

**VILLAGE OF CAROLINE**  
**SPECIAL COUNCIL MEETING AGENDA**  
**Thursday, June 10th , 2021, 7:30pm**  
**Village of Caroline Council Chambers, 5004-50 Ave.**  
**Virtual Meeting**

Page # \_\_\_\_\_

1. CALL TO ORDER
2. ADOPTION OF AGENDA:
3. ADOPTION OF MINUTES:
  - 3.1. Council Meeting Minutes May 13<sup>th</sup>, 2021
4. DELEGATION(S):
  - 4.1 Jacob Tricker re: Alan Jewel Water Bill
5. STAFF REPORTS
  - 5.1 None
- 6 COMMITTEE & BOARD REPORTS:
  - 6.1 Mayor Report
  - 6.2 Councillor Reports
- 7 BUSINESS:
  - 7.1 Joint Emergency Management Report, Agreement and Bylaw
  - 7.2 Campground/Farmer's market Agreements
- 8 DISCUSSION, CORRESPONDENCE, INFORMATION ITEMS:
  - 8.1 Fire Chief's Report: April 2021
  - 8.2 Letter from the Town of Redcliff re: Support for RCMP
  - 8.3 Letter from the Village of Rycroft re: support for the RCMP
  - 8.4 Letter from the Town of Falher re: support for the RCMP
  - 8.5 Letter from the Town of Mayerthorpe re: Support for the RCMP
  - 8.6 Letter from the Town of Stavely re : Support for the RCMP
  - 8.7 Letter from the Town of Smoky Lake Country re: Support for the RCMP
  - 8.8 Letter from the Village of Milo re: Support for the RCMP
  - 8.9 Letter from Mayor of High River re: proposed Alberta Coal Restriction Policy
  - 8.10 Letter from Minister Jason Nixon re: Coal Mine Regulations
  - 8.11 Letter from Minister Ric McIver re: Covid 19
  - 8.12
- 9 CLOSED SESSION
  - 9.1 None
- 10 ADJOURNMENT

**VILLAGE OF CAROLINE COUNCIL**

Minutes of Regular Council Meeting of Village Council, Province of Alberta, held on Thursday May 13<sup>th</sup>, 2021 at 7:30pm at the Village Office, 5004-50 Avenue, Caroline, Alberta and information posted on Village Facebook Page for public live stream for attendees through Zoom.

Meeting Location: 5004-50 Ave.

**Virtual Attendance:**

Councillors: John Rimmer, Mary Bugbee, Mary Ann Wold, Donny Nichols

Staff: CAO Craig Curtis,

In Person Attendance:

Municipal Clerk Sandy Buckberry, Councillor Parsons

**1. Call to Order**

Mayor Rimmer called the meeting to order at 7:34pm

**2. Adoption of Agenda**

Motion 110.05.21

Moved by Councillor Nichols to adopt Agenda

CARRIED

**3. Adoption of Minutes**

Motion 111.05.21

Moved by Councillor Bugbee to adopt April 29<sup>th</sup>, 2021 Council meeting minutes as presented.

CARRIED

**4. Delegation(s):**

4.1 None

**5. Staff Reports**

**5.1. CAO Report**

Motion 112.05.21

Moved by Councillor Wold that the CAO Report be received for information

CARRIED

**6. Committee & Board Reports**

**6.1 Mayor Report**

- Discussion on Covid 19 measures requiring no further action by the Village
- Discussion that Council has already Stated its opposition to coal mining in the Eastern Slopes.
- Discussion on Municipal Campground and future expansion possibility
- Summary of servicing issues
- Discussion on condition of road at Edna Top Park

## VILLAGE OF CAROLINE COUNCIL

Minutes of Regular Council Meeting of Village Council, Province of Alberta, held on Thursday May 13<sup>th</sup>, 2021 at 7:30pm at the Village Office, 5004-50 Avenue, Caroline, Alberta and information posted on Village Facebook Page for public live stream for attendees through Zoom.

### **6.2 Council Reports**

#### **Councilor Bugbee**

- Attended FCSS Board and outlined work being done by staff Offering to do income tax returns for individuals at no cost and statistical analysis from a workshop.

#### **Councilor Wold**

- Attended Chamber meeting and reported on proposed signage and campground discussions.

#### **Councilor Nichols**

- Attended Agricultural Society meeting and reported on an upcoming 4H club event in Arena and campground discussions..

#### **Councilor Parsons**

- No meetings

#### Motion 113.05.21

Moved by Councilor Wold to accept Mayor and Council reports as presented.

CARRIED

### **7. Business**

#### **7.1. Pedestrian Crossings on Main Street**

CAO reported on the cost of solar powered pedestrian crossings.

#### Motion 114.05.21

Moved by Councilor Bugbee that the funding of pedestrian crossings be tabled until the July meeting when more budget information will be available.

CARRIED

#### **7.2. Proposed Telus Tower**

#### Motion 115.05.21

Moved by Councilor Wold that the Council of the Village of Caroline inform the county of Clearwater that it supports the proposed location of the Telus Tower, as it is well located in relation to future land uses in the Intermunicipal Development plan (IDP)

CARRIED

### **8. Discussion, Correspondence, and Information Items**

#### **8.1 Parkland Regional Library Report**

#### Motion 116.05.21

Moved by Council Nichols that the Parkland regional Library Annual Report 2020 be tabled to the next regular Council meeting

CARRIED

#### **8.2 Alan Jewel Water Bill**

VILLAGE OF CAROLINE COUNCIL

Minutes of Regular Council Meeting of Village Council, Province of Alberta, held on Thursday May 13<sup>th</sup>, 2021 at 7:30pm at the Village Office, 5004-50 Avenue, Caroline, Alberta and information posted on Village Facebook Page for public live stream for attendees through Zoom.

Motion 117.05.21

Moved by Mayor Rimmer that the public Works Superintendent be requested to report, in writing or virtually, the location and reason for stone damage to the shut off valve on Mr. Jewell's property.

CARRIED

**8.3 Meeting Schedule**

Motion 118.05.21

Moved by mayor Rimmer that the Regular Council meeting scheduled for May 27<sup>th</sup>. be cancelled.

CARRIED

**9. Adjournment**

Motion 118.05.21

Moved by Councilor Bugbee that the Council meeting be adjourned.

CARRIED

Time of Adjournment: 8:35 pm.

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MAYOR

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CAO

To: Village Council  
From: Craig Curtis, CAO  
Re: Joint Emergency Management

Date: May 28<sup>th</sup>, 2021

Village Council considered the establishment of a Joint Emergency Management Committee at its meeting on March 19<sup>th</sup> and adopted the following resolution .

“That the Council of the Village of Caroline approve, in principle, the concept of establishing a Joint Emergency Management Committee through an application for a Ministerial Order, and that the County of Clearwater become the Emergency management Agency for the region including the Village of Caroline and the Summer Village of Burnstick Lake.

and

Direct administration to continue negotiations to bring a detailed proposal forward to the three Councils.”

Negotiations have now been completed and the following documents are brought forward for council’s consideration.

- Bylaw 1108/21  
A Bylaw of Clearwater County, to establish a Regional Emergency Advisory Committee and a Regional Emergency Management Agency and accept the delegation of authority for Emergency Management from both the Village of Caroline and the Summer Village of Burnstick Lake.
- Bylaw 2021-005  
A bylaw of the Village of Caroline to delegate emergency Management Authority to Clearwater County and enact a Joint Emergency Management Committee (JEMC) and Regional Emergency Management Agency.

This agreement authorises Clearwater County to act as an agent of the Village in exercising the Village’s powers and duties under the Emergency Management Act. The agreement authorizes one member of Council to be appointed to the newly appointed Clearwater emergency Management

Advisory Committee. The Village would be responsible for covering costs during a response to an emergency in the Village.

- Regional Emergency Management Agreement
- This agreement between the County of Clearwater, the Village of Caroline and the Summer Village of Burnstick Lake defines how Emergency Management would operate within the region under the new bylaws and structure. The new Committee shall consist of 9 members with one from each of the villages. The Committee shall appoint the Regional Director of Emergency Management (RDEM)

The new structure which has been negotiated was as a result of the Town of Rocky Mountain House deciding not to renew the agreement for the Clearwater Regional Management agency (CREMA) although negotiations were underway. The new structure will require a Ministerial Order but the documents have been thoroughly reviewed with Ministry staff.

**Recommendation:**

That the Council of the Village of Caroline

- Receive County Bylaw #1108/21 for information.
- Give three readings to Village of Caroline Bylaw 2021-005
- Authorise the Mayor to sign the Regional Emergency Management Agreement between the Village of Caroline, Clearwater County and the Summer village of Burnstick Lake.

**BYLAW NO. 1108/21**

A BYLAW OF CLEARWATER COUNTY, IN THE PROVINCE OF ALBERTA, TO ESTABLISH A REGIONAL EMERGENCY ADVISORY COMMITTEE AND A REGIONAL EMERGENCY MANAGEMENT AGENCY AND ACCEPT THE DELEGATION OF AUTHORITY FOR EMERGENCY MANAGEMENT FROM BOTH THE VILLAGE OF CAROLINE AND SUMMER VILLAGE OF BURNSTICK LAKE.

WHEREAS, the Council of Clearwater County is responsible for the direction and control of its emergency response and is required, under the *Emergency Management Act*, R.S.A. 2000, c. E-6.8, to appoint an emergency advisory committee and to establish and maintain an emergency management agency; AND

WHEREAS it is recognized that an emergency or disaster of a multi- jurisdictional nature could affect any or all of the municipalities within the geographical boundaries of Clearwater County, and could affect the Summer Village of Burnstick Lake or Village of Caroline to such a degree that local resources would be inadequate to cope with the situation;

WHEREAS the Council of Clearwater County wishes to enter into a regional emergency management partnership with the Summer Village of Burnstick Lake and Village of Caroline for the purpose of integrated emergency management planning and operations;

NOW, THEREFORE, the Council of the Clearwater County, duly assembled, enacts as follows:

**1.0 BYLAW TITLE**

1.1 This Bylaw shall be known as the Regional Emergency Management Bylaw.

**2.0 DEFINITIONS**

2.1 In this bylaw, words have the meanings as set out in the Municipal Government Act, except that:

- (a) **Act** means the Emergency Management Act, Chapter E-6.8 and amendments;
- (b) **Clearwater Regional Emergency Management Advisory Committee or “Committee”** means a joint emergency management committee as anticipated in the Act and including representatives from Clearwater County (7), Village of Caroline (1) and Summer Village of Burnstick Lake (1) Councils, as established by this Bylaw;
- (c) **Clearwater Regional Emergency Management Agency or “Agency”** means a regional emergency management agency as anticipated in the Act and as established by this Bylaw, and including staff representatives from Clearwater County, along with the Village of Caroline and Summer Village of Burnstick Lake as desired and external stakeholders.
- (d) **Council** means one or more of the Councils of: Clearwater County, the Village of Caroline and the Summer Village of Burnstick Lake;

- (e) **County** means the municipality of Clearwater County, in the Province of Alberta;
- (f) **Disaster** means an event that results in serious harm to the safety, health or welfare of people or in widespread damage to property;
- (g) **Emergency** means an event that requires prompt coordination of action or special regulation of persons or property to protect the safety, health or welfare of people or to limit damage to property;
- (h) **Municipalities** means the Village of Caroline, Summer Village of Burnstick Lake, and Clearwater County;
- (i) **Regional Deputy Director of Emergency Management or “RDDEM”** means an individual appointed by the RDEM as their delegate to coordinate emergency management functions in the absence of the RDEM.
- (j) **Regional Director of Emergency Management or “RDEM”** means an individual, appointed by the Committee, responsible for the preparation and coordination of emergency plans and programs for Regional Emergency Management for Clearwater County, the Village of Caroline and the Summer Village of Burnstick Lake.
- (k) **Regional Emergency Management Program** means the plan and programs prepared by or for the Regional Director of Emergency Management in order to coordinate response to an Emergency or Disaster for Clearwater County, the Village of Caroline and the Summer Village of Burnstick Lake or an Emergency of multi-jurisdictional nature.
- (l) **Summer Village** means the municipality of the Summer Village of Burnstick Lake, in the Province of Alberta;
- (m) **Village** means the municipality of the Village of Caroline, in the Province of Alberta;

