

VILLAGE OF ROCKYFORD  
AGENDA REGULAR COUNCIL MEETING  
Sept. 14, 2022  
Council Chambers  
110 Main Street, Rockyford, AB

1. CALL TO ORDER
2. ADOPT AGENDA
3. PUBLIC WORKS REPORT
4. DELEGATIONS
  - A. Nathan Cooper MLA
  - B. Calvin Scott - Avail
5. ADOPT MINUTES
  - A. Minutes from June 8, 2022
  - B. Minutes from July 13, 2022
  - C. Minutes from August 16, 2022
6. FINANCIAL REPORTS
  - A. Bank Reconciliation July 2022
  - B. Bank Reconciliation August 2022
7. UNFINISHED BUSINESS OR BUSINESS ARISING FROM MINUTES
  - A. Follow up to question about June bank reconciliation
8. NEW BUSINESS
  - A. Deck Construction – ask for variance
  - B. Request for Tax Penalty Waiver
  - C. Bylaw 2013-004 – Survey Requirement
  - D. Sanding Unit use by Villages of Standard and Hussar
  - E. Bylaw 2022-006 Fees and Charges Bylaw
  - F. Budget Variance to June 30, 2022
  - G. Raptor Wireless Proposal
  - H. ATCO Gas and Pipelines Ltd. Franchise Agreement
  - I. Landfill – Wheatland County obligations
9. CORRESPONDENCE
  - A. Town of Strathmore letter to Minister of Health
  - B. Wheatland County Road Plan Registration
  - C. County of St. Paul – Rising Cost of Alberta Utility Fees
  - D. Ministry of Justice re: Mass Casualty Commission
  - E. Town of Tofield letter to Minister of Justice and Solicitor General
  - F. Reply to Town of Tofield letter to Minister of Justice and Solicitor General
  - G. Alberta Municipalities Notice of Special Resolutions
  - H. Alberta Municipalities Distinguished Service Award
  - I. Wheatland Housing Management Body
  - J. Letter from ATB re: Merchant Services – Class Action Lawsuit in Canada
10. OTHER BUSINESS
11. ACTION ITEM LIST REVIEW
12. CLOSED SESSION
  - A. Disclosure harmful to personal privacy (Sec 17 Division 2 of Part 1 of the FOIPP Act)

13. OUT OF CLOSED SESSION MOTION

14. REPORTS

15. ADJOURNMENT

## July/Aug 2022 public works report

1. Graveled and leveled behind village office.
2. Spraying weeds, mowing, weed whacking.
2. Hauled antique bottles to PRP from village office basement.
3. Trees cut down and removed at 118 2<sup>nd</sup> ave yard cleaned up.
4. Cleaned out campground firepits.
5. Moved cement lego blocks and positioned, moved gravel, sand and recycled asphalt.
6. Helped Standard with mowing and weed whacking 1 day.
7. Repaired 2 broken picnic tables.
8. Went with wrc to witness camera of sewer line at residents home .
9. Swept and mopped PRP .
10. Installed 50km signs on elevator road.
11. Community service kids putting in hours.
12. Roofers out to repair Prairie ridge roof.
13. Removed shelves from shop to make room for sanding/plow truck.
14. Put up and took down rodeo banners.
15. Trimmed spruce trees at PRP.
16. Trimmed broken tree at campground.
17. Weed whacked shop yard.
18. Filled settling at bulk water loadout.
19. Shop heater repairs completed.

**VILLAGE OF ROCKYFORD**  
**Consolidated Financial Statements**  
**For the year ended December 31, 2021**

*Draft - September 2, 2022*

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**VILLAGE OF ROCKYFORD**  
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For the year ended December 31, 2021

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*Draft - September 2, 2022*



## INDEPENDENT AUDITOR'S REPORT

To: The Mayor and Members of Council of  
the Village of Rockyford

### *Opinion*

We have audited the consolidated financial statements of the Village of Rockyford which comprise the consolidated statement of financial position as at December 31, 2021, and the consolidated statements of operations, change in net financial assets and cash flow for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Village of Rockyford as at December 31, 2021, the results of its operations, change in its net financial assets and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

### *Basis for Opinion*

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Village in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### *Responsibilities of Management and Those Charged with Governance for the Financial Statements*

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the Village's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Village or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Village's financial reporting process.

### *Auditor's Responsibilities for the Audit of the Financial Statements*

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements. As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

## INDEPENDENT AUDITOR'S REPORT, continued

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Village's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

### *Report on Other Legal and Regulatory Requirements*

- **Debt Limit Regulation:**  
In accordance with Alberta Regulation 255/2000, we confirm that the Village is in compliance with the Debt Limit Regulation. A detailed account of the Village's debt limit can be found in note 15.
- **Supplementary Accounting Principles and Standards Regulation:**  
In accordance with Alberta Regulation 313/2000, we confirm that the Village is in compliance with the Supplementary Accounting Principles and Standards Regulation and note the information required can be found in note 16.

Lethbridge, Alberta

April 14, 2021

Chartered Professional Accountants

## MANAGEMENT REPORT

The consolidated financial statements are the responsibility of the management of the Village of Rockyford.

These consolidated financial statements have been prepared from information provided by management. Financial statements are not precise since they include certain amounts based on estimates and judgments. Management has determined such amounts on a reasonable basis in order to ensure that the consolidated financial statements are presented fairly, in all material respects.

The Village maintains systems of internal accounting and administrative controls that are designed to provide reasonable assurance that the financial information is relevant, reliable and accurate and that the Village's assets are properly accounted for and adequately safeguarded.

The elected Council of the Village is responsible for ensuring that management fulfils its responsibilities for financial statements. Council carries out its responsibility principally through the committee of the whole.

The Council meets annually with management and the external auditors to discuss internal controls over the financial reporting process, auditing matters and financial reporting issues, and to satisfy itself that each party is properly discharging its responsibilities. Council also considers the engagement or re-appointment of the external auditors. Council reviews the monthly financial reports.

The consolidated financial statements have been audited by Avail LLP Chartered Professional Accountants, the external auditors, in accordance with Canadian generally accepted auditing standards on behalf of the Council, residents and ratepayers of the Village. Avail LLP has full and free access to the Council.

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Village Administrator



**VILLAGE OF ROCKYFORD**  
**CONSOLIDATED STATEMENT OF FINANCIAL POSITION**  
As at December 31, 2021

	2021	2020
<b>Financial assets</b>		
Cash and temporary investments (note 2)	\$ 1,597,325	\$ 2,358,361
Taxes and grants in place of taxes receivable (note 3)	205,562	181,385
Trade and other receivables (note 4)	706,386	1,134,601
Land held for resale	62,075	62,075
Investments (note 5)	1,521	1,521
	2,572,869	3,737,943
<b>Liabilities</b>		
Line of credit (note 6)	93,467	-
Accounts payable and accrued liabilities	908,365	1,588,575
Deferred revenue (note 7)	817,416	1,373,740
Long-term debt (note 8)	475,980	521,078
Other liabilities	11,689	16,441
	2,306,917	3,499,834
<b>Net financial assets</b>	265,952	238,109
<b>Non-financial assets</b>		
Prepaid expenses	-	4,598
Tangible capital assets (schedule 2)	36,726,437	36,812,030
	36,726,437	36,816,628
<b>Accumulated surplus</b> (note 9 and schedule 1)	\$ 36,992,389	\$ 37,054,737

Commitment (note 19)

Approved on behalf of Council:

Councillor \_\_\_\_\_

Councillor \_\_\_\_\_

**VILLAGE OF ROCKYFORD**  
**CONSOLIDATED STATEMENT OF OPERATIONS**  
For the year ended December 31, 2021

	Budget (Unaudited)	2021	2020
<b>Revenue</b>			
Net municipal property taxes (note 12)	\$ 358,747	\$ 358,777	\$ 358,177
User fees and sales of goods	504,119	530,969	554,983
Government transfers for operating (note 13)	35,100	84,269	83,540
Investment income	8,488	10,702	5,656
Penalties and costs of taxes	28,000	37,886	34,052
Licenses and permits	3,000	4,642	4,405
Franchise and concession contracts	44,000	46,521	50,917
Other	44,049	36,671	98,164
	1,025,503	1,110,437	1,189,894
<b>Expenses (note 14)</b>			
Legislative	30,950	25,168	21,553
Administration	198,460	186,545	185,896
Protective services	119,767	105,809	115,985
Common and equipment pool	59,477	58,552	56,560
Roads, streets, walks and lighting	137,039	131,028	112,254
Storm sewers and drainage	3,500	2,638	3,071
Water supply and distribution	1,265,533	1,366,045	1,286,953
Wastewater treatment and disposal	48,224	41,585	43,576
Waste management	35,408	41,618	44,334
Public health and welfare services	2,715	2,715	4,343
Planning and development	71,937	79,291	95,447
Parks and recreation	41,310	60,517	48,003
Culture - libraries, museums, halls	7,072	7,072	12,072
	2,021,392	2,108,583	2,030,047
<b>Deficiency of revenue over expenses before other</b>	(995,889)	(998,146)	(840,153)
<b>Other</b>			
Government transfers for capital (note 13)	618,000	935,798	3,441,480
<b>(Deficiency) excess of revenue over expenses</b>	(377,889)	(62,348)	2,601,327
<b>Accumulated surplus, beginning of year</b>	37,054,737	37,054,737	34,453,410
<b>Accumulated surplus, end of year</b>	\$ 36,676,848	\$ 36,992,389	\$ 37,054,737

**VILLAGE OF ROCKYFORD**  
**CONSOLIDATED STATEMENT OF CHANGE IN NET FINANCIAL ASSETS**  
For the year ended December 31, 2021

	Budget (Unaudited)	2021	2020
<b>(Deficiency) excess of revenue over expenses</b>	\$ (377,889)	\$ (62,348)	\$ 2,601,327
Acquisition of tangible capital assets	(45,098)	(952,817)	(3,453,173)
Amortization of tangible capital assets	1,038,409	1,038,408	1,006,671
	993,311	85,591	(2,446,502)
Net change in prepaid expense	-	4,600	484
<b>Increase in net financial assets</b>	615,422	27,843	155,309
<b>Net financial assets, beginning of year</b>	238,109	238,109	82,800
<b>Net financial assets, end of year</b>	\$ 853,531	\$ 265,952	\$ 238,109

Draft - September 2, 2022

**VILLAGE OF ROCKYFORD**  
**CONSOLIDATED STATEMENT OF CASH FLOW**  
For the year ended December 31, 2021

	2021	2020
<b>Operating transactions</b>		
Excess (deficiency) of revenue over expenses	\$ (62,348)	\$ 2,601,327
Adjustments for items which do not affect cash		
Amortization of tangible capital assets	1,038,408	1,006,671
	976,060	3,607,998
Net change in non-cash working capital items		
Taxes and grants in place of taxes receivable	(24,177)	(36,332)
Trade and other receivables	428,215	(64,659)
Prepaid expenses	4,600	484
Accounts payable and accrued liabilities	(680,210)	296,142
Deferred revenue	(556,324)	247,240
Line of credit	93,467	-
Other liabilities	(4,752)	(17,724)
Cash provided by operating transactions	236,879	4,033,149
<b>Capital transactions</b>		
Acquisition of tangible capital assets	(952,817)	(3,453,173)
<b>Financing transactions</b>		
Repayment of long-term debt	(45,098)	(43,091)
<b>(Decrease) increase in cash and temporary investments</b>	<b>(761,036)</b>	<b>536,885</b>
<b>Cash and temporary investments, beginning of year</b>	<b>2,358,361</b>	<b>1,821,476</b>
<b>Cash and temporary investments, end of year</b>	<b>\$ 1,597,325</b>	<b>\$ 2,358,361</b>

Draft - December 2, 2022

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**VILLAGE OF ROCKYFORD**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

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**1. Significant accounting policies**

The consolidated financial statements of the Village of Rockyford are the representations of management prepared in accordance with generally accepted accounting principles for local governments established by the Public Sector Accounting Board of the Chartered Professional Accountants of Canada. Significant aspects of the accounting policies adopted by the Village are as follows:

(a) Reporting entity

The consolidated financial statements reflect the assets, liabilities, revenue and expenses, changes in fund balances and change in financial position of the reporting entity which comprises all of the organizations that are owned or controlled by the Village and are, therefore, accountable to the Council for the administration of their financial affairs and resources. These financial statements include the proportionate ownership of the Wheatland Regional Corporation.

Taxes levied also includes requisitions for educational, health care, social and other external organizations that are not part of the municipal reporting entity.

The statements exclude trust assets that are administered for the benefit of external parties. Interdepartmental and organizational transactions and balances are eliminated.

(b) Basis of accounting

The financial statements are prepared using the accrual basis of accounting. The accrual basis of accounting records revenue as it is earned and measurable. Expenses are recognized as they are incurred and measurable based upon receipt of goods or services and/or the legal obligation to pay.

Funds from external parties and earnings thereon restricted by agreement or legislation are accounted for as deferred revenue until used for the purpose specified.

Government transfers, contributions and other amounts are received from third parties pursuant to legislation, regulation or agreement and may only be used for certain programs, in the completion of specific work, or for the purchase of tangible capital assets. In addition, certain user charges and fees are collected for which the related services have yet to be performed. Revenue is recognized in the period when the related expenses are incurred, services performed or the tangible capital assets are acquired.

(c) Use of estimates

The preparation of financial statements in conformity with Canadian generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expense during the period. Where measurement uncertainty exists, the financial statements have been prepared within reasonable limits of materiality. Actual results could differ from those estimates.

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**VILLAGE OF ROCKYFORD**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

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**1. Significant accounting policies, continued**

(d) **Investments**  
Investments are recorded at amortized cost. Investment premiums and discounts are amortized on the net present value basis over the term of the respective investments. When there has been a loss in value that is other than a temporary decline, the respective investment is written down to recognize the loss.

(e) **Land held for resale**  
Land held for resale is recorded at the lower of cost and net realizable value. Cost includes costs for land acquisition and improvements required to prepare the land for servicing such as clearing, stripping, and leveling charges. Related development costs incurred to provide infrastructure such as water and waste water services, roads, sidewalks, and street lighting are recorded as physical assets under their respective function.

(f) **Tax revenue**  
Tax revenues are recognized when the tax has been authorized by bylaw and the taxable event has occurred.

Requisitions operate as a flow through and are excluded from municipal revenue.

(g) **Contaminated sites liability**  
Contaminated sites are a result of contamination being introduced into air, soil, water or sediment of a chemical, organic or radioactive material or live organism that exceeds an environmental standard. The liability is recorded net of any expected recoveries. A liability for remediation of a contaminated site is recognized when a site is not in productive use and is management's estimate of the cost of post-remediation including operation, maintenance and monitoring.

(h) **Requisition over-levy and under-levy**  
Over-levies and under-levies arise from the difference between the actual property tax levy made to cover each requisition and the actual amount requisitioned.

If the actual levy exceeds the requisition, the over-levy is accrued as a liability and property tax revenue is reduced. Where the actual levy is less than the requisition amount, the under-levy is accrued as a receivable and as property tax revenue.

Requisition tax rates in the subsequent year are adjusted for any over-levies or under-levies of the prior year.

(i) **Government transfers**  
Government transfers are the transfer of assets from senior levels of government that are not the result of an exchange transaction, are not expected to be repaid in the future, or the result of a direct financial return.

Government transfers are recognized in the financial statements as revenue in the period in which events giving rise to the transfer occur, providing the transfers are authorized, any eligibility criteria have been met, and reasonable estimates of the amounts can be determined.

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**VILLAGE OF ROCKYFORD**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

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**1. Significant accounting policies, continued**

(j) Non-financial assets

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the normal course of operations. The change in non-financial assets during the year, together with the excess of revenues over expenses, provides the consolidated Change in Net Financial Assets for the year.

(i) Tangible capital assets

Tangible capital assets are recorded at cost which includes all amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less residual value, of the tangible capital assets is amortized on a straight-line basis over the estimated useful life as follows:

	Years
Buildings	50
Engineered structures	15-75
Machinery and equipment	10-25
Vehicles	10-25

A full year of amortization is charged in the year of acquisition and no amortization in the year of disposal. Assets under construction are not amortized until the asset is available for productive use.

(ii) Contributions of tangible capital assets

Tangible capital assets received as contributions are recorded at fair value at the date of receipt and also are recorded as revenue.

(iii) Leases

Leases are classified as capital or operating leases. Leases which transfer substantially all of the benefits and risks incidental to ownership of property are accounted for as capital leases. All other leases are accounted for as operating leases and the related lease payments are charged to expenses as incurred.

(iv) Inventories

Inventories held for consumption are recorded at the lower of cost and replacement cost.

(v) Cultural and historical tangible capital assets

Works of art for display are not recorded as tangible capital assets but are disclosed.

**VILLAGE OF ROCKYFORD**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

**2. Cash and temporary investments**

	2021	2020
Cash	\$ 98,266	\$ 102,733
Temporary investments	1,499,059	2,255,628
	<b>\$ 1,597,325</b>	<b>\$ 2,358,361</b>

**3. Taxes and grants in place of taxes receivables**

	2021	2020
Taxes and grants in place of taxes receivable	\$ 37,549	\$ 26,399
Arrears	168,013	154,986
	<b>\$ 205,562</b>	<b>\$ 181,385</b>

**4. Trade and other receivables**

	2021	2020
Wheatland Regional Corporation	\$ 507,643	\$ 498,443
Rockyford Ag Society	93,467	-
GST	43,301	173,898
Trade receivables	33,759	72,727
Rockyford Rural Fire Association	28,216	35,965
Municipal Sustainable Initiative (MSI) grant	-	163,584
Alberta Transportation - Water for Life	-	143,103
Wheatland County - Water for Life	-	46,881
	<b>\$ 706,386</b>	<b>\$ 1,134,601</b>

**5. Investments**

	2021		2020	
	Cost	Market value	Cost	Market value
UFA - patronage reserves	\$ 1,481	\$ 1,481	\$ 1,481	\$ 1,481
Treasury Board and Finance	10	10	10	10
Alberta Association of Municipal Districts & Counties	30	30	30	30
	<b>\$ 1,521</b>	<b>\$ 1,521</b>	<b>\$ 1,521</b>	<b>\$ 1,521</b>



**VILLAGE OF ROCKYFORD**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

**6. Line of credit**

A secured line of credit was obtained during the year with ATB for a maximum of \$120,000, bearing interest at 3.45%, and is to be repaid over no longer than five years.

As at December 31, 2021 \$93,467 was outstanding (2020 - nil).

All repayments shall be made by the Rockyford Agricultural Society.

**7. Deferred revenue**

	2021	2020
Municipal Sustainability Initiative (MSI) - Capital	\$ 70,637	\$ 531,048
Wheatland County - Water for Life	233,590	429,377
Canada Community Building Fund (formerly Federal Gas Tax Fund)	303,175	202,675
Wheatland County Infrastructure Services Program (CRISP)	185,556	185,556
Alberta Community Partnership Grant	20,000	20,000
Services not yet provided	2,533	3,159
Prepaid cemetery lots	1,925	1,925
	<b>\$ 817,416</b>	<b>\$ 1,373,740</b>

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**VILLAGE OF ROCKYFORD**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

**8. Long-term debt**

	2021	2020
Tax supported debentures - capital	\$ 475,980	\$ 511,949
Utility supported debenture - capital	-	9,129
	<u>\$ 475,980</u>	<u>\$ 521,078</u>
Current portion	\$ 45,098	\$ 43,091

Principal and interest repayments are due as follows:

	Principal	Interest	Total
2022	\$ 45,098	\$ 18,854	\$ 63,952
2023	37,514	16,750	54,264
2024	39,128	15,136	54,264
2025	40,813	13,451	54,264
2026	42,573	11,691	54,264
Thereafter	270,854	91,629	362,483
	<u>\$ 475,980</u>	<u>\$ 167,511</u>	<u>\$ 643,491</u>

Debenture debt is repayable to Treasury Board and Finance and bears interest at rates ranging from 3.192% to 4.752% per annum and matures in periods 2026 through 2042. The average annual interest rate is 4.69% for 2021 (4.69% for 2020).

Debenture debt is issued on the credit and security of the Village at large.

Interest on long-term debt amounted to \$18,855 (2020 - \$20,398).

The Village's total cash payments for interest in 2021 were \$18,855 (2020 - \$20,861).

**9. Accumulated surplus**

Accumulated surplus consists of internally restricted and unrestricted amounts and equity in tangible capital assets as follows:

	2021	2020
Unrestricted surplus	\$ 735,600	\$ 763,785
Internally restricted surplus (reserves) (note 10)	6,332	-
Equity in tangible capital assets (note 11)	36,250,457	36,290,952
	<u>\$ 36,992,389</u>	<u>\$ 37,054,737</u>

**VILLAGE OF ROCKYFORD**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

**10. Reserves**

Council has set up reserves for various purposes. These reserves are either required by legislation or set up at the discretion of Council to provide funding for future expenses.

Police funding reserve

This reserve funds will be used to fund the future payments for the RCMP requisition.

	2021	2020
<b>Operating</b>		
Police funding reserve	\$ 6,332	\$ -

**11. Equity in tangible capital assets**

	2021	2020
Tangible capital assets (schedule 2)	\$ 44,538,292	\$ 43,585,476
Accumulated amortization (schedule 2)	(7,811,855)	(6,773,446)
Long-term debt (note 8)	(475,980)	(521,078)
	\$ 36,250,457	\$ 36,290,952

**12. Net municipal property taxes**

	Budget (Unaudited)	2021	2020
<b>Taxation</b>			
Real property taxes	\$ 434,776	\$ 435,777	\$ 436,623
Linear property taxes	9,176	7,831	7,544
	443,952	443,608	444,167
<b>Requisitions</b>			
Alberta School Foundation Fund	83,000	82,626	83,829
Wheatland Housing Management Body	2,205	2,205	2,161
	85,205	84,831	85,990
	\$ 358,747	\$ 358,777	\$ 358,177

**VILLAGE OF ROCKYFORD**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

**13. Government transfers**

	Budget (Unaudited)	2021	2020
<b>Transfers for operating:</b>			
Provincial government	\$ 35,100	\$ 84,269	\$ 72,866
Other local government	-	-	10,674
	35,100	84,269	83,540
<b>Transfers for capital:</b>			
Provincial government	618,000	935,798	3,279,607
Other local government	-	-	161,873
	618,000	935,798	3,441,480
	\$ 653,100	\$ 1,020,067	\$ 3,525,020

**14. Expenses by object**

	Budget (Unaudited)	2021	2020
Salaries, wages and benefits	\$ 271,980	\$ 263,778	\$ 276,191
Contracted and general services	473,067	508,087	470,520
Materials, goods, supplies and utilities	187,302	233,123	183,745
Transfers to organizations and others	26,676	35,631	70,537
Interest on long term debt	18,858	18,855	20,399
Bank charges and short term interest	600	1,255	1,002
Other expenditures	4,500	9,446	982
Amortization of tangible capital assets	1,038,409	1,038,408	1,006,671
	\$ 2,021,392	\$ 2,108,583	\$ 2,030,047

**VILLAGE OF ROCKYFORD**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

**15. Debt limits**

Section 276(2) of the Municipal Government Act requires that debt and debt limits as defined by Alberta Regulation 255/00 for the Village be disclosed as follows:

	2021	2020
Total debt limit	\$ 1,665,656	\$ 1,784,840
Total debt	569,447	521,078
	\$ 1,096,209	\$ 1,263,762
Debt servicing limit	\$ 277,609	\$ 297,473
Debt servicing	63,952	63,952
	\$ 213,657	\$ 233,521

The debt limit is calculated at 1.5 times revenue of the municipality (as defined in Alberta Regulation 255/00) and the debt service limit is calculated at 0.25 times such revenue. Incurring debt beyond these limitations requires approval by the Minister of Municipal Affairs. These thresholds are guidelines used by Alberta Municipal Affairs to identify municipalities which could be at financial risk if further debt is acquired. The calculation taken alone does not represent the financial stability of the municipality. Rather, the financial statements must be interpreted as a whole.

Draft - September 2021

**VILLAGE OF ROCKYFORD**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

**16. Salary and benefits disclosure**

Disclosure of salaries and benefits for elected municipal officials, the chief administrative officer and designated officers as required by Alberta Regulation 313/2000 is as follows:

	(1)	(2)	2021	2020
	Salary	Benefits & allowances		
Council				
Burke, Darcy	\$ 5,575	\$ -	\$ 5,575	\$ 8,375
Smith, Leah	3,491	-	3,491	2,588
Cheshire, Dalia	1,819	-	1,819	2,187
Goodfellow, William	2,071	-	2,071	987
Geeraert, April	694	-	694	764
Henke, Tyler	406	-	406	-
Morin, Kathleen	369	-	369	-
Macdonald, Elaine	\$ 72,662	\$ 5,437	\$ 78,099	\$ 74,100

(1) Salary includes regular base pay, bonuses, overtime, lump sum payments, gross honoraria and any other direct cash remuneration.

(2) Benefits and allowances include the employer's share of all employee benefits and contributions or payments made on behalf of employees including pension, health care, dental coverage, vision coverage, group life insurance, accidental disability and dismemberment insurance, long- and short-term disability plans, professional memberships, and tuition.

Benefits and allowances figures also include the employer's share of the costs of additional taxable benefits including special leave with pay, financial planning services, retirement planning services, concessionary loans, travel allowances, car allowances, and club memberships.

**17. Segmented disclosure**

The Village provides a range of services to its ratepayers. For each reported segment, revenues and expenses represent both amounts that are directly attributable to the segment and amounts that are allocated on a reasonable basis. The accounting policies used in these segments are consistent with those followed in the preparation of the financial statements as disclosed in note 1.

Refer to the schedule of segmented disclosure (schedule 3).

**VILLAGE OF ROCKYFORD**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

**18. Budget amounts**

The 2021 budget for the Village was approved by Council and has been reported in the consolidated financial statements for information purposes only. These budget amounts have not been audited, reviewed, or otherwise verified.

The approved budget contained principal payments on debt as expenditures. Since these items are not included in the amounts reported in the consolidated financial statements, they have been excluded from the budget amounts presented in these financial statements.

The approved budget did not contain an amount for amortization expense. In order to enhance comparability, the actual amortization expense has been included as a budget amount.

	Budgeted deficit per financial statements	\$ (377,889)
Less:	Long-term debt repayments	(45,098)
	Capital expenditures	(618,000)
	Capital equipment reserve	(4,337)
Add:	Amortization	1,038,049
	Appropriated surplus for capital	15,000
Equals:	Surplus budget	\$ 7,725

**19. Commitment**

The Village of Rockyford is a member of the Alberta Municipal Insurance Exchange (MUNIX) which provides liability insurance. The investment in this program is not reflected as an asset in the accompanying financial statements. Under the terms of membership, the Village could become liable for its proportionate share of any claim losses in excess of the funds held by the exchange. Any liability incurred would be accounted for as a current transaction in the year the losses are determined.

**20. Contaminated sites liability**

The Village has adopted PS3260 liability for contaminated sites. The Village did not identify any financial liabilities in 2021 (2020 - nil) as a result of this standard.

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**VILLAGE OF ROCKYFORD**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

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**21. Financial instruments**

The Village's financial instruments consist of cash and temporary investments, accounts receivable, investments, accounts payable and accrued liabilities, and long-term debt. It is management's opinion that the Village is not exposed to significant interest or currency risk arising from these financial instruments.

The Village is subject to credit risk with respect to taxes and grants in place of taxes receivables and trade and other receivables. Credit risk arises from the possibility that taxpayers and entities to which the Village provides services may experience financial difficulty and be unable to fulfil their obligations. The large number and diversity of taxpayers and customers minimizes the credit risk.

Unless otherwise noted, the carrying value of the financial instrument approximates fair value.

**22. Comparative figures**

Certain comparative figures have been reclassified to conform to the financial statement presentation adopted in the current year.

Draft - September 2, 2021



**VILLAGE OF ROCKYFORD**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

**23. Investment in government partnership**

The Village purchased 25 class B common shares in Wheatland Regional Corporation (WRC) for 25% ownership in the amount of \$2.50.

WRC was formed in partnership with the Village of Rockyford, Village of Hussar, Village of Standard, and the Wheatland County. WRC is responsible for distribution of water to its partnering municipalities.

WRC is accounted for using the proportionate consolidation method. Below is a financial summary of the Corporation's financial statements as at December 31, 2021 and for the year then ended as follows:

	2021 Total	2021 75% share	2021 25% share	2020 25% share
Financial assets	442,507	331,880	110,627	100,631
Liabilities	768,371	576,278	192,093	195,241
Net financial debt	(325,864)	(244,398)	(81,466)	(94,610)
Non-financial assets	94,185	70,639	23,546	27,603
Accumulated surplus	(231,679)	(173,759)	(57,920)	(67,007)
Total revenue	880,284	660,213	220,071	274,534
Total expenses	843,936	632,952	210,984	245,072
(Deficiency) excess of revenue over expenses	36,348	27,261	9,087	29,462

The following amounts pertain to transactions and balances between the Village and WRC. They have been adjusted using the proportionate consolidation method.

- Revenues \$259,322 (2020 - \$233,706)
- Expenses \$2,093 (2020 - \$25,116)
- Due to shareholders \$676,857 (2020 - \$664,591)
- Accounts payable \$14,694 (2020 - \$21,057)
- Share capital \$2.50 (2020 - \$2.50)

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**VILLAGE OF ROCKYFORD**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

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**24. COVID-19**

Events have occurred as a result of the COVID-19 (coronavirus) pandemic that have caused economic uncertainty. The duration and impact of the pandemic, as well as the effectiveness of government responses, remain unclear at this time.

Potential impacts on the Village's business could include future decreases in revenue and delays in completing capital project work, temporary declines in investment income, closure of facilities including recreation, library, and administrative buildings, temporary and/or permanent termination of public employees and mandatory working from home requirements for those able to do so.

The Village has continued to develop strategies to manage the impacts of the COVID-19 outbreak. Administration continues to monitor revenue, expenses, and projects for the Village. Cost saving measures have been instituted where appropriate. The Village continues to follow protocols set by the Alberta Government and to make suitable adjustments in the face of the pandemic.

Management is not aware of any material impairments, at this time, that will impact the financial assets or liabilities of the Village due to the pandemic.

The situation is continually changing and the future impact on the Village is not readily determinable at this time.

**25. Approval of financial statements**

These financial statements were approved by Council and Management.

**VILLAGE OF ROCKYFORD**  
**SCHEDULES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

Schedule of changes in accumulated surplus				Schedule 1	
	Unrestricted	Restricted	Equity in tangible capital assets	2021	2020
Balance, beginning of year	\$ 763,785	\$ -	\$ 36,290,952	\$ 37,054,737	\$ 34,453,410
(Deficiency) excess of revenue over expenses	(62,348)	-	-	(62,348)	2,601,327
Unrestricted funds designated for future use	(6,332)	6,332	-	-	-
Current year funds used for tangible capital assets	(952,815)	-	952,815	-	-
Amortization of tangible capital assets	1,038,408	-	(1,038,408)	-	-
Long-term debt repaid	(45,098)	-	45,098	-	-
Change in accumulated surplus	(28,185)	6,332	(40,495)	(62,348)	2,601,327
<b>Balance, end of year</b>	<b>\$ 735,600</b>	<b>\$ 6,332</b>	<b>\$ 36,250,457</b>	<b>\$ 36,992,389</b>	<b>\$ 37,054,737</b>

Draft - September 2022

**VILLAGE OF ROCKYFORD**  
**SCHEDULES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

**Schedule of tangible capital assets**

Schedule 2

	Land	Buildings	Engineered structures	Machinery and equipment	Vehicles	Construction in progress	2021	2020
<b>Cost:</b>								
Balance, beginning of year	\$ 80,696	\$ 689,275	\$ 40,991,535	\$ 803,897	\$ 982,102	\$ 37,971	\$ 43,585,475	\$ 40,132,303
Acquisitions	-	-	952,817	-	-	-	952,817	3,453,173
Transfers	-	-	37,971	-	-	(37,971)	-	-
<b>Balance, end of year</b>	<b>80,696</b>	<b>689,275</b>	<b>41,982,323</b>	<b>803,897</b>	<b>982,102</b>	<b>-</b>	<b>44,538,292</b>	<b>43,585,476</b>
<b>Accumulated amortization:</b>								
Balance, beginning of year	-	245,142	5,380,204	556,643	591,557	-	6,773,446	5,766,775
Annual amortization	-	18,574	956,739	23,559	39,537	-	1,038,409	1,006,671
<b>Balance, end of year</b>	<b>-</b>	<b>263,716</b>	<b>6,336,943</b>	<b>580,202</b>	<b>631,094</b>	<b>-</b>	<b>7,811,855</b>	<b>6,773,446</b>
<b>Net book value</b>	<b>\$ 80,696</b>	<b>\$ 425,559</b>	<b>\$ 35,645,380</b>	<b>\$ 223,795</b>	<b>\$ 351,008</b>	<b>\$ -</b>	<b>\$ 36,726,437</b>	<b>\$ 36,812,030</b>
<b>2020 net book value</b>	<b>\$ 80,696</b>	<b>\$ 444,132</b>	<b>\$ 35,611,330</b>	<b>\$ 247,354</b>	<b>\$ 390,546</b>	<b>\$ 37,971</b>	<b>\$ 36,812,029</b>	

Draft - September 2022

**VILLAGE OF ROCKYFORD**  
**SCHEDULE TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

Schedule of segmented disclosure

Schedule 3

	General government	Protective services	Transportation services	Environmental services	Public health services	Planning and development	Recreation and culture	Total
<b>Revenue</b>								
Net municipal property taxes	\$ 358,777	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 358,777
User fees and sales of goods	2,230	-	-	475,354	-	-	53,385	530,969
Government transfers for operating	81,119	-	-	-	-	-	3,150	84,269
Investment income	10,702	-	-	-	-	-	-	10,702
Penalties and costs of taxes	37,886	-	-	-	-	-	-	37,886
Licenses and permits	-	3,837	-	-	-	805	-	4,642
Franchise and concession contracts	46,521	-	-	-	-	-	-	46,521
Other	6	28,216	-	110	-	8,320	25	36,671
	537,241	32,053	-	475,464	-	9,125	58,580	1,110,437

**Revenues do not cross add by 6**

<b>Expenses</b>								
Salaries, wages and benefits	124,890	1,300	49,288	79,230	-	-	9,070	263,778
Contracted and general services	64,809	38,794	71,432	362,273	-	24,684	395	508,087
Materials, goods, supplies and utilities	9,013	23,413	33,851	84,075	-	53,958	28,813	233,123
Bank charges and short term interest	-	-	-	1,255	-	-	-	1,255
Interest on long term debt	-	-	6,818	12,037	-	-	-	18,855
Other expenditures	-	-	-	5,796	-	650	3,000	9,446
Transfers to organizations and others	-	2,528	-	14,189	2,714	-	16,200	35,631
Amortization of tangible capital assets	13,002	39,773	85,129	890,394	-	-	10,110	1,038,408
	211,714	105,808	192,218	1,449,249	2,714	79,292	67,588	2,108,583
<b>Excess (deficiency) of revenue over expenses before other</b>	\$ 325,527	\$ (73,755)	\$ (192,218)	\$ (973,785)	\$ (2,714)	\$ (70,167)	\$ (11,028)	\$ (998,146)
<b>Other</b>								
Government transfers for capital	-	-	639,217	298,581	-	-	-	935,798
<b>Excess (deficiency) of revenue over expenses</b>	\$ 325,527	\$ (73,755)	\$ 446,999	\$ (677,204)	\$ (2,714)	\$ (70,167)	\$ (11,028)	\$ (62,348)

September 14, 2022

Mayor and Council  
Village of Rockyford  
PO Box 294  
Rockyford, Alberta T0J 2R0

Ladies and Gentlemen:

We have completed our audit of the financial statements of the Village of Rockyford for the year ended December 31, 2021. Our audit included consideration of internal control relevant to the preparation of the financial statements to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of internal control. Accordingly, our review of any given control was limited and would not disclose all weaknesses in the system or all matters which an in-depth study might indicate. As you know, the maintenance of an adequate system of internal controls is the responsibility of the Mayor and Council.

The following matters that we are reporting to you are limited to deficiencies identified during the audit that are of sufficient importance to merit being reported.

**Employee contracts**

During the course of the audit, it was noted that not all employees have wage agreements in their employee files. It is important for all employees to have a contract letter in their file to ensure their pay rate is accurate. This will also help ensure there are no disagreements as to what the employee is paid.

**We recommend employee files be updated annually to reflect the most recent changes to the employees' information and remuneration. This will help ensure the proper amounts are being recorded in the system and there is no misunderstanding of the amount paid to employees.**

**Cut-off**

During the course of our audit it was discovered that invoices dated both before and after the yearend were not recorded in the general ledger. This caused certain balance of the Village to be understated until adjustments were made during the audit. It is management's responsibility to maintain control systems to ensure complete and reliable accounting records.

**We recommend that the Village review its controls over cutoff and make changes where necessary in order to ensure disbursements are recorded in the proper period. This will increase the reliability and accuracy of accounting records.**

Mayor and Council  
Village of Rockyford  
Page 2  
September 14, 2022

**GST rebate**

During the course of the audit, it was noted that the not all GST rebates were filed for the fiscal year.

**We recommend that the GST rebates be filed on a timely basis.**

**Funds held on behalf of others**

During the course of the audit, it was noted that there were differences between the funds paid on behalf of others compared to the funds collected on behalf of others for the Ag Society, Community Center, and Lions Club.

**We recommend that either the payments/deposits are reconciled in the general ledger on a regular basis or separate bank accounts be set up to ensure the proper tracking of funds held on behalf of other organizations.**

This communication is prepared solely for the information of the Council members and management of the Village of Rockyford and is not intended for any other purpose. We accept no responsibility to a third party who uses this communication.

