

Town of Bon Accord
AGENDA
Regular Council Meeting
January 19, 2021 8:30 a.m.
live streamed on Bon Accord YouTube Channel

- 1. CALL TO ORDER**
- 2. ADOPTION OF AGENDA**
- 3. DELEGATION**
 - 3.1.** Archie Grover, CRASC (8:30 am)
- 4. ADOPTION OF MINUTES**
 - 4.1.** Regular Meeting of Council; January 5, 2021 (enclosure)
- 5. PUBLIC QUESTION AND ANSWER**
- 6. DEPARTMENT REPORTS**
 - 6.1.** Finance (enclosure)
 - 6.2.** Operations (PW) (enclosure)
 - 6.3.** Planning and Economic Development (enclosure)
 - 6.4.** Chief Administrative Officer (CAO) (enclosure)
- 7. ACTION ITEM LIST**
 - 7.1.** Action item list – January 5, 2021 (enclosure)
- 8. UNFINISHED BUSINESS**
- 9. NEW BUSINESS**
 - 9.1.** Loader Purchase (enclosure)
 - 9.2.** Library Board appointment (enclosure)
 - 9.3.** Natural Area Study (enclosure)
 - 9.4.** 2021 Census of Population (enclosure)
 - 9.5.** Development Agreement – Micro Developments (enclosure)
 - 9.6.** Public Question and Answer Agenda Item (enclosure)
 - 9.7.** Information RE Tax Incentives (enclosure)
- 10. BYLAWS/POLICIES/AGREEMENTS**

BYLAWS

 - 10.1.** Procedural Bylaw; Bylaw 2021-01 (enclosure)
- 11. WORKSHOPS/MEETINGS/CONFERENCES**
- 12. COUNCIL REPORTS**
 - 12.1.** Mayor Greg Mosychuk (enclosure)
 - 12.2.** Deputy Mayor May (enclosure)
 - 12.3.** Councillor Laing (enclosure)

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- 12.4. Councillor Holden (enclosure)
- 12.5. Councillor Bidney (enclosure)

- 13. **CORRESPONDENCE**
 - 13.1. North Saskatchewan Watershed Alliance (enclosure)

- 14. **CLOSED SESSION**

- 15. **ADJOURNMENT**

**Town of Bon Accord
Regular Meeting of Council Minutes
January 5, 2021 7:00 pm
Live streamed on Bon Accord YouTube Channel**

PRESENT

COUNCIL

Mayor Greg Mosychuk
Deputy Mayor Tanya May
Councillor Brian Holden
Councillor Lacey Laing
Councillor Lynn Bidney

ADMINISTRATION

Joyce Pierce, Chief Administrative Officer
Falon Fayant, Corporate Finance Officer
Dianne Allen – Planning and Economic Development Manager

OTHERS

Mike Brandl – Delegation

CALL TO ORDER

Mayor Moyschuyk called the meeting to order at 7:00 pm.

ADOPTION OF AGENDA

COUNCILLOR HOLDEN MOVED THAT Council adopt the agenda for the January 5, 2021 Regular Meeting of Council, be adopted, as amended.

CARRIED RESOLUTION 21-001

DELEGATION

Land purchase proposal – closed session

COUNCILLOR LAING MOVED THAT Council go into closed session at 7:03 pm to discuss Land Purchase Proposal – FOIP Act 25(1) – Disclosure harmful to economic and other interests of a public body.

CARRIED RESOLUTION 21-002

COUNCILLOR BIDNEY MOVED THAT Council come out of closed session at 7:31pm.

CARRIED RESOLUTION 21-003

COUNCILLOR HOLDEN MOVED THAT Council accept the delegation presentation, as information.

CARRIED RESOLUTION 21-004

ADOPTION OF MINUTES

Regular Meeting of Council Minutes – December 15, 2020

COUNCILLOR BIDNEY MOVED THAT the minutes of the December 15, 2020 Regular Meeting of Council be accepted, as amended.

CARRIED RESOLUTION 21-005

Town of Bon Accord
Regular Meeting of Council Minutes
January 5, 2021 7:00 pm
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UNFINISHED BUSINESS

Arena Operations

COUNCILLOR HOLDEN MOVED THAT Council direct administration to close the arena for the 2020 / 2021 season and remove the ice surface if there is no change to the provincial regulations by January 15, 2021.

CARRIED RESOLUTION 21-006

NEW BUSINESS

None

BYLAWS | POLICIES | AGREEMENTS

BYLAWS

Bylaw 2020-25; Water Bylaw

COUNCILLOR BIDNEY MOVED THAT Council give 2nd reading to Bylaw #2020-25 Water Bylaw, as presented.

CARRIED RESOLUTION 21-007

COUNCILLOR HOLDEN MOVED THAT Council give 3rd and final reading to Bylaw #2020-25 Water Bylaw, as presented.

CARRIED RESOLUTION 21-008

Bylaw 2020-26; Wastewater Bylaw

DEPUTY MAYOR MAY MOVED THAT Council give 2nd reading to Bylaw #2020-26 Wastewater Bylaw, as presented.

CARRIED RESOLUTION 21-009

COUNCILLOR LAING MOVED THAT Council give 3rd and final reading to Bylaw #2020-26 Wastewater Bylaw, as presented.

CARRIED RESOLUTION 21-010

Bylaw 2020-27; Waste Collection Bylaw

COUNCILLOR HOLDEN MOVED THAT Council give 2nd reading to Bylaw #2020-27 Waste Collection Bylaw, as presented.

CARRIED RESOLUTION 21-011

COUNCILLOR BIDNEY MOVED THAT Council give 3rd and final reading to Bylaw #2020-27 Waste Collection Bylaw, as presented.

CARRIED RESOLUTION 21-012

WORKSHOPS | MEETINGS | CONFERENCES

Council workshop

COUNCILLOR HOLDEN MOVED THAT Council approve holding a Council Workshop on Wednesday February 17 and Thursday February 18, 2021 commencing at 8:30am in Council Chambers or virtually using Teams depending on COVID-19 restrictions at that time.

CARRIED RESOLUTION 21-013

**Town of Bon Accord
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Brownlee LLP Emerging Trends in Municipal Law Virtual Conference

COUNCILLOR BIDNEY MOVED THAT Council direct Administration to RSVP to Town of Redwater that Councillor Bidney, Councillor Holden, and Mayor Mosychuk, attend the Brownlee Law Emerging Trends in Municipal Law Virtual Conference from Pembina Place in Redwater.

CARRIED RESOLUTION 21-014

CORRESPONDENCE

None

CLOSED SESSION

COUNCILLOR BIDNEY MOVED THAT Council go into closed session at 8:35 pm to discuss Land Purchase Proposal – FOIP Act 25(1) – Disclosure harmful to economic and other interests of a public body.

CARRIED RESOLUTION 21-015

COUNCILLOR BIDNEY MOVED THAT Council come out of closed session at 9:35 pm.

CARRIED RESOLUTION 21-016

MAYOR MOSYCHUK MOVED THAT Council direct Administration to proceed to advise the delegate, as discussed.

CARRIED RESOLUTION 21-017

ADJOURNMENT

COUNCILLOR HOLDEN MOVED THAT the January 5, 2021 Regular Meeting of Council adjourn at 9:41 pm.

Mayor Greg Mosychuk

Joyce Pierce, CAO

**COUNCIL REPORT
FINANCE
JANUARY 2021**

Year-end adjusting entries are still outstanding at this time for the 2020 year and will be finalized with the completion of the 2020 audit. Some final invoices for 2020 are still coming in and will be posted to 2020.

GENERAL MUNICIPAL

At the end of 2020, 88% of taxes had been collected, compared to 94% of taxes being collected at the end of 2019. A penalty of 15% was applied to all outstanding balances on January 1, 2021 for a total of \$27,464.

PUBLIC WORKS

Budgeted revenue for roads includes a portion of MSI operating funds. The allocation of these funds will be included with the year-end adjusting entries. Expenses for roads are generally under budget, contracted services and gravel/sand are under budget; the reserve transfer of \$25,000 will be posted as part of the year-end adjusting entries. Water and sewer revenue are under budget, while garbage revenue is close to budget. Water, sewer, and garbage expenses are all under budget and expected to remain under budget after final year end adjusting entries.

PROTECTIVE SERVICES

The fire hall rental/grant payment has been received from Sturgeon County, slightly higher than budgeted (\$263 higher). Fire services is expected to be slightly over budget (\$2,806) once the reserves transfer is completed. Emergency services is slightly over budget due to unbudgeted COVID-19 expenses (\$3,890). Bylaw revenue includes an MSI operating transfer. Expenses for bylaw are expected to remain under budget.

ADMINISTRATION

Administration revenue is slightly over budget. Expenses are expected to remain under budget. The audit is scheduled for February 10 and 12.

COMMUNITY SERVICES

FCSS and recreation program expenses are expected to be decreased mainly from the cancellation and limitations of programs due to COVID-19.

PARKS & RECREATION

Parks revenue is slightly over budget while expenses are under budget.

ARENA

The arena is now closed due to Alberta Health Services and the Government of Alberta pandemic restrictions.

Refunds issued for lost ice time for early closure in March of 2020 due to COVID-19. (\$1,596). Revenue includes a portion of the Sturgeon County grant that the Town allocates towards the arena. Arena expenses include contracted cleaning services for COVID-19. Arena expenses are slightly under budget. Since revenues are much lower than expected, but expenses are close to budget, this has resulted in a high actual to budget variance percentage.

ECONOMIC DEVELOPMENT

Economic development revenues are over budget for permits. Expenses are under budget.

CAPITAL

2020 Sources of capital revenue will be MSI, GTF, MCCAC Grant, debenture, and reserves. The Town of Bon Accord Gas Tax Fund allocation for 2020 is \$87,461. The MSP allocation for the Town of Bon Accord is \$181,751. The MSP application for the 48th Avenue & 49A Street project was submitted on September 30; we received the funding for the project on November 24.

Current Projects:

48th Avenue & 49A Street: Ongoing; Expenses to date = \$473,941

Solar Farm: Completed; Expenses to date = \$1,070,118

New Single-Axle Dump Truck = \$126,646

Ventrac Mower = \$22,900

Asset Management = \$59,501

Falon Fayant

*Corporate Finance Officer
Town of Bon Accord*

Town of Bon Accord

Year-to-Date Variance Report (*Unaudited*)
for the month ending December 31, 2020

Department	2020 YTD Revenue		2020 YTD Revenue	2020 YTD Expense		2020 YTD Expense	2020 YTD Net	2020 YTD Net	2020 YTD Net	% Variance
	Actual	Budget	Variance	Actual	Budget	Variance	Actual	Budget	Variance	
General Municipal	2,249,542	2,220,523	29,019	207,610	413,775	206,165	2,041,932	1,806,748	235,184	13%
	2,249,542	2,220,523	29,019	207,610	413,775	206,165	2,041,932	1,806,748	235,184	
Public Works - Roads	10,804	27,684	-16,880	345,469	420,026	-74,557	-334,665	-392,342	57,677	15%
Storm Sewer & Drain	0	0	0	17,783	17,735	48	-17,783	-17,735	-48	0%
Water	467,159	541,746	-74,587	446,905	622,469	-175,564	20,254	-80,723	100,977	125%
Sewer	277,617	310,600	-32,983	286,996	309,199	-22,203	-9,379	1,401	-10,780	769%
Garbage	139,663	143,200	-3,537	158,870	169,259	-10,389	-19,207	-26,059	6,852	26%
Cemetery	5,607	5,500	107	6,815	9,631	-2,816	-1,208	-4,131	2,923	71%
	900,850	1,028,730	-127,880	1,262,838	1,548,319	-285,481	-361,988	-519,589	157,601	
Fire Department	9,015	8,752	263	40,429	47,623	-7,194	-31,414	-38,871	7,457	19%
Emergency Services	0	0	0	21,551	18,715	2,836	-21,551	-18,715	-2,836	15%
Bylaw	3,708	39,236	-35,528	40,492	61,181	-20,689	-36,784	-21,945	-14,839	68%
	12,723	47,988	-35,265	102,472	127,519	-25,047	-89,749	-79,531	-10,218	
Administration	4,236	3,500	736	403,365	441,263	-37,898	-399,129	-437,763	38,634	9%
Election	0	0	0	0	5,000	-5,000	0	-5,000	5,000	100%
Library	12,213	10,480	1,733	56,133	58,038	-1,905	-43,920	-47,558	3,638	8%
Council	0	0	0	75,818	105,015	-29,197	-75,818	-105,015	29,197	28%
	16,449	13,980	2,469	535,316	609,316	-74,000	-518,867	-595,336	76,469	
Community Services	39,072	43,481	-4,409	78,411	98,136	-19,725	-39,339	-54,655	15,316	28%
Recreation Programs	7,490	9,183	-1,693	50,558	85,472	-34,914	-43,068	-76,289	33,221	44%
Parks & Recreation	23,873	20,421	3,452	127,864	153,064	-25,200	-103,991	-132,643	28,652	22%
Arena	143,055	218,876	-75,821	230,414	247,421	-17,007	-87,359	-28,545	-58,814	206%
Municipal Planning	19,929	5,700	14,229	150,189	205,451	-55,262	-130,260	-199,751	69,491	35%
Economic Development	0	0	0	85,700	118,825	-33,125	-85,700	-118,825	33,125	28%
	233,419	297,661	-64,242	723,136	908,369	-185,233	-489,717	-610,708	120,991	
TOTAL	1,163,441	1,388,359	-224,918	2,623,762	3,193,523	-569,761	-1,460,321	-1,805,164	344,843	
TOTAL (incl. Gen Mun.)	3,412,983	3,608,882	-195,899	2,831,372	3,607,298	-363,596	581,611	1,584	580,027	

Council Report

Date: December 2020 – January 2021
Department: Public Works
Submitted by: Operations Manager

PUBLIC WORKS

- The Morinville Hutterite Colony is interested in placing sheep at the Solar Farm.
- Picked up Christmas Trees around Town on January 8th.

ROADS

- Sanded streets 3 times since last report.
- Burning the brush pile at the lagoon.

EQUIPMENT/VEHICLES

- Equipment maintenance ongoing.
- Quote for new loader received.

CEMETERY

- 1 full burial.

WATER

- Monthly water reads occurred on December 31 /20.
- Completed 2 Alberta 1st Calls in December.

SEWER

ARENA/PARKS & RECREATION

- Ice is being maintained in the Arena.
- Maintaining outdoor ice surface.
- Application for Engineering Study grant for the Arena completed through MCCAC.

