Police Service Agreements | 164/2014 | |
| Police Service | 356/90 | *53/2003, 31/2007, 136/2008, 44/2011, 170/2012, 22/2014, 114/2014* |

# POLICE ACT

Chapter P-17

*Table of Contents*


**1** Definitions

**Part 1**
**Administration**

**2** Responsibility of Ministers
**3** Responsibility of Government for policing
**3.1** Minister's responsibility for policing standards
**4** Responsibility for providing policing services
**5** Exceptions
**6** Determination of population
**7** Hamlets, improvement districts and special areas
**8** Director of Law Enforcement

**Part 2**
**Law Enforcement Review Board**

**9** Law Enforcement Review Board
**10** Board Chair
**11** Vacancies on Board
**12** Signing of documents
**13** Board secretary
**14** Annual report
**15** Legal counsel
**16** Powers of Board
**17** Jurisdiction of the Board
**18** Appeal to Court of Appeal
**19** Conduct of Board business
**19.1** Panels
**19.2** Review and hearing
**19.3** Dismissal by Board
**20** Matters governing hearings, inquiries and appeals

**20.1** Application

## Part 3
## Police Services and Commissions

**21** Provincial police service
**22** Municipal policing by another police service
**23** Policing committees
**24** Regional police services
**25** Regional police commissions
**26** Responsibility of a regional police commission
**27** Municipal police services
**28** Commissions
**28.1** Public Complaint Director
**28.2** Regional Public Complaint Director
**28.3** Provincial Public Complaint Director
**29** Police budgets and plans
**30** Ministerial intervention
**31** Commission's responsibility
**32** Commission inquiry
**33** Police officers serving outside their municipality

## Part 4
## Police Officers

**34** Qualifications re police officers
**35** Qualifications re chiefs of police
**36** Appointments of chiefs of police and police officers
**37** Dismissals and lay-offs of police officers
**38** Authority, duties and jurisdiction of police officers
**39** Liability re municipal police services
**40** Liability re other persons
**41** Duties of chiefs of police

## Part 5
## Complaints and Discipline

**42.1** Complaints
**43** Bringing of complaints
**43.1** Informal resolution of complaint
**44** Complaints re policies and services
**45** Complaints re police officers
**46** Complaints re chiefs of police
**46.1** Serious incidents and complaints
**46.2** Integrated investigative unit
**47** Conduct of hearing

**47.1** Application
**48** Appeals to the Board
**49** Complaints re RCMP
**51** Use of evidence
**52** Report of complaints
**52.1** Validation of hearings under Part 5

**Part 6**
**General**

**53** Lock-ups
**54** Impersonating a police officer
**55** Uniforms and insignia
**56** Application to Court
**57** General penalty
**58** Service of documents
**59** Bylaws and resolutions
**60** Police Officers Collective Bargaining Act
**60.1** Commissioned officers
**61** Lieutenant Governor in Council regulations
**62** Ministerial regulations
**63** Transitional

Schedule 1 - Oath of Office (Members of Police Commissions)
Schedule 2 - Oath of Office (Members of Policing Committees)
Schedule 3 - Oath of Allegiance and Office (Police Officers and Other Peace Officers)

HER MAJESTY, by and with the advice and consent of the Legislative Assembly of Alberta, enacts as follows:

**Definitions**

**1** In this Act,

(a) "Board" means the Law Enforcement Review Board;

(b) "Chair" means the Chair of the Board;

(c) "commission" means a police commission established under section 25 or 28;

(d) "complainant" means a person who makes a complaint under section 42.1;

(d.1) "complaint" means a complaint under section 42.1;

(e) "council" means

(i) the council of a city, town, village, summer village, specialized municipality, municipal district or Metis settlement;

(ii) in the case of a hamlet, the council of the municipal district in which the hamlet is situated;

(iii) in the case of an improvement district, the Minister responsible for the *Municipal Government Act*;

(iv) in the case of a special area, the Minister responsible for the *Special Areas Act*;

(f) "Director" means the Director of Law Enforcement appointed under section 8;

(g) "Minister" means the Minister designated under section 16 of the *Government Organization Act* as the Minister responsible for this Act;

(h) "municipal police service" means a police service established under section 27;

(i) "municipality" means a city, town, village, summer village, specialized municipality or municipal district and includes a Metis settlement;

(j) "peace officer" means a person employed for the purposes of preserving and maintaining the public peace;

(k) "police officer" means an individual who

(i) is appointed under section 36 as a police officer or a chief of police,

(ii) is a member of the Royal Canadian Mounted Police,

(ii.1) is appointed under section 5 as a police officer, or

(iii) is a member of the provincial police service;

(l) "police service" means

(i) a regional police service;

(ii) a municipal police service;

(iii) the provincial police service;

(iv) a police service established under an agreement made pursuant to section 5;

(m) "policing committee" means a policing committee established under section 23;

(n) "provincial police service" means the Royal Canadian Mounted Police where an agreement is entered into under section 21(1);

(o) repealed 2010 c21 s2;

(p) "regional police service" means a police service established under section 24.

(q) repealed 2006 cP-3.5 s38.

RSA 2000 cP-17 s1;2005 c31 s2;2006 cP-3.5 s38; 2010 c21 s2

# Part 1
# Administration

### Responsibility of Ministers

**2(1)** The Minister is charged with the administration of this Act.

**(2)** Notwithstanding anything in this Act, all police services and peace officers shall act under the direction of the Minister of Justice and Solicitor General in respect of matters concerning the administration of justice.

RSA 2000 cP-17 s2;2005 c31 s3;2013 c10 s34

### Responsibility of Government for policing

**3** The Government of Alberta is responsible for ensuring that adequate and effective policing is maintained throughout Alberta.

RSA 2000 cP-17 s3;2005 c31 s4

### Minister's responsibility for policing standards

**3.1** The Minister may, subject to the regulations,

(a) establish standards for

(i) police services,

(ii) police commissions, and

(iii) policing committees,

and

(b) ensure that standards are met.

2005 c31 s5;2005 c43 s2

**Responsibility for providing policing services**

**4(1)** As part of providing provincial policing services generally,

(a) every municipal district and Metis settlement and, subject to subsection (6), a specialized municipality, and

(b) every town, village and summer village that has a population that is not greater than 5000,

shall, subject to subsection (3), receive general policing services provided by the provincial police service at no direct cost to the town, village, summer village, municipal district or Metis settlement.

**(2)** Notwithstanding subsection (1), a municipality referred to in subsection (1) may, for the purpose of providing policing services specifically for the municipality, do one of the following:

(a) engage the provincial police service as a municipal police service under section 22(1);

(b) enter into an agreement for the provision of municipal policing services under section 22(3);

(c) establish a regional police service under section 24;

(d) establish a municipal police service under section 27.

**(3)** Subsection (1) does not apply to a municipality while it is receiving municipal policing services pursuant to subsection (2).

**(4)** Repealed 2005 c31 s6.

**(5)** A city, town, village or summer village that has a population that is greater than 5000 shall, for the purpose of providing policing services specifically for the municipality, do one of the following:

(a) enter into an agreement for the provision of municipal policing services under section 22(2) or (3);

(b) establish a regional police service under section 24;

(c) establish a municipal police service under section 27.

**(6)** A specialized municipality is responsible for the policing of an urban service area with a population greater than 5000 within that specialized municipality in accordance with subsection (5).

RSA 2000 cP-17 s4;2005 c31 s6

**Exceptions**

**5(1)** The Minister may

(a) exempt any part of Alberta from the operation of all or any provision of this Act, and

(b) make any arrangements or agreements the Minister considers proper for the policing of that part of Alberta exempted under clause (a), including appointing police officers.

**(2)** and **(3)** Repealed 2005 c31 s7.

**(4)** When a town, village or summer village attains a population that is greater than 5000, that municipality shall assume responsibility for providing its policing services under section 4(5) on April 1 in the 2nd year following the year

(a) in which it was determined that the municipality had attained a population that is greater than 5000, or

(b) in the case where an order is made under subsection (5), in which the Minister is satisfied that the population of the municipality will continue to remain in excess of 5000.

**(5)** Notwithstanding subsection (4), if the Minister is of the opinion that the population of a municipality referred to in subsection (4) will not remain in excess of 5000, the Minister may by order exempt that municipality from the operation of subsection (4) until the Minister is satisfied that the population of the municipality will continue to remain in excess of 5000.

RSA 2000 cP-17 s5;2005 c31 s7

**Determination of population**

**6** For the purposes of this Act, the population of a city, town, village or summer village shall be determined in accordance with the regulations under the *Municipal Government Act*.

1988 cP-12.01 s6;1994 cM-26.1 s642(51)

**Hamlets, improvement districts and special areas**

**7** This Act and the regulations apply to

(a) a hamlet as if it were a village, and

(b) an improvement district or special area as if it were a municipal district.

1988 cP-12.01 s7

**Director of Law Enforcement**

**8(1)** In accordance with the *Public Service Act*, there shall be appointed a Director of Law Enforcement.

**(2)** The duties of the Director include the following:

(a) monitoring police services to ensure that adequate and effective policing is maintained both municipally and provincially;

(a.1) monitoring the handling by chiefs of police and commissions of complaints;

(b) developing and promoting crime prevention and restorative justice programs;

(c) developing and promoting programs to enhance professional practices, standards and training for police services, commissions and policing committees;

(d) assisting in the co-ordination of policing services;

(e) consulting with and advising councils, commissions, policing committees, chiefs of police and authorized employers of peace officers appointed under the *Peace Officer Act* on matters relating to police and policing;

(f) developing, maintaining and managing programs and statistical records and conducting research studies in respect of offences and enforcement practices.

RSA 2000 cP-17 s8;2005 c31 s8;2006 cP-3.5 s38; 2010 c21 s3

## Part 2
## Law Enforcement Review Board

**Law Enforcement Review Board**

**9(1)** The Lieutenant Governor in Council shall establish a board to be known as the "Law Enforcement Review Board" composed of not fewer than 3 members appointed by the Lieutenant Governor in Council.

**(2)** At least one member of the board shall be an active member of The Law Society of Alberta.

**(3)** A member of the Board must be appointed for a term of not more than 3 years and, subject to the *Alberta Public Agencies Governance Act* and any applicable regulations under that Act, is eligible for reappointment.

**(4)** Notwithstanding that the term of office of a member of the Board may have expired, the member continues to hold office until

(a) the member is reappointed,

(b) a successor is appointed, or

(c) a period of 6 months has elapsed,

whichever occurs first.

**(5)** The members of the Board shall be paid

(a) fees or remuneration, and

(b) expenses for subsistence and travelling while absent from their ordinary places of residence in the course of their duties as members of the Board,

as prescribed by the Lieutenant Governor in Council in accordance with any applicable regulations under the Alberta Public Agencies Governance Act.

**(6)** If regulations under the Alberta Public Agencies Governance Act apply in respect of fees, remuneration or expenses to be paid to members of the Board, those regulations prevail, to the extent of any conflict or inconsistency, over any regulations prescribing fees, remuneration or expenses under subsection (5).

RSA 2000 cP-17 s9;2009 cA-31.5 s65

**Board Chair**

**10(1)** The Lieutenant Governor in Council shall designate one of the members of the Board who is an active member of The Law Society of Alberta as Chair of the Board.

**(1.1)** The Chair may designate a member of the Board to be acting Chair when the Chair is absent.

**(1.2)** An acting Chair has all the functions, powers and duties of the Chair, unless the designation provides otherwise.

**(2)** If the Chair is unable to act as Chair for any reason and is unable to designate a member as acting Chair under subsection (1.1), the member in attendance with the longest period of service on the Board shall act in the place of the Chair.

**(3)** For the purposes of subsection (2), if 2 or more persons have an equal period of service on the Board, the member in attendance named earliest in the order appointing the members shall act in the place of the Chair.

RSA 2000 cP-17 s10;2005 c43 s3

**Vacancies on Board**

**11(1)** When any member of the Board

(a) is absent from Alberta, or

(b) in the opinion of the Lieutenant Governor in Council, is by reason of illness or any other cause incapable of performing the member's duties,

the Lieutenant Governor in Council may by order appoint a person to act in the place of the absent or incapacitated member, on the terms and at the remuneration prescribed by the Lieutenant Governor in Council.

**(2)** The person appointed under subsection (1) has all the rights and powers of a member of the Board and may, during the period of time for which the person is appointed, discharge the duties of a member of the Board.

1988 cP-12.01 s11

**Signing of documents**

**12** An order or other document setting out a decision, recommendation or direction of the Board may be signed by the Chair or acting Chair and shall be admitted in evidence as proof, in the absence of evidence to the contrary,

(a) that the decision, recommendation or direction is that of the Board, and

(b) that the person signing the order or other document was authorized to do so at the time of the signing,

without proof of the signature or appointment of the person signing as Chair or acting Chair.

1988 cP-12.01 s12

**Board secretary**

**13(1)** The Minister may appoint a secretary to the Board, who shall

(a) keep a record of all proceedings conducted before the Board;

(b) have the custody and care of the records and documents of the Board;

(c) act as a registrar of all notices of appeal and complaints received by the Board;

(d) prepare reports required by the Minister or the Chair of the Board.

**(2)** A member of the Board may act as secretary in the absence of the secretary.

**(3)** If the secretary is not an employee of the Government,

(a) the Lieutenant Governor in Council shall prescribe the fees or remuneration to be paid to the secretary, and

(b) the secretary shall be paid expenses as prescribed by regulation for subsistence and travelling while absent from the secretary's ordinary place of residence in the course of the secretary's duties as the secretary to the Board.

1988 cP-12.01 s13;1994 cG-8.5 s54

**Annual report**

**14** After the end of each calendar year the Board shall file with the Minister a report showing the number and nature of the appeals and inquiries that it held, summaries of the findings made and any other matter that the Minister directs.

1988 cP-12.01 s14;1994 cG-8.5 s54

**Legal counsel**

**15** On the request of the Board or the Chair, the Minister of Justice and Solicitor General may appoint a lawyer to assist the Board in respect of an appeal or an inquiry.

RSA 2000 cP-17 s15;2013 c10 s34

**Powers of Board**

**16** The Board and each member of the Board have

(a) all the powers of a commissioner appointed under the *Public Inquiries Act*, and

(b) the powers given to the Board under the regulations.

1988 cP-12.01 s16

**Jurisdiction of the Board**

**17(1)** The Board

(a) may, on its own motion, conduct inquiries respecting complaints,

(a.1) shall conduct reviews of decisions of a commission referred to the Board under section 43(12)(b)(i),

(b) shall conduct appeals referred to the Board under section 48 in accordance with section 19.2,

(c) shall at the request of the Minister conduct inquiries in respect of any matter respecting policing or police services, and

(d) shall conduct appeals under section 21 of the *Peace Officer Act*.

**(2)** If the Board is of the opinion that the actions of a police officer who is the subject of an appeal or an inquiry may constitute an offence under an Act of the Parliament of Canada or the Legislature of Alberta, the Board shall refer the matter to the Minister of Justice and Solicitor General.

**(3)** Notwithstanding that the actions of the police officer have been referred to the Minister of Justice and Solicitor General under subsection (2), if the Board is of the opinion that those actions also constitute a contravention of the regulations governing the discipline or the performance of duty of police officers, the matter, as it relates to that contravention, may be proceeded with by the Board unless the Minister of Justice and Solicitor General directs otherwise.

RSA 2000 cP-17 s17;2005 c31 s9;2006 cP-3.5 s38;
2010 c21 s4;2013 c10 s34

### Appeal to Court of Appeal

**18** The decision of the Board in respect of a matter appealed to it under section 48 may,

(a) within 30 days from the day that the Board gives its decision, and

(b) with the permission of a single judge of the Court of Appeal,

be appealed to the Court of Appeal on a question of law.

RSA 2000 cP-17 s18;2008 c23 s2;2014 c13 s36

### Conduct of Board business

**19(1)** The Board shall hold meetings as it considers necessary.

**(2)** The Board may hold sittings and conduct appeals or inquiries at any place in Alberta.

**(3)** The Chair, or the secretary to the Board at the direction of the Chair, may

(a) arrange for matters to be set down before the Board;

(b) adjourn matters set down before the Board;

(c) perform the administrative functions that are necessary to enable the Board to carry out its duties under this Act or the *Peace Officer Act*.

**(4)** Repealed 2005 c43 s4.

RSA 2000 cP-17 s19;2005 c43 s4;2006 cP-3.5 s38

**Panels**

**19.1(1)** The Chair may designate any 2 or more members of the Board, which may include the Chair, to sit as a panel of the Board and may direct that panel to conduct any appeal, inquiry or review that the Board may conduct.

**(2)** A quorum of a panel is 2 members.

**(3)** Notwithstanding subsections (1) and (2), where the Chair considers it appropriate to do so, the Chair may designate one member of the Board, which may include the Chair, to sit as a panel of the Board to deal with preliminary or procedural matters incidental to an appeal, inquiry or review.

**(4)** A decision made or action taken by a panel is a decision or action of the Board.

**(5)** A panel of the Board may exercise and perform all the powers and duties of the Board under this Act or any other enactment with respect to the matter it is directed to deal with.

**(6)** For the purposes of subsection (5), any reference to the Board in this Act or any other enactment is a reference to a panel of the Board.

**(7)** If the Chair is not a member of a panel, the Chair must designate one of the members of the panel to preside over the panel.

**(8)** When an appeal, inquiry or review is conducted by a panel and one or more members of the panel for any reason do not attend on any day or part of a day, the remaining members present may, if they constitute a quorum, exercise and perform all the powers and duties of the panel with respect to that appeal, inquiry or review.

**(9)** Two or more panels may sit simultaneously or at different times.

2005 c43 s5

**Review and hearing**

**19.2(1)** Prior to scheduling an appeal for a hearing, the Board shall, within 30 days of receipt of written notice of the appeal, review the written notice of appeal and the record of the hearing and may

(a) dismiss the matter if in the opinion of the Board the appeal is frivolous, vexatious or made in bad faith, or

(b) notwithstanding section 20(2)(b), make a decision in respect of the appeal based on the review of the record and consideration of the factors set out in the regulations respecting appeals, without conducting a hearing.

**(2)** Where the Board is unable to dismiss or conclude an appeal in accordance with subsection (1), the Board may schedule a hearing of the appeal.

**(3)** The Board may give directions to the affected parties in respect of a review or a hearing and may extend or modify its directions on reasonable request by a party.

2010 c21 s5

**Dismissal by Board**

**19.3** The Board may dismiss an appeal if a direction given by the Board under section 19.2(3) has not been complied with by a party or if a party has not responded to the Board's direction.

2010 c21 s5

**Matters governing hearings, inquiries and appeals**

**20(1)** For the purpose of conducting an appeal or an inquiry before the Board, the following applies:

(a) a notice in writing of the time, place and purpose of the appeal or inquiry shall be served on the person who is the subject of the appeal or inquiry at least 10 days before the commencement of the appeal or inquiry;

(b) a notice in writing of the time, place and purpose of the appeal or inquiry shall be served at least 10 days before the commencement of the appeal or inquiry on any other person, in addition to the person referred to in clause (a), as the Board directs;

(c) the Board has, with respect to the holding of an appeal or an inquiry, the same power as is vested in the Court of Queen's Bench for the trial of civil actions

(i) to summon and enforce the attendance of witnesses,

(ii) to compel witnesses to give evidence on oath or otherwise, and

(iii) to compel witnesses to produce documents, records and things;

(d) the Board may require

(i) the chief of police in respect of an investigation or a hearing conducted under section 45, or

(ii) the person charged with the conduct of an investigation or a hearing under section 45 or 46,

to produce to the Board, prior to an appeal or an inquiry, copies of all investigation reports, statements, correspondence or other documents or things relating to the matter;

(e) if a person fails to attend, to answer questions or to produce an item as required under clause (c) or (d), the Board may

(i) with respect to that person, exercise its power of contempt as provided under the *Public Inquiries Act*, or

(ii) where it is unable to exercise the power of contempt referred to in subclause (i), apply to the Court of Queen's Bench for an order committing that person for contempt in the same manner as if that person were in breach of an order or judgment of that Court;

(e.1) if a complainant fails to attend, to answer questions or to produce an item as required under clause (c) or (d) or refuses to participate or to follow processes or conducts himself or herself in an inappropriate manner, the Board may dismiss the matter;

(e.2) if a witness fails to attend or to answer questions or refuses to participate or to follow processes or conducts himself or herself in an inappropriate manner, the Board may dismiss the witness and continue with the matter;

(f) the Board may accept any evidence that the Board considers to be relevant to the determination of the issues and is not

bound by the rules of law respecting evidence applicable to judicial proceedings;

(g) in the case where the Board is conducting an appeal, the Board may

(i) receive new evidence that was not available, or

(ii) refuse to receive new evidence if, in the opinion of the Board, that evidence was available but not presented,

when the matter was initially heard or considered;

(h) repealed 2005 c43 s6;

(i) all oral evidence received shall be taken down in writing or recorded by electronic means;

(j) all the evidence taken down in writing or recorded by electronic means and all documentary evidence and things received in evidence at an appeal or an inquiry form the record of the proceeding;

(k) the Board may

(i) from time to time adjourn matters that are before the Board, and

(ii) in respect of an appeal, before or after the expiration of the time for service of a notice of appeal, extend the time for service for a further period not exceeding 30 days;

(l) an appeal or an inquiry shall be held in public;

(m) notwithstanding clause (l), an appeal or an inquiry, or any portion of it, may be held in private if, in the opinion of the Board, it is in the public interest to do so;

(n) a person who is likely to be affected by an appeal or an inquiry is entitled

(i) subject to clause (p), to appear before the Board,

(ii) to make representations to the Board, and

(iii) to be represented by a lawyer or an agent;

(o) a witness, other than one employed for a police service, attending a proceeding before the Board is entitled to the same fees and allowances as a witness summoned to attend

at the Provincial Court unless otherwise provided for by a regulation made under this Act;

(p) notwithstanding clause (n), in conducting an appeal the Board may with the consent of the parties to the proceeding decline to hold a hearing in respect of the appeal and base its decision on

(i) the record of the proceeding being appealed from, and

(ii) the written submissions of the parties to the appeal.

**(1.1)** On an application for review under section 43(12)(b)(i) of a decision of a commission, the Board shall without a hearing review the record of the proceedings under section 43(8), (9) or (10) and the reasons for the commission's decision and may

(a) affirm the decision of the commission, or

(b) refer the complaint back to the commission or the chief with directions that the complaint be dealt with in accordance with Part 5.

**(1.2)** If at any time after a written notice of appeal has been filed with the Board in accordance with section 48 the parties agree to a resolution of the matter, the Board may issue an order respecting the agreement.

**(1.3)** An order issued under subsection (1.2) concludes the appeal process.

**(2)** Where the Board concludes an appeal

(a) in the case of an appeal commenced under section 48 from a matter in respect of which a hearing was held, the Board may

(i) allow the appeal,

(ii) dismiss the appeal,

(iii) vary the decision being appealed,

(iv) direct that the matter, subject to any directions that the Board may give, be reheard under section 45 or 46, as the case may be,

(v) affirm or vary the punishment imposed, or

(vi) take any other action that the Board considers proper in the circumstances,

and

(b) in the case of an appeal commenced under section 48 from a matter in respect of which a hearing has not been held, the Board may

(i) affirm the decision made under section 47,

(ii) direct that a hearing be conducted under section 45(3) or 46(4), as the case may be,

(iii) direct

(A) the chief of police, in the case of a complaint made in respect of a police officer, or

(B) the commission, in the case of a complaint made in respect of a chief of police,

to lay a charge under the regulations governing the discipline or the performance of duty of police officers,

(iv) direct

(A) the chief of police, in the case of a complaint made in respect of a police officer, or

(B) the commission, in the case of a complaint made in respect of the chief of police,

to have the matter investigated again,

(iv.1) take any action required by the *Peace Officer Act*, or

(v) take any other action that the Board considers proper in the circumstances.

**(2.1)** A decision of the Board under subsection (2) must be made in writing within 60 days after the Board concludes the appeal.

**(2.2)** Notwithstanding subsection (2.1), the Board may extend the 60-day time period set out in subsection (2.1) on written notice in accordance with subsection (3) to all of the parties whether or not the period has expired.

**(3)** When the Board conducts an appeal or an inquiry, the following must be informed in writing of the findings of the Board:

(a) the appellant, in the case of an appeal commenced under section 48(1);

(b) the complainant and the police officer against whom the complaint is made, in the case of an appeal commenced under section 48(2);

(c) the commission;

(d) the Minister.

**(4)** If the Board is of the opinion that a party or counsel to a party to an appeal or an inquiry has acted in a frivolous or vexatious manner, or where the Board considers an award of costs warranted in the circumstances, the Board may

(a) award costs against a party or counsel to a party in an amount considered appropriate by the Board, and

(b) direct that the costs referred to in clause (a) be paid

(i) to any other party to the appeal or inquiry,

(ii) to the Crown in right of Alberta, or

(iii) partly to any other party to the appeal or inquiry and partly to the Crown in right of Alberta.

RSA 2000 cP-17 s20;2005 c31 s10;2005 c43 s6;2006 cP-3.5 s38;2010 c21 s6

**Application**

**20.1** The amendments to sections 19 and 20 made by the *Police Amendment Act, 2005 (No. 2)* apply only to inquiries and appeals that commence after the coming into force of that Act.

2005 c43 s7

# Part 3
# Police Services and Commissions

**Provincial police service**

**21(1)** The Lieutenant Governor in Council may, from time to time, authorize the Minister on behalf of the Government of Alberta to enter into an agreement with the Government of Canada for the Royal Canadian Mounted Police to provide a provincial police service.

**(2)** When an agreement referred to in subsection (1) is in force, the Royal Canadian Mounted Police are responsible for the policing of all or any part of Alberta as provided for in the agreement.

**(3)** The Royal Canadian Mounted Police with respect to their duties as the provincial police service shall, subject to the terms of the agreement referred to in subsection (1), be under the general direction of the Minister in matters respecting the operations, policies and functions of the provincial police service other than those matters referred to in section 2(2).

1988 cP-12.01 s21;1994 cG-8.5 s54

**Municipal policing by another police service**

**22(1)** The Government of Alberta may enter into an agreement with the council of a municipality referred to in section 4(2) for the provision of policing services specifically for the municipality by the provincial police service subject to the sharing of costs as determined by the Minister.

**(2)** Notwithstanding subsection (1), where the Minister considers it necessary, the Minister may authorize a municipality that has a population that is greater than 5000 to enter into an agreement with the Government of Alberta for the provision of policing services specifically for the municipality by the provincial police service subject to the sharing of costs as determined by the Minister.

**(3)** Subject to the prior approval of the Minister, the council of a municipality may enter into an agreement with

(a) the Government of Canada for the employment of the Royal Canadian Mounted Police, or

(b) the council of another municipality,

for the provision of policing services to the municipality.

**(4)** If a municipality has entered into a policing agreement under subsection (1), (2) or (3), it shall not, without the prior approval of the Minister, withdraw from or alter the type of policing service that it is receiving.

**(5)** Repealed 2005 c31 s11.

RSA 2000 cP-17 s22;2005 c31 s11

**Policing committees**

**23(1)** In this section, "officer in charge" means the officer in charge of the unit of the police service that is providing policing services to a municipality under section 22.

**(2)** A council that has entered into an agreement under section 22 may establish a policing committee.

**(3)** A council that establishes a policing committee shall, subject to the regulations,

(a) prescribe the rules governing the operation of the policing committee, and

(b) appoint the members of the policing committee.

**(4)** A policing committee shall consist of not fewer than 3 nor more than 12 members.

**(5)** If

(a) 4 or fewer members are appointed under subsection (3), one of them may be a member of the council or an employee of the municipality, or

(b) 5 or more members are appointed under subsection (3), 2 of them may be members of the council or employees of the municipality.

**(6)** The council may provide for the payment of reasonable remuneration or of a gratuity or allowance to members of the policing committee.

**(7)** The term of office of a person appointed to a policing committee is

(a) 3 years, or

(b) a term of less than 3 years, but not less than 2 years, as may be fixed by bylaw.

**(8)** Notwithstanding subsection (7), a majority of the members appointed to a newly established policing committee shall be appointed for 3 years, and the remaining members shall be appointed for 2 years.

**(9)** The members of a policing committee shall, at the first meeting of the policing committee in each year, elect from among their members a chair and one or more vice-chairs.

**(10)** A member who is a member of the council or an employee of the municipality is not eligible to be elected as chair or vice-chair of the committee.

**(11)** A member of a policing committee is eligible for reappointment if the reappointment does not result in more than 10 consecutive years of service by that member.

**(12)** If a person who is a member of a council is a member of the policing committee, that person's appointment to the policing

committee terminates on that person's ceasing to be a member of the council.

**(13)** The appointment of a member to the policing committee may not be revoked by the council except for cause.

**(14)** A policing committee shall, with respect to the municipality for which it is established,

(a) oversee the administration of the agreement made under section 22,

(b) assist in selecting the officer in charge,

(c) represent the interests of the council to the officer in charge,

(d) in consultation with the officer in charge, develop a yearly plan of priorities and strategies for municipal policing,

(e) issue instructions to the officer in charge respecting the implementation and operation of the yearly plan,

(f) represent the interests and concerns of the public to the officer in charge,

(g) assist the officer in charge in resolving complaints, and

(h) appoint a Public Complaint Director.

**(15)** All persons appointed to a policing committee shall take the oath set out in Schedule 2.

RSA 2000 cP-17 s23;2005 c31 s12;2010 c21 s7

**Regional police services**

**24(1)** Subject to the prior approval of the Minister, the councils of 2 or more municipalities may enter into an agreement to be policed by one regional police service.

**(2)** The Government of Alberta may be a party to an agreement referred to in subsection (1) if the region to be policed under the agreement includes an area not contained within the limits of a municipality that is subject to the agreement.

**(3)** If the council of a municipality has entered into an agreement under this section, it shall not withdraw from the agreement without the prior approval of the Minister.

1988 cP-12.01 s24;1994 cG-8.5 s54

**Regional police commissions**

**25(1)** The parties to an agreement entered into under section 24 shall, in accordance with the agreement and subject to the regulations, establish a regional police commission.

**(2)** The appointment of a member to a regional police commission may be revoked only for cause and in accordance with the agreement entered into under section 24.

**(3)** All persons appointed to a regional police commission shall take the oath set out in Schedule 1.

1988 cP-12.01 s25

**Responsibility of a regional police commission**

**26** A regional police commission shall, on behalf of the parties to an agreement entered into under section 24, establish and maintain an adequate and effective regional police service under the general supervision of the regional police commission.

1988 cP-12.01 s26

**Municipal police services**

**27(1)** A municipality that has assumed responsibility for establishing a municipal police service under section 4(2)(d) or (5)(c) shall establish and maintain an adequate and effective municipal police service under the general supervision of a municipal police commission.

**(2)** A municipality maintaining a municipal police service shall not withdraw from providing that service except with the prior approval of the Minister.

RSA 2000 cP-17 s27;2005 c31 s13

**Commissions**

**28(1)** A council, other than one that is party to an agreement entered into under section 22 or 24, that

(a) has a municipal police service, or

(b) has the approval of the Minister to establish a municipal police service,

shall establish a police commission.

**(2)** A council that has established a commission shall, subject to the regulations,

(a) prescribe the rules governing the operations of the commission, and

(b) appoint the members of the commission.

**(3)** A commission shall consist of not fewer than 3 nor more than 12 members.

**(4)** If

(a) 4 or fewer members are appointed under subsection (2), one of them may be a member of the council or an employee of the municipality, or

(b) 5 or more members are appointed under subsection (2), 2 of them may be members of the council or employees of the municipality.

**(5)** The council may provide for the payment of reasonable remuneration or of a gratuity or allowance to members of the commission.

**(6)** The term of office of a person appointed to a commission is

(a) 3 years, or

(b) a term of less than 3 years, but not less than 2 years, as may be fixed by bylaw.

**(7)** Notwithstanding subsection (6), a majority of the members appointed to a newly established commission shall be appointed for 3 years, and the remaining members shall be appointed for 2 years.

**(8)** A member of a commission is eligible for reappointment if the reappointment does not result in more than 10 consecutive years of service by that member.

**(9)** If a person who is a member of a council is a member of the commission, that person's appointment to the commission terminates on that person's ceasing to be a member of the council.

**(10)** The members of the commission shall, at the first meeting of the commission in each year, elect from among their members a chair and one or more vice-chairs.

**(11)** A member who is a member of the council or an employee of the municipality is not eligible to be elected as chair or vice-chair of the commission.

**(12)** The appointment of a member to a commission may not be revoked by the council except for cause.

**(13)** All persons appointed to a commission shall take the oath set out in Schedule 1.

RSA 2000 cP-17 s28;2005 c31 s14;2010 c21 s8

**Public Complaint Director**

**28.1(1)** Each commission and policing committee shall designate a person as a Public Complaint Director.

**(2)** The Public Complaint Director may be

(a) a member of the commission or policing committee other than a member of the council,

(b) an employee of the commission or policing committee,

(c) an employee of the municipality,

(d) another person, other than a member of the council, who in the opinion of the commission or policing committee is qualified to serve in that capacity, or

(e) a former police officer if the position of Public Complaint Director is not in the same municipality where the former police officer was employed.

**(2.1**) The Public Complaint Director shall not be a currently serving police officer.

**(3)** The Public Complaint Director shall

(a) receive complaints against police officers from the public and refer them to the chief of police under section 43(1),

(b) act as a liaison between the commission, policing committee, the chief of police, the officer in charge of a police service and the complainant as applicable,

(c) perform the duties assigned by the commission or policing committee in regard to complaints,

(d) review the investigation conducted in respect of a complaint during the course of the investigation and at the conclusion of the investigation,

(e) offer an alternative dispute resolution process where, in the Public Complaint Director's opinion, that may be an appropriate manner in which to resolve the complaint,

(f) if an alternative dispute resolution process is offered under clause (e), review the manner in which the alternative dispute resolution process is delivered, and

(g) provide reports to the commission or policing committee, as required by the commission or policing committee.

2005 c31 s15;2010 c21 s9

**Regional Public Complaint Director**

**28.2(1)** Notwithstanding section 28.1, the policing committees of 2 or more municipalities may, by unanimous agreement of the municipalities, designate a person as a Regional Public Complaint Director for those policing committees.

**(2)** A person who is eligible to be a Public Complaint Director under section 28.1(2) or (2.1) is also eligible to be a Regional Public Complaint Director but may not serve as both a Public Complaint Director and Regional Public Complaint Director concurrently.

**(3)** A Regional Public Complaint Director has the same powers as a Public Complaint Director has under section 28.1(3).

2010 c21 s10

**Provincial Public Complaint Director**

**28.3(1)** The Minister may designate an employee of the Government under the Minister's administration as a Provincial Public Complaint Director.

**(2)** The Provincial Public Complaint Director has the following functions:

(a) receive complaints from the public;

(b) refer complaints to the chief of police, the officer in charge of a police service, the Public Complaint Director or the Regional Public Complaint Director, as appropriate;

(c) if no Public Complaint Director or Regional Public Complaint Director has been designated for the municipality in which a complaint arose, perform the functions of a Public Complaint Director or Regional Public Complaint Director in respect of the complaint;

(d) provide education and training resources to the Public Complaint Director and Regional Public Complaint Director;

(e) gather information and statistical data respecting the types of complaints made, the number of complaints made and any other information respecting complaints as required;

(f) present reports to the Minister as required.

2010 c21 s10

**Police budgets and plans**

**29(1)** Every commission, in consultation with the chief of police, shall cause to be prepared

(a) estimates of all money required for the fiscal year to

(i) pay the remuneration of the police officers and other persons employed for the police service, and

(ii) provide and pay for the maintenance of accommodation, equipment and operating costs of the police service,

and

(b) a yearly plan specifying the level of police service and programs to be provided in respect of the municipality,

and shall submit those estimates and plans to the council.

**(2)** In developing a budget, the council may obtain any information from the commission that may be necessary to enable it to assess the efficiency and the financing requirements of the police service.

**(3)** The council is responsible for establishing the total budget for the purposes of the police service, and the commission is responsible for allocating the funds provided for under the budget.

1988 cP-12.01 s29

**Ministerial intervention**

**30(1)** When, in the opinion of the Minister, a municipality that is responsible for providing and maintaining policing services is not

(a) providing or maintaining adequate and effective policing services, or

(b) complying with this Act or the regulations,

the Minister may notify the council of that fact and request the council to take the action the Minister considers necessary to correct the situation.

**(2)** If the council does not comply with a request made under subsection (1), the Minister may

(a) appoint police officers for that municipality and prescribe their remuneration,

(b) request the provincial police service to provide policing services to the municipality on an interim basis, or

(c) do any other thing necessary to create an adequate and effective police service within the municipality.

**(3)** Where

(a) the Minister appoints police officers for a municipality under subsection (2)(a), and

(b) the municipality has a police service,

the Minister may prescribe that the remuneration of the police officers appointed under subsection (2)(a) be in accordance with any collective agreement that has been entered into in respect of that police service.

**(4)** The remuneration of police officers appointed by the Minister under subsection (2) and any other costs incurred under subsection (2) shall be paid by the municipality.

**(5)** If a municipality is in default of payment under subsection (4), the amount shall be paid by the Government and may be recovered by the Government by deducting the amount from any grant payable to the municipality or by an action in debt.

1988 cP-12.01 s30;1994 cG-8.5 s54

**Commission's responsibility**

**31(1)** Where a commission has been established, the commission shall, in the carrying out of its responsibilities, oversee the police service and for that purpose shall do the following:

(a) allocate the funds that are provided by the council;

(b) establish policies providing for efficient and effective policing;

(c) issue instructions, as necessary, to the chief of police in respect of the policies referred to in clause (b);

(d) ensure that sufficient persons are employed for the police service for the purposes of carrying out the functions of the police service.

**(2)** Every police officer

(a) is, after the establishment of a commission, subject to the jurisdiction of the commission, and

(b) shall obey the directions of the commission.

**(3)** Notwithstanding subsections (1) and (2), a commission shall not issue an instruction to a police officer other than to the chief of police.

**(4)** Where an employee other than a police officer is employed for the police service, the commission may release the employee from the police service subject to the provisions of any collective agreement that applies to that employee.

**(5)** Where a commission has been established, the council shall not, except as permitted under this Act or the *Police Officers Collective Bargaining Act*,

(a) perform any function or exercise any power in respect of the police service that the commission is empowered to perform or exercise, or

(b) issue any instructions to a police officer.

**(6)** The council is,

(a) for the purposes of the *Police Officers Collective Bargaining Act*, the employer of police officers, and

(b) for the purposes of the *Labour Relations Code*, the employer of persons other than police officers,

who are employed for the police service.

**(7)** The council is liable for any legal liability that is incurred by the commission.

1988 cP-12.01 s31

**Commission inquiry**

**32(1)** A commission may conduct an inquiry into any matter respecting the police service or the actions of any police officer or other person employed for the police service.

**(2)** A commission may designate from among its members a committee of one or more persons to conduct an inquiry under this section.

**(3)** Subject to subsection (5)(a), where more than one person is to conduct an inquiry under this section, the commission shall designate one of its members to act as the chair of the inquiry.

**(4)** Where a commission intends to conduct an inquiry under this section, it shall before commencing the inquiry advise the Minister of its intention to conduct the inquiry.

**(5)** The Lieutenant Governor in Council may by order appoint a person

(a) to act as the chair of the inquiry, or

(b) to conduct the inquiry on behalf of the commission.

**(6)** Where the Lieutenant Governor in Council makes an order under subsection (5)(b), the person so appointed shall, in the place of the commission or any committee of the commission, conduct the inquiry under this section on behalf of the commission.

**(7)** The persons conducting an inquiry under this section have, for the purpose of conducting that inquiry, all the powers of a commissioner under the *Public Inquiries Act*.

**(8)** Where, from the evidence before the inquiry, the chair of the inquiry is of the opinion that there is sufficient evidence that the actions of a specific police officer constitute or may constitute a contravention of the regulations governing the discipline or the performance of duty of police officers, the chair shall report that matter to the commission.

**(9)** On receiving a report under subsection (8), the commission shall proceed to have the actions of the specific police officer dealt with under Part 5.

**(10)** Notwithstanding that a report is made under subsection (8), the persons conducting the inquiry may proceed with the inquiry but shall not make any recommendations concerning the disposition under Part 5 of the matter in respect of which the report was made.

**(11)** When an inquiry is completed, the chair of the inquiry shall provide a written report of the findings of the inquiry and any recommendations

(a) to the commission, and

(b) to the Minister.

**(12)** The Board shall not commence an inquiry under section 17(1)(a) with respect to a matter that is the subject of an inquiry being conducted under this section until the inquiry under this section is completed.

**(13)** Where the Board is conducting an inquiry under section 17(1)(a), a commission shall not commence an inquiry under this section with respect to a matter that is the subject of the Board's inquiry until the Board's inquiry is completed.

**(14)** The expenses of an inquiry conducted under this section must, unless otherwise provided for by an order of the Lieutenant Governor in Council, be paid for by the council.

1988 cP-12.01 s32;1994 cG-8.5 s54

**Police officers serving outside their municipality**

**33(1)** The Minister may at any time with the consent of the chair of a commission of a police service that is established under section 24 or 27 direct a police officer of that police service to serve in any part of Alberta that is outside the boundaries of the area for which the commission is responsible.

**(2)** The commission shall be reimbursed by the Minister for the remuneration and expenses of any police officer providing services pursuant to a direction made under subsection (1).

1988 cP-12.01 s33;1994 cG-8.5 s54

## Part 4
## Police Officers

**Qualifications re police officers**

**34** To be eligible to be appointed as a police officer, other than a chief of police, a person must be a Canadian citizen or lawfully admitted to Canada for permanent residence and meet the other qualifications specified by the regulations and the commission.

RSA 2000 cP-17 s34;2006 cP-3.5 s38

**Qualifications re chiefs of police**

**35** To be eligible to be appointed as a chief of police of a police service established under section 24 or 27, a person must be a Canadian citizen and meet the other qualifications specified by the regulations and the commission.

1988 cP-12.01 s35

**Appointments of chiefs of police and police officers**

**36(1)** The commission shall, for a police service,

(a) appoint the chief of police, subject to subsection (1.1), and

(b) appoint police officers.

**(1.1)** The initial appointment of any individual as chief of police must be ratified by council.

**(2)** Notwithstanding subsection (1), the commission may delegate the power to appoint police officers other than a chief of police to the chief of police.

**(3)** Each police officer appointed under this section shall, before commencing his or her duties, take the oath set out in Schedule 3.

**(4)** Subject to the regulations, the commission may establish a probationary period of service for a person who is

(a) appointed to the police service as a police officer, or

(b) appointed to or promoted to a position or a higher rank within the police service.

RSA 2000 cP-17 s36;2005 31 s16

**Dismissals and lay-offs of police officers**

**37(1)** Police officers may, subject to Part 5, be dismissed by the chief of police for disciplinary reasons in accordance with the regulations.

**(2)** Notwithstanding the provisions of a collective agreement, the commission may terminate the services of a police officer for reasons other than disciplinary reasons.

**(3)** Where a collective agreement provides a process for terminating the services of a police officer for reasons other than disciplinary reasons, that process shall be used for terminating the services of a police officer under subsection (2).

**(4)** Sections 45 to 48 do not apply in respect of a police officer released from the police service under subsection (2).

1988 cP-12.01 s37

**Authority, duties and jurisdiction of police officers**

**38(1)** Every police officer is a peace officer and has the authority, responsibility and duty

(a) to perform all duties that are necessary

(i) to carry out the police officer's functions as a peace officer,

(ii) to encourage and assist the community in preventing crime,

(iii) to encourage and foster a co-operative relationship between the police service and the members of the community, and

(iv) to apprehend persons who may lawfully be taken into custody,

and

(b) to execute all warrants and perform all related duties and services.

**(2)** A police officer has jurisdiction throughout Alberta.

**(3)** Notwithstanding subsection (2), where a commission is established in respect of a police service, the commission may restrict the territorial jurisdiction of any police officer of that police service.

**(4)** Where the territorial jurisdiction of a police officer is restricted under subsection (3), that police officer may, notwithstanding that restriction, carry out the police officer's functions and exercise the police officer's powers beyond that jurisdiction if the police officer is in immediate pursuit of a person who the police officer has reasonable and probable grounds to believe has committed an offence against any law that the police officer is empowered to enforce.

1988 cP-12.01 s38

**Liability re municipal police services**

**39(1)** For the purposes of this section, "employee" means any civilian employee or any peace officer appointed under the *Peace Officer Act* employed for a police service established under section 24 or 27.

**(2)** The chief of police is liable in respect of a tort committed by a police officer or other employee as a master is liable for a tort committed by the master's servant in the course of the servant's employment, if

(a) the police officer or employee was under the direction and control of the chief at the time that the tort was committed, and

(b) the tort was committed in the performance or purported performance of the duties of the police officer or employee.

**(3)** The chief of police shall be treated for all purposes as a joint tort-feasor in respect of a tort referred to in subsection (2).

**(4)** The chief of police is liable for a tort committed by the chief in the performance or purported performance of the duties of the chief.

**(5)** The council, and not the chief of police, shall pay the following in respect of any action brought against the chief under this section:

(a) any damages and costs awarded against the chief;

(b) any costs incurred by the chief in respect of the action insofar as those costs are not recovered by the chief in the action;

(c) any sum payable under a settlement that is entered into by the council in respect of the action.

**(6)** Where damages and costs, or either of them, are awarded against a chief of police of a regional police service, each party to the agreement under which the regional police service is established is jointly and severally liable for any damages, costs or settlement referred to in subsection (5).

**(7)** For the purposes of this section, if the office of the chief of police is vacant, the police officer responsible for the direction and control of the police service shall be considered to be the chief of police.

**(8)** Where a civil legal action is brought against a police officer arising out of the performance of the police officer's duties, the municipality may in respect of that action indemnify the police officer, in whole or in part, for the following:

(a) any damages and costs, or either of them, awarded against the police officer;

(b) any costs incurred and not recovered by the police officer;

(c) any sum payable under a settlement.

RSA 2000 cP-17 s39;2006 cP-3.5 s38

**Liability re other persons**

**40(1)** For the purposes of this section, "employee" means any civilian employee or any peace officer appointed under the *Peace Officer Act* employed by a municipality to provide services for a police service that is providing policing services to the municipality under an agreement referred to in section 22.

**(2)** A municipality is liable in respect of a tort committed by an employee as a master is liable for a tort committed by the master's servant in the course of the servant's employment if the tort was committed in the performance or purported performance of the duties of the employee.

RSA 2000 cP-17 s40;2006 cP-3.5 s38

**Duties of chiefs of police**

**41(1)** The chief of police of a police service established under section 24 or 27 is responsible for the following:

(a) the preservation and maintenance of the public peace and the prevention of crime within the municipality;

(b) the maintenance of discipline and the performance of duty within the police service, subject to the regulations governing the discipline and the performance of duty of police officers;

(c) the day to day administration of the police service;

(d) the application of professional police procedures;

(e) the enforcement of policies made by the commission with respect to the police service.

**(2)** For the purposes of subsection (1), the chief of police shall issue orders and make directives as the chief of police considers necessary.

**(3)** The chief of police is accountable to the commission for the following:

(a) the operation of the police service;

(b) the manner in which the chief of police carries out the responsibilities under subsection (1);

(c) the administration of the finances and operations of the police service in keeping with the yearly plan or any amendments to it that the commission may make;

(d) the reporting to the commission of any information concerning the activities of the police service that the commission may request, other than information concerning individual investigations or intelligence files;

(e) the reporting to the commission of any complaint made against the police service or its members, the progress of any investigation or informal resolution process regarding the complaint, the reasons for any delays and the manner in which the complaint is resolved.

**(4)** A commission shall not issue an instruction under section 31(1)(c) that is inconsistent with the duties and responsibilities conferred on the chief of police under this section.

RSA 2000 cP-17 s41;2005 c31 s17

**42** Repealed 2006 cP-3.5 s38.

# Part 5
# Complaints and Discipline

### Complaints

**42.1(1)** Subject to subsection (2), a person may make a complaint respecting the conduct of a police officer.

**(2)** The following persons may make a complaint referred to in subsection (1):

(a) a person to whom the conduct complained of was directed;

(b) a person who was present at the time the incident occurred and witnessed the conduct complained of;

(c) an agent of a person referred to in clause (a);

(d) a person who

(i) was in a personal relationship with the person referred to in clause (a) at the time the incident occurred, and

(ii) suffered a loss, damage, distress, danger or inconvenience as a result of the conduct complained of.

**(3)** Any person may make a complaint in respect of a policy or service of a police service.

**(4)** A complaint must be made in writing and must include the following information:

(a) the full name of the complainant;

(b) the complainant's contact information, including the complainant's

(i) address,

(ii) telephone number,

(iii) cellular telephone number, if available, and

(iv) electronic mail address, if available;

(c) if the complaint is made by an agent of the complainant, the agent's full name and contact information;

(d) if the complaint is in respect of the conduct of a police officer,

(i) the date of the alleged conduct, if known,

(ii) the identification of the police officer, if known, and

(iii) a description of the incident that gave rise to the alleged conduct;

(e) if the complaint is in respect of a policy or service of a police service, sufficient information to identify the policy or service complained of;

(f) any other information requested by the chief of police, the officer in charge of a police service, the Public Complaint Director, the Regional Public Complaint Director or the Provincial Public Complaint Director;

(g) any other information prescribed in the regulations.

**(5)** A complaint may be transmitted by electronic mail.

**(6)** A complaint is considered to be made on the date it is received by the chief of police, the officer in charge of a police service, the Public Complaint Director, the Regional Public Complaint Director or the Provincial Public Complaint Director, as the case may be.

2010 c21 s11

**Bringing of complaints**

**43(1)** All complaints with respect to a police service or a police officer, other than the chief of police, shall be referred to the chief.

**(2)** All complaints with respect to the chief of police must be referred to the chair of the commission.

**(3)** Repealed 2010 c21 s12.

**(4)** On receipt of a complaint under subsection (1), the chief of police shall determine whether the complaint or a portion of the complaint is a complaint as to

(a) the policies of or the services provided by the police service, or

(b) the actions of a police officer.

**(5)** A complaint or that portion of the complaint that is a complaint

(a) as to the policies of or services provided by the police service shall be disposed of in accordance with section 44, and

(b) as to the actions of a police officer shall be disposed of in accordance with sections 45 to 48.

**(6)** Where the chief of police initiates a complaint with respect to a police officer, the chief shall deal with it in the same manner as if it were made by another person and referred to the chief under subsection (1).

**(7)** If, at any time before or during an investigation into a complaint under subsection (1), it appears to the chief of police that the complaint is clearly frivolous, vexatious or made in bad faith, the chief may recommend in writing to the commission that the complaint be dismissed.

**(8)** On consideration of the recommendation of the chief of police under subsection (7), and after reviewing the written complaint and making any inquiries the commission considers necessary, the commission may dismiss the complaint or direct the chief to deal with the complaint in accordance with this Part.

**(9)** If, at any time before or during an investigation into a complaint under subsection (2) or section 46(1), it appears to the commission that the complaint is clearly frivolous, vexatious or made in bad faith, the commission may dismiss the complaint.

**(9.1)** If a complainant under subsection (2) or section 46(1) refuses or fails to participate in an investigation, the commission may dismiss the complaint.

**(10)** Where a complaint is referred to the commission under section 44(1) and it appears to the commission at any time that the complaint is clearly frivolous, vexatious or made in bad faith, the commission may dismiss the complaint.

**(10.1)** If a complainant under section 44(1) refuses or fails to participate in an investigation, the commission may dismiss the complaint.

**(11)** The chief of police, with respect to a complaint referred under subsection (1), or the commission, with respect to a complaint referred under subsection (2) or section 46(1), shall dismiss any complaint that is made more than one year after

(a) the conduct complained of occurred, or

(b) the complainant first knew or ought to have known that the conduct complained of had occurred,

whichever occurs later.

**(12)** If the commission decides under subsection (8), (9), (9.1), (10) or (10.1) to dismiss a complaint, the commission shall notify the complainant and the police officer who is the subject of the complaint, if any, in writing of

(a) the decision and the reasons for the decision, and

(b) the right of the complainant, within 30 days of receiving the notice, to request

(i) the Board, with regard to a complaint or portion of a complaint as to the actions of a police officer or a chief of police, or

(ii) the commission, with regard to a complaint or portion of a complaint as to the policies of or services provided by a police service,

to review the decision.

**(13)** If the chief of police or the commission dismisses a complaint under subsection (11), the commission shall notify the complainant and the police officer who is the subject of the complaint, if any, of the decision in writing.

**(14)** A request by a complainant under subsection (12)(b) for review of a decision of the commission must be in writing and set out the complainant's reasons for requesting the review.

RSA 2000 cP-17 s43;2005 c31 s18;2010 c21 s12

**Informal resolution of complaint**

**43.1(0.1)** The chief of police or the chair of the commission shall, where appropriate, offer an alternative dispute resolution process to the complainant and the police officer who is the subject of the complaint prior to commencing a formal investigation of the complaint.

**(1)** At any time before or during an investigation into a complaint with respect to the actions of a police officer other than the chief of police, if the complainant and the police officer who is the subject of the complaint consent, the chief may attempt to resolve the complaint informally.

**(2)** At any time before or during an investigation into a complaint with respect to the actions of a chief of police, if the complainant and the chief consent, the chair of the commission may attempt to resolve the complaint informally.

2005 c31 s19; 2010 c21 s13

**Complaints re policies and services**

**44(1)** Where a complaint is a complaint as to the policies of or services provided by a police service, the chief of police shall review the matter, and

(a) take whatever action the chief considers appropriate, if any, or

(b) refer the matter to the commission for it to take whatever action it considers appropriate.

**(2)** On the disposition of a matter by the chief of police or the commission under subsection (1), the chief shall advise the complainant in writing

(a) as to the disposition of the matter in respect of which the complaint was made, and

(b) of the complainant's right to appeal the matter to the commission if the complainant is not satisfied with the disposition of the matter.

**(3)** Where a complaint is disposed of under subsection (1), the complainant may, within 30 days from the day the complainant was advised of the disposition of the complaint, appeal the disposition of the complaint to the commission.

**(4)** Where the disposition of a complaint is appealed to the commission under subsection (3), the commission shall

(a) review the matter, and

(b) take whatever action it considers appropriate, if any.

**(5)** Notwithstanding subsection (4), a commission may appoint a committee consisting of not fewer than 3 members of that commission to conduct appeals made to the commission under subsection (3).

**(6)** Where a committee of the commission finishes conducting an appeal under this section, it shall make a recommendation to the commission with respect to the disposition of the appeal.

**(7)** On reviewing the recommendation made under subsection (6), the commission shall take whatever action it considers appropriate, if any.

**(8)** The commission or, where a committee of the commission is conducting an appeal, the committee, may conduct a hearing into the matter being appealed.

**(9)** On disposing of an appeal, the commission shall advise the complainant in writing as to the disposition of the appeal.

**(10)** The chief of police shall make a report in writing to the commission of all complaints made as to the policies of or services provided by the police service and the disposition by the chief of the complaints.

**(11)** The chief of police, in the case of a complaint under this section, must advise the complainant in writing at least once every 45 days as to the status of the complaint.

**(12)** A copy of the document sent to the complainant under subsection (11) must be provided to the commission.

RSA 2000 cP-17 s44;2005 c31 s20

**Complaints re police officers**

**45(0.1)** For the purposes of this section and sections 46 and 46.1, "police service" includes the Royal Canadian Mounted Police and a regional, provincial or municipal police service established under an enactment of another province or territory.

**(1)** Where a complaint is a complaint as to the actions of a police officer other than the chief of police, subject to sections 43 and 43.1, the chief shall cause the complaint to be investigated.

**(2)** If, after causing the complaint to be investigated, the chief of police is of the opinion that the actions of a police officer may constitute

(a) an offence under an Act of the Parliament of Canada or the Legislature of Alberta, the chief shall refer the matter to the Minister of Justice and Solicitor General, or

(b) a contravention of the regulations governing the discipline or the performance of duty of police officers, the chief shall cause the matter to be proceeded with under subsection (3).

**(3)** Where the chief of police is of the opinion that the actions of a police officer constitute a contravention of the regulations governing the discipline or the performance of duty of police officers, the chief of police, or a person designated by the chief of police who, pursuant to the regulations, is eligible to serve as the presiding officer at a hearing, shall conduct a hearing into the matter as it relates to that contravention.

**(4)** Notwithstanding subsection (3), if the chief of police is of the opinion that the alleged contravention of the regulations governing the discipline or the performance of duty of police officers is not of

a serious nature, the chief may, subject to the regulations, dispose of the matter without conducting a hearing.

**(4.1)** Where the chief of police disposes of a matter under subsection (4), the decision of the chief of police is final.

**(5)** If a police officer is the subject of an investigation or hearing, the chief of police or the commission may request the chair of the commission to make arrangements for another police service to provide the necessary police officers to conduct the investigation, present the case or preside at the hearing, or perform any combination of those functions, as the case may be, if in the opinion of the chief of police or of the commission,

(a) there is not a police officer in the chief's police service who has sufficient rank and experience to carry out the functions, or

(b) it would be in the public interest to have one or more police officers of another police service carry out the functions.

**(6)** Where a police officer of another police service carries out any functions pursuant to arrangements made by the chair of the commission under subsection (5), that police officer has, for the purposes of carrying out those functions under subsections (1) to (4), the same powers as a chief of police.

**(7)** If a complaint is being investigated under this section, the chief of police must advise the complainant in writing at least once every 45 days as to the progress of the investigation.

**(8)** A copy of the document sent to the complainant under subsection (7) must be provided to the commission.

RSA 2000 cP-17 s45;2005 c31 s21;2010 c21 s14;
2013 c10 s34;2015 c12 s4

**Complaints re chiefs of police**

**46(1)** Where the chair of a commission receives a complaint as to the actions of the chief of police, subject to sections 43 and 43.1, the chair shall refer the complaint to the commission.

**(2)** If, after reviewing the complaint, the commission is of the opinion that the actions of the chief of police may constitute

(a) an offence under an Act of the Parliament of Canada or the Legislature of Alberta, or

(b) a contravention of the regulations governing the discipline or the performance of duty of police officers,

the chair of the commission shall request the Minister to request or direct another police service to investigate the complaint.

**(2.1)** If the Minister receives a request from the chair of the commission under subsection (2), the Minister may request or direct that another police service investigate the complaint.

**(2.2)** Where a chief of police or a police officer of another police service carries out an investigation pursuant to a request or direction made under subsection (2.1), that chief or police officer has, for the purposes of carrying out the investigation, the same powers as a chief of police.

**(3)** If the chief of police or the police officer in charge of the police service requested or directed under subsection (2.1) to carry out the investigation is of the opinion that the actions of the chief that are the subject of the investigation constitute

(a) an offence under an Act of the Parliament of Canada or the Legislature of Alberta, that chief or police officer shall

(i) refer the matter to the Minister of Justice and Solicitor General, and

(ii) advise the commission of that chief's or police officer's findings, unless the Minister of Justice and Solicitor General otherwise directs,

or

(b) a contravention of the regulations governing the discipline or the performance of duty of police officers, that chief or police officer shall refer the matter to the commission.

**(4)** Where a matter is referred to the commission under subsection (3)(b), the commission shall conduct a hearing into the matter as it relates to the contravention of the regulations governing the discipline or the performance of duty of police officers.

**(5)** Notwithstanding subsection (4), if the commission is of the opinion that the contravention of the regulations governing the discipline or the performance of duty of police officers is not of a serious nature, it may, subject to the regulations, dispose of the matter without conducting a hearing.

**(6)** The commission may appoint a lawyer to present to the commission the matter that is the subject of the complaint.

**(7)** If a complaint is being investigated under this section, the chair of the commission must advise the complainant in writing at least once every 45 days as to the progress of the investigation.

**(8)** A copy of the document sent to the complainant under subsection (7) must be provided to the Minister.

RSA 2000 cP-17 s46;2005 c31 s22;2013 c10 s34

**Serious incidents and complaints**

**46.1(1)** The chief of police shall as soon as practicable notify the commission and the Minister where

(a) an incident occurs involving serious injury to or the death of any person that may have resulted from the actions of a police officer, or

(b) a complaint is made alleging that

(i) serious injury to or the death of any person may have resulted from the actions of a police officer, or

(ii) there is any matter of a serious or sensitive nature related to the actions of a police officer.

**(2)** The Minister, when notified under subsection (1) of an incident or complaint or on the Minister's own initiative where the Minister becomes aware of an incident or complaint described in subsection (1), may do any one or more of the following:

(a) request or direct that another police service provide a police officer to assist and advise the police service investigating the incident or complaint;

(b) request or direct another police service to conduct an investigation into the incident or complaint, which may include taking over an ongoing investigation at any stage;

(c) appoint one or more members of the public as overseers to observe, monitor or review an investigation to ensure the integrity of the process of the investigation;

(d) in accordance with section 46.2, direct the head of an integrated investigative unit to conduct an investigation into the incident or complaint, which may include taking over an ongoing investigation at any stage.

**(3)** A chief of police or police officer acting under subsection (2)(a), (b) or (d) or a person appointed under subsection (2)(c) shall report as required to the Minister.

**(4)** If the chief of police or police officer in charge of the police service conducting an investigation under subsection (2)(b) or (d) is of the opinion that the actions of the police officer that are the subject of the investigation constitute

(a) an offence under an Act of the Parliament of Canada or the Legislature of Alberta, the chief or police officer shall

(i) refer the matter to the Minister of Justice and Solicitor General, and

(ii) advise the commission and the chief of police of the police service under investigation of the chief's or police officer's findings, unless the Minister of Justice and Solicitor General otherwise directs,

(b) a contravention of the regulations governing the discipline or performance of duty of police officers, the chief or police officer shall refer the matter to the chief of the police service under investigation where it concerns the actions of a police officer, or to the commission where it concerns the actions of the chief of police, to be dealt with in accordance with this Part,

(c) a matter of the policies of or services provided by the police service under investigation, the chief or police officer shall refer the matter to the commission.

**(5)** The Minister may authorize and provide for the payment of remuneration and expenses to a person appointed under subsection (2)(c).

**(6)** A chief of police or police officer of another police service who is assisting with an investigation under subsection (2)(a) or conducting an investigation under subsection (2)(b) or (d) has, for the purposes of assisting with or conducting that investigation, the same powers and duties as a chief of police.

**(7)** A chief of police or police officer of another police service referred to in subsection (6) must advise a complainant, if any, in writing at least once every 45 days as to the status of the complaint.

**(8)** A copy of the document sent to a complainant under subsection (7) must be provided to the commission.

**(9)** Where a chief of police or police officer of another police service carries out any functions pursuant to a request or direction made under subsection (2), that police officer may also be requested to present the case or preside at the hearing of the

complaint, and if so requested, that police officer has, for the purpose of carrying out those additional functions, the same powers as a chief of police.

**(10)** The Minister may delegate in writing the Minister's powers, functions and responsibilities under this section to the Director of Law Enforcement.

**(11)** The costs and expenses that result from

(a) a request or direction made by the Minister under subsection (2)(a), (b) or (d) shall be borne by the police service that is the subject of the investigation, unless otherwise directed by the Minister, and

(b) an appointment by the Minister under subsection (2)(c) shall be borne by the Government of Alberta.

2005 c31 s23;2005 c43 s8;2007 c6 s2;2013 c10 s34

**Integrated investigative unit**

**46.2(1)** The Minister may by order establish an integrated investigative unit and authorize it to act as another police service for the purposes of conducting an investigation under section 46.1.

**(2)** The Minister may

(a) designate a person as head of the integrated investigative unit, and

(b) appoint peace officers appointed under the *Peace Officer Act* as investigators under the authority of the head of the integrated investigative unit.

**(3)** Subject to the terms of the Minister's authorization under subsection (1), the head of the integrated investigative unit is deemed to be a chief of police, and any person acting as an investigator is deemed to be a police officer, for the purposes of section 46.1(3), (4), (6), (7) and (8).

**(4)** Where the head of the integrated investigative unit is conducting an investigation under section 46.1(2)(d) and becomes aware of a further incident that warrants investigating, the head of the integrated investigative unit may, on his or her own initiative, conduct an investigation into that further incident, which may include taking over an ongoing investigation at any stage.

**(5)** Where the head of the integrated investigative unit intends to conduct an investigation into a further incident in accordance with subsection (4), the head of the integrated investigative unit shall notify the Director as soon as possible.

2007 c6 ss3,6;2010 c21 s15

**Conduct of hearing**

**47(1)** Where a hearing is proceeded with under section 45(3) or 46(4), the following applies:

(a) a notice in writing of the time, place and purpose of the hearing shall be served on the person who is the subject of the hearing at least 10 days before the commencement of the hearing;

(b) a notice in writing of the time, place and purpose of the hearing shall be served at least 10 days before the commencement of the hearing on any other person, in addition to the person referred to in clause (a), as the person conducting the hearing directs;

(c) the person conducting the hearing has, with respect to the holding of a hearing, the same power as is vested in the Court of Queen's Bench for the trial of civil actions

(i) to summon and enforce the attendance of witnesses,

(ii) to compel witnesses to give evidence on oath or otherwise, and

(iii) to compel witnesses to produce documents, records and things;

(d) if a person fails to attend, to answer questions or to produce an item as required under clause (c), the person conducting the hearing may apply to the Court of Queen's Bench for an order committing that person for contempt in the same manner as if that person were in breach of an order or judgment of that Court;

(d.1) if a complainant fails to attend, to answer questions or to produce an item as required under clause (c) or refuses to participate or to follow processes or conducts himself or herself in an inappropriate manner, the person conducting the hearing may dismiss the matter;

(d.2) if a witness fails to attend or to answer questions or refuses to participate or to follow processes or conducts himself or herself in an inappropriate manner, the person conducting

the hearing may dismiss the witness and continue with the hearing;

(e) the person conducting the hearing may receive any evidence presented that the person considers relevant to the matter being heard and is not bound by the rules of law respecting evidence applicable to judicial proceedings;

(f) repealed 2005 c43 s9;

(g) all oral evidence received shall be taken down in writing or recorded by electronic means;

(h) all the evidence taken down in writing or recorded by electronic means and all documentary evidence and things received in evidence at a hearing form the record of the proceeding;

(i) the person conducting the hearing may from time to time adjourn the hearing;

(j) the person in respect of whom the complaint is made is entitled

(i) to appear before the person conducting the hearing,

(ii) to make representations to the person conducting the hearing, and

(iii) to be represented by a lawyer or an agent;

(k) a witness, other than one employed for a police service, attending a hearing is entitled to the same fees and allowances as a witness summoned to attend at the Provincial Court unless otherwise provided for by a regulation made under this Act.

**(2)** Notwithstanding that the actions of a police officer have been referred to the Minister of Justice and Solicitor General under section 45(2)(a) or 46(3)(a), if the person who referred the matter to the Minister of Justice and Solicitor General is of the opinion that those actions also constitute a contravention of the regulations governing the discipline or the performance of duty of police officers, the matter as it relates to that contravention shall be proceeded with under section 45(3) or 46(4), as the case may be, unless the Minister of Justice and Solicitor General otherwise directs.

**(3)** Notwithstanding section 45(3) or 46(4), where a matter that is referred to the Minister of Justice and Solicitor General under

section 45(2)(a) or 46(3)(a) is also to be proceeded with under section 45(3) or 46(4), the hearing of the matter under section 45(3) or 46(4) may be deferred until the proceedings respecting the offence are concluded.

**(4)** On considering a matter that is the subject of a complaint,

(a) the chief of police or the chief's designate, in the case of a complaint under section 45, or

(b) the commission, in the case of a complaint under section 46,

may dismiss the matter or, subject to the regulations, take any action against the person in respect of whom the complaint is made that

(c) the chief of police or the chief's designate, in the case of a complaint under section 45, or

(d) the commission, in the case of a complaint under section 46,

considers proper in the circumstances.

**(5)** On making a decision after considering the matter in respect of which a complaint is made,

(a) the chief of police, in the case of a complaint under section 45, or

(b) the commission, in the case of a complaint under section 46,

shall in writing advise the person against whom the complaint is made and the complainant

(c) of the findings of the hearing and any action taken or to be taken under subsection (4), or

(d) where a hearing is not held, of the disposition of the complaint and the grounds on which the disposition was made,

and of the right of appeal provided for under this Act.

RSA 2000 cP-17 s47;2005 c43 s9;2010 c21 s16;2013 c10 s34

**Application**

**47.1** The amendments to section 47 made by the *Police Amendment Act, 2005 (No. 2)* apply only to hearings that commence after the coming into force of that Act.

2005 c43 s10

**Appeals to the Board**

**48(1)** Where a chief of police or another police officer in respect of whom a complaint is made feels aggrieved by the findings or any action taken against the chief or police officer under section 47(4), the chief or police officer may, within 30 days from the day the chief or police officer was advised under section 47(5) of the findings and any action taken, appeal the matter to the Board by filing with the secretary to the Board a written notice of appeal setting out the grounds on which the appeal is based.

**(2)** If a complaint has been made, the complainant may, within 30 days from the day the complainant was advised under section 47(5) of the determination of the complaint, appeal the matter to the Board by filing with the secretary to the Board a written notice of appeal setting out the grounds on which the appeal is based.

RSA 2000 cP-17 s48;2010 c21 s17

**Complaints re RCMP**

**49** Notwithstanding sections 43 to 48 and subject to any agreement entered into between the Government of Canada and the Government of Alberta or a municipality, as the case may be, any complaints in Alberta with respect to members of the Royal Canadian Mounted Police shall be resolved in accordance with the laws governing complaints and discipline within the Royal Canadian Mounted Police.

1988 cP-12.01 s49;1995 c23 s17

**50** Repealed 2006 cP-3.5 s38.

**Use of evidence**

**51** Where a police officer or peace officer appointed under the *Peace Officer Act* gives evidence during

(a) a hearing under this Act, or

(b) an appeal under this Act arising out of a hearing referred to in clause (a),

that evidence, or an explanatory report made to an investigator on a voluntary or involuntary basis by a police officer in respect of whom an investigation is being carried out, if it tends to incriminate him or her, subject him or her to punishment or establish his or her liability, shall not be used or received against the police officer or peace officer appointed under the *Peace Officer Act* in any civil proceeding or in any proceeding under any other Act, except in a prosecution for or proceedings in respect of perjury or the giving of contradictory evidence.

RSA 2000 cP-17 s51;2005 c31 s24;
2006 cP-3.5 s38;2010 c21 s18

**Report of complaints**

**52** A police service shall, in respect of a complaint made under section 44, 45 or 46.1, and the commission shall, in respect of a complaint made under section 46, at the end of the month in which the complaint is made or within a longer period of time as prescribed by the Director of Law Enforcement, advise the Director of the complaint and, after the disposition of the complaint, advise the Director as to how the complaint was disposed of and provide any other information respecting the investigation requested by the Director in a manner acceptable to and within a time period specified by the Director.

RSA 2000 cP-17 s52;2005 c31 s25;2006 cP-3.5 s38;
2010 c21 s19;2015 c12 s4

**Validation of hearings under Part 5**

**52.1** Despite any decision of a court to the contrary made before or after the coming into force of this section,

(a) a hearing conducted under this Part,

(b) a decision made pursuant to a hearing conducted under this Part, and

(c) everything done in respect of a hearing conducted under this Part

by a former police officer or a former member of the judiciary, including a former judge of the Court of Queen's Bench or the Provincial Court, on or after May 1, 2011 and before the coming into force of this section, is not invalid by reason of the presiding officer conducting the hearing being a former police officer or a former member of the judiciary, including a former judge of the Court of Queen's Bench or the Provincial Court.

2015 c12 s4

# Part 6
# General

**Lock-ups**

**53(1)** A municipality that

(a) has established a police service under section 27, or

(b) receives policing services under an agreement made pursuant to section 22,

shall make provision for an adequate lock-up facility.

**(2)** If a municipality maintains a lock-up facility under subsection (1), that lock-up facility shall be under the direction and control of the police service unless the Minister by order directs otherwise.

**(3)** If a peace officer appointed under the *Peace Officer Act* or a person employed by a municipality to enforce bylaws requires the use of a lock-up facility, the peace officer appointed under the *Peace Officer Act* or person shall use the lock-up facility operated by a police service or in accordance with an order of the Minister under subsection (2).

**(4)** Where a regional police service is established, the agreement entered into under section 24 shall include provision for a lock-up facility to meet the needs of each of the participating municipalities.

RSA 2000 cP-17 s53;2006 cP-3.5 s38;2007 c6 s4

**Impersonating a police officer**

**54(1)** No person shall, unless the person is appointed as a police officer under this Act or pursuant to an Act of the Parliament of Canada,

(a) hold out that the person is a police officer, or

(b) display the word "police" either alone, as part of a word or in conjunction with any other words, on a uniform, an insignia, a vehicle marking or another sign or symbol where the display of the word "police" might mislead the public or a member of the public into believing that the person displaying the word or causing the word to be displayed

(i) is a member of a police service, or

(ii) is empowered to exercise the powers of a police officer or powers that are similar to the powers of a police officer.

**(2)** If the Minister or the Minister's designate is of the opinion that the uniform, insignia, vehicle markings or other signs or symbols employed by a person or organization are so similar to those used by a police service that the public or a member of the public might be misled, the Minister or the Minister's designate may, by order in writing served on that person or organization, require the person or organization to desist from the use of that uniform or insignia or those markings, signs or symbols.

1988 cP-12.01 s54;1994 cG-8.5 s54

### Uniforms and insignia

**55** A member of a municipal police service or a regional police service shall wear only the uniform and insignia approved by the commission.

1988 cP-12.01 s55

### Application to Court

**56(1)** Whether or not a person is prosecuted under this Act, if the Minister or the Minister's designate is of the opinion that a person is or was contravening section 54(1) or an order made under section 54(2), the Minister or the Minister's designate may apply to the Court of Queen's Bench for an order directing that person to cease and desist from contravening section 54(1) or the order made under section 54(2), as the case may be.

**(2)** Repealed 2009 c53 s135.

**(3)** On the filing of an application with the clerk of the Court, the Court may, if it considers it necessary in the circumstances, make an interim order granting any relief that the Court considers appropriate pending the determination of the application.

**(4)** An interim order under subsection (3) may be made ex parte if the Court considers it appropriate in the circumstances.

**(5)** On hearing an application the Court may, if it is of the opinion that the person is or was contravening section 54(1) or an order made under section 54(2), grant an order, subject to any terms and conditions the Court considers appropriate in the circumstances, doing one or more of the following:

(a) directing the person to cease and desist from contravening section 54(1) or the order made under section 54(2), as the case may be;

(b) giving directions that the Court considers necessary in order to ensure that section 54(1) or an order made under section 54(2), as the case may be, will be complied with;

(c) awarding costs in respect of the matter.

RSA 2000 cP-17 s56;2009 c53 s135

**General penalty**

**57** Any person who contravenes section 54(1) or fails to comply with an order made under section 54(2) is guilty of an offence and liable to a fine not greater than $10 000 or to a term of imprisonment not exceeding 6 months or to both fine and imprisonment.

1988 cP-12.01 s57

**Service of documents**

**58** In addition to any method of service permitted by law, any notice or document respecting matters coming under this Act may be served

(a) by personal service, or

(b) by registered mail sent

(i) to the Chair of or secretary to the Board, in the case of a notice or document sent to the Board, or

(ii) to the latest address of the person on whom the notice or document is to be served as shown on the records of the person issuing the notice or document, in a case other than that referred to in subclause (i).

1988 cP-12.01 s58

**Bylaws and resolutions**

**59(1)** For the purposes of this Act, a council, other than the Minister responsible for the *Municipal Government Act* or the *Special Areas Act*, may exercise and perform its powers and duties under this Act by bylaw.

**(2)** Notwithstanding subsection (1), a council may exercise its powers under section 28(2)(b) by resolution.

1988 cP-12.01 s59

**Police Officers Collective Bargaining Act**

**60** None of the matters referred to in sections 16, 20, 31, 37(1), 41 and 43 to 48 shall be the subject of a collective agreement referred to in the *Police Officers Collective Bargaining Act*.

1988 cP-12.01 s60

**Commissioned officers**

**60.1(1)** Each year a commission under the Great Seal of the Province shall be issued to each police officer who, in the year in which the commission is issued, was first appointed to any one of the following ranks:

(a) inspector;

(b) superintendent;

(c) deputy chief of police;

(d) chief of police.

**(2)** In the case of a police officer who on the day this section comes into force holds a rank referred to in subsection (1), the Lieutenant Governor in Council, on the recommendation of the Minister, shall authorize the issue of a commission under the Great Seal of the Province to the police officer if,

(a) in the case of a police officer other than a chief of police, the Minister receives written confirmation from the chief of police of the police service in which the police officer serves that the police officer holds that rank;

(b) in the case of a chief of police, the Minister receives written confirmation from the commission of the police service in which the chief of police serves that the chief of police holds that rank.

**(3)** The Lieutenant Governor in Council may authorize the revocation of a commission issued under subsection (1) or (2) if the Lieutenant Governor in Council considers it appropriate to do so.

2013 c23 s10;2016 c23 s5

**Lieutenant Governor in Council regulations**

**61(1)** The Lieutenant Governor in Council may make regulations

(a) prescribing rates of fees, remuneration and subsistence and travel allowances payable under this Act or the regulations;

(b) governing fees and expenses for witnesses attending a proceeding under this Act, including specifying to whom and the circumstances in which such fees and expenses may be paid and prescribing rates of fees and expenses payable to witnesses who qualify under the regulations;

(c) governing, subject to this Act, the training of police commissions and municipal policing committees, and the responsibility and duties of police commissions and municipal policing committees;

(d) governing, subject to this Act, the establishment and operation of police services;

(e) governing probationary periods of service for police officers, chiefs of police and civilian employees of a police service;

(f) governing, subject to this Act, the appointment, employment, qualifications, training, duties, discipline and performance of duty of police officers;

(g) governing investigations, including investigations by another police service or an integrated investigative unit of police officers;

(g.01) governing the conduct of hearings generally, including which persons may serve as a presiding officer at a hearing under Part 5;

(g.1) governing the establishment and operation of integrated investigative units;

(h) governing, subject to this Act, action that may be taken against police officers;

(i) repealed 2006 cP-3.5 s38;

(j) governing, subject to this Act,

(i) regional police services, and

(ii) policing services provided pursuant to an agreement made under section 22(3);

(k) governing lock-up facilities;

(l) subject to section 16(a), governing the powers of the Board under this Act or the *Peace Officer Act*.

**(2)** A regulation made under this section may be general or specific in its application.

**(3)** Subsection (1)(e) to (h) do not apply to the Royal Canadian Mounted Police.

RSA 2000 cP-17 s61;2005 c43 s11;2006 cP-3.5 s38; 2007 c6 s5;2015 c12 s4

**Ministerial regulations**

**62(1)** The Minister may make regulations

(a) governing for the purposes of section 22 the sharing of costs of provincial policing services;

(b) prescribing colour and style of uniforms, accoutrements and insignia for police officers;

(c) governing clothing and equipment furnished to or used by police officers;

(d) governing firearms with respect to police officers;

(e) governing the providing of information to the Director of Law Enforcement under section 52 and the release of that information by the Director;

(f) prescribing the information and statistical data to be kept and reported to the Minister by commissions, policing committees and police services;

(g) governing the establishment of standards for police services, police commissions and policing committees;

(h) prescribing factors to be considered by the Board in deciding whether an appeal may be concluded under section 19.2(1)(b) without conducting a hearing;

(i) for the purposes of section 42.1(4)(g), prescribing information that must be included in a complaint.

**(2)** Where the Minister enters into an arrangement or an agreement referred to in section 5(1), the Minister may make regulations

(a) exempting the arrangement or the agreement from any provision of this Act or the regulations;

(b) exempting policing services that are provided under the arrangement or the agreement from any provision of this Act or the regulations;

(c) modifying any provision of this Act or the regulations for the purpose of applying the provision to

(i) the arrangement or the agreement, or

(ii) the policing services provided under the arrangement or the agreement;

(d) governing any matter not referred to in clauses (a) to (c) respecting

(i) the arrangement or the agreement, or

(ii) the policing services provided under the arrangement or the agreement.

**(3)** A regulation made under this section may be general or specific in its application.

RSA 2000 cP-17 s62;2005 c31 s26;2005 c43 s12; 2006 cP-3.5 s38;2010 c21 s20

**Transitional**

**63(1)** In this section, "former Act" means the *Police Act*, RSA 1980 cP-12.

**(2)** Any person who, immediately before July 27, 1988, was

(a) a police officer in a municipal police force under the former Act continues as a police officer in the municipal police service under this Act,

(b) a peace officer in a municipal police force under the former Act continues as a peace officer in the municipal police service under this Act,

(c) a chief of police of a municipal police force under the former Act continues as the chief of police of the municipal police service under this Act.

**(3)** Any reference to a municipal police force in any order, regulation or statute is deemed to be also a reference to a municipal police service.

1988 cP-12.01 s67

## Schedule 1

## Oath of Office

## (Members of Police Commissions)

I, _____, swear that I will diligently, faithfully and to the best of my ability execute according to law the office of a member of the _____ Police Commission and will not, except in the discharge of my duties, disclose to any person any matter or evidence brought before me as a member of the _____ Police Commission, so help me God.

Sworn before me in the _____ of _____, in the Province of Alberta, this ____ day of _____

_____
(Commissioner for Oaths in and for the Province of Alberta)

_____
Signature

## Schedule 2

### Oath of Office

### (Members of Policing Committees)

I, _____, swear that I will diligently, faithfully and to the best of my ability execute according to law the office of a member of the _____ Policing Committee and will not, except in the discharge of my duties, disclose to any person any matter or evidence brought before me as a member of the _____ Policing Committee, so help me God.

Sworn before me in the _____ of _____, in the Province of Alberta, this ____ day of _____

_____
(Commissioner for Oaths in and for the Province of Alberta)

_____
Signature

## Schedule 3

### Oath of Allegiance and Office

### (Police Officers and Other Peace Officers)

I, _____, swear that I will be faithful and bear true allegiance to Her Majesty Queen Elizabeth the Second, her heirs and successors, according to law, in the office of _____ for the _____ of _____ and that I will diligently, faithfully and to the best of my ability execute according to law the office of _____, and will not, except in the discharge of my duties, disclose to any person any matter or evidence that may come to my notice through my tenure in this office, so help me God.

Sworn before me in the _____ of _____, in the Province of Alberta, this ____ day of _____

_____
(Commissioner for Oaths in and for the Province of Alberta)

_____
Signature

**BEING A BYLAW OF THE TOWN OF BLACKFALDS IN THE PROVINCE OF ALBERTA TO ESTABLISH A MUNICIPAL POLICING COMMITTEE**

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 establishing a Municipal Policing Committee.

**WHEREAS,** the *Municipal Government Act,* RSA 2000, c.M-26 and regulations as amended, provide that Council may pass bylaws in relation to services provided by or on behalf of the municipality.

**WHEREAS,** the *Police Act,* RSA 2000, c-P-17 and regulations as amended, provide that a municipality which has entered into an Agreement with the Government of Canada for the provision of police services through the Royal Canadian Mounted Police, may by Bylaw, establish a Municipal Policing Committee

**WHEREAS,** the Council of the Town of Blackfalds, in the Province of Alberta, deems it advisable to establish a Municipal Policing Committee to advise them of policing matters.

**WHEREAS,** the Council, by the Bylaw, shall prescribe the rules and regulations governing proceedings and meetings of the Committee.

**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 **"Municipal Policing Committee Bylaw".**

**PART 2 - DEFINITIONS**

2.1 In this Bylaw:

a) **"Act"** means the *Police Act,* RSA 2000, c P-17 and regulations thereto.

b) **"Agreement"** means the agreement between the municipality, the Town, and the Government of Canada for the provision of police services for the municipality.

c) **"Bylaw"** means the Police Committee Bylaw, as amended from time to time.

d) **"Chair"** means the individual elected to preside over meetings, as per

e) **"Chief Administrative Officer"** means the individual appointed by Council to the position as per the *Municipal Government Act.*

**f) "Chief Elected Official"** means the Mayor of the Town of Blackfalds.

g) **"Committee"** means the Blackfalds Municipal Policing Committee.

h) **"Council"** means the duly elected Council of the Town of Blackfalds and includes the Mayor and all Councillors.

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## PART 3 - DUTIES AND RESPONSIBILITIES

3.1 The overall objective of the Policing Committee is to act as a liaison between the Town Council, the RCMP detachment, Municipal Enforcement and the citizens of Blackfalds, fostering responsible community action towards the creation of a safe, secure community. The Committee shall endeavour to do this by encouraging an environment which allows for public concerns to be addressed by all affected parties. The Policing Committee shall have the following duties:

3.2 Representing the interests and concerns of the public and Council to the Officer in Charge.

3.3 In consultation with the Officer in Charge, develop a yearly plan of priorities and strategies for municipal policing and advise Council on the annual RCMP Goals and Priorities.

3.4 Assisting in the selection of the Officer in Charge.

3.5 Support the RCMP in integrated community safety planning.

3.6 Make recommendations to Council relating to policing matters or relevant community issues on its own initiative or upon request of Council.

3.7 Report annually or on request to the Minister on the implementation of and updates to programs and services to achieve the priorities of the police service.

3.8 Preparing annually a budget to be presented to Council outlining the expenses related to the operation of the Committee.

3.9 Developing a community safety plan in conjunction with the local police detachment, including a plan for collaboration between the community and community agencies, and providing the community safety plan annually, or on request, to the Minister.

3.1 O Recommend to Council the appointment of a Public Complaints Director.

3.11 Meeting quarterly, at a minimum, but as often as is required to carry on the business of the Committee.

3.12 Meeting times are to be posted on the Town website, meetings are to be open to the public and meeting minutes are to be available for viewing.

## PART 4 - COMPOSITION OF THE COMMITTEE

4.1 The Committee shall be comprised of seven (7) voting members who shall be appointed by resolution of Council as follows:

a) Five (5) citizens residing within the Town of Blackfalds, one of whom may be a student between the ages of sixteen and eighteen.

b) Two (2) Town of Blackfalds Council members.