**3.0 ACCEPTANCE OF DELEGATION OF POWERS**

- 3.1 The Council of Clearwater County hereby accepts all powers and duties under the *Act* bestowed upon them by the Summer Village of Burnstick Lake Council in order to act as the agent of the Summer Village in exercising the local authority’s powers and duties under the *Act*.
- 3.2 The Council of Clearwater County hereby accepts all powers and duties under the *Act* bestowed upon them by the Village of Caroline Council in order to act as the agent of the Village of Caroline in exercising the local authority’s powers and duties under the *Act*

**4.0 CLEARWATER REGIONAL EMERGENCY ADVISORY COMMITTEE**

- 4.1 The Clearwater Regional Emergency Advisory Committee (the “Committee”) is hereby established for Clearwater County, the Village of Caroline and the Summer Village of Burnstick Lake.
- 4.2 The Committee shall:



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- (a) consist of seven (7) elected members of Council from Clearwater County; one (1) elected member of Council from the Village of Caroline; and, one (1) elected member of Council from the Summer Village of Burnstick Lake.
  - (b) to advise respective Councils on the development of Regional Emergency Management Program, at least once each year for consideration and approval by the Municipalities;
  - (c) provide the Clearwater Regional Emergency Management Agency with guidance and direction; and,
  - (d) appoint a Regional Director of Emergency Management.
- 4.3 Clearwater County's Reeve shall be the Chair of the Committee. If the Reeve is absent, the County's Deputy Reeve will chair the Committee. In the event the Reeve or Deputy Reeve are not present, the remaining members present for the Committee meeting may appoint a Chair at their discretion.
- 4.4 The Committee shall meet annually, or more frequently as required, and may meet on less than twenty-four (24) hours' notice. Where meetings in person are not feasible, the Committee may convene by electronic means of communication.
- 4.5 The RDEM may call an Emergency meeting of the Committee where he/she considers that a Disaster exists or may exist that affects the County.
- 4.6 A minimum of one (1) hour notice of the time and place of an Emergency meeting must be given to as many members of Council as possible in the circumstances.
- 4.7 Two or more members from Clearwater County attending a Committee meeting constitutes a quorum. The Committee has the authority to appointment the RDEM in accordance with section 4.2(d) and the power to declare, renew or terminate a State of Local Emergency in accordance with section 8.1.
- 4.8 Two or more members of Clearwater County Council attending an Emergency meeting of the Committee constitutes a quorum.
- 4.9 The Committee will not have any power to pledge credit of the Committee or any of the Municipalities, nor shall the Committee or any representative have the power to authorize any expenditure to be charged against the Committee, or any of the Municipalities.
- 5.0 CLEARWATER REGIONAL EMERGENCY MANAGEMENT AGENCY (CREMA)**
- 5.1 The Clearwater Regional Emergency Management Agency (the "Agency") is hereby established for Clearwater County, the Village of Caroline and the Summer Village of Burnstick Lake.
- 5.2 The Agency shall be responsible for administering the Regional Emergency Management

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Program on behalf of the Municipalities.

5.3 The Agency shall be comprised of the following personnel:

- a) Regional Director of Emergency Management;
- b) Regional Deputy Director(s) of Emergency Management;
- c) Fire Chief;
- d) Community Peace Officer Manager; and,
- e) Other stakeholders at the discretion of the RDEM, including staff from the municipalities.

5.4 The Agency shall invite representatives from the following organizations and agencies to participate in an annual stakeholder meeting and exercise:

- (a) Police Agency of Jurisdiction;
- (b) Alberta Health Services;
- (c) School Divisions;
- (d) Utility Providers;
- (e) Provincial departments (including Agriculture & Forestry; Environment and Parks) and Alberta Emergency Management Agency;
- (f) Non-Governmental/ Disaster Response Organizations;
- (g) Any other municipal staff or organizations that may be required from time to time.

5.5 The Agency shall operate in accordance with a command, control and coordination system prescribed by the Managing Director of the Alberta Emergency Management Agency;

5.6 The Agency shall review the Regional Emergency Management Program and make recommendations to the Committee regarding enhancement of the Regional Emergency Management Program at least once annually; and,

5.7 The Agency does not have the authority to declare, renew or terminate a state of local Emergency, as contemplated within the Act.

## **6.0 COUNCIL POWERS AND RESPONSIBILITIES**

6.1 Council shall:

- a) provide for the payment of expenses of the Clearwater County appointed members of the Committee;

- b) ensure that Regional Emergency Management Program addresses potential response to an Emergency or Disaster of a multi-jurisdictional nature;
- c) review and approve the Regional Emergency Management Program.

6.2 Council may:

- a) by Bylaw, borrow, levy, appropriate and expend, without the consent of the electors, all sums required for the operation of the Municipal Emergency Management Agency when a State of Local Emergency has been declared pursuant to Section 7; and,
- b) enter into agreements with and make payments or grants, or both, to persons or organizations for the provision of services in the development or implementation of Regional Emergency Management Program, including Mutual Aid plans, according to the provisions of the Municipal Government Act.

**7.0 REGIONAL DIRECTOR OF EMERGENCY MANAGEMENT POWERS AND RESPONSIBILITIES**

7.1 RDEM shall:

- a) Ensure the preparation and coordination of the Regional Emergency Management Program for the Municipalities;
- b) Act as director of Emergency operations to coordinate all Emergency services and other resources used in an Emergency, or ensure that someone is designated under the Regional Emergency Management Program to so act;
- c) Coordinate the Agency to fulfill the Agency's obligations laid out herein; and,
- d) Communicate recommendations made by the Agency to the Committee.

7.2 RDEM may:

- e) Coordinate regional Emergency preparedness awareness programs; and,
- f) provide training for agency members, elected officials, the public, municipal staff, mutual aid responders.
- g) appoint RDDEMs for the Municipalities, to act on the RDEM's behalf in his/her absence.

**8.0 DECLARING A STATE OF LOCAL EMERGENCY**

- 8.1 The power to declare or renew a State of Local Emergency under the Act and the powers specified in Section 10 of this Bylaw are hereby delegated to the Committee Chairman, or two members of the Committee of which the two members must be from Clearwater

County.

8.2 When a State of Local Emergency is declared, the RDEM or delegate shall:

- (a) ensure that the declaration identifies the nature of the Emergency and the area in which it exists;
- (b) cause the details of the declaration to be published immediately by such means of communication considered most likely to notify the population of the area affected;
- (c) forward a copy of the declaration to the Minister forthwith; and,
- (d) notify the Alberta Emergency Management Agency when practicable.

## 9.0 STATE OF LOCAL EMERGENCY

9.1 Subject to Section 10, when a State of Local Emergency is declared, the RDEM, or their delegate, may:

- (a) cause the Regional Emergency Management Program or any related plans or programs to be put into operation in any of the Municipalities;
- (b) acquire or utilize any real or personal property considered necessary to prevent, combat or alleviate the effects of an Emergency or Disaster in any of the Municipalities;
- (c) authorize or require any qualified person to render aid of a type the person is qualified to provide in any of the Municipalities;
- (d) control or prohibit travel to or from any area of the Municipalities;
- (e) provide for the restoration of essential facilities and the distribution of essential supplies and provide, maintain and coordinate Emergency medical, welfare and other essential services in any part of the Municipalities;
- (f) order the evacuation of persons and the removal of livestock and personal property from any area of the Municipalities that is or may be affected by a Disaster and make arrangements for the adequate care and protection of those persons or livestock and of the personal property;
- (g) authorize the entry into any building or on any land, without warrant, by any person in the course of implementing a Regional Emergency Management Program in any of the Municipalities;
- (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 or to attempt to forestall its occurrence or to combat its progress in any of the Municipalities;
- (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 in any area of the Municipalities for the duration of the state of local Emergency;

- (j) authorize the conscription of persons needed to meet an Emergency in any of the Municipalities; and,
- (k) authorize any persons at any time to exercise, in the operation of the Regional Emergency Management Program, any power specified in Paragraphs (b) through (i) in relation to any part of any of the Municipalities affected by a declaration of a State of Local Emergency.

#### **10.0 TERMINATING A STATE OF LOCAL EMERGENCY**

- 10.1 When, in the opinion of the person or persons declaring the State of Local Emergency, an Emergency no longer exists in relation to which the declaration was made, they shall terminate the declaration.
- 10.2 The person or persons declaring the State of Local Emergency shall terminate the declaration immediately after:
  - (a) the cancellation by the Minister of a State of Local Emergency; or,
  - (b) the termination by a lapse of time of a State of Local Emergency.
- 10.3 When a declaration of a State of Local Emergency has been terminated, the DREM, or delegate, shall cause the details of the termination to be published immediately by such means of communication considered most likely to notify the population of the area affected.

#### **11.0 STATEMENT**

- 11.1 No action lies against Clearwater County, the Village of Caroline or the Summer Village of Burnstick Lake or a person acting under the Municipalities' direction or authorization for anything done or omitted to be done in good faith while carrying out a power under the *Emergency Management Act*, the Local Authority Emergency Management Regulation or this Bylaw during a State of Local Emergency.

#### **12.0 TRANSITIONAL**

- 12.1 This Bylaw comes into force on the date of its final passing.
- 12.2 Bylaw No. 1094/20 and 1095/20 are hereby repealed on the date of final passing of this Bylaw.

READ a first time this \_\_\_ day of \_\_\_\_\_, 2021

READ a second time this \_\_\_ day of \_\_\_\_\_, 2021

PERMISSION granted for third reading this \_\_\_ day of \_\_\_\_\_, 2021

READ a third time and passed this \_\_\_ day of \_\_\_\_\_, 2021

REEVE

\_\_\_\_\_

CHIEF ADMINISTRATIVE OFFICER

\_\_\_\_\_

**Schedule A**

INSERT MINISTERIAL ORDER ONCE RECEIVED

LEAFLET

**Bylaw 2021-005**

A BYLAW OF THE VILLAGE OF CAROLINE, IN THE PROVINCE OF ALBERTA, TO DELEGATE EMERGENCY MANAGEMENT AUTHORITY TO CLEARWATER COUNTY AND ENACT A JOINT EMERGENCY ADVISORY COMMITTEE (JEMC) AND REGIONAL EMERGENCY MANAGEMENT AGENCY

**WHEREAS** the Council of the Village of Caroline is responsible for the direction and control of its emergency response and is required under the *Emergency Management Act*, Revised Statutes of Alberta 2000, Chapter E-6.8, (hereinafter referred to as the "Act") to appoint an Emergency Advisory Committee and to establish and maintain an Emergency Management Agency;

**AND WHEREAS** it is recognized that an emergency or disaster of a jurisdictional or multi-jurisdictional nature could affect the Village to such a degree that local resources would be inadequate to cope with the situation;

**AND WHEREAS** Clearwater County wishes to enter into a regional emergency management partnership with the Village of Caroline and the Summer Village of Burnstick Lake for the purpose of integrated emergency management planning and operations;

**NOW THEREFORE**, the Council of the Village of Caroline, in the province of Alberta, duly assembled enacts as follows:

1. This Bylaw may be cited as the Clearwater Regional Emergency Management Bylaw.

1.1 In this Bylaw:

- a) "Act" means the Emergency Management Act, Revised Statutes of Alberta 2000, Chapter E-6.8.
- b) "Commencement Date" means that date in which this Bylaw becomes effective;
- c) "Disaster" means an event that results in serious harm to the safety, health or welfare of people or in widespread damage to property;
- d) "Emergency" means an event that requires prompt coordination of action or special regulation of persons or property to protect the safety, health or welfare of people or to limit damage to property;



- e) "Councils" means the Council of the Village of Caroline and Clearwater County.
  - f) "Municipality" means the Village of Caroline.
  - g) "Regional Director of Emergency Management" means an individual appointed by Council resolution responsible for the preparation and coordination of emergency plans and programs for Clearwater Regional Emergency Management.
  - h) "Clearwater Regional Emergency Management Advisory Committee" means a joint emergency management committee as anticipated in the *Act* and including representatives from Clearwater County (7), Village of Caroline (1) and Summer Village of Burnstick Lake (1) Councils.
  - i) "Clearwater Regional Emergency Management Agency" means a regional emergency management agency as anticipated in the *Act* and including staff representatives from Clearwater County, along with the Village of Caroline and Summer Village of Burnstick Lake as desired, and external stakeholders.
2. The Council of the Village of Caroline hereby delegates all powers and duties under the *Act* to the Clearwater County Council.
  3. The Council of the Village of Caroline authorizes Clearwater County to act as the agent of the Village in exercising the local authority's powers and duties under the *Act*.
  4. The Council of the Village of Caroline hereby authorizes one member of Council to be appointed to the Clearwater Regional Emergency Management Advisory Committee.
  5. The Council of the Village of Caroline hereby authorizes one administration member of the Village to attend meetings of the Clearwater Regional Emergency Management Agency.
  6. The Municipality agrees to cover all costs incurred by Clearwater County during a response to an emergency or disaster situation within the jurisdictional borders of the Village.

