AGENDA FOR THE REGULAR MEETING OF THE COUNCIL OF THE TOWN OF ONOWAY HELD ON TUESDAY, JULY 20th, 2021 IN THE COUNCIL CHAMBERS OF THE ONOWAY CIVIC CENTRE AT 9:30 A.M. OR VIA ZOOM

1. CALL TO ORDER

- 2. ADOPTION OF AGENDA
 - as is, or with additions or deletions
- - 4. APPOINTMENTS/PUBLIC HEARINGS n/a
 - 5. FINANCIAL REPORTS as of June 30th, 2021
 - 6. POLICIES & BYLAWS n/a

7. ACTION ITEMS

- Alberta Community Partnership Conditional Grant Agreement 2021-IC-12- Town of Onoway for \$129,900.00 for the County/Town Partnership initiative for hiring a consultant to coordinate and develop an economic development strategy and communication plan as well as hire a consultant to undertaken any related activities. Similar to our previous funding agreement for this joint initiative, the Town is the managing partner therefore is named in the agreement and is the host for the funds received. The Partnership Committee had a meeting on July 13th, 2020 to which a verbal update will be provided at meeting time. (approve agreement and authorize execution)
- Village of Caroline July 8th, 2021 email and attached Proclamation requesting a full and immediate independent public inquiry into the deaths of indigenous children p12-15 related to residential schools. Is this something Council wishes to also support? (proclaim same or similar, accept for information, or some other direction as given by Council at meeting time)

P6-11

- Town of Rocky Mountain House July 8th, 2021 letter to the Minister of Infrastructure on the cancellation of Household Hazardous Waste Funding. This is probably something being addressed by the Highway 43 East Waste Commission. Further discussion at meeting time (forward a similar letter, accept for information, or some other direction as given by Council at meeting time)
- Alberta Urban Municipalities Association (AUMA) Convention July 8th, 2021 email from Municipal Affairs extending an invitation to meet with Minister of Municipal Affairs Ric McIver during the noted convention scheduled for November 17-19, 2021 in Edmonton. Discussion on meeting time as to potential discussion topics (arrange a meeting, accept for information, or some other direction as given by Council at meeting time)
- e) Onoway Facility Enhancement Association draft new lease agreement, which was previously emailed to Council is here for further review and discussion. (make further amendments as directed, forward to legal counsel for review, forward to the OFEA for their review, or some other direction as given by Council at meeting time)
- f) Onoway Regional Fire Services July 9th, 2021 email inviting Council to the July 26th, 2021 ORFS meeting to discuss radio replacement (authorize attendance of Council and Administration)
- g) Alberta Beach & District 50 Plus Club July 2021 letter requesting a door prize donation for their August 21st, 2021 Alberta Beach Show & Shine event (provide donation, accept for information, or some other direction as given by Council at meeting time)
 - h)
 - i)
 - j)

8. COUNCIL, COMMITTEE & STAFF REPORTS

- a) Mayor's Report
- b) Deputy Mayor's Report
- Councillor's Reports (x 3)
- CAO Report
 - Sale of Town Owned Lot verbal update
 - Tax Recovery Property verbal update
- **Public Works Report** e)
 - Backalley tender update
 - Lobo drainage update

9. INFORMATION ITEMS

- Alberta Labour and Immigration July 9th, 2021 email on June Highlights including unemployment and labour force stats

 b) Action on Smoking and Health July 7th, 2021 email on new provincial vaping regulations and July 8th, 2021 email from Trista Court GM of Community & Protective Services with Lac Ste. Anne County on how Community Peace Officer under contract will respond

 c) Alberta Urban Municipalities Association July 15th, 2021 email on Quarterly Update on Alberta Police Interim Advisory Board Report on Governance

10. CLOSED SESSION - n/a

11. ADJOURNMENT

12. UPCOMING EVENTS:

- August 5, 2021 - Regular Council Meeting 9:30 a.m. - August 19, 2021 - Regular Council Meeting 9:30 a.m. - September 2, 2021 - Regular Council Meeting 9:30 a.m. - September 16, 2021 - Regular Council Meeting 9:30 a.m.

- September 20, 2021 – Nomination Day Closes 12:00 p.m. deadline

- October 18, 2021 - Election Day 10:00 a.m. to 8:00 p.m.

TOWN OF ONOWAY REGULAR COUNCIL MEETING MINUTES THURSDAY, JULY 8, 2021

COUNCIL CHAMBERS OF THE ONOWAY CIVIC OFFICE AND ZOOM COMMENCING AT 9:30 A.M.

	PRESENT	Mayor: Deputy Mayor: Councillor Administration:	Judy Tracy Lynne Tonita Pat St. Hilaire Wendy Wildman, Chief Administrative Officer/ Recording Secretary
			Jason Madge, Assistant Chief Administrative Officer/Public Works Manager
	ABSENT	Councillor Councillor	Lisa Johnson Jeff Mickle Debbie Giroux, Recording Secretary
Live y		THE PERSON NO	
1.	CALL TO ORDER	Mayor Judy Tracy	called the meeting to order at 9:30 a.m.
0	AGENTA		
2.	AGENDA Motion #263/21	MOVED by Deputy Mayor Lynne Tonita that Council adopt the agenda of the regular Council meeting of Thursday, July 8, 2021 with the following additions:	
		in Reconciliat	hop on Canada's History and the Municipal Role ion – authorize attendance
		7i) Slemko Field	Unveiling Ceremony – ratify attendance
			CARRIED
1657 1 10 0 1			
2	MINUTES		
3.	MINUTES Motion #264/21	MOVED by Cou Thursday, June 1 presented.	ncillor Pat St. Hilaire that the minutes of the 7, 2021 regular Council meeting be adopted as
	Motion #264/21	Thursday, June 1	7, 2021 regular Council meeting be adopted as
7.		Thursday, June 1 presented. MOVED by Coun	7, 2021 regular Council meeting be adopted as CARRIED cillor Pat St. Hilaire that the verbal discussion, oka letter, with respect to the Covid-19 pandemic
	Motion #264/21 ACTION ITEMS	MOVED by Coun and Town of Ponce be accepted for in MOVED by Deputered from mu	7, 2021 regular Council meeting be adopted as CARRIED cillor Pat St. Hilaire that the verbal discussion, oka letter, with respect to the Covid-19 pandemic formation.



TOWN OF ONOWAY REGULAR COUNCIL MEETING MINUTES THURSDAY, JULY 8, 2021 IAMBERS OF THE ONOWAY CIVIC OFFICE AN

COUNCIL CHAMBERS OF THE ONOWAY CIVIC OFFICE AND ZOOM COMMENCING AT 9:30 A.M.

Cin	IOVED by Mayor Judy Tracy that the verbal update on the ommunity Hall lease agreement discussions be accepted for formation, and that the draft revised agreement come to a future ouncil meeting for consideration.
	CARRIED
	IOVED by Councillor Pat St. Hilaire that the Town of Onoway ontribute \$500.00 to the Lac Ste. Anne Foundation's Gazebo at le Chateau fundraising efforts. CARRIED
La	OVED by Deputy Mayor Lynne Tonita that Administration advise ac Ste. Anne County that the Town has no objection to the roposed development of a minor home based business – spiritual streat – at 55015 Rge Rd 23 (193193-21-D0119).
	CARRIED
Motion #270/21 Mo	OVED by Deputy Mayor Lynne Tonita that the Rail Safety Week 021 Proclamation Request from CN be accepted for information.
	CARRIED
Ca	OVED by Councillor Pat St. Hilaire that as no one attended the anada Day Celebration invitation to join Member of Parliament ane Lloyd, this item be accepted for information.
	CARRIED
Ca fire Sa	OVED by Deputy Mayor Lynne Tonita that as the Town's anada Day Fireworks were postponed due to the implemented e ban, that the Town look at rescheduling these fireworks to the aturday of either the August long weekend or the Septembering weekend.
	CARRIED
	OVED by Deputy Mayor Lynne Tonita that the attendance of ayor Judy Tracy at the Onoway Junior Senior High School aduation Ceremony held on June 25 th , 2021 be ratified.
	CARRIED

TOWN OF ONOWAY REGULAR COUNCIL MEETING MINUTES THURSDAY, JULY 8, 2021 COUNCIL CHAMBERS OF THE ONOWAY CIVIC OFFICE AND ZOOM

COMMENCING AT 9:30 A.M.

	Motion #274/21 Motion #275/21	MOVED by Councillor Pat St. Hilaire that the discussion on the grant submission for the purchase of a Septic Receiving Station (SRS) for the lagoon site be accepted for information and that Administration proceed with purchasing this SRS machine in due course (if grant not received funds to be covered through reserves – estimated at \$240,000.00 incl power upgrade). CARRIED MOVED by Deputy Mayor Lynne Tonita that Council and Administration be authorized to attend the upcoming Alberta Urban Municipalities Association's (AUMA's) virtual workshop on Canada's History and the Municipal Role in Reconciliation at a cost of \$25.00 per registrant. CARRIED
	Motion #276/21	MOVED by Councillor Pat St. Hilaire that the attendance of Mayor Judy Tracy at the Slemko Sports Field unveiling ceremony, hosted by Northern Gateway Public Schools, be ratified. CARRIED
STREET		
8.	COUNCIL, COMMITTEE AND STAFF REPORTS Motion #277/21	MOVED by Deputy Mayor Lynne Tonita that the verbal Council reports, the verbal and written Chief Administrative Officer reports, and the verbal Public Works reports be accepted for information.
E-000000	Maria San Carlos Company	CARRIED
9.	INFORMATION ITEMS Motion #278/21	 MOVED by Councillor Pat St. Hilaire that the following information items be accepted: a) Development Officer Report – June 2021 development report from Tony Sonnleitner b) June 16, 2021 letter from CAO Wendy Wildman to LSAC confirming zoning of 4708 Lac Ste. Anne Trail North c) Town of Onoway Development Permit 21DP07-24 – placement of an accessory building at 4412 Miller Drive d) Town of Onoway Development Permit 21DP06-24 – Renovation of commercial building; operation of a minor eating and drinking establishment "The Table" at 5115 Lac Ste. Anne Trail South e) Town of Onoway Development Permit 21DP05-24 – Construction of an addition to an existing detached dwelling – raised deck at 4731 – 46 Street

TOWN OF ONOWAY REGULAR COUNCIL MEETING MINUTES THURSDAY, JULY 8, 2021

COUNCIL CHAMBERS OF THE ONOWAY CIVIC OFFICE AND ZOOM COMMENCING AT 9:30 A.M.

		g) Academy Group – June 15, 2021 letter of Support from CAO Wildman for Capital Power Genesee Job Bid
		CARRIED
		Council recessed from the regular meeting at 10:43 a.m.
	ADDOMESTIC	
4.	APPOINTMENTS/PUBLIC HEARINGS	At 11:00 a.m., Council held a Public Hearing to discuss Bylaw 789- 21, Land Use Bylaw Amendment.
		Development Officer Tony Sonnleitner attended the meeting at 11:00 a.m. via Zoom.
		At 11:00 a.m. Mayor Tracy called the Public Hearing to Order.
		Mayor Judy Tracy, Deputy Mayor Lynne Tonita and Councillor Pat St. Hilaire, along with Chief Administrative Officer Wendy Wildman and Assistant Chief Administrative Officer/Public Works Manager Jason Madge were in attendance.
		3 members from the public were in attendance either in person or via Zoom for the public hearing.
		The Public hearing was held pursuant to Section 230 of the Municipal Government Act, to hear and receive formal submissions and presentations from those who wish to speak to the proposed Bylaw 789-21, a bylaw proposing to amend the Land Use Bylaw No. 712-13. The purpose of this Bylaw is to add to Section 5.17(2) UR Urban Reserve, as discretionary uses the following: Family Care Facilities and Home Day Care.
	Motion #279/21	MOVED by Deputy Mayor Tonita that the agenda for the Public Hearing be adopted as presented. CARRIED
		Development Officer Tony Sonnleitner presented a written report and spoke to Council about Bylaw 789-21.
,		No written submissions were received prior to the hearing or during the hearing.
		No public in attendance wished to speak or make presentations during the hearing.
		Mayor Tracy declared the Public Hearing closed.

TOWN OF ONOWAY REGULAR COUNCIL MEETING MINUTES THURSDAY, JULY 8, 2021

COUNCIL CHAMBERS OF THE ONOWAY CIVIC OFFICE AND ZOOM COMMENCING AT 9:30 A.M.

Motion #280/21	MOVED by Councillor at 11:08 a.m.	Pat St. Hilaire that the hearing	be adjourned
	Council returned to the	e regular meeting agenda at 1	1:09 a.m.
FINANCIAL REPORTS	n/a		
	OIL CONTRACTOR OF THE VICTOR		LO VIVO II
POLICIES & BYLAWS Motion #281/21			d to Section Family Care
M otion #282/21	MOVED by Councillor third and final reading.	Pat St. Hilaire that Bylaw 789	CARRIED 0-21 be given CARRIED
CLOSED SESSION	n/a		
	N. W. H. Waller D. H. Waller		CL FERRE
ADJOURNMENT	As all matters on the agenda have been addressed, Mayor Judy Tracy declared the regular council meeting adjourned at 11:10 a.m.		
	CATALOGICAL PROPERTY.		
UPCOMING EVENTS	July 20, 2021 August 5, 2021 August 19, 2021 September 2, 2021 September 16, 2021 September 20, 2021 October 18, 2021	Regular Council Meeting Regular Council Meeting Regular Council Meeting Regular Council Meeting Regular Council Meeting Nomination Day Closes Election Day	9:30 a.m. 9:30 a.m. 9:30 a.m. 9:30 a.m. 9:30 a.m. 12:00 p.m.
	FINANCIAL REPORTS POLICIES & BYLAWS Motion #281/21 Motion #282/21 CLOSED SESSION ADJOURNMENT	TINANCIAL REPORTS Moved by Deputy Melayar to amend the Lest 15.17(2) UR Urban Refeacilities and Home Described by Councillor third and final reading. Moved by Councillor third and final reading. Moved by Councillor third and final reading. CLOSED SESSION ADJOURNMENT As all matters on the attract declared the refearm. UPCOMING EVENTS July 20, 2021 August 19, 2021 September 2, 2021 September 16, 2021 September 20, 2021	Council returned to the regular meeting agenda at 1 FINANCIAL REPORTS n/a POLICIES & BYLAWS Motion #281/21 MOVED by Deputy Mayor Lynne Tonita that Bylas Bylaw to amend the Land Use Bylaw 712-13 to at 5.17(2) UR Urban Reserve as discretionary uses Facilities and Home Day Care, be given second read third and final reading. MOVED by Councillor Pat St. Hilaire that Bylaw 785 third and final reading. CLOSED SESSION n/a ADJOURNMENT As all matters on the agenda have been addressed Tracy declared the regular council meeting adjournam. UPCOMING EVENTS July 20, 2021 Regular Council Meeting August 19, 2021 Regular Council Meeting September 16, 2021 Regular Council Meeting September 20, 2021 Nomination Day Closes

Signed by Mayor Judy Tracy

Signed by Wendy Wildman Recording Secretary



cao@onoway.ca

From:

MA Alberta Community Partnership <acp.grants@gov.ab.ca>

Sent:

July 5, 2021 2:37 PM

To:

cao@onoway.ca

Cc:

MA Alberta Community Partnership

Subject:

Conditional Grant Agreement - Alberta Community Partnership - 2021-IC-12 - Town of

Onoway

Attachments:

CGA - Onoway 2021-IC-12.pdf

Hello,

Further to the Minister's letter of March 23, 2021, attached is a .pdf version of the conditional grant agreement (CGA) required to process the Alberta Community Partnership (ACP) grant.

The CGA sets out the terms and conditions for grant funding, including project start and end dates, project scope, payment conditions (including the 25 per cent funding hold back), and reporting requirements. The CGA is to be reviewed, signed, and dated by your organization's signing authorities.

CGA signatures are to be witnessed by another individual rather than using a municipal seal. This is to avoid the difficulty in capturing the seal in .pdf documentation, and is in support of a paperless process. In addition, the printed name and title of all signatories is required. Agreements that are returned with just a seal and no witness signatures will not be accepted.

Please indicate on your return correspondence if an authorized acting delegate has signed the CGA.

Signed .pdf format CGA can be submitted by responding to this email (acp.grants@gov.ab.ca). Alternatively, please contact program staff at the above email should you need to return the signed CGA in a paper format.

Final approval of the grant is subject to all parties signing the CGA. After the agreement has been returned to our office and signed on behalf of the Minister, we will send you a copy of the completed CGA and process the grant payment.

We look forward to receiving a signed copy of your CGA within the next two weeks.

If you have any questions, please reply to this email.

Thank you Regional Grant Programs team

Classification: Protected A



2020/21 ALBERTA COMMUNITY PARTNERSHIP

Intermunicipal Collaboration Component

CONDITIONAL GRANT AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN in Right of the Province of Alberta as represented by the Minister of Municipal Affairs (hereinafter called "the Minister")

AND

TOWN OF ONOWAY in the Province of Alberta (hereinafter called "the Grant Recipient")

WHEREAS the Minister has approved the Grant Recipient's grant application and has agreed to make a one-time conditional grant in the amount of ONE HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED DOLLARS (\$129,900), (hereinafter called "the Grant") to the Grant Recipient pursuant to the Municipal Affairs Grants Regulation;

AND WHEREAS the Grant Recipient and the Minister are entering into a Conditional Grant Agreement (hereinafter called "the Agreement") governing the use and purpose of the Grant.

Preamble:

The purpose of the grant is to support the collaboration of the Grant Recipient, Alberta Beach and Lac Ste. Anne County to develop an economic development strategy and communication plan.

As project manager, the Grant Recipient will manage the administration of funds on behalf of the Project participants.

The parties agree as follows:

- 1. The Minister shall:
 - (a) subject to the provisions of the Agreement, pay the Grant Recipient a one-time conditional grant in the amount of ONE HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED DOLLARS (\$129,900), to carry out the activities set out in Schedule "A" (hereinafter called "the Project") as attached hereto and forming an integral part of this Agreement;
 - (b) provide the Grant to the Grant Recipient, by way of installments, as follows:
 - (i) \$97,425 within one month of the Minister signing the Agreement; and
 - (ii) upon submission of the reporting requirements set out in Section 2(h) of the Agreement to the Minister's satisfaction, provide the remaining grant amount to be calculated as the total grant amount expended on the project as reported on the Statement of Funding and Expenditures minus the amount indicated above in 1b(i);
 - (c) have the right to conduct an evaluation or audit of the Project at any time;
 - (d) have the right to publish and distribute any report submitted by the Grant Recipient, to the Minister, on the Project; and
 - (e) have the right, in the sole discretion of the Minister, to approve a time extension beyond the date specified in Clause 2(e), if requested by the Grant Recipient, or if the Minister considers it necessary or advisable to do so. If the Minister approves a time extension, the Minister shall Page 1 of 5

File No: 04111-O16 Project No: 2021-IC-12

provide written notice to the Grant Recipient of that extension and such notice is deemed to be a formal amendment of the term of this Agreement.

2. The Grant Recipient shall:

- (a) carry out the Project as set out in Schedule "A", without material alteration;
- (b) use the entire amount of the Grant for the purpose of carrying out the Project;
- (c) if grant funds are invested, apply any income earned on the Grant to the Project;
 - (i) the Grant Recipient may invest the funds provided, or unutilized portions thereof, in accordance with the terms of Section 250 of the Municipal Government Act;
 - (ii) the Grant Recipient shall determine and report the "actual income earned" on the unexpended funds invested and all such income including other credit adjustments as outlined in the Program Guidelines;
- (d) not use any part of the Grant, including any income earned thereon, to pay for work done or materials obtained before April 1, 2020;
- (e) complete the Project by December 31, 2023;
- (f) notify and seek approval from Municipal Affairs in writing of any significant changes in circumstances that may affect the project timelines specified in sub-clause 2(e) above, or the implementation of the Project as described in Schedule "A";
- (g) be responsible for any cost over-runs incurred in carrying out the Project;
- (h) submit a Final Statement of Funding and Expenditures to the satisfaction of the Minister within 60 days after the Project completion date outlined in 2(e) above, or sooner if the project is completed prior to the Project completion date - includes project information on the grant amount received, income earned and financial information, including expenditures;
- (i) carry out the Project in accordance with all applicable laws, regulations and generally accepted standards:
- (j) ensure that all resource personnel involved in the Project are suitably qualified; and
- (k) refund any unexpended portion of the Grant and any amounts expended for purposes other than for those specified in this Agreement to the Government of Alberta.
- 3. The Grant Recipient represents and warrants to the Minister that:
 - (a) the execution of the Agreement has been duly and validly authorized by the Grant Recipient in accordance with all applicable laws;
 - (b) the Grant Recipient as the managing partner has or will obtain motions or council resolutions from the Project participants; and
 - (c) in accordance with this Agreement, it will provide all the required Project administration, compliance reporting, and documentation, as required.
- 4. If the Grant Recipient does not meet all of its obligations under this Agreement, or uses the Grant for any unauthorized purpose, the Minister will notify the Grant Recipient of such breach in writing and the Grant Recipient will have 30 days to remedy such breach. If, in the opinion of the Minister, the Grant Recipient does not remedy the breach, the Minister may terminate the Agreement without further notice to the Grant Recipient and demand the immediate refund of the Grant, or such lesser amount as the Minister may determine, to the Government of Alberta.
- 5. The Minister may terminate this Agreement for any reason by notifying the Grant Recipient in writing upon 60 days' notice. Upon receipt of the notice of termination, the Grant Recipient shall only use the Grant to pay reasonable wind-down costs and committed expenses related to the Project. Immediately upon termination of the Agreement, the Grant Recipient shall refund to the Government of Alberta any unexpended portion of the Grant and any amounts expended for purposes other than those specified in this Agreement.

File No: 04111-016 Project No: 2021-IC-12

- This Agreement shall come into effect on the date that the Minister or Minister's representative signs the Agreement.
- 7. This Agreement shall expire on the date that the Grant Recipient has met all provisions of this Agreement, unless terminated earlier by the Minister in accordance with this Agreement.
- 8. Except for a time extension made in accordance with section 1(e), amendments to this Agreement, including changes to Schedule "A", may be necessary from time to time and may be initiated by either the Minister or the Grant Recipient, in writing, and shall be agreed upon by both parties.
- The Minister and the Grant Recipient acknowledge that the Freedom of Information and Protection of Privacy Act (FOIP) applies to all information generated, collected or provided under this Agreement, and will comply with its provisions.
- 10. The Grant Recipient agrees to indemnify and hold harmless the Minister, Minister's employees, and agents from any and all actions, claims, demands and costs whatsoever, arising directly or indirectly, out of any act or omission of the Grant Recipient or its employees or agents, with respect to carrying out the purposes of this Agreement.
- 11. The Agreement, including the attached Schedule "A", is the entire agreement between the Minister and the Grant Recipient with respect to the Grant from the Minister for the Project. There are no other agreements, representations, warranties, terms, conditions or commitments except as expressed in this Agreement.
- 12. The following clauses shall survive conclusion or termination of this Agreement:
 - (a) FOIP Clause 9.
 - (b) Indemnity Clause 10, and
 - (c) Entire Agreement Clause 11.
- 13. Any notice under this Agreement shall be deemed to be given to the other party if in writing and personally delivered, sent by prepaid registered mail, or emailed to the addresses as follows:

The Minister
c/o Director, Grant Program Delivery
Municipal Affairs
15th Floor Commerce Place
10155 - 102 Street
Edmonton AB T5J 4L4
Email: acp.grants@gov.ab.ca

The Grant Recipient
c/o Chief Administrative Officer
Town of Onoway
PO Box 540
Onoway, AB T0E 1V0
Email: cao@onoway.ca

- 14. The rights, remedies, and privileges of the Minister under this Agreement are cumulative and any one or more may be exercised.
- 15. If any portion of this Agreement is deemed to be illegal or invalid, then that portion of the Agreement shall be deemed to have been severed from the remainder of the Agreement and the remainder of the Agreement shall be enforceable.
- 16. This Agreement is binding upon the parties and their successors.

