

Town of Bon Accord
AGENDA
Regular Council Meeting
February 16, 2021 8:30 a.m.
virtual meeting
live streamed on Bon Accord YouTube Channel

- 1. CALL TO ORDER**
- 2. ADOPTION OF AGENDA**
- 3. DELEGATION**
 - 3.1.** Pat Mahoney, Fire Chief (9:00 a.m.)
- 4. ADOPTION OF MINUTES**
 - 4.1.** Regular Meeting of Council; February 2, 2021 (enclosure)
- 5. DEPARTMENT REPORTS**
 - 5.1.** Finance (enclosure)
 - 5.2.** Operations (PW) (enclosure)
 - 5.3.** Planning and Economic Development (enclosure)
 - 5.4.** Chief Administrative Officer (CAO) (enclosure)
- 6. ACTION ITEM LIST**
 - 6.1.** Action Item List to February 2, 2021 (enclosure)
- 7. UNFINISHED BUSINESS**
 - 7.1.** Small LED Sign
- 8. NEW BUSINESS**
 - 8.1.** Asset Management Plan and Strategy (enclosure)
 - 8.2.** Asset Management Grant Application (enclosure)
- 9. BYLAWS/POLICIES/AGREEMENTS**

BYLAWS

 - 9.1.** Procedural Bylaw; Bylaw 2021-01; 3rd reading (enclosure)

AGREEMENTS

 - 9.2.** Fire Services Agreement (enclosure)
 - 9.3.** Enforcement Services Agreement (enclosure)
- 10. WORKSHOPS/MEETINGS/CONFERENCES**
 - 10.1.** Alberta Community Crime Prevention Association (ACCPA) Virtual Conference – May 10 – 13, 2021 (enclosure)
- 11. COUNCIL REPORTS**
 - 11.1.** Mayor Greg Mosychuk (enclosure)
 - 11.2.** Deputy Mayor May (enclosure)

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- 11.3. Councillor Laing (enclosure)
- 11.4. Councillor Holden (enclosure)
- 11.5. Councillor Bidney (enclosure)

- 12. **CORRESPONDENCE**
 - 12.1. Mackenzie County – Reopening Recreational and Business Services (enclosure)
 - 12.2. High River – Reinstatement of the 1976 Coal Development Policy (enclosure)

- 13. **NOTICE OF MOTION**

- 14. **CLOSED SESSION**

- 15. **ADJOURNMENT**

Town of Bon Accord
Regular Meeting of Council Minutes
February 2, 2021 7:00 p.m.
Live streamed on Bon Accord YouTube Channel

PRESENT

COUNCIL

Mayor Greg Mosychuk
Deputy Mayor Tanya May
Councillor Brian Holden
Councillor Lacey Laing
Councillor Lynn Bidney

ADMINISTRATION

Joyce Pierce - Chief Administrative Officer
Dianne Allen – Planning and Economic Development Manager
Jessica Caines – Executive Assistant

CALL TO ORDER

Mayor Mosychuk called the meeting to order at 7:00 p.m.

ADOPTION OF AGENDA

DEPUTY MAYOR MAY MOVED THAT Council adopt the agenda for the February 2, 2021 Regular Meeting of Council, as presented.

CARRIED RESOLUTION 21-035

ADOPTION OF MINUTES

Regular Meeting of Council Minutes – January 19, 2021

COUNCILLOR HOLDEN MOVED THAT the minutes of the January 19, 2021 Regular Meeting of Council be accepted, as presented.

CARRIED RESOLUTION 21-036

ACTION ITEM LIST

COUNCILLOR LAING MOVED THAT Council accept the Action item list as presented.

CARRIED RESOLUTION 21-037

UNFINISHED BUSINESS

None

NEW BUSINESS

Appointment of Returning Officer and Substitute Returning Officer

COUNCILLOR BIDNEY MOVED THAT Council direct administration to appoint CAO Pierce as Returning Officer and Jessica Caines as Substitute Returning Officer for the October 18, 2021 election.

CARRIED RESOLUTION 21-038

Town of Bon Accord
Regular Meeting of Council Minutes
February 2, 2021 7:00 p.m.
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BYLAWS | POLICIES | AGREEMENTS

BYLAWS

Deputy Mayor May requested a recorded vote.

Procedure Bylaw; Bylaw #2021-01

COUNCILLOR BIDNEY MOVED THAT Council gives Procedural Bylaw 2021-01 2nd reading, as presented.

In favor: Mayor Mosychuk, Councillor Holden, Councillor Bidney, Councillor Laing

Opposed: Deputy Mayor May

CARRIED RESOLUTION 21-039

WORKSHOPS | MEETINGS | CONFERENCES

Brownlee Emerging Trends in Municipal Law – February 11, 2021

Council Workshop – February 17 & 18, 2021

CORRESPONDENCE

Kraft Hockeyville

Alberta Health Services and Greater Edmonton Health Advisory Council Engagement Event

Bon Accord Library Board

Municipal District Bonnyville No. 87

M.D. of Spirit River No. 133 – Letter to Premier Kenney Re: COVID-19 Lockdowns

Fort Air Partnership and Alberta Airsheds Council – Stop Needless Idling

COUNCILLOR HOLDEN MOVED THAT Council accept the correspondence, as information.

CARRIED RESOLUTION 21-040

NOTICE OF MOTION

None

CLOSED SESSION

DEPUTY MAYOR MAY MOVED THAT Council go into Closed Session at 8:12 p.m. to discuss;

Intermunicipal update – FOIP Act 21(1)(b) – Disclosure Harmful to intergovernmental relations AND

Land Proposal – FOIP Act 25(1) – Disclosure harmful to economic and other interests of a public body

CARRIED RESOLUTION 21-041

COUNCILLOR LAING MOVED THAT Council come out of Closed Session at 9:52 p.m.

CARRIED RESOLUTION 21-042

Intermunicipal update

COUNCILLOR HOLDEN MOVED THAT Council direct Administration to continue with negotiations.

CARRIED RESOLUTION 21-043

Land Proposal

COUNCILLOR BIDNEY MOVED THAT Administration proceed with the next steps as per discussion.

CARRIED RESOLUTION 21-044

**Town of Bon Accord
Regular Meeting of Council Minutes
February 2, 2021 7:00 p.m.
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ADJOURNMENT

COUNCILLOR HOLDEN MOVED THAT the February 2, 2021 Regular Meeting of Council adjourn at 9:56 p.m.

Mayor Greg Mosychuk

Joyce Pierce, CAO

Unapproved

**COUNCIL REPORT
FINANCE
FEBRUARY 2021**

Year-end adjusting entries are still outstanding at this time for the 2020 year and will be finalized with the completion of the 2020 audit.

GENERAL MUNICIPAL

A penalty of 15% was applied to all outstanding balances on January 1, 2021 for a total of \$27,464.

ADMINISTRATION

The auditors will be in the office on Feb. 12 to review information and files required for the audit. Our assessor is close to finalizing the assessment values for this year. The property required to be sold at auction is still currently scheduled for March 29, 2021 at 10:00 am. The required advertisement will appear in the Alberta Gazette on February 13.

PROTECTIVE SERVICES

The fire hall rental payment has been received from Sturgeon County for the 2021 year. The fire services agreement expires at the end of 2021. The bylaw services agreement has been extended for another year due to economic uncertainties and the ongoing Covid-19 pandemic, with intentions that a new agreement for the following years will be negotiated by the end of 2021.

PUBLIC WORKS

Water budgeted revenue includes a portion of MSI operating grant funding, not yet received. Revenue for other areas of the department is on budget. Expenses are currently slightly under budget.

Falon Fayant

*Corporate Finance Officer
Town of Bon Accord*

Year-to-Date Variance Report (Unaudited)
for the year ending December 31, 2021
Reporting Month: JANUARY

DEPARTMENT	REVENUES			EXPENSES			NET	NET	NET	% Change
	Actual	Budget	Variance	Actual	Budget	Variance	Actual	Budget	Variance	Budget
General Municipal	32,285	21,756	10,529	-	-	-	32,285	21,756	10,529	48%
TOTAL MUNICIPAL	\$ 32,285.00	\$ 21,755.67	\$ 10,529.33	\$ -	\$ -	\$ -	\$ 32,285	\$ 21,756	\$ 10,529	48%
Election	-	-	-	175	550	375	(175)	(550)	375	68%
Council	-	-	-	6,913	10,341	3,428	(6,913)	(10,341)	3,428	33%
TOTAL COUNCIL	\$ -	\$ -	\$ -	\$ 7,088	\$ 10,891	-\$ 3,803	-\$ 7,088	-\$ 10,891	\$ 3,803	35%
Administration	148	992	844	33,154	40,208	7,054	(33,006)	(39,216)	6,210	16%
TOTAL ADMINISTRATION	\$ 148	\$ 992	-\$ 844	\$ 33,154	\$ 40,208	-\$ 7,054	-\$ 33,006	-\$ 39,216	\$ 6,210	16%
Fire Services	9,285	9,285	-	369	3,907	-3,538	8,916	5,378	3,538	66%
Emergency Services	-	-	-	1,015	1,945	-930	(1,015)	(1,945)	930	48%
Bylaw	180	3,270	-3,090	-	6,624	-6,624	180	(3,355)	3,535	105%
TOTAL PROTECTIVE SERVICES	\$ 9,465	\$ 12,555	-\$ 3,090	\$ 1,384	\$ 12,477	-\$ 11,093	\$ 8,081	\$ 78	\$ 8,003	10275%
Municipal Planning	1,460	854	606	7,951	16,657	8,706	(6,491)	(15,803)	9,312	59%
Economic Development	-	-	-	6,812	8,799	1,987	(6,812)	(8,799)	1,987	23%
TOTAL PLANNING & DEVELOPMENT	\$ 1,460	\$ 854	\$ 606	\$ 14,763	\$ 25,456	-\$ 10,693	-\$ 13,303	-\$ 24,601	\$ 11,298	46%
Public Works - Roads	-	758	758	14,585	34,926	20,341	(14,585)	(34,169)	19,584	57%
Storm Sewer & Drain	-	-	-	1,549	1,533	16	(1,549)	(1,533)	(16)	1%
Water	37,655	43,091	5,435	14,892	46,349	31,457	22,763	(3,258)	26,021	799%
Sewer	26,162	26,442	280	8,855	26,437	17,582	17,307	5	17,302	354917%
Garbage	12,590	12,213	378	1,615	14,198	12,583	10,975	(1,986)	12,961	653%
Cemetery	950	583	367	602	817	215	348	(233)	581	249%
TOTAL PUBLIC WORKS	\$ 77,358	\$ 83,086	-\$ 5,728	\$ 42,098	\$ 124,260	-\$ 82,162	\$ 35,260	-\$ 41,174	\$ 76,434	186%
FCSS	3,541	3,623	82	1,760	4,425	2,665	1,781	(802)	2,583	322%
TOTAL FCSS	\$ 3,541	\$ 3,623	-\$ 82	\$ 1,760	\$ 4,425	-\$ 2,665	\$ 1,781	-\$ 802	\$ 2,583	322%
Parks	-	1,667	1,667	5,467	11,372	5,905	(5,467)	(9,705)	4,238	44%
Arena	-	18,231	18,231	7,425	22,898	15,473	(7,425)	(4,667)	(2,758)	59%
Recreation	-	765	765	1,755	9,903	8,148	(1,755)	(9,137)	7,382	81%
TOTAL REC & COMMUNITY SERVICE	\$ -	\$ 20,663	-\$ 20,663	\$ 14,647	\$ 44,172	-\$ 29,525	-\$ 14,647	-\$ 23,510	\$ 8,863	38%
Library	-	873	873	7,997	4,634	3,363	(7,997)	(3,761)	(4,236)	113%
TOTAL LIBRARY	\$ -	\$ 873	-\$ 873	\$ 7,997	\$ 4,634	\$ 3,363	-\$ 7,997	-\$ 3,761	-\$ 4,236	113%
Total Excl. General Municipal	\$ 91,972	\$ 122,646	\$ 30,674	\$ 122,891	\$ 266,522	\$ 143,631	\$ 30,919	\$ 143,876	\$ 112,957	79%
Total Incl. General Municipal	\$ 124,257	\$ 144,402	\$ 20,145	\$ 122,891	\$ 266,522	\$ 143,631	\$ 1,366	\$ 122,120	\$ 123,486	101%

Budget Approved December 15, 2020

Council Report

Date: January 2021 – February 2021

Department: Public Works

Submitted by: Operations Manager

PUBLIC WORKS

- Another interested party looking to place sheep at the Solar Farm.
- Moved electronic speed sign 51st street and 48th Ave.

ROADS

- Sanded streets 7 times since last report.
- Burnt the brush pile at the lagoon.

EQUIPMENT/VEHICLES

- Equipment maintenance ongoing.
- New loader received.

CEMETERY

WATER

- Monthly water reads occurred on February 1 /21.
- Completed 4 Alberta 1st Calls in December.
- Year end reports for Alberta Environment completed and filed.

SEWER

- Replaced thermostat and sensor in Final Lift Station Generator engine.

ARENA/PARKS & RECREATION

- Ice Plant was shut off on January 28/21.
- Maintaining outdoor ice surface.
- Application for Engineering Study grant through MCCAC is ongoing.

SAFETY/TRAINING

- 2 staff are halfway through their Level 1 Water and Wastewater course.
- 2 staff have added valve and CC information on the MuniSight platform and completed numerous courses including WHMIS, TDG and free Risk Management courses through AMSC.

Ken Reil

Operations Manager

Public Works/Utilities/Recreation

**COUNCIL REPORT
PLANNING AND DEVELOPMENT
FEBRUARY 2021**

ECONOMIC DEVELOPMENT

Canadian Federation of Independent Business (CFIB)

The Canadian Federation of Independent Business is raising its estimate for the number of businesses that are considering closing permanently. Based on a survey of its members, the organization states one in six or about 181,000 Canadian small business owners are seriously contemplating permanent closure, with a forecast of 2.4 million jobs at risk. An estimate by the CFIB last summer said that one in seven or 158,000 businesses were at risk of going under as a result of the pandemic. Each closure presents greater hardship to the small business community.

Alberta has the worst outlook, with 22 percent of Alberta small businesses at risk of closing which is significantly higher than the national average due to strong restrictions and strong lockdown measures. Small businesses need better communication and clarity from the provincial government in plans of developing a clear pathway for businesses to remain open.

Government of Canada – Restrictions International Travel

January 29, 2021 the Government of Canada announced new rules on International travel in addition to the multi-layered approach on COVID already in place. The Government and Canada's airlines have agreed to suspend all flights to and from Mexico and Caribbean countries until April 30, 2021. This will be in effect as of January 31, 2021.

Further, effective midnight (11:59 PM EST) February 3, 2021, in addition to proof of a negative pre-departure test, Transport Canada will expand the existing international flight restrictions which funnel scheduled international commercial passenger flights into four Canadian airports: Montréal-Trudeau International Airport, Toronto Pearson International Airport, Calgary International Airport, and Vancouver International Airport. The new restrictions include scheduled commercial passenger flights arriving from the United States, Mexico, Private/Business, and charter flights from all countries to land at the four designated airports. Flights from Saint-Pierre-et-Miquelon and cargo-only flights will remain exempt.

In the coming weeks, all air travellers arriving in Canada, with limited exceptions, must reserve a room in a Government of Canada-approved hotel for two-three nights at their own cost, and take a COVID-19 molecular test on arrival at their own cost. In addition, the Government of Canada will introduce a 72-hour pre-arrival testing requirement (molecular test) for travellers seeking entry in land mode, with limited exceptions such as commercial truckers. More details will be available in the coming days.

To ensure travellers' awareness and compliance with quarantine requirements, the Public Health Agency of Canada (PHAC) is working with security companies to help complete compliance checks for travellers arriving in Canada. Employees of these companies were trained by PHAC and authorized as Screening Officers under the Quarantine Act. These Screening Officers will visit travellers' quarantine locations to establish contact, confirm identity and confirm that travellers are at the place of quarantine they identified upon entry into Canada. These

new officers will conduct visits in 35 cities across the country, starting in Montréal and Toronto.

Quick Facts

- Travellers entering Canada have a responsibility to make suitable arrangements for mandatory quarantine, which begins on the day they enter Canada. They are also required to submit COVID-19 related information electronically daily.
- Failure to provide accurate information is an offence under the *Quarantine Act*. In addition, violating any quarantine or isolation instructions provided to travellers by a Screening Officer or quarantine officer when entering Canada is also an offence under the *Quarantine Act* and could lead to serious penalties, including six months in prison and/or \$750,000 in fines.
- PHAC currently contacts more than 6,500 travellers each day through phone calls, which verify their compliance with the mandatory isolation order.
- As of January 26, 2021, 99% of the 48,682 interventions by law enforcement have resulted in compliance by travellers. However, in a minority of cases, verbal warnings, written warnings, tickets, and charges have been issued.
- The Government of Canada is working directly with Aéroports de Montréal to offer voluntary testing on-site at the Montréal-Trudeau International Airport for arriving international travellers who wish to take a test before leaving the airport. This testing pilot project is in addition to those at Toronto's Pearson International Airport and the Calgary International Airport.

Business License Renewal

Received notification from two home based businesses; they will not continue operations due to COVID. The restrictions put into place as per the pandemic has killed their businesses. To date, the Town has confirmed 23 renewed business licenses, out of 43 registered for 2020.

Fogo Island (Atlantic Canada)

Councilor Janet Langdon from Fogo Island (Atlantic Canada) reached out regarding the Towns Dark Sky Designation. Mayor and Council are considering a similar experience within their community to encourage Tourism. Provided the Town of Bon Accord's annual reports for information and review.

MuniSight

The current MuniSight application utilized by the Town will have another tool added, centralizing additional information; complaints will now be added to this application. Bylaw Compliant Management is a formalized system to record and track requests and to follow up on action taken. Complaints will be recorded to the parcel of land where the complaint originated, enabling easier tracking and resolution to concerns.

Morinville – First Affordable Housing Development

Named in honor of former local Mayor Paul Krauskopf, the new facility is the first to provide Morinville residents with access to below-market rental housing and the communities first net-zero housing development. The building creates as much energy as it needs, using solar power to keep utility costs down and ensure rent remains affordable for the long term.

The project created approximately 75 jobs in Morinville, with 32 apartment units and an 8-unit townhouse. The affordable housing complex can accommodate space for individuals, couples, and families, with tenants moving in February 1.

Government of Alberta - Affordable Housing

The Alberta Ministry of Seniors and Housing fosters the development of affordable housing and support access to housing options for Albertans most in need. The Ministry works with seniors, their families and caregivers, Albertans who require housing supports, communities and other government parties. A detailed description of the Ministry and its programs and initiatives can be found at: <https://www.alberta.ca/seniors-and-housing.aspx> for review.

Quick Facts

- Alberta's Government and the Government of Canada, through CMHC, jointly contributed \$10 million to the project through the National Housing Strategy bilateral agreement.
- Canada's National Housing Strategy (NHS) is a 10-year, \$70-plus billion plan that will give more Canadians a place to call home. This includes more than \$13 billion committed through the 2020 Fall Economic Statement.
- The NHS supports the most vulnerable Canadians, which includes women and children fleeing domestic violence, seniors, Indigenous Peoples, those experiencing homelessness, people with disabilities, those dealing with mental health and addiction issues, veterans, LGBTQ2+, young adults, racialized groups including Black Canadians and recent immigrants and refugees.
- More about Alberta's [affordable housing programs](#).
- CMHC contributes to the stability of the housing market and financial system, provides support for Canadians in housing need, and offers unbiased housing research and advice to all levels of Canadian Government, consumers, and the housing industry. CMHC's aim is that by 2030, everyone in Canada has a home they can afford, and that meets their needs. For more information: www.cmhc.ca.
- National Housing Strategy: www.placetocallhome.ca.

Regional Connector and Economic Briefings

The Alberta Government releases regular information providing economic development resources, funding opportunities, webinars, and recent Government of Alberta news releases. Information of value is attached for review:

- Weekly Economic Briefing - February 1/21 (attachment)
- Labor Market Notes – February 5/21 (attachment)
- Economic Indicators – February 5/21 (attachment)

Land Use Bylaw 2016-03

Municipal Planning Services has consolidated the version of the existing Land Use Bylaw 2016-03. For official purposes, Bylaw 2016-03 remains the official bylaw, with the three amendments being the official versions of those amendments:

- Bylaw 2018-11 Redistricted from Agriculture to General Urban Reserve (Annexed Lands)
- Bylaw 2018-12 Revised definitions to include cannabis
- Bylaw 2020-12 Add Direct Control District (DC1)

SOVDI Media

SOVDI Media contacted the Town regarding video and photography needs. In discussion, the Town's focus is to encourage developers and investors to the community and to appeal to those searching for a rural community to be a part of.

SOVDI Media's approach through video and photography would be able to capture the community's growth in the last 5 years and showcase updated infrastructure, properties, amenities, and areas of interest to entice motivated developers and future potential residents to invest in the community.

Potentially this would-be part of the marketing strategy for economic growth, complementing Mix 107.9's advertising currently in place, attracting developers to build on available Town owned land. The proposal is currently being reviewed.

PLANNING AND DEVELOPMENT

Investment and Development Inquires

Proposal to purchase land
 Inquiry on available land
 Potential new home builder

Complaints

Track land north of Lillian Schick school being used as an off-leash dog area

Business Inquiries	Compliance Certificates	Development Permits	Building Permits (Gas, Plumbing, Electrical)	Business Licenses	Bylaw Complaints	
2	0	0	0	9	0	This Period
4	0	0	0	23	0	YTD

Meetings/Events Attended/Education

- Manager Meetings – internal exchange of information & updates of Council
- Council Meetings – virtual
- Business meetings - virtual
- Municipal Planning Services – discuss / review permits / compliance certificates
- MuniSight Overview – virtual meeting
- Developer - discussions
- Stakeholders / residents – development questions/inquiries and complaints

DIANNE ALLEN

*Planning and Development
 Town of Bon Accord*

Alberta Economy

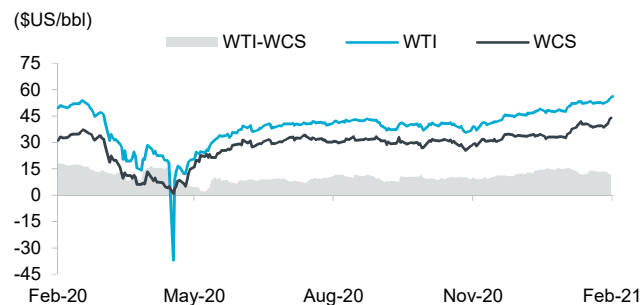
Indicators at a Glance

New: Oil Prices

WTI increased US\$3.89 per barrel on the week and closed at US\$56.23 on Thursday. The WTI-WCS differential closed at US\$11.40 per barrel, narrower than US\$13.05 a week ago.