SAFETY/TRAINING

Ken Reil

Operations Manager

Public Works/Utilities/Recreation

**COUNCIL REPORT
PLANNING AND DEVELOPMENT
JANUARY 2021**

ECONOMIC DEVELOPMENT

Edmonton Metro Region – Property Tax Increases

Budget deliberations occurred throughout the Edmonton Metro Region, the following are the established property tax increases for 2021:

City of Edmonton – 0%
City of Beaumont – 0%
City of Fort Saskatchewan – 0%
City of Leduc – 0%
City of St. Albert – 2.79%
City of Spruce Grove – 1%
Town of Devon – 3.77%
Town of Morinville – 1.5%
Town of Stony Plain – 1.91%
Leduc County – 0%
Parkland County - 1.52%
Strathcona County – 0%
Sturgeon County – 0%

Business License Renewals

Business license renewals have been trickling in. The Town had 43 registered businesses for 2020. Currently, have received 14 business renewals. Deadline for renewals is January 31/21.

Electronic Sign

An RFD was presented to Council June 4/20, in which Council approved to provide complementary - free business advertising on the electronic sign for business within Bon Accord and business outside of Bon Accord holding a valid business license. With this implementation, more businesses have taken advantage of this perk to promote their services and products.

Mark Stevens from Sturgeon County Kennels is a very good example. Mark called to express how well this sign is working in increasing his business. Furthermore, Mark has an accounting business in Morinville (Stevens & Co.); he has taken out an additional business license and advertisement on the electronic sign.

Appreciate Council's direction in assisting the businesses within and outside of our community!

Hens and Bees Pilot Project

The City of Leduc will be launching a two-year "Hens and Bees pilot program", offering up to 10 local households a chance to keep hens or bees in their backyard. Applications will be accepted from Feb 1-15; interested residents are encouraged to review program guidelines and eligibility requirements in advance.

Due to the COVID-19 extra safety measures will be in place to help keep residents safe. Required training, for example, will be offered online.

The Hens and Bees program will enhance homeowners' personal food production options in a safe and respectful manner and is seen as an extension to backyard fruit and vegetable gardening. It can also be a rewarding experience for residents and strengthen the community's connection to nature. This includes those who are participating as well as those who live close by.

The City will follow up with neighbours to confirm they are accepting of the program before approving a resident application. Efforts will be made to first address concerns; however neighbour acceptance is required to participate.

Over the next two years, the program will be evaluated for longer-term implementation and future growth. Areas that will be considered include community interest, frequency of inquiries, barriers and limiting factors to participation, and feedback provided from program participants and neighbours.

Many urban communities have successfully implemented similar programs, including those in the Capital Region (i.e., the City of Edmonton).

Program

The Hens and Bees pilot program will launch in 2021 and offer up to 10 local households a chance to keep bees or hens in their back yard. Due to the current situation with COVID-19, extra safety measures will be in place to help keep our residents safe.

Overall, the pilot program is designed to:

- Enable local residents to extend their backyard gardening with the production of eggs or honey for their personal consumption;
- Reduce greenhouse gases;
- Improve biodiversity;
- Enhance residents' connection to nature and contribute to their overall well-being; and
- Gain feedback from participants, neighbours and the community on the program.

Application details

Applications to the pilot program will be accepted over a two-week period from Feb. 1–15. Following the application deadline, all submissions will be reviewed and carefully considered. The successful candidates will be notified individually, and all other applicants will be added to a waitlist for future consideration. Interested residents may only apply to participate in the hen keeping or beekeeping program, not both.

There is currently no licence fee for pilot project applicants; however, if the program continues on a permanent basis a licence fee may apply for new applicants.

The pilot project is a two-year program; licences granted as part of the pilot project will expire at the end of the program. At this time the continuation of the program will be reviewed based on the results of the pilot project. If the program is continued, successful participants will be prioritized for licence renewal, subject to approval by the Environmental Inspector.

Guidelines

The keeping of backyard hens and bees in the City of Leduc is controlled and enforced under the Animal Licencing and Control Bylaw; only those who receive a licence from the City are eligible to do so. Applicants must comply with all Provincial regulations around the keeping of hens or bees and meet all of the requirements outlined in the City's Hen Keeping or Beekeeping Guidelines.

These guidelines establish the regulatory framework for the keeping of backyard hens and bees within the City of Leduc limits, and provide guidance for the selection of appropriate sites, the application processes and enforcement procedures to ensure a successful pilot program. In the development of these guidelines, the City of Leduc reviewed best practices, communication plans, outcomes, and mitigation strategies of other municipalities who have made allowances for urban hen and bee keeping. Bylaw requirements, potential health concerns, and provincial legislations were also carefully considered.

- Hen keeping and beekeeping will take place in the fenced back yards of single-family homes. Single family homes are targeted for the pilot project, however multi-family homes that meet the space requirements may be considered in the future if the pilot program continues.
- Sale of eggs, honey, chickens, bees, or any other hen keeping or beekeeping products is not permitted. Eggs and honey are intended solely for the consumption of program participants and their families.
- Applicants may only participate in either the hen keeping or the beekeeping program, not both.
- The participant must:
 - apply for a licence with the City of Leduc and receive approval,
 - bear all costs associated with the licencing and materials to keep hens or bees,
 - adhere to relevant federal, provincial and municipal legislation, and
 - take training and remain current with best management practices of City Hen Keeping or Beekeeping guidelines.
- Please note that an application does not a guarantee that you will get a licence:
 - The pilot project is currently limited to five participants for hens and five participants for bees
 - The City of Leduc has the discretion to deny licences due to concerns from neighbouring properties.
 - Hens and bees are prohibited on residential properties without an approved licence therefore applicants are not advised to invest in hens, bees, or associated equipment until they receive initial approval from the city.

Red Tape Reduction

On July 30, 2020, the government announced the Municipal Stimulus Program (MSP). One of the conditions associated with this funding is that municipalities were required to reduce red tape. This information and commitment entails:

Municipalities are required to take actions that advance at least one of the following objectives:

- Make it easier to start up a new business in your community
- Streamline processes and shorten timelines for development and subdivision permit approvals
- Make your community a more attractive destination for new investment and/or tourism

Each municipality is to determine the most appropriate actions for their local circumstances. Two separate reports are to be submitted for 2020 and 2021. The important role for municipalities is to create a positive environment for investment.

Municipalities are the level of government directly responsible for business licensing, construction permitting, and development decisions – all of which are factors businesses consider when deciding where and when to invest. Municipalities can contribute to Alberta’s economic recovery by creating an environment where processes are clear and consistent; where decisions are made quickly and transparently; and where there are no unnecessary barriers to realizing our province’s potential.

Inspections Group

Town of Bon Accord contracts out all building permits requested by residents to the Inspections Group. Property owners, contractors and municipalities gain value from permits, by having trained professionals inspecting all work to identify potential hazards and ensuring all aspects of a project meet the minimum code standards. The Inspections Group offers a fee for service inspections to ensure existing building, electrical, plumbing and gas, private sewage meets code.

The Town has renewed the contract with the Inspections Group for another two years, due to quality service provided to our residents, reasonable fee structure and a strong working relationship established.

PLANNING AND DEVELOPMENT

4907-51 Avenue

June 3/19 a development permit was issued for demolition of existing building (Anglican Church), with commencement of development in the spring of 2020. Due to COVID-19 this development did not commence.

Recently, the developer contacted administration acknowledging architectural plans will be submitted for this site. Encouraging news for the developer to continue with this project enabling new construction in the Town.

Investment and Development Inquires

Proposal to purchase land
Chickens allowed on residential lots

Complaints

Abandoned vehicle

Business Inquiries	Compliance Certificates	Development Permits	Building Permits (Gas, Plumbing, Electrical)	Business Licenses	Bylaw Complaints	
2	0	0	0	14	0	This Period
2	0	0	0	14	0	YTD

Meetings/Events Attended/Education

- Manager Meetings – internal exchange of information & updates of Council
- Council Meetings – virtual
- Business meetings - virtual
- Municipal Planning Services – discuss / review permits / compliance certificates
- MuniSight Overview – virtual meeting
- Developer - discussions
- Stakeholders / residents – development questions/inquiries and complaints

DIANNE ALLEN

*Planning and Development
Town of Bon Accord*

Council Report

Date January 2021
Department: Administration
Submitted: Joyce Pierce, CAO

Administration

Held management meetings in December/January which have included discussion and planning on the Council workshop 2021. Are waiting for the update to the December changes to the operations of the organization due to the new provincial restrictions. Council has given direction for the ice removal from the arena if there were no regulation changes by Jan 15, 2021. Administration has not directed public works to move ahead with that yet for a couple of reasons. The cost to maintain for the remaining two weeks of January is minimal to the organization, further during the SREMP meetings other municipalities are waiting to hear what the updated regulations may be. The outdoor rink has been challenging during this lovely weather, but it is coming along.

COVID Update

Currently Public Works is working split shifts, with 3 employees in one week and 2 employees the next week to mitigate risk of cross contamination if anyone should become sick and leave us with no operators for a 2 or possibly more week period. Administration will continue to work remotely until further direction is handed down from the province. We are still maintaining this schedule until further notice.

ICF/IDP Update

Administration has been continuing with the ICF/IDP work with the regional colleagues. It is hopeful that an agreement can be reached within the next few days. Council will be updated with any developments.

Training

Public works staff is using this split shift time to take some necessary training. Two members are currently taking the Water Wastewater Operators licensing course online. Best of luck to them both. More licensed operators will be a benefit to the town for many years to come. Also, administration and public works have been taking some training virtually through Munisight the GIS/Asset management platform that is now in place. This is a user-friendly program and the support from Munisight is great. This is a very useful tool for the staff and has so many applications that help to do our jobs much more efficiently.

SREMP Agency Meeting

The SREMP agency has been having virtual meetings on a biweekly basis. Discussion regarding arena ice and how each municipality is dealing with the regulations will be upcoming on Jan 22, 2021.

Jingle 2020

A big thank you to our public works staff that handed out all the jingle bells for Jingle 2020. Administration has received very positive feedback on the efforts to try to lift residents' spirits during an unprecedented Christmas season through the Jingle 2020 project.

Meetings Virtually Attended/Attending

Management Meetings

Regular Meeting Council

SREMP Mtg

Regional CAO Mtg

AHS Townhall Mtg

ICF/IDP Mtg

Respectfully submitted

Joyce Pierce, CAO

Resolution	Resolution #	Assigned to	Status
March 3, 2020 Regular Meeting of Council			
COUNCILLOR HOLDEN MOVED THAT Council direct administration to further discuss this opportunity with Sturgeon County Legislative Services and bring back additional information to Council at a future Council meeting.	20-083		Ongoing
May 19, 2020 Regular Meeting of Council			
<p>Landscaping Deposit DEPUTY MAYOR BIDNEY MOVED THAT, in accordance with Part 7.14(2) of the Town of Bon Accord Land Use Bylaw 2016-03, as amended, Council adopt a resolution to establish a landscaping deposit fee for the following types of development:</p> <ol style="list-style-type: none"> 1. Residential Development 100% of estimated landscaping costs 2. Commercial Development 100% of estimated landscaping costs 3. Industrial Development 100% of estimated landscaping costs <p>This landscaping deposit fee shall be provided by the developer in the form of:</p> <ol style="list-style-type: none"> a. cash to a value equal to 100% of the estimated landscaping costs or b. an irrevocable letter of credit having the value equal to 100% of the estimated landscaping costs <p>The terms and provisions respecting this deposit fee, including release shall be to the Town's satisfaction as set out in a Development Agreement.</p>	20-250	Finance	Ongoing - March 2021
November 17, 2020 Regular Meeting of Council			

Resolution	Resolution #	Assigned to	Status
Invitation Alberta Transportation COUNCILLOR HOLDEN MOVED THAT Council directs Administration to proceed, as per Council information provided with regards to the invitation to Alberta Transportation.	20-359	Administration	ongoing
COUNCILLOR BIDNEY MOVED THAT Council table the decision regarding hiring Strategic Steps until after the By-election.	20-368	CAO	ongoing
December 15, 2020 Regular Meeting of Council			
Final Budget Presentation MAYOR MOSYCHUK MOVED THAT Council approve the 2021 operating and capital budget, as amended and accept the 2022 to 2024 operating plan and 2022 to 2026 capital plan, as information.	20-387	Administration	Communicate with residents on website and newsletter - Completed January 2021
Interpretation of Council Meetings COUNCILLOR HOLDEN MOVED THAT Council accept the Interpretation of Council Meetings presentation, as information.	20-388	Administration	Completed
Procedural Bylaw; Bylaw #2020-23 Deputy Mayor May and Councillor Laing requested a recorded vote. COUNCILLOR HOLDEN MOVED THAT Council declines 1st reading of Procedural Bylaw #2020-23, and furthermore directs Administration to bring this Bylaw back to Council at a later date.	20-393	CAO	Revised Procedural Bylaw on January 19, 2021 Agenda
January 5, 2021 Regular Meeting of Council			
COUNCILLOR HOLDEN MOVED THAT Council direct administration to close the arena for the 2020 / 2021 season and remove the ice surface if there is no change to the provincial regulations by January 15, 2021.	21-006	Operations	

Resolution	Resolution #	Assigned to	Status
<p>Council workshop COUNCILLOR HOLDEN MOVED THAT Council approve holding a Council Workshop on Wednesday February 17 and Thursday February 18, 2021 commencing at 8:30am in Council Chambers or virtually using Teams depending on COVID-19 restrictions at that time.</p>	21-013	Administration	Calendar updated; planning ongoing
<p>Brownlee LLP Emerging Trends in Municipal Law Virtual Conference COUNCILLOR BIDNEY MOVED THAT Council direct Administration to RSVP to Town of Redwater that Councillor Bidney, Councillor Holden, and Mayor Mosychuk, attend the Brownlee Law Emerging Trends in Municipal Law Virtual Conference from Pembina Place in Redwater.</p>	21-014	Administration	ongoing
<p>Land Purchase Proposal – FOIP Act 25(1) – Disclosure harmful to economic and other interests of a public body. MAYOR MOSYCHUK MOVED THAT Council direct Administration to proceed to advise the delegate, as discussed.</p>	21-017	Planning and Economic Development	Completed

TOWN OF BON ACCORD

Request for Decision (RFD)

MEETING: Regular Council Meeting
MEETING DATE: January 19, 2021
AGENDA ITEM: Purchase of a new Wheel Loader

RECOMMENDATION:
THAT ...

Council give approval to proceed with the purchase of John Deere 324L wheel loader for \$130,000 plus GST as approved in the 2021 budget.

BACKGROUND:

The purchase of a new loader was included in the 2021 budget plan. Quotes have been provided by John Deere and Caterpillar. The purchase of a John Deere loader will allow for the use of existing attachments. The John Deere quote for a 324L with Hi lift option is \$130,000 plus GST with a trade in value for our loader of \$49,000. Warranty on the JD loader is 5 years/ 3000 hours. The Cat loader would come with 2 new buckets. The Caterpillar quote for a 908M is \$145,000 plus GST with a trade in value of \$38,000 for our loader. Warranty on the CAT loader is 2 years/ 3000 hours. Both loaders are same horsepower and bucket size. Budget for this purchase is \$130,000.

