

# **AGENDA**

# **Town Council Meeting**

Tuesday, June 8, 2021 - 5:00 PM Via Zoom Conference

AGENDA FOR REGULAR MEETING OF THE TOWN COUNCIL TO BE HELD	ON
TUESDAY, JUNE 8, 2021 AT 5:00 PM VIA ZOOM CONFERENCE.	

LOGIN: https://us02web.zoom.us/j/85358731706?pwd=M0c3b1ltY3NEUWdEUEdrV3pwaHpGZz09

Meeting ID: 853 5873 1706 Passcode: 999658

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- 1. CALL TO ORDER REGULAR COUNCIL MEETING & RECORD OF ATTENDANCE
- 2. AGENDA APPROVAL AND ADDITIONS
- 3. MINUTES
- 3.1 RFD 3.1 Minutes

  Minutes of Regular Council Meeting May 25, 2021

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- 4. PUBLIC HEARINGS NONE
- 5. DELEGATIONS NONE
- 6. BYLAWS NONE
- 7. NEW AND UNFINISHED BUSINESS
- 7.1 RFD 7.1 35 Avenue Upgrade RFD 7.1.1 Redacted Letter

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7.2	RFD 7.2 Vern Poffenroth Arena Cond RFD 7.2.1 Letter of Intent Arena Con RFD 7.2.2 Arena Concession Lease	cession Redacted	11 - 17
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#### 10. OPEN FORUM

(<u>Bylaw 939/18 - Council Procedural Bylaw</u> Part XXI 1. The open forum shall be for a maximum total of twenty (20) minutes in length to allow members of the public present at the meeting to address Council regarding issues arising from the meeting in progress. No formal decision shall be made on any matter discussed with Council during the open forum session.

# 11. CLOSED SESSION - FOIP SECTION 17(1) PERSONAL PRIVACY

# 12. ADJOURNMENT



Council Agenda Item	3.0		
Council Meeting Date	June 8, 2021		
Subject	Minutes		
For Public Agenda	Public Information		
Attachments	3.1 Minutes of Regular Council June 8, 2	021	
Recommendation	Motion by Council to accept the Minutes of the Regular Council Meeting of June 8, 2021, as presented.		
Prepared By:			
	Lori Hillis, CPA, CA Chief Administrative Officer	<u>June 2, 2021</u> Date	
Endorsed By:	Lori Hillis	<u>J</u> une 2, 2021	
	Lori Hillis, CPA, CA Chief Administrative Officer	Date	

# TOWN OF RIMBEY TOWN COUNCIL

MINUTES OF THE REGULAR MEETING OF TOWN COUNCIL HELD ON TUESDAY, MAY 25, 2021 VIA ZOOM CONFERENCE.

#### LOGIN:

https://us02web.zoom.us/j/83831471042?pwd=NDhwbDJmLzZYdWlxTVJ3clZLZHBiQT09

Meeting ID: 838 3147 1042 Passcode: 447748

#### 1. Call to Order

Mayor Pankiw called the meeting to order at 5:00 pm with the following in attendance:

Mayor Pankiw Councillor Coulthard Councillor Curle Councillor Payson Councillor Rondeel

Chief Administrative Officer – Lori Hillis, CPA, CA

Director of Finance – Wanda Stoddart Development Officer – Liz Armitage Recording Secretary – Bonnie Rybak

**Public:** 

members of the public

# 2. Adoption of Agenda

# 2.1 May 25, 2021 Agenda

#### Motion 139/21

Moved by Councillor Bill Coulthard to accept the Agenda for the May 25, 2021 Regular Council Meeting, as presented.

<u>In Favor</u> <u>Opposed</u>

Mayor Pankiw Councillor Coulthard Councillor Curle Councillor Payson Councillor Rondeel

CARRIED

#### 3. Minutes

#### 3.1. Minutes of Regular Council Meeting May 11, 2021

# Motion 140/21

Moved by Councillor Paul Payson to accept the Minutes of the Regular Council Meeting of May 11, 2021, as presented.

<u>In Favor</u> Opposed

Mayor Pankiw Councillor Coulthard Councillor Curle Councillor Payson Councillor Rondeel

CARRIED

# 4. Public Hearings 4.1

# 4.1 Public Hearings – None

# <u>5.</u> Delegations

# 5.1 Delegations – None

TOWN COUNCIL

REGULAR COUNCIL MINUTES

May 11, 2021

6. Bylaws

#### 6.1 Bylaws 982/21 Amendment to Land Use Bylaw 917/16

#### Motion 141/21

Moved by Councillor Bill Coulthard to give first reading of Bylaw 982/21 Amendment to Land Use Bylaw 917/16.

<u>In Favor</u> <u>Opposed</u>

Mayor Pankiw Councillor Coulthard Councillor Curle Councillor Payson Councillor Rondeel

CARRIED

# Motion 142/21

Moved by Councillor Paul Payson to advertise Bylaw 982/21 Amendment to Land Use Bylaw 917/16 for two consecutive weeks in the Rimbey Review.

<u>In Favor</u> <u>Opposed</u>

Mayor Pankiw Councillor Coulthard Councillor Curle Councillor Payson Councillor Rondeel

CARRIED

#### Motion 143/21

Moved by Lana Curle to set a public hearing for Bylaw 982/21 Amendment to Land Use Bylaw 917/16 on June 22, 2021 at 5:00 pm.

<u>In Favor</u> <u>Opposed</u>

Mayor Pankiw Councillor Coulthard Councillor Curle Councillor Payson Councillor Rondeel

CARRIED

# 7. New and Unfinished Business

### 7.1 Recreation and Parks Month

# Motion 144/21

Moved by Councillor Gayle Rondeel to proclaim June of 2021 as Recreation and Parks Month in the Town of Rimbey.

<u>Opposed</u>

Mayor Pankiw Councillor Coulthard Councillor Curle Councillor Payson Councillor Rondeel

**CARRIED** 

REGULAR COUNCIL MINUTES

May 11, 2021

#### 7.2 56<sup>th</sup> Avenue Sanitary Sewer Improvements

#### Motion 145/21

Moved by Councillor Gayle Rondeel to increase the 2021 Capital Budget for the 56<sup>th</sup> Avenue Sanitary Sewer Improvements by \$55,000 to \$376,400 to include the additional scope of work with funding to come from MSI grant.

<u>Opposed</u>

Mayor Pankiw Councillor Coulthard Councillor Curle Councillor Payson Councillor Rondeel

CARRIED

#### Motion 146/21

Moved by Councillor Lana Curle to approve the recommendation from Tagish Engineering Ltd to award the contract of the 56<sup>th</sup> Ave Sanitary Sewer Improvements to 1998372 Alberta Ltd. (Elite Site Services), for the tendered price of \$338,218.65 including 5% GST.

<u>In Favor</u> <u>Opposed</u>

Mayor Pankiw Councillor Coulthard Councillor Curle Councillor Payson Councillor Rondeel

**CARRIED** 

# <u>8.</u> Reports

- 8.1 Department Reports
- 8.1.1 Chief Administrative Officer Report
- 8.1.2 Director of Finance Report
- 8.1.3 Director of Public Works Report
- 8.1.4 Director of Community Services Report
- 8.1.5 Development Officer Report

# Motion 147/21

Moved by Councillor Lana Curle to accept the department reports, as information.

<u>In Favor</u> <u>Opposed</u>

Mayor Pankiw Councillor Coulthard Councillor Curle Councillor Payson Councillor Rondeel

CARRIED

# 8.2 Boards/Committee Reports

# Motion 148/21

Moved by Councillor Lana Curle to accept the April 6, 2021 Bylaw Committee Minutes, as information.

<u>In Favor</u> <u>Opposed</u>

Mayor Pankiw Councillor Coulthard Councillor Curle Councillor Payson Councillor Rondeel

**CARRIED** 

TOWN COUNCIL REGULAR COUNCIL MINUTES May 11, 2021

- 8.3 Council Reports
- 8.3.1 Mayor Pankiw's Report
- 8.3.2 Councillor Coulthard's Report
- 8.3.3 Councillor Curle's Report
- 8.3.4 Councillor Payson's Report
- 8.3.5 Councillor Rondeel's Report

# Motion 149/21

Moved by Councillor Gayle Rondeel to accept the Council Reports, as presented.

In Favor

Opposed

Mayor Pankiw Councillor Coulthard Councillor Curle Councillor Payson Councillor Rondeel

**CARRIED** 

# <u>9.</u> Correspondence <u>9.1 Correspondence</u>

#### Motion 150/21

Moved by Councillor Lana Curle to accept the correspondence from Blaine Calkins, MP, as information.

<u>In Favor</u> Opposed

Mayor Pankiw
Councillor Coulthard
Councillor Curle
Councillor Payson
Councillor Rondeel

CARRIED

- 10 Open Forum 10.1 Open Forum
- <u>11</u>. Closed Session <u>11.1 Closed Session None</u>
- <u>12</u>. Adjournment <u>12.1 Adjournment</u>

# Motion 151/21

Moved by Councillor Bill Coulthard to adjourn the meeting.

<u>In Favor</u> <u>Opposed</u>

Mayor Pankiw Councillor Coulthard Councillor Curle Councillor Payson Councillor Rondeel

CARRIED

Time of Adjournment: 5:28 PM.