We wish to emphasize that our discussion and recommendations are meant solely to bring to your attention areas where the accounting system and procedures could be improved and is in no way a reflection on the competence or integrity of the staff working at the Village of Rockyford.

We would like to thank Elaine, Tara, and Lori for their assistance during our audit. Thank you for the continuing opportunity to be of service to your organization and we look forward to serving you in the future. If you have any questions or concerns regarding our audit or any other issues with which you may require our assistance, please do not hesitate to contact us.

Thank you.

Yours truly,

AVAIL LLP

Calvin Scott, CPA, CA

**VILLAGE OF ROCKYFORD**  
**Non-Consolidated Financial Statements**  
**For the year ended December 31, 2021**

*Draft - September 2, 2022*



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**VILLAGE OF ROCKYFORD**  
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For the year ended December 31, 2021

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Draft - September 2022



## INDEPENDENT AUDITOR'S REPORT

To: The Mayor and Members of Council of  
the Village of Rockyford

### *Opinion*

We have audited the non-consolidated financial statements of the Village of Rockyford which comprise the non-consolidated statement of financial position as at December 31, 2021, and the non-consolidated statements of operations, change in net financial assets and cash flow for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying non-consolidated financial statements present fairly, in all material respects, the financial position of the Village of Rockyford as at December 31, 2021, the results of its operations, change in its net financial assets and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

### *Basis for Opinion*

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Village in accordance with the ethical requirements that are relevant to our audit of the non-consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### *Responsibilities of Management and Those Charged with Governance for the Financial Statements*

Management is responsible for the preparation and fair presentation of the non-consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the non-consolidated financial statements, management is responsible for assessing the Village's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Village or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Village's financial reporting process.

### *Auditor's Responsibilities for the Audit of the Financial Statements*

Our objectives are to obtain reasonable assurance about whether the non-consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements. As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

## INDEPENDENT AUDITOR'S REPORT, continued

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Village's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the municipality to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

### *Report on Other Legal and Regulatory Requirements*

- **Debt Limit Regulation:**  
In accordance with Alberta Regulation 255/2000, we confirm that the Village is in compliance with the Debt Limit Regulation. A detailed account of the Village's debt limit can be found in note 15.
- **Supplementary Accounting Principles and Standards Regulation:**  
In accordance with Alberta Regulation 313/2000, we confirm that the Village is in compliance with the Supplementary Accounting Principles and Standards Regulation and note the information required can be found in note 16.

Lethbridge, Alberta

September 14, 2022

Chartered Professional Accountants

## MANAGEMENT'S RESPONSIBILITY FOR FINANCIAL REPORTING

The non-consolidated financial statements are the responsibility of the management of the Village of Rockyford.

These non-consolidated financial statements have been prepared from information provided by management. Financial statements are not precise since they include certain amounts based on estimates and judgments. Management has determined such amounts on a reasonable basis in order to ensure that the non-consolidated financial statements are presented fairly, in all material respects.

The Village maintains systems of internal accounting and administrative controls that are designed to provide reasonable assurance that the financial information is relevant, reliable and accurate and that the Village's assets are properly accounted for and adequately safeguarded.

The elected Council of the Village is responsible for ensuring that management fulfils its responsibilities for financial statements. Council carries out its responsibility principally through the committee of the whole.

The Council meets annually with management and the external auditors to discuss internal controls over the financial reporting process, auditing matters and financial reporting issues, and to satisfy itself that each party is properly discharging its responsibilities. Council also considers the engagement or re-appointment of the external auditors. Council reviews the monthly financial reports.

The non-consolidated financial statements have been audited by Avail LLP Chartered Professional Accountants, the external auditors, in accordance with Canadian generally accepted auditing standards on behalf of the Council, residents and ratepayers of the Village. Avail LLP has full and free access to the Council.

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Village Administrator

**VILLAGE OF ROCKYFORD**  
**NON-CONSOLIDATED STATEMENT OF FINANCIAL POSITION**  
As at December 31, 2021

	2021	2020
<b>Financial assets</b>		
Cash and temporary investments (note 2)	\$ 1,528,640	\$ 2,328,283
Taxes and grants in place of taxes receivable (note 3)	205,562	181,385
Trade and other receivables (note 4)	837,332	1,235,460
Land held for resale	62,075	62,075
Investments (note 5)	1,523	1,523
	2,635,132	3,808,726
<b>Liabilities</b>		
Line of credit (note 6)	93,467	-
Accounts payable and accrued liabilities	901,310	1,581,774
Deferred revenue (note 7)	816,958	1,373,156
Long-term debt (note 8)	475,980	521,078
	2,287,715	3,476,008
<b>Net financial assets</b>	347,417	332,718
<b>Non-financial assets</b>		
Prepaid expenses	-	4,598
Tangible capital assets (schedule 2)	36,702,891	36,784,427
	36,702,891	36,789,025
<b>Accumulated surplus</b> (note 9 and schedule 1)	\$ 37,050,308	\$ 37,121,743

Commitment (note 19)

Approved on behalf of Council:

Councillor \_\_\_\_\_

Councillor \_\_\_\_\_

**VILLAGE OF ROCKYFORD**  
**NON-CONSOLIDATED STATEMENT OF OPERATIONS**  
For the year ended December 31, 2021

	Budget (Unaudited)	2021	2020
<b>Revenue</b>			
Net municipal property taxes (note 12)	\$ 358,747	\$ 358,777	\$ 358,177
User fees and sales of goods	326,764	378,491	341,552
Government transfers for operating (note 13)	35,100	84,269	83,540
Investment income	8,000	8,060	2,856
Penalties and costs of taxes	28,000	37,886	34,052
Licenses and permits	3,000	4,642	4,405
Franchise and concession contracts	44,000	46,521	50,917
Other	44,049	37,090	104,566
	<u>847,660</u>	<u>955,736</u>	<u>980,065</u>
<b>Expenses (note 14)</b>			
Legislative	30,950	25,168	21,553
Administration	189,981	184,666	185,896
Protective services	119,767	105,730	115,985
Common and equipment pool	59,477	58,552	56,560
Roads, streets, walks and lighting	137,039	131,028	112,254
Storm sewers and drainage	3,500	2,638	3,071
Water supply and distribution	1,104,534	1,222,389	1,106,586
Wastewater treatment and disposal	48,224	41,585	43,576
Waste management	35,408	41,618	44,334
Public health and welfare services	2,715	2,715	4,343
Planning and development	71,937	79,291	95,447
Parks and recreation	41,310	60,517	48,003
Culture - libraries, museums, halls	7,072	7,072	12,072
	<u>1,851,914</u>	<u>1,962,969</u>	<u>1,849,680</u>
<b>Deficiency of revenue over expenses before other</b>	<b>(1,004,254)</b>	<b>(1,007,233)</b>	<b>(869,615)</b>
<b>Other</b>			
Government transfers for capital (note 13)	618,000	935,798	3,441,480
<b>(Deficiency) excess of revenue over expenses</b>	<b>(386,254)</b>	<b>(71,435)</b>	<b>2,571,865</b>
<b>Accumulated surplus, beginning of year</b>	<b>37,121,743</b>	<b>37,121,743</b>	<b>34,549,878</b>
<b>Accumulated surplus, end of year</b>	<b>\$ 36,735,489</b>	<b>\$ 37,050,308</b>	<b>\$ 37,121,743</b>

**VILLAGE OF ROCKYFORD**  
**NON-CONSOLIDATED STATEMENT OF CHANGE IN NET FINANCIAL ASSETS**  
For the year ended December 31, 2021

	Budget (Unaudited)	2021	2020
<b>(Deficiency) excess of revenue over expenses</b>	\$ (386,254)	\$ (71,435)	\$ 2,571,865
Acquisition of tangible capital assets	(618,000)	(952,817)	(3,453,173)
Amortization of tangible capital assets	1,034,352	1,034,351	1,002,615
	416,352	81,534	(2,450,558)
Net change in prepaid expense	-	4,600	484
<b>Increase in net financial assets</b>	30,098	14,699	121,791
<b>Net financial assets, beginning of year</b>	332,718	332,718	210,927
<b>Net financial assets, end of year</b>	\$ 362,816	\$ 347,417	\$ 332,718

Draft - September 2, 2022

**VILLAGE OF ROCKYFORD**  
**NON-CONSOLIDATED STATEMENT OF CASH FLOW**  
For the year ended December 31, 2021

	2021	2020
<b>Operating transactions</b>		
(Deficiency) excess of revenue over expenses	\$ (71,435)	\$ 2,571,865
Adjustments for items which do not affect cash		
Amortization of tangible capital assets	1,034,351	1,002,615
	962,916	3,574,480
Net change in non-cash working capital items		
Taxes and grants in place of taxes receivable	(24,177)	(36,332)
Trade and other receivables	398,128	(29,862)
Prepaid expenses	4,600	484
Accounts payable and accrued liabilities	(680,464)	299,752
Deferred revenue	(556,198)	246,656
Line of credit	93,467	-
	198,272	4,055,178
<b>Capital transactions</b>		
Acquisition of tangible capital assets	(952,817)	(3,453,173)
<b>Financing transactions</b>		
Repayment of long-term debt	(45,098)	(43,091)
<b>(Decrease) increase in cash and temporary investments</b>	<b>(799,643)</b>	<b>558,914</b>
<b>Cash and temporary investments, beginning of year</b>	<b>2,328,283</b>	<b>1,769,369</b>
<b>Cash and temporary investments, end of year</b>	<b>\$ 1,528,640</b>	<b>\$ 2,328,283</b>

Draft - September 2, 2022



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**VILLAGE OF ROCKYFORD**  
**NOTES TO THE NON-CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

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**1. Significant accounting policies**

The non-consolidated financial statements of the Village of Rockyford are the representations of management prepared in accordance with generally accepted accounting principles for local governments established by the Public Sector Accounting Board of the Chartered Professional Accountants of Canada. Significant aspects of the accounting policies adopted by the Village are as follows:

(a) Reporting entity

The non-consolidated financial statements reflect the assets, liabilities, revenue and expenses, changes in fund balances and change in financial position of the reporting entity.

Taxes levied also includes requisitions for educational, health care, social and other external organizations that are not part of the municipal reporting entity.

The statements exclude trust assets that are administered for the benefit of external parties. Interdepartmental and organizational transactions and balances are eliminated.

(b) Basis of accounting

The financial statements are prepared using the accrual basis of accounting. The accrual basis of accounting records revenue as it is earned and measurable. Expenses are recognized as they are incurred and measurable based upon receipt of goods or services and/or the legal obligation to pay.

Funds from external parties and earnings thereon restricted by agreement or legislation are accounted for as deferred revenue until used for the purpose specified.

Government transfers, contributions and other amounts are received from third parties pursuant to legislation, regulation or agreement and may only be used for certain programs, in the completion of specific work, or for the purchase of tangible capital assets. In addition, certain user charges and fees are collected for which the related services have yet to be performed. Revenue is recognized in the period when the related expenses are incurred, services performed or the tangible capital assets are acquired.

(c) Use of estimates

The preparation of financial statements in conformity with Canadian generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expense during the period. Where measurement uncertainty exists, the financial statements have been prepared within reasonable limits of materiality. Actual results could differ from those estimates.

(d) Investments

Investments are recorded at amortized cost. Investment premiums and discounts are amortized on the net present value basis over the term of the respective investments. When there has been a loss in value that is other than a temporary decline, the respective investment is written down to recognize the loss.

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**VILLAGE OF ROCKYFORD**  
**NOTES TO THE NON-CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

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**1. Significant accounting policies, continued**

(e) Land held for resale

Land held for resale is recorded at the lower of cost and net realizable value. Cost includes costs for land acquisition and improvements required to prepare the land for servicing such as clearing, stripping, and leveling charges. Related development costs incurred to provide infrastructure such as water and waste water services, roads, sidewalks, and street lighting are recorded as physical assets under their respective function.

(f) Tax revenue

Tax revenues are recognized when the tax has been authorized by bylaw and the taxable event has occurred.

Requisitions operate as a flow through and are excluded from municipal revenue.

(g) Contaminated sites liability

Contaminated sites are a result of contamination being introduced into air, soil, water or sediment of a chemical, organic or radioactive material or live organism that exceeds an environmental standard. The liability is recorded net of any expected recoveries. A liability for remediation of a contaminated site is recognized when a site is not in productive use and is management's estimate of the cost of post-remediation including operation, maintenance and monitoring.

(h) Requisition over-levy and under-levy

Over-levies and under-levies arise from the difference between the actual property tax levy made to cover each requisition and the actual amount requisitioned.

If the actual levy exceeds the requisition, the over-levy is accrued as a liability and property tax revenue is reduced. Where the actual levy is less than the requisition amount, the under-levy is accrued as a receivable and as property tax revenue.

Requisition tax rates in the subsequent year are adjusted for any over-levies or under-levies of the prior year.

(i) Government transfers

Government transfers are the transfer of assets from senior levels of government that are not the result of an exchange transaction, are not expected to be repaid in the future, or the result of a direct financial return.

Government transfers are recognized in the financial statements as revenue in the period in which events giving rise to the transfer occur, providing the transfers are authorized, any eligibility criteria have been met, and reasonable estimates of the amounts can be determined.

(j) Non-financial assets

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the normal course of operations. The change in non-financial assets during the year, together with the excess of revenues over expenses, provides the consolidated Change in Net Financial Assets for the year.

**VILLAGE OF ROCKYFORD**  
**NOTES TO THE NON-CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

**1. Significant accounting policies, continued**

(i) **Tangible capital assets**

Tangible capital assets are recorded at cost which includes all amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less residual value, of the tangible capital assets is amortized on a straight-line basis over the estimated useful life as follows:

	Years
Buildings	50
Engineered structures	15-75
Machinery and equipment	10-25
Vehicles	10-25

A full year of amortization is charged in the year of acquisition and no amortization in the year of disposal. Assets under construction are not amortized until the asset is available for productive use.

(ii) **Contributions of tangible capital assets**

Tangible capital assets received as contributions are recorded at fair value at the date of receipt and also are recorded as revenue.

(iii) **Leases**

Leases are classified as capital or operating leases. Leases which transfer substantially all of the benefits and risks incidental to ownership of property are accounted for as capital leases. All other leases are accounted for as operating leases and the related lease payments are charged to expenses as incurred.

(iv) **Inventories**

Inventories held for consumption are recorded at the lower of cost and replacement cost.

(v) **Cultural and historical tangible capital assets**

Works of art for display are not recorded as tangible capital assets but are disclosed.

**VILLAGE OF ROCKYFORD**  
**NOTES TO THE NON-CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

**2. Cash and temporary investments**

	2021	2020
Cash	\$ 29,581	\$ 72,655
Temporary investments	1,499,059	2,255,628
	<b>\$ 1,528,640</b>	<b>\$ 2,328,283</b>

Temporary investments are comprised of T-bill savings accounts with interest rates earning an average of 0.6% (2020 - 0.9%).

**3. Taxes and grants in place of taxes receivables**

	2021	2020
Taxes and grants in place of taxes receivable	\$ 37,549	\$ 26,399
Arrears	168,013	154,986
	<b>\$ 205,562</b>	<b>\$ 181,385</b>

**4. Trade and other receivables**

	2021	2020
Wheatland Regional Corporation (note 21)	\$ 676,857	\$ 664,591
Rockyford Ag Society	93,467	-
GST	38,792	172,247
Rockyford Rural Fire Association	28,216	35,965
Municipal Sustainability Initiative (MSI) grant	-	163,584
Alberta Transportation - Water for Life	-	143,103
Wheatland County - Water for Life	-	46,881
Trade receivables	-	9,089
	<b>\$ 837,332</b>	<b>\$ 1,235,460</b>

**VILLAGE OF ROCKYFORD**  
**NOTES TO THE NON-CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

**5. Investments**

	2021		2020	
	Cost	Market value	Cost	Market value
UFA - patronage reserves	\$ 1,481	\$ 1,481	\$ 1,481	\$ 1,481
Treasury Board and Finance	10	10	10	10
Alberta Association of Municipal Districts & Counties	30	30	30	30
Wheatland Regional Corporation	2	2	2	2
	<u>\$ 1,523</u>	<u>\$ 1,523</u>	<u>\$ 1,523</u>	<u>\$ 1,523</u>

The Village purchased 25 class B common shares in Wheatland Regional Corporation (WRC) for 25% ownership in the amount of \$2.50.

WRC was formed in partnership with the Villages of Rockyford, Hussar, Standard, and Wheatland County. WRC is responsible for distribution of water to residents in the partnership municipalities.

**6. Line of credit**

A secured line of credit was obtained during the year with ATB for a maximum of \$120,000, bearing interest at 3.45%, and is to be repaid over no longer than five years.

As at December 31, 2021 \$93,467 was outstanding (2020 - nil).

All repayments shall be made by the Rockyford Agricultural Society.

**7. Deferred revenue**

	2021	2020
Canada Community Building Fund (formerly Federal Gas Tax Fund)	\$ 303,175	\$ 202,675
Wheatland County - Water for Life	233,590	429,377
Wheatland County Infrastructure Services Program (CRISP)	185,556	185,556
Municipal Sustainability Initiative (MSI) - Capital	70,637	531,048
Alberta Community Partnership Grant	20,000	20,000
Services not yet provided	2,075	2,575
Prepaid cemetery lots	1,925	1,925
	<u>\$ 816,958</u>	<u>\$ 1,373,156</u>

**VILLAGE OF ROCKYFORD**  
**NOTES TO THE NON-CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

**8. Long-term debt**

	2021	2020
Tax supported debentures - capital	\$ 475,980	\$ 511,949
Utility supported debenture - capital	-	9,129
	\$ 475,980	\$ 521,078
Current portion	\$ 37,514	\$ 45,098

Principal and interest repayments are due as follows:

	Principal	Interest	Total
2022	\$ 37,514	\$ 16,750	\$ 54,264
2023	39,128	15,136	54,264
2024	40,813	13,451	54,264
2025	42,573	11,691	54,264
2026	28,808	9,853	38,661
Thereafter	287,144	81,776	368,920
	\$ 475,980	\$ 148,657	\$ 624,637

Debenture debt is repayable to Treasury Board and Finance and bears interest at rates ranging from 3.192% to 4.752% per annum and matures in periods 2026 through 2042. The average annual interest rate is 3.97% for 2021 (4.69% for 2020).

Debenture debt is issued on the credit and security of the Village at large.

Interest on long-term debt amounted to \$18,855 (2020 - \$20,398).

The Village's total cash payments for interest in 2021 were \$18,855 (2020 - \$20,861).

**9. Accumulated surplus**

Accumulated surplus consists of internally restricted and unrestricted amounts and equity in tangible capital assets as follows:

	2021	2020
Unrestricted surplus	\$ 817,065	\$ 858,394
Internally restricted surplus (reserves) (note 10)	6,332	-
Equity in tangible capital assets (note 11)	36,226,911	36,263,349
	\$ 37,050,308	\$ 37,121,743

**VILLAGE OF ROCKYFORD**  
**NOTES TO THE NON-CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

**10. Reserves**

Council has set up reserves for various purposes. These reserves are either required by legislation or set up at the discretion of Council to provide funding for future expenses.

Police funding reserve

This reserve funds will be used to fund the future payments for the RCMP requisition.

	2021	2020
<b>Operating</b>		
Police funding reserve	\$ 6,332	\$ -

**11. Equity in tangible capital assets**

	2021	2020
Tangible capital assets (schedule 2)	\$ 44,497,730	\$ 43,544,913
Accumulated amortization (schedule 2)	(7,794,839)	(6,760,486)
Long-term debt (note 8)	(475,980)	(521,078)
	\$ 36,226,911	\$ 36,263,349

**12. Net municipal property taxes**

	Budget (Unaudited)	2021	2020
<b>Taxation</b>			
Real property taxes	\$ 434,776	\$ 435,777	\$ 436,622
Linear property taxes	9,176	7,831	7,544
	443,952	443,608	444,166
<b>Requisitions</b>			
Alberta School Foundation Fund	83,000	82,626	83,829
Wheatland Housing Management Body	2,205	2,205	2,160
	85,205	84,831	85,989
	\$ 358,747	\$ 358,777	\$ 358,177

**VILLAGE OF ROCKYFORD**  
**NOTES TO THE NON-CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

**13. Government transfers**

	Budget (Unaudited)	2021	2020
<b>Transfers for operating:</b>			
Provincial government	\$ 35,100	\$ 84,269	\$ 72,866
Other local government	-	-	10,674
	35,100	84,269	83,540
<b>Transfers for capital:</b>			
Provincial government	618,000	935,798	3,279,607
Other local government	-	-	161,873
	618,000	935,798	3,441,480
	\$ 653,100	\$ 1,020,067	\$ 3,525,020

**14. Expenses by object**

	Budget (Unaudited)	2021	2020
Salaries, wages and benefits	\$ 194,060	\$ 184,548	\$ 175,628
Contracted and general services	436,542	517,849	448,870
Materials, goods, supplies and utilities	136,926	168,085	130,650
Interest on long term debt	18,858	18,855	20,399
Other expenditures	4,500	3,650	981
Transfers to organizations and others	26,676	35,631	70,537
Amortization of tangible capital assets	1,034,352	1,034,351	1,002,615
	\$ 1,851,914	\$ 1,962,969	\$ 1,849,680



**VILLAGE OF ROCKYFORD**  
**NOTES TO THE NON-CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

**15. Debt limits**

Section 276(2) of the Municipal Government Act requires that debt and debt limits as defined by Alberta Regulation 255/00 for the Village be disclosed as follows:

	2021	2020
Total debt limit	\$ 1,433,604	\$ 1,470,098
Total debt	475,980	521,078
	\$ 957,624	\$ 949,020
Debt servicing limit	\$ 238,934	\$ 245,016
Debt servicing	63,952	63,952
	\$ 174,982	\$ 181,064

The debt limit is calculated at 1.5 times revenue of the municipality (as defined in Alberta Regulation 255/00) and the debt service limit is calculated at 0.25 times such revenue. Incurring debt beyond these limitations requires approval by the Minister of Municipal Affairs. These thresholds are guidelines used by Alberta Municipal Affairs to identify municipalities which could be at financial risk if further debt is acquired. The calculation taken alone does not represent the financial stability of the municipality. Rather, the financial statements must be interpreted as a whole.

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**VILLAGE OF ROCKYFORD**  
**NOTES TO THE NON-CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

**16. Salary and benefits disclosure**

Disclosure of salaries and benefits for elected municipal officials, the chief administrative officer and designated officers as required by Alberta Regulation 313/2000 is as follows:

	(1)	(2)	2021	2020
	Salary	Benefits & allowances		
Council				
Burke, Darcy	\$ 5,575	\$ -	\$ 5,575	\$ 8,375
Smith, Leah	3,491	-	3,491	2,588
Cheshire, Dalia	1,819	-	1,819	2,187
Goodfellow, William	2,071	-	2,071	987
Geeraert, April	694	-	694	764
Henke, Tyler	406	-	406	-
Morin, Kathleen	369	-	369	-
Macdonald, Elaine	\$ 72,662	\$ 5,437	\$ 78,099	\$ 74,100

(1) Salary includes regular base pay, bonuses, overtime, lump sum payments, gross honoraria and any other direct cash remuneration.

(2) Benefits and allowances include the employer's share of all employee benefits and contributions or payments made on behalf of employees including pension, health care, dental coverage, vision coverage, group life insurance, accidental disability and dismemberment insurance, long- and short-term disability plans, professional memberships, and tuition.

Benefits and allowances figures also include the employer's share of the costs of additional taxable benefits including special leave with pay, financial planning services, retirement planning services, concessionary loans, travel allowances, car allowances, and club memberships.

**17. Segmented disclosure**

The Village provides a range of services to its ratepayers. For each reported segment, revenues and expenses represent both amounts that are directly attributable to the segment and amounts that are allocated on a reasonable basis. The accounting policies used in these segments are consistent with those followed in the preparation of the financial statements as disclosed in note 1.

Refer to the schedule of segmented disclosure (schedule 3).

**VILLAGE OF ROCKYFORD**  
**NOTES TO THE NON-CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

**18. Budget amounts**

The 2021 budget for the Village was approved by Council and has been reported in the non-consolidated financial statements for information purposes only. These budget amounts have not been audited, reviewed, or otherwise verified.

The approved budget contained principal payments on debt as expenditures. Since these items are not included in the amounts reported in the non-consolidated financial statements, they have been excluded from the budget amounts presented in these financial statements.

The approved budget did not contain an amount for amortization expense. In order to enhance comparability, the actual amortization expense has been included as a budget amount.

	Budgeted deficit per financial statements	\$ (386,254)
Less:	Long-term debt repayments	(45,098)
	Capital expenditures	(618,000)
Add:	Amortization	1,034,352
	Appropriated surplus for capital	15,000
Equals:	Balanced budget	\$ -

**19. Commitment**

The Village of Rockyford is a member of the Alberta Municipal Insurance Exchange (MUNIX) which provides liability insurance. The investment in this program is not reflected as an asset in the accompanying financial statements. Under the terms of membership, the Village could become liable for its proportionate share of any claim losses in excess of the funds held by the exchange. Any liability incurred would be accounted for as a current transaction in the year the losses are determined.

**20. Contaminated sites liability**

The Village has adopted PS3260 liability for contaminated sites. The Village did not identify any financial liabilities in 2021 (2020 - nil) as a result of this standard.

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**VILLAGE OF ROCKYFORD**  
**NOTES TO THE NON-CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

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**21. Related party transactions**

During the year the Village entered into the following transactions with Wheatland Regional Corporation (WRC):

- (a) The WRC charges the Village to make water available for distribution at the water connect point per cubic meter and for the water operator's services based on manpower per hour and mileage at approved rates.
- (b) The WRC signed an Operation and Service Agreement with the Village of Rockyford to take over utility billing on behalf of the Village. The Agreement was signed September 2017 and the WRC will bill the residents of Rockyford and remit fees for garbage and debentures to the Village based on approximate rates from 2021. The agreement expired June 30, 2022. Effective January 1, 2019, the WRC agreed the fees for water and sewer would also be remitted to the Village.
- (c) This resulted in \$259,322 (2020 - \$233,706) of expenses paid to the WRC for water operator services, usage of water at the water connect point, and major capital expenditures to water lines.
- (d) The WRC has entered into an five-year rental lease for office space with the Village of Rockyford commencing on August 1, 2018. In August 2020, the WRC terminated the lease with six months' notice in accordance with the terms of the lease agreement. The total amount collected for the year was \$2,093 (2020 - \$25,116).
- (e) Included in accounts receivable is \$676,857 (2020 - \$664,591) due from WRC. The funds advanced are non-interest bearing and has no specific terms of repayment.
- (f) Included in accounts payable is \$14,694 (2020 - \$21,057) due to WRC.
- (g) As at December 31, 2021, the Village of Rockyford has ownership of the water treatment plant and related water line infrastructure. The Government of Canada and Government of Alberta has approved multiple cost-shared grant funding agreements for the water treatment plant upgrade and waterline to various municipalities. The agreements stipulate the Village of Rockyford is to retain ownership of the assets for 5 years after the agreement end date for each project. Upon expiration of the agreements, the assets will be transferred to the WRC.

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**VILLAGE OF ROCKYFORD**  
**NOTES TO THE NON-CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

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**22. Financial instruments**

The Village's financial instruments consist of cash and temporary investments, accounts receivable, investments, accounts payable and accrued liabilities, and long-term debt. It is management's opinion that the Village is not exposed to significant interest or currency risk arising from these financial instruments.

The Village is subject to credit risk with respect to taxes and grants in place of taxes receivables and trade and other receivables. Credit risk arises from the possibility that taxpayers and entities to which the Village provides services may experience financial difficulty and be unable to fulfil their obligations. The large number and diversity of taxpayers and customers minimizes the credit risk.

Unless otherwise noted, the carrying value of the financial instrument approximates fair value.

**23. Comparative figures**

Where necessary the comparative figures for the 2020 year have been reclassified to conform with 2021 financial statement presentation.

**24. COVID-19**

Events have occurred as a result of the COVID-19 (coronavirus) pandemic that have caused economic uncertainty. The duration and impact of the pandemic, as well as the effectiveness of government responses, remain unclear at this time.

Potential impacts on the Village's business could include future decreases in revenue and delays in completing capital project work, temporary declines in investment income, closure of facilities including recreation, library, and administrative buildings, temporary and/or permanent termination of public employees and mandatory working from home requirements for those able to do so.

The Village has continued to develop strategies to manage the impacts of the COVID-19 outbreak. Administration continues to monitor revenue, expenses, and projects for the Village. Cost saving measures have been instituted where appropriate. The Village continues to follow protocols set by the Alberta Government and to make suitable adjustments in the face of the pandemic.

Management is not aware of any material impairments, at this time, that will impact the financial assets or liabilities of the Village due to the pandemic.

The situation is continually changing and the future impact on the Village is not readily determinable at this time.

**25. Approval of financial statements**

These financial statements were approved by Council and Management.

**VILLAGE OF ROCKYFORD**  
**SCHEDULES TO THE NON-CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

Schedule of changes in accumulated surplus	Schedule 1				
	Unrestricted	Restricted	Equity in tangible capital assets	2021	2020
Balance, beginning of year	\$ 858,393	\$ -	\$ 36,263,350	\$ 37,121,743	\$ 34,549,878
(Deficiency) excess of revenue over expenses	(71,435)	-	-	(71,435)	2,571,865
Unrestricted funds designated for future use	(6,332)	6,332	-	-	-
Current year funds used for tangible capital assets	(952,814)	-	952,814	-	-
Amortization of tangible capital assets	1,034,351	-	(1,034,351)	-	-
Long-term debt repaid	(45,098)	-	45,098	-	-
<b>Change in accumulated surplus</b>	<b>(41,328)</b>	<b>6,332</b>	<b>(36,439)</b>	<b>(71,435)</b>	<b>2,571,865</b>
<b>Balance, end of year</b>	<b>\$ 817,065</b>	<b>\$ 6,332</b>	<b>\$ 36,226,911</b>	<b>\$ 37,050,308</b>	<b>\$ 37,121,743</b>

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**VILLAGE OF ROCKYFORD**  
**SCHEDULES TO THE NON-CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

**Schedule of tangible capital assets**

**Schedule 2**

	Land	Buildings	Engineered structures	Machinery and equipment	Vehicles	Construction in progress	2021	2020
<b>Cost:</b>								
Balance, beginning of year	\$ 80,696	\$ 689,275	\$ 40,991,535	\$ 803,897	\$ 941,540	\$ 37,971	\$ 43,544,913	\$ 40,091,740
Acquisitions	-	-	952,817	-	-	-	952,817	3,453,173
Transfers	-	-	37,971	-	-	(37,971)	-	-
<b>Balance, end of year</b>	<b>80,696</b>	<b>689,275</b>	<b>41,982,323</b>	<b>803,897</b>	<b>941,540</b>	<b>-</b>	<b>44,497,730</b>	<b>43,544,913</b>
<b>Accumulated amortization:</b>								
Balance, beginning of year	-	245,142	5,380,204	556,543	578,597	-	6,760,487	5,757,872
Annual amortization	-	18,574	956,738	23,559	35,481	-	1,034,352	1,002,614
<b>Balance, end of year</b>	<b>-</b>	<b>263,716</b>	<b>6,336,942</b>	<b>580,102</b>	<b>614,078</b>	<b>-</b>	<b>7,794,839</b>	<b>6,760,486</b>
<b>Net book value</b>	<b>\$ 80,696</b>	<b>\$ 425,559</b>	<b>\$ 35,645,381</b>	<b>\$ 223,795</b>	<b>\$ 327,462</b>	<b>\$ -</b>	<b>\$ 36,702,891</b>	<b>\$ 36,784,427</b>
<b>2020 net book value</b>	<b>\$ 80,696</b>	<b>\$ 444,132</b>	<b>\$ 35,611,330</b>	<b>\$ 247,354</b>	<b>\$ 362,943</b>	<b>\$ 37,971</b>	<b>\$ 36,784,426</b>	

Draft - September 2022

**VILLAGE OF ROCKYFORD**  
**SCHEDULE TO THE NON-CONSOLIDATED FINANCIAL STATEMENTS**  
For the year ended December 31, 2021

Schedule of segmented disclosure

Schedule 3

	General government	Protective services	Transportation services	Environmental services	Public health services	Planning and development	Recreation and culture	Total
<b>Revenue</b>								
Net municipal property taxes	\$ 358,777	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 358,777
User fees and sales of goods	2,229	-	-	322,877	-	-	53,385	378,491
Government transfers for operating	81,119	-	-	-	-	-	3,150	84,269
Investment income	8,060	-	-	-	-	-	-	8,060
Penalties and costs of taxes	37,886	-	-	-	-	-	-	37,886
Licenses and permits	-	3,837	-	-	-	805	-	4,642
Franchise and concession contracts	46,521	-	-	-	-	-	-	46,521
Other	-	28,216	-	-	-	8,849	25	37,090
	534,592	32,053	-	322,877	-	9,654	56,580	955,736
<b>Expenses</b>								
Salaries, wages and benefits	124,889	1,300	49,288	-	-	-	9,070	184,548
Contracted and general services	62,929	36,716	17,132	373,993	-	24,684	395	517,849
Materials, goods, supplies and utilities	9,013	23,413	33,851	19,037	-	53,958	28,813	168,085
Interest on long term debt	-	-	6,818	12,037	-	-	-	18,855
Other expenditures	-	-	-	-	-	650	3,000	3,650
Transfers to organizations and others	-	2,528	-	14,189	2,715	-	16,200	35,631
Amortization of tangible capital assets	13,002	39,773	85,129	886,337	-	-	10,110	1,034,351
	209,833	105,730	192,218	1,305,593	2,715	79,292	67,588	1,962,969
<b>Excess (deficiency) of revenue over expenses before other</b>	324,759	(73,677)	(192,218)	(982,716)	(2,715)	(69,638)	(11,028)	(1,007,233)
<b>Other</b>								
Government transfers for capital	-	-	639,217	296,581	-	-	-	935,798
<b>Excess (deficiency) of revenue over expenses</b>	\$ 324,759	\$ (73,677)	\$ 446,999	\$ (686,135)	\$ (2,715)	\$ (69,638)	\$ (11,028)	\$ (71,435)



September 14, 2022

Mayor and Council  
Village of Rockyford  
PO Box 294  
Rockyford, Alberta T0J 2R0

Ladies and Gentlemen:

RE: 2021 ANNUAL AUDIT OF VILLAGE OF ROCKYFORD

We are pleased to provide the following report relating to our audit of the financial statements of Village of Rockyford for the year ending December 31, 2021.

During the course of our audit we identified matters which may be of interest to the Council. The objective of an audit is to obtain reasonable assurance whether the financial statements are free of material misstatement and it is not designed to identify matters that may be of interest to the Council in discharging its responsibilities. Accordingly an audit would not usually identify all such matters.

The matters identified are included in this report which has been prepared solely for the information of the Council and is not intended for any other purpose. As such, we accept no responsibility to a third party who uses this report. Should any member of the audit committee or equivalent wish to discuss or review any matter addressed in this letter or any other matters related to financial reporting, please do not hesitate to contact us at any time.

Our report is intended to assist the Council in fulfilling its obligation with respect to the 2021 financial statements. We have also attached a separate communication regarding the role of the Council and our recommendations for the Council of the Village.

We would be pleased to further discuss any of the issues addressed in the report or any other issue which may be of interest or concern to the Council.

Yours truly,

AVAIL LLP

Calvin Scott, CPA, CA  
Enclosure

I. Purpose and Scope of Examination

We refer you to our communication dated December 31, 2021, which outlines the purpose and scope of our examination.

II. Results of Examination

As a result of our examination, we report that, in our opinion, the financial statements as at December 31, 2021 present fairly, in all material respects, the financial position of the Village in accordance with Canadian public sector accounting standards.

Throughout the course of our examination, we received full co-operation from Village officials and employees. No restrictions were imposed on the method or extent of our examination. We were given access to all records, documents and other supporting data and were furnished all information and explanations we required. In addition, we had the opportunity to discuss accounting matters with Village officials.

III. Communication with Council

In accordance with the auditing standard "communications with those having oversight responsibility for the financial reporting process", the following matters are recommended to be communicated to the Council.