4.3 The Officer in Charge of the Blackfalds RCMP, or their delegate, shall attend the Committee meetings in an advisory, non-voting capacity.

**PART 5. MEMBERSHIP**

5.1 A member of the Policing Committee shall not be a full-time member of the Policing Committee.

5.2 Each member from the public at large shall be appointed to the Committee for a term of three (3) years, or two (2) but not less than two, whichever Council deems appropriate, commencing at Council's annual Organizational meeting, unless they are appointed to complete the term of another member who resigns before their term is up.

5.3 Members shall remain in office until their respective successors are appointed.

5.4 Where a member ceases to be a member of the Committee before the expiration of their term, Council may appoint another eligible person for the unexpired portion of the term.

5.5 The term of office of a Member appointed to the Policing Committee shall be.

5.5.1 three (3) years, or

5.5.2 a term of less than three (3) years, but not less than two (2) years.

5.6 A Member shall not exceed 10 consecutive years serving as a Member of the Policing Committee.

5.7 All Members of the Policing Committee must pass an enhanced security check.

5.8 The appointment of a Member to the Policing Committee may not be revoked by Council except for cause.

5.9 If a person who is also a Member of Council is also appointed to the Policing Committee, that person's appointment with the Policing Committee terminates on that person ceasing to be a member of Council.

5.10 The Members of the Policing Committee shall, at their first meeting each year, elect from their members a Chair and one or more vice chairs.

5.11 A member who is a Chief Elected Official is not eligible to be elected as Chair or vice chair of the Municipal Policing Committee.

5.12 All Members of the Municipal Policing Committee shall take an oath as set out in Schedule 2 of the Act.

**PART 6 • MINISTERIAL APPOINTMENTS "[0 THE POLICING COMMITTEE**

6.1 If the Municipal Policing Committee consists of:

6.1.1 Three (3) Members: The Minister may appoint one member to the Committee; or

6.1.2 Four (4) to Six (6) Members: The Minister may appoint two (2) Members to the Committee; or

7.1.2 Ceases to be a resident of the Town.

7.1.3 Is hired in a full-time, permanent capacity with the Town Bylaw Enforcement Service or the RCMP; or

7.1.4 Is convicted of a crime punishable by indictment.

**PART 8 - OFFICERS OF THE COMMITTEE**

8.1 The Chair and vice chair of the Committee shall be elected from amongst its members at the first regular meeting of each year.

8.2 All members of the Committee shall vote on every motion, including the Chair (subject to Section 12.1).

8.3 The Chief Administrative Officer, or their designate, shall attend all Committee meetings and ensure that the minutes are prepared and submitted to the Committee for approval at the next meeting. A copy of these minutes shall then be forwarded to Council.

**PART 9 - MEETINGS**

9.1 The Committee shall hold regular meetings at a frequency to be determined from time to time by the Committee, but not less than four (4) meetings per year.

9.2 Special meetings may be called by the Chair or, in their absence, the Vice-Chair, by providing the members with 24-hour notice. The Committee may, by unanimous consent, waive notice of a special meeting at any time if every member of the Committee is present.

9.3 Four (4) voting members of the Committee at a meeting shall constitute a quorum.

9.4 The Committee shall be governed by the Procedural Bylaw.

9.5 An agenda shall be prepared by the Chief Administrative or designate, in consultation with the Chair, or in his absence, the Vice-Chair, and circulated to the members prior to each Policing Committee meeting.

9.6 Each member, including the Chair, shall have one vote. Motions shall only be carried upon receiving a majority of votes. In the event of a tie vote, a motion will be deemed to be defeated.

9.7 Meetings of the Policing Committee shall be open to the public, but all matters relating to the personnel, conduct and contracts with the Royal Canadian Mounted Police and security of police operations shall be conducted in private or closed meetings.

9.8 The Policing Committee shall make reports to Council on matters of public concern as the Policing Committee deems are in the public interest. The Policing Committee shall also report to Council on any matter when requested to do so by resolution of Council.

**PART 10 - SUB COMMITTEES**

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**PART 12 - CONFLICT OF INTEREST**

12.1 No member shall participate in any discussion nor vote upon any matter that may involve a pecuniary interest of the type referred to in Division 6 of the *Municipal Government Act,* being Chapter M-26, R.S.A. 2000, as amended.

**PART 13 - REPEAL**

13.1 That Bylaw 1125/11 and any amendments thereto are hereby repealed upon this Bylaw coming into effect.

**PART 14 - DATE OF FORCE**

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

READ for the first time this 14th day of October, A.O. 2025.

**(RES. 269/25)**

-Original Signed-
**MAYOR JAMIE HOOVER**

-Original Signed-
**CAO KIM ISAAK**

READ for the second time this 14th day of October, A.O. 2025.

**(RES. 270/25)**

-Original Signed-
**MAYOR JAMIE HOOVER**

-Original Signed-
**CAO KIM ISAAK**

READ for the third time this 14th day of October, A.O. 2025.

**(RES. 272/25)**

-Original Signed-
**MAYOR JAMIE HOOVER**

-Original Signed-
**CAO KIM ISAAK**

| | |
|---|---|
| **Policy No.:** 128/16<br>**Policy Title:** Code of Conduct and Ethics for Municipal Employees<br>**Department:** Office of the CAO<br>**Council Approval:** 2016 11 22<br>**Reviewed:**<br>**Revised:**<br>**Supersedes Policy/Bylaw:** HRP 3:00 Schedule A | **M# 306/16** **Date: 2016 11 22** |

## 1. Policy Statement

1.1 This Code of Conduct policy and procedure establishes standards of conduct for municipal employees. These standards require employees to demonstrate ethics, integrity and professionalism in the conduct, so that the public trust in the Town of Blackfalds (the "Municipality) is not compromised.

## 2. Reason for Policy

2.1 The code of conduct policy and procedure is intended to ensure that employees share a common baseline standard of acceptable conduct when acting on behalf of the Municipality, and at all time, as responsible stewards and representatives of the Municipality. This policy and procedure brings together many principles contained in various other municipal policies, procedures and directives relating to employee conduct. This policy and procedure is a high level guide for employee behaviour and is not intended to be inclusive or all-encompassing of every situation.

## 3. Related Information

3.1 See Procedure - "References"
3.2 Out of Scope - Personal Policy Handbook

## 4. Definitions

4.1 **Conduct:** the manner in which one behaves in the workplace, and in some cases, outside of the workplace.

4.2 **Conflict of Interest:** where the independence or impartiality of an employee decisions or actions re impaired or may be perceived to be impaired because of outside employment, political, business or family interests, or because of the position that they hold with the Municipality. Potential conflicts of interest may include, but are not limited to, any relationships, transactions, positions held (volunteer/business or otherwise), or circumstances which could contribute to or create a real, perceived or potential conflict between Municipal business and the personal interest of the employee.

4.3 **Council:** Elected Officials (Mayor and Council) as defined in the *Municipal Government Act* (MGA).

4.4 **Discrimination:** is the denial of individual rights and freedoms in a manner which contravenes the *Alberla Human Rights Act.* Discrimination under this act may include that of which is based on race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, sexual orientation, and source of income or family status.

4.5 **Employee:** an individual employed by the Municipality to perform duties or tasks in exchange for compensation.

4.6 **Harassment:** includes, but is not limited to, either a 'one-time' incident or 'continuous' series of incidents which annoy, bully, harm, abuse, torment, pester, embarrass or persecute and that unreasonably interfere with the ability of an employee to perform their duties.

4.7 **Municipal Property:** includes anything belonging to the Municipality. This includes items, services, information and resources which are the property of the Municipality including, but not limited to: time, finances, vehicles, facilities, technology, tools, supplies, equipment, furniture, land, intellectual property and other assets.

4.8 **Workplace:** any location, including a vehicle or powered mobile equipment, where a worker is engaged in his/her occupation. This may include a social function, training and conferences, while on travel status, at restaurants, hotels or meeting facilities being used for business purposes or during telephone, email or other communications.

## 5. Responsibilities

5.1 Municipal Council to:

5.1.1 Approve by resolution this policy and any amendments.

5.1.2 Consider the allocation of resources for successful implementation of this policy in the annual budget process.

5.2 Chief Administrative Officer to:

5.2.1 Implement this policy and approve procedures.

5.2.2 Ensure policy and procedure reviews occur and verify the implementation of policies and procedures.

5.3 Director of the Department to:

5.3.1 Ensure implementation of this policy and procedure.

5.3.2 Ensure that this policy and procedure is reviewed every three years.

5.3.3 Make recommendations to the Chief Administrative Officer of necessary policy or procedure amendments.

5.4 Manager to:

5.4.1 Understand, and adhere to this policy and procedure.

5.4.2 Ensure employees are aware of this policy and procedure and communicate a clear expectation that employees must at all times comply with this policy and procedure.

5.5 All Employees to:

5.5.1 Understand and adhere to this policy and procedure.

## 6. Exclusions

6.1 None

## 7. Special Situations

7.1 None

## 8. Appendix

8.1 None

## 9. End of Policy

**PROCEDURE**

| | |
|---|---|
| **Policy No.: 128/16**<br><br>**Policy Title: Code of Conduct and Ethics for Municipal Employees**<br><br>**Department: Office of the CAO** | |

## 1. General Procedures

1.1 Principles of Conduct

1.1.1 Employees shall in the course of their duties are expected to uphold the laws, regulations and policies governing the Municipality, and shall not in any way, directly or indirectly, be party to their breach or subversion.

1.1.2 Employees of the Municipality are expected to comply with all laws and regulations while off duty.

1.1.3 Public Interest shall be an employee's primary concern. Personal interests shall not influence the performance of an employee's duties and shall be managed in accordance with the Town "Conflicts of Interest Policy HR-OS 15:00".

1.1.4 Employees shall maintain professionalism and act with integrity, impartiality and courtesy toward Council, the public, co-workers and any individual they may encounter through their work with the Municipality. Employees shall not engage in behaviour which would constitute harassment and shall comply with the requirements of the Town "Harassment, Sexual Harassment and Workplace Violence Policy HR-OS 22:00".

1.1.5 Employees shall protect Municipal property at all times. Municipal property shall only be used for activities associated with the performance of an employee's duties.

1.1.6 Employees shall respect each other and conduct themselves in a respectful manner and refrain from discrimination.

1.1.7 Employees who are engaged in political activities must take care to separate those personal activities from their official positions. Political activity is permissible provided such activity takes place outside of work hours, does not utilize Municipal property and does not create a conflict of interest. In the case of Municipal elections, employees shall comply the Local Authorities Election Act and with the Town "Municipal Election Bylaw 1160/13", and any amendments hereto.

1.1.8 Employees shall follow all safety rules, guidelines, legislation and laws to ensure they maintain a safe and healthy work environment as defined under Alberta's Occupational Health and Safety Act and with the Town's Health and Safety Policy 129.16 and the accompanying Corporate Health and Safety Manual.

1.1.9 Employees shall ensure they are free of the influence of intoxicants at all times when engaged in Municipal work or activities. They shall also disclose when they are under the influence of prescription drugs which may impair their ability to perform their duties, as referenced in the Town "Alcohol and Drug Use Policy HR-OS 23:00".

1.1.1 O Employees shall use computers and social media in a manner respectful of municipal values, other employees and the Municipality. This is referenced in the Town "Computer and Equipment Use Policy HR-OS 19:00".

1.1.11 Employees shall ensure all municipal information is dealt with in a manner which is consistent with this procedure and meets legal requirements related to obtaining, storing and releasing information in the Municipality. All employees will ensure information is managed in a responsible manner as referenced in the Town "Records Retention Bylaw 893.01" (and any amendments hereto), the ""Computer and Equipment Use Policy HR-OS 19:00" and the "Non-Disclosure/Confidentiality Policy HR-OS 17:00".

1.1.12 Employees shall ensure they account for their work related travel and all the travelling expenses as referenced in the "Travel and Subsistence Policy HR-OS 49:00".

1.1.13 Employees are ambassadors of the Municipality and are expected to comply with the principles outlined in this procedure at work and any time where they may be identified as employees.

1.1.14 If an employee is unclear as to the appropriate course of conduct, they are required to contact their Manager or Human Resource Coordinator for clarification.

## 2. Breach of the Code of Conduct

2.1 Employees who contravene any section of this policy and procedure will be subject to disciplinary action up to and including termination of employment, as referenced in the "Discipline Policy HR-OS 13:00".

## 3. Management of this Policy

3.1 This procedure shall be reviewed in 3 years from its effective date to determine its effectiveness and appropriateness. This procedure may be assessed before that time as necessary to reflect organizational change.

## 4. References

4.1 Alberta Human Rights Act
4.2 Municipal Government Act - Alberta (MGA)
4.3 Freedom of Information and Protection of Privacy Act -Alberta (FOIP)
4.4 Local Authorities Elections Act
4.5 Occupational Health and Safety Act and Legislation - Alberta (OHS)

4.6 Bylaw 893/01 Records Retention Bylaw
4.7 Bylaw 1160/13 Municipal Election Bylaw
4.8 Town of Blackfalds Health and Safety Policy 129/16 and OH&S Manual
4.9 Conflicts of Interest Policy HR-OS 15:00
4.10 Harassment, Sexual Harassment and Workplace Violence Policy HR-OS 22:00
4.10 Alcohol and Drug Use Policy HR-OS 23:00
4.11 Computer and Equipment Use Policy HR-OS 19:00
4.12 Non-Disclosure/Confidentiality Policy HR-OS 17:00
4.13 Travel and Subsistence Policy HR-OS 49:00
4.14 Discipline Policy HR-OS 13:00

**5. End of Procedure**

**6. Approval**



**Chief Administrative Officer**

NOV 23, 2016
**Date**

# Police Amendment Act 2022

The *Police Amendment Act* includes measures that will enhance transparency, accountability and civilian involvement. Key reforms will establish an independent and more straightforward process for complaints against the police, promote more diversity in policing and encourage greater collaboration between police and civilian partners to improve public safety.

## Expanded mandate for the Alberta Serious Incident Response Team (ASIRT)

- Currently, ASIRT investigates cases of death and serious injuries involving all police services in Alberta, as well as serious and sensitive allegations of misconduct.
- This legislation would expand ASIRT's mandate to also include deaths and serious injury involving peace officers employed by provincial organizations (i.e. the Alberta Sheriffs) as well as community peace officers working at the municipal level.
- ASIRT will become part of the new Police Review Commission – see below.

## Independent public complaints process

- An independent agency, the Police Review Commission, will replace the current patchwork of "police investigating police" with a single organization for receiving complaints, carrying out investigations and conducting disciplinary hearings.
    - ASIRT will continue to handle all cases involving death or serious injuries, as well as serious and sensitive allegations.
    - A newly-formed investigations unit will handle all other misconduct complaints involving police officers employed by municipal police services and First Nations police services.
    - Further discussions are underway with the RCMP and Public Safety Canada to determine the extent of the RCMP's ability to participate in the complaints process.
    - The commission will manage a central pool of presenting and presiding officers for disciplinary hearings, ensuring proceedings are impartial and scheduled efficiently.
- Amendments to the act will also create standardized categories of complaints. This will establish a consistent framework for how the commission triages complaints and improve the public's understanding of the process.
- The amended act will distinguish between police misconduct and employee performance, ensuring police services can better handle performance issues through human resources and collective bargaining processes.
- Delineating police misconduct from employee performance will allow the commission to focus on misconduct and lead to more timely resolution of complaints.

## Greater collaboration with communities

- Under this legislation, police will be required to develop community safety plans and report annually on their progress.
- Community safety plans encourage police to work more closely with civilian partners and put added focus on alternatives to enforcement that target root causes of crime, like addiction treatment, housing and employment supports.
- The planning process will result in greater coordination between police and civilian partners, helping them identify and close gaps in services for people who need help.
- Greater collaboration with partners could help prevent crime, while also allowing police to devote more resources toward serious and violent offences.

## Fostering diversity and inclusion

- This legislation would require police to develop diversity and inclusion plans. Many police services and commissions already make this part of their strategic planning processes; this legislation would formalize that requirement.
- Diversity and inclusion plans will encourage police to reflect the communities they serve and to train officers about the distinct cultural needs of the various populations in our province.
- Better understanding can help create stronger partnerships with the community, greater opportunities for mentorship and encourage more people from diverse communities to pursue a career in policing.

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Alberta

## Enhanced civilian governance

- The legislation creates formal governance bodies for all communities policed by the RCMP in Alberta, giving them a role in setting policing priorities and performance goals they've never had under the existing governance structure.
    - Small and rural communities served by the RCMP under the Provincial Police Service Agreement will be represented on a provincial board that will make recommendations on province-wide policing priorities.
    - The provincial board will have one seat designated for a First Nations representative and one seat designated for a representative of Métis communities.
    - Municipalities with a population over 15,000 that are policed by the RCMP will be required to establish local governance bodies.
    - Communities under 15,000 with municipal RCMP contracts will be represented by regional governance bodies – but will have the option to form their own local governance body.
    - An engagement with municipalities, First Nations and Metis Settlements will ensure they're involved in developing these new governance bodies.
- Amendments will give the minister authority to appoint members to municipal police commissions, with the number of appointees based on the size of the commission.
- Sections of the act governing ministerial intervention will be clarified to allow the minister to step in at the request of police services or commissions in the event of a dispute at the local level. This is consistent with the provincial government's legislated responsibility to ensure adequate policing in Alberta.

## Establishing provincial policing priorities

- The legislation will enable the minister to set provincial policing priorities, which will help foster consistency in policing across Alberta.
- Police commissions will also need to create their own policing priorities, while taking the provincial priorities under consideration, and report whenever they change.
- Police will need to report annually on their progress, which will increase accountability and transparency with the communities that they serve.

## Guiding principles for police

- The new act adds eight guiding principles for Alberta police services based on tenets developed in 1829 by Sir Robert Peel, who is considered the founder of modern policing.
- These guiding principles will provide an enduring foundation of core beliefs and values that all police services in Alberta will be expected to live up to.
- The eight guiding principles are:
    - policing should be guided by the need to ensure the safety and security of all persons and property in Alberta
    - policing should safeguard the fundamental rights guaranteed by the *Canadian Charter of Rights and Freedoms* and the *Alberta Human Rights Act*
    - there should be co-operation between the providers of police services and the members of the communities they serve
    - when providing policing services to the public, it is desirable for police officers to consider the health-related situations, conditions or impediments affecting an individual
    - it is desirable that policing services be provided in a manner that recognizes the history and cultures of First Nations, Inuit and Métis peoples in Alberta
    - police services should strive to reflect the pluralistic character of society and the communities they serve
    - police officers at all levels should promote a culture of accountability within their roles as police officers
    - policing complaint processes should be objective and transparent, and should promote public confidence in the complaints process.

## Administrative changes for the Law Enforcement Review Board (LERB)

- This legislation increases the term limit for the LERB chair up to five years, from the current limit of up to three years.
- Amendments will clarify that electronic documents are valid for official business.
- Amendments will also switch the annual reporting cycle to calendar year, instead of fiscal year.

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2022 Bill 6

Fourth Session, 30th Legislature, 1 Charles III

THE LEGISLATIVE ASSEMBLY OF ALBERTA

# BILL 6

## POLICE AMENDMENT ACT, 2022

THE MINISTER OF PUBLIC SAFETY AND EMERGENCY SERVICES

First Reading . . . . . .

Second Reading . . . . . .

Committee of the Whole . . . . . .

Third Reading . . . . . .

Royal Assent . . . . . .

# BILL 6

2022

## POLICE AMENDMENT ACT, 2022

*(Assented to , 2022)*

HIS MAJESTY, by and with the advice and consent of the Legislative Assembly of Alberta, enacts as follows:

**Amends RSA 2000 cP-17**

**1 The *Police Act* is amended by this Act.**

**2 The enacting clause is repealed and the following is substituted:**

**Preamble**

WHEREAS police services perform a critical role in ensuring public safety and security in Alberta;

WHEREAS the Government of Alberta recognizes the importance of articulating a framework based on the Peelian principles to guide police services in Alberta;

WHEREAS it is desirable that First Nations be able to establish policing services for First Nations reserves where an agreement exists to that effect;

WHEREAS the public is best served by police services that have robust public oversight; and

WHEREAS independent oversight of complaints against police officers and police services will enhance public trust in police services in Alberta;

THEREFORE HIS MAJESTY, by and with the advice and consent of the Legislative Assembly of Alberta, enacts as follows:

## Explanatory Notes

**1** Amends chapter P-17 of the Revised Statutes of Alberta 2000.

**2** Adds preamble.

**3 Section 1 is amended**

**(a) in clause (c) by adding** ", but does not include the Police Review Commission" **after** "33.1(2)";

**(b) by adding the following after clause (f.2):**

(f.3) "fiscal year" means the period beginning April 1 of one year and ending on March 31 of the next year;

**(c) by adding the following after clause (i):**

(i.1) "officer in charge" means the officer in charge of the unit of the police service that is providing policing services to a municipality under section 22;

**(d) by adding the following after clause (k):**

(k.1) "Police Review Commission" means the Police Review Commission established under section 42.01(1);

**(e) in clause (m) by striking out** "section 23" **and substituting** "section 28.03 or 28.04".

**4 The following is added after the heading to Part 1:**

**Guiding principles**

**1.1** Policing in Alberta should be conducted in accordance with the following principles:

(a) policing should be guided by the need to ensure the safety and security of all persons and property in Alberta;

(b) policing should safeguard the fundamental rights guaranteed by the *Canadian Charter of Rights and Freedoms* and the *Alberta Human Rights Act*;

(c) there should be co-operation between the providers of police services and the members of the communities they serve;

(d) when providing policing services to the public, it is desirable for police officers to consider the

**3** Section 1 presently reads in part:

*1 In this Act,*

*(c) "commission" means a police commission established under section 25, 28 or 33.1(2);*

*(m) "policing committee" means a policing committee established under section 23;*

**4** Guiding principles.

health-related situations, conditions or impediments affecting an individual;

(e) it is desirable that policing services be provided in a manner that recognizes the history and cultures of First Nations, Inuit and Metis peoples in Alberta;

(f) police services should strive to reflect the pluralistic character of society and the communities they serve;

(g) police officers at all levels should promote a culture of accountability within their roles as police officers;

(h) policing complaint processes should be objective and transparent, and should promote public confidence in the complaints process.

**5 Section 2(2) is amended by striking out** "and Solicitor General".

**6 Section 3.1 is amended by striking out** "and" **at the end of clause (a) and by adding the following after clause (a):**

(a.1) establish priorities for policing in the province, and

**7 Section 6 is amended by striking out** "city, town, village or summer village" **and substituting** "municipality".

**5** Section 2(2) presently reads:

*(2) Notwithstanding anything in this Act, all police services and peace officers shall act under the direction of the Minister of Justice and Solicitor General in respect of matters concerning the administration of justice.*

**6** Section 3.1 presently reads:

*3.1 The Minister may, subject to the regulations,*

*(a) establish standards for*

*(i) police services,*

*(ii) police commissions, and*

*(iii) policing committees,*

*and*

**7** Section 6 presently reads:

*6 For the purposes of this Act, the population of a city, town, village or summer village shall be determined by the Minister responsible for section 1(i) of the Local Government Fiscal Framework Act.*

**8 Section 8(2) is amended**

**(a) in clause (a.1) by striking out** "chiefs of police and commissions" **and substituting** "the Police Review Commission";

**(b) in clause (c) by striking out** "and policing committees" **and substituting** ", policing committees and the Provincial Police Advisory Board";

**(c) in clause (e) by adding** "the Provincial Police Advisory Board," **after** "policing committees,".

**9 Section 9 is amended by adding the following after subsection (3):**

**(3.1)** Notwithstanding subsection (3), a member of the Board who has been designated as the Chair of the Board may be appointed for a term of not more than 5 years.

**10 Section 14 is amended by striking out** "calendar year" **and substituting** "fiscal year".

**11 Section 15 is amended by striking out** "and Solicitor General".

**12 Section 17 is amended**

**(a) in subsection (1)**

**(i) in clause (a.1) by striking out** "a commission referred to the Board under section 43(12)(b)(i)" **and substituting** "the Police Review Commission or its chief executive officer referred to the Board under section 42.2(5) or 43(7)(b)(i)";

**8** Section 8(2) presently reads in part:

*(2) The duties of the Director include the following:*

*(a.1) monitoring the handling by chiefs of police and commissions of complaints;*

*(c) developing and promoting programs to enhance professional practices, standards and training for police services, commissions and policing committees;*

*(e) consulting with and advising councils, commissions, policing committees, chiefs of police and authorized employers of peace officers appointed under the Peace Officer Act on matters relating to police and policing;*

**9** Section 9(3) presently reads:

*(3) A member of the Board must be appointed for a term of not more than 3 years and, subject to the Alberta Public Agencies Governance Act and any applicable regulations under that Act, is eligible for reappointment.*

**10** Section 14 presently reads:

*14 After the end of each calendar year the Board shall file with the Minister a report showing the number and nature of the appeals and inquiries that it held, summaries of the findings made and any other matter that the Minister directs.*

**11** Section 15 presently reads:

*15 On the request of the Board or the Chair, the Minister of Justice and Solicitor General may appoint a lawyer to assist the Board in respect of an appeal or an inquiry.*

**12** Section 17 presently reads in part:

*17(1) The Board*

*(a.1) shall conduct reviews of decisions of a commission referred to the Board under section 43(12)(b)(i),*

*(b) shall conduct appeals referred to the Board under section 48 in accordance with section 19.2,*

(ii) **in clause (b) by adding** "43.5(5) or" **after** "section";

(b) **in subsection (2) by striking out** "and Solicitor General";

(c) **in subsection (3)**

(i) **by striking out** "and Solicitor General" **wherever it occurs**;

(ii) **by striking out** "or the performance of duty".

**13 Section 18 is amended by adding** "43.5(5) or" **after** "section".

**14 Section 19 is amended by adding the following after subsection (3):**

(3.1) The Board may hold meetings, hold sittings, conduct appeals or inquiries and otherwise conduct Board business by telephone or other electronic means.

**15 Section 20 is amended**

(a) **in subsection (1)**

(i) **in clauses (a) and (b) by striking out** "in writing";

(ii) **in clause (d)**

(A) **in subclause (i)**

*(2) If the Board is of the opinion that the actions of a police officer who is the subject of an appeal or an inquiry may constitute an offence under an Act of the Parliament of Canada or the Legislature of Alberta, the Board shall refer the matter to the Minister of Justice and Solicitor General.*

*(3) Notwithstanding that the actions of the police officer have been referred to the Minister of Justice and Solicitor General under subsection (2), if the Board is of the opinion that those actions also constitute a contravention of the regulations governing the discipline or the performance of duty of police officers, the matter, as it relates to that contravention, may be proceeded with by the Board unless the Minister of Justice and Solicitor General directs otherwise.*

**13** Section 18 presently reads:

*18 The decision of the Board in respect of a matter appealed to it under section 48 may,*

*(a) within 30 days from the day that the Board gives its decision, and*

*(b) with the permission of a single judge of the Court of Appeal,*

*be appealed to the Court of Appeal on a question of law.*

**14** Allows board to conduct business by telephone or other electronic means.

**15** Section 20 presently reads in part:

*20(1) For the purpose of conducting an appeal or an inquiry before the Board, the following applies:*

*(a) a notice in writing of the time, place and purpose of the appeal or inquiry shall be served on the person who is the subject of the appeal or inquiry at least 10 days before the commencement of the appeal or inquiry;*

(I) **by striking out** "chief of police" **and substituting** "chief executive officer of the Police Review Commission";

(II) **by striking out** "section 45" **and substituting** "section 43.5";

(B) **in subclause (ii) by striking out** "section 45 or 46" **and substituting** "section 43.5";

**(b) by repealing subsection (1.1) and substituting the following:**

**(1.1)** On an application for review of a decision of the Police Review Commission or its chief executive officer under section 42.2(5) or 43(7)(b)(i), the Board shall without a hearing review the record of the proceedings under section 42.2(3)(a) or 43(3) or (4), as the case may be, and the reasons for the decision and may

(a) affirm the decision of the Police Review Commission or its chief executive officer, or

(b) refer the complaint back to the Police Review Commission or its chief executive officer with directions that the complaint be dealt with in accordance with Part 5.

**(c) in subsection (1.2) by adding** "43.5(5) or" **after** "section";

**(d) in subsection (2)**

(i) **in clause (a)(iv) by striking out** "section 45 or 46, as the case may be" **and substituting** "section 43.5";

(ii) **in clause (b)**

(A) **by striking out** "section 48" **and substituting** "43.5(5)";

(B) **in subclause (i) by striking out** "section 47" **and substituting** "section 43.5(4)(b)";

(C) **in subclause (ii) by striking out** "section 45(3) or 46(4), as the case may be" **and substituting** "section 43.5(4)(a)";

*(b) a notice in writing of the time, place and purpose of the appeal or inquiry shall be served at least 10 days before the commencement of the appeal or inquiry on any other person, in addition to the person referred to in clause (a), as the Board directs;*

*(d) the Board may require*

*(i) the chief of police in respect of an investigation or a hearing conducted under section 45, or*

*(ii) the person charged with the conduct of an investigation or a hearing under section 45 or 46,*

*to produce to the Board, prior to an appeal or an inquiry, copies of all investigation reports, statements, correspondence or other documents or things relating to the matter;*

*(1.1) On an application for review under section 43(12)(b)(i) of a decision of a commission, the Board shall without a hearing review the record of the proceedings under section 43(8), (9) or (10) and the reasons for the commission 's decision and may*

*(a) affirm the decision of the commission, or*

*(b) refer the complaint back to the commission or the chief with directions that the complaint be dealt with in accordance with Part 5.*

*(1.2) If at any time after a written notice of appeal has been filed with the Board in accordance with section 48 the parties agree to a resolution of the matter, the Board may issue an order respecting the agreement.*

*(2) Where the Board concludes an appeal*

*(a) in the case of an appeal commenced under section 48 from a matter in respect of which a hearing was held, the Board may*

*(iv) direct that the matter, subject to any directions that the Board may give, be reheard under section 45 or 46, as the case may be,*

*(b) in the case of an appeal commenced under section 48 from a matter in respect of which a hearing has not been held, the Board may*

**(D) by repealing subclause (iii) and substituting the following:**

(iii) direct the Police Review Commission to lay a charge under the regulations governing the discipline of police officers,

**(E) by repealing subclause (iv) and substituting the following:**

(iv) direct the chief executive officer of the Police Review Commission to have the matter investigated again,

**(e) in subsection (3)**

**(i) by striking out** "an appeal or an inquiry" **and substituting** "a review, an appeal or an inquiry";

**(ii) in clause (b) by striking out** "an appeal commenced under section 48(2)" **and substituting** "a review referred to the Board under section 42.2(5) or 43(7)(b)(i) or an appeal commenced under section 43.5(5) or 48(2)";

**(iii) by repealing clause (c) and substituting the following:**

(c) the Police Review Commission;

**16 Sections 20.1 and 23 are repealed.**

*(i) affirm the decision made under section 47,*

*(ii) direct that a hearing be conducted under section 45(3) or 46(4), as the case may be,*

*(iii) direct*

*(A) the chief of police, in the case of a complaint made in respect of a police officer, or*

*(B) the commission, in the case of a complaint made in respect of a chief of police,*

*to lay a charge under the regulations governing the discipline or the performance of duty of police officers,*

*(iv) direct*

*(A) the chief of police, in the case of a complaint made in respect of a police officer, or*

*(B) the commission, in the case of a complaint made in respect of the chief of police,*

*to have the matter investigated again,*

*(3) When the Board conducts an appeal or an inquiry, the following must be informed in writing of the findings of the Board:*

*(b) the complainant and the police officer against whom the complaint is made, in the case of an appeal commenced under section 48(2);*

*(c) the commission;*

**16** Sections 20.1 and 23 presently read:

*20.1 The amendments to sections 19 and 20 made by the Police Amendment Act, 2005 (No. 2) apply only to inquiries and appeals that commence after the coming into force of that Act.*

*23(1) In this section, "officer in charge" means the officer in charge of the unit of the police service that is providing policing services to a municipality under section 22.*

*(2) A council that has entered into an agreement under section 22 may establish a policing committee.*

*(3) A council that establishes a policing committee shall, subject to the regulations,*

*(a) prescribe the rules governing the operation of the policing committee, and*

*(b) appoint the members of the policing committee.*

*(4) A policing committee shall consist of not fewer than 3 nor more than 12 members.*

*(5) If*

*(a) 4 or fewer members are appointed under subsection (3), one of them may be a member of the council or an employee of the municipality, or*

*(b) 5 or more members are appointed under subsection (3), 2 of them may be members of the council or employees of the municipality.*

*(6) The council may provide for the payment of reasonable remuneration or of a gratuity or allowance to members of the policing committee.*

*(7) The term of office of a person appointed to a policing committee is*

*(a) 3 years, or*

*(b) a term of less than 3 years, but not less than 2 years, as may be fixed by bylaw.*

*(8) Notwithstanding subsection (7), a majority of the members appointed to a newly established policing committee shall be appointed for 3 years, and the remaining members shall be appointed for 2 years.*

*(9) The members of a policing committee shall, at the first meeting of the policing committee in each year, elect from among their members a chair and one or more vice-chairs.*

*(10) A member who is a member of the council or an employee of the municipality is not eligible to be elected as chair or vice-chair of the committee.*

**17 Section 25 is amended**

**(a) in subsection (1) by adding** "and appoint members to the commission" **after** "establish a regional police commission";

**(b) by adding the following after subsection (1):**

**(1.1)** If the parties to the agreement have appointed

*(11) A member of a policing committee is eligible for reappointment if the reappointment does not result in more than 10 consecutive years of service by that member.*

*(12) If a person who is a member of a council is a member of the policing committee, that person's appointment to the policing committee terminates on that person's ceasing to be a member of the council.*

*(13) The appointment of a member to the policing committee may not be revoked by the council except for cause.*

*(14) A policing committee shall, with respect to the municipality for which it is established,*

*(a) oversee the administration of the agreement made under section 22,*

*(b) assist in selecting the officer in charge,*

*(c) represent the interests of the council to the officer in charge,*

*(d) in consultation with the officer in charge, develop a yearly plan of priorities and strategies for municipal policing,*

*(e) issue instructions to the officer in charge respecting the implementation and operation of the yearly plan,*

*(f) represent the interests and concerns of the public to the officer in charge,*

*(g) assist the officer in charge in resolving complaints, and*

*(h) appoint a Public Complaint Director.*

*(15) All persons appointed to a policing committee shall take the oath set out in Schedule 2.*

**17** Section 25 presently reads:

*25(1) The parties to an agreement entered into under section 24 shall, in accordance with the agreement and subject to the regulations, establish a regional police commission.*

*(2) The appointment of a member to a regional police commission may be revoked only for cause and in accordance with the agreement entered into under section 24.*

(a) 3 or fewer members to the commission, the Minister may appoint one member to the commission,

(b) 4 to 6 members to the commission, the Minister may appoint up to 2 members to the commission, and

(c) 7 or more members to the commission, the Minister may appoint one member for each group of 3 members appointed to the commission, including any remaining group that is less than 3 members.

**(1.2)** Notwithstanding subsection (1.1), the Minister may appoint additional members to a regional police commission if the Minister considers it necessary, so long as the total number of members appointed by the Minister is less than 50% of the total number of commission members.

**(c) in subsection (2) by striking out** "The" **and substituting** "Subject to subsection (2.1), the";

**(d) by adding the following after subsection (2):**

**(2.1)** The appointment of a member to a regional police commission appointed by the Minister may be revoked only by the Minister at the discretion of the Minister.

**18 Section 28 is amended**

**(a) by repealing subsections (2) and (3) and substituting the following:**

**(2)** A council that has established a commission shall prescribe, subject to the regulations, the rules governing the operations of the commission.

**(2.1)** Subject to subsection (3), a commission shall consist of not fewer than 3 nor more than 12 members appointed in accordance with subsections (2.2) and (2.3).

**(2.2)** The council that has established the commission may appoint, subject to the regulations, up to 9 members to the commission.

**(2.3)** If the council has appointed

*(3) All persons appointed to a regional police commission shall take the oath set out in Schedule 1.*

**18** Section 28 presently reads in part:

*(2) A council that has established a commission shall, subject to the regulations,*

*(a) prescribe the rules governing the operations of the commission, and*

*(b) appoint the members of the commission.*

*(3) A commission shall consist of not fewer than 3 nor more than 12 members.*

*(4) If*

*(a) 4 or fewer members are appointed under subsection (2), one of them may be a member of the council or an employee of the municipality, or*

(a) 1 to 3 members to the commission, the Minister may appoint one member to the commission,

(b) 4 to 6 members to the commission, the Minister may appoint up to 2 members to the commission, or

(c) 7 to 9 members to the commission, the Minister may appoint up to 3 members to the commission.

**(3)** Notwithstanding subsection (2.3), the Minister may appoint additional members to a commission if the Minister considers it necessary, so long as the total number of members

(a) appointed to the commission does not exceed 15 members, and

(b) appointed by the Minister is less than 50% of the total number of commission members.

**(b) by adding the following after subsection (3):**

**(3.1)** For greater certainty, subsection (2.3) does not apply to a police commission for a First Nation police service.

**(c) in subsections (4)(a) and (b) by striking out** "subsection (2)" **and substituting** "subsection (2.2)";

**(d) by adding the following after subsection (6):**

**(6.1)** Notwithstanding subsection (6)(b), a person appointed to a commission by the Minister may be appointed for a term of office of up to 3 years.

**(e) by adding the following after subsection (12):**

**(12.1)** Despite anything to the contrary in subsection (12), the appointment of a member to a commission who was appointed by the Minister may not be revoked by the council, but may be revoked by the Minister at the discretion of the Minister.

**(f) by adding the following after subsection (13):**

**(14)** Notwithstanding subsection (2.2), if a council has appointed more than 9 members to a commission prior to the coming into force of this subsection,

*(b) 5 or more members are appointed under subsection (2), 2 of them may be members of the council or employees of the municipality.*

*(6) The term of office of a person appointed to a commission is*

*(a) 3 years, or*

*(b) a term of less than 3 years, but not less than 2 years, as may be fixed by bylaw.*

*(12) The appointment of a member to a commission may not be revoked by the council except for cause.*

(a) the members that were appointed prior to that time remain as members of the commission, but the council may not reappoint a member or appoint a new member unless the reappointment or appointment complies with subsection (2.2), and

(b) the Minister may appoint additional members to the regional police commission as if the council had appointed 9 members to the commission.

**19 The following is added after section 28:**

**Provincial Police Advisory Board**

**28.01(1)** The Provincial Police Advisory Board is established, consisting of not more than 15 persons appointed by the Minister in accordance with the regulations, one of whom shall be designated as the Chair.

**(2)** A member of the Provincial Police Advisory Board must be appointed for a term of not more than 3 years and, subject to the *Alberta Public Agencies Governance Act* and any applicable regulations under that Act, is eligible for reappointment.

**(3)** Notwithstanding that the term of office of a member of the Provincial Police Advisory Board may have expired, the member continues to hold office until

(a) the member is reappointed,

(b) a successor is appointed, or

(c) a period of 6 months has elapsed,

whichever occurs first.

**(4)** The Provincial Police Advisory Board must include

(a) at least one member from a First Nation, nominated by the First Nation,

(b) at least one member from

(i) a Metis settlement established by the *Metis Settlements Act*, or

**19** Provincial Police Advisory Board; powers, duties and functions of the Provincial Police Advisory Board; municipal policing committees; regional policing committees; members of municipal and regional committees; powers and duties of policing committees.

(ii) a Metis community, as defined in the regulations,

nominated by the Metis settlement or community, as the case may be, and

(c) other persons prescribed by the Minister in the regulations.

**(5)** Notwithstanding subsection (4), the Provincial Police Advisory Board may continue to perform its duties and functions despite the vacancy of a member required by subsection (4).

**(6)** Each member of the Provincial Police Advisory Board shall take the oath set out in Schedule 1.

**Powers, duties and functions of the Provincial Police Advisory Board**

**28.02** The Provincial Police Advisory Board shall have the powers and perform the duties and functions set out in the regulations.

**Municipal policing committees**

**28.03(1)** A municipality

(a) with a population that is greater than 15 000, and

(b) that has entered into an agreement with the Government of Canada for the employment of the Royal Canadian Mounted Police for the provision of policing services to the municipality

shall establish a municipal policing committee in accordance with the regulations.

**(2)** With the approval of the Minister, 2 or more municipalities may establish a joint municipal policing committee in accordance with the regulations.

**Regional policing committees**

**28.04(1)** Subject to subsection (2), municipalities that

(a) have a population not greater than 15 000,

(b) have entered into an agreement with the Government of Canada for the employment of the Royal Canadian

Mounted Police for the provision of policing services to the municipality, and

(c) are located within a prescribed regional governance zone

shall establish a regional policing committee in accordance with the regulations.

(2) With the approval of the Minister, a municipality referred to in subsection (1) with a population of at least 5000 but not greater than 15 000 may establish a municipal policing committee in accordance with the regulations instead of a regional policing committee.

**Members of municipal and regional committees**

**28.05(1)** All persons appointed to a municipal or regional policing committee shall take the oath set out in Schedule 2.

(2) A council that has established a municipal policing committee or the councils that have established a regional policing committee may provide for the payment of reasonable remuneration or of a gratuity or allowance to members of the committee in accordance with the regulations.

**Powers and duties of policing committees**

**28.06** A policing committee shall have the powers and perform the duties and functions set out in the regulations.

**20 Sections 28.1, 28.2 and 28.3 are repealed.**

**20** Sections 28.1, 28.2 and 28.3 presently read:

*28.1(1) Each commission and policing committee shall designate a person as a Public Complaint Director.*

*(2) The Public Complaint Director may be*

*(a) a member of the commission or policing committee other than a member of the council,*

*(b) an employee of the commission or policing committee,*

*(c) an employee of the municipality,*

*(d) another person, other than a member of the council, who in the opinion of the commission or policing committee is qualified to serve in that capacity, or*

*(e) a former police officer if the position of Public Complaint Director is not in the same municipality where the former police officer was employed.*

*(2.1) The Public Complaint Director shall not be a currently serving police officer.*

*(3) The Public Complaint Director shall*

*(a) receive complaints against police officers from the public and refer them to the chief of police under section 43(1),*

*(b) act as a liaison between the commission, policing committee, the chief of police, the officer in charge of a police service and the complainant as applicable,*

*(c) perform the duties assigned by the commission or policing committee in regard to complaints,*

*(d) review the investigation conducted in respect of a complaint during the course of the investigation and at the conclusion of the investigation,*

*(e) offer an alternative dispute resolution process where, in the Public Complaint Director's opinion, that may be an appropriate manner in which to resolve the complaint,*

*(f) if an alternative dispute resolution process is offered under clause (e), review the manner in which the alternative dispute resolution process is delivered, and*

*(g) provide reports to the commission or policing committee, as required by the commission or policing committee.*

*28.2(1) Notwithstanding section 28.1, the policing committees of 2 or more municipalities may, by unanimous agreement of the municipalities, designate a person as a Regional Public Complaint Director for those policing committees.*

*(2) A person who is eligible to be a Public Complaint Director under section 28.1(2) or (2.1) is also eligible to be a Regional Public Complaint Director but may not serve as both a Public Complaint Director and Regional Public Complaint Director concurrently.*

*(3) A Regional Public Complaint Director has the same powers as a Public Complaint Director has under section 28.1(3).*

**21 Section 30 is amended by adding the following after subsection (1):**

**(1.1)** Without limiting the generality of subsection (1), the Minister, when requested to do so by a police service, a commission or a policing committee, may request a council to take the action the Minister considers necessary.

**(1.2)** If there is a disagreement between any police service, commission, policing committee or council relating to the provision or maintenance of policing services, one of the parties to the disagreement may refer the matter to the Minister, or the Minister may determine that it is desirable to become involved in the matter, and the Minister may do one or more of the following:

(a) commence, or appoint a person by order to conduct, an investigation;

*28.3(1) The Minister may designate an employee of the Government under the Minister's administration as a Provincial Public Complaint Director.*

*(2) The Provincial Public Complaint Director has the following functions:*

*(a) receive complaints from the public;*

*(b) refer complaints to the chief of police, the officer in charge of a police service, the Public Complaint Director or the Regional Public Complaint Director, as appropriate;*

*(c) if no Public Complaint Director or Regional Public Complaint Director has been designated for the municipality in which a complaint arose, perform the functions of a Public Complaint Director or Regional Public Complaint Director in respect of the complaint;*

*(d) provide education and training resources to the Public Complaint Director and Regional Public Complaint Director;*

*(e) gather information and statistical data respecting the types of complaints made, the number of complaints made and any other information respecting complaints as required;*

*(f) present reports to the Minister as required.*

**21** Section 30(1) presently reads:

*30(1) When, in the opinion of the Minister, a municipality that is responsible for providing and maintaining policing services is not*

*(a) providing or maintaining adequate and effective policing services, or*

*(b) complying with this Act or the regulations,*

*the Minister may notify the council of that fact and request the council to take the action the Minister considers necessary to correct the situation.*

(b) appoint a mediator to assist the parties in resolving the disagreement;

(c) make a decision to settle the disagreement and order any of the parties to take any action the Minister considers appropriate.

**22 Section 31(1) is amended**

**(a) by striking out** "for that purpose";

**(b) by renumbering clause (a) as clause (a.2) and by adding the following before clause (a.2):**

(a) establish the priorities of the police service, taking into account the priorities for policing in the province established under section 3.1, and report these priorities and any modification of them to the Minister within 30 days of establishing or modifying them;

(a.1) report annually or on request to the Minister on the implementation of programs and services to achieve the priorities of the police service;

**(c) by adding the following after clause (d):**

(e) develop a community safety plan in conjunction with the police service that includes a plan for collaboration with community agencies, and report annually to the Minister on the implementation of and any updates to the plan;

(f) develop a diversity and inclusion plan in conjunction with the police service;

(g) exercise other powers and perform other duties and functions specified by the regulations.

**23 Section 32 is amended**

**(a) in subsection (8) by striking out** "or the performance of duty";

**(b) in subsection (9) by adding** "by forwarding the matter to the Police Review Commission as a complaint" **after** "Part 5".

**22** Section 31(1) presently reads in part:

*31(1) Where a commission has been established, the commission shall, in the carrying out of its responsibilities, oversee the police service and for that purpose shall do the following:*

*(a) allocate the funds that are provided by the council;*

*(d) ensure that sufficient persons are employed for the police service for the purposes of carrying out the functions of the police service.*

**23** Section 32 presently reads in part:

*(8) Where, from the evidence before the inquiry, the chair of the inquiry is of the opinion that there is sufficient evidence that the actions of a specific police officer constitute or may constitute a contravention of the regulations governing the discipline or the*

**24 Section 37(4) is amended by striking out** "Sections 45 to 48" **and substituting** "Sections 43.5, 47 and 48".

**25 Section 41 is amended**

**(a) by repealing subsection (1)(b) and substituting the following:**

(b) the maintenance of discipline within the police service, subject to the regulations governing the discipline of police officers;

(b.1) the performance of duty within the police service;

**(b) by repealing subsection (3)(e) and substituting the following:**

(e) the reporting to the commission and the Police Review Commission of any complaint focused on the policies of or services provided by a police service, any actions taken to address the complaint and the disposition of the complaint.

**26 The following is added after the heading to Part 5:**

**Police Review Commission**

**42.01(1)** The Police Review Commission is established.

**(2)** The Minister may appoint a

(a) chief executive officer for the Police Review Commission, and

(b) a registrar for the Police Review Commission.

**(3)** The chief executive officer or registrar may delegate their powers to any person in the Police Review Commission.

*performance of duty of police officers, the chair shall report that matter to the commission.*

*(9) On receiving a report under subsection (8), the commission shall proceed to have the actions of the specific police officer dealt with under Part 5.*

**24** Section 37(4) presently reads:

*(4) Sections 45 to 48 do not apply in respect of a police officer released from the police service under subsection (2).*

**25** Section 41 presently reads in part:

*41(1) The chief of police of a police service established under section 24, 27 or 33.1(1) is responsible for the following:*

*(b) the maintenance of discipline and the performance of duty within the police service, subject to the regulations governing the discipline and the performance of duty of police officers;*

*(3) The chief of police is accountable to the commission for the following:*

*(e) the reporting to the commission of any complaint made against the police service or its members, the progress of any investigation or informal resolution process regarding the complaint, the reasons for any delays and the manner in which the complaint is resolved.*

**26** Police Review Commission.

**27 Section 42.1 is amended**

**(a) in subsection (4)**

**(i) by repealing clause (b) and substituting the following:**

(b) the complainant's contact information;

**(ii) by repealing clause (f) and substituting the following:**

(f) any other information requested by the chief executive officer of the Police Review Commission;

**(b) by adding the following after subsection (4):**

**(4.1)** A complaint shall be submitted to the Police Review Commission.

**(c) by repealing subsection (6) and substituting the following:**

**(6)** A complaint is considered to be made on the date it is received by the Police Review Commission or, in the case of a Level 4 or Level 5 complaint under section 42.2(4), by the relevant police service, as the case may be.

**28 The following is added after section 42.1:**

**Complaint intake and assessment**

**42.2(1)** Subject to subsection (7), any complaint received by the chief of a police service, a commission, a municipal policing committee or a regional policing committee must be forwarded to the Police Review Commission, as soon as practicable and in any case within 30 days of being received, to be administered in accordance with this section.

**(2)** The Police Review Commission, as soon as practicable and in any case within 2 business days, shall notify

(a) a complainant when a complaint has been received by or forwarded to the Police Review Commission with respect to the complainant,

**27** Section 42.1 presently reads in part:

*(4) A complaint must be made in writing and must include the following information:*

*(b) the complainant's contact information, including the complainant's*

*(i) address,*

*(ii) telephone number,*

*(iii) cellular telephone number, if available, and*

*(iv) electronic mail address, if available;*

*(f) any other information requested by the chief of police, the officer in charge of a police service, the Public Complaint Director, the Regional Public Complaint Director or the Provincial Public Complaint Director;*

*(6) A complaint is considered to be made on the date it is received by the chief of police, the officer in charge of a police service, the Public Complaint Director, the Regional Public Complaint Director or the Provincial Public Complaint Director, as the case may be.*

**28** Complaint intake and assessment.

(b) the chief of police or officer in charge for the relevant police service when a complaint has been received by or forwarded to the Police Review Commission with respect to a member of that police service, and

(c) the commission for the relevant police service when a complaint has been received by or forwarded to the Police Review Commission with respect to the chief of police of the police service.

**(3)** The Police Review Commission shall assess all complaints that are received by or forwarded to it and may,

(a) in the case of a Level 2 or Level 3 complaint, dismiss the complaint if it appears to the Police Review Commission that the complaint is frivolous, vexatious or made in bad faith, or

(b) in any other case, assess and categorize the complaint in accordance with subsection (4).

**(4)** The Police Review Commission shall assess and categorize a complaint based on the following criteria:

| Complaint Level | Criteria |
|---|---|
| Level 1 | An incident has occurred involving serious injury to or the death of any person that may have resulted from the actions of a police officer, or a complaint alleges that<br>(a) serious injury to or the death of any person may have resulted from the actions of a police officer, or<br>(b) there is a matter of a serious or sensitive nature related to the actions of a police officer. |
| Level 2 | A complaint alleges that a police officer has committed an offence under an Act of the Parliament of Canada or the Legislature of Alberta, but the complaint does not relate to an incident or complaint meeting the criteria of a Level 1 complaint. |

| | |
|---|---|
| Level 3 | A complaint alleges that a police officer has committed a contravention of the regulations governing the discipline of police officers, but the complaint does not relate to an incident or complaint meeting the criteria of a Level 1 or Level 2 complaint. |
| Level 4 | A complaint alleges unsatisfactory performance by a police officer, but the complaint does not relate to an incident or complaint meeting the criteria of a Level 1, Level 2 or Level 3 complaint. |
| Level 5 | A complaint primarily focuses on the policies of or services provided by a police service. |

**(5)** The Police Review Commission shall notify the complainant of the result of the complaint assessment process as soon as possible and, if the Police Review Commission has dismissed the complaint under subsection (3)(a), shall notify the complainant of the complainant's right to request the Board to review the decision within 30 days of receiving the notice.

**(6)** If the Police Review Commission determines that

(a) a complaint is a Level 1 complaint, the complaint shall be referred to the chief executive officer of the Commission and administered in accordance with section 43.2,

(b) a complaint is a Level 2 complaint, the complaint shall be referred to the chief executive officer of the Commission and

(i) the chief executive officer shall notify the Minister, and

(ii) the complaint shall be administered in accordance with sections 43 and 43.4,

(c) a complaint is a Level 3 complaint, subject to the regulations, the complaint shall be administered in accordance with sections 43, 43.1, 43.5, 47 and 48,

(d) a complaint is a Level 4 complaint, the complaint shall be forwarded to the chief of police of the relevant police service, who shall administer the complaint in accordance with any internal performance management procedures of the police service, any applicable collective agreement that has been entered into in respect of that police service and section 43.6, and

(e) a complaint is a Level 5 complaint, the Police Review Commission shall forward the complaint to the relevant police service, who shall administer the complaint in accordance with sections 43 and 44.

**(7)** Subject to subsection (9), this section does not apply to a complaint against a member of the Royal Canadian Mounted Police.

**(8)** For greater certainty, and subject to subsection (9), if the Police Review Commission receives a complaint against a member of the Royal Canadian Mounted Police, the Police Review Commission shall forward the complaint to the Royal Canadian Mounted Police.

**(9)** If the Royal Canadian Mounted Police has agreed that complaints relating to members of the Royal Canadian Mounted Police shall be assessed and administered by the Police Review Commission, then despite anything to the contrary in this Act, this section and sections 42.1 and 43 to 48 apply to complaints relating to members of the Royal Canadian Mounted Police to the extent agreed on, with any necessary modifications.

**29 Section 43 is repealed and the following is substituted:**

**Dismissal of complaints**

**43(1)** The chief executive officer of the Police Review Commission shall dismiss any Level 2 or Level 3 complaint that is made more than one year after

(a) the conduct complained of occurred, or

(b) the complainant first knew or ought to have known that the conduct complained of had occurred, whichever occurs later.

**29** Section 43 presently reads:

*43(1) All complaints with respect to a police service or a police officer, other than the chief of police, shall be referred to the chief.*

*(2) All complaints with respect to the chief of police must be referred to the chair of the commission.*

*(4) On receipt of a complaint under subsection (1), the chief of police shall determine whether the complaint or a portion of the complaint is a complaint as to*

*(a) the policies of or the services provided by the police service, or*

**(2)** Despite subsection (1), the chief executive officer of the Police Review Commission may extend the time for making a complaint in accordance with the regulations.

**(3)** If, at any time before or during an investigation into a Level 2 or Level 3 complaint, it appears to the chief executive officer of the Police Review Commission that

(a) the complaint is frivolous, vexatious or made in bad faith, or

(b) having regard to all the circumstances, the investigation or further investigation is not necessary or practicable,

the chief executive officer may dismiss the complaint.

**(4)** If a complainant in a Level 2 or Level 3 complaint refuses or fails to participate in an investigation, the chief executive officer of the Police Review Commission may dismiss the complaint.

**(5)** Where a Level 5 complaint is forwarded to a police service under section 42.2(6)(e) and it appears to the chief of the police service at any time that the complaint is frivolous, vexatious or made in bad faith, the chief of the police service may dismiss the complaint.

**(6)** If a complainant in a Level 5 complaint refuses or fails to participate in an investigation, the chief of the police service may dismiss the complaint.

**(7)** If the chief executive officer of the Police Review Commission or the chief of a police service decides under subsection (3), (4), (5) or (6) to dismiss a complaint, the chief executive officer or chief of police, as the case may be, shall notify the complainant and the police officer who is the subject of the complaint, if any, in writing of

(a) the decision and the reasons for the decision, and

(b) the right of the complainant, within 30 days of receiving the notice, to request

(i) the Board, with regard to a complaint or portion of a complaint as to the actions of a police officer or a

*(b) the actions of a police officer.*

*(5) A complaint or that portion of the complaint that is a complaint*

*(a) as to the policies of or services provided by the police service shall be disposed of in accordance with section 44, and*

*(b) as to the actions of a police officer shall be disposed of in accordance with sections 45 to 48.*

*(6) Where the chief of police initiates a complaint with respect to a police officer, the chief shall deal with it in the same manner as if it were made by another person and referred to the chief under subsection (1).*

*(7) If, at any time before or during an investigation into a complaint under subsection (1), it appears to the chief of police that the complaint is clearly frivolous, vexatious or made in bad faith, the chief may recommend in writing to the commission that the complaint be dismissed.*

*(8) On consideration of the recommendation of the chief of police under subsection (7), and after reviewing the written complaint and making any inquiries the commission considers necessary, the commission may dismiss the complaint or direct the chief to deal with the complaint in accordance with this Part.*

*(9) If, at any time before or during an investigation into a complaint under subsection (2) or section 46(1), it appears to the commission that the complaint is clearly frivolous, vexatious or made in bad faith, the commission may dismiss the complaint.*

*(9.1) If a complainant under subsection (2) or section 46(1) refuses or fails to participate in an investigation, the commission may dismiss the complaint.*

*(10) Where a complaint is referred to the commission under section 44(1) and it appears to the commission at any time that the complaint is clearly frivolous, vexatious or made in bad faith, the commission may dismiss the complaint.*

*(10.1) If a complainant under section 44(1) refuses or fails to participate in an investigation, the commission may dismiss the complaint.*

*(11) The chief of police, with respect to a complaint referred under subsection (1), or the commission, with respect to a complaint*

chief of police, to review the decision under section 20(1.1), or

(ii) the commission in charge of the police service, with regard to a complaint or portion of a complaint as to the policies of or services provided by a police service, to review the decision as if the complaint or portion of the complaint was a decision to dispose of a complaint under section 44(1).

**(8)** If the chief executive officer of the Police Review Commission dismisses a complaint under subsection (1), the chief executive officer shall notify the complainant and the police officer who is the subject of the complaint, if any, of the decision in writing.

**(9)** A request by a complainant under subsection (7)(b) for review of a decision of the chief executive officer of the Police Review Commission or the chief of a police service must be in writing and set out the complainant's reasons for requesting the review.

**30 Section 43.1 is amended**

**(a) in subsection (0.1) by striking out** "chief of police or the chair of the commission" **and substituting** "chief executive officer of the Police Review Commission";

*referred under subsection (2) or section 46(1), shall dismiss any complaint that is made more than one year after*

*(a) the conduct complained of occurred, or*

*(b) the complainant first knew or ought to have known that the conduct complained of had occurred,*

*whichever occurs later.*

*(12) If the commission decides under subsection (8), (9), (9.1), (10) or (10.1) to dismiss a complaint, the commission shall notify the complainant and the police officer who is the subject of the complaint, if any, in writing of*

*(a) the decision and the reasons for the decision, and*

*(b) the right of the complainant, within 30 days of receiving the notice, to request*

*(i) the Board, with regard to a complaint or portion of a complaint as to the actions of a police officer or a chief of police, or*

*(ii) the commission, with regard to a complaint or portion of a complaint as to the policies of or services provided by a police service,*

*to review the decision.*

*(13) If the chief of police or the commission dismisses a complaint under subsection (11), the commission shall notify the complainant and the police officer who is the subject of the complaint, if any, of the decision in writing.*

*(14) A request by a complainant under subsection (12)(b) for review of a decision of the commission must be in writing and set out the complainant's reasons for requesting the review.*

**30** Section 43.1 presently reads:

*43.1(0.1) The chief of police or the chair of the commission shall, where appropriate, offer an alternative dispute resolution process to the complainant and the police officer who is the subject of the complaint prior to commencing a formal investigation of the complaint.*

**(b) in subsection (1) by striking out** "chief may" **and substituting** "chief executive officer of the Police Review Commission may";

**(c) in subsection (2) by striking out** "chair of the commission" **and substituting** "chief executive officer of the Police Review Commission";

**(d) by adding the following after subsection (2):**

**(3)** This section does not apply to a Level 1 complaint or a Level 2 complaint that is being administered as a Level 1 complaint.

**31 The following is added after section 43.1:**

**Level 1 complaints**

**43.2(1)** For the purposes of subsection (2)(b)(ii), and subject to the regulations, "serious" means an allegation of conduct that, if true, violates federal or provincial legislation related to the administration of law or justice, or that would be a breach of trust or breach of public confidence by a police officer or police service.

**(2)** The chief of police as soon as practicable shall notify the relevant commission and the chief executive officer of the Police Review Commission where

(a) an incident occurs involving serious injury to or the death of any person that may have resulted from the actions of a police officer, or

(b) a complaint is made alleging that

(i) serious injury to or the death of any person may have resulted from the actions of a police officer, or

(ii) there is any matter of a serious or sensitive nature related to the actions of a police officer.

**(3)** The chief executive officer of the Police Review Commission, when notified under subsection (2) or section 42.2 of an incident or complaint described in subsection (2), shall notify the Minister within a period of 24 hours.

*(1) At any time before or during an investigation into a complaint with respect to the actions of a police officer other than the chief of police, if the complainant and the police officer who is the subject of the complaint consent, the chief may attempt to resolve the complaint informally.*

*(2) At any time before or during an investigation into a complaint with respect to the actions of a chief of police, if the complainant and the chief consent, the chair of the commission may attempt to resolve the complaint informally.*

**31** Level 1 complaints; integrated investigative unit; level 2 complaints; level 3 complaints; level 4 complaints.

(4) The chief executive officer of the Police Review Commission, when notified under subsection (2) or section 42.2 of an incident or complaint, or on the chief executive officer's own initiative where the chief executive officer becomes aware of an incident or complaint described in subsection (2), shall do one or more of the following:

(a) request or direct another police service to conduct an investigation into the incident or complaint, which may include taking over an ongoing investigation at any stage;

(b) appoint one or more members of the public as overseers to observe, monitor or review an investigation to ensure the integrity of the process of the investigation;

(c) in accordance with section 43.3, direct the head of an integrated investigative unit to conduct an investigation into the incident or complaint, which may include taking over an ongoing investigation at any stage.

(5) The chief of police or officer in charge of a police service acting under subsection (4)(a) or (c), or a person appointed under subsection (4)(b), shall report as required to the chief executive officer of the Police Review Commission.

(6) If, during or on the conclusion of an investigation, the chief executive officer of the Police Review Commission forms the opinion that the actions of the police officer that are the subject of the investigation constitute

(a) an offence under an Act of the Parliament of Canada or the Legislature of Alberta, the chief executive officer of the Police Review Commission shall

(i) refer the matter to the Minister of Justice, and

(ii) advise the commission and the chief of police of the police service under investigation of the findings of the investigation, unless the Minister of Justice otherwise directs,

(b) a contravention of the regulations governing the discipline of police officers, but not an offence under an Act of the Parliament of Canada or the Legislature of

Alberta, the matter shall be administered in accordance with sections 43, 43.1, 43.5, 47 and 48, or

(c) a matter of the policies of or services provided by the police service under investigation, the chief executive officer of the Police Review Commission shall refer the matter to the chief of the police service to be administered in accordance with sections 43 and 44.

**(7)** The Minister may authorize and provide for the payment of remuneration and expenses to a person appointed under subsection (4)(b).

**(8)** A chief of police or police officer in charge of another police service who is conducting an investigation under subsection (4)(a) or (c) has, for the purposes of assisting with or conducting that investigation, the same powers and duties as the Police Review Commission is prescribed by regulation.

**(9)** A chief of police or police officer in charge of another police service referred to in subsection (8) must advise a complainant, if any, in writing at least once every 45 days as to the status of the complaint.

**(10)** A copy of the document sent to a complainant under subsection (9) must be provided to the commission for the police service being investigated.

**(11)** Where a chief of police or police officer in charge of another police service carries out any functions pursuant to a request or direction made under subsection (4), that police officer may also be requested to present the case at a hearing of the complaint.

**(12)** The Minister may delegate in writing the Minister's powers, functions and responsibilities under this section to the Director of Law Enforcement.

**(13)** The costs and expenses that result from

(a) a request or direction made by the chief executive officer of the Police Review Commission under subsection (4)(a) or (c) shall be borne by the police service that is the subject of the investigation, unless otherwise directed by the Minister, and

(b) an appointment by the chief executive officer under subsection (4)(b) shall be borne by the Government of Alberta.

**(14)** For the purposes of this section and section 43.5, "police service" includes the Royal Canadian Mounted Police and a regional, provincial or municipal police service established under an enactment of another province or territory.

**Integrated investigative unit**

**43.3(1)** The Minister may by order establish an integrated investigative unit and authorize it to act as another police service for the purposes of conducting an investigation under section 43.2 of this Act, or section 19(3) or (3.1) of the *Peace Officer Act*.

**(2)** The Minister may

(a) designate a person as head of the integrated investigative unit, and

(b) appoint peace officers appointed under the *Peace Officer Act* as investigators under the authority of the head of the integrated investigative unit.

**(3)** Subject to the terms of the Minister's authorization under subsection (1), the head of the integrated investigative unit is deemed to be a chief of police, and any person acting as an investigator is deemed to be a police officer, for the purposes of section 43.2(5), (8), (9) and (10).

**(4)** Where the head of the integrated investigative unit is conducting an investigation under section 43.2(4)(c) of this Act or section 19(3) or (3.1) of the *Peace* Officer *Act* and becomes aware of a further incident that warrants investigating, the head of the integrated investigative unit may, on the individual's own initiative, conduct an investigation into that further incident, which may include taking over an ongoing investigation at any stage.

**(5)** Where the head of the integrated investigative unit intends to conduct an investigation into a further incident in accordance with subsection (4), the head of the integrated investigative unit

shall notify the chief executive officer of the Police Review Commission and the Director as soon as possible.

**Level 2 complaints**

**43.4(1)** The chief executive officer shall assess a Level 2 complaint and, having regard to all the circumstances, shall decide whether to administer the complaint as a Level 1 complaint in accordance with the process set out in section 43.2 or as a Level 3 complaint in accordance with the process set out in sections 43, 43.1, 43.5, 47 and 48.

**(2)** Notwithstanding anything to the contrary in subsection (1), section 43 applies to a Level 2 complaint that the chief executive officer has decided to administer as a Level 1 complaint.

**Level 3 complaints**

**43.5(1)** Where the Police Review Commission has received a Level 3 complaint, subject to sections 42.2, 43 and 43.1, the chief executive officer of the Police Review Commission shall cause the complaint to be investigated.

**(2)** The chief executive officer of the Police Review Commission may make arrangements for another police service to provide the necessary police officers to conduct the investigation if, in the opinion of the chief executive officer, it would be in the public interest to have one or more police officers of another police service conduct the investigation.

**(3)** Where a police officer of another police service conducts an investigation according to arrangements made by the chief executive officer of the Police Review Commission under subsection (2), that police officer has, for the purpose of conducting the investigation, the same powers as the Police Review Commission is prescribed by regulation.

**(4)** Where the chief executive officer of the Police Review Commission has formed the opinion that a police officer

(a) has committed a contravention of the regulations governing the discipline of police officers, the presiding officer appointed under section 47 shall conduct a hearing into the matter as it relates to that contravention, or

(b) has not committed a contravention of the regulations governing the discipline of police officers, the chief executive officer shall dismiss the complaint and shall advise the complainant of the disposition of the complaint, the grounds on which the disposition was made and of the right of appeal provided for under this Act.

**(5)** A complainant who receives a notice under subsection (4)(b) may appeal the matter to the Board within 30 days from the day the complainant was advised of the disposition of the complaint under subsection (4)(b) by filing with the secretary of the Board a written notice of appeal setting out the grounds on which the appeal is based.

**(6)** Notwithstanding subsection (4)(b), if the chief executive officer of the Police Review Commission is of the opinion that the alleged contravention is not of a serious nature, the chief executive officer may, subject to the regulations, dispose of the matter without conducting a hearing.

**(7)** Where the chief executive officer of the Police Review Commission disposes of a matter under subsection (6), the decision of the chief executive officer is final.

**(8)** If a complaint is being investigated under this section, the chief executive officer of the Police Review Commission must advise the complainant in writing at least once every 60 days as to the progress of the investigation.

**(9)** A copy of the document sent to the complainant under subsection (8) must be provided to the commission of the police service of the police officer.

**Level 4 complaints**

**43.6(1)** If it is determined during the administration of a Level 4 complaint that the actions of a police officer may constitute a Level 1, Level 2 or Level 3 complaint, the matter must be referred to the Police Review Commission to be dealt with in accordance with section 42.2.

**(2)** For greater certainty, the chief of a police service may dispose of a Level 4 complaint against a police officer in accordance with any internal performance management

procedures of the police service, and any applicable collective agreement that has been entered into in respect of that police service, without a complaint being made under this Part.

**32 Section 45(2)(a) is amended by striking out** "and Solicitor General".

**33 Section 45 is repealed.**

**32** Section 45(2)(a) presently reads:

*(2) If, after causing the complaint to be investigated, the chief of police is of the opinion that the actions of a police officer may constitute*

*(a) an offence under an Act of the Parliament of Canada or the Legislature of Alberta, the chief shall refer the matter to the Minister of Justice and Solicitor General, or*

**33** Section 45 presently reads:

*45(0.1) For the purposes of this section and sections 46 and 46.1, "police service" includes the Royal Canadian Mounted Police and a regional, provincial or municipal police service established under an enactment of another province or territory.*

*(1) Where a complaint is a complaint as to the actions of a police officer other than the chief of police, subject to sections 43 and 43.1, the chief shall cause the complaint to be investigated.*

*(2) If, after causing the complaint to be investigated, the chief of police is of the opinion that the actions of a police officer may constitute*

*(a) an offence under an Act of the Parliament of Canada or the Legislature of Alberta, the chief shall refer the matter to the Minister of Justice and Solicitor General, or*

*(b) a contravention of the regulations governing the discipline or the performance of duty of police officers, the chief shall cause the matter to be proceeded with under subsection (3).*

*(3) Where the chief of police is of the opinion that the actions of a police officer constitute a contravention of the regulations governing the discipline or the performance of duty of police officers, the chief of police, or a person designated by the chief of police who, pursuant to the regulations, is eligible to serve as the presiding officer at a hearing, shall conduct a hearing into the matter as it relates to that contravention.*

**34 Section 46(3)(a) is amended by striking out** "and Solicitor General" **wherever it occurs.**

*(4) Notwithstanding subsection (3), if the chief of police is of the opinion that the alleged contravention of the regulations governing the discipline or the performance of duty of police officers is not of a serious nature, the chief may, subject to the regulations, dispose of the matter without conducting a hearing.*

*(4.1) Where the chief of police disposes of a matter under subsection (4), the decision of the chief of police is final.*

*(5) If a police officer is the subject of an investigation or hearing, the chief of police or the commission may request the chair of the commission to make arrangements for another police service to provide the necessary police officers to conduct the investigation, present the case or preside at the hearing, or perform any combination of those functions, as the case may be, if in the opinion of the chief of police or of the commission,*

*(a) there is not a police officer in the chief's police service who has sufficient rank and experience to carry out the functions, or*

*(b) it would be in the public interest to have one or more police officers of another police service carry out the functions.*

*(6) Where a police officer of another police service carries out any functions pursuant to arrangements made by the chair of the commission under subsection (5), that police officer has, for the purposes of carrying out those functions under subsections (1) to (4), the same powers as a chief of police.*

*(7) If a complaint is being investigated under this section, the chief of police must advise the complainant in writing at least once every 45 days as to the progress of the investigation.*

*(8) A copy of the document sent to the complainant under subsection (7) must be provided to the commission.*

**34** Section 46(3)(a) presently reads:

*(3) If the chief of police or the police officer in charge of the police service requested or directed under subsection (2.1) to carry out the investigation is of the opinion that the actions of the chief that are the subject of the investigation constitute*

*(a) an offence under an Act of the Parliament of Canada or the Legislature of Alberta, that chief or police officer shall*

**35** **Section 46 is repealed.**

*(i) refer the matter to the Minister of Justice and Solicitor General, and*

*(ii) advise the commission of that chief's or police officer's findings, unless the Minister of Justice and Solicitor General otherwise directs,*

**35** Section 46 presently reads:

*46(1) Where the chair of a commission receives a complaint as to the actions of the chief of police, subject to sections 43 and 43.1, the chair shall refer the complaint to the commission.*

*(2) If, after reviewing the complaint, the commission is of the opinion that the actions of the chief of police may constitute*

*(a) an offence under an Act of the Parliament of Canada or the Legislature of Alberta, or*

*(b) a contravention of the regulations governing the discipline or the performance of duty of police officers,*

*the chair of the commission shall request the Minister to request or direct another police service to investigate the complaint.*

*(2.1) If the Minister receives a request from the chair of the commission under subsection (2), the Minister may request or direct that another police service investigate the complaint.*

*(2.2) Where a chief of police or a police officer of another police service carries out an investigation pursuant to a request or direction made under subsection (2.1), that chief or police officer has, for the purposes of carrying out the investigation, the same powers as a chief of police.*

*(3) If the chief of police or the police officer in charge of the police service requested or directed under subsection (2.1) to carry out the investigation is of the opinion that the actions of the chief that are the subject of the investigation constitute*

*(a) an offence under an Act of the Parliament of Canada or the Legislature of Alberta, that chief or police officer shall*

*(i) refer the matter to the Minister of Justice and Solicitor General, and*

**36 Section 46.1(4)(a) is amended by striking out** "and Solicitor General" **wherever it occurs.**

*(ii) advise the commission of that chief's or police officer's findings, unless the Minister of Justice and Solicitor General otherwise directs,*

*or*

*(b) a contravention of the regulations governing the discipline or the performance of duty of police officers, that chief or police officer shall refer the matter to the commission.*

*(4) Where a matter is referred to the commission under subsection (3)(b), the commission shall conduct a hearing into the matter as it relates to the contravention of the regulations governing the discipline or the performance of duty of police officers.*

*(5) Notwithstanding subsection (4), if the commission is of the opinion that the contravention of the regulations governing the discipline or the performance of duty of police officers is not of a serious nature, it may, subject to the regulations, dispose of the matter without conducting a hearing.*

*(6) The commission may appoint a lawyer to present to the commission the matter that is the subject of the complaint.*

*(7) If a complaint is being investigated under this section, the chair of the commission must advise the complainant in writing at least once every 45 days as to the progress of the investigation.*

*(8) A copy of the document sent to the complainant under subsection (7) must be provided to the Minister.*

**36** Section 46.1(4)(a) presently reads:

*(4) If the chief of police or police officer in charge of the police service conducting an investigation under subsection (2)(b) or (d) is of the opinion that the actions of the police officer that are the subject of the investigation constitute*

*(a) an offence under an Act of the Parliament of Canada or the Legislature of Alberta, the chief or police officer shall*

*(i) refer the matter to the Minister of Justice and Solicitor General, and*

*(ii) advise the commission and the chief of police of the police service under investigation of the chief's or police officer's findings, unless the Minister of Justice and Solicitor General otherwise directs,*

37 Sections 46.1 and 46.2 are repealed.

**37** Sections 46.1 and 46.2 presently read:

*46.1(1) The chief of police shall as soon as practicable notify the commission and the Minister where*

*(a) an incident occurs involving serious injury to or the death of any person that may have resulted from the actions of a police officer, or*

*(b) a complaint is made alleging that*

*(i) serious injury to or the death of any person may have resulted from the actions of a police officer, or*

*(ii) there is any matter of a serious or sensitive nature related to the actions of a police officer.*

*(2) The Minister, when notified under subsection (1) of an incident or complaint or on the Minister's own initiative where the Minister becomes aware of an incident or complaint described in subsection (1), may do any one or more of the following:*

*(a) request or direct that another police service provide a police officer to assist and advise the police service investigating the incident or complaint;*

*(b) request or direct another police service to conduct an investigation into the incident or complaint, which may include taking over an ongoing investigation at any stage;*

*(c) appoint one or more members of the public as overseers to observe, monitor or review an investigation to ensure the integrity of the process of the investigation;*

*(d) in accordance with section 46.2, direct the head of an integrated investigative unit to conduct an investigation into the incident or complaint, which may include taking over an ongoing investigation at any stage.*

*(3) A chief of police or police officer acting under subsection (2)(a), (b) or (d) or a person appointed under subsection (2)(c) shall report as required to the Minister.*

*(4) If the chief of police or police officer in charge of the police service conducting an investigation under subsection (2)(b) or (d) is of the opinion that the actions of the police officer that are the subject of the investigation constitute*

*(a) an offence under an Act of the Parliament of Canada or the Legislature of Alberta, the chief or police officer shall*

*(i) refer the matter to the Minister of Justice and Solicitor General, and*

*(ii) advise the commission and the chief of police of the police service under investigation of the chief's or police officer's findings, unless the Minister of Justice and Solicitor General otherwise directs,*

*(b) a contravention of the regulations governing the discipline or performance of duty of police officers, the chief or police officer shall refer the matter to the chief of the police service under investigation where it concerns the actions of a police officer, or to the commission where it concerns the actions of the chief of police, to be dealt with in accordance with this Part,*

*(c) a matter of the policies of or services provided by the police service under investigation, the chief or police officer shall refer the matter to the commission.*

*(5) The Minister may authorize and provide for the payment of remuneration and expenses to a person appointed under subsection (2)(c).*

*(6) A chief of police or police officer of another police service who is assisting with an investigation under subsection (2)(a) or conducting an investigation under subsection (2)(b) or (d) has, for the purposes of assisting with or conducting that investigation, the same powers and duties as a chief of police.*

*(7) A chief of police or police officer of another police service referred to in subsection (6) must advise a complainant, if any, in writing at least once every 45 days as to the status of the complaint.*

*(8) A copy of the document sent to a complainant under subsection (7) must be provided to the commission.*

*(9) Where a chief of police or police officer of another police service carries out any functions pursuant to a request or direction made under subsection (2), that police officer may also be requested to present the case or preside at the hearing of the complaint, and if so requested, that police officer has, for the purpose of carrying out those additional functions, the same powers as a chief of police.*

*(10) The Minister may delegate in writing the Minister's powers, functions and responsibilities under this section to the Director of Law Enforcement.*

*(11) The costs and expenses that result from*

*(a) a request or direction made by the Minister under subsection (2)(a), (b) or (d) shall be borne by the police service that is the subject of the investigation, unless otherwise directed by the Minister, and*

*(b) an appointment by the Minister under subsection (2)(c) shall be borne by the Government of Alberta.*

*46.2(1) The Minister may by order establish an integrated investigative unit and authorize it to act as another police service for the purposes of conducting an investigation under section 46.1.*

*(2) The Minister may*

*(a) designate a person as head of the integrated investigative unit, and*

*(b) appoint peace officers appointed under the Peace Officer Act as investigators under the authority of the head of the integrated investigative unit.*

*(3) Subject to the terms of the Minister's authorization under subsection (1), the head of the integrated investigative unit is deemed to be a chief of police, and any person acting as an investigator is deemed to be a police officer, for the purposes of section 46.1(3), (4), (6), (7) and (8).*

*(4) Where the head of the integrated investigative unit is conducting an investigation under section 46.1(2)(d) and becomes aware of a further incident that warrants investigating, the head of the integrated investigative unit may, on his or her own initiative, conduct an investigation into that further incident, which may include taking over an ongoing investigation at any stage.*

*(5) Where the head of the integrated investigative unit intends to conduct an investigation into a further incident in accordance with subsection (4), the head of the integrated investigative unit shall notify the Director as soon as possible.*

**38 Section 47 is amended**

**(a) by renumbering subsection (1) as subsection (1.1) and by adding the following before subsection (1.1):**

**Conduct of hearing**

**47(1)** In accordance with the regulations, the Police Review Commission shall appoint a roster of persons who may serve as presiding officers for the purposes of a hearing under this Part.

**(b) in subsection (1.1)**

**(i) by striking out** "section 45(3) or 46(4)" **and substituting** "section 43.5(4)(a)";

**(ii) by renumbering clause (a) as clause (a.1) and by adding the following before clause (a.1):**

(a) the Police Review Commission shall select a presiding officer from the roster established under subsection (1);

**(iii) in clauses (b), (c), (d), (d.1), (d.2), (e), (i) and (j)(i) and (ii) by striking out** "person conducting the hearing" **and substituting** "presiding officer";

**(c) in subsection (2) by striking out** "and Solicitor General" **wherever it occurs;**

**(d) by repealing subsection (2);**

**(e) in subsection (3)**

**(i) by striking out** "section 45(3) or 46(4)" **wherever it occurs and substituting** "section 43.5(4)(a)";

**(ii) by striking out** "and Solicitor General";

**(iii) by striking out** "section 45(2)(a) or 46(3)(a)" **and substituting** "section 43.2(6)(a)";

**(f) by repealing subsections (4) and (5) and substituting the following:**

**(4)** On considering a matter that is the subject of a complaint, the presiding officer may dismiss the matter or, subject to the

**38** Section 47 presently reads in part:

*47(1) Where a hearing is proceeded with under section 45(3) or 46(4), the following applies:*

*(a) a notice in writing of the time, place and purpose of the hearing shall be served on the person who is the subject of the hearing at least 10 days before the commencement of the hearing;*

*(b) a notice in writing of the time, place and purpose of the hearing shall be served at least 10 days before the commencement of the hearing on any other person, in addition to the person referred to in clause (a), as the person conducting the hearing directs;*

*(c) the person conducting the hearing has, with respect to the holding of a hearing, the same power as is vested in the Court of King's Bench for the trial of civil actions*

*(i) to summon and enforce the attendance of witnesses,*

*(ii) to compel witnesses to give evidence on oath or otherwise, and*

*(iii) to compel witnesses to produce documents, records and things;*

*(d) if a person fails to attend, to answer questions or to produce an item as required under clause (c), the person conducting the hearing may apply to the Court of King's Bench for an order committing that person for contempt in the same manner as if that person were in breach of an order or judgment of that Court;*

*(d.1) if a complainant fails to attend, to answer questions or to produce an item as required under clause (c) or refuses to participate or to follow processes or conducts himself or herself in an inappropriate manner, the person conducting the hearing may dismiss the matter;*

*(d.2) if a witness fails to attend or to answer questions or refuses to participate or to follow processes or conducts himself or herself in an inappropriate manner, the person conducting the hearing may dismiss the witness and continue with the hearing;*

*(e) the person conducting the hearing may receive any evidence presented that the person considers relevant to the matter*

regulations, take any action against the person in respect of whom the complaint is made that the presiding officer considers proper in the circumstances.

**(5)** On making a decision after considering the matter in respect of which a complaint is made, the presiding officer shall advise in writing the person against whom the complaint is made, the complainant, the chief executive officer of the Police Review Commission and the chief of the relevant police service of the findings of the hearing and any action taken or to be taken under subsection (4) and the right of appeal provided for under this Act.

*being heard and is not bound by the rules of law respecting evidence applicable to judicial proceedings;*

*(i) the person conducting the hearing may from time to time adjourn the hearing;*

*(j) the person in respect of whom the complaint is made is entitled*

*(i) to appear before the person conducting the hearing,*

*(ii) to make representations to the person conducting the hearing, and*

*(2) Notwithstanding that the actions of a police officer have been referred to the Minister of Justice and Solicitor General under section 45(2)(a) or 46(3)(a), if the person who referred the matter to the Minister of Justice and Solicitor General is of the opinion that those actions also constitute a contravention of the regulations governing the discipline or the performance of duty of police officers, the matter as it relates to that contravention shall be proceeded with under section 45(3) or 46(4), as the case may be, unless the Minister of Justice and Solicitor General otherwise directs.*

*(3) Notwithstanding section 45(3) or 46(4), where a matter that is referred to the Minister of Justice and Solicitor General under section 45(2)(a) or 46(3)(a) is also to be proceeded with under section 45(3) or 46(4), the hearing of the matter under section 45(3) or 46(4) may be deferred until the proceedings respecting the offence are concluded.*

*(4) On considering a matter that is the subject of a complaint,*

*(a) the chief of police or the chief's designate, in the case of a complaint under section 45, or*

*(b) the commission, in the case of a complaint under section 46,*

*may dismiss the matter or, subject to the regulations, take any action against the person in respect of whom the complaint is made that*

*(c) the chief of police or the chief's designate, in the case of a complaint under section 45, or*

*(d) the commission, in the case of a complaint under section 46,*

*considers proper in the circumstances.*

**39 Section 47.1 is repealed.**

**40 Section 49 is amended by adding** "1(d.1), 42.1 and" **after** "sections".

**41 Section 52 is amended by striking out** "A police service shall, in respect of a complaint made under section 44, 45 or 46.1, and the commission shall, in respect of a complaint made under section 46" **and substituting** "The Police Review Commission in respect of a Level 1, Level 2 or Level 3 complaint, or the chief of the police service in respect of a Level 4 or Level 5 complaint, shall".

*(5) On making a decision after considering the matter in respect of which a complaint is made,*

*(a) the chief of police, in the case of a complaint under section 45, or*

*(b) the commission, in the case of a complaint under section 46,*

*shall in writing advise the person against whom the complaint is made and the complainant*

*(c) of the findings of the hearing and any action taken or to be taken under subsection (4), or*

*(d) where a hearing is not held, of the disposition of the complaint and the grounds on which the disposition was made,*

*and of the right of appeal provided for under this Act.*

**39** Section 47.1 presently reads:

*47.1 The amendments to section 47 made by the Police Amendment Act, 2005 (No. 2) apply only to hearings that commence after the coming into force of that Act.*

**40** Section 49 presently reads:

*49 Notwithstanding sections 43 to 48 and subject to any agreement entered into between the Government of Canada and the Government of Alberta or a municipality, as the case may be, any complaints in Alberta with respect to members of the Royal Canadian Mounted Police shall be resolved in accordance with the laws governing complaints and discipline within the Royal Canadian Mounted Police.*

**41** Section 52 presently reads:

*52 A police service shall, in respect of a complaint made under section 44, 45 or 46.1, and the commission shall, in respect of a complaint made under section 46, at the end of the month in which the complaint is made or within a longer period of time as prescribed by the Director of Law Enforcement, advise the Director of the complaint and, after the disposition of the complaint, advise the Director as to how the complaint was disposed of and provide any other information respecting the investigation requested by the Director in a manner acceptable to and within a time period specified by the Director.*

**42 Section 52.1 is repealed.**

**43 The following is added before the heading to Part 6:**

**Transitional**

**52.2** If an investigation into a complaint began prior to the coming into force of this section, the complaint must be investigated and administered under the Act as it read immediately before the coming into force of this section.