MAYOR RICK PANKIW



Council Agenda Item	7.1	
Council Meeting Date	June 8, 2021	
Subject	35 <sup>th</sup> Avenue Upgrade	
For Public Agenda	Public Information	
Background	The residents of 35 <sup>th</sup> Avenue have requested an upgrade Town has used this product in the past on 43 <sup>rd</sup> Street.	e of the road using SB90. The
Discussion	The cost to upgrade the road using SB90 is estimated t affected lots in this subdivision.	to be \$30,000. There are 13
	Funding for this project would come from Road Reserve Road Reserves after this project would be \$209,337.00	es. The remaining balance in
Financial Implications	As above.	
Attachments	Request letter from Dale and Wanda McNaught.	
Recommendation	Administration recommends Council approve the upgrade of 35 <sup>th</sup> avenue using SB90 with funding to come from Road Reserves.	
Prepared By:		
. ,	Lori Hillis	June 2, 2021
	Lori Hillis, CPA, CA Chief Administrative Officer	Date
Endorsed By:	Lori Hillis	
	Lori Hillis, CPA, CA Chief Administrative Officer	

# Dale and Wanda McNaught

Rimbey, AB T0C 2J0

May 25, 2021

Town of Rimbey Box 350 Rimbey, AB T0C 2J0

Attention: Mayor Rick Pankiw

**Town Council** 

This letter is a formal request to have a cold mix product applied on 35th Avenue. There have been other requests made over the past years but nothing has ever been done other than gravel which just disappears and we are left with a sloppy mess every time there is any moisture. We get very little service on our road and we have 8 homeowners who travel it frequently.

We respectfully request that Council approve a cold mix solution, like was put on 43rd Street, for our problem. Below, please find a few of the neighbours who are and will be affected by this request.

We patiently await your decision.

Thank you for your time and attention to this matter.

Dale and/or Wanda McNaught

Dennis and/or Darlene Dillman

Denvis Colene

Phil and/or Mandy Swanson

Reid and/or Nicole Hunter

Gerry Varty

Dan and/or Carla Garland

RECEIVED

MAY 2 6 2021

TOWN OF RIMBEY



Council Agenda Item	7.2	
Council Meeting Date	June 8, 2021	
Subject	Vern Poffenroth Memorial Arena Concession Lease	
For Public Agenda	Public Information	
Background	The 2 year lease has expired and the current contractors are not renewing their option of an additional 2 years.  The lease agreement was advertised and 1 application was received to take over the concession lease at the arena.	
Discussion	Jolene Frew submitted her letter of interest in operate Poffenroth Memorial Arena. She currently operates to Red Deer and the other in Lacombe.  Jolene lives in the area and would like to be involved home.	two arena concessions: one in
Financial Implications	Monthly lease fee	
Attachments	<ul> <li>Letter of interest from Jolene Frew</li> <li>Arena Concession Lease Template</li> </ul>	
Recommendation	Administration recommends Council award the Ver concession contract to Jolene Frew.	n Poffenroth Memorial Arena
Prepared By:		
	Cindy Bowie  Cindy Bowie  Director of Community Services	— <u>June 2, 2021</u> Date
Endorsed By:	Lori Hillis	
	Lori Hillis, CPA, CA Chief Administrative Officer  June 2, 2021 Date	

#### recreation

From:

JOLENE FREW

Sent:

May 2, 2021 11:04 AM

To:

recreation

Subject:

Letter of interest

Follow Up Flag:

Follow up

Flag Status:

Flagged

# Hello to whom this may concern

Please consider this my letter of interest for the Ad of the Rimeby Peter Lougheed arena concession. I have owned and operated Jolenes Corner located in the Kinman twin arena in Red Deer for the past 8 years. I have my food safe certificate

I also opened Jos Corner located at the Gary Moe arena located in Lacombe for the past 5 years. I'm a hands on owner that does split my time between all my locations. With Rimeby being my boys home arena I would love the opportunity to be more involved in the community and closer to home.

My hours would be Mon-Fri 330pm-7pm (hours depending on events) Sat-Sun 8am-9pm (hours depending on events)

#### Menu

Bacon & Eggers \$5.00 Pancakes \$5.00 Toast \$3.00 Cinnamon toast \$3.50 Muffins/baking \$2.50

Taco in a bag \$6.50
Burger \$5.00
Chesse Burger \$5.50
Fries sm \$3.00
Med \$4.00
Gravy \$1.00
Poutine \$6.00
Chicken strip&fries \$7.50
Sandwiches \$6.50
Soup/Chili \$5.00

Chips \$2.00
Jerky \$2.00
Candy bags \$2.00
Pop corn \$2.00
Tic tacs other candy Depending on candy

Coffee & tea \$2.00 Hot chocolate/cap \$2.50 Pop \$2.00 Gatorade \$3.00 Slurpees \$2.50

All items and prices are subject to change.

Thank you for your time and consideration Jolene Frew

Get Outlook for Android

#### Vern Poffenroth Memorial Arena Concession Lease

This agreement made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between:

### The Town of Rimbey

(referred to as "the Town" in this agreement)

AND

(referred to as "the Lessee" in this agreement)

WHEREAS the Town is the owner of the facility known as the Vern Poffenroth

Memorial Arena located at 5109 54 Street in Rimbey, Alberta

AND WHEREAS the Lessee by this Agreement hereby agrees to operate and manage

a concession in the Vern Poffenroth Memorial Arena:

#### THE PARTIES HERETO MUTUALLY AGREE AND COVENANT AS FOLLOWS:

- 1. That the Lessee shall have the exclusive right to operate the concession in the Vern Poffenroth Memorial Arena from September 1<sup>st</sup>, 2021 to April 30<sup>th</sup>, 2023. Provisions for renewal for 2 more years may be applied dependent on the Town's determination of satisfactory performance on the part of the Lessee.
- 2. The Town agrees to lease the concession facility to the Lessee during the terms of this agreement from September 1<sup>st</sup>, 2021 to April 30<sup>th</sup>, 2023, based on the following terms and conditions:
  - a) Rent shall be \$700.00 plus GST per month for the "Peak Season" (September 1 to March 31) and \$100 plus GST per month for the "Off Season" (April 1 to August 31) to be made at the beginning of each month.
  - b) Rental payments may be made through presentation of post-dated cheques for each month prior to the start of each season for the duration of the lease or paid per month. Any problems with insufficient funds may result in termination of the lease.
  - c) A Damage Deposit of \$500.00 must be paid when the Concession Lease is signed. If the Concession is clean, tidy and damage free after the lease term is completed and approved by the Director of Community Services, the deposit will be refunded.
  - d) The concession shall be opened and operated for all activities in the Vern Poffenroth Memorial Arena. The Lessee may adjust the hours of operation of the concession as required, with consent from the Director of Community Services.
  - e) The menu of items to be sold at the concession and the prices to be charged

- for the said items are to be agreed upon in advance by the Director of Community Services and the Lessee, and any changes in the menu or prices must first be approved by the Director of Community Services.
- f) The Lessee will at all times keep the Vern Poffenroth Memorial Arena Concession in a clean, safe and sanitary condition during the continuance and termination of this agreement.
- g) The Lessee will maintain a clean and neat appearance in the areas surrounding the concession.
- h) The Lessee will be responsible for the purchasing and receiving of all goods and services necessary to operate the concession during the term of this agreement.
- i) The Lessee agrees to use the facility and equipment within the Vern Poffenroth Memorial Arena Concession for purposes of providing concession items for activities taking place in the Vern Poffenroth Memorial Arena only.
- j) The Lessee shall obtain written approval from the Director of Community Services before making any physical additions or alterations to the concession premises.
- k) The Lessee shall be responsible for the advertising of concession services and prices and shall not place any advertisement, sign or notice on any part of the outside of the concession premises unless approval is obtained from the Director of Community Services.
- The Lessee shall notify the Director of Community Services immediately of any accident, defect, or failure in any of the Town owned equipment in the concession, or the supply of utilities such as gas, water or electricity.
- m) The Lessee shall be responsible for the hiring, training and dismissal of all concession staff. At least 1 employee of every shift must have a Food Safety Certificate.
- n) The Lessee shall deposit all grease from the concession in containers, provided at the Lessee's expense, and dispose of these grease containers in accordance with the Food & Health Act and Occupational Health & Safety Act.
- o) The Lessee will indemnify and save harmless the Town, from any and all suits, claims, demands and actions of any kind or nature to which the Town shall or may become liable for or suffer by reason of any breach, violation or failure of performance by the Lessee. This includes any injury occasioned to or suffered by any person or persons or any property by reason of any wrongful act, neglect or default on the part of the Lessee or any of their principal agents and employees.
- 3. Recreation staff shall have access to the Vern Poffenroth Memorial Arena Concession as required.

