



## **AGENDA REGULAR COUNCIL MEETING**

**April 28, 2025 @ 5:00 p.m.  
IN THE TOWN OF VALLEYVIEW  
COUNCIL CHAMBERS**

*A small town with big economic opportunities, Valleyview is on the way up!*

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- 1. CALL TO ORDER**
- 2. ACCEPTANCE OF AGENDA** (adds & deletes)
- 3. ADOPTION OF MINUTES**
  - 3.1 Regular Council Meeting Minutes 25-09 April 14, 2025
  - 3.2 Business arising from Minutes
- 4. PUBLIC HEARINGS**
  - 4.1 There are no Public Hearings
- 5. PRESENTATIONS & DELEGATIONS**
  - 5.1 Metrix Group – Auditors
- 6. TOWN OPERATIONAL REPORTS**
  - 6.1 There are no Operational Reports**COMMITTEE REPORTS** (Boards, Commissions & Committee Minutes)
  - 7.1 NAEL Minutes March 14, 2025
- 8. OLD BUSINESS**
  - 8.1 Municipal District of Greenvew – Administrative control of the Valleyview Volunteer Fire Department.
- 9. NEW BUSINESS**
  - 9.1 There is no New Business
- 10. BYLAWS**
  - 10.1 Bylaw #2025-04 Council Procedural Bylaw
- 11. CORRESPONDENCE**
  - 11.1 Peace Library System Master Agreement

11.2 ATCO Energy Systems – Electrical Distribution System – 2024 Franchise Report.

11.3 Town of Valleyview Community Services – Fireworks donation

**12. CLOSED SESSION**

12.1 Closed Session FOIP 19(1) CAO Recruitment

**13. ADJOURNMENT**

TOWN OF

VALLEYVIEW



# REGULAR COUNCIL MEETING

2<sup>ND</sup> & 4<sup>TH</sup> MONDAY OF THE MONTH

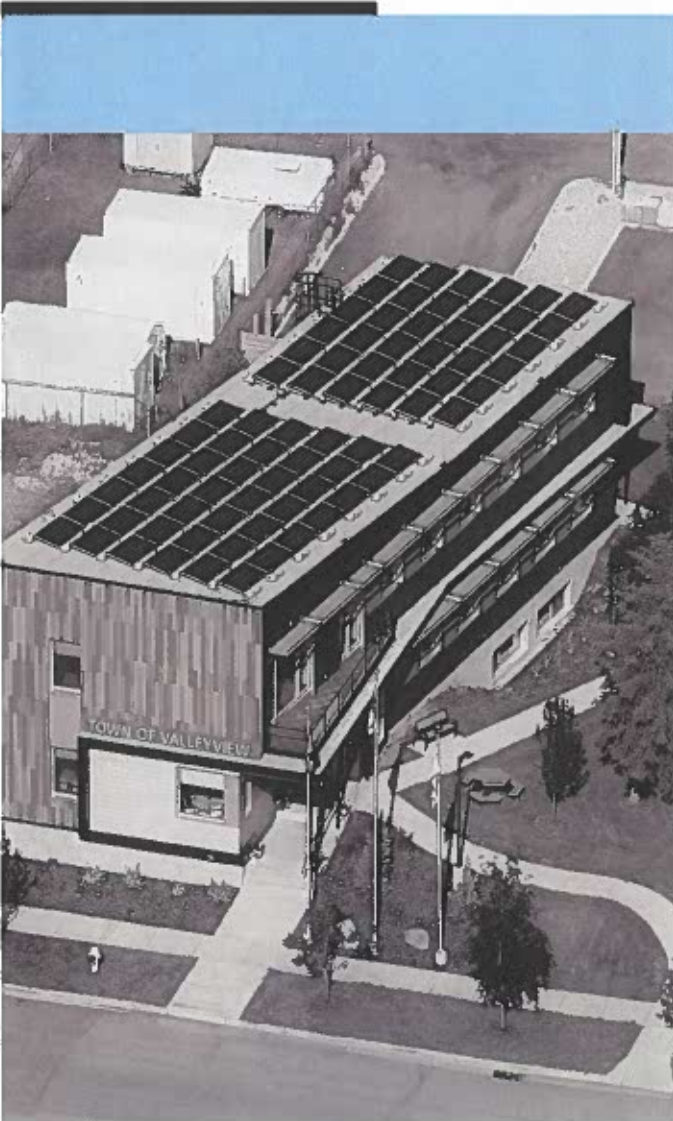
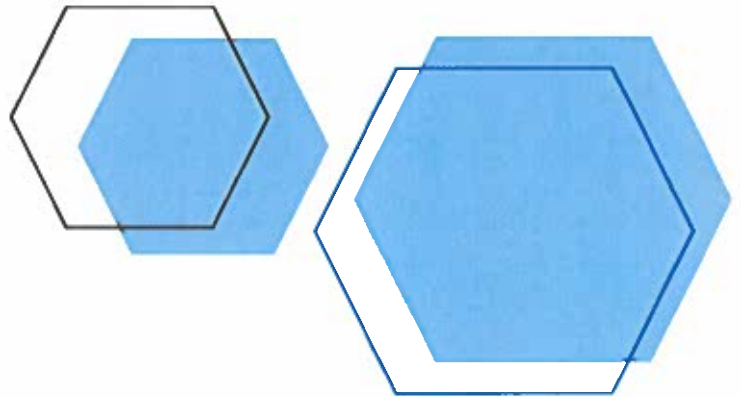
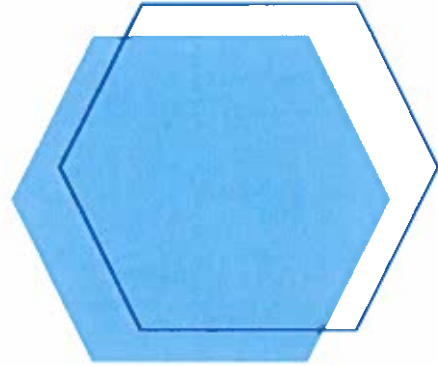
COMMENCING AT 5:00PM





# MINUTES

MINUTES



## REGULAR COUNCIL MEETING

COUNCIL CHAMBERS  
TOWN ADMINISTRATION OFFICE







**TOWN OF VALLEYVIEW  
REGULAR COUNCIL MEETING MINUTES  
MINUTES 25-09  
Monday April 14, 2025  
5:00 PM IN THE TOWN OF VALLEYVIEW  
COUNCIL CHAMBERS**

**PRESENT**

Mayor  
Councillors:

Vern Lymburner  
Delwin Slemph  
Ken Wittig

**REGRETS**

Councillors:

Danny McCallum – notified beforehand  
Samantha Steinke

**ADMINISTRATION**

Interim Chief Administrative Officer  
Director of Corporate Services:  
Director of Utilities Asset Management:  
Director of Community Services:  
Director of Public Works:  
Administrative Officer:

Pat Brothers  
Kathy McCallum  
Carol McCallum  
Tracy Stewart  
Dave Descheneaux  
Karen Staples

**OTHERS PRESENT**

Dave Berry – MD Greenview Councillor

**1. CALL TO ORDER**

Call to Order

Mayor Lymburner called the Regular Council Meeting to order at 5:03pm

**2. ACCEPTANCE OF AGENDA (adds & deletes)**

Agenda Acceptance  
Resolution #25-09-101

2.1 Councillor Wittig moved that Town Council adopt the April 14, 2025, Regular Council Meeting Agenda as presented.

CARRIED UNANIMOUSLY

**3. ADOPTION OF MINUTES**

RCM Minutes  
Resolution #25-09-102

3.1 Regular Council Meeting Minutes 25-07 March 24, 2025.

Councillor Slemph moved that Town Council approve the Regular Town Council Meeting Minutes 25-07 dated Monday March 24, 2025, as presented.

CARRIED UNANIMOUSLY

3.2 Public Hearing Meeting Minutes – Bylaw #2025-02 to Amend the Land Use Bylaw.

PHM Minutes  
Resolution #25-09-103

Councillor Wittig moved that Town Council approve the Public Hearing Meeting Minutes regarding Bylaw #2025-02 dated March 24, 2025, as presented.

CARRIED UNANIMOUSLY

SCM Minutes  
Resolution # 25-09-104

3.3 Special Council Meeting Minutes 25-08 Tuesday March 25, 2025

Councillor Slemm moved that Town Council approve the Special Meeting Minutes 2025-08 dated Tuesday March 25, 2025, as presented.

CARRIED UNANIMOUSLY

3.4 Business arising from Minutes

None

#### **4. PUBLIC HEARINGS**

4.1 There are no Public Hearings

#### **5. PRESENTATIONS & DELEGATIONS**

5.1 There are no Presentation & Delegations

#### **6. TOWN OPERATIONAL REPORTS**

Town Operational Reports  
Resolution #25-09-105

- 6.1 Utilities Report submitted by Carol McCallum;
- 6.2 Public Works Report submitted by Dave Descheneaux;
- 6.3 Community Services Report submitted by Tracey Stewart;
- 6.4 Bank Reconciliation for month ending March 31, 2024

Councillor Slemm moved that Town Council accept the Town Operational Reports as presented.

CARRIED UNANIMOUSLY

**7. COMMITTEE REPORTS** (Boards, Commissions & Committee Minutes)

- 7.1 Valleyview Municipal Library Board Meeting Minutes January 9, 2025.
- 7.2 Valleyview Municipal Library Board Meeting Minutes January 29, 2025.
- 7.3 Valleyview Municipal Library Board Meeting Minutes February 26, 2025.
- 7.4 Heart River Housing Meeting Minutes January 16, 2025.
- 7.5 Valleyview & District Chamber of Commerce Meeting Minutes March 13, 2025.

Committee Reports  
Resolution #25-09-106

Councillor Wittig moved that Town Council accept the Committee Reports as information.

CARRIED UNANIMOUSLY

**8. OLD BUSINESS**

- 8.1 There is no Old Business

**9. NEW BUSINESS**

- 9.1 RFD – Appointment of Library Board Member. Request to appoint MD Councillor Dave Berry from the MD of Greenview to the Town of Valleyview Library Board.

New Business  
Resolution #25-09-107

Councillor Slempp moved that Town Council approve the request to appoint MD Councillor Dave Berry to the Library Board.

CARRIED UNANIMOUSLY

- 9.2 Valleyview Petroleum Association Oilman's Golf Tournament Sponsorship

New Business  
Resolution #25-09-108

Councillor Wittig moved that Town Council have administration make a donation to the Oilmen's Golf Tournament as per the previous year.

CARRIED UNANIMOUSLY

**10. BYLAW**

- 10.1 There are no Bylaws

**11. CORRESPONDENCE**

- 11.1 Municipal District of Greenview – Administrative control of the Valleyview Volunteer Fire Department

Correspondence  
Resolution #25-09-109

Councillor Slempp moved that Town Council table the Correspondence item to a later date.

CARRIED UNANIMOUSLY

- 11.2 Alberta Public and Emergency Services Police Funding Model Regulation at \$85,610.00.

Correspondence Resolution #25-09-110	Councillor Wittig moved that Town Council accept the Alberta Public and Emergency Services Police Funding Model Regulation as information.	CARRIED UNANIMOUSLY
	11.3 Municipal Affairs – Elector Assisted Terminal usage. A Bylaw must be passed by June 30, 2025.	
Correspondence Resolution #25-09-111	Councillor Slemm moved that Town Council accept the Elector Assisted Terminals document as information.	CARRIED UNANIMOUSLY
	11.4 Provincial Priorities Act and Provincial Priorities Regulation regarding agreements with Municipal and Federal Entities	
Correspondence Resolution #25-09-112	Councillor Slemm moved that Town Council accept the PPA/PPR as information.	CARRIED UNANIMOUSLY
	11.5 Alberta Tourism and Sport – Request to submit a bid to host the 2028 Alberta Winter Games or the 2028 Alberta Summer Games.	
Correspondence Resolution #25-09-113	Councillor Wittig moved that Town Council accept the bid request as information..	CARRIED UNANIMOUSLY
	11.6 RCMP – Quarterly Community Policing Report	
Correspondence Resolution #25-09-114	Councillor Slemm moved that Town Council accept the Community Policing Report as information.	CARRIED UNANIMOUSLY
	11.7 Municipal Affairs – Tabling of Bill 50 Municipal Affairs Statutes Amendment Act, 2025.	
Correspondence Resolution #25-09-115	Councillor Wittig moved that Town Council accept the Tabling of Bill 50 Municipal Affairs Statutes Amendment Act 2025 as information.	CARRIED UNANIMOUSLY
	11.8 Valleyview & District Agricultural Society – Sponsor the Valleyview Horse Show May 31-June 1, 2025.	
Correspondence Resolution #25-09-116	Councillor Slemm moved that Town Council direct administration to provide a door prize for the Valleyview Horse Show on May 31 to June 1, 2025, refer to what was done last year..	CARRIED UNANIMOUSLY
	11.9 Maskwa Medical Center – monetary support per capita. 1752 residents at \$170 per resident for a total of \$297,840.00.	



Correspondence  
Resolution #25-09-117

Councillor Slempp moved that the Town of Valleyview accept the Maskwa request as information.

CARRIED UNANIMOUSLY

Closed Session  
Resolution #25-09-118

## 12. CLOSED SESSION

### 12.1 Closed Session FOIP 19(1)

Councillor Slempp moved that Town Council move into closed session at 5:37pm, Section 19(1) with Interim CAO, Pat Brothers, Mayor Lymburner, and Councillor Delwin Slempp, Councillor Ken Wittig, in attendance.

CARRIED UNANIMOUSLY

In Attendance:  
Mayor Lymburner  
Interim CAO Pat Brothers  
Mayor Lymburner  
Councillor Wittig  
Councillor Slempp

Closed Session  
Resolution #25-09-119

Councillor Wittig moved that Town Council move out of Closed Session at 5:37pm.

CARRIED UNANIMOUSLY

Closed Session  
Resolution #25-09-120

Councillor Slempp moved that Town Council extend the Interim CAO Pat Brothers position to May 15, 2025

CARRIED UNANIMOUSLY

## 13. ADJOURNMENT

Adjournment  
Resolution #25-09-121

Councillor Slempp declared the Monday, April 14, 2025, Regular Council Meeting adjourned at 5:46pm.

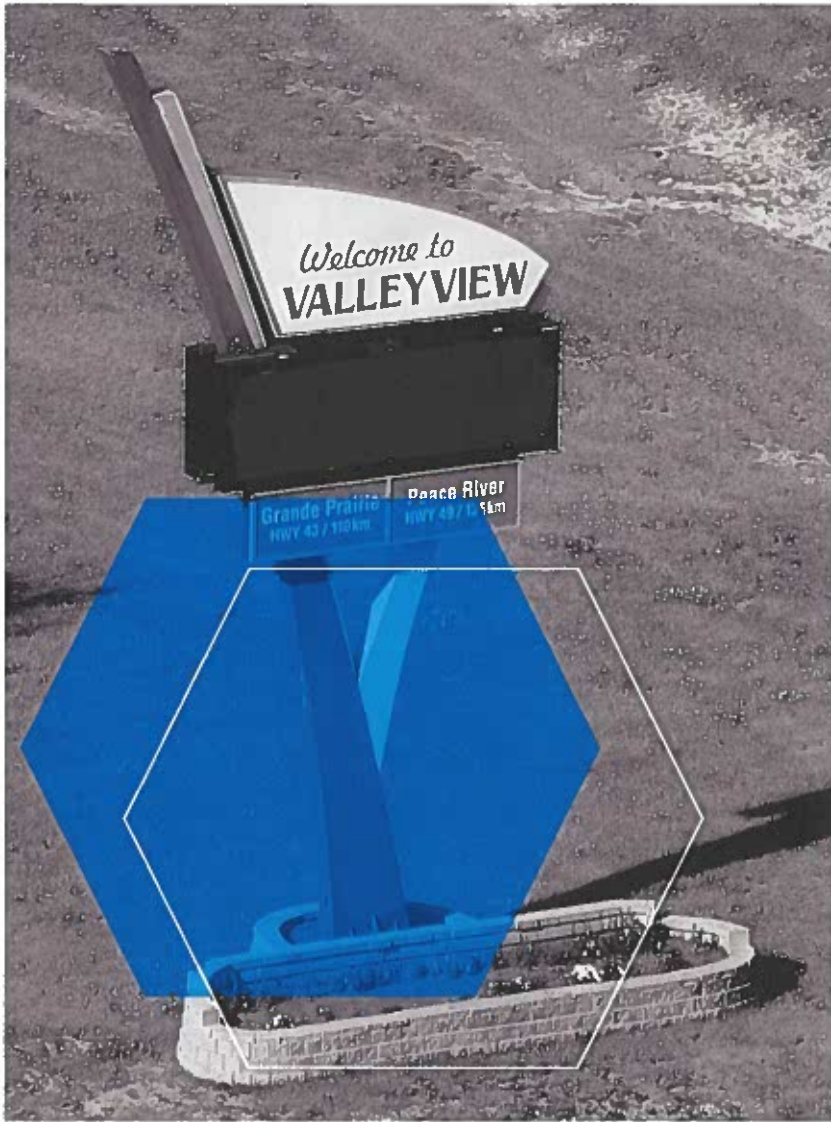
CARRIED UNANIMOUSLY

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Mayor, Vern Lymburner

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Interim CAO, Pat Brothers



# REGULAR COUNCIL MEETING

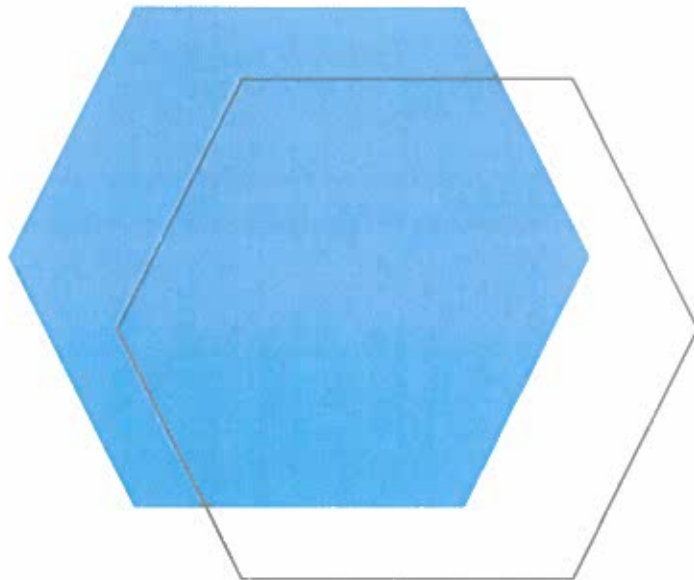
COUNCIL CHAMBERS  
TOWN ADMINISTRATION OFFICE

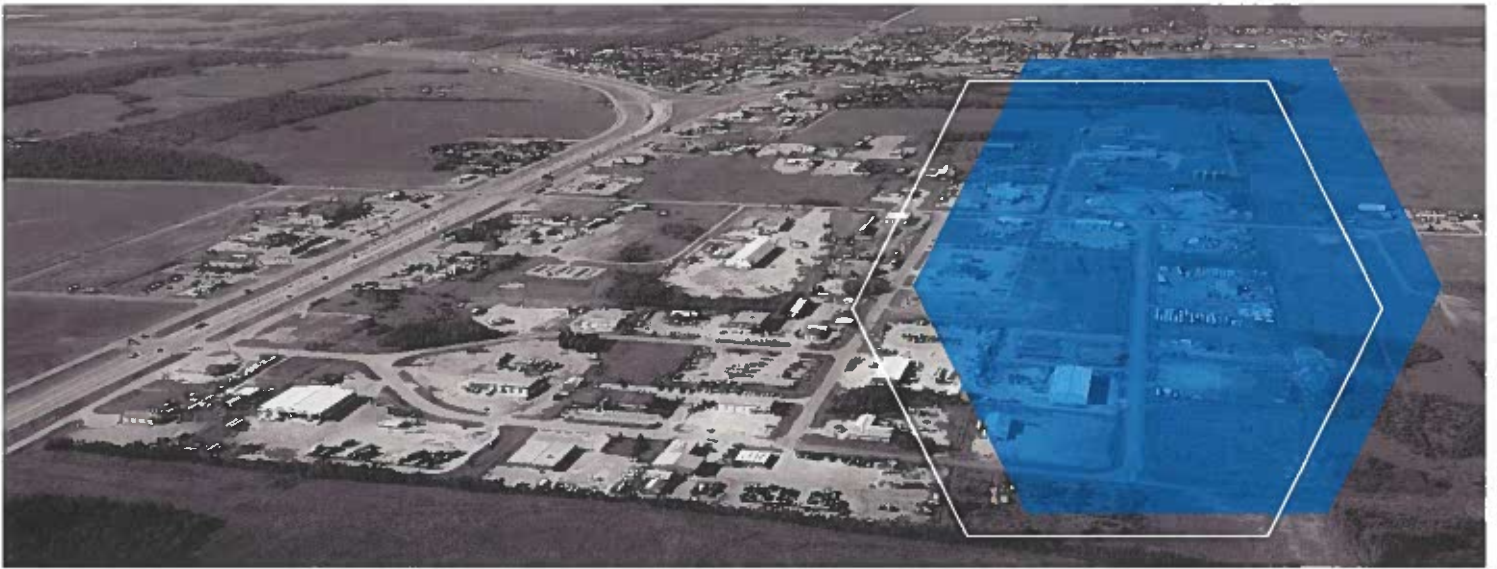


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# PUBLIC HEARINGS

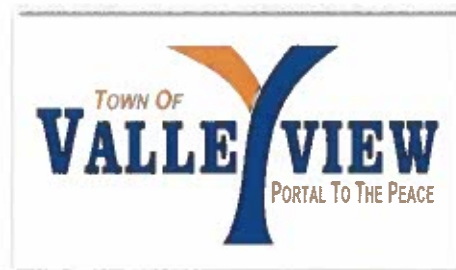
PUBLIC HEARINGS





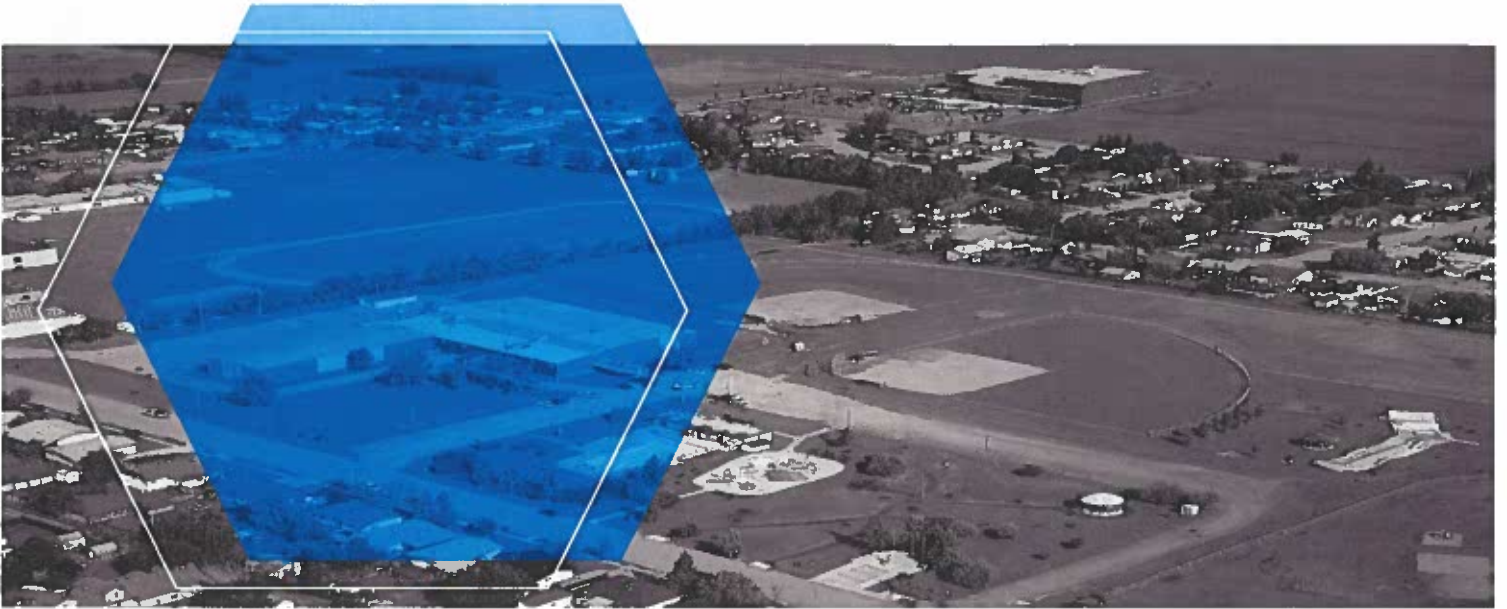
# PRESENTATIONS & DELEGATIONS

PRESENTATIONS & DELEGATIONS



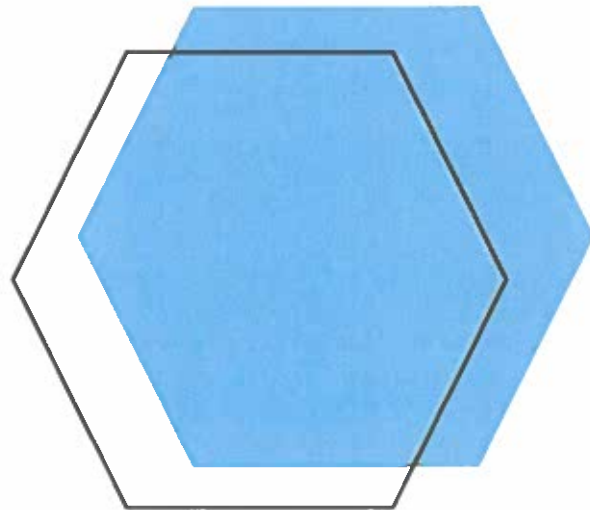
## REGULAR COUNCIL MEETING

COUNCIL CHAMBERS  
TOWN ADMINISTRATION OFFICE



# REPORTS

TOWN OPERATIONAL & COMMITTEE REPORTS



## REGULAR COUNCIL MEETING

COUNCIL CHAMBERS  
TOWN ADMINISTRATION OFFICE



Northern Alberta Elected Leaders

59 Leedy Drive  
Whitecourt, Alberta T7S 1X1  
780-778-0202

[northernalbertaelectedleaders@gmail.com](mailto:northernalbertaelectedleaders@gmail.com)

**Minutes  
March 14, 2025  
Peace Valley Inn, Emerald Room  
Peace River, Alberta**

**Attendees (In Person):**

Carolyn Kolebaba  
Donna Buchinski  
Elaine Manzer  
Gary Rycroft  
Vern Lymburner  
Philip Kolodychuk  
Kate Potter  
Nick van Rootselaar  
Agnes Roshuk  
Josh Knelsen  
Robert McLeod  
Brian Panasiuk  
Stacey Messner  
Shelly Shannon  
Kelly Bunn  
Robert Willing  
Albert Poetker  
Murray Kerik  
Robert Brochu  
Tyler Airth  
Jim Zabolotniuk  
Margaret Jacob  
Barb Miller  
Nicole Johnson  
Jackie Clayton  
Rory Tarant  
Terry Ungarian  
Jim Rennie  
Kayla Parsons

Chair, Northern Sunrise County  
Town of Falher  
Town of Peace River  
Town of Beaverlodge  
Town of Valleyview  
MD of Fairview  
Town of Sexsmith  
MD of Spirit River  
Village of Nampa  
Mackenzie County  
Town of Manning  
Town of High Prairie  
Town of Grimshaw  
Town of Peace River  
MD of Peace  
MD of Peace  
Birch Hills County  
MD of Lesser Slave River  
MD of Smokey River  
Big Lakes County  
Big Lakes County  
Town of McLennan  
Town of Peace River  
Village of Berwyn  
City of Grande Prairie  
City of Grande Prairie  
County of Northern Lights  
NAEL Executive Director  
Town of Peace River (Recording Secretary)

**Attendees (Zoom)**

Becky Ketchum  
Karen Rosvold  
Gerhard Stickling  
Cary Merrit  
Cindy Millar  
Town of Wembley  
Rural Municipalities of Alberta  
County of Northern Lights  
Saddle Hills County  
Northern Sunrise County



Bob Marshall	County of Grande Prairie
Julie Melville	Town of Rainbow Lake
Allan Rowe	Clear Hills County
Daryl Greenhill	Town of Fairview
Joulia Whittleton	County of Grande Prairie
Amber Bean	Clear Hills County
Leanne Beaupre	County of Grande Prairie

**1. Call to order**

Chair Kolebaba called the meeting to order at 10:00 a.m.

