



Village of Hill Spring
COUNCIL MEETING AGENDA - DRAFT
Hill Spring Council Chambers
Tuesday, June 18, 2024 at 6:00 p.m.

1. CALL COUNCIL MEETING TO ORDER
2. ACCEPTANCE/ADDITIONS TO AGENDA
3. ADOPTION OF MINUTES
 - a) 2024.05.21
4. DELEGATION
 - a) Recreation Committee – Derek Beck
 - b)
5. BUSINESS ARISING FROM THE MINUTES
 - a)
6. FINANCIAL REPORTS
 - a) Cheque Lising June 2024
7. Public Q&A:
8. ITEMS FOR DISCUSSION:
 - a) Lift Station Updates
 - b) Water Conservation & Restrictions
 - c) Public Engagement Policy & Council Procedure Bylaw
 - d) AB Munis AGM & Summer Municipal Leaders Caucus (Stirling)
 - e) Local Government Fiscal Framework MOA
 - f) UID Letter of Support

9. ADMINISTRATORS & COUNCIL REPORTS:

a) Admin Report

10. CORRESPONDENCE:

a) CCES Minutes May 2. 2024

b)

11. CLOSED MEETING: if needed or when required by council per FOIP Act Division 2 of Part 1 of the *Freedom of Information and Protection of Privacy Act (Municipal Government Act, Section 197)*

12. ADJOURNMENT:

DRAFT

VILLAGE OF HILL SPRING

May 21, 2024

The Village of Hill Spring Regular Council Meeting was held at the Hill Spring Council Chambers on May 21, 2024 commencing at 6:00 p.m.

In attendance: Mayor Davis, and Councillors Christensen, French, and Shideler.

Officials: CAO Greg Robinson.

Absent: Councillor Mike Nish.

Public: Fred Rice, United Irrigation District; Marian Carlson, Chief Mountain Regional Solid Waste Services Commission; Ross Bond, Ridge Regional Public Safety Services Commission.

CALLED TO ORDER

Mayor Davis called the Regular Council Meeting to Order at 6:00 p.m.

ADOPTION OF THE AGENDA

2024.05.01

Councillor Shideler **MOVED** to accept the agenda as presented.

Carried Unanimously

ADOPTION OF MINUTES

2024.05.21 REGULAR
COUNCIL MEETING
MINUTES
2024.05.02

Councillor Shideler **MOVED** to approve the 2024.05.21 Regular Council Meeting minutes as amended.

Carried Unanimously

DELEGATIONS

UNITED IRRIGATION
DISTRICT

Fred Rice, District Manager with United Irrigation District, came to Council to present on the Belly River Reservoir proposal. This would see the creation of a flood mitigation and water storage reservoir to aid in reducing flood risks in areas along the Belly River. Council was requested to submit a letter of support for the project, which will be brought to Council for the regular June meeting.

CHIEF MOUNTAIN
REGIONAL SOLID WASTE
SERVICES COMMISSION

Marian Carlson of Chief Mountain Regional Solid Waste Services Commission came to Council to discuss accomplishments and status updates of the commission in 2023, inform them of future work they are pursuing, and answered any questions that Council had.

RIDGE REGIONAL PUBLIC
SAFETY SERVICES
COMMISSION

Ross Bond, CPO with the Ridge Regional Public Safety Services Commission came to Council discuss Bylaw enforcement around the Village and to answer questions that Council had.

BUSINESS ARISING FROM THE MINUTES

FINANCIAL REPORTS
CHEQUE LISTING FOR
MAY 2024
2024.05.03

Councillor Christensen **MOVED** to accept the cheque listing for May 2024 as presented.

Carried
Those in Favour: 3
Those Against: 1

PUBLIC Q&A

ITEMS FOR DISCUSSION
2024-315 2024 TAX RATE
BYLAW 2ND READING
2024.05.04

Council answered questions from those in attendance at the Council Meeting.

Councillor Christensen **MOVED** to give second reading to Bylaw No. 2024-315 2024 Tax Rate Bylaw.

Carried
Those in Favour: 3
Those Against: 1

2024-315 2024 TAX RATE
BYLAW 2ND READING
2024.05.05

Mayor Davis **MOVED** to give third reading to Bylaw No. 2024-315 2024 Tax Rate Bylaw.

Carried Unanimously
Those in Favour: 3
Those Against: 1

WATER CONSERVATION &
RESTRICTIONS
DISCUSSION

Council discussed the recent announcement from the Province for small water license holders to reduce their water usage by 5-10%, as well as what their plan may be should drought conditions worsen.

WATER COMMISSION
UPDATE & OPEN HOUSE

Administration updated Council on work being done for the Water Commission, as well as the upcoming open houses for the Commission that are to be held in Hill Spring and Glenwood in June.

RECREATION BOARD
REQUEST

This request was deferred to an upcoming meeting due to the lack attendance of a representative from the Recreation Board.

WATER POLICY

Administration presented Council with a Policy regarding Bulk Water usage in the Village. No decisions regarding the adoption of this policy were made.

ALBERTA SW AGM

Council discussed their attendance at the June 5, 2024 Ab SW AGM. Mayor Davis and Councillor Christensen indicated that they would likely be in attendance.

FIRE INSPECTION

Council discussed the recent Fire Inspection that happened in the Village.

**ADMINISTRATOR AND
COUNCIL REPORTS**
2024.05.06

Councillor Shideler **MOVED** to approve the CAO Report as presented.

Carried Unanimously

CORRESPONDANCE
2024.05.07

Councillor Shideler **MOVED** to accept Correspondence as information.

Carried Unanimously

ADJOURNMENT
2024.05.08

Councillor French **MOVED** to adjourn the April 16, 2024 Council Meeting at 8:35pm.

Carried Unanimously

Mayor Dwight Davis

CAO Greg Robinson

Village Of Hill Spring

Cheque Listing For Council

Cheque					Invoice	Cheque
Cheque #	Date	Vendor Name	Invoice #	Invoice Description	Amount	Amount
20240115	2024-05-15	ATB FINANCIAL MASTERCARD	APR 2024	PAYMENT TRAVEL, POSTAGE, PHONES	1,720.35	1,720.35
20240116	2024-05-15	CARO ANALYTICAL SERVICES	IC2410031	PAYMENT WATER CHECKS	1,699.95	1,699.95
20240117	2024-05-15	CHIEF MOUNTAIN GAS CO-OP LTD	43250	PAYMENT CHECK HEATING & AC AT CC	891.50	891.50
20240118	2024-05-15	CHRISTENSEN, MONTE	19	PAYMENT TRAVEL CLAIM	123.76	123.76
20240119	2024-05-15	FAULKNER, PATTI	APR 2024	PAYMENT POTS & PANS FOR HALL KITCHEN	20.00	20.00
20240120	2024-05-15	MICRO AGE	24865 24874	PAYMENT OFFICE 365 COMPUTER BACKUP	103.95 756.00	859.95
20240121	2024-05-15	MPE ENGINEERING LTD.	1464-004-0-26	PAYMENT WTP OPERATIONAL	1,107.88	1,107.88
20240122	2024-05-15	NEXTGEN AUTOMATION	5733710-A	PAYMENT PHOTOCOPIER CONTRACT	221.36	221.36
20240123	2024-05-15	SPRING GLEN PARK	00003-R-0006	PAYMENT 2024 REQUISITION	2,000.00	2,000.00
20240124	2024-05-15	SUMMIT VALVE AND CONTROLS	4602	PAYMENT REP AT WATER PLANT	463.05	463.05
20240125	2024-05-15	XPLORE	52037944	PAYMENT PHONE	201.45	201.45
20240126	2024-05-31	CHRISTENSEN, MONTE				
20240127	2024-05-31	FRENCH, SUZANNE				
20240128	2024-05-31	SHIDELER, DONALD				
20240129	2024-05-31	NISH, MIKE				
20240130	2024-05-31	FAULKNER, PATTI A				
20240131	2024-05-31	HENRIE, SCOTT				
20240132	2024-06-11	GIBSON, WAYNE D				