- 4. The Town shall be at liberty to conduct construction on the concession, to alter its location, make additions to the equipment in the concession or to remove equipment, owned by the Town, from the concession and the Lessee shall not be entitled to any compensation from the Town.
- 5. The Town shall be responsible for all repairs required due to regular wear and tear of Town owned equipment. Any repairs caused by the negligence of the Lessee or their staff shall be the responsibility of the Lessee.
- 6. The Lessee agrees to accept the concession with the following equipment;
  - a) Concession Booth situated in the Vern Poffenroth Memorial Arena.
  - b) Kitchen, complete with shelves and a sink.
  - c) Four residential deep-freezers.
  - d) Fire extinguisher system.
  - e) Grill, complete with overhead hood.
  - f) Two deep fryers.
  - g) Pop cooler on loan from Pepsi-Cola Bottling Group.
  - h) One residential stove
  - i) One residential fridge
  - i) One 4' sandwich prep table
  - k) One microwave
  - I) Bunn Coffee Brewer
  - m) Hot Chocolate/cap/fr Machine
  - n) Two Hot Dog machines
  - o) Small Ice Cream Freezer
  - p) Two Candy Display Racks

Any additional equipment may be supplied by the Lessee.

- 7. The Lessee must obtain a Food Handling Permit from public health and a Town business license.
- 8. The Lessee shall comply with the Workers' Compensation Act when the Act applies and shall deliver to the Town certification from the Workers' Compensation Board showing the Lessee is registered and is in good standing with the Board and the Lessee shall provide its Workers' Compensation number to the Town.
- 9. The Lessee shall at its sole cost and expense place and maintain, during the Term of this Agreement, the following insurance:
  - a. Insurance against loss or damage by fire and such additional perils as they are defined in a standard fire insurance contract on all tenants improvements, furnishings, property, equipment and contents owned by the Lessee;
  - b. Comprehensive General Liability insurance protecting and indemnifying the Lessee and Town against any and all claims for injury or damage to person

- or property or for loss of life occurring upon, in or about the Leased Premises, for an amount of not less than \$5,000,000.00 and which policy shall name the Town as an Additional Insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Town 30 days prior written notice.
- c. Indemnify and save harmless the Town against all liabilities, damages, claims or expenses arising out of any act or neglect of the Lessee or its employees, agents, invitees or licenses in or about the demised premises, or arising out of any breach, violation or non-performance by the Lessee of any of the provisions of this lease, including liabilities, injuries or damage to the persons or property of the Lessee's employees, agents, invitees or licenses.
- d. The Lessee shall provide certification of this insurance to the Town prior to October 1<sup>st</sup> of each year.
- 10. In the event of the Lessee not properly and satisfactorily performing the covenants duties and stipulations herein contained and provided for, the Town may terminate this contract by giving thirty (30) days written notice by Registered Mail.
- 11. The Town may delegate any duties, powers or functions relating to the terms of this agreement to any employee or employees of the Town. The representative of the Town for the purpose of this agreement is the Director of Community Services. The Lessee is an independent contractor and shall not be deemed an employee or agent of the Town.
- 12. The Lessee shall not assign this agreement without prior consent of the Town.

*IN WITNESS WHEREOF* the parties have hereunto set their hands and seals the day and year first above written.

Witness	Lessee
Witness	Mayor Rick Pankiw
Witness	Chief Administrative Officer Lori Hillis



Council Agenda Item	7.3	
Council Meeting Date	June 8, 2021	
Subject	National Drowning Prevention Week – July 18-24, 2021	
For Public Agenda	Public Information	
Background	Administration received an email from Lifesaving Society to request that Council proclaim July 18-24, 2021 as National Drowning Prevention Week in the Town of Rimbey.	
Attachments	Letter from Kelly Carter from Lifesaving Society.	
Recommendation	Administration recommends a motion to proclaim July 18-24, 2021 as National Drowning Prevention Week in the Town of Rimbey.	
Prepared By:	Lori Killis	
	Lori Hillis, CPA, CA Chief Administrative Officer  May 31, 2021 Date	
Endorsed By:	Lori Hillis	
	May 31, 2021	
	Lori Hillis, CPA, CA Date Chief Administrative Officer	

# **Bonnie Rybak**

From:

Lifesaving Society <experts@lifesaving.org>

Sent:

Friday, May 28, 2021 2:44 PM

To:

Kathy

Subject:

Proclamation Request- National Drowning Prevention Week



The Lifeguarding Experts

May 28, 2021

Mayor Rick Pankiw Town of Rimbey PO Box 350 Rimbey, AB T0C 2J0

Dear Mayor,

We are excited to announce the United Nations has adopted a Resolution on Drowning Prevention, of which Canada was a co-sponsor and lead supporter. This Resolution will not only bring more awareness to this preventable problem, but urgency for stakeholders to act. This will include policy development, research and support for community-based drowning prevention action.

Canada faces a major problem – and a preventable one: over 400 people die every year from drowning. On behalf of the Lifesaving Society Alberta and Northwest Territories Branch, I am writing to ask that you proclaim July 18-24, 2021 as NATIONAL DROWNING PREVENTION WEEK in the Town of Rimbey.

The Lifesaving Society is a national, charitable organization working to prevent drowning and reduce water-related injury through our training programs, Water Smart® public education, drowning research and aquatic safety standards. The Lifesaving Society also certifies Canada's National Lifeguards.

National Drowning Prevention Week is one of the Society's leading public education initiatives, with events taking place across the country to focus media and community attention on the drowning problem and drowning prevention. During this week, the Society urges individuals to:

- Supervise children in and around the water.
- Refrain from behaviors that may result in intoxication while participating in aquatic activities.
- Wear a lifejacket when boating.

If every Canadian followed these steps, we could greatly reduce Canada's drowning rate.

A proclamation from the Town of Rimbey would give greater exposure of our lifesaving efforts to the residents of the Town of Rimbey. I hope you will consider our request. A template can be found here: Proclamation Template 2021

If you have any questions or would like to submit a proclamation, please contact our Drowning Prevention Coordinator at kelseyl@lifesaving.org.

Sincerely,

Kelly Carter

Chief Executive Officer





#### **Kelsey Lalonde**

**Drowning Prevention Coordinator** 

Lifesaving Society Alberta and Northwest Territories

13123-156 Street | Edmonton, AB | T5V 1V2 | Canada

Tel: 780 415 1755 | Fax: 780 427 9334

E-mail: kelseyl@lifesaving.org | Web: www.lifesaving.org

# Canada's Drowning Prevention Charity



# NATIONAL DROWNING PREVENTION WEEK PROCLAMATION 2021

WHEREAS the mission of the Lifesaving Society Canada is to prevent drowning throughout this great country, and even one drowning in [province/territory] is one too many; and

WHEREAS most drownings are preventable in a Water Smart community, and only through Water Smart education and a healthy respect for the potential danger that any body of water may present can we genuinely enjoy the beauty and recreation opportunities offered by these bodies of water; and

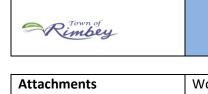
WHEREAS the Lifesaving Society urges Canadians and residents of [city/municipality/province] to supervise children who are in and around the water, to refrain from drinking alcoholic beverages while participating in aquatic activities, and to always wear a lifejacket when boating; and

WHEREAS the Lifesaving Society Canada has declared July 18<sup>th</sup>-24<sup>th</sup>, 2021 National Drowning Prevention Week to focus on the drowning problem and the hundreds of lives that could be saved this year.

THEREFORE, BE IT RESOLVED THAT, I, [Name and Title] do hereby proclaim July 18<sup>th</sup> – 24<sup>th</sup>, 2021 **NATIONAL DROWNING PREVENTION WEEK** in [city/municipality/province] and do commend its thoughtful recognition to all citizens of our [city/municipality/province].



Council Agenda Item	7.4
Council Meeting Date	June 8, 2021
Subject	2021 Municipal Election – Wolf Creek School Division No. 72
For Public Agenda	Public Information
Background	A letter received from the Wolf Creek Public Schools requesting to hold a joint election on October 18, 2021, as they have in previous municipal elections.
Discussion	The Local Authorities Election Act allows, by resolution, an elected authority to enter into an agreement with one or more elected authorities in the same area for the conduct of an election.  Joint elections
	2(1) An elected authority may hold an election separately or in conjunction with another elected authority in the same area.  (2) An elected authority may by resolution enter into an agreement with one or more elected authorities in the same area for the conduct of an election.  (3) The agreement referred to in subsection (2) must state which elected authority is responsible for the conduct of the election, and that elected authority must ensure that the procedures prescribed under this Act for holding an election are complied with, including procedures in respect of the retention and destruction of election materials.  (4) The elected authority that is responsible for the conduct of the election under an agreement referred to in subsection (2) has all the rights, powers and duties of the elected authorities that have entered into that agreement respecting the conduct of the election in the area to which the agreement applies, including the power to pass bylaws and resolutions but not the power to pass bylaws under section 27.
	In 2017, the Town of Rimbey and Wolf Creek School Division No. 72 entered into an agreement for election services.
	An agreement has been prepared. It is exactly the same as in previous years with only the dates, times and locations being updated for 2021.
Relevant Policy/Legislation	Local Authorities Election Act s2(1)(2)
Financial Implications	As per the agreement



Attachments	Wolf Creek Public Schools Letter of Request	
	Town of Rimbey/Wolf Creek School Division	No. 72 Agreement.
Recommendation	Administration recommends Council enter into an agreement with Wolf Creek School Division No. 72 to provide elections services during the 2021 Municipal Election.	
Prepared By:	Bannie Rybak	
		<u>June 1, 2021</u>
	Bonnie Rybak Returning Officer	Date
Endorsed By:	Lori Hillis	
	0 (100	June 1, 2021
	Lori Hillis, CPA, CA Chief Administrative Officer	Date



6000 Highway 2A Ponoka, Alberta T4J 1P6

Phone(403) 783-3473 Fax (403) 783-3483

Departmental Faxes
Facilities & Transportation

(403) 783-3155 Inclusive Learning Services (403) 783-3140

# Wolf Creek Public Schools

April 20, 2021

Town of Rimbey Box 350 Rimbey, Alberta T0C 2J0 Attention : Bonnie Rybak

Dear Ms. Rybak

The Wolf Creek School Division is interested in a partnership with the Town of Rimbey to facilitate the election for the Wolf Creek School Division Ward C for the residents of the Town of Rimbey. In addition, the Ponoka County has indicated that they do not wish to partner with our School Jurisdiction for the election so we were wondering if you would be willing to also be a polling station for the Ponoka County residents in Ward C.