OIL PRICES

Daily prices



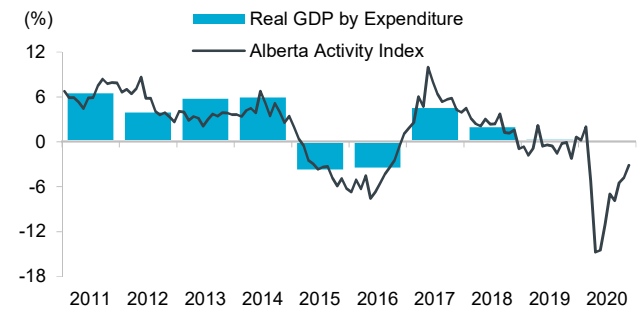
Sources: US Energy Information Administration, CME Group, Kent Group Limited, Haver Analytics

Economic Activity

The Alberta Activity Index increased 0.5% month-over-month (m/m) in November, but remained down 3.1% from a year ago. Alberta's real GDP by expenditure increased by 0.1% in 2019, following 1.9% growth in 2018.

ECONOMIC ACTIVITY

Year-over-year % change



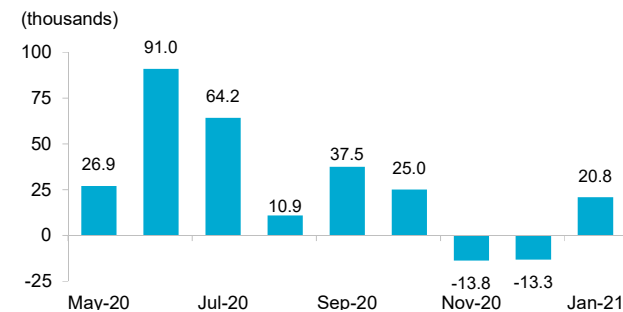
Sources: Statistics Canada, Alberta Treasury Board and Finance, Haver Analytics

New: Labour Market

Employment grew by 20,800 in January. Compared to a year ago, employment was down by 79,600. The next release is on March 12, 2021.

LABOUR MARKET

Monthly change in employment

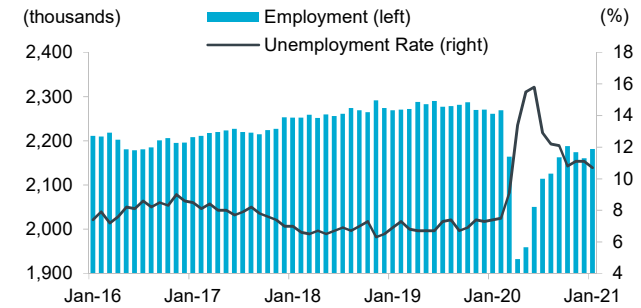


Sources: Statistics Canada, Haver Analytics

Alberta's unemployment rate decreased by 0.4 percentage point to 10.7% in January. This was 3.3 percentage points higher than a year ago.

LABOUR MARKET

Employment and unemployment rate



Sources: Statistics Canada, Haver Analytics

	WTI - West Texas Intermediate (US\$/bbl)	WTI-WCS Differential (US\$/bbl)	Henry Hub (US\$/MMBtu)	AECO-C (C\$/GJ)	Exchange Rate (US\$/C\$)
February 4, 2021	56.23	11.40	2.94	3.25	77.95
Fiscal Year-To-Date	38.91	10.61	2.27	2.25	75.11

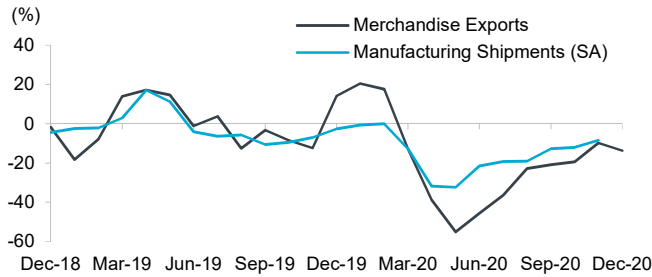
New: Business Output

Manufacturing shipments increased 1.4% m/m to \$5.5 billion in November. Compared to a year ago, they were down 8.5%.

Alberta goods exports increased 14% m/m in December, to \$8.8 billion. Year-over-year (y/y), they were 14% lower.

MANUFACTURING SHIPMENTS AND GOODS EXPORTS

Year-over-year % change



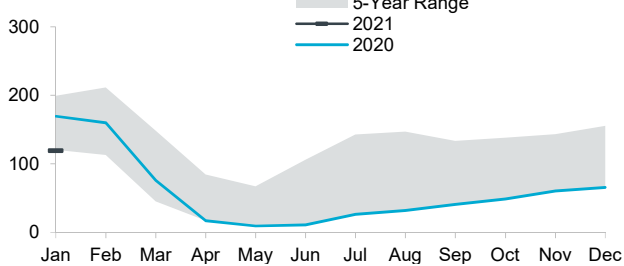
Sources: Statistics Canada, Haver Analytics; SA - Seasonally Adjusted

New: Rigs Drilling

The number of rigs drilling in Alberta averaged 119 in January, 30% lower than a year ago.

RIGS DRILLING

Number of rigs drilling and five-year seasonal range (rigs drilling)



Source: Canadian Association of Oil Well Drilling Contractors (CAODC)

Average Weekly Earnings

Average weekly earnings in Alberta increased 0.9% m/m in November to \$1,197, up 2.2% from a year ago.

Population Growth

Alberta's population was 4,428,112 as of October 1, 2020, an increase of 1.0% from the year prior. During the last 12 months, Alberta welcomed 18,177 net international migrants and 726 net interprovincial migrants.

Inflation

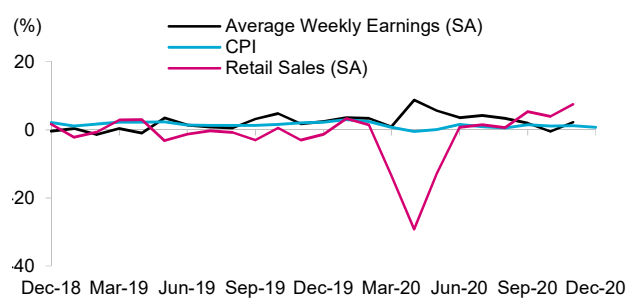
The consumer price index in Alberta increased 0.8% y/y in December, down from 1.3% y/y in the previous month.

Retail Sales

Alberta retail sales increased 1.0% m/m to \$7.1 billion in November. Compared to a year ago, sales were up 7.5%.

RETAIL SALES, CONSUMER PRICES, AND EARNINGS

Year-over-year % change



Sources: Statistics Canada, Haver Analytics

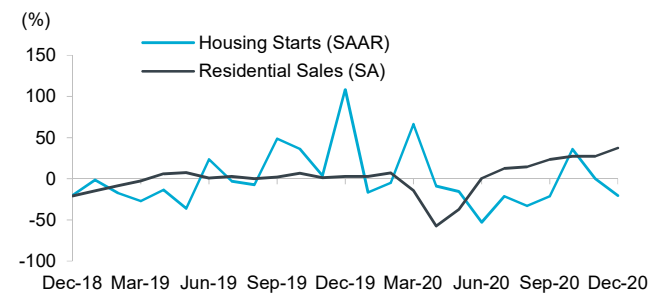
Housing Market

Alberta housing starts increased 16% m/m in December to 30,909 units (SAAR). They were down 20% y/y.

The number of home sales in the resale market increased 6.0% m/m to 5,845 units in December, and they were up 37% y/y.

HOUSING STARTS AND HOME RESALES

Year-over-year % change



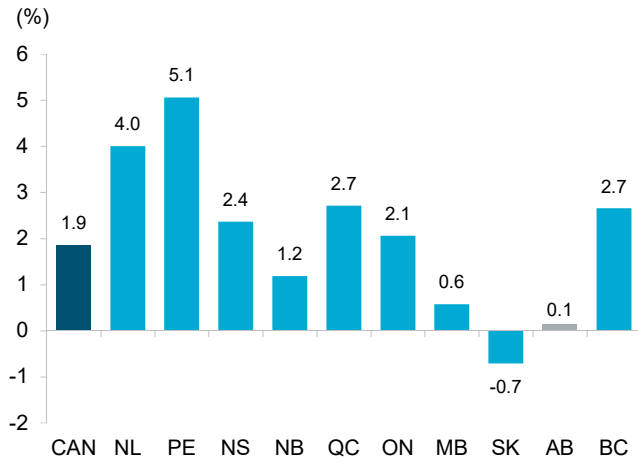
Sources: Statistics Canada, Canadian Real Estate Association, Haver Analytics; SAAR - Seasonally Adjusted Annual Rate

Contact [Siddhartha Bhattacharya](#) at 780.644.0021

For current analysis of the Alberta Economy please see the [Weekly Economic Review](#)

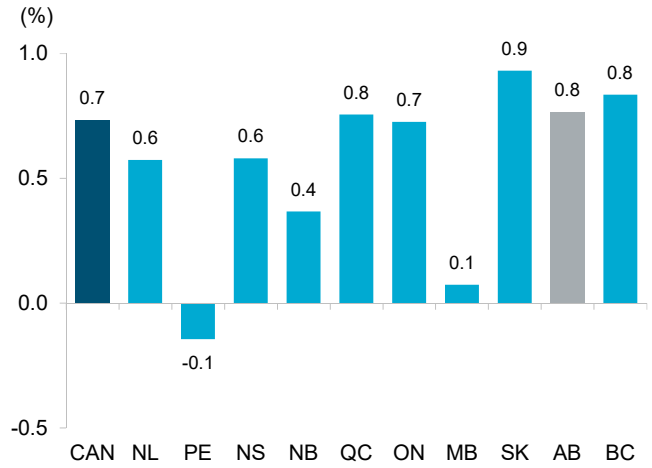
REAL GDP BY EXPENDITURE

(2019, year-over-year growth)



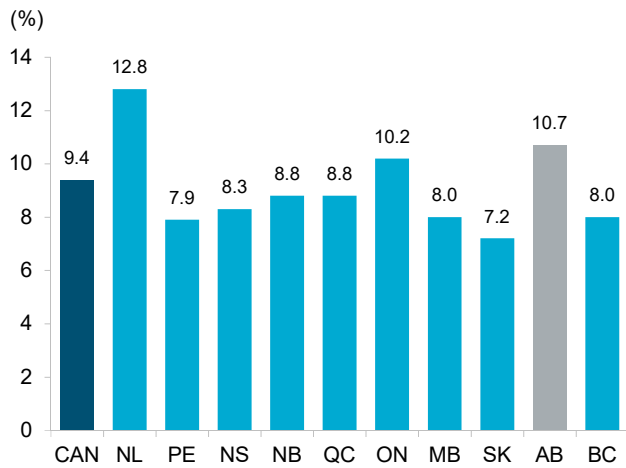
CPI INFLATION

(December 2020, year-over-year growth)



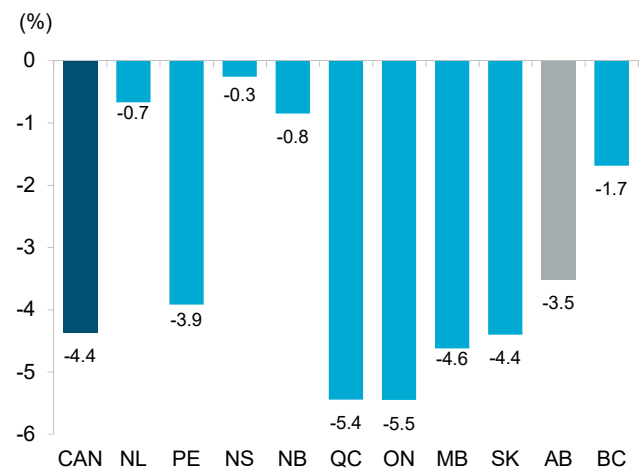
UNEMPLOYMENT RATE

(January 2020)



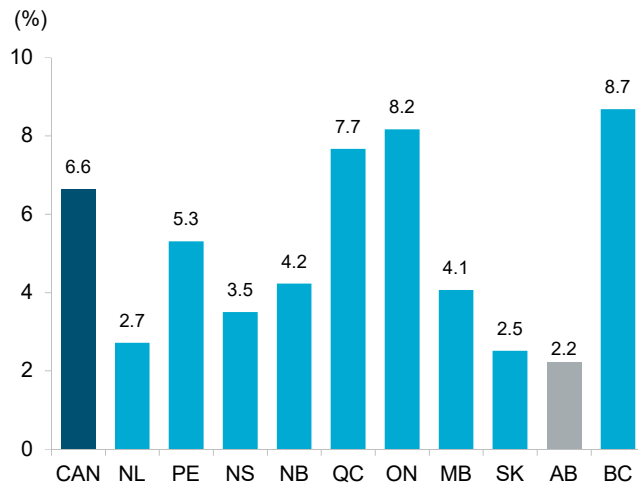
EMPLOYMENT

(January 2020, year-over-year growth)



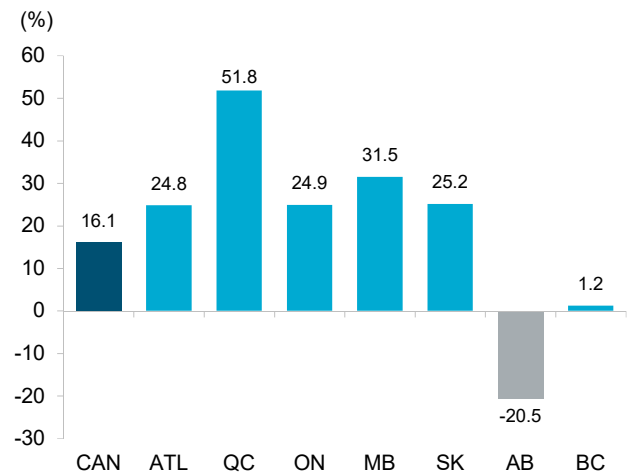
AVERAGE WEEKLY EARNINGS

(November 2020, year-over-year growth)



HOUSING STARTS

(December 2020, SAAR, year-over-year growth)



ALBERTA ECONOMIC INDICATORS

	2019	2020	2021YTD	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21
Alberta Activity Index (y/y % change)	-0.5	-6.6		-7.9	-5.5	-4.8	-3.1		
Population¹									
Population (thousands)	4,362	4,422	4,428			4,428			
y/y % change	1.5	1.4	1.0			1.0			
Net Interprovincial Migration	-2,032	2,183	-193			-193			
Net International Migration	39,603	33,229	-352			-352			
Labour Market									
New: Employment (thousands, SA)	2,279	2,130	2,181	2,125	2,163	2,188	2,174	2,161	2,181
m/m change (thousands)				10.9	37.5	25.0	-13.8	-13.3	20.8
y/y % change	0.7	-6.6	-3.5	-6.7	-5.2	-4.3	-4.2	-4.8	-3.5
New: Unemployment Rate (% , SA)	7.0	11.4	10.7	12.2	12.1	10.8	11.1	11.1	10.7
New: Participation Rate (% , SA)	71.0	68.6	69.3	69.0	70.0	69.7	69.5	68.9	69.3
Average Weekly Earnings (\$, SA)	1,165	1,203		1,206	1,197	1,186	1,197		
y/y % change	1.4	3.4		3.4	1.9	-0.5	2.2		
Household Sector									
Retail Sales (\$ millions, SA)	81,091	72,149		6,824	7,048	7,069	7,141		
y/y % change	-0.8	-2.9		0.6	5.4	4.0	7.5		
New Vehicle Sales (units, thousands)	222	167		19	20	18	14		
y/y % change	-6.1	-20.0		-8.2	3.5	-1.4	-7.6		
Consumer Price Index (y/y % change)	1.8	1.1		0.6	1.5	1.1	1.3	0.8	
Excluding Food & Energy	1.8	1.2		0.4	0.9	0.9	1.0	0.8	
Housing Starts (SAAR, thousands)	27.3	24.0		20.5	26.1	32.7	26.6	30.9	
y/y % change	4.8	-12.1		-33.0	-21.2	36.1	0.0	-20.5	
New Housing Price Index (y/y % change)	-1.5	-0.9		-1.0	-0.6	-0.1	0.8	0.5	
Resale Home Sales (units, SA)	52,191	53,960		5,083	5,384	5,556	5,513	5,845	
y/y % change	0.1	3.4		14.7	23.5	27.2	27.5	37.5	
Sales to New Listing Ratio (SA)	0.49	0.56		0.58	0.61	0.61	0.62	0.66	
MLS Average Resale Prices (\$ thousands, SA)	389	395		400	402	410	406	400	
y/y % change	-2.8	1.4		3.0	4.1	6.5	6.9	2.8	
Consumer Bankruptcies (level)	5,589	3,326		239	268	319	265		
y/y % change	13.5	-35.9		-47.9	-41.9	-34.4	-44.8		
Business Sector									
New: Goods Exports (customs based, \$ millions)	117,202	91,347		7,483	7,420	7,854	7,685	8,789	
y/y % change	-0.4	-22.1		-22.9	-20.9	-19.4	-9.8	-13.7	
New: Energy Products (\$ millions)	84,525	60,129		5,000	4,877	4,971	4,990	5,955	
y/y % change	1.3	-28.9		-28.9	-28.4	-29.3	-16.9	-22.0	
New: Agricultural Products (\$ millions)	7,705	8,429		667	625	808	749	791	
y/y % change	-7.2	9.4		15.9	19.2	16.0	10.3	35.7	
New: Rigs Drilling	92	60	119	32	41	49	60	66	119
y/y % change	-30.6	-35.3	-29.6	-66.8	-55.8	-48.7	-36.9	-31.5	-29.6
Manufacturing Shipments (\$ millions, SA)	76,406	59,236		5,163	5,369	5,446	5,521		
y/y % change	-1.9	-15.9		-19.2	-12.7	-12.1	-8.5		
Wholesale Trade (\$ millions, SA)	80,916	71,199		6,491	6,457	6,506	6,644		
y/y % change	-1.5	-4.3		-2.4	-5.4	-2.6	2.7		
Building Permits (\$ millions, SA)	11,647	10,719		903	852	946	1,026	895	
y/y % change	-13.5	-8.0		-6.7	-18.5	-3.0	3.3	-12.8	
Residential Permits (\$ millions, SA)	6,999	6,820		553	586	613	691	631	
y/y % change	-10.0	-2.6		-5.2	-8.9	1.5	15.1	-0.1	
Non-Residential Permits (\$ millions, SA)	4,648	3,899		350	267	333	335	264	
y/y % change	-18.2	-16.1		-9.0	-33.9	-10.2	-14.8	-33.2	
New: Non-Res. Building Cons. Price Index ² (y/y % change)	2.3	0.5			0.2			0.5	

¹ Population data presented on a census year basis (July 1– June 30).

² Quarterly, average of Calgary and Edmonton.

YTD (year-to-date).

“SA” denotes seasonally adjusted. “SAAR” denotes seasonally adjusted at annual rate.

All annual data are unadjusted.

Sources: All data are from Statistics Canada except the Alberta Activity Index (Alberta Treasury Board and Finance), Housing Starts (Canada Mortgage and Housing Corporation), MLS Average Resale Prices (Canadian Real Estate Association), Rigs Drilling (Canadian Association of Oilwell Drilling Contractors) and Bankruptcies (Office of the Superintendent of Bankruptcy Canada). All historical data are subject to revision.

Labour Market Notes

Labour market starts 2021 on a positive note

Alberta

- **Employment grows.** Employment increased 20,800 month-over-month (m/m) in January, posting its first monthly gain since October 2020, despite public health measures remaining in place.
- **Part-time employment leads the recovery.** Strong gains in part-time jobs (+21,100 m/m) offset marginal losses in full-time positions (-300 m/m). Part-time jobs turned around after retreating from their November 2020 peak.
- **Small gains in services sector.** Service sector employment grew (+3,400) following two months of consecutive declines. Accommodation and food services (-17,900 m/m) and information and recreation (-3,700) bore the brunt of the ongoing public health measures. These, however, were more than offset by gains in other services industries, particularly educational services, and business, building & other support services.
- **Goods sector resumes growth.** Goods sector employment experienced broad-based gains (+17,200 m/m), driven by construction (+15,300) and supported by natural resources industries (+2,400). Manufacturing (-3,100) was the only goods sector that experienced jobs losses.
- **Unemployment rate falls.** With the strong monthly job gain, the unemployment rate declined 0.4 percentage points to 10.7%. This was even as labour force participation rate inched up 0.4 percentage points to 69.3%.
- **Employment remains below pre-COVID levels.** Employment stood nearly 88,000 below the February 2020 level. Alberta has now recovered almost 74% (249,200) of the 337,000 jobs lost between February and April.
- **Labour underutilization remains high.** In January, the labour underutilization rate stood at 20%, slightly lower m/m but up from 15% a year ago. There were 165,600 who were employed, but worked zero hours or missed more than half of their usual hours during the reference week. This was up 32,400 (+24% y/y) from a year ago. The number of Albertans who wanted a job but did not look for one was largely unchanged in January and was 14,300 (+23% y/y) above last year.
- **Wages inch up.** The average hourly wage in Alberta edged up to \$33.18 (+1.4% m/m). With the monthly increase, average hourly wage was up 4.2% from February and 4.7% compared to a year ago.

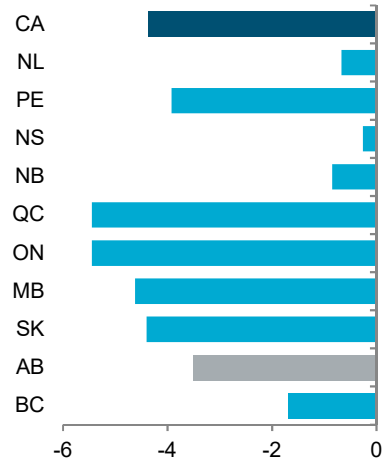
Canada

- **National employment declines.** A total of 212,800 jobs were lost in January, the second consecutive monthly decline. The monthly decline was concentrated in retail trade sectors in Ontario and Quebec, as public health measures tightened. Employment improved in all provinces except Ontario, Quebec, and Newfoundland and Labrador.
- **Unemployment rate rises.** The national unemployment rate inched up by 0.6 percentage points to 9.4% in January.
- **Wages move up.** The national average hourly wage increased to \$30.23 (+1.8% m/m). The average wage remained 5.7% above February and 6.2% higher than last year.

EMPLOYMENT GROWTH BY PROVINCE

January 2021 vs. January 2020

(year-over-year % change)



Source: Statistics Canada, Haver Analytics

ALBERTA LABOUR MARKET INDICATORS

Indicator	Latest*
Employment	2,181,400
month-over-month change	+20,800
year-over-year % change	-3.5%
Alberta Unemployment Rate (UR)	10.7%
Edmonton UR**	11.9%
Calgary UR**	10.6%
Participation Rate	69.3%
Average Weekly Earnings (AWE)	\$1,197.26
year-over-year % change	+2.2%
Average Hourly Wage	\$33.18
year-over-year % change	4.7%

Source: Statistics Canada, Haver Analytics

* All data is from the January 2021 Labour Force Survey, except AWE which is from the November 2020 Survey of Employment, Payrolls and Hours.

