

**Town of Bon Accord**  
**AGENDA**  
**Regular Council Meeting**  
**April 5, 2022 7:00 p.m.**  
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; March 15, 2022 (enclosure)
  - 3.2. Special Meeting of Council; March 29, 2022 (enclosure)
  - 3.3. Council Briefing Committee; March 30, 2022 (enclosure)
4. **DELEGATION – NONE**
5. **UNFINISHED BUSINESS**
  - 5.1. 2021 Audited Financial Statements *as amended* (enclosure)
  - 5.2. Community Safety and Security Report (enclosure)
6. **NEW BUSINESS**
  - 6.1. Appointment of Library Board Trustee and Financial Reviewer (enclosure)
  - 6.2. Regular Meeting of Council Action Item List (enclosure)
7. **BYLAWS/POLICIES/AGREEMENTS**

**BYLAWS**

  - 7.1. 2022 Rates of Taxation Bylaw 2022-08 – 2<sup>nd</sup> and 3<sup>rd</sup> readings (enclosure)
  - 7.2. Fire Services Bylaw 2022-11 – 1<sup>st</sup> reading (enclosure)
  - 7.3. Repeal of Bylaw 65 Bylaw 2022-11 (enclosure)

**POLICIES**

  - 7.4. Council Remuneration Policy Amendment (enclosure)

**AGREEMENTS**

  - 7.5. Dandelion Renewables Construction Agreement (enclosure)
8. **WORKSHOPS/MEETINGS/CONFERENCES**
9. **CORRESPONDENCE**
  - 9.1. Sturgeon Public Schools (enclosure)
  - 9.2. National Police Federation (enclosure)
  - 9.3. Town of Fox Creek (enclosure)
10. **PRESENTATION OF NOTICE OF MOTION**
11. **NOTICE OF MOTION**
  - 11.1. Bon Acres Park (enclosure)
  - 11.2. Skateboard Park Land (enclosure)

**Town of Bon Accord**  
**AGENDA**  
**Regular Council Meeting**  
**April 5, 2022 7:00 p.m.**

Live Streamed on Bon Accord YouTube Channel

**12. CLOSED SESSION**

- 12.1. Community Gardens MOA – *FOIP Act 24(1)(c) Advice from officials*
- 12.2. Code of Conduct Bylaw – *FOIP Act 17(1) Disclosure harmful to personal privacy*

**13. ADJOURNMENT**

**Town of Bon Accord  
Regular Meeting of Council Minutes  
March 15, 2022 8:30 a.m.  
Live streamed on Bon Accord YouTube Channel**

**COUNCIL  
PRESENT**

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

**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  
Kaitie Blackwell – Corporate Services Assistant

**CALL TO ORDER**

Mayor Holden called the meeting to order at 8:30 a.m.

**ADOPTION OF AGENDA**

COUNCILLOR MAY MOVED THAT Council adopt the March 15, 2022 agenda as presented.

**CARRIED UNANIMOUSLY RESOLUTION 22-109**

**ADOPTION OF MINUTES**

***Regular Meeting of Council Minutes – March 1, 2022***

COUNCILLOR BIDNEY MOVED THAT Council adopt the regular meeting of Council minutes for March 1, 2022 as amended.

**CARRIED UNANIMOUSLY RESOLUTION 22-110**

**DELEGATIONS**

***Ernie Overeem – CNN Spurs***

***Phil Dirks – Metrix Group***

COUNCILLOR BIDNEY MOVED THAT Council accept the delegations from Ernie Overeem and Phil Dirks, as presented.

**CARRIED UNANIMOUSLY RESOLUTION 22-111**

**DEPARTMENT REPORTS**

COUNCILLOR MAY MOVED THAT Council accept the department reports as information.

**CARRIED UNANIMOUSLY RESOLUTION 22-112**

**Town of Bon Accord  
Regular Meeting of Council Minutes  
March 15, 2022 8:30 a.m.  
Live streamed on Bon Accord YouTube Channel**

**ACTION ITEM LIST**

COUNCILLOR MAY MOVED THAT Council accepts the action item list as information.  
**CARRIED UNANIMOUSLY RESOLUTION 22-113**

**NEW BUSINESS**

***Arena Scoreboard***

COUNCILLOR BIDNEY MOVED THAT Council approves the donation of \$2,500 towards installation of the score clock as requested by CNN Spurs.

**CARRIED UNANIMOUSLY RESOLUTION 22-114**

***Arena Changeroom***

COUNCILLOR MAY MOVED THAT Council approve the renovations of the Arena as purposed by CNN and further THAT Council approve the Town's contribution toward this project of \$1,000 to cover a portion of the cost to move the annunciator panel.

**CARRIED UNANIMOUSLY RESOLUTION 22-115**

***Briefing Committee Meeting***

COUNCILLOR BIDNEY MOVED THAT Council direct administration to proceed with planning and advertising the Council Briefing Committee Meeting on March 30, 2022 from 6 p.m. – 8 p.m.

**CARRIED UNANIMOUSLY RESOLUTION 22-116**

***2021 Audited Financial Statements***

COUNCILLOR MAY MOVED THAT Council directs administration to transfer \$46,754.50 to the Storm Water Reserve, and FURTHER THAT Council directs administration to transfer \$46,754.50 to the Parks and Recreation Reserve and FURTHER THAT Council approves the 2021 audited financial statements with that amendment.

**CARRIED UNANIMOUSLY RESOLUTION 22-117**

***Request for Community Services Recognition***

MAYOR HOLDEN MOVED THAT That Council direct Administration to advise the Library Board that placement of the memory plaques on the red chairs in front of the Library as presented and circulated is approved and further, that the Town will donate \$100 to the Library to cover the cost of the plaques from either the Town donations budget (if the Community Services Appreciation Award Policy is not approved) or from the Community Services Appreciation Award budget if the policy and corresponding budget is approved.

**CARRIED UNANIMOUSLY RESOLUTION 22-118**

Mayor Holden called a short recess at 10:38 a.m.

Mayor Holden called the meeting back to order at 10:47 a.m.

**Town of Bon Accord  
Regular Meeting of Council Minutes  
March 15, 2022 8:30 a.m.  
Live streamed on Bon Accord YouTube Channel**

Deputy Mayor Laing left the meeting at 10:47 a.m.  
Deputy Mayor Laing returned to the meeting at 11:08 a.m.

**BYLAWS | POLICIES | AGREEMENTS**

***2022-08 Rates of Taxation Bylaw***

COUNCILLOR BIDNEY MOVED THAT Council give first reading to Rates of Taxation Bylaw 2022-80, as amended, with scenario C rates.

In favour: Mayor Holden, Councillor Bidney, Councillor Roemer

Opposed: Deputy Mayor Laing, Councillor May

**CARRIED RESOLUTION 22-119**

***2022-09 – Repeal of Bylaws 275 and 280***

COUNCILLOR MAY MOVED THAT Bylaw 2022-09 – Repeal of Bylaws 275 and 280 be given first reading, as presented.

**CARRIED UNANIMOUSLY RESOLUTION 22-120**

COUNCILLOR BIDNEY MOVED THAT Bylaw 2022-09 – Repeal of Bylaws 275 and 280 be given second reading, as presented.

**CARRIED UNANIMOUSLY RESOLUTION 22-121**

COUNCILLOR MAY MOVED THAT Council gives unanimous consent to hear three readings of Bylaw 2022-09 – Repeal of Bylaws 275 and 280 in one meeting.

**CARRIED UNANIMOUSLY RESOLUTION 22-122**

COUNCILLOR BIDNEY MOVED THAT Bylaw 2022-09 – Repeal of Bylaws 275 and 280 be given third and final reading, as presented.

**CARRIED UNANIMOUSLY RESOLUTION 22-123**

***Amendments to Public Participation Policy***

COUNCILLOR BIDNEY MOVED THAT Council approve the draft amendments to the Public Participation Policy as amended and circulated.

**CARRIED UNANIMOUSLY RESOLUTION 22-124**

COUNCILLOR MAY MOVED THAT the March 15, 2022 meeting run past 12:00 p.m.

**CARRIED UNANIMOUSLY RESOLUTION 22-125**

***Community Services Appreciation Award Policy***

COUNCILLOR BIDNEY MOVED THAT Council approve the proposed amendments to the Award-Service Appreciation and Visitors Policy (now titled Community Services Appreciation Award Policy) and amend to include a nomination deadline of February 28<sup>th</sup> or 29<sup>th</sup> each year.

**CARRIED UNANIMOUSLY RESOLUTION 22-126**

**Town of Bon Accord  
Regular Meeting of Council Minutes  
March 15, 2022 8:30 a.m.  
Live streamed on Bon Accord YouTube Channel**

COUNCILLOR MAY MOVED THAT Council approve the transfer of \$1,000 from the recreation budget (Town Donations) to the FCSS budget for Community Service Appreciation Awards.

**CARRIED UNANIMOUSLY RESOLUTION 22-127**

**COUNCIL REPORTS**

DEPUTY MAYOR LAING MOVED THAT Council accept the Council reports as presented.

**CARRIED UNANIMOUSLY RESOLUTION 22-128**

**CORRESPONDENCE**

COUNCILLOR MAY MOVED THAT Council direct administration to contact the grade 6 student in Calgary to invite them to meet with either Mayor Holden or all of Council via an online platform AND THAT administration send promotional items for the class.

MAYOR HOLDEN MADE A FRIENDLY AMENDMENT THAT administration give the school the option to have a letter sent.

**CARRIED UNANIMOUSLY RESOLUTION 22-129**

**PRESENTATION OF NOTICE OF MOTION**

Bon Acres Park  
Skateboard Park Land

**NOTICE OF MOTION**

***Council Personal Cell Phones***

MAYOR HOLDEN WITHDREW his notice of motion.

**CLOSED SESSION**

- ***Business District Information – FOIP Act 17(1) Disclosure harmful to personal privacy***
- ***Subdivision Development Information – FOIP Act 24(1)(c) Advice from officials***

COUNCILLOR MAY MOVED THAT Council enter into closed session at 11:56 a.m. to discuss Business District Information – FOIP Act 17(1) Disclosure harmful to personal privacy and Subdivision Development Information – FOIP Act 24(1)(c) Advice from officials.

**CARRIED UNANIMOUSLY RESOLUTION 22-130**

COUNCILLOR BIDNEY MOVED THAT Council come out of closed session at 12:41 p.m.

**CARRIED UNANIMOUSLY RESOLUTION 22-131**

***Subdivision Development Information – FOIP Act 24(1)(c) Advice from officials***

**Town of Bon Accord  
Regular Meeting of Council Minutes  
March 15, 2022 8:30 a.m.  
Live streamed on Bon Accord YouTube Channel**

COUNCILLOR BIDNEY MOVED THAT Council directs administration to contact Helinga Development Company Ltd. to register as a delegation to present their proposal and to include Municipal Planning Services to provide recommendations on development requirements.

**CARRIED UNANIMOUSLY RESOLUTION 22-132**

***Business District Information – FOIP Act 17(1) Disclosure harmful to personal privacy***

COUNCILLOR BIDNEY MOVED THAT Council accept the report as information and direct administration to contact prospective property owners in marketing lands through the town's website and/or having owner-placed signage on properties demonstrating land availability.

**CARRIED UNANIMOUSLY RESOLUTION 22-133**

**ADJOURNMENT**

The March 15, 2022 Regular Meeting of Council adjourned at 12:44 p.m.

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Mayor Brian Holden

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Jodi Brown, CAO

**Town of Bon Accord  
Special Meeting of Council Minutes  
March 29, 2022 3:30 p.m.  
Live streamed on Bon Accord YouTube Channel**

**COUNCIL  
PRESENT**

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

**ADMINISTRATION**

Jodi Brown – Chief Administrative Officer  
Dianne Allen – Planning and Economic Development Manager  
Jessica Caines – Legislative Services and Communications Coordinator

**CALL TO ORDER**

Mayor Holden called the meeting to order at 3:33 p.m.

**ADOPTION OF AGENDA**

COUNCILLOR BIDNEY MOVED THAT Council adopt the March 29, 2022 agenda, as presented.

**CARRIED UNANIMOUSLY RESOLUTION 22-134**

**UNFINISHED BUSINESS**

***Electric Vehicle (EV) Charging Agreement***

COUNCILLOR BIDNEY MOVED THAT Council approves the Electric Vehicle Charging Program directing administration to proceed with signing the grant agreement and returning grant agreement prior to deadline to the Municipal Climate Change Action Centre.

In favour: Mayor Holden, Deputy Mayor Laing, Councillor Bidney, Councillor Roemer

Opposed: Councillor May

**CARRIED RESOLUTION 22-135**

**ADJOURNMENT**

The March 29, 2022 Special Meeting of Council was adjourned at 4:09 p.m.

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Mayor Brian Holden

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Jodi Brown, CAO



**Town of Bon Accord  
Regular Meeting of Council Minutes  
March 30, 2022 6:00 p.m.  
Live streamed on Bon Accord YouTube Channel**

**COUNCIL  
PRESENT**

Mayor Brian Holden  
Deputy Mayor Lacey Laing  
Councillor Lynn Bidney – Chair  
Councillor Tanya May

**REGRETS**

Councillor Cory Roemer

**ADMINISTRATION**

Jodi Brown – Chief Administrative Officer  
Jessica Caines – Legislative Services and Communications Coordinator

**GUEST**

Pat Mahoney – Sturgeon County Protective Services Manager/Fire Chief

**CALL TO ORDER**

Mayor Holden called the meeting to order at 6:05 p.m.

**ADOPTION OF AGENDA**

COUNCILLOR MAY MOVED THAT Council adopt the agenda for March 30, 2022, as presented.

**CARRIED UNANIMOUSLY RESOLUTION 22-136**

**NEW BUSINESS**

***Regular Meeting of Council Action Item List***

The report was reviewed. Discussion included format of list and possibility of adding agenda structure to procedural bylaw. This item will be brought forward as an RFD at a future Council meeting.

**CLOSED SESSION**

***Fire Services Bylaw DRAFT – FOIP Act 23(1)(a) – Local public body confidences and 27(1)(c)(iii) Privileged information***

MAYOR HOLDEN MOVED THAT Council move into closed session to discuss Fire Services Bylaw DRAFT – FOIP Act 23(1)(a) – Local public body confidences and 27(1)(c)(iii) Privileged information at 6:12 p.m.

**CARRIED UNANIMOUSLY RESOLUTION 22-137**

COUNCILLOR BIDNEY MOVED THAT Council move out of closed session at 7:15 p.m.

**CARRIED UNANIMOUSLY RESOLUTION 22-138**

**Town of Bon Accord  
Regular Meeting of Council Minutes  
March 30, 2022 6:00 p.m.  
Live streamed on Bon Accord YouTube Channel**

**ADJOURNMENT**

The March 30, 2022 Council Briefing Committee Meeting adjourned at 7:19 p.m.

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Mayor Brian Holden

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Jodi Brown, CAO

Unapproved

**TOWN OF BON ACCORD**  
**REQUEST FOR DECISION**

<b>Meeting:</b>	Regular Meeting of Council
<b>Meeting Date:</b>	April 5, 2022
<b>Presented by:</b>	Falon Fayant, Corporate Services Manager
<b>Title:</b>	Approve 2021 Audited Financial Statements <i>as amended</i>
<b>Agenda Item No.</b>	5.1

**BACKGROUND/PROPOSAL**

At the March 15<sup>th</sup> Regular Meeting of Council: COUNCILLOR MAY MOVED THAT Council directs administration to transfer \$46,754.50 to the Storm Water Reserve, and FURTHER THAT Council directs administration to transfer \$46,754.50 to the Parks and Recreation Reserve and FURTHER THAT Council approves the 2021 audited financial statements with that amendment.

Phil Dirks from Metrix Group LLP presented the Town's audited 2021 financial statements during this Regular Meeting of Council on March 15, 2022.

The opinion of Metrix Group LLP is that the financial statements presented fairly, in all material respects, the financial position of the Town as at December 31, 2021.

An additional transfer to reserves was required in the amount of \$26,032 to a Recreation – Operating Reserve for unspent funds remaining from the Sturgeon Recreation Grant. These funds were transferred from unrestricted surplus to the restricted operating reserve account in accordance with the Sturgeon Recreation Grant agreement that the funds be used for recreation operating purposes.

Further, an amending correction to Note 17 was made to the fees and per diems of the Town Officials to show the terms of Mayor during 2021.

**DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES**

Per Section 276(1) of the MGA, each municipality must prepare annual financial statements for the immediately preceding year.

**STRATEGIC ALIGNMENT**

Value of Transparency – open and accountable to our residents and encourage open communications.

**COSTS/SOURCES OF FUNDING**

NA

**RECOMMENDED ACTION (by originator)**

THAT Council approves the 2021 audited financial statements *as amended* with the additional transfer of \$26,032 to the Recreation – Operating Reserve and the amending correction to Note 17.

**TOWN OF BON ACCORD**  
**Financial Statements**  
**For The Year Ended December 31, 2021**

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## INDEPENDENT AUDITORS' REPORT

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To the Mayor and Council of Town of Bon Accord

### *Opinion*

We have audited the financial statements of Town of Bon Accord (the Town), which comprise the statement of financial position as at December 31, 2021, and the statements of operations and accumulated surplus, changes in net financial assets, and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

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

### *Basis for Opinion*

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

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

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

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

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

### *Auditors' Responsibilities for the Audit of the Financial Statements*

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

(continues)



Independent Auditors' Report to the Mayor and Council of Town of Bon Accord *(continued)*

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

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

**METRIX GROUP LLP**

Chartered Professional Accountants

Edmonton, Alberta  
March 15, 2022

## **MANAGEMENT'S RESPONSIBILITY FOR FINANCIAL REPORTING**

To His Worship the Mayor and Members of Council of the Town of Bon Accord

The integrity, relevance and comparability of the data in the accompanying financial statements are the responsibility of management.

The financial statements are prepared by management in accordance with Canadian public sector accounting standards. They necessarily include some amounts that are based on the best estimates and judgements of management.

To assist in its responsibility, management maintains accounting, budget and other controls to provide reasonable assurance that transactions are appropriately authorized, that assets are properly accounted for and safeguarded, and that financial records are reliable for preparation of financial statements.

Metrix Group LLP, Chartered Professional Accountants, have been appointed by the Town Council to express an opinion on the Town's financial statements.

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Jodi Brown  
Chief Administrative Officer



**TOWN OF BON ACCORD**  
**Statement of Financial Position**  
**As At December 31, 2021**

	2021	2020
<b>FINANCIAL ASSETS</b>		
Cash and cash equivalents <i>(Note 2)</i>	\$ 2,697,127	\$ 1,932,400
Receivables <i>(Note 3)</i>	340,783	739,682
Land held for resale	142,498	214,558
	<u>3,180,408</u>	<u>2,886,640</u>
<b>LIABILITIES</b>		
Accounts payable and accrued liabilities	309,660	235,028
Deposit liabilities	74,240	70,628
Deferred revenue <i>(Note 4)</i>	58,988	170,732
Long-term debt <i>(Note 5)</i>	1,552,824	1,742,584
	<u>1,995,712</u>	<u>2,218,972</u>
<b>NET FINANCIAL ASSETS</b>	<u>1,184,696</u>	<u>667,668</u>
<b>NON-FINANCIAL ASSETS</b>		
Tangible capital assets <i>(Note 6)</i>	15,369,826	15,206,009
Prepaid expenses	1,378	1,811
	<u>15,371,204</u>	<u>15,207,820</u>
<b>ACCUMULATED SURPLUS <i>(Note 7)</i></b>	<u>\$ 16,555,900</u>	<u>\$ 15,875,488</u>
Contingencies <i>(Note 10)</i>		

The accompanying notes are an integral part of these financial statements.