Total 12,762.51

*** End of Report ***

Village Of Hill Spring

Cheque Listing For Council

Cheque		Vendor Name	Invoice #	Invoice Description	Invoice Amount	Cheque Amount
Cheque #	Date					
20240060	2024-03-27	ABSA	20241578	PAYMENT ANNUAL VESSEL REG FEE	57.20	57.20
20240061	2024-03-27	ALBERTA MUNICIPAL SERVICES CORPORATION	24-1052467	PAYMENT POWER & GAS	1,407.09	1,407.09
20240062	2024-03-27	ATB FINANCIAL MASTERCARD	FEB 2024	PAYMENT COMPUTERS/PHONES/TRAVEL	3,822.59	3,822.59
20240063	2024-03-27	CARDSTON COUNTY	23808 23809	PAYMENT JAN DEM CONTRACT WATER OP FEES	66.70 2,666.67	2,733.37
20240065	2024-03-27	CHIEF MTN. REGIONAL SOLID WASTE AUTH.	3557	PAYMENT 1ST HALF OF REQ	2,530.44	2,530.44
20240066	2024-03-27	CHINOOK ARCH REGIONAL LIBRARY SYSTEM	922632	PAYMENT LIBRARY MEMBERSHIP FEE JAN	1,010.16	1,010.16
20240067	2024-03-27	CITY OF LETHBRIDGE	77231	PAYMENT Q1 FIRE DISPTACH FEES	218.39	218.39
20240068	2024-03-27	DAVIS, DWIGHT	MAR 2024	PAYMENT MAR TRAVEL	402.56	402.56
20240069	2024-03-27	FAULKNER, PATTI	DEC 2023	PAYMENT TRAVEL & KEY CUTTING	155.20	155.20
20240070	2024-03-27	MPE ENGINEERING LTD.	1464-004-00-25	PAYMENT WTP REP	86.10	86.10
20240071	2024-03-27	NEXTGEN AUTOMATION	568678	PAYMENT PHOTOCOPY LEASE	209.87	209.87
20240072	2024-03-27	OLDMAN RIVER REGION SERVICES COMMISSIC	13851 13894 13984 14022	PAYMENT JAN - MAR PLANNING SERVICES 2024 GIS CHINOOK SDAB FEE APR - JUNE PLANNING	592.50 960.96 500.00 592.50	2,645.96
20240073	2024-03-27	RECEIVER GENERAL	2023	PAYMENT PAYROLL DEDUCTIONS	1,318.43	1,318.43
20240074	2024-03-27	RIDGE REGIONAL PUBLIC SAFETY SERVICES C	145	PAYMENT FILE 2024-0030	250.00	250.00
20240075	2024-03-27	SHIDELER, DONALD	FEB 2024 MAR 2024	PAYMENT FEB TRAVEL MAR TRAVEL	511.92 125.12	637.04
20240076	2024-03-27	WILDE BROS. SURVEYS LTD.	40589 40590	PAYMENT DEVELOPMENT DEVELOPMENT	1,528.17 1,277.22	2,805.39
20240077	2024-03-27	GLENWOOD MUNICIPAL LIBRARY	2024 REQ	PAYMENT 2024 REQUISITION	5,000.00	5,000.00
20240078	2024-03-27	GOVERNMENT OF ALBERTA	1800030556	PAYMENT POLICING	11,017.00	11,017.00
20240079	2024-03-28	RECEIVER GENERAL	2024 PIER	PAYMENT PIER REVIEW FOR PAYROLL DEI	341.20	341.20
20240080	2024-03-27	CHRISTENSEN, MONTE				
20240081	2024-03-27	DAVIS, DWIGHT				
20240082	2024-03-27	FRENCH, SUZANNE				
20240083	2024-03-27	SHIDELER, DONALD				
20240084	2024-03-27	NISH, MIKE				
20240085	2024-03-27	FAULKNER, PATTI A				

Village Of Hill Spring

Cheque Listing For Council

2024-May-31
12:32:12PM

Cheque		Vendor Name	Invoice #	Invoice Description	Invoice Amount	Cheque Amount
Cheque #	Date					
20240086	2024-04-24	ALBERTA MUNICIPAL SERVICES CORPORATION	21-1052973	PAYMENT POWER/GAS	1,380.14	1,380.14
20240087	2024-04-24	ATB FINANCIAL MASTERCARD	MAR 2024	PAYMENT PHONES, POSTAGE, ADMIN GOC	354.59	354.59
20240088	2024-04-24	BENCHMARK ASSESSMENT CONSULTANTS INC	3057	PAYMENT APR-JUNE ASSESSMENTS	1,260.00	1,260.00
20240089	2024-04-24	CANDU AUTOMATION & CONTROL SOLUTIONS I	2318	PAYMENT SEWER LIFT STATION REPAIR	3,628.45	3,628.45
20240090	2024-04-24	CANOE PROCUREMENT GROUP OF CANADA, A	AB207789	PAYMENT OFFICE SUPPLIES	310.60	310.60
20240091	2024-04-24	CARDSTON COUNTY	23968 23969 23983 23987 50001874	PAYMENT 2023 TRANSFER STATION WATER PLANT GENERATOR WATER OP FEES DEM CONTRACT NAPA BILL - 874-423511	3,551.21 585.58 4,629.17 66.70 603.86	9,436.52
20240092	2024-04-24	DMT MECHANICAL LTD	6528	PAYMENT REPAIR SEWER PLANT	1,154.74	1,154.74
20240093	2024-04-24	FIDO	APR 2024	PAYMENT PHONE	96.96	96.96
20240094	2024-04-24	MICRO AGE	24588 24686	PAYMENT SETUP NEW COMPUTERS OFFICE 365	393.75 103.95	497.70
20240095	2024-04-24	NEXTGEN AUTOMATION	575332	PAYMENT PHOTO COPIER LEASE	220.36	220.36
20240096	2024-04-24	OLDMAN RIVER REGION SERVICES COMMISSIC	13261 13953	PAYMENT 2023 PLANNING SERVICES SHIPPING CEMETERY MAP	573.00 26.00	599.00
20240097	2024-04-24	RECEIVER GENERAL	FEB 2024 MAR 2024	PAYMENT FEB PAYROLL DEDUCTIONS MAR PAYROLL DEDUCTIONS	278.45 200.68	479.13
20240098	2024-04-24	TOWN OF RAYMOND	20240168	PAYMENT ADMIN & CAO SERVICES PLUS T	9,217.94	9,217.94
20240099	2024-04-24	XPLORE	51691016	PAYMENT INTERNET	95.61	95.61
20240100	2024-04-24	ROBINSON, GREG	2	PAYMENT TRAVEL FOR COUNCIL/AB MUNI	890.40	890.40

Total 68,556.71

*** End of Report ***

June 18 , 2024



Hill Spring 2024 Water Conservation Plan

The Provincial Government has requested that municipalities conserve 5-10% of normal expected water use this summer.

As Albertans are all well aware, drought has been a major topic of concern locally as well as around the Province. The Minister of Environment has requested that all municipalities work to plan ways to conserve between 5 and 10% of normal water usage in preparation for what is anticipated to be a dry summer.

We recognize that the Village of Hill Spring has no individual meters for our users. As such, we strongly encourage residents to conserve water where possible. We are not able to individually measure residents on their consumption.

Below are tables for both potable and Irrigation water uses under Levels 1-3 water restriction.

Potable (Treated) Water

Watering Activity	Level 1 - Voluntary	Level 2 – Mandatory	Level 3 - Emergency
Runoff down driveways and streets	Not Allowed	Not Allowed	Not Allowed
Washing down outdoor surfaces	Discouraged	Not Allowed	Not Allowed
Water for Decorative features or fountains	Discouraged	Not Allowed	Not Allowed
Irrigation for residential and commercial lawns	Not Allowed	Not Allowed	Not Allowed
Water for private pools, contained ponds and hot tubs	Allowed	Not Allowed	Not Allowed
Water for Construction Purposes	Allowed	Allowed	Not Allowed
Hand Watering for flower beds, baskets, newly planted trees and shrubs	Allowed	Not Allowed	Not Allowed
Indoor Water Suggestions	Reduce the use of household washers and dishwashers, showers and bath levels	Reduce flushing of toilets ½ , showering times and levels by ½ and use of household washers and dishwashers sparingly	Reduce flushing of toilets ¾ , showering times and levels by ¾ and use of household washers and dishwashers sparingly

Irrigation (Raw) Water

Watering Activity	Level 1 - Voluntary	Level 2 – Mandatory	Level 3 - Emergency
Runoff down driveways and streets	Discouraged	Not Allowed	Not Allowed
Washing down outdoor surfaces	Discouraged	Not Allowed	Not Allowed
Water for Decorative features or fountains	Discouraged	Not Allowed	Not Allowed
Irrigation for residential and commercial lawns	Allowed only between 6am – 11am & 6pm – 11pm daily (use of water timers encouraged)	Allowed only between 6am – 11pm daily (use of water timers encouraged)	Not Allowed
Hand Watering for flower beds, baskets, newly planted trees and shrubs	Allowed only between 6am – 11am & 6pm – 11pm daily (use of water timers encouraged)	Allowed only between 6am – 11pm daily (use of water timers encouraged)	Not Allowed
Water for Construction Purposes	Allowed	Discouraged	Not Allowed
Water for Commercial Purposed	Allowed	Discouraged	Not Allowed

**Village of Hill Spring
Bylaw 2021-300
Council Procedure Bylaw**

The Municipal Council of The Village of Hill Spring enacts as follows:

PART 1 – INTRODUCTION

Title

1. This Bylaw may be cited as the “COUNCIL PROCEDURAL BYLAW”.

Definitions

2. In this Bylaw,

“Committee” means a standing, select, or other committee of Council;

“Council” means the Council of the Village of Hill Spring;

“Mayor” means the Chief Elected Official of the Village of Hill Spring;

“MGA” means the Municipal Government Act R.S.A. 2000, c. M-26 and amendments

“Operational and Administrative Committee (OAC)” means the committee of council established in accordance with Bylaw 2017-299, the Administrative Officer Bylaw.

“Public Notice Posting Places” means the front door of the Village Office and the Notice board at the Hill Spring Post Office;

“Village” means the Village of Hill Spring;

“Village Manager “and “Village Office Manager” means the Officers for the Village in accordance with Bylaw 2017-299, the Administrative Officers Bylaw.

“Village Office” means the Municipal Building located at 11 East Second Ave South Hill Spring Alberta;

“Village Web Site” means the official website that is operated and maintained by the Village of Hill Spring.

Application of rules of procedure

3. (1) The provisions of this Bylaw govern the proceedings of Council and all standing and select committees of Council, as applicable.

PART 2 – COUNCIL MEETINGS

Inaugural Meeting

4. (1) Following a general local election, the first Council meeting must be held on or before the first Tuesday in November in the year of the election as per section 192 (1) of the MGA.