- 7. The Regional Director of Emergency Management agrees to provide an annual report to the municipality's CAO advising on the status of emergency management plans and programs.
- 8. No action lies against the Municipality or a person acting under the Municipality's direction or authorization for anything done or omitted to be done in good faith while carrying out a power under the *Emergency Management Act* or the regulations during a state of local emergency.
- 9. This Bylaw shall take effect on the day of final passing thereof.

**IN WITNESS WHEREOF** the parties have hereunto set their seals duly attested to by the hands of their properly authorized officers in that behalf effective as at the day and year first above written.

**VILLAGE OF CAROLINE**

Per: \_\_\_\_\_  
Mayor, John Rimmer

Per: \_\_\_\_\_  
Chief Administrative Officer, Craig Curtis

# REGIONAL EMERGENCY MANAGEMENT AGREEMENT

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2021.

Between:

**The Village of Caroline**  
 In the Province of Alberta (hereinafter referred to as the "Village")

-and-

**Summer Village of Burnstick Lake**  
 In the Province of Alberta (hereinafter referred to as the "Summer Village")

-and-

**Clearwater County**  
 In the Province of Alberta (hereinafter referred to as the "County")

**WHEREAS** it is recognized that an Emergency or Disaster of a jurisdictional or multi-jurisdictional nature could affect the Village or Summer Village to such a degree that local resources would be inadequate to cope with the situation;

**AND WHEREAS** Clearwater County wishes to enter into a regional Emergency management partnership with the Village and the Summer Village for the purpose of integrated Emergency management planning and operations;

**AND WHEREAS** the Village and Summer Village seek delegate their respective Emergency management powers to Clearwater County under the *Emergency Management Act*, RSA 2000, Chapter E-6.8, (hereinafter referred to as the "Act");

**AND WHEREAS** the County, Village and Summer Village have all adopted respective regional Emergency management bylaws to allow for delegation of the Village and Summer Village's authorities under the *Act* and to seek ministerial approval for a joint Committee and regional Agency;

**AND WHEREAS** should Ministerial approval be granted through an Order, the County, Village and Summer Village wish to adopt one Regional Emergency Management Program; and

**AND WHEREAS** the Parties would like to determine the nature of the Emergency Response Services to be provided by the County within both the Village and the Summer Village;

**NOW THEREFORE** in consideration of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

Initials


ARTICLE 1 - DEFINITIONS

**1.1 Definitions**

All capitalized terms used throughout this Agreement shall have the following meanings, unless otherwise specifically defined:

- (a) **"Agency"** means the regional emergency management agency as contemplated pursuant to Section 11.2 of the *Act* and established by the County pursuant to Bylaw No. 1108/21;
- (b) **"Agreement"** means this Regional Emergency Management Agreement, together with all schedules attached hereto;
- (c) **"Committee"** means the joint emergency advisory committee as contemplated pursuant by Section 11.1 of the *Act* and established by the County pursuant to Bylaw No. 1108/21;
- (d) **"County"** means Clearwater County, in the Province of Alberta;
- (e) **"Councils"** means two or more of the Councils of Clearwater County, the Village of Caroline and the Summer Village of Burnstick Lake, and **"Council"** means any one of them;
- (f) **"Disaster"** means an event that results in serious harm to the safety, health or welfare of people, or in widespread damage to property;
- (g) **"Emergency"** means any large scale event that requires prompt 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;
- (h) **"Emergency Response Services"** means those activities reasonably related to an Emergency or Disaster which include fulfillment of the basic humanitarian needs of the affected population residing within the boundaries of either Municipality to the same standard of service that a reasonably prudent provider of large scale emergency and disaster response would so provide in similar circumstances;
- (i) **"Force Majeure"** means any event causing a bona fide delay in the performance of any obligations under this Agreement (other than as a result of financial incapacity) and not caused by an act or omission of either Party, or a person not at arm's length with such Party, resulting from:
  - (i) an inability to obtain materials, goods, equipment, services, utilities or labour;
  - (ii) any statute, law, by-law, regulation, order in council, or order of any competent authority other than one of the Parties;
  - (iii) an inability to procure any license, permit, permission, or authority necessary for the performance of such obligations, after every reasonable effort has been made to do so;
  - (iv) a strike, lockout, slowdown, or other combined action of workers; or

Regional Emergency Management Agreement

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- (v) an act of God;
- (j) **"Municipalities"** means the Village and the Summer Village, and **"Municipality"** means any one of them;
- (k) **"Parties"** means, collectively, the Village, the Summer Village, and the County, and **"Party"** means any one of them;
- (l) **"Regional Director of Emergency Management" or "RDEM"** means the person appointed by the Committee as the Regional Director of Emergency Management under this Agreement, as contemplated under the *Act*;
- (m) **"Regional Emergency Management Program"** means the plan and programs prepared by or for the Regional Director of Emergency Management in order to coordinate response to an Emergency or Disaster within the County, the Village and/or the Summer Village and Emergencies of multi-jurisdictional nature;
- (n) **"Summer Village"** means the Summer Village of Burnstick Lake, in the Province of Alberta; and
- (o) **"Village"** means the Village of Caroline, in the Province of Alberta.

**ARTICLE 2 - SPIRIT, INTENT, AND GUIDING PRINCIPLES**

**2.1 Application**

Unless otherwise specifically provided for within this Agreement, this Agreement applies solely to

- (a) the development of the Regional Emergency Management Program;
- (b) the delegation of powers and duties of the Summer Village and the Village under the *Act*; and
- (c) the delivery of Emergency Response Services by the County within the Village and the Summer Village.

**2.2 Consultation**

The Parties agree that they shall consult with one another in a co-operative manner with respect to the conduct of the Regional Emergency Management Program.

**2.3 Independent Action**

Subject to the delegation of power and duties pursuant to Section 3.1, each Party acknowledges and agrees that it shall not undertake any independent action with respect to Regional Emergency Management Program other than as contemplated or permitted within this Agreement.

Further, in the event that a Party does undertake independent action and incurs costs or obligations as a consequence of those actions, the Party responsible for undertaking the same

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shall be solely responsible for all such actions and any costs related thereto and shall be deemed to be in breach of the terms and conditions of this Agreement.

**ARTICLE 3 – DELEGATION, ACCESS TO INFORMATION AND CONTROL**

**3.1 Delegation**

The Summer Village and the Village hereby delegate all of their respective powers and duties under the Act to the County and the County accepts the delegation of the respective powers and duties of the Summer Village and the Village. Notwithstanding the delegation of powers and duties by the Municipalities to the County pursuant to this Section, the Parties acknowledge and agree that:

- (a) the governance and membership of the Committee; and
  - (b) the duties of the RDEM during and after a state of local emergency;
- shall be governed by this Agreement.

**3.2 Costs**

The County shall be solely responsible for all costs associated with the powers and duties delegated to it by the Municipalities pursuant to Section 3.1.

**3.3 Confidentiality**

(a) Each of the Parties acknowledges that it will, in connection with this Agreement, may be provided with certain confidential oral and written information (collectively, the "Confidential Information") by any of the Parties, including legal opinions, business plans, designs, financial data and other projections, and draft Agreements and other arrangements with third parties.

(b) Each of the Parties agrees that it will use its best efforts to hold such Confidential Information in confidence and use it solely for the purposes of this Agreement and shall not reveal it to anyone other than its respective Council members, officers, employees and advisers who need to know the Confidential Information in connection with this Agreement for purposes related to this Agreement, subject always to any statutory or regulatory requirement to disclose such information. Each of the Parties further agrees to return, where possible, all Confidential Information provided by the other Party forthwith upon the request of the other Party upon the termination of this Agreement.

**3.4 Survive Expiry**

Upon termination of this Agreement, the Parties shall remain bound by the obligations of confidentiality set forth in Section 3.3 for a period of two years following the date of expiry of this Agreement.

**3.5 Announcements & Publicity**

The Parties each agree to consult with the other Parties or the Committee in relation to the contents and timing of announcements and media releases related to this Agreement and any activities carried out pursuant to the terms of this Agreement.

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**ARTICLE 4 – EMERGENCY RESPONSE SERVICES BY THE COUNTY**

**4.1 Engagement**

The Village and the Summer Village each hereby engage the County to provide the Village and the Summer Village with Emergency Response Services and the County hereby agrees to provide Emergency Response Services within the Village and the Summer Village.

**4.2 Notice**

Clearwater County shall, via telephone and as soon as is reasonably possible after becoming aware of an Emergency or Disaster within the boundaries of a Municipality, notify the Chief Administrative Officer of the Mayor of the Municipality within which Emergency Response Services are provided.

**4.3 Invoicing**

Each Municipality be responsible for all costs incurred by the County in providing Emergency Response Services within the boundaries of their Municipality. All such sums invoiced by the County to a Municipality shall become due and payable in full on or before thirty (30) days following the date of invoice.

**4.4 Financial Assistance**

The Parties covenant and agree to pursue all sources of assistance from the provincial or federal governments and other agencies to offset costs incurred by the County in providing the Emergency Response Services.

**ARTICLE 5 - CONDUCT OF REGIONAL EMERGENCY MANAGEMENT PROGRAM**

**5.1 Committee**

The Parties agree that the Committee established by the County will consist of the following representatives appointed by each of the Parties:

- (a) Seven (7) elected members of Council from the County;
- (b) One (1) elected member of Council from the Village; and
- (c) One (1) elected member of Council from the Summer Village.

**5.2 Committee Chair**

Clearwater County's Reeve shall be the Chair of the Committee. If the Reeve is absent, the County's Deputy Reeve will chair the Committee. In the event the County Reeve or Deputy Reeve are not present, the remaining members present for the Committee meeting may appoint a Chair at their discretion.

Regional Emergency Management Agreement

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**5.3 Committee Authority & Quorum**

- (a) The Committee shall:
  - (i) advise respective Councils on the development of the Regional Emergency Management Program, at least once each year for consideration and approval by the Municipalities;
  - (ii) provide the Clearwater Regional Emergency Management Agency with guidance and direction; and,
  - (iii) appoint the RDEM.
- (b) The Committee has the power to declare, renew or terminate a state of local emergency as provided for under the Act.
- (c) Two or more members from Clearwater County attending a Committee meeting constitute a quorum.
- (d) The Committee shall meet once annually, or more frequently as required, and may meet on less than twenty-four (24) hours' notice. Where meetings in person are not feasible, the Committee may convene by electronic means of communication.
- (e) The RDEM may call an emergency meeting of the Committee where he/she considers that a Disaster or Emergency exists or may exist that affects any of the Parties. A minimum of one (1) hour notice of the time and place of an emergency meeting must be given to as many members of Council as possible in the circumstances.
- (f) The Committee will not have any power to pledge credit of the Committee or any of the Parties, nor shall the Committee or any representative have the power to authorize any expenditure to be charged against the Committee, or any of the Parties.

