

Town of Bon Accord
AGENDA
Regular Council Meeting
February 1, 2022 7:00 p.m.
Virtual Meeting
Live streamed on Bon Accord YouTube Channel

- 1. CALL TO ORDER**
- 2. ADOPTION OF AGENDA**
- 3. ADOPTION OF MINUTES**
 - 3.1. Regular Meeting of Council; January 18, 2022 (enclosure)
- 4. DELEGATION**
 - 4.1. 7:10 p.m. – Mikhail Ivanchikov – Dandelion Renewables
- 5. ACTION ITEM LIST**
 - 5.1. Action Item List to January 18, 2022 (enclosure)
- 6. UNFINISHED BUSINESS**
 - 6.1. Community Services Acknowledgement (enclosure)
- 7. NEW BUSINESS**
 - 7.1. Appointment of CRASC ARB Members (enclosure)
 - 7.2. Briefing Committee Meeting (enclosure)
- 8. BYLAWS/POLICIES/AGREEMENTS**

BYLAWS

 - 8.1. 2022-01 Amendment of Water Bylaw 2020-25 (2nd and 3rd Readings) (enclosure)
 - 8.2. 2022-04 Municipal Borrowing Bylaw (2nd and 3rd Readings) (enclosure)
 - 8.3. 2022-06 Repeal of Bylaw 1997-10 (enclosure)

POLICIES

 - 8.4. Public Engagement Sessions (enclosure)

AGREEMENTS
- 9. WORKSHOPS/MEETINGS/CONFERENCES**
- 10. CORRESPONDENCE**
 - 10.1. WiMacTel Canada Inc. – Payphone Removal (enclosure)
- 11. NOTICE OF MOTION**
- 12. PRESENTATION OF NOTICE OF MOTION**
- 13. CLOSED SESSION**

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- 13.1. Business District Properties Report – *FOIP Act 17(1) Disclosure harmful to personal privacy*
- 13.2. Resident Request – *FOIP Act 24(1)(a)&(c) – Advice from officials and 17(1) Disclosure harmful to personal privacy*
- 13.3. Regional Collaboration Discussion – *FOIP Act 21(1)(b) – Disclosure harmful to intergovernmental relations*
- 13.4. Governance Workshop – *FOIP Act 24(1)(a) – Advice from officials*

14. ADJOURNMENT

**Town of Bon Accord
Regular Meeting of Council Minutes
January 18, 2022 8:30 a.m.
Live streamed on Bon Accord YouTube Channel**

**COUNCIL
PRESENT**

Mayor Brian Holden
Deputy Mayor Lacey Laing
Councillor Lynn Bidney
Councillor Tanya May
Councillor Cory Roemer

ADMINISTRATION

Jodi Brown – Chief Administrative Officer
Falon Fayant – Corporate Finance Manager
Mark Prutchick – Operations Manager
Dianne Allen – Planning and Economic Development Manager
Lila Quinn – Recreation and Community Services Manager
Jessica Caines – Executive Assistant

CALL TO ORDER

Mayor Holden called the meeting to order at 8:32 a.m.

ADOPTION OF AGENDA

COUNCILLOR MAY MOVED THAT Council adopt the January 18, 2022 agenda, as presented.

CARRIED UNANIMOUSLY RESOLUTION 22-005

ADOPTION OF MINUTES

Regular Meeting of Council Minutes – December 21, 2021

COUNCILLOR BIDNEY MOVED THAT Council adopt the minutes of the December 21, 2021 Regular Meeting of Council, as presented.

CARRIED UNANIMOUSLY RESOLUTION 22-006

Special Meeting of Council Minutes – January 12, 2022

COUNCILLOR MAY MOVED THAT Council adopt the minutes of the January 12, 2022 Special Meeting of Council, as presented.

CARRIED UNANIMOUSLY RESOLUTION 22-007

DEPARTMENT REPORTS

COUNCILLOR MAY MOVED THAT Council accepts the department reports as presented.

CARRIED UNANIMOUSLY RESOLUTION 22-008

ACTION ITEM LIST

**Town of Bon Accord
Regular Meeting of Council Minutes
January 18, 2022 8:30 a.m.
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COUNCILLOR BIDNEY MOVED THAT Council accepts the Action item list to January 12, 2022, as presented.

CARRIED UNANIMOUSLY RESOLUTION 22-009

NEW BUSINESS

Council Photo Session

COUNCILLOR BIDNEY MOVED THAT Council direct administration to arrange a photo session for Councillor Roemer, Deputy Mayor Laing and Councillor May, plus a group shot with Don Klein in the amount of \$475.00.

In favour: Mayor Holden, Councillor Bidney, Councillor May, and Councillor Roemer

Opposed: Deputy Mayor Laing

CARRIED RESOLUTION 22-010

BYLAWS | POLICIES | AGREEMENTS

Water Bylaw #2022-01

COUNCILLOR MAY MOVED THAT Bylaw 2022-01 Amendment of Water Bylaw 2020-25 Schedule A and Schedule B be given first reading, as presented.

CARRIED UNANIMOUSLY RESOLUTION 22-011

Wastewater Bylaw #2022-02

COUNCILLOR MAY MOVED THAT Bylaw 2022-02 Amendment of Wastewater Bylaw 2020-26 Schedule A and Schedule B be given first reading, as presented.

CARRIED UNANIMOUSLY RESOLUTION 22-012

COUNCILLOR BIDNEY MOVED THAT Bylaw 2022-02 Amendment of Wastewater Bylaw 2020-26 Schedule A and Schedule B be given second reading, as presented.

CARRIED UNANIMOUSLY RESOLUTION 22-013

COUNCILLOR MAY MOVED THAT Council gives unanimous consent to hear three readings of Bylaw 2022-02 Amendment of Wastewater Bylaw 2020-26 Schedule A and Schedule B in one meeting.

CARRIED UNANIMOUSLY RESOLUTION 22-014

COUNCILLOR MAY MOVED THAT Bylaw 2022-02 Amendment of Wastewater Bylaw 2020-26 Schedule A and Schedule B be given third and final reading, as presented.

CARRIED UNANIMOUSLY RESOLUTION 22-015

Waste Collection Bylaw #2022-03

COUNCILLOR MAY MOVED THAT Bylaw 2022-03 Amendment of Waste Collection Bylaw 2020-27 Schedule C be given first reading, as presented.

CARRIED UNANIMOUSLY RESOLUTION 22-016

**Town of Bon Accord
Regular Meeting of Council Minutes
January 18, 2022 8:30 a.m.
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COUNCILLOR BIDNEY MOVED THAT Bylaw 2022-03 Amendment of Waste Collection Bylaw 2020-27 Schedule C be given second reading, as presented.

CARRIED UNANIMOUSLY RESOLUTION 22-017

COUNCILLOR MAY MOVED THAT Council gives unanimous consent to hear three readings of Bylaw 2022-03 Amendment of Waste Collection Bylaw 2020-27 Schedule C in one meeting.

CARRIED UNANIMOUSLY RESOLUTION 22-018

COUNCILLOR BIDNEY MOVED THAT Bylaw 2022-03 Amendment of Waste Collection Bylaw 2020-27 Schedule C be given third and final reading, as presented.

CARRIED UNANIMOUSLY RESOLUTION 22-019

Municipal Borrowing Bylaw – Operating #2022-04

COUNCILLOR BIDNEY MOVED THAT Bylaw 2022-04 Municipal Borrowing Bylaw – Operating be given first reading, as presented.

CARRIED UNANIMOUSLY RESOLUTION 22-020

Code of Conduct Bylaw #2022-05

COUNCILLOR MAY MOVED THAT Council give first reading of Bylaw #2022-05 Code of Conduct Bylaw.

CARRIED UNANIMOUSLY RESOLUTION 22-021

COUNCILLOR MAY MOVED THAT Council give second reading of Bylaw #2022-05 Code of Conduct Bylaw.

CARRIED UNANIMOUSLY RESOLUTION 22-022

COUNCILLOR MAY MOVED THAT Council agrees to give unanimous consent to hear three readings of Bylaw #2022-05 Code of Conduct Bylaw.

CARRIED UNANIMOUSLY RESOLUTION 22-023

COUNCILLOR ROEMER MOVED THAT Council give third and final reading of Bylaw #2022-05 Code of Conduct Bylaw.

CARRIED UNANIMOUSLY RESOLUTION 22-024

Mayor Holden called a short recess at 10:16 a.m.

Mayor Holden called the meeting back to order at 10:21 a.m.

Branded Apparel for Council and Employees Policy

COUNCILLOR BIDNEY MOVED THAT Council approve the proposed Branded Apparel for Council and Employees Policy as circulated and presented.

CARRIED UNANIMOUSLY RESOLUTION 22-025

**Town of Bon Accord
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WORKSHOPS/MEETINGS/CONFERENCES

ACCPA 2022 Conference

COUNCILLOR BIDNEY MOVED THAT Council approve Councillor May and possibly Councillor Roemer to attend the ACCPA 2022 Conference and direct administration to register those attending.

CARRIED UNANIMOUSLY RESOLUTION 22-026

Brownlee 2022 Emerging Trends in Municipal Law Seminar

COUNCILLOR BIDNEY MOVED THAT Council direct administration to register virtually Councillor May, Deputy Mayor Laing and Councillor Roemer and register in-person Councillor Bidney and Mayor Holden to attend Brownlee's Emerging Trends in Municipal Law 2022 seminar and direct administration to register those attending.

CARRIED UNANIMOUSLY RESOLUTION 22-027

COUNCIL REPORTS

COUNCILLOR MAY MOVED THAT Council accepts the Council reports as information.

CARRIED UNANIMOUSLY RESOLUTION 22-028

CORRESPONDENCE

Enbridge – Congratulatory Letter

Crowsnest Pass – Letter of Support for City of Cold Lake and Streamlining Foreign Physician Assessments

Crowsnest Pass – Letter of Support for Fast Tracking Immigrant Nurses for Certification in Alberta

COUNCILLOR MAY MOVED THAT Council accept the correspondence as information.

CARRIED UNANIMOUSLY RESOLUTION 22-029

NOTICE OF MOTION

Community Safety

DEPUTY MAYOR LAING MOVED THAT Council direct administration to investigate more options to improve town security.

MAYOR HOLDEN MADE A FRIENDLY AMENDMENT THAT Council direct administration to investigate opportunities to increase collaboration with RCMP and bylaw services.

CARRIED UNANIMOUSLY RESOLUTION 22-030

Question and Answer Period

COUNCILLOR MAY MOVED THAT Council direct administration to schedule a public engagement session once every three months for Council AND to investigate a policy for public engagement sessions with options for in person and virtual.

CARRIED UNANIMOUSLY RESOLUTION 22-031

**Town of Bon Accord
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COUNCILLOR MAY MOVED THAT the meeting extend past 12:00 p.m., if necessary.
In Favour: Mayor Holden, Councillor Bidney, Councillor May, and Councillor Roemer
Opposed: Deputy Mayor Laing
CARRIED RESOLUTION 22-032

Mayor Holden called a short recess at 11:23 a.m.
Mayor Holden called the meeting back to order at 11:31 a.m.

CLOSED SESSION

***Veteran's Park Proposed MOA – FOIP Act s.24(1)(c) Advice from officials
Golden Gems Society MOA Review – FOIP Act s.24(1)(c) Advice from officials***

COUNCILLOR MAY MOVED THAT Council enter into closed session to discuss Veteran's Park Proposed MOA – FOIP Act s.24(1)(c) Advice from officials and Golden Gems Society MOA Review – FOIP Act s.24(1)(c) Advice from Officials at 11:31 a.m.

CARRIED UNANIMOUSLY RESOLUTION 22-033

COUNCILLOR MAY MOVED THAT Council come out of closed session at 11:53 a.m.
CARRIED UNANIMOUSLY RESOLUTION 22-034

Golden Gems Society MOA Review – FOIP Act s.24(1)(c) Advice from officials

COUNCILLOR BIDNEY MOVED THAT Council direct administration to proceed with the MOA for the Golden Gems for three (3) years with no changes.

CARRIED UNANIMOUSLY RESOLUTION 22-035

Veteran's Park Proposed MOA – FOIP Act s.24(1)(c) Advice from officials

COUNCILLOR MAY MOVED THAT Council direct administration to proceed with presenting the proposed MOU as presented for consideration to the Gibbons Legion and the Veteran's Memorial Park Society.

CARRIED UNANIMOUSLY RESOLUTION 22-036

ADJOURNMENT

The January 18, 2022 Regular Meeting of Council adjourned at 11:57 a.m.

Mayor Brian Holden

Jodi Brown, CAO

Resolution	Resolution #	Assigned to	Status
January 12, 2022 Special Meeting of Council			
Strategic Plan Discussion – FOIP Act 24(1)(a) Advice from officials COUNCILLOR BIDNEY MOVED THAT Council accept the Strategic Plan information as presented.	22-004	Administration	Ongoing
January 18, 2022 Regular Meeting of Council			
Water Bylaw #2022-01 COUNCILLOR MAY MOVED THAT Bylaw 2022-01 Amendment of Water Bylaw 2020-25 Schedule A and Schedule B be given first reading, as presented.	22-011	Finance	Feb 1 RMC
Municipal Borrowing Bylaw – Operating #2022-04 COUNCILLOR BIDNEY MOVED THAT Bylaw 2022-04 Municipal Borrowing Bylaw – Operating be given first reading, as presented.	22-020	Finance	Feb 1 RMC
Community Safety DEPUTY MAYOR LAING MOVED THAT Council direct administration to investigate more options to improve town security. MAYOR HOLDEN MADE A FRIENDLY AMENDMENT THAT Council direct administration to investigate opportunities to increase collaboration with RCMP and bylaw services.	22-030	Administration /Economic Development	Ongoing

Resolution	Resolution #	Assigned to	Status
Question and Answer Period COUNCILLOR MAY MOVED THAT Council direct administration to schedule a public engagement session once every three months for Council AND to investigate a policy for public engagement sessions with options for in person and virtual.	22-031	Administration	Feb 1 RMC
Veteran's Park Proposed MOA – FOIP Act s.24(1)(c) Advice from officials COUNCILLOR MAY MOVED THAT Council direct administration to proceed with presenting the proposed MOU as presented for consideration to the Gibbons Legion and the Veteran's Memorial Park Society.	22-036	Rec. & Comm. Services	Ongoing

TOWN OF BON ACCORD
REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	February 1, 2022
Presented by:	Lila Quinn, Recreation and Community Services Manager
Title:	Community Services Acknowledgement
Agenda Item No.	6.1

BACKGROUND/PROPOSAL

During the December 21st, 2021, Regular Meeting of Council, Administration was directed by Council to investigate the cost of a plaque for the Arena in recognition of the long-term volunteer service of Gail Critchley (Bon Accord and District Community League) as the ice scheduler for the Town of Bon Accord.

Further, Administration was directed to investigate costs of volunteer recognition and other options for volunteer recognition.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

- I. Plaque Option:
 - A. Placement: Bon Accord Arena
 - B. Example of Plaque Enclosed (size: 8"x10" to display and 6"x8" for Gail)
 - C. Cost: Maximum \$150 for two plaques \$40 for flowers. Total \$190
 - D. Options for presentation:
 - Invite Gail to the Arena for presentation of a plaque (Gail to receive a plaque) and flowers by the Mayor.
 - Invite Gail to the Arena for presentation of a plaque (Gail to receive a plaque) and flowers by the Mayor. Presentation to include unveiling of second plaque to be permanently placed in the arena.
 - The plaque given to Gail and the 2nd plaque in the Arena would be identical.
 - Recommend that presentation be scheduled for National Volunteer Week (April 2022)
 - E. Suggested Wording for Plaques (continued on the next page):
Gail Critchley
Bon Accord and District Community League
Volunteer Arena and Sportsgrounds Services
1979-2022

With appreciation for over 30 years of service in support of sports and recreation in the Town of Bon Accord.

Presented by Mayor Brian Holden on behalf of Town of Bon Accord.

Date:

Town of Bon Accord Logo

II. Alternate Suggestions:

1. Flower planter dedicated to Gail placed outdoors near the Arena
 - A. Placement: By Arena
 - B. Cost: \$300 + shipping + GST plus annual planting costs
 - C. Options for presentation:
 - Invite Gail to the Arena for unveiling by the Mayor. This would be sometime in May after the flowers have been planted.
2. Commissioned artwork by a local artist
 - A. Placement: In Arena
 - B. Cost: \$400
 - C. Options for presentation:
 - Invite Gail to the Arena for unveiling by the Mayor. This would occur during volunteer appreciation week in April.

On-going Volunteer Recognition Policy options will be discussed at the Briefing Committee Meeting. The options above may be incorporated into existing policies.

The two existing policies have been enclosed for reference (Volunteer Recognition Policy and the Award: Service Appreciation and Visitors Policy).

STRATEGIC ALIGNMENT

Priority Five: Collaboration

The Town of Bon Accord has strong sustainable relationships to support and enhance municipal programs and recreation.

COSTS/SOURCES OF FUNDING

The total cost of the plaques and flowers is \$190, \$300+GST and shipping as well as annual planting costs, or \$400 for artwork. For volunteer recognition, administration recommends this item can be funded within the FCSS budget, specifically within the FCSS – Supplies 1-2-5150-590. There is currently \$2,800 remaining to spend within the 2022 budget within this line item.

RECOMMENDED ACTION (BY ORIGINATOR)

That Council choose one of the following options:

1. That Council direct administration to purchase two plaques (with the wording presented or as amended) and flowers to a maximum amount of \$150 and further

that one plaque be permanently placed in the Bon Accord Arena and the second plaque to be presented to Gail Critchley by Mayor Holden.

2. That Council direct administration to proceed with purchase of a flower planter (including dedication to Gail Critchley) to be placed near the arena.
3. Proceed with investigation of options to commission a local artist to do a painting to be placed at the arena in appreciation of Gail's many years of volunteering.
4. That Council direct Administration to.....

Suggested location of plaque at arena:

In concession area in-between viewing area windows:



By concession:



TOWN OF BON ACCORD POLICY STATEMENT

SECTION: Community Services

POLICY RESOLUTION NO.: 95.322

SUBJECT: Recognition of Volunteers

RESPONSIBLE AUTHORITY: Community Services Department

REVIEWED & APPROVED BY COUNCIL:

Passed on July 18, 1995: Resolution 95.322

Review: June 6, 2006: Resolution #06.105

Review: March 19, 2019: Resolution #19.077

PURPOSE AND INTENT:

To ensure that Bon Accord's Volunteers are recognized annually for their countless hours and dedication to the community.

POLICY STATEMENT:

The Bon Accord community benefits greatly from all the non-profit organizations, board members, individual volunteers, and groups that give their time selflessly, to provide programs and services to our community. With recognizing volunteers publicly, we hope to encourage others to participant in the events as participants or volunteers.

AWARD – SERVICE APPRECIATION AND VISITORS

Resolution #. 97.439

Date Passed: December 2, 1997

Effective Date: December 2, 1997

Reviewed: No changes -June 21, 2005

Bylaw(s): None

Purpose: To acknowledge and show appreciation of dedication, service, and/or special citizens.

Policy Statement:

Criteria for a Service Appreciation Award is as follows:

1. Recipient has a minimum 5 year residency in the Bon Accord district.
2. Recipient is recognized as having had a positive impact on the community.
3. The award is requested through the Town Office.
4. Award will be issued when recipient moves from the Bon Accord district.

Criteria for a Visitor's Award is as follows:

1. Recipient is a resident of another community.
2. Recipient visited with the Mayor, Council, or Staff in a manner beneficial to the Bon Accord community.
3. Award is requested through the Town Office.

TOWN OF BON ACCORD
REQUEST FOR DECISION

Meeting:	Regular Meeting of Council
Meeting Date:	February 1, 2022
Presented by:	Jodi Brown, Town Manager
Title:	Appointment of CRASC ARB Members
Agenda Item No.	7.1

BACKGROUND/PROPOSAL

Each year, administration receives a listing of the Capital Region Assessment Services Commission (CRASC) clerk and panelists who are qualified to adjudicate on assessment complaints for the Assessment Review Board (ARB). Please refer to enclosed email request.

At the Town's Organizational Meeting, members of Council are appointed to sit on the CRASC Board which oversees the Commission and ensures all decisions are made in its best interests. This differs from the CRASC ARB panel, which establishes a complaint process and reviews assessment complaints from within our municipality and the region.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

The appointments of the CRASC ARB panelists and clerk are in accordance with ss. 455 and 456 of the Municipal Government Act RSA 2000, Chapter M-26.

All municipalities are required to appoint, by resolution, the following as your ARB officials for 2022:

ARB Chairman - Raymond Ralph

Certified ARB Clerk - Gerry Amorin

Certified Panelists – Darlene Chartrand, Tina Grozko, Stewart Hennig, Richard Knowles, and Raymond Ralph

STRATEGIC ALIGNMENT

This appointment aligns with the Town of Bon Accord value of 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.

AND

Priority 5 – The Town of Bon Accord has strong sustainable relationships to support and enhance municipal programs and recreation.

