

AGENDA Committee of the Whole January 13, 2025 - 1:00 PM Town Administration Building - Council Chambers

AGENDA FOR COMMITTEE OF THE WHOLE TO BE HELD ON MONDAY, JANUARY 13, 2025 AT 1:00 PM IN THE COUNCIL CHAMBERS OF THE TOWN ADMINISTRATION BUILDING, 4938 – 50 AVENUE, RIMBEY, ALBERTA.

Page

3 - 6

7 - 8

1. CALL TO ORDER COMMITTEE OF THE WHOLE MEETING & RECORD OF ATTENDANCE

- 1.1 LAND ACKNOWLEDGEMENT
- 2. AGENDA APPROVAL AND ADDITIONS
- 3. MINUTES
- 3.1 Minutes Request for Decision - RFD-24-212 - Pdf
- 4. PUBLIC HEARINGS

5. DELEGATIONS

- 5.1 Wildcats Girls U15-1 Hockey Club Kevin Stelmaschuk Request for Decision - RFD-25-001 - Pdf
- 6. BYLAWS

7. NEW AND UNFINISHED BUSINESS

7.12025 Municipal Election - Advance Voting9 - 10Request for Decision - RFD-24-215 - Pdf

7.2	2025 Municipal Election - Wolf Creek School Division No. 72 Request for Decision - RFD-24-214 - Pdf	11 - 21
7.3	2025 Budget Meeting Dates Request for Decision - RFD-24-201 - Pdf	22
7.4	Rimbey Community Home Help Services Proposal Request for Decision - RFD-24-210 - Pdf	23 - 33
8.	OPEN FORUM	
	(Bylaw 939/18 - Council Procedural Bylaw Part XXI 1. The open	

(Bylaw 939/18 - Council Procedural Bylaw Part XXI 1. The open forum shall be for a maximum total of twenty (20) minutes in length to allow members of the public present at the meeting to address Council regarding issues arising from the meeting in progress. No formal decision shall be made on any matter discussed with Council during the open forum session.

9. CLOSED SESSION

10. ADJOURNMENT

Council Agenda Item 3.1

Committee of the Whole **REQUEST FOR DECISION**



Meeting:	January 13, 2025		
Submitted By:	Craig Douglas, Chief A	Adminis	strative Officer
Subject:	Minutes		
Item For:	Public Information	-or-	□ Closed Session

BACKGROUND:

Minutes of Committee of the Whole Meeting on October 16, 2024, as presented.

RECOMMENDATION:

To accept the Minutes of Committee of the Whole Meeting on October 16, 2024, as presented.

ATTACHMENTS:

2024 10 16 COW Meeting Minutes

PREPARED BY: Craig Douglas, Chief Administrative Officer

January 10, 2025 Date

ENDORSED BY:

rau)

Craig Douglas, Chief Administrative Officer

January 10, 2025 Date 1.



MINUTES Committee of the Whole Meeting

Wednesday, October 16, 2024 - 3:00 PM Town Administration Building - Council Chambers

CALL TO ORDER REGULAR COUNCIL MEETING & RECORD OF ATTENDANCE

Mayor Pankiw called the meeting to order at 5:00 pm with the following in attendance:

Mayor Rick Pankiw Councillor Wayne Clark Councillor Lana Curle Councillor Gayle Rondeel Councillor Jeff Johnstone Bonnie Rybak - Executive Assistant Liz Armitage - Development Officer – Via Conference Call Craig Douglas - Chief Administrative Officer

Public: (0) members of the public

1.1. LAND ACKNOWLEDGEMENT

2. AGENDA APPROVAL AND ADDITIONS

Motion 046/2024 COW

Moved by Councillor Clark to accept the Agenda for the October 16, 2024, Committee of the Whole Meeting, with the addition of closed session.

Mayor Pankiw	In Favor
Councillor Clark	In Favor
Councillor Curle	In Favor
Councillor Rondeel	In Favor
Councillor Johnstone	In Favor

CARRIED

3.

MINUTES

3.1. Minutes

Motion 047/2024 COW

Moved by Councillor Johnstone to accept the Minutes of the Committee of the Whole Meeting of September 9, 2024, as presented.