The Village Manager and/or Village Office Manager shall attend all meetings of council, and record the proceedings of the meetings in the minutes in the English language without note or comment.

- (2) If a quorum of council members elected at the general local election has not taken office by the date of the meeting referred to in subsection (1), the first Council meeting must be called by the Village Manager and/or Village Office

Manager and held as soon as reasonably possible after a quorum has taken office.

Time and location of meetings

5. (1) All Council meetings must take place within the Village Office except when Council resolves to hold meetings elsewhere.
- (2) Regular Council meetings must
 - (a) be held on the third Tuesday of each month, and
 - (b) begin at 7:00 p.m.;
 - (c) when such meeting falls on a statutory holiday, it shall be held on the next day that the village office is open and which is not a statutory holiday;
- (3) Regular Council meetings may:
 - (a) be cancelled by Council, provided that two consecutive meetings are not cancelled; and
 - (b) be postponed to a different day, time and place by the mayor, provided the Village Manager and/or Village Office Manager, is given at least 2 days written notice.

Notice of Council Meetings

6.
 - (1) Council may decide at a council meeting at which all the councilors are present to hold regularly scheduled council meetings on specified dates, times and places.
 - (2) Notice of regularly scheduled meetings need not be given.
 - (3) If council changes the date, time or place of a regularly scheduled meeting, council must give at least 24 hours' notice of the change to any councilors not present at the meeting at which the change was made, and to the public.

Notice of special meetings

7.
 - (1) The chief elected official may call a special council meeting whenever the official considers it appropriate to do so, and must call a special council meeting if the official receives a written request for the meeting, stating its purpose, from a majority of the councilors.
 - (2) A special council meeting called under subsection 194(1) (b) of the MGA must be held within 14 days after the date that the chief elected official receives the request or any shorter period provided for by bylaw.
 - (3) The chief elected official calls a special council meeting by giving at least 24 hours' notice in writing to each Councilor and the public stating the purpose of the meeting and the date, time and place at which it is to be held.
 - (4) A special council meeting may be held with less than 24 hours' notice to all councilors and without notice to the public if at least 2/3 of the whole council agrees to this in writing before the beginning of the meeting.
 - (5) No matter other than that stated in the notice calling the special council meeting may be transacted at the meeting unless the whole council is present at the meeting and the council agrees unanimously to deal with the matter in question.

PART 3 - DESIGNATION OF MEMBER TO ACT IN PLACE OF MAYOR

8.

- (1) As per section 152 of the MGA a council must appoint one or more councilors as deputy chief elected official so that only one councilor will hold that office at any one time, and the office will be filled at all times.
- (2) A deputy chief elected official must act as the chief elected official when the chief elected official is unable to perform the duties of the chief elected official, or if the office of chief elected official is vacant.
- (3) A council may appoint a Councillor as an acting chief elected official to act as the chief elected official if both the chief elected official and the deputy chief elected official are unable to perform the duties of the chief elected official, or if both the office of chief elected official and the office of deputy chief elected official are vacant.

PART 4 – COUNCIL PROCEEDINGS

Municipal Government Act Provisions

9. Matters pertaining to Council proceedings are governed by the Municipal Government Act.

Attendance of Public at Meetings

10. (1) Except where the provisions of section 197 of the MGA apply, all Council meetings must be open to the public.
- (2) Before closing a Council meeting or part of a Council meeting to the public, Council must pass a resolution in a public meeting.
- (3) When a meeting is closed to the public, no resolution or bylaw may be passed at the meeting, except a resolution to revert to a meeting held in public.

Minutes of meetings to be maintained and available to public

11. (1) Minutes of the proceedings of Council must be
 - (a) Legibly recorded in the English language, without note or comment.
 - (b) Signed by the Village Manager and/or Village Office Manager
 - (c) Signed by the Mayor or other member presiding at the meeting or at the next meeting at which the minutes are adopted.
- (2) Minutes of the proceedings of Council must be open for public inspection at the Village Office during its regular office hours.
- (3) Copies of the minutes of Council meetings shall be given to Village of Hill Spring residents without charge in an unapproved form before they have been approved by council at the meeting following the one they record.
- (4) Copies of approved minutes of the most recent council meeting shall be given to Village of Hill Spring residents without charge. Copies of approved minutes of council meetings prior to the most recent meeting shall be provided to Village of Hill Spring residents for the cost of printing which shall be set from time to time by the Administrator. Approved minutes shall also be available on the Village Website.

Calling meeting to order

12. (1) As soon after the time specified for a Council meeting as there is a quorum present, the mayor, if present, must take the Chair and call the Council meeting to order, however, where the mayor is absent, the Councillor designated as the member responsible for acting in the place of the mayor in accordance with section 8 must take the Chair and call such meeting to order.

- (2) If a quorum of Council is present but the Mayor or the Councillor designated as the member responsible for acting in the place of the mayor under section 8 do not attend within 15 minutes of the scheduled time for a Council meeting:
 - (a) the Village Manager and/or Village Office Manager must call to order the members present, and
 - (b) the members present must choose a member to preside at the meeting.

Adjourning meeting where no quorum

13. If there is no quorum of Council present within 15 minutes of the scheduled time for a Council meeting, the Village Manager and/or Village Office Manager must
 - (a) record the names of the members present, and those absent, and
 - (b) adjourn the meeting until the next scheduled meeting.

Agenda

14. (1) Prior to each Council meeting, the Village Manager and/or Village Office Manager must prepare an Agenda setting out all the items for consideration at that meeting, noting in short form a summary for each item on the agenda.
- (2) The deadline for submissions by the public to the Village Manager and/or Village Office Manager of items for inclusion on the Council meeting Agenda must be 12:00 noon on the Wednesday prior to the meeting. If it is a statutory holiday or the village office is closed this deadline may be moved to the next business day.
- (3) The Village Manager and/or Village Office Manager must make the Agenda and Council Packets available to the members of Council on the Thursday afternoon prior to the regularly scheduled council meeting. If a statutory holiday falls on this day deeming the office closed, the agenda will be sent the following business day.
- (4) The Village Manager and/or Village Office Manager must post the notice of the upcoming meeting, including the agenda to the Public Notice Posting Places.
- (5) Council must not consider any matters not listed on the agenda unless a new matter for consideration is properly introduced as a late item to the agenda during the acceptance of the agenda.

Order of proceedings and business

15. (1) The agenda for all regular Council meetings contains the following matters listed below:
 - (a) Call Council Meeting to Order;
 - (b) Additions & Approval of Agenda;
 - (c) Delegations;
 - (d) Adoption of Minutes;
 - (e) Business arising from the minutes;
 - (f) Financial Reports;
 - (g) Items for Discussion;
 - (h) Council, Committee & Admin Reports;
 - (i) Closed Meeting – if required;
 - (j) Correspondence;
 - (k) Adjournment.

- (2) Particular business at a Council meeting is encouraged to be taken up in the order in which it is listed on the agenda unless otherwise resolved by Council.

Late Items

16. (1) An item of business not included on the agenda must not be considered at a Council meeting unless introduction of the late item is approved by Council at the time allocated on the agenda for such matters.
- (2) If the Council makes a resolution under section 16(1), information pertaining to late items may be distributed to the members.

Voting at meetings

17. (1) The following procedures apply to voting at Council meetings:
 - (a) when debate on a matter is closed the presiding member must put the matter to a vote of Council members;
 - (b) a motion is not required to be seconded;
 - (c) if a councilor wants their vote recorded, they must state that wish prior to the motion.
 - (d) when the Council is ready to vote, the presiding member must put the matter to a vote by stating:
"Those in favor?" and then "Those opposed?"
 - (e) when the presiding member is putting the matter to a vote under paragraphs (a) and (b) a member must not
 - (i) cross or leave the room,
 - (ii) make a noise or other disturbance, or
 - (iii) interrupt the voting procedure under paragraph (b) unless the interrupting member is raising a point of order;
 - (f) after the presiding member finally puts the question to a vote under paragraph (b), a member must not speak to the question or make a motion concerning it;
 - (g) the presiding member's decision about whether a question has been finally put is conclusive; and
 - (h) whenever a vote of Council on a matter is taken, each member present shall signify their vote by raising their hand; and
 - (i) the presiding member must declare the result of the voting by stating that the question is decided by either "carried" or "defeated";
 - (j) the result of the vote shall be recorded in the minutes of the meeting.

Delegations

18. (1) The Council may allow an individual or a delegation to address Council at the meeting provided written application has been received by the Village Manager and/or Village Office Manager by 12:00 noon on the Wednesday prior to the meeting. Each address must be limited to 10 minutes unless a longer period is agreed to by unanimous vote of those council members present at the meeting.
- (2) If any individual or delegation attends a council meeting at the invitation of council, a period of longer than 10 minutes for the presentation may be agreed upon at the time of the invitation.
- (3) Where written application has not been received by the Village Manager and/or Village Office Manager as prescribed in section 18(1), an individual or delegation may address the meeting if approved by the unanimous vote of the council members present at the meeting.