FINANCIAL IMPLICATIONS:

This is an approved budgeted item for 2021.

LEGAL IMPLICATIONS: N/A

LEGISLATIVE HISTORY: N/A

ALTERNATIVES:

1. Council give approval to proceed with the purchase of the Caterpillar 908M loader.
2. Council does not give approval to proceed with the purchase.
3. Council give approval to proceed with the purchase of John Deere 324L wheel loader for \$130,000 plus GST as approved in the 2021 budget.

Prepared and Submitted By: Ken Reil

Reviewed By:

Date: January 19, 2021

TOWN OF BON ACCORD

Request for Decision (RFD)

MEETING: Regular Council Meeting
MEETING DATE: January 19, 2021
AGENDA ITEM: Library Board Trustee
RECOMMENDATION: THAT.... Council direct administration to approve Library Board Trustee Lorna Pocock for a second term.
BACKGROUND: On January 6, 2021, Mayor and Council received a letter (attached) from the Town of Bon Accord Library Board requesting approval for Lorna Pocock to serve a second term as Library Board Trustee.
FINANCIAL IMPLICATIONS: N/A
LEGAL IMPLICATIONS: N/A
LEGISLATIVE HISTORY: N/A
ALTERNATIVES: <ol style="list-style-type: none">1. Council direct administration to approve Library Board Trustee Lorna Pocock for a second term.2. Council direct administration to decline approval of Library Board Trustee Lorna Pocock for a second term.
Prepared and Submitted By: Jessica Caines
Reviewed By: Joyce Pierce - CAO
Date: January 7, 2021



Box 749
Bon Accord, AB T0A 0K0
Phone: 780-921-2540
Fax: 780-921-2580
Web: www.bonaccordlibrary.ab.ca

December 16, 2020

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

Dear Mayor Mosychuk and Councilors;

We are writing to request your approval of a second term as a Library Board Trustee for Lorna Pocock

Lorna has been an avid supporter of the library for over 15 years and is an active participant in the community. Her experience as a business owner and council member has been an asset to our team.

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
Request for Decision (RFD)

MEETING: Regular Council Meeting	
MEETING DATE: January 19, 2021	
AGENDA ITEM: Natural Area Study	
RECOMMENDATION: THAT ... Council give approval to proceed with the High-Level Assessment of the natural area as approved in the 2021 budget.”	
BACKGROUND: The 2021 budget included a High-Level Assessment study of the natural area in the South East corner of Town. Presently all storm water piping delivers runoff from the East portion of Town to this natural area. For years this area has had a highwater level which keeps the storm drain piping half full of water all of the time. Associated Engineering provided a quote of \$70,000 to assess the best way to deal with future development. The study will provide the community with options of how to increase capacity and possibly address additional storage for that area of Town. The piping has been identified as needing an increase in diameter but while the water level in the natural area is at the present level the new diameter piping would still be half full of water.	
FINANCIAL IMPLICATIONS: This is a budgeted item for 2021.	
LEGAL IMPLICATIONS: N/A	
LEGISLATIVE HISTORY: N/A	
ALTERNATIVES: <ol style="list-style-type: none">1. Council gives approval to proceed with the High-Level Assessment of the natural area. as approved in the 2021 budget.2. Council declines proceeding with the High-Level Assessment of the natural area.	
Prepared and Submitted By: Ken Reil	Reviewed By: Joyce Pierce, CAO Date: January 19, 2021

TOWN OF BON ACCORD

Request for Decision (RFD)

MEETING: Regular Council Meeting

MEETING DATE: January 19, 2021

AGENDA ITEM: 2021 Census of Population

RECOMMENDATION:

THAT ...

Council supports the 2021 Census and encourages all residents to complete their census questionnaire online at www.census.gc.ca, once available in May 2021. Accurate and complete census data support programs and services that benefit our community.

BACKGROUND:

The next census will take place in May 2021.

For over a century, Canadians have relied on census data to tell us about how our country is changing and what matters to them. We all depend on key socioeconomic trends and census analysis to make important decisions that have a direct impact on our families, neighborhoods, and businesses. In response to the COVID-19 pandemic, Statistics Canada has adapted to ensure that the 2021 Census is conducted throughout the country in the best possible way, using a safe and secure approach.

Statistics Canada will be hiring approximately 32,000 people across the country to assist with census collection. They would like to work with our municipality to ensure that residents are aware and informed of these job opportunities.

Furthermore, support encouraging residents to complete the census will have a direct impact on gathering the data needed to plan, develop, and evaluate programs and services such as schools, daycare, family services, housing, emergency services, roads, public transportation and skills training for employment.

The Town of Bon Accord has received an email from Statistics Canada looking for support for the census, by sharing the following municipal council resolution with our residents:

The Council of the Corporation of (NAME OF CITY/TOWN/MUNICIPALITY) supports the 2021 Census and encourages all residents to complete their census questionnaire online at www.census.gc.ca. Accurate and complete census data support programs and services that benefit our community.

FINANCIAL IMPLICATIONS: N/A

LEGAL IMPLICATIONS: N/A

LEGISLATIVE HISTORY: N/A

ALTERNATIVES:

1. Council supports the 2021 Census and encourages all residents to complete their census questionnaire online at www.census.gc.ca. Accurate and complete census data support programs and services that benefit our community.
2. Council does not support the 2021 Census as requested by Statistics Canada.

Prepared and Submitted By: Julia Miller

Reviewed By: Joyce Pierce, CAO

Date: January 14, 2021

TOWN OF BON ACCORD

Request for Decision (RFD)

MEETING: Regular Council Meeting
MEETING DATE: January 19, 2021
AGENDA ITEM: Development Agreement – Micro Developments

RECOMMENDATION:

THAT ... Council approves the following as information.

BACKGROUND:

June 2, 2020, Council, as the Development Authority in the Direct Control (DC1) District, approved a Development Permit for “cannabis production and distribution” within Pt. NE 18-56-23-W4 (Title No. 122 187 187 406), with conditions.

As per Development Permit condition 5, states:

“Within one year of the development permit, the Registered Owner will enter into a development agreement pursuant to section 650(1) of the Municipal Government Act and Part 3.8(1)(a)(ii) of the Town Land’s Use Bylaw with the Town to address, among other things, the construction of municipal services including but not limited to road access, public utilities, off-street parking facilities, loading and unloading facilities, stormwater management facilities, landscaping and fencing and the providing of security to ensure compliance with this agreement”.

In consultation with Brownlee, LLP, the Towns legal counsel, a development agreement has been drafted to reflect conditions specific to this development.

To note, this is the initial draft which has yet to be presented and agreed upon with the developer. The development agreement is required prior to commencement of construction.

FINANCIAL IMPLICATIONS:

Services rendered by Legal Counsel to draft document.

LEGAL IMPLICATIONS: N/A

LEGISLATIVE HISTORY: N/A

ALTERNATIVES: N/A

Prepared and Submitted By: Dianne Allen - Manager of Planning and Development

Reviewed By: Joyce Pierce - CAO

Date: January 16, 2021

TOWN OF BON ACCORD

Short Form Development Agreement

Development Permit

TOWN OF BON ACCORD

AND

1678462 ALBERTA LTD.

MEMORANDUM OF AGREEMENT made this ____ day of _____, 2020.

TOWN OF BON ACCORD
a municipal corporation,
(hereinafter referred to as the "Municipality")

OF THE FIRST PART

- and -

1678462 ALBERTA LTD.
a body corporate duly authorized to carry on business in the Province of Alberta
(hereinafter referred to as the "Developer")

OF THE SECOND PART

WHEREAS:

- A.** The Developer is, or is entitled to become, the registered owner of all or a portion of the lands described in Schedule "A" attached to this Agreement (hereinafter referred to as "the Lands").
- B.** Pursuant to Development Permit No. 034034-20-D0002, the Developer proposes to develop all or a portion of the Lands (hereinafter referred to as "the Development Area") outlined in heavy black or bold, or otherwise delineated, on the map attached hereto as Schedule "B" to this Agreement.
- C.** The Municipality and the Developer are agreeable to the Developer completing or contributing to the Developer Improvements required throughout and adjacent to the Development Area, as the case may be, in accordance with the provisions of this Agreement, with the Developer, solely, bearing the costs of the Developer Improvements, unless otherwise stated within this Agreement.
- D.** The Municipality and the Developer have agreed to enter into this Agreement to ensure adequate and timely provision of required services within the Development Area.
- E.** The Municipality and the Developer have agreed that the said construction and installation of the Developer Improvements and all matters and things incidental thereto and all other matters or things relating to the development of the Development Area, shall be subject to the terms, conditions and covenants hereinafter set forth.

NOW THEREFORE, in consideration of the premises and mutual terms, conditions and covenants to be observed and performed by each of the parties hereto, the Municipality and the Developer agree as follows:

1. INTERPRETATION

- 1.1 For the purposes of this Agreement, words defined with the Recitals to this Agreement shall have the meaning ascribed therein and the following words shall have the meaning ascribed below:
- (a) "Construction Completion Certificate" shall mean a Certificate issued by the Municipality, certifying the Developer Improvements have been constructed and installed by the Developer to the satisfaction of the Municipality in accordance with this Agreement.
 - (b) "Design Standards" shall mean the procedures, standards and specifications that have been adopted by the Municipality and such other engineering design and construction standards which may be established and revised from time to time by the Municipality's engineer, or as revised by the

Municipality's Council from time to time, and namely that version in place at the time of commencement of construction for the Development Area, provided that the Municipality and the Developer may, by written agreement only, vary or change any of the procedures, standards or specifications set forth in the Design Standards.

- (c) "Developer's Consultant" shall mean the consulting professionals retained by the Developer and shall include, but not be limited to professional engineers, landscape architects, land use planners, and land surveyors.
- (d) "Developer Improvements" shall mean those services and facilities to be constructed or installed within the Development Area which ownership does not pass onto to the Municipality and as identified in Schedule "C" to this Agreement.
- (e) "Plans" shall mean plans and specifications prepared by the Developer's Consultant covering the design, construction, location and installation of all Developer Improvements, as approved by the Municipality.
- (f) "Public Property" or "Public Properties" shall include all properties within and adjacent to the Development Area to be owned or administered by the Municipality, including roadways, utility rights-of-way or easements.

2. PLANS

- 2.1 Prior to commencing construction and installation of the Developer Improvements within the Development Area, the Developer shall submit the Plans for the Developer Improvements for approval by the Municipality. The Plans shall give all necessary details of the Developer Improvements to be constructed by the Developer and shall conform to the Design Standards. The Plans shall include a construction timetable for the construction and installation of all of the Developer Improvements and the Developer shall comply with all time limits and dates specified in the construction timetable.
- 2.2 The Municipality agrees that it shall not unduly delay in granting its approval, or in rejecting the, Plans which have been submitted by the Developer to the Municipality.
- 2.3 If the Municipality does not approve the Plans submitted by the Developer, the Developer shall be entitled to refer any dispute with regard to the Plans to the Municipality's Council. The decision of the Municipality's Council shall be final and binding.
- 2.4 The Developer acknowledges and agrees that the Municipality's approval of the Plans is in no way intended to be a warranty, representation or guarantee by the Municipality or its Engineer respecting the content of the Plans, including, without restricting the generality of the foregoing whether the Plans are suitable for the intended purpose or whether the Plans comply with any required federal, provincial or municipal legislation or regulation, Design Standards, or engineering practices.

3. CONSTRUCTION AND INSTALLATION OF DEVELOPER IMPROVEMENTS

- 3.1 All of the Developer Improvements shall be constructed and installed in a good and workmanlike manner, in strict conformance with the Plans, with proper and accepted engineering and construction practices, in accordance with the terms of this Agreement, the Design Standards, and the requirements of law applicable to the Developer Improvements and any other work undertaken pursuant to this Agreement.
- 3.2 Notwithstanding the foregoing, it is understood and agreed that the Developer may contract with third party service providers for the purposes of supplying, installing, owning and operating improvements, services or systems forming part of and including, without restriction, natural gas, electricity, telephone, cable and internet services. In such instances, the Plans applicable to such portions shall include copies of the Developer's contract for supply, installation, ownership and operation of such third party improvements, services or systems.

- 3.3 The Developer shall commence construction and installation of the Developer Improvements within twelve (12) months of the execution of this Agreement and shall complete the construction and installation of the Developer Improvements within twenty-four (24) months of the execution of this Agreement.
- 3.4 In the event that the Developer has not commenced construction of the Developer Improvements within the time limits required above, the Municipality shall be entitled to terminate this Agreement and the Developer shall not be entitled to commence construction of the Developer Improvements for the Development Area unless and until a further written agreement is entered into between the Developer and the Municipality.
- 3.5 The Developer shall construct and install temporary or emergency accesses, as the Municipality deems necessary, satisfactory to the Municipality and the Developer hereby grants to the Municipality an easement across the required land for the period in which the temporary access is required.
- 3.6 At all times during the construction and installation of the Developer Improvements and during all work by the Developer or its agents related thereto:
- (a) The Municipality shall have free and immediate access to all records of or available to the Developer and the Developer's engineer or consultant relating to the performance of the work, including, but without limiting the generality of the foregoing, all design, inspection, material testing and "as constructed" records.
 - (b) The Municipality may:
 - (i) exercise such inspection of the performance of the work as the Municipality may deem necessary and advisable to ensure to the Municipality the full and proper compliance by the Developer with the Developer's undertakings to the Municipality, and to ensure the proper performance of the work;
 - (ii) reject any design, material or work which is not in accordance with the approved Plans, applicable Design Standards or accepted engineering and construction practices;
 - (iii) order that any unsatisfactory work be re-executed at the Developer's cost;
 - (iv) order the re-execution of any unsatisfactory design and the replacement of any unsatisfactory material, at the Developer's cost;
 - (v) order that the Developer retain and bring on the job and use additional labour, machinery and equipment, at the Developer's cost, as the Municipality deems reasonably necessary to the proper performance of the work;
 - (vi) order that the performance of the work or part thereof be stopped until the said orders can be obeyed;
 - (vii) order the testing of any materials to be incorporated in the work and the testing of any Developer Improvements;
- and the Developer, at its own cost and expense, shall comply with the said orders and requirements of the Municipality.
- 3.7 The Municipality shall have no obligation or duty to exercise any of the Municipality's powers of inspection nor any obligation or duty to discover or advise the Developer of any deficiencies in construction or workmanship during the course of the construction and installation of the Developer Improvements.
- 3.8 The Developer shall, during the course of the construction and installation of the Developer Improvements, provide and maintain adequate inspection services, supervised by a professional engineer.