# TOWN OF BON ACCORD

## Statement of Operations and Changes in Accumulated Surplus

For the Year Ended December 31, 2021

	2021 (Budget) (Note 14)	2021 (Actual)	2020 (Actual)
<b>REVENUE</b>			
Net municipal taxes (Schedule 2)	\$ 1,545,952	\$ 1,523,502	\$ 1,553,687
Sales and user charges (Schedule 4)	1,157,150	1,082,287	1,050,300
Government transfers for operating (Schedule 3)	192,266	568,862	252,387
Franchise and concession contracts (Note 13)	212,068	217,953	224,430
Penalties and costs on taxes	48,200	51,916	52,002
Interest	8,000	12,511	15,587
Licenses and permits	9,000	9,140	18,949
Fines	4,000	6,675	3,918
Other	-	2,415	10,854
Rentals	-	-	390
	<u>3,176,636</u>	<u>3,475,261</u>	<u>3,182,504</u>
<b>EXPENSES</b>			
Environmental use	939,580	895,755	917,702
Administrative	485,522	464,545	445,127
Recreation and cultural services	583,209	451,565	421,361
Transportation services	410,112	408,430	369,421
Planning and development services	244,498	285,443	207,461
Protective services	139,721	141,899	130,270
Legislative	103,405	90,505	74,914
Public health and welfare services	62,900	49,997	83,790
Amortization	-	603,612	529,623
	<u>2,968,947</u>	<u>3,391,751</u>	<u>3,179,669</u>
<b>ANNUAL SURPLUS BEFORE OTHER REVENUE</b>	<u>207,689</u>	<u>83,510</u>	<u>2,835</u>
<b>OTHER REVENUE</b>			
Government transfers for capital (Schedule 3)	854,904	552,015	1,024,875
Gain on disposal of tangible capital assets	64,200	44,887	35,855
Other capital revenue	-	-	47,600
	<u>919,104</u>	<u>596,902</u>	<u>1,108,330</u>
<b>ANNUAL SURPLUS</b>	<u>1,126,793</u>	<u>680,412</u>	<u>1,111,165</u>
<b>ACCUMULATED SURPLUS, BEGINNING OF YEAR</b>	<u>15,875,488</u>	<u>15,875,488</u>	<u>14,764,323</u>
<b>ACCUMULATED SURPLUS, END OF YEAR</b> (Note 7)	<u>\$ 17,002,281</u>	<u>\$ 16,555,900</u>	<u>\$ 15,875,488</u>

The accompanying notes are an integral part of these financial statements.

**TOWN OF BON ACCORD****Statement of Changes in Net Financial Assets****For the Year Ended December 31, 2021**

	2021 (Budget) (Note 14)	2021 (Actual)	2020 (Actual)
<b>ANNUAL SURPLUS</b>	\$ 1,126,793	\$ 680,412	\$ 1,111,165
Acquisition of tangible capital assets	(745,915)	(771,643)	(1,797,984)
Amortization of tangible capital assets	-	603,612	529,623
Proceeds on disposal of tangible capital assets	-	49,100	74,190
Loss (gain) on sale of tangible capital assets	-	(44,887)	(35,855)
	380,878	516,594	(118,861)
(Acquisition) use of prepaid expenses	-	434	20,472
<b>INCREASE (DECREASE) IN NET FINANCIAL ASSETS</b>	380,878	517,028	(98,389)
<b>BALANCE, BEGINNING OF YEAR</b>	667,668	667,668	766,057
<b>BALANCE, END OF YEAR</b>	\$ 1,048,546	\$ 1,184,696	\$ 667,668

The accompanying notes are an integral part of these financial statements.

**TOWN OF BON ACCORD**  
**Statement of Cash Flows**  
**For The Year Ended December 31, 2021**

	2021	2020
<b>OPERATING ACTIVITIES</b>		
Annual surplus	\$ 680,412	\$ 1,111,165
Non-cash items not included in annual surplus:		
Amortization	603,612	529,623
Gain on disposal of tangible capital assets	(44,887)	(35,855)
	<u>1,239,137</u>	<u>1,604,933</u>
Changes in non-cash working capital balances related to operations:		
Receivables	398,900	(355,994)
Land held for resale	72,060	-
Accounts payable and accrued liabilities	74,639	33,219
Deferred revenue	(111,744)	159,384
Deposit liabilities	3,605	2,260
Prepaid expenses	433	20,472
	<u>437,893</u>	<u>(140,659)</u>
Cash flow from operating activities	<u>1,677,030</u>	<u>1,464,274</u>
<b>CAPITAL ACTIVITIES</b>		
Proceeds on disposal of tangible capital assets	49,100	74,190
Purchase of tangible capital assets	(771,643)	(1,797,984)
Cash flow used by capital activities	<u>(722,543)</u>	<u>(1,723,794)</u>
<b>FINANCING ACTIVITIES</b>		
Long-term debt issued	-	691,065
Repayment of long-term debt	(189,760)	(153,682)
Cash flow from (used by) capital activities	<u>(189,760)</u>	<u>537,383</u>
<b>CHANGE IN CASH AND CASH EQUIVALENTS DURING YEAR</b>	<u>764,727</u>	<u>277,863</u>
<b>CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR</b>	<u>1,932,400</u>	<u>1,654,537</u>
<b>CASH AND CASH EQUIVALENTS - END OF YEAR</b>	<u>\$ 2,697,127</u>	<u>\$ 1,932,400</u>

The accompanying notes are an integral part of these financial statements.

**TOWN OF BON ACCORD****Schedule of Equity in Tangible Capital Assets****(Schedule 1)****For the Year Ended December 31, 2021**

	<b>2021</b>	<b>2020</b>
<b>BALANCE, BEGINNING OF YEAR</b>	<b>\$ 13,463,425</b>	<b>\$ 12,770,782</b>
Acquisition of tangible capital assets	<b>771,643</b>	1,797,984
Amortization of tangible capital assets	<b>(603,613)</b>	(529,622)
Repayment of capital long-term debt	<b>189,760</b>	153,682
Net book value of tangible capital assets disposed of	<b>(4,213)</b>	(38,336)
Long-term debt proceeds used during the year	<b>-</b>	(691,065)
<b>BALANCE, END OF YEAR</b>	<b>\$ 13,817,002</b>	<b>\$ 13,463,425</b>
Equity in tangible capital assets is comprised of the following:		
Tangible capital assets (net book value)	<b>\$ 15,369,826</b>	\$ 15,206,009
Long-term debt used for tangible capital assets	<b>(1,552,824)</b>	(1,742,584)
	<b>\$ 13,817,002</b>	<b>\$ 13,463,425</b>

The accompanying notes are an integral part of these financial statements.

**TOWN OF BON ACCORD****Schedule of Property Taxes****(Schedule 2)****For the Year Ended December 31, 2021**

	2021 (Budget) (Note 14)	2021 (Actual)	2020 (Actual)
<b>TAXATION</b>	<b>\$ 1,970,440</b>	<b>\$ 1,926,606</b>	<b>\$ 1,960,373</b>
<b>REQUISITIONS</b>			
Alberta School Foundation Fund	409,709	<b>389,225</b>	392,268
Sturgeon Foundation	14,779	<b>13,879</b>	14,418
	<b>424,488</b>	<b>403,104</b>	<b>406,686</b>
<b>NET MUNICIPAL PROPERTY TAXES</b>	<b>\$ 1,545,952</b>	<b>\$ 1,523,502</b>	<b>\$ 1,553,687</b>

The accompanying notes are an integral part of these financial statements.

**TOWN OF BON ACCORD****Schedule of Government Transfers****(Schedule 3)****For the Year Ended December 31, 2021**

	2021 (Budget) (Note 14)	2021 (Actual)	2020 (Actual)
<b>TRANSFERS FOR OPERATING</b>			
Local government transfers	\$ 76,231	\$ 310,307	\$ 85,346
Provincial government unconditional transfers	116,035	258,555	167,041
	192,266	568,862	252,387
<b>TRANSFERS FOR CAPITAL</b>			
Provincial government conditional transfers	854,904	552,015	1,024,875
<b>TOTAL GOVERNMENT TRANSFERS</b>	<b>\$ 1,047,170</b>	<b>\$ 1,120,877</b>	<b>\$ 1,277,262</b>

The accompanying notes are an integral part of these financial statements.

**TOWN OF BON ACCORD**  
**Schedule of Segmented Information**  
**For the Year Ended December 31, 2021**

**(Schedule 4)**

	General Administration	Recreation & Culture	Protective Services	Transportation Services	Environmental Services	All Other	Total
<b>REVENUE</b>							
Taxation	\$ 446,551	\$ -	\$ 90,704	\$ 340,345	\$ -	\$ 645,902	\$ 1,523,502
Sales and user charges	6,372	81,166	-	-	974,099	20,650	1,082,287
All other	166	200	6,675	2,049	7,029	284,491	300,610
Government transfers	11,458	396,231	44,521	66,035	8,135	42,482	568,862
	<u>464,547</u>	<u>477,597</u>	<u>141,900</u>	<u>408,429</u>	<u>989,263</u>	<u>993,525</u>	<u>3,475,261</u>
<b>EXPENSES</b>							
Salaries, wages and benefits	289,251	218,400	12,288	173,150	229,033	250,761	1,172,883
Contracted and general services	84,749	106,887	132,870	89,282	193,769	42,252	649,809
Materials, goods, and supplies	70,170	39,796	5,784	50,584	191,548	62,957	420,839
Utilities	(130)	26,057	(9,042)	82,246	240,252	(7,534)	331,849
Insurance	16,637	14,161	-	11,921	8,599	1,377	52,695
Transfers to local boards	-	44,558	-	-	-	470	45,028
Interest on long-term debt	1,706	1,706	-	1,246	32,553	3,601	40,812
Repairs & maintenance	2,164	-	-	-	-	-	2,164
Provision for allowances	-	-	-	-	-	72,059	72,059
	<u>\$ 464,547</u>	<u>\$ 451,565</u>	<u>\$ 141,900</u>	<u>\$ 408,429</u>	<u>\$ 895,754</u>	<u>\$ 425,943</u>	<u>\$ 2,788,138</u>
<b>NET REVENUE, BEFORE AMORTIZATION</b>							
	-	26,032	-	-	93,509	567,582	687,123
Amortization	<u>32,705</u>	<u>68,495</u>	<u>363</u>	<u>207,154</u>	<u>204,008</u>	<u>90,888</u>	<u>603,613</u>
<b>NET REVENUE (DEFICIT)</b>	<u>\$ (32,705)</u>	<u>\$ (42,463)</u>	<u>\$ (363)</u>	<u>\$ (207,154)</u>	<u>\$ (110,499)</u>	<u>\$ 476,694</u>	<u>\$ 83,510</u>

The accompanying notes are an integral part of these financial statements.



**TOWN OF BON ACCORD**

**Schedule of Segmented Information**

**For the Year Ended December 31, 2020**

**(Schedule 4)**

	General Administration	Recreation & Culture	Protective Services	Transportation Services	Environmental Services	All Other	Total
<b>REVENUE</b>							
Taxation	\$ 377,977	\$ 229,142	\$ 82,101	\$ 346,660	\$ -	\$ 517,807	\$ 1,553,687
Sales and user charges	4,186	107,410	-	-	931,266	7,440	1,050,302
All other	50	-	3,918	10,804	4,515	306,841	326,128
Government transfers	62,912	84,809	44,251	11,956	5,978	42,481	252,387
	<u>445,125</u>	<u>421,361</u>	<u>130,270</u>	<u>369,420</u>	<u>941,759</u>	<u>874,569</u>	<u>3,182,504</u>
<b>EXPENSES</b>							
Salaries, wages and benefits	\$ 280,324	\$ 216,976	\$ 11,242	\$ 164,210	\$ 218,397	\$ 261,007	\$ 1,152,156
Contracted and general services	50,556	57,376	104,730	51,625	247,826	45,824	557,937
Utilities	9,485	53,452	7,648	89,341	244,290	6,310	410,526
Materials, goods, and supplies	78,965	37,147	6,650	50,658	165,078	50,836	389,334
Transfers to local boards	-	42,963	-	-	-	530	43,493
Insurance	17,150	12,947	-	11,626	8,386	1,358	51,467
Interest on long-term debt	3,410	500	-	1,960	33,724	304	39,898
Repairs & maintenance	5,235	-	-	-	-	-	5,235
	<u>445,125</u>	<u>421,361</u>	<u>130,270</u>	<u>369,420</u>	<u>917,701</u>	<u>366,169</u>	<u>2,650,046</u>
<b>NET REVENUE, BEFORE AMORTIZATION</b>	-	-	-	-	24,058	508,400	532,458
Amortization	30,952	69,083	363	155,010	204,731	69,484	529,623
<b>NET REVENUE (DEFICIT)</b>	<u>\$ (30,952)</u>	<u>\$ (69,083)</u>	<u>\$ (363)</u>	<u>\$ (155,010)</u>	<u>\$ (180,673)</u>	<u>\$ 438,916</u>	<u>\$ 2,835</u>

The accompanying notes are an integral part of these financial statements.

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The financial statements of the Town of Bon Accord (the "Town") are the representations of management, prepared in accordance with Canadian public sector accounting standards. Significant aspects of the accounting policies adopted by the Town are as follows:

*(a) Reporting Entity*

The financial statements reflect the assets, liabilities, revenues and expenses, and cash flows of the reporting entity. The entity is comprised of all the organizations that are owned or controlled by the Town and are, therefore, accountable to Town Council for the administration of their financial affairs and resources.

The schedule of taxes levied also includes requisitions for education that are not part of the reporting entity.

The statements exclude trust assets that are administered for the benefit of external parties.

*(b) Basis of Accounting*

Revenues are accounted for in the period in which the transactions or events occurred that gave rise to the revenues.

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

Government transfers are recognized in the financial statements as revenues in the period that the events giving rise to the transfer occurred, providing the transfers are authorized, the Town has met any eligibility criteria, and reasonable estimates of the amounts can be made.

Expenses are recognized in the period the goods and services are acquired and a liability is incurred or transfers are due.

*(c) Use of Estimates*

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

*(d) Cash and cash equivalents*

Cash and cash equivalents include items that are readily convertible to known amounts of cash, are subject to an insignificant risk of change in value, and have a maturity of one year or less at acquisition.

*(e) Investments*

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

*(continues)*

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (*continued*)**

*(f) Land held for resale*

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

*(g) Tax Revenue*

Property taxes are recognized as revenue in the year they are levied..

Construction and borrowing costs associated with local improvement projects are recovered through annual special assessments during the period of the related borrowings. These levies are collectable from property owners for work performed by the municipality and are recognized as revenue in the year in which the local improvement project is completed.

*(h) Tangible Capital Assets*

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

Land improvements	15 years 50 Years
Engineered structures:	
Water System	45 - 75 years
Wastewater	45 - 75 years
Storm Sewer	45 - 75 years
Roads	10 - 40 years
Computer Hardware and Software	10 years
	18 years
	10 - 25 years
Electrical systems	25 years

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

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

*(i) Equity in Capital Assets*

Equity in capital assets represents the town's net investment in its capital assets after deducting the portion financed by third parties through debenture, bond and mortgage debts, long term capital borrowings, capitalized leases and other capital liabilities which will be repaid by the municipality.

*(continues)*

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (*continued*)**

*(j) Contaminated Sites*

Contaminated sites are defined as the result of contamination being introduced in air, soil, water or sediment of a chemical, organic, or radioactive material or live organism that exceeds an environmental standard. A liability for remediation on contaminated sites is recognized, net of any recoveries, when an environmental standard exists, contamination exceeds the environmental standard, the Town is directly responsible for or accepts responsibility for the liability, future economic benefits will be given up, and a reasonable estimate of the liability can be made.

*(k) Non-Financial Assets*

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

*(l) Over-levy and Under-levy*

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

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

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

*(m) New Accounting Standards not yet Adopted*

Effective for fiscal years beginning on or after April 1, 2022, *PS 3280 Asset Retirement Obligations* provides guidance on how to account for and report liabilities for retirement of tangible capital assets.

Effective for fiscal years beginning on or after April 1, 2023, *PS 3400 Revenue* provides guidance on how to account for and report revenue, and specifically, it addresses revenue arising from exchange transactions and unilateral transactions.