<b>Matters to be Communicated</b>	<b>Reference/Comment</b>
1. Significant Deficiencies in Internal Controls	During our audit we did encounter deficiencies which, although not of material significance, are summarized in a separate letter for your information.
2. Illegal Acts and Fraud	<p>An audit conducted in accordance with generally accepted auditing standards does not provide assurance about an entity's compliance with the laws and regulations that may affect it. These standards include, however, a requirement that the nature, extent and timing of the auditors' procedures should be designed so that, in the auditors' professional judgment, the risk of not detecting a material misstatement in the financial statements is reduced to an appropriately low level.</p> <p>However, due to the nature of illegal acts, an auditor conducting an audit in accordance with generally accepted auditing standards may not detect an illegal act, or recognize an act as being illegal, even if the effect of its consequences on the financial statements is material.</p> <p>Based on the results of our testing, we did not identify any illegal, improper or questionable payments or acts nor any acts committed with the intent to deceive, involving either misappropriation of assets or misrepresentation of financial information.</p>

3. Significant Accounting Principles and Policies	We refer you to note 1 to the financial statements for a summary of significant accounting policies adopted by the Village.
4. Management's Judgments and Accounting Estimates	<p>There were no disagreements between management and ourselves regarding management's judgments and accounting estimates.</p> <p>Going Concern Assumption - It is now a requirement that management make an assessment each year regarding the Village's ability to continue as a going concern. This assessment requires management to make certain judgments about the Village's ability to meet its obligations in the foreseeable future.</p> <p>Management has advised that they are aware of no events or conditions that cast doubt upon the Village's ability to continue as a going concern in the foreseeable future, and there is no intention to liquidate the Village's assets or otherwise cease operations.</p>
5. Written Representation from Management	As requested, management has provided us written representations that it has fulfilled its responsibility for the preparation of the financial statements and that it has provided us with the required information for us to complete our audit.
6. Other Information in Documents Containing Audited Financial Statements	Should the Village issue any report during the year that includes the audited financial statements, we will be required to read the unaudited information in the report prior to its release to ensure consistency with the information presented in the financial statements.
7. Disagreements with Management	There were no disagreements between management and ourselves with respect to the Village's accounting policies or presentation and disclosure in the financial statements.
8. Difficulties Encountered in Performing the Audit	The full co-operation of management and other personnel was received during our examination.
9. Financial Statement Disclosure	There were no contentious financial statement disclosure issues.
10. Other Matters	No other matters were noted.
11. Emerging Issues	<p><b>FUTURE ACCOUNTING CHANGES</b></p> <p>The Public Sector Accounting Board has issued the following accounting standards:</p> <p>PSG-8 Public Sector Guideline - Purchased Intangibles (effective fiscal years beginning April 1, 2023) This guideline will allow recognition of purchased intangibles as assets. Earlier adoption is permitted.</p> <p>PS 3450 Financial Instruments (effective fiscal years beginning April 1, 2022) Adoption of this standard requires corresponding adoption of PS 2601 Foreign Currency Translation, PS 1201 Financial Statement Presentation,</p>

	<p>and PS 3401 Portfolio Investments in the same fiscal period. These standards provide guidance on: recognition, measurement and disclosure of financial instruments; standards on how to account for and report transactions that are denominated in a foreign currency; general reporting principles and standards for the disclosure of information in financial statements; and how to account for and report portfolio investments.</p> <p>PS 3280 Asset Retirement Obligations (effective fiscal years beginning April 1, 2022) This standard provides guidance on how to account for and report a liability for retirement of tangible capital assets. Early adoption of this section may be mandated by the Government of Alberta, pending recommendations from the ARO working group.</p> <p>PS 3400 Revenue (effective fiscal years beginning April 1, 2023) This standard provides guidance on how to account for and report on revenue, and specifically, it addresses revenue arising from exchange and non-exchange (unilateral) transactions.</p> <p>PS 3160 Public Private Partnerships (effective fiscal years beginning April 1, 2023) This standard provides guidance on the accounting for a public private partnership (P3).</p> <p>PS 1202 – Financial Statement Presentation (effective when PS 2601 and PS 3450 are adopted) A new standard has been proposed to replace PS 1201 Financial Statement Presentation and is intended to provide an improved financial reporting framework.</p> <p>Some of the key proposed changes are:</p> <ul style="list-style-type: none"> <li>• liabilities will be separated into two categories: financial and non-financial</li> <li>• the Statement of Financial Position will be restructured to present total assets followed by total liabilities to arrive at net assets</li> <li>• the net debt indicator will be removed from the Statement of Financial Position and will be shown on a separate statement “Statement of Net Financial Assets or Net Financial Liabilities”</li> <li>• the requirement to present a Statement of Changes in Net Financial Assets (Debt) will be removed</li> <li>• other minor changes are proposed to the Statement of Cash Flows and budgeted information</li> </ul>
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Village of Rockyford  
 Unadjusted Financial Statement Misstatements  
 For the year ended December 31, 2021

Unadjusted Financial Statement Misstatements	Proposed Adjustments Dr (Cr)				
	Opening Equity	Income Statement	Balance Sheet		Closing Equity
			Assets	Liabilities	
Current year					
Interest on deferred revenue	\$ -	\$ 4,215	\$ -	\$ (4,215)	\$ 4,215
Subtotal	-	4,215	-	(4,215)	4,215
Income taxes	-	-	-	-	-
Total	\$ -	\$ 4,215	\$ -	\$ (4,215)	\$ 4,215

VILLAGE OF ROCKYFORD  
MONTHLY CASH STATEMENT  
Month Ending July 31/22

	Current Year	Previous Year
Net Balance as at June 30/2022	\$ 70,918.16	\$ 71,637.67
Receipts for Month	\$ 250,922.81	\$ 484,702.62
Interest Earned	\$ 249.17	\$ 87.94
Transferred from T-Bill	\$ -	\$ -
	<u>\$ 322,090.14</u>	<u>\$ 556,428.23</u>
Less:		
Disbursements	\$ (66,729.48)	\$ (181,441.26)
Bank Charges	\$ (81.04)	\$ (66.86)
Auto Debit Alarm Fee	\$ (59.31)	\$ (56.69)
Double Chq reversal	\$ (54.56)	\$ (0.01)
L of C Payment (Ag Society)	\$ (277.55)	\$ -
Transferred to T-Bill	\$ (110,000.00)	\$ (250,000.00)
G/L Balance July 31/22	<u>\$ 144,888.20</u>	<u>\$ 124,863.41</u>
Bank Reconciliation		
Bank Balance at July 31/22	\$ 169,021.65	\$ 175,726.65
O/S Cheques	\$ (40,235.24)	\$ (147,607.81)
Deposit not posted	\$ -	\$ (4,865.42)
O/S Deposit	\$ 16,101.79	\$ 101,609.99
Bank Balance July 31, 2022	<u>\$ 144,888.20</u>	<u>\$ 124,863.41</u>

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Mayor

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Administrator

VILLAGE OF ROCKYFORD  
MONTHLY CASH STATEMENT  
Month Ending Aug 31/22

	Current Year	Previous Year
Net Balance as at July 31/2022	\$ 144,888.20	\$ 124,863.41
Receipts for Month	\$ 162,362.33	\$ 300,331.01
Interest Earned	\$ 340.78	\$ 121.44
Transferred from T-Bill	\$ -	\$ -
	<u>\$ 307,591.31</u>	<u>\$ 425,315.86</u>
Less:		
Disbursements	\$ (126,721.06)	\$ (71,375.73)
Bank Charges	\$ (171.38)	\$ (92.08)
Auto Debit Alarm Fee	\$ (59.31)	\$ (56.69)
Double Receipt reversal	\$ (699.87)	\$ 49,367.42
L of C Payment (Ag Society)	\$ (162.02)	\$ -
Transferred to T-Bill	\$ (100,000.00)	\$ (200,000.00)
G/L Balance Aug 31/22	<u>\$ 79,777.67</u>	<u>\$ 203,158.78</u>
Bank Reconciliation		
Bank Balance at Aug 31/22	\$ 132,126.15	\$ 382,193.54
Bank error		\$ (115.49)
O/S Cheques	\$ (52,498.48)	\$ (33,991.93)
Deposit not posted	\$ (450.00)	\$ (144,927.34)
O/S Deposit	\$ 600.00	\$ -
Bank Balance August 31, 2022	<u>\$ 79,777.67</u>	<u>\$ 203,158.78</u>

\$ 0.00

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Mayor

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Administrator

## REQUEST FOR DECISION



Subject: Deck Construction Roll #880

Prepared By: Lori Miller

Council Meeting Date: September 14, 2022

Agenda Item: 8A

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**Background:** The property owners are first time homeowners and as such were unaware of the requirement for a development permit and building permit when constructing a new deck on the front of their house. The deck is already mostly finished. Therefore, they are requesting a variance be granted by council to allow them to keep the deck.

Per Bylaw 2014-002 Land Use Bylaw

Part 7 – General Rules

7.2 Special Setback Requirements

7.2.5 a. ii) Unenclosed decks and patios may project a maximum of 2m (6.5ft.) into a front yard.

Part 8 – Land Use Districts

8.5 Residential General District (-G) Land Use Rules

8.5.5.3 Front Yard:

(a) Except as in (b) and (c) below: shall be a minimum of 4.5m (14.7ft.). Exceptions to this requirement may be considered by the Development Authority, who shall have consideration for development or potential development on adjacent sites and for the amenities of the area, if the irregular or unusual shape or size of the lot is such that compliance with the above requirement would make it impossible, impractical or undesirable from an amenity point of view, to place the principal building on the site and still have it comply with the front, side and rear yard setbacks of the Bylaw.

The residents have built a deck which extends 9'3" into the yard which brings it over the property line on the west side by 3" and just inside the property line on the east side by 3".

The front yard of this home is 9' on the west side and 9'6" on the east side from the front of the house.

**Options:** 1. Council may grant the variance to allow the deck to remain as is.

2. Council may grant a variance but require the homeowner to downsize the deck to a maximum of 6.5ft to conform to the Land Use Bylaw for sizing.

3. Council may deny the variance and require the homeowner to remove the deck and replace with one of the same size as was originally in place.

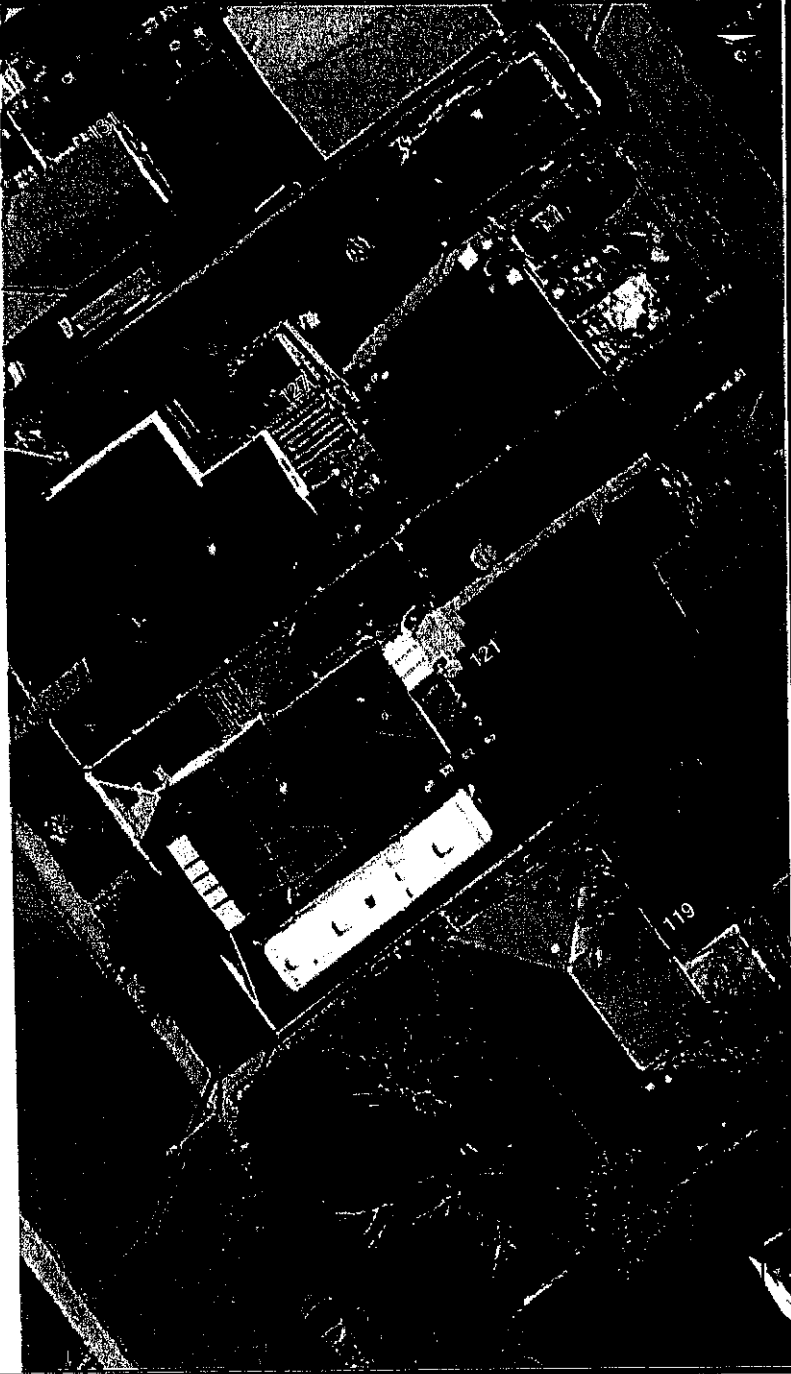
**Financial Implications:** N/A

**Communication:** N/A

**Recommendation:** That Council discuss and advise Administration to contact the homeowner with the decision reached.



121 4 Ave E - Subtitle



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Village of Rockyford

FORM A

APPLICATION FOR A DEVELOPMENT PERMIT

I / We hereby make application for a development permit under the provisions of the Land Use Bylaw in accordance with the plans and supporting information submitted herewith which form part of this application.

APPLICANT INFORMATION:

NAME: Crystal Schnurer PHONE NO: 403-850-3275
ADDRESS: 121-4 Ave E

REGISTERED OWNER OF LAND (if different from applicant):

NAME: Troy + Crystal Schnurer PHONE NO:
ADDRESS: 121-4 Ave E

LOCATION OF PROPOSED DEVELOPMENT:

CIVIC ADDRESS: 121-4 Ave E
LEGAL DESCRIPTION: Lot(s) Block Reg. Plan No.
All / Part of the 1/4 Section Twp. Range West of 4th Meridian.

EXISTING USE OF PROPERTY: LAND USE DISTRICT:

DETAILS OF DEVELOPMENT:

PROPOSED USE: Deck + Covered Roof

PROPERTY LINE SETBACKS: Front: 4.5 F Rear: Side: Side:

HEIGHT: FLOOR AREA: 174 SQ F SITE COVERAGE: 36 %

OFF-STREET PARKING PROVIDED:

ESTIMATED COMMENCEMENT: already started COMPLETION: ?

INTEREST OF APPLICANT IF NOT OWNER OF PROPERTY:

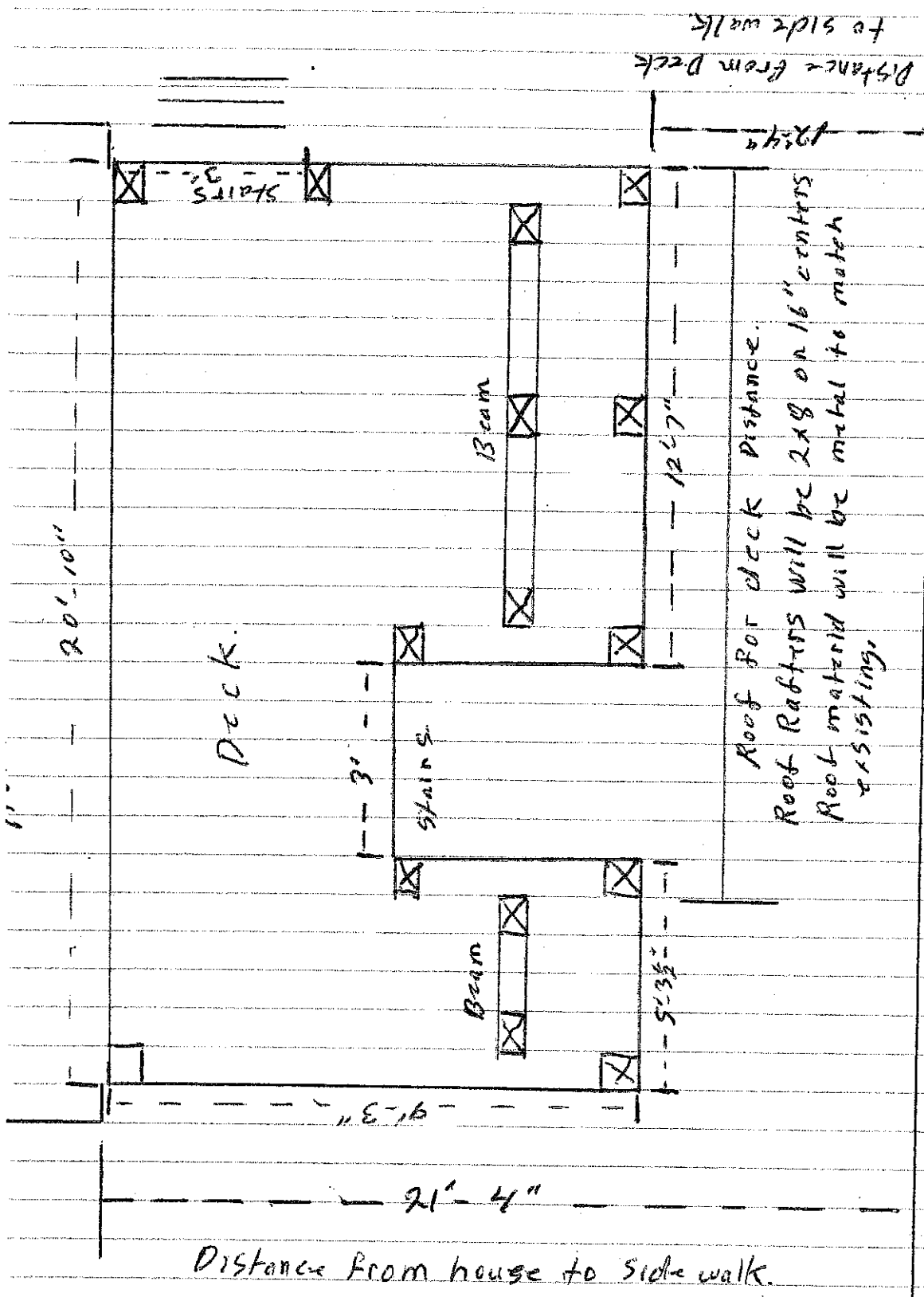
OTHER SUPPORTING MATERIAL ATTACHED:

SIGNATURE OF APPLICANT: Crystal Schnurer DATE: Aug 5/22

SIGNATURE OF REGISTERED OWNER: Crystal Schnurer DATE: Aug 5/22

NOTE: THIS IS NOT A BUILDING PERMIT (such permit must be obtained separately). The applicant is not excused from complying with the requirements of any federal, provincial or other municipal legislation, or the conditions of any easement, covenant, building scheme or agreement affecting the building or land.

IMPORTANT: SEE REVERSE SIDE



Aug 7 12 00 PM

Hello Council,

My name is Crystal Schnurer . I reside at 1214 Ave East , I am applying for a Variance for my new deck.

I was unaware of the land use bylaw concerning this. My old deck was rotten and very unsafe. The new deck is practically finished, except the trim.

We were unaware that replacing existing deck, that we would require a permit. We have made the new deck a little bigger. Which does not fringe on village property.

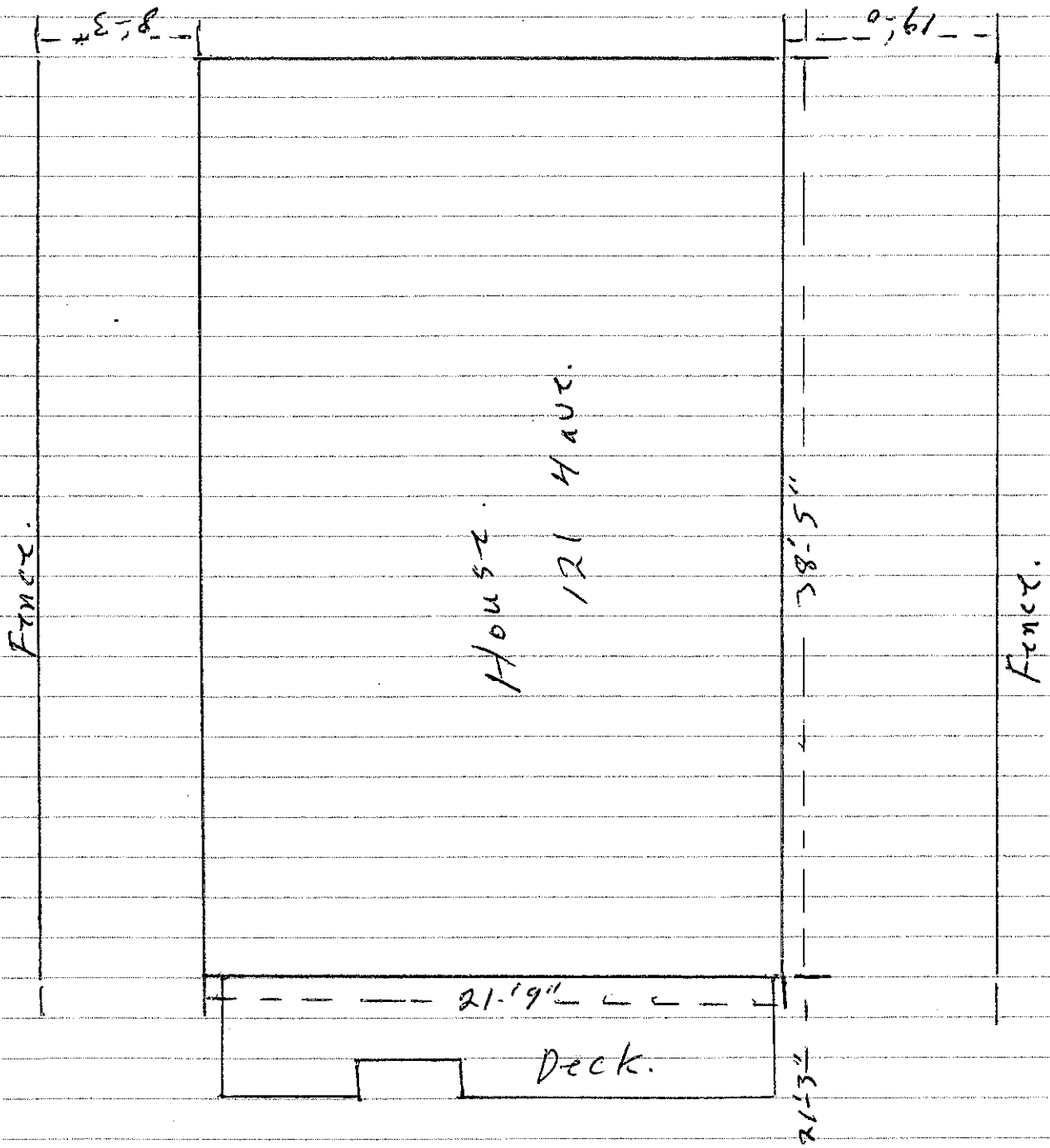
We are asking the council for a Variance for our deck. As the composite decking is not cheap to purchase.

We were only trying to make the property look better.

Thank You for your time,

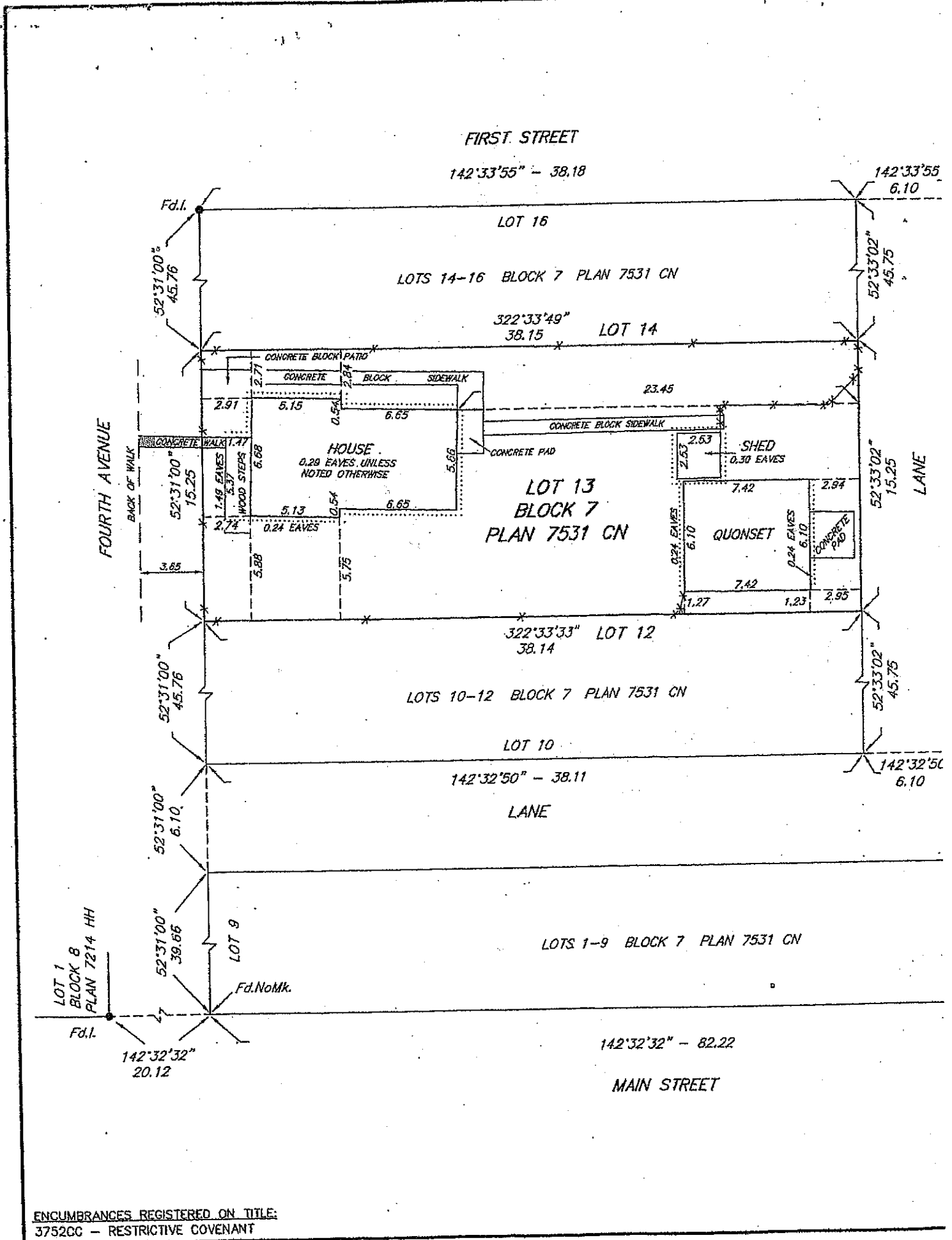
Crystal Schnurer.

403-850-3275



Sidewalk

House



ENCUMBRANCES REGISTERED ON TITLE:  
375200 - RESTRICTIVE COVENANT

## REQUEST FOR DECISION



Subject: Request for Tax Penalty Waiver

Prepared By: Lori Miller

Council Meeting Date: September 14, 2022

Agenda Item: 8B

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**Background:** On August 2, 2022 I ran the interest calculation for unpaid property taxes. When going through the report I noticed that there were four properties included in the report that are on the monthly payment program. Administration missed the step of making these four properties interest exempt in the tax program. As a result of this error I would like to request that Council grants the reversal of these four tax penalties.

As penalties become part of the taxes once applied and pursuant to the MGA R.S.A. 2000 Chapter M-26 Council is the only authority that can waive or cancel taxes.

**Options:** 1. Council can grant the reversal of penalties to ratepayers in the full amount of \$662.82.  
2. Council can deny the request for reversal of penalties.

**Financial Implications:** \$662.82 in penalties would be taken out of the Penalties revenue line if approved.

**Communication:** N/A

**Recommendation:** That Council discuss and advise Administration of action to be taken.

**Village Of Rockvford  
Tax Batch - Detailed**

Date Printed 9/14/2022 3:28 PM Batch # 2022-0066 - Interest Calculation for July  
For the Period Ended 7/31/2022

Roll Number	Entry Description	Tax Amount	Interest Rate Code	Interest Amount
00000400 000	2022 interest at 18.00000%	600.49	Regular	108.09
00000520 000	2022 interest at 18.00000%	1,246.60	Regular	224.39
00000740 000	2022 interest at 18.00000%	1,049.37	Regular	188.89
00001316 000	2022 interest at 18.00000%	785.82	Regular	141.45
				662.82



## REQUEST FOR DECISION



Subject: Bylaw 2013-004 - Survey Requirement

Prepared By: Lori Miller

Council Meeting Date: September 14, 2022

Agenda Item: 8C

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**Background:** Section 4 of the Bylaw 2013-004 has a requirement that surveying must take place prior to excavation of any grave and the cost is to be paid by the purchaser. As the entire cemetery has now been surveyed, I am requesting this portion of the Bylaw 2013-004 be discussed by Council.

**Options:** 1. Council can give discuss and give Administration direction to update this Bylaw to remove the section requiring surveying to take place.  
2. Council can discuss and choose to leave this Bylaw the way it currently reads.

**Financial Implications:** N/A

**Communication:** N/A

**Recommendation:** THAT Council gives Administration direction regarding Bylaw 2013-004 survey requirements.

**VILLAGE OF ROCKYFORD  
BYLAW 2013-004**

**BEING A BYLAW OF THE VILLAGE OF ROCKYFORD IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE CONTROL, AND MANAGEMENT OF THE ROCKYFORD UNION CEMETERY**

**WHEREAS** the Municipal Government Act Chapter M-26 RSA 2000 and amendments thereto and the Cemeteries Act C-3 RSA 2000 and amendments thereto, provide Council with the authority to regulate and manage the Rockyford Union Cemetery.

**AND WHEREAS** it is deemed expedient to pass a bylaw to establish regulations for the maintenance, operation and control of the Rockyford Union Cemetery.

**NOW THEREFORE** the Municipality of the Village of Rockyford, in Council duly assembled, hereby enacts as follows:

**1. NAME OF THE BYLAW**

- a. This bylaw may be cited the Village of Rockyford Union Cemetery Bylaw.

**2. DEFINITIONS**

- a. Act shall mean the cemeteries Act, being Chapter C-3, RSA 2000 as amended from time to time and regulations made pursuant to Section 65 of the Act.
- b. CAO shall mean the Chief Administrative Officer of the Village of Rockyford.
- c. Caretaker means the body or organization placed in charge of the cemetery.
- d. Cemetery shall mean the following lands hereby declared to be Village of Rockyford cemetery and shall hereafter be know as:
- I. Rockyford Union Cemetery  
Part of Sw 1/4 Section 28, Township 26 Range 23, W4M
- e. Columbarium shall mean an above ground structure containing compartments called a niche for interring cremated remains.
- f. Concrete Runner shall mean the concrete structure placed at the head or foot of the plot or lot used for the placement of monuments and foundations.
- g. Contractor means an individual or company hired by the caretaker or Owner to carry out work within a cemetery.
- h. Council shall mean the council of the Village of Rockyford.
- i. Village shall mean the municipality of the Village of Rockyford
- j. Flowering Ornamental shall mean any perennial, annual and biannual flowering plant.
- k. Grave shall mean a plot used as a place of burial.
- l. Indigent Person shall mean a needy or poor person.
- m. Licensee means a person, firm or corporation that acquires burial privileges for one or more lots with fee simple to the property remaining in the Village.
- n. Lot shall mean a single grave or a niche in a columbarium for the purpose of internment in the cemetery.
- o. Memorial Tablet means a lot or plot marker, made of granite or bronze, with a flat and level surface placed on any lot or plot, level with the surrounding ground.
- p. Monument means a memorial permanently constructed to extend above the surface of the concrete runner, surface of the ground, or is level with the ground.
- q. Niche means the single compartment within a columbarium designed for storing the ashes of human remains that have been cremated.
- r. Niche Cover means a door or plate that is used to open/close a Niche.
- s. Owner means the person to which the cemetery deed was issued.
- t. Plot means three or more lots as shown on a plan on record within the Rockyford Union Cemetery.
- u. Permit shall mean a prescribed form by the Village of Rockyford for application to carry out any work in the Cemetery.
- v. Perpetual Care for the purposes of this Bylaw shall mean basic maintenance of all lots, plots and niches and shall include leveling of the ground, seeding and cutting of grass, controlling weeds and unwanted vegetation, care of shrubs, trees,

walkways, structures, fencing or gates installed by Village of Rockyford. Village of Rockyford shall not provide perpetual care for lot site installations including monuments, memorial tables, niches, borders, or ground covers.

- w. Rubbish means boxes, paper, weeds, decaying flowers or plants, faced wreathes, broken receptacles and any other material the presence of which results in an untidy appearance to any part of the grounds of the Cemetery.

### 3. GENERAL

The CAO and/or designate shall have the sole control of all matters with the Cemetery and to that end is hereby authorized to regulate and control the cemetery grounds in accordance with Schedule "A" and Schedule "B" to this Bylaw containing such regulations

Village of Rockyford, or its assigned part, is the sole provider of general care services of the Cemetery. The licensee of the Lot shall observe all rules and regulations passed time to time by the Village of Rockyford for keeping lots in order.

Village of Rockyford Union Cemetery shall be open to vehicle and foot traffic from 7:00 a.m. to 11:00 p.m. No person or vehicle is permitted to be in the cemetery outside of these hours.

The Village and/or caretaker shall have authority to control rodents, remove any weeds or grass, funeral designs or floral pieces which may become unsightly, dangerous, detrimental, wilted, or any other rubbish, which is in its opinion, unsightly.

No person, while in the cemetery shall:

- a. Throw rubbish upon the roads, walks or anywhere within the cemetery grounds.
- b. Place or erect upon a lot or a plot any plant, fence, border railing, wall, stone, hedge or other enclosure.
- c. Allow any cattle, swine, horses, dogs, pets, or any other animal to run at large in the Cemetery. Signs will be placed at the entrance of the cemetery accordingly.
- d. Destroy, damage, deface or write upon or remove any monument, table or other structure or object in the cemetery, or any fence, railing or wood installed for protection or ornamentation.
- e. Make any walk; cut any sod, or move corner posts or grave markers in any cemetery.
- f. Willfully destroy, cut, break, pick or injure any tree, shrub or plant.
- g. Play at any game or sport or discharge any firearm except at a military funeral.
- h. Drive a vehicle at a speed in excess of (15) km per hour. Signs placed at the entrance accordingly.
- i. Place on any lot or plot a chair, a wooden or wired trellis, a wooden or wired cross or articles or cellophane within the grounds of the Cemetery. The Village and/or Caretaker will remove such articles and dispose of them as necessary to maintain the integrity of the cemetery.
- j. Use soil sterilants or products that control all vegetation leaving soil unprotected and exposed to wind or water erosion.
- k. Disturb the quiet or good order of the Cemetery by improper noise, improper conduct or otherwise. An eviction may be made using such force as is reasonable necessary, or deny entrance to any person who contravenes this bylaw.

If, in the opinion of the Village and/or caretaker any woody ornamental situated on or about the cemetery shall become, by means of their roots or branches, prejudicial to the general appearance to the grounds or dangerous to inconvenient to the public, the Village or caretaker shall have the right to remove such woody ornamentals, or any parts thereof.

The Village and/or Caretaker shall have the right to remove fences, borders, railing, walls, hedges and other enclosures now in existence as it may deem advisable after thirty (30) days notice of the intention to do so has been given to the owner of the lot or plot, or to his relatives if the owner is deceased. If relatives of the deceased are unknown or are non responsive to the notice a public notice shall be placed in the Village of Rockyford newspaper of record.

Persons shall show due respect at all times when on cemetery property. The Village of Rockyford expressly disclaims liability for any injuries sustained by anyone violating this provision.

The Village of Rockyford and/or caretaker may construct, erect, place or cause to be construed erected or placed, or allow to be constructed, erect or placed in the Rockyford Union cemetery:

- a. A Columbarium for the placement of cremated remains;
- b. Benches, seating, walkways and lane ways; and
- c. Such other structure, developments and improvements deemed necessary for the proper operation of the Cemetery.

No licensee shall change the grade of any lot, the Village and/or Caretaker is authorized to restore to its original grade the expense of the owner, any lot that is altered in grade contrary to the provisions of this bylaw.

While the Village and/or Caretaker will take all reasonable precautions to protect the property of licensees, the Village and/or Caretaker assumes no liability nor responsibility for any loss of or damage to any monument, memorial tablet, niche cover, or part thereof, or any article of any type that may be placed on the lot, plot or niche.

The Village reserves the right to alter its general regulations from time to time. A Licensee, who deems that he is adversely affected there, shall have a right of appeal to Village of Rockyford Council.

All grading, landscaping, seeding of grass, and controlling rodents, weeds or vegetation for purposes of cemetery maintenance shall be the responsibility of the Village and/or Caretaker as prescribed by the Agreement for Perpetual Care of the Cemetery in Clause 7.

4. **SALE AND TRANSFER OF LOTS, PLOTS, AND NICHES**

Burial lots, plots and columbarium niches are available for purchase from the Village of Rockyford in the said Rockyford Union Cemetery upon payment of the property charge thereof. Fees and charges shall be those appearing as Schedule "A" to this Bylaw, as amended from time to time.

Deeded lots will be conveyed by the Village to the licensee on the form adopted by it, and such cemetery deed will be subject to the Bylaws of the Village and the Rules and Regulations appearing in this Bylaw. The person acquiring lots, plots or niches under the provisions of this Bylaw shall only acquire the right and privilege of burial of the deceased therein subject to the provisions of this Bylaw and shall not be deemed to acquire any title to the land which shall remain vested in Village of Rockyford.

If for any reason, the Village of Rockyford deems a previously purchased lot, plot or niche unusable, the Village of Rockyford will supply a similar lot, plot or niche at no cost to the original purchaser or heirs and the original lot, plot or niche shall revert to Village of Rockyford.

No person shall make a reservation for one or more lots, plots and/or niches without making payment in full at the time of the reservation.

The cemetery deed that recognizes the purchase of a lot and/or niche cannot be resold except to the Village of Rockyford, in which case the offer must be in writing. The Village of Rockyford shall refund an amount representing at least 40% of the market value of the lot or plot/niche at the date of the buy back. Notwithstanding the provisions of this section, members of the same family may transfer their deed for a lot or plot to each other provided that the request is made in writing to the Village of Rockyford.

The cemetery survey, plans and interment records of each lot, plot and niche are housed and maintained in the Village of Rockyford Administration Office. Records and plans of each lot, plot and niche in the cemeteries shall be shown numbered on such plans. Records shall show the owner of each lot, plot and niche together with all other information required pursuant to the Cemeteries Act (Alberta) and regulation passed thereunder. Such records shall be available for inspection by:

- a. A Police Officer carrying out law enforcement duties; or
- b. A relative of a deceased person whose Internment is listed in the records.