**44 Section 58 is amended by striking out "or" at the end of clause (a), by adding "or" at the end of clause (b) and by adding the following after clause (b):**

(c) by serving the notice or document by electronic means,

(i) on the Chair or secretary of the Board, in the case of a notice or document sent to the Board, or

(ii) to the latest address of the person on whom the notice or document is to be served as shown on the records of the person issuing the notice or document, in a case other than that referred to in subclause (i),

regardless of whether the recipient acknowledges receipt of the notice or document.

**42** Section 52.1 presently reads:

*52.1 Despite any decision of a court to the contrary made before or after the coming into force of this section,*

*(a) a hearing conducted under this Part,*

*(b) a decision made pursuant to a hearing conducted under this Part, and*

*(c) everything done in respect of a hearing conducted under this Part*

*by a former police officer or a former member of the judiciary, including a former judge of the Court of King's Bench or the Provincial Court, on or after May 1, 2011 and before the coming into force of this section, is not invalid by reason of the presiding officer conducting the hearing being a former police officer or a former member of the judiciary, including a former judge of the Court of King's Bench or the Provincial Court.*

**43** Transitional.

**44** Section 58 presently reads:

*58 In addition to any method of service permitted by law, any notice or document respecting matters coming under this Act may be served*

*(a) by personal service, or*

*(b) by registered mail sent*

*(i) to the Chair of or secretary to the Board, in the case of a notice or document sent to the Board, or*

*(ii) to the latest address of the person on whom the notice or document is to be served as shown on the records of the person issuing the notice or document, in a case other than that referred to in subclause (i).*

**45 Section 59(2) is amended by striking out** "section 28(2)(b)" **and substituting** "section 28(2)".

**46 Section 61(1) is amended**

**(a) by repealing clause (c) and substituting the following:**

(c) respecting the establishment of municipal and regional policing committees;

(c.1) governing the powers, duties and functions of commissions, the Provincial Police Advisory Board and policing committees;

(c.2) governing, subject to this Act, the training that must be undertaken by members of commissions, the Provincial Police Advisory Board and policing committees, which may include training on human rights and diversity, conflict resolution, inherent bias, vulnerable populations and Alberta's social history;

(c.3) defining Metis community for the purposes of section 28.01(4)(b)(ii);

(c.4) establishing and respecting regional governance zones for the purposes of section 28.04;

(c.5) respecting the establishment of the priorities of a police service under section 31(1) and reporting relating to those priorities;

**(b) by adding the following after clause (f):**

(f.1) governing and respecting the Police Review Commission, including respecting the intake and assessment of complaints, the conduct of investigations, the calling and conduct of hearings, the appointment of staff, information sharing and the release of information by the Commission;

(f.2) governing the conditions in which the chief executive officer of the Police Review Commission may extend the time for making a complaint under section 43(2);

**45** Section 59(2) presently reads:

*(2) Notwithstanding subsection (1), a council may exercise its powers under section 28(2)(b) by resolution.*

**46** Section 61(1) presently reads in part:

*61(1) The Lieutenant Governor in Council may make regulations*

*(c) governing, subject to this Act, the training of police commissions and municipal policing committees, and the responsibility and duties of police commissions and municipal policing committees;*

*(g) governing investigations, including investigations by another police service or an integrated investigative unit of police officers;*

(f.3) governing and respecting the administration of Level 4 complaints;

(f.4) addressing any impossibility or difficulty with applying sections 42.1 to 48 to members of the Royal Canadian Mounted Police;

**(c) in clause (g) by adding** "generally" **after** "governing investigations";

**(d) by adding the following after clause (g.01):**

(g.02) governing and respecting the roster of persons who may serve as presiding officers for the purposes of a hearing, the appointment of persons to the roster and the selection of a presiding officer for the purposes of a hearing;

**(e) by adding the following after clause (g.1):**

(g.2) defining "serious" or "sensitive" for the purposes of sections 42.2 and 43.2;

**(f) by adding the following after clause (l):**

(m) to remedy any confusion, difficulty, inconsistency or impossibility resulting from the amendments to this Act made by the *Police Amendment Act, 2022*.

**47 Section 62(1) is amended**

**(a) by adding the following after clause (e):**

(e.1) governing information sharing and the release of information by members of the Provincial Police Advisory Board;

**(b) by adding the following after clause (g):**

(g.1) respecting the membership, the processes and the procedures of the Provincial Police Advisory Board, of municipal policing committees and of regional policing committees;

(g.2) providing for and respecting background and security checks for members of police commissions, the Provincial Police Advisory Board and municipal and regional policing committees;

**47** Adds to Minister's regulation-making authority.

**Amends SA 2006 cP-3.5**

**48(1) The *Peace Officer Act* is amended by this section.**

**(2) Section 19 is amended**

**(a) in subsection (1)(b) by adding** "that may be" **before** "of a serious or sensitive nature";

**(b) in subsection (3) by striking out** "police service or other person" **and substituting** "police service, the integrated investigative unit established under section 43.3 of the *Police Act* or any other person";

**(c) by adding the following after subsection (3):**

**(3.1)** The Director must request the integrated investigative unit established under section 43.3 of the *Police Act* to conduct an investigation when

(a) an incident occurs involving serious injury to or the death of any person that may have resulted from the actions of a peace officer, or

(b) a complaint is made alleging that

(i) serious injury to or the death of any person may have resulted from the actions of a peace officer, or

(ii) there is any matter of a serious or sensitive nature related to the actions of a peace officer.

**(d) in subsection (4) by striking out** "police service or other person conducts an investigation of an incident or matter under subsection (3)" **and substituting** "police service, the integrated investigative unit established under section 43.3 of the *Police Act* or any other person conducts an investigation under subsection (3) or (3.1)".

**Amends RSA 2000 cP-18**

**49(1) The *Police Officers Collective Bargaining Act* is amended by this section.**

**48**(1) Amends chapter P-3.5 of the Statutes of Alberta, 2006.

(2) Section 19 presently reads in part:

*19(1) An authorized employer must provide a report to the Director, as soon as the authorized employer becomes aware of it, about*

*(b) any matter of a serious or sensitive nature related to the actions of a peace officer.*

*(3) The Director may request a police service or other person to conduct an investigation into an incident or matter, or to take over an investigation.*

*(4) If the Director conducts an investigation of an incident or matter under subsection (2), or a police service or other person conducts an investigation of an incident or matter under subsection (3), the Director must notify the peace officer who is the subject of the investigation and the peace officer's authorized employer in writing*

*(a) at least once every 45 days as to the status of the investigation until the investigation is concluded, and*

*(b) as to the results of the investigation.*

**49**(1) Amends chapter P-18 of the Revised Statutes of Alberta 2000.

**(2) Section 21(a)(i) is amended by adding** "*with the exception of a difference concerning a matter that would be categorized as a Level 4 complaint under section 42.2(4) of the Police Act*," **after** "*apply,*".

**(3) Section 26(1) is amended by adding** "with the exception of a difference concerning a matter that would be categorized as a Level 4 complaint under section 42.2(4) of the *Police Act*," **after** "apply,".

**50 This Act, except for sections 5, 11, 12(b) and (c)(i), 32, 34, 36, 38(c) and (e)(ii) and 42, comes into force on Proclamation.**

(2) Section 21(a)(i) presently reads in part:

*21 If a collective agreement does not contain the provisions required under section 20, the collective agreement is deemed to contain those of the following provisions in respect of which it is silent:*

*(a) If a difference arises between the parties to or persons bound by this collective agreement*

*(i) as to the interpretation, application, operation or contravention or alleged contravention of this agreement, other than a difference concerning a matter to which the Police Act or the regulations under that Act apply,*

(3) Section 26(1) presently reads in part:

*26(1) Where a question arises between the parties over whether a matter is a difference as to the interpretation, application, operation, contravention or alleged violation of the collective agreement or is a matter to which the Police Act and the regulations under that Act apply, either party or any arbitrator before whom the matter arises on the arbitrator's own motion may, by application, refer the matter to a judge of the Court of King's Bench.*

**50** Coming into force.

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Province of Alberta

# POLICE ACT

## Revised Statutes of Alberta 2000
## Chapter P-17

Current as of December 9, 2016

Office Consolidation

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## Note

All persons making use of this consolidation are reminded that it has no legislative sanction, that amendments have been embodied for convenience of reference only. The official Statutes and Regulations should be consulted for all purposes of interpreting and applying the law.

## Regulations

The following is a list of the regulations made under the *Police Act* that are filed as Alberta Regulations under the Regulations Act

| | Alta. Reg. | *Amendments* |
|---|---|---|
| **Police Act** | | |
| Exempted Areas Police Service Agreements | 164/2014 | |
| Police Service | 356/90 | *53/2003, 31/2007, 136/2008, 44/2011, 170/2012, 22/2014, 114/2014* |

# POLICE ACT

Chapter P-17

*Table of Contents*


**1** Definitions

**Part 1**
**Administration**

**2** Responsibility of Ministers
**3** Responsibility of Government for policing
**3.1** Minister's responsibility for policing standards
**4** Responsibility for providing policing services
**5** Exceptions
**6** Determination of population
**7** Hamlets, improvement districts and special areas
**8** Director of Law Enforcement

**Part 2**
**Law Enforcement Review Board**

**9** Law Enforcement Review Board
**10** Board Chair
**11** Vacancies on Board
**12** Signing of documents
**13** Board secretary
**14** Annual report
**15** Legal counsel
**16** Powers of Board
**17** Jurisdiction of the Board
**18** Appeal to Court of Appeal
**19** Conduct of Board business
**19.1** Panels
**19.2** Review and hearing
**19.3** Dismissal by Board
**20** Matters governing hearings, inquiries and appeals

**20.1** Application

## Part 3
## Police Services and Commissions

**21** Provincial police service
**22** Municipal policing by another police service
**23** Policing committees
**24** Regional police services
**25** Regional police commissions
**26** Responsibility of a regional police commission
**27** Municipal police services
**28** Commissions
**28.1** Public Complaint Director
**28.2** Regional Public Complaint Director
**28.3** Provincial Public Complaint Director
**29** Police budgets and plans
**30** Ministerial intervention
**31** Commission's responsibility
**32** Commission inquiry
**33** Police officers serving outside their municipality

## Part 4
## Police Officers

**34** Qualifications re police officers
**35** Qualifications re chiefs of police
**36** Appointments of chiefs of police and police officers
**37** Dismissals and lay-offs of police officers
**38** Authority, duties and jurisdiction of police officers
**39** Liability re municipal police services
**40** Liability re other persons
**41** Duties of chiefs of police

## Part 5
## Complaints and Discipline

**42.1** Complaints
**43** Bringing of complaints
**43.1** Informal resolution of complaint
**44** Complaints re policies and services
**45** Complaints re police officers
**46** Complaints re chiefs of police
**46.1** Serious incidents and complaints
**46.2** Integrated investigative unit
**47** Conduct of hearing

**47.1** Application
**48** Appeals to the Board
**49** Complaints re RCMP
**51** Use of evidence
**52** Report of complaints
**52.1** Validation of hearings under Part 5

**Part 6**
**General**

**53** Lock-ups
**54** Impersonating a police officer
**55** Uniforms and insignia
**56** Application to Court
**57** General penalty
**58** Service of documents
**59** Bylaws and resolutions
**60** Police Officers Collective Bargaining Act
**60.1** Commissioned officers
**61** Lieutenant Governor in Council regulations
**62** Ministerial regulations
**63** Transitional

Schedule 1 - Oath of Office (Members of Police Commissions)
Schedule 2 - Oath of Office (Members of Policing Committees)
Schedule 3 - Oath of Allegiance and Office (Police Officers and Other Peace Officers)

HER MAJESTY, by and with the advice and consent of the Legislative Assembly of Alberta, enacts as follows:

**Definitions**

**1** In this Act,

(a) "Board" means the Law Enforcement Review Board;

(b) "Chair" means the Chair of the Board;

(c) "commission" means a police commission established under section 25 or 28;

(d) "complainant" means a person who makes a complaint under section 42.1;

(d.1) "complaint" means a complaint under section 42.1;

(e) "council" means

(i) the council of a city, town, village, summer village, specialized municipality, municipal district or Metis settlement;

(ii) in the case of a hamlet, the council of the municipal district in which the hamlet is situated;

(iii) in the case of an improvement district, the Minister responsible for the *Municipal Government Act*;

(iv) in the case of a special area, the Minister responsible for the *Special Areas Act*;

(f) "Director" means the Director of Law Enforcement appointed under section 8;

(g) "Minister" means the Minister designated under section 16 of the *Government Organization Act* as the Minister responsible for this Act;

(h) "municipal police service" means a police service established under section 27;

(i) "municipality" means a city, town, village, summer village, specialized municipality or municipal district and includes a Metis settlement;

(j) "peace officer" means a person employed for the purposes of preserving and maintaining the public peace;

(k) "police officer" means an individual who

(i) is appointed under section 36 as a police officer or a chief of police,

(ii) is a member of the Royal Canadian Mounted Police,

(ii.1) is appointed under section 5 as a police officer, or

(iii) is a member of the provincial police service;

(l) "police service" means

(i) a regional police service;

(ii) a municipal police service;

(iii) the provincial police service;

(iv) a police service established under an agreement made pursuant to section 5;

(m) "policing committee" means a policing committee established under section 23;

(n) "provincial police service" means the Royal Canadian Mounted Police where an agreement is entered into under section 21(1);

(o) repealed 2010 c21 s2;

(p) "regional police service" means a police service established under section 24.

(q) repealed 2006 cP-3.5 s38.

RSA 2000 cP-17 s1;2005 c31 s2;2006 cP-3.5 s38; 2010 c21 s2

# Part 1
# Administration

### Responsibility of Ministers

**2(1)** The Minister is charged with the administration of this Act.

**(2)** Notwithstanding anything in this Act, all police services and peace officers shall act under the direction of the Minister of Justice and Solicitor General in respect of matters concerning the administration of justice.

RSA 2000 cP-17 s2;2005 c31 s3;2013 c10 s34

### Responsibility of Government for policing

**3** The Government of Alberta is responsible for ensuring that adequate and effective policing is maintained throughout Alberta.

RSA 2000 cP-17 s3;2005 c31 s4

### Minister's responsibility for policing standards

**3.1** The Minister may, subject to the regulations,

(a) establish standards for

(i) police services,

(ii) police commissions, and

(iii) policing committees,

and

(b) ensure that standards are met.

2005 c31 s5;2005 c43 s2

**Responsibility for providing policing services**

**4(1)** As part of providing provincial policing services generally,

(a) every municipal district and Metis settlement and, subject to subsection (6), a specialized municipality, and

(b) every town, village and summer village that has a population that is not greater than 5000,

shall, subject to subsection (3), receive general policing services provided by the provincial police service at no direct cost to the town, village, summer village, municipal district or Metis settlement.

**(2)** Notwithstanding subsection (1), a municipality referred to in subsection (1) may, for the purpose of providing policing services specifically for the municipality, do one of the following:

(a) engage the provincial police service as a municipal police service under section 22(1);

(b) enter into an agreement for the provision of municipal policing services under section 22(3);

(c) establish a regional police service under section 24;

(d) establish a municipal police service under section 27.

**(3)** Subsection (1) does not apply to a municipality while it is receiving municipal policing services pursuant to subsection (2).

**(4)** Repealed 2005 c31 s6.

**(5)** A city, town, village or summer village that has a population that is greater than 5000 shall, for the purpose of providing policing services specifically for the municipality, do one of the following:

(a) enter into an agreement for the provision of municipal policing services under section 22(2) or (3);

(b) establish a regional police service under section 24;

(c) establish a municipal police service under section 27.

**(6)** A specialized municipality is responsible for the policing of an urban service area with a population greater than 5000 within that specialized municipality in accordance with subsection (5).

RSA 2000 cP-17 s4;2005 c31 s6

**Exceptions**

**5(1)** The Minister may

(a) exempt any part of Alberta from the operation of all or any provision of this Act, and

(b) make any arrangements or agreements the Minister considers proper for the policing of that part of Alberta exempted under clause (a), including appointing police officers.

**(2)** and **(3)** Repealed 2005 c31 s7.

**(4)** When a town, village or summer village attains a population that is greater than 5000, that municipality shall assume responsibility for providing its policing services under section 4(5) on April 1 in the 2nd year following the year

(a) in which it was determined that the municipality had attained a population that is greater than 5000, or

(b) in the case where an order is made under subsection (5), in which the Minister is satisfied that the population of the municipality will continue to remain in excess of 5000.

**(5)** Notwithstanding subsection (4), if the Minister is of the opinion that the population of a municipality referred to in subsection (4) will not remain in excess of 5000, the Minister may by order exempt that municipality from the operation of subsection (4) until the Minister is satisfied that the population of the municipality will continue to remain in excess of 5000.

RSA 2000 cP-17 s5;2005 c31 s7

**Determination of population**

**6** For the purposes of this Act, the population of a city, town, village or summer village shall be determined in accordance with the regulations under the *Municipal Government Act*.

1988 cP-12.01 s6;1994 cM-26.1 s642(51)

**Hamlets, improvement districts and special areas**

**7** This Act and the regulations apply to

(a) a hamlet as if it were a village, and

(b) an improvement district or special area as if it were a municipal district.

1988 cP-12.01 s7

**Director of Law Enforcement**

**8(1)** In accordance with the *Public Service Act*, there shall be appointed a Director of Law Enforcement.

**(2)** The duties of the Director include the following:

(a) monitoring police services to ensure that adequate and effective policing is maintained both municipally and provincially;

(a.1) monitoring the handling by chiefs of police and commissions of complaints;

(b) developing and promoting crime prevention and restorative justice programs;

(c) developing and promoting programs to enhance professional practices, standards and training for police services, commissions and policing committees;

(d) assisting in the co-ordination of policing services;

(e) consulting with and advising councils, commissions, policing committees, chiefs of police and authorized employers of peace officers appointed under the *Peace Officer Act* on matters relating to police and policing;

(f) developing, maintaining and managing programs and statistical records and conducting research studies in respect of offences and enforcement practices.

RSA 2000 cP-17 s8;2005 c31 s8;2006 cP-3.5 s38; 2010 c21 s3

## Part 2
## Law Enforcement Review Board

**Law Enforcement Review Board**

**9(1)** The Lieutenant Governor in Council shall establish a board to be known as the "Law Enforcement Review Board" composed of not fewer than 3 members appointed by the Lieutenant Governor in Council.

**(2)** At least one member of the board shall be an active member of The Law Society of Alberta.

**(3)** A member of the Board must be appointed for a term of not more than 3 years and, subject to the *Alberta Public Agencies Governance Act* and any applicable regulations under that Act, is eligible for reappointment.

**(4)** Notwithstanding that the term of office of a member of the Board may have expired, the member continues to hold office until

(a) the member is reappointed,

(b) a successor is appointed, or

(c) a period of 6 months has elapsed,

whichever occurs first.

**(5)** The members of the Board shall be paid

(a) fees or remuneration, and

(b) expenses for subsistence and travelling while absent from their ordinary places of residence in the course of their duties as members of the Board,

as prescribed by the Lieutenant Governor in Council in accordance with any applicable regulations under the Alberta Public Agencies Governance Act.

**(6)** If regulations under the Alberta Public Agencies Governance Act apply in respect of fees, remuneration or expenses to be paid to members of the Board, those regulations prevail, to the extent of any conflict or inconsistency, over any regulations prescribing fees, remuneration or expenses under subsection (5).

RSA 2000 cP-17 s9;2009 cA-31.5 s65

**Board Chair**

**10(1)** The Lieutenant Governor in Council shall designate one of the members of the Board who is an active member of The Law Society of Alberta as Chair of the Board.

**(1.1)** The Chair may designate a member of the Board to be acting Chair when the Chair is absent.

**(1.2)** An acting Chair has all the functions, powers and duties of the Chair, unless the designation provides otherwise.

**(2)** If the Chair is unable to act as Chair for any reason and is unable to designate a member as acting Chair under subsection (1.1), the member in attendance with the longest period of service on the Board shall act in the place of the Chair.

**(3)** For the purposes of subsection (2), if 2 or more persons have an equal period of service on the Board, the member in attendance named earliest in the order appointing the members shall act in the place of the Chair.

RSA 2000 cP-17 s10;2005 c43 s3

**Vacancies on Board**

**11(1)** When any member of the Board

(a) is absent from Alberta, or

(b) in the opinion of the Lieutenant Governor in Council, is by reason of illness or any other cause incapable of performing the member's duties,

the Lieutenant Governor in Council may by order appoint a person to act in the place of the absent or incapacitated member, on the terms and at the remuneration prescribed by the Lieutenant Governor in Council.

**(2)** The person appointed under subsection (1) has all the rights and powers of a member of the Board and may, during the period of time for which the person is appointed, discharge the duties of a member of the Board.

1988 cP-12.01 s11

**Signing of documents**

**12** An order or other document setting out a decision, recommendation or direction of the Board may be signed by the Chair or acting Chair and shall be admitted in evidence as proof, in the absence of evidence to the contrary,

(a) that the decision, recommendation or direction is that of the Board, and

(b) that the person signing the order or other document was authorized to do so at the time of the signing,

without proof of the signature or appointment of the person signing as Chair or acting Chair.

1988 cP-12.01 s12

**Board secretary**

**13(1)** The Minister may appoint a secretary to the Board, who shall

(a) keep a record of all proceedings conducted before the Board;

(b) have the custody and care of the records and documents of the Board;

(c) act as a registrar of all notices of appeal and complaints received by the Board;

(d) prepare reports required by the Minister or the Chair of the Board.

**(2)** A member of the Board may act as secretary in the absence of the secretary.

**(3)** If the secretary is not an employee of the Government,

(a) the Lieutenant Governor in Council shall prescribe the fees or remuneration to be paid to the secretary, and

(b) the secretary shall be paid expenses as prescribed by regulation for subsistence and travelling while absent from the secretary's ordinary place of residence in the course of the secretary's duties as the secretary to the Board.

1988 cP-12.01 s13;1994 cG-8.5 s54

**Annual report**

**14** After the end of each calendar year the Board shall file with the Minister a report showing the number and nature of the appeals and inquiries that it held, summaries of the findings made and any other matter that the Minister directs.

1988 cP-12.01 s14;1994 cG-8.5 s54

**Legal counsel**

**15** On the request of the Board or the Chair, the Minister of Justice and Solicitor General may appoint a lawyer to assist the Board in respect of an appeal or an inquiry.

RSA 2000 cP-17 s15;2013 c10 s34

**Powers of Board**

**16** The Board and each member of the Board have

(a) all the powers of a commissioner appointed under the *Public Inquiries Act*, and

(b) the powers given to the Board under the regulations.

1988 cP-12.01 s16

**Jurisdiction of the Board**

**17(1)** The Board

(a) may, on its own motion, conduct inquiries respecting complaints,

(a.1) shall conduct reviews of decisions of a commission referred to the Board under section 43(12)(b)(i),

(b) shall conduct appeals referred to the Board under section 48 in accordance with section 19.2,

(c) shall at the request of the Minister conduct inquiries in respect of any matter respecting policing or police services, and

(d) shall conduct appeals under section 21 of the *Peace Officer Act*.

**(2)** If the Board is of the opinion that the actions of a police officer who is the subject of an appeal or an inquiry may constitute an offence under an Act of the Parliament of Canada or the Legislature of Alberta, the Board shall refer the matter to the Minister of Justice and Solicitor General.

**(3)** Notwithstanding that the actions of the police officer have been referred to the Minister of Justice and Solicitor General under subsection (2), if the Board is of the opinion that those actions also constitute a contravention of the regulations governing the discipline or the performance of duty of police officers, the matter, as it relates to that contravention, may be proceeded with by the Board unless the Minister of Justice and Solicitor General directs otherwise.

RSA 2000 cP-17 s17;2005 c31 s9;2006 cP-3.5 s38;
2010 c21 s4;2013 c10 s34

### Appeal to Court of Appeal

**18** The decision of the Board in respect of a matter appealed to it under section 48 may,

(a) within 30 days from the day that the Board gives its decision, and

(b) with the permission of a single judge of the Court of Appeal,

be appealed to the Court of Appeal on a question of law.

RSA 2000 cP-17 s18;2008 c23 s2;2014 c13 s36

### Conduct of Board business

**19(1)** The Board shall hold meetings as it considers necessary.

**(2)** The Board may hold sittings and conduct appeals or inquiries at any place in Alberta.

**(3)** The Chair, or the secretary to the Board at the direction of the Chair, may

(a) arrange for matters to be set down before the Board;

(b) adjourn matters set down before the Board;

(c) perform the administrative functions that are necessary to enable the Board to carry out its duties under this Act or the *Peace Officer Act*.

**(4)** Repealed 2005 c43 s4.

RSA 2000 cP-17 s19;2005 c43 s4;2006 cP-3.5 s38

**Panels**

**19.1(1)** The Chair may designate any 2 or more members of the Board, which may include the Chair, to sit as a panel of the Board and may direct that panel to conduct any appeal, inquiry or review that the Board may conduct.

**(2)** A quorum of a panel is 2 members.

**(3)** Notwithstanding subsections (1) and (2), where the Chair considers it appropriate to do so, the Chair may designate one member of the Board, which may include the Chair, to sit as a panel of the Board to deal with preliminary or procedural matters incidental to an appeal, inquiry or review.

**(4)** A decision made or action taken by a panel is a decision or action of the Board.

**(5)** A panel of the Board may exercise and perform all the powers and duties of the Board under this Act or any other enactment with respect to the matter it is directed to deal with.

**(6)** For the purposes of subsection (5), any reference to the Board in this Act or any other enactment is a reference to a panel of the Board.

**(7)** If the Chair is not a member of a panel, the Chair must designate one of the members of the panel to preside over the panel.

**(8)** When an appeal, inquiry or review is conducted by a panel and one or more members of the panel for any reason do not attend on any day or part of a day, the remaining members present may, if they constitute a quorum, exercise and perform all the powers and duties of the panel with respect to that appeal, inquiry or review.

**(9)** Two or more panels may sit simultaneously or at different times.

2005 c43 s5

**Review and hearing**

**19.2(1)** Prior to scheduling an appeal for a hearing, the Board shall, within 30 days of receipt of written notice of the appeal, review the written notice of appeal and the record of the hearing and may

(a) dismiss the matter if in the opinion of the Board the appeal is frivolous, vexatious or made in bad faith, or

(b) notwithstanding section 20(2)(b), make a decision in respect of the appeal based on the review of the record and consideration of the factors set out in the regulations respecting appeals, without conducting a hearing.

**(2)** Where the Board is unable to dismiss or conclude an appeal in accordance with subsection (1), the Board may schedule a hearing of the appeal.

**(3)** The Board may give directions to the affected parties in respect of a review or a hearing and may extend or modify its directions on reasonable request by a party.

2010 c21 s5

**Dismissal by Board**

**19.3** The Board may dismiss an appeal if a direction given by the Board under section 19.2(3) has not been complied with by a party or if a party has not responded to the Board's direction.

2010 c21 s5

**Matters governing hearings, inquiries and appeals**

**20(1)** For the purpose of conducting an appeal or an inquiry before the Board, the following applies:

(a) a notice in writing of the time, place and purpose of the appeal or inquiry shall be served on the person who is the subject of the appeal or inquiry at least 10 days before the commencement of the appeal or inquiry;

(b) a notice in writing of the time, place and purpose of the appeal or inquiry shall be served at least 10 days before the commencement of the appeal or inquiry on any other person, in addition to the person referred to in clause (a), as the Board directs;

(c) the Board has, with respect to the holding of an appeal or an inquiry, the same power as is vested in the Court of Queen's Bench for the trial of civil actions

(i) to summon and enforce the attendance of witnesses,

(ii) to compel witnesses to give evidence on oath or otherwise, and

(iii) to compel witnesses to produce documents, records and things;

(d) the Board may require

(i) the chief of police in respect of an investigation or a hearing conducted under section 45, or

(ii) the person charged with the conduct of an investigation or a hearing under section 45 or 46,

to produce to the Board, prior to an appeal or an inquiry, copies of all investigation reports, statements, correspondence or other documents or things relating to the matter;

(e) if a person fails to attend, to answer questions or to produce an item as required under clause (c) or (d), the Board may

(i) with respect to that person, exercise its power of contempt as provided under the *Public Inquiries Act*, or

(ii) where it is unable to exercise the power of contempt referred to in subclause (i), apply to the Court of Queen's Bench for an order committing that person for contempt in the same manner as if that person were in breach of an order or judgment of that Court;

(e.1) if a complainant fails to attend, to answer questions or to produce an item as required under clause (c) or (d) or refuses to participate or to follow processes or conducts himself or herself in an inappropriate manner, the Board may dismiss the matter;

(e.2) if a witness fails to attend or to answer questions or refuses to participate or to follow processes or conducts himself or herself in an inappropriate manner, the Board may dismiss the witness and continue with the matter;

(f) the Board may accept any evidence that the Board considers to be relevant to the determination of the issues and is not

bound by the rules of law respecting evidence applicable to judicial proceedings;

(g) in the case where the Board is conducting an appeal, the Board may

(i) receive new evidence that was not available, or

(ii) refuse to receive new evidence if, in the opinion of the Board, that evidence was available but not presented,

when the matter was initially heard or considered;

(h) repealed 2005 c43 s6;

(i) all oral evidence received shall be taken down in writing or recorded by electronic means;

(j) all the evidence taken down in writing or recorded by electronic means and all documentary evidence and things received in evidence at an appeal or an inquiry form the record of the proceeding;

(k) the Board may

(i) from time to time adjourn matters that are before the Board, and

(ii) in respect of an appeal, before or after the expiration of the time for service of a notice of appeal, extend the time for service for a further period not exceeding 30 days;

(l) an appeal or an inquiry shall be held in public;

(m) notwithstanding clause (l), an appeal or an inquiry, or any portion of it, may be held in private if, in the opinion of the Board, it is in the public interest to do so;

(n) a person who is likely to be affected by an appeal or an inquiry is entitled

(i) subject to clause (p), to appear before the Board,

(ii) to make representations to the Board, and

(iii) to be represented by a lawyer or an agent;

(o) a witness, other than one employed for a police service, attending a proceeding before the Board is entitled to the same fees and allowances as a witness summoned to attend

at the Provincial Court unless otherwise provided for by a regulation made under this Act;

(p) notwithstanding clause (n), in conducting an appeal the Board may with the consent of the parties to the proceeding decline to hold a hearing in respect of the appeal and base its decision on

(i) the record of the proceeding being appealed from, and

(ii) the written submissions of the parties to the appeal.

**(1.1)** On an application for review under section 43(12)(b)(i) of a decision of a commission, the Board shall without a hearing review the record of the proceedings under section 43(8), (9) or (10) and the reasons for the commission's decision and may

(a) affirm the decision of the commission, or

(b) refer the complaint back to the commission or the chief with directions that the complaint be dealt with in accordance with Part 5.

**(1.2)** If at any time after a written notice of appeal has been filed with the Board in accordance with section 48 the parties agree to a resolution of the matter, the Board may issue an order respecting the agreement.

**(1.3)** An order issued under subsection (1.2) concludes the appeal process.

**(2)** Where the Board concludes an appeal

(a) in the case of an appeal commenced under section 48 from a matter in respect of which a hearing was held, the Board may

(i) allow the appeal,

(ii) dismiss the appeal,

(iii) vary the decision being appealed,

(iv) direct that the matter, subject to any directions that the Board may give, be reheard under section 45 or 46, as the case may be,

(v) affirm or vary the punishment imposed, or

(vi) take any other action that the Board considers proper in the circumstances,

and

(b) in the case of an appeal commenced under section 48 from a matter in respect of which a hearing has not been held, the Board may

(i) affirm the decision made under section 47,

(ii) direct that a hearing be conducted under section 45(3) or 46(4), as the case may be,

(iii) direct

(A) the chief of police, in the case of a complaint made in respect of a police officer, or

(B) the commission, in the case of a complaint made in respect of a chief of police,

to lay a charge under the regulations governing the discipline or the performance of duty of police officers,

(iv) direct

(A) the chief of police, in the case of a complaint made in respect of a police officer, or

(B) the commission, in the case of a complaint made in respect of the chief of police,

to have the matter investigated again,

(iv.1) take any action required by the *Peace Officer Act*, or

(v) take any other action that the Board considers proper in the circumstances.

**(2.1)** A decision of the Board under subsection (2) must be made in writing within 60 days after the Board concludes the appeal.

**(2.2)** Notwithstanding subsection (2.1), the Board may extend the 60-day time period set out in subsection (2.1) on written notice in accordance with subsection (3) to all of the parties whether or not the period has expired.

**(3)** When the Board conducts an appeal or an inquiry, the following must be informed in writing of the findings of the Board:

(a) the appellant, in the case of an appeal commenced under section 48(1);

(b) the complainant and the police officer against whom the complaint is made, in the case of an appeal commenced under section 48(2);

(c) the commission;

(d) the Minister.

**(4)** If the Board is of the opinion that a party or counsel to a party to an appeal or an inquiry has acted in a frivolous or vexatious manner, or where the Board considers an award of costs warranted in the circumstances, the Board may

(a) award costs against a party or counsel to a party in an amount considered appropriate by the Board, and

(b) direct that the costs referred to in clause (a) be paid

(i) to any other party to the appeal or inquiry,

(ii) to the Crown in right of Alberta, or

(iii) partly to any other party to the appeal or inquiry and partly to the Crown in right of Alberta.

RSA 2000 cP-17 s20;2005 c31 s10;2005 c43 s6;2006 cP-3.5 s38;2010 c21 s6

**Application**

**20.1** The amendments to sections 19 and 20 made by the *Police Amendment Act, 2005 (No. 2)* apply only to inquiries and appeals that commence after the coming into force of that Act.

2005 c43 s7

# Part 3
# Police Services and Commissions

**Provincial police service**

**21(1)** The Lieutenant Governor in Council may, from time to time, authorize the Minister on behalf of the Government of Alberta to enter into an agreement with the Government of Canada for the Royal Canadian Mounted Police to provide a provincial police service.

**(2)** When an agreement referred to in subsection (1) is in force, the Royal Canadian Mounted Police are responsible for the policing of all or any part of Alberta as provided for in the agreement.

**(3)** The Royal Canadian Mounted Police with respect to their duties as the provincial police service shall, subject to the terms of the agreement referred to in subsection (1), be under the general direction of the Minister in matters respecting the operations, policies and functions of the provincial police service other than those matters referred to in section 2(2).

1988 cP-12.01 s21;1994 cG-8.5 s54

**Municipal policing by another police service**

**22(1)** The Government of Alberta may enter into an agreement with the council of a municipality referred to in section 4(2) for the provision of policing services specifically for the municipality by the provincial police service subject to the sharing of costs as determined by the Minister.

**(2)** Notwithstanding subsection (1), where the Minister considers it necessary, the Minister may authorize a municipality that has a population that is greater than 5000 to enter into an agreement with the Government of Alberta for the provision of policing services specifically for the municipality by the provincial police service subject to the sharing of costs as determined by the Minister.

**(3)** Subject to the prior approval of the Minister, the council of a municipality may enter into an agreement with

(a) the Government of Canada for the employment of the Royal Canadian Mounted Police, or

(b) the council of another municipality,

for the provision of policing services to the municipality.

**(4)** If a municipality has entered into a policing agreement under subsection (1), (2) or (3), it shall not, without the prior approval of the Minister, withdraw from or alter the type of policing service that it is receiving.

**(5)** Repealed 2005 c31 s11.

RSA 2000 cP-17 s22;2005 c31 s11

**Policing committees**

**23(1)** In this section, "officer in charge" means the officer in charge of the unit of the police service that is providing policing services to a municipality under section 22.

**(2)** A council that has entered into an agreement under section 22 may establish a policing committee.

**(3)** A council that establishes a policing committee shall, subject to the regulations,

(a) prescribe the rules governing the operation of the policing committee, and

(b) appoint the members of the policing committee.

**(4)** A policing committee shall consist of not fewer than 3 nor more than 12 members.

**(5)** If

(a) 4 or fewer members are appointed under subsection (3), one of them may be a member of the council or an employee of the municipality, or

(b) 5 or more members are appointed under subsection (3), 2 of them may be members of the council or employees of the municipality.

**(6)** The council may provide for the payment of reasonable remuneration or of a gratuity or allowance to members of the policing committee.

**(7)** The term of office of a person appointed to a policing committee is

(a) 3 years, or

(b) a term of less than 3 years, but not less than 2 years, as may be fixed by bylaw.

**(8)** Notwithstanding subsection (7), a majority of the members appointed to a newly established policing committee shall be appointed for 3 years, and the remaining members shall be appointed for 2 years.

**(9)** The members of a policing committee shall, at the first meeting of the policing committee in each year, elect from among their members a chair and one or more vice-chairs.

**(10)** A member who is a member of the council or an employee of the municipality is not eligible to be elected as chair or vice-chair of the committee.

**(11)** A member of a policing committee is eligible for reappointment if the reappointment does not result in more than 10 consecutive years of service by that member.

**(12)** If a person who is a member of a council is a member of the policing committee, that person's appointment to the policing

committee terminates on that person's ceasing to be a member of the council.

**(13)** The appointment of a member to the policing committee may not be revoked by the council except for cause.

**(14)** A policing committee shall, with respect to the municipality for which it is established,

(a) oversee the administration of the agreement made under section 22,

(b) assist in selecting the officer in charge,

(c) represent the interests of the council to the officer in charge,

(d) in consultation with the officer in charge, develop a yearly plan of priorities and strategies for municipal policing,

(e) issue instructions to the officer in charge respecting the implementation and operation of the yearly plan,

(f) represent the interests and concerns of the public to the officer in charge,

(g) assist the officer in charge in resolving complaints, and

(h) appoint a Public Complaint Director.

**(15)** All persons appointed to a policing committee shall take the oath set out in Schedule 2.

RSA 2000 cP-17 s23;2005 c31 s12;2010 c21 s7

**Regional police services**

**24(1)** Subject to the prior approval of the Minister, the councils of 2 or more municipalities may enter into an agreement to be policed by one regional police service.

**(2)** The Government of Alberta may be a party to an agreement referred to in subsection (1) if the region to be policed under the agreement includes an area not contained within the limits of a municipality that is subject to the agreement.

**(3)** If the council of a municipality has entered into an agreement under this section, it shall not withdraw from the agreement without the prior approval of the Minister.

1988 cP-12.01 s24;1994 cG-8.5 s54

**Regional police commissions**

**25(1)** The parties to an agreement entered into under section 24 shall, in accordance with the agreement and subject to the regulations, establish a regional police commission.

**(2)** The appointment of a member to a regional police commission may be revoked only for cause and in accordance with the agreement entered into under section 24.

**(3)** All persons appointed to a regional police commission shall take the oath set out in Schedule 1.

1988 cP-12.01 s25

**Responsibility of a regional police commission**

**26** A regional police commission shall, on behalf of the parties to an agreement entered into under section 24, establish and maintain an adequate and effective regional police service under the general supervision of the regional police commission.

1988 cP-12.01 s26

**Municipal police services**

**27(1)** A municipality that has assumed responsibility for establishing a municipal police service under section 4(2)(d) or (5)(c) shall establish and maintain an adequate and effective municipal police service under the general supervision of a municipal police commission.

**(2)** A municipality maintaining a municipal police service shall not withdraw from providing that service except with the prior approval of the Minister.

RSA 2000 cP-17 s27;2005 c31 s13

**Commissions**

**28(1)** A council, other than one that is party to an agreement entered into under section 22 or 24, that

(a) has a municipal police service, or

(b) has the approval of the Minister to establish a municipal police service,

shall establish a police commission.

**(2)** A council that has established a commission shall, subject to the regulations,

(a) prescribe the rules governing the operations of the commission, and

(b) appoint the members of the commission.

**(3)** A commission shall consist of not fewer than 3 nor more than 12 members.

**(4)** If

(a) 4 or fewer members are appointed under subsection (2), one of them may be a member of the council or an employee of the municipality, or

(b) 5 or more members are appointed under subsection (2), 2 of them may be members of the council or employees of the municipality.

**(5)** The council may provide for the payment of reasonable remuneration or of a gratuity or allowance to members of the commission.

**(6)** The term of office of a person appointed to a commission is

(a) 3 years, or

(b) a term of less than 3 years, but not less than 2 years, as may be fixed by bylaw.

**(7)** Notwithstanding subsection (6), a majority of the members appointed to a newly established commission shall be appointed for 3 years, and the remaining members shall be appointed for 2 years.

**(8)** A member of a commission is eligible for reappointment if the reappointment does not result in more than 10 consecutive years of service by that member.

**(9)** If a person who is a member of a council is a member of the commission, that person's appointment to the commission terminates on that person's ceasing to be a member of the council.

**(10)** The members of the commission shall, at the first meeting of the commission in each year, elect from among their members a chair and one or more vice-chairs.

**(11)** A member who is a member of the council or an employee of the municipality is not eligible to be elected as chair or vice-chair of the commission.

**(12)** The appointment of a member to a commission may not be revoked by the council except for cause.

**(13)** All persons appointed to a commission shall take the oath set out in Schedule 1.

RSA 2000 cP-17 s28;2005 c31 s14;2010 c21 s8

**Public Complaint Director**

**28.1(1)** Each commission and policing committee shall designate a person as a Public Complaint Director.

**(2)** The Public Complaint Director may be

(a) a member of the commission or policing committee other than a member of the council,

(b) an employee of the commission or policing committee,

(c) an employee of the municipality,

(d) another person, other than a member of the council, who in the opinion of the commission or policing committee is qualified to serve in that capacity, or

(e) a former police officer if the position of Public Complaint Director is not in the same municipality where the former police officer was employed.

**(2.1**) The Public Complaint Director shall not be a currently serving police officer.

**(3)** The Public Complaint Director shall

(a) receive complaints against police officers from the public and refer them to the chief of police under section 43(1),

(b) act as a liaison between the commission, policing committee, the chief of police, the officer in charge of a police service and the complainant as applicable,

(c) perform the duties assigned by the commission or policing committee in regard to complaints,

(d) review the investigation conducted in respect of a complaint during the course of the investigation and at the conclusion of the investigation,

(e) offer an alternative dispute resolution process where, in the Public Complaint Director's opinion, that may be an appropriate manner in which to resolve the complaint,

(f) if an alternative dispute resolution process is offered under clause (e), review the manner in which the alternative dispute resolution process is delivered, and

(g) provide reports to the commission or policing committee, as required by the commission or policing committee.

2005 c31 s15;2010 c21 s9

**Regional Public Complaint Director**

**28.2(1)** Notwithstanding section 28.1, the policing committees of 2 or more municipalities may, by unanimous agreement of the municipalities, designate a person as a Regional Public Complaint Director for those policing committees.

**(2)** A person who is eligible to be a Public Complaint Director under section 28.1(2) or (2.1) is also eligible to be a Regional Public Complaint Director but may not serve as both a Public Complaint Director and Regional Public Complaint Director concurrently.

**(3)** A Regional Public Complaint Director has the same powers as a Public Complaint Director has under section 28.1(3).

2010 c21 s10

**Provincial Public Complaint Director**

**28.3(1)** The Minister may designate an employee of the Government under the Minister's administration as a Provincial Public Complaint Director.

**(2)** The Provincial Public Complaint Director has the following functions:

(a) receive complaints from the public;

(b) refer complaints to the chief of police, the officer in charge of a police service, the Public Complaint Director or the Regional Public Complaint Director, as appropriate;

(c) if no Public Complaint Director or Regional Public Complaint Director has been designated for the municipality in which a complaint arose, perform the functions of a Public Complaint Director or Regional Public Complaint Director in respect of the complaint;

(d) provide education and training resources to the Public Complaint Director and Regional Public Complaint Director;

(e) gather information and statistical data respecting the types of complaints made, the number of complaints made and any other information respecting complaints as required;

(f) present reports to the Minister as required.

2010 c21 s10

**Police budgets and plans**

**29(1)** Every commission, in consultation with the chief of police, shall cause to be prepared

(a) estimates of all money required for the fiscal year to

(i) pay the remuneration of the police officers and other persons employed for the police service, and

(ii) provide and pay for the maintenance of accommodation, equipment and operating costs of the police service,

and

(b) a yearly plan specifying the level of police service and programs to be provided in respect of the municipality,

and shall submit those estimates and plans to the council.

**(2)** In developing a budget, the council may obtain any information from the commission that may be necessary to enable it to assess the efficiency and the financing requirements of the police service.

**(3)** The council is responsible for establishing the total budget for the purposes of the police service, and the commission is responsible for allocating the funds provided for under the budget.

1988 cP-12.01 s29

**Ministerial intervention**

**30(1)** When, in the opinion of the Minister, a municipality that is responsible for providing and maintaining policing services is not

(a) providing or maintaining adequate and effective policing services, or

(b) complying with this Act or the regulations,

the Minister may notify the council of that fact and request the council to take the action the Minister considers necessary to correct the situation.

**(2)** If the council does not comply with a request made under subsection (1), the Minister may

(a) appoint police officers for that municipality and prescribe their remuneration,

(b) request the provincial police service to provide policing services to the municipality on an interim basis, or

(c) do any other thing necessary to create an adequate and effective police service within the municipality.

**(3)** Where

(a) the Minister appoints police officers for a municipality under subsection (2)(a), and

(b) the municipality has a police service,

the Minister may prescribe that the remuneration of the police officers appointed under subsection (2)(a) be in accordance with any collective agreement that has been entered into in respect of that police service.

**(4)** The remuneration of police officers appointed by the Minister under subsection (2) and any other costs incurred under subsection (2) shall be paid by the municipality.

**(5)** If a municipality is in default of payment under subsection (4), the amount shall be paid by the Government and may be recovered by the Government by deducting the amount from any grant payable to the municipality or by an action in debt.

1988 cP-12.01 s30;1994 cG-8.5 s54

**Commission's responsibility**

**31(1)** Where a commission has been established, the commission shall, in the carrying out of its responsibilities, oversee the police service and for that purpose shall do the following:

(a) allocate the funds that are provided by the council;

(b) establish policies providing for efficient and effective policing;

(c) issue instructions, as necessary, to the chief of police in respect of the policies referred to in clause (b);

(d) ensure that sufficient persons are employed for the police service for the purposes of carrying out the functions of the police service.

**(2)** Every police officer

(a) is, after the establishment of a commission, subject to the jurisdiction of the commission, and

(b) shall obey the directions of the commission.

**(3)** Notwithstanding subsections (1) and (2), a commission shall not issue an instruction to a police officer other than to the chief of police.

**(4)** Where an employee other than a police officer is employed for the police service, the commission may release the employee from the police service subject to the provisions of any collective agreement that applies to that employee.

**(5)** Where a commission has been established, the council shall not, except as permitted under this Act or the *Police Officers Collective Bargaining Act*,

(a) perform any function or exercise any power in respect of the police service that the commission is empowered to perform or exercise, or

(b) issue any instructions to a police officer.

**(6)** The council is,

(a) for the purposes of the *Police Officers Collective Bargaining Act*, the employer of police officers, and

(b) for the purposes of the *Labour Relations Code*, the employer of persons other than police officers,

who are employed for the police service.

**(7)** The council is liable for any legal liability that is incurred by the commission.

1988 cP-12.01 s31

**Commission inquiry**

**32(1)** A commission may conduct an inquiry into any matter respecting the police service or the actions of any police officer or other person employed for the police service.

**(2)** A commission may designate from among its members a committee of one or more persons to conduct an inquiry under this section.

**(3)** Subject to subsection (5)(a), where more than one person is to conduct an inquiry under this section, the commission shall designate one of its members to act as the chair of the inquiry.

**(4)** Where a commission intends to conduct an inquiry under this section, it shall before commencing the inquiry advise the Minister of its intention to conduct the inquiry.

**(5)** The Lieutenant Governor in Council may by order appoint a person

(a) to act as the chair of the inquiry, or

(b) to conduct the inquiry on behalf of the commission.

**(6)** Where the Lieutenant Governor in Council makes an order under subsection (5)(b), the person so appointed shall, in the place of the commission or any committee of the commission, conduct the inquiry under this section on behalf of the commission.

**(7)** The persons conducting an inquiry under this section have, for the purpose of conducting that inquiry, all the powers of a commissioner under the *Public Inquiries Act*.

**(8)** Where, from the evidence before the inquiry, the chair of the inquiry is of the opinion that there is sufficient evidence that the actions of a specific police officer constitute or may constitute a contravention of the regulations governing the discipline or the performance of duty of police officers, the chair shall report that matter to the commission.

**(9)** On receiving a report under subsection (8), the commission shall proceed to have the actions of the specific police officer dealt with under Part 5.

**(10)** Notwithstanding that a report is made under subsection (8), the persons conducting the inquiry may proceed with the inquiry but shall not make any recommendations concerning the disposition under Part 5 of the matter in respect of which the report was made.

**(11)** When an inquiry is completed, the chair of the inquiry shall provide a written report of the findings of the inquiry and any recommendations

(a) to the commission, and

(b) to the Minister.

**(12)** The Board shall not commence an inquiry under section 17(1)(a) with respect to a matter that is the subject of an inquiry being conducted under this section until the inquiry under this section is completed.

**(13)** Where the Board is conducting an inquiry under section 17(1)(a), a commission shall not commence an inquiry under this section with respect to a matter that is the subject of the Board's inquiry until the Board's inquiry is completed.

**(14)** The expenses of an inquiry conducted under this section must, unless otherwise provided for by an order of the Lieutenant Governor in Council, be paid for by the council.

1988 cP-12.01 s32;1994 cG-8.5 s54

**Police officers serving outside their municipality**

**33(1)** The Minister may at any time with the consent of the chair of a commission of a police service that is established under section 24 or 27 direct a police officer of that police service to serve in any part of Alberta that is outside the boundaries of the area for which the commission is responsible.

**(2)** The commission shall be reimbursed by the Minister for the remuneration and expenses of any police officer providing services pursuant to a direction made under subsection (1).

1988 cP-12.01 s33;1994 cG-8.5 s54

## Part 4
## Police Officers

**Qualifications re police officers**

**34** To be eligible to be appointed as a police officer, other than a chief of police, a person must be a Canadian citizen or lawfully admitted to Canada for permanent residence and meet the other qualifications specified by the regulations and the commission.

RSA 2000 cP-17 s34;2006 cP-3.5 s38

**Qualifications re chiefs of police**

**35** To be eligible to be appointed as a chief of police of a police service established under section 24 or 27, a person must be a Canadian citizen and meet the other qualifications specified by the regulations and the commission.

1988 cP-12.01 s35

**Appointments of chiefs of police and police officers**

**36(1)** The commission shall, for a police service,

(a) appoint the chief of police, subject to subsection (1.1), and

(b) appoint police officers.

**(1.1)** The initial appointment of any individual as chief of police must be ratified by council.

**(2)** Notwithstanding subsection (1), the commission may delegate the power to appoint police officers other than a chief of police to the chief of police.

**(3)** Each police officer appointed under this section shall, before commencing his or her duties, take the oath set out in Schedule 3.

**(4)** Subject to the regulations, the commission may establish a probationary period of service for a person who is

(a) appointed to the police service as a police officer, or

(b) appointed to or promoted to a position or a higher rank within the police service.

RSA 2000 cP-17 s36;2005 31 s16

**Dismissals and lay-offs of police officers**

**37(1)** Police officers may, subject to Part 5, be dismissed by the chief of police for disciplinary reasons in accordance with the regulations.

**(2)** Notwithstanding the provisions of a collective agreement, the commission may terminate the services of a police officer for reasons other than disciplinary reasons.

**(3)** Where a collective agreement provides a process for terminating the services of a police officer for reasons other than disciplinary reasons, that process shall be used for terminating the services of a police officer under subsection (2).

**(4)** Sections 45 to 48 do not apply in respect of a police officer released from the police service under subsection (2).

1988 cP-12.01 s37

**Authority, duties and jurisdiction of police officers**

**38(1)** Every police officer is a peace officer and has the authority, responsibility and duty

(a) to perform all duties that are necessary

(i) to carry out the police officer's functions as a peace officer,

(ii) to encourage and assist the community in preventing crime,

(iii) to encourage and foster a co-operative relationship between the police service and the members of the community, and

(iv) to apprehend persons who may lawfully be taken into custody,

and

(b) to execute all warrants and perform all related duties and services.

**(2)** A police officer has jurisdiction throughout Alberta.

**(3)** Notwithstanding subsection (2), where a commission is established in respect of a police service, the commission may restrict the territorial jurisdiction of any police officer of that police service.

**(4)** Where the territorial jurisdiction of a police officer is restricted under subsection (3), that police officer may, notwithstanding that restriction, carry out the police officer's functions and exercise the police officer's powers beyond that jurisdiction if the police officer is in immediate pursuit of a person who the police officer has reasonable and probable grounds to believe has committed an offence against any law that the police officer is empowered to enforce.

1988 cP-12.01 s38

**Liability re municipal police services**

**39(1)** For the purposes of this section, "employee" means any civilian employee or any peace officer appointed under the *Peace Officer Act* employed for a police service established under section 24 or 27.

**(2)** The chief of police is liable in respect of a tort committed by a police officer or other employee as a master is liable for a tort committed by the master's servant in the course of the servant's employment, if

(a) the police officer or employee was under the direction and control of the chief at the time that the tort was committed, and

(b) the tort was committed in the performance or purported performance of the duties of the police officer or employee.

**(3)** The chief of police shall be treated for all purposes as a joint tort-feasor in respect of a tort referred to in subsection (2).

**(4)** The chief of police is liable for a tort committed by the chief in the performance or purported performance of the duties of the chief.

**(5)** The council, and not the chief of police, shall pay the following in respect of any action brought against the chief under this section:

(a) any damages and costs awarded against the chief;

(b) any costs incurred by the chief in respect of the action insofar as those costs are not recovered by the chief in the action;

(c) any sum payable under a settlement that is entered into by the council in respect of the action.

**(6)** Where damages and costs, or either of them, are awarded against a chief of police of a regional police service, each party to the agreement under which the regional police service is established is jointly and severally liable for any damages, costs or settlement referred to in subsection (5).

**(7)** For the purposes of this section, if the office of the chief of police is vacant, the police officer responsible for the direction and control of the police service shall be considered to be the chief of police.

**(8)** Where a civil legal action is brought against a police officer arising out of the performance of the police officer's duties, the municipality may in respect of that action indemnify the police officer, in whole or in part, for the following:

(a) any damages and costs, or either of them, awarded against the police officer;

(b) any costs incurred and not recovered by the police officer;

(c) any sum payable under a settlement.

RSA 2000 cP-17 s39;2006 cP-3.5 s38

**Liability re other persons**

**40(1)** For the purposes of this section, "employee" means any civilian employee or any peace officer appointed under the *Peace Officer Act* employed by a municipality to provide services for a police service that is providing policing services to the municipality under an agreement referred to in section 22.

**(2)** A municipality is liable in respect of a tort committed by an employee as a master is liable for a tort committed by the master's servant in the course of the servant's employment if the tort was committed in the performance or purported performance of the duties of the employee.

RSA 2000 cP-17 s40;2006 cP-3.5 s38

**Duties of chiefs of police**

**41(1)** The chief of police of a police service established under section 24 or 27 is responsible for the following:

(a) the preservation and maintenance of the public peace and the prevention of crime within the municipality;

(b) the maintenance of discipline and the performance of duty within the police service, subject to the regulations governing the discipline and the performance of duty of police officers;

(c) the day to day administration of the police service;

(d) the application of professional police procedures;

(e) the enforcement of policies made by the commission with respect to the police service.

**(2)** For the purposes of subsection (1), the chief of police shall issue orders and make directives as the chief of police considers necessary.

**(3)** The chief of police is accountable to the commission for the following:

(a) the operation of the police service;

(b) the manner in which the chief of police carries out the responsibilities under subsection (1);

(c) the administration of the finances and operations of the police service in keeping with the yearly plan or any amendments to it that the commission may make;

(d) the reporting to the commission of any information concerning the activities of the police service that the commission may request, other than information concerning individual investigations or intelligence files;

(e) the reporting to the commission of any complaint made against the police service or its members, the progress of any investigation or informal resolution process regarding the complaint, the reasons for any delays and the manner in which the complaint is resolved.

**(4)** A commission shall not issue an instruction under section 31(1)(c) that is inconsistent with the duties and responsibilities conferred on the chief of police under this section.

RSA 2000 cP-17 s41;2005 c31 s17

**42** Repealed 2006 cP-3.5 s38.

# Part 5
# Complaints and Discipline

### Complaints

**42.1(1)** Subject to subsection (2), a person may make a complaint respecting the conduct of a police officer.

**(2)** The following persons may make a complaint referred to in subsection (1):

(a) a person to whom the conduct complained of was directed;

(b) a person who was present at the time the incident occurred and witnessed the conduct complained of;

(c) an agent of a person referred to in clause (a);

(d) a person who

(i) was in a personal relationship with the person referred to in clause (a) at the time the incident occurred, and

(ii) suffered a loss, damage, distress, danger or inconvenience as a result of the conduct complained of.

**(3)** Any person may make a complaint in respect of a policy or service of a police service.

**(4)** A complaint must be made in writing and must include the following information:

(a) the full name of the complainant;

(b) the complainant's contact information, including the complainant's

(i) address,

(ii) telephone number,

(iii) cellular telephone number, if available, and

(iv) electronic mail address, if available;

(c) if the complaint is made by an agent of the complainant, the agent's full name and contact information;

(d) if the complaint is in respect of the conduct of a police officer,

(i) the date of the alleged conduct, if known,

(ii) the identification of the police officer, if known, and

(iii) a description of the incident that gave rise to the alleged conduct;

(e) if the complaint is in respect of a policy or service of a police service, sufficient information to identify the policy or service complained of;

(f) any other information requested by the chief of police, the officer in charge of a police service, the Public Complaint Director, the Regional Public Complaint Director or the Provincial Public Complaint Director;

(g) any other information prescribed in the regulations.

**(5)** A complaint may be transmitted by electronic mail.

**(6)** A complaint is considered to be made on the date it is received by the chief of police, the officer in charge of a police service, the Public Complaint Director, the Regional Public Complaint Director or the Provincial Public Complaint Director, as the case may be.

2010 c21 s11

**Bringing of complaints**

**43(1)** All complaints with respect to a police service or a police officer, other than the chief of police, shall be referred to the chief.

**(2)** All complaints with respect to the chief of police must be referred to the chair of the commission.

**(3)** Repealed 2010 c21 s12.

**(4)** On receipt of a complaint under subsection (1), the chief of police shall determine whether the complaint or a portion of the complaint is a complaint as to

(a) the policies of or the services provided by the police service, or

(b) the actions of a police officer.

**(5)** A complaint or that portion of the complaint that is a complaint

(a) as to the policies of or services provided by the police service shall be disposed of in accordance with section 44, and

(b) as to the actions of a police officer shall be disposed of in accordance with sections 45 to 48.

**(6)** Where the chief of police initiates a complaint with respect to a police officer, the chief shall deal with it in the same manner as if it were made by another person and referred to the chief under subsection (1).

**(7)** If, at any time before or during an investigation into a complaint under subsection (1), it appears to the chief of police that the complaint is clearly frivolous, vexatious or made in bad faith, the chief may recommend in writing to the commission that the complaint be dismissed.

**(8)** On consideration of the recommendation of the chief of police under subsection (7), and after reviewing the written complaint and making any inquiries the commission considers necessary, the commission may dismiss the complaint or direct the chief to deal with the complaint in accordance with this Part.

**(9)** If, at any time before or during an investigation into a complaint under subsection (2) or section 46(1), it appears to the commission that the complaint is clearly frivolous, vexatious or made in bad faith, the commission may dismiss the complaint.

**(9.1)** If a complainant under subsection (2) or section 46(1) refuses or fails to participate in an investigation, the commission may dismiss the complaint.

**(10)** Where a complaint is referred to the commission under section 44(1) and it appears to the commission at any time that the complaint is clearly frivolous, vexatious or made in bad faith, the commission may dismiss the complaint.

**(10.1)** If a complainant under section 44(1) refuses or fails to participate in an investigation, the commission may dismiss the complaint.

**(11)** The chief of police, with respect to a complaint referred under subsection (1), or the commission, with respect to a complaint referred under subsection (2) or section 46(1), shall dismiss any complaint that is made more than one year after

(a) the conduct complained of occurred, or

(b) the complainant first knew or ought to have known that the conduct complained of had occurred,

whichever occurs later.

**(12)** If the commission decides under subsection (8), (9), (9.1), (10) or (10.1) to dismiss a complaint, the commission shall notify the complainant and the police officer who is the subject of the complaint, if any, in writing of

(a) the decision and the reasons for the decision, and

(b) the right of the complainant, within 30 days of receiving the notice, to request

(i) the Board, with regard to a complaint or portion of a complaint as to the actions of a police officer or a chief of police, or

(ii) the commission, with regard to a complaint or portion of a complaint as to the policies of or services provided by a police service,

to review the decision.

**(13)** If the chief of police or the commission dismisses a complaint under subsection (11), the commission shall notify the complainant and the police officer who is the subject of the complaint, if any, of the decision in writing.

**(14)** A request by a complainant under subsection (12)(b) for review of a decision of the commission must be in writing and set out the complainant's reasons for requesting the review.

RSA 2000 cP-17 s43;2005 c31 s18;2010 c21 s12

**Informal resolution of complaint**

**43.1(0.1)** The chief of police or the chair of the commission shall, where appropriate, offer an alternative dispute resolution process to the complainant and the police officer who is the subject of the complaint prior to commencing a formal investigation of the complaint.

**(1)** At any time before or during an investigation into a complaint with respect to the actions of a police officer other than the chief of police, if the complainant and the police officer who is the subject of the complaint consent, the chief may attempt to resolve the complaint informally.

**(2)** At any time before or during an investigation into a complaint with respect to the actions of a chief of police, if the complainant and the chief consent, the chair of the commission may attempt to resolve the complaint informally.

2005 c31 s19; 2010 c21 s13

**Complaints re policies and services**

**44(1)** Where a complaint is a complaint as to the policies of or services provided by a police service, the chief of police shall review the matter, and

(a) take whatever action the chief considers appropriate, if any, or

(b) refer the matter to the commission for it to take whatever action it considers appropriate.

**(2)** On the disposition of a matter by the chief of police or the commission under subsection (1), the chief shall advise the complainant in writing

(a) as to the disposition of the matter in respect of which the complaint was made, and

(b) of the complainant's right to appeal the matter to the commission if the complainant is not satisfied with the disposition of the matter.

**(3)** Where a complaint is disposed of under subsection (1), the complainant may, within 30 days from the day the complainant was advised of the disposition of the complaint, appeal the disposition of the complaint to the commission.

**(4)** Where the disposition of a complaint is appealed to the commission under subsection (3), the commission shall

(a) review the matter, and

(b) take whatever action it considers appropriate, if any.

**(5)** Notwithstanding subsection (4), a commission may appoint a committee consisting of not fewer than 3 members of that commission to conduct appeals made to the commission under subsection (3).

**(6)** Where a committee of the commission finishes conducting an appeal under this section, it shall make a recommendation to the commission with respect to the disposition of the appeal.

**(7)** On reviewing the recommendation made under subsection (6), the commission shall take whatever action it considers appropriate, if any.

**(8)** The commission or, where a committee of the commission is conducting an appeal, the committee, may conduct a hearing into the matter being appealed.

**(9)** On disposing of an appeal, the commission shall advise the complainant in writing as to the disposition of the appeal.

**(10)** The chief of police shall make a report in writing to the commission of all complaints made as to the policies of or services provided by the police service and the disposition by the chief of the complaints.

**(11)** The chief of police, in the case of a complaint under this section, must advise the complainant in writing at least once every 45 days as to the status of the complaint.

**(12)** A copy of the document sent to the complainant under subsection (11) must be provided to the commission.

RSA 2000 cP-17 s44;2005 c31 s20

**Complaints re police officers**

**45(0.1)** For the purposes of this section and sections 46 and 46.1, "police service" includes the Royal Canadian Mounted Police and a regional, provincial or municipal police service established under an enactment of another province or territory.

**(1)** Where a complaint is a complaint as to the actions of a police officer other than the chief of police, subject to sections 43 and 43.1, the chief shall cause the complaint to be investigated.

**(2)** If, after causing the complaint to be investigated, the chief of police is of the opinion that the actions of a police officer may constitute

(a) an offence under an Act of the Parliament of Canada or the Legislature of Alberta, the chief shall refer the matter to the Minister of Justice and Solicitor General, or

(b) a contravention of the regulations governing the discipline or the performance of duty of police officers, the chief shall cause the matter to be proceeded with under subsection (3).

**(3)** Where the chief of police is of the opinion that the actions of a police officer constitute a contravention of the regulations governing the discipline or the performance of duty of police officers, the chief of police, or a person designated by the chief of police who, pursuant to the regulations, is eligible to serve as the presiding officer at a hearing, shall conduct a hearing into the matter as it relates to that contravention.

**(4)** Notwithstanding subsection (3), if the chief of police is of the opinion that the alleged contravention of the regulations governing the discipline or the performance of duty of police officers is not of

a serious nature, the chief may, subject to the regulations, dispose of the matter without conducting a hearing.

**(4.1)** Where the chief of police disposes of a matter under subsection (4), the decision of the chief of police is final.

**(5)** If a police officer is the subject of an investigation or hearing, the chief of police or the commission may request the chair of the commission to make arrangements for another police service to provide the necessary police officers to conduct the investigation, present the case or preside at the hearing, or perform any combination of those functions, as the case may be, if in the opinion of the chief of police or of the commission,

(a) there is not a police officer in the chief's police service who has sufficient rank and experience to carry out the functions, or

(b) it would be in the public interest to have one or more police officers of another police service carry out the functions.

**(6)** Where a police officer of another police service carries out any functions pursuant to arrangements made by the chair of the commission under subsection (5), that police officer has, for the purposes of carrying out those functions under subsections (1) to (4), the same powers as a chief of police.

**(7)** If a complaint is being investigated under this section, the chief of police must advise the complainant in writing at least once every 45 days as to the progress of the investigation.

**(8)** A copy of the document sent to the complainant under subsection (7) must be provided to the commission.

RSA 2000 cP-17 s45;2005 c31 s21;2010 c21 s14;
2013 c10 s34;2015 c12 s4

**Complaints re chiefs of police**

**46(1)** Where the chair of a commission receives a complaint as to the actions of the chief of police, subject to sections 43 and 43.1, the chair shall refer the complaint to the commission.

**(2)** If, after reviewing the complaint, the commission is of the opinion that the actions of the chief of police may constitute

(a) an offence under an Act of the Parliament of Canada or the Legislature of Alberta, or

(b) a contravention of the regulations governing the discipline or the performance of duty of police officers,

the chair of the commission shall request the Minister to request or direct another police service to investigate the complaint.

**(2.1)** If the Minister receives a request from the chair of the commission under subsection (2), the Minister may request or direct that another police service investigate the complaint.

**(2.2)** Where a chief of police or a police officer of another police service carries out an investigation pursuant to a request or direction made under subsection (2.1), that chief or police officer has, for the purposes of carrying out the investigation, the same powers as a chief of police.

**(3)** If the chief of police or the police officer in charge of the police service requested or directed under subsection (2.1) to carry out the investigation is of the opinion that the actions of the chief that are the subject of the investigation constitute

(a) an offence under an Act of the Parliament of Canada or the Legislature of Alberta, that chief or police officer shall

(i) refer the matter to the Minister of Justice and Solicitor General, and

(ii) advise the commission of that chief's or police officer's findings, unless the Minister of Justice and Solicitor General otherwise directs,

or

(b) a contravention of the regulations governing the discipline or the performance of duty of police officers, that chief or police officer shall refer the matter to the commission.

**(4)** Where a matter is referred to the commission under subsection (3)(b), the commission shall conduct a hearing into the matter as it relates to the contravention of the regulations governing the discipline or the performance of duty of police officers.

**(5)** Notwithstanding subsection (4), if the commission is of the opinion that the contravention of the regulations governing the discipline or the performance of duty of police officers is not of a serious nature, it may, subject to the regulations, dispose of the matter without conducting a hearing.

**(6)** The commission may appoint a lawyer to present to the commission the matter that is the subject of the complaint.

**(7)** If a complaint is being investigated under this section, the chair of the commission must advise the complainant in writing at least once every 45 days as to the progress of the investigation.

**(8)** A copy of the document sent to the complainant under subsection (7) must be provided to the Minister.

RSA 2000 cP-17 s46;2005 c31 s22;2013 c10 s34

**Serious incidents and complaints**

**46.1(1)** The chief of police shall as soon as practicable notify the commission and the Minister where

(a) an incident occurs involving serious injury to or the death of any person that may have resulted from the actions of a police officer, or

(b) a complaint is made alleging that

(i) serious injury to or the death of any person may have resulted from the actions of a police officer, or

(ii) there is any matter of a serious or sensitive nature related to the actions of a police officer.

**(2)** The Minister, when notified under subsection (1) of an incident or complaint or on the Minister's own initiative where the Minister becomes aware of an incident or complaint described in subsection (1), may do any one or more of the following:

(a) request or direct that another police service provide a police officer to assist and advise the police service investigating the incident or complaint;

(b) request or direct another police service to conduct an investigation into the incident or complaint, which may include taking over an ongoing investigation at any stage;

(c) appoint one or more members of the public as overseers to observe, monitor or review an investigation to ensure the integrity of the process of the investigation;

(d) in accordance with section 46.2, direct the head of an integrated investigative unit to conduct an investigation into the incident or complaint, which may include taking over an ongoing investigation at any stage.

**(3)** A chief of police or police officer acting under subsection (2)(a), (b) or (d) or a person appointed under subsection (2)(c) shall report as required to the Minister.

**(4)** If the chief of police or police officer in charge of the police service conducting an investigation under subsection (2)(b) or (d) is of the opinion that the actions of the police officer that are the subject of the investigation constitute

(a) an offence under an Act of the Parliament of Canada or the Legislature of Alberta, the chief or police officer shall

(i) refer the matter to the Minister of Justice and Solicitor General, and

(ii) advise the commission and the chief of police of the police service under investigation of the chief's or police officer's findings, unless the Minister of Justice and Solicitor General otherwise directs,

(b) a contravention of the regulations governing the discipline or performance of duty of police officers, the chief or police officer shall refer the matter to the chief of the police service under investigation where it concerns the actions of a police officer, or to the commission where it concerns the actions of the chief of police, to be dealt with in accordance with this Part,

(c) a matter of the policies of or services provided by the police service under investigation, the chief or police officer shall refer the matter to the commission.

**(5)** The Minister may authorize and provide for the payment of remuneration and expenses to a person appointed under subsection (2)(c).

**(6)** A chief of police or police officer of another police service who is assisting with an investigation under subsection (2)(a) or conducting an investigation under subsection (2)(b) or (d) has, for the purposes of assisting with or conducting that investigation, the same powers and duties as a chief of police.

**(7)** A chief of police or police officer of another police service referred to in subsection (6) must advise a complainant, if any, in writing at least once every 45 days as to the status of the complaint.

**(8)** A copy of the document sent to a complainant under subsection (7) must be provided to the commission.

**(9)** Where a chief of police or police officer of another police service carries out any functions pursuant to a request or direction made under subsection (2), that police officer may also be requested to present the case or preside at the hearing of the

complaint, and if so requested, that police officer has, for the purpose of carrying out those additional functions, the same powers as a chief of police.

**(10)** The Minister may delegate in writing the Minister's powers, functions and responsibilities under this section to the Director of Law Enforcement.

**(11)** The costs and expenses that result from

(a) a request or direction made by the Minister under subsection (2)(a), (b) or (d) shall be borne by the police service that is the subject of the investigation, unless otherwise directed by the Minister, and

(b) an appointment by the Minister under subsection (2)(c) shall be borne by the Government of Alberta.

2005 c31 s23;2005 c43 s8;2007 c6 s2;2013 c10 s34

**Integrated investigative unit**

**46.2(1)** The Minister may by order establish an integrated investigative unit and authorize it to act as another police service for the purposes of conducting an investigation under section 46.1.

**(2)** The Minister may

(a) designate a person as head of the integrated investigative unit, and

(b) appoint peace officers appointed under the *Peace Officer Act* as investigators under the authority of the head of the integrated investigative unit.

**(3)** Subject to the terms of the Minister's authorization under subsection (1), the head of the integrated investigative unit is deemed to be a chief of police, and any person acting as an investigator is deemed to be a police officer, for the purposes of section 46.1(3), (4), (6), (7) and (8).

**(4)** Where the head of the integrated investigative unit is conducting an investigation under section 46.1(2)(d) and becomes aware of a further incident that warrants investigating, the head of the integrated investigative unit may, on his or her own initiative, conduct an investigation into that further incident, which may include taking over an ongoing investigation at any stage.

**(5)** Where the head of the integrated investigative unit intends to conduct an investigation into a further incident in accordance with subsection (4), the head of the integrated investigative unit shall notify the Director as soon as possible.

2007 c6 ss3,6;2010 c21 s15

**Conduct of hearing**

**47(1)** Where a hearing is proceeded with under section 45(3) or 46(4), the following applies:

(a) a notice in writing of the time, place and purpose of the hearing shall be served on the person who is the subject of the hearing at least 10 days before the commencement of the hearing;

(b) a notice in writing of the time, place and purpose of the hearing shall be served at least 10 days before the commencement of the hearing on any other person, in addition to the person referred to in clause (a), as the person conducting the hearing directs;

(c) the person conducting the hearing has, with respect to the holding of a hearing, the same power as is vested in the Court of Queen's Bench for the trial of civil actions

(i) to summon and enforce the attendance of witnesses,

(ii) to compel witnesses to give evidence on oath or otherwise, and

(iii) to compel witnesses to produce documents, records and things;

(d) if a person fails to attend, to answer questions or to produce an item as required under clause (c), the person conducting the hearing may apply to the Court of Queen's Bench for an order committing that person for contempt in the same manner as if that person were in breach of an order or judgment of that Court;

(d.1) if a complainant fails to attend, to answer questions or to produce an item as required under clause (c) or refuses to participate or to follow processes or conducts himself or herself in an inappropriate manner, the person conducting the hearing may dismiss the matter;

(d.2) if a witness fails to attend or to answer questions or refuses to participate or to follow processes or conducts himself or herself in an inappropriate manner, the person conducting

the hearing may dismiss the witness and continue with the hearing;

(e) the person conducting the hearing may receive any evidence presented that the person considers relevant to the matter being heard and is not bound by the rules of law respecting evidence applicable to judicial proceedings;

(f) repealed 2005 c43 s9;

(g) all oral evidence received shall be taken down in writing or recorded by electronic means;

(h) all the evidence taken down in writing or recorded by electronic means and all documentary evidence and things received in evidence at a hearing form the record of the proceeding;

(i) the person conducting the hearing may from time to time adjourn the hearing;

(j) the person in respect of whom the complaint is made is entitled

(i) to appear before the person conducting the hearing,

(ii) to make representations to the person conducting the hearing, and

(iii) to be represented by a lawyer or an agent;

(k) a witness, other than one employed for a police service, attending a hearing is entitled to the same fees and allowances as a witness summoned to attend at the Provincial Court unless otherwise provided for by a regulation made under this Act.

**(2)** Notwithstanding that the actions of a police officer have been referred to the Minister of Justice and Solicitor General under section 45(2)(a) or 46(3)(a), if the person who referred the matter to the Minister of Justice and Solicitor General is of the opinion that those actions also constitute a contravention of the regulations governing the discipline or the performance of duty of police officers, the matter as it relates to that contravention shall be proceeded with under section 45(3) or 46(4), as the case may be, unless the Minister of Justice and Solicitor General otherwise directs.

**(3)** Notwithstanding section 45(3) or 46(4), where a matter that is referred to the Minister of Justice and Solicitor General under

section 45(2)(a) or 46(3)(a) is also to be proceeded with under section 45(3) or 46(4), the hearing of the matter under section 45(3) or 46(4) may be deferred until the proceedings respecting the offence are concluded.

**(4)** On considering a matter that is the subject of a complaint,

(a) the chief of police or the chief's designate, in the case of a complaint under section 45, or

(b) the commission, in the case of a complaint under section 46,

may dismiss the matter or, subject to the regulations, take any action against the person in respect of whom the complaint is made that

(c) the chief of police or the chief's designate, in the case of a complaint under section 45, or

(d) the commission, in the case of a complaint under section 46,

considers proper in the circumstances.

**(5)** On making a decision after considering the matter in respect of which a complaint is made,

(a) the chief of police, in the case of a complaint under section 45, or

(b) the commission, in the case of a complaint under section 46,

shall in writing advise the person against whom the complaint is made and the complainant

(c) of the findings of the hearing and any action taken or to be taken under subsection (4), or

(d) where a hearing is not held, of the disposition of the complaint and the grounds on which the disposition was made,

and of the right of appeal provided for under this Act.

RSA 2000 cP-17 s47;2005 c43 s9;2010 c21 s16;2013 c10 s34

**Application**

**47.1** The amendments to section 47 made by the *Police Amendment Act, 2005 (No. 2)* apply only to hearings that commence after the coming into force of that Act.

2005 c43 s10

**Appeals to the Board**

**48(1)** Where a chief of police or another police officer in respect of whom a complaint is made feels aggrieved by the findings or any action taken against the chief or police officer under section 47(4), the chief or police officer may, within 30 days from the day the chief or police officer was advised under section 47(5) of the findings and any action taken, appeal the matter to the Board by filing with the secretary to the Board a written notice of appeal setting out the grounds on which the appeal is based.

**(2)** If a complaint has been made, the complainant may, within 30 days from the day the complainant was advised under section 47(5) of the determination of the complaint, appeal the matter to the Board by filing with the secretary to the Board a written notice of appeal setting out the grounds on which the appeal is based.

RSA 2000 cP-17 s48;2010 c21 s17

**Complaints re RCMP**

**49** Notwithstanding sections 43 to 48 and subject to any agreement entered into between the Government of Canada and the Government of Alberta or a municipality, as the case may be, any complaints in Alberta with respect to members of the Royal Canadian Mounted Police shall be resolved in accordance with the laws governing complaints and discipline within the Royal Canadian Mounted Police.

1988 cP-12.01 s49;1995 c23 s17

**50** Repealed 2006 cP-3.5 s38.

**Use of evidence**

**51** Where a police officer or peace officer appointed under the *Peace Officer Act* gives evidence during

(a) a hearing under this Act, or

(b) an appeal under this Act arising out of a hearing referred to in clause (a),

that evidence, or an explanatory report made to an investigator on a voluntary or involuntary basis by a police officer in respect of whom an investigation is being carried out, if it tends to incriminate him or her, subject him or her to punishment or establish his or her liability, shall not be used or received against the police officer or peace officer appointed under the *Peace Officer Act* in any civil proceeding or in any proceeding under any other Act, except in a prosecution for or proceedings in respect of perjury or the giving of contradictory evidence.

RSA 2000 cP-17 s51;2005 c31 s24;
2006 cP-3.5 s38;2010 c21 s18

**Report of complaints**

**52** A police service shall, in respect of a complaint made under section 44, 45 or 46.1, and the commission shall, in respect of a complaint made under section 46, at the end of the month in which the complaint is made or within a longer period of time as prescribed by the Director of Law Enforcement, advise the Director of the complaint and, after the disposition of the complaint, advise the Director as to how the complaint was disposed of and provide any other information respecting the investigation requested by the Director in a manner acceptable to and within a time period specified by the Director.

RSA 2000 cP-17 s52;2005 c31 s25;2006 cP-3.5 s38;
2010 c21 s19;2015 c12 s4

**Validation of hearings under Part 5**

**52.1** Despite any decision of a court to the contrary made before or after the coming into force of this section,

(a) a hearing conducted under this Part,

(b) a decision made pursuant to a hearing conducted under this Part, and

(c) everything done in respect of a hearing conducted under this Part

by a former police officer or a former member of the judiciary, including a former judge of the Court of Queen's Bench or the Provincial Court, on or after May 1, 2011 and before the coming into force of this section, is not invalid by reason of the presiding officer conducting the hearing being a former police officer or a former member of the judiciary, including a former judge of the Court of Queen's Bench or the Provincial Court.

2015 c12 s4

# Part 6
# General

**Lock-ups**

**53(1)** A municipality that

(a) has established a police service under section 27, or

(b) receives policing services under an agreement made pursuant to section 22,

shall make provision for an adequate lock-up facility.

**(2)** If a municipality maintains a lock-up facility under subsection (1), that lock-up facility shall be under the direction and control of the police service unless the Minister by order directs otherwise.

**(3)** If a peace officer appointed under the *Peace Officer Act* or a person employed by a municipality to enforce bylaws requires the use of a lock-up facility, the peace officer appointed under the *Peace Officer Act* or person shall use the lock-up facility operated by a police service or in accordance with an order of the Minister under subsection (2).

**(4)** Where a regional police service is established, the agreement entered into under section 24 shall include provision for a lock-up facility to meet the needs of each of the participating municipalities.

RSA 2000 cP-17 s53;2006 cP-3.5 s38;2007 c6 s4

**Impersonating a police officer**

**54(1)** No person shall, unless the person is appointed as a police officer under this Act or pursuant to an Act of the Parliament of Canada,

(a) hold out that the person is a police officer, or

(b) display the word "police" either alone, as part of a word or in conjunction with any other words, on a uniform, an insignia, a vehicle marking or another sign or symbol where the display of the word "police" might mislead the public or a member of the public into believing that the person displaying the word or causing the word to be displayed

(i) is a member of a police service, or

(ii) is empowered to exercise the powers of a police officer or powers that are similar to the powers of a police officer.

**(2)** If the Minister or the Minister's designate is of the opinion that the uniform, insignia, vehicle markings or other signs or symbols employed by a person or organization are so similar to those used by a police service that the public or a member of the public might be misled, the Minister or the Minister's designate may, by order in writing served on that person or organization, require the person or organization to desist from the use of that uniform or insignia or those markings, signs or symbols.

1988 cP-12.01 s54;1994 cG-8.5 s54

### Uniforms and insignia

**55** A member of a municipal police service or a regional police service shall wear only the uniform and insignia approved by the commission.

1988 cP-12.01 s55

### Application to Court

**56(1)** Whether or not a person is prosecuted under this Act, if the Minister or the Minister's designate is of the opinion that a person is or was contravening section 54(1) or an order made under section 54(2), the Minister or the Minister's designate may apply to the Court of Queen's Bench for an order directing that person to cease and desist from contravening section 54(1) or the order made under section 54(2), as the case may be.

**(2)** Repealed 2009 c53 s135.

**(3)** On the filing of an application with the clerk of the Court, the Court may, if it considers it necessary in the circumstances, make an interim order granting any relief that the Court considers appropriate pending the determination of the application.

**(4)** An interim order under subsection (3) may be made ex parte if the Court considers it appropriate in the circumstances.

**(5)** On hearing an application the Court may, if it is of the opinion that the person is or was contravening section 54(1) or an order made under section 54(2), grant an order, subject to any terms and conditions the Court considers appropriate in the circumstances, doing one or more of the following:

(a) directing the person to cease and desist from contravening section 54(1) or the order made under section 54(2), as the case may be;

(b) giving directions that the Court considers necessary in order to ensure that section 54(1) or an order made under section 54(2), as the case may be, will be complied with;

(c) awarding costs in respect of the matter.

RSA 2000 cP-17 s56;2009 c53 s135

**General penalty**

**57** Any person who contravenes section 54(1) or fails to comply with an order made under section 54(2) is guilty of an offence and liable to a fine not greater than $10 000 or to a term of imprisonment not exceeding 6 months or to both fine and imprisonment.

1988 cP-12.01 s57

**Service of documents**

**58** In addition to any method of service permitted by law, any notice or document respecting matters coming under this Act may be served

(a) by personal service, or

(b) by registered mail sent

(i) to the Chair of or secretary to the Board, in the case of a notice or document sent to the Board, or

(ii) to the latest address of the person on whom the notice or document is to be served as shown on the records of the person issuing the notice or document, in a case other than that referred to in subclause (i).

1988 cP-12.01 s58

**Bylaws and resolutions**

**59(1)** For the purposes of this Act, a council, other than the Minister responsible for the *Municipal Government Act* or the *Special Areas Act*, may exercise and perform its powers and duties under this Act by bylaw.

**(2)** Notwithstanding subsection (1), a council may exercise its powers under section 28(2)(b) by resolution.

1988 cP-12.01 s59

**Police Officers Collective Bargaining Act**

**60** None of the matters referred to in sections 16, 20, 31, 37(1), 41 and 43 to 48 shall be the subject of a collective agreement referred to in the *Police Officers Collective Bargaining Act*.

1988 cP-12.01 s60

**Commissioned officers**

**60.1(1)** Each year a commission under the Great Seal of the Province shall be issued to each police officer who, in the year in which the commission is issued, was first appointed to any one of the following ranks:

(a) inspector;

(b) superintendent;

(c) deputy chief of police;

(d) chief of police.

**(2)** In the case of a police officer who on the day this section comes into force holds a rank referred to in subsection (1), the Lieutenant Governor in Council, on the recommendation of the Minister, shall authorize the issue of a commission under the Great Seal of the Province to the police officer if,

(a) in the case of a police officer other than a chief of police, the Minister receives written confirmation from the chief of police of the police service in which the police officer serves that the police officer holds that rank;

(b) in the case of a chief of police, the Minister receives written confirmation from the commission of the police service in which the chief of police serves that the chief of police holds that rank.

**(3)** The Lieutenant Governor in Council may authorize the revocation of a commission issued under subsection (1) or (2) if the Lieutenant Governor in Council considers it appropriate to do so.

