

### Town of Bon Accord AGENDA Regular Council Meeting December 3, 2024, 6:00 p.m. in Council Chambers Live Streamed on Bon Accord YouTube Channel

# 1. CALL TO ORDER AND LAND ACKNOWLEDGEMENT

# 2. ADOPTION OF AGENDA

# 3. PUBLIC HEARING – PUBLIC NOTIFICATION BYLAW 2024-10

### 4. PROCLAMATIONS

### 5. ADOPTION OF MINUTES

5.1. Regular Meeting of Council; November 19, 2024 (enclosure)5.2. Committee of the Whole Meeting; November 27, 2024 (enclosure)

### 6. DELEGATION

# 7. UNFINISHED BUSINESS

### 8. NEW BUSINESS

### 9. BYLAWS/POLICIES/AGREEMENTS

- **9.1.** Public Notification Bylaw 2024-10 Second and Third Readings (enclosure)
- **9.2.** Utilities Bylaw 2024-12 Second and Third Readings (enclosure)
- **9.3.** Waste Collection Bylaw 2024-13 Second and Third Readings (enclosure)
- **9.4.** Tax Installment Payment Plan (TIPP) Bylaw 2024-14 Second and Third Readings (enclosure)
- **9.5.** Tax Penalty Bylaw 2024-15 First Reading (enclosure)
- **9.6.** Purchasing Policy (enclosure)
- **9.7.** Flag Protocol Policy (enclosure)

# 10. WORKSHOPS/MEETINGS/CONFERENCES

**10.1.** Brownlee LLP – Municipal Law Seminar (enclosure)

# **11. CORRESPONDENCE**

**11.1.** Homeland Housing – Letter of Support Request (enclosure)

# **12. NOTICE OF MOTION**

# **13. CLOSED SESSION**

# **14. ADJOURNMENT**



#### COUNCIL PRESENT

Deputy Mayor Timothy J. Larson – Chair Councillor Lynn Bidney Councillor Lacey Laing Councillor Tanya May

# REGRETS

Mayor Brian Holden

# **ADMINISTRATION**

Jodi Brown – Town Manager Falon Fayant – Corporate Services Manager Jay Nagra – Economic Development and Safe Communities Coordinator Terry Doerkson – Infrastructure Manager Jessica Spaidal – Legislative Services and Communications Coordinator

# CALL TO ORDER AND LAND ACKNOWLEDGEMENT

Deputy Mayor Larson called the meeting to order at 9:00 a.m.

# ADOPTION OF AGENDA

COUNCILLOR MAY MOVED THAT Council adopt the November 19, 2024 agenda as presented.

**CARRIED UNANIMOUSLY RESOLUTION 24-474** 

# ADOPTION OF MINUTES

**Regular Meeting of Council; November 5, 2024** COUNCILLOR BIDNEY MOVED THAT Council adopt the November 5, 2024 Regular Meeting of Council minutes as presented. **CARRIED UNANIMOUSLY RESOLUTION 24-475** 

# **DELEGATION – CLOSED SESSION**

Stephanie Westlake – Alberta Municipalities – Jewel Box Insurance – FOIP Act Section 24 Advice from Officials

COUNCILLOR MAY MOVED THAT Council enter into closed session to discuss Stephanie Westlake – Alberta Municipalities – Jewel Box Insurance –

FOIP Act Section 24 Advice from Officials at 9:03 a.m.

# CARRIED UNANIMOUSLY RESOLUTION 24-476

DEPUTY MAYOR LARSON MOVED THAT Council come out of closed session at 9:20 p.m.

CARRIED UNANIMOUSLY RESOLUTION 24-477



### Stephanie Westlake – Alberta Municipalities – Jewel Box Insurance – FOIP Act Section 24 Advice from Officials COUNCILLOR LAING MOVED THAT Council accept the delegation as information. CARRIED UNANIMOUSLY RESOLUTION 24-478

### DEPARTMENTS REPORT

COUNCILLOR BIDNEY MOVED THAT Council accept the report as information. CARRIED UNANIMOUSLY RESOLUTION 24-479

#### UNFINISHED BUSINESS

**Golden Gems Funding Request** COUNCILLOR MAY MOVED THAT Council directs administration to provide funding to the Golden Gems in the amount of \$277.33 for their sign replacement. **CARRIED UNANIMOUSLY RESOLUTION 24-480** 

#### **NEW BUSINESS**

#### Financial Plans

COUNCILLOR BIDNEY MOVED THAT Council accepts the 3-Year Operating Plan, the 5-Year Capital Plan, and the 10-Year Capital Plan as information. CARRIED UNANIMOUSLY RESOLUTION 24-481

Deputy Mayor Larson called a short recess at 10:41 a.m. CARRIED UNANIMOUSLY RESOLUTION 24-482

Deputy Mayor Larson called the meeting back to order at 10:46 a.m.

#### Utility Payment Relief Pilot

COUNCILLOR MAY MOVED THAT Council approves the Utility Payment Relief pilot program for one year.

**CARRIED UNANIMOUSLY RESOLUTION 24-483** 

#### Pembina Pipelines Sponsorship Revenue Allocation

COUNCILLOR LAING MOVED THAT Council directs administration to allocate the remaining sponsorship revenue to offset operational costs for the arena with Council approving up to \$800 of the Pembina Pipelines sponsorship revenue for the cost of the Skate Safe event to be held in January 2025 AND FURTHER THAT Council direct administration to print the Public Skating Guidelines signage in house.

#### 1 Opposed

**CARRIED RESOLUTION 24-484** 

#### **BYLAWS**|POLICIES|AGREEMENTS



### Utilities Bylaw 2024-12 – First Reading

COUNCILLOR LAING MOVED THAT Council gives 1st reading to Utilities Bylaw 2024-12 as presented.

1 Opposed

### **CARRIED RESOLUTION 24-485**

# Waste Collection Bylaw 2024-13 – First Reading

COUNCILLOR BIDNEY MOVED THAT Council gives 1st reading to Waste Collection Bylaw 2024-13 as presented.

### CARRIED UNANIMOUSLY RESOLUTION 24-486

COUNCILLOR LAING MOVED THAT the meeting go past 12 p.m. if necessary. 1 Opposed DEFEATED RESOLUTION 24-487

COUNCILLOR MAY MOVED THAT the meeting proceed past 12 p.m. if necessary, and that Council allows Councillor May to attend virtually. **CARRIED UNANIMOUSLY RESOLUTION 24-488** 

#### Tax Installment Payment Plan (TIPP) Bylaw

COUNCILLOR MAY MOVED THAT Council gives 1st reading to Tax Installment Payment Plan (TIPP) Bylaw 2024-14 as presented. CARRIED UNANIMOUSLY RESOLUTION 24-489

# WORKSHOPS/MEETINGS/CONFERENCES

#### Annual Council Workshop

COUNCILLOR BIDNEY MOVED THAT Council approves the final Annual Council Workshop agenda, amending the start time to 8:30 with a 30 minute lunch break, with the food choices of Chelsea's and Subway at a cost of up to \$300.

# **CARRIED UNANIMOUSLY RESOLUTION 24-490**

### COUNCIL REPORTS

COUNCILLOR MAY MOVED THAT Council accept the Council reports as presented. CARRIED UNANIMOUSLY RESOLUTION 24-491

#### CORRESPONDENCE

#### *Morinville Lite Up the Nite Mixer Invitation* COUNCILLOR MAY MOVED THAT Council direct administration to RSVP Mayor Holden to the Lite Up the Nite Mixer, if he wishes. **CARRIED UNANIMOUSLY RESOLUTION 24-492**

#### 3rd Canadian Division's Annual Holiday Reception Invitation



COUNCILLOR LAING MOVED THAT Council direct administration to RSVP Councillor Laing for the December 12th 3<sup>rd</sup> Canadian Division Holiday Reception. **2 Opposed DEFEATED RESOLUTION 24-493** 

Councillor May left the meeting at 12 p.m.

COUNCILLOR BIDNEY MOVED THAT Council take a recess for lunch at 12 p.m. **CARRIED UNANIMOUSLY RESOLUTION 24-494** 

The meeting resumed at 12:35 p.m.

Councillor May joined the meeting virtually at 12:35 p.m.

### CLOSED SESSION

- Microgeneration Market FOIP Act Section 16 Disclosure harmful to business interests of a third party, Section 24 Advice from officials
- Arena Advertising Agreement FOIP Act Section 24 Advice from officials
- Local Growth and Sustainability Grant (LGSG) FOIP Act Section 21 Disclosure harmful to intergovernmental relations
- Community Asset Sponsorship Package FOIP Act Section 24 Advice from officials and Section 25 Disclosure harmful to economic and other interests of a public body

COUNCILLOR LAING MOVED THAT Council enter into closed session to discuss Microgeneration Market – FOIP Act Section 16 Disclosure harmful to business interests of a third party, Section 24 Advice from officials, Arena Advertising Agreement – FOIP Act Section 24 Advice from officials, Local Growth and Sustainability Grant (LGSG) – FOIP Act Section 21 Disclosure harmful to intergovernmental relations, and Community Asset Sponsorship Package – FOIP Act Section 24 Advice from officials and Section 25 Disclosure harmful to economic and other interests of a public body at 12:35 p.m. **CARRIED UNANIMOUSLY RESOLUTION 24-495** 

Councillor May left the meeting at 12:52 p.m.

Councillor Bidney left the meeting at 1:08 p.m. Councillor Bidney returned to the meeting at 1:09 p.m.

COUNCILLOR LAING MOVED THAT Council come out of closed session at 1:35 p.m. **CARRIED UNANIMOUSLY RESOLUTION 24-496** 

# *Microgeneration Market – FOIP Act Section 16 Disclosure harmful to business interests of a third party, Section 24 Advice from officials*



COUNCILLOR BIDNEY MOVED THAT Council accept the information be accepted as presented.

# **CARRIED UNANIMOUSLY RESOLUTION 24-497**

Arena Advertising Agreement – FOIP Act Section 24 Advice from officials COUNCILLOR LAING MOVED THAT Council directs administration to bring back more information.

**CARRIED UNANIMOUSLY RESOLUTION 24-498** 

Local Growth and Sustainability Grant (LGSG) – FOIP Act Section 21 Disclosure harmful to intergovernmental relations

COUNCILLOR BIDNEY MOVED THAT Council directs administration to proceed as directed.

**CARRIED UNANIMOUSLY RESOLUTION 24-499** 

Community Asset Sponsorship Package – FOIP Act Section 24 Advice from officials and Section 25 Disclosure harmful to economic and other interests of a public body COUNCILLOR LAING MOVED THAT Council directs administration to bring back more information.

**CARRIED UNANIMOUSLY RESOLUTION 24-500** 

#### ADJOURNMENT

COUNCILLOR LAING MOVED THAT the November 19, 2024 Regular Meeting of Council adjourn at 1:37 p.m.

CARRIED UNANIMOUSLY RESOLUTION 24-501

Deputy Mayor Timothy Larson – Chair

Jodi Brown, CAO



### Town of Bon Accord Committee of the Whole Meeting Minutes November 27, 2024, 5:00 p.m. in Council Chambers Live streamed on Bon Accord YouTube Channel

#### COUNCIL PRESENT

Mayor Brian Holden Deputy Mayor Timothy J. Larson Councillor Lynn Bidney – Chair Councillor Lacey Laing Councillor Tanya May

# **ADMINISTRATION**

Jodi Brown, Town Manager Falon Fayant, Corporate Services Manager Jessica Spaidal – Legislative Services and Communications Coordinator

# CALL TO ORDER AND LAND ACKNOWLEDGEMENT

Councillor Bidney called the meeting to order at 5:00 p.m.

# ADOPTION OF AGENDA

COUNCILLOR BIDNEY MOVED THAT Council adopt the agenda for November 27, 2024, as presented. CARRIED UNANIMOUSLY RESOLUTION 24-502

#### **BYLAWS/POLICIES/AGREEMENTS**

*Flag Protocol Policy* The policy was reviewed and discussed.

#### Tax Penalty Bylaw

The bylaw was reviewed and discussed.

#### Council Chambers Usage Policy

The policy was reviewed and discussed.

#### Purchasing Policy

The policy was reviewed and discussed.

#### CLOSED SESSION

- Fire Services FOIP Act Section 21 Disclosure harmful to intergovernmental relations
- Enforcement Services FOIP Act Section 21 Disclosure harmful to intergovernmental relations and Section 24 Advice from officials
- Enforcement Issue FOIP Act Section 17 Disclosure harmful to personal privacy, Section 24 Advice from officials, and Section 27 Privileged information



Town of Bon Accord Committee of the Whole Meeting Minutes November 27, 2024, 5:00 p.m. in Council Chambers Live streamed on Bon Accord YouTube Channel

- Animal Control Bylaw FOIP Act Section 27 Privileged information
- Community Programming FOIP Act Section 16 Disclosure harmful to business interests of a third party and Section 25 Disclosure harmful to economic and other interests of a public body

DEPUTY MAYOR LARSON MOVED THAT Council enter into closed session to discuss *Fire Services – FOIP Act Section 21 Disclosure harmful to intergovernmental relations, Enforcement Services – FOIP Act Section 21 Disclosure harmful to intergovernmental relations and Section 24 Advice from officials, Enforcement Issue - FOIP Act Section 17 Disclosure harmful to personal privacy, Section 24 Advice from officials, and Section 27 Privileged information, Animal Control Bylaw – FOIP Act Section 16 Disclosure harmful to business interests of a third party and Section 25 Disclosure harmful to economic and other interests of a public body at 5:36 p.m.* 

### **CARRIED UNANIMOUSLY RESOLUTION 24-503**

COUNCILLOR LAING MOVED THAT Council come out of closed session at 7:01 p.m. **CARRIED UNANIMOUSLY RESOLUTION 24-504** 

DEPUTY MAYOR LARSON MOVED THAT Council go back into closed session at 7:01 p.m. for item 7.3.

CARRIED UNANIMOUSLY RESOLUTION 24-505

COUNCILLOR LAING MOVED THAT Council come out of closed session at 7:06 p.m. **CARRIED UNANIMOUSLY RESOLUTION 24-506** 

# ADJOURNMENT

MAYOR HOLDEN MOVED THAT the November 27, 2024 Committee of the Whole Meeting adjourn at 7:07 p.m.

CARRIED UNANIMOUSLY RESOLUTION 24-507

Councillor Bidney - Chair

Jodi Brown, CAO

# TOWN OF BON ACCORD

# **REQUEST FOR DECISION**

Meeting: Meeting Date: Presented by:	Regular Meeting of Council December 3, 2024 Jessica Spaidal, Legislative Services & Communications Coordinator
Title:	Public Notification Bylaw 2024-10
Agenda Item No.	9.1

# **BACKGROUND/PROPOSAL**

As a result of amendments to the Municipal Government Act (MGA) in 2017, section 606.1 was added, which permits a municipal Council to pass a bylaw to provide for one or more methods for statutory advertising of proposed bylaws, resolutions, meetings, public hearings, and other things, which may include electronic means of statutory advertising.

The Public Notification Bylaw 2024-10 provides for alternative methods of statutory advertising for proposed bylaws, resolutions, meetings, public hearings, and other decisions and actions that are legally required to be advertised.

Council gave first reading to Bylaw 2024-10 on August 20, 2024. To date, all statutory advertising and petition period requirements have been met.

# DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

Currently, the Town has no advertising bylaw in place, therefore, advertising requirements must adhere to the legislated requirements in the MGA. The main method of advertising mandated by the MGA is placing an ad in a local newspaper for 2 consecutive weeks, with the date of publishing for the second week to be no later than 5 days prior to the date of the public hearing.

If these requirements are not met, the advertising requirement will only be met in time if public notices are hand delivered. Historically, this has been done by public works staff, if required.

The proposed Public Notification Bylaw will still allow the Town to publish in the newspaper but will allow the Town to meet statutory advertising requirements by electronic means as follows:

Section 3.2

- Posted prominently on the Town's official website; and
- Posted for at least 10 days before the advertised item occurs.

The Town will continue to provide advertisements to the local newspaper to reach residents who do not actively use electronic technology as long as a newspaper is in circulation in Town.

# Section 3.3

If an Accredited Local Newspaper is in circulation at the time of the advertising, then, in addition to the requirements of section 3.2, a Statutory Advertisement shall be published in an Accredited Local Newspaper at least once. If, in the opinion of Town Administration, there is no Accredited Local Newspaper in publication and available for placement of advertisements at the time of advertising, publication shall not constitute a requirement for advertising under this bylaw or s. 606(2)(a) of the Act.

The Public Notification Bylaw continues to allow for additional advertising that has been done in the past such as:

# Section 3.4

- Advertising in an Accredited Local Newspaper;
- Posting to the Town's social media account(s); and
- Mailing or delivering the information to every residence in the area to which the proposed bylaw, resolution or other thing relates, or in which the meeting or hearing is to be held.

# Considerations for the public notification bylaw:

- Obsolescence of printed advertising,
- Publishing errors or missed deadlines,
- Public reach of the advertising methods used (value for cost),
- Timeline for reasonable notice to the public, and
- Time spent hand delivering public notices by public works staff.

# Timelines

To allow the Public Notification Bylaw to be used in the 2025 election year, the bylaw must have third and final reading by December 31, 2024.

As per the MGA, an advertising bylaw: must be advertised, must include a 60-day petition period, and a public hearing must be held.

The public hearing and second and third reading cannot occur until the 60-day petition period has expired. Further, section 231(4) of the MGA states a petition must be filed within 60 days after the last date on which the bylaw is advertised. Therefore, this 60-day period would start the day after the paper comes out on the second week of advertising.

# Proposed timeline to ensure legislative requirements are met:

- First Reading: August 20
- Petition Period Advertising: August 28 + September 4
- 60-day petition period: September 5 through November 3
- 2 weeks of consecutive advertising for the Public Notification Bylaw in the local newspaper: November 13 and 20
- Public Hearing, Second and Third Readings: December 3

Due to the Canada Post strike that began on November 15, 2024, an additional notice for the December 3, 2024 Public Hearing was distributed to residents by hand by our Public Works staff on November 29, 2024 to ensure that legislated advertising requirements were met.

# STRATEGIC ALIGNMENT (Councils Strategic Plan 2022-2026)

Value Statement: Professionalism

• Administration and Council manage the affairs of Bon Accord in a competent, reliable manner, to maintain a safe and prosperous community to work and live.

# Value Statement: Collaboration

• Discussion is welcome from all levels of government, neighbouring municipalities, residents and businesses in the Town, the place we call home.

# **COSTS/SOURCES OF FUNDING**

The cost of advertising in the newspaper is approximately \$215 per week, per ad.

# **RECOMMENDED ACTION (by originator)**

# Both of the following:

# Resolution #1

THAT Council gives second reading to Public Notification Bylaw 2024-10 as presented.

# Resolution #2

THAT Council gives third and final reading to Public Notification Bylaw 2024-10 as presented.

#### TOWN OF BON ACCORD BYLAW 2024-10 PUBLIC NOTIFICATION BYLAW

# A BYLAW OF THE TOWN OF BON ACCORD, IN THE PROVINCE OF ALBERTA TO ESTABLISH AN ALTERNATIVE METHOD FOR ADVERTISING STATUTORY NOTICES.

WHEREAS, pursuant to section 606 of the Municipal Government Act, a council must give notice of certain bylaws, resolutions, meetings, public hearings or other things by advertising in a newspaper or other publication circulating in the area, mailing or delivering a notice to every residence in the affected area or by another method provided for in a bylaw under section 606.1;

AND WHEREAS, pursuant to section 606.1(1) of the Municipal Government Act, a council may, by bylaw, provide for one or more methods, which may include electronic means, for advertising proposed bylaws, resolutions, meetings, public hearings and other things referred to in section 606;

AND WHEREAS Council is satisfied that the advertising method set out in this Bylaw is likely to bring matters advertised by that method to the attention of substantially all residents in the area to which the bylaw, resolution or other thing relates or in which the meeting or hearing is to be held;

NOW THEREFORE, the Council of the Town of Bon Accord, in the Province of Alberta, duly assembled, enacts as follows:

#### 1. TITLE

1.1. This Bylaw may be referred to as the "Public Notification Bylaw" of the Town of Bon Accord.

#### 2. DEFINITIONS

- 2.1. "Accredited Local Newspaper" means a newspaper that:
  - a. focuses its news coverage on events and happenings within the Town
  - b. is typically published in print format at least once per week;
  - c. is of general circulation within the Town and is available to the majority of the Town residents; and
  - d. includes paid advertisements.
- 2.2. "Act" means the Municipal Government Act, R.S.A. 2000 c M-26, as amended.
- 2.3. "Town" means the municipal corporation of the Town of Bon Accord.
- 2.4. "Statutory Advertisements" means proposed bylaws, resolutions, meetings, public hearings and other things referred to in s. 606 of the Act.

#### 3. STATUTORY ADVERTISING METHODS

- 3.1. Unless otherwise advertised in accordance with the Act, all Statutory Advertisements shall be advertised in accordance with this bylaw.
- 3.2. Statutory Advertisements shall be:
  - a. Posted prominently on the Town's official website; and
  - b. Posted for at least 10 days before the advertised item occurs.

