

Agenda

Village of Barons Regular Council Meeting Tuesday, November 12, 2024 At 7:00 p.m.

1. Call to Order
2. Guests: None
3. Approval of Agenda
4. Approval of October 8, 2024 Organizational Meeting Minutes
Approval of October 8, 2024 Regular Council Meeting Minutes
5. Business Arising
 - a. Harassment Policy #078
6. Village Foreman Report
7. Administrator Report
8. Correspondence
9. Financial Report
10. Committee Reports
 - a. ORRSC (Oldman River Regional Services Commission)
 - b. Green Acres
 - c. CFLR (Community Futures Lethbridge Region)
 - d. FCSS (Family and Community Support Services)
 - e. Mayors and Reeves
 - f. Chinook Arch Library System
 - g. AG Society
 - h. Emergency Advisory Committee
 - i. Carmangay Library
11. New Business
 - a. Request for a letter of support for Lethbridge County ACP Application
 - b. Land Acquisition Agreement
 - c. Elections Alberta Agreement
 - d. Code of Conduct Amendment - Gifting Restrictions
 - e. Term Limits for MPC
 - f. Admin Vacation Request
1. Closed Session
2. Adjournment

MINUTES OF ORGANIZATIONAL MEETING OF COUNCIL

Of the Village of Barons

Tuesday, October 8, 2024

- Call to Order:*** Administrator called this meeting to order at 5:57 p.m.
- Present:*** Dan Doell
Ron Gorzitza
Jennifer Durell, Administrator
- Virtual:*** Clinton Bishop
- Recording Secretary:*** Jennifer Durell, Administrator
- Swearing In:*** The Official Oath of Office was taken.
- Council Code of Conduct:*** All Council members signed the Council Code of Conduct.
- Elections:*** **Motion made by Daniel Doell to nominate himself for the position of Mayor. Carried unanimously**
- Motion made by Daniel Doell to nominate Ron Gorzitza for the position of Deputy Mayor. Carried unanimously**
- Council Meetings:*** Dates and Times
- Motion made by Clinton Bishop to hold Council meetings the second Tuesday of each month at 7:00 p.m. Carried unanimously**
- Establishment of the Municipal Office:*** **Motion made by Daniel Doell to name 210 Main Street as the Village of Barons Municipal Office. Carried unanimously**
- Establishment of Auditor:*** **Motion made by Ron Gorzitza continue to use Scase & Partners as the Financial auditor for the Village of Barons. Carried unanimously**
- Establishment of Assessor:*** **Motion made by Daniel Doell to continue to use Benchmark Assessment Services to continue to provide assessment services to the Village of Barons. Carried unanimously**
- Banking:*** **Motion made by Ron Gorzitza to continue to use ATB Financial for the Village of Barons financial institution and to have Two members of council and/or the Administrator as signing authority for the Village. Carried unanimously**

Council Appointments:

- a) ORRSC
Daniel Doell and alternate Clinton Bishop
- b) MPC (Municipal Planning Committee)
All Council and Citizen at Large
- c) Green Acres
Ron Gorzitza and alternate Clinton Bishop
- d) CFLR (Community Futures Lethbridge Region)
Clinton Bishop alternate Daniel Doell
- e) FCSS (Family and Community Support Services)
Daniel Doell and alternate Clinton Bishop
- f) Assessment Review Board
All Council
- g) Mayors and Reeves
Daniel Doell and alternate Clinton Bishop
- h) Chinook Arch
Ron Gorzitza and alternate Daniel Doell
- i) Emergency Advisory Committee
Jen Durell and Clinton Bishop
- j) Carmangay Library Board
Daniel Doell and alternate Clinton Bishop
- k) AG Society
Clinton Bishop and alternate Ron Gorzitza

Motion made by Daniel Doell to approve all Council appointments. Carried unanimously

Adjournment: Meeting adjourned at 6:08 p.m.

**MINUTES OF REGULAR MEETING OF COUNCIL
of the Village of Barons
October 8, 2024**

Present: Daniel Doell, Mayor
Ron Gorzitza, Deputy Mayor
Jen Durell, Administrator
Brian Passmore, Village Foreman

Virtual: Clinton Bishop, Councillor

Absent: *None*

Recording Secretary: Jen Durell, Recording Secretary

Call to Order: Call to order at 7:00 p.m.

Public Hearing: Bylaw #761 – Land Use Bylaw Amendments
In attendance: Kattie Schlamp, Planner, ORRSC, R. Raymond, C. Raymond, S. Sarazin, S. Prost

**Motion made by Mayor Doell to open the Public Hearing.
Carried unanimously.**

K. Schlamp spoke to the need to make amendments to the bylaw.

S Sarazin questions if this will be applied equally throughout the community.

K. Schlamp explains that it depends on location where some locations where more shielding might be required - a corner lot may require more than a property in the middle of a block.

S Sarazin wants to know if the amendment is required as the “shall” makes things equal throughout the community as opposed to the “may” where it will be applied unequally.

Motion made by Mayor Doell to close public hearing at 7:09 p.m.

Guests: Jackie Seely – Municipal Relations, STARS Air Ambulance
Thanks Council for allowing her attendance at the meeting.

Next year STARS celebrates 40 years of operation, and they operate at no cost to patients. STARS relies on partnerships with the province and municipalities to help fund operations. STARS also dispatches for HALO and HERO air ambulance from their centralized dispatch centre in Calgary.

Their fleet of helicopters are airborne ICU's with state-of-the-art equipment, including night-vision capabilities, and have access to transport physicians to guide care while airborne.

STARS invites the Village to partner with them through their Municipal Partner Program and contribute \$1 per capita for 2025 to support missions.

Approval of Agenda:

Administrator Durell asks for Council's consideration to add Bylaw #761 – Land Use Bylaw Amendment to Business Arising

Motion made by Mayor Doell to approve the agenda with the amendment as requested. Carried unanimously.

Minutes:

To accept the minutes of the September 10, 2024 Regular Council Meeting minutes as presented.

Motion made by Deputy Mayor Gorzitza to accept the minutes of the September 10, 2024 Regular Council meeting as presented. Carried unanimously

To accept the minutes of the September 19, 2024 Special Council Meeting minutes as presented.

Motion made by Mayor Doell to accept the minutes of the September 19, 2024 Special Council meeting as presented. Carried unanimously

To accept the minutes of the October 3, 2024 Special Council Meeting minutes as presented.

Motion made by Deputy Mayor Gorzitza to accept the minutes of the October 3, 2024 Special Council meeting as presented. Carried unanimously

Business Arising:

a) Telus Agreement

Council was presented with the amended agreement with TELUS for their consideration. JD Miller from Shockware was present to answer any questions from Council. Discussion was held.