** This indicator is calculated as a three month moving average and is seasonally adjusted.

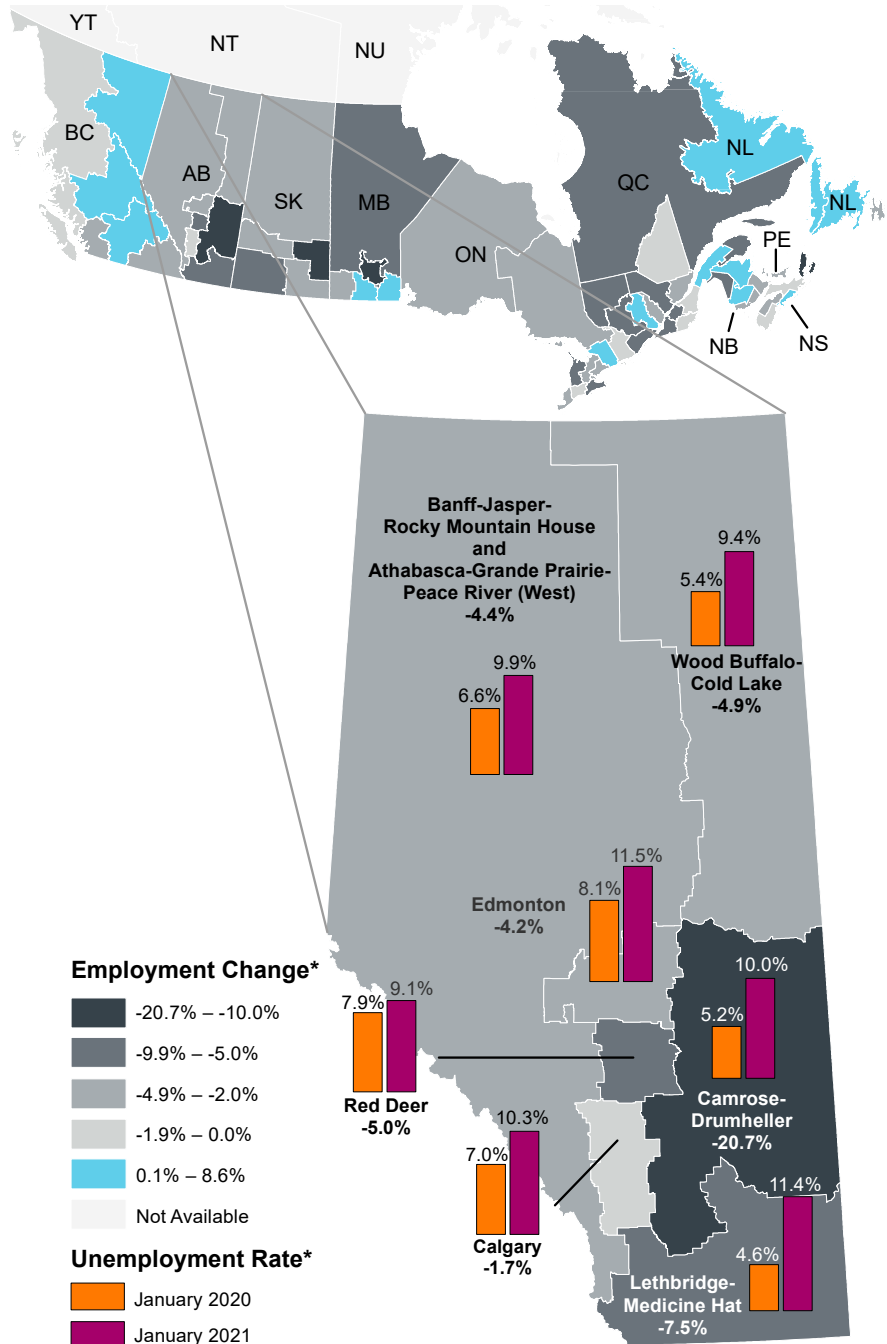
Regional labour market indicators

	2019	2020	2021 YTD
Alberta			
Population	1.6	1.5	1.2
Labour Force	1.0	-1.9	-0.5
Employment	0.7	-6.6	-4.3
Unemployment Rate	7.0	11.4	10.6
Calgary			
Population	2.0	1.8	1.5
Labour Force	2.4	-0.5	1.9
Employment	2.8	-5.3	-1.7
Unemployment Rate	7.2	11.7	10.3
Edmonton			
Population	2.0	1.9	1.6
Labour Force	1.7	-2.9	-0.6
Employment	0.7	-7.7	-4.2
Unemployment Rate	7.4	12.0	11.5
West			
Population	0.6	0.4	0.2
Labour Force	-0.1	-3.4	-1.0
Employment	0.1	-9.2	-4.4
Unemployment Rate	5.5	11.1	9.9
Lethbridge - Medicine Hat			
Population	1.1	0.9	0.6
Labour Force	0.5	-2.8	-0.3
Employment	-0.3	-5.4	-7.5
Unemployment Rate	6.1	8.6	11.4
Red Deer			
Population	1.2	1.2	0.9
Labour Force	-4.6	-1.9	-3.8
Employment	-6.1	-6.7	-5.0
Unemployment Rate	7.0	11.6	9.1
Camrose - Drumheller			
Population	0.2	0.1	-0.1
Labour Force	-6.5	0.5	-16.6
Employment	-7.8	-4.0	-20.7
Unemployment Rate	6.6	10.7	10.0
Wood Buffalo - Cold Lake			
Population	0.4	0.0	-0.2
Labour Force	2.0	-3.7	-0.6
Employment	2.3	-7.6	-4.9
Unemployment Rate	5.7	9.5	9.4

Source: Statistics Canada, Haver Analytics
All numbers are percent growth, except unemployment rates.

EMPLOYMENT GROWTH BY ECONOMIC REGION

Per cent change in year-over-year employment



*Based on three-month moving averages.

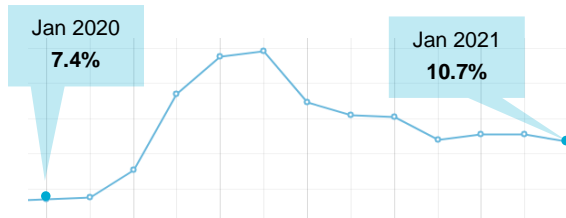
Contact [Younes Ahmadi](#) at 780.427.7543
Have a question? Send us an [email](#)

WEEKLY ECONOMIC BRIEFING

Indicators Updated this Week

UNEMPLOYMENT RATE

+3.3%
10.7%

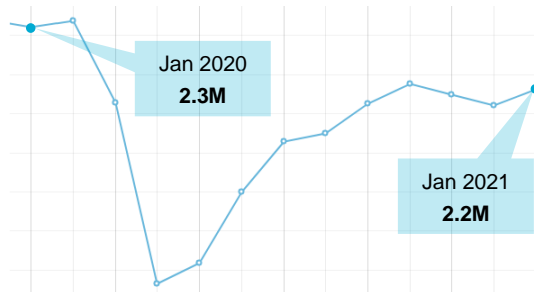


In January 2021, Alberta's seasonally adjusted unemployment rate was 10.7%, up from 7.4% in January 2020 and down 0.4% from December 2020.

The national unemployment rate was 9.4% in January 2021, up from 5.6% in the same period in 2020.

EMPLOYMENT

-3.5%
2.2M

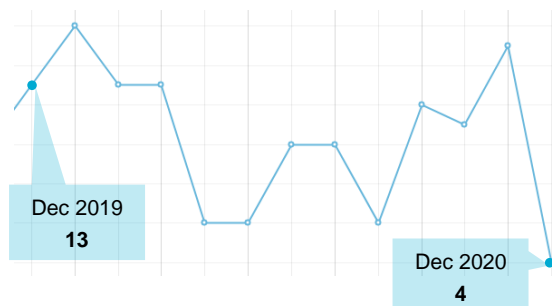


On a year-over-year basis, employment decreased by 79,600, or -3.5% in January 2021. Over the same period, Canada's employment decreased by 834,100, or 4.4%.

Full-time employment had the largest year-over-year change, decreasing 4.2% compared to January 2020, while part-time employment decreased by 0.3% over the same period.

BANKRUPTCIES

-69.2%
4

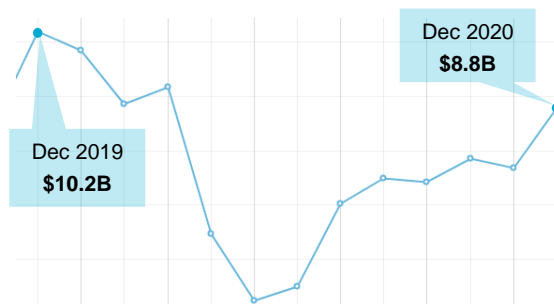


The number of Alberta business bankruptcies in December 2020 decreased by 69.2% from the same period a year ago, from 13 to 4. The number of Canadian bankruptcies decreased by 15.4% over the same time period.

In Alberta, consumer bankruptcies decreased by 31.5%, from 403 in December 2019 to 276 in December 2020.

MERCHANDISE EXPORTS

-13.7%
\$8.8B



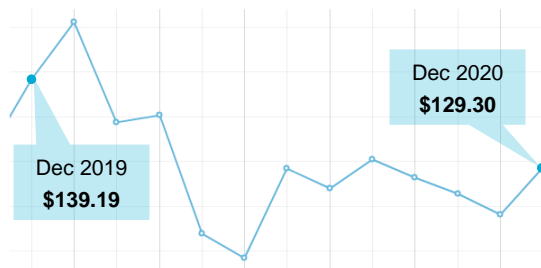
Alberta's international merchandise exports were \$8.8 billion in December 2020, a decrease of 13.7% from a year earlier. Canadian exports decreased by 4.9% year-over-year.

In Alberta, the largest year-over-year gains were in Farm, fishing and intermediate goods (+35.7%), and Forestry products and building materials (+30.3%).

In 2020, Alberta's merchandise exports were \$91.3 billion, a decrease of 22.1% from 2019.

CATTLE PRICE

-7.1%
\$129.30
(\$/hundredweight)



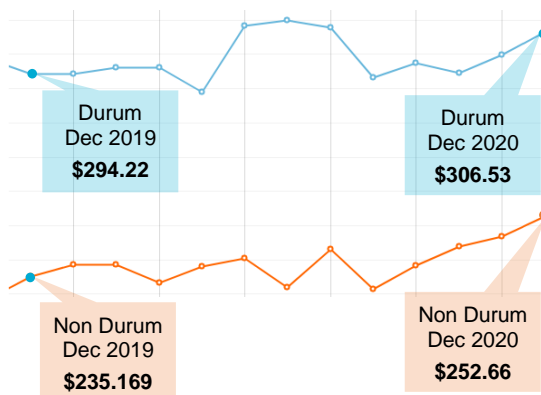
Cattle prices in Alberta decreased by 7.1% in December 2020 compared to the same time period a year earlier, to \$129.30 per hundredweight, the highest price in Canada.

Calf prices decreased by 5.4% year-over-year in December 2020 to \$173.44 per hundredweight.

Hog prices increased by 9.7% in December 2020 compared to the same period a year earlier, to \$74.90 per hundredweight.

WHEAT PRICE

+7.4%
\$252.66
(\$/metric tonne)

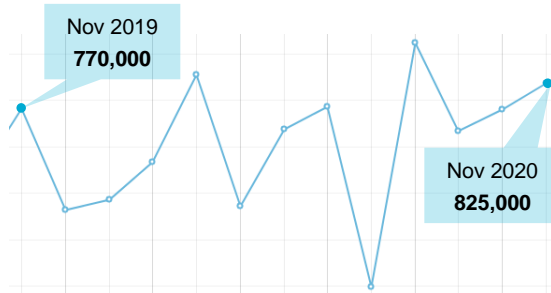


In December 2020, Alberta non-durum wheat prices, which include the weighted average prices of milling and other wheat excluding durum, was \$252.66/metric tonne, up 7.4% from December 2019.

Durum wheat was \$306.53/metric tonne in December 2020, 4.2% higher than December 2019.

SOFTWOOD LUMBER PRODUCTION

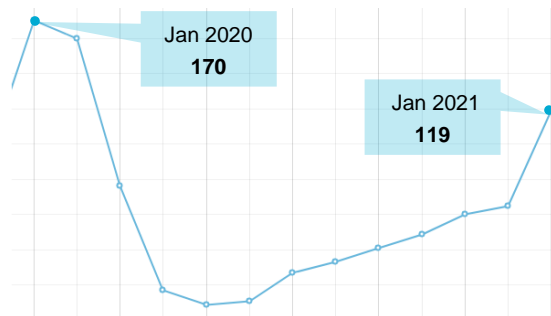
+7.1%
825,000
(m³)



Alberta softwood lumber production increased by 7.1% to 825,000 cubic metres in November 2020 compared to November 2019. Nationally, softwood lumber production increased by 5.9% to 4.76 million cubic metres when compared with the same period a year earlier.

ACTIVE DRILLING RIGS

-30.0%
119



The average number of active drilling rigs in January 2021 was 119, decreasing by 51 (-30.0%) from January 2020. The number of inactive rigs increased by 17.7% from 181 to 213 over the same period.

News Highlights

- Canola farmers rejoice as global demand pushes prices to 13-year high. [Read more](#)
- Alberta gains more than 20,000 jobs in January during stricter COVID-19 measures. [Read more](#)
- Tech successes provide promising path for Calgary. [Read more](#)
- Lethbridge man working to make medical grade masks affordable and accessible. [Read more](#)
- Fearing Line 5 pipeline shutdown, Imperial Oil prepares contingency plans. [Read more](#)
- Air Canada, Suncor and other companies launch 'rapid screening consortium' to test for coronavirus. [Read more](#)
- How growing global electric car sales could be a boon for Alberta. [Read more](#)
- Alberta gym and fitness studio owners say they can't survive ongoing restrictions. [Read more](#)

Major Projects

- 'A slam dunk case': Alberta considers seeking U.S. compensation for Keystone XL via old NAFTA rule. [Read more](#)
- TransAlta wraps up \$85M boiler conversions at Sundance Unit #6. [Read more](#)
- Edmonton's historic Hangar 11 may be saved from wrecking ball with \$45M investment. [Read more](#)
- Bonnyville taps now running with Cold Lake water after \$93.6M waterline project completed. [Read more](#)
- Arena, BMO Centre construction to start in 2021 while Arts Commons planning continues. [Read more](#)
- High Level Line plan shifts gears after City of Edmonton decides not to fund. [Read more](#)

Key Economic Indicators

Period	Indicator	Latest Update	Change	Last Updated
2019	GDP (Market Prices) <i>yr/yr</i>	\$347.1B	+0.1%	November 2020
Q4 2020	Population <i>yr/yr</i>	4.43M	+1.0%	December 2020
January 2021	Unemployment Rate <i>yr/yr</i>	10.7%	+3.3%	February 2021
Feb 1 – 5, 2021	WTI Oil Price <i>wk/wk</i>	USD \$56.96	+9.12%	February 5, 2021 End of day
November 2020	Retail Trade <i>yr/yr</i>	\$7.1B	+7.5%	January 2021

Looking Ahead

Mon 8	Tue 9	Wed 10	Thu 11	Fri 12
				Indicator Release: Wholesale trade

Council Report

Date February 2021
Department: Administration
Submitted: Joyce Pierce, CAO

Administration

Management meetings have been held on a weekly basis. Senior management has continued the development of the plans for the Council Workshop to be held Feb 17 & 18, 2021.

The updates for the COVID-19 regulations were announced on Feb 1, 2021 to be implemented on Feb 8, 2021 and are as follows.

The Path Forward

The provincial path forward included the following comments.

Public health measures will be eased in steps based on hospitalization benchmarks.

Each step sets a more predictable path for easing restrictions, while protecting the health system.

Once hospitalizations are within range of the benchmark, decisions to move to the next step will be considered. The lowest-risk activities in each sector will be considered for change first.

Moving between steps will happen at least 3 weeks apart to assess the impact on cases.

Early in December CAO's were advised that municipalities would be given a weeks' notice of any impending changes; however, that did not happen in this last update. We were advised January 29th that arena facilities could not be opened other than one on one coaching sessions. No group or team sports was permitted. With that in mind many communities in Alberta decided to take out the ice as a cost-saving measure as operational costs continue, with no revenue to offset; something this government keeps reminding us of. Further to that we were advised that moving between steps would happen at least 3 weeks apart to allow for careful monitoring of COVID. Needless, to say it came as a surprise when the government relaxed restrictions on Saturday, Feb. 6th, allowing groups of 10 individuals, including coaches and participants of youth lessons, practices and conditioning activities for indoor and outdoor team-based minor sports and athletics.

Council had given direction for the ice removal from the arena if there were no regulation changes by of Jan 15, 2021. The ice plant was shut off on Jan 29, 2021 but as of today the ice has not been yet removed. With this new regulation change that happened on Feb 6, 2021 administration has been contacted by CNN Spurs to see if the Town plans to reopen the arena. Council has made the resolution to remove the ice and reduce the costs of the operations as best as can be for the remainder of the 2020/2021 season. This was the information that was shared with CNN.

COVID Update

Currently Public Works is working split shifts, with 3 employees in one week and 2 employees the next week to mitigate risk of cross contamination if anyone should become sick and leave us with no operators for a 2 or possibly more week period. Administration will continue to work remotely until further direction is handed down from the province. This schedule remains in place until further notice.

ICF/IDP Update

Administration has been continuing with the ICF/IDP work with the regional colleagues. Administration is working out the fine details of the IDP/ICF and the Rec Funding agreements to be sent to legal for review and then to be added to Council agenda's in early March. The hope is that we will be able to satisfy the Provincial mandate of April 1, 2021 on April 6, 2021. Administration has been notified that an extension of a short time could be received if both municipalities agree it is needed and municipal affairs is sent the resolutions of those Council's. The regional CAO's have been meeting regularly to continue the work to accomplish this task. This project is still a work in progress.

Training

Public works staff is using this split shift time to take some necessary training. Two members are currently taking the Water Wastewater Operators licensing course online. Best of luck to them both. More licensed operators will be a benefit to the town for many years to come. Also, administration and public works have been taking some training virtually through Munisight the GIS/Asset management platform that is now in place. This is a user friendly program and the support from Munisight is great. This is a very useful tool for the staff and has so many applications that help to do our jobs much more efficiently. Administration attended an off-site levy training meeting.

SREMP Agency Meeting

The SREMP agency has been having virtual meetings on a biweekly basis.

Family Day 2021

Family Day activities have been posted on the website and Facebook page for the virtual event for 2021. Please login and browse the options that are available for folks to have a safe and interesting Family Day. For those that are interested in an outdoor activity the local rink is in great shape and the weather appears to be softening a bit for Family Day, so go out and enjoy.

AT Update

An update for Council coming from the previous discussions regarding the request for a meeting with Alberta Transportation the following is an excerpt from the email response on the meeting request.

Thank you for your meeting request.

Once government Spring Session Schedule is released. I will reach out and coordinate a meeting for mid-march.

Thank you for your understanding.

Meetings Virtually Attended/Attending

Regular Council Meeting	SREMP Mtg
Regional CAO Mtg	AHS Townhall Mtg
AUMA Town Hall – Policing	Brownlee LLP Mtg
Provincial Town Hall Mtg	ICF/IDP Mtg
Management Meetings	SREMP Advisory Committee Mtg

Fire Bylaw/Enforcement Bylaw/Land Use Agreement- Fire Training Ground

As the Fire Agreement and the Enforcement Agreements both expire in December of 2021, administration has been working with Chief Mahoney to update these documents and have them ready to be approved by Council as you will see the RFD's have been added to the agenda for this meeting. It has also been requested by Sturgeon County to develop a Land Use Agreement for the fire training ground lands at the lagoon site. This item will be coming to Council for a decision at a future regular meeting of Council.

Coyote Concerns Update

To keep Council and the public updated on the abundance of coyotes that have been spotted and reported roaming around the Town recently, administration has spoken with Alberta Fish and Wildlife to report the seemingly large increase in the population around the Town. It has been advised that it is mating season and if they find it easy to forage for items such as garbage, pet foods and the ability to snack on fruit tree leftovers they will hang around. They seem to have been made to feel quite comfortable around town so are sticking close. There has been information regarding tips to use when dealing with coyotes posted on the Town website and on the Facebook page for public information. The following information comes from the Alberta government page for Fish and Wildlife.

How can I reduce the chances of coyotes returning to my neighbourhood?

- If a coyote is returning to your neighbourhood, it is because shelter or easy meals are available there. Speak with your neighbours about prevention actions and work together to reduce attractants.
- Never feed coyotes. Feeding coyotes inevitably leads to unsafe situations that result in human injury or the death of the animal.
- Never unintentionally feed coyotes. Pet food, garbage and fruit fallen from trees might also be available. Reduce your chances of attracting coyotes by removing these items from your yard.
- Remove low branches on trees that can provide hiding places for coyotes or attract small animals, particularly near children's play areas.
- Keep a clean backyard by removing seeds, meat, suet for birds and fallen fruit. These attract mice and squirrels, which are prey for coyotes.
- Install motion-activated lights in your yard.
- Keep your cats indoors and don't let your dog play outside unsupervised.
- Always be sure to clean up dog feces as it attracts coyotes.
- Use a durable wire mesh to close off spaces under decks, patios and outbuildings. Keep all spaces that may be used as a shelter closed off and inaccessible to coyotes.
- Make sure your fence is in good repair. Holes in fences may attract curious coyotes into your backyard.
- Take your garbage out only on the morning of collection.

- Talk to your neighbours about following the same preventative measures.

What to do in a coyote encounter

What should I do if I see a coyote?

- If you encounter a coyote, make the experience unpleasant for the animal. Make it feel unwelcome in your neighbourhood. Even if you are not concerned about problems with coyotes, they should not feel comfortable around us or our homes.
- Respond to their presence aggressively by making yourself appear larger. Wave your arms overhead, or thrust long objects like a walking stick toward the coyote.
- Throw rocks, sticks or other objects toward the animal.
- Shout in a deep voice and maintain eye contact.
- If the coyote continues to approach, back away slowly and move toward buildings or human activity if the coyote continues to approach.
- Do not turn away or run. This will encourage the coyote to chase you.
- For situations involving aggressive encounters, phone the Report-A-Poacher number at 1-800-642-3800 and report the details.

Coyotes and children

What should I teach my child about coyotes?

- If you see a coyote, never run, even if you're scared.
- Yell at the coyote in an angry voice and make yourself look bigger by putting your arms in the air.
- Never approach coyotes or any other wildlife.
- Do not leave food for the coyotes.
- Never litter. Keep your home yard, school yards and parks clean.
- When walking the dog, always keep it on a leash. Pick up the dog feces to throw away in a garbage can.
- Make sure that you don't let the cat out.

Why do coyotes visit schoolyards?