### TOWN OF BON ACCORD BYLAW 2024-10 PUBLIC NOTIFICATION BYLAW

- 3.3.If an Accredited Local Newspaper is in circulation at the time of the advertising, then, in addition to the requirements of section 3.2, a Statutory Advertisement shall be published in an Accredited Local Newspaper at least once. If, in the opinion of Town Administration, there is no Accredited Local Newspaper in publication and available for placement of advertisements at the time of advertising, publication shall not constitute a requirement for advertising under this bylaw or s. 606(2)(a) of the Act.
- 3.4.In addition to the public notification requirements in section 3.2, the Town may also communicate Statutory Advertisements by other means such as:
  - a. Advertising in an Accredited Local Newspaper;
  - b. Posting to the Town's social media account(s); and
  - c. Mailing or delivering the information to every residence in the area to which the proposed bylaw, resolution or other thing relates, or in which the meeting or hearing is to be held.
- 4. SEVERABILITY
  - 4.1.It is the intention of Council that each separate provision of this Bylaw shall be deemed independent of all other provisions, and it is further the intention of Council that if any provision of this Bylaw be declared invalid, that provision shall be deemed to be severed and all other provisions of the Bylaw shall remain in force and effect.

This Bylaw shall come into force and effect on third and final reading.

READ A FIRST TIME THIS 20th day of August 2024.

PUBLIC HEARING HELD THIS 3rd day of December 2024.

READ A SECOND TIME THIS \_\_\_\_\_ day of \_\_\_\_\_ 2024.

READ A THIRD TIME THIS \_\_\_\_\_ day of \_\_\_\_\_ 2024.

SIGNED AND PASSED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Mayor Brian Holden

Chief Administrative Officer Jodi Brown

# TOWN OF BON ACCORD

# **REQUEST FOR DECISION**

Meeting: Meeting Date: Presented by:	Regular Meeting of Council December 3, 2024 Falon Fayant, Corporate Services Manager
Title:	Utilities Bylaw 2024-12, 2 <sup>nd</sup> & 3 <sup>rd</sup> Reading
Agenda Item No.	9.2

# BACKGROUND/PROPOSAL

Council gave first reading to Utilities Bylaw 2024-12 as presented at the regular meeting on November 19<sup>th</sup>. (Resolution #24-485).

The Utilities Bylaw for water and wastewater needs to be updated for 2025 due to the changing utility rates approved within the interim 2025 Operating Budget. The rates need to be updated prior to the first billing for January 2025.

# DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

The rate from Capital Region Northwest Water Services Commission (CRNWSC) is projected to decrease, and the rate from Arrow Utilities will increase from \$1.85/m3 to \$2.05/m3.

The following rates were approved in the 2025 interim operating budget.

<u>Water</u>

- Water: \$3.30/m3 (No change from 2024).
- Bulkwater: \$5.84/m3 with a 10% discount for customers who use their online account (No change from 2024).

The budget presentation recommended keeping the water rate the same despite the rate from CRNWSC being projected to decrease because the water department is already operating at a deficit. The best-recommended practice is full-cost recovery for utilities.

- Base Service Charge: \$11.00 (No change from 2024).
- Capital Rate Rider: \$1.50 (Increase from \$1.00 in 2024).

The budget presentation recommended a slight increase to the capital rate rider to replenish reserves and continue planning for infrastructure asset management repair and replacement.

# <u>Wastewater</u>

• Wastewater: \$3.58/m3 (Increase from \$3.38/m4 in 2024).

The budget presentation recommended increasing the wastewater rate by \$0.20/m3, which is the increase from Arrow Utilities.

- Base Service Charge: \$11.00 (No change from 2024).
- Capital Rate Rider: \$2.00 (Increase \$1.50/m3 in 2024).

The budget presentation recommended a slight increase to the capital rate rider to replenish reserves and continue planning for infrastructure asset management repair and replacement. Half of the increase goes to wastewater and half to stormwater.

A Utility Bill Comparison has been attached to this RFD to show the impact on the average residential, commercial, and institutional resident. Please also note that the rates have been updated per legislation to be the same for each resident, whether they are considered residential, commercial, or institutional.

Administration recommends a repeal and replacement, whereas Utilities Bylaw 2024-12 would repeal Bylaw 2024-01 rather than amending Schedule "A" Utility Rates and Other Charges. This process keeps all the utilities' bylaw information together in one document rather than having to reference two separate documents, helping keep the information clear and concise.

Amending the Utilities Bylaw 2024-12 would cause changes to the approved 2025 interim operating budget in the water and wastewater departments.

# STRATEGIC ALIGNMENT

# Values Statement: Professionalism

• Administration and Council manage the affairs of Bon Accord in a competent, reliable manner, to maintain a safe and prosperous community to work and live.

# Values Statement: Stewardship

• Administration and Council embody the responsible planning and management of our resources.

# Priority #3: Infrastructure

• The Town of Bon Accord is maintaining and improving all infrastructure in a fiscally responsible manner.

# **COSTS/SOURCES OF FUNDING**

# 2025 Operating Budget

# **RECOMMENDED ACTION (by originator)**

# Both #1 & 2

- 1. THAT Council gives 2<sup>nd</sup> reading to Utilities Bylaw 2024-12 as presented.
- 2. THAT Council gives 3<sup>rd</sup> and final reading to Utilities Bylaw 2024-12 as presented.

# Or

THAT Council directs administration to amend Utilities Bylaw 2024-12 as discussed and bring back to the next meeting.



RESIDENTIAL			2025		2024		Difference	
Monthly Consumption (based on 12m <sup>3</sup> /month)								
- Water (No Increase \$3.30/m3)		\$	39.60	\$	39.60	\$	-	
- Sewage (Increase from \$3.38 to \$3.58/m3)		\$	42.96	\$	36.36	\$	6.60	
Water Service Charge & Capital Rider		\$	12.50	\$	12.00	\$	0.50	
Sewer Service Charge & Capital Rider		\$	13.00	\$	12.50	\$	0.50	
Garbage		\$	17.40	\$	16.15	\$	1.25	
	Per Month	\$	125.46	\$	116.61	\$	8.85	
	Por Voar	ć	1,505.52	ć	1,399.32	\$	106.20	
	rei ieai	Ş	1,505.52	Ş	1,399.32	Ş	100.20	
COMMERCIAL			2025		2024		Difference	
Monthly Consumption (based on 35m <sup>3</sup> /month)								
- Water (No Increase \$3.30/m3)		\$	115.50	\$	113.75	\$	1.75	
- Sewage (Increase from \$3.33 to \$3.58/m3)		\$	125.30	\$	104.30	\$	21.00	
Water Service Charge & Capital Rider		\$	12.50	\$	16.50	\$	(4.00)	
Sewer Service Charge & Capital Rider		\$	13.00	\$	17.00	\$	(4.00)	
	Per Month	\$	266.30	\$	251.55	\$	14.75	
	Per Year	Ś	3,195.60	Ś	3,018.60	\$	177.00	
		T		T		r		
INSTITUTIONAL			2024		2023		Difference	
Monthly Consumption (based on 75m <sup>3</sup> /month)								
- Water (No Increase \$3.30/m3)		\$	243.75	\$	243.75	\$	-	
- Sewage (Increase from \$2.98 to \$3.58/m3)		\$	268.50	\$	223.50	\$	45.00	
Water Service Charge & Capital Rider		\$	12.50	\$	21.50	\$	(9.00)	
Sewer Service Charge & Capital Rider		\$	13.00	\$	22.00	\$	(9.00)	
	Per Month	\$	537.75	\$	510.75	\$	27.00	
	Per Year	¢	6,453.00	¢	6,129.00	\$	324.00	

### A BYLAW OF THE TOWN OF BON ACCORD, IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE REGULATION, OPERATION, AND MAINTENANCE OF A WATER SYSTEM, SEWER SYSTEM, AND STORM SEWER SYSTEM, AND TO PROVIDE FOR THE AUTHORIZATION TO LEVY RATES AND CHARGES THEREOF IN THE TOWN OF BON ACCORD.

WHEREAS the *Municipal Government Act* gives the Municipalities the power to establish charging and collecting of water, sewer, and storm rates to meet the cost of maintaining and operating its utilities distribution systems;

AND WHEREAS the *Municipal Government Act* gives the Municipalities the power to set forth the terms and conditions for the supply and provisions of water, wastewater, and storm systems;

NOW THEREFORE, the Municipal Council of the Town of Bon Accord, duly assembled, hereby enacts as follows:

This Bylaw maybe be cited as the "Utilities Bylaw",

#### 1.0 DEFINITIONS

- 1.1 "Abut" means, in relation to a physical object, to be next to or to have a common boundary with;
- 1.2 "Arrow Utilities" is the organization that provides responsible transmission and treatment for member municipalities.
- 1.3 "Appurtenance" means anything that is attached to the Utility System;
- 1.4 "Backflow Prevention Valve" means a device or mechanism that prevents backflow to avoid untreated or potentially contaminated water/wastewater migration into the waterworks system, approved by the Town or the Government of Alberta;
- 1.5 "Best Management Practices (BMP)" means an integrated plan to control and reduce the release of restricted and Prohibited Waste into the wastewater works to a practicable extent, through methods including physical controls, pre-treatment processes, operational procedures and staff training;
- 1.6 "Biological Waste" means waste from a hospital, medical clinic, health care facility, mortuary or biological research laboratory;
- 1.7 "Bulk Water Outlet" means the Town overhead standpipe capable of dispensing potable water; and does not include the Town's barrel that is located on the premises
- 1.8 "CC" or "Curb Cock" means a shut off valve constructed in line on the Water Service enabling shutting off water supply to a property or section of properties;
- 1.9 "Code of Practice" means a set of practices applicable to specific industrial, commercial, or Institutional sector operations; a Code of Practice identifies mandatory procedures, equipment, training, or other provisions required as a condition of wastewater discharge into the wastewater works system by the specified sector discharger. A Code of Practice may be included in approved Best Management Practices;
- 1.10 "Compliance Program" means the necessary steps undertaken by a discharger to bring wastewater discharged into the wastewater works into compliance with the terms and conditions of this Bylaw or related permit. Compliance Programs are applicable to existing dischargers only; new dischargers must fully comply with the requirements of this bylaw.

- 1.11 "Consumer" means any Person who has applied for or actively holds an Account or Service Connection, has received any Utility Service or is otherwise responsible for paying for the Utility Services;
- 1.12 "Council" means the Municipal Council of The Town of Bon Accord;
- 1.13 "Disconnection" means the cessation or turning off of utility service for a building or a property and may include a final meter reading;
- 1.14 "Emulsifier" means any ingredient used to bind together normally non-combinative substances, such as oil and water;
- 1.15 "Facilities" means any physical Facilities and infrastructure including transmission and distribution pipelines, valves, reservoirs, lagoons, pumping stations, fire hydrants, chambers and pressure reducing valves, meters, and measurement devices owned and operated by the Town, used to supply potable water, and to collect and dispose of wastewater;
- 1.16 "Flashpoint" means the temperature at which enough vapour collects on the surface of a liquid to become flammable. The lower the Flashpoint, the more flammable the material is.
- 1.17 "Institutional" shall mean a hospital, nursing home, hotel, or school;
- 1.18 "Meter Pit" means a pit-like enclosure that protects Water Meters installed outside of buildings and allows access for reading the Meters;
- 1.19 "Municipal Servicing Standards" means the Town's engineered servicing standards as approved by Council;
- 1.20 "Overstrength" means wastewater released to a sewer that is higher in concentration for one or more constituent concentrations set out in Schedule "D" of this Bylaw;
- 1.1. "Overstrength Surcharge" means the rate per kilogram per cubic meter of water consumed and charged to a user who releases wastewater to the sewer that exceeds one or more constituent concentrations set out in Schedule "D";
- 1.21 "Owner" means the Person who is registered under the Land Titles Act, RSA 2000 c. L-4, as amended or replaced from time to time, as the Owner of the fee simple estate in land, or a Person who is recorded as the Owner of the property on the tax assessment roll of the Town;
- 1.22 "Person" means any Person, Householder, firm, partnership, association, corporation, company or organization of any kind;
- 1.23 "Planning and Development Services" means the Town representatives responsible for the approval of plumbing and gas installations within the Town;
- 1.24 "Point of Delivery" means the point where the Service Connection occurs, which is, in most cases, at or near the property line that defines the point that the Owner has the responsibility for ownership, maintenance and repair to the Private Service Line;
- 1.25 "Private Service" means all the utility Facilities serving the premises downstream of the Point of Delivery and includes the pipes, fittings, valves and Appurtenances owned by the Owner but does not include the Meter;
- 1.26 "Prohibited Waste" means matter set out in Schedule "B" of this Bylaw;
- 1.27 "Public Health Inspector" means the medical health officer of the Capital Health Authority, or their authorized representative;
- 1.28 "Publication" means Publication of a notice in a newspaper in general circulation with the Town or the mailing or delivering of a notice to a Person or Persons, due to immediate

needs the Town, as an interim measure, may post a notice on the Town's webpage or social media;

- 1.29 "Reconnection" means the process where the delivery of potable water to the private system is activated after Disconnection.
- 1.30 "Remote Meter Reading Device" means equipment installed to remotely read the Water Meter without obtaining access into the premise.
- 1.31 "Residential" means any detached single-family dwelling or residence, duplex, or Multi-Family Complex designed for individual family living;
- 1.32 "Restricted Waste" means matter set out in Schedule "C" of this Bylaw;
- 1.33 "Service Connections" means the lateral water and wastewater Service Pipes which connect an Owner's premises to the Town's Utility System with the Owner owning that portion of the Service Pipe lying within the boundaries of the Owner's premises excluding any Service Pipe lying within the boundaries of the any easement area granted to the Town for it's Utility System;
- 1.34 "Service Pipe" means a pipe which carries water from the Town Water System onto or across private property - from and within the Owners premise to the CC and a pipe which carries wastewater from the dwelling, onto or across private property, to the Town Facilities;
- 1.35 "Spills" means a direct or indirect discharge into the wastewater system, Storm Sewer or the natural environment which is abnormal in quantity and quality in light of all the circumstances of the discharge;
- 1.36 "Shut-Off" means the cessation or turning off of Utility service for a building or a property and may include a final meter reading;
- 1.37 "Storm Sewer" means a natural drainage system or a sewer for the collection and transmission of uncontaminated water, storm water, and drainage from land or from a Watercourse or any combination thereof but excluding any portion of a combined sewer for the combined collection of wastewater and uncontaminated water or storm water;
- 1.38 "Town" means The Town of Bon Accord, or its delegate;
- 1.39 "Town Manager" means the Chief Administrative Officer as appointed by the Council of the Town of Bon Accord;
- 1.40 "Utility Bill" means a bill which sets out the fees levied by the Town on an annual, monthly, bi-monthly or quarterly basis for Utility Services provided by the Town;
- 1.41 "Utility Mains" means the water and sewer pipe in the street, public thoroughfare or easement area granted to the Town, which forms part of the Town water distribution and wastewater collection networks and delivers services to and from the Service Connections;
- 1.42 "Utility Services" means the provision of water, sewer, and storm systems;
- 1.43 "Utility System" means the Municipality's Storm Sewer system, sewage or wastewater system, and water system;
- 1.2. "Watercourse" means a natural or artificial channel through which water flows;
- 1.44 "Wastewater Discharge Permit" means a permit issued through ARROW UTILITIES which will govern the discharge of non-domestic waste and hauled wastewater into a sewer;
- 1.45 "Water Demand Management Measures" means restrictions upon the use of water for non-essential purposes, including but not limited to irrigation, washing of vehicles,

driveways or sidewalks, and any other purpose where water is utilized externally to a residence, place of business or any other premise located within the Town on any certain day for a certain period of time;

1.46 "Water Meter" or "Meter" means any Approved device installed by the Town which is designed to measure the quantity of water used by a Consumer and which may have attached to it a Remote Reading Device;

#### 2.0 CONDITIONS

- 2.1 The Town will supply Utility Services to any Owner with an approved connection to the Town's Utility System.
- 2.2 The Town operates the wastewater service in compliance with the Bylaws and regulations of Arrow Utilities.
- 2.3 The Town does not guarantee or warrant the continuous supply of Utility Services, and the Town reserves the right to change the operating pressure, restrict the availability of water services, change the capacity of wastewater services, or to disconnect Utility Services, in whole or in part, with or without notice, in accordance with this Bylaw.
- 2.4 In providing a Service Connection to the Town Utility Mains, the Town will provide and install all Facilities up to the Point of Delivery or Service Connection subject to the terms of this Bylaw. The Town will remain the Owner of all Facilities provided by the Town for a Service Connection up to the Point of Delivery unless the Town and the Consumer have expressly agreed in writing otherwise. Any payment made by the Consumer for reimbursing costs incurred by the Town for installing Facilities does not entitle the Consumer to ownership of any such Facilities unless an agreement in writing between the Town and the Consumer specifically provides otherwise.
- 2.5 An Owner is responsible for providing such Facilities as considered necessary to have a continuous and uninterrupted service of water or wastewater collection for the Owner's specific needs provided such Facilities are approved by Planning and Development Services and provided that such Facilities do not interfere with the operation of the Utility System.
- 2.6 No Consumer will prevent or hinder the Town's access to the Town's utility Facilities, including but not limited to the Water Meter. Prevention or hinderance of access may result in the Consumer being liable for the Interference or Tampering Penalty as set in Schedule "A" Utility Rates and Other Charges as attached to this Bylaw. Consumers must allow or arrange for access by the Town's personnel to inside or outside utility Facilities for the purposes of:
  - 2.6.1 Installation, inspection, testing or sampling, repair, replacement, or removal of Town Facilities.
  - 2.6.2 Reading of the meter.
  - 2.6.3 Maintenance of Town Facilities.
  - 2.6.4 Investigation of a Consumer complaint or query.
  - 2.6.5 Surprise inspection relating to a concern of unauthorized use of water or tampering with Town Facilities including but not limited to the Meter and Services.
- 2.7 Before entering a premise, the Town will make all reasonable effort to notify the Consumer or other authorized Persons on the premise, except:

- 2.7.1 In the case of emergency.
- 2.7.2 Where entry is permitted by order of a court or administrative tribunal or where otherwise legally empowered to enter.
- 2.7.3 Where the purpose of entry is in accordance with Section 2.6.5.
- 2.8 No Person will connect, or allow connection of, any other source of water or wastewater disposal to the Utility System, either directly or indirectly.
- 2.9 In all cases where the Town's Utility System supplies water to boilers or equipment of a similar nature, the Owners of the boilers or equipment will ensure the following:
  - 2.9.1 The boiler or other equipment has at least one safety valve, vacuum valve, or other device to prevent collapse and/or explosion.
  - 2.9.2 The boiler or other equipment is equipped with backflow prevention.
- 2.10 Any Person obtaining water service from the Town will only use the water supplied for that Person's own use and will not vend, sell, dispose, or distribute the water supplied to third parties.
- 2.11 An Owner will be responsible to thaw out frozen Service Pipes, including and up to the distribution main. The Town may provide the service and the Owner will be liable for the cost.
- 2.12 The Town will not be liable for damages, including building losses caused by a break within the Town's Water System or caused by the interference or cessation of the water supply necessary in connection with the repair and proper maintenance of the Town's Water System, or caused by any accident due to the operation of the Town's Water System.

#### 3.0 ADMINISTRATION AND MANAGEMENT

- 3.1 The Town Manager is responsible for the administration and enforcement of this Bylaw.
- 3.2 The Town Manager may delegate the administration of this Bylaw to the Infrastructure Manager or the Corporate Services Manager, or positions similar thereof.
- 3.3 In addition to the Municipal Servicing Standards, the Town may establish standards, guidelines, and specifications for the design, construction, and maintenance of the Utility System.

#### 4.0 CONSTRUCTION, INSTALLATION, AND REPAIR OF SERVICES

- 4.1 No Persons will connect to the Town's Utility System without first obtaining permission and any required permits from the Town. All applications and contracts are hereby subject to the terms and conditions of this bylaw. Permit applications must be accompanied by a detailed plan including connection information, location, elevation, scope of work, size of pipes, and the locations and type of all fittings.
- 4.2 Neither the Town nor any of its employees will be liable for the damages caused either directly or indirectly by a Utility connection and the applicant will be responsible for all backfill, surface replacement, safety, etc.
- 4.3 All new construction and installation, and all renewals, alterations, or changes and repairs to old construction will be conducted in accordance with the provisions of the Safety

Codes Act and applicable regulations, and the Municipal Servicing Standards. The applicant will be liable for all damages caused while making such connections.