I have attached the agreement for the partnership that has been utilized in the past. If your decision is to just facilitate the election for residents of the municipality please sign two copies and return to myself for completion. We will return one signed copy for your records.

If you should be agreeable to facilitating for residents of the Ponoka County that reside in Ward C we can change the agreement to reflect that. I have also attached a copy of the revised Ward Map for The Wolf Creek School Division.

Thank you for your consideration of this matter.

Yours very truly,

Roger Hall

Secretary-Treasurer



www.wolfcreek.ab.ca

	THIS AGREEMENT entered into this _	day of	, 2021.
BETWEEN:			

#### **Town of Rimbey**

Being a municipal corporation incorporated pursuant to the provisions of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26. (the "Municipality")

AND:

#### The Wolf Creek School Division

Being a School Division established pursuant to the laws of the Province of Alberta (the "School Division")

#### **ELECTION SERVICES AGREEMENT**

WHEREAS the General Election will be held on October 18, 2021 (the "Election");

**AND WHEREAS** Ward "C" of the School Division is located within the boundaries of the Municipality (the "Ward");

**AND WHEREAS** Section 3 of the *Local Authorities Election Act*, R.S.A. 2000 Chapter L-21, as amended, authorizes elected authorities to enter into an agreement for a joint election;

**AND WHEREAS** the School Division requires the Services of the Municipality for the purpose of handling the School Division election on October 18, 2021 for the Ward, as outlined in the attached Schedule "A" (the "Election Services");

**AND WHEREAS** the Municipality agrees to provide such Election Services to the School Division with respect to the Ward pursuant to the terms of this Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the covenants and other good and valuable consideration herein contained, the parties hereto agree as follows:

#### 1. Preamble and Schedules

- 1.1. The Parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that the same and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement:
  - 1.1.1. Schedule "A" Election Services

#### 2. Fees

- 2.1. Subject to Paragraphs 2.2 and 2.3, the parties agree that the School Division will pay the Municipality 50% of the actual costs of the Election as it pertains to the Ward upon being presented with an invoice by the Municipality with supporting documentation evidencing the actual costs of staffing, Election supplies, facility rentals and all other costs relating to the Election as it pertains to the Ward.
- 2.2. In the event that the Municipality is not required to hold an Election, the School Division will pay the entire actual costs of the Election upon being presented with an invoice by the Municipality with supporting documentation evidencing the actual costs of staffing, Election supplies, facility rentals and all other costs relating to the Election.
- 2.3. In the event that the School Division is not required to hold an Election for any Ward then the parties are relieved of all obligations under this Agreement as it pertains to that Ward. The School Division shall notify the Municipality in writing no later than September 21, 2021 if it is not required to hold an Election in the Ward(s) indicated in this agreement.

#### 3. <u>Municipality's Responsibilities</u>

- 3.1. The Municipality shall:
  - 3.1.1. provide the Election Services as set out in Schedule "A to the School Division for the Election relating to the Ward,
  - 3.1.2. perform the Election Services in accordance with the *Local Authorities Election Act*, R.S.A. 2000, c. L-21 as well as the Municipality's bylaws, policies and standards in relation to the Election Services.
  - 3.1.3. appoint a Returning Officer for the purposes of providing the Election Services to the School Division (the "Returning Officer"),
  - 3.1.4. issue an invoice to the School Division for the Fees within 30 days of the Election.

#### 4. School Division's Obligations

- 4.1. The School Division shall:
  - 4.1.1. appoint the Returning Officer as being the returning officer for the purpose of being responsible for providing the Election Services in relation to the Ward,
  - 4.1.2. give notice of nomination for school trustees in relation to the Ward,
  - 4.1.3. receive trustee nominations at the local Ward office,
  - 4.1.4. give notice of the Election in relation to the Ward,
  - 4.1.5. provide all required advertising of the Election as it pertains to the Ward,
  - 4.1.6. provide the Municipality with a sufficient number of ballots for the Election as it pertains to the Ward,
  - 4.1.7. pick up the sealed trustee ballot boxes and ballot accounts from the voting stations after the close of the voting stations on the Election day,
  - 4.1.8. declare the result of the Election for the School Division, and

- 4.1.9. retain and subsequently destroy the trustee ballot boxes in relation to the Ward,
  - all in accordance with the Local Authorities Election Act, R.S.A. 2000, Chapter L-21.
- 4.2. The School Division shall pay the fees to the Municipality within thirty (30) days of receipt of the Municipality's invoice. Any amount not paid within thirty (30) days shall incur interest at the rate established in the Municipality's Master Rates Bylaw.

#### 5. <u>Termination</u>

- 5.1. Subject to the earlier termination in accordance with the provisions of this Agreement, this Agreement shall terminate upon the successful completion of the October 18, 2021 Election.
- 5.2. Either party may terminate this Agreement at any time and for any reason upon providing the other party with ten (10) days' advance written notice of its intention to terminate this Agreement.
- 5.3. Upon termination of this Agreement as set forth in Paragraphs 5.1 or 5.2, neither party shall have any further claims against, or be entitled to any further remuneration or compensation from the terminating party.

#### 6. <u>Liability and Indemnity</u>

- 6.1. The parties agree that Election Services provided under this Agreement by the Municipality are solely at the request of and for the benefit of the School Division. Accordingly, the parties agree that all risk and liability, of whatever nature and kind, arising directly or indirectly out of the provision of the Election Services by the Municipality to the School Division shall be borne by the School Division including but not limited to any risk and liability relating directly or indirectly, to a judicial recount, ballot inspection, controverted election, invalid election, and any and all manner of legal proceedings brought pursuant to the *Local Authorities Election Act*, R.S.A. 2000 Chapter L-21, other statute or the common law, including but not limited to any costs incurred by the Municipality or School Division or awarded against the Municipality or School Division as result of legal proceedings brought pursuant to the *Local Authorities Election Act*, R.S.A. 2000 Chapter L-21, other statute or common law, including the costs of producing election materials, legal costs calculated on a solicitor and his own client basis (both as may be incurred by and awarded against the Municipality and the School Division) and the cost of holding a new election.
- 6.2. The School Division agrees that neither the Returning Officer nor the Municipality or any of its elected officials, officials, officers, employees, volunteers, representatives, contractors, insurers or agents or anyone else engaged by or on behalf of the Municipality in the delivery or performance of Election Services under this Agreement shall be liable for the manner in which the Election Services were provided including, but not limited to, negligence in the provision of the Election Services or failure to adhere to the provisions of the Local Authorities Election Act, R.S.A. 2000 Chapter L-21. The School Division hereby releases the Returning Officer, the Municipality, its elected officials, officials, officers, employees, volunteers, representatives, contractors, insurers and agents and anyone else engaged by or on behalf of the Municipality in the delivery of or performance of Election Services under this Agreement from any and all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon the provision of, the manner of provision of, or any failure to provide Election Services under or attributable to this Agreement including negligence in providing Election Services under this Agreement or failure to adhere to the provisions of the Local Authorities Election Act, R.S.A. 2000 Chapter L-21, including but not limited to any claims, demands, loss, costs, damages, actions, suits or other proceedings whatsoever relating, directly or indirectly, to a judicial recount, ballot inspection, controverted election, invalid election and any and all manner of legal proceedings brought