Motion made by Councillor Bishop to sign the agreement with TELUS as presented. Carried unanimously.

b) Repeal of Rental Policy

The Village currently has a policy which states that the Village will not rent out any municipally owned building or any tools. Discussion was held.

Motion made by Councillor Bishop to repeal the policy.

In favour: Councillor Bishop

Opposed: Mayor Doell, Deputy Mayor Gorzitza

1 for, 2 opposed. Motion Failed.

c) Bylaw #761 – Land Use Bylaw Amendment

Council was presented with Bylaw #761 for their consideration. Discussion was held. Kattie Schlamp, Planner from ORRSC explained to Council the error in the bylaw and why the need for the correction.

Motion made by Councillor Bishop to read Bylaw #761 a second time this 8th day of October, 2024.

Carried unanimously

And by UNANIMOUS CONSENT of Council, a motion made by Councillor Bishop this 8th day of October, 2024. Carried

Motion made by Councillor Bishop to read Bylaw #761 a third time this 8th day of October, 2024.

Carried unanimously

Village Foreman Report:

Had sand delivered in preparation for winter. Got quotes for plow blade for the town truck. Had 1 quote for the roof on the water plant. Have been working on trimming elm trees – working on Noble Street. A hydrovac was out at sewer lagoon trying to find the pipe that connects the pumphouse to the ponds. Foreman Passmore reports that his annual holidays are upcoming in a couple weeks.

Councillor Bishop questions how many trees we are expected to lose with the work being done. Foreman Passmore indicates that so far, we have lost 3 poplar trees with the arbourist's work, and 2 trees from their work. He suspects that we may see 2-3 more removals from the arbourist before the work this year is completed.

Administrators Report:

Attended the annual AB Municipalities conference which was a great networking and learning opportunity. A GIC is due for reinvestment in November. Administrator Durell will instruct ATB to reinvest at the current market rate. The Village's ACP application for the design study of the water plant has been submitted. The Village Auditors will be here October 22 and 23 for the pre-audit. Assessment Review Board hearing is upcoming on October 17th. The sewer lagoon project is coming along in a timely

manner. They have now completed the laying of the trunk main other than the tie in and are well underway on the work inside the new pumphouse. The new deep well is on site waiting for installation, and the new pumps arrived last week. We continue to have bi-weekly progress meetings between the Village, MPE Engineering, and the contractor.

- Correspondence:**
- September Bank Reconciliation
 - Community Peace Officer Monthly Report – August/September
 - Town of Nobleford – Thank you card
 - Alberta Municipal Affairs – Carbon Tax impact
 - Occupational Health & Safety – Reports
 - RMA – Membership Fees
 - Oldman Watershed Council – Request for Support

Motion made by Deputy Mayor Gorzitza to accept the correspondence as presented. Carried unanimously

- Financial Reports:** Council was presented with the accounts payable and monthly statement for the month of September, 2024.

Motion made by Mayor Doell to approve the accounts payable for the months of September, 2024. Carried unanimously

Motion made by Deputy Mayor Gorzitza to approve the monthly statement for September, 2024. Carried unanimously

Committee Reports:

- a) **ORRSC**
Next meeting in November
- b) **Green Acres**
Attended meeting in September. Abbey Road Terrace is almost complete. Green Acres has been looking into the possibility of fixing up Piyami lodge, and what Green Acres can do considering the Lodge provincially owned.
- c) **CFLR (Community Futures Lethbridge Region)**
Things have slowed down but still approving loans. Trying to get more rural loan applicants. Asked for an update for the Blackfoot sign but have not heard back yet.
- d) **FCSS (Family Community and Social Services)**
Seniors Expo Oct 23. Transport is available. Pickup location will be at the Seniors drop in at 10 am and will take them to Coaldale and back.
- e) **Mayors and Reeves**

Nathan Neudorf was in attendance at the last meeting. Spoke of irrigation in Southern Alberta and the U of L.

- f) **Chinook Arch Library System**
Nothing to report.
- g) **AG Society**
Gearing up for turkey bingo and mistletoe market. Considering installing a dishwasher in the kitchen.
- h) **Emergency Advisory Committee**
New agreements omitting Coaldale have now gone out for re-signing by the parties.
- i) **Carmangay Library**
Next meeting in November

New Business:

- a) **Green Acres Support Letter**
Council was presented with a letter from Green Acres requesting a letter of support for their advocacy to have Piyami Lodge in Picture Butte rebuilt. Discussion was held.

Motion made by Deputy Mayor Gorzitza to write a letter of support for Green Acres and their ongoing advocacy to have Piyami Lodge rebuilt. Carried unanimously.

- b) **ATCO Franchise Fee**
The Village is in receipt of a letter from ATCO Gas relating to our franchise agreement with them. Currently our franchise rate is 14.97%. Each year, Council has the opportunity to change this rate. This fee is paid to the Village in exchange for access for utilities to enter Municipal lands.

Motion made by Deputy Mayor Gorzitza to keep the ATCO gas franchise fee at the same rate of 14.97% for 2025. Carried unanimously.

- c) **AG Society Turkey Bingo Donation Request**
Council was presented with an RFD (Request For Decision) relating to the request for donation to the Barons AG Society for their annual Turkey Bingo.

Motion made by Deputy Mayor Gorzitza to donate \$100.00 to the Barons AG Society in support of their Turkey Bingo. Carried unanimously

- d) **Harassment Policies Review**

Council was presented with the current harassment policies for their review.

Motion made by Deputy Mayor Gorzitza to put up signage stating non-tolerance of abusive language or behaviour in municipal buildings. 2 for, 1 against. Motion carried.

Motion made by Councillor Bishop to instruct Administration to come back to council in two months with an RFD and any amendments suggested for the policies.

Carried unanimously.

Closed Session: a) None

Adjournment: Adjournment of the meeting was at 8:52 p.m.

Mayor – Daniel Doell

Administrator – Jen Durell

Village of Barons

Policy

Reference: Council Meeting	Adopted By: Resolution	Number: 078
Prepared By: Jen Durell	Date: November 5, 2024	Supersedes: 049/073

Title: **WORKPLACE HARASSMENT AND VIOLENCE POLICY**

POLICY STATEMENT:

Employees, elected officials, volunteers, and contractors have a right to a workplace where they are treated fairly and with dignity, respect and honesty, and where behaviors not in alignment with these principles are not tolerated. This policy solidifies the Village of Barons commitment to establishing and maintaining a respectful workplace.