File No: 04111-016 Project No: 2021-IC-12

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17. The parties agree that this Agreement will be governed by the laws of the Province of Alberta. The parties have therefore executed this Agreement, each by its duly authorized representative(s), on

the respective dates shown below.

HER MAJESTY THE QUEEN in Right of the Province of Alberta as Represented by the Minister of Municipal Affairs WITNESS SIGNATURE Executive Director SIGNATURE GRANTS AND EDUCATION PROPERTY TAX BRANCH Date:____ **TOWN OF ONOWAY** WITNESS SIGNATURE CHIEF ELECTED OFFICIAL SIGNATURE PRINT NAME AND TITLE PRINT NAME AND TITLE WITNESS SIGNATURE **DULY AUTHORIZED SIGNING OFFICER SIGNATURE** PRINT NAME AND TITLE PRINT NAME AND TITLE Date:_____

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File No: 04111-016 Project No: 2021-IC-12

2020/21 Alberta Community Partnership - Intermunicipal Collaboration Component

CONDITIONAL GRANT AGREEMENT SCHEDULE "A"

The Grant Recipient, as the designated managing partner, will carry out the following work on behalf of the Project participants:

- Hire a consultant to coordinate and develop an economic development strategy and communication plan which may include:
 - strategic plans and performance measures;
 - marketing strategy; and
 - communication strategy.
- Hire a consultant to undertake any related activities which may include:
 - stakeholder consultations;
 - supporting plans and studies;
 - development of agreements;
 - development or amendment of bylaws; or
 - project specific research and administration.

File No: 04111-016 Project No: 2021-IC-12 info@sylvansummervillages.ca; info@sundancebeach.ca; svsunrisebeach@wildwillowenterprises.com; bancroftkim@hotmail.com; office@sunsetpoint.ca; d.evans@xplornet.com; admin@waiparous.ca; viviandriver@mcsnet.ca; svwestcove@outlook.com; bancroftkim@hotmail.com; townoffice@stettler.net; administration@wildwillowenterprises.com; admin@id4waterton.ca; info@improvementdistrict9.ca

Cc: Craig Curtis <ccurtis@villageofcaroline.com>

Subject: Proclamation From The Village of Caroline

Good Afternoon Everyone,

On behalf of The Village of Caroline, the attachment is outlined by the Proclamation By The Village of Caroline.

Kind Regards,

Sandy Buckberry

Municipal Clerk
Village of Caroline
info@villageofcaroline.com
(403)722-3781

Hours: Tues-Thursday 9:00am – 4:00pm

Note: The health and safety of our community, and visitors is our top priority. We kindly ask that you do not come into our office if you are experiencing flu-like symptoms; you have recently travelled to any location that has an active travel advisory related to COVID-19; or you know or suspect you have been in close contact with someone who has been diagnosed with COVID-19. We would be pleased to connect with you by email, phone or video conference. Thank you for your understanding and cooperation.

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PROCLAMATION

That the Council of the Village of Caroline request a full and immediate independent public inquiry into the deaths related to the recently discovered unmarked mass grave of 215 indigenous children from the Residential School in Kamloops as well as all deaths related to the Residential School Program across Canada. Such public inquiry should be conducted by independent investigators not directly connected to the Federal Government.

John Rimmer Mayor of Village of Caroline



cao@onoway.ca

From: Sent:

penny@onoway.ca July 8, 2021 3:20 PM

To:

cao@onoway.ca

Subject:

FW: Proclamation From The Village of Caroline

Attachments:

Proclamation june22,2021.doc

Penny Frizzell

penny@onoway.ca

Municipal Clerk & Records Management Town of Onoway Box 540 Onoway AB TOE 1V0 780-967-5338

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From: Sandy Buckberry <info@villageofcaroline.com>

Sent: July 8, 2021 2:56 PM

To: city.manager@airdrie.ca; Mayor@beaumont.ab.ca; apeterson@brooks.ca; 311contactus@calgary.ca; admin@camrose.ca; info@chestermere.ca; city@coldlake.com; 311@edmonton.ca; info@fortsask.ca; CAO@cityofgp.com; mail@lacombe.ca; info@leduc.ca; info@lloydminster.ca; mayor@medicinehat.ca; legislativeservices@reddeer.ca; info@sprucegrove.org; information@stalbert.ca; reception@wetaskiwin.ca; reception@crowsnestpass.com; info@town.jasper.ab.ca; main.office@laclabichecounty.com; office@mackenziecounty.com; info@strathcona.ca; Mayor@rmwb.ca; md34@mdacadia.ab.ca; info@athabascacounty.com; info@countybarrhead.ab.ca; administration@beaver.ab.ca; biglakes@biglakescounty.ca; bighorn@mdbighorn.ca; cao@birchhillscounty.com; info@md.bonnyville.ab.ca; county@county.camrose.ab.ca; office@cardstoncounty.com; info@clearhillscounty.ab.ca; corporateservices@clearwatercounty.ca; cypress@cypress.ab.ca; mdinfo@mdfairview.ab.ca; county@flagstaff.ab.ca; Ryan.Payne@FoothillsCountyAB.ca; info@fortymile.ab.ca; info@countygp.ab.ca; Denise.Thompson@mdgreenview.ab.ca; office@kneehillcounty.com; lsac@lsac.ca; info@lacombecounty.com; info@lamontcounty.ca; duanec@leduc-county.com; info@mdlsr.ca; mailbox@lethcounty.ca; info@minburncounty.ab.ca; info@mvcounty.com; administration@newellmail.ca; countyofnorthernlights@countyofnorthernlights.com; general@northernsunrise.net; info@mdopportunity.ab.ca; BHepp@countypaintearth.ca; inquiries@parklandcounty.com; info@mdpeace.com; info@mdpinchercreek.ab.ca; ponokacounty@ponokacounty.com; mdprovost@mdprovost.ca; admin@ranchland66.com; info@rdcounty.ca; questions@rockyview.ca; admin@saddlehills.ab.ca; county@smokylakecounty.ab.ca; admin@mdsmokyriver.com; mdsr133@mdspiritriver.ab.ca; countysp@county.stpaul.ab.ca; info@starlandcounty.com; info@stettlercounty.ca; sturgeonmail@sturgeoncounty.ca; admin@mdtaber.ab.ca; cao@thorhildcounty.com; sdary@thcounty.ab.ca; county24@telusplanet.net; reception@vulcancounty.ab.ca; info@mdwainwright.ca; admin@warnercounty.ca; info@westlockcounty.com; admin@wheatlandcounty.ca; md26@mdwillowcreek.com; gordon.frank@woodlandsab.ca;

info@yellowheadcounty.ab.ca; town@athabasca.ca; comments@banff.ca; town@barrhead.ca; admin@townofbashaw.com; town@bassano.ca; town@beaverlodge.ca; info@townofbentley.ca; info@town.blackdiamond.ab.ca; info@blackfalds.com; info@bonaccord.ca; admin@town.bonnyville.ab.ca; dave@bowisland.com; info@bowden.ca; info@bruderheim.ca; info@calmar.ca; online@canmore.ca; info@cardston.ca; carlm@carstairs.ca; christopher@townofcastor.ca; info@claresholm.ca; admin@coaldale.ca; main@coalhurst.ca; cochrane@cochrane.ca; admin@town.coronation.ab.ca; town@crossfieldalberta.com; info@daysland.ca; information@devon.ca; inquiries@didsbury.ca; info@draytonvalley.ca; cao@drumheller.ca; info@eckville.com; civiccentre@edson.ca; town@elkpoint.ca; reception@fairview.ca; admin@falher.ca; admin@fortmacleod.com; communications@foxcreek.ca; gov@gibbons.ca; cao@grimshaw.ca; admin@hanna.ca; town.office@hardisty.ca; town@highlevel.ca; reception@highprairie.ca; legislativeservices@highriver.ca; eolsen@hinton.ca; townhall@innisfail.ca; irricana@irricana.com; tkillam@telusplanet.net; dawn.n@lamont.ca; main@legal.ca; james@magrath.ca; info@manning.ca; admin@mayerthorpe.ca; cao@mclennan.ca; main@milkriver.ca; millet@millet.ca; info@morinville.ca; info@mundare.ca; cao@nanton.ca; admin@nobleford.ca; communications@okotoks.ca; admin@olds.ca; info@onoway.ca; townoffice@townofoyen.com; info@peaceriver.ca; info@townofpenhold.ca; info@picturebutte.ca; reception@pinchercreek.ca; town@ponoka.ca; cao@townofprovost.ca; admin@rainbowlake.ca; contact@raymond.ca; redcliff@redcliff.ca; redwater@redwater.ca; generalinfo@rimbey.com; town@rockymtnhouse.com; cao@sedgewick.ca; reception@sexsmith.ca; town@slavelake.ca; town@smokylake.ca; clerk@townofspiritriver.ca; townhall@town.stpaul.ab.ca; info@stavely.ca; townoffice@stettler.net; info@stonyplain.com; webadmin@strathmore.ca; townmail@sundre.com; info@townofswanhills.com; tsi@sylvaniake.ca; town@taber.ca; tsloboda@thorsby.ca; info@threehills.ca; adminclerk@tofieldalberta.ca; utilities@townoftrochu.ca; admin@turnervalley.ca; info@townoftwohills.com; info@valleyview.ca; cao@town.vauxhall.ab.ca; vegtown@vegreville.com; townofvermilion@vermilion.ca; webinfo@viking.ca; admin@townofvulcan.ca; receptionist@wainwright.ca; admin@wembley.ca; info@westlock.ca; administration@whitecourt.ca; clerk@acme.ca; aboffice@albertabeach.com; cao@villageofalix.ca; cao@villageofalliance.ca; amiskvil@telusplanet.net; andrew@mcsnet.ca; cao.arrowwood@gmail.com; barnwell@barnwell.ca; barons@xplornet.com; cao@bawlf.com; beiseker@beiseker.com; clerk@berwyn.ca; info@villageofbigvalley.ca; cao@villageofbitternlake.ca; admin@boylealberta.com; admin@breton.ca; cao@villageofcarbon.com; admin@villageofcarma.ca; Sandy Buckberry <info@villageofcaroline.com>; cao@villageofchampion.ca; info@villageofchauvin.ca; chipmanab@mcsnet.ca; admin@clive.ca; admin@villageofclyde.ca; info@consort.ca; vilcoutt@telus.net; vilocow@shaw.ca; inquiry@cremona.ca; busselman.czar@mcsnet.ca; village@delburne.ca; cao@delia.ca; cao@village.donalda.ab.ca; cao@donnelly.ca; administration@villageofduchess.com; vledberg@syban.net; info@edgerton.ca; elnoraab@gmail.com; voe14@villageofempress.com; vlg4most@telusplanet.net; reception@forestburg.ca; girouxvl@serbernet.com; admin@villageofglendon.ca; carrie.kinahan@glenwood.ca; halkirk@syban.net; office@villageofhaylakes.com; administration@villageofheisler.ca; office@hillspring.ca; cao@hinescreek.com; vholden@telusplanet.net; hughendencao@xplornet.com; office@villageofhussar.ca; cao@hythe.ca; admin@innisfree.ca; info@irma.ca; info@vokitscoty.ca; cao@linden.ca; villageoflomond@gmail.com; cao@village.longview.ab.ca; info@lougheed.ca; info@mannville.com; marwayne@mcsnet.ca; admin@villageofmilo.ca; morrin@netago.ca; munson@netago.ca; admin@myrnam.ca; cao@nampa.ca; villageofpv@mcsnet.ca; village@rockyford.ca; rosalindvillage@xplornet.com; rosemary.admin@eidnet.org; rycroft@rycroft.ca; info@ryley.ca; villageoffice@springlakealberta.com; cao@villageofstandard.ca; office@stirling.ca; villageofveteran@gmail.com; vilna@mcsnet.ca; village@warburg.ca; admin@warner.ca; waskvillage@mcsnet.ca; ytown@netago.ca; information@svofficepl.com; cao@betulabeach.ca; d.evans@xplornet.com; info@sylvansummervillages.ca; tomaszyk@mcsnet.ca; svbbeach@gmail.com; burnstick8@gmail.com; svcastle@telus.net; information@svofficepl.com; admin@ghostlake.ca; information@svofficepl.com; information@svofficepl.com; admin@summervillageofgulllake.com; info@sylvansummervillages.ca; svhorseshoebay@gmail.com; svislandlake@wildwillowenterprises.com; bancroftkim @hotmail.com; cao@itaska.ca; in fo@sylvan summer villages.ca; emily @milestone municipal services.ca; and the summer villages are also as a summer village summer villages. 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The summer village summer vcao@lakeview.ca; bancroftkim@hotmail.com; information@svofficepl.com; bancroftkim@hotmail.com; cao@svnakamun.com; info@sylvansummervillages.ca; information@svofficepl.com; admin@parklandbeachsv.ca; pelicanarrows@gmail.com; svpointalison@outlook.com; information@svofficepl.com; info@rochonsands.net; cao@rosshaven.ca; svsandyb@xplornet.ca; svseba@telusplanet.net; info@silverbeach.ca; administration@wildwillowenterprises.com; tomaszyk@mcsnet.ca; administration@wildwillowenterprises.com;



TOWN OF ROCKY MOUNTAIN HOUSE

P O BOX 1509 5116 50 AVENUE ROCKY MOUNTAIN HOUSE AB T4T 1B2

July 8, 2021

Honourable Prasad Panda Minister of Infrastructure Office of the Minister Infrastructure 127 Legislature Building 10800 - 97 Avenue Edmonton, AB T5K 2B6

Email: infrastructure.minister@gov.ab.ca

RE: Cancellation of Household Hazardous Waste Funding

Dear Minister Panda,

Under the Town of Rocky Mountain House Strategic Plan, Council is committed to being an environmental leader. Our municipality has focused on waste reduction and diversion, with the notable recent achievements of opening the Town of Rocky Mountain Eco Centre and launching a residential curbside organics collection program. Our 6,800 residents have embraced these programs and households are taking careful stewardship of their waste.

It is in this context that we were disappointed to learn the Government of Alberta ceased disposal funding for the provincial Household Hazardous Waste (HHW) program as of June 1, 2021. Alberta Environment and Parks' grant provided for the safe collection and transportation of these goods, while Alberta Infrastructure waived disposal fees at the Swan Hills Treatment Centre.

This action burdens municipalities with a \$2 million annual cost to safely dispose of HHW. Given the financial strain on municipalities affected by the global pandemic, this decision by the Alberta Government will force Albertans to take a step backwards in responsible waste disposal.

The Town of Rocky Mountain House urges you to take a long view of responsible waste management. With the pending transition to Extended Producer Responsibility (EPR) in Alberta, we encourage you to reinstate Alberta Infrastructure funding for municipalities to offset cost of disposal. Alternatively, the Government of Alberta should expedite the implementation of EPR for HHW to mitigate this unexpected financial burden on municipalities.

If you have any questions, I can be reached at tburke@rockymtnhouse.com or by phone at 403-846-8129. Alternately, you may contact our Chief Administrative Officer, Dean Krause at dkrause@rockymtnhouse.com or by phone at 403-844-3431.



Sincerely,

Mayor Tammy Burke

CC: Hon. Jason Nixon, Minister of Environment and Parks RCA President, Jodi Tomchyshyn London

Town Council CAO, Dean Krause Alberta Municipalities



cao@onoway.ca

From:

Mike Decker <Mike.Decker@gov.ab.ca> on behalf of MA MSL Engagement Group

<MA.MSLEngagementGroup@gov.ab.ca>

Sent:

July 8, 2021 1:36 PM

Cc:

Mike Decker

Subject:

2021 AUMA Convention - Meeting with Minister of Municipal Affairs

Dear Chief Administrative Officers:

We are writing to inform you of a potential opportunity for municipal councils to meet with the Honourable Ric McIver, Minister of Municipal Affairs, at the 2021 AUMA Fall Convention, scheduled for November 17-19, 2021. It is our hope that these meetings will be in person.

We understand there may be newly elected officials on council and the meeting requirements may change following the municipal elections. However, should your municipality wish to meet with Minister McIver during the convention, please submit a request by email to MA.MSLEngagementGroup@gov.ab.ca no later than September 10, 2021.

In your meeting request, please be sure to include two specific policy items or issues your municipality would like to discuss with the Minister.

We generally receive more requests to meet with the Minister than can be reasonably accommodated over the course of the convention. To ensure suitable consideration of requests, municipalities should be mindful of the following criteria:

- Policy items or issues directly relevant to the Minister of Municipal Affairs and the department will be given priority.
- Municipalities located within the Capital Region can be more easily accommodated throughout
 the year, so priority will be given to requests from municipalities at a distance from Edmonton
 and to municipalities with which Minister McIver has not yet had an opportunity to meet.
- Meeting requests received after the deadline will not be considered for the convention, but may be considered for future meeting opportunities.

Meeting times with the Minister are scheduled for approximately 20 minutes per municipality. This will allow the Minister the opportunity to engage with as many municipal councils as possible. All municipalities submitting meeting requests will be notified at least two weeks prior to the convention as to the status of their request.

Municipal Affairs will make every effort to find alternative opportunities throughout the remainder of the year for those municipalities the Minister is unable to accommodate during the convention.

Sincerely,

Mike Decker/Stakeholder Relations Team Municipal Affairs



Classification: Protected A



LEASE AGREEMENT

THIS LEASE made this

day of

, 2021.

BETWEEN:

The Town of Onoway, of Box 540, Onoway, Alberta, T0E 1V0 a municipality in the Province of Alberta,

(the "Landlord")

OFTHE FIRST PART;

-and-

The Onoway Facility Enhancement Association ("OFEA"), a Society under the laws of the Province of Alberta,

(the "Tenant")

OF THE SECOND PART;

THE AGREEMENT:

1. ARTICLE ONE - GRANT AND TERM

1.1. <u>Leased Premises</u>. In consideration of the rent, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord leases to the Tenant the following premises:

The Onoway Community Hall located on the property legally described as: Plan 6288BZ, Block 2, Lots 10,11,12 Excepting Thereout All Mines and Minerals (the "Leased Premises")

and the Tenant hereby leases and accepts the Leased Premises from the Landlord, to have and to hold during the Term, subject to the covenants, conditions and agreements set out in this Lease.

- 1.2. Ownership and Control. The Landlord at all times retains ownership of the Leased Premises and, as such, reserves all rights with respect to the Leased Premises not otherwise granted to the Tenant.
- 1.3. The Term. The Tenant shall, subject to this Lease, have and hold the Leased Premises for and during the term (the "Term") of 5 years 5 months from August 1st, 2021 (the "Commencement Date"), to December 31, 2026 unless earlier terminated pursuant to the terms of this Lease.

- 1.4. Renewal. Provided that this Lease has not been terminated prior to the end of the Term as set forth herein, unless written notice of termination of this Lease is given by either Landlord or Tenant within thirty (30) days prior to the end of the Term, this Lease shall be considered to be renewed for a further one (1) year term on the same terms and conditions.
- 1.5. Notice of Termination. The Landlord may terminate this Lease, for any reason whatsoever, in its sole discretion, on the provision of 60 days' notice of such termination to the Tenant.

2. ARTICLE TWO - RENT.

2.1. Rent.

- a. The Tenant shall pay annual rent of ONE DOLLAR (\$1.00), by cash or cheque.
- b. The first payment of rent shall be made on or before the Commencement Date and, if the Lease is renewed in accordance with its terms, all subsequent payments are to be made annually on this anniversary date.
- 2.2. <u>Lease Year</u>. "Lease Year" means each successive period of twelve calendar months during the Term ending:
 - if the Term commences on the first day of a calendar month, on an anniversary of the last day of the calendar month preceding the calendar month in which the Term commences; and
 - b. if the Term commences other than on the first day of the calendar month, on an anniversary of the last day of the calendar month preceding the calendar month in which the Term commences (so as to exclude in such case in the first Lease Year and the first month of such Lease Year the broken portion of the calendar month between the last day of the calendar month preceding the month in which the Term commences and the commencement of the Term).
- 2.3. Where Payments to be Made. All payments required to be made by the Tenant under or in respect of this Lease shall be made to the Landlord at the Landlord's office in the Town of Onoway, Alberta, or to such agent or agents of the Landlord or at such other place as the Landlord shall hereafter from time to time direct in writing to the Tenant.

3. ARTICLE THREE - PARKING FACILITIES AND THE COMMON AREAS AND FACILITIES

3.1. <u>License</u>. The Tenant, its employees, licensees and invitees and all persons lawfully requiring communication with the Tenant shall have free and uninterrupted access to the Leased Premises, the Lands and any parking area provided by the Landlord, at all times, subject to the reasonable rules and regulations as may be promulgated from time to lime by the Landlord.

4. ARTICLE FOUR — COST OF MAINTENANCE AND OPERATION OF THE LEASED PREMISES

- 4.1. <u>Tenant to Pay Utilities</u>. The Tenant shall be solely responsible for and shall promptly pay all charges for water, gas, electricity, telephone and other utilities used or consumed in the Leased Premises. In no event shall the Landlord be liable for, nor have any obligation with respect to, an interruption or cessation of, or a failure in the supply of any such utilities, services or systems, including without limitation the water and sewage systems, to the Lands or to the Leased Premises whether or not supplied by the Landlord or others.
- 4.2. Heating and Air-Conditioning. The Tenant shall, throughout the Term, operate, maintain and regulate the heating, ventilating and air-conditioning equipment if any, within, or installed by or on behalf of the Tenant for the Leased Premises in such a manner as to maintain reasonable conditions of temperature and humidity within the Leased Premises. The Tenant shall be solely responsible for the cost of heating, ventilating and air-conditioning, which costs shall include, without being limited to, fuel, water electricity, supplies (including those occasioned by everyday wear and tear) general maintenance, repairs and replacements, including major repairs and replacements, to the plant and equipment supplying or distributing such heal, ventilation or air-conditioning. The Tenant shall deliver to the Landlord a copy of its preventative maintenance contract for the heating, ventilating and air-conditioning equipment on the commencement of the Term and before every renewal of such contract.
- 4.3. <u>Elevator</u> the Tenant shall, throughout the Term, operate and maintain the Elevator including completion of the annual inspection and ensuring any items identified are rectified. All work (inspections, repairs etc) on the elevator shall be completed by an individual/company who is certified and licensed to inspect/repair Elevators

5. <u>ARTICLE FIVE — MAINTENANCE, REPAIRS AND ALTERATIONS</u>

- 5.1. Maintenance and Repairs by Tenant. The Tenant, at its own expense, shall maintain and keep the Leased Premises and every part thereof in good order and condition. The Tenant shall also, at its own cost, promptly make all needed repairs including without limitation, major structural repairs, to the Leased Premises. Any replacements, including but not limited to, replacements and repairs to and of the roof and all electrical, plumbing, climate control systems, machinery and equipment in and to the Leased Premises, all entrances, glass, show window moldings, store fronts, partitions, doors and any and all other fixtures, equipment and appurtenances, that are part of the Leased Premises (reasonable wear and tear, and damage by fire, lightning, and tempest only excepted) shall be made by the Tenant, at its own cost, using new materials and in good and workmanlike manner. The Tenant shall keep the Leased Premises well painted, clean and in such condition as a careful owner would do.
 Major structural repairs shall be the responsibility of the Landlord, or the Landlord and Tenant in partnership as agreed upon between the two parties.
- 5.2. <u>Improvements, Alterations, Partitions</u>. The Tenant shall not install or construct fixtures, partitions, or other permanent improvements, or make structural alterations, to the

Leased Premises without the advance approval of the Landlord in writing. Should the Tenant propose, and the Landlord agree in writing to such improvements, alterations or partitions, these shall be completed in a professional and workmanlike manner by a qualified tradesperson for that specific scope of work (electrician, plumber, carpenter etc) at the Tenant's sole expense. Any such improvements, alterations, or partitions, shall become the property of the Landlord at the end of the Term without compensation to the Tenant.