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**2. CASH AND CASH EQUIVALENTS**

	<u>2021</u>	<u>2020</u>
Cash on hand	\$ 70	\$ 70
Operating accounts	1,751,256	989,417
High interest savings account	945,801	942,913
	<u>\$ 2,697,127</u>	<u>\$ 1,932,400</u>

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**TOWN OF BON ACCORD**  
**Notes to Financial Statements**  
**December 31, 2021**

**3. RECEIVABLES**

	<b>2021</b>	<b>2020</b>
Trade and other	\$ 160,435	\$ 449,279
Taxes and grants in place of taxes	81,796	174,296
Utilities	73,926	79,495
Goods and Services Tax rebate	24,626	36,612
	<b>\$ 340,783</b>	<b>\$ 739,682</b>

**4. DEFERRED REVENUE**

	<b>2020</b>	<b>Funds Received</b>	<b>Funds Spent</b>	<b>2021</b>
Prepaid bulk water	\$ 40,714	\$ 40,456	\$ (40,714)	\$ 40,456
Offsite levies	10,084	-	-	10,084
Other	433	7,837	-	8,270
Canada Community-Building Fund	-	80,035	(79,857)	178
Municipal Operating Support Transfer	96,913	-	(96,913)	-
Municipal Sustainability Initiative	22,588	449,570	(472,158)	-
	<b>\$ 170,732</b>	<b>\$ 577,898</b>	<b>\$ (689,642)</b>	<b>\$ 58,988</b>

**5. LONG-TERM DEBT**

	<b>2021</b>	<b>2020</b>
Government of Alberta debenture repayable in semi-annual installments of \$50,048 including interest at 3.023% maturing June 2032.	<b>\$ 930,795</b>	\$ 1,001,155
Government of Alberta debenture repayable in semi-annual installments of \$37,514 including interest at 1.592% maturing June 2030.	<b>594,260</b>	659,052
Government of Alberta debenture repayable in semi-annual installments of \$28,084 including interest at 2.269% maturing June 2022.	<b>27,769</b>	82,377
	<b>\$ 1,552,824</b>	\$ 1,742,584

Principal and interest payments are due as follows:

	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2022	\$ 166,100	\$ 37,109	\$ 203,209
2023	141,591	33,533	175,124
2024	144,936	30,189	175,125
2025	148,367	26,758	175,125
2026	151,886	23,238	175,124
To maturity	799,944	63,234	863,178
	<b>\$ 1,552,824</b>	<b>\$ 214,061</b>	<b>\$ 1,766,885</b>

**TOWN OF BON ACCORD**  
**Notes to Financial Statements**  
**December 31, 2021**

**6. TANGIBLE CAPITAL ASSETS**

	2021 Net Book Value	2020 Net Book Value
Engineered structures		
Water and wastewater systems	\$ 7,012,157	\$ 7,221,361
Roadways	4,330,646	3,874,699
Electrical systems	1,072,341	1,118,034
	<b>12,415,144</b>	<b>12,214,094</b>
Buildings	1,328,643	1,374,061
Machinery and equipment	577,299	586,151
Land improvements	529,740	587,313
Vehicles	257,982	166,573
Land	175,611	175,611
Information systems, computer, hardware & software	85,407	102,206
	<b>\$ 15,369,826</b>	<b>\$ 15,206,009</b>

	Cost Beginning of Year	Purchased Additions	Disposals	Adjustments	Cost End of Year
Engineered structures					
Roadways	\$ 7,967,563	\$ 588,914	\$ -	\$ -	\$ 8,556,477
Water and wastewater systems	11,895,848	-	-	-	11,895,848
Electrical systems	1,142,324	-	-	-	1,142,324
	<b>21,005,735</b>	<b>588,914</b>	<b>-</b>	<b>-</b>	<b>21,594,649</b>
Buildings	2,060,767	-	-	-	2,060,767
Machinery and equipment	1,114,555	52,713	-	-	1,167,268
Land	175,611	-	-	-	175,611
Land improvements	991,409	-	-	-	991,409
Vehicles	452,737	130,016	(84,241)	-	498,512
Information systems, computer hardware, & software	242,164	-	-	-	242,164
	<b>\$ 26,042,978</b>	<b>\$ 771,643</b>	<b>\$ (84,241)</b>	<b>\$ -</b>	<b>\$ 26,730,380</b>

	Accumulated Amortization Beginning of Year	Current Amortization	Disposals	Write-downs	Accumulated Amortization End of Year
Engineered structures					
Roadways	\$ 4,092,864	\$ 132,967	\$ -	\$ -	\$ 4,225,831
Water and wastewater systems	4,674,487	209,204	-	-	4,883,691
Electrical systems	24,290	45,693	-	-	69,983
	<b>8,791,641</b>	<b>387,864</b>	<b>-</b>	<b>-</b>	<b>9,179,505</b>
Buildings	686,706	45,418	-	-	732,124
Machinery and equipment	528,404	61,565	-	-	589,969
Land improvements	404,096	57,573	-	-	461,669
Vehicles	286,164	34,394	(80,028)	-	240,530
Information systems, computer hardware, & software	139,958	16,799	-	-	156,757
	<b>\$ 10,836,969</b>	<b>\$ 603,613</b>	<b>\$ (80,028)</b>	<b>\$ -</b>	<b>\$ 11,360,554</b>

**TOWN OF BON ACCORD**  
**Notes to Financial Statements**  
**December 31, 2021**

**7. ACCUMULATED SURPLUS**

	<b>2021</b>	<b>2020</b>
Unrestricted surplus	\$ 867,888	\$ 825,593
Restricted surplus		
Capital reserves <i>(Note 8)</i>	1,844,978	1,586,470
Operating reserves <i>(Note 8)</i>	26,032	-
Equity in tangible capital assets <i>(Schedule 1)</i>	13,817,002	13,463,425
	<b>\$ 16,555,900</b>	<b>\$ 15,875,488</b>

**8. RESERVES**

	<b>2021</b>	<b>2020</b>
<b>Capital Reserves</b>		
General operating	\$ 599,974	\$ 599,974
Road improvement	461,000	441,000
Water system	245,753	230,753
Parks & recreation	156,107	9,353
Sanitary sewer system	156,396	141,396
Fire	81,506	71,506
Stormwater	46,754	-
Water offsite levies	21,265	21,265
Building	16,416	16,416
Snow removal	15,000	15,000
Cemetery	14,085	14,085
Economic & community development	10,618	5,618
Equipment	10,552	10,552
Community development	3,853	3,853
Karing for Kids	2,755	2,755
Roots of Empathy Reserve	1,662	1,662
Administration building	782	782
Lilian Schick School	500	500
	<b>\$ 1,844,978</b>	<b>\$ 1,586,470</b>
<b>Operating Reserves</b>		
Recreation	\$ 26,032	\$ -

## **9. CREDIT FACILITY**

The Town has access to a revolving line of credit with a maximum limit of \$230,000. No amounts were drawn on the line of credit at December 31, 2021 or 2020.

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## **10. CONTINGENCIES**

The Town is a member of the Alberta Municipal Insurance Exchange (MUNIX). Under the terms of membership, the Town could become liable for its proportionate shares of any claim losses in excess of the funds held by the exchange. Any liability incurred would be accounted for as a current transaction in the year the losses are determined.

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## **11. CONTRACTUAL OBLIGATIONS**

### *a) Waste Services*

The Town has entered into an agreement for waste hauling services for the period December 2021 - November 2026. The estimated cost of these services is approximately \$110,000 annually. Future requirements will be adjusted based on the Consumer Price Index as calculated by Statistics Canada each year with the increase to take effect on January 1 of each year.

### *b) Peace Officer and Fire Services*

The Town has entered into agreements with Sturgeon County for the provision of Peace Office and fire services for the period of January 1, 2022 - December 31, 2026. The estimated cost of these services is approximately \$70,000 annually increased by 2% or Consumer Price Index as whichever is greater.

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## **12. DEBT LIMITS**

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

	<b>2021</b>	<b>2020</b>
Total debt limit	<b>\$ 5,212,892</b>	\$ 4,773,756
Total debt	<b>(1,552,824)</b>	(1,742,584)
<b>Total debt limit remaining</b>	<b>\$ 3,660,068</b>	\$ 3,031,172
Service on debt limit	<b>\$ 868,815</b>	\$ 795,626
Service on debt	<b>(203,209)</b>	(231,294)
<b>Total service on debt limit remaining</b>	<b>\$ 665,606</b>	\$ 564,332

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

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**TOWN OF BON ACCORD**  
**Notes to Financial Statements**  
**December 31, 2021**

**13. UTILITY FRANCHISE AGREEMENTS**

Disclosure of utility franchise agreement annual revenues as required by Alberta Regulation 313/2000 is as follows:

	<u>2021</u>	<u>2020</u>
Fortis Alberta Inc.	\$ 136,826	\$ 130,494
Atco Gas	81,127	93,936
	<u>\$ 217,953</u>	<u>\$ 224,430</u>

**14. BUDGET FIGURES**

The 2021 budget data presented in these financial statements is based on the operating and capital budgets approved by Council on December 15, 2020. The chart below reconciles the approved financial plan to the figures reported in these financial statements.

	<u>2021 Budget</u>	<u>2021 Actual</u>
Annual surplus	\$ 1,126,793	\$ 680,412
Amortization expense	-	603,612
Purchase of tangible capital assets	(745,915)	(771,643)
Repayment of long-term debt	(142,537)	(189,760)
Net transfers (to) from reserves	(65,000)	(258,508)
	<u>\$ 173,341</u>	<u>\$ 64,113</u>

**15. FINANCIAL INSTRUMENTS**

The Town's financial instruments consist of cash and cash equivalents, receivables, accounts payable and accrued liabilities and long-term debt. It is management's opinion that the Town is not exposed to significant interest, currency or credit risk arising from these financial instruments. Unless otherwise noted, the fair values of these financial instruments approximate their carrying values.

The Town is exposed to credit risk with respect to receivables. Credit risk arises from the possibility that customers may experience financial difficulty and be unable to fulfill their obligations. The large number and diversity of customers minimizes the Town's credit risk.

**16. SEGMENTED INFORMATION**

The Town provides a range of services to its citizens. For each reported segment, revenues and expenses represent both amounts that are directly attributable to the segment and amounts that are allocated on a reasonable basis. The accounting policies used in these segments are consistent with those followed in the preparation of the financial statements as disclosed in Note 1. For additional information see the Schedule of Segmented Disclosure (Schedule 4).

**TOWN OF BON ACCORD**  
**Notes to Financial Statements**  
**December 31, 2021**

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**17. SALARIES AND BENEFITS DISCLOSURE**

Disclosure of salaries and benefits for Town officials, the Town Chief Administrator Officer and designated officers are required by Alberta Regulation 313/2000 is as follows:

	Salary (1)	Benefits (2)	2021	2020
Mayor Mosychuk	\$ 15,537	\$ 567	\$ <b>16,104</b>	\$ 292
Mayor Holden (Oct 18 - Dec 31)	4,333	-	<b>4,333</b>	-
Mayor Hutton	-	-	-	17,657
Councillors				
May	14,045	497	<b>14,542</b>	15,207
Bidney	11,870	385	<b>12,255</b>	12,335
Laing	11,420	358	<b>11,778</b>	11,093
Holden (Jan 1 - Oct 17)	10,588	-	<b>10,588</b>	12,170
Roemer	2,676	113	<b>2,789</b>	-
	<b>\$ 70,469</b>	<b>\$ 1,920</b>	<b>\$ 72,389</b>	<b>\$ 68,754</b>
Chief Administrative Officers	<b>\$ 149,532</b>	<b>\$ 27,625</b>	<b>\$ 177,157</b>	<b>\$ 138,869</b>
Designated Officers	<b>\$ 13,173</b>	<b>\$ -</b>	<b>\$ 13,173</b>	<b>\$ 16,495</b>

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

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

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

**18. APPROVAL OF FINANCIAL STATEMENTS**

These financial statements were approved by Council and management.

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**TOWN OF BON ACCORD**  
**REQUEST FOR DECISION**

<b>Meeting:</b>	Regular Meeting of Council
<b>Meeting Date:</b>	April 05 <sup>th</sup> , 2022
<b>Presented by:</b>	Falon Fayant, Corporate Services Manager
<b>Title:</b>	Community Safety and Security Report
<b>Agenda Item No.</b>	5.2

**BACKGROUND/PROPOSAL**

During the January 18<sup>th</sup> Regular Meeting of Council, administration was directed to Council direct administration to investigate more options to improve town security and to investigate opportunities to increase collaboration with RCMP and bylaw services.

**DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES**

The enclosed Community Safety and Security Report was developed to provide options for consideration that may be incorporated into day-to-day operations within the current staffing or resource levels as well as other options that may be incorporated in the future depending on budget capacity.

Secondly, some of the options or strategies were gleaned from the discussion that took place at the Council Community Connections event and the RCMP Town Hall that were held on March 16<sup>th</sup>, 2022.

**STRATEGIC ALIGNMENT**

Priority Two: The residents of Bon Accord live in a safe and attractive community.

**COSTS/SOURCES OF FUNDING**

Annual Budget

**RECOMMENDED ACTION (by originator)**

THAT Council accept the Community Safety and Security Report as information.

THAT Council accept the Community Safety and Security Report and direct administration to....

## **COMMUNITY SAFETY AND SECURITY REPORT**

### **APRIL 05<sup>TH</sup>, 2022**

---

Administration has been directed by Council to contemplate the enhanced strategies for community focused safety/security and crime prevention initiatives as well as to discover opportunities for further collaboration to support these initiatives.

Community safety and crime prevention are important to the quality of life of residents within the Town of Bon Accord.

The following actions that may help to address safety or security challenges and enhance the value of our current enforcement services and policing model.

#### **A. Public Education and Awareness**

- Include monthly information in the Town Newsletter regarding community safety and crime prevention initiatives (for example, RCMP statistics, Lock or Lose It Campaign, Coffee with a Cop engagement sessions)
- Work with bylaw services and the RCMP to offer crime prevention or other community safety workshops for all ages
- Develop a Crime Prevention and Community Safety section of the Town website as shown in the example from the City of Edmonton

#### **B. Collaborate with Community Volunteers**

- Support the revitalization of the Citizens on Patrol volunteer Group
- Investigate Block Parent Program and circulate information regarding this program in the community

#### **C. Collaborate with RCMP and Bylaw Services**

- Hold joint quarterly meetings with Town administration, bylaw services and the RCMP to identify/discuss trends, issues, and potential strategies for working together to address these trends and issues (i.e. public information or awareness campaigns)

#### **D. Community Safety and Security by Design**

- Investigate areas in Town where more signs with bylaw or safety signs would be of benefit. For example, Vandalism is a Crime. Report any vandalism or suspicious activity to the RCMP (include phone number)
- Consider any areas where additional lighting on Town Property would be of benefit for crime prevention
- Continue to encourage Neighborhood Block Parties. These events are intended to help neighbors get to know one another and develop community connectedness and cohesion

## **E. Regional Collaboration Programs**

- Investigate the possibility of working with regional partners to participate in the CAPTURE Program

## **F. Supplemental Information**

### **Crime Prevention Through Environmental Design Information:**

The information below was taken from the **City of Edmonton** Website:

**Crime Prevention Through Environmental Design (CPTED)** helps make communities safer through neighbourhood planning, development and maintenance.

CPTED deters criminal activity through natural surveillance (visibility, positive social activities), natural access control (entry and exit points, fences) and natural boundaries (clear ownership, clearly marked private spaces).

### **Graffiti and Vandalism**

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What you can do:

- Clean up graffiti as soon as possible
- Use decorative landscaping, murals, and lights to discourage tagging of buildings
- Avoid shrubs and other natural objects a person could hide behind
- Select trees that will allow for sight lines

### **Streets and Public Spaces**

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What you can do:

- Hold neighbourhood activities like block parties
- Ensure streets are pedestrian friendly
- Create streetscapes
- Calm traffic to reduce traffic flow and excessive speed

### **Parking Lots**

---

What you can do:

- Clearly identify stairwells
- Post easy to see and read directional signs
- Reduce hiding spots with windows and mirrors
- Influence behaviours with bright, motivating, reflective colours on backgrounds
- Increase visibility with lights and sight lines
- Use security personnel and security systems

### **Trails and Parks**

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What you can do:

- Deny access to isolated areas
- Direct traffic
- Hold activities in the park
- Keep signs in good repair
- Redesign space to increase sight lines and to reduce hiding areas
- Clear transitional zones from public to private spaces
- Relocate gathering areas to places with the best natural sight lines and access control

**Other Resources on the City of Edmonton Website:**

[https://www.edmonton.ca/residential\\_neighbourhoods/community\\_safety/crime-prevention-through-environmental-design](https://www.edmonton.ca/residential_neighbourhoods/community_safety/crime-prevention-through-environmental-design)

1. Home Safety Quiz
2. Safety Audit Guide:

**Submitted by Jodi Brown (Town Manager)**

**TOWN OF BON ACCORD**  
**REQUEST FOR DECISION**

<b>Meeting:</b>	Regular Meeting of Council
<b>Meeting Date:</b>	April 5, 2022
<b>Presented by:</b>	Falon Fayant, Corporate Services Manager
<b>Title:</b>	Appointment of Library Board Trustee and Financial Reviewer
<b>Agenda Item No.</b>	6.1

**BACKGROUND/PROPOSAL**

On March 19, 2022, administration received two letters (attached) from the Bon Accord Public Library Board.

One is requesting Council's approval for Annette McManus to be appointed to serve as a Library Board Trustee, the other is requesting Council's approval for Beverly Lehtonen to be appointed as the Financial Reviewer for the Bon Accord Public Library Board's 2021 accounts.

Members of the library board are appointed in accordance with the Municipal Library Bylaw 2003-04 (attached).

**DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES**

Council may appoint the individuals indicated or recommend that the Bon Accord Public Library Board select alternates for each position.

**STRATEGIC ALIGNMENT (REFERENCE STRATEGIC PLAN)**

Priority 5 – 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)**

Resolution #1:

THAT Council approve Annette McManus to serve as a Library Board Trustee on the Bon Accord Public Library Board.

Resolution #2:

THAT Council approve Beverly Lehtonen as the Financial Reviewer for the Bon Accord Public Library Board's 2021 accounts.



Box 749  
Bon Accord, AB T0A 0K0  
Phone: 780-921-2540  
Fax: 780-921-2580  
Web: [www.bonaccordlibrary.ab.ca](http://www.bonaccordlibrary.ab.ca)

March 18, 2022

Town of Bon Accord  
Mayor and Council  
Box 779  
Bon Accord, AB  
T0A 0K0

Dear Mayor Holden and Councillors,

We are writing to request your approval of our newest Library Board Trustee.

Annette McManus has been a resident of Sturgeon County for over 30 years. She was a Library Board Trustee in the 1990's and has continued to be a volunteer on our Friends of the Library. She is a strong supporter of the library and we feel that she would be a valuable asset to our Board of Trustees.

Thank you for your consideration on this matter. If you require further information, please contact our Board Chairperson, Brenda Gosbjorn at 780-218-1037.

Kindest Regards,

Brenda Gosbjorn,  
Chairperson  
On behalf of the entire Town of Bon Accord Library Board





Box 749  
Bon Accord, AB T0A 0K0  
Phone: 780-921-2540  
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March 18, 2022

Town of Bon Accord  
Mayor and Council  
Box 779  
Bon Accord, AB  
T0A 0K0

Dear Mayor Holden and Councillors,

We are writing to request your approval of our Financial Reviewer of the 2021 Library Board accounts.

Beverly Lehtonen is a resident of Bon Accord and has moderate work experience in bookkeeping/accounting. She has agreed to review the 2021 accounts of the Bon Accord Public Library for us.

Thank you for your consideration on this matter. If you require further information, please contact our Board Chairperson, Brenda Gosbjorn at 780-218-1037.

Kindest Regards,

Brenda Gosbjorn,  
Chairperson  
On behalf of the entire Town of Bon Accord Library Board

**TOWN OF BON ACCORD  
ByLaw 2003-04  
MUNICIPAL LIBRARY ByLaw**

---

**A BYLAW OF THE TOWN OF BON ACCORD, IN THE PROVINCE OF ALBERTA, TO PROVIDE FOR THE ESTABLISHMENT OF A MUNICIPAL LIBRARY.**

---

**Whereas** pursuant to authority vested under the Municipal Government Act, Chapter M-26 (2000), with Amendments, and the Alberta Libraries Act (2000) and its' Regulations and Amendments. Council may pass bylaws for the establishment of a Municipal Library Board;

**And Whereas** the Libraries Act governs the provision of library services within a municipality;

Bon Accord Town Council enacts:

**PART I – PURPOSE, DEFINITIONS AND INTERPRETATION**

**PURPOSE:**

1. The purpose of this bylaw is to continue the Bon Accord Public Library Board to oversee the public library system within the Town of Bon Accord, in accordance with the provisions of the Libraries Act.