**5.4 County Obligation**

The County shall, at its sole cost:

- (a) employ the RDEM;
- (b) provide administrative services and materials and supplies associated with the Committee and its affairs, including those required by the RDEM; and,
- (c) provide for a suitable all severe weather capable vehicle for use of the Emergency Management including operating and maintenance costs, as needed.

**5.5 Regional Director of Emergency Management Authority**

- (a) The RDEM shall:
  - (i) prepare and coordinate the Regional Emergency Management Program;

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- (ii) act as Director of Emergency operations to coordinate all Emergency services and other resources used in an Emergency, or ensure that someone is designated under the Regional Emergency Program to so act;
  - (iii) manage the Agency to fulfill the Agency's obligations laid out herein; and
  - (iv) communicate recommendations made by the Agency to the Committee.
- (b) The RDEM may:
- (i) coordinate training for Agency members, elected officials, the public, municipal staff, mutual aid responders; and,
  - (ii) appoint Regional Deputy Director(s) of Emergency Management (RDDEM) to act on the RDEM's behalf in their absence.

For clarity, the RDEM does not have the authority to declare, renew or terminate a state of local Emergency, as contemplated within the Act.

**5.6 RDEM Not Able to Act**

In the event that the RDEM or RDDEM are not available to act, the CAO of the County or their designate will be designated as the acting RDEM for that period of time.

**5.7 RDEM Duties Upon Declaration of State of Local Emergency**

When a state of local emergency is declared pursuant to the Act, the RDEM or delegate shall:

- (a) ensure that the declaration identifies the nature of the Emergency and the area of the Municipalities in which it exists;
- (b) cause the details of the declaration to be published immediately by such means of communication considered most likely to notify the population of the area affected;
- (c) forward a copy of the declaration to the Minister forthwith; and
- (d) notify the Alberta Emergency Management Agency when practicable.

**5.8 RDEM Authority Upon Declaration of State of Local Emergency**

When a state of local emergency is declared pursuant to the Act, the RDEM or delegate may:

- (a) cause the Regional Emergency Management Program 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 the person is qualified to provide;
- (d) control or prohibit travel to or from any area of the Municipalities;

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- (e) provide for the restoration of essential facilities and the distribution of essential supplies and provide, maintain and coordinate emergency medical, welfare and other essential services in any part of the Municipalities;
- (f) order the evacuation of persons and the removal of livestock and personal property from any area of the Municipalities that is or may be affected by a Disaster and make arrangements for the adequate care and protection of those persons or livestock and of the personal property;
- (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 or 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 Municipalities for the duration of the state of Emergency;
- (j) authorize the conscription of persons needed to meet an Emergency; and
- (k) authorize any persons at any time to exercise, in the operation of the Regional Emergency Management Program, any power specified in Paragraphs (b) through (j) in relation to any part of the Municipalities affected by a declaration of a state of local emergency.

**5.9 State of Local Emergency Terminated**

When a declaration of a state of local emergency has been terminated pursuant to the Act, the RDEM or delegate shall cause the details of the termination to be published immediately by such means of communication considered most likely to notify the population of the area affected.

**ARTICLE 6 – TERM**

**6.1 Term**

This agreement shall be effective from the date of execution of this Agreement until terminated in accordance with Section 6.2.

**6.2 Termination**

Any of the Parties may terminate their involvement under this Agreement upon giving written notice to the other Parties prior to April 30 of a calendar year with the intent of a January 1 termination date, subject to any requirements to obtain Ministerial approval for any revisions to the delegation of powers and duties as provided for within this Agreement.

**6.3 Effect of Termination**

Upon the effective date of any such termination notice, this Agreement shall continue in full force and effect in respect of the remainder of the Parties who have not previously terminated their involvement. In the event of termination of involvement by the County, unless otherwise agreed to by the remaining Parties as to the appointment of a Party to carry out the County's responsibilities under this Agreement, this Agreement shall come to an end upon the effective date of such termination.

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**6.4 Settlement of Costs**

Termination of this Agreement by any or all of the Parties shall be subject always to settlement of all liabilities and financial responsibilities of the Municipalities respecting any Emergency Response Services provided by the County.

**ARTICLE 7 – INSURANCE AND INDEMNITY**

**7.1 Insurance**

Throughout the Term, the County will be responsible to hold and maintain any forms of liability insurance, and if applicable, property insurance, respecting Regional Emergency Management Program, the activities of the Committee, and the performance of the powers and duties of the RDEM, not otherwise included as the responsibility of any third party contractor. All insurance shall insure against loss, damage, or destruction, whether caused by fire or extended perils, on such terms and conditions as would be carried by a reasonably prudent provider of large scale emergency and disaster response services, in at least the following amounts:

- (a) legal and public liability and property damage insurance in an amount not less than five million (\$5,000,000.00) dollars per occurrence or such other amount as the Parties may reasonably agree from time to time;
- (b) other terms or coverage as the County may consider necessary or prudent, or as may be required pursuant to this Agreement.

The County's policy shall name the Municipalities as additionally named insureds, as their respective interest may appear;

**7.2 Indemnity**

Each Party shall indemnify and save harmless the other Parties and their respective councilors, officers, employees, agents, volunteers and invitees, to the extent permitted by law, of and from any and all liabilities, damage costs, expenses (including all legal fees and disbursements, on a full indemnity basis) claims, suits and actions arising out of the following:

- (a) any breach, violation or non-performance of any term or condition in this Agreement on the part of the indemnifying Party to be fulfilled, observed and performed;
- (b) death, or injury to any person or damage or destruction of any property resulting from the negligence of the indemnifying Party, its trustees, councilors, officers, employees, agents, licensees, invitees or any other person for whom that Party is legally responsible;
- (c) the indemnifying Party's conduct causing a default under the contract with any third party contractor; and
- (d) any damage or destruction of any property or any injury or death occurring to any permittee, invitee, employ or agent of the indemnifying Party or any other person for whom the indemnifying Party is in law responsible.

This indemnity shall survive the expiration or sooner termination of this Agreement.

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**7.3 Limitation of Liability**

No Party or its representative shall be liable for the acts, representations, neglects or defaults of another Party or its representative.

**ARTICLE 8 – DEFAULT**

**8.1 Right to Perform**

In the event that any Party fails to perform or cause to be performed any of the covenants or obligations contained within this Agreement on the part of that Party to be observed or performed, a Party not in default shall have the right, but shall not be obligated, to perform or cause the same to be performed, and to do or cause not to be done such things as may be necessary or incidental thereto. Provided always, any exercise of any right to perform shall be subject to provision of not less than Thirty (30) days' notice in writing to the Party in default.

**8.2 Set Off**

In the event that a Party fails to make any payment or provide any sum when required under this Agreement, without limiting or waiving any other right or remedy that amount may be set off against and applied to any sum of money owed by a Party to the Party in default of the payment obligation.

**8.3 Force Majeure**

Whenever and to the extent that any Party shall be unable to perform, or shall be delayed or restricted in the full performance of, any obligation within this Agreement (other than any financial or payment obligation under this Agreement) by reason of an event of Force Majeure, such Party shall, so long as any such impediment exists, be relieved from the performance of such obligation to the extent restricted or prevented by that event of Force Majeure, and the other Party shall not be entitled to compensation for any damage, inconvenience, nuisance or discomfort caused by such delayed or restricted performance. Provided always that such relief shall in any event be limited to a maximum period of one hundred and eighty (180) days.

**ARTICLE 9 - GENERAL**

**9.1 Dispute Resolution**

In the event of the disagreement between the Parties with respect to any issue, matter or thing arising from this Agreement (other default in payment of the financial obligation) the Parties shall refer such dispute to be resolved pursuant to the Intermunicipal Dispute Resolution Procedures provided within the Parties' respective Intermunicipal Collaboration Frameworks which include, but are not limited to negotiation, mediation and arbitration.

**9.2 Notice**

Whether or not stipulated in this Agreement, all notices, communication, requests and statements (the "Notice") required or permitted under this Agreement shall be in writing. Notice shall be served by one of the following means:

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

All Notices to be sent in accordance with this Agreement shall be addressed as follows:

- Village of Caroline**  
 PO Box 148  
 Caroline, AB T0M 0M0  
 Email: [cao@caroline.ca](mailto:cao@caroline.ca)  
**Attention: OFFICE OF THE CHIEF ADMINISTRATION OFFICER**
- Summer Village of Burnstick Lake**  
 PO Box 501  
 Caroline, AB T0M 0M0  
 Email: [burnstick8@gmail.com](mailto:burnstick8@gmail.com)  
**Attention: OFFICE OF THE CHIEF ADMINISTRATION OFFICER**
- Clearwater County**  
 PO Box 550  
 Rocky Mountain House, AB T4T 1A4  
 Email: [corporateservices@clearwatercounty.ca](mailto:corporateservices@clearwatercounty.ca)  
**Attention: OFFICE OF THE CHIEF ADMINISTRATION OFFICER**

Or such other address, fax number or email address as the Parties may respectively designate from time to time.

**9.3 Assignment**

The Parties shall not assign this Agreement and shall not grant any rights to any person, firm or corporation to use Regional Emergency Management Program or the work product derived therefrom, except as permitted by this Agreement.

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**9.4 Severable**

If any portion of this Agreement is unenforceable for any reason, that portion shall be severed, and the balance of the Agreement shall remain and be binding.

**9.5 Interpretation and Amendments**

This Agreement as and from its effective date replaces and extinguishes all prior agreements between the Parties relation to Regional Emergency Management Program. Agreements that follow this effective date will be considered as enhancements not replacements. This Agreement is the entire Agreement between the Parties in respect to the issues contained herein related to Regional Emergency Management Program and it may not be and shall not be amended or altered in any way other than by an amending agreement in writing duly executed by the Parties and expressly and by its terms referable to this Agreement and the provisions so amended. No verbal agreements, courses of conduct or documents that have not been so executed shall apply or be asserted at any time in such respects.

**9.6 Counterparts**

This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and, notwithstanding their date of execution, shall be deemed to bear date as of the date of this Agreement.

**9.7 Time**

Time shall be of the essence of this Agreement.

**9.8 Enurement**

This Agreement shall enure to the benefit of and be binding upon the Parties hereto, their heirs, executors, administrators, successors and permitted assigns.

**9.9 Governing Laws**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

*[Remainder of Page Left Blank. Signature Page to Follow]*


Initials

In Witness Whereof the Parties hereto have executed this Agreement as of the day and year first above written.

**VILLAGE OF CAROLINE**

Per: \_\_\_\_\_

Per: \_\_\_\_\_ c/s

**SUMMER VILLAGE OF BURNSTICK LAKE**

Per: \_\_\_\_\_

Per: \_\_\_\_\_ c/s

**CLEARWATER COUNTY**

Per: \_\_\_\_\_

Per: \_\_\_\_\_ c/s

Initials


To: Village Council  
From: Craig Curtis, CAO  
Re: Campground/Farmer's Market Agreement

Date: May 28<sup>th</sup>, 2021

The Caroline RV Park and Campground is currently leased to the Farmer's Market Association for its weekly market, as well as other special events. The Caroline Agricultural Society has recently proposed to operate the campground within the context of the current lease. The Farmer's Market Association, the Caroline Agricultural Society and the Village have reached an understanding on how this could operate to the benefit of all three parties.