Greetings from Mayor Elaine Manzer, Town of Peace River

We acknowledge the homeland of the many diverse First Nations, Metis, and Inuit peoples, whose ancestors have walked this land since time immemorial. We are grateful to work, live, and learn on the traditional territory of Treaty 8.

Updates from Peace River:

Approval of a new 84-unit apartment building on the West Hill between No Frills and the Chevrolet Dealership.

Working on a LUB Refresh, anticipated to be completed June 2026. Lots of new, modern changes.

AB Transportation is seeking a new contractor to complete the new bridge construction.

Working on formation of newly mandated policing committee.

Glad to hear the Province is bringing back the Grants in Lieu of Taxes program.

Hot Tub replacement project is still ongoing. The hot tub has been out of commission for several years. Project has been tendered twice with only one submission received each time. Project quoted significantly over budget.

Conducting the Enabling Housing Choices project with the Rural Development Network.

Experienced two apartment fires last year.

Two part time nurse practitioners are joining the hospital soon.

Upcoming events: Jet boat races in June; dodgeball tournament in May.

**Request to be allowed to record meeting.**

Chair Kolebaba asked attendees if anyone objected to recording the meeting.

No objections were received.

**Adoption of Agenda**

**MOTION:** Donna Buchinski, Mayor, Town of Falher, moved to adopt the agenda.

**CARRIED**



### **Roundtable and Introductions**

*Requested by Becky Ketchum, Councillor, Town of Wembley, to include during roundtable: how your community is tying your economic development planning to attraction and retention of medical professionals?*

**Gary Rycroft, Mayor, Town of Beaverlodge**

Have not tied economic development to attraction of medical professionals.

Collaborate with their regional partners for attraction and retention of medical professionals.

Breaking ground soon for construction of new medical facility; \$1.7M project over approximately 3 years.

**Vern Lymburner, Mayor, Town of Valleyview**

Valleyview has been in the news lately regarding Council's decision to move the library from its current location. Will be meeting with 2SLGBTQ+ group to discuss their concerns over this decision, and reassure them that they will still have a home at the library's new location.

Last year, Council tried to change how the mayor is elected, switching from election at large, to electing from the group of seven councillors. However, there was an error in the adopted procedure, so they are required to revert back to the mayor being elected at large.

Encouraging a shop local campaign.

Traffic Circle – Valleyview is no longer on the hook for the entire \$6M upgrade. Thank you to everyone for assistance in getting to this place.

**Donna Buchinski, Mayor, Town of Falher**

Passed their new Land Use Bylaw on Tuesday.

Received funds through climate change management grant for the ice at the arena, switching to 'Ready-Ice' that is supposed to be compatible with cold water flooding. This did not work. Cold water flooding does not fill divots in the ice, etc. The players did not like the change and had to move the location of their playoffs because of the issues. Will be going back to flooding with warm water.

Alberta Municipalities has videos on their website for people thinking about running for Council. Lots of good information.

Physician recruitment - have a standalone committee for the area; has been operating for over 20 years, very successfully; 5 regional communities. Have a coordinator for the role that all communities pay for. They are currently seeking one doctor.

**Philip Kolodychuk, Reeve, MD of Fairview**

MDP is just about complete and likely to be passed at the next council meeting.

Director of Public Works retired after 30+ years.

Hired a new CAO.

Have five doctors now; three arrived in December.

Disappointed in the Provincial budget re Northwest Polytech

Applied to do upgrades to the college to bring in more students

Only received \$1M for upgrades in GP campus.

Kate Potter, Mayor, Town of Sexsmith

Attraction/Retention is part of their Economic Development Strategic Plan but does not tie to doctor attraction and retention specifically.

Offer incentives to new businesses to set up in Town, including no interest loans and tax breaks. Significant development to hopefully come through in the next couple months – mix of residential and commercial.

Undertaking some significant storm water infrastructure projects.

Looking into P3 Recreation Centre – if anyone has done this before, would love to hear from you suggestion to reach out to Whitecourt as they might have.

Elaine Manzer, Mayor, Town of Peace River

Attraction and retention:

Town supports the Peace River Shell Rotary House. Provides temporary housing for medical professionals.

Also have a Peace Regional Healthcare Attraction & Retention Committee, with representatives from around the region

Doctors are looking at amenities – housing, schools, recreation, culture, etc.

Alberta Energy is looking to develop a nuclear powerplant, potentially in the region. Have formed a Regional Energy Committee who have been actively engaged with Alberta Energy on this potential development.

Woodland Cree First Nation bought 32 acres in town and have applied to convert the lands to urban reserve. Admin will be negotiating agreements etc., for services.

Hired a Business Retention Specialist (i.e. Economic Development Officer).

Nick van Rootselaar, Deputy Reeve, MD of Spirit River

Dealing with same challenges discussed at last meeting in Grimshaw

Meeting with Agriculture and Transportation ministers

Healthcare update:

currently fully staffed – first time in a long time.

Housing is an issue, working on affordable housing initiatives

Looking at urban acreages – a lot of interest expressed for this type of housing.

Agnes Roshuk, Deputy Mayor, Village of Nampa

Council representative sits on the Peace Regional Healthcare Attraction & Retention Committee.

Gearing up for a summer of infrastructure work.

Josh Knelsen, Reeve, Mackenzie County

Medical attraction and retention philosophy: embrace what we have. Stand firm in our culture/beliefs/values. Showcase what we have and be proud, it will attract those that share your values. This has been working well.

Birthing centre being built soon  
Biggest issue right now is Provincial downloading.  
Don't have an enforcement issue – we have a Justice issue.  
Well capping under provincial mandates continues.

Robert McLeod, Mayor, Town of Manning  
Healthcare attraction and retention:  
High school experience – 5 stations set up to imitate experiences working in the medical industry.  
Currently have enough doctors and nurses.  
Town offers housing and paid utilities.  
Need to be looking at what is strong and important in our communities and build on that  
Our arena brings people together; fun rivalries; builds community spirit.  
New school and lodge developments are coming along. Only small finishes left. Frustrating trying to get the contractors to come back to finish the projects.  
Finding more speed trap locations in speed change zones. Doesn't think this is right.

Brian Panasiuk, Mayor, Town of High Prairie  
Hired a new CAO.  
Signed contract to put in a splash park this summer.  
Had issues with recycling costs and had to temporarily pull recycling. Residents were not happy.  
But Town is hopeful the problem will be solved by incoming EPR program and newly sourced recycle program pricing.  
Healthcare attraction and retention:  
Work with doctors' families, make them feel welcome.  
Issue: rental accommodations. Looking for solutions. How do we encourage developers to build?  
Town also contributes money towards rent if professionals are coming from out of country.

Stacey Messner, Deputy Mayor, Town of Grimshaw  
Healthcare attraction and retention:  
Chair of Healthcare Committee in Grimshaw, which consists of representatives from regional municipalities.  
Ec Dev is an important part of their committee. Ec Dev officers know what is going on which helps enable the committee to promote the community. Work with Lac Cardinal Economic Development.  
We have a dedicated page on our website to showcase what the Town has to offer.  
Grimshaw's committee is very active. Healthcare professionals work hard for us, so we must work hard for them.  
This is the third year of our scholarship program.  
There are 6 scholarships available: \$2,000 each  
4 graduating from university this year – hopeful to have some come back and work in the region.

Starting to review program stats and reevaluate – do we need to make any changes?  
Considering a return to location for work condition.  
It is important to have a relationship with RhPAP. They have great programs.

Shelly Shannon, Councillor, Town of Peace River  
Most updates covered by Mayor Manzer.  
We have a strong Economic Development Committee.  
“Grow your own” – instilling values in the younger generation which bring them back to the community.

Kelly Bunn, Interim CAO, MD of Peace

Robert Willing, Reeve, MD of Peace  
Kelly Bunn is currently Acting CAO. Actively searching for a new CAO.  
Involved with the Regional Energy Committee.  
Healthcare attraction and retention:  
Already covered by Grimshaw & Peace River. Have representatives that sit on Grimshaw’s and Peace River’s Healthcare Attraction Committees.  
Still waiting to hear from the Province regarding funding for the wildfire that happened last year.  
Feels like they are hitting a brick wall. It took over 8 months to get the investigation report, but it was so heavily redacted that it did not give a lot of information.

Albert Poetker, Reeve, Birch Hills County  
Healthcare attraction and retention:  
Work with their surrounding municipal partners.  
Clinic is fully staffed; but there is still a long waiting list.  
Doctors not seeing the same number of patients as doctors in years past.  
Short housing. Many doctors are coming from out of country and cannot commute. They need housing in the community, close to the hospital/medical facility.  
Pleasant View lodge is not fully staffed yet.  
Oil company went bankrupt. Will have a large shortfall in taxes because of this. Not sure how much can be recovered in liquidation as they appear to have run everything down. AER dropped the ball in keeping them accountable earlier.  
Renewing gravel pit permits in the County.  
Public Works needs another \$65k for archaeological and paleontological studies. Feels like this was downloaded and should be a Provincial responsibility.  
Discussions with Nucleon Energy for a SMR development.

Murray Kerik, Reeve, MD of Lesser Slave River  
Also have a Healthcare Attraction/Retention Committee formed  
Operating room closed because there is no anesthesiologist.  
New ambulance garage should be open this summer.

A lot of work on LUB and MDP.

Removed keeping of animals and put into a different bylaw.

No movement on the Smith bridge or highway 88. Province says engineered drawings are complete.

Also, no movement on Highway 2 repairs, not even engineered drawings.

Just bought new public works equipment. Brace yourselves, prices have gone up.

Hired a new assistant CAO. Hopeful this will help with succession planning.

Robert Brochu, Reeve, MD of Smokey River

Oil companies make up a large percent of the MD's tax base. Collection is not looking good.

Hoping companies are not so run down that people won't want to buy.

Also involved in discussions with Nucleon Energy re nuclear development.

Windmill situation

Still forging ahead. Anticipated timeline: AUC review/approval in 2026. Construction 2027.

Operational 2029.

Crime issues are the same.

New Hemp plant has start off slow but is moving ahead. Will likely start producing hemp fibers this summer.

Has been an elected official for 30 years. Will not be running in the next municipal election.

Tyler Airth, Reeve, Big Lakes County

Healthcare Attraction & Retention:

Similar situation to many. Hospital is staffed but RNs are green and still gaining experience.

Doctors' opinion on staffing levels vs. AHS's is very different.

EMS is an issue. Working on potential solutions - get more local interest. Would like to see schools get involved, maybe a shadow day program could be arranged.

Not a lot of grants for paramedics.

EMS - 16 positions but only 8-11 are filled. A lot of people doing double shifts or coming in from other areas.

Bridging program partnership between Northern Lakes College and Athabasca University with the goal of bringing in RNs.

Hoping to "grow local". Training healthcare professionals locally (with the exception of doctors).

One hamlet in the County has grown but the rest have shrunk.

Regional Ec Dev advocacy group, made up of multiple Rurals and First Nations, has been working really well and has been helpful in conducting studies. County falls in a weird spot between the Provincial REDAs.

Industry projects – black bear project; wind project (near swan hills); SMR project.

Margaret Jacob, Councillor, Town of McLennan

EC Dev Board established to address some issues

Over the past year, have built a foundation and now they are ready to move ahead.

Two major employers in Town – the hospital and nursing home lodge.

Problem with healthcare support worker retention.  
Looking at working with the Urban Renewal Stream.  
Ec Dev Board is working very hard; they are very progressive and ready to work.  
Town works with the Healthcare Attraction/Retention group formed by the MD. They are doing great work.  
Lacking commercial rental space and housing. Any available commercial space has high rental rates.  
Next election will see a reduction in number of Councillors – from 7 to 5.

Barb Miller, CAO, Town of Peace River  
Started our CPO program  
Hired a Director of Protective Services. Building our CPO program. Another CPO starting April 1.  
Hopefully will help address some of the social disorder and encampment issues the Town has been experiencing.

Nicole Johnson, Mayor, Village of Berwyn  
Purchased new equipment for Public Works. Small crew so they work hard to keep the community cleared of snow, etc.  
Houses have been selling, which is good.  
Small group working to bring back Berwyn Fiesta.  
Ec Dev/Healthcare Attraction & Retention – looking at a Nurse Practitioner Attraction Policy.  
Hoping to attract one to the village. Could offer low-cost space to set up their practice.

Jackie Clayton, Mayor, City of Grande Prairie  
Healthcare Attraction & Retention:  
Healthcare attraction and retention have been a priority of Grande Prairie Council. They have seen great success in attracting Healthcare specialists.  
Worked with person in charge of HC recruitment and attraction at AHS.  
Also developed a “concierge service” which tours prospective doctors around the community.  
Have found this very helpful.  
Have signed ~90% of the specialists they have met with.  
Now focusing on family practitioners.  
Financials are not the only factors doctors consider.  
Working on a new attraction program to assist in attracting healthcare professionals. Will be a three-year program. E.g. the first year may give qualifying individuals access to passes for municipal facilities, etc. The second year WestJet vouchers, etc.  
Also developing a Healthcare Ambassador program. This will serve as a conduit for new doctors to learn about the community, where to go, what to do, etc. (i.e. will onboard people into the community).  
Used to hold a Mayor’s Physicians event. Have now pivoted and are focusing more on the families - bouncy castles and BBQ event. This has been fairly successful.



32 members will be graduating from the GP Police Services course. Should have 50+ officers by summer. Full transition is expected to occur in 2026. If so, this would be ahead of schedule. Have seen a lot of interest in this program and have increased class sizes from 12 to 14. Received applications from +/- 200 people interested in taking the class. Also bringing on experienced members.

**Terry Ungarian, Reeve, County of Northern Lights**

**Healthcare Attraction & Retention:**

CNL does not have an Economic Development Officer at the moment.

CNL participates in three healthcare attraction/retention committees: Grimshaw, Peace River, and Manning.

Manning was approved by AHS for a fourth physician. There is a doctor interested and are in the process of completing their Canadian exams.

Purchased a house for medical workers to utilize. It is strategically located near the hospital.

Attended the refocusing workshop put on by AHS.

Most regions are short EMS personnel.

Suggestion for the Province/AHS – get qualified driver to drive the ambulance. This way, you don't need two EMS trained individuals in the ambulance. Could assist in the interim with short staff issues.

Established the Regional Energy Committee (REC). It consists of five member municipalities – CNL, Northern Sunrise County, MD of Peace, Town of Grimshaw, and Town of Peace River.

Formed almost a year ago.

Acts as liaison between residents and energy companies proposing nuclear development

Have received a lot of information from Energy Alberta.

Energy Alberta just held an open house at the Webberville Hall. 400 people attended. Great turn out; great conversations.

Attended SMR summit in Sherwood Park last week. Received a lot of valuable information.

Another nuclear conference is coming up in Ottawa. REC will send a couple representatives.

Joined the Canadian Association of Nuclear Host Communities. Located in Clarington, Ont.

AGM is at the same time as the conference. Hope to attend and learn more about being a host community.

Just had the Alberta Pond Hockey Championships at Lac Cardinal. It was a successful event.

Growing the North Conference. CNL is a Silver Sponsor. It was a great event. AI was talked about a lot. USA change of government and tariffs were also largely discussed.

Community Rail Advocacy Alliance (CRAA) – continuing to push for more consistent rail service.

Just did an op-ed in the Ottawa area about the importance of Rail Service.

Town Hall meeting this week to review water policy. Looking to revise the Policy based on some issues experienced last year.

The County's picker truck and steamer were stolen. Recovered but damaged. Ongoing investigation. Will have an impact on insurance premiums.

**Attendees Zoom:**

**Kelly Peterson, Mayor, Town of Wembly**

**Healthcare Attraction & Retention:**

Looking at all options to keep local clinic open after their physician announced they are leaving.

Town of Bashaw gave a presentation as to what they are doing for physician retention. They have a different way of doing things.

Hopefully an affordable living complex will be breaking ground this summer.

New daycare waiting on licensing.

**Karen Rosvold, Rural Municipalities of Alberta**

**2025 Spring RMA Conference kicks off on Monday**

For the first time RMA will be having a closed session for members only.

4-year governance review will be reported at the conference.

**Gerhard Stickling, CAO, County of Northern Lights**

**Cary Merrit, CAO, Saddle Hills County**

Running rural potable waterlines. \$50+ million spent over the last few years to undertake this project.

Project Aurora – connecting county residents to fiber internet.

Constructing a raw water intake on the Peace River (near Dunvegan Bridge). Tender is expected to close at the end of April.

New health clinic open and fully occupied.

Also opened a clinic for a nurse practitioner at the county office. NP was hired and has 250+ patients.

**Cindy Millar, CAO, Northern Sunrise County**

Energy Alberta's Website: <https://www.energyalberta.com/>

**Bob Marshall, Reeve, County of Grande Prairie**

**Healthcare Attraction & Retention:**

County has a committee for attraction and retention

NW Polytech and U of A are partnering to bring a medical program to northern Alberta –

Northern Alberta Medical Program (NAMP). This program will start this fall.

Maskwa Medical Centre – Province has signed off on the Land. Project is moving ahead.

Global Agri-Tech conference in San Francisco this week. Sent a delegation to promote agriculture.

World Petrochemical Conference in Huston this month (largest petroleum conference).

AI, power generation, data centres, race between China and the USA. Canada has a huge opportunity right now.

RCMP looking to locate a detachment in Clairmont.

Preparing for wildfire season.

Julie Melville, Deputy Mayor, Town of Rainbow Lake  
NW Health Centre provides a doctor once or twice a week.  
EMS being pulled from the community is a concern.  
Community's biggest issue: lack of a grocery store. The nearest store is 140km away. One of the reasons residents are leaving the community.  
Kicking off the Winter Carnival tonight. Great event that brings the community together.

Allan Rowe, CAO, Clear Hills County  
Working on preparing the election voter list

Daryl Greenhill, CAO, Town of Fairview  
Participating in the Enabling Housing Choices project with Rural Development Network.  
Community has very little housing/rental stock.  
Received the small community opportunity grant for sustainable growth project – business plans in a box.  
Lots of events planned for this summer.

Joulia Whittleton, County Manager, County of Grande Prairie  
Away from screen when called upon.

Amber Bean, Reeve, Clear Hills County  
Working on fiber optic internet installation for the County with a local company.  
Development - still planning for a fire hall.  
Ecological Corridors in the area for species at risk (e.g. Caribou).

Leanne Beaupre, Councillor, County of Grande Prairie  
Has decided not to run in the next election.  
It has been a pleasure working with everyone. Thank you for the learning, friendship, and comradery. Wish all those running again the best!

Donna Buchinski, Mayor, Town of Falher added:

- Falher has now lost their local bank branch. This was a very disappointing decision. Bank was not open to any discussion, not even to keep the ATMs operational.

**MOTION:** Vern Lymburner, Mayor, Town of Valleyview, moved to accept the round table introductions for information.

**CARRIED**

#### **Adoption of the Minutes**

**MOTION:** Robert Willing, Reeve, MD of Peace, moved to adopt the Minutes of the November 8, 2024, meeting, as presented.

**CARRIED**

**Old Business**

Update on meeting between NAEL and NADC

A delegation on behalf of NAEL met with Northern Alberta Development Council (NADC). MLA Tany Yao, chair for NADC was in attendance.

NAEL representatives asked NADC to consider hosting an investors conference in the North.

NADC said they would take the suggestion under advisement.

NAEL would also like to know when the Rural Caucus is coming to northern Alberta?

NAEL also asked NADC to resume championing for the North. This used to be a consistent practice by NADC but has fallen into silence.

NADC said they are working on a strategy.

NADC did not provide any comments regarding their stance on nuclear development

**Suggested Action Item:** Start copying NADC on all NAEL advocacy letters. Will help keep NADC informed regarding issues members are facing.

Question: NADC is supposed to have a report coming out. When is this scheduled to happen?

A: No confirmed date but hopefully soon. Supposed to be a very detailed report with a lot of recommendations for the Province.

Comment: Town of Grimshaw noted the NADC has donated money to scholarship programs.

**MOTION:** Robert McLeod, Mayor, Town of Manning, moved that NAEL write NADC to inquire about NADC's obligations/mandate for the north.

**CARRIED**

**New Business**

Acceptance of Financial Report

Some municipalities have not paid their 2024 and 2025 membership dues.

**Action Item:** in the future it would be helpful to have the years split out in the report.

May be of benefit to do a review of expenses and membership fees to ensure we are collecting enough funds and spending within our means.

Jim Rennie: Budget forecast – once we collect outstanding fees, we should be fine for this year and likely next year. Could be a good discussion for the end of the year as to how the group wants to move forward.

**Action Item:** Create a list of outstanding invoices and Chair Kolebaba will follow up.

**MOTION:** Stacey Messner, Deputy Mayor, Town of Grimshaw, moved to accept the financial report with verbal comments, for information.

**CARRIED**

**MOTION:** Terry Ungarian, Reeve, County of Northern Lights, moved that the meeting move into closed session in accordance with FOIP s. 21-24.

**CARRIED – 12:13 p.m.**

Meeting recording was paused. Virtual attendees verified their locations met closed session requirements.

Discussion on 2025 Provincial Budget (closed session, per FOIP Act Sections 21-24 Intergovernmental Affairs)

**MOTION:** Brian Panasiuk, Mayor, Town of High Prairie, moved that the meeting return to open session.

**CARRIED – 12:41 p.m.**

Chair Kolebaba recessed the meeting for lunch at 12:41 p.m.

Chair Kolebaba resumed the meeting at 12:49 p.m.

#### **Presentations**

Rory Tarant, Director of Invest Grande Prairie - Electricity Market Presentation

Have been conducting some advocacy focused on distribution charges.

Most other Provinces have only one distribution provider. Alberta is unique with more than one. Distribution is aggregated and split among those in the region. Fewer residents equals less people to split the distribution amongst.

ATCO (northern Alberta distributor) has the highest distribution rates. Nearing 3.5 times higher than what larger centres are paying.

This disparity continues to increase as time goes on

5.5% of household income is being spent on energy. \$4800/year. Distribution is 25% of this average.

More difficult to quantify larger industry impact. But they are paying significantly more than the FORTIS services area.

60% of energy demand in the ATCO service area is driven by industrial customers. Advocating that more of the Province should pay for this as everyone benefits

2023 and 2024 ATCO lost \$130M worth of distribution infrastructure due to wildfire. This has not helped.

Electricity generation is across the Province.

Grande Prairie has done a significant amount of advocacy on this.

Resolutions presented and passed at AB Munis and RMA.

AB Munis resolution is up for renewal. Will bring it again at the conference this fall.

We understand living in the North means we pay more but shouldn't be to such a high degree.

Province is aware of the issue. There is a piece of legislation coming forward with some revisions; however, they are struggling with the distribution piece. They were looking at how to equalize the entire province. However, the City of Calgary was not on board. EPCOR (City of Edmonton) was on board. Legislation slated to come forward in the fall, so there is still a window.

Will continue to advocate.

Grande Prairie – will keep the group posted on electricity distribution advocacy. Likely send forward a couple ideas in preparation for RMA conference.

CN – Monty Armstrong, Fire Prevention Officer and Erik Lundgard, Supervisor for Alberta North Overview of operations across Canada and specifically Alberta

Reviewed advancements in technology made in recent years to improve safety

Autonomous Track Inspection Program (ATIP) – proactive infrastructure risk management.

Technology Mechanical – Inspection Portals – successfully identified risks on tracks.

Wayside Detector technology – helps identify a problem before it can cause a significant issue, particularly with wildfires.

Poseidon, Neptune, and Trident – specialized train cars that can be deployed to help with fire suppression.

Have 20 tank cars filled with water placed strategically throughout the rail network as a fire mitigation strategy.

Developed two incident-training facilities.

Looking at various wildfire technologies to improve early detection.

Question: How are you controlling your ROW along the tracks for fire prevention?

A: you can report issues on our website. This year we have changed how far from the ROW we spray for weed control. This should help to remove problem vegetation.

Question: There is a lot of garbage – ties, steel, etc. – located in many of the Hamlets that CN Rail runs through – is there a plan to clean this up?

A: Yes, we are building a plan to clean up the ties, etc. There are a lot throughout the rail system, but we are plugging away at it. There is only one place in Canada we can ship them to for disposal. They are currently backed up, so then we get backed up. All railways in Canada are struggling with this.

#### MLA Reports

Honourable Dan Williams, MLA Peace River and Minister of Mental Health and Addictions (MHA)(1:11 p.m.)

MHA – addressing a number of problems all at once.



Public addiction crisis. People are living intermittently homeless, living in encampments that can be dangerous.

There is rising public disorder.

People dealing with addiction/mental health crisis deserve dignity and treatment and our communities deserve safety

Compassionate intervention - building a northern and southern facility for this (budget has \$180M). Projecting 150 beds per facility. In the meantime, province is looking to set up 50 beds in the north and 50 in the south, so we can start project immediately, instead of waiting for the capital build to start.

E.g. one person overdosed 186 times in Alberta. This is not okay. This is not compassionate.

If someone is a danger to themselves or others, they can receive mandatory treatment. Will also be replacing the under 18 legislation

Looking to make other changes as well. E.g. modifying the need for an officer to stay and wait with the patient, reducing the time officers need to spend waiting in hospitals.