**DEFINITIONS:**

2. In this bylaw, unless the context otherwise requires:
  - a. **“Act”** means the Libraries Act (2000) and its' Regulations and Amendments;
  - b. **“Board”** means the Bon Accord Public Library Board established by Council and continued under this bylaw;
  - c. **“CAO”** means the Chief Administrative Officer of the Town of Bon Accord;
  - d. **“Council”** means the municipal council of the Town of Bon Accord;
  - e. **“Family Member”** means a person's spouse, the person's children, the parents of the person and the parents of the person's spouse;
  - f. **“Member”** means a member of the Board;
  - g. **“Spouse”**

**TOWN OF BON ACCORD  
ByLaw 2003-04  
MUNICIPAL LIBRARY ByLaw**

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- i. includes a party to a relationship between two people who are living together on a bona fide domestic basis, and
- ii. does not include a spouse who is living apart from the other spouse if the spouses have separated pursuant to a written separation agreement or if their support obligations and family property have been dealt with by a court order.

**RULES FOR INTERPRETATION:**

- 3. The marginal notes and headings in this bylaw are for reference purposes only.

**PART II – ESTABLISHMENT AND DUTIES**

**ESTABLISHMENT:**

- 4. The Library Board, to be known as “The Bon Accord Public Library Board”, is hereby continued as the municipal library board for the Town of Bon Accord.

**DUTIES:**

- 5. The Board will perform all duties and exercise all powers imposed upon it by the Act.

**PART III – STRUCTURE AND PROCEDURES**

**STRUCTURE:**

- 6.
  - a. The Board will consist of not more than ten (10) Members appointed in accordance with the Act.
  - b. Two Members of the Board may be members of Council.
  - c. The Town Council will co-ordinate the selection of Board Members.
  - d. A person who is an employee of the Library or whose Family Member is an employee of the Library shall not be eligible to be a Member of the Board.
  - e. The Members will be appointed by resolution of Council for a term of up to three years, to a maximum of three consecutive terms of office.

**TOWN OF BON ACCORD  
ByLaw 2003-04  
MUNICIPAL LIBRARY ByLaw**

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- f. Any vacancy arising from any cause will be filled by Council as soon as reasonably possible for Council to do so.
- g. Notwithstanding this section, the term of office of a Board Member continues until:
  - i. a Member is appointed in his/her place;
  - ii. a resignation is received; or
  - iii. a Member is removed by Council.

whichever occurs first.

**PROCEDURES:**

- 7.
  - a. The Board will follow the procedures in Part 1 and Part 5 of the act and may establish such other procedures as authorized by law.
  - b. The Board will report to Town Council through Council appointed Board Member. The Board shall provide Council with copies of current monthly financial reports, minutes, resolutions, bylaws and policies approved by the Library Board. Council may disallow, but may not change the bylaws.

**PART IV – BUDGET AND ACCOUNTS**

**BUDGET:**

- 8. The Board will annually submit a budget to the CAO in accordance with the provisions of the Act.

**AUDITOR:**

- 9.
  - a. The Board will retain an Auditor to conduct an audit of the Board's accounts in accordance with the Act.
  - b. The Auditor retained by the Board must be independent and follow generally accepted auditing practices.
  - c. The Council will approve the Auditor for the Board.

**TOWN OF BON ACCORD  
ByLAW 2003-04  
MUNICIPAL LIBRARY ByLAW**

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- d. The Board will have the audit submitted to the CAO immediately after its completion.

**PART V – GENERAL**

**NUMBER AND GENDER REFERENCES:**

10. All references in this bylaw will be read with such changes in number and gender as may be appropriate according to whether the reference is to a male or female person, or a corporation or partnership.

**REPEALS:**

11. Bylaw 2003-03 is repealed.

READ a FIRST time this 9<sup>th</sup> day of September, 2003.

\_\_\_\_\_  
Dave Latta, Mayor

\_\_\_\_\_  
Linda Zacharias, CAO

READ a SECOND time this 9<sup>th</sup> day of September, 2003.

\_\_\_\_\_  
Dave Latta, Mayor

\_\_\_\_\_  
Linda Zacharias, CAO

READ a THIRD time and FINALLY PASSED this 9<sup>th</sup> day of September, 2003

\_\_\_\_\_  
Dave Latta, Mayor

\_\_\_\_\_  
Linda Zacharias, CAO

**TOWN OF BON ACCORD**  
**REQUEST FOR DECISION**

<b>Meeting:</b>	Regular Meeting of Council
<b>Meeting Date:</b>	April 5, 2022
<b>Presented by:</b>	Falon Fayant, Corporate Services Manager
<b>Title:</b>	Regular Meeting of Council Action Item List
<b>Agenda Item No.</b>	6.2

**BACKGROUND/PROPOSAL**

Currently, administration presents an action item list to Council at each regular meeting of Council. Administration understands the importance of communication and transparency with Council, while being cognizant of the extended period of time that is required to present the action item list at each meeting.

At the March 30, 2022, Council Briefing Committee meeting, administration presented the option for the action item list to be grouped with the CAO's monthly report, as per Municipal Affairs' recommended agenda outline (pp. 11-12 attached).

**DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES**

Grouping the action item list and CAO report will ensure Council maintains knowledge of the status of tasks or projects as directed by Council on a monthly basis in a more efficient manner.

Administration will amend the administrative procedures, as per the Council Agenda Policy, to remove the action item list and add the list to the monthly CAO report. In the future, these procedures may be incorporated into the Procedural Bylaw.

**STRATEGIC ALIGNMENT**

Vision Mission and Values:

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**

N/A

**RECOMMENDED ACTION (BY ORIGINATOR)**

Choose one of the following options:

THAT Council approves the removal of the action item list from the Council Agenda template and further that the Action Item list be included in the CAO Monthly Report.

THAT Council direct administration to ...

**TOWN OF BON ACCORD**  
**REQUEST FOR DECISION**

<b>Meeting:</b>	Regular Meeting of Council
<b>Meeting Date:</b>	April 5, 2022
<b>Presented by:</b>	Falon Fayant, Corporate Services Manager
<b>Title:</b>	2022 Rates of Taxation Bylaw 2022-08
<b>Agenda Item No.</b>	7.1

**BACKGROUND/PROPOSAL**

At the March 15 Regular Meeting of Council, Administration presented Bylaw 2022-08 for first reading, and three different tax rate scenarios for Council's consideration.

COUNCILLOR BIDNEY MOVED THAT Council give first reading to the Rates of Taxation Bylaw 2022-08, as amended, with scenario C rates. In favour: Mayor Holden, Councillor Bidney, and Councillor Roemer. Opposed: Deputy Mayor Laing, Councillor May. Resolution 22-119.

As moved by Resolution 22-119, Bylaw 2022-08 represents the rates of taxation as presented in Scenario C:

Scenario C represents the increase of 1.27% for all classes, which was the expected increase when preparing the budget, to collect the expected budgeted tax revenue. Because assessments came in higher than expected, should Council collect the budgeted 1.27% increase, Scenario C would raise \$52,521 more than the expected budgeted dollar value.

The impact of the rates of Scenario C on the average residential, commercial, and farmland properties for the year is shown in the following table:

	2021 Assessment	2021 Municipal Levy	2022 Assessment	2022 Municipal Levy	Variance
Average Residential	250,664	\$ 2,588.74	257,593	\$ 2,694.08	\$ 105.35
Average Commercial	352,041	\$ 6,703.38	375,164	\$ 7,234.40	\$ 531.02
Average Farmland	10,533	\$ 521.24	10,533	\$ 527.86	\$ 6.62

*\*\* These values are the average values from the Town's assessor taken from the Town as a whole and are not representative of a specific property or person.*



The monthly affect for the average residential property is a cost increase of \$8.78 per month, an increase of \$44.25 for the average commercial property, and a decrease of \$0.55 for the average farmland property.

As previously discussed, the main reasons to consider Scenario C are the impacts to the budget that administration and Council were previously unaware of during the budget consideration:

- Public works – fuel increases and snow removal operation increases.
- Administration – town security system requires an upgrade.
- Current year capital projects– with the rising cost of inflation and fuel the total cost to complete the anticipated capital projects may be higher than expected, and our MSI capital funds are lower than what was expected.
- Transfers to reserves – savings for future growth and aging infrastructure repairs.
- Inflation increases across all areas are both higher than expected and higher than budgeted. In January, Canadian inflation was at 5.1% and 5.7% for February, and Alberta was at 4.8% in January and 5.5% in February. At the time of budget deliberations, 2021 inflation was 4% for Alberta and 4.4% for Canada.

*Setting the rates of taxation is an opportunity to invest in the community – for current growth and maintenance and saving for future growth and infrastructure.*

*Tax rate planning strategies allow for slow, continual growth in line with inflation and with strategic plans and the growth of the community, rather than large gaps of stagnancy which then require large increases to catch up to inflation.*

*In review.* Overall assessments for the Town of Bon Accord for 2022 have increased by 3% from 2021. 2021 assessment totals were \$141,475,070 and 2022 assessment totals are \$146,248,510. Historically, assessments have been decreasing by an average of 2% every year since 2019.

At the Special Meeting of Council December 14, 2021, Council approved the budget whereby general municipal taxation was to raise \$1,536,839.

The 2022 Alberta School Foundation Requisitions are \$364,710 for residential/farmland and \$25,631 for non-residential for a total remittance of \$392,268. This is based on the equalized assessment released by the Alberta Government, and the Town has no control over these values. There was an under-levy of \$20,915 identified from 2021, meaning the Town did not collect the same amount of funds from ASFF taxes as was remitted to the Alberta School Foundation. This was due in part to the late approval of the Order in Council, and as such the property tax requisitions were not released as expected by March 15, 2021, and instead were released May 4, 2021. This under-levy has been added to be collected to this year's requisition.

The 2022 Homeland Housing requisition is \$12,616 and is based upon the equalized assessment values, and the Town has no control over these values.

To date, the designated industrial property requisition levy rate has not been released by the government. Values under \$1,000 are not expected to be remitted back to the government.

Per Section 353 of the MGA

(1) Each Council must pass a property tax bylaw annually.

(2) The property tax bylaw authorizes the Council to impose a tax in respect of property in the municipality to raise revenue to be used toward the payment of

(a) the expenditures and transfers set out in the budget of the municipality, and

(b) the requisition

## DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

As presented at the March 15 Regular Meeting of Council, Council could also reconsider Scenario B or Scenario A.

### *Scenario B*

The tax rates from Scenario B would collect the budgeted dollar value (or as close as could be calculated) of \$1,536,845 (slight difference of \$6). These tax rates also represent a decrease of approximately 2.09% for residential/farmland and 2.08% for non-residential/M&E.

The impact of these rates on the average residential, commercial, and farmland properties is shown in the following table:

	2021 Assessment	2021 Municipal Levy	2022 Assessment	2022 Municipal Levy	Variance
Average Residential	250,664	\$ 2,588.74	257,593	\$ 2,604.70	\$ 15.96
Average Commercial	352,041	\$ 6,703.38	375,164	\$ 6,995.09	\$ 291.71
Average Farmland	10,533	\$ 521.24	10,533	\$ 510.35	-\$ 10.89

*\*\* These values are the average values from the Town's assessor taken from the Town as a whole and are not representative of a specific property or person.*

The monthly affect for the average residential property is a cost increase of \$1.33 per month, an increase of \$24.31 for the average commercial property, and a decrease of \$0.91 for the average farmland property.

### Scenario A

Scenario A represents a 0% increase for all classes and would raise \$32,667 more than the expected budget value.

The impact of the rates of Scenario A on the average residential, commercial, and farmland properties is shown in the following table:

	2021 Assessment	2021 Municipal Levy	2022 Assessment	2022 Municipal Levy	Variance
Average Residential	250,664	\$ 2,588.74	257,593	\$ 2,660.30	\$ 71.56
Average Commercial	352,041	\$ 6,703.38	375,164	\$ 7,143.67	\$ 440.30
Average Farmland	10,533	\$ 521.24	10,533	\$ 521.24	\$ -

*\*\* These values are the average values from the Town's assessor taken from the Town as a whole and are not representative of a specific property or person.*

The monthly affect for the average residential property is a cost increase of \$5.97 per month, an increase of \$36.70 for the average commercial property, and no change for the average farmland property.

The Combined Assessment and Tax Notice must be mailed by April 30, 2022.

### STRATEGIC ALIGNMENT

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

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

Tax revenue collected is a major source of budget revenue.

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

### **Resolution #1**

THAT Council gives 2<sup>nd</sup> reading to the 2022 Rates of Taxation Bylaw 2022-08 as presented.

### **Resolution #2**

THAT Council gives 3<sup>rd</sup> and final reading to the 2022 Rates of Taxation Bylaw 2022-08 as presented.

**TOWN OF BON ACCORD  
2022 RATES OF TAXATION BYLAW  
BYLAW 2022-08**

---

**A BYLAW TO AUTHORIZE THE RATES OF TAXATION TO BE LEVIED AGAINST ASSESSABLE PROPERTY WITHIN THE TOWN OF BON ACCORD FOR THE 2022 TAXATION YEAR.**

---

**WHEREAS**, the Town of Bon Accord has prepared and adopted detailed estimates of the municipal revenue and expenditures as required, at the council meeting held December 14, 2021; and

**WHEREAS**, the estimated municipal expenditures and transfers set out in the budget for the Town of Bon Accord for 2022 total \$6,984,510 and

**WHEREAS**, the estimated municipal revenues and transfers from all sources other than taxation is estimated at \$5,563,697 and \$1,589,360 is to be raised by general municipal taxation; and

**WHEREAS**, the requisitions are:

Alberta School Foundation Fund (ASFF)

Residential/Farmland	\$385,138
Non-residential	\$26,117

Homeland Housing	\$12,616
------------------	----------

Designated Industrial Property (Including M&E)	\$136.73
--	----------

**WHEREAS**, the Council of the Town of Bon Accord is required each year to levy on the assessed value of all property, tax rates sufficient to meet the estimated expenditures and requisitions; and

**WHEREAS**, the Council is authorized to classify assessed property, and to establish different rates of taxation in respect to each class of property, subject to the Municipal Government Act, Chapter M-26, Revised Statutes of Alberta, 2000 and

**WHEREAS**, the assessed value of all taxable property in the Town of Bon Accord as shown on the assessment roll is:

	<u>Assessment</u>
Residential	\$138,024,000
Farmland	\$63,200
Non-residential vacant	\$459,700
Machinery & Equipment	\$45,080
Non-residential	\$6,197,240
Residential – Annexed	\$1,318,110
Farmland – Annexed	\$99,100
Machinery & Equipment - Annexed	\$42,080
	<u>\$146,248,510</u>

**TOWN OF BON ACCORD  
2022 RATES OF TAXATION BYLAW  
BYLAW 2022-08**

---

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

1. That the Chief Administrative Officer is hereby authorized to levy the following rates of taxation on the assessed value of all property as shown on the assessment roll of the Town of Bon Accord.

	TAX LEVY	ASSESSMENT	TAX RATE
<u>General Municipal</u>			
Non-Residential (including M&E)	\$120,373	\$6,242,320	.01928330
Residential	\$1,443,549	\$138,024,000	.01045868
Farmland	\$3,167	\$63,200	.05011502
Non-Residential Vacant	\$16,096	\$459,700	.03501395
Annexed Non-Residential/M&E	\$433	\$42,080	.01028080
Annexed Residential	\$4,804	\$1,318,110	.00364490
<u>Annexed Farmland</u>	<u>\$938</u>	<u>\$99,100</u>	<u>.00947000</u>
	\$1,589,360	\$146,248,150	
<u>Education</u>			
Residential/Farmland	\$385,138	\$139,504,410	.00276076
<u>Non-residential</u>	<u>\$26,117</u>	<u>\$6,699,020</u>	<u>.00389856</u>
	\$411,254	\$146,203,430	
<u>Homeland Housing</u>	\$12,616	\$146,248,510	.00008626
<u>Designated Industrial Property (Including M&amp;E)</u>	<u>\$136.73</u>	<u>\$1,785,000</u>	<u>.00007660</u>

2. That levy values for annexed properties are subject to change based on Section 5(2) of Order in Council 032/2018 that states annexed land and assessable improvements must be assessed and levied as if they had remained in Sturgeon County. Therefore, those assessed properties will be subject to Sturgeon County taxation bylaw rates, once passed.
3. The minimum amount payable as property tax for general municipal purposes shall be \$300.
4. The rates in this Bylaw shall also apply to the assessed value of all designated industrial property.
5. That this Bylaw shall come into force and take effect upon the date of third reading.

**TOWN OF BON ACCORD  
2022 RATES OF TAXATION BYLAW  
BYLAW 2022-08**

---

READ A FIRST TIME THIS 15th DAY OF March 2022.

\_\_\_\_\_  
Mayor Brian Holden

\_\_\_\_\_  
Chief Administrative Officer Jodi Brown

READ A SECOND TIME THIS 5<sup>th</sup> DAY OF April 2022.

\_\_\_\_\_  
Mayor Brian Holden

\_\_\_\_\_  
Chief Administrative Officer Jodi Brown

READ A THIRD TIME THIS 5<sup>th</sup> DAY OF April 2022.

\_\_\_\_\_  
Mayor Brian Holden

\_\_\_\_\_  
Chief Administrative Officer Jodi Brown

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

**TOWN OF BON ACCORD**  
**REQUEST FOR DECISION**

<b>Meeting:</b>	Regular Meeting of Council
<b>Meeting Date:</b>	April 05 <sup>th</sup> , 2022
<b>Presented by:</b>	Falon Fayant, Corporate Services Manager
<b>Title:</b>	Fire Services Bylaw 2022-11
<b>Agenda Item No.</b>	7.2

**BACKGROUND/PROPOSAL**

Municipal Affairs conducted the Municipal Accountability Program in Bon Accord in 2019/2020.

One of the outstanding items for correction from this review was the stipulation in the current Fire Bylaw 2020-20 (enclosed), that Council appoint the Fire Chief. The Municipal Government Act (MGA) does not specifically give Councils the authority to appoint Fire Chiefs. Hence, the bylaw needed to be updated in this respect and further to reflect the current practice of contracting fire services from Sturgeon County.

Therefore, the Town's legal counsel drafted the new Fire Services Bylaw 2022-11 to meet these requirements and further to update the bylaw to meet current legislation standards.

**DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES**

The enclosed new Fire Services Bylaw 2022-11 (draft) has been reviewed by Administration in consultation with the Sturgeon County Fire Chief. Following this review, the proposed changes to the draft Fire Services Bylaw 2022-11 are reflected in red. Further, in consultation with the Fire Chief, administration has added proposed Violation Ticket fines to the draft bylaw.

**STRATEGIC ALIGNMENT**

Vision, Mission, Values Statement:

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

Strategic Plan:

Priority Two: The residents of Bon Accord live in a safe and attractive community.

**COSTS/SOURCES OF FUNDING**

Annual Budget



**RECOMMENDED ACTION (by originator)**

THAT Council give first reading to Fire Services Bylaw No. 2022-11 to repeal and replace Fire Bylaw 2020-20.