- Coyotes visit schoolyards for the same reason they investigate backyards and laneways; they are searching for food, such as leftover lunches and food wrappers.
- Children should place litter in schoolyard garbage cans that have secure lids, or put all their litter in garbage cans indoors. Garbage containers should be cleaned out daily to reduce odours.

Another brochure will be posted on our website and Facebook page with numbers to use to contact Fish and Wildlife if these animals become aggressive. It is also common to see many of them in groups during the months of January and February as this is mating season.

Private Land Tree Concerns

As there has been some public concerns regarding a tree on Sturgeon Public School lands administration has contacted BACS to advise that they have a tree on their property that appears to be a danger to the public. School maintenance will be dealing with this concern.

Respectfully submitted

Joyce Pierce, CAO

Resolution	Resolution #	Assigned to	Status
February 2, 2021 Regular Meeting of Council			
Appointment of Returning Officer and Substitute Returning Officer COUNCILLOR BIDNEY MOVED THAT Council direct administration to appoint CAO Pierce as Returning Officer and Jessica Caines as Substitute Returning Officer for the October 18, 2021 election.	21-038	Administration	Completed
Procedure Bylaw; Bylaw #2021-01 COUNCILLOR BIDNEY MOVED THAT Council gives Procedural Bylaw 2021-01 2nd reading, as presented.	21-039	Administration	On February 16, 2021 RMC Agenda for 3rd reading
Closed Session - Intermunicipal update COUNCILLOR HOLDEN MOVED THAT Council direct Administration to continue with negotiations.	21-043	Ec Dev	Completed
Closed Session - Land Proposal COUNCILLOR BIDNEY MOVED THAT Administration proceed with the next steps as per discussion.	21-044	Ec Dev	On Going
January 19, 2021 Regular Meeting of Council			
Library Board Appointment DEPUTY MAYOR MAY MOVED THAT Council direct administration to approve Library Board Trustee Lorna Pocock for a second term.	21-024	Administration	Completed
Natural Area Study COUNCILLOR HOLDEN MOVED THAT Council give approval to proceed with the High-Level Assessment of the natural area as approved in the 2021 budget. CARRIED RESOLUTION 21-025	21-025	Public Works	Completed
2021 Census of Population COUNCILLOR HOLDEN MOVED THAT Council supports the 2021 Census and encourages all residents to complete their census questionnaire online at www.census.gc.ca , once available in May 2021. Accurate and complete census data support programs and services that benefit our community.	21-026	Administraton	Ongoing to May 2021

Resolution	Resolution #	Assigned to	Status
Information RE Tax Incentives COUNCILLOR HOLDEN MOVED THAT Council accepts the information regarding Tax Incentives, as information, and further directs Administration to develop a Bylaw to be brought back to Council for review.	21-029	Finance	Ongoing - to be discussed at Council Workshop
Notice of Motion – Springbrook Park COUNCILLOR LAING MOVED THAT Council discuss upgrades to Springbrook Park and that a goal for council to set a timeline within the next 5 years to have it upgraded.	21-031	Administration	Ongoing - to be discussed at Council Workshop
Procedure Bylaw; Bylaw #2021-01 COUNCILLOR HOLDEN MOVED THAT Council gives Procedural Bylaw 2021-01 1st reading and directs administration to amend, as discussed and bringing back to Council for 2nd and 3rd readings.	21-032	Administratin	Completed
January 5, 2021 Regular Meeting of Council			
COUNCILLOR HOLDEN MOVED THAT Council direct administration to close the arena for the 2020 / 2021 season and remove the ice surface if there is no change to the provincial regulations by January 15, 2021.	21-006	Operations	Completed
Council workshop COUNCILLOR HOLDEN MOVED THAT Council approve holding a Council Workshop on Wednesday February 17 and Thursday February 18, 2021 commencing at 8:30am in Council Chambers or virtually using Teams depending on COVID-19 restrictions at that time.	21-013	Administration	Completed
November 17, 2020 Regular Meeting of Council			
Invitation Alberta Transportation COUNCILLOR HOLDEN MOVED THAT Council directs Administration to proceed, as per Council information provided with regards to the invitation to Alberta Transportation.	20-359	Administration	Ongoing to March 2021
COUNCILLOR BIDNEY MOVED THAT Council table the decision regarding hiring Strategic Steps until after the By-election.	20-368	CAO	ongoing - to be discussed at Council Workshop

Resolution	Resolution #	Assigned to	Status
May 19, 2020 Regular Meeting of Council			
<p>Landscaping Deposit DEPUTY MAYOR BIDNEY MOVED THAT, in accordance with Part 7.14(2) of the Town of Bon Accord Land Use Bylaw 2016-03, as amended, Council adopt a resolution to establish a landscaping deposit fee for the following types of development:</p> <ol style="list-style-type: none"> 1. Residential Development 100% of estimated landscaping costs 2. Commercial Development 100% of estimated landscaping costs 3. Industrial Development 100% of estimated landscaping costs <p>This landscaping deposit fee shall be provided by the developer in the form of:</p> <ol style="list-style-type: none"> a. cash to a value equal to 100% of the estimated landscaping costs or b. an irrevocable letter of credit having the value equal to 100% of the estimated landscaping costs <p>The terms and provisions respecting this deposit fee, including release shall be to the Town's satisfaction as set out in a Development Agreement.</p>	20-250	Planning and Economic Development	Ongoing - March 2021

TOWN OF BON ACCORD
Request for Decision (RFD)

MEETING: Regular Council Meeting	
MEETING DATE: February 16, 2021	
AGENDA ITEM: Asset Management Plan and Strategy	
RECOMMENDATION: ... THAT Council approve the Asset Management Plan and Strategy as presented.	
BACKGROUND: The Asset Management Plan and Strategy are now complete. The final step in completing the process so grant money can be collected is to approve the plan and strategy as presented. This is a living document so there will always be things added and removed from the plan.	
FINANCIAL IMPLICATIONS: This is a budgeted item from 2020.	
LEGAL IMPLICATIONS: N/A	
LEGISLATIVE HISTORY: N/A	
ALTERNATIVES: <ol style="list-style-type: none">1. Council approves the Asset Management Plan and Strategy.2. Council does not give approval to the Asset Management Plan and Strategy.	
Prepared and Submitted By: Ken Reil	Reviewed By: Joyce Pierce Date: February 8, 2021

**TOWN OF BON ACCORD
Request for Decision (RFD)**

MEETING: Regular Council Meeting
MEETING DATE: February 16, 2021
AGENDA ITEM: Asset Management Grant Application

RECOMMENDATION:

... **THAT** Be it resolved that Council directs administration to apply for a grant opportunity from the Federation of Canadian Municipalities' Municipal Asset Management Program for the Town of Bon Accord, Asset Management Roadmap Project. Be it therefore resolved that the Town commits to conducting the following activities in its proposed project submitted to the Federation of Canadian Municipalities Municipal Asset Management Program to advance our asset management program with the following three activities:

- Development of an Asset Management Roadmap
- Improved sharing of asset management information internally and publicly
- Asset management awareness training for all staff

Be it further resolved that the Municipality commits \$10,300 from its budget towards the cost of this initiative.

BACKGROUND:

The Asset Management Plan and Strategy is now complete. To effectively put the plan in place the next step is to add the Asset Management module to the GIS. This module will allow for the entry of all pertinent information about all assets. Once the information is entered into the module, decisions can be made regarding age, material, history and risk assessment to determine the best path forward. Staff will also require training in Asset Management awareness. The cost for the module will be 80% grant funded.

FINANCIAL IMPLICATIONS:

This is not a budgeted item for 2021.

LEGAL IMPLICATIONS: N/A

LEGISLATIVE HISTORY: N/A

ALTERNATIVES:

1. Council approve the application for the Asset Management grant funding.
2. Council does not give approval to apply for the Asset Management grant funding.

Prepared and Submitted By: Ken Reil

Reviewed By: Joyce Pierce

Date: February 8, 2021

TOWN OF BON ACCORD
Request for Decision (RFD)

MEETING: Regular Council Meeting
MEETING DATE: February 16, 2021
AGENDA ITEM: Procedural Bylaw # 2021-01

RECOMMENDATION:

THAT.... Council gives Procedural Bylaw # 2021-01 third reading, as presented.

BACKGROUND:

At the regular meeting of Council November 3, 2020,

DEPUTY MAYOR MAY MOVED THAT Council directs Administration to allow question and answer periods, in Chambers during formal Council meetings, and any unanswered questions will be responded to, within 72 hours, by Administration or Council. Carried Resolution #20-336

Due to this procedural change, Procedural Bylaw #2020-23 was presented to Council at the RMC December 15, 2020 but did not receive first reading:

COUNCILLOR HOLDEN MOVED THAT Council declines 1st reading of Procedural Bylaw #2020-23, and furthermore directs Administration to bring this Bylaw back to Council at a later date. In favor: Mayor Mosychuk, Councillor Bidney, Councillor Holden. Opposed: Deputy Mayor May, Councillor Laing. Carried Resolution #20-393

At the regular meeting of Council January 19, 2021, Administration brought forward Procedural Bylaw 2021-01 with the following amendments:

- Section 7.3.6 is repealed, as the terminology has changed. A Committee of the Whole Meeting is now referred to as Regular Meeting of Council.
- Section 8.5 will now include the following statement: "It is the responsibility of each member to ensure their closed session duties are adhered to when attending virtually to avoid any confidentiality breaches or conflicts."
- Section 8.12 will now include section 8.8.
- Various edits to grammar and formatting.

During this meeting, the following resolution was passed:

COUNCILLOR HOLDEN MOVED THAT Council gives Procedural Bylaw 2021-01 1st reading and directs administration to amend, as discussed and bring back to Council for 2nd and 3rd readings. Carried Resolution #21-032

As discussed, administration made the following amendments for the second reading of Procedural Bylaw 2021-01:

- Move section 1.12 "Act" to 1.1 to ensure definitions are in alphabetical order.
- Section 1.4 will now include the following statement: "Matters discussed in closed session are confidential until discussed in a public session as per the MGA and FOIP Act."
- The statement previously added to section 8.5 will be relocated to section 10.2. "It is the responsibility of each member to ensure closed session duties are adhered to when

attending virtually to avoid any confidentiality breaches or conflicts.”

- Section 8.12 will now include the following statement: “If these platforms fail or are interrupted without the ability to restore service the meeting will be adjourned as per the MGA regulation.”

- Section 12 will now read as follows:

12.1 Council members may bring forward notices of motion as an item on the agenda of a regular Council meeting. Once Motion is stated, it will be recorded in the meeting’s minutes. A Notice of Motion must give sufficient detail so that the subject of the motion and any proposed action can be determined and should be used to give notice when an extended period of time is advisable prior to considering a subject.

12.2 A written copy of the Notice of Motion shall be provided to the CAO prior to the meeting’s adjournment.

12.3 The Notice of Motion will be placed on the next regular Council Meeting agenda that the elected official who made the Notice of Motion is present, to vote whether the matter will proceed.

12.4 Once approved by Council, a Notice of Motion given at a regular Council meeting will be addressed in a time frame not beyond the end of the third month from when it was presented, unless Council directs differently.

12.5 A Notice of Motion cannot be made at a special Council meeting.

12.6 A Notice on Motion is not debatable until a Council member moves the motion.

- Various grammar and formatting.

At the RMC February 2, 2021, the following resolution was passed:

COUNCILLOR BIDNEY MOVED THAT Council gives Procedural Bylaw 2021-01 2nd reading, as presented. In favor: Mayor Mosychuk, Councillor Holden, Councillor Bidney, Councillor Laing Opposed: Deputy Mayor May Carried Resolution #21-039

Administration has made the following change for third reading February 16, 2021 RMC:

- Schedule “A” section 4.1 now reads:

4.1 The CAO shall forward materials to be discussed at a meeting of the Committee a minimum of two business days in advance of the meeting.

FINANCIAL IMPLICATIONS: N/A

LEGAL IMPLICATIONS: N/A

LEGISLATIVE HISTORY: MGA RSA2000, Chapter M-26 as amended or repealed and replaced from time to time, authorizes council to pass such a Bylaw.

ALTERNATIVES:

1. Council gives Procedural Bylaw 2021-01 third reading, as presented.
2. Council declines Procedural Bylaw 2021-01.

Prepared and Submitted By: Jessica Caines

Reviewed By:

Date: February 12, 2021

**TOWN OF BON ACCORD
THE PROCEDURAL BYLAW
BYLAW 2021-01**

**A BYLAW OF THE TOWN OF BON ACCORD, IN THE PROVINCE OF ALBERTA, TO REGULATE THE PROCEDURE
AND CONDUCT OF COUNCIL AND COUNCIL COMMITTEE MEETINGS**

WHEREAS, the Council of the Town of Bon Accord considers it expedient and desirable for effective governance to regulate the procedure and conduct of council, councillors and others attending council and council committee meetings in the Town of Bon Accord.

NOW THEREFORE, the Council of the Town of Bon Accord, in the Province of Alberta, duly enacts as follows:

This bylaw shall be cited as the **“Procedural Bylaw”** of the Town of Bon Accord

1. DEFINITIONS

- 1.1 “Act” means the Municipal Government Act, R.S.A. 2000, c. M-26, any regulations thereunder, and any amendments or successor legislation thereto.
- 1.2 “Councillor” means a member of Council including the Mayor elected pursuant to the provisions of the Local Authorities Act
- 1.3 “Delegation” means any person that has permission of council to appear before council or a committee of council to provide pertinent information and views about the subject before council or council committee.
- 1.4 “CAO” means the Chief Administrative Officer or his/her delegate, for the Municipality.
- 1.5 “Closed Session” is a council or committee session which is held in private and may include any person or persons invited to attend by Council. Matters discussed in closed session are confidential until discussed in a public session as per the MGA and FOIP Act.
- 1.6 “Member at Large” means a member of the public appointed by council to a committee of council.
- 1.7 “Municipality” means the Town of Bon Accord, a municipal corporation of the Province of Alberta and includes the area contained within the boundaries of the Municipality.
- 1.8 “Notice of Motion” is the means by which a Councillor may bring a topic before Council.
- 1.9 “Point of Order” means an infraction of the rules or improper decorum in speaking.
- 1.10 “Point of Privilege” means that an interruption may occur only if necessary.
- 1.11 “Presiding Officer” means the Mayor or other Councillor as appointed by the Mayor, or in the absence of the Mayor or Deputy Mayor, Council may appoint a Presiding Officer.
- 1.12 “Special Resolution” is a resolution passed by a two-thirds majority of all Council members or two thirds of all members of a Committee.

**TOWN OF BON ACCORD
THE PROCEDURAL BYLAW
BYLAW 2021-01**

2. APPLICATION

- 2.1 This Bylaw shall govern the proceedings of Council and Committees established by Council and shall be binding upon all Committee members whether Council or Members at Large.
- 2.2 When any matters relating to the meeting procedures is not addressed in this Bylaw, the law of the Government of Alberta shall be followed and in such cases the decision of the Mayor or other presiding officer shall be final and accepted without debate.

3. SEVERABILITY

- 3.1 If any portion of this bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed, and the remainder of the bylaw is deemed valid.

4. DEPUTY MAYOR

- 4.1 The position of Deputy Mayor shall be twelve (12) months in duration, or as otherwise directed as Council and each member of Council may serve one term, to be determined at the first organizational meeting following the election, or as required.

5. MEETINGS

- 5.1 The regular meetings of council shall be established by resolution of Council at its annual organizational meeting.
- 5.2 Regular Meetings of Council will be held on the 1st and 3rd Tuesday of each month, unless otherwise posted. The 1st meeting of the month shall commence at 7pm and stands to adjourn no later than 10:30pm unless Council passes a motion to extend the meeting by unanimous consent. Such a motion must be passed no later than 10:00pm. The 2nd meeting of the month shall commence at 8:30am and stand to adjourn no later than 12pm unless Council passes a motion to extend the meeting by unanimous consent. Such a motion must be passed no later than 11:30am.
- 5.3 As soon as there is a Quorum of Council after the hour fixed for the meeting, the presiding officer must take the chair and begin the meeting.
- 5.4 Unless a Quorum is present within thirty (30) minutes after the time appointed for the meeting, the meeting will stand adjourned until the next regular meeting date or until a Special Meeting is called to deal with the matters intended to be dealt with at the adjourned meeting. The Recording Secretary shall record the names of the Members of Council present at the expiration of the 30 minutes time limit.

**TOWN OF BON ACCORD
THE PROCEDURAL BYLAW
BYLAW 2021-01**

- 5.5 Council may change the time, date or location of any meeting by Special Resolution and any Committees may change the time, date or location of any of its meetings provided that in both cases at least twenty-four (24) hours notice of the change is given to the public.
- 5.6 Despite the above 5.5 the Mayor may call a Council meeting on shorter notice and without providing notice to the public provided all Council Members are notified of the meeting and two-thirds of Council give written consent to hold the meeting before the meeting begins. No business other than that stated in the notice shall be considered at any meeting described in this Section unless all the Members of Council are present, in which case, by unanimous consent, any other business may be transacted.
- 5.7 The regular meetings of council shall be voice recorded for the purpose of minute preparation.
- 5.8 The meetings of council committees shall be established by resolution of each committee and the public must be given notice or advertised as required by the provisions of the Municipal Government Act.
- 5.9 The Mayor may appoint another member of Council as Presiding Officer. The appointment must include a specified period of time which shall not exceed eight (8) consecutive weeks if the Mayor is absent.

6. GENERAL PROCEEDINGS OF MEETINGS

- 6.1 Council must vote to adopt the agenda prior to transacting other business and may:
- 6.1.1 add new items to the agenda but only by Special Resolution; or
 - 6.1.2 delete any matter from the agenda but only by Special Resolution.
- 6.2 The minutes of each meeting must be circulated to each Member of Council prior to the meeting at which they are to be adopted. Debate on the minutes of a previous meeting is limited, to ensure that the minutes are accurate. If there are errors or omissions, Council must:
- 6.2.1 pass a resolution to amend the minutes; and
 - 6.2.2 adopt the minutes as amended and if there are not errors or omissions, council must adopt the minutes as circulated.
- 6.3 Delegations appearing before council may be addressed by any Member of Council through the Presiding Officer, by asking the delegation or the Chief Administration Office relevant questions but may not debate the matter or the answers. The presentation by a delegation may only be:
- 6.3.1 received as information without debate;
 - 6.3.2 referred without debate to a Committee or the Chief Administrative Officer for a report, or debated if a Special Resolution is passed to allow a motion to be made without notice;
 - 6.3.3 limited to 15 minutes unless there is a Special Resolution to extend the allotted time.

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- 6.4 Reports from the Chief Administrative Officer or other management personnel which request a decision by Council may be debated and Council may:
- 6.4.1 vote on the request, or
 - 6.4.2 refer the request to a Committee or the Chief Administrative Officer for further investigation and report.
- 6.5 Any Councilor may make a request for information to be provided to Council on any matter within the municipality's jurisdiction. The Chief Administrative Officer or other management personnel will provide an answer to the inquiry at the next Council meeting or, if that is not possible will provide a progress report indicating when the answer to the inquiry may be expected.
- 6.6 Every motion or resolution shall be stated clearly by the mover and when duly moved shall be open for consideration. After a resolution has been stated or read, it shall be deemed to be in possession of Council, but may be withdrawn by unanimous consent of the Council members present. Discussion on any motion will be limited to ten (10) minutes and at that time the Presiding Officer will call for a vote on that motion by the Members of Council present.
- 6.7 Any member of Council desiring to speak shall address the remarks to the Presiding Officer, by way of hand gesture or by saying Mr. Mayor in a manner that does not interrupt conversation already in progress, confine themselves to the question and avoid personality. Should more than one-member desire to speak at the same time, the Presiding Officer shall determine who is entitled to the floor. Members of Council wishing to speak on a matter during the meeting must indicate their intention by raising their hand and any Member of Council present via telephone, shall address the Presiding Officer, by stating "I wish to speak on the matter at hand" and being recognized by the Presiding Officer. Each Council member should not speak more than once until every Member of Council has had the opportunity to speak except in the explanation of a material part of the speech which may have been misunderstood or in reply, to close debate, after everyone else wishing to speak has spoken.

7. CONDUCT OF MEETINGS

- 7.1 Each member or delegation, as the case may be, shall address the Presiding Officer but shall not speak until recognized by the Presiding Officer.
- 7.2 A motion does not require to be seconded.
- 7.3 Unless otherwise specifically provided in this Procedure Bylaw the following motions are debatable by Council:
- 7.3.1 a motion arising out of any matter or thing included in the agenda for the Council meeting;
 - 7.3.2 a motion to postpone or refer;

**TOWN OF BON ACCORD
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- 7.3.3 a motion for adoption of, rejection of, referral back or further consideration of a report to council, or a motion arising out of any matter dealt with in a report to Council;
- 7.3.4 a motion for the second or a motion for the third reading of a Bylaw;
- 7.3.5 a motion for an appointment or dismissal of a committee member, or referral to a committee of any matter before the Council;

- 7.3.6 a motion for amendment to any Bylaw properly before the Council, or to any matter arising directly out of a Bylaw properly before the Council;
- 7.3.7 any matter of meeting conduct, which is not herein provided for, shall be determined in accordance with “Roberts Rule of Order”;
- 7.3.8 where a question under consideration contains distinct propositions, the vote upon each proposition shall be taken separately when any member so requests or when the Presiding Officer so directs;
- 7.3.9 whenever the Presiding Officer is of the opinion that a motion is contrary to the rules and privileges of council, he/she shall inform the member thereof immediately, before putting the question, and shall cite his/her reasons applicable to the case without argument or comment.
- 7.4.0 in all cases not provided for in the proceedings of the council, a majority of council shall determine to uphold the ruling of the Presiding Officer or not as the case may be.
- 7.4.1 this bylaw shall not be repealed, amended or suspended except so far as the terms thereof themselves permit unless it is repealed, amended or suspended:
 - a. by a bylaw unanimously passed at a regular or special meeting of the Council at which all members thereof are present; or
 - b. by a bylaw passed at a regular meeting of Council pursuant to a notice in writing given and openly announced at the preceding meeting of the council and setting out the terms of the substantial effect of the proposed bylaw.

8.0 ELECTRONIC MEETING ATTENDANCE

- 8.1 The Presiding Officer cannot use electronic means to attend a Regular Meeting of Council.
- 8.2 Electronic means cannot be used for Special Meeting of Council.
- 8.3 Quorum must be attained through physical presence at the meeting, additional members may attend through electronic means.
- 8.4 Use of attendance through electronic means is being provided to allow for periodic flexibility, attending in person must be done so at a minimum of every third meeting.
- 8.5 Electronic attendance will be conducted through the use of video conferencing, secure platforms and telephone.
- 8.6 An effective method of data transfer must be available, if attending electronically, for review and voting on bylaws, ASP's, and other documents that require council review.
- 8.7 Should connectivity of electronic means cease to exist at any point during the meeting, the attendee will be deemed absent for that portion of the meeting, just as the case when attending in person.
- 8.8 Closed Session items cannot be discussed through electronic means.