Mayor Pankiw	In Favor
Councillor Clark	In Favor
Councillor Curle	In Favor
Councillor Rondeel	In Favor
Councillor Johnstone	In Favor

	CARRIED
PUBLIC HEARINGS	
DELEGATIONS	
	PUBLIC HEARINGS

6.	BYLAWS		
	6.1. To Repeal Inoperative, O	bsolete, Expired, Spent and Ineffective Bylaws	
	<u>Motion 048/2024 COW</u>		
	•	oring the discussion to repeal Bylaw 807/07 ouncil Meeting on October 28, 2024.	
	Mayor Pankiw	In Favor	
	Councillor Clark	In Favor	
	Councillor Curle	In Favor	
	Councillor Rondeel	In Favor	
	Councillor Johnstone	In Favor	

7.

NEW AND UNFINISHED BUSINESS

CARRIED

7.1. Direct Control Development Permit 28-24

Motion 049/2024 COW

Moved by Councillor Curle to bring the Direct Control Development Permit 28-24 forward to the next Regular Council Meeting on October 28, 2024.

Mayor Pankiw	In Favor
Councillor Clark	In Favor
Councillor Curle	In Favor
Councillor Rondeel	In Favor
Councillor Johnstone	In Favor

CARRIED

7.2. Policy 3211

Motion 050/2024 COW

Moved by Councillor Rondeel to bring Policy 3211 forward to the next Regular Council Meeting held on October 28, 2024.

Mayor Pankiw	In Favor
Councillor Clark	In Favor
Councillor Curle	In Favor
Councillor Rondeel	In Favor
Councillor Johnstone	In Favor

CARRIED

7.3. Change to Speed Zones in the Town of Rimbey

Motion 051/2024 COW

Moved by Councillor Johnstone to bring the discussion of the speed change in the Town of Rimbey forward to the next Regular Council Meeting to held on October 28, 2024.

Mayor Pankiw	In Favor
Councillor Clark	In Favor
Councillor Curle	In Favor
Councillor Rondeel	In Favor
Councillor Johnstone	In Favor

CARRIED

8.	OPEN FORUM		
9.	CLOSED SESSION		
	Mation 052/2024 COM		
	Motion 052/2024 COW		
	Moved by Councillor Clark to enter clo	sed session at 3:25pm.	
	Mayor Pankiw	In Favor	
	Councillor Clark	In Favor	
	Councillor Curle	In Favor	
	Councillor Rondeel	In Favor	
	Councillor Johnstone	In Favor	
			CARRIED
	<u> </u>		
	Motion 053/2024 COW		
	Moved by Councillor Clark to revert to	open session at 4:15pm.	
	Mayor Pankiw	In Favor	
	Councillor Clark	In Favor	
	Councillor Curle	In Favor	
	Councillor Rondeel	In Favor	
	Councillor Johnstone	In Favor	
			CARRIED
10.	ADJOURNMENT		
	<u>10.1. Adjournment</u>		
	Motion 054/2024 COW		
	<u></u>		
	Moved by Councillor Curle to adjourn	the meeting at 4:17pm.	
	Mayor Pankiw	In Favor	
	Councillor Clark	In Favor	
	Councillor Curle	In Favor	
	Councillor Rondeel	In Favor	
	Councillor Johnstone	In Favor	
			CARRIED

Rick Pankiw, Mayor

Craig Douglas, Chief Administrative Officer

Committee of the Whole REQUEST FOR DECISION



Meeting:	January 13, 2025
Submitted By:	Craig Douglas, Chief Administrative Officer
Subject:	Wildcats Girls U15-1 Hockey Club - Kevin Stelmaschuk
Item For:	☑ Public Information -or- □ Closed Session

BACKGROUND:

On January 8, 2025, Administration received an email from Laurel Barton requesting support for the hockey provincials event on March 28-30, 2025.

Head coach, Kevin Stelmaschuk will attend the Committee of the Whole meeting as delegate to present to Council.

ATTACHMENTS:

U15-1 Wildcats - Provincials in Rimbey March 28-30th Redacted

PREPARED BY: Craig Douglas, Chief Administrative Officer

January 9, 2025 Date

ENDORSED BY:

rau)

Craig Douglas, Chief Administrative Officer

January 9, 2025 Date

From:	Laurel Barton
То:	General Info
Subject:	U15-1 Wildcats are hosting provincials in Rimbey March 28-30th
Date:	Wednesday, January 8, 2025 10:47:26 PM

Hi! Could you please forward this to whomever you feel is best suited to respond to it please?

To whom it concerns,

You might have already heard the exciting news, but the girls U15-1 Hockey Club (West Central Wildcats) are hosting provincials out of Rimbey March 28-30th. I'm contacting the town today on behalf of the U15-1 WCW hockey team, as a parent and as a member of the provincial committee. It's been a long time since Rimbey hosted hockey provincials and we are very excited to be a part of it.