**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.

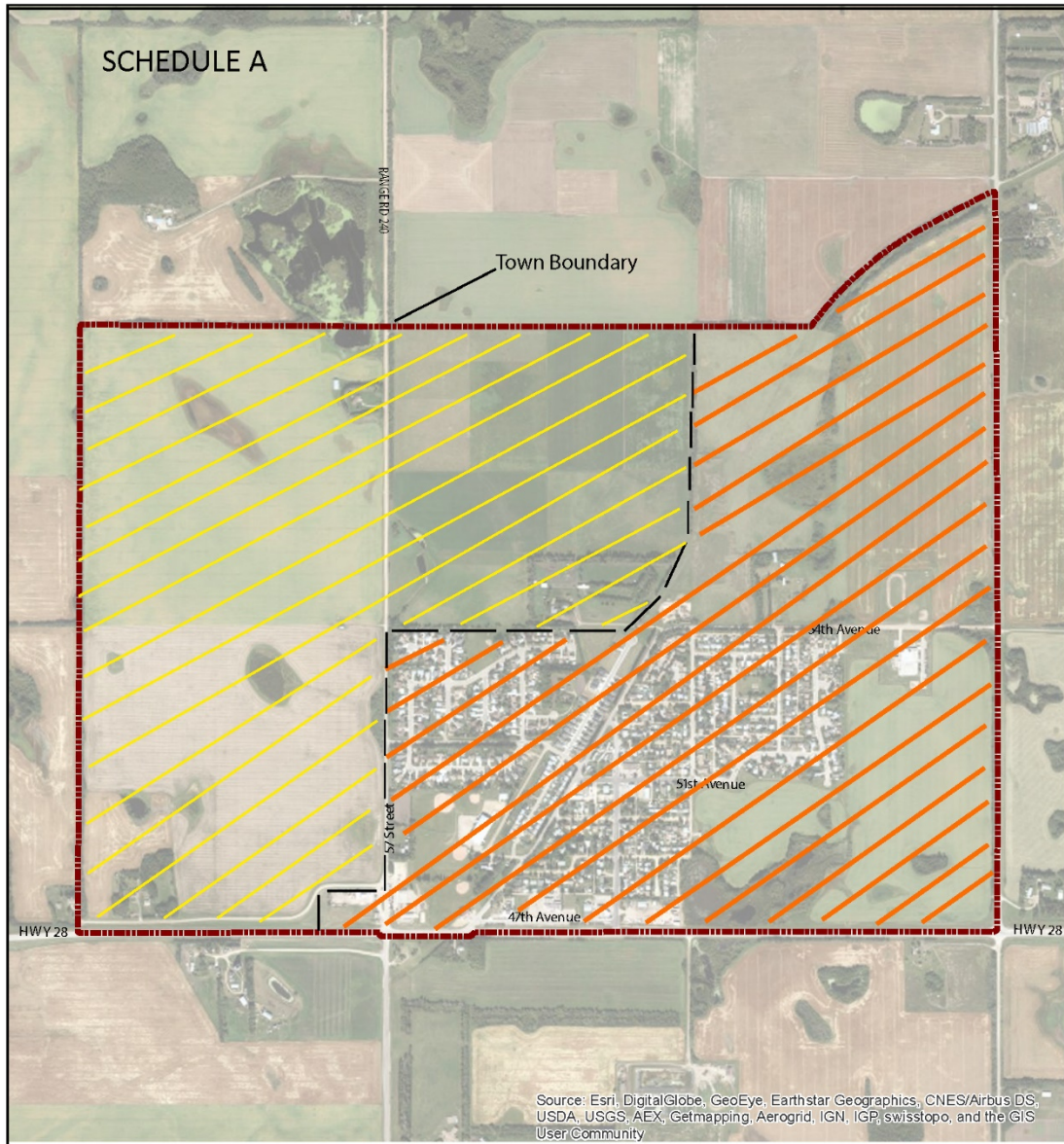


Mayor



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.*

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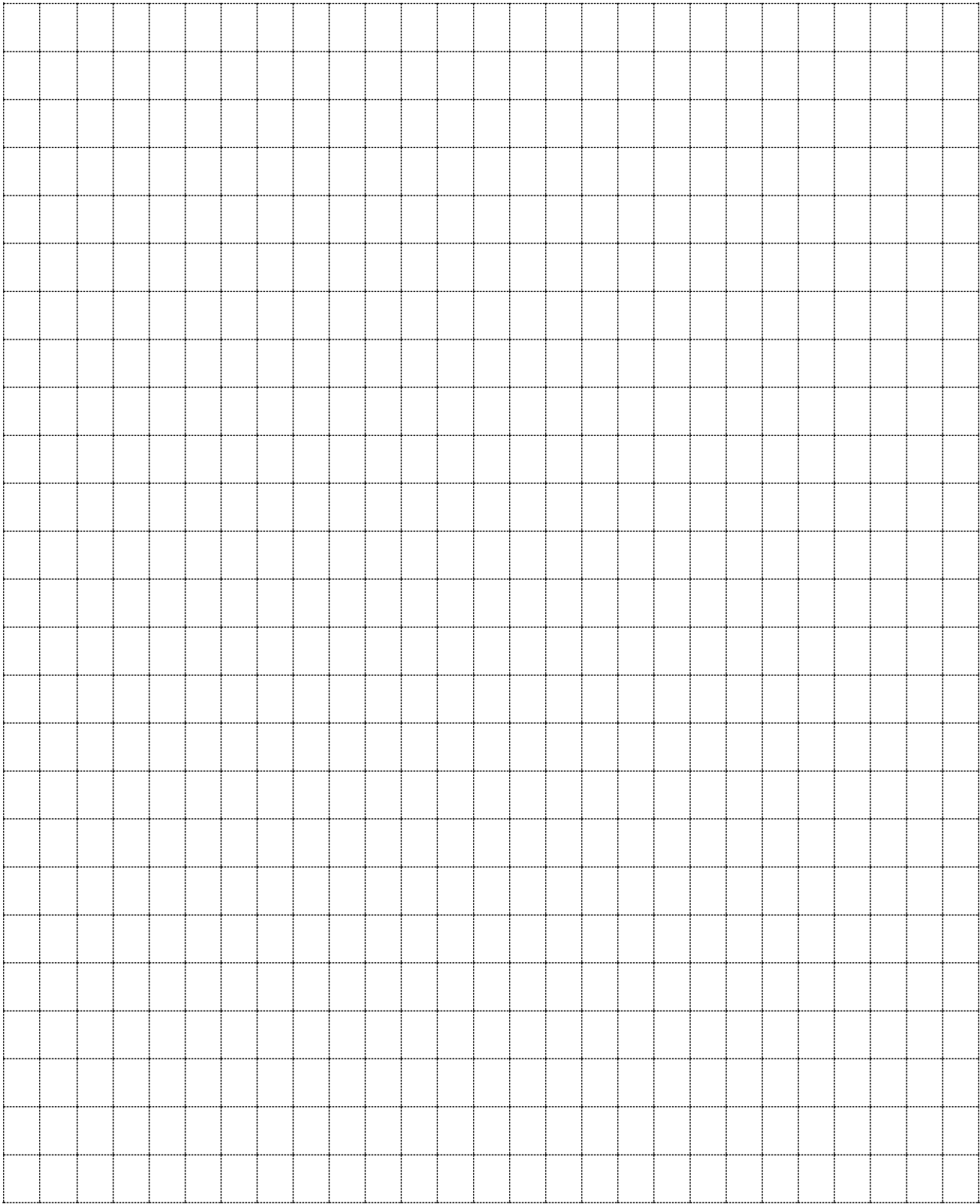
#### Office Use Only

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
<b>Section</b>	<b>Prohibition/Violation</b>	<b>Penalty</b>

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
<b>Section</b>	<b>Prohibition/Violation</b>	<b>Penalty</b>
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

## TOWN OF BON ACCORD

### BYLAW No. 2022-11

#### FIRE SERVICES BYLAW

**BEING A BYLAW OF THE TOWN OF BON ACCORD, IN THE PROVINCE OF ALBERTA, FOR THE PURPOSE OF ESTABLISHING AND OPERATING FIRE SERVICES, PROVIDING A PERMITTING SYSTEM FOR FIRES AND FIREWORKS, AND AUTHORIZING THE RECOVERY OF FEES, EXPENSES AND CHARGES**

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**WHEREAS**, the *Municipal Government Act* provides that a council may pass bylaws respecting:

- a) the safety, health and welfare of people and the protection of people and property;
- b) services provided by or on behalf of the Town; and
- c) the enforcement of bylaws;

**AND WHEREAS**, the *Municipal Government Act* further provides that a municipality may pass bylaws to regulate, prohibit and impose a system of licenses, permits or approvals and may collect, pursuant to a bylaw, costs and expenses incurred by the municipality for extinguishing fires;

**AND WHEREAS**, the *National Fire Code – 2019 Alberta Edition* contemplates that municipalities will regulate the use, sale and storage of fireworks within their jurisdiction;

**AND WHEREAS**, the Town of Bon Accord wishes to provide for the prevention and control of fires within its boundaries;

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

#### **PART I – INTERPRETATION AND DEFINITIONS**

##### **Bylaw Title**

- 1** This Bylaw may be cited as the “**Fire Services Bylaw**”.

##### **Definitions**

- 2** In this Bylaw:

- (a) “**Agreement**” means the Fire Services Agreement entered into between the Town and Sturgeon County respecting the provision of Fire Protection within the boundaries of the Town by Sturgeon County;
- (b) “**Apparatus**” means any vehicle provided with machinery, devices, Equipment or materials for firefighting operated by or for Fire Services whether that vehicle operates on land, in the air, or on the water;

**Bylaw No. 2022-11**  
**Fire Services Bylaw**

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- (c) **“Approved Fire Pit”** means an outdoor receptacle that meets the following specifications:
- (i) is fully enclosed on all sides and constructed entirely from bricks, concrete blocks, heavy gauge metal, or other non-combustible materials acceptable to the Fire Chief;
  - (ii) height does not exceed sixty (60) centimeters when measured from the surrounding grade to the top of the pit covering;
  - (iii) opening does not exceed one (1) metre in width or in diameter when measured between the widest points or outside edges;
  - (iv) is set upon or built into the bare ground or on a non-combustible material such as brick, stone or concrete;
  - (v) is not located over any underground utilities;
  - (vi) is a minimum of one (1) meter laterally and five (5) meters vertically from any aboveground wires; ~~and~~
  - (vii) when measured from the nearest edge must be a minimum of four (4) meters from any part of the residence including overhang;
  - (viii) when measured from the nearest edge must be a minimum of three (3) meters from any property line, out buildings, or combustible materials such as fences or trees;
  - (ix) when in operation, shall have a spark arrester screen with maximum openings of ½ inch and
  - (x) as may otherwise be determined by the Fire Chief having regard to health, safety, hazards and risks.
  - (xi) If there is no place on the property where a fire pit may be located using the above ~~distances~~—specifications, a variance may be applied for, if in the opinion of the Fire Chief or his designate, such safeguards and precautions are in place and that the fire pit will be used safely, a variance may be granted by the Fire Chief or his designate with the person or persons requesting the variance.
- (d) **“Burnable Debris”** has the same meaning given to it in the *Substance Release Regulation*, and includes ~~all combustible waste other than the Prohibited Debris as well as~~ cardboard and paper products;
- (e) **“Burning Barrel Fire”** means a fire confined to an outdoor receptacle that meets the following specifications:
- (i) non-combustible structure or container that has draft holes no larger than five (5) millimeters in diameter;

**Bylaw No. 2022-11**  
**Fire Services Bylaw**

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- (ii) equipped with a heavy gauge metal screen to contain sparks over the fire at all times, with a mesh size not greater than sixteen (16) millimeters secured in place with latches or weights;
  - (iii) which is lit for the purpose of burning household refuse or other Burnable Debris; and
  - (iv) is not located over underground utility services or below aboveground wires;
- (f) **"Burning Hazard"** means an actual or potential occurrence of fire or other combustion of organic or inorganic material that could endanger human life or property or damage property;
- (g) **"Chief Administrative Officer"** means the individual appointed as the chief administrative officer of the Town by resolution of Council in accordance with *Municipal Government Act*, or their delegate;
- (h) **"Council"** means the duly elected council of the Town;
- (i) **"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 it's 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;
- (j) **"Equipment"** means any tools, devices or materials used by Fire Services to combat an Incident or other emergency;
- (k) **"False Alarm"** means any notification, by whatever means received, to Fire Services respecting the existence of a condition, circumstance, fire or other event containing an imminent, serious danger to Persons or Property, wherein such condition, circumstance, fire or other event does not, in fact, exist;
- (l) **"Fire Advisory"** means an order issued pursuant to this Bylaw for the purpose of fire prevention and cessation of all Fire Permits and Fireworks Permits for the duration of the advisory;
- (m) **"Fire Ban"** means any fire ban, whether municipally or provincially declared, that prohibits fires in all or part of the Town;
- (n) **"Fire Chief"** means the individual appointed by Sturgeon County as fire chief for the Town, in accordance with the Agreement, or their delegate;
- (o) **"Fire Permit"** means a permit issued by the Fire Chief, authorizing the setting of a specific type of fire;

**Bylaw No. 2022-11**  
**Fire Services Bylaw**

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- (p) **"Fire Protection"** includes any of the services enumerated in section 7 of this Bylaw and includes any other services delivered by or for Fire Services that is authorized by Council;
- (q) **"Fire Protection Charges"** means all rates, fees, and charges payable for, or in connection with, Fire Services in providing fire protection within the Town;
- (r) **"Fire Services"** means the fire department established and organized by Sturgeon County to provide Fire Protection within the boundaries of the Town, in accordance with the Agreement, and shall include all Members and Fire Services Property;
- (s) **"Fireworks"** means the pyrotechnics classified as fireworks pursuant to the *Explosives Act* and its Regulations, including consumer fireworks, display fireworks and special effect pyrotechnics, but does not include firecrackers or explosive devices;
- (t) **"Fireworks Permit"** means a permit, issued by the Fire Chief, authorizing the possession, handling, discharge, firing or setting off of Fireworks in the Town;
- (u) **"Incident"** includes a fire or any situation where a fire or explosion is imminent or any other emergency where there is a danger or possible danger to life or Property;
- (v) **"Member"** means any Person who is duly appointed as a member of Fire Services;
- (w) **"Member in Charge"** means the Fire Chief, or in the absence of the Fire Chief, the highest ranking Member who first arrives at the scene of an Incident;  
  
~~"Municipal Tag" means a tag or similar document issued by the Town pursuant to the *Municipal Government Act* that alleges a bylaw offence and provides a Person with the opportunity to pay an amount to the Town in lieu of prosecution of the offence;~~
- (x) **"Occupant"** means any Person that is in possession, control or occupation of Property;
- (y) **"Owner"** means any Person listed on title as the registered owner of Property at the Land Titles Office;
- (z) **"Peace Officer"** has the same meaning given to it in the *Provincial Offences Procedures Act*;
- (aa) **"Person"** includes any individual, firm, partnership or body corporate;
- (bb) **"Prohibited Debris"** has the same meaning given to it in the *Substance Release Regulation*; including any combustible waste that when burned may result in the release to the atmosphere of dense smoke, offensive odors, or toxic substances (such as but not limited to animal manure, pathological waste, non-wooden

**Bylaw No. 2022-11  
Fire Services Bylaw**

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material, waste material from construction sites, excluding wooden materials that do not contain wood preservatives.

- (cc) **“Property”** means any real or personal property;
- (dd) **“Recreational Fire”** means a fire confined within an Approved Fire Pit, which is lit for the purpose of cooking, obtaining warmth or viewing for pleasure and is fueled solely by dry wood, charcoal, natural gas, or propane;
- (ee) **“Residential or Commercial Districts”** means the residential and commercial districts as designated in the Town’s Land Use Bylaw and its associated maps;
- (ff) **“Smudge Fire”** means a fire confined to a non-combustible structure or container which is lit for the purpose of protecting livestock from insects or for protecting garden plants from frost and is fueled solely by dry wood or charcoal;
- (gg) **“Town”** means the Town of Bon Accord;
- (hh) **“Violation Ticket”** has the same meaning given to it in the *Provincial Offences Procedure Act*.

### **Rules of Interpretation**

- 3** The headings in this Bylaw are for guidance purposes and convenience only.
- 4** Every provision in 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.
- 5** In this Bylaw, a citation of or reference to any act or regulation of the Province of Alberta or of Canada, or of any other bylaw of the Town, is a citation of or reference to that act, regulation, or bylaw as amended, whether amended before or after the commencement of the act, regulation or bylaw in which the citation or reference occurs.
- 6** Nothing in this Bylaw relieves a Person from complying with any provision of any provincial or federal legislation or regulation, other bylaw or any requirement of any lawful permit, order or licence.

## **PART II – FIRE SERVICES**

### **Establishment and Purpose of Fire Services**

**7**

- (1) Council authorizes Sturgeon County to provide Fire Protection for and on behalf of the Town for the purpose of:
  - (a) preventing and extinguishing fires;
  - (b) investigating the origin, cause and circumstances of fires;

**Bylaw No. 2022-11  
Fire Services Bylaw**

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- (c) preserving life and Property and protecting Persons and Property from injury or destruction by fire;
- (d) preventing, combating, responding to, and controlling Incidents;
- (e) carrying out preventable controls;
- (f) providing rescue services for motor vehicle collisions, not including water or ice rescue;
- (g) conducting pre-fire planning and fire inspections;
- (h) providing public education and information regarding fire safety; and
- (i) providing any other emergency response as may be authorized by the Town's policy or applicable legislation,

in accordance with the requirements of this Bylaw and the terms and conditions of the Agreement.

**Authority and Responsibility of Fire Chief**

**8**

- (1) The Fire Chief shall be responsible for managing the overall delivery of Fire Protection by Fire Services, subject to:
  - (a) this Bylaw;
  - (b) all applicable Town policies, guidelines and directives;
  - (c) the Agreement.
- (2) The Fire Chief is authorized to delegate, to a Member, any powers, duties or function of the Fire Chief under this Bylaw.

**Authority and Responsibility of Members**

- 9** Members are responsible to the Fire Chief for the performance of their duties pursuant to this Bylaw and applicable policies of the Town.

**Authority and Responsibility of Member in Charge**

- 10** The Member in Charge at an Incident shall have control, direction and management of all Apparatus, Equipment and manpower assigned to that Incident and shall continue to act as the Member in Charge until relieved by another Member authorized to do so.

**11**

- (1) The Member in Charge shall take action as deemed necessary for preserving life and Property and protecting Persons and Property from injury or destruction by fire or other emergency and is authorized to:

- (a) enter, pass through or over buildings, structures or Property whether adjacent or in proximity to an Incident and to cause Members, Apparatus or Equipment to enter or pass through or over the building, structure or Property without permission;
- (b) establish boundaries or limits and keep Persons from entering the area within the prescribed boundaries or limits unless authorized to enter by the Member in Charge;
- (c) request Peace Officers to enforce restrictions on Persons entering within the boundaries or limits outlined in subsection (b);
- (d) cause a building, structure or thing to be pulled down, demolished or otherwise removed;
- (e) secure Town manpower and Equipment which is considered necessary to deal with an Incident;
- (f) secure or commandeer privately owned Equipment which is considered necessary to deal with an Incident and authorize payment for use of the Equipment;
- (g) require any adult Person who is not a Member, to assist in:
  - (i) extinguishing a fire or preventing the spread thereof;
  - (ii) removing furniture, goods and merchandise from any building or structure on fire or in danger thereof and in guarding and securing same; and
  - (iii) demolishing a building or structure at or near the fire or other Incident.