5.3. Maintenance by the Landlord. If the Tenant refuses or neglects to repair as required pursuant to this Article and to the reasonable satisfaction of the Landlord, the Landlord may make such repairs without liability to the Tenant for any loss or damage that may accrue to the Tenant's merchandise, fixtures, other property or business by reason thereof, and upon completion of such repairs, the Tenant shall pay to the Landlord the Landlord's cost for making such repairs. The Tenant agrees that the making of any repairs by the Landlord pursuant to this Section is not a re-entry or a breach of any covenant for quiet enjoyment contained in this Lease.

5.4. Entry by Landlord.

- a. <u>General</u>. The Tenant covenants that it shall be lawful for the Landlord and its agent(s) at all reasonable times during the Term and upon twenty-four hours (24) notice by telephone or other means to enter the Leased Premises to inspect its condition. Where an inspection reveals that repairs are necessary, the Landlord shall give to the Tenant notice in writing, and immediately thereafter the Tenant will forthwith proceed to make all necessary repairs in a good and workmanlike manner, using at all times new materials, and to the satisfaction of the Landlord, so as to complete same within the reasonable time or times provided for in the notice delivered by the Landlord as aforesaid. The failure by the Landlord to give notice shall not relieve the Tenant from any of its obligations to repair in accordance with the provisions hereof.
- b. <u>Emergency Entry</u>. The Tenant also acknowledges and agrees that it shall be lawful for the Landlord and its agents to enter the Leased Premises during the Term without notice if the Landlord perceives there is an emergency and immediate entry to the Leased Premises is necessary.
- 5.5. Leave Premises in Good Repair. The Tenant will, at the expiration or sooner termination of the Term or any renewals thereof peaceably surrender and yield up unto the Landlord the Leased Premises with all improvements, erections and appurtenances at any time or times during the Term shall be made, placed or erected therein or thereon, in good and substantial repair and condition, reasonable wear and tear and damage by fire, lightning and tempest only excepted, and the Tenant shall surrender all keys for the Leased Premises to the Landlord at the place then fixed for payment of Rent and shall inform the Landlord of all combinations on locks, safes and vaults, if any, in the Leased Premises. The Tenant shall, however, if requested by the Page 4 of 14

(33)

Landlord remove all improvements, erections, alterations, fixtures or other appurtenances made, placed or erected at any time or times during the Term in or on the Leased Premises, at the sole cost and expense of the Tenant, and shall repair all damage to the Leased Premises caused by their installation and/or removal. The Tenant's obligation to observe and perform this covenant shall survive the expiration or sooner determination of the Term or any renewal thereof.

- 5.6. <u>Damage to Leased Premises</u>. The Tenant shall, in the event of any damage to the Leased premises by any cause or causes, give notice in writing to the Landlord of such damage immediately upon the same becoming known to the Tenant. The Tenant shall give Landlord prompt notice of any defect to plumbing, climate control apparatus, electrical equipment and wires and any other defect in the Leased Premises and anything connected therewith. Notwithstanding anything to the contrary contained in this Lease, the Tenant shall not be relieved of its repair and replacement obligations as set forth in this Lease.
- 5.7. Overloading. The Tenant will not bring upon the Leased Premises any machinery, equipment, article or thing that by reason of its weight, size or use might damage the floors of the Leased Premises and if any damage is caused to the Leased Premises by any machinery, equipment, article or thing or by overloading or by any act, neglect or misuse on the part of the Tenant or any of its servants, agents, or employees or any persons having business with the Tenant, the Tenant will forthwith repair the same using, at all times, new materials or pay to the Landlord the cost of making good the same, forthwith upon demand.
- 5.8. <u>Tenant not to Overload Utility Facilities</u>. The Tenant will not install any equipment which would exceed or overload the capacity of the utility facilities in the Leased Premises.
- 5.9. <u>Plumbing Facilities</u>. The plumbing facilities in the Leased Premises shall not be used for any other purpose than that for which they are constructed.
- 5.10. <u>Garbage</u>. The Tenant will keep the Leased Premises and its surrounding area and every part thereof in a clean and tidy condition and will not permit waste paper, garbage, ashes or waste or objectionable material to accumulate thereon.
- 5.11. Tenant Shall Discharge All Liens. The Tenant shall promptly pay all its contractors and suppliers and shall do all things necessary to minimize the possibility of a lien attaching to the Leased Premises or to any or part of the Lands. Should any such lien be made or filed, the Tenant shall discharge the same forthwith at the Tenant's expense. In the event the Tenant shall fail to cause any such lien to be discharged as aforesaid, then, in addition to any other right or remedy of the Landlord, the Landlord may, but it shall not be so obligated, discharge same by paying the amount claimed to be due, together with interest costs and other amounts required to so discharge and vacate the said lien into Court or directly to any such lien claimant and the amount so paid by the Landlord and all costs and expenses including solicitor's fees (on a solicitor and his client basis) incurred herein for the discharge of such lien shall be due and payable by the Tenant to the Landlord on demand.

5.12. <u>Inspect Premises</u>. During the Term any person or persons may inspect the Leased Premises and all parts thereof upon twenty-four (24) hours notice by telephone or other means at all reasonable times, on producing a written order to that effect signed by the Landlord or its agents for the purpose related to the obligations or responsibilities of either party under the Lease.

6. ARTICLE SIX — USE OF LEASED PREMISES/ SERVICES

- 6.1. Services provided by Tenant. During the Term, or any renewal thereof, the Tenant shall manage and supervise all aspects of the operation of the Leased Premises, being a Community Hall. Without limiting the generality of the foregoing, the Tenant is responsible for the following:
 - a. Coordinating the use and rental of the Community Hall to community organizations, community groups, or others, for events or functions;
 - b. Collecting any rental monies due as a result of the events or functions held;
 - c. Establishing the rental fees for the use of the hall for events or functions; and
 - d. Screening potential users of the hall to confirm that the planned function or event is appropriate for the venue and will not be dangerous or likely to result in damage to the Leased Premises.
- 6.2. Services provided by Landlord. The Landlord will provide snow plowing services for the parking lot at no cost to the Tenant. However, these services will be provided in accordance with the Landlord's municipal plan and associated priorities for snow clearance of roads and other municipal properties, in its sole discretion. Should the Tenant have snowplowing of the parking lot done before the Landlord can plow it, it shall be at the sole cost and expense of the tenant.
- 6.3. <u>Use of Premises</u>. The Tenant covenants that it will not use or permit to be used any part of the Leased Premises for any dangerous, noxious or offensive trade or business, and will not cause or maintain any nuisance in, at or on the Leased Premises.
- 6.4. Compliance with Laws, etc. The Tenant shall promptly comply with all requirements of all applicable statutes, laws, by-laws, rules, regulations, ordinances and orders from time to time in force during the Term hereof, whether municipal, provincial, federal, or otherwise, including all lawful requirements of the local board of health, police and fire departments and municipal authorities and with every applicable regulation, or of any liability or fire insurance company by which the Landlord and Tenant or either of them may be insured at any time during the Term hereof.
- 6.5. Nuisance. The Tenant will not do or omit to do or permit to be done or omit anything upon

or in respect of the Leased Premises, the doing or omission of which (as the case may be) shall be or result in a nuisance or menace to the Landlord or to local residents or businesses.

7. ARTICLE SEVEN — INSURANCE

7.1. Tenant's Insurance

- a. The Tenant covenants and agrees at its own cost and expense to take out and keep in full force and effect and in the names of the Tenant and the Landlord as their respective interests may appear, the following insurance:
 - i. insurance upon property of every description and kind owned by the Tenant, or for which the Tenant is legally liable or installed by or on behalf of the Tenant and which is located within the Lands, the Building and Leased Premises including, without limitation, stock-in-trade, furniture, fittings, installations, alterations, additions, partitions, fixtures and anything in the nature of a leasehold improvement in an amount of not less than one hundred percent (100%) of the full replacement cost thereof, with minimum coverage against at least, the perils of fire, and standard extended coverage including sprinkler leakages (where applicable), earthquake, flood and collapse. In the event that there is a dispute as to the amount which comprises full replacement cost, the decision of the Landlord shall be conclusive;
 - Tenant's legal liability insurance for the full replacement cost of the Leased Premises, including loss of use thereof;
 - property damage and public liability insurance including personal liability, contractual liability, non-owned automobile liability and owner's and contractors' protective insurance coverage with respect to the Leased Premises, and the Tenant's use of the Common Areas and Facilities, coverage to include the business operations conducted by the Tenant and any other person on the Leased Premises. Such policies shall be written on a comprehensive basis with limits of not less than \$5,000,000 for bodily injury to any one or more persons, or property damage, and such higher limits as the Landlord may reasonably requires from time to lime, and all such policies shall contain a cross-liability clause;
 - iv. broad form blanket repair and replacement coverage on boilers, pressure vessels, air-conditioning equipment and miscellaneous apparatus;
 - v. any other form or forms of insurance as the Tenant or the Landlord reasonably requires from time to time in form, in amounts and for insurance risks against which a prudent Tenant would protect itself;
- all property policies written on behalf of the Tenant shall contain if reasonably available, a waiver of subrogation rights which the Tenant's insurers may have against the Landlord and against those for whom the Landlord is in law responsible whether

- any such damage is caused by the act, omission or negligence of the Landlord or those for whom the Landlord is in law responsible;
- c. all policies of Insurance purchased by the Tenants shall be taken out with insurers acceptable to the Landlord and shall be in a form satisfactory from time to time to the Landlord. The Tenant agrees that certificates of insurance or, if required by the Landlord, certified copies of each such insurance policy, will be delivered to the Landlord as soon as practicable after the placing of the required insurance. All policies shall contain an undertaking by the insurers to notify the Landlord in writing not less than thirty (30) days or such reasonable period of time as may be provided in such policies prior to any material change, cancellation or termination thereof:
- d. if the Tenant fails to take out or to keep in force any such insurance referred to in this Section, or should any such insurance not be approved and the Tenant does not rectify the situation within twenty-four (24) hours after written notice by the Landlord to the Tenant, the Landlord has the right without assuming any obligation in connection therewith, to effect such insurance at the sole cost of the Tenant and all outlays by the Landlord shall be immediately paid by the Tenant to the Landlord on the first day of the next month following said payment by the Landlord without prejudice to any other rights and remedies of the Landlord under this Lease; and
- e. the Tenant covenants and agrees, at its sole cost and expense to replace any plate glass or other glass that has been broken or removed during the Term and will at all times keep the plate glass on the Leased Premises fully insured, pay the premiums therefor and provide the Landlord with a certificate of such plate glass insurance.
- 7.2. Increase in Insurance Premiums. If the Tenant's use and occupation of the Leased Premises, whether or not the Landlord has consented to same, causes any premium increase in casualty and other types of insurance that may be carried by the Landlord from time to time in respect of the Lands, the Tenant shall pay any such increase in premiums within ten (10) days after a bill for such additional premiums shall be rendered by the Landlord. In determining whether such increased premiums are a result of the Tenant's use and occupancy of the Leased Premises, a schedule issued by the organization making the insurance rates on the Lands showing the various components of such rate shall be conclusive evidence of the several items and charges which make up such rate. The Tenant shall comply promptly with all requirements of any insurer, now or hereafter in effect, pertaining to or affecting the Leased Premises.
- 7.3. <u>Cancellation of Insurance</u>. If any insurance upon the Lands or any part thereof shall be cancelled or shall be threatened by the insurer to be cancelled, or the coverage thereunder reduced in any way by the insurer by reason of the use and occupation of the Leased Premises or any part thereof by the Tenant or by any sub-tenant of the Tenant or by anyone permitted by the Tenant to be upon the Leased Premises and if the Tenant fails to remedy the condition giving rise to the cancellation, threatened cancellation or reduction of coverage

within twenty-four (24) hours after notice thereof by the Landlord, the Landlord may, at its option, either: (1) re-enter the Leased Premises forthwith by leaving upon the Leased Premises a notice in writing of its intention so to do and thereupon the Landlord's rights and remedies contained in Article Nine shall apply; or (2) enter upon the Leased Premises and remedy the condition giving rise to such cancellation, threatened cancellation or reduction and the Tenant shall forthwith on demand pay the costs thereof to the Landlord and the Landlord shall not be liable for any damage or injury caused to any property of the Tenant or of others located on the Leased Premises as a result of such entry, whether caused by the negligence of the Landlord, its agents, servants, employees or persons for whom it is in law responsible.

- 7.4. Loss or Damage. The Landlord shall not be liable for any death or injury arising from or out of any occurrence in, upon, at, or relating to the Lands, the Building or the Leased Premises, or damage to property of the Tenant or of others located on the Leased Premises nor shall it be responsible for any loss of or damage to any property of the Tenant or others from any cause whatsoever. Without limiting the generality of the foregoing, the Landlord shall not be liable for any injury or damage to any persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, flood, snow or leaks from any part of the Leased Premises or from the pipes, appliances, plumbing works, roof, or subsurface of any floor or ceiling or from the street or any other place or by dampness or by any other cause whatsoever. The Landlord shall not be liable for any such damage caused by other tenants or persons in the Building or on the Lands or by occupants of adjacent property thereto, or the public, or caused by construction, or caused by any private, public or quasi-public work or utility, including any interruption, cessation or failure of same. All property of the Tenant kept or stored on the Leased Premises shall be so kept or stored at the risk of the Tenant only and the Tenant shall indemnify and save harmless from any claims arising out of any damages to the same including, without limitation, any subrogation claims by the Tenant's insurers. The contents of this section shall survive the termination or surrender of this Lease notwithstanding anything in this Lease to the contrary.
- 7.5. Indemnification of Landlord. Notwithstanding any other terms, covenants and conditions contained in this Lease, the Tenant shall indemnify the Landlord and save it harmless from and against any and all loss, claims, actions, damages, liability and expense in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of this Lease or any occurrence in, upon, or at the Leased Premises or the occupancy or use by the Tenant of the Leased Premises or any part thereof, or occasioned wholly or in part by any act or omission of the Tenant or by anyone permitted to be on the Leased Premises by the Tenant. If the Landlord shall be made a party to any litigation commenced by or against the Tenant, then the Tenant shall protect, indemnify and hold the Landlord harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Landlord in connection with such litigation. The Tenant shall also pay all costs, expenses and legal fees (on a solicitor and client basis) that may be incurred or paid by the Landlord in enforcing the terms, covenants and conditions of this Lease, unless a Court shall decide otherwise. The



contents of this section shall survive the termination or surrender of this Lease notwithstanding anything in this Lease to the contrary.

8. ARTICLE EIGHT — ASSIGNMENT AND SUBLETTING

- 8.1. Assignment. The Tenant may not assign this Lease.
- 8.2. <u>Subletting</u>. The Tenant may not sub-let the Leased Premises. For certainty, however, in this section "Subletting" does not include providing the Tenant's services in respect of the rental of the Community Hall as outlined in Article Seven of this Lease.

9. ARTICLE NINE — DEFAULT

9.1. No Exceptions for Distress. Notwithstanding the benefit of any present or future statute taking away or limiting the Landlord's right of distress, none of the goods and chattels of the Tenant on the Leased Premises at any time during the Term shall be exempt from levy by distress for Rent in arrears or other amounts owing to the Landlord by the Tenant pursuant to the terms of this Lease, and that upon any claim being made for such exemption by the Tenant upon distress being made by the Landlord, this covenant and agreement may be pleaded as an estoppel against the Tenant in any action brought to test the right to the levying upon any such goods or chattels; the Tenant waiving as it hereby docs all and every benefit that could or might have accrued to it by any present or future statute but for this covenant.

9.2. Right to Re-Enter. In the event that:

- the Tenant dissolves, becomes inactive, or its status as a Society ceases or lapses, for failure to file necessary corporate registry returns or notices, or any other reason;
- the Tenant fails to pay any Rent or other sums due hereunder on the day or dates appointed for the payment thereof, and docs not remit such payment within five (5) days of receipt of written notice from the Landlord demanding the payment thereof; or
- c. the Tenant fails to observe or perform any other of the terms, covenants or conditions of this Lease to be observed or performed by the Tenant (provided the Landlord first gives the Tenant thirty (30) days written notice or no notice in case of a real or apprehended emergency of any such failure to perform) and the Tenant within such period of thirty (30) days fails to cure or takes reasonable steps to cure any such failure to perform; or
- d. the Tenant assigns, transfers, encumbers, sublets or permits the occupation or use or the parting with or sharing possession of all or any part of the Leased Premises by anyone except in a manner permitted by this Lease; or
- e. the Tenant is late in the payment of Rent or any other sum due hereunder on three (3) separate occasions during any twelve month period; or
- f. re-entry is permitted under any other terms of this Lease:

then the Landlord, in addition to any other rights or remedies it has pursuant to this Lease, or by law, has to the extent permitted by law, the immediate right of re-entry in the name of the whole, upon and in the Leased Premises or any part thereof and may expel all persons and remove all property from the Leased Premises and such property may be removed and sold or disposed of by the Landlord as it deems advisable or may be stored in a public warehouse or elsewhere at the cost and for the account of the Tenant, all without the Landlord being considered guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Upon such re-entry, the Landlord shall be entitled to have again, repossess and enjoy, as of its former estate, the Leased Premises.

- 9.3. Right to Relet. If the Landlord elects to re-enter the Leased Premises as provided in this Lease or if it takes possession pursuant to legal proceedings or pursuant to any notice provided by law, it may either terminate this Lease or it may from time to time without terminating this Lease, make such alterations and repairs as are necessary in order to relet the Leased Premises, or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rent and upon such other terms, covenants and conditions as the Landlord in its sole and reasonable discretion considers advisable. Upon each such reletting all rent received by the Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from the Tenant to the Landlord; second, to the payment of any costs and expenses of such reletting including solicitor's fees and of costs of such alterations and repairs; third, to the payment of Rent, and other monies payable under this Lease which are due and unpaid hereunder; and the residue, if any, shall be held by the Landlord and applied in payment of future rent as the same becomes due and payable hereunder.
- 9.4. Expenses. If legal action is brought for recovery of possession of the Leased Premises, for the recovery of Rent or any other amount due under this Lease or because of the breach of any other terms, covenants or conditions herein contained on the part of the Tenant to be kept or performed and a breach is established, the Tenant shall pay to the Landlord all expenses incurred therefore, including legal fees (on a solicitor and his client basis).
- 9.5. <u>Removal of Goods</u>. In the event of removal by the Tenant of the goods and chattels of the Tenant from off the Leased Premises, the Landlord may follow the same for thirty (30) days.
- 9.6. Remedies Cumulative. Notwithstanding any other provision of this Lease, the Landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease, by statute or common law, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or the general law.

10. ARTICLE TEN —SUCCESSORS

10.1. Successors. All rights and liabilities herein given to, or imposed upon, the respective

parties hereto shall extend to and bind the respective heirs, administrators, successors and permitted assigns of the said parties; and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein contained.

11. ARTICLE ELEVEN — LANDLORD'S COVENANTS AND OBLIGATIONS

11.1. Provided that the Tenant has paid the Rent and all other sums payable pursuant to this Lease and has complied with all of the terms, covenants and conditions of this Lease, the Landlord covenants and agrees to and with the Tenant that it will provide Quiet Enjoyment of the Leased Premises. Should the Landlord choose to sell the community hall property, the Landlord and Tenant will enter into negotiations with respect to the potential value of any additions or improvements made to the facility by the Tenant, taking into consideration the original cost, depreciation, and value to the facility.

12. ARTICLE TWELVE — MISCELLANEOUS

- 12.1. Force Majeure. Notwithstanding anything to the contrary contained in this Lease, if the Landlord or the Tenant is delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of being unable to obtain materials, goods, equipment, services or labour; power failure; riots, insurrection, sabotage, rebellion, war, act of God, or by reason of any Statute, law or Order in Council, or any regulation or Order passed or made pursuant thereto, or by reason of the Order or Direction of any Administrator, Comptroller, Board, Governmental Department or Office, or other authority required thereby, or by reason of any other cause beyond its control, whether of the foregoing character or not, the Landlord or the Tenant, as the case may be, shall be relieved from the fulfillment of such obligation and the Tenant or the Landlord respectively shall not be entitled to compensation for any inconvenience, nuisance, or discomfort thereby occasioned. This section shall not apply to the payment of Rent by the Tenant.
- 12.2. <u>Notices</u>. Any notice, request or demand herein provided for or given hereunder if given by the Tenant to the Landlord shall be sufficiently given if delivered or if mailed by registered mail, postage prepaid, addressed to the Landlord at:

The Town of Onoway, Box 540, Onoway, Alberta T0E 1V0

Any notice herein provided for or given hereunder if given by the Landlord to Tenant shall be sufficiently given if delivered or mailed by registered mail, postage prepaid, addressed to the Tenant at:

Box 524, Onoway, Alberta T0E 1V0

Any notice mailed as aforesaid shall be conclusively deemed to have been given on the third business day following the day on which such notice is mailed as aforesaid. Either the Landlord or Tenant may at any time give notice in writing to the other of any change of address of the party giving such notice and from and after the giving of such notice provided such new address is within the province of Alberta the address therein specified shall be

Page 12 of 14

- deemed to be the address of such party for the giving of such notices thereafter. In the event of a mail strike or other interruption in the delivery of mail, all notices, requests or demands shall be hand delivered or by email.
- 12.3. Waiver of Breach. The waiver by the Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term covenant or condition herein contained. The subsequent acceptance of Rent or other sums payable hereunder by the Landlord shall not be deemed to be a waiver of any preceding breach by the Tenant of any term, covenant or condition of this Lease, regardless of the Landlord's knowledge of such preceding breach at the time of acceptance of such Rent or other sum payable. No covenant, term or condition of this Lease shall be deemed to have been waived by the Landlord unless such waiver is in writing and signed by the Landlord.
- 12.4. Entire Agreement. This Lease, together with the rules and regulations promulgated by the Landlord, from time to time, set forth all the covenants, promises, agreements, conditions and understandings between the Landlord and the Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. This Lease replaces any prior agreement between the parties as to the lease of the Leased Premises. Except as herein otherwise provided no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the Landlord or the Tenant unless in writing and signed by each of them.
- 12.5. The use of the neuter singular pronoun to refer to the Landlord or the Tenant shall be deemed a proper reference even though the Landlord or the Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. Each party hereto acknowledges that it and its legal counsel have reviewed and participated in settling the terms of this Lease, and the parties hereby agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Lease.
- 12.6. <u>Partial Invalidity</u>. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and enforced to the fullest extent permitted by law.
- 12.7. Registration. The Tenant shall not register this Lease at the Land Titles Office without the

advance written consent of the Landlord.

- 12.8. <u>Governing Law</u>. This Lease shall be construed in accordance with and governed by the laws of the Province of Alberta.
- 12.9. <u>Time of the Essence</u>. Time shall be of the essence of this Lease and of every part hereof.

IN WITNESS WHEREOF the Landlord and Tenant have executed this Lease on the day and year first written above.

)	The Landlord:
)))	The Town of Onoway Per:
)))	(SEAL)
	Name:
()	Position:
The state of the s	
	Name:
	Position:
	F USICIOII,
Signed by the said	The Tenant:
Tenant)	
in the presence of:	Onoway Facility Enhancement Association
	Per:
A CONTRACTOR OF THE PARTY OF TH	
(witness)	Name:
j	Position:



Page 15 of 14 1

cao@onoway.ca

From:

cao@onoway.ca

Sent:

July 9, 2021 6:14 PM

To:

'aboffice@albertabeach.com'; 'administration@wildwillowenterprises.com';

'd.evans@valquentin.ca'; 'office@sunsetpoint.ca'; 'svcastle@telus.net';

'cao@rosshaven.ca'; 'cao@svnakamun.com'; 'cao@onoway.ca'

Cc: 'Jason

'Jason Madge'; 'Dave ives'

Subject:

Onoway Regional Fire Services - July 26 Meeting

Attachments:

orfs-july26,2021 agenda.pdf

Hi everyone – attached is an agenda for an ORFS meeting scheduled for Monday July 26 at 10:00 a.m. at the Onoway Museum and Heritage Centre.