The implementation of the agreement is outlined in the following three agreements:

- A Memorandum of Understanding (MOU) between the three parties for the co-operative use of the campground site and facilities based on four principles:
  - \*The current agreement with the Farmers Market Association would be retained with minor amendments to permit camping and provide exclusive use of a designated area during market events, as well as right of first refusal upon renewal.
  - \* The Caroline Agricultural Society shall retain all revenue from camping and be responsible for all utility costs for the site.
  - \*The Farmer's Market Association shall operate the Farmers Market on Fridays from May 1<sup>st</sup> to September 30<sup>th</sup> and on special events, retain all revenues from its operation and be responsible for cleanup of their area after events.
  - \*The Village shall ensure that the conditions of the lease and the Memorandum of Understanding are maintained. Should the agreement be terminated "without cause" within the period ending December 31<sup>st</sup>, 2024, the Village shall compensate the Agricultural Society for any directly incurred costs for improvements.



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- A Lease Amending Agreement between the Village and the Farmer's Market Association to permit camping on the site and the joint use of amenities.
  - A new lease Agreement between the Village and the Caroline Agricultural Society for the use of the former tourist booth and RV sani dump for use in support of the campground.

### Recommendation:

That the Council of the Village of Caroline

- Approve the Memorandum of Understanding (MOU) between the Village, the Farmer's Market Association, and the Caroline Agricultural Society for the joint operation of the RV Park/Campground area.
- Approve the Lease Amending Agreement between the Village and the Farmer's Market Association to permit camping within the current lease area and right of first refusal upon renewal.
- Approve the Lease agreement between the Village and the Caroline Agricultural society for the use of the former tourist booth and RV sani dump as amenities to serve the campground.

MEMORANDUM OF UNDERSTANDING between:

The Village of Caroline,

AND

The Caroline Agricultural Society

AND

The Caroline Farmer's Market Association

The parties to this Memorandum of Understanding agree as follows:

1. The RV Park /Campground area, east of the Wheels of Time Museum, is currently leased to Farmers Market for a term beginning on October 29<sup>th</sup>, 2019 and ending on December 31, 2024. This lease shall be amended as follows:

- Clause 3 be amended to include "general camping."
- Clause 8 shall be amended to facilitate the operation of the campground, in accordance with the terms in this Memorandum of Understanding.
- Clause 15 shall be amended to provide the Farmer's Market Association the first right of refusal in terms of renewing the lease.
- Clause 19 shall be amended to clarify that the "rules and regulations" shall be reasonable and be in accordance with standard practice and provincial legislation.

2. The parties agree that a portion of the leased area be operated as a campground by the Agricultural Society for a period ending on December 31, 2024. The areas designated for market and camping shall be agreed upon between the Farmer's Market Association and the Agricultural Society and be generally in accordance with Plan "A" attached. Site #17 will not be leased for camping on market days. During the term of this agreement, the infrastructure of the campground may be upgraded by the Agricultural Society at its own cost and subject to the approval of the Village.

3. The Farmer's Market may be operated on Fridays from May 1<sup>st</sup>. to September 30<sup>th</sup> within the designated area and other mutually agreed dates for special market events.

4. The Agricultural Society shall receive all revenues from the campground and be responsible for maintenance of the whole site as well as the costs of electricity, water and sewage disposal, during the term of this agreement

5. The Farmer's Market Association shall retain all revenues from the market operation and be responsible for cleanup of the market site after its events.

6. The Village shall lease the former tourist booth and RV sani dump to the Agricultural Society for a term concurrent with the campground lease at an annual cost of \$1.00. The building may be upgraded by the Society at its own cost and subject to approval by the Village.

6. The Village shall ensure that the terms and conditions of the lease agreements and the Memorandum of Understanding are fully complied with. Should the agreement be terminated by the Village "without

cause" prior to December 31<sup>st</sup>, 2024, the Village will compensate the Caroline Agricultural Society for the cost of capital improvements incurred directly for improvements to the RV/Campground site.

IN WITNESS WHERE OF the parties to this Memorandum of Understanding have duty affixed their signatures on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Village of Caroline

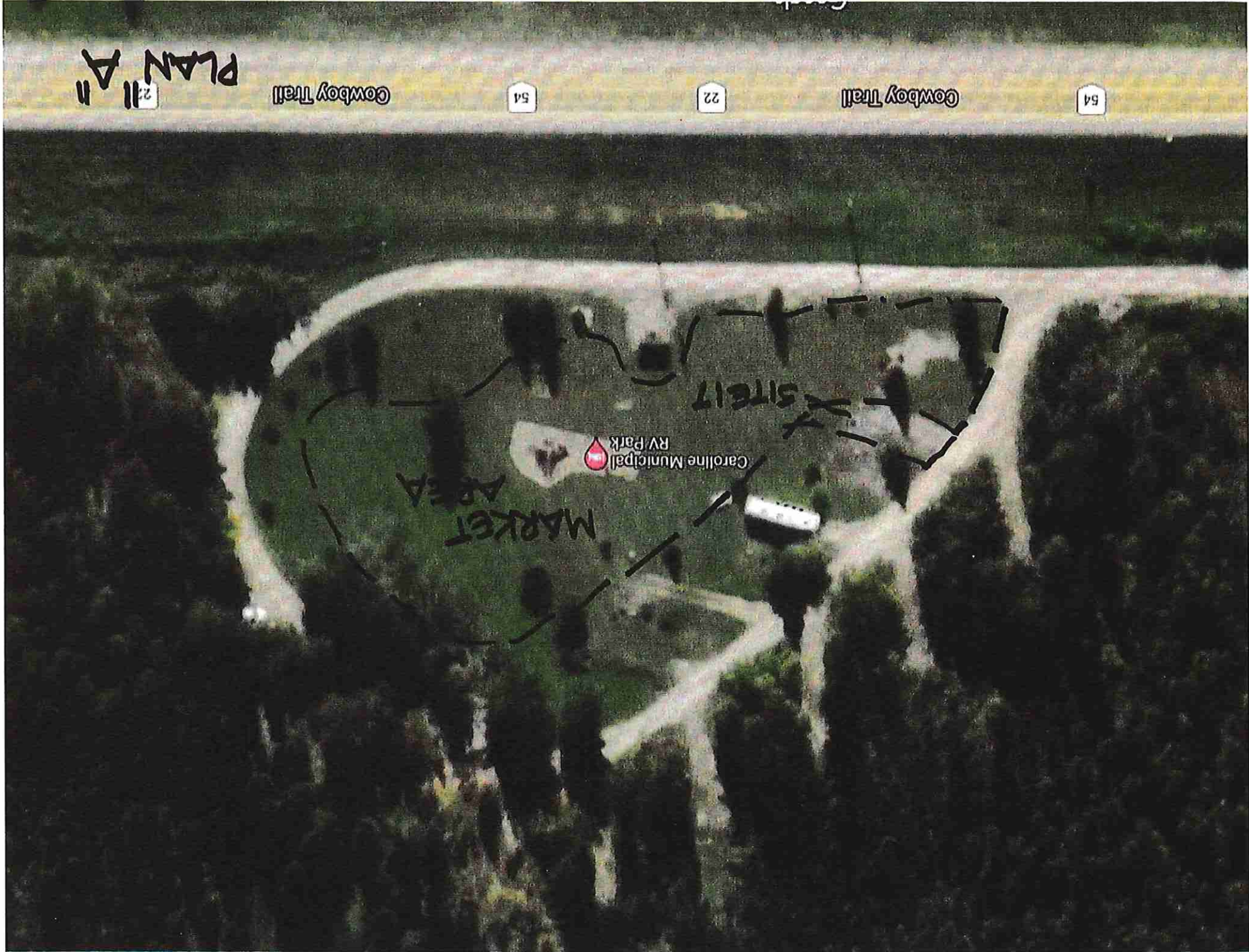
\_\_\_\_\_  
(Witness) Per: \_\_\_\_\_

Caroline's Farmer's Market

\_\_\_\_\_  
(Witness) Per: \_\_\_\_\_

Caroline Agricultural Society

\_\_\_\_\_  
(Witness) Per: \_\_\_\_\_



PLAN A  
211

Cowboy Trail

54

22

Cowboy Trail

54

SITE 17

Caroline Municipal  
RV Park

MARKET  
AREA

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**LEASE AMENDING AGREEMENT**

THIS LEASE AMENDING AGREEMENT dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**BETWEEN:**

Village of Caroline of P.O Box 148 at 5004-50 AVE Caroline, AB T0M 0M0

Telephone: 403-722-3781 Fax: 403-722-4050

(the "Landlord")

**AND**

Caroline Farmer's Market of 35539 Range Road 31, Red Deer, AB T4G 0K8

(the "Tenant")

**BACKGROUND**

- A. The Landlord and Tenant entered into the lease (The Lease Agreement) dated October 29<sup>th</sup>, 2019 for the property described as the RV Park /Campground Area (60054 Highway 54, Caroline, AB T0M 0M0) which is Provincially owned land leased to the Village
- B. The landlord and the tenant desire to amend the lease agreement on the terms and conditions set forth in the lease amending agreement (The "Agreement") which will take effect on \_\_\_\_\_, 2021

IN CONSIDERATION of the Landlord and Tenant agreeing to amend the existing Lease Agreement and other Valuable Consideration, the Receipt and influences of which is hereby acknowledged both parties, agree to keep, perform and fulfill the promises, conditions and adjustments below:

**AMENDMENTS**

- 1. The Lease Agreement is amended as follows.
  - A. Clause 3 shall be amended to read:  
The space will be used only for the purpose of Market Village, **Municipal Camping**, and Community Events
  - B. Clause 8  
The tenant agrees not to sublease any portion of the property at any time but shall permit the Caroline Agricultural Society to operate a campground and a portion of the Leased property, in accordance with a joint Memorandum of Understanding

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(MOU) between the Landlord and the Tenant and the Caroline Agricultural Society  
dated: \_\_\_\_\_

C. Clause 15

The renewal of the Lease term shall be every Five (5) Years beginning January 1, 2025. The Tenant shall have first right of refusal to renew. The Tenant will provide for Council's consideration, an Annual Update and Future plans for the Market Village each year in October.

D. Clause 19

The Tenant will obey the rules and regulations posted by the Landlord regarding the use and care of the property and common facilities that are provided for the use of the Tenant in and around the Property. Such rules and regulations shall be reasonable and in accordance with standard practice and Provincial legislation.

2. No other changes except as otherwise expressly provided in this agreement. All the terms and conditions of the lease agreement remain unchanged and in full force and effect.

3. Incorporation

This agreement incorporates and is subject to the Lease Agreement.

IN WITNESS WHERE OF the parties to this Lease Agreement have duty affixed their signatures on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Village of Caroline (Landlord)

\_\_\_\_\_  
(Witness)  
Per: \_\_\_\_\_

Caroline's Farmer's Market (Tenant)

\_\_\_\_\_  
(Witness)

Per: \_\_\_\_\_

PER: \_\_\_\_\_

**LEASE AGREEMENT**

THIS LEASE (the "Lease") dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**BETWEEN:**

Village of Caroline of PO Box 148 at 5004-50 Ave, Caroline AB TOM0M0

Telephone: 403-722-3781 Fax: 403-722-4050

(the "Landlord")

**AND**

Caroline Agricultural Society 5103 48<sup>th</sup> AVE

(the "Tenant")

**IN CONSIDERATION OF** the Landlord leasing the former tourist booth and RV sani dump to the Tenant, the Tenant leasing the building from the Landlord and the mutual benefits and obligations set forth in the Lease, the Parties to this Lease agree as follows:

1. The Landlord agrees to Lease to the Tenant the municipal property described as the former tenant booth and RV sani dump at 60054 Hwy 54 Caroline, AB TOM 0M0.
2. The facilities will be used only for the purpose of servicing the municipal campground.
3. The term of the Lease will commence at 12:00 noon on \_\_\_\_\_, 2021 and ends at 12:00 noon on December 31, 2024.
4. The Tenant will pay an annual fee of \$1.00 rent due upon execution of this document and on January 1<sup>st</sup> thereafter. The Tenant shall not be responsible for any portion of Property Tax assessed to the said property.
5. Improvements to the property including but not limited to maintenance will be the responsibility of the Tenant.
6. The Tenant shall be responsible for the utilities within the building.
7. The Tenant agrees not to Sub Lease any portion of the Property at any time. However, the Tenant may collect User Fees as per the operation of the municipal campground.
8. The Tenant will designate space to accommodate parking.
9. The Tenant will provide Public Liability Insurance for the said use of the property.