In an effort to raise the profile of this event in the community, and that of female hockey in general, I'm approaching the town about trying to both promote this event and to see if the town might be willing to provide any support for the endeavour. In addition to asking to be added to the community newsletter, I also wanted to inquire as to whether the town would consider some form of support for the event? This support could take the form of a reduced arena or community centre rental fee, or perhaps a sponsorship/donation towards the event. All contributions and sponsorship will be recognized at the event and on social media. We will be hosting a banquet, having an opening ceremony, renting both the ice and room in the community centre.

I have attached our formal sponsorship letter in a link below for reference, as it contains more information about our event and our team.

Let me know your thoughts on this.

You can contact me at with any further questions, Laurel Barton <u>https://docs.google.com/document/d/1RQxwnGAKuzcY-</u> <u>GqWwcYIBjOYASeWYA_cnkJbWJWLU54/edit?usp=sharing</u>

Committee of the Whole REQUEST FOR DECISION



Meeting:	January 13, 2025		
Submitted By:	Craig Douglas, Chief Administrative Officer		
Subject:	2025 Municipal Election - Advance Voting		
Item For:	☑ Public Information -or- □ Closed Session		

BACKGROUND:

The General Municipal Election is Monday, October 20, 2025.

The Local Authorities Election Act (LAEA) S. 73 provides for an advance vote.

Advance Vote

73(1) Repealed 2020 c22 s11.

(2) Subject to subsection (3), an elected authority may by resolution provide for holding an advance vote for an election.

(3) Subject to subsections (4) and (7), a municipality having a population greater than 5000 must provide for holding an advance vote on

- (a) the election of municipal councillors, including by-elections, and
- (b) the submission of a bylaw or question to electors under section 7.
- (5) No advance vote shall be held within 24 hours of election day.
- (6) The returning officer must determine the days and hours when the advance vote under subsection (2) or (3) is to be held.

DISCUSSION:

Duties of returning officer

14(1) In addition to performing the duties specified in this or any other Act, a returning officer shall

(a) appoint a presiding deputy, deputies, constables and other persons as required;

(b) establish voting stations;

(c) designate at least 2 deputies to work at each voting station,

one of whom shall be designated as the presiding deputy,

who is to be in charge of the voting station;

(d) provide for the supply and delivery of ballots, ballot boxes,

instructions to electors and other necessary supplies to all voting stations;

- (e) give notice of nominations;
- (f) receive and process nominations;
- (g) declare acclamations;

(h) give notice of elections;

(i) do all things necessary for the conduct of an election.

(2) A returning officer has all the duties and powers of a presiding

Council Agenda Item 7.1

deputy and deputy.

(3) A returning officer may delegate any of the returning officer's powers and duties to a constable, presiding deputy or deputy and may impose conditions and restrictions on the delegation.

RELEVANT POLICY/LEGISLATION:

Local Authorities Election Act, current as of October 31, 2024

RECOMMENDATION:

The Returning Officer recommends Council pass a motion to provide for advance voting in the Town of Rimbey for the 2025 Municipal Election, providing any advance votes must not be held within 24 hours of election day and the Returning Officer shall determine the dates, times and locations of the advance voting.

PREPARED BY:

Craig Douglas, Chief Administrative Officer

January 10, 2025 Date

ENDORSED BY:

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Craig Douglas, Chief Administrative Officer

January 10, 2025 Date

Committee of the Whole **REQUEST FOR DECISION**



Meeting:	January 13, 2025		
Submitted By:	Craig Douglas, Chief Administrative Officer		
Subject:	2025 Municipal Election - Wolf Creek School Division No. 72		
Item For:	☑ Public Information -or- □ Closed Session		

BACKGROUND:

On December 12, 2024, Administration received a letter from the Wolf Creek Public Schools requesting to hold a joint election on October 20, 2025, as they have in previous municipal elections.

DISCUSSION:

The Local Authorities Election Act allows, by resolution, an elected authority to enter into an agreement with one or more elected authorities in the same area for the conduct of an election.

Joint elections:

2(1) An elected authority may hold an election separately or in conjunction with another elected authority in the same area.

(2) An elected authority may by resolution enter into an agreement with one or more elected authorities in the same area for the conduct of an election.

(3) The agreement referred to in subsection (2) must state which elected authority is responsible for the conduct of the election, and that elected authority must ensure that the procedures prescribed under this Act for holding an election are complied with, including procedures in respect of the retention and destruction of election materials.