- 3.9 Upon the completion of the work by the Developer, and prior to the issuance of Construction Completion Certificates for the Developer Improvements, the Developer's Consultant shall submit to the Municipality a statement under his professional seal certifying that the Developer's Consultant has provided adequate periodic inspection services during the course of the work and that the Developer's Consultant is satisfied that the work has been completed in a good and workmanlike manner in accordance with the Plans; the accepted engineering and construction practices, and the Design Standards.
- 3.10 The Developer shall take effective measures to reasonably control dust and dirt in and around the Development Area caused by the construction or installation of the Developer Improvements.
- 3.11 The Developer covenants and agrees as follows:
- (a) to undertake and complete to the satisfaction of the Municipality such work as may be necessary to ensure that the Development Area has positive drainage away from any building to the gutter, ditch or drainage channels and that there will be no unacceptable ponding of water within any of the lots within the Development Area;
 - (b) the Developer shall at its own expense be solely responsible for all costs and expenses relating to the installation, to the Municipality's satisfaction, of electric power, natural gas and telephone service to the Development Area and within the streets adjoining the Development or the lots to be created in the Development Area; and
 - (c) that not less than fourteen (14) days prior to the date that the Developer intends to enter upon any Public Property (except in the case of emergency repair work) the Developer shall provide detailed written proposals for the work to be done within any such property, for approval by the Municipality and to the satisfaction of the Municipality, and no such work shall be commenced prior to the Developer obtaining the written consent of the Municipality to enter upon such Public Properties and complete the work, and the Developer shall indemnify and save harmless the Municipality from and against all losses, costs, claims, suits or demands of any nature (including all legal costs and disbursements on a solicitor and client basis) which may arise by reason of the performance of work by the Developer.

4. COMPLETION OF DEVELOPER IMPROVEMENTS

- 4.1 The Municipality and the Developer agree that no Developer Improvement shall be considered complete unless and until:
- (a) the Developer Improvements have been fully constructed and installed in accordance with the approved Plans;
 - (b) the Developer Improvements have been constructed and installed in accordance with the Design Standards and accepted engineering and construction practices;
 - (c) all testing has been completed and the results have been approved by the Municipality;
 - (d) all easements, utility rights-of-way and restrictive covenants have been registered in a form acceptable to the Municipality;
 - (e) all public properties which have been disturbed or damaged have been fully restored by the Developer; and
 - (f) the Developer Improvements are, in the Municipality's sole discretion, suitable for the purpose intended in accordance with the approved Plans

- 4.2 When the Developer claims that each of the Developer Improvements for the Development Area has been constructed and installed in accordance with the requirements of this Agreement, then the Developer shall give notice in writing of such claimed completion to the Municipality.
- 4.3 Within sixty (60) days of receipt of such claim of completion, the Municipality shall undertake an inspection of the Developer Improvements and the Municipality will notify the Developer in writing of its acceptance (by the issuance of a Construction Completion Certificate) or rejection of the Developer Improvements so completed, together with all reasons for rejection, in writing.
- 4.4 Notwithstanding the preceding paragraph, the Municipality may give notice to the Developer of the Municipality's inability to conduct an inspection within the said sixty (60) days due to adverse site or weather conditions, and in such an event the time limit for such an inspection shall be extended until no later than sixty (60) days following the elimination of such adverse site or weather conditions.
- 4.5 In the event that an inspection reveals any deficiencies (ordinary wear and tear excepted) in relation to a particular Developer Improvement, the Municipality may refuse to issue a Construction Completion Certificate for the Developer Improvement and require the Developer to repair or replace the whole or any portion of any such Developer Improvement provided that upon completion of the repairs or replacement required to correct any such deficiencies, the Developer may request a further inspection and issuance of a Construction Completion Certificate.

5. UTILITY EASEMENTS AND OTHER INSTRUMENTS

- 5.1 Prior to commencing construction and installation of the Developer Improvements within or adjacent to the Development Area, the Developer shall grant to the Municipality or other service provider such road allowances, public utility lots, easements, rights-of-way, restrictive covenants or other instruments, as may be applicable, adequate for the construction and installation of Developer Improvements, any municipal infrastructure and services, natural gas, power, and telephone service. The Developer shall provide proof of the registration satisfactory to the Municipality prior to any development of the Development Area.
- 5.2 The Developer agrees that the easements and utility rights-of-way shall be in a form acceptable to the Municipality and shall be a first charge (excepting other easements and utility rights-of-way) and that the Developer shall obtain and register postponements of all liens, charges and encumbrances in favour of the easements.
- 5.3 Such easements or utility rights-of-way shall provide that the Municipality shall have the right to either:
- (a) assign all or any parts of the rights thereby granted to operators of the respective utilities; or
 - (b) grant permits or licenses to install, repair and replace gas, power and telephone lines, and all drainage systems.

6. OVERSIZING AND SHARING OF SERVICING COSTS

- 6.1 The Developer recognizes and agrees that the Development within the Development Area will benefit from the oversizing or construction of Municipal Improvements that have been or will be constructed by the Municipality and/or parties other than the Developer in areas adjacent to the Development Area and other benefiting areas. The Developer agrees that it shall bear and pay its proportionate share of such other Municipal Improvements as determined in the discretion of the Municipality in the amount provided within Schedule "E" attached to this Agreement. The Developer shall provide proof of payment satisfactory to the Municipality as a condition of the development permit and in any event prior to the commencement of construction upon the Development Area.
- 6.2 The Developer, in constructing the Municipal Improvements as contemplated herein, shall bear the costs of oversizing and extending Municipal Improvements designed and installed to accommodate future developments on land adjacent to the Development Area and other benefiting areas, and shall design,

construct and install the Municipal Improvements so that such future developments can utilize or benefit from such oversizing or extensions. The Municipality's requirements for oversizing shall be evidenced within the additional provisions contained within Schedule "D" attached to this Agreement, within the Design Standards, or otherwise required to be shown within the Developer's Plans at the time of the Municipality's review and approval.

- 6.3 The costs of the oversizing or extensions contemplated in Section 8.2 shall be shared costs and the Municipality and the Developer acknowledge that the Developer shall be entitled to recover such shared costs in accordance with any applicable provisions contained in Schedule "D" attached to this Agreement. The method of calculating the proportionate shares of such shared costs shall be determined solely by the Municipality in accordance with good engineering and construction practices, in accordance with the provisions of any relevant bylaws of the Municipality, in accordance with any agreements which the Municipality has entered into, or may enter into, with contractors, other developers or other persons in respect to the construction of such Municipal Improvements, and where deemed appropriate by the Municipality taking into account the expended useful life span of the oversized/shared Municipal Improvements.
- 6.4 The Municipality shall not be responsible for payment of any portion of the shared costs, except as may be specifically provided elsewhere in this Agreement, or except in respect to lands owned or acquired by the Municipality, but the Municipality shall use reasonable efforts to give such assistance to the Developer as it can legally give and endeavours to assist in the recovery of shared costs by making it a term of any Development Agreement between the Municipality and owners of any future benefiting developments that such owners pay their proportionate share of such shared costs to the Developer and by requiring payment of the same by such owners as a condition of the use of the Municipal Improvements or as a condition of the approval of any development or subdivision applications.

7. LEVIES AND FEES

- 7.1 The Developer agrees that the Development Area will benefit from new or expanded off-site water, sanitary sewer, roadway and storm drainage facilities that will be utilized to provide municipal services to the Development Area, and accordingly, the Developer covenants and agrees to pay to the Municipality off-site levies if and when established by the Municipality. Unless otherwise specifically provided within Schedule "E" attached to this Agreement, off site levies (or other subdivision or development charges) payable by the Developer shall be calculated and paid upon submission for issuance of the development permit for the Development Area and in any event prior to the commence of construction upon the Development Area.
- 7.2 The Developer covenants and agrees that the off-site levies currently established by the Municipality and payable by the Developer to the Municipality are the amounts specified in Schedule "E" of this Agreement. Unless otherwise required by the applicable bylaw, or otherwise already apportioned and applied within Schedule "E" to the lands contained within the Development Area, the Municipality shall distribute any off-site levies specified in Schedule "E" which are shown or levied on the basis of gross hectares in the manner the Municipality considers equitable amongst the parcels within the Development Area (excluding any lands to be owned by the Municipality) so that a specified amount shall be attributed to each parcel within the Development Area.
- 7.3 The Developer acknowledges that in the event that at the time of execution of this Agreement the Municipality does not impose off site levies (or other subdivision or development charges), the Municipality may in the future impose such levies or charges in accordance with a bylaw of general application which shall establish the various levies or charges applicable to similar developments within the Municipality.
- 7.4 The Developer acknowledges that the Municipality will incur costs and expenses in the checking of the Plans for the Municipal Improvements, as well as costs and expenses for the testing and inspection of the Municipal Improvements, which costs and expenses are properly part of the costs of constructing and installing the Municipal Improvements and should properly be borne by the Developer. The Municipality and the Developer agree that unless otherwise required by any applicable fees bylaw or any other bylaw of general application, or unless otherwise stipulated within Schedule "E", upon the execution of this

Agreement the Developer shall pay to the Municipality approval and inspection fees as per the fees established from time to time by the Municipality. Such fees may be applied on a flat rate basis or for each hectare within the gross area of the Development Area, or applied on the rate and/or basis required by any applicable fee bylaw or other applicable bylaw of general application, as set forth in Schedule "E", and failing those as may be established from time to time by the Municipality.

8. AMOUNTS PAYABLE UNDER THIS AGREEMENT

8.1 The Developer acknowledges and agrees that the Municipality and the Developer are properly and legally entitled to make provision in this Agreement, for the purposes specified herein, for the payment by the Developer to the Municipality of the various sums prescribed in this Agreement, and further, the Developer acknowledges and agrees that the Agreement by the Developer to pay the said sums is an inducement offered by the Developer to the Municipality to enter into this Agreement.

8.2 The Developer for itself and its successors and assigns hereby releases and forever discharges the Municipality from all actions, claims, demands, suits and proceedings of any nature or kind whatsoever which the Developer has, or may hereinafter have, if any, against the Municipality in respect to any right or claim, if any, for the refund or repayment of any sums paid by the Developer to the Municipality pursuant to this Agreement.

9. DEFAULT BY THE DEVELOPER

9.1 In the event that the Municipality claims that the Developer is in default in the observance and performance of any of the terms, covenants or conditions of this Agreement, the Municipality may give the Developer thirty(30) days' notice in writing of such claimed default and requiring the Developer to rectify same within the said period of thirty (30) days. Without limiting in any way the rights and remedies available to the Municipality pursuant to this agreement, statute, or otherwise, upon a failure by the Developer to rectify a default the Municipality shall have the option, but not any obligation, to perform the Developer's obligations in default without further notice and at the Developer's sole cost and expense. The Developer shall reimburse the Municipality for all such costs incurred by the Municipality immediately upon demand.

9.2 Notwithstanding the foregoing, in the event that the Municipality, in its discretion, considers a situation to be an emergency it may undertake or cause to be done any immediate work in connection with the construction, installation or repair of the Developer Improvements. The Developer shall reimburse the Municipality for all such costs incurred by the Municipality immediately upon demand.

9.3 The Developer agrees that the Municipality shall, for purposes of undertaking any emergency work or work to rectify a default, have free and uninterrupted access to all portions of the Development Area and any other areas under the control of the Developer and that the Municipality shall not be hindered nor restricted in any manner whatsoever in obtaining or exercising such right of access.

9.4 The Municipality and the Developer agree that any rights and remedies available to the Municipality whether specified in this Agreement or otherwise available at law, are cumulative and not alternative and the Municipality shall be entitled to enforce any right or remedy in any manner the Municipality deems appropriate in its discretion without prejudicing or waiving any other right or remedy otherwise available to the Municipality.

10. ARBITRATION

10.1 Subject to any other provisions of this Agreement to the contrary, if any dispute or difference between the Parties shall arise under this Agreement, either party may give to the other notice of such dispute or difference and refer such dispute or difference to arbitration in accordance with the provisions of this Agreement.

10.2 Arbitration hereunder shall be by a reference to an independent person to be selected jointly by the Municipality and the Developer, and his decision shall be final and binding. In the event that the

Municipality and the Developer shall fail to agree on an arbitrator within forty-eight (48) hours of either party giving to the other party notice of a dispute or difference pursuant to Section 11.1 hereof, then an application shall be made to a Justice of the Court of Queen's Bench of Alberta to select the arbitrator.

- 10.3 All charges, fees and expenses of the arbitrator shall be borne and paid by the Municipality or the Developer, or proportionately by both the Municipality and the Developer, depending upon their respective fault as found by the arbitrator.
- 10.4 Nothing in this Agreement shall authorize any reference to arbitration as to any matter or question which under this Agreement is expressly or by implication required or permitted to be decided by the Municipality, the Committee of the Whole or the Council of the Municipality or as to the grounds upon which, or the mode in which, any opinion may have been formed or discretion exercised by the Municipality, the Committee of the Whole or the Council of the Municipality. In any such instance the discretion, decision, opinion or determination of the Municipality, the Committee of the Whole or the Council of the Municipality, as the case may be, shall be final and binding upon the Developer.

11. INDEMNITY AND SECURITY

- 11.1 The Developer shall indemnify and save harmless the Municipality from any and all losses, costs (including, without restriction, all legal costs on a solicitor and his own client full indemnity basis), damages, actions, causes of action, suits, claims and demands resulting from anything done or omitted to be done by the Developer in pursuance or purported pursuance of this Agreement.
- 11.2 The Developer covenants and agrees that it shall carry comprehensive liability insurance in the amount of \$2,000,000.00, which insurance shall name the Municipality as an additional insured (as its interest may appear, including with respect to any and all operations by the Developer or its contractors upon or affecting property owned by, or under the care, control and management of, the Municipality) and require that the Municipality shall receive Thirty (30) days notice of change or cancellation.
- 11.3 Upon execution of this Agreement and in any event, prior to the commencement of construction of the Developer Improvements, the Developer shall deliver and deposit with the Municipality security in the form of an irrevocable letter of credit issued by a chartered bank or the ATB in an amount equal to One Hundred Percent (100%) of the estimated costs of constructing and installing all of the Developer Improvements and the letter of credit shall be in terms and form acceptable to the Municipality's solicitor.
- 11.4 For purposes of Section 11.3, the estimated cost for the Developer Improvements shall be determined as follows:
- (a) if known at the time this Agreement is executed, as set out in Schedule "F" of this Agreement;
 - (b) if unknown at the time this Agreement is executed, where actual tendered costs are available the tendered costs shall be used;
 - (c) where actual tendered costs are not available, the Developer's Consultant shall prepare cost estimates which shall be submitted to the Municipality for approval together with all applicable background documentation, and if approved by the Municipality, such cost estimates shall be used; and
 - (d) where actual tendered costs are not available and the Developer or the Developer's Consultant has not provided estimates for the Municipality to approve, the Municipality may establish estimated costs in its sole discretion for the purposes of establishing the required security.
- 11.5 Any irrevocable letter of credit provided as security by the Developer shall contain terms that provide for either:

- (a) a covenant by the issuer that if the issuer has not received a release from the Municipality sixty (60) days prior to the expiry date of the security, then the security shall automatically be renewed, upon the same terms and conditions, for a further period of one (1) year; or
- (b) a right on the part of the Municipality to draw upon the full amount of the Irrevocable Letter of Credit, or any portion thereof, in the event that the Municipality has not received a replacement letter, or confirmation of an extension or renewal of the existing letter, at least sixty (60) days prior to the expiry of the security.