All of this is reviewable by the courts to ensure that we maintain a balance.

Also looking to create legislation creating hire standards at treatment and detox facilities.

Revamping how we deal with mental health.

Need to do more for early intervention and address basic needs.

Yes, the government is part of the solution, but the purpose is to partner with individuals, families, and communities, creating pathways to access necessary services.

Local update:

A lot of work going on in our communities.

Great team of MLAs for Northern Alberta.

Provincial budget:

Huge amount of value for school projects happening across the north.

Just under half a billion when it comes to infrastructure and capital, including highway upgrades/repairs.

Comment: Sorry to see that an increase in FCSS program funding was not provided in the 2025 budget. This IS a preventative program and ties into what you are saying about early prevention. So, it is very disappointing this was not increased.

Question: Northern Alberta Medical Program – we need physicians teaching. If they are already short staffed, how will they have time to teach? How can they train other rural doctors? Would like to see support for this program so it can be brought to fruition successfully.

A: Yes, agreed.

Question: Can we get a treatment centre at the PRCC?

**A:** There is a plan to bring Therapeutic Living Centres to all correctional facilities. Some already have them, but the Province is looking to expand the program, including Peace River. The program is showing positive results in locations it is already running.

**Question:** the Education Minister cut some school programs that could also serve as early intervention. Where is the disconnect?

**A:** This was a pilot project started during COVID. It was renewed for one year based on feedback; however, funding for this was not indefinite.

There is work to be done but we also don't want to see schools turning into mini hospital units.

Leanne Beaupre, Councillor, County of Grande Prairie – Government of Alberta announced \$35 million in funding for a 50-bed long-term addiction recovery facility, in Clairmont. Anticipate doors opening in 2027.

#### **Advocacy**

- **Action Item:** NAEL to request a meeting with Premier Smith.
  - Premier Smith may be scheduled to be in our region in June and usually attends the La Crete Rodeo. Perhaps suggest that we arrange the meeting during this time.

**MOTION:** Shelly Shannon, Councillor, Town of Peace River, moved that NAEL write a letter to Premier Smith requesting a meeting.

**CARRIED**

**Date and Location of next meeting**

June 13, 2025 at 10:00 a.m., hosted by Town of Beaverlodge

**What would you like on next agenda?**

- Northern Alberta Medical Program – Dr. Richard Martin
- presentation from NADC
- Also need to encourage our MLAs to attend these meetings

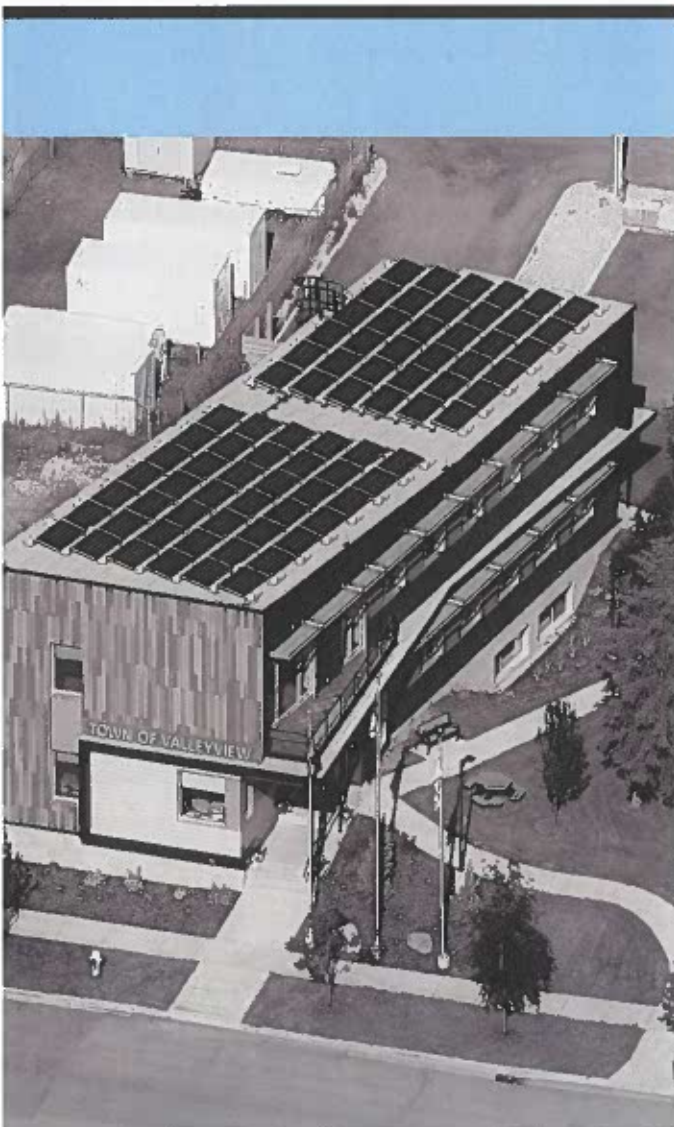
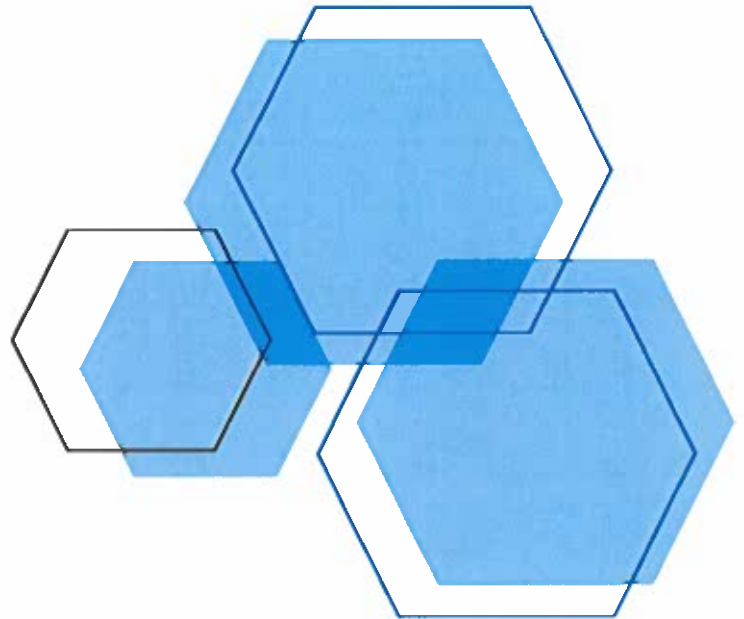
**Motion to adjourn**

**Meeting adjourned at 2:04 p.m.**



# OLD BUSINESS

OLD BUSINESS



## REGULAR COUNCIL MEETING

COUNCIL CHAMBERS  
TOWN ADMINISTRATION OFFICE





## Municipal District of **GREENVIEW**



March 26, 2025

Town of Valleyview  
4909 – 50<sup>th</sup> Street, PO Box 270  
Valleyview, ABT0H 3N0

**Attention: Mayor and Council**

**Subject: Administration Control Valleyview Fire Department**

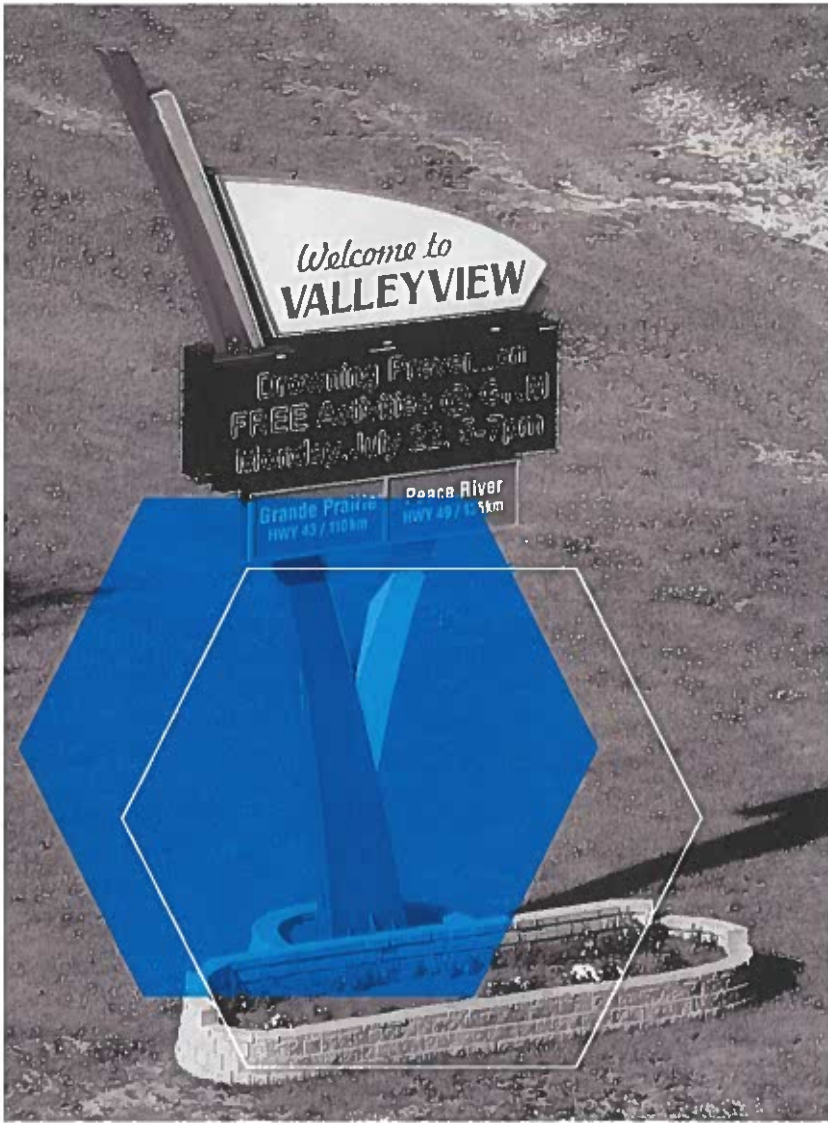
Greenview Council made the following motion at the March 25<sup>th</sup>, 2025, Regular Council meeting.:

*"That Council supports the administrative transition of the Valleyview Fire Department to Greenview and requests a formal letter of support from the Town of Valleyview Council, confirming this change in administration".*

Greenview formally requests a motion of support to Greenview assuming administrative control of the Valleyview Fire Department. Once a motion is passed by both Greenview Council and the Town of Valleyview Council, the following steps will involve presenting an implementation plan, associated costs, and a draft fire service agreement to both Councils for further review.

Sincerely,

Tyler Olsen  
Reeve



# REGULAR COUNCIL MEETING

COUNCIL CHAMBERS  
TOWN ADMINISTRATION OFFICE



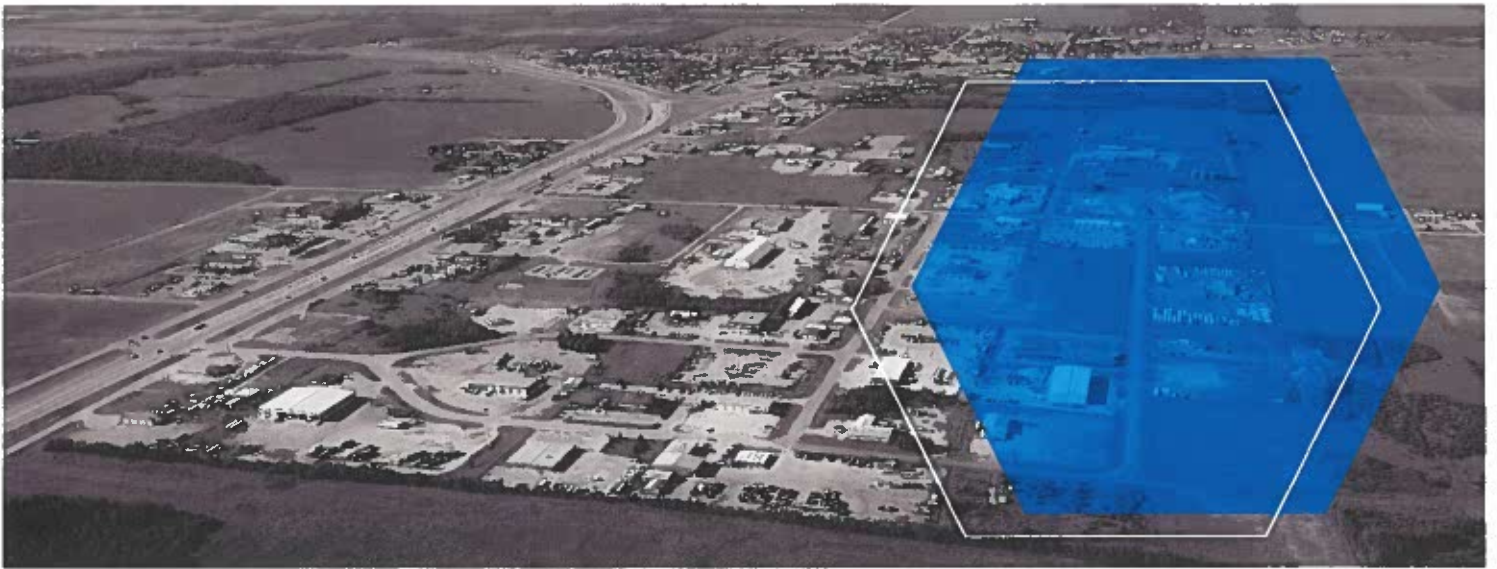
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# NEW BUSINESS

NEW BUSINESS







# BYLAWS

BYLAWS



## REGULAR COUNCIL MEETING

COUNCIL CHAMBERS  
TOWN ADMINISTRATION OFFICE





## Town of Valleyview Request For Decision

<b>Date:</b>	<b>April 28, 2025</b>
<b>From:</b>	<b>Pat Brothers, Director of Community Services</b>
<b>Subject:</b>	<b>Amendment to 2023-12 Council Procedural Bylaw</b>

### 1.0 PURPOSE

To seek Council's approval for all three readings and approval of 2025-04 Council Procedural Bylaw as amended.

### 2.0 BACKGROUND AND DISCUSSION

#### **Amendment A**

At the November 27, 2023 regular scheduled Council Meeting the Council Procedural Bylaw was adopted, which repealed and replaced Procedural Bylaw # 1999-07.

All three readings of the Council Procedural Bylaw occurred on November 27, 2023 by unanimous consent.

We contacted Alberta Municipal Affairs for advice and were informed that the passing of this Bylaw was done incorrectly and suggested that we get legal advice on how to proceed to correct this oversight.

We received legal advice and was informed that we need to adopt a Bylaw that repeals the impugned sections, which are sections 6.1.2.d, 6.1.5, 6.1.7.

Repealing these sections resulted in other sections needing revision for clarity.

#### **Amendment B**

Effective October 31, 2024, the MGA was amended to require municipalities to offer electronic options for public hearings on planning and development and restricts them from holding extra public hearings when not required by legislation.

Council must establish a bylaw providing for electronic means for public hearings for planning and development matters before April 30, 2025.

Additional changes to Section 6 and the addition of Section 7

#### **Amendment C**

In preparation for the passing of Bill 50 which will get rid of the Council Code of Conduct Bylaw there were two Sections 10.1 and 10.2 that we removed because they would be

deemed to be a type of Code of Conduct statement. These were under the Section named General which is now Section 11 with the addition of section 7

## **Changes**

### **6.1. Organizational Meetings**

- 6.1.1. An Organizational Meeting will be held each year in accordance with the Municipal Government Act.
- 6.1.2. At the Organizational Meeting:
  - a. The CAO shall call the meeting to order at the first Organizational Meeting following a General Election;
  - b. The CAO shall issue the Oaths of Office to the Mayor and all Councillors, as the first order of business at the first Organizational Meeting following a General Election; and
  - c. The CAO will turn the meeting over to the Mayor.
- 6.1.3. The Mayor will:
  - a. Preside over the election of Deputy Mayor. Council shall confirm the result of the election by resolution; and
  - b. Preside over the remainder of the meeting.
- 6.1.4. At the Annual Organizational Meeting, Council will:
  - a. Establish the dates and times of its regular meetings. If a regular meeting falls on a holiday, the meeting shall be held on the next following day, not being a holiday, unless said regular council meeting is cancelled by resolution;
  - b. Establish the dates, times, and places for Committee, Commission, and other pertinent meetings;
  - c. Appoint Council Committee, Commission, and Board Members;
  - d. Appoint Town's signing authority Persons; and
  - e. Conduct other business as identified within the agenda.
- 6.1.5. In the case of tied votes in the appointment of a Board Member, the CAO will write the names of the individuals in question on slips of paper of equal size and place them in an appropriate receptacle. The CAO will then draw a name from the receptacle and shall declare the name of the individual written on the withdrawn slip of paper. Council shall confirm the result by resolution.
- 6.1.6. The Council shall hold its meetings openly, and no person shall be excluded or expelled from them except for improper conduct and closed session portions of the meeting.
- 6.1.7. Unless there be a quorum present in half an hour after the time appointed for the Members of Council, Administration shall call the roll and take down the names of Members present. The Council shall then stand absolutely adjourned until the next day of meeting unless a special meeting is duly called in the meantime.

- 6.1.8. As soon after the hour of the meeting as there is a quorum present, the mayor shall take the chair, and the Members shall be called to order.
- 6.1.9. In case the Mayor or Deputy Mayor shall not be in attendance within fifteen (15) minutes after the hour appointed, Administration shall call the meeting to order until a Presiding Officer is chosen, who shall preside over the meeting until the arrival of the Mayor or Deputy Mayor.
- 6.1.10. Administration shall record the time of arrival and departure of Council Members at meetings, should a Member arrive late at or depart prior to the completion of the meeting.
- 6.1.11. All regular meetings shall be held in Council chambers at the Town Administrative Office in Valleyview, Alberta, unless otherwise resolved by Council.
- 6.1.12. Council, by resolution, can establish additional meeting dates.

## 6.2. Public Hearings

- 6.2.1. In accordance with the Municipal Government Act, a Public Hearing:
  - a. Shall hear any person, or group of persons, or persons representing them, who claims to be affected by a proposed bylaw or resolution and who has complied with the procedures outlined by Council; and
  - b. May hear any other person who wishes to make representations and whom the Council agrees to hear.
- 6.2.2. The Mayor or Presiding Officer will:
  - a. Introduce the first item on the agenda.
  - b. Call upon the following person to speak in the order designated:
    - i. Persons in favor
    - ii. Persons against
    - iii. Administration
  - c. Ask for a motion on the proposed matter.
  - d. Proceed to the next item on the agenda.
- 6.2.3. Persons addressing Council should:
  - a. Give their name and address.
  - b. Indicate if they are speaking on their own behalf, for a client or company, or for a group of citizens (i.e., community association, club, organization, etc.).
- 6.2.4. Conduct and control of meeting:
  - a. A person who is not a member or officer of the Council shall not come within the bar of the Council chamber during a sitting of the Council unless he/she/they first obtain permission from the Mayor or Presiding Officer.
  - b. Members of the Public Hearing who constitute the audience in the Council chamber during a Council meeting:
    - i. May not address Council without permission from the Council;
    - ii. Shall maintain order and quiet; and

- iii. Shall not applaud or otherwise interrupt any speech or action of the members of Council, or any other person addressing Council.
- c. The Mayor or Presiding Officer may, at any meeting, cause to be expelled and excluded any person who creates any disturbance or acts improperly during a meeting.
- d. No person shall address Council for more than five (5) minutes, exclusive of the time required to answer questions put to him/her/them by Council.
- e. Council will not debate any issues with any speaker, but each member of Council may ask questions for clarification of each speaker. All questions will be directed through the Presiding Officer.
- f. Council may accept written submissions in lieu of verbal presentations as long as the document is signed, dated, and includes the name and address of the person making the submission.
- g. The Agenda may be retained for a person's personal use; however, if he/she/they have no further use for it, the Agenda shall be left on the table where it was picked up for another person.
- h. When all persons who want to speak to an issue have been given their opportunity to speak, the Presiding Officer shall declare the Public Hearing closed. Once a Public Hearing is closed, it cannot be reopened.
- i. Unless this Act or another enactment specifies otherwise, a council may hold only one public hearing on each proposed bylaw or resolution, or any part thereof, that considers residential developments or developments with residential and non-residential developments under Part 17 of the Municipal Government Act.

#### 6.2.5. General Public Hearing Provisions:

- a. Public Hearings are held when required by the Act or any other legislation;
- b. Public Hearings are held at Regular or Special Council Meetings;
- c. Public Hearings shall accommodate participation through electronic means in accordance with the Act and this Bylaw;
- d. All public information pertaining to a Public Hearing shall be included in the meeting's agenda package, which will be made available in accordance with this Bylaw;
- e. When a Public Hearing is required to be held on a proposed bylaw, the Public Hearing will be held after the first reading and prior to the second reading of the proposed bylaw or prior to a vote on the proposed bylaw; and
- f. Public Hearings are advertised in accordance with the Act and any applicable Town of Valleyview bylaws, policies, and procedures.

#### 7. Electronic Meetings

- 7.1. Council may conduct any Council Meeting through electronic means in accordance with the requirements of applicable provincial and municipal legislation.
- 7.2. Council Members participating in a meeting by electronic means are deemed to be present at the meeting.

- 7.3. When a meeting goes into Closed Session, a Member of Council or Council Committee who is attending a meeting through electronic means must make a statement declaring that they are alone. To maintain the confidentiality of matters discussed in Closed Session, if a member is not alone, they may not participate in the Closed Session portion of the meeting.
- 7.4. Council shall conduct all Public Hearings through electronic means in accordance with the requirements of applicable provincial and municipal legislation.
- 7.5. Public notifications of a meeting conducted through electronic means, including Public Hearings, shall include:
  - a. The type(s) of electronic means by which the meeting is to be held; and
  - b. The method by which members of the public may access the meeting and make submissions.
- 7.6. The camera and microphone of participants through electronic means are to remain off and muted except when it is their turn to address Council.
- 7.7. When addressing Council at a Public Hearing through electronic means, the person speaking must state their name and legal address.

### **3.0 ALTERNATIVES**

- 3.1 Council gives all three readings and approval of 2025-04 Council Procedural Bylaw as amended.
- 3.2 Council moves to further amend 2025-04 Council Procedural Bylaw as amended and gives all three readings and approval of 2025-04 Council Procedural Bylaw as amended.
- 3.3 Council accepts this RFD "Amendment to 2025-04 Council Procedural Bylaw" as information only at this time.

### **4.0 FINANCIAL IMPLICATIONS**

None.

### **5.0 ATTACHMENTS**

- 5.1 New Bylaw: 2025-04 Council Procedural Bylaw as Amended
- 5.2 Current Bylaw: 2023-12 Council Procedural Bylaw

### **6.0 RECOMMENDATIONS**

Council gives all three readings and approval of 2025-04 Council Procedural Bylaw as amended.

Approved By:   
Pat Brothers, Interim Chief Administrative Officer



## COUNCIL PROCEDURAL BYLAW

BYLAW #: 2023-12

AUTHORITY:

COUNCIL

SUPERSEDES: COUNCIL PROCEDURE BYLAW 1999-07 EFFECTIVE DATE: November 27, 2023

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### A BYLAW OF THE TOWN OF VALLEYVIEW, IN THE PROVINCE OF ALBERTA, TO REGULATE THE PROCEDURES AND TRANSACTION OF BUSINESS BY COUNCIL.

**WHEREAS**, pursuant to Section 145 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, and amendments thereto, Council may pass bylaws in relation to the establishment and functions of Council Committees, and the procedures and conduct of Council and Council Committees;

**AND WHEREAS**, pursuant to Section 203 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, and amendments thereto, Council may, by bylaw, delegate its powers, duties, and functions to a Council Committee;

**AND WHEREAS**, the *Municipal Government Act* governs the conduct of Councils, Councillors, Council Committees, municipal organizations and administration, public participation, and the powers of the municipality;

**NOW, THEREFORE, THE COUNCIL OF THE TOWN OF VALLEYVIEW, IN THE PROVINCE OF ALBERTA DULY ASSEMBLED, ENACTS AS FOLLOWS:**

#### 1. Short Title

This Bylaw may be cited as the Town of Valleyview's "Council Procedural Bylaw".

#### 2. Purpose

The purpose of this Bylaw is to regulate the procedures and transaction of business by Council of the Town of Valleyview.

#### 3. Definitions

In this Bylaw:

- 3.1 **"Acting Mayor"** means the member selected by Council to act in the absence or incapacity of both the Mayor and Deputy Mayor;
- 3.2 **"Administration"** means the Chief Administrative Officer (CAO) or any employee of the Town who is accountable to the CAO;
- 3.3 **"Agenda"** means the order of items of business for a regular or special meeting of Council and the associated reports, bylaws, and other documents;
- 3.4 **"Annual Organization Meeting"** means the annual organizational meeting held in October as required under the *Municipal Government Act*;



## COUNCIL PROCEDURAL BYLAW

BYLAW #: 2023-12

AUTHORITY:

COUNCIL

SUPERSEDES: COUNCIL PROCEDURE BYLAW 1999-07 EFFECTIVE DATE: November 27, 2023

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- 3.5 **"Business Day"** means a day in which the Town Administrative Office is open to the public, typically Monday through Friday, with the exception of Statutory Holidays;
- 3.6 **"Chief Administrative Officer"** or CAO means the chief administrative officer of the Town of Valleyview or their delegate;
- 3.7 **"Closed Session"** means a meeting or portion thereof, where any members of the public are not permitted to attend. Councils and Council Committees may close all or part of their meetings to the public if a matter to be discussed is within one of the exceptions to disclosure in Division 2 of Part 1 of the *Freedom of Information and Protection of Privacy Act*;
- 3.8 **"Committee of the Whole"** means a Council Committee comprised of all members of Council.
- 3.9 **"Council"** means the Mayor and Councillors duly elected in the Town of Valleyview and who continue to hold office;
- 3.10 **"Council Committee"** means a committee established by Council containing the entirety of Council members, including Committee of the Whole and Municipal Planning Commission. These Committees make recommendations to Council;
- 3.11 **"Delegation"** means an individual or group making a presentation to Council or Council Committee;
- 3.12 **"Electronic Meeting"** means a meeting conducted through electronic communications;
- 3.13 **"Member"** means either Council, Council Committee, or Board Member;
- 3.14 **"Person"** refers to any Council or Committee member, any member of Administration, any delegation addressing Council, any Committee, any member of the press and media, and any member of the public present at a meeting;
- 3.15 **"Presiding Officer"** means the Mayor, the Deputy Mayor, or other Councillor chosen to act as the Chairperson at a Council meeting should the Mayor or Deputy Mayor not be in attendance; and in the case of Council Committees, shall refer to the Chairperson or any acting Chairperson;
- 3.16 **"Quorum"** means a majority of the elected members of the whole Council; or in the case of a Council-appointed Committee, at least fifty one percent (51%) of the voting members at a meeting; or conformance with the requirements of a quorum as set out in the bylaw establishing the Board or Committee;





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- 3.17 **"Recess"** means an intermission or break within a meeting that does not end the meeting, and after which proceedings are immediately resumed at the point that they were interrupted;
- 3.18 **"Request for Information"** means a request from a member of Council regarding items on the Council meeting Agenda;
- 3.19 **"Signing Authority"** means those members of Council and Administration who are duly appointed to sign all Town documents which include (but are not restricted to) agreements, bylaws, plans, etc., but shall not mean those members of Council and Administration who are duly registered with the Town banking institutions as signing authority for Town issued cheques and other financial documents;
- 3.20 **"Special Committee"** means those Committees composed of Members appointed annually for a specific purpose and disbanded upon attainment of the purpose;
- 3.21 **"Standing Committee"** means those Committees composed of Members appointed annually at the Annual Organizational Meeting and which are an on-going, continually functioning body;
- 3.22 **"Town"** means the Town of Valleyview.