PURPOSE:

The responsibility and accountability for a respectful workplace is shared. This policy will clearly outline expectations for the provision of a workplace that is; respectful, dignified, fair, and is free from inappropriate or disrespectful behavior. This policy applies to all Village of Barons employees, volunteers, contractors, elected officials, visitors, and customers, and conforms to the Alberta Human Rights Act and the Alberta Occupational Health & Safety Act, Code & Regulations. This policy applies to all types of communications, including but not limited to verbal, non-verbal, visual, written and/or cyber.

DEFINITIONS:

- **Bullying** – Repeated verbal, physical, social or psychological behavior that is harmful and involves the misuse of power by an individual or group towards one or more persons. Bullying behavior can include teasing, insulting someone, shoving, hitting, excluding someone, or gossiping about someone. Bullying does not include a situation of mutual conflict, or single episodes of negative behavior.
- **Contractor** – Includes all individuals who are contracted by the Village, and who access the workplace for the purposes of providing services and supplies to, and on behalf of, the Village of Barons.
- **Discrimination** – Treating someone differently because they belong to a certain group, most often but not always, the grouping is covered by grounds protected under Alberta Human Rights Legislation
- **Elected Official** – Refers to those individuals elected to Council and includes the Mayor and Councillors of the Village of Barons
- **Employee** – includes any individual paid salary or wages by the Village of Barons
- **Harassment** – includes repeated behaviors that are known, or ought to be known, to

be unwelcome or offensive and/or have a negative effect on the work environment.

- **Inappropriate or Disrespectful behavior** – includes all forms of bullying, discrimination, harassment, intimidation, retaliation, sexual harassment, unproductive/aggressive conflict, and/or violence. Disrespectful behavior does not include job-related actions that are performed in good faith by supervisors and management such as; direction of work, performance management and appraisals, and/or other corrective actions.
- **Intimidation** – To use physical, emotional or authoritative power to create a feeling of inequity that intentionally incites others to do, or not do, something.
- **Leader** – includes management, supervisors, and others responsible for directing, defining, coordinating, overseeing, and/or supervising the work of others, as well as anyone in the organization who may not have positional authority but is seen by others to be a leader and resource.
- **Respectful Workplace** – A working environment that honors dignity, collaboration, cooperation, proactive problem-solving, and where people conduct themselves in a way that is respectful to others and respects that others may be different and may have a different approach or way of doing something.
- **Retaliation** – Deliberately harming, penalizing, or subjecting someone to adverse consequences in response to their participation in a claim or investigation associated with this policy.
- **Sexual Harassment** – Unwanted and/or unwelcome behaviors towards another that is sexual in nature and/or is based on a person's gender and includes but is not limited to, touching, making suggestive remarks, and posting images and text in the workplace.
- **Unproductive/Aggressive Conflict** – conflict that is intentionally disruptive and inflammatory, and meant to incite a reaction in others.
- **Violence** – The use of force, either physical or coercive, that causes physical or emotional harm to somebody or something.
- **Volunteer** – Refers to a person who is not paid by the Village of Barons but volunteers their time to the Village of Barons in service of the community and/or on behalf of the services provided by the Village of Barons. This includes those individuals serving on any board, commission or committee established by the Village of Barons
- **Workplace** – is considered to be anywhere that work-related activities occur such as, but not limited to, Village of Barons office, shops, vehicles, conferences and training locations, meeting locations, on the telephone, social functions, the internet and social media.

RESPONSIBILITIES:

All employees, elected officials, volunteers, contractors, visitors, and customers have a mutual responsibility to ensure a respectful workplace. Behaviors that are not aligned with this policy will not be condoned or tolerated, and as such the following responsibilities are established.

a) Elected Officials

- Approve by resolution this policy and any amendments to the policy
- Read and sign-off on this policy to confirm understanding of its contents and

commitment to compliance with it.

- Abide by the responsibilities outlined below for All Employees.

b) CAO

- Ensure that all new elected officials receive training on this policy and associated procedures.
- Abide by the responsibilities outlined below for Leaders.
- Ensure implementation and periodic review of this policy and associated procedures.
- Maintain confidential records of complaints, concerns and/or investigations related to this policy.
- Ensure that all employees and volunteers are trained on this policy and related procedures.
- Ensure that this policy and sign-off is included in all contract packages and that contractors are aware of their responsibilities under this policy.
- Ensure that the public and visitors to the community and facilities are informed of the expectations for behavior and treatment of Village employees at all levels of the organization. This may include signage, notices, and/or follow-up communication when conflict occurs.
- Support positive workplace behaviors and correct any behavior that is out of alignment with this policy.
- Ensure that concerns and/or formal complaints are taken seriously, documented and that steps are taken to resolve the matter effectively and expediently.
- Read and sign-off on this policy to confirm understanding of its contents and commitment to compliance with it.
- Abide by the responsibilities outlined below for All Employees

e) Contractors

- When a contractor has employees or sub-contractors working with the Village of Barons or on a Village of Barons site, this contractor must abide by the responsibilities outlined for Leaders
- When a contractor is a sole individual, this contractor must abide by the responsibilities outlined below for All Employees

f) All Employees, volunteers, elected officials, contractors, and business partners will:

- Recognize that workplace conflicts and disagreements may occur, and attempt to resolve these issues in good faith and in a manner conducive to a respectful workplace.
- Behave in a manner that supports and creates a respectful workplace, such as but not limited to, treating others equitably and fairly, communicating respectfully, listening to what others have to say, and recognizing and valuing the diversity of employees, visitors and public.
- Report any inappropriate or disrespectful behavior that you experience or witness taking place towards another person.

g) All Employees, volunteers, elected officials, contractors, customers and visitors will refrain from exhibiting inappropriate or disrespectful behavior:

- Examples of such behaviors include, but are not limited to; coercion, intimidation, humiliation, bullying, abuse of authority; yelling or shouting (unnecessarily); deliberate exclusion of others from relevant work activities or decision-making, decision-making influenced by factors which have no work-related purpose, attempts to discredit others by spreading false information; causing vandalism or destruction to the property of the Village or any of its employees; any gesture, act or statement that gives an individual reasonable cause to believe that there is a risk of injury to themselves, another person or property; any statement, written, visual or verbal, that is reasonably interpreted by a person to be menacing or taunting in nature; violent acts that cause, or may cause, physical harm or significant emotional distress to any other person.; unwelcome behaviors or jokes that are degrading, offensive, demeaning, embarrassing, or insulting.

- h) All Council, Village employees, and volunteers will read and sign-off on this policy to confirm understanding of its contents and commitment to compliance with it. Retaliation for speaking out, bringing a complaint or participating in the investigation of a complaint will be considered a form of inappropriate or disrespectful behavior under this policy.