The Village of Rockyford may divide the Cemeteries into areas and may reserve any such areas in the Cemeteries:

- a. The interment of the remains of persons belonging to a specified religious denomination;
- b. The interment of the remains of persons who at any time were with or were attached to, the Naval, Army or Air Forces of Her Majesty or a power allied or associated with Her Majesty;
- c. The interment of the remains of homeless, unidentified persons, indigent persons or unclaimed bodies;

A surveyor, approved by the Village of Rockyford, shall determine the location of all lots, plots and niches that are to be sold. Surveying to take place prior to excavation of said Grave. Cost of the survey is to be paid for by the purchaser:

No lots shall be further subdivided or alter in any manner at variance with the cemetery plans, unless authorized by Village of Rockyford.

Village of Rockyford or any of its employees shall not be responsible for any mistake resulting from lack of precise or proper instructions regarding the Grave space in a lot or plot where an interment is to be or has been made for any damage resulting to any person thereby.

Village of Rockyford will accept no responsibility for any unauthorized excavation upon any lot unless it is undertaken following prior consultation with the Village of Rockyford.

#### 5. **INTERMENTS AND DISINTERMENTS**

No person shall personally or by agent undertake an interment in any burial lot or niche unless and until they have produced to the Village of Rockyford for the Rockyford Union Cemetery, the following:

- a. Burial permit issued by the proper officer of the Government of the Province of Alberta.
- b. Application for permission to inter a body. The application form to be completed and signed (Schedule "B")
- c. The full permit fee for the lot, plot or niche must be received by the Village of Rockyford.

All applications for burials should be made at least two business day (48 hours) before the time for interment.

Village of Rockyford assumes no liability or responsibility for any interments.

Lots and Niches shall be opened and closed only by the persons in charge of the interment. Plots and/or lots must be closed within 24 hours.

Remains shall not be disinterred or removed from the cemeteries for any purpose unless a Licensed Funeral Director is in charge, the Medical Examiner has been notified, and a disinterment permit has been issued by the Director of Vital Statistics. Disinterment fees are set out in Schedule "A". Nothing in this Section or Bylaw restricts cremated remains being disinterred from the columbarium or cremation lot, by application to Village of Rockyford on the approved form.

The depth of burial from the surface surrounding ground shall be 1.83m (six feet) for an adult and 1.21m (four feet) for an infant with the exception of cremated remains.

A grave lot shall be not less than 1.2 meters in width and 2.8 meters in length, except in those sections intended exclusively for the burial of bodies of children and of urns containing cremated remains.

Village of Rockyford will allow up to four (4) cremation Interments in a preoccupied casket lot. Cremation lots must be a minimum depth of 610 mm (24 inches).

Village of Rockyford will allow up to 16 (sixteen) cremation Interments in a single plot that contains 4 casket lots. If one of the casket plots within a plot is purchased for cremation Interments, after one completed Interment the casket lot shall remain as a cremation lot only.

Whenever a lot, plot or niche is held jointly by two or more parties, authority for interment in such lot, plot or niche or any part thereof will be accepted by Village of Rockyford from anyone of the said parties or their executors or agents with all parties in agreement.

Every licensee obtaining a lot or plots in the cemetery shall be responsible for the cost thereof and for all charges including surveying of the grave site before excavation and in connection therewith, including disinterment or removal of a body when applicable. Any person signing an order for interment will be responsible for all charges in connection with such interment. Such person shall, in addition, be responsible for all charges in connection with such interment. Such person shall, in addition, be responsible for compliance with the government regulations of monuments applicable to that part of the Cemetery in which the interment is made.

No columbarium niche shall contain more than two (2) cremated remains.

6. **MONUMENTS, MEMORIAL TABLES, NICHEs, PLOT AND LOT CARE AND SITE INSTALLATION**

All work carried out at Village of Rockyford Union Cemetery requires authorization from the Village of Rockyford.

No person shall install, erect or place within the cemeteries, any monument, marker or structure without first obtaining written approval from the Village of Rockyford.

No person shall erect upon a lot or plot any grave cover of any material on lots or plots previously sold after the final passing of this bylaw.

Any construction or planting at the cemetery in existence before the passing of this Bylaw, may at the discretion of Village of Rockyford, be removed free of charge by Village of Rockyford upon request of the licensee or may be removed by Village of Rockyford from time-to-time, if by reason of neglect or age, they become in a state of disrepair. No monuments will be permitted that are manufactured of cement artificial stone, wood, metal, plastics, glass, tin, iron or combination thereof without expressed written consent from the CAO.

No person shall place or deposit any glass-encased wreath, stand, holder, vase, or other receptacle for flowers or plants, or any flower pots, jars, bottles, iron or wire work or any ornaments or construction of any kind which is not approved by Village of Rockyford and/or Caretaker.

All monuments are to be placed at the head or foot of the lot or plot and shall be installed by the Monument company hired by the purchaser, with a base or pilings, in accordance with the dimension outlined in Schedule "A".

All graves must be marked with a permanent marker

- a. In regard to any Monument, Foundation, or Memorial Tablet installation, arrangements must be made with CAO or Designate, three (3) business days in advance.

Memorial Tablets for multiple burials of 4 (four) cremated remains in a pre-occupied plot (casket) with an existing Monument/Memorial Table, the Memorial Tables shall be placed above each cremated remain interment. The size of individual Memorial Table for this application shall be as set for in Schedule "A".

Only flat Monument Tables may be place in respect in interred cremated remains on existing grave sites that must remain equal with the surface of the ground and be consistent with Schedule "A".

The purchase of a niche includes the supply of granite niche cover. At the expense of the Owner, the niche cover can be etched with lettering and pictures.

No lot or plot shall be covered by any slab of concrete, stone or other similar material. The lot or plot will be sown to grass by Village of Rockyford and kept level with the surroundings.

Every monument shall be erected according to the provisions of the bylaw and under the direction of the CAO or designate.

All persons employed in the construction and erection of monuments or doing other works in the cemeteries, whether employed by Village of Rockyford or not, shall be subject to the direction and control of the Village of Rockyford CAO or designate.

Where the owner of a monument neglects to make the required repairs or alterations to a monument within thirty (30) days after receiving notice from the Village to do so, the Village upon consultation with the Caretaker, shall have the power to repair such monument and charge the cost thereof to the owner which may be recovered as a debt from the owner to the Village.

Monuments are placed in the Cemetery at the Owner's risk. Village of Rockyford shall not be held responsible for any damage, destruction or defacement to any Monument, Memorial Tablet, and Niche Cover, grave or other structure or object in the Cemetery except for damages resulting during the performance of its normal duties.

**7. PERPETUAL CARE**

Perpetual care, for the purposes of this Bylaw, is defined in Section 2.

Village of Rockyford shall not provide perpetual care for lot site installations including monuments, memorial tables, niches, borders, or ground covers.

Funds received from the sale of lots, plots and niches shall be placed into separate Perpetual Care Funds for the Village of Rockyford Union Cemetery to be used by Village of Rockyford for the basic maintenance of all lots, plots and niche, in accordance with this Bylaw.

**8. ENFORCEMENT**

Village of Rockyford may remove all installations at the cemetery made without appropriate authorization.

All installations in the cemetery not conforming to the provisions of this bylaw the time of passing this bylaw, may be made to conform by Village of Rockyford, except where such conformity is not reasonably possible due to adjacent monuments and installations.

**9. SUMMARY CONVICTIONS**

Any person who violates any of the provisions of this Bylaw shall be liable of summary conviction before a Justice of the Peace having jurisdiction therein, to a penalty not exceeding \$10,000 (Ten Thousand Dollars) exclusive of costs, for breach thereof, or in case of non-payment of the fine and costs, imprisonment in the nearest common jail for any period not exceeding sixty (60) days.

Any matters not dealt with in this Bylaw nor in the Schedule "A" or Schedule "B" that are hereby made a part of this Bylaw, shall be dealt with by the Chief Administrative Officer or his designate in the manner that he deems most appropriate, having consideration for the appearance of the cemetery and the scope and intent of this Bylaw.

The Council is hereby authorized to amend Schedule "A" and Schedule "B" hereto as may be required from time to time by resolution.

11. **EFFECTIVE DATE**

This Bylaw 2013-004 comes into full force and effect upon it receiving final reading.

Read a first time this 16<sup>th</sup> day of October, 2013,

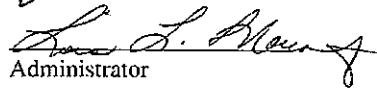
Read a second time this 16<sup>th</sup> day of October, 2013

Presented for approval for a third reading this 16<sup>th</sup> day of October, 2013

Read a third time this 16<sup>th</sup> day of October, 2013



Mayor



Administrator



**SCHEDULE "A" TO BYLAW 2013-04**  
**REGULATIONS RESPECTING CARE AND CONTROL OF VILLAGE OF**  
**ROCKYFORD UNION CEMETERY**

**Removal of Memorial Wreaths**

In order to preserve the proper appearance of the grounds, memorial wreaths must be removed when they become unsightly. Cemetery authorities are herein authorized to remove unsightly memorial wreaths as required.

**Supervision of Wreaths, Flowers and Mementoes**

To ensure neatness and to preserve the beauty of the cemetery, the Caretaker shall have supervision of wreaths, flowers and other removable mementoes and objects placed upon graves and plots and when, in his opinion, it is necessary or desirable to remove the same, he shall do so. If the Caretaker considers the article to have any value, he shall notify the lot owner, where possible, of the fact, giving such lot owner the right within 28 days to call for and take the same away; and after the lapse of 30 days from mailing such notice, or after 30 days where no notice can be given, the same may be destroyed. Wreaths, etc. must conform to the good general appearance of the cemetery.

**Monuments**

Memorial Tables for interred cremated remains within grave sites that have been used for an interred casket must be placed so that the surface of the Memorial Tablet is even with the surrounding soil in order to facilitate mowing.

**Dimensions & Designations Regarding Monuments, Markers and Niches**

All monuments must be of granite, marble, field stone or bronze.

All memorial tablets must be of granite or bronze.

All other monument or memorial tablet materials proposed to be used must be approved by the Chief Administrative Officer, or designate.

Fixtures made of glass or any other breakable materials are not allowed to be attached or affixed in any manner whatsoever, to any part of a memorial whether the memorials upright or flat. Any material that is broken and detracts from the appearance of the monument or cemetery or that poses any danger will be removed by the Caretaker. Village of Rockyford will not be responsible for any damage done to any breakable attachments.

**Dimensions of Monuments and Markers:**

Maximum of 1200 mm or 48 inches at width at the widest part of all blocks.  
Maximum of 1200 mm or 48 inches of height.

The base of all monuments and/or foundations shall be 50 mm (two inches) larger than the monument.

Only flat Memorial Tablets may be placed in respect of interred cremated remains on existing grave sites that must remain consistent with the surface of the ground and are no more than:

Maximum of 600 mm or 24 inches at width  
Maximum of 600 mm or 24 inches at the horizontal height

**Rules for Monument Dealers, Contractors and Workmen:**

The demeanor and behavior of all workmen employed by others upon cemetery property shall be subject to the control of the caretaker and Village of Rockyford.

Contractors, masons and stone-cutters shall be responsible for all damages that occur as a result of their respective services while on cemetery properties.

Workmen shall cease work and leave the cemetery prior to a funeral and not return until the conclusion of the service.

No monument work, including memorial tablets, shall be delivered to a cemetery until the location for placement of the monument or memorial tablet has been identified, the concrete runner or grave site prepared, and the contractor is ready to proceed with erection and/or placement.

**Maintenance**

Village of Rockyford, as owner of the cemetery, is responsible to keep the cemetery in the manner required by the Cemetery Regulations in good order and repair.

Village of Rockyford may enter into agreement with organizations, whether private or community run for the purposes of caring for and maintaining the grounds of the cemetery, including all interment space, structures and markers, fences, walks and entrances so as to ensure the safety of the public and preserve the dignity of the cemetery.

**Fees - Plots, Lots and Niches**

<u>Price per Lot/Niche</u>	<u>Fees</u>
- Lot/Niche *****	\$500.00
- Lots for the homeless, indigent, unidentified or unclaimed *****	50% of respective fee
- Veteran's Lot *****	No Charge
Disinterment *****	\$300.00 plus Costs

**SCHEDULE "B" TO BYLAW 2013-004  
REGULATIONS RESPECTING CARE AND CONTROL OF ROCKYFORD UNION  
CEMETERY**

**Deceased Information**

Name Mr. Mrs. Ms.	Family Name:	Given Name(s):
Date Of Birth (yyyy/mm/dd)		Date Of Death (yyyy/mm/dd)

**Identification of Deceased Veteran**

VAC File No.	Service No.
Place of Death	Veterans Province of Residence

**Next of Kin Information**

Name & Relationship Mr. Mrs. Ms.	Relationship
Street Address	
City, Province, Postal Code	
Phone Number	

**Interment Information**

Date and Interment Time	Interment Time		
Grave Location	Section	Block	Plot
Type of Interment	Cremated Remains	Single Depth	Double Depth
Outer Receptacle	None	Plywood Box	Vault
Name of Funeral Home			
Additional Notes:			

Note: All funerals for Veterans are processed through the LAST POST FUND who administers the Veterans Affairs Canada Funeral and Burial Program.  
Contact Information: Phone: 1 800 465-7113; Web site: [www.lastpostfund.ca](http://www.lastpostfund.ca)

**Legal Survey, prior to interment/excavation of Grave, is at the expense of the purchaser or parties bearing the cost of burial. This Survey must be performed by the Village of Rockyford Surveyor.**

## REQUEST FOR DECISION



Subject: Sanding Unit use by Villages of Standard and Hussar

Prepared By: Lori Miller

Council Meeting Date: September 14, 2022

Agenda Item: 8D

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**Background:** At the Wheatland Regional Partnership meeting held on July 5, 2022, Mayor Burke offered the use of the sanding unit to the Villages of Standard and Hussar. The Villages of Standard and Hussar have requested more information on the use of the sanding unit. Would the Village of Rockyford supply our public works staff to do the sanding in the other villages and invoice them for truck and operator or would they send someone to Rockyford to pick up the sander and pay an hourly rate for use?

**Options:** 1. Council can give discuss and give Administration direction on the costs associated with the use of the sanding unit.

**Financial Implications:** N/A

**Communication:** N/A

**Recommendation:** THAT Council gives Administration direction regarding billing the Villages of Standard and Hussar for the use of the sanding unit.

## Lori Miller

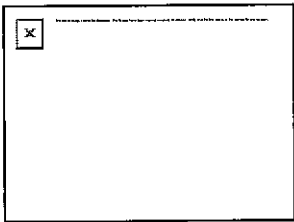
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**From:** Village Office <office@villageofhussar.ca>  
**Sent:** Wednesday, July 20, 2022 3:25 PM  
**To:** Lori Miller  
**Cc:** Yvette Village of Standard  
**Subject:** Sanding Unit

Good afternoon Lori,

As Mayor Burke mentioned at the WRP meeting you have recently purchased a sanding unit. Do you have a fee that you would charge for us each time you would come and drop sand in the Village?

Thank you,



**Kate Brandt**  
Chief Administrative Officer

109 – 1<sup>st</sup> Avenue East  
PO Box 100  
Hussar AB T0J 1S0  
403-787-3766  
Monday - Thursday 8:30 -  
4:30

**VILLAGE OF  
HUSSAR**

Villages come get sander & use?  
Or BF PW takes sander to other Villages &  
we invoice for truck & operator?

## REQUEST FOR DECISION



Subject: Bylaw 2022-006 Fees and Charges Bylaw

Prepared By: Lori Miller

Council Meeting Date: September 14, 2022

Agenda Item: 8E

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**Background:** Due to the increase in costs at the campground the monthly fees for campsites need to be increased to make it a feasible operation. The proposed increase is listed in Schedule "A" of the Fees and Charges Bylaw. A new daily rate for 50 amp service has also been added to the Schedule "A". For the new rates to come into effect, the Bylaw must reflect the changes.

**Options:**

1. Council can give the readings to Bylaw 2022-006 as presented.
2. Council can request changes be made and have it come back to the October meeting.
3. Council can make changes that will be included in the current reading.

**Financial Implications:** N/A

**Communication:** N/A

**Recommendation:** THAT Council gives first reading to Bylaw 2022-006 Fees and Charges Bylaw.  
THAT Council gives second reading to Bylaw 2022-006 Fees and Charges Bylaw.  
THAT Council gives permission to proceed to third and final reading to Bylaw 2022-006 Fees and Charges Bylaw.  
THAT Council gives third and final reading to Bylaw 2022-006 Fees and Charges Bylaw.

**BYLAW 2022-006 FEES AND CHARGES BYLAW - SCHEDULE "A"**

2022 FEES			
Tax Penalty (Aug. 1)	18%		18%
Tax Penalty (2nd Penalty - Jan. 1)	18%		18%
Tax Recovery Costs	Costs Incurred		Costs Incurred
Tax Search	\$	10.00	\$ 10.00
Tax Certificate	\$	75.00	\$ 75.00
Tax Assessment Appeals	\$	60.00	\$ 60.00
FOIP Request	\$	25.00	\$ 25.00
Photocopies	.25/sheet .50/double sided		.25/sheet .50 double-sided
Photocopies (Local Clubs/Groups)	.15/sheet .25/double sided		.15/sheet .25 double-sided
Faxes (Local)	\$	-	\$ 2.00
Faxes (Long Distance)			\$ 3.00
If a local club or group supplies paper	.05/sheet .10/double sided		.05/sheet .10/double-sided
NSF Fees	\$	60.00	\$ 60.00
Dog Licenses (Unaltered)	\$	50.00	\$ 50.00
Dog Licenses (Altered)	\$	25.00	\$ 25.00
Water Levy-Operation (W1)	\$	39.94	\$ 39.15
Per Cubic Meter (W1)	\$	1.95	\$ 1.91
Water Flat Rate - Vacant Property	\$	56.31	\$ 55.20
Water Levy - Debenture (L5)	\$	-	\$ 5.00
Arena/School/Hall (min.)	\$	71.78	\$ 70.37
5-Plex	\$	159.00	\$ 155.88
Disconnect/Reconnect	\$	55.00	\$ 55.00
Bulk Water - Commercial	\$	0.0510	.05/US Gallon
Bulk Water - Farmer	\$	0.0306	.03/US gallon
Water Meter(new installation)	\$	475.00	\$ 475.00

2022 FEES			
Residential (\$101)	\$	21.98	\$ 21.55
5 Plex/Senior's Manor	\$	109.55	\$ 107.39
Hall/School/Arena	\$	35.56	\$ 34.86
Lagoon Levy (L2013)	\$	11.65	\$ 11.65
Sewer Business	\$	37.83	\$ 37.09
Deposit on Sewer Snake		\$50.00 (refundable)	\$50.00 (refundable)
Sewer Camera		\$175.00/property - operated by Public Works (non-refundable)	\$175.00/property - operated by Public Works (non refundable)
Residential	\$	18.01	\$ 17.66
Commercial	\$	18.01	\$ 17.66
Senior's Manor/5-Plex/School	\$	90.07	\$ 88.34
Hall	\$	26.50	\$ 25.98
Power/Water/Sewer		\$30.00/night	\$30.00/night
Power/Water		\$25.00/night	\$25.00/night
Dry Camping		\$15.00/night	\$15.00/night
Power/Water/Sewer 50 amp service		\$45.00/night	
Monthly Rate ( year round effective Oct 1/22)	\$	650.00	\$ 450.00
Monthly Rate (November - April)			\$ 550.00
Sani-Dump with camping		Free	Free
Sani-Dump with NO camping	\$	5.00	\$ 5.00
RV Storage Lot		\$20/month - minimum 6 months payment at a time	\$20/month - minimum 6 month payment at a time

Gravel/Asphalt (if available)	\$15.00/tractor bucket (not levelled)	\$15.00/tractor bucket (not levelled)
Dirt (if available)	\$7.50/tractor bucket (not levelled)	\$7.50/tractor bucket (not levelled)
Unsanitary Premises Clean-Up (weeds/snow)	\$100.00/hour	\$100.00/hour
<b>SERVICE FEE</b>		
<b>Development Fees</b>		
Business License Fees	\$50.00/year	\$50.00/year
Home Based Business	\$100.00/year	\$100.00/year
Daily Business License	\$ 25.00	\$ 25.00
Business License Cannabis Retail or Café	\$250.00/year	\$250.00/year
Compliance Letter	\$ 120.00	\$ 120.00
Development Permit - Single Dwelling (permitted use)	\$ 200.00	\$ 270.00
Development Permit - Single Dwelling (discretionary use)	\$325 plus advertising & notification	\$325 plus advertising & notification'
Development Permit - Accessory Bldg. (Shed)	\$ 30.00	\$ 30.00
Development Permit - Accessory Bldg. (Garage)	\$ 75.00	\$ 75.00
Development Permit - Minor Renovations	\$ 75.00	\$ 75.00
Development Permit - Major Renovation	\$ 150.00	\$ 150.00
Development Permit - Deck/Fence	\$ 25.00	\$ 25.00
Commercial Development (permitted use)	\$ 200.00	\$ 200.00
Commercial Development (discretionary use)	\$300 plus advertising and notification costs	\$300 plus advertising and notification costs
Commercial Development Cannabis Retail or Cannabis Café	\$750 plus advertising and notification costs	\$750 plus advertising and notification costs
Home Based Business Development Permit	50	\$ 50.00

<b>SERVICE FEE</b>		
<b>Development Fees Cont'd</b>		
Wireless Communication Facilities (Cell Tower)	\$ 1,000.00	\$ 1,000.00
Change of Permitted Use to another Permitted Use in same Land Use District	\$200.00 (non-refundable)	\$200.00 (non-refundable)
Change of Owner - no change of use	\$ 100.00	\$ 100.00
Demolition Permit	\$ 270.00	\$ 270.00
Change of Permitted Use to Discretionary Use	\$450.00 plus advertising and notification	\$450.00 plus advertising and notification
Land Use Bylaw Amendment	\$1,000.00 plus any professional fees at cost (non-refundable)	\$1,000.00 plus any professional fees at cost (non-refundable)
Subdivision or Boundary Redesignation	\$1000.00 plus professional fees invoiced at cost (non-refundable)	\$1,000.00 plus professional fees invoiced at cost (non-refundable)
Subdivision/Development Appeal	\$300.00/appeal	\$300.00/appeal
<b>Development Fees Cont'd</b>		
Garage Addition	\$ 1,000.00	\$ 1,000.00
Residential Unit	\$ 5,000.00	\$ 5,000.00
Commercial/Industrial	\$ 10,000.00	\$ 10,000.00
Demolition	\$ 5,000.00	\$ 5,000.00

\*Development that commences prior to the issuance of a permit will result in double the applicable fees



**VILLAGE OF ROCKYFORD  
BYLAW NO. 2022-006  
FEES AND CHARGES BYLAW**

A Bylaw of the Village of Rockyford in the Province of Alberta, to establish Fees and Charges for the provision of services.

**WHEREAS**, pursuant to the *Municipal Government Act*, R.S.A. 2000 Chapter M-26; , a Council may pass bylaws for municipal purposes respecting the following:

7(f) services provided by or on behalf of the municipality.

**AND WHEREAS**, pursuant to the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, a Council may pass bylaws for municipal purposes respecting the following matters:

8(c) (i) establishing fees for licenses, permits and approvals, including fees for licenses, permits and approvals that may be in the nature of a reasonable tax for the activity authorized or for the purpose of raising revenue.

**NOW, THEREFORE**, the Council of the Village of Rockyford, in the Province of Alberta, hereby enacts as follows:

**TITLE**

1. This Bylaw shall be cited as the "Fees and Charges Bylaw"
2. Schedule "A" of this Bylaw establishes the Fees and Charges for the services provided by the municipality and the costs of licenses, permits and approvals.

**REPEAL**

This Bylaw repeals Bylaw 2022-003 and any amendments.

This bylaw shall take effect as and from the third and final reading.

Read a first time this 14<sup>th</sup> day of September, 2022

Read a second time this 14<sup>th</sup> day of September, 2022

Received permission to proceed to third and final reading this 14<sup>th</sup> day of September, 2022

Read a third and final time this 14<sup>th</sup> day of September, 2022

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Administrator

ACCT #	DESCRIPTION	NOTES	2022		2022		2022		2022	
			BUDGET	Actuals as at Mar 31	Actuals as at Jun 30	Actuals as at Sep 30	Actuals as at Dec 31			
2-11-00-104	Council CPP		\$ (600.00)	\$ 86.99	\$ 226.41					
2-11-00-151	Council Meeting Fees		\$ (17,000.00)	\$ (3,769.82)	\$ (8,718.34)					
2-11-00-200	Cards/Gifts		\$ (500.00)	\$ (571.37)	\$ (571.37)					
2-11-00-211	Mileage & Subsistence		\$ (2,000.00)	\$ (1,099.93)	\$ (3,167.70)					
2-11-00-510	Council Lunches		\$ (1,500.00)	\$ (33.35)	\$ (758.17)					
	<b>SURPLUS(DEFICIT)</b>		\$ (21,600.00)	\$ (5,387.48)	\$ (12,989.17)	\$ -	\$ -	\$ -	\$ -	
<b>ADMINISTRATION</b>										
1-12-00-410	Sale of Services/Goods		\$ 1,000.00	\$ 580.00	\$ 1,000.00					
1-12-00-590	Admin fee-H.O.Refund/other		\$ 1,100.00	\$ 1,316.05	\$ 2,476.05					
			\$ 2,100.00	\$ 1,896.05	\$ 3,476.05	\$ -	\$ -	\$ -	\$ -	
2-12-00-100	Wages/Benefits/Payroll		\$ (98,000.00)	\$ (23,716.26)	\$ (51,908.88)					
2-12-00-101	- CPP, UIC, etc.		\$ (2,700.00)	\$ 1,228.38	\$ 764.78					
2-12-00-102	- AMERS Benefits	Substantial increase due to family rate	\$ (11,280.36)	\$ (2,767.13)	\$ (5,573.38)					
2-12-00-200	Admin. Contract Services	Includes website costs, OS/Muni train, Elaine contract	\$ (2,900.00)	\$ (1,024.00)	\$ (3,132.00)					
2-12-00-211	Mileage & Subsistence	Includes Training	\$ (3,600.00)	\$ (89.25)	\$ (499.17)					
2-12-00-215	Phone, Fax and Internet		\$ (4,500.00)	\$ (1,095.92)	\$ (1,994.85)					
2-12-00-218	- Postage		\$ (1,100.00)	\$ (92.00)	\$ (469.00)					
2-12-00-220	-Memberships	Ab Muni inc. by \$100 and new membership to AMTPA-\$175	\$ (1,750.00)	\$ (1,578.78)	\$ (1,578.78)					
2-12-00-223	-Land Titles		\$ (30.00)	\$ (1,198.70)	\$ (1,678.70)					
2-12-00-225	-Advertising	includes adv for CAO	\$ (500.00)	\$ (4,113.22)	\$ (4,132.12)					
2-12-00-230	-Auditor		\$ (5,000.00)	\$ -	\$ -					
	- Assessor		\$ (1,000.00)	\$ -	\$ -					
	-Legal/Appraisal		\$ (300.00)	\$ -	\$ -					
	-Alberta 1st Call		\$ (1,750.00)	\$ (1,365.45)	\$ (1,424.30)					
2-12-00-240	-Election		\$ (1,750.00)	\$ (1,365.45)	\$ (1,424.30)					
2-12-00-250	Equipment R&M - Contracts	Munisoft - increased because of new Bank Fee Module	\$ (4,800.00)	\$ (3,691.51)	\$ (3,691.51)					
	-Copier Contract	Toolbox - includes Dec 21 Invoice \$278.49	\$ (1,300.00)	\$ (560.92)	\$ (873.85)					
2-12-00-251	Building R & M	to include tile repair	\$ (5,000.00)	\$ (797.07)	\$ (1,486.17)					
2-12-00-274	-Liability Insurance	Includes: \$803.99 billed to AG Society	\$ (6,300.00)	\$ (15,045.31)	\$ (15,045.31)					
2-12-00-275	-WCB Insurance		\$ (2,800.00)	\$ (792.70)	\$ (1,716.70)					
2-12-00-510	Supplies	Includes iPad and keyboard - 2021	\$ (1,500.00)	\$ -	\$ (869.98)					
2-12-00-540	Utilities -CWNG		\$ (3,200.00)	\$ (525.14)	\$ (1,269.44)					
2-12-00-541	Water/Sewer		\$ (1,350.00)	\$ (243.20)	\$ (614.60)					
2-12-00-542	Carbon Levy	Does not include Dec.	\$ (200.00)	\$ (60.84)	\$ (120.60)					
2-12-00-810	Bank Service Charges	Does not include Dec.	\$ (850.00)	\$ -	\$ (65.00)					
2-12-00-990	Misc. [gifts, etc.]		\$ (178,710.36)	\$ (57,529.02)	\$ (97,575.59)	\$ -	\$ -	\$ -	\$ -	
	<b>SURPLUS(DEFICIT)</b>		\$ (176,610.36)	\$ (55,632.97)	\$ (94,099.54)	\$ -	\$ -	\$ -	\$ -	

ACCT #	DESCRIPTION	NOTES	2022 BUDGET				
	<b>FIRE</b>						
1-23-00-590	RRFA Cost Sharing		\$ 37,938.00				
1-23-00-850	Transfer from Fire Dept.						
1-23-00-990	-From Volunteer F.F.		\$ 37,938.00	\$ -	\$ -	\$ -	\$ -
2-23-00-100	Municipal Contribution		\$ (1,300.00)				
2-23-00-200	Contracted Services		\$ (450.00)				
	Item Responding		\$ (926.00)	\$ (996.02)	\$ (996.02)		
	-Radio Licence		\$ (2,500.00)	\$ (320.00)	\$ (95.03)		
2-23-00-211	Mileage & Subsistence		\$ (5,400.00)	\$ (73.90)	\$ (920.00)		
	- Training		\$ (350.00)	\$ (184.75)	\$ (184.75)		
2-23-00-215	Phone		\$ (200.00)	\$ (69.56)	\$ (69.56)		
2-23-00-218	Freight						
2-23-00-225	Advertising		\$ (15,000.00)	\$ (1,792.52)	\$ (4,536.56)		
2-23-00-250	R&M - Vehicles		\$ (3,200.00)	\$ (2,044.79)	\$ (6,035.73)		
2-23-00-251	R & M Building		\$ (18,000.00)	\$ (9,389.93)	\$ (15,748.93)		
2-23-00-274	Insurance		\$ (12,000.00)	\$ (3,760.00)	\$ (3,760.00)		
2-23-00-510	F.F. Equipment:	Bunker gear removed - RRFA small capital will pay for this	\$ (4,500.00)	\$ (650.06)	\$ (2,326.05)		
2-23-00-520	Vehicle Supplies		\$ (1,500.00)	\$ (144.47)	\$ (197.69)		
2-23-00-521	General Supplies	includes \$1048 for new printer - 2021	\$ (8,100.00)	\$ (2,087.35)	\$ (4,565.58)		
2-23-00-540	Utilities -CWNG		\$ (850.00)	\$ (426.94)	\$ (770.80)		
2-23-00-542	Carbon Levy		\$ (1,100.00)	\$ (180.02)	\$ (454.76)		
2-23-00-541	Water/Sewer		\$ (500.00)				
2-23-00-990	Misc.						
			\$ (75,876.00)	\$ (18,175.56)	\$ (40,661.46)	\$ -	\$ -
			\$ (37,938.00)	\$ (18,175.56)	\$ (40,661.46)	\$ -	\$ -
	<b>SURPLUS(DEFICIT)</b>						
	<b>DISASTER SERVICES</b>						
2-24-00-000	Disaster Serv		\$ -				
2-24-00-211	Travel and Subsistence						
			\$ -	\$ -	\$ -	\$ -	\$ -
	<b>SURPLUS(DEFICIT)</b>						
	<b>AMBULANCE</b>						
2-25-00-200	Contracted Services WADEMESA		\$ (2,600.00)	\$ (2,528.00)	\$ (2,528.00)		
			\$ (2,600.00)	\$ (2,528.00)	\$ (2,528.00)	\$ -	\$ -
	<b>SURPLUS(DEFICIT)</b>						

ACCT #	DESCRIPTION	NOTES	2022 BUDGET				
<b>BY-LAW ENFORCEMENT</b>							
1-26-00-522	Business Licence		\$ 200.00	\$ 150.00	\$ 250.00		
1-26-00-525	Dog Licence		\$ 2,700.00	\$ 325.00	\$ 475.00		
1-26-00-530	Fines						
1-26-00-540	Unsanitary Premises - Cleanup Chg						
			\$ 2,700.00	\$ 325.00	\$ 475.00		
2-26-00-200	Contract Service -Dog Catcher -Legal [dog bylaw]						
2-26-00-201	Policing	Includes amount transferred to reserve for subsequent year 6331.80	\$ (12,067.80)	\$ (8,610.00)	\$ (8,610.00)		
2-26-00-520	Supplies						
			\$ (12,067.80)	\$ (8,610.00)	\$ (8,610.00)		
	<b>SURPLUS(DEFICIT)</b>		\$ (9,367.80)	\$ (8,285.00)	\$ (8,135.00)		
<b>COMMON SERVICES</b>							
2-31-00-100	Village Foreman		\$ (48,000.00)	\$ (11,197.56)	\$ (22,563.42)		
2-31-00-101	Payroll Deductions		\$ (3,750.00)	\$ 386.33	\$ (669.18)		
2-31-00-102	Benefits		\$ (8,905.56)	\$ (2,843.02)	\$ (5,002.49)		
2-31-00-200	Contracted Services/Labour						
2-31-00-218	Freight						
2-31-00-250	1/2 Ton Truck R&M	Reduced by 5200		\$ (303.45)	\$ (2,809.61)		
2-31-00-274	Insurance		\$ (3,000.00)	\$ (2,094.06)	\$ (2,094.06)		
2-31-00-510	Supplies -Misc. -Tools		\$ (1,500.00)	\$ (688.57)	\$ (912.89)		
2-31-00-520	1/2 Ton Truck Supplies		\$ (2,200.00)	\$ (542.35)	\$ (1,212.01)		
2-31-00-251	Repairs/Maintenance Building	Heading unit needs repair or replacement	\$ (3,163.65)				
			\$ (71,019.21)	\$ (17,282.68)	\$ (35,263.66)		
	<b>SURPLUS(DEFICIT)</b>		\$ (71,019.21)	\$ (17,282.68)	\$ (35,263.66)		

ACCT #	DESCRIPTION	NOTES	2022 BUDGET				
	<b>STREETS, ROADS, WALKS, &amp; LIGHTING</b>						
2-32-00-200	Contracted Services		\$ (10,000.00)				
	Tree Trimming/Weed Control						
	-Contract Labour			\$ (635.00)		\$ (3,875.00)	
	-Sidewalk & Street Repairs						
	Freight						
2-32-00-218	R&M - Tractor/Grader/Loader	includes sanding truck purchase to be reallocated	\$ (5,000.00)	\$ (25,779.61)		\$ (26,360.89)	
2-32-00-250	Insurance		\$ (900.00)	\$ (1,475.47)		\$ (1,475.47)	
2-32-00-274	Supplies		\$ (11,500.00)				
2-32-00-510	-Gravel, sand, cold mix						
	-Xmas Decorations						
	-Misc. (signs, culvert, flowers)		\$ (3,200.00)	\$ (4,549.56)		\$ (5,999.44)	
2-32-00-520	Vehicle Supplies	includes logo blocks \$4000	\$ (23,900.00)	\$ (3,731.63)		\$ (2,001.97)	
2-32-00-540	Utilities		\$ (5,644.86)			\$ (9,459.32)	
2-32-00-831	Debtenture -Interest March 2026						
2-32-00-832	-Principal		\$ (25,562.20)				
			\$ (85,707.06)	\$ (36,825.15)		\$ (51,479.59)	\$ -
	<b>SURPLUS(DEFICIT)</b>		\$ (85,707.06)	\$ (36,825.15)		\$ (51,479.59)	\$ -
	<b>DRAINAGE</b>						
2-37-00-200	Contracted Services		\$ (1,500.00)				
2-37-00-250	Drainage Equip-R & M						
2-37-00-510	Supplies						
2-37-00-540	Utilities -ALUMA		\$ (1,200.00)	\$ (160.26)		\$ (604.37)	
	<b>SURPLUS(DEFICIT)</b>		\$ (2,700.00)	\$ (160.26)		\$ (604.37)	\$ -
	<b>WATER SUPPLY &amp; DISTRIBUTION</b>						
1-41-00-410	Sale of Water	cannot enter until previous yr complete	\$ 145,570.00				
1-41-00-411	Bulk Water	Added 2% to actual revenue from 2021	\$ 60,231.13	\$ 1,239.91		\$ 15,659.22	
1-41-00-990	Levy (Debtenture)						
			\$ 205,801.13	\$ 1,239.91		\$ 15,659.22	\$ -
2-41-00-230	Bulk Water Costs	Based on 5546.35m3 @ 1.95	\$ (10,815.39)	\$ (78.30)		\$ (198.12)	
2-41-00-218	Freight/Courier						
2-41-00-220	Municipal Contribution	using rates established in new WIC budget plus WIP conveyance	\$ (201,819.95)	\$ (24,374.16)		\$ (114,864.55)	
2-41-00-250	R&M -Waterlines		\$ (25,000.00)	\$ (1,225.35)		\$ (60,620.05)	
2-41-00-274	Insurance		\$ (6,000.00)	\$ (6,413.76)		\$ (6,413.76)	
2-41-00-520	Equipment Repair & Maint.	includes generator repair - \$5,000	\$ (7,500.00)				
2-41-00-540	Utilities	Does not include Dec.	\$ (12,000.00)	\$ (2,137.50)		\$ (5,448.07)	
2-41-00-542	Carbon Levy	Does not include Dec.	\$ (950.00)	\$ (472.26)		\$ (904.52)	
2-41-00-831	Debtenture -Interest						
2-41-00-832	Debtenture -Principal-Sept 2021						
			\$ (264,085.34)	\$ (34,701.33)		\$ (188,449.07)	\$ -