The main discussion item at this meeting will be new radios.

W

Wendy Wildman

CAO Town of Onoway Box 540 Onoway, AB. TOE 1V0

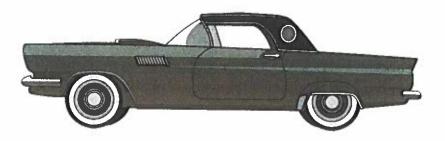
780-967-5338 Fax: 780-967-3226

cao@onoway.ca

NOTE EMAIL CONTACT INFORMATION HAS CHANGED TO: cao@onoway.ca

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July, 2021

2021 Alberta Beach Show & Shine

Alberta Beach 50 Plus Club are once again hosting the Alberta Beach Show & Shine on August 21, 2021. It will be our 22nd Annual Show & Shine.

The Alberta Beach 50 Plus is a non-profit organization and therefore relies on generous sponsors. It would be greatly appreciated if you would be able to help us in our quest to make this a great show and shine.

We are collecting items to be used as door prizes that will be awarded at the event.

Thank you for all the support you are able to give us. It is greatly appreciated and will make this event a fun one.

Andre Brassard

Phone # 780-625-7214

Coordinator of the Show and Shine Car Show for the 50 Plus Club



cao@onoway.ca

From:

Kristy Tuts < Kristy.Tuts@gov.ab.ca>

Sent:

July 9, 2021 3:56 PM

To:

Kristy Tuts

Subject:

Alberta Labour Force Statistics Highlights for June 2021

Happy Friday Everyone!

Alberta's seasonally adjusted unemployment rate was 9.3% in June 2021, a 0.6 percentage point increase from the previous month and a 6.5 percentage points decrease from the same month last year. This rate was tied for third highest in Canada with New Brunswick, after Newfoundland and Labrador's 13.0% and Prince Edward Island's 12.5%. The national rate was 7.8%, down 0.4 percentage points from the previous month.

The June 2021 labour force statistics (LFS) Alberta Highlights are available in the Government of Alberta website. Please use the link below to the publication:
Labour Force Statistics

The unadjusted three-month moving average unemployment rate for Alberta Indigenous peoples living off-reserve was 15.1% in June 2021 down 0.3 percentage points from May 2021 and down 10.3 percentage points from the same month last year. The national rate was 12.7%, down 0.3 percentage points from the month before.

June 2021 LFS Indigenous Peoples Highlights are available in the Government of Alberta website. Please use the link below to the publication:

Labour Force Statistics

The next LFS release will be on Friday, August 6th, 2021.

Have a great weekend,

Kristy Tuts

Workforce Consultant, Alberta Labour and Immigration Employer and Program Services Branch Government of Alberta

Box 749, Room 202 Midtown Mall, 5115 49 St. Whitecourt, Alberta, T7S 1N7

Cell: (780) 268-4756 Kristy tuts@gov.ab.ca





Classification: Protected A



cao@onoway.ca

From:

Trista Court <tcourt@lsac.ca>

Sent:

July 8, 2021 1:35 PM

To:

County of Barrhead; Wendy Wildman (cao@onoway.ca); Gordon Frank, CAO -

Woodlands County

Cc:

D. Choma

Subject:

FW: PO Bulletin - 13-2021 - Amendment to the Tobacco and Smoking Reduction Act

with Attachment

Attachments:

BULLETIN - 13-2021 - Amendment to the Tobacco and Smoking Reduction Act with

Attachment.pdf

The attached is being shared for your information. Currently, all Lac Ste. Anne County Community Peace Officers have authority under the Tobacco and Smoking Reduction Act ... and so we anticipate new Peace Officer Appointments are forthcoming, and will grant similar authority under the new Tobacco, Smoking and Vaping Act.

Please reach out if you have any questions or concerns.

Trista Court

General Manager of Community & Protective Services, Lac Ste. Anne County 56521 RGE RD 65 BOX 219 SANGUDO, ALBERTA TOE 2A0 PHONE: 780.785.3411 TOLL-FREE: 1.866.880.5722 FAX: 780.785.2985 CELL: 780.284.1538 Isac.ca

Visit CountyConnect.ca to sign up for critical alerts as they happen!

From: Tracy Green <tgreen@countygp.ab.ca>

Sent: July 8, 2021 9:41 AM

To: Armstrong Shelley County Manager (sarmstrong@flagstaff.ab.ca) <sarmstrong@flagstaff.ab.ca>; Bob CAO Beck (bbeck@beaver.ab.ca) <bbeck@beaver.ab.ca>; Brent Hoyland, Assistant CAO <bhoyland@flagstaff.ab.ca>; Brian Henderson <Brian.Henderson@wheatlandcounty.ca>; CAO Big Lakes County Jordan Panasiuk <jpanasiuk@biglakescounty.ca>; CAO Shirley Bremer (shirley@starlandcounty.com) <shirley@starlandcounty.com>; CAO Thorhild County <cao@thorhildcounty.com>; CAO Westlock County Leo Ludwig (cao@westlockcounty.com) <cao@westlockcounty.com>; Charlie Cutforth <charliecutforth@ponokacounty.com>; Charlie Cutforth - Ponoka County <ponokacounty@ponokacounty.com>; Curtis CAO Herzberg (cherzberg@rdcounty.ca) <cherzberg@rdcounty.ca>; Doug Lagore, Town of Strathmore <doug.lagore@strathmore.ca>; Duane Coleman, County Manager <duanec@leduccounty.com>; Gord Johnston, Associate Commissioner, Community Services, Strathcona County <gord.johnston@strathcona.ca>; Jeff Chipley, Asst CAO, Wetaskiwin County <jchipley@county.wetaskiwin.ab.ca>; jholmes@mvcounty.com; Joulia Whittleton <jwhittleton@countygp.ab.ca>; Keith Bodin, CAO <Keith.Bodin@Fortymile.ab.ca>; King Paul, CAO Camrose County <pking@county.camrose.ab.ca>; Lac La Biche County main email (for CAO/Director) (main.office@laclabichecounty.com) <main.office@laclabichecounty.com>; laura.swain@parklandcounty.com; Lawrason Tyler Administrator (tlawrason@mdprovost.ca) <tlawrason@mdprovost.ca>; Luc Mercier, CAO, MD of Bonnyville <lmercier@md.bonnyville.ab.ca>; Matthew Kreke, Assistant CAO <matthew@starlandcounty.com>; Millward Murray County Admin (murray@cardstoncounty.com) <murray@cardstoncounty.com>; Ollikka Cory CAO (collikka@smokylakecounty.ab.ca) <collikka@smokylakecounty.ab.ca>; Pat Vincent, Interim CAO, Woodlands County <pat.vincent@woodlands.ab.ca>, Risk

cao@onoway.ca

From:

penny@onoway.ca

Sent:

July 7, 2021 12:37 PM

To:

cao@onoway.ca

Subject:

FW: New provincial vaping regulations

Attachments:

ASH Update on TSVRA July 2021.pdf; ASH Model Smoking Bylaw 2020.docx

Penny Frizzell

penny@onoway.ca

Municipal Clerk & Records Management Town of Onoway Box 540 Onoway AB TOE 1V0 780-967-5338

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From: Ash Info <info@ash.ca> Sent: July 7, 2021 11:21 AM

To: info@onoway.ca

Subject: New provincial vaping regulations



Mayor Judith Tracy Town of Onoway Onoway AB TOE 1V0

July 7, 2021

Dear Mayor Tracy;

Re: New provincial vaping regulations



Attached you will find an ASH Update on Alberta Bill 19 which was proclaimed by Cabinet last month and will take effect on July 31.

This new provincial legislation regulates the sale, promotion, display and consumption of vaping products and there are several implications for municipalities.

You can find numerous municipal resources on tobacco, smoking and vaping on our **policy hub** at <u>www.ash.ca</u> including a model smoking/vaping bylaw.

If you need any assistance with your local smoking/vaping bylaws or policies please reply to this email or call our office at 780-426-7867.

Tobacco use is the leading avoidable cause of disease, disability and premature death in Canada and your municipality can play an important role in reducing public smoking and vaping.

We look forward to providing any assistance you may require.

Sincerely,

Disha Panchal (she/her) MPH, BDS Alberta Policy Specialist (Edmonton) Action on Smoking & Health (ASH Canada) PO Box 52117 RPO Garneau Edmonton, Alberta T6G 2T5

Tel: 780-426-7867 Mobile: 587-568-4931 Email: panchal@ash.ca







Alberta's amended *Tobacco, Smoking and Vaping Reduction Act*: Municipal Update

July 2021

The Alberta government recently proclaimed <u>Bill 19</u> which made several amendments to the *Tobacco and Smoking Reduction Act* including new restrictions on vaping products. These changes will take effect on July 31, 2021. The amendments have implications for Alberta municipalities but they do not interfere with the ability of local councils to pass bylaws to control tobacco, smoking, and nicotine vaping and to regulate the sale of these products. Section 7(a) of the *Municipal Government Act* provides local councils with broad authority over public health and safety including the authority to pass smoking and vaping bylaws.

Here are the major amendments to Alberta's tobacco (and vaping) legislation:

- Alberta has aligned provincial restrictions on the sale, advertising, display, and consumption of vaping products with those on tobacco.
- 2. Alberta has become the first province in Canada to align public restrictions on smoking and vaping with provincial restrictions on cannabis consumption.
- The new regulations provide an exemption for cigar lounges in indoor establishments including restaurants, bars and cigar stores.

Based on these new amendments, we urge local councils to:

1. Ensure that your local bylaws align restrictions on the smoking and vaping of tobacco with any local restrictions on the smoking and vaping of cannabis. Tobacco kills 50 times more Canadians than cannabis and local restrictions on tobacco use should mesh with restrictions on cannabis consumption. The Alberta government has aligned provincial restrictions on the use of

tobacco, vaping and cannabis which we applaud. However these restrictions do not extend to many public spaces such as parks, outdoor gatherings, public events, markets and hookah/shisha bars. Municipalities can close these loopholes with local bylaws. The alignment of these restrictions will help to reduce the social acceptability of public smoking and vaping and will protect youth and nonsmokers from exposure. This alignment will also help to improve compliance and simplify enforcement because the rules will be clear and consistent (i.e., no smoking or vaping of any substance in public spaces).

- 2. Adopt local bylaws to fill gaps in the provincial legislation. The provincial smoking restrictions do not adequately protect workers and users of group living facilities, hotel and motel guest rooms, public housing or public establishments that allow hookah smoking. The provincial law does not regulate smoking or vaping in many outdoor areas as listed above and it does not require tobacco or vaping retailers to be licensed. Various Alberta municipalities have adopted bylaws to address these omissions and we urge local councils to continue doing so.
- 3. Close the cigar lounge loophole. Unfortunately, the Alberta government has created a disturbing loophole for cigar lounges which can be closed by municipal councils. A number of local councils have passed bylaws that prohibit the creation of smoking lounges including Edmonton and Calgary. We encourage your council to pass a bylaw to prevent the creation of smoking lounges in your community by prohibiting all forms of smoking and vaping (including cannabis use) in indoor public places with no exemptions for cigar, shisha or cannabis lounges.

For more information, visit our website at www.ash.ca, email info@ash.ca or call 780-426-7867

BYLAW NO. X OF THE (MUNICIPALITY) IN THE PROVINCE OF ALBERTA

Being a bylaw respecting smoke-free public places and workplaces.

WHEREAS health officials have determined that secondhand tobacco smoke (exhaled smoke and the smoke from idling cigarettes, cigars and pipes) and smoking is a health hazard or discomfort for many persons;

AND WHEREAS the Council of the (Municipality) deems it expedient and appropriate to limit the effects of secondhand smoke and smoking for residents and visitors to the municipality and to protect youth and other vulnerable populations from these public health hazards;

AND WHEREAS the Council deems it expedient and appropriate to regulate smoking and tobacco use in public places and workplaces within the (Municipality); and in accordance with the *Municipal Government Act R.S.A. 2000 c. M-26 as amended*, has the authority to pass bylaws respecting:

- a) the safety, health and welfare of people and the protection of people and property;
- b) people, activities and things in, on or near a public place or place that is open to the public;
- c) businesses, business activities and persons engaged in business;

NOW THEREFORE, the Council of the (Municipality), duly assembled, hereby enacts as follows:

SECTION 1 - SHORT TITLE

1.1 This Bylaw may be cited as the "Smoking Bylaw".

SECTION 2 - DEFINITIONS

In this Bylaw:

- 2.1 "Ashtray" means a receptacle for tobacco ashes and for cigar and cigarette butts;
- 2.2 "Building" includes anything constructed or placed on, in, over or under land, whether permanent or temporary, into which a Person could enter;
- 2.3 "Council" means the Council of the Municipality of (name);
- 2.4 "Designated Public Place" means a place prescribed in Section 3;



- 2.5 "Educational Institution" means a public or private school or post-secondary institution;
- 2.6 **"Employee"** includes a person who performs any work for or supplies any services to any Employer;
- 2.7 "Employer" includes any person who as the owner, proprietor, manager, superintendent or overseer of any activity, business, work, trade, occupation or profession, has control over or direction of, or is directly or indirectly responsible for the employment of a person therein;
- 2.8 "Enclosed Walkway" means any pedway, bridge, hallway, connecting stairway, or similar structure that is physically enclosed;
- 2.9 "Grandstand" means an open air seating facility primarily but not exclusively limited to use in watching sporting events.
- 2.10 "Hotel" includes hotels, motels and inns.
- 2.11 "Municipal Building" means any of the buildings owned, leased, operated or occupied by the Municipality of (community);
- 2.12 "Municipal Manager" means the chief administrative officer or his delegate;
- 2.13 "Municipal Tag" means a ticket or similar document issued by the Municipal pursuant to the Municipal Government Act R.S.A. 2000, c. M-26 as amended, and as referred to in Section 8 below;
- 2.14 "Municipality" means the Municipality of (community);
- 2.15 "Outdoor Patio" means an area outside of a building intended for the consumption of food or beverages by patrons of a business providing such food or beverages, and includes;
 - a) a public premises where food or beverages are served that is not fully contained within an enclosed building; and
 - b) an outside extension of an eating or drinking establishment regardless of whether it is covered.
- 2.16 "Outdoor Public Event" means an outdoor market, festival, fair, display, exhibition, fundraiser, race, concert or parade requiring a municipal permit, and to which the public is invited or permitted to attend.
- 2.17 "Outdoor Public Place" means an outdoor
 - (i) Beach;
 - (ii) Grandstand:



- (iii) Park;
- (iv) Playground;
- (v) Pool;
- (vi) Seasonal Multipurpose Pad;
- (vii) Skate or Bicycle Park;
- (viii) Sports Field;
- (ix) Trail;
- (x) Water Playground;

open to the public from time to time.

- 2.18 "Park" means public space controlled by the Municipality and set aside as a park to be used for rest, recreation, exercise, pleasure, amusement and enjoyment, and includes municipal trails;
- 2.19 "Peace Officer" means a person appointed as a Bylaw Enforcement Officer pursuant to the Municipal Government Act, to do any act or perform any duties under this bylaw and includes a member of the Royal Canadian Mounted Police, municipal policy service and, when authorized, a Special Constable;
- 2.20 "Person" includes an individual, proprietorship, corporation or society;
- 2.21 "Playground" means a structure or collection of structures designed and intended for recreational use by children and, where mounted in a distinct material such as sand, rubber, gravel, or wood chips, includes the material in which those structures are mounted;
- 2.22 "Private Residence" means a self-contained living premise for domestic use of one or more persons and is provided with a separate private entrance from the exterior of a building or from a common hall, lobby or stairway;
 - a) a private residence is a workplace if a home business is operated from the residence and the owner of the business has employees who work in the residence but do not live in the residence; and
 - b) only that part of a private residence in which the business is operated is a workplace for the purposes of this bylaw.
- 2.23 "Proprietor" means the owner, or his agent or representative of a Designated Public Place referred to in this bylaw, and includes any person in charge thereof or anyone who controls, governs or directs the activity carried on therein, where applicable includes;
 - a) the person who ultimately controls, governs or directs the activity carried on within any premises referred to in this Bylaw and includes the person usually in charge thereof;
 - b) a Regional Health Authority Board appointed pursuant to the provisions of the Regional Health Authority Act; and

- c) the Board of Governors, Board of Trustees, or President of an Educational Institution;
- 2.24 "**Public**" means any person other than the owner, lessee, proprietor or employer of a particular building or place;
- 2.25 "Public Building" means any enclosed building or structure as defined in this bylaw to which the public can and does have access by right or by invitation, whether or not:
 - a) all classes of the public are invited;
 - b) the proprietor has the right to exclude any particular person;
 - c) payment, membership or the performance of some formality is required prior to access;
 - d) the public has access to the building only at certain times, or from time to time;
 - e) a member of the public has access only if they are a member or if they are accompanied by a member;
 - f) Subject to subsection g) and h) below, if the public has access only to a portion of the building or structure, the entire building or structure shall be deemed to be a Public Building;
 - Where a building includes a private residence, the following shall apply:
 - g) that portion of the building containing the private residence shall be deemed to not be a public building;
 - h) If a building contains two or more private residences, those common areas of the building including patios, pools, other recreational areas, washrooms, corridors, reception areas, elevators, escalators, foyers, hallways, stairways, lobbies, laundry rooms and enclosed parking garages shall be deemed to be a public building;
 - "Public Housing Structure" means any type of residential building, including single family homes, duplexes, or other multi-unit structure that is, wholly or partly, funded by a municipality.
- 2.26 "Public Transportation Vehicle" means a school bus, a bus, a taxicab, limousine or other similar vehicle which is being used by a passenger or passengers for hire or which is being offered for hire;
- 2.27 "Public Transportation Vehicle Shelter" means any structure with a roof designed to protect a passenger from the elements while waiting for a school bus, a bus, a taxicab, limousine or other similar vehicles:
- 2.28 "Seasonal Multi-Purpose Pad" means a surface on which members of the public are permitted to skate or engage in other physical activities, whether on payment of a fee or not, and includes, public lakes, ponds, outdoor rinks with boards or other ice support infrastructure and outdoor basketball courts;

- 2.29 "Skate or Bicycle Park" means an area designed and intended specifically for the use of one or more of the following:
 - (i) skateboards;
 - (ii) bicycles;
 - (iii) in-line skates; or
 - (iv) similar devices;
- 2.30 "Sign" means a sign as prescribed in Section 5;
- 2.31 "Sports Field" means an area designed and intended for use in a specific sporting event, including spectator seating areas, and includes a soccer pitch, football field, rugby pitch, baseball diamond, tennis court and similar areas.
- 2.32 "Smoke" or "Smoking" means to inhale, exhale, burn, or have control over a lighted cigarette, cigar, pipe, hookah pipe, or other lighted or heated device or apparatus designed to burn or heat tobacco, cannabis, shisha or any other weed or substance for the purpose of inhaling or tasting its emissions.
- 2.33 "Violation Ticket" means a ticket issued pursuant to Part II of the Provincial Offences Procedure Act, R.S.A. 2000 c. P-34, as amended and regulations thereunder, and as referred to in Section 9 of this bylaw.
- 2.34 "Water Playground" means a structure or collection of structures that spray or release water which is designed and intended for recreational use.
- 2.35 "Workplace" means any enclosed area of a building or structure in which an employee performs the duties of their employment, whether or not members of the public have access to the building, structure or area as of right or by express or implied invitation and includes hotel rooms, washrooms, corridors, lounges, eating areas, outdoor patios, reception areas, elevators, escalators, foyers, hallways, stairways, enclosed walkways, amenity areas, lobbies, laundry rooms, enclosed parking garages and work vehicles. Without limiting the generality of the foregoing:
 - a) a place is a workplace whether or not the employee is employed by the proprietor of the premises at which the employee works;
 - b) subject to clause c) below, if an employee works in any portion of a building for any period of time, the entire building shall be deemed to be a workplace;
 - c) a private residence shall not be deemed to be a workplace but that part of a private residence in which a home business is operated is a workplace if the home business is operated from the residence and the owner of the business has employees who work in the residence but do not live in the residence.
 - d) a workplace includes any group living facility and all of its adjoining units, rooms and apartments.

- 2.36 "Window" means a window that can be opened to admit air.
- 2.37 "Work Vehicle" means a vehicle owned or leased by an employer and used by employees during the course of employment.



SECTION 3 - GENERAL PROVISIONS

- 3.1 Subject to Section 3.2, the following are Designated Public Places for the purposes of this bylaw:
 - a) Public Buildings and those areas within 5m of an entrance or exit to a Public Building;
 - b) Municipal Buildings and those areas within 5m of an entrance or exit to a Municipal Building;
 - c) Public Transportation Vehicles and Public Transportation Vehicle Shelters;
 - d) Outdoor Public Events as described in Section 2.16;
 - e) Outdoor Public Places as described in Section 2.17; and
 - f) Workplaces and those areas within 5m of an entrance or exit to a Workplace.
 - g) Public Housing and those areas within 5m of an entrance or exit to a Public Housing residence.
- 3.2 No person shall Smoke in a Designated Public Place, whether or not a "No Smoking" sign is posted or visible.
- 3.3 No proprietor or employer shall permit smoking in a Designated Public Place, whether or not a "No Smoking" sign is posted or visible.

SECTION 4 - ASHTRAYS

- 4.1 The proprietor and employer of every Designated Public Place shall ensure that no ashtrays are placed or allowed to remain in any Designated Public Place.
- 4.2 The proprietor and employer of every Designated Public Place shall, if employees or members of the public from time to time gather to smoke at a location outside the Designated Public Place, ensure that ashtrays are placed more than 5m from the entrance or exit of the Designated Public Place.

SECTION 5 - SIGNS

- 5.1 The proprietor and employer of every Designated Public Place shall ensure that signs are posted conspicuously and in accordance with this bylaw so as to clearly identify that smoking is prohibited.
- 5.2 The proprietor and employer of every Workplace, Public Housing Structure, Public Building or Municipal Building shall ensure that:
 - a) signs are posted at every entrance, window or air intake to the Workplace, Public Building, Municipal Building, Public Housing Structure, Public Vehicles and work vehicles and in the case of a public place or workplace, at a height of not less than 1m and not more than 2.4m, as measured from the floor of the entrance;

- b) be posted inside each public place, workplace or public vehicle in such numbers and locations as the manager of the public place, workplace or public vehicle reasonably considers adequate to ensure that the public and employees are aware of the prohibition;
- c) signs are posted at the entrance to each washroom where said washroom is not fully contained within a Workplace, Public Housing Structure, Public Building or Municipal Building that has been signed in accordance with Section 5.2(a);
- d) signs are posted in the vicinity of any seating area where food or beverages are sold or consumed where said seating area is not fully contained within a Workplace, Public Housing Structure, Public Building or Municipal Building that has been signed in accordance with Section 5.2(a);
- e) Where there is no public entrance to a place or premises mentioned in Section 3, signs prohibiting smoking shall be posted in a prominent location on or near the premises in such manner as to be readily visible to any member of the public using such place or premises.

5.3 The signs referred to in this bylaw shall:

- a) include the following graphic symbol to indicate the areas where smoking is prohibited pursuant to this bylaw: It must depict the symbol in black or red on a contrasting background that makes the symbol clearly legible in whatever lighting is used in the public place, workplace or public vehicle.
- b) contain the text "no smoking" in capital or lower case letters, which must be set out in a style and size that is clearly legible and be set out on a contrasting background that makes the text clearly legible in whatever lighting is used in the public place, workplace or public vehicle.

5.4 Size of Signs

- a) A sign posted under this Bylaw in a public place or a workplace other than a work vehicle must be at least 20 cm by 26 cm and must have a surface area of not less than 520 cm².
- b) A sign posted under the Bylaw in a public vehicle or work vehicle must be at least 10 cm by 10 cm and must have a surface area of not less than 100 cm².
- 5.5 Notwithstanding that the graphic symbol in Subsection 5.3 is a cigarette, it shall be deemed to include a reference to a lighted cigar, cigarette, pipe or other lighted smoking equipment.
- 5.6 No person shall remove, alter, conceal, deface or destroy any sign posted pursuant to this bylaw.