CONSEQUENCES:

Council and employees failing to adhere to the items contained in this policy shall be subject to appropriate disciplinary action. Appropriate action shall depend on the circumstances of the incident and may range from, but not be limited to, denial of participation in certain activities, warnings and suspensions, up to and including dismissal. Incidents may also be referred to the RCMP for investigation.

The Village shall take appropriate action to ensure a safe workplace for Contractors, volunteers, and members of the public exhibiting Violence, Bullying or Harassment towards our employees will be subject to discontinuation of business with individuals or organizations, issuance of Trespass Notices or the matter being referred to the RCMP.

This policy supports the building of trusting relationships in an ethical and professional manner.

POLICY REVIEW:

The CAO or designate(s) shall review this policy at least every three years or more frequently if circumstances dictate, or on the earliest of the following:

- When an incident of harassment or violence occurs

ACKNOWLEDGMENT AND AGREEMENT

I acknowledge that I have read and understand the Workplace Bullying, Harassment and Violence Policy of the Village of Barons.

Further, I agree to adhere to this Policy and will ensure that employees working under my direction adhere to this policy. I understand that if I violate the rules/procedures outlined in this Policy, I may face disciplinary action as outlined in the policy.

Name: _____

Signature: _____

Date: _____

Witness: _____

Village of Barons
THE MONTH October, 2024
2024 Monthly Statement Ending: October 31, 2024

	<u>Revenue</u>	<u>Expenses</u>
Taxes	\$20,543.34	
General Administrative	\$210.00	\$9,754.30
Council		\$4,637.20
Fire Hall		\$378.79
Bylaw Enforcement	\$10.00	\$1,861.44
Shop		\$1,540.71
Roads and Streets		\$2,080.75
Water/Sewer/Garbage	\$17,906.83	\$14,002.26
Green Acres Requisition		
Recreation Facilities/Parks		\$1,113.42
Casual Wages/STEP		
Legal		\$2,972.03
FCSS Requisition		
Chinook Arch		
Requisition - School		\$15,481.10
Bulk Water	\$153.00	
Auditor		
Xplornet	\$600.00	
Carwash		
Insurance		
ORRSC		\$976.58
FortisAlberta Franchise	\$950.81	
Assessor		\$1,653.00
MPC		\$570.00
Sewer Lift Project		\$80,327.07
Grants		\$14,158.55
ATCO Gas Franchise Fee	\$789.37	
Tree Trimming		\$19,809.52
Treated Water - Nobleford		
Total	\$41,163.35	\$171,316.72

Bank Balance - as of October 31, 2024	\$1,001,885.83
Outstanding Cheques (as October 31, 2024)	\$25,984.98
GIC	\$324,378.93

2024 Taxes Owing	\$59,735.05
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Outstanding Taxes - Prior to 2024	\$6,955.55
Total Outstanding Taxes	\$66,690.60

**2024/25 Alberta Community Partnership
Lethbridge County – Accessibility to Water Through Enhanced Irrigation Networks Study**

Draft Project Description

Southern Alberta has faced numerous droughts over the years, and the challenges around water availability continue to intensify. As the demand for water increases, it is essential to explore methods to better retain and utilize the region's available water resources. This proposed study aims to identify areas with the highest potential for water loss in irrigation storage and conveyance systems. By minimizing water loss from evaporation, ground infiltration, and improving delivery efficiency, we can optimize water management to support agricultural productivity, community development, and environmental sustainability.

The primary objective of this grant application is to secure funding for a comprehensive analysis of current irrigation storage and delivery systems within the Lethbridge Northern Irrigation District and the St. Mary River Irrigation District. The study will focus on evaluating potential projects to reduce water loss, including the conversion of traditional open canals to pipelines. Presently, water loss in irrigation canals can reach up to 10%, and even modest improvements could significantly increase water availability in the region.

The estimated budget for this project is \$200,000.

We have engaged in discussions with both the Lethbridge Northern Irrigation District and the St. Mary River Irrigation District, both of which are fully supportive of the initiative. Their collaboration is vital to the success of the study. The expected outcome is to identify new opportunities to enhance the efficiency of water conveyance and storage systems. These improvements will directly contribute to regional water sustainability, more effective irrigation practices, and could potentially stimulate further economic growth. Additionally, the study will include project estimates and cost-benefit analyses, providing a clear return on investment (ROI) framework to guide future grant applications and decision-making.

Ultimately, while the ownership of the water remains with the irrigation districts, the goal is to deliver the data and insights necessary to make informed decisions about water management and sustainability for the entire region.

Draft Council Resolutions

For Project Manager:

So moved that **Lethbridge County** supports the submission of a 2024/25 Alberta Community Partnership grant application for the *Accessibility to Water Through Enhanced Irrigation Networks Study* project and is prepared to manage the grant project and related compliance requirements. There is no matching contribution required.

For Project Participants:

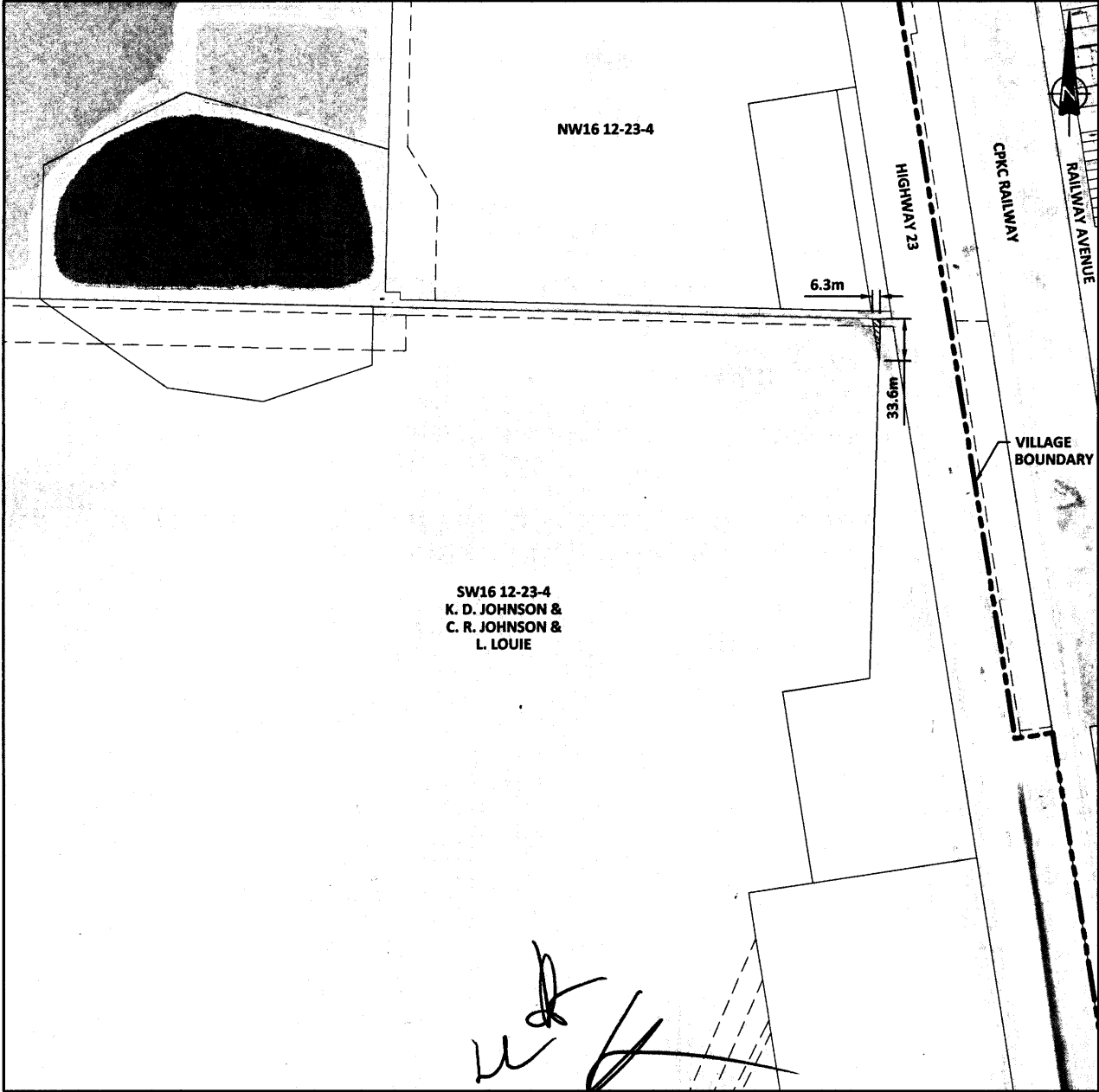
So moved that **"Municipality"** supports Lethbridge County's (managing partner) submission of a 2024/25 Alberta Community Partnership grant application in support of the *Accessibility to Water Through Enhanced Irrigation Networks Study* project. There is no matching contribution required.

PLAN SHOWING AREA REQUIRED FOR LAND ACQUISITION

LAND LOCATION: SW 1/4 SEC. 16, TWP. 12, RGE. 23, W4M

TITLE NUMBER: 151 021 320

SCHEDULE 'A'



LAND ACQUISITION

LANDOWNER	LAND ACQUISITION	
KHARA DENNISS JOHNSON, CHAD ROBERTS JOHNSON AND L. LOUIE	0.01 ha	(0.03 ac)

1:5000

VILLAGE OF BARONS
LIFT STATION AND TRUNK MAIN UPGRADES

JULY, 2024

DEFINITIONS

1. In this Agreement, the following words and expressions have the meaning assigned to them in this section:
 - a. **“Electoral”** means for the purpose of an election, a by-election, a referendum or other activities prescribed under Electoral Legislation including activities related to preparation for the aforementioned events;
 - b. **“Electors Data”** means data related to individuals residing within the Municipality’s official boundaries extracted from either the Provincial Register of Electors or the Municipality’s Permanent Electors Register as the context requires, but does not include Physical Address Data;
 - c. **“Electoral Legislation”** means the *Election Act*, the *Local Authorities Election Act*, and any other provincial legislation under which the Provincial Register of Electors or Municipality’s Permanent Electors Register can be used, as amended from time to time, and any regulations made under these pieces of legislation;
 - d. **“Municipality’s Permanent Electors Register”** means the register containing information about individuals ordinarily resident in the Municipality who are electors or will be electors, as set out in the *Local Authorities Election Act*;
 - e. **“Municipal Election”** means an election or by-elections held in the Municipality during the term of this Agreement pursuant to the *Local Authorities Election Act* and referendums held during the term of this Agreement;
 - f. **“Provincial Register of Electors”** means the register containing information about persons ordinarily resident in Alberta who are electors or will be eligible to be electors, as set out in the *Election Act*;
 - g. **“Physical Address Data”** means a list of every residential address in a Municipality that designates the location of a building or parcel of land, and includes Spatial Data;
 - h. **“Spatial Data”** means imbedded information that allows for the Physical Address Data to be plotted on the surface of the earth, typically represented as coordinates (ex. Latitude and Longitude) and readable by geographic information system (GIS) software;
 - i. **“Municipal Election Date”** means the election day as defined in the *Local Authorities Election Act*; and
 - j. **“Secure Service”** means a password protected electronic data transfer technology.

RESTRICTIONS ON USE OF ELECTORS DATA

2. Each Party that receives Electors Data will:

- a) hold the Electors Data in confidence;
 - b) exercise reasonable care over the Electors Data;
 - c) store the Electors Data in a secure location;
 - d) restrict access and disclosure of the Electors Data to those persons with a need to know, and not disclose the Electors Data to any other person; and
 - e) use the Electors Data only for the purpose of revising or compiling the Municipality's Permanent Electors Register or the Provincial Register of Electors, as the case may be.
3. The Municipality must ensure it has appropriate procedures and processes in place to preserve the security and confidentiality of the Electors Data, including but not limited to procedures consistent with the guidelines set out in the "Guidelines for Access and Security of Electors Data" document provided with this agreement.
4. Once a Party has updated, changed, manipulated, or integrated the Electors Data they receive from the other Party, the updated, changed, manipulated or integrated data is no longer Electors Data and not subject to this Agreement. For clarity, the receiving Party may still have legal obligations with respect to the use and protection of the new data outside the scope of this Agreement.
5. This Agreement is not intended to modify either Parties' legislative obligations regarding the Provincial Register of Electors or the Municipality's Permanent Electors Register, respectively.

REQUIREMENTS OF DATA TO BE PROVIDED TO ELECTIONS ALBERTA

Physical Address Data

6. The Municipality must provide Elections Alberta a complete dataset of Physical Address Data:
- a) that is current within 12 months of the Municipal Election Date; and
 - b) by no earlier than 12 months prior to the Municipal Election Date and no later than March 1 in the year of a Municipal Election.
7. If the Municipality utilizes a third-party to manage their Physical Address Data, the Municipality may authorize the third-party to provide the Physical Address Data directly to Elections Alberta on their behalf using Schedule "D".
8. The Municipality must provide Elections Alberta Physical Address Data in accordance with the requirements set out in Schedule "C".