11.6 In regards to security provided under this Agreement, the following terms and conditions shall apply:

- (a) any irrevocable letter of credit, or cash security deposit (where an irrevocable letter of credit has been called upon) or other security required or otherwise provided by the Developer to the Municipality pursuant to this Agreement is hereby assigned and pledged to the Municipality as security for the performance of the Developer's obligations as contemplated herein (such assignment and pledge to be perfected by possession and/or registration);
- (b) the Developer acknowledges having received a copy of this Agreement, and the security terms contemplated herein, and waives any right it may have to receive a copy of any Financing Statement or Financing Charge Statement in relation hereto; and
- (c) notwithstanding any other provision of this Agreement and further, without prejudice to any other right or remedy of the Municipality, the obligation of the Municipality or its solicitor to release any security deposit funds held by it under or in connection with this Agreement (including, without restriction, any cash deposit) is subject to the Municipality's right to deduct or set off any amount which may be due by the Developer to the Municipality or the amount of any claim by the Municipality against the Developer under this Agreement (including, without limitation, the amount of any liquidated damages). Without limitation, if the Developer is in breach or default of any provision of this Agreement or of any provision of any contract with any project manager(s), subcontractor or supplier, and, after receiving notice thereof, the Developer does not promptly remedy such default or breach or commence and diligently prosecute the remedy of such breach or default, the Municipality may (but shall not be obligated to) take any measures it considers reasonably necessary to remedy such default or breach and any costs or liabilities incurred by the Municipality in respect thereof may be deducted from or set off against any amount(s) to be paid or released to the Developer under this Agreement. This provision shall survive the termination of this Agreement for any reason whatsoever.

11.7 In the event that the irrevocable letter of credit shall expire prior to the date for release of the security under this Agreement, and the Developer has failed to provide a replacement or letter of credit or evidence of renewal satisfactory to the Municipality not less than thirty (30) days prior to that expiration date, the Municipality may draw upon all or any portion of the security and hold or apply the proceeds in the same manner as a cash security deposit. In the event that the Municipality negotiates or calls upon the security the Municipality may, at its option and discretion, use any funds thereby obtained in any manner the Municipality deems fit to discharge the obligations of the Developer pursuant to this Agreement.

11.8 The Municipality and the Developer agree that any amounts of money presently or hereafter owing by the Developer to the Municipality pursuant to the provisions of this Agreement, whether by way of a liquidated or unliquidated claim, and howsoever arising, shall be a first financial charge and encumbrance against the lands described in Schedule "A" of this Agreement, the Developer does hereby mortgage, charge and encumber the said lands as security for the payment or performance of the Developer's obligations within this Agreement, and further, that the Municipality shall be entitled to recover any such monies owing, together with all costs on a solicitor and client basis, by enforcing the charge and encumbrance against the lands described in Schedule "A" of this Agreement.

11.9 It is understood and agreed by the Developer that the Developer shall, during the currency of this Agreement maintain in full force and effect all security and liability insurance prescribed herein.

11.10 Any security or insurance herein required to be deposited by the Developer may be required to be increased or decreased by the Municipality upon written notice to the Developer at any time during the currency of this Agreement if it shall appear to the Municipality in its discretion that the security or insurance deposited is insufficient or excessive in relation to the costs or protection to the Municipality, for which security or insurance has been provided. Without limiting the generality of the foregoing the Municipality may require an increase in security if the Developer has failed to comply with the construction timetable approved under Section 2.1, or if the Developer has been issued a notice of default under Section 9.

11.11 The amount of security to be provided by the Developer to the Municipality may be reduced, in the sole and absolute discretion of the Municipality, upon the issuance of a Completion Construction Certificate for all or a portion of the Developer Improvements however the full amount of security will not be released to the Developer until such time that paragraph 13.1 of this Agreement has been satisfied.

11.12 In the event that the Municipality is of the opinion that:

- (a) a default by the Developer has not been rectified by the Developer in accordance with the provisions of this Agreement.
- (b) a default by the Developer has been rectified by the Municipality in accordance with the provisions of this Agreement and the Developer has failed to pay the costs and expenses of such rectification within Thirty (30) days after receipt from the Municipality of an account therefore;
- (c) emergency repair work has been done to Developer Improvements by the Municipality in accordance with the provisions of this Agreement and the Developer fails to pay the costs and expenses of such repair work within Thirty (30) days after receipt from the Municipality of an account therefore;
- (d) the Developer by any act or omission is in default of any term, condition or covenant of this Agreement; or
- (e) the security to be provided by the Developer to the Municipality pursuant to this Agreement is due to expire within a period of Sixty (60) days and the Developer has not deposited with the Municipality a renewal or replacement of such security in terms and form acceptable to the Municipality's solicitors;

the Municipality may invoke the provisions of this Section, and make demands as payee and beneficiary under the security provided by the Developer to the Municipality pursuant to the requirements of this Agreement.

11.13 The security requirement contained within and provided by the Developer is without prejudice to the Developer's responsibility under this Agreement. Nothing shall prevent the Municipality from demanding payment or performance by the Developer in excess of the required security, and without having to call upon or otherwise exhaust its remedies in respect of the required security prior to making such demand.

12. DELIVERY OF DOCUMENTS TO MUNICIPALITY

12.1 The Developer shall, within six (6) months following issuance of the Construction Completion Certificate, deliver to the Municipality all inspection and testing records and "as built" Plans and records, in a form and to standards specified by the Municipality which may include paper form, reproducible nylon, video tapes, computer records or design, or any other form required by the Municipality.

13. COMPLIANCE WITH LAW

13.1 The Developer shall, at all times during the construction, installation, maintenance, repair and/or replacement of the Developer Improvements, comply fully with all terms, conditions, provisions, covenants and details relating to this Agreement, including as may be set out in the Plans as approved by the Municipality, as may

agrees that the Developer shall be fully responsible to the Municipality for the performance by the Developer of all the Developer's obligations as set forth in this Agreement. The Developer further acknowledges, understands and agrees that the Municipality shall not be obligated in any circumstances whatsoever to commence or prosecute any claim, demand, action or remedy whatsoever against any person with whom the Developer may contract for the performance of the Developer's obligations.

- 14.8 This Agreement shall not be assignable by the Developer without the express written approval of the Municipality. Such approval shall be subject to Section 14.9 and may be withheld by the Municipality in its discretion.
- 14.9 It is understood between the Municipality and the Developer that no assignment of this Agreement by the Developer shall be permitted by the Municipality unless and until:
- (a) the proposed assignee enters into a further agreement with the Municipality whereby such assignee undertakes to assume and perform all of the obligations and responsibilities of the Developer as set forth in this Agreement; and
 - (b) the proposed assignee has deposited with the Municipality all insurance and security as required by the terms of this Agreement.
- 14.10 Time shall in all respects be of the essence in this Agreement.
- 14.11 The Developer shall be responsible for and within thirty (30) days of the presentation of an account, pay to the Municipality all legal and engineering costs, fees, expenses and disbursements incurred by the Municipality through its solicitors and engineers for all services rendered in connection with the preparation, fulfillment, execution and enforcement of this Agreement.
- 14.12 In the event that either party is rendered unable wholly, or in part, by force majeure to carry out its obligations under this Agreement, other than its obligations to make payments of money due hereunder, such party shall give written notice to the other party stating full particulars of such force majeure. The obligation of the party giving such notice shall be suspended during the duration of the delay resulting from such force majeure, to a maximum of one hundred and eighty (180) days. The term "force majeure" shall mean acts of God, strikes, lockouts or other industrial disturbances of a general nature affecting an industry critical to the performance of the Work, acts of the Queen's enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, inability with reasonable diligence to obtain materials and any other cause not within the control of the party claiming a suspension, which, by the exercise of due diligence, such party shall not have been able to avoid or overcome; provided however, the term "force majeure" does not include a lack of financial resources or available funds or similar financial predicament or economic circumstances or any other event, the occurrence or existence of which is due to the financial inability of a party to pay any amount that a prudent and financially sound entity in similar circumstances would reasonably be expected to pay to avoid or discontinue such event.

15. EXECUTION OF AGREEMENT

15.1 The Developer hereby acknowledges that it is hereby executing this Agreement having been given the full opportunity to review the same and seek proper and independent legal advice and that the Developer is executing this Agreement freely and voluntarily and of its own accord without any duress or coercion whatsoever and that the Developer is fully aware of the terms, conditions and covenants contained herein and the legal effects thereof.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals, duly attested by the hands of their respective proper officers in that behalf, as of the day and year first above written.

TOWN OF BON ACCORD

Per: _____
Mayor

(c/s)

Per: _____
Chief Administrative Officer

1678462 ALBERTA LTD.

Per: _____

(c/s)

Per: _____

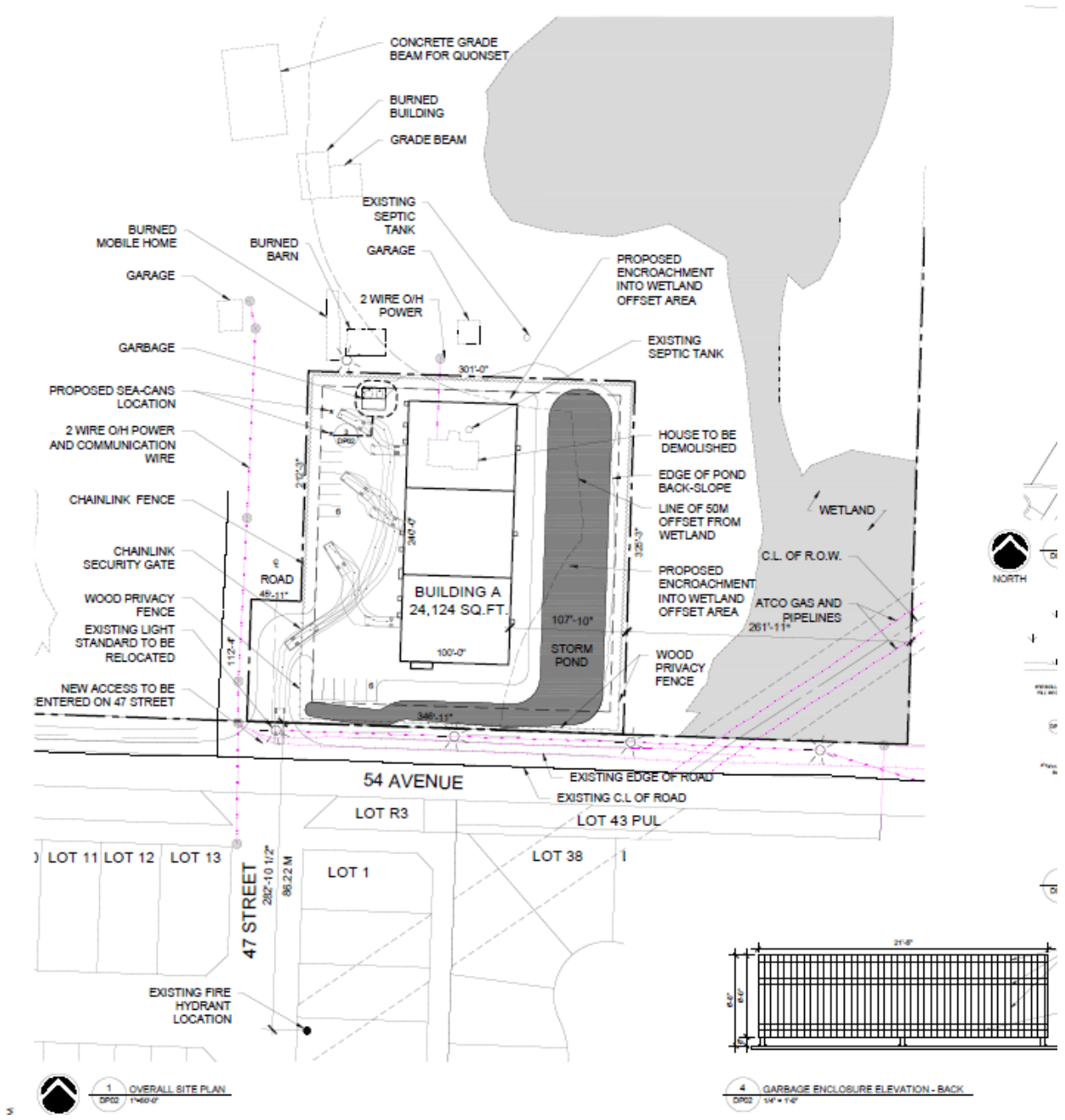
SCHEDULE "A" - LEGAL DESCRIPTION OF LANDS

MERIDIAN 4 RANGE 23 TOWNSHIP 56
SECTION 18

THE MOST WESTERLY 411 METRES IN PERPENDICULAR
WIDTH THROUGHOUT OF THE NORTH EAST QUARTER
CONTAINING 33.04 HECTARES (81.64 ACRES), MORE OR LESS
EXCEPTING THEREOUT:

(A) 0.413 HECTARES (1.02 ACRES), MORE OR LESS AS SHOWN
ON ROAD PLAN 870CL
EXCEPTING THEREOUT ALL MINES AND MINERALS

SCHEDULE "B" - THE DEVELOPMENT AREA



SCHEDULE "C" - DEVELOPER IMPROVEMENTS

A. Developer Improvements

The Developer Improvements approved pursuant to the Development Permit and as contemplated in this Agreement are as follows:

1. **Storm Water Pond** – Construction of the storm water plan as approved by the Development Permit and as shown on Schedule “B” to this Agreement and any and all other infrastructure or appurtenances incidental or necessary in relation thereto for the connection to and to ensure continuous and safe supply and flow of such services within the Development Area.
2. **Sanitary Sewer** – Construction of the temporary onsite sanitary sewer as approved by the Development Permit and as shown on Schedule “B” to this Agreement and any and all other infrastructure or appurtenances incidental or necessary in relation thereto for the connection to and to ensure continuous and safe supply of such services within the Development Area.
3. **Landscaping** – All landscaping within the Development Area as shown on Schedule “C” attached to the Development Permit.
4. **Roadway Entrance** – Construction and installation of all vehicle entrances and driveways, and associated curb cuts, gutters, ditch, culverts and road improvements (as applicable), including but not limited to subgrade, base gravel and base asphalt, sidewalks and sub-grade, base and asphaltic pavement, and all surface asphalt, necessary to provide access to the Development Area, in accordance with the Municipality’s Design Standards.
5. **General Services & Improvements** – The restoration of all Public Properties which are disturbed or damaged in the course of the Developer's work; installation of all traffic signs, street signs, development identification signs, zoning signs, municipal addressing signs, and directional signs, berming and noise attenuation devices; and such uniform fencing, (noise attenuation, or screen) either permanent or temporary as approved by the Development Permit and as shown on Schedule “B” to this Agreement.
6. **Third Party Services** – Either construct and install itself, or contract for service through a third party utility service provider satisfactory to the Municipality:
 - (a) Electricity;
 - (b) Natural Gas; and
 - (c) Telecommunication services

in accordance with all applicable laws, regulations, codes or bylaws, to be provided in a location and to a standard to be approved by the appropriate service provider and the Municipality as contemplated within the Plans, and otherwise as and where required to safeguard and ensure the continuous and safe supply of such services for the Development Area.