10. The Tenant will not make or allow to be made, any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort of neighbors.
11. The Tenant will not engage in any illegal trade or activity on the Property.
12. The Tenant will comply with standards of health, sanitation, fire and safety as required by law.
13. The Tenant will not keep or have on the Property any article of dangerous, flammable or explosive character that might unreasonably increase the danger of a hazard as considered by any responsible insurance company.
14. The renewal of the Lease Term shall be every considered subject the renewal of the lease with the Province and the Memorandum of Understanding between the Village, the Farmer's Market Association and the Agricultural Society
15. If the Tenant is unable or unwilling to renew the lease, the Tenant will provide Notice of Non-Renewal to Council Six (6) Months prior to the end of the lease.
16. In the event the Tenant does not renew the Lease, the Tenant will quit and surrender the Property in as good a state and condition as it was at the commencement of this Lease, considering reasonable use and wear by the elements expected and shall remove all Tenant's possessions.
17. Any waiver by the Landlord of any failure by the Tenant to perform the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
18. The Tenant will obey the rules and regulations posted by the Landlord regarding use and care of the Property and common facilities that are provided for the use of the Tenant in and around the Property. Such rules and regulations shall be reasonable and in accordance with standard practice and provincial legislation
19. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, of each party to this Lease. All covenants are to be construed of this Lease. All changes to Tenant's respective heirs, executors, administrators, successors, and assigns must be provided in writing to Landlord within 30 days of change.
20. This Lease will constitute the agreement between the Landlord and the Tenant.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures

on this \_\_\_\_\_ day of \_\_\_\_\_, 2021

Village of Caroline (Landlord)

\_\_\_\_\_  
Per: \_\_\_\_\_

(Witness)

Caroline Agricultural Society (Tenant)

\_\_\_\_\_  
Per: \_\_\_\_\_

(Witness)

\_\_\_\_\_  
Per: \_\_\_\_\_

12

LEASE AGREEMENT

THIS LEASE (the "Lease") dated this 29<sup>th</sup> day of October, 2019

**BETWEEN:**

Village of Caroline of PO Box 148 at 5004-50 Ave, Caroline AB TOMOMO

Telephone: 403-722-3781 Fax: 403-722-4050

(the "Landlord")

**AND**

Caroline Farmer's Market of 35539 Range Road 31, Red Deer County AB T4G 0K8

(the "Tenant")

**IN CONSIDERATION OF** the Landlord leasing the land to the Tenant, the Tenant leasing the land from the Landlord and the mutual benefits and obligations set forth in the Lease, the Parties to this Lease agree as follows:

1. The Landlord agrees to Lease to the Tenant the municipal property described as the RV Park Campground area of 60054 Hwy 54 Caroline, AB TOM OMO.
2. The Landlord shall provide access to non-potable water in the campground area via a hydrant during the frost-free months of the year.
3. The space will be used only for the purpose of Market Village and Community Events.
4. The term of the Lease will commence at 12:00 noon on Oct. 29, 2019 and ends at 12:00 noon on December 31, 2024. The Lease will be subject to renewal upon agreement of both parties as per item #12 of this document.
5. The Tenant will pay an annual fee of \$1.00 rent due upon execution of this document and on January 1<sup>st</sup> thereafter. The Tenant shall not be responsible for any portion of Property Tax assessed to the said property.
6. Improvements to the property including but not limited to maintenance will be the responsibility of the Tenant.
7. The Tenant shall be responsible for the electrical at the powered sites within the campground.

- 13
8. The Tenant agrees not to Sub Lease any portion of the Property at any time however the Tenant may collect User Fees as per the Alberta Farmer's Market Association bylaws and guidelines.
  9. The Tenant will designate space to accommodate parking.
  10. The Tenant will provide Public Liability Insurance for the said use of the property.
  11. The Tenant will not make or allow to be made, any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort of neighbors.
  12. The Tenant will not engage in any illegal trade or activity on the Property.
  13. The Tenant will comply with standards of health, sanitation, fire and safety as required by law.
  14. The Tenant will not keep or have on the Property any article of dangerous, flammable or explosive character that might unreasonably increase the danger of a hazard as considered by any responsible insurance company.
  15. The renewal of the Lease Term shall be every Five (5) Years beginning January 1, 2025. The Tenant will provide for Council's consideration, an Annual Update and Future Plans for the Market Village each year in October.
  16. If the Tenant is unable or unwilling to renew the lease, the Tenant will provide Notice of Non-Renewal to Council Six (6) Months prior to the end of the lease and include Operational Costs with such notice.
  17. In the event the Tenant does not renew the Lease, the Tenant will quit and surrender the Property in as good a state and condition as it was at the commencement of this Lease, considering reasonable use and wear by the elements expected and shall remove all Tenant's possessions.
  18. Any waiver by the Landlord of any failure by the Tenant to perform the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
  19. The Tenant will obey the rules and regulations posted by the Landlord regarding use and care of the Property and common facilities that are provided for the use of the Tenant in and around the Property.
  20. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, of each party to this Lease. All covenants are to be construed of this Lease. All changes to Tenant's respective heirs, executors, administrators, successors, and assigns must be provided in writing to Landlord within 30 days of change.

21. This Lease will constitute the agreement between the Landlord and the Tenant.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures  
on this 29<sup>th</sup> day of October, 2019

Village of Caroline (Landlord)



(Witness)

Per: 

Caroline Farmer's Market (Tenant)



(Witness)

Per: 

Per: \_\_\_\_\_



## Clearwater Regional Fire Rescue Services Fire Chief's Report April 2021

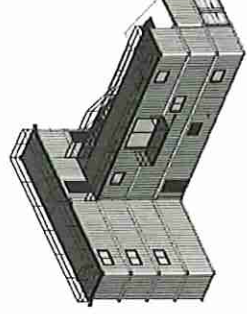
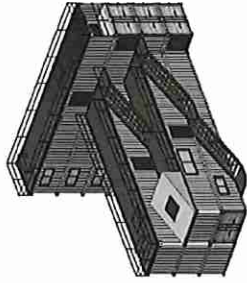
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1. The Wildland Urban Interface Team continues to work on drone mapping inventory throughout higher density residential areas for the purpose of structural protection pre-planning, and emergency planning. The team has also flown two missions for Ag Services, one to develop a new map for Cowboy Trail Campground, and another to look for a beaver dam.

With the extension of the Wildland Urban Interface grant by Alberta Ag & Forestry and the program carrying into March 31, 2022, HQ staff are working to fill the fourth WUI position with an internal applicant within the next few weeks.

2. Regional Fire Staff are exploring an initiative which involves use of Alberta Public Lands campsites at the Ranger Station outside of Nordegg. This partnership may allow for emergency first responders (firefighters, CPO or RCMP) use of the campsite with their families to pre-stage first responders in the region if they are on call in the West Country area or for use during joint force operations. CRFRS hopes this will bolster the number of firefighters 'on call' for the Nordegg area over the 2021 summer season. A meeting was held with Public Lands, and a memorandum of understanding was drafted.

3. The Firefighter Training Tower design plans have been finalized and the next steps are for engineered drawings to be created. All interior work will be completed at the manufacturing facility and assembled on site. Onsite assembly is scheduled for August. Below is a mock-up of the training tower.



4. A modernized agreement between Clearwater County and Rocky Mountain House Volunteer Search and Rescue has been drafted after a meeting held between CRFRS, SAR and RCMP on April 27. The agreement replaces an expired agreement for vehicle maintenance and an MOU between Clearwater County and Rocky Search & Rescue. During this meeting, a standard operating guideline utilized by CRFRS for the front country and back country rescues was finalized with plans to have this in place before the May Long weekend. An additional

agreement related to mutual aid has been drafted between the County and SAR for future consideration.

5. The search for the next Assistant Fire Chief continues. Although there were a handful of great candidates in the last round of applications, the Director and Chief Officers team are extending the search to try and recruit the best candidate and fit for the next AC for Training and Logistics.
6. HQ Staff developed and presented virtually to senior staff at Red Deer Dispatch a presentation of complexities in our region and set-up dispatch tours for CRFRS Officers. Two firefighter tours of dispatch occurred with more to be conducted in the fall, as the main dispatch center is under renovation now.
7. Certified Training in April:
  - 1072 – Hazmat (13 Students)
  - 1001 – 2 (12 Students)
  - 1051 Wildland – (8 Students)
8. Apparatus Update:
  - Old 913 – This mechanical spare and deployment unit was decommissioned by fleet and sold at auction.
  - Old 301 – is now the new 913 and is used as a mechanical spare and deployment unit.
  - Old 303 – This unit and 301 was replaced with Squad 313; the fleet department decommissioned this unit and it was sold at auction.
  - Old 101 – presently in fleet compound, we have a verbal offer to trade in this unit for an amount equivalent to \$35,000. If the trade offer does not come to fruition, this unit will be kept as a mechanical spare over the summer as the WUI program has extended and then auctioned.
  - Old 602 – was traded in by fleet for an equivalent value of \$15,000 and has been picked up by the dealer.
  - Old 102 – As it has less miles and in better shape this truck as replaced the old 602 until the new 602 arrives in early 2022.
  - Old 908 – the unit number was changed to 905, as a unit number reconfiguration to clear up a previous gap in the units. We will be keeping this unit in-service until the ordered 2021 command units arrival and they are in service in fall.

#### 9. Capital Planning:

Regional staff along with the CRFRS Apparatus & Equipment Committee have begun the research and spec building for units 600 and 604 in the 10-year Capital plan for 2022. Unit 604 & 600 was due for replacement in the 2021 Capital budget however during the Intermunicipal Collaboration Committee (ICC) budget deliberations the two units were deferred one year.

2022 budget capital items:

- Balance of Replacement of 602 (Tender), ordered in 2021

- Replacement of 901 (Command Unit)
- Deposit for Replacement of 604 (Aerial), balance in 2023
- Deposit for Replacement of 600 (Engine), balance in 2023
- Deposit for Replacement of 302 (Tender), balance in 2023
- Phase 2 Portion of a 3 Phase plan to replace Self Contained Breathing Apparatus for Rocky station

April POC Time Summary:

Descriptions	Number of Sessions	Total Session Hours	Total Man Hours
Practice	24	81.75	995.60
Regional Training	22	121.75	1109.00
Other	9	35.25	35.25
Casual Hours	16	78.25	108.25
Incidents	44	100.21	687.39
<b>Subtotal</b>	<b>112</b>	<b>502.50</b>	<b>4368.40</b>

Statistics:

April 2021 Call Statistics						
Rescue	8	Investigation	4	Fire	21	Medical
Motor Vehicle	6	Fire Investigation	0	Structure	3	Co-Response
Ice/Water	0	Fire Inspection	0	Brush/Grass	2	First Response
Confined Space	0	Odor Complaint	0	Wildland	13	
Technical Rope	0	Public Hazard/ Public Service	1	Motor Vehicle	1	
Farm	1	Carbon Monoxide	0	Oil & Gas		
Industrial	0	False Alarm	3	Other	2	
Power Lines	0					
OHV	0					
Other	1					

April 2021 Station Statistics					
First Due	44	Assistance	30	Location	44
Stn#10 Leslieville	5	Station 10	13	Clearwater County	31
Stn#20 Condor	8	Station 20	8	RMH	9
Stn#30 Caroline	11	Station 30	1	Caroline	3
Stn#50 Nordegg	3	Station 50	0	Out of Area – Mutual Aid	1
Stn#60 Rocky	17	Station 60	8		





# TOWN OF REDCLIFF

P.O. Box 40, 1 - 3rd Street N.E.  
Redcliff, Alberta, T0J 2P0  
Phone 403-548-3618  
Fax 403-548-6623  
redcliff@redcliff.ca  
www.redcliff.ca

May 18, 2021

Honorable Kaycee Madu  
Minister of Justice and Solicitor General  
424 Legislature Building  
10800-97 Avenue  
Edmonton, Alberta T5K 2B6

## RE: Town of Redcliff Support for the RCMP

Dear Minister Madu,

On behalf of the Town of Redcliff Council, I would like to express our support of the continuation of RCMP services in the province. We are disappointed in the Province of Alberta's reluctance to accept the results of its own consultative process against moving forward with plans that appear to want to replace the RCMP with an Alberta Provincial Police Service.