Electors Data

9. Following a Municipal Election, the Municipality must:

- a) update the Municipality's Permanent Electors Register based on information received in the course of the Municipal Election; and
 - b) based on the updated Municipality's Permanent Electors Register transmit the Electors Data to Elections Alberta:
 - i) by March 1 of the year following the Municipal Election; and
 - ii) in the form set out in Schedule "B";unless otherwise agreed to by Elections Alberta in writing.
10. The Municipality shall not destroy any election records required for the update of the Municipality's Permanent Electors Register prior to transmitting the Electors Data to Elections Alberta.

REQUIREMENTS OF DATA TO BE PROVIDED TO THE MUNICIPALITY

11. Elections Alberta will make reasonable efforts to provide the Municipality with Electors Data on the later of:
- a) receipt of an executed copy of this Agreement; or
 - b) five months before the Municipal Election Date.
12. Elections Alberta, at its sole discretion, may provide the Municipality with access to updated Electors Data following the date set out in section 11.
13. Elections Alberta will provide the Municipality with Electors Data in the form set out in Schedule "B".

TRANSMISSION OF ELECTORS DATA

14. The Parties agree that the transmission of Electors Data will only occur via Secure Service.
15. If, due to technical failure of the Secure Service, the Parties are unable to use the Secure Service, the transfer of information will be postponed until the Secure Service is re-established or an alternative Secure Service is identified.

RECEIPT, ACCESS, AND USE OF ELECTORS DATA

16. Elections Alberta will provide login credentials for the Secure Service to two people from the Municipality:
- a) the Municipality's designated Returning Officer; and
 - b) one alternate person designated by the Municipality.
17. To designate an alternate person, the Municipality must provide Elections Alberta with that person's name, title, work address, telephone number, and email address, in the form set out in Schedule "A".

18. The Municipality may change the alternate person by notifying Elections Alberta in writing and provide an updated Schedule "A". Upon receipt of an updated Schedule "A", Elections Alberta will make required changes to the Municipality's access to the Secure Service within a reasonable timeframe.

LOSS AND UNAUTHORIZED ACCESS OF ELECTORS DATA

19. If the Municipality becomes aware of an unauthorized access or loss of Electors Data, the Municipality must:
- a) notify Elections Alberta immediately and provide:
 - i) the date, time, and place of the unauthorized access or loss;
 - ii) details of what Electors Data has been accessed or lost;
 - iii) details of the circumstances leading up to the unauthorized access or loss; and
 - iv) details of the actions taken by the Municipality to address the unauthorized access or loss;
 - b) take all reasonable actions to address the unauthorized access and retrieve the Electors Data;
 - c) take any action that Elections Alberta directs, including notifying local law enforcement.

RIGHTS OF AUDIT

20. The Municipality agrees that:
- a) Elections Alberta may investigate any complaint which it receives concerning the use, disclosure, handling, storage or destruction of the Electors Data. Elections Alberta may require the Municipality to assist in such an investigation by providing such information as may reasonably be required in order to answer such complaint.
 - b) For the purpose of confirming compliance with the terms of this Agreement, Elections Alberta may appoint an independent auditor to review the policies, procedures, practices and processes that the Municipality has in place in respect of the use, disclosure, handling, storage and destruction of the Electors Data. The Municipality will provide such assistance and access to records as the auditor may reasonably require to carry out such an audit.
 - c) When conducting an audit pursuant to section 20.b), the independent auditor will:

- i) sign any such agreement the Municipality may reasonably require to protect the privacy and confidentiality of information that the auditor has access to during the course of an audit;
- ii) conduct the audit during the regular business hours;
- iii) avoid the period of time between the close of nominations until after the Municipality has issued the results of the official count; and
- iv) provide five business days' notice to the Municipality that such an audit will be performed.

RIGHT OF SUSPENSION OF DATA ACCESS

21. Elections Alberta may immediately suspend the Municipality's access to Electors Data if there is reasonable belief of improper use, access, disclosure, handling, storage, or destruction of the Electors Data or any non-compliance to this Agreement. Access will remain suspended until the Municipality demonstrates compliance with this Agreement to Elections Alberta's satisfaction.

TERM AND TERMINATION

22. This Agreement comes into effect on the date that it is signed by the Parties.
23. The term of this Agreement ends on March 2, 2026.
24. This Agreement may be terminated before March 2, 2026 upon both:
- a) an amendment to the *Local Authorities Election Act* that removes the requirement for the Municipality to receive information from Elections Alberta; and
 - b) either Party providing written notice of termination to the other Party.
25. This Agreement may be extended for up to 12 weeks by Elections Alberta at the written request of the Municipality to accommodate a municipal by-election. A Municipality must request the extension prior to the termination of this Agreement.

SURVIVAL

26. Any provisions in this Agreement which, expressly or by their nature, extend beyond the termination of this Agreement, shall survive any termination of this Agreement. This includes, but is not necessarily limited to provisions restricting the use of, and maintaining confidentiality over, Electors Data, and the obligations of the Parties under section 49 of the *Local Authorities Election Act*.
27. The termination of this Agreement does not relieve the Municipality from its obligation to provide Elections Alberta with updated Electors Data following a Municipal Election.

COSTS

28. Each Party shall bear their own cost of producing and transmitting the Physical Address Data and Electors Data to the other Party. The cost of any processing required by the receiving Party to utilize the Physical Address Data and Electors Data shall be borne by the receiving Party.

MISCELLANEOUS PROVISIONS

29. The Parties do not make any warranty, express or implied, with respect to the accuracy or completeness of the Physical Address Data or Electors Data they transmit to the other Party. Neither Party will be liable to the other Party for any damage resulting from the transmission or use of incomplete or inaccurate Physical Address Data or Electors Data.
30. Despite section 29, the Parties shall make best effort to ensure that:
- a) The Physical Address Data transmitted by the Municipality to Elections Alberta is current and contains Spatial Data;
 - b) The Electors Data transmitted by Elections Alberta is a true copy of the data recorded in the Provincial Register of Electors; and
 - c) The Electors Data transmitted by the Municipality to Elections Alberta is a true copy of the data recorded in the Municipality's Permanent Electors Register following the Municipal Election.