- 4.4 No Person will install or permit to be installed, an additional Service Pipe between a Water Meter and the CC, located at or near the property line.
- 4.5 The Owner of multiple housing and commercial developments will submit service design plans, duly signed by a professional engineer to the Town Manager, or their delegate, for review and approval prior to the start of construction.
- 4.6 An Owner will provide to the Town Manager, or their delegate, two (2) sets of "As Built" plans, together with a letter, duly signed by a professional engineer, indicating that the Private Service is fully operational and satisfactory bacteria sampling results have been provided.
- 4.7 Neither the Town employees, nor their agents, will carry out any work pertaining to the construction or repair or renewal of Service Pipe on private property, except with the authority of the Town Manager or their delegate, and then only after satisfactory arrangements have been made with the Owner for payment for doing such work.
- 4.8 Unless the Town Manager, or their delegate, determines otherwise, at the request of the Owner, a Service Pipe will be constructed only to those properties, which Abut directly on the Town Utility System.
- 4.9 A Service Pipe will not be extended from one lot to another, unless determined by Council.
- 4.10 Upon written notice to any Owner that an existing Private Service fails to meet the requirements of the Bylaw, or for any reason is unsatisfactory to the Town Manager, or their delegate, the Owner will affect the changes required in the notice by the date specified at the expense of the Owner.
- 4.11 For development on private property, all additional construction costs on the Service Pipe after Point of Delivery, including additional costs required for repairing of disturbed streets, will be borne by the Owner on whose property the development is occurring.
- 4.12 When a Service Pipe passes through an excavation or backfill, or through a basement way, finished or unfinished, or through a retaining wall, the Town will not be responsible for any damage due to displacement, settlement, or any cause due to the Owner's operations, whether the damage occurs during construction or afterwards.
- 4.13 If mains are required to provide services for the applicant, the applicant will be required to pay the cost of the said mains.
- 4.14 Council may refuse to make any new connection, installation, or changes to any existing service at any time for any reason which it may consider sufficient. Council may revoke or annul any permit granted to connect to the Town Utility System if it is found that the work is not being completed in accordance with the provisions of this bylaw, and the Person(s) making such connections or their successors in interest, will have no right to demand or claim any damages in consequence of permits being revoked or annulled.
- 4.15 The Point of Delivery to private property for a Service Pipe, as agreed to at the time of application, will be strictly adhered to; costs arising from non-adherence will be borne by the Owner.
- 4.16 No Person, other than Town employees or agents, or those authorized to complete new installations or repairs to existing services will operate, handle, or interfere with the Town's provision of Services and/or Facilities. Any Person found in violation of this is subject to the Interference and Tampering Charge as provided for in Schedule "A" Utility Rates and Other Charges attached to this Bylaw.

- 4.17 No unauthorized Person will cut, break, pierce, tap, impede, or obstruct, or otherwise tamper or interfere in any manner with the Town Wastewater System including manhole covers and ventilators.
- 4.18 No Person will make or cause to be made any connection with any Town Utility system or house drain, or Appurtenance thereof for the purpose of conveying, or which may convey, a flammable or explosive material, storm water, roof drainage cistern, tank overflow, condensing, or cooling water.
- 4.19 Where deemed necessary to prevent or reduce basement or cellar flooding, the Town may require the Owner to install and operate a suitable Backflow Prevention Valve or other mechanical device for the purpose of controlling the connection between the sewage system and the basement or cellar. The cost of such installation will be the responsibility of the Owner or applicant.
- 4.20 Grease traps of sufficient size and approved design will be placed on the waste pipe from all hotels, restaurants, laundries, and other such places as the Town may direct, under advisement from Municipal Service Standards.

#### WATER SYSTEM

#### 5.0 WATER METERS

- 5.1 The Town will remain the owner of all metering Facilities it provides to serve the Consumer unless the Town and the Consumer have agreed otherwise. This agreement must be in writing. The Town Manager, or their delegate, will determine the size and type and number of Water Meters to supply and install. The Town Manager, or their delegate, will approve the Metering requirements where water is supplied for fire protection purposes.
- 5.2 The Town will supply, install, maintain, and retain ownership of all Water Meters and Meter Pits in accordance with manufacturers' specifications, except those privately owned or in a separate agreement for ownership and operation with the Town on the understanding that the Owner will supply every facility for the introduction, placing, and inspection of such Water Meter and Meter Pit and the reading of such Water Meter.
- 5.3 No Person, other than an employee or representative of the Town will install, test, remove, repair, replace, or disconnect a Water Meter.
- 5.4 No Person will interfere or tamper with the operation of any Water Meter or Remote Meter Reading Device, subject to 5.3. Any Person interfering or tampering with any meter seal, meter reading equipment, or water Shut-Off equipment, will be liable for the Interference or Tampering Penalty as provided for in Schedule "A" Water Rates and Charges.
- 5.5 The Town may charge for and recover from the Owner the cost of supplying, installing, altering, repairing, relocating, or replacing a Water Meter. Any such charge may be collected in the same manner as utility rates.
- 5.7 No Owner will relocate, alter, or change any existing Water Metering Facilities. The Owner will submit plans and specifications for any proposed relocation of Water Metering Facilities and, if approved by the Town Manager, or their delegate, the Owner will pay the entire cost, including any costs incurred by the Town, in making such relocation, alteration, or change unless agreed otherwise between the Owner and Council.
- 5.8 The Owner/Consumer of a premise in which a Meter is located will:

- 5.8.1 Comply with all directions of the Town to prevent Meter damage due to frost, heat, or other causes.
- 5.8.2 Promptly notify the Town of any condition or event which has resulted in any meter damage for any reason.
- 5.8.3 Promptly notify the Town if they feel their Water Meter is operating incorrectly.
- 5.9 If a Meter is damaged or destroyed, the Owner of the premise will pay for the entire cost of the removal, repair or replacement, and re-installation.
- 5.10 Should the Town Manager, or their delegate, determine that a Meter should not be positioned inside a premise to which Service is provided, the Owner will construct a Meter Pit on the Owner's property near the property line at the Owner's expense and in accordance with the Municipal Servicing Standards unless agreed otherwise between the Owner and Council.
- 5.11 Unless otherwise determined by Council, for single-family dwellings and for single unit commercial or industrial buildings, a single Water Service Connection will be constructed, and a single Meter will be installed by the Town.
- 5.12 Water Meters will be read at the discretion of the Infrastructure Manager or position similar thereof, or their delegate. If a Meter reader cannot gain access to the premise to read the Water Meter, a notice may be left requesting the Owner allow Town personnel access as soon as possible to obtain a meter reading. If a Meter cannot be read or ceases to operate between meter readings, the Town will send estimated bills. In the event a Consumer refuses to allow a Meter to be read for a period more than two (2) months, the Infrastructure Manager or position similar thereof, or their delegate, may shut off the supply of water to that Meter and charges for interference as per Schedule "A" Utility Rates and Other Charges may apply.
- 5.13 If required for any reason, Town employees may request to have a Town Bylaw Enforcement Officer accompany them to any Consumer's residence or business.
- 5.14 In the event of a discrepancy between the Remote Meter Reading Device and the Meter, the Meter will be deemed correct.
- 5.15 If an Owner doubts the accuracy of the meter installed, the Owner may provide the Town with a written notice and request for Meter testing. The Town will have the Meter tested by an approved external agency. The Owner will be notified of the test results and receive a copy.
  - 5.15.1 If the test shows the meter is recording between 98.5% and 101.5% of true consumption, the Owner will be liable for the full costs of the test and any Town related costs, including but not limited to Service Call charges. The costs will be charged to the Owner's Account.
  - 5.15.2 If the test shows the meter is not recording between 98.5% and 101.5% of true consumption, the meter will be repaired or replaced, and all expense will be borne by the Town. The rates for the previous two (2) meter readings periods will be adjusted by the same percentage as the meter found to be in error. No rate will be reduced below a minimum rate normally charged if one has been established.

#### 6.0 HYDRANTS AND VALVES

- 6.1 No Persons other than Town employees or Persons authorized by the Town will open, close, or interfere with any valve, hydrant, or fireplug, or draw water therefrom.
- 6.2 The Chief of the Town Fire Department, their assistants, officers and members of that Department, are authorized to use the hydrants or plugs for the purpose of extinguishing fires, for fire protection, for equipment testing, and for fire training practices, but all such uses must be under the direction and supervision of the said chief or his/her duly authorized assistants, and in no event will any inexperienced or incompetent Person be permitted to manipulate or control in any way, hydrants or plugs.
- 6.3 No Persons will in any matter whatsoever obstruct or interfere with the free access to any hydrant, valve or curb stop. No vehicle, building, rubbish, or any other matter which would cause such obstruction or interference will be placed nearer to a hydrant than the property line of the street where the hydrant is located nor within five (5) meters of either side of the hydrant in a direction parallel with the property line. Costs of repairs required because of obstruction or damage to any hydrant, valve or curb stop are the responsibility of the Person who caused the obstruction or damage.

#### 7.0 BULK WATER

- 7.1 The Town Manager, or their delegate, at their discretion and with just cause, may restrict, or deny use of Bulk Water Facilities to any Person if receiving tanks, trucks, or hoses are in a condition deemed unsanitary for the transference of water, or for misuse of the facility and/or surrounding area.
- 7.2 A minimum air gap of twice the pipe diameter of the downspout piping will be always maintained while transferring water from the Bulk Water Outlet.
- 7.3 Commercial tanks and vessels used for Bulk Water transportation to offsite locations for human consumption must be inspected approved and have a permit issued by the local Public Health Inspector, water use and maintenance of the tanks, etc. are at the responsibility of the Commercial operator.

#### WASTEWATER SYSTEM

#### 8.0 SANITARY SEWER REQUIREMENTS

- 8.1 No Person will release, or permit the release of, any matter into the sanitary sewer system wastewater works expect:
  - 8.1.1 Domestic wastewater.
  - 8.1.2 Non-domestic wastewater that complies with the requirements of this bylaw.
  - 8.1.3 Hauled wastewater, including septage, that complies with the requirements of this bylaw, or where a Wastewater Discharge Permit has been issued by the Town.
  - 8.1.4 Storm water, clear-water waste, subsurface water, or other water where permission has been granted by the Town Council.

- 8.2 No Person will release, or permit the release of, any prohibited substance listed in Schedule "A" of this bylaw.
- 8.3 No Person will release, or permit the release of, any restricted substance which exceeds the respective concentrations listed in Schedule "C" of this bylaw into the wastewater works without a valid Wastewater Discharge Permit.
- 8.4 If required by the Town, non-domestic and hauled wastewater dischargers will not discharge to the wastewater works system until the discharger has obtained a Wastewater Discharge Permit from the Town. The completion of a Wastewater Discharge Permit by dischargers to ARROW UTILITIES wastewater transmission system is required under certain circumstances by ARROW UTILITIES bylaws addressing sewer use in the ARROW UTILITIES service area in conjunction with the Town.
- 8.5 The Town may issue and amend a Wastewater Discharge Permit to the allow the discharge of non-domestic waste and haled wastewater into a sewer upon such terms and conditions as the Town considers appropriate and without limiting the generality of the foregoing, may in the Wastewater Discharge Permit:
  - 8.5.1 Place limits and restrictions on the quantity, compositions, frequency, and nature of the waste permitted to be discharged.
  - 8.5.2 Require the holder of a Wastewater Discharge Permit to repair, alter, remove, or add to works or construct new works, and,
  - 8.5.3 Provide that the Wastewater Discharge Permit will expire on a specified date.
- 8.6 Should a Homeowner's wastewater line become blocked or plugged the following applies:
  - 8.6.1 The Homeowner must notify the Town of the blockage or plug.
  - 8.6.2 If the Utility Main is not blocked or plugged, it is then the responsibility of the Homeowner to clear the line up to the Utility Main, and the Homeowner will be responsible for all associated costs.

#### 9.0 STORM WATER REQUIREMENTS

- 9.1 No Person will discharge or deposit or cause or permit the discharge or deposit into any Storm Sewer, land drainage works, or Watercourse whether added directly or indirectly any wastewater:
  - 9.1.1 That may interfere with the proper operation of a Storm Sewer.
  - 9.1.2 That may damage a Storm Sewer.
  - 9.1.3 That could obstruct or restrict a Storm Sewer or the flow therein.
  - 9.1.4 That could result in a hazard or adverse impact to any Person, animal, property, or vegetation.
  - 9.1.5 That may impair the quality of water in any well, lake, river, pond, spring, stream, reservoir other water of Watercourse.
  - 9.1.6 That may result in the contravention of an approval, requirement, direction, or other order issued by Alberta Environment or other enforcing agency with respect to the Storm Sewer or its discharge.
  - 9.1.7 That has a temperature greater than 40 degrees Celsius.
  - 9.1.8 Having a pH of less than 6.5 or greater than 9.0.

- 9.1.9 Containing more than 20 milligrams per liter of suspended solids.
- 9.1.10 Containing more than 20 milligrams per liter of BOD.
- 9.1.11 Containing more than 100 milligrams per liter of COD.
- 9.1.12 Containing dyes or coloring material which discolors the wastewater.
- 9.1.13 That has two or more separate liquid layers.
- 9.1.14 That contains solvent-extractable matter of vegetable, mineral or synthetic origin which causes a visible film, sheen, or discoloration on the water surface.
- 9.1.15 Containing and ignitable waste or explosive matter which, by itself or in combination with other substances, can cause or contribute to any explosion or supporting combustion.
- 9.1.16 Containing E. coli (fecal coliform) colonies more than 200 per 100 ml.
- 9.1.17 Containing concentrations of various chemicals as indicated in the Environmental Quality Guidelines for Alberta Surface Waters (EQGASW).
- 9.1.18 Containing the following matter, material, or waste in any amount:
  - i) Floating debris
  - ii) Sewage
  - iii) Once-through cooling water
  - iv) Blowdown
  - v) Automotive or machine oils and greases
  - vi) Fuels
  - vii) Paints and organic solvents
  - viii) Substances and contaminants from raw materials, intermediate or final products used or produced in, through or from an industrial process
  - ix) Substances used in the operation or maintenance of an industrial site
  - x) Waste disposal site leachate
  - xi) Hazardous wastes
  - xii) Biological wastes, and
  - xiii) Reactive wastes
- 9.2 Notwithstanding the above, once-through cooling water or blowdown may be released when:
  - 9.2.1 A once-through cooling water or blowdown is being discharged pursuant to a certificate of approval or order relating to the premises issued by Alberta Environment.
  - 9.2.2 The Owner or tenant of the premises has written approval from the Town which expressly authorizes the discharge form the premises, and
  - 9.2.3 A copy of the certificate of approval or order referred to in subsection 9.2.1, herein, has been provided to and approved by the Town.

#### 10.0 PROHIBITION OF DILUTION

- 10.1 No Person will discharge directly or indirectly or permit the discharge or deposit of wastewater into a sanitary sewer works where water has been added to the discharge for the purposes of dilution to achieve compliance with Schedule "B" or Schedule "C" of this bylaw.
- 10.2 No Person will discharge directly or indirectly or permit the discharge or deposit of sanitary sewer matter or any other matter in a Storm Sewer where water has been added to the discharge for the purposes of dilution to achieve compliance with this bylaw.

#### 11.0 SAMPLING

- 11.1 Where sampling is required for the purposes of determining the concentration of constituents in the wastewater, storm water or uncontaminated water, the sample may:
  - 11.1.1 Be collected manually or by using an automatic sampling device, and
  - 11.1.2 Contain additives for its preservation.
- 11.2 For the purposes of determining compliance with Schedule "B", "C", or "D", discrete wastewater streams within the premises may be sampled, at the discretion of the Town.
- 11.3 Any single grab sample may be used to determine compliance with Schedules "B", "C", or "D".
- 11.4 All tests, measurements, analyses, and examinations of wastewater, its characteristics, or contents pursuant to this Bylaw will be carried out in accordance with "Standard Methods" and be performed by a laboratory accredited for analysis of the substance(s) using a method which is within the laboratory's scope of accreditation or to the satisfaction of the Town as agreed in writing prior to sample analysis.

#### 12.0 DISCHARGER SELF-MONITORING & COMPLIANCE PROGRAMS

- 12.1 The discharger will complete any monitoring or sampling of any discharge to a wastewater works as required by the Town and provide the results to the Town in the form specified.
- 12.2 The obligations set out in or arising from 12.1 will be completed at the expense of the discharger.
- 12.3 When required as a condition of a Wastewater Discharge Permit, a discharger will provide the Town with a Compliance Program setting forth activities to be undertaken by the discharger that will result in the prevention or reduction and control of a non-compliant discharge from the premises.
- 12.4 The discharger will ensure that:
  - 12.4.1 The Compliance Program is provided and, if necessary, amended within the period specified by the Town.
  - 12.4.2 The final completion date for all activities in the Compliance Program is within the period established within the applicable Wastewater Discharge Permit, and
  - 12.4.3 The Compliance Program meets all requirements specified by the Town. Each Compliance Program shall include:

- i A description of the processes at the premises which produce discharges that do not comply with the requirements of this Bylaw.
- ii A description of those processes as the premises which are to be the subject of the Compliance Program.
- iii A list of non-complying pollutants present at the premises at any stage of the premise's operations.
- iv A description setting out the types, quantities, and concentrations of all noncomplying pollutants discharge, directly or indirectly, to a sewer.
- v A description of current wastewater reduction, recycling, wastewater treatment and compliance activities at the premises with respect to discharges to a sewer from the premises.
- vi A description of compliance options for non-complying pollutants and wastewater discharge and an evaluation of those options.
- vii A list of possible targets and timeframes (in compliance with any Wastewater Discharge Permit) to reduce or eliminate the discharge of non-complying matter to the wastewater works.
- viii A declaration from an authorized Person that the content of the Compliance Program is, to the best of that Person's knowledge, true, accurate, and complete.
- 12.5 Following the approval and during the term of a Compliance Program, a discharger will:
  - 12.5.1 Submit a progress report within fourteen (14) days after the scheduled completion date of each activity listed in the Compliance Program.
  - 12.5.2 Revise and update the Compliance Program as required by the Town, and
  - 12.5.3 Always keep an updated copy of the Compliance Program and progress reports at the subject premises and make copies to the Town upon request.
- 12.6 The Town may suspend or terminate a Wastewater Discharge Permit if the discharger fails or neglects to carry out or diligently pursue the activities required under a Compliance Program.

#### 13.0 ADDITIONAL REQUIREMENTS

#### 13.1 FOOD WASTE GRINDERS

In the case of industrial, commercial, or Institutional premises where food waste grinding devices are installed in accordance with the Building Code, the effluent from such food waste grinding devices must comply with Schedule "B" and Schedule "C".

#### 13.2 FOOD-RELATED GREASE INTERCEPTORS

- 13.2.1 Every Registered Owner of a restaurant or other commercial or Institutional premises where food is cooked, processed, or prepared, for which the premises is connected directly or indirectly to the Wastewater system, will take all necessary measures to ensure that oil and grease are prevented from entering the Wastewater system in excess of the provisions of this bylaw. Oil and grease interceptors will not discharge to Storm Sewers.
- 13.2.2 The Registered Owner of a premises described in Subsection 13.2 (1) will install, operate, and properly maintain an oil and grease interceptor in any piping system at its premises that connects directly or indirectly to the Wastewater system. The

oil and grease interceptors will be installed in compliance with the most current requirements of the applicable Building Code. The installation of the oil and grease interceptor will meet the requirements of the Canadian Standards Association national standard CAN/CSA B-481.2, as amended.

- 13.2.3 All oil and grease interceptors must be maintained according to the manufacturer's recommendations. The testing, maintenance and performance of the interceptor must meet the requirements of CAN/CSA B-481. Traps must be cleaned before the thickness of the organic material and solids residuals is greater than twenty-five percent of the available volume; cleaning frequency must not be less than every four weeks. Maintenance requirements must be available at the workplace where the grease interceptor is installed. Maintenance and clean out must be documented at the time of completion.
- 13.2.4 Emulsifiers will not be discharged to the Wastewater system from interceptors. No Person will use enzymes, bacteria, solvents, hot water or other agents to facilitate the passage of oil and grease through a grease interceptor.
- 13.2.5 A maintenance schedule and record of maintenance carried out must be submitted to the Town upon request for each interceptor installed.
- 13.2.6 The Owner or operator of the restaurant or other industrial, commercial or Institutional premises where food is cooked, processed or prepared, must, for two years, keep the records which document the maintenance and clean outs performed for interceptor clean-out and oil and grease disposal.

#### 13.3 VEHICLE AND EQUIPMENT SERVICE OIL AND GREASE INTERCEPTORS

- 13.3.1 Every Registered Owner of a vehicle or equipment service station, repair shop or garage or of a commercial or Institutional premises or any other establishment where motor vehicles or equipment are repaired, lubricated, or maintained and where the wastewater is directly or indirectly connected to the Wastewater System must install an oil and grease interceptor designed to prevent motor oil and lubricating grease from passing into the wastewater system in excess of the limits in this bylaw.
- 13.3.2 The Registered Owner of the premises described this section must install, operate, and properly maintain an oil and grease interceptor in any piping system at its premises that connects directly or indirectly to the Wastewater system. The oil and grease interceptors shall be installed in compliance with the most current requirements of the applicable Building Code and be maintained as recommended by the Canadian Petroleum Products Institute (CPPI).
- 13.3.3 All oil and grease interceptors and separators must be maintained in good working order and according to the manufacturer's recommendations and must be inspected regularly to ensure performance is maintained to the manufacturer's specifications for performance and inspected to ensure the surface oil and sediment levels do not exceed the recommended level. In the absence of manufacture's recommendations, the settled solids must not accumulate in the final stage chamber of the sediment interceptor in excess of 25% of the wetted height. Maintenance and clean out must be documented at the time they are performed.
- 13.3.4 A maintenance schedule and record of maintenance must be submitted to the Town upon request for each oil and grease interceptor installed.