(4) The elected authority that is responsible for the conduct of the election under an agreement referred to in subsection (2) has all the rights, powers and duties of the elected authorities that have entered into that agreement respecting the conduct of the election in the area to which the agreement applies, including the power to pass bylaws and resolutions but not the power to pass bylaws under section 27.

In 2021, the Town of Rimbey and Wolf Creek School Division No. 72 entered into an agreement for election services.

An agreement has been prepared, identical to previous years, with updates only to the dates, times, locations, for 2025 and a deadline for receiving ballots from Wolf Creek Public School.

RELEVANT POLICY/LEGISLATION:

Local Authorities Election Act s2(1)(2)

FINANCIAL IMPLICATIONS:

As per the agreement.

RECOMMENDATION:

Administration recommends Council enter into an agreement with Wolf Creek School Division No. 72 to provide elections services during the 2025 Municipal Election.

ATTACHMENTS:

Wolf Creek Public School Request - Elections 2025 2025 Election Agreement with Wolf Creek School Div 72

PREPARED BY:

Craig Douglas, Chief Administrative Officer

January 10, 2025 Date

ENDORSED BY:

Cray

Craig Douglas, Chief Administrative Officer

January 10, 2025 Date



Luci Henry Board Chair, Ward A

Lana Thompson Vice Chair, Ward B

Trudy Bratland Ward C

Kelly Lowry Ward D

Brent Buchanan Ward D

Darryl Stendle Ward E

Tim De Ruyck Superintendent of Schools

6000 Highway 2A Ponoka, Alberta 1143 1P6

Phone: (403) 783-3473 Fax: (403) 783-3483

Wolf Creek Public Schools

December 12, 2024

VIA EMAIL

Town of Rimbey Box 350 Rimbey, AB TOC 230

Attention: Craig Douglas, CAO

RE: October 20, 2025 Civic Elections

In previous civic elections Wolf Creek School Division has contracted with our municipal authorities to hold joint elections as provided under Section 2 of the Local Authorities Election Act. It would be our intention to enter into this same arrangement for the upcoming elections on October 20, 2025. As in past elections we will be appointing an individual to act as Returning Officer for our jurisdiction. Wolf Creek School Division will advertise for, and receive nominations for the positions of School Board Trustee for the Wolf Creek School Division. Where elections are necessary, it is our desired intent to contract with the respective municipalities to undertake a joint election as provided in the *Local Authorities Election Act*.

We trust that you will once again be interested in providing this service and would like to discuss contract arrangements at your earliest convenience. Please respond to the undersigned with your intentions and comments.

Sincerely,

Kevin Pobuda, CPA-CGA Secretary Treasurer

/jc



THIS AGREEMENT entered into this _____ day of _____, 2025.

BETWEEN:

Town of Rimbey

Being a municipal corporation incorporated pursuant to the provisions of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26. (the "Municipality")

AND

Wolf Creek School Division No. 72

Being a School Division established pursuant to the laws of the Province of Alberta (the "School Division")

ELECTION SERVICES AGREEMENT

WHEREAS the General Election will be held on October 20th, 2025 (the "Election");

AND WHEREAS Ward Nos_____3 of the School Division are located within the boundaries of the Municipality (the "Wards");

AND WHEREAS Section 3 of the *Local Authorities Election Act*, R.S.A. 2000 Chapter L-21, as amended, authorizes elected authorities to enter into an agreement for a joint election;

AND WHEREAS the School Division requires the Services of the Municipality for the purpose of handling the School Division election on October 20th, 2025 for the Wards, as outlined in the attached Schedule "A" (the "Election Services");

AND WHEREAS the Municipality agrees to provide such Election Services to the School Division with respect to the Wards pursuant to the terms of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants and other good and valuable consideration herein contained, the parties hereto agree as follows:

1. **Preamble and Schedules**

- 1.1 The Parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that the same and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement:
 - 1.1.1 Schedule "A" Election Services

2. <u>Fees</u>

- 2.1 Subject to Paragraphs 2.2 and 2.3, the parties agree that the School Division will pay the Municipality 50% of the actual costs of the Election as it pertains to the Wards upon being presented with an invoice by the Municipality with supporting documentation evidencing the actual costs of staffing, Election supplies, facility rentals and all other costs relating to the Election as it pertains to the Wards.
- 2.2 In the event that the Municipality is not required to hold an Election, the School Division will pay the entire actual costs of the Election upon being presented with an invoice by the Municipality with supporting documentation evidencing the actual costs of staffing, Election supplies, facility rentals and all other costs relating to the Election.
- 2.3 In the event that the School Division is not required to hold an Election for any Ward then the parties are relieved of all obligations under this Agreement as it pertains to that Ward. The School Division shall notify the Municipality in writing no later than September 20, 2025 if it is not required to hold an Election any of the Wards.