INDEMNITY

31. The Municipality will indemnify and hold harmless Elections Alberta, its employees and agents from and against any and all liability, claims, suits or actions, costs (including costs as between solicitor and client), damages and expenses which may be brought or made against Elections Alberta as a result of or in connection with any breach, violation or non-performance of any covenant, condition or agreement of this Agreement required to be fulfilled, kept observed or performed by the Municipality or any person for which the Municipality is responsible at law, or any negligent act or omission of the Municipality or any person for which the Municipality is responsible at law, in connection with or arising out of this Agreement or the performance of this Agreement.

SCHEDULES

32. The Schedules to this Agreement form a part of this Agreement. In the event of a conflict between the body of the Agreement and the Schedules, the body of the Agreement will govern.

AMENDMENTS

33. To be effective, an amendment to this Agreement must be in writing and requires the agreement of both Parties.

APPLICABLE LAWS

34. This Agreement shall be governed by the laws in effect in Alberta.

CONFLICT AND SEVERANCE

35. Where there is a conflict between any provision of this Agreement, and Electoral Legislation, the Electoral Legislation prevails.
36. If any part of this Agreement is void, prohibited or unenforceable, this Agreement shall be interpreted as if such part had never been part of this Agreement.

NOTICE

37. Any notice required or contemplated to be given under this Agreement must be given to the other Party at the addresses set out in Schedule "A" this Agreement.
38. Notice will be deemed to have been delivered:
- (1) if by personal delivery, when actually delivered;
 - (2) if by email, at the commencement of the next business day; and
 - (3) if by mail, 5 business days after mailing, unless there is a postal interruption, in which case, notice will not be deemed to have been received during or within 7 days prior to and 7 days after the postal interruption unless actually received.

ENTIRE AGREEMENT

39. This Agreement, including the Schedules, contains the entire agreement between the parties with respect to the subject matter of this Agreement.
40. There are no terms, representations or warranties, express or implied, forming part of, affecting or relating to this Agreement, except those expressly provided in this Agreement.
41. This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the Parties regarding the subject matter of this Agreement.

COUNTERPARTS

42. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

SIGNATURES

For the Municipality:

DATED and SIGNED at _____,

this _____ day of _____, 20

Signature

Title

For Elections Alberta:

DATED and SIGNED at Edmonton,

this _____ day of _____, 20



Signature

Title

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

I, _____, of _____, in the
Province of Alberta,
NAME MUNICIPALITY

MAKE OATH AND SAY THAT:

1. That I am the _____ of the Municipality named in the within or annexed instrument.
2. That I am authorized by the Municipality to execute the instrument without affixing a corporate seal

SWORN BEFORE ME at the _____)

)

_____, in the Province of)

Alberta, this ____ day of _____,)

20____.)

)

SIGNATURE OF COMMISSIONER FOR OATHS IN AND FOR ALBERTA

)

SIGNATURE OF _____

)

NAME OF COMMISSIONER: _____

COMMISSION EXPIRES: _____

SCHEDULE "A"

PERSONS AUTHORIZED TO RECEIVE ELECTORS DATA

FOR THE MUNICIPALITY

DESIGNATE CHANGE REQUEST:

☐ YES

DESIGNATED RETURNING OFFICER

NAME: _____ TITLE: _____
First Name Last Name

MUNICIPALITY NAME _____

OFFICE ADDRESS: _____
Suite/Unit Building Number Street Name/Number

Municipality Postal Code

TELEPHONE: _____ EMAIL: _____

DESIGNATED ALTERNATE

NAME: _____ TITLE: _____
First Name Last Name

MUNICIPALITY NAME _____

OFFICE ADDRESS: _____
Suite/Unit Building Number Street Name/Number

Municipality Postal Code

TELEPHONE: _____ EMAIL: _____

FOR ELECTIONS ALBERTA

Elections Alberta Designated Contacts

NAME: _____ TITLE: _____
First Name Last Name

OFFICE ADDRESS: _____
Suite/Unit Building Number Street Name/Number

Municipality Postal Code

TELEPHONE: _____ EMAIL: _____

NAME: _____ TITLE: _____
First Name Last Name

OFFICE ADDRESS: _____
Suite/Unit Building Number Street Name/Number

Municipality Postal Code

TELEPHONE: _____ EMAIL: _____

SCHEDULE “B”

Elector data provided:

FIELD NAME	EXPLANATION	EXAMPLES
SURNAME	elector’s last name	Smith
GIVEN NAME	elector’s first name	John
MIDDLE NAME/INITIALS	elector’s middle name or initial (if provided)	H, Hector
GENDER	elector’s gender (if provided)	M, F, Other
DATE OF BIRTH	elector’s date of birth in the format of yyyy/mm/dd	1972/03/16
PHYSICAL ADDRESS	address indicating the location of elector’s primary residence – at minimum, one of the following will be provided: civic address, emergency locator address (911 address), legal land description (quarter section-section-township-range-meridian), legal address (plan-block-lot), other	Civic: 8619 Alanwood Street SE Calgary, 911: 13, 52417 Rge Rd 15 Parkland County Legal Land Desc: NW-29-52-1-5 Legal Address: 13-1-7621715
TELEPHONE NUMBER	elector’s telephone number (if provided)	780-919-0607
MAILING ADDRESS	elector’s mailing address (if different from physical address)	Site 3 Box 33 RR 4, PO Box 6502 Stn Main EDSON AB, T8E 2B1
POSTAL CODE	elector’s postal code (if provided)	T7E 3G8

SCHEDULE “C”

Approved physical address data file types:

- Shapefile (zipped)
 - Required files in zipped shapefile include:
 - .shp
 - .dbf
 - .shx
 - .prj
 - Required Geometry
 - Point
- File Geodatabase (zipped)
 - Required file in zipped File Geodatabase:
 - .gdb
 - Required Geometry
 - Point
- Excel
 - .xlsx
 - Requires Latitude and Longitude field

Required data fields:

FIELD NAME	EXPLANATION	EXAMPLES
SUITE	suite or unit number or letter or other designation	A, B, C, 1, 2, 3, BSMT, REAR, UPPER
HOUSE_NUM	building number or access number (if 911 address)	118, 3697A, 10835, 391031
ST_NAME	name or number of street/road	2, 51, 135, Main, Grandin, Railway, West Ridge
ST_TYPE	street/road type (911 addresses must use this for Rge Rd, Twp Rd, and Hwy)	St, Way, Ave, Road, Blvd, Dr, Rge Rd, Twp Rd, Hwy,
DIR	street/road direction or quadrant	N, SW, E
MUNI	name of the municipality	Red Deer, Lac La Biche, County of Lethbridge, MD of Wainright No.61
RES	designates if address is residential or not	Yes, No
EMS_ADD	designates if address is a 911 address or not	Yes, No
LATITUDE	Only required if using Excel	52.53112761, 49.32363236
LONGITUDE	Only required if using Excel	-111.85293779, -113.75202244

SCHEDULE "D"

AUTHORIZATION FOR THIRD-PARTY TO PROVIDE DATA TO ELECTIONS ALBERTA

I, _____, the undersigned, as the designated
given name surname

Returning Officer for _____ authorize
municipality

_____ to provide physical address data to
third-party data provider name

Elections Alberta on behalf of the Municipality.