### **PART III – OBSTRUCTION**

#### **Prohibitions**

#### **12**

- (1) 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 Services water inlet or outlet connections on buildings, fire alarm controls, manual alarm stations, or any fire detection device or Equipment.
- (2) 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.



**PART IV – FIRES AND FIRE PERMITS**

**Permitted and Prohibited Fires**

**13**

- (1) No Person shall burn or cause to be burned any Prohibited Debris.
- (2) No Person shall light or cause to be lit, or otherwise allow or permit, any outdoor fire upon land they are the Owner or Occupant, unless the Person holds a valid and subsisting Fire Permit, or the fire is exempt from the requirement for a Fire Permit under this Bylaw.
- (3) No Person shall light or cause to be lit, or otherwise allow or permit, a Burning Barrel Fire or Smudge Fire upon land Owned or Occupied by them or otherwise under their control within Residential or Commercial Districts of the Town.
- (4) No Person shall light or cause to be lit, or otherwise allow or permit, any fire upon land Owned or Occupied by them or otherwise under their control within Residential or Commercial Districts of the Town unless a fire pit inspection has been conducted and approved by the Fire Chief.
- (5) A Fire Permit is not required for a **Recreational Fire** in an Approved Fire Pit
  - (a) ~~a Burning Barrel Fire or a Smudge Fire on lands not located within Residential or Commercial Districts; or~~
  - (b) ~~a Recreational Fire;~~provided that:
  - (i) the fire is kept under control and supervised at all times by a responsible adult until such time that the fire has been completely extinguished; and
  - (ii) flame height does not exceed ninety (90) centimeters above the structure or container.
- (6) This Bylaw does not apply to:
  - (a) an outdoor fire lit by Fire Services for training or preventive control purposes; or
  - (b) a fire confined to an incinerator regulated under the *Environmental Protection and Enhancement Act*.

**Fire Permits**

**14**

- (1) Fire Permits are required throughout the entire year.

**Bylaw No. 2022-11  
Fire Services Bylaw**

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- (2) An application for a Fire Permit shall be made on the form approved by the Chief Administrative Officer, as may be amended from time to time.
- (3) A Fire Permit shall only be valid for the time period expressly indicated on the Fire Permit, as determined by the Fire Chief issuing the permit, in their sole discretion, having regard for the nature and purpose of the fire, and prevailing circumstances and environmental conditions.
- (4) The Fire Chief, Chief Administrative Officer, a Member, or a Peace Officer may, in their sole discretion, terminate, suspend or cancel a Fire Permit at any time. Upon receiving notification of termination, suspension or cancellation of the Fire Permit, the Fire Permit holder shall immediately extinguish any fire set pursuant to the Fire Permit.
- (5) A Fire Permit is not transferrable.

**Permit Holder Responsibilities**

**15**

- (1) Every Person who sets a fire under authority of a Fire Permit shall:
  - (a) comply with any terms or conditions of the permit;
  - (b) keep the permit at the site of the fire;
  - (c) produce the permit to the Chief Administrative Officer, Fire Chief, a Member, or a Peace Officer, upon request;
  - (d) have a responsible adult in attendance at the fire at all times under the conditions as listed in the Fire Permit;
  - (e) keep the fire under control;
  - (f) not allow smoke or sparks to drift or otherwise create a nuisance or hazard to neighboring Property, Persons, or roadways;
  - (g) completely extinguish the fire before expiration of the permit or upon cancellation of the permit; and
  - (h) be responsible for any costs incurred by Fire Services when called upon to extinguish such fire if, in the opinion of the Fire Chief, as the case may be, the fire is a hazard to Persons or Property.

**PART V – FIREWORKS**

**Fireworks and Firecrackers**

**16**

- (1) No Person shall sell or purchase Fireworks within the Town.
- (2) No Person shall have in their possession, sell, offer for sale, give away or otherwise distribute, discharge, fire or set off firecrackers within the Town.

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**Fire Services Bylaw**

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- (3) No Person shall possess, handle, discharge, fire or set off Fireworks within the Town unless they hold a valid and subsisting Fireworks Permit.
- (4) A Fireworks Permit may only be issued to an authorized community organization for events sponsored or co-sponsored by the Town.
- (5)
- (a) An application for a Fireworks Permit shall be made in writing on the form approved by the Chief Administrative Officer, as may be amended from time to time.
  - (b) The issuance of a Fireworks Permit shall be at the sole discretion of the Fire Chief.
  - (c) No Person under the age of eighteen (18) years old shall be issued a Fireworks Permit.
  - (d) The Fire Chief may add conditions to a Fireworks Permit, including, but not limited to:
    - i. the time(s) and date(s) for which the Fireworks Permit is valid;
    - ii. the methods of storage of Fireworks;
    - iii. the location(s) where the Fireworks may be discharged;
    - iv. the activity that the Fireworks Permit authorizes;all of which shall constitute terms and conditions of the Fireworks Permit.
  - (e) A Fireworks Permit may include any further terms and conditions that the Fire Chief deems necessary for the safe use of the Fireworks.
  - (f) No Person shall possess, handle, discharge, fire or set off Fireworks in a manner that is contrary to the terms and conditions of a Fireworks Permit.
  - (g) Any Person possessing, handling, discharging, firing or setting off Fireworks shall keep the Fireworks Permit available for immediate production to the Chief Administrative Officer, the Fire Chief, a Member, or a Peace Officer upon demand.
  - (h) The Fire Chief, Chief Administrative Officer, a Member, or a Peace Officer may, in their sole discretion, terminate, suspend or cancel a Fireworks Permit at any time. The following non-exhaustive list of circumstances may result in a Fireworks Permit being revoked:

**Bylaw No. 2022-11**  
**Fire Services Bylaw**

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- i. non-compliance with the *National Fire Code – 2019 Alberta Edition*, the *Explosives Act*, this Bylaw or the terms and conditions of the Fireworks Permit;
  - ii. due to changes in environmental conditions;
  - iii. for any reason related to safety to life, limb or Property.
- (6) The possession, handling and discharge of Fireworks shall at all times be carried out in compliance with the *Explosives Act* and the *National Fire Code – 2019 Alberta Edition*.

**PART VI – FIRE ADVISORY AND BAN**

**Fire Advisory**

**17**

- (1) The Fire Chief may, from time to time, prohibit the issuance of any new Fire Permits or Fireworks Permits and suspend all active Fire Permits and Fireworks Permits when, in the opinion the Fire Chief, the prevailing environmental conditions give rise to an increased risk of a fire running out of control.
- (2) A Fire Advisory imposed pursuant to subsections (1) shall remain in force until either the date provided in the notice of the Fire Advisory or until such time as the Fire Chief provides notice to the public that the Fire Advisory is no longer in effect.
- (3) Notice of a Fire Advisory shall be provided to the public. Notice may be in the form of signage, through a public service message on the local radio stations, posting to the Town's website and social media channels or by any other means which the Fire Chief determines is appropriate for the purpose of informing the public of the Fire Advisory.
- (4) When a Fire Advisory is in place:
  - (a) The Fire Chief shall not issue any Fire Permits;
  - (b) the Fire Chief shall not issue any Fireworks Permits;from the date of issuance of the Fire Advisory.
- (5) When a Fire Advisory is in place, no Person shall:
  - (a) ignite any fire unless the fire is exempt from requiring a permit; or
  - (b) handle, discharge, fire or set off Fireworks within the Town.

## **Fire Ban**

### **18**

- (1) The Fire Chief may prohibit all fires in the Town when, in the opinion the Fire Chief, the prevailing environmental conditions give rise to an increased risk of a fire running out of control.
- (2) Fire Bans may be established and declared for the entire Town or portions of the Town.
- (3) A Fire Ban imposed pursuant to subsection (1) shall remain in force until either the date provided in the notice of the Fire Ban or until such time as the Fire Chief provides notice to the public that the Fire Ban is no longer in effect.
- (4) Notice of a Fire Ban shall be provided to the public. Notice may be in the form of signage, through a public service message on the local radio stations, posting to the Town's website and social media channels or by any other means which the Fire Chief determines is appropriate for the purpose of informing the public of the Fire Ban.
- (5) When a Fire Ban is in place:
  - (a) The Fire Chief shall not issue any Fire Permits;
  - (b) the Fire Chief shall not issue any Fireworks Permits;from the date of issuance of the Fire Ban.
- (6) Subject to subsection (7), when a Fire Ban is in place, no Person shall ignite any fire or Fireworks, whether or not the Person is the holder of a Fire Permit or Fireworks Permit or a Fire Permit is not required and shall immediately extinguish any fire lit once the Person knows or ought reasonably to know of the Fire Ban.
- (7) During a Fire Ban a Person may, subject to the requirements of this Bylaw, and unless the notice of the Fire Ban provides otherwise, use a barbeque that burns propane, natural gas, compressed briquettes, wood pellets or charcoal, provided that the barbeque is used for the purpose of cooking or obtaining warmth and is used on private Property or in a public area that has been approved by the Town for the use of such barbecues.

## **Requirement to Report**

### **19**

- (1) The Owner or Occupant of any Property damaged by fire shall immediately report the particulars of such fire to the Fire Chief.
- (2) The Owner, Occupier or authorized agent of a Property containing a Dangerous Goods product which sustains accidental or unplanned release of Dangerous Goods product shall immediately report to Fire Services particulars of the release which are satisfactory to the Fire Chief or designate.

**PART VII – RECOVERY OF COSTS**

**Fire Protection Charges**

**20**

(1) Upon Fire Services providing Fire Protection on a parcel of land within the Town's boundaries, the Town may **with consideration of recommendations from the Fire Chief**, in its sole and absolute discretion, charge Fire Protection Charges to any or all of the following Persons, namely:

- (a) the Person or Persons causing or contributing to the fire;
- (b) the Occupant of the parcel of land on which Fire Protection was provided;
- (c) the Owner of the parcel of land which Fire Protection was provided;
- (d) the Person with control over the parcel of land on which Fire Protection was provided, which may include, without restriction, a Property manager; and
- (e) the Person or Persons who requested Fire Protection;

and all Persons charged are jointly and severally liable for payment of the Fire Protection Charges to the Town.

- (2) Fire Protection Charges shall be paid within thirty (30) days of receipt of an invoice.
- (3) Collection of unpaid Fire Protection Charges may be undertaken by civil action in a court of competent jurisdiction, and any civil action does not invalidate any lien which the Town is entitled to on the parcel of land in respect of which the indebtedness is incurred.
- (4) Without limiting subsection (1), the Owner of a parcel of land within the Town to which Fire Protection is provided is liable for Fire Protection Charges incurred and the Town may add to the tax roll of the parcel of land all unpaid Fire Protection Charges, which forms a special lien against the parcel of land in favour of the Town from the date the amount was added to the tax roll, in accordance with the *Municipal Government Act*.

**Damages or Destroyed Property**

**21**

- (1) A Person who has damaged or destroyed any Fire Services Apparatus, Equipment or Property shall, in addition to any penalty imposed to in this Bylaw, be liable for, and pay upon demand, all costs incurred by the Town to repair or replace the Apparatus, Equipment or Property in question.

## **Services Fees and Charges**

### **22**

- (1) The Town may establish and levy fees and charges for services, including, but not limited to:
  - (a) fees for responding to an Incident;
  - (b) Fire Permit and Fireworks Permit application fees;
  - (c) site inspection fees;
  - (d) fire investigation fees;
  - (e) fees for responding to False Alarms; and
  - (f) fees for file searches and copying records.
- (2) The fees and charges described in this section shall be a debt due and owing to the Town and collection of unpaid fees and charges may be undertaken by civil action in a court of competent jurisdiction.

## **PART VIII – ENFORCEMENT**

### **Inspection and Enforcement**

### **23**

- (1) Where a parcel of land does not comply with this Bylaw or a Person contravenes this Bylaw, the Town may pursue its enforcement alternatives in accordance with this Bylaw, any enactment or any common law right, including issuing an order to remedy contraventions or dangers, remedying contraventions or dangers by the Town, adding amounts to the tax roll of the Owner of the parcel, and pursuing injunctions pursuant to the *Municipal Government Act*.
- (2) The Fire Chief is authorized to carry out inspections of land and structures, issue orders, remedy conditions and contraventions, and enforce this Bylaw in accordance with the *Municipal Government Act*.

### **Offences**

**24** In addition to any other requirements of this Bylaw, no Person shall:

- (a) contravene any provision of this Bylaw;
- (b) contravene any term or condition of a permit issued pursuant to this Bylaw;
- (c) cause or permit a Burning Hazard to exist on a parcel of land;

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Fire Services Bylaw**

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- (d) deposit, discard or abandon any burning matter or substance so as to create a Burning Hazard;
- (e) provide false, incomplete or misleading information to the Fire Chief, Chief Administrative Officer, a Member, or a Peace Officer with respect to a Fire Permit or Fireworks Permit application;
- (f) light a fire on any land the Person does not own without the written consent of the Owner;
- (g) permit a fire lit by that Person to pass from their own land to the land of another Person;
- (h) light a fire without first taking sufficient precautions to ensure that the fire can be kept under control at all times;
- (i) conduct any activity that might reasonably be expected to cause a fire unless that Person exercises reasonable care to prevent a fire from occurring;
- (j) conduct any activity that involves the use of a fire, where smoke produced by the fire may impede visibility of vehicular and pedestrian traffic on any road or highway; or
- (k) light a fire on lands owned or controlled by the Town except with the Town's express written consent.

**Vicarious Liability**

**25** For the purposes of this Bylaw, an act or omission by an employee or agent of a Person is deemed also to be an act or omission of the Person if the act or omission occurred in the course of the employee's employment with the Person, or in the course of the agent's exercising the powers or performing the duties on behalf of the Person under their agency relationship.

**Corporations and Partnerships**

**26**

- (1) When a corporation commits an offence under this Bylaw, every principal, director, manager, employee or agent of the corporation who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence is guilty of the offence whether or not the corporation has been prosecuted for the offence.
- (2) If a partner in a partnership is guilty of an offence under this Bylaw, each partner in that partnership who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence is guilty of the offence.



## **Fines and Penalties**

**27**

- (1) A Person who is guilty of an offence is liable upon summary conviction to a fine in an amount:
  - (a) not less than the specified penalty established in Schedule "A"; and
  - (b) in the case of all other offences, not exceeding \$10,000.00.
- (2) Without restricting the generality of subsection (1), the fine amounts set out in Schedule "A" are established as specified penalties for use on ~~Municipal Tags and Violation Tickets~~, if a voluntary payment option is offered.
- ~~(3) Notwithstanding subsection (1), any Person who commits a second or subsequent offence under this Bylaw within one (1) year of conviction for a first offence under this Bylaw, is liable on summary conviction to a fine not less than the increased amount set out for the offence in Schedule "A" to this Bylaw.~~

## **Municipal Tags**

- ~~(4) A Peace Officer is authorized and empowered to issue a Municipal Tag to any Person whom the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.~~
- ~~(5) A Municipal Tag may be issued:
  - (a) personally; or
  - (b) by mailing a copy, via registered mail to such Person at their last known postal address.~~
- ~~(6) The Municipal Tag shall be in a form approved by the Chief Administrative Officer and shall state:
  - (a) the name of the Person to whom the Municipal Tag is issued;
  - (b) particulars of the contravention under this Bylaw;
  - (c) the specified penalty for the offence as set out in Schedule "A";
  - (d) that the specified penalty shall be paid within twenty one (21) days of the issuance of the Municipal Tag in order to avoid prosecution; and
  - (e) any other information as may be required by the Chief Administrative Officer.~~

**Bylaw No. 2022-11  
Fire Services Bylaw**

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- ~~(7) Where a Municipal Tag has been issued under this Bylaw, the Person to whom the Municipal Tag has been issued may, in lieu of being prosecuted for the offence, pay to the Town the penalty specified on the Municipal Tag.~~

**Violation Ticket**

**28**

~~Where a Municipal Tag has been issued and the specified penalty has not been paid within the prescribed time, the Peace Officer is authorized to issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act*.~~

- (1) ~~Notwithstanding subsection (1),~~ A Peace Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act*.
- (2) If a Violation Ticket is issued in respect of an offence, the Violation Ticket may:
- (a) state the specified penalty for the offence as set out in Schedule "A"; or
  - (b) require a Person to appear in Provincial Court without the alternative of making a voluntary payment.
- (3) A Person who commits an offence may:
- (a) if a Violation Ticket is issued in respect of the offence; and
  - (b) if the Violation Ticket states the specified penalty established by this Bylaw for the offence, as set out in Schedule "A" herein;
- make a voluntary payment by submitting to a Clerk of the Provincial Court, on or before the initial appearance date indicated on the Violation Ticket, the specified penalty set out on the Violation Ticket.
- (4) When a Clerk of the Provincial Court records the receipt of a voluntary payment pursuant to subsection (4) and the *Provincial Offences Procedure Act*, the act of recording constitutes acceptance of the guilty plea and also constitutes a conviction and the imposition of a fine in the amount of the specified penalty.

**PART VIII – GENERAL**

**Repeal**

**29** Bylaw 2020-20 is hereby repealed.

**Effective Date**

**30** This Bylaw shall come into force and effect when it has received third reading and has been duly signed.

**Bylaw No. 2022-11  
Fire Services Bylaw**

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READ A FIRST TIME IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.

READ A SECOND TIME IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.

READ A THIRD TIME IN COUNCIL AND FINALLY PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.