3. Municipality's Responsibilities

- 3.1 The Municipality shall:
 - a) provide the Election Services as set out in Schedule "A to the School Division for the Election relating to the Wards,
 - b) perform the Election Services in accordance with the *Local Authorities Election Act*, R.S.A. 2000, c. L-21 as well as the Municipality's bylaws, policies and standards in relation to the Election Services,
 - c) appoint a Returning Officer for the purposes of providing the Election Services to the School Division (the "Returning Officer"), and
 - d) issue an invoice to the School Division for the Fees within 30 days of the Election.

4. School Division's Obligations

- 4.1 The School Division shall:
 - a) provide the Municipality with a sufficient number of ballots for the Election as required for the designated Wards, by Monday, October 6, 2025.
 - b) appoint the Returning Officer as being the returning officer for the purpose of being responsible for providing the Election Services in relation to the Wards,
 - c) give notice of nomination for school trustees in relation to the Wards,
 - d) receive trustee nominations at the local Ward office,
 - e) given notice of the Election in relation to the Wards,
 - f) provide all required advertising of the Election, as it pertains to the Wards,
 - g) pick up the sealed trustee ballot boxes and ballot accounts from the voting stations after the close of the voting stations on the Election day,
 - h) declare the result of the Election for the School Division, and
 - i) retain and subsequently destroy the trustee ballot boxes in relation to the Wards,

all in accordance with the Local Authorities Election Act, R.S.A. 2000, Chapter L-21.

4.2 The School Division shall pay the fees to the Municipality within thirty (30) days of receipt of the Municipality's invoice. Any amount not paid within thirty (30) days shall incur interest at the rate established in the Municipality's Master Rates Bylaw.

5. <u>Termination</u>

- 5.1 Subject to the earlier termination in accordance with the provisions of this Agreement, this Agreement shall terminate upon the successful completion of the October 20th, 2025 Election.
- 5.2 Either party may terminate this Agreement at any time and for any reason upon providing the other party with ten (10) days' advance written notice of its intention to terminate this Agreement.
- 5.3 Upon termination of this Agreement as set forth in Paragraphs 5.1 or 5.2, neither party shall have any further claims against, or be entitled to any further remuneration or compensation from, the terminating party.

6. Liability and Indemnity

6.1 The parties agree that Election Services provided under this Agreement by the Municipality are solely at the request of and for the benefit of the School Division. Accordingly, the parties agree that all risk and liability, of whatever nature and kind, arising directly or indirectly out of the provision of the Election Services by the Municipality to the School Division shall be borne by the School Division including but not limited to any risk and liability relating directly or indirectly, to a judicial recount, ballot inspection, controverted election, invalid election, and any and all manner of legal proceedings brought pursuant to the *Local Authorities Election Act*, R.S.A. 2000 Chapter L-21, other statute or the common law, including but not limited to any costs incurred by the Municipality or School Division or awarded against the Municipality or School Division as result of legal proceedings brought pursuant

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to the *Local Authorities Election Act*, R.S.A. 2000 Chapter L-21, other statute or common law, including the costs of producing election materials, legal costs calculated on a solicitor and his own client basis (both as may be incurred by and awarded against the Municipality and the School Division) and the cost of holding a new election.