7. **Off-Street Parking, Loading and Unloading Facilities** –
 - (a) Off-Street Parking – the Developer shall provide the necessary parking stalls in accordance with the approved site plan and the Municipality’s Land Use Bylaw;
 - (b) Driveway/Road Access – driveway and road access within the Development Area shall be as indicated in the approved site plan;
 - (c) Lighting – appropriate lighting of all off-street parking and loading/unloading facilities as indicated in the approved site plan;

- (d) Loading/Unloading – loading and unloading facilities consisting of:
 - (i) designated loading and unloading areas within the Development Area; and
 - (ii) designated garbage storage, loading and unloading area, enclosed and contained within a fenced area screened from the adjacent properties and public thoroughfares, and containing weatherproof and animal proof containers;

in accordance with the approved site plan;

all in accordance with all applicable laws, regulations, codes or bylaws, the Municipality's Design Standards and the Plans, as and where required by the Municipality and sufficient to safeguard and ensure the continuous and safe supply of such services for the Development Area.

SCHEDULE "D" - ADDITIONAL PROVISIONS

In addition to the terms, covenants and conditions contained within this Agreement, the Developer shall be responsible for the satisfaction of the following additional conditions:

1. **Dust Suppression** - In addition to paragraph 3.10, the Developer shall, at its sole cost and expense, apply dust suppression materials on 54th Avenue during demolition of the site and the construction of the entire project approved pursuant to the Development Permit so that dust and dirt originating therein shall not cause annoyance or become a nuisance to property owners and others within or adjacent to the Development Area.
2. In the event the Municipality deems there are dust or dirt problems, the Municipality shall attempt to notify the Developer or the Developer's Consultant of the problem in writing or by telephone in accordance with the notice provision at Section 14.4 of this Agreement. The Developer shall rectify the problem within seventy-two (72) hours of the notice by taking effective measures to control the dust or dirt problem. The seventy-two (72) hours' notice may be waived or shortened by the Municipality:
 - (a) in an emergency (as deemed by the Municipality);
 - (b) if the Municipality is not able to contact the Developer or its Consultant; or
 - (c) if the Developer, by its conduct or statements, leaves the Municipality with the impression that it will not perform the necessary work within the required time frame.
3. The Developer understands and agrees that the Municipality may take effective measures to control the dust and dirt problem after expiry of the notification period, or if the notice is waived or reduced. Any such measures undertaken pursuant to this Section shall be at the expense of the Developer and the Municipality shall notify the Developer within seventy-two (72) hours of the action taken by the Municipality.
4. **Demolition** - Prior to demolishing the subject site, the Developer shall provide the Municipality with a signed declaration indicating that all utility services within the site and/or the building have been disconnected to the satisfaction of the utility service providers. Further, the Developer covenants and agrees that the site shall be fully demolished on or before October 31, 2020 in accordance with the plans submitted with the Development Permit and approved by the Municipality on June 2, 2020. (Developer granted a 14-day extension to November 14, 2020 to have site fully demolished, approved by the Municipality on November 2, 2020).
5. **Oversizing and Offsite Levies** - The Developer acknowledges and agrees that, while the Development Permit does not require the Lands to connect to any municipal utility systems at this stage, the Lands will be required to connect to all municipal utility systems at the next stage of development upon the Lands, regardless of the extent of development. The Developer also acknowledges that while no oversized costs, levies, or fees are applicable in this particular instance, the Developer agrees that future development may trigger same and that the inapplicability here is not meant to indicate the Lands will never be subject to any oversized costs, levies or fees in the future.

SCHEDULE "E" - OVERSIZE COSTS AND FEES

A. Developer Contributions and/or Off-site Levies

1. The Developer shall pay the following as servicing contributions and/or off-site levies, pursuant to the provisions of this Agreement and Sections 650 or 655 of the MGA:

N/A

2. Payment – the Developer shall pay the amounts described in this Schedule as and when required within Sections 7 or 8 of this Agreement.

B. Approval & Inspection Fees

1. Fees and Calculation – the approval and inspection fees currently due and payable by the Developer pursuant to Section 8 of this Agreement are as follows:

2. Payment – the Developer shall pay the approval and inspection fees applicable to the lands contained within the Development Area as and when required within Section 8 of this Agreement.

SCHEDULE "F" - SECURITY

1. For purposes of calculating, the security required to be deposited by the Developer the cost estimates for the construction and installation of the Municipal Improvements are as follows:

Developer Improvements

<i>On-site Storm Water Pond</i>	\$
<i>On-site Sanitary Sewer</i>	\$
<i>Fencing and Landscaping</i>	\$
<i>Developer Improvements Subtotal</i>	\$

<i>Shallow Bury</i>	
<i>Utilities Subtotal</i>	\$

Total Value of all Developer Improvements & Services	\$
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Total Value of Security required for Developer Improvements (100% of the total)	\$
--	----

Total Value of Other Security Required	\$
---	----

Total Value of Security Required	\$
----------------------------------	----

2. In the event that any of the costs for the construction and installation of the Developer Improvements for the Development Area, as set out above, are estimates, and in the further event that actual tendered costs become available prior to the Developer commencing the construction and installation of the Developer Improvements, then the estimated costs set out above shall be adjusted in accordance with the security provisions of this Agreement.

SCHEDULE "G" - INAPPLICABLE PROVISIONS

The Parties agree that the following terms, covenants and conditions contained within this Agreement shall not apply:

1. **Article 6** – OVERSIZING AND SHARING OF SERVICING COSTS
2. **Article 7** – LEVIES AND FEES
3. **Paragraph 11.2** - The Developer covenants and agrees that it shall carry comprehensive liability insurance in the amount of \$2,000,000.00, which insurance shall name the Municipality as an additional insured (as its interest may appear, including with respect to any and all operations by the Developer or its contractors upon or affecting property owned by, or under the care, control and management of, the Municipality) and require that the Municipality shall receive Thirty (30) days' notice of change or cancellation.
4. **Schedule "E"** – OVERSIZE COSTS AND FEES

TOWN OF BON ACCORD

Request for Decision (RFD)

MEETING: Regular Council Meeting
MEETING DATE: Jan 19, 2021
AGENDA ITEM: Public Question and Answer Agenda Item

RECOMMENDATION:

THAT.... Council moves to direct administration to remove the Public Question and Answer section from the agenda of formal Council Meetings.

BACKGROUND:

At the regular meeting of Council Oct 20, 2020 administration was directed to bring more information back to the next meeting regarding public forums.

At the regular meeting of Council Dec 5, 2017, the following resolution was made:

Public Question & Answer

COUNCILLOR BIDNEY MOVED THAT the Public Question & Answer portion from the agenda. Friendly amendment made by MAYOR HUTTON THAT Council directs administration to remove the Public Question & Answer portion from the agenda.

CARRIED RESOLUTION 17-260

In Favour: Mayor Hutton, Deputy Mayor MacArthur, Councillor Bidney, Councillor Holden

Opposed: Councillor May

Administration has again done a survey of surrounding municipalities processes regarding allowing public forums during a formal Council meeting.

Town of Redwater – Delegation request form is completed the week prior to the Council meeting allowing a person to address Council.

Town of Gibbons – Requests to appear before Council must be made in writing two weeks before the Council meeting and must include all relevant documents. All requests are reviewed by the CAO's office prior to an appointment confirmation.

Town of Morinville – A Delegation/ Public presentation request form is completed prior to confirmation of appointment.

This information is readily available on their websites for review.

As a further example, if a resident request's a delegation to speak to Council regarding a parking space at a facility that does not belong to the Town, they will be directed to speak with the owner's of the property of the request and declined a delegation with the Council.

One municipality surveyed, does allow for public forums during a formal meeting of Council.

Parkland County – Allows a public input session during a Council meeting with the disclaimer that the Public Input session is not a question and answer period. If there is a specific question that needs to be addressed the contact information of the presenter is requested at the end of the session so the appropriate person/people may respond to the question.

At the regular meeting of Council Nov 3, 2020 the following resolution was made:

Return of Community Forum in Council Meetings

Deputy Mayor May and Councillor Laing requested a recorded vote.

DEPUTY MAYOR MAY MOVED THAT Council directs Administration to allow question and answer periods, in Chambers during formal Council meetings, and any unanswered questions will be responded to within 72 hours by Administration or Council.

In favor: Mayor Hutton, Deputy Mayor May, Councillor Holden, Councillor Bidney, Councillor Laing

Opposed: None

CARRIED RESOLUTION 20-336

Dec 8, 2020 Regular Meeting of Council included an RFD for the draft Procedural Bylaw 2020-23 regarding the amendments required to accommodate Resolution 20-336 for the Community Forum in council meetings. That RFD included the following research.

The following information has been gathered from Municipal Inspection Reports from surrounding municipalities that have had similar experiences in the past with the concern of the public being allowed to speak at Council meetings. The changes that had been made by the Bon Accord Council in 2018 to only allow formal delegations to speak at Council meetings is what the recommended Procedural Bylaw changes are in these inspections. All ratepayers have the right to call, email or meet Council members outside of a formal Council meeting to discuss any concerns they may have. To have discussion items recorded in the minutes the item must be on the agenda and that is achieved by registering as a delegate. The right of the public to be present during council meetings is not intended to mean that the public can actively engage in council meeting discussions. Local governments follow a system of representative democracy where candidates are elected to represent the citizenry. This is different from participative democracy, or direct democracy, where all citizens are actively involved in all important decisions. To be clear, local governments in Alberta follow a system of representative democracy where citizens elect council members to represent them in making decisions.

It is clear in the municipal inspection reports that an update to the procedural bylaw was needed to ensure that council conduct and meeting decorum follows a consistent, orderly, respectful process; and that public participation during meetings be permitted as delegations to council only.

FINANCIAL IMPLICATIONS: N/A

LEGAL IMPLICATIONS: N/A

LEGISLATIVE HISTORY: N/A

ALTERNATIVES:

1. Council moves to direct administration to remove the Public Question and Answer section from the agenda of formal Council Meetings.
2. Council accepts this RFD as information with no further direction for administration.

Prepared and Submitted By:

Reviewed By: Joyce Pierce - CAO
Date: Jan 14, 2021

TOWN OF BON ACCORD
Request for Decision (RFD)

MEETING: Regular Meeting of Council
MEETING DATE: January 19, 2021
AGENDA ITEM: Information RE Tax Incentives

RECOMMENDATION:

.... **THAT** Council accepts the RFD regarding tax incentives as information.

BACKGROUND:

On June 28, 2019 The Municipal Government (Property Tax Incentives) Amendment Act received royal assent; this new legislation allowed municipalities the ability to offer property tax incentives to business and industry in an effort to attract increased economic development. The new legislation allows municipalities to pass a bylaw offering incentives to reduce, exempt, or defer the collection of property taxes for non-residential properties for up to 15 years, with the option for renewal. As well, the bylaw can establish criteria and an application process for the tax incentive, eliminating the requirement for a separate council resolution or bylaw for each separate property.

Administration researched surrounding municipalities for any existing tax incentive bylaws or policies and, of the respondents, found the following information:

Town of Redwater passed Bylaw 825 Municipal Property Tax Rebate Program on December 2014; eligible new construction and new residential construction may make an application for a tax rebate. Rebates are considered on a case-by-case basis, and taxes must be paid in full prior to application. Terms of the rebate calculation are not declared within the bylaw.

Town of Morinville has had a Non-Residential Tax Rebate policy in place (currently Policy CFS33/2020) since 2011 through application for a rebate of 50% of municipal taxes, approved by the CAO.

City of Fort Saskatchewan passed Bylaw C28-20 in December 2020 to provide tax incentive for non-residential and machinery & equipment development and/or expansion projects. The bylaw has specific eligibility for projects constructed within the Heartland area (projects must have a capital cost of more than \$50 million, provide employment for a minimum number of people, etc.). Incentive is through application with an application fee of \$5,000 and is calculated to be 2.5% of eligible capital costs (not exceeding this amount) for a single term of 10 years, with an 80% maximum exception on incremental increases over the term for each year.

Sturgeon County currently has no tax incentive bylaw but has two off-site levy bylaws and an off-site levy policy.

Town of Gibbons currently has no tax incentive bylaw.

FINANCIAL IMPLICATIONS: NA

LEGISLATIVE HISTORY: NA

ALTERNATIVES:

1. Council accepts the RFD regarding tax incentives as information.

Prepared and Submitted By: Falon Fayant

Reviewed By: Joyce Pierce

Date: January 13, 2020

**TOWN OF BON ACCORD
Request for Decision (RFD)**

MEETING: Regular Council Meeting

MEETING DATE: January 19, 2021

AGENDA ITEM: Procedural Bylaw # 2021-01

RECOMMENDATION:

THAT.... Council gives Procedural Bylaw # 2021-01 first reading, as presented.

BACKGROUND:

At the regular meeting of Council November 3, 2020,

DEPUTY MAYOR MAY MOVED THAT Council directs Administration to allow question and answer periods, in Chambers during formal Council meetings, and any unanswered questions will be responded to, within 72 hours, by Administration or Council. Carried Resolution #20-336

Due to this procedural change, Procedural Bylaw #2020-23 was presented to Council at the RMC December 15, 2020 but did not receive first reading:

COUNCILLOR HOLDEN MOVED THAT Council declines 1st reading of Procedural Bylaw #2020-23, and furthermore directs Administration to bring this Bylaw back to Council at a later date. In favor: Mayor Mosychuk, Councillor Bidney, Councillor Holden. Opposed: Deputy Mayor May, Councillor Laing. Carried Resolution #20-393

Administration is now bringing forward Procedural Bylaw 2021-01 with the following amendments:

- Section 7.3.6 is repealed, as the terminology has changed. A Committee of the Whole Meeting is now referred to as Regular Meeting of Council.
- Section 8.5 will now include the following statement: "It is the responsibility of each member to ensure their closed session duties are adhered to when attending virtually to avoid any confidentiality breaches or conflicts."
- Section 8.12 will now include section 8.8.
- Various edits to grammar and formatting.