Historically, the Town of Redcliff has provided its own police services to our community with little funding support from the province, managing and maintaining its policing services since incorporation in 1911 through to 1992. In 1992, for a period of five years, the Town of Redcliff contracted with the City of Medicine Hat and the City Police provided policing services to the Town of Redcliff. Since 1997 the Town has contracted with the RCMP for police services. The Town takes pride in its unique history and experience with building upon our local services and developing quality relations with the RCMP.

Since 1997 our local RCMP detachment has served our community with high-quality service and responsiveness; we have found the RCMP have a willingness to collaborate on local events and projects and a sense of community and partnership. With their resources and experience they have introduced important community initiatives such as Victims Assistance, Drug and Alcohol Resistance Education (DARE), Citizens on Patrol (COP), Rural Crime Watch, and South Eastern Alberta Search and Rescue (SESAR). The RCMP has a recognizable presence, respect and trust built on years of service and tradition.

In light of the difficult and uncertain economic times, the Town considers that the expenditure required to complete such a change to a Provincial Police force is concerning. As the transition costs are inadequately explained, the Town is concerned that operating costs will inevitably rise,

resulting in increased costs borne by Municipalities and requiring additional taxation to our residents. As well, we cannot be assured, with the current information, that our level of service will remain the same or have any marked improvement justifying the cost of change.

The Town of Redcliff urges you to adhere to the Fair Deal Panel's respondents' consultations, abandon the Provincial Police Force concept, and focus efforts on issues and needs that are of significant concern to Albertans.

Regards,



Dwight Kilpatrick  
Mayor

CC: The Honorable Jason Kenny, Premier  
The Honorable Ric McIver, Minister of Municipal Affairs  
Rachel Notley, Leader of the Opposition  
Michaela Glasgo, MLA  
AUMA Members  
RMA Members



## Village of Rycroft

Box 360  
Rycroft Alberta  
T0H 3A0

Telephone: 780 765 3652  
Fax: 780 765 2002  
Website: [www.rycroft.ca](http://www.rycroft.ca)

May 20, 2021

Minister of Justice and Solicitor General  
The Honourable Kaycee Madu  
424 Legislature Building  
10800-97 Avenue  
Edmonton, Alberta  
T5K 2B6

email: [ministrvofjustice@gov.ab.ca](mailto:ministrvofjustice@gov.ab.ca)

RE: Village of Rycroft Support for the RCMP

On behalf of Council, I am sending you this letter joining our municipal peers in confirming support for our current policing system, and the positive level of service the residents of Rycroft and region are receiving from the RCMP.

Council has no issue with the service we are currently receiving from our local RCMP detachment in Spirit River. The RCMP regularly appear at Council meetings to update Council on happenings in the region and have always been responsive to our requests for service. They are partners in assisting the municipality in managing the community. It would be discouraging and costly to our ratepayers to have them removed and replaced.

In reviewing information available, we do not see where a new police force would improve efficiency, or quality of life for our residents. In fact, as our challenges remain economic based, changing out the current system with a new system appears that it will result in an increase of economic burden on our operation.

Council agrees with the other municipalities whose letters have been copied to us that Province should be focusing their efforts on working with the RCMP. Rather than remove one service and replace it with an equivalent one, we encourage resources be invested in improving the current system, which is working well in our community.

Sincerely,

A handwritten signature in black ink, appearing to read "James Verquin", is written over a large, stylized, oval-shaped graphic element.

James Verquin  
Mayor  
Village of Rycroft

C. The Honourable Jason Kenney, Premier [premier@gov.ab.ca](mailto:premier@gov.ab.ca)  
The Honourable Ric McIver, Minister of Municipal Affairs [minister.municipalaffairs@gov.ab.ca](mailto:minister.municipalaffairs@gov.ab.ca)  
Todd Loewen, MLA Central Peace-Notley [centralpeace.notley@assembly.ab.ca](mailto:centralpeace.notley@assembly.ab.ca)  
Chris Warkentin, MP Grande Prairie-Mackenzie [chris.warkentin.c1@parl.gc.ca](mailto:chris.warkentin.c1@parl.gc.ca)  
RCMP Spirit River Detachment [Brvce.tatzwell@rcmp-grc.gc.ca](mailto:Brvce.tatzwell@rcmp-grc.gc.ca)  
AUMA and RMA members

The Town of Falher council stands with:

- The 65% of respondents to the Fair Deal Panel survey that voiced opposition to a Provincial Police Force.
- The County of Paintearth No. 18
- The County of St. Paul
- Municipality of Crowsnest Pass
- Town of Diasbury
- Town of Magrath
- Town of Edson
- Village of Hill Spring
- Town of Morinville
- Town of Redcliff
- Village of Rycroft
- Any and all other citizens, municipalities, and organizations who have not voiced their opinions, yet.

The Provincial Government continually encourages (and legislatively mandates) that municipal governments work together in a cohesive manner, perhaps they should take a page from their own book rerouting the funds allocated for research of an Alberta Police Service towards building stronger relationships with the RCMP and with Federal Partners.

Sincerely,



Donna Buchinski  
Mayor

cc: The Honourable Jason Kenney, Premier  
The Honourable Ric McIver, Minister of Municipal Affairs  
Rachel Nofley, Leader of the Official Opposition  
Todd Loewen, MLA Central Peace-Nofley  
AUMA Members  
RMA Members



# Town of FALHER

*"Honey Capital of Canada"*

May 20, 2021

Honourable Kaycee Madu  
Minister of Justice and Solicitor General  
424 Legislature Building  
10800-97 Avenue  
Edmonton, Alberta T5K 2B6

**RE: Town of Falher Support for the RCMP**

Dear Minister Madu,

This letter is presented as a token of support on behalf of the Town of Falher towards the Royal Canadian Mounted Police (RCMP) and also as a motion of opposition to the Provincial Government's recent proposal for an Alberta Provincial Police Force.

Upon review of information made available by AUMA it has become abundantly clear to our entire council that blindly forging forward would come at an enormous cost to our province, and specifically its residents. The newly established Police Funding Model has already delivered a hit to small rural urban municipal budgets with a relatively small impact felt in terms of day to day deliverables in our communities. Continuing with a Provincial Police Force would come at an exorbitant cost with no assurance with a benefit in service.

Just today, S&P Global Ratings has downgraded Alberta's credit rating from 'A+' to 'A' while cautioning that additional downgrades in the near future are very possible if new fiscal measures are not adopted in a post-COVID19 Alberta. The exploration of an Alberta based Police Force was merely financial as there is no evidence suggesting a dissatisfaction with the quality of service offered by the RCMP to the magnitude that would warrant such an expense. To ask any and all residents of this province to fund such an ill-advised endeavour can only be viewed as an un-sound decision based on an act of ignoring facts, and more importantly, the voice of Albertans.

With the Provincial Government's reduction into MSI funding over the next few years and considering the infrastructure maintenance investments that all Canadian municipalities face over the coming years, local government budgets are already being stretched beyond their limits. Where exactly does the Provincial government envision the funding of a Provincial Police Service coming from? Undoubtedly, they will ask municipalities to pay, ultimately forcing local councils to play 'bad cop' by increasing municipal taxes in order to fund Provincial downloading. It is our opinion that the Provincial government needs to seriously re-evaluate its priorities.



May 25, 2021

Premier Jason Kenney  
Office of the Premier  
307 Legislature Building  
10800 - 97 Avenue  
Edmonton, Alberta T5K 2B6

Dear Premier Kenney,

**Re: Royal Canadian Mounted Police and Provincial Policing**

Council for the Town of Mayerthorpe strongly opposes the establishment of a provincial police force and unanimously supports the continuation of the Royal Canadian Mounted Police (RCMP) as Alberta's primary law enforcement agency.

The Royal Canadian Mounted Police are the foundational law enforcement agency in our nation and in Alberta. The RCMP are as iconic and recognized as the Canadian Flag. The Royal Canadian Mounted Police service continues to be a beacon for people of all nationalities fleeing from the lawlessness of other countries. The agency continues to be held in a position of utmost respect throughout the world.

Mayerthorpe Town Council does not support the Fair Deal Panel recommendation to establish a provincial police force. We acknowledge that the Province has contracted Price Waterhouse Coopers to complete an analysis and we anticipate further information on this topic.

Respectfully,

  
Janet Jabusch  
Mayor

cc. Ric McIver, Minister of Municipal Affairs  
Barry Morishita, President of Alberta Urban Municipalities Association  
Paul McLaughlin, President of Rural Municipalities Association  
Kacee Madu, Minister of Justice & Solicitor General  
Shane Getson MLA, Parkland Lac Ste. Anne  
Alberta Municipalities



Town of Stavely  
Box 249  
Stavely, AB.  
T0L 1Z0  
Office: 403-549-3761  
Fax: 403-549-3743

May 26, 2021

Honourable Kaycee Madu  
Minister of Justice and Solicitor General  
424 Legislature Building  
10800 – 97<sup>th</sup> Ave.  
Edmonton, AB T5K 2B6

**RE: PROPOSED PROVINCIAL POLICE SERVICE**

Dear Honorable Madu,

The Stavely Town Council discussed the provinces proposal of an Alberta Police Force Service at length during the Council meeting dated May 25, 2021. We, as a Council, feel strongly against replacing the RCMP with the provinces proposed Alberta Provincial Police Service (APPS).

The Town of Stavely and the local RCMP detachments have worked hard to develop, achieve and maintain a unified relationship over many years. As with any relationship it takes dedicated and focused work on behalf of both parties to achieve a mutually beneficial outcome. The Town of Stavely has been and continues to be more than satisfied with the level of service, the commitment to our community and the degree of responsiveness from each detachment that has served the Town of Stavely.

The Council is also extremely concerned with the plans to replace the RCMP with an Alberta Provincial Police Service (APPS) and the associated financial constraints this will cause our residents in these unprecedented times and in the future.

We strongly encourage the Government of Alberta to make all efforts necessary to work with the RCMP to achieve the desired results that the communities and residents of this province both deserve and need.