- (4) Council must not permit a delegation to address a meeting of the Council regarding a bylaw in respect of which a public hearing has been held, where the public hearing is required under an enactment as a pre-requisite to the adoption of the bylaw.
- (5) The Village Manager and/or Village Office Manager may schedule delegations for another Council meeting or advisory body as deemed appropriate according to the subject matter of the delegation.
- (6) Grounds for refusal:
 - The Village Manager and/or Village Office Manager may refuse to place a delegation on the agenda if the issue is not considered to fall within the jurisdiction of Council.
 - The delegation appeared before council at the last council meeting regarding the same subject matter, and was not specifically requested by council to appear again.
 - The delegation appeared before council at a previous council meeting regarding the same subject matter, and does not have significant new information to offer council.
 - The delegation does not provide at the time of its application to appear before council, a detailed written outline of its subject matter and its request.
 - Any other grounds that the Village Manager and/or Village Office Manager may consider sufficient.

If the delegation wishes to appeal the Village Manager and/or Village Office Manager decision, the delegation's application information must be distributed under separate cover to Council for their consideration. Council must consider the delegation's application at the next council meeting, and either approve the Village Manager and/or Village Office Manager decision or decide to accept a presentation from the delegation at a subsequent council meeting. The Village Manager and/or Village Office Manager shall advise the delegation in writing, advising the delegation of council's decision, and if necessary, arranging for the delegation to appear at a future council meeting.

Points of order

19. (1) Without limiting the Chief Elected Official's duty under section 154(1) of the MGA, the presiding member must conduct the meeting following the procedures outlined within this bylaw.

Conduct and debate

20. (1) A Council member may speak to a question or motion at a Council meeting only if that member first addresses the presiding member.
- (2) Members may address the presiding member by that person's title of Mayor, Acting Mayor, Deputy Mayor, Councillor or Chairman or Madam Chair.
- (3) Members may address other non-presiding members by the title Councillor.
- (4) No member must interrupt a member who is speaking except to raise a point of order.
- (5) If more than one member speaks the presiding member must call on the member who, in the presiding member's opinion, first requested the floor.
- (6) Members who are called to order by the presiding member
 - (a) must immediately stop speaking
 - (b) may explain their position on the point of order, and

- (c) may appeal to Council for its decision on the point of order.
- (7) Members speaking at a Council meeting
 - (a) must use respectful language,
 - (b) must not use offensive gestures or signs, or facial expressions,
 - (c) must speak only in connection with the matter being debated,
 - (d) may speak about a vote of Council only for the purpose of making a motion that the vote be rescinded, and
 - (e) must adhere to the rules of procedure established under this Bylaw and to the decisions of the presiding member and Council in connection with the rules and points of order.
- (8) A member may require the question being debated at a Council meeting to be read at any time during the debate if that does not interrupt another member who is speaking.
- (9) The following rules apply to limit speech on matters being considered at a Council meeting:
 - (a) a member may speak more than once in connection with the same question only
 - (i) with the permission of Council or the chairperson of the meeting
 - (ii) if the member is explaining a material part of a previous speech without introducing a new matter;
 - (b) a member who has made a substantive motion to the Council may reply to the debate;
 - (c) a member may speak to a question, or may speak in reply, for longer than a total time of 5 minutes only with the permission of Council.

Motions generally

- 21. (1) Council may debate and vote on a motion only if it is first made by one Council member.
- (2) A motion that deals with a matter that is not on the agenda of the Council meeting at which the motion is introduced may be introduced with Council's permission.
- (3) A Council member may make only the following motions, when the Council is considering a question:
 - (a) to amend;
 - (b) to table the discussion;
 - (c) to postpone indefinitely;
 - (d) to postpone to a certain time;
 - (e) to move the previous question;
 - (f) to adjourn;
 - (g) to accept the motion as read.
- (4) A motion made under subsections (3) (c) to (g) is not amendable or debatable.
- (5) Council must vote separately on each distinct part of a question that is under consideration at a Council meeting if requested by a Council member.

Motion to table the discussion

- 22. A motion may be tabled to enable Council to deal with other more pressing matters. A motion that has been tabled may be brought back at any time by a majority vote and when brought back, it will take precedence over other new motions.

Motion for the main question

23. (1) In this section, "main question", in relation to a matter, means the motion that first brings the matter before the Council.
- (2) At a Council meeting, the following rules apply to a motion for the main question, or for the main question as amended:
- (a) if a member of Council moves to put the main question, or the main question as amended, to a vote, that motion must be dealt with before any other amendments are made to the motion on the main question; and
 - (b) if the motion for the main question, or for the main question as amended, is decided in the negative, the Council may proceed to other business.

Procedure to table an item

24. (1) If an item has been brought to Council for discussion and Council wishes to "table" discussion until a later Council meeting, a member of Council shall
- (a) Request that the item be tabled until a specific date or until a date in the future.
 - (b) If the majority of Council is in agreement, then the item shall be tabled and will be discussed at a later date.
 - (c) If the majority of Council is not in favour of tabling the discussion, the item will not be tabled until such time as a consensus is reached.

Amendments generally

25. (1) A Council member may, without notice, move to amend a motion that is being considered at a Council meeting.
- (2) An amendment may propose removing, substituting for, or adding to the words of an original motion.
- (3) A proposed amendment must be reproduced in writing by the mover if requested by the presiding member.
- (4) A proposed amendment must be decided or withdrawn before the motion being considered is put to a vote.
- (5) An amendment may be amended once only.
- (6) An amendment that has been negated by a vote of Council cannot be proposed again.
- (7) A Council member may propose an amendment to an adopted amendment.
- (8) The presiding member must put the main question and its amendments in the following order for the vote of Council:
- (a) a motion to amend a motion amending the main question;
 - (b) a motion to amend the main question, or an amended motion amending the main question if the vote under subparagraph (a) is positive;
 - (c) the main question.

Reconsideration by Council Member

26. (1) Subject to subsection (5), a Council member may, at the next Council meeting,
- (a) move to reconsider a matter on which a vote, other than to postpone indefinitely, has been taken, and
 - (b) move to reconsider an adopted bylaw after an interval of at least 24 hours following its adoption.
- (2) A Council member who voted affirmatively for a resolution adopted by Council may at any time move to rescind that resolution.

- (3) A Council member who voted against a motion which was defeated by Council, may at any time move to re-introduce that motion.
- (4) Council must not discuss the main matter referred to in subsection (1) unless a motion to reconsider that matter is adopted in the affirmative.
- (5) A vote to reconsider must not be reconsidered.
- (6) Council may only reconsider a matter that has not
 - (a) had the approval or assent of the electors and been adopted,
 - (b) been acted on by an officer, employee, or agent of the Village.
- (7) The conditions that applied to the adoption of the original bylaw, resolution, or proceeding apply to its rejection under this section.

Privilege

27. (1) In this section, a matter of privilege refers to any of the following motions:
 - (a) fix the time to adjourn;
 - (b) adjourn;
 - (c) recess;
 - (d) raise a question of privilege of the Council;
 - (e) raise a question of privilege of a member of Council.
- (2) A matter of privilege must be immediately considered when it arises at a Council meeting.
- (3) For the purposes of subsection (2), a matter of privilege listed in subsection (1) has precedence over those matters listed after it.

Reports from committees

28. Council may take any of the following actions in connection with a recommendation it receives from committee of the whole:
 - (a) agree or disagree with the recommendation;
 - (b) amend the recommendation;
 - (c) refer the recommendation back committee of the whole;
 - (d) postpone its consideration of the recommendation.

Adjournment

29. (1) A Council may continue a Council meeting after 9:30 p.m. only by an affirmative vote of the majority of Council members present but may not go past 11:00 p.m.
- (2) A motion to adjourn either a Council meeting or the debate at a Council meeting is always in order if that motion has not been preceded at that meeting by the same motion.
- (3) Subsection (2) does not apply to either of the following motions:
 - (a) a motion to adjourn to a specific day;
 - (b) a motion that adds an opinion or qualification to a preceding motion to adjourn.

PART 5 – BYLAWS

Copies of proposed bylaws to Council members

30. A proposed bylaw may be introduced at a Council meeting only if a copy of it has been made available to each Council member at least 24 hours before the Council meeting.

Form of bylaws

31. A bylaw introduced at a Council meeting must:
 - (a) be printed;
 - (b) have a distinguishing name;
 - (c) have a distinguishing number;
 - (d) contain an introductory statement of purpose;

- (e) be divided into sections.

Bylaws to be considered separately or jointly

32. Council must consider a proposed bylaw at a Council meeting either:
- (a) separately when directed by the presiding member or requested by another Council member, or
 - (b) jointly with other proposed bylaws in the sequence determined by the presiding member.

Reading and adopting bylaws

33. (1) The presiding member of a Council meeting may read the first reading of a proposed bylaw in part, or in its entirety.
- (2) The second and third readings of the bylaw may be given by stating its title or identifying number.
- (3) A proposed bylaw may be debated and amended at any time during the first three readings unless prohibited by the MGA.
- (4) Subject to section 187 of the MGA, each reading of a proposed bylaw must receive the affirmative vote of a majority of the Council members present.
- (5) In accordance with section 187 (4) of the *Municipal Government Act*, a proposed bylaw must not have more than 2 readings at a council meeting unless the councilors present unanimously agree to consider third reading.

Bylaws must be signed

34. After a bylaw is adopted, and signed by the Village Manager and/or Village Office Manager and the presiding member of the Council meeting at which it was adopted, the Village Manager and/or Village Office Manager must have it placed in the Village's records for safekeeping and endorse upon it:
- (a) the Village's corporate seal and
 - (b) the dates of its readings and adoption.

PART 6 – RESOLUTIONS

Copies of motions to Council members

35. A motion may be introduced at a Council at any time.
36. If a member of council wishes time to study or consider a motion, that member may, before the main question is called, make a motion to table the motion which is subject of the main question.