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- 8.9 When attending electronically, the attendee must obtain access to the meeting material prior to the start of the meeting through a secure means.
- 8.10 The attendee must be connected prior to the meeting being called to order.
- 8.11 Should the electronically connected member be found to be out of order, per items 11.1 and 11.2 of this bylaw, the member connection will be terminated.
- 8.12 Notwithstanding sections 8.1, 8.2, 8.3, 8.4, and 8.8 in extenuating circumstances, all meetings may be held and attended via electronic means and shared to the public via the internet. If these platforms fail or are interrupted without the ability to restore service, the meeting will be adjourned as per the MGA regulation.
- 8.13 Attendees are expected to act and dress as though they are attending in person and ensure no background noise that will interfere with the meeting.

9.0 AGENDAS

- 9.1 The agenda for each regular and special meeting shall be prepared by the CAO and emailed, together with copies of all pertinent correspondence, statements and reports to Council by the end of the day on the Friday prior to each regular or Special meeting. In order to do so, the CAO shall receive all documentation prior to 4:00 pm on the Wednesday preceding the Council meeting.
- 9.2 The agenda and support materials shall be deemed to be acceptable when the agenda is adopted at the meeting.
- 9.3 The business intended to be dealt with shall be stated in an agenda per the Council Agenda policy.
- 9.4 The order of business established in the Council Agenda Policy shall apply unless altered by the Presiding Officer with no objection from members, or otherwise determined by a majority vote of the members present, and the vote upon a matter of priority of business shall be decided without debate.
- 9.5 Standing Committees of Council shall be established and governed by policy or bylaw approved by council. Where appropriate authority is delegated to a Standing committee, such committee and its mandate shall be established by bylaw.
- 9.6 Criteria for any written communication intended for Council or a Committee which reached the Chief Administrative Officer must:
 - 9.6.1 be legible and coherent
 - 9.6.2 be signed by at least one person who provides a printed name and address
 - 9.6.3 be on paper and
 - 9.6.4 not be libelous, impertinent or improper.
- 9.7 If the requirements of Section 9.6 are not met the Chief Administrative Officer may file the communication unless it is deemed improper, in which case the Chief Administrative Officer must summarize the communication and inform Council that it is being withheld.

10.0 CLOSED SESSIONS

- 10.0 Matters to be discussed which are within one of the categories of information referred to in Section 217 of the Municipal Government Act (MGA), as amended or replaced from time to time, may be considered at a closed session Meeting or portion of a meeting.
- 10.1 Council or Committee has no power at a closed session to pass any Bylaw or resolution apart from the resolution necessary to revert back to an open meeting.

**TOWN OF BON ACCORD
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10.2 It is the responsibility of each member to ensure closed session duties are adhered to when attending virtually to avoid any confidentiality breaches or conflicts.

11.0 MAINTAINING ORDER IN COUNCIL

Order in Council - Council

Members of Council shall not:

- 11.1 use offensive words or un-parliamentary language in the meeting;
- 11.2 disobey the rules of the meeting or decision of the Presiding Officer or of Members of Council on questions of order or practice; or upon the interpretation of the rules of the meeting;
- 11.3 leave their seat or make any noise or disturbance while a vote is being taken and the result is declared;
- 11.4 interrupt a Member of Council while speaking, except to raise a Point of Order or Question of Privilege;
- 11.5 pass between a Member of Council who is speaking and the Presiding Officer;
- 11.6 influence or communicate with any municipal employees except the Chief Administrative Officer or administrative personnel involved with the committee of which they are members; any other communication or inquiries must be through the Chief Administrative Officer;
- 11.7 Members of council who persist in a breach of the foregoing section 11, after having been called to order by the Presiding Officer, may, at the discretion of the Presiding Officer, be asked to provide a public apology;
- 11.8 A member of Council who wishes to leave the meeting prior to adjournment shall so advise the Presiding Officer and the time of departure and return shall be noted in the minutes.

Order in Council – Public

- 11.9 Only Councilors, the chief administrative officer and those individuals authorized by the Chief Administrative Officer may be present to address council.
- 11.10 No person in the gallery or on the floor of council chambers shall cause any disturbance, interrupt any speaker or interfere with the actions of council. The Presiding Officer may call to order any person who has created a disturbance and may expel that person from council chambers.

12. NOTICE OF MOTION

- 12.1 Council members may bring forward a notice of motion as an item on the agenda of a regular Council meeting. Once the Motion is stated, it will be recorded in the meeting minutes. A Notice of Motion must give sufficient detail so that the subject of the motion and any proposed action can be determined and should be used to give notice when an extended period of time is advisable prior to considering a subject.

**TOWN OF BON ACCORD
THE PROCEDURAL BYLAW
BYLAW 2021-01**

- 12.2 A written copy of the Notice of Motion shall be provided to the CAO prior to the meeting's adjournment.
- 12.3 The Notice of Motion will be placed on the next regular Council Meeting agenda that the elected official who made the Notice of Motion is present, to vote whether the matter will proceed.
- 12.4 Once approved by Council, a Notice of Motion given at a regular Council meeting will be addressed in a time frame not beyond the end of the third month from when it was presented, unless Council directs differently.
- 12.5 A Notice of Motion cannot be made at a special Council meeting.
- 12.6 A Notice on Motion is not debatable until a Council member moves the motion.

13. VOTING – PECUNIARY INTEREST

- 13.1 Members of Council who have a reasonable belief that they have a pecuniary interest (as defined in the Act) in any matter before Council, any committee of Council or any board, commission, committee or agency to which they are appointed as a representative or Council, shall, if present, declare and disclose the general nature of the pecuniary interest prior to any discussion of the matter, abstain from discussions or voting on any question relating to the matter and shall remove themselves from the room until the matter is concluded. The minutes shall indicate the declaration of disclosure, the time at which the Member of Council left the room and the time the Member of Council returned.

14. RECORDED VOTE

- 14.0 Before a vote is taken by council, a councillor may request that the vote be recorded.
- 14.1 When a vote is recorded, the minutes must show the names of the councillors present and whether each councillor voted for or against the proposal or abstained.

15. PUBLIC HEARINGS

- 15.1 The conduct of any Public Hearing shall be governed by the MGA and this Bylaw.
- 15.2 Wherever possible, persons interested in speaking at a Public Hearing should register with the Council Recording Secretary prior to the Public Hearing.
- 15.3 The Presiding Officer shall declare the Public Hearing in session and shall outline Public Hearing Procedures.
- 15.4 The CAO shall introduce the resolution or bylaw and shall briefly state the intended purpose. Department presentations shall follow the introduction of the bylaw or resolution.
- 15.5 The Presiding Officer shall request those who wish to make presentations to identify themselves. The Presiding Officer shall then open the floor to public presentations.
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**TOWN OF BON ACCORD
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BYLAW 2021-01**

- 15.8 Verbal presentations shall be limited to five minutes unless there is consent by Council to extend the allotted time.
- 15.9 Following public presentations, the Presiding Officer shall close the Public Hearing.
- 15.10 If no one is present to speak to a proposed bylaw which requires a Public Hearing, Council may hear an introduction of the matter from the administration, ask relevant questions, and then must vote to close the Public Hearing.
- 15.11 After the close of the Public Hearing, Council may debate matters raised at the Public Hearing during the regular Council meeting following the Public Hearing and may;
 - a) pass the bylaw or resolution, or
 - b) make any necessary amendments to the bylaw or resolution and pass it without further advertisement or hearing.
- 15.12 When a Public hearing on a proposed Bylaw or resolution is held, a Member;
 - a) must abstain from voting on the Bylaw or resolution if the member was absent from all of the Public Hearing, and
 - b) may abstain from voting on the Bylaw or resolution if the member was only absent from a part of the Public Hearing.

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This Bylaw shall repeal Bylaw 2020-15 and any amendments thereto.

This Bylaw shall come into full force and effect upon the day it receives third and final reading by Council.

Read a first time this 19th day of January 2021.

Read a Second time this 2nd day of February 2021.

Read a third and final time this 16th day of February 2021

Mayor Greg Mosychuk

Joyce Pierce, Chief Administrative Officer

**TOWN OF BON ACCORD
THE PROCEDURAL BYLAW
BYLAW 2021-01**

DRAFT

SCHEDULE A

Council Standing Policy Committees

Council Briefing Committee

**Town of Bon Accord
Council Briefing Committee
Terms of Reference**

1. Terms of Reference

1.1 Subject to the control of the Council of the Town of Bon Accord, the mandate of the Council Briefing Committee is to provide a forum for the CAO:

1.1.1 to brief Councillors on specific topics

1.1.2 to provide a context for documents they have or will be receiving

1.1.3 to respond to detailed questions of clarification of material presented

1.2 Meetings of Council Briefing Committee are public meetings and shall be held as needed but no more than once per month.

1.3 To permit the Mayor to participate fully in question and discussion periods, meetings shall be presided by individual Councillors in rotation.

2. Composition

2.1 A Council Briefing Committee shall consist of:

2.2.1 All members of the Town of Bon Accord Council

2.2.2 The CAO and any staff members that may be required

3. Terms of Office

3.1 All Councillors shall be members of the Committee for their full term of office as a municipally elected Councillor.

4. Duties and Responsibilities

**TOWN OF BON ACCORD
THE PROCEDURAL BYLAW
BYLAW 2021-01**

- 4.1 The CAO shall forward materials to be discussed at a meeting of the Committee a minimum of two business days in advance of the meeting.
- 4.2 Councillors are expected to review the material prior to the meeting and arrive prepared with their questions.

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- 5.1 There shall be no Quorum requirements for the Council Briefing Committee
- 5.2 Unless otherwise contradicted in these Terms of Reference, meeting proceedings are bound by those sections of the Town of Bon Accord's current Council Procedure Bylaw that relate to:
 - 5.2.1 order, decorum and questions of order
 - 5.2.2 agendas and minutes
 - 5.2.3 appointment and organization of committees of council
 - 5.2.4 regulations for conducting business in committee

DRAFT

**TOWN OF BON ACCORD
THE PROCEDURAL BYLAW
BYLAW ~~2020-15~~2021-01**

**A BYLAW OF THE TOWN OF BON ACCORD, IN THE PROVINCE OF ALBERTA, TO REGULATE THE PROCEDURE
AND CONDUCT OF COUNCIL AND COUNCIL COMMITTEE MEETINGS**

WHEREAS, the Council of the Town of Bon Accord considers it expedient and desirable for effective governance to regulate the procedure and conduct of council, councillors and others attending council and council committee meetings in the Town of Bon Accord.

NOW THEREFORE, the Council of the Town of Bon Accord, in the Province of Alberta, duly enacts as follows:

This bylaw shall be cited as the **“Procedural Bylaw”** of the Town of Bon Accord

1. DEFINITIONS

1.1 **“Act” means the Municipal Government Act, R.S.A. 2000, c. M-26, any regulations thereunder, and any amendments or successor legislation thereto.**

1.1.2 **“Councillor” means a member of Council including the Mayor elected pursuant to the provisions of the Local Authorities Act**

1.2.3 **“Delegation” means any person that has permission of council to appear before council or a committee of council to provide pertinent information and views about the subject before council or council committee.**

1.3.4 **“CAO” means the Chief Administrative Officer or his/her delegate, for the Municipality.**

1.4.5 **“Closed Session” is a council or committee session which is held in private and may include any person or persons invited to attend by Council. Matters discussed in closed session are confidential until discussed in a public session as per the MGA and FOIP Act.**

1.5.6 **“Member at Large” means a member of the public appointed by council to a committee of council.**

1.6.7 **“Municipality” means the Town of Bon Accord, a municipal corporation of the Province of Alberta and includes the area contained within the boundaries of the Municipality.**

1.7.8 **“Notice of Motion” is the means by which a Councillor may bring a topic before Council.**

1.8.9 **“Point of Order” means an infraction of the rules or improper decorum in speaking.**

1.9.10 **“Point of Privilege” means that an interruption may occur only if necessary.**

1.10.11 **“Presiding Officer” means the Mayor or other Councillor as appointed by the Mayor, or in the absence of the Mayor or Deputy Mayor, Council may appoint a Presiding Officer.**

TOWN OF BON ACCORD
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1.1~~21~~ “Special Resolution” is a resolution passed by a two-thirds majority of all Council members or two thirds of all members of a Committee.

~~1.12 “Act” means the Municipal Government Act, R.S.A. 2000, c. M-26, any regulations thereunder, and any amendments or successor legislation thereto.~~

2. APPLICATION

2.1 This Bylaw shall govern the proceedings of Council and Committees established by Council and shall be binding upon all Committee members whether Council or Members at Large.

2.2 When any matters relating to the meeting procedures is not addressed in this Bylaw, the law of the Government of Alberta shall be followed and in such cases the decision of the Mayor or other presiding officer shall be final and accepted without debate.

3. SEVERABILITY

3.1 If any portion of this bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed, and the remainder of the bylaw is deemed valid.

4. DEPUTY MAYOR

4.1 The position of Deputy Mayor shall be twelve (12) months in duration, or as otherwise directed as Council and each member of Council may serve one term, to be determined at the first organizational meeting following the election, or as required.

5. MEETINGS

5.1 The regular meetings of council shall be established by resolution of Council at its annual organizational meeting.

5.2 Regular Meetings of Council will be held on the 1st and 3rd Tuesday of each month, unless otherwise posted. The 1st meeting of the month shall commence at 7pm and stands to adjourn no later than 10:30pm unless Council passes a motion to extend the meeting by unanimous consent. Such a motion must be passed no later than 10:00pm. The 2nd meeting of the month shall commence at 8:30am and stand to adjourn no later than 12pm unless Council passes a motion to extend the meeting by unanimous consent. Such a motion must be passed no later than 11:30am.

5.3 As soon as there is a Quorum of Council after the hour fixed for the meeting, the presiding officer must take the chair and begin the meeting.

5.4 Unless a Quorum is present within thirty (30) minutes after the time appointed for the meeting, the meeting will stand adjourned until the next regular meeting date or until a Special Meeting is called to deal with the matters intended to be dealt with at the adjourned meeting. The Recording Secretary shall record the names of the Members of Council present at the expiration of the 30 minutes time limit.

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- 5.5 Council may change the time, date or location of any meeting by Special Resolution and any Committees may change the time, date or location of any of its meetings provided that in both cases at least twenty-four (24) hours notice of the change is given to the public.
- 5.6 Despite the above 5.5 the Mayor may call a Council meeting on shorter notice and without providing notice to the public provided all Council Members are notified of the meeting and two-thirds of Council give written consent to hold the meeting before the meeting begins. No business other than that stated in the notice shall be considered at any meeting described in this Section unless all the Members of Council are present, in which case, by unanimous consent, any other business may be transacted.
- 5.7 The regular meetings of council shall be voice recorded for the purpose of minute preparation.
- 5.8 The meetings of council committees shall be established by resolution of each committee and the public must be given notice or advertised as required by the provisions of the Municipal Government Act.
- 5.9 The Mayor may appoint another member of Council as Presiding Officer. The appointment must include a specified period of time which shall not exceed eight (8) consecutive weeks if the Mayor is absent.

6. GENERAL PROCEEDINGS OF MEETINGS

- 6.1 Council must vote to adopt the agenda prior to transacting other business and may:
- 6.1.1 add new items to the agenda but only by Special Resolution; or
 - 6.1.2 delete any matter from the agenda but only by Special Resolution.
- 6.2 The minutes of each meeting must be circulated to each Member of Council prior to the meeting at which they are to be adopted. Debate on the minutes of a previous meeting is limited, to ensure that the minutes are accurate. If there are errors or omissions, Council must:
- 6.2.1 pass a resolution to amend the minutes; and
 - 6.2.2 adopt the minutes as amended and if there are not errors or omissions, council must adopt the minutes as circulated.
- 6.3 Delegations appearing before council may be addressed by any Member of Council through the Presiding Officer, by asking the delegation or the Chief Administration Office relevant questions but may not debate the matter or the answers. The presentation by a delegation may only be:
- 6.3.1 received as information without debate;
 - 6.3.2 referred without debate to a Committee or the Chief Administrative Officer for a report, or debated if a Special Resolution is passed to allow a motion to be made without notice;

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6.3.3 limited to 15 minutes unless there is a Special Resolution to extend the allotted time.

6.4 Reports from the Chief Administrative Officer or other management personnel which request a decision by Council may be debated and Council may:

6.4.1 vote on the request, or

6.4.2 refer the request to a Committee or the Chief Administrative Officer for further investigation and report.

6.5 Any Councilor may make a request for information to be provided to Council on any matter within the municipality's jurisdiction. The Chief Administrative Officer or other management personnel will provide an answer to the inquiry at the next Council meeting or, if that is not possible will provide a progress report indicating when the answer to the inquiry may be expected.

6.6 Every motion or resolution shall be stated clearly by the mover and when duly moved shall be open for consideration. After a resolution has been stated or read, it shall be deemed to be in possession of Council, but may be withdrawn by unanimous consent of the Council members present. Discussion on any motion will be limited to ten (10) minutes and at that time the Presiding Officer will call for a vote on that motion by the Members of Council present.

6.7 Any member of Council desiring to speak shall address the remarks to the Presiding Officer, by way of hand gesture or by saying Mr. Mayor in a manner that does not interrupt conversation already in progress, confine themselves to the question and avoid personality. Should more than one-member desire to speak at the same time, the Presiding Officer shall determine who is entitled to the floor. Members of Council wishing to speak on a matter during the meeting must indicate their intention by raising their hand and any Member of Council present via telephone, shall address the Presiding Officer, by stating "I wish to speak on the matter at hand" and being recognized by the Presiding Officer. Each Council member should not speak more than once until every Member of Council has had the opportunity to speak except in the explanation of a material part of the speech which may have been misunderstood or in reply, to close debate, after everyone else wishing to speak has spoken.

7. CONDUCT OF MEETINGS

7.1 Each member or delegation, as the case may be, shall address the Presiding Officer but shall not speak until recognized by the Presiding Officer.

7.2 A motion does not require to be seconded.

7.3 Unless otherwise specifically provided in this Procedure Bylaw the following motions are debatable by Council:

7.3.1 a motion arising out of any matter or thing included in the agenda for the Council meeting;

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- 7.3.2 a motion to postpone or refer;
- 7.3.3 a motion for adoption of, rejection of, referral back or further consideration of a report to council, or a motion arising out of any matter dealt with in a report to Council;
- 7.3.4 a motion for the second or a motion for the third reading of a Bylaw;
- 7.3.5 a motion for an appointment or dismissal of a committee member, or referral to a committee of any matter before the Council;
- ~~7.3.6 a motion for Council to hold a Committee of the Whole Meeting~~
- 7.3.~~76~~ a motion for amendment to any Bylaw properly before the Council, or to any matter arising directly out of a Bylaw properly before the Council;
- 7.3.~~87~~ any matter of meeting conduct, which is not herein provided for, shall be determined in accordance with “Roberts Rule of Order”;
- 7.3.~~98~~ where a question under consideration contains distinct propositions, the vote upon each proposition shall be taken separately when any member so requests or when the Presiding Officer so directs;
- 7.4.~~03.9~~ whenever the Presiding Officer is of the opinion that a motion is contrary to the rules and privileges of council, he/she shall inform the member thereof immediately, before putting the question, and shall cite his/her reasons applicable to the case without argument or comment.
- 7.4.~~01~~ in all cases not provided for in the proceedings of the council, a majority of council shall determine to uphold the ruling of the Presiding Officer or not as the case may be.
- 7.4.~~12~~ this bylaw shall not be repealed, amended or suspended except so far as the terms thereof themselves permit unless it is repealed, amended or suspended:
 - a. by a bylaw unanimously passed at a regular or special meeting of the Council at which all members thereof are present; or
 - b. by a bylaw passed at a regular meeting of Council pursuant to a notice in writing given and openly announced at the preceding meeting of the council and setting out the terms of the substantial effect of the proposed bylaw.

8.0 ELECTRONIC MEETING ATTENDANCE

- 8.1 The Presiding Officer cannot use electronic means to attend a Regular Meeting of Council.
- 8.2 Electronic means cannot be used for Special Meeting of Council.
- 8.3 Quorum must be attained through physical presence at the meeting, additional members may attend through electronic means.
- 8.4 Use of attendance through electronic means is being provided to allow for periodic flexibility, attending in person must be done so at a minimum of every third meeting.
- 8.5 Electronic attendance will be conducted through the use of video conferencing, secure platforms and telephone.
- 8.6 An effective method of data transfer must be available, if attending electronically, for review and voting on bylaws, ASP's, and other documents that require council review.
- 8.7 Should connectivity of electronic means cease to exist at any point during the meeting, the attendee will be deemed absent for that portion of the meeting, just as the case when attending in person.

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- 8.8 Closed Session items cannot be discussed through electronic means.
- 8.9 When attending electronically, the attendee must obtain access to the meeting material prior to the start of the meeting through a secure means.
- 8.10 The attendee must be connected prior to the meeting being called to order.
- 8.11 Should the electronically connected member be found to be out of order, per items 11.1 and 11.2 of this bylaw, the member connection will be terminated.
- 8.12 Notwithstanding sections 8.1, 8.2, 8.3, ~~and 8.4,~~ and 8.8 in extenuating circumstances, all meetings may be held and attended via electronic means and shared to the public via the internet. If these platforms fail or are interrupted without the ability to restore service, the meeting will be adjourned as per the MGA regulation.
- 8.13 Attendees are expected to act and dress as though they are attending in person and ensure no background noise that will interfere with the meeting.

9.0 AGENDAS

- 9.1 The agenda for each regular and special meeting shall be prepared by the CAO and emailed, together with copies of all pertinent correspondence, statements and reports to Council by the end of the day on the Friday prior to each regular or Special meeting. In order to do so, the CAO shall receive all documentation prior to 4:00 pm on the Wednesday preceding the Council meeting.
- 9.2 The agenda and support materials shall be deemed to be acceptable when the agenda is adopted at the meeting.
- 9.3 The business intended to be dealt with shall be stated in an agenda per the Council Agenda policy.
- 9.4 The order of business established in the Council Agenda Policy shall apply unless altered by the Presiding Officer with no objection from members, or otherwise determined by a majority vote of the members present, and the vote upon a matter of priority of business shall be decided without debate.
- 9.5 Standing Committees of Council shall be established and governed by policy or bylaw approved by council. Where appropriate authority is delegated to a Standing committee, such committee and its mandate shall be established by bylaw.
- 9.6 Criteria for any written communication intended for Council or a Committee which reached the Chief Administrative Officer must:
 - 9.6.1 be legible and coherent
 - 9.6.2 be signed by at least one person who provides a printed name and address
 - 9.6.3 be on paper and
 - 9.6.4 not be libelous, impertinent or improper.
- 9.7 If the requirements of Section 9.6 are not met the Chief Administrative Officer may file the communication unless it is deemed improper, in which case the Chief Administrative Officer must summarize the communication and inform Council that it is being withheld.

10.0 CLOSED SESSIONS

- 10.0 Matters to be discussed which are within one of the categories of information referred to in Section 217 of the Municipal Government Act (MGA), as amended or replaced from time to time, may be considered at a ~~an~~ closed session Meeting or portion of a meeting.