- The School Division agrees that neither the Returning Officer nor the Municipality or any of its elected 6.2 officials, officials, officers, employees, volunteers, representatives, contractors, insurers or agents or anyone else engaged by or on behalf of the Municipality in the delivery or performance of Election Services under this Agreement shall be liable for the manner in which the Election Services were provided including, but not limited to, negligence in the provision of the Election Services or failure to adhere to the provisions of the Local Authorities Election Act, R.S.A. 2000 Chapter L-21. The School Division hereby releases the Returning Officer, the Municipality, its elected officials, officials, officers, employees, volunteers, representatives, contractors, insurers and agents and anyone else engaged by or on behalf of the Municipality in the delivery of or performance of Election Services under this Agreement from any and all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon the provision of, the manner of provision of, or any failure to provide Election Services under or attributable to this Agreement including negligence in providing Election Services under this Agreement or failure to adhere to the provisions of the Local Authorities Election Act, R.S.A. 2000 Chapter L-21, including but not limited to any claims, demands, loss, costs, damages, actions, suits or other proceedings whatsoever relating, directly or indirectly, to a judicial recount, ballot inspection, controverted election, invalid election and any and all manner of legal proceedings brought pursuant to the Local Authorities Election Act, R.S.A. 2000 Chapter L-21, other statute or common law, including but not limited to the costs of producing election materials, legal costs calculated on a solicitor and his own client basis (both as may be incurred by and awarded against the Municipality and the School Division) and the cost of holding a new election.
- 6.3 The School Division agrees to indemnify and save harmless the Returning Officer, the Municipality, its elected officials, officials, officers, employees, volunteers, representatives, contractors, insurers or agents and anyone else engaged by or on behalf of the Municipality in the performance of Election Services under this Agreement from and against all claims, demands, loss, costs (including legal costs on a solicitor and his own client basis incurred by or awarded against the Municipality), damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to this Agreement or any action taken or not done, including any negligent action, under this Agreement or failure to adhere to the provisions of the Local Authorities Election Act, R.S.A. 2000 Chapter L-21, or any loss, cost, or damage resulting from the provision of Election Services under this Agreement including but not limited to any matters relating, directly or indirectly, to a judicial recount, ballot inspection, controverted election, invalid election and any manner of legal proceedings brought pursuant to the Local Authorities Election Act, R.S.A. 2000 Chapter L-21, other statute or common law, including but not limited to the costs of producing election materials, legal costs calculated on a solicitor and his own client basis (both as may be incurred by and awarded against the Municipality and the School Division) and the cost of holding a new election.
- 6.4 The School Division shall have the obligation to defend with all due diligence, at its sole cost, all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to this Agreement or any action taken or not done under this Agreement arising from the provision of Election Services by the Municipality under this Agreement including but not limited to any matters relating, directly or indirectly, to a judicial recount, ballot inspection, controverted election, invalid election and any and all manner of legal proceedings brought pursuant to the *Local Authorities Election Act*, R.S.A. 2000 Chapter L-21, other statute or common law (collectively referred to as the "Claim").
- 6.5 If any Claim is threatened, asserted, suggested, filed, brought or commenced against the Municipality, the Returning Officer or any of the Municipality's elected officials, officials, officers, employees, volunteers, representatives, contractors, insurers, agents or anyone else engaged by or on behalf of the Municipality (the "Municipality Group") in the performance of Election Services under this Agreement relating to any of the matters for which the Municipality Group is indemnified hereunder,

the Municipality shall notify the School Division in writing thereof, and the School Division shall promptly assume the legal representation and defence thereof, including the employment of legal counsel acceptable to the Municipality to represent the interests of the Municipality Group in any such Court proceedings including any appeals, arbitration, and in the negotiation of any settlement, whether such negotiation is direct, facilitated or occurs through mediation. Any failure of the Municipality to notify the School Division of such Claim shall not impair or reduce the obligations of the School Division hereunder. The Municipality Group shall have the right, at the sole expense of the School Division (which expense shall be included in the indemnified claims), to employ separate legal counsel in connection with any Claim and to participate independently in the defence thereof. If the School Division fails to discharge or undertake to defend the Municipality Group against any Claim, the Municipality Group, at its sole option and election, may defend or settle such Claim at the sole expense of the School Division. In the event that the School Division fail to discharge or undertake to defend any Claim, the liability of the School Division to the Municipality Group hereunder shall be conclusively established by any settlement entered into by the Municipality Group in good faith, such good faith shall be conclusively established if the settlement is made on the advice of independent legal counsel for the Municipality Group. The amount of the Claims for which the Municipality Group is entitled to indemnity hereunder shall include any amount paid through arbitration proceedings or settlement negotiations and full indemnity of all costs and expenses relating thereto (including legal fees on a full indemnity basis).