Yours Truly,

Gentry Hall  
Mayor  
Town of Stavely

GH/cg

Cc: The Honourable Jason Kenney, Premier  
Mr. Roger Reid, MLA for Livingstone-Macleod  
Mr. John Barlow, MP for Foothills  
K-Division, Royal Canadian Mounted Police  
Alberta Urban Municipalities Association (AUMA) Member Municipalities



# Smoky Lake County

P.O. Box 310  
4612 McDougall Drive  
Smoky Lake, Alberta T0A 3C0  
Phone: 780-656-3730  
1-888-656-3730  
Fax: 780-656-3768  
[www.smokylakecounty.ab.ca](http://www.smokylakecounty.ab.ca)

May 31, 2021

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

Email: [ministryofjustice@gov.ab.ca](mailto:ministryofjustice@gov.ab.ca)

Sent Via: E-Mail

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

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Minister,

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

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

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

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



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

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

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

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

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

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

Sincerely,



**Craig Lukinuk, Reeve  
Smoky Lake County**

p: 780-656-3730 / c: 780-656-5449

e: [clukinuk@smokylakecounty.ab.ca](mailto:clukinuk@smokylakecounty.ab.ca)

cc: Hon. Jason Kenney, Alberta Premier <[premier@gov.ab.ca](mailto:premier@gov.ab.ca)>  
Hon. Rick McIver, Interim Minister of Municipal Affairs <[minister.municipalaffairs@gov.ab.ca](mailto:minister.municipalaffairs@gov.ab.ca)>  
Glen vanDijken, MLA for Barrhead-Athabasca-Westlock <[Athabasca.Barrhead.Westlock@assembly.ab.ca](mailto:Athabasca.Barrhead.Westlock@assembly.ab.ca)>  
Frank Bosscha, QC, Deputy Minister, Justice & Solicitor General <[JSG.DMO@gov.ab.ca](mailto:JSG.DMO@gov.ab.ca)>  
Douglas Morgan, Project Principal, Alberta Provincial Police Service Transition Study, <[douglas.morgan@gov.ab.ca](mailto:douglas.morgan@gov.ab.ca)>  
Cheryl Beck, Director, Contract Policing and Policing Oversight <[cheryl.beck@gov.ab.ca](mailto:cheryl.beck@gov.ab.ca)>  
Smoky Lake County Council <[council@smokylakecounty.ab.ca](mailto:council@smokylakecounty.ab.ca)>  
Gene Sobolewski, CAO, Smoky Lake County <[cao@smokylakecounty.ab.ca](mailto:cao@smokylakecounty.ab.ca)>  
Mr. Curtis Zablocki, Commanding Officer for Alberta, RCMP  
RMA & AUMA Members



---

May 25, 2021

Honourable Kaycee Madu  
Minister of Justice and Solicitor General  
424 Legislature Building  
10800-97 A venue  
Edmonton, Alberta T5K 2R6

**RE: Village of Milo Support for the RCMP**

Dear Minister Madu,

This letter is presented as a token of support on behalf of the Village of Milo towards the Royal Canadian Mounted Police (RCMP) and also as a motion of opposition to the Provincial Government's recent proposal for an Alberta Provincial Police Force.

Upon review of information made available by AUMA it has become abundantly clear to our entire council that blindly forging forward would come at an enormous cost to our province, and specifically its residents. The newly established Police Funding Model has already delivered a hit to small rural urban municipal budgets with a relatively small impact felt in terms of day-to-day deliverables in our communities. Continuing with a Provincial Police Force would come at an exorbitant cost with no assurance with a benefit in service.

Just today, S&P Global Ratings has downgraded Alberta's credit rating from 'A+' to 'A' while cautioning that additional downgrades in the near future are very possible if new fiscal measures are not adopted in a post-COVID 19 Alberta. The exploration of an Alberta based Police Force was merely financial as there is no evidence suggesting a dissatisfaction with the quality of service offered by the RCMP to the magnitude that would warrant such an expense. To ask any and all residents of this province to fund such an ill-advised endeavor can only be viewed as an un-sound decision based on an act of ignoring facts, and more importantly, the voice of Albertans.

With the Provincial Government's reduction into MSI funding over the next few years and considering the infrastructure maintenance investments that all Canadian municipalities face over the coming years, local government budgets are already being stretched beyond their limits. Where exactly does the Provincial government envision the funding of a Provincial Police Service coming from? Undoubtedly, they will ask municipalities to pay, ultimately forcing local councils to play 'bad cop' by increasing municipal taxes in order to fund Provincial downloading. It is our opinion that the Provincial government needs to seriously re-evaluate its priorities.

The Village of Milo council stands with:



- The 65% of respondents to the Fair Deal Panel survey that voiced opposition to a Provincial Police Force.
- Town of Falher
- The County of Paintearth No. 18
- The County of St.Paul
- Municipality of Crowsnest Pass
- Town of Didsbury
- Town of Magrath
- Town of Edson
- Village of Hill Spring
- Town of Morinville
- Town of Redcliff
- Village of Rycroft
- Any and all other citizens, municipalities, and organizations who have not voiced their opinions, yet.

The Provincial Government continually encourages (and legislatively mandates) that municipal governments work together in a cohesive manner, perhaps they should take a page from their own book rerouting the funds allocated for research of an Alberta Police Service towards building stronger relationships with the RCMP and with Federal Partners.

Sincerely,

Scott Schroeder  
Mayor

cc: The Honourable Jason Kenney, Premier  
The Honourable Ric McIver, Minister of Municipal Affairs  
Rachel Notley, Leader of the Official Opposition  
Todd Loewen, MLA Central Peace-Notley  
AUMA Members  
RMA Members



3098 Macleod Trail SW  
High River, Alberta Canada T1V 1Z5  
P: 403.652.2110 F: 403.652.2396  
www.highriver.ca

May 19, 2021

**ACTION REQUIRED**

*VIA E-MAIL*

Village of Caroline  
Mr. John Rimmer  
PO Box 148  
Caroline, AB T0M 0M0  
Email: info@villageofcaroline.com

**Attention: Mayor John Rimmer & Members of Council**

*OFFICE OF THE MAYOR*

**RE: Proposed Alberta Coal Restriction Policy**

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Dear Your Worship & Members of Council:

Your input on the future of the Eastern Slopes of the Rockies is important to the long-term health of our water resources and their ability to provide clean drinking water to all communities in the Province. The Town of High River remains concerned about the negative impacts coal mining will have on our communities, landscapes, water resources, and future generations. We are requesting your support for our version of a new policy that reflects our desire to protect the Eastern Slopes and our water resources in perpetuity.

The Town of High River has met with the Coal Policy Committee and agreed to prepare a framework that would see coal exploration and development banned along the Eastern Slopes. At our May 10, 2021 Regular Meeting, Council unanimously supported the wording outlined below and we are requesting all Alberta Municipalities join us in supporting the proposed policy.

Specifically, the Town's proposed **Alberta Coal Restriction Policy** would be effective November 15, 2021 and has three key principles:

1. No further coal exploration or development will be permitted on the Eastern Slopes of Alberta. There will no longer be categories within this area and, instead, there would only be one area defined today as the Eastern Slopes.
2. Existing coal mining operations in the Hinton/Grande Cache areas will be permitted to retire gracefully.
3. Reclamation of lands disturbed by coal exploration activities with coal exploration permits issued prior to February 8, 2021 must be reclaimed no later than December 31, 2025.

Our rationale for the three principles of the Alberta Coal Restriction Policy are as follows:

1. The inherent value of the Eastern Slopes only exists with the landscape remaining intact.
2. The headwaters and landscapes of the Eastern Slopes are critical to the future of our province. Our communities, agriculture production, food production, tourism, and recreation all rely on these landscapes existing and their watersheds producing clean water. Water is a limited resource that we all require to exist. The Town is strongly opposed to any activity that increases the likelihood of water contamination. Once a waterway has been contaminated by coal mining, this action cannot be reversed. Our future generations depend on us protecting this resource.
3. The negative impacts on the environment, human health, animal health and existing economies far outweigh the new jobs, taxes, royalties or economics that may be generated as a result of coal development in this area.

The Town will collect all feedback received and report back to the Coal Policy Committee in July 2021.

**If you are in support of the proposed policy wording, please send a signed letter to myself or acknowledge your support utilizing the endorsement below. Please send all letters and feedback to [csnodgrass@highriver.ca](mailto:csnodgrass@highriver.ca), with a copy to [legislativeervices@highriver.ca](mailto:legislativeervices@highriver.ca) no later than July 15, 2021.**

I will then present this policy to the Coal Policy Committee along with the feedback received. If you are interested in participating in the presentation of this policy to the Coal Policy Committee, please contact me at the above noted email address.

Thank you for considering supporting this important initiative.

If you have any questions, please contact me.

Sincerely,



Craig Snodgrass  
Mayor  
Cell: 403.652.9489

CS/cp/kr

**Endorsement of Support**

On behalf of the City/Town/Village of

\_\_\_\_\_

I, \_\_\_\_\_

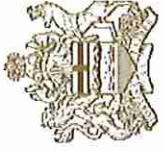
, can advise that the City/Town/Village of

\_\_\_\_\_

supports the proposed Alberta Coal Restriction Policy as prepared above.

\_\_\_\_\_

Signature



**ALBERTA**

ENVIRONMENT AND PARKS

*Office of the Minister  
Government House Leader  
MLA, Rimbey-Rocky Mountain House-Sundre*

111127

May 14, 2021

His Worship John Rimmer, Mayor  
Village of Caroline  
PO Box 148  
Caroline AB T0M 0M0  
[jrimmer@villageofcaroline.com](mailto:jrimmer@villageofcaroline.com)

Dear Mayor Rimmer:

Thank you for reaching out regarding coal mine regulations in Alberta. I have spoken with my colleague the Honourable Sonya Savage, Minister of Energy, and I would like to provide the following update.

After hearing concerns Albertans raised about surface mining in the eastern slopes, Minister Savage reinstated the 1976 Coal Policy on February 11, 2021. This includes reinstating the four coal categories, which stated where and how coal leasing, exploration and development could occur. In addition, Minister Savage issued a directive to the Alberta Energy Regulator indicating that no mountain-top removal will be permitted. All the restrictions under the 1976 coal categories apply, including all restrictions on surface mining in Category 2 lands. You can find details on the direction provided to the Alberta Energy Regulator at <https://inform.energy.ab.ca> by searching for information letter number "2021-07."

Alberta's government remains committed to balancing responsible resource development with the needs of our diverse landscapes. In the coming months, Alberta Energy will take a closer look at Alberta's approach to coal development. As part of this process, Alberta Energy gathered the perspectives of Albertans through widespread consultation on a new, modern coal policy. You may be pleased to know that in response to Albertans' concerns, the Government of Alberta has paused all coal exploration projects in coal Category 2 lands. For more information, please visit [www.alberta.ca/coalengagement](http://www.alberta.ca/coalengagement).

We are lucky in Alberta to have some of the most beautiful landscapes in the world in our backyard. These areas will remain protected under Alberta's world-class environmental regulations for future generations to enjoy.

Sincerely,

Jason Nixon  
Minister

Minister, MLA, Rimbey-Rocky Mountain House-Sundre



ALBERTA  
MUNICIPAL AFFAIRS

*Office of the Minister  
Deputy Government House Leader  
MLA, Calgary-Hays*

AR105124

May 10, 2021

His Worship John Rimmer  
Mayor  
Village of Caroline  
PO Box 148  
Caroline AB T0M 0M0

Dear Mayor Rimmer:

The COVID-19 pandemic has created major fiscal challenges for governments all around the world. In Alberta, we are also dealing with an economic downturn caused by low world energy prices. Despite these difficulties, we remain committed to supporting Alberta's communities with significant capital investments.

As part of this commitment, I am pleased to confirm that \$1.226 billion will be allocated to municipalities and Metis Settlements in 2021 under the Municipal Sustainability Initiative (MSI). This amount front-loads MSI funding, to help you transition to more sustainable funding levels over the next few years. Funding amounts from 2021-23 will average \$722 million per year. This funding will allow local governments to sustain existing projects, continue stimulating the economy, and build the infrastructure Albertans rely on.

For the Village of Caroline:

- The **2021 MSI capital allocation is \$216,019**. This includes \$185,299 in MSI capital funding and \$30,720 in Basic Municipal Transportation Grant funding.
- The **2021 MSI operating allocation \$66,439**. This includes \$49,836 in Sustainable Investment funding.

MSI funding amounts for all municipalities and Metis Settlements are also posted on the Government of Alberta website at [open.alberta.ca/publications](https://open.alberta.ca/publications).

I look forward to working together with you to help Alberta's communities get through these challenging times.

Sincerely,

Ric McIver  
Minister

cc: Craig Curtis, Interim Chief Administrative Officer, Village of Caroline