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10.1 Council or Committee has no power at a closed session to pass any Bylaw or resolution apart from the resolution necessary to revert back to an open meeting.

10.2 It is the responsibility of each member to ensure closed session duties are adhered to when attending virtually to avoid any confidentiality breaches or conflicts.

11.0 MAINTAINING ORDER IN COUNCIL

Order in Council - Council

Members of Council shall not:

- 11.1 use offensive words or un-parliamentary language in the meeting;
- 11.2 disobey the rules of the meeting or decision of the Presiding Officer or of Members of Council on questions of order or practice; or upon the interpretation of the rules of the meeting;
- 11.3 leave their seat or make any noise or disturbance while a vote is being taken and the result is declared;
- 11.4 interrupt a Member of Council while speaking, except to raise a Point of Order or Question of Privilege;
- 11.5 pass between a Member of Council who is speaking and the Presiding Officer;
- 11.6 influence or communicate with any municipal employees except the Chief Administrative Officer or administrative personnel involved with the committee of which they are members; any other communication or inquiries must be through the Chief Administrative Officer;
- 11.7 Members of council who persist in a breach of the foregoing section 11, after having been called to order by the Presiding Officer, may, at the discretion of the Presiding Officer, be asked to provide a public apology;
- 11.8 A member of Council who wishes to leave the meeting prior to adjournment shall so advise the Presiding Officer and the time of departure and return shall be noted in the minutes.

Order in Council – Public

- 11.9 Only Councilors, the chief administrative officer and those individuals authorized by the Chief Administrative Officer may be present to address council.
- 11.10 No person in the gallery or on the floor of council chambers shall cause any disturbance, interrupt any speaker or interfere with the actions of council. The Presiding Officer may call to order any person who has created a disturbance and may expel that person from council chambers.

12. NOTICE OF MOTION

- 12.1 Council members may bring forward a notice of motion as an item on the agenda of a regular Council meeting. Once the Motion is stated, it will be recorded in the meeting minutes. A Notice of Motion must give sufficient detail so that the subject of the motion

TOWN OF BON ACCORD
THE PROCEDURAL BYLAW
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and any proposed action can be determined and should be used to give notice when an extended period of time is advisable prior to considering a subject.

- 12.2 ~~A written copy of the Notice of Motion shall be provided to the CAO prior to the meeting's adjournment. A Notice of Motion may be received by the Chief Administrative Officer prior to the closing of the meeting. In this event, the Member of Council shall read the Notice of Motion which shall be recorded in the minutes and shall form part of the Agenda for the subsequent meeting.~~
- 12.3 ~~The Notice of Motion will be placed on the next regular Council Meeting agenda that the elected official who made the Notice of Motion is present, to vote whether the matter will proceed. A Member of Council may present and describe a Notice of Motion for consideration at the next meeting or other meeting date as specified by the mover.~~
- 12.4 ~~Once approved by Council, a Notice of Motion given at a regular Council meeting will be addressed in a time frame not beyond the end of the third month from when it was presented, unless Council directs differently. A Member of Council who hands a written Notice of Motion to the Chief Administrative Officer to be read at any regular meeting need not necessarily be present during the reading of the Motion.~~
- 12.5 ~~A Notice of Motion cannot be made at a special Council meeting. When a notice has been given, the Chief Administrative Officer will include the proposed motion in the agenda of the meeting for the date indicated in the notice. If a motion is not made at the meeting indicated in the notice it will be removed from the agenda and may only be made by a new notice of motion.~~
- 12.6 A Notice on Motion is not debatable until a Council member moves the motion.

13. VOTING – PECUNIARY INTEREST

- 13.1 Members of Council who have a reasonable belief that they have a pecuniary interest (as defined in the Act) in any matter before Council, any committee of Council or any board, commission, committee or agency to which they are appointed as a representative or Council, shall, if present, declare and disclose the general nature of the pecuniary interest prior to any discussion of the matter, abstain from discussions or voting on any question relating to the matter and shall remove themselves from the room until the matter is concluded. The minutes shall indicate the declaration of disclosure, the time at which the Member of Council left the room and the time the Member of Council returned.

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16. REPEALING BYLAWS

This Bylaw shall repeal Bylaw ~~2019-12~~2020-15 and any amendments thereto.

This Bylaw shall come into full force and effect upon the day it receives third and final reading by Council.

Read a first time this ~~31st day of March 2020~~19th day of January 2021.

Read a Second time this ~~31st day of March 2020~~ 2nd day of February 2021.

Read a third and final time this ~~31st day of March 2020~~16th day of February 2021.

TOWN OF BON ACCORD
THE PROCEDURAL BYLAW
BYLAW ~~2020-15~~2021-01

Mayor ~~David Hutton~~Greg Mosychuk

Joyce Pierce, Chief Administrative Officer

DRAFT

SCHEDULE A

Council Standing Policy Committees

Council Briefing Committee

**Town of Bon Accord
Council Briefing Committee
Terms of Reference**

1. Terms of Reference

1.1 Subject to the control of the Council of the Town of Bon Accord, the mandate of the Council Briefing Committee is to provide a forum for the CAO:

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1.1.3 to respond to detailed questions of clarification of material presented

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2.1 A Council Briefing Committee shall consist of:

2.2.1 All members of the Town of Bon Accord Council

2.2.2 The CAO and any staff members that may be required

3. Terms of Office

3.1 All Councillors shall be members of the Committee for their full term of office as a municipally elected Councillor.

4. Duties and Responsibilities

TOWN OF BON ACCORD
THE PROCEDURAL BYLAW
BYLAW ~~2020-15~~2021-01

- 4.1 The CAO shall forward materials to be discussed at a meeting of the Committee a minimum of five-two business days in advance of the meeting.
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 - 5.2.1 order, decorum and questions of order
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DRAFT

TOWN OF BON ACCORD

Request for Decision (RFD)

MEETING: Regular Meeting

MEETING DATE: Feb 16, 2021

AGENDA ITEM: *Fire Services Agreement - Jan 1, 2022- Dec 31, 2026*

RECOMMENDATION:

THAT ...council approve the 2022 - 2026 Fire Services Agreement between the Town of Bon Accord and Sturgeon County as presented.

BACKGROUND:

The current agreement is expiring on Dec 31, 2021 and a new agreement is required to continue the contracted fire service in Bon Accord provided by Sturgeon County. This agreement provides the same level of service as before with a cost to the town of \$29,017.83 with a 3% annual increase after that until the end of the agreement. The revenue received for fire department facility usage for 2022 will be \$9563.99 with an increase by 3% annually until expiry of this agreement. As we are working on the ICF/IDP requirements, having these agreements prepared and approved by the Council's show the province the collaborative efforts that have been put forth by our two municipalities.

FINANCIAL IMPLICATIONS: As per schedule "B" of this agreement.

ALTERNATIVES:

1. Council approves the 2022 - 2026 Fire Services Agreement between the Town of Bon Accord and Sturgeon County as presented.
2. Council declines the 2022 – 2026 Fire Services Agreement between the Town of Bon Accord and Sturgeon County as presented
3. And further direct administration to

Prepared and Submitted By: Joyce Pierce **Reviewed By:**

Date: February 11, 2021

2022-2026 FIRE SERVICE AGREEMENT

AGREEMENT

BETWEEN:

The Town of Bon Accord
("Town")

- and -

Sturgeon County
("Sturgeon County")

PREAMBLE:

The Town, as authorized under Municipal Government Act, R.S.A. 2000, c. M-26 (the "MGA"), to enter into agreements on or in connection with matters under the Town's administration.

As authorized under the *Municipal Government Act*, Sturgeon County may provide a service that Sturgeon County provides in the County to another municipality with the agreement of that other municipality.

Sturgeon County Protective Services is a department of Sturgeon County and the Town desires Sturgeon County to provide firefighting and related services to the Town.

Sturgeon County has agreed to provide the Services to the Town.

THE PARTIES AGREE AS FOLLOWS:

Interpretation

1. In this Agreement:

- (a) "Agreement" means this agreement and includes Schedules "A" and "B";
- (b) "Facility" means the portion of the Town Building allocated to the fire department for use, three apparatus bays, training/meeting room, bay storage room and small office adjacent training/meeting room;
- (c) "Materials" includes all Records, software and other personal property produced by Sturgeon County in the delivery of the Services;
- (d) "Parties" means the parties to this Agreement, being the Town and Sturgeon County;

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- (e) “Record” means a record of information in any form and includes notes, images, audiovisual recordings, books, documents, maps, drawings, photographs, letters, vouchers and papers and any other information that is written, photographed, recorded or stored in any manner, but does not include software or any mechanism that produces records; and
 - (f) “Services,” means the services specified in Schedule A to be provided by Sturgeon County through Sturgeon County Protective Services to the Town under this Agreement;
2. The terms and conditions of this Agreement are severable, and any term or condition determined to be void or unenforceable in whole or in part shall not be deemed to affect or impair the validity of this Agreement or any other term or condition of it.
 3. The validity and interpretation of this Agreement, and of each clause and part thereof, shall be governed by the laws of the Province of Alberta and the Parties agree to the exclusive jurisdiction of the Courts of the Province of Alberta.

This clause shall survive this agreement.

Conflict of Interest and Ethical Conduct

4. Sturgeon County must immediately notify the Town in writing of any conflict-of-interest Sturgeon County, or any employee, agent or other resource used by Sturgeon County under this Agreement, has or may reasonably have respecting the Services to be provided by Sturgeon County under this Agreement. Such notification must be given before beginning any work under this Agreement, or upon becoming aware of any such existing or potential conflict of interest during the term of this Agreement. Sturgeon County warrants that it does not have any interests that conflict with Sturgeon County’s obligations to the Town under this Agreement.
 - (a) Sturgeon County shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of Sturgeon County or Sturgeon County employees, subcontractors, or agents in relation to the Services, and all Services shall be performed in accordance with high ethical standards, including without limitation the following:
 - (i) Sturgeon County shall not influence, or seek to influence, nor otherwise take part in a decision of the Town knowing that the decision might further Sturgeon County interests;
 - (ii) where the Services involve providing advice, making recommendations to the Town or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, then such advice, recommendations or discretion must be provided, made or carried out impartially and without bias;

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- (iii) Sturgeon County shall not have any financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services;
 - (iv) Sturgeon County, upon request by the Town, shall deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by Sturgeon County in relation to Sturgeon County employees and volunteers.
- (b) In the event Sturgeon County becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to Sturgeon County's performance of the Services, Sturgeon County shall immediately disclose such matter to the Town in writing. Upon such disclosure, Sturgeon County shall not commence or continue performance of the Services without the prior written consent of the Town. If the Town is of the opinion Sturgeon County is in a conflict of interest, the Town may terminate this Contract.

Town's Contact, Delegation

5. The Town designates the Chief Administrative Officer (CAO) as the Town's representative under this Agreement and as the prime contact who is authorized to communicate the Town's position to Sturgeon County on matters pertaining to this Agreement.
6. Sturgeon County designates the County Fire Chief as the Sturgeon County representative under this Agreement and as the prime contact who is authorized to communicate the County's position to the Town on matters pertaining to this Agreement.
7. The Town may, in the Town's absolute discretion, delegate any duties, powers or functions relating to the provisions of this Agreement to any person.

Period of Contract

8. Sturgeon County shall provide services pursuant to the terms of this Agreement commencing January 1, 2022 and terminating December 31, 2026.
9. The engagement of Sturgeon County as evidenced by this Agreement comes into effect on the date as stated in the above clause.

Town Obligations

10. The Town will provide to Sturgeon County use and access to the existing Fire Hall or a replacement building if the Fire Hall is destroyed for storage of the equipment, parking of

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fire vehicles and use by firefighting volunteers as soon as practicable. Sturgeon County will be charged annually, as defined in Schedule “B”, for the use of the Fire Hall.

Use charges will be for facility areas as defined in Section 1, including utilities, one phone line (back up emergency line), internet and access to the central washrooms in the building in which the Fire Hall is located.

11. The Town agrees to maintain the contracted emergency dispatch service arrangement with Parkland County or its successor.
12. Maintenance of hydrants will continue to be performed by the Town Public Works staff.

Training Ground Provision

13. The Town agrees to continue under this agreement to provide to Sturgeon County, access to and use of the designated lands on the north-eastern area surrounding the lagoon for the purposes of facilitating the training facility.

Sturgeon County’s Service Provision

14. Sturgeon County agrees to provide the Services according to the terms of this Agreement as described in Schedule “A”, at a rate or fee as described in Schedule “B”, of this Agreement. Sturgeon County may not substitute any other agent or subcontractor to provide the Services without the express written consent of the Town, which consent may be withheld at the Town’s sole discretion. The Town acknowledges that full time and paid on call/volunteer fire fighters under the direction of Sturgeon County will be involved in the delivery of the Services.
15. Sturgeon County is an independent contractor for the purposes of this Agreement and shall not be deemed to be a servant, employee or agent of the Town. Sturgeon County shall provide all administrative support and other resources required to deliver the Services unless otherwise agreed to in this contract.

Warranties

16. Sturgeon County warrants that the Materials will not infringe any patent, copyright, trade secret, industrial design, trademark or other proprietary or contractual right; and Sturgeon County agrees to indemnify the Town against any liability or expense arising out of any breach of this warranty.

This clause shall survive this agreement.

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17. Sturgeon County agrees to correct any defects in the Materials at Sturgeon County's own expense.

This clause shall survive this agreement.

Occupational Health and Safety - Workers' Compensation

18. Sturgeon County will comply with the *Occupational Health and Safety Act*, the *Workers' Compensation Act* and all other laws in force in Alberta relevant to the provision of the Services if applicable. On request, Sturgeon County will provide the Town with a certificate from the Workers' Compensation Board showing Sturgeon County is registered and is in good standing with the board, if applicable.

Indemnity and Insurance

19. Sturgeon County agrees to indemnify and hold harmless the Town from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which Sturgeon County is legally responsible arising out of negligence or wilful acts by Sturgeon County or Sturgeon County's employees or agents.

This clause shall survive this agreement.

20. The Town agrees to indemnify and hold harmless Sturgeon County from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Town is legally responsible arising out of negligence or wilful acts by the Town or the Town's employees or agents.

This clause shall survive this agreement.

Safety and Security

21. Subject to the Town's reasonable security requirements, the Town will provide Sturgeon County with access to its facilities and systems, as necessary to enable Sturgeon County to fulfill its obligations under the Agreement. Sturgeon County, Sturgeon County employees, subcontractors and agents, when using any of the Town's buildings, premises, equipment, electronic hardware and software must comply with all safety and security policies, regulations and directives relating to those buildings, premises, equipment, electronic hardware and software.

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22. CONTROL, ACCESS, SECURITY AND RETENTION OF RECORDS

- 22.1 The Town retains control of all records created under this agreement.
- 22.2 Upon receipt of a request under the *Freedom of Information and Protection of Privacy (FOIP) Act* for a record created under this agreement, the Town shall notify the County and the County will, without delay, provide the Town with records responsive to the request, including without limitations any request pursuant to sections 35 or 36 of the FOIP Act.
- 22.3 The County will protect business and personal information in its custody under this agreement by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal, and disaster.
- 22.4 The County will immediately report any unauthorized use or disclosure, or suspected unauthorized use or disclosure of information created under this agreement to the Town's FOIP Head.
- 22.5 The County will cooperate with investigations undertaken by the Town, by a third party instructed by the Town, or by a person or body with statutory authority to conduct an investigation, regarding the collection, use or disclosure of information.
- 22.6 The County will maintain the records created under this agreement in accordance with the County's Corporate Record Structure, until such time as termination of this agreement. Upon termination of this agreement, the County will transfer the records in its custody to the Town at the Town's sole expense.

Invoicing for Services

- 23. Invoices for services rendered shall be submitted annually, or as otherwise agreed to, by both the Town and Sturgeon County and shall be paid within 60 days from the invoice date.
- 24. The Town shall only be liable to pay Sturgeon County for services rendered under the terms of this Agreement up to and including the date of termination of this Agreement.
- 25. All property and services provided by Sturgeon County under this Agreement are being purchased by the Town of Bon Accord and are subject to the Goods and Services Tax (GST).

Notices

- 26. Any and all notices permitted or required to be given under this Agreement must be delivered in writing to the offices of the respective parties.

2022-2026 FIRE SERVICE AGREEMENT

Communications

27. All communications shall be to the addresses below.

TO THE TOWN:

Town of Bon Accord
Box 779
Bon Accord, Alberta
T0A 0K0

Attention: CAO

TO STURGEON COUNTY:

Sturgeon County
9613 100 Street
Morinville, Alberta
T8R 1L9

Attention: Fire Chief

Either party hereto may, upon notice to the other party, change its address for payments and notices under this Agreement.

Termination

- 28. Either party may terminate the engagement evidenced by this Agreement in full or in part at any time by giving a minimum of six (6) months' notice, unless otherwise agreed to, in writing to the other party of its intention to do so. Upon termination Sturgeon County shall submit an invoice for services rendered but not previously invoiced.
- 29. Upon receipt of a notice of termination, Sturgeon County shall prepare and deliver to the Town a written report, if required, on the services rendered to the termination of the engagement.

This clause shall survive this agreement.

General Terms

- 30. Time is of the essence in this Agreement.
- 31. This Agreement enures to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns. Neither party may assign its rights and obligations under this Agreement without the express written consent of the other party.

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32. This Agreement supersedes any previous representations, warranties, terms, conditions, or other agreements made between parties with respect to the administrative and operations of the fire department by Sturgeon County.

This agreement and Appendixes and Schedules are complementary, however; in the event of conflict within or between the body of the Agreement and the Appendixes or Schedules, the provisions in the body of the Agreement shall govern.

33. No term or condition of this Agreement shall be deemed to be waived unless the waiver is in writing. Any waiver of default committed by either of the parties in the observance or performance of this Agreement shall not extend or be deemed to extend or affect any other default.

34. If any time during the continuance of this Agreement, the parties consider it necessary to amend this Agreement, they may do so by a written document signed by each party or by exchange of letters signifying mutual agreement between the parties and all amendments in such written document or letters shall be adhered to and have the same force and effect as if they had been originally embodied in and formed part of this Agreement.

35. Sturgeon County acknowledges that the Town has no obligation to renew, extend or offer a new contract at the end of the term of this Agreement.

The parties have executed this Agreement, each by its duly authorized representative, on the respective dates shown below.

TOWN OF BON ACCORD

Date: _____

Greg Mosychuk, Mayor

Joyce Pierce, CAO

STURGEON COUNTY

Date: _____

Alanna Hnatiw, Mayor

Reegan McCullough, County Commissioner

Patrick Mahoney, Fire Chief

2022-2026 FIRE SERVICE AGREEMENT

Schedule “A” – Sturgeon County Service Provisions

1. Manage and coordinate the Fire Hall related activities, including but not limited to: officers and/or firefighter meetings, volunteer recruitment, and training.
2. Oversee the District Fire Chief, Officers, the members, and validate the appointment thereof.
3. Coordinate and manage all vehicle and equipment maintenance and fuel costs, including certifications and insurance requirements.
4. Ensure and provide adequate supplies for operation of the volunteer fire services.
5. Manage the delivery of firefighting services according to the Town of Bon Accord Bylaw(s) through application of Sturgeon County’s approved standard operating guidelines.
6. Respond to all emergency calls which originate within the boundaries of the Town. Emergency calls shall mean calls which request the fire department or firefighting services to attend or be provided.
7. Implement and communicate implementation of fire bans and the lifting of fire bans.
8. Inspection and approval of all fire pits within Town limits.
9. Oversee and act as the Authority of Having Jurisdiction on National Fire Code - Alberta Edition Inspections and related matters on an “As Requested” or “As Required” basis.
10. Provide an annual report to Council, completion of all Provincial fire related reports as required, and assist with other fire department reports (i.e. budget, insurance, etc.)

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Schedule “B” – Fees

Sturgeon County Fees Chargeable to the Town:

Fees will be invoiced annually. The fee for Services will be a flat fee in the first year of this Agreement and shall increase by 3% each subsequent year of the term of this Agreement. The Town agrees to pay the following:

- 2022 - Town pays \$29,017.83;
- 2023 - Town pays \$29,888.30;
- 2024 - Town pays \$30,784.95;
- 2025 - Town pays \$31,708.50; and
- 2026 - Town pays \$32,659.75.

Town Fees Chargeable to Sturgeon County:

(1) Facility Use charges. The facility use charge will be a flat fee in the first year of this agreement and shall increase by 3 % each subsequent year of the term of this agreement:

- 2022 - \$9563.99, plus GST;
- 2023 - \$9850.91, plus GST;
- 2024 - \$10,146.44, plus GST;
- 2025 - \$10,450.83, plus GST; and
- 2026 - \$10,764.35, plus GST

(2) The County agrees to pay the Town per cubic metre for water used during emergencies within the County as per the Town’s Water Bylaw truck fill rate. Water used during firefighter training will not be invoiced for.

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AGREEMENT

BETWEEN:

The Town of Bon Accord
("Town")

- and -

Sturgeon County
("Sturgeon County")

PREAMBLE:

The Town, as authorized under Municipal Government Act, R.S.A. 2000, c. M-26 (the "MGA"), to enter into agreements on or in connection with matters under the Town's administration.

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Sturgeon County Protective Services is a department of Sturgeon County and the Town desires Sturgeon County to provide firefighting and related services to the Town.

Sturgeon County has agreed to provide the Services to the Town.

THE PARTIES AGREE AS FOLLOWS:

Interpretation

1. In this Agreement:

- (a) "Agreement" means this agreement and includes Schedules "A" and "B";
- (b) "Facility" means the portion of the Town Building allocated to the fire department for use, three apparatus bays, training/meeting room, bay storage room and small office adjacent training/meeting room;
- (c) "Materials" includes all Records, software and other personal property produced by Sturgeon County in the delivery of the Services;
- (d) "Parties" means the parties to this Agreement, being the Town and Sturgeon County;

2022-2026 FIRE SERVICE AGREEMENT

- (e) “Record” means a record of information in any form and includes notes, images, audiovisual recordings, books, documents, maps, drawings, photographs, letters, vouchers and papers and any other information that is written, photographed, recorded or stored in any manner, but does not include software or any mechanism that produces records; and
 - (f) “Services,” means the services specified in Schedule A to be provided by Sturgeon County through Sturgeon County Protective Services to the Town under this Agreement;
2. The terms and conditions of this Agreement are severable, and any term or condition determined to be void or unenforceable in whole or in part shall not be deemed to affect or impair the validity of this Agreement or any other term or condition of it.
 3. The validity and interpretation of this Agreement, and of each clause and part thereof, shall be governed by the laws of the Province of Alberta and the Parties agree to the exclusive jurisdiction of the Courts of the Province of Alberta.