- 13.3.5 The Owner or operator of the premises as set out in this section must, for two years, keep the records which document the maintenance and clean outs performed for interceptor clean-out and oil and grease disposal.
- 13.3.6 Emulsifiers must not be discharged to the Wastewater system into interceptors. No Person will use enzymes, bacteria, solvents, hot water or other agents to facilitate the passage of oil and grease through an oil and grease interceptor.

#### 13.4 SEDIMENT INTERCEPTORS

- 13.4.1 Every Registered Owner of the premises from which sediment may directly or indirectly enter the Wastewater system, including but not limited to premises using a ramp drain or area drain and vehicle wash establishments, must take all necessary measures to ensure that such sediment is prevented from entering the drain or the Wastewater system in excess of the limits in this bylaw.
- 13.4.2 Catch basins installed on private property for the purposes of collecting storm water and carrying it into Storm Sewers must be equipped with an interceptor and the installation of these catch basins on private property must comply with the requirements of the Town.
- 13.4.3 All sediment interceptors must be maintained in good working order and according to manufacturer's recommendations and must be inspected regularly to ensure performance is maintained to the manufacturer's specifications for performance. In the absence of manufacturer's recommendations, the settled solids must not accumulate in the final stage chamber of the sediment interceptor in excess of 25% of the wetted height. Maintenance and clean out must be documented at the time it is performed.
- 13.4.4 The Owner or operator of a premises as referred to in this section must, for 2 years, keep the records which document interceptor clean-out and sediment disposal.
- 13.4.5 A schedule and record of maintenance must be submitted to the Town upon request for each sediment interceptor installed.

#### 13.5 DENTAL WASTE AMALGAM SEPARATOR

- 13.5.1 Every Owner or operator of the premises from which dental amalgam may be discharged, which waste may directly or indirectly enter a sewer, must install, operate and properly maintain dental amalgam separator(s) with at least 95% efficiency in amalgam weight and certified *ISO 11143 "Dentistry Amalgam Separators"*, in any piping system at its premises that connects directly or indirectly to a sewer, except where the sole dental-related practice at the premises consists of one or more of the following specialties or type of practice:
  - i Orthodontics and dentofacial orthopedics
  - ii Oral and maxillofacial surgery
  - iii Oral medicine and pathology
  - iv Periodontics or,
  - A dental practice consisting solely of visits by a mobile dental practitioner who prevents any dental amalgam from being released directly or indirectly to the wastewater works.

- 13.5.2 Notwithstanding compliance with Subsection 13.5.1, all Persons operating or carrying on the business of a dental practice shall comply with Schedules "B" and "C" of this Bylaw.
  - All dental waste amalgam separators must be maintained in good working order and according to the manufacturer's recommendations.
- 13.5.3 A maintenance schedule and record of maintenance must be submitted to the Town upon request for each dental amalgam separator installed.

#### 13.6 PRE-TREATMENT FACILITIES

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- 13.6.1 When not adhering to the requirements and prohibitions to the bylaw or where required by the Town, the Owner or operator must install on the premises, and prior to the sampling point, a wastewater pre-treatment facility.
- 13.6.2 The Owner or operator must ensure the design, operation, and maintenance of the pre-treatment facility achieves the treatment objectives and operates and is maintained in accordance with the manufacturer's recommendations.
- 13.6.3 The Owner or operator must not deposit the waste products from the pretreatment facility in a wastewater works and must ensure any waste products from the pre-treatment facility are disposed of in a safe manner.
- 13.6.4 The maintenance records and waste disposal records must be submitted to the Town upon request.
- 13.6.5 The Owner and operator must keep documentation pertaining to the pretreatment facility and waste disposal for two years.

#### 13.7 HAULED WASTEWATER/WASTE

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- 13.7.1 No Person will discharge hauled wastewater/waste to the wastewater works unless:
  - The carrier of the hauled wastewater/waste, operating as a waste management system is certified according to all applicable Federal and Provincial legislation, as amended from time to time, and haul wastewater/waste meets the conditions set out by all applicable Federal and Provincial environmental protection regulations, as amended from time to time.
  - The carrier meets all conditions for discharge that are or may be set from time to time with respect to the discharge of hauled wastewater/waste by ARROW UTILITIES and,
- 13.7.2 No Person will discharge or permit the discharge of hauled wastewater/waste to the wastewater works:
  - i At a location other than a hauled wastewater/waste discharge location approved by the Town.
  - ii Without a manifest, in a form approved by the Town, completed and signed by the carrier prior to the discharge, and
  - iii Without the use of a discharge hose placed securely in the discharge port at the approved location.

#### 13.8 NON-CONTACT COOLING WATER

The discharge of non-contact cooling water or uncontaminated water to a sanitary sewer for from any Residential property is prohibited unless the discharge is in accordance with a Wastewater Discharge Permit.

# 13.9 WATER ORIGINATING FROM A SOURCE OTHER THAN THE MUNICIPAL WATER SUPPLY

The discharge of water originating from a source other than the Town's water supply, including storm water or groundwater, directly or indirectly to a sanitary sewer is prohibited unless the discharge is in accordance with a Wastewater Discharge Permit.

#### 14.0 SPILLS

In the event of a spill to a wastewater works and/or Storm Sewer works, the Person responsible or the Person having the charge, management, and control of the spill will immediately notify and provide any requested information regarding the spill to:

- 14.1 If there is any immediate danger to human health and/or safety:
  - 14.1.1 911 emergency
  - 14.1.2 The Infrastructure Manager or position similar thereof, or delegate, via the On-Call Emergency Phone Number (780) 975-0770
  - 14.1.3 ARROW UTILITIES's Wastewater Treatment Plant Control Room (780)416-9967

Or

- 14.2 If there is no immediate danger:
  - 14.2.1 The Town on-call staff (780) 975-0770
  - 14.2.2 The Owner of the premise where the spill occurred

14.2.3 ARROW UTILITIES's Wastewater Treatment Plant Control Room (780)416-9967, and

- 14.2.4 Any other Person whom the reporting Person knows or ought to know may be directly affected by the spill
- 14.3 The Person responsible for the spill will provide a detailed report on the spill to the Town within five working days after the spill. The detailed report must contain the following information to the best of their knowledge:
  - 14.1.1 Location where the spill occurred.
  - 14.1.2 Name and telephone number of the Person reporting the spill, and the location and time, where and when they can be contacted.
  - 14.1.3 Date and time of the spill.
  - 14.1.4 Material spilled, including characteristics and composition of the material.
  - 14.1.5 Volume of the material spilled.
  - 14.1.6 Duration of the spill event.
  - 14.1.7 Work completed and any work still in progress in the mitigation of the spill.
  - 14.1.8 Preventative actions being taken to ensure a similar spill does not reoccur.

- 14.1.9 Copies of applicable spill prevention and spill response plans.
- 14.4 The Person responsible for the spill and the Person having the charge, management, and control of the spill will do everything reasonably possible to contain the spill, protect the health and safety of citizens, minimize damage to property, protect the environment, clean up the spill and contaminated residue and restore the affected area to its condition prior to the spill.
- 14.5 Nothing in this Bylaw relieves any Persons from complying with any notification or reporting provisions of other government agencies, including Federal and Provincial agencies as required and appropriate for the material and circumstances of the spill, or any other Bylaw of the Town.
- 14.6 The Town may invoice the Person responsible for the spill to recover costs of time, materials, and services arising because of the spill. The Person responsible for the spill must pay the costs invoiced.
- 14.7 The Town may require the Person responsible for the spill to prepare and submit a spill contingency plan to the Town to indicate how risk of future incidents will be reduced and how future incidents will be addressed.

#### 15.0 AUTHORITY TO INVESTIGATE

The Town, or their authorized agent, has the authority to carry out any inspection reasonably required to ensure compliance with this Bylaw, including but not limited to:

- 15.1 Inspecting, observing, sampling, and measuring the flow in any private:
  - 15.1.1 Sewer
  - 15.1.2 Wastewater disposal system
  - 15.1.3 Storm water management facility and
  - 15.1.4 Flow monitoring point
- 15.2 Taking samples of wastewater, storm water, clear-water waste and subsurface water being released from the premises of flowing within a sewer system.
- 15.3 Performing on-site testing of the wastewater, storm water, clear-water waste and subsurface water within or being released from private drainage systems, pre-treatment Facilities, and storm water management Facilities.
- 15.4 Collecting and analyzing samples of hauled wastewater coming to a discharge location into the wastewater works.
- 15.5 Inspecting the types and quantities of chemicals being handled or used on the premises in relation to possible release toa drainage system or Watercourse.
- 15.6 Requiring information from any Person concerning a matter.
- 15.7 Inspecting and copying documents or removing documents form the premises to make copies.
- 15.8 Inspecting chemical storage areas and spill containment Facilities and requesting Safety Data Sheets (SDS) for materials stored or used on site.
- 15.9 Inspecting the premises where a release of prohibited or Restricted Wastes or of water containing prohibited or Restricted Wastes has been made or is suspected of having been made, and to sample.

No Person will hinder or prevent the Town or their authorized agent from carrying out any of their powers or duties.

#### 16.0 OVERSTRENGTH SURCHARGE

- 16.1 The Town or their authorized agent may assess Overstrength Surcharges for wastewater discharges that exceed the limits of treatable parameters set in accordance with Schedule "D" of this Bylaw.
- 16.2 Any Overcharge Surcharge will be added to a monthly Utility Bill.

#### 17.0 BEST MANAGEMENT & CODES OF PRACTICE

- 17.1 ARROW UTILITIES has adopted one or more Best Management Practices which includes Codes of Practice that apply the Designated Sector Operations, as outlined in ARROW UTILITIES's Code of Practice Registration Form for Designated Sector Operations, available on ARROW UTILITIES's website at www.arrowutilities.ca
- 17.2 A Code of Practice does not apply to a discharging operation that is subject to a Wastewater Discharge Permit, unless otherwise specified in the permit.
- 17.3 A Code of Practice does not apply to the discharge of domestic wastewater.
- 17.4 Nothing in a Code of Practice relieves a Person discharging wastewater from complying with this Bylaw, a Wastewater Discharge Permit of any other applicable enactment.
- 17.5 If a Code of Practice establishes a requirement in relation to a specific discharging operation which differs from a provision in this Bylaw, the requirement in the Code of Practice prevails.

#### 18.0 AUTHORITY TO RESTRICT OR SHUT-OFF UTILITY SUPPLY

- 18.1 The Town Manager, or their delegate, may without notice Shut-Off the Utility Service to any part of the Town or any Service in the case of an emergency.
- 18.2 The Town Manager, or their delegate, in a non-emergent situation for any reason deemed necessary including but not limited to repairing and maintaining the Utility System, may shut-off the Utility Service to any part of the Town or Service provided reasonable notice of such intended Shut-Off is given to all affected Owners, except in the event of routine maintenance with Shut-Off not to exceed thirty (30) minutes. The Town Manager, or their delegate, will have the sole discretion to determine what reasonable notice is in the circumstance.
- 18.3 The Town Manager, or their delegate, may Shut-Off the Utility Service if the Consumer's Facilities are deemed to be unsafe or defective, leak excessively or cause contamination or deterioration of the Utility System.
- 18.4 The Town Manager, or their delegate, may restrict and regulate the hours or time during which water may be used for any purpose other than for firefighting.
- 18.5 The Town Manager, or their delegate, may, by Publication upon reasonable notice, implement Water Demand Management Measures to restrict water usage to any or all parts of the Town. Such measures include but are not limited to a restriction on the watering of lawns, gardens, streets, yards or grounds, or the use of a hose or similar device to wash vehicles, or the exteriors of houses or other buildings. Other measures include but are not limited to varying the hours and days of the use of water.
- 18.6 After Publication of any Water Demand Management Measures, it will be an offence for a Person to use water in contravention of the declared Water Demand Management Measures. A Consumer who is not adhering to the Water Demand Management Measures may have their service Shut-Off with reasonable notice.
- 18.7 No Persons will have any claim for compensation or damages because of the Town shutting off the water with or without notice for any reason or from failure of the water supply from any cause whatsoever.
- 18.8 Failure to adhere to this Bylaw may result in service Disconnection.

#### 19.0 UTILITY RATES AND CHARGES, OPENING AND CLOSING OF ACCOUNTS

- 19.1 The Consumer will pay to the Town the utility distribution and other charges as applicable as set out in Schedule "A" Utility Rates and Other Charges as attached to this Bylaw for all service consumption, including but not limited to leaks up to the utility mains.
- 19.2 New account requests or changes for Utility Services must be in the name of the Owner(s) registered on the property title only, other than those accounts specific to Bulk Water use.
- 19.3 Prior to Utility use, an Owner must open an account, and is subject to the application fee and security deposit fees as in Schedule "A" Utility Rates and Other Charges as attached. The Owner is responsible for ensuring the Town has accurate contact information, i.e. address, email address, phone number.
- 19.4 The Security Fee will be fully refundable, less any outstanding Account balances, upon termination of the Account.
- 19.5 Should there be a disagreement of the classification of any service, Council will have the final, binding decision.
- 19.6 Persons who use Utility Services without opening an account will be liable for the cost of utility consumption based upon reasonable estimation. Failure to open an Account may result in Utility service being Shut Off.
- 19.7 The Town will take readings from the Water Meters monthly. The Utility Bill, based on consumption in accordance with the rates set out in Schedule "A" hereto, will be mailed or emailed every month to Consumers.
- 19.8 A Utility Bill showing the current service charges will be mailed or emailed to the Owner(s) or designated renter. It remains the Owner's responsibility to ensure renters are making regular payments. Payment for Utility Services will be due and payable when the account is rendered. Payment must be made at the Town Office or at such other place as may be designated by the Council, or online, and failure to receive a billing will in no way affect the liability of the Owner(s) to pay the account.
- 19.9 In the event any Utility Bill remains unpaid after the date shown on the billing, there will be added by way of penalty an amount as set out in Schedule "A" being attached hereto and forming part of this Bylaw. The said penalty will be added to and shall form part of the unpaid Utility Bill.
- 19.10 In the event any utility charges remain unpaid for a period of sixty (60) days or longer, the Town may take any or all the following actions to recover:
  - i Written notice of arrears requesting payment, including authorizing appropriate payment arrangements.
  - ii Shut off Utility Services. An Arrears Fee as set out in Schedule "A" will be applied to the Account if the Account is scheduled for shut off. Any properties that cannot have the Utility Service Shut-Off (i.e. Condominiums, malfunctioning CC, etc.) may have unpaid Accounts transferred to the Owner's Property Tax Roll and may be subject to all other applicable charges.

- iii Transference of outstanding account balance to the Owner's Property Tax Roll.
- iv By action, in any court of competent jurisdiction.
- 19.11 If an error or omission is found in the Utility Bill charges, the Town will correct the Utility Accounts by the appropriate amount for the duration of the billing error as follows:
  - i If the correction results in an under billing for utility consumption charges to the Consumer, the Utility Bill correction will be made for a period of not more than three (3) months immediately preceding the date of discovery of error, or,
  - ii If the correction results in an over billing for utility consumption charges to the Consumer, the billing correction will be made for the period of the error if the start date of the error can be determined with reasonable accuracy. If such time cannot be determined with reasonable accuracy, the correction will be made for a period of not more than three (3) months.
- 19.12 A Consumer may contact the Town for temporary or permanent Service Disconnection of Utilities. Service Call charges per Schedule "A" will apply to disconnect the service as well as a Service Disconnection charge. To reconnect the service upon request of the Consumer, Service Call charges per Schedule "A" will apply as well as a Service Reconnection Charge. Charges will be applied to the Consumer's account and make up part of the Utility Bill.
- 19.13 Consumers who wish to close their account must make a request with the Town at least two working days before the request is to become effective. All fees up to the date of closure remain the responsibility of the Consumer. The Town may continue to levy Utility Service fees until the Account is formally closed by the Consumer. A refund will be issued for closed Accounts with a final credit balance of \$5.00 or more.
- 19.14 Any Bulk Water Consumer who transacts online, requiring no administrative assistance for adding funds to their Bulk Water account, will receive a 10% bonus of water.

#### 20.0 PENALTIES

- 20.1 Offence Tag
  - 20.1.1 A Bylaw Enforcement Officer is hereby authorized and empowered to issue an offence tag to any Person who contravenes any provision of this Bylaw.
  - 20.1.2 An Offence Tag shall be in a form approved by the Council and will state:
    - i The name of the offender; and,
    - ii The offence.
    - iii The appropriate penalty for the offence as specified in Schedule "A" of this Bylaw; and
    - iv That the fine must be paid within 30 days of the issuance of the offence tag.
- 20.2 Where a contravention of this Bylaw is of a continuing nature, further offence tags for the same offence may be issued by the Bylaw Enforcement Officer, provided however, that

no more than one offence tag will be issued for each day that the contravention continues.

#### 20.3 Violation Ticket

- i If the fine specified on an offence tag is not paid within the prescribed time, then a Bylaw Enforcement Officer is hereby authorized and empowered to lay a complaint and issue a summons by means of a violation ticket.
- ii The Violation Ticket must be in the form prescribed by Alberta Regulation, as amended, being the Violation Ticket Regulations passed pursuant to the Provincial Offences Procedures Act.
- iii Imprisonment in default of payment of a fine specified in the bylaw will not be imposed under any circumstances.

#### 21.0 SEVERABILITY

Should any provision of this Bylaw be invalid, then such provision will be severed, and the remaining Bylaw will be maintained.

#### 22.0 GENERAL

- 22.1 Nothing in this Bylaw will operate to relieve any Person from complying with any Federal, Provincial, or other Town of Bon Accord law, order, regulation, or Bylaw.
- 22.2 Bylaw 2024-01 is hereby repealed when this bylaw comes into effect.
- 22.3 This Bylaw will come into full force and effect on January 1, 2025.

READ A FIRST TIME THIS 19th day of November 2024.

READ A SECOND TIME THIS

READ A THIRD TIME THIS

SIGNED AND PASSED THIS

Mayor Brian Holden

Chief Administrative Officer Jodi Brown

# Bylaw 2024-01 SCHEDULE "A" – UTILITY RATES AND OTHER CHARGES

### 1.0 DEFINITIONS OF UTILITY RATES

- 1.1 "Service Charge" means a flat fee charge intended to recover costs for such things as: billing and other related charges, customer service, energy related charges, communication, Facilities, and administration of Consumer accounts.
- 1.2 "Capital Rate Rider" means a flat fee charge intended to reflect each Consumer's share of costs of capital program related assets, such as equipment and infrastructure replacement (i.e. Defective pipes or installation of new pipes.)
- 1.3 "Consumption Charge" means a variable volumetric charge, unless water is un-metered, that reflects the cost of utility supply.

### 2.0 WATER RATES

	Billing Item	Rate	Application
Decidential	Service Charge	\$11.00	per billing month per utility account
Residential, Commercial,	Capital Rate Rider	\$1.50	per billing month per utility account
Institutional	Consumption Charge	\$3.30	per cubic meter consumed during each billing period

Bulk Water	Billing Item	Charge	Application
(Truckfill) Pre-paid	Consumption Charge	\$5.84	per cubic meter consumed during each billing period
	Consumption Charge – 10% discount for online only customers	\$5.26	per cubic meter consumed during each billing period

#### 3.0 WASTEWATER RATES

	Billing Item	Rate	Application
Desidential	Service Charge	\$11.00	per billing month per utility account
Residential, Commercial, Institutional	Capital Rate Rider	\$2.00	per billing month per utility account
Institutional	Consumption Charge	\$3.58	per cubic meter of water consumed during each billing period

#### 4.0 DEFINITONS OF OTHER UTILITY CHARGES

- 4.1 "Application Fee" means a one-time flat fee applicable to new service account requests and split between water and wastewater services.
- 4.2 "Arrears Fee" means a flat fee charge intended to reflect the cost of managing and processing the administration and collection of utility accounts that are scheduled for shut off due to arrears and non-payment.
- 4.3 "Connection to Main" means a charge for a new service request where a new physical connection is required to the Utility Main System.
- 4.4 "Interference or Tampering Penalty" means a charge issued to anyone who has been found to have interfered with Town Facilities including any meter, meter seals, meter reading, or water Disconnection equipment.
- 4.5 "Late Payment Penalty" means a penalty of twenty-four percent (24%) per annum or two percent (2%) per month that is added to the outstanding amount of Utility Bills that remain unpaid after the date fixed for payment.
- 4.6 "Meter Testing Charge" means a charge intended to reflect the cost of removing, testing, and re-installing a Water Meter that the Consumer believes is faulty.
- 4.7 "Security Fee" means a one-time flat fee applicable to new utility account holders. The fee is added to the account at the time of account activation and is refundable less any outstanding amounts owing upon termination of service.
- 4.8 "Service Calls" means a per hour charge applicable to those Consumers who require service over and above that of the Basic Services provided for non-emergent issues, including Consumer request for Disconnection and Reconnection.
- 4.9 "Service Disconnection" means an option for Consumers who wish to have their service temporarily Disconnected. This is a one-time charge applied to the account at the time of Disconnection.
- 4.10 "Service Reconnection" means the option for Consumers to have their service turned back on after having requested for a temporary service Disconnection.