- pursuant to the *Local Authorities Election Act*, R.S.A. 2000 Chapter L-21, other statute or common law, including but not limited to the costs of producing election materials, legal costs calculated on a solicitor and his own client basis (both as may be incurred by and awarded against the Municipality and the School Division) and the cost of holding a new election.
- 6.3. The School Division agrees to indemnify and save harmless the Returning Officer, the Municipality, its elected officials, officials, officers, employees, volunteers, representatives, contractors, insurers or agents and anyone else engaged by or on behalf of the Municipality in the performance of Election Services under this Agreement from and against all claims, demands, loss, costs (including legal costs on a solicitor and his own client basis incurred by or awarded against the Municipality), damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to this Agreement or any action taken or not done, including any negligent action, under this Agreement or failure to adhere to the provisions of the Local Authorities Election Act, R.S.A. 2000 Chapter L-21, or any loss, cost, or damage resulting from the provision of Election Services under this Agreement including but not limited to any matters relating, directly or indirectly, to a judicial recount, ballot inspection, controverted election, invalid election and any manner of legal proceedings brought pursuant to the Local Authorities Election Act, R.S.A. 2000 Chapter L-21, other statute or common law, including but not limited to the costs of producing election materials, legal costs calculated on a solicitor and his own client basis (both as may be incurred by and awarded against the Municipality and the School Division) and the cost of holding a new election.
- 6.4. The School Division shall have the obligation to defend with all due diligence, at its sole cost, all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to this Agreement or any action taken or not done under this Agreement arising from the provision of Election Services by the Municipality under this Agreement including but not limited to any matters relating, directly or indirectly, to a judicial recount, ballot inspection, controverted election, invalid election and any and all manner of legal proceedings brought pursuant to the *Local Authorities Election Act*, R.S.A. 2000 Chapter L-21, other statute or common law (collectively referred to as the "Claim").
- 6.5. If any Claim is threatened, asserted, suggested, filed, brought or commenced against the Municipality, the Returning Officer or any of the Municipality's elected officials, officials, officers, employees, volunteers, representatives, contractors, insurers, agents or anyone else engaged by or on behalf of the Municipality (the "Municipality Group") in the performance of Election Services under this Agreement relating to any of the matters for which the Municipality Group is indemnified hereunder, the Municipality shall notify the School Division in writing thereof, and the School Division shall promptly assume the legal representation and defence thereof, including the employment of legal counsel acceptable to the Municipality to represent the interests of the Municipality Group in any such Court proceedings including any appeals, arbitration, and in the negotiation of any settlement, whether such negotiation is direct, facilitated or occurs through mediation. Any failure of the Municipality to notify the School Division of such Claim shall not impair or reduce the obligations of the School Division hereunder. The Municipality Group shall have the right, at the sole expense of the School Division (which expense shall be included in the indemnified claims), to employ separate legal counsel in connection with any Claim and to participate independently in the defence thereof. If the School Division fails to discharge or undertake to defend the Municipality Group against any Claim, the Municipality Group, at its sole option and election, may defend or settle such Claim at the sole expense of the School Division. In the event that the School Division fail to discharge or undertake to defend any Claim, the liability of the School Division to the Municipality Group hereunder shall be conclusively established by any settlement entered into by the Municipality Group in good faith, such good faith shall be conclusively established if the settlement is made on the advice of independent legal counsel for the Municipality Group.

The amount of the Claims for which the Municipality Group is entitled to indemnity hereunder shall include any amount paid through arbitration proceedings or settlement negotiations and full indemnity of all costs and expenses relating thereto (including legal fees on a full indemnity basis).

- 6.6. The School Division shall not, without the prior written consent of the Municipality Group, settle or compromise any Claim or consent to the entry of any judgment (i) in which the claimant or plaintiff does not unconditionally release the Municipality Group from all liability in respect of such Claim and a dismissal of such Claim with prejudice, or (ii) that may adversely affect (as determined by the Municipality) the Municipality Group or obligate the Municipality Group to pay any sum or perform any obligation.
- 6.7. The School Division shall pay to the Municipality the amount of all Claims within ten (10) days after written notice from the Municipality itemizing the amounts thereof incurred by the Municipality to the date of such notice without waiting for the final determination of any such Claim. Any such amounts not paid within such ten (10) day period shall bear interest at the interest rate established in the Municipality's Master Rates Bylaw from the date incurred until paid in full.
- 6.8. During the term of this Agreement, the School Division shall, at its own expense, maintain or have maintained with insurers allowed by the laws of the Province of Alberta to issue insurance policies in Alberta and in forms satisfactory to the Municipality and its insurers, acting reasonably, insurance in a form satisfactory to satisfy the School Division's obligations to the Municipality under this Agreement in an amount of not less than TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) DOLLARS for any one occurrence.
- 6.9. Prior to September 20, 2021, the School Division shall provide to the Municipality documentary evidence of such insurance. Failure for any reason of the School Division to furnish or have furnished such evidence may be considered a breach of this Agreement allowing the Municipality, at its sole option, the right to terminate the Agreement immediately.
- 6.10. The indemnity set out in this Part shall include any claim, demand, loss, cost, damage, action or suit that is not covered by insurance or, if insured, is under insured.
- 6.11. The Provisions of Section 6 of this Agreement are in addition to and shall not prejudice any other rights of the Municipality at law or in equity.
- 6.12. The School Division's obligations under this Part shall survive the termination of this Agreement for any reason whatsoever, and shall remain binding on the School Division until all such obligations are satisfied in full.

#### 7. <u>Miscellaneous</u>

- 7.1. The Municipality is an independent contractor and shall not be deemed to be a servant, employee, or agent of the School Division.
- 7.2. The terms contained within this Agreement, including any recital and any Schedules attached hereto, shall constitute the entire agreement between the parties. Words within this Agreement importing number or gender shall be construed in grammatical conformance with the context or the party or parties in reference. Any term or provision of this Agreement which is found to be invalid or unenforceable shall be severed from the balance of the document, and shall not affect the enforceability of the remainder of this Agreement.
- 7.3. Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:

- 7.3.1. personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid; or
- 7.3.2. by telecopier or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
  - 7.3.2.1. upon transmission with answerback confirmation if received within the normal working hours of the business day; or
  - 7.3.2.2. at the commencement of the next ensuing business day following transmission with answer back confirmation thereof; or
- 7.3.3. by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received seventytwo (72) hours after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

Except as herein otherwise provided, Notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, or three (3) days after the same has been mailed in a prepaid envelope by double registered mail to:

# To the Municipality:

Town of Rimbey Box 350 Rimbey, AB T0C 2J0

Via Fax: 403-843-6599 Phone: 403-843-2113

Attention: Chief Administrative Officer

#### To the School Division:

Wolf Creek Public Schools 6000 Highway 2A Ponoka, AB T4J 1P6

Via Fax: 403-783-3483 Phone: 403-783-3473

# Attention: Secretary-Treasurer

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

7.4. This Agreement is not assignable, either in whole or in part, without the assigning Party having obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld.

- 7.5. Any term or condition of this Agreement may be amended or added by exchange of letters signifying mutual agreement between the parties to amend or add such term and condition and all other terms and conditions of this Agreement shall remain unchanged.
- 7.6. If either party shall be prevented or delayed from performing any of its obligations hereunder by reason of any act of God or nature, the Queen's enemies, strike, threat of imminent strike, lock-out, fire, flood, war, insurrection or mob violence, requirement or regulation of government (including complete or partial road ban) or any disabling cause beyond the control of such party or which cannot be overcome by the means normally employed in the performance of such obligations, then, and in such event, failure to perform shall not be deemed a breach of this Agreement but performance of the aforesaid obligations of the parties hereto under this Agreement shall be suspended during such period.
- 7.7. This Agreement shall be governed by the laws of the Province of Alberta.
- 7.8. This agreement shall enure to the benefit of and be binding upon the Parties hereto, their heirs, executors, successors, and assigns.

**IN WITNESS WHEREOF** the parties have hereunto affixed its seal as witnessed by the hands of its proper signing officers duly authorized in that behalf as of the day and year first above written.

The Board of Trustees of Wolf Creek School Division	Town of Rimbey
Per:	Per:
Per:	Per:

#### Schedule "A"

#### "Election Services"

- 1. The Municipality shall provide Election training sessions to individuals working at the voting stations in the Municipality prior to October 18, 2021.
- 2. The Municipality shall provide all necessary Election officials to conduct the Election in accordance with the *Local Authorities Election Act*, R.S.A. 2000, L-21, as amended.
- 3. The Municipality shall set up the following voting stations in the Municipality for the Election (the "Voting Stations"):
  - a. Advance Poll
  - b. Institutional Advance Poll
  - c. Election Day
- 4. The Municipality shall ensure that the Voting Stations comply with the requirements of the *Local Authorities Election Act*, R.S.A. 2000, L-21, as amended. In particular, the Municipality shall ensure that the Voting Stations are:
  - a. Furnished with one or more voting compartments arranged and that voting instructions are posted in each voting compartment;
  - b. Supplied with separate ballot boxes for the School Division Election;
  - Supplied with all necessary Election materials including a sufficient number of ballots for the School Division Election as provided by the School Division in accordance with Part 4 of this Agreement;
  - d. Open from 10 a.m. until 8 pm on October 18, 2021; and
  - e. Such other requirements as may be set out in the *Local Authorities Election Act*, R.S.A. 2000, L-21, as amended and regulations enacted thereunder.
- 5. The Municipality shall ensure that all ballots for the School Division Election are issued, collected, examined, counted and recorded in accordance with the *Local Authorities Election Act*, R.S.A. 2000. L-21. as amended.
- 6. The Municipality shall report the ballot counts for the trustees pertaining to the Ward to the School Division on Election day.
- 7. The Municipality shall release the sealed School Division Election trustee ballot boxes to the School Division after the completion of the Election.