#### 4. Application

- 4.1 This Bylaw applies to all meetings of Council and Council Committees and shall be binding on all Councillors and Committee Members.
- 4.2 This Bylaw shall prevail over any other bylaw of the Town of Valleyview.

#### 5. Interpretation

- 5.1 When a matter arises relating to proceedings not covered by a provision of this Bylaw, or the *Municipal Government Act*, the matter shall be decided by reference to the most recent edition of Robert's Rules of Order.
- 5.2 Procedure is a matter of interpretation by the Chairperson.
- In the event of a conflict between Robert's Rules of Order and this Bylaw, the provision of this Bylaw shall apply;
  - In the absence of any statutory obligation, any provision of this Bylaw may be temporarily waived, altered, or suspended by Special Resolution (two-thirds majority vote), except:
    - The provisions about statutory hearings, and
    - The provisions for amending or repealing this Bylaw.



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5.3 Headings in this Bylaw are for guidance purposes and convenience only.

5.4 Any reference to the provisions of a statute of Alberta is a reference to that statute as amended, from time to time.

### 6. Setting of Meetings

#### 6.1 Organizational Meetings

6.1.1 An Organizational Meeting will be held each year in accordance with the *Municipal Government Act*.

6.1.2 At the Organizational Meeting:

- a. The CAO shall call the meeting to order;
- b. The Oaths of Office shall be issued to all Councillors as the first order of business at the first Organizational Meeting following a General Election;
- c. The Oath of Office shall be administered to the Mayor and Deputy Mayor annually at every Organizational Meeting;
- d. The CAO will preside over the election of Mayor. Council shall confirm the result of the election by resolution;
- e. Following the election of Mayor, the Oath of Office for the Mayor shall then be issued, and the CAO will turn the meeting over to the Mayor.

6.1.3 The Mayor will:

- a. Preside over the election of Deputy Mayor. Council shall confirm the result of the election by resolution, after which the CAO will administer the Oath of Office to the Deputy Mayor; and
- b. Preside over the remaining of the meeting.

6.1.4 At the Annual Organizational Meeting, Council will:

- a. Establish the dates and times of its regular meetings. If a regular meeting falls on a holiday, the meeting shall be held on the next following day, not being a holiday, unless said regular council meeting is cancelled by resolution;
- b. Establish the dates, times, and places for Committee, Commission, and other pertinent meetings;
- c. Appoint Council Committee, Commission, and Board Members;
- d. Appoint Town's signing authority Persons;
- e. Conduct other business as identified within the agenda.

6.1.5 A secret ballot may be held for the election of the Mayor if requested by a Councillor present at the meeting. A vote by secret ballot must be confirmed by resolution. In the event that the Organizational Meeting is conducted electronically, an electronic method of conducting a secret ballot vote shall be made to all Councillors.

6.1.6 In the case of tied votes for either Mayor or Deputy Mayor, or in the appointment of a Board Member, the CAO will write the names of the individuals in question on slips of paper of equal size and place them in an



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appropriate receptacle. The CAO will then draw a name from the receptacle and shall declare the name of the individual written on the withdrawn slip of paper. Council shall confirm the result by resolution.

6.1.7 The Mayor and Deputy Mayor, as appointed from among Council members, shall hold their appointment from immediately after the vote is announced by the CAO until immediately before the beginning of the next Organizational Meeting.

6.2 Council shall hold its meetings openly and no person shall be excluded or expelled therefrom except for improper conduct and Closed Session portions of the meeting.

6.3 Unless there shall be a Quorum present in half an hour after the time appointed for the meeting of Council, Administration shall call the roll and take down the names of Members present, and the Council shall then stand absolutely adjourned until the next day of meeting unless a special meeting be duly called in the meantime.

6.4 As soon after the hour of the meeting as there is a Quorum present, the Mayor shall take the chair and the Members shall be called to order.

6.5 In case the Mayor or the Deputy Mayor shall not be in attendance within fifteen (15) minutes after the hour appointed, Administration shall call the meeting to order until a Presiding Officer is chosen, who shall preside over the meeting until the arrival of the Mayor or the Deputy Mayor.

6.6 Administration shall record the time of arrival and departure of Council members at meetings should a Member arrive late at or depart prior to the completion of the meeting.

6.7 All regular meetings shall be held in Council chambers at the Town Administrative Office in Valleyview, Alberta unless otherwise resolved by Council.

6.8 Council, by resolution, can establish additional meeting dates.

### **7. Makeup of Agendas**

7.1 Unless otherwise specified in this Bylaw, the order of business for a regular meeting of Council shall be contained in the Agenda for the meeting and the Agenda shall be as laid out in general format in Schedule "A".

7.2 Administration shall prepare the Agenda of Council together with copies of all reports of communications to be dealt with at each regular meeting. Said Agenda is to be placed at the disposal of Council at least three (3) full days prior to the Council meeting.



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7.3 When a communication intended for Council is received by Administration, he/she/they shall place it on the Agenda of the next regular meeting once he/she/they is assured that there is sufficient information contained therein to allow Council to render a decision.

7.4 Every written communication reaching Administration and intended for Council shall be written or printed on paper and signed by at least one person whose address is shown.

### **8. Conduct of Business**

#### **8.1 Order**

- 8.1.1 The Presiding Officer shall preserve order, decorum, and decide questions or procedure subject to an appeal to the Council; and the decision of the Presiding Officer shall be final unless reversed by a majority vote of the Members present, without debate.
- 8.1.2 When the Mayor or Presiding Officer is called upon to decide a point of order or practice, the point shall be stated without unnecessary comment, and the Mayor or Presiding Officer shall cite the rule or authority applicable to same.

#### **8.2 Discussion**

- 8.2.1 The Presiding Officer shall give each member of Council who wishes to speak an opportunity to do so before calling the question. No Member shall speak more than once to the same question without the leave of Council, except to make an inquiry or in explanation of a part of his/her/their speech that may have been misconstrued; and in doing so shall not introduce any new matter. No Member shall speak to the same question, or in reply, for longer than fifteen (15) minutes.
- 8.2.2 Every member of Council and every member of Administration present at the meeting, in speaking to any question or motion, shall address him/her/their selves only to the Presiding Officer.
- 8.2.3 When two or more members of Council desire to speak to a matter, the Presiding Officer shall determine the priority.
- 8.2.4 A Member called to order shall immediately cease to speak, but may afterwards explain, and the Council, if appealed to, shall decide the same without debate; if there be no appeal, the decision of the Presiding Officer shall be complied with. During the reading of minutes, reports, communications, or other papers, and when a Member or any other person is addressing the Council, silence shall be observed, and no person shall be allowed to disturb the meeting.
- 8.2.5 Any Member may require the question or motion under discussion to be read at any time during the debate, but not so as to interrupt a Member while speaking.
- 8.2.6 No person shall be allowed to interrupt the speaker, except on a point of order, and no person shall carry on a private conversation.



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### 8.3 Calling the Question and Subsequent Motions

- 8.3.1 All motions shall be taken in writing by Administration before being debated or put from the chair. When a motion is stated, and upon request by a Member, it shall be read by the Presiding Officer or Administration before debate.
- 8.3.2 After a motion is read by the Presiding Officer or Administration, it shall be deemed to be in possession of the Council but may be withdrawn at any time before decision or amendment with the permission of all Members present.
- 8.3.3 Whenever the Mayor or Presiding Officer is of the opinion that a motion offered to Council is contrary to the rules and privileges of Council, he/she/they shall apprise the members thereof immediately before putting the question and shall cite the rule or authority applicable to the case without argument or comment.
- 8.3.4 No motion shall be offered that is subsequently the same as one on which the judgement of the meeting has already been expressed during the same meeting; and no question shall be reconsidered more than once at any one meeting.
- 8.3.5 A motion to refer any matter, until it is decided, shall preclude all amendments to the main question; further, said motion to refer is open to debate.
- 8.3.6 Whenever any matter of privilege arises, it shall immediately be taken into consideration.
- 8.3.7 When the question under consideration contains distinct propositions, upon the request of any member of Council, the vote upon each proposition shall be taken separately. If the vote is taken upon each proposition, it then becomes unnecessary to vote upon the whole question.
- 8.3.8 A motion to rescind an action of Council may be offered at any time subsequent to the meeting at which the original motion was passed. Any member of Council may make the motion to rescind; a majority vote of two-thirds of the members of Council is necessary for the passage of a motion to rescind.
- 8.3.9 A motion to adjourn Council shall always be in order; no reconsideration shall be allowed on motion of adjournment.
- 8.3.10 After any question is finally put by the presiding officer, no Member shall speak to the question, nor shall any other motion be made until after the result of the vote has been declared; and the decision of the Presiding Officer as to whether the question has been finally put shall be subject to appeal pursuant to Section 8.1.1 of this Bylaw. After the presiding officer has declared the vote, and subject to a motion for reconsideration, no change of vote can be made by the unanimous consent of the Members who were present when the vote was put.
- 8.3.11 The Mayor, when present, and every member of Council present shall vote on every matter:
  - a. Unless, in a specific case, the Mayor or Councillor is excused by resolution of the Council from voting, or
  - b. Unless disqualified or excused from voting by reason of pecuniary interest or conflict of interest, and
  - c. Administration shall record that the excused or disqualified Council abstained from voting on the matter.





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- 8.3.12 Upon division of the Council on a particular matter, those members of Council who wish to have their vote in opposition recorded may request same through the Presiding Officer.
- 8.3.13 Any bylaw or resolution upon which there is an equality of votes shall be deemed to have been decided in the negative.

### 8.4 Bylaws

- 8.4.1 When a proposed bylaw is read in Council, Administration shall certify the reading and the date of the reading on the face thereof. When a bylaw has been read a third time and finally passed, Administration shall keep on file correct copies thereof including amendments, if any.
- 8.4.2 A bylaw appearing upon the Council agenda when listed as ready for the first reading shall be introduced by a Member moving "That Bylaw No. (quoting Bylaw No.) be read a first time". After first reading the bylaw may be debated, referred, or laid over. If a bylaw fails to receive first reading, then it may be struck from the agenda.
- 8.4.3 Proposed bylaws shall be referred, after the first reading, to Town boards, committees, or commissions, if and when appropriate. Said reference to the boards, committees, or commissions shall be for reports on the leading features of said proposed bylaws, and for submission of any recommended amendments.
- 8.4.4 Every bylaw shall be read a third time before it is signed by the Mayor or Deputy Mayor. If a bylaw fails to receive third reading, it shall remain on the agenda to be dealt with at the next regular meeting of Council.
- 8.4.5 Every bylaw of general application shall be printed or otherwise duplicated so as to be available to all interested parties; other bylaws shall be recorded and filed as well as amendments thereto and Administration shall retain the original of every bylaw on file and properly record amendments thereto.
- 8.4.6 Every bylaw which has passed the Council shall immediately after being sealed with the seal of the Corporation and signed by the Mayor and CAO, be securely deposited by Administration.

### 8.5 Amendments

- 8.5.1 Every amendment must be relevant to the question on which it is proposed. Any amendment offered which raises a new question can only be considered on a distinct motion after notice.
- 8.5.2 All amendments shall be put in the reverse order to that in which they are moved; and every amendment shall be decided upon or withdrawn before the main question is put to a vote. Only one amendment to the main motion at one time shall be allowed, and only one sub-amendment shall be allowed to an amendment at one time. No member of Council may move to amend his/her/their own motion.
- 8.5.3 A sub-amendment should not enlarge the scope of the amendment but should deal with matters not covered by either the original motion or the amending motion.



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8.5.4 All motions for the appointment of any person to any office shall preclude any amendments.

8.5.5 An amendment proposing a direct negative to the original motion is out of order.

### 8.6 Delegation, Petitions, and Other Communications to Council

8.6.1 Any person or group of persons wishing to make direct representation to Council, shall so advise Administration in writing not less than seven (7) days prior to the Council meeting date. The written submission shall state a specific request to speak to Council and shall include a name of the person or group representative wishing to speak before Council, their municipal and mailing addresses, phone number(s), and the subject on which they wish to speak.

8.6.2 Notwithstanding any provisions of this Bylaw, the Council will grant a full and fair hearing to persons entitled by law to make oral submissions to Council.

8.6.3 In questioning Delegations, whether statutory or otherwise, members of Council will ask only those questions which are relevant to the subject of the hearing and will avoid repetition. Delegations speaking to the subject will be restricted to speaking to the relevant subject matter only.

8.6.4 Delegations shall not speak for more than five (5) minutes unless the time is extended by a majority vote of Council.

8.6.5 When a person or group of persons wishes to present to Council a petition on any matter within its jurisdiction, the petition must be:

- a. typed or legibly written;
- b. clearly set out the matter at issue;
- c. in accordance with the relevant Statutes to which the matter at issue is governed;
- d. received by Administration at least seven (7) days before the Council meeting.

Further, should the petitioners wish to address Council on the matter at issue contained on the petition, they shall do so in accordance with the provision of Section 8.6.1 of this Bylaw.

8.6.6 Before considering a Delegation, a petition, or any other communication directed to them, Council may first refer any such item to any appropriate board, commission, or committee; or, if Council deems the urgency of the matter so requires, by a two-third majority vote, take immediate action thereon.

### 8.7 In Camera

8.7.1 Where a majority of the members of Council present is of the opinion that it is in the public interest to hold a meeting or a portion of a regular meeting as Committee of the Whole on any subject in private, a Council may, by resolution, move in camera, and exclude any person or persons from said meeting. Council has no power at such In Camera meeting to pass any resolution or bylaw, apart from the resolution necessary to revert back to an open meeting.



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8.7.2 The rules of Council shall be observed while In Camera, as far as may be applicable. Questions of order arising In Camera shall be decided by the Presiding Officer, subject to an appeal to the Council.

### 8.8 Public Hearing

8.8.1 A Public Hearing may be held in conjunction with a regular or special meeting of Council.

8.8.2 In accordance with the *Municipal Government Act*, a Public Hearing:

- a. Shall hear any person, or group of persons, or persons representing them, who claims to be affected by a proposed bylaw or resolution and who has complied with the procedures outlined by Council; and
- b. May hear any other person who wishes to make a presentation and whom the Council agrees to hear.

8.8.3 The Mayor or Presiding Officer will:

- a. Introduce the first item on the agenda.
- b. Call upon the following to speak, in the order designated:
  - i. Persons in favor
  - ii. Persons against
  - iii. Administration
- c. Ask for a motion on the proposed matter.
- d. Proceed to the next item on the agenda.

8.8.4 Persons addressing Council should:

- a. Give their name and address.
- b. Indicate if they are speaking on their own behalf, or for a client or company, or for a group of citizens (i.e., community association, club, organization, etc.).

8.8.5 Conduct and control of meeting:

- a. A person who is not a member or officer of the Council shall not come within the bar of the Council chamber during a sitting of the Council unless he/she/they first obtains permission from the Mayor or Presiding Officer.
- b. Members of the Public Hearing who constitute the audience in the Council chamber during a Council meeting:
  - i. May not address Council without permission of the Council;
  - ii. Shall maintain order and quiet; and
  - iii. Shall not applaud or otherwise interrupt any speech or action of the members of Council, or any other person addressing Council.
- c. The Mayor or Presiding Officer may, at any meeting, cause to be expelled and excluded any person who creates any disturbance or acts improperly during a meeting.
- d. No person shall address Council for more than five (5) minutes, exclusive of the time required to answer questions put to him/her/them by Council.





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- e. Council will not debate issues with any speaker, but each member of Council may ask questions for clarification of each speaker. All questions will be directed through the Presiding Officer.
- f. Council may accept written submissions in lieu of verbal presentations as long as the document is signed, dated, and includes the name and address of the person making the submission.
- g. The Agenda may be retained for a person's personal use, however, if he/she/they have no further use for it, the Agenda shall be left on the table where it had been picked up for use by another person.
- h. When all persons who want to speak to an issue have been given their opportunity to speak, the Presiding Officer shall declare the Public Hearing closed. Once a Public Hearing is closed, it cannot be re-opened. Council may hold another Public Hearing on the same subject, however, it is subject to the same requirements of advertising and rules for speaking as the initial Public Hearing in accordance with the *Municipal Government Act*.

### 9. Appointment, Organization, and Conduct of Committees

9.1 Council may appoint Standing or Special Committees consisting of one or more of its Members, and may delegate to any such Committee:

- a. Any matter for consideration or inquiry, and
- b. Any of the duties and powers imposed and conferred upon this Council by this Act, except the powers:
  - i. To borrow money,
  - ii. To pass bylaws,
  - iii. To enter into contracts, or
  - iv. To publicly express or communicate any opinion that may be misconstrued as being Council's opinion.

A Committee to which a duty or power is delegated may exercise or perform it in like manner and with same effect as the Council.

9.2 All Standing and Special Committees shall be appointed on motion of a Member by consent of a majority of the Members present at a meeting of Council. Any member of the Council may be placed on a Committee notwithstanding the absence of any such Member at the time of his/her/they being named upon such Committee; the Mayor shall be ex-officio a Member of all Committees and the Mayor as such Member of the Committees shall have all the powers and privileges of any Member of the same including the right to vote upon all questions to be dealt with by such Committee.

9.3 In any case where a Member of a Standing or Special Committee is absent from the Town or is otherwise unable to attend meetings of the Committee of which he/she/they are a Member, the Mayor may appoint a member of Council to such a Committee to attend the



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meetings of the Committee concerned, such appointment to be restricted to one meeting unless authorized by Council.

- 9.4 Among the reports to each Council meeting shall be a written report from the CAO upon matters requiring the Council's decision or providing information to Council or including any other matter that is submitted at the request of Council or because the CAO deems it to be a matter that should properly be placed before Council.
- 9.5 A Special Committee may be appointed at any time by Council or by the Mayor acting upon the instruction of Council, providing only that a motion has been adopted specifying the matters to be dealt with by the Committee, and including the term of the Committee.
- 9.6 The membership of Standing Committees shall be subject to revision on a yearly basis at the Organizational Meeting of each year of a Council's term of office.
- 9.7 Each proposed change will be voted upon and decided by a majority vote.
- 9.8 The business of Council Committees shall be conducted under the following regulations and subject to the rules governing procedure in the Council:
- a. The Chairman shall preside at every meeting;
  - b. The name of the Chairman shall appear upon all reports and recommendations made by the Committee;
  - c. In the absence of the Chairman, an acting Chairman will be chosen by the Members present;
  - d. The minutes of the transaction of every Committee shall be accurately entered in a book to be provided for that purpose;
  - e. When a division takes place on any question and the question may be put to a vote, the votes of the Members may be recorded;
  - f. No report or recommendation to do with any matter or thing shall be recognized as emanating from any Committee unless it is in writing, nor unless it bears the name of the Chairman or acting Chairman and has been certified correct by Administration and refers to the minute of the Committee under which it is issued;
  - g. The Town staff person in attendance, or a Committee member designated by the Committee chairman, shall record the minutes of the Committee;
  - h. Any Council member not a member of a Committee shall have the right to attend Committee meetings with right of debate, but not to make motions or to vote; and
  - i. The CAO shall be "ex-officio" a member of all Standing Committees but shall not have the privilege of voting thereon.



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9.9 No member of the Council shall have the power to direct or interfere with the performance of any work for the Corporation, and the officer in charge shall be subject only to his/her/their superior officer (if any) and to the Council, or to any Committee (while acting in the capacity and not otherwise) to which the Council may in any case give authority in that behalf. Nothing in the foregoing shall in any way interfere or restrict the right of a Councillor to seek information from any officer or employee of the Town through the office of the CAO.

9.10 The general duties of all the Committees of Council shall be as follows:

- a. To report to Council whenever so desired by Council, and as often as the interests of the Town may require, on all matters connected with the duties imposed on each such Committee; and to recommend such action by the Council as it deem necessary within its terms of reference;
- b. To observe, unless otherwise specifically permitted, the rules prescribed by the bylaws of the Council; and
- c. The reports of all Committees shall be made available to the Council prior to same being made available to the public.

### 10. General

- 10.1 No Member shall speak disrespectfully of the Sovereign, or any of the Royal Family, or of the Governor General, or the Lieutenant Governor, or persons administering the government of the Dominion or of this Province, nor shall he/she/they use offensive words in or against the Council or against any Member thereof, nor shall he/she/they speak except upon the question in debate.
- 10.2 No Member shall reflect upon any vote of the Council except for the purpose of moving that such a vote be rescinded, nor shall he/she/they resist the rules of the Council, or disobey the decision of the Mayor or of the Council on any question of order or practice or upon the interpretation of the rules of the Council; and in case any Member shall so resist or disobey, he/she/they may be ordered by the Council by a majority vote to leave his/her/their seat for that meeting; and in case of his/her/they refusing to do so, he/she/they may on order of the Mayor, Deputy Mayor or other presiding officer, be removed therefrom by the police, but in case of ample apology being made by the offender, he/she/they may by vote of the Council without debate be permitted forthwith to take his/her/their seat.
- 10.3 Any Member of the Public who, while in the Council chamber, interrupts and disturbs the proceedings of Council by words or actions and who, when so requested by the presiding officer, refuses to end such interruption or to leave the Council chambers if so requested, shall be guilty of an offence and liable on conviction to the penalties provided in the Town's General Penalty Bylaw and shall be subject to removal from the Council chambers by the police.



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### 11. Severability

All sections of this Bylaw are separate and severable. Should any section or part of this Bylaw be deemed invalid or inoperative by any court or administrative body for any reason, the remaining sections shall remain valid and in full force and effect.

### 12. Repeal

This Bylaw repeals Council Procedure Bylaw #1999-07 and all amendments.

### 13. Coming Into Force

This Bylaw comes into force and effect on the day it is passed.

READ A FIRST TIME ON NOV 27, 2023

READ A SECOND TIME ON NOV 27, 2023

READ A THIRD TIME AND PASSED ON NOV 27, 2023

  
MAYOR

NOV 28, 2023  
DATE

  
CAO

NOV 28, 2023  
DATE



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### **SCHEDULE "A"**

#### **Regular Council Meeting - Agenda**

1. Call to Order
2. Acceptance of Agenda
3. Adoption of Minutes
4. Public Hearings
5. Presentations & Delegations
6. Town Operational Reports
7. Committee Reports
8. Old Business
9. New Business
10. Bylaws
11. Correspondence
12. Closed Session
13. Adjournment



## COUNCIL PROCEDURAL BYLAW BYLAW # 2025-04

BYLAW # 2025-04

AUTHORITY: Mayor & Council

APPROVAL:

EFFECTIVE DATE: April 28<sup>th</sup>, 2025

SUPERCEDES: 2023-12 Council Procedural Bylaw

**A Bylaw of the Town of Valleyview, Province of Alberta, to provide for the orderly proceedings or meetings of Council, Council Committees and other bodies established by Council.**

**WHEREAS**, pursuant to section 145 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, Council may pass bylaws in relation to the establishment and functions of Council Committees, and the procedure and conduct of Council and Council Committees;

**AND WHEREAS**, pursuant to section 203 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, Council may, by bylaw, delegate its powers, duties and functions to a Council Committee;

**AND WHEREAS**, the *Municipal Government Act* governs the conduct of Councils, Councillors, Council Committees, municipal organization and administration, public participation, and the powers of a municipality.

**NOW, THEREFORE, THE COUNCIL OF THE TOWN OF VALLEYVIEW, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:**

### 1. Short Title

- 1.1. This Bylaw may be cited as the Town of Valleyview's "Council Procedural Bylaw".

### 2. Purpose

- 2.1. The purpose of this Bylaw is to regulate the procedures and transactions of business by the Council of the Town of Valleyview.

### 3. Definitions

In this Bylaw:

- 3.1. **"Acting Mayor"** means the Member selected by Council to act in the absence or incapacity of both the Mayor and Deputy Mayor;
- 3.2. **"Administration"** means the Chief Administrative Officer (CAO) and any employee of the Town who is accountable to the CAO;
- 3.3. **"Agenda"** means the order of items of business for a regular or special meeting of Council and the associated reports, bylaws, and other documents;
- 3.4. **"Annual Organization Meeting"** means the annual organizational meeting held in October as required under the *Municipal Government Act*;





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- 3.5. **“Business Day”** means a day in which the Town Administration Office is open to the public, typically Monday through Friday, with the exception of Statutory Holidays.
  - 3.6. **“Chief Administrative Officer”** or CAO means the chief administrative officer of the Town of Valleyview or their delegate.
  - 3.7. **“Closed Session”** means a meeting or portion thereof, where any members of the public are not permitted to attend. Councils and Council Committees may close all or part of their meetings to the public if a matter to be discussed is within one of the exceptions to disclosure in Division 2 of Part 1 of the *Freedom of Information Act and Protection of Privacy Act*.
  - 3.8. **“Committee of the Whole”** means the Mayor and Councillors duly elected in the Town of Valleyview and who continue to hold office.
  - 3.9. **“Council”** means the Mayor and Councillors duly elected in the Town of Valleyview and who continue to hold office.
  - 3.10. **“Council Committee”** means a committee established by Council containing the entirety of Council Members, including Committee of the Whole and Municipal Planning Commission. These Committees make recommendations to Council.
  - 3.11. **“Delegation”** means an individual or group making a presentation to Council or Council Committee.
  - 3.12. **“Electronic Meeting”** means a meeting conducted through electronic communications.
  - 3.13. **“Member”** means either Council, Council Committee, or Board Member.
  - 3.14. **“Person”** refers to any Council or Committee Member, any Member of Administration, any delegation addressing Council, any Committee, any Member of the press and media, and any Member of the public present at the meeting.
  - 3.15. **“Presiding Officer”** means the Mayor, the Deputy Mayor, or other Councillor chosen to act as the Chairperson at a Council meeting should the Mayor or Deputy Mayor not be in attendance; and in the case of Council Committees, shall refer to the Chairperson or any acting Chairperson.
  - 3.16. **“Quorum”** means a majority of the elected Members of the whole Council; or in the case of a Council-appointed Committee, at least fifty one percent (51%) of the voting Members at a meeting; or conformance with the requirements of a quorum as set out in the bylaw establishing the Board of Committee.
  - 3.17. **“Recess”** means an intermission or break within a meeting that does not end in the meeting, and after which proceedings are immediately resumed at the point that they were interrupted.