COSTS/SOURCES OF FUNDING

N/A

RECOMMENDED ACTION (by originator)

THAT ... Council appoint Raymond Ralph as ARB Chair, Gerryl Amorin as Certified ARB Clerk, and Darlene Chartrand, Tina Grozko, Stewart Hennig, Richard Knowles, and Raymond Ralph as Certified Panelists, as requested.

Jessica Caines

Subject: FW: Appointment of ARB Officials 2022

From: Gerryl Amarin <gerryl@amorinaccounting.com>

Sent: January 26, 2022 10:39 AM

Subject: Appointment of ARB Officials 2022

Good Morning All,

Please be advised that the annual requirement for all municipalities to appoint ARB officials for 2022 is now due.

All municipalities are required to appoint by resolutions the following as your ARB officials for 2022.

ARB Chairman - Raymond Ralph

Certified ARB Clerk - Gerryl Amarin

Certified Panelists - Darlene Chartrand
Tina Grozko
Stewart Hennig
Richard Knowles
Raymond Ralph

If you have any questions concerning this request, please do not hesitate to contact me.
(I apologize if you have already received this information)

Thank-you

Gerryl Amarin, CPA
780 297 8185

Manager/Finance Officer
Capital Region Assessment Services Commission (CRASC)
11810 Kingsway Avenue
Edmonton, AB T5G 0X5

TOWN OF BON ACCORD
REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	February 01 st , 2022
Presented by:	Jodi Brown Town Manager/CAO
Title:	Briefing Committee Meetings
Agenda Item No.	7.2

BACKGROUND/PROPOSAL

Schedule A of the Town of Bon Accord Procedural Bylaw covers procedures relative to the Council Briefing Committee Meetings (enclosed).

As per Schedule A, these meetings are “Subject to the control of the Council of the Town of Bon Accord, the mandate of the Council Briefing Committee is to provide a forum for the CAO:

- 1.1.1 to brief Councillors on specific topics
- 1.1.2 to provide a context for documents they have or will be receiving
- 1.1.3 to respond to detailed questions of clarification of material presented

Additionally, as per Schedule A of the Procedural Bylaw, meetings of the Council Briefing Committee are public meetings and therefore shall be governed and advertised accordingly (including a public agenda package).

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

Administration will brief Councillors on the following topics and governing documents that Council will be reviewing soon:

- Procedural Bylaw Recommended Revisions
- Fire Bylaw Legal Review
- Bylaw Officer Bylaw Legal Review
- Volunteer Recognition Policy Options
- Strategic Planning Draft Review
- Public Participation Policy Review

Potential Dates:

- Wednesday, February 09th: 6-8 pm
- Wednesday, February 16th: 6-8 pm
- Thursday, February 24th: 6-8 pm

STRATEGIC ALIGNMENT

Town of Bon Accord Vision, Mission, Values Statement

- **TRANSPARENCY** – open and accountable to our residents and encourage open communications.
- **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

Annual Budget

RECOMMENDED ACTION (BY ORIGINATOR)

That Council approve one of the following options:

1. That Council direct Administration to proceed with planning and advertising the Council Briefing Committee Meeting on _____ (date) from _____ time.
2. That Council direct Administration to...

TOWN OF BON ACCORD
REQUEST FOR DECISION

Meeting:	Regular Meeting of Council
Meeting Date:	February 1, 2022
Presented by:	Falon Fayant
Title:	Bylaw 2022-01 Amendment of Water Bylaw 2020-25 Schedule A & Schedule B
Agenda Item No.	8.1

BACKGROUND/PROPOSAL

Council gave first reading to Bylaw 2022-01 Amendment of Water Bylaw 2020-25 Schedule A & Schedule B at the January 18 Regular Meeting of Council.

Resolution #22-01 COUNCILLOR MAY MOVED THAT Bylaw 2022-01 Amendment of Water Bylaw 2020-25 Schedule A and Schedule B be given first reading, as presented.

Bylaw 2022-01 Amendment of Water Bylaw 2020-25 amends Schedules A and B attached to Bylaw 2020-25. The schedule amendments reflect minimal changes. There is an update to the wording in Schedule A Billing Regulations #1 to reflect that our system can only send a bill to either the owner or the designated renter, not both. Schedule B shows an updated service fee for Connection to Main from \$100 to \$200 for residential and from \$150 to \$250 for commercial to properly match the application form and fees previously collected by the Town.

As the Capital Region Northeast Water Service Commission did not raise their rates for 2022 there are no flow-through service rate increases for this Bylaw from the approval of the 2022 budget.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

This Bylaw is now being brought forward to Council for second and third readings.

STRATEGIC ALIGNMENT (REFERENCE STRATEGIC PLAN)

Priority #3 – Town of Bon Accord is maintaining and improving all infrastructure in a fiscally responsible manner.

COSTS/SOURCES OF FUNDING

The rate of service for water is a budgeted item.

RECOMMENDED ACTION (BY ORIGINATOR)

Resolution #1

THAT...Bylaw 2022-01 Amendment of Water Bylaw 2020-25 Schedule A and Schedule B be given second reading, as presented.

Resolution #2

THAT...Bylaw 2022-01 Amendment of Water Bylaw 2020-25 Schedule A and Schedule B be given third and final reading, as presented.

**TOWN OF BON ACCORD
BYLAW 2022-01
AMENDMENT OF WATER BYLAW 2020-25, SCHEDULE A AND SCHEDULE B**

A BYLAW OF THE TOWN OF BON ACCORD, IN THE PROVINCE OF ALBERTA TO AMEND SCHEDULE A AND SCHEDULE B OF WATER BYLAW 2020-25.

WHEREAS the Municipal Government Act, RSA 2000, c. M-26 provides that a Council may pass bylaws respecting public utilities rates and fees; and

WHEREAS it is deemed necessary and expedient to amend Water Bylaw 2020-25.

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

1. Water Bylaw 2020-25 is to be amended by amending Schedule A as attached to this Bylaw 2022-01.
2. Water Bylaw 2020-25 is to be amended by amending Schedule B as attached to this Bylaw 2022-01.

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

READ A FIRST TIME THIS 18th day of JANUARY 2022.

Mayor Brian Holden

Chief Administrative Officer Jodi Brown

READ A SECOND TIME THIS 1st day of FEBRUARY 2022.

Mayor Brian Holden

Chief Administrative Officer Jodi Brown

READ A THIRD TIME THIS 1st day of FEBRUARY 2022.

Mayor Brian Holden

Chief Administrative Officer Jodi Brown

TOWN OF BON ACCORD
BYLAW 2022-01
AMENDMENT OF WATER BYLAW 2020-25, SCHEDULE A AND SCHEDULE B

Bylaw 2020-25 SCHEDULE 'A'

BILLING REGULATIONS

1. A utility bill showing the current service charges to the owner(s) shall be mailed to the owner(s) or designated renter. It remains the owner's responsibility to ensure renters are making regular payments. Payment for water service charges shall be due and payable when the account is rendered. Payment shall be made at the office of the Chief Administrative Officer or at such other place as may be designated by the Council, and failure to receive an account shall in no way affect the liability of the owner(s) to pay the account.
2. In the event a utility bill remains unpaid, there will be added thereto a penalty, and this penalty will be part of the arrears and subject to collection in the same manner as all other rates and charges as set out in Schedule 'B'.
3. If in accordance with clause 2 of this schedule the account remains unpaid for a period of 60 days after the billing period, the Chief Administrative Officer or Utility Clerk may order the service turned off.
4. In the event a water service has been shut off, as provided for in clause 3 of this schedule by reason of non-payment, a re-connection fee as set out in Schedule 'B' attached hereto and the outstanding bill shall be payable in advance of turning on the service.
5. In the event a water service has been shut off upon the request of the owner(s), a re-connection fee set out in Schedule 'B' attached hereto shall be payable in advance of turning on the service.
6. Any accounts that cannot have the water shut off (i.e., Condominiums, malfunctioning CC) will be exempt from clause 3 of this schedule and may have unpaid billings put to taxes.
7. Any person intending to vacate any premises that have been supplied with Utility services (i.e. water, wastewater, and garbage services) by the Town of Bon Accord or who intends to discontinue the use thereof, shall give notice of the same at the office, otherwise the rates therefore shall be charged until such notice is given or the water turned off, but no rebate shall be made for any fraction part of a month in which such notice is given.
8. Any person wishing to disrupt the regular water service, for more than a one-month period shall pay a fee as set in Schedule 'B'.
9. No reduction in rates shall be made for interruption of the service.

TOWN OF BON ACCORD
BYLAW 2022-01
AMENDMENT OF WATER BYLAW 2020-25, SCHEDULE A AND SCHEDULE B

Bylaw 2020-25 SCHEDULE 'B'

DEFINITION OF WATER RATES AND CHARGES:

Service Charge:

A flat fee charge that is intended to recover costs for such things as: billing and other related charges, customer service, energy related charges, communication, facilities, and administration of customer accounts.

Capital Rate Rider:

A flat fee charge that is intended to reflect each customer's share of costs of capital program related assets, such as equipment and replacement of defective pipe or installation of new pipe – may be used in place of tax levy.

Consumption Charge:

A variable volumetric charge, unless water is un-metered, that reflects the cost of supply for water consumed.

SCHEDULE OF WATER RATES AND CHARGES:

Residential	Billing Item	Charge	Application
	Service Charge	\$11.00	per billing month per utility account
	Capital Rate Rider	\$0.00	per billing month per utility account
	Consumption Charge	\$3.30	per cubic meter consumed during each billing period

Commercial	Billing Item	Charge	Application
	Service Charge	\$16.00	per billing month per utility account
	Capital Rate Rider	\$0.00	per billing month per utility account
	Consumption Charge	\$3.25	per cubic meter consumed during each billing period

TOWN OF BON ACCORD
BYLAW 2022-01
AMENDMENT OF WATER BYLAW 2020-25, SCHEDULE A AND SCHEDULE B

Institutional	Billing Item	Charge	Application
	Service Charge	\$21.00	per billing month per utility account
	Capital Rate Rider	\$0.00	per billing month per utility account
	Consumption Charge	\$3.25	per cubic meter consumed during each billing period

Bulk Water (Truckfill) Pre-paid	Billing Item	Charge	Application
	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

DEFINITION OF OTHER WATER RATES AND CHARGES:

Application Fee:

A one-time flat fee applicable to new service account requests and split between water and wastewater services.

Arrears Administration:

A combination of a flat fee charge and variable charge that is intended to reflect the cost of managing and processing the administration and collection of utility accounts that are deemed to be in payment arrears and require extraordinary collection means (e.g., registered letter(s), or collections).

Late Payment Penalty:

A Utility Bill which remains unpaid after the date fixed for payment, a penalty of twenty four percent (24%) per annum (or two percent (2%) per month) shall be added to the principal outstanding amount.

TOWN OF BON ACCORD
BYLAW 2022-01
AMENDMENT OF WATER BYLAW 2020-25, SCHEDULE A AND SCHEDULE B

Security Fee:

A one-time flat fee, refundable payment, applicable to new utility account holders', payable prior to commencement of service. Fee is refundable, less any outstanding amounts owed upon termination of service.

Service Calls:

A per hour charge applicable to those consumers who require service over and above that of the Basic Service provided for non emergent issues.

Service Disruption:

Provides an option for consumers who wish to have their service temporarily disconnected. The charge includes the cost of a Service Call, and the Consumer is required to pay the monthly Service Charge for each and every month the premise has access to the Water System.

Meter Testing:

A flat fee charge that is intended to reflect the cost of removing, testing and re-installation of a meter that the consumer believes is faulty. If the meter is found faulty the consumer will be credited back the Meter Testing charge.

Reconnection Charge:

A flat fee charge that is intended to reflect the cost of re-installing utility service to a consumer that was previously disconnected due to a default in utility account.

Interference or Tampering Penalty:

A flat fee charge that is issued to anyone who has been found to have interfered with or tampering with any meter seal, meter reading equipment, or water shut-off equipment.

Connection Charge:

New service requests where a new physical connection is required to accommodate the service will have a fixed charge to offset the construction cost.

TOWN OF BON ACCORD
BYLAW 2022-01
AMENDMENT OF WATER BYLAW 2020-25, SCHEDULE A AND SCHEDULE B

SCHEDULE OF OTHER WATER RATES AND CHARGES:

Billing Item	Charge	Application
Application fee	\$30.00	per new utility account – applied and due at time-of-service application, split between water and wastewater
Arrears Administration	\$20.00 plus cost	per utility account (non-cumulative by service) for use in extraordinary instances of collection
Late payment penalty	24% per annum (2% per month)	applicable to outstanding balance – applied to total Utility Bill (less penalty) after the date due
Security Fee	Cost determined at time of Utility service application – based on water meter size 1½" up to 1" meter \$200.00 1.5" meter \$750.00 2" meter \$1000.00	per new utility account, of which is 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 Disruption	Service Call Charge plus Monthly Service Charge	per notification or event, per utility account
Meter Testing	Flow through of costs	per Consumer request, flow through of testing charge plus Service Call
Re-connection Charge	\$65.00	per request or event
Interference, Tampering or Unauthorized Use Penalty	\$500.00	per event
Connection to main	\$200.00 Residential \$250.00 Commercial & Institutional	tapping into main for new service

TOWN OF BON ACCORD
REQUEST FOR DECISION

Meeting:	Regular Meeting of Council
Meeting Date:	February 1, 2022
Presented by:	Falon Fayant
Title:	Bylaw 2022-04 Municipal Borrowing Bylaw - Operating
Agenda Item No.	8.2

BACKGROUND/PROPOSAL

Council gave first reading to Bylaw 2022-04 Municipal Borrowing Bylaw – Operating at the January 18 Regular Meeting of Council.

Resolution #22-020 COUNCILLOR BIDNEY MOVED THAT Bylaw 2022-04 Municipal Borrowing Bylaw – Operating be given first reading, as presented.

The Municipal Borrowing Bylaw – Operating gives the Town of Bon Accord authorization to borrow from Alberta Treasury Branches ("ATB") up to the principal sum of \$250,000.00 for operating expenditures if necessary, repayable upon demand at a rate of interest of 3.45% per annum from time to time established by ATB, and such interest will be calculated daily and due and payable monthly on the last day of each and every month, for a term not exceeding three (3) years.

The interest rate has been provided by ATB and the account is (currently at a zero (0) balance owing) and the term is not to exceed three (3) years per the MGA Section 256 which states an operating borrowing bylaw does not require advertisement if the term does not exceed three (3) years.

The Municipal Borrowing Bylaw - Operating is a standard document that is updated yearly and submitted to the bank as part of their documentation requirements. The MAP review indicated that the Borrowing Bylaw must state the allowable terms and the rate of interest.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

This bylaw is being brought back to Council for second and third reading.

STRATEGIC ALIGNMENT (REFERENCE STRATEGIC PLAN)

Priority #3 – Town of Bon Accord is maintaining and improving all infrastructure in a fiscally responsible manner.

COSTS/SOURCES OF FUNDING

RECOMMENDED ACTION (BY ORIGINATOR)

Resolution #1:

THAT...Bylaw 2022-04 Municipal Borrowing Bylaw – Operating be given second reading, as presented.

Resolution #2:

THAT...Bylaw 2022-04 Municipal Borrowing Bylaw – Operating be given third and final reading, as presented.

**TOWN OF BON ACCORD
BYLAW 2022-04
MUNICIPAL BORROWING BYLAW-OPERATING**

A BYLAW OF THE TOWN OF BON ACCORD, IN THE PROVINCE OF ALBERTA FOR THE PURPOSE SPECIFIED IN SECTION 256 OF THE MUNICIPAL GOVERNMENT ACT

WHEREAS the Council of Town of Bon Accord (hereinafter called the "Corporation") in the Province of Alberta considers it necessary to borrow certain sums of money for the purpose of: Operating Loan for the period ending December 31, 2022.

NOW THEREFORE pursuant to the provisions of the *Municipal Government Act*, it is hereby enacted by the Council of the Corporation as a Bylaw that:

1. The Corporation may borrow from Alberta Treasury Branches ("ATB") up to the principal sum of \$250,000.00 repayable upon demand at a rate of interest per annum of 3.45% established by ATB, and such interest will be calculated daily and due and payable monthly on the last day of each and every month, for a term not exceeding three (3) years.
2. The Chief Elected Officer and the Chief Administrative Officer are authorized for and on behalf of the Corporation:
 - a. To apply to ATB for the aforesaid loan to the Corporation and to arrange with ATB the amount, terms, and conditions of the loan and security or securities to be given to ATB
 - b. As security for any money borrowed from ATB
 - i. To execute promissory notes and other negotiable instruments or evidences of debt for such loans and renewals of all such promissory notes and other negotiable instruments or evidences of debts;
 - ii. To give or furnish to ATB all such securities and promise and ATB may require to secure repayment of such loans and interest thereon; and
 - iii. To execute all security agreements, hypothecations, debentures, charges, pledges, conveyances, assignments, and transfer to and in favor of ATB of all or any property, real or personal; moveable or immoveable, now or hereafter owned by the Corporation or in which the Corporation may have any interest, and any other documents or contracts necessary to give or to furnish to ATB the security or securities required by it.
3. The source or sources of money to be used to repay the principal and interest owing under the borrowing from ATB are: taxes, reserves, or grants.
4. The amount to be borrowed and the term of the loan will not exceed any restrictions set forth in the Municipal Government Act.
5. In the event that the Municipal Government Act permits extension of the term of the loan and in the event the Council of the Corporation decides to extend the loan and ATB is prepared to extend the loan, any renewal or extensions, bill, debenture, promissory note, or other obligation executed by the officers designated in paragraph 2 hereof and delivered to ATB will be valid and conclusive proof as against the Corporation of the decision of the Council to extend the loan in accordance with the terms of such renewal or extension, bill, debenture, promissory note, or other obligation, and ATB will not be bound to inquire into the authority of such officers to execute and deliver any such renewal, extension document, or security.

**TOWN OF BON ACCORD
BYLAW 2022-04
MUNICIPAL BORROWING BYLAW-OPERATING**

6. Bylaw 2021-08 is hereby repealed.

7. This Bylaw comes into force on the final passing thereof.

READ A FIRST TIME THIS 18th day of JANUARY 2022.

Mayor Brian Holden

Chief Administrative Officer Jodi Brown

READ A SECOND TIME THIS 1st day of FEBRUARY 2022.

Mayor Brian Holden

Chief Administrative Officer Jodi Brown

READ A THIRD TIME THIS 1st day of FEBRUARY 2022.

Mayor Brian Holden

Chief Administrative Officer Jodi Brown

TOWN OF BON ACCORD
REQUEST FOR DECISION

Meeting:	Regular Meeting of Council
Meeting Date:	February 1, 2022
Presented by:	Jodi Brown, Town Manager
Title:	Bylaw 2022-06 – Repeal of Bylaw 1997-10
Agenda Item No.	8.3

BACKGROUND/PROPOSAL

Bylaw 1997-10 was created to set fees relative to fire inspection and investigations for the Bon Accord Fire Department and services rendered under the Quality Management Plan (QMP).

The current Fire Bylaw 2020-20 (attached) and QMP (attached) is silent on the fees outlined in Bylaw 1997-10. The previous QMP had fees, but those appendices were later removed. The Fire Bylaw 2020-20 outlines penalties for infractions but does not include fees.

The Town contracts Sturgeon County for fire services under the Fire Services Agreement (attached). After consulting with Bon Accord's Fire Chief, it was determined that Bylaw 1997-10 is no longer required, as the Town is not charged for these services.

In accordance with s. 191 of the Municipal Government Act RSA 2000, Chapter M-26, a bylaw must be repealed in the same manner in which the bylaw was passed. S. 189 indicates a bylaw is passed when it receives third reading and is signed in accordance with s. 213.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

In an effort to keep the Town's legislation up-to-date and consistent, administration recommends that Council repeal outdated Bylaw 1997-10.

STRATEGIC ALIGNMENT (REFERENCE STRATEGIC PLAN)

Bylaw updates align with the Priority 2 goal – Update bylaws to make them more enforceable.

COSTS/SOURCES OF FUNDING

N/A

RECOMMENDED ACTION (BY ORIGINATOR)

Resolution #1:

THAT... Bylaw 2022-06 – Repeal of Bylaw 1997-10 be given first reading, as presented.

Resolution #2:

THAT... Bylaw 2022-06 – Repeal of Bylaw 1997-10 be given second reading, as presented.

Resolution #3:

THAT... Council gives unanimous consent to hear three readings of Bylaw 2022-06 – Repeal of Bylaw 1997-10 in one meeting.

Resolution #4:

THAT... Bylaw 2022-06 – Repeal of Bylaw 1997-10 be given third and final reading, as presented.

**Bylaw #1997-10
Town of Bon Accord**

A BYLAW OF THE TOWN OF BON ACCORD, IN THE PROVINCE OF ALBERTA TO SET AMOUNTS FOR FEES FOR FIRE INSPECTIONS AND INVESTIGATIONS PROVIDED BY THE AUTHORIZED SAFETY CODES OFFICER FOR THE TOWN OF BON ACCORD.

PURSUANT to Section 7 of the Municipal Government Act, Chapter M-26.1, RSA, and amendments thereto (hereinafter referred to as the "MGA");

WHEREAS the Town of Bon Accord will incur expenses relative to fire inspection and investigations and may be requested by other municipalities participating in the joint Quality Management Plan to provide such services from time to time.