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Conflict of Interest and Ethical Conduct

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 - (a) Sturgeon County shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of Sturgeon County or Sturgeon County employees, subcontractors, or agents in relation to the Services, and all Services shall be performed in accordance with high ethical standards, including without limitation the following:
 - (i) Sturgeon County shall not influence, or seek to influence, nor otherwise take part in a decision of the Town knowing that the decision might further Sturgeon County interests;
 - (ii) where the Services involve providing advice, making recommendations to the Town or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, then such advice, recommendations or discretion must be provided, made or carried out impartially and without bias;

2022-2026 FIRE SERVICE AGREEMENT

- (iii) Sturgeon County shall not have any financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services;
 - (iv) Sturgeon County, upon request by the Town, shall deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by Sturgeon County in relation to Sturgeon County employees and volunteers.
- (b) In the event Sturgeon County becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to Sturgeon County's performance of the Services, Sturgeon County shall immediately disclose such matter to the Town in writing. Upon such disclosure, Sturgeon County shall not commence or continue performance of the Services without the prior written consent of the Town. If the Town is of the opinion Sturgeon County is in a conflict of interest, the Town may terminate this Contract.

Town's Contact, Delegation

5. The Town designates the Chief Administrative Officer (CAO) as the Town's representative under this Agreement and as the prime contact who is authorized to communicate the Town's position to Sturgeon County on matters pertaining to this Agreement.
6. Sturgeon County designates the County Fire Chief as the Sturgeon County representative under this Agreement and as the prime contact who is authorized to communicate the County's position to the Town on matters pertaining to this Agreement.
7. The Town may, in the Town's absolute discretion, delegate any duties, powers or functions relating to the provisions of this Agreement to any person.

Period of Contract

8. Sturgeon County shall provide services pursuant to the terms of this Agreement commencing **January 1, 2022, and terminating December 31, 2026** ~~January 1, 2017, and terminating December 31, 2021.~~
9. The engagement of Sturgeon County as evidenced by this Agreement comes into effect on the date as stated in the above clause.

Town Obligations

10. The Town will provide to Sturgeon County use and access to the existing Fire Hall or a replacement building if the Fire Hall is destroyed for storage of the equipment, parking of

2022-2026 FIRE SERVICE AGREEMENT

fire vehicles and use by firefighting volunteers as soon as practicable. Sturgeon County will be charged annually, as defined in Schedule “B”, for the use of the Fire Hall.

Use charges will be for facility areas as defined in Section 1, including utilities, one phone line (back up emergency line), internet and access to the central washrooms in the building in which the Fire Hall is located.

11. The Town agrees to maintain the contracted emergency dispatch service arrangement with Parkland County or its successor.
12. Maintenance of hydrants will continue to be performed by the Town Public Works staff.

Training Ground Provision

- ~~13. The Town agrees to continue under this agreement to provide to Sturgeon County, access to and use of the designated lands on the north-eastern area surrounding the lagoon for the purposes of facilitating the training facility. ~~until such time clauses 14 and 15 can be executed.~~~~
- ~~14. The Town agrees to enter into a separate agreement with the Sturgeon County regarding the care and use of the Training Grounds located at the site of the Town’s lagoon area. This agreement shall be in place by December 31, 2017~~
- ~~15. The Sturgeon County agrees to enter into a separate agreement with the Town of Bon Accord regarding the care and use of the Training Grounds located at the site of the Town’s lagoon area. This agreement shall be in place by December 31, 2017~~

Sturgeon County’s Service Provision

16. Sturgeon County agrees to provide the Services according to the terms of this Agreement as described in Schedule “A”, at a rate or fee as described in Schedule “B”, of this Agreement. Sturgeon County may not substitute any other agent or subcontractor to provide the Services without the express written consent of the Town, which consent may be withheld at the Town’s sole discretion. The Town acknowledges that full time and **paid on call**/volunteer fire fighters under the direction of Sturgeon County will be involved in the delivery of the Services.
17. Sturgeon County is an independent contractor for the purposes of this Agreement and shall not be deemed to be a servant, employee or agent of the Town. Sturgeon County shall provide all administrative support and other resources required to deliver the Services unless otherwise agreed to in this contract.

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Asset Transfer and Management

- ~~18. The County acknowledges that an agreed to value for the assets transferred by the Town to the County in the previous agreement (2012-2016), for a purchase price equal to the total collective value as mutually agreed upon still exists, \$37,571.21. This remaining value as agreed to will be applied as payment to the County as outlined in Schedule B.~~

Warranties

19. Sturgeon County warrants that the Materials will not infringe any patent, copyright, trade secret, industrial design, trademark or other proprietary or contractual right; and Sturgeon County agrees to indemnify the Town against any liability or expense arising out of any breach of this warranty.

This clause shall survive this agreement.

20. Sturgeon County agrees to correct any defects in the Materials at Sturgeon County's own expense.

This clause shall survive this agreement.

Occupational Health and Safety - Workers' Compensation

21. Sturgeon County will comply with the *Occupational Health and Safety Act*, the *Workers' Compensation Act* and all other laws in force in Alberta relevant to the provision of the Services if applicable. On request, Sturgeon County will provide the Town with a certificate from the Workers' Compensation Board showing Sturgeon County is registered and is in good standing with the board, if applicable.

Indemnity and Insurance

22. Sturgeon County agrees to indemnify and hold harmless the Town from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which Sturgeon County is legally responsible arising out of negligence or wilful acts by Sturgeon County or Sturgeon County's employees or agents.

This clause shall survive this agreement.

23. The Town agrees to indemnify and hold harmless Sturgeon County from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Town is legally responsible arising out of negligence or wilful acts by the Town or the Town's employees or agents.

This clause shall survive this agreement.

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Safety and Security

24. Subject to the Town's reasonable security requirements, the Town will provide Sturgeon County with access to its facilities and systems, as necessary to enable Sturgeon County to fulfill its obligations under the Agreement. Sturgeon County, Sturgeon County employees, subcontractors and agents, when using any of the Town's buildings, premises, equipment, electronic hardware and software must comply with all safety and security policies, regulations and directives relating to those buildings, premises, equipment, electronic hardware and software.

~~Records Management and FOIP~~

25 CONTROL, ACCESS, SECURITY AND RETENTION OF RECORDS

25.1 The Town retains control of all records created under this agreement.

25.2 Upon receipt of a request under the *Freedom of Information and Protection of Privacy (FOIP) Act* for a record created under this agreement, the Town shall notify the County and the County will, without delay, provide the Town with records responsive to the request, including without limitations any request pursuant to sections 35 or 36 of the FOIP Act.

25.3 The County will protect business and personal information in its custody under this agreement by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal, and disaster.

25.4 The County will immediately report any unauthorized use or disclosure, or suspected unauthorized use or disclosure of information created under this agreement to the Town's FOIP Head.

25.5 The County will cooperate with investigations undertaken by the Town, by a third party instructed by the Town, or by a person or body with statutory authority to conduct an investigation, regarding the collection, use or disclosure of information.

25.6 The County will maintain the records created under this agreement in accordance with the County's Corporate Record Structure, until such time as termination of this agreement. Upon termination of this agreement, the County will transfer the records in its custody to the Town at the Town's sole expense.

~~26 Custody and Control of Records~~

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~~The Town acknowledges that this agreement, all data collected, produced, maintained or stored by the County in the performance of the County's duties under this agreement, belong to and shall remain under the control of the County and are subject to the Freedom of Information and Protection of Privacy Act.~~

2022-2026 FIRE SERVICE AGREEMENT

~~The County acknowledges that the Town may release this Agreement and attachments according to the provisions of the FOIP Act.~~

-

~~This clause shall survive this Agreement.~~

-

~~27 Maintenance of Records~~

-

~~Emergency Response records have been identified and agreed to as being created and/or collected as a result of this mutual aid agreement. The records under the County's control must be maintained in line with the County's Corporate Records Structure.~~

Invoicing for Services

- 28 Invoices for services rendered shall be submitted annually, or as otherwise agreed to, by both the Town and Sturgeon County and shall be paid within 60 days from the invoice date.
- 29 The Town shall only be liable to pay Sturgeon County for services rendered under the terms of this Agreement up to and including the date of termination of this Agreement.
- 30 All property and services provided by Sturgeon County under this Agreement are being purchased by the Town of Bon Accord and are ~~not~~ subject to the Goods and Services Tax (GST), ~~with the exception of out of pocket expenses.~~

Notices

- 31 Any and all notices permitted or required to be given under this Agreement must be delivered in writing to the offices of the respective parties.

Communications

- 32 All communications shall be to the addresses below.

TO THE TOWN:

Town of Bon Accord
Box 779
Bon Accord, Alberta
T0A 0K0

Attention: CAO

2022-2026 FIRE SERVICE AGREEMENT

TO STURGEON COUNTY:

Sturgeon County
9613 100 Street
Morinville, Alberta
T8R 1L9

Attention: Fire Chief

Either party hereto may, upon notice to the other party, change its address for payments and notices under this Agreement.

Termination

- 33 Either party may terminate the engagement evidenced by this Agreement in full or in part at any time by giving a minimum of six (6) months' notice, unless otherwise agreed to, in writing to the other party of its intention to do so. Upon termination Sturgeon County shall submit an invoice for services rendered but not previously invoiced.
- 34 Upon receipt of a notice of termination, Sturgeon County shall prepare and deliver to the Town a written report, if required, on the services rendered to the termination of the engagement.

This clause shall survive this agreement.

General Terms

- 35 Time is of the essence in this Agreement.
- 36 This Agreement enures to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns. Neither party may assign its rights and obligations under this Agreement without the express written consent of the other party.
- 37 This Agreement supersedes any previous representations, warranties, terms, conditions, or other agreements made between parties with respect to the administrative and operations of the fire department by Sturgeon County.

This agreement and Appendixes and Schedules are complementary, however; in the event of conflict within or between the body of the Agreement and the Appendixes or Schedules, the provisions in the body of the Agreement shall govern.

- 38 No term or condition of this Agreement shall be deemed to be waived unless the waiver is in writing. Any waiver of default committed by either of the parties in the observance or performance of this Agreement shall not extend or be deemed to extend or affect any other default.

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- 39 If any time during the continuance of this Agreement, the parties consider it necessary to amend this Agreement, they may do so by a written document signed by each party or by exchange of letters signifying mutual agreement between the parties and all amendments in such written document or letters shall be adhered to and have the same force and effect as if they had been originally embodied in and formed part of this Agreement.

- 40 Sturgeon County acknowledges that the Town has no obligation to renew, extend or offer a new contract at the end of the term of this Agreement.

The parties have executed this Agreement, each by its duly authorized representative, on the respective dates shown below.

TOWN OF BON ACCORD

Date: _____

Greg Mosychuk ~~Randolph Boyd~~, Mayor

Joyce Pierce ~~Vicki Zimyk~~, CAO

STURGEON COUNTY

Date: _____

Alanna Hnatiw ~~Tom Flynn~~, Mayor

Reegan McCullough ~~Peter Tarnawsky~~, County
Commissioner

Patrick Mahoney, Fire Chief

2022-2026 FIRE SERVICE AGREEMENT

Schedule “A” – Sturgeon County Service Provisions

1. Manage and coordinate the Fire Hall related activities, including but not limited to: officers and/or firefighter meetings, volunteer recruitment, and training.
2. Oversee the District Fire Chief, Officers, the members, and validate the appointment thereof.
3. Coordinate and manage all vehicle and equipment maintenance and fuel costs, including certifications and insurance requirements.
4. Ensure and provide adequate supplies for operation of the volunteer fire services.
5. Manage the delivery of firefighting services according to the Town of Bon Accord Bylaw(s) through application of Sturgeon County’s approved standard operating guidelines.
6. Respond to all emergency calls which originate within the boundaries of the Town. Emergency calls shall mean calls which request the fire department or firefighting services to attend or be provided.
7. Implement and communicate implementation of fire bans and the lifting of fire bans.
8. Inspection and approval of all fire pits within Town limits.
9. Oversee and act as the Authority of Having Jurisdiction on **National Fire Code - Alberta Edition** Fire Code Inspections and related matters on an “As Requested” or “As Required” basis.
10. Provide an annual report to Council, completion of all Provincial fire related reports as required, and assist with other fire department reports (i.e. budget, insurance, etc.)

2022-2026 FIRE SERVICE AGREEMENT

Schedule “B” – Fees

~~Sturgeon County recognizes that a credit equaling the amount of \$37,571.21 is carried over from the previous fire service agreement (2012-2016). This remaining amount has been taken into account and applied over the first two years of the agreement.~~

Sturgeon County Fees Chargeable to the Town:

Fees will be invoiced annually. The fee for Services will be a flat fee in the first year of this Agreement and shall increase by 3% each subsequent year of the term of this Agreement. The Town agrees to pay the following:

- ~~202217—Credit of \$25,000.00, Town pays \$0.00~~ **\$29,017.83;**
- ~~202318—Credit of \$12,571.21, Town pays balance of \$13,178.79~~ **\$29,888.30;**
- ~~202419—Credit \$0.00, Town pays balance of \$26,522.50~~ **\$30,784.95;**
- ~~202520—Credit \$0.00, Town pays balance of \$27,318.18;~~ **\$31,708.50** and
- ~~202621—Credit \$0.00, Town pays balance of \$28,137.72;~~ **\$32,659.75.**

Town Fees Chargeable to Sturgeon County:

(1) Facility Use charges. The facility use charge will be a flat fee in the first year of this agreement and shall increase by 3 % each subsequent year of the term of this agreement:

- ~~202217—\$8250.00~~ **\$9563.99, plus GST;**
- ~~202318—\$8497.50~~ **\$9850.91, plus GST;**
- ~~202419—\$8752.42~~ **\$10,146.44, plus GST;**
- ~~202520—\$9014.99~~ **\$10,450.83, plus GST;** and
- ~~202621—\$9285.43.~~ **\$10,764.35, plus GST**

(2) The County agrees to pay the Town per cubic metre for water used during emergencies within the County as per the Town’s Water Bylaw truck fill rate. Water used during firefighter training will not be invoiced for.

**TOWN OF BON ACCORD
Request for Decision (RFD)**

MEETING: Regular Meeting

MEETING DATE: February 16, 2021

AGENDA ITEM: Enforcement Services Agreement - Jan 1, 2022- Dec 31, 2026

RECOMMENDATION:

THAT ...council approve the 2022 - 2026 Enforcement Services Agreement between the Town of Bon Accord and Sturgeon County as presented.

BACKGROUND:

The current agreement is expiring on Dec 31, 2021 and a new agreement is required to continue the contracted enforcement service in Bon Accord provided by Sturgeon County. This agreement provides the same level of service as before with a cost to the town of \$41,623.40 with a 3% annual increase after that until the end of the agreement. As we are working on the ICF/IDP requirements, having these agreements prepared and approved by the Council's show the province the collaborative efforts that have been put forth by our two municipalities.

FINANCIAL IMPLICATIONS: As per schedule "A" of this agreement.

ALTERNATIVES:

1. Council approves the 2022 - 2026 Enforcement Services Agreement between the Town of Bon Accord and Sturgeon County as presented.
2. Council declines the 2022 – 2026 Enforcement Services Agreement between the Town of Bon Accord and Sturgeon County as presented
3. And further direct administration to

Prepared and Submitted By: Joyce Pierce **Reviewed By:**

Date: February 11, 2021

Enforcement Services Agreement

Entered into this ____ day of _____, 2021.

Sturgeon County
in the Province of Alberta
(Hereinafter referred to as the “Sturgeon”)

And

Town of Bon Accord
in the Province of Alberta
(Hereinafter referred to as Bon Accord)

WHEREAS, Bon Accord desires to engage the services of Sturgeon as an independent contractor to provide services as Peace Officers and Bon Accord desires to accept Sturgeon’s engagement as an independent contractor all upon terms and conditions herein contained;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto in consideration of the mutual covenants and agreement set forth, covenant and agree with each other as follows:

1.0 BACKGROUND

- 1.1 Peace Officer services are required by Bon Accord in order to assist in its municipal operations.
- 1.2 Sturgeon has been asked by Bon Accord to provide Peace Officer services.

2.0 DESCRIPTION AND SCOPE OF SERVICES

- 2.1 Sturgeon will, on behalf of Bon Accord, supply Peace Officer services to Bon Accord which services will include the enforcement of municipal bylaws and such provincial statutes as the Peace Officer shall be authorized to enforce. Sturgeon shall provide an enforcement vehicle and related vehicle equipment.
- 2.2 Bon Accord will provide office space, support staff and assistance as required.

Enforcement Services Agreement

3.0 APPOINTED PEACE OFFICER

- 3.1 For the purposes of the applicable provincial legislation and municipal bylaws relating to Peace Officer services, Bon Accord shall designate Sturgeon's Peace Officers and Animal Control Officer as its Peace Officers and Bylaw Officers as required.
- 3.2 Both Sturgeon and Bon Accord shall take all necessary steps to obtain any necessary Provincial approvals for Sturgeon to provide the services under this Contract.

4.0 LEVEL AND STANDARDS

- 4.1 The appointed Peace Officers and Animal Control Officer shall perform the required duties using independence and judgment in relation to the relevant bylaws and provincial statutes.
- 4.2 The appointed Peace Officers and Animal Control Officer will endeavor to maintain reasonable and effective enforcement of bylaws and provincial statutes in Bon Accord.
- 4.3 Sturgeon shall deal with complaints and discipline of its Peace Officers and Animal Control Officer in relation to services provided under this Agreement in accordance with Sturgeon's Bylaws and polices.

5.0 TERM

- 5.1 This agreement will come into effect upon it being signed by both parties.
- 5.2 The services to be provided under the Agreement shall be carried out between January 1, 2022 and December 31, 2026.

6.0 FEES, EXPENSES AND PAYMENTS

- 6.1 The cost of Peace Officer and Animal Control Officer services is set out in Schedule "A" which Bon Accord agrees to pay to Sturgeon in the manner provided in Article 6.2;
- 6.2 The Town will forward, upon being invoiced by the County, on a quarterly basis (Approximately January 15, April 15, July 15 and October 15) one quarter the amount shown in Schedule "A";

Enforcement Services Agreement

- 6.3 Should Bon Accord request additional Peace Officer and Animal Control Officer services in excess of those set out in Schedule “A”, such additional work shall be charged at an hourly rate set out in Schedule “A” subject to Sturgeon agreeing to provide the service.

7.0 CONFIDENTIALITY AND NON-DISCLOSURE

- 7.1 Unless required by law, any data or other information concerning Sturgeon’s Peace Officers and Animal Control Officer that is obtained by Bon Accord shall be treated as confidential and shall not be disclosed without prior approval by Sturgeon.
- 7.2 Unless required by law, any data or other information concerning Bon Accord that is obtained by Sturgeon’s Peace Officers and Animal Control Officer shall be treated as confidential and shall not be disclosed without prior approval by Bon Accord.

8.0 CONTROL, ACCESS, SECURITY AND RETENTION OF RECORDS

- 8.1 The Town retains control of all records created under this agreement.
- 8.2 Upon receipt of a request under the *Freedom of Information and Protection of Privacy (FOIP) Act* for a record created under this agreement, the Town shall notify the County and the County will, without delay, provide the Town with records responsive to the request, including without limitations any request pursuant to sections 35 or 36 of FOIP Act.
- 8.3 The County will protect business and personal information in its custody under this agreement by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal, and disaster.
- 8.4 The County will immediately report any unauthorized use or disclosure, or suspected unauthorized use or disclosure of information created under this agreement to the Town’s FOIP Head.
- 8.5 The County will cooperate with investigations undertaken by the Town, by a third party instructed by the Town, or by a person or body with statutory authority to conduct an investigation, regarding the collection, use or disclosure of information.
- 8.6 The County will maintain the records created under this agreement in accordance with the County’s Corporate Record Structure, until such time as termination of this

Enforcement Services Agreement

agreement. Upon termination of this agreement, the County will transfer the records in its custody to the Town at the Town's sole expense.

9.0 IDEMNIFICATION

- 9.1 Sturgeon's Peace Officers and Animal Control Officer will, when on assignments, comply with any safety and security regulations and procedures in effect regarding Bon Accord's bylaws.
- 9.2 Sturgeon will indemnify and save harmless Bon Accord against all claims, damages and expenses that relate to injury to Sturgeon's Peace Officers and Animal Control Officer while performing Peace Officer and Animal Control Officer functions pursuant to this agreement unless such injury results from a willful or negligent act on the part of Bon Accord, its officers, employees or agents.
- 9.3 Sturgeon shall not be liable for any claims or other legal action that may result from or in any way relate to the Peace Officer and Animal Control Officer services performed on behalf of Bon Accord.
- 9.4 Notwithstanding 9.3 above, Town shall not be liable for any claims or legal action that result from negligence, illegal action or inappropriate behavior on the part of the Peace Officer and Animal Control Officer whether or not the services are being performed on behalf of Bon Accord.

10.0 TERMINATION OF CONTRACT

- 10.1 Either party may terminate this agreement at anytime without cause by giving notice in writing to the other party of not less than 180 days.
- 10.2 Upon termination, Sturgeon shall submit to Bon Accord, an invoice for services rendered but not previously invoiced and Bon Accord shall pay such invoice within thirty (30) days of receipt.

11.0 AMENDMENTS

- 11.1 This agreement may be amended solely by written agreement of both parties.
- 11.2 This agreement represents the entire agreement between the parties. No other terms, representations or warranties, verbal or otherwise, are to be inferred or implied.

Enforcement Services Agreement

12.0 CONTRACT RENEWAL

12.1 Contract renewals will be available subsequent to this agreement as determined by both parties.

13.0 ARBITRATION

13.1 Should a dispute arise, the County Commissioner and CAO of each municipality will determine a resolution through discussion and consensus.

14.0 BINDING

14.1 This agreement ensures to the benefit of and is binding upon the parties to this agreement and their respective successors and any assignees or Sturgeon and Bon Accord.

15.0 REPRESENTATIVES

15.1 The representatives of the parties and the address for notices for the purpose of this agreement are as follows.

a) Sturgeon County
Representative: Manager of Protective Services
Address: 9613 – 100 Street
Morinville, Alberta T8R 1L9

And

Town of Bon Accord
Representative: CAO
Address: Box 779
Bon Accord, AB T0A 3J0

Enforcement Services Agreement

16.0 SIGNATURES

16.1 This agreement is executed by the parties as of the date shown on the first page of this agreement.

Town of Bon Accord (Mayor)

Sturgeon County (Mayor)

Town of Bon Accord (CAO)

Sturgeon County (CAO)

Enforcement Services Agreement

SCHEDULE "A"

1. Effective January 1, 2022, the fee schedule will be based on providing 52 weeks of service at one (7.0 Hour Day) per week.

Amount

- January 1, 2022 to December 31, 2022 @ \$114.35/hr\$41,623.40
- January 1, 2023 to December 31, 2023 @ \$117.78/ hr.....\$42,871.92
- January 1, 2024 to December 31, 2024 @ \$121.31/hr..... \$44,156.84
- January 1, 2025 to December 31, 2025 @ \$124.95/hr..... \$45,481.80
- January 1, 2026 to December 31, 2026 @ \$128.70/hr.....\$46,846.80

2. Overtime Services, overtime rates after a regular seven (7) hours shift will be charged out at time and a half rate.

3. Commencing on January 1, 2023, the second year of this agreement hourly fees and overtime rates shall increase by three (3) percent.