2013 c23 s10;2016 c23 s5

**Lieutenant Governor in Council regulations**

**61(1)** The Lieutenant Governor in Council may make regulations

(a) prescribing rates of fees, remuneration and subsistence and travel allowances payable under this Act or the regulations;

(b) governing fees and expenses for witnesses attending a proceeding under this Act, including specifying to whom and the circumstances in which such fees and expenses may be paid and prescribing rates of fees and expenses payable to witnesses who qualify under the regulations;

(c) governing, subject to this Act, the training of police commissions and municipal policing committees, and the responsibility and duties of police commissions and municipal policing committees;

(d) governing, subject to this Act, the establishment and operation of police services;

(e) governing probationary periods of service for police officers, chiefs of police and civilian employees of a police service;

(f) governing, subject to this Act, the appointment, employment, qualifications, training, duties, discipline and performance of duty of police officers;

(g) governing investigations, including investigations by another police service or an integrated investigative unit of police officers;

(g.01) governing the conduct of hearings generally, including which persons may serve as a presiding officer at a hearing under Part 5;

(g.1) governing the establishment and operation of integrated investigative units;

(h) governing, subject to this Act, action that may be taken against police officers;

(i) repealed 2006 cP-3.5 s38;

(j) governing, subject to this Act,

(i) regional police services, and

(ii) policing services provided pursuant to an agreement made under section 22(3);

(k) governing lock-up facilities;

(l) subject to section 16(a), governing the powers of the Board under this Act or the *Peace Officer Act*.

**(2)** A regulation made under this section may be general or specific in its application.

**(3)** Subsection (1)(e) to (h) do not apply to the Royal Canadian Mounted Police.

RSA 2000 cP-17 s61;2005 c43 s11;2006 cP-3.5 s38; 2007 c6 s5;2015 c12 s4

**Ministerial regulations**

**62(1)** The Minister may make regulations

(a) governing for the purposes of section 22 the sharing of costs of provincial policing services;

(b) prescribing colour and style of uniforms, accoutrements and insignia for police officers;

(c) governing clothing and equipment furnished to or used by police officers;

(d) governing firearms with respect to police officers;

(e) governing the providing of information to the Director of Law Enforcement under section 52 and the release of that information by the Director;

(f) prescribing the information and statistical data to be kept and reported to the Minister by commissions, policing committees and police services;

(g) governing the establishment of standards for police services, police commissions and policing committees;

(h) prescribing factors to be considered by the Board in deciding whether an appeal may be concluded under section 19.2(1)(b) without conducting a hearing;

(i) for the purposes of section 42.1(4)(g), prescribing information that must be included in a complaint.

**(2)** Where the Minister enters into an arrangement or an agreement referred to in section 5(1), the Minister may make regulations

(a) exempting the arrangement or the agreement from any provision of this Act or the regulations;

(b) exempting policing services that are provided under the arrangement or the agreement from any provision of this Act or the regulations;

(c) modifying any provision of this Act or the regulations for the purpose of applying the provision to

(i) the arrangement or the agreement, or

(ii) the policing services provided under the arrangement or the agreement;

(d) governing any matter not referred to in clauses (a) to (c) respecting

(i) the arrangement or the agreement, or

(ii) the policing services provided under the arrangement or the agreement.

**(3)** A regulation made under this section may be general or specific in its application.

RSA 2000 cP-17 s62;2005 c31 s26;2005 c43 s12; 2006 cP-3.5 s38;2010 c21 s20

**Transitional**

**63(1)** In this section, "former Act" means the *Police Act*, RSA 1980 cP-12.

**(2)** Any person who, immediately before July 27, 1988, was

(a) a police officer in a municipal police force under the former Act continues as a police officer in the municipal police service under this Act,

(b) a peace officer in a municipal police force under the former Act continues as a peace officer in the municipal police service under this Act,

(c) a chief of police of a municipal police force under the former Act continues as the chief of police of the municipal police service under this Act.

**(3)** Any reference to a municipal police force in any order, regulation or statute is deemed to be also a reference to a municipal police service.

1988 cP-12.01 s67

## Schedule 1

## Oath of Office

## (Members of Police Commissions)

I, _____, swear that I will diligently, faithfully and to the best of my ability execute according to law the office of a member of the _____ Police Commission and will not, except in the discharge of my duties, disclose to any person any matter or evidence brought before me as a member of the _____ Police Commission, so help me God.

Sworn before me in the _____ of _____, in the Province of Alberta, this ____ day of _____

_____
(Commissioner for Oaths in and for the Province of Alberta)

_____
Signature

## Schedule 2

### Oath of Office

### (Members of Policing Committees)

I, _____, swear that I will diligently, faithfully and to the best of my ability execute according to law the office of a member of the _____ Policing Committee and will not, except in the discharge of my duties, disclose to any person any matter or evidence brought before me as a member of the _____ Policing Committee, so help me God.

Sworn before me in the _____ of _____, in the Province of Alberta, this ____ day of _____

_____
(Commissioner for Oaths in and for the Province of Alberta)

_____
Signature

## Schedule 3

### Oath of Allegiance and Office

### (Police Officers and Other Peace Officers)

I, _____, swear that I will be faithful and bear true allegiance to Her Majesty Queen Elizabeth the Second, her heirs and successors, according to law, in the office of _____ for the _____ of _____ and that I will diligently, faithfully and to the best of my ability execute according to law the office of _____, and will not, except in the discharge of my duties, disclose to any person any matter or evidence that may come to my notice through my tenure in this office, so help me God.

Sworn before me in the _____ of _____, in the Province of Alberta, this ____ day of _____

_____
(Commissioner for Oaths in and for the Province of Alberta)

_____
Signature

**BEING A BYLAW OF THE TOWN OF BLACKFALDS IN THE PROVINCE OF ALBERTA TO ESTABLISH AUTHORITY FOR THE SYSTEMATIC MANAGEMENT, RETENTION, AND DISPOSITION OF THE TOWN'S INFORMATION ASSETS.**

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 establishing authority for the management, retention, and disposition of records and information in all media formats.

**WHEREAS,** pursuant to Section 214(2) of the *Municipal Government Act*, RSA 2000, Council may pass a bylaw respecting the destruction of records and documents of the municipality, and

**WHEREAS**, pursuant to Section 208(1)(b) of the *Municipal Government Act*, RSA 2000, Chapter M-26, and amendments thereto, all bylaws, minutes of Council meetings, and other records and documents of the municipality must be kept safe, and

**WHEREAS**, pursuant to Section 38 of the *Freedom of Information and Protection of Privacy (FOIP) Act*, RSA 2000, Chapter F-25, and amendments thereto, the Head of a public body must protect personal information by making reasonable security arrangements against such risks as unauthorized access, use, disclosure, or destruction, and

**WHEREAS** Section (3)(e)(ii) of the *Freedom of Information and Protection of Privacy (FOIP) Act*, RSA 2000 does not prohibit the transfer, storage, or destruction of any record in accordance with a bylaw, resolution, or other legal instrument by which a local public body acts, and

**WHEREAS**, pursuant to Section 20 of the *Electronic Transactions Act*, RSA 2000, Chapter E5.5, and amendments thereto, if a public body has the power to create, collect, receive, use, transfer, disclose, distribute, publish, or otherwise deal with information and records, it has the power to do so electronically, and

**WHEREAS** the Council of the Town of Blackfalds acknowledges that records and information management plays an integral role in effective public administration by supporting policy formation and managerial decision making, as well as protecting the interests of the organization and the rights of third parties, the public, and employees, enabling the Town to meet legislative and regulatory requirements, and

**WHEREAS** the Council of the Town of Blackfalds deems it necessary and appropriate that municipal records, consisting of both paper and/or electronic information, be managed, retained, and disposed of in accordance with federal and provincial legislation as well as industry best practice,

**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 "Records & Information Management Bylaw".

## PART 2 – DEFINITIONS

2.1 In this Bylaw:

(a) **"CAO"** means the Chief Administrative Officer.

(b) "**Disposition**" means the final activity for records that have met their full retention period. This may include destruction, transfer, or indefinite preservation.

(c) "**Record**" means information recorded in any form, including books, documents, maps, drawings, photographs, letters, vouchers, papers, and any other information that is written, photographed, recorded, or stored in any manner but does not include software or any other mechanism that produces records.

(d) "**Town**" means the municipality of the Town of Blackfalds.

UNCERTIFIED COPY

**PART 3 – DESIGNATED AUTHORITY**

3.1 The Chief Administrative Officer is designated the authority and responsibility to:

3.1.1 manage the retention, access, use, storage, security, and disposition of records and information in accordance with this Bylaw, the *FOIP Act*, and any other federal or provincial laws, and

3.1.2 take any other measures required to implement, administer, apply, or enforce the provisions of this Bylaw.

3.2 The CAO is authorized to make decisions, establish, and enforce procedures deemed necessary for the effective management, retention, and disposition of the Town's information assets.

**PART 4 - DELEGATION OF RESPONSIBILITIES**

4.1 In accordance with Section 209 of the *Municipal Government Act*, the CAO will establish an administrative policy to delegate responsibility for the records and information management program as required.

**PART 5 - REPEAL**

5.1 That Bylaw 1249.20 is hereby repealed upon this Bylaw coming into effect.

**PART 6 - DATE OF FORCE**

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

READ for the first time this 9TH day of April, A.D. 2024.

(**RES. 111/24**)

**MAYOR JAMIE HOOVER**

**CAO KIM ISAAK**

READ for the second time this 23rd day of April, A.D. 2024.

(**RES**. **126/24**)

**MAYOR JAMIE HOOVER**

**ACTING CAO RICK KREKLEWICH**

READ for the third and final time this 23rd day of April, A.D. 2024.

(**RES**. **127/24**)

**MAYOR JAMIE HOOVER**

**ACTING CAO RICK KREKLEWICH**

UNCERTIFIED COPY

**BEING A BYLAW OF THE TOWN OF BLACKFALDS IN THE PROVINCE OF ALBERTA TO ESTABLISH A MUNICIPAL POLICING COMMITTEE**

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 establishing a Municipal Policing Committee.

**WHEREAS,** the *Municipal Government Act,* RSA 2000, c.M-26 and regulations as amended, provide that Council may pass bylaws in relation to services provided by or on behalf of the municipality.

**WHEREAS,** the *Police Act,* RSA 2000, c-P-17 and regulations as amended, provide that a municipality which has entered into an Agreement with the Government of Canada for the provision of police services through the Royal Canadian Mounted Police, may by Bylaw, establish a Municipal Policing Committee

**WHEREAS,** the Council of the Town of Blackfalds, in the Province of Alberta, deems it advisable to establish a Municipal Policing Committee to advise them of policing matters.

**WHEREAS,** the Council, by the Bylaw, shall prescribe the rules and regulations governing proceedings and meetings of the Committee.

**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 **"Municipal Policing Committee Bylaw".**

**PART 2 - DEFINITIONS**

2.1 In this Bylaw:

a) **"Act"** means the *Police Act,* RSA 2000, c P-17 and regulations thereto.

b) **"Agreement"** means the agreement between the municipality, the Town, and the Government of Canada for the provision of police services for the municipality.

c) **"Bylaw"** means the Police Committee Bylaw, as amended from time to time.

d) **"Chair"** means the individual elected to preside over meetings, as per

e) **"Chief Administrative Officer"** means the individual appointed by Council to the position as per the *Municipal Government Act.*

**f) "Chief Elected Official"** means the Mayor of the Town of Blackfalds.

g) **"Committee"** means the Blackfalds Municipal Policing Committee.

h) **"Council"** means the duly elected Council of the Town of Blackfalds and includes the Mayor and all Councillors.

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## PART 3 - DUTIES AND RESPONSIBILITIES

3.1 The overall objective of the Policing Committee is to act as a liaison between the Town Council, the RCMP detachment, Municipal Enforcement and the citizens of Blackfalds, fostering responsible community action towards the creation of a safe, secure community. The Committee shall endeavour to do this by encouraging an environment which allows for public concerns to be addressed by all affected parties. The Policing Committee shall have the following duties:

3.2 Representing the interests and concerns of the public and Council to the Officer in Charge.

3.3 In consultation with the Officer in Charge, develop a yearly plan of priorities and strategies for municipal policing and advise Council on the annual RCMP Goals and Priorities.

3.4 Assisting in the selection of the Officer in Charge.

3.5 Support the RCMP in integrated community safety planning.

3.6 Make recommendations to Council relating to policing matters or relevant community issues on its own initiative or upon request of Council.

3.7 Report annually or on request to the Minister on the implementation of and updates to programs and services to achieve the priorities of the police service.

3.8 Preparing annually a budget to be presented to Council outlining the expenses related to the operation of the Committee.

3.9 Developing a community safety plan in conjunction with the local police detachment, including a plan for collaboration between the community and community agencies, and providing the community safety plan annually, or on request, to the Minister.

3.1 O Recommend to Council the appointment of a Public Complaints Director.

3.11 Meeting quarterly, at a minimum, but as often as is required to carry on the business of the Committee.

3.12 Meeting times are to be posted on the Town website, meetings are to be open to the public and meeting minutes are to be available for viewing.

## PART 4 - COMPOSITION OF THE COMMITTEE

4.1 The Committee shall be comprised of seven (7) voting members who shall be appointed by resolution of Council as follows:

a) Five (5) citizens residing within the Town of Blackfalds, one of whom may be a student between the ages of sixteen and eighteen.

b) Two (2) Town of Blackfalds Council members.

4.3 The Officer in Charge of the Blackfalds RCMP, or their delegate, shall attend the Committee meetings in an advisory, non-voting capacity.

**PART 5. MEMBERSHIP**

5.1 A member of the Policing Committee shall not be a full-time member of the Policing Committee.

5.2 Each member from the public at large shall be appointed to the Committee for a term of three (3) years, or two (2) but not less than two, whichever Council deems appropriate, commencing at Council's annual Organizational meeting, unless they are appointed to complete the term of another member who resigns before their term is up.

5.3 Members shall remain in office until their respective successors are appointed.

5.4 Where a member ceases to be a member of the Committee before the expiration of their term, Council may appoint another eligible person for the unexpired portion of the term.

5.5 The term of office of a Member appointed to the Policing Committee shall be.

5.5.1 three (3) years, or

5.5.2 a term of less than three (3) years, but not less than two (2) years.

5.6 A Member shall not exceed 10 consecutive years serving as a Member of the Policing Committee.

5.7 All Members of the Policing Committee must pass an enhanced security check.

5.8 The appointment of a Member to the Policing Committee may not be revoked by Council except for cause.

5.9 If a person who is also a Member of Council is also appointed to the Policing Committee, that person's appointment with the Policing Committee terminates on that person ceasing to be a member of Council.

5.10 The Members of the Policing Committee shall, at their first meeting each year, elect from their members a Chair and one or more vice chairs.

5.11 A member who is a Chief Elected Official is not eligible to be elected as Chair or vice chair of the Municipal Policing Committee.

5.12 All Members of the Municipal Policing Committee shall take an oath as set out in Schedule 2 of the Act.

**PART 6 • MINISTERIAL APPOINTMENTS "[0 THE POLICING COMMITTEE**

6.1 If the Municipal Policing Committee consists of:

6.1.1 Three (3) Members: The Minister may appoint one member to the Committee; or

6.1.2 Four (4) to Six (6) Members: The Minister may appoint two (2) Members to the Committee; or

7.1.2 Ceases to be a resident of the Town.

7.1.3 Is hired in a full-time, permanent capacity with the Town Bylaw Enforcement Service or the RCMP; or

7.1.4 Is convicted of a crime punishable by indictment.

**PART 8 - OFFICERS OF THE COMMITTEE**

8.1 The Chair and vice chair of the Committee shall be elected from amongst its members at the first regular meeting of each year.

8.2 All members of the Committee shall vote on every motion, including the Chair (subject to Section 12.1).

8.3 The Chief Administrative Officer, or their designate, shall attend all Committee meetings and ensure that the minutes are prepared and submitted to the Committee for approval at the next meeting. A copy of these minutes shall then be forwarded to Council.

**PART 9 - MEETINGS**

9.1 The Committee shall hold regular meetings at a frequency to be determined from time to time by the Committee, but not less than four (4) meetings per year.

9.2 Special meetings may be called by the Chair or, in their absence, the Vice-Chair, by providing the members with 24-hour notice. The Committee may, by unanimous consent, waive notice of a special meeting at any time if every member of the Committee is present.

9.3 Four (4) voting members of the Committee at a meeting shall constitute a quorum.

9.4 The Committee shall be governed by the Procedural Bylaw.

9.5 An agenda shall be prepared by the Chief Administrative or designate, in consultation with the Chair, or in his absence, the Vice-Chair, and circulated to the members prior to each Policing Committee meeting.

9.6 Each member, including the Chair, shall have one vote. Motions shall only be carried upon receiving a majority of votes. In the event of a tie vote, a motion will be deemed to be defeated.

9.7 Meetings of the Policing Committee shall be open to the public, but all matters relating to the personnel, conduct and contracts with the Royal Canadian Mounted Police and security of police operations shall be conducted in private or closed meetings.

9.8 The Policing Committee shall make reports to Council on matters of public concern as the Policing Committee deems are in the public interest. The Policing Committee shall also report to Council on any matter when requested to do so by resolution of Council.

**PART 10 - SUB COMMITTEES**

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**PART 12 - CONFLICT OF INTEREST**

12.1 No member shall participate in any discussion nor vote upon any matter that may involve a pecuniary interest of the type referred to in Division 6 of the *Municipal Government Act,* being Chapter M-26, R.S.A. 2000, as amended.

**PART 13 - REPEAL**

13.1 That Bylaw 1125/11 and any amendments thereto are hereby repealed upon this Bylaw coming into effect.

**PART 14 - DATE OF FORCE**

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

READ for the first time this 14th day of October, A.O. 2025.

**(RES. 269/25)**

-Original Signed-
**MAYOR JAMIE HOOVER**

-Original Signed-
**CAO KIM ISAAK**

READ for the second time this 14th day of October, A.O. 2025.

**(RES. 270/25)**

-Original Signed-
**MAYOR JAMIE HOOVER**

-Original Signed-
**CAO KIM ISAAK**

READ for the third time this 14th day of October, A.O. 2025.

**(RES. 272/25)**

-Original Signed-
**MAYOR JAMIE HOOVER**

-Original Signed-
**CAO KIM ISAAK**

| | |
|---|---|
| **Policy No.:** 128/16<br>**Policy Title:** Code of Conduct and Ethics for Municipal Employees<br>**Department:** Office of the CAO<br>**Council Approval:** 2016 11 22<br>**Reviewed:**<br>**Revised:**<br>**Supersedes Policy/Bylaw:** HRP 3:00 Schedule A | **M# 306/16** **Date: 2016 11 22** |

## 1. Policy Statement

1.1 This Code of Conduct policy and procedure establishes standards of conduct for municipal employees. These standards require employees to demonstrate ethics, integrity and professionalism in the conduct, so that the public trust in the Town of Blackfalds (the "Municipality) is not compromised.

## 2. Reason for Policy

2.1 The code of conduct policy and procedure is intended to ensure that employees share a common baseline standard of acceptable conduct when acting on behalf of the Municipality, and at all time, as responsible stewards and representatives of the Municipality. This policy and procedure brings together many principles contained in various other municipal policies, procedures and directives relating to employee conduct. This policy and procedure is a high level guide for employee behaviour and is not intended to be inclusive or all-encompassing of every situation.

## 3. Related Information

3.1 See Procedure - "References"
3.2 Out of Scope - Personal Policy Handbook

## 4. Definitions

4.1 **Conduct:** the manner in which one behaves in the workplace, and in some cases, outside of the workplace.

4.2 **Conflict of Interest:** where the independence or impartiality of an employee decisions or actions re impaired or may be perceived to be impaired because of outside employment, political, business or family interests, or because of the position that they hold with the Municipality. Potential conflicts of interest may include, but are not limited to, any relationships, transactions, positions held (volunteer/business or otherwise), or circumstances which could contribute to or create a real, perceived or potential conflict between Municipal business and the personal interest of the employee.

4.3 **Council:** Elected Officials (Mayor and Council) as defined in the *Municipal Government Act* (MGA).

4.4 **Discrimination:** is the denial of individual rights and freedoms in a manner which contravenes the *Alberla Human Rights Act.* Discrimination under this act may include that of which is based on race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, sexual orientation, and source of income or family status.

4.5 **Employee:** an individual employed by the Municipality to perform duties or tasks in exchange for compensation.

4.6 **Harassment:** includes, but is not limited to, either a 'one-time' incident or 'continuous' series of incidents which annoy, bully, harm, abuse, torment, pester, embarrass or persecute and that unreasonably interfere with the ability of an employee to perform their duties.

4.7 **Municipal Property:** includes anything belonging to the Municipality. This includes items, services, information and resources which are the property of the Municipality including, but not limited to: time, finances, vehicles, facilities, technology, tools, supplies, equipment, furniture, land, intellectual property and other assets.

4.8 **Workplace:** any location, including a vehicle or powered mobile equipment, where a worker is engaged in his/her occupation. This may include a social function, training and conferences, while on travel status, at restaurants, hotels or meeting facilities being used for business purposes or during telephone, email or other communications.

## 5. Responsibilities

5.1 Municipal Council to:

5.1.1 Approve by resolution this policy and any amendments.

5.1.2 Consider the allocation of resources for successful implementation of this policy in the annual budget process.

5.2 Chief Administrative Officer to:

5.2.1 Implement this policy and approve procedures.

5.2.2 Ensure policy and procedure reviews occur and verify the implementation of policies and procedures.

5.3 Director of the Department to:

5.3.1 Ensure implementation of this policy and procedure.

5.3.2 Ensure that this policy and procedure is reviewed every three years.

5.3.3 Make recommendations to the Chief Administrative Officer of necessary policy or procedure amendments.

5.4 Manager to:

5.4.1 Understand, and adhere to this policy and procedure.

5.4.2 Ensure employees are aware of this policy and procedure and communicate a clear expectation that employees must at all times comply with this policy and procedure.

5.5 All Employees to:

5.5.1 Understand and adhere to this policy and procedure.

## 6. Exclusions

6.1 None

## 7. Special Situations

7.1 None

## 8. Appendix

8.1 None

## 9. End of Policy

**PROCEDURE**

| | |
|---|---|
| **Policy No.: 128/16**<br><br>**Policy Title: Code of Conduct and Ethics for Municipal Employees**<br><br>**Department: Office of the CAO** | |

## 1. General Procedures

1.1 Principles of Conduct

1.1.1 Employees shall in the course of their duties are expected to uphold the laws, regulations and policies governing the Municipality, and shall not in any way, directly or indirectly, be party to their breach or subversion.

1.1.2 Employees of the Municipality are expected to comply with all laws and regulations while off duty.

1.1.3 Public Interest shall be an employee's primary concern. Personal interests shall not influence the performance of an employee's duties and shall be managed in accordance with the Town "Conflicts of Interest Policy HR-OS 15:00".

1.1.4 Employees shall maintain professionalism and act with integrity, impartiality and courtesy toward Council, the public, co-workers and any individual they may encounter through their work with the Municipality. Employees shall not engage in behaviour which would constitute harassment and shall comply with the requirements of the Town "Harassment, Sexual Harassment and Workplace Violence Policy HR-OS 22:00".

1.1.5 Employees shall protect Municipal property at all times. Municipal property shall only be used for activities associated with the performance of an employee's duties.

1.1.6 Employees shall respect each other and conduct themselves in a respectful manner and refrain from discrimination.

1.1.7 Employees who are engaged in political activities must take care to separate those personal activities from their official positions. Political activity is permissible provided such activity takes place outside of work hours, does not utilize Municipal property and does not create a conflict of interest. In the case of Municipal elections, employees shall comply the Local Authorities Election Act and with the Town "Municipal Election Bylaw 1160/13", and any amendments hereto.

1.1.8 Employees shall follow all safety rules, guidelines, legislation and laws to ensure they maintain a safe and healthy work environment as defined under Alberta's Occupational Health and Safety Act and with the Town's Health and Safety Policy 129.16 and the accompanying Corporate Health and Safety Manual.

**MEETING DATE:** April 28, 2026

**PRESENTED BY:** Dylen Starman and Jeff Alliston - Metrix Group

**SUBJECT:** **2025 Audited Financial Statements**

## BACKGROUND

Dylen Starman and Jeff Alliston, representing Metrix Group, will present the 2025 Audit Findings Report and 2025 Audited Financial Statements for the Town.

## ATTACHMENTS

- *Town of Blackfalds Presentation*
- *2025 Audit Findings Report*
- *2025 Audited Financial Statements*

## APPROVALS

Kim Isaak,
Chief Administrative Officer

# Town of Blackfalds

## 2025 AUDIT FINDINGS PRESENTATION

April 28, 2026

METRIX GROUP LLP
CHARTERED PROFESSIONAL ACCOUNTANTS



# AUDIT OVERVIEW

- Enhance degree of confidence of financial statement users
- Assessing if financial statements present fairly, in all material respects, with GAAP.
  - Canadian public sector accounting standards
- Independent from the Municipal District and management
- Audits seek to provide *reasonable* assurance
- Opinion stated

# RESPONSIBILITIES

## Management

- Preparation of the financial statements
- Implementation, monitoring and oversight of internal controls over financial reporting

## Those charged with governance

- Oversight of the municipality's financial reporting process

## Auditor

- Obtain reasonable assurance whether the financial statements as a whole are free from material misstatement, whether due to fraud or error
- Exercise professional judgment and maintain professional skepticism
- Issue an auditors' report that includes our opinion.

# AUDIT RESULTS



## FINALIZING THE AUDIT

- Standard completion procedures



## ACCOUNTING POLICIES / ESTIMATES

- No initial adoption / change in accounting policies and estimates



## PROCEDURE RESULTS

- No significant findings
- Matters identified related to segregation of duties



## OPINION

- Unmodified opinion

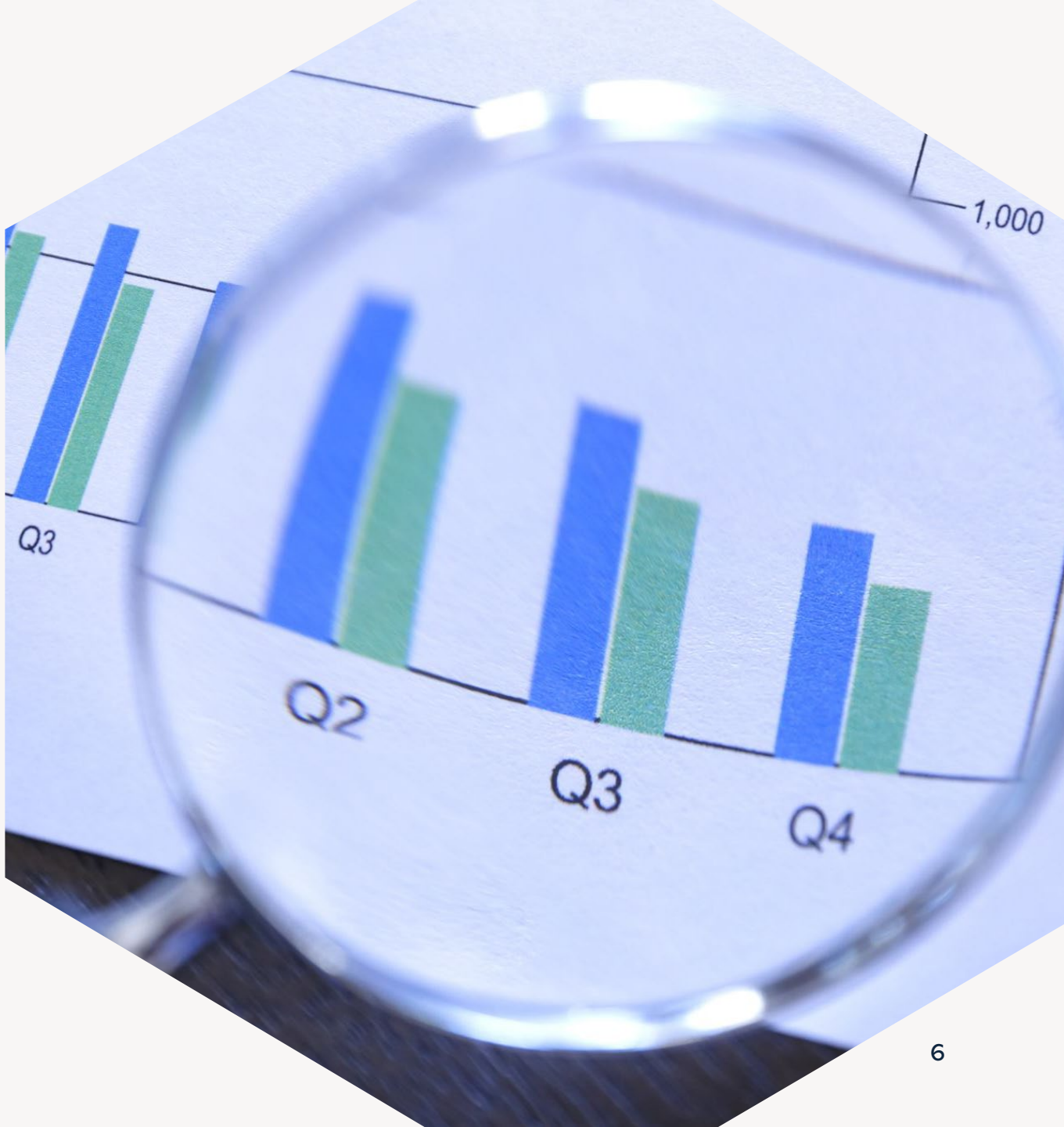
# SIGNIFICANT AUDIT RISKS

| Audit Risk | Fraud Risk | Specific Risk | Result of Testing | Findings |
|---|---|---|---|---|
| Management override of controls | ● | – | ● | No significant findings noted |
| Revenue recognition *(including deferred revenue and government transfers)* | – | ● | ● | No significant findings noted |
| Completeness and accuracy of operating expenses *(including accounts payable and accrued liabilities)* | – | ● | ● | No significant findings noted |
| Completeness and accuracy of salaries, wages and benefits *(including employee benefit obligations)* | – | ● | ● | No significant findings noted |
| Valuation and classification of investments | – | ● | ● | No significant findings noted |
| Completeness and accuracy of tangible capital assets | – | ● | ● | No significant findings noted |
| Accuracy of inventory for consumption | – | ● | ● | No significant findings noted |
| Valuation of asset retirement obligations | – | ● | ● | No significant findings noted |

**Legend**

- ● Risk identified and assessed
- ⬢ Significant finding from procedures
- ▼ Other matters identified
- – Not applicable

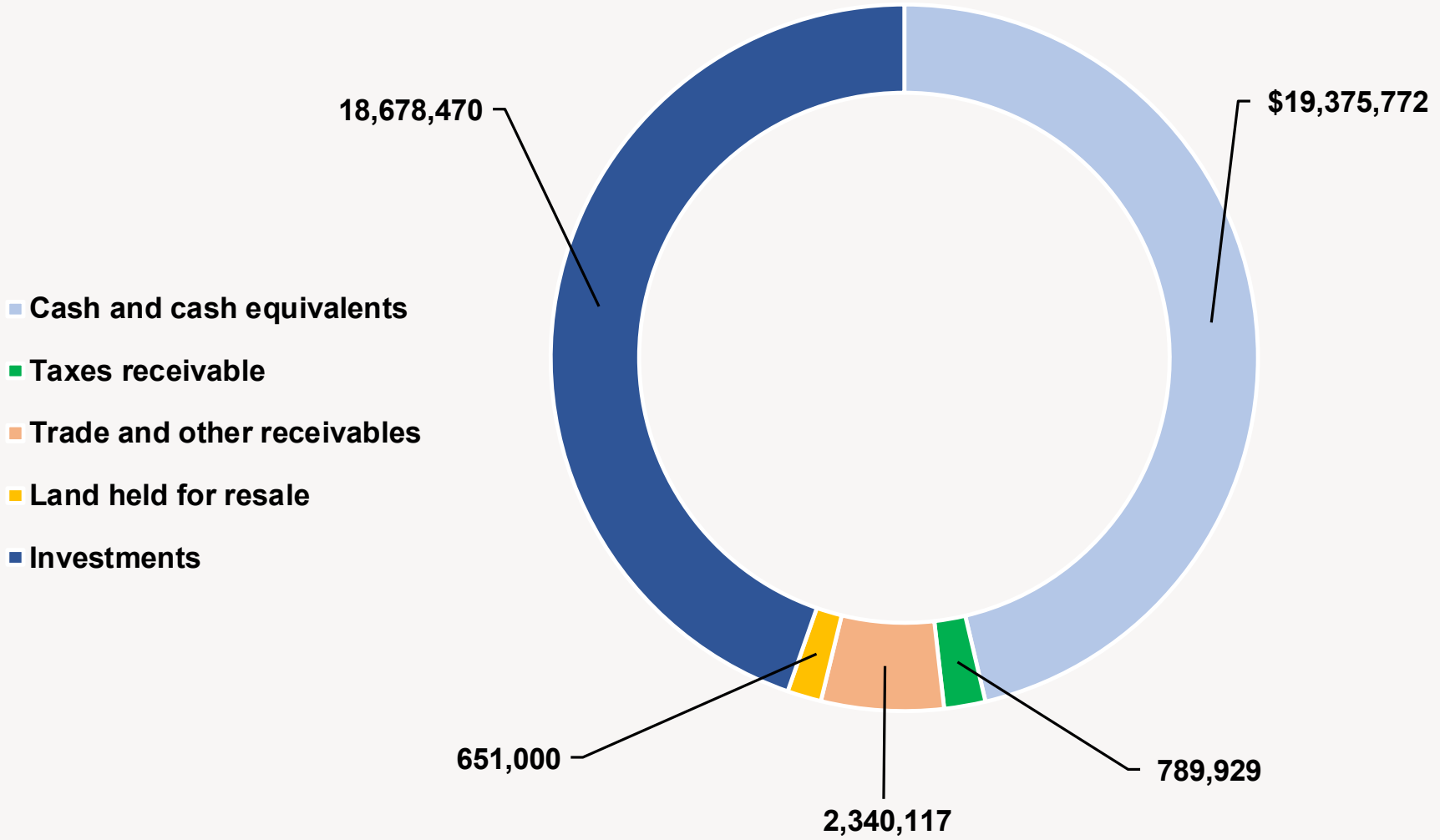
# FINANCIAL RESULTS



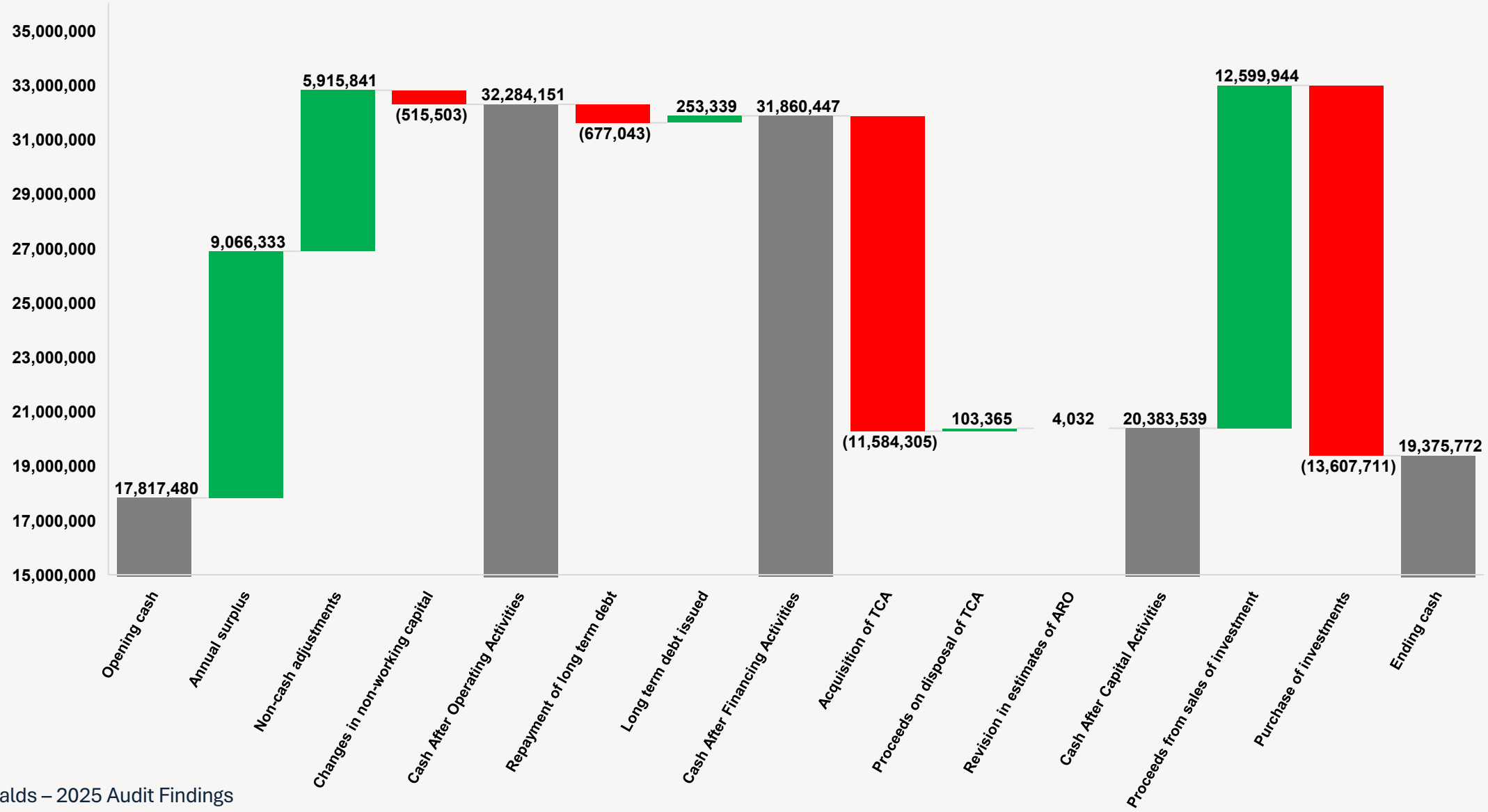
# STATEMENT OF FINANCIAL POSITION

| | | 2025 | | 2024 |
|---|---|---|---|---|
| **FINANCIAL ASSETS** | | | | |
| Cash and Cash equivalents | | **$ 19,375,772** | | $ 17,817,480 |
| Taxes receivable | | **789,929** | | 532,810 |
| Trade and other receivables | | **2,340,117** | | 3,097,698 |
| Investments | | **18,678,470** | | 17,643,421 |
| Land held for resale | | **651,000** | | 651,000 |
| | | **41,835,288** | **A** | 39,742,409 |
| **LIABILITIES** | | | | |
| Accounts payable and accrued liabilities | | **4,546,518** | | 3,473,600 |
| Employee benefit obligation | | **509,841** | | 464,632 |
| Deposit liabilities | | **477,239** | | 415,650 |
| Deferred revenue | | **6,324,816** | | 8,037,727 |
| Liability for contaminated site | | **-** | | 546,938 |
| Long-term debt | | **17,705,125** | | 18,128,829 |
| Asset retirement obligations | | **18,299** | | 21,446 |
| | | **29,581,838** | **B** | 31,088,822 |
| **NET FINANCIAL ASSETS (DEBT)** | **A - B** | **12,253,450** | **C** | 8,653,587 |
| **NON-FINANCIAL ASSETS** | | | | |
| Tangible capital assets | | **191,589,026** | | 186,032,593 |
| Prepaid expenses | | **102,463** | | 125,758 |
| Inventory for consumption | | **213,270** | | 254,143 |
| | | **191,904,759** | **D** | 186,412,494 |
| **ACCUMULATED SURPLUS** | **C+D** | **$ 204,158,209** | | $ 195,066,081 |

# FINANCIAL ASSETS



# CHANGE IN CASH FLOW



# TAXES AND GRANTS IN PLACE OF TAX RECEIVABLES

| | 2025 | 2024 |
|---|---|---|
| Taxes receivable | **$ 667,872** | $ 419,726 |
| Non-current taxes | **122,057** | 113,084 |
| | **789,929** | 532,810 |

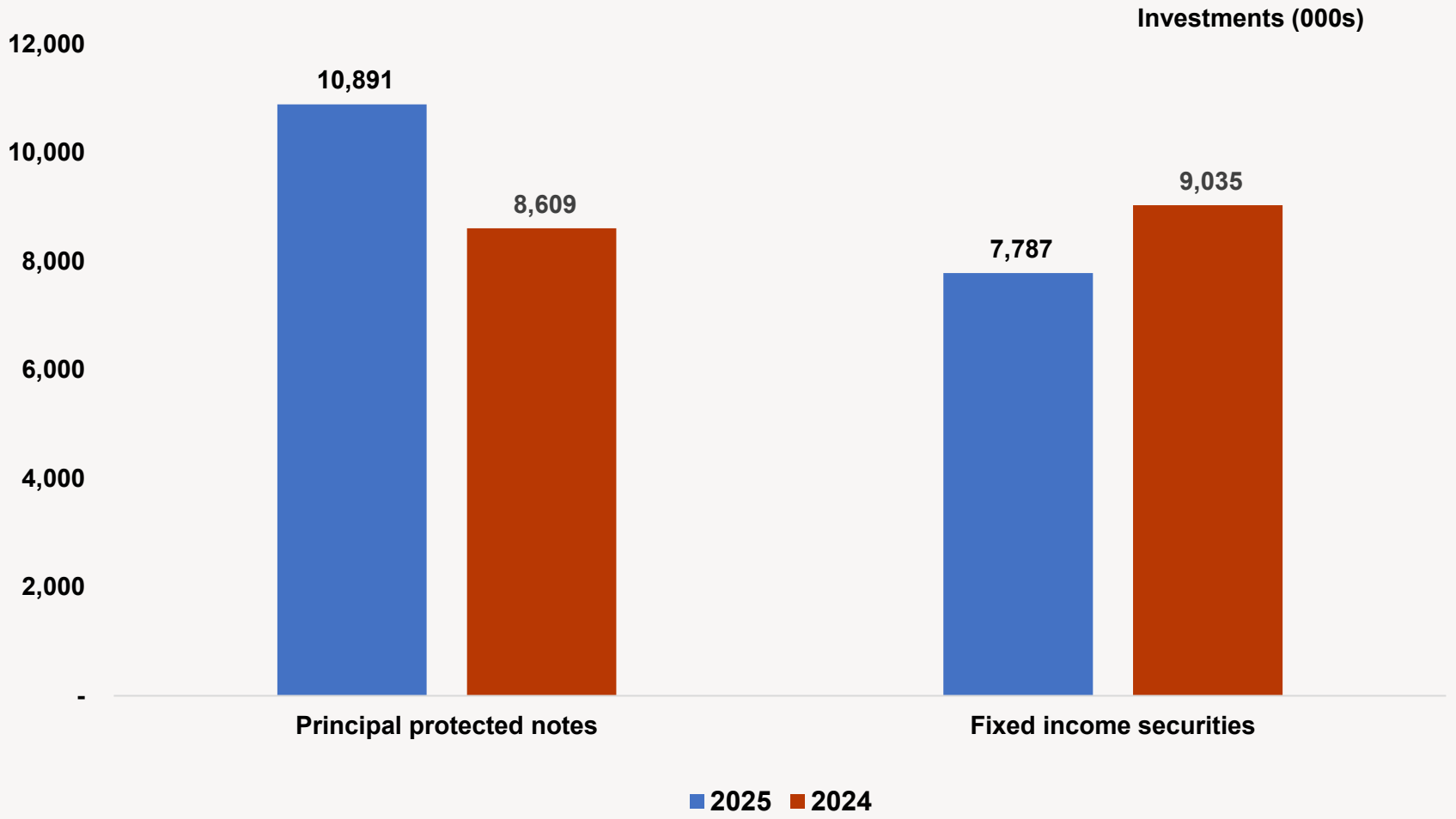
# TRADE AND OTHER RECEIVABLES

| | 2025 | 2024 |
|---|---|---|
| Trade receivables | **$ 1,251,982** | $ 1,286,362 |
| Receivable from other governments | **656,672** | 1,316,846 |
| Goods and Services Tax recoverable | **260,256** | 228,963 |
| Accrued interest | **168,094** | 112,262 |
| Under levy receivables | **3,113** | 1,130 |
| Other accured receivables | **-** | 152,135 |
| | **2,340,117** | 3,097,698 |

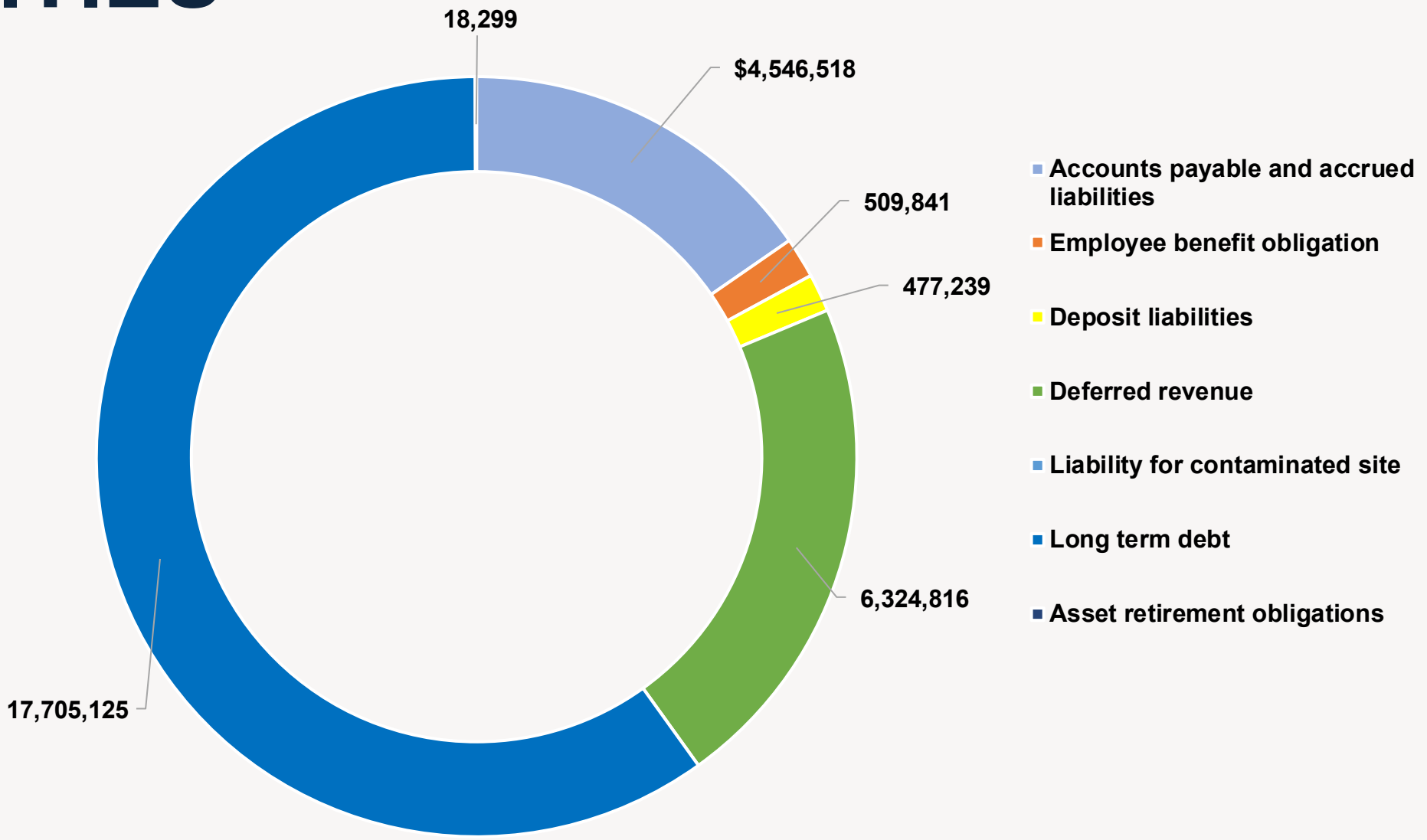
# INVESTMENTS

| | 2025 | 2024 |
|---|---|---|
| Investments measured at amortized cost | | |
| Fixed income securities | **$ 7,787,249** | $ 9,034,895 |
| Investments measured at fair value | | |
| Principal protected notes | **10,891,221** | 8,608,526 |
| | **$ 18,678,470** | **$ 17,643,421** |

# INVESTMENT COMPOSITION



# LIABILITIES

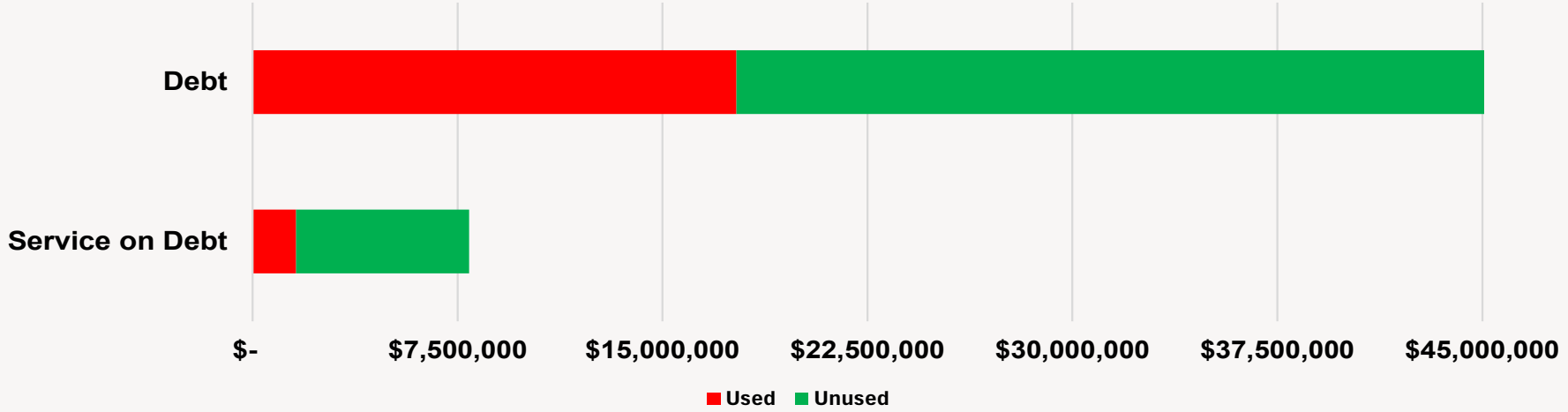


# DEFERRED REVENUE

| | 2024 | Additions | Revenue Recognized | 2025 |
|---|---|---|---|---|
| Development Levies | $ 5,935,535 | $ 570,232 | $ (1,645,110) | **$ 4,860,657** |
| Local Growth and Sustainability Grant | - | 2,096,217 | (1,405,923) | **690,294** |
| Other | 335,422 | 384,945 | (306,863) | **413,504** |
| Canada Community Building Fund | 1,537,546 | 777,509 | (2,036,244) | **278,811** |
| Local Government Fiscal Framework | - | 1,533,423 | (1,468,446) | **64,977** |
| Other Federal/Provincial Grants | 15,034 | 532,065 | (530,526) | **16,573** |
| Municipal Sustainability Initiative | 214,190 | - | (214,190) | **-** |
| | $ 8,037,727 | $ 5,894,391 | $ (7,607,302) | **$ 6,324,816** |

# DEBT LIMIT

| | 2025 | 2024 |
|---|---|---|
| Total debt limit | **$ 47,531,937** | $ 44,918,606 |
| Total debt | **(17,705,125)** | (18,128,829) |
| Amount of total debt limit unused | **$ 29,826,812** | $ 26,789,777 |
| Debt servicing limit | **$ 7,921,990** | $ 7,486,434 |
| Debt servicing | **(1,591,223)** | (1,172,138) |
| Amount of debt servicing limit unused | **$ 6,330,767** | $ 6,314,296 |



# TANGIBLE CAPITAL ASSETS

| Net Book Value | Opening | Additions | Contributed assets | Disposals | Remeasurement ARO | Amortization | Change in WIP | Ending |
|---|---|---|---|---|---|---|---|---|
| Land | $ 5,735,965 | $ - | $ - | $ - | $ - | $ - | $ - | $ 5,735,965 |
| Land Improvements | 7,710,930 | 26,699 | 32,000 | - | - | (404,340) | 788,863 | 8,154,152 |
| Buildings | 62,054,503 | 70,145 | - | - | (4,031) | (1,712,350) | - | 60,408,267 |
| Engineered Structures | 98,296,623 | 9,980 | 405,000 | - | - | (3,548,719) | 5,177,582 | 100,340,466 |
| Machinery & Equipment | 1,982,525 | 707,317 | - | (47,920) | - | (461,027) | - | 2,180,895 |
| Vehicles | 2,561,463 | 749,203 | - | - | - | (286,485) | - | 3,024,181 |
| Work in Progress | 7,690,584 | 10,020,961 | - | - | - | - | (5,966,445) | 11,745,100 |
| | $ 186,032,593 | $ 11,584,305 | $ 437,000 | $ (47,920) | $ (4,031) | $ (6,412,921) | $ - | $ 191,589,026 |

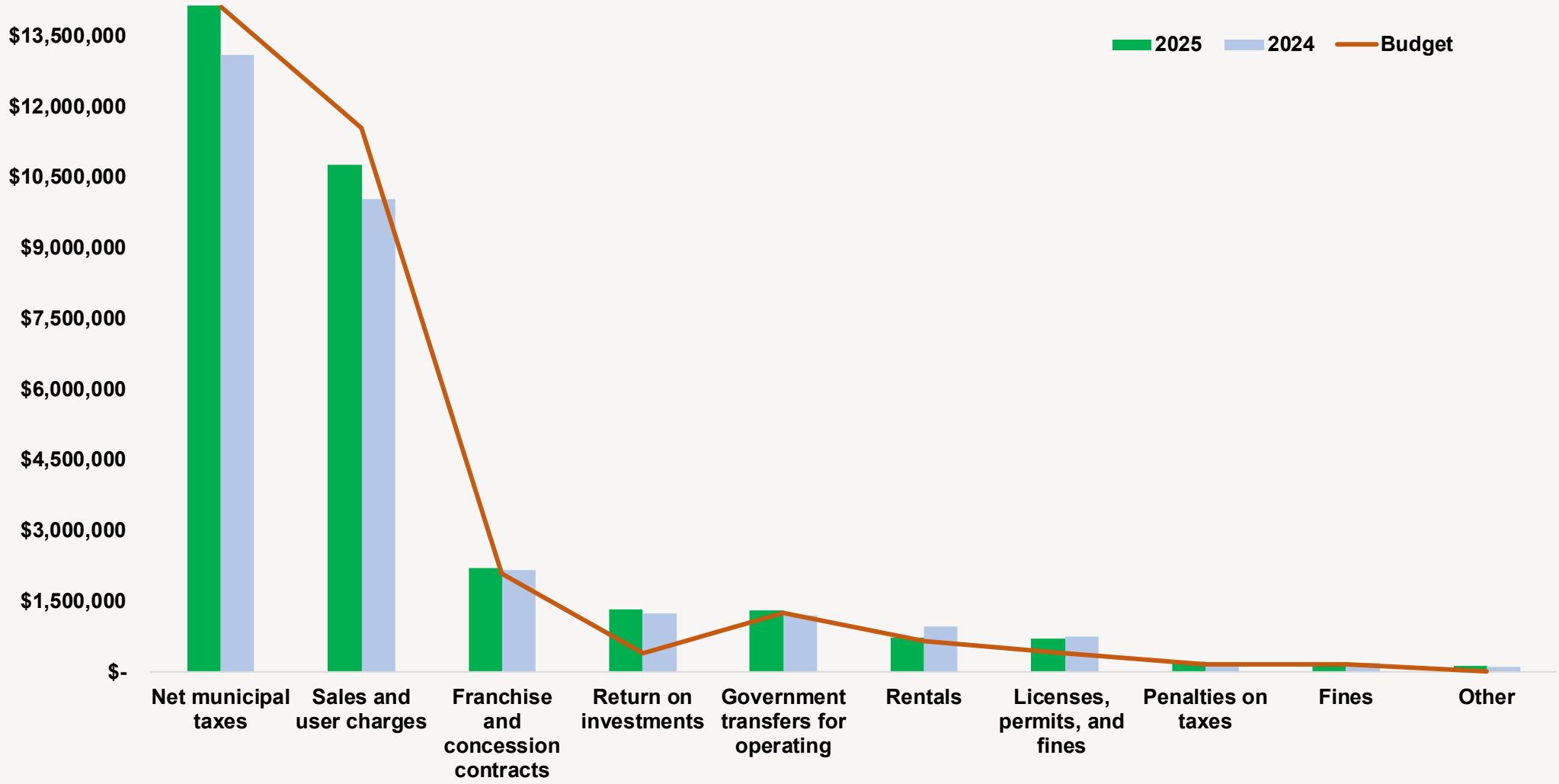
# ACCUMULATED SURPLUS

| | 2025 | 2024 |
|---|---|---|
| Unrestricted surplus | **$ 6,291,950** | $ 6,749,653 |
| Equiy in tangible capital assets | **173,865,602** | 167,882,318 |
| **Restricted surplus** | | |
| Equipment | **11,148,298** | 8,238,905 |
| Water, Wastewater, and Solid Waste | **9,984,631** | 6,494,673 |
| Protection services | **1,900,531** | 929,153 |
| Inventory, Planning & Development, Information Systems | **757,786** | 2,332,751 |
| Library | **73,911** | 34,778 |
| F.C.S.S | **6,000** | 14,900 |
| Streets | **-** | 1,544,247 |
| Environment | **-** | 75,000 |
| Cemetery | **-** | 450 |
| Economic Development | **-** | 8,000 |
| Parks and Recreation | **(130,721)** | 526,827 |
| **Accumulated Surplus from operations** | **$ 203,897,988** | $ 194,831,655 |
| Accumulated remeasurment gain (loss) | **260,221** | 234,426 |
| | **$ 204,158,209** | $ 195,066,081 |

# OPERATING REVENUE

| | Budget | 2025 | 2024 |
|---|---|---|---|
| **REVENUE** | | | |
| Net municipal taxes | $ 14,105,323 | **$ 14,148,409** | $ 13,090,370 |
| Sales and user charges | 11,545,297 | **10,754,930** | 10,044,652 |
| Franchise and concession contracts | 2,090,067 | **2,197,670** | 2,169,736 |
| Return on investments | 396,032 | **1,335,403** | 1,242,477 |
| Government transfers for operating | 1,263,622 | **1,311,195** | 1,202,284 |
| Rentals | 662,032 | **736,663** | 965,592 |
| Licenses, permits, and fines | 396,705 | **707,428** | 741,156 |
| Penalties on taxes | 172,200 | **206,609** | 185,450 |
| Fines | 170,000 | **169,240** | 202,296 |
| Other | 9,000 | **120,411** | 101,724 |
| | $ 30,810,278 | **$ 31,687,958** | $ 29,945,737 |

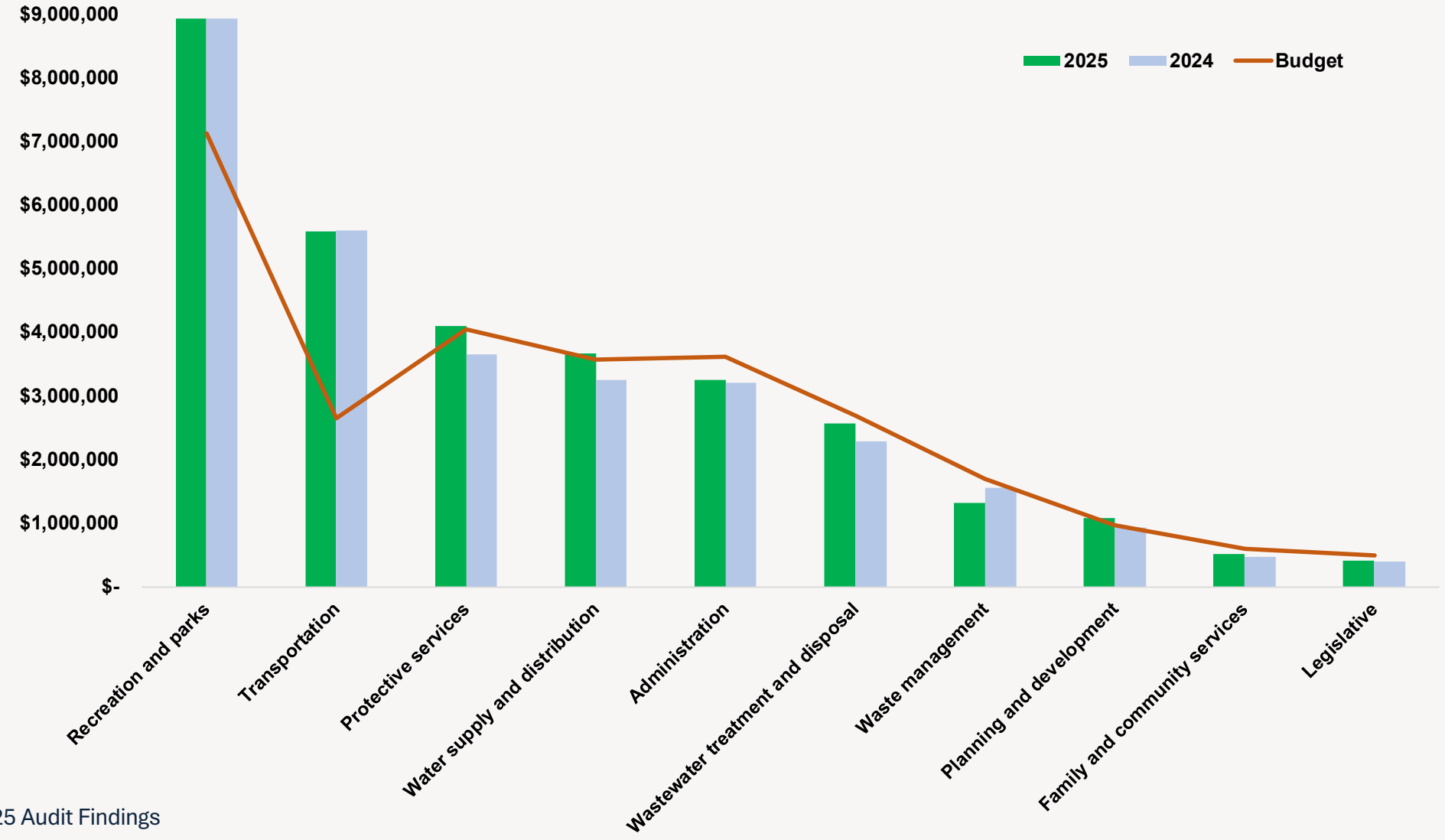
# OPERATING REVENUE



# EXPENSES BY FUNCTION

| | Budget | **2025** | 2024 |
|---|---|---|---|
| **EXPENSES** | | | |
| Recreation and parks | $ 7,116,577 | **$ 8,937,253** | $ 8,922,538 |
| Transportation | 2,646,048 | **5,587,664** | 5,604,488 |
| Protective services | 4,039,664 | **4,092,854** | 3,643,959 |
| Water supply and distribution | 3,567,263 | **3,667,942** | 3,256,519 |
| Administration | 3,616,582 | **3,254,781** | 3,203,059 |
| Wastewater treatment and disposal | 2,696,032 | **2,559,586** | 2,278,997 |
| Waste management | 1,696,838 | **1,321,488** | 1,552,374 |
| Planning and development | 960,634 | **1,073,416** | 935,141 |
| Family and community services | 594,976 | **507,546** | 468,194 |
| Legislative | 491,016 | **405,546** | 391,309 |
| | $ 27,425,630 | **$ 31,408,076** | $ 30,256,578 |

# EXPENSES BY FUNCTION



# EXPENSES BY OBJECT

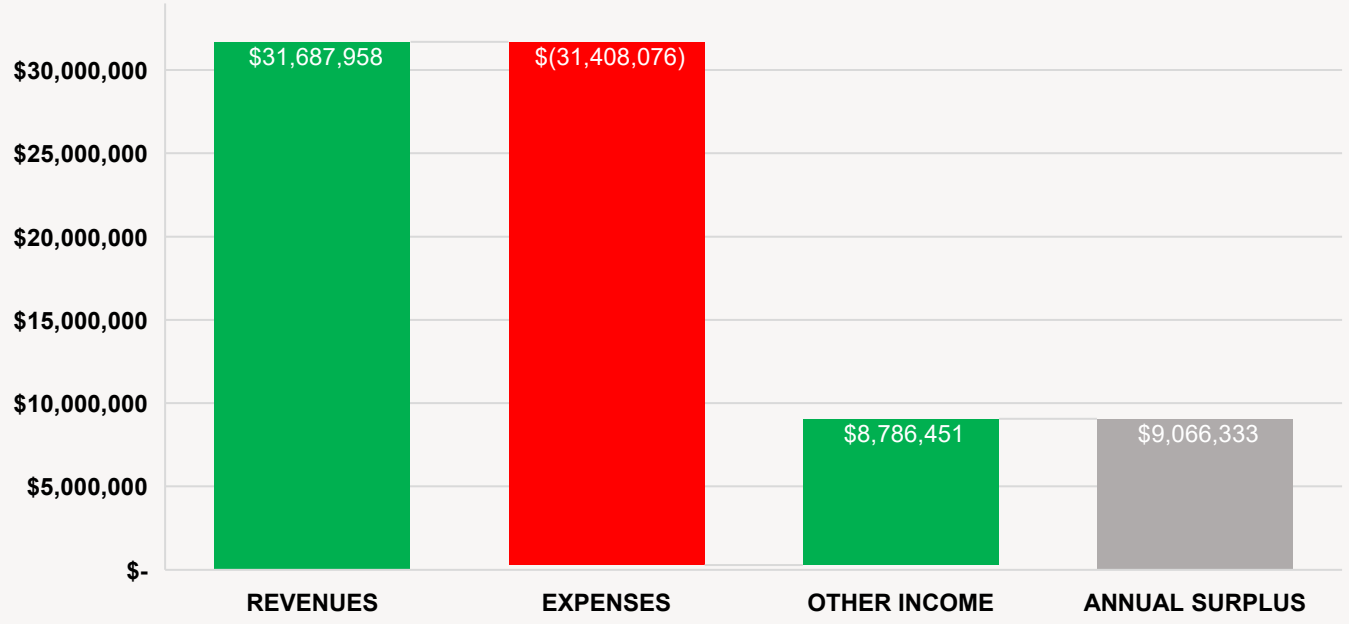
| | Budget | **2025** | 2024 |
|---|---|---|---|
| **EXPENSES** | | | |
| Salaries, wages, and benefits | $ 11,601,155 | **$ 11,062,347** | $ 10,466,338 |
| Contracted and general services | 11,753,967 | **10,107,536** | 9,312,070 |
| Amortization | - | **6,412,920** | 6,482,067 |
| Materials, goods, and utilities | 2,895,084 | **3,004,531** | 3,160,911 |
| Interest on long term debt | 495,094 | **500,625** | 510,295 |
| Other expenses | 209,790 | **222,106** | 225,006 |
| Transfers to individuals and organizations | 470,540 | **97,126** | 98,870 |
| Accretion | - | **885** | 1,021 |
| | $ 27,425,630 | **$ 31,408,076** | $ 30,256,578 |

# OTHER INCOME AND EXPENDITURES

| | Budget | 2025 | 2024 |
|---|---|---|---|
| **OTHER INCOME** | | | |
| Government transfers for capital | $ - | **$ 6,274,720** | $ 5,311,260 |
| Development levies | - | **1,645,110** | 38,298 |
| Contributed assets | - | **437,000** | - |
| Recovery on contaminated site remediation | - | **374,175** | - |
| Gain on disposal of tangible capital assets | - | **55,446** | 225,428 |
| Loss disposal of land held for resale | - | **-** | (467,460) |
| | $ - | **$ 8,786,451** | $ 5,107,526 |

# STATEMENT OF OPERATIONS

| | Budget | **2025** | 2024 |
|---|---|---|---|
| **REVENUES** | $ 30,810,278 | **$ 31,687,958** | $ 29,945,737 |
| **EXPENSES** | (27,425,630) | **(31,408,076)** | (30,256,578) |
| **OTHER INCOME** | - | **8,786,451** | 5,107,526 |
| **ANNUAL SURPLUS** | $ 3,384,648 | **$ 9,066,333** | $ 4,796,685 |



# Summary

- UNMODIFIED OPINION
- NO SIGNIFICANT FINDINGS
- NET FINANCIAL ASSET – $12,253,450 (2024 – $8,653,587)
- ANNUAL SURPLUS – $9,066,333 (2024 – $4,796,685)
- QUESTIONS?











# Thank you


Jeff Alliston, CPA, CA

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METRIX GROUP LLP

CHARTERED PROFESSIONAL ACCOUNTANTS

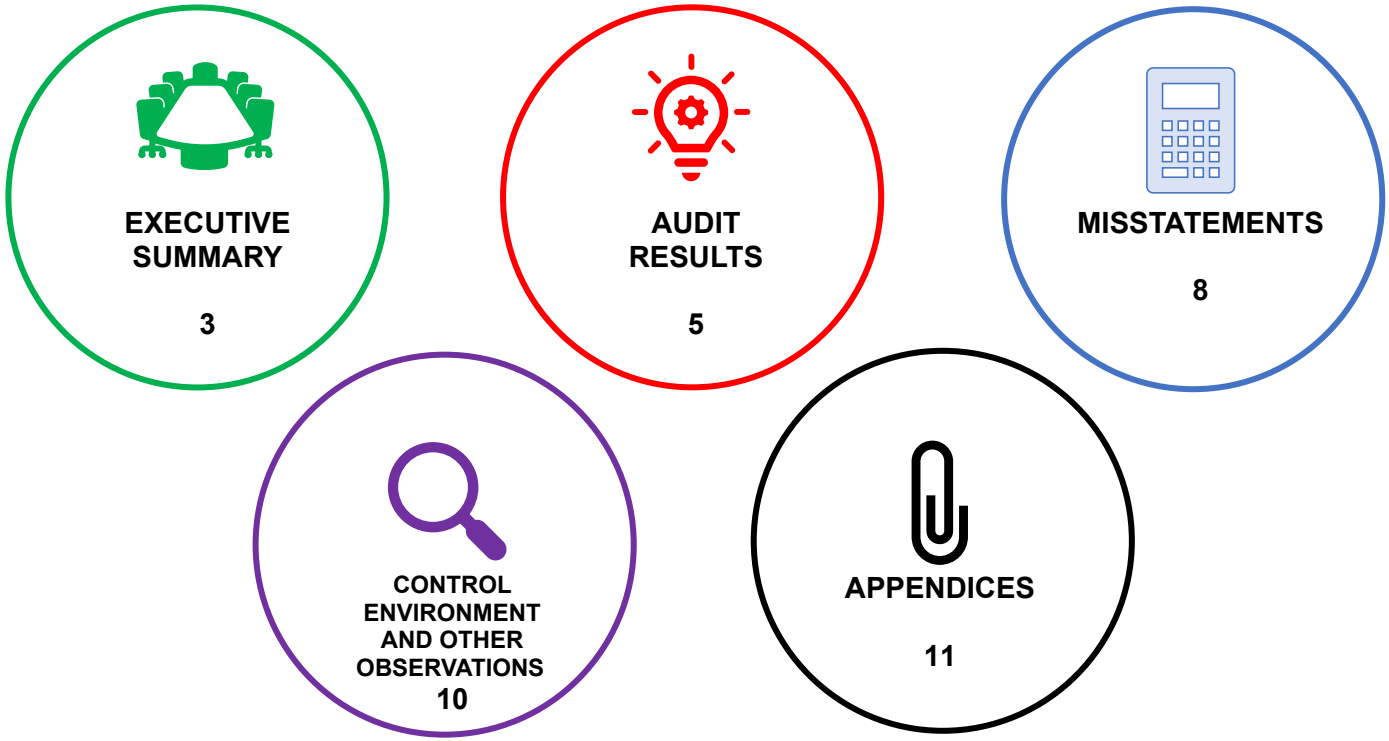
# TOWN OF BLACKFALDS

## Audit Findings Report

For the year-ended December 31, 2025

April 28, 2026

# REPORT CONTENTS




This Audit Findings Report should not be used for any other purpose or by anyone other than the Town or Council. Metrix shall have no responsibility or liability for loss, damages, or claims, if any, to or by any third party as this Audit Findings Report has not been prepared for, and is not intended for, any third party or for any other purpose.

# EXECUTIVE SUMMARY

## Purpose of this report

The purpose of this report is to communicate clearly with you the findings of our audit of the Town of Blackfalds (the "Town") for the year ended December 31, 2025. This communication is to summarize the results of our procedures and provide comments on any significant matters, including misstatements accounting policies, estimates, and other matters, that we have identified.

### Finalizing the audit

As of April 28, 2026, we have substantially completed the audit of the Town's financial statement with the exception of:

- Obtaining responses to our legal letter inquiries.
- Completing our subsequent events procedures.
- Obtaining the signed management representation letter.
- Completing our required communication to Council.
- Obtaining evidence of Council's approval of the financial statements.

We will update Council on significant matters, if any, arising from the completion of the audit, including the completion of the procedures above.

### Materiality

The auditors' determination of materiality is a matter of professional judgement and is affected by the auditors' perception of the financial information needs of users of the financial statements.

Materiality for the 2025 audit was set at $1,250,000 (4% of operating expenses) with a trivial threshold of $62,500. We anticipate that management will record any adjustments that we propose that are of a non-trivial nature. Please refer to summary of adjusted and uncorrected misstatements for misstatements identified.

### Changes from the audit plan

There have been no other significant changes to our audit plan.

### Significant difficulties encountered during the audit

We encountered no significant difficulties during our audit that should be brought to the attention of Council.

## Engagement team

| Team member | Role | Experience |
|---|---|---|
| **Jeff Alliston, CPA, CA**<br>Engagement Partner | As the engagement partner, Jeff was responsible for leading the audit and was responsible for the quality and timeliness of the audit.<br><br>Jeff will also be available throughout the audit process and will attend the Council meeting with management and present the financial statements. | Jeff holds over 15 years of public sector auditing experience working with municipalities of all types and sizes.<br><br>He has also delivered many presentations on public sector topics and is also a member of the Emerging Issues Task Force as administered by the Government Finance Officers Association – Alberta Chapter. |
| **Dylen Starman, CPA**<br>Manager | Dylen was responsible for planning and completion of the file. | Dylen has over five years of public sector auditing experience specializing in public sector and related entities, for-profit, and not-for-profit entities. |

# AUDIT RESULTS

The following is a summary of our audit focus including risks identified, our procedures performed in response, and our findings.

| **Management override of controls** | | |
|---|---|---|
| **Risk** | **Our Response** | **Findings** |
| Management is in a unique position to perpetrate financial statement fraud through the manipulation of accounting records. Under Canadian assurance standards, there is a presumed fraud risk related to management's ability to override internal controls. This risk is not rebuttable. | Using data analytics, we have identified journal entries that exhibit characteristics which may be indicative of possible control override. We have assessed the business rationale of the transactions taking into consideration estimates applied, application of accounting policies, evidence of potential management bias. | No significant findings have been identified. |
| **Revenue recognition** (including receivable balances, deferred revenue and government transfers) | | |
| **Risk** | **Our Response** | **Findings** |
| Grant funding subject to external funder restrictions (e.g., Government of Alberta) has been prematurely recognized as revenue. | - We have obtained understanding of the processes and controls in place over revenues recognition, collections, and provisions.<br>- We inspected significant agreements and other source documentation for funding purpose and restrictions.<br>- We have assessed significant revenue transactions for compliance with external restrictions.<br>- We have tested the subsequent receipt of receivable balances outstanding at year-end.<br>- We have performed a search for unrecorded revenue. | No significant findings have been identified. |

| **Operating expenses** (including accounts payable and accrued liabilities) | | |
|---|---|---|
| **Risk** | **Our Response** | **Findings** |
| Expenses have not been recorded in the correct reporting period, either due to premature recognition or missing accruals, or do not exist. | - We have obtained an understanding of the processes and controls in place over procurement and payment.<br>- We have inquired with management and review subsequent Council minutes for significant transactions not recorded.<br>- We have tested a sample of expenses recorded, including significant transactions.<br>- We have performed a search for unrecorded liabilities.<br>- We have examined accrued liabilities for accuracy and cut-off. | No significant findings have been identified. |
| **Salaries, wages and benefits** (including employee benefit obligations) | | |
| **Risk** | **Our Response** | **Findings** |
| Employees have been paid at a rate inconsistent with their employee contract. | - We have obtained an understanding over the processes and controls in place over payroll.<br>- We have performed tests of controls over significant payroll controls.<br>- We have performed substantive analytical procedures over salaries, wages and benefits.<br>- We have coordinate procedures performed with the LAPP agree-upon procedures engagement. | No significant findings have been identified. |

| **Tangible capital assets** | | |
|---|---|---|
| **Risk** | **Our Response** | **Findings** |
| There exists the risk that TCA has been expensed rather than capitalized or has been recorded incorrectly. Conversely, there exists the risk that expenditures that are not capital in nature have been capitalized.<br><br>The valuation of TCA is subject to management's estimate which may be complex and subject to change. | - We have reviewed the Town's amortization policy.<br>- We have inquired with management regarding any indicators of impairment.<br>- We have performed substantive tests of details over additions and disposals.<br>- We have re-calculated amortization expense and gains / losses on the disposal of TCA.<br>- We have coordinated with procedures performed over deferred revenue. | No significant findings have been identified. |
| **Liability for contaminated site** | | |
| **Risk** | **Our Response** | **Findings** |
| Town's financial statements were qualified for contaminated sites in 2023 as no assessment was completed. This is a deviation from PSAS. | - We have obtained management's assessment of contaminated sites.<br>- We have obtained third party assessments and estimates for the identified contaminated site.<br>- We have assessed the mathematical accuracy of the liability calculated. | No significant findings noted. |

# MISSTATEMENTS

## ADJUSTED MISSTATEMENTS

Audit adjustments have been recorded in order for the Town to comply with reporting requirements under Canadian public sector accounting standards.

| | Increase (decrease) from opening balances | | | |
|---|---|---|---|---|
| **Differences noted** | **Assets** | **Liabilities** | **Accumulated Surplus** | **Annual Surplus** |
| Three (3) audit adjustments<br>(2024 – seven (9) adjustments) | $ (1,681) | $ (6,685) | $ 5,004 | $ 5,004 |
| **Total Adjusted Differences (Income Effect)** | | | | **$ 5,004** |

## UNCORRECTED MISSTATEMENTS

In accordance with Canadian auditing standards, we are required to request that all uncorrected misstatements be corrected. We have requested this to management.

Management has decided not to correct certain misstatements and has provided representation that the uncorrected misstatements, individually and in aggregate, are not material to the financial statements – please refer to **Appendix 2** for the management representation letter.

The total unrecorded misstatements noted during the audit amounted to a $NIL overstatement of the Town's surplus for the year ended December 31, 2025.

| Amount of over (under) misstatement | | | | |
|---|---|---|---|---|
| **Description** | **Assets** | **Liabilities** | **Surplus** | **Accumulated Surplus** |
| To record credit balances in taxes receivable. | $ (74,426) | $ (74,426) | $ - | $ - |
| **Total unrecorded misstatements** | **$ (74,426)** | **$ (74,426)** | **$ -** | **$ -** |

After considering both quantitative and qualitative factors with respect to the uncorrected misstatements accumulated during the audit, we agree with management that the uncorrected misstatements are not material to the financial statements. Accordingly, our auditors' opinion has not been modified with respect to the uncorrected misstatements presented.

# CONTROL ENVIRONMENT AND OTHER OBSERVATIONS

Our objective is to communicate appropriately to Council any significant deficiencies in internal control that we have identified during the audit and that, in our professional judgement, are of sufficient importance to merit being reported to those charged with governance.

The audit findings contained in this report did not have a material effect on the Town's consolidated financial statements, and as such, our audit report is without reservation with respect to these matters.

## Significant Deficiencies of Internal Controls

We have not identified any control deficiencies that we have determined to be significant to internal controls over financial reporting.

## Significant Qualitative Aspects of Accounting Policies

Management is responsible for determining significant accounting policies. The choice of different accounting policy alternatives can have a significant effect on the financial position and results of the Town. The application of those policies often involved significant estimates and judgements by management.

We are of the opinion that the significant accounting policies and the financial disclosures made by management do not materially misstate the financial statements taken as a whole.

## Significant Qualitative Aspects of Accounting Estimates

Management is required to disclose the assumptions it makes about the future, and other major sources of measurement uncertainty, that have a significant risk of resulting in a material misstatement to the financial statements.

Significant estimates relate to the valuation of tangible capital assets, the useful lives and related amortization of tangible capital assets, future cash flows associated with asset retirement obligations and contaminated sites, and contingent liabilities.

Overall, we are satisfied with the reasonability of accounting estimates.

# APPENDICES

- **Appendix 1 – Required communications**
- **Appendix 2 – Management representation letter**
- **Appendix 3 – New and revised accounting standards**

# Appendix 1 – Required communications

## Independence

We have been engaged to audit the financial statement of the Town for the year ending December 31, 2025.

We believe that it is important that we communicate at least annually with you regarding all relationships between the Town and our firm that, in our professional judgement, may reasonably be thought to bear on our independence.

In determining which relationships to report, these standards require us to consider relevant rules and related interpretations prescribed by the Chartered Professional Accountants of Alberta and applicable legislation, covering such matters as:

(a) Holding a financial interest, either directly or indirectly, in a client;

(b) Holding a position, either directly or indirectly, that gives the right or responsibility to exert significant influence over the financial or accounting policies of a client.

(c) Personal or business relationships of immediate family, close relatives, partners or retired partners, either directly or indirectly, with a client;

(d) Economic dependence on a client; and

(e) Provision of services in addition to the audit engagement.

We are not aware of any relationships between the Town and ourselves that, in our professional judgement, may reasonably be thought to bear on our independence that have occurred from January 1, 2025 to April 28, 2026.

## Management representation

Management's representations are integral to the audit evidence we will gather. Prior to the release of our independent auditors' report, we will require management's representations in writing to support the content of our report. Please refer to **Appendix 2**.

# Appendix 2 – Management representation letter

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# TOWN OF BLACKFALDS

**Box 220 Waghorn St.**
**5018 Waghorn Street**
**Blackfalds, AB**
**T0M 0J0**

April 28, 2026

Metrix Group LLP
12840 St. Albert Trail
Edmonton Alberta T5L 4H6

Attention: Jeff Alliston, CPA, CA

Dear Sir:

**Re: Management representations letter**

This representation letter is provided in connection with your audit of the consolidated financial statements of Town of Blackfalds for the year ended December 31, 2025, for the purpose of you expressing an opinion as to whether the consolidated financial statements are presented fairly, in all material respects, in accordance with Canadian public sector accounting standards.

In making the representations outlined below, we took the time necessary to appropriately inform ourselves on the subject matter through inquiries of entity personnel with relevant knowledge and experience, and, where appropriate, by inspecting supporting documentation.

We confirm that (to the best of our knowledge and belief):

**1. Financial Statements**

We have fulfilled our responsibilities, as set out in the terms of the audit engagement dated January 13, 2026 for:

- Preparing and fairly presenting the consolidated financial statements in accordance with Canadian public sector accounting standards;
- Providing you with:
  - Access to all information of which we are aware that is relevant to the preparation of the consolidated financial statements, such as:
    A. Accounting records, supporting data and other relevant documentation,
    B. Minutes of meetings (such as shareholders, board of directors and audit committees) or summaries of actions taken for which minutes have not yet been prepared, and
    C. Information on any other matters, of which we are aware, that is relevant to the preparation of the consolidated financial statements;
  - Additional information that you have requested from us for the purpose of the audit; and
  - Unrestricted access to persons within the entity from whom you determine it necessary to obtain audit evidence.
- Ensuring that all transactions have been recorded in the accounting records and are reflected in the consolidated financial statements; and
- Designing and implementing such internal control as we determined is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error. We have also communicated to you any deficiencies in the design and implementation or the maintenance of internal control over financial reporting of which management is aware.

**2. Fraud and Non Compliance**

We have disclosed to you:

a. All of our knowledge in relation to actual, alleged or suspected fraud affecting the entity's consolidated financial statements involving:

   i. Management;

   ii. Employees who have significant roles in internal control; or

   iii. Others where the fraud could have a material effect on the consolidated financial statements;

b. All of our knowledge in relation to allegations of fraud or suspected fraud communicated by employees, former employees, analysts, regulators or others;

c. All known instances of non-compliance or suspected non-compliance with laws and regulations, including all aspects of contractual agreements that should be considered when preparing the consolidated financial statements;

d. All known, actual, or possible litigation and claims that should be considered when preparing the consolidated financial statements; and

e. The results of our risk assessments regarding possible fraud or error in the consolidated financial statements.

**3. Related Parties**

We have disclosed to you the identity of all of the Town's related-party relationships and transactions of which we are aware. This includes sales, purchases, loans, transfers of assets, liabilities and services, leasing agreements, guarantees, non-monetary transactions, and transactions for no consideration for the period ended as well as related balances due to or from such parties at the period end.

All related-party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of Canadian public sector accounting standards.

**4. Estimates**

We acknowledge our responsibility for determining the accounting estimates required for the preparation of the consolidated financial statements in accordance with Canadian public sector accounting standards. Those estimates reflect our judgment based on our knowledge and experience of past and current events, and on our assumptions about conditions we expect to exist and courses of action we expect to take. We confirm the methods, the data, and the significant assumptions used in making accounting estimates (including the useful lives of tangible capital assets and the corresponding rates of amortization, inventory valuation, future cash flows associated with asset retirement obligations and contaminated sites, recoverability of accounts receivable, and the amount of accrued liabilities) and their related disclosures are appropriate to achieve recognition, measurement or disclosure that is reasonable in the context of Canadian public sector accounting standards.

**5. Subsequent Events**

All events subsequent to the date of the financial statements and for which Canadian public sector accounting standards requires adjustment or disclosure have been adjusted or disclosed

**6. Commitments and Contingencies**

All relevant commitments, contingent liabilities/assets or guarantees (written or oral) have been appropriately accounted for and disclosed in the consolidated financial statements in accordance with the requirements of PSAS.

This includes liabilities arising from contract terms, illegal acts or possible illegal acts, and environmental matters that would have an impact on the consolidated financial statements.