ACCT #	SURPLUS/(DEFICIT)	NOTES	2022 BUDGET			
			\$ (58,284.21)	\$ (33,461.42)	\$ (172,789.85)	\$ -
<b>SEWER</b>						
1-42-00-410	Debtenture Collected	cannot enter until previous ye complete	\$ 23,370.00			
	Sale of Sewer Service	Calculated by type of account and number of users	\$ 50,976.92			
			\$ 74,346.92	\$ -	\$ -	\$ -
2-42-00-215	Telephone		\$ (1,000.00)	\$ (226.67)	\$ (453.62)	
2-42-00-250	R&M -Sewer Line - Flushing Lines		\$ (7,500.00)			
			\$ (2,500.00)			
2-42-00-274	Insurance		\$ (500.00)	\$ (462.85)	\$ (462.85)	
2-42-00-520	Equipment R & M		\$ (1,000.00)			
2-42-00-540	Utilities		\$ (1,600.00)	\$ (343.17)	\$ (784.02)	
2-42-00-831	Debtenture -Interest		\$ (11,105.33)			
2-42-00-832	Debtenture -Principal Dec 2042		\$ (11,952.17)			
			\$ (36,157.50)	\$ (806.02)	\$ (1,246.87)	\$ -
	<b>SURPLUS/(DEFICIT)</b>		\$ 38,189.42	\$ (806.02)	\$ (1,246.87)	\$ -
	<b>GARBAGE COLLECTION &amp; DISPOSAL</b>					
1-43-00-410	Garbage Site Maint. Fee	Adjusted to reflect categories	\$ 38,336.00			
1-43-00-411	Fees - Lg Item & Burn Pit	cannot enter until ye complete				
1-43-00-990	Misc.		\$ 38,336.00	\$ -	\$ -	\$ -
2-43-00-100	Contract labour	Does not include Dec.	\$ (9,000.00)	\$ (1,520.89)	\$ (3,709.20)	
2-43-00-200	Contracted Services		\$ (12,000.00)	\$ (1,135.93)	\$ (3,864.99)	
2-43-00-220	Membership -DDSWMA	includes \$1,087 for transfer replacement	\$ (14,188.67)	\$ (7,637.99)	\$ (14,188.67)	
2-43-00-250	R&M -1 Ton Truck/Garbage Truck		\$ (2,000.00)			
2-43-00-260	R&M -Waste Transfer Site		\$ (500.00)			
2-43-00-274	Insurance		\$ (1,100.00)	\$ (869.85)	\$ (869.85)	
2-43-00-510	Supplies					
2-43-00-520	Vehicle supplies		\$ (1,100.00)	\$ (245.04)	\$ (579.87)	
2-43-00-540	Utilities -County [power]		\$ (531.00)	\$ (84.00)	\$ (273.32)	
			\$ (40,419.67)	\$ (11,493.70)	\$ (23,485.90)	\$ -
	<b>SURPLUS/(DEFICIT)</b>		\$ (2,083.67)	\$ (11,493.70)	\$ (23,485.90)	\$ -

ACCT #	DESCRIPTION	NOTES	2022 BUDGET				
<b>FAMILY &amp; COMMUNITY SUPPORT SERVICES</b>							
2-51-00-770	WFCSS Requisition		\$ (2,715.00)				\$ -
	<b>SURPLUS(DEFICIT)</b>		\$ (2,715.00)				\$ -
<b>CEMETERY</b>							
2-56-00-200	-Grave Digging						
2-56-00-500	Cemetery Upgrade Supplies	columbarium/ concrete pad	\$ (8,923.09)				\$ (10,191.49)
2-56-00-510	Supplies ( cenotaph						
	<b>SURPLUS(DEFICIT)</b>		\$ (8,923.09)				\$ (10,191.49)
<b>MUNICIPAL PLANNING, ZONING &amp; DEVELOPMENT</b>							
1-61-00-520	Bldg. & Develop. Permits		\$ 500.00				\$ 300.00
			\$ 500.00				\$ 300.00
2-61-00-200	Contracted Services	Requisition - \$4,264.00 + \$150 annual license on GIS (2021)	\$ (14,264.00)				\$ (9,576.26)
2-61-00-225	Advertising		\$ (300.00)				
2-61-00-510	Supplies		\$ (14,564.00)				\$ (9,576.26)
	<b>SURPLUS(DEFICIT)</b>		\$ (14,064.00)				\$ (9,276.26)
<b>COMMUNITY SERVICES</b>							
2-62-00-200	Contracted Services	Xmas Commem - Horse & Hires	\$ (1,100.00)				
2-62-00-996	Donations	Includes STARS - \$650	\$ (1,000.00)				
2-62-01-220	Membership CBL	CPWR Digital Program Contribution	\$ (250.00)				\$ (238.09)
			\$ (2,350.00)				\$ (238.09)
	<b>SURPLUS(DEFICIT)</b>		\$ (2,350.00)				\$ (238.09)
<b>PRAIRIE RIDGE PARK</b>							
1-63-00-560	PRP Lease Revenue	Based on \$1/ft <sup>2</sup> - 2093 ft <sup>2</sup>	\$ 450.00				\$ 105.00
		Pickle Ball Revenue	\$ 300.00				
		Playground @ \$50 X 6 mos	\$ 6,000.00				\$ 3,000.00
		Xplornet Tower Lease	\$ 6,750.00				\$ 3,105.00
2-63-00-251	PRP Building Repairs & Maint.	Includes \$2700 for window repair - gazebo will be capital	\$ (12,000.00)				\$ (5,998.50)
2-63-00-274	PRP Insurance		\$ (8,100.00)				\$ (8,565.50)
2-63-00-540	PRP Utilities		\$ (28,560.00)				\$ (12,672.76)
2-63-00-541	PRP Water/Sewer		\$ (1,775.00)				\$ (680.08)
2-63-00-542	Carbon Levy		\$ (4,500.00)				\$ (3,516.74)
			\$ (54,935.00)				\$ (31,433.58)
	<b>SURPLUS(DEFICIT)</b>		\$ (48,185.00)				\$ (28,328.58)

ACCT #	DESCRIPTION	NOTES	2022 BUDGET				
<b>RECREATION BOARD</b>							
1-71-00-990	Other Revenue-Recreation						
2-71-00-990	Fireworks		\$ (3,000.00)			\$ (3,000.00)	
	Donations						
	<b>SURPLUS/DEFICIT</b>		\$ (3,000.00)			\$ (3,000.00)	\$ -
<b>RECREATION, PARKS, FACILITIES &amp; PROGRAMS</b>							
1-72-00-590	Own Sources:						
1-72-00-590	Camping revenue		\$ 50,000.00	\$ 9,010.00		\$ 25,385.00	
1-72-00-840	Student Grant		\$ 3,150.00				
	Donations - Centennial			\$ 9,010.00		\$ 25,385.00	\$ -
	<b>SURPLUS/DEFICIT</b>		\$ 53,150.00	\$ 9,010.00		\$ 25,385.00	\$ -
2-72-00-100	Wages/Payroll- rec worker	Includes payroll deductions	\$ (9,200.00)			\$ (3,129.36)	
2-72-00-225	Campground Advertising		\$ (995.00)			\$ (549.08)	
2-72-00-510	Supplies		\$ (1,500.00)	\$ (334.50)		\$ (542.94)	
2-72-00-540	Utilities -TransAlta		\$ (22,000.00)	\$ (4,464.55)		\$ (10,828.22)	
2-72-00-590	Campground Repairs		\$ (2,100.00)	\$ (855.00)		\$ (2,576.51)	
	<b>SURPLUS/DEFICIT</b>		\$ (35,195.00)	\$ (5,654.05)		\$ (17,626.11)	\$ -
	<b>SURPLUS/DEFICIT</b>		\$ 17,955.00	\$ 3,355.95		\$ 7,758.89	\$ -
<b>CULTURE: COMMUNITY CENTER &amp; LIBRARY</b>							
2-74-00-756	-Marigold Library		\$ (2,000.00)	\$ (1,996.80)		\$ (1,996.80)	
2-74-00-765	-RFD Library		\$ (5,100.00)			\$ (1,996.80)	\$ -
	<b>SURPLUS/DEFICIT</b>		\$ (7,100.00)	\$ (1,996.80)		\$ (1,996.80)	\$ -
2-97-00-763	Contingency to Operating	Bring in as revenue from reserves for subdivision	\$ 10,000.00				
	<b>SURPLUS/DEFICIT</b>		\$ 10,000.00	\$ -		\$ -	\$ -
	<b>Surplus(Deficit of All Depts.)</b>		\$ (489,179.89)	\$ (221,832.99)		\$ (488,555.74)	\$ -



ACCT #	DESCRIPTION	NOTES	2022 BUDGET				
<b>GENERAL &amp; REQUIREMENTS</b>							
1-00-00-111	Residential Taxes		\$ 350,484.22	\$		\$ 440,056.95	
1-00-00-112	Commercial Taxes		\$ 84,292.44	\$		\$ 4,118.22	
1-00-00-114	Farmiland Taxes						
1-00-00-120	Frontage	INCREASE in TAXES		\$ 7,831.28		\$ 35.15	
1-00-00-190	Electric Power Line Taxes						
1-00-00-240	Prov. Grants-in-Lieu		\$ 1,344.30				
1-00-00-115	Mobile Lic/M&E						
	Taxes to be Collected		\$ 443,952.24	\$		\$ 444,210.32	\$
	Tax %						
2-81-00-743	School Supp. -Req.		\$ (85,000.00)	\$	(986.12)	\$	(1,972.25)
2-81-00-754	Wheatland Sr. Found. -Req		\$ (2,205.00)	\$	(2,250.00)	\$	(2,545.00)
	School Taxes Collected		\$ (87,205.00)	\$	(3,236.12)	\$	(4,517.25)
	<b>GROSS TAXES</b>		\$ 356,747.24	\$	(3,236.12)	\$	439,693.07
1-00-00-510	Penalties & Costs	Dec. penalties = \$30,802.52	\$ 30,172.79	\$	(1,495.34)	\$	(3,322.55)
1-00-00-540	Franchise Revenue		\$ 48,000.00	\$	14,795.81	\$	31,990.71
1-00-00-550	Return on Investment	Doesn't include Dec.	\$ 4,900.00	\$		\$	4.00
1-00-00-590	Other Rev Own Sources		\$				
1-00-00-740	Prov. Uncond. Grant		\$ 31,119.00				
			\$ 114,191.79	\$	13,304.47	\$	28,672.16
			\$ 470,939.03	\$	10,068.35	\$	468,365.23
	Total Taxes/Penalties/Franchise Fees		\$ (18,240.86)	\$	(211,764.64)	\$	(20,190.51)
	<b>NET TAXES</b>						

## REQUEST FOR DECISION



Subject: Raptor Wireless Proposal

Prepared By: Lori Miller

Council Meeting Date: September 14, 2022

Agenda Item: 8G

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**Background:** Raptor Wireless has submitted a proposal to take over the internet service for the Village.

**Options:**

1. Council can choose to move internet services to Raptor Wireless.
2. Council can opt to maintain the current relationship with Xplornet.
3. Council can request more information to verify total costs to the Village.

**Financial Implications:** potential savings of \$8/month and better service

**Communication:** N/A

**Recommendation:** That Council discuss the options and advise Administration of their decision.



Our proposal for the Village of Rockyford will provide a more reliable and more consistent speed internet connection at the village office. This will improve employee productivity and reduce stress.

We monitor every device for connectivity 24/7 and are alerted if connectivity is lost as part of our Managed Wi-Fi Service. With proactive follow/action up to mitigate downtime.

Ability to re-route traffic over cellular backup at tower in case of network failure - for critical needs.

Service with Raptor Wireless will open possibilities not available with other providers, such as:

- Connect all village own buildings, facilities, or infrastructure to Village Office over private network rather than over internet. (Internet Service would be billed on a per site basis)
- Security systems or cameras could be recorded at village office existing NVR from any connected, Village owned building.
- Monitor environmental conditions in buildings, temp, water leaks etc. e.g.: Boiler room at campground. Network equipment already in this room (other devices required)

Each new site requiring connectivity to our network either for internet service or other monitoring services will be billed at \$125.00 plus tax per site for standard installation cost. Any special circumstances would be reviewed at the time of install.

If more than one new location is requested, and installation can be completed on same day, a fair adjustment will be made to the installation costs.

If you have any questions, please feel free to contact our office at 1-888-727-8670 or email us at [Support@RaptorWireless.ca](mailto:Support@RaptorWireless.ca)

Thank you

Current Price Plans:

\$75.00 Raptor 10 Standard 10 Mbit down, 3 Mbit Up

\$85.00 Raptor 30 Pro 30 Mbit down, 10 Mbit up

\$100.00 Raptor Elite 60 Mbit Down, 15 Mbit Up

\$7.00 Managed Wi-Fi – Supplied router and remotely managed.

Current plan for comparison

RECEIVED  
AUG 1 2022



# XPLORNET

Account Number: 538395  
Invoice Number: INV44120836  
Invoice Date: Aug 18/2022  
Due Date: Sep 01/2022

\*VILLAGE OF ROCKYFORD - MUNICIPAL OFFICE  
110 MAIN STREET BOX 294 415 SERVICEBERRY TRAIL  
ROCKYFORD, (ALBERTA) T0J 2R0  
CANADA

Invoice Summary	
Outstanding Balance:	\$0.00
Total Current Charges:	\$120.74
Total Balance Due:	\$120.74

### Service, Hardware, Credits and Discounts

Description	Period Date	Subscription ID	Amount
<b>Village of Rockyford - Fire Hall - 538396</b>			
XTRA CARE	Aug 18/2022 - Sep 17/2022	Q11225857	\$7.50
XTRA CARE	Aug 04/2022 - Aug 17/2022	Q11225857	\$3.39
XTRA CARE 6 MONTH LOYALTY DISCOUNT	Aug 18/2022 - Sep 17/2022	Q11225857	-\$7.50CR
XTRA CARE 6 MONTH LOYALTY DISCOUNT	Aug 04/2022 - Aug 17/2022	Q11225857	-\$3.39CR
EQUIPMENT RENTAL	Aug 18/2022 - Sep 17/2022	Q1629265	\$5.00
LTE-50 / UNLIMITED	Aug 18/2022 - Sep 17/2022	Q1629265	\$109.99
		SubTotal:	\$114.99
		Taxes:	\$5.75
		Total:	\$120.74

### Payments and Other Adjustments

Type	Date	Amount
Invoice	Jul 18/2022	\$120.74
Bank Transfer Payment	Aug 01/2022	-\$120.74CR
Credit Balance Applied to Invoice	Aug 03/2022	\$0.00

### Invoice Summary

SubTotal:	\$114.99
GST (875999427RT0001) 5%:	\$5.75
Invoice Total:	\$120.74
Outstanding Balance	\$0.00
<b>Total Balance Due:</b>	<b>\$120.74</b>

*Handwritten initials and signature*  
Page 1 of 2

## REQUEST FOR DECISION



Subject: ATCO Gas and Pipelines Ltd. Franchise Agreement

Prepared By: Lori Miller

Council Meeting Date: September 14, 2022

Agenda Item: 8H

---

**Background:** Pursuant to our franchise agreement with ATCO the Village has the option to change the franchise fee percentage in 2023. This must be done in writing prior to November 1, 2022.

**Options:** 1. Council can opt to increase the franchise fee for 2023.  
2. Council can opt to maintain the current franchise fee for 2023.

**Financial Implications:** unknown until decision made

**Communication:** N/A

**Recommendation:** That Council discuss the options and advise Administration of their decision.

RECEIVED  
SEP 1 2022

August 26, 2022

Village of Rockyford  
PO Box 294  
Rockyford, AB T0J 2R0

**Attention: Ms. Lori Miller, Chief Administrative Officer**

**RE: ATCO Gas and Pipelines Ltd. Franchise Agreement**

Pursuant to our franchise agreement, your municipality has the option to change the franchise fee percentage in 2023. A request to change the franchise fee must be received by ATCO Gas in writing prior to November 1, 2022. If you are considering changing the franchise fee in 2023, please contact us as soon as possible to begin the process.

As you are aware, ATCO Gas pays the Village of Rockyford a franchise fee. The franchise fee is collected from customers in the community based on a percentage of our Delivery Tariff. In the Village of Rockyford, this percentage is 30.00%.

In 2021, our Delivery Tariff revenue in the Village of Rockyford was \$102,965. Our forecast Delivery Tariff revenue for 2023 is \$130,454. Therefore, based on the current franchise fee percentage, your forecast 2023 franchise fee revenue would be \$39,136.

We trust you will find this information useful, and, if you have any questions or require anything further, please do not hesitate to contact me at [Jamie.Jaques@atco.com](mailto:Jamie.Jaques@atco.com).

Yours truly,



**Jamie Jaques**  
**Manager, Calgary**  
**ATCO Natural Gas Division**

## Lori Miller

---

**From:** Lori Miller  
**Sent:** Thursday, July 28, 2022 2:17 PM  
**To:** Brian Henderson  
**Subject:** RE: Transfer station inquiry

Thank you Brian 🙏



Lori Miller  
Chief Administrative Officer  
Village of Rockyford  
Phone: (403) 533-3950  
Fax: (403) 533-3744

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Any communication received in error, or subsequent reply, should be deleted or destroyed and the receiver should notify writer by reply.

---

**From:** Brian Henderson <brian.henderson@wheatlandcounty.ca>  
**Sent:** Thursday, July 28, 2022 2:11 PM  
**To:** Lori Miller <cao@rockyford.ca>; Tammi Nygaard <edo@drumhellerlandfill.com>  
**Subject:** Transfer station inquiry

Hello Lori,

For transfer station questions, you will need to contact the Drumheller and District solid waste management association directly. They are responsible for taking the bins away. I have included their email in here for your convenience.

Thank you,

Brian Henderson, CPA, CA  
Chief Administrative Officer, Wheatland County  
242006 Range Road 243  
HWY 1 RR 1, Strathmore AB, T1P 2C4  
Phone: 403-361-2001  
Mobile: 403-850-7277  
[www.wheatlandcounty.ca](http://www.wheatlandcounty.ca)  
[www.infinitewc.ca](http://www.infinitewc.ca)

## Lori Miller

---

**From:** Lori Miller  
**Sent:** Thursday, July 28, 2022 4:30 PM  
**To:** Sonya Adams  
**Cc:** Glen Golubic (glenn.golubic@wheatlandcounty.ca)  
**Subject:** RE: Full Bins @ Rockyford Transfer Station

Thank you so much Sonya!



Lori Miller  
Chief Administrative Officer  
Village of Rockyford  
Phone: (403) 533-3950  
Fax: (403) 533-3744

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---

**From:** Sonya Adams <edo@drumhellerlandfill.com>  
**Sent:** Thursday, July 28, 2022 4:20 PM  
**To:** Lori Miller <cao@rockyford.ca>  
**Cc:** Glen Golubic (glenn.golubic@wheatlandcounty.ca) <glenn.golubic@wheatlandcounty.ca>  
**Subject:** RE: Full Bins @ Rockyford Transfer Station

Hello Lori,

Please be advised that Tammi Nygaard is no longer with the DDSWMA. Email correspondence to discuss the plans and timelines of the MSW collection for the transfer sites due to the mechanical issues was distributed to the foremen and managers of the sites. If you would like to be added to the mailout list for operations, I can gladly do that.

Glen Globuic (cc'd) and I discussed the issues surrounding the different sites under his jurisdiction and determined a "plan B" course of action. The plan was and is based on the communities receiving partial collections (where applicable) to achieve capacity and ensure availability of use for residential pickup. Thus far, the plan has been able to be executed with success. I am pleased to be able to advise you that Rockyford MSW pick up was completed this afternoon.

Please feel free to contact directly with any further questions or concerns anytime at the below credentials.

Have a fabulous evening,





Sonya Adams, C.Tech, EP  
Landfill Manager

Phone: 403 823 1345  
Cell: 403 820 0616  
Web: [www.drumhellerlandfill.com](http://www.drumhellerlandfill.com)  
Email: [edo@drumhellerlandfill.com](mailto:edo@drumhellerlandfill.com)  
2500 Highway 10 East  
Drumheller, Ab T0J 0Y0

**From:** Lori Miller <[cao@rockyford.ca](mailto:cao@rockyford.ca)>  
**Sent:** July 28, 2022 2:16 PM  
**To:** Sonya Adams <[edo@drumhellerlandfill.com](mailto:edo@drumhellerlandfill.com)>  
**Subject:** Full Bins @ Rockyford Transfer Station

Hi Tammy,

I understand that the truck which empties the bin at the transfer station is broken down. How long is the Village and surrounding area supposed to wait for a truck to empty the bin? We still have to provide garbage pickup to our residents, how are we to dispose of it? Tomorrow is commercial pickup for the Village. Do you know if the bin will be empty by then? Or have a timeline of when it will be looked after? This is unacceptable service from GFL, if their truck is broken down they should have a backup plan, not leave their customers without service. Any information you can provide would be greatly appreciated.

Thanks,



Lori Miller  
Chief Administrative Officer  
Village of Rockyford  
Phone: (403) 533-3950  
Fax: (403) 533-3744

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## REQUEST FOR DECISION



Subject: 1<sup>st</sup> St & 3<sup>rd</sup> Ave E. Intersection

Prepared By: Lori Miller

Council Meeting Date: September 14, 2022

Agenda Item: 8J

---

**Background:** The intersection of 1<sup>st</sup> St & 3<sup>rd</sup> Ave E needs to be regraded to stop water from flooding the sidewalks on this corner. This will include the removal of a culvert and installation of a swale in its place. We have received two quotes for this work which are close in price.

**Options:** 1. Council can discuss the two quotes and award the project to the contractor of their choosing.

**Financial Implications:** This project has been allowed for in the capital budget under paving. A grant will have to be applied for.

**Communication:** N/A

**Recommendation:** That Council discuss the options and advise Administration of their decision.

# GRAY'S LIMITED

62 Slater Road  
Strathmore, AB T1P 1J3  
Telephone: 403-934-3590 Fax: 403-934-3076  
Email: info@graysltd.com

September 9, 2022

Village of Rockyford  
Box 294  
Rockyford, AB T0J 2R0

Attn: Lori Miller  
CAO Village of Rockyford

Phone: 403-533-3950  
Email: cao@rockyford.ca

**RE: 1st Street East & 3<sup>rd</sup> Avenue**

Enclosed please find work description and cost estimate to remove existing culvert and drainage basin, and recontour street with swale for better drainage away from sidewalk.

- Mob/demob equipment
- Excavate and remove existing culvert.
- Excavate and remove grade rings from manhole (approximately 10").
- Cut down grade on 1<sup>st</sup> street to manhole, regrade 3<sup>rd</sup> Avenue to tie into new elevation and regrade approach to house.
- Cut existing grade from sidewalk and slope east towards ditch.
- Supply and haul 3" Minus Pitrun to build up base (approximately 145 tonne).
- Supply and haul ¾" Crushed Gravel to build up to tie into existing street grades (approximately 70 tonne).
- Culvert and material from excavation to be hauled to storage area by water plant.
- Place and compact aggregates.
- Includes machine time, materials, and labour.

**OUR PRICE \$ 15,650.00 PLUS GST**

Notes:

1. Based on summer construction i.e.: No Frost.
2. All utilities to be located prior to construction.
3. Street will have to be closed during construction.
4. All vehicles in construction area will have to be removed.
5. If Village of Rockyford has gravel at water plant, it can be substituted for material supplied by Gray's Limited.

\$ 782.50  
\$ 16,432.50

Yours truly,

Greg McLean  
Gray's Limited  
GEM/jw



# Quotation

No. 20220713

**TO:** Village of Rockyford  
**ATTN:** Lori Miller  
**MEMO:** As per site visit & email request  
**PROJECT:** Rockyford - Swale at 3rd Ave & 1st St E

**DATE:** 13-Jul-22

Item	Qty	Product Description	Unit	Unit Price	Total
1	1	Supply equipment, material & labour to construct swale at the intersection of 3rd Ave & 1st St E including but not limited to; signage, barricades, resident notifications, removal & disposal of existing catch basin & culvert, strip back and regrade 3rd Ave for 10m in both directions, form, install reinforcing steel, place and finish concrete swale. (Concrete swale will require 14 days of cure time before use by traffic.) Backfill & compact to build subbase. Install basework with owner supplied millings.  Road will be closed during construction - local traffic only	L.S.	\$15,000.00	\$15,000.00
				<b>SUBTOTAL</b>	\$15,000.00
				<b>GST 5%</b>	\$750.00
				<b>TOTAL</b>	\$15,750.00

GST 102864329 RT

**TERMS:**

- ~ PAYMENT DUE UPON INVOICE
- ~ 2% PER MONTH (24% PER ANNUM) CHARGEABLE ON OVERDUE ACCOUNTS
- ~ TITLE TO GOODS DOES NOT TRANSFER UNTIL INVOICE IS PAID IN FULL
- ~ PRICE VALID FOR 30 DAYS

**DISCLAIMER:**

- ~ CONSTRUCTION COMMENCEMENT, 10 - 14 DAYS FROM EXECUTED CONTRACT.
- ~ MATERIAL TESTING, SURVEY, LAYOUT, PERMITS & DESIGN BY OTHERS IF REQUIRED.
- ~ BONDING NOT INCLUDED, BUT CAN BE PROVIDED IF REQUIRED FOR AN ADDITIONAL FEE,  
*Knibb Developments Ltd. Box 184, Standard, Alberta T0J 3G0*

403-644-2222 Office, 403-677-2959 Fax, 403-312-1951 Jason Cell, jason@knibbdevelopments.com

Village of Rockyford Capital Budget

Project Name	Notes	2020	2021	2022	2023	2024	2025	2026	2027
1st Ave. E. Paving	MSI		\$ 228,430.84						
Water/Sewer Upgrades	MSI		\$ 349,832.05						
Engineering Fees	MSI	\$ 40,000.00	\$ 60,901.11						
Waterline & Sewer Upgrades	MSP		\$ 50,000.00						
Main Street Sidewalk & Lighting Sidewalks & Paving	CRISP			\$ 290,000.00					
Lagoon Repair	FGTF			\$ 35,000.00					
Plow Blade for Truck	MSI			\$ 23,500.00					
Replace Pumps at Water Plant	MSI			\$ 14,089.00					
Water Meter (campground & residence)	MSI			\$ 15,000.00					
Services to Subdivided Lots	MSI			\$ 19,120.16					
	FGTF			\$ 110,000.00					
<b>Total Projects</b>		\$ 40,000.00	\$ 689,164.00	\$ 506,709.16					

Funding Sources Capital Budget

	2020	2021	2022	2023	2024	2025	2026
Funding Available							
Funding Carried Over Previous Year	\$ 616,621.00	\$ 919,279.00	\$ 559,368.00	\$ 697,045.50	\$ 819,619.50		
MSI Capital Allocation Current Year	\$ 163,584.00	\$ 178,753.00	\$ 72,488.00	\$ 72,488.00	\$ 72,488.00		
FGTF Allocation Current Year	\$ 50,000.00	\$ 100,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00		
Municipal Stimulus		\$ 50,000.00					
CRISP Allocation Current Year	\$ 93,419.75		\$ 112,164.54				
Available for Projects	\$ 923,624.75	\$ 1,248,032.00	\$ 794,020.54	\$ 819,533.50	\$ 942,107.50		
Capital Purchases							
Less Projects	\$ (40,000.00)	\$ (675,581.50)	\$ (33,209.16)				
Interest Earned FGTF		\$ 500.00					
	\$ 883,624.75	\$ 572,950.50	\$ 287,311.38				
Funding Available By Grant							
MSI	\$ 531,048.00	\$ 70,637.00	\$ 71,415.84	\$ 143,903.84	\$ 216,391.84		
FGTF(CCBF)	\$ 202,675.00	\$ 303,175.00	\$ 208,175.00	\$ 258,175.00	\$ 308,175.00		
Municipal Stimulus							
CRISP	\$ 185,556.00	\$ 185,556.00	\$ 7,720.54				
<b>Total Funding Year End</b>	\$ 919,279.00	\$ 559,368.00	\$ 287,311.38	\$ 402,078.84	\$ 524,566.84		

The carry over amount each year does not include any interest earned. The funding assumes that the grant allocations will remain the same

# TOWN OF Strathmore

June 15, 2022

**Honourable Jason Copping**  
Minister of Health  
Office of the Minister of Health  
423 Legislature Building  
10800 - 97 Avenue  
Edmonton, AB  
T5K 2B6

Dear Minister Jason Copping:

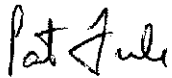
RE: Physician Shortage

On behalf of Strathmore Town Council, I am writing to you to bring awareness to the issue of a severe shortage of physicians in the Town of Strathmore. We have recently lost a critical number of doctors in our community and the situation in our Town is becoming dire as those who require a physician are unable to find one within a reasonable distance. This forces residents, many of whom do not have easy access to transportation, to travel an hour into Calgary to get medical care. As a result, many individuals may not get the care they need or will be forced to visit the emergency room to get medical care. In some cases, residents may not get the care they need until they are forced to into hospitals stays, adding additional patients to the already strained healthcare system.

As you know, the number of physicians practicing in rural Alberta dropped by 4% from 2019 to 2020 and the province is struggling with an imbalance between where physicians are practicing and where they are needed. The lack of practicing physicians in rural communities in a time where strong health care has become increasingly important, and the cost of transportation is exceedingly high is creating a dangerous public health situation for our residents.

We appreciate the many resources and programs that are funded by the provincial government to work through these problems. As we work to improve the situation surrounding physician shortages in the Town of Strathmore, we are **asking** for the help of Alberta Health Services and the Alberta Medical Association to work together **to incentivize Family Practice and long-term physician commitment**. Without these physicians, our residents and the residents of surrounding communities will not get the health care that they deserve, which is why it is imperative that we work together to solve this problem. Please do not hesitate to contact me if you have any questions.

Sincerely,



Pat Fule, Mayor

CC: Alberta Health Services  
Alberta Medical Association

Strathmore.ca



1 Parklane Dr. (Box 2280)  
Strathmore AB T1P 1K2



(403) 934-3133





RECEIVED  
AUG 13 2022

August 10, 2022

VIA REGISTERED MAIL

Dear Sirs/Madams:

RE: Road Plan Registration - TWP 263A  
Between NE 20-26-22-4 and SE 29-26-22-4

In accordance with Section 62 of the Municipal Government Act, we are providing notice to all persons with a registered interest on title within 40 meters of the boundary of road plan to be registered. The County is acquiring lands from the adjacent owners where constructed road exists, but there is a void in the road right of way. No changes are being made to the location of the existing constructed road, and no action is required on your part.

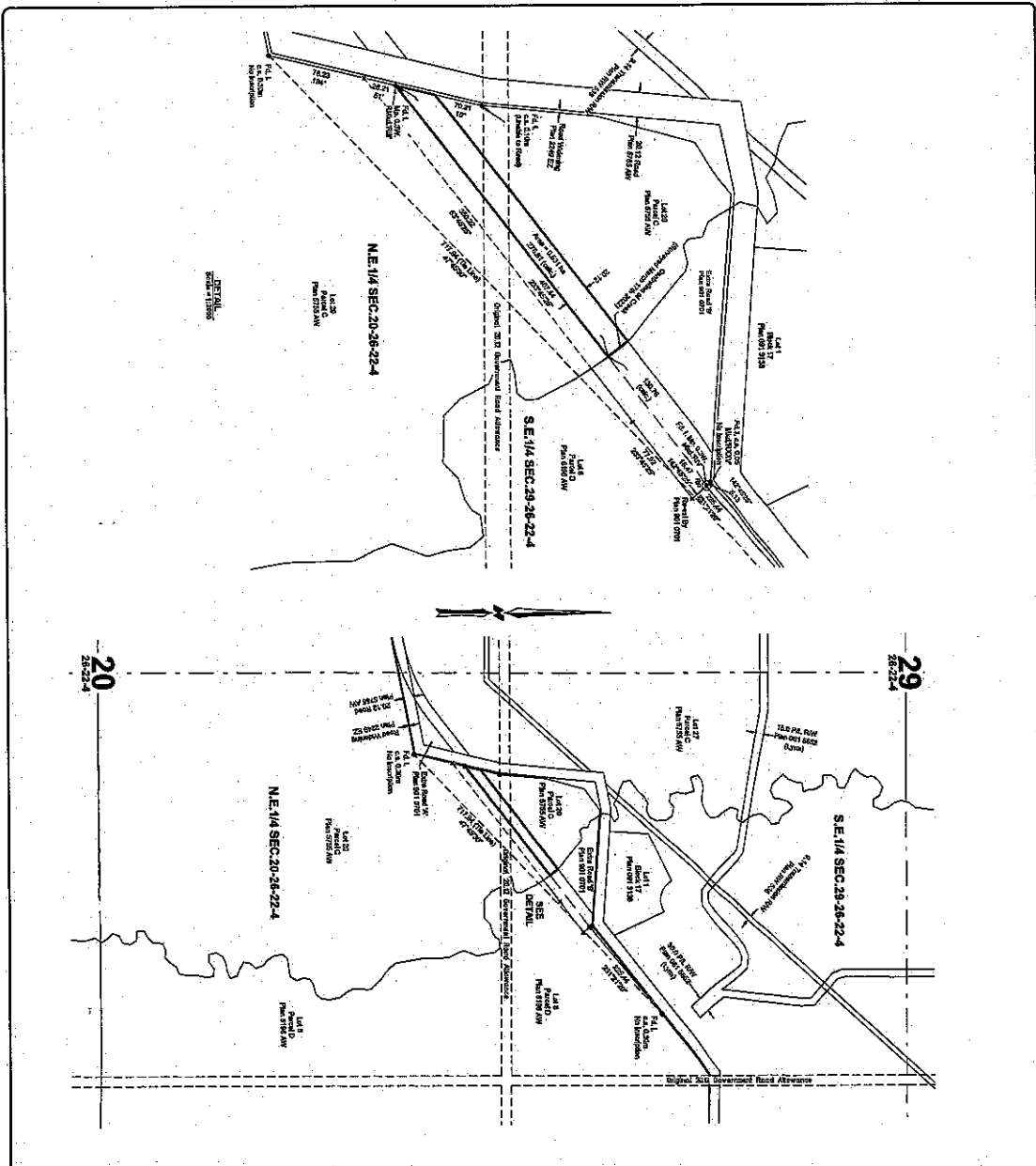
Enclosed is a diagram showing the area of the new road plan to be registered.

If you have any questions or concerns, you may contact me at 403-361-2015 or email [robin.glasier@wheatlandcounty.ca](mailto:robin.glasier@wheatlandcounty.ca).

Sincerely,

Robin Glasier  
Land Agent, BA, RWP

enclosures



PLAN No. \_\_\_\_\_  
 ENTERED AND REGISTERED  
 ON \_\_\_\_\_  
 INSTRUMENT No. \_\_\_\_\_  
 A. O. FISCHER

**PROPOSED PLAN**  
**SHOWING SURVEY OF**  
**ROAD**  
**WITHIN**  
**LOT 20, PARCEL C, PLAN 5755 AW**  
**AND ROAD PLAN 901 0701**  
**BETWEEN**  
**S. E. 1/4 SEC. 29**  
**AND N. E. 1/4 SEC. 20**  
**TWP. 26 RGE. 20 W. 4 M.**  
**WHEATLAND COUNTY**  
**ALBERTA**

SCALE 1:19000

**WHEATLAND COUNTY**

**LEGEND**  
 Boundary and Point Mark:  
 Temporary Point: \*  
 Line to be registered is indicated thus: —

**NOTE**  
 This plan is a preliminary plan and is not to be used as evidence of title. It is subject to the provisions of the Survey Act, R.S.A. 1980, c. S-26, and the provisions of the Survey Act, R.S.A. 1980, c. S-26, and the provisions of the Survey Act, R.S.A. 1980, c. S-26.

**ABBREVIATIONS**

CA	Concession	NR	Right-of-Way
CC	Corner	PR	Proprietary Right
CD	Canadian Grid Reference System	RF	Right of First Refusal
CR	Corner	RR	Road
CS	Canadian Survey System	RS	Right of Surface
CT	Canadian Title	RT	Right of Transfer
CU	Canadian Utility	RU	Right of Use
CV	Canadian Vertical Datum	RV	Right of Vandalism
CA	Canadian Acreage	RA	Right of Access
CB	Canadian Boundary	RB	Right of Burial
CC	Canadian Corner	RC	Right of Control
CD	Canadian Concession	RD	Right of Deposit
CE	Canadian Easement	RE	Right of Entry
CF	Canadian Easement	RF	Right of Fencing
CG	Canadian Easement	RG	Right of Gleaning
CH	Canadian Easement	RH	Right of Harvesting
CI	Canadian Easement	RI	Right of Inhabitation
CJ	Canadian Easement	RJ	Right of Jettison
CK	Canadian Easement	RK	Right of Killing
CL	Canadian Easement	RL	Right of Larceny
CM	Canadian Easement	RM	Right of Maintenance
CN	Canadian Easement	RN	Right of Nuisance
CO	Canadian Easement	RO	Right of Occupation
CP	Canadian Easement	RP	Right of Possession
CQ	Canadian Easement	RQ	Right of Quiet Enjoyment
CR	Canadian Easement	RR	Right of Rescue
CS	Canadian Easement	RS	Right of Sale
CT	Canadian Easement	RT	Right of Support
CU	Canadian Easement	RU	Right of Surface
CV	Canadian Easement	RV	Right of Use
CA	Canadian Acreage	RA	Right of Access
CB	Canadian Boundary	RB	Right of Burial
CC	Canadian Corner	RC	Right of Control
CD	Canadian Concession	RD	Right of Deposit
CE	Canadian Easement	RE	Right of Entry
CF	Canadian Easement	RF	Right of Fencing
CG	Canadian Easement	RG	Right of Gleaning
CH	Canadian Easement	RH	Right of Harvesting
CI	Canadian Easement	RI	Right of Inhabitation
CJ	Canadian Easement	RJ	Right of Jettison
CK	Canadian Easement	RK	Right of Killing
CL	Canadian Easement	RL	Right of Larceny
CM	Canadian Easement	RM	Right of Maintenance
CN	Canadian Easement	RN	Right of Nuisance
CO	Canadian Easement	RO	Right of Occupation
CP	Canadian Easement	RP	Right of Possession
CQ	Canadian Easement	RQ	Right of Quiet Enjoyment
CR	Canadian Easement	RR	Right of Rescue
CS	Canadian Easement	RS	Right of Sale
CT	Canadian Easement	RT	Right of Support
CU	Canadian Easement	RU	Right of Surface
CV	Canadian Easement	RV	Right of Use

**SURVEYOR:**  
 Dean D. Fischer, A.L.S.  
 Deeds of Survey:  
 Survey was conducted on the date herein, 17th, 2022 and  
 registered under the provisions of the Survey Act,  
 R.S.A. 1980, c. S-26.