PART 7 – COMMITTEE OF THE WHOLE

Going into Committee of the Whole

37. (1) At any time during a council meeting, Council may by resolution call for a committee of the whole meeting. The meeting may be at a later date.
- (3) In addition to subsection (1), a meeting, other than a standing or select committee meeting, to which all members of Council are invited but not to decide on matters of the Village's business, is a meeting of the committee of the whole.
- (4) At the advice of the Village Manager and/or Village Office Manager or any other council member a committee of the whole meeting may be scheduled.

Notice for Committee of the Whole meetings

38. (1) Subject to subsection (2) a notice of the day, hour and place of a committee of the whole meeting must be given at least 24 hours before the time of the meeting by:
- (a) posting a copy of the notice at the Public Notice Posting Places; and
 - (b) notifying each Council member by telephone.

- (2) Subsection (1) does not apply to a committee of the whole meeting that is called, in accordance with section 38, during a Council meeting for which public notice has been given under section 6 or 7.

Minutes of committee of the whole meetings to be maintained and available to public

39. (1) Minutes of the proceedings of committee of the whole must be
 - (a) legibly recorded in the English language in point form,
 - (b) signed by the Village Manager and/or Village Office Manager and by the member presiding at the meeting, and
 - (c) open for public inspection at the Village Office

Presiding members at committee of the whole meetings and Quorum

- (1) Any Council member may preside in committee of the whole.
- (2) The members of Council attending a meeting of committee of the whole must appoint a presiding member for the committee of the whole meeting.
- (3) The quorum of committee of the whole is the majority of Council members.

Points of order at meetings

40. The presiding member must preserve order at a committee of the whole meeting and, subject to an appeal to other members present, decide points of order that may arise.

Conduct and debate

41. The following rules apply to committee of the whole meetings:
 - (1) There will be no motions at a committee of the whole meeting.

PART 8 – COMMITTEES

Duties of standing committees

42. (1) Standing committees must consider, inquire into, report, and make recommendations to Council about all of the following matters:
 - (a) matters that are related to the general subject indicated by the name of the committee;
 - (b) matters that are assigned by Council;
 - (c) matters that are assigned by the mayor.
- (2) Standing committees must report and make recommendations to Council at all of the following times:
 - (a) in accordance with the schedule of the committee's meetings;
 - (b) on matters that are assigned by Council or the Mayor,
 - (i) as required by Council or the Mayor, or
 - (ii) at the next Council meeting if the Council or Mayor does not specify a time.

Duties of select committees

43. (1) Select committees must consider, inquire into, report, and make recommendations to Council about the matters referred to the committee by the Council.
- (2) Select committees must report and make recommendations to Council at the next Council meeting unless Council specifies a different date and time.

Schedule of committee meetings

44. (1) At its first meeting after its establishment a standing or select committee must establish a regular schedule of meetings.
- (2) The chair of a committee may call a meeting of the committee in addition to the scheduled meetings or may cancel a meeting.

Notice of committee meetings

45. (1) Subject to subsection (2), after the committee has established the regular schedule of committee meetings, including the times, dates and places of the committee meetings, notice of the schedule must be given by:
- (a) posting a copy of the schedule at the Public Notice Posting Places; and
 - (b) providing a copy of the schedule to each member of the committee.
- (2) Where revisions are necessary to the annual schedule of committee meetings, the Chair of the committee must, as soon as possible, post a notice at the Public Notice Posting Places which indicates any revisions to the date, time and place or cancellation of a committee meeting.

Attendance at Committee meetings

46. Council members who are not members of a committee may attend the meetings of the committee.

Minutes of committee meetings to be maintained and available to public

47. Minutes of the proceedings of a committee must be
- (a) legibly recorded in the English language;
 - (b) signed by the secretary and chair or member presiding at the meeting; and
 - (c) open for public inspection at the Village Office.

Quorum

48. The quorum for a committee is a majority of all of its members.

Conduct and debate

49. (1) The rules of the Council procedure must be observed during committee meetings, so far as is possible and unless as otherwise provided in this Bylaw.
- (3) Council members attending a meeting of a committee, of which they are not a member, may participate in the discussion only with the permission of a majority of the committee members present.
- (3) A motion made at a meeting of a committee is not required to be seconded.

Operational and Administrative Committee (OAC)

50. Notwithstanding any clause of this bylaw, the OAC is primarily a committee established to assist the "Officers" of the Village in carrying out the duly approved objectives, programs and projects of Council.

- (1) It may consist of one (1) or more members of council depending on the scope, subject matter and the level of expertise of the Councilors participating in the matter.
- (2) All assistance must relate to Council approved projects and in cooperation with Village Officers.
- (3) The OAC shall report to Council at the regularly scheduled Council meeting, regarding the status and progress of the project of the OAC.

Voting at meetings

51. Council members attending a meeting of a committee of which they are not a member must not vote on a question.

PART 9 – GENERAL

52. If any section, subsection or clause of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this bylaw.
53. Deleterious communications will not be entertained by either a Councillor or the council as a whole. A deleterious communication is any letter, note, complaint or oral report that is unsigned or uttered in a communication where the person

Bylaw # 2021-300 Council Procedure Bylaw

communicating said is unable or unwilling to provide the name of the writer or speaker to council.

The nature of a deleterious statement or communication is known as hearsay in law. Hearsay is not considered evidence in law therefore as a legally constituted body, the council or members of the council cannot accept such statements written or spoken

This bylaw rescinds Bylaw 2018-300.

This bylaw will come into force on the date of third and final reading.

READ A FIRST TIME IN COUNCIL THIS 16th DAY OF NOVEMBER, 2021.

READ A SECOND TIME IN COUNCIL THIS 16th DAY OF NOVEMBER, 2021.

READ A THIRD TIME AND FINALLY PASSED BY COUNCIL THIS 16TH DAY OF NOVEMBER 2021.



Dwight Davis, Mayor



Janet Edwards, Village Manager

Draft Agenda for Summer 2024 Municipal Leaders' Caucus

Wednesday, June 12	Town of Falher	Falher Regional Recreation Centre
Thursday, June 13	Town of Bonnyville	Centennial Centre
Friday, June 14	City of St. Albert	St. Albert Curling Club
Wednesday, June 26	Village of Stirling	Stirling Community Centre
Thursday, June 27	Town of Innisfail	Innisfail Golf Club

10:00 a.m.	Opening Remarks
10:05 a.m.	Welcome from the Mayor of the Host Municipality
10:10 a.m.	Welcome from MLA of the Host Constituency
10:15 a.m.	A Watery Icebreaker Activity
10:30 a.m.	<p>Municipal Water Conservation Municipalities have the power to use water more effectively. In 2014, ABmunis adopted a water conservation policy asking municipalities to reduce their consumption by 30% by 2020 and we achieved that target! But lots of work remains. Our provincial average water consumption improved, but all municipalities can improve on water conservation through reduced demand and reduced infrastructure water loss. ABmunis is studying what new targets might look like, how best to measure progress, and how to support municipalities become better water managers.</p>
11:15 a.m.	<p>Provincial Infrastructure Funding You know how important provincial funding is to help build and maintain your local infrastructure. But do your residents, local media, and provincial MLAs truly understand the challenge your community faces if provincial funding for municipalities remains low? This session will involve an update on ABmunis' plans for new research to strengthen our advocacy for increased municipal infrastructure funding. Members are encouraged to come prepared to share one or two important infrastructure projects that are being delayed or cancelled because of your current funding challenges.</p>
11:45 a.m.	<p>Assessment Model Review It has been almost 20 years since the Government of Alberta has updated the assessment models for regulated property such as oil and gas wells and pipelines, telecommunications, railway, electrical power, and machinery and equipment. In that time, there have been three different, smaller-scale reviews, with the last one ending in 2020 when the Government of Alberta backed away from its plans and implemented several short-term tax incentives for oil and gas wells. This session will inform members about Municipal Affairs' current plan to review and update the assessment models for regulated property, which could have substantial impacts for some municipalities in four to five years.</p>
12:00 p.m.	Lunch

<p>1:00 p.m.</p>	<p>Local Election and Municipal Governance Changes The province’s spring legislative session led to many surprising and highly concerning changes to legislation that will have significant impacts on municipal elections and municipal government operations. We will provide an overview of the changes and what they mean for municipal leaders. Members are encouraged to use this session to share what they’ve heard from MLAs and residents regarding changes to the <i>Local Authorities Election Act</i> and <i>Municipal Government Act</i> and highlight potential risks and consequences that ABmunis should be aware of. For example, we want to hear your thoughts on our advocacy approach and efforts as well as how changes to conflict of interest provisions and the increased ability for provincial oversight and interference may make you feel intimidated or impact the function of council.</p>
<p>1:45 p.m.</p>	<p>ABmunis Advocacy and Your Municipality This session will explore how the provincial government makes decisions and how you can inform and influence those decisions. How is your relationship with your MLA? What is your approach to engagement? Share your approach and hear from others as to what is and isn’t working in terms of engagement. ABmunis will also highlight our advocacy, how we approach priority issues, and how you can help amplify our message.</p>
<p>2:20 p.m.</p>	<p>President’s Report Brief update on other initiatives ABmunis is undertaking on your behalf.</p>
<p>2:30 p.m.</p>	<p>Host Municipality Session</p>
<p>2:55 p.m.</p>	<p>Closing Remarks</p>

Web www.hillspring.ca Email office@hillspring.ca

NOTE: The office is closed all Statutory Holidays

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From: Tyler Gandam <president@abmunis.ca>
Sent: Monday, June 3, 2024 9:32 AM
To: Office <office@hillspring.ca>
Subject: Reminder – 2024 Summer MLC starts next week

This is the final call for registration for the 2024 ABmunis Summer Municipal Leaders' Caucuses, start next week. This year, Alberta Municipalities is visiting the following five communities:

- June 12 – Town of Falher (Falher Regional Centre)
- June 13 – Town of Bonnyville (Centennial Centre)
- June 14 – City of St. Albert (St. Albert Curling Club)
- June 26 – Village of Stirling (Stirling Community Centre)
- June 27 – Town of Innisfail (Innisfail Golf Club)

Each Caucus will consist of a one-day program and the agenda will be the same at all locations. The agenda will run from 10:00 a.m. to 3:00 p.m. each day. Registration for in-person attendance is \$110 for the day and includes light breakfast, refreshments and lunch. The draft agenda is attached for your review and the link to register is on the [ABmunis event webpage](#).