**7. Adjustments**

We have reviewed, approved and recorded all of your proposed adjustments to our accounting records. This includes journal entries, changes to account coding, classification of certain transactions and preparation of, or changes to, certain accounting records.

**8. Misstatements**

**8. Misstatements** *(continued)*

The effects of uncorrected misstatements are immaterial, individually and in aggregate, to the consolidated financial statements as a whole. A list of the uncorrected misstatements, including the reasons why they were not corrected, is attached to this letter.

**9. Accounting policies**

All significant accounting policies are disclosed in the consolidated financial statements and, with the exception of the following policy changes, have been applied consistently with those used in the previous period.

- Carrying value of investments from cost to amortized cost and fair value.
- Recognition of contaminated sites

**10. Contractual compliance**

We have complied with the terms and conditions of all contractual agreements that could have a material effect, in the event of non-compliance, on the consolidated financial statements.

**11. Direct liabilities**

We have recorded in the accounts all known liabilities of our Town as at December 31, 2025 except for trivial amounts.

**12. Fair values**

We confirm that the significant assumptions used in arriving at the fair values of financial instruments as measured and disclosed in the consolidated financial statements are reasonable and appropriate in the circumstances.

**13. Litigation**

We have informed you of all outstanding and possible claims, whether or not they have benn discussed with legal counsel.

**14. Contractural agreements**

We have disclosed to you, and the Town has complied with, all aspects of contractual agreements that would have a material effect on the financial statements in the event of non-compliance, including all covenants, conditions or other requirements of all outstanding debt.

Acknowledged and agreed on behalf of Town of Blackfalds by:

Kim Isaak
Chief Administrative Officer

April 28, 2026
Date signed

Justin de Bresser
Director of Corporate Services

April 28, 2026
Date signed

## Town of Blackfalds

**Year End: December 31, 2025**

**Schedule of unadjusted errors**

| Refno | Description | Assets | Liabilities | Equity | Income | Expenses | Annotation |
|---|---|---|---|---|---|---|---|
| **Unrecorded - factual** | | | | | | | |
| SUD01 | To adjust for credit balances in | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | **Understated/(Overstated)** | **0.00** | **0.00** | 0.00 | **0.00** | 0.00 | |

**Town of Blackfalds**
**Year End: December 31, 2025**
**Unrecorded journal entries**
**Date: 1/1/2025 To 12/31/2025**

| Number | Date | Name | Account No | Reference | Annotation | Debit | Credit | Recurrence | Misstatement |
|---|---|---|---|---|---|---|---|---|---|
| SUD01 | 12/31/2025 | A/R - Taxes Current | 3-12-00-211 | C1-1 | | 74,625.86 | | | |
| SUD01 | 12/31/2025 | Deferred Revenue - CCBF | 4-00-00-298 | C1-1 | | | 74,625.86 | | |
| | | To adjust for credit balances in taxes receivable. | | | | | | | |
| | | | | | | **74,625.86** | **74,625.86** | | |

**Net Income (Loss)** **9,066,226.20**

# Appendix 3 – New and revised accounting standards

| Standard | Summary | Effective Date |
|---|---|---|
| **PS 1202 Financial Statement Presentation** | This standard sets out general and specific requirements for the presentation of information in general purpose financial statements. The financial statement principles are based on the concepts in the Conceptual Framework for Financial Reporting in the Public Sector. | Fiscal years beginning on or after April 1, 2026. Early adoption is permitted. |
| **The Conceptual Framework for Financial Reporting in the Public Sector** | The PSAB's framework replaces the conceptual aspects of PS 1000 – Financial Statement Concepts, and PS 1100 – Financial Statement Objectives. | Fiscal years beginning on or after April 1, 2026. Early adoption is permitted. |
| **PS 3251 Employee Benefits** | This standard is to finalize the core principles for discount rate guidance and deferral provisions and replaces existing aspects of PS 3250 Retirement Benefits and PS 3255 Post-employment Benefits. | Fiscal years beginning on or after April 1, 2029. Early adoption is permitted. |
| **PS 3150 Tangible Capital Assets** | Amendments to this standard include a revised definition of tangible capital assets, new guidelines for identifying collections, enhanced disclosures for heritage assets, and clarified accounting for contributed materials/labor and below-fair-value purchases. | Fiscal years beginning on or after April 1, 2030. Early adoption is permitted. |

# TOWN OF BLACKFALDS

## CONSOLIDATED FINANCIAL STATEMENTS

## FOR THE YEAR ENDED DECEMBER 31, 2025

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# TABLE OF CONTENTS

**Audited Consolidated Financial Statements**

Independent Auditors' Report 2

Management's Responsibility For Financial Reporting 4

Consolidated Statement of Financial Position 5

Consolidated Statement of Operations and Accumulated Surplus 6

Consolidated Statement of Change in Net Financial Assets 7

Consolidated Statement of Remeasurement Gains and Loss 8

Consolidated Statement of Cash Flows 9

**Schedules**

Schedule 1 - Changes in Accumulated Surplus 10

Schedule 2 - Property and Other Taxes 11

Schedule 3 - Government Transfers 12

Schedule 4 - Segmented Information 13

Schedule 6 - Tangible Capital Assets 15

**Notes to the Financial Statements** 16

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METRIX GROUP LLP
CHARTERED PROFESSIONAL ACCOUNTANTS

# INDEPENDENT AUDITORS' REPORT

To the Mayor and Council of the Town of Blackfalds

*Opinion*

We have audited the accompanying consolidated financial statements of the Town of Blackfalds (the "Town"), which comprise the consolidated statement of financial position as at December 31, 2025, and the consolidated statements of operations and accumulated surplus, changes in net financial assets, remeasurement gains and losses, and cash flows for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Town as at December 31, 2025, the results of consolidated operations, changes in net financial assets, consolidated remeasurement gains and losses, and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

*Basis for Opinion*

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditors' Responsibilities for the Audit of the Consolidated Financial Statements* section of our report. We are independent of the Town in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with those requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

*Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements*

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the Town's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Town or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Town's financial reporting process.

*(continues)*



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*Auditors' Responsibilities for the Audit of the Consolidated Financial Statements*

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but it is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control.

- Evaluate the appropriateness of accounting policies and the reasonableness of accounting estimates and related disclosures made by management.

- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Town's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Town to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities with the Town or business activities within the group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Chartered Professional Accountants

Edmonton, Alberta
April 28, 2026

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# MANAGEMENT'S RESPONSIBILITY FOR FINANCIAL REPORTING

Management is responsible for the preparation and presentation of the accompanying consolidated financial statements, including responsibility for significant accounting judgments and estimates in accordance with Canadian public sector accounting standards. This responsibility includes selecting appropriate accounting principles and methods, and making decisions affecting the measurement of transactions in which objective judgment is required.

In discharging its responsibility for the integrity and fairness of the consolidated financial statements, management designs and maintains the necessary accounting systems and related internal controls to provide reasonable assurance that transactions are authorized, assets are safeguarded, and financial records are properly maintained to provide reliable information for the preparation of the consolidated financial statements.

The elected Mayor and Council of the Town of Blackfalds are composed entirely of individuals who are neither management nor employees of the Town. The Mayor and Council have the responsibility of meeting with management and the external auditors to discuss the internal controls over the financial reporting process, auditing matters, and financial reporting issues. The Mayor and Council are also responsible for the appointment of the Town's external auditors.

Metrix Group LLP, an independent firm of Chartered Professional Accountants, is appointed by Council to audit the consolidated financial statements and to report directly to them. The external auditors have full and free access to and meet periodically and separately with both the Mayor and Council and management to discuss their audit findings.

_____

Kim Isaak,
Chief Administrative Officer

_____

Justin de Bresser,
Director of Corporate Services

April 28, 2026
Blackfalds, Alberta

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**TOWN OF BLACKFALDS**
**Consolidated Statement of Financial Position**
**As at December 31, 2025**

| | | 2025 | 2024 |
|---|---|---|---|
| **FINANCIAL ASSETS** | | | |
| Cash and cash equivalents | *(Note 2)* | **$ 19,375,772** | $ 17,817,480 |
| Taxes receivable | *(Note 3)* | **789,929** | 532,810 |
| Trade and other receivables | *(Note 4)* | **2,340,117** | 3,097,698 |
| Investments | *(Note 5)* | **18,678,470** | 17,643,421 |
| Land held for resale | | **651,000** | 651,000 |
| | | **41,835,288** | 39,742,409 |
| **LIABILITIES** | | | |
| Accounts payable and accrued liabilities | *(Note 7)* | **4,546,518** | 3,473,600 |
| Employee benefit obligations | *(Note 8)* | **509,841** | 464,632 |
| Deposit liabilities | | **477,239** | 415,650 |
| Deferred revenue | *(Note 9)* | **6,324,816** | 8,037,727 |
| Liability for contaminated site | *(Note 10)* | **-** | 546,938 |
| Long term debt | *(Note 11)* | **17,705,125** | 18,128,829 |
| Asset retirement obligations | *(Note 13)* | **18,299** | 21,446 |
| | | **29,581,838** | 31,088,822 |
| **NET FINANCIAL ASSETS** | | **12,253,450** | 8,653,587 |
| **NON-FINANCIAL ASSETS** | | | |
| Tangible capital assets | *(Schedule 6)* | **191,589,026** | 186,032,593 |
| Prepaid expenses | | **102,463** | 125,758 |
| Inventory for consumption | | **213,270** | 254,143 |
| | | **191,904,759** | 186,412,494 |
| **ACCUMULATED SURPLUS** | | **$204,158,209** | $ 195,066,081 |
| **Accumulated Surplus consists of:** | | | |
| Accumulated surplus from operations | *(Schedule 1, Note 14)* | **$203,897,988** | $ 194,831,655 |
| Accumulated remeasurement gains | | **260,221** | 234,426 |
| | | **$204,158,209** | $ 195,066,081 |

**CONTINGENCIES** *(Note 18)*

**CONTRACTUAL OBLIGATIONS** *(Note 19)*

**ON BEHALF OF COUNCIL:**

_____ Mayor

_____ Councillor

The accompanying notes are an integral part of the consolidated financial statements.



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**TOWN OF BLACKFALDS**

**Consolidated Statement of Operations and Accumulated Surplus**

**For The Year Ended December 31, 2025**

| | | 2025 (Budget) (Note 22) | **2025 (Actual)** | 2024 (Actual) |
|---|---|---|---|---|
| **REVENUE** | | | | |
| Net municipal property tax | *(Schedule 2)* | $ 14,105,323 | **$ 14,148,409** | $ 13,090,370 |
| Sales and user charges | | 11,545,297 | **10,754,930** | 10,044,652 |
| Franchise and concession contracts | *(Note 16)* | 2,090,067 | **2,197,670** | 2,169,736 |
| Return on investments | | 396,032 | **1,335,403** | 1,242,477 |
| Government transfers for operating | *(Schedule 3)* | 1,263,622 | **1,311,195** | 1,202,284 |
| Rentals | | 662,032 | **736,663** | 965,592 |
| Licenses and permits | | 396,705 | **707,428** | 741,156 |
| Penalties on taxes | | 172,200 | **206,609** | 185,450 |
| Fines | | 170,000 | **169,240** | 202,296 |
| Other | | 9,000 | **120,411** | 101,724 |
| | | 30,810,278 | **31,687,958** | 29,945,737 |
| **EXPENSES** | | | | |
| Recreation and parks | | 7,116,577 | **8,937,253** | 8,922,538 |
| Transportation | | 2,646,048 | **5,587,664** | 5,604,488 |
| Protective services | | 4,039,664 | **4,092,854** | 3,643,959 |
| Water supply and distribution | | 3,567,263 | **3,667,942** | 3,256,519 |
| Administration | | 3,616,582 | **3,254,781** | 3,203,059 |
| Wastewater treatment and disposal | | 2,696,032 | **2,559,586** | 2,278,997 |
| Waste management | | 1,696,838 | **1,321,488** | 1,552,374 |
| Planning and development | | 960,634 | **1,073,416** | 935,141 |
| Family and community services | | 594,976 | **507,546** | 468,194 |
| Legislative | | 491,016 | **405,546** | 391,309 |
| | | 27,425,630 | **31,408,076** | 30,256,578 |
| **ANNUAL SURPLUS BEFORE OTHER INCOME** | | 3,384,648 | **279,882** | (310,841) |
| **OTHER INCOME** | | | | |
| Government transfers for capital | *(Schedule 3)* | - | **6,274,720** | 5,311,260 |
| Development levies | *(Note 9)* | - | **1,645,110** | 38,298 |
| Contributed assets | *(Schedule 6)* | - | **437,000** | - |
| Recovery on contaminated site remediation | *(Note 10)* | - | **374,175** | - |
| Gain on sale of tangible capital assets | | - | **55,446** | 225,428 |
| Loss disposal of land held for resale | | - | **-** | (467,460) |
| | | - | **8,786,451** | 5,107,526 |
| **ANNUAL SURPLUS** | | $ 3,384,648 | **$ 9,066,333** | $ 4,796,685 |
| **ACCUMULATED SURPLUS, BEGINNING OF YEAR** | | 194,831,655 | **194,831,655** | 190,034,970 |
| **ACCUMULATED SURPLUS, END OF YEAR** | *(Schedule 1)* | $198,216,303 | **$203,897,988** | $194,831,655 |

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**TOWN OF BLACKFALDS**

**Consolidated Statement of Change in Net Financial Assets**

**For The Year Ended December 31, 2025**

| | 2025 (Budget) (Note 22) | **2025 (Actual)** | 2024 (Actual) |
|---|---|---|---|
| **ANNUAL SURPLUS** | $ 3,384,648 | **$ 9,066,333** | $ 4,796,685 |
| Acquisition of tangible capital asset | - | **(11,584,305)** | (8,323,720) |
| Contributed tangible capital asset | - | **(437,000)** | - |
| Proceeds on disposal of tangible capital assets | - | **103,365** | 1,471,516 |
| Amortization of tangible capital assets | - | **6,412,921** | 6,482,067 |
| Remeasurement of asset retirement obligation | - | **4,032** | - |
| Gain on disposal of tangible capital assets | - | **(55,446)** | (225,428) |
| | - | **(5,556,433)** | (595,565) |
| Change in accumulated remeasurement gains (losses) | - | **25,795** | 237,439 |
| Net change in prepaid expenses | - | **23,295** | 9,801 |
| Net change in inventory for consumption | - | **40,873** | 33,552 |
| | - | **89,963** | 280,792 |
| **CHANGE IN NET FINANCIAL ASSETS** | 3,384,648 | **3,599,863** | 4,481,912 |
| **NET FINANCIAL ASSETS, BEGINNING OF YEAR** | 8,653,587 | **8,653,587** | 4,171,675 |
| **NET FINANCIAL ASSETS, END OF YEAR** | $ 12,038,235 | **$ 12,253,450** | $ 8,653,587 |

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**TOWN OF BLACKFALDS**
**Consolidated Statement of Remeasurement Gains and Losses**
**For The Year Ended December 31, 2025**

| | **2025** | 2024 |
|---|---|---|
| **ACCUMULATED REMEASUREMENT GAINS (LOSSES), BEGINNING OF YEAR** | **$ 234,426** | $ (3,013) |
| Amounts reclassified to statement of operations: | | |
| Investments designated at fair value | **(234,426)** | (41,204) |
| Unrealized gain attributable to: | | |
| Investments designated at fair value | **260,221** | 278,643 |
| **NET CHANGE FOR THE YEAR** | **25,795** | 237,439 |
| **ACCUMULATED REMEASUREMENT GAINS, END OF YEAR** | **$ 260,221** | $ 234,426 |

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**TOWN OF BLACKFALDS**
**Consolidated Statement of Cash Flows**
**For The Year Ended December 31, 2025**

| | | 2025 | 2024 |
|---|---|---|---|
| **OPERATING ACTIVITIES** | | | |
| Annual surplus | | **$ 9,066,333** | $ 4,796,685 |
| Non-cash items included in annual surplus: | | | |
| Gain on disposal of tangible capital assets | | **(55,446)** | (225,428) |
| Amortization of tangible capital assets | | **6,412,921** | 6,482,067 |
| Contributed tangible capital assets | | **(437,000)** | - |
| Accretion of asset retirement obligation | | **885** | 1,021 |
| Amortization of bond premium | | **(5,519)** | (17,502) |
| Changes in non-cash working capital balances: | | | |
| Taxes receivable | | **(257,119)** | (37,578) |
| Trade and other receivables | | **757,581** | 1,022,681 |
| Land held for resale | | **-** | 415,181 |
| Prepaid expenses | | **23,295** | 9,801 |
| Inventory for consumption | | **40,873** | 33,552 |
| Accounts payable and accrued liabilities | | **1,072,918** | 1,720,651 |
| Employee benefit obligations | | **45,209** | 39,818 |
| Deposit liabilities | | **61,589** | 5,000 |
| Deferred revenue | | **(1,712,911)** | (1,623,510) |
| Liability for contaminated site | | **(546,938)** | - |
| | | **14,466,671** | 12,622,439 |
| **CAPITAL ACTIVITIES** | | | |
| Purchase of tangible capital assets | | **(11,584,305)** | (8,323,720) |
| Proceeds on disposal of tangible capital assets | | **103,365** | 1,471,516 |
| Remeasurement of asset retirement obligation | | **4,032** | - |
| | | **(11,476,908)** | (6,852,204) |
| **INVESTING ACTIVITIES** | | | |
| Proceeds from sale of investments | | **12,599,944** | 6,259,798 |
| Purchase of investments | | **(13,607,711)** | (7,905,130) |
| | | **(1,007,767)** | (1,645,332) |
| **FINANCING ACTIVITIES** | | | |
| Long-term debt issued | | **253,339** | - |
| Long-term debt repayments | | **(677,043)** | (637,863) |
| | | **(423,704)** | (637,863) |
| **INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS** | | **1,558,292** | 3,487,040 |
| **CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR** | | **17,817,480** | 14,330,440 |
| **CASH AND CASH EQUIVALENTS, END OF YEAR** | ***(Note 2)*** | **$ 19,375,772** | $ 17,817,480 |

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**TOWN OF BLACKFALDS** **SCHEDULE 1**

**Schedule of Changes in Accumulated Surplus**

**For The Year Ended December 31, 2025**

| | Unrestricted | Restricted Surplus | Equity in Tangible Capital Assets | **2025** | 2024 |
|---|---|---|---|---|---|
| **BALANCE, BEGINNING OF YEAR,** | 6,749,653 | 20,199,684 | 167,882,318 | **194,831,655** | 190,034,970 |
| Annual surplus | 9,066,333 | - | - | **9,066,333** | 4,796,685 |
| Purchase of tangible capital assets | (11,584,305) | - | 11,584,305 | **-** | - |
| Contributed tangible capital assets | (437,000) | - | 437,000 | **-** | - |
| Disposal of tangible capital assets | 47,919 | - | (47,919) | **-** | - |
| Annual amortization expense | 6,412,921 | - | (6,412,921) | **-** | - |
| Accretion of asset retirement obligation | 885 | - | (885) | **-** | - |
| Unrestricted funds designated for future use | (7,288,119) | 7,288,119 | - | **-** | - |
| Restricted funds utilized | 3,747,367 | (3,747,367) | - | **-** | - |
| Long-term debt issued | 253,339 | - | (253,339) | **-** | - |
| Long-term debt repaid | (677,043) | - | 677,043 | **-** | - |
| **BALANCE, END OF YEAR** | $ 6,291,950 | $ 23,740,436 | $173,865,602 | **$203,897,988** | $194,831,655 |

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The accompanying notes are an integral part of the consolidated financial statements.

**TOWN OF BLACKFALDS** **SCHEDULE 2**

**Schedule of Property Taxes Levied**

**For The Year Ended December 31, 2025**

| | 2025 (Budget) (Note 22) | **2025 (Actual)** | 2024 (Actual) |
|---|---|---|---|
| **TAXATION** | | | |
| Real property taxes levied | $ 13,570,323 | **$ 13,622,869** | $ 12,591,416 |
| Alberta School Foundation Fund | 4,419,184 | **4,439,056** | 3,883,855 |
| Lacombe seniors foundation | 116,287 | **116,701** | 103,629 |
| Designated industrial property | 1,257 | **1,257** | 1,277 |
| Joint economic area | 535,000 | **525,123** | 498,705 |
| | 18,642,051 | **18,705,006** | 17,078,882 |
| **REQUISITIONS** | | | |
| Requisition - ASFF | 4,419,184 | **4,439,056** | 3,883,855 |
| Requisition - Seniors foundation | 116,287 | **116,287** | 103,360 |
| Requisition - DIP | 1,257 | **1,254** | 1,297 |
| | 4,536,728 | **4,556,597** | 3,988,512 |
| **NET MUNICIPAL PROPERTY TAXES** | $ 14,105,323 | **$ 14,148,409** | $ 13,090,370 |

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**TOWN OF BLACKFALDS** **SCHEDULE 3**

**Schedule of Government Transfers**

**For The Year Ended December 31, 2025**

| | 2025 (Budget) (Note 22) | **2025 (Actual)** | 2024 (Actual) |
|---|---|---|---|
| **TRANSFERS FOR OPERATING** | | | |
| Federal operating grants | $ 299,120 | **$ 283,760** | $ 305,600 |
| Local governments | 573,128 | **634,061** | 499,086 |
| Provincial operating grants | 391,374 | **393,374** | 397,598 |
| | 1,263,622 | **1,311,195** | 1,202,284 |
| **TRANSFERS FOR CAPITAL** | | | |
| Federal capital grants | - | **-** | 1,188,376 |
| Provincial capital grants | - | **4,972,044** | 2,845,854 |
| Local capital grants | - | **1,302,676** | 1,277,030 |
| | - | **6,274,720** | 5,311,260 |
| **TOTAL GOVERNMENT TRANSFERS** | $ 1,263,622 | **$ 7,585,915** | $ 6,513,544 |

DRAFT

**TOWN OF BLACKFALDS** **SCHEDULE 4**

**Schedule of Segmented Disclosure**

**For The Year Ended December 31, 2025**

| | Protective Services | Transportation Services | Water and Wastewater | Waste Management | Planning and Development | Recreation and Parks | Public Health and Welfare | General Government | 2025 |
|---|---|---|---|---|---|---|---|---|---|
| **REVENUE** | | | | | | | | | |
| Net municipal property taxes | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 14,148,409 | **$ 14,148,409** |
| Sales and user charges | 257,760 | 48,393 | 7,192,647 | 1,788,848 | 27,234 | 1,328,157 | 52,942 | 58,949 | **10,754,930** |
| Franchise and concession contracts | - | - | - | - | - | - | - | 2,197,670 | **2,197,670** |
| Investment income | - | - | - | - | - | - | - | 1,335,403 | **1,335,403** |
| Government transfers for operating | 377,553 | - | - | - | - | 531,637 | 249,247 | 152,758 | **1,311,195** |
| Rentals | 220,608 | - | - | - | - | 508,575 | - | 7,480 | **736,663** |
| Fines, licenses and permits | 205,117 | - | - | - | 605,348 | - | - | 66,203 | **876,668** |
| Other revenues | 450 | 14,549 | 73,793 | - | 69,000 | 28,571 | - | 140,657 | **327,020** |
| | 1,061,488 | 62,942 | 7,266,440 | 1,788,848 | 701,582 | 2,396,940 | 302,189 | 18,107,529 | **31,687,958** |
| **EXPENSES** | | | | | | | | | |
| Salaries, wages and benefits | 1,646,004 | 839,565 | 668,708 | 203,330 | 611,456 | 4,180,666 | 383,754 | 2,528,864 | **11,062,347** |
| Contracted and general services | 1,898,740 | 914,319 | 4,122,295 | 1,088,877 | 391,114 | 990,143 | 27,508 | 674,540 | **10,107,536** |
| Amortization | 291,522 | 3,030,585 | 1,038,651 | 11,270 | 39,326 | 1,868,936 | 2,561 | 130,069 | **6,412,920** |
| Materials, goods, and utilities | 236,828 | 784,239 | 397,874 | 18,011 | 18,900 | 1,249,058 | 69,948 | 229,673 | **3,004,531** |
| Interest on long-term debt | - | 17,371 | - | - | - | 483,254 | - | - | **500,625** |
| Other expenses | 8,345 | 1,585 | - | - | 5,370 | 141,168 | - | 65,638 | **222,106** |
| Transfers to individuals and organizations | 11,415 | - | - | - | 7,250 | 23,143 | 23,775 | 31,543 | **97,126** |
| Accretion | - | - | - | - | - | 885 | - | - | **885** |
| | 4,092,854 | 5,587,664 | 6,227,528 | 1,321,488 | 1,073,416 | 8,937,253 | 507,546 | 3,660,327 | **31,408,076** |
| **ANNUAL SURPLUS (DEFICIT) BEFORE OTHER INCOME** | (3,031,366) | (5,524,722) | 1,038,912 | 467,360 | (371,834) | (6,540,313) | (205,357) | 14,447,202 | **279,882** |
| **OTHER INCOME** | | | | | | | | | |
| Government transfers for capital | - | 1,653,372 | 4,518,228 | - | - | 103,120 | - | - | **6,274,720** |
| Development levies | - | 71,989 | 1,573,121 | - | - | - | - | - | **1,645,110** |
| Contributed assets | - | - | - | - | - | - | - | 437,000 | **437,000** |
| Recovery on contaminated site remediation | - | - | - | - | - | - | - | 374,175 | **374,175** |
| Gain on disposal of tangible capital assets | - | - | - | - | - | - | - | 55,446 | **55,446** |
| | - | 1,725,361 | 6,091,349 | - | - | 103,120 | - | 866,621 | **8,786,451** |
| **ANNUAL SURPLUS (DEFICIT)** | $ (3,031,366) | $ (3,799,361) | $ 7,130,261 | $ 467,360 | $ (371,834) | $ (6,437,193) | $ (205,357) | $ 15,313,823 | **$ 9,066,333** |

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**TOWN OF BLACKFALDS** **SCHEDULE 5**

**Schedule of Segmented Disclosure**

**For The Year Ended December 31, 2025**

| | Protective Services | Transportation Services | Water and Wastewater | Waste Management | Planning and Development | Recreation and Parks | Public Health and Welfare | General Government | **2024** |
|---|---|---|---|---|---|---|---|---|---|
| **REVENUE** | | | | | | | | | |
| Net municipal property taxes | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 13,090,370 | **$ 13,090,370** |
| Sales and user charges | 137,007 | 50,730 | 6,621,084 | 1,725,838 | 144,372 | 1,282,892 | 51,685 | 31,044 | **10,044,652** |
| Franchise and concession contracts | - | - | - | - | - | - | - | 2,169,736 | **2,169,736** |
| Investment income | - | - | - | - | - | - | - | 1,242,477 | **1,242,477** |
| Government transfers for operating | 336,239 | 2,211 | - | - | - | 461,065 | 250,011 | 152,758 | **1,202,284** |
| Rentals | 450,841 | - | - | - | - | 506,046 | - | 8,705 | **965,592** |
| Fines, licenses and permits | 234,675 | - | - | - | 624,496 | - | - | 84,281 | **943,452** |
| Other revenues | 973 | 40,068 | 76,103 | - | 27,119 | 28,571 | - | 114,340 | **287,174** |
| | 1,159,735 | 93,009 | 6,697,187 | 1,725,838 | 795,987 | 2,278,574 | 301,696 | 16,893,711 | **29,945,737** |
| **EXPENSES** | | | | | | | | | |
| Salaries, wages and benefits | 1,407,938 | 849,963 | 600,750 | 193,085 | 548,145 | 4,079,181 | 349,630 | 2,437,646 | **10,466,338** |
| Contracted and general service | 1,607,224 | 901,802 | 3,612,067 | 1,311,279 | 317,242 | 840,516 | 28,243 | 693,697 | **9,312,070** |
| Amortization | 300,400 | 3,018,358 | 1,037,016 | 6,351 | 39,326 | 1,923,239 | 383 | 156,994 | **6,482,067** |
| Materials, goods, and utilities | 302,915 | 818,092 | 285,683 | 41,659 | 15,848 | 1,422,556 | 65,913 | 208,245 | **3,160,911** |
| Interest on long-term debt | 5,023 | 15,039 | - | - | - | 490,233 | - | - | **510,295** |
| Other expenses | 9,444 | 1,234 | - | - | 8,055 | 140,888 | - | 65,385 | **225,006** |
| Transfers to individuals and organizations | 11,015 | - | - | - | 6,525 | 24,904 | 24,025 | 32,401 | **98,870** |
| Accretion | - | - | - | - | - | 1,021 | - | - | **1,021** |
| | 3,643,959 | 5,604,488 | 5,535,516 | 1,552,374 | 935,141 | 8,922,538 | 468,194 | 3,594,368 | **30,256,578** |
| **ANNUAL SURPLUS (DEFICIT) BEFORE OTHER INCOME** | (2,484,224) | (5,511,479) | 1,161,671 | 173,464 | (139,154) | (6,643,964) | (166,498) | 13,299,343 | **(310,841)** |
| **OTHER INCOME** | | | | | | | | | |
| Government transfers for capital | - | 3,399,231 | 1,408,285 | - | 49,825 | 445,754 | 8,165 | - | **5,311,260** |
| Gain on disposal of tangible capital assets | 204,991 | - | - | - | - | - | - | 20,437 | **225,428** |
| Development levies | - | 38,298 | - | - | - | - | - | - | **38,298** |
| Loss on land held for resale | - | - | - | - | - | - | - | (467,460) | **(467,460)** |
| | 204,991 | 3,437,529 | 1,408,285 | - | 49,825 | 445,754 | 8,165 | (447,023) | **5,107,526** |
| **ANNUAL SURPLUS (DEFICIT)** | $ (2,279,233) | $ (2,073,950) | $ 2,569,956 | $ 173,464 | $ (89,329) | $ (6,198,210) | $ (158,333) | $ 12,852,320 | **$ 4,796,685** |

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**TOWN OF BLACKFALDS** **SCHEDULE 6**

**Schedule of Tangible Capital Assets**

**For The Year Ended December 31, 2025**

| | Land | Land Improvements | Buildings | Engineered Structures | Machinery and Equipment | Vehicles | Work in Progress[1] | **2025** | 2024 |
|---|---|---|---|---|---|---|---|---|---|
| **COST:** | | | | | | | | | |
| Balance, Beginning of Year | $ 5,735,965 | $ 11,620,967 | $ 75,808,096 | $ 155,214,478 | $ 10,929,316 | $ 4,762,566 | $ 7,690,584 | **$ 271,761,972** | $ 265,237,357 |
| Additions | - | 26,699 | 70,145 | 9,980 | 707,317 | 749,203 | 10,020,961 | **11,584,305** | 8,323,720 |
| Contributed assets | - | 32,000 | - | 405,000 | - | - | - | **437,000** | - |
| Disposals | - | - | - | - | (172,050) | (180,996) | - | **(353,046)** | (1,799,105) |
| Remeasurement of asset retirement obligation | - | - | (4,031) | - | - | - | - | **(4,031)** | - |
| Change in work in progress | - | 788,863 | - | 5,177,582 | - | - | (5,966,445) | **-** | - |
| Balance, End of Year | 5,735,965 | 12,468,529 | 75,874,210 | 160,807,040 | 11,464,583 | 5,330,773 | 11,745,100 | **283,426,200** | 271,761,972 |
| **ACCUMULATED AMORTIZATION:** | | | | | | | | | |
| Balance, Beginning of Year | - | 3,910,037 | 13,753,593 | 56,917,855 | 8,946,791 | 2,201,103 | - | **85,729,379** | 79,800,329 |
| Amortization | - | 404,340 | 1,712,350 | 3,548,719 | 461,027 | 286,485 | - | **6,412,921** | 6,482,067 |
| Disposals | - | - | - | - | (124,130) | (180,996) | - | **(305,126)** | (553,017) |
| Balance, End of Year | - | 4,314,377 | 15,465,943 | 60,466,574 | 9,283,688 | 2,306,592 | - | **91,837,174** | 85,729,379 |
| **2025 NET BOOK VALUE** | $ 5,735,965 | $ 8,154,152 | $ 60,408,267 | $ 100,340,466 | $ 2,180,895 | $ 3,024,181 | $ 11,745,100 | **$ 191,589,026** | $ - |
| **2024 NET BOOK VALUE** | $ 5,735,965 | $ 7,710,930 | $ 62,054,503 | $ 98,296,623 | $ 1,982,525 | $ 2,561,463 | $ 7,690,584 | **$ -** | $ 186,032,593 |
| [1]Construction in progress is comprised of | $ - | $ 1,378,747 | $ 524,991 | $ 9,841,362 | $ - | $ - | $ - | **$ 11,745,100** | $ - |

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## 1. SIGNIFICANT ACCOUNTING POLICIES

The consolidated financial statements of the Town of Blackfalds (the "Town") are the representations of management prepared in accordance with Canadian public sector accounting standards. Significant aspects of the accounting policies adopted by the Town are as follows:

### (a) Reporting Entity

The consolidated financial statements reflect the assets, liabilities, revenue, and expenses, changes in net financial position and cash flows of the reporting entity. This entity is comprised of the municipal operations plus all of the organizations that are owned or controlled by the Town and are, therefore, accountable to Council for the administration of their financial affairs and resources. Included with the municipality are the following:

Family and Community Support Services
Blackfalds Public Library

The schedule of taxes levied also includes requisitions for education, health, social, and other external organizations that are not part of the municipal reporting entity.

The consolidated statements exclude trust assets that are administered by the Town for the benefit of external parties. Interdepartmental and organizational transactions and balances are eliminated.

### (b) Basis of Accounting

The consolidated financial statements are prepared using the accrual basis of accounting. The accrual basis of accounting records revenue as it is earned and measurable. Expenses are recognized as they are incurred and measurable based upon receipt of goods or services and/or the legal obligation to pay.

Funds from external parties and earnings thereon restricted by agreement or legislation are accounted for as deferred revenue until used for the purpose specified.

Government transfers, contributions and other amounts are received from third parties pursuant to legislation, regulation or agreement and may only be used for certain programs, in the completion of specific work, or for the purchase of tangible capital assets. In addition, certain user charges and fees are collected for which the related services have yet to be performed or goods have yet to be provided.

Revenue is recognized in the period when the related expenses are incurred, services performed/goods provided, or the tangible capital assets are acquired.

### (c) Tax Revenue

Property tax revenue is based on assessments determined in accordance with the *Municipal Government Act.* Tax rates are established annually. Taxation revenues are recorded at the time tax billings are issued. Assessments are subject to appeal.

Construction and borrowing costs associated with local improvement projects are recovered through annual special property assessments during the period of the related borrowing. These levies are collectible from property owners for work performed by the Town. Under the accrual basis of accounting, revenues to be received from local improvement assessments are recognized in full in the period the local improvement project costs are incurred and the passing of the related imposition by-law.

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## 1. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

### (d) Requisition Over-Levies and Under-Levies

Requisition over-levies and under-levies arise from the difference between the actual property tax levy made to cover each requisition and the actual amount requisitioned.

If the actual levy exceeds the requisition, the over-levy is accrued as a liability and property tax revenue is reduced. Where the actual levy is less than the requisition amount, the under-levy is accrued as a receivable and as property tax revenue.

Requisition tax rates in the subsequent year are adjusted for any over-levies or under-levies of the prior year.

### (e) Government Transfers

Government transfers are the transfer of assets from senior levels of government that are not the result of an exchange transaction, are not expected to be repaid in the future, or the result of a direct financial return.

Government transfers are recognized in the consolidated financial statements as revenue in the period in which events giving rise to the transfer occur, providing the transfers are authorized, any eligibility criteria have been met except to the extent that transfer stipulations give rise to an obligation that meets the definition of a liability. Transfers are recognized as deferred revenue when stipulations give rise to a liability. Transfer revenue is recognized in the statement of operations as the stipulation liabilities are settled.

### (f) Pension Expense

Contributions for current and past service pension benefits are recorded as expenses in the year in which they become due.

### (g) Valuation of Financial Instruments

The Town's financial assets and liabilities are measured as follows:

| Financial Statement Component | Measurement |
|---|---|
| Cash and cash equivalents | Cost |
| Accounts receivable | Lower of cost and net recoverable value |
| Investments | Fair value and amortized cost |
| Land held for resale | Lower of cost and net realizable value |
| Accounts payable and accrued liabilities | Cost |
| Long-term debt | Amortized cost |
| Contaminated sites | Cost |
| Asset retirement obligations | Amortized cost |
| Inventories for consumption | Lower of cost and replacement cost |

Unrealized gains and losses from changes in the fair value of financial instruments are recognized in the consolidated statement of remeasurement gains and losses. Upon settlement, the cumulative gains or losses are reclassified from the consolidated statement of remeasurement gains and losses and recognized in the consolidated statement of operations and accumulated surplus. Interest and dividends attributable to financial instruments are reported in the consolidated statement of operations and accumulated surplus. When the restricted nature of a financial instrument and any related changes in fair value create a liability, unrealized gains and losses are recognized as deferred revenue.

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## 1. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

### (g) Valuation of Financial Instruments (Continued)

All financial assets are tested annually for impairment. When financial assets are impaired, impairment losses are recorded in the consolidated statement of operations and accumulated surplus. A write-down of an investment to reflect a loss in value that is other than temporary is not reversed for a subsequent increase in value.

For financial assets and liabilities measured using amortized cost, the effective interest method is used to determine interest revenue or expense.

Transaction costs are a component of cost for financial instruments measured using cost or amortized cost. Transaction costs are expensed for financial instruments measured at fair value.

Management evaluates contractual obligations for the existence of embedded derivatives and elects to either designate the entire contract for fair value measurement or separately measure the value of the derivative component when characteristics of the derivative are not closely related to the economic characteristics and risks of the contract itself.

Contracts to buy or sell non-financial items for the Town's normal purchase, sale or usage requirements are not recognized as financial assets or liabilities.

For financial instruments in the fair value measurement category, financial instruments are classified as level 1, 2, or 3 for the purposes of describing the basis of the inputs used to measure the fair value of the financial instrument, as described below:

- Level 1: Quoted prices (unadjusted) in active markets for identical assets or liabilities.
- Level 2: Market-based inputs other than quoted prices that are observable for the asset or liability either directly or indirectly.
- Level 3: Inputs for the asset or liability that are not based on observable market data; assumptions are based on the best internal and external information available and are most suitable and appropriate based on the type of financial instrument being valued in order to establish what the transaction price would have been on the measurement date in an arm's length transaction.

### (h) Cash and Cash Equivalents

Cash and cash equivalents include items that are readily convertible to known amounts of cash, are subject to an insignificant risk of change in value, and have a maturity of three months or less at acquisition.

### (i) Investments

Fixed income and other investments are measured at amortized cost. Where there has been a loss in value that is other than a temporary decline, the respective investments are written down to recognize the loss.

Investments measured at fair value consists of bonds with embedded derivatives and are measured at fair value based on quoted market rates. Unrealized differences between amortized cost and fair value are reported as remeasurement gains or losses in the statement of remeasurement gains and losses.

Investment earnings are recorded as revenue in the period earned.

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## 1. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

### (j) Land Held For Resale

Land held for resale is recorded at the lower of cost or net realizable value. Costs include cost for land acquisition and improvements required to prepare the land for servicing such as clearing, stripping and leveling charges. Related development costs incurred to provide infrastructure such as water and wastewater services, roads, sidewalks and street lighting are recorded as physical assets under their respective functions.

### (k) Contaminated Sites

Contaminated sites are a result of contamination being introduced into air, soil, water or sediment of a chemical, organic or radioactive material or live organism that exceeds an environmental standard. The liability is recorded net of any expected recoveries. A liability for remediation of a contaminated site is recognized when a site is not in productive use and is management's estimate of the cost of the post-remediation including operation, maintenance, and monitoring.

### (l) Asset Retirement Obligations

Asset retirement obligations are legal obligations associated with the retirement of tangible capital assets.
These may include, but are not limited to:

- Decommissioning or dismantling a tangible capital asset that was acquired, constructed or developed;
- Remediation of contamination of a tangible capital asset created by its normal use;
- Post-retirement activities such as monitoring; and
- Constructing other tangible capital assets to perform post-retirement activities.

Asset retirement obligations are initially measured at the later of the date of acquisition or legislative obligation. When a liability for an asset retirement obligation is recognized, the asset retirement costs are added to the carrying amount of the related tangible capital asset in productive use and are amortized over the estimated useful life of the related tangible capital asset. Asset retirement costs related to unrecognized tangible capital assets or for tangible capital assets no longer in productive use are expensed in the consolidated statement of operations.

When the future retirement date is unknown, the asset retirement obligation is measured at the current estimated cost to settle or otherwise extinguish the liability. When the future retirement date is known, a present value technique is used to measure the liability. Subsequent to the initial measurement, the asset retirement obligation is adjusted to reflect the passage of time and changes in the estimated future cash flows underlying the obligation and is recognized as an accretion expense in the consolidated statement of operations.

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## 1. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

### (m) Non-Financial Assets

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the normal course of operations. The change in non-financial assets during the year, together with the excess of revenues over expenses, provides the change in net financial assets for the year.

*Tangible Capital Assets*

Tangible capital assets are recorded at cost which includes all amounts that are directly attributable to the acquisition, construction, development or betterment of the asset. Contributed assets are capitalized and are recorded at their estimated fair value upon acquisition and are also recorded as revenue. Construction in progress represents assets which are not available for productive use and therefore are not subject to amortization.

The cost, less residual value, of tangible capital assets is amortized on a straight-line basis over the estimated useful life as follows:

| Asset | Years |
|---|---|
| Land improvements | 2 - 5 |
| Buildings | 10 - 50 |
| Engineered structures | |
| Water system | 45 - 75 |
| Wastewater system | 45 - 75 |
| Other engineered structures | 15 - 60 |
| Machinery and equipment | 3 - 38 |
| Vehicles | 3 - 25 |

*Cultural and Historical Tangible Capital Assets*

Historical artifacts owned by the Town are not recorded in tangible capital assets, but are disclosed.

*Leases*

Leases are classified as capital or operating leases. Leases that transfer substantially all benefits and risks to the Town incidental to ownership of property are accounted for as capital leases. Assets under a capital lease are included within the respective tangible capital asset classification. All other leases are accounted for as operating leases and the related lease payments are charged as incurred.

*Inventory for consumption*

Inventory held for consumption is valued at the lower of cost or replacement cost.

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*(Continues)*

## 1. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

### (n) Use of Estimates

The preparation of consolidated financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenue and expenditures during the period. Where management uncertainty exists, the consolidated financial statements have been prepared within reasonable limits of materiality. Actual results could differ from those estimates.

Accounts receivable are stated after evaluation as to their collectibility and an appropriate allowance for doubtful accounts is provided where considered necessary. The amounts recorded for valuation of tangible capital assets, the useful lives and related amortization of tangible capital assets, future cash flows associated with asset retirement obligations, contaminated sites, and contingent liabilities are areas where management makes significant estimates and assumptions in determining the amounts to be recorded in the consolidated financial statements.

### (o) Future Accounting Standard Pronouncements

The following summarizes upcoming changes to *Public Sector Accounting Standards*. The Town will continue to assess the impact and prepare for the adoption of these standards.

*i) Financial Statement Presentations*

PS 1202, Financial Statement Presentation, sets out general and specific requirements for the presentation of information in general purpose financial statements. The financial statement principles are based on the concepts in the Conceptual Framework for Financial Reporting in the Public Sector. This standard is applicable to fiscal years beginning on or after April 1, 2026.

*ii) The Conceptual Framework for Financial Reporting*

The PSAB's framework replaces the conceptual aspects of PS 1000, Financial Statement Concepts, and PS 1100, Financial Statement Objectives. This standard is applicable to fiscal years beginning on or after April 1, 2026.

*iii) Employee Benefits*

PS 3251, Employee Benefits, replaces the existing PS 3250, Retirement Benefits, and PS 3255, Post-employment Benefits, Compensated Absences. This standard is applicable to fiscal years beginning on or after April 1, 2029.

*iV) Amendments to Tangible Capital Assets*

This standard change amends the existing PS 3150, Tangible Capital Assets, to increase comparability and transparency between public sector entities. This standard is applicable to fiscal years beginning on or after April 1, 2030.

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## 2. CASH AND CASH EQUIVALENTS

| | **2025** | 2024 |
|---|---|---|
| Cash | **$ 13,913,882** | $ 7,578,157 |
| Cash equivalents | **5,461,890** | 10,239,323 |
| | **$ 19,375,772** | $ 17,817,480 |

Temporary investments are short-term deposits with original maturities of three months or less bearing interest at a variable rate of 2.95%.

## 3. TAXES AND GRANTS IN PLACE OF TAXES RECEIVABLES

| | **2025** | 2024 |
|---|---|---|
| Taxes receivable | **$ 667,872** | $ 419,726 |
| Non-current taxes | **122,057** | 113,084 |
| | **$ 789,929** | $ 532,810 |

## 4. TRADE AND OTHER RECEIVABLES

| | **2025** | 2024 |
|---|---|---|
| Trade receivables | **$ 1,251,982** | $ 1,286,362 |
| Receivable from other governments | **656,672** | 1,316,846 |
| Goods and Services Tax recoverable | **260,256** | 228,963 |
| Accrued interest | **168,094** | 112,262 |
| Under levy receivables | **3,113** | 1,130 |
| Other accrued receivables | **-** | 152,135 |
| | **$ 2,340,117** | $ 3,097,698 |

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## 5. INVESTMENTS

| | 2025 | 2024 |
|---|---|---|
| Investments - amortized cost | **$ 7,787,249** | $ 9,034,895 |
| Investments - fair valued | **10,891,221** | 8,608,526 |
| | **$ 18,678,470** | $ 17,643,421 |

The composition of portfolio investments measured at amortized cost is as follows:

| | 2025 | | 2024 | |
|---|---|---|---|---|
| | **Carrying value** | **Market value** | Carrying value | Market value |
| Fixed income securities | **$ 7,469,840** | **$ 7,514,625** | $ 8,733,232 | $ 8,691,965 |
| Servus Credit Union shares | **317,409** | **317,409** | 301,663 | 301,663 |
| | **$ 7,787,249** | **$ 7,832,034** | $ 9,034,895 | $ 8,993,628 |

The fixed income securities have effective interest rates ranging from 1.77% to 5.67% per annum (2024 - 1.67% to 3.93%), maturing between June 2025 and February 2035 (2024 - July 2024 and January 2028).

The composition of portfolio investments measured at fair value is as follows:

| | 2025 | | | |
|---|---|---|---|---|
| | **Level 1** | **Level 2** | **Level 3** | **Total** |
| **Interest bearing securities** | | | | |
| Principal protected notes | **$ -** | **$ 10,891,221** | **$ -** | **$ 10,891,221** |

| | 2024 | | | |
|---|---|---|---|---|
| | **Level 1** | **Level 2** | **Level 3** | **Total** |
| **Interest bearing securities** | | | | |
| Principal protected notes | $ - | $ 8,608,526 | **$ -** | $ 8,608,526 |

The fair value measurements are those derived from:

**Level 1** - Quoted prices in active markets for identical assets.

**Level 2** - Fair value measurements are those derived from inputs other than quoted prices included within Level 1 that are observable for the assets, either directly (i.e. as prices) or indirectly (i.e. derived from prices).

**Level 3** - Fair value measurements are those derived from valuation techniques that include inputs for the assets that are not based on observable market data (i.e. unobservable inputs).

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## 6. CREDIT FACILITY

The Town has a revolving demand credit facility of $1,000,000. The credit facility bears interest at the bank's prime rate minus 0.25% (effective rate of 4.20%). As at December 31, 2025 there was no amount drawn under this facility (2024 - $NIL). The credit facility is secured under the general security agreement.

The Town has a credit card with a credit limit of $125,000. The credit facility does not bear interest as payments are withdrawn from the Town's bank accounts the first of each month. There was no amount drawn under this facility (2024 - $NIL). This facility is unsecured.

## 7. ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

| | **2025** | 2024 |
|---|---|---|
| Accounts payable and accrued liabilities | **$ 2,687,033** | $ 2,372,187 |
| Payable to other governments | **1,014,555** | 407,109 |
| Holdbacks payable | **775,587** | 636,007 |
| Lacombe emergency management partnership *(Note 17)* | **48,916** | 37,870 |
| Interest on long-term debt | **20,427** | 20,427 |
| | **$ 4,546,518** | $ 3,473,600 |

## 8. EMPLOYEE BENEFITS OBLIGATION

| | **2025** | 2024 |
|---|---|---|
| Accrued vacation payable | **$ 440,521** | $ 408,596 |
| Accrued sick leave benefit | **67,778** | 56,036 |
| Overtime payable | **1,542** | - |
| | **$ 509,841** | $ 464,632 |

The obligation is comprised of vacation, overtime, and sick time that employees have earned or are entitled to within the next budgetary year.

Vacation and overtime are governed by various employment agreements and Alberta Labour Standards. Overtime can be banked or paid out. Certain employees are allowed to bank up to 40 hours of overtime a year.

Sick time is accrued at a rate of one day per month to a maximum of 480 hours. The accrual is reduced when sick time is taken by the employee. Employees are only allowed to accrue up to 12 days per year to use as sick time and the accrual does not vest with the employee.

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## 9. DEFERRED REVENUE

Deferred revenue is comprised of the following amounts, which have been received from various third parties and are restricted to the eligible operating and capital projects as approved in the funding agreements for a specified purpose. These amounts are recognized as revenue in the period in which the related expenditures are incurred.

| | 2024 | Contributions received or receivable | Revenue Recognized | **2025** |
|---|---|---|---|---|
| Development Levies | $ 5,935,535 | $ 570,232 | $ (1,645,110) | **$ 4,860,657** |
| Local Growth and Sustainability Grant | - | 2,096,217 | (1,405,923) | **690,294** |
| Other | 335,422 | 384,945 | (306,863) | **413,504** |
| Canada Community Building Fund | 1,537,546 | 777,509 | (2,036,244) | **278,811** |
| Local Government Fiscal Framework | - | 1,533,423 | (1,468,446) | **64,977** |
| Other Federal/Provincial Grants | 15,034 | 532,065 | (530,526) | **16,573** |
| Municipal Sustainability Initiative | 214,190 | - | (214,190) | **-** |
| | 8,037,727 | 5,894,391 | (7,607,302) | **6,324,816** |

## 10. CONTAMINATED SITE

| | **2025** | 2024 |
|---|---|---|
| Balance, Beginning of Year | **$ 546,938** | $ 546,938 |
| Remediation | **(172,763)** | - |
| Expense recovery | **(374,175)** | - |
| Balance, End of Year | **$ -** | $ 546,938 |

The Town had previously accepted responsibility to remediate salt contamination from a former Town site. The initial liability estimated was based on environmental site assessments.

The Town has performed the required remediation work in the fiscal year ended December 31, 2025. Costs incurred by the Town to perform the remediation were less than the original site assessments which has resulted in an expense recovery being recorded in the consolidated statement of operations.

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## 11. LONG-TERM DEBT

| | 2025 | 2024 |
|---|---|---|
| Debenture debt | **$ 17,451,786** | $ 18,128,829 |
| Capital lease obligations | **253,339** | - |
| | **$ 17,705,125** | $ 18,128,829 |

Debenture debt is repayable to the Province of Alberta, bears interest at rates ranging from 2.29% to 3.14% per annum and matures in periods 2036 to 2045. Debenture debt is issued on credit and security of the Town at large.

Principal and interest repayments relating to debenture debt are due as follows:

| | Principal | Interest | Total |
|---|---|---|---|
| 2026 | $ 1,057,763 | $ 473,540 | $ 1,531,303 |
| 2027 | 1,088,484 | 442,820 | 1,531,304 |
| 2028 | 1,120,113 | 411,191 | 1,531,304 |
| 2029 | 1,152,677 | 378,626 | 1,531,303 |
| 2030 | 1,186,206 | 345,098 | 1,531,304 |
| Thereafter | 11,846,543 | 1,745,914 | 13,592,457 |
| | $ 17,451,786 | $ 3,797,189 | $ 21,248,975 |

Capital lease obligations are included in the long-term debt balances. The Town has entered into lease agreements to acquire vehicles which have been financed by a capital lease with Enterprise Fleet Management. The liability recorded under the capital leases represents the minimum lease payments payable net of imputed interest at average rates ranging from 2.66% to 3.47% per annum.

Principal and interest repayments relating to capital lease obligations are due as follows:

| | Principal | Interest | Total |
|---|---|---|---|
| 2026 | $ 45,890 | $ 14,030 | $ 59,920 |
| 2027 | 48,659 | 11,261 | 59,920 |
| 2028 | 51,653 | 8,267 | 59,920 |
| 2029 | 54,900 | 5,020 | 59,920 |
| 2030 | 52,237 | 1,541 | 53,778 |
| | $ 253,339 | $ 40,119 | $ 293,458 |

Interest on long-term debt amounted to $500,625 (2024 - $510,295). The Town's total cash payments for interest is $495,095 (2024 - $510,295).

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## 12. DEBT LIMITS

Section 276(2) of the *Municipal Government Act* requires that debt and debt limits, as defined by *Alberta Regulation 255/2000*, for the Municipality be disclosed as follows:

| | **2025** | 2024 |
|---|---|---|
| Total debt limit | **$ 47,531,937** | $ 44,918,606 |
| Total debt | **(17,705,125)** | (18,128,829) |
| Amount of debt limit unused | **$ 29,826,812** | $ 26,789,777 |
| Service on debt limit | **$ 7,921,990** | $ 7,486,434 |
| Service on debt | **(1,591,223)** | (1,172,138) |
| Amount of service on debt limit unused | **$ 6,330,767** | $ 6,314,296 |

The debt limit is calculated at 1.5 times revenue of the Town (as defined in *Alberta Regulation 255/2000*) and the debt service limit is calculated at 0.25 times such revenue. Incurring debt beyond these limits requires approval by the Minister of Municipal Affairs. These thresholds are guidelines used by Alberta Municipal Affairs to identify municipalities which could be at financial risk if further debt is acquired. The calculation taken alone does not represent the financial stability of the Town. Rather, the consolidated financial statements must be interpreted as a whole.

## 13. ASSET RETIREMENT OBLIGATION

The Town owns an Arena Ammonia Plant and the Town is legally required to perform activities for disposing of ammonia and decommissioning the plant when the asset is retired. The Town estimated asset retirement obligation using the undiscounted future cash flows expected to be incurred in the year 2061.

| | **2025** | 2024 |
|---|---|---|
| Balance, Beginning of Year | **$ 21,446** | $ 20,425 |
| Accretion expense | **885** | 1,021 |
| Remeasurement of asset retirement obligation | **(4,032)** | - |
| Balance, End of Year | **18,299** | 21,446 |

Asset retirement obligations have been measured using a present value technique. The present value calculated using estimated total undiscounted cash flows of $102,166 (2024 - $124,209), a discount rate of 5.08% (2024 - 5.00%), with retirement activities expected to be settled in 2061.

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## 14. ACCUMULATED SURPLUS

Accumulated surplus consists of restricted, unrestricted, accumulated remeasurement gain and loss, and equity in tangible capital assets amounts. Accumulated surplus is as follows:

| | | 2025 | 2024 |
|---|---|---|---|
| Unrestricted surplus | | **$ 6,291,950** | $ 6,749,653 |
| Equity in tangible capital assets | *(Note 15)* | **173,865,602** | 167,882,318 |
| | | **180,157,552** | 174,631,971 |
| Restricted surplus | | | |
| Equipment | | **11,148,298** | 8,238,905 |
| Water, Wastewater, and Solid Waste | | **9,984,631** | 6,494,673 |
| Protection services | | **1,900,531** | 929,153 |
| Inventory, Planning & Development, Information Systems | | **757,786** | 2,332,751 |
| Library | | **73,911** | 34,778 |
| F.C.S.S | | **6,000** | 14,900 |
| Streets | | **-** | 1,544,247 |
| Environment | | **-** | 75,000 |
| Cemetery | | **-** | 450 |
| Economic Development | | **-** | 8,000 |
| Parks and Recreation | | **(130,721)** | 526,827 |
| | | **23,740,436** | 20,199,684 |
| Accumulated surplus from operations | | **203,897,988** | 194,831,655 |
| Accumulated remeasurement gain (loss) | | **260,221** | 234,426 |
| | | **$204,158,209** | $195,066,081 |

## 15. EQUITY IN TANGIBLE CAPITAL ASSETS

| | | 2025 | 2024 |
|---|---|---|---|
| Tangible capital assets | (*Schedule 6*) | **$283,426,200** | $271,761,972 |
| Accumulated amortization | (*Schedule 6*) | **(91,837,174)** | (85,729,379) |
| Long-term debt | (*Note 11*) | **(17,705,125)** | (18,128,829) |
| Asset retirement obligation | (*Note 13*) | **(18,299)** | (21,446) |
| | | **$173,865,602** | $167,882,318 |

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## 16. FRANCHISE AND CONCESSION CONTRACTS

Disclosure of utility franchise agreement annual revenues as required by *Alberta Regulation 313/2000* is as follows:

| | **2025** | 2024 |
|---|---|---|
| Fortis Alberta | **$ 1,222,642** | $ 1,210,696 |
| ATCO Gas | **975,028** | 959,040 |
| | **$ 2,197,670** | $ 2,169,736 |

## 17. LACOMBE REGIONAL EMERGENCY MANAGEMENT PROGRAM

| | **2025** | 2024 |
|---|---|---|
| Funds held in trust | **$ 48,916** | $ 37,870 |

Lacombe regional emergency management program is a partnership between the Town of Blackfalds, Lacombe County, City of Lacombe, Town of Bentley, Town of Eckville, Village of Alix, Village of Clive, Summer Village of Birchcliff, Summer Village of Gull Lake, Summer Village of Half Moon Bay, and Summer Village of Sunbreaker Cove to develop a regional framework for emergency management within the region. The Town performs the bookkeeping services for this partnership and holds these funds in trust for the partnership.

## 18. CONTINGENCIES

The Town is a member of the North Red Deer Water Services Commission. Under the terms of membership, the Town is liable for its proportionate share of any claim losses in excess of the funds held by the exchange. Any liability incurred would be accounted for as a current transaction in the year the losses are determined.

The Town is a member of the Genesis Reciprocal Insurance Exchange and MUNIX. Under the terms of the membership, the Town of Blackfalds could become liable for its proportionate share of any claim losses in excess of the funds held by the exchange. Any liability incurred would be accounted for as a current transaction in the year the losses were determined.

From time to time, the Town may become involved in various legal disputes. It is not possible to estimate the outcome of these disputes; however, management believes that there will be no significant adverse effects on the financial position of the Town related to ongoing matters.

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## 19. CONTRACTUAL OBLIGATIONS

The Town has an agreement for waste management. As of January 2026 the rates are fixed at $7.34 (2024 - $12.33) per household per month, and $14.75 (2024 - $14.75) per service. These rates are increased annually by the Consumer Price Index as stated by Statistics Canada. The 2025 contract cost the Town $582,724 (2024 - $799,488).

The Town has an agreement with the North Red Deer Regional Wastewater Services Commission. As of January 2026 the agreement is fixed at a rate of $2.52 (2024 - $2.45) per cubic meter of water and $2.10 (2024 - $2.02) per cubic meter per wastewater. The 2025 contract cost the Town $1,688,486 (2024 - $1,527,433) for wastewater services and $2,237,487 (2024 - $1,955,968) for water services.

The Town has agreements to obtain electricity and natural gas services at variable rates. The total commitments are based on usage and therefore are not determinable.

The Town has an agreement with the Prairie Bus Lines Ltd. for transit services expiring on August 31, 2026 with an option to extend the agreement for a period of six months or one year. The Town owned vehicle cost per hour of service charged at $67.43 (2024 - $65.47) per hour and contractor owned vehicle cost per hour of service charged at $88.42 (2024 - $89.27) per hour. The 2025 contract cost the Town $251,510 (2024 - $241,665) .

## 20. LOCAL AUTHORITIES PENSION PLAN

Certain employees of the Town are eligible to be members of the Local Authorities Pension Plan (LAPP), a multi-employer pension plan which is covered by the Public Sector Pension Plans Act. The Plan serves about 317,000 people and over 453 employers. It is financed by employer and employee contributions and investment earnings of the LAPP Fund. The plan provides defined pension benefits to employees based on their length of service and rates of pay.

The Town is required to make current service contributions to the LAPP consisting of 8.45% (2024 - 8.45%) of pensionable earnings up to the year's maximum pensionable earnings ("YMPE") under the Canada Pension Plan ("CPP") and 11.65% (2024 - 11.65%) of the excess. Employees are required to make current service contributions of 7.45% (2024 -7.45%) of pensionable salary up to the YMPE and 10.65% (2024 -10.65%) of the excess. Contributions for current service are recorded as expenses in the year in which they become due.

Contributions for the year were:

| | **2025** | 2024 |
|---|---|---|
| Employer Contributions | **$ 639,472** | $ 580,400 |
| Employee Contributions | **565,868** | 518,500 |
| | **$ 1,205,340** | $ 1,098,900 |

At December 31, 2025, the LAPP disclosed an actuarial surplus of $19.56 billion (2024 - $15.06 billion).

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## 21. SEGMENTED INFORMATION

Segmented information has been identified based upon lines of service provided by the Town. Municipal services are provided by departments and their activities are reported by functional area in the body of the consolidated financial statements. Certain lines of service that have been separately disclosed in the segmented information, along with the services they provide, are as follows:

*(a) Protective Services*

Protective services is comprised of police, bylaw enforcement and fire protection. This service area is responsible for the overall safety of the public through various prevention and enforcement activities.

*(b) Transportation Services*

Transportation services is responsible for the delivery of municipal public works services related to the planning, development and maintenance of roadway systems, and the maintenance of street lighting.

*(c) Water and Wastewater Services*

Water and wastewater provides drinking water to the Town's citizens and collects wastewater. The Town contracts the cleaning of sewage to ensure the water system meets all provincial standards.

*(d) Waste Management*

Waste management provides solid waste disposal services to the Town's residents.

*(e) Planning and Development*

The planning department provides a number of services including town planning and enforcement of building and construction codes and review of all property development plans through its application process.

*(f) Recreation and Parks*

This service area maintains recreation infrastructure such as parks, arenas, aquatic centres and community centres as well as provides recreational programs and cultural programs at those locations.

*(g) Public Health and Welfare*

This service area provides and administers community support programs.

*(h) General Government*

This service area includes legislative and administrative support to all other service areas and also relates to the revenues and expenses that relate to the operations of the Town itself and cannot be directly attributed to a specific segment.

The accounting policies of the segments are the same as those described in the summary of significant accounting policies. In measuring and reporting segment revenue from transactions with other segments, inter-segment transfers have been eliminated. The revenues and expenses that are directly attributable to a particular segment are allocated to that segment. Taxation revenue has been allocated to general government except where specific tax revenues can be directly allocated to a service area.

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## 22. BUDGET

The budget figures presented in these consolidated financial statements are based on the budget approved by Council on November 26, 2024. The Town compiles a budget on a modified accrual basis while Public Sector Accounting Standards require a full accrual basis. The budget figures anticipated use of surpluses accumulated in previous years to fund current year operations and capital activities. The reconciliation below adjusts the annual surplus to align with the budget process. It should not be used as a replacement for the consolidated statement of operations and accumulated surplus. Users should note that this information may not be appropriate for their purposes.

| | 2025 (Budget) | **2025 (Actual)** | 2024 (Actual) |
|---|---|---|---|
| Annual surplus | 3,384,648 | **9,066,333** | 4,796,685 |
| Amortization expense | - | **6,412,921** | 6,482,067 |
| Accretion expense | - | **885** | 1,021 |
| Net transfers (to) from reserves | (2,707,604) | **(3,540,752)** | (1,682,480) |
| Acquisition of tangible capital assets | - | **(11,584,305)** | (8,323,720) |
| Loss (gain) on disposal of tangible capital assets | - | **-** | (467,460) |
| Contributed assets | - | **(437,000)** | - |
| Principal debt repayments | (677,044) | **(423,704)** | (637,863) |
| | (3,384,648) | **(9,571,955)** | (4,628,435) |
| Operating surplus (deficit) | $ - | **$ (505,622)** | $ 168,250 |

## 23. FINANCIAL RISK MANAGEMENT

The Town's financial instruments include cash and cash equivalents, taxes and grants in place of taxes, trade and other accounts receivable, investments, accounts payable and accrued liabilities, and long-term debt. It is management's opinion that the Town is not exposed to significant liquidity or market risks including, interest, currency, or other price risk arising from these financial instruments.

The Town is exposed to credit risk from its financial instruments. This note describes the Town's objectives, policies, and processes for managing those risks and the methods used to measure them. Further qualitative and quantitative information in respect of these risks is presented below and throughout these financial statements.

Credit risk

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge an obligation. The Town is exposed to credit risk through its cash, accounts receivable, taxes receivable, and investments.

The Town manages its credit risk by credit approval process and holding cash at regulated banks credit unions. The maximum exposure to credit risk at the financial statement date is the carrying value of its cash and accounts receivable. Based on this knowledge, credit risk of cash is assessed as low.

*(Continues)*



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## 23. FINANCIAL RISK MANAGEMENT (CONTINUED)

The Town manages exposure to credit risk for portfolio investments by ensuring adequate diversification and by maintaining its investments in multiple banks and are in compliance with Town Investment Regulations. As a result, the Town has reduced exposure to market or value risk. The maximum exposure to credit risk on portfolio investments is outlined in Note 5.

Credit risk arises from the possibility that taxpayers and entities to which the Town provides services may experience financial difficulty and be unable to fulfil their obligations. The large number of diversity of taxpayers and customers minimizes the credit risk. Management has established a provision for receivables and assesses it annually to address any new concerns that may arise

## 24. SALARY AND BENEFITS DISCLOSURE

Disclosure of salaries and benefits for elected municipal officials and the chief administrative officer as required by *Alberta Regulation 313/2000* is as follows:

| | Salary[1] | Benefits[2] | **2025** | 2024 |
|---|---|---|---|---|
| Mayor Hoover[4] | $ 62,955 | $ 9,554 | **$ 72,509** | $ 84,304 |
| Mayor Svab[5] | 44,837 | 9,665 | **54,502** | 35,586 |
| Councillor Sands | 35,842 | 8,477 | **44,319** | 39,576 |
| Councillor Dennis | 34,897 | 7,901 | **42,798** | 38,699 |
| Councillor Appel[4] | 29,373 | 7,183 | **36,556** | 42,225 |
| Councillor Coulter[4] | 28,488 | 3,564 | **32,052** | 36,247 |
| Councillor Twerdoclib | 8,970 | 1,474 | **10,444** | - |
| Councillor Hoyte | 8,160 | 1,918 | **10,078** | - |
| Councillor Brown | 7,935 | 1,401 | **9,336** | - |
| Councillor Hanson | 6,885 | 1,327 | **8,212** | - |
| Councillor Stendie | - | - | **-** | 6,727 |
| | 268,342 | 52,464 | **320,806** | 283,364 |
| Chief Administrative Officer | 217,807 | 36,952 | **254,759** | 292,362 |
| Designated Officer[3] | 67,549 | - | **67,549** | 60,000 |
| | 285,356 | 36,952 | **322,308** | 352,362 |

(1) Salary includes regular base pay, bonuses, lump sum payments, honoraria, and any other direct cash remuneration, including vacation and severance payments.

(2) Benefits include the employer's share of all employee benefits and contributions or payments including pension, health care, dental coverage, vision coverage, group life insurance, accidental disability and dismemberment insurance, long-term and short-term disability plans, professional membership dues, and tuition.

(3) Designated officers include the Town's third party assessor.

(4) Former elected members of Town council who received salaries and benefits in the year.

(5) Salary and benefits include pay received for duties performed as a Councillor prior to being elected as the Mayor in the fiscal year.

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## 25. APPROVAL OF THE CONSOLIDATED FINANCIAL STATEMENTS

Council and Management have approved these consolidated financial statements on April 28, 2026.

## 26. COMPARATIVE FIGURES

Certain comparative figures have been reclassified to conform with the current year's consolidated financial statement presentation.

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**MEETING DATE:** April 28, 2026

**PREPARED BY:** Darolee Bouteiller, Finance Manager

**PRESENTED BY:** Darolee Bouteiller, Finance Manager

**SUBJECT:** **2025 Audited Financial Statements**

## BACKGROUND

The annual financial statements for the Town of Blackfalds have now been audited as per the requirements of the *Municipal Government Act*.

**Annual Financial Statements and Auditor's Report**

**Annual financial statements**

**Section 276(1)** Each municipality must prepare annual financial statements of the Municipality for the immediately preceding year in accordance with

(a) Canadian generally accepted accounting principles for Municipal Governments, which are the standards approved by the Public Sector Accounting Board included in the CPA Canada Public Sector Accounting Handbook published by the Chartered Professional Accountants of Canada, as amended from time to time, and

(b) any modification of the principles or any supplementary accounting standards or principles established by the Minister by regulation.

**(2)** The municipality's financial statements must include

(a) the municipality's debt limit, and

(b) the amount of the municipality's debt as defined in the regulations under section 271.

**(3)** Each municipality must make its financial statements, or a summary of them, and the auditor's report of the financial statements available to the public in the manner the council considers appropriate by May 1 of the year following the year for which the financial statements have been prepared.

2000 cM-26.1 s276

The Town of Blackfalds audited financial statements for year ending 2025 along with the Financial Information Return (FIR) and the Statistical Information Return (SIR) are complete and will be submitted to Municipal Affairs prior to the deadline May 1, 2026.

## DISCUSSION

Annual financial statements are prepared each year following an audit process undertaken by chartered professional accountants secured through a contractual agreement with the Town of Blackfalds. The audit is an independent review of the organization's financial systems and processes and includes testing, site visits and interviews.

The Metrix Group Audit team together with the Town of Blackfalds Finance Manager and Financial Analyst established the audit timelines and processes to conduct the full audit. Metrix Group commenced the interim work in late 2025 to review and document internal processes, and preliminary testing of procedures.

The Audit team conducted the Audit remotely beginning March 9, 2026 by testing randomly selected data from all accounting modules. Metrix Group conducted the audit, prepared the audited statements, FIR return, and the 2025 Report to the Board. Metrix Group Partner, Jeff Alliston, CPA, CA is attending the council meeting as a delegation and has provided an overview of the statements and findings. Any recommendations arising from the 2025 audit will be used to improve the current Town of Blackfalds financial systems and processes.

Administration would like to take this opportunity to thank the staff from Metrix Group Chartered Professional Accountants for the excellent work they have provided.

## ADMINISTRATIVE RECOMMENDATION

That Council consider the following motion.

1. That Council approve the 2025 Consolidated Financial Statements, as presented.

## ALTERNATIVES

a) That Council refer the 2025 Consolidated Financial Statements back to Administration for further information.

## ATTACHMENTS

- *2025 Auditors Report*
- *2025 Audited Financial Statements*

## APPROVALS

Kim Isaak,
Chief Administrative Officer

Director/Author

# TOWN OF BLACKFALDS

## CONSOLIDATED FINANCIAL STATEMENTS

## FOR THE YEAR ENDED DECEMBER 31, 2025

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# TABLE OF CONTENTS

**Audited Consolidated Financial Statements**

Independent Auditors' Report 2

Management's Responsibility For Financial Reporting 4

Consolidated Statement of Financial Position 5

Consolidated Statement of Operations and Accumulated Surplus 6

Consolidated Statement of Change in Net Financial Assets 7

Consolidated Statement of Remeasurement Gains and Loss 8

Consolidated Statement of Cash Flows 9

**Schedules**

Schedule 1 - Changes in Accumulated Surplus 10

Schedule 2 - Property and Other Taxes 11

Schedule 3 - Government Transfers 12

Schedule 4 - Segmented Information 13

Schedule 6 - Tangible Capital Assets 15

**Notes to the Financial Statements** 16

DRAFT

METRIX GROUP LLP
CHARTERED PROFESSIONAL ACCOUNTANTS

# INDEPENDENT AUDITORS' REPORT

To the Mayor and Council of the Town of Blackfalds

*Opinion*

We have audited the accompanying consolidated financial statements of the Town of Blackfalds (the "Town"), which comprise the consolidated statement of financial position as at December 31, 2025, and the consolidated statements of operations and accumulated surplus, changes in net financial assets, remeasurement gains and losses, and cash flows for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Town as at December 31, 2025, the results of consolidated operations, changes in net financial assets, consolidated remeasurement gains and losses, and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

*Basis for Opinion*

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditors' Responsibilities for the Audit of the Consolidated Financial Statements* section of our report. We are independent of the Town in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with those requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

*Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements*

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the Town's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Town or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Town's financial reporting process.

*(continues)*



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*Auditors' Responsibilities for the Audit of the Consolidated Financial Statements*

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but it is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control.

- Evaluate the appropriateness of accounting policies and the reasonableness of accounting estimates and related disclosures made by management.

- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Town's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Town to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities with the Town or business activities within the group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Chartered Professional Accountants

Edmonton, Alberta
April 28, 2026

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# MANAGEMENT'S RESPONSIBILITY FOR FINANCIAL REPORTING

Management is responsible for the preparation and presentation of the accompanying consolidated financial statements, including responsibility for significant accounting judgments and estimates in accordance with Canadian public sector accounting standards. This responsibility includes selecting appropriate accounting principles and methods, and making decisions affecting the measurement of transactions in which objective judgment is required.

In discharging its responsibility for the integrity and fairness of the consolidated financial statements, management designs and maintains the necessary accounting systems and related internal controls to provide reasonable assurance that transactions are authorized, assets are safeguarded, and financial records are properly maintained to provide reliable information for the preparation of the consolidated financial statements.

The elected Mayor and Council of the Town of Blackfalds are composed entirely of individuals who are neither management nor employees of the Town. The Mayor and Council have the responsibility of meeting with management and the external auditors to discuss the internal controls over the financial reporting process, auditing matters, and financial reporting issues. The Mayor and Council are also responsible for the appointment of the Town's external auditors.

Metrix Group LLP, an independent firm of Chartered Professional Accountants, is appointed by Council to audit the consolidated financial statements and to report directly to them. The external auditors have full and free access to and meet periodically and separately with both the Mayor and Council and management to discuss their audit findings.

_____

Kim Isaak,
Chief Administrative Officer

_____

Justin de Bresser,
Director of Corporate Services

April 28, 2026
Blackfalds, Alberta

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**TOWN OF BLACKFALDS**
**Consolidated Statement of Financial Position**
**As at December 31, 2025**

| | | 2025 | 2024 |
|---|---|---|---|
| **FINANCIAL ASSETS** | | | |
| Cash and cash equivalents | *(Note 2)* | **$ 19,375,772** | $ 17,817,480 |
| Taxes receivable | *(Note 3)* | **789,929** | 532,810 |
| Trade and other receivables | *(Note 4)* | **2,340,117** | 3,097,698 |
| Investments | *(Note 5)* | **18,678,470** | 17,643,421 |
| Land held for resale | | **651,000** | 651,000 |
| | | **41,835,288** | 39,742,409 |
| **LIABILITIES** | | | |
| Accounts payable and accrued liabilities | *(Note 7)* | **4,546,518** | 3,473,600 |
| Employee benefit obligations | *(Note 8)* | **509,841** | 464,632 |
| Deposit liabilities | | **477,239** | 415,650 |
| Deferred revenue | *(Note 9)* | **6,324,816** | 8,037,727 |
| Liability for contaminated site | *(Note 10)* | **-** | 546,938 |
| Long term debt | *(Note 11)* | **17,705,125** | 18,128,829 |
| Asset retirement obligations | *(Note 13)* | **18,299** | 21,446 |
| | | **29,581,838** | 31,088,822 |
| **NET FINANCIAL ASSETS** | | **12,253,450** | 8,653,587 |
| **NON-FINANCIAL ASSETS** | | | |
| Tangible capital assets | *(Schedule 6)* | **191,589,026** | 186,032,593 |
| Prepaid expenses | | **102,463** | 125,758 |
| Inventory for consumption | | **213,270** | 254,143 |
| | | **191,904,759** | 186,412,494 |
| **ACCUMULATED SURPLUS** | | **$204,158,209** | $ 195,066,081 |
| **Accumulated Surplus consists of:** | | | |
| Accumulated surplus from operations | *(Schedule 1, Note 14)* | **$203,897,988** | $ 194,831,655 |
| Accumulated remeasurement gains | | **260,221** | 234,426 |
| | | **$204,158,209** | $ 195,066,081 |

**CONTINGENCIES** *(Note 18)*

**CONTRACTUAL OBLIGATIONS** *(Note 19)*

**ON BEHALF OF COUNCIL:**

_____ Mayor

_____ Councillor

The accompanying notes are an integral part of the consolidated financial statements.



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**TOWN OF BLACKFALDS**

**Consolidated Statement of Operations and Accumulated Surplus**

**For The Year Ended December 31, 2025**

| | | 2025 (Budget) (Note 22) | **2025 (Actual)** | 2024 (Actual) |
|---|---|---|---|---|
| **REVENUE** | | | | |
| Net municipal property tax | *(Schedule 2)* | $ 14,105,323 | **$ 14,148,409** | $ 13,090,370 |
| Sales and user charges | | 11,545,297 | **10,754,930** | 10,044,652 |
| Franchise and concession contracts | *(Note 16)* | 2,090,067 | **2,197,670** | 2,169,736 |
| Return on investments | | 396,032 | **1,335,403** | 1,242,477 |
| Government transfers for operating | *(Schedule 3)* | 1,263,622 | **1,311,195** | 1,202,284 |
| Rentals | | 662,032 | **736,663** | 965,592 |
| Licenses and permits | | 396,705 | **707,428** | 741,156 |
| Penalties on taxes | | 172,200 | **206,609** | 185,450 |
| Fines | | 170,000 | **169,240** | 202,296 |
| Other | | 9,000 | **120,411** | 101,724 |
| | | 30,810,278 | **31,687,958** | 29,945,737 |
| **EXPENSES** | | | | |
| Recreation and parks | | 7,116,577 | **8,937,253** | 8,922,538 |
| Transportation | | 2,646,048 | **5,587,664** | 5,604,488 |
| Protective services | | 4,039,664 | **4,092,854** | 3,643,959 |
| Water supply and distribution | | 3,567,263 | **3,667,942** | 3,256,519 |
| Administration | | 3,616,582 | **3,254,781** | 3,203,059 |
| Wastewater treatment and disposal | | 2,696,032 | **2,559,586** | 2,278,997 |
| Waste management | | 1,696,838 | **1,321,488** | 1,552,374 |
| Planning and development | | 960,634 | **1,073,416** | 935,141 |
| Family and community services | | 594,976 | **507,546** | 468,194 |
| Legislative | | 491,016 | **405,546** | 391,309 |
| | | 27,425,630 | **31,408,076** | 30,256,578 |
| **ANNUAL SURPLUS BEFORE OTHER INCOME** | | 3,384,648 | **279,882** | (310,841) |
| **OTHER INCOME** | | | | |
| Government transfers for capital | *(Schedule 3)* | - | **6,274,720** | 5,311,260 |
| Development levies | *(Note 9)* | - | **1,645,110** | 38,298 |
| Contributed assets | *(Schedule 6)* | - | **437,000** | - |
| Recovery on contaminated site remediation | *(Note 10)* | - | **374,175** | - |
| Gain on sale of tangible capital assets | | - | **55,446** | 225,428 |
| Loss disposal of land held for resale | | - | **-** | (467,460) |
| | | - | **8,786,451** | 5,107,526 |
| **ANNUAL SURPLUS** | | $ 3,384,648 | **$ 9,066,333** | $ 4,796,685 |
| **ACCUMULATED SURPLUS, BEGINNING OF YEAR** | | 194,831,655 | **194,831,655** | 190,034,970 |
| **ACCUMULATED SURPLUS, END OF YEAR** | *(Schedule 1)* | $198,216,303 | **$203,897,988** | $194,831,655 |

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**TOWN OF BLACKFALDS**

**Consolidated Statement of Change in Net Financial Assets**

**For The Year Ended December 31, 2025**

| | 2025 (Budget) (Note 22) | **2025 (Actual)** | 2024 (Actual) |
|---|---|---|---|
| **ANNUAL SURPLUS** | $ 3,384,648 | **$ 9,066,333** | $ 4,796,685 |
| Acquisition of tangible capital asset | - | **(11,584,305)** | (8,323,720) |
| Contributed tangible capital asset | - | **(437,000)** | - |
| Proceeds on disposal of tangible capital assets | - | **103,365** | 1,471,516 |
| Amortization of tangible capital assets | - | **6,412,921** | 6,482,067 |
| Remeasurement of asset retirement obligation | - | **4,032** | - |
| Gain on disposal of tangible capital assets | - | **(55,446)** | (225,428) |
| | - | **(5,556,433)** | (595,565) |
| Change in accumulated remeasurement gains (losses) | - | **25,795** | 237,439 |
| Net change in prepaid expenses | - | **23,295** | 9,801 |
| Net change in inventory for consumption | - | **40,873** | 33,552 |
| | - | **89,963** | 280,792 |
| **CHANGE IN NET FINANCIAL ASSETS** | 3,384,648 | **3,599,863** | 4,481,912 |
| **NET FINANCIAL ASSETS, BEGINNING OF YEAR** | 8,653,587 | **8,653,587** | 4,171,675 |
| **NET FINANCIAL ASSETS, END OF YEAR** | $ 12,038,235 | **$ 12,253,450** | $ 8,653,587 |

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**TOWN OF BLACKFALDS**
**Consolidated Statement of Remeasurement Gains and Losses**
**For The Year Ended December 31, 2025**

| | **2025** | 2024 |
|---|---|---|
| **ACCUMULATED REMEASUREMENT GAINS (LOSSES), BEGINNING OF YEAR** | **$ 234,426** | $ (3,013) |
| Amounts reclassified to statement of operations: | | |
| Investments designated at fair value | **(234,426)** | (41,204) |
| Unrealized gain attributable to: | | |
| Investments designated at fair value | **260,221** | 278,643 |
| **NET CHANGE FOR THE YEAR** | **25,795** | 237,439 |
| **ACCUMULATED REMEASUREMENT GAINS, END OF YEAR** | **$ 260,221** | $ 234,426 |

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**TOWN OF BLACKFALDS**
**Consolidated Statement of Cash Flows**
**For The Year Ended December 31, 2025**

| | | 2025 | 2024 |
|---|---|---|---|
| **OPERATING ACTIVITIES** | | | |
| Annual surplus | | **$ 9,066,333** | $ 4,796,685 |
| Non-cash items included in annual surplus: | | | |
| Gain on disposal of tangible capital assets | | **(55,446)** | (225,428) |
| Amortization of tangible capital assets | | **6,412,921** | 6,482,067 |
| Contributed tangible capital assets | | **(437,000)** | - |
| Accretion of asset retirement obligation | | **885** | 1,021 |
| Amortization of bond premium | | **(5,519)** | (17,502) |
| Changes in non-cash working capital balances: | | | |
| Taxes receivable | | **(257,119)** | (37,578) |
| Trade and other receivables | | **757,581** | 1,022,681 |
| Land held for resale | | **-** | 415,181 |
| Prepaid expenses | | **23,295** | 9,801 |
| Inventory for consumption | | **40,873** | 33,552 |
| Accounts payable and accrued liabilities | | **1,072,918** | 1,720,651 |
| Employee benefit obligations | | **45,209** | 39,818 |
| Deposit liabilities | | **61,589** | 5,000 |
| Deferred revenue | | **(1,712,911)** | (1,623,510) |
| Liability for contaminated site | | **(546,938)** | - |
| | | **14,466,671** | 12,622,439 |
| **CAPITAL ACTIVITIES** | | | |
| Purchase of tangible capital assets | | **(11,584,305)** | (8,323,720) |
| Proceeds on disposal of tangible capital assets | | **103,365** | 1,471,516 |
| Remeasurement of asset retirement obligation | | **4,032** | - |
| | | **(11,476,908)** | (6,852,204) |
| **INVESTING ACTIVITIES** | | | |
| Proceeds from sale of investments | | **12,599,944** | 6,259,798 |
| Purchase of investments | | **(13,607,711)** | (7,905,130) |
| | | **(1,007,767)** | (1,645,332) |
| **FINANCING ACTIVITIES** | | | |
| Long-term debt issued | | **253,339** | - |
| Long-term debt repayments | | **(677,043)** | (637,863) |
| | | **(423,704)** | (637,863) |
| **INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS** | | **1,558,292** | 3,487,040 |
| **CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR** | | **17,817,480** | 14,330,440 |
| **CASH AND CASH EQUIVALENTS, END OF YEAR** | ***(Note 2)*** | **$ 19,375,772** | $ 17,817,480 |

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**TOWN OF BLACKFALDS** **SCHEDULE 1**

**Schedule of Changes in Accumulated Surplus**

**For The Year Ended December 31, 2025**

| | Unrestricted | Restricted Surplus | Equity in Tangible Capital Assets | **2025** | 2024 |
|---|---|---|---|---|---|
| **BALANCE, BEGINNING OF YEAR,** | 6,749,653 | 20,199,684 | 167,882,318 | **194,831,655** | 190,034,970 |
| Annual surplus | 9,066,333 | - | - | **9,066,333** | 4,796,685 |
| Purchase of tangible capital assets | (11,584,305) | - | 11,584,305 | **-** | - |
| Contributed tangible capital assets | (437,000) | - | 437,000 | **-** | - |
| Disposal of tangible capital assets | 47,919 | - | (47,919) | **-** | - |
| Annual amortization expense | 6,412,921 | - | (6,412,921) | **-** | - |
| Accretion of asset retirement obligation | 885 | - | (885) | **-** | - |
| Unrestricted funds designated for future use | (7,288,119) | 7,288,119 | - | **-** | - |
| Restricted funds utilized | 3,747,367 | (3,747,367) | - | **-** | - |
| Long-term debt issued | 253,339 | - | (253,339) | **-** | - |
| Long-term debt repaid | (677,043) | - | 677,043 | **-** | - |
| **BALANCE, END OF YEAR** | $ 6,291,950 | $ 23,740,436 | $173,865,602 | **$203,897,988** | $194,831,655 |

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The accompanying notes are an integral part of the consolidated financial statements.