- 6.6 The School Division shall not, without the prior written consent of the Municipality Group, settle or compromise any Claim or consent to the entry of any judgment (i) in which the claimant or plaintiff does not unconditionally release the Municipality Group from all liability in respect of such Claim and a dismissal of such Claim with prejudice, or (ii) that may adversely affect (as determined by the Municipality) the Municipality Group or obligate the Municipality Group to pay any sum or perform any obligation.
- 6.7 The School Division shall pay to the Municipality the amount of all Claims within ten (10) days after written notice from the Municipality itemizing the amounts thereof incurred by the Municipality to the date of such notice without waiting for the final determination of any such Claim. Any such amounts not paid within such ten (10) day period shall bear interest at the interest rate established in the Municipality's Master Rates Bylaw from the date incurred until paid in full.
- 6.8 During the term of this Agreement, the School Division shall, at its own expense, maintain or have maintained with insurers allowed by the laws of the Province of Alberta to issue insurance policies in Alberta and in forms satisfactory to the Municipality and its insurers, acting reasonably, insurance in a form satisfactory to satisfy the School Division's obligations to the Municipality under this Agreement in an amount of not less than TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) DOLLARS for any one occurrence.
- 6.9 Prior to September 30, 2025, the School Division shall provide to the Municipality documentary evidence of such insurance. Failure for any reason of the School Division to furnish or have furnished such evidence may be considered a breach of this Agreement allowing the Municipality, at its sole option, the right to terminate the Agreement immediately.
- 6.10 The indemnity set out in this Part shall include any claim, demand, loss, cost, damage, action or suit that is not covered by insurance or, if insured, is under insured.
- 6.11 The Provisions of Section 6 of this Agreement are in addition to and shall not prejudice any other rights of the Municipality at law or in equity.
- 6.12 The School Division's obligations under this Part shall survive the termination of this Agreement for any reason whatsoever and shall remain binding on the School Division until all such obligations are satisfied in full.

7. <u>Miscellaneous</u>

- 7.1 The Municipality is an independent contractor and shall not be deemed to be a servant, employee, or agent of the School Division.
- 7.2 The terms contained within this Agreement, including any recital and any Schedules attached hereto, shall constitute the entire agreement between the parties. Words within this Agreement importing number or gender shall be construed in grammatical conformance with the context or the party or parties in reference. Any term or provision of this Agreement which is found to be invalid or unenforceable shall be severed from the balance of the document and shall not affect the enforceability of the remainder of this Agreement.
- 7.3 Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:
 - (a) personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when delivered as aforesaid; or
 - (b) by telecopier or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
 - (i) upon transmission with answerback confirmation if received within the normal working hours of the business day; or
 - (ii) at the commencement of the next ensuing business day following transmission with answer back confirmation thereof; or
 - (c) by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received seventy-two (72) hours after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless received.

Except as herein otherwise provided, Notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, or three (3) days after the same has been mailed in a prepaid envelope by double registered mail to:

(a) To the Municipality:

Town of Rimbey Box 350 Rimbey, AB T0C 2J0 Via Email: generalinfo@rimbey.com Via Fax: 403-843-6599 Phone: 403-843-2113

Attention: Craig Douglas Chief Administrative Officer (b) To the School Division:

Wolf Creek Public Schools 6000 Highway 2A Ponoka, AB T4J 1P6

Via Fax: 403-783-3483 Phone: 403-783-3473

Attention: Secretary -Treasurer

or to such other address as each party may from time to time direct in writing.

- 7.4 This Agreement is not assignable, either in whole or in part, without the assigning Party having obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld.
- 7.5 Any term or condition of this Agreement may be amended or added by exchange of letters signifying mutual agreement between the parties to amend or add such term and condition and all other terms and conditions of this Agreement shall remain unchanged.
- 7.6 If either party shall be prevented or delayed from performing any of its obligations hereunder by reason of any act of God or nature, the Queen's enemies, strike, threat of imminent strike, lock-out, fire, flood, war, insurrection or mob violence, requirement or regulation of government (including complete or partial road ban) or any disabling cause beyond the control of such party or which cannot be overcome by the means normally employed in the performance of such obligations, then, and in such event, failure to perform shall not be deemed a breach of this Agreement but performance of the aforesaid obligations of the parties hereto under this Agreement shall be suspended during such period.
- 7.7 This Agreement shall be governed by the laws of the Province of Alberta.
- 7.8 This agreement shall ensure to the benefit of and be binding upon the Parties hereto, their heirs, executors, successors, and assigns.

IN WITNESS WHEREOF the parties have hereunto affixed its seal as witnessed by the hands of its proper signing officers duly authorized in that behalf as of the day and year first above written.

Wolf Creek School Division No. 72

Town of Rimbey

Schedule "A"

"Election Services"