### 4.0 OTHER UTILITY CHARGES

Billing Item	Charge	Application
Application Fee	\$30.00	Per new utility account – applied to account at time-of- service application; split between water and wastewater.
Arrears Fee	\$65.00	Applied to account during any instance of account being scheduled for Shut-Off due to non-payment.
Connection to Main	\$200.00Residential \$250.00Commercial & Institutional	tapping into main for new service
Interference, Tampering or Unauthorized Use Penalty	\$500.00	Per event
Late payment penalty	24% per annum (2% per month)	Applicable to outstanding balance – applied to total Utility Bill after the date due.
Meter Testing Charge	Flow through of costs + service call	per Consumer request, flow through of testing charge plus Service Call
Security Fee	Cost determined at time of Utility service application – based on Water Meter size <sup>1</sup> / <sub>2</sub> " up to 1" meter \$200.00 1.5" meter \$750.00 2" meter \$1000.00	Per new utility account, applied at time-of-service application and refunded upon service termination less any monies outstanding.
Service Calls	\$65.00 if required during regular business hours \$100.00 if required outside of regular business hours	Per hour plus any additional costs that may be incurred in attending to non-emergent issues
Service Disconnection	Service Call Charge plus \$65.00	Per request, per utility account.
Service Reconnection	Service Call Charge plus \$65.00	Per request, per utility account.

## Town of Bon Accord Bylaw 2024-12 Utilities Bylaw

## 5.0 PENALTIES

	1 <sup>ST</sup> OFFENCE	2 <sup>ND</sup> OFFENCE
Release of any matter not in accordance with Schedule "C"	\$500	\$1,000
Release of any matter not in accordance with Schedule "D"	\$500	\$1,000
Diluting wastewater	\$500	\$1,000
Connection of storm water, roof drains etc. to sanitary sewer	\$500	\$1,000
Tampering with manhole covers or Appurtenances	\$500	\$1,000
Cutting or tapping into Town sewers	\$500	\$1,000
Obstructing the flow of sewage	\$500	\$1,000

# Bylaw 2022-20 SCHEDULE "B" – PROHIBITED WASTES

No Person will discharge directly or indirectly or deposit or cause or permit the discharge or deposit of wastewater into a sanitary sewer or municipal sewer connection or private sewer connection, to any wastewater works in circumstances where:

- (1) To do so may cause or result in:
  - (a) A health or safety hazard to a Person authorized by the ARROW UTILITIES or a Member Municipality to inspect, operate, maintain, repair, or otherwise work on a wastewater works.
  - (b) An offence under any applicable federal or provincial legislation, as amended from time to time, or any regulation made thereunder from time to time.
  - (c) Wastewater sludge from the wastewater treatment facility to which wastewater discharges, either directly or indirectly, to fail to meet the objectives and criteria as listed in any applicable federal or provincial legislation, as amended from time to time.
  - (d) Interference with the operation or maintenance of a wastewater works, or which may impair or interfere with any wastewater treatment process.
  - (e) A hazard to any Person, animal, property, or vegetation.
  - (f) An offensive odour emanating from wastewater works, and without limiting the generality of the foregoing, wastewater containing hydrogen sulphide, carbon disulphide, other reduced sulphur compounds, amines or ammonia in such quantity as may cause an offensive odour.
  - (g) Damage to wastewater works.
  - (h) An obstruction or restriction to the flow in wastewater works.
- (2) The wastewater has two or more separate liquid layers.
- (3) The wastewater contains:
  - (a) Hazardous substances.
  - (b) Combustible liquid.
  - (c) Biomedical waste, including but not limited to the following categories: human anatomical waste, animal waste, untreated microbiological waste, waste sharps and untreated human blood and body fluids known to contain viruses and agents listed in "Risk Group4" as defined in "Laboratory Biosafety Guidelines" published by Health Canada, dated 2004, as amended.
  - (d) Specified risk material for bovine spongiform encephalopathy as defined in the federal Fertilizers Regulations (C.R.C., c. 666), as amended from time to time, including material from the skull, brain, trigeminal ganglia, eyes, tonsils, spinal cord, and dorsal root ganglia of cattle aged 30 months or older, or material from the distal ileum of cattle of all ages.

- (e) Dyes or colouring materials which may or could pass through a wastewater works and discolour the wastewater works effluent.
- (f) Fuel.
- (g) Ignitable waste.
- (h) Pathological waste.
- (i) PCBs.
- (j) Pesticides which are not otherwise regulated in this Bylaw.
- (k) Reactive waste.
- (I) Toxic substances which are not otherwise regulated in this Bylaw.
- (m) Waste radioactive substances in concentrations greater than those specified for release to the environment under the Nuclear Safety and Control Act and Regulations or amended versions thereof.
- (n) Solid or viscous substances in quantities or of such size to be capable of causing obstruction to the flow in a wastewater works, including but not limited to ashes, bones, cinders, sand, mud, soil, straw, shaving, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, animal parts or tissues, and paunch manure.
- (4) The wastewater contains a concentration, expressed in milligrams per litre, more than any one or more of the limits in Schedule "C" of this Bylaw, unless:
  - (a) The discharge is in accordance with a valid Wastewater Discharge Permit;
  - (b) The discharge is authorized in a Code of Practice approved by ARROW UTILITIES; and
  - (c) All requirements of Section 13 of this Bylaw, Additional Requirements, have been fully satisfied.

# Bylaw 2022-20 SCHEDULE "C" – RESTRICTED WASTES – SANITARY SEWER DISCHARGES

### 1. Table A – CONVENTIONAL CONTAMINANTS

Substance	Concentration Limit– [mg/L, except as noted]
Biochemical Oxygen Demand	10,000
Chemical Oxygen Demand	20,000
Nitrogen, Total Kjeldahl	500
Oil and Grease, Total – Animal and Vegetable + Mineral and Synthetic/Petroleum Hydrocarbons	500
Phosphorus, total	200
Suspended Solids, Total	5,000

## 2. Table B – ORGANIC CONTAMINANTS

Substance	Concentration Limit-	
	[mg/L]	
Benzene	0.5	
Ethylbenzene	0.5	
Oil and Grease – Mineral and Synthetic/Petroleum Hydrocarbons	100	
Phenols, Total (or phenolic compounds)	1.0	
Toluene	0.5	
Xylene	0.5	

### 3. Table C – INORGANIC CONTAMINANTS

Substance	Concentration Limit-
	[mg/L]
Arsenic (As)	1.0
Cadmium (Cd)	0.10
Chlorine,Total (Cl <sub>2</sub> )	5.0
Chromium (Hexavalent) (Cr <sup>+6</sup> )	2.0
Chromium,Total (Cr)	4.0
Cobalt (Co)	5.0
Copper (Cu)	2.0
Cyanide (CN)	2.0
Lead (Pb)	1.0
Mercury (Hg)	0.10
Molybdenum (Mo)	5.0
Nickel (Ni)	4.0
Selenium (Se)	1.0
Silver (Ag)	5.0
Sulphide (S⁼)	3.0
Thallium (TI)	1.0
Zinc (Zn)	2.0

## 4. Table D – PHYSICAL PARAMETERS

Parameter	Limit
Flashpoint	Not ≤60.5° C
Lower Explosive Limit (LEL) in headspace	10% of the LEL
Ph	6.0 – 11.5 (unitless)
Temperature	60° C

# Bylaw 2022-20 SCHEDULE "D" – WASTEWATER OVERSTRENGTH LIMITS

Concentrations that do not exceed the constituent concentration limits listed in Schedule "C" are permitted for discharge, however, they may be subject to an Overstrength Surcharge.

	Column A	Column B
Substance	Overstrength Surcharge Concentration Limits, mg/L	Additional Overstrength Concentration Limits, mg/L
Biochemical Oxygen Demand (BOD)	300	3000
Chemical Oxygen Demand (COD)	600	6000
Nitrogen, Total Kjeldahl (TKN)	50	200
Oil and Grease, Total (O&G) – Animal and Vegetable + Mineral and Synthetic/Petroleum Hydrocarbons	100	400
Phosphorus, Total (TP)	10	75
Suspended Solids, Total (TSS)	300	3000

# TOWN OF BON ACCORD

## **REQUEST FOR DECISION**

Meeting: Meeting Date: Presented by:	Regular Meeting of Council December 3, 2024 Falon Fayant, Corporate Services Manager
Title:	Waste Collection Bylaw 2024-13, 2 <sup>nd</sup> & 3 <sup>rd</sup> Reading
Agenda Item No.	9.3

### **BACKGROUND/PROPOSAL**

Council gave first reading to the Waste Collection Bylaw 2024-13 as presented at the regular meeting on November 19<sup>th</sup>. (Resolution #24-486).

The Waste Collection Bylaw requires updating for 2025 due to the changing rates approved within the interim 2025 Operating Budget. The rates need to be updated prior to the first billing for January 2025.

# DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

The rates from GFL Environmental will increase by 2% in 2025, per the agreement. In April 2025, recycling services will move to Circular Materials. The costs from Roseridge Waste Management Commission are also built into the waste collection rate.

The following rates were approved in the 2025 interim operating budget.

• Waste Collection Charge: \$17.40/month (Increase from \$16.15 in 2024).

The budget presentation recommended increasing the rates per the increases from GFL Environmental and Roseridge. Instead of decreasing the rate by the expected savings from recycling moving to Circular Materials, it was also recommended that those funds be transferred to reserves; therefore, \$10,880 is transferred to reserves in the 2025 interim budget.

Administration is recommending a repeal and replacement, whereas Waste Collection 2024-13 would repeal Bylaw 2022-21 rather than amending the Schedule "A" Utility Rates and Other Charges. This process keeps all the utilities bylaw information together in one document rather than referencing two separate documents. In 2024, Council did amend the schedule to Bylaw 2022-21; therefore, Bylaw 2024-02 Amendment of Waste Collection Bylaw 2022-21 Schedule A will also be repealed when the bylaw comes into effect.

Amending Waste Collection Bylaw 2024-13 would cause changes to the approved 2025 interim operating budget in the garbage department.

## STRATEGIC ALIGNMENT

### Values Statement: Professionalism

• Administration and Council manage the affairs of Bon Accord in a competent, reliable manner, to maintain a safe and prosperous community to work and live.

### Values Statement: Stewardship

• Administration and Council embody the responsible planning and management of our resources.

### Priority #3: Infrastructure

• The Town of Bon Accord is maintaining and improving all infrastructure in a fiscally responsible manner.

# COSTS/SOURCES OF FUNDING

2025 Operating Budget

# **RECOMMENDED ACTION (by originator)**

### Both 1 & 2

- 1. THAT Council gives 2<sup>nd</sup> reading to Waste Collection Bylaw 2024-13 as presented.
- 2. THAT Council gives 3<sup>rd</sup> and final reading to Waste Collection Bylaw 2024-13 as presented.

# <u>Or</u>

THAT Council directs administration to amend Waste Collection Bylaw 2024-13 as discussed and bring back to the next meeting.

### TOWN OF BON ACCORD BYLAW 2024-13 WASTE COLLECTION BYLAW

### A BYLAW OF THE TOWN OF BON ACCORD TO ESTABLISH TERMS AND CONDITIONS FOR THE PROVISION OF WASTE COLLECTION AND RECYCLING SERVICES IN THE TOWN OF BON ACCORD

WHEREAS the *Municipal Government Act* provides that a Council may pass bylaws respecting public utilities; and

WHEREAS it is deemed advisable and expedient to set out the terms and conditions applicable to the collection and disposal of solid waste and the provision of recycling and organic services within the Town of Bon Accord;

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

This Bylaw may be referred to as "The Waste Collection Bylaw".

The services provided by the Town shall be pursuant to the terms, conditions, and provisions of this Waste Collection Bylaw, the contents of which will be binding upon and form part of an agreement between the Town and any Person who receives the services.

#### 1.0 DEFINITIONS

- 1.1. "Ashes" means the powdery residue left after the combustion of any substance and includes partially burnt wood, charcoal or coal;
- 1.2. "Automated Bin Service" means a collection service where Waste Materials are stored in a bin constructed to be emptied mechanically into a collection vehicle;
- 1.3. "Building Material" means:
  - 1.3.1. board lumber, such as 2 x 4's, 2 x 6's, 2' x 10's, baseboards, etc., which are limited to lengths of 0.9m (36"); or
  - 1.3.2. sheet lumber, such as plywood, paneling and drywall, limited to 0.9m x 0.3m (36"x 12") sheets with maximum thickness of 25mm (1"); or
  - 1.3.3. insulation, plastic, or other such material used in the construction or reconstruction of a building or facility;
- 1.4. Bylaw Enforcement Officer" means an officer appointed by the Town pursuant to the Municipal Government Act, RSA 2000, c. M-26, to enforce the Town Bylaws, and includes a member of the Royal Canadian Mounted Police, and when authorized, a Special Constable;
- 1.5. "Collection Day" shall mean the day or days during each week on which waste is collected from a specific premise;
- 1.6. "Commercial Bin" means secure container used for the purposes of storing and disposing of commercial or sizeable waste;
- 1.7. "Cart" will be one or a combination of the following:
  - 1.7.1. Waste collection cart, supplied to eligible premises for use by the Householder
  - 1.7.2. Aerated organics collection cart supplied to eligible premises by the Town

### TOWN OF BON ACCORD BYLAW 2024-13 WASTE COLLECTION BYLAW

- 1.8. "Container Recyclables," means glass bottles and jars, aluminum, steel and tin cans, margarine and yogurt containers, grocery and retail bags, plastic bottles with twist off top, beverage containers, polycoat milk cartons, plastic milk jugs and juice cartons, tetra packs and mini-sip containers or other items designated by Council from time to time;
- 1.9. "Council" means the Municipal Council of The Town of Bon Accord;
- 1.10. 'Householder' means any owner, occupant, lessee or tenant or any other Person in charge of any Dwelling;
- 1.11. "Industrial / Commercial / Institutional Waste" or 'ICI Waste" means material of similar composition as mixed waste collected within the Town other than by Town Collection;
- 1.12. "Institutional Facilities" shall mean a hospital, nursing home, hotel, or school;
- 1.13. "Multi-Family Complex" means a building or private community containing three or more units, including apartment buildings, townhouses, condominiums or manufactured home parks;
- 1.14. "Owner" means the person who is registered under the Land Titles Act, RSA 2000 c. L-4, as amended or replaced from time to time, as the owner of the fee simple estate in land, or a Person who is recorded as the Owner of the property on the tax assessment roll of the Town;
- 1.15. "Person" means any Person, Householder, firm, partnership, association, corporation, company or organization of any kind;
- 1.16. "Recommencement of Service" means a point in time in which Collection Services and billing for such service will resume.
- 1.17. "Roadway" means a roadway within the meaning of the Traffic Safety Act, RSA 2000, c. T-6, as amended or replaced from time to time;
- 1.18. "Solid Waste Collector" means the Person or Persons appointed by the Town for the purpose of collecting and disposing of Waste Materials, Organic Materials, Fibre, Recyclables and Container Recyclables;
- 1.19. "Town" means The Town of Bon Accord;
- 1.20. "Town Manager" means the Chief Administrative Officer as appointed by Council;
- 1.21. "Utility Bill" means a bill which sets out the fees levied by the Town on an annual, monthly, bi-monthly or quarterly basis for utility services provided by the Town;
- 1.22. "Waste Collection Service" means the curbside or roadside collection of Waste Materials, Organic Materials, Fibre Recyclables and Container Recyclables;
- 1.23. "Waste Materials" means any material discarded from a Dwelling or Multi-Family Complex that is not Fibre Recyclables or Container Recyclables or Organic Materials;
- 1.24. "Yard Waste" means, stumps, tree trunks, sod, and other similar materials.

#### 2.0 CONDITIONS

- 2.1 No Person will collect, dispose of, or remove refuse except in accordance with the provisions of this Bylaw.
- 2.2 No Person will operate a vehicle in the Town while it is carrying solid waste or industrial waste unless the portion of the vehicle in which the material is being carried is securely

covered or the material is secured to prevent any part of such material from falling off, or out of, the vehicle while in transit.

- 2.3 No person will allow solid waste to spill over or accumulate on any lane, street, or adjoining public or private property. Every person will ensure that all solid waste is always kept within their waste cart.
- 2.4 No person will allow their waste cart to fall into disrepair or become noxious, offensive, or dangerous to public health.
- 2.5 No person will pick over, interfere with, disturb, remove, or scatter any solid waste put out for collection or removal.
- 2.6 No person other than the approved Solid Waste Collector will collect solid waste from eligible premises.
- 2.7 No person will vandalize or willfully damage any solid waste cart.

#### 3.0 ADMINISTRATION AND MANAGEMENT

- 3.1 The Town Manager may delegate the administration of this Bylaw to the following employee positions:
  - 3.1.1 Operations Supervisor
  - 3.1.2 Corporate Services Manager or position similar thereof.

#### 4.0 COLLECTION, RECYCLING, AND ORGANICS SERVICES

- 4.1 Every Householder to which this Bylaw applies must obtain proper Waste Material and Organic Material carts provided for by the Solid Waste Collector.
- 4.2 Organic waste carts not required may be returned to the Town; no reduction or adjustment will be made to the Utility Bill as a result.
- 4.3 A Householder may request a replacement waste or organics cart should their cart be damaged or stolen. Per Schedule "A" of this Bylaw, the Householder will be responsible for the cost to replace carts damaged by misuse and/or carts lost or stolen.
- 4.4 A Householder may request an additional waste or organics cart for an additional charge per Schedule "A" of this Bylaw.
- 4.5 The Householder will maintain all carts supplied in a clean and sanitary condition, and will immediately notify the Town of lost, stolen, or damaged carts.
- 4.6 Waste and organic carts and recycling will be collected at the times specified by the Solid Waste Collector per Schedule "B" of this Bylaw.
- 4.7 All solid waste must be placed for collection on the road adjacent to the eligible premises prior to 7:00 am on the Collection Day as specified in Schedule "B" of this Bylaw. No cart will be located to encroach on any roadway, highway, boulevard, lane, or public place except as expressly required by this Bylaw.
- 4.8 Waste and organic carts must be removed from the curbside by 9:00 pm of the Collection Day. Any materials not collected must be removed from the curbside by 9:00 pm of the

Collection Day unless rescheduling for the next day has occurred due to an unscheduled service interruption by the Solid Waste Collector.

- 4.9 Subject to section 4.9.1 of this Bylaw, no Person other than the Town of Bon Accord, will provide Collection Services or Supplementary Collection Services.
  - 4.9.1 If a Person, who at the date of passage of this Bylaw, was providing or receiving Collection Services or Supplementary Collection Services within the Town subsequently discontinues providing such services, that Person may not recommence providing such services later unless approved by Council.
- 4.10 Every person who operates a private Collection Service must:
  - 4.10.1 Comply with requirements of this Bylaw.
  - 4.10.2 Obtain any permit required by this Bylaw or any Provincial statute and regulations.
  - 4.10.3 Refuse to collect Waste Materials, Organic Materials, and/or Recyclables from premises whose Householders do not comply with the requirements of this Bylaw. Notwithstanding any other provision in this Bylaw to the contrary, a Person who operates a private Collection Service may select whatever Cart of Container suitable to their operation to use for placing Waste Materials, Organic Materials, and Recyclables for collection at each eligible premises.
  - 4.10.4 Provide all services as offered by the Town with respect to Collection Services to maximize diversion from the landfill.
- 4.11 Householders within the Town who receive a water and/or sewer Utility Bill will automatically receive Waste Collection Services, and an account will be established and effective as of the date of ownership or occupancy whichever first occurs. This excludes all apartments, multi-family complexes, institutional, and commercial facilities.
- 4.12 Householders residing within a Multi-Family Complex may apply for Waste Collection Service as a group in accordance with Section 5 of this Bylaw. Upon approval, all Householders within the site will be provided and billed for Waste Collection Services.
  - 4.12.1 Householders within a Multi-Family Complex may opt-out of Waste Collection Service from the Town as a group, only if the Householders have contracted for an Automated Bin Service. Upon written confirmation to the Town that such a contract exists, the Waste Collection Service will be discontinued.
- 4.13 Owners within the Town who do not receive a water and/or sewer Utility Bill from the Town may apply for Waste Collection Service and upon approval will be provided and billed for Waste Collection Services.
- 4.14 A Householder may opt-out of Waste Collection Services followed by application to and approval by Council. Householders may only opt-out of Waste Collection Services provided one or more of the following conditions exist:
  - 4.14.1 A Householder resides on a property greater than 0.81 ha (2 acres) in the area.
  - 4.14.2 The premises is not occupied for cooking, eating, sleeping, or living purpose for a consecutive period of three (3) months or more.
- 4.15 The effective date of Opt-Out for Waste Collection Services will be the date upon which the application is approved. All Householders who opt-out of Waste Collection Service will be subject to a Services Fee as described in Schedule "A" of this Bylaw for discontinuation of service.