**TOWN OF BLACKFALDS** **SCHEDULE 2**

**Schedule of Property Taxes Levied**

**For The Year Ended December 31, 2025**

| | 2025 (Budget) (Note 22) | **2025 (Actual)** | 2024 (Actual) |
|---|---|---|---|
| **TAXATION** | | | |
| Real property taxes levied | $ 13,570,323 | **$ 13,622,869** | $ 12,591,416 |
| Alberta School Foundation Fund | 4,419,184 | **4,439,056** | 3,883,855 |
| Lacombe seniors foundation | 116,287 | **116,701** | 103,629 |
| Designated industrial property | 1,257 | **1,257** | 1,277 |
| Joint economic area | 535,000 | **525,123** | 498,705 |
| | 18,642,051 | **18,705,006** | 17,078,882 |
| **REQUISITIONS** | | | |
| Requisition - ASFF | 4,419,184 | **4,439,056** | 3,883,855 |
| Requisition - Seniors foundation | 116,287 | **116,287** | 103,360 |
| Requisition - DIP | 1,257 | **1,254** | 1,297 |
| | 4,536,728 | **4,556,597** | 3,988,512 |
| **NET MUNICIPAL PROPERTY TAXES** | $ 14,105,323 | **$ 14,148,409** | $ 13,090,370 |

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**TOWN OF BLACKFALDS** **SCHEDULE 3**

**Schedule of Government Transfers**

**For The Year Ended December 31, 2025**

| | 2025 (Budget) (Note 22) | **2025 (Actual)** | 2024 (Actual) |
|---|---|---|---|
| **TRANSFERS FOR OPERATING** | | | |
| Federal operating grants | $ 299,120 | **$ 283,760** | $ 305,600 |
| Local governments | 573,128 | **634,061** | 499,086 |
| Provincial operating grants | 391,374 | **393,374** | 397,598 |
| | 1,263,622 | **1,311,195** | 1,202,284 |
| **TRANSFERS FOR CAPITAL** | | | |
| Federal capital grants | - | **-** | 1,188,376 |
| Provincial capital grants | - | **4,972,044** | 2,845,854 |
| Local capital grants | - | **1,302,676** | 1,277,030 |
| | - | **6,274,720** | 5,311,260 |
| **TOTAL GOVERNMENT TRANSFERS** | $ 1,263,622 | **$ 7,585,915** | $ 6,513,544 |

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**TOWN OF BLACKFALDS** **SCHEDULE 4**

**Schedule of Segmented Disclosure**

**For The Year Ended December 31, 2025**

| | Protective Services | Transportation Services | Water and Wastewater | Waste Management | Planning and Development | Recreation and Parks | Public Health and Welfare | General Government | 2025 |
|---|---|---|---|---|---|---|---|---|---|
| **REVENUE** | | | | | | | | | |
| Net municipal property taxes | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 14,148,409 | **$ 14,148,409** |
| Sales and user charges | 257,760 | 48,393 | 7,192,647 | 1,788,848 | 27,234 | 1,328,157 | 52,942 | 58,949 | **10,754,930** |
| Franchise and concession contracts | - | - | - | - | - | - | - | 2,197,670 | **2,197,670** |
| Investment income | - | - | - | - | - | - | - | 1,335,403 | **1,335,403** |
| Government transfers for operating | 377,553 | - | - | - | - | 531,637 | 249,247 | 152,758 | **1,311,195** |
| Rentals | 220,608 | - | - | - | - | 508,575 | - | 7,480 | **736,663** |
| Fines, licenses and permits | 205,117 | - | - | - | 605,348 | - | - | 66,203 | **876,668** |
| Other revenues | 450 | 14,549 | 73,793 | - | 69,000 | 28,571 | - | 140,657 | **327,020** |
| | 1,061,488 | 62,942 | 7,266,440 | 1,788,848 | 701,582 | 2,396,940 | 302,189 | 18,107,529 | **31,687,958** |
| **EXPENSES** | | | | | | | | | |
| Salaries, wages and benefits | 1,646,004 | 839,565 | 668,708 | 203,330 | 611,456 | 4,180,666 | 383,754 | 2,528,864 | **11,062,347** |
| Contracted and general services | 1,898,740 | 914,319 | 4,122,295 | 1,088,877 | 391,114 | 990,143 | 27,508 | 674,540 | **10,107,536** |
| Amortization | 291,522 | 3,030,585 | 1,038,651 | 11,270 | 39,326 | 1,868,936 | 2,561 | 130,069 | **6,412,920** |
| Materials, goods, and utilities | 236,828 | 784,239 | 397,874 | 18,011 | 18,900 | 1,249,058 | 69,948 | 229,673 | **3,004,531** |
| Interest on long-term debt | - | 17,371 | - | - | - | 483,254 | - | - | **500,625** |
| Other expenses | 8,345 | 1,585 | - | - | 5,370 | 141,168 | - | 65,638 | **222,106** |
| Transfers to individuals and organizations | 11,415 | - | - | - | 7,250 | 23,143 | 23,775 | 31,543 | **97,126** |
| Accretion | - | - | - | - | - | 885 | - | - | **885** |
| | 4,092,854 | 5,587,664 | 6,227,528 | 1,321,488 | 1,073,416 | 8,937,253 | 507,546 | 3,660,327 | **31,408,076** |
| **ANNUAL SURPLUS (DEFICIT) BEFORE OTHER INCOME** | (3,031,366) | (5,524,722) | 1,038,912 | 467,360 | (371,834) | (6,540,313) | (205,357) | 14,447,202 | **279,882** |
| **OTHER INCOME** | | | | | | | | | |
| Government transfers for capital | - | 1,653,372 | 4,518,228 | - | - | 103,120 | - | - | **6,274,720** |
| Development levies | - | 71,989 | 1,573,121 | - | - | - | - | - | **1,645,110** |
| Contributed assets | - | - | - | - | - | - | - | 437,000 | **437,000** |
| Recovery on contaminated site remediation | - | - | - | - | - | - | - | 374,175 | **374,175** |
| Gain on disposal of tangible capital assets | - | - | - | - | - | - | - | 55,446 | **55,446** |
| | - | 1,725,361 | 6,091,349 | - | - | 103,120 | - | 866,621 | **8,786,451** |
| **ANNUAL SURPLUS (DEFICIT)** | $ (3,031,366) | $ (3,799,361) | $ 7,130,261 | $ 467,360 | $ (371,834) | $ (6,437,193) | $ (205,357) | $ 15,313,823 | **$ 9,066,333** |

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**TOWN OF BLACKFALDS** **SCHEDULE 5**

**Schedule of Segmented Disclosure**

**For The Year Ended December 31, 2025**

| | Protective Services | Transportation Services | Water and Wastewater | Waste Management | Planning and Development | Recreation and Parks | Public Health and Welfare | General Government | **2024** |
|---|---|---|---|---|---|---|---|---|---|
| **REVENUE** | | | | | | | | | |
| Net municipal property taxes | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 13,090,370 | **$ 13,090,370** |
| Sales and user charges | 137,007 | 50,730 | 6,621,084 | 1,725,838 | 144,372 | 1,282,892 | 51,685 | 31,044 | **10,044,652** |
| Franchise and concession contracts | - | - | - | - | - | - | - | 2,169,736 | **2,169,736** |
| Investment income | - | - | - | - | - | - | - | 1,242,477 | **1,242,477** |
| Government transfers for operating | 336,239 | 2,211 | - | - | - | 461,065 | 250,011 | 152,758 | **1,202,284** |
| Rentals | 450,841 | - | - | - | - | 506,046 | - | 8,705 | **965,592** |
| Fines, licenses and permits | 234,675 | - | - | - | 624,496 | - | - | 84,281 | **943,452** |
| Other revenues | 973 | 40,068 | 76,103 | - | 27,119 | 28,571 | - | 114,340 | **287,174** |
| | 1,159,735 | 93,009 | 6,697,187 | 1,725,838 | 795,987 | 2,278,574 | 301,696 | 16,893,711 | **29,945,737** |
| **EXPENSES** | | | | | | | | | |
| Salaries, wages and benefits | 1,407,938 | 849,963 | 600,750 | 193,085 | 548,145 | 4,079,181 | 349,630 | 2,437,646 | **10,466,338** |
| Contracted and general service | 1,607,224 | 901,802 | 3,612,067 | 1,311,279 | 317,242 | 840,516 | 28,243 | 693,697 | **9,312,070** |
| Amortization | 300,400 | 3,018,358 | 1,037,016 | 6,351 | 39,326 | 1,923,239 | 383 | 156,994 | **6,482,067** |
| Materials, goods, and utilities | 302,915 | 818,092 | 285,683 | 41,659 | 15,848 | 1,422,556 | 65,913 | 208,245 | **3,160,911** |
| Interest on long-term debt | 5,023 | 15,039 | - | - | - | 490,233 | - | - | **510,295** |
| Other expenses | 9,444 | 1,234 | - | - | 8,055 | 140,888 | - | 65,385 | **225,006** |
| Transfers to individuals and organizations | 11,015 | - | - | - | 6,525 | 24,904 | 24,025 | 32,401 | **98,870** |
| Accretion | - | - | - | - | - | 1,021 | - | - | **1,021** |
| | 3,643,959 | 5,604,488 | 5,535,516 | 1,552,374 | 935,141 | 8,922,538 | 468,194 | 3,594,368 | **30,256,578** |
| **ANNUAL SURPLUS (DEFICIT) BEFORE OTHER INCOME** | (2,484,224) | (5,511,479) | 1,161,671 | 173,464 | (139,154) | (6,643,964) | (166,498) | 13,299,343 | **(310,841)** |
| **OTHER INCOME** | | | | | | | | | |
| Government transfers for capital | - | 3,399,231 | 1,408,285 | - | 49,825 | 445,754 | 8,165 | - | **5,311,260** |
| Gain on disposal of tangible capital assets | 204,991 | - | - | - | - | - | - | 20,437 | **225,428** |
| Development levies | - | 38,298 | - | - | - | - | - | - | **38,298** |
| Loss on land held for resale | - | - | - | - | - | - | - | (467,460) | **(467,460)** |
| | 204,991 | 3,437,529 | 1,408,285 | - | 49,825 | 445,754 | 8,165 | (447,023) | **5,107,526** |
| **ANNUAL SURPLUS (DEFICIT)** | $ (2,279,233) | $ (2,073,950) | $ 2,569,956 | $ 173,464 | $ (89,329) | $ (6,198,210) | $ (158,333) | $ 12,852,320 | **$ 4,796,685** |

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**TOWN OF BLACKFALDS** **SCHEDULE 6**

**Schedule of Tangible Capital Assets**

**For The Year Ended December 31, 2025**

| | Land | Land Improvements | Buildings | Engineered Structures | Machinery and Equipment | Vehicles | Work in Progress[1] | **2025** | 2024 |
|---|---|---|---|---|---|---|---|---|---|
| **COST:** | | | | | | | | | |
| Balance, Beginning of Year | $ 5,735,965 | $ 11,620,967 | $ 75,808,096 | $ 155,214,478 | $ 10,929,316 | $ 4,762,566 | $ 7,690,584 | **$ 271,761,972** | $ 265,237,357 |
| Additions | - | 26,699 | 70,145 | 9,980 | 707,317 | 749,203 | 10,020,961 | **11,584,305** | 8,323,720 |
| Contributed assets | - | 32,000 | - | 405,000 | - | - | - | **437,000** | - |
| Disposals | - | - | - | - | (172,050) | (180,996) | - | **(353,046)** | (1,799,105) |
| Remeasurement of asset retirement obligation | - | - | (4,031) | - | - | - | - | **(4,031)** | - |
| Change in work in progress | - | 788,863 | - | 5,177,582 | - | - | (5,966,445) | **-** | - |
| Balance, End of Year | 5,735,965 | 12,468,529 | 75,874,210 | 160,807,040 | 11,464,583 | 5,330,773 | 11,745,100 | **283,426,200** | 271,761,972 |
| **ACCUMULATED AMORTIZATION:** | | | | | | | | | |
| Balance, Beginning of Year | - | 3,910,037 | 13,753,593 | 56,917,855 | 8,946,791 | 2,201,103 | - | **85,729,379** | 79,800,329 |
| Amortization | - | 404,340 | 1,712,350 | 3,548,719 | 461,027 | 286,485 | - | **6,412,921** | 6,482,067 |
| Disposals | - | - | - | - | (124,130) | (180,996) | - | **(305,126)** | (553,017) |
| Balance, End of Year | - | 4,314,377 | 15,465,943 | 60,466,574 | 9,283,688 | 2,306,592 | - | **91,837,174** | 85,729,379 |
| **2025 NET BOOK VALUE** | $ 5,735,965 | $ 8,154,152 | $ 60,408,267 | $ 100,340,466 | $ 2,180,895 | $ 3,024,181 | $ 11,745,100 | **$ 191,589,026** | $ - |
| **2024 NET BOOK VALUE** | $ 5,735,965 | $ 7,710,930 | $ 62,054,503 | $ 98,296,623 | $ 1,982,525 | $ 2,561,463 | $ 7,690,584 | **$ -** | $ 186,032,593 |
| [1]Construction in progress is comprised of | $ - | $ 1,378,747 | $ 524,991 | $ 9,841,362 | $ - | $ - | $ - | **$ 11,745,100** | $ - |

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## 1. SIGNIFICANT ACCOUNTING POLICIES

The consolidated financial statements of the Town of Blackfalds (the "Town") are the representations of management prepared in accordance with Canadian public sector accounting standards. Significant aspects of the accounting policies adopted by the Town are as follows:

### (a) Reporting Entity

The consolidated financial statements reflect the assets, liabilities, revenue, and expenses, changes in net financial position and cash flows of the reporting entity. This entity is comprised of the municipal operations plus all of the organizations that are owned or controlled by the Town and are, therefore, accountable to Council for the administration of their financial affairs and resources. Included with the municipality are the following:

Family and Community Support Services
Blackfalds Public Library

The schedule of taxes levied also includes requisitions for education, health, social, and other external organizations that are not part of the municipal reporting entity.

The consolidated statements exclude trust assets that are administered by the Town for the benefit of external parties. Interdepartmental and organizational transactions and balances are eliminated.

### (b) Basis of Accounting

The consolidated financial statements are prepared using the accrual basis of accounting. The accrual basis of accounting records revenue as it is earned and measurable. Expenses are recognized as they are incurred and measurable based upon receipt of goods or services and/or the legal obligation to pay.

Funds from external parties and earnings thereon restricted by agreement or legislation are accounted for as deferred revenue until used for the purpose specified.

Government transfers, contributions and other amounts are received from third parties pursuant to legislation, regulation or agreement and may only be used for certain programs, in the completion of specific work, or for the purchase of tangible capital assets. In addition, certain user charges and fees are collected for which the related services have yet to be performed or goods have yet to be provided.

Revenue is recognized in the period when the related expenses are incurred, services performed/goods provided, or the tangible capital assets are acquired.

### (c) Tax Revenue

Property tax revenue is based on assessments determined in accordance with the *Municipal Government Act.* Tax rates are established annually. Taxation revenues are recorded at the time tax billings are issued. Assessments are subject to appeal.

Construction and borrowing costs associated with local improvement projects are recovered through annual special property assessments during the period of the related borrowing. These levies are collectible from property owners for work performed by the Town. Under the accrual basis of accounting, revenues to be received from local improvement assessments are recognized in full in the period the local improvement project costs are incurred and the passing of the related imposition by-law.

*(Continues)*



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## 1. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

### (d) Requisition Over-Levies and Under-Levies

Requisition over-levies and under-levies arise from the difference between the actual property tax levy made to cover each requisition and the actual amount requisitioned.

If the actual levy exceeds the requisition, the over-levy is accrued as a liability and property tax revenue is reduced. Where the actual levy is less than the requisition amount, the under-levy is accrued as a receivable and as property tax revenue.

Requisition tax rates in the subsequent year are adjusted for any over-levies or under-levies of the prior year.

### (e) Government Transfers

Government transfers are the transfer of assets from senior levels of government that are not the result of an exchange transaction, are not expected to be repaid in the future, or the result of a direct financial return.

Government transfers are recognized in the consolidated financial statements as revenue in the period in which events giving rise to the transfer occur, providing the transfers are authorized, any eligibility criteria have been met except to the extent that transfer stipulations give rise to an obligation that meets the definition of a liability. Transfers are recognized as deferred revenue when stipulations give rise to a liability. Transfer revenue is recognized in the statement of operations as the stipulation liabilities are settled.

### (f) Pension Expense

Contributions for current and past service pension benefits are recorded as expenses in the year in which they become due.

### (g) Valuation of Financial Instruments

The Town's financial assets and liabilities are measured as follows:

| Financial Statement Component | Measurement |
|---|---|
| Cash and cash equivalents | Cost |
| Accounts receivable | Lower of cost and net recoverable value |
| Investments | Fair value and amortized cost |
| Land held for resale | Lower of cost and net realizable value |
| Accounts payable and accrued liabilities | Cost |
| Long-term debt | Amortized cost |
| Contaminated sites | Cost |
| Asset retirement obligations | Amortized cost |
| Inventories for consumption | Lower of cost and replacement cost |

Unrealized gains and losses from changes in the fair value of financial instruments are recognized in the consolidated statement of remeasurement gains and losses. Upon settlement, the cumulative gains or losses are reclassified from the consolidated statement of remeasurement gains and losses and recognized in the consolidated statement of operations and accumulated surplus. Interest and dividends attributable to financial instruments are reported in the consolidated statement of operations and accumulated surplus. When the restricted nature of a financial instrument and any related changes in fair value create a liability, unrealized gains and losses are recognized as deferred revenue.

*(Continues)*

## 1. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

### (g) Valuation of Financial Instruments (Continued)

All financial assets are tested annually for impairment. When financial assets are impaired, impairment losses are recorded in the consolidated statement of operations and accumulated surplus. A write-down of an investment to reflect a loss in value that is other than temporary is not reversed for a subsequent increase in value.

For financial assets and liabilities measured using amortized cost, the effective interest method is used to determine interest revenue or expense.

Transaction costs are a component of cost for financial instruments measured using cost or amortized cost. Transaction costs are expensed for financial instruments measured at fair value.

Management evaluates contractual obligations for the existence of embedded derivatives and elects to either designate the entire contract for fair value measurement or separately measure the value of the derivative component when characteristics of the derivative are not closely related to the economic characteristics and risks of the contract itself.

Contracts to buy or sell non-financial items for the Town's normal purchase, sale or usage requirements are not recognized as financial assets or liabilities.

For financial instruments in the fair value measurement category, financial instruments are classified as level 1, 2, or 3 for the purposes of describing the basis of the inputs used to measure the fair value of the financial instrument, as described below:

- Level 1: Quoted prices (unadjusted) in active markets for identical assets or liabilities.
- Level 2: Market-based inputs other than quoted prices that are observable for the asset or liability either directly or indirectly.
- Level 3: Inputs for the asset or liability that are not based on observable market data; assumptions are based on the best internal and external information available and are most suitable and appropriate based on the type of financial instrument being valued in order to establish what the transaction price would have been on the measurement date in an arm's length transaction.

### (h) Cash and Cash Equivalents

Cash and cash equivalents include items that are readily convertible to known amounts of cash, are subject to an insignificant risk of change in value, and have a maturity of three months or less at acquisition.

### (i) Investments

Fixed income and other investments are measured at amortized cost. Where there has been a loss in value that is other than a temporary decline, the respective investments are written down to recognize the loss.

Investments measured at fair value consists of bonds with embedded derivatives and are measured at fair value based on quoted market rates. Unrealized differences between amortized cost and fair value are reported as remeasurement gains or losses in the statement of remeasurement gains and losses.

Investment earnings are recorded as revenue in the period earned.

*(Continues)*



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## 1. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

### (j) Land Held For Resale

Land held for resale is recorded at the lower of cost or net realizable value. Costs include cost for land acquisition and improvements required to prepare the land for servicing such as clearing, stripping and leveling charges. Related development costs incurred to provide infrastructure such as water and wastewater services, roads, sidewalks and street lighting are recorded as physical assets under their respective functions.

### (k) Contaminated Sites

Contaminated sites are a result of contamination being introduced into air, soil, water or sediment of a chemical, organic or radioactive material or live organism that exceeds an environmental standard. The liability is recorded net of any expected recoveries. A liability for remediation of a contaminated site is recognized when a site is not in productive use and is management's estimate of the cost of the post-remediation including operation, maintenance, and monitoring.

### (l) Asset Retirement Obligations

Asset retirement obligations are legal obligations associated with the retirement of tangible capital assets.
These may include, but are not limited to:

- Decommissioning or dismantling a tangible capital asset that was acquired, constructed or developed;
- Remediation of contamination of a tangible capital asset created by its normal use;
- Post-retirement activities such as monitoring; and
- Constructing other tangible capital assets to perform post-retirement activities.

Asset retirement obligations are initially measured at the later of the date of acquisition or legislative obligation. When a liability for an asset retirement obligation is recognized, the asset retirement costs are added to the carrying amount of the related tangible capital asset in productive use and are amortized over the estimated useful life of the related tangible capital asset. Asset retirement costs related to unrecognized tangible capital assets or for tangible capital assets no longer in productive use are expensed in the consolidated statement of operations.

When the future retirement date is unknown, the asset retirement obligation is measured at the current estimated cost to settle or otherwise extinguish the liability. When the future retirement date is known, a present value technique is used to measure the liability. Subsequent to the initial measurement, the asset retirement obligation is adjusted to reflect the passage of time and changes in the estimated future cash flows underlying the obligation and is recognized as an accretion expense in the consolidated statement of operations.

*(Continues)*



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## 1. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

### (m) Non-Financial Assets

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the normal course of operations. The change in non-financial assets during the year, together with the excess of revenues over expenses, provides the change in net financial assets for the year.

*Tangible Capital Assets*

Tangible capital assets are recorded at cost which includes all amounts that are directly attributable to the acquisition, construction, development or betterment of the asset. Contributed assets are capitalized and are recorded at their estimated fair value upon acquisition and are also recorded as revenue. Construction in progress represents assets which are not available for productive use and therefore are not subject to amortization.

The cost, less residual value, of tangible capital assets is amortized on a straight-line basis over the estimated useful life as follows:

| Asset | Years |
|---|---|
| Land improvements | 2 - 5 |
| Buildings | 10 - 50 |
| Engineered structures | |
| Water system | 45 - 75 |
| Wastewater system | 45 - 75 |
| Other engineered structures | 15 - 60 |
| Machinery and equipment | 3 - 38 |
| Vehicles | 3 - 25 |

*Cultural and Historical Tangible Capital Assets*

Historical artifacts owned by the Town are not recorded in tangible capital assets, but are disclosed.

*Leases*

Leases are classified as capital or operating leases. Leases that transfer substantially all benefits and risks to the Town incidental to ownership of property are accounted for as capital leases. Assets under a capital lease are included within the respective tangible capital asset classification. All other leases are accounted for as operating leases and the related lease payments are charged as incurred.

*Inventory for consumption*

Inventory held for consumption is valued at the lower of cost or replacement cost.

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*(Continues)*

## 1. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

### (n) Use of Estimates

The preparation of consolidated financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenue and expenditures during the period. Where management uncertainty exists, the consolidated financial statements have been prepared within reasonable limits of materiality. Actual results could differ from those estimates.

Accounts receivable are stated after evaluation as to their collectibility and an appropriate allowance for doubtful accounts is provided where considered necessary. The amounts recorded for valuation of tangible capital assets, the useful lives and related amortization of tangible capital assets, future cash flows associated with asset retirement obligations, contaminated sites, and contingent liabilities are areas where management makes significant estimates and assumptions in determining the amounts to be recorded in the consolidated financial statements.

### (o) Future Accounting Standard Pronouncements

The following summarizes upcoming changes to *Public Sector Accounting Standards*. The Town will continue to assess the impact and prepare for the adoption of these standards.

*i) Financial Statement Presentations*

PS 1202, Financial Statement Presentation, sets out general and specific requirements for the presentation of information in general purpose financial statements. The financial statement principles are based on the concepts in the Conceptual Framework for Financial Reporting in the Public Sector. This standard is applicable to fiscal years beginning on or after April 1, 2026.

*ii) The Conceptual Framework for Financial Reporting*

The PSAB's framework replaces the conceptual aspects of PS 1000, Financial Statement Concepts, and PS 1100, Financial Statement Objectives. This standard is applicable to fiscal years beginning on or after April 1, 2026.

*iii) Employee Benefits*

PS 3251, Employee Benefits, replaces the existing PS 3250, Retirement Benefits, and PS 3255, Post-employment Benefits, Compensated Absences. This standard is applicable to fiscal years beginning on or after April 1, 2029.

*iV) Amendments to Tangible Capital Assets*

This standard change amends the existing PS 3150, Tangible Capital Assets, to increase comparability and transparency between public sector entities. This standard is applicable to fiscal years beginning on or after April 1, 2030.

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## 2. CASH AND CASH EQUIVALENTS

| | **2025** | 2024 |
|---|---|---|
| Cash | **$ 13,913,882** | $ 7,578,157 |
| Cash equivalents | **5,461,890** | 10,239,323 |
| | **$ 19,375,772** | $ 17,817,480 |

Temporary investments are short-term deposits with original maturities of three months or less bearing interest at a variable rate of 2.95%.

## 3. TAXES AND GRANTS IN PLACE OF TAXES RECEIVABLES

| | **2025** | 2024 |
|---|---|---|
| Taxes receivable | **$ 667,872** | $ 419,726 |
| Non-current taxes | **122,057** | 113,084 |
| | **$ 789,929** | $ 532,810 |

## 4. TRADE AND OTHER RECEIVABLES

| | **2025** | 2024 |
|---|---|---|
| Trade receivables | **$ 1,251,982** | $ 1,286,362 |
| Receivable from other governments | **656,672** | 1,316,846 |
| Goods and Services Tax recoverable | **260,256** | 228,963 |
| Accrued interest | **168,094** | 112,262 |
| Under levy receivables | **3,113** | 1,130 |
| Other accrued receivables | **-** | 152,135 |
| | **$ 2,340,117** | $ 3,097,698 |

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## 5. INVESTMENTS

| | 2025 | 2024 |
|---|---|---|
| Investments - amortized cost | **$ 7,787,249** | $ 9,034,895 |
| Investments - fair valued | **10,891,221** | 8,608,526 |
| | **$ 18,678,470** | $ 17,643,421 |

The composition of portfolio investments measured at amortized cost is as follows:

| | 2025 | | 2024 | |
|---|---|---|---|---|
| | **Carrying value** | **Market value** | Carrying value | Market value |
| Fixed income securities | **$ 7,469,840** | **$ 7,514,625** | $ 8,733,232 | $ 8,691,965 |
| Servus Credit Union shares | **317,409** | **317,409** | 301,663 | 301,663 |
| | **$ 7,787,249** | **$ 7,832,034** | $ 9,034,895 | $ 8,993,628 |

The fixed income securities have effective interest rates ranging from 1.77% to 5.67% per annum (2024 - 1.67% to 3.93%), maturing between June 2025 and February 2035 (2024 - July 2024 and January 2028).

The composition of portfolio investments measured at fair value is as follows:

| | 2025 | | | |
|---|---|---|---|---|
| | **Level 1** | **Level 2** | **Level 3** | **Total** |
| **Interest bearing securities** | | | | |
| Principal protected notes | **$ -** | **$ 10,891,221** | **$ -** | **$ 10,891,221** |

| | 2024 | | | |
|---|---|---|---|---|
| | **Level 1** | **Level 2** | **Level 3** | **Total** |
| **Interest bearing securities** | | | | |
| Principal protected notes | $ - | $ 8,608,526 | **$ -** | $ 8,608,526 |

The fair value measurements are those derived from:

**Level 1** - Quoted prices in active markets for identical assets.

**Level 2** - Fair value measurements are those derived from inputs other than quoted prices included within Level 1 that are observable for the assets, either directly (i.e. as prices) or indirectly (i.e. derived from prices).

**Level 3** - Fair value measurements are those derived from valuation techniques that include inputs for the assets that are not based on observable market data (i.e. unobservable inputs).

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## 6. CREDIT FACILITY

The Town has a revolving demand credit facility of $1,000,000. The credit facility bears interest at the bank's prime rate minus 0.25% (effective rate of 4.20%). As at December 31, 2025 there was no amount drawn under this facility (2024 - $NIL). The credit facility is secured under the general security agreement.

The Town has a credit card with a credit limit of $125,000. The credit facility does not bear interest as payments are withdrawn from the Town's bank accounts the first of each month. There was no amount drawn under this facility (2024 - $NIL). This facility is unsecured.

## 7. ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

| | **2025** | 2024 |
|---|---|---|
| Accounts payable and accrued liabilities | **$ 2,687,033** | $ 2,372,187 |
| Payable to other governments | **1,014,555** | 407,109 |
| Holdbacks payable | **775,587** | 636,007 |
| Lacombe emergency management partnership *(Note 17)* | **48,916** | 37,870 |
| Interest on long-term debt | **20,427** | 20,427 |
| | **$ 4,546,518** | $ 3,473,600 |

## 8. EMPLOYEE BENEFITS OBLIGATION

| | **2025** | 2024 |
|---|---|---|
| Accrued vacation payable | **$ 440,521** | $ 408,596 |
| Accrued sick leave benefit | **67,778** | 56,036 |
| Overtime payable | **1,542** | - |
| | **$ 509,841** | $ 464,632 |

The obligation is comprised of vacation, overtime, and sick time that employees have earned or are entitled to within the next budgetary year.

Vacation and overtime are governed by various employment agreements and Alberta Labour Standards. Overtime can be banked or paid out. Certain employees are allowed to bank up to 40 hours of overtime a year.

Sick time is accrued at a rate of one day per month to a maximum of 480 hours. The accrual is reduced when sick time is taken by the employee. Employees are only allowed to accrue up to 12 days per year to use as sick time and the accrual does not vest with the employee.

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## 9. DEFERRED REVENUE

Deferred revenue is comprised of the following amounts, which have been received from various third parties and are restricted to the eligible operating and capital projects as approved in the funding agreements for a specified purpose. These amounts are recognized as revenue in the period in which the related expenditures are incurred.

| | 2024 | Contributions received or receivable | Revenue Recognized | **2025** |
|---|---|---|---|---|
| Development Levies | $ 5,935,535 | $ 570,232 | $ (1,645,110) | **$ 4,860,657** |
| Local Growth and Sustainability Grant | - | 2,096,217 | (1,405,923) | **690,294** |
| Other | 335,422 | 384,945 | (306,863) | **413,504** |
| Canada Community Building Fund | 1,537,546 | 777,509 | (2,036,244) | **278,811** |
| Local Government Fiscal Framework | - | 1,533,423 | (1,468,446) | **64,977** |
| Other Federal/Provincial Grants | 15,034 | 532,065 | (530,526) | **16,573** |
| Municipal Sustainability Initiative | 214,190 | - | (214,190) | **-** |
| | 8,037,727 | 5,894,391 | (7,607,302) | **6,324,816** |

## 10. CONTAMINATED SITE

| | **2025** | 2024 |
|---|---|---|
| Balance, Beginning of Year | **$ 546,938** | $ 546,938 |
| Remediation | **(172,763)** | - |
| Expense recovery | **(374,175)** | - |
| Balance, End of Year | **$ -** | $ 546,938 |

The Town had previously accepted responsibility to remediate salt contamination from a former Town site. The initial liability estimated was based on environmental site assessments.

The Town has performed the required remediation work in the fiscal year ended December 31, 2025. Costs incurred by the Town to perform the remediation were less than the original site assessments which has resulted in an expense recovery being recorded in the consolidated statement of operations.

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## 11. LONG-TERM DEBT

| | 2025 | 2024 |
|---|---|---|
| Debenture debt | **$ 17,451,786** | $ 18,128,829 |
| Capital lease obligations | **253,339** | - |
| | **$ 17,705,125** | $ 18,128,829 |

Debenture debt is repayable to the Province of Alberta, bears interest at rates ranging from 2.29% to 3.14% per annum and matures in periods 2036 to 2045. Debenture debt is issued on credit and security of the Town at large.

Principal and interest repayments relating to debenture debt are due as follows:

| | Principal | Interest | Total |
|---|---|---|---|
| 2026 | $ 1,057,763 | $ 473,540 | $ 1,531,303 |
| 2027 | 1,088,484 | 442,820 | 1,531,304 |
| 2028 | 1,120,113 | 411,191 | 1,531,304 |
| 2029 | 1,152,677 | 378,626 | 1,531,303 |
| 2030 | 1,186,206 | 345,098 | 1,531,304 |
| Thereafter | 11,846,543 | 1,745,914 | 13,592,457 |
| | $ 17,451,786 | $ 3,797,189 | $ 21,248,975 |

Capital lease obligations are included in the long-term debt balances. The Town has entered into lease agreements to acquire vehicles which have been financed by a capital lease with Enterprise Fleet Management. The liability recorded under the capital leases represents the minimum lease payments payable net of imputed interest at average rates ranging from 2.66% to 3.47% per annum.

Principal and interest repayments relating to capital lease obligations are due as follows:

| | Principal | Interest | Total |
|---|---|---|---|
| 2026 | $ 45,890 | $ 14,030 | $ 59,920 |
| 2027 | 48,659 | 11,261 | 59,920 |
| 2028 | 51,653 | 8,267 | 59,920 |
| 2029 | 54,900 | 5,020 | 59,920 |
| 2030 | 52,237 | 1,541 | 53,778 |
| | $ 253,339 | $ 40,119 | $ 293,458 |

Interest on long-term debt amounted to $500,625 (2024 - $510,295). The Town's total cash payments for interest is $495,095 (2024 - $510,295).

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## 12. DEBT LIMITS

Section 276(2) of the *Municipal Government Act* requires that debt and debt limits, as defined by *Alberta Regulation 255/2000*, for the Municipality be disclosed as follows:

| | **2025** | 2024 |
|---|---|---|
| Total debt limit | **$ 47,531,937** | $ 44,918,606 |
| Total debt | **(17,705,125)** | (18,128,829) |
| Amount of debt limit unused | **$ 29,826,812** | $ 26,789,777 |
| Service on debt limit | **$ 7,921,990** | $ 7,486,434 |
| Service on debt | **(1,591,223)** | (1,172,138) |
| Amount of service on debt limit unused | **$ 6,330,767** | $ 6,314,296 |

The debt limit is calculated at 1.5 times revenue of the Town (as defined in *Alberta Regulation 255/2000*) and the debt service limit is calculated at 0.25 times such revenue. Incurring debt beyond these limits requires approval by the Minister of Municipal Affairs. These thresholds are guidelines used by Alberta Municipal Affairs to identify municipalities which could be at financial risk if further debt is acquired. The calculation taken alone does not represent the financial stability of the Town. Rather, the consolidated financial statements must be interpreted as a whole.

## 13. ASSET RETIREMENT OBLIGATION

The Town owns an Arena Ammonia Plant and the Town is legally required to perform activities for disposing of ammonia and decommissioning the plant when the asset is retired. The Town estimated asset retirement obligation using the undiscounted future cash flows expected to be incurred in the year 2061.

| | **2025** | 2024 |
|---|---|---|
| Balance, Beginning of Year | **$ 21,446** | $ 20,425 |
| Accretion expense | **885** | 1,021 |
| Remeasurement of asset retirement obligation | **(4,032)** | - |
| Balance, End of Year | **18,299** | 21,446 |

Asset retirement obligations have been measured using a present value technique. The present value calculated using estimated total undiscounted cash flows of $102,166 (2024 - $124,209), a discount rate of 5.08% (2024 - 5.00%), with retirement activities expected to be settled in 2061.

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## 14. ACCUMULATED SURPLUS

Accumulated surplus consists of restricted, unrestricted, accumulated remeasurement gain and loss, and equity in tangible capital assets amounts. Accumulated surplus is as follows:

| | | 2025 | 2024 |
|---|---|---|---|
| Unrestricted surplus | | **$ 6,291,950** | $ 6,749,653 |
| Equity in tangible capital assets | *(Note 15)* | **173,865,602** | 167,882,318 |
| | | **180,157,552** | 174,631,971 |
| Restricted surplus | | | |
| Equipment | | **11,148,298** | 8,238,905 |
| Water, Wastewater, and Solid Waste | | **9,984,631** | 6,494,673 |
| Protection services | | **1,900,531** | 929,153 |
| Inventory, Planning & Development, Information Systems | | **757,786** | 2,332,751 |
| Library | | **73,911** | 34,778 |
| F.C.S.S | | **6,000** | 14,900 |
| Streets | | **-** | 1,544,247 |
| Environment | | **-** | 75,000 |
| Cemetery | | **-** | 450 |
| Economic Development | | **-** | 8,000 |
| Parks and Recreation | | **(130,721)** | 526,827 |
| | | **23,740,436** | 20,199,684 |
| Accumulated surplus from operations | | **203,897,988** | 194,831,655 |
| Accumulated remeasurement gain (loss) | | **260,221** | 234,426 |
| | | **$204,158,209** | $195,066,081 |

## 15. EQUITY IN TANGIBLE CAPITAL ASSETS

| | | 2025 | 2024 |
|---|---|---|---|
| Tangible capital assets | (*Schedule 6*) | **$283,426,200** | $271,761,972 |
| Accumulated amortization | (*Schedule 6*) | **(91,837,174)** | (85,729,379) |
| Long-term debt | (*Note 11*) | **(17,705,125)** | (18,128,829) |
| Asset retirement obligation | (*Note 13*) | **(18,299)** | (21,446) |
| | | **$173,865,602** | $167,882,318 |

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## 16. FRANCHISE AND CONCESSION CONTRACTS

Disclosure of utility franchise agreement annual revenues as required by *Alberta Regulation 313/2000* is as follows:

| | **2025** | 2024 |
|---|---|---|
| Fortis Alberta | **$ 1,222,642** | $ 1,210,696 |
| ATCO Gas | **975,028** | 959,040 |
| | **$ 2,197,670** | $ 2,169,736 |

## 17. LACOMBE REGIONAL EMERGENCY MANAGEMENT PROGRAM

| | **2025** | 2024 |
|---|---|---|
| Funds held in trust | **$ 48,916** | $ 37,870 |

Lacombe regional emergency management program is a partnership between the Town of Blackfalds, Lacombe County, City of Lacombe, Town of Bentley, Town of Eckville, Village of Alix, Village of Clive, Summer Village of Birchcliff, Summer Village of Gull Lake, Summer Village of Half Moon Bay, and Summer Village of Sunbreaker Cove to develop a regional framework for emergency management within the region. The Town performs the bookkeeping services for this partnership and holds these funds in trust for the partnership.

## 18. CONTINGENCIES

The Town is a member of the North Red Deer Water Services Commission. Under the terms of membership, the Town is liable for its proportionate share of any claim losses in excess of the funds held by the exchange. Any liability incurred would be accounted for as a current transaction in the year the losses are determined.

The Town is a member of the Genesis Reciprocal Insurance Exchange and MUNIX. Under the terms of the membership, the Town of Blackfalds could become liable for its proportionate share of any claim losses in excess of the funds held by the exchange. Any liability incurred would be accounted for as a current transaction in the year the losses were determined.

From time to time, the Town may become involved in various legal disputes. It is not possible to estimate the outcome of these disputes; however, management believes that there will be no significant adverse effects on the financial position of the Town related to ongoing matters.

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## 19. CONTRACTUAL OBLIGATIONS

The Town has an agreement for waste management. As of January 2026 the rates are fixed at $7.34 (2024 - $12.33) per household per month, and $14.75 (2024 - $14.75) per service. These rates are increased annually by the Consumer Price Index as stated by Statistics Canada. The 2025 contract cost the Town $582,724 (2024 - $799,488).

The Town has an agreement with the North Red Deer Regional Wastewater Services Commission. As of January 2026 the agreement is fixed at a rate of $2.52 (2024 - $2.45) per cubic meter of water and $2.10 (2024 - $2.02) per cubic meter per wastewater. The 2025 contract cost the Town $1,688,486 (2024 - $1,527,433) for wastewater services and $2,237,487 (2024 - $1,955,968) for water services.

The Town has agreements to obtain electricity and natural gas services at variable rates. The total commitments are based on usage and therefore are not determinable.

The Town has an agreement with the Prairie Bus Lines Ltd. for transit services expiring on August 31, 2026 with an option to extend the agreement for a period of six months or one year. The Town owned vehicle cost per hour of service charged at $67.43 (2024 - $65.47) per hour and contractor owned vehicle cost per hour of service charged at $88.42 (2024 - $89.27) per hour. The 2025 contract cost the Town $251,510 (2024 - $241,665) .

## 20. LOCAL AUTHORITIES PENSION PLAN

Certain employees of the Town are eligible to be members of the Local Authorities Pension Plan (LAPP), a multi-employer pension plan which is covered by the Public Sector Pension Plans Act. The Plan serves about 317,000 people and over 453 employers. It is financed by employer and employee contributions and investment earnings of the LAPP Fund. The plan provides defined pension benefits to employees based on their length of service and rates of pay.

The Town is required to make current service contributions to the LAPP consisting of 8.45% (2024 - 8.45%) of pensionable earnings up to the year's maximum pensionable earnings ("YMPE") under the Canada Pension Plan ("CPP") and 11.65% (2024 - 11.65%) of the excess. Employees are required to make current service contributions of 7.45% (2024 -7.45%) of pensionable salary up to the YMPE and 10.65% (2024 -10.65%) of the excess. Contributions for current service are recorded as expenses in the year in which they become due.

Contributions for the year were:

| | **2025** | 2024 |
|---|---|---|
| Employer Contributions | **$ 639,472** | $ 580,400 |
| Employee Contributions | **565,868** | 518,500 |
| | **$ 1,205,340** | $ 1,098,900 |

At December 31, 2025, the LAPP disclosed an actuarial surplus of $19.56 billion (2024 - $15.06 billion).

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## 21. SEGMENTED INFORMATION

Segmented information has been identified based upon lines of service provided by the Town. Municipal services are provided by departments and their activities are reported by functional area in the body of the consolidated financial statements. Certain lines of service that have been separately disclosed in the segmented information, along with the services they provide, are as follows:

*(a) Protective Services*

Protective services is comprised of police, bylaw enforcement and fire protection. This service area is responsible for the overall safety of the public through various prevention and enforcement activities.

*(b) Transportation Services*

Transportation services is responsible for the delivery of municipal public works services related to the planning, development and maintenance of roadway systems, and the maintenance of street lighting.

*(c) Water and Wastewater Services*

Water and wastewater provides drinking water to the Town's citizens and collects wastewater. The Town contracts the cleaning of sewage to ensure the water system meets all provincial standards.

*(d) Waste Management*

Waste management provides solid waste disposal services to the Town's residents.

*(e) Planning and Development*

The planning department provides a number of services including town planning and enforcement of building and construction codes and review of all property development plans through its application process.

*(f) Recreation and Parks*

This service area maintains recreation infrastructure such as parks, arenas, aquatic centres and community centres as well as provides recreational programs and cultural programs at those locations.

*(g) Public Health and Welfare*

This service area provides and administers community support programs.

*(h) General Government*

This service area includes legislative and administrative support to all other service areas and also relates to the revenues and expenses that relate to the operations of the Town itself and cannot be directly attributed to a specific segment.

The accounting policies of the segments are the same as those described in the summary of significant accounting policies. In measuring and reporting segment revenue from transactions with other segments, inter-segment transfers have been eliminated. The revenues and expenses that are directly attributable to a particular segment are allocated to that segment. Taxation revenue has been allocated to general government except where specific tax revenues can be directly allocated to a service area.

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## 22. BUDGET

The budget figures presented in these consolidated financial statements are based on the budget approved by Council on November 26, 2024. The Town compiles a budget on a modified accrual basis while Public Sector Accounting Standards require a full accrual basis. The budget figures anticipated use of surpluses accumulated in previous years to fund current year operations and capital activities. The reconciliation below adjusts the annual surplus to align with the budget process. It should not be used as a replacement for the consolidated statement of operations and accumulated surplus. Users should note that this information may not be appropriate for their purposes.

| | 2025 (Budget) | **2025 (Actual)** | 2024 (Actual) |
|---|---|---|---|
| Annual surplus | 3,384,648 | **9,066,333** | 4,796,685 |
| Amortization expense | - | **6,412,921** | 6,482,067 |
| Accretion expense | - | **885** | 1,021 |
| Net transfers (to) from reserves | (2,707,604) | **(3,540,752)** | (1,682,480) |
| Acquisition of tangible capital assets | - | **(11,584,305)** | (8,323,720) |
| Loss (gain) on disposal of tangible capital assets | - | **-** | (467,460) |
| Contributed assets | - | **(437,000)** | - |
| Principal debt repayments | (677,044) | **(423,704)** | (637,863) |
| | (3,384,648) | **(9,571,955)** | (4,628,435) |
| Operating surplus (deficit) | $ - | **$ (505,622)** | $ 168,250 |

## 23. FINANCIAL RISK MANAGEMENT

The Town's financial instruments include cash and cash equivalents, taxes and grants in place of taxes, trade and other accounts receivable, investments, accounts payable and accrued liabilities, and long-term debt. It is management's opinion that the Town is not exposed to significant liquidity or market risks including, interest, currency, or other price risk arising from these financial instruments.

The Town is exposed to credit risk from its financial instruments. This note describes the Town's objectives, policies, and processes for managing those risks and the methods used to measure them. Further qualitative and quantitative information in respect of these risks is presented below and throughout these financial statements.

Credit risk

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge an obligation. The Town is exposed to credit risk through its cash, accounts receivable, taxes receivable, and investments.

The Town manages its credit risk by credit approval process and holding cash at regulated banks credit unions. The maximum exposure to credit risk at the financial statement date is the carrying value of its cash and accounts receivable. Based on this knowledge, credit risk of cash is assessed as low.

*(Continues)*



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## 23. FINANCIAL RISK MANAGEMENT (CONTINUED)

The Town manages exposure to credit risk for portfolio investments by ensuring adequate diversification and by maintaining its investments in multiple banks and are in compliance with Town Investment Regulations. As a result, the Town has reduced exposure to market or value risk. The maximum exposure to credit risk on portfolio investments is outlined in Note 5.

Credit risk arises from the possibility that taxpayers and entities to which the Town provides services may experience financial difficulty and be unable to fulfil their obligations. The large number of diversity of taxpayers and customers minimizes the credit risk. Management has established a provision for receivables and assesses it annually to address any new concerns that may arise

## 24. SALARY AND BENEFITS DISCLOSURE

Disclosure of salaries and benefits for elected municipal officials and the chief administrative officer as required by *Alberta Regulation 313/2000* is as follows:

| | Salary[1] | Benefits[2] | **2025** | 2024 |
|---|---|---|---|---|
| Mayor Hoover[4] | $ 62,955 | $ 9,554 | **$ 72,509** | $ 84,304 |
| Mayor Svab[5] | 44,837 | 9,665 | **54,502** | 35,586 |
| Councillor Sands | 35,842 | 8,477 | **44,319** | 39,576 |
| Councillor Dennis | 34,897 | 7,901 | **42,798** | 38,699 |
| Councillor Appel[4] | 29,373 | 7,183 | **36,556** | 42,225 |
| Councillor Coulter[4] | 28,488 | 3,564 | **32,052** | 36,247 |
| Councillor Twerdoclib | 8,970 | 1,474 | **10,444** | - |
| Councillor Hoyte | 8,160 | 1,918 | **10,078** | - |
| Councillor Brown | 7,935 | 1,401 | **9,336** | - |
| Councillor Hanson | 6,885 | 1,327 | **8,212** | - |
| Councillor Stendie | - | - | **-** | 6,727 |
| | 268,342 | 52,464 | **320,806** | 283,364 |
| Chief Administrative Officer | 217,807 | 36,952 | **254,759** | 292,362 |
| Designated Officer[3] | 67,549 | - | **67,549** | 60,000 |
| | 285,356 | 36,952 | **322,308** | 352,362 |

(1) Salary includes regular base pay, bonuses, lump sum payments, honoraria, and any other direct cash remuneration, including vacation and severance payments.

(2) Benefits include the employer's share of all employee benefits and contributions or payments including pension, health care, dental coverage, vision coverage, group life insurance, accidental disability and dismemberment insurance, long-term and short-term disability plans, professional membership dues, and tuition.

(3) Designated officers include the Town's third party assessor.

(4) Former elected members of Town council who received salaries and benefits in the year.

(5) Salary and benefits include pay received for duties performed as a Councillor prior to being elected as the Mayor in the fiscal year.

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## 25. APPROVAL OF THE CONSOLIDATED FINANCIAL STATEMENTS

Council and Management have approved these consolidated financial statements on April 28, 2026.

## 26. COMPARATIVE FIGURES

Certain comparative figures have been reclassified to conform with the current year's consolidated financial statement presentation.

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**MEETING DATE:** April 28, 2026

**PREPARED BY:** Ken Morrison Director of Emergency Management & Protective Services

**PRESENTED BY:** Ken Morrison Director of Emergency Management & Protective Services

**SUBJECT:** **Bylaw 1335.25 - Animal Control Bylaw**

## BACKGROUND

Council gave first reading to Animal Control Bylaw 1335.25 on June 10, 2025, Regular Meeting of Council.

The original Bylaw was adopted in 2014 and required several changes. Changes to the Bylaw included updated definitions, licensing provisions, new sections for both Guide and Service Dogs and Animal in Distress. In addition to these changes, the penalties schedule was updated to increase certain penalties.

"Running at Large" definition was discussed and a question was raised on whether the definition of factored in when a dog was on a leash and not under control by the owner, if it could still be considered "Running at Large".

A decision was made to refer the Draft Bylaw to Legal Counsel for their review in its entirety.

Based on the legal review, the following changes have been made to Bylaw 1335.25.

**Definitions**

- Removal of Animal as a definition.

  Animal was used to define cat and dog. Based on the advice from legal counsel it was noted that it is very confusing to define Animal as only a Cat or Dog and recommended that it be removed and instead use Cat and Dog and define them. Based on this, Animal has either been replaced with Cat or Dog throughout the bylaw.

- Updated definition of Dangerous Dog.

- Emotional Support Animal definition removed
  Emotional Support Dog was not included in the bylaw, so Legal recommended that it be removed.

- Former Owner definition removed
  Legal advised that if a term is only used once in a bylaw that a definition is not required.

- Licence Inspector definition was added.

- Residential Kennel definition was deleted as it was only used once in the bylaw.

- Owner definition was updated to reflect the noted changes in definitions to include cat and dog and updates to dangerous dogs.

- Review Committee definition was added.

**Dangerous Dog Licensing**

- New Section

**Dangerous Dog Declaration**

- New section

**Review of Dangerous Dog Declaration**

- New section

**Part 17**

- Changed from Animal in Distress to Cat or Dog in Distress.

**Updated Schedules**

- Schedules updated to reflect the applicable changes referenced throughout this report.
- Removal of fines for failing to have a kennel in Schedule “D”.

In addition to the noted changes above, formatting and numbering were updated to reflect the changes and new sections, and minor grammatical and spelling edits were made.

On **February 17, 2026**, Animal Control Bylaw 1335.25 was brought before Standing Committee of Council, with recommended amendments.

Councillor Brown moved that Standing Committee of Council recommend that Bylaw 1335.25 proceed to a future Regular Meeting of Council, with amendments arising from the legal review adopted at Second or Third Reading as required, the motion was carried unanimously.

## DISCUSSION

Administration is recommending that Council give Second and Third reading to the Animal Control Bylaw as presented.

## FINANCIAL IMPLICATIONS

Some minor costs will be associated with the posting of the “no pets” signage at the entrance of facilities, as they will need to be updated with the new Bylaw number.

## ADMINISTRATIVE RECOMMENDATION

That Council consider the following motions:

1. That Council give Second Reading to Bylaw 1335.25 - Animal Control Bylaw.

   *Prior to voting on Second Reading, Administration recommends the following amendment.*

2. That Bylaw 1335.25, Animal Control Bylaw, be amended to remove fines for failing to have a Kennel in Schedule "D".

3. That Council give Second Reading to Bylaw 1335.25 - Animal Control Bylaw, as amended.

4. That Council give Third Reading to Bylaw 1335.25 - Animal Control Bylaw, as presented.

## ALTERNATIVES

a) That Council refer Bylaw 1335.25 - Animal Control Bylaw back to Administration for more information or amendments.

## ATTACHMENTS

- *Draft Bylaw 1335.25 Animal Control Bylaw - Clean*
- *Draft Bylaw 1335.25 Animal Control Bylaw – Tracked Changes*
- *Bylaw 1181/14 Animal Control Bylaw*
- *Bylaw 1287/23 Animal Control Amendment 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 THE LICENSING, REGULATION AND CONTROL OF ANIMALS AND LIVESTOCK.**

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 of the Revised Statutes of Alberta, 2000 and amendments thereto, for the purpose of providing for the licensing, regulation and control of animals and livestock.

**WHEREAS**, pursuant to the *Municipal Government Act*, RSA 2000, Chapter M-26 and amendments thereto, provides that a Council may pass Bylaw for municipal purposes respecting the safety, health and welfare of people and the protection of people and property, wild and domestic animals and activities in relation to them, and the regulation and licensing thereof;

**AND WHEREAS**, the Council of the Town of Blackfalds deems it advisable to pass a Bylaw for the licensing, regulation and control of animals and livestock within the Town of Blackfalds;

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

## PART 1 – TITLE

1.1 This Bylaw shall be cited as the "**Animal Control Bylaw**".

1.2 The following Schedules shall form part of this Bylaw:

1.2.1 Schedule "A" - Licence Fees
1.2.2 Schedule "B" - Guard Dog Signage
1.2.3 Schedule "C" - Dangerous Dog Signage
1.2.4 Schedule "D" - Specified Penalties
1.2.5 Schedule "E" - Conditions and Procedures to Rent a Cat/Skunk Trap

## PART 2 – DEFINITIONS

2.1 In this Bylaw:

(a) **"Altered"** means a Cat or Dog that is spayed or neutered.

(b) **"Animal Control Officer"** means a person employed under the contract between the Town and its Contractor to enforce the provisions of this Bylaw.

(c) **"Cat"** means a male or female of the feline family.

(d) **"Contractor"** means a person employed or under contract by the Town to enforce the provisions of this Bylaw and maintain and administer an impound facility for Cats and Dogs.

(e) **"Dangerous Dog"** means any Dog, of any age, that has been:

(i) declared as a Dangerous Dog in accordance with Part 5 of this Bylaw;
(ii) declared as a Dangerous Dog by a Justice according to Section 21.1 of this Bylaw; or
(iii) made the subject of an Order under the *Dangerous Dog Act*.

(f) **"Disabled Person"** means a person who has any degree of disability, except blindness or visual impairment, and is dependent on a Service Dog.

(g) **"Distress"** for the purpose of this Bylaw means a cat or dog that is:

(i) deprived of adequate shelter, ventilation, space, food, water or veterinary care or reasonable protection from excessive heat or cold;
(ii) injured, sick, in pain or suffering; or
(iii) abused or subjected to undue hardship, deprivation or neglect.

(h) **"Dog"** means a male or female of the canine family.

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(i) **"Exotic Animal"** means an animal not indigenous to Canada and not commonly kept as a household pet in Canada, whether or not such animal is a "Wild Animal".

(j) **"Guard Dog"** means a Dog that is trained and used for the prevention of unlawful entry of a business premise, in any commercial or industrial area.

(k) **"Guide Dog"** means a Dog trained to assist a blind person and having the qualifications prescribed by the *Blind Persons' Rights Act* and the regulations made thereunder.

(l) **"Justice"** means as defined in the *Provincial Offences and Procedure Act*, RSA, 2000, c. P-34, and amendments thereto.

(m) **"Leash"** means a restraint that is less than two meters in length and made of material capable of restraining the Cat or Dog on which it is being used.

(n) **"Licence"** means a Licence issued by the Town to an Owner of a Cat, Dog, Guard Dog or Dangerous Dog upon payment of the required fee for each Cat, Dog, Guard Dog or Dangerous Dog they own, and which is assigned a number recorded by the Town.

(o) "**Licence Inspector**" means a Community Peace Officer employed by the Town of Blackfalds and the Animal Control Contractor for the Town of Blackfalds.

(p) **"Livestock"** includes, but is not limited to:

(i) a horse, mule, ass, swine, emu, ostrich, camel, llama, alpaca, sheep, or goat;
(ii) domestically reared or kept deer, reindeer, moose, elk or bison;
(iii) fur bearing animals, including fox, coyote, wolf, weasels, or mink;
(iv) animals of the bovine species;
(v) animals of the avian species, including non-licensed chickens, ducks, turkeys, geese, or pheasants;
(vi) bees; and
(vii) all other animals normally kept for agricultural purposes.

(q) **"Minor Injury"** means any physical injury to a person or to a domestic animal caused by a Cat, Dog, Guard Dog or Dangerous Dog, that results in minor bruising, small puncture, scratch or mark of the skin, bleeding, or any other injury that is not life threatening, disfiguring or debilitating.

(r) **"Municipal Ticket"** means a municipal ticket issued on behalf of the Town for a violation under this Bylaw.

(s) **"Muzzle"** means a device of sufficient strength placed over a Cat, Dog or Dangerous Dog's mouth to prevent it from biting.

(t) **"Officer"** includes an Animal Control Officer, a Bylaw Enforcement Officer, a Peace Officer, a Special Constable and a member of the Royal Canadian Mounted Police.

(u) **"Off Leash Area"** shall mean an area designated by the Town where a Dog is not required to be controlled by a leash.

(v) **"Owner"** includes any person, partnership, association, or corporation:

(i) owning, possessing, having charge or control of, any Cat, Dog, Guard Dog, Dangerous Dog or any other animal, excluding any person who has found an animal and taken control of it for the purpose of locating its Owner or turning it over to the Town;
(ii) harbouring any Cat, Dog, Guard Dog, Dangerous Dog or any other animal;
(iii) In possession or control of the property where a Cat, Dog, Guard Dog or Dangerous Dog appears to reside, either temporarily or permanently; and
(iv) any person named as an owner on a Licence for a Cat, Dog, Guard Dog or Dangerous Dog that has been issued under this Bylaw.

For the purposes of this Bylaw, a Cat or Dog can have more than one Owner at the same time, any, or all, who may be charged with offences under this Bylaw.

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(w) **"Park"** or **"Parkland"** means a use where public land is specifically designed or reserved for the public for active or passive recreation, or for educational, cultural, or aesthetic purposes, and includes natural areas and landscaped areas.

(x) **"Pen"** means a structure capable of preventing the escape of an Aggressive Dog and preventing the entry of any person not in control of the Aggressive Dog.

(y) **"Police Service Dog"** means any Dog that is used by a police service for law enforcement purposes.

(z) **"Review Committee"** is a committee consisting of the Chief Administrative Officer, as well as the Director of Emergency Management & Protective Services, who will review the declaration of a Dangerous Dog.

(aa) **"Running at Large"** means any Cat, Dog or Guard Dog off the premises of the Owner and not on a Leash held by a person who is able to control the Cat, Dog or Guard Dog.

(bb) "**Service Dog"** means a Dog trained as a guide for an individual with visible or non-visible disabilities and having the qualifications prescribed by the Service Dogs Qualifications Regulations.

(cc) **"Severe injury"** means any physical injury to a person, or to a domestic animal caused by a Cat, Dog, Guard Dog or Dangerous Dog, that results in significant bruising, a deep puncture, more than one puncture or laceration, a laceration requiring sutures or cosmetic surgery, broken bones or other injury which is severe in nature.

(dd) **"Tag"** means a current metal, or other, tag issued by the Town to an Owner for each Cat, Dog, Guard Dog, or Dangerous Dog they own and a number recorded with the Owner's name.

(ee) **"Threatening Behaviour"** means behaviour that creates a reasonable apprehension or a threat of harm and may include barking, growling, lunging, snarling, charging or chasing.

(ff) **"Town"** means the Town of Blackfalds.

(gg) **"Unaltered"** means not spayed or neutered.

(hh) **"Wild Animal"** means an animal that is not domestic and of a wild nature or disposition.

## PART 3 – LICENCING PROVISIONS AND OFFENCES

3.1 Every person who owns, keeps or harbours a Cat, Dog or Guard Dog that is three (3) months of age, within 30 days of becoming the Owner, must obtain a Licence for each such animal.

3.2 Upon the payment of the initial licensing fee for each Cat, Dog, or Guard Dog, the Owner will be provided with a Licence and a Tag.

3.3 A Licence will be valid until the end of the calendar year in which the Licence was purchased, at which time the Owner will be responsible to renew the Licence and pay the applicable fee set out in Schedule "A".

3.4 Where a Licence is required and has been paid for by the tender of an uncertified cheque, the Licence is automatically revoked if the cheque is not accepted and cashed by the bank on which it was issued.

3.5 Whenever a Cat, Dog, Guard Dog, or Dangerous Dog is off the Owner's property, the Tag shall be securely attached to a collar, which shall be worn by the Cat, Dog, Guard Dog, or Dangerous Dog, for which it is issued.

3.6 If a Tag is lost or destroyed, the Owner shall apply for a replacement, which shall be issued upon payment of the fee set out in Schedule "A".

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3.7 Once a Licence or Tag is issued by the Town, it is not transferable to any other Cat or Dog, and no refund will be made for any issued Licence or Tag.

3.8 Every person who fails to purchase or renew a Licence for any Cat, Dog or Guard Dog they own, on or before the 31st day of January in any year, shall be guilty of an offence and subject to the penalties as provided for in Schedule "D" of this Bylaw.

3.9 A Licence shall be issued free of charge to any Owner of a Guide Dog, a Service Dog or a Police Service Dog.

## PART 4 - DANGEROUS DOG LICENSING

4.1 The Owner of a Dangerous Dog shall apply for a Dangerous Dog Licence and Tag immediately upon becoming the Owner of a Dangerous Dog, or within the timeframe specified by the Licencing Inspector, after the Dog has been declared a Dangerous Dog, whichever occurs first. A Dangerous Dog Licence must be renewed, and payment of the applicable fee (set out in Schedule "A") must be made prior to January 31 of each subsequent year.

4.2 A Dangerous Dog Licence and Tag shall be issued to the Owner of a Dangerous Dog provided that the Owner has:

(a) completed a Licence application in the form specified by the Town;

(b) paid the applicable fee set out in Schedule "A";

(c) supplied proof satisfactory to the Town that the Owner has a locked Pen or enclosure on the Owner's property that can prevent the entry of any person except the Owner.

## PART 5 - DANGEROUS DOG DECLARATION

5.1 The Licencing Inspector may declare a Dog to be a Dangerous Dog if the Licencing Inspector has reasonable grounds after investigation to believe that the Dog:

(a) has a documented history of threatening, attacking, chasing or biting people or other animals;

(b) has inflicted a Severe Injury upon a person or another animal;

(c) has been the subject of an order or direction of a Justice pursuant to the *Dangerous Dogs Act*; or

(d) has caused, or is likely to cause, damage, injury or death to a person or another domestic animal.

5.2 Where the Licensing Inspector declares a Dog to be a Dangerous Dog, the Licensing Inspector shall:

(a) cause the Owner of the Dog to be served with a written notice that the Dog has been declared to be a Dangerous Dog;

(b) direct the Owner to keep the Dangerous Dog in accordance with the provisions of Section 7, and provide the Owner with a time limit for compliance with the provisions of Section 7.1 (a),(b) and (c); and

(c) Inform the Owner that, if the Dangerous Dog is not kept in accordance with the provisions of Section 7, the Owner may be fined and subject to enforcement action pursuant to this Bylaw.

5.3 A Dangerous Dog declaration continues to apply if the Dangerous Dog is sold, gifted or transferred.

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## PART 6 – REVIEW OF DANGEROUS DOG DECLARATION

6.1 When a Dog has been declared to be a Dangerous Dog, the Owner may, within fourteen (14) days after the date the written notice of the declaration is received, and upon payment of the fees set out in Bylaw 1335.25, request in writing that the declaration be reviewed by the Review Committee. The Review Committee is not obligated to conduct an oral hearing and may conduct the review based on written material provided by the Licensing Inspector and the Owner of the Dangerous Dog.

6.2 Upon conducting the review, the Review Committee may revoke or confirm the Dangerous Dog declaration.

(a) The decision of the Review Committee shall be provided to the Owner in writing, with reasons, within fourteen (14) days of the Review Committee conducting the review and the Owner may be served with the decision personally or by email, if the Owner has provided their email address.

## PART 7 - REQUIREMENTS OF AN OWNER OF A DANGEROUS DOG

7.1 Immediately upon becoming the Owner of a Dangerous Dog, or within the timeframe specified by the Licensing Inspector after a Dog has been declared a Dangerous Dog, whichever occurs first, an Owner of a Dangerous Dog shall:

(a) apply for a Dangerous Dog Licence and follow the applicable provisions set out in Part 3 and Part 4, which includes paying the applicable fee for a Dangerous Dog Licence as set out in Schedule "A"*;*

(b) post signs at all entrances to the property as set out in Schedule "C";

(c) provide proof of a policy of liability insurance in a form satisfactory to the Town, providing third party liability coverage in a minimum amount of one million ($1,000,000.00) dollars for injuries caused by the Dangerous Dog and maintain such insurance until ceasing to be the Owner of the Dangerous Dog;

(d) Muzzle and secure the Dangerous Dog with a restraining device held by a person over the age of 18 who is capable of controlling the Dangerous Dog whenever it is off the property of the Owner;

(e) confine the Dangerous Dog within a secure enclosure if the Dangerous Dog is outdoors on the Owner's property and not supervised by a person over the age of 18; and

(f) immediately notify an Officer or the Town if the Dangerous Dog is off the Owner's property without a Muzzle and without a restraining device held by a person.

7.2 The Owner of a Dangerous Dog shall immediately notify the Town should the policy of liability insurance expire, be cancelled, or terminated and upon the occurrence of such an event, the Dangerous Dog Licence shall be null and void unless the Town receives written proof that a new insurance policy has been secured, meeting the requirements of Section 7.1(c) within fifteen (15) days of the expiry, cancellation, or termination of the original policy of liability insurance.

## PART 8 - GENERAL OFFENCES

8.1 The Owner of a Cat or Dog is guilty of an offence if such Cat or Dog:

(a) is Running at Large;

(b) is on Park or Parkland where Cats or Dogs are prohibited by signs or where the Park or Parkland contains playground apparatus and/or sand, rubber, or other materials utilized as a play area, unless the Dog is a Guide Dog or a Service Dog;

(c) destroys or damages any public or private property.

8.2 The Owner of a Cat is guilty of an offence if the Cat defecates or sprays on property other than the Owner's or the Cat stalks birds on property other than the Owner's.

8.3 The Owner of a female Cat, Dog, Guard Dog or Dangerous Dog is guilty of an offence if the Owner does not keep such Cat, Dog or Dangerous Dog housed and confined during the whole period it is in heat.

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8.4 The Owner of a Dog, Guard Dog or Dangerous Dog is guilty of an offence if such Dog barks or howls so as to disturb a person.

8.5 The Owner of a Cat or Dog, Guard Dog or Dangerous Dog is guilty of an offence if the Cat, Dog, Guard Dog or Dangerous Dog defecates on any public or private property not owned or occupied by the Owner and the Owner fails to immediately remove the defecation.

8.6 Any person who owns or occupies a dwelling (as defined in the Land Use Bylaw), is guilty of an offence if he or she has more than three (3) Dogs on any land which contains a dwelling.

8.7 Any person who owns or occupies a dwelling (as defined in the Land Use Bylaw), is guilty of an offence if they have more than three (3) Cats on any land which contains a dwelling.

8.8 Sections 8.5 and 8.6 do not apply to a premises lawfully used for the care and treatment of animals operated by a Licenced veterinarian or a person in possession of a development permit to operate a Kennel or cattery as authorized by the Land Use Bylaw.

8.9 The Owner of a Cat, Dog, Guard Dog or Dangerous Dog is guilty of an offence if they allow the defecation of such animals to accumulate on private property to such an extent that it is likely to annoy people or constitute a nuisance due to odour or unsightliness.

8.10 A person is guilty of an offence if such person springs, or otherwise tampers with or damages, a live trap in which animals are to be trapped, or have been trapped, to allow any animal to escape from the trap.

8.11 Any Owner of a Cat or Dog who has a Cat or Dog in the Town for a period longer than 30 days in a calendar year is required to have a current Licence from the Town unless the Owner is visiting and the Cat or Dog is licenced in another municipality.

8.12 A person is guilty of an offence if they exercise a Cat, Dog, Guard Dog or Dangerous Dog while driving in a motor vehicle.

8.13 The Owner of a Dog is guilty of an offence if they fail to carry a Leash while with a Dog in an Off Leash Area.

8.14 The Owner of a Cat, Dog, Guard Dog or Dangerous Dog is guilty of an offence if they fail to ensure the Cat, Dog, Guard Dog or Dangerous Dog wears a collar and Tag when the Cat, Dog, Guard Dog or Dangerous Dog is off the Owner’s property.

8.15 The Owner of a Dog is guilty of an offence if the Dog is in an Off Leash Area and exhibits threatening behaviour towards any other domestic animal or a person and the Owner fails to remove the Dog immediately from the Off Leash Area.

8.16 No person shall keep or harbour:

(a) Any Exotic Animal, including a venomous snake, reptile, insect or spider;

(b) Any Wild Animal;

(c) Any Livestock, unless the property is zoned as an Agriculture District in the Land Use Bylaw and has been approved for such use by the Development Officer and/or Municipal Planning Commission.

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## PART 9 - THREATEN, ATTACK OR BITE OFFENCES

9.1 The Owner of a Cat, Dog or Guard Dog is guilty of an offence if such animal:

(a) exhibits Threatening Behaviour towards a person or other domestic animal;

(b) bites, attacks or causes Minor Injury to a domestic animal;

(c) bites, attacks or causes Minor Injury to a person;

(d) bites, attacks or causes Severe Injury to a domestic animal;

(e) causes death to a domestic animal;

(f) bites, attacks or causes Severe Injury or death to a person.

9.2 The Owner of a Dangerous Dog is guilty of an offence if such Dangerous Dog:

(a) exhibits Threatening Behaviour towards a person or other domestic animal;

(b) bites, attacks or causes Minor Injury to a domestic animal;

(c) bites, attacks or causes Minor Injury to a person;

(d) bites, attacks or causes Severe Injury to a domestic animal;

(e) causes death to a domestic animal;

(f) bites, attacks or causes Severe Injury or death to a person.

## PART 10 - OFFENCES APPLICABLE ONLY TO GUARD DOGS

10.1 The Owner of a Guard Dog is guilty of an offence if:

(a) Such Guard Dog is Running at Large;

(b) Such Guard Dog is outdoors on the Owner's property and is not confined in a securely enclosed fenced area, with the fence being at least six (6) feet in height, constructed to prevent the escape of the Guard Dog and capable of preventing the entry of unauthorized persons;

(c) The Owner fails to display signs as specified in Schedule "B" of this Bylaw on the perimeter of the fence, warning of the presence of a Guard Dog;

(d) The Owner harbours a Guard Dog in any area outside of a commercial or industrial district as identified in the Land Use Bylaw.

## PART 12 - OFFENCES APPLICABLE ONLY TO DANGEROUS DOGS

12.1 The Owner of a Dangerous Dog is guilty of an offence if:

(a) such Dangerous Dog is off the Owner's property and is not wearing a Muzzle and is not secured with a restraining device held by a person who is capable of controlling the Dangerous Dog;

(b) such Dangerous Dog is outdoors on the Owner's property and is not supervised by a person over the age of 18 or is not in a locked Pen or enclosure capable of preventing the entry of any person except the Owner;

(c) the Owner fails to display at each entrance to the Owner's property and on the locked Pen or structure in which the Dangerous Dog is confined, clear and visible signs, as specified in Schedule "C" of this Bylaw, warning of the presence of a Dangerous Dog on the Owner's property;

(d) such Dangerous Dog is in a designated Off Leash Area;

(e) the Owner fails to immediately notify the Town or an Officer if such Dangerous Dog is has escaped from the Owner's property and is not muzzled or secured with a restraining device; and

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(f) the Owner fails to maintain liability insurance as required by Section 7.1(c).

## PART 13 - INTERFERENCE WITH AN OFFICER

13.1 Any person, whether or not they are the Owner of an animal which is being, or has been, pursued and or captured, is guilty of an offence if such person:

(a) interferes with, or attempts to obstruct, an Officer who is attempting to capture, or who has captured, any animal;

(b) unlocks or unlatches or otherwise opens the vehicle in which animals captured for impoundment have been placed, so as to allow, or attempt to allow, any animal to escape therefrom; or

(c) removes, or attempts to remove, any animal from the possession of an Officer.

13.2 Any person who:

(a) refuses to provide identification (name, address, and date of birth) and proof thereof to an Officer upon request; or

(b) provides false or misleading information to an Officer;

(c) is guilty of an offence.

## PART 14 - GUIDE DOGS AND SERVICE DOGS

14.1 Guide Dogs and Service Dogs are allowed to accompany a visually impaired Person or a Disabled Person, as set out in the *Blind Persons' Rights Act* and the *Service Dogs Act*, in all public places if:

(a) the Owner maintains control over the Dog through voice, signal, physical restraint, or other effective controls; and

(b) the Dog is being used as a working Dog.

## PART 15 - IMPOUNDING ANIMALS

15.1 Any Officer or Contractor may seize and impound:

(a) any Cat, Dog, Guard Dog or Dangerous Dog found Running at Large;

(b) any Cat, Dog, Guard Dog or Dangerous Dog not wearing a collar or Tag while off the premises of the Owner;

(c) any Cat or Dog found on Park or Parkland not under the direct control of the Owner;

(d) any female Cat, Dog, Guard Dog or Dangerous Dog in heat that is not confined or housed.

15.2 Upon receiving a Cat, Dog, Guard Dog or Dangerous Dog for impound, an Officer, Contractor, or its staff, shall make reasonable efforts to identify and contact the Owner of the Cat, Dog, Guard Dog or Dangerous Dog.

15.3 An Officer may enter upon privately owned property, other than a dwelling house, for the purposes of enforcing provisions of this Bylaw.

15.4 An Animal Control Officer is hereby authorized to use live traps, nets or any other similar means to effect capture of Cats, Dogs, Guard Dogs or Dangerous Dogs. The Contractor shall not sell, euthanize or otherwise dispose of any impounded Cat, Dog, Guard Dog or Dangerous Dog until such Cat, Dog, Guard Dog or Dangerous Dog is retained by the Contractor's impound facility for 72 hours, not including the day of impounding, Sundays or statutory holidays. After the expiration of 72 hours, if the Owner has not claimed the impounded Cat, Dog, Guard Dog or Dangerous Dog, it becomes the property of the Contractor.

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15.5 The Contractor may retain a Cat, Dog, Guard Dog or Dangerous Dog for a period longer than 72 hours if, in the opinion of the Contractor, the circumstances warrant the expense or the Contractor has reasonable grounds to believe that the Cat, Dog, Guard Dog or Dangerous Dog is a continued danger to persons, animals, or property.

15.6 Any healthy Cat, Dog, Guard Dog or Dangerous Dog may be returned to its Owner during the 72-hour period of impoundment upon payment to the Contractor the costs of impoundment and boarding (as specified in the contract between the Town and the Contractor). The Contractor may also collect the applicable Licence fee on behalf of the Town if the Cat, Dog, Guard Dog or Dangerous Dog is not licenced at the time of impoundment.

15.7 Any person claiming an impounded Cat, Dog, Guard Dog or Dangerous Dog must present government issued identification to the Contractor or its staff.

15.8 Where an impounded Cat, Dog, Guard Dog or Dangerous Dog has not been claimed by an Owner within seventy-two (72) hours of impoundment, the Contractor is deemed to be the Owner and is authorized to sell, euthanize, or otherwise dispose of any impounded Cat, Dog, Guard Dog or Dangerous Dog.

## PART 16 - FULL RIGHT AND TITLE

16.1 The purchaser of a Cat, Dog, Guard Dog, or Dangerous Dog from the Contractor pursuant to the provisions of this Bylaw shall obtain full right and title to it, and the right and title of the person who owned the Cat, Dog, Guard Dog or Dangerous Dog at the time it was impounded shall cease upon the purchase of the Cat, Dog, Guard Dog or Dangerous Dog from the Contractor.

## PART 17 - CAT OR DOG IN DISTRESS

17.1 No person shall in any way permit a Cat, Dog, Guard Dog or Dangerous Dog to be in distress by:

(a) causing any unnecessary physical pain to it;

(b) neglecting to provide food, potable water, care or shelter as is necessary to maintain its good health;

(c) neglecting to provide necessary treatment for a Cat, Dog, Guard Dog, or Dangerous Dog, suffering from disease or injury;

(d) harassing or tormenting it.

17.2 If a Cat, Dog, Guard Dog, or Dangerous Dog is in distress, and:

(a) The Owner does not forthwith take steps to relieve its distress; or

(b) The Owner cannot be found immediately and informed of its distress, an Officer may take any action they consider necessary to relieve the Cat, Dog, Guard Dog or Dangerous Dog's distress, including taking custody of it pursuant to the provisions of the *Animal Protection Act.*

## PART 18 - MUNICIPAL TICKETS AND VIOLATION TICKETS

18.1 Where an Officer has reasonable grounds to believe that a person has contravened any provision of this Bylaw:

(a) They may serve the person with a Municipal Ticket allowing payment of the specified fine as set out in Schedule "D" of this Bylaw, which payment will be accepted by the Town, or the Contractor on behalf of the Town, in lieu of prosecution for the offence if paid within 21 days of the date of service: or

(b) They may issue and serve a violation ticket in accordance with the *Provincial Offences Procedure Act*, R.S.A. 2000, c. P-34 and amendments thereto, allowing a voluntary payment or requiring a person to appear in court, without the alternative of making a voluntary payment.

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18.2 An Officer may, but is not required to, issue a Municipal Ticket before issuing a violation ticket under the *Provincial Offences Procedure Act*.

18.3 A Municipal Ticket shall be deemed to be sufficiently served if:

(a) Served personally on the Owner of the Cat, Dog, Guard Dog or Dangerous Dog, or delivered to the Owner's residence; or

(b) Mailed to the address of the Owner of the Cat, Dog, Guard Dog or Dangerous Dog.

18.4 Penalties for a second, third and subsequent offences will be applicable, where those offences occur within one (1) year of the first offence.

**PART 19 - CONTINUING OFFENCES**

19.1 In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which the offence continues, and any person guilty of such an offence is liable to a fine in the amount of not less than that established by this Bylaw for each such day.

**PART 20 - SUMMARY CONVICTION**

20.1 Any person who contravenes any provision of this Bylaw is guilty of an offence and is liable on summary conviction to the specified penalty set out in Schedule "D" and in default of payment of any fine imposed, to imprisonment for not more than six (6) months. Any person who contravenes any provision of this Bylaw for which there is either no penalty, or "Court", specified in Schedule "D", is liable on summary conviction to a fine of not less than five hundred dollars ($500) and not more than ten thousand dollars ($10,000) and in default of payment of any fine imposed, to imprisonment for not more than six (6) months.

**PART 21 - ADDITIONAL PENALTIES**

21.1 A Justice, after convicting an Owner of a Dog of an offence under this Bylaw, may, in addition to the fine specified under this Bylaw, order one or more of the following:

(a) the Dog be declared a Dangerous Dog;

(b) the Dog be euthanized;

(c) the Owner be prohibited from owning any Dog for a specified period of time.

**PART 22 - EXEMPTION FOR POLICE SERVICE DOGS**

22.1 This Bylaw does not apply to a Police Service Dog while such Dog is in active service.

**PART 23 - PROOF OF LICENCE AND AGE OF ANIMAL**

23.1 In any prosecution or proceedings for a contravention of this Bylaw, the onus of proving all of the following is on the person alleging that:

(a) a person has a valid and subsisting Licence for a Cat, Dog, Guard Dog, Service Dog or Dangerous Dog;

(b) a Cat or Dog is under three (3) months of age;

(c) the length of time a Cat, Dog or Dangerous Dog has been in the Town is less than 30 days in a calendar year.

**PART 24 - CERTIFIED RECORDS OF TOWN**

24.1 A copy of a record of the Town, certified by the Chief Administrative Officer or designate as a true copy of the original, shall be admitted in evidence as prima facie proof of the facts stated in the record without proof of the appointment or signature of the person signing it.

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**PART 25 - SEVERABILITY**

25.1 Each separate provision of this Bylaw shall be deemed independent of all provisions, and if any provision of this Bylaw is declared invalid, all other provisions shall remain valid and enforceable.

**PART 26 - LICENCE FEES**

26.1 Refer to Schedule “A”.

**PART 27 - SPECIFIED PENALTIES**

27.1 Refer to Schedule "D”.

**PART 28 - CAT AND SKUNK TRAPS**

28.1 Refer to Schedule "E”.

**PART 29 - REPEAL**

29.1 That Bylaw 1181/14 and 1287.23 and amendments thereto are hereby repealed upon this Bylaw coming into effect.

**PART 30 - DATE OF FORCE**

30.1 This Bylaw shall come into effect on the date of final passing thereof.

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

(**RES.** )

_____
**MAYOR LAURA SVAB**

_____
**CAO KIM ISAAK**

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

(**RES**. )

_____
**MAYOR LAURA SVAB**

_____
**CAO KIM ISAAK**

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

(**RES**. )

_____
**MAYOR LAURA SVAB**

_____
**CAO KIM ISAAK**

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**SCHEDULE "A"**
**LICENCE FEES**

| | AMOUNT |
|---|---|
| 1. Unaltered Cat or Dog | $ 60.00 |
| 2. Altered Cat or Dog – Neutered Male or Spayed Female | $ 45.00 |
| 3. If the Licence fee is paid prior to January 31st of the year, the Licence fee will be reduced to:<br>(a) Unaltered Cat or Dog<br>(b) Altered Cat or Dog – Neutered Male or Spayed Female<br>(c) Dangerous Dog<br>(d) Guard Dog | <br><br>$ 30.00<br>$ 15.00<br>No fee reduction<br>No fee reduction |
| 4. Unaltered Dangerous Dog | $ 150.00 |
| 5. Altered Dangerous Dog – Neutered Male or Spayed Female | $ 125.00 |
| 6. Unaltered Guard Dog | $100.00 |
| 7. Altered Guard Dog - Neutered Male or Spayed Female | $50.00 |
| 8. The Owner of any Cat, Dog, Dangerous Dog or Guard Dog must provide confirmation from a veterinarian that the Cat, Dog or Dangerous Dog has been spayed or neutered to obtain a Licence for an Altered Cat, Dog, Dangerous Dog or Guard Dog. | |
| 9. Replacement Tag or lost Tag | $ 6.00 |
| 10. If an Owner is a new resident to the Town or is a first time Cat, Dog,Dangerous Dog or Guard Dog, Owner, the Licence fee will be set out in item 3 of this Schedule. | |
| 11. There is no pro-rating on Licence fees. | |

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**SCHEDULE “B”**
**GUARD DOG SIGNAGE**

# WARNING

## GUARD DOG ON PREMISES



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**SCHEDULE “C”**
**DANGEROUS DOG SIGNAGE**

# WARNING

## DANGEROUS DOG ON PREMISES



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## SCHEDULE "D"
## SPECIFIED PENALTIES

| | | | | | |
|---|---|---|---|---|---|
| | | | Fines | | |
| **Part** | **Section** | **Offence** | **First** | **Second** | **Third and Subsequent** |
| 3 | 3.8 | Fail to Licence Cat/Dog/Guard Dog | $100.00 | $200.00 | $300.00 |
| 4 | 4.1 | Fail to Licence Dangerous Dog | $200.00 | $400.00 | $600.00 |
| 8 | 8.1(a) | Cat/Dog Running at Large | $100.00 | $200.00 | $300.00 |
| 8 | 8.1(b) | Cat/Dog on Park or Parkland where prohibited | $100.00 | $200.00 | $300.00 |
| 8 | 8.1(c) | Cat/Dog destroys/damages property | $100.00 | $200.00 | $300.00 |
| 8 | 8.2 | Cat sprays/defecates/stalks birds | $100.00 | $200.00 | $300.00 |
| 8 | 8.3 | Fail to confine Cat/Dog/Dangerous Dog in heat | $100.00 | $200.00 | $300.00 |
| 8 | 8.4 | Dog/Guard Dog/Dangerous Dog barks or howls so as to disturb a person | $100.00 | $200.00 | $300.00 |
| 8 | 8.5 | Fail to remove Cat/Dog/Guard Dog/Dangerous Dog defecation | $100.00 | $200.00 | $300.00 |
| 8 | 8.6 | Have more than 3 Dogs | $100.00 | $200.00 | $300.00 |
| 8 | 8.7 | Have more than 3 Cats | $100.00 | $200.00 | $300.00 |
| 8 | 8.9 | Allow Cat/Dog/Guard Dog/Dangerous Dog defecation to accumulate on property | $100.00 | $200.00 | $300.00 |
| 8 | 8.10 | Person tamper/spring/damage animal trap | $100.00 | $200.00 | $300.00 |
| 8 | 8.12 | Exercise Cat/Dog/Dangerous Dog while in a motor vehicle | $100.00 | $200.00 | $300.00 |
| 8 | 8.13 | Fail to carry leash in off leash area | $50.00 | $200.00 | $300.00 |
| 8 | 8.14 | Fail to ensure collar and Tag worn by Cat/Dog/Guard Dog/Dangerous Dog | $100.00 | $200.00 | $300.00 |
| 8 | 8.15 | Failing to remove Cat/Dog exhibiting Threatening Behavior from Off Leash Area | $100.00 | $200.00 | $300.00 |
| 8 | 8.16(a) | Keep/harbor Exotic Animal | $100.00 | $200.00 | $300.00 |
| 8 | 8.16(b) | Keep/harbor Wild Animal | $100.00 | $200.00 | $300.00 |
| 8 | 8.16(c) | Keep/harbor Livestock | $100.00 | $200.00 | $300.00 |

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| | | | | | |
|---|---|---|---|---|---|
| 9 | 9.1(a) | Cat/Dog/Guard Dog exhibits Threatening Behaviour to person/animal | $200.00 | $400.00 | Court |
| 9 | 9.1(b) | Cat/Dog/Guard Dog bites, attacks or causes Minor Injury to animal | Court | Court | Court |
| 9 | 9.1(c) | Cat/Dog/Guard Dog bites, attacks or causes Minor Injury to person | Court | Court | Court |
| 9 | 9.1(d) | Cat/Dog/Guard Dog bites, attacks or causes Severe Injury to animal | Court | Court | Court |
| 9 | 9.1(e) | Cat/Dog/Guard Dog causes death to animal | Court | Court | Court |
| 9 | 9.1(f) | Cat/Dog/Guard Dog bites, attacks or causes Severe Injury or death to a person | Court | Court | Court |
| 9 | 9.2(a) | Dangerous Dog exhibits Threatening Behavior towards a person or animal | $500 | Court | Court |
| 9 | 9.2(b) | Dangerous Dog bites, attacks or causes Minor Injury to animal | $500 | Court | Court |
| 9 | 9.2(c) | Dangerous Dog bites, attacks or causes Minor Injury to person | Court | Court | Court |
| 9 | 9.2(d) | Dangerous Dog bites, attacks or causes Severe Injury to animal | Court | Court | Court |
| 9 | 9.2(e) | Dangerous Dog causes death to animal | Court | Court | Court |
| 9 | 9.2(f) | Dangerous Dog bites, attacks or causes Severe Injury or death to a person | Court | Court | Court |
| 11 | 11.1(a) | Guard Dog Running at Large | $150.00 | $300.00 | Court |
| 11 | 11.1(b) | Guard Dog not within a securely enclosed fence | $150.00 | $300.00 | Court |
| 11 | 11.1(c) | Fail to display Guard Dog sign | $150.00 | $300.00 | Court |
| 11 | 11.1(d) | Harbour Guard Dog outside commercial/industrial district | $150.00 | $300.00 | Court |
| 12 | 12.1(a) | Dangerous Dog not muzzled, securely restrained and under control | $200.00 | $400.00 | Court |
| 12 | 12.1(b) | Dangerous Dog not supervised outdoors or in locked pen | $200.00 | $400.00 | Court |
| 12 | 12.1(c) | Failure to display Dangerous Dog sign | $200.00 | $400.00 | $600.00 |
| 12 | 12.1(d) | Dangerous Dog in Off Leash Area | $200.00 | $400.00 | $600.00 |

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| | | | | | |
|---|---|---|---|---|---|
| 12 | 12.1(e) | Fail to notify Town of Dangerous Dog Running at Large | $200.00 | $400.00 | $600.00 |
| 12 | 12.1(f) | Fail to maintain required liability insurance | $200.00 | $400.00 | Court |
| 13 | 13.1(a) | Interfere with Officer | $500.00 | $500.00 | $500.00 |
| 13 | 13.1(b) | Open vehicle where animal is confined | $500.00 | $500.00 | $500.00 |
| 13 | 13.1(c) | Remove/attempt to remove animal from Officer | $500.00 | $500.00 | $500.00 |
| 13 | 13.2(a) | Refuse to provide identification to Officer | $500.00 | $500.00 | $500.00 |
| 13 | 13.2(b) | Provide false/misleading information to Officer | $500.00 | $500.00 | $500.00 |
| 17 | 17.1 | Cat/Dog/Guard Dog/Dangerous Dog in Distress | Court | Court | Court |

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## SCHEDULE "E"

## CONDITIONS AND PROCEDURES TO RENT A CAT/SKUNK TRAP

1. A resident of the Town of Blackfalds who finds a cat or skunk on its property may report a complaint to the Contractor and request a cat/skunk trap from the Contractor.