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- 3.18. **“Request for Information”** means a request from a Member of Council regarding items on the Council meeting Agenda.
- 3.19. **“Signing Authority”** means those Members of Council and Administration who are duly appointed to sign all Town documents which include (but are not restricted to) appointments, bylaws, plans, etc., but shall not mean those Members of Council and Administration who are duly registered with the Town banking institutions as signing authority for the Town issued cheques and other financial documents.
- 3.20. **“Special Committee”** means those Committees composed of Members appointed annually for a specific purpose and disbanded upon attainment of the purpose.
- 3.21. **“Standing Committee”** means those Committees composed of Members appointed annually at the Annual Organizational Meeting and which are an on-going, continually functioning body.
- 3.22. **“Town”** means the Town of Valleyview.

#### 4. Application

- 4.1. This Bylaw applies to all meetings of Council and Council Committees and shall be binding on all Councillors and Committee Members.
- 4.2. This Bylaw shall prevail over any other bylaw of the Town of Valleyview.

#### 5. Interpretation

- 5.1. When a matter arises relating to proceedings not covered by a provision of this Bylaw, or the *Municipal Government Act*, the matter shall be decided by reference to the most recent edition of Robert’s Rules of Order.
- 5.2. Procedure is a matter of interpretation by the Chairperson.
- a. In the event of a conflict between Robert’s Rules of Order and this Bylaw, the provision of this Bylaw shall apply;
  - b. In the absence of any statutory obligation, any provision of this Bylaw may be temporarily waived, altered, or suspended by Special Resolution (two-thirds majority vote), except:
    - a. The provisions about statutory hearings; and
    - b. The provisions for amending or repealing this Bylaw.
- 5.3. Headings in this Bylaw are for guidance purposes and convenience only.





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- 5.4. Any reference to the provisions of a statute of Alberta is a reference to that statute as amended from time to time.

### 6. Settings of Meetings

#### 6.1. Organizational Meetings

- 6.1.1. An Organizational Meeting will be held each year in accordance with the *Municipal Government Act*.
- 6.1.2. At the Organizational Meeting:
- The CAO shall call the meeting to order at the first Organizational Meeting following a General Election;
  - The CAO shall issue the Oaths of Office to the Mayor and all Councillors, as the first order of business at the first Organizational Meeting following a General Election; and
  - The CAO will turn the meeting over to the Mayor.
- 6.1.3. The Mayor will:
- Preside over the election of Deputy Mayor. Council shall confirm the result of the election by resolution; and
  - Preside over the remainder of the meeting.
- 6.1.4. At the Annual Organizational Meeting, Council will:
- Establish the dates and times of its regular meetings. If a regular meeting falls on a holiday, the meeting shall be held on the next following day, not being a holiday, unless said regular council meeting is cancelled by resolution;
  - Establish the dates, times, and places for Committee, Commission, and other pertinent meetings;
  - Appoint Council Committee, Commission, and Board Members;
  - Appoint Town's signing authority Persons; and
  - Conduct other business as identified within the agenda.
- 6.1.5. In the case of tied votes in the appointment of a Board Member, the CAO will write the names of the individuals in question on slips of paper of equal size and place them in an appropriate receptacle. The CAO will then draw a name from the receptacle and shall declare the name of the individual written on the withdrawn slip of paper. Council shall confirm the result by resolution.
- 6.1.6. The Council shall hold its meetings openly, and no person shall be excluded or expelled from them except for improper conduct and closed session portions of the meeting.
- 6.1.7. Unless there be a quorum present in half an hour after the time appointed for the Members of Council, Administration shall call the roll and take down the names of Members present.



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The Council shall then stand absolutely adjourned until the next day of meeting unless a special meeting is duly called in the meantime.

6.1.8. As soon after the hour of the meeting as there is a quorum present, the mayor shall take the chair, and the Members shall be called to order.

6.1.9. In case the Mayor or Deputy Mayor shall not be in attendance within fifteen (15) minutes after the hour appointed, Administration shall call the meeting to order until a Presiding Officer is chosen, who shall preside over the meeting until the arrival of the Mayor or Deputy Mayor.

6.1.10. Administration shall record the time of arrival and departure of Council Members at meetings, should a Member arrive late at or depart prior to the completion of the meeting.

6.1.11. All regular meetings shall be held in Council chambers at the Town Administrative Office in Valleyview, Alberta, unless otherwise resolved by Council.

6.1.12. Council, by resolution, can establish additional meeting dates.

### 6.2. Public Hearings

6.2.1. In accordance with the *Municipal Government Act*, a Public Hearing:

- a. Shall hear any person, or group of persons, or persons representing them, who claims to be affected by a proposed bylaw or resolution and who has complied with the procedures outlined by Council; and
- b. May hear any other person who wishes to make representations and whom the Council agrees to hear.

6.2.2. The Mayor or Presiding Officer will:

- a. Introduce the first item on the agenda.
- b. Call upon the following person to speak in the order designated:
  - i. Persons in favor
  - ii. Persons against
  - iii. Administration
- c. Ask for a motion on the proposed matter.
- d. Proceed to the next item on the agenda.

6.2.3. Persons addressing Council should:

- a. Give their name and address.
- b. Indicate if they are speaking on their own behalf, for a client or company, or for a group of citizens (i.e., community association, club, organization, etc.).



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### 6.2.4. Conduct and control of meeting:

- a. A person who is not a member or officer of the Council shall not come within the bar of the Council chamber during a sitting of the Council unless he/she/they first obtain permission from the Mayor or Presiding Officer.
- b. Members of the Public Hearing who constitute the audience in the Council chamber during a Council meeting:
  - i. May not address Council without permission from the Council;
  - ii. Shall maintain order and quiet; and
  - iii. Shall not applaud or otherwise interrupt any speech or action of the members of Council, or any other person addressing Council.
- c. The Mayor or Presiding Officer may, at any meeting, cause to be expelled and excluded any person who creates any disturbance or acts improperly during a meeting.
- d. No person shall address Council for more than five (5) minutes, exclusive of the time required to answer questions put to him/her/them by Council.
- e. Council will not debate any issues with any speaker, but each member of Council may ask questions for clarification of each speaker. All questions will be directed through the Presiding Officer.
- f. Council may accept written submissions in lieu of verbal presentations as long as the document is signed, dated, and includes the name and address of the person making the submission.
- g. The Agenda may be retained for a person's personal use; however, if he/she/they have no further use for it, the Agenda shall be left on the table where it was picked up for another person.
- h. When all persons who want to speak to an issue have been given their opportunity to speak, the Presiding Officer shall declare the Public Hearing closed. Once a Public Hearing is closed, it cannot be reopened.
- i. Unless this Act or another enactment specifies otherwise, a council may hold only one public hearing on each proposed bylaw or resolution, or any part thereof, that considers residential developments or developments with residential and non-residential developments under Part 17 of the *Municipal Government Act*.

### 6.2.5. General Public Hearing Provisions:

- a. Public Hearings are held when required by the Act or any other legislation;
- b. Public Hearings are held at Regular or Special Council Meetings;
- c. Public Hearings shall accommodate participation through electronic means in accordance with the Act and this Bylaw;
- d. All public information pertaining to a Public Hearing shall be included in the meeting's agenda package, which will be made available in accordance with this Bylaw;



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- e. When a Public Hearing is required to be held on a proposed bylaw, the Public Hearing will be held after the first reading and prior to the second reading of the proposed bylaw or prior to a vote on the proposed bylaw; and
  - f. Public Hearings are advertised in accordance with the Act and any applicable Town of Valleyview bylaws, policies, and procedures.

### **7. Electronic Meetings**

- 7.1. Council may conduct any Council Meeting through electronic means in accordance with the requirements of applicable provincial and municipal legislation.
- 7.2. Council Members participating in a meeting by electronic means are deemed to be present at the meeting.
- 7.3. When a meeting goes into Closed Session, a Member of Council or Council Committee who is attending a meeting through electronic means must make a statement declaring that they are alone. To maintain the confidentiality of matters discussed in Closed Session, if a member is not alone, they may not participate in the Closed Session portion of the meeting.
- 7.4. Council shall conduct all Public Hearings through electronic means in accordance with the requirements of applicable provincial and municipal legislation.
- 7.5. Public notifications of a meeting conducted through electronic means, including Public Hearings, shall include:
  - a. The type(s) of electronic means by which the meeting is to be held; and
  - b. The method by which members of the public may access the meeting and make submissions.
- 7.6. The camera and microphone of participants through electronic means are to remain off and muted except when it is their turn to address Council.
- 7.7. When addressing Council at a Public Hearing through electronic means, the person speaking must state their name and legal address.

### **8. Makeup of Agendas**

- 8.1. Unless otherwise specified in this Bylaw, the order of business for a regular meeting of Council shall be contained in the agenda for the meeting, and the agenda shall be as laid out in general format in Schedule "A".
- 8.2. Administration shall prepare the Agenda of Council together with copies of all reports of communications to be dealt with at each regular meeting. The agenda should be made available to Council at least three (3) full days prior to the council meeting.



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8.3. When Administration receives a communication intended for Council, he/she/they shall place it on the agenda of the next regular meeting once he/she/they are assured that there is sufficient information contained therein to allow Council to render a decision.

8.4. Every written communication reaching Administration and intended for Council shall be written or printed on paper and signed by at least one person whose address is shown.

### 9. Conduct of Business

#### 9.1. Order

9.1.1. The Presiding Officer shall preserve order and decorum and decide questions or procedures subject to an appeal to the Council. The decision of the Presiding Officer shall be final unless reversed by a majority vote of the Members present, without debate.

9.1.2. When the Mayor or Presiding Officer is called upon to decide a point of order or practice, the point shall be stated without unnecessary comment, and the Mayor or Presiding Officer shall cite the rule or authority applicable to same.

#### 9.2. Discussion

9.2.1. The Presiding Officer shall give each Member of Council who wishes to speak an opportunity to do so before calling the question. No Member shall speak more than once on the same question without the leave of Council, except to make an inquiry or in explanation of a part of his/her/their speech that may have been misconstrued; and in doing so shall not introduce any new matter. No Member shall speak to the same questions, or in reply, for longer than fifteen (15) minutes.

9.2.2. Every Member of Council and every Member of Administration present at the meeting, in speaking to any question or motion, shall address him/her/their selves only to the Presiding Officer.

9.2.3. When two (2) or more Members of Council desire to speak to a matter, the Presiding Officer shall determine the priority.

9.2.4. A Member called to order shall immediately cease to speak, but may afterwards explain, and the Council, if appealed to, shall decide the same without debate; if there is no appeal, the decision of the Presiding Officer shall be complied with. During the reading of minutes, reports, communications, or other papers, and when a Member or any other person is addressing the Council, silence shall be observed, and no person shall be allowed to disturb the meeting.





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9.2.5. Any Member may require the question or motion under discussion to be read at any time during the debate, but not so as to interrupt a member while speaking.

9.2.6. No person shall be allowed to interrupt the speaker, except on a point of order, and no person shall carry on a private conversation.

### 9.3. Calling the Question and Subsequent Motions

9.3.1. All motions shall be taken in writing by Administration before being debated or put from the chair. When a motion is stated, and upon request by a Member, it shall be read by the Presiding Officer or Administration before debate.

9.3.2. After a motion is read by the Presiding Officer or Administration, it shall be deemed to be in possession of the Council but may be withdrawn at any time before decision or amendment with the permission of all Members present.

9.3.3. Whenever the Mayor or Presiding Officer is of the opinion that a motion offered to Council is contrary to the rules and privileges of Council, he/she/they shall apprise the members thereof immediately before putting the question and shall cite the rule or authority applicable to the case without an argument or comment.

9.3.4. No motion shall be offered that is subsequently the same as one on which the judgment of the meeting has already been expressed during the same meeting, and no question shall be reconsidered more than once at any one meeting.

9.3.5. A motion to refer any matter until it is decided shall preclude all amendments to the main question; further, said motion to refer is open to debate.

9.3.6. Whenever any matter of privilege arises, it shall immediately be taken into consideration.

9.3.7. When the question under consideration contains distinct propositions, upon the request of any member of Council, the vote upon each proposition shall be taken separately. If the vote is taken upon each proposition, it then becomes unnecessary to vote up on the whole question.

9.3.8. A motion to rescind an action of Council may be offered at any time subsequent to the meeting at which the original motion was passed. Any member of Council may make the motion to second; a majority vote of two-thirds of the members of Council is necessary for the passage of a motion to rescind.

9.3.9. A motion to adjourn Council shall always be in order; no reconsideration shall be allowed on motion of adjournment.



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9.3.10. After any question is finally put by the Presiding Officer, no Member shall speak to the question, nor shall any other motion be made until after the result of the vote has been declared; and the decision of the Presiding Officer as to whether the question has been finally put shall be subject to appeal pursuant to Section 8.1.1 of this Bylaw. After the presiding officer has declared the vote, and subject to a motion for reconsideration, no change of vote can be made by the unanimous consent of the Members who were present when the vote was put.

9.3.11. The Mayor, when present, and every member of Council present shall vote on every matter:

- Unless, in a specific case, the Mayor or Councillor is excused by resolution of the Council from voting, or
- Unless disqualified or excused from voting by reason of pecuniary interest or conflict of interest, and
- Administration shall record that the excused or disqualified Council abstained from voting on the matter.

9.3.12. Upon division of Council on a particular matter, those members of Council who wish to have their vote in opposition recorded may request same through the Presiding Officer.

9.3.13. Any bylaw or resolution upon which there is an equality of votes shall be deemed to have been decided in the negative.

### 9.4. Bylaws

9.4.1. When a proposed bylaw is read in Council, Administration shall certify the reading and the date of the reading on the face thereof. When a bylaw has been read a third time and finally passed, Administration shall keep on file correct copies thereof including amendments, if any.

9.4.2. A bylaw appearing upon the Council agenda when listed as ready for the first reading shall be introduced by a Member moving "The Bylaw No. (quoting Bylaw No.) be read a first time". After first reading, the bylaw may be debated, referred, or laid over. If a bylaw fails to receive first reading, then it may be struck from the agenda.

9.4.3. Proposed bylaws shall be referred, after the first reading, to own boards, committees, or commissions, if and when appropriate. Said reference to the boards, committees, or commissions shall be for reports on the leading feature of said proposed bylaws, and for submission of any recommended amendments.

9.4.4. Every bylaw shall be read a third time before it is signed by the Mayor or Deputy Mayor. If a bylaw fails to receive a third reading, it shall remain on the agenda to be dealt with at the next regular meeting of Council.

9.4.5. Every bylaw of general application shall be printed or otherwise duplicated so as to be available to all interested parties; other bylaws shall be recorded and filed as well as





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amendments thereto, and Administration shall retain the original of every bylaw on file and properly record amendments thereto.

9.4.6. Every bylaw that has passed the Council shall immediately, after being sealed with the seal of the Corporation and signed by the Mayor and CAO, be securely deposited by Administration.

### 9.5. Amendments

9.5.1. Every amendment must be relevant to the question on which it is proposed. Any amendment offered which raises a new question can only be considered on a distinct motion after notice.

9.5.2. All amendments shall be put in the reverse order to that in which they are moved; and every amendment shall be decided upon or withdrawn before the main question is to be put to vote. Only one amendment to the main motion at one time shall be allowed, and only one sub-amendment shall be allowed to an amendment at one time. No member of Council may move to amend his/her/their own motion.

9.5.3. A sub-amendment should not enlarge the scope of the amendment but should deal with matters not covered by either the original motion or the amending motion.

9.5.4. All motions for the appointment of any person to office shall preclude any amendments.

9.5.5. An amendment proposing a direct negative to the original motion is out of order.

### 9.6. Delegation, Petitions, and Other Communications to Council

9.6.1. Any person or group of persons wishing to make direct representation to Council, shall so advise Administration in writing not less than seven (7) days prior to the Council meeting date. The written submission shall state a specific request to speak before Council, their municipal and mailing addresses, phone number(s), and the subject on which they wish to speak.

9.6.2. Notwithstanding any provisions of this Bylaw, the Council will grant a full and fair hearing to persons entitled by law to make oral submissions to Council.

9.6.3. In questioning Delegations, whether statutory or otherwise, members of the Council will ask only those questions that are relevant to the subject of the hearing and will avoid repetition. Delegations speaking on the subject will be restricted to speaking only on the relevant matter.

9.6.4. Delegations shall not speak for more than five (5) minutes unless a majority vote of Council extends the time.



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- 9.6.5. When a person or group of persons wishes to be present to Council a petition on any matter within its jurisdiction, the petition must be:
- typed or legibly written;
  - clearly set out in the matter at issue;
  - in accordance with the relevant statutes to which the matter at issue is governed; and received by Administration at least seven (7) days before the Council meeting.

Further, should the petitioners wish to address Council on the matter at issue contained on the petition, they shall do so in accordance with the provision of Section 8.6.1 of this Bylaw.

- 9.6.6. Before considering a Delegation, a petition, or any other communication directed to them, Council may first refer any such item to any appropriate board, commission, or committee; or, if Council deems the urgency of the matter so requires, by a two-third majority vote, take immediate action thereon.

### 9.7. In Camera

- 9.7.1. Where a majority of the members of Council present is of the opinion that it is in the public interest to hold a meeting or a portion of a regular meeting as Committee of the Whole on any subject in private, a Council may, by resolution, move in camera, and exclude any person or persons from said meeting. Council has no power at such In Camera meeting to pass any resolution or bylaw, apart from the resolution necessary to revert back to an open meeting.
- 9.7.2. The rules of Council shall be observed while In Camera, as far as may be applicable. Questions of order arising In Camera shall be decided by the Presiding Officer, subject to an appeal to the Council.

## 10. Appointment, Organization, and Conduct of Committees

- 10.1. Council may appoint Standing or Special Committees consisting of one or more of its Members, and may delegate to any such Committee:
- Any matter for consideration or inquiry, and
  - Any of the duties and powers imposed and conferred upon this Council by Act, except the powers:
    - To borrow money,
    - To pass bylaws,
    - To enter into contracts, or
    - To publicly express or communicate any opinion that may be misconstrued as being Council's opinion.



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A Committee to which a duty or power is delegated may exercise or perform it in like manner and with same effect as the Council.

- 10.2. All Standing and Special Committees shall be appointed on motion of a Member by consent of a majority of the Members present at a meeting of Council. Any member of the Council may be placed on a Committee notwithstanding the absence of any such Member at the time of his/her/them being named upon such Committee; the Mayor shall be ex-officio a Member of all Committees and the Mayor as much Member of the Committees shall have all the powers and privileges of any Member of the same including the right to vote upon all questions to be dealt with by such Committee.
- 10.3. In any case where a Member of a Standing or Special Committee is absent from the Town or is otherwise unable to attend meetings of the Committee of which he/she/they are a Member, the Mayor may appoint a member of Council to such a Committee to attend the meetings of the Committee concerned, such appointment to be restricted to one meeting unless authorized by Council.
- 10.4. Among the reports to each Council meeting shall be a written report from the CAO upon matters requiring the Council's decision or providing information to Council or including any other matter that is submitted at the request of Council or because the CAO deems it to be a matter that should properly be placed before Council.
- 10.5. A Special Committee may be appointed at any time by Council or by the Mayor acting upon the instruction of Council, providing only that a motion has been adopted specifying the matter to be dealt with by the Committee, and including the term of the Committee.
- 10.6. The membership of Standing Committees shall be subject to revision on a yearly basis at the Annual Organizational Meeting of each year of a Council's term of office.
- 10.7. Each proposed change will be voted upon and decided by a majority vote.
- 10.8. The business of Council Committees shall be conducted under the following regulations and subject to the rules governing procedure in the Council:
  - a. The Chairman shall preside at every meeting;
  - b. The name of the Chairman shall appear upon all reports and recommendations made by the Committee;
  - c. In the absence of the Chairman, an acting Chairman will be chosen by the Members present;
  - d. The minutes of the transaction of every Committee shall be accurately entered in a book to be provided for that purpose;
  - e. When a division takes place on any question and the question may be put to a vote, the votes of the Members may be recorded;
  - f. No report or recommendation to do with any matter or thing shall be recognized as emanating from any Committee unless it is in writing, nor unless it bears the name of the Chairman or



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APPROVAL:

EFFECTIVE DATE: April 28<sup>th</sup>, 2025

SUPERCEDES: 2023-12 Council Procedural Bylaw

- 
- acting Chairman and has been certified correct by Administration and refers to the minutes of the Committee under which it is issued;
- g. The Town staff person in attendance, or a Committee member designated by the Committee Chairman, shall record the minutes of the Committee;
  - h. Any Council member not a member of the Committee shall have the right to attend Committee meetings with right of debate, but not to make motions or to vote; and
  - i. The CAO shall be “ex-officio” a member of all Standing Committees but shall not have the privilege of voting thereon.
- 10.9. No member of the Council shall have the power to direct or interfere with the performance of any work for the Corporation, and the officer in charge shall be subject only to his/her/their superior officer (if any) and to the Council, or to any Committee (while acting in the capacity and not otherwise) to which the Council may in any case give authority in that behalf. Nothing in the foregoing shall in any way interfere or restrict the right of a Councillor to seek information from any officer or employee of the Town through the office of the CAO.
- 10.10. The general duties of all the Committees of Council shall be as follows:
- a. To report to Council whenever so desired by Council, and as often as the interests of the Town may require, on all matters connected with the duties imposed on each such Committee; and to recommend such action by the Council as it deems necessary within its terms of reference;
  - b. To observe, unless otherwise specifically permitted, the rules prescribed by the bylaws of the Council; and
  - c. The reports of all Committees shall be made available to the Council prior to same being made available to the public.

### 11. General

- 11.1. Any Member of the Public who, while in the Council chamber, interrupts and disturbs the proceedings of Council by words or actions and who, when so requested by the Presiding Officer, refuses to end such interruption or to leave the Council chambers if so requested, shall be guilty of an offense and liable to conviction to the penalties provided in the Town’s General Penalty Bylaw and shall be subject to removal from the Council chambers by the police.

### 12. Severability

All sections of this Bylaw are separate and severable. Should any section or part of this Bylaw be deemed invalid or inoperative by any court or administrative body for any reason, the remaining sections shall remain valid and in full force and effect.

### 13. Repeal



**COUNCIL PROCEDURAL BYLAW  
BYLAW # 2025-04**

**BYLAW # 2025-04**

**AUTHORITY: Mayor & Council**

**APPROVAL:**

**EFFECTIVE DATE: April 28<sup>th</sup>, 2025**

**SUPERCEDES: 2023-12 Council Procedural Bylaw**

---

This Bylaw repeals Council Procedural Bylaw #2023-12 and all amendments.

**14. Coming into Force**

This Bylaw comes into force and effect on the day it is passed.

**READ A FIRST TIME ON:** \_\_\_\_\_

**READ A SECOND TIME, AS AMENDED ON** \_\_\_\_\_

**READ A THIRD TIME, AS AMENDED ON** \_\_\_\_\_

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER

\_\_\_\_\_  
DATE:



## COUNCIL PROCEDURAL BYLAW BYLAW # 2025-04

BYLAW # 2025-04

AUTHORITY: Mayor & Council

APPROVAL:

EFFECTIVE DATE: April 28<sup>th</sup>, 2025

SUPERCEDES: 2023-12 Council Procedural Bylaw

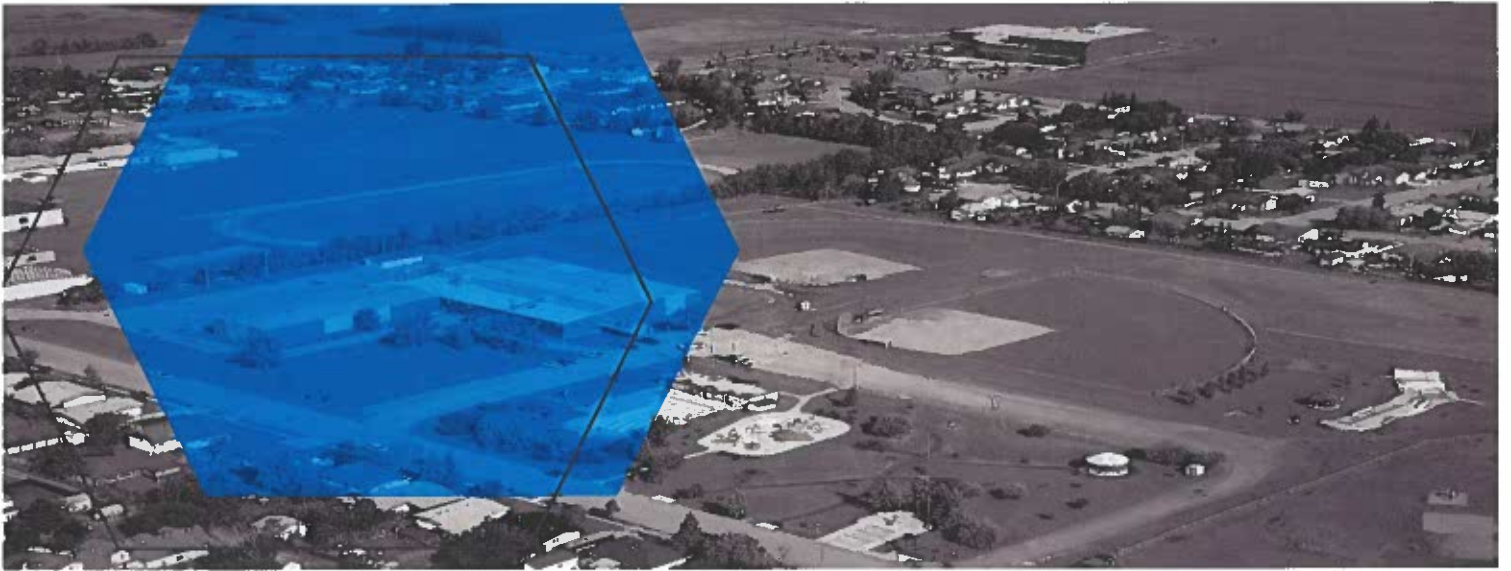
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### SCHEDULE "A"

#### Regular Council Meeting Agenda

1. Call to Order
2. Acceptance of Agenda
3. Adoption of Minutes
4. Public Hearings
5. Presentations & Delegations
6. Town Operational Reports
7. Committee Business
8. Old Business
9. New Business
10. Bylaws
11. Correspondence
12. Closed Session
13. Adjournment

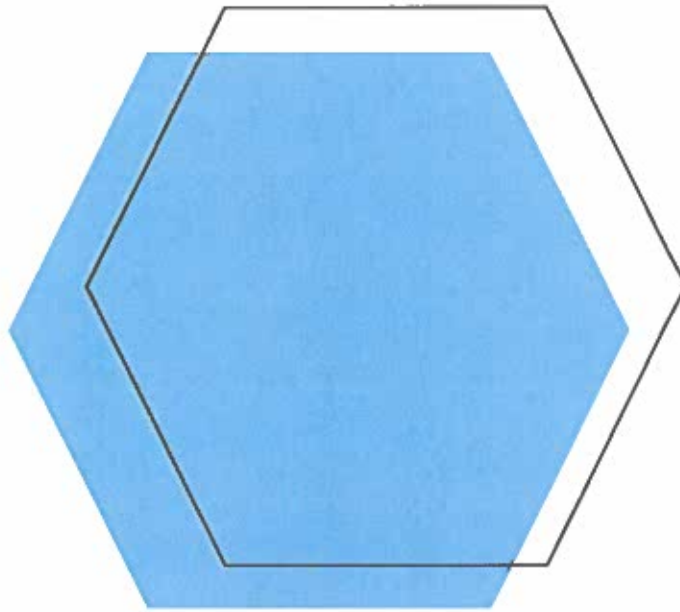




# CORRESPONDENCE



CORRESPONDENCE



## REGULAR COUNCIL MEETING

COUNCIL CHAMBERS

TOWN ADMINISTRATION OFFICE



8301 - 110 Street  
Grande Prairie, AB T8W 6T2  
Phone: 780 538 4656  
[PeaceLibrarySystem.ab.ca](http://PeaceLibrarySystem.ab.ca)

Vern Lymburner, Mayor  
P.O. Box 270  
VALLEYVIEW AB T0H 3N0

Dear Mayor Vern Lymburner,

Thank you for your ongoing support for Peace Library System and the libraries in our region. In this era of fast-moving information and technology, libraries are more relevant than ever, providing access to books, e-books, reference databases, magazines and newspapers, as well as local library programming such as story time, book clubs and more. In addition, the membership in the system grants Peace region citizens the right to use library resources from across the province and the country, making your library so much more than just what is on the shelf. With the modern problem of high costs for library resources, access to shared resources through the Peace Library System and the other systems with whom we partner is of great benefit to all member libraries and their citizens. Since 1986, Peace Library System has been the backbone in the Peace region for those sharing arrangements, allowing Peace region residents to access all the resources and services of big city libraries in even the remotest areas of the northwest.