The session on June 14 will be streamed on Zoom to allow for members to participate who are not able to attend in-person, at a cost of \$55.

If you have any other questions, please email events@abmunis.ca. We look forward to seeing you there.

Sincerely,

Tyler Gandam | President

LOCAL GOVERNMENT FISCAL FRAMEWORK CAPITAL PROGRAM

MEMORANDUM OF AGREEMENT

BETWEEN:

HIS MAJESTY IN RIGHT OF ALBERTA, as
represented by the Minister of Municipal Affairs
(hereinafter called the “**Minister**”)

AND

THE VILLAGE OF HILL SPRING in the Province of Alberta
(hereinafter called the “**Local Government**”)

(Collectively, the “**Parties**,” and each a “**Party**”)

WHEREAS the *Local Government Fiscal Framework Act* establishes the framework for providing local governments with long-term and predictable funding to support the provision of infrastructure and to facilitate economic prosperity.

WHEREAS local infrastructure is a critical component of the local and provincial economy, increases the livability of Alberta communities, and enables resiliency and adaptation in response to changing local conditions.

WHEREAS under the *Local Government Fiscal Framework Act*, the Minister is authorized to enter into agreements providing for funding and respecting any matters relating to the provision of the funding.

WHEREAS the Local Government and the Minister are entering into this Agreement relating to the provision of the funding.

NOW THEREFORE in consideration of the mutual terms and conditions hereinafter specified, **THE PARTIES AGREE AS FOLLOWS:**

Definitions

1. In this Agreement,
 - (a) “**Agreement**” means this funding agreement between the Parties, which may, from time to time, be amended by the Parties.
 - (b) “**Application**” has the meaning ascribed to such term in the Program Guidelines.
 - (c) “**Credit Items**” has the meaning ascribed to such term in the Program Guidelines.
 - (d) “**Eligible Costs**” means eligible costs and expenses as described in the Program Guidelines.
 - (e) “**Funding**” means funds made available by the Minister to the Local Government under this Agreement, to be used solely for Eligible Costs, and includes any earned interest on the said funds that may be realized by the Local Government as a result of holding or investing any or all of the funds, as well as any Credit Items reported by the Local Government.
 - (f) “**Local Government Fiscal Framework Act**” means the *Local Government Fiscal Framework Act*, SA 2019, c.L-21.5, as amended from time to time.

File No: 02334-010

- (g) **“Program Guidelines”** means, unless the context requires otherwise, the *Local Government Fiscal Framework Capital Program Guidelines* or such other guidelines or directions applicable to the Local Government Fiscal Framework Capital Program as prescribed or determined by the Minister, as amended from time to time.
- (h) **“Project”** has the meaning ascribed to such term in the Program Guidelines.
- (i) **“Statement of Expenditures and Project Outcomes”** has the meaning ascribed to such term in the Program Guidelines.

Funding

- 2. The Minister agrees to provide Funding to the Local Government in accordance with and subject to the *Local Government Fiscal Framework Act*, and subject to the following:
 - (a) funding is subject to the appropriation of monies for the purposes of this Agreement by the Legislature of Alberta;
 - (b) the Parties shall execute this Agreement and the Local Government shall return an executed Agreement to the Minister;
 - (c) compliance with all other payment conditions outlined in the Program Guidelines; and
 - (d) all other terms of this Agreement and the Program Guidelines.

Local Government Responsibilities

- 3. The Local Government will provide to the Minister:
 - (a) an Application for Projects;
 - (b) an annual Statement of Expenditures and Project Outcomes, that includes certification by the Local Government that it is compliant with the terms and conditions of this Agreement and the Program Guidelines;
 - (c) annual financial statements; and
 - (d) any other information requested by the Minister in relation to this Agreement or the Funding,

and where the Program Guidelines prescribe a format for any of (a)-(d), consistent with such format requirements.

- 4. The Local Government agrees to:
 - (a) accept the Funding provided under this Agreement subject to; and
 - (b) comply with,all criteria, items, terms, and conditions contained in the Program Guidelines.
- 5. The Local Government agrees that it may not use the Funding, or claim any other compensation, for its costs, expenses, inconvenience, or time expended in relation to the administration of the Funding or the administration of this Agreement.
- 6. The Local Government acknowledges that the Funding provided under this Agreement is not a commitment to fund all potential Project costs. The Local Government is responsible for ensuring suitable financing is in place for each Project.
- 7. The Local Government agrees to allow the Minister or person authorized by the Minister access to each Project site.

Termination of Agreement

8. The Minister may terminate this Agreement by notifying the Local Government in writing on 90 days' notice. Upon termination under this clause:
 - (a) the Local Government may use any unexpended portion of the Funding, which prior to termination was formally committed to the Local Government in accordance with the Program Guidelines, regardless of whether such Funding has yet been paid to the Local Government; and
 - (b) all provisions of this Agreement shall continue to apply to the Funding in (a) as though the Agreement had not been terminated.

Debt to the Crown

9. If the Local Government owes an amount to the Crown in right of Alberta, the Minister may deduct from the Funding all or a portion of the amount owing.

Repayment of Funding

10. If the Local Government does not meet all its obligations under this Agreement, or uses the Funding for any unauthorized purpose, the Minister will notify the Local Government of such breach in writing and the Local Government must remedy such breach within a reasonable time in the Minister's sole discretion as so stated in the notice. If, in the opinion of the Minister, the Local Government does not remedy the breach, the Minister may require the Local Government to repay all or part of the Funding, or such lesser amount as the Minister may determine, to the Minister, or the Minister may deduct from the Local Government's future Funding all or a portion of the amount owing.

Local Government Indemnity and Insurance

11. The Local Government shall indemnify and hold harmless the Minister and the Minister's employees and agents against and from any third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) for which the Local Government is legally responsible in relation to the subject matter of this Agreement, including those arising out of negligence or willful acts by the Local Government or its employees, officers, contractors, or agents.
12. The Local Government shall ensure that it maintains suitable insurance coverage including but not limited to liability insurance with appropriate terms and limits for any Project and, when applicable, property insurance on an "all risk" basis covering the Project for replacement cost.

Independent Status

13. The Local Government is an independent legal entity and nothing in this Agreement is to be construed as creating a relationship of employment, agency, or partnership between the Minister and the Local Government. Neither Party shall allege or assert for any purpose that this Agreement constitutes or creates a relationship of employment, partnership, agency, or joint venture.
14. Any persons engaged by the Local Government to provide goods and services in carrying out this Agreement are employees, agents or contractors of the Local Government and not of the Minister.

Conflicts

15. The Local Government shall not enter into any other agreement, the requirements of which will conflict with the requirements of this Agreement, or that will or may result in its interest in any other agreement and this Agreement being in conflict.
16. The Local Government shall ensure that the Local Government and its officers, employees and agents:

- (a) conduct their duties related to this Agreement with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality to question;
- (b) not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
- (c) have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this Agreement,

and the Local Government shall promptly disclose to the Minister any such conflict of interest or apparent conflict of interest arising under this clause.

Freedom of Information and Protection of Privacy

17. The Local Government acknowledges that this Agreement may be subject to disclosure pursuant to the *Freedom of Information and Protection of Privacy Act (Alberta) (FOIP)*. The Local Government further acknowledges that FOIP applies to information obtained, related, generated, collected, or provided to the Minister under this Agreement and that any information in the custody or under the control of the Minister may be disclosed.

General Provisions

18. This Agreement will come into effect April 1, 2024, and will be in effect until March 31, 2034, unless terminated in accordance with this Agreement.
19. The Parties may amend this Agreement only by mutual written agreement signed by the Parties.
20. This Agreement is the entire agreement between the Minister and the Local Government with respect to the Funding. There are no other agreements, representations, warranties, terms, conditions, or commitments except as expressed in this Agreement.
17. Notwithstanding any other provisions of this Agreement, those clauses of this Agreement which by their nature continue after the conclusion or termination of this Agreement shall continue after such conclusion or termination, including without limitation clauses:
- (a) Local Government Responsibilities – Clauses 3 to 7;
 - (b) Repayment of Funding – Clause 10;
 - (c) Local Government Indemnity – Clause 11;
 - (d) Freedom of Information and Protection of Privacy – Clause 17; and
 - (e) Entire Agreement – Clause 20.
18. Any notice, approval, consent, or other communication under this Agreement shall be deemed to be given to the other Party if in writing and personally delivered, sent by prepaid registered mail, couriered or emailed to the addresses as follows:

The Minister:

c/o Director, Grant Program Delivery
Municipal Affairs
15th Floor Commerce Place
10155 - 102 Street
Edmonton AB T5J 4L4
Email: MA.LGFFcapital@gov.ab.ca

Local Government:

Village of Hill Spring
PO Box 40
Hill Spring AB T0K 1E0
Attention: Chief Administrative Officer
Email: office@hillspring.ca

Either Party may change its contact information by giving written notice to the other in the above manner.