### TOWN OF BON ACCORD BYLAW 2024-13 WASTE COLLECTION BYLAW

- 4.16 Householders who wish to recommence their Waste Collection Service following a discontinuation will be subject to a Service Fee as described in Schedule "A" of this Bylaw for recommencement of service.
- 4.17 No person or business/commercial entity will construct a new building or facility without the provision of a Commercial Bin (at their own expense) on site to provide for the storage and removal of new construction waste, including that of Building Material waste.

#### 5.0 PREPARATION OF MATERIALS FOR COLLECTION

- 5.1 Prepare yard waste for collection by compacting and tying in secure bundles not more than 1 metre (3.3 ft.) in length and placing in the designated Waste Materials Cart.
- 5.2 Package Ashes cold in biodegradable bags and place in the designated Organic Materials Cart.
- 5.3 Place sawdust in the Cart designated for Organic Materials.
- 5.4 All pet related feces and cat litter must be packaged in plastic bags and placed in the Cart designated for Waste Materials.
- 5.5 Building Materials, for purposes other than new construction, will be limited to 1 m (3.3 ft) in length and placed in the Cart designated for Waste Materials.
- 5.6 New construction Building Material must be placed in a Commercial Bin (i.e. container) that has been provided for by the entity conducting the new construction.
- 5.7 Place grass clippings and leaves in the Cart designated for Organic Materials.
- 5.8 Deposit all other waste materials in the Cart designated for Waste Materials but limited to the capacity of the Cart with the lid closed.
- 5.9 No Owner will place, permit to be placed, or mix any of the following materials for removal:
  - 5.9.1 Industrial waste.
  - 5.9.2 Any highly combustible or explosive or toxic waste, including but not limited to such materials as fuels or lubricants, gun powder or bullets, dynamite, blasting caps, hot Ashes, ignitable waste, motion picture film or toxic materials.
  - 5.9.3 Household hazardous waste or dangerous goods including solvents, oven cleaners, paints, automotive fluids, wet cell batteries, pesticides, herbicides, or any other material commonly referred to as household, commercial, or industrial hazardous waste.
  - 5.9.4 Any compound that may be considered dangerous or hazardous under the provisions of any other legislation whether Provincial or Federal.
  - 5.9.5 Hypodermic needles.
  - 5.9.6 Sharp objects or broken glass unless packaged to allow safe handling.
  - 5.9.7 Luminescent gas filled tubes unless such tubes are encased in a container of sufficient size and strength to protect such tubes from breakage and thereby allowing safe handling.
  - 5.9.8 Dead animals or animal parts.

### TOWN OF BON ACCORD BYLAW 2024-13 WASTE COLLECTION BYLAW

5.10 Any person who mixes an item from Section 5.9 into their waste Cart will be responsible for any costs associated with the cleanup and will be liable to a penalty as set forth in Schedule "A" of this Bylaw.

### 6.0 HOUSEHOLD WASTE COLLECTION

- 6.1 Every person is required to place all household waste in the waste cart designated for waste collection. Loose material will not be collected.
- 6.2 Every person will ensure that prohibited waste as defined in Section 5.9 of this Bylaw is not placed in the garbage cart or bin. If such waste is placed in the garbage cart or bin, it will not be picked up by the Solid Waste Collector and any additional cost will be incurred by the responsible eligible premise.
- 6.3 Waste carts must be placed along the edge of the road with the wheels in the gutter and must be a minimum of 4 feet away from other obstacles on all sides.
- 6.4 Waste carts must not be overloaded. The lid must be closed.
- 6.5 Only waste contained within the waste cart provided by the Solid Waste Collector will be collected.
- 6.6 Waste carts not prepared or placed in accordance with this Bylaw will not be collected.

#### 7.0 RECYCLABLE MATERIAL COLLECTION

- 7.1 Every person is required to place all recyclable materials in a blue bag.
- 7.2 Blue bags must be kept at a minimum of 4 feet from regular waste carts or bins or other obstacles.
- 7.3 Recyclable products include the following:
  - 7.3.1 Newspaper
  - 7.3.2 Mixed papers (including office paper, magazines, flyers)
  - 7.3.3 Corrugated cardboard
  - 7.3.4 Box board
  - 7.3.5 Metal cans (ie. Food tins)
  - 7.3.6 Milk containers
  - 7.3.7 Deposit beverage containers
  - 7.3.8 Rigid, screw top and snap on lidded containers labeled #1 or #2 only
- 7.4 Recyclable materials not prepared or placed in accordance with this Bylaw will not be collected.

#### 8.0 ORGANIC WASTE COLLECTION

- 8.1 Every person is required to place all organic waste in the organics waste cart for collection.
- 8.2 Every person will ensure that no household waste, recycling, ties, plastics bas, or anything except organic waste is placed into the organics waste cart. If such waste is placed in the organics waste cart, it will not be picked up by the Solid Waste Collector.
- 8.3 Every person will ensure that prohibited waste as defined in Section 5.9 of this Bylaw is not placed in the organics waste bin. If such waste is placed in the garbage cart or bin, it will not be picked up by the Solid Waste Collector and any additional cost will be incurred by the responsible eligible premise.
- 8.4 Organic carts must be placed along the edge of the road with the wheels in the gutter and must be a minimum of 4 feet away from other obstacles on all sides.
- 8.5 Organic carts must not be overloaded. The lid must be closed.
- 8.6 Only organic waste contained in the organics waste cart provided by the Solid Waste Collector will be collected.
- 8.7 Organic products include the following:
  - 8.7.1 Grass clippings
  - 8.7.2 Fallen leaves
  - 8.7.3 Small tree or garden trimmings (no branches over 1cm in diameter)
  - 8.7.4 Small quantities of pet waste
  - 8.7.5 Soiled paper
  - 8.7.6 Small quantities of sod
  - 8.7.7 House and garden plants and flowers
  - 8.7.8 Kitchen food waste (fruits, vegetables, and peelings, nuts and seeds, bread and grains, pasta, eggshells, coffee grounds.
- 8.8 Organic materials not prepared or placed in accordance with this Bylaw will not be collected.

#### 9.0 LANDFILL DISPOSAL

- 9.1 Every person can dispose of any extra solid waste generate from their eligible premises through their landfill pass.
- 9.2 Every person with a landfill pass will be charged for solid waste taken to the Roseridge Landfill through the Utility Bill monthly.

#### 10.0 WASTE COLLECTION RATES AND CHARGES, OPENING AND CLOSING OF ACCOUNTS

- 10.1 The Consumer will pay to the Town the Waste Collection Service rates and other charges as applicable as set out in Schedule "A" Waste Collection Service Rates and Other Charges as attached to this Bylaw.
- 10.2 New account requests of changes to Waste Collection Services must be in the name of the Owner(s) registered on the property title only.
- 10.3 Prior to Waste Collection Service, an Owner must open an account. The Owner is responsible for ensuring the Town has accurate contact information, i.e. address, email address, phone number.
- 10.4 Persons who use the Waste Collection Service without opening an account will be liable for the cost of the services. Failure to open an Account may result in service disruption.
- 10.5 A Utility Bill showing the current Waste Collection Service charges will be mailed or emailed to the Owner(s) or designated renter. It remains the Owner's responsibility to ensure renters are making regular payments. Payment for services will be due and payable when the account is rendered. Payment must be made at the Town Office or at such other place as may be designated by the Council, or online, and failure to receive a billing will in no way affect the liability of the Owner(s) to pay the account.
- 10.6 In the event any Utility Bill remains unpaid after the date shown on the billing, there will be added by way of penalty an amount as set out in Schedule "A" being attached hereto and forming part of this Bylaw. The said penalty will be added to and will form part of the unpaid Utility Bill.
- 10.7 In the event any Utility Bill remains unpaid for a period of sixty (60) days or longer, the Town may take any or all the following actions to recover:
  - 10.7.1 Written notice of arrears requesting payment, including authorizing appropriate payment arrangements.
  - 10.7.2 Discontinue or disrupt Waste Collection Services.
  - 10.7.3 Transference of outstanding account balance to the Owner's Property Tax Roll.
  - 10.7.4 By action, in any court of competent jurisdiction.
- 10.8 If an error or omission is found in the Utility Bill charges, the Town will correct the Utility Accounts by the appropriate amount for the duration of the billing error as follows:
  - 10.8.1 If the correction results in an under billing for utility consumption charges to the Consumer, the Utility Bill correction will be made for a period of not more than three (3) months immediately preceding the date of discovery of error, or,
  - 10.8.2 If the correction results in an over billing for utility consumption charges to the Consumer, the billing correction will be made for the period of the error if the start date of the error can be determined with reasonable accuracy. If such time cannot be determined with reasonable accuracy, the correction will be made for a period of not more than three (3) months.

#### 11.0 PENALTIES

- 11.1 Offence Tag
  - 11.1.1 A Bylaw Enforcement Officer is hereby authorized and empowered to issue an offence tag to any Person who contravenes any provision of this Bylaw.
  - 11.1.2 An Offence Tag shall be in a form approved by the Council and will state:
    - i. The name of the offender; and,
    - ii. The offence.
    - iii. The appropriate penalty for the offence as specified in Schedule "A" of this Bylaw; and
    - iv. That the fine will be paid within 30 days of the issuance of the offence tag.
- 11.2 Where a contravention of this Bylaw is of a continuing nature, further offence tags for the same offence may be issued by the Bylaw Enforcement Officer, provided however, that no more than one offence tag will be issued for each day that the contravention continues.
- 11.3 Violation Ticket
  - 11.3.1 If the fine specified on an offence tag is not paid within the prescribed time, then a Bylaw Enforcement Officer is hereby authorized and empowered to lay a complaint and issue a summons by means of a violation ticket.
  - 11.3.2 The Violation Ticket will be in the form prescribed by Alberta Regulation, as amended, being the Violation Ticket Regulations passed pursuant to the Provincial Offences Procedures Act.
  - **11.3.3** Imprisonment in default of payment of a fine specified in the bylaw will not be imposed under any circumstances.

#### 12.0 SEVERABILITY

12.1 Should any provision of this bylaw be invalid then such provision will be severed, and the remaining bylaw will be maintained.

#### 13.0 GENERAL

- 13.1 Nothing in this Bylaw will operate to relieve any Person from complying with any Federal, Provincial, or other Town of Bon Accord law, order, regulation, or Bylaw.
- 13.2 Bylaw 2022-21 and Bylaw 2024-02 are hereby repealed when this bylaw comes into effect.
- 13.3 This Bylaw will come into full force and effect on January 1, 2025.

## TOWN OF BON ACCORD BYLAW 2024-13 WASTE COLLECTION BYLAW

READ A FIRST TIME THIS 19th day of November 2024.

READ A SECOND TIME THIS

READ A THIRD TIME THIS

SIGNED AND PASSED THIS

Mayor Brian Holden

Chief Administrative Officer Jodi Brown

# Bylaw 2024-13 SCHEDULE "A" WASTE COLLECTION SERVICE RATES AND OTHER CHARGES

### WASTE COLLECTION SERVICE RATES

	Billing Item	Rate	Application
Residential	Solid Waste Collection (Single/Duplex Unit/Dwelling)	\$17.40	per billing month per utility account
	Extra Waste Cart	\$4.24	per billing month per utility account
	Extra Organic Cart	\$3.18	per billing month per utility account

### **OTHER CHARGES**

ER CHARGES		
Billing Item	Charge	Application
Landfill Usage	Flow-through charge - Permit holders will be charged at the rate established and invoiced by the Roseridge Waste Commission.	Applied to Utility Bill monthly.
Late payment penalty	24% per annum (2% per month)	Applicable to outstanding balance – applied to total Utility Bill after the date due.
Replacement Carts	\$100	Applied to Utility Bill at the time of replacement request.
Service Charge	\$15	One time application to Utility Bill per event.

\*\*Seniors self-contained units, apartments, 4-plexes, and commercial / industrial pickups must use other service provider.

#### PENALTIES

	1 <sup>ST</sup> OFFENCE
Improper materials for removal as waste, recycling,	\$100
or organics.	
Improper location of Waste or Organics Carts	\$100
Improper storage of Waste or Organics carts (not on	\$100
private property or obstructing a roadway, highway,	
boulevard, lane, or public property)	
Improper Waste or Organics cart	\$500

# Bylaw 2024-13 SCHEDULE "B" WASTE COLLECTIN SERVICES SCHEDULE

#### COLLECTION FREQUENCY

Waste Material Collection: The frequency for household waste collection for all eligible premises is weekly on Friday. Collection of household waste placed in accordance with this Bylaw will commence at 7:00 am.

Organic Material Collection: The frequency for organic waste collection for all eligible premises is weekly on Friday from May 15<sup>th</sup> to November 15<sup>th</sup> of each year. Collection of organic waste placed in accordance with this Bylaw will commence at 7:00 am.

Recyclable Material Collection: The frequency for recyclable material collection for all eligible premises is bi-weekly on Friday. Collection of recyclable materials placed in accordance with this Bylaw will commence at 7:00 am.

# Bylaw 2022-21 SCHEDULE "C" STATUTORY DECLARATION FOR WASTE COLLECTION SERVICE

#### STATUTORY DECLARATION

CANADA

) IN THE MATTER OF the current Waste Collection Bylaw providing for the

PROVINCE OF ALBERTA	
TO WIT:	

) levying and collection of service charges, rates, and ) penalties in connection with Collection Services.

l	,	of	

in the Province of Alberta DO SOLEMNLY DECLARE:

1. THAT the building(s) located at the following service address:

Is not occupied for cooking, eating, sleeping, or living purposes for a consecutive period of three (3) months, or more, or that a significant extenuating circumstance exists that would generate a need for approval, from the Town of Bon Accord Council, to opt out of Waste Collection services.

- 2. THAT I understand I will not be eligible to receive Collection Services from the Town of Bon Accord for the specified and approved period of time upon which either the Chief Administrative Officer or Town Council approves my application for opting-out from Collection Services. I also understand that upon Recommencement of Service (i.e. resumption of waste collection services upon completion of opt out period) that I must retain the Collection Service for a minimum of six (6) months.
- 3. THAT the opt out period is determined as follows:

Service interruption effective:

Service recommencement effective:

4. THAT should a recommencement date not be provided at time of application all waste totes will be removed from the landowner property at or near the date of service interruption. Upon Recommencement of Service, waste totes will be provided to the above noted service address and a delivery charge of \$15.00 will be applied to the Utility Bill.

AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of "THE CANADA EVIDENCE ACT".

DECLARED before me at the		)
	of	)
in the F	Province of Alberta	)
this	day of	)

Commissioner for Oaths

# TOWN OF BON ACCORD

## **REQUEST FOR DECISION**

Meeting:	Regular Meeting of Council	
Meeting Date:	December 3, 2024	
Presented by:	Falon Fayant, Corporate Services Manager	
Title:	Tax Installment Payment Plan (TIPP) Bylaw 2024-14 2 <sup>nd</sup> & 3 <sup>rd</sup> Reading	
Agenda Item No.	9.4	

### **BACKGROUND/PROPOSAL**

Council gave fist reading to the Tax Installment Payment Plan Bylaw 2024-14 as presented at the regular meeting on November 19<sup>th</sup>. (Resolution #24-489).

Bylaw 2024-14 proposes amendments to the Tax Installment Payment Plan (TIPP) Bylaw 2022-14, and upon third and final reading of Bylaw 2024-14, Bylaw 2022-14 will be repealed.

It is necessary to amend the TIPP Bylaw to reflect updates in the way our software calculates the payments.

# DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

Amendments to the TIPP Bylaw include the following:

Section 2 – Calculation of TIPP

- Calculations in January and May are automatic. Adjustments are made if additional payments have been made to the account separately from the TIPP program or if payments have not been honoured. For example, if a resident makes additional payment(s) to their tax account at any time during the year, the system will take these payments into account when re-calculating the payment amounts in January and May.
- 2. The final installment may be adjusted slightly to account for rounding differences to avoid over or under-collecting. The balance at year-end will be zero.

Section 3 – Penalties

1. The reference has been updated from the current Taxation Bylaw to the current Property Tax Penalty Bylaw. The taxation bylaw does not reference penalties.

# STRATEGIC ALIGNMENT

PROFESSIONALISM - administration and Council manage the affairs of Bon Accord in a competent, reliable manner, to maintain a safe and prosperous community to work and live.

# COSTS/SOURCES OF FUNDING

Operating budget.

# **RECOMMENDED ACTION (by originator)**

# Both 1 & 2

- 1. THAT ...Council gives 2<sup>nd</sup> reading to Bylaw 2024-14 Tax Installment Payment Plan (TIPP) Bylaw as presented.
- 2. THAT ...Council gives 3<sup>rd</sup> and final reading to Bylaw 2024-14 Tax Installment Payment Plan (TIPP) Bylaw as presented.

# <u>Or</u>

THAT Council directs administration...

### TOWN OF BON ACCORD TAX INSTALLMENT PAYMENT PLAN (TIPP) BYLAW BYLAW 2024-142022-14

# A BYLAW OF THE TOWN OF BON ACCORD, IN THE PROVINCE OF ALBERTA, TO AUTHORIZE THE REGULATION AND COLLECTION OF A MONTHLY TAX INSTALLMENT PAYMENT PLAN (TIPP).

**WHEREAS**, pursuant to section 340 of the Municipal Government Act, Chapter M-26.1, R.S.A., 2000, and amendments thereto, a Council may establish installment plans for the payment of property taxes and;

**WHEREAS**, the Council of the Town of Bon Accord has deemed it necessary and desirable for the establishment of a Property Tax Installment Payment Plan;

**NOW THEREFORE**, under the authority of the Municipal Government Act, the Council of the Town of Bon Accord, in the Province of Alberta, enacts as follows:

This Bylaw shall be cited as the "Tax Installment Payment Plan (TIPP) Bylaw" of the Town of Bon Accord.

### 1 ELIGIBILITY

- 1.1 Taxpayers of the Town of Bon Accord shall have the right to submit an application to participate in <u>the TIPP program</u> to provide for the payment of property taxes and local improvement taxes in equal monthly installments from January to December in any year.
- 1.2 Taxes may be paid over a twelve (12) month period beginning in January each year, provided the following requirements are met:
  - 1.2.1 The tax account is paid in full and is in good standing with the Town;
  - 1.2.2 The applicant must have chequing privileges at a financial institution;
  - 1.2.3 Taxes are not being paid through a mortgage company;
  - 1.2.4 An application, along with a void cheque or pre-authorized debit form, is submitted to the Town and approved no later than January 8th of the tax year.

#### 2 GENERAL PROVISIONS

2.1 CALCULATION OF TIPP

- 2.1.1 Each of the first five installments (January to May) shall be equal to 1/12 of the previous years' tax levy.
- 2.1.12.1.1 The calculations in January and May are automatic and will be adjusted if additional payments have been made to the account separate from TIPP or if a payment was not honored.
- 2.1.2 The next <u>seventwelve</u> (712) payments (June to <u>the following MayDecember</u>) shall be equal to the remaining balance on the tax account divided by seven (7 months remaining in the year to bring <u>the</u> account balance to zero (\$0)).
- 2.1.2 To avoid over or under-collecting, the final installment may be adjusted slightly to account for rounding differences, ensuring the full balance is cleared by the end of the year. The final payment may be marginally higher or lower to bring the account balance to zero (\$0)
- 2.1.3 Each May thereafter TIPP will be calculated based on the new tax levy.
- 2.2 PAYMENT METHOD & DATE
  - 2.2.1 Pre-authorized payment with VOID cheque or pre-authorized debit form
  - 2.2.2 Post-dated cheques will not be accepted for the TIPP program.
  - 2.2.3 Payments are to be made beginning January 15<sup>th</sup> each year, and on the 15<sup>th</sup> of each month thereafter.

#### <u>2.2.3</u>

#### 2.3 WITHDRAWAL OF TIPP

2.3.1 In order to withdraw from the TIPP program, written notice must be provided to the Town at least 10 business days prior to the next installment date.

2.3.1

#### 2.4 TERMINATION OF TIPP

- 2.4.1 If an installment fails to be honoured, a service charge (according to the Fees and <u>Charges Bylawfor Service Delivery Policy</u>) will be added to the tax account. Failure to remit the dishonored payment and the service charge prior to the next installment date will result in termination of TIPP from the TIPP program.
- 2.4.2 If TIPP is terminated, the taxpayer may submit a new application for the following taxation year, subject to Eligibility requirements in Section 1.

#### **3 PENALTIES**

3.1 All unpaid taxes pursuant to <u>Sec</u>tions 2.3 and 2.4 will become due and payable immediately and will be subject to penalties as provided in the current <u>Taxation</u> <del>Bylaw.</del>Property Tax Penalty Bylaw.

#### 4 INTERPRETATION

- 4.1 References to provisions of statutes, rules or regulations shall be deemed to include references to such provisions as amended, modified or re-enacted from time to time.
- 4.2 Nothing in this Bylaw relieves any person from compliance with any other bylaw or applicable federal or provincial law, regulation or enactment.

#### 5 SEVERABILITY

5.1 If any portion of this bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed, and the remainder of the bylaw is deemed valid.