4. Commencing on January 1, 2024, the third year of this agreement hourly fees and overtime rates shall increase by three (3) percent.

5. Commencing on January 1, 2025, the fourth year of this agreement hourly fees and overtime rates shall increase by three (3) percent.

6. Commencing on January 1, 2026, the fifth year of this agreement hourly fees and overtime rates shall increase by three (3) percent.

Enforcement Services Memorandum of Agreement

Entered into this _____ day of _____, 2021~~16~~.

Sturgeon County
in the Province of Alberta
(Hereinafter referred to as the “Sturgeon”)

And

Town of Bon Accord
in the Province of Alberta
(Hereinafter referred to as Bon Accord)

WHEREAS, Bon Accord desires to engage the services of Sturgeon as an independent contractor to provide services as Peace Officers and Bon Accord desires to accept Sturgeon’s engagement as an independent contractor all upon terms and conditions herein contained;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto in consideration of the mutual covenants and agreement set forth, covenant and agree with each other as follows:

1.0 BACKGROUND

- 1.1 Peace Officer services are required by Bon Accord in order to assist in its municipal operations.
- 1.2 Sturgeon has been asked by Bon Accord to provide Peace Officer services.

2.0 DESCRIPTION AND SCOPE OF SERVICES

- 2.1 Sturgeon will, on behalf of Bon Accord, supply Peace Officer services to Bon Accord which services will include the enforcement of municipal bylaws and such provincial statutes as the Peace Officer shall be authorized to enforce. Sturgeon shall provide an enforcement vehicle and related vehicle equipment.
- 2.2 Bon Accord will provide office space, support staff and assistance as required.

Enforcement Services Memorandum of Agreement

3.0 APPOINTED PEACE OFFICER

- 3.1 For the purposes of the applicable provincial legislation and municipal bylaws relating to Peace Officer services, Bon Accord shall designate Sturgeon's Peace Officers and Animal Control Officer as its Peace Officers and Bylaw Officers as required.
- 3.2 Both Sturgeon and Bon Accord shall take all necessary steps to obtain any necessary Provincial approvals for Sturgeon to provide the services under this Contract.

4.0 LEVEL AND STANDARDS

- 4.1 The appointed Peace Officers and Animal Control Officer shall perform the required duties using independence and judgment in relation to the relevant bylaws and provincial statutes.
- 4.2 The appointed Peace Officers and Animal Control Officer will endeavor to maintain reasonable and effective enforcement of bylaws and provincial statutes in Bon Accord.
- 4.3 Sturgeon shall deal with complaints and discipline of its Peace Officers and Animal Control Officer in relation to services provided under this Agreement in accordance with Sturgeon's Bylaws and polices.

5.0 TERM

- 5.1 This agreement will come into effect upon it being signed by both parties.
- 5.2 The services to be provided under the Agreement shall be carried out between **January 1, 2022 and December 31, 2026** ~~January 1, 2016 and December 31, 2020~~.

6.0 FEES, EXPENSES AND PAYMENTS

- 6.1 The cost of Peace Officer and Animal Control Officer services is set out in Schedule "A" which Bon Accord agrees to pay to Sturgeon in the manner provided in Article 6.2;
- 6.2 The Town will forward, upon being invoiced by the County, on a quarterly basis (Approximately January 15, April 15, July 15 and October 15) one quarter the amount shown in Schedule "A";

Enforcement Services Memorandum of Agreement

6.3 Should Bon Accord request additional Peace Officer and Animal Control Officer services in excess of those set out in Schedule “A”, such additional work shall be charged at an hourly rate set out in Schedule “A” subject to Sturgeon agreeing to provide the service.

7.0 CONFIDENTIALITY AND NON-DISCLOSURE

7.1 Unless required by law, any data or other information concerning Sturgeon’s Peace Officers and Animal Control Officer that is obtained by Bon Accord shall be treated as confidential and shall not be disclosed without prior approval by Sturgeon.

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8.0 — RECORDS

8.0 CONTROL, ACCESS, SECURITY AND RETENTION OF RECORDS

8.1 The Town retains control of all records created under this agreement.

8.2 Upon receipt of a request under the *Freedom of Information and Protection of Privacy (FOIP) Act* for a record created under this agreement, the Town shall notify the County and the County will, without delay, provide the Town with records responsive to the request, including without limitations any request pursuant to sections 35 or 36.

8.3 The County will protect business and personal information in its custody under this agreement by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal, and disaster.

8.4 The County will immediately report any unauthorized use or disclosure, or suspected unauthorized use or disclosure of information created under this agreement to the Town’s FOIP Head.

8.5 The County will cooperate with investigations undertaken by the Town, by a third party instructed by the Town, or by a person or body with statutory authority to conduct an investigation, regarding the collection, use or disclosure of information.

8.6 The County will maintain the records created under this agreement in accordance with the County’s Corporate Record Structure, until such time as termination of this

Enforcement Services Memorandum of Agreement

agreement. Upon termination of this agreement, the County will transfer the records in its custody to the Town at the Town's sole expense.

8.1 ~~Custody and Control of Records~~

~~Under this agreement, all records requested by the County as the "Requesting Party" or collected, created, maintained or stored by the Town in the performance of the Town's duties under this agreement, except for the Town's records remain under the control of the County and are subject to the Freedom of Information and Protection of Privacy Act.~~

8.2 ~~Access and Correction to Personal Information~~

~~The records transferred to or collected, created, maintained or stored under this agreement for the County as the "Requesting Party" are subject to the access and privacy provisions of the Freedom of Information and Protection of Privacy Act. If the County receives a request for any of these records that are in the Town's custody, it will be the Town's responsibility to provide the records at the Town's expense. The Town must provide them to the FOIP Coordinator of Sturgeon County within 5 (five) calendar days from notification by the FOIP Head.~~

8.3 ~~Protection of Business & Personal Information~~

~~The Town must protect business and personal information in its custody under this agreement by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal, and disaster.~~

~~**The town will maintain the security of the records through the following physical measures:**~~

~~In the event records, copies, content, and/or data must be transferred from or to the town it must be done so in a secure manner and must not be left in an unattended vehicle.~~

~~In the event the records, copies, content and/or data is accessed, reviewed, or otherwise manipulated, the Town must ensure security of the business and personal information.~~

~~The town will maintain the security of the information through the following appropriate information technology security measures:~~

- ~~— Controlled computer access, and~~
- ~~— Authentication of system users~~

Enforcement Services Memorandum of Agreement

~~Transfer of electronic communication/content by way of the town meets industry standards of technology to ensure the security/integrity of Sturgeon County~~

8.4 — Records Retention and Disposition

~~The electronic records created by County Peace Officers and Animal Control Officer in relation to request for assistance files/investigations are under the control of the County in this agreement and are the property of the County and are to be held and disposed of in accordance with the County's corporate Records Structure.~~

8.5 — Maintenance of Records

~~Peace Officer and Animal Control Officer records have been identified and agreed to as being created and/or collected as a result of this agreement. These records must be maintained in line with the County's Corporate Records Structure.~~

9.0 IDEMNIFICATION

- 9.1 Sturgeon's Peace Officers and Animal Control Officer will, when on assignments, comply with any safety and security regulations and procedures in effect regarding Bon Accord's bylaws.
- 9.2 Sturgeon will indemnify and save harmless Bon Accord against all claims, damages and expenses that relate to injury to Sturgeon's Peace Officers and Animal Control Officer while performing Peace Officer and Animal Control Officer functions pursuant to this agreement unless such injury results from a willful or negligent act on the part of Bon Accord, its officers, employees or agents.
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Enforcement Services Memorandum of Agreement

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12.1 Contract renewals will be available subsequent to this agreement as determined by both parties.

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13.1 Should a dispute arise, the County Commissioner and CAO of each municipality will determine a resolution through discussion and consensus.

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Representative: Manager of Protective Services
Address: 9613 – 100 Street
Morinville, Alberta T8R 1L9

Enforcement Services Memorandum of Agreement

And

Town of Bon Accord
Representative: CAO
Address: Box 779
Bon Accord, AB T0A 3J0

16.0 SIGNATURES

16.1 This agreement is executed by the parties as of the date shown on the first page of this agreement.

Town of Bon Accord (Mayor)

Sturgeon County (Mayor)

Town of Bon Accord (CAO)

Sturgeon County (CAO)

Enforcement Services Memorandum of Agreement

SCHEDULE "A"

1. Effective January 1, 2022~~16~~, the fee schedule will be based on providing 52 weeks of service at one (7.0 Hour Day) per week.

Amount

• January 1, 2016 to December 31, 2016 @ \$98.65/hr	\$35,908.60
• January 1, 2017 to December 31, 2017 @ \$101.60/hr.....	\$36,982.40
• January 1, 2018 to December 31, 2018 @ \$104.65/hr.....	\$38,092.60
• January 1, 2019 to December 31, 2019 @ \$107.79/hr.....	\$39,235.56
• January 1, 2020 to December 31, 2020 @ \$111.02/hr.....	\$40,411.28
• January 1, 2022 to December 31, 2022 @ \$114.35/hr	\$41,623.40
• January 1, 2023 to December 31, 2023 @ \$117.78/ hr.....	\$42,871.92
• January 1, 2024 to December 31, 2024 @ \$121.31/hr.....	\$44,156.84
• January 1, 2025 to December 31, 2025 @ \$124.95/hr.....	\$45,481.80
• January 1, 2026 to December 31, 2026 @ \$128.70/hr.....	\$46,846.80

2. Overtime Services, overtime rates after a regular seven (7) hours shift will be charged out at time and a half rate.

3. Commencing on January 1, 2023~~17~~, the second year of this agreement hourly fees and overtime rates shall increase by three (3) percent.

4. Commencing on January 1, 2024~~18~~, the third year of this agreement hourly fees and overtime rates shall increase by three (3) percent.

5. Commencing on January 1, 2025~~19~~, the fourth year of this agreement hourly fees and overtime rates shall increase by three (3) percent.

6. Commencing on January 1, 2026~~20~~, the fifth year of this agreement hourly fees and overtime rates shall increase by three (3) percent.

ACCPA **2021** CONFERENCE

100 DAYS OUT!!
SAVE THE DATE!!

MAY 10-13, 2021 VIRTUAL

ALBERTA COMMUNITY CRIME PREVENTION ASSOCIATION (ACCPA)
www.albertacrimeprevention.com

Only 100 days until ACCPA's 2021 **Virtual** Conference! We're finalizing an exciting lineup of international and local speakers and workshops, covering rural and urban issues. Follow us as we go live in the coming weeks with registration, and exhibitor and sponsor opportunities!

Mark Kay

Chair, 2021 ACCPA Conference

Alberta Community Crime Prevention Association

TOWN OF BON ACCORD
Council Report – February 16, 2021

The following is a list of my activities as Mayor from January 14, 2021 to February 10, 2021.

January 14, 2021	Attended the Roseridge Waste Management Service Committee (RWMSC roseridge.ab.ca) meeting (Virtual).
January 19, 2021	Attended the Town of Bon Accord – Regular Meeting of Council (Virtual).
January 23, 2021	<p>Attended the RWMSC Planning Session (In-person).</p> <ul style="list-style-type: none"> • Workshop to determine the future “look” of Roseridge and its’ role in waste management beyond the landfill for our region. New business model is now in the works. • Manager asked that we pass along her appreciation to each member’s administration for their fine work in rolling out the new landfill pass cards. Still some work to do, but for the most part the system is working. • Manager requested use of our Arena Mezzanine for this meeting due to its’ size, to allow for Covid protocols, and central location. Chelsea’s restaurant also received lunch business for a dozen members.
January 25, 2021	Attended the Capital Region Northeast Water Services Commission (CRNWSC crnwsc.ca) Board meeting (Virtual).
February 02, 2021	Attended the Town of Bon Accord – Regular Meeting of Council (Virtual).
February 03, 2021	Interviewed with Mix 107 / FortSaskOnline for a “New Mayor” article (Telephone). fortsaskonline.com
February 04, 2021	<p>Participated in the 2021 Alberta Urban Municipalities Association (AUMA auma.ca) President’s Summit on Policing (Virtual).</p> <ul style="list-style-type: none"> • Updated on current work of the Interim Police Advisory Board, and the preparations being made for the operational Board. • A fair amount of the focus is on training, accountability, and transparency. • There is a second Summit on February 17, 2021 focused on the feasibility of establishing a provincial police force to replace the provincial RCMP contract.
February 04, 2021	<p>Participated in a municipal Town Hall w/ Premier Kenney, Minister McIver, and Dr. Hinshaw on Covid -19 updates and support (Telephone).</p> <ul style="list-style-type: none"> • Main takeaway is that as cases decrease, government will continue to reduce restrictions in a balanced / measured approach. As restrictions relax, the continued use of masks, social distancing, and cleaning protocols can help speed this along. • Alberta is investigating teaming up with neighbouring provinces to directly access vaccines, instead of relying on Federal government distribution. • Many varied concerns among participants regarding financial and mental health issues due to restrictions.
General	Ongoing day to day, meeting preparation, and community engagement.

Notes:

Covid-19 has created unprecedented challenges for so many people and organizations. Council and Administration has done an exceptional job in facing these challenges head on and continuing to provide services and functioning governance. We shall endeavour to maintain and exceed as we battle this pandemic. I am pleased to see so many of our residents following Provincial restriction guidelines, and I appreciate their tolerance and understanding as we try to mitigate the spread of the virus. As noted in my report above, continued vigilance will help us overcome this quicker and allow a return to normal in a shorter time frame.

Greg Mosychuk

Mayor

Town of Bon Accord

The needs of the many outweigh the needs of the few, or of the one.

-Spock-

The "problem" is not the problem. The problem is your attitude about the "problem".

-Captain Jack Sparrow-

TOWN OF BON ACCORD

Council report

January 13 – February 10-2021

January 19 Attended regular meeting of council.
February 2 Attended regular meeting of council.
February 4 Attended 2021 AUMA Summit on Policing.

Was very interesting to listen to. It is so important that we start better communication. We need to reach out and see what we can do about it. It would be nice to get more info on what happens in our community. Maybe having regular meeting with Chris Palfy would help.

Tanya May
Deputy Mayor
Town of Bon Accord

TOWN OF BON ACCORD

Councilor Report

for period of January 12, 2021- February 16, 2021

January 19, 2021	Attended Regular Meeting of Council
January 22, 2021	Attended Salutes Regular Meeting
February 2, 2021	Attended Regular Meeting of Council
February 11, 2021	Attended BrownLee Emerging Trends Virtual event

Lacey Laing

Councilor

Town of Bon Accord

TOWN OF BON ACCORD

Councillor Report – for period – Jan 14 – Feb 10, 2021

January 14, 2021	Attended Roseridge monthly meeting virtually.
January 19, 2021	Attended Regular Meeting of Council virtually.
January 23, 2021	Attended day long Roseridge Planning Session. The day was spent on working with several different scenarios with a goal of determining which direction the board should go in the near and far future. It was an interesting day that demonstrated that the board members are pretty well all on the same page.
January 25, 2021	Attended CRNWSC meeting virtually. This was an orientation meeting that included John McDonnell of Brownlee LLP with his annual Board Orientation.
February 2, 2021	Attended Regular Meeting of Council virtually.
February 4, 2021	Attended AUMA Summit on Policing virtually. This was session #1 of 2. One of the main takeaways for me was that we as a municipality must set up a schedule for regular meetings with our Detachment Commander, Chris Palfy, regarding planning and reporting on policing in our town.

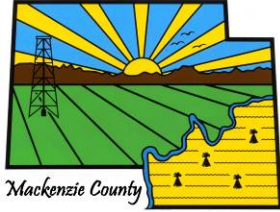
Brian Holden
Councillor
Town of Bon Accord

TOWN OF BON ACCORD

Councillor Report – for Jan 14 – Feb 10, 2021

Jan 15, 2021	Attended Alberta Capital Region Wastewater Commission meeting (virtual). See attachments.
Jan 19, 2021	Attended the Regular Meeting of Council
Jan 28, 2021	Attended the Homeland Housing Meeting (virtual). The organization is hopeful that there will be an opportunity to receive a grant to build further seniors' housing in Bon Accord.
Feb 2, 2021	Attended the Regular Meeting of Council
Feb 4, 2021	Attended the AUMA Presidents' Summit regarding updates to the police act.
Feb 8, 2021	Attended (virtually) the Sturgeon Regional Emergency Advisory Committee meeting

Lynn Bidney
Councillor
Town of Bon Accord



Mackenzie County

P.O. Box 640, 4511-46 Avenue, Fort Vermilion, AB T0H 1N0
P: (780) 927-3718 Toll Free: 1-877-927-0677 F: (780) 927-4266
www.mackenziecounty.com
office@mackenziecounty.com

January 27, 2021

The Honourable Jason Kenney
Premier of Alberta
307 Legislature Building
10800-97 Avenue
Edmonton, AB
T5K 2B6

Dear Premier:

RE: REOPENING RECREATIONAL AND BUSINESS SERVICES

While we appreciate the work the government has done to ensure the safety of Albertans, we recognize the extreme toll the pandemic has taken on our residents, businesses and recreational centres.

We strongly urge the Provincial Government to reopen access to indoor recreational facilities, such as arenas, to the public and establish additional supportive public health guidelines. These could include allowing facility rentals for private functions.

Additionally, we urge the Provincial Government to reopen all business services as many are at risk of closing permanently and losing their livelihood. In our rural remote northern location, services such as restaurants are extremely limited. Reinstating in-person service will assist in sustainability into the future.

Again, we thank you for your efforts in keeping Albertans safe, and we look forward to having a conversation with you to discuss the specific needs of our communities. Please feel free to contact me at (780) 926-7405 or by email to josh@mackenziecounty.com.

Yours sincerely,

Josh Knelsen
Reeve

Premier of Alberta

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January 27, 2021

c: Dr. Deena Hinshaw, Chief Medical Officer of Health
Mr. Dan Williams, MLA Peace River
Rural Municipalities of Alberta – Member Municipalities
Alberta Urban Municipalities Association – Member Municipalities
Mackenzie County Council
La Crete Chamber of Commerce
Fort Vermilion & Area Board of Trade
High Level Chamber of Commerce



309B Macleod Trail SW
High River, Alberta Canada T1V 1Z5
P: 403.652.2110 F: 403.652.2396
www.highriver.ca

February 3, 2021

OFFICE OF THE MAYOR

VIA E-MAIL: info@bonaccord.ca

Office of the Mayor,
Town of Bon Accord
PO Box 779
Bon Accord, AB TOA OK0

Attention: Mayor Greg Mosychuk

RE: Reinstatement of the 1976 Coal Development Policy

Dear His Worship:

In June of 2020, the Government of Alberta rescinded the Coal Development Policy (Coal Policy) without adequate consultation with First Nations, environmental groups, residents, property owners and local governments. This policy was originally developed with the intended purpose to guide coal extraction along the eastern slopes of the Rockies based upon a land use classification system and dictated where and how coal leasing, exploration and development could occur.

The Coal Policy introduced in 1976, guided coal extraction in one of the most important landscapes in Alberta and Canada. The Eastern Slopes provides water to users from the Rockies to the Hudson Bay. For 44 years, the policy provided essential protection of valuable water resources, ensuring downstream communities had access to clean drinking water, that farmers had access to irrigation water to protect their livelihoods and that ecosystems that tourists come to experience remained in their pristine state.

The rescindment of any policy that affects public lands and/or water resources, requires public consultation with First Nations, environmental groups, residents of Alberta, property owners and local municipalities. Without that consultation, our democratic processes are undermined.

In response to the Government of Alberta's action, the Town of High River's Council adopted the following resolution at its Regular Meeting of Council on January 11, 2021:

BE IT RESOLVED THAT Council direct Administration to draft a letter to Premier Jason Kenney, requesting the immediate reinstatement of the 1976 Alberta Coal Policy which was rescinded on June 1, 2020;

AND THAT the letter requests that the Government of Alberta begin public consultation with Indigenous groups, environmental groups and all stakeholders in Alberta on any proposed revisions or replacement to this policy;

AND FURTHER THAT this letter be sent to the Minister of Environment & Parks Honorable Jason Nixon, Minister of Energy Honourable Sonya Savage as well as the MLA for Livingstone-Macleod Roger Reid.

This letter was sent to the Premier and Ministers on January 12, 2021 and a meeting has been requested with the Premier. To date, the Town of High River has neither received a response to our letter nor a meeting with the Premier.

Other local governments, public officials and Albertans have called upon the Government of Alberta to reinstate the Coal Policy. In response, the Government of Alberta has cancelled some of the coal leases but this is not adequate in order to protect water resources for downstream communities, such as High River.

Therefore, at the February 1, 2021 Special Meeting of Council, the following resolution was adopted:

WHEREAS Council adopted resolution #RC 14 -2021 requesting the Province of Alberta immediately re-instate the 1976 Coal Development Policy;

AND WHEREAS coal exploration and open pit mining will impact water resources for downstream communities affecting businesses, residents, ranchers, farmers and ecosystems;

AND WHEREAS coal exploration is causing irreparable damage to the landscapes and watersheds as well as adversely affecting the public's access, use and enjoyment of Crown lands on the Eastern Slopes of Alberta;

AND WHEREAS local First Nations groups, municipalities, landowners and ranchers are legally challenging the Province's rescindment of the 1976 Coal Policy in the Courts;

BE IT RESOLVED THAT Council request all coal exploration be immediately ceased on the Eastern Slopes of Alberta and cease issuance of any new exploration permits on the Eastern Slopes of Alberta until public consultation has taken place regarding the future of coal mining on the Eastern Slopes of Alberta;

AND THAT Council request the Government of Alberta & Premier Jason Kenney issue an immediate stop work order for all existing coal exploration permits on the Eastern Slopes of Alberta and cease issuance of any new exploration permits on the Eastern Slopes of Alberta until public consultation has taken place regarding the future of coal mining on the Eastern Slopes of Alberta;


AND THAT Council direct Administration to investigate legal options relating to the damage caused due to exploration on Alberta's Eastern Slopes.

AND FURTHER THAT Council direct Administration to prepare a letter with a copy of this resolution to all members of the Federation of Canadian Municipalities, Alberta Urban Municipalities Association, Rural Municipalities of Alberta, Municipalities of Saskatchewan, Saskatchewan Association of Rural Municipalities and Association of Manitoba Municipalities requesting their support to re-instate the 1976 Coal Development Policy.

In light of this resolution, the Town of High River is respectfully requesting that you consider drafting a letter of support to the Government of Alberta for the immediate Exploration Stop Work Order as well as the reinstatement of the Coal Policy.

Thank you for considering our request,

Sincerely,

A handwritten signature in black ink, appearing to read "Craig Snodgrass". The signature is written in a cursive style with a large, sweeping "S" at the end.

Craig Snodgrass
Mayor

CS/cp/kr