\_\_\_\_\_  
**Brian Holden:** Mayor

\_\_\_\_\_  
**Jodi Brown:** Chief Administrative  
Officer

\_\_\_\_\_  
Date Signed

**Bylaw No. 2022-11  
Fire Services Bylaw**

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**Schedule "A"  
Specified Penalties**

<b>Bylaw Section Number</b>	<b>Offence</b>	<b>Municipal Tag</b>	<b>Violation Ticket</b>
<b>12</b>	Obstruction		<b>\$1000</b>
<b>13(1)</b>	Burning Prohibited Debris		<b>\$500</b>
<b>13(2)</b>	Fire without a Fire Permit		<b>\$500</b>
<b>13(3)</b>	Burning Barrel or Smudge Fire within a Residential or Commercial District		<b>\$500</b>
<b>13(4)</b>	Fire without Fire Pit Inspection		<b>\$500</b>
<b>16(1)</b>	Sell or Purchase Fireworks		<b>\$250</b>
<b>16(2)</b>	Firecrackers		<b>\$250</b>
<b>16(3)</b>	Possession, handling, discharge, fire, or set off fireworks without a Fireworks Permit		<b>\$500</b>
<b>17(5)</b>	Ignite a fire or handle, discharge, fire or set off Fireworks during Fire Advisory		<b>\$500</b>
<b>18(6)</b>	Ignite a fire or handle, discharge, fire or set off Fireworks during Fire Ban		<b>\$500</b>
<b>19(1)</b>	Failure to report fire		<b>\$500</b>
<b>19(2)</b>	Failure to report release of Dangerous Goods		<b>\$1000</b>
<b>24(b)</b>	Contravene any term or condition of a permit		<b>\$500</b>
<b>24(c)</b>	Cause or permit a Burning Hazard to exist on a parcel of land		<b>\$500</b>
<b>24(d)</b>	Deposit, discard or abandon any burning matter or substance so as to create a Burning Hazard		<b>\$1000</b>
<b>24(e)</b>	Provide false or misleading information		<b>\$500</b>
<b>24(f)</b>	Light a fire on land without written permission of Owner		<b>\$250</b>
<b>24(g)</b>	Permit a fire to pass to another Person's land		<b>\$1000</b>
<b>24(h)</b>	Light a fire without sufficient precautions		<b>\$250</b>

**Bylaw No. 2022-11  
Fire Services Bylaw**

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<b>24(i)</b>	Conduct any activity that might reasonably be expected to cause a fire without exercising reasonable care		<b>\$1000</b>
<b>24(j)</b>	Conduct any activity that involves the use of a fire, where smoke produced by the fire may impede visibility of vehicular and pedestrian traffic on any road or highway		<b>\$250</b>
<b>24(k)</b>	Light a fire on lands owned or controlled by the Town except with the Town's express written consent		<b>\$500</b>

**TOWN OF BON ACCORD**  
**REQUEST FOR DECISION**

<b>Meeting:</b>	Regular Meeting of Council
<b>Meeting Date:</b>	April 5, 2022
<b>Presented by:</b>	Falon Fayant, Corporate Services Manager
<b>Title:</b>	Repeal of Bylaw 65 Bylaw 2022-10
<b>Agenda Item No.</b>	7.3

**BACKGROUND/PROPOSAL**

Bylaw 65 was passed in 1974 and required milk that was sold, offered for sale, or delivered within the limits of the village (town) to be pasteurized before being sold, offered for sale, or delivered.

This bylaw refers to the Public Health Act as its enabling legislation, however, the most recent version of this Act no longer provides for the pasteurization of milk. Currently, the province of Alberta's Dairy Industry Act now regulates the production and processing of dairy products, hence, the town is no longer required to provide for such a bylaw.

**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 65.

**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 2022-10 – Repeal of Bylaw 65 be given first reading, as presented.

Resolution #2:

THAT Bylaw 2022-10 – Repeal of Bylaw 65 be given second reading, as presented.

Resolution #3:

THAT Council gives unanimous consent to hear three readings of Bylaw 2022-10 – Repeal of Bylaw 65 in one meeting.

Resolution #4:

THAT Bylaw 2022-10 – Repeal of Bylaw 65 be given third and final reading, as presented.

BY LAW # 65

OF THE VILLAGE OF BON ACCORD

Being a By Law requiring milk sold, offered for sale or delivered within the limits of said Village to be pasteurized before being sold, offered for sale or delivered.

WHEREAS it is provided by Section 10 of the Public Health Act that the Council of any city, town or village of a population of three hundred or over may pass a By Law for the purpose of requiring milk sold offered for sale, or delivered within the limits of the city, town or village to be pasteurized before being sold, offered for sale or delivered; and

WHEREAS the population of the Village of Bon Accord exceeds three hundred;

NOW THEREFORE, the Council of the Village of Bon Accord in council assembled ENACTS AS FOLLOWS:

1. For the purpose of this By Law, "pasteurization" and "pasteurized" shall have the meaning given to these words in Section 10 of the Public Health Act.
2. No person shall sell, offer for sale or deliver within the limits of the Village of Bon Accord, milk which has not been pasteurized.
3. Section 2 of this By Law shall not apply to milk brought into the village by the producer and sold by wholesale to a distributor, a milk processing plant, a creamery or a cheese factory, nor to products of milk prepared in a plant and by methods approved by the Provincial Board of Health.
4. This By Law shall take effect on the date of the final passing thereof.
5. Any person who contravenes any of the provisions of this By Law shall be guilty of an offence and liable on summary conviction to a fine not exceeding One Hundred Dollars (\$100.00) exclusive of costs, and in default of payment of the fine and costs, to imprisonment for a term not exceeding sixty days.

READ A FIRST TIME and passed provisionally in council this....21st...day of .....January....., 1974.

W. H. Deedman  
W. H. DEEDMAN MAYOR

Jean Chubb  
JEAN CHUBB (MRS.) SECRETARY TREASURER.

APPROVED this...18th.....day of.....February....., 1974.

W. H. Deedman  
CHAIRMAN, Provincial Board of Health.

READ A SECOND TIME and passed provisionally in council this  
.....18th.....day of .....MARCH.....1974.

READ A THIRD TIME, and passed in Council this.....15th.....day  
of.....April.....1974.

W. H. Deedman  
Mayor

Jean Chubb  
Secretary Treasurer.

SEAL



**TOWN OF BON ACCORD  
BYLAW 2022-09  
REPEAL OF BYLAW 65**

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**A BYLAW OF THE TOWN OF BON ACCORD, IN THE PROVINCE OF ALBERTA TO REPEAL BYLAW 65.**

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WHEREAS the Public Health Act, RSA 2000, c. P-37 no longer provides for a bylaw for pasteurization of milk; and

WHEREAS the Dairy Industry Act, RSA 2000, c D-2 regulates the production and processing of dairy products; and

WHEREAS the Municipal Government Act, RSA 2000, c. M-26 provides that a Council may omit and provide for the repeal of a bylaw or a provision of a bylaw that is inoperative, obsolete, expired, spent or otherwise ineffective;

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

1. This bylaw hereby repeals Bylaw 65, being a bylaw of the Village (Town) of Bon Accord, in the Province of Alberta requiring milk sold, offered for sale, or delivered within the limits of said Village (Town) to be pasteurized before being sold, offered for sale, or delivered.

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

READ A FIRST TIME THIS 5<sup>th</sup> day of April 2022.

READ A SECOND TIME THIS 5<sup>th</sup> day of April 2022.

READ A THIRD TIME THIS 5<sup>th</sup> day of April 2022.

SIGNED AND PASSED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor Brian Holden

\_\_\_\_\_  
Chief Administrative Officer Jodi Brown

**TOWN OF BON ACCORD**  
**REQUEST FOR DECISION**

<b>Meeting:</b>	Regular Meeting of Council
<b>Meeting Date:</b>	April 05 <sup>th</sup> , 2022
<b>Presented by:</b>	Falon Fayant, Corporate Services Manager
<b>Title:</b>	Council Remuneration Policy Amendment
<b>Agenda Item No.</b>	7.4

**BACKGROUND/PROPOSAL**

During the March 01<sup>st</sup> Regular Meeting of Council, Administration was directed to add Schedule A to the Council Remuneration Policy.

**DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES**

Administration has drafted Schedule A (a listing of common types of activities and whether these are eligible for per diems) as directed by Council.

Additionally, this policy has been amended to reflect the following minor changes:

- Council Briefing Committee Meetings have been added under the honorarium sections for both the Chief Elected Official and Councillors; these sections currently mention regular and special meetings of Council but not Council Briefing Committee Meetings.
- A reference to Schedule A has been added to the policy document
- The policy has been updated to the new format

**STRATEGIC ALIGNMENT**

Vision, Mission, Values Statement:

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

Strategic Plan:

Priority Two: The residents of Bon Accord live in a safe and attractive community.

## **COSTS/SOURCES OF FUNDING**

Annual Budget

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

Choose one of the following options:

THAT Council approve the amendments to the Council Remuneration Policy as presented and circulated.

THAT Council approve the amendments to the Council Remuneration Policy as presented and amended.

THAT Council does not approve the amendments to the Council Remuneration Policy as presented and directs Administration to...

THAT Council directs administration to....

## **COUNCIL REMUNERATION**

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**SECTION:** Council

**DEPARTMENT:** Administration / Finance

**COUNCIL APPROVAL DATE:** December 6, 2005

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### **PURPOSE AND INTENT**

The purpose of this policy is to establish the remuneration to be paid to elected officials.

### **POLICY STATEMENT**

Council shall receive remuneration and re-imbursement for expenses incurred while acting in an official capacity as an elected official for the Town of Bon Accord.

Members of Council shall receive compensation for their roles as elected officials via honorarium, per diem, and expenses.

Honorarium fees paid to Council shall be as follows:

1. \$18,789 per annum paid to the Chief Elected Official of the Town of Bon Accord for attending to and performing the duties and services of the Chief Elected Official, including but not limited to meeting with staff; dealing with and responding to the residents; Regular and Special Council meetings (including preparation for); **Council Briefing Committee Meetings**, staff functions; and, Town-related activities not specifically covered by per diem rates.
2. \$9,395 per annum paid to each Councillor of the Town of Bon Accord for attending to, and performing the duties and services of Councillor, including but not limited to meeting with staff; dealing with and responding to the residents; Regular and Special Council meetings (including preparation for); **Council Briefing Committee Meetings**, staff functions; and, Town-related activities not specifically covered by per diem rates.

- a. Council members are obligated to notify the CAO/Town Office before the close of business on that day if unable to attend any scheduled monthly meetings.
  - b. Council members who are absent from any scheduled monthly meeting without providing notification may be subject to a withholding of not more than 50% of their monthly honorarium, at the discretion of the Chief Elected Officer.
3. Per diems shall be paid (excluding travel, accommodations, and/or meals) for the following:
  - a. Attending events, seminars, conventions, retreats, and/or other meetings/events, and committees as sanctioned by Council located outside the Town of Bon Accord boundaries.
  - b. Town of Bon Accord Workshops: budget, strategic planning, etc.
  - c. Where the Committee/Board is otherwise not paying the elected official a per diem for attendance.
  - d. Per diem rates are to be as follows:
    - i. \$150.00 for a full day (four hours or more)
    - ii. \$75.00 for a half day
4. Intermunicipal Subdivision and Development Appeal Board Council remuneration
  - a. \$200 per day for a meeting over 4 hours in duration
  - b. \$100 per day for a meeting 4 hours or less in duration
5. A maximum per diem of \$300 per person shall be paid for any one day when attendance at more than one activity occurs on that day.
6. Notwithstanding (5.), activities extending beyond a regular working day shall be included as part of a full day rate.
7. There will be no direct remuneration paid for any member of Council serving on Boards, Committees, or Commissions where remuneration is paid from another source.
8. Honorariums shall be considered for adjustment by Council after an

administrative review of the annual AMSC Wage and Compensation Survey results have been received and any indicated changes in the Consumer Price Index.

9. Council members are eligible to claim meal costs while attending meetings within or outside the Town as per the receipted amount, up to a maximum of \$100 per day. When a receipt is not available, claims shall be limited to the following rates:
  - a. Breakfast \$15.00
  - b. Lunch \$20.00
  - c. Supper \$25.00
10. Spousal tickets, or expenses claimed for spouses (defined as “adult interdependent relationships”) shall be at the discretion of Council.
11. Mileage shall be paid based on Provincial Government Rates. Adjustments shall be made from time to time upon notification of change of provincial standard.
12. See Schedule A for a listing of common types of activities and whether these are eligible for per diems or reimbursement.

## Schedule “A”

Type of Activity	Per Diem Eligibility
Attendance at Town events i.e.: Volunteer Appreciation, Meet the Community, Family Day	No
Board/Committee/Commission Meetings where remuneration is paid from another source	No
Board/Committee/Commission Meetings where remuneration is not paid from another source (i.e. Edmonton Salutes, NLLS)	Yes
Breakfast, Lunch or Dinner in Town (i.e. Communities in Bloom Judging Day)	No
Breakfasts, Lunch or Dinners out of Town (i.e. Mayor’s Breakfast in another community, regional dinners—except during conferences)	Yes
Budget Workshops, other Training, or Education Workshops (in or out of Town)	Yes
Community Services Advisory Board Meetings	No
Conventions and Conferences	Yes
Council Briefing Committee Meeting	No
Council orientation sessions (in/or out of Town)	Yes
Council retreat/planning session (in/or out of Town)	Yes
Golf events	Yes
Library Board Meeting	No
Meetings with residents	No
Official meetings with other elected officials outside of Town	Yes
Official meetings with other elected officials in Town	No
Parades (other than Harvest Days)	Yes
Regular or Special Council Meetings (including Public Hearings)	No

Scheduled and non-scheduled meetings with the Town Manager	No
Signing of cheques and documents	No
Subdivision and Appeal Board	Yes



**TOWN OF BON ACCORD**  
**REQUEST FOR DECISION**

<b>Meeting:</b>	Regular Meeting of Council
<b>Meeting Date:</b>	April 5, 2022
<b>Presented by:</b>	Dianne Allen, Manager Planning & Development
<b>Title:</b>	Dandelion Renewables Construction Agreement
<b>Agenda Item No.</b>	7.5

**BACKGROUND/PROPOSAL**

On March 4/22, administration received confirmation that the application for the “Electric Vehicle Charging (EVC) Program” was approved for a total estimated funding of \$140,709.00.

A Special Meeting of Council was held on March 29/22, in which Council approved to move forward with the “Electric Vehicle Charging Program”. A signed funding agreement has been executed and submitted. As noted, up to 100% of the cost of purchasing and installing the new charging stations will be funded by the Federal and Provincial Government, with no risk to the Municipalities taxpayer dollars.

As part of the application process, the Municipality demonstrated the chargers would be installed in accordance with the Alberta Safety Codes Act and in compliance with all applicable local building, electrical, zoning, parking codes and bylaws. Dandelion Renewables was instrumental in providing the initial proposal for the EVC Program and has provided for Council’s review a “Construction Agreement” to commence with the installation and construction of the chargers.

Dandelion Renewables was the lead provider on the Solar Farm, which has been and continues to be a successful asset to the Town and residents. The EVC Program will be complementary to the existing green energy initiative and future strategic planning of Town Council.

**DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES**

Dandelion Renewables has proven results with the Town of Bon Accord and is well respected in the industry, working with various Municipalities.

Dandelion Renewables offers a 3-year warranty on workmanship.

**STRATEGIC ALIGNMENT**

As per Council’s Strategic Plan 2018 – 2021:

- Priority 1  
Town of Bon Accord has a structured plan in place for steady, positive growth.
- Priority 2  
The residents of Bon Accord live in a safe and attractive community.

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

- 100% Grant Funded through Federal and Provincial Government
- Additional three-year warranty on level 3 available - \$2,364 (optional)
- Yearly maintenance fee - \$1,500
- Annual subscription for Level 3 charger - \$225

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

- THAT Council approves Dandelion Renewables Construction agreement as presented, to commence with construction and installation of the Electric Vehicle Charging stations.



## Construction Agreement

Dandelion Renewables

&

Town of Bon Accord

## SUPPLY AND INSTALLATION AGREEMENT

Contract Item	Description
Supplier	Dandelion Renewables Inc
Owners	Town of Bon Accord c/o Dianne Allen
Address	5025 50 Ave, Bon Accord, AB T0A 0K0
Project Assets	Six (6) Level 2 SIEMENS 8EM1312-5CF18-0FA3 11.5kW chargers and one (1) Level 3 Tritium RTM-50 50kW EV Charger.
Supply, Construct & Install (excl GST)	\$140,710.00
GST	\$7,035.50
Total Purchase Price (inc. GST)	\$147,745.50
Annual Operation & Maintenance	(yes/no) quoted at \$1,500/year (starting year 3)
Project Progress Payment Schedule	As set out in Schedule 1
Terms and Conditions	You agree to accept the Terms & Conditions applicable to this Agreement and specified in Schedule 2
Project Funding	Subject to executed funding agreement with MCCAC
Acceptance	You agree to be bound to this Agreement by signing it.

### EXECUTION

**Signed By the Owner on \_\_\_\_\_:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_

**Signed by Dandelion Renewables on \_\_\_\_\_:**

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Print Name**

## SCHEDULE 1: Project Progress and Schedule

Milestone	Completion Date	Completion Progress	Payment inc. GST
Contract Signing	28-Mar-22	Contract Signed	
Removal of Conditions	15-Apr-22	Executed Funding Agreement	\$14,774.55
Chargers Ordered	15-Apr-22	Orders placed with Suppliers	\$51,710.93
Engineering & Permitting	15-May-22	Engineering & permits Completed	\$14,774.55
Mobilization to Site	15-Jun-22	Materials & Crew Mobilize	\$22,161.83
Installation of level 2 Chargers	30-Jul-22	Level 2 Chargers Installed	\$14,774.55
Installation of Level 3 Charger	15-Dec-22	Level 3 Charger Installed	\$14,774.55
External Inspections	20-Dec-22	System Complete	\$14,774.55

### Included in Scope:

The overall project proposal includes two (2) Level 2 SIEMENS 8EM1312-5CF18-0FA3 chargers and one (1) Level 3 Tritium RTM-50 50kW EV Charger. Each charger cost does not exceed the MCCAC limit.

- The total proposed cost for the Level 3 Tritium RTM-50 50kW EV at the Arena is \$93,667 + GST.
- The total proposed cost for the three (3) Level 2 SIEMENS 8EM1312-5CF18-0FA3 at the arena is \$ 23,850+ GST.
- The total proposed cost for the three (3) Level 2 SIEMENS 8EM1312-5CF18-0FA3 at the Village of Consort Office is \$ 23,193 + GST.

### Exclusion from Scope:

The following is excluded in the agreed upon scope of work:

- Transformer & Service upgrades.

## **SCHEDULE 2: Terms and Conditions**

### **1. Project Assets**

1.1 The Owner agrees to buy the Project Assets from Dandelion Renewables (DR) and arrange for DR to install the Assets at the Owner's Property on the terms of this Agreement and agrees to be bound by this Agreement on and from Acceptance.

1.2 DR agrees to install the Assets on the Property in a good and tradesmanship manner and be bound by this Agreement on and from Acceptance. All DR employees and contractors who are constructing and completing the installation will have WCB coverage.

1.3 DR reserves its right to terminate this Agreement for any reason within 5 business days of Acceptance.

### **2. Purchase Price and Amount Payable**

2.1 The Owner will pay the Initial Deposit to DR on the removal of conditions.

2.2 The Deposit is forfeited to DR if this Agreement is terminated as a result of the Owner default.

2.3. The Final Payment must be paid to DR within 5 business days of the completion certificate receipt.

2.4 The Parties acknowledge that the Purchase Price was based on information and details (Information) supplied by the Owner to DR. If either party ascertains that the Information was inaccurate then the Owner agrees that the Purchase Price may be adjusted up to an amount of 5% to allow for such variation without the parties agreeing to a new Agreement. If the Information was inaccurate to such an extent that the Purchase Price should be adjusted by more than 5% then the parties will need to agree to such a change and in the absence of such agreement either party may terminate this Agreement by giving 5 days written notice to the other party.