I agree that:

- The Municipality remains responsible for ensuring all terms of this data sharing agreement are met including, and not limited to, the provision of Physical Address data to Elections Alberta.
- All costs associated with the production and transmission of data will be borne by the Municipality and/or the third-party as per the data sharing agreement unless explicitly agreed to in writing by Elections Alberta.
- The Municipality is responsible for informing the third-party of their duty to provide the required data to Elections Alberta before March 1st of the year of municipal election and all associated requirements outlined in Schedule "D" of this data sharing agreement.
- Elections Alberta reserves the right to refuse or suspend access to shared data until all terms of this agreement are met.

Signature

_____/_____/_____
Date

BYLAW NO. 713
A BYLAW OF THE VILLAGE OF BARONS
IN THE PROVINCE OF ALBERTA
TO ESTABLISH A MUNICIPAL PLANNING COMMISSION

BEING a bylaw of the Village of Barons in the Province of Alberta, to establish a Municipal Planning Commission;

AND WHEREAS, the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26 as amended requires the municipality to adopt a bylaw to establish a municipal Development Authority;

AND WHEREAS, the Development Authority is authorized to make decisions on applications for development approval in accordance with the administrative procedures, land uses and schedules established in the municipal land use bylaw;

AND WHEREAS, the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26 as amended permits the municipality to adopt a bylaw to establish a Municipal Planning Commission to act as the municipal Development Authority;

AND WHEREAS, this bylaw may be cited as the Village of Barons Municipal Planning Commission Bylaw;

NOW THEREFORE, the Council of the Village of Barons in the Province of Alberta duly assembled, enacts as follows:

1. DEFINITIONS:

- (a) **Act** means the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26, as amended from time to time.
- (b) **Municipality** means the Village of Barons in the Province of Alberta.
- (c) **Council** means the Municipal Council of the Village of Barons.
- (d) **Designated officer** means a person or persons authorized to act as the designated officer for the municipality as established by bylaw.
- (e) **Development officer** means a person or persons authorized to act as the development officer for the municipality as established by the Village of Barons Land Use Bylaw.
- (f) **Municipal Planning Commission** means the person or persons appointed to exercise and perform the Development Authority and Subdivision Authority powers and duties on behalf of the municipality as are specified:
 - (i) in the Act; or
 - (ii) in the Village of Barons Land Use Bylaw; or
 - (iii) in this bylaw; or
 - (iv) by resolution of council.
- (g) **Secretary** means the person or persons appointed by council to act as secretary of the Subdivision and Development Authority.
- (h) **Authorized persons** means a person, organization, services commission, or intermunicipal service agency authorized by the council to which the municipality may delegate any of its Development Authority powers, duties or functions.

- (i) All other terms used in this bylaw shall have the meaning as is assigned to them in the Municipal Government Act, as amended from time to time.
- 2. This bylaw hereby establishes a Municipal Planning Commission in accordance with the Act.
- 3. For the purpose of this bylaw, the Municipal Planning Commission is authorized to act as Designated Officer for the purposes of the land use bylaw.
- 4. The Municipal Planning Commission shall be comprised of four (4) persons, three (3) of whom shall be an elected member of Council and one (1) of whom shall be appointed by Council from the citizens of the Village at large. Council may appoint as many alternate members as deemed appropriate by Council from the citizens at large.
- 5. Appointments to the Municipal Planning Commission shall be made by resolution of Council.
- 6. Appointments to the Municipal Planning Commission shall be made for a term of four (4) years unless the member at large wishes to remain as an active member of the Commission.
- 7. When a person ceases to be a member of the Municipal Planning Commission before the expiration of his/her term, Council shall, by resolution, appoint another person for the unexpired portion of that term.
- 8. After the organizational meeting of Council each year, the members of the Municipal Planning Commission shall elect one of themselves as chairman, and one of themselves as vice-chairman to hold office for a term of one year.
- 9. Each member of the Municipal Planning Commission shall be entitled to such remuneration, travelling, and living expenses as may be fixed from time to time by Council; and the remuneration, travelling, and living expenses shall be paid by the Village of Barons.
- 10. Council may, by resolution, appoint a secretary who shall be an employee of the municipality and shall attend all meetings of the Municipal Planning Commission, but shall not vote on any matter before the Municipal Planning Commission.
- 11. The Municipal Planning Commission shall hold meetings only as required on a date to be determined by the Municipal Planning Commission.
- 12. Three (3) members of the Municipal Planning Commission shall constitute a quorum.
- 13. The decision of the majority of the members present at a meeting shall be deemed to be the decision of the whole Municipal Planning Commission.
- 14. The Municipal Planning Commission may make rules to govern its meetings.
- 15. Members of the Municipal Planning Commission shall not be members of the Subdivision and Development Appeal Board.
- 16. The secretary shall attend all meetings of the Municipal Planning Commission and shall keep the following records with respect thereto:
 - (a) the minutes of all meetings;

- (b) all applications;
- (c) records of all notices of meetings and or persons to whom they were sent;
- (d) copies of all written representations to the Municipal Planning Commission;
- (e) notes as to each representation;
- (f) the names and addresses of those making representations at the meeting;
- (g) the decision of the Municipal Planning Commission;
- (h) the reasons for the decision of the Municipal Planning Commission;
- (i) records of all notices of decision and of persons to whom they were sent;
- (j) such other matters as the Municipal Planning Commission may direct.

17. The municipality may by bylaw delegate any of its development authority powers, duties or function to an authorized person or a regional services commission.
18. This bylaw shall come into effect upon third and final reading thereof.
21. Bylaw No. 681, being a bylaw of the Village of Barons in the province of Alberta to establish the Subdivision and Development Authority/Municipal Planning Commission and amendments thereto are hereby rescinded.

READ a **first** time this 12th day of February, 2019.

Mayor – Ed Weistra

Chief Administrative Officer – Laurie Beck

READ a **second** time this 12th day of February, 2019..

Mayor – Ed Weistra

Chief Administrative Officer – Laurie Beck

READ a **third** time and finally PASSED this 12th day of February, 2019..

Mayor – Ed Weistra

Chief Administrative Officer – Laurie Beck