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

1. The Town will charge and collect fees for services provided as set out in Schedule "A" of this Bylaw.
2. Schedule "A" forms a part of this Bylaw and may be amended from time to time by resolution of Council.

READ a FIRST time this 15th Day of JULY, 1997

READ a SECOND time this 15th Day of JULY, 1997

READ a THIRD time and FINALLY PASSED this 15th Day of JULY, 1997


Glenda Bobbie, Mayor


Leo Ludwig, CAO

Bylaw #1997-10
Town of Bon Accord

SCHEDULE "A"

FIRE INVESTIGATION	FEES
Summary Letters of Investigations to Law Firms and Insurance Companies	\$150.00 per letter
Investigation Services	\$100.00 per incident plus \$50.00 per hour after the 6 th hour, plus contracted expenses for services or equipment necessary to complete the investigation.

FIRE INSPECTION	FEES
Inspection Services	\$50.00 per hour
Occupant Load Calculation and Certificate Issuance	\$75.00 per Certificate

BYLAW NO. 2020-20
FIRE BYLAW

BEING A BYLAW OF THE TOWN OF BON ACCORD, IN THE PROVINCE OF ALBERTA, FOR THE PURPOSE OF ESTABLISHING FIRE SERVICES AND OPERATION THEREOF WITHIN THE BOUNDARIES OF THE TOWN OF BON ACCORD.

WHEREAS the Municipal Government Act, provides that a Council of a Town of Bon Accord may pass bylaws for the extinguishing of Fires, prevention of Fires, the preservation of life and Property and the protection of Persons from injury or destruction by Fire;

AND WHEREAS the Council of the Town of Bon Accord wishes to establish a fire service within the Town of Bon Accord and to provide for the efficient operation of such a fire service;

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 “Fire Bylaw” of the Town of Bon Accord.

2. DEFINITIONS

2.1 In this Bylaw:

2.1.1 “Alberta Fire Code” means the most current version of fire safety regulations adopted by the Province of Alberta and legislated under the Safety Codes Act;

2.1.2 “Apparatus” means any vehicle provided with machinery, devices, Equipment, or materials for firefighting, as well as any vehicles used for transporting firefighters or firefighting Equipment or supplies;

2.1.3 “Acceptable Fire Pit” means an outdoor receptacle, (Recreational Fire Pit) that meets the following specifications and has been inspected by the Fire department in accordance with this by-law:

- i) Measured from the nearest edge, must be a minimum of 4 meters (13.1 feet) from any part of the residence including overhang;
- ii) Measured from the nearest edge, must be a minimum of three meters (9.84 feet) from any property line, out buildings, overhead power lines, or combustible materials such as fences, trees etc;
- iii) The opening shall be no greater than .8 meters (32 inches) in width as measured across its widest part;
- iv) Shall have a depth of no less than .3 meters (12 inches);
- v) In operation, shall have a spark arrester screen on it with maximum openings of 1.27 centimeters (1/2 inch);

vi) If there is no place on the property where a fire pit may be located using the above distances, a variance of the above clearances may be applied for. It, in the opinion of the Fire Chief or his designate, such safe guards and precautions are in place, and that the fire pit will be used safely, a variance may be granted with the person or persons obtaining the variance assuming all liability regarding the use of the fire pit.

- 2.1.4 “Council” means the Council of the Town of Bon Accord;
- 2.1.5 “Clerk of the Provincial Court” means an officer of a Provincial court who – accepts filings, issues process and keeps records;
- 2.1.6 “Dangerous Goods” means any material or substance that may constitute an immediate or long-term adverse effect to life, health, Property or the environment when burned, spilled, leaked or otherwise released from its normal use, handling, storage or transportation environment, and shall include those products, substances and organisms that are covered by the Transportation of Dangerous Goods Regulations;
- 2.1.7 “Deputy Fire Chief” means the manager of the Fire Department who performs duties as assigned by the Fire Chief, in the absence of the Fire Chief;
- 2.1.8 “District Fire Chief” means the manager of the Fire Department as appointed by Sturgeon County’s Fire Chief, if the Municipality has a contract in place with Sturgeon County, to oversee the day to day operations and administration of the Fire Department;
- 2.1.9 “Emergency Unit” means any vehicle operated for emergency purposes whether on land, water, or in the air, by the Fire Department;
- 2.1.10 “Equipment” means any tools, contrivances, devices or materials used by the Fire Department to combat an Incident or other emergency;
- 2.1.11 “False Alarm” means any notification to the Fire Department respecting the existence of a condition, circumstance, or event contrary to imminent danger to Persons or Property, wherein such a circumstance or event is in fact not in existence;
- 2.1.12 “Fire” means any combustible material in a state of combustion;
- 2.1.13 “Fire Ban” means a ban that is put in place by the Municipality prohibiting all Outdoor Fires, Incinerator Fires, Burning Barrel fires, Smudge fires, burning in barbeques/fire pits, or lighting or burning in a fire within a portable appliance not fueled by propane or natural gas;
- 2.1.14 “Fire Chief” means the manager of the Fire Department who performs the duties and responsibilities of a Fire Chief;

- 2.1.15 “Fire Department” means the Bon Accord Fire Department established by this Bylaw and including the persons duly appointed to the Fire Department by Council or the Fire Chief;
- 2.1.16 “Fire Pit Inspection” means a fire pit inspection in the form of Schedule “C” conducted by the Fire Chief or designate pursuant to this Bylaw
- 2.1.17 “Fire Permit” means a permit in the form of Schedule “B” issued by the Fire Chief or designate pursuant to this Bylaw and the Forest and Prairie Protection Act (FPPA);
- 2.1.18 “Fire Restriction” means restriction that are put in place by the Municipality relating to all Outdoor Fires, Incinerator Fires, Burning Barrel fires, Smudge fires, burning in barbeques/fire pits, or lighting or burning in a fire within a portable appliance not fueled by propane or natural gas;
- 2.1.19 “Garden/Yard Debris” means but not limited to wood, branches and dried leaves piled for the purposes of burning that is smaller than 3.6 meters long, 3.6 meters wide and 1.8 meters in height;
- 2.1.20 “High Hazard Fireworks” means those types of fireworks that only persons certified under the Canadian Explosives Act, may store, transport and discharge. For example, these are typically used at large events such as fairs, exhibitions, Canada Day displays;
- 2.1.21 “Incident” means a Fire or a situation where a Fire or explosion is imminent or other situation presenting a Fire or possible danger to life or Property, or the environment and to which the Fire Department has responded;
OR
“Incident” may be any motor vehicle collision, or any situation deemed an emergency or medical assist or any situation requiring a Fire Department response;
- 2.1.22 “Incinerator Fire” means a Fire that is confined within a non-combustible structure, container or barrel:
- i. With openings covered with heavy gauge metal screen having a mesh size no larger than thirteen (13) millimeters;
 - ii. That has a minimum of three (3) meters clearance from buildings, property lines and combustible materials;
 - iii. That is supervised at all times by a responsible adult person until such time that fire has been extinguished. A fire shall be deemed to include hot ashes and smoldering embers resulting from the fire;
 - iv. But does not include any industrial or commercial type incinerator that is required to be licensed under the Alberta Environmental Protection and Enhancement Act regulations;

- 2.1.23 “Large Brush Pile” means but not limited to wood, branches, tree stumps, yard debris piled for the purposes of burning that is larger than 3.6 meters long, 3.6 meters wide and 1.8 meters in height;
- 2.1.24 “Low Hazard Fireworks” means those types of fireworks which are regulated for storage, sale and discharge under the Alberta Fire Code. Commonly referred to as SHOP GRADE or FAMILY FIREWORKS;
- 2.1.25 “Member” means any person that is duly appointed Member of the Fire Department or a Member of the Public conscripted by the Fire Chief or their designate under section 7.5 herein;
- 2.1.26 “Municipality” means the Town of Bon Accord;
- 2.1.27 “Municipal Rural Area” is the area within the Municipality shown in yellow on Schedule “A”;
- 2.1.28 “Municipal Urban Area” is the area within the Municipality shown in orange on Schedule “A”;
- 2.1.29 “Officer” means a Member of the Fire Department appointed by the Fire Chief as an Officer;
- 2.1.30 “Officer in Charge” means the Member of the Fire Department responsible for the management of the Fire Department resources in Incident mitigation;
- 2.1.31 “Outdoor Fire” means any fire other than that defined as an Incinerator Fire, or Smudge Fire and shall include, but not be limited to:
- i. Fires involving humus, wood, soil, farm produce, brush, grass, feed, straw, coal;
 - ii. Any fire that has escaped or spread from a building, structure, machine, vehicle, incinerator or smudge fire;
 - iii. A fire lit or burning in an incinerator without the required metal screen;
- 2.1.32 “Owner” means the registered owner of real Property as listed on title;
- 2.1.33 “Peace Officer” means:
- i. a member of the Royal Canadian Mounted Police;
 - ii. a member of the municipal police service;
 - iii. a Community Peace Officer where under that person’s appointment as a Community Peace Officer that person is empowered to carry out the duties of a Peace Officer, or
 - iv. a Bylaw Enforcement Officer who is appointed by Council of the Town of Bon Accord;

- 2.1.34 “Person” means an individual, partnership, society, association, corporation, trustee, executor, administrator or other legal representative;
- 2.1.35 “Portable Appliance” means any appliance sold or constructed for the purpose of cooking food in the out of doors;
- 2.1.36 “Prohibited Debris” means any flammable debris or waste material that when burned, may result in the release to the atmosphere of dense smoke, offensive odors or toxic air contaminants as defined in Alberta Regulation 276/2003, Activities Designation Regulation pursuant to the Alberta Environmental Protection and Enhancement Act;
- 2.1.37 “Property” means real or personal Property, which, without limiting the generality of the foregoing, includes land and structures;
- 2.1.38 “Running Fire” means a Fire burning without being under proper or any supervision by any Person or a wild land Fire that is deemed out of control;
- 2.1.39 “Smudge Fire” means a fire confined within a non-combustible structure or container with that is set on land for the purpose of protecting livestock from insects or for protecting garden plants from frost. The structure or container must have openings covered with heavy gauge metal screen having a mesh size no larger than thirteen (13) millimeters. The structure or container shall be placed a minimum of three (3) meters clearance from buildings, property lines and other combustible materials;
- 2.1.40 “Structure Fire” means a fire confined to and within any building or structure, which will, or is likely to cause the destruction of or damage to such building or structure or other, structure fires are prohibited within municipal boundaries.
- 2.1.41 “Town Manager” means the Chief Administrative Officer as appointed by Council, or the Chief Administrative Officer’s delegate;
- 2.1.42 “Violation Ticket” means a ticket issued pursuant to the *Provincial Offences Procedure Act*, R.S.A 2000 c. P-34, as amended or repealed and replaced from time to time and regulations there under; and
- 2.1.43 “Windrow Pile” means but not limited to wood, branches, tree stumps piled after clearing of land in windrows or piles for the purpose of burning.

3. INTERPRETATION

- 3.1 Wherever the provisions of this Bylaw are at variance with each other, the more restrictive of the two (2) provisions shall apply.

- 3.2 Where there is any conflict between the provisions of this Bylaw and any other Bylaw related to fire services, the provisions of this Bylaw shall prevail.

4. FIRE DEPARTMENT JURISDICTION

- 4.1 The Fire Department shall consist of a Fire Chief, Deputy or District Fire Chief, Officers, Members, buildings, Apparatus and Equipment necessary to safeguard the health and welfare, and safety of people and to protect people and Property.
- 4.2 No Member of the Fire Department shall reside outside the boundaries of the Municipality, unless so approved by the Fire Chief.
- 4.3 At no time shall the Fire Chief reside outside the boundaries of the Municipality unless approved by Council.

5. APPOINTMENTS OF FIRE CHIEF AND MEMBERS

- 5.1 The Fire Chief shall be appointed by the Council of the municipality.
- 5.2 The Fire Chief shall be accountable to the Town Manager.
- 5.3 The Deputy or District Fire Chief shall be appointed by the Fire Chief.
- 5.4 The Fire Chief may appoint Officers as required by the Fire Department. These Officers will be supervised by the Fire Chief and Deputy or District Fire Chief.
- 5.5 The Fire Chief and Deputy or District Fire Chief may appoint Members to the Fire Department to maintain their manpower quota within the current budget. These Members shall be supervised by the Fire Chief, Deputy or District Fire Chief and Officers.

6. POWER AND DUTIES OF THE FIRE CHIEF

- 6.1 The Fire Chief may purchase or otherwise acquire Equipment, Emergency Units, materials, and supplies required for the operation, maintenance, and administration of the Fire Department within the approved budget.
- 6.2 The Fire Chief shall have, subject to the authority of the Town Manager or as otherwise agreed upon, the full and complete control and authority over the Fire Department, its Members, its organization, administration, and discipline, including powers of promotion for merit, or reprimand, suspend or dismiss for neglected duty, insubordination, or other cause.
- 6.3 The Fire Chief shall, subject to the approval of the Town Manager or as otherwise agreed upon, be authorized to establish rules, regulations, policies, and any committees necessary for the proper organization and administration of the Fire Department,

providing that any regulations, rules, or policies made pursuant to this Bylaw shall not be inconsistent with the legislation and regulations of the Province of Alberta.

- 6.4 Where an emergency or a potential emergency exists, the Fire Chief, or in their absence the Deputy or District Fire Chief or their designate shall be at liberty to suspend all types of Fire within all, a portion, or portions of the Municipality for such a period of time and on such conditions as may be determined by the Fire Chief, Deputy or District Fire Chief or their designate.

7. POWERS AND DUTIES OF THE FIRE CHIEF, DEPUTY OR DISTRICT FIRE CHIEF, AND OFFICERS IN CHARGE

- 7.1 The Fire Chief, Deputy or District Fire Chief or Officer in Charge at an Incident has the authority to cause a building or structure to be demolished or otherwise removed if the Fire Chief, Deputy or District Chief, or Officer in Charge deems it necessary to prevent the spread of Fire to other buildings, structure or places.
- 7.2 The Fire Chief, Deputy or District Chief, or Officer in Charge at an Incident is empowered to enter premises or Property where the Incident occurred and to cause any Members, Apparatus, or Equipment of the Fire Department to enter as they deem necessary in order to combat, control, or deal with the Incident.
- 7.3 The Fire Chief, Deputy or District Fire Chief or Officer in Charge at any Incident shall have the power, if they shall deem it necessary for the protection of any building or other Property, to enter or pass through, or to cause Members of the Fire Department to enter or pass through, any building or premise adjacent or near the scene of the Incident, or to convey through or to use to operate through, in, or from such adjacent or nearby building or premise any Emergency Units or Equipment which they shall deem necessary.
- 7.4 The Fire Chief, Deputy or District Fire Chief, or Officer in Charge at any Incident may in their discretion prescribe the limits in the vicinity of the Incident within which, until they remove or change such limits, no Person or vehicle shall be permitted to come, unless such Person be a regular Member of the Fire Department or a Police Department, or be admitted by order of the Fire Chief and any who shall without permission enter upon any portion of such limits herein specified during the time the same shall be so closed, shall be subject to the penalties of this Bylaw. The Fire Chief, Deputy or District Fire Chief, or the Officer in Charge shall be authorized to call upon Police.
- 7.5 For the prevention or extinguishing of Fires and for preservation of life and Property from injury or destruction by Fire, the Fire Chief, Deputy or District Fire Chief or Officer in Charge may compel adults for the time being in the Municipality to assist in the extinguishing of Fires and to assist in the prevention or the spread thereof.
- 7.6 The Fire Chief, Deputy or District Fire Chief, or Officer in Charge may obtain assistance and support from other officials of the Municipality as they deem necessary in order to

discharge their duties and responsibilities under this Bylaw and other officials of the Municipality shall provide such assistance forthwith when so requested.

- 7.7 The Fire Chief, Deputy or District Fire Chief, or Officer in Charge of an Incident shall have the power to commandeer and authorize payment for the possession or use of any Equipment necessary for the purpose of mitigating an Incident.

8. POWERS OF FIRE DEPARTMENT MEMBERS

- 8.1 Each Member shall have the authority and power to:

- 8.1.1 Extinguish or control the Fire or the operations to preserve life and Property.
- 8.1.2 Enter onto any Property for the purpose of extinguishing or controlling the Fire.
- 8.1.3 Prevent interference with the efforts of Persons engaged in the extinguishing of Fires or preventing the spread thereof by regulating the conduct of the public in the vicinity of any Fire.

- 8.2 Each Member of the Fire Department while performing their duties may be required to carry an identification card issued by the Fire Department.

9. POWERS OF OFFICERS

- 9.1 The Fire Chief or their designate shall have the authority and power to:

- 9.1.1 Issue a Fire Permit in respect of any land within the Town of Bon Accord.
- 9.1.2 Issue a Fire Permit unconditionally or impose conditions on the applicant, which the Fire Chief or their designate, in their discretion, deems appropriate.
- 9.1.3 Suspend or cancel, at any time, a Fire Permit.
- 9.1.4 Declare a partial or complete Fire ban on burning of any kind within the Municipality limits.
- 9.1.5 Issue a High Hazardous Fireworks permit in respect of any land within the Town of Bon Accord.

10. DISCHARGE OF DUTIES

- 10.1 Council at its sole discretion may suspend or remove any Fire Chief from their duties.
- 10.2 The Fire Chief at their sole discretion may suspend or remove any Member from their duties.
- 10.3 Upon exit or termination from the Fire Department, any identification card(s) and/or Equipment must be turned into the Municipality.
- 10.4 The Fire Chief or any Members of the Fire Department or Peace Officers or the Town Manager or Council charged with the enforcement of this Bylaw, acting in good faith

and without malice for the Town of Bon Accord in the discharge of their duties, should not hereby render themselves liable personally and they are hereby relieved from all personal liability for any damage that may occur to Persons or Property as a result of any act or omission in the discharge of their duties.

11. TRAINING

- 11.1 All Members shall have ongoing training to meet response requirements. No Member shall be expected to perform duties beyond their scope of training.

12. REQUIREMENT TO REPORT

- 12.1 The Owner or authorized agent of any Property damaged by Fire shall immediately report to the Fire Department particulars of the Fire which are satisfactory to the Fire Chief or their designate.
- 12.2 The Owner or authorized agent of any Property containing a dangerous good(s) product which sustains accidental or unplanned release of dangerous good(s) product shall immediately report to the Fire Department particulars of the release which are satisfactory to the Fire Chief or their designate.

13. FIRE PERMITS AND FIRE PIT INSPECTIONS

- 13.1 In addition to any Fire Permit required under the Forest and Prairie Protection Act (supra) Fire Permits regulating burning shall be required under this Bylaw year-round at a nil fee in the form of Schedule "B".
- 13.2 Where an emergency, a potential emergency or Fire hazard exists, the Fire Chief or their designate shall be at liberty to suspend all types of Fires, within all or a portion or portions of the Municipality for such a period of time and on such conditions as may be determined by the Fire Chief or their designate.
- 13.3 Any person wishing to light or burn an Outdoor Fire, an Incinerator Fire or Smudge Fire within the Municipal Rural Area (refer to Schedule "A" for area map) must first, unless exempted by this Bylaw, apply and obtain a valid Fire Permit from the Fire Chief or designate. A Fire Permit shall include specified dates during which the Fire Permit will be valid, and if intended to apply for specified periods in more than one year, shall be reviewed and approved annually. Fire Permit applications may be denied by the Fire Chief as deemed appropriate having regard to any potential safety or related issues that may be applicable.
- 13.4 A Fire Permit shall not be transferable.
- 13.5 No person within the Municipal Urban Area (refer to Schedule "A" for area map), is permitted an open-air fire, or any other fire, upon land owned, occupied or under his

or her control unless a Fire Pit Inspection has been conducted in accordance with Schedule "C".

14. EXEMPTIONS

- 14.1 Use of "Approved Fire Pits" is permitted throughout the Municipality. A Fire Permit is not required under this Bylaw for an attended fire that is lit in an "Approved Fire Pit" for recreation, cooking or warming purposes.
- 14.2 A Fire Permit is not required under this Bylaw for an attended fire that is lit in a "Portable Appliance" for recreation, cooking or warming purposes.
- 14.3 A Fire Permit is not required under this bylaw for fires set for the purpose of training firefighters.
- 14.4 A Fire Permit is not required under this bylaw for an Industrial or Commercial type incinerator that is required to be licensed under the Alberta Environmental Protection and Enhancement Act regulations.
- 14.5 A fire permit is not required for "Flaring" associated to the operation, installation, maintenance and or repair of gas related plants or gas lines.
- 14.6 Fires ignited and being used in the process of ground thawing by the Municipal staff are exempt from the provisions of this bylaw.

15. CONTROL OF FIRE HAZARDS

- 15.1 If the Municipality finds within its municipal boundaries on privately owned land or occupied public land, conditions that in its opinion constitute a Fire hazard, it may order in writing the Owner or the Person in control of the land on which the Fire hazard exists to reduce or remove the hazard within a fixed time and in a manner prescribed by the Municipality.
- 15.2 When the Municipality finds that the order it made pursuant to Section 15(15.1) has not been carried out, the Municipality may enter on the land with any Equipment and any Person it considers necessary and may perform the work required to eliminate or reduce the Fire hazard.
- 15.3 The Owner or authorized agent of any Property on which work was performed pursuant to Section 15(15.1) shall on demand reimburse the Municipality for the cost of the work performed and in default of payment; such cost or fee may be charged against the land as taxes due and owing in respect to that land.