**DEAN D. FISCHER**  
 ALBERTA LAND SURVEYOR

REGISTERED PROFESSIONAL SURVEYOR  
 No. 28110/41100/AL-LEGL-001  
 28110/41100/AL-LEGL-001





# COUNTY OF ST. PAUL

5015 – 49 Avenue, St. Paul, Alberta, T0A 3A4  
www.county.stpaul.ab.ca

*Our Mission - To create desirable rural experiences*



June 14, 2022

Alberta Utilities Commission  
106 Street Building  
10<sup>th</sup> Floor, 10055-106th St.  
Edmonton, AB  
T5J 2Y2

## **RE: Rising Cost of Alberta Utility Fees**

There have been numerous municipalities throughout Alberta that have voiced their concern to the AUC about the current rising cost of utility fees for both electricity and natural gas.

The County of St. Paul No.19 is echoing and supporting those municipalities by submitting this correspondence and is asking for the Commission to reevaluate the fees being charged on top of the actual usage fees, and the amount of profit corporations are making off our County residents and all Albertans. The fundamentals of utilities shouldn't be an opportunity for corporate profit.

Over the past couple of years, Albertans have been faced with an extreme economic recession, the stress of the pandemic combined with rising employment uncertainty and inflation impacting food, fuel, supply shortages and housing. Individual residents are not the only ones stricken by the current utility fees, business big and small, including non-profits are struggling to keep their doors open due to the ever-increasing cost of utilities.

We urge you to take the time to consider what the rising cost of Alberta's utility fees are doing to our residents. Now is not the time to be financially stressing Albertans more by increasing utility fees, but rather a time to support all Albertans through this difficult economic time.

Sincerely,

Glen Ockerman  
Reeve  
Cc: David Hanson, MLA  
RMA Membership  
AUMA Membership

## Lori Miller

---

**From:** Village of Rockyford  
**Sent:** Thursday, August 25, 2022 4:10 PM  
**To:** Lori Miller  
**Subject:** FW: Commissioner Brenda Lucki says there have been no RCMP reforms  
**Attachments:** Commissioner Brenda Lucki says there have been no RCMP reforms.pdf

## Tara Kathol

Administrative Assistant  
Village of Rockyford  
403-533-3950

**From:** Ministry of Justice <ministryofjustice@gov.ab.ca>  
**Sent:** August 25, 2022 4:04 PM  
**Subject:** Commissioner Brenda Lucki says there have been no RCMP reforms

Dear Mayor/Reeve and Council,

The Mass Casualty Commission is an independent inquiry into the deadliest mass killing in Canadian history, which occurred two years ago in Nova Scotia on April 18<sup>th</sup>-19<sup>th</sup>, 2020. You can watch the testimony here: <https://masscasualtycommission.ca/>

Testimony from senior RCMP officers and from Commissioner Brenda Lucki has laid bare the bureaucratic mismanagement of RCMP headquarters. I believe it also demonstrates how the dual mandate of the RCMP, which provides contract policing to 169 communities and federal policing, is failing Canadians. Commissioner Lucki also claimed that the RCMP is underfunded, a claim which was flatly rejected by Nova Scotia's Justice Minister (<https://atlantic.ctvnews.ca/nova-scotia-justice-minister-dismisses-rcmp-assertion-of-chronic-underfunding-1.6040586>).

I have attached a PDF of a G&M news story that was published yesterday reporting on testimony provided by RCMP Commissioner Brenda Lucki. In particular, I would highlight for your attention the following excerpts:

- RCMP Commissioner Brenda Lucki told a public inquiry into the 2020 Nova Scotia mass shooting **that there have been no reforms to the national police force in the more than 28 months since the deadly gun rampage**, despite a series of problems exposed by the Mounties' response to the violence.
- In her testimony, Commissioner Lucki said she couldn't directly answer questions about why the RCMP's national headquarters hadn't acted upon requests from the Nova Scotia RCMP for a formal review of the police response to the shooting. And **she also didn't respond directly to questions about why the force hasn't made any improvements – particularly in areas such as policy, staffing in rural areas, equipment and cadet training** – that could help prevent another tragedy from happening.
- **The commissioner said some of the challenges highlighted by the Nova Scotia mass shooting raise broader questions about the future of rural policing in Canada.** The RCMP provide policing under contract to 169 communities, a service that gets a 30-per-cent subsidy from Ottawa.

- During Wednesday's testimony, she acknowledged that the RCMP had made mistakes in Nova Scotia. **But she stopped short of saying the Mounties should have used the province's Ready Alert system to notify the public that the killer was on the loose.** At the time of the incident, she said, it wasn't the RCMP's practice to use the alert system for anything other than severe weather events. **Instead, the force used Twitter to warn the public of the killings.**
- The commissioner also defended Chief Superintendent Chris Leather, who has been criticized for his decision during the manhunt to ignore an offer of help from the chief of the Truro Police, who had officers nearby able to assist. **Commissioner Lucki said the RCMP commander had a lot going on, and that the Truro police should have directed their offer elsewhere.**

Thank you,  
Tyler Shandro  
Minister of Justice and Solicitor General  
e: [ministryofjustice@gov.ab.ca](mailto:ministryofjustice@gov.ab.ca)

Classification: Protected A

# Commissioner Brenda Lucki says there have been no RCMP reforms since N.S. mass shooting

GREG MERCER



RCMP Commissioner Brenda Lucki testifies at the Mass Casualty Commission inquiry in Halifax on Aug. 24. ANDREW VAUGHAN/THE CANADIAN PRESS

RCMP Commissioner Brenda Lucki told a public inquiry into the 2020 Nova Scotia mass shooting that there have been no reforms to the national police force in the more than 28 months since the deadly gun rampage, despite a series of problems exposed by the Mounties' response to the violence.

In her testimony, Commissioner Lucki said she couldn't directly answer questions about why the RCMP's national headquarters hadn't acted upon requests from the Nova Scotia RCMP for a formal review of the police response to the shooting. And she also didn't respond directly to questions about why the force hasn't made any improvements – particularly in areas such as policy, staffing in rural areas, equipment and cadet training – that could help prevent another tragedy from happening.

The commissioner said the Mounties are monitoring the inquiry, and are trying to identify gaps in their policies and training, but have yet to enact any changes. While she said criticism of the RCMP's actions in Nova Scotia have troubled her, she insisted the force's leadership is taking the problems exposed by the independent probe seriously.

"It's not going on deaf ears," she said. "I know before this incident there were many in Nova Scotia who had trust in their RCMP. I know this incident has shattered that trust for many."

Wednesday was the commissioner's second day in Halifax giving testimony to the inquiry, which is known as the Mass Casualty Commission. Lawyers for families of the gunman's 22 victims pressed her on the RCMP's lack of action in the aftermath of the shooting, the deadliest in Canadian history.

"You've not instituted any material changes," said lawyer Josh Bryson, who represents the family of Joy and Peter Bond, two of the victims. "You've missed valuable learning opportunities for those cadets who are now members. You could've been teaching them your findings, best practices of what came out of Portapique."

The inquiry, now in its sixth month, has shown the RCMP were ill-prepared for the attack. The gunman, a denturist driving a replica RCMP patrol car, began killing in Portapique, N.S., and then spent 13 hours spreading mayhem across rural communities in the province before he was killed by police. The RCMP response was plagued by shoddy technology, inaccurate assumptions about the killer's whereabouts and delays in warning the public. At one point, in a case of mistaken identity, two Mounties shot up a fire hall with people cowering inside. Officers complained of a confusing and contradictory chain of command.

The RCMP have also been criticized for failing to prevent the shooting spree. Before the killings, police had received complaints about the man, Gabriel Wortman, for years, including allegations of domestic violence and reports that he had a collection of illegal guns.

And yet no RCMP personnel have been disciplined as a result of the force's actions before and during the killings. And the force has so far resisted calls to examine what went so terribly wrong over the course of the manhunt.

Near the end of the day's testimony, the commissioner expressed regret on behalf of the force. "I want to apologize for the RCMP, but in such a way that we weren't what you expected us to be and I don't think we were what you wanted us to be or what you needed us to be," she said.

The commissioner said some of the challenges highlighted by the Nova Scotia mass shooting raise broader questions about the future of rural policing in Canada. The RCMP provide policing under contract to 169 communities, a service that gets a 30-per-cent subsidy from Ottawa.

The RCMP chief acknowledged some communities have been re-examining their use of the Mounties in the years since the mass shooting. The RCMP, she added, are being forced by financial constraints to review the way they deploy police in rural areas. But she said their policing has remained "second to none."

"I think any municipality and province would be remiss not to review their policing services, to make sure it meets their needs," she said. "We're thinking about this a lot. ... Often the case is we're not resourced to do the policing we are asked to do."

Mr. Bryson asked Commissioner Lucki why the RCMP hadn't implemented recommendations from past reviews calling for police investigators to attend crime scenes in a timely fashion. The Bonds' bodies weren't discovered until more than 18 hours after the shooting began, which the lawyer said was a failure of basic RCMP policy. Officers ordinarily canvass neighbours and secure crime scenes following major incidents.

The commissioner noted that the RCMP has about 32,000 employees, and said she couldn't personally address past policy reforms in detail, such as changes to the way officers respond to mass shootings. She speculated that the RCMP had failed to communicate lessons learned from past cases to rank-and-file members.

"In my role as commissioner, I'm looking at things from the 10,000-foot level," she said. "At my level, I don't get into the weeds on many of these questions."

On Tuesday, her first day of testimony, the commissioner played down concerns about political interference in the mass shooting investigation. She has been accused of pressing Nova Scotia investigators to release details about the guns used by the killer in order to bolster the federal government's push for gun control. She said she wanted those details made public in the interest of transparency, not because of a political agenda.

During Wednesday's testimony, she acknowledged that the RCMP had made mistakes in Nova Scotia. But she stopped short of saying the Mounties should have used the province's Ready Alert system to notify the public that the killer was on the loose. At the time of the incident, she said, it wasn't the RCMP's practice to use the alert system for anything other than severe weather events. Instead, the force used Twitter to warn the public of the killings.

Commissioner Lucki said the Mounties need to learn from their failures, and she apologized to those who had been let down by the national force.

"It can always be better," she said.

Jane Lenehan, a lawyer for family of the gunman's last victim, Gina Goulet, asked the commissioner whether she approved of a decision by Sergeant Andy O'Brien, now retired, to take control of the police response on April 18, 2020, even though he had just had four to five drinks of rum while off duty.

“My expectation is that when people go to work, they are able to work, and are not over the legal limit,” Commissioner Lucki replied.

The commissioner also defended Chief Superintendent Chris Leather, who has been criticized for his decision during the manhunt to ignore an offer of help from the chief of the Truro Police, who had officers nearby able to assist. Commissioner Lucki said the RCMP commander had a lot going on, and that the Truro police should have directed their offer elsewhere.

“My first thought would be, ‘Oh my gosh, why are you phoning me?’” the commissioner said.

Ms. Lenehan suggested the RCMP’s bureaucratic management culture is the reason it has been slow to reform. The force’s web-like structure is “actually thwarting efforts for accountability, and efforts to change this organization that you lead,” she said.



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August 23, 2022

The Honorable Tyler Shandro  
Minister of Justice and Solicitor General  
204, 10800-97 Avenue  
Edmonton, AB  
T5K 2B6

Dear Minister,

Re: Victim Services Redesign

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Minister Shandro, Town of Tofield Council have only recently become aware of the Victim Services Redesign, and to say that we are both shocked and disappointed would be a vast understatement. Victim Services play an integral part in our community, and rural Alberta. Victim Services staff are as essential as first responders, and work cohesively with RCMP. These people help families and individuals through what could be the most traumatic experience of their lives. Having experience in dealing with trauma, unexpected loss, and extreme shock cannot be measured. Now, your government is looking to remove this from our community and proceed with a centralized approach.

The MLA led review did not engage municipalities, nor did it fully engage Victim Services Boards. Had our local Victim Services Board Chair not come forward to Mayor and Council, we would not be aware of this ill-thought-out change. Of interest, the two MLA'S leading this charge were from major urban centres, with no tie, nor thought to the impacts this would have on rural Albertans.

Not only will this change see a loss of jobs within our community, but more importantly it will leave this service to become reliant on an individual(s) residing outside our community boundaries. What does this mean for response time? Does this mean that response could be upwards of hours before assistance is provided, or does this also mean that it will be based upon the availability of staff? Neither of these scenarios is ideal, especially when dealing with crisis. Our current structure is comprised of hard working, caring individuals who provide an immeasurable service in what is the most trying of circumstances. These people respond in a quick, professional, and caring manner. Now, your government is removing this service from our community, and failing those who require what is often the immediate assistance of Victim Services.



Honorable Tyler Shandro  
Minister of Justice and Solicitor General  
Page 2

Minister Shandro, we can not fathom the rationale behind this decision, once again without input or consultation from those that this affects most. In our opinion this is a recipe for disaster and stands to only continue to fail rural Alberta. Mayor and Council implore you to pause on this decision and seek input from those forgotten, rural Alberta.

Sincerely,

*Debora L. Dueck*

Debora Dueck  
Mayor

C.C    AUMA Membership  
       RMA Membership  
       Jackie Lovely, MLA



ALBERTA  
JUSTICE AND SOLICITOR GENERAL

---

*Office of the Minister  
MLA, Calgary-Acadia*

AR 52074

Sent via email to [jedwards@tofieldalberta.ca](mailto:jedwards@tofieldalberta.ca)

August 26, 2022

Her Worship Debra Dueck  
Mayor  
The Town of Tofield  
P.O. Box 30  
5407 – 50 Street  
Tofield AB T0B 4J0

Dear Mayor Dueck:

Thank you for your letter of August 23, 2022 regarding the provincial changes to victim services announced July 19, 2022. I would like to reassure you that these changes, including the new zonal governance model, have been designed to ensure services to victims of crime remain consistent and uninterrupted across all regions of the province, including Tofield, while also ensuring that victims are supported locally from within their own communities. I appreciate the opportunity to provide further information about the redesign work that has occurred to date as it relates to your municipality and others like it.

I would like to ensure that you have the most up-to-date information about the consultations and engagements completed during, and following, the MLA led Review of Victim Services that took place over 2020/2021. The Rural Municipalities of Alberta (RMA) and the Alberta Municipalities (AM) were invited to, and attended, the engagements. This was intentional to ensure a linkage and a mechanism for information sharing. In addition, a specific meeting was held with the RMA and AM to ensure they were comfortable with this approach, and by all indications they were. Further, all MLAs were also invited, regardless of political affiliation.

Other engaged individuals and organizations included:

- Volunteers, staff, and board members of police-based victim services units;
- Victim-serving community and specialized organizations such as child advocacy centres, sexual assault centres, and domestic violence service providers;
- Representatives from the Alberta Police-based Victim Services Association;
- The Alberta Association of Chiefs of Police;

.../2

- The Alberta Federation of Police Associations;
- The Royal Canadian Mounted Police;
- Legal community representatives such as the Criminal Trial Lawyers Association and Legal Aid Alberta; and
- Indigenous organizations such as the Awo Taan Healing Lodge Society, and Métis Child and Family Services Society.

I can advise that the changes to victim services are particularly centred around stabilizing and improving program governance and leadership at a high level, in addition to the significantly enhanced supports and services available to victims. There are no plans to interrupt service delivery within communities or at detachments, nor to disrupt victim service workers from continuing to engage in the important work they do. In fact, it is intended that these same locally based services will continue to be offered through the new zonal governance model, in the same co-located manner as they are now, but with more flexibility and sustainability than could be offered under the current governance model. In the new model, local front-line victim services workers will be supported by a core of professional support staff at the zonal level that will provide financial, legal, and human resource services; direct supervision and resource coordination; and personal support and guidance for each employee. There is no reduction in paid positions within the new model, in fact with the new professional support staff there will be approximately 40 additional positions available to Albertans.

To ensure that you and your colleagues have the most accurate and up to date information as to how the new victim services zones will operate, I encourage you to follow up with Trent Forsberg, the director of Victim Services at [Trent.Forsberg@gov.ab.ca](mailto:Trent.Forsberg@gov.ab.ca). He would be happy to meet with you and relay further detailed information about the changes to victim services programs, and provide you with the opportunity to ask specific questions.

I also understand that you have requested a meeting with MLA Jackie Lovely. I welcome the opportunity to have representatives from my office and our department staff who are leading this work attend this meeting. To schedule a meeting, please contact my scheduling coordinator Lisa Gentles at [Lisa.Gentles@gov.ab.ca](mailto:Lisa.Gentles@gov.ab.ca).

I am appreciative of any time you would be willing to dedicate to gaining a complete understanding of the improvements planned to the systems that serve victims of crime in Alberta. Thank you for ensuring the needs of victims in your community continue to be met.

Sincerely,



Honourable Tyler Shandro, QC, ECA  
Minister

cc: Jackie Lovely, MLA Camrose  
Alberta Municipalities  
Rural Municipalities of Alberta

## Lori Miller

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**From:** Cathy Heron <president@abmunis.ca>  
**Sent:** Friday, August 26, 2022 10:49 AM  
**To:** Lori Miller  
**Subject:** Notice of Special Resolutions  
**Attachments:** 2022 Notice of Special Resolutions.pdf

Hello Mayors, Councillors, and CAOs,

I am looking forward to seeing many of you at our upcoming Convention in Calgary September 21 to 23!

During our Annual General Meeting on Friday, September 23, the Board of Directors will be proposing three special resolutions that we would like your support on. The resolutions are attached in this email for your information, but I wanted to provide a bit of context on them.

### **Special Resolution 1: Repealing and replacing our bylaws with amended ones**

We worked with Reynolds Mirth Richards & Farmer (RMRF) to complete an overall review of the current Bylaws and we identified some items that could be made clearer.

### **Special Resolution 2: Amending our legal name to the "Association of Alberta Municipalities"**

As many of you are aware, we had the pleasure of unveiling our new brand name, Alberta Municipalities during our last Convention. We changed our brand name in response to our members' feedback:

- a single brand (instead of AUMA and AMSC) would more clearly demonstrate the support we provide through our advocacy and business services;
- many of our members either do not relate to the term urban, particularly some of our towns, villages, and summer villages, or they do not wish to define themselves as being "urban" or "rural" at all, but as municipalities and communities; and
- the acronym AUMA did not hold a lot of meaning and many people did not know that AUMA was an acronym for Alberta Urban Municipalities Association.

Now that our brand name has been established, the next step is to bring forward changing our legal name.

Our legal name will be used mostly behind the scenes and in legal documents like bylaws and contracts.

Although it is not crucial we align our brand name and our legal name, we want to change our bylaws so our contracts and other legal documents can be updated using the Alberta Municipalities identity. Our legal name does have to contain the word "Association" in it.

When we talked about this with those of you who attended our Summer Municipal Leaders' Caucuses, we found a lot of support for this change. We are hoping all our members will support us with moving this ahead.

### **Special Resolution 3: Updating the then-current bylaws with our new legal name**

This reasoning for this resolution may seem a bit confusing, but we basically must have:

- a resolution to update the bylaws with our amendments (Resolution #1); and
- a separate one just to approve the legal name (Resolution #2).

Once we get the legal name approved by you, we must get approval from the Deputy Registrar of Corporations to use the legal name, Association of Alberta Municipalities, before we can update our bylaws with it. So, rather than having to come back to you with another special resolution after the approval takes place, we are including it now.

I will explain all of this again when we get to the Annual General Meeting but wanted to provide some of this information beforehand.

If you have any questions or concerns about these resolutions, please reach out to me or another Alberta Municipalities Board member.

Enjoy the rest of your summer, see you in September!

**Cathy Heron** | President

**Mayor, City of St. Albert**

---

E: [president@abmunis.ca](mailto:president@abmunis.ca)

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**Cathy Heron** | President

**Mayor, City of St. Albert**

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August 26, 2022

## NOTICE OF THREE (3) SPECIAL RESOLUTIONS

### Alberta Urban Municipalities Association

The Board of Directors of Alberta Urban Municipalities Association (herein the "Association") hereby gives notice that at the 2022 Annual General Meeting of the Association to be held on September 23, 2022, the Board of Directors will be proposing the following Special Resolutions:

- (1) a Special Resolution to repeal and replace the Association's existing Bylaws with the amended Bylaws attached hereto as Schedule "A";
- (2) a Special Resolution to amend the legal name of the Association to the "Association of Alberta Municipalities";
- (3) a Special Resolution to update the then current Bylaws with the new name of the Association by replacing the name "Alberta Urban Municipalities Association" in such Bylaws to the name "Association of Alberta Municipalities", if and upon the Association's legal name change, and such updated Bylaws shall replace the Association's then current Bylaws;

(1) Amended Bylaws

**WHEREAS** Section 16.01 of the Association's current Bylaws states that "The Board of Directors or a Regular Member may propose a special resolution, as required by the *Societies Act*, R.S.A. 2000, c.S-14, or any amendments thereto, to amend these bylaws.";

**AND WHEREAS** the proposed amended Bylaws, attached as Schedule "A", broaden the membership categories and otherwise add further clarity to certain of the provisions contained therein;

**AND WHEREAS** a redline compare of the Bylaws, attached as Schedule "B", highlights the revisions that are contained within the amended Bylaws as compared against the Association's existing Bylaws;

**AND WHEREAS** the proposed amendments to the Bylaws have been submitted to the Association only after taking into consideration:

- a. The Association's fundamental and paramount principle of ownership and control of the Association by its Regular Members; and
- b. The Association's tax exempt status under para. 149(1) (d.5) of the *Income Tax Act*, Canada as discussed by the Canada Revenue Agency in its letter dated March 14, 2007,

and that the proposed amendment herein will not, by its nature, content or description, compromise, modify, alter, affect or change in any way the fundamental and paramount principle of the Association (the Association being owned and controlled by its Regular Members only) or the Association's tax exempt status under para. 149(1) (d.5) of the *Income Tax Act*, Canada as same may be amended from time to time;

(2) Change of Name

**AND WHEREAS** the Association updated its brand and trade name in 2021;

**AND WHEREAS** the Board of Directors of the Association desires to amend the legal name of the Association to the "Association of Alberta Municipalities" to better reflect its brand and trade name;

(3) Amended Bylaws to Reflect the Name Change

**AND WHEREAS** in the event the proposed name change proceeds with Alberta Corporate Registry, the Board of Directors of the Association desires to update the then current Bylaws to reflect this approved name change;

**NOW THEREFORE** the Board of Directors of the Association proposes that the following Special Resolutions be passed at the Annual General Meeting of the Association:

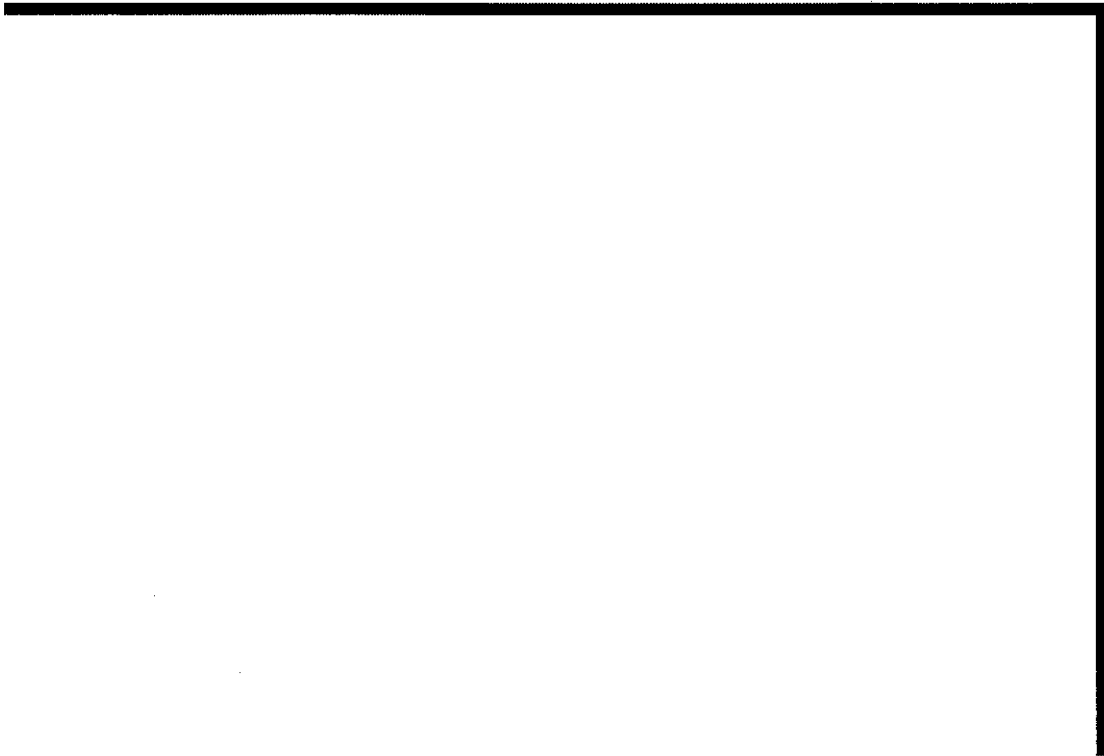
- (1) to repeal and replace the Association's existing Bylaws in their entirety with the Bylaws attached as Schedule "A"; and
- (2) to amend the legal name of the Association to the "Association of Alberta Municipalities";
- (3) to update the then current Bylaws with the new name of the Association by replacing the name "Alberta Urban Municipalities Association" in such Bylaws to the name "Association of Alberta Municipalities", if and upon the Association's legal name change, and such updated Bylaws shall replace the Association's then current Bylaws.

**Alberta Urban Municipalities Association**

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

**SCHEDULE "A"**  
**AMENDED BYLAWS**

# **BYLAWS**





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## Article 1 – Name and Definitions

- 1.01 The name of the Association (herein referred to as the "Association") is currently the Alberta Urban Municipalities Association, which may be amended from time to time in accordance with the governing legislation and the terms hereof.
- 1.02 In these Bylaws, in addition to any other definitions contained herein, save where the contrary is expressed:
- a. "Act" means the *Societies Act* (Alberta) and any statute that may be substituted therefor, and the regulations made thereunder, as from time to time amended, and in the case of such amendment, reference in the Bylaws shall be read as referring to the amended provisions thereof;
  - b. "appoint" includes "elect" and vice versa;
  - c. "Affiliate Member" has the meaning set forth in clause 4.02(c);
  - d. "Associate Member" has the meaning set forth in clause 4.02(b);
  - e. "Association" means the Alberta Urban Municipalities Association or such other name that it is legally changed to.
  - f. "Board" means the Board of Directors of the Association, as constituted from time to time;
  - g. "Bylaws" means these Bylaws and all other Bylaws of the Association from time to time in force and effect;
  - h. "Chief Executive Officer" means the person referred to in Article 13 hereof that is duly appointed as the chief executive officer of the Association by the Board from time to time;
  - i. "Director" means a person who is from time to time duly elected or appointed as a Director of the Association;
  - j. "Elected Representative" means a member of the council of a Regular Member, elected pursuant to the MGA;
  - k. "Good Standing" means a member in respect of whom the Association has received the membership fee for the current membership year or, in the case of a Regular Member, evidence of intention to pay satisfactory to the Board has been received;
  - l. "MGA" means the Municipal Government Act (Alberta) and any statute that may be substituted therefor, and the regulations made thereunder, as from time to time amended, and in the case of such amendment, reference in the Bylaws shall be read as referring to the amended provisions thereof;
  - m. "Officers" means the officers of the Association including the elected or appointed officers that are elected or appointed by the membership as per the terms hereof, namely the President and Vice-Presidents (herein also referred to as the "elected Officers"), as well as those officers appointed by the Board, such as the Chief Executive Officer, and such other persons as would be construed as "officers" at law by reason of their senior roles of management with the Association.

- n. "Regular Member" and "Regular Membership" have the meanings set forth in clause 4.02(a);
- o. "Returning Officer" has the meaning set forth in clause 7.01;
- p. "Special General Meeting" means a meeting of the membership other than the annual general meeting;
- q. "Special Resolution" has the meaning set forth in the Act.

## **Article 2 – Purpose of Bylaws**

- 2.01 The purpose of these Bylaws is to conform to the provisions of the Act and to set out the Association's membership, participation and leadership structures and processes to facilitate the Association's ability to provide leadership in advocating for legislation and programs to the Alberta and Canadian governments and to other organizations that support effective municipal governance and municipal interests in general, and to provide services that address the needs of its membership.
- 2.02 These Bylaws establish, and shall continue to establish in each and every year of the Association's existence, a fundamental and paramount principle that the Association is owned and controlled, directly or indirectly, by the Regular Members (as referenced in Article 4) of the Association in every material way, and that the Association's Bylaws, or any other constating document of the Association, shall be interpreted by the Association's Members, any court of competent jurisdiction and any taxing authority having jurisdiction, in a manner consistent with this fundamental and paramount principle.

## **Article 3 – General**

- 3.01 The Board may establish procedures for convening any meeting referred to in these Bylaws by electronic or other communication facilities including a conference telephone call, video-conferencing, facsimile, e-mail or such other technology as may become available.
- 3.02 Notwithstanding anything in these Bylaws, if by virtue of severe weather conditions, a pandemic or other emergency reason that is generally applicable, it is impossible for a quorum to participate in any scheduled or required meeting, then:
  - a. the time for undertaking any action, and
  - b. the terms of office of the Directors, President and Vice-Presidents,shall be extended until the meeting can be reconvened.
- 3.03 When written notice is required to be provided under these Bylaws, the notice may be given by mail, facsimile or other electronic means which enables the recipient to review the entire text of the notice.
- 3.04 The Association shall comply with the governing privacy legislation to the extent it is applicable to the Association and/or its activities.

## Article 4 – Membership

4.01 Any municipality, organization or business which:

- a. desires to further one or more objects of the Association,
- b. qualifies under a membership category described in clause 4.02, and
- c. pays the relevant membership fee,

may become a member of the Association, but subject to Board approval where clauses 4.02a.ii., 4.02a.iii. and 4.05 are applicable, and subject to clause 4.09 as it pertains to reinstatement.

4.02 The categories of membership are:

a. **REGULAR MEMBERSHIP**, such members being referred to as “**Regular Members**”, which shall be available to:

- i. any city, town, village, summer village, or specialized municipality located in Alberta;
- ii. upon Board approval, any successor municipality of a Regular Member referred to in subsection i. above, including any municipal district or county if the municipal district or county is the successor municipality thereof; and
- iii. upon Board approval, any applying improvement district or Special Area, located in Alberta;

b. **ASSOCIATE MEMBERSHIP**, such members being referred to as “**Associate Members**”, which shall be available to:

- i. any municipality other than a municipality referred to in clause 4.02a.i.;
- ii. any organization wholly owned by one or more municipalities that are eligible to be Regular Members or Associate Members, any municipally-related non-profit organization or special purpose board or commission;
- iii. any municipally-related non-profit organization or special purpose board or commission that provides a reciprocal membership that has been approved by the Board; and
- iv. any other local authority or non-profit organization, located in or outside Alberta.

c. **AFFILIATE MEMBERSHIP**, such members being referred to as “**Affiliate Members**”, which shall be available to any company, organization or individual, in or outside of the Province of Alberta.

4.03 The classifications of Regular Members for the purposes of determining Board representation under Articles 7 and 8 are as follows:

- a. cities with populations over 500,000;
- b. cities with populations up to 500,000;

- c. towns;
  - d. villages; and
  - e. summer villages.
- 4.04 For purposes of determining membership classification, a specialized municipality, municipal district or county shall be classified according to its population such that if it has a population equal to or greater than the population thresholds set out in applicable provincial legislation, or as otherwise determined by the Government of Alberta, in relation to:
- a. a city, it shall be considered a city;
  - b. a town, it shall be considered a town;
  - c. a village, it shall be considered a village; and
- if less than the population set out for a village, it shall be considered a summer village.
- 4.05 The Townsite of Redwood Meadows, the Special Areas Board and an improvement district are eligible for inclusion, upon Board approval, in the classification of Regular Membership appropriate to its population.
- 4.06 (1) Subject to sub-clause (2), any member may withdraw from membership in the Association at any time by notice in writing.
- (2) A Regular Member which wishes to withdraw from membership in the Association shall provide at least twelve (12) months' notice in writing to the Association accompanied by a certified copy of the resolution of council.
- (3) Any notice of withdrawal of membership shall be presented to the Board.
- (4) A member which withdraws from membership is not entitled to reimbursement of any membership fees.
- 4.07 The membership year is the calendar year.
- 4.08 For purposes of this section, "Association activities" means all activities of the Association under its mandate other than business services, and "business services", for the purposes of these Bylaws, shall mean the provision, directly or indirectly, of certain products or services by the Association to its members which shall typically be through a service delivery entity owned by or related to the Association. With respect to access to these activities and services:
- a. Regular Members - Regular Members are entitled to participate in all Association activities and business services, including the right to vote as set forth in Article 5;
  - b. Associate Members - Associate Members are entitled to participate in business services and may, on conditions set by the Board from time to time, be entitled to

participate in some or all Association activities, but, for greater clarity, such participation shall not include the right to vote on Association matters;

- c. Affiliate Members - Affiliate members are entitled to participate in business services and may, on conditions set by the Board from time to time, be entitled to participate in some or all Association activities, but, for greater clarity, such participation shall not include the right to vote on Association matters.
- 4.09 If a member ceases to be a member in Good Standing:
- a. such member shall not be entitled to participate in Association activities nor have any voting rights under Article 5 but shall be entitled to participate in the Association's business services;
  - b. for a period exceeding six (6) months, the member may be expelled from the Association upon approval thereof by the Board, effective immediately upon notice from the Association to the member. Thereafter the member shall not be entitled to participate in Association activities or enjoy membership privileges until the member has been brought into Good Standing and reinstated upon approval of the Board.

## **Article 5 – Voting Rights at Members' Meetings**

- 5.01 The voting rights of a Regular Member in Good Standing of the Association at any annual general meeting or Special General Meeting shall be equal to one (1) vote for and by each Elected Representative of such Regular Member that is in attendance at such meeting.
- 5.02 For greater clarity, subject to clause 5.01, the maximum number of votes available to a Regular Member shall depend on the number of Elected Representatives it has on its council at the relevant time.

## **Article 6 – Nominations**

- 6.01 Nominations for Directors and elected Officers shall be conducted in accordance with the election procedures established by the Returning Officer designated pursuant to clause 7.01.
- 6.02 To be eligible for nomination, a person must at a minimum:
- a. be an Elected Representative of a Regular Member in Good Standing,
  - b. submit a completed nomination in the form prescribed by the Returning Officer, and
  - c. be nominated by at least two other Elected Representatives of Regular Members in Good Standing.

Further, for the President or Vice-President positions, the nomination must be approved by a motion of the council of the Regular Member that the nominee is an Elected Representative of.

- 6.03 A municipality shall not have more than one Elected Representative serving in a Director position, except for the Cities of Edmonton and Calgary. In the event more than one Elected Representative from a municipality is nominated, the municipality's council needs to approve a motion for only one nominee.
- 6.04 The persons making a nomination and the person being nominated must be eligible to vote in the election for which the nomination is being made.
- 6.05 The Association shall have five (5) Vice-Presidents who shall be elected or appointed according to a classification system that is slightly modified from that set forth in clause 4.03, with the applicable classifications for which a Vice-President shall be appointed, or elected being as follows:
- a. the City of Calgary;
  - b. the City of Edmonton;
  - c. cities with populations up to 500,000;
  - d. towns; and
  - e. villages and summer villages.
- A person eligible for nomination as Vice-President for a classification must also be elected or appointed as a Director in the classification.
- 6.06 The President shall also be a Director but not a Director that has been appointed or elected pursuant to clause 8.02 in relation to a classification.

## Article 7 – Elections

- 7.01 The Board shall designate a person to be the "Returning Officer" who shall be responsible for the fair and proper conduct of elections.
- 7.02 The Returning Officer shall establish and publish election procedures in accordance with these Bylaws and any applicable policies and procedures adopted by the Board from time to time.
- 7.03 Elections of Directors and elected Officers shall be held at the annual general meeting.
- 7.04 The Regular Members eligible to vote on the election or appointment of the Directors and elected Officers through their respective Elected Representatives are as follows:
- a. President – For the President of the Association, all persons that meet the voting requirements under Article 5;
  - b. Vice-Presidents – For each Vice-President, only those persons that: (i) are Elected Representatives of Regular Members that fit within the relevant classification, as set forth in clause 6.05, for which the Vice-President is being elected, and (ii) that otherwise meet the voting requirements under Article 5;

- c. Directors – For each Director, only those persons that: (i) are Elected Representatives of Regular Members; (ii) where in relation to a classification, only those Elected Representatives of Regular Members that fit within the relevant classification as set forth in clause 4.03, and, if a town or village, the electoral zone for which the Director is being elected, and (iii) that otherwise meet the voting requirements under Article 5.