SECTION 6 - PENALTIES



- 6.1 Any corporation which fails or neglects to perform the duties or requirements imposed upon it under the provisions of this bylaw is guilty of an offence and liable on summary conviction to a fine not exceeding ten thousand dollars (\$10,000).
- 6.2 Any individual, other than a corporation, who contravenes this bylaw is guilty of an offence and liable on summary conviction to a fine not exceeding one thousand dollars (\$1,000) and for a second subsequent offence, to a fine of not more than five thousand (\$5,000) dollars.
- 6.3 The specified fine for an offence committed pursuant to this bylaw is established at:
 - a) Individual \$ 250
 - b) Corporations \$ 1,000
- 6.4 In the case of an offence that is of a continuing nature, a contravention shall constitute a separate offence in respect of each day, or part of a day, on which that offence continues.

SECTION 7 - MUNICIPAL TAGS

- 7.1 A Peace Officer is hereby authorized and empowered to issue a municipal tag to any person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this bylaw.
- 7.2 A municipal tag may be issued to such person:
 - a) either personally;
 - b) by mailing a copy to such person at his last known post office address, or
 - c) if upon a corporation, by serving the municipal tag by mailing a copy by registered mail, or serving a person who is the agent, representative, or a person in charge of the Designated Public Place.
- 7.3 The municipal tag shall be in a form approved by the Municipal Manager and shall state:
 - a) the name of the person;
 - b) the offence;
 - c) the municipal or legal description of the land on or near where the offence took place;
 - d) the appropriate penalty for the offence as specified in Section 6 of this bylaw;
 - e) that the penalty shall be paid within 30 days of the issuance of the municipal tag;
 - f) any other information as may be required by the Municipal Manager.
- 7.4 Where a municipal tag is issued pursuant to Section 7 of this bylaw, the person to whom the municipal tag is issued may, in lieu of being prosecuted for the offence,

- pay the penalty to the Municipality the penalty specified within the time period indicated on the municipal tag.
- 7.5 Nothing in this bylaw shall prevent a Peace Officer from immediately issuing a violation ticket.

SECTION 8 - VIOLATION TICKET

- 8.1 In those cases where a municipal tag has been issued and if the penalty specified on a municipal tag has not been paid within the prescribed time, then a Peace Officer is hereby authorized and empowered to issue a violation ticket pursuant to Part II of the Provincial Offences Procedure Act, R.S.A. 2000, c. P-34 as amended.
- 8.2 Notwithstanding Section 7 of this bylaw, a Peace Officer is hereby authorized and empowered to immediately issue a violation ticket pursuant to *Part II of the Provincial Offences Procedure Act, R.S.A. 2000, c. P-34 as amended*, to any person who the Peace Officer has reasonable grounds to believe has contravened any provision of this bylaw.

SECTION 9 - SEVERABILITY

9.1 If any section or sections of this bylaw or parts thereof are found in any court of law to be illegal or beyond the power of Council to enact, such section or sections or parts thereof shall be deemed to be severable and all other sections or parts of this bylaw shall be deemed to be separate and independent therefrom and to be enacted as such.

SECTION 10 - ENFORCEMENT

- 10.1 For the enforcement of this bylaw, a Peace Officer, upon producing proper identification, may at all reasonable hours, enter any Designated Public Place and may make examinations, investigations and inquiries.
- 10.2 A Peace Officer is a Designated Officer for the purposes of ss. 542 545 of the Municipal Government Act, R.S.A. 2000, c.M-26 as amended.

SECTION 11 - EFFECTIVE DATE

11.1 This bylaw shall come into effect all as of (date).



penny@onoway.ca

From:

Wendy Wildman <cao@onoway.ca>

Sent: To:

July 15, 2021 10:21 AM

- 11

penny@onoway.ca

Subject:

Fwd: June 2021 Interim Police Advisory Quarterly Report

Attachments:

Quarterly Update June 2021.pdf; Untitled attachment 00093.htm; Alberta Police Interim Advisory Board - Report on Governance -FINAL.pdf; Untitled attachment 00096.htm

Penny pls print email and both attachments for Onoway agenda

Sent from my iPad

Begin forwarded message:

Subject: June 2021 Interim Police Advisory Quarterly Report

Good morning,

On behalf of the Interim Police Advisory Board, please find attached documents that were submitted to the Justice and Solicitor General in June:

- 1. June 2021 Quarterly Update
- 2. Final Governance Recommendation

Sincerely,

Barry Morishita | President Mayor, City of Brooks

C: 403.363.9224 | president@auma.ca

Alberta Municipal Place | 300 8616-51 Ave Edmonton, AB T6E 6E6

Toll Free: 310-AUMA | www.auma.ca

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June 30, 2021

Dear Mayors, Reeves, and CAOs:

The Alberta Police Interim Advisory Board (APIAB) wants to ensure that municipalities continue to have an understanding of the work the Board is doing. This update outlines the work that the interim board has undertaken since we last reported February 15th.

Interim Board's Mandate

The APIAB was established by the Minister of Justice and Solicitor General (JSG). Our work is two-fold: to share the municipal perspective on policing priorities with the RCMP and Government of Alberta, while developing the governance structure for the permanent Board. As determined by JSG, the Interim Board is comprised of representatives from RMA, AUMA and the Alberta Association of Police Governance, with specific representation identified by each association. The Interim Board's mandate concludes at the end of 2021. Based upon the Minister of JSG accepting the recommendations for the Governance structure of the permanent Board, the recruitment & selection process for the permanent Board will begin.

Interim Board's Focus

Since the last report, the Interim Board has held eight meetings. All of our meetings have been held virtually due to COVID-19 compliance. JSG staff and the RCMP continue to be active participants in these meetings. During this past four months our primary focus has been developing a recommendations on the governance structure and recruitment for the permanent board. This has included reviewing a governance survey sent to you in March. We were very fortunate to have 98 municipalities respond to our survey. Your input has been integral in developing these documents.

The Interim Board submitted our recommendations to the Minister of Justice and Solicitor General on June 24th, 2021. Attached to this update is a copy of our submission. Depending on the direction that the Minister takes we are hoping to begin recruitment for the permanent Board in the next couple months and start planning for the transition to a permanent Board.

The Interim Board will be developing a survey for Fall 2021 to collect data for our next submission into the 2022/23 priorities and collect feedback on process of the Board and implementation to date.



Interim Board's Engagement with Municipalities

Several Board members have attended various meetings and conferences to report on where we are at with the development of the permanent board and our next steps, and the policing priorities of 2021/22. These meetings have included but are not limited to:

- Police Summit
- RMA Convention
- AAPG

Quarterly Template from RCMP

In late March and early April, the RCMP finalized a document that they referred to as a Quarterly template. All municipalities should be seeing this document presented to them by their local Detachment Commander. This document should provide councils with not only local content, but HR and Financial data, and crime trends. We are told that all municipalities down to the smallest village should see this document. The Board feels that this document will help inform all councils on all policing questions. Appendix 1 is a sample of what this document looks like. We encourage you all to be asking your detachment commanders for this information and about this report if you are not seeing it.

Enhanced Policing Document

Recently a member of the Board worked with staff at JSG to develop an easier to follow document to aid in minimizing the confusion surrounding Enhanced Policing and its impact on the Provincial Police Funding Model (PFM). This is included as Appendix 2 of this report. If you require further discussion on this or any other policing document, please do not hesitate to reach out to any member of your Board.

Funding Reconciliation

In attempts to assure the municipalities of where the money they are now paying is being spent, the RCMP has put accounting processes in place to ensure transparency and accountability. We have requested and expect a full reconciliation for our July meeting. We are also expecting an understanding on the expenditure plan for 2021/2022.

RCMP Update on Staffing

As of June 7, 2021, the RCMP advised that 70 of 76 new regular member positions had been filled to date, 6 positions are pending within the staffing process. As well, of the 57 public service employee positions, a total of 42 positions have been filled to date, and the remaining positions are pending within the staffing process. See Appendix 3 PPSA Police Funding Model Positions June 2021 for further details.

Classification: Protected A

The 2021/22 Funding letter from JSG to the RCMP has not yet been received which authorizes the positions for the current year. It is expected that the target will be 55 Regular Members and 42 Civilian Members. We expect to have an update on this at our July meeting.

In conclusion, my fellow Board members and I are pleased with the engagement of the RCMP and Justice & Solicitor General in our discussion and our progress to date. As always we are pleased with the potential of this Board to increase the municipal voice in policing across the province. Please contact me or my Board colleagues with any questions or concerns, and I look forward to providing you with the next quarterly update in a few months.

Sincerely,

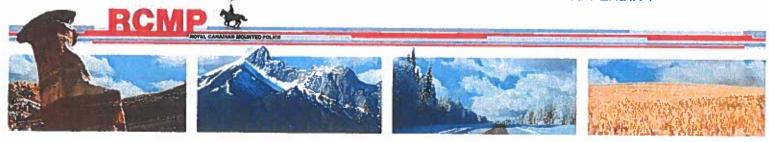
Tanya Thorn

Board Chair, Alberta Police Interim Police Advisory Board

403-860-7342

Board@ABPoliceAdvisoryBoard.com

(5)





MUNICIPALITY OF ... X | VILLAGE OF ... X

Provided for the ----: (month or quarter as per reporting schedule noted below)

DATE:

PROVINCIAL POLICE SERVICE COMPOSITION

2020-21 Fiscal Year Staffling Category:	Number as per Org Chart	Addal Number Variance	Pending (c/A)
Regular Members		0	NAC TRESPOSED A TREETA, A.C. A.M. ANTHURS, T.T. DESCRIPTION AND ANY PROPERTY OF STREET
Public Servants		0	
Detachmen	t Commander :		

^{*}current could include mat leave, long term leave etc., which should be noted in explanation below.

Variance explanations: 1 cadet coming in March.....one retirement pending April......

May want to mention duties over and above Detachment policing such as Major Event deployments or special duties on the detachment members ERT, TAC, SAR and Containment

1 REPORTING SCHEDULE

The reporting schedule as determined in consultation between the RCMP and the municipality, as of October 2020 is set for quarterly reporting.

- It is agreed that in addition to the template the following additional reporting will be provided:
- Initiatives such as programs like START and DART, or briefing on a current issue like the Fentanyl role
 out, or crime trends).
- Other items that could be considered are traffic initiatives with support from Divisional Traffic Units
- Major Investigations with significant support of Provincial Support Services Units (FIS, PDS, MCU etc.)





^{*} Pending - status of members/PSs leaving or coming to the detachment

¹ The number of approved Provincial Police Service positions on the detachment Organisation Chart

2 MANAGEMENT OF THE POLICE SERVICE:

2.1 Objectives, Priorities and Goals for 2020/21:

As per the meeting on date......Municipality of XX place a high value on controlling property crime.....Drugs on our streets and in our schools is a major issue for the municipalities.......

This should read identical to the objectives and initiatives as indicated on your Detachment Annual Performance Plan.

RCMP's Planned Initiatives to Meet Objectives, Priorities and Goals:

2.1.1 OBJECTIVE:

Sample Text: Control Property Crime

Initiative #1:

Sample Text: The RCMP will target prolific offenders in the community committing property crime offences.....

Current Status and Results:

What is the impact on the community, what has been achieved, school visits, drug awareness presentations, and prolific offender checks done?

Initiative #2:

Current Status and Results:

2.1.2 OBJECTIVE:

Sample text: The RCMP will work with the community and the schools on target drug enforcement and education

Initiative #1:

Sample text:_Community Mobilization

Current Status and Results:

Initiative #2:

Sample text: Drug Enforcement activities

Current Status and Results:



3 CURRENT ACTIVITY STATISTICS — (as selected by municipality, should be tied to policing priorities)

Category:	Number This Half in 2020-21	Number This Half in 2019-20	Year to Date 2020-21	Year to Date 2019-20
Property Crime	AND DESCRIPTION OF THE PROPERTY OF THE PROPERT			And International Property (Sept. 1988)
Common Offence Notices				4
Impaired Driving Charges				
Other statistic as requested (specify)				
Other statistic as requested				
Other				

In order to provide comparable information, the reporting period for the current year is being compared to the same reporting period for the previous year. This will provide a more accurate comparison by taking into account any special events that happen in the community on an annual basis, and also account for seasonal changes in traffic/tourism, and RCMP strategic initiatives etc.

3.1 TRENDS/ POINTS OF INTEREST/ VALUE/ PERTINENT COST DRIVERS

Sample Narrative could include: traffic initiatives that required outside support from other detachments or Traffic Service members, requirement for resources outside detachment area such as major incident where ERT, Major Crimes, or other support services were required to deal with investigation of significant event. Also include any particular cost drivers that have potentially put a strain on the detachment budget such as mentioning a large incident or file in the community that has resulted in elevated overtime costs.

3.2 SIGNIFICANT MEETINGS IN THE COMMUNITY

Meetings attended with organizations within the community, (Municipalities, Villages, First Nations, Chamber of Commerce, School District, Victim Services, local service clubs, COPP). This would speak to the goal of community based policing. This is different from officers attending schools or participating in community charity events. It is more about meetings attended by the RCMP leadership to provide a RCMP insight to a specific issue.



Police Funding Regulation

The *Police Funding Regulation* (PFR) came into force on April 1, 2020. It implemented two separate initiatives:

- The creation of the Police Funding Model (PFM), and
- 2) The absorption of Option 1 Enhanced Policing Positions (EPPs).

Provincial Police Services

Pursuant to Alberta's *Police Act*, the Province of Alberta is responsible for ensuring that an adequate and effective level of policing is maintained throughout the Province. For municipalities with populations 5,000 or under, police services are provided by the Royal Canadian Mounted Police (RCMP).through the Provincial Police Service Agreement (PPSA) between the Government of Alberta and the Government of Canada.

Detachment resources are determined taking into consideration a number of factors such as nature and volume of crime, Crime Severity Index (CSI), demographics, priorities, access and travel considerations, etc.

Enhanced Policing Program



In order to meet additional specific local service initiatives, some Provincial Police Service (PPS) municipalities desire additional dedicated policing

services over and above the base service level they receive. These enhanced levels of policing have been available to communities through the Enhanced Policing Program (EPP) under two options.

OPTION 1 - PPS Full Time/Long Term Positions

In this option, the municipality agreed to pay Alberta Justice and Solicitor General (JSG) the provincial cost (70%) of a full time RCMP position, for a minimum period of three years. In order to grow the PPS, a moratorium was placed on PPS EPP Option

1 agreements in late 2019. No new agreements have been entered into.

Any PPS EPP Option 1 Agreements in effect in 2019 had the costs transitioned to JSG as part of its PPS costs effective April 1, 2020. As a result, EPP Option 1 Agreements were terminated. However, the fulltime policing positions were maintained and unchanged. This means that the communities which had EPP Option 1 Agreements in place in 2019, kept those positions, but no longer bear the cost of those positions. Municipalities also had a Memorandum of Understanding (MOU) that set out the duties and responsibilities of the EPP Option 1 positions. It is expected the MOUs also continue as the positions are understood to continue providing services under the same terms, with the same position duties and responsibilities. No changes are to be made unless the effected municipalities determine to do so in consultation with their RCMP. This status is in place for the five year period of the Police Funding Regulation (2020-2025).

Option 1s

As of April 1, 2020

TERMINATED

AGREEMENTS with JSG
MUNICIPAL COST (JSG now PAYING)

CONTINUED/UNCHANGED

POSITIONS
DUTIES/RESPONSIBILITIES
MOUs with RCMP

OPTION 2 -- Short Term Services

Under this option, the municipality agrees to pay JSG a specified amount to enhance existing police service levels for a specific community event / short term seasonal or special event dedicated services over a limited period of time. Option 2 Agreements continue to be available to PPS communities.

Alberta (59)

The Police Funding Model

Under the PPSA, 70 percent of RCMP provincial police service member costs are paid by the province in a cost-sharing arrangement between the province and the federal government. Starting April 1, 2020, PPSA municipalities began contributing a portion of that cost through the PFM.

This municipal-provincial cost-sharing initiative enables an investment of up to \$286 million over five years into the PPS, with a priority being the addition of up to 300 RCMP PPS officers placed in rural detachments and in specialized RCMP PPS units that augment detachment policing. In addition, the investment will enable the addition of up to 200 new civilian positions to the PPS to assist with administrative tasks and investigative support to enable officers to have more active time and be engaged in communities.

The RCMP and JSG have a plan to invest in RCMP officers and civilian staff that will:

- support rural detachment enhancement (this is the priority in the first few years of reinvestment);
- undertake methamphetamine and opioid initiatives;
- expand aerial observation capability;
- · address auto theft;
- continue to advance the Call Management Initiative:
- enhance General Investigative Services; and
- further support vulnerable persons, missing persons, and homicide investigations.

While not every municipality may receive a new police officer or civilian position locally, every PPSA community in Alberta will benefit from the total increased RCMP resources either through direct detachment placements, through specialized units that benefit all municipalities such as the Alberta Law Enforcement Response Team (ALERT), Crime Reduction Units, Call Back Units, Operational Support Services, or Emergency Response Teams, and civilian positions such as Court Case Management, Criminal Operations, Offender Management Programs, and Community Outreach.

The PFM Formula for Cost Distribution



A municipality's cost share of total policing costs is calculated according to a formula comprised of a base amount (weighted equalized

assessment (50%) + weighted population (50%)), adjusted by modifiers, where appropriate. Modifiers include: shadow population, CSI, and a detachment subsidy for towns, villages and summer villages without a detachment in their community. Invoices are the amount to be paid. Any modifiers are already accounted for in the PFM formula.

Costs are being phased in, with 10 per cent contributed to policing costs in 2020, followed by 15 per cent in 2021, 20 per cent in 2022, and 30 per cent in 2023 and 2024. Total policing costs are static for the entire five year period as they have been based on 2018 costs.



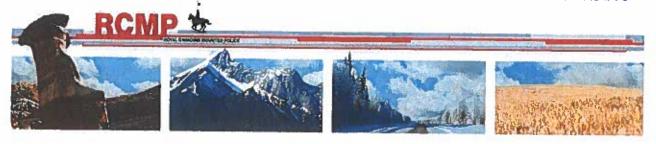
Future Status of EPP and PFM

Changes to both initiatives will be assessed during the *Police Funding Regulation* five year review,

Provincial Police Transition Study

The transition study is an entirely separate initiative. The study will inform the government on whether a future dedicated provincial police service (not a federally contracted one) is in the best interests of Albertans. The study is examining the RCMP's current policing model to determine costs and operational requirements should Alberta transition to its own provincial police. It is not conducting an assessment of the current RCMP-provided contract policing service.

Alberta 60



PPSA Police Funding Model – 2020/21 Positions

Updated: June 7, 2021

As per the 2020/21 PPSA Call-Up of new positions, including 76 regular member and 57 public service employee positions, the Alberta RCMP has allotted the following new regular member resources:

- 46 positions in rural Alberta Detachments (Filled)
- 10 positions in the Call Back Unit (Filled)
- 2 positions to KMOSS (Filled)
- 3 positions to Child Advocacy Centers (Filled)
- 3 positions to Emergency Response Teams (Filled)
- 4 positions to Offender Management (2 Filled, 2 Pending)
- 3 positions to General Investigative Services (SAD) (2 Filled, 1 Pending)
- 2 positions to Police Dog Services (1 Filled, 1 Pending)
- 3 positions to the Diversity Unit (1 Filled, 2 Pending)

This accounts for all of the 76 regular member positions. A total of 70 positions have been filled to date, 6 positions are pending within the staffing process. See Annex A for further details.

The following public service employee positions have been allocated:

- 31 Detachment Services Support positions (25 Filled, 6 Pending)
- 1 Court Case Management position (Filled)
- 2 Criminal Operations Strategic Management Services positions (Filled)
- 4 Community Engagement and Outreach Specialists (Pending)
- 4 Scenes of Crime Officers (Pending)
- 6 Operational Call Center Operators (Filled)
- 2 Operational Call Center Administrative Support positions (Filled)
- 4 Rural Crime Reduction Analysts (3 Filled, 1 Pending)
- 1 Rural Crime Administrative Support positions (Filled)
- 1 Forensic Identification Services Clerk St. Paul position (Filled)
- 1 Intellex position (Filled)

This accounts for all of the 57 public service employee positions. A total of 42 positions have been filled to date, and the remaining positions are pending within the staffing process. See Annex B for further details.