16. FIREWORKS

- 16.1 The Municipality may allow for the inclusion of High Hazard and Low Hazard Fireworks displays in Municipality-sponsored and/or co-sponsored events within the Municipality. All such displays shall be in accordance with the Alberta Fire Code and its regulations and in accordance with those conditions determined solely by the Municipality.

- 16.2 No other Person or organization shall initiate a fireworks display within the Municipal Urban Area (refer to Schedule "A" for area map).
- 16.3 Low Hazard Fireworks and High Hazard Fireworks sales are not permitted within Municipal boundaries.
- 16.4 The Municipality will only allow for the discharge of Low Hazard Fireworks within the Municipal Rural Area (refer to Schedule "A" for area map). All such displays shall be in accordance with the Alberta Fire Code and its regulations and in accordance with those conditions determined solely by the Municipality.
- 16.5 Any applicant residing within the Municipal Rural Area wishing to discharge Low Hazard Fireworks must apply to a minimum of one week in advance of the proposed discharge in the form of Schedule "D". The decision to approve or deny the application shall be made by the Fire Chief; the decision of the Fire Chief is final.
- 16.6 Any applicant wishing to discharge High Hazard Fireworks must apply to the Municipality a minimum of three weeks in advance of the event or proposed discharge. After receipt of a completed application in the form of Schedule "E" together with such fees as is approved by Council from time to time, the application form shall be forwarded to the Fire Chief for review. The decision to approve or deny the application shall be made by the Fire Chief; the decision of the Fire Chief is final.
- 16.7 Low Hazard Fireworks and High Hazard Fireworks shall not be sold, given away or discharged within the Municipality boundaries during times of Fire Restriction or Fire Ban.

17. RECOVERY OF FIREFIGHTING COSTS

- 17.1 Where the department has taken any action whatsoever for the purpose of extinguishing a fire or responding to a fire call or incident in or outside the Municipality or for the purpose of preserving life or property from injury or destruction by fire or other incident on land within or outside the Municipality, including any action taken by the department on a false alarm, the Fire Chief may in respect of any costs and expenses incurred by the department in taking such action, if the Fire Chief is of the opinion that grounds for doing so exist, charge any costs and expenses so incurred to the owner or occupant of the land in respect of which the action was taken.
- 17.2 The costs and fees to be charged by the Fire Department for services rendered pursuant to this bylaw shall be determined by Council by resolution from time to time and shall be set out in the Fees for Service Policy.
- 17.3 In the event that the owner or occupant of any land within the Municipality shall feel aggrieved by any action taken by the Fire Chief pursuant to Section 17.1, such owner or occupant shall have a period of thirty (30) days from the date of mailing or notice of

the action taken by the Fire Chief to appeal to Council for the Municipality the action taken by the Fire Chief and the decision of Council on any such appeal shall be final and binding upon the owner or occupancy of the land and shall not be subject to any further appeal.

- 17.4 In respect of land within Municipality , in the event that the amount levied by the Fire Chief shall not be paid within sixty (60) days after the mailing of a notice by the Fire Chief pursuant to Section 17.1, or in the event of an appeal, within sixty (60) days of the date of mailing of the decision of Council on the appeal, the amount levied and unpaid shall be charged against the land upon which the action was taken as taxes due and owing in respect of that land.

18. PROHIBITIONS

- 18.1 No person shall light or burn an Incinerator Fire/Burn Barrel Fire within the Municipal Urban Area of the Municipality (refer to Schedule "A" for area map).
- 18.2 Burning of Large Brush Piles is prohibited within the Municipal Urban Area of the Municipality. In all other areas of the Municipality (Municipal Rural Area) burning of Large Brush Piles is prohibited except between December 1 and March 31 of the following year.
- 18.3 Burning of Windrow Piles is prohibited within Municipal Urban Area of the Municipality. In all other areas of the Municipality (Municipal Rural Area) burning of Windrow Piles is prohibited except between December 1 and March 31 of the following year.
- 18.4 Burning of building related materials, waste used or produced during construction of structures is prohibited within the Municipal Urban Area of the Municipality.
- 18.5 No person shall light or burn an Outdoor Fire, an Incinerator Fire, Burn Barrel Fire, a Smudge Fire, or light or burn a fire in a barbecue/fire pit, or light or burn a fire within a Portable Appliance not fuelled by propane or natural gas, during a Municipal Fire Restriction or Fire Ban.
- 18.6 No person shall fail to comply with any of the terms or conditions set out in Fire Permit and or Fireworks Permit.
- 18.7 No person shall light or burn an Outdoor Fire or Smudge Fire for the purpose of ground thawing.
- 18.8 No person shall obstruct a Peace Officer, Fire Guardian or Fire Department member in the performance of their duties pursuant to this Bylaw or the Forest Prairie Protection Act (supra). Obstruction will include failure to provide access to property and failure to provide information as to identity of individuals.
- 18.9 No Owner shall allow, consent to, or permit a fire to be lit or burned on property under

the Owner's possession, control or ownership unless a valid Fire Permit has been issued for that fire as required by this Bylaw.

- 18.10 No person shall burn Prohibited Debris.
- 18.11 No person shall light a fire that obstructs or causes disruption to traffic or roadways.
- 18.12 No person shall a light a fire and let it continue to burn if that fire causes continuous physical discomfort to any nearby property and its residents.
- 18.13 No person shall either directly or indirectly, personally or through an agent, ignite a fire and let it become a Running Fire on any property or allow a Running Fire to pass from his or her own property to another property.
- 18.14 Burning of grass or stubble is prohibited.
- 18.15 Fires of any type are prohibited on or within lands designated by the Municipality as Municipal Reserve, Environmental Reserve or a Natural Area unless otherwise permitted by the Town Manager or their designate.
- 18.16 Lighting of fires within areas designated as Industrial Areas, Industrial Parks or Industrial Worksites is prohibited unless otherwise approved by the Town Manager or their Designate.
- 18.17 Burning in areas of peat moss or peaty soil is prohibited.
- 18.18 No Person shall place or cause to be placed, any matter or thing, so as to obstruct or interfere with the operation or use of any fire hydrant, the Fire Department water inlet or outlet connections on buildings, fire alarm controls, manual alarm stations, or any fire detection device or Equipment.
- 18.19 No Person, other than the employee of the Town of Bon Accord Public Works Department or a Member of the Fire Department, shall use a fire hydrant for the purpose of obtaining or discharging water from such hydrant without first receiving permission from the Public Works Manager or the Fire Department in writing.
- 18.20 No Person shall obstruct or otherwise interfere with access roads or streets or other approaches to any fire hydrants, cisterns, or bodies of water designated for firefighting purposes.
- 18.21 All Persons at or near any Fire refusing to provide assistance as required under section 7 (7.5) shall be liable to penalty.
- 18.22 Any Person, who in any way obstructs, prevents or refuses to admit a Safety Codes Officer or Inspector in, to, or upon any land, premises, yards, or buildings, for the

purpose of inspecting or investigating on the same, or who incites or abets such shall be considered in breach of this Bylaw.

- 18.23 No Persons shall willfully or maliciously destroy or injure any Property at a Fire or any Emergency Units belonging to the Fire Department.
- 18.24 No Person shall falsely represent themselves to be an employee, or Member, or connected with the Fire Department.
- 18.25 No Person shall wear, use or have in their possession or under their control any official badge, identification card, insignia, button, cap, helmet or uniform of the Fire Department unless such Person is an active Member of the said Fire Department, and has direct and specific authority to wear or have in their possession or under their control such items.
- 18.26 No Person shall use, or have in their possession or under their control, any key for the Fire Department building or vehicle, or key for any fire alarm or control key box within the Municipality, unless directly and specifically authorized to do so by the Fire Chief.
- 18.27 No Person shall make any False Alarm by telephone, or any other method normally used to make or cause any False Alarm, unless authorized by the Fire Chief for practice purposes.
- 18.28 No Person shall falsely state that he has the sanction of the Fire Department in soliciting any person or company on any matter.
- 18.29 Any Person who refuses to provide or furnish any information required under this Bylaw, when requested by the Fire Chief or their designate or a Peace Officer, or who encourages such, shall be considered in breach of this Bylaw.
- 18.30 No Person shall enter the boundaries or limits of an Incident without the permission of the Fire Chief or Officer in Charge.
- 18.31 No Person shall build, ignite or allow any kind of Fire contrary to a Fire Restriction or Fire Ban declared by the Fire Chief or their designate.
- 18.32 No Person shall light a Fire unless they have taken reasonable steps to control the Fire for the purpose for which it was lit and prevent it from becoming a Running Fire.
- 18.33 No Person shall knowingly make a false statement in a Fire or Fireworks Permit application.
- 18.34 No Person shall light a Fire or burn any material contrary to federal, provincial, or municipal legislation or regulations.

- 18.35 No Person shall use a Fire to burn any normal waste, which results from the operating of a household or commercial business.
- 18.36 No Person shall release High Hazard Fireworks within the Municipality without a permit issued by the Municipality. Only Municipal Co-Sponsored events.
- 18.37 No person shall release Low Hazard Fireworks within the Municipal Urban Area (refer to Schedule "A" for area map).
- 18.38 No person shall fire to burn any structure within the municipal boundaries (refer to schedule "A" for area map).

19. OFFENCES

- 19.1 Any person who contravenes any provision of this Bylaw is guilty of an offence and is liable on summary conviction to a fine as set out in Schedule "F" which is attached hereto as part of this Bylaw.

20. VIOLATION TICKETS

- 20.1 Notwithstanding the foregoing provision of this Bylaw, a Peace Officer is hereby authorized and empowered to immediately issue a Violation Ticket to Part II of the *Provincial Offences Procedure Act*, to any Person who the Peace Officer has reasonable grounds to believe has contravened any provision of this Bylaw.
- 20.2 The Person to whom the Violation Ticket has been issued may plead guilty by making a voluntary payment in respect of the summons by delivering to the Provincial Court, on or before the initial appearance date, the Violation Ticket together with an amount equal to the specified penalty for the offence as provided for in Schedule "F" of this Bylaw.
- 20.3 When a Clerk of the Provincial Court records the receipt of a voluntary payment pursuant to section 19.3 and the *Provincial Offences Procedure Act*, the act of recording constitutes acceptance of a fine in the amount of the specified penalty.

21. SEVERABILITY

- 21.1 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.

22. GENERAL

- 22.1 Nothing in this Bylaw relieves a Person from complying with any Federal or Provincial legislation or regulation or Municipal Bylaw, or any requirement of any lawful permit, order or license.

- 22.2 Every provision of this Bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalid for any reason by a court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.
- 22.3 All headings and subheadings in this Bylaw are included for guidance purposes and convenience only and shall not form part of this Bylaw.
- 22.4 Specific references to statutes, regulations and other bylaws in this Bylaw are meant to refer to the current laws applicable within the Province of Alberta as at the time this Bylaw was enacted and as they are amended from time to time, including successor legislation.

23. Repeal of Bylaws

- 23.1 Bylaw 2019-13 Fire Bylaw is hereby repealed.

This Bylaw will come into full force and effect upon the day it receives third and final reading by Council.

READ A FIRST TIME this 6th day of October 2020.

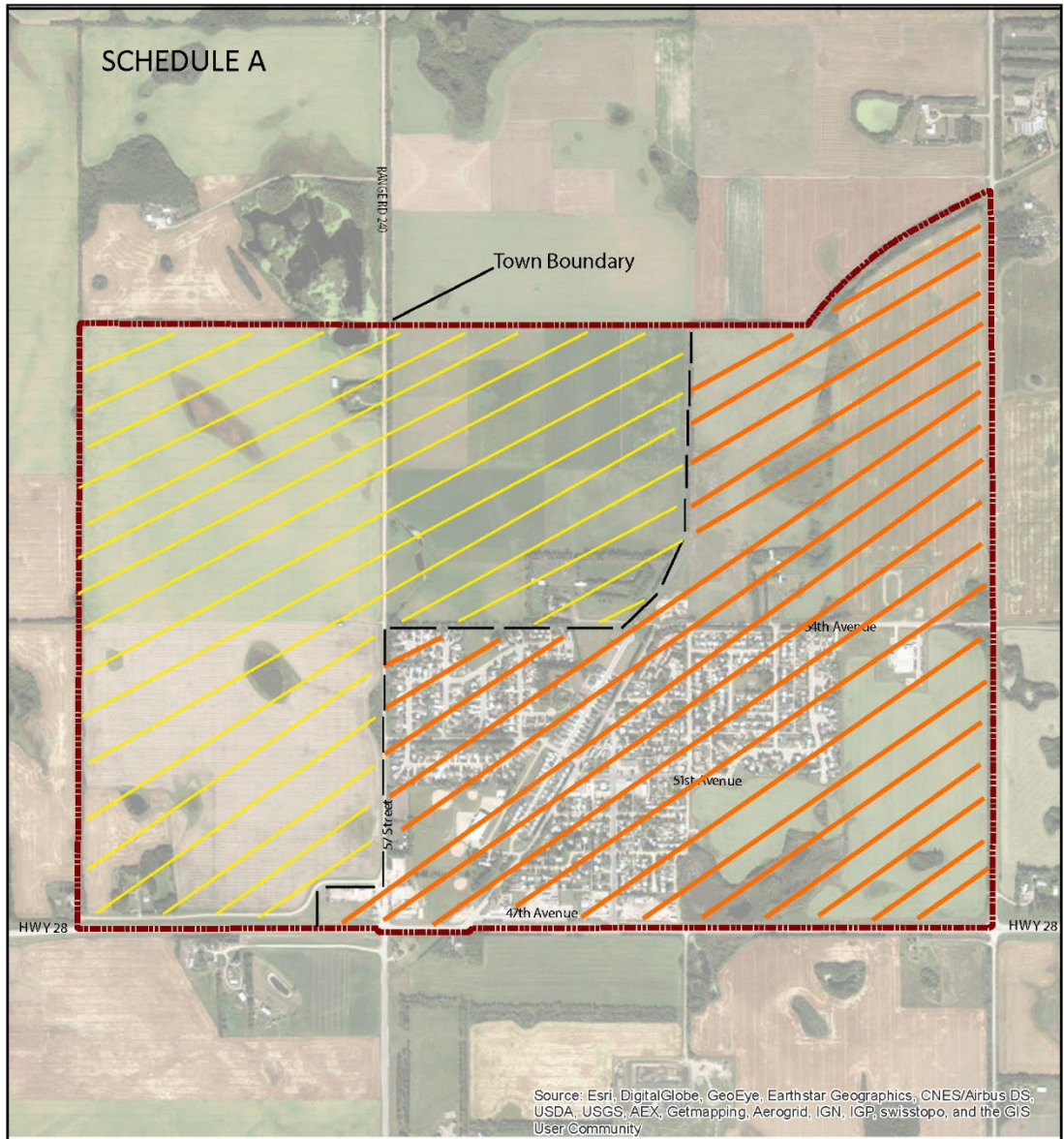
READ A SECOND TIME this 6th day of October 2020.

READ A THIRD AND FINAL TIME this 6th day of October 2020.

Mayor

CAO

SCHEDULE A – Municipal Map, Rural and Urban



Town of Bon Accord

SCHEDULE A

SCHEDULE B – Town of Bon Accord Fire Permit

As required by the current Fire Service Provider – Sturgeon County.

SCHEDULE C

FIRE PIT INSPECTION FORM

Name of Applicant _____

Applicant Mailing Address _____

Residential Address _____

Legal Address _____

Phone Number _____

Land Owner (if different than applicant) _____

Address of Land Owner _____

Terms and Conditions (check each box)

- ☐ I understand that a fire pit must meet the specifications outlined in the Town of Bon Accord Fire bylaw, as amended and repealed, which I have read and understood in its entirety.
- ☐ I have included a land site diagram of the fire pit showing the proximity to structures and fences on the property.

Signature of Applicant _____

Signature of Land Owner (if different than applicant) _____

The information collected on this form is authorized under Section 33(c) of the Freedom of Information and Protection of Privacy Act (FOIP). It will be used to process Fire Pit Permits for the Town of Bon Accord. If you have any questions about the collection and use of the information, contact the Town of Bon Accord at 5025 - 50th Avenue, Bon Accord, AB, T0A 0K0 or by calling (780) 921-3550.

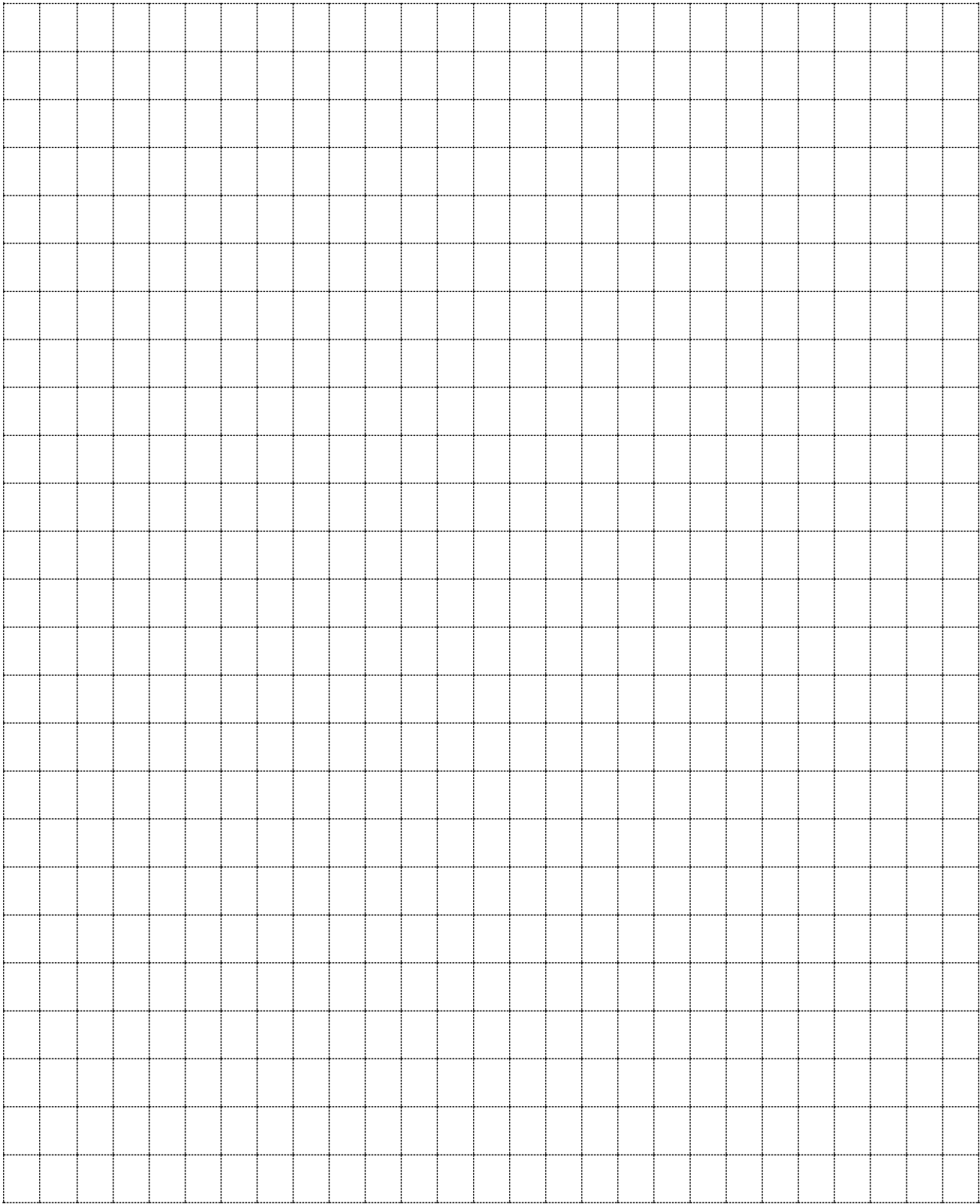
Office Use Only

Approved? Yes _____ No _____ Date of Inspection _____

Conditions: _____

Signature of Fire Chief: _____

LAND SITE DIAGRAM



SCHEDULE D - Low hazard Fireworks Permit

As required by the current Fire Service Provider – Sturgeon County.

SCHEDULE E – High Hazard Firework Permit

As required by the current Fire Service Provider – Sturgeon County.