## Article 8 – Directors and Officers

- 8.01 The Association shall have a Board consisting of fifteen (15) Directors. For greater clarity, one of whom shall also be the President.
- 8.02 The number of Directors representing each classification is:
- a. two (2) Directors appointed by the City of Calgary, one of whom shall be designated by the City as Vice-President for Calgary;
  - b. two (2) Directors appointed by the City of Edmonton, one of whom shall be designated by the City as Vice-President for Edmonton;
  - c. three (3) Directors representing cities with populations up to 500,000;
  - d. three (3) Directors representing towns;
  - e. three (3) Directors representing villages;
  - f. one (1) Director representing summer villages;
- for an aggregate total of fourteen (14) Directors elected or appointed in relation to a classification.
- 8.03 The Directors representing towns and villages shall be elected according to electoral zones designated by the Board.
- 8.04 The Board shall establish the electoral zones for towns and villages as follows:
- a. towns shall be grouped into three zones, designated as towns east, west and south, and otherwise in such a manner that the number of towns in each zone is approximately the same;
  - b. villages shall likewise be grouped into three zones, designated as villages east, west and south, in such a manner that the number of villages in each zone is approximately the same;
- The Board shall publish the electoral zone information on its website by June 30 in each year except where there are no changes from the previous year.
- 8.05 The following applies to the term of office for each position on the Board:
- a. it commences at the organizational meeting of the Board following the annual general meeting, and



- b. it continues until the applicable (as per the terms of office in clause 8.06) annual general meeting at which time the position is available for election.
- 8.06** The terms of office for the positions of Directors and elected Officers are as follows:
- a. President - Two (2) years;
  - b. Vice-President - One (1) year;
  - c. Director - Two (2) years.
- For greater clarity, Directors and elected Officers may be re-elected for one or more successive terms, provided they are otherwise eligible for the position.
- 8.07** (1) The term of office for the following Director positions shall begin in odd numbered years:
- a. one (1) Calgary Director;
  - b. one (1) Edmonton Director;
  - c. two (2) for cities with populations up to 500,000;
  - d. towns east;
  - e. villages south;
  - f. summer villages.
- (2) The term of office for the following Director positions shall begin in even numbered years:
- a. one (1) Calgary Director;
  - b. one (1) Edmonton Director;
  - c. one (1) for cities with populations up to 500,000;
  - d. towns west and south;
  - e. villages east and west.
- 8.08** (1) A President who is no longer an Elected Representative immediately ceases to be President and a member of the Board.
- (2) A Director who is no longer an Elected Representative immediately ceases to be a member of the Board.
- 8.09** Should the legal municipal status change of the municipality of which a Director is an Elected Representative:
- a. the Director is eligible to remain in the position until the next annual general meeting,  
and

- b. if the term of office for the position does not expire at the end of the next annual general meeting a by-election shall be held at the next annual general meeting to fill the position for the remainder of the term.
  
- 8.10 Should the office of the President become vacant, the remaining Board shall forthwith appoint a member of the Board to serve as President until the next annual general meeting.
  
- 8.11 (1) Should a vacancy occur in a Director position other than a Director appointed by the City of Calgary or the City of Edmonton or in a Vice-President position, then:
  - a. the Board may appoint a replacement to serve until the next annual general meeting, and
  - b. if the term of office for the position does not expire at the end of the next annual general meeting a by-election shall be held at the next annual general meeting to fill the position for the remainder of the term.

(2) Should a vacancy occur in a Director position or a Vice-President position appointed by the City of Calgary or the City of Edmonton, the relevant city may appoint a replacement for the remainder of the term of office of the position.
  
- 8.12 A person appointed to fill a vacancy in any position must be eligible for election to that position if an election were held.
  
- 8.13 In carrying out the rights and responsibilities of a Director or Officer, every Director and Officer of the Association shall:
  - a. act honestly and in good faith with a view to the best interests of the Association,
  - b. exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances,
  - c. comply with the applicable law including the Act, its regulations as well as with the objects, Bylaws, policies and procedures adopted by the Association,
  - d. maintain the confidentiality of all Association information given to such Director or Officer that is considered confidential, except in the following circumstances:
    - i. the confidential information is or subsequently enters the public domain through no action of the Director or Officer; or
    - ii. the confidential information is required to be disclosed by law,

and if the Director or Officer receives Association information that is considered confidential from:

    - iii. such person's own independent sources; or
    - iv. any third party not under an obligation to keep the information Confidential,

the Director will disclose to the Board that such information has been received.

- 8.14** A member of the Board ceases to be a Director if:
- a. the person is disqualified from Council pursuant to Section 174(1) of the MGA, or
  - b. the person misses three consecutive regular meetings of the Board, upon approval by the Board of the Director's removal, effective immediately upon notice from the Association to the Director.
- 8.15** The Board may, by resolution passed by at least three fourths (3/4) of the votes cast by those eligible to vote, remove a Director from the Board effective as of the date of the resolution or such later date as resolved by the Board. The provisions of clause 9.05 regarding notice and an opportunity to be heard apply to a resolution under this clause.

## **Article 9 – Disqualification of Directors**

- 9.01** In this Article:
- a. "Director's family" means the Director's spouse or adult interdependent partner, the Director's children, the parents of the Director and the parents of the Director's spouse or interdependent partner;
  - b. "spouse" means:
    - i. the spouse of a married person, and
    - ii. does not include a spouse who is living separate and apart from the other spouse if the spouses have separated pursuant to a written separation agreement or if their support obligations and family property have been dealt with by a court order.
- 9.02** (1) A member of the Board has a pecuniary interest in a matter if:
- a. the matter could monetarily affect the Director or an employer of the Director, or
  - b. the Director knows or should know that the matter could monetarily affect the Director's family.
- (2) For the purposes of subsection (1), a person is monetarily affected by a matter if the matter monetarily affects:
- a. the person directly,
  - b. a corporation, other than a distributing corporation (as defined under the governing legislation), in which the person is a shareholder, director or officer,
  - c. a distributing corporation in which the person beneficially owns voting shares carrying at least 10% of the voting rights attached to the voting shares of the corporation or of which the person is a director or officer, or
  - d. a partnership or firm of which the person is a member.

- (3) A Director does not have a pecuniary interest by reason only of any interest:
- a. that the Director or a member of the Director's family may have by reason of being appointed by the Board as a director of a company incorporated for the purpose of carrying on business for and on behalf of the Association or by reason of being appointed as the representative of the Board on another body;
  - b. that the Director or member of the Director's family may have with respect to any allowance, honorarium, remuneration or benefit to which the Director or member of the Director's family may be entitled by being appointed by the Board to a position described in clause a);
  - c. that the Director may have with respect to any allowance, honorarium, remuneration or benefit to which the Director may be entitled by being a Director; or
  - d. that is so remote or insignificant that it cannot reasonably be regarded as likely to influence the Director.

9.03 (1) When a Director, or a Regular Member of which the Director is an Elected Representative, has a pecuniary interest in a matter before the Board, a Board committee or any other body to which the Director is appointed as a representative of the Board, the Director must, if present:

- a. disclose the general nature of the pecuniary interest prior to any discussion of the matter,
- b. abstain from voting on any question relating to the matter,
- c. abstain from any discussion of the matter, and
- d. subject to subsection (2), leave the room in which the meeting is being held until discussion and voting on the matter are concluded.

(2) If the matter with respect to which the Director, or the Regular Member of which the Director is an Elected Representative has a pecuniary interest is the payment of an account for which funds have previously been committed, it is not necessary for the Director to leave the room.

9.04 (1) A Director ceases eligibility to be a Director if the Director:

- a. takes part in a decision of the Board knowing that the decision might further a private interest of:
  - i. the Director,
  - ii. a corporation, firm or partnership referred to in clause 9.02(2), or
  - iii. a Regular Member of which the Director is an Elected Representative,
- b. where applicable, does not declare an interest and withdraw from a meeting without voting on or discussing a matter before the Board which might further a private interest referred to in clause (a)i., ii. or iii. above, or

## c. accepts:

- i. a fee of any amount other than a fee or honorarium paid by the Association for the Director's services as a Director, or
- ii. a gift or other benefit having a value of more than the maximum determined by the Board from time to time where such amount is received because the Director is a Director.

(2) Subsection (1)(c) does not apply if a Director is invited to attend an event or function as a representative of the Association and the Director discloses such attendance and payment in a manner approved by the Board from time to time.

**9.05** (1) A meeting of the Board may be called under clause 10.01 to determine whether a Director is no longer eligible to be a Director under this Article.

## (2) The Director:

- a. shall be given notice of a meeting of the Board called under this section;
- b. upon request:
  - i. shall be given particulars of the grounds on which it is alleged that the Director has ceased eligibility to be a Director;
  - ii. shall be given an opportunity to make representations to the Board in writing or in person, or by legal counsel, or any combination of the foregoing;
- c. is not entitled to be present while the Board discusses the question whether or not the Director has ceased eligibility to be a Director.

**9.06** (1) Upon determination by the Board that the Director has ceased eligibility to be on the Board, the Association shall provide notice to the Director of the Director's removal from the Board effective the date thereof.

(2) The provisions of Article 8 relating to the filling of vacancies on the Board until the next annual general meeting apply to filling a vacancy under this Article.

**9.07** A Director, by accepting appointment or election as a Director, agrees the Director will not be entitled to assert any claim or bring any legal action, whether for defamation or any other cause of action, against the Association or any Officer, Director or employee of the Association, in respect of anything done by any of them in good faith pursuant to this Article.

**Article 10 – Powers and Duties of the Board**

10.01 Meetings of the Board shall be held as follows:

- a. pursuant to a regular schedule of meetings set by the Board, or
- b. at the call of the President, or
- c. upon the written request of four (4) Directors with at least 72 hours' notice.

10.02 A quorum of the Board is eight (8) members.

10.03 At meetings of the Board, each Director present shall have one vote and, in the case of a tie, the motion shall be lost. A resolution in writing signed by all of the Directors, shall be valid and effectual as if it had been passed at a meeting of Directors duly called and constituted.

10.04 The Board has the authority to manage, or supervise the management of, the affairs of the Association. The Board has the authority and responsibility to carry out as appropriate, or delegate to its committees, the powers and duties conferred upon it by the Association and by law.

10.05 If the Board establishes and prescribes the terms of reference for any committee, or delegates that authority to the Executive Committee, the persons appointed as committee members may be:

- a. Directors,
- b. Elected Representatives of members,
- c. other persons, and/or
- d. any combination of the above.

10.06 Members of the Board and Executive Committee shall receive an honorarium for their service and shall be reimbursed for expenses reasonably incurred in performing their duties on the Board or Executive Committee.

10.07 The Board shall have authority on behalf of the Association to approve and adopt policies and procedures from time to time relating to the Association and its operations.

10.08 In addition to the duties otherwise set forth herein, and for greater clarity, in exercising its operational authority, the Board, and each Director and Officer, shall comply with the then current objects, bylaws, policies and procedures of the Association.

**Article 11 – Executive Committee**

11.01 The Executive Committee, also referred to as the Executive, shall consist of the President and the Vice-Presidents and may also include such other Directors of the Association that the Board may approve to be part of the Executive.

- 11.02** A quorum for Executive Committee meetings shall consist of three (3) members of the Executive.
- 11.03** The Executive Committee shall have all the powers of the Board between meetings of the Board on emergent and time sensitive issues in accordance with such rules as the Board may adopt provided that the Executive may only provide recommendations to the Board, and shall not determine, the following:
- a. the employment or termination of the Chief Executive Officer of the Association,
  - b. the amount of membership fees under clause 15.04, and
  - c. borrowing money under clauses 15.06 and 15.07.
- 11.04** The Executive Committee shall report any action taken under clause 11.03 at the next meeting of the Board.
- 11.05** The President and the Vice-Presidents of the Association shall have the duties and powers set forth in these Bylaws as well as those associated with their position as set forth below:
- a. President – The President of the Board shall, when present, preside at all meetings of the Board and of the members. The President shall, subject to the authority of the Board, have general supervision of the activities and affairs of the Association and shall have such other duties and powers as the Board may specify;
  - b. Vice-Presidents – If the President is absent or is unable or refuses to act, one of the Vice-Presidents shall preside at the meetings of the Board and of the members. The duty to preside in the President’s absence shall be undertaken by the Vice-Presidents on a rotation that is approved by the Board. The Vice-Presidents shall have such other duties and powers as the Board may specify.

## Article 12 – Meetings

- 12.01** The annual general meeting of the Association shall be held at such time and place as the Board may determine.
- 12.02** Written notice of the date of the annual general meeting shall be provided to each Regular Member and the Association’s auditor not less than twenty-eight (28) days prior to the date of the meeting.
- 12.03** A Special General Meeting of the Association may be held at the call of five (5) percent of the Regular Membership or by two-thirds (2/3) vote of all the Board and written notice shall be provided to each Regular Member not less than fourteen (14) days before the date of the meeting except where a matter is to be decided by a Special Resolution in which case the notice period set forth in clause 16.03 shall apply.
- 12.04** A quorum at an annual general meeting or Special General Meeting shall be representation from twenty-five percent (25%) of the Regular Members in Good Standing and the quorum shall be determined within fifteen minutes of the posted starting time

of the meeting. For the purposes of this determination, a Regular Member shall be deemed to be represented if:

- a. at an annual general meeting, one of its Elected Representatives is registered to attend the annual Association's conference and annual general meeting, regardless of whether such Elected Representative attends the said meeting;
- b. at a Special General Meeting, one of its Elected Representatives is in attendance.

**12.05** The President or, where applicable, a Vice-President or such other Director approved by the Board, shall chair the annual general meeting and any Special General Meeting.

**12.06** The persons entitled to speak at an annual general meeting or Special General Meeting are:

- a. those Elected Representatives in attendance whose municipalities are Regular Members of the Association in Good Standing,
- b. in the event a Regular Member is unable to be represented at the annual general meeting or a Special General Meeting by an Elected Representative, an official appointed by motion of the council to represent it, provided that notice of such appointment is submitted in writing to the Chief Executive Officer at least three (3) days prior to the date of the annual general meeting or Special General Meeting, and for greater clarity, such person shall not have any voting rights,
- c. upon a motion from the floor, a representative of an Associate Member, and
- d. the Association's auditor and such other person(s) upon consent or invitation of the chair of the meeting.

**12.07** Except as otherwise provided in these Bylaws, the rules of procedure to be followed at meetings of the Board, the annual general meeting and any Special General Meeting shall be formal in nature following, generally speaking, the applicable procedures set forth in "Robert's Rules of Order, Newly Revised" with deviations as deemed appropriate by the meeting's chair, to facilitate consensus, discussion and collaboration.

### **Article 13 – Chief Executive Officer**

**13.01** The Board shall appoint a Chief Executive Officer to manage the affairs of the Association. For greater clarity, the Chief Executive Officer shall not be a Director of the Association.

**13.02** The Chief Executive Officer, as the chief officer of the Association and any of its subsidiaries, ensures that the policies and programs of the Association are implemented, and performs the duties and functions and exercises the powers assigned to the Chief Executive Officer by the Board.

**13.03** The Chief Executive Officer may cause the Association to employ any staff required within the expenditure authority included in the Association's budget.



**Article 14 – Signing Authority**

- 14.01 After minutes are approved by the Board in relation to Board meetings and by the Regular Members in relation to membership meetings, the minutes shall be signed by the Chief Executive Officer to indicate such approval.
- 14.02 Except where otherwise authorized herein, the Board shall designate signing authorities for any financial or other instrument, contract, document or agreement requiring the signature of the Association and grant authorizations for the use of the seal by Board resolution or in one or more Board approved policies.

**Article 15 – Financial Affairs**

- 15.01 The fiscal year of the Association shall be the calendar year unless otherwise approved by the Board.
- 15.02 Before the end of each fiscal year, the Board shall approve a budget for the next fiscal year which shall include revenues at least sufficient to pay the estimated expenditures.
- 15.03 The Board may approve an interim budget for part of the next fiscal year.
- 15.04 The Board shall annually determine a method of calculating membership fees which will generate the membership fee revenue projected in the budget.
- 15.05 If any number of Regular Members agree to undertake a special initiative, the Board may levy a special fee on those members to raise the required revenue.
- 15.06 The Board shall have the power and authority to cause the Association to borrow money for operating purposes, and to give security therefor, in an amount not in excess of sixty percent (60%) of annual fees or special assessments then levied or assessed by the Association to its membership but not yet collected.
- 15.07 By a two-thirds (2/3) majority vote of the Board, the Association may borrow for capital purposes on such terms as the Board determines appropriate.
- 15.08 The Association may draw, make, accept, endorse, execute and issue promissory notes, bills of exchange and other negotiable instruments.
- 15.09 The books and records of the Association shall be available for the inspection by any Regular Member of the Association at the Association's office during normal business hours except confidential information of the Association which may only be disclosed upon Board approval and on such terms as are required by the Board.
- 15.10 In the event the Association is wound up or dissolved, the Association shall obtain and comply with the required authorizations and processes referenced in the Act. Further, in such event, all of its remaining assets after payment of its liabilities, if any, shall be paid to such registered and incorporated non-profit organization or

organizations with purposes similar to those of the Association as a majority of the Regular Members determine and in no event shall any member become entitled to any remaining assets of the Association.

- 15.11 The Board shall appoint by resolution an independent firm of chartered professional accountants as the Association's auditor to audit the annual financial statements of the Association and an audited annual financial statement shall be submitted to each annual general meeting.
- 15.12 The Association may acquire by gift or purchase and have, possess, and enjoy land, tenements, rents, annuities, and other property of any kind whatsoever within the Province of Alberta.
- 15.13 The Association may from time to time sell, alienate, exchange, mortgage, let, lease or otherwise dispose of any part of its real or personal estate.
- 15.14 Every Director and Officer of the Association and their heirs, executors and administrators, respectively, shall be deemed to have assumed office on the express understanding and agreement and condition that each shall, from time to time and at all times, be indemnified and saved harmless out of the funds of the Association from and against:
- a. all costs, charges, damages and expenses whatsoever, including without limitation, an amount paid to settle an action or satisfy a judgment, which they sustain or incur in or about any action, claim, suit or proceeding which is brought, commenced or prosecuted against them by reason of being or having been a Director or Officer of the Association or who acts or acted at the Association's request as a director or officer of another entity in which the Association had a material interest or in respect of any act, omission, deed, matter or thing whatsoever made, done or permitted by them in or about the execution of the duties of their office; and
  - b. all other costs, charges, damages and expenses which they sustain or incur in or about or in relation to any act, omission, deed, matter or thing whatsoever made, done or permitted by them in or about the execution of the duties of their office;
- except such costs, charges, damages and expenses as are occasioned by their own willful misconduct or dishonesty and except in respect of an action by or on behalf of the Association or other said entity to procure a judgment in its favour.
- 15.15 The Association shall purchase and maintain, or otherwise ensure, there is directors' and officers' liability insurance for the benefit of the Directors and Officers of the Association, in such amounts and with such insurers as the Board may from time to time determine appropriate.

## **Article 16 – Amendments**

- 16.01 The Board or a Regular Member may propose a Special Resolution, as required by the Act, to amend these Bylaws.

- 16.02** A proposed Special Resolution may be considered at the annual general meeting or at a Special General Meeting.
- 16.03** Written notice of a proposed Special Resolution shall be provided to each Regular Member not less than twenty-eight (28) days before the meeting at which the Special Resolution is to be considered.
- 16.04** An amendment to the Bylaws shall not be made unless approved by Special Resolution.
- 16.05** Notwithstanding any other provision contained in these Bylaws, every Special Resolution to amend these Bylaws shall contain the following preamble:
- “WHEREAS the following proposed amendment has been submitted to the Association only after taking into consideration:
- a. the Association’s fundamental and paramount principle of ownership and control of the Association by its Regular Members; and
  - b. the Association’s tax-exempt status under para. 149(1)(d.5) of the *Income Tax Act* (Canada) as discussed by the Canada Revenue Agency in its letter dated March 14, 2007,
- and that the proposed amendment herein will not, by its nature, content or description, compromise, modify, alter, affect or change in any way the fundamental and paramount principle of the Association (the Association being owned and controlled by its Regular Members only) or the Association’s tax exempt status under para. 149(1)(d.5) of the *Income Tax Act* (Canada) as same may be amended from time to time.”
- For greater clarity, failure to include the above preamble shall not invalidate a Special Resolution approved in accordance with these Bylaws and the governing law.
- 16.06** In 2025 and every subsequent year divisible by five (5), the President shall establish a special committee to conduct a general review of the Bylaws of the Association.
- 16.07** In the event any provision of these Bylaws is in any manner determined to be inconsistent with, or in violation of, the fundamental and paramount principle of the Association set forth in clause 2.02 above, then upon such determination being made by the Board acting reasonably, such provision shall be deemed to be void ab initio and of no force and effect, and such provision shall be deemed to be struck from these Bylaws without further notice or approval by the Regular Members. Further, the Regular Members and the Board shall take such steps and grant such approvals as are necessary to ensure the Bylaws are formally amended, approved and filed with Corporate Registry to reflect same.

**SCHEDULE "B"**

**REDLINE COMPARE OF THE BYLAWS**

**~~ALBERTA URBAN MUNICIPALITIES ASSOCIATION~~**

**BYLAWS**

**Article ~~11~~ - NAME AND DEFINITIONS**

- 1.03** The name of the Association (herein referred to as the "Association") ~~is currently shall be~~ the Alberta Urban Municipalities Association, which may be amended from time to time in accordance with the governing legislation and the terms hereof, referred to in these Bylaws as the "Association."
- 1.04** In these Bylaws, in addition to any other definitions contained herein, save where the contrary is expressed:
- a. **"Act"** means the *Societies Act* (Alberta) and any statute that may be substituted therefor, and the regulations made thereunder, as from time to time amended, and in the case of such amendment, reference in the Bylaws shall be read as referring to the amended provisions thereof;
  - b. **"appoint"** includes "elect" and *vice versa*;
  - c. **"Affiliate Member"** has the meaning set forth in clause 4.02(c);
  - d. **"Associate Member"** has the meaning set forth in clause 4.02(b);
  - e. **"Association"** means the Alberta Urban Municipalities Association or such other name that it is legally changed to;
  - f. **"Board"** means the Board of Directors of the Association, as constituted from time to time;
  - g. **"Bylaws"** means these Bylaws and all other Bylaws of the Association from time to time in force and effect;
  - h. **"Chief Executive Officer"** means the person referred to in Article ~~13~~~~III~~ hereof that is duly appointed as the chief executive officer of the Association by the Board from time to time;
  - i. **"Director"** means a person who is from time to time duly elected or appointed as a Director of the Association;
  - j. **"Elected Representative"** means a member of the council of a Regular Member, elected pursuant to the MGA;
  - k. **"Good Standing"** means a member in respect of whom the Association has received the membership fee for the current membership year or, in the case of a Regular Member, evidence of intention to pay satisfactory to the Board has been received;
  - l. **"MGA"** means the *Municipal Government Act* (Alberta) and any statute that may be substituted therefor, and the regulations made thereunder, as from time to time amended, and in the case of such amendment, reference in the Bylaws shall be read as referring to the amended provisions thereof;
  - m. **"Officers"** means the officers of the Association including the elected or appointed officers that are elected or appointed by the membership as per the terms hereof, namely the President and Vice-Presidents (herein also referred to as the **"elected Officers"**), as well as those officers appointed by the Board, such as the Chief Executive Officer, and such other persons as would be construed as "officers" at law by reason of their senior roles of management with the Association.
  - n. **"Regular Member"** and **"Regular Membership"** have the meanings set forth in clause 4.02(a);

- o. **"Returning Officer"** has the meaning set forth in clause 7.01;
- p. **"Special General Meeting"** means a meeting of the membership other than the annual general meeting;
- q. **"Special Resolution"** has the meaning set forth in the Act.

#### **Article 2H - PURPOSE OF BYLAWS**

- 2.01 The purpose of these Bylaws is to conform to the provisions of the Act and to set out the Association's membership, participation and leadership structures and processes to facilitate the Association's ability to provide leadership in advocating for legislation and programs to the Alberta and Canadian governments and to other organizations that support effective municipal governance and municipal interests in general, and to provide services that address the needs of its membership.
- 2.02 These Bylaws establish, and shall continue to establish in each and every year of the Association's existence, a fundamental and paramount principle that the Association is owned and controlled, directly or indirectly, by the Regular Members (as referenced in Article 4IV) of the Association in every material way, and that the Association's Bylaws, or any other constating document of the Association, shall be interpreted by the Association's Members, any court of competent jurisdiction and any taxing authority having jurisdiction, in a manner consistent with this fundamental and paramount principle.

#### **Article 3III - GENERAL**

- 3.01 The Board may establish procedures for convening any meeting referred to in these Bylaws by electronic or other communication facilities including a conference telephone call, video-conferencing, facsimile, e-mail or such other technology as may become available.
- 3.02 Notwithstanding anything in these Bylaws, if by virtue of severe weather conditions, a pandemic or other emergency reason that is generally applicable, it is impossible for a quorum to participate in any scheduled or required meeting, then:
  - a. the time for undertaking any action, and
  - b. the terms of office of the Directors, President and Vice-Presidents,
 shall be extended until the meeting can be reconvened.
- 3.03 When written notice is required to be provided under these Bylaws, the notice may be given by mail, facsimile or other electronic means which enables the recipient to review the entire text of the notice.
- 3.04 The Association shall comply with the governing privacy legislation to the extent it is applicable to the Association and/or its activities.

#### **Article 4IV - MEMBERSHIP**

- 4.01 Any municipality, organization or business which:
  - a. desires to further one or more oObjects of the Association,
  - b. qualifies under a membership category described in clause 4.02, and
  - c. pays the relevant membership fee,

may become a member of the Association, but subject to Board approval where clauses 4.02(a)ii, ~~4.02(a)iii~~ and 4.05 are applicable, and subject to clause 4.09 as it pertains to reinstatement.

**4.02** The categories of membership are:

- a. REGULAR MEMBERSHIP, such members being referred to as "**Regular Members**", which shall be available to:
  - iv. any city, town, village, summer village, or specialized municipality located in Alberta; ~~and~~
  - v. upon Board approval, any successor municipality of a Regular Member referred to in subsection i. above, including any municipal district or county if the municipal district or county is the successor municipality thereof; and
  - ~~v.~~ vi. upon Board approval, any applying improvement district or Special Area, located in Alberta;
- b. ASSOCIATE MEMBERSHIP, such members being referred to as "**Associate Members**", which shall be available to:
  - i. any municipality other than a municipality referred to in clause 4.02(a)i;
  - ii. any organization wholly owned by one or more municipalities that are eligible to be Regular Members or Associate Members, any municipally-related non-profit organization or special purpose board or commission;
  - iii. any municipally-related non-profit organization or special purpose board or commission that provides a reciprocal membership that has been approved by the Board; and
  - ~~iii.~~ iv. any other local authority or related non-profit organization incorporated pursuant to provincial legislation; located in or outside Alberta;
- c. AFFILIATE MEMBERSHIP, such members being referred to as "**Affiliate Members**", which shall be available to any company, organization or individual, in or outside of the Province of Alberta.

**4.03** The classifications of Regular Members for the purposes of determining Board representation under Articles ~~ZVII~~ and ~~8VIII~~ are as follows:

- a. cities with populations over 500,000;
- b. cities with populations up to 500,000;
- c. towns;
- d. villages; and
- e. summer villages.

**4.04** For purposes of determining membership classification, a specialized municipality, municipal district or county shall be classified according to its population such that if it has a population equal to or greater than the population thresholds set out in applicable provincial legislation, or as otherwise determined by the Government of Alberta, in relation to:

- a. a city, it shall be considered a city;
- b. a town, it shall be considered a town;
- c. a village, it shall be considered a village; and

if less than the population set out for a village, it shall be considered a summer village.

~~For purposes of determining membership classification, a specialized municipality, municipal district or county shall be classified according to its population such that if it has a population equal to or~~

~~greater than the population thresholds set out in applicable provincial legislation or as otherwise determined by the Government of Alberta, in the MGA in relation to:~~

- ~~(a) — a city, it shall be considered a city;~~
- ~~(b) — a town, it shall be considered a town;~~
- ~~(c) — a village, it shall be considered a village; and~~  
~~if less than the population set out for a village, it shall be considered a summer village.~~

**4.05** The Townsite of Redwood Meadows, the Special Areas Board and an improvement district are eligible for inclusion, upon Board approval, in the classification of Regular Membership appropriate to its population.

**4.06** (1) Subject to sub-clause (2), any member may withdraw from membership in the Association at any time by notice in writing.

(2) A Regular Member which wishes to withdraw from membership in the Association shall provide at least twelve (12) months' notice in writing to the Association accompanied by a certified copy of the resolution of council.

(3) Any notice of withdrawal of membership shall be presented to the Board.

(4) A member which withdraws from membership is not entitled to reimbursement of any membership fees.

**4.07** The membership year is the calendar year.

**4.08** For purposes of this section, "Association activities" means all activities of the Association under its mandate other than business services, and "business services", for the purposes of these Bylaws, shall mean the provision, directly or indirectly, of certain products or services by the Association to its members which shall typically be through a service delivery entity owned by or related to the Association. With respect to access to these activities and services:

- a. Regular Members - Regular Members are entitled to participate in all Association activities and business services, including the right to vote as set forth in Article ~~5V~~;
- b. Associate Members - Associate Members are entitled to participate in business services and may, on conditions set by the Board from time to time, be entitled to participate in some or all Association activities, but, for greater clarity, such participation shall not include the right to vote on Association matters;
- c. Affiliate Members - Affiliate members are ~~not~~ entitled to participate in business services ~~and~~ but may, on conditions set by the Board from time to time, be entitled to participate in some or all Association activities, but, for greater clarity, such participation shall not include the right to vote on Association matters.

**4.09** If a member ceases to be a member in Good Standing:

- a. ~~municipalities or organizations that are Regular or Associate Members~~ such member shall not be entitled to participate in Association activities nor have any voting rights under Article ~~5V~~ but Regular or Associate Members shall be entitled to participate in the Association's business services;
- b. for a period exceeding six (6) months, the member may be expelled from the Association upon approval thereof by the Board, effective immediately upon notice from the Association to the Regular Member. Thereafter the member shall not be entitled to

participate in Association activities or enjoy membership privileges until the member has been brought into Good Standing and reinstated upon approval of the Board.

#### **Article 5V – VOTING RIGHTS AT MEMBERS’ MEETINGS**

- 5.01** The voting rights of a Regular Member in Good Standing of the Association at any annual general meeting or Special General Meeting shall be equal to one (1) vote for and by each Elected Representative of such Regular Member that is in attendance at such meeting.
- 5.02** For greater clarity, subject to clause 5.01, the maximum number of votes available to a Regular Member shall depend on the number of Elected Representatives it has on its council at the relevant time.

#### **Article 6VI - NOMINATIONS**

- 6.01** Nominations for Directors and elected Officers shall be conducted in accordance with the election procedures established by the Returning Officer designated pursuant to clause 7.01.
- 6.02** To be eligible for nomination, a person must at a minimum:
- a. be an Elected Representative of a Regular Member in Good Standing,
  - b. submit a completed nomination in the form prescribed by the Returning Officer, and
  - c. be nominated by at least two other Elected Representatives of Regular Members in Good Standing.
- Further, for the President or Vice-President positions, the nomination must be approved by a motion of the council of the Regular Member that the nominee is an Elected Representative of.
- 6.03** A municipality shall not have more than one Elected Representative serving in a Director position, except for the Cities of Edmonton and Calgary. In the event more than one Elected Representative from a municipality is nominated, the municipality’s council needs to approve a motion for only one nominee.
- 6.04** The persons making a nomination and the person being nominated must be eligible to vote in the election for which the nomination is being made.
- 6.05** The Association shall have five (5) Vice-Presidents who shall be elected or appointed according to a classification system that is slightly modified from that set forth in clause 4.03, with the applicable classifications for which a Vice-President shall be appointed, or elected being as follows:
- a. the City of Calgary;
  - b. the City of Edmonton;
  - c. cities with populations up to 500,000;
  - d. towns; and
  - e. villages and summer villages.
- A person eligible for nomination as Vice-President for a classification must also be elected or appointed as a Director in the classification.
- 6.06** The President shall also be a Director but not a Director that has been appointed or elected pursuant to clause 8.02 in relation to a classification.



## **Article 7VII - ELECTIONS**

- 7.01** The Board shall designate a person to be the "Returning Officer" who shall be responsible for the fair and proper conduct of elections.
- 7.02** The Returning Officer shall establish and publish election procedures in accordance with these Bylaws and any applicable policies and procedures adopted by the Board from time to time.
- 7.03** Elections of Directors and elected Officers shall be held at the annual general meeting.
- 7.04** The Regular Members eligible to vote on the election or appointment of the Directors and elected Officers through their respective Elected Representatives are as follows:
- a. President – For the President of the Association, all persons that meet the voting requirements under Article 5V;
  - b. Vice-Presidents – For each Vice-President, only those persons that: (i) are Elected Representatives of Regular Members that fit within the relevant classification, as set forth in clause 6.05, for which the Vice-President is being elected, and (ii) that otherwise meet the voting requirements under Article 5V;
  - c. Directors – For each Director, only those persons that: (i) are Elected Representatives of Regular Members; (ii) where in relation to a classification, only those Elected Representatives of Regular Members that fit within the relevant classification as set forth in clause 4.03, and, if a town or village, the electoral zone for which the Director is being elected, and (iii) that otherwise meet the voting requirements under Article 5V.

## **Article 8VIII – DIRECTORS AND OFFICERS**

- 8.01** The Association shall have a Board consisting of fifteen (15) Directors. For greater clarity, one of whom shall also be the President.
- 8.02** The number of Directors representing each classification is:
- a. two (2) Directors appointed by the City of Calgary, one of whom shall be designated by the City as Vice-President for Calgary;
  - b. two (2) Directors appointed by the City of Edmonton, one of whom shall be designated by the City as Vice-President for Edmonton;
  - c. three (3) Directors representing cities with populations up to 500,000;
  - d. three (3) Directors representing towns;
  - e. three (3) Directors representing villages;
  - f. one (1) Director representing summer villages;
- for an aggregate total of fourteen (14) Directors elected or appointed in relation to a classification.
- 8.03** The Directors representing towns and villages shall be elected according to electoral zones designated by the Board.
- 8.04** The Board shall establish the electoral zones for towns and villages as follows:
- a. towns shall be grouped into three zones, designated as towns east, west and south, and otherwise in such a manner that the number of towns in each zone is approximately the same;
  - b. villages shall likewise be grouped into three zones, designated as villages east, west and south, in such a manner that the number of villages in each zone is approximately the same;
- The Board shall publish the electoral zone information on its website by June 30 in each year except where there are no changes from the previous year.

- 8.05** The following applies to the term of office for each position on the Board:
- a. it commences at the organizational meeting of the Board following the annual general meeting, and
  - b. it continues until the ~~end of the applicable~~ as per the terms of office in clause 8.06 annual general meeting at which time the position is available for election.
- 8.06** The terms of office for the positions of Directors and elected Officers are as follows:
- a. President - Two (2) years;
  - b. Vice-President - One (1) year;
  - c. Director - Two (2) years.
- For greater clarity, Directors and elected Officers may be re-elected for one or more successive terms, provided they are otherwise eligible for the position.
- 8.07** (1) The term of office for the following Director positions shall begin in odd numbered years:
- a. one (1) Calgary Director;
  - b. one (1) Edmonton Director;
  - c. two (2) for cities with populations up to 500,000;
  - d. towns east;
  - e. villages south;
  - f. summer villages.
- (2) The term of office for the following Director positions shall begin in even numbered years:
- a. one (1) Calgary Director;
  - b. one (1) Edmonton Director;
  - c. one (1) for cities with populations up to 500,000;
  - d. towns west and south;
  - e. villages east and west.
- 8.08** (1) A President who is no longer an Elected Representative immediately ceases to be President and a member of the Board.
- (2) A Director who is no longer an Elected Representative immediately ceases to be a member of the Board.
- ~~(3) In the case of either (1) or (2) above, if the period until the next annual general meeting is longer than three (3) months, the position shall be deemed to be vacant.~~
- 8.09** Should the legal municipal status change of the municipality of which a Director is an Elected Representative:
- a. the Director is eligible to remain in the position until the next annual general meeting, and
  - b. if the term of office for the position does not expire at the end of the next annual general meeting, a by-election shall be held at the next annual general meeting to fill the position for the remainder of the term.
- 8.10** Should the office of the President become vacant, the remaining Board shall forthwith appoint a member of the Board to serve as President until the next annual general meeting.
- 8.11** (1) Should a vacancy occur in a Director position other than a Director appointed by the City of Calgary or the City of Edmonton or in a Vice-President position, then:
- a. the Board may appoint a replacement to serve until the next annual general meeting, and

- b. if the term of office for the position does not expire at the end of the next annual general meeting a by-election shall be held at the next annual general meeting to fill the position for the remainder of the term.

(2) Should a vacancy occur in a Director position or a Vice-President position appointed by the City of Calgary or the City of Edmonton, the relevant city may appoint a replacement for the remainder of the term of office of the position.

**8.12** A person appointed to fill a vacancy in any position must be eligible for election to that position if an election were held.

**8.13** In carrying out the rights and responsibilities of a Director or Officer, every Director and Officer of the Association shall:

- a. act honestly and in good faith with a view to the best interests of the Association,
- b. exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances,
- c. comply with the applicable law including the Act, its regulations as well as with the objects, Bylaws, policies and procedures adopted by the Association,
- d. maintain the confidentiality of all Association information given to such Director or Officer that is considered confidential, except in the following circumstances:
  - v. the confidential information is in or subsequently enters the public domain through no action of the Director or Officer; or
  - vi. the confidential information is required to be disclosed by law, \_\_\_\_\_and if the Director or Officer receives Association information that is \_\_\_\_\_considered confidential from:
    - vii. such person's own independent sources; or
    - viii. any third party not under an obligation to keep the information ~~c~~Confidential, the Director will disclose to the Board that such information has been received.