#### 6 EFFECTIVE DATE

6.1 This Bylaw becomes effective upon third and final reading.

#### 7 REPEAL OF POLICIES

7.1 Upon third and final reading of Bylaw <u>2022-142024-14</u>, Bylaw <u>2020-032022-14</u> is hereby repealed.

#### READ A FIRST TIME THIS 19th day of November 2024.

READ A SECOND TIME THIS

READ A THIRD TIME THIS

SIGNED AND PASSED THIS

Mayor Brian Holden

### TOWN OF BON ACCORD TAX INSTALLMENT PAYMENT PLAN (TIPP) BYLAW BYLAW 2024-142022-14

Chief Administrative Officer Jodi Brown
READ A FIRST TIME THIS 3<sup>rd</sup> DAY OF May 2022.
ORIGINAL SIGNED ORIGINAL SIGNED
Mayor Brian Holden Chief Administrative Officer Jodi Brown
READ A SECOND TIME THIS 3rd DAY OF May 2022.
ORIGINAL SIGNED ORIGINAL SIGNED
Mayor Brian Holden Chief Administrative Officer Jodi Brown
READ A THIRD TIME THIS 3rd DAY OF May 2022.
ORIGINAL SIGNED ORIGINAL SIGNED
Mayor Brian Holden Chief Administrative Officer Jodi Brown

# TOWN OF BON ACCORD

## **REQUEST FOR DECISION**

Meeting: Meeting Date: Presented by:	Regular Meeting of Council December 3, 2024 Falon Fayant, Corporate Services Manager	
Title:	Tax Penalty Bylaw 2024-15 – First Reading	
Agenda Item No.	9.5	

### **BACKGROUND/PROPOSAL**

Administration presented a draft of the Property Tax Penalty Bylaw 2024-15 at the November 27<sup>th</sup> Committee of the Whole meeting.

The current property tax penalty bylaw, Bylaw 1999-04, is outdated. Administration has rewritten the Property Tax Penalty Bylaw and recommends that the new bylaw will repeal the outdated bylaw.

# DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

The new proposed Property Tax Penalty Bylaw is clearer. It provides more specific details on payment terms and responsibilities, including how payments can be made and when they are considered 'received.'

Payments can be made and are considered received in the following manner:

- ✓ In person via cash, cheque, debit. Payment is considered received on the date of in person payment.
- $\checkmark$  Through the mail. Payment will be considered received as of the postmark date.
- ✓ Through the Bon Accord drop-box. Payment will be considered received as of the previous business day. Example: payment is due June 30<sup>th</sup>, but June 30<sup>th</sup> is on a Sunday. Staff collect items in the drop-box on the next business day, and the payment would be considered to have been received prior to the June 30<sup>th</sup> due date and therefore not subject to penalty.
- Online or telephone banking. Payment is considered received on the date printed by the bank as the payment date.
- ✓ Through a mortgage lender. Payment is considered received on the date printed by the bank as the payment date.
- ✓ Through OptionPay on the town website. Payment is considered received on the date printed as payment date on the statement of details received.
- ✓ Through our monthly TIPP program.

Penalty amounts have not been changed and remain as follows:

- Current taxes unpaid after June 30<sup>th</sup> are subject to a penalty of 9%.
- Current taxes unpaid after September 30<sup>th</sup> are subject to a penalty of 6%.
- All outstanding taxes unpaid after December 31<sup>st</sup> are subject to a penalty of 15%

For comparison, the property tax penalty rates in our surrounding area are as follows:

- Redwater
  - A penalty of 10% on current outstanding taxes 30 days after the mailing date.
  - A penalty of 12% on all outstanding taxes unpaid after December 31<sup>st</sup>.
- Legal
  - A penalty of 10% is applied to any unpaid current taxes after August 31<sup>st</sup>.
  - A penalty of 15% is applied to any unpaid tax accounts after December 31<sup>st</sup>.
- > Bruderheim
  - Penalties on current taxes are imposed as follows:
    - Unpaid after July 1<sup>st</sup>, 9%
    - Unpaid after August 1<sup>st</sup>, 6%
    - Unpaid after September 1<sup>st</sup>, 3%
  - Penalties on arrears taxes are imposed as follows:
    - Unpaid after January 1<sup>st</sup>, 9%
    - Unpaid after February 1<sup>st</sup>, 6%
    - Unpaid after March 1<sup>st</sup>, 3%
- > Gibbons
  - A penalty of 10% applied to current outstanding after June 30<sup>th</sup>.
  - A penalty of 16% applied to arrears outstanding after December 31<sup>st</sup>.
- > Morinville
  - A penalty of 7.5% applied to current outstanding after June 30<sup>th</sup>.
  - A penalty of 9% applied to all outstanding after December 31<sup>st</sup>.

The revenue collected from tax penalties has been:

2024	\$40,738
2023	\$21,757
2022	\$29,243
2021	\$44,886
2020	\$47,487

Considerations:

A tax penalty bylaw does not have to be advertised; however, Council should consider that if, during discussion, Council wishes to increase or change the rates, this will impact residents, and advertisement should be considered prior to giving the bylaw three readings.

The next tax penalty deadline is December 31<sup>st</sup>, which is close to the current date and would affect residents if the current rate changes. Therefore, if rates are changed, administration recommends that the bylaw have first reading, is advertised/communicated to the public, and then followed by second and third reading.

# STRATEGIC ALIGNMENT

Value Statement: Service Excellence

• Administration and Council strive for the highest standard of service delivery and governance.

Value Statement: Stewardship

• Administration and Council embody the responsible planning and management of our resources.

Value Statement: Transparency

• Open and accountable to our residents and encourage open communication.

# **COSTS/SOURCES OF FUNDING**

Operating budget.

# **RECOMMENDED ACTION (by originator)**

THAT ...Council gives 1<sup>st</sup> reading to Bylaw 2024-15 Tax Penalty Bylaw as presented.

Or

THAT Council directs administration...

### TOWN OF BON ACCORD PROPERTY TAX PENALTY BYLAW BYLAW 2024-15

### A BYLAW OF THE TOWN OF BON ACCORD, IN THE PROVINCE OF ALBERTA, TO IMPOSE PENALTIES ON UNPAID TAXES AND TO PROVIDE A PLACE AND METHOD OF PAYMENT.

- **WHEREAS**, under the provisions of Section 344 and 345 of the Municipal Government Act, and amendments thereto, a Council under Bylaw may impose a penalty on unpaid taxes on a certain date.
- **WHEREAS**, it is deemed equitable and necessary to outline specific methods of payment accepted by the Town of Bon Accord to facilitate timely and effective tax payments,
- **WHEREAS**, it is the intention of Council to establish clear reliable procedures for the application of payments, in order to promote financial transparency and maintain equitable treatment among property owners,
- **NOW THEREFORE,** under the authority of the Municipal Government Act, the Council of the Town of Bon Accord, in the Province of Alberta, enacts as follows:

#### 1. **DEFINITIONS**

- 1.1. Current Taxes are property taxes levied in the same year they are imposed.
- 1.2. Arrears are property taxes that remain unpaid after December 31<sup>st</sup> of the year in which they were imposed.
- 1.3. Owner is the person(s) named on the Land Title of a property.
- 1.4. Payee is the person(s) making payment to an account.
- 1.5. Due Date is the final day by which payment must be received in order to avoid penalties.

#### 2. PAYMENT TERMS AND RESPONSIBILITIES

- 2.1. All taxes levied by the Town of Bon Accord are due and payable to Town of Bon Accord.
- 2.2. Accepted methods of payment for property taxes and any amounts added to the property tax roll account include
  - 2.2.1. In person, via cash or cheque or debit or bank draft or certified cheque,
  - 2.2.2. Through mail or the Bon Accord dropbox, via cheque or bank draft or certified cheque,
  - 2.2.3. Online or telephone banking,
  - 2.2.4. Through a mortgage lender,
  - 2.2.5. Via the Tax Installment Payment Plan offered by the town.
  - 2.2.6. Through OptionPay on the Town website.
- 2.3. It is the responsibility of the Owner to make effective payment to the appropriate tax roll account on or by the due date. If the due date falls on a weekend or holiday, in-
#### TOWN OF BON ACCORD PROPERTY TAX PENALTY BYLAW BYLAW 2024-15

person payments will not be accepted on that day. The Owner must plan accordingly to ensure payment is made using an available method prior to or on the due date.

- 2.4. Payments made using any of the methods listed in Section 2.2 will be considered received on the date of submission, with the postmark date being the submission date for mailed payments, regardless of when they are processed by Town of Bon Accord staff.
- 2.5. The Town will apply payments according to the account information provided by the Payee. No assumptions will be made based on the amount being paid or current outstanding balances.
- 2.6. Where the payment method states a date of submission, such as cheque or bank draft, they must be made cashable on or before the due date to avoid penalty.

#### 3. UNPAID PROPERTY TAXES

- 3.1. The balance of a tax roll account, as of the due date, is the amount upon which penalties will be assessed.
  - 3.1.1. Payments applied to one account, which affect its balance, cannot be considered towards the balance of another account.
  - 3.1.2. Payments can be transferred between accounts by request of the Owner or Payee, where the transfer date becomes the effective payment date to the receiving account.
    - 3.1.2.1. Fees for transfers are described in the Fees and Charges Bylaw, as appealed and amended.
- 3.2. If Current Taxes remain unpaid after the 30<sup>th</sup> of June in the same year in which the taxes are levied, there shall be added thereto, by way of a penalty, an amount of nine (9%) percent.
- 3.3. If Current Taxes remain unpaid after the 30<sup>th</sup> of September in the same year in which the taxes are levied, there shall be added thereto, by way of a penalty, an amount of six (6%) percent.
- 3.4. After the 31<sup>st</sup> of December, all unpaid amounts on the tax roll account form part of the unpaid taxes, which there shall be added thereto, by way of penalty, an amount of fifteen (15%) percent.

#### 4. SEVERABILITY

4.1. It is the intention of Council that each separate provision of this Bylaw shall be deemed independent of all other provisions, and it is further the intention of Council that if any provision of this Bylaw be declared invalid, that provision shall be deemed to be severed and all other provisions of the Bylaw shall remain in force and effect.

#### 5. GENERAL

- 5.1. Nothing in this Bylaw will operate to relieve any Person from complying with any Federal, Provincial, or other Town of Bon Accord law, order, regulation, or Bylaw.
- 5.2. Bylaw 1999-04 is hereby repealed when this bylaw comes into effect.
- 5.3. This Bylaw becomes effective upon third and final reading.

#### TOWN OF BON ACCORD PROPERTY TAX PENALTY BYLAW BYLAW 2024-15

READ A FIRST TIME THIS 3<sup>rd</sup> of December 2024.

READ A SECOND TIME THIS

READ A THIRD TIME THIS

SIGNED AND PASSED THIS

Mayor Brian Holden

Chief Administrative Officer Jodi Brown

#### TOWN OF BON ACCORD

#### **REQUEST FOR DECISION**

Meeting: Meeting Date: Presented by:	Regular Meeting of Council December 3, 2024 Falon Fayant, Corporate Services Manager
Title:	Purchasing Policy
Agenda Item No.	9.6

#### **BACKGROUND/PROPOSAL**

Administration presented a draft of the updated Purchasing Policy at the November 27<sup>th</sup> Committee of the Whole meeting.

The current Purchasing Policy #22-518 was last reviewed by Council on December 6, 2022. Administration has reviewed the policy and added statements to Section 8, allowing for the payment of accounts payable invoices through electronic funds transfers (EFTs).

#### DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

Section 8, Authorization of Invoices and Payments, now includes the ability to pay invoices through electronic funds transfer (EFT). Procedures have been built into the policy to ensure internal controls are maintained, such as:

- ✓ Invoices must still be approved by the appropriate manager or delegate.
- ✓ The Town Manager and Mayor will review and initial EFT transfer files with the cheques.
- Vendor banking information must be confirmed with authorized vendor personnel over the phone. No vendor banking information will be created or changed based on emails, faxes, voicemails, or methods other than speaking directly to the vendor.

The policy also includes an added note for the allowance of regular bills such as utilities (cell phones, office phones, power/gas), etc., to be paid through online banking or automatic withdrawal.

Having the ability to make payments through EFT will also help alleviate the recent challenges created by the current Canada Post strike. No mail is currently being delivered, so we cannot send our cheques through regular post. Another method of delivery, such as courier or Purolator, would be more expensive. Hand delivery is inefficient for staff and not always an option, and while a small selection of local vendors may be able to pick up their payment at the Town Office, most vendors cannot.

#### STRATEGIC ALIGNMENT

#### Value Statement: Service Excellence

• Administration and Council strive for the highest standard of service delivery and governance.

Value Statement: Stewardship

• Administration and Council embody the responsible planning and management of our resources.

#### Value Statement: Transparency

• Open and accountable to our residents and encourage open communication.

#### **COSTS/SOURCES OF FUNDING**

Operating budget.

#### **RECOMMENDED ACTION (by originator)**

THAT ... Council approves the updated Purchasing Policy #22-518 as presented.

Or

THAT Council directs administration...



#### **PURCHASING POLICY**

SECTION: Administration DEPARTMENT: Administration / Finance COUNCIL APPROVAL DATE: LAST REVIEWED BY COUNCIL: December 6, 2022, September 6, 2022

#### **POLICY STATEMENT**

The Town of Bon Accord is committed to purchasing goods and services fairly and equitably to ensure that the Town maintains and improves all infrastructure in a fiscally responsible manner. The Purchasing Policy provides a framework for the Town's purchasing activities to create intentional positive environmental, social, and economic impacts while maintaining an open, fair, and transparent procurement process.

#### PURPOSE

This policy aims to align the Town's procurement practices with its mission, vision, and values. It will establish a governance framework for the Town's purchasing activities to provide guidance, direction, and accountability for employees involved in procuring goods and services and ensure that all purchases made by the Town are recorded and accounted for in a consistent and transparent manner.

#### DEFINITIONS

- a) "AIT" means the Agreement on Internal Trade, an intergovernmental agreement between the federal government and the provinces and territories to reduce and eliminate barriers to free movement of people, goods, services, and investments within Canada. Effective July 1, 2017, this agreement was replaced with the Canadian Free Trade Agreement.
- b) "Best value" means the most advantageous balance of price, availability, quality,





and serviceability identified through competitive procurement methods per stated selection criteria.

- c) "Bid" means a vendor or purchaser's offer to buy or sell goods or services.
- d) "CFTA" means the Canadian Free Trade Agreement, an agreement where the objective is to reduce and eliminate, to the extent possible, barriers to free movement of persons, goods, services, and investments within Canada and to establish an open, efficient, and stable domestic market.
- e) "Council" means the Mayor, Deputy Mayor, or members of Bon Accord Council.
- f) "Department Manager" means the Town employee responsible for a department based on the Town's organizational chart.
- g) "Emergency Purchases" means situations where lack of immediate action jeopardizes operations, disrupts public services, or involves the safety of employees and/or the public.
- h) "Employee" means an individual employed by the Town.
- i) "Goods" and "Services" includes all supplies, materials, and equipment of every kind required to carry out the operations of the Town. Services include contractors, consultants, and other non-material requirements.
- invitation to Tender" means a request for Bids for prices on specific goods and/or services from a Supplier submitted in writing.
- k) "Local vendor" means a vendor that maintains a permanent business within the limits of the Town of Bon Accord.
- I) "NWPTA" means the New West Partnership Trade Agreement, a trade agreement between Alberta, British Columbia, and Saskatchewan.
- m) "Procurement" means the acquisition by any means of goods or services for the provision of municipal services.
- n) "Request for Proposal" means a request for Bids as to how the Supplier would address the need identified in the Request for Proposal document.
- o) "Request for Quotation" means a request for Bids for prices on specific Goods and/or Services from a supplier submitted verbally or in writing.
- p) "Town" means the Town of Bon Accord.



#### SCOPE

The Purchasing Policy applies to purchasing Goods and Services by any municipal employee or Council member on behalf of the Town. All employees delegated with purchasing authority shall follow the guidelines set out in this policy. Town Council delegates procurement authority to the Town Manager through the budget process and Council resolutions and bylaws. The Town Manager shall delegate purchasing authority to Managers, who may further delegate that authority to appropriate personnel. The Town Manager shall be responsible for implementing and monitoring compliance with the procedures and practices of this policy. Managers shall be responsible for ensuring compliance with this policy and the procurement procedures and practices set forth by the Town Manager.

#### RESPONSIBILITIES

- 1. All employees are responsible for:
  - Procurement that is compliant with all applicable trade agreements, including but not limited to:
    - i. <u>Canadian Free Trade Agreement (CFTA)</u> (previously AIT prior to July 1, 2017)
    - ii. New West Partnership Trade Agreement (NWPTA)
    - iii. <u>Canadian-European Union Comprehensive Economic and Trade</u> Agreement (CTA)
  - b. Maintaining high legal, ethical, managerial, and professional standards in the management of resources.
  - c. Obtaining the Best Value for money by achieving fulfillment of specified needs.
  - d. Using fair and transparent processes in procurement with regards to quotations and proposals.



- e. Using appropriate purchasing techniques, including negotiation of contract terms and conditions, cost reductions, and cooperative buying processes.
- f. Ensuring purchases are within budget, and appropriate expense authorizations and processes are followed before and following purchases, except Emergency Purchases.
- 2. Managers are responsible for:
  - a. Ensuring all purchases are performed in accordance with this policy.
  - b. Delegating expense authorization appropriately.
  - c. Coordinating administration and the continuous review of the department's use of Goods and/or Services to ensure the Town receives the best quality, quantity, service, price, etc.
- 3. The Corporate Services Manager is responsible for:
  - a. Ensuring that no payments are made without the appropriate authorization.
  - b. Provide training and documentation on how to utilize the Purchasing Policy.

#### **GENERAL REQUIREMENTS**

- 1. Purchasing Policy
  - a. The Town encourages the consideration of overall Best Value in procuring goods and services. All procurement by the Town shall be fair and impartially conducted, free of real or perceived conflicts of interest, ensuring reasonable competition for procurement opportunities.
     Procurement of Goods and Services shall be conducted openly and transparently, treating all vendors fairly.
  - b. All relevant financial and non-financial factors in procurement shall be considered, including but not limited to:
  - c. Price, including delivery and implementation or set-up costs.



## Policy 22-518

- d. Operating costs, including maintenance and life-cycle costs.
- e. Salvage value and disposal costs.
- f. Availability and timeliness of delivery.
- g. Quality, serviceability, and warranties.
- h. Vendor experience, expertise, capacity, and capability to meet predefined requirements. References regarding past performance from other vendor customers and the Town's previous experience with the vendor.
- i. Value-add benefits to the Town.
- j. Contributions to the local economy through supporting businesses and the creation of job opportunities.
- k. Environmental and ethical impacts of producing the goods and services and the goods and services themselves.

The Town may give preference to local vendors when the procurement of goods and services are valued at less than the relevant thresholds prescribed in the New West Partnership Trade Agreement (NWPTA). Notwithstanding this, procurement decisions shall be based on the option representing the Best Value to the Town.



#### 2. Purchasing Process & Authorization Thresholds

Threshold Levels	Process	Authorization
\$0-\$5,000	Use of normal invoice procedures, Town credit card, or cheque request.	Managers or appropriate designate.
\$5,001-\$10,000	<ul> <li>Verbal or written quotation from one or more vendors.</li> <li>Use of normal invoice procedures, Town credit card, or cheque request.</li> <li>A verbal or written Request for Quotation may be used.</li> </ul>	Managers
\$10,001-\$74,999	<ul> <li>Request for Quotation from three or more vendors.</li> <li>A written Request for Proposal or Invitation to Tender may be used.</li> <li>Use of normal invoice procedures, Town credit card, or cheque request.</li> </ul>	Managers
\$75,000 +	<ul> <li>An advertised Request for Proposal or Invitation to Tender must be used.</li> <li>Goods and Services over \$75,000 and Construction contracts over \$200,000 must be procured openly through the <u>Alberta Purchasing Connection system</u>.</li> <li>A contract or Agreement may be required.</li> </ul>	Town Manager (CAO)

#### 3. Emergency Purchasing

- a. An emergency is defined as a situation in which the municipality must expend money to protect people or property and where there is inadequate time for Council to give prior authorization for the expenditure.
- b. Emergency purchases must be authorized by the Town Manager or their designate, based on judgement of the situation.
- c. The emergency and subsequent expenditure must be reported to Council at the next Council meeting.



#### 4. Sole Source Procurements

With prior written authorization from the Town Manager, the Town may acquire Goods, Services, or construction through sole source procurements when there is only one available supplier of a required good, service, or construction that meets the Town's needs or in the event of an emergency.

Notwithstanding the foregoing, in no case shall sole source procurements be used to avoid competition or to discriminate between suppliers. Every reasonable effort shall be made to negotiate to receive the Best Value.

#### 5. Barter Transactions

Barter transactions are generally discouraged but may be appropriate in special circumstances. They must be approved by the Town Manager.

Barter transactions are accounted for at the amounts that would have been paid had they occurred as routine transactions in the ordinary course of business. Authorizations shall follow the same process as for a standard purchase at the normal value of the exchange.

#### 6. Non-Budgeted Purchases

In a non-emergency situation, Town Council shall review and authorize any purchase not approved in the budget that has the potential to affect the direction or overall budgeted financial results of the Town in the amount of \$10,000 or greater.