SCHEDULE F – Violations/Penalties

Section	Prohibition/Violation	Penalty
18.1	No person shall light or burn an Incinerator Fire/Burn Barrel Fire within the Municipal Urban Area of the Municipality (refer to Schedule “A” for area map).	\$500.00
18.2	Burning of Large Brush Piles is prohibited within the Municipal Urban Area of the Municipality. In all other areas of the Municipality (Municipal Rural Area) burning of Large Brush Piles is prohibited except between December 1 and March 31 of the following year.	\$500.00
18.3	Burning of Windrow Piles is prohibited within Municipal Urban Area of the Municipality. In all other areas of the Municipality (Municipal Rural Area) burning of Windrow Piles is prohibited except between December 1 and March 31 of the following year.	\$500.00
18.4	Burning of building related materials, waste used or produced during construction of structures is prohibited within the Municipal Urban Area of the Municipality.	\$500.00
18.5	No person shall light or burn an Outdoor Fire, an Incinerator Fire, Burn Barrel Fire, a Smudge Fire, or light or burn a fire in a barbecue/fire pit, or light or burn a fire within a Portable Appliance not fuelled by propane or natural gas, during a Municipal Fire Restriction or Fire Ban.	\$500.00
18.6	No person shall fail to comply with any of the terms or conditions set out in Fire Permit and or Fireworks Permit.	\$250.00
18.7	No person shall light or burn an Outdoor Fire or Smudge Fire for the purpose of ground thawing.	\$500.00
18.8	No person shall obstruct a Peace Officer, Fire Guardian or Fire Department member in the performance of their duties pursuant to this Bylaw or the Forest Prairie Protection Act (supra). Obstruction will include failure to provide access to property and failure to provide information as to identity of individuals.	\$1000.00
18.9	No Owner shall allow, consent to, or permit a fire to be lit or burned on property under the Owner’s possession, control or ownership unless a valid Fire Permit has been issued for that fire as required by this Bylaw.	\$500.00
18.10	No person shall burn Prohibited Debris	\$500.00
18.11	No person shall light a fire that obstructs or causes disruption to traffic or roadways.	\$250.00
18.12	No person shall a light a fire and let it continue to burn if that fire causes continuous physical discomfort to any nearby property and its residents.	\$250.00
18.13	No person shall either directly or indirectly, personally or through an agent, servant employee ignites a fire and let it become a Running Fire on any property or allow a Running Fire to pass from his or her own property to another property.	\$1000.00
18.14	Burning of grass or stubble is prohibited	\$500.00
Section	Prohibition/Violation	Penalty

18.15	Fires of any type are prohibited on or within lands designated by the Municipality as Municipal Reserve, Environmental Reserve or a Natural Area unless otherwise permitted by the Town Manager or their designate.	\$500.00
18.16	Lighting of fires within areas designated as Industrial Areas, Industrial Parks or Industrial Worksites is prohibited unless otherwise approved by the Town Manager or their Designate.	\$500.00
18.17	Burning in areas of peat moss or peaty soil is prohibited	\$500.00
18.18	No Person shall place or cause to be placed, any matter or thing, so as to obstruct or interfere with the operation or use of any fire hydrant, the Fire Department water inlet or outlet connections on buildings, fire alarm controls, manual alarm stations, or any fire detection device or Equipment.	\$1000.00
18.19	No Person, other than the employee of the Town Public Works Department or a Member of the Fire Department, shall use a fire hydrant for the purpose of obtaining or discharging water from such hydrant without first receiving permission from the Public Works Manager or the Fire Department in writing.	\$500.00
18.20	No Person shall obstruct or otherwise interfere with access roads or streets or other approaches to any fire hydrants, cisterns, or bodies of water designated for firefighting purposes.	\$1000.00
18.21	All Persons at or near any Fire refusing to provide assistance as required under section 7 (7.5) shall be liable to penalty.	\$250.00
18.22	Any Person, who in any way obstructs, prevents or refuses to admit a Safety Codes Officer or Inspector in, to, or upon any land, premises, yards, or buildings, for the purpose of inspecting or investigating on the same, or who incites or abets such shall be considered in breach of this Bylaw.	\$1000.00
18.23	No Persons shall willfully or maliciously destroy or injure any Property at a Fire or any Emergency Units belonging to the Fire Department.	\$2000.00
18.24	No Person shall falsely represent themselves to be an employee, or Member, or connected with the Fire Department.	\$250.00
18.25	No Person shall wear, use or have in their possession or under their control any official badge, identification card, insignia, button, cap, helmet or uniform of the Fire Department unless such Person is an active Member of the said Fire Department, and has direct and specific authority to wear or have in their possession or under their control such items.	\$250.00
18.26	No Person shall use, or have in their possession or under their control, any key for the Fire Department building or vehicle, or key for any fire alarm or control key box within the Municipality, unless directly and specifically authorized to do so by the Fire Chief.	\$250.00
Section	Prohibition/Violation	Penalty
18.27	No Person shall make any False Alarm by telephone, or any other method normally used to make or cause any False Alarm, unless authorized by the Fire Chief for practice purposes.	\$500.00
18.28	No Person shall falsely state that he has the sanction of the Fire Department in soliciting any person or company on any matter.	\$1000.00

18.29	Any Person who refuses to provide or furnish any information required under this Bylaw, when requested by the Fire Chief or their designate or a Peace Officer, or who encourages such, shall be considered in breach of this Bylaw.	\$500.00
18.30	No Person shall enter the boundaries or limits of an Incident without the permission of the Fire Chief or Officer in Charge.	\$500.00
18.31	No Person shall build, ignite or allow any kind of Fire contrary to a Fire Restriction or Fire Ban declared by the Fire Chief or their designate.	\$500.00
18.32	No Person shall light a Fire unless they have taken reasonable steps to control the Fire for the purpose for which it was lit and prevent it from becoming a Running Fire.	\$250.00
18.33	No Person shall knowingly make a false statement in a Fire or Fireworks Permit application.	\$250.00
18.34	No Person shall light a Fire or burn any material contrary to federal, provincial, or municipal legislation or regulations.	\$500.00
18.35	No Person shall use a Fire to burn any normal waste, which results from the operating of a household or commercial business.	\$500.00
18.36	No Person shall release High Hazard Fireworks within the Municipality without a permit issued by the Municipality.	\$500.00
18.37	No person shall release Low Hazard Fireworks within the Municipal Urban Area (refer to Schedule "A" for area map).	\$500.00

2022-2026 FIRE SERVICE AGREEMENT

AGREEMENT

BETWEEN:

The Town of Bon Accord
("Town")

- and -

Sturgeon County
("Sturgeon County")

PREAMBLE:

The Town, as authorized under Municipal Government Act, R.S.A. 2000, c. M-26 (the "MGA"), to enter into agreements on or in connection with matters under the Town's administration.

As authorized under the *Municipal Government Act*, Sturgeon County may provide a service that Sturgeon County provides in the County to another municipality with the agreement of that other municipality.

Sturgeon County Protective Services is a department of Sturgeon County and the Town desires Sturgeon County to provide firefighting and related services to the Town.

Sturgeon County has agreed to provide the Services to the Town.

THE PARTIES AGREE AS FOLLOWS:

Interpretation

1. In this Agreement:

- (a) "Agreement" means this agreement and includes Schedules "A" and "B";
- (b) Consumer Price Index means the annual Edmonton Consumer Price Index (CPI) for "all goods", as calculated by Statistics Canada for the most recent one-year period as of September 1 of the previous year;
- (c) "Facility" means the portion of the Town Building allocated to the fire department for use, three apparatus bays, training/meeting room, bay storage room and small office adjacent training/meeting room;
- (d) "Materials" includes all Records, software and other personal property produced by Sturgeon County in the delivery of the Services;
- (e) "Parties" means the parties to this Agreement, being the Town and Sturgeon County;

2022-2026 FIRE SERVICE AGREEMENT

- (f) "Record" means a record of information in any form and includes notes, images, audiovisual recordings, books, documents, maps, drawings, photographs, letters, vouchers and papers and any other information that is written, photographed, recorded or stored in any manner, but does not include software or any mechanism that produces records; and
 - (g) "Services," means the services specified in Schedule A to be provided by Sturgeon County through Sturgeon County Protective Services to the Town under this Agreement;
2. The terms and conditions of this Agreement are severable, and any term or condition determined to be void or unenforceable in whole or in part shall not be deemed to affect or impair the validity of this Agreement or any other term or condition of it.
 3. The validity and interpretation of this Agreement, and of each clause and part thereof, shall be governed by the laws of the Province of Alberta and the Parties agree to the exclusive jurisdiction of the Courts of the Province of Alberta.

This clause shall survive this agreement.

Conflict of Interest and Ethical Conduct

4. Sturgeon County must immediately notify the Town in writing of any conflict-of-interest Sturgeon County, or any employee, agent or other resource used by Sturgeon County under this Agreement, has or may reasonably have respecting the Services to be provided by Sturgeon County under this Agreement. Such notification must be given before beginning any work under this Agreement, or upon becoming aware of any such existing or potential conflict of interest during the term of this Agreement. Sturgeon County warrants that it does not have any interests that conflict with Sturgeon County's obligations to the Town under this Agreement.
 - (a) Sturgeon County shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of Sturgeon County or Sturgeon County employees, subcontractors, or agents in relation to the Services, and all Services shall be performed in accordance with high ethical standards, including without limitation the following:
 - (i) Sturgeon County shall not influence, or seek to influence, nor otherwise take part in a decision of the Town knowing that the decision might further Sturgeon County interests;
 - (ii) where the Services involve providing advice, making recommendations to the Town or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, then such advice, recommendations or discretion must be provided, made or carried out impartially and without bias;

2022-2026 FIRE SERVICE AGREEMENT

- (iii) Sturgeon County shall not have any financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services;
 - (iv) Sturgeon County, upon request by the Town, shall deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by Sturgeon County in relation to Sturgeon County employees and volunteers.
- (b) In the event Sturgeon County becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to Sturgeon County's performance of the Services, Sturgeon County shall immediately disclose such matter to the Town in writing. Upon such disclosure, Sturgeon County shall not commence or continue performance of the Services without the prior written consent of the Town. If the Town is of the opinion Sturgeon County is in a conflict of interest, the Town may terminate this Contract.

Town's Contact, Delegation

5. The Town designates the Chief Administrative Officer (CAO) as the Town's representative under this Agreement and as the prime contact who is authorized to communicate the Town's position to Sturgeon County on matters pertaining to this Agreement.
6. Sturgeon County designates the County Fire Chief as the Sturgeon County representative under this Agreement and as the prime contact who is authorized to communicate the County's position to the Town on matters pertaining to this Agreement.
7. The Town may, in the Town's absolute discretion, delegate any duties, powers or functions relating to the provisions of this Agreement to any person.

Period of Contract

8. Sturgeon County shall provide services pursuant to the terms of this Agreement commencing January 1, 2022 and terminating December 31, 2026.
9. The engagement of Sturgeon County as evidenced by this Agreement comes into effect on the date as stated in the above clause.

Town Obligations

10. The Town will provide to Sturgeon County use and access to the existing Fire Hall or a replacement building if the Fire Hall is destroyed for storage of the equipment, parking of

2022-2026 FIRE SERVICE AGREEMENT

fire vehicles and use by firefighting volunteers as soon as practicable. Sturgeon County will be charged annually, as defined in Schedule "B", for the use of the Fire Hall.

Use charges will be for facility areas as defined in Section 1, including utilities, one phone line (back up emergency line), internet and access to the central washrooms in the building in which the Fire Hall is located.

11. The Town agrees to maintain the contracted emergency dispatch service arrangement with Parkland County or its successor.
12. Maintenance of hydrants will continue to be performed by the Town Public Works staff.

Training Ground Provision

13. The Town agrees to continue under this agreement to provide to Sturgeon County, access to and use of the designated lands on the north-eastern area surrounding the lagoon for the purposes of facilitating the training facility.

Sturgeon County's Service Provision

14. Sturgeon County agrees to provide the Services according to the terms of this Agreement as described in Schedule "A", at a rate or fee as described in Schedule "B", of this Agreement. Sturgeon County may not substitute any other agent or subcontractor to provide the Services without the express written consent of the Town, which consent may be withheld at the Town's sole discretion. The Town acknowledges that full time and paid on call/volunteer fire fighters under the direction of Sturgeon County will be involved in the delivery of the Services.
15. Sturgeon County is an independent contractor for the purposes of this Agreement and shall not be deemed to be a servant, employee or agent of the Town. Sturgeon County shall provide all administrative support and other resources required to deliver the Services unless otherwise agreed to in this contract.

Warranties

16. Sturgeon County warrants that the Materials will not infringe any patent, copyright, trade secret, industrial design, trademark or other proprietary or contractual right; and Sturgeon County agrees to indemnify the Town against any liability or expense arising out of any breach of this warranty.

This clause shall survive this agreement.

2022-2026 FIRE SERVICE AGREEMENT

17. Sturgeon County agrees to correct any defects in the Materials at Sturgeon County's own expense.

This clause shall survive this agreement.

Occupational Health and Safety - Workers' Compensation

18. Sturgeon County will comply with the *Occupational Health and Safety Act*, the *Workers' Compensation Act* and all other laws in force in Alberta relevant to the provision of the Services if applicable. On request, Sturgeon County will provide the Town with a certificate from the Workers' Compensation Board showing Sturgeon County is registered and is in good standing with the board, if applicable.

Indemnity and Insurance

19. Sturgeon County agrees to indemnify and hold harmless the Town from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which Sturgeon County is legally responsible arising out of negligence or wilful acts by Sturgeon County or Sturgeon County's employees or agents.

This clause shall survive this agreement.

20. The Town agrees to indemnify and hold harmless Sturgeon County from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Town is legally responsible arising out of negligence or wilful acts by the Town or the Town's employees or agents.

This clause shall survive this agreement.

Safety and Security

21. Subject to the Town's reasonable security requirements, the Town will provide Sturgeon County with access to its facilities and systems, as necessary to enable Sturgeon County to fulfill its obligations under the Agreement. Sturgeon County, Sturgeon County employees, subcontractors and agents, when using any of the Town's buildings, premises, equipment, electronic hardware and software must comply with all safety and security policies, regulations and directives relating to those buildings, premises, equipment, electronic hardware and software.

22. CONTROL, ACCESS, SECURITY AND RETENTION OF RECORDS

- 22.1 The Town retains control of all records created under this agreement.
- 22.2 Upon receipt of a request under the *Freedom of Information and Protection of Privacy (FOIP) Act* for a record created under this agreement, the Town shall notify the County and the County will, without delay, provide the Town with records

2022-2026 FIRE SERVICE AGREEMENT

responsive to the request, including without limitations any request pursuant to sections 35 or 36 of the FOIP Act.

- 22.3 The County will protect business and personal information in its custody under this agreement by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal, and disaster.
- 22.4 The County will immediately report any unauthorized use or disclosure, or suspected unauthorized use or disclosure of information created under this agreement to the Town's FOIP Head.
- 22.5 The County will cooperate with investigations undertaken by the Town, by a third party instructed by the Town, or by a person or body with statutory authority to conduct an investigation, regarding the collection, use or disclosure of information.
- 22.6 The County will maintain the records created under this agreement in accordance with the County's Corporate Record Structure, until such time as termination of this agreement. Upon termination of this agreement, the County will transfer the records in its custody to the Town at the Town's sole expense.

Invoicing for Services

- 23. Invoices for services rendered shall be submitted annually, or as otherwise agreed to, by both the Town and Sturgeon County and shall be paid within 60 days from the invoice date.
- 24. The Town shall only be liable to pay Sturgeon County for services rendered under the terms of this Agreement up to and including the date of termination of this Agreement.
- 25. All property and services provided by Sturgeon County under this Agreement are being purchased by the Town of Bon Accord and are subject to the Goods and Services Tax (GST).

Notices

- 26. Any and all notices permitted or required to be given under this Agreement must be delivered in writing to the offices of the respective parties.

Communications

- 27. All communications shall be to the addresses below.

2022-2026 FIRE SERVICE AGREEMENT

TO THE TOWN:

Town of Bon Accord
Box 779
Bon Accord, Alberta
T0A 0K0

Attention: CAO

TO STURGEON COUNTY:

Sturgeon County
9613 100 Street
Morinville, Alberta
T8R 1L9

Attention: CAO

Either party hereto may, upon notice to the other party, change its address for payments and notices under this Agreement.

Termination

28. Either party may terminate the engagement evidenced by this Agreement in full or in part at any time by giving a minimum of six (6) months' notice, unless otherwise agreed to, in writing to the other party of its intention to do so. Upon termination Sturgeon County shall submit an invoice for services rendered but not previously invoiced.
29. Upon receipt of a notice of termination, Sturgeon County shall prepare and deliver to the Town a written report, if required, on the services rendered to the termination of the engagement.

This clause shall survive this agreement.

General Terms

30. Time is of the essence in this Agreement.
31. This Agreement enures to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns. Neither party may assign its rights and obligations under this Agreement without the express written consent of the other party.
32. This Agreement supersedes any previous representations, warranties, terms, conditions, or other agreements made between parties with respect to the administrative and operations of the fire department by Sturgeon County.

2022-2026 FIRE SERVICE AGREEMENT

This agreement and Appendixes and Schedules are complementary, however; in the event of conflict within or between the body of the Agreement and the Appendixes or Schedules, the provisions in the body of the Agreement shall govern.

33. No term or condition of this Agreement shall be deemed to be waived unless the waiver is in writing. Any waiver of default committed by either of the parties in the observance or performance of this Agreement shall not extend or be deemed to extend or affect any other default.
34. If any time during the continuance of this Agreement, the parties consider it necessary to amend this Agreement, they may do so by a written document signed by each party or by exchange of letters signifying mutual agreement between the parties and all amendments in such written document or letters shall be adhered to and have the same force and effect as if they had been originally embodied in and formed part of this Agreement.
35. Sturgeon County acknowledges that the Town has no obligation to renew, extend or offer a new contract at the end of the term of this Agreement.

The parties have executed this Agreement, each by its duly authorized representative, on the respective dates shown below.

TOWN OF BON ACCORD

Date: Apr 14, 2021



Greg Mosychuk, Mayor



Joyce Pierce, CAO

STURGEON COUNTY

Date: April 7, 2021



Alanna Hnatiw, Mayor



Reegan McCullough, County Commissioner



Patrick Mahoney, Fire Chief

2022-2026 FIRE SERVICE AGREEMENT

Schedule "A" – Sturgeon County Service Provisions

1. Manage and coordinate the Fire Hall related activities, including but not limited to: officers and/or firefighter meetings, volunteer recruitment, and training.
2. Oversee the District Fire Chief, Officers, the members, and validate the appointment thereof.
3. Coordinate and manage all vehicle and equipment maintenance and fuel costs, including certifications and insurance requirements.
4. Ensure and provide adequate supplies for operation of the volunteer fire services.
5. Manage the delivery of firefighting services according to the Town of Bon Accord Bylaw(s) through application of Sturgeon County's approved standard operating guidelines.
6. Respond to all emergency calls which originate within the boundaries of the Town. Emergency calls shall mean calls which request the fire department or firefighting services to attend or be provided.
7. Implement and communicate implementation of fire bans and the lifting of fire bans.
8. Inspection and approval of all fire pits within Town limits.
9. Oversee and act as the Authority of Having Jurisdiction on National Fire Code - Alberta Edition Inspections and related matters on an "As Requested" or "As Required" basis.
10. Provide an annual report to Council, completion of all Provincial fire related reports as required, and assist with other fire department reports (i.e. budget, insurance, etc.)

2022-2026 FIRE SERVICE AGREEMENT

Schedule "B" – Fees

Sturgeon County Fees Chargeable to the Town:

Fees will be invoiced annually. The fee for Services will be a flat fee in the first year of this Agreement and shall increase by 2% or Consumer Price Index (CPI) whichever is greater each subsequent year of the term of this Agreement. The Town agrees to pay the following:

- 2022 - Town pays \$28,700.47;
- 2023 - Town pays \$29,274.48;
- 2024 - Town pays \$29,859.97;
- 2025 - Town pays \$30,457.17 and
- 2026 - Town pays \$31,066.31.

Town Fees Chargeable to Sturgeon County:

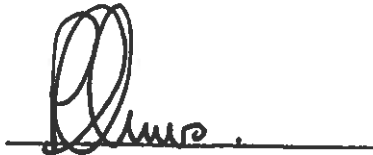
(1) Facility Use charges. The facility use charge will be a flat fee in the first year of this agreement and shall increase by 2% or CPI whichever is greater each subsequent year of the term of this agreement:

- 2022 - \$9,471.14, plus GST;
- 2023 - \$9,660.56 plus GST;
- 2024 - \$9,853.77 plus GST;
- 2025 - \$10,050.85 plus GST; and
- 2026 - \$10,251.86 plus GST

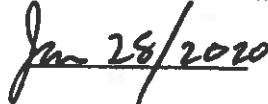
(2) The County agrees to pay the Town per cubic metre for water used during emergencies within the County as per the Town's Water Bylaw truck fill rate. Water used during firefighter training will not be invoiced for.

Sturgeon County and Towns of Bon Accord, Gibbons, Legal, and Redwater Quality Management Plan

This Quality Management Plan that includes
Schedule A – Scope and Administration,
Schedule B – Operational Requirements and
Schedule C – Technical Discipline Service Delivery Standards
has been accepted by the Administrator of Accreditation.