Additionally, through the membership in the Peace Library System, member libraries can access materials from post-secondary libraries, assisting in education and training, they can access free public computers for use in educational courses and exams, and even materials for the use and benefit of small businesses.

Membership means that your library has a support system surrounding it and supporting it, the way large municipal libraries can. The System provides your library with services such as ordering and cataloguing support, delivery and transportation, programming support and consulting, so that your library can focus its resources, its time and its money on direct services to the people in your community.

With that in mind, the Master Agreement between member municipalities has been updated to include the current legal language requirements and the services that have been added since the original agreement was drafted.





8301 - 110 Street  
Grande Prairie, AB T8W 6T2  
Phone: 780 538 4656  
[PeaceLibrarySystem.ab.ca](http://PeaceLibrarySystem.ab.ca)

The major changes are:

- Clarification of the language around the arbitration of disagreements, see section 15.
- Inclusion of IT Services in the schedule of services offered to libraries, see schedule D.
- The list of bodies eligible for membership in the System, see schedule A.
- The limit placed on the amount levies can be raised, see schedule B.

**Arbitration** – The previous language around the arbitration of disagreements between members was unclear and contradictory. The inclusion of the two new paragraphs clears up the process and parties involved in arbitration.

**IT Services** – No IT services are mentioned at all in the current agreement, but it is a very large part of the support we offer to member libraries. Not all libraries take part in all services offered, but the schedule of services offered are available to all member libraries to take advantage of. This language clearly outlines what services are offered at the System level and what is the responsibility of the library.

**Eligible Bodies** – With the addition of a Provincial grant meant to encourage library services in Indigenous communities, the benefits of System membership need to be extended to school authorities located on Indigenous reserves.

**Levies** – Prior to the levy raise in 2023, the levy had not changed for seven years. From 2016 to 2023, it remained the same. In that time, the rate of inflation was nearly 20%. In 2023, a 5% raise was approved by the Board in an attempt to remain out of deficit. We are aware that any raise in levy has an impact on municipal budgeting, and we remain firm that any raise in levy has to be proven as needed by the budget approved by the Board. Increases in levy are not undertaken lightly, and we appreciate that municipal funding is a difficult matter. Therefore we propose that no increase more than 5% can be approved by the Board without prior approval of the Municipal members. As you can see from the table below, Peace Library System's levy rate is the third lowest of total fees charged by library systems in Alberta.



8301 - 110 Street  
Grande Prairie, AB T8W 6T2  
Phone: 780 538 4656  
[PeaceLibrarySystem.ab.ca](http://PeaceLibrarySystem.ab.ca)

**Library System Revenue Sources  
2024  
Table 1**

Library System	Revenue Source (per capita)				
	Municipality	Municipality w/o Board	Library Board	Operating Grant	Total Revenue <sup>1</sup>
Chinook Arch <sup>2</sup>	7.76	10.22	3.57	4.75	16.08
Mangold	6.46	10.96	4.50	4.75	15.71
Northern Lights	5.39	10.78	5.39	4.75	15.53
Parkland <sup>1</sup>	9.18	9.18	0.00	4.75	13.93
Peace	6.68	9.43	2.75	4.75	14.18
Shortgrass	4.97	10.05	5.08	4.75	14.80
Yellowhead	4.65	n/a	0.00	4.75	9.40
Average <sup>3</sup>	\$6.44	\$10.10	\$4.26	\$4.75	\$14.23

<sup>1</sup> This figure represents the total of all columns except the "Municipality w/o Board" column; it does NOT take into account revenue from sources other than those listed.

<sup>2</sup> Municipalities without Boards pay a minimum Rural Service Fee of \$2.00 per capita in addition to the regular Municipal fee. Since the Rural Service Fee is a direct transfer through the System to the local libraries which provide library services to that municipality, some municipalities choose to pay more than the \$2.00 minimum for the Rural Service Fee portion. The rate for municipalities without a library board is a minimum \$2.00 and ranges up to \$2.77, depending on the agreement with the municipality.

<sup>3</sup> For the first four years, new member municipalities are locked in at the rate at which they joined the system.

<sup>4</sup> Averages exclude "n/a" and values of zero.

Since 2016, circulation of items in the system libraries, physical books checked out, continues to increase of about fifty thousand items per year, reaching over 815,000 items circulated in 2024. The number of items brought in from other libraries to satisfy requests from library patrons continues to increase, reaching over 122,000 in 2024. E-resource usage has almost quadrupled since 2016, reaching over 168,000 in 2024. The delivery vans, who deliver new items, circulating items and interlibrary loans, went from 55,500 km in 2016 to over 222,000 km per year in 2024. The demand for both current and new services continue.

Attached you will find a red line copy of the amended agreement, showing all wording changes, and a clean copy for signature. Should you have any questions or would like to have a discussion regarding the agreement, please contact Louisa Robison, CEO of Peace Library System, at 780-538-4656 or [lrobison@peacelibrarysystem.ab.ca](mailto:lrobison@peacelibrarysystem.ab.ca).

Sincerely,

Carolyn Kolebaba, Chair  
Peace Library Board

**THE PEACE LIBRARY SYSTEM**  
**MASTER AGREEMENT**

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Commented [DL4]: NTD - will be revised when changes to Agreement and confirmed

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**THE PEACE LIBRARY SYSTEM MASTER AGREEMENT  
(THE "AGREEMENT")**

WHEREAS The *Libraries Act*, c.L-11, and its predecessor and any successor legislation (the "Act") provides that:

- a) a municipality, improvement district, special area, Metis settlement, or school authority, upon entering into and becoming a party to an agreement as provided for by the Libraries Regulation, being Alberta Regulation 141/98 and its predecessor and successor regulations (the "Regulation") , with one (1) or more municipalities, improvement districts, special areas, Metis settlements, or school authorities, and on complying with the Regulation, may request the Minister to establish a library system, and
- b) the Minister may establish a library system board and may prescribe the boundaries of the library system, and
- c) a Library system board so established by the Minister is a corporation.

AND WHEREAS the Peace Library System was created pursuant to the Act and the Regulation (the "System");

AND WHEREAS the municipalities and school divisions listed in the attached **Schedule "A"** (collectively the "Parties" and individually as the "Party") ":

- a) recognize that the most effective way to provide a high quality of library service is through cooperation, and
- b) desire to enter into this agreement to establish, maintain and operate a library system pursuant to the Act, and
- c) are prepared to jointly finance and operate a library system, and
- d) agree that all library materials which are available through their municipal, community and school libraries should be accessible to all residents of the System;

AND WHEREAS pursuant to the Act, the System has been continued and known as the "Peace Library Board" and is hereinafter referred to as the "Board"

AND WHEREAS Section 25 of the Regulation sets out various terms and conditions that must be provided for in this Agreement;

AND WHEREAS The Parties have each carried out all requirements pursuant to the Regulation to enter into this Agreement;

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual covenants and conditions herein contained, the Parties jointly and severally covenant and agree each with the other as follows:

- A. Schedules "A", "B", "C" and "D" attached hereto shall form part of this Agreement.
- B. Terms used in this Agreement have the same meaning as defined in the Act except where otherwise expressly provided.

1. OPERATION

- 1.1 The Parties shall enable the Board to maintain and operate the System in accordance with the Act and the Regulations may be amended from time to time.
- 1.2 The Parties shall provide a library service to all of their residents through the System established by this Agreement in the manner and upon the terms set out in this Agreement.
- 1.3 The Parties, in cooperation with their municipal and intermunicipal library boards and school libraries, shall make all library materials belonging to the Board, municipal and intermunicipal library boards and school libraries accessible to all residents of the Parties.

2. EFFECTIVE DATE

- 2.1 The effective date of this Agreement shall be the 1st day of January 2026, it being recognized and acknowledged that previous agreements were in place. This Agreement supersedes all previous agreements, and those agreements are hereby terminated.

3. POWERS AND DUTIES OF THE PEACE LIBRARY BOARD

- 3.1 The management, regulation and control of the System is vested in and shall be exercised by the Board having the powers and duties pursuant to the Act and the Regulation.
- 3.2 The Board shall engage a person as librarian, hereinafter referred to as "the Chief Executive Officer (CEO)", having qualifications and experience as a librarian and whose responsibility shall be the administration of the System. The Board shall fix the compensation and all other terms of employment of the CEO.
- 3.3 The Board may engage such additional employees as are required for the operation of the System.

- 3.4 The Board shall cooperate with other libraries, library systems, resource libraries, and with the Government of Alberta in the development, maintenance and operation of a province-wide network for sharing of library resources.
- 3.5 If a municipality that is a Party does not have a municipal board, the member of the Board appointed by the municipality shall receive the concerns of the residents of the advisory committee appointed by the council of the municipality to transmit those concerns.
- 3.6 Notwithstanding paragraph 3.5, if an advisory committee is not appointed by the council, the Board may appoint a committee to receive the concerns respecting library service and transmit them to the Board member representing the council of the municipality in which the advisory committee is located.

#### 4. APPOINTMENTS TO THE BOARD

All appointments to the Board shall be made in writing in accordance with the Act.

- 4.1 Where a municipality, Metis settlement or school authority is a Party to this Agreement it shall appoint one (1) member to the Board.
- 4.2 Where an improvement district is a Party to this Agreement, it shall appoint one (1) member of the Board who is appointed by the Minister responsible for the *Municipal Government Act*.
- 4.3 Where a special area is a Party to this Agreement, it shall appoint one (1) member of the Board who is appointed by the Minister responsible for the *Special Areas Act*.
- 4.4 Any additional members shall be appointed in accordance with the Regulation.

#### 5. TERM OF APPOINTMENT

- 5.1 The term of any appointment to the Board shall be in accordance with the Regulation.
- 5.2 When a vacancy arises on the Board for any reason, it shall be filled in accordance with the Act as soon as reasonably possible.
- 5.3 Each Party may appoint an alternate Board member in accordance with the Regulation.



6. THE EXECUTIVE COMMITTEE

- 6.1 When the number of members on the Board is more than twenty (20), the Board shall establish an executive committee of not more than ten (10) members (the "Executive Committee").
- 6.2 The Board shall define the powers and duties of the Executive Committee.
- 6.3 Appointment to the Executive Committee shall be made in accordance with the Act and the Regulation.
- 6.4 Any Executive Committee member who resigns from the Board shall be deemed to have resigned from the Executive Committee as well.

7. RESTRICTION OF AUTHORITY

- 7.1 If a municipal library has been established in a municipality and is receiving library services from the Board, the authority of the municipal library board is subject to the terms of this Agreement.

8. FISCAL MANAGEMENT

- 8.1 The fiscal year of the System shall be January 1<sup>st</sup> to December 31<sup>st</sup>.
- 8.2 The Board shall, on or before December 1 of each year, submit to each Party a budget and an estimate of the money required during the ensuing fiscal year to operate and manage the System, including the local appropriation that shall be paid by each of them.
- 8.3 Each Party shall pay to the Board the amount which is the product of the per capita local appropriation set out in Schedule "B" and the population of the Party.
- 8.4 Each Party shall pay to the Board the amount required to be paid pursuant to paragraph 8.3 of this Agreement, either in two equal installments on or before January 15 and July 15 of each year, or in one installment on or before January 15 of each year, pursuant to Schedule "B".
- 8.5 Any amounts paid to the Board by a Party pursuant to this Section 8 or any other provision of this Agreement shall be retained by the Board and not reimbursed to the Party for any reason, including withdrawal from the System as contemplated in Section 13.
- 8.6 The population of a municipality which is a Party to this Agreement shall be deemed to be the most recent population figure for the municipality as published by

Alberta Municipal Affairs.

- 8.7 The student population of a school authority which is a Party to this Agreement shall be deemed to be the latest figure available from the Government of Alberta prior to December 1 in each year the budget is established pursuant to paragraph 8.2.
- 8.8 The Board shall apply to the Government of Alberta for all library grants for which it is eligible.
- 8.9 Municipal library boards and school authorities may retain any revenues generated at the local level by fees, fines, special fundraising efforts, gifts, donations and grants not specified in Schedule "B" and may expend such funds as they see fit to provide library service to that community.
- 8.10 If a Party is in default of payment by more than ninety (90) days, it shall be subject to a two (2) per cent, per month, penalty charge for each month that payment is past due. Library services to the Party may be suspended if after six (6) months, payment is still not made.

9. SYSTEM SERVICES TO LIBRARIES

- 9.1 The Board shall equip, establish and maintain a library system for the residents and students of the Parties and the services provided may include, but not be limited to:
  - a) Materials services;
  - b) Technical services;
  - c) Information services;
  - d) Programming and public relations services;
  - e) Development services.
  - f) Information Technology Services
- 9.2 Programs which may be offered in each of these categories are detailed in Schedules "C" and "D".
- 9.3 The Board may enter into one or more separate contracts with any other person or group, including a school authority, non-profit organization, military base, Metis Settlement, or Indian band to provide library services as specified in the contract.

10. THE SYSTEM AND ITS MEMBERS

The powers and duties of municipal and intermunicipal library boards within the System shall be defined in accordance with the Act and as specified in the terms and conditions of this Agreement.

10.1 Each library board within the System shall:

- a) act as a liaison between the residents of the municipality and the Board, to advise the residents of the municipality of the policies of the Board and bring their needs to the attention of the Board;
- b) in cooperation with the Board, set guidelines for the operation of the library, including hours of library opening, management, use and services, and comply with the Regulation in the provision of library services to residents of the municipality;
- c) If requested by the Board:
  - i. submit copies of all library policies, bylaws, goals and objectives, and plan of service documents to the Board; and
  - ii. forward copies of its budget, annual report and financial statement for the preceding year to the Board.
- d) pay out of their own resources for the purchase or acquisition of library materials and articles of educational, cultural or artistic value;
- e) receive, hold and administer bequests, donations and gifts of real and personal property for local library purposes;
- f) in general, perform such duties as are necessary to operate library service in the community; and
- g) in accordance with this Agreement, make available to all residents of the Parties all library materials normally lent under municipal board policy.

10.2 A school authority within the System shall file copies of its library policies, as required by Alberta Education, with the Board.

10.3 If a municipal library has been established in a municipality and is receiving library services from the Board, the authority of the municipal or intermunicipal library board is subject to any limitation of its authority under this Agreement.

## 11. OWNERSHIP OF PROPERTY

- 11.1 a) All personal property of the municipal library board or school authority on the date which the council signs this Agreement affecting that board remains the property of the municipal library board or school authority and;
- b) Any property, real or personal, acquired under paragraphs 10.1 (d) and (e) of this Agreement remains the property of the municipal library board or school authority.
- 11.2 Any transfer of assets from the municipal library board, with the exception of library materials, shall be negotiated in a separate Agreement between the library board, the Board and the council of the municipality in which the library is situated.
- 11.3 All real and personal property (including intellectual property) acquired by the Board shall be the property of the Board except library materials acquired by the Board on behalf of a municipal library board or school authority (eg. purchased with library allotment funds or additional funds).
- 11.4 In the event that the System dissolves, assets will be divided among the then current members with approval of the Minister. Such division shall take into account the relative populations of the jurisdictions and the lengths of their memberships.
- 11.5 All municipalities, improvement districts, Metis settlements, or school authorities who are a Party to this Agreement and have a library shall ensure that said libraries have, retain in force, and provide evidence of adequate contents insurance on the library materials which from time to time are within its library with loss payable to the municipality, improvement district, Metis settlement or school authority, as the case may be, and the Board as their interests may appear. The Board shall provide adequate insurance coverage for its operations.

## 12. INDEMNIFICATION

- 12.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the Board and other Parties (collectively, the "Indemnified Parties") from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to any breach by the Indemnifying Party of its obligations under this Agreement, or any negligent or wrongful act or omission by the Indemnifying Party in the performance of its obligations under this Agreement.
- 12.2 The Indemnified Parties shall promptly notify the Indemnifying Party in writing of any claim or suit brought against them for which they seek indemnification under

this Agreement. The Indemnifying Party shall have the right to control the defense and settlement of such claim, provided that the Indemnifying Party shall not settle any claim without the prior written consent of the Indemnified Parties, which consent shall not be unreasonably withheld or delayed.

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

13. WITHDRAWAL FROM THIS AGREEMENT

13.1 At any time after the expiration of three (3) years from the date the Party entered into this Agreement any Party may, by giving twelve (12) months' notice, withdraw from this Agreement pursuant to the Act.

13.2 If a Party to this Agreement gives notice to withdraw, the Board shall, not later than ninety (90) days prior to the effective date of withdrawal, provide, in writing, to the Party giving notice to withdraw an appraisal of the expected effects on library services to residents of the municipality or school authority concerned. The Board may request a reconsideration of the notice to withdraw.

13.3 Any amendment to this Agreement shall not extend the effect of the withdrawal provision in Section 13.1. The three-year withdrawal period referenced in Section 13.1 shall be calculated from the original effective date of entry by a Party into the Agreement, irrespective of any subsequent amendments.

14. DIVISION OF ASSETS

14.1 If a Party to this Agreement withdraws from the Agreement, pursuant to the Act, that Party shall be deemed to have forfeited any right of ownership or to share in the assets of the Board except as noted in Clause 11.3 for library materials.

15. ARBITRATION

15.1 In the event of an unresolved dispute between the Board and a Party, either party hereto shall be entitled to give to the other party notice and demand arbitration thereof and, after giving such notice and demand, each party shall within 20 days appoint an arbitrator and such appointees shall within 40 days of such notice jointly appoint a third. The decision of any two (2) of the three (3) arbitrators so appointed shall be final and binding upon the parties hereto, who covenant one with the other that their dispute shall be so decided by arbitration alone and not by recourse to any Court by action at law.

15.2 If, within a reasonable time the two (2) arbitrators appointed by the parties hereto do not agree upon a third, or if the party who has been notified of the dispute fails to appoint an arbitrator, then a third arbitrator or an arbitrator to represent the

party in default may, upon petition of the party not in default, be appointed by a Judge of the Court of King's Bench of Alberta. The cost of arbitration shall be apportioned between the parties hereto as the arbitrators may decide.

16. EXPANSION OF THE SYSTEM

- 16.1 The Board shall develop a plan for the expansion of the System to include all eligible participants, as identified in Schedule "A", pursuant to the Regulation, and this plan shall be filed with the Minister.
- 16.2 The Board shall admit to the System any eligible participant as listed in Schedule "A".
- 16.3 If the participant signs an agreement containing the same terms and conditions of this Agreement as amended, complies with the terms of this Agreement, and receives the approval of the Minister, such participant shall become a Party to this Agreement effective the date of its admission. The date of admission shall be determined by the Board.

17. SYSTEM REPORTS

- 17.1 The Board shall make an annual report available on the operation of the System to each of The Parties and to each library board or advisory committee and to the Minister on or before May 31 in the year following the year to which the annual report relates.

18. AMENDMENT

- 18.1 This Agreement may be amended according to a motion for amendment passed by the Board. Such amendment shall be effective upon receipt by the Board of written notification from 2/3 of The Parties that they have so authorized such amendment. The Parties shall conform with such amendment upon notification from the Board that this paragraph has been fulfilled.
- 18.2 The Board may increase levies as provided for in Schedule "B", subject to the terms set out therein, without seeking an amendment to the Agreement. However, any increases to levies not contemplated by Schedule "B" may only be imposed by amendment as provided for by this Section 18.

19. BINDING EFFECT

- 19.1 The provisions of this Agreement shall be binding upon The Parties and their successors and all municipalities, improvement districts, Metis settlements, and the councils thereto and the school authorities which may join in this Agreement with the original Parties.

20. NO WAIVER

- 20.1 The failure of any Party to exercise any right, power or option given to it in this Agreement, or to insist upon the strict compliance with any of its terms or conditions, shall not constitute a waiver of any provision of this Agreement with respect to any other or subsequent breaches.

21. SEVERABILITY

- 21.1 Any covenant or provision of this Agreement which is or becomes illegal, invalid or unenforceable shall be severed from the balance of this Agreement and be ineffective to the extent of such illegality, invalidity or unenforceability, and shall not affect or impair the remaining provisions of this Agreement, which shall remain in full force and effect.

22. ASSIGNMENT

- 22.1 This Agreement may not be assigned without the prior written consent of all Parties to this Agreement.

23. JURISDICTION

- 23.1 This Agreement shall be construed in accordance with the laws of the Province of Alberta.

24. INDEPENDENT LEGAL ADVICE

- 24.1 Each of the Parties hereto acknowledges that they have been advised to obtain independent legal advice with respect to their rights and obligations under this Agreement.
- 24.2 By signing this Agreement each Party acknowledges that they have either obtained independent legal advice or they do hereby waive the requirement for such advice and are relying on their knowledge and experience in assessing their rights and obligations under this Agreement.

25. ENTIRE AGREEMENT

- 25.1 This document, including all schedules appended, constitutes the entire Agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.



26. EXECUTION IN COUNTERPART

26.1 This Agreement may be executed in counterpart and all of the executed counterparts together shall constitute one Agreement.

27. SIGNATURES

27.1 IN WITNESS WHEREOF the undersigned, being one of the parties set out in Schedule A of this Agreement, have duly executed this Agreement on the date and year first noted.

SIGNATURE PAGE TO FOLLOW

\_\_\_\_\_  
Name of the Party to this Agreement

\_\_\_\_\_  
Authorized Signature (title)

Signed, sealed and delivered the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

#### SCHEDULE "A"

The following 38 Municipalities are Parties to this Agreement:

City of Grande Prairie	Town of Grimshaw
County of Grande Prairie	Town of High Level
Big Lakes County	Town of High Prairie
Birch Hills County	Town of Manning
Clear Hills County	Town of McLennan
Municipal District of Fairview	Town of Peace River
Municipal District of Greenview	Town of Rainbow Lake
Municipal District of Lesser Slave River	Town of Sexsmith
County of Northern Lights	Town of Slave Lake
Municipal District of Opportunity	Town of Spirit River
Municipal District of Peace	Town of Valleyview
Municipal District of Smoky River	Town of Wembley
Municipal District of Spirit River	Village of Berwyn
Northern Sunrise County	Village of Donnelly
Saddle Hills County	Village of Girouxville
Town of Beaverlodge	Village of Hines Creek
Town of Fairview	Village of Nampa
Town of Falher	Village of Rycroft
Town of Fox Creek	Paddle Prairie Metis Settlement

**SCHEDULE "A"**  
**(continued)**

The following 42 municipalities and 22 school authorities are eligible to become Parties to this Agreement under the currently defined boundaries.

**Municipal Districts (15)**

County of Grande Prairie  
Big Lakes County  
Birch Hills County  
Clear Hills County  
Mackenzie County  
Municipal District of Fairview  
Municipal District of Greenview  
Municipal District of Lesser Slave River  
County of Northern Lights  
Municipal District of Opportunity  
Municipal District of Peace  
Municipal District of Smoky River  
Municipal District of Spirit River  
Northern Sunrise County  
Saddle Hills County

**Cities, Towns and Villages (23)**

City of Grande Prairie  
Town of Beaverlodge  
Town of Fairview  
Village of Girouxville  
Village of Hines Creek  
Village of Nampa  
Village of Rycroft  
Town of Falher  
Town of Fox Creek  
Town of Grimshaw  
Town of High Level  
Town of High Prairie  
Town of Manning  
Town of McLennan  
Town of Peace River  
Town of Rainbow Lake  
Town of Sexsmith  
Town of Slave Lake  
Town of Spirit River

Town of Valleyview  
Town of Wembley  
Village of Berwyn  
Village of Donnelly

**Metis Settlements (4)**

East Prairie Metis Settlement  
Gift Lake Metis Settlement  
Paddle Prairie Metis Settlement  
Peavine Metis Settlement

**School Authorities (22)**

Fort Vermilion School Division No. 52  
Grande Prairie School District No. 2357  
High Prairie School Division No. 48  
Northern Gateway Regional Division No. 10  
Northland School Division No. 61  
Peace River School Division No. 10  
Peace Wapiti School Board No. 33  
Grande Prairie and District Catholic Schools  
#28  
Holy Family Catholic Regional Division No. 17  
Living Waters Catholic Regional Division No.  
42  
Beaver First Nation  
Bigstone Education Authority Society  
Dene Tha' Band  
Driftpile Band  
Horse Lake First Nation  
Kapawe'no First Nation  
Kee Tas Kee Now Tribal Council Education  
Authority  
Little Red River Board of Education  
Sturgeon Lake First Nation, Band #154  
Swan River First Nation  
Tallcree Band  
Woodland Cree First Nation

## SCHEDULE "B"

### THE PEACE LIBRARY SYSTEM LOCAL APPROPRIATION

#### 1. Municipalities

The local appropriation, plus any applicable GST, paid to the Board by the municipality which is a Party to the Agreement to which this schedule is attached shall be no more than the following:

- a) for those municipalities without municipal library boards:

2026 - \$10.11 per capita

In 2027 and subsequent years, the local appropriation will be determined on the basis of approved budgets and estimates based on Clause 8.2 of this Agreement. The raise in levy may not be more than a 5% increase from the previous year without approval of at least 2/3 of the signatories to this Agreement.