19. This Agreement does not replace, supersede, or alter the terms of any other existing funding agreement between the Minister and the Local Government.
20. Nothing in this Agreement in any way relieves the Local Government from strict compliance with the *Local Government Fiscal Framework Act* or otherwise impacts the interpretation or application of the *Local Government Fiscal Framework Act*.
21. The rights, remedies, and privileges of the Minister under this Agreement are cumulative and any one or more may be exercised.
22. If any portion of this Agreement is deemed to be illegal or invalid, then that portion of the Agreement shall be deemed to have been severed from the remainder of the Agreement and the remainder of the Agreement shall be enforceable.
23. This Agreement is binding upon the Parties and their successors.
24. This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the Parties submit to the jurisdiction of the courts of Alberta for the interpretation and enforcement of this Agreement.
25. The Local Government represents and warrants to the Minister that the execution of the Agreement has been duly and validly authorized by the Local Government in accordance with all applicable laws.
26. The Local Government shall not assign, either directly or indirectly, this Agreement or any right of the Local Government under this Agreement.
27. A waiver of any breach of a term or condition of this Agreement will not bind the Party giving it unless it is in writing. A waiver which is binding will not affect the rights of the Party giving it with respect to any other or any future breach.
28. Time is of the essence in this Agreement.

This space left intentionally blank.

29. Communication of execution of this Agreement emailed in PDF format shall constitute good delivery.

The Parties have therefore executed this Agreement, each by its duly authorized representative(s), on the respective dates shown below.

HIS MAJESTY IN RIGHT OF ALBERTA, as represented by the Minister of Municipal Affairs

Signed by the
Minister of Municipal Affairs
of the Province of Alberta

Per: 
Name: Ric McIver
Title: Minister of Municipal Affairs
Date: May 29, 2024

LOCAL GOVERNMENT

Signed by a duly
authorized representative
of the Local Government

Per: _____
Name of Local Government:
Name of signatory:
Title:
Date:

Signed by a duly
authorized representative
of the Local Government

Per: _____
Name of Local Government:
Name of signatory:
Title:
Date:

LOCAL GOVERNMENT FISCAL FRAMEWORK OPERATING PROGRAM

MEMORANDUM OF AGREEMENT

BETWEEN:

HIS MAJESTY IN RIGHT OF ALBERTA, as
represented by the Minister of Municipal Affairs
(hereinafter called the “**Minister**”)

AND

THE VILLAGE OF HILL SPRING in the Province of Alberta
(hereinafter called the “**Local Government**”)

(Collectively, the “**Parties**,” and each a “**Party**”)

WHEREAS the Minister recognizes the benefits of providing operating funding to assist local governments in delivering municipal services to Albertans; and

WHEREAS under the *Ministerial Grants Regulation*, Alta Reg 215/2022 the Minister is authorized to make grants and enter into agreements with respect to any matters relating to the payment of grants.

WHEREAS the Local Government and the Minister are entering into this Agreement governing the use and purpose of the grant.

NOW THEREFORE in consideration of the mutual terms and conditions hereinafter specified, **THE PARTIES AGREE AS FOLLOWS:**

Definitions

1. In this Agreement,
 - (a) “**Agreement**” means this grant funding agreement between the Parties, which may, from time to time, be amended by the Parties.
 - (b) “**Credit Items**” has the meaning ascribed to such term in the Program Guidelines.
 - (c) “**Eligible Expenditures**” means “eligible expenditures” and “eligible expenses” as described in the Program Guidelines.
 - (d) “**Funding**” means any grant funds paid by the Minister to the Local Government under this Agreement, to be used solely for Eligible Expenditures, and includes any earned interest on the said funds that may be realized by the Local Government as a result of holding or investing any or all of the funds, as well as any Credit Items reported by the Local Government.
 - (e) “**Grants Regulation**” means the Ministerial Grants Regulation, Alta Reg 215/2022, as amended from time to time.
 - (f) “**Program Guidelines**” means, unless the context requires otherwise, the Local Government Fiscal Framework Operating Program Guidelines or such other guidelines or directions applicable to the Local Government Fiscal Framework Operating Program as prescribed or determined by the Minister, as amended from time to time.

File No: 02335-010

- (g) **“Statement of Funding and Expenditures”** has the meaning ascribed to such term in the Program Guidelines.

Funding

- 2. The Minister agrees to provide Funding to the Local Government under the Local Government Fiscal Framework Operating Program, subject to the following:
 - (a) funding is subject to the appropriation of monies for the purposes of this Agreement by the Legislature of Alberta;
 - (b) funding allocations determined by the Minister as outlined in the Program Guidelines, and communicated annually to the Local Government by the Minister;
 - (c) the Parties shall execute this Agreement and the Local Government shall return an executed Agreement to the Minister prior to the Minister;
 - (d) compliance with all other payment conditions outlined in the Program Guidelines; and
 - (e) all other terms of this Agreement and the Program Guidelines.

Local Government Responsibilities

- 3. The Local Government will provide to the Minister:
 - (a) an annual Statement of Funding and Expenditures, including certification by the Local Government that it is compliant with the terms and conditions of this Agreement and the Program Guidelines;
 - (b) annual financial statements; and
 - (c) any other information requested by the Minister in relation to this Agreement or the Funding,

and where the Program Guidelines prescribe a format for any of (a)-(c), consistent with such format requirements.

- 4. The Local Government agrees to:
 - (a) accept the Funding provided under this Agreement subject to; and
 - (b) comply with,all criteria, items, terms and conditions contained in the Program Guidelines.

Termination of Agreement

- 5. The Minister may terminate this Agreement by notifying the Local Government in writing on 90 days' notice. Upon termination under this clause:
 - (a) the Local Government may use any unexpended portion of the Funding which prior to termination was formally committed to the Local Government in accordance with the Program Guidelines, regardless of whether such Funding has yet been paid to the Local Government, and
 - (b) all provisions of this Agreement shall continue to apply to the Funding in (a) as though the Agreement had not been terminated.

Debt to the Crown

- 6. If the Local Government owes an amount to the Crown in right of Alberta, the Minister may deduct from the Funding all or a portion of the amount owing.

Repayment of Funding

7. If the Local Government does not meet all its obligations under this Agreement, or uses the Funding for any unauthorized purpose, the Minister will notify the Local Government of such breach in writing and the Local Government must remedy such breach within a reasonable time in the Minister's sole discretion as so stated in the notice. If, in the opinion of the Minister, the Local Government does not remedy the breach, the Minister may require the Local Government to repay all or part of the Funding, or such lesser amount as the Minister may determine, to the Minister, or the Minister may deduct from any future Funding to the Local Government all or a portion of the amount owing.

Local Government Indemnity

8. The Local Government shall indemnify and hold harmless the Minister and the Minister's employees and agents against and from any third-party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) for which the Local Government is legally responsible in relation to the subject matter of this Agreement, including those arising out of negligence or willful acts by the Local Government or its employees, officers, contractors, or agents.

Independent Status

9. The Local Government is an independent legal entity and nothing in this Agreement is to be construed as creating a relationship of employment, agency, or partnership between the Minister and the Local Government. Neither Party shall allege or assert for any purpose that this Agreement constitutes or creates a relationship of employment, partnership, agency, or joint venture.
10. Any persons engaged by the Local Government to provide goods and services in carrying out this Agreement are employees, agents, or contractors of the Local Government and not of the Minister.

Conflicts

11. The Local Government shall not enter into any other agreement, the requirements of which will conflict with the requirements of this Agreement, or that will or may result in its interest in any other agreement and this Agreement being in conflict.
12. The Local Government shall ensure that the Local Government and its officers, employees, and agents:
 - (a) conduct their duties related to this Agreement with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality to question;
 - (b) not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
 - (c) have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this Agreement,

and the Local Government shall promptly disclose to the Minister any such conflict of interest or apparent conflict of interest arising under this clause.

Freedom of Information and Protection of Privacy

13. The Local Government acknowledges that this Agreement may be subject to disclosure pursuant to the *Freedom of Information and Protection of Privacy Act (Alberta) (FOIP)*. The Local Government further acknowledges that *FOIP* applies to information obtained, related, generated, collected or provided to the Minister under this Agreement and that any information in the custody or under the control of the Minister may be disclosed.