Administrator of Accreditation



Date



**Safety
Codes
Council**

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Schedule A

Scope and Administration

1.0 SCOPE OF ACCREDITATION

The *Municipalities of Sturgeon County, Towns of Bon Accord, Gibbons Legal and Redwater* herein referred to as "The Municipality" will administer the Safety Codes Act (Act) including the pursuant regulations and codes and standards, and Alberta Amendments that are in force and applicable in the following technical discipline(s) within their jurisdiction:

BUILDING	
<input checked="" type="checkbox"/>	All parts of the: National Building Code – 2019 Alberta Edition and the National Energy Code of Canada for Buildings 2017 as amended from time to time.
<input type="checkbox"/>	Only those parts of the National Building Code – 2019 Alberta Edition and the National Energy Code of Canada for Buildings 2017 as amended from time to time. pertaining to small buildings being 3 storeys or less in height, having a building area of 600m ² or less and used as major occupancies classified as Group C - residential, Group D - business and personal services, Group E - mercantile, or Group F2 and F3 - medium and low hazard industrial
ELECTRICAL	
<input checked="" type="checkbox"/>	All parts of the: • Canadian Electrical Code Part 1
<input checked="" type="checkbox"/>	• Alberta Electrical Utility Code
PLUMBING	
<input checked="" type="checkbox"/>	All parts of the: • National Plumbing Code of Canada, and • Alberta Private Sewage Systems Standard of Practice.
GAS	
<input checked="" type="checkbox"/>	All parts of the: • Natural Gas and Propane Installation Code, • Propane Storage and Handling Code, and • Compressed Natural Gas Fuelling Stations Installation Code. Excluding the: • Installation Code for Propane Fuel Systems and Tanks on Highway Vehicles, and • Natural Gas for Vehicles Installation Code Compressed Natural Gas.
FIRE	
<input type="checkbox"/>	All parts of the: • National Fire Code – 2019 Alberta Edition • Fire Investigation (cause and circumstance) Or
<input checked="" type="checkbox"/>	All parts of the: • National Fire Code – 2019 Alberta Edition except for those requirements pertaining to the installation, alteration, and removal of the storage tank systems for flammable liquids and combustible liquids, • Fire Investigations (cause and circumstance)
Fire Prevention Programs (optional)	
<input checked="" type="checkbox"/>	Public education

2.0 Quality Management Plan Administration

Municipalities of Sturgeon County, Towns of Bon Accord, Gibbons, Legal and Redwater

The Municipality is responsible for the administration, effectiveness and compliance with this Quality Management Plan (QMP).

The Municipality will provide permitting, inspection and compliance monitoring services through its own staff and/or one or more accredited agencies. The Municipality will ensure that sufficient personnel, both administrative and technical, will be available to meet obligations and respond to the workload as required for quality administration of the Act and all applicable regulations and codes and standards within, as required by this QMP. All services will be performed in compliance with this QMP, in an effective, timely, professional and ethical manner, and with impartiality and integrity while working co-operatively with owners and/or the owner's representative(s).

The Municipality recognizes that should the required services be provided by an accredited agency, the Municipality will ensure that a formal contract for services is in place. The Municipality understands that they are responsible to effectively manage the contract with the accredited agency to ensure that the accredited agency is adhering to the service delivery standards of the approved QMP of the Municipality. Contracts with accredited agencies will include a statement that ensures that all SCO's will have the right to work in atmosphere free of undue influence and hold the discretionary authority to perform their duties as outlined in the Act.

The Municipality will maintain an atmosphere that supports objective and unbiased decisions. All Safety Codes Officers (SCO's) working for the Municipality will have the ability and opportunity to independently make decisions relative to compliance monitoring, without undue influence of management, appointed or elected officials, or any other party.

The Municipality recognizes that the Safety Codes Council herein referred to as the "Council" or its representative may review/audit for compliance to this QMP, the Act, and Council policies. The Municipality will fully cooperate with the Council on matters that relate to the administration of the QMP including the review and audit process. The Municipality recognizes that the Council has full and unfettered access to all records of the Municipality relating to the provision of services under this QMP including the right to enter the Municipality premises at any reasonable time in order to inspect, review, audit, or retrieve such records. The Municipality will implement the recommendations of the reviewer/ auditor and the Administrator of Accreditation.

The Municipality, in the event that it ceases to administer the Act for any new thing, process, or activity to which the Act applies, will retain the responsibility for services provided under the Act while accredited, including the administration and completion of services for permits issued.

The Municipality has identified a QMP Manager who is responsible for the administration of the QMP.

The Municipality recognizes that failure to follow this QMP may result in suspension or cancellation of the Municipality's accreditation.

2.1 Personnel

The Municipality will employ, retain, or otherwise engage:

- SCOs who are appropriately certified and designated to carry out the provisions of the QMP, and
- persons knowledgeable with the Act, regulations, codes, standards, Council policies, and other applicable legislation relative to the services to be provided.

SCOs shall have authority and freedom of discretion to:

- provide safety codes consultation,
- review plans,
- issue permits,
- carry out an inspection for anything, process, or activity to which this Act applies for the purpose of ensuring compliance with the Act ,
- issue reports and correspondence,
- accept verification of compliance,
- review alternative solution proposals,
- issue variances,
- issue Orders,
- engage in enforcement action,
- conduct investigations,
- require professional engagement, and
- re-inspect.

A registry of all SCOs and permit issuers whether employed or through a contracted accredited agency, that provide services pursuant to this QMP will be maintained and made available to the Council or auditors upon request. This registry will include SCO certification level(s) and designation of powers.

The Municipality acknowledges the responsibilities of the SCOs and the requirement to obtain training to maintain SCO certification.

The Municipality will ensure that its employed SCOs will attend update training/development as required by the Council to maintain current SCO certification and competency including but not limited to changes in:

- the Act,
- regulations under the Act,
- codes and standards mandated by the Act,
- procedures under the Act,
- Council policies and directives,
- Administrator directives,
- assigned duties, and
- professional development.

The Municipality will ensure that all staff, SCOs, permit issuers, and contract personnel performing duties under the Act are aware of the content of this QMP and any revisions. The Municipality will ensure its officers, staff, SCOs, contracted personnel, and contracted accredited agencies have access to a copy of this QMP, the Act, and regulations. The Municipality will train its involved staff and SCOs in the requirements of this QMP, and maintain the training records on the employee file.

The Municipality will ensure that the employed SCO(s) and staff follow the QMP.

2.2 Freedom of Information and Confidentiality

The Municipality will ensure that all staff, SCOs, permit issuers, and contracted personnel preserve confidentiality with respect to all information and documents that come to their knowledge from their involvement with the administration of this QMP. The *Freedom of Information and Protection of Privacy Act R.S.A. 2000, c F-25* and its regulations apply to all information and records relating to, created, or collected under this QMP.

2.3 Council Levy

The Municipality will collect the Council levy for each permit or service provided under the Act, and remits the levy to the Council in the manner and form prescribed by the Council.

2.4 Records

The Municipality will maintain a file system for all records associated to administration of the Act and services provisions within the QMP including:

- permit applications and permits,
- plans, specifications, and other related documents,
- new home warranty verification as applicable,
- licensed residential bulder verification as applicable,
- plans review reports,
- requests for inspections and services,
- inspection reports,
- investigation reports including supporting documentation,
- verifications of compliance,
- variances including application and supporting documentation,
- orders,
- Permit Services Reports (PSRs),
- related correspondence,
- a registry of contracts that relate to the administration of the QMP including any contracts with accredited agencies, and
- all other information that may be related to the administration of the Act.

The Municipality will retain the files and records for a period no less than three (3) years in accordance to Council policy or in accordance to the Municipality's records retention policy, whichever is greater.

All records and other material related to the services provided under the administration of this QMP are the property of the Municipality. Any records where an accredited agency (s) was involved will be returned to the Municipality within a reasonable time of completion of the service or upon request of the municipality.

2.5 Revisions

Revisions to the Scope, Administration, or Service Delivery Standard require resolution from the Municipality's Council. Revisions to the Operational Requirements or applicable forms used require the acceptance by the Chief Administrative Officer responsible for this QMP. All revisions require approval by the Administrator of Accreditation.

The Municipality will:

- maintain a registry of the SCOs and contracted accredited agencies that have been provided with a copy of this QMP and amendments, and
- immediately distribute copies of approved amendments to all registered holders of this QMP.

2.6 Permits / Permissions Administration

The Municipality will collect all information required by the permit regulation and as outlined in the operational requirements section of this QMP.

Permissions for the purpose of administering the Act, is deemed to be the same as a permit.

2.7 Annual Internal Review

The Municipality will conduct an annual internal review to evaluate the compliance and effectiveness of the municipality, staff, and QMP with respect to the administration of the municipality's accreditation. At the conclusion of the internal review, the Municipality will provide to the Council a summary comprised of all findings of the review including any successes, areas for improvement, and the methodology used to achieve improvement or correction signed by the Chief Administration Officer and the designated QMP Manager.

The annual internal review will be submitted to the Council no later than the last day of March, reporting on the previous calendar year of safety codes administration.

2.8 Declaration of Status

The Municipality will ensure that any or all SCOs, staff, or officers, whether employed, retained or otherwise engaged by an accredited agency, will be an unbiased third party in any services provided under this QMP. This includes participation in any design, construction, installation or investigation activities for projects where they also provide compliance monitoring.

2.9 Municipality Agreement

The Municipality hereby provides/acknowledges agreement, commitment, and adherence to this QMP.



Signature – Chief Administrative Officer

Reagan McCullough, CAO

Name and title of Chief Administrative Officer

November 26/19

Date

rmccullough@sturgeoncounty.ca

Sturgeon County

Phone Number: 780-939-4321

2.9 Municipality Agreement

The Municipality hereby provides/acknowledges agreement, commitment, and adherence to this QMP.



Signature - Chief Administrative Officer

Joyce Pierce, CAO

Name and title of Chief Administrative Officer

Dec 5/19

Date

cao@bonaccord.ca

Town of Bon Accord

Phone Number: 780-921-3550

2.9 Municipality Agreement

The Municipality hereby provides/acknowledges agreement, commitment, and adherence to this QMP.



Signature – Chief Administrative Officer

Farrell O'Malley, CAO

Name and title of Chief Administrative Officer

2019-11-27

Date

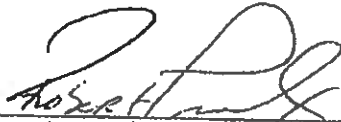
fomalley@gibbons.ca

Town of Gibbons

Phone Number: 780-923-3331

2.9 Municipality Agreement

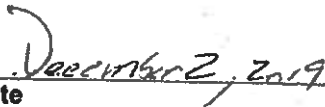
The Municipality hereby provides/acknowledges agreement, commitment, and adherence to this QMP.



Signature – Chief Administrative Officer

Robert Proulx, CAO

Name and title of Chief Administrative Officer



Date

rproulx@legal.ca

Town of Legal

Phone Number: 780-961-3773

2.9 Municipality Agreement

The Municipality hereby provides/acknowledges agreement, commitment, and adherence to this QMP.



Signature – Chief Administrative Officer

Larry Davidson, CAO
Name and title of Chief Administrative
Officer

November 27, 2019
Date

cao@redwater.ca
Town of Redwater
Phone Number: 780-942-3519

RECEIVED

NOV 29 2019

2.10 Municipality QMP Manager Information

<u>Arion de Klerk, Sr. Planning & Development Officer</u>	<u>adklerk@SturgeonCounty.ca</u>
Name and Title of QMP Manager	Email Address
<u>Sturgeon County</u>	<u>9613-100 Street, Noranville AB T8R 1L9</u>
Name of Municipality	Municipality Address
<u>780-939-8275</u>	<u>780-939-2076.</u>
Phone Number	Fax Number

2.11 Notices

Any correspondence with regard to this QMP will be forwarded to both the Chief Administrative Officer and the QMP Manager of the Municipality.

Schedule B

Operational Requirements

3.0 Operational Requirements

3.1 Scope of Services

The operational requirements establishes responsibilities and processes in order to provide compliance monitoring services under the Act, applicable regulations, and Council policy including as applicable but not limited to:

- code advice:
 - construction,
 - building upgrade programs,
 - development and implementation of fire safety plans, and
 - storage of dangerous goods.
- plans examinations:
 - new construction,
 - building upgrade programs,
 - residential secondary suites, and
 - fire safety plans with emphasis to addressing the risk to occupied residential buildings.
- permit/permission issuance:
 - construction,
 - renovations/alterations/reconstruction/demolition/additions, or other changes
 - occupancy permit
 - occupancy load certificates,
 - storage tank systems for flammable liquids and combustible liquids installation, alteration or removal, and
 - storage, purchase or discharge of fireworks.
- compliance inspections of work and occupancy:
 - construction,
 - renovations/alterations/reconstruction/additions,
 - occupancy loads and changes in occupancy,
 - fire safety plan practices with emphasis to addressing the risk to occupied residential buildings,
 - follow-up inspections of deficiencies and unsafe conditions,
 - post-occupancy of facilities identified, and
 - special or other activities addressed in the codes or at the discretion of the SCO.
- alternative solutions/variances,
- verification of compliance (VOC),
- collection and remittance of Council levies,
- issuance of Permit Services Reports,
- investigations, and
- maintain files and records.

3.2 Interdisciplinary Technical Coordination

An effective safety codes system requires cooperation between technical disciplines.

Where possible or appropriate, SCOs from all technical disciplines will discuss/interact in relation to:

- inspections,
- subdivision applications,
- development permits,
- plans reviews,
- occupancy permits,
- occupancy load certificates,
- enforcement,
- closure of files, and
- areas of mutual interest.

3.3 Orders

A SCO will issue and serve an order in accordance with the Act, the Administrative Items Regulation, and Council policy. Orders will be in the format prescribed by the Council. Upon compliance with an Order, a notice of compliance will be provided to the person(s) to whom the Order was served and to the Council.

A SCO will:

- prior to issuing an Order, first make every reasonable effort, including consultation with the QMP Manager or designate, to facilitate conformance with the Act,
- issue an Order if the SCO is of the opinion that all other reasonable efforts to obtain compliance with the act have failed,
- issue an Order in accordance with the Act, the Administrative Items regulation and Council policies,
- on issuance of an Order, immediately provide a copy to the Municipal QMP Manager or designate and the Council,
- a copy of the Order will be provided to the Council within 30 days of issuance,
- monitor the Order for compliance, and
- issue written acknowledgement of Order being satisfied to all parties to whom the originating Order was served and to the Council.

Orders may be appealed in accordance with the Act and Council policy.

The enforcement of an Order is the responsibility of the Municipality. It is the purview of the Municipality to escalate enforcement measures as necessary.

3.4 Emergency Situations

If a SCO is, on reasonable and probable grounds, of the opinion that there is an imminent serious danger to persons or property because of any thing, process or activity to which the Act applies or because of a fire hazard or risk of explosion, the SCO may take any action that they consider necessary to remove or reduce the danger.

3.5 Alternative Solutions / Variances

A SCO may review an alternative solution proposal and issue a site or instance specific variance from a code or referenced standard if the SCO is of the opinion that the alternative solution

proposal / variance provides approximately equivalent or greater safety performance with respect to persons and property as that provided for by the Act. An alternative solution proposal / variance will not remove or relax an existing rule, nor be intended to provide product approval.

An alternative solution proposal / variance will be issued in accordance with the Act and Council policy. An alternative solution proposal / variance will be in the format prescribed by the Council.

A request for a variance must:

- be made in writing,
- be signed by the owner or the owner's representative, and
- include support documentation that demonstrates that the variance requested provides equivalent or greater level of safety that is identified by the code, standard or regulation.

A SCO may only make a decision respecting an alternative solution proposal / variance after having thoroughly researched the subject matter.

A copy of an approved variance will be provided, within 10 days of issuance, to the:

- owner,
- contractor if applicable,
- Council, and
- the Municipality.

3.6 Permit Administration

3.6.1 Permit Applications

An application for a permit and any information required to be included with the application must be submitted in a form and in a manner satisfactory to the SCO and/or permit issuer. The application must include the following information:

- (a) state the use or proposed use of the premises,
- (b) clearly set forth the address or location at or in which the undertaking will take place,
- (c) the owner's name and contact information,
- (d) any further information as required to enable the SCO and/or permit issuer to determine the permit fee,
- (e) describe the undertaking, including information, satisfactory to the SCO and/or permit issuer, regarding the technical nature and extent of the undertaking,
- (f) set out the name, complete address, telephone number and evidence of credentials required of the permit applicant, together with the written or electronic signature of the permit applicant,
- (g) for a permit for the building discipline:
 - i. state the type of occupancy,
 - ii. set out the prevailing market value of the undertaking,
 - iii. if a structure is to be installed on a temporary basis, as determined by the permit issuer, state the period for which the structure will be installed,
- (h) include a method of payment of fees acceptable to the permit issuer,
- (i) include any further information that the SCO and/or permit issuer considers necessary, including the provision of:

- i. a site plan that shows the actual dimensions of the parcel of land and the location of the proposed undertaking in relation to the boundaries of the parcel of land and other buildings on the same parcel of land,
 - ii. copies of plans and specifications for the proposed undertaking,
 - iii. documentation required to verify information provided by the applicant, and
- (j) A Freedom of Information and Protection of Privacy Act (FOIPP) statement that meets the requirements of FOIPP as per the following example will be included on the permit application:

"The personal information provided as part of this application is collected under the Safety Codes Act and the Municipal Government Act and in accordance with the Freedom of Information and Protection of Privacy Act. The information is required and will be used for issuing permits, safety codes compliance verification and monitoring, and property assessment purposes. The name of the permit holder and the nature of the permit is available to the public upon request. If you have any questions about the collection or use of the personal information provided, please contact the Municipality."

3.6.2 Required terms of permit issuance

Permits will include the following information:

- a permit number or other unique identifier that has been assigned by the permit issuer to the undertaking,
- the date on which the permit is issued,
- the name of the owner and/ or the person to whom the permit has been issued,
- where the undertaking is to take place,
- a description of the undertaking or portion of the undertaking governed by the permit, and
- contain any other information that the SCO and/or permit issuer considers necessary.

3.6.3 Terms and Conditions of Permit

A permit may contain terms and conditions that include but are not limited to:

- requiring permission be obtained from the SCO before occupancy or use of the construction, process or activity under the permit,
- setting the date on which the permit expires,
- setting a condition that causes the permit to expire,
- setting the period of time that the undertaking may be occupied, used or operated,
- setting the scope of the undertaking being permitted,
- setting the location or locations of the undertaking being permitted,
- setting the qualifications of the person responsible for the undertaking and/or doing the work,
- requiring an identification number or label to be affixed to the undertaking, and
- requiring SCO approval be obtained before any part of the work or system is occupied, covered or concealed.

3.6.4 Annual Permits

An annual permit may be issued in the electrical, gas or plumbing discipline allowing the owner or operator of the premise to effect minor repairs, alterations or additions on the premises under the following conditions:

- a person who holds a trade certificate in the appropriate trade under the Apprenticeship and Industry Training Act carries out the undertaking,

- the permit does not entitle the owner or operator to effect major alternations or additions to the premise, and
- the owner or operator maintains on the premise an accurate record of all repairs for the previous 2 years and makes the records available to an SCO upon request.

The inspection time frame for an Annual Permit may not be extended.

3.6.5 Permit Expiry

A permit shall expire with the time period set in the Permit or in the absence of a different term set in the permit, in conformance with the Act and the Permit Regulation.

The Municipality shall upon a permit expiring:

- notify the owner and the permit applicant as indicated on the permit application by issuing the Permit Services Report, and
- close the permit recording the expiration in the records management system including the reason.

3.6.6 Permit Timeframe Extension

A SCO and/or permit issuer may on the written request of a permit holder extend a permit for a fixed period of time that the SCO and/or permit issuer considers appropriate. The application for timeframe extension must be received prior to the permit expiring.

3.6.7 Permit Services Report (PSR)

A PSR:

- will be used to complete and close a file,
- will be issued within 30 days of completing the compliance monitoring services as required in this QMP (completion of compliance monitoring services means; after the final or only required inspection, after acceptance of a verification of compliance (VOC) in lieu of an inspection when permitted, or after compliance with the no-entry policy with respect to the final or only required inspection), and
- be issued to the Owner (the Owner, for the purposes of this document means, in order of preference; the Owner of the project at the time the permit was purchased, at the time the compliance monitoring services were provided, or at the time the PSR was issued).

The Municipality or an SCO may:

- reactivate the file at any time, and
- inspect post permit closure and attach report to the permit.

The Municipality will not issue a PSR or close the file if there is an identified unsafe condition that has not yet been corrected.

3.6.8 Permit Refusal, Suspension, or Cancellation

A SCO may refuse, suspend or cancel a permit in conformance with the Act and the Permit Regulation.

The Municipality will upon refusal, suspension or cancellation of a permit:

- notify the owner and the permit applicant including the reason for the refusal, suspension or cancellation, and advise of the owner's right to appeal, and
- issue a PSR identifying the reason for the refusal, suspension or cancellation of the permit.

3.7 Site Inspections/Inspection Reports

Inspections will be conducted to determine and advise the owner of compliance to applicable codes and standards.

Inspections will:

- be conducted by a SCO,
- determine if the work, thing, or activity complies with the Act, regulations, and codes and standards,
- be conducted within the time frames noted in the discipline specific sections of this QMP,
- inspection services will be conducted within 5 working days of the requested inspection date, and
- be conducted at the stage(s) indicated in the discipline specific sections of this QMP, address the work of the inspection stage, any previously identified deficiencies, and any related work or condition observed.