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- b) for those municipalities having municipal library boards:

2026 - \$7.36 per capita

In 2027 and subsequent years the local appropriation will be determined on the basis of approved budgets and estimates based on Clause 8.2 of this Agreement. The raise in levy may not be more than a 5% increase from the previous year without approval of at least 2/3 of the signatories to this Agreement.

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#### 3. School divisions

2026 - \$10.11 per full-time equivalent (FTE) student

In 2027 and subsequent years, the local appropriation will be determined on the basis of approved budgets and estimates based on Clause 8.2 of this Agreement. The raise in levy may not be more than a 5% increase from the previous year without approval of at least 2/3 of the signatories to this Agreement.

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SCHEDULE "B"  
(continued)

3. General

3.1 The annual local appropriations outlined in this Schedule:

- a) may be paid in two installments, and if so
- b) shall be paid to the Board on or before January 15 and July 15 of the calendar year

3.2 Where the Party chooses to pay the local appropriation in one installment, the local appropriation shall be paid to the Board on or before January 15 of the calendar year.

4. Other

Additional charges, plus any applicable GST, may be levied for services which may be agreed to but not provided under the terms of this Agreement.

5. GST

The GST registration number of the Peace Library Board is R107828469.

## SCHEDULE "C"

### SERVICES PROVIDED TO PUBLIC LIBRARIES

#### 1. MATERIALS SERVICES

Materials services are designed to supply library materials to member libraries, whether borrowed or purchased.

- 1.1 Library materials are defined as including but not limited to, books (whether hard cover, paper cover or soft cover), periodicals, newspapers, sound recordings, audio and video cassettes, tape recordings, video discs, video tapes, motion pictures, filmstrips, filmloops, slides, paintings, drawings, prints or photographs (whether or not they are mounted or framed), micromaterials in all formats, toys, games, computer software and multi-media kits.
- 1.2 To facilitate the purchase of library materials by a public library, a fund account shall be established for each member public library to a value established in Board policy.
- 1.3 Materials services programs offered to public libraries may include, but not be limited to, the following:
  - a) Loaned materials to supplement existing library collections, such as:
    - i) Circulating blocks,
    - ii) Talking books, and
    - iii) Multilingual books;
  - b) Bestseller and quality book programs (whereby materials are made available at discounted prices where available);
  - c) Universal borrowers' card program providing patrons with access to collections of other member public libraries in the System; and
  - d) Electronic resources, including but not limited databases, eBooks, and eMagazines.

#### 2. TECHNICAL SERVICES

Technical services shall be provided in order to acquire, organize and access library materials.

- 2.1 Technical services may include, but not be limited to, the following:



SCHEDULE "C"  
(continued)

- a) Centralized acquisition of library materials;
- b) Cataloguing, and processing of library materials;
- c) Consultative assistance with library automation;
- d) Maintenance of a shared catalogue;
- e) Delivery of materials to libraries.

3. INFORMATION SERVICES

Information services are designed to improve member library access to information resources at the regional, provincial, national and international levels.

3.1 Information services shall include but are not limited to:

- a) Reference services, whereby assistance is provided in answer to a request for information;
- b) Interlibrary loan service, whereby library material is made available by one library to another upon request; and
- c) Reciprocal borrowing privileges among System members.

4. PROGRAMMING AND PUBLIC RELATIONS

Programming and public relations services are designed to provide libraries with support for programming activities, as well as marketing initiatives which may be undertaken at the local level.

4.1 Programming and public relations services may include, but not be limited to, the following:

- a) Author readings;
- b) Consultative assistance;
- c) Assistance with children's and adult programming activities; and
- d) Assistance and information regarding the marketing of local library services.

5. DEVELOPMENT SERVICES

Development services are offered to assist libraries in enhancing the level of local library service.

5.1 Development services shall include consultative assistance provided by a professional library consultant.

5.2 Development services may include, but not be limited to, the following:

- a) Co-ordination of continuing education opportunities for library staff and trustees;
- b) Newsletters and other communications; and
- c) Toll-free telephone access to System personnel.

6. INFORMATION TECHNOLOGY SERVICES

Information technology services combine to form the technical backbone for libraries and comprise numerous hardware and software aspects required to deliver services with a high level of performance and security.

6.1 Hardware support may include but not be limited to:

- a) Network equipment, including firewalls, routers, switches, and wireless access points.
- b) Workstations, laptops, and other approved endpoint devices
- c) Printers, scanners, barcode scanners, and other computer-related peripherals

6.2 Software Support may include but not be limited to:

- a) Integrated Library System (ILS) access through all supported interfaces
- b) Microsoft professional operating systems
- c) Endpoint Detection and Response (EDR) clients
- d) Office 365 related services, including email and Teams
- e) Microsoft Office, Adobe Reader and other industry standard business applications
- f) Web browsers, including Google Chrome, Mozilla Firefox and Microsoft Edge
- g) System steady state applications on public computers

6.3 Other Services may include but not be limited to:

- a) Web hosting and management
- b) Microsoft phone services
- c) Security Information and Event Management (SIEM) platform
- d) Data backup and recovery where possible
- e) Supernet and Internet related services

System IT staff will fully support all pre-approved hardware, software and other services. This may include, but is not limited to, initial configuration, ongoing maintenance and/or disposal when reaching end of life. Technology not on the pre-approved list or otherwise pre-authorized by System IT staff prior to procurement will not be supported or permitted on the network. Unauthorized technology poses significant risks to network performance, stability and security.

## SCHEDULE "D"

### SERVICES PROVIDED TO SCHOOL LIBRARIES

#### 1. MATERIALS SERVICES

Materials services are designed to supply library materials to member libraries, whether borrowed or purchased.

- 1.1 Library materials are defined as including books (whether hard cover, paper cover or soft cover), periodicals, newspapers, sound recordings, audio and video cassettes, tape recordings, video discs, video tapes, motion pictures, filmstrips, filmloops, slides, paintings, drawings, prints or photographs (whether or not they are mounted or framed), micromaterials in all formats, toys, games, computer software and multi-media kits; and materials to support classroom instruction, excluding textbook materials.
- 1.2 To facilitate the purchase of library materials by a school library, a fund account shall be established for each school library in a school jurisdiction to a value established in Board policy.
- 1.3 Materials services programs offered to school libraries may include, but not be limited to, the following:
  - a) Loaned materials to supplement existing library collections, such as circulating blocks,
  - b) Bestseller and quality book programs (whereby materials are made available at discounted prices where available).

#### 2. TECHNICAL SERVICES

Technical services shall be provided in order to acquire, organize and access library materials.

- 2.1 Technical services may include, but not be limited to, the following:
  - a) Centralized acquisition of library materials;
  - b) Cataloguing, and processing of library materials;
  - c) Consultative assistance with library automation;
  - d) Maintenance of a shared catalogue;
  - e) Delivery of materials to school jurisdictions.

SCHEDULE "D"  
(continued)

3. INFORMATION SERVICES

Information services are designed to improve member library access to information resources at the regional, provincial, national and international levels.

3.1 Information services shall include:

- a) Reference services, whereby assistance is provided in answer to a request for information; and
- b) Interlibrary loan service, whereby library material is made available by one library to another upon request;

4. PROGRAMMING AND PUBLIC RELATIONS

Programming and public relations services are designed to provide libraries with support for programming activities, as well as promotion of the library within the school setting.

4.1 Programming and public relations services may include, but not be limited to, the following:

- a) Author readings;
- b) Consultative assistance;
- c) Assistance with library programs to the student population; and
- d) Assistance to teachers and administrators in the development of library programs.

5. DEVELOPMENT SERVICES

Development services are offered to assist libraries in enhancing the level of local library service.

5.1 Development services shall include consultative assistance provided by a professional library consultant.

5.2 Development services may include, but not be limited to, the following:

- a) Co-ordination of continuing education opportunities for library staff and trustees;
- b) Newsletters and other communications; and
- c) Toll-free telephone access to System personnel.

## 6. INFORMATION TECHNOLOGY SERVICES

Information technology services combine to form the technical backbone for libraries and comprise numerous hardware and software aspects required to deliver services with a high level of performance and security.

### 6.1 Hardware support may include but not be limited to:

- a) Network equipment, including firewalls, routers, switches, and wireless access points.
- b) Workstations, laptops, and other approved endpoint devices
- c) Printers, scanners, barcode scanners, and other computer-related peripherals

### 6.2 Software Support may include but not be limited to:

- a) Integrated Library System (ILS) access through all supported interfaces
- b) Microsoft professional operating systems
- c) Endpoint Detection and Response (EDR) clients
- d) Office 365 related services, including email and Teams
- e) Microsoft Office, Adobe Reader and other industry standard business applications
- f) Web browsers, including Google Chrome, Mozilla Firefox and Microsoft Edge
- g) System steady state applications on public computers

### 6.3 Other Services may include but not be limited to:

- a) Web hosting and management
- b) Microsoft phone services
- c) Security Information and Event Management (SIEM) platform
- d) Data backup and recovery where possible
- e) Supernet and Internet related services

System IT staff will fully support all pre-approved hardware, software and other services. This may include, but is not limited to, initial configuration, ongoing maintenance and/or disposal when reaching end of life. Technology not on the pre-approved list or otherwise pre-authorized by System IT staff prior to procurement will not be supported or permitted on the network. Unauthorized technology poses significant risks to network performance, stability and security.

**THE PEACE LIBRARY SYSTEM MASTER AGREEMENT  
(THE "AGREEMENT")**

WHEREAS The *Libraries Act*, c.L-11, and its predecessor and any successor legislation (the "Act") provides that:

- a) a municipality, improvement district, special area, Metis settlement, or school authority, upon entering into and becoming a party to an agreement as provided for by the Libraries Regulation, being Alberta Regulation 141/98 and its predecessor and successor regulations (the "Regulation") , with one (1) or more municipalities, Improvement districts, special areas, Metis settlements, or school authorities, and on complying with the Regulation, may request the Minister to establish a library system, and
- b) the Minister may establish a library system board and may prescribe the boundaries of the library system, and
- c) a Library system board so established by the Minister is a corporation.

AND WHEREAS the Peace Library System was created pursuant to the Act and the Regulation (the "System");

AND WHEREAS the municipalities and school divisions listed in the attached **Schedule "A"** (collectively the "Parties" and individually as the "Party") ":

- a) recognize that the most effective way to provide a high quality of library service is through cooperation, and
- b) desire to enter into this agreement to establish, maintain and operate a library system pursuant to the Act, and
- c) are prepared to jointly finance and operate a library system, and
- d) agree that all library materials which are available through their municipal, community and school libraries should be accessible to all residents of the System;

AND WHEREAS pursuant to the Act, the System has been continued and known as the "Peace Library Board" and is hereinafter referred to as the "Board"

AND WHEREAS Section 25 of the Regulation sets out various terms and conditions that must be provided for in this Agreement;

AND WHEREAS The Parties have each carried out all requirements pursuant to the Regulation to enter into this Agreement;

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual covenants and conditions herein contained, the ~~Parties jointly~~Parties jointly and severally covenant and agree each with the other as follows:

- A. Schedules "A", "B", "C" and "D" attached hereto shall form part of this Agreement.
- B. Terms used in this Agreement have the same meaning as defined in the ~~Act~~  
~~except~~Act except where otherwise expressly provided.

1. OPERATION

- 1.1 The Parties shall enable the Board to maintain and operate the System in accordance with the Act and the Regulations may be amended from time to time.
- 1.2 The Parties shall provide a library service to all of their residents through the System established by this Agreement in the manner and upon the terms set out in this Agreement.
- 1.3 The Parties, in cooperation with their municipal and intermunicipal library boards and school libraries, shall make all library materials belonging to the Board, municipal and intermunicipal library boards and school libraries accessible to all residents of the Parties.

2. EFFECTIVE DATE

- 2.1 The effective date of this Agreement shall be the ~~1st-~~ day of ~~January~~ 2025, it being recognized and acknowledged that previous agreements were in place. This Agreement supersedes all previous agreements, and those agreements are hereby terminated.

3. POWERS AND DUTIES OF THE PEACE LIBRARY BOARD

- 3.1 The management, regulation and control of the System is vested in and shall be exercised by the Board having the powers and duties pursuant to the Act and the Regulation.
- 3.2 The Board shall engage a person as librarian, hereinafter referred to as "the Chief Executive Officer (CEO)", having qualifications and experience as a librarian and whose responsibility shall be the administration of the System. The Board shall fix the compensation and all other terms of employment of the CEO.
- 3.3 The Board may engage such additional employees as are required for the operation of the System.



- 3.4 The Board shall cooperate with other libraries, library systems, resource libraries, and with the Government of Alberta in the development, maintenance and operation of a province-wide network for sharing of library resources.
- 3.5 If a municipality that is a ~~Party~~Party does not have a municipal board, the member of the Board appointed by the municipality shall receive the concerns of the residents of the advisory committee appointed by the council of the municipality to transmit those concerns.
- 3.6 Notwithstanding paragraph 3.5, if an advisory committee is not appointed by the council, the Board may appoint a committee to receive the concerns respecting library service and transmit them to the Board member representing the council of the municipality in which the advisory committee is located.

4. APPOINTMENTS TO THE BOARD

All appointments to the Board shall be made in writing in accordance with the Act.

- 4.1 Where a municipality, Metis settlement or school authority is a Party to this Agreement it shall appoint one (1) member to the Board.
- 4.2 Where an improvement district is a Party to this Agreement, it shall appoint one (1) member of the Board who is appointed by the Minister responsible for the *Municipal Government Act*.
- 4.3 Where a special area is a Party to this Agreement, it shall appoint one (1) member of the Board who is appointed by the Minister responsible for the *Special Areas Act*.

- 4.43 Any additional members shall be appointed in accordance with the Regulation.

5. TERM OF APPOINTMENT

- 5.1 The term of any appointment to the Board shall be in accordance with the Regulation.
- 5.2 When a vacancy arises on the Board for any ~~reason, cause~~ it shall be filled in accordance with the Act as soon as reasonably possible.
- 5.3 Each Party may appoint an alternate Board member in accordance with the Regulation.

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6. THE EXECUTIVE COMMITTEE

- 6.1 When the number of members on the Board is more than twenty (20), the Board shall establish an executive committee of not more than ten (10) members (the "Executive Committee").
- 6.2 The Board shall define the powers and duties of the Executive Committee.
- 6.3 Appointment to the Executive Committee shall be made in accordance with the Act and the Regulation.
- 6.4 Any Executive Committee member who resigns from the Board shall be deemed to have resigned from the Executive Committee as well.

7. RESTRICTION OF AUTHORITY

- 7.1 If a municipal library has been established in a municipality and is receiving library services from the Board, the authority of the municipal library board is subject to the terms of this Agreement.

8. FISCAL MANAGEMENT

8.1 The fiscal year of the System shall be January 1<sup>st</sup> to December 31<sup>st</sup>.

8.21 The Board shall, on or before December 1 of each year, submit to each Party a budget and an estimate of the money required during the ensuing fiscal year to operate and manage the System, including the local appropriation that shall be paid by each of them.

8.32 Each Party shall pay to the Board the amount which is the product of the per capita local appropriation set out in Schedule "B" and the population of the Party.

8.43 Each Party shall pay to the Board the amount required to be paid pursuant to paragraph 8.32 of this Agreement, either in two equal installments on or before January 15 and July 15 of each year, or in one installment on or before January 15 of each year, pursuant to Schedule "B".

8.5 Any amounts paid to the Board by a Party pursuant to this Section 8 or any other provision of this Agreement shall be retained by the Board and not reimbursed to the Party for any reason, including withdrawal from the System as contemplated in Section 12.

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8.64 The population of a municipality which is a Party to this Agreement shall be deemed to be the most recent population figure for the municipality as published by Alberta Municipal Affairs.

8.75 The student population of a school authority which is a Party to this Agreement shall be deemed to be the latest figure available from the Government of Alberta prior to December 1 in each year the budget is established pursuant to paragraph 8.21.

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8.88 The Board shall apply to the Government of Alberta for all library grants for which it is eligible.

8.99 Municipal library boards and school authorities may retain any revenues generated at the local level by fees, fines, special fundraising efforts, gifts, donations and grants not specified in Schedule "B" and may expend such funds as they see fit to provide library service to that community.

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8.1010 If a Party is in default of payment by more than ninety (90) days, it shall be subject to a two (2) per cent, per month, penalty charge for each month that payment is past due. Library services to the Party may be suspended if after six (6) months, payment is still not made.

## 9. SYSTEM SERVICES TO LIBRARIES

9.1 The Board shall equip, establish and maintain a library system for the residents and students of the Parties and the services provided may include, but not be limited to:

- a) Materials services;
- b) Technical services;
- c) Information services;
- d) Programming and public relations services;
- e) Development services.
- f) Information Technology Services

9.2 Programs which may be offered in each of these categories are detailed in Schedules "C" and "D".

- 9.3 The Board may enter into one or more separate contracts with any other person or group, including a school authority, non-profit organization, military base, Metis Settlement, or Indian band to provide library services as specified in the contract.

10. THE SYSTEM AND ITS MEMBERS

The powers and duties of municipal and intermunicipal library boards within the System shall be defined in accordance with the Act and as specified in the terms and conditions of this Agreement.

10.1 Each library board within the System shall:

- a) act as a liaison between the residents of the municipality and the Board, to advise the residents of the municipality of the policies of the Board and bring their needs to the attention of the Board;
- b) in cooperation with the Board, set guidelines for the operation of the library, including hours of library opening, management, use and services, and comply with the Regulation in the provision of library services to residents of the municipality;
- c) If requested by the Board:
  - i. submit copies of all library policies, bylaws, goals and objectives, and plan of service documents to the Board; and
  - ii. forward copies of its budget, annual report and financial statement for the preceding year to the Board.
- d) pay out of their own resources for the purchase or acquisition of library materials and articles of educational, cultural or artistic value;
- e) receive, hold and administer bequests, donations and gifts of real and personal property for local library purposes;
- f) in general, perform such duties as are necessary to operate library service in the community; and
- g) in accordance with this Agreement, make available to all residents of the Parties all library materials normally lent under municipal board policy.

10.2 A school authority within the System shall file copies of its library policies, as

required by Alberta Education, with the Board.

- 10.3 If a municipal library has been established in a municipality and is receiving library services from the Board, the authority of the municipal or intermunicipal library board is subject to any limitation of its authority under this Agreement.

## 11. OWNERSHIP OF PROPERTY

- 11.1 a) All personal property of the municipal library board ~~or school~~ or school authority on the date which the council signs this Agreement affecting that board remains the property of the municipal library board or school authority and;
- b) Any property, real or personal, acquired under paragraphs 10.1 (d) and (e) of this Agreement remains the property of the municipal library board or school authority.

11.2 Any transfer of assets from the municipal library board, with the exception of library materials, shall be negotiated in a separate Agreement between the library board, the Board and the council of the municipality in which the library is situated.

11.3 All real and personal property (including intellectual property) acquired by the Board shall be the property of the Board except library materials acquired by the Board on behalf of a municipal library board or school authority (eg. purchased with library allotment funds or additional funds).

~~11.4~~ 11.3 In the event that the System dissolves, assets will be divided among the then current members with approval of the Minister. Such division shall take into account the relative populations of the jurisdictions and the lengths of their memberships.

~~11.4~~ 11.5 All municipalities, improvement districts, Metis settlements, or school authorities who are a Party to this Agreement and have a library shall ensure that said libraries have, retain in force, and provide evidence of adequate contents insurance on the library materials which from time to time are within its library with loss payable to the municipality, improvement district, Metis settlement or school authority, as the case may be, and the Board as their interests may appear. The Board shall provide adequate insurance coverage for its operations.

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## 12. INDEMNIFICATION

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12.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the Board and other Parties (collectively, the "Indemnified Parties") from and against any and

all claims, liabilities, losses, damages, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to any breach by the Indemnifying Party of its obligations under this Agreement, or any negligent or wrongful act or omission by the Indemnifying Party in the performance of its obligations under this Agreement.

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12.2 The Indemnified Parties shall promptly notify the Indemnifying Party in writing of any claim or suit brought against them for which they seek indemnification under this Agreement. The Indemnifying Party shall have the right to control the defense and settlement of such claim, provided that the Indemnifying Party shall not settle any claim without the prior written consent of the Indemnified Parties, which consent shall not be unreasonably withheld or delayed.

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

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#### **132. WITHDRAWAL FROM THIS AGREEMENT**

132.1 At any time after the expiration of three (3) years from the date the Party entered into this Agreement any Party may, by giving twelve (12) months' notice, withdraw from this Agreement pursuant to the Act.

132.2 If a Party to this Agreement gives notice to withdraw, the Board shall, not later than ninety (90) days prior to the effective date of withdrawal, provide, in writing, to the Party giving notice to withdraw an appraisal of the expected effects on library services to residents of the municipality or school authority concerned. The Board may request a reconsideration of the notice to withdraw.

13.3 Any amendment to this Agreement shall not extend the effect of the withdrawal provision in Section 12.1. The three-year withdrawal period referenced in Section 12.1 shall be calculated from the original effective date of entry by a Party into the Agreement, irrespective of any subsequent amendments.

#### **143. DIVISION OF ASSETS**

143.1 If a Party to this Agreement withdraws from the Agreement, pursuant to the Act, that Party shall be deemed to have forfeited any right of ownership or to share in the assets of the Board except as noted in Clause 11.3 for library materials.

#### **154. ARBITRATION**

15.1 In the event of an unresolved dispute between the Board and a Party, either party hereto shall be entitled to give to the other party notice and demand arbitration thereof and, after giving such notice and demand, each party shall within 20 days appoint an arbitrator and such appointees shall within 40 days of such notice jointly

appoint a third. The decision of any two (2) of the three (3) arbitrators so appointed shall be final and binding upon the parties hereto, who covenant one with the other that their dispute shall be so decided by arbitration alone and not by recourse to any Court by action at law.

15.2 If, within a reasonable time the two (2) arbitrators appointed by the parties hereto do not agree upon a third, or if the party who has been notified of the dispute fails to appoint an arbitrator, then a third arbitrator or an arbitrator to represent the party in default may, upon petition of the party not in default, be appointed by a Judge of the Court of King's Bench of Alberta. The cost of arbitration shall be apportioned between the parties hereto as the arbitrators may decide.

14.1 In the event of an unresolved dispute between the Board and a Party an arbitration process shall be implemented based on the following procedures:

(a) an arbitration committee of three (3) persons shall be established consisting of one (1) appointed by the Board, one (1) by the Party, and one by the Minister and time shall be of the essence;

(b) in the event that the Board, the Party, or the Minister fails to appoint a representative to the committee in accordance with paragraph (a), the person or persons appointed to the committee shall proceed in the absence of that representative or representatives;

(c) the committee shall meet within sixty (60) days of appointment;

(d) the decision of the committee shall be final and a copy of its report shall be presented within ninety (90) days of appointment to the Board, the Party, and the Minister;

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## **165. EXPANSION OF THE SYSTEM**

**165.1** The Board shall develop a plan for the expansion of the System to include all eligible participants, as identified in Schedule "A", pursuant to the Regulation, and this plan shall be filed with the Minister.

**165.2** The Board shall admit to the System any eligible participant as listed in Schedule "A".

**165.3** If the participant signs an agreement containing the same terms and conditions of this Agreement as amended, complies with the terms of this Agreement, and receives the approval of the Minister, such participant shall become a Party to this Agreement effective the date of its admission. The date of admission shall be determined by the Board.



## 176. SYSTEM REPORTS

- 176.1 The Board shall make an annual report available on the operation of the System to each of The Parties and to each library board or advisory committee and to the Minister on or before May 31 in the year following the year to which the annual report relates.

## 187. AMENDMENT

- 187.1 This Agreement may be amended according to a motion for amendment passed by the Board. Such amendment shall be effective upon receipt by the Board of written notification from 2/3 of The Parties that they have so authorized such amendment. The Parties shall conform with such amendment upon notification from the Board that this paragraph has been fulfilled.

- 187.2 The Board may increase levies as provided for in Schedule "B", subject to the terms set out therein, without seeking an amendment to the Agreement. However, any increases to levies not contemplated by Schedule "B" may only be imposed by amendment as provided for by this Clause 17.

## 198. BINDING EFFECT

- 198.1 The provisions of this Agreement shall be binding upon The Parties and their successors and all municipalities, improvement districts, Metis settlements, and the councils thereto and the school authorities which may join in this Agreement with the original Parties.

## 20. NO WAIVER

- 20.1 The failure of any party to exercise any right, power or option given to it in this Agreement, or to insist upon the strict compliance with any of its terms or conditions, shall not constitute a waiver of any provision of this Agreement with respect to any other or subsequent breaches.

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## 21. SEVERABILITY

- 21.1 Any covenant or provision of this Agreement which is or becomes illegal, invalid or unenforceable shall be severed from the balance of this Agreement and be ineffective to the extent of such illegality, invalidity or unenforceability, and shall not affect or impair the remaining provisions of this Agreement, which shall remain in full force and effect.

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## 22. ASSIGNMENT

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22.1 This Agreement may not be assigned without the prior written consent of all Parties to this Agreement.

## 23. JURISDICTION

23.1 This Agreement shall be construed in accordance with the laws of the Province of Alberta.

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## 24. INDEPENDENT LEGAL ADVICE

24.1 -Each of the Parties hereto acknowledges that they have been advised to obtain independent legal advice with respect to their rights and obligations under this Agreement.

24.2 By signing this Agreement each Party acknowledges that they have either obtained independent legal advice or they do hereby waive the requirement for such advice and are relying on their knowledge and experience in assessing their rights and obligations under this Agreement.

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## 25.19. ENTIRE AGREEMENT

25.19.1 This document, including all schedules appended, constitutes the entire Agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

## 26. EXECUTION IN COUNTERPART

26.1 This Agreement may be executed in counterpart and all of the executed counterparts together shall constitute one Agreement.

## 27.1. SIGNATURES

IN WITNESS WHEREOF the undersigned, being one of the parties set out in Schedule A of this Agreement, have duly executed this Agreement on the date and year first noted.