Annex A – Regular Member Position Detail

District/Unit	Detachment	Position Description	Staffing Status	Start Date
Southern Alberta	AIRDRIE	General Duty	Filled	2020-07-10
District		General Duty	Filled	2020-12-10
	CANMORE	General Duty	Filled	2020-08-11
	COCHRANE	General Duty	Filled	2020-10-16
		General Duty	Filled	2020-09-30
		General Duty	Filled	2020-10-27
	DIDSBURY	General Duty	Filled	2020-09-15
	HIGH RIVER	General Duty	Filled	2020-11-03
	OKOTOKS	General Duty	Filled	2020-07-06
	STRATHMORE	General Duty	Filled	2020-09-14
	SAD GIS	General Investigative Services	Filled	2020-11-13
		General Investigative Services	Pending	
		General Investigative Services	Filled	2020-12-10
Central Alberta	BLACKFALDS	General Duty	Filled	2020-07-22
District	CAMROSE	General Duty	Filled	2020-04-01
	INNISFAIL	General Duty	Filled	2020-10-12
	LEDUC	General Duty	Filled	2020-04-01
	MORINVILLE	General Duty	Filled	2020-09-03
	PARKLAND	General Duty	Filled	2020-07-27
	RIMBEY	General Duty	Filled	2020-11-30
	ROCKY MOUNTAIN	General Duty	Filled	2020-07-22
	HOUSE	General Duty	Filled	2020-07-22
	STETTLER	General Duty	Filled	2021-01-25
	STRATHCONA	General Duty	Filled	2020-07-27
	SYLVAN LAKE	General Duty	Filled	2020-11-28
	THORSBY	General Duty	Filled	2020-09-14
		General Duty	Filled	2020-11-16
ere and a second	WETASKIWIN	General Duty	Filled	2020-07-18
astern Alberta	ATHABASCA	General Duty	Filled	2020-09-21
District		General Duty	Filled	2020-12-21
	BONNYVILLE	General Duty	Filled Filled	2020-07-28
	COLD LAKE	General Duty	Filled	2020-07-01
	ELK POINT	General Duty	Filled	2020-07-21
		General Duty	filled	2020-09-14
	KITSCOTY	General Duty	Filled	2020-08-10
	LAC LA BICHE	General Duty	Filled	2020-10-12
	ST PAUL	General Duty	Filled	2020-10-29
	VEGREVILLE	General Duty	Filled	2020-07-22
	WESTLOCK	General Duty	Filled	2020-11-13









District/Unit	Detachment	Position Description	Staffing Status	Start Date
Western Alberta District	BEAVERLODGE	General Duty	Filled	2020-07-06
	EDSON	General Duty	Filled	2020-07-02
	EVANSBURG	General Duty	Filled	2020-07-06
	GRANDE PRAIRIE	General Duty	Filled	2020-11-23
		General Duty	Filled	2020-09-25
		General Duty	Filled	2020-09-12
	HIGH LEVEL	General Duty	Filled	2020-10-08
	MAYERTHORPE	General Duty	Filled	2020-07-02
	VALLEYVIEW	General Duty	Filled	2020-07-02
	WHITECOURT	General Duty	Filled	2020-07-02
CROPS Contract	Contract Policing	Call Back Unit	Filled	2020-04-01
Policing	Support Services	Call Back Unit	Filled	2020-04-01
		Call Back Unit	Filled	2020-04-01
		Call Back Unit	Filled	2020-07-01
		Call Back Unit	Filled	2020-04-01
		Call Back Unit	Filled	2020-04-01
		Call Back Unit	Filled	2020-04-01
		Call Back Unit	Filled	2020-04-01
		Call Back Unit	Filled	2020-04-01
		Call Back Unit	Filled	2020-04-02
		Call Management KMOSS	Filled	2020-04-07
		Filled	2020-04-01	
		Critical Incident Program - ERT South	Filled	2020-04-01
		Critical Incident Program - ERT South	Filled	2020-04-01
	Critical Incident Program - ERT South	Filled	2020-04-01	
		Diversity Engagement	Pending	
		Diversity Engagement	Filled	2021-03-12
		Hate Crimes	Pending	
		Offender Management	Pending	
		Offender Management	Filled	2021-07-01
		Offender Management	Filled	2021-07-01
	AND THE PARTY NAMED IN	Offender Management	Pending	
	7 / 10	Police Dog Services	Filled	2020-10-30
		Police Dog Services	Pending	
erious Crimes	Operations South	Child Advocacy Center - Red Deer	Filled	2020-04-01
Branch		Child Advocacy Center - Sheldon Kennedy Centre	Filled	2020-09-01
	Operations North	Child Advocacy Center - Zebra Centre	Filled	2020-04-01









Annex B - Civilian Position Detail

District/Unit	Detachment	Position Description	Staffing Status	Start Date
Southern Alberta District	BEISEKER	Detachment support	Filled	2021-02-19
	BOW ISLAND	Detachment support	Pending	2011/25
	COCHRANE	Detachment support	Filled	2021-04-01
	DIDSBURY	Detachment support	Pending	
	LAKE LOUISE	Detachment support	Filled	2021-06-07
	OLDS	Detachment support	Filled	2021-01-11
	PICTURE BUTTE	Detachment support	Filled	2020-12-01
	TURNER VALLEY	Detachment support	Pending	2021-04-05
Central Alberta District	BASHAW	Detachment support	Filled	2021-03-01
	BRETON	Detachment support	Pending	
	INNISFAIL	Detachment support	Filled	2021-01-04
	RIMBEY	Detachment support	Pending	
	STRATHCONA	Detachment support	Filled	2021-05-17
	SYLVAN LAKE	Detachment support	Filled	2020-11-30
	THORSBY	Detachment support	Filled	2021-01-12
Eastern Alberta District	CORONATION	Detachment support	Fifled	2020-12-21
	DESMARAIS	Detachment support	Filled	2021-04-21
	KITSCOTY	Detachment support	Filled	2020-09-23
	PROVOST	Detachment support	Filled	2021-04-12
	TWO HILLS	Detachment support	Filled	2021-01-05
	WOOD BUFFALO	Detachment support	Filled	2021-03-08
		Detachment support	Filled	2020-11-12
Western Alberta District	BEAVERLODGE	Detachment support	Filled	2020-12-21
	FOX CREEK	Detachment support	Filled	2020-10-28
	GRANDE PRAIRIE	Detachment support	Pending	
		Detachment support	Filled	2020-09-21
	HINTON	Detachment support	Filled	2020-10-02
	MANNING	Detachment support	Filled	2020-12-21
	PEACE RIVER	Detachment support	Filled	2021-01-06
	RED EARTH CREEK	Detachment support	Filled	2021-04-29
	VALLEYVIEW	Detachment support	Filled	2021-01-11











District/Unit	Detachment	Position Description	Staffing Status	Start Date
CROPS Contract Policing	Contract Policing Support Services	OCC - Administrative Support	Filled	2020-04-01
			Filled	2020-10-14
		OCC - Telecommunications	Filled	2020-11-05
		Operators	Filled	2020-11-06
			Filled	2020-11-05
		ii ii	Filled	2021-02-12
			Filled	2021-01-04
			Filled	2020-10-01
		Scenes of Crime Officers	Pending	ANDRES
			Pending	
			Pending	
			Pending	
		Court Case Management	Filled	2019-05-01
		Community Engagement and Outreach Specialists	Pending	
			Pending	
A A Vision and A A Vision and A Vision and A Vision and A A Vision and A A Vision and A A Vision and A Vision			Pending	
			Pending	
CROPS Contract	Criminal	CROPS Strategic Management	Filled	2020-04-01
	Operations	Services	Filled	2019-03-18
		Crime Reduction Analysts	Filled	2021-04-01
			Filled	2021-04-01
			Filled	2021-04-01
			Pending	
		Crime Reduction - Administrative Support	Filled	2021-01-13
		Forensic Identification Services Clerk - St. Paul	Filled	2020-04-01
		Intellex	Filled	2021-08-23

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Alberta Police Interim Advisory Board: Report on Governance

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Introduction

The Minister of Justice and Solicitor General established the Alberta Police Advisory Board in spring 2020 to give municipalities a strong voice in setting RCMP policing priorities. As the order of government closest to its citizens, municipalities are well-positioned to help the RCMP identify and address community policing and public safety issues. The Board can therefore play an important role in ensuring that policing reflects the needs and concerns of Albertans across the province.

The Alberta Police Advisory Board is being implemented in two phases: in the first year, an interim Board is developing the structure and scope of the Advisory Board. On completion of the interim Board's mandate, the work of the operational Alberta Police Advisory Board will begin.

The interim Board has been mandated to:

- 1. Develop the scope and terms of reference for the operational Board.
- 2. Develop a recruitment and selection process for operational Board members.
- Develop governance documents for the operational Board, including at minimum, a Competency Matrix for Board member appointments and review, a Code of Conduct, and a Mandate and Roles Document.
- 4. Provide input, advice, and recommendations to the government and RCMP "K" Division on the buildup of the provincial police service.
- 5. Provide input into discussions respecting the provincial policing priorities for the 2021/22 fiscal year to facilitate engagement during transition to the operational Board.

This report contains the interim Board's recommendations and advice on the operational Board's scope; terms of reference; recruitment and selection process; and governance documents (Mandate Items #1, 2, and 3).

Development of Draft Governance Documents

Over the past year, the interim Board has been engaging with key stakeholders to gather information and develop recommendations on the operational Board's composition, mandate, and governance. The interim Board distributed a survey to municipalities in March 2021 to learn more about municipal perspectives on Board governance (see Appendix 6).

Using the feedback from this survey and the Government of Alberta's Public Agency Governance Policy as guides, the interim Board has drafted following governance documents for operational Board:

- 1. Terms of Reference (Appendix 1)
- 2. Code of Conduct (Appendix 2
- 3. Conflict of Interest (Appendix 3)
- 4. Recruitment and Selection Proposal (Appendix 4), which includes:
 - Competency Matrix
 - Position Profile
 - Application Interview Questions
 - Evaluation Matrix
 - Selection Process

These documents reflect the interim Board's recommendations and advice on the operational Board's scope, terms of reference, recruitment and selection process, and other key governance documents.

Although the interim Board was tasked with completing a Mandate and Roles document, this document is only required for public agencies that are subject to the *Alberta Public Agencies Governance Act*. As the classification of the operational Board is contingent on several Ministerial decisions regarding governance and implementation, the interim Board felt that it did not have enough direction to complete a draft Mandate and Roles document. However, the draft governance documents included in this report contain all the necessary information to complete a Mandate and Roles document if needed, once the Minister has given direction (see Appendix 5 for more information).

In drafting the attached governance documents, the interim Board applied the following key principles that were identified as priorities for governance:

1. Transparency

 The Alberta Police Advisory Board must enable the Minister of Justice and Solicitor General, the Government of Alberta and the communities and municipalities it represents to see and understand how the Board operates. Accordingly, the Board must provide information about its activities, governance, policies, and processes to stakeholders in a way that is accurate, complete, and timely.

2. Accountability

 The Board must be accountable to both the communities and municipalities it represents as well as the Minister of Justice and Solicitor General and the Government of Alberta. The Board must demonstrate its accountability by reporting on how it is achieving its mandate; how it is engaging with stakeholders; and how it is using its budget.

3. Grassroots

 The Board must be driven by Albertans at the local level who receive RCMP services, as they are best positioned to identify community policing and public safety issues. The Board's recommendations should not be driven by the Government of Alberta nor the RCMP.

4. Two-way communication

• The Board must engage in two-way communication between the communities it represents and the government to which it is accountable. This means that the Board must engage with municipalities and communities to learn more about the policing and public safety issues that these stakeholders experience, as well as report back to them on related Government of Alberta and RCMP outcomes and initiatives. Similarly, the Government of Alberta and the RCMP must not only accept and consider recommendations from the Board but share information as needed to support the Board's work.

Key Decision Points

As mentioned above, the implementation of the operational Alberta Police Advisory Board is contingent on several Ministerial decisions. Three key decisions relate to the Board's budget, recruitment and selection process and permanent operational Board.



Decision Point 1: Operational Board Financial Support

The interim Board has requested that the Ministry of Justice and Solicitor General provide an annual budget to the operational Board to support the following activities:

- Administrative support, including taking notes and minutes, preparing and distributing agenda packages, and managing records.
- IT support, including software licenses, file sharing and storage, and dedicated email and webpage(s).
- Research projects.
- Report development.
- Board member expenses and honoraria.

Provincial resources were not allocated to support the interim Board. As a result, the Alberta Urban Municipalities Association, the Rural Municipalities of Alberta, and the Alberta Association of Police Governance were required to provide an equivalent of a full time staff support, as well as cover the costs of Board member expenses and honoraria, to enable the interim Board to meet its mandate items. These associations cannot and should not be expected to continue to subsidize a Board that has been established the Minister of Justice and Solicitor General. The interim Board would support using a portion of the funds raised by the new police costing model implemented to fund the operational Board.

Confirming financial support for the operational Board as soon as possible will ensure that those applying for the Board will have a full understanding of the Board's capacity as well as their level of financial support should they be appointed.

Decision Point 2: Operational Board Recruitment Process

The interim Board also feels strongly that the Board itself should be responsible for recruiting and selecting Board members on an ongoing basis. As the interim Board was mandated to develop a recruitment and selection process, it should have an opportunity to ensure this process is well executed. Interim Board members consist of representatives of municipalities from across the province who are well-positioned to ensure that those selected to the operational Board will effectively represent their own communities and Albertans more broadly. Additionally, making the Board responsible for recruitment and selection aligns with the principle of grassroots, with the Board being driven by Albertans at the local level who receive RCMP services.

Making a timely decision on this issue will ensure that the recruitment process can commence as soon as possible, and an operational board will be in place by the end of 2021.

Decision Point 3: Permanent Operational Board

The terms of reference provided to the interim Board indicated that when formed, the operational Board would be in place for a four-year term. Given the importance of building and maintaining an improved collaborative relationship between local communities, Alberta Justice and Solicitor General, and the RCMP, the interim Board strongly believes that the operational Board should be formed as a permanent entity. Disbanding the operational Board after a four-year term would waste the hard work of all parties in developing the Board's mandate and purpose, and would send a negative message to



municipal and community stakeholders about the importance of ongoing policing-related collaboration in the province.

Providing the newly formed operational Board with the assurance that their role will exist permanently (or at least not be subject to a pre-determined four-year term) will be crucial to developing a strong initial relationship between the Board and the Government of Alberta.

Next Steps and Implementation

As the role of the Alberta Police Interim Advisory Board is to provide recommendations on the governance of the operational Board to the Minister of Justice and Solicitor General, it is ultimately the responsibility of the Minister and the provincial government to decide whether to accept the Board's recommendations, and if so, how to integrate them into existing agency board committee processes.

The Board would appreciate an opportunity to meet with the Minister to discuss the recommendations identified in this report and how the Board and the Ministry can work together towards effective implementation.



Appendix 1 – Terms of Reference

ALBERTA POLICE ADVISORY BOARD TERMS OF REFERENCE

BACKGROUND

The Minister of Justice and Solicitor General (Minister) is establishing the Alberta Police Advisory Board (Board) in support of the Government of Alberta's and the Minister's mandate and responsibilities regarding the provision of adequate and effective policing in Alberta and in support of the participation and input of Albertans.

The Board will consist of diverse municipal and community representatives from across the province. The Board will ensure that local policing priorities and concerns are communicated to the Minister, the Government of Alberta, and the Royal Canadian Mounted Police (RCMP) to inform strategic planning and decision-making in relation to RCMP police services in Alberta.

MANDATE / RESPONSIBILITIES

On behalf of all municipalities policed by the RCMP (whether through the Provincial Police Service Agreement or a Municipal Police Service Agreement), the Board will collaborate with the Government of Alberta, RCMP "K" Division, and those municipalities to:

- Provide ongoing input, advice, and recommendations to the Government of Alberta and RCMP "K" Division on policing in Alberta.
- Collaborate with the Government of Alberta and RCMP "K" Division to develop annual provincial policing priorities.
- Engage with the Government of Alberta and RCMP "K" Division to provide input on any policing-related issues that the Board identifies as relevant.
- Serve as a communications conduit between all municipalities served by the RCMP and the Government of Alberta/RCMP "K" Division. This includes:
 - Regularly reporting to municipal associations and municipalities on the Board's activities and other policing-related information.
 - Regularly soliciting local input from municipalities and other relevant organizations on policing issues, initiatives, and priorities.
 - Distributing at least one policing priorities survey to municipalities each year and using the survey results to inform the Board's input into the provincial policing priorities development process.
 - Working with the Government of Alberta and RCMP "K" Division to provide information to municipal associations and municipalities on how police funds were spent and the resulting outcomes to municipalities.



SCOPE

The Board can discuss, research, develop policy positions, and provide advice and input to the Government of Alberta and RCMP "K" Division on any policing-related issue that it deems relevant. The Board will be responsible for developing its own issue identification and vetting processes.

The Board will undertake the necessary consultation, research, and analysis of current and anticipated policing issues as well as the priorities of importance to Albertans and Alberta municipalities. Priorities and issues identified by the Board may include, but are not limited to:

- Community safety and well-being:
- · Crime reduction and prevention; and
- Cross-jurisdictional crime.

In addition to collaborating with the Government of Alberta and RCMP "K" Division to develop annual provincial policing priorities (as noted in the "mandate/responsibilities" section), the Board may also make recommendations and provide advice to the Minister with respect to the Justice and Solicitor General/RCMP joint business plan, annual performance plans, multi-year financial plans, and any other plans and documents it deems relevant.

MEMBERSHIP

The Board is comprised of 11 voting members based on the following:

- One member from the Alberta Association of Police Governance (AAPG)
- One member from the Alberta Urban Municipalities Association (AUMA)
- One member from the Rural Municipalities of Alberta (RMA)
- Two members from communities in the RCMP "K" Division Western Alberta District (Western Alberta community members)
- Two members from communities in the RCMP "K" Division Eastern Alberta District (Eastern Alberta community members)
- Two members from communities in the RCMP "K" Division Central Alberta District (Central Alberta community members)
- Two members from communities in the RCMP "K" Division Southern Alberta District (Southern Alberta community members)

The Board's recruitment and selection process will strive to ensure that community members are diverse and represent a range of municipal types and sizes.

Non-voting members of the Board include:

- Executive Director, Law Enforcement and Oversight Branch, Justice and Solicitor General (or designate)
- Deputy Commissioner of RCMP "K" Division (or designate)

Chair

A Board Chair (Chair) will be elected by the Board for a two-year term through an internal nomination and voting process. Any voting Board member may nominate a fellow Board member for the Chair position. In the case of multiple nominations, the Board will vote by secret ballot.

Vice Chair

A Board Vice Chair (Vice Chair) will be elected by the Board for a two-year term through an internal nomination and voting process. Any voting Board member may nominate a fellow Board member for the Vice Chair position. In the case of multiple nominations, the Board will vote by secret ballot.

Chair and Vice Chair will be elected so that the terms are staggered, i.e. the first Vice Chair will serve a one-year term.

BOARD MEMBER TERMS

Board members will serve staggered four-year terms to support continuity. To allow for staggering upon the establishment of the Board, initial terms will be as follows:

- AAPG member: two years
- AUMA member: four years
- RMA member: four years
- Western Alberta community member #1: four years
- Eastern Alberta community member #1: four years
- Central Alberta community member #1: four years
- Southern Alberta community member #1: four years
- Western Alberta community member #2: two years
 Eastern Alberta community member #2: two years
- Central Alberta community member #2: two years
- Southern Alberta community member #2: two years

Ongoing terms (i.e. subsequent appointments to the Board) will be four years. Board members can serve a maximum of ten years.

RESPONSIBILITIES

Conduct

Board members must at all times observe the highest standards of integrity and objectivity in their duties. Detailed Board conduct requirements are found in the "Code of Conduct Policy."

Conflict of Interest

Board members are required to declare that they have no real or perceived conflicts of interest with their role on the Board. This is confirmed through the completion of a conflict of interest declaration form upon appointment to the Board.

Duties

Specific Board member duties are listed in the Public Board Member Position Profile (see Appendix 5).

Meetings

Meetings are expected to be held quarterly at minimum, either face-to-face or virtually. However, meetings can be held more or less frequently at the discretion of the Board.

Meeting agendas will be distributed at least one week in advance of each meeting. Copies will be maintained as records.

Reporting

Board members

Within the context of confidentiality provisions, the Board:

- Will report to their respective organizational members (i.e. AAPG, AUMA, and RMA) on key Board actions and decisions;
- Will keep municipalities and community organizations apprised of government policing priorities and initiatives respecting policing priorities and Board mandate matters;
- Will publish a quarterly report on Board activities and deliverables.

Minister and Justice and Solicitor General

The Board is accountable to the Minister and is required to report in writing to the Assistant Deputy Minister, Public Security Division, as follows:

- An annual report outlining the Board's work during the previous year, including a summary of input, advice and recommendations provided to the Government of Alberta or RCMP "K" Division, due on December 31 of each year;
- 2. A summary of the results of the annual municipal policing priorities survey, due on December 31 of each year;
- 3. Any other report or document as determined necessary and appropriate by the Minister.

A record of meeting agendas, meeting attendees, and of any recommendations made by the Board will be provided to Justice and Solicitor General.

To support the Board's work, the Minister and RCMP "K" Division will provide the following information annually to the Board:

- A report on the previous year's policing priorities, resources, and outcomes.
- A report on how the Board's previous year's priority recommendations were addressed and/or implemented.

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- RCMP resourcing plans for the upcoming year.
- The budget amount for the provincial police service.
- Financial reports showing how police funding was allocated in the previous year, including information on how funds raised by the police costing model were spent.

Quorum

Quorum is required to conduct a meeting and for any Board business. Quorum must include the Chair or Vice Chair. Quorum is set at a minimum of six voting members.

Voting

Elections and votes taken respecting any Board business requires a majority vote by those Board members in attendance to pass.

FUNDING SUPPORT

An annual budget will be provided to the Board to support the following activities:

- Administrative support, including taking notes and minutes, preparing and distributing agenda packages, and managing records.
- IT support, including software licenses, file sharing and storage, and dedicated email and webpage(s).
- Research projects.
- Report development.
- Board members expenses and honoraria.

Funding for the Board's budget is provided by the Ministry of Justice and Solicitor General.

EXPENSES

Expenses necessarily incurred in the performance of duties as a member of the Board will be reimbursed in accordance with the rates set out in the Travel, Meal and Hospitality Expenses Directive (Treasury Board Directive 4/2021) as amended from time to time, or any directive made in substitution, as if they were employees of the Government of Alberta.

CONFIDENTIALITY

Any information brought to the Board that is confidential must be clearly marked and identified as such. The members of the Board must maintain the confidentiality of any such materials and information that is brought before them in the conduct of their work. Any information and knowledge not clearly marked and identified as confidential that is learned, acquired or shared with the Board from the Minister, the Government of Alberta, the RCMP "K" Division, or the RCMP generally, as a result of membership on the Board or in relation to Board work and its mandate may be further communicated, disseminated, or shared beyond the Board without

express permission from the originator of the information.

Any information and knowledge shared by the Board members to the chairs, presidents, and executive directors of the organizations to which they belong will be governed by the same confidentiality provisions as noted by the Board and its members.

Members of the Board must sign a confidentiality agreement as a condition of their appointment and participation on the Board.

Appendix 2 - Code of Conduct

ALBERTA POLICE ADVISORY BOARD CODE OF CONDUCT

I. Preamble

The Code of Conduct (Code) for the Alberta Police Advisory Board (Board) applies to all members, including the Chair. The Code reflects a commitment to the Board's values and provides a framework to guide ethical conduct in a way that upholds the integrity and reputation of the Board and the Government of Alberta. Members are expected to behave in a way that aligns with this Code. Members understand that this Code does not cover every specific scenario. Therefore, the spirit and intent behind this Code is to be used to guide their conduct, and Board members will exercise care and diligence in the course of their work with the Board.

To demonstrate commitment to transparency and accountability, this Code is available to the public if requested.

II. Core Values

- a. Board members must act with impartiality and integrity.
- b. Board members must demonstrate respect and accountability.
- c. Board members must act and fulfill their work in an ethical manner.

III. Guiding Principles

These principles guide the behaviour and decisions of Board members:

- a. The actions and decisions of Board members are made to promote public interest, and to advance the mandate and long-term interests of the Board.
- Board members are responsible stewards of public resources.
- c. To serve the public interest, the Board members have a responsibility to uphold the Board's mandate and to represent fairly and diligently the voices of the organizations they may represent and all Albertans in the work of the Board. This has been agreed upon in the Terms of Reference, as arrived at in agreement between the Board, their respective organizations, and the Minister of Justice and Solicitor General.
- d. Board members have a responsibility to act in good faith and to place the interests of the Board above their own private interests and above the interests of any particular municipality, community or organization they may represent.
- e. Board members are expected to perform their duties in an ethical and respectful manner.

- f. Board members may be members of multiple organizations and subject to multiple codes of conduct. Board members understand that this Code is not intended to conflict with other codes of conduct, and members will discuss any potential conflicts with the Board Chair.
- g. The Code applies to all Board members unless a specific exemption from one or more provisions is granted by the Ministry of Justice and Solicitor General.
- h. Conflicts between the private interests of Board members and their responsibility to the public and the municipality, community, or organization that they represent, which are not specifically addressed in this Code, must be dealt with according to the principles and intent of this Code.
- Board members know that when they become aware of real or perceived conflicts of interest, they must at the first opportunity disclose this conflict to the Board Chair, who then may choose to elevate the issue to the Minister of Justice and Solicitor General.
- j. Board members understand that disclosure itself does not remove or resolve a conflict of interest.
- k. Board members should encourage their colleagues to act fairly and ethically and know that they can raise concerns about a suspected breach of this Code or a conflict of interest by another member to the Board Chair.
- I. Board members know that breaches of this Code may result in action to address the breach, up to and including, removal of the Board member.
- m. Board members know that if they have any questions about the Code, or are not sure how to apply these principles, they should consult with the Board Chair, who may clarify the question, or request further direction from the Ministry of Justice and Solicitor General.
- n. Each Board member confirms, on an annual basis, their understanding of and commitment to the Code's expectations.

IV. Behavioural Standards

Behavioural standards help Board members make appropriate decisions when the issues they face involve ethical considerations. Behavioural standards cannot cover all scenarios but provide guidance in support of day-to-day decisions. All Board members must adhere to the following standards:

- a. Board members must not engage in any criminal activity and comply with all relevant laws, regulations, policies, and procedures.
- If a Board member is charged with a criminal offence under a statute in Canada or a statute in the Province of Alberta during their appointment to the Board, the Board

(19)

- member must immediately report the charge to the Board Chair, who will then report the charge to the Ministry of Justice and Solicitor General.
- c. Board members must not use their status or position with the Board to influence or gain a benefit or advantage for any individual or business.
- d. Board member conduct contributes to a safe and healthy environment that is free from discrimination, harassment (as defined by the *Respectful Workplace Policy for the Government of Alberta* document), or violence.
- e. Board members may not use drugs or alcohol in any way that impacts their role on the Board, including meeting attendance and participation, and representing the Board at public functions.
- f. Board members must not comment at all in the media about the Board or its work. Board members must promptly notify the Board Chair of any media requests for comment and the Board Chair or a designate will provide any media comment and advise the Ministry of Justice and Solicitor General of such request.
- g. Board members must take reasonable steps to avoid situations where they may be placed in real or perceived conflict between their private interests and the interests of the Board.
- h. Board members must devote sufficient time and attention to official duties and obligations to support informed and balanced decision making.