General Provisions

14. This Agreement will come into effect April 1, 2024, and will be in effect until March 31, 2034, unless terminated in accordance with this Agreement.
15. The Parties may amend this Agreement only by mutual written agreement signed by the Parties.
16. This Agreement is the entire agreement between the Minister and the Local Government with respect to the Funding. There are no other agreements, representations, warranties, terms, conditions, or commitments except as expressed in this Agreement.
17. Notwithstanding any other provisions of this Agreement, those clauses of this Agreement which by their nature continue after the conclusion or termination of this Agreement shall continue after such conclusion or termination, including without limitation clauses:
 - (a) Local Government Responsibilities – Clauses 3 and 4;
 - (b) Repayment of Funding – Clause 7;
 - (c) Local Government Indemnity – Clause 8;
 - (d) Freedom of Information and Protection of Privacy – Clause 13; and
 - (e) Entire Agreement – Clause 16.
18. Any notice, approval, consent, or other communication under this Agreement shall be deemed to be given to the other Party if in writing and personally delivered, sent by prepaid registered mail, couriered or emailed to the addresses as follows:

The Minister:

c/o Director, Grant Program Delivery
Municipal Affairs
15th Floor Commerce Place
10155 - 102 Street
Edmonton AB T5J 4L4
Email: MA.LGFFoperating@gov.ab.ca

Local Government:

Village of Hill Spring
PO Box 40
Hill Spring AB T0K 1E0
Attention: Chief Administrative Officer
Email: office@hillspring.ca

Either Party may change its contact information by giving written notice to the other in the above manner.

19. This Agreement does not replace, supersede, or alter the terms of any other existing funding agreement between the Minister and the Local Government.

20. Nothing in this Agreement in any way relieves the Local Government from strict compliance with the Grants Regulation or otherwise impacts the interpretation or application of the Grants Regulation.
21. The rights, remedies, and privileges of the Minister under this Agreement are cumulative and any one or more may be exercised.
22. If any portion of this Agreement is deemed to be illegal or invalid, then that portion of the Agreement shall be deemed to have been severed from the remainder of the Agreement and the remainder of the Agreement shall be enforceable.
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HIS MAJESTY IN RIGHT OF ALBERTA, as represented by the Minister of Municipal Affairs

Signed by the
Minister of Municipal Affairs
of the Province of Alberta

Per: 
Name: Ric McIver
Title: Minister of Municipal Affairs
Date: May 29, 2024

LOCAL GOVERNMENT

Signed by a duly
authorized representative
of the Local Government

Per: _____

Name of Local Government:

Name of signatory:

Title:

Date:

Signed by a duly
authorized representative
of the Local Government

Per: _____

Name of Local Government:

Name of signatory:

Title:

Date:



June 18, 2024
PO Box 40, 11E 2nd Ave South
Hill Spring, AB T0K1E0
403-626-6876 (ph)

Dear Fred Rice (United Irrigation District)

Thank you for your presentation to our Council meeting on May 21, 2024. We appreciated the updates we received from United Irrigation District. We feel the service that UID provides is invaluable and a critical component to the Village and our area.

At the meeting, you presented the vision UID has for a new Belly River Reservoir. As a council, we fully endorse this proposal and see this as an important potential project. The creation of this would fill a critical need to mitigating flood risks and provide important retention for local village users and farming. As a council, we approve of the creation of this new reservoir.

Should you have any questions, do not hesitate to contact our CAO Greg Robinson (cao@hillspring.ca).

Sincerely,

Dwight Davis

Mayor

Village of Hill Spring

CAO Report

COUNCIL MEETING JUNE 18, 2024

The following report is designed to provide Council with an update on the activities and projects of the Village. The report is not intended to provide an all-encompassing review of Village or CAO activities. The intent is to provide Council with a brief update on some of the more note worthy activities and events.

Water Commission

Open Houses were held in both the Village of Glenwood and the Village of Hill Spring on June 3rd and 4th. In Hill Spring we had approximately 21 members from the public attend, and in Glenwood approximately 30 were in attendance. Some excellent feedback was received from the public and provided to the Commission members. A report will be provided in July that will include all the materials and comments made from the public.

Emergency Management

More preparation continues as we look to the large table top exercise happening in the Fall between Hill Spring, Glenwood, Cardston County and the Town of Cardston. I have been working on ICS 100 and working with our regional DEM in preparation for this exercise.

Sewage Lagoon

JUNE 2024 UPDATE: We have received the new 20hp pump and crews are getting pre-fab work completed in advance of the installation and line repair work. We anticipate the work will be done in the 2nd week of July. Some evening work will be done during hours that we do not have significant demand on our sewer services. Vac trucks and crews will be here for a few days to complete the work. While this repair has taken far longer than anticipated, I am confident in the crews completing the work and we will have a product that will last us some time.

Summer Work

We have had many willing and able people help spruce up and clean up many of our Village areas. First in June, the Rec Board (with some funding from the County) added new shale and groomed both our ball diamonds. Thank you to all those who helped with this work, the fields look amazing. Also in June, we had several people help in cleaning up our flower barrels and plant new flowers in our 16 flower barrels. We appreciate the planning crew that helped, and they do look great! Work has also begun to clean up the Cemetery (thanks to our Cemetery Committee), Village Shop and community hall. I really appreciate everyone who is helping to improve the Village. If you have any time to spare, Volunteers are always welcome!. Do not hesitate to let me know as there are always small projects like that to continue to clean things up. We are also looking for a new summer employee to help maintain our green spaces. If you know of anyone, please reach out to me directly.

**MINUTES OF THE CARDSTON COUNTY EMERGENCY SERVICES AUTHORITY MEETING HELD MAY 2, 2024,
AT THE CARDSTON COUNTY EMERGENCY SERVICES AUTHORITY BUILDING**

Board Members Present:

Paula Brown – Town of Cardston
Tom Nish – Cardston County
Doral Lybbert – Village of Glenwood

Cam Francis – Cardston County
Don Shideler – Village of Hill Spring
John Grainger – Town of Cardston

Others Present:

Danny Melvin – Fire Chief
Spencer Olsen – Deputy Fire Chief

Suzanne Pierson – Secretary/Treasurer

Commenced at 5:13 p.m.

Paula Brown in the chair.

Opening Prayer: John Grainger

AGENDA

Cam Francis moved to approve the agenda.

Carried

MINUTES

Doral Lybbert moved to accept the meeting minutes of April 4, 2024, as presented.

Carried

NEW BUSINESS

Danny Melvin reported that the April Emergency Services statistics are: 2 false alarms, 3 supports, 4 MVCs, 3 grass fires, and 3 structure fires (2 vehicle fires). The 2024 year-to-date total is 63 calls, compared to 69 in 2023.

Danny Melvin advised that he is working on collecting outstanding receivables. He has been working with an insurance company agent to draft a letter regarding what is needed to have adequate insurance when dealing with fires. He would like to see the letter available to all citizens via websites and include it with tax notices.

Danny Melvin reported that the Trooper concert is proceeding, and both parties involved have had clear expectations.

Danny Melvin advised that the grass fire truck should be received in about three months.

Danny Melvin advised that he went to Waterton to meet the new Superintendent and get the contract signed, but the superintendent was unavailable. He will meet soon to get a signature on the contract.

Danny Melvin reported that 16 staff have been hired for the Waterton contract, with 9 returning from last year.

Danny Melvin advised that a new volunteer firefighter has been recruited by the Authority for Station 1.

Paula Brown asked if payment had been received for the gas leak. The Town of Cardston issued the invoice, and Danny believes it wasn't paid. Atco Gas provided training on dealing with a gas leak with the firefighters.

The board discussed the Town of Magrath's QMPs (Quality Management Plan). The municipality has not responded to the board regarding taking over its QMPs.

Doral Lybbert advised that AHS has put an ambulance in Station 2, and the Village of Glenwood is asking AHS if they can use it for emergencies within the area. The board is willing to write a letter of support for its use.

Paula Brown advised that Jeff Shaw, the Town of Cardston's CAO, is working with AHS to get more rent for the ambulance at Station 1.

Tom Nish moved to approve Danny Melvin's report.

Carried

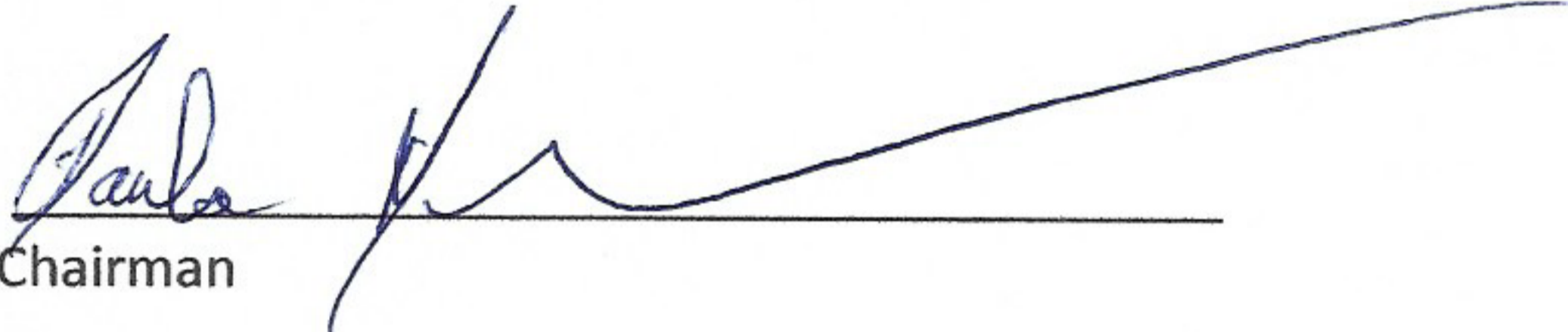
ADJOURNMENT

Don Shideler moved to adjourn.

Carried

Adjournment at 5:32 p.m.

The next board meeting is scheduled for Thursday, June 6, 2024, at 5:15 p.m. at the Cardston County Emergency Services Building.


Chairman