2. The person with the complaint (Complainant) can attend at the office of the Contractor during normal business hours and request a cat/skunk trap. In order to obtain a cat/skunk trap the Complainant must sign the form and agreement provided by the Contractor, and the Contractor will then provide a cat/skunk trap to the Complainant. The Contractor is responsible to have the Complainant sign a cat/skunk trap agreement stating they will treat the cat/skunk humanely.

3. The Complainant will be required to pay an $80.00 deposit to the Contractor. This deposit will be returned to the Complainant at such time as the trap is returned and is found to be in the same condition it was at the time it was obtained from the Contractor. The Complainant will also be responsible for a $10.00 trap rental fee. If the trap is damaged or stolen, the deposit is forfeited to the Contractor, and it shall be the responsibility of the Complainant to pay the balance of the cost for the trap to be replaced.

4. It will be the responsibility of the Complainant to check the trap hourly, or as approved by the Contractor and, if an animal is caught, the Complainant must make arrangements to have the animal picked up or delivered to the Contractor within 24 hours following the trapping. During the week, the Contractor will arrange the scheduling of their Officers' patrols in such a manner to reduce the length of time a cat/skunk is kept in a trap to a minimum. Traps are not to be set on weekends or when outside temperatures are consistently below zero (0) degrees. Traps shall be set in a shaded area of the property, away from the sun.

5. The Contractor may enter the property of the Complainant, but not a dwelling house, to ascertain if a cat/skunk trap has been properly placed or set and if a cat/skunk has been trapped.

6. The Complainant shall not leave a trap set on their property unattended when absent from the property for any period of time of more than three (3) hours, except as approved by the Contractor.

7. When the Contractor takes possession of a trapped Cat, the Contractor will try to locate an identifying Tag or tattoo on the Cat and, if found, will make reasonable efforts to contact the owner of the Cat in order to report that it has been impounded by the Contractor.

8. If the Cat Owner attends at the Contractor's offices to claim their Cat that was trapped on another person's property, an offence ticket for the Cat Running at Large may be issued in accordance with the Bylaw.

9. If a Complainant is disabled and therefore unable to pick up the cat/skunk trap, the Contractor will deliver the trap to the Complainant's property and pick up the trap 72 hours later. No fee shall be charged to the Complainant.

10. Any person renting a cat/skunk trap, or any Officer dealing with a trapped animal shall be responsible for handling any animal caught as humanely as possible.

11. Any person who abuses, teases, or pokes an animal in a cat/skunk trap or is causing pain, suffering, or injury to any animal may be charged with an offence under Section 446 of the Criminal Code of Canada.

12. Any person seeing a cat/skunk in a trap being abused is encouraged to telephone and report the abuse to the Contractor, at which time the Contractor may, after investigation, attend at the premises where the alleged abuse has taken place and, if warranted, remove the cat/skunk and the trap forthwith.

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**BEING A BYLAW OF THE TOWN OF BLACKFALDS IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE LICENSING, REGULATION AND CONTROL OF ANIMALS AND LIVESTOCK.**

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 the licensing, regulation and control of animals and livestock.

**WHEREAS**, pursuant to the *Municipal Government Act*, RSA 2000, Chapter M-26 and amendments thereto, provides that a Council may pass Bylaw for municipal purposes respecting the safety, health and welfare of people and the protection of people and property, wild and domestic animals and activities in relation to them, and the regulation~~, probation~~ and licensing thereof;

**AND WHEREAS**, the Council of the Town of Blackfalds deems it advisable to pass a Bylaw for the licensing, regulation and control of animals and livestock within the Town of Blackfalds;

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

## PART 1 – TITLE

1.1 ~~That this~~This Bylaw shall be cited as the "**Animal Control Bylaw**".

1.2 The following Schedules shall form part of this Bylaw:

1.2.1 Schedule "A" - ~~Annual~~ Licence Fees
1.2.2 Schedule "B" - Guard Dog Signage
1.2.3 Schedule "C" - Dangerous Dog Signage
1.2.4 Schedule "D" - Specified Penalties
1.2.5 Schedule "E" - Conditions ~~And~~and Procedures ~~To~~to Rent a Cat/Skunk ~~Traps~~Trap

## PART 2 – DEFINITIONS

2.1 In this Bylaw:

(a) **"Altered"** means ~~an Animal~~a Cat or Dog that is spayed or neutered.

~~(b) **"Animal"** means any Cat or Dog.~~

~~(c)~~(b) **"Animal Control Officer"** means a person employed under the contract between the Town and its Contractor to enforce the provisions of this Bylaw.

~~(d)~~(c) **"Cat"** means ~~either~~a male or female of the feline family.

~~(e)~~(d) **"Contractor"** means a person employed or under contract by the Town to enforce the provisions of this Bylaw and maintain and administer an impound facility for ~~Animals~~Cats and Dogs.

~~(f)~~(e) **"Dangerous Dog"** means ~~a~~any Dog, of any age, ~~including a Guard Dog~~ that has been:

~~(a) Without provocation, chased, attacked or bitten any person or other domestic animal causing physical injury and resulting in a conviction under this bylaw or the Public~~
~~(b) Shown a propensity, disposition or potential to attack or injure, with provocation, other animals or humans,~~
(i) ~~Been~~ declared as a Dangerous Dog in accordance with Part 5 of this Bylaw;
(ii) declared as a Dangerous Dog by a Justice according to Section 21.1 of this Bylaw; or
~~(c)~~(iii) made the subject of an Order under the *Dangerous Dog Act*~~, or~~.
~~(d) Threatened or created the reasonable apprehension of a threat to any person or other domestic animal.~~

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~~(g)~~(f) **"Disabled Person"** means a person who has any degree of disability, except blindness or visual impairment, and is dependent on a Service Dog.

~~(h)~~(g) **"Distress"** for the purpose of this Bylaw~~, an animal~~ means a cat or dog that is ~~in distress if it is:~~:

~~(a)~~(i) ~~Deprived~~deprived of adequate shelter, ventilation, space, food, water or veterinary care or reasonable protection from ~~injurious~~excessive heat or cold;
~~(b)~~(ii) ~~Injured~~injured, sick, in pain or suffering; or
~~(c)~~(iii) ~~Abused~~abused or subjected to undue hardship, ~~privation~~deprivation or neglect.

~~(i)~~(h) **"Dog"** means ~~any~~a male or female of the canine family.

~~(j) **"Emotional Support Animal"** means an Animal that provides comfort to a Non-Disabled Person. As they are not trained to perform a specific job or task, they do not qualify as Guide or Service Animals and do not receive the same rights or exceptions.~~

~~(k)~~(i) **"Exotic ~~Animals~~Animal"** means an animal not indigenous to Canada and not commonly kept as a household pet in Canada, whether or not such animal is a "Wild Animal".

~~(l) **"Former Owner"** means the person at the time of impoundment who was the "Owner" of an Animal which has been subsequently sold or destroyed.~~

~~(m)~~(j) **"Guard Dog"** means a Dog that is trained and used for the prevention of unlawful entry of a business premise, in any commercial or industrial area ~~by unauthorized persons~~.

~~(n)~~(k) **"Guide Dog"** means a Dog trained ~~as a guide Dog for~~to assist a blind person and having the qualifications prescribed by the ~~Alberta Service Dogs~~*Blind Persons' Rights Act* and ~~Service Dogs~~the regulations made thereunder.

~~(o)~~(l) **"Justice"** ~~has the meaning~~means as defined in the *Provincial Offences and Procedure Act*, RSA, 2000, c. P-34, and amendments thereto.

~~(p) **"Residential Kennel"** means the owning or harbouring of more than three (3) dogs over the age of three (3) months or 3 cats over the age of 3 months by the Owner or Occupier of a Dwelling in a residential Land Use District.~~

~~(q)~~(m) **"Leash"** means a restraint that is less than two meters in length and made of material capable of restraining the ~~Animal~~Cat or ~~Dangerous~~ Dog on which it is being used.

~~(r)~~(n) **"Licence"** means a Licence issued by the Town to an Owner of a Cat, Dog, Guard Dog or Dangerous Dog upon payment of the required fee for each ~~Animal~~Cat, Dog, Guard Dog or Dangerous Dog they own, and which is assigned a number recorded by the Town.

(o) "**Licence Inspector**" means a Community Peace Officer employed by the Town of Blackfalds and the Animal Control Contractor for the Town of Blackfalds.

~~(s)~~(p) **"Livestock"** includes, but is not limited to:

~~(a)~~(i) ~~A~~a horse, mule, ass, swine, emu, ostrich, camel, llama, alpaca, sheep, or goat~~.~~;
~~(b)~~(ii) ~~Domestically~~domestically reared or kept deer, reindeer, moose, elk or bison~~.~~;
~~(c)~~(iii) ~~Fur~~fur bearing animals, including fox, coyote, wolf, weasels, or mink~~.~~;
~~(d)~~(iv) ~~Animals~~animals of the bovine species~~.~~;
~~(e)~~(v) ~~Animals~~animals of the avian species, including non-licensed chickens, ducks, turkeys, geese, or pheasants~~.~~;
~~(f) Bees.~~
(vi) ~~All~~bees; and
~~(g)~~(vii) all other animals normally kept for ~~agriculture~~agricultural purposes.

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~~(t)~~(q) **"Minor Injury"** means any physical injury to a person or to a domestic animal ~~or a person~~ caused by ~~an Animal~~a Cat, Dog, Guard Dog or Dangerous Dog, that results in minor bruising, ~~1 or 2~~small puncture ~~marks~~, scratch or ~~tearing~~mark of the skin, bleeding, or any other injury that is not life threatening, disfiguring or debilitating.

~~(u)~~(r) **"Municipal Ticket"** means a municipal ticket issued on behalf of the Town for a violation under this Bylaw.

~~(v)~~(s) **"Muzzle"** means a device of sufficient strength placed over ~~an Animal's~~a Cat, Dog or Dangerous Dog's mouth to prevent it from biting.

~~(w)~~(t) **"Officer"** includes an Animal Control Officer, a Bylaw Enforcement Officer, a Peace Officer, a Special Constable and a member of the Royal Canadian Mounted Police.

~~(x)~~(u) **"Off Leash Area"** shall mean an area designated by the Town where ~~an Animal~~a Dog is not required to be controlled by a ~~Leash~~leash.

~~(y)~~(v) **"Owner"** includes any person, partnership, association, or corporation:

~~(i) Owning~~owning, possessing, having charge ~~of,~~ or control ~~over~~of, any ~~Animal;~~
~~(ii) Harbouring~~ Cat, Dog, Guard Dog, Dangerous Dog or any ~~Animal;~~
~~(iii) Suffering or permitting~~other animal, excluding any ~~Animal to remain about their house or premises; and~~
(i) ~~Any~~ person who has found an animal and taken control of it for the purpose of locating its Owner or turning it over to the Town;
(ii) harbouring any Cat, Dog, Guard Dog, Dangerous Dog or any other animal;
(iii) In possession or control of the property where a Cat, Dog, Guard Dog or Dangerous Dog appears to ~~whom~~reside, either temporarily or permanently; and
~~(d)~~(iv) any person named as an owner on a Licence for a Cat, Dog, Guard Dog or Dangerous Dog that has been ~~used~~issued under this Bylaw.

For the purposes of this Bylaw, ~~an Animal~~a Cat or Dog can have more than one Owner at the same time, any, or all, who may be charged with offences under this Bylaw.

~~(z)~~(w) **"Park"** or **"Parkland"** means a use where public land is specifically designed or reserved for the public for active or passive recreation, or for educational, cultural, or aesthetic purposes, and includes ~~Natural Areas~~natural areas and ~~Landscaped Areas~~landscaped areas.

(x) **"Pen"** means a structure capable of preventing the escape of an Aggressive Dog and preventing the entry of any person not in control of the Aggressive Dog.

~~(aa)~~(y) **"Police Service Dog"** means any Dog that is ~~employed~~used by a ~~Police Service~~police service for law enforcement purposes.

(z) **"Review Committee"** is a committee consisting of the Chief Administrative Officer, as well as the Director of Emergency Management & Protective Services, who will review the declaration of a Dangerous Dog.

~~(bb)~~(aa) **"Running at Large"** ~~shall mean~~means any ~~Animal~~Cat, Dog or Guard Dog off the premises of the Owner and not on a Leash ~~(as defined under this bylaw) or on a leash that is more than 2 metres in length~~ held by a person ~~without positive~~who is able to control ~~of~~ the ~~Animal~~Cat, Dog or Guard Dog.

~~(cc)~~(bb) "**Service Dog"** means a Dog trained as a guide for an individual with visible or non-visible disabilities and having the qualifications prescribed by the Service Dogs ~~regulations~~Qualifications Regulations.

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~~(dd)~~(cc) **"Severe injury"** means any physical injury to a person, or to a domestic animal ~~or a person~~ caused by ~~an Animal~~a Cat, Dog, Guard Dog or Dangerous Dog, that results in ~~severe~~significant bruising, ~~multiple punctures or lacerations, any~~a deep puncture, more than one puncture or laceration, a laceration requiring sutures or cosmetic surgery, broken bones or other injury which is severe in nature.

~~(ee)~~(dd) **"Tag"** means a current metal, or other, tag issued by the Town to an Owner for ~~-~~ each ~~Animal~~Cat, Dog, Guard Dog, or Dangerous Dog they own and a number recorded ~~for~~ with the Owner's name.

~~(ff)~~(ee) **"Threatening Behaviour"** means behaviour that creates a reasonable apprehension ~~of~~or a threat of harm and may include barking, growling, lunging, snarling, charging or chasing.

~~(gg)~~(ff) **"Town"** means the Town of Blackfalds.

~~(hh)~~(gg) **"Unaltered"** means not spayed or neutered.

~~(ii)~~(hh) **"Wild ~~animal~~Animal"** means an animal that is not domestic and of a wild nature or disposition.

**PART 3 – ~~LICENSING~~LICENCING PROVISIONS AND OFFENCES**

3.1 Every person who owns, keeps or harbours ~~an Animal, a Cat, Dog or~~ Guard Dog ~~or Dangerous Dog, which~~that is three (3) months of age, ~~must obtain a Licence for each Animal~~ within 30 days of becoming the Owner~~.~~, must obtain a Licence for each such animal.

3.2 Upon the payment of the initial licensing fee for each ~~Animal,~~Cat, Dog, or Guard Dog ~~or Dangerous Dog,~~ the Owner will be provided with a Licence and a Tag.

3.3 ~~The~~A Licence will be valid until the end of the calendar year in which the Licence was purchased, at which time the Owner will be responsible to renew the Licence~~.~~ and pay the applicable fee set out in Schedule "A".

3.4 Where a Licence is required and has been paid for by the tender of an uncertified cheque, the Licence is automatically ~~revised~~revoked if the cheque is not accepted and cashed by the bank on which it was issued.

3.5 ~~The~~Whenever a Cat, Dog, Guard Dog, or Dangerous Dog is off the Owner's property, the Tag shall be securely attached to a collar, which shall be worn by the ~~Animal~~Cat, Dog, Guard Dog, or Dangerous Dog, for which it is issued ~~at all times~~.

~~3.6~~ ~~If a Tag is lost or destroyed, the Owner shall apply for a replacement, which shall be issued upon payment of the specified fee.~~

3.6 set out in Schedule "A".

3.7 Once a Licence or Tag is issued by the Town, it is not transferable ~~from one Animal to another, one Guard Dog to another or one Dangerous Dog to another~~any other Cat or Dog, and no refund will be made for any issued Licence or Tag.

3.8 Every person who fails to ~~renew or~~ purchase or renew a Licence~~,~~ for any ~~Animal,~~Cat, Dog or Guard ~~Dog, Dangerous~~ Dog they own, on or before the 31st day of January in any year, shall be guilty of an offence and subject to the penalties as provided for in Schedule "D" of this Bylaw.

3.9 A Licence shall be issued free of charge to any Owner of a Guide Dog ~~or~~, a Service Dog ~~pursuant to the *Blind Persons' Rights Act* or the *Service Dogs* Act and to any~~ or a Police Service Dog~~, provided that they are in receipt of the documentation providing evidence that the dog has received the required training and certification.~~ .

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**PART 4 - DANGEROUS DOG LICENSING ~~REQUIREMENTS FOR DANAGEROUS DOGS~~**

4.1 The Owner of a ~~Dog that has been designated as a~~ Dangerous Dog ~~must~~shall apply for a Dangerous Dog Licence and Tag immediately ~~within seven (7) days of the designation. If a person becomes~~upon becoming the Owner of a Dangerous Dog, or within the timeframe specified by the Licencing Inspector, after the Dog ~~already designated as Dangerous, they must apply immediately upon taking ownership. The~~ has been declared a Dangerous Dog, whichever occurs first. A Dangerous Dog Licence must ~~then~~ be renewed ~~before~~, and payment of the applicable fee (set out in Schedule "A") must be made prior to January 31 of each ~~follow~~subsequent year~~, as outlined in Schedule "A~~.

4.2 A Dangerous Dog Licence and Tag shall be issued to the Owner of a Dangerous Dog
provided that the Owner has:

(a) ~~Completed~~completed a Licence application in the form specified by the Town;
~~Paid~~
(b) paid the ~~specified annual~~applicable fee~~;~~ set out in Schedule "A";
~~Supplied~~
(c) supplied proof satisfactory to the Town that the Owner has a locked ~~pen~~Pen or enclosure ~~capable of preventing~~on the Owner's property that can prevent the entry of any person except the Owner.

**PART 5 - ~~ANIMAL CONTROL PROVISIONS~~DANGEROUS DOG DECLARATION**

~~The~~

5.1 The Licencing Inspector may declare a Dog to be a Dangerous Dog if the Licencing Inspector has reasonable grounds after investigation to believe that the Dog:

(a) has a documented history of threatening, attacking, chasing or biting people or other animals;

(b) has inflicted a Severe Injury upon a person or another animal;

(c) has been the subject of an order or direction of a Justice pursuant to the *Dangerous Dogs Act*; or

(d) has caused, or is likely to cause, damage, injury or death to a person or another domestic animal.

5.2 Where the Licensing Inspector declares a Dog to be a Dangerous Dog, the Licensing Inspector shall:

(a) cause the Owner of the Dog to be served with a written notice that the Dog has been declared to be a Dangerous Dog;

(b) direct the Owner to keep the Dangerous Dog in accordance with the provisions of Section 7, and provide the Owner with a time limit for compliance with the provisions of Section 7.1 (a),(b) and (c); and

(c) Inform the Owner that, if the Dangerous Dog is not kept in accordance with the provisions of Section 7, the Owner may be fined and subject to enforcement action pursuant to this Bylaw.

5.3 A Dangerous Dog declaration continues to apply if the Dangerous Dog is sold, gifted or transferred.

**PART 6 – REVIEW OF DANGEROUS DOG DECLARATION**

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6.1 When a Dog has been declared to be a Dangerous Dog, the Owner may, within fourteen (14) days after the date the written notice of the declaration is received, and upon payment of the fees set out in Bylaw 1335.25, request in writing that the declaration be reviewed by the Review Committee. The Review Committee is not obligated to conduct an oral hearing and may conduct the review based on written material provided by the Licensing Inspector and the Owner of the Dangerous Dog.

6.2 Upon conducting the review, the Review Committee may revoke or confirm the Dangerous Dog declaration.

(a) The decision of the Review Committee shall be provided to the Owner in writing, with reasons, within fourteen (14) days of the Review Committee conducting the review and the Owner may be served with the decision personally or by email, if the Owner has provided their email address.

## PART 7 - REQUIREMENTS OF AN OWNER OF A DANGEROUS DOG

7.1 Immediately upon becoming the Owner of a Dangerous Dog, or within the timeframe specified by the Licensing Inspector after a Dog has been declared a Dangerous Dog, whichever occurs first, an Owner of a Dangerous Dog shall:

(a) apply for a Dangerous Dog Licence and follow the applicable provisions set out in Part 3 and Part 4, which includes paying the applicable fee for a Dangerous Dog Licence as set out in Schedule "A";

(b) post signs at all entrances to the property as set out in Schedule "C";

(c) provide proof of a policy of liability insurance in a form satisfactory to the Town, providing third party liability coverage in a minimum amount of one million ($1,000,000.00) dollars for injuries caused by the Dangerous Dog and maintain such insurance until ceasing to be the Owner of the Dangerous Dog;

(d) Muzzle and secure the Dangerous Dog with a restraining device held by a person over the age of 18 who is capable of controlling the Dangerous Dog whenever it is off the property of the Owner;

(e) confine the Dangerous Dog within a secure enclosure if the Dangerous Dog is outdoors on the Owner's property and not supervised by a person over the age of 18; and

(f) immediately notify an Officer or the Town if the Dangerous Dog is off the Owner's property without a Muzzle and without a restraining device held by a person.

7.2 The Owner of a Dangerous Dog shall immediately notify the Town should the policy of liability insurance expire, be cancelled, or terminated and upon the occurrence of such an event, the Dangerous Dog Licence shall be null and void unless the Town receives written proof that a new insurance policy has been secured, meeting the requirements of Section 7.1(c) within fifteen (15) days of the expiry, cancellation, or termination of the original policy of liability insurance.

## PART ~~an Animal~~8 - GENERAL OFFENCES

~~5.1~~8.1 The Owner of a Cat or Dog is guilty of an offence if ~~the Animal~~such Cat or Dog:

(a) is Running at Large;

(b) is on Park or Parkland where ~~Animals~~Cats or Dogs are prohibited by signs or where the Park or Parkland ~~area~~ contains playground apparatus and/or sand, rubber, or other materials utilized as a play area, unless ~~that~~the Dog is a ~~Service or~~ Guide Dog, or a Service Dog;

(c) destroys or damages any public or private property.

~~(c)~~

~~5.2~~8.2 The Owner of a Cat is guilty of an offence if the Cat defecates or sprays on property other than the Owner's or the Cat stalks birds on property other than the Owner's.

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~~5.3~~8.3 The Owner of a female ~~Animal~~Cat, Dog, Guard Dog or Dangerous Dog is guilty of an offence ~~is he or she~~if the Owner does not keep such ~~Animal~~ Cat, Dog or Dangerous Dog housed and confined during the whole period it is in heat.

~~5.4~~8.4 The Owner of a Dog, Guard Dog or Dangerous Dog is guilty of an offence if such Dog barks or howls so as to disturb a person.

~~5.5~~8.5 The Owner of a Cat or Dog, Guard Dog or Dangerous Dog is guilty of an offence if the Cat, Dog, Guard Dog or Dangerous Dog defecates on any public or private property not owned or occupied by the Owner and the Owner fails to immediately remove the defecation.

~~5.6~~8.6 Any person who owns or occupies a dwelling (as defined ~~by~~in the Land Use Bylaw), is guilty of an offence if he or she has more than three (3) Dogs on any land which contains ~~or is permitted under the Current Land Use Bylaw to contain a dwelling unit~~a dwelling.

~~5.7~~8.7 Any person who owns or occupies a dwelling (as defined in the Land Use Bylaw), is guilty of an offence ~~is~~if they have more than three (3) Cats on any land which contains ~~or is permitted to under the Current Land Use Bylaw to contain,~~ a dwelling ~~unit.~~ .

~~5.8~~8.8 Sections 8.5~~.6~~ and ~~5.7 does~~8.6 do not apply to a premises lawfully used for the care and treatment of animals operated by a ~~licensed~~Licenced veterinarian or a person in possession of a development permit to operate a Kennel or cattery as authorized by the ~~Town's current~~ Land Use Bylaw.

~~5.9~~8.9 The Owner of ~~an Animal~~a Cat, Dog, Guard Dog or Dangerous Dog is guilty of an offence if they allow the defecation of ~~an Animal or Dangerous Dogs~~such animals to accumulate on private property to such an extent that it is likely to annoy people or constitute a nuisance due to odour or unsightliness.

~~5.10~~8.10 A person is guilty of an offence if such person springs, or otherwise tampers with or damages, a live trap in which ~~Animals or skunks~~animals are to be trapped, or have been trapped, to allow any ~~Animal or skunk~~animal to escape from the trap.

~~5.11~~8.11 Any Owner of ~~an Animal~~a Cat or Dog who has a Cat or Dog in the Town for a period longer than 30 days in a calendar year is required to have a current Licence ~~for~~from the Town unless the Owner is visiting and the ~~Animal~~Cat or Dog is ~~licensed~~licenced in another municipality.

~~5.12~~8.12 A person is guilty of an offence if they exercise ~~an Animal~~ a Cat, Dog, Guard Dog or Dangerous Dog ~~from~~while driving in a ~~moving~~ motor vehicle.

~~5.13~~8.13 The Owner of ~~an Animal~~a Dog is guilty of an offence if ~~he or she fails~~they fail to carry a Leash while with ~~an Animal~~a Dog in ~~a designated~~an Off Leash Area.

~~5.14~~8.14 The Owner of ~~an Animal~~a Cat, Dog, Guard Dog or Dangerous Dog is guilty of an offence if they fail to ensure the ~~Animal~~Cat, Dog, Guard Dog or Dangerous Dog wears a collar and Tag when the ~~Animal~~Cat, Dog, Guard Dog or Dangerous Dog is off the Owner's ~~premises~~property.

~~5.15~~8.15 The Owner of ~~an Animal~~a Dog is guilty of an offence if the ~~Animal~~Dog is in an Off Leash Area and exhibits threatening behaviour towards any other domestic animal or a person and the Owner fails to remove the ~~Animal~~Dog immediately from the Off Leash Area.

~~5.16~~8.16 No person shall keep or ~~cause to be kept~~harbour:

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(a) Any Exotic Animal, including a venomous snake, reptile, insect or spider~~.~~;

(b) Any Wild Animal;

(c) Any Livestock ~~on any property,~~ unless the property is ~~designated~~zoned as an Agriculture District ~~as provided under~~in the ~~Town's current~~ Land Use Bylaw and has been approved for such use by the Development Officer and/or Municipal Planning Commission.

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## PART ~~6 - GUIDE AND SERVICE DOGS~~

~~14.1 Guide and Service Dogs shall be able to accompany a visually impaired or Disabled Person as outlined in the "Alberta Service Dogs Act", in all places where the public is normally allowed to go if:~~

~~(a) the Owner maintains control over the Dog through voice, signal, physical restraint, or other effective controls;~~
~~(b) the Dog is being treated as a working Dog, not a pet; and~~
~~(c)~~the Owner can provide documentation that the dog is trained as a Guide or Service Dog.

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## 9 - THREATEN, ATTACK OR BITE

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## PART ~~7 -~~ OFFENCES ~~APPLICABLE ONLY TO GUARD DOGS~~

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~~7.1~~9.1 The Owner of a Cat, Dog or Guard Dog is guilty of an offence if such animal:

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~~(a) Is not on the Owner's property and is not indoors, or if outdoors is confined in a securely enclosed fenced area, constructed to prevent the escape of the Guard Dog and capable of preventing the entry of young children. The fence shall have a minimum height of six (6) feet.~~
~~(b) Fails to display signs as specified in Schedule "B" of this Bylaw on the perimeter of the fence, warning of the presence of Guard Dogs.~~
~~(c) in a pen or enclosure capable of preventing the entry of any person except the Owner of the Guard Dog.~~
~~(d) Harbors the presence of a Guard Dog in any area outside of Commercial and Industrial Districts as identified in the Town's current Land Use Bylaw.~~
~~(e) Fails to obtain a Licence and Tag for the Guard Dog.~~

## ~~PART 8 - OFFENCES APPLICABLE ONLY TO DANGEROUS DOGS~~

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~~8.1~~12.1~~The Owner of a Dangerous Dog is guilty of an offence if:~~

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~~(a) the Dangerous Dog is not wearing a muzzle, under control and on a Leash held by a person who is capable of controlling the Dangerous Dog at all times when the Dangerous Dog is off the Owner's property;~~
~~(b) the Dangerous Dog is on the Owner's property and is not indoors, or if outdoors, is not with and supervised by an adult or is not in a locked pen or enclosure capable of preventing the entry of any person except the Owner of a Dangerous Dog;~~

~~(c) within seven (7) days after the Dog has been designated as a Dangerous Dog, the Owner fails to display at each entrance to the Owner's property and on the locked pen or structure in which the Dangerous Dog is confined, clear and visible signs, as specified in Schedule "C" of this Bylaw, a warning of the presence of a Dangerous God on the Owner's property;~~
~~(d) the Dangerous Dog is in a designated Off Leash Area;~~
~~(e) the Dangerous Dog is Running at Large;~~
~~(f) the Owner fails to immediately notify the Town and an Animal Control Officer if the Dangerous Dog is Running at Large;~~

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~~(g) the Owner fails to obtain a Dangerous Dog Licence and Tag.~~

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## ~~PART~~ 9 - RESIDENTIAL KENNEL

~~9.1 Any person who owns, keeps or harbours more than three (3) Dogs and or more than three (3) Cats, over the age of three (3) months, without obtaining the required development permit for a Kennel in accordance with the Town's current Land Use Bylaw, is guilty of an offence.~~

## PART 10 - THREATEN, ATTACK OR BITE ANIMAL PROVISIONS

~~9.1 The Owner of an Animal is guilty of an offence if the Animal:~~

(a) exhibits Threatening Behaviour towards a person or other domestic animal;

(b) bites, attacks or causes Minor Injury to a domestic animal;

(c) bites, attacks or causes Minor Injury to a person;

(d) bites, attacks or causes Severe Injury to a domestic animal;

(e) causes death to a domestic animal;

(f) bites, attacks or causes Severe Injury or death to a person.

~~10.2~~9.2 The Owner of a Dangerous Dog is guilty of an offence ~~is~~if such Dangerous Dog:

(a) exhibits Threatening Behaviour towards a person or other domestic animal;

(b) bites, attacks or causes Minor Injury to a domestic animal;

(c) bites, attacks or causes Minor Injury to a person;

(d) bites, attacks or causes Severe Injury to a domestic animal;

(e) causes death to a domestic animal;

(f) bites, attacks or causes Severe Injury or death to a person.

## PART 11 - ADDITIONAL PENALTIES

~~A Justice, after convicting an~~**PART 10 - OFFENCES APPLICABLE ONLY TO GUARD DOGS**

10.1 The Owner of a Guard Dog is guilty of an offence ~~under this Bylaw, may~~if:

(a) Such Guard Dog is Running at Large;

(b) Such Guard Dog is outdoors on the Owner's property and is not confined in ~~addition~~a securely enclosed fenced area, with the fence being at least six (6) feet in height, constructed to prevent the escape of the Guard Dog and capable of preventing the entry of unauthorized persons;

(c) The Owner ~~the fine~~ fails to display signs as specified in Schedule "B" of this Bylaw on the perimeter of the fence, warning of the presence of a Guard Dog;

(d) The Owner harbours a Guard Dog in any area outside of a commercial or industrial district as identified in the Land Use Bylaw.

## PART 12 - OFFENCES APPLICABLE ONLY TO DANGEROUS DOGS

12.1 The Owner of a Dangerous Dog is guilty of an offence if:

(a) ~~under~~such Dangerous Dog is off the Owner's property and is not wearing a Muzzle and is not secured with a restraining device held by a person who is capable of controlling the Dangerous Dog;

(b) such Dangerous Dog is outdoors on the Owner's property and is not supervised by a person over the age of 18 or is not in a locked Pen or enclosure capable of preventing the entry of any person except the Owner;

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~~11.1~~(c) the Owner fails to display at each entrance to the Owner's property and on the locked Pen or structure in which the Dangerous Dog is confined, clear and visible signs, as specified in Schedule "C" of this Bylaw, ~~order one or more of the following:~~warning of the presence of a Dangerous Dog on the Owner's property;

~~(a)~~(d) ~~the~~such Dangerous Dog ~~be~~is in a designated ~~as a Dangerous Dog~~Off Leash Area;

~~(b)~~(a) ~~the Dog be euthanized;~~

~~(c)~~(a) ~~the Owner be prohibited from owning any Dog for a specified period of time.~~

(e) the Owner fails to immediately notify the Town or an Officer if such Dangerous Dog is has escaped from the Owner's property and is not muzzled or secured with a restraining device; and

(f) the Owner fails to maintain liability insurance as required by Section 7.1(c).

**PART ~~12~~13 - INTERFERENCE WITH AN OFFICER**

~~12.1~~13.1 Any person, whether or not they are the Owner of an ~~Animal or Dangerous Dog~~animal which is being, or has been, pursued and or captured, is guilty of an offence if ~~they~~such person:

(a) interferes with, or attempts to obstruct, ~~and~~an Officer who is attempting to capture, or who has captured, any animal;

(b) unlocks or unlatches or otherwise opens the vehicle in which animals captured for impoundment have been placed, so as to allow, or attempt to allow, any ~~Animal~~animal to escape ~~there from;~~therefrom; or

(c) removes, or attempts to remove, any animal from the possession of an Officer~~;~~.

13.2 Any person who:

~~(d)~~(a) refuses to provide identification (name, address, and date of birth) and proof thereof to an Officer upon request~~.~~; or

~~Provides~~

~~(e)~~(b) provides false or misleading information to an Officer~~.~~;

(c) is guilty of an offence.

**PART ~~13~~14 - GUIDE DOGS AND SERVICE DOGS**

14.1 Guide Dogs and Service Dogs are allowed to accompany a visually impaired Person or a Disabled Person, as set out in the *Blind Persons' Rights Act* and the *Service Dogs Act*, in all public places if:

(a) the Owner maintains control over the Dog through voice, signal, physical restraint, or other effective controls; and

(b) the Dog is being used as a working Dog.

**PART 15 - IMPOUNDING ANIMALS**

~~13.1~~15.1 Any Officer or ~~any designated~~ Contractor ~~with the Town~~ may seize and impound:

(a) any ~~Animal~~Cat, Dog, Guard Dog or Dangerous Dog found Running at Large;

(b) any ~~Animal~~Cat, Dog, Guard Dog or Dangerous Dog not wearing a collar or Tag while off the premises of the Owner;

(c) any ~~Animal~~Cat or Dog found on Park or Parkland ~~and~~ not under the direct control of the Owner;

(d) any female ~~Animal~~Cat, Dog, Guard Dog or Dangerous Dog in heat that is not confined or housed.

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~~13.2~~15.2 Upon receiving ~~an Animal~~a Cat, Dog, Guard Dog or Dangerous Dog for impound, an Animal Control Officer, Contractor, or its staff, shall make reasonable efforts to identify and contact the Owner of the ~~Animal~~Cat, Dog, Guard Dog or Dangerous Dog.

~~13.3~~15.3 ~~Subject to the entry notice provisions of the *Municipal Government Act*, R.S.A. 2000, c.M-26, an Officer~~An Officer may enter upon privately owned property ~~at all times,~~ other than a dwelling house, for the purposes of enforcing provisions of this Bylaw.

~~15.4 An Officer, including an~~An Animal Control Officer~~,~~ is hereby authorized to use live traps, nets or any other similar means to effect capture of ~~Animals~~Cats, Dogs, Guard Dogs or Dangerous ~~Dogs. The Town or its Contractor shall not be held liable for the death or injury of any Animal or Dangerous Dog.~~

~~13.5~~15.4 Dogs. The Contractor shall not sell, euthanize or otherwise dispose of any impounded ~~Animal~~ Cat, Dog, Guard Dog or Dangerous Dog until ~~the Animal~~such Cat, Dog, Guard Dog or Dangerous Dog is retained by the Contractor's impound facility for 72 hours, not including the day of impounding, Sundays or ~~Statutory Holidays.~~statutory holidays. After the expiration of 72 hours, if the Owner has not claimed the impounded ~~Animal, the Animal~~ Cat, Dog, Guard Dog or Dangerous Dog, it becomes the property of the Contractor.

~~13.6~~15.5 The Contractor may retain ~~an Animal~~ a Cat, Dog, Guard Dog or Dangerous Dog for a period longer ~~period~~ than 72 hours if, in the opinion of the Contractor, the circumstances warrant the expense or ~~they have~~ the Contractor has reasonable grounds to believe that the ~~Animal~~Cat, Dog, Guard Dog or Dangerous Dog is a continued danger to persons, animals, or property.

~~13.7~~15.6 Any healthy ~~Animal~~Cat, Dog, Guard Dog or Dangerous Dog may be returned to ~~the~~its Owner during the 72-hour period of impoundment upon payment to the Contractor the costs of impoundment and boarding (as specified in the contract between the Town and the Contractor). The Contractor may also collect the ~~appropriate Animal~~applicable Licence fee on behalf of the Town if the ~~Animal~~Cat, Dog, Guard Dog or Dangerous Dog is not ~~licensed~~licenced at the time of impoundment.

~~13.8~~15.7 Any person claiming an impounded ~~Animal shall~~Cat, Dog, Guard Dog or Dangerous Dog must present government issued identification to the Contractor or its staff.

~~13.9~~15.8 Where an impounded ~~Animal~~Cat, Dog, Guard Dog or Dangerous Dog has not been claimed by an Owner within seventy-two (72) hours of impoundment, the Contractor is deemed to be the Owner and is authorized to sell, euthanize, or otherwise dispose of any impounded ~~Animal~~Cat, Dog, Guard Dog or Dangerous Dog.

## PART ~~14~~16 - FULL RIGHT AND TITLE

~~14.1~~16.1 The purchaser of ~~an Animal~~a Cat, Dog, Guard Dog, or Dangerous Dog from the Contractor pursuant to the provisions of this Bylaw shall obtain full right and title to it, and the right and title of the ~~Former Owner of the Animal~~person who owned the Cat, Dog, Guard Dog or Dangerous Dog at the time it was impounded shall cease upon the purchase of the Cat, Dog, Guard Dog or Dangerous Dog from the Contractor.

## PART ~~15 - ANIMAL~~17 - CAT OR DOG IN DISTRESS

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~~15.1~~17.1 No person shall in any way permit ~~an Animal~~a Cat, Dog, Guard Dog or Dangerous Dog to be in distress by:

(a) causing any unnecessary physical pain to ~~the Animal; or~~it;

(b) neglecting to provide food, potable water, care or shelter as is necessary to maintain ~~the~~its good health ~~of the Animal, or~~;

(c) neglecting to provide ~~the~~ necessary treatment for ~~an Animal~~a Cat, Dog, Guard Dog, or Dangerous Dog, suffering from disease or injury~~, or~~;

(d) harassing or tormenting ~~such Animal~~it.

~~15.2~~17.2 If ~~an Animal~~a Cat, Dog, Guard Dog, or Dangerous Dog is in distress, and:

(a) The Owner does not forthwith take steps ~~that will~~to relieve its distress~~.~~; or

(b) The Owner cannot be found immediately and informed of ~~the Animal's~~its distress, an Officer may take any action they consider necessary to ~~locate the Animal and~~ relieve ~~its~~the Cat, Dog, Guard Dog or Dangerous Dog's distress, including taking ~~the Animal into~~ custody~~,~~ of it pursuant to the provisions of the *Animal Protection Act.*

## PART ~~16~~18 - MUNICIPAL TICKETS AND VIOLATION TICKETS

~~16.1~~18.1 Where an Officer has reasonable grounds to believe that a person has contravened any ~~provisions~~provision of this Bylaw:

~~(a)~~ (a) They may serve ~~upon~~ the ~~person~~person with a Municipal Ticket allowing payment of the specified fine as set out in Schedule "~~C~~D" of this Bylaw, which payment will be accepted by the Town, or the Contractor on behalf of the Town, in lieu of prosecution for the offence if paid within 21 days of the date of service: or

~~(b)~~ (b) They may issue and serve a violation ticket in accordance with the *Provincial Offences Procedure Act*, R.S.A. 2000, c. P-34 and amendments thereto, allowing a voluntary payment or requiring a person to appear in court, without the alternative of making a voluntary payment.

~~16.2~~18.2 An Officer may, but is not required to, issue a Municipal Ticket before issuing a violation ticket under the *Provincial Offences Procedure Act*.

~~16.3~~18.3 A Municipal Ticket shall be deemed to be sufficiently served if:

(a) Served personally on the Owner of the ~~Animal~~Cat, Dog, Guard Dog or Dangerous Dog, or ~~left at~~delivered to the Owner's residence; or

(b) Mailed to the address of the Owner of the ~~Animal~~Cat, Dog, Guard Dog or Dangerous Dog.

~~16.4~~18.4 Penalties for a second, third and subsequent offences will be applicable, where those offences occur within one (1) year of the first offence.

## PART ~~17~~19 - CONTINUING OFFENCES

~~17.1~~19.1 In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which the offence continues, and any person guilty of such an offence is liable to a fine in the amount of not less than that established by this Bylaw for each such day.

## PART ~~18~~20 - SUMMARY CONVICTION

~~18.1~~20.1 Any person who contravenes any provision of this Bylaw is guilty of an offence and is liable on summary conviction to the specified penalty set out in Schedule "~~C~~D" and in default of payment of any fine imposed, to imprisonment for not more than six (6) months. Any person who contravenes any provision of this Bylaw for which

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there is either ~~"Court" or~~ no penalty, or "Court", specified in Schedule "~~C", is guilty of an offence and~~D", is liable on summary conviction to a fine of not less than five hundred dollars (~~$500.~~)) and not more than ten thousand dollars ($10,000) and in default of payment of any fine imposed, to imprisonment for not more than six (6) months.

**PART 21 - ADDITIONAL PENALTIES**

21.1 A Justice, after convicting an Owner of a Dog of an offence under this Bylaw, may, in addition to the fine specified under this Bylaw, order one or more of the following:

(a) the Dog be declared a Dangerous Dog;

(b) the Dog be euthanized;

(c) the Owner be prohibited from owning any Dog for a specified period of time.

**~~19~~PART 22 - EXEMPTION FOR POLICE SERVICE DOGS**

~~19.1~~ 22.1 This Bylaw does not apply to a Police Service Dog while ~~it~~such Dog is in ~~Active Service~~active service.

**PART ~~20~~23 - PROOF OF LICENCE AND AGE OF ANIMAL**

~~20.1~~23.1 In any prosecution or proceedings for a contravention of this Bylaw, the onus of proving all of the following is on the person alleging that:

(a) a person has a valid and subsisting Licence for ~~an Animal~~a Cat, Dog, Guard Dog, Service Dog or Dangerous Dog; ~~an Animal~~

(b) a Cat or ~~Dangerous~~ Dog is under three (3) months of age;

(c) the length of time ~~an Animal~~ a Cat, Dog or Dangerous Dog has been in the Town is less than 30 days in a calendar year.

**PART ~~21~~24 - CERTIFIED RECORDS OF TOWN**

~~21.1~~24.1 A copy of a record of the Town, certified by the Chief Administrative Officer or designate as a true copy of the original, shall be admitted in evidence as prima facie proof of the facts stated in the record without proof of the appointment or signature of the person signing it.

**PART ~~22~~25 - SEVERABILITY**

~~22.1~~ 25.1 Each separate provision of this Bylaw shall be deemed independent of all provisions, and if any provision of this Bylaw is declared invalid, all other provisions shall remain valid and enforceable.

**PART ~~23 - ANNUAL~~26 - LICENCE FEES**

~~23.1~~26.1 Refer to Schedule "A".

**PART ~~24~~27 - SPECIFIED PENALTIES**

~~24.1~~27.1 Refer to Schedule "D".

**PART ~~25~~28 - CAT AND SKUNK TRAPS**

~~25.1~~28.1 Refer to Schedule "E".

**PART ~~26~~29 - REPEAL**

~~26.1~~29.1 That Bylaw 1181/14~~,~~ and 1287.23 and amendments thereto are hereby repealed upon this Bylaw coming into effect.

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**PART ~~27~~30 - DATE OF FORCE**

~~27.1~~30.1 This Bylaw shall come into effect on the date of final passing thereof.

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

(**RES.** )

_____
**MAYOR ~~JAMIE HOOVER~~LAURA SVAB**

_____
**CAO KIM ISAAK**

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

(**RES**. )

_____
**MAYOR ~~JAMIE HOOVER~~LAURA SVAB**

_____
**CAO KIM ISAAK**

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

(**RES**. )

_____
**MAYOR ~~JAMIE HOOVER~~ LAURA SVAB**

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**CAO KIM ISAAK**

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## SCHEDULE "A"
## ~~ANNUAL~~ LICENCE FEES

| | AMOUNT |
|---|---|
| 1. Unaltered ~~Animal – Male~~Cat or ~~Female~~ Dog | $ 60.00 |
| 2. Altered ~~Animal~~Cat or Dog – Neutered Male or Spayed Female | $ 45.00 |
| 3. If the Licence fee is paid prior to January 31st of the year, the Licence fee will be reduced to: | |
| (a) Unaltered ~~Animal – Male~~Cat or ~~Female~~Dog | $ 30.00 |
| (b) Altered ~~Animal~~Cat or Dog – Neutered Male or Spayed Female | $ 15.00 |
| (c) Dangerous ~~Dogs~~Dog | No fee reduction |
| (d) Guard Dog | No fee reduction |
| 4. Unaltered Dangerous Dog ~~– Male or Female~~ | $ 150.00 |
| 5. Altered Dangerous Dog – Neutered Male or Spayed Female | $ 125.00 |
| 6. Unaltered Guard Dog | $100.00 |
| 7. Altered Guard Dog - Neutered Male or Spayed Female | $50.00 |
| ~~6.~~ 8. The Owner of any ~~Animal or~~Cat, Dog, Dangerous Dog or Guard Dog must provide<br>— confirmation from a ~~Veterinarian~~veterinarian that the Cat, Dog or Dangerous Dog has been<br>— spayed or neutered to obtain a Licence for an Altered ~~Animal or~~<br>—Cat, Dog, Dangerous Dog or Guard Dog. | |
| ~~7~~9. Replacement Tag or lost Tag | $ 6.00 |
| ~~8.~~ 10. If an Owner is a new resident to the Town or is a first time ~~Animal~~<br>—Cat, Dog,Dangerous Dog or Guard Dog, Owner, the Licence fee will be ~~as~~ set out ~~as~~ in item 3 of this ~~schedule.~~Schedule. | |
| ~~9~~11. There ~~shall be~~is no pro-rating on Licence fees. | |

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**SCHEDULE "B"**
**GUARD DOG SIGNAGE**

# WARNING



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# GUARD DOG ON PREMISES



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**SCHEDULE "C"**
**DANGEROUS DOG SIGNAGE**

# WARNING



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# DANGEROUS DOG ON PREMISES



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**SCHEDULE "D"**
**SPECIFIED PENALTIES**

| | | | Fines | | |
|---|---|---|---|---|---|
| **Part** | **Section** | **Offence** | **First** | **Second** | **Third and Subsequent** |
| 3 | 3.~~1~~8 | Fail to Licence ~~Animal~~Cat/Dog/Guard Dog | $100.00 | $200.00 | $300.00 |
| 4 | 4.1 | Fail to Licence Dangerous Dog | $200.00 | $400.00 | $600.00 |
| ~~5~~8 | ~~5~~8.1(a) | ~~Animal~~Cat/Dog Running at Large | $100.00 | $200.00 | $300.00 |
| ~~5~~8 | ~~5~~8.1(b) | ~~Animal~~Cat/Dog on Park or Parkland where prohibited | $100.00 | $200.00 | $300.00 |
| ~~5~~8 | ~~5~~8.1(c) | ~~Animal~~Cat/Dog destroys/damages property | $100.00 | $200.00 | $300.00 |
| ~~5~~8 | ~~5~~8.2 | Cat sprays/defecates/stalks birds | $100.00 | $200.00 | $300.00 |
| ~~5~~8 | ~~5~~8.3 | Fail to confine ~~animal~~Cat/Dog/Dangerous Dog in heat | $100.00 | $200.00 | $300.00 |
| ~~5~~8 | ~~5~~8.4 | Dog/Guard Dog/Dangerous Dog barks or howls so as to disturb a person | $100.00 | $200.00 | $300.00 |
| ~~5~~8 | ~~5~~8.5 | ~~Failure~~Fail to remove Cat/Dog/Guard Dog/Dangerous Dog defecation | $100.00 | $200.00 | $300.00 |
| ~~5~~8 | ~~5~~8.6 | Have more than 3 Dogs | $100.00 | $200.00 | $300.00 |
| ~~5~~8 | ~~5~~8.7 | Have more than 3 Cats | $100.00 | $200.00 | $300.00 |
| ~~5~~8 | ~~5~~8.9 | ~~Allowing~~Allow Cat/Dog/Guard Dog/Dangerous Dog defecation to accumulate on property | $100.00 | $200.00 | $300.00 |
| ~~5~~8 | ~~5~~8.10 | ~~Tamper~~Person tamper/spring/damage animal trap | $100.00 | $200.00 | $300.00 |
| ~~5~~8 | ~~5~~8.12 | Exercise ~~Animal~~Cat/Dog/Dangerous Dog while in a motor vehicle | $100.00 | $200.00 | $300.00 |
| ~~5~~8 | ~~5~~8.13 | Fail to carry leash in off leash area | $50.00 | $200.00 | $300.00 |

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|---|---|---|---|---|---|
| ~~58~~ | ~~58~~.14 | Fail to ensure collar and Tag worn ~~by~~ ~~Animal~~Cat/Dog/Guard Dog/Dangerous Dog | $100.00 | $200.00 | $300.00 |
| ~~58~~ | ~~58~~.15 | Failing to remove ~~Animal~~Cat/Dog exhibiting Threatening Behavior from ~~an~~ Off Leash Area | $100.00 | $200.00 | $300.00 |
| ~~58~~ | ~~58~~.16(a) | ~~Keeping or harboring~~Keep/harbor Exotic ~~Animals~~Animal | $100.00 | $200.00 | $300.00 |
| ~~58~~ | ~~58~~.16(b) | ~~Keeping or harboring wild animals~~Keep/harbor Wild Animal | $100.00 | $200.00 | $300.00 |
| ~~58~~ | ~~58~~.16(c) | ~~Keeping or harboring~~Keep/harbor Livestock | $100.00 | $200.00 | $300.00 |
| 9 | 9.1(a) | Cat/Dog/Guard Dog exhibits Threatening Behaviour to person/animal | $200.00 | $400.00 | Court |
| 9 | 9.1(b) | Cat/Dog/Guard Dog bites, attacks or causes Minor Injury to animal | Court | Court | Court |
| 9 | 9.1(c) | Cat/Dog/Guard Dog bites, attacks or causes Minor Injury to person | Court | Court | Court |
| 9 | 9.1(d) | Cat/Dog/Guard Dog bites, attacks or causes Severe Injury to animal | Court | Court | Court |
| 9 | 9.1(e) | Cat/Dog/Guard Dog causes death to animal | Court | Court | Court |
| 9 | 9.1(f) | Cat/Dog/Guard Dog bites, attacks or causes Severe Injury or death to a person | Court | Court | Court |
| 9 | 9.2(a) | Dangerous Dog exhibits Threatening Behavior towards a person or animal | $500 | Court | Court |
| 9 | 9.2(b) | Dangerous Dog bites, attacks or causes Minor Injury to animal | $500 | Court | Court |
| 9 | 9.2(c) | Dangerous Dog bites, attacks or causes Minor Injury to person | Court | Court | Court |
| 9 | 9.2(d) | Dangerous Dog bites, attacks or causes Severe Injury to animal | Court | Court | Court |
| 9 | 9.2(e) | Dangerous Dog causes death to animal | Court | Court | Court |

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| | | | | | |
|---|---|---|---|---|---|
| 9 | 9.2(f) | Dangerous Dog bites, attacks or causes Severe Injury or death to a person | Court | Court | Court |
| ~~10~~ | ~~10.1~~ | ~~Fail to have required permit for Kennel~~ | ~~$100.00~~ | ~~$200.00~~ | ~~$300.00~~ |
| 11 | 11.1(a) | Guard Dog Running at Large | $150.00 | $300.00 | Court |
| 11 | 11.1(b) | Guard Dog not within a securely enclosed fence | $150.00 | $300.00 | Court |
| 11 | 11.1(c) | Fail to display Guard Dog sign | $150.00 | $300.00 | Court |
| 11 | 11.1(d) | Harbour Guard Dog outside commercial/industrial district | $150.00 | $300.00 | Court |
| ~~8~~12 | ~~8~~12.1(a) | Dangerous Dog not muzzled, securely restrained and under control ~~and on leash~~ | $200.00 | $400.00 | Court |
| ~~8~~12 | ~~8~~12.1(b) | Dangerous Dog not ~~indoors, not~~ supervised outdoors or in locked pen ~~outdoors~~ | $200.00 | $400.00 | Court |
| ~~8~~12 | ~~8~~12.1(c) | Failure to display Dangerous Dog ~~signage~~sign | $200.00 | $400.00 | $600.00 |
| ~~8~~12 | ~~8~~12.1(d) | Dangerous Dog in Off Leash Area | $200.00 | $400.00 | $600.00 |
| ~~8~~ | ~~8.1(e)~~ | ~~Dangerous Dog Running At Large~~ | ~~$200.00~~ | ~~$400.00~~ | ~~$600.00~~ |
| ~~8~~12 | ~~8~~12.1(~~f~~e) | Fail to notify Town of Dangerous Dog Running at Large | $200.00 | $400.00 | $600.00 |
| ~~8~~12 | ~~8~~12.1(~~gf~~) | Fail to ~~obtain Dangerous Dog Licence and Tag~~maintain required liability insurance | $200.00 | $400.00 | Court~~$600.00~~ |
| ~~9~~ | ~~9.1~~ | ~~Harbor more than 3 Dogs and or Cats without required permit~~ | ~~$100.00~~ | ~~$200.00~~ | ~~$300.00~~ |
| ~~10~~13 | ~~10~~13.1(a) | ~~Animal exhibits Threatening Behavior to person/animal~~Interfere with Officer | ~~$200~~$500.00 | ~~$400~~$500.00 | $500.00 ~~Court~~ |
| ~~10~~13 | ~~10~~13.1(b) | ~~Animal bites, attacks or causes Minor Injury to animal~~Open vehicle where animal is confined | ~~Court~~ $500.00 | ~~Court~~$500.00 | ~~Court~~$500.00 |
| 13 | 13.1(c) | Remove/attempt to remove animal from Officer | $500.00 | $500.00 | $500.00 |

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| 13 | 13.2(a) | Refuse to provide identification to Officer | $500.00 | $500.00 | $500.00 |
| 13 | 13.2(b) | Provide false/misleading information to Officer | $500.00 | $500.00 | $500.00 |
| ~~10~~17 | ~~10~~17.1~~(c)~~ | ~~Animal bites, attacks or causes Minor Injury to person~~Cat/Dog/Guard Dog/Dangerous Dog in Distress | Court | Court | Court |

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| Specified Penalties | | | | | |
|---|---|---|---|---|---|
| | | | Fines | | |
| **Part** | **Section** | **Offence** | **First** | **Second** | **Third and Subsequent** |
| 10 | 10.1(d) | Animal bites, attacks or causes Severe Injury to animal | Court | Court | Court |
| 10 | 10.1(e) | Animal causes death to animal | Court | Court | Court |
| 10 | 10.1(f) | Animal bites, attacks or causes Severe Injury or death to a person | Court | Court | Court |
| 10 | 10.2(a) | Dangerous Dog exhibits Threatening Behavior towards a person or animal | $500 | Court | Court |
| 10 | 10.2(b) | Dangerous Dog bites, attacks or causes Minor Injury to animal | $500 | Court | Court |
| 10 | 10.2(c) | Dangerous Dog bites, attacks or causes Minor Injury to person | Court | Court | Court |
| 10 | 10.2(d) | Dangerous Dog bites, attacks or causes Severe Injury to animal | Court | Court | Court |
| 10 | 10.2(e) | Dangerous Dog causes death to animal | Court | Court | Court |
| 10 | 10.2(f) | Dangerous Dog bites, attacks or causes Severe Injury or death to a person | Court | Court | Court |
| 12 | 12.1(a) | Interfere with Officer | $500.00 | $500.00 | $500.00 |
| 12 | 12.1(b) | Unlock/unlatch vehicle where animal is confined | $500.00 | $500.00 | $500.00 |
| 12 | 12.1(c) | Remove/attempt to remove animal from Officer | $500.00 | $500.00 | $500.00 |
| 12 | 12.1(d) | Refuse to provide identification to Officer | $500.00 | $500.00 | $500.00 |
| 12 | 12.1(e) | Provide false or misleading information to Officer | $500.00 | $500.00 | $500.00 |
| 15 | 15.1 | Animal in Distress | Court | Court | Court |

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## SCHEDULE "E"

## CONDITIONS AND PROCEDURES TO RENT A CAT/SKUNK ~~TRAPS~~TRAP

1. A resident of the Town of Blackfalds who finds a cat or skunk on its property may report a complaint to the Contractor and request a cat/skunk trap from the Contractor.

2. The person with the complaint (Complainant) can attend at the office of the Contractor during normal business hours and request a cat/skunk trap. In order to obtain a cat/skunk trap the Complainant must sign the form and agreement provided by the Contractor, and the Contractor will then provide a cat/skunk trap to the Complainant. The Contractor is responsible to have the Complainant sign a cat/skunk trap agreement stating they will treat the cat/skunk humanely.

3. The Complainant will be required to pay ~~a $20~~an $80.00 deposit to the Contractor. This deposit will be returned to the Complainant at such time as the trap is returned and is found to be in the same condition it was at the time it was obtained from the Contractor. The Complainant will also be responsible for a $10.00 trap rental fee. If the trap is damaged or stolen, the deposit is forfeited to the Contractor, and it shall be the responsibility of the Complainant to pay the balance of the cost for the trap to be replaced.

4. It will be the responsibility of the Complainant to check the trap hourly, or as approved by the Contractor and, if an animal is caught, the Complainant must make arrangements to have the animal picked up or delivered to the Contractor within 24 hours following the trapping. During the week, the Contractor will arrange the scheduling of their ~~Officers~~Officers' patrols in such a manner to reduce the length of time a cat/skunk is kept in a trap to a minimum. Traps are not to be set on weekends or when outside temperatures are consistently below zero (0) degrees. Traps shall be set in a shaded area of the property, away from the sun.

5. The Contractor may enter the property of the Complainant, but not a dwelling house, to ascertain if a cat/skunk trap has been properly placed or set and if a cat/skunk has been trapped.

6. The Complainant shall not leave a trap set on their property unattended when absent from the property for any period of time of more than three (3) hours, except as approved by the Contractor.

7. When the Contractor takes possession of a trapped Cat, the Contractor will try to locate an identifying Tag or tattoo on the Cat and, if found, will make reasonable efforts to contact the owner of the Cat in order to report that it has been impounded by the Contractor.

8. If the Cat Owner attends at the Contractor's offices to claim their Cat that was trapped on another person's property, an offence ticket for the Cat Running at Large may be issued in accordance with the Bylaw.

9. If a Complainant is disabled and therefore unable to pick up the cat/skunk trap, the Contractor will deliver the trap to the Complainant's property and pick up the trap 72 hours later. No fee shall be charged to the Complainant.

10. Any person renting a cat/skunk trap, or ~~the Animal Control~~any Officer dealing with a trapped animal shall be responsible for ~~trapping~~handling any animal caught as humanely as possible.

11. Any person who abuses, teases, or pokes an animal in a cat/skunk trap or is causing pain, suffering, or injury to any animal may be charged with an offence under Section 446 of the Criminal Code of Canada.

~~12.~~ Any person seeing a cat/skunk in a trap being abused is encouraged to telephone and report the abuse to the Contractor, at which time the Contractor ~~will, if warranted~~may, after investigation, attend at the premises where the alleged abuse has taken place and, if warranted, remove the cat/skunk and the trap forthwith.

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# TOWN OF BLACKFALDS
# BYLAW 1181/14

**A BYLAW WITHIN THE CORPORATE LIMITS OF THE TOWN OF BLACKFALDS IN THE PROVINCE OF ALBERTA FOR THE LICENSING, REGULATION AND CONTROL OF ANIMALS AND LIVESTOCK.**

**WHEREAS** Council of the Town of Blackfalds has the authority to enact bylaws under the *Municipal Government Act,* RSA c. M-26, respecting the safety, health and welfare of people and the protection of people and property; and

WHEREAS, the Council of the Town of Blackfalds deems it desirable to pass such a Bylaw.

**NOW THEREFORE**, Council of the Town of Blackfalds, in the Province of Alberta, duly assembled, enacts the following:

## PART 1 -TITLE

1. The Bylaw may be cited as the "Animal Control Bylaw".

## PART 2 - DEFINITIONS

2. In this Bylaw, unless the context otherwise requires, the word, term or expressions:

a) "Altered" means neutered or spayed;
b) "Animal" shall mean any Dog or Cat;
c) "Animal Control Officer" means a person employed under the contract between the Town and its Contractor to enforce the provisions of this Bylaw;
d) "Aggressive Dog" means any Dog that:
   i. has been designated an Aggressive Dog by a Justice;
   ii. has been made the subject of an Order under the Dangerous Dog Act;
e) "Assistance Dog" means any professionally trained Dog, including a guide, hearing or service dog, that works in partnership with a disabled person to increase his or her independence, safety and mobility;
f) "Cat" means either male or female of the feline family;
g) "Contractor" means a person employed or under contract by the Town to enforce the provisions of this Bylaw and maintain and administer an impound facility for Animals;
h) "Dog" means any male or female of the canine family;
i) "Exotic Animals" means an animal not indigenous to Canada and not commonly kept as a household pet in Canada, whether or not such animal is a "wild animal" as defined herein;
j) "Former Owner" means the person at the time of impoundment who was the Owner of an Animal which has been subsequently sold or destroyed;
k) "Justice" has the meaning as defined in the Provincial Offences and Procedure Act, R.S.A. 2000, c. P-34 and amendments thereto;
l) "Kennel" includes a house, shelter, room or place located in a properly zoned area (according to the Town's Land Use Bylaw) where more than 2 Dogs and/or 3 Cats of whatever age or sex are kept or boarded, but does not include commercial premises used for the care and treatment of animals, operated by a duly qualified veterinarian;
m) "Leash" means a restraint that is less than two meters in length and made of material capable of restraining the Animal or Aggressive Dog on which it is being used;
n) "License" means a license issued by the Town to an Owner upon payment of the required fee for each Animal or Aggressive Dog they own, indicating the year for which the fee has been paid, and which is assigned a number recorded by the Town;
o) " Livestock" includes but is not limited to:
   i. A horse, mule, ass, swine, emu, ostrich, camel, llama, alpaca, sheep, or goat.
   ii. Domestically reared or kept deer, reindeer, moose, elk or bison.
   iii. Fur bearing animals including fox, coyote, wolf, weasels, or mink.
   iv. Animals of the bovine species.
   v. Animals of the avian species including chickens, ducks, turkeys, geese, or pheasants.
   vi. Bees.
   vii. All other animals normally kept for agriculture purposes.

p) "Minor Injury" means any physical injury to a domestic animal or a person, caused by an Animal or Aggressive Dog, that results in minor bruising, small puncture, scratch or tearing of the skin, bleeding, or any other injury that is not life threatening , disfiguring or debilitating.;

q) "Municipal Ticket" means a municipal ticket issued on behalf of the Town for a violation under this Bylaw;

r) "Muzzle" means a device of sufficient strength placed over an Animal's or Aggressive Dog's mouth to prevent it from biting;

s) "Officer" includes an Animal Control Officer, a Bylaw Enforcement Officer, a Peace Officer, a Special Constable and a Member of the Royal Canadian Mounted Police;

t) "Off Leash Area" shall mean an area designated by the Town where an Animal is not required to be controlled by a Leash;

u) "Owner" includes any person, partnership, association, or corporation:
   i. owning, possessing, having charge of, or control over, any Animal;
   ii. harboring any Animal;
   iii. suffering or permitting any Animal to remain about his or her house or premises; and
   iv. any person to whom a License has been issued under this Bylaw.

   For the purposes of this Bylaw, an Animal can have more than one Owner at the same time, any, or all, who may be charged with offences under this Bylaw.

v) "Park" or "Parkland" means any recreational land owned or controlled by the Town lying within Town limits, and includes all lands used for picnic grounds, campgrounds, playing fields, natural areas, neighborhood beautification areas, or any other public open space, or publicly maintained area administered by the Town Parks Department, and school grounds and playgrounds whether or not the management or control of such areas or facilities has been delegated to another body and includes all buildings or other improvements situated on these areas;

w) "Running at Large" shall mean any Animal off the premises of the Owner and not on a Leash held by a person able to control the Animal;

x) "Severe Injury" means any physical injury to a domestic animal or a person caused by an Animal or Aggressive Dog that results in severe bruising, multiple punctures or lacerations, any laceration requiring sutures or cosmetic surgery, broken bones or other injury severe in nature;

y) "Tag" means a current metal, or other, tag issued by the Town to an Owner for each Animal or Aggressive Dog they own, indicating the year for which the fee has been paid and a number recorded to the Owner's name;

z) "Threatening behavior" means behavior that creates a reasonable apprehension of a threat of harm and may include growling, lunging, snarling, charging or chasing;

aa) "Unaltered" means not neutered or spayed;

bb) "Wild animal" means an animal of a wild nature or disposition.

## PART 3 - LICENSING PROVISIONS AND OFFENCES

3. Every person, who owns, keeps or harbors an Animal or Aggressive Dog, which is three (3) months of age, or older shall pay to the Town of Blackfalds a yearly license fee as set out in Schedule "A" attached hereto.

4. Upon payment of the current yearly License fee, the Town or its designate shall issue a License and a Tag with a number and year on it to the Owner.

5. Where a License is required, and has been paid for by the tender of an uncertified cheque, the License is automatically revoked if the cheque is not accepted and cashed by the bank on which it was issued.

6. The Tag shall be securely attached to a collar, which shall be worn by the Animal or Aggressive Dog for which it is issued at all times.

7. If a Tag is lost or destroyed, the Owner shall apply for a replacement, which shall be issued upon payment of the specified fee.

8. A Tag is not transferable from one Animal to another or one Aggressive Dog to another, and no refund will be made for any issued Tag.

9. Every person who fails to purchase a License, for any Animal or Aggressive Dog they own, on or before the 31st day of January in any year, shall be guilty of an offence and subject to the penalties provided for in this Bylaw.

10. The Owner of an Assistance Dog will be issued a License and Tag free of charge.

**PART 4 - LICENSING REQUIREMENTS FOR AGGRESSIVE DOGS**

11. The Owner of a Dog that has been designated as an Aggressive Dog shall apply for an Aggressive Dog License and Tag immediately upon becoming the Owner of an Aggressive Dog or within seven (7) days after the Dog has been designated as aggressive, whichever occurs first, and prior to January 31 of each subsequent year as set out in Schedule "A".

12. An Aggressive Dog License and Tag shall be issued to the Owner of an Aggressive Dog provided that the Owner has:

    a) completed a License application in the form specified by the Town; and
    b) paid the specified annual fee; and
    c) supplied proof satisfactory to the Town that the Owner has a locked pen or enclosure capable of preventing the entry of any person except the Owner.

**PART 5 – ANIMAL CONTROL PROVISIONS**

13. The Owner of an Animal is guilty of an offence if the Animal:

    a) is Running at Large;
    b) is on Park or Parkland where Animals are prohibited or where the Park or Parkland area contains playground apparatus and/or a sand rubber or other materials utilized as a play area;
    c) destroys or damages any public or private property;

14. The Owner of a Cat is guilty of an offence if the Cat defecates or sprays on property other than the Owner's or the Cat stalks birds on property other than the Owner's.

15. The Owner of a female Animal is guilty of an offence if he or she does not keep such Animal housed and confined during the whole period it is in heat.

16. The Owner of a Dog or Aggressive Dog is guilty of an offence if such Dog barks or howls so as to disturb a person;

17. The Owner of a Dog or Aggressive Dog is guilty of an offence if the Dog defecates on any public or private property not owned or occupied by the Owner and the Owner fails to immediately remove the defecation.

18. Any person who owns or occupies a dwelling unit (as defined by the Land Use Bylaw), is guilty of an offence if he or she has more than two (2) Dogs on any land which contains, or is permitted under the Land Use Bylaw to contain, a dwelling unit.

19. Any person who owns or occupies a dwelling unit (as defined by the Land Use Bylaw), is guilty of an offence if he or she has more than three (3) Cats on any land which contains, or is permitted under the Land Use Bylaw to contain, a dwelling unit.

20. Sections 18 and 19 does not apply to premises lawfully used for the care and treatment of animals operated by a licensed veterinarian or a person in possession of a development permit to operate a kennel or cattery as authorized by the Town's current Land Use Bylaw.

21. The Owner of an Animal or Aggressive Dog is guilty of an offence if he or she allows the defecation of an Animal or Aggressive Dog to accumulate on private property to such an extent that it is likely to annoy people or constitute a nuisance due to odor or unsightliness.

22. A person is guilty of an offence if such person springs or otherwise tampers with or damages a live trap in which Animals or skunks are to be trapped, or have been trapped, so as to allow any Animal or skunk to escape from the trap.

23. Any Owner of an Animal in the Town for a period longer than 30 days in a calendar year is required to have a current license for the Town unless the Owner is visiting and the Animal is licensed in another municipality.

24. A person is guilty of an offence if he or she exercises an Animal or Aggressive Dog while he or she is driving in a motor vehicle.

25. The Owner of an Animal is guilty of an offence if he or she fails to carry a Leash while with an Animal in a designated Off Leash Area.

26. The Owner of an Animal or Aggressive Dog is guilty of an offence if he or she fails to ensure the Animal or Aggressive Dog wears a collar and Tag when the Animal or Aggressive Dog is off the Owner's premises.

27. The Owner of an Animal is guilty of an offence if the Animal is in an Off Leash Area and exhibits threatening behavior towards any other domestic animal or a person and the Owner fails to remove the Animal immediately from the Off Leash Area.

28. The owner of a dog is guilty of an offence if such dog is in an area where signs prohibit the presence of dogs.

29. No person shall keep or cause to be kept:
    a) Any exotic animal, venomous snake, reptile, insect or spider.
    b) Any wild animal.
    c) Any livestock on any property unless the property is designated as an Agriculture District as provided under the Town Land Use Bylaw and has been approved for such by the Development Officer and/or Municipal Planning Commission.

## PART 6 – OFFENCES APPLICABLE ONLY TO AGGRESSIVE DOGS

30. The Owner of an Aggressive Dog is guilty of an offence if:

    a) the Aggressive Dog is not wearing a muzzle, under control and on a Leash held by a person who is capable of controlling the Aggressive Dog at all times when the Aggressive Dog is off the Owner's property;
    b) the Aggressive Dog is on the Owner's property and is not indoors, or if outdoors, is not with and supervised by an adult or is not in a locked pen or enclosure capable of preventing the entry of any person except the Owner of the Aggressive Dog;
    c) within seven (7) days after the Dog has been designated as an Aggressive Dog, the Owner fails to display at each entrance to the Owner's property and on the locked pen or structure in which the Aggressive Dog is confined, clear and visible signs, as specified in the Schedule " B" of this Bylaw, a warning of the presence of an Aggressive Dog on the Owner's property;
    d) the Aggressive Dog is in a designated Off Leash Area;
    e) the Aggressive Dog is Running at Large;
    f) the Owner fails to immediately notify the Town and an Animal Control Officer if the Aggressive Dog is Running at Large;
    g) the Owner fails to obtain an Aggressive Dog Licence and Tag.

## PART 7 – KENNELS

31. Any person who owns, keeps or harbors more than two (2) Dogs or more than three (3) Cats, over the age of three (3) months, without obtaining the required development permit for a kennel in accordance with the Land Use Bylaw, is guilty of an offence.

## PART 8 – THREATEN, ATTACK OR BIT ANIMAL PROVISIONS

32. The Owner of an Animal is guilty of an offence if the Animal:

    a) exhibits Threatening behavior towards a person or other domestic animal;
    b) bites, attacks or causes Minor Injury to a domestic animal;
    c) bites, attacks or causes Minor Injury to a person;
    d) bites, attacks or causes Severe Injury to a domestic animal;
    e) causes death to a domestic animal;
    f) bites, attacks or causes Severe Injury or death to a person.

33. The Owner of an Aggressive Dog is guilty of an offence if such Aggressive Dog:

    a) exhibits Threatening behavior towards a person or a domestic animal;
    b) bites, attacks or causes Minor Injury to a domestic animal;
    c) bites, attacks or causes Minor Injury to person;
    d) bites, attacks or causes Severe Injury to a domestic animal;

e) causes death to a domestic animal;
f) bites, attacks or causes Severe Injury or death to a person.

34. Sections 32 and 33 apply to the conduct of an Animal whether on or off the property of the Owner.

## PART 9 – ADDITIONAL PENALTIES

35. A Justice, after convicting an Owner of Dog of an offence under this Bylaw, may, in addition to the fine specified under this Bylaw, order one or more of the following:

a) the Dog be designated as an Aggressive Dog;
b) the Dog be euthanized;
c) the Owner be prohibited from owning any Dog for a specified period of time.

## PART 10 – INTERFERENCE WITH AN OFFICER

36. Any person, whether or not he is the Owner of an Animal or Aggressive Dog which is being or has been pursued and or captured, is guilty of an offence if he or she:

a) interferes with, or attempts to obstruct, an Officer who is attempting to capture, or who has captured, any animal;
b) unlocks or unlatches or otherwise opens the vehicle in which animals captured for impoundment have been placed, so as to allow or attempt to allow any animal to escape there from;
c) removes, or attempts to remove, any animal from the possession of an Officer;
d) refuses to provide identification (name, address, and date of birth) and proof thereof to an Officer upon request;
e) provides false or misleading information to an Officer.

## PART 11 – IMPOUNDING ANIMALS

37. Any Officer or any designated Contractor with the Town may seize and impound:

a) any Animal or Aggressive Dog Running at Large;
b) any Animal or Aggressive Dog not wearing a collar or Tag while off the premises of the Owner;
c) any Animal found on Park or Parkland and not under the direct control of the Owner;
d) any female Animal or Aggressive Dog in heat not confined or housed.

38. Upon receiving an Animal or Aggressive Dog for impound, an Animal Control Officer, Contractor, or its staff, shall make reasonable efforts to identify and contact the Owner of the Animal or Aggressive Dog.

39. Subject to the entry notice provisions of the Municipal Government Act, R.S.A. 2000 c.M-26, an Officer may enter upon privately owned property at all times, other than a dwelling house, for the purposes of enforcing the provisions of this Bylaw.

40. An Officer, including an Animal Control Officer is hereby authorized to use live traps, nets or any other similar means to effect capture of Animals or Aggressive Dogs. The Town or its Contractor shall not be held liable for the death or injury of any Animal or Aggressive Dog.

41. The Contractor shall not sell, euthanize, or otherwise dispose of any impounded Animal or Aggressive Dog until the Animal or Aggressive Dog is retained in the Contractor's impound facility for seventy-two (72) hours, not including the day of impounding, Sundays or Statutory Holidays. After the expiration of seventy-two (72) hours, if the Owner has not claimed the impounded Animal, the Animal becomes the property of the Contractor.

42. The Contractor may retain an Animal for a longer period if in the opinion of the Contractor the circumstances warrant the expense or they have reasonable grounds to believe that the Animal is a continued danger to persons, animals or property.

43. Any healthy Animal may be returned to the Owner during the seventy-two (72) hour period of impoundment upon payment to the Contractor the costs of impoundment and boarding (as specified in the contract between the Town and the Contractor). The

Contractor may also collect the appropriate Animal License fee on behalf of the Town if the Animal is not licensed at the time of impound.

44. Any person claiming an impounded Animal shall present government issued identification to the Contractor or its staff.

45. Where an impounded Animal or Aggressive Dog has not been claimed by an Owner within 72 hours of impoundment, the Contractor is authorized to sell, euthanize, or otherwise dispose of any impounded Animal or Aggressive Dog.

## PART 12 – FULL RIGHT AND TITLE

46. The purchaser of an Animal from the Contractor pursuant to the provisions of this Bylaw shall obtain full right and title to it and the right and title of the Former Owner of the Animal shall cease upon the purchase.

## PART 13 – MUNICIPAL TICKETS AND VIOLATION TICKETS

47. Where an Officer has reasonable grounds to believe that a person has contravened any provision of this Bylaw:

    a) he or she may serve upon the person a Municipal Ticket allowing payment of the specified fine as set out in Schedule "C" of this Bylaw, which payment will be accepted by the Town or the Contractor on behalf of the Town in lieu of prosecution for the offence if paid within 21 days of the date of service; or
    b) he or she may issue and serve a violation ticket in accordance with the Provincial Offences Procedure Act, R.S.A. 2000, c. P-34 and amendments thereto, allowing a voluntary payment or requiring a person to appear in court, without the alternative of making a voluntary payment.

48. An Officer may, but is not required to, issue a Municipal Ticket before issuing a violation ticket under the Provincial Offences Procedure Act.

49. A Municipal Ticket shall be deemed to be sufficiently served if:

    a) served personally on the Owner of the Animal or Aggressive Dog, or left at the Owner's residence; or
    b) mailed to the address of the Owner of the Animal or Aggressive Dog.

50. Penalties for a second, third and subsequent offences will be applicable, where those offences occur within one (1) year of the first offence.

## PART 14 – CONTINUING OFFENCES

51. In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which the offence continues and any person guilty of such an offence is liable to a fine in the amount not less than that established by this Bylaw for each such day.

## PART 15 – SUMMARY CONVICTION

52. Any person who contravenes any provision of this Bylaw is guilty of an offence and is liable on summary conviction to the specified penalty set out in Schedule "C" and in default of payment of any fine imposed, to imprisonment for not more than six (6) months. Any person who contravenes any provision of this Bylaw for which there is either "Court" or no penalty specified in Schedule "C", is guilty of an offence and is liable on summary conviction to a fine of not less than five hundred dollars ($500.00) and not more than ten thousand dollars ($10,000.00) and in default of payment of any fine imposed, to imprisonment for not more than six (6) months.

## PART 16 – EXEMPTION FOR POLICE SERVICE DOGS

53. This Bylaw does not apply to an RCMP Service Dog while it is in Active Service.

## PART 17 – PROOF OF LICENSE AND AGE OF ANIMAL

54. In any prosecution or proceedings for a contravention of this Bylaw, the onus of proving all of the following is on the person alleging that:

    a) a person has a valid and subsisting License for an Animal or Aggressive Dog;

b) an Animal or Aggressive Dog is under 3 months of age; and
c) the length of time an Animal has been in the Town is less than 30 days in a calendar year.

**PART 18 – CERTIFIED RECORDS OF TOWN**

55. A copy of a record of the Town, certified by the Chief Administrative Officer as a true copy of the original, shall be admitted in evidence as prima facie proof of the facts stated in the record without proof of the appointment or signature of the person signing it.

**PART 19 - SEVERABILITY**

56. Each separate provision of this Bylaw shall be deemed independent of all provisions, and if any provision of this Bylaw be declared invalid, all other provisions shall remain valid and enforceable.

**PART 20 – ANNUAL LICENSE FEES**

Refer to Schedule "A"

**PART 21 – SPECIFIED PENALTIES**

Refer to Schedule "C"

**PART 22 – CAT AND SKUNK TRAPS**

Refer to Schedule "D"

**PART 23 - RESINDED**

That Bylaw 1148/12 is hereby rescinded.

**PART 24 - EFFECTIVE DATE**

That this Bylaw comes into effect on the date of final passing thereof.

READ for the first time this 8TH day of July, A.D. 2014.

(RES. 203/14)

MAYOR MELODIE STOL

CAO MYRON THOMPSON

READ for the second time this 22ND day of July, A.D. 2014.

(RES. 213/14)

MAYOR MELODIE STOL

CAO MYRON THOMPSON

READ for the third and final time this 22ND day of July, A.D. 2014.