Council Agenda Item	7.5
Council Meeting Date	June 8, 2021
Subject	2021 Municipal Election – Advance Vote
For Public Agenda	Public Information
Background	The General Municipal Election is Monday, October 18, 2021.
	The Local Authorities Election Act (LAEA) S. 73 provides for an advance vote.
	Advance Vote 73(1) Repealed 2020 c22 s11. (2) Subject to subsection (3), an elected authority may by resolution provide for holding an advance vote for an election. (3) Subject to subsections (4) and (7), a municipality having a population greater than 5000 must provide for holding an advance vote on  (a) the election of municipal councillors, including by-elections, and (b) the submission of a bylaw or question to electors under section 7. (5) No advance vote shall be held within 24 hours of election day. (6) The returning officer must determine the days and hours when the advance vote under subsection (2) or (3) is to be held.
Discussion	Duties of returning officer  14(1) In addition to performing the duties specified in this or any
	other Act, a returning officer shall  (a) appoint a presiding deputy, deputies, constables and other persons as required; (b) establish voting stations; (c) designate at least 2 deputies to work at each voting station, one of whom shall be designated as the presiding deputy, who is to be in charge of the voting station; (d) provide for the supply and delivery of ballots, ballot boxes, instructions to electors and other necessary supplies to all voting stations; (e) give notice of nominations; (f) receive and process nominations; (g) declare acclamations; (h) give notice of elections; (i) do all things necessary for the conduct of an election.  (2) A returning officer has all the duties and powers of a presiding deputy and deputy.  (3) A returning officer may delegate any of the returning officer's powers and duties to a constable, presiding deputy or deputy and may impose conditions and restrictions on the delegation.



Relevant Policy/Legislation	Local Authorities Election Act, current as of	January 1, 2021
Recommendation	The Returning Officer recommends Council pass a motion to provide for advance voting in the Town of Rimbey for the 2021 Municipal Election, providing any advance votes must not be held within 24 hours of election day and the Returning Officer shall determine the dates, times and locations of the advance voting.	
Prepared By:		
	Barrie Rybak	
	Bonnie Rybak Returning Officer	<u>June 1, 2021</u> Date
Endorsed By:		
	Lori Hillis	
		June 1, 2021
	Lori Hillis, CPA, CA Chief Administrative Officer	Date



Council Agenda Item	8.1	
Council Meeting Date	June 8, 2021	
Subject	Department Reports	
For Public Agenda	Public Information	
Background	Department managers supply a report to Council, bi monthly advising Council of the work progress for the time period.	
Discussion	8.1.1 Chief Administrative Officer Report 8.1.2 Director of Finance Report- Payables Listing	
Recommendation	Motion by Council to accept the department reports, as information.	
Prepared By:	<u> </u>	
	Lori Hillis, CPA, CA Chief Administrative Officer	<u>June 3, 2021</u> Date
Endorsed By:	Lori Hillis, CPA, CA Chief Administrative Officer	<u>June 3, 2021</u> Date

# CAO REPORT- COUNCIL AGENDA JUNE 8, 2021



# **Highlights**

# **COVID-19 Updates:**

Attended weekly virtual meetings with Dr. Deena Hinshaw regarding COVID-19 updates with municipalities.

#### **Tax Notices:**

- 2021 Tax Notices were mailed on May 12, 2021.

#### **Recreation:**

- Tentative pool opening on June 18, 2021
- Fitness Center opening on June 14, 2021

Lori Hillis Chief Administrative Officer Town of Rimbey AP5200 Page: 1

**Council Board Report** 

**Supplier**: 1020405 to ZIM1598

Include all Payment Types: Yes

1 GENERAL FUND

Fund:

- Rim

**Date Range:** 20-May-2021 to 31-May-2021

Total:

45,982.65

Sequence by: Cheque/EFT#
Fund No. Masked: Yes

, ,,				
Supplier Name	Chq./EFT#	Chq./EFT Date	Purpose Ar	mount Allocated to Fund
Accu-Flo Meter Service Ltd.	47270	27-May-2021	Accu-Flo - yearly renewal	2,625.00
AMSC Insurance Services Ltd.	47271	27-May-2021	AMSC Insurance - June/21 - mayor/coun	icil 39.04
Canadian Pacific Railway Company	47272	27-May-2021	Canadian Pacific Railway - Hoadley cros	sing 296.00
DOUGLAS,CRAIG	47273	27-May-2021	Craig Douglas - expense claim - EVOC C	Course 770.60
Imperial Esso Service (1971)	47274	27-May-2021	Imperial Esso - fuel - Unit #58 - PW	113.53
JO'S CORNER CONCESSION	47275	27-May-2021	Jo's Corner Concession - Deposit Refund	d 500.00
LOR-AL SPRINGS LTD.	47276	27-May-2021	Lor-Al Springs Ltd water	16.50
Municipal Property Consultants (2009) Ltd.	47277	27-May-2021	Municipal Prop. Consultants - June 2021	fee 3,578.35
Recycling Council Of Alberta	47278	27-May-2021	Recycling Council of Alberta - Membersh	ip Rene\ 160.00
RED FLAME INDUSTRIES INC	47279	27-May-2021	Red Flame Industries - inspection - Lift E	quip - P\ 364.88
Rimbey Implements Ltd.	47280	27-May-2021	Rimbey Implements - twine	38.71
True Way Tire Ltd.	47281	27-May-2021	True Way Tire - Toro - repairs	23.98
Uni First Canada Ltd.	47282	27-May-2021	UniFirst - coveralls/supplies	109.57
Vicinia Planning & Engagement Inc.	47283	27-May-2021	Vicinia - April 2021 fee	3,252.38
Wolseley Industrial Canada INC	47284	27-May-2021	Wolseley Industrial - pool - bleach	4,802.81
Olson,M. Kay	47285	31-May-2021	Refund on PT Account 000 - 11630	60.51
546667 Alberta Ltd.	47286	31-May-2021	Refund on PT Account 000 - 21040	3.42
Brix Construction Inc.	47287	31-May-2021	Refund on PT Account 000 - 16150	94.43
Brix Construction Inc.	47288	31-May-2021	Refund on PT Account 000 - 16140	36.72
Brix Construction Inc.	47289	31-May-2021	Refund on PT Account 000 - 10160	23.15
Canada Revenue Agency	00069-0001	27-May-2021	CRA - May 28/21 (May 9-22/21) biweekly	y payroll 15,705.01
LAPP	00069-0002	27-May-2021	LAPP - May 28/21 biweekly payroll (May	9-22/21) 11,075.09
Telus Communications Inc.	00069-0003	27-May-2021	Telus - May 10/21 - Beatty House	2,292.97



# **REQUEST FOR DECISION**

Council Agenda Item	8.2				
Council Meeting Date	June 8, 2021				
Subject	Boards/Committee Reports				
For Public Agenda	Public Information				
Background	Various Community Groups supply Minutes of their board meetings to Council for their information.				
Attachments	8.2.1 Rimbey FCSS/RCHHS Board Meeting Minutes of April 15, 2021				
Recommendation	Motion by Council to accept the Rimbey FCSS/RCHHS Board Meeting Minutes of April 15, 2021.				
Prepared By:	Lori Hillis	June 1, 2021			
	Lori Hillis, CPA, CA Chief Administrative Officer	Date			
Endorsed By:	Lori Hillis	June 1, 2021			
	Lori Hillis, CPA, CA Chief Administrative Officer	Date			

# Family and Community Support Services (FCSS) Rimbey Community Home Help Services (RCHHS) BOARD MEETING MINUTES

# April 15, 2021

10:00 a.m. Rimbey Provincial Building

PRESENT: N. Hartford, Chairperson

M. Josephison, Board Member I. Steeves, Vice Chairperson

K. Maconochie, Recording Secretary P.Makofka, Executive Director R. Schaff, Board Member - virtual B. Coulthard, Board Member D. Noble, Board Member F. Pilgrim, Board Member

REGRETS: G. Rondeel, Board Member

CALL TO ORDER

The meeting was called to Order by: N. Hartford at 10:10 a.m.

APPROVAL OF AGENDA

**21-04-01 MOTION:** By: M. Josephison: That the agenda is adopted with the following changes.

Under 9 Quality Improvement/Risk Management add:

9.2 Tablet Borrowing Agreement

Under 11 New Business add:

11.7 Surplus Equipment

11.8 Food Bank intake clerk

#### **CARRIED**

Declaration of Conflicts of Interest and Commitment (Real, Potential or Perceived)

A conflict of interest is defined as an actual or perceived interest by a staff or Board member in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain.

PREVIOUS MEETING MINUTES – March 18, 2021

**21-04-02 MOTION:** By: D. Noble: That the Minutes of the March 18, 2021 Board Meeting be adopted as presented.

#### **CARRIED**

- 5. BUSINESS ARISING FROM THE MINUTES none
- 6. OLD BUSINESS
  - 6.1 Alberta Critical Worker Benefit Application
    Application was sent in on time. Have not heard anything back yet.
  - 6.2 Contracted and Non-contracted COVID-19 funding Have not heard back as yet.

6.3 AHS Retro-billing

To be deposited into the RCHHS bank account on April 7, 2021.

6.4 Summer Students - Funding

As of April 13, 2021, still under assessment.