An inspection report will be completed following the inspection and will include:

- permit number and Municipality file number (if applicable),
- discipline,
- Municipality name,
- owner name, address, phone number and email (if email is applicable),
- contractor name, address, phone number and email (if email is applicable),
- address of the inspection,
- date of the inspection,
- the stage(s) of work being inspected,
- a description of the applicable work in place at the time of inspection,
- all observed deficiencies including any condition where the work is incomplete, or does not comply with the Act or an associated code or regulation and in the opinion of the SCO is not an unsafe condition,
- all observed unsafe conditions including any condition that, in the opinion of the SCO, could result in property loss, injury, or death, and is not a situation of imminent serious danger, and
- all observed situations of imminent serious danger and the action taken by the SCO to remove or reduce the danger.

Inspection reports will:

- include name, signature, and designation number of the SCO conducting the inspection,
- be provided either electronically or hard copy to the permit applicant, contractor, and permit file; and if requested to the Owner, project consultant, Architect, or Consulting Engineers,
- document the corrected unsafe conditions through re-inspection(s) or VOC, and
- include all outstanding deficiencies from all inspection reports and plan reviews on the PSR.

For the purposes of this QMP:

- a deficiency is any condition where the work is incomplete, or does not comply with the Act, regulation or an associated code, and may include an unsafe condition(s),
- an unsafe condition is any condition that, in the opinion of the SCO, could result in injury, death, or property damage or loss, and may include a deficiency or a situation of imminent serious danger,
- a final inspection means an inspection conducted when the project or designated portion of the project, in the opinion of the SCO is sufficiently complete, safe, and compliant

- such that the owner can safely occupy or utilize the work for its intended use, and
- imminent serious danger is a condition that, in the opinion of the SCO will result in injury, death, or property damage or loss if the condition is not corrected in a timely manner.

A SCO may, in addition to the mandatory inspections stipulated in this QMP, conduct as many inspections as required to ensure that safety and compliance with the Act has reasonably been achieved.

3.8 No-Entry Policy

When a SCO is unable to gain entry to a site for a required inspection, the SCO will leave a notification on-site, or forward notification to the owner or permit applicant (as appropriate), advising of the inspection attempt and requesting that the Municipality be contacted to arrange for the site inspection.

If the Municipality does not receive a response within 30 days of notification, the Municipality notify the owner or permit applicant (as appropriate), a second notification requesting that the Municipality be contacted within 30 days to arrange for a site inspection.

If the Municipality is not contacted within 30 days of the second notification, the inspection stage may be considered a "no-entry" and counted as the required interim or final inspection. It will be noted on the Permit Services Report that a final inspection was not conducted and the file will be closed.

3.9 Verification of Compliance (VOC)

A SCO, at their discretion, may accept a VOC in place of an inspection for an identified deficiency or noncompliance. The re-inspection may:

- follow-up on noted deficiencies or unsafe conditions on a site inspection report, or
- in lieu of a site inspection when permitted in this QMP (eg. labelled mobile home siting, minor residential improvements).

A VOC will include the:

- identification of the document as a VOC,
- address of where the VOC is being applied for,
- permit number and discipline,
- name and title of the person who provided the VOC and how it was provided (i.e. written assurance, verbal assurance (with written documentation), site visit by designate, photographs, etc.),
- date accepted by the SCO, and
- signature and designation number of the SCO.

3.10 Investigation of an Unsafe Condition, Accident, or Fire

A SCO may investigate an unsafe condition, or accident to determine its cause and circumstance and make recommendations related to safety.

In relation to the fire discipline, an SCO will investigate the cause, origin, and circumstance of every fire in which a person dies or suffers injury that requires professional medical attention or in which property is damaged or destroyed.

When investigating an unsafe condition, or accident, or fire, a SCO has the authority to exercise the powers under the Act and close all or part of the affected premise for a period of 48 hours or for a period authorized by a justice to prevent injury or death or to preserve property while conducting

an investigation.

No person shall remove or interfere with anything in, on or about the place where the unsafe condition, accident or fire occurred until permission has been granted by a SCO, unless it is necessary to do so to prevent death or injury, to protect property or to restore service.

A SCO who conducts an investigation will submit a copy of the report to an Administrator and provide a summary of the investigation to the Council.

Schedule C

Technical Discipline Service Delivery Standards

4.0 Technical Discipline Service Delivery Standards

4.1 Schedule C.1 BUILDING

Building Permits

The Municipality will, **prior** to permit issuance:

- obtain construction documents including plans and specifications as outlined in the National Building Code – 2019 Alberta Edition and the National Energy Code of Canada for Buildings 2017 as amended from time to time.
- obtain any letters or schedules required to be provided by the National Building Code – 2019 Alberta Edition and the National Energy Code of Canada for Buildings 2017 as amended from time to time.,
- conduct a preliminary review of the construction documents to determine if professional involvement is required or if there are any potentially significant code compliance issues,
- review applicable information on land conditions eg. Sub strata, soil conditions, water table,
- obtain documents with the seal and signature of a registered architect and/or professional engineer(s), when required by the National Building Code – 2019 Alberta Edition and the National Energy Code of Canada for Buildings 2017 as amended from time to time.,
- obtain New Home Warranty verification where applicable, and
- obtain a hotworks permit, where applicable.

Construction Document Review

The Municipality will, not more than 15 days after permit issuance:

- complete a review of the construction documents in accordance with the requirements of the National Building Code – 2019 Alberta Edition and the National Energy Code of Canada for Buildings 2017 as amended from time to time.,
- prepare a Plans Review Report,
- provide the Plans Review Report to the permit applicant and/or the contractor, and the Municipality's file and if requested, to the owner, project consultant, architect, or consulting engineers, and
- provide one set of the examined construction documents to the permit applicant for retention and review at the project site, and retain one set on the Municipality's file.

The Municipality will, prior to construction, alteration or demolition operations, obtain in writing, a fire safety plan for the project site.

Compliance Monitoring on Projects requiring Professional Involvement

The Municipality will:

- collect and maintain on file, required schedules, and/or a letter(s) of compliance from the professional architect or engineer when a part(s) of the building requires a professional architect or engineer, and
- collect and maintain on file all schedules and letters of compliance required in accordance with the National Building Code – 2019 Alberta Edition and the National Energy Code of Canada for Buildings 2017 as amended from time to time. when the registered professional architect and/or engineer involvement is required for the work covered under a permit.

Building Site-Inspections

A Building SCO will conduct site inspections at the stages indicated in the following tables:

Site Inspection Stages for Part 9 Buildings Not Requiring Overall Professional Involvement

Type Of Project	Type of Building & Major Occupancy	Minimum # of Inspections	Inspection Stage
New Construction, OR Alteration, addition, renovation, reconstruction, change in occupancy, minor work (with a value of not more than \$50,000)	All	1	<ul style="list-style-type: none"> o at any stage OR <ul style="list-style-type: none"> o within 1 year from permit issuance
Demolition	All	1	<ul style="list-style-type: none"> o at any stage within 1 year from permit issuance
New Construction OR Alteration, addition, renovation, reconstruction, change of occupancy, (with a value of work of more than \$50,000)	Single & Two Family Dwellings (Group C)	3	<ul style="list-style-type: none"> o complete foundation (prior to backfill) AND <ul style="list-style-type: none"> o solid or liquid fuelled appliance(s), building envelop, and framing (prior to covering up with insulation and vapour barrier) OR <ul style="list-style-type: none"> o building envelope including insulation and vapour barrier (prior to drywall) AND <ul style="list-style-type: none"> o final, including HVAC completion within 2 years of permit issuance
New Construction OR Alteration, addition, renovation, reconstruction, change of occupancy, (with a value of work of more than \$50,000)	Multi-family Residential, Townhouses, Small Apartments (Group C)	3	<ul style="list-style-type: none"> o complete foundation (prior to backfill) AND <ul style="list-style-type: none"> o solid or liquid fuelled appliance(s), building envelop, and framing (prior to covering up with insulation and vapour barrier) OR <ul style="list-style-type: none"> o building envelope including insulation and vapour barrier (prior to drywall) AND <ul style="list-style-type: none"> o final, including fire alarm and HVAC completion within 2 years of permit issuance
New Construction OR Alteration, addition, renovation, reconstruction, change of occupancy, (with a value of work of more than \$50,000)	Business & Personal Services, Mercantile, Med. & Low Hazard Industrial (Group D, E, F2, F3)	3	<ul style="list-style-type: none"> o complete foundation (prior to backfill) AND <ul style="list-style-type: none"> o building envelope and HVAC rough-in OR <ul style="list-style-type: none"> o framing, structure, and building envelop (prior to insulation and vapour barrier) AND <ul style="list-style-type: none"> o final, including HVAC completion within 2 years of permit issuance

Site Inspection Stages, Part 3 Buildings Not Requiring Overall Professional Involvement

Type Of Project	Major Occupancy	Minimum # of Inspections	Inspection Stages
Alteration, addition, renovation, reconstruction, change in occupancy, minor work (with a value of not more than \$50,000)	All	1	<ul style="list-style-type: none"> ○ at any stage OR ○ within 1 year of completion
Demolition	All	1	<ul style="list-style-type: none"> ○ at any stage within 1 year of permit issuance
New Construction OR Alteration, addition, renovation, reconstruction, change of occupancy with a value of work more than \$50,000 and less than \$200,000)	All	2	<ul style="list-style-type: none"> ○ *foundation OR ○ *framing, structure OR ○ *HVAC rough-in OR ○ *fire suppression systems OR ○ *fire alarm system OR ○ *HVAC completion OR ○ *interior partitioning OR ○ Medical Gas rough in AND ○ *final within 2 years of permit issuance <p>* NOTE: Any of these site inspections may be combined when it's reasonable to do so, and if site conditions permit.</p>
New Construction OR Alteration, addition, renovation, reconstruction, change of occupancy (value of work more than \$200,000)	All	3	<ul style="list-style-type: none"> ○ *foundation OR ○ *framing, structure OR ○ *HVAC rough-in OR ○ *fire suppression systems OR ○ *fire alarm system OR ○ *HVAC completion OR ○ *interior partitioning OR ○ Medical Gas rough in AND ○ *final within 2 year of permit issuance <p>* NOTE: Any of these site inspections may be combined when it's reasonable to do so, and if site conditions permit.</p>

Site Inspection Stages, Part 3 or 9 Buildings Requiring Overall Professional Involvement

Type Of Project	Major Occupancy	Minimum # of Inspections	Inspection Stages
Alteration, addition, renovation, reconstruction, change in occupancy, minor work (with a value of not more than \$50,000)	All	1	<ul style="list-style-type: none"> o at any stage OR o within 1 year of permit issuance
Demolition	All	1	<ul style="list-style-type: none"> o at any stage within 1 year of permit issuance
New Construction OR Alteration, addition, renovation, reconstruction, change of occupancy (value of work more than \$50,000 and less than \$200,000)	All	2	<ul style="list-style-type: none"> o interim inspection at approximately the mid-term of the work AND o final within 2 years of permit issuance
New Construction OR Alteration, addition, renovation, reconstruction, change of occupancy (value of work more than \$200,000)	All	3	<ul style="list-style-type: none"> o *foundation OR o *framing, structure OR o *HVAC rough-in OR o *fire suppression systems OR o *fire alarm system OR o *HVAC completion OR o Interior Partitioning OR o Medical Gas rough in AND o *final within 2 years of permit issuance <p>* NOTE: Any of these site inspections may be combined when it's reasonable to do so, and if site conditions permit.</p>

In conjunction with / exceptions to with the above tables:

Site Inspection of labelled mobile home siting will consist of at least one on-site inspection within 180 days of permit issuance.

Site Inspection of Part 10 buildings will consist of at least one on-site inspection within 30 days of final set-up stage.

Site Inspection of Solid or Liquid Fuelled Heating Appliances (under separate permit) will consist of at least one on-site inspection, prior to covering, within 180 days of permit issuance.

Site Inspection of Mechanical, Heating, or Ventilation Systems (under separate permit) will consist of at least one on-site inspection at the completion stage, prior to covering, within 180 days of permit issuance.

Site Inspection of Vendors that advertise, display, or offer for sale, things to which the Act applies will consist of inspecting upon complaint or concern.

Site Inspection of Manufacturers will be conducted as per the permit inspection schedule for permitted work; or initiate the compliance and enforcement process for work not permitted or under other safety codes administration such as accredited corporation monitoring, a Standards Council of Canada program, a provincial government manufacturing program, or an international agreement, where the work is within scope of safety codes requirements.

4.2 Schedule C.2 ELECTRICAL AND ELECTRICAL UTILITY

Electrical Permits

The Municipality will issue Electrical Permits.

Construction Document Review

A SCO and/or a permit issuer may, as a condition of the permit, require the permit applicant to submit construction documents (including plans and specifications) describing the work for any proposed electrical installation.

Electrical Site-Inspections

An Electrical SCO will conduct site inspections at the stages indicated in the following table:

Site Inspections for Electrical Installations

Type of Project	Minimum # of Inspections	Inspection Stages
Public Institutions, Commercial, Industrial, Multi-Family Residential (with value of work over \$10,000)	2	<ul style="list-style-type: none">rough-in inspection (prior to cover-up) AND <ul style="list-style-type: none">final inspection at substantial completion of work described on the permit within 2 years of permit issuance
Public Institutions, Commercial, Industrial, Multi-Family Residential (with value of work \$10,000 or less)	1	<ul style="list-style-type: none">rough in inspection or final inspection, within 1 year of permit issuance
Single Family Residential or Farm Buildings (with value of work over \$2,500)	2	<ul style="list-style-type: none">completed rough-in inspection (prior to cover-up) AND <ul style="list-style-type: none">final inspection at substantial completion of work described on the permit within 2 years of permit issuance
Single Family Residential or Farm Buildings (with value of work \$2,500 or less)	1	<ul style="list-style-type: none">final inspection, within 180 days of completed work
Skid Units, Relocatable Industrial Accommodation, Oilfield Pump-jacks, Temporary Services	1	<ul style="list-style-type: none">rough-in inspection (prior to cover-up) OR <ul style="list-style-type: none">final inspection within 180 days of permit issuance, including all additional wiring for Relocatable Industrial Accommodation and Manufactured Housing
Annual Permit (for minor alterations/additions conducted on one site)	2	<ul style="list-style-type: none">mid- term inspectionfinal inspection, within 60 days of expiry of permit

Site Inspection of Vendors that advertise, display, or offer for sale, things to which the Act applies will consist of inspecting upon complaint or concern.

Site Inspection of Manufacturers will be conducted as per the permit inspection schedule for permitted work; or initiate the compliance and enforcement process for work not permitted or under other safety codes administration such as accredited corporation monitoring, a Standards Council of Canada program, a provincial government manufacturing program, or an international agreement, where the work is within scope of safety codes requirements.

4.2.1 Electrical Utility

Where applicable, the Municipality will act in accordance with the *Alberta Electrical Utility Code* for the installation and maintenance of electrical utility systems.

Construction Document Review

Prior to construction, a SCO, with will review design documents and construction drawings applicable to the new installation of utility systems.

Standard designs for construction will be required to be reviewed on an ongoing basis to ensure that compliance is continually being achieved with applicable electrical system designs and regulation for the new installation of utility systems.

A plans review would not normally apply for work done in accordance with existing drawings, standards and design. A plans review may be waived, at the discretion of the SCO, for minor alteration or renovation of utility systems.

A SCO may review design drawings which are not based on a standard design previously approved to ensure that compliance with applicable codes and standards are being achieved.

Maintenance of Utility Systems includes but is not limited to poles, substations and overhead/ underground systems.

Electrical Utility System Site Inspections

A Group B Electrical SCO will conduct site inspections, in accordance with the following table:

Site Inspections for Electrical Utility Systems

Distribution (Dollar values based on project cost)	Minimum percentage of completed projects to be inspected
Less than \$75K	30%
Greater than \$75K, less than \$500K	50%
Greater than \$500K	100%
Transmission and Substations	
Less than \$200K	50%
Greater than \$200K	100%

For construction that is based on a custom design, is not repetitive in nature and not based on standard designs and that have been signed by a Professional Engineer, the frequency of inspections shall be 30%.

The installations selected for site inspection will be selected at the discretion of the SCO. The SCO will consider the following elements when selecting installations for site inspections:

- urban verses rural construction,
- customer type i.e. industrial, commercial, farm, residential,
- system upgrades,
- geographic location and terrain, i.e. service area, forest, prairie,
- construction crews involved, and
- facility risks.

The purpose for considering these elements is to provide for a thorough sample of the annual construction projects completed by the municipality.

4.3 Schedule C.3 PLUMBING

Plumbing Permits

The Municipality will issue Plumbing permits.

Construction Document Review

A SCO and/or a permit issuer may, as a condition of the permit, require the permit applicant to submit construction documents including plans and specifications describing the work for any proposed plumbing installation.

Plumbing Site-Inspections

A Plumbing SCO will conduct site inspections at the stages indicated in the following table:

Site Inspections for Plumbing Installations

Installation Type	Minimum # of Inspections	Plumbing Installation Stage
Public Institutions, Commercial, Industrial, Multi-Family Residential (with more than 5 fixtures)	2	<ul style="list-style-type: none">rough-in below grade prior to covering OR <ul style="list-style-type: none">rough-in above grade prior to covering AND <ul style="list-style-type: none">final inspection at substantial completion of work described on the permit within 2 years of permit issuance
Public Institutions, Commercial, Industrial, Multi-Family Residential (with 5 fixtures or less)	1	<ul style="list-style-type: none">rough-in below grade prior to covering OR <ul style="list-style-type: none">rough-in above grade prior to covering OR <ul style="list-style-type: none">final inspection at substantial completion of work described on the permit within 2 years of permit issuance
Single Family Residential or Farm Buildings new construction (or alteration, addition, or renovation with more than 5 fixtures)	2	<ul style="list-style-type: none">completed rough-in below grade OR <ul style="list-style-type: none">completed rough-in above grade prior to covering (within 180 days of permit issuance) AND <ul style="list-style-type: none">final inspection at substantial completion of work described on the permit within 2 years of permit issuance
Single Family Residential or Farm Building alteration, addition, or renovation (with 5 fixtures or less)	1	<ul style="list-style-type: none">final inspection at substantial completion of work described on the permit within 2 years of permit issuance
Annual Permit	2	<ul style="list-style-type: none">mid-term inspection AND <ul style="list-style-type: none">final inspection at substantial completion of work described on the permit within 2 years of permit issuance
Private Sewage Disposal Systems	1	<ul style="list-style-type: none">site inspection completed prior to covering.

Site Inspection of Vendors that advertise, display, or offer for sale, things to which the Act applies will consist of inspecting upon complaint or concern.

Site Inspection of Manufacturers will be conducted as per the permit inspection schedule for permitted work; or initiate the compliance and enforcement process for work not permitted or under other safety codes administration such as accredited corporation monitoring, a Standards Council of Canada program, a provincial government manufacturing program, or an international agreement, where the work is within scope of safety codes requirements.

Permits for Private Sewage Disposal Systems

The Municipality will issue permits for Private Sewage Disposal System installations.

Permit Issuance for Private Sewage Disposal Systems

The Municipality will, prior to permit issuance require the permit applicant to provide all relevant installation details including:

- a site plan,
- the expected volume of sewage per day,
- the criteria used to determine the expected volume of sewage per day,
- description and details of all sewage system treatment and effluent disposal component(s), and
- details of the method(s) used to determine the soil effluent loading rate, including the results of the method(s) and who they were conducted by, and the depth to the water table if less than 2.4 m from ground surface.

A Plumbing Group B SCO will complete a review of the permit application information for compliance with the Private Sewage Disposal System regulations prior to permit issuance.

Private Sewage Disposal System Site Inspections

A Plumbing Group B SCO will conduct a minimum of one site inspection prior to covering.

4.4 Schedule C.4 GAS

Gas Permits

The Municipality will issue Gas Permits.

Construction Document Review

A SCO and/or a permit issuer may, as a condition of the permit, require the permit applicant to submit construction documents including plans and specifications describing the work for any proposed gas installation.

Gas Site-Inspections

A Gas SCO will conduct site inspections at the stages indicated in the following table:

Site Inspections for Gas Installations

Installation Type	Minimum # of Inspections	Gas Installation Stages
Public Institutions, Commercial, Industrial, Multi-Family Residential	2	<ul style="list-style-type: none">rough-in AND <ul style="list-style-type: none">final inspection at substantial completion of work described on the permit within 2 years of permit issuance
Single Family Residential or Farm Buildings	2	<ul style="list-style-type: none">rough-in AND <ul style="list-style-type: none">final inspection at substantial completion of work described on the permit within 2 years of permit issuance
Single Family Residential accessory buildings, or any use alteration, addition, renovation, or reconstruction	1	<ul style="list-style-type: none">final inspection at substantial completion of work described on the permit within 2 years of permit issuance
Temporary Heat Installations (under separate permit), temporary services	1	<ul style="list-style-type: none">final inspection at substantial completion of work described on the permit within 2 years of permit issuance
Annual Permit	2	<ul style="list-style-type: none">mid-term inspection AND <ul style="list-style-type: none">final inspection at substantial completion of work described on the permit within 2 years of permit issuance

Site Inspection of Vendors that advertise, display, or offer for sale, things to which the Act applies will consist of inspecting upon complaint or concern.