FINANCIAL IMPLICATIONS: N/A

LEGAL IMPLICATIONS: N/A

LEGISLATIVE HISTORY: MGA RSA2000, Chapter M-26 as amended or repealed and replaced from time to time, authorizes council to pass such a Bylaw.

ALTERNATIVES:

1. Council gives Procedural Bylaw 2021-01 first reading, as presented.
2. Council gives Procedural Bylaw 2021-01 first reading and directs administration to amend, bringing back to Council for second and third readings.
3. Council declines Procedural Bylaw 2021-01.

Prepared and Submitted By: Jessica Caines

Reviewed By: Joyce Pierce - CAO

Date: January 11, 2021

TOWN OF BON ACCORD
THE PROCEDURAL BYLAW
BYLAW ~~2020-15~~2021-01

A BYLAW OF THE TOWN OF BON ACCORD, IN THE PROVINCE OF ALBERTA, TO REGULATE THE PROCEDURE AND CONDUCT OF COUNCIL AND COUNCIL COMMITTEE MEETINGS

WHEREAS, the Council of the Town of Bon Accord considers it expedient and desirable for effective governance to regulate the procedure and conduct of council, councillors and others attending council and council committee meetings in the Town of Bon Accord.

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

This bylaw shall be cited as the **“Procedural Bylaw”** of the Town of Bon Accord

1. DEFINITIONS

- 1.1 “Councillor” means a member of Council including the Mayor elected pursuant to the provisions of the Local Authorities Act
- 1.2 “Delegation” means any person that has permission of council to appear before council or a committee of council to provide pertinent information and views about the subject before council or council committee.
- 1.3 “CAO” means the Chief Administrative Officer or his/her delegate, for the Municipality.
- 1.4 “Closed Session” is a council or committee session which is held in private and may include any person or persons invited to attend by Council.
- 1.5 “Member at Large” means a member of the public appointed by council to a committee of council.
- 1.6 “Municipality” means the Town of Bon Accord, a municipal corporation of the Province of Alberta and includes the area contained within the boundaries of the Municipality.
- 1.7 “Notice of Motion” is the means by which a Councillor may bring a topic before Council.
- 1.8 “Point of Order” means an infraction of the rules or improper decorum in speaking.
- 1.9 “Point of Privilege” means that an interruption may occur only if necessary.
- 1.10 “Presiding Officer” means the Mayor or other Councillor as appointed by the Mayor, or in the absence of the Mayor or Deputy Mayor, Council may appoint a Presiding Officer.
- 1.11 “Special Resolution” is a resolution passed by a two-thirds majority of all Council members or two thirds of all members of a Committee.
- 1.12 “Act” means the Municipal Government Act, R.S.A. 2000,c. M-26, any regulations thereunder, and any amendments or successor legislation thereto:

TOWN OF BON ACCORD
THE PROCEDURAL BYLAW
BYLAW ~~2020-15~~2021-01

2. APPLICATION

- 2.1 This Bylaw shall govern the proceedings of Council and Committees established by Council and shall be binding upon all Committee members whether Council or Members at Large.
- 2.2 When any matters relating to the meeting procedures is not addressed in this Bylaw, the law of the Government of Alberta shall be followed and in such cases the decision of the Mayor or other presiding officer shall be final and accepted without debate.

3. SEVERABILITY

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

4. DEPUTY MAYOR

- 4.1 The position of Deputy Mayor shall be twelve (12) months in duration, or as otherwise directed as Council and each member of Council may serve one term, to be determined at the first organizational meeting following the election, or as required.

5. MEETINGS

- 5.1 The regular meetings of council shall be established by resolution of Council at its annual organizational meeting.
- 5.2 Regular Meetings of Council will be held on the 1st and 3rd Tuesday of each month, unless otherwise posted. The 1st meeting of the month shall commence at 7pm and stands to adjourn no later than 10:30pm unless Council passes a motion to extend the meeting by unanimous consent. Such a motion must be passed no later than 10:00pm. The 2nd meeting of the month shall commence at 8:30am and stand to adjourn no later than 12pm unless Council passes a motion to extend the meeting by unanimous consent. Such a motion must be passed no later than 11:30am.
- 5.3 As soon as there is a Quorum of Council after the hour fixed for the meeting, the presiding officer must take the chair and begin the meeting.
- 5.4 Unless a Quorum is present within thirty (30) minutes after the time appointed for the meeting, the meeting will stand adjourned until the next regular meeting date or until a Special Meeting is called to deal with the matters intended to be dealt with at the adjourned meeting. The Recording Secretary shall record the names of the Members of Council present at the expiration of the 30 minutes time limit.
- 5.5 Council may change the time, date or location of any meeting by Special Resolution and any Committees may change the time, date or location of any of its meetings provided that in both cases at least twenty-four (24) hours notice of the change is given to the public.

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- 5.6 Despite the above 5.5 the Mayor may call a Council meeting on shorter notice and without providing notice to the public provided all Council Members are notified of the meeting and two-thirds of Council give written consent to hold the meeting before the meeting begins. No business other than that stated in the notice shall be considered at any meeting described in this Section unless all the Members of Council are present, in which case, by unanimous consent, any other business may be transacted.
- 5.7 The regular meetings of council shall be voice recorded for the purpose of minute preparation.
- 5.8 The meetings of council committees shall be established by resolution of each committee and the public must be given notice or advertised as required by the provisions of the Municipal Government Act.
- 5.9 The Mayor may appoint another member of Council as Presiding Officer. The appointment must include a specified period of time which shall not exceed eight (8) consecutive weeks if the Mayor is absent.

6. GENERAL PROCEEDINGS OF MEETINGS

- 6.1 Council must vote to adopt the agenda prior to transacting other business and may:
- 6.1.1 add new items to the agenda but only by Special Resolution; or
 - 6.1.2 delete any matter from the agenda but only by Special Resolution
- 6.2 The minutes of each meeting must be circulated to each Member of Council prior to the meeting at which they are to be adopted. Debate on the minutes of a previous meeting is limited, to ensure that the minutes are accurate. If there are errors or omissions, Council must:
- 6.2.1 pass a resolution to amend the minutes; and
 - 6.2.2 adopt the minutes as amended and if there are not errors or omissions, council must adopt the minutes as circulated.
- 6.3 Delegations appearing before council may be addressed by any Member of Council through the Presiding Officer, by asking the delegation or the Chief Administration Office relevant questions but may not debate the matter or the answers. The presentation by a delegation may only be:
- 6.3.1 received as information without debate;
 - 6.3.2 referred without debate to a Committee or the Chief Administrative Officer for a report, or debated if a Special Resolution is passed to allow a motion to be made without notice;
 - 6.3.3 limited to 15 minutes unless there is a Special Resolution to extend the allotted time.
- 6.4 Reports from the Chief Administrative Officer or other management personnel which request a decision by Council may be debated and Council may:
- 6.4.1 vote on the request, or

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6.4.2 refer the request to a Committee or the Chief Administrative Officer for further investigation and report.

6.5 Any Councilor may make a request for information to be provided to Council on any matter within the municipality's jurisdiction. The Chief Administrative Officer or other management personnel will provide an answer to the inquiry at the next Council meeting or, if that is not possible will provide a progress report indicating when the answer to the inquiry may be expected.

6.6 Every motion or resolution shall be stated clearly by the mover and when duly moved shall be open for consideration. After a resolution has been stated or read, it shall be deemed to be in possession of Council, but may be withdrawn by unanimous consent of the Council members present. Discussion on any motion will be limited to ten (10) minutes and at that time the Presiding Officer will call for a vote on that motion by the Members of Council present.

6.7 Any member of Council desiring to speak shall address the remarks to the Presiding Officer, by way of hand gesture or by saying Mr. Mayor in a manner that does not interrupt conversation already in progress, confine themselves to the question and avoid personality. Should more than one member desire to speak at the same time, the Presiding Officer shall determine who is entitled to the floor. Members of Council wishing to speak on a matter during the meeting must indicate their intention by raising their hand and any Member of Council present via telephone, shall address the Presiding Officer, by stating "I wish to speak on the matter at hand" and being recognized by the Presiding Officer. Each Council member should not speak more than once until every Member of Council has had the opportunity to speak except in the explanation of a material part of the speech which may have been misunderstood or in reply, to close debate, after everyone else wishing to speak has spoken.

7. CONDUCT OF MEETINGS

7.1 Each member or delegation, as the case may be, shall address the Presiding Officer but shall not speak until recognized by the Presiding Officer.

7.2 A motion does not require to be seconded.

7.3 Unless otherwise specifically provided in this Procedure Bylaw the following motions are debatable by Council:

7.3.1 a motion arising out of any matter or thing included in the agenda for the Council meeting;

7.3.2 a motion to postpone or refer;

7.3.3 a motion for adoption of, rejection of, referral back or further consideration of a report to council, or a motion arising out of any matter dealt with in a report to Council;

7.3.4 a motion for the second or a motion for the third reading of a Bylaw;

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- 7.3.5 a motion for an appointment or dismissal of a committee member, or referral to a committee of any matter before the Council;
- 7.3.6 ~~a motion for Council to hold a Committee of the Whole Meeting~~
- 7.3.7 a motion for amendment to any Bylaw properly before the Council, or to any matter arising directly out of a Bylaw properly before the Council;
- 7.3.8 any matter of meeting conduct, which is not herein provided for, shall be determined in accordance with “Roberts Rule of Order”;
- 7.3.9 where a question under consideration contains distinct propositions, the vote upon each proposition shall be taken separately when any member so requests or when the Presiding Officer so directs;
- 7.4.0 whenever the Presiding Officer is of the opinion that a motion is contrary to the rules and privileges of council, he/she shall inform the member thereof immediately, before putting the question, and shall cite his/her reasons applicable to the case without argument or comment.
- 7.4.1 in all cases not provided for in the proceedings of the council, a majority of council shall determine to uphold the ruling of the Presiding Officer or not as the case may be.
- 7.4.2 this bylaw shall not be repealed, amended or suspended except so far as the terms thereof themselves permit unless it is repealed, amended or suspended:
 - a. by a bylaw unanimously passed at a regular or special meeting of the Council at which all members thereof are present; or
 - b. by a bylaw passed at a regular meeting of Council pursuant to a notice in writing given and openly announced at the preceding meeting of the council and setting out the terms of the substantial effect of the proposed bylaw.

8.0 ELECTRONIC MEETING ATTENDANCE

- 8.1 The Presiding Officer cannot use electronic means to attend a Regular Meeting of Council.
- 8.2 Electronic means cannot be used for Special Meeting of Council.
- 8.3 Quorum must be attained through physical presence at the meeting, additional members may attend through electronic means.
- 8.4 Use of attendance through electronic means is being provided to allow for periodic flexibility, attending in person must be done so at a minimum of every third meeting.
- 8.5 Electronic attendance will be conducted through the use of video conferencing, secure platforms and telephone. It is the responsibility of each member to ensure the closed session duties of each member are adhered to when attending virtually to avoid any confidentiality breaches or conflicts.
- 8.6 An effective method of data transfer must be available, if attending electronically, for review and voting on bylaws, ASP's, and other documents that require council review.
- 8.7 Should connectivity of electronic means cease to exist at any point during the meeting, the attendee will be deemed absent for that portion of the meeting, just as the case when attending in person.
- 8.8 Closed Session items cannot be discussed through electronic means.
- 8.9 When attending electronically, the attendee must obtain access to the meeting material prior to the start of the meeting through a secure means.

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- 8.10 The attendee must be connected prior to the meeting being called to order.
- 8.11 Should the electronically connected member be found to be out of order, per items 11.1 and 11.2 of this bylaw, the member connection will be terminated.
- 8.12 Notwithstanding sections 8.1, 8.2, 8.3, ~~and 8.4,~~ and 8.8 in extenuating circumstances, all meetings may be held and attended via electronic means and shared to the public via the internet.
- 8.13 Attendees are expected to act and dress as though they are attending in person and ensure no background noise that will interfere with the meeting.

9.0 AGENDAS

- 9.1 The agenda for each regular and special meeting shall be prepared by the CAO and emailed, together with copies of all pertinent correspondence, statements and reports to Council by the end of the day on the Friday prior to each regular or Special meeting. In order to do so, the CAO shall receive all documentation prior to 4:00 pm on the Wednesday preceding the Council meeting.
- 9.2 The agenda and support materials shall be deemed to be acceptable when the agenda is adopted at the meeting.
- 9.3 The business intended to be dealt with shall be stated in an agenda per the Council Agenda policy.
- 9.4 The order of business established in the Council Agenda Policy shall apply unless altered by the Presiding Officer with no objection from members, or otherwise determined by a majority vote of the members present, and the vote upon a matter of priority of business shall be decided without debate.
- 9.5 Standing Committees of Council shall be established and governed by policy or bylaw approved by council. Where appropriate authority is delegated to a Standing committee, such committee and its mandate shall be established by bylaw.
- 9.6 Criteria for any written communication intended for Council or a Committee which reached the Chief Administrative Officer must:
 - 9.6.1 be legible and coherent
 - 9.6.2 be signed by at least one person who provides a printed name and address
 - 9.6.3 be on paper and
 - 9.6.4 not be libelous, impertinent or improper.
- 9.7 If the requirements of Section 9.6 are not met the Chief Administrative Officer may file the communication unless it is deemed improper, in which case the Chief Administrative Officer must summarize the communication and inform Council that it is being withheld.

10.0 CLOSED SESSIONS

- 10.0 Matters to be discussed which are within one of the categories of information referred to in Section 217 of the Municipal Government Act (MGA), as amended or replaced from time to time, may be considered at a closed session Meeting or portion of a meeting.
- 10.1 Council or Committee has no power at a closed session to pass any Bylaw or resolution apart from the resolution necessary to revert back to an open meeting.