#### 7. Vendor Insurance Requirements

Requirements related to vendor liability insurance and Workers Compensation Board (WCB) insurance shall be requested and provided in accordance with the requirements provided by the Town's insurance company.

#### 8. Authorization of Invoices and Payments

Invoices must be authorized for payment by an employee authorized in Section 2 of this policy. Payments will be made when the Town is satisfied that the Goods/Services provided meet the required specifications. Payment runs will be produced semi-monthly based on a schedule determined by the Corporate Services Manager or designate.

- a) \$200 in petty cash is kept as a float in the office vault and can be used for small cash purchases. Purchases must be authorized by the Corporate Services Manager or designate. Receipts must be kept in the float.
- b) Invoices may be paid by cheque or Electronic Funds Transfer (EFT). The employee authorizing the invoice must indicate if it is to be paid by EFT; otherwise, a cheque will be printed.
- c) The town manager or designate and the mayor or designate will sign cheques and review the initial EFT files.
- d) To set up the EFT information for the vendor, account information must be confirmed over the phone with authorized vendor personnel.
  - Any notification of EFT information changes must be verbally confirmed with authorized vendor personnel.
  - b. No changes to EFT information can be made solely based on mailed or electronic notification (e.g., email, fax).
- e) Regular bills for MasterCard, cell phones, internet and office phones, power/gas, and workers' compensation insurance must be authorized for payment by an employee authorized in Section 2 and may be paid through the online banking



bill payment function or automatic withdrawal.

#### 9. Prohibitions

The following activities are prohibited unless specifically approved by Council:

- a) The division of purchases by any method, including the use of the Town credit card, to avoid the requirements of this policy.
- b) Purchase by any employee or member of Council of any Goods or Services for personal use.
- c) An employee shall not accept a gift, favour, or services from any individual, organization, or corporation other than the normal exchange of gifts between friends, the exchange of hospitality between persons doing business together, tokens exchanged as part of protocol, or the normal presentation of gifts to persons participating in public functions.
- d) Purchases by the Town from any member of Council or Town employee or their immediate families or other sources except when the purchase is at a competitive price and the supplier is a dealer in those goods and services and for which the purchase is incidental or in the ordinary course of the business of the supplier.

#### 10. Non-Compliance

Any staff member found to be in violation of this policy may be subjected to a disciplinary action. Such action may be depending upon the nature of the breach of this policy; discipline may range from a written warning to dismissal with cause. Any member of Council found to be in violation of this policy may be dealt with utilizing a confidential report to Council.

#### TOWN OF BON ACCORD

#### REQUEST FOR DECISION

Meeting: Meeting Date: Presented by:	Regular Council Meeting December 3, 2024 Jessica Spaidal, Legislative Services & Communications Coordinator
Title:	Flag Protocol Policy
Agenda Item No.	9.7

#### **BACKGROUND/PROPOSAL**

The Flag Protocol Policy (attached) was approved on June 15, 2021. Administration reviewed this policy to ensure it reflects current processes and addresses circumstances that were not included in the existing policy.

#### DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

Changes to the existing policy include:

- New format consistent with existing policies
- A dedicated half-masting section that includes
  - A provision to avoid overtime/on-call for raising/lowering of flags
  - o A provision to address when a flag must remain at full mast, and
  - A provision that ensures administration follows Government of Alberta halfmastings
- A dedicated section outlining the specific flags that will be flown on Town property, giving the Gibbons Legion discretion for flags at the Veterans' Memorial Park
- A section outlining proper use of the Town of Bon Accord flag
- Provisions surrounding the condition of flags flown and their disposal
- Provisions surrounding the replacement and raising/lowering of flags at the Veterans' Memorial Park
- Additional guidelines to ensure flag best practices

This policy was brough forward at the November 27 Committee of the Whole meeting for Council's review. The clean version of the updated policy is attached.

#### STRATEGIC ALIGNMENT

Value Statement: Professionalism

• Administration and Council manage the affairs of Bon Accord in a competent, reliable manner, to maintain a safe and prosperous community to work and live.

Value Statement: Service Excellence

• Administration and Council embody the responsible planning and management of our resources.

#### COSTS/SOURCES OF FUNDING

N/A

#### **RECOMMENDED ACTION (by originator)**

THAT Council approves the Flag Protocol Policy as presented.

#### TOWN OF BON ACCORD POLICY STATEMENT

**SECTION:** ADMINISTRATION

**POLICY NO.:** 21-221

**SUBJECT:** FLAG PROTOCOL POLICY

**RESPONSIBLE AUTHORITY:** TOWN OF BON ACCORD

REVIEWED & APPROVED BY COUNCIL: June 15, 2021

#### 1. PURPOSE AND INTENT:

The Town of Bon Accord is committed to developing and adhering to established flag protocols for municipal facilities and properties.

#### 2. POLICY STATEMENT:

- **2.1** The flags flown at Town of Bon Accord facilities are to be treated with respect and dignity. Proper flag etiquette is required to ensure that the presentation and cultural significance of the flags are honored.
- **2.2** The flying of flags at half-mast is a strong visual statement that speaks to the sense of loss shared by all citizens, and so must be implemented only in circumstances that have exceptional importance to Town of Bon Accord. The Town will lower flags to half-mast to commemorate solemn occasions in accordance with this Policy.
- **2.3** Flag poles at Town of Bon Accord properties and facilities will be used only in accordance with this Policy.

#### 3. SCOPE:

- **3.1** Flags at Town of Bon Accord properties and facilities will be raised, lowered, flown, maintained, and disposed of in accordance with Canadian Heritage's Guidelines on Flag Etiquette in Canada and Rules for Flying the Flag.
- 3.2 Town of Bon Accord will lower flags to half-mast on all municipal properties and facilities:
  - a) From the time of notification of death until sunset the day of the funeral or memorial service for:
    - i. the Sovereign;
    - ii. a member of the immediate Royal Family;
    - iii. a current or former Governor General of Canada;
    - iv. a current or former Prime Minister of Canada;
    - v. a current or former Lieutenant Governor of Alberta;
    - vi. a current or former Premier of Alberta;

- vii. a current or former Member of Parliament representing Town of Bon Accord;
- viii. a current or former Member of the Legislative Assembly of Alberta representing Town of Bon Accord; or
- ix. a current or former member of Town of Bon Accord Council.
- b) From sunrise to sunset on special days prescribed by the Government of Alberta.
- **3.3** In addition, the Mayor may direct flags to be half-masted at any or all Town of Bon Accord properties and facilities, for such time and under such circumstances as the Mayor directs.
- **3.4** Town of Bon Accord flag poles will be used only to fly the flags of Canada, Alberta, and the Town of Bon Accord.

#### 4. **RESPONSIBILITIES**:

**4.1** The Mayor shall:

Direct that flags at Town of Bon Accord properties and facilities be half-masted in circumstances deemed appropriate by the Mayor and when not otherwise required by this Policy.

4.2 Administration shall:

a) Bring to the Mayor's awareness circumstances under which consideration should be given to half-masting flags at Town of Bon Accord properties and facilities.

b) Half-mast flags in accordance with this Policy and communicate to the public the purpose for half-masting flags on social media platforms.

- c)Advise the designated representative of the Gibbons Legion when the Municipal flags will be lowered and raised, as Military protocols and etiquette differs from the Federal, Provincial and Municipal flag protocols and etiquette.
- 4.3 Shall be carried out in accordance with
  - i) Canadian Heritage Online Guidelines: Flag Etiquette in Canada
  - ii) Canadian Heritage Online Guidelines: Rules for Flying the Flag
  - iii) Government of Alberta Flag Etiquette Guidelines



#### FLAG PROTOCOL

SECTION: Administration DEPARTMENT: Administration / Public Works / Community Services COUNCIL APPROVAL DATE: June 15, 2021 LAST REVIEWED BY COUNCIL: [DATE]

#### **POLICY STATEMENT**

The flags flown on Town Property are to be treated with respect and dignity. Proper flag etiquette is required to ensure that the presentation and cultural significance of the flags are honored. Flying flags at half-mast is a strong visual statement that speaks to the sense of loss shared by all citizens; therefore, the Town will lower flags to half-mast to commemorate solemn occasions in accordance with this policy.

#### PURPOSE

To ensure that all flags flown on Town Property are displayed in an appropriate and consistent manner by outlining protocol for when flags are raised, lowered, flown, and disposed.

#### SCOPE

This policy applies to flags located on Town Property with respect to raising, lowering, flying, and disposing of flags, as well as maintenance of flag poles in accordance with the **Canadian Heritage Guidelines on Flag Etiquette in Canada and Rules for Flying the Flag**.

#### DEFINITIONS

"Council" means the elected officials of the Town of Bon Accord.

"Half-mast" means lowering the flag to half-way down the mast.

"Town" means the Town of Bon Accord.

"Town Property" means the Town of Bon Accord office building and Veterans' Memorial Park.



"Town Manager" means the Chief Administrative Officer of the Town of Bon Accord or designate.

#### I. HALF-MASTING

- 1. The protocol outlined below will be followed to the extent possible which prevents Town staff overtime or on-call callouts for flag raising and lowering.
- 2. Flags must be flown at full-mast on Canada Day and Victoria Day, unless the flag is at half-mast for the death of a British monarch, the Canadian Prime Minister, or the Governor General (Holidays Act R.S.C. c. H-5).
- 3. The Town will lower flags to half-mast at the Town office at the direction of the Government of Alberta.
- 4. The Mayor may direct flags to be half-masted at any or all Town Properties and facilities, for such time and under such circumstances as the Mayor directs.

#### **II. FLAGS FLOWN**

- 1. Town office outdoor flag poles will be used only to fly the flags of Canada, Alberta, Sturgeon County, and the Town of Bon Accord.
- 2. Town indoor flag poles will be used only to display the flags of Canada, Alberta, Métis, Treaty Six Territory, and the Town of Bon Accord.
- 3. Other flags may be flown at the above locations upon approval from Town Council.
- 4. Flags flown at the Veterans' Memorial Park will be at the discretion of the Gibbons Legion.

#### **III. TOWN FLAG**

- 1. The Town flag will not be used for commercial purposes by any group or organization.
- The Town flag may be displayed in Council Chambers, during parades where members of Council are participating, and at functions or events where the Town flag may be required.



#### **IV. RESPONSIBILITIES**

- 1. The Mayor shall:
  - 1.1. Direct that flags at Town Properties be half-masted in circumstances deemed appropriate by the Mayor and when not otherwise required by this Policy.
- 2. Administration shall:
  - 2.1. Ensure that all flags flown on Town Property are kept in good condition, with no holes, tears, or other visible damage.
  - 2.2. Ensure that flags are disposed of in accordance with Canadian Heritage protocol.
  - 2.3. Ensure flagpoles and equipment on Town Property are in good operating condition.
  - 2.4. Bring to the Mayor's attention circumstances under which consideration should be given to half-masting flags on Town Property.
  - 2.5. Half-mast flags in accordance with this policy and communicate to the public the purpose for half-masting flags on social media platforms.
  - 2.6. Arrange for the replacement of flags at the Veterans' Memorial Park in consultation with the Gibbons Legion.
  - 2.7. Raise or lower flags at the Veterans' Memorial Park under the direction of the Gibbons Legion, as Military protocols and etiquette differs from federal, provincial, and municipal flag protocols and etiquette.
  - 3. The Town is not responsible for flags and/or banners of community groups, charitable organizations, or any other outside groups flown on Town Property.
  - 4. This policy shall be carried out in accordance with:
    - 4.1. Canadian Heritage Online Guidelines: Flag Etiquette in Canada
    - 4.2. Canadian Heritage Online Guidelines: Rules for Flying the Flag
    - 4.3. Government of Alberta Flag Etiquette Guidelines
    - 4.4. Government of Alberta Flags and Flag Use: Half-Masting Guidelines
    - 4.5. Veterans' Memorial Park Committee Bylaw

From:Moyo, NicoleTo:Jessica SpaidalSubject:Registration is Open: Early Bird Tickets Available!Date:November 28, 2024 4:03:43 PMAttachments:image001.png

# EMERGING TRENDS





CALGARY February EDMONTON February 13th, 2025

Hello,

Registration for Emerging Trends 2025 is now live!

Don't miss out on learning about current legal matters that are relevant to municipalities across Alberta. During these sessions, we will cover timely and critical topics, curated exclusively for our elected and administrative municipal clients.

#### 2025 Emerging Trends in Municipal Law - Topic List

- 1. FOIP Act Update: Proposed legislative changes to access to information and privacy obligations for public bodies.
- 2. 90 New Schools by 2031: Joint use and planning agreement prep and review.
- 3. Municipal Procurement/Tendering Obligations.
- 4. Managing Municipal Lands: A strategic approach.
- 5. The importance of hire letters and termination clauses in your hiring practices

In addition, the seminar will feature our renowned annual sessions:

#### Featured Seminars

1. Case Law and Legislative Updates.

2. Bear Pit Session

The topics presented will be identical at the Calgary and Edmonton/Virtual sessions.

Event Details		
CALGARY	EDMONTON	
Sheraton Cavalier Calgary	Edmonton Expo Centre	
2620 32 Ave, Calgary	7515 - 118 Ave. NW, Edmonton	
-	-	
Thursday, February 6, 2025	Thursday, February 13, 2025	
7:45 am – 4:30 pm	7:45 am – 4:30 pm	
-	-	
In-person only	In-person   Virtual	
REGISTER	REGISTER	
Feb. 6 <sup>th</sup> 2025	Feb. 13 <sup>th</sup> 2025	

#### <u>Tickets</u>

For the first time in the history of Emerging Trends, Brownlee LLP is thrilled to announce early bird pricing! Available now through to December 20<sup>th</sup>, 2024.

Early Bird Pricing | In-Person: \$189 + applicable taxes & fees (\$209 reg.)Early Bird Pricing | Virtual: \$139 + applicable taxes & fees (\$149 reg.)

### **Hotel Booking Information**

Should you require accommodation feel free to access our discounted hotel rates:

#### Calgary

#### Hotel: Sheraton Cavalier Calgary

Address: 2620 32 Ave, Calgary

Hotel: Sandman Signature Edmonton Downtown

Edmonton

Address: 10235 – 101 St. NW, Edmonton

To book your room, call Marriot

From:	Jessica Spaidal
To:	Jessica Spaidal
Subject:	FW: Letter of Support - 22 St. Thomas Street Affordable Housing Community
Date:	November 28, 2024 11:28:50 AM
Attachments:	image001.png
	22 St. Thomas Street - Project Summary.pdf
	22 St. Thomas Street Affordable Housing - Letter of Support (November 20, 2024).docx

From: Raymond Cormie <<u>rcormie@homelandhousing.ca</u>> Sent: November 27, 2024 5:40 PM To: cao <<u>cao@bonaccord.ca</u>>

Subject: Letter of Support - 22 St. Thomas Street Affordable Housing Community

Hi Jodi,

Thank you for taking my call to discuss the Letter of Support for our 22 St. Thomas Street Affordable Housing Community. The project consists of 118 units, with three different levels of rent subsidy; 30 percent of income, 60 percent market rent and 80 percent market rent. The mixed use site will have commercial space on the main floor and five floors of studio, one-bedroom, two-bedroom, and three-bedroom suites. We have received funding from the City of St. Albert, as a land donation and \$2.8 million towards capital, CMHC funding for \$23,000,000, plus a capital grant of \$5,900,000 from CMHC/Government of Canada. Homeland Housing is applying to the Alberta Affordable Housing Program Grant for the remainder of the funding of approximately \$14.5 million.

The Board for Homeland Housing, which consists of elected Councilors from our member municipalities are requesting a Letter of Support from their respective Councils to move this project forward and to express to government, the urgent need of affordable housing across all Alberta communities.

For your convenience, I have attached a draft Letter of Support template for your consideration and a Project Summary. Should you have any questions, please let me know.

Cheers, Raymond



#### Raymond Cormie, MBA, MA

Chief Executive Officer

Corporate Office 10021 101 Street Morinville, AB, T8R 1R9 Tel: 780.939.5116 Dir: 780.572.6220 Fax: 780.939.2513 www.homelandhousing.ca

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22 St. Thomas Street Community Affordable Housing





# About 22 St. Thomas Street

- **Mixed income** residential and commercial apartment community in downtown St. Albert
- **Affordable** rental homes for seniors, individuals, and families
- **118** studio, one-bedroom, two-bedroom and three-bedroom suites



# The Need

**6.2 percent of households** in St. Albert are in Core Housing Need

More than half of these households are paying more than **50 percent** of their income on housing costs.

St. Albert has less than **1.8 percent** of housing stock available at below market rates, compared to the provincial average of **3.1 percent**.

The acute shortage of below market housing is impacting the **quality of life** for low-to-moderate income households that call St. Albert home.

# Rental Housing Affordability in St. Albert

# **Annual Income Needed**

1 Bedroom \$1,271 Rent

\$50,840 \$24.44 per hour

2 Bedroom \$1,490 Rent

3 Bedroom \$1,565 Rent \$59,600 \$28.65 per hour

\$62,600 \$30.10 per hour

# 22 St. Thomas Street Rental Affordability

**1 Bedroom** \$1,271 Rent

\$50,840

1

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1

\$750 to \$895 \$30,000 to \$36,000

2 Bedroom \$1,490 Rent \$59,600

\$900 to \$1,190 \$38,000 to \$49,980

**3 Bedroom** \$1,565 Rent

\$62,600

\$1,050 to \$1,290 \$44,100 to \$54,180

# Funding Partnership



### Alberta Affordable Housing Partnership Program (AHPP)

 Grant funding up to **30 percent** for development and construction. No future operational or capital funding, valued at \$14,900,000.

### **Canada Mortgage and Housing Corporation (CMHC)**

 Low interest mortgage for ten years with a forgivable loan portion based on CMHC point scoring. Forgivable loan for Homeland Housing is \$5,900,000. Funding up to 30 percent for development and construction.

### **Homeland Housing**

 CMHC mortgage – National Co-Investment Fund of \$23,000

### **City of St. Albert**

• Land and capital contribution of valued at \$5,100,000

# 22 St. Thomas Street – View from St. Thomas and St. Anne Street



File:

November 20, 2024

Mr. Raymond Cormie Chief Executive Officer Homeland Housing 10021 – 101 Street Morinville, AB T8R 1R9

SENT VIA EMAIL rcormie@homelandhousing.ca

Dear Mr. Cormie:

#### Re: 22 St. Thomas Proposed Affordable Housing Development

On behalf of \_\_\_\_\_\_ Council, I would like to express our support for Homeland Housing's proposed mixed-income residential and commercial development in downtown St. Albert. The 22 St. Thomas Street project is a priority for member municipalities within the Homeland Housing service area and is one of the top two advocacy priorities for St. Albert City Council in 2024/2025.

Communities across Alberta are experiencing impacts from high growth, leading to rising rents and low vacancy rates. The ripple effects of these pressures are shifting imbalances to smaller communities, increasing demands on local housing systems and resulting in a greater reliance on community support services. We recognize that appropriate housing is needed in all communities, with responsibility and funding distributed equitably between urban centres, mid-sized cities, and rural communities. The St. Albert project is an example of our tangible commitment to fulfill our role in addressing this crisis and partnering with other orders of government to deliver on shared outcomes at a regional level.

St. Albert has 1.8 per cent of its housing stock operated as affordable housing, compared to the Provincial average of 3.1 per cent. The impacts of low supply are being seen both in local food bank usage (30% increase, 80% of families paying more than 50% of their income on housing costs), and demand for the Provincial Rental Assistance Benefit program through Homeland Housing. Of the 342 households on the waiting list, 90 per cent are from St. Albert. This project will expand low to moderate income housing supply for households of all ages, similar to the affordable housing operated in Westlock and

Homeland Housing Page 2 November 20, 2024

Morinville. Homeland's services in St. Albert are currently restricted to seniors over the age of 65 with years-long waiting lists.

The proposed 118-unit development is ideally located in St. Albert's downtown, close to transit, employment, services, and amenities. The intended development also conforms to the Edmonton Metropolitan Region Board Growth Plan intensification targets to accommodate employment and population growth in downtown urban centres through higher density development forms.

The Canada Mortgage and Housing Corporation has approved the 22 St. Thomas Street project for funding – conditional upon receiving funding contributions from the Province of Alberta. St. Albert's \$5.5 million contribution of land and funding fulfills the Province's goal to leverage capital from other levels of government. The final hurdle is a one-time provincial contribution of \$14.5 million (30%) to move this project to the construction phase, as it is shovel-ready on land already zoned for the intended use.

As a member municipality within the Homeland Housing service area, we strongly support the opportunity to develop affordable housing in St. Albert. We are committed to working in partnership with the Province to help make this project a reality.

Yours Sincerely,

Name Municipality / County

cc: Hon. Ric McIver, Minister of Municipal Affairs
 Hon. Dale Nally, MLA, St. Albert-Morinville
 Mr. Shane Getson, MLA, Lac Ste. Anne-Parkland
 Cynthia Farmer, Deputy Minister of Seniors, Community and Social Services
 Justin Marshall, Chief of Staff, Seniors, Community and Social Services
 Mayor Cathy Heron, City of St. Albert