



AGENDA

Regular Meeting of Council of the Village of Bawlf in the Province of Alberta

Wednesday, July 17, 2019 7:30 pm

Council Chambers

1. CALL TO ORDER

2. GENERAL GOVERNMENT

- a) Agenda July 17, 2019
- b) Minutes of the Regular Meeting of Council June 19, 2019
- c) Minutes of the Special Meeting of Council July 4, 2019
- d) Balance Sheet to June 2019

3. OLD BUSINESS

4. NEW BUSINESS

- a) Set Election date
- b) Designate a substitute Returning Officer
- c) Designate member for the Intermunicipal Subdivision and Development Appeal Board
- d) Training for SDAB Member
- e) Resignation of our Assessment Review Board member and assigning of a new member
- f) Appoint the whole of Council to the Emergency Management Advisory Committee
- g) Appoint David Zayonce as Director of Emergency Management
- h) Appoint Anne Flynn As Deputy Director of Emergency Management
- i) Seasonal Collection of grass clippings

5. BYLAWS

- a) Bylaw 641/19 – Intermunicipal Subdivision and Development Appeal Board Bylaw
- b) Bylaw 642/19 – Municipal Emergency Management Bylaw

6. STANDING REPORTS

- a) Mayor's Report
- b) Board Reports:
 - Shirley McClellan Regional Water Services Commission
 - Regional Emergency Management Services Liaison
 - Fire Services Commission
 - Parkland Regional Library Board

7. CORRESPONDENCE

8. ADJOURNMENT



MINUTES

Regular Meeting of Council of the Village of Bawlf in the Province of Alberta

Wednesday, June 19, 2019 – 7:30 pm

Council Chambers

Present:

Mayor J. DeMerchant

Councillor R. Aschenbrenner

Councillor R. MacDonald

CAO A. Flynn

Auditor Brian King – 7:30

Lyle Burkard – 7:32

1. CALL TO ORDER

Mayor J. DeMerchant called the meeting to order at 7:30 pm

2. GENERAL GOVERNMENT

a) Agenda June 19, 2019

Motion 107/19 by Councillor R. Aschenbrenner to accept the Agenda as presented.

CARRIED

b) Minutes of the Regular Meeting of Council May 15, 2019

Motion 108/19 by Councillor R. MacDonald to approve the May 15th Regular Meeting of Council Minutes.

CARRIED

c) Accounts Payable – May 2019

Motion 109/19 by Councillor R. MacDonald to accept as information.

CARRIED

3. OLD BUSINESS

4. NEW BUSINESS

a) Accept Frances Gartner resignation from Council

Motion 110/19 by Councillor R. MacDonald to accept Councillor Gartner's resignation. CARRIED

b) Auditor Presentation of 2018 Financial Statement

Motion 111/19 by Councillor R. Aschenbrenner to approve the 2018 Financial Statement as presented.

CARRIED

c) Development Permit for Lyle Burkard

Motion 112/19 by Councillor R. Aschenbrenner to approve the Development Permit application for Lyle Burkard with the setback relaxation and the placement of a manufactured home. CARRIED

Lyle Burkard left the meeting

d) In Camera

Motion 113/19 by Mayor J DeMerchant to move the meeting in-camera at 8:05 p.m. CARRIED

Motion 114/19 by Mayor J DeMerchant to move out of in-camera at 9:00 p.m. CARRIED.

5. REPORTS

- a) Mayor's Report - Discussion RE: sidewalk landscaping, RVs on street, commercial vehicles
- b) Public Works Report - none
- c) Board Reports:
 - Shirley McClellan Regional Water Services Commission
Look to see if follow up with previous motion has been done-157/18 (October 17, 2018)
 - Regional Emergency Management Services Liaison N/A
 - Fire Services Commission N/A
 - Parkland Regional Library Board N/A

Accepted as information

6. CORRESPONDENCEADJOURNMENT

Being that all agenda matters have been concluded, the meeting was adjourned at 9:35 pm

These minutes were approved at the June 17, 2019 Regular Meeting of Council.

Mayor J. DeMerchant

CAO A. Flynn

Date

Date



MINUTES

Special Meeting of Council of the Village of Bawlf in the Province of Alberta

Thursday, July 4, 2019

Council Chambers

PRESENT:

Mayor J. DeMerchant
Councillor R. Aschenbrenner
Councillor R. MacDonald
CAO A. Flynn

1. CALL TO ORDER

Mayor J. DeMerchant called the meeting to order at 2:18 pm.

2. GENERAL GOVERNMENT

a) Agenda July 4, 2019 Special Council Meeting

Motion 115/19 by Councillor R MacDonald to approve the July 4, 2019 Special Meeting of Council agenda as presented. **CARRIED**

3. NEW BUSINESS

a) 2019 Operating and Capital Budget

Motion 116/19 by Mayor J DeMerchant to accept the 2019 budget as presented. **CARRIED**

4. Bylaws

a) #640/19 – 2019 Mill Rate Bylaw

Motion 117/19 by Councillor R Aschenbrenner to give bylaw 640/19 first reading. **CARRIED**

Motion 118/19 by Councillor R MacDonald to give bylaw 640/19 second reading. **CARRIED**

Motion 119/19 by Mayor J DeMerchant to give bylaw 640/19 unanimous consent for third reading. **CARRIED**

Motion 120/19 by Councillor R Aschenbrenner to give bylaw 640/19 third and final reading. **CARRIED**

5. ADJOURNMENT

Being that all agenda matters have been concluded, the meeting was adjourned at 3:15 pm.

VILLAGE OF BAWLF

General Ledger Trial Balance 5

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January 2019 To June 2019

| General Ledger | Description | Previous Year Actual | Beginning Of Period | Current Period | Year To Date | Budget |
|---------------------------|-------------------------------------|-------------------------|------------------------|---------------------|---------------------|-------------------|
| Revenue Operating | | | | | | |
| 1-00-510 | PENALTIES & COSTS ON TAXES | (12,156.94) | 0.00 | (11,675.22) | (11,675.22) | 15,000.00 |
| 1-12-410 | SALE OF SERVICES | (2,951.08) | 0.00 | (100.00) | (100.00) | 2,000.00 |
| 1-12-522 | BUSINESS LICENCES | (1,050.00) | 0.00 | (625.00) | (625.00) | 625.00 |
| 1-15-110 | ECONOMIC DEVELOPMENT REVENUE | 0.00 | 0.00 | (190.00) | (190.00) | 0.00 |
| 1-23-411 | MOTOR VEHICLE ACCIDENT FEES CHARGED | 0.00 | 0.00 | (200.00) | (200.00) | 200.00 |
| 1-23-430 | FIRE EXPENSES RECOVERED | (7,465.00) | 0.00 | (11,246.37) | (11,246.37) | 0.00 |
| 1-26-525 | DOG LICENCES | (2,830.00) | 0.00 | (2,355.00) | (2,355.00) | 2,200.00 |
| 1-26-530 | BYLAW FINES | (596.00) | 0.00 | (695.00) | (695.00) | 800.00 |
| 1-32-590 | FRANCHISE FEES FORTIS | (12,779.29) | 0.00 | (6,843.96) | (6,843.96) | 12,500.00 |
| 1-41-410 | MONTHLY WATER FEES | (78,919.67) | 0.00 | (39,395.08) | (39,395.08) | 79,000.00 |
| 1-41-511 | WATER PENALTIES | (1,463.03) | 0.00 | (492.76) | (492.76) | 1,200.00 |
| 1-42-410 | MONTHLY SEWER FEES | (71,112.27) | 0.00 | (35,640.93) | (35,640.93) | 72,500.00 |
| 1-42-840 | PROVINCIAL CONDITIONAL GRANTS | 0.00 | 0.00 | (120,000.00) | (120,000.00) | 0.00 |
| 1-43-410 | MONTHLY GARBAGE FEES | (26,431.60) | 0.00 | (13,270.00) | (13,270.00) | 26,800.00 |
| 1-44-412 | MONTHLY RECYCLING FEES | (12,298.55) | 0.00 | (6,170.09) | (6,170.09) | 12,500.00 |
| 1-56-570 | CEMETERY DONATIONS | (1,150.00) | 0.00 | (170.00) | (170.00) | 650.00 |
| 1-61-410 | DEVELOPMENT PERMITS & CHARGES | (860.00) | 0.00 | (100.00) | (100.00) | 500.00 |
| 1-72-560 | PARK & CAMPGROUND RENTALS | (3,753.78) | 0.00 | (79.75) | (79.75) | 2,500.00 |
| 1-74-560 | HALL RENTALS | (41.00) | 0.00 | (6,045.00) | (6,045.00) | 0.00 |
| | Revenue Operating Sub Total | (235,858.21) | 0.00 | (255,294.16) | (255,294.16) | 228,975.00 |
| Expenses Operating | | | | | | |
| 2-11-150 | COUNCIL REMUNERATION | 9,740.00 | 0.00 | 2,960.00 | 2,960.00 | 8,000.00 |
| 2-11-211 | COUNCIL TRAVEL & SUBSISTENCE | 409.78 | 0.00 | 110.55 | 110.55 | 500.00 |
| 2-12-110 | ADMINISTRATION - SALARIES | 114,129.44 | 0.00 | 39,627.77 | 39,627.77 | 72,000.00 |
| 2-12-130 | ADMINISTRATION - PAYROLL DEDUCTIONS | 6,907.81 | 0.00 | 2,944.24 | 2,944.24 | 7,200.00 |
| 2-12-131 | EMPLOYEE BENEFITS | 6,455.50 | 0.00 | 5,987.96 | 5,987.96 | 7,800.00 |
| 2-12-211 | TRAVEL & SUBSISTENCE | 382.57 | 0.00 | 885.00 | 885.00 | 4,000.00 |
| 2-12-214 | MEMBERSHIPS & PROFESSIONAL DEVT | 1,474.81 | 0.00 | 1,189.27 | 1,189.27 | 1,200.00 |
| 2-12-215 | FREIGHT & POSTAGE | 1,092.08 | 0.00 | 427.71 | 427.71 | 1,200.00 |
| 2-12-217 | TELEPHONE/INTERNET | 6,955.23 | 0.00 | 3,148.87 | 3,148.87 | 7,000.00 |
| 2-12-220 | ADVERTIZING & PRINTING | 727.72 | 0.00 | 804.79 | 804.79 | 800.00 |
| 2-12-225 | VILLAGE PROMOTIONS | 1,228.35 | 0.00 | 1,004.37 | 1,004.37 | 600.00 |
| 2-12-230 | PROFESSIONAL & CONSULTING SERVICES | 0.00 | 0.00 | 512.50 | 512.50 | 500.00 |
| 2-12-231 | AUDITING SERVICES | 8,100.00 | 0.00 | (16,100.00) | (16,100.00) | 8,100.00 |
| 2-12-232 | ASSESSMENT SERVICES | 4,417.75 | 0.00 | 2,203.50 | 2,203.50 | 4,500.00 |
| 2-12-234 | LEGAL SERVICES | 1,337.78 | 0.00 | 3,567.42 | 3,567.42 | 5,000.00 |
| 2-12-253 | TECHNICAL SUPPORT | 5,529.85 | 0.00 | 4,599.41 | 4,599.41 | 6,000.00 |
| 2-12-258 | OFFICE JANITORIAL CONTRACT | 440.00 | 0.00 | 540.00 | 540.00 | 1,500.00 |
| 2-12-263 | EQUIPMENT LEASE | 1,833.19 | 0.00 | 497.70 | 497.70 | 1,800.00 |
| 2-12-274 | INSURANCE | 11,198.47 | 0.00 | 11,123.41 | 11,123.41 | 14,500.00 |
| 2-12-341 | LAND TITLES SERVICES | 100.00 | 0.00 | 90.00 | 90.00 | 100.00 |