Site Inspection of Manufacturers will be conducted as per the permit inspection schedule for permitted work; or initiate the compliance and enforcement process for work not permitted or under other safety codes administration such as accredited corporation monitoring, a Standards Council of Canada program, a provincial government manufacturing program, or an international agreement, where the work is within scope of safety codes requirements.

4.5 Schedule C.5 FIRE

Fire Permits/Permissions

The Municipality will issue permits/permissions and occupant load certificates.

Fire Inspections

A Fire SCO will conduct on-site inspections in accordance to the one of the following inspections frequency methods as chosen by the Municipality.

<u>Activity / Project</u>	<u>Type of use, occupancy, sites, or work</u>	<u>Inspection Frequency Range</u> <u>(May be by occupancy or individual unit)</u> <u>(Where indicated 1 inspection frequency must be chosen)</u>
Fire Safety Plan implementation and practices	All new construction, alteration, addition, renovation, reconstruction demolition, or removal	1 site inspection where a risk to occupied residential building(s) has been identified within 90 days of permit issuance. 1 post demolition inspection to be conducted
Compliance Inspections	Special Events or Sites	Once per event
	Group A, Division 1 Assembly	On request or complaint
	Group A, Division 2 Assembly	On request or complaint
	Group A, Division 3 Assembly	On request or complaint
	Group A, Division 4 Assembly	On request or complaint
	Group B, Division 1 Care or Detention	On request or complaint
	Group B, Division 2 Care or Detention	On request or complaint

	Group C Residential – 1 to 5 family	On request or complaint
	Group C Residential – 5 to 12 family	On request or complaint
	Group C Residential – 12 to 25 family	On request or complaint
	Group C Residential – 25 and more family	On request or complaint
	Group D	On request or complaint
	Group E	On request or complaint
	Group F, Division 1	On request or complaint
	Group F, Division 2	On request or complaint
	Group F, Division 3	On request or complaint

Definitions:

- 1) ***On request or complaint*** - the process as defined by municipal operational policy.
- 2) ***Once every month*** - a specific day is set which shall apply in each month for each occupancy or site to be inspected. An inspection conducted within 7 days of this set date is deemed to have met with the quantitative intent of this QMP.
- 3) ***Once every 6 months*** - a specific day is set which shall apply in each 6th month for each occupancy or site to be inspected. An inspection conducted within 30 days of this set date is deemed to have met with the quantitative intent of this QMP.
- 4) ***Once every 12 months*** - a specific day is set which shall apply in each 12th month for each

occupancy or site to be inspected. An inspection conducted within 60 days of this set date is deemed to have met with the quantitative intent of this QMP.

- 5) **Once every 24 months** - a specific day is set which shall apply in each 24th month for each occupancy or site to be inspected. An inspection conducted within 60 days of this set date is deemed to have met with the quantitative intent of this QMP.

Fireworks

The Municipality will issue permits for:

- vendor,
- purchase,
- possession,
- handling, and
- discharge.

The Fire SCO will, prior to issuing a permit:

- respecting the purchase, possession, handling, discharge, fire or set-off; obtain from the applicant written confirmation that the person:
 - will conduct activities in accordance with safe practices outlined in the Alberta Fire Code, and
 - is of at least 18 years of age.
- respecting sales, obtain from the owner of the retail business, written confirmation that the business:
 - holds a valid municipal business license or confirmation of ownership of the business when the municipality does not require business to hold such license,
 - employees handling fireworks for sale are of at least 18 years of age,
 - manufacturers instructions are posted at the sales location and provided with each sale,
 - record of each sale is retained for examination by the Fire SCO, and
 - stores fireworks in conformance with Part 3 of the Alberta Fire Code.

On issuance of the permit, the SCO will sign the permit with their certification or DOP number on the permit.

Hotworks

Hotworks will be addressed through the issuance of a Hotworks Permit by the municipality or be addressed in the Construction Fire Safety Plan. Hotworks information will include the location, type of work to be undertaken, mitigation to risk that will be undertaken, and any other information the safety codes officer may require.

Construction Fire Safety Plans (including demolition)

An accepted Fire Safety Plan will be in place for each permitted construction or demolition undertaking.

The Municipality will review:

- construction and demolition plans for fire safety, and
- risk to occupied residential buildings.

A Fire Safety Plan will include:

- the responsibility of workers,
- emergency procedures,
- control of hazards,
- maintenance of firefighting measures, and

- the acceptance of the Fire Safety Codes Officer having jurisdiction.

The accepted Fire Safety Plan will be posted in a visible location on the work site.

Fire Investigations

Investigations will be conducted by a Fire SCO to determine the, cause, circumstance and origin of every fire in which a person dies or suffers injury that requires professional medical attention or in which property is damaged or destroyed. The results of each investigation will be reported to the Fire Commissioner in accordance with the Administrative Items Regulation. A Fire SCO may arrange for any additional municipal, law enforcement, agency, or other resources as required assisting in an investigation including representatives from the Fire Commissioner's Office. In the event of a fire resulting in a death or where arson is suspected, the investigation will include immediate notification to the Alberta Fire Commissioner's Office. Fire Investigation report files require completeness and may be retained indefinitely.

A records management system will be maintained containing the following information:

- dispatch or run sheets,
- fire Incident Field Notes,
- casualty Field Notes (if applicable),
- wildfire Notes (if applicable),
- evidence Form,
- vehicle Fire Field Notes (if applicable),
- photographs and a Photograph Log,
- structure Fire Notes,
- firefighter Statements,
- witness Statements, and
- consent to Search (if applicable)

Fire Investigations will include the following information:

- file number,
- location of fire,
- date of fire,
- date of investigation,
- building / property use,
- cause of fire,
- origin of fire,
- value of loss,
- name and designation number of SCO conducting the investigation,
- comments, and
- date of completion/sign off.

Fire Prevention Programs

Fire Prevention Programs will include but are not limited to public awareness and consultative services orientated to assisting one or more of the following:

- individuals,
- business, and
- industry

in understanding and providing effective Fire Safety Plans.

The Municipality will support and provide one or more but is not limited to the following educational programs annually:

- school curriculum,
- minority focused programs,
- seniors programs,

- community education, and
- other programs such as but not limited to:
 - Risk Watch (an injury prevention program),
 - Getting to Know Fire (fire educator lesson plans),
 - Seniors Fire Safety Programs,
 - Juvenile Firesetter Intervention Program,
 - Fire Smart, and
 - Shelter-in-Place.



TOWN OF BON ACCORD
REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	February 01 st , 2022
Presented by:	Jodi Brown Town Manager/CAO
Title:	2022 Public Engagement Sessions
Agenda Item No.	8.4

BACKGROUND/PROPOSAL

During the January 18th, 2022, Regular Meeting of Council, Administration was directed to schedule public engagement sessions every 3 months and to investigate a policy for public engagement sessions with options for in-person or virtual.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

Recommendations:

Option 1:

- Title: Council Community Connections
- Quarterly Event Dates: January, March, June, and September
- Day/Time: 2nd Thursday of the designated month at 7:00 pm (unless otherwise determined by Council).
- Location: Either an in-person venue or may be virtual as determined by Council during the process to approve the event plan.

The recommended dates for the 2022 sessions under Option 1 are as follows:

- Thursday, March 08th at 7:00 PM: Virtual or Town Office or Community Space
- Thursday, June 09th at 7:00 PM: Centennial Park (In-Person)
- Thursday, Sept. 08th at 7:00 PM: Possibly hold during Meet the Community Night

Option 2:

Note, there have been previous discussions about holding the public engagement events prior to an evening Council meeting. This is an option, and the dates would be adjusted as below:

- Tuesday, March 01st: 5:30-6:45 PM Virtual or Town Office or Community Space
- Tuesday, June 07th: 5:30-6:45 PM Virtual or Town Office or Community Space
- Tuesday, Sept. 06th: 5:30-6:45 PM Virtual or Town Office or Community Space

As per the Public Participation Policy, Administration will develop a plan for each event for approval by Council. Plans may include topics for discussion as was done at the June 2021 event (see enclosed public communication from this event).

Policy Options:

The Town already has a Public Participation Policy that requires Administration to bring forward plans for public engagement initiatives (enclosed and updated with new format and minor revisions).

It is best to limit the number of policies dealing with one focus area where possible to avoid redundancy and conflicting statements between policies.

Administration recommends conducting a review of this policy including updating the policy format to the new format and making some adjustments to the wording for clarity in a few places as shown in the draft document enclosed.

A more in-depth policy review is needed to address the items of note in the policy that we are currently not doing regularly and to include the quarterly public engagement sessions.

This policy review has been included on the Briefing Committee Meeting Agenda.

STRATEGIC ALIGNMENT

Town Vision, Mission Statement, and Values:

TRANSPARENCY – open and accountable to our residents and encourage open communications.

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

Annual Budget

RECOMMENDED ACTION (BY ORIGINATOR)

That Council approve one of the following options:

1. That Council direct Administration to develop plans for Council Community Connections Events on _____ (dates) at or from _____ (time) for Council approval and further that Council direct Administration to conduct a review of the Public Participation Policy and bring forward any recommended changes to Council for approval.
2. That Council direct Administration to...

COUNCIL & COMMUNITY



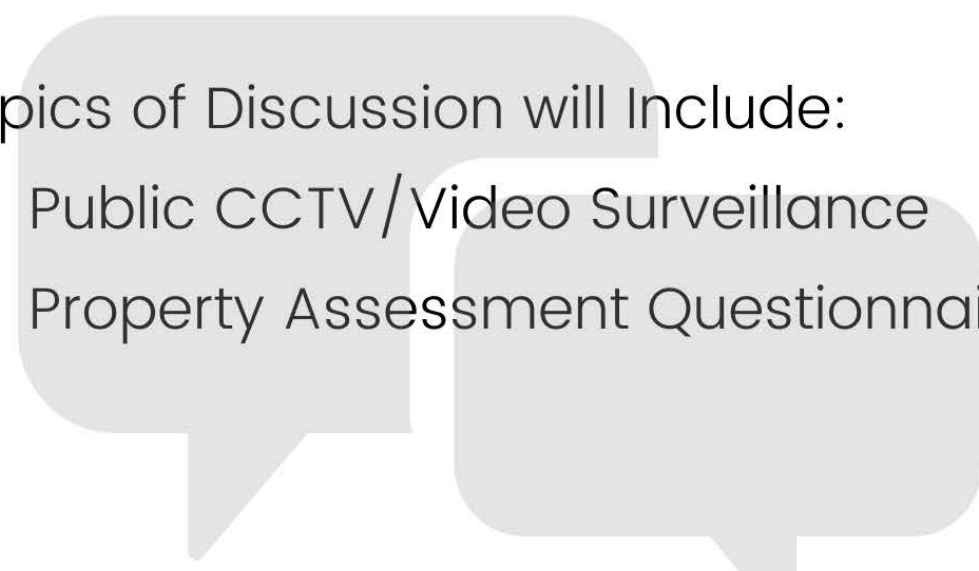
PUBLIC ENGAGEMENT SESSION

Centennial Park

Thursday, June 24, 2021

7:00 p.m.

Topics of Discussion will Include:

- Public CCTV/Video Surveillance
 - Property Assessment Questionnaires
- 

bring your own seating

PUBLIC PARTICIPATION

SECTION: Administration / Council

DEPARTMENT: Administration

COUNCIL APPROVAL DATE: July 3, 2018

POLICY STATEMENT

Council and Administration recognize that quality Public Participation is a critical component of good governance and as such, adequate resources will be allocated and the appropriate level of Public Participation undertaken. The Town is committed to Public Participation activities that are founded on the following principles:

- **Shared Responsibilities and Commitment:** Public Participation leads to better decisions and is a shared responsibility of Council, Administration and the community.
- **Transparent and Accountable:** The Town communicates clearly and openly about Public Participation opportunities, ~~and its processes, and provides~~ **providing** factual and evidence-based information. It shares the outcomes of Public Participation, including how the information was used in the decision-making process and makes decisions in the best interest of the community.
- **Inclusive and Accessible:** The Town endeavors to provide opportunities for Public Participation that take into account the diversity of needs, abilities and viewpoints of the members of the community.
- **Appropriate and Responsive:** Public Participation activities need to be appropriate to the stated goals, and reflective of the varied preferences and needs of community members for receiving and sharing information.
- **Evaluation and Continual Improvement:** Public Participation is a dynamic and evolving process that needs ~~frequent continuous~~ evaluation and adjustment to continuously improve and address the changing needs of the community.

PURPOSE

In accordance with Section 216.1 of the Municipal Government Act, this Public

Participation Policy has been developed to recognize the value of Public Participation and create opportunities for meaningful Public Participation in decisions that directly impact the public.

SCOPE

This policy will be enacted on a case-by-case basis.

DEFINITIONS

“Town Manager” means the chief administrative officer of the Municipality or their delegate.

“Municipal Stakeholders” means the residents of the Municipality, as well as other individuals, organizations, or persons that may have an interest in, or are affected by, a decision made by the Municipality.

“Municipality” means the Town of Bon Accord.

“Public Participation” includes a variety of non-statutory opportunities where Municipal Stakeholders receive information and/or provide input to the Municipality.

“Public Participation Plan” means a plan which identifies which Public Participation Tools to be used to obtain public input in a particular circumstance.

“Public Participation Tools” means the tools that may be used, alone or in combination, to create Public Participation opportunities including, but not limited to:

- In-person participation which may include at-the-counter interactions, door-knocking, interviews, meetings, round-tables, town halls, open houses and workshops;
- Digital participation which may include online workbooks, chat groups, webinars, message boards/discussion forums, and online polls or surveys;
- Written participation which may include written submissions, email, and mail-in surveys, polls and workbooks; and
- Representative participation which may include being appointed to an advisory committee, ad hoc committee, or citizen board.

COUNCIL RESPONSIBILITIES

Council shall:

1. Review and approve Public Participation Plans developed by the Town Manager in accordance with this policy or as directed by Council;
2. Consider input obtained through Public Participation; ~~and~~
3. Review this policy to ensure the policy complies with all relevant legislation, municipal policies, and the spirit and intent of Public Participation;
4. Ensure appropriate resources are available to solicit Public Participation in accordance with this policy;
5. Promote and support Public Participation; ~~and~~
6. Request and review information from the Town Manager on the scope, timing, appropriate methods and resources required for Public Participation prior to directing the development of a Public Participation Plan.

ADMINISTRATION RESPONSIBILITIES

The ~~CAO~~ **Town Manager** shall:

1. In accordance with this policy or as directed by Council, develop Public Participation Plans, for Council approval;
2. Implement approved Public Participation Plans; ~~and~~
3. Report the findings of the Public Participation to Council;
4. Consider timing, resources and engagement when developing and modifying Public Participation Plans;
5. Evaluate the effectiveness of the Public Participation Plan and the Public Participation Tools used in a particular circumstance;
6. Communicate to Council and the public, when appropriate, the effectiveness of a Public Participation Plan and the Public Participation Tools used;
7. Develop the necessary procedures to implement this policy; ~~and~~
8. Assess this policy and make recommendations to Council about the Public Participation and resourcing.

PUBLIC PARTICIPATION OPPORTUNITIES

The ~~CAO~~ **Town Manager** shall develop and implement a Public Participation Plan in the following circumstances:

1. When new programs or services are being established;
2. When existing programs and services are being renewed;
3. When identifying Council priorities;
4. When gathering input or formulating recommendations with respect to budget;
5. When gathering input or formulating recommendations with respect to the Municipality's strategic plans or business plans;
6. When gathering input or formulating recommendations with respect to the Municipality's capital plan and/or financial plan; **and**
7. As otherwise directed by Council.

POLICY EXPECTATIONS

1. Legislative and Policy Implications

- a. All Public Participation will be undertaken in accordance with the Municipal Government Act, the Freedom of Information and Protection of Privacy Act and any other applicable legislation.
- b. All Public Participation will be undertaken in accordance with all existing municipal policies.
- c. This policy shall be available for public inspection and shall be posted to the Municipality's website.
- d. This policy will be reviewed at least once every four years.

2. Public Participation Standards

- a. Public Participation will be conducted in a sustainable and inclusive manner having regard to different levels of accessibility.
- b. Public Participation activities will be conducted in a professional and respectful manner.
- c. Public Participation plans will consider early, ongoing, and diverse opportunities to provide input.

- d. Municipal Stakeholders who participate in any manner of Public Participation are required to be respectful and constructive in their participation. Municipal Stakeholders who are disrespectful, inappropriate or offensive, as determined by Administration, may be excluded from Public Participation opportunities.

3. Public Participation Plans

- a. When so directed by this policy or Council, the ~~CAO~~ **Town Manager** shall develop a Public Participation Plan for approval by Council which shall consider the following:
 - i. The nature of the matter for which Public Participation is being sought;
 - ii. The impact of the matter on Municipal Stakeholders;
 - iii. The demographics of potential Municipal Stakeholders in respect of which Public Participation Tools to utilize, **the** level of engagement, and time for input;
 - iv. The timing of the decision and time required to gather input;
 - v. What information is required, if any, to participate; and
 - vi. Available resources and reasonable cost.
- b. Public Participation Plans will, at minimum, include the following:
 - i. A communication plan to inform the public about the Public Participation Plan and opportunities to provide input;
 - ii. **The dates and times of Public Participation for the upcoming calendar year;**
 - iii. Identification of which Public Participation Tools will be utilized;
 - iv. Timelines for participation;
 - v. Information about how input will be used; **and**
 - vi. The location of information required, if any, to inform the specific Public Participation.

4. Reporting and Evaluation

- a. Information obtained in Public Participation will be reviewed by the CAO

and a report shall be provided to Council.

- b. The report shall include, at minimum, the following:
 - i. An overview of the Public Participation Plan and how it was developed;
 - ii. An assessment of the effectiveness of the plan based on the level of engagement and the quality of input;
 - iii. A summary of the input obtained; and
 - iv. May include recommendations for future Public Participation Plans.
- c. Reports shall be provided to Council for review.

DRAFT

SCHEDULE A

Council Standing Policy Committees

Council Briefing Committee

**Town of Bon Accord
Council Briefing Committee
Terms of Reference**

1. Terms of Reference

1.1 Subject to the control of the Council of the Town of Bon Accord, the mandate of the Council Briefing Committee is to provide a forum for the CAO:

1.1.1 to brief Councillors on specific topics

1.1.2 to provide a context for documents they have or will be receiving

1.1.3 to respond to detailed questions of clarification of material presented

1.2 Meetings of Council Briefing Committee are public meetings and shall be held as needed but no more than once per month.

1.3 To permit the Mayor to participate fully in question and discussion periods, meetings shall be presided by individual Councillors in rotation.

2. Composition

2.1 A Council Briefing Committee shall consist of:

2.2.1 All members of the Town of Bon Accord Council

2.2.2 The CAO and any staff members that may be required.

3. Terms of Office

3.1 All Councillors shall be members of the Committee for their full term of office as a municipally elected Councillor.

4. Duties and Responsibilities

**TOWN OF BON ACCORD
THE PROCEDURAL BYLAW
BYLAW 2021-01**

- 4.1 The CAO shall forward materials to be discussed at a meeting of the Committee a minimum of two business days in advance of the meeting.
- 4.2 Councillors are expected to review the material prior to the meeting and arrive prepared with their questions.

5. Procedures

- 5.1 There shall be no Quorum requirements for the Council Briefing Committee
- 5.2 Unless otherwise contradicted in these Terms of Reference, meeting proceedings are bound by those sections of the Town of Bon Accord's current Council Procedure Bylaw that relate to:
 - 5.2.1 order, decorum and questions of order
 - 5.2.2 agendas and minutes
 - 5.2.3 appointment and organization of committees of council
 - 5.2.4 regulations for conducting business in committee



WiMacTel Canada Inc.
#200A, 6420 – 6A Street SE,
Calgary, Alberta
T2H 2B7
1-800-820-4680

Date: January 17, 2022

ATTN: Mayor Brian Holden
c/o Bon Accord, AB
5025 – 50th Ave, PO Box 779
T0A 0K0

RE: REMOVAL OF TELUS PAYPHONE(S) AT Moonlight Hotel, Bon Accord AB.

Dear: Mayor Brian Holden

As an agent acting on behalf of TELUS Communications Inc., WiMacTel sends this communication to you, in compliance with CRTC decision 2004-47 Sections 56 to 66, to provide notice that the last payphone in Bon Accord will be removed on or after March 25, 2022. This is due to the decline in usage.

Notification of the removal has been posted on the payphone located at Moonlight Hotel. We request that you post this notice in your local newspaper or newsletter. Please contact WiMacTel Canada Inc., at 1-844-825-8481 with any questions you may have about these removals.

If you still require a public phone to be available in your community after the above date, we recommend reaching out to TELUS Business Solutions to discuss purchase and installation of a business phone and line or discuss alternative solutions. The Business Wireline team of TELUS Business Solutions can be reached at 1-877-352-0898.

Regards,

Andy Rasimas
WiMacTel Canada Inc.
On Behalf of TELUS Communications