11.0 MAINTAINING ORDER IN COUNCIL

Order in Council - Council

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Members of Council shall not:

- 11.1 use offensive words or un-parliamentary language in the meeting;
- 11.2 disobey the rules of the meeting or decision of the Presiding Officer or of Members of Council on questions of order or practice; or upon the interpretation of the rules of the meeting;
- 11.3 leave their seat or make any noise or disturbance while a vote is being taken and the result is declared;
- 11.4 interrupt a Member of Council while speaking, except to raise a Point of Order or Question of Privilege;
- 11.5 pass between a Member of Council who is speaking and the Presiding Officer;
- 11.6 influence or communicate with any municipal employees except the Chief Administrative Officer or administrative personnel involved with the committee of which they are members; any other communication or inquiries must be through the Chief Administrative Officer;
- 11.7 Members of council who persist in a breach of the foregoing section 11, after having been called to order by the Presiding Officer, may, at the discretion of the Presiding Officer, be asked to provide a public apology;
- 11.8 A member of Council who wishes to leave the meeting prior to adjournment shall so advise the Presiding Officer and the time of departure and return shall be noted in the minutes.

Order in Council – Public

- 11.9 Only Councilors, the chief administrative officer and those individuals authorized by the Chief Administrative Officer may be present to address council.
- 11.10 No person in the gallery or on the floor of council chambers shall cause any disturbance, interrupt any speaker or interfere with the actions of council. The Presiding Officer may call to order any person who has created a disturbance and may expel that person from council chambers.

12. NOTICE OF MOTION

- 12.1 A Notice of Motion must give sufficient detail so that the subject of the motion and any proposed action can be determined and should be used to give notice when an extended period of time is advisable prior to considering a subject.
- 12.2 A Notice of Motion may be received by the Chief Administrative Officer prior to the closing of the meeting. In this event, the Member of Council shall read the Notice of Motion which shall be recorded in the minutes and shall form part of the Agenda for the subsequent meeting.
- 12.3 A Member of Council may present and describe a Notice of Motion for consideration at the next meeting or other meeting date as specified by the mover.

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- 12.4 A Member of Council who hands a written Notice of Motion to the Chief Administrative Officer to be read at any regular meeting need not necessarily be present during the reading of the Motion.
- 12.5 When a notice has been given, the Chief Administrative Officer will include the proposed motion in the agenda of the meeting for the date indicated in the notice. If a motion is not made at the meeting indicated in the notice it will be removed from the agenda and may only be made by a new notice of motion.

13. VOTING – PECUNIARY INTEREST

- 13.1 Members of Council who have a reasonable belief that they have a pecuniary interest (as defined in the Act) in any matter before Council, any committee of Council or any board, commission, committee or agency to which they are appointed as a representative or Council, shall, if present, declare and disclose the general nature of the pecuniary interest prior to any discussion of the matter, abstain from discussions or voting on any question relating to the matter and shall remove themselves from the room until the matter is concluded. The minutes shall indicate the declaration of disclosure, the time at which the Member of Council left the room and the time the Member of Council returned.

14. RECORDED VOTE

- 14.0 Before a vote is taken by council, a councillor may request that the vote be recorded.
- 14.1 When a vote is recorded, the minutes must show the names of the councillors present and whether each councillor voted for or against the proposal or abstained.

15. PUBLIC HEARINGS

- 15.1 The conduct of any Public Hearing shall be governed by the MGA and this Bylaw.
- 15.2 Wherever possible, persons interested in speaking at a Public Hearing should register with the Council Recording Secretary prior to the Public Hearing.
- 15.3 The Presiding Officer shall declare the Public Hearing in session and shall outline Public Hearing Procedures.
- 15.4 The CAO shall introduce the resolution or bylaw and shall briefly state the intended purpose. Department presentations shall follow the introduction of the bylaw or resolution.
- 15.5 The Presiding Officer shall request those who wish to make presentations to identify themselves. The Presiding Officer shall then open the floor to public presentations.
- 15.6 The Presiding Officer shall call upon those persons who have registered with the Council Recording Secretary to speak first, followed by other persons at the meeting who have not registered to speak but who wish to address Council. A person who does not identify himself or herself will not be given the opportunity to speak.
- 15.7 Presentations by the public may be made verbally, in writing, or both. Written submissions shall be collected by the Council Recording Secretary and retained for information purposes.
- 15.8 Verbal presentations shall be limited to five minutes unless there is consent by Council to extend the allotted time.
- 15.9 Following public presentations, the Presiding Officer shall close the Public Hearing.

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- 15.10 If no one is present to speak to a proposed bylaw which requires a Public Hearing, Council may hear an introduction of the matter from the administration, ask relevant questions, and then must vote to close the Public Hearing.
- 15.11 After the close of the Public Hearing, Council may debate matters raised at the Public Hearing during the regular Council meeting following the Public Hearing and may;
- a) pass the bylaw or resolution, or
 - b) make any necessary amendments to the bylaw or resolution and pass it without further advertisement or hearing.
- 15.12 When a Public hearing on a proposed Bylaw or resolution is held, a Member;
- a) must abstain from voting on the Bylaw or resolution if the member was absent from all of the Public Hearing, and
 - b) may abstain from voting on the Bylaw or resolution if the member was only absent from a part of the Public Hearing.

16. REPEALING BYLAWS

This Bylaw shall repeal Bylaw ~~2019-12~~2020-15 and any amendments thereto.

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

Read a first time this ~~31st day of March 2020~~19th day of January 2021.

Read a Second time this ~~31st day of March 2020~~[date].

Read a third and final time this ~~31st day of March 2020~~[date].

Mayor ~~David Hutton~~Greg Mosychuk

Joyce Pierce, Chief Administrative Officer

DRAFT

SCHEDULE A

Council Standing Policy Committees

Council Briefing Committee

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

1. Terms of Reference

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

1.1.1 to brief Councillors on specific topics

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

1.1.3 to respond to detailed questions of clarification of material presented

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

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

2. Composition

2.1 A Council Briefing Committee shall consist of:

2.2.1 All members of the Town of Bon Accord Council

2.2.2 The CAO and any staff members that may be required

3. Terms of Office

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

4. Duties and Responsibilities

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

5. Procedures

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

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TOWN OF BON ACCORD
Council Report – January 19, 2021

The following is a list of my activities as Mayor from December 10, 2020 to January 13, 2021.

December 15, 2020	Sworn in as Mayor of the Town of Bon Accord (Virtual).
December 15, 2020	Attended the Town of Bon Accord – Regular Meeting of Council (Virtual).
January 05, 2021	Attended the Town of Bon Accord – Regular Meeting of Council (Virtual).
January 07, 2021	Attended the Town of Bon Accord – Administration Briefing (Virtual).
General	Ongoing day to day, meeting preparation, and community engagement.

Notes:

Since being acclaimed as Mayor, I have been busy getting up to speed in my new role. Some things are familiar, while many others are new or different from my previous experiences on Council. I appreciate the support I have received from both Administration and Council as I get back my “sea legs”.

Covid -19 has created unprecedented challenges for so many people and organizations. Council and Administration has done an exceptional job in facing these challenge head on and continuing to provide services and functioning governance. We shall endeavour to maintain and exceed as we battle this pandemic. I am pleased to see so many of our residents following Provincial restriction guidelines and appreciate their tolerance and understanding as we try to mitigate the spread of the virus.

I wish to commend Administration and Public works for their initiative and execution of the outdoor skating surface at Centennial Park, and for the Christmas Eve Jingle Bells. Keep up the good work!

Greg Mosychuk
Greg Mosychuk
Mayor
Town of Bon Accord

The needs of the many outweigh the needs of the few, or of the one.

-Spock-

The “problem” is not the problem. The problem is your attitude about the “problem”.

-Captain Jack Sparrow-

TOWN OF BON ACCORD

Council report

December 11 – January 13-2021

December 15, 2020	Attended Regular Meeting of Council.
January 5, 2021	Attended regular meeting of Council.
January 7, 2021	Attended Admin Briefing Virtually.

Tanya May
Deputy Mayor
Town of Bon Accord

TOWN OF BON ACCORD
December 11, 2020- January 12, 2021

December 15, 2020
January 5, 2021
January 7, 2021

Attended Regular Meeting of Council
Attended Regular Meeting of Council
Attended Administration Briefing via Microsoft Teams

Lacey Laing
Councillor
Town of Bon Accord

TOWN OF BON ACCORD
Dec 10, 2020 – January 12, 2021

December 10, 2020	Attended virtual half day EOEP Council's Role in Public Engagement course. Excellent course that brought forward many ways to engage our residents.
December 15, 2020	Attended virtual Regular Meeting of Council.
January 5, 2021	Attended virtual full day Subdivision & Development Appeal Board refresher course. Very long day but worth the effort.
January 5, 2021	Attended virtual Regular Meeting of Council.
January 6, 2021	Successfully completed SDAB exam.
January 7, 2021	Attended Administration Briefing.

Brian Holden
Councillor
Town of Bon Accord

TOWN OF BON ACCORD

Councillor Report – for Dec 9, 2020 – Jan 13, 2021

Dec 11, 2020 Virtually attended the Alberta Capital Region Wastewater Commission meeting. The 2021 budget was passed. See attachment.

Dec 15, 2020 Virtually attended the Regular Meeting of Council.

Dec 16, 2020 Virtually attended the ACRWC Board Workshop Committee meeting. It is usual that the Board travel to hold a three-day workshop. As this is an election year, and because no one knows what COVID restrictions will be in the spring, we will be holding a one-day workshop (hopefully social distanced) at a local venue.

Dec 17, 2020 Virtually attended the Homeland Housing Board meeting. RFPs are being evaluated for the building of the corporate office and hopefully a decision made at the Jan meeting.

Jan 5, 2021 Virtually attended the Regular Meeting of Council.

Jan 7, 2021 Virtually attended the administration briefing.

Note: Attach 2021 utility rate fact sheet.

Lynn Bidney
Councillor
Town of Bon Accord

Fact Sheet — Utility Rates

The ACRWC has over \$700M in assets including large pump stations, large diameter pipelines and a state of the art wastewater treatment facility that serves approximately 350,000 people.

Our Provincial Operating Approval requires that we remove nutrients (nitrogen and phosphorous) that would harm the North Saskatchewan River. Nutrient removal requires more energy and labour than conventional wastewater treatment.

A byproduct of nutrient removal is biosolids. The ACRWC has an agreement with the EPCOR to manage biosolids. The ACRWC 2021 costs for biosolids management are estimated at \$6.5M up from \$5.6M in 2020 due to an increase in program costs and volumes disposed.

The ACRWC rates are governed by the operation and upgrade of our facilities to meet our required service levels and regulatory requirements. A number of factors affect our rate:

- The original cost sharing formula for the utility was based on a 90% contribution from the Province of Alberta. The rehabilitation and replacement of those contributed assets is reflected in the rate.
- The ACRWC as a Regional Services Commission is limited in accessing grant programs.
- We are anticipating another step increase in treatment requirements in the next 10-15 years.
- The ACRWC has a 150% debt to revenue limit. A 123% debt to revenue ratio is projected for 2021. The rate must have a component to ensure sufficient reserves are available to pay for the capital program to offset borrowing.
- The ACRWC has an operating reserve policy up to 15% of revenues. With increases to our capital program we are projecting the operating reserve to be consistently around 10%.

The ACRWC's 2021 rate is \$1.36 per cubic meter. The breakdown of our rate is shown in this graph and shows the large capital component in our rate. From an historical perspective, the rates have averaged 6.1% year over year for the last five years. Over the next five years we are attempting to keep our rates to 5% or less.

Through participation in the national wastewater benchmarking initiative, we know that our unit cost to treat wastewater is on par with other utilities across Canada.

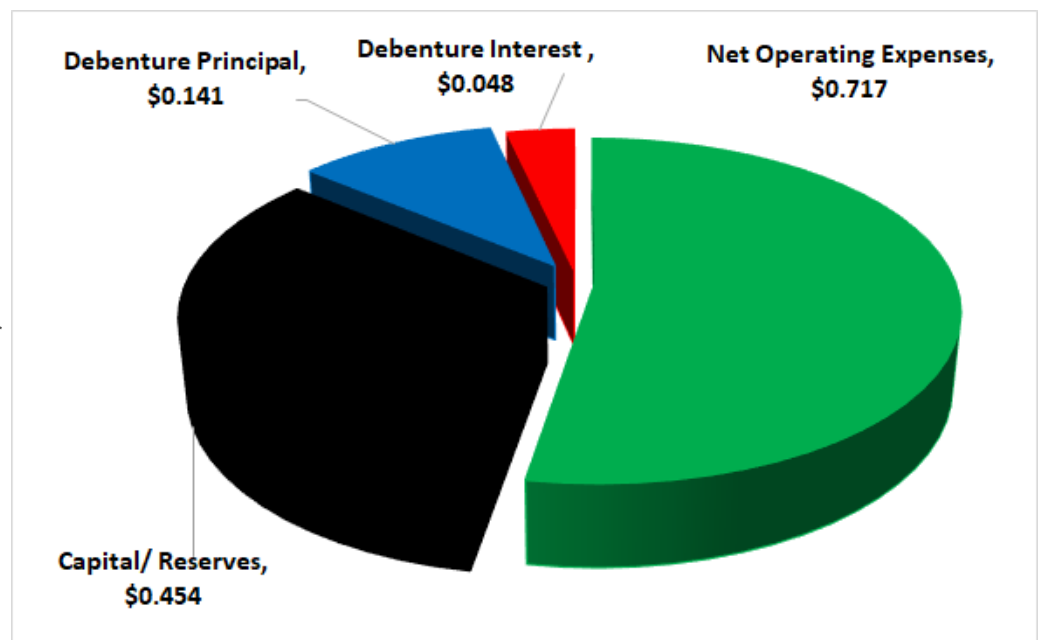
For more information contact us at:

Alberta Capital Region Wastewater
Commission

info@acrwc.ab.ca

23262 Township Road 540
Fort Saskatchewan, AB T8L 4A2
(780) 467-8655

www.acrwc.ab.ca





The North Saskatchewan Watershed Alliance (NSWA) is one of eleven provincially designated Watershed Planning and Advisory Councils in Alberta and a key partner in the Government of Alberta's *Water for Life Strategy* that has three main goals:

- *safe, secure drinking water supply*
- *healthy aquatic ecosystems*
- *reliable, quality water supplies for a sustainable economy*

The NSWA provides leadership in watershed planning in the North Saskatchewan River watershed through collaborating with the Government of Alberta, local municipalities, industry and other non-governmental organizations. Together we complete technical studies and research projects, foster watershed partnerships and share knowledge on the benefits of healthy and resilient watersheds

Please accept these copies of NSWA's 2021 calendar for your Council as a small token of our thanks for supporting our work towards a healthy and sustainable North Saskatchewan watershed. The calendar features photos of our twelve subwatersheds and contains useful information on watershed health.

If you would like to learn more about the NSWA and the work we do in the watershed you can visit our website at www.nswa.ab.ca. If you have any questions you can also contact me at 587-525-6827 or leah.kongsrude@nswa.ab.ca.

All the best,



Leah Kongsrude, Executive Director