**21-04-03 MOTION:** By: B. Coulthard: To proceed with hiring 2 summer students for up to 16 weeks this summer.

Seconded by: I. Steeves

#### **CARRIED**

. 7. FINANCE

7.1 April 15, 2021 Finance Committee Meeting Highlights

**21-04-04 MOTION:** By: I. Steeves: That the Highlights of the April 15, 2021 Finance Committee Meeting be accepted as information.

#### **CARRIED**

- 8. WRITTEN REPORTS
  - 8.1 Monthly Board Reports
  - 8.2 Big Brothers Big Sisters 1st quarter
  - 8.3 Catholic Social Services 1st quarter

21-04-05 MOTION: By: D. Noble: To accept the Monthly Board Reports as information.

#### **CARRIED**

9. QUALITY IMPROVEMENT/RISK MANAGEMENT COMMITTEE

Next meeting: June 24, 2021 at 10:30 a.m.

9.1 Revised Policies

**21-04-06 MOTION:** By: F. pilgrim: That the following policies, Compassion Fund Guidelines and FCSS/RCHHS Organizational Flowchart be adopted and included in the policy manual.

- FCSS-0037.98 Exit Interviews
- FCSS-0042.94 Education Allowance Policy
- Compassion Fund Guideline Principles
- FCSS/RCHHS Organizational Flowchart

#### **CARRIED**

9.2 Tablet Borrowing Agreement

Tablets to be labelled as property of Rimbey FCSS and record serial number when signed out.

**21-04-07 MOTION:** By: F. Pilgrim: To waive the 50% deposit requirement to borrow FCSS equipment for those people borrowing tablets, that sign the agreements, if they are participating in FCSS programs.

Seconded by: B. Coulthard

#### **CARRIED**

#### 10. DIRECTOR'S REPORT

**21-04-08 MOTION:** By: R. Schaff: That the Director's Report is accepted as information.

#### **CARRIED**

#### 11. NEW BUSINESS

11.1 Reserve Fund

**21-04-09 MOTION:** By: M. Josephison: To accept the RCHHS Reserve Fund Allocations as presented and contribute \$277,500 into reserves.

Seconded by: I. Steeves

#### **CARRIED**

11.2 Community Health & Wellness Initiatives Looking into a program called "Drive Happiness".

**21-04-10 MOTION:** By: I. Steeves: To purchase up to \$2,500.00 worth of Nordic Walking Poles.

Seconded by: B. Coulthard

#### **CARRIED**

- 11.3 Accreditation 2021 Survey
- B. Soderberg joined the meeting at 11:15 a.m. and gave report to the Board about the planning and process for Accreditation that is scheduled to take place in October 2021. B. Soderberg left the meeting at 11:25 a.m.
- 11.4 Cultured Chef
- J. Costen joined the meeting at 11:25 a.m.to show a short video clip about the first Cultured Chef that was completed on the Philippines.
- 11.5 Ice Cream Trike

**21-04-11 MOTION:** By: B. Coulthard: For B. Coulthard and R. Schaff, in principle to pursue a Mobile Ice Cream Cart, that can cost up to \$10,000.00 and bring information back to the Board for final approval.

Seconded by: M. Josephison

#### **CARRIED**

- 11.6 West Central FCSSAA
- P. Makofka gave a report.

Spring Director's Meeting and FCSSAA Conference in November 2021 is virtual.

11.7 Surplus equipment Outdated IT and furniture.

21-04-12 MOTION: By: B. Coulthard: To dispose of surplus items.

Seconded by: R. Schaff **CARRIED** 11.8 Food Bank Intake Clerk 21-04-13 MOTION: By: B. Coulthard: To approve the Job Description and hiring of a Food Bank Intake Clerk for 3 ½ hours /week. Seconded by: I. Steeves **CARRIED** Workplace Health & Safety Committee – next Meeting: September 21, 2021 at 10:30 **Review of Statistics** 2021 Monthly Program Statistics report 13.1 AHS Contracted HC and Private HS Client Stats combined 2021 13.2 Please note: Retro billing was included in February Stats AHS (HC) & Private (HS) billing 2016-2021 13.3 13.4 AHS (HC) Client Totals & Hours 2016-2021 Private (HS) Client Totals & Hours 2016-2021 13.5 Food Bank Hamper Stats 2016-2021 13.6 Client Safety Reports – quarterly – noted that "Missed Visits" incidents have 13.7 really dropped. 21-04-14 MOTION: By: R. Schaff: To accept the review of the above reports and statistics as information. **CARRIED** CORRESPONDENCE NEXT MEETING DATE: Board Meeting: May 20, 2021

- 14.
- 15.
- 16. **ADJOURNMENT**

12.

13.

21-04-15: By: N. Hartford: That the FCSS Board meeting adjourns at 11:55 a.m.

## **CARRIED**

17. **BOARD SHARING TIME** N. Hartford, Chairperson

K. Maconochie, Recording Secretary



# **REQUEST FOR DECISION**

Council Agenda Item	9.1			
Council Meeting Date	June 8, 2021			
Subject	Corresponden	nce		
For Public Agenda	Public Information			
Attachments	9.1.1 9.1.2 9.1.3 9.1.4	Letter from MP Shannon Stubbs Kingsville, Ontario Resolution 205-2021 Bill C-21 Letter from Dave Schebek, Chair – Improvement District No. 9, Banff Letter from Craig Lukinuk, Reeve of Smoky Lake County		
Recommendation	Administration recommends Council accept the correspondence from Shannon Stubbs, MP; Dave Schebek from Improvement District No. 9, Banff National Park. and letter from Craig Lukinuk, Reeve of Smoky Lake County, as information.			
Prepared By:	11,007			
	Lori Hillis, CPA	A, CA trative Officer	<u>May 31, 2021</u> Date	
Endorsed By:	Lori	Killis		
	Lori Hillis, CPA Chief Adminis	•	May 31, 2021 Date	



May 28, 2021

Mayor and Council/Reeve and Council,

On February 16, 2021 Bill C-21, a bill that makes changes to the Criminal Code and the Firearms Act, and targets law abiding firearms owners, was introduced and is being debated in the House of Commons. Conservatives constituently call for cracking down on illegal gun smuggling, trading, gang and crime gun use, but Bill C-21 misses the mark if the aim really is to improve and protect the personal and public safety of Canadians. Bill C-21 focuses on the wrong people and groups, while also creating uncertainty and adding undo pressure on other levels of government.

Bill C-21 includes provision to allow municipalities to create handgun bylaws, which would place conditions on federal firearms licenses relating to handgun use, storage, or transportation within municipalities that have passed such bylaws.

Residents in cities and other places, with ever increasing gang shootings and violence rightfully expect their government ought to be taking action to keep them safe, but a regulation that gives municipalities the ability to pass bylaws does not do that. The municipal provision in Bill C-21 would be a bylaw on licenses, so this measure literally, specifically, and only targets Canadians who have licenses. This does nothing to stop dangerous criminals who certainly would never comply with a municipal bylaw when they do not obtain their guns legally, do not get licenses and who frankly do not care about criminal laws. What this purposed municipal bylaw section would do is lead to yet another layer of confusing, overlapping regulations and a patchwork of rules for already law-abiding Canadians within and between communities, while violations could result in two years imprisonment or permanent license revocations.

I have been hearing from municipalities concerned with being tasked by the Federal government to create these types of bylaws. They are sharing fears about economic and housing impacts by the perception that one community has higher safety standards than others, or that law-abiding firearms citizens will literally be unaware they are in violation just by crossing a municipal boundary that has different bylaws.

Some municipalities are saying that they do not have the expertise to create these bylaws and certainly would not have the resources to enforce such regulations. They are also concerned these bylaws potentially violate their own provinces' jurisdiction. Some provinces in opposition to the federal legislation have already passed or are proposing laws that would prohibit this type of power to shift to individual municipalities. Saskatchewan has already passed such a provincial law, and Alberta's bill received royal assent on April 29, 2021.

Due to these concerns, some municipalities have already opposed Bill C-21 and have taken the steps to pass resolutions in opposition to this potential new power that they neither requested, nor have the resources to impose and enforce.

I have attached a copy of the resolution passed by the council in Kingsville, Ontario. I encourage you to seek feedback from your rate payers, and to discuss this issue in council. You may decide to pass a similar resolution on behalf of your community. Please feel free to advise my office if you do so, and to reach out if you require any additional information on Bill C-21.

Sincerely,

Thank you

Shannon Stubbs, MP

Thaman Stiller

Lakeland



2021 Division Road North Kingsville, Ontario N9Y 2Y9 Phone: (519) 733-2305 www.kingsville.ca kingsvilleworks@kingsville.ca

Sub-Item 3

#### **SENT VIA EMAIL**

March 25, 2021

The Right Honourable Justin Trudeau, MP Prime Minister of Canada Langevin Block Ottawa, Ontario K1A 0A2

Prime Minister:

RE: Bill C-21, An Act to amend certain Acts and to make certain consequential amendments (firearms)

At its Regular Meeting held on March 8, 2021 Council of the Town of Kingsville passed the following Resolution:

### "205-2021

Moved By Councillor Thomas Neufeld, Seconded By Councillor Larry Patterson

A Resolution concerning Bill C-21, An Act to amend certain Acts and to make certain consequential amendments (firearms), specifically Amendment 26, Section (58.01 (1-8), Conditions-bylaw.