Gifts and Gratuities

- i. Board members must not accept or receive gifts and gratuities other than:
 - the normal exchange of hospitality between persons doing business together;
 - tokens exchanged as part of protocol; or
 - normal presentation of gifts to persons participating in public functions, awards, speeches, lectures, presentations, or seminars.

The above-mentioned gifts and hospitality (if received while members are representing the Board) should be of nominal or nil monetary value. Generally, the value of gifts should not exceed \$100 and must not include cash or cheques. Any tokens or awards received by a Board member that lack an easily determined value but may have a value in excess of \$100 must be disclosed to the Board Chair.

j. Board members who run as candidates for a local authority election under the *Local Authorities Election Act* may receive campaign contributions that adhere to the requirements of the Act.



- k. Board members who run as candidates for a provincial election under the *Election*Act may receive campaign contributions that adhere to the requirements of the Act.
- I. Board members who run as candidates for a federal election under the *Canada Elections Act* may receive campaign contributions that adhere to the requirements of the Act.

Confidential Information and Conflicts of Interest

- m. Board members must use respect and protect confidential information, use it only for the work of the Board and not use it for personal gain. Board members must comply with protocols that guide the collection, storage, use, transmission, and disclosure of information, and abide by the terms of confidentiality set out in the Terms of Reference.
- n. Once Board members have left the Board, they must not disclose confidential information that they became aware of during their time with the Board and must not use their contacts developed as a Board member to gain an unfair advantage for their current circumstance.
- o. Board members must avoid participating in activities that conflict with the interests and work of the Board. For example:
 - Business Interests: Board members must not hold interests in a business directly
 or indirectly through a relative or friend that could benefit from, or influence,
 the decisions of the Board.
 - Community or Volunteer Interests: Prior to accepting any new community or volunteer activities where a conflict of interest might arise, members are required to notify the Board Chair in writing, or in the case of the Chair, they are required to notify the Ministry of Justice and Solicitor General.
 - Nothing in this section shall be interpreted to prevent the Board member from participating in activities required in relation to their role with municipal councils or their existing community or organizational commitments, if disclosed when applying for Board membership.
 - Political Interests: Board members may participate in political activities including membership in a political party, supporting a candidate for elected office, volunteering for an election campaign, or seeking elected office. However, they must not participate directly in soliciting contributions for a political party. In addition, any political activity must be clearly separated from activities related to the work of the Board, must not be done while carrying out the work of the



Board and must not make use of Board facilities, equipment or resources in support of these activities.

V. Administrative Processes

Administrative processes help Board members manage ethical dilemmas, including any real or perceived conflict of interest concerns.

a. <u>Declaration</u>

To encourage Board members to regularly consider whether any activities carry a potential conflict of interest with their role on the Board, all members are required to complete and submit a conflict of interest declaration form. The form must be completed by new Board members within 60 days of their appointment to the Board, and existing Board members are required to complete a new declaration every three years throughout their time on the Board, and review the terms of the declaration at a Board meeting annually.

b. Administration

The Board Chair receives and ensures that the confidentiality of all disclosures and that any real or perceived conflict of interest is avoided or effectively managed. As well, the Board Chair is responsible for providing advice and managing concerns and complaints concerning potential breaches of the Code, including conflicts of interest within the Board. The Board Chair is responsible for ensuring procedural fairness.

In the event a potential conflict or breach by the Board Chair is reported by a Board member, the member will ask the Board Vice Chair to conduct an investigation and provide a decision.

c. <u>Disclosure</u>

It is the responsibility of each member to declare in writing to the Board Chair those private interests and relationships that they think could be seen to impact the decisions or actions they take on behalf of the Board. When there is a change in their responsibilities within the Board, or in their personal circumstance, members must disclose in writing any relevant new or additional information about those interests as soon as possible. Where a real or perceived conflict of interest cannot be avoided, Board members must take the appropriate steps to manage the conflict. Appropriate steps may include:

 Board members disclose these real or perceived conflicts of interest so the Board Chair is aware of situations that could be viewed as influencing the decisions or actions they are making on behalf of the Board. This provides Board members, following a review by the Board Chair, an opportunity to take action to minimize a conflict of interest (mandatory step):

- Board members must remove themselves from matters in which the conflict exists or is perceived to exist (mandatory step);
- Giving up the particular private interest causing the conflict; and
- In rare circumstances, resigning their position from the Board.

If Board members are unwilling to take any of the actions above in response to a real or perceived conflict of interest, the Minister of Justice and Solicitor General may remove the member from the Board.

d. Reporting a Potential Breach by Another Member

Board members are required to report in writing a potential breach of this Code by another member to the Board Chair. When reporting a potential breach in good faith and with reasonable grounds, Board members are protected from retaliation for such reporting.

In the event of a potential breach by the Board Chair, members are required to report the breach in writing to the Board Vice Chair, who will then follow the process outlined in the sub-section below.

e. Responding to a Potential Breach

Once a potential breach has been reported, the Committee's procedures for responding to and managing a potential breach will be promptly initiated. The Board Chair will review the circumstance and details of the potential breach and will notify the alleged Board member. The alleged Board member has the right to complete information and the right to respond fully to the potential breach. The identity of the reporter will not be disclosed unless required by law or in a legal proceeding. The Board Chair makes a decision and completes a report in a timely manner. The decision may range from finding no potential breach to one that reveals suspected criminal conduct.

f. Consequences of a Breach

Board members who do not comply with the standards of behaviour identified in this Code, including taking part in a decision or action that furthers their private interests, may be subject to action up to and including removal of the Board member.

g. Review of a Decision

A Board member can request in writing that the Ministry of Justice and Solicitor General review the decision made by the Board Chair that they have breached the Board's Code of Conduct.



h. <u>Unresolved Conflict</u>

If there is no resolution, the matter will be elevated to the Deputy Minister or Ethics Commissioner with a notification to the Minister.

i. Leave from Board

Board members must take a leave from the Board in the following cases:

- Running for federal elected office.
- Running for provincial elected office.

In the case of running for provincial office, Board members must take leave from their position prior to filing nomination papers under section 61 of the *Election Act*. In the case of running for federal office, candidates must take leave from their position prior to filing their nomination papers under section 67 of the *Canada Elections Act*.

If, following the election, the member is not elected to federal or provincial office, they may resume their position on the Board.

j. Removal or Resignation from Board

If a member is elected to federal and provincial office, they must resign their position on the Board. Board member vacancies may also arise due to a Board member being removed or choosing to resign. With respect to filling Board vacancies, in the case of an at-large member, the Board will determine the appropriate process for replacement. In the case of an association member, the association will nominate a replacement Board member.

VI. Other Resources

a. Where to Get Advice

When Board members require advice and guidance in determining whether misconduct or a conflict exists, or need clarification, they may discuss their issue with:

- The Board Chair for concerns with Board members.
- The Board Vice Chair for concerns with the Board Chair.

b. Questions to Consider

When Board members are faced with a difficult situation, the following questions may help them decide the right course of action:

 Have I reflected on or consulted with the Board Chair about whether I am compromising the Code's values, principles or behavioural standards?



- Have I considered the issue from a legal perspective?
- Have I investigated whether my behaviour aligns with a policy, procedure or mandate of the Board?
- Could my private interests or relationships be viewed as impairing my objectivity?
- Could my decision or action be viewed as resulting in personal gain, financial or otherwise?
- Could my decisions or actions be perceived as granting or receiving preferential treatment?

VII. Affirmation

The Code of Conduct for the Police Advisory Board was accepted on ______, 20___ and is reaffirmed annually by the Board to ensure it remains current and relevant. This includes a signed acknowledgment by Board members to abide by the Code.

Appendix 3 – Conflict of Interest

ALBERTA POLICE ADVISORY BOARD CONFLICT OF INTEREST DECLARATION EXPLANATION AND INSTRUCTIONS

Appointment to Board

All members of a board must act impartially in carrying out their responsibilities. As a member of the Alberta Police Advisory Board (Board), you are required to identify and disclose, in writing, any real or perceived conflicts of interest. This is a continuing obligation to disclose, in accordance with the disclosure practice outlined in the Alberta Public Agency Governance Act and the Conflicts of Interest Act.

This document sets out information to assist you in identifying real or perceived conflicts of interest. Please (1) read this document, and (2) complete and sign the attached *Conflict of Interest Declaration*.

What is a real or perceived conflict of interest?

This includes any interest that actually conflicts, may conflict, or may reasonably appear to conflict with responsibilities as a member of the Board. The existence of a real or perceived conflict of interest will not necessarily preclude a Board member from serving on the Board.

When does a real or perceived conflict of interest exist?

- You have a private interest that influences or appears to influence the objective exercise of your responsibilities as a Board member;
- Your private interests are at variance to or in conflict with your duties and/or responsibilities as a Board member; or
- You gain or appear to gain advantage, for yourself or others, by virtue of your role as a Board member.

What do private interests include?

Private interests include a personal obligation, financial interest, business interest or an interest of a closely associated person or entity. Private interests may also include involvement in an appointment, business, undertaking or employment.

- Business interests: include any interest arising as a result of your current, former or prospective affiliation with any for profit, not-for-profit or charitable entity.
- Affiliation: includes being a member, employee, volunteer, owner, shareholder, creditor, director, appointee, or trustee of an entity, or having any legal or equitable interest in such an entity.
- Entity: includes a corporation, partnership, sole proprietorship, firm, franchise, association, trust, organization, holding company, joint venture, society, or institution.



• Closely associated person: includes persons with whom you have a substantial relationship such as a spouse, adult interdependent partner, child, other relative, close friend, employer, business associate, or client.

What do private interests not include?

- An interest in a matter that is of general application.
- An interest in a matter that affects you as part of a broad class of the public. This means, for example, that a decision of the Board would affect you in the same way as it would affect others in the broad class.
- An interest that is trivial. This means that the interest may be a private interest, but it is of such minor significance that it is trivial.

ALBERTA POLICE ADVISORY BOARD CONFLICT OF INTEREST DECLARATION

Mame of Roard Me	ember:
Declaration	
□ I have no real o	r perceived conflicts of interest to declare at this time.
☐ I have interests responsibilities	to declare that may actually conflict, or appear to conflict, with my as a member of the Alberta Police Advisory Board.
Please list the inter conflict of interest,	ests declared below. If you are <u>not sure</u> if you have a real or perceived please explain. Attach additional sheets if you need more space:
l,	declare that the information provided on this and accurate accounting of any actual or perceived conflict(s) of interest responsibilities as a member of the Alberta Police Advisory Board of which I ne.
conflicts of interest	nave a continuing obligation to disclose, in writing, any actual or perceived that arise prior to, and during, any term of appointment in accordance with ice outlined in the Alberta Public Agency Governance Act and the Conflicts
Board Member's Si	gnature:
Date:	
for the purpose of assessin questions, please contact t	rm is collected pursuant to section 33(c) of the Freedom of Information and Protection of Privacy Act in the eligibility and suitability of candidates for an appointment to the public ABC. If you have any the Director of the Executive Search Unit, Alberta Public Service Commission, 780-408-8372, is@gov.ab.ca; 5th Floor Peace Hills Trust Tower, 10011 109 Street, Edmonton, Alberta T5J 3S8.
For Program Area's l	Jse:
Follow up required; Y /	N Date Completed (dd/mm/yy):

Appendix 4 – Recruitment and Selection Proposal

ALBERTA POLICE ADVISORY BOARD RECRUITMENT AND SELECTION PROPOSAL

The Alberta Police Interim Advisory Board (interim Board) is responsible for developing recommendations related to the recruitment and selection of Board members for the operational Alberta Police Advisory Board (APAB).

This proposal includes a combination of recommendations as to how the recruitment process itself should proceed, as well as specific documents that the interim Board supports for use in the recruitment process.

The interim board recommends that the initial recruitment and selection process not follow the standard ministry- and Minister-focused process, and that instead the interim Board directly administer the recruitment and selection process for the creation of the initial operational Board.

Recruitment and selection recommendations

• The selection process should include an initial written submission (resume and cover letter) followed by an interview process for selected candidates.

The interim Board expects that there will be a high level of interest in participation on the operational APAB. A high level of interest combined with the interim Board's recommendation that selection criteria be more experiential in nature (as opposed to specific technical and/or behavioural competencies) will require a two-phased selection process involving an initial written application process followed by interviews of a short-list of candidates. A written application includes a resume and cover letter that link the applicant's experience to the competencies outlined in the position description as required to participate effectively on the APAB.

This approach will ensure minimal barriers for initial applicants while allowing for the experiences and perspectives of short-listed candidates to be well understood by the selection committee.

 Representatives from the current interim Board should form the selection committee for the operational APAB.

It is crucial that members of the interim Board be responsible for the operational Board member selection process. As the interim Board was mandated to develop a selection process, they should also have an opportunity to ensure it is effectively executed. Secondly, interim Board members consist of representatives of municipalities from across the province who are well-positioned to ensure that those selected to the operational APAB will represent their own communities and Albertans more broadly.



Depending on the size of the selection committee, a minimum of three interim Board representatives should be involved, including at least one from both an urban municipality and a rural municipality.

 The recruitment process should be designed in such a way as to make applying for the APAB accessible to all Albertans, including those belonging to marginalized groups.

While the selection process for APAB positions should be intensive, it should seek to minimize barriers that may prevent Albertans from applying. For example, the interview process should include a virtual interview option, and should reimburse applicant expenses for travelling for an interview.

Additionally, there should be an option to submit an initial application either digitally or through mailing a hard copy.

 Membership on the APAB does not require a set of specific qualifications but applicants must be able to demonstrate how their experiences align with the required Board member competencies.

Policing is an issue that impacts all Albertans in a variety of ways. For this reason, it is important that a wide range of perspectives are included on the APAB. As the APAB is not expected to address highly technical issues (as is the case with some other public agencies, boards and commissions), it is not necessary to require any members to possess specific behavioural or technical competencies. The interim Board's preferred alternative is to identify broad competencies and require applicants to provide examples of their experiences in meeting the competencies. Experiences could take the form of formal roles, certifications, etc., or may take the form of specific activities or scenarios.

Recruitment and selection documents

Document 1: Competency Matrix

The competency matrix is intended to outline the competencies required for APAB Board members and provide the selection committee with several questions for each to assist them in evaluating applications and selecting Board members.

Document 2: Position Profile

This document provides an overview of the APAB and required competencies in the same format as the position descriptions used by the Public Agencies Secretariat (PAS) to recruit for ABC positions.

Document 3: Application/Interview Questions

This document would guide the selection committee by providing specific questions that can be used during the evaluation process. Each question is intended to provide information related to a specific competency in the competency matrix.

• Document 4: Evaluation Matrix

This document will be used by the selection committee to evaluate applications, provide a numerical ranking to each applicant, and support the identification of other non-quantitative considerations for each candidate. This matrix may be used during both the initial screening process and the interview process.

Document 5: Selection Process

This document is intended to summarize the interim Board's recommended process and timelines for recruiting and selecting operational Board members.



ALBERTA POLICE ADVISORY BOARD BOARD MEMBER COMPETENCY DESCRIPTIONS AND MATRIX

The Alberta Police Advisory Board (APAB) is intended to enhance the role of municipalities and local representatives in informing provincial policing priorities. It is important that APAB members have the requisite experiences and perspective to represent their communities' views on policing.

The document below includes descriptions of the competencies required for APAB board members.

The competencies and descriptions are intentionally high-level to avoid limiting the potential candidate pool to those with formal professional and volunteer experience.

Competency	Description				
Familiarity with policing/public safety	 Does the applicant have previous work/volunteer/academic experience relating to policing or public safety? Does the applicant demonstrate a basic understanding of policing in Alberta, either at the local/detachment level or at the provincial level? Does the applicant have work/volunteer/academic experience relating to root causes and factors influencing crime? 				
Governance and board participation	 Does the applicant have previous experience participating on or supporting a non-profit board? Does the applicant have other governance-related experience? Does the applicant's experience suggest an understanding of the role of a board and of effective governance practices? 				
Community organization/participation	 Is the applicant active in their community through professional or voluntary experience? Does the applicant's experience suggest that they have a high level of familiarity with the various views and perspective within their community? Does the applicant have experience working with or on behalf of marginalized populations? 				

Competency Area 2: Relevant Skills				
Competency	Description			
Leadership/teamwork	 Does the applicant have previous experience serving in a leadership position? 			
	 Does the applicant have previous experience in working closely with a team? 			
Critical thinking/problem solving	 Has the applicant provided an adequate example of solving a complex problem or issue? 			
Public engagement	 Has the applicant demonstrated skills or experience in gathering information or input from community members? 			

ALBERTA POLICE ADVISORY BOARD PUBLIC BOARD MEMBER POSITION PROFILE

Role(s) Required

Eight public member positions on the Alberta Police Advisory Board (APAB).

Role Description

The successful candidates will represent their communities and Albertans in general in providing input to Alberta Justice and Solicitor General and the RCMP "K" Division related to provincial policing priority planning.

Board members contribute to:

- Establishing the policies that guide the Board in fulfilment of its mandate;
- Participating in the development of the business plan, goals, and priorities of the APAB;
- Providing ongoing input to the Minister of Justice and Solicitor General and the Commanding Officer of RCMP "K" Division regarding policing issues and priorities in the province;
- Engaging with relevant organizations, associations, municipalities, and individual Albertans on an ongoing basis to identify local priorities and concerns related to provincial policing;
- Informing relevant organizations, associations, municipalities, and individual Albertans on provincial policing initiatives or policy changes;
- Providing specific feedback on the Government of Alberta's and RCMP "K" Division's annual performance planning and multi-year financial planning processes.

The Board includes eight public members (two from each of Alberta's four RCMP districts), as well as three association members. One member is elected as Chair through an internal selection process. One member is elected as Vice Chair through an internal selection process. Public members are appointed for four-year terms, and may be eligible for one or more additional four-year terms, to a maximum of ten consecutive years.

About the Agency

The Alberta Police Advisory Board was formed in 2021 and is responsible for providing advice to the Minister of Justice and Solicitor General and Commanding Officer of RCMP "K" Division. The Board composition includes members of the public, as well as one member each from the Rural Municipalities of Alberta, Alberta Urban Municipalities Association, and Alberta Association of Police Governance.

Competencies and Experience

In this role, you will demonstrate an understanding of the role of police in Alberta's communities, and the complex relationship that exists between police and various populations, including marginalized groups. You will demonstrate strong teamwork and strategic thinking in collaborating with your fellow Board members to develop advice and priorities to inform the Government of Alberta and RCMP "K" Division strategic planning in relation to provincial policing. Exercising strong communication and engagement skills, you will build relationships with organizations, associations, municipalities and individual Albertans across the province to understand local perspectives on policing. You will use this information to support strategic planning and priority development.

Specialized Knowledge and Expertise

- Familiarity with policing and public safety: Board members should have some familiarity
 with policing and the justice system. This can include experience in the policing and
 justice field, experience with organizations that interact with police in some way,
 experience related to marginalized groups who may be more likely to come into contact
 with police, root causes and factors influencing crime and social disorder, or a personal
 interest in learning more about policing in your community and across Alberta.
- Governance and Board participation: As the APAB has an important role in providing consistent information to the Government of Alberta and Royal Canadian Mounted Police "K" Division, it is critical that the Board functions effectively. For this reason, prospective Board members will be asked to share their experience and familiarity with effective Board governance.
 - While this could take the form of direct experience participating on a private sector or non-profit Board of directors, not everyone who would be a good fit in this role will have had formal Board governance experience. For this reason, this competency will be evaluated partially on experience, and partially based on applicants' perspective on the processes and characteristics that they believe would make the APAB operate effectively.
- Community organization/participation: It is important that APAB members have a strong understanding of the various perspectives that shape interactions with policing in communities across Alberta. Applicants will be asked to share their experiences in participating in community organizations, events, or causes. Of particular importance will be whether an applicant has experience working with different organizations and segments of the population, including rural and urban communities and marginalized populations, as this experience is invaluable to understanding the diverse views related to policing.
- Leadership/teamwork: Leadership and teamwork can be found in many aspects of society and can take many forms. Applicants will be expected to describe times they have been a member of a team or served in a leadership position. This could be related to a formal organization, or it could be an example of a specific situation in which the applicant showed leadership qualities.

- Critical thinking/problem solving: The APAB will address complex and important topics
 relating to policing, including spending, resource allocation, community engagement,
 and others. Understanding these topics and how different approaches may impact
 Alberta communities is critical to effectively serving on the APAB. Applicants will be
 required to demonstrate times in which they have solved a complex problem.
- Public engagement: To effectively represent communities across Alberta, the APAB will
 have to effectively engage with various sectors and community organizations.
 Applicants are required to demonstrate experience with community engagement. This
 could include formal engagement in a professional, non-profit or academic context, or
 of informal engagement with community member associated with a local project or
 initiative.

Remuneration, Time Commitment and Meeting Location

Board members will be remunerated for their time in accordance with the Committee Remuneration Order (O.C. 466/2007). Expenses necessarily incurred in the performance of duties as a member of the Board will be reimbursed in accordance with the rates set out in the Travel, Meal and Hospitality Expenses Directive (Treasury Board Directive April 1,2021) as amended from time to time, or any directive made in substitution, as if they were employees of the Government of Alberta.

Meetings are expected to be held quarterly at minimum, either face-to-face or virtually. However, meetings can be held more or less frequently at the discretion of the Board.

Additional Notes

To be eligible for appointment a candidate must:

- be a resident of Alberta:
- reside in an area of Alberta that is policed by the RCMP;
- not currently be employed as a police officer for any police service operating in Alberta;
- not currently be employed as an Alberta Sherriff or a peace officer;
- not currently be employed in Alberta's justice system in any way;
- not currently serve as a sitting elected official at the provincial or federal level.

Final candidates will be asked to undergo a Canadian Police Information Centre (CPIC) check, and a disclosure and conflict of interest screening. The results of the check and screening may impact candidates' suitability for appointment.

It is recognized in Alberta as a fundamental principle and as a matter of public policy that all persons are equal.

Diversity and inclusion are valued and supported on the Boards of Alberta's public agencies.

ALBERTA POLICE ADVISORY BOARD BOARD MEMBER APPLICATION INTERVIEW QUESTIONS

The following questions are recommended by the Interim Board for the intial establishment of an operational Board. The operational Board should review the recruitment and selection process going forward and make adjustments as it sees fit.

Please answer the questions below to the best of your ability.

1. Indicate your physical address and (if different) mailing address.

Purpose: Determine applicant's municipality/Metis settlement/First Nation of residence to assist with regional requirements.

2. Describe why you are interested in serving on the Alberta Police Advisory Board.

Purpose: Links to "familiarity with policing/public safety" competency.

3. Describe how your past experiences (professional, academic, volunteer, or personal) would make you a good fit on the Alberta Police Advisory Board.

Purpose: Links to all competencies.

4. Describe your thoughts on the effectiveness of policing in your community and in Alberta. What works well? What could be improved?

Purpose: Links to "familiarity with policing/public safety" competency and "critical thinking/problem solving" competency.

Describe any experience you have related to marginalized or vulnerable populations.
 This could include your personal experiences as part of a marginalized or vulnerable population, or experience working with or supporting marginalized or vulnerable populations.

Purpose: Links to "familiarity with policing/public safety" competency and "community organization/participation" competency.

6. Describe your previous experience in leadership roles.

Purpose: Links to "leadership/teamwork" competency.

7. Describe some complex issues you have dealt with and the solutions that you offered.

Purpose: Links to critical thinking/problem solving" competency.



8. Describe your community engagement experience. This could include a formal engagement in a professional, non-profit or academic context, or informal engagement with community members associated with a local project, issue or initiative.

