

## Town of Bon Accord AGENDA

## Regular Council Meeting May 20, 2025 9:00 a.m. in Council Chambers

Live streamed on Bon Accord YouTube Channel

- 1. CALL TO ORDER
- 2. ADOPTION OF AGENDA
- 3. ADOPTION OF MINUTES

**3.1.** May 6, 2025; Regular Council Meeting (enclosure)

- 4. DELEGATION
  - **4.1.** 9:05 a.m. Darcy McGunigal RCMP Q4 Presentation (enclosure)
- 5. DEPARTMENTS REPORT

**5.1.** May 2025 (enclosure)

- 6. UNFINISHED BUSINESS
- 7. NEW BUSINESS
- 8. BYLAWS/POLICIES/AGREEMENTS
  - **8.1.** Animal Control Bylaw Amendment (enclosure)
  - **8.2.** Council Remuneration Policy (enclosure)
  - 8.3. Repeal of Assessment Review Board Duplicate Bylaws (enclosure)
  - **8.4.** Joint Use and Planning Agreement (enclosure)
- 9. WORKSHOPS/MEETINGS/CONFERENCES
- 10. COUNCIL REPORTS
  - **10.1.** Mayor Holden (enclosure)
  - 10.2. Deputy Mayor Larson (enclosure)
  - **10.3.** Councillor Bidney (enclosure)
  - **10.4.** Councillor Laing (enclosure)
  - **10.5.** Councillor May (enclosure)
- 11. CORRESPONDENCE

#### ACTION REQUIRED

- **11.1.** 2025 Summer Municipal Leaders Caucus (enclosure)
- **11.2.** School Bus Safety Concern (enclosure)
- **11.3.** SCMGT 2025 Partnerships (enclosure)

#### GENERAL