SIGNATURE PAGE TO FOLLOW

\_\_\_\_\_  
Name of the Party to this Agreement

\_\_\_\_\_  
Authorized Signature (title)

Signed, sealed and delivered the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**SCHEDULE "A" (UPDATED MAY 9, 1998)**

The following 38 Municipalities are Parties to this Agreement:**LIST OF ELIGIBLE PARTICIPANTS TO THE BOARD**

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<u>City of Grande Prairie</u>	<u>Town of Manning</u>
<u>County of Grande Prairie</u>	<u>Town of McLennan</u>
<u>Big Lakes County</u>	<u>Town of Peace River</u>
<u>Birch Hills County</u>	<u>Town of Rainbow Lake</u>
<u>Clear Hills County</u>	<u>Town of Sexsmith</u>
<u>Municipal District of Fairview</u>	<u>Town of Slave Lake</u>
<u>Municipal District of Greenview</u>	<u>Town of Spirit River</u>
<u>Municipal District of Lesser Slave River</u>	<u>Town of Valleyview</u>
<u>County of Northern Lights</u>	<u>Town of Wembley</u>
<u>Municipal District of Opportunity</u>	<u>Village of Berwyn</u>
<u>Municipal District of Peace</u>	<u>Village of Donnelly</u>
<u>Municipal District of Smoky River</u>	<u>Village of Girouxville</u>
<u>Municipal District of Spirit River</u>	<u>Village of Hines Creek</u>
<u>Northern Sunrise County</u>	<u>Village of Nampa</u>
<u>Saddle Hills County</u>	<u>Village of Rycroft</u>
<u>Town of Beaverlodge</u>	<u>Paddle Prairie Metis Settlement</u>
<u>Town of Fairview</u>	
<u>Town of Falher</u>	
<u>Town of Fox Creek</u>	
<u>Town of Grimshaw</u>	
<u>Town of High Level</u>	
<u>Town of High Prairie</u>	
	<u>Municipal District of Smoky River No. 130</u>
	<u>Municipal District of Spirit River No. 133</u>
<u>Birch Hills County*</u>	<u>Town of Beaverlodge</u>
<u>County of Grande Prairie No. 1</u>	<u>Town of Fairview</u>
<u>Big Lakes County*</u>	<u>Town of Falher</u>
<u>Clear Hills County*</u>	<u>Town of Fox Creek</u>
<u>Municipal District of Fairview No. 136</u>	<u>Town of Grimshaw</u>
<u>Municipal District of Greenview No. 16</u>	<u>Town of High Level</u>
<u>Municipal District of Lesser Slave River No. 124</u>	
<u>Mackenzie County*</u>	<u>*Municipal name changes reflected</u>
<u>County of Northern Lights*</u>	
<u>Municipal District of Opportunity No. 17</u>	
<u>Northern Sunrise County*</u>	
<u>Municipal District of Peace No. 135</u>	<u>Town of High Prairie</u>
<u>Saddle Hills County*</u>	<u>Town of Manning</u>

Town of McLennan  
Town of Peace River  
Town of Rainbow Lake  
Town of Sexsmith  
Town of Slave Lake  
Town of Spirit River  
Town of Valleyview  
Town of Wembley

Village of Berwyn  
Village of Donnelly  
Village of Girouxville

Village of Hines Creek  
Village of Hythe  
Village of Kinuso (dissolved)  
Village of Nampa  
Village of Rycroft

East Prairie Metis Settlement  
Gift Lake Metis Settlement  
Paddle Prairie Metis Settlement  
Peavine Metis Settlement



**SCHEDULE "A"**  
(continued)

The following ~~42 municipalities and 22 school authorities are eligible to~~ may become Parties to this Agreement ~~under the currently defined boundaries pursuant to Section 24(2) of the Regulation.~~

**Municipal Districts (15)**

County of Grande Prairie  
Big Lakes County  
Birch Hills County  
Clear Hills County  
Mackenzie County  
Municipal District of Fairview  
Municipal District of Greenview  
Municipal District of Lesser Slave River  
County of Northern Lights  
Municipal District of Opportunity  
Municipal District of Peace  
Municipal District of Smoky River  
Municipal District of Spirit River  
Northern Sunrise County  
Saddle Hills County

Town of Spirit River

Town of Valleyview  
Town of Wembley  
Village of Berwyn  
Village of Donnelly

**Metis Settlements (4)**

East Prairie Metis Settlement  
Gift Lake Metis Settlement  
Paddle Prairie Metis Settlement  
Peavine Metis Settlement

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**School Authorities (22)**

Fort Vermilion School Division No. 52  
Grande Prairie School District No. 2357  
High Prairie School Division No. 48  
Northern Gateway Regional Division No. 10  
Northland School Division No. 61  
Peace River School Division No. 10  
Peace Wapiti School Board No. 33  
Grande Prairie and District Catholic Schools #28  
Holy Family Catholic Regional Division No. 17  
Living Waters Catholic Regional Division No. 42  
Beaver First Nation  
Bigstone Education Authority Society  
Dene Tha' Band  
Driftpile Band  
Horse Lake First Nation  
Kapawe'no First Nation  
Kee Tas Kee Now Tribal Council Education Authority  
Little Red River Board of Education  
Sturgeon Lake First Nation, Band #154  
Swan River First Nation

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**Cities, Towns and Villages (23)**

City of Grande Prairie  
Town of Beaverlodge  
Town of Fairview  
Village of Girouxville  
Village of Hines Creek  
Village of Nampa  
Village of Rycroft  
Town of Falher  
Town of Fox Creek  
Town of Grimshaw  
Town of High Level  
Town of High Prairie  
Town of Manning  
Town of McLennan  
Town of Peace River  
Town of Rainbow Lake  
Town of Sexsmith  
Town of Slave Lake

Tallcree Band  
Woodland Cree First Nation

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1. Public Schools

~~Fort Vermilion School Division No. 52~~  
~~Grande Prairie School District No. 2357~~  
~~High Prairie School Division No. 48~~  
~~Northern Gateway Regional Division No. 10~~  
~~Northland School Division No. 61~~  
~~Peace River School Division No. 10~~  
~~Peace Wapiti School Board No. 33~~

2. Roman Catholic Separate Schools

~~Grande Prairie and District Catholic Schools #28~~  
~~Holy Family Catholic Regional Division No. 17~~  
~~Living Waters Catholic Regional Division No. 42~~

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3. Indigenous School Authorities

~~Beaver First Nation~~  
~~Bigstone Education Authority Society~~  
~~Dene Tha' Band~~  
~~Driftpile Band~~  
~~Horse Lake First Nation~~  
~~Kapawe'no First Nation~~  
~~Kee-Tas-Kee-Now Tribal Council Education Authority~~  
~~Little Red River Board of Education~~  
~~Sturgeon Lake First Nation, Band #154~~  
~~Swan River First Nation~~  
~~Tallcree Band~~  
~~Woodland Cree First Nation~~

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## SCHEDULE "B"

### THE PEACE LIBRARY SYSTEM LOCAL APPROPRIATION

**(Updated 24 May 2025 as per Section 17 of the Agreement)**

#### 1. Municipalities

The local appropriation, plus any applicable GST, paid to the Board by the municipality which is a Party to the Agreement to which this schedule is attached shall be no more than the following:

- a) for those municipalities without municipal library boards:

2026 - \$10.11 per capita

In 2027 and subsequent years, the local appropriation will be determined on the basis of approved budgets and estimates based on Clause 8.2~~1~~ of this Agreement. The raise in levy may not be more than a 5% increase from the previous year without approval of at least 2/3 of the signatories to this Agreement.

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- b) for those municipalities having municipal library boards:

2026 - \$7.36 per capita

In 2027 and subsequent years the local appropriation will be determined on the basis of approved budgets and estimates based on Clause 8.2~~1~~ of this Agreement. The raise in levy may not be more than a 5% increase from the previous year without approval of at least 2/3 of the signatories to this Agreement.

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#### 3. School divisions

2026 - \$10.11 per full-time equivalent (FTE) student

In 2027 and subsequent years, the local appropriation will be determined on the basis of approved budgets and estimates based on Clause 8.2 of this Agreement. The raise in levy may not be more than a 5% increase from the previous year without approval of at least 2/3 of the signatories to this Agreement.

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SCHEDULE "B"  
(continued)

3. General

3.1 The annual local appropriations outlined in this Schedule:

- a) may be paid in two installments, and if so
- b) shall be paid to the Board on or before January 15 and July 15 of the calendar year

3.2 Where the Party chooses to pay the local appropriation in one installment, the local appropriation shall be paid to the ~~System~~ Board on or before January 15 of the calendar year.

4. Other

Additional charges, plus any applicable GST, may be levied for services which may be agreed to but not provided under the terms of this Agreement.

5. GST

The GST registration number of the Peace Library ~~Board~~System is R107828469.

## SCHEDULE "C"

### SERVICES PROVIDED TO PUBLIC LIBRARIES

#### 1. MATERIALS SERVICES

Materials services are designed to supply library materials to member libraries, whether borrowed or purchased.

1.1 Library materials are defined as including but not limited to, books (whether hard cover, paper cover or soft cover), periodicals, newspapers, sound recordings, audio and video cassettes, tape recordings, video discs, video tapes, motion pictures, filmstrips, filmloops, slides, paintings, drawings, prints or photographs (whether or not they are mounted or framed), micromaterials in all formats, toys, games, computer software and multi-media kits.

1.2 To facilitate the purchase of library materials by a public library, a fund account shall be established for each member public library to a value established in Board policy.

1.3 Materials services programs offered to public libraries may include, but not be limited to, the following:

- a) Loaned materials to supplement existing library collections, such as:
  - i) Circulating blocks,
  - ii) Talking books, and
  - iii) Multilingual books;
- b) Bestseller and quality book programs (whereby materials are made available at discounted prices where available);
- c) Universal borrowers' card program providing patrons with access to collections of other member public libraries in the System; and
- d) Electronic resources, including but not limited databases, eBooks, and eMagazines.

#### 2. TECHNICAL SERVICES

Technical services shall be provided in order to acquire, organize and access library materials.

2.1 Technical services may include, but not be limited to, the following:

SCHEDULE "C"  
(continued)

- a) Centralized acquisition of library materials;
- b) Cataloguing, and processing of library materials;
- c) Consultative assistance with library automation;
- d) Maintenance of a shared catalogue;
- e) Delivery of materials to libraries.

3. INFORMATION SERVICES

Information services are designed to improve member library access to information resources at the regional, provincial, national and international levels.

3.1 Information services shall include but are not limited to:

- a) Reference services, whereby assistance is provided in answer to a request for information;
- b) Interlibrary loan service, whereby library material is made available by one library to another upon request; and
- c) Reciprocal borrowing privileges among System members.

4. PROGRAMMING AND PUBLIC RELATIONS

Programming and public relations services are designed to provide libraries with support for programming activities, as well as marketing initiatives which may be undertaken at the local level.

4.1 Programming and public relations services may include, but not be limited to, the following:

- a) Author readings;
- b) Consultative assistance;
- c) Assistance with children's and adult programming activities; and
- d) Assistance and information regarding the marketing of local library services.

5. DEVELOPMENT SERVICES

Development services are offered to assist libraries in enhancing the level of local library service.

5.1 Development services shall include consultative assistance provided by a professional library consultant.

5.2 Development services may include, but not be limited to, the following:

- a) Co-ordination of continuing education opportunities for library staff and trustees;
- b) Newsletters and other communications; and
- c) Toll-free telephone access to System personnel.

## 6. INFORMATION TECHNOLOGY SERVICES

Information technology services combine to form the technical backbone for libraries and comprise numerous hardware and software aspects required to deliver services with a high level of performance and security.

### 6.1 Hardware support may include but not be limited to:

- a) Network equipment, including firewalls, routers, switches, and wireless access points.
- b) Workstations, laptops, and other approved endpoint devices
- c) Printers, scanners, barcode scanners, and other computer-related peripherals

### 6.2 Software Support may include but not be limited to:

- a) Integrated Library System (ILS) access through all supported interfaces
- b) Microsoft professional operating systems
- c) Endpoint Detection and Response (EDR) clients
- d) Office 365 related services, including email and Teams
- e) Microsoft Office, Adobe Reader and other industry standard business applications
- f) Web browsers, including Google Chrome, Mozilla Firefox and Microsoft Edge
- g) System steady state applications on public computers

### 6.3 Other Services may include but not be limited to:

- a) Web hosting and management
- b) Microsoft phone services
- c) Security Information and Event Management (SIEM) platform
- d) Data backup and recovery where possible
- e) Supernet and Internet related services

System IT staff will fully support all pre-approved hardware, software and other services. This may include, but is not limited to, initial configuration, ongoing maintenance and/or disposal when reaching end of life. Technology not on the pre-approved list or otherwise pre-authorized by System IT staff prior to procurement will not be supported or permitted on the network. Unauthorized technology poses significant risks to network performance, stability and security.

## SCHEDULE "D"

### SERVICES PROVIDED TO SCHOOL LIBRARIES

#### 1. MATERIALS SERVICES

Materials services are designed to supply library materials to member libraries, whether borrowed or purchased.

- 1.1 Library materials are defined as including books (whether hard cover, paper cover or soft cover), periodicals, newspapers, sound recordings, audio and video cassettes, tape recordings, video discs, video tapes, motion pictures, filmstrips, filmloops, slides, paintings, drawings, prints or photographs (whether or not they are mounted or framed), micromaterials in all formats, toys, games, computer software and multi-media kits; and materials to support classroom instruction, excluding textbook materials.
- 1.2 To facilitate the purchase of library materials by a school library, a fund account shall be established for each school library in a school jurisdiction to a value established in Board policy.
- 1.3 Materials services programs offered to school libraries may include, but not be limited to, the following:
  - a) Loaned materials to supplement existing library collections, such as circulating blocks,
  - b) Bestseller and quality book programs (whereby materials are made available at discounted prices where available).

#### 2. TECHNICAL SERVICES

Technical services shall be provided in order to acquire, organize and access library materials.

- 2.1 Technical services may include, but not be limited to, the following:
  - a) Centralized acquisition of library materials;
  - b) Cataloguing, and processing of library materials;
  - c) Consultative assistance with library automation;
  - d) Maintenance of a shared catalogue;
  - e) Delivery of materials to school jurisdictions.

SCHEDULE "D"  
(continued)

3. INFORMATION SERVICES

Information services are designed to improve member library access to information resources at the regional, provincial, national and international levels.

3.1 Information services shall include:

- a) Reference services, whereby assistance is provided in answer to a request for information; and
- b) Interlibrary loan service, whereby library material is made available by one library to another upon request;

4. PROGRAMMING AND PUBLIC RELATIONS

Programming and public relations services are designed to provide libraries with support for programming activities, as well as promotion of the library within the school setting.

4.1 Programming and public relations services may include, but not be limited to, the following:

- a) Author readings;
- b) Consultative assistance;
- ~~d)~~ c) Assistance with library programs to the student population; and
- d) Assistance to teachers and administrators in the development of library programs.

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5. DEVELOPMENT SERVICES

Development services are offered to assist libraries in enhancing the level of local library service.

5.1 Development services shall include consultative assistance provided by a professional library consultant.

5.2 Development services may include, but not be limited to, the following:

- a) Co-ordination of continuing education opportunities for library staff and trustees;
- b) Newsletters and other communications; and
- ~~c)~~ e) Toll-free telephone access to System personnel.

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6. INFORMATION TECHNOLOGY SERVICES

Information technology services combine to form the technical backbone for libraries and comprise numerous hardware and software aspects required to deliver services with a high level of performance and security.

6.1 Hardware support may include but not be limited to:

- a) Network equipment, including firewalls, routers, switches, and wireless access points.
- b) Workstations, laptops, and other approved endpoint devices
- c) Printers, scanners, barcode scanners, and other computer-related peripherals

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6.2 Software Support may include but not be limited to:

- a) Integrated Library System (ILS) access through all supported interfaces
- b) Microsoft professional operating systems
- c) Endpoint Detection and Response (EDR) clients
- d) Office 365 related services, including email and Teams
- e) Microsoft Office, Adobe Reader and other industry standard business applications
- f) Web browsers, including Google Chrome, Mozilla Firefox and Microsoft Edge
- g) System steady state applications on public computers

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6.3 Other Services may include but not be limited to:

- a) Web hosting and management
- b) Microsoft phone services
- c) Security Information and Event Management (SIEM) platform
- d) Data backup and recovery where possible
- e) Supernet and Internet related services

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System IT staff will fully support all pre-approved hardware, software and other services. This may include, but is not limited to, initial configuration, ongoing maintenance and/or disposal when reaching end of life. Technology not on the pre-approved list or otherwise pre-authorized by System IT staff prior to procurement will not be supported or permitted on the network. Unauthorized technology poses significant risks to network performance, stability and security.

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**THE PEACE LIBRARY SYSTEM**  
**MASTER AGREEMENT**

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April 22, 2025

Town of Valleyview  
PO Box 270  
Valleyview, AB T0H 3N0

**RE: Electrical Distribution System – 2024 Franchise Report**

Dear Vern Lymburner,

ATCO Electric is pleased to present this annual franchise report for the Town of Valleyview.

We've been serving the Town of Valleyview since 1958 and are committed to a strong working relationship with the communities in which we live, work, and volunteer.

The information in this report will bring you up to date on our financial commitment to the Town of Valleyview, reliability statistics, system development, customer satisfaction, and the contributions we, as a company, have had the privilege to make to the community.

Additionally, ATCO recognizes the heightened risk that comes with increasingly unpredictable and extreme weather. We are proactively addressing these risks and targeting our work to mitigate the effects of extreme weather. We are committed to ensuring our networks remain safe, reliable, and resilient to climate impacts and we are working to ensure we adapt to increasingly extreme weather events to maintain the reliability of our assets and the services we provide to our communities. Please refer to the information sheet included with your franchise report to learn more about how ATCO is working to proactively mitigate the risks associated with extreme weather and wildfire.

As always, ATCO Electric is happy to answer questions you may have about this report or any of the details within it. Please feel free to contact Tanya Fillion at 780-849-7655.

Sincerely,

*Tanya Fillion*

Tanya Fillion  
**Customer Support Representative**  
ATCO Electric  
[Tanya.fillion@atco.com](mailto:Tanya.fillion@atco.com)

# YOUR COMMUNITY. OUR COMMITMENT.

Report to Communities

# ATCO

## The Town of Valleyview

### Serving 1,454 Customer Sites in the Town of Valleyview

ATCO Electric strives to improve the lives of our customers by providing reliable, sustainable, innovative and comprehensive electricity solutions to our franchise communities.

### Customer Breakdown

Rate Class	2023 Number of Sites	2024 Number of Sites
Company Farm	3	3
General Service	213	209
Industrial	24	25
Oilfield	0	0
Residential	857	851
Sentinel Lights	14	14
Street Lights	304	352
Total Number of Sites	1,412	1,454

### Franchise Fee and Taxes

	2024 Actual	2025 Forecast
Wires Distribution Revenue	\$3,072,675	\$3,129,827
Franchise Fee %	@ 5.25%	@ 7%
Franchise Fee on Revenue	\$161,209	\$219,087
Distribution Linear Taxes	\$40,948	\$44,020
Total Estimated Fee + Tax	\$202,157	\$263,107

Based on 2024 actual revenue, a franchise fee increase of 1% would increase fee payments by \$30,726 per year.

### System Reliability

Reliability data is derived from the number of outages (frequency) and length of outage (duration). Most unplanned outages are due to weather or third-party contact with lines. ATCO requires planned outages to conduct maintenance and repair work or to build a new electrical line. (\*SAIDI/SAIFI definitions under Supporting Information)

Outages	2023	2024
*SAIFI (Feeder Average)	3.0	1.0
*SAIDI (Feeder Average)	8.5	2.3
ATCO Electric (System Average) SAIFI (Major Events Included)	1.8	1.7
ATCO Electric (System Average) SAIDI (Major Events Included)	12.2	5.6

# YOUR COMMUNITY. OUR COMMITMENT.

Report to Communities

ATCO

## Distribution Asset Maintenance Programs

Completed in 2023	Completed in 2024	Proposed for 2025
<ul style="list-style-type: none"><li>Brushing Patrol &amp; Consenting Program</li><li>Streetlight Patrol</li></ul>	<ul style="list-style-type: none"><li>Test &amp; Treat Program</li><li>Distribution System Inspections</li></ul>	<ul style="list-style-type: none"><li>Streetlight Davit Testing</li><li>Test &amp; Treat Program</li></ul>

## Street Lights

### Inventory Summary

Lamp Type	Investment Rate	Non-Investment Rate
High Pressure Sodium	3	15
LED	63	210
Total	66	225

- Number of "lights-out" as per Schedule "C": 0
- Number of temporary overhead repairs of streetlights: 8
- Number of underground repairs made: 1

## Community Engagement

Our ATCO EPIC program is a grassroots initiative involving employee-led committees that plan, implement and administer workplace fundraising campaigns within the company. The program combines fundraising events, auctions, friendly team competitions and employee pledges that support more than 800 charitable and non-profit organizations. In 2024, our people raised \$2.5 million.

ATCO Employees in your community have participated and contributed to the following initiatives:

Donations	In-Kind Support	Events
<ul style="list-style-type: none"><li>Valleyview Ag Society Rodeo</li><li>Town of Valleyview Golf Tournament</li></ul>	<ul style="list-style-type: none"><li>Town of Valleyview Golf Tournament</li></ul>	<ul style="list-style-type: none"><li>Parade of Lights</li><li>Town of Valleyview Ag Days Parade</li></ul>

# YOUR COMMUNITY. OUR COMMITMENT.

Report to Communities

The ATCO logo is displayed in a large, bold, white sans-serif font. A thick orange horizontal line is positioned directly beneath the letters.

## Regulatory Information

- The ATCO Electric Annual Rule 002 Service Quality and Reliability Performance Report for 2024 can be found at: [https://www.auc.ab.ca/regulatory\\_documents/service-quality-and-reliability-plans](https://www.auc.ab.ca/regulatory_documents/service-quality-and-reliability-plans)
- No customer complaints were received by the Alberta Utilities Commission for the Town of Valleyview
- ATCO Electricity rates: <https://www.atco.com/en-ca/for-home/electricity/rates-billing.html>

## Supporting Information

\*SAIFI (System Average Interruption Frequency Index): The average number of interruptions per customer.

\*SAIDI (System Average Interruption Duration Index): The total average number of hours each customer's power is interrupted.

Active outage information can be found at: <https://electric.atco.com/en-ca/power-outages/outage-map.html>.

The number of "lights out" as per Schedule "C". Lights out are identified in patrols or reported by customers. This number represents the number of lights not repaired within two (2) weeks.

Test and Treat Program – Program to test the structural integrity of our metal poles and treat to extend the life of the structure.

More detailed information available upon request.

## Contact Us

If you have questions about ATCO's electricity distribution operations, customer service or community involvement in your area, please contact us.

**Tanya Fillion**  
Customer Support Representative  
ATCO Electric  
(780) 849-7655  
[Tanya.fillion@atco.com](mailto:Tanya.fillion@atco.com)

**Sean Hynes**  
Senior Manager  
ATCO Electric  
(780) 805-2534  
[Sean.hynes@atco.com](mailto:Sean.hynes@atco.com)



# ATCO Electric's Climate Adaptation and Reliability Initiatives

Why ATCO Electric Is Taking Action



**ATCO**

# Overview

Energy providers worldwide face increasing risks due to extreme weather events. The unprecedented wildfires in 2023 and the February 2024 cold stint in Alberta served as stark reminders. But the risks extend beyond these isolated incidents. Extreme heatwaves, intense storms, and prolonged droughts threaten our communities and assets.

ATCO recognizes the heightened risk that comes with the increasingly unpredictable and extreme weather we have been experiencing.

ATCO Electric is proactively addressing these risks and targeting our work to mitigate the effects of extreme weather. We are committed to ensuring our networks remain safe, reliable and resilient to climate impacts.

Our dedicated Climate Adaptation and Reliability team is working to ensure we adapt to increasingly extreme weather events to maintain the reliability of our assets and the services we provide to our communities.

## We are investigating new and innovative tools and technologies that enable us to:

- monitor and assess weather and prepare for extreme weather,
- detect weaknesses in our system so we can address them prior to weather events,
- prepare for and manage weather-related emergencies and other types of emergencies that may put our ability to serve our customers at risk,
- continue to look for ways to improve the resilience of our assets and the reliability of the services we provide.

## Practical Strategies Implemented



**Trim Site Program:** Regular vegetation management to prevent overgrowth near power lines.



**Line Condition Monitoring:** Using new technology to continuously assess power lines to detect weaknesses.



**Fire Mesh Program:** Deploying fire-resistant materials around critical infrastructure.



**Geospatial Asset Identification:** Identifying aging assets for targeted upgrades.



**AI Early Wildfire Detection:** Using artificial intelligence to detect wildfires promptly.



**Vegetation Management:** Clearing vegetation along power corridors.



**Right of Way Widening:** Expanding safe zones around power lines.



**Incident Command System:** Preparedness for weather-related emergencies.



**Supply Chain Improvements:** Proactive measures to secure critical components.



**Critical Asset Replacements:** Upgrading vulnerable infrastructure.



**Undergrounding Lines:** Burying power lines in critical areas.

## Engaging with Stakeholders

We have a dedicated stakeholder engagement team that is committed to communicating with our stakeholders and partners about our climate adaptation and reliability plans, learning about our stakeholders' priorities and concerns, and identifying areas where we can work together.



## Contact Information

Your feedback is important to us. Please contact us if you would like to learn more about this project.

Email: [CAR.Engagement@atco.com](mailto:CAR.Engagement@atco.com)

[ATCO.com](https://www.atco.com)

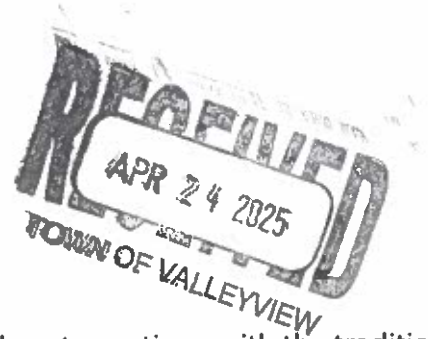
**ATCO**





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VALLEYVIEW, ALBERTA  
T0H 3N0  
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April 24, 2025



Dear Local Businesses and Organizations:

Canada Day is quickly approaching, and the Town of Valleyview would love to continue with the tradition of concluding the Canada Day celebrations with a spectacular fireworks display for everyone to enjoy.

We are asking for financial support to assist with the cost of the fireworks and any donation is greatly appreciated. A list of donors will be displayed during the Canada Day events as well as a social media shout out on our Facebook and Instagram pages.

Donations can be mailed to:

Town of Valleyview  
"Fireworks"  
Box 270  
Valleyview, Alberta  
T0H 3N0

There is a possibility that with this year's drought and fire bans that we will be unable to enjoy the fireworks display on Canada Day. Should this be a reality, the fireworks will be saved for an event later in 2025 when the conditions are deemed safer for the public to enjoy.

Thank you for your time and consideration with this request. Should you have any questions or concerns, please feel free to contact me, Kim Carter at 780-524-5158 Ext 2.

Sincerely,

Kim Carter  
Administration Officer  
Valleyview Community Services



# REGULAR COUNCIL MEETING

COUNCIL CHAMBERS  
TOWN ADMINISTRATION OFFICE

# CLOSED SESSION

CLOSED SESSION