**8.14** A member of the Board ceases to be a Director if:

- a. the person is disqualified from ~~c~~Council pursuant to ~~s~~Section 174(1) of the MGA, or
- b. the person misses three consecutive regular meetings of the Board, upon approval by the Board of the Director's removal, effective immediately upon notice from the Association to the Director.

**8.15** The Board may, by resolution passed by at least three fourths (3/4) of the votes cast by those eligible to vote, remove a Director from the Board effective as of the date of the resolution or such later date as resolved by the Board. The provisions of clause 9.05 regarding notice and an opportunity to be heard apply to a resolution under this clause.

## **ARTICLE ~~9~~X - DISQUALIFICATION OF DIRECTORS**

**9.01** In this Article:

- a. "Director's family" means the Director's spouse or adult interdependent partner, the Director's children, the parents of the Director and the parents of the Director's spouse or interdependent partner;
- b. "spouse" means:
  - i. the spouse of a married person, and

- ii. does not include a spouse who is living separate and apart from the other spouse if the spouses have separated pursuant to a written separation agreement or if their support obligations and family property have been dealt with by a court order.

**9.02** (1) A member of the Board has a pecuniary interest in a matter if:

- a. the matter could monetarily affect the Director or an employer of the Director, or
- b. the Director knows or should know that the matter could monetarily affect the Director's family.

(2) For the purposes of subsection (1), a person is monetarily affected by a matter if the matter monetarily affects:

- a. the person directly,
- b. a corporation, other than a distributing corporation (as defined under the governing legislation), in which the person is a shareholder, director or officer,
- c. a distributing corporation in which the person beneficially owns voting shares carrying at least 10% of the voting rights attached to the voting shares of the corporation or of which the person is a director or officer, or
- d. a partnership or firm of which the person is a member.

(3) A Director does not have a pecuniary interest by reason only of any interest:

- a. that the Director or a member of the Director's family may have by reason of being appointed by the Board as a director of a company incorporated for the purpose of carrying on business for and on behalf of the Association or by reason of being appointed as the representative of the Board on another body;
- b. that the Director or member of the Director's family may have with respect to any allowance, honorarium, remuneration or benefit to which the Director or member of the Director's family may be entitled by being appointed by the Board to a position described in clause a.);
- c. that the Director may have with respect to any allowance, honorarium, remuneration or benefit to which the Director may be entitled by being a Director; or
- d. that is so remote or insignificant that it cannot reasonably be regarded as likely to influence the Director.

**9.03** (1) When a Director, or a Regular Member of which the Director is an Elected Representative, has a pecuniary interest in a matter before the Board, a Board committee or any other body to which the Director is appointed as a representative of the Board, the Director must, if present:

- a. disclose the general nature of the pecuniary interest prior to any discussion of the matter,
- b. abstain from voting on any question relating to the matter,
- c. abstain from any discussion of the matter, and
- d. subject to subsection (2), leave the room in which the meeting is being held until discussion and voting on the matter are concluded.

(2) If the matter with respect to which the Director, or the Regular Member of which the Director is an Elected Representative, has a pecuniary interest is the payment of an account for which funds have previously been committed, it is not necessary for the Director to leave the room.

**9.04** (1) A Director ceases eligibility to be a Director if the Director:

- a. takes part in a decision of the Board knowing that the decision might further a private interest of:
  - i. the Director,
  - ii. a corporation, firm or partnership referred to in clause 9.02(2), or

- iii. a Regular Member of which the Director is an Elected Representative,
- b. where applicable, does not declare an interest and withdraw from a meeting without voting on or discussing a matter before the Board which might further a private interest referred to in clause (a)i., ii. or iii. above, or
- c. accepts:
  - i. a fee of any amount other than a fee or honorarium paid by the Association for the Director's services as a Director, or
  - ii. a gift or other benefit having a value of more than the maximum determined by the Board from time to time where such amount is received because the Director is a Director.

(2) Subsection (1)~~(c.)~~ does not apply if a Director is invited to attend an event or function as a representative of the Association and the Director discloses such attendance and payment in a manner approved by the Board from time to time.

**9.05** (1) A meeting of the Board may be called under clause 10.01 to determine whether a Director is no longer eligible to be a Director under this Article.

(2) The Director:

- a. shall be given notice of a meeting of the Board called under this section;
- b. upon request:
  - i. shall be given particulars of the grounds on which it is alleged that the Director has ceased eligibility to be a Director;
  - ii. shall be given an opportunity to make representations to the Board in writing or in person, or by legal counsel, or any combination of the foregoing;
- c. is not entitled to be present while the Board discusses the question whether or not the Director has ceased eligibility to be a Director.

**9.06** (1) Upon determination by the Board that the Director has ceased eligibility to be on the Board, the Association shall provide notice to the Director of the Director's removal from the Board effective the date thereof.

(2) The provisions of Article ~~8~~<sup>IV</sup> relating to the filling of vacancies on the Board until the next annual general meeting apply to filling a vacancy under this Article.

**9.07** A Director, by accepting appointment or election as a Director, agrees the Director will not be entitled to assert any claim or bring any legal action, whether for defamation or any other cause of action, against the Association or any Officer, Director or employee of the Association, in respect of anything done by any of them in good faith pursuant to this Article.

## **Article ~~10~~<sup>X</sup> - POWERS AND DUTIES OF THE BOARD**

**10.01** Meetings of the Board shall be held as follows:

- a. pursuant to a regular schedule of meetings set by the Board ~~at its organizational meeting following the annual general meeting,~~ or
- b. at the call of the President, or
- c. upon the written request of four (4) Directors with at least 72 hours notice.

**10.02** A quorum of the Board is eight (8) members.

- 10.03** At meetings of the Board, each Director present shall have one vote and, in the case of a tie, the motion shall be lost. A resolution in writing signed by all of the Directors, shall be valid and effectual as if it had been passed at a meeting of Directors duly called and constituted.
- 10.04** The Board has the authority to manage, or supervise the management of, the affairs of the Association. The Board has the authority and responsibility to carry out as appropriate, or delegate to its committees, the powers and duties conferred upon it by the Association and by law.
- 10.05** If the Board establishes and prescribes the terms of reference for any committee, or delegates that authority to the Executive Committee, the persons appointed as committee members may be:
  - a. Directors,
  - b. Elected Representatives of members,
  - c. other persons, and/or
  - d. any combination of the above.
- 10.06** Members of the Board and Executive Committee shall receive an honorarium for their service and shall be reimbursed for expenses reasonably incurred in performing their duties on the Board or Executive Committee.
- 10.07** The Board shall have authority on behalf of the Association to approve and adopt policies and procedures from time to time relating to the Association and its operations.
- 10.08** In addition to the duties otherwise set forth herein, and for greater clarity, in exercising its operational authority, the Board, and each Director and Officer, shall comply with the then current objects, bylaws, policies and procedures of the Association.

**Article ~~11~~XI - EXECUTIVE COMMITTEE**

- 11.01** The Executive Committee, also referred to as the Executive, shall consist of the President and the Vice-Presidents and may also include such other Directors of the Association that the Board may approve to be part of the Executive.
- 11.02** A quorum for Executive Committee meetings shall consist of three (3) members of the Executive.
- 11.03** The Executive Committee shall have all the powers of the Board between meetings of the Board on emergent and time sensitive issues in accordance with such rules as the Board may adopt provided that the Executive may only provide recommendations to the Board, and shall not determine, the following:
  - a. the employment or termination of the Chief Executive Officer of the Association,
  - b. the amount of membership fees under clause 15.04, and
  - c. borrowing money under clauses 15.06 and 15.07.
- 11.04** The Executive Committee shall report any action taken under clause 11.03 at the next meeting of the Board.
- 11.05** The President and the Vice-Presidents of the Association shall have the duties and powers set forth in these Bylaws as well as those associated with their position as set forth below:
  - a. President – The President of the Board shall, when present, preside at all meetings of the Board and of the members. The President shall, subject to the authority of the Board, have general supervision of the activities and affairs of the Association and shall have such other duties and powers as the Board may specify;

- b. Vice-Presidents – If the President is absent or is unable or refuses to act, one of the Vice-Presidents shall preside at the meetings of the Board and of the members. The duty to preside in the President's absence shall be undertaken by the Vice-Presidents on a rotation that is approved by the Board. The Vice-Presidents shall have such other duties and powers as the Board may specify.

#### Article ~~12X~~H - MEETINGS

- 12.01 The annual general meeting of the Association shall be held at such time and place as the Board may determine.
- 12.02 Written notice of the date of the annual general meeting shall be provided to each Regular Member and the Association's auditor not less than twenty-eight (28) days prior to the date of the meeting.
- 12.03 A Special General Meeting of the Association may be held at the call of five (5) percent of the Regular Membership or by two-thirds (2/3) vote of all the Board and written notice shall be provided to each Regular Member not less than fourteen (14) days before the date of the meeting except where a matter is to be decided by a Special Resolution in which case the notice period set forth in clause 16.03 shall apply.
- 12.04 A quorum at an annual general meeting or Special General Meeting shall be representation from twenty-five percent (25%) of the Regular Members in Good Standing and the quorum shall be determined within fifteen minutes of the posted starting time of the meeting. For the purposes of this determination, a Regular Member shall be deemed to be represented if:
  - a. at an annual general meeting, one of its Elected Representatives is registered to attend the annual Association's conference and annual general meeting, regardless of whether such Elected Representative attends the said meeting;
  - b. at a Special General Meeting, one of its Elected Representatives is in attendance.
- 12.05 The President or, where applicable, a Vice-President or such other Director approved by the Board, shall chair the annual general meeting and any Special General Meeting.
- 12.06 The persons entitled to speak at an annual general meeting or Special General Meeting are:
  - a. those Elected Representatives in attendance whose municipalities are Regular Members of the Association in Good Standing,
  - b. in the event a Regular Member is unable to be represented at the annual general meeting or a Special General Meeting by an Elected Representative, an official appointed by motion of the Council to represent it, provided that notice of such appointment is submitted in writing to the Chief Executive Officer at least three (3) days prior to the date of the annual general meeting or Special General Meeting, and for greater clarity, such person shall not have any voting rights,
  - c. upon a motion from the floor, a representative of an Associate Member, and
  - d. the Association's auditor and such other person(s) upon consent or invitation of the chair of the meeting.
- 12.07 Except as otherwise provided in these Bylaws, the rules of procedure to be followed at meetings of the Board, the annual general meeting and any Special General Meeting shall be formal in nature following, generally speaking, the applicable procedures set forth in "Robert's Rules of Order, Newly Revised" with deviations as deemed appropriate by the meeting's chair, to facilitate consensus, discussion and collaboration.

#### **Article ~~13~~XIII - CHIEF EXECUTIVE OFFICER**

- 13.01** The Board shall appoint a Chief Executive Officer to manage the affairs of the Association. For greater clarity, the Chief Executive Officer shall not be a Director of the Association.
- 13.02** The Chief Executive Officer, as the chief officer of the Association and any of its subsidiaries, ensures that the policies and programs of the Association are implemented, and performs the duties and functions and exercises the powers assigned to the Chief Executive Officer by the Board.
- 13.03** The Chief Executive Officer may cause the Association to employ any staff required within the expenditure authority included in the Association's budget.

#### **Article ~~14~~XIV - SIGNING AUTHORITY**

- 14.01** After minutes are approved by the Board in relation to Board meetings and by the Regular Members in relation to membership meetings, the minutes shall be signed by the Chief Executive Officer to indicate such approval.
- 14.02** Except where otherwise authorized herein, the Board shall designate signing authorities for any financial or other instrument, contract, document or agreement requiring the signature of the Association and grant authorizations for the use of the seal by Board resolution or in one or more Board approved policies.

#### **Article ~~15~~XV - FINANCIAL AFFAIRS**

- 15.01** The fiscal year of the Association shall be the calendar year unless otherwise approved by the Board.
- 15.02** Before the end of each fiscal year, the Board shall approve a budget for the next fiscal year which shall include revenues at least sufficient to pay the estimated expenditures.
- 15.03** The Board may approve an interim budget for part of the next fiscal year.
- 15.04** The Board shall annually determine a method of calculating membership fees which will generate the membership fee revenue projected in the budget.
- 15.05** If any number of Regular Members agree to undertake a special initiative, the Board may levy a special fee on those members to raise the required revenue.
- 15.06** The Board shall have the power and authority to cause the Association to borrow money for operating purposes, and to give security therefor, in an amount not in excess of sixty percent (60%) of annual fees or special assessments then levied or assessed by the Association to its membership but not yet collected.
- 15.07** By a two-thirds (2/3) majority vote of the Board, the Association may borrow for capital purposes on such terms as the Board determines appropriate.
- 15.08** The Association may draw, make, accept, endorse, execute and issue promissory notes, bills of exchange and other negotiable instruments.
- 15.09** The books and records of the Association shall be available for the inspection by any Regular Member of the Association at the Association's office during normal business hours except



confidential information of the Association which may only be disclosed upon Board approval and on such terms as are required by the Board.

- 15.10** In the event the Association is wound up or dissolved, the Association shall obtain and comply with the required authorizations and processes referenced in the Act. Further, in such event, all of its remaining assets after payment of its liabilities, if any, shall be paid to such registered and incorporated non-profit organization or organizations with purposes similar to those of the Association as a majority of the Regular Members determine and in no event shall any mMember become entitled to any remaining assets of the Association.
- 15.11** The Board shall appoint by resolution an independent firm of chartered professional accountants as the Association's auditor to audit the annual financial statements of the Association and an audited annual financial statement shall be submitted to each annual general meeting.
- 15.12** The Association may acquire by gift or purchase and have, possess, and enjoy land, tenements, rents, annuities, and other property of any kind whatsoever within the Province of Alberta.
- 15.13** The Association may from time to time sell, alienate, exchange, mortgage, let, lease or otherwise dispose of any part of its real or personal estate.
- 15.14** Every Director and Officer of the Association and their heirs, executors and administrators, respectively, shall be deemed to have assumed office on the express understanding and agreement and condition that each shall, from time to time and at all times, be indemnified and saved harmless out of the funds of the Association from and against:
- a. all costs, charges, damages and expenses whatsoever, including without limitation, an amount paid to settle an action or satisfy a judgment, which they sustain or incur in or about any action, claim, suit or proceeding which is brought, commenced or prosecuted against them by reason of being or having been a Director or Officer of the Association or who acts or acted at the Association's request as a director or officer of another entity in which the Association had a material interest or in respect of any act, omission, deed, matter or thing whatsoever made, done or permitted by them in or about the execution of the duties of their office; and
  - b. all other costs, charges, damages and expenses which they sustain or incur in or about or in relation to any act, omission, deed, matter or thing whatsoever made, done or permitted by them in or about the execution of the duties of their office;
- except such costs, charges, damages and expenses as are occasioned by their own willful misconduct or dishonesty and except in respect of an action by or on behalf of the Association or other said entity to procure a judgment in its favour.
- 15.15** The Association shall purchase and maintain, or otherwise ensure, there is directors' and officers' liability insurance for the benefit of the Directors and Officers of the Association, in such amounts and with such insurers as the Board may from time to time determine appropriate.

#### **Article ~~16~~<sup>XVI</sup> - AMENDMENTS**

- 16.01** The Board or a Regular Member may propose a Special Resolution, as required by the Act, to amend these Bylaws.
- 16.02** A proposed Special Resolution may be considered at the annual general meeting or at a Special General Meeting.

- 16.03** Written notice of a proposed Special Resolution shall be provided to each Regular Member not less than twenty-eight (28) days before the meeting at which the Special Resolution is to be considered.
- 16.04** An amendment to the Bylaws shall not be made unless approved by Special Resolution.
- 16.05** Notwithstanding any other provision contained in these Bylaws, every Special Resolution to amend these Bylaws shall contain the following preamble:

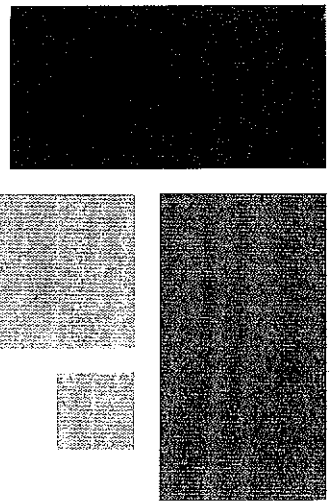
“WHEREAS the following proposed amendment has been submitted to the Association only after taking into consideration:

- a. the Association’s fundamental and paramount principle of ownership and control of the Association by its Regular Members; and
- b. the Association’s tax-exempt status under para. 149(1)(d.5) of the *Income Tax Act*, (Canada) as discussed by the Canada Revenue Agency in its letter dated March 14, 2007,

and that the proposed amendment herein will not, by its nature, content or description, compromise, modify, alter, affect or change in any way the fundamental and paramount principle of the Association (the Association being owned and controlled by its Regular Members only) or the Association’s tax-exempt status under para. 149(1)(d.5) of the *Income Tax Act*, (Canada) as same may be amended from time to time.”

For greater clarity, failure to include the above preamble shall not invalidate a Special Resolution approved in accordance with these Bylaws and the governing law.

- 16.06** In 2025 and every subsequent year divisible by five (5), the President shall establish a special committee to conduct a general review of the Bylaws of the Association.
- 16.07** In the event any provision of these Bylaws is in any manner determined to be inconsistent with, or in violation of, the fundamental and paramount principle of the Association set forth in clause 2.02 above, then upon such determination being made by the Board acting reasonably, such provision shall be deemed to be void *ab initio* and of no force and effect, and such provision shall be deemed to be struck from these Bylaws without further notice or approval by the Regular Members. Further, the Regular Members and the Board shall take such steps and grant such approvals as are necessary to ensure the Bylaws are formally amended, approved and filed with Corporate Registry to reflect same.



August 29, 2022

His Worship Mayor Darcy J. Burke  
P.O. Box 294  
Rockyford, AB T0J 2R0

Dear Mayor Burke:

**Re: Alberta Municipalities Distinguished Service Award**

Congratulations on behalf of the Alberta Municipalities Board of Directors! I am pleased to advise that you have been chosen to receive the prestigious Alberta Municipalities Distinguished Service Award.

The Alberta Municipalities Distinguished Service Award recognizes Elected Officials who have served 20 or more years on an Urban Municipal Council.

We invite you to join us for the President's Dinner as we bring together past leaders of our association and celebrate this year's Alberta Municipalities Award Winners.

When: Tuesday, September 20 starting at 6:00 pm  
Where: Oak Room, Fairmont Palliser, Calgary

If you have any questions, please contact Anita Sookar at [Anita@abmunis.ca](mailto:Anita@abmunis.ca) or by telephone at 780-989-7406.

Sincerely,

A handwritten signature in cursive script, appearing to read "C. Heron".

Mayor Cathy Heron  
Alberta Municipalities President

cc: Her Worship Mayor Cathy Heron, Alberta Municipalities President  
Lori Miller, CAO, Village of Rockyford



Friday August 26, 2022

Wheatland Housing Management Body would like to thank everyone for your continued support for the building of our new hospice and seniors' lodge. We are still looking to locate our new facility on the site of the currently undeveloped land east of Kinsmen Lake.

To help advance our project the Wheatland Housing Management Body Board has hired an outside consultant (Derek Weiss) who has specific experience with the current funding/financing programs for affordable housing. The consultant has successfully delivered several other projects within our province, including the new seniors lodge that opened this year in Hinton Alberta. To watch a video on this project, please go to Pine Valley Seniors Lodge – Exterior and Amenities – YouTube.

In June of this year, together with Derek Weiss, the housing board reviewed options related to capital costs, revenues and related funding and financing requirements. The National Housing Strategy and related programs managed by Canada Mortgage and Housing Corporation were also reviewed to understand the requirements and implications.

The new construction option of the National Housing Co-Investment Fund provides low-interest and forgivable loans to build new affordable housing. The fund prioritizes partnerships between governments, the private sector, and other partners.

For more information on the National Housing Strategy and Canada Mortgage and Housing Corporation please go to Guide Page- Strategy | Canada Mortgage and Housing Corporation ([CMHC-schl.bc.ca](http://CMHC-schl.bc.ca))

There are two key challenges for the project under review:

1. Assembly of capital through partner contributions, guarantees, donations and/or debt financing.
2. Refinement of the project cost needs to meet possible financial limitations.

Wheatland Housing Management Body will continue to provide regular updates. If you require further information or clarification, please contact:

Glenn Koester - [gkoester@telusplanet.net](mailto:gkoester@telusplanet.net)

Vickey Cook – [cao@whmb.ca](mailto:cao@whmb.ca)

## Lori Miller

---

**From:** Janice Hupper <jhupper@atb.com>  
**Sent:** Thursday, September 8, 2022 10:07 AM  
**To:** Janice Hupper  
**Subject:** Merchant Services - Class Action Lawsuit in Canada

Over the past few months, you may have heard a bit about a recent Class Action Suit pertaining to merchant services, and surcharges.

I wanted to take a moment and make sure that you have access to the information that you may need to decide if you will submit an application for your share of the settlement.  
The deadline for filing to be included is September 30, 2022.

If you accepted Visa and/or MasterCard credit cards as payment at any point since March 23, 2001 via merchant services (regardless of whether your provider was Moneris, or any of the other payment processors), then you could be eligible to receive a portion of the settlement funds.

The following link will provide you more information and insight into what the Class Action Suit is about, what the settlement options are, and how to prepare and submit your request to be added to the suit.

This is a legitimate option for any business or entity who processed merchant service payments (ie. MC or Visa) at any point since March 23, 2001. I am sending the information out to all of my clients, regardless of whether you currently have an existing merchant service setup..... it could be possible that you had the service in the past and would still be eligible.

Additionally, after October 6, 2022, there will be an option to apply a surcharge to Visa and MasterCard transactions. There is not a lot of information on this option at the moment, but will be happy to discuss once details are released.

If you have any concerns about whether this information can be trusted, or the links are safe to click on - please feel free to call me if you'd like to chat more about this topic.

[https://initiatives.cfib-fcei.ca/en-ca/credit-card-class-action-lawsuit?utm\\_term=mastercard%20class%20action%20lawsuit&utm\\_campaign=nd+-+Benefits+%26+Savings+-+E&utm\\_source=adwords&utm\\_medium=ppc&hsa\\_acc=4105405157&hsa\\_cam=17624913064&hsa\\_grp=136979746503&hsa\\_ad=607581973879&hsa\\_src=g&hsa\\_tgt=kwd-1245409589703&hsa\\_kw=mastercard%20class%20action%20lawsuit&hsa\\_mt=e&hsa\\_net=adwords&hsa\\_ver=3&gclid=Cj0KCQjwguGYBhDRARIsAHgRm4 ccT1a14BOvMxvjOroAfiV4jLga21Kes6XzVtPeMH59yhyHuA1h50aAkgrEALw wcb](https://initiatives.cfib-fcei.ca/en-ca/credit-card-class-action-lawsuit?utm_term=mastercard%20class%20action%20lawsuit&utm_campaign=nd+-+Benefits+%26+Savings+-+E&utm_source=adwords&utm_medium=ppc&hsa_acc=4105405157&hsa_cam=17624913064&hsa_grp=136979746503&hsa_ad=607581973879&hsa_src=g&hsa_tgt=kwd-1245409589703&hsa_kw=mastercard%20class%20action%20lawsuit&hsa_mt=e&hsa_net=adwords&hsa_ver=3&gclid=Cj0KCQjwguGYBhDRARIsAHgRm4 ccT1a14BOvMxvjOroAfiV4jLga21Kes6XzVtPeMH59yhyHuA1h50aAkgrEALw wcb)

**Janice Hupper**  
Relationship Manager  
ATB Business Solutions  
Payments | Deposits | Trade Finance

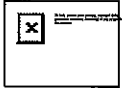
**Mobile** 587-228-6807  
West Tower, Eighth Ave Place  
Suite 600, 585 8th Ave SW  
Calgary, AB T2P 1G1  
ATB Merchant Helpline - 1-866-433-5204

Cash Management Support - 1-877-363-4855  
[atb.com](http://atb.com)

**For Administrative Inquiries:**

**Zobayda Syeda**  
**Payment & Deposit Support Specialist**  
**ATB Business Solutions**  
**Payments | Deposits | Trade Finance**  
**Mobile 403-325-0285 | Email: [zsyeda@atb.com](mailto:zsyeda@atb.com)**

**Please opt in or out of CASL consent [HERE](#)**  
**Online or Payments Support Help Desk: [1.877.363.4855](tel:1.877.363.4855)**



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## Put Money Back In Your Pocket!

How to claim money in a recent credit card class action settlement

### **Claim up to \$5,000 in a recent class action settlement!**

Has your business accepted Visa and/or Mastercard credit cards as payment at any point since March 23, 2001? You could be eligible to receive a portion of a multi-million dollar settlement in a class action lawsuit against Visa and Mastercard for restricting merchants' ability to surcharge or refuse higher cost ("premium") credit cards. **Applications for rebates are available until September 30th, 2022**, so make sure to apply fast!

We have also heard reports of third-party firms offering to handle applications for a fee. With no documentation required and our guidance, we're confident that you can handle the application process without the help of a third-party firm, meaning you can keep 100% of your settlement.

### **Eligibility**

**you're eligible to receive a portion of the settlement if you:**

- Were a merchant in Canada at any point between March 23, 2001, and September 2, 2021,
- Accepted Visa and/or Mastercard credit cards as payment for goods and services,
  - Incurred merchant discount fees, including interchange fees.

## How to Claim

Starting May 30, 2022, you can submit a claim through the Credit Card Class Action website. What you will need to know:

- Name
- Contact information
- Size of your business / annual revenues during the claim period (can be classified as a small, medium, or large business – see table below)
- Attestation that you collected credit card payments at some point since March 23, 2001 – more information to come on details of attestation requirements

**Note:** No documentation is required for merchants classified as “small businesses”.

[Claim Here](#)





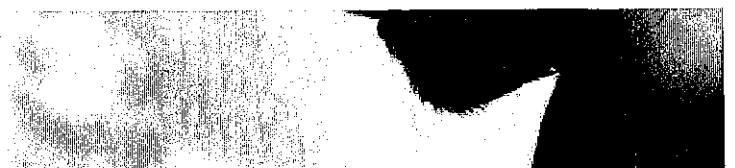


## Process

You will receive confirmation that your claim was submitted successfully. Your application will then be reviewed and either approved or denied.

If you are approved, you can expect to receive your funds before the end of 2022 by direct deposit **or** cheque (opting for a cheque will deduct \$2 from your claim).

If you are denied, you will receive a decision notice. No appeal process exists for small business claims. If you have any concerns, you can speak to the claim administrator.





## How Much You'll Receive

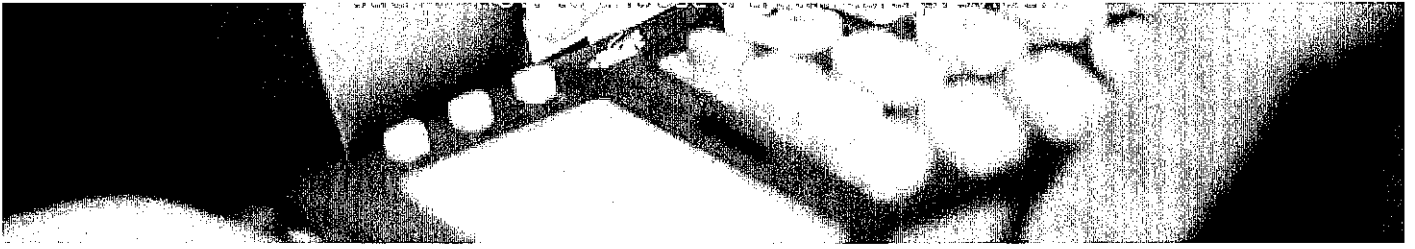
Merchant size	Average annual revenue over the claim period	Amount you can receive per year you incurred merchant discount fees
Small merchant	Less than \$5 million	\$30 / year (max \$600)
Medium merchant	Between \$5 million to \$20 million	\$250 / year (max \$5,000)
Large merchant	\$20 million +	\$250 / year

## CFIB TAKES ON THE CREDIT CARD INDUSTRY

Credit cards may be handy for consumers – but they can be expensive for merchants like you! Since 2008, CFIB has been negotiating with government and the credit card industry to level the playing field and lower processing fees for your business.

### How CFIB is helping merchants like you:





- Lower interchange fees
- No swipe fees on GST/HST
- More fairness for merchants on "chargebacks"
- No fees on prepaid cards and refunds

Join Now



## FAQ - How do I claim my money?

▼ When can I expect to receive my claim payout?

- > My business is now closed, am I still eligible?
- > What is the cost of submitting a claim to the settlement? Do I need a third-party provider?
- > What is the deadline to submit a claim to the settlement?
- > Can I appeal if my claim is rejected?
- > How do I report the settlement money in my taxes?
- > Who do I contact for issues or complaints with my claim?
- > How can I learn more about the lawsuit?

## FAQ - What is Surcharging and how do I start?

### ✓ How does the class action settlement tie into surcharging?

In the settlement of the lawsuit, credit card networks, such as Visa and Mastercard, agreed to allow merchants to pass on their added fees to customers. This option will become available October 6, 2022.

This changes the contract rules between the credit card networks and the merchants. Should you operate in Quebec, you will still not be able to surcharge as the provincial Consumer Protection Act does not allow it.

- > What is surcharging?
- > Can I charge a fee on Interac payments?
- > Is a surcharge the same as a convenience fee?
- > Can I surcharge my clients today?

# Save even more on your credit and debit processing costs with CFIB

Looking for fair contracts and even more savings? CFIB members have access to exclusive low rates with Chase, one of Canada's leading payment processors. Learn more [here](#) or speak to one of our Savings Program Specialists at 1-888-521-0223.

You can also speak to one of our Business Advisors at 1-833-568-2342 to ask any questions about the class action.

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September 12, 2022

# CALL TO ACTION TO THE GOVERNMENT OF ALBERTA

Dear Premier,

We are committed to ensuring Albertans live in safe communities that support their health and well-being. Communities where people have reliable access to critical health, social, public safety, and educational services. Ultimately, Albertans living in a safe and healthy community communicate those needs to the Government of Alberta, who listen and respond.

The Government of Alberta has lost the trust of its constituents in its pursuit of an Alberta Provincial Police Service (APPS) by not undertaking fulsome, open, and transparent consultations with all those affected. Albertans have stated loud and clear that they do not want a costly new police service, with an overwhelming 84% of Albertans wanting to keep and improve the Alberta RCMP.

In addition, the Government of Alberta has not released a detailed funding model explaining who would be paying the costs of this proposed transition. The vague Transition Study noted initial transition costs of \$366 million over six years, and, at minimum, an additional \$139 million each year, increasing with inflation. Municipalities know that most of these costs will be downloaded directly to them, forcing them to significantly increase residents' and businesses' taxes.

Municipalities and engaged Albertans continue to call on the Government of Alberta to improve rural police response times and increase resources available to the justice system. The Province's \$2 million Transition Study did not highlight how a new APPS would address any of these issues.

**We, the undersigned, call on the Government of Alberta to stop efforts and investment to advance the creation of an Alberta Provincial Police Service and instead invest in resources needed to:**

- *Improve current policing services to reduce response times and address rural crime by increasing the number of RCMP officers within communities*
- *Improve social services to address the root causes of crime (health, mental health, social and economic supports)*
  - *Expand Police and Crisis Teams with police and Alberta Health Services*
  - *Work with communities to provide targeted social supports*
- *Increase resources within the justice system*
  - *Ensure timely trials by prioritizing violent over non-violent crimes*
  - *Hire more Crown prosecutors and appoint more Provincial Court Judges*







**Organizations:**

National Police Federation  
Alberta Community Crime Prevention Association  
Alberta Union of Public Employees  
Clearwater Community Crime Watch  
Public Service Alliance of Canada – Prairies  
Union of Safety and Justice Employees  
Victim Services Alberta

**Cities:**

City of Wetaskiwin

**Towns:**

Town of Athabasca  
Town of Barrhead  
Town of Beaverlodge  
Town of Bon Accord  
Town of Bowden  
Town of Black Diamond  
Town of Blackfalds  
Town of Canmore  
Town of Claresholm  
Town of Coalhurst  
Town of Crossfield  
Town of Edson  
Town of Elk Point  
Town of Fairview  
Town of Fort Macleod  
Town of Grimshaw  
Town of High Level  
Town of High Prairie  
Town of High River  
Town of Innisfail  
Town of Irricana  
Town of Magrath  
Town of Mayerthorpe  
Town of McLennan  
Town of Millet  
Town of Penhold  
Town of Ponoka  
Town of Redwater  
Town of Spirit River  
Town of Swan Hills  
Town of Sylvan Lake  
Town of Tofield  
Town of Trochu  
Town of Two Hills  
Town of Vauxhall  
Town of Viking  
Town of Wainwright  
Town of Westlock

**Villages:**

Paradise Valley  
Village of Alliance  
Village of Berwyn  
Village of Big Valley  
Village of Breton  
Village of Carmangay  
Village of Caroline  
Village of Champion  
Village of Chipman  
Village of Clive  
Village of Coutts  
Village of Delia  
Village of Donnelly  
Village of Edgerton  
Village of Elnora  
Village of Girouxville  
Village of Hines Creek  
Village of Longview  
Village of Marwayne  
Village of Mynam  
Village of Nampa  
Village of Rosemary  
Village of Spring Break  
Village of Standard  
Village of Vilna  
Village of Waskatenau

**Summer Villages:**


Summer Village of Betula Beach  
Summer Village of Crystal Springs  
Summer Village of Ghost Lake  
Summer Village of Jarvis Bay  
Summer Village of Kapasiwin  
Summer Village of Lakeview  
Summer Village of Seba Beach  
Summer Village of Silver Sands  
Summer Village of Southview

**Counties:**

Big Lakes County  
Brazeau County  
Clearwater County  
County of Northern Lights  
County of St. Paul  
County of Wetaskiwin  
Northern Sunrise County  
Smoky Lake County

**Municipalities:**

Municipal District of Opportunity  
Municipal District of Peace  
Municipality of Crowsnest Pass



Council Committee Report  
August 2022  
Darcy J. Burke

Wadamsa

- Ongoing EMS delivery discussions
- Vulcan County EMS municipal delivery discussion
- All shifts filled for new rotation
- Continue to explore options for new units

WRC

- Operation and cashflows presented
- No update from legal on share structure etc
- Discussion from county to reduce rates, as they had to do a .15% increase to their ratepayers
- Another rural customer has been hooked up
- WRC provided support to Wheatland County during Murfield issues
- Audit complete and presented with a surplus

WFCSS

- Audit was presented with a surplus
- New office assistant hired
- Fall programs are ramping up

Note

- Councillor Goodfellow, Councillor Henke, Lori and myself attended the Standard Centennial and presented our plaque. FYI, we were the only village that attended and spoke and we were the only organization that made a presentation. We had a great afternoon and evening.

Council report  
Tyler Henke  
July/August 2022

No committee meetings were attended outside of council meetings and special meetings

Rockyford Library held a rodeo breakfast fundraiser in July and carshow in August, both were well attended and, by all reports, successful fundraisers.

Village of Rockyford Council report by Bill Goodfellow

July 5 regional partnership mtg in strathmore

Next meeting in village of Rockyford

Added and subtracted issues from action list

PRV, sidewalks, emergency tree removal ,cat review, roof repair at

PRP, cemetery survey , review of village office maintenance

Bruce McCloud tour & visit to village

Went to Standard centennial to present a plaque from village of Rockyford

Cemetery visit - determine if a survey was required

C A O review and approval

Posting of posters to area social media sites for PRP rental

Wheatland Housing - governance review and affordable housing

Cats round up of 70 cats and meeting proposal for September 1

Continuing problem of feral cats . Poster program

Tour of lot on 3rd to review dangerous tree overhangs on WH manor

Contractor to remove

Send bill to homeowners

Museum grants explored for UFA grant . Mission statement and other basics established and

to be approved at a RFC mtg

Friendship club is new home of the group starting a museum

DDSWMA mtg sept 15

## CAO Report – months of July and August 2022

Made corrections and resubmitted 2022 SFE to Municipal Affairs.

Attended WRP meeting.

Read through Tax Recovery Processes.

Contacted AMSC re mold discovered in basement, submitted claim, and followed steps outlined by adjuster to find a contractor. Claim was denied, remediation will be completed by public works.

Spoke with resident about feral cat population. Resident agreed to take on the project of getting information to others and try to find a solution.

Had Brant's Plumbing fix sump pump basket/basin (never installed correctly). Carbon Plumbing fixed sump pump, had a rock in the intake.

Met with Bruce McLeod – Director of Villages South.

Spoke with IG Investment about property with overgrown trees to try contact owners. Emails sent on our behalf requesting they contact the Village, no call/email back. Trees were taken down and costs will be added to the tax roll.

Sent numerous unsightly letters.

Contacted public health inspector regarding dilapidated properties that have reportedly been seen to have kids accessing.

Standardized vendor listing in computer.

Advertising PRP – facebook, post office, front door

Development permit applications, found all information for Elaine to enter into E Site.

Made arrangements for and attended E Site training with Palliser.

Many calls and emails to Fortis regarding the installation of lights on Main Street. Contract received and signed on August 23, 2022. Completion estimate is November which puts our project behind. Working with Fortis supervisor to try to speed up process.

Complete STEP survey and submitted request for funds.

Completed draft letter to Alberta Utilities Commission and forwarded to other CAO's of WRP for wordsmithing and additions/omissions.

Completed budget variance report to June 30, 2022. (Not 100% accurate due to the fact that no journal entries have been completed for the year. These cannot be done until year end is finalized.)

Received MAMP grant to be finalized. Had signing authority changed to me but will require help from Elaine or Palliser to fill out as project was completed before I started.

SAFEblu conducted fire extinguisher inspections at office, fire hall and PRP.

PRP roof was repaired.