- 1. The Municipality shall provide Election training sessions to individuals working at the voting stations in the Municipality prior to October 20, 2025.
- 2. The Municipality shall provide all necessary Election officials to conduct the Election in accordance with the *Local Authorities Election Act*, R.S.A. 2000, L-21, as amended.
- 3. The Municipality shall set up the following voting stations in the Municipality for the Election (the "Voting Stations"):
 - a. Advance Poll
 - b. Institutional Advance Poll
 - c. Election Day
- 4. The Municipality shall ensure that the Voting Stations comply with the requirements of the *Local Authorities Election Act*, R.S.A. 2000, L-21, as amended. In particular, the Municipality shall ensure that the Voting Stations are:
 - a. Furnished with one or more voting compartments arranged and that voting instructions are posted in each voting compartment;
 - b. Supplied with separate ballot boxes for the School Division Election;
 - c. Supplied with all necessary Election materials including a sufficient number of ballots for the School Division Election as provided by the School Division in accordance with Part 4 of this Agreement;
 - d. Open from 10 00 a.m. until 8:00 p.m. on October 20th, 2025; and
 - e. Such other requirements as may be set out in the *Local Authorities Election Act*, R.S.A. 2000, L-21, as amended and regulations enacted thereunder.
- 5. The Municipality shall ensure that all ballots for the School Division Election are issued, collected, examined, counted and recorded in accordance with the *Local Authorities Election Act*, R.S.A. 2000, L-21, as amended.
- 6. The Municipality shall report the ballot counts for the trustees pertaining to the Wards to the School Division on Election day.
- 7. The Municipality shall release the sealed School Division Election trustee ballot boxes to the School Division after the completion of the Election.

Page 21 of 33

Committee of the Whole **REQUEST FOR DECISION**



Meeting:	January 13, 2025		
Submitted By:	Craig Douglas, Chief Administrative Officer		
Subject:	2025 Budget Meeting Date	es	
Item For:	⊠ Public Information -or	r-	□ Closed Session

BACKGROUND:

Budget meetings are held each year to discuss the annual operating and capital budgets.

RECOMMENDATION:

Administration recommends Council discuss holding a Special Meeting of Council on Wednesday, March 6, 2025, commencing at 9:00 A.M., for the 2025 budget deliberations, and bring forward to the next Regular Council Meeting to be held on January 27, 2025.

PREPARED BY:

Craig Douglas, Chief Administrative Officer

ENDORSED BY:

rau)

Craig Douglas, Chief Administrative Officer

January 9, 2025 Date

January 9, 2025 Date

Committee of the Whole REQUEST FOR DECISION



Meeting:	January 13, 2025			
Submitted By:	Craig Douglas, Chief Administrative Officer			
Subject:	Rimbey Community Home Help Services Proposal			
Item For:	⊠ Public Information -or- □ Closed Session			

BACKGROUND:

At the Regular Council meeting held on December 9, 2024, Misty Griffith with Rimbey Community Home Help Services presented a proposal to Council to purchase the BYAS building. Council made the following motion:

Motion 215/2024

Moved by Councillor Clark to accept the proposal from Rimbey Community Home Help Services, as information and bring forward to the next Committee of the Whole Meeting on January 13, 2025.

Mayor Pankiw	In Favor
Councillor Clark	In Favor
Councillor Curle	In Favor
Councillor Rondeel	In Favor
Councillor Johnstone	In Favor

CARRIED

RECOMMENDATION:

Administration recommends Council discuss if they wish to accept the proposal from Rimbey Community Home Help Services and bring forward to the next Regular Council meeting held on January 27, 2025.

ATTACHMENTS:

BYAS Building Proposal

PREPARED BY:

Craig Douglas, Chief Administrative Officer

January 10, 2025 Date

ENDORSED BY:

Craig

Craig Douglas, Chief Administrative Officer

January 10, 2025 Date

The Nourishment Centre

Feeding the community; body, heart and soul .

Presented by:

Misty Griffith, Executive Director





Organization Overview





Rimbey Food Bank

- Moved from the Church of Nazarene October 2023
- Dedicated Volunteers
- Ongoing Community Support
- Unified Partnerships



Rimbey Food Bank Stats

FOOD HAMPERS



Renovations

- Phase 1
 - Neighbourhood Place Space
 - Food Bank Storage Addition
 - Reception Area
- Phase 2
 - Kitchen





Page 28 of 33

Educational Kitchen

Increased Storage Space for Food Bank Education Cooking Programs How to cook on a budget How to cook using canned good **Children's Cook Programs Family Cooking Programs Growing, Canning and Freezing**

Why Does RCHHS Want to Purchase the Building?

- Leaser vs Owning the building
- Maintaining the building as a community hub
- Creating partnerships and future opportunities

Steps we have taken to have a successful future:

- Developed a Food Bank Steering Committee and Volunteer Leadership Team
- Partnership with Neighbourhood Place
- Hired a Community Engagement Coordinator
- Standards of Excellence
- Engaged Non-profit supported resources

Closing

Thank-you for the ongoing Town support regardless of the outcome of today's proposal. You all have been a huge part of our Food Banks success.



Misty Griffith

misty.griffith@rimbeyfcss.com

Questions