(RES. 214/14)

MAYOR MELODIE STOL

CAO MYRON THOMPSON

# TOWN OF BLACKFALDS
# BYLAW 1181/14

## SCHEDULE "A"

| ANNUAL LICENSE FEES | Amount |
|---|---|
| 1. Unaltered Animal - Male or Female | $ 60.00 |
| 2. Altered Animal - Neutered Male or Spayed Female | $ 45.00 |
| 3. If the License fee is paid prior to January 31st of the year, it shall be reduced to:<br>a) Unaltered Animal - Male or Female<br>b) Altered Animal - Neutered Male or Spayed Female<br>c) Aggressive Dogs | <br>$ 30.00<br>$ 15.00<br>No fee reduction |
| 4. Unaltered Aggressive Dog - Male or Female | $150.00 |
| 5. Altered Aggressive Dog - Neutered Male or Spayed Female | $125.00 |
| 6. The Owner of any Animal or Aggressive Dog must provide confirmation from a Veterinarian that the Animal or Aggressive Dog has been spayed or neutered to obtain a License for an Altered Animal or Aggressive Dog. | |
| 7. The replacement cost for a lost Tag is six ($6.00) dollars. | $6.00 |
| 8. If an Owner is a new resident to the Town or is a first time Animal Owner, the License fee will be as set out as in Schedule A - 3. | |
| 9. There shall be no pro-rating on License fees. | |

SCHEDULE "B"

AGGRESSIVE DOG SIGNAGE

# WARNING



## AGGRESSIVE DOG ON PREMISES

# TOWN OF BLACKFALDS
# BYLAW 1181/14

## SCHEDULE C

### Specified Penalties

| | | | ----------Fines---------- | | |
|---|---|---|---|---|---|
| **Part** | **Section** | **Offence** | **First** | **Second** | **Third and Subsequent** |
| 3 | 3 | Fail to license animal | $100.00 | $200.00 | $300.00 |
| 5 | 13(a) | Animal running at large | $100.00 | $200.00 | $300.00 |
| 5 | 13(b) | Animal on park or parkland where prohibited | $100.00 | $200.00 | $300.00 |
| 5 | 13(c) | Animal destroys/damages property | $100.00 | $200.00 | $300.00 |
| 5 | 14 | Cat sprays/defecates/stalks birds | $100.00 | $200.00 | $300.00 |
| 5 | 15 | Fail to confine animal in heat | $100.00 | $200.00 | $300.00 |
| 5 | 16 | Dog/Aggressive dog barks or howls so as to disturb a person | $100.00 | $200.00 | $300.00 |
| 5 | 17 | Fail to remove defecation | $100.00 | $200.00 | $300.00 |
| 5 | 18 | Have more than 2 dogs | $100.00 | $200.00 | $300.00 |
| 5 | 19 | Have more than 3 cats | $100.00 | $200.00 | $300.00 |
| 5 | 21 | Allowing defecation to accumulate on property | $100.00 | $200.00 | $300.00 |
| 5 | 22 | Tamper/spring/damage trap | $100.00 | $200.00 | $300.00 |
| 5 | 24 | Exercise animal/aggressive dog while in motor vehicle | $100.00 | $200.00 | $300.00 |
| 5 | 25 | Fail to carry leash in off lease area | $50.00 | $200.00 | $150.00 |
| 5 | 26 | Fail to ensure collar and tag worn by animal | $100.00 | $200.00 | $300.00 |
| 5 | 27 | Failing to remove animal exhibiting threatening behavior from an off leash area | $100.00 | $200.00 | $300.00 |
| 5 | 29(a) | Keeping or harboring exotic animals | $100.00 | $200.00 | $300.00 |
| 5 | 29(b) | Keeping or harboring wild animals | $100.00 | $200.00 | $300.00 |
| 5 | 29(c) | Keeping or harboring livestock | $100.00 | $200.00 | $300.00 |
| 6 | 30(a) | Aggressive dog not muzzled, under control and on leash | $200.00 | $400.00 | Court |
| 6 | 30(b) | Aggressive dog not indoors, not supervised or in locked pen outdoors | $200.00 | $400.00 | Court |
| 6 | 30(c) | Fail to display aggressive dog signage | $200.00 | $400.00 | $600.00 |
| 6 | 30(d) | Aggressive dog in off leash area | $200.00 | $400.00 | $600.00 |
| 6 | 30(e) | Aggressive dog running at large | $200.00 | $400.00 | $600.00 |
| 6 | 30(f) | Fail to notify of aggressive dog running at large | $200.00 | $400.00 | $600.00 |
| 6 | 30(g) | Fail to obtain aggressive dog license and tag | $200.00 | $400.00 | $600.00 |
| 7 | 31 | Harbor more than 2 dogs/3 cats without required permit | $100.00 | $200.00 | $300.00 |
| 8 | 32(a) | Animal exhibits threatening behavior to person/animal | $200.00 | $400.00 | Court |
| 8 | 32(b) | Animal bites, attacks or causes minor injury to animal | $200.00 | $400.00 | Court |
| 8 | 32(c) | Animal bites, attacks or causes minor injury to person | $250.00 | Court | Court |
| 8 | 32(d) | Animal bites, attacks or causes severe injury to animal | Court | Court | Court |
| 8 | 32(e) | Animal causes death to animal | Court | Court | Court |
| 8 | 32(f) | Animal bites, attacks or causes severe injury or death to person | Court | Court | Court |
| 8 | 33(a) | Aggressive dog exhibits threatening behavior towards a person or animal | $500.00 | Court | Court |
| 8 | 33(b) | Aggressive dog bites, attacks or causes minor injury to animal | $500.00 | Court | Court |
| 8 | 33(c) | Aggressive dog bites, attacks or causes minor injury to person | Court | Court | Court |
| 8 | 33(d) | Aggressive dog bites, attacks or causes severe injury to animal | Court | Court | Court |

| SCHEDULE C | | | | | |
|---|---|---|---|---|---|
| **Specified Penalties** | | | | | |
| | | | ----------Fines---------- | | |
| **Part** | **Section** | **Offence** | **First** | **Second** | **Third and Subsequent** |
| 8 | 33(e) | Aggressive dog causes death to animal | Court | Court | Court |
| 8 | 33(f) | Aggressive dog bites, attacks or causes severe injury or death to person | Court | Court | Court |
| 10 | 36(a) | Interfere with Officer | $500.00 | $500.00 | $500.00 |
| 10 | 36(b) | Unlock/unlatch vehicle where animal is confined | $500.00 | $500.00 | $500.00 |
| 10 | 36(c) | Remove/attempt to remove animal from officer | $500.00 | $500.00 | $500.00 |
| 10 | 36(d) | Refuse to provide identification to officer | $500.00 | $500.00 | $500.00 |
| 10 | 36(e) | Provide false or misleading information to officer | $500.00 | $500.00 | $500.00 |

## SCHEDULE "D"

## CONDITIONS AND PROCEDURES TO RENT CAT/SKUNK TRAPS

1. A resident of the Town of Blackfalds who finds a cat or skunk on its property may report a complaint to the Contractor and request a cat/skunk trap from the Contractor.

2. The person with the complaint (Complainant) can attend at the office of the Contractor during normal business hours and request a cat /skunk trap. In order to obtain a cat/skunk trap, the Complainant must sign the form and agreement provided by the Contractor, and the Contractor will then provide a cat/skunk trap to the Complainant. The contractor is responsible to have the Complainant sign a cat/skunk trap agreement stating that they will treat the cat/skunk humanely.

3. The Complainant will be required to pay a $20.00 deposit to the Contractor. This deposit will be returned to the Complainant at such time as the trap is returned and is found to be in the same condition it was at the time it was obtained from the Contractor. The complainant will also be responsible for a $10.00 trap rental fee. If the trap is damaged or stolen the deposit is forfeited to the Contractor and it shall be the responsibility of the Complainant to pay the balance of the cost for the trap to be replaced.

4. It will be the responsibility of the Complainant to check the trap hourly, or as approved by the Contractor and, if an animal is caught, the Complainant must make arrangements to have the animal picked up or delivered to the Contractor within 24 hours following the trapping. During the week the Contractor will arrange the scheduling of their officers patrols in such a manner to reduce the length of time a cat/skunk is kept in a trap to a minimum. Traps are not to be set on weekends or when outside temperatures are consistently below zero (0) degrees. Traps shall be set in a shaded area of the property, away from the sun.

5. The Contractor may enter the property of the Complainant (but not a dwelling house) to ascertain if a cat/skunk has been properly placed or set and if a cat/skunk has been trapped.

6. The Complainant shall not leave a trap set on his property unattended when absent from the property for any period of time of more than 3 hours, except as approved by the Contractor.

7. When the Contractor takes possession of a trapped cat, the Contractor will try to locate an identifying tag or tattoo on the cat and if found, will make reasonable efforts to contact the owner of the cat in order to report that it has been impounded by the Contractor.

8. If the cat owner attends at the Contractor's offices to claim his or her cat that was trapped on another person's property, an offence ticket for the cat running at large may be issued in accordance with the Bylaw.

9. If a Complainant is disabled and therefore unable to pick up the cat/skunk trap, the Contractor will deliver the trap to the Complainant's property, and pick up the trap 72 hours later. No fee shall be charged the Complainant.

10. Any person renting a cat/skunk trap or the Animal Control Officer shall be responsible for trapping any animal caught as humanely as possible.

11. Any person who abuses, teases, or pokes an animal in a cat/skunk trap or is causing pain, suffering, or injury to any animal may be charged with an offence under section 446 of the Criminal Code of Canada.

12. Any person seeing a cat/skunk in a trap being abused is encouraged to telephone and report the abuse to the Contractor, at which time the Contractor will, if warranted after investigation, attend at the premises where the abuse has taken place and remove the cat/skunk and the trap forthwith.

**BEING A BYLAW OF THE TOWN OF BLACKFALDS IN THE PROVINCE OF ALBERTA TO AMEND ANIMAL CONTROL BYLAW 1181/14**

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 amending Animal Control Bylaw No. 1181/14 to update the definition of "Livestock" to exclude licensed chickens.

WHEREAS, pursuant to Section 7 of the MGA, RSA 2000, Chapter M-26 and amendments thereto, authorizes Council of the Town of Blackfalds to enact bylaws respecting the safety, health and welfare of people and the protection of people and property; and

WHEREAS, the Council of the Town of Blackfalds deems it desirable to amend such a bylaw to exclude the prohibition of licensed chickens from the municipality.

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 "**Animal Control Bylaw Amendments**".

**PART 2 – AMENDMENTS**

2.1 That Part 2 – DEFINITIONS, Section 2 l) is amended by deleting the definition for "Kennel" and replacing it with:

"Kennel" includes a house, shelter, room or place located in a properly zoned area (according to the Town's Land Use Bylaw) where more than 3 dogs over the age of 3 months and/or 3 cats over the age of 3 months, regardless of sex are kept or boarded, but does not include commercial premises used for the care and treatment of animals, operated by a duly qualified veterinarian;

2.2 That Part 2 – DEFINITIONS, Section 2 o) v. be amended by adding "(non-licensed)" after "chickens".

2.3 That Part 5 – ANIMAL CONTROL PROVISIONS, Section 18 be amended by deleting "…two (2)…" and replace it with "three (3)…"

2.4 That Part 7 – KENNELS, Section 31 be amended by deleting "…two (2)…" and replacing it with "…three (3)…"

2.5 That Part 7 – KENNELS, Section 31 be amended by adding "…and/…"

2.6 That Schedule C Specified Penalties, Part 5, Section 18 be amended by deleting "2" and replacing it with "3".

2.7 That Schedule C Specified, Part 7, Section 31 be amended by deleting "2" and replacing it with "3".

**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 27th day of June, A.D. 2023.

(**RES. 208/23**)

-Original Signed-
**MAYOR JAMIE HOOVER**

-Original Signed-
**INTERIM CAO**
**JUSTIN DE BRESSER**

UNCERTIFIED COPY

READ for the second time this 11th day of July, A.D. 2023.

(**RES**. **232/23**)

-Original Signed-
**MAYOR JAMIE HOOVER**

-Original Signed-
**INTERIM CAO**
**JUSTIN DE BRESSER**

READ for the third and final time this 11th day of July, A.D. 2023.

(**RES**. **233/23**)

-Original Signed-
**MAYOR JAMIE HOOVER**

-Original Signed-
**INTERIM CAO**
**JUSTIN DE BRESSER**

UNCERTIFIED COPY

**MEETING DATE:** April 28, 2026

**PREPARED BY:** Jordan Bauman, Financial Analyst

**PRESENTED BY:** Justin de Bresser, Director of Corporate Services

**SUBJECT:** **Bylaw 1352.26 - 2026 Property Tax Rate Bylaw**

## BACKGROUND

The *Municipal Government Act* (MGA) requires that municipalities set property tax rates on an annual basis. The determination of tax rates is based on the funds required to balance the budget. There are several items that impact the budget, such as the cost of living set during the budget review, new assessments and requisitions received from Alberta Education and the Lacombe Seniors Foundation.

Many factors are included in the development of the operating budget and assessment estimates are utilized at that time. Final assessments are submitted by February, and the budgets are amended to reflect the new assessments. Once this is complete, the tax rates can be finalized.

At the April 14th Regular Council Meeting, Council gave first reading to the property tax rate bylaw.

## DISCUSSION

### Key Decisions & Information

This document outlines the changes to the assessment for 2026 and the calculation of the 2026 property taxes, school requisition and seniors' requisition. There are several key decision areas for Council to consider:

1. Tax increases are normally based on the CPI. December 2025 year-over-year CPI **was at 2.1%**. Administration has prepared the 2026 Property Tax Rate Bylaw as directed by Council as part of the 2026 Operating Budget approval with a 2.20% tax increase.

2. 2026 Educational Property tax rates have been set by the Provincial Government. Education Property taxes are based on the Town's equalized assessment. The 2026 Mill Rates have been calculated using the Town's live assessment base, along with the recovery of the under/over levies from prior years.

### Assessment Base Changes (Table 2)

The 2026 assessments (based on 2025) show changes in two major areas. In the area of inflation, the residential tax base increased by $52.0 Million or 3.51% due to increasing property values. Whereas, non-residential property values decreased $10.8 Million or -5.55%.

The inflationary/deflationary factors were taken into consideration when the property tax rate was calculated. This is commonly known as a floating rate. Residential properties that have increased 3.51% will only see a 2.20% increase on the municipal portion. However, residential properties that

have increased over the 3.51% will see more than a 2.20% increase on the municipal portion. Overall, the Town, on average, will collect 2.20% more municipal taxes than it did in 2025.

**New Assessment**

The new assessment comes in the form of construction of houses, lots, and new commercial development. The new assessment provides new tax revenue for the Town and as a result, the residential assessment grew 3.52% and non-residential assessment grew 7.13%. This assessment provides $564,400 in new revenue.

**Tax Rates/Mill Rates**

The current Mill Rates are listed below.

| Tax Rates | 2025 | 2026 | Change |
|---|---|---|---|
| **Residential** | 7.7479 | 7.6487 | (0.0992) |
| **Non-Residential** | 11.0441 | 11.9792 | 0.9351 |

The historical tax levies, residential and non-residential tax/Mill Rates are listed below.

| Year | Taxable Levy | Residential Tax Rate | % Change | Non-Residential Tax Rate | Ratio |
|---|---|---|---|---|---|
| **2020** | 1,305,318,910 | 8.1852 | 0.51% | 9.9652 | 1.22 |
| **2021** | 1,260,843,380 | 8.6045 | 5.12% | 10.7613 | 1.25 |
| **2022** | 1,318,333,560 | 8.3050 | -3.48% | 10.7993 | 1.30 |
| **2023** | 1,455,582,810 | 7.9568 | -4.19% | 10.5646 | 1.33 |
| **2024** | 1,547,841,410 | 7.8112 | -1.83% | 10.7268 | 1.37 |
| **2025** | 1,676,925,420 | 7.7479 | -0.81% | 11.0441 | 1.43 |
| **2026** | 1,783,389,590 | 7.6487 | -1.28% | 11.9792 | 1.57 |

Section 358(1) of the MGA identifies that the ratio of the highest non-residential tax rate set out in the municipality's property tax bylaw for a year to the lowest residential tax rate set out in the municipality's property tax bylaw for the same year cannot be greater than 5:1. There are some municipalities, particularly Counties that have large ratios between residential and non-residential.

**Designated Industrial Property and Linear Assessment**

Another change in the assessment is due to the introduction of designated industrial properties (DIP) in 2018 by the Provincial Government. The assessment function for these properties and linear has been transferred to the Provincial Government, and there are several changes and reclassifications required in the assessments to accommodate these changes.

There is now a DIP property tax requisition that is provided by Municipal Affairs. The assessment for 2025 is $19,379,160 and based on the rate of 0.07280 a balance of $1,411 is due to the province.

**Assessments**

Final assessment changes are shown below.

| Class | 2025 Assessment | 2025 Inflation / Deflation | 2025 New Assessment | 2026 Totals |
|---|---|---|---|---|
| Residential | 1,474,852,090 | 51,912,500 | 52,180,020 | 1,578,944,610 |
| Non-Residential | 189,316,610 | (10,831,340) | 13,794,090 | 192,279,360 |
| Annexed Residential | 7,723,290 | 111,710 | 170 | 7,835,170 |
| Annexed Non-Residential | 4,242,080 | 79,850 | 8,520 | 4,330,450 |
| **Total** | **1,676,134,070** | **41,272,720** | **65,982,800** | **1,783,389,590** |
| **Percentage Change** | | **2.46%** | **3.94%** | |

Overall assessment values have increased by $41.3 million and in 2025 new assessment increased $66.0 million.

**Property Taxes**

The total tax to be collected is $14.4 million.

| Municipal Purposes | Assessment | Mill rate | Total Collected |
|---|---|---|---|
| Residential/Farmland | 1,578,944,610 | **7.6487** | 12,076,874 |
| Non-Residential | 192,279,360 | **11.9792** | 2,303,353 |
| Annexed Residential | 7,835,170 | **2.5950** | 20,332 |
| Annexed Non-Residential | 4,330,450 | **5.6690** | 24,549 |
| **Total Municipal Purposes** | **1,783,389,590** | | **14,425,108** |

**Alberta School Fund (ASFF) Requisitions**

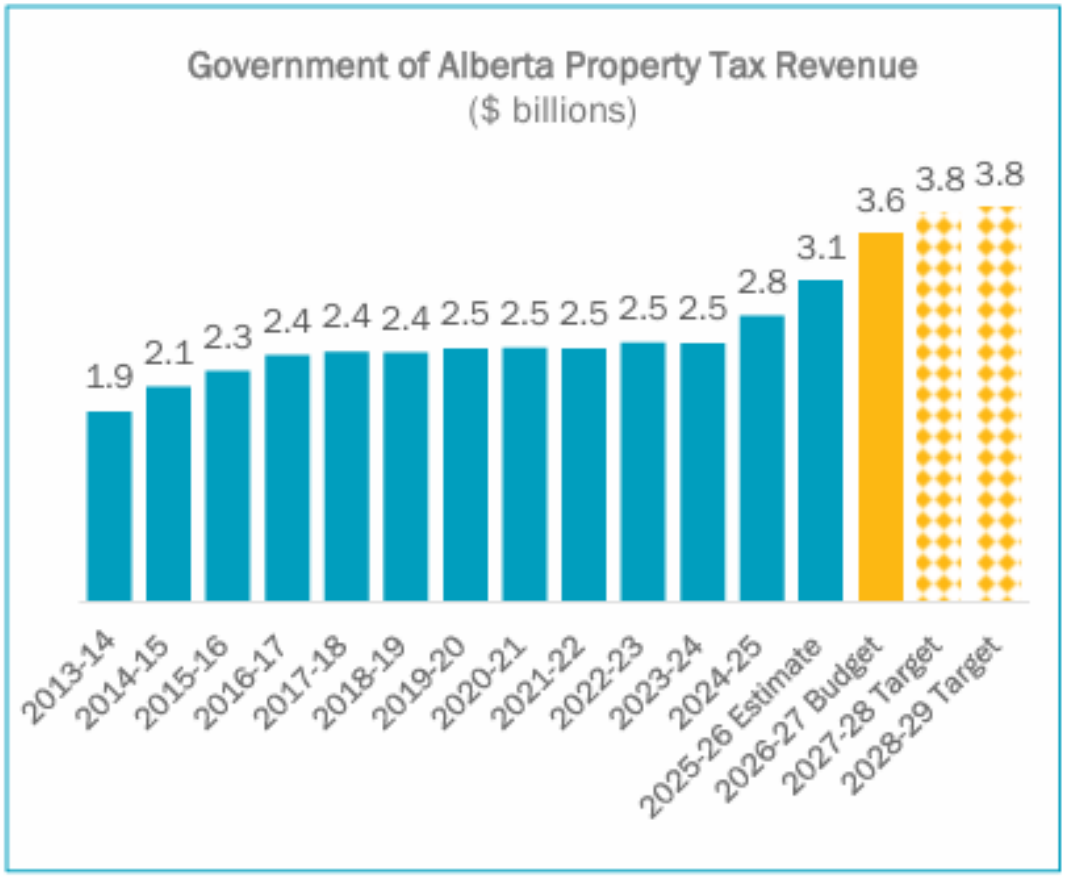
The table below lists the assessment and Mill Rates for the required school education tax requisition. The assessment base differs from the municipal assessment due to machinery and equipment. Machinery and equipment are exempt from the education requisition.

| ASFF Requisition | Live Assessment | Mill Rate | Total Collected |
|---|---|---|---|
| Residential / Farmland | 1,586,779,780 | **2.6779** | 4,249,238 |
| Non-Residential | 188,565,190 | **4.2406** | 799,630 |
| **Total Requisition** | **1,775,344,970** | | **5,048,867** |

| ASFF Requisition | 2025 Collected | 2026 Collected | $ Increase | % Increase |
|---|---|---|---|---|
| Residential / Farmland | $3,712,630 | $4,249,238 | $536,608 | 14% |
| Non-Residential | $707,622 | $799,630 | $92,008 | 13% |
| **Total Requisition** | **$4,420,252** | **$5,048,867** | **$628,615** | |

The province's 2026 budget included another substantial increase to education property taxes. Rates were increased to collect an additional $468 million in requisitions across the province. As a result Town of Blackfalds requisition rates will increase by 14% for residential and 13% for non-residential.

The table below shows the budget and estimated targets for the next 2 years. Which includes large increases



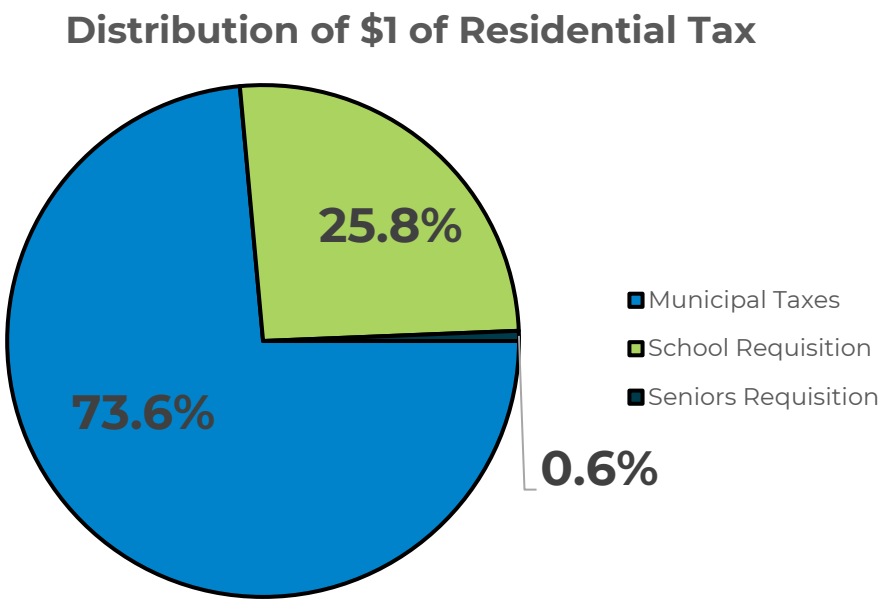
**Average Assessments**

The table below lists the average assessment changes from 2025 to 2026. Assessments are based on the market value as of July 1st, 2025, and physical condition as of December 31st, 2025.

A house valued at $380,023 will have a $62 increase in the municipal portion for 2026. The Provincial School Requisition will increase by $98, which reflects the increase in School Education Requisitions and the under/over levy collected last year. The Seniors Requisition amount will remain the same for 2026.

| | Average Home - 2025 | | | | Average Home - 2026 | | | |
|---|---|---|---|---|---|---|---|---|
| | **Assessment** | **Mill Rate** | **Total Bill** | | **Assessment** | **Mill Rate** | **Total Bill** | **Increase/ Decrease** |
| **Property Taxes** | $367,102 | 7.748 | $2,844 | | $380,023 | 7.6487 | $2,907 | $62 |
| **School Requisition** | | 2.504 | $919 | | | 2.6779 | $1,018 | $98 |
| **Seniors Requisition** | | 0.0693 | $25 | | | 0.0661 | $25 | ($0) |
| Total | **$367,102** | | **$3,789** | | **$380,023** | | **$3,949** | **$161** |

The chart below lists where and how your tax dollars are spent. It's important to note that the Municipality receives approximately 74% of the total income. Whereas the province and seniors housing receive approximately 26%.




The impact of the tax increase on properties will ***vary*** depending on the assessment value change. All figures that have been provided are on average basis and individual properties will experience variances +\-.

The rates for annexed properties have not been provided by Lacombe County. Administration will likely have budgeted Mill Rates before Second and Third .

The Town's goal is to have Blackfalds property tax notices sent out as close to May 1st as possible. While 60 days' notice is not a firm requirement, Section 309(1) of the MGA provides 60 days for an assessment complaint to be filed. The tax notices are a combined tax and assessment notice, so providing these as close to 60 days as possible, allows resolution of any assessment inquiries.

**Tax Rate Bylaw Totals**

The 2026 Property Tax Rate Bylaw is attached and contains the information as required by the MGA. The tables included in the Bylaw outline the assessment for each major area, the Mill Rate and the total taxes that will be collected.

**Advertising and Property Tax Notices**

Property Tax notices are due to be sent out the first week of May. Administration will also include the 2026 Alberta School Requisition facts and information insert. A link to this document will also be included on the tax notice.

The Important dates & timeline after third reading:

First Week of May – Tax notices are printed and prepared for mail out
Mailing date plus 7 days is start of the notice appeal period
60 Days after mailing date the appeal period closes
Due date of tax notices will be the end of June 2026.

**FINANCIAL IMPLICATIONS**

The 2026 Property Tax Rate Bylaw is prepared based on the approved 2026 Operating Budget and includes a 2.20% tax increase.

**ADMINISTRATIVE RECOMMENDATION**

That Council consider the following motions:

1. That Council give Second Reading to Bylaw 1352.26 - 2026 Property Tax Rate Bylaw, as presented.

2. That Council give Third Reading to Bylaw 1352.26 - 2026 Property Tax Rate Bylaw, as presented.

**ALTERNATIVES**

a) Council directs Administration to revise the current tax rate increase.

b) That Council refer Bylaw 1352.26 - 2026 Property Tax Rate Bylaw back to Administration for further consideration.

## ATTACHMENTS

- *Draft Bylaw 1352.26 - 2026 Property Tax Rate Bylaw*
- *2026 Property Tax Calculations*
- *2026 Alberta School Education Property Fact and Information*

## APPROVALS

Kim Isaak,
Chief Administrative Officer

Department Director/Author

**BEING A BYLAW TO AUTHORIZE THE RATES OF TAXATION TO BE LEVIED AGAINST ASSESSABLE PROPERTY WITHIN THE TOWN OF BLACKFALDS FOR THE 2026 TAXATION YEAR.**

A Bylaw of the Town of Blackfalds, in the Province of Alberta, pursuant to the provisions of the *e Municipal Government Act is RSA 2000, c M-26* and amendments thereto, for the purpose of imposing an annual property tax in respect of property in the municipality to raise revenue to be used toward the payment of expenditures and transfers set out in the budget of the municipality, and the requisitions.

**WHEREAS** the Town of Blackfalds has prepared and adopted detailed estimates of the municipal revenue and expenditures as required, at the Council Meeting held March 10, 2026.

**AND WHEREAS** the estimated municipal expenditures and transfers set out in the budget for the Town of Blackfalds for 2026, totalling $39,003,535.

**AND WHEREAS** the estimated municipal revenues and transfers from all sources other than taxation are estimated at:

| | | |
|---|---|---|
| $ | 39,003,535 | Operating Budget |
| $ | 19,862,773 | (-) Minus Funding from Other Sources |
| $ | 4,537,047 | (-) Minus Requisition (Budget) Funding |
| $ | 535,000 | (-) Minus Expected Joint Economic Taxes |
| **$** | **14,068,715** | **Municipal Property Taxes** |

**AND WHEREAS** the Town of Blackfalds, as per the annexation agreement, shall be authorized to levy taxation rates against the annexed lands as per the Lacombe County taxation rates of 2025.

**AND WHEREAS** the Council is authorized to classify assessed property and to assess rates of taxation as per the Lacombe County hereby covered under the annexation approval conditions

**AND WHEREAS** the requisitions are:

| | | | | |
|---|---|---|---|---|
| $ 4,248,751 | School Requisition - Residential | $ | 117,863 | Residential & Non-Res. |
| $ 797,033 | School Requisition - Non-Residential | | | |
| **$ 5,045,784** | **Total School Requisition** | **$** | **117,863** | **Lacombe Foundation** |

**AND WHEREAS** the Council of the Town of Blackfalds is required each year to levy on the assessed value of all property tax rates sufficient to meet the estimated expenditures and the requisitions; and

**AND WHEREAS** the Council is authorized to classify assessed property and to establish different rates of taxation in respect to each class of property subject to the Municipal Government Act, Chapter M26, Revised Statutes of Alberta, 2000; and

**AND WHEREAS** Section 369 of the Act authorizes the Town of Blackfalds to impose a supplementary tax against properties listed on the supplementary tax roll and that the supplementary tax rates be the same as imposed in this bylaw.

**AND WHEREAS** the assessed values of all taxable property in the Town of Blackfalds as shown on the assessment roll is $1,783,389,590.

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

**PART 1 – TITLE**

1. That this Bylaw shall be cited as the "**2026 Property Tax Rate Bylaw**".

DRAFT

## PART 2 – PURPOSE AND APPLICATION

2. The Chief Administrative Officer is hereby authorized to levy the following rates of taxation on the assessed value of all property as shown on the assessment roll of the Town of Blackfalds.

| Municipal Purposes | Assessment | Mill rate | Total Collected |
|---|---|---|---|
| Residential/Farmland | 1,578,944,610 | **7.6487** | 12,076,874 |
| Non-Residential | 192,279,360 | **11.9792** | 2,303,353 |
| Annexed Residential | 7,835,170 | **2.5950** | 20,332 |
| Annexed Non-Residential | 4,330,450 | **5.6690** | 24,549 |
| **Total Municipal Purposes** | **1,783,389,590** | | **14,425,108** |

| Alberta School Foundation | Assessment | Mill rate | Total Collected |
|---|---|---|---|
| Residential/Farmland | 1,586,779,780 | **2.6779** | 4,249,238 |
| Non-Residential | 188,565,190 | **4.2406** | 799,630 |
| **Total Educational Purposes** | **1,775,344,970** | | **5,048,867** |
| Note - Excludes M&E and Linear | | | |
| **Lacombe Seniors Foundation** | **1,783,389,590** | 0.0661 | **117,882** |
| **DIP Property** | **19,379,160** | 0.0728 | **1,411** |
| **Total Tax Levy** | | | **19,593,268** |

## PART 3 - DATE OF FORCE

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

READ for the first time this _____ day of _____, A.D. 2026.

(**RES.** )

**MAYOR LAURA SVAB**

**CAO KIM ISAAK**

READ for the second time this _____ day of_____, A.D. 2026.

(**RES**. )

**MAYOR LAURA SVAB**

**CAO KIM ISAAK**

READ for the third and final time this _____ day of_____, A.D. 2026.

(**RES**. )

**MAYOR LAURA SVAB**

**CAO KIM ISAAK**

DRAFT

# Town of Blackfalds
# 2026 Property Tax Calculation

## Worksheets

**As of**
**March 30, 2026**

BLACKFALDS
ALBERTA

**Table 1**
**Town of Blackfalds**
**Number of Assessment Records**

| | 2024 | 2025 | Increase | % Change |
|---|---|---|---|---|
| Residential | 3909 | 3959 | 50 | 1.3% |
| Residential Vacant | 156 | 105 | -51 | -32.7% |
| Mobile Homes | 187 | 198 | 11 | 5.9% |
| Farm Land | 13 | 13 | 0 | 0.0% |
| Annexed Residential | 9 | 9 | 0 | 0.0% |
| Annexed Acreages | 6 | 6 | 0 | 0.0% |
| Annexed Farm Land | 6 | 6 | 0 | 0.0% |
| Annexed Farm Improvements | 6 | 6 | 0 | 0.0% |
| Annexed Farm Additions | 1 | 1 | 0 | 0.0% |
| Annexed Farm land | 14 | 14 | 0 | 0.0% |
| Machinery & Equipment | 2 | 2 | 0 | 0.0% |
| Commercial | 49 | 49 | 0 | 0.0% |
| Vacant Commercial | 12 | 12 | 0 | 0.0% |
| Industrial | 85 | 85 | 0 | 0.0% |
| Vacant Industrial | 16 | 16 | 0 | 0.0% |
| Power & Pipeline | 17 | 17 | 0 | 0.0% |
| DIP - Land & Building | 4 | 5 | 1 | 25.0% |
| DIP - Machinery & Equipment | 5 | 5 | 0 | 0.0% |
| Annexed Land & Improvements | 4 | 4 | 0 | 0.0% |
| Annexed Machinery & Equipment | 2 | 2 | 0 | 0.0% |
| Exempt | 214 | 215 | 1 | 0.5% |
| Seniors Complex | 2 | 2 | 0 | 0.0% |
| **Totals** | **4719** | **4731** | **12** | 0.25% |

**Table 2**

**2026 Tax Year - 2025 Assessment Analysis**
**Area by Property Type Analysis (Including Linear)**

| Type | Code | Description | Previous | New assessment | Growth & Policy Change | Inflation | Growth | Inflation |
|---|---|---|---|---|---|---|---|---|
| | 1000 | Residential | 1,435,000,550 | 1,537,320,600 | 50,711,550 | 51,608,500 | 3.53% | 3.60% |
| | 4000 | Residential Vacant | 26,629,330 | 25,456,000 | (936,330) | (237,000) | -3.52% | -0.89% |
| | 1100 | Mobile Homes | 13,143,200 | 16,089,000 | 2,404,800 | 541,000 | 18.30% | 4.12% |
| | 5000 | Farm Land | 79,010 | 79,010 | - | - | 0.00% | 0.00% |
| **Total Residential** | | | **$1,474,852,090** | **$1,578,944,610** | **$52,180,020** | **$51,912,500** | | 3.52% |
| | 120 | Annexed Residential | 4,039,680 | 4,058,770 | 170 | 18,920 | 0.00% | 0.47% |
| | 122 | Annexed Acreages | 17,490 | 17,490 | - | - | 0.00% | 0.00% |
| | 140 | Annexed Farm Land | 1,137,510 | 1,137,510 | - | - | 0.00% | 0.00% |
| | 141 | Annexed Farm Improvements | 1,958,160 | 2,056,520 | - | 98,360 | 0.00% | 5.02% |
| | 142 | Annexed Farm Additions | 305,360 | 299,790 | - | (5,570) | 0.00% | -1.82% |
| | 101 | Annexed Farm land | 265,090 | 265,090 | - | - | 0.00% | 0.00% |
| **Total Annexed Residential** | | | **$7,723,290** | **$7,835,170** | **$170** | **$111,710** | | 1.45% |
| | 1001 | Machinery & Equipment | 7,299,840 | 7,292,800 | 2,160 | (9,200) | 0.03% | -0.13% |
| | 2000 | Commercial | 90,698,330 | 91,433,350 | 11,598,420 | (10,863,400) | 12.79% | -11.98% |
| | 2001 | Vacant Commercial | 5,460,390 | 5,139,000 | (1,390) | (320,000) | -0.03% | -5.86% |
| | 3000 | Industrial | 58,770,820 | 59,751,050 | 755,330 | 224,900 | 1.29% | 0.38% |
| | 3001 | Vacant Industrial | 9,152,110 | 9,284,000 | (1,110) | 133,000 | -0.01% | 1.45% |
| | 6000 | Power & Pipeline | 17,549,470 | 19,014,930 | 1,465,460 | - | 8.35% | 0.00% |
| | 8000 | DIP - Land & Building | 150,350 | 151,410 | - | 1,060 | 0.00% | 0.71% |
| | 8001 | DIP - Machinery & Equipment | 235,300 | 212,820 | (24,780) | 2,300 | -10.53% | 0.98% |
| **Total Non Residential** | | | **$189,316,610** | **$192,279,360** | **$13,794,090** | **($10,831,340)** | | -5.72% |
| | | | | $188,565,190 | | | | |
| | 220 | Annexed Land & Improvements | 3,703,640 | 3,791,450 | 7,960 | 79,850 | 0.21% | 2.16% |
| | 251 | Annexed Machinery & Equipment | 538,440 | 539,000 | 560 | - | 0.10% | 0.00% |
| **Total Annexed Non Residential** | | | **$4,242,080** | **$4,330,450** | **$8,520** | **$79,850** | | 1.88% |
| | 7000 | Exempt | 225,609,490 | 234,486,000 | 9,504,510 | (628,000) | | |
| | 9000 | Seniors Complex | 416,530 | 422,000 | 1,470 | 4,000 | | |
| **Exempt** | | | **$226,026,020** | **$234,908,000** | **$9,505,980** | **($624,000)** | | |
| **Blackfalds Total** | | | **$1,902,160,090** | **$2,018,297,590** | **$75,488,780** | **$40,648,720** | **4.50%** | **2.43%** |

**Table 3**
**Town of Blackfalds**
**Taxation Revenue Analysis**

| | | 2025 Actual | | | | |
|---|---|---|---|---|---|---|
| | | General Area | | Annexation Area | | Total |
| | | Residential | Non-Residential | Residential | Non-Residential | |
| **Assessment -** | | | | | | |
| **2024 Assessment (Updated)** | | **$1,474,852,090** | **$189,316,610** | **$7,723,290** | **$4,242,080** | **$1,676,134,070** |
| Add: | | | | | | |
| Overall Market Appreciation | 3.52% | $ 51,912,500 | | | | $ 51,912,500 |
| Overall Market Appreciation | -5.72% | | (10,831,340) | | | (10,831,340) |
| Overall Market Appreciation | 1.45% | | | 111,710 | | 111,710 |
| Overall Market Appreciation | 1.88% | | | | 79,850 | 79,850 |
| **Subtotal** | | $1,526,764,590 | $ 178,485,270 | $ 7,835,000 | $ 4,321,930 | $ 41,272,720 |
| New Assessable Properties | 3.54% | 52,180,020 | | 170 | | 52,180,190 |
| New Assessable Properties | 7.29% | | 13,794,090 | | 8,520 | 13,802,610 |
| **Subtotal** | | $ 52,180,020 | $ 13,794,090 | $ 170 | $ 8,520 | $ 65,982,800 |
| **2025 Assessment** | | **$1,578,944,610** | **$ 192,279,360** | **$ 7,835,170** | **$ 4,330,450** | **$ 1,783,389,590** |

| | Taxable |
|---|---|
| **Residential Growth** | **3.52%** |
| **Non-Residential Growth** | **7.13%** |
| **Average Growth (Weighted)** | **3.94%** |
| **Residential Market Value Increase** | **3.51%** |
| **Non-Residential Market Value Increase** | **-5.55%** |
| **Average Market Value (Weighted)** | **2.46%** |

**Tax Rates**

| **2025 Actual** | | | | |
|---|---|---|---|---|
| Residential | 7.6487 | | | |
| Residential - County | | 2.5950 | | |
| Non-Residential - County | | | 5.6690 | |
| Non-Residential | | 11.9792 | | |

**Municipal Tax Revenues**

| | | 2026 Forecasted Municipal Tax Levy | | | | |
|---|---|---|---|---|---|---|
| **2025 Levy** | | | | | | |
| **2025 Levy (excludes supplementary)** | | $ 11,426,458 | $ 2,092,089 | $ 20,042 | $ 24,048 | 13,562,637 |
| **% Increase** | **2.20%** | 251,382 | 46,026 | | | 297,408 |
| **Subtotal** | | $ 11,677,840 | $ 2,138,115 | $ 20,332 | $ 24,501 | $ 13,860,788 |
| **Assessment Growth (includes prior year Supple** | | 399,109 | 165,242 | 0 | 48 | 564,400 |
| **Non - Res Split Premium** | | | | | | - |
| Total Revenue (excludes Supplementary) | | $ 12,076,949 | $ 2,303,357 | $ 20,332 | $ 24,549 | $ 14,425,188 |
| % Split | | 83.98% | 16.02% | | | $ 14,425,108 |
| | | | | | | -$80 |
| **Total Additional 2026 Revenue from budget*** | | | | | | **$356,393** |
| **2026 Average Tax Rate Increase (includes influence of Lacombe County Tax Rate changes)** | | | | | | **2.19%** |

# Education Property Tax

Fact Sheet

## Highlights of the 2026-27 provincial education property tax

Budget 2026 will see an increase to education property tax rates to account for growing education operating costs. The higher rates, along with rising property values and increased development, are expected to raise the education property tax requisition to $3.6 billion in 2026-27.

The share of education operating costs funded by the education property tax will increase to 33.4 per cent in 2026-27. This will enhance Alberta's ability to fund school operations, leading to better educational outcomes as student enrolment continues to grow.

Education property taxes provide a stable source of revenue and equitable funding that supports K-12 education, including teachers' salaries, textbooks and classroom resources. They are not used to fund government operations, school capital costs or teachers' pensions.

Under the provincial funding model, all education property taxes are pooled by Alberta Education and Childcare through the Alberta School Foundation Fund and distributed to public and separate school boards on an equal per-student basis.

## How education property tax is calculated for municipalities

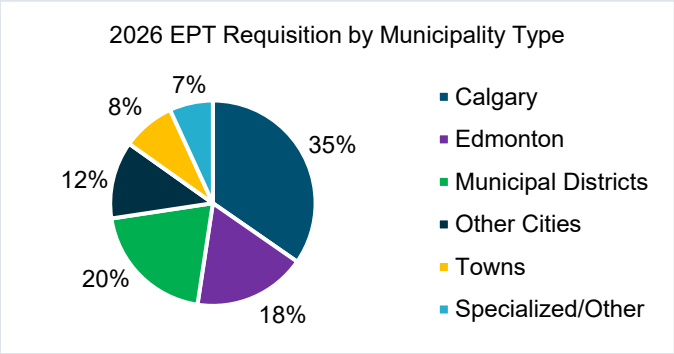
All municipalities collect an equitable share of the provincial education property tax in proportion to their total taxable property assessments, which are equalized across the province. The equalization process ensures owners of properties of similar value and type across the province pay similar amounts of education property taxes. For more details on this process, refer to the Guide to Equalized Assessment on the Alberta website.

The provincial equalized assessment base used to determine education property taxes this year reflects 2024 property values.

In 2026, the education property tax will be calculated at a rate of $2.84 per $1,000 of the total residential/farmland equalized assessment value. The non-residential rate will be set at $4.17 per $1,000 of equalized assessment value. Most property owners will see a change to their education tax bill due to increasing mill rates and assessment values.

Individual properties are taxed based on the local education property tax rate set by the municipality.

## All municipalities contribute




## Declaration of faith

The Canadian Constitution guarantees Roman Catholic citizens' minority rights to a separate education system. In communities with separate school jurisdictions, property owners can declare they are of the Roman Catholic faith, so their education property tax dollars can be directed to those separate school jurisdictions.

## Education system benefits everyone

Alberta's education system plays a crucial role in shaping a skilled workforce, driving economic growth and fostering the social well-being of individuals and the province as a whole. It serves as a cornerstone for personal and collective prosperity, benefiting all Albertans—regardless of age, marital status or parental responsibilities.

Questions about financial assistance for seniors or the Seniors Property Tax Deferral program can be directed to the Alberta Supports Contact Centre at 1-877-644-9992 (in Edmonton - 780-644-9992).


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Classification: Public

**MEETING DATE:** April 28, 2026

**PREPARED BY:** Aws Al Sammarraie, Engineering Services Manager

**PRESENTED BY:** Aws Al Sammarraie, Engineering Services Manager

**SUBJECT:** **Master Engineering Services Agreement Award**

## BACKGROUND

For the past 10 years, the Town of Blackfalds has been working with Stantec Consulting of Red Deer to ensure the Town's engineering requirements are being met during the development and review of new subdivisions, capital, planning and operational projects via formal agreement. The current Master Engineering Services agreement expires on May 11th, 2026.

The Request for Proposal (RFP) for Engineering Services is sent out approximately every 5 years. Administration then reviews the proposals and rates them based on their abilities, price and other criteria set out by Administration. The current Master Servicing agreement with Stantec expires on May 11, 2026, and as such the RFP for Engineering Services is being brought forward for Council's consideration.

## DISCUSSION

The Master Engineering Services Agreement with the Engineering firm allows the Town of Blackfalds to contract out municipal engineering services for capital and operational tasks on an as-needed basis.

The expected work scope for providing engineering services for items including but not limited to:

- general engineering consultation and advisement.
- review and consultation with Town staff on development policies, procedures and advice regarding regulatory compliance.
- Participate in long- and short-term planning/engineering exercises for the extension and upgrading of municipal infrastructure to accommodate growth, ensure public safety and the efficiency and reliability of the infrastructure.
- assist Town staff with procurement of contracted services related to engineering structures including cost estimates for budgeting purposes.
- design work, and construction management services, as requested, for capital projects from time to time.
- liaison with other levels of government, utility companies and community groups on engineering issues.
- geotechnical investigation, analysis and recommendations.
- stormwater management system analysis and planning.
- sanitary sewer collection system analysis and planning.
- water distribution system analysis and planning.
- public consultation strategies development and support.
- general buildings support engineering; and
- business case development.

The Request for Proposal (RFP) was advertised on APC and closed on March 25, 2026, at 2:00:00 p.m. The Town of Blackfalds received five bids from the following consultants: Stantec, Tagish, MPE, Nichols, and Proforma. Only four bids met the mandatory requirements; consequently, a full evaluation was conducted.

The Engineering Services Manager, the Manager of Public Works, and the Director of Infrastructure and Planning Services evaluated the submissions based on the criteria provided in the RFP, as illustrated in the combined evaluation sheet.

As a result of the evaluation process, Stantec Consulting Ltd. achieved the highest rank with a score of 92 points. For several years, the Town of Blackfalds has worked with Stantec Consulting (Red Deer) to ensure engineering requirements are met during the development and implementation of subdivisions, capital planning, and operational projects under the previous Master Engineering Services Agreement. Stantec has consistently provided professional support and high-quality results.

## FINANCIAL IMPLICATIONS

Not applicable. All associated capital engineering, construction testing, project management and survey costs are estimated as a percentage under the 5-year and yearly budgetary documents for each project.

## ADMINISTRATIVE RECOMMENDATION

That Council consider the following motion:

1. That Council authorize and direct Administration to award and execute the Master Engineering Services Agreement to Stantec Consulting Ltd. for the period of May 2026 to May 2031.

## ALTERNATIVES

a) That Council refer Master Engineering Services Agreement Award this back to Administration for more information.

## ATTACHMENTS:

- *Combined Evaluation Sheet*

**APPROVALS**

Kim Isaak,
Chief Administrative Officer

Department Director/Author

| 2026 2031 RFP Master Engineering services | | | | | | |
|---|---|---|---|---|---|---|
| Rating Criteria Category | | Consultant Company | | | | |
| Committee Average Rating | Rate | Stantec | Tagish | MPE | Nickols | Proforma |
| **Capabilities of Firm** | 25% | | | | | |
| Project History & similar Projects | 6 | 6 | 6 | 4 | 2 | 0 |
| Town understanding | 10 | 10 | 8 | 7 | 2 | 0 |
| Primary Experience | 5 | 5 | 4 | 5 | 3 | 0 |
| Secondary Experience | 4 | 4 | 4 | 4 | 3 | 0 |
| | | | | | | |
| **Services delivery Plan** | 45% | | | | | |
| Resources feedback | 12 | 11 | 10 | 10 | 8 | 0 |
| Primary Feedback | 10 | 10 | 8 | 9 | 8 | 0 |
| Secondary Feedback | 10 | 10 | 8 | 9 | 8 | 0 |
| Project Management | 8 | 7 | 7 | 7 | 6 | 0 |
| Consultant Office | Location | Red Deer | Red Deer County | Red Deer & Calgary | Edmonton & Calgary | Manitoba |
| Local Services Location | 5 | 5 | 4 | 5 | 1 | 0 |
| | | | | | | |
| **Innovative and Value added Solutions** | 10% | | | | | |
| Cost Saving Alternatives | 4 | 2 | 1 | 2 | 1 | 0 |
| Sustainability & Environmental | 3 | 3 | 1 | 2 | 1 | 0 |
| Community Support | 3 | 3 | 3 | 3 | 1 | 0 |
| | | | | | | |
| **Cost Pricing** | 20% | | | | | |
| Fees increase rate per year | | ATIA S. 19(1) | ATIA S. 19(1) | ATIA S. 19(1) | ATIA S. 19(1) | ATIA S. 19(1) |
| Primary Rate | 8 | 6 | 8 | 4 | 3 | 0 |
| Secondary Rate | 8 | 6 | 8 | 4 | 2 | 0 |
| Milage ( Yes 0 / No 4 ) | 4 | 4 | 4 | 0 | 0 | 0 |
| | | | | | | |
| | | | | | | |
| **Total** | **100%** | **92** | **84** | **75** | **49** | **0** |

**Note: Proforma didn't meet the mandatory RFP requirements which has resulted in rating 0**

**MEETING DATE:** April 28, 2026

**PREPARED BY:** Kim Isaak, Chief Administrative Officer

**PRESENTED BY:** Kim Isaak, Chief Administrative Officer

**SUBJECT:** **2026-2030 Strategic Plan**

## BACKGROUND

Council met with Tracey Lorenson of Civic Excellence on January 16 and 17 to begin developing the 2026-2030 Strategic Plan. The plan outlines Council's Vision and Values and identifies four key Strategic Priorities:

1. **Economic Vitality and Community Prosperity.**
2. **Community Life, Safety, and Inclusion.**
3. **Leadership, Engagement, and Advocacy.**
4. **Sustainable Services and Infrastructure.**

Following these sessions, Administration was directed to prepare an operational plan designed to support Council in advancing the key priorities identified within the Strategic Plan. Administration has now completed this operational plan and incorporated several key initiatives into the Strategic Plan, aligning them with their respective Strategic Priorities.

Council reviewed the draft Strategic Plan at the March 16, 2026, Standing Committee of Council and passed the following resolution.

**015/26** Mayor Svab moved That Standing Committee of Council recommend to Council to direct the Draft 2026-2030 Strategic Plan to the April 28, 2026, Regular Meeting of Council for consideration.

**CARRIED**

## DISCUSSION

As per the above resolution. Administration is recommending that Council adopt the 2026-2030 Strategic Plan. Once approved, the Strategic Plan, supported by the operational plan, will guide municipal-decision making, resource allocation, and performance reporting over the 2026-2030 period.

## FINANCIAL IMPLICATIONS

The $12,000 cost of the Strategic Plan was included in the Operating Budget, and initiatives from the operational plan have been either included in the Operating Budget or Capital Budget accordingly.

## ADMINISTRATIVE RECOMMENDATION

That Council consider the following motion:

1. That Council approve and adopt the 2026-2030 Strategic Plan.

## ALTERNATIVES

a) That Council refer the 2026-2030 Strategic Plan back to Administration.

## ATTACHMENTS

- *2026-2030 Strategic Plan*

## APPROVALS

Kim Isaak,
Chief Administrative Officer

Department Director/Author




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Town of Blackfalds 2026-2030

# Strategic Plan

Prepared by: Tracey Lorenson | www.civicexcellence.com

# Vision

A vibrant, friendly, and forward-thinking community people are proud to call home.

# Values

**Accountable -** We do what we say and explain our decisions clearly to each other and the public.

**Collaborative** - We work together constructively and remain open to diverse perspectives.

**Compassionate -** We consider the impacts of our decisions on people and the community.

# STRATEGIC PRIORITIES



**Economic Vitality and Community Prosperity**



**Community Life, Safety, and Inclusion**



**Leadership, Engagement, and Advocacy**



**Sustainable Services and Infrastructure**

STRATEGIC PRIORITY

# Economic Vitality and Community Prosperity

Promote job creation and economic strength by attracting and retaining key businesses.

## AREAS OF FOCUS

- **Business Attraction -** Attract investment to strengthen the local economy and employment base.
- **Business Retention -** Support existing businesses to encourage stability and long-term growth.
- **Economic Readiness -** Prepare policies, plans, and communications to support economic opportunity.



STRATEGIC PRIORITY

# Community Life, Safety, and Inclusion

Foster an inclusive and secure community with diverse recreation and housing options.




## AREAS OF FOCUS

- **Community Safety -** Prioritize safety to support a secure and welcoming community.
- **Recreation and Culture -** Leverage recreation and cultural assets to enhance quality of life and visitor experience.
- **Housing -** Support housing options that meet diverse community needs.
- **Inclusion and Belonging -** Strengthen inclusive spaces and connections to foster community belonging.

STRATEGIC PRIORITY

# Leadership, Engagement, and Advocacy

Engage with the public and partners to align efforts and advance shared community goals.



## AREAS OF FOCUS

- **Public Engagement -** Foster meaningful two-way dialogue to strengthen trust and understanding.
- **Regional Collaboration -** Collaborate with regional partners to improve service efficiency and shared outcomes.
- **Regional Participation -** Participate in regional initiatives to enhance cost-effective service delivery.
- **Advocacy -** Advocate on external issues that affect community wellbeing and local interests.

STRATEGIC PRIORITY

# Sustainable Services and Infrastructure

Sustain long-term service reliability by planning infrastructure investments wisely.



## AREAS OF FOCUS

- **Infrastructure Planning** - Align infrastructure investment to support planned growth and service reliability.
- **Asset Management** - Manage municipal assets to extend lifecycle value and reduce long-term risk.
- **Resource Stewardship** - Steward financial and physical resources to support long-term sustainability.
- **Service Alignment** - Align service levels with community needs and organizational capacity.




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# Strategic Priority Initiatives

STRATEGIC PRIORITY

# Economic Vitality and Community Prosperity

Promote job creation and economic strength by attracting and retaining key businesses.

## STRATEGIC PRIORITY INITIATIVES

- Update Economic Development Plan
- Complete Phase 2 of the Municipal Development Plan – Commercial, Industrial and Economic Development
- Approve new Offsite Levy Bylaw
- Construct access off Hwy 2A to Blackfalds Industrial Way through the Local Improvement Process
- Complete strategy session for Tri-Party Municipal Collaborative
- Update Taxi Business License Bylaw

STRATEGIC PRIORITY

# Community Life, Safety, and Inclusion

Foster an inclusive and secure community with diverse recreation and housing options.

## STRATEGIC PRIORITY INITIATIVES

- Develop Fire Master Plan
- Develop Emergency Response Plan for Railroad Emergency
- Install Emergency Generator at the Community Centre
- Complete Phase 1 of the Municipal Development Plan – Parks and Schools
- Construct new Ball Diamond
- Complete a Housing Needs Assessment
- Complete Phase 3 of the Municipal Development Plan - Housing and Transportation
- Complete Phase 4 of the Municipal Development Plan - Community Facilities and Emergency Services

STRATEGIC PRIORITY

# Leadership, Engagement, and Advocacy

Engage with the public and partners to align efforts and advance shared community goals.

## STRATEGIC PRIORITY INITIATIVES

- Update Communications and Public Engagement Policy
- Work with City of Lacombe and Lacombe County on Feasibility Study for Regional Recreational Facility
- Work with City of Lacombe and Lacombe County on Lacombe Lake Management Plan
- Continue to Advocate to Provincial and Federal Government for sustainable funding for Infrastructure Projects and other community needs
- Update Intermunicipal Collaborative Framework Agreements
- Adoption of the Municipal Development Plan

STRATEGIC PRIORITY

# Sustainable Services and Infrastructure

Sustain long-term service reliability by planning infrastructure investments wisely.

## STRATEGIC PRIORITY INITIATIVES

- Complete and commission Eagle Builders Centre Arena 1 Plant Upgrade
- Complete construction on the Broadway Reservoir Expansion Project
- Construct McKay Ranch Lift Station
- Implementation of new Financial Software
- Complete a Service Level Review for Recreational and Cultural Services
- Complete Transportation Master Plan Update
- Complete Water and Wastewater Master Plans
- Complete Asset Management Strategy
- Complete Interim Safety Improvements at Broadway and Womacks Intersection

**MEETING DATE:** April 28, 2026

**PREPARED BY:** Kim Isaak, Chief Administrative Officer

**PRESENTED BY:** Kim Isaak, Chief Administrative Officer

**SUBJECT:** **Communications and Engagement Committee**

## BACKGROUND

Throughout the 2025 Municipal General Election campaign period, Council candidates consistently emphasized the importance of strengthening communication between the Municipality and its residents. Council has likewise recognized the need for enhanced communication and more meaningful engagement with the community.

To advance this priority, it was suggested that an ad hoc Communications and Engagement Committee should be established. This Committee will work to develop a Communications Policy, conduct a comprehensive review of the existing Public Participation Policy, the Annual Budget Survey and provide advice on resident engagement.

The draft Terms of Reference was brought forward to the April 7, 2026, Special Standing Committee of Council and the following motion was carried.

**023/26** Councillor Brown moved That Standing Committee of Council recommend to Council that the Communications and Engagement Committee draft Terms of Reference be forwarded to a Regular Meeting of Council for consideration.

**CARRIED UNANIMOUSLY**

## DISCUSSION

As per the above resolution, Administration is recommending that Council approve the Terms of Reference for the Communications and Engagement Committee. Once the Terms of Reference are adopted Council can then establish the Communications and Engagement Committee followed by appointments to the Committee.

## FINANCIAL IMPLICATIONS

As funds have been allocated to communication initiatives through the budget process there will be no additional costs as a result of the establishment of the Committee.

## ADMINISTRATIVE RECOMMENDATION

That Council consider the following motions:

1. That Council adopt the Communications and Engagement Committee Terms of Reference as presented.

2. That Council establish the Communications and Engagement Committee.

3. That Council appoint Mayor Svab,_____, _____, CAO Isaak and the Marketing and Communications Team Lead to the Communications and Engagement Committee.

## ALTERNATIVES

a) That Council refer the Communications and Engagement Committee back to Administration for additional information.

## ATTACHMENTS

- *Terms of Reference - Communications and Engagement Committee*

## APPROVALS

Kim Isaak

Kim Isaak,
Chief Administrative Officer

Department Director/Author

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# TERMS OF REFERENCE
# COMMUNICATIONS AND ENGAGEMENT COMMITTEE

## 1. Purpose/Mandate

The purpose of the Communications and Engagement Committee is to act as an Advisory Committee to strengthen transparent, accessible, and proactive communication between the Municipality, Council and residents. The Committee will lead the development of a comprehensive Communications Policy for Council consideration, review and update the Public Participation Policy, and assess the design, timing, methodology, and reporting of the annual Budget Survey to enhance clarity, representativeness, and value for Council decision-making. Additionally, the Committee will provide advice and oversight on resident engagement activities, including tools, channels, engagement calendars, and key messaging.

## 2. Membership

2.1 The Communications and Engagement membership includes:

2.1.1 Mayor

2.1.2 Up to two (2) Council members;

2.1.3 Chief Administrative Officer;

2.1.4 Communications and Marketing Team Lead; and

2.1.5 Director and any other Administrative Staff that the Chief Administrative Officer deems necessary (non-voting members).

## 3 Meetings

3.1 Bi-weekly during policy development and quarterly thereafter.

## 4 Committee Roles and Responsibilities

4.1 Develop a draft Communications Policy that outlines the following:
a. Purpose
b. Roles and Responsibilities
c. Standards
d. Engagement Framework
e. Measurement and Reporting

4.2 Review and update the Current Public Participation Policy to ensure the following:
a. Scope of Decisions Requiring Engagement
b. Review of Engagement Levels and Methods
c. Accessibility and Inclusion
d. Reporting and Transparency
e. Meets the requirements of Section 216 of the *Municipal Government Act*

4.3 Review the Current Budget Survey Process including the following:
a. Design Review
b. Sampling and Promotion
c. Data Integrity

d. Reporting

4.4 Ongoing Council and Resident Engagement:

a. Annual Engagement Calendar
b. Channel Strategy
c. Measurement

4.5 The Committee shall advise and make recommendations regarding the above.

**MEETING DATE:** April 28, 2026

**PREPARED BY:** Kim Isaak, Chief Administrative Officer

**PRESENTED BY:** Kim Isaak, Chief Administrative Officer

**SUBJECT:** **Alberta Seniors & Community Housing Association (ASCHA) Conference – Per Diem Top Up**

## BACKGROUND

As part of the Town of Blackfalds membership on the Lacombe Housing Foundation the Town of Blackfalds representative has historically attended ASCHA Conference. The cost of the conference has been covered by the Lacombe Foundation. This year the Mayor attended the conference from April 12-15th and while all expenses were covered the per diem allotment for Lacombe Foundation is $100 a day as opposed to the Town's full day allotment of $255, which is a significant disparity.

## DISCUSSION

Administration is recommending that Council considering topping off the per diem allotment provided to the Mayor for attendance at the ASCHA Conference. Under the Town's per diem allotment the Mayor would have received 4 days per diem at $255 per full day for the 4 days for a total of $1,020 as opposed to $400 received from the Lacombe Housing Foundation.

Seniors' housing is a key initiative of Council's 2026–2030 Strategic Plan and supporting the Mayor's attendance at this important conference aligns with the Plan's priorities.

## FINANCIAL IMPLICATIONS

The financial impact to the Town would be $620

## ADMINISTRATIVE RECOMMENDATION

That Council consider the following motion:

1. That Council approve the per diem top up for the Mayor's attendance at the ASCHA Conference in the amount of $620.

## ALTERNATIVES

a) That Council refer ASCHA) Conference – Per Diem Top Up back to Administration for additional information.

## ATTACHMENTS

None

## APPROVALS

Kim Isaak,
Chief Administrative Officer

Department Director/Author

**MEETING DATE:** April 28, 2026

**PREPARED BY:** Rick Kreklewich, Director of Community Services

**PRESENTED BY:** Rick Kreklewich, Director of Community Services

**SUBJECT:** **Community Initiatives Grant – Red Deer Kinsmen Club**

## BACKGROUND

The Community Initiatives Grant was established to help local groups improve their programs and support their community events. This not only helps them establish themselves as a self-sufficient group and generate buy-in/memberships, but it also takes pressure off Town staff to plan programs. A total of $15,500 is currently remaining in the 2026 budget for Community Initiatives Grant funding. The application was reviewed and recommended by the Recreation, Culture and Parks (RCP) Board at the March 4, 2026, Board Meeting. The Board requested that the application be revised to include what expenses would be considered for this funding.

## DISCUSSION

On February 6, Administration received a Community Initiatives Grant from the Red Deer Kinsmen Club for their slo-pitch/cornhole tournament being held at Sterling Industries Sports Park from June 5 to 7, 2026. The Red Deer Kinsmen Club is requesting $2,500 towards offsetting costs related to concession supplies, entertainment, ball supplies and diamond rental fees. This event will be raising funds to help support Youth HQ and Heart of Blackfalds as outlined in their application.

## FINANCIAL IMPLICATIONS

The Community Initiatives Grant has $15,500 remaining in the 2026 budget.

## ADMINISTRATIVE RECOMMENDATION

That Council consider the following motion:

1. That Council grant funding of $2,500 to the Red Deer Kinsmen Club from the Community Initiatives Grant.

## ALTERNATIVES

a) That Council refer the Red Deer Kinsmen Club's Community Initiatives Grant application back to Administration for more information.

## ATTACHMENTS

- *Community Initiatives Grant Application – Red Deer Kinsmen Club*

## APPROVALS

Kim Isaak,
Chief Administrative Officer

Department Director/Author

# GUIDELINES

## Purpose

The Community Initiatives Grant provides financial support to groups/organizations to deliver art, culture, heritage, sport, and recreation initiatives within Blackfalds. The grant will assist groups/organizations to create diverse cultural activities, engage residents, strengthen community partnerships, and develop safe and accessible initiatives to provide a positive and lasting impact on the community.

## Eligibility

Groups/organizations seeking to apply for financial support from the Community Initiatives Grant must demonstrate the following:

- The initiative must relate to an art, culture, heritage, sport and/or recreation activity. Examples include community art projects, festivals, art or culture programs, sporting events, performances, celebrations, etc.
- The initiative must serve the community of Blackfalds.
- For-profit organizations eligible to apply provided that any proceeds from their initiative go toward a community initiative, program, or project deemed worthy. A copy of the budget must be included in the application and in the final report.

The following groups will be considered ineligible:

- Grants to individuals
- Political based organizations/events

The following expenses will be considered ineligible to receive grant funding:

- Liquor expenses (including a liquor license)
- Retroactive funding for programs/projects
- Items for resale (including food)

## Application Review

Applications are reviewed by Administration and the Recreation, Culture and Parks Board and ultimately considered by Council. Applications will be reviewed up until the deadline on the second Friday of April.

## Funding Availability

The maximum amount a group/organization can apply for is $2,500 per application. Total funding varies per year based on budget approval from Council. Please note that if funding is applied for and received one year, it does not mean that funding will be guaranteed for the following year. Due to limited funding, all application requests meeting the assessment criteria may not receive funding.

## Assessment Criteria

Applications will be assessed based on the ability to meet the criteria listed below:

- Fulfill a need within the community
- Encourage community participation
- The initiative is free to attend
- Will the initiative provide a positive and lasting impact on the community?

## Requirements of Grant Applicants

Grant applicants are required to complete the Community Initiatives Grant Application Form in full and answer any follow-up questions as required. Grant amount requests (as a part of revenues) should not exceed the total expense incurred, thus providing a surplus for the initiative. A final report will be required as outlined below.

## Outcomes

Community initiatives play an important role in Blackfalds' community development by providing opportunities to improve the quality of life of residents and create a positive and lasting impact. Successful initiatives will deliver engaging art, culture, heritage, sport and/or recreation opportunities through programming, events, or projects in Blackfalds that will engage residents, promote community well-being, celebrate diversity and heritage, and generate community spirit.

## Funding Requirements

Funding must be used for the purposes specified and in the timeline indicated. The Town of Blackfalds must be notified if any approved funding is not expended to allow for funding to be used for other Community Initiative Grant opportunities.

## Final Report

The Town of Blackfalds requires a complete final report to be received no later than 30 days after the completion of the event. The final report should include event details, actual financial numbers, attendance, and overall event summary.

## Contact Information & Support

Blackfalds Community Initiative Grant Information
Community Services Department

Town of Blackfalds
Box 220
Blackfalds, Alberta T0M 0J0
403.885.4677
info@blackfalds.ca

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Town of Blackfalds
Box 220, 5018 Waghorn Street
Blackfalds, Alberta
T0M 0J0

# COMMUNITY INITIATIVES GRANT APPLICATION

*Please refer to the Community Initiatives Grant Infomation Package prior to filling out this application

## APPLICANT INFORMATION

Organization/ Group Name: Red Deer Kinsmen

Contact Person: Preston Weran

Phone Number: ATIA S. 20(1)

Mailing Address & Postal Code: ATIA S. 20(1)

Email Address: ATIA S. 20(1)

Website (if applicable): reddeerkinsmen.com

Social Media (if applicable): Red Deer Kinsmen FB + Insta.

Brief Organization Description:

The Red Deer Kinsmen Club is a local chapter of Kin Canada, a nationwide service organization dedicated to fellowship, networking, and community service. The club has been one of the most active volunteer groups in Central Alberta, focusing on "serving the community's greatest needs".

## INITIATIVE INFORMATION

Dates/Times: June 5-7th

Location(s): Sterling Industries Ball Park

Please provide a brief description of the initiative?

The Red Deer Kinsmen Club hosts an annual mixed slo-pitch tournament held the first weeken in June at Sterling Industries Sports Park in Blackfalds. This community event supports local causes, featuring live music, on-site beer gardens, and for 2026 will be raising funds for Youth HQ and Heart of Blackfalds. We will be doing a Cornhole tournament this year as well.

How does the initiative fulfill a need with the community?

Red Deer Kinmen will be raining funds to support Youth HQ (Camp Alexa) and Heart of Blackfalds. We will gather community from around Central Alberta to come to Blackfalds to support local businesses, camping locally and help raise community spirits and celebrate sports. More visitors from around the area helps increase Blackfalds reputation for parks and rec events.

Personal information on this form will be used strictly for obtaining the prescribed consent. This information is collected under the authority of Section 4(c) of the Protection of Privacy Act and will be protected under Part 1 of the Act. Questions regarding the collection and use of this information may be directed to the Information Governance Coordinator at access@blackfalds.ca or by phone at 403.885.6370.

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Town of Blackfalds
Box 220, 5018 Waghorn Street
Blackfalds, Alberta
T0M 0J0

## COMMUNITY IMPACT

How does the initiative encourage community participation?

By coming out and putting together a team for slow pitch or cornhole, we will be giving the residents and visitors a great experience. There will be a live band and beer gardens to help social connections for Adults There will be a great family events and ability to watch fun sports for kids and families. Red Deer Kinsmen members, Youth HQ volunteers and families along with other Kinmen regional teams from around Alberta will be present. Event raising money for social and family programs for kids and families with limited support.

What is the cost to attend your program or event?

Softball teams are $400 early bird and $500 after May 1.
Cornhole is $20 per entry

Is your group/organization receiving funding (donations, grants, sponsorship, other revenues) from other sources?

Yes, sponsorship efforts are underway.
We respectfully as the Town for $2,500 to be used to support this event. All income generated will be gifted to Heart of Blackfalds and Youth HQ.

How will the initiative provide a positive and lasting impact on the community?

This is a yearly event that has been a staple to the Town for a number of years. The excitement and funding generated will help support Youth HQ with camp Alexo and other programs for central Alberta youth. Heart of Blackfalds moneys will be used to help build their organization to host other events throughout the year.

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Box 220, 5018 Waghorn Street
Blackfalds, Alberta
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## INITIATIVE BUDGET

*Please fill in the anticipated budget for your program/event or provide an attached budget*

| **Revenue:** | **Value $** | **Details** |
|---|---|---|
| Grants | | |
| Donations | | |
| Sponsorships | | |
| Other Revenues | | |
| Grant Amount Requested | | |
| **Total Revenues:** | | |
| | | |
| **Expenditures:** | | |
| Materials | | |
| Artist/Instructor/Performance Fees | | |
| Promotional Expenses | | |
| Administrative Costs | | |
| Insurance, Licencing | | |
| Other Costs | | |
| **Total Expenditures:** | | |
| | | |
| **Deficit:** | | |

Additional Information:
Budget attached - Grant funds, if approved can go towards Ball Diamond fees (band), ball supplies, entertainment or concession supplies.

Red Deer Kinsmen
**Name of Applicant (please print)**

**Signature of Applicant**

Feb 6, 2026 (Revised March 19th, 2026)
**Date**

**FOR OFFICE USE ONLY**

| |
|---|
| Date Recieved: |
| Town of Blackfalds Staff Signature: |

# 2026 Kinsmen Slo-Pitch and Cornhole Budget

| **Revenue** | **Currrent Year** |
|---|---|
| Ball - Registration (20 x $400) | $ 8,000.00 |
| Cornhole - Registration (80 x $25)/person (40 Teams) | $ 1,000.00 |
| Pitching Contest & Home Run Derby | $ 500.00 |
| Beer Gardens | $ 3,000.00 |
| Concession | $ 2,000.00 |
| Sponsorship | $ 6,500.00 |
| **Total Revenue** | **$ 21,000.00** |

| **Expenses** | **Currrent Year** | |
|---|---|---|
| Consession Supplies | $ 1,500.00 | - TOWN MAY FUND WITH GRANT ? |
| Beer Garden Supplies | $ 2,000.00 | |
| Entertainment | $ 2,000.00 | - TOWN MAY FUND WITH GRANT ? |
| Ball Supplies | $ 500.00 | - TOWN MAY FUND WITH GRANT ? |
| Town of Blackfalds - Fees for Diamonds | $ 1,600.00 | - TOWN MAY FUND WITH GRANT ? |
| Door Prizes & Raffle Prizes | $ 500.00 | |
| Pitching Contest & Home Run Derby Prizing | $ 250.00 | |
| Winners Prizing | $ 2,000.00 | |
| Sponsorship - Youth HQ | income share | |
| Sponsorship - Heart of Blackfalds | income share | |
| **Total Revenue** | **$ 10,350.00** | |
| **Net Income** | **$ 10,650.00** | |

**MEETING DATE:** April 28, 2026

**PREPARED BY:** Rick Yelland-Kewin, Public Works Manager

**PRESENTED BY:** Rick Yelland-Kewin, Public Works Manager

**SUBJECT:** **Proclamation - National Public Works Week**
**May 17-23, 2026**

## BACKGROUND

May 17 to 23 2026, is recognized as National Public Works Week. The Town of Blackfalds has celebrated this week for several years and has formalized the recognition through an official proclamation. This acknowledges the dedication, innovation, and hard work of our Public Works team, whose efforts contribute directly to our community's overall quality of life.

## DISCUSSION

Public Works staff provide essential services year-round, operating in all conditions and often outside regular working hours. Their responsibilities include roadway maintenance, snow and ice control, water and wastewater operations, stormwater management, and solid waste services. These functions are critical to ensuring the safe and efficient operation for the community.

While much of this work occurs behind the scenes, its impact is experienced daily by residents and businesses. The reliability of core infrastructure and services is a direct result of the team's ongoing efforts and commitment.

National Public Works Week gives a chance to recognize the work our team does every day while also helping the residents of Blackfalds better understand the scope and importance of these services to their well-being.

To celebrate, the Town will:

- display educational posters in strategic locations throughout the Town
- spotlight a public works staff member and photo on the town website, with this years willing participant John Szerve, who has recently joined the team.





Administration respectfully requests that Council officially proclaim May 17 to 23, 2026 as National Public Works Week in the Town of Blackfalds aligning with this year's theme "**Rooted in Service, Powered by Community"**

## FINANCIAL IMPLICATIONS

Posters were approximately $200 from the Alberta Public Works Association (APWA) and are funded through the Streets Operating Budget.

## ADMINISTRATIVE RECOMMENDATION

That Council consider the following motion:

1. That Council proclaim May 17 - 23, 2026, as Public Works Week in the Town of Blackfalds.

## ALTERNATIVES

a) That Council refer the Proclamation for Public Works Week back to Administration for more information.

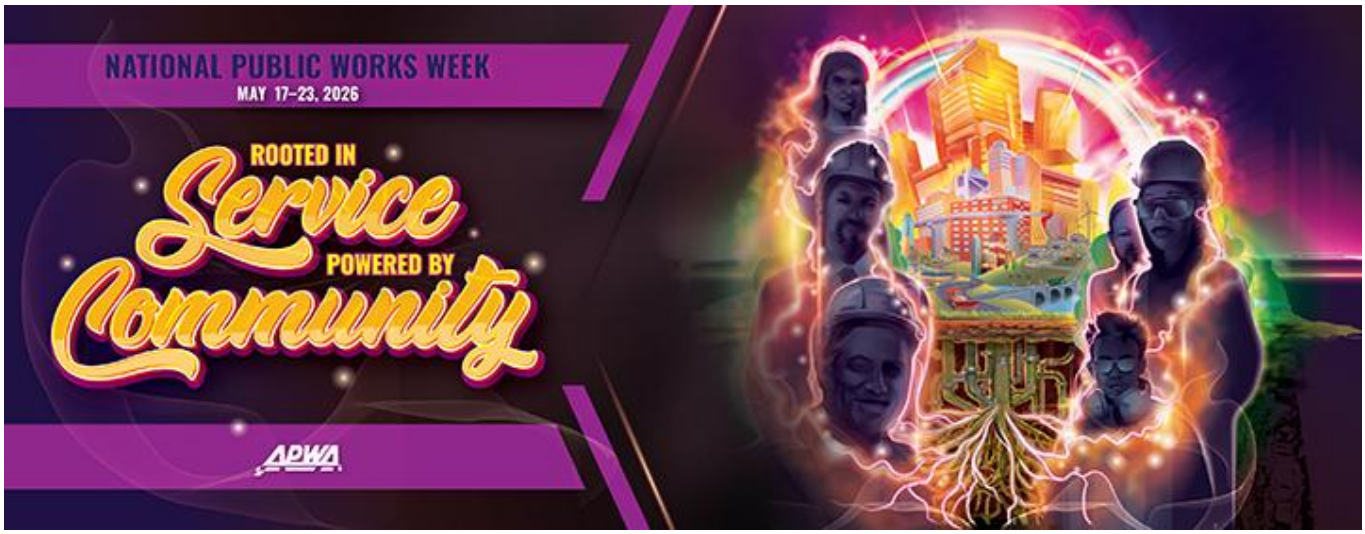
## ATTACHMENTS

- *2026 National Public Works Week Proclamation*

## APPROVALS

Kim Isaak,
Chief Administrative Officer

Department Director/Author




National Public Works Week

May 17–23, 2026

“Rooted in Service, Powered by Community”

Town of Blackfalds Proclamation

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of Blackfalds, Alberta and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Blackfalds Alberta to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association, be it now,

RESOLVED, I, Laura Svab, Mayor of the Town of Blackfalds, do hereby designate the week of May 17–23, 2026, as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association/ Canadian Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees, and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

I have hereunto set my hand and caused the Seal of the Town of Blackfalds, Alberta, this _____ day of _____ 2026.

_____
Mayor Laura Svab

**MEETING DATE:** April 28, 2026

**PREPARED BY:** Sawyer Hick, FCSS Manager

**PRESENTED BY:** Rick Kreklewich, Community Services Director

**SUBJECT:** **Proclamation - National Seniors' Week**
**June 1 – 7, 2026**

## BACKGROUND

The week of June 1 to June 7, 2026, has been declared Seniors' Week and is a time to recognize and appreciate the many contributions seniors make to our community. Through their hard work, volunteering, caregiving, and the sharing of their knowledge and life experiences, seniors continue to play an important role in shaping the community we enjoy today.

A "save the date" notice was included in the May edition of the Vibrant Living Monthly Newsletter, which is emailed to 296 seniors, with an additional 53 printed copies delivered to those without email access. A full schedule of Seniors' Week events will be featured in the June edition of the newsletter. Event information will also be shared through the Blackfalds FCSS social media page, Town of Blackfalds social media channels, local media, and the Town's digital sign.

## DISCUSSION

Seniors' Week has been recognized across Alberta since 1986 as a time to celebrate and honour the many ways seniors enrich our communities. Their contributions through work, volunteering, caregiving, and the sharing of wisdom and life experience continue to shape the world around us. Seniors Week also reminds us to stay connected, check in on loved ones, and build meaningful relationships across generations. Whether it's through community events, a friendly smile, or a shared story, these moments help strengthen the bonds that bring people together. The week also highlights the importance of supporting seniors in living active, healthy, and empowered lives, with access to the resources they need to thrive. Seniors are parents, grandparents, mentors, friends, volunteers, and valued community members.

This year marks the 16th anniversary of the Town of Blackfalds celebrating National Seniors Week. It will be a week filled with celebration, learning, creativity, and, most importantly, connection, a chance to recognize the seniors who make Blackfalds such a vibrant and caring community.

## FINANCIAL IMPLICATIONS

The total budgeted amount for the 2026 Blackfalds Seniors Week is $1000.

## ADMINISTRATIVE RECOMMENDATION

That Council consider the following motion:

1. That Council move to proclaim June 1 – 7, 2026, as Seniors' Week in the Town of Blackfalds.

## ATTACHMENTS

- *2026 National Seniors Week Proclamation*

## APPROVALS

Kim Isaak,
Chief Administrative Officer

Department Director/Author

# Proclamation

**WHEREAS,** we recognize that seniors have made, and continue to make, many contributions to strengthen our community and our daily lives; and

**WHEREAS,** seniors are a vital part of our families, giving generously of their wisdom, experience and love; and

**WHEREAS,** more seniors are independent and active and by challenging the stereotypes of ageing are leading the way for future seniors; and

**WHEREAS,** a more positive attitude toward ageing is creating new opportunities for new seniors; and

**WHEREAS,** we must honour seniors for their skills, knowledge, experience and leadership; and

**WHEREAS,** it is appropriate that a special big piece set aside to celebrate with seniors;

**NOW THEREFORE,** on behalf of Council, I, Mayor Svab of the Town of Blackfalds, do hereby proclaim the week of

**June 1-7, 2026** to be **Seniors' Week**.

I call upon everyone in our community and area to join in the celebration of Seniors' Week to recognize the valuable contributions of seniors.

***Proclaimed on Tuesday, April 28, 2026***

**Mayor Laura Svab**

BLACKFALDS ALBERTA

**MEETING DATE:** April 28, 2026

**PREPARED BY:** Sawyer Hick, FCSS Manager

**PRESENTED BY:** Rick Kreklewich, Community Services Director

**SUBJECT:** **Proclamation - National Youth Week May 2–8, 2026**

## BACKGROUND

National Youth Week, taking place May 2–8, 2026, is an annual celebration dedicated to honoring young people and their contributions. Throughout the week, communities highlight youth achievements, bring attention to the issues that matter to them, and encourage their active involvement in shaping local initiatives. By fostering pride, purpose, and connection, Youth Week recognizes the vital role young people play today in shaping our future.

## DISCUSSION

Youth continue to make meaningful and often overlooked contributions to our communities and to the social, economic, and civic fabric that shapes our shared future. Meaningful youth engagement supports positive youth development and strengthens the wellbeing of our entire community. National Youth Week serves as an annual reminder of the important role young people play in community development and provides a dedicated moment each year to highlight the value of investing in youth.

National Youth Week also offers an opportunity for residents to learn about, and learn from, the young people who call our community home. Their perspectives, creativity, and leadership enrich our town and help guide its future direction.

2026 marks the eighth year that the Town of Blackfalds will celebrate National Youth Week. Whether through recreation, drama, sport, dance, civic engagement, art, volunteerism, or leadership, young people consistently choose to spend their discretionary time in ways that contribute to a vibrant and connected community. National Youth Week is a time to honour their involvement, recognize their achievements, and celebrate the positive impact they make every day.

## FINANCIAL IMPLICATIONS

The total budgeted amount for the 2026 Blackfalds Youth Week is $1500.

## ADMINISTRATIVE RECOMMENDATION

That Council consider the following motion:

1. That Council move to proclaim May 2 – 8, 2026 as Youth Week in the Town of Blackfalds.

## ATTACHMENTS

- *2026 National Youth Week Proclamation*
- *2026 Blackfalds Youth Week Schedule of Events*

## APPROVALS

Kim Isaak,
Chief Administrative Officer

Department Director/Author

# BLACKFALDS YOUTH WEEK

MAY 2 - 8, 2026

## 2026 MAYORAL PROCLAMATION

**WHEREAS:** *Youth in the Town of Blackfalds are valued citizens in our community; and*

**WHEREAS:** *Through their energy, involvement and enthusiasm youth are a resource contributing to the well being of community; and*

**WHEREAS:** *The promotion of youth engagement supported by various segments of the community will encourage a greater understanding and acceptance of youth issues, accomplishments, and diversity across the municipality*

**WHEREAS:** *Celebration of youth in the Town of Blackfalds, other municipalities and across Canada during Youth Week will encourage youth participation in positive activities to build a strong connection between youth and their communities;*

**NOW THEREFORE I, Laura Svab, Mayor of the Town of Blackfalds**

**Do hereby proclaim the week of**

**May 2 - 8, 2026 as "YOUTH WEEK"**

**in the Town of Blackfalds.**

Signed on the day of , 2026

_____

Mayor Laura Svab

**Blackfalds FCSS • 5018 Waghorn Street • Blackfalds, AB T0M 0J0**
**403.600.9066 • www.blackfalds.ca/fcss • fcss@blackfalds.ca**

BLACKFALDS FCSS
FAMILY & COMMUNITY SUPPORT SERVICES

# BLACKFALDS YOUTH WEEK

MAY 2 - 8, 2026

## A WEEK FULL OF EVENTS! HERE'S THE SCOOP...

### SATURDAY, MAY 2

## *OUTDOOR FRENZY

*The Outdoor Frenzy is a fast-paced Youth Week event where youth move around the field completing fun challenges like potato sack races, tug of war, and obstacle stations. Each activity earns them a stamp in their passport. The goal is to try everything, stay active, and enjoy a great time outdoors with friends.*

**1:00 - 3:00 PM | Grade 4-8**

**Community Centre | 4810 Womacks Rd**

### SUNDAY, MAY 3

## DROP-IN AT THE ABBEY

*Youth and Teens can enjoy a free one-time admission!*

** Clean indoor shoes required.*
* Youth need to register at guest services to receive their admission free wristbands!

**12:00 - 6:00 PM | Ages 8 - 17**

**Abbey Centre | 4500 Womacks Rd**

### MONDAY, MAY 4

## *MAY THE FORCE BE WITH YOU

*Join us for an out-of-this-galaxy Star Wars adventure!*

*Youth are invited to step into the Star Wars universe for lightsaber training and galactic games. Come ready for action, imagination, and let the force be with you!*

**5:00 - 7:00 PM | Grade 4-8**

**Community Centre | 4810 Womacks Rd**

### TUESDAY, MAY 5

## *TACO TUESDAY

*Enjoy Taco in a Bag with all your favourite fillings and toppings, plus super fun, action packed games like throw throw burrito. It's all about good food, big laughs, and an awesome time with friends.*

**5:00 - 7:00 PM | Grade 4-8**

**Community Centre | 4810 Womacks Rd**

### WEDNESDAY, MAY 6

## *WHERE'S WALDO?

*Join us for a playful twist on the classic search-and-find adventure! This time, you get to become Waldo. Everyone is encouraged to dress in their best Waldo colours or costumes as we take on silly challenges, and hidden clues.*

**5:00 - 7:00 PM | Grade 4-8**

**Community Centre | 4810 Womacks Rd**

### THURSDAY, MAY 7

## BLACKFALDS VOLUNTEER GALA

*Get ready for a vibrant evening featuring a light supper, dynamic live entertainment, and a red-carpet celebration honoring our incredible community champions!*
** To be invited next year, please volunteer in your community.*

**6:30 - 9:00 PM | Doors open: 5:30 PM**

**Eagle Builders Centre | 5302 Broadway Ave**

### FRIDAY, MAY 8

## *PIZZA & PING PONG

*Join us for an awesome end of Youth Week 2026, friendly competition and delicious eats. Challenge your friends to fast-paced ping pong matches, cheer each other on, and refuel with plenty of hot, cheesy pizza. It's the perfect mix of games, food, and good vibes for a great time together.*

**5:00 - 7:00 PM | Grade 4-8**

**Community Centre | 4810 Womacks Rd**

***REGISTRATION REQUIRED!**
**www.blackfaldsabbey.ca/register**

BLACKFALDS FCSS
FAMILY & COMMUNITY SUPPORT SERVICES

BLACKFALDS ALBERTA
Abbey Platinum Master Built CENTRE

**MEETING DATE:** April 28, 2026

**PREPARED BY:** Jessica Robinson, Executive and Legislative Coordinator

**PRESENTED BY:** Kim Issak, Chief Administrative Officer

**SUBJECT:** **Member at Large Appointments – Library Board and Policing Committee**

## BACKGROUND

At the January 27, 2026, Regular Council Meeting, Council accepted the resignations of Tom Tomkins and Michael Yoykin from the Policing Committee, and Ann Siford from the Library Board. Council also directed Administration to readvertise the Member at Large vacancies and to include the previously submitted applications for the Member at Large Panel's consideration.

Following the meeting, Administration opened the application window and contacted the local high school regarding the youth position on the Policing Committee.

There were 6 applications submitted for the new recruitment campaign, and 12 applications were brought forward from the annual recruitment from applicants that had not been appointed.

The Member at Large Review Panel conducted interviews on March 17 and 21, 2026.

## DISCUSSION

The Member at Large Review Panel, which consists of Mayor Svab, Deputy Mayor Dennis and Councillor Twerdoclib are recommending that Council approve the appointments of:

**Library Board:**

- Glenda Brown, for a term commencing April 28, 2026, and ending on December 31, 2028.

**Policing Committee:**

- Bridget Anderson, for a term commencing April 28, 2026, and ending on December 31, 2028.
- Ried Penner, for a term commencing April 28, 2026, and ending on December 31, 2028.

## FINANCIAL IMPLICATIONS

None

## ADMINISTRATIVE RECOMMENDATION

That Council considers the following motions:

1. That Council appoint Glenda Brown to the Library Board for a third term commencing April 28, 2026, and ending on December 31, 2028.

2. That Council appoint the following candidates to the Policing Committee:

   - Bridget Anderson, for a first term commencing April 28, 2026, and ending on December 31, 2028.
   - Ried Penner, for a first term commencing April 28, 2026, and ending on December 31, 2028.

**ALTERNATIVES**

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

**ATTACHMENTS**

None

**APPROVALS**

Kim Isaak,
Chief Administrative Officer

Department Director/Author