### **3. Authority to Install**

3.1 The Owner authorizes DR:

- (a) to construct & install the Assets at the Property; and
- (b) to connect the assets to the electricity grid (or to arrange for, or authorize, the connection of the and
- (c) to use pictures or video of the assets installed at the Property.

3.2 The Owner warrants that he/she owns the Property and that he/she has full authority to accept this Agreement. The Owner must ensure that DR has sufficient access to the Property at the times it may reasonably require in order to construct & install or remove the Assets. DR may terminate the contract if access was requested but not provided over 30 days. If, during the process of installation, some or all of the Assets are affixed, attached or secured to land or premises at the Property, the goods are deemed not to be a fixture and may be removed by DR at any time in accordance with this Agreement.

### **4. Authority to Remove on Termination and Costs Payable on Termination**

4.1 If this Agreement is terminated because of Owner's default, DR may remove the Assets from the Property if any amount remains due and payable to the DR under this Agreement 15 days after the date of termination.

4.2 The proceeds from any sale of Assets (net of the cost of their removal and sale) may be set off against any amount due from the Owner to DR under this Agreement.

4.3 If the Owner lists or sell the Property after Acceptance and there is money payable by the Owner to DR, then the Owner agrees that such money outstanding is secured over the Property and DR is entitled to lodge a caveat over the title of the Property.

### **5. Ownership and Risk**

5.1 Ownership of Assets on the Property passes to the Owner after the Owner has:

- (a) paid the Amount Payable in full to DR; and
- (b) completed any documents, or taken any action, DR requires under this Agreement.

5.2 Risk in respect of the Assets passes to the Owner when they are installed at the Property.

### **6. Government Rebates, Finance and Environmental Rights**

6.1 DR does not warrant that the Owner will receive any grant, rebate, credit, other benefit or be entitled to create the environmental rights which the Owner requests for the Property.

6.2 The Owner authorizes DR to sign and apply for any grant, rebate, credit or other benefit in the Owner name with the Owner being a beneficiary.

6.3 If the Owner does not receive the grants, initial deposit less cost incurred by DR will be refunded.

6.4 DR has no responsibility if the Owner is ever required to repay the grant, rebate, credit or other benefit to a government authority.

6.5 Any emission credits, offsets, renewable energy certificates or other environmental attributes related to the installation will be solely owned by the Owner.

6.6 If this Agreement is subject to finance including but not limited to a loan from the government then the following provisions will apply:

- (a) the Owner must notify and provide all relevant documentation to DR of the details of the Owner application for Finance;
- (b) the Owner and DR agree to use all reasonable endeavors to obtain the approval of the Finance as soon as possible;
- (c) the Owner and DR must keep each other fully informed of the progress of the Finance application;
- (d) if the Finance is approved, then this Agreement will be unconditional;

(e) if the Finance is rejected, then the Owner agree to allow DR to appeal the decision. If the decision to reject Finance is not reversed within 30 days of notification, then this Agreement is voidable at the Owner option and initial deposit less costs incurred by DR is returned to the Owner.

## **7. Termination**

7.1 DR may terminate this Agreement if the Owner fails to comply with its terms.

7.2 If the Owner cease to own the Property before the installation of the Assets is complete, DR may terminate this Agreement. If so, the Owner will forfeit the Deposit to DR.

## **8. Failure to Pay**

8.1 If the Owner fails to pay any amount that is due and payable under this Agreement, interest accrues at the 5% per month rate on the amount outstanding until paid.

8.2 The Owner will also have to pay DR any costs associated with recovery of the unpaid amount (including, but not limited to, legal costs).

## **9. DR Warranties**

9.1 DR warrants that once the Assets are installed, the installation will comply with all relevant Canadian standards or, where they do not exist, with the relevant international standard and with all relevant codes of practice, building codes, local government and legislative requirements in place at the time of installation. Dandelion Renewables provides 3-year workmanship warranty with respect to Assets to be installed according to the above standards

9.2 DR will repair at its cost any damage to the Property that is caused in installing the Assets provided that the Owner notifies DR of that damage within 10 days after installation.

9.3 If the annual O&M option is selected and timely paid on each anniversary from the commissioning date, then DR will regularly maintain and check that the system operates normally. The annual O&M fee will also cover service calls, our time to claim manufactures warranties and labor required to replace the defected equipment.

9.4 The Owner has an option to have DR to act on the Owner behalf to satisfy manufacture's warranty claims in relation to the Assets. However, if the annual O&M option is not selected, the Owner is responsible for all expenses related to shipping and replacing of the defected equipment.

## **10. No Guarantee of Performance**

10.1 DR does not guarantee the performance of any Assets and accepts no responsibility if the performance of any Assets is lower than anticipated. This clause does not affect or diminish the manufacturer's warranties in relation to the Assets.

## **11. Exclusion of Warranties and Liability**

11.1 DR does not make any representations or warranties to the Owner in connection with any Assets or their installation, except for those warranties set out in this Agreement and those warranties, which cannot be excluded from this Agreement.

11.2 To the extent permitted by law, DR liability for breach of any express or implied condition or warranty is limited to the repair or replacement of the relevant Assets.

11.3 To the maximum extent permitted by law, DR has no liability to the Owner for breach of this Agreement other than as is set out in the preceding paragraph and, in particular, DR has no liability to pay any damages or compensation for breach of this Agreement.

## **12. GST**

12.1 The Purchase Price includes applicable GST. If a Supply under this Agreement is a Taxable Supply, then at or before the time the consideration for the Supply is payable the Owner must pay all applicable GST as part of the consideration, and DR must give the Owner a Tax Invoice for the Supply.

## **13. Information, Privacy & Government Legislation**

13.1 The Owner will provide DR with all information necessary to apply for any grant, rebate, credit or other benefit, which the Owner may be entitled to receive from any Government authority.

13.2 The information collected by DR may include "personal information" within the meaning of the Privacy Act.

13.3 DR will collect information from the Owner for the purposes of applying for the grant, rebate, credit or other benefit on the Owner behalf. Accordingly, DR may disclose that information to or with:

- (a) the relevant Government authorities;
- (b) DR related bodies corporate, agents and contractors (such as mail houses, data processing analysts and debt collection agencies); and
- (c) where relevant, distributor, where required to fulfill its obligations under this Agreement and also for any other purpose the Owner consents to or as authorized by law.

13.4 By accepting this Agreement, the Owner consents to DR collecting, using and disclosing the Owner's information as set out in this Agreement.

## **14. Miscellaneous**

14.1 This Agreement sets out the entire agreement between the Owner and DR.

14.2 In this Agreement, a reference to any legislation is a reference to that legislation, and any legislation that repeals or replaces it, as in force from time to time.

14.3 The laws of AB govern this document.

14.4 A reference to DR includes a reference to its employees, servants, agents, installers, contractors and sub-contractors where the context so requires.

14.5 Clauses 3.2, 4.1, 4.2 and 4.3 shall survive any termination of this agreement.

## **15. Delays**

15.1 In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of the Contractor, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order. A change in price of an item of material shall be considered significant when the price of an item increases 1% percent between the date of this contract and the date of procurement.

15.2 The client must also relieve the Contractor of any liability as it relates to difficulty obtaining the materials, increased lead time, and/or the cost increase associated with sourcing and procuring an alternative product. Should an alternative product be required, any cost associated with procurement, redesign, engineering, and/or any other associated incremental cost will be provided to the Client by change order.

## **16. Time**

16.1 Time is of the essence



March 23, 2022

Mayor Brian Holden  
Town of Bon Accord  
5025-50 Avenue  
Bon Accord, AB T0A 0K0

Dear Mayor Brian Holden,

The Board of Trustees, Sturgeon Public Schools believes that Public Education is the first choice of our communities, where all of our children learn and live the values of democracy together. We also understand that with the ongoing support of municipal partners such as you, our Public Schools will continue to ensure a vibrant and prosperous Alberta for all of the children that we serve.

The Board of Trustees, Sturgeon Public Schools is pleased to extend to you and the Town of Bon Accord Council, an invitation to meet with the Board to discuss how we can best support students in your area. We welcome you at our Central Office (9820-104 Street, Morinville, AB), on either April 13, 2022, or April 27, 2022, from 1:00 pm to 2:00 pm. We request your response to our invitation on or before April 8, 2022.

Please feel welcome to have your staff contact Shawna Walter, Acting Superintendent of Schools (780.939.4341 ext. 1281) to confirm your preferred meeting date/attendees and any agenda items.

Sincerely,



Joe Dwyer, Chair  
Sturgeon Public Schools

cc. Board of Trustees, Sturgeon Public Schools  
Council, Town of Bon Accord  
Ms. Shawna Walter, Acting Superintendent, Sturgeon Public Schools

Frank Robinson Education Centre  
9820-104 Street, Morinville, AB T8R 1L8

P: 780.939.4341  
F: 780.939.5520

TF: 1.888.459.4062  
E: [frec@sturgeon.ab.ca](mailto:frec@sturgeon.ab.ca)

---

**From:** Colin Buschman <[cbuschman@npf-fpn.com](mailto:cbuschman@npf-fpn.com)>

**Sent:** March 28, 2022 10:57 AM

**To:** Brian Holden <[bholden@bonaccord.ca](mailto:bholden@bonaccord.ca)>

**Cc:** Info <[info@bonaccord.ca](mailto:info@bonaccord.ca)>

**Subject:** Proposal to Join Our Call to Action - NPF

Dear Mayor Holden and Town of Bon Accord Council,

I am writing to you today, with a proposal to join our Call to Action to the Government of Alberta to halt the idea of a new provincial police service and to invest the proposed new monies into underfunded critical services within Alberta. This injection of funding would have a larger and more immediate impact within our communities to improve community safety and the health and well-being of all Albertans.

As you are aware, the Government of Alberta is reviewing the possibility of transitioning away from the RCMP to a new Alberta Provincial Police Service (APPS). Last year, they released a [Transition Study](#), which outlined potential exorbitant costs, including \$366 million in one-time transition costs over six-years and \$139 million in additional policing costs annually, increasing with inflation. With that said, over just a six-year period costs would total over \$1.2 billion.

Through polling that the NPF has conducted over the past year, it is clear that Albertans feel the same with. An overwhelming 84% of Albertans support retaining the RCMP and believe the Government of Alberta should instead focus on addressing the root causes of crime and improving social services.

As the Government of Alberta continues to consult and push the idea of a new and expensive police service forward, now is the time for all impacted stakeholders to come together to tell the government that the proposed money would be better invested into critical services to address under resourcing, staffing shortages, and the lack of social support programs.

Attached to this email is a draft of the Call to Action to the government for your review.

Our goal is to have stakeholders sign on and to release publicly at the end of April in a joint effort.

**If you are interested in signing onto the Call to Action, please reply to this email and include your logo for use which will be added to the Call to Action, before April 15, 2022.**

If you have any questions, comments, or concerns, please don't hesitate to contact me.

**Colin Buschman**

Western Government Relations Advisor | Conseiller, Relations Gouvernementales de l'ouest

**National Police Federation | Fédération de la Police Nationale**

(236) 233-8100

<https://npf-fpn.com>



**NATIONAL  
POLICE  
FEDERATION**

**FÉDÉRATION  
DE LA POLICE  
NATIONALE**



**nationalpolicefederation**

**National Police Federation**

person to whom it was addressed, you may not copy or deliver this to anyone else. If you receive this email by mistake, please immediately notify us.

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April XX, 2022

Dear Premier,

We are committed to ensuring Albertans live in safe communities that support their health and well-being. Communities where people have reliable access to critical health, social, public safety, and educational services. Ultimately, Albertans living in a safe and healthy community communicate those needs to the Government of Alberta, who listen and respond.

The Government of Alberta has lost the trust of its constituents in its pursuit of an Alberta Provincial Police Service (APPS) by not undertaking fulsome, open, and transparent consultations with all those affected. Albertans have stated loud and clear that they do not want a costly new police service, with an overwhelming 84% of Albertans wanting to keep and improve the Alberta RCMP.

In addition, the Government of Alberta has not released a detailed funding model explaining who would be paying the costs of this proposed transition. The vague Transition Study noted initial transition costs of \$366 million over six years, and, at minimum, an additional \$139 million each year, increasing with inflation. Municipalities know that most of these costs will be downloaded directly to them, forcing them to significantly increase residents' and businesses' taxes.

Municipalities and engaged Albertans continue to call on the Government of Alberta to improve rural police response times and increase resources available to the justice system. The Province's \$2 million Transition Study did not highlight how a new APPS would address any of these issues.

**We, the undersigned, call on the Government of Alberta to stop efforts and investment to advance the creation of an Alberta Provincial Police Service and instead invest in resources needed to:**

- *Improve current policing services to reduce response times and address rural crime by increasing the number of RCMP officers within communities*
- *Improve social services to address the root causes of crime (health, mental health, social and economic supports)*
  - *Expand Police and Crisis Teams with police and Alberta Health Services*
  - *Work with communities to provide targeted social supports*
- *Increase resources within the justice system*
  - *Ensure timely trials by prioritizing violent over non-violent crimes*
  - *Hire more Crown prosecutors and appoint more Provincial Court Judges*



March 23, 2022

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

**RE: INCREASING UTILITY FEES**

Dear Utilities Commission,

There has been a growing concern in our community, and likely across the province, of the rising utility fees for both natural gas and electricity.

Over the course of the past two years, our residents have dealt with the strain of the pandemic, rising costs of groceries, rising gas prices, and job insecurity. Now they can add the stress of maintaining utilities in their homes to that list.

But it is not just residents that are struggling with these rising costs. Also greatly effected are the non-profits of our community and our province. Our non-profits offer us services that are greatly needed for our physical, mental, and social wellbeing however these services are now in jeopardy as they focus what funds they have on paying utility fees.

Instead of retaining funds for savings, for food, to pay rent or a mortgage, or to offer services that improve a community's wellness, people are being forced to pay exorbitant delivery charges to maintain utility services.

We at the Town of Fox Creek believe now is not the time to be taking more and more money from the pockets of Albertans, now is the time to support our people.

So, with the abovementioned in mind, the Town of Fox Creek would like to strongly encourage the Commission to perform a review of the fees being charged on top of the actual usage fees all the while giving strict attention to the amount of profit the corporations are making off Albertans.

Your time and consideration of our residents and non-profits is greatly appreciated.

Sincerely,

Mayor Sheila Gilmour  
Town of Fox Creek  
[sheila@foxcreek.ca](mailto:sheila@foxcreek.ca)

cc The Honourable Sonya Savage, Minister of Energy  
Todd Loewen, MLA  
Alberta Municipalities

**From:** [cao](#)  
**To:** [Jessica Caines](#)  
**Subject:** FW: Notice of motion.  
**Date:** March 8, 2022 8:35:59 AM  
**Attachments:** [image001.png](#)

---

**Jodi Brown, CLGM, B.Ed.**  
**Chief Administrative Officer/Town Manager**

E: [cao@bonaccord.ca](mailto:cao@bonaccord.ca)  
P: 780.921.3550  
C: 780-218-3338  
Box 779  
5025 – 50<sup>th</sup> Avenue  
Bon Accord, AB T0A 0K0



---

**From:** Lacey Laing <[llaing@bonaccord.ca](mailto:llaing@bonaccord.ca)>  
**Sent:** March 6, 2022 8:30 PM  
**To:** [cao](mailto:cao@bonaccord.ca) <[cao@bonaccord.ca](mailto:cao@bonaccord.ca)>; [Brian Holden](mailto:bholden@bonaccord.ca) <[bholden@bonaccord.ca](mailto:bholden@bonaccord.ca)>; [Tanya May](mailto:Tanya May) <[tmay@bonaccord.ca](mailto:tmay@bonaccord.ca)>; [Cory Roemer](mailto:Cory Roemer) <[croemer@bonaccord.ca](mailto:croemer@bonaccord.ca)>; [Lynn Bidney](mailto:Lynn Bidney) <[lbidney@bonaccord.ca](mailto:lbidney@bonaccord.ca)>  
**Subject:** Notice of motion.

Good evening everyone.

Sorry I can't get my app to work for me tonight so I am enclosing the notice of motion with this email

Notice of Motion:

I councillor Lacey Laing, bring forward a “Notice of Motion”, regarding Bon Acres park.

We need to investigate a cost and design for a water spray park. This would be a great asset to the community. It would be all inclusive.

This item is to be brought forward at the next council meeting March 15, 2022 for Council consideration and review.

Lacey Laing  
Councilor  
Town of Bon Acord

**From:** [cao](#)  
**To:** [Jessica Caines](#)  
**Subject:** FW:  
**Date:** March 8, 2022 11:24:34 AM

---

Jodi Brown, CLGM, B.Ed.  
Chief Administrative Officer/Town Manager

E: [cao@bonaccord.ca](mailto:cao@bonaccord.ca)  
P: 780.921.3550  
C: 780-218-3338  
Box 779  
5025 – 50th Avenue  
Bon Accord, AB T0A 0K0

-----Original Message-----

From: Tanya May <[tmay@bonaccord.ca](mailto:tmay@bonaccord.ca)>  
Sent: March 8, 2022 10:22 AM  
To: cao <[cao@bonaccord.ca](mailto:cao@bonaccord.ca)>; Brian Holden <[bholden@bonaccord.ca](mailto:bholden@bonaccord.ca)>; Cory Roemer <[croemer@bonaccord.ca](mailto:croemer@bonaccord.ca)>; Lacey Laing <[llaing@bonaccord.ca](mailto:llaing@bonaccord.ca)>; Lynn Bidney <[lbidney@bonaccord.ca](mailto:lbidney@bonaccord.ca)>  
Subject:

Hey Jodi,  
I would like to bring forward a notice of motion:

I move that admin looks into reserving the piece of land with the old baseball diamond, at the arena for a new location for the skatepark.

I would also like to ask admin to write a few letters to nwr, pembina place, and any other donors they see fit to raise money for a new concrete pad with a bowl for the skatepark. Can we also get a quote for what it would cost? Maybe from the company we got the equipment from.

Hopefully this wasn't too long. Also if you can get a better description of this piece of land, that would be great. I tried to explain where is was the best I could.

Thank you very much!!  
Tanya

Sent from my iPhone



**From:** [cao](#)  
**To:** [Jessica Caines](#)  
**Subject:** FW: Arena land description including ball diamond  
**Date:** March 8, 2022 11:25:38 AM  
**Attachments:** [MuniSightMap \(5\) arena ball diamond.png](#)

---

Jodi Brown, CLGM, B.Ed.  
Chief Administrative Officer/Town Manager

E: [cao@bonaccord.ca](mailto:cao@bonaccord.ca)  
P: 780.921.3550  
C: 780-218-3338  
Box 779  
5025 – 50th Avenue  
Bon Accord, AB T0A 0K0

-----Original Message-----

From: Dianne Allen <[dallen@bonaccord.ca](mailto:dallen@bonaccord.ca)>  
Sent: March 8, 2022 11:11 AM  
To: cao <[cao@bonaccord.ca](mailto:cao@bonaccord.ca)>  
Subject: Arena land description including ball diamond

4812-52ns street  
Plan 7921730  
Blk 10  
Lot 28MR

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