VILLAGE OF BAWLF

General Ledger Trial Balance 5

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January 2019 To June 2019

| General Ledger | Description | Previous Year Actual | Beginning Of Period | Current Period | Year To Date | Budget |
|----------------|---|-------------------------|------------------------|-------------------|-----------------|-----------|
| 2-12-510 | OFFICE SUPPLIES | 3,598.67 | 0.00 | 1,278.51 | 1,278.51 | 2,000.00 |
| 2-12-511 | MISCELLANEOUS | 565.09 | 0.00 | (336.48) | (336.48) | 0.00 |
| 2-12-540 | UTILITIES - GAS | 1,191.40 | 0.00 | 245.40 | 245.40 | 1,000.00 |
| 2-12-541 | UTILITIES - POWER | 2,008.90 | 0.00 | 979.86 | 979.86 | 2,200.00 |
| 2-13-750 | REQUISITION - SCHOOL | 88,737.57 | 0.00 | 44,368.79 | 44,368.79 | 0.00 |
| 2-15-221 | EC DEV-ADVERTISING & PROMOTIONS | 3,093.77 | 0.00 | 1,156.20 | 1,156.20 | 0.00 |
| 2-23-148 | IN-SERVICE TRAINING | 354.75 | 0.00 | 3,955.00 | 3,955.00 | 2,000.00 |
| 2-23-159 | HONORARIUMS - ANNUAL & HOURLY | 11,365.00 | 0.00 | 520.00 | 520.00 | 12,000.00 |
| 2-23-217 | TELEPHONE | 1,964.76 | 0.00 | 916.18 | 916.18 | 2,000.00 |
| 2-23-218 | RADIOS & RADIO LICENSE | 229.00 | 0.00 | 229.00 | 229.00 | 229.00 |
| 2-23-251 | VILLAGE TRUCK REPAIRS | 1,751.19 | 0.00 | 1,095.12 | 1,095.12 | 2,500.00 |
| 2-23-252 | COUNTY TRUCK REPAIRS | 2,055.83 | 0.00 | 3,836.42 | 3,836.42 | 0.00 |
| 2-23-256 | FIRE EXP-WATER TRUCK | (1,200.00) | 0.00 | (1,425.00) | (1,425.00) | 0.00 |
| 2-23-270 | CONTRACTED SERVICES | 2,279.40 | 0.00 | 315.00 | 315.00 | 1,500.00 |
| 2-23-274 | INSURANCE-FF'S, BUILDINGS | 3,963.72 | 0.00 | 3,454.83 | 3,454.83 | 4,000.00 |
| 2-23-510 | GOODS & SUPPLIES | (1,216.44) | 0.00 | 1,559.87 | 1,559.87 | 500.00 |
| 2-23-521 | FUEL & LUBE | 599.18 | 0.00 | 579.20 | 579.20 | 700.00 |
| 2-23-540 | FIRE HALL GAS | 1,830.93 | 0.00 | 766.42 | 766.42 | 1,900.00 |
| 2-23-541 | FIRE HALL POWER | 1,181.52 | 0.00 | 604.34 | 604.34 | 1,500.00 |
| 2-26-270 | BYLAW ENFORCEMENT OFFICER | 11,210.00 | 0.00 | 4,180.00 | 4,180.00 | 10,800.00 |
| 2-26-510 | BYLAW SUPPLIES | 0.00 | 0.00 | 238.40 | 238.40 | 250.00 |
| 2-32-110 | PW - SALARIES | 55,444.88 | 0.00 | 24,816.87 | 24,816.87 | 45,000.00 |
| 2-32-130 | PW - PAYROLL DEDUCTIONS | 4,017.25 | 0.00 | 1,815.51 | 1,815.51 | 4,000.00 |
| 2-32-131 | EMPLOYEE BENEFITS | 3,646.60 | 0.00 | 3,900.45 | 3,900.45 | 6,600.00 |
| 2-32-214 | MEMBERSHIPS, CONF, PROFESSIONAL DEVELOPM | 914.50 | 0.00 | 155.00 | 155.00 | 100.00 |
| 2-32-217 | TELEPHONE | 943.14 | 0.00 | 683.52 | 683.52 | 1,000.00 |
| 2-32-240 | PW BUILDING REPAIR & MAINTENANCE | 461.64 | 0.00 | 3,180.44 | 3,180.44 | 0.00 |
| 2-32-250 | ROADWAY REPAIRS & MAINTENANCE | 16,537.66 | 0.00 | 2,081.80 | 2,081.80 | 24,500.00 |
| 2-32-255 | VEHICLE & EQUIPMENT REPAIRS & MAINTENANCE | 11,868.41 | 0.00 | 224.50 | 224.50 | 5,000.00 |
| 2-32-270 | CONTRACTED SERVICES | 11.25 | 0.00 | 962.05 | 962.05 | 1,000.00 |
| 2-32-274 | INSURANCE | 2,001.82 | 0.00 | 1,526.22 | 1,526.22 | 1,600.00 |
| 2-32-510 | GOODS & SUPPLIES | 4,176.74 | 0.00 | 768.03 | 768.03 | 1,000.00 |
| 2-32-521 | FUEL & LUBE | 7,165.44 | 0.00 | 2,188.69 | 2,188.69 | 7,000.00 |
| 2-32-523 | EQUIPMENT PURCHASES | 5,754.00 | 0.00 | 60,727.86 | 60,727.86 | 62,000.00 |
| 2-32-540 | UTILITIES - STREET LIGHTS | 14,417.40 | 0.00 | 6,610.68 | 6,610.68 | 15,000.00 |
| 2-32-541 | UTILITIES - NATURAL GAS | 645.39 | 0.00 | 328.50 | 328.50 | 750.00 |
| 2-32-542 | UTILITIES - POWER | 592.82 | 0.00 | 258.99 | 258.99 | 600.00 |
| 2-37-750 | REQUISITION - DRAINAGE | 1,497.25 | 0.00 | 1,497.25 | 1,497.25 | 1,500.00 |
| 2-41-110 | SALARIES & WAGES - WATER | 15,200.46 | 0.00 | 12,059.38 | 12,059.38 | 23,000.00 |
| 2-41-130 | CPP, EI CONTRIBUTIONS - WATER | 1,344.41 | 0.00 | 1,004.61 | 1,004.61 | 2,000.00 |
| 2-41-215 | FREIGHT & POSTAGE | 2,588.80 | 0.00 | 678.82 | 678.82 | 1,800.00 |
| 2-41-217 | TELEPHONE | 1,844.60 | 0.00 | 1,061.05 | 1,061.05 | 1,600.00 |
| 2-41-240 | CUSTOMER BILLING | 547.35 | 0.00 | 123.59 | 123.59 | 350.00 |