WHEREAS municipalities have never been responsible for gun control laws in Canada;

AND WHEREAS law abiding Kingsville residents who own legal handguns have already been thoroughly vetted through the CFSC, PAL and ATT applications;

AND WHEREAS illegal gun owners and smugglers do not respect postal codes;

AND WHEREAS if one municipality enacts a ban and not a neighbouring municipality, this will create a patchwork of by-laws;

AND WHEREAS a municipal ban would be difficult to enforce and easy to get around.

NOW THEREFORE BE IT RESOLVED that The Corporation of the Town of Kingsville is OPPOSED to the adoption of any by-laws restricting the possession, storage and transportation of legally obtained handguns;

AND BE IT FURTHER RESOLVED that this resolution be forwarded to the following public officials: MP Chris Lewis-Essex, MPP Taras Natyshak-Essex, Premier of Ontario The Honourable Doug Ford, Leader of the Official Opposition Andrea Horwath, Prime Minister of Canada The Honourable Justin Trudeau, and Leader of Official Opposition The Honourable Erin O'Toole."

If you require any further information, please contact the undersigned.

Yours very truly,

Sandra Kitchen Deputy Clerk-Council Services Legislative Services Department

Sandra Litchen

skitchen@kingsville.ca

cc: Hon. Doug Ford, Premier cc: Hon. Andrea Horwath, Official Leader of the Opposition

cc: Hon. Erin O'Toole, Official Leader of the Opposition

cc: MP Chris Lewis- Essex cc: MPP Taras Natyshak-Essex

cc: Hon. Bill Blair, Minister of Public Safety and Emergency Preparedness

premier@ontario.ca

horwatha-qp@ndp.on.ca

erin.otoole@parl.gc.ca

cc: MP Shannon Stubbs

cc: Mayor Aldo DiCarlo, Town of Amherstburg cc: Mayor Larry Snively, Town of Essex

cc: Mayor Tom Bain, Town of Lakeshore cc: Mayor Marc Bondy, Town of LaSalle cc: Mayor Hilda MacDonald, Municipality of Leamington

cc: Mayor Gary McNamara, Town of Tecumseh

cc: all Municipalities in Ontario





Municipal Government Services for Banff National Park

May 31st, 2021

Honourable Kaycee Madu Minister Justice and Solicitor General Office of the Minister #424 Legislature Building, 10800 97 Ave, Edmonton AB T5K 2B6

Dear Minister Madu,

#### Re: Alberta Provincial Police Service (APPS)

At the Regular Council meeting for Improvement District No. 9 on May 13<sup>th</sup>, 2021, Council reviewed the plan proposed by the Government of Alberta to replace the RCMP in Alberta with a Provincial Police Service. Please be advised that the Municipal Council for ID9 is strongly opposed to the creation of this proposal. After reviewing the Fair Deal Panel's Report to Government (as well as the many letters currently circulating from Municipal elected officials) ID9 Council is voicing its firm opposition to the APPS. There are several particularly concerning items identified in the Fair Deal Panel's report, namely:

- the Fair Deal Panel's recommendation to proceed with developing a proposal for a Provincial Police Force, despite only 35% of Albertans believing the police force would contribute to the desired outcome of helping Alberta better assert itself with the Canadian federation.
- Provincial and municipal governments possibly absorbing \$112.4 million policing costs currently covered by the federal
  government (which would be in addition to the increasing policing costs incurred by municipalities under the Police Funding
  Model).

Furthermore, and perhaps most importantly, we have an excellent relationship with our local RCMP detachment and feel no need to replace them with a Provincial force. The RCMP in Lake Louise and Banff have always been responsive to community needs and feedback, and have consistently delivered professional, quality public safety services in our communities. In addition, ongoing collaboration between both Detachments and ID9 Council has resulted in a positive and adaptive presence in the region.

We have not been provided with adequate proof that the formation of the APPS would result in better outcomes for Albertans, especially when considering the increased costs to our rate payers. ID9 Council is urging the Government of Alberta to listen to Municipal Leaders as well as the results of the Fair Deal Panel's report and shift efforts to improving RCMP relationships and resources in the Province. Please do not hesitate to contact me with any comments or concerns.

Respectfully,

Chair Dave Schebek

CC: Honourable Jason Kenney, Premier MLA Miranda Rosin AUMA & RMA Memberships

DAVE SCHEBEK, CHAIR
Improvement District No. 9, Banff National Park
daveschebek@improvementdistrict9.ca
PO Box 58, Lake Louise AB | TOL 1E0



# **Smoky Lake County**

P.O. Box 310 4612 McDougall Drive Smoky Lake, Alberta TOA 3C0

Phone: 780-656-3730 1-888-656-3730 Fax: 780-656-3768

www.smokylakecounty.ab.ca

May 31, 2021

Hon. Kaycee Madu Minister of Justice and Solicitor General, Deputy House Leader 424 Legislature Building 10800 - 97 Avenue Edmonton, AB T5K 2B6

Email: ministryofjustice@gov.ab.ca Sent Via: E-Mail

Re: Letter of Support to retain the Royal Canadian Mounted Police (RCMP) in Alberta

#### Minister,

On behalf of Smoky Lake County Council, I am writing to express our ongoing support for the Royal Canadian Mounted Police (RCMP) as our province's police force. In doing so, I note that we are joining dozens of other rural and urban municipalities in expressing deep concern at the prospect of replacing the same with an Alberta provincial police service (APPS), which the province is currently studying.

During your presentation at the AUMA/RMA Policing Summit in February of 2021, you spoke of Albertans "demanding democratic, community—based policing, a renewed commitment to improving policing in the province, and the need for police to work with community partners and citizens to ensure effective community policing." Minister, I am pleased to say that our community enjoys democratic, community—based policing. Our local RCMP detachment meets with us regularly as part of their commitment to optimal two—way communication that invites, welcomes, and listens to our input, and our detachment also works with our municipality and our citizens as community partners.

The Policing Transition Study being undertaken by our province is in response to the Fair Deal Panel's (FDP recommendation #14: Create an APS to replace RCMP. The FDP reported that 68.5% of respondents were) from Calgary and Edmonton regions. Calgary and Edmonton have their own police services, which should be considered when studying the transition from the RCMP. Another FDP finding was that only 35% of respondents supported the idea of creating an APS.

Finally, in the Alberta Police Federation survey from October of 2020, it was found that "replacing the RCMP is viewed as a least helpful measure tested to improve Alberta's place in Canada." Only 8% say replacing the RCMP helps a lot, only 6% support replacing the RCMP, 81% of Albertans

served by RCMP are satisfied with the service they receive, and 70% of Albertans oppose replacing the RCMP with an expensive new provincial police service.

There is so much convincing support for the RCMP in Alberta, and, with the strong and effective RCMP that serve us well in Alberta. Our Council supports the programs, initiatives, and progress of the RCMP in meeting our community's policing demands. We certainly have not seen compelling evidence that replacing the RCMP would result in better outcomes, particularly considering potentially increased operational (and transitional) costs.

Direct consultation with municipalities regarding the creation of an APPS has been inadequate. If municipalities who are served by RCMP detachments are excluded from this conversation, valuable information and feedback is left.

The Alberta Government already implemented a new police funding model which requires that communities under 5,000 such as ours are already increasingly paying <u>substantially</u> more for policing. Continually doing more with less is untenable.

In closing, I again reiterate our Council's support for the RCMP remaining as Alberta's police force. Smoky Lake County enjoys a positive and collaborative relationship with our local RCMP detachment, and we hope that the province will heed the concerns of many communities, rescind the ongoing study, and instead focus on other more productive options moving forward.

If we can provide any further clarity on this matter, please do not hesitate to contact myself, or Smoky Lake County CAO Gene Sobolewski at 780-656-3730.

Sincerely,

Craig Lukinuk, Reeve Smoky Lake County

Craig Luberal

p: 780-656-3730 / c: 780-656-5449 e: clukinuk@smokylakecounty.ab.ca

cc: Hon. Jason Kenney, Alberta Premier premier@gov.ab.ca

Hon. Rick McIver, Interim Minister of Municipal Affairs <a href="minister.municipalaffairs@gov.ab.ca">minister.municipalaffairs@gov.ab.ca</a>
Glen vanDijken, MLA for Barrhead-Athabasca-Westlock <a href="minister.municipalaffairs@gov.ab.ca">Athabasca.Barrhead.Westlock@assembly.ab.ca</a>

Frank Bosscha, QC, Deputy Minister, Justice & Solicitor General < ISG.DMO@gov.ab.ca>

Douglas Morgan, Project Principal, Alberta Provincial Police Service Transition Study, <a href="mailto:study.com/douglas.morgan@gov.ab.ca">douglas.morgan@gov.ab.ca</a>

Cheryl Beck, Director, Contract Policing and Policing Oversight < <a href="mailto:cheryl.beck@gov.ab.ca">cheryl.beck@gov.ab.ca</a>>

Smoky Lake County Council < council@smokylakecounty.ab.ca>

Gene Sobolewski, CAO, Smoky Lake County <cao@smokylakecounty.ab.ca>

Mr. Curtis Zablocki, Commanding Officer for Alberta, RCMP

**RMA & AUMA Members**