Purpose: Links to "community engagement" competency.

9. Describe any other experiences that would be relevant to participating on the Alberta Police Advisory Board.

Purpose: Links to all competencies.

ALBERTA POLICE ADVISORY BOARD APPLICANT EVALUATION MATRIX

This matrix is intended to allow for the evaluation of applications for membership on the Alberta Police Advisory Board. The competencies listed below are described in the *Position Profile* document. For each candidate, each competency is to be scored based on the total ranking in the matrix below. Competencies are weighted differently based on their relative importance to serving effectively on the Board. The document also includes other comment areas that, when completed, may assist in differentiating among candidates with similar scores.

Applicant name:	_
Applicant community:	
RCMP District:	-

Competency	Ranking	Notes/Comments		
Familiarity with Policing and Public Safety	/20			
Governance and Board Participation	/20			
Community organization/participation	/20			
Leadership/teamwork	/15			
Critical thinking/problem solving	/15			
Public engagement	/10			
Total ranking	/100			

<u>Supplementary considerations</u>

- Did anything stand out about this application as unique?
- Did this application have any "red flags"?
- Is there anything in this application that requires further clarification or discussion with the applicant?
- Are there any gaps in the application that may require further training or education?

ALBERTA POLICE ADVISORY BOARD MEMBER RECRUITMENT AND SELECTION PROCESS

This document outlines the preferred recruitment and selection process for the Alberta Police Advisory Board (APAB) as identified by the interim Board. In this process, the Public Agency Secretariat will support the interim Board in recruiting applicants through their centralized process, but the candidate evaluation and selection process will be the responsibility of the interim Board.

Recruitment and Selection Committee Members

 Alberta Police Interim Advisory Board – three members (one each from RMA, AUMA, and AAPG)

Recruitment Process

To ensure that the recruitment opportunity is distributed as widely as possible, the interim Board would collaborate with RMA, AUMA, AAPG, and the Government of Alberta, including the Indigenous Policing Program delivered by Justice and Solicitor General, to post the opportunity in multiple places, including the associations' websites and the GOA's Public Agency Secretariat website. RMA and AUMA may also encourage other stakeholder organizations and their members to share the opportunity locally.

To allow time for the opportunity to be distributed and individuals to apply, it is recommended that recruitment remain open for approximately six weeks.

Recruitment and Selection Decision-Making

The Government of Alberta requires that appointments to public agencies, boards and commissions be based on the use of specific competencies. Therefore, applicant evaluations and selection decisions will be based on the rankings that applicants receive on the APAB competency matrix. Selection committee members should complete their matrices based on discussions with their fellow committee members, and engage in discussions on the competencies, etc. of comparable candidates. In other words, while competency matrix rankings will determine the final selection of applicants, it should be informed by engagement and discussion among the selection committee.

Recruitment and Selection Two-Part Process

To balance the need for applicants to provide a meaningful description of how their experiences will support their participation on the Board with the need to make the application process as straightforward and accessible as possible, applicants will be required to submit an initial application that consists of a resume and cover letter. The resume can highlight any specific professional, community, academic or other experience that may make them a good fit

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for the Board, while the cover letter will allow them to expand on the link between their experiences and the Board's mandate, as well as the required competencies found in the position profile. There will be no specific structural requirements for the two documents, but to allow the selection committee time to review all applications, a word or page limit should be considered.

Based on the information provided by applicants in their initial application, the selection committee would evaluate each applicant using the competency matrix and invite a set number of short-listed candidates to participate in an interview. The exact number and distribution of short-listed candidates will depend on the final Board structure.

Following the initial application process, short-listed candidates could be interviewed by the selection committee using the interview questions found in the "APAB Interview Questions" document. Following the interviews, the selection committee would re-evaluate each applicant on the matrix to make final membership decisions.

Recruitment and Selection Timeline

CI.		
Step	Date	Notes
APAB recruitment opportunity posted on PAS website, distributed by RMA, AUMA, AAPG, etc.	July 5, 2021	N/A
Recruitment closes	August 19, 2021	N/A
Selection process phase 1	August 23, 2021	The selection committee will review all written applications and evaluate based on competency matrix. This may also involve one or more in-person meetings to discuss applications, etc. Phase 1 will be complete when short-list of applicants is determined.
Selection process phase 2	September 27, 2021	Phase 2 will consist of interviews with short-listed applicants, and the recompletion of competency matrices for those applicants.
Final Board member selection	November 1, 2021	The at-large members of the APAB should be determined and notified by this point.

Board Member Orientation, Learning, and Development

Alberta Justice and Solicitor General, and RCMP "K" Division will collaborate to develop and provide presentations and written materials to support new Board member orientation, learning, and development. Topics should include, but are not limited to:

- APAB governance documents and policies.
- Previous APAB work completed to date (reports, newsletters, etc.).
- The policing system and police governance in Alberta.
- The budgeting and planning process for the Provincial Police Service Agreement, including the development of the Justice and Solicitor General/RCMP "K" Division joint business plan, annual performance plans, and multi-year financial plans.
- The budgeting and planning process for Municipal Police Service Agreement communities.
- The RCMP resourcing strategy and algorithm.

Evaluation and Succession Planning

Once appointed, the APAB will be responsible for creating evaluation and succession planning processes.



Appendix 5 – Compliance with Best Practices

ALBERTA POLICE ADVISORY BOARD COMPLIANCE WITH GOVERNANCE POLICY BEST PRACTICES

According to the Mandate and Roles Document (MRD) Guidebook provided by the Government of Alberta, it is a best practice that all public agencies have a document that clearly articulates the agency's mandate, including the roles and responsibilities of the agency and the department. Public agencies subject to the Alberta Public Agencies Governance Act (APAGA) are required to develop, review, and renew the MRD collaboratively with the responsible minister, and make it publicly available. For non-APAGA agencies, a document identifying key elements such as the mandate, roles, and responsibilities may be an MRD, terms of reference, or a memorandum of understanding.

The Guidebook includes a checklist of required content for an MRD in accordance with APAGA and the Public Agencies Governance Policy best practices. This checklist is shown in the table below, along with a brief analysis of whether the governance documents for the Alberta Police Advisory Board as drafted by the interim Board and included in this report contain the required content.

Topic Rublis Agency Mandata	Required by APAGA	Governance Policy Best Practice	Contained in Draft Governance Document
Public Agency Mandate Applicable Legislation and Regulations • A reference to both the legislation used to establish the public agency as well as other legislation and regulations that may apply.	No	Yes	No. Minister's decisions will determine whether the Board is subject to APAGA or not.
Public Agency Mandate Concise statement of the public agency's mandate and/or a reference to the mandate provided in the enabling legislation/documents.	Yes	Yes	Yes, in Terms of Reference.
 Independence (if applicable) Adjudicative agencies should have an acknowledgement of the importance of the arms-length relationship to the Minster in the execution of their decision-making responsibilities. 	No	Yes	Not applicable.
Duties and Responsibilities			
 Roles and Responsibilities A description of the roles, responsibilities, and reporting relationships for the following: minster, public agency, department or employees of the 	Yes	Yes	Yes, in Terms of Reference.

				-
1	government, chair and if applicable, the Chief Executive Officer (CEO) and			
	subsidiaries.			
	Include, where applicable, responsibilities			}
	relating to collaboration between the			
	department and the public agency.			
	Code of Conduct Administration	Yes	Yes	Yes, in Code of
	Required to identify the person responsible		'	Conduct.
}	and the process used to administer the			
	public agency's code of conduct. If the			7.0
	public agency has its own staff, the			
	administration of the code of conduct			
	should be identified.			
	Note: All APAGA agencies are subject to the			
	code of conduct provisions in section 23.922		-	
	of the Conflicts of Interest Act.			
	Financial, Staffing, and Administrative	Yes	Yes	Yes, in Terms of
	Arrangements			Reference.
	 Identify the source of funding for the public 			
	agency, budget, and expenditure authority.			
	 Determine the agency's responsibility for 			
	staffing, and whether it will employ its own			
	staff.			
	Planning and Reporting	Yes	Yes	Yes, in Terms of
	Business plans, annual reports, and financial			Reference.
	reports should be identified including			
	responsibilities and applicable timelines.			1
	 Identify whether the business plan requires 			
	 Identify whether the business plan requires 			
	ministerial approval.			
	ministerial approval. Evaluation	No	Yes	No. To be
	ministerial approval. Evaluation Identify responsibilities for member and	No	Yes	developed by
	ministerial approval. Evaluation Identify responsibilities for member and agency evaluations and how the information	No	Yes	developed by the operational
	 ministerial approval. Evaluation Identify responsibilities for member and agency evaluations and how the information is to be shared. 			developed by the operational Board.
	ministerial approval. Evaluation Identify responsibilities for member and agency evaluations and how the information is to be shared. Orientation, Training and Development	No No	Yes	developed by the operational Board. Yes. In
	ministerial approval. Evaluation Identify responsibilities for member and agency evaluations and how the information is to be shared. Orientation, Training and Development Describe the programs/services provided for			developed by the operational Board. Yes. In recruitment and
	ministerial approval. Evaluation Identify responsibilities for member and agency evaluations and how the information is to be shared. Orientation, Training and Development Describe the programs/services provided for orientation, training and ongoing director			developed by the operational Board. Yes. In recruitment and selection
	ministerial approval. Evaluation Identify responsibilities for member and agency evaluations and how the information is to be shared. Orientation, Training and Development Describe the programs/services provided for orientation, training and ongoing director and board development, and the person			developed by the operational Board. Yes. In recruitment and
	 ministerial approval. Evaluation Identify responsibilities for member and agency evaluations and how the information is to be shared. Orientation, Training and Development Describe the programs/services provided for orientation, training and ongoing director and board development, and the person responsible for providing the programs. 	No	Yes	developed by the operational Board. Yes. In recruitment and selection proposal.
	ministerial approval. Evaluation Identify responsibilities for member and agency evaluations and how the information is to be shared. Orientation, Training and Development Describe the programs/services provided for orientation, training and ongoing director and board development, and the person responsible for providing the programs. Succession Planning			developed by the operational Board. Yes. In recruitment and selection proposal. No. To be
	 ministerial approval. Evaluation Identify responsibilities for member and agency evaluations and how the information is to be shared. Orientation, Training and Development Describe the programs/services provided for orientation, training and ongoing director and board development, and the person responsible for providing the programs. Succession Planning Describe the process for member 	No	Yes	developed by the operational Board. Yes. In recruitment and selection proposal. No. To be developed by
	ministerial approval. Evaluation Identify responsibilities for member and agency evaluations and how the information is to be shared. Orientation, Training and Development Describe the programs/services provided for orientation, training and ongoing director and board development, and the person responsible for providing the programs. Succession Planning Describe the process for member performance reviews/evaluation, process to	No	Yes	developed by the operational Board. Yes. In recruitment and selection proposal. No. To be developed by the operational
	 ministerial approval. Evaluation Identify responsibilities for member and agency evaluations and how the information is to be shared. Orientation, Training and Development Describe the programs/services provided for orientation, training and ongoing director and board development, and the person responsible for providing the programs. Succession Planning Describe the process for member performance reviews/evaluation, process to identify and confirm competencies, as well 	No	Yes	developed by the operational Board. Yes. In recruitment and selection proposal. No. To be developed by
	 ministerial approval. Evaluation Identify responsibilities for member and agency evaluations and how the information is to be shared. Orientation, Training and Development Describe the programs/services provided for orientation, training and ongoing director and board development, and the person responsible for providing the programs. Succession Planning Describe the process for member performance reviews/evaluation, process to identify and confirm competencies, as well as linkages to succession planning. 	No	Yes	developed by the operational Board. Yes. In recruitment and selection proposal. No. To be developed by the operational
	 ministerial approval. Evaluation Identify responsibilities for member and agency evaluations and how the information is to be shared. Orientation, Training and Development Describe the programs/services provided for orientation, training and ongoing director and board development, and the person responsible for providing the programs. Succession Planning Describe the process for member performance reviews/evaluation, process to identify and confirm competencies, as well as linkages to succession planning. The review of the agency should also be 	No	Yes	developed by the operational Board. Yes. In recruitment and selection proposal. No. To be developed by the operational
	 ministerial approval. Evaluation Identify responsibilities for member and agency evaluations and how the information is to be shared. Orientation, Training and Development Describe the programs/services provided for orientation, training and ongoing director and board development, and the person responsible for providing the programs. Succession Planning Describe the process for member performance reviews/evaluation, process to identify and confirm competencies, as well as linkages to succession planning. 	No	Yes	developed by the operational Board. Yes. In recruitment and selection proposal. No. To be developed by the operational

Committee Structure Sub-committees should be described including structure, scope, timelines for review and reporting relationships with the board. Public agencies with budgets should indicate how their audit committee process is structured.		Yes	Yes, in Terms of Reference.
Communications The public agency and the minster's expectations should be identified including internal and external communication, collaboration and consultation/engagemen Recruitment and Appointment of Members		Yes	Yes, in Terms of Reference.
Centralized Recruitment Process Identify the roles of the minister, department, PAS and public agencies in the recruitment process including: Individuals responsible for developing a competency matrix and related documentation, and the primary person to facilitate the recruitment process, and For reappointments, the rationale, competency matrix and related documentation.		Yes	The interim Board recommends that the Board itself be responsible for recruitment and selection. A draft competency matrix and related documentation are included in the recruitment and selection process.
 Conflicts of Interest Identify and clarify the process to ensure candidates are screened prior to the appointment. 	No	Yes	Yes, in Conflict of Interest Declaration.
 Transparency A description of the competencies required for the position needs to be identified and included in agency documentation as well a publicly, if applicable. 	No s	Yes	Yes, in Competency Matrix.

Clarity of roles	Yes	Yes	Yes, in Terms of
 Expectations and procedures related to communication, collaboration and consultation between the public agency and the minster, or the minster's designate, should be clarified including a description of: Process for ensuring the minister is informed of challenges, issues and progression toward achievement of mandate and organizational goals, and Application of relevant government policy. 			Reference and Code of Conduct.

Appendix 6 – Stakeholder Survey Results

ALBERTA POLICE INTERIM ADVISORY BOARD STAKEHOLDER ENGAGEMENT AND GOVERNANCE SURVEY RESULTS

Overview

In March 2021, the Alberta Police Interim Advisory Board distributed a survey to municipalities to learn more about municipal perspectives on Board governance. This survey received 131 responses from 98 different municipalities. The Board also solicited input from municipalities through email and in person at RMA and AUMA events. Municipal feedback provided the foundation for the recommendations in this report.

Overall, many of the Interim Board's initial thoughts related to Board size, experience, and composition aligned with survey responses. Key survey outcomes were as follows:

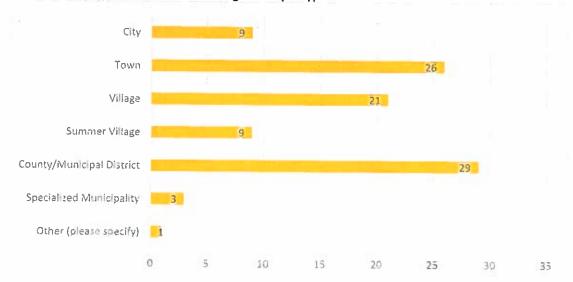
- Respondents clearly identified police costs, funding, and service levels as priority issues for the Board moving forward.
- Respondents generally agreed that the Board should play a role in communications between the Government of Alberta/RCMP and municipalities. However, a very large number of respondents were neutral on this question.
 - o The high level of neutral responses may be an indication that respondents are not familiar enough with how the Board will be positioned in relation to the Government of Alberta/RCMP and municipalities to determine whether they can effectively support communications and information-sharing.
- Most respondents supported the operational Board representing all municipalities that receive
 policing from the RCMP. However, this support was not overwhelming, as 34% of respondents
 indicated that the Board should only represent municipalities impacted by the new police
 funding model.
- Respondents were comfortable with an 11-member Board comprised of three association representatives (one each from RMA, AUMA and AAPG) and eight at-large representatives.
- The majority of respondents supported an equal number of at-large representatives from each RCMP district.
- A significant majority supported an internal chair selection process.
- The most common written comments on Board composition focused on the need for at-large representatives to have a municipal background, with several comments suggesting that in each district, one at-large representative be from a municipality, and one from the broader community.
- Nearly all respondents supported the example competencies and believed that representatives from their community would fulfill the competencies.
- Written comments in this section commonly identified strong communication skills, board/governance background, and familiarity with municipalities as required competencies for Board members.

Survey Results

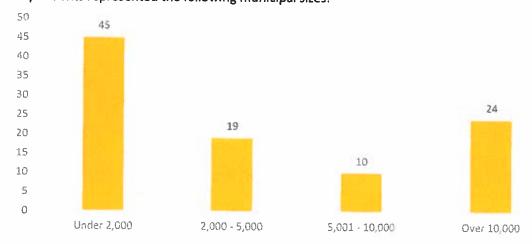
Demographic Information

Questions 1 through 4 asked respondents to identify themselves, their municipality, their municipal type, and their municipal size.

Respondents represented the following municipal types:

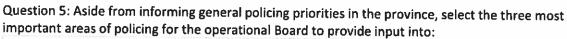


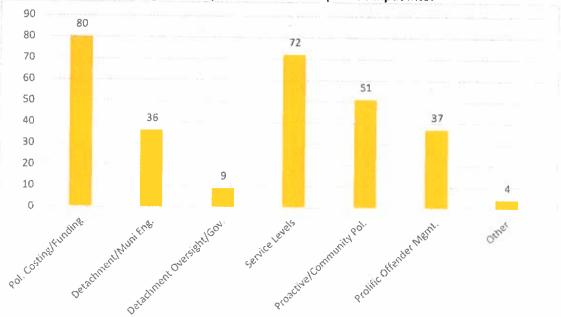
Respondents represented the following municipal sizes:



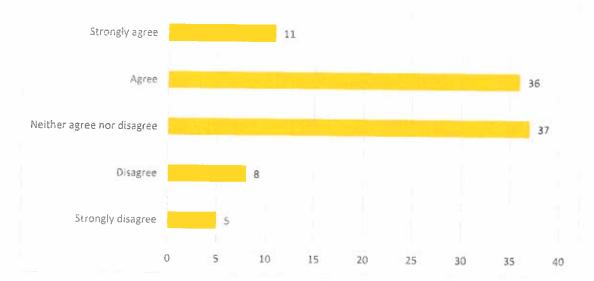
Board scope and deliverables

This section focused on gathering input on what areas of policing the operational Board should address, as well as whether the operational Board should serve as a communications and information-sharing conduit between the GOA/RCMP and municipalities. The section consisted of the following two questions.



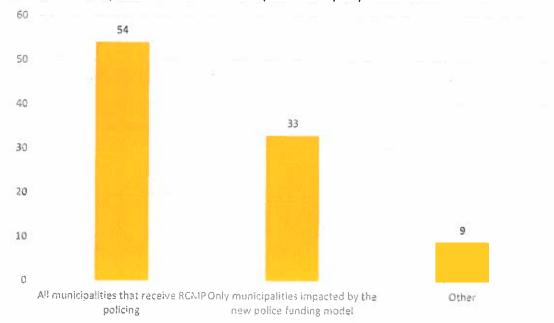


Question 6: The operational Board is well-positioned to serve as a communications conduit between municipalities, the RCMP, and GOA on policing issues.



Board representation

This section was intended to address what municipalities the operational Board should represent. It consisted of only one question.

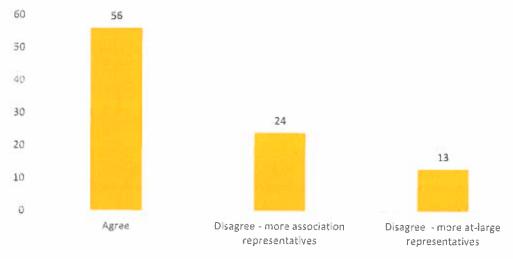


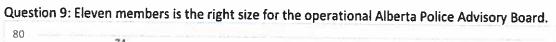
Question 7: The operational Board should represent the perspectives of:

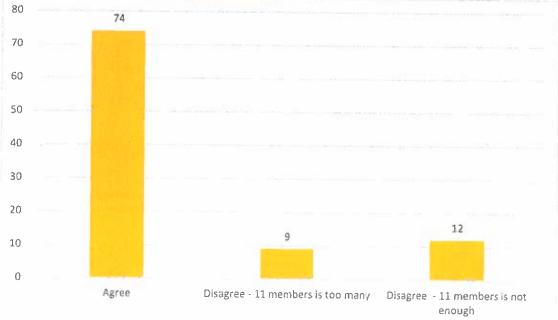
Board size, composition, and term

The questions in this section focused on an example of a hypothetical 11-member Board. This section also included a question on the chairperson selection process.

Question 8: The balance of association (3) and at-large (8) representatives in the example is right for the Alberta Police Advisory Board.



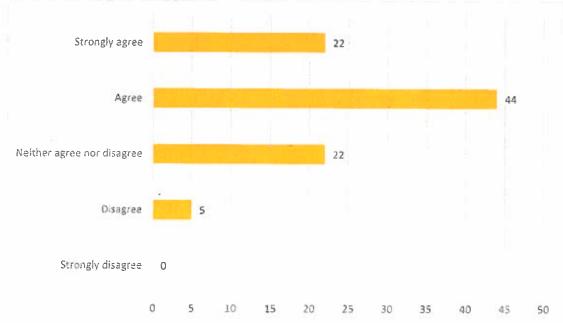




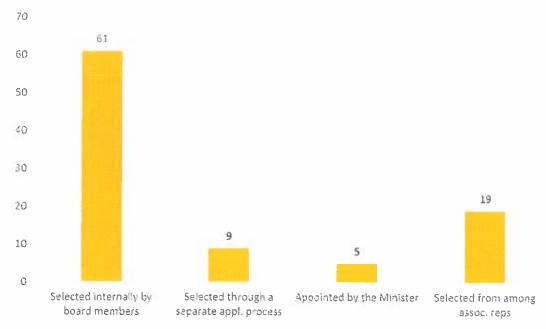
Question 10: If you answered "Disagree" to question 8, what is the right size for the operational Alberta Police Advisory Board?



Question 11: An equal number of at-large Board members should be recruited from each RCMP District.



Question 12: How should the Chairperson of the operational Alberta Police Advisory Board be determined?



Question 13 asked respondents if they had any other comments on the hypothetical example, or general comments related to the Board size, composition, and chairperson selection process.

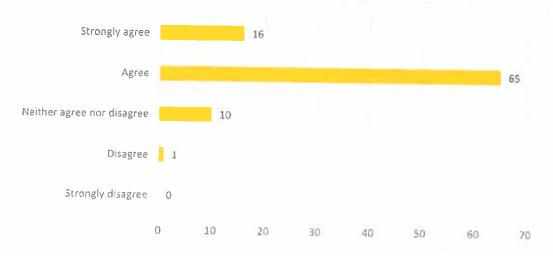


Board member characteristics and competencies

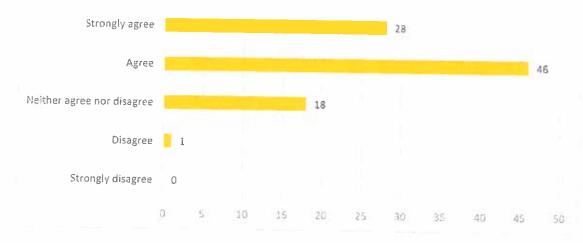
This section focused on determining the proper competencies, experiences, etc. needed for Board members to effectively contribute to the operational Board's mandate. The section was based around the following example attributes previous supported by the interim Board:

- Familiarity with policing and public safety
- Governance and Board participation
- Community organization/participation
- Critical thinking/problem solving
- Public engagement

Question 14: The example attributes will result in the right combination of competencies and experiences on the operational Board.



Question 15: There are representatives within our community that would be a good fit for participation on the Board based on the example attributes.



Question 16 asked respondents to list any other competencies or attributes that should be required for Board member.