VILLAGE OF BAWLF

General Ledger Trial Balance 5

January 2019 To June 2019

| General Ledger | Description | Previous Year Actual | Beginning Of Period | Current Period | Year To Date | Budget |
|-------------------------------------|---|-------------------------|------------------------|-------------------|-------------------|-------------------|
| 2-41-250 | REPAIRS & MAINTENANCE | 19,924.40 | 0.00 | 2,923.38 | 2,923.38 | 10,000.00 |
| 2-41-251 | WATER TESTING | 2,520.74 | 0.00 | 390.66 | 390.66 | 3,000.00 |
| 2-41-270 | WATER - CONTRACT | 1,249.02 | 0.00 | 325.00 | 325.00 | 500.00 |
| 2-41-274 | INSURANCE PREMIUMS | 3,218.97 | 0.00 | 5,023.66 | 5,023.66 | 5,025.00 |
| 2-41-531 | CHEMICALS-CHLORINE | 7,923.00 | 0.00 | 3,437.70 | 3,437.70 | 8,000.00 |
| 2-41-540 | UTILITIES-GAS | 1,788.15 | 0.00 | 736.43 | 736.43 | 1,800.00 |
| 2-41-541 | UTILITIES-POWER | 11,302.01 | 0.00 | 4,715.11 | 4,715.11 | 11,500.00 |
| 2-41-750 | REQUISITION - SMRWSC | 11,921.79 | 0.00 | 4,363.18 | 4,363.18 | 12,000.00 |
| 2-42-110 | SALARIES & WAGES - SEWER | 10,018.13 | 0.00 | 11,495.00 | 11,495.00 | 27,000.00 |
| 2-42-130 | CPP, EI CONTRIBUTIONS - WATER | 872.09 | 0.00 | 975.88 | 975.88 | 2,700.00 |
| 2-42-215 | FREIGHT & POSTAGE | 1,094.87 | 0.00 | 577.22 | 577.22 | 1,000.00 |
| 2-42-217 | TELEPHONE | 1,352.89 | 0.00 | 454.28 | 454.28 | 1,000.00 |
| 2-42-230 | PROFESSIONAL & CONSULTING - SEWER | 4,921.33 | 0.00 | 3,232.50 | 3,232.50 | 3,500.00 |
| 2-42-240 | CUSTOMER BILLING | 547.36 | 0.00 | 123.59 | 123.59 | 300.00 |
| 2-42-250 | REPAIRS & MAINTENANCE - SEWER | 6,151.10 | 0.00 | 96.61 | 96.61 | 5,000.00 |
| 2-42-274 | INSURANCE PREMIUMS | 492.73 | 0.00 | 768.99 | 768.99 | 800.00 |
| 2-42-291 | CUSTOM WORK/CONTRACTED SERVICES | 3,062.35 | 0.00 | 130.00 | 130.00 | 500.00 |
| 2-42-540 | UTILITIES-GAS | 1,547.70 | 0.00 | 683.03 | 683.03 | 1,200.00 |
| 2-42-541 | UTILITIES-POWER | 3,965.84 | 0.00 | 1,684.91 | 1,684.91 | 4,000.00 |
| 2-43-270 | GARBAGE - CONTRACT | 16,102.70 | 0.00 | 8,352.71 | 8,352.71 | 16,200.00 |
| 2-43-350 | LANDFILL FEES | 6,043.08 | 0.00 | 3,453.50 | 3,453.50 | 7,000.00 |
| 2-44-350 | RECYCLING CHARGES | 9,502.50 | 0.00 | 4,882.50 | 4,882.50 | 9,700.00 |
| 2-51-750 | REQUISITION - CDSS | 3,013.59 | 0.00 | 2,909.43 | 2,909.43 | 3,100.00 |
| 2-61-750 | REQUISITION - PLANNING | 1,506.75 | 0.00 | 1,506.75 | 1,506.75 | 1,507.00 |
| 2-72-110 | RECREATION & PARKS - SALARIES | 3,491.80 | 0.00 | 3,746.10 | 3,746.10 | 7,000.00 |
| 2-72-130 | RECREATION & PARKS - PAYROLL DEDUCTIONS | 317.90 | 0.00 | 165.41 | 165.41 | 700.00 |
| 2-72-131 | EMPLOYEE BENEFITS | 11.88 | 0.00 | 58.26 | 58.26 | 0.00 |
| 2-72-274 | INSURANCE PREMIUMS | 1,143.53 | 0.00 | 541.90 | 541.90 | 550.00 |
| 2-72-510 | GOODS & SUPPLIES | 686.51 | 0.00 | 195.09 | 195.09 | 500.00 |
| 2-72-521 | FUEL & LUBE | 421.10 | 0.00 | 91.43 | 91.43 | 500.00 |
| 2-72-541 | UTILITIES-POWER | 807.50 | 0.00 | (257.72) | (257.72) | 1,000.00 |
| 2-72-770 | GRANTS TO ORGANIZATIONS | 4,050.00 | 0.00 | 4,050.00 | 4,050.00 | 4,050.00 |
| 2-74-750 | REQUISITION - PARKLAND LIBRARY | 3,426.64 | 0.00 | 1,740.76 | 1,740.76 | 3,482.00 |
| 2-74-775 | BAWLF PUBLIC LIBRARY APPROPRIATION | 3,000.00 | 0.00 | 3,000.00 | 3,000.00 | 3,000.00 |
| Expenses Operating Sub Total | | 617,046.33 | 0.00 | 337,868.59 | 337,868.59 | 559,893.00 |
| Assets Operating | | | | | | |
| 3-00-110 | CASH ON HAND | 0.00 | 200.00 | 0.00 | 200.00 | 0.00 |
| 3-00-111 | CASH CLEARING ACCOUNT | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 |
| Assets Operating Sub Total | | 0.00 | 200.00 | 0.01 | 200.01 | 0.00 |
| Expenses Operating | | | | | | |
| 3-00-115 | LATE/BANK/NSF CHRGs | 0.00 | 0.00 | (613.82) | (613.82) | 0.00 |

VILLAGE OF BAWLF

General Ledger Trial Balance 5

January 2019 To June 2019

| General Ledger | Description | Previous Year Actual | Beginning Of Period | Current Period | Year To Date | Budget |
|------------------------------|--|----------------------|---------------------|----------------|----------------|--------|
| | Expenses Operating Sub Total | 0.00 | 0.00 | (613.82) | (613.82) | 0.00 |
| Assets Operating | | | | | | |
| 3-00-121 | TREASURY BRANCH | (15,276.90) | 382,355.58 | (112,072.48) | 270,283.10 | 0.00 |
| 3-00-122 | ATB - GIC/GRANTS | 524,942.70 | 838,428.62 | 0.00 | 838,428.62 | 0.00 |
| 3-00-210 | TAXES RECEIVABLE - CURRENT | 17,848.37 | 37,779.16 | (14,714.61) | 23,064.55 | 0.00 |
| 3-00-215 | TAXES RECEIVABLE - ARREARS | (17,546.56) | 7,127.96 | (17,147.77) | (10,019.81) | 0.00 |
| 3-00-217 | TAXES RECEIVABLE-PREPAID OFFSET | 1,472.86 | 19,955.36 | 0.00 | 19,955.36 | 0.00 |
| 3-00-220 | PREPAID PROPERTY TAXES | (1,472.86) | (19,955.36) | 0.00 | (19,955.36) | 0.00 |
| 3-00-270 | ACCOUNTS RECEIVABLE | 5.24 | 353.64 | 7,064.40 | 7,418.04 | 0.00 |
| 3-00-271 | UTILITIES RECEIVABLE | (3,393.60) | 16,686.84 | 2,325.76 | 19,012.60 | 0.00 |
| 3-00-272 | RECEIVABLES FROM OTHER GOVERNMENTS | (310,461.00) | 103,999.00 | 0.00 | 103,999.00 | 0.00 |
| 3-00-273 | ACCOUNTS RECEIVABLE-YEAR END | 584.03 | 2,348.02 | 0.00 | 2,348.02 | 0.00 |
| 3-00-477 | TRUST ACCOUNTS ADMINISTERED | 0.00 | 941.53 | 0.00 | 941.53 | 0.00 |
| 3-00-491 | INVESTMENTS AMFC SHARES | 0.00 | 70.00 | 0.00 | 70.00 | 0.00 |
| 3-00-570 | LAND HELD FOR RESALE | 0.00 | 180,000.00 | 0.00 | 180,000.00 | 0.00 |
| 3-00-610 | ENGINEERING STRUCTURES | 97,106.00 | 5,984,181.52 | 0.00 | 5,984,181.52 | 0.00 |
| 3-00-611 | ENGINEERING STRUCTURES-AMORTIZATION | (103,174.56) | (2,914,785.86) | 0.00 | (2,914,785.86) | 0.00 |
| 3-00-620 | BUILDING FIXED ASSETS | 0.00 | 1,710,361.52 | 0.00 | 1,710,361.52 | 0.00 |
| 3-00-621 | BUILDINGS - ACCUMULATED AMORTIZATION | (34,207.23) | (565,719.47) | 0.00 | (565,719.47) | 0.00 |
| 3-00-630 | MACHINERY & EQUIPMENT - FIXED ASSETS | (64,486.70) | 184,885.00 | 0.00 | 184,885.00 | 0.00 |
| 3-00-631 | MACHINERY & EQUIPMENT-ACCUMULATED AMORT. | 43,985.99 | (178,302.49) | 0.00 | (178,302.49) | 0.00 |
| 3-00-640 | LAND FOR OWN USES | 0.00 | 40,745.00 | 0.00 | 40,745.00 | 0.00 |
| 3-00-650 | VEHICLES - FIXED ASSETS | 0.00 | 105,099.00 | 0.00 | 105,099.00 | 0.00 |
| 3-00-651 | VEHICLES-ACCUMULATED AMORTIZATION | (7,034.25) | (47,729.65) | 0.00 | (47,729.65) | 0.00 |
| 3-00-660 | LAND IMPROVEMENTS | 0.00 | 5.00 | 0.00 | 5.00 | 0.00 |
| 3-00-661 | LAND IMPROVEMENTS-AMORTIZATION | 0.00 | (5.00) | 0.00 | (5.00) | 0.00 |
| 3-00-910 | GST PAID | 0.00 | 0.00 | 7,801.38 | 7,801.38 | 0.00 |
| | Assets Operating Sub Total | 128,891.53 | 5,888,824.92 | (126,743.32) | 5,762,081.60 | 0.00 |
| Expenses Operating | | | | | | |
| 3-00-912 | CARBON TAX LEVY | 0.00 | 0.00 | 934.72 | 934.72 | 0.00 |
| | Expenses Operating Sub Total | 0.00 | 0.00 | 934.72 | 934.72 | 0.00 |
| Assets Operating | | | | | | |
| 3-00-915 | GST COLLECTED ON SALES | 0.00 | 0.00 | (224.97) | (224.97) | 0.00 |
| 3-00-920 | GST REBATES FILED | (19,024.47) | 17,857.41 | 0.00 | 17,857.41 | 0.00 |
| | Assets Operating Sub Total | (19,024.47) | 17,857.41 | (224.97) | 17,632.44 | 0.00 |
| Liabilities Operating | | | | | | |
| 4-00-310 | Receiver General Payable | 0.00 | 0.00 | (4,697.98) | (4,697.98) | 0.00 |
| 4-00-311 | BENEFITS PAYABLE | 0.00 | 0.00 | (1,625.75) | (1,625.75) | 0.00 |

VILLAGE OF BAWLW

General Ledger Trial Balance 5

Page 5 of 5
2019-Jul-17
4:36:58PM

January 2019 To June 2019

| General Ledger | Description | Previous Year Actual | Beginning Of Period | Current Period | Year To Date | Budget |
|----------------|--|-------------------------|------------------------|--------------------|-----------------------|-------------------|
| 4-00-500 | ALLOWANCE FOR UNCOLLECTABLES - UTILITIES | 0.00 | (1,925.31) | 0.00 | (1,925.31) | 0.00 |
| 4-00-650 | DEFERRED REVENUE | (170,546.00) | (884,925.00) | 0.00 | (884,925.00) | 0.00 |
| 4-00-664 | CONTA - CURRENT PORTION OF | (2,173.44) | (2,173.44) | 0.00 | (2,173.44) | 0.00 |
| 4-00-800 | EQUITY IN FIXED ASSETS | 67,810.75 | (4,318,734.57) | 0.00 | (4,318,734.57) | 0.00 |
| 4-00-900 | ACCUMULATED SURPLUS | (67,810.75) | (472,012.58) | 0.00 | (472,012.58) | 0.00 |
| 4-23-761 | RESERVES - FIRE DEPARTMENT | 0.00 | (18,835.00) | 0.00 | (18,835.00) | 0.00 |
| 4-41-760 | WATER RESERVES | 0.00 | (83,684.00) | 0.00 | (83,684.00) | 0.00 |
| 4-97-762 | RESERVES - FUTURE | 0.00 | (108,464.00) | 0.00 | (108,464.00) | 0.00 |
| | Liabilities Operating Sub Total | (172,719.44) | (5,890,753.90) | (6,323.73) | (5,897,077.63) | 0.00 |
| | Grand Totals | 318,335.74 | 16,128.43 | (50,396.68) | (34,268.25) | 788,868.00 |

*** End of Report ***



ALBERTA
MUNICIPAL AFFAIRS

Office of the Minister
MLA, Edmonton - South West

JUL 03 2019

AR97520

His Worship John DeMerchant
Mayor
Village of Bawlf
PO Box 40
Bawlf AB T0B 0J0

Dear Mayor DeMerchant,

Thank you for the email of June 6, 2019 from Anne Flynn, Chief Administrative Officer, regarding vacancies on the Village of Bawlf council. The email noted no nominations were received at a first attempt at filling one councillor vacancy, and that on June 4, 2019 the resignation of a second councillor was received. Approval was requested to allow council size to be three councillors instead of five for the remainder of the term.

Although it is council's intention to pass a bylaw reducing the number of councillors to three prior to the next election, that bylaw would not take effect until the October 18, 2021 general municipal election. I believe it is not in the best interests of the village to allow the vacancies to remain open for this extended period.

The *Municipal Government Act* requires a municipality to hold a by-election within 90 days of a vacancy occurring if a vacancy occurs more than six months before the general election. This provision is in place to ensure electors are not without adequate representation for an extended period.

After careful consideration of the legislation, the ongoing viability review, the recent staffing changes, and the timelines of the by-election, I am providing the village with additional flexibility by extending the date to hold a by-election for the vacancies to September 20, 2019.

Attached is Ministerial Order No. MSL:050/19 granting an extension to hold a by-election for the vacancy that occurred on April 18, 2019 within 155 days, and for the vacancy that occurred on June 4, 2019 within 108 days, meaning that the by-elections must be held no later than September 20, 2019.

I urge the municipality to communicate with the electors on the importance of establishing elected representation for the village.

.../2



ALBERTA
MUNICIPAL AFFAIRS

Office of the Minister
MLA, Edmonton - South West

MINISTERIAL ORDER NO. MSL:050/19

I, Kelechi Madu, Minister of Municipal Affairs, pursuant to Sections 165 and 605 of the *Municipal Government Act*, make the following order:

1. That the day for the Village of Bawlf to hold a by-election to fill the vacancy that occurred on April 18, 2019, be extended to no later than 155 days after the vacancy occurred (September 20, 2019).
2. That the day for the Village of Bawlf to hold a by-election to fill the vacancy that occurred on June 4, 2019 be extended to no later than 108 days after the vacancy occurred (September 20, 2019).

Dated at Edmonton, Alberta, this 3rd day of July, 2019.



Kelechi Madu
Minister of Municipal Affairs

cao@bawlf.com

From: Administrative Assistant <admin@bawlf.com>
Sent: Thursday, July 11, 2019 10:29 AM
To: Anne Flynn
Subject: FW: Assessment Review Board resignation

fyi

Erin Smyl
Administrative Assisant
Village of Bawlf
780-373-3498

From: Jerry Iwanus [mailto:jiwanus@syban.net]
Sent: July-11-19 9:38 AM
To: admin@bawlf.com
Cc: 'Paul King' <pking@county.camrose.ab.ca>
Subject: Assessment Review Board resignation

It is with regret that I must tender my resignation as Village of Bawlf representative on the County-wide Assessment Review Board as of 2019-07-15, as my wife and I are relocating to New Brunswick later this month.

It has been a pleasure to serve in this capacity. I have found the work to be interesting and fulfilling, albeit too infrequent!

I wish the Board and its members the greatest of success, and I thank you for the opportunity.

Regards,

Jerry



Jerry Iwanus, MA, AACI, P. App.
Senior Appraiser

HarrisonBowker Valuation Group
Office: #208, 4825 51 Street, Camrose, AB T4V 1R9
t 780.672-1028 | f 780.458.3962 | c 780.679.6331
www.harrisonbowker.com

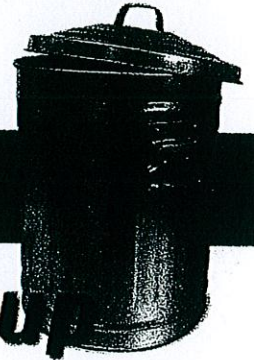
St. Albert | Edmonton | Calgary | Camrose

Download our Home Renovation Guide [HERE](#)

County

Enviro

Pickup



County Enviro Pickup
17 Grand View Crescent
Camrose, Alberta
T4V 2K5

May 16, 2019

Re: Seasonal Collection of grass clippings, leaves and campsite garbage.

County Enviro Pickup would like to make the following proposal for seasonal collection of grass clippings, leaves and campsite garbage.

The seasonal collection would start the first Thursday in May and continue to the end of October. The fee will be \$160.00 +gst per month based on 4 collection dates per month. When there are 5 collection days in the month, an extra day will be added. This will also cover the extra garbage from the campsite and the busy hall activities during this time.

All grass clippings and leaves must be bagged and kept to a reasonable weight. If the bag is too heavy it will not be collected. If it splits or breaks open it is the responsibility of the resident to clean it up. No branches or trees will be collected.

If you have any questions please do not hesitate to call or email.

A handwritten signature in black ink, appearing to read 'Dan Holm', written over a horizontal line.

Dan Holm
County Enviro Pickup
780-608-0604
info@countyenviropickup.ca

May 16, 2019

Village of Bawlf

Date

BYLAW NO. 641/19

BY-LAW NO. 641/19 A By-law of the Village of Bawlf to authorize the municipality to enter into an agreement with Camrose County, the Town of Bashaw and the Villages of Bittern Lake, Edberg, Ferintosh, Hay Lakes and Rosalind to establish an Intermunicipal Subdivision and Development Appeal Board in accordance with Section 627 (1)(b) of the Municipal Government Act.

WHEREAS Section 627 (1)(b) of the *Municipal Government Act*, permits two or more Councils to enter into an Agreement with one or more municipalities to establish an Intermunicipal Subdivision and Development Appeal Board to have jurisdiction in their respective municipalities;

WHEREAS The Village of Bawlf and the Partner Municipalities jointly wish to establish an Intermunicipal Subdivision and Development Appeal Board to exercise the functions of a Subdivision and Development Appeal Board under the *Municipal Government Act* in respect of subdivision and development appeals made within a Partner Municipality;

WHEREAS Partner Municipalities will pay for the costs associated with the establishment, training and operations of the Intermunicipal Subdivision and Development Appeal Board and each Partner Municipality will share, on a per capita basis, the costs and training related to the Clerk and Board Members and each respective Partner Municipality will bear the full costs relative to any appeals, within their Municipality, and pay to Camrose County the member fees in respect of their portions of those costs.

THEREFORE, Council of The Village of Bawlf enacts as follows:

1. Short Title

The short title of this By-law shall be the "Intermunicipal Subdivision and Development Appeal Board By-law".

2. The Agreement shall provide for the following:

1. For the establishment, administration and operation of an Intermunicipal Subdivision and Development Appeal Board
2. The Intermunicipal Subdivision and Development Appeal Board shall function under the Terms and Conditions of the said Agreement and the Municipal Government Act and Regulations pertaining thereto.

RECEIVED FIRST READING THIS
17th DAY OF July, A.D. 2019
IN THE VILLAGE OF BAWLF IN THE
PROVINCE OF ALBERTA

* _____
* Mayor
* _____
* CAO

RECEIVED SECOND READING THIS
17th DAY OF JULY, AD 2019
PROVINCE OF ALBERTA
IN THE VILLAGE OF BAWLF, IN THE
PROVINCE OF ALBERTA

* _____
* Mayor
* _____
* _____
* CAO

RECEIVED THIRD AND FINAL
READING THIS 17th DAY OF JULY
A.D. 2019, IN THE VILLAGE OF BAWLF
IN THE PROVINCE OF ALBERTA

* _____
* Mayor
* _____
* _____
* CAO

Dated this ____ day of _____, 2019

**AGREEMENT FOR THE ESTABLISHMENT OF AN INTERMUNICIPAL SUBDIVISION AND
DEVELOPMENT APPEAL BOARD AND PROVISION OF INTERMUNICIPAL SUBDIVISION
AND DEVELOPMENT APPEAL SERVICES**

Between

Camrose County
("Coordinator")

- and -

Town of Bashaw
Village of Bawlf
Village of Bittern Lake
Village of Edberg
Village of Ferintosh
Village of Hay Lakes
Village of Rosalind
("Member Municipality")

BACKGROUND

- A. Camrose County will provide regional services for Subdivision and Development Appeals of the Member Municipalities.
- B. The Member Municipalities wish to partner together to create one Intermunicipal Subdivision and Development Appeal Board.

The Parties agree as follows:

1. AGREEMENT

The following schedules form part of this agreement:

Schedule A - Statement of Work

Schedule B – Member Municipality Fee

2. DEFINITIONS

In this Agreement, unless the context provides otherwise, the following words or phrases shall have the following meanings:

- a) **"Clerk"** is the staff person appointed by the County Administrator of Camrose County to act as the Designated Officer to the Intermunicipal Subdivision and Development Appeal Board;
- b) **"Appellant"** is the person or taxpayer of the Member Municipality who files a complaint regarding a subdivision or development permit;
- c) **"Coordinator"** is Camrose County.
- d) **"Hearing"** is the act of hosting a formal meeting by an officially constituted body to listen to a subdivision or development appeal;
- e) **"Member Municipality"** is a municipality who is part of this agreement;
- f) **"Intermunicipal Subdivision and Development Appeal Board"** means the Board appointed to hear appeals on subdivision and development decisions established in accordance with section 627(1) of the Municipal Government Act.

3. MEMBER MUNICIPALITY RESPONSIBILITIES

- a) The Member Municipality shall be entitled to participate in the Intermunicipal Subdivision and Development Appeal Board once it passes a Bylaw authorizing the establishment of a Intermunicipal Subdivision and Development Appeal Board in accordance with Section 627 (1)(b) of the Municipal Government Act.
- b) The Member Municipality will pay fees for the coordination and services provided by the Clerk on an occurrence basis. The member fees cover coordination and services as defined in Schedule A.
- c) The Member Municipality will also pay all costs associated with operations of the Intermunicipal SDAB as per Schedule B.
- d.) If legal services are required for issues that relate to a specific complaint, the cost of the service will be payable by the Member Municipality which has jurisdiction over the appeal or hearing.

4. APPOINTMENT OF BOARD MEMBERS

- a) The Board shall consist of, a minimum of, nine (9) members who shall be Citizens-at-Large or Elected Officials appointed by the respective regional partner municipalities.
- d) Each Town and Village must provide one trained person whereas the County must, as a minimum submit two trained persons.

TERMS OF APPOINTMENT

- a) Unless otherwise stated, all Members shall be appointed by resolution of their respective Council at the organizational meeting following a general election.
- b) If a vacancy on the Board occurs at any time the regional partner municipality must appoint a new person to fill the vacancy for the remainder of that term.
- c) A Member may be re-appointed to the Board at the expiration of his/her term.
- d) A Member may resign from the Board at any time on written notice to the Clerk to that effect.
- e) The Camrose County or a Partner Municipality may remove a Member at any time on the recommendation of the Clerk.

5. PANELS OF THE BOARD

The Board shall sit to hear subdivision and development appeals as the nature of the appeal may permit or require, such panels to consist of:

Five persons selected by the Clerk from the Board Members, and where possible, the Clerk shall include on the appeal board a member who is from the municipality under whose jurisdiction the appeal arises.

6. APPOINTMENT OF CHAIRMAN AND VICE-CHAIRMAN

- a) The members of the Board shall elect from its membership a Chairman and a Vice-Chairman.
- b) Elections of the Chairman and the Vice-Chairman shall occur at an organizational meeting of the Board members immediately following the passing of this By-law by the participating Municipalities and then annually following the participating Municipalities Organizational meetings.
- c) In the event of absence or inability of the Chairman to preside at a meeting, the Vice-Chairman shall preside.
- d) In the event of absence or inability of both the Chairman and the Vice-Chairman to preside at a meeting, the members present in constituting a quorum shall elect one of its members to preside as Chairman for that meeting.
- e) Three members of the Board present shall constitute a quorum.

7. JURISDICTION OF THE BOARD

The purpose of the Board is:

- a) To hear appeals against decisions of the subdivision authority that do not fall under the criteria of Section 678(2)a of the Act, and;
- b) To hear and decide upon appeals from decisions of the Development Officer/Planning Authority in respect to development permits and stop orders, in this respect perform the duties assigned to the Development Appeal Board under the Land Use By-law.

8. COORDINATOR RESPONSIBILITIES

- a) The Coordinator will provide for the Member Municipality a qualified Subdivision and Development Appeal Board Clerk.
- b) The Clerk will keep a record of the complaint in accordance with the MGA and regulations.
- c) The Clerk will retain paper records such as background information, correspondence, appeal notices and withdrawn appeals for ten (10) years upon receipt of such paper records. However, agendas and minutes are permanent records.
- d) The Clerk, at the direction of the Member Municipality, will obtain legal services when required.

9. MEETINGS

- a) Meetings will be held at such time and place as determined by the Board.
- b) The Board shall reserve the right to discuss matters presented at the appeal and make decisions in committee. A decision must be given in writing within 15 days of the completion of the hearing.

10. CONFLICT OF INTEREST

Where a member of the Board is of the opinion that he or she has a conflict of interest in respect of a matter before the Board, the member may absent himself or herself from board proceedings while that matter is being discussed, provided that prior to leaving the meeting, the member:

- (a) declares that he or she has a conflict of interest; and
- (b) describes in general terms the nature of the conflict of interest.

The Clerk shall cause a record to be made in the Minutes of the members' absence and the reasons for it.

For the purposes of this provision, a member has a conflict of interest in respect of a matter before the Board when he or she is of the opinion that:

- (a) he or she has a personal interest in the matter which would conflict with his or her obligation as a member to fairly consider the issue; or
- (b) substantial doubt as to the ethical integrity of the member would be raised in the minds of a reasonable observer, if that member were to participate in the consideration of that matter.

12. FILING AND PROCESSING OF APPEALS

The procedure for filing and processing appeals is set out in Sections 678 to 686 of the Municipal Government Act.

13. ESTABLISHMENT OF FEES SCHEDULES

The Appeal Fee shall be established by resolution by the respective Member Municipality's Council.

14. RULES OF ORDER

The Board shall make its own procedural rules, having due regard for the principles of procedural fairness.

15. NOTICES OF DECISIONS & RECORD OF HEARING

After the hearing of a complaint, the Clerk shall under direction of the Chairperson, prepare the decision or order of the board:

- (a) in accordance with any applicable ALSA regional plan;
 - (a.1) with regard to any statutory plan;
- (b) in conformance with the uses of land referred to in a land use bylaw;
- (c) must be consistent with the land use policies;
- (d) must have regard to but is not bound by the subdivision and development regulations;

- (e) may confirm, revoke or vary the approval or decision or any condition imposed by the subdivision or development authority or make, or substitute an approval, decision or condition of its own;
- (f) may, in addition to the other powers it has, exercise the same power as a subdivision authority is permitted to exercise pursuant to this Part or the regulations or bylaws under this Part.
- (g) arrange for the order or decision of the Board to be signed; and distributed in accordance with the requirements under the MGA.
- (h) The Clerk will maintain a record of the hearing.

16. DELEGATION OF AUTHORITY

In accordance with its authority under MGA section 203(1) to delegate power, participating Councils of parties to the agreement, hereby delegates to the Clerk:

its authority to select members of the Intermunicipal Subdivision and Development Appeal Board to hear and decide on subdivision and development appeals.

17. TERM

The term of this Agreement is for five (5) years from the date of execution, and the agreement may be renewed with mutual consent of all parties.

18. PRIVACY

The Clerk is subject to the *Freedom of Information and Protection of Privacy Act* (FOIP) and will protect the confidential information provided from unauthorized access or disclosure.

The Member Municipalities shall ensure that any information of a confidential nature which it provides to the Clerk is clearly marked as such.

19. INFORMATION SHARING

In order to process appeals, the Coordinator is authorized to collect the following types of personal information, from the Member Municipalities:

- a) Roll Number
- b) Legal Address

- c) Civic Address
- d) Registered Owner Name(s)
- e) Registered Owner(s) mailing address and phone number
- f) Adjacent landowner contact information

The collection of personal information from a source other than the individual the information is about, is authorized by FOIP Section 34(1)(b).

20. TERMINATION OF AGREEMENT

A Member Municipality may withdraw at any time upon one (1) year written notice.

The Coordinator may terminate the agreement at any time upon one (1) year written notice.

21. DISPUTE RESOLUTION

All claims, disputes, and other matters arising out of this Agreement or relating to a breach thereof may, upon agreement of both parties, be referred to either:

- a. Should a Member Municipality identify an issue related to this Agreement that may result in a serious disagreement between the Member Municipalities, the Chief Administrative Officer of that Municipality shall approach the Chief Administrative Officer of the other Municipality to consider the issues and attempt to resolve the disagreement.
- b. Should the Chief Administrator Officers be unable to resolve the disagreement then the Member Municipalities shall request a joint meeting of the Councils of the Municipalities who shall attempt to resolve the disagreement.
- c. Should the Councils be unable to resolve the disagreement, the Municipalities could elevate the dispute and move to a more formal and structured resolution process.
- d. Mediation – voluntary, no risk, non-binding process bringing the parties to a resolution. The mediator will be appointed upon the agreement of both parties; or
- e. Arbitration – upon the agreement of both parties, be referred to a single arbitrator under the Arbitration Act, and if so referred, the decision of the arbitrator shall be final, conclusive and binding upon the parties. If the parties are not able to agree on an arbitrator, the Alberta Court of Queens Bench shall select one. All costs associated with the appointment of the arbitrator shall be shared equally unless the arbitrator determines otherwise in accordance with the Arbitration Act of Alberta.

22. INSURANCE

The Member Municipality shall maintain, in full force and effect with insurers licensed in the Province of Alberta the following insurance:

- a. Professional Liability Insurance with policy limits of not less than \$1,000,000 per claim \$2,000,000 per aggregate;
- b. General Liability insurance policy of not less than \$2,000,000 per occurrence.
The Coordinator must be named as additional insured

22. NOTICES

Any notices or other correspondence required to be given to an opposite party shall be deemed to be adequately given if delivered to:

To the Member Municipality at:

Town of Bashaw, Box 510, Bashaw, AB T0B 0H0
Village of Bawlf, Box 40, Bawlf, AB T0B 0J0
Village of Bittern Lake, General Delivery, Bittern Lake, AB T0C 0L0
Village of Edberg, Box 160, Edberg, AB T0B 1J0
Village of Ferintosh, Box 160, Ferintosh, AB T0B 1M0
Village of Hay Lakes, Box 40, Hay Lakes, AB T0B 1W0
Village of Rosalind, Box 181, Rosalind, AB T0B 3Y0

To the Coordinator at:

Camrose County
3755-43 Avenue Camrose, AB T4V 3S8

23. FORCE MAJEURE

Each party reserves the right, at its option, either to suspend or cancel this Agreement, in whole or in part, at any time, without incurring any costs or damages whatsoever, where such suspension or cancellation is caused by force majeure, including, but not limited to, acts of God, the public enemy of the government, strikes or other labour disputes, fires, floods, freight embargoes, unusually severe weather or other contingencies beyond the control of either party.

24. SINGULAR AND MASCULINE

Words importing the singular number shall include the plural number and vice versa and words importing one gender only in this Agreement shall include all genders and words importing

parties or persons in this Agreement shall include individuals, partnerships, corporations, and other entities, legal or otherwise.

25. GOVERNING LAW

This Agreement shall be deemed to have been made in accordance with the laws of the Province of Alberta except the International Sale of Goods Act, which is specifically excluded. The Courts of Alberta shall have sole and exclusive jurisdiction over any dispute or lawsuit between the parties.

26. INTERPRETATION

The headings in the Agreement are for ease of reference only and shall not affect the meaning or the interpretation of this Agreement.

27. SUCCESSORS

This Agreement shall inure to the benefit of and be binding upon the Parties and, except as herein before provided, the successors and assigns thereof.

28. ENTIRE AGREEMENT

This Agreement is the whole agreement between the parties and may not be modified, changed, amended or waived except by signed written agreement of the parties.

29. COUNTERPART

This Agreement may be executed in any number of counterparts by the parties. All counterparts so executed shall have the same effect as if all parties actually had joined in executing one and the same document.

The parties to this Agreement have affixed their corporate seals signed by the hands of their proper officers.

Camrose County Reeve



A handwritten signature in cursive script, appearing to read 'P. Sharf', is written over a horizontal line.

Town of Bashaw Mayor

Camrose County Administrator



A handwritten signature in cursive script is written over a horizontal line.

Town of Bashaw Administrator

Village of Bawlf Mayor

Village of Bawlf Administrator

Village of Bittern Lake Mayor

Village of Bittern Lake Administrator

Village of Edberg Mayor

Village of Edberg Administrator

Village of Ferintosh Mayor

Village of Ferintosh Administrator

Village of Hay Lakes Mayor

Village of Hay Lakes Administrator

Village of Rosalind Mayor

Village of Rosalind Administrator

**SCHEDULE A
STATEMENT OF WORK
CLERK (COORDINATOR)**

The Appeal Board Clerk shall:

- a) Ensure that the appeal was properly filed on time.
- b) Ensure that notices of the hearings of the Board are given to all affected parties.
- c) Prepare and provide an information package for each Board member at the hearing.
- d) Ensure the appropriate material is available for public viewing.
- e) Prepare an agenda and an order of presentation.
- f) Notify all members of the Board of the arrangements for the hearings and other meetings of the Board.
- g) Prepare and maintain a file of written minutes of the business transacted at all meetings of the Board, copies of which shall be regularly filed with the respective participating regional municipal councils.
- h) Issue all notices of decision of the Board.
- i) Carry out such other administrative duties as the Board may specify.

SCHEDULE B MEMBER MUNICIPALITY FEES

BOARD ADMINISTRATION

Camrose County will invoice member municipalities, at year end, for all costs incurred for training and education of the SDAB Clerk and Board Members and these costs shall be shared among the Member Municipalities on a per capita basis. Per Capital will be calculated utilizing the most current published Alberta Municipal Affairs municipal profile population statistics.

COST OF ADMINISTERING & HEARING COMPLAINTS

Associated costs and expenses (i.e. honorariums, subsistence, travel, meals and lodging) related to the Intermunicipal Subdivision and Development Appeal Board Members involved in a Appeal Hearing shall be solely borne by the respective member municipality whose jurisdiction was involved.

INTERMUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD CLERK (COORDINATOR) FEES

The Member Municipality involved in an Appeal Hearing will pay the fees listed above plus a rate of one thousand dollars (\$1,0000.00) per appeal for the Clerk to assist them as well as coordinate all of the duties, tasks, roles and responsibilities involved in performing the function of Clerk to the Intermunicipal Subdivision and Development Appeal Board.

REMUNERATION AND SUBSISTENCE

Board Members shall receive honorariums for participating at formally scheduled Hearings or taking appropriate training and education. Honorariums shall be based on the most current Expense Allowances Policy 5.08 and/or Expense/Per Diem – Representatives at Large Policy 3.10, of Camrose County. The Per Diem rate and mileage rates are reviewed and established annually at the Camrose County Organizational Meeting.

Board Members and the Clerk shall receive compensation for travel based on the most current published mileage rate of Camrose County.

Board Members and the Clerk shall receive reimbursement for meals incurred while performing hearing duties or taking appropriate training be based on the most current Expense Allowances Policy 5.08, of Camrose County.

Board Members and the Clerk shall receive reimbursement for any lodging accommodations required while performing hearing duties or taking appropriate training based on the most current Expense Allowances Policy 5.08, of Camrose County.

VILLAGE OF BAWLF

Bylaw 642/19

A Bylaw of the Village of Bawlf in the Province of Alberta to establish an Emergency Advisory Committee and Emergency Management Agency in Bawlf Village.

WHEREAS The Municipal Government Act R.S.A 2000, Chapter M-26 and amendments thereto provides that a council of a municipality may pass Bylaws respecting the safety, health and welfare of people and the protection of people and property and for services provided by or on behalf of the municipality,

AND WHEREAS Pursuant to the Emergency Management Act, R.S. A 2000 c E-6.8 (Act) Bawlf Village Council is responsible for the direction and control of all Bawlf Village's emergency responses and is required under the Act to appoint an Emergency Advisory Committee to advise on the development of emergency plans and programs;

AND WHEREAS The Emergency Management Act requires Council to maintain an Emergency Management Agency to act in carrying out statutory power and obligations of Council under the ACT;

AND WHEREAS The Emergency Management Act requires Council appoint a Director of the Emergency Management Agency;

BE IT RESOLVED THAT The Council of Bawlf Village of the Province of Alberta

Duly assembled, enacts as follows:

SECTION 1 – NAME OF BYLAW

1.1 This Bylaw may be cited as the “Municipal Emergency Management Bylaw”.

SECTION 2 – DEFINITIONS

In this Bylaw:

2.1 “Act” shall mean the Emergency Management Act, R.S.A 2000, e-E-6.8.

2.2 “Administrator” shall mean the Chief Administrative Officer for Bawlf Village.

2.3 “Agency” means the Emergency Management Agency (EMA) established under section 5 of this bylaw.

2.4 “Committee” shall mean the Emergency Management Advisory Committee of Council established under section 3.1 of this bylaw.

2.5 “Council” means the Council of the Village of Bawlf.

2.6 “Village” shall mean Village of Bawlf.

- 2.7 "Deputy Director of Emergency Management shall mean the person appointed to the position of Deputy Director of Emergency Management by Bawlf Village Council.
- 2.8 "Deputy Mayor" shall mean the Deputy Mayor for the Village of Bawlf.
- 2.9 "Director of Emergency Management" shall mean the person appointed to the position of Director of Emergency Management by Bawlf Village Council.
- 2.10 "Disaster" shall mean an event that has resulted or may result in serious harm to the safety, health or welfare of people, or in widespread damage to property.
- 2.11 "Emergency" or "Emergency Incident" shall mean a present or imminent event that requires coordination of action or special regulation of persons or property to protect the health, safety or welfare of people or to limit damage to property.
- 2.12 "Emergency Management" shall mean the development, coordination and execution of plans, measures and programs pertaining to mitigation, preparedness, response and recovery before, during and after an emergency event.
- 2.13 "Emergency Operations Center (EOC)" shall mean a site from where Village officials can coordinate, monitor, support and direct emergency response and recovery functions during an emergency.
- 2.14 "Equipment" shall mean any tools, contrivances, devices or materials used by emergency response personnel that may be applied at an emergency incident.
- 2.15 "Mayor" shall mean the Mayor for the Village of Bawlf.
- 2.16 "Minister" means the Minister responsible for the Act.
- 2.17 "Municipal Emergency Plan (MEP)" means the emergency plan prepared and maintained by the Emergency Management Agency to coordinate the response to an emergency event.
- 2.18 "Person" means an individual and includes a firm, partnership, joint venture, proprietorship, corporation, department, board, agency, association, society or any other legal entity.
- 2.19 "Risk" means a probability or threat of damage, injury, liability, loss, or other negative occurrence that is caused by external or internal vulnerabilities, and that may be neutralized through pre-emptive action.
- 2.20 "Threat" means a negative event that can cause a risk to become a loss, expressed as an aggregate of risk, consequences of risk and the likelihood of the occurrence of the event. A threat may be a natural phenomenon such as an earthquake, flood, storm or a manmade incident such as fire, power failure, sabotage, or another created situation.

SECTION 3 – EMERGENCY MANAGEMENT ADVISORY COMMITTEE

- 3.1 The Emergency Management Advisory Committee is hereby established to advise Council on the development of emergency plans and programs.
- 3.2 Council as a whole shall be appointed to the Emergency Management Advisory Committee by resolution of Council.
- 3.3 Members of the Emergency Management Advisory Committee are entitled to expenses in accordance with Village policy.
- 3.4 Council shall by resolution on recommendation of the Emergency Management Advisory Committee, appoint a Director of Emergency Management who shall perform duties as outline in section 5.2 of this Bylaw.
- 3.5 Council shall by resolution on recommendation of the Emergency Management Advisory Committee, appoint a Deputy Director of Emergency Management who shall perform duties as outlined in section 5.3 of this Bylaw.
- 3.6 The Committee shall meet annually, or more frequently as required, and may meet on less than twenty-four (24) hours' notice, where necessary. Where meetings are not feasible; the Committee may convene by electronic means of communication.
- 3.7 The Committee will review the Municipal Emergency Plan and related plans and programs annually and shall be responsible to advise the Village on the development of those emergency management plans and programs.
- 3.8 The Village Administrator may call an emergency meeting of the Committee where a Councillor, Mayor, Deputy Mayor or the Village Administrator considers that an emergency exists or may exist in the Village.
- 3.9 The Village Administrator must give a minimum of one (1) hour notice of the time and place of an emergency meeting to as many Committee members as possible in the circumstances.
- 3.10 The notice required in 3.9 will be by such a means of communications considered by the Village Administrator to be the most effective to notify the Committee members and the public.
- 3.11 Those Committee members attending an emergency meeting of the Emergency Management Advisory Committee will constitute a quorum.

SECTION 4 – FINANCIAL

- 4.1 Subject to 4.2, Council may by Bylaw borrow, levy, appropriate and expend without consent of the electors, all sums required for the operation of the Agency.
- 4.2 Council may, during or within sixty (60) days after the state of local emergency, by Bylaw that is not advertised but is approved by the Minister, borrow any payment for services provided by the Government of Alberta or the Government of Canada, when services were provided at the request of the Village.
- 4.3 Council may, upon the Committee recommendation enter into agreements with and make payments or grants, or both, to persons or organizations for the provisions of services in the development or implementation of the emergency plans or programs, including mutual aid plans and programs.
- 4.4 Council may, in accordance with 4.2 expend all sums required for the response to and recovery from an emergency event.

SECTION 5 – EMERGENCY MANAGEMENT AGENCY

- 5.1 The Emergency Management Agency (Agency) is hereby established.
- 5.2 The Director of Emergency Management shall:
 - a. Ensure that all Bawlf Village emergency plans are prepared and coordinated as required by the Act.
 - b. Act as the director of the EOC and emergency operations. In absence of the Director of Emergency Management the Deputy Director of Emergency Management shall act as director of the EOC and emergency operations. In absence of the Deputy Director of Emergency Management a designate authorized to act on behalf of the Agency in the Director of Emergency Management position shall act as director of the EOC and emergency operations.
 - c. Coordinate all emergency operations within the Village.
 - d. Perform other duties as required by the Village during an emergency.
 - e. Recommend Appointment of a Deputy Director of Emergency Management as required.
- 5.3 The Deputy Director of Emergency Management shall:
 - a. Assist the Director of Emergency Management ensuring that all Bawlf Village emergency plans are prepared and coordinated as required by the Act.

b. Act as the Deputy Director of the EOC and emergency operations, in absence of the Director of Emergency Management act on behalf of the Agency in the Director of Emergency Management position.

c. Assist in coordinating all emergency operations within the Village.

d. Perform other duties as required by the Village during an emergency.

5.6 The Director of Emergency Management is authorized to delegate and authorize further delegations of any powers, duties and functions delegated to the Director of Emergency Management under this Bylaw.

5.7 The Emergency Management Agency shall be comprised of one or more representatives and/ or delegates:

a. Any two (2) Emergency Management Advisory Committee members one of which will be appointed Agency Chairman;

b. Village Administrator or designate;

c. Director of Emergency Management;

d. Deputy Director of Emergency Management;

e. Manager of Public Works or designate;

h. Senior Assessor or designate;

i. Camrose RCMP NCO's in charge or designate;

j. Fire Chief of the Village of Bawlf or designate(s);

k. Alberta Health Services (Ambulance Supervisor) or designate;

m. Manager of Alberta Health Community Health Services or designate;

n. Chairman of the Battle River School Division #31 or designate;

o. Director of Bawlf and District Support Services or designate;

p. Representative from local business or business associations;

q. Representatives from local industry or industrial associations;

r. Representative from TELUS;

s. Representatives from Electrical Power Corporations;

t. Representatives from Natural Gas suppliers and Distribution Corporations, associations or Cooperatives;

u. Representative from Alberta Transportation;

v. Local individuals, companies, associations or organizations with specialities that will benefit the Agency during an emergency and in preparation of the Municipal Emergency Plan.

SECTION 6 – STATE OF LOCAL EMERGENCY DECLARATION POWERS

6.1 The power to declare or renew a state of local emergency declaration under the Act, specified in Section 7 of the Bylaw and the requirements specified in Section 7 of this Bylaw are hereby delegated to:

- a. The Mayor, or in absence,
- b. The Deputy Mayor, or in absence,
- c. Any two (2) Councillors

SECTION 7 – STATE OF LOCAL EMERGENCY PROVISIONS

7.1 At any time when satisfied that an emergency exists or may exist in the Village of Bawlf, elected officials specified in Section 6 may make a declaration of a State of Local Emergency relating to all or any part of the Village.

7.2 When a State of Local Emergency is declared Village officials shall:

- a. Ensure that the declaration identifies the nature of the emergency and the area of the Village of Bawlf in which it exists.
- b. Forward a copy of the declaration to the Minister of Municipal Affairs.
- c. Cause the details of the declaration to be published immediately by such means of communication considered most likely to make known to the majority of the population of the area affected by the contents of the declaration.

7.3 When a State of Local Emergency is declared, the Director of Emergency Management or designate collaboratively with the Agency, in accordance with the Municipal Emergency Plan and related plans or programs may at any time:

- a. Cause the MEP or any related plans or programs to be put into operation.
- b. Acquire or utilize any real or personal property considered necessary to prevent, combat or alleviate the effects of an emergency or disaster.
- c. Authorize or require any qualified person to render aid of a type he or she is qualified to provide.
- d. Control or prohibit travel to and from any area of the Village of Bawlf.
- e. Cause the evacuation of persons and personal property from any area of the Village that is or may be affected by a disaster, and make arrangements for the adequate care and protection of those persons and of their personal property.
- f. Provide for the restoration of essential facilities and the distribution of essential supplies and provide, maintain and coordinate essential services and other services in any part of the Village of Bawlf.

g. Authorize the entry into any building or on any land, without warrant, by any person in the course of implementing an emergency plan or program.

h. Cause the demolition or removal of any trees, structures or crops if the demolition or removal is necessary or appropriate in order to reach the scene of a disaster, to attempt to forestall its occurrence or to combat its progress.

i. Procure or fix prices for food, clothing, fuel, equipment, medical supplies or other essential supplies, and the use of any property, services, resources or equipment within the Village for the duration of the State of Local Emergency.

j. Authorize the conscription of persons needed to meet an emergency.

k. Authorize any persons at any time to exercise, in the operation of the Municipal Emergency Plan and related plans and programs, any power specified in this Bylaw in relation to any part of the municipality affected by a declaration of a State of Local Emergency.

7.4 No action lies against Council or a person acting under the direction or authorization of Council for anything done or omitted to be done in good faith while carrying out a power or duty under the Act or this Bylaw nor are they subject to any proceedings by prohibition, certiorari, mandamus or injunction.

SECTION 8 – Termination of State of Local Emergency

8.1 When, in the opinion of the Council, the major emergency no longer exists in relation to which the declaration was made, the Council shall, by resolution, terminate the declaration of a State of Local Emergency.

8.2 A declaration of a State of Local Emergency is considered terminated and ceases to be of any force or effect when:

a. A period of seven (7) days has lapsed since a State of Local Emergency was declared, unless it is renewed by resolution.

b. The Lieutenant Governor in Council makes an order for a State of Local Emergency under this Act, relating to the same area; or

c. The Minister cancels the State of Local Emergency.

d. When a declaration of a State of Local Emergency has been terminated, the Director of Emergency Management shall cause the details of the termination to be published immediately by such means of communication considered most likely to make known to notify the population of the area affected.

SECTION 9 – SEVERABILITY

9.1 Should any section or part of this Bylaw be found to have been improperly enacted or ultra vires, for any reason, then such section or part shall be regarded as being severable from the Bylaw and the Bylaw remaining after such severance shall be effective and enforceable as if the Section found to be improperly enacted had not been enacted as part of this Bylaw

SECTION 10 – PENALTIES

10.1 Any person who violates any of the provisions of this Bylaw or who suffers or permits any act or thing to be done in contravention or in violation of any of the provisions of this Bylaw, or who neglects to do or who refrains from doing anything required to be done by the provisions of this Bylaw, or who does any act or thing or omits any act or thing, thus violating any of the provisions of this Bylaw, shall be deemed to be guilty of an offence under this Bylaw, and upon conviction, is liable to a fine of not less than \$200.00 and not more than \$5,000.00 plus costs. No person found guilty of an offence under this Bylaw shall be liable to imprisonment.

RECEIVED FIRST READING THIS 17th DAY OF July, A.D. 2019 IN THE VILLAGE OF BAWLF, IN THE PROVINCE OF ALBERTA

_____ MAYOR

_____ CAO

RECEIVED SECOND READING THIS 17th DAY OF July, A.D. 2019 IN THE VILLAGE OF BAWLF, IN THE PROVINCE OF ALBERTA

_____ MAYOR

_____ CAO

RECEIVED THIRD READING THIS 17th DAY OF July, A.D. 2019 IN THE VILLAGE OF BAWLF, IN THE PROVINCE OF ALBERTA

_____ MAYOR

_____ CAO

VILLAGE OF BAWLF

Bylaw 642/19

A Bylaw of the Village of Bawlf in the Province of Alberta to establish an Emergency Advisory Committee and Emergency Management Agency in Bawlf Village.

WHEREAS The Municipal Government Act R.S.A 2000, Chapter M-26 and amendments thereto provides that a council of a municipality may pass Bylaws respecting the safety, health and welfare of people and the protection of people and property and for services provided by or on behalf of the municipality,

AND WHEREAS Pursuant to the Emergency Management Act, R.S. A 2000 c E-6.8 (Act) Bawlf Village Council is responsible for the direction and control of all Bawlf Village's emergency responses and is required under the Act to appoint an Emergency Advisory Committee to advise on the development of emergency plans and programs;

AND WHEREAS The Emergency Management Act requires Council to maintain an Emergency Management Agency to act in carrying out statutory power and obligations of Council under the ACT;

AND WHEREAS The Emergency Management Act requires Council appoint a Director of the Emergency Management Agency;

BE IT RESOLVED THAT The Council of Bawlf Village of the Province of Alberta

Duly assembled, enacts as follows:

SECTION 1 – NAME OF BYLAW

1.1 This Bylaw may be cited as the "Municipal Emergency Management Bylaw".

SECTION 2 – DEFINITIONS

In this Bylaw:

2.1 "Act" shall mean the Emergency Management Act, R.S.A 2000, e-E-6.8.

2.2 "Administrator" shall mean the Chief Administrative Officer for Bawlf Village.

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- 3.3 Members of the Emergency Management Advisory Committee are entitled to expenses in accordance with Village policy.
- 3.4 Council shall by resolution on recommendation of the Emergency Management Advisory Committee, appoint a Director of Emergency Management who shall perform duties as outline in section 5.2 of this Bylaw.
- 3.5 Council shall by resolution on recommendation of the Emergency Management Advisory Committee, appoint a Deputy Director of Emergency Management who shall perform duties as outlined in section 5.3 of this Bylaw.
- 3.6 The Committee shall meet annually, or more frequently as required, and may meet on less than twenty-four (24) hours' notice, where necessary. Where meetings are not feasible; the Committee may convene by electronic means of communication.
- 3.7 The Committee will review the Municipal Emergency Plan and related plans and programs annually and shall be responsible to advise the Village on the development of those emergency management plans and programs.
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 - c. Coordinate all emergency operations within the Village.
 - d. Perform other duties as required by the Village during an emergency.
 - e. Recommend Appointment of a Deputy Director of Emergency Management as required.
- 5.3 The Deputy Director of Emergency Management shall:
- a. Assist the Director of Emergency Management ensuring that all Bawlf Village emergency plans are prepared and coordinated as required by the Act.

b. Act as the Deputy Director of the EOC and emergency operations, in absence of the Director of Emergency Management act on behalf of the Agency in the Director of Emergency Management position.

c. Assist in coordinating all emergency operations within the Village.

d. Perform other duties as required by the Village during an emergency.

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c. Director of Emergency Management;

d. Deputy Director of Emergency Management;

e. Manager of Public Works or designate;

h. Senior Assessor or designate;

i. Camrose RCMP NCO's in charge or designate;

j. Fire Chief of the Village of Bawlf or designate(s);

k. Alberta Health Services (Ambulance Supervisor) or designate;

m. Manager of Alberta Health Community Health Services or designate;

n. Chairman of the Battle River School Division #31 or designate;

o. Director of Bawlf and District Support Services or designate;

p. Representative from local business or business associations;

q. Representatives from local industry or industrial associations;

r. Representative from TELUS;

s. Representatives from Electrical Power Corporations;

t. Representatives from Natural Gas suppliers and Distribution Corporations, associations or Cooperatives;

u. Representative from Alberta Transportation;

v. Local individuals, companies, associations or organizations with specialities that will benefit the Agency during an emergency and in preparation of the Municipal Emergency Plan.

SECTION 6 – STATE OF LOCAL EMERGENCY DECLARATION POWERS

6.1 The power to declare or renew a state of local emergency declaration under the Act, specified in Section 7 of the Bylaw and the requirements specified in Section 7 of this Bylaw are hereby delegated to:

- a. The Mayor, or in absence,
- b. The Deputy Mayor, or in absence,
- c. Any two (2) Councillors

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7.1 At any time when satisfied that an emergency exists or may exist in the Village of Bawlf, elected officials specified in Section 6 may make a declaration of a State of Local Emergency relating to all or any part of the Village.

7.2 When a State of Local Emergency is declared Village officials shall:

- a. Ensure that the declaration identifies the nature of the emergency and the area of the Village of Bawlf in which it exists.
- b. Forward a copy of the declaration to the Minister of Municipal Affairs.
- c. Cause the details of the declaration to be published immediately by such means of communication considered most likely to make known to the majority of the population of the area affected by the contents of the declaration.

7.3 When a State of Local Emergency is declared, the Director of Emergency Management or designate collaboratively with the Agency, in accordance with the Municipal Emergency Plan and related plans or programs may at any time:

- a. Cause the MEP or any related plans or programs to be put into operation.
- b. Acquire or utilize any real or personal property considered necessary to prevent, combat or alleviate the effects of an emergency or disaster.
- c. Authorize or require any qualified person to render aid of a type he or she is qualified to provide.
- d. Control or prohibit travel to and from any area of the Village of Bawlf.
- e. Cause the evacuation of persons and personal property from any area of the Village that is or may be affected by a disaster, and make arrangements for the adequate care and protection of those persons and of their personal property.
- f. Provide for the restoration of essential facilities and the distribution of essential supplies and provide, maintain and coordinate essential services and other services in any part of the Village of Bawlf.

g. Authorize the entry into any building or on any land, without warrant, by any person in the course of implementing an emergency plan or program.

h. Cause the demolition or removal of any trees, structures or crops if the demolition or removal is necessary or appropriate in order to reach the scene of a disaster, to attempt to forestall its occurrence or to combat its progress.

i. Procure or fix prices for food, clothing, fuel, equipment, medical supplies or other essential supplies, and the use of any property, services, resources or equipment within the Village for the duration of the State of Local Emergency.

j. Authorize the conscription of persons needed to meet an emergency.

k. Authorize any persons at any time to exercise, in the operation of the Municipal Emergency Plan and related plans and programs, any power specified in this Bylaw in relation to any part of the municipality affected by a declaration of a State of Local Emergency.

7.4 No action lies against Council or a person acting under the direction or authorization of Council for anything done or omitted to be done in good faith while carrying out a power or duty under the Act or this Bylaw nor are they subject to any proceedings by prohibition, certiorari, mandamus or injunction.

SECTION 8 – Termination of State of Local Emergency

8.1 When, in the opinion of the Council, the major emergency no longer exists in relation to which the declaration was made, the Council shall, by resolution, terminate the declaration of a State of Local Emergency.

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a. A period of seven (7) days has lapsed since a State of Local Emergency was declared, unless it is renewed by resolution.

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9.1 Should any section or part of this Bylaw be found to have been improperly enacted or ultra vires, for any reason, then such section or part shall be regarded as being severable from the Bylaw and the Bylaw remaining after such severance shall be effective and enforceable as if the Section found to be improperly enacted had not been enacted as part of this Bylaw

SECTION 10 – PENALTIES

10.1 Any person who violates any of the provisions of this Bylaw or who suffers or permits any act or thing to be done in contravention or in violation of any of the provisions of this Bylaw, or who neglects to do or who refrains from doing anything required to be done by the provisions of this Bylaw, or who does any act or thing or omits any act or thing, thus violating any of the provisions of this Bylaw, shall be deemed to be guilty of an offence under this Bylaw, and upon conviction, is liable to a fine of not less than \$200.00 and not more than \$5,000.00 plus costs. No person found guilty of an offence under this Bylaw shall be liable to imprisonment.

RECEIVED FIRST READING THIS 17th DAY OF July, A.D. 2019 IN THE VILLAGE OF BAWLF, IN THE PROVINCE OF ALBERTA

_____ MAYOR

_____ CAO

RECEIVED SECOND READING THIS 17th DAY OF July, A.D. 2019 IN THE VILLAGE OF BAWLF, IN THE PROVINCE OF ALBERTA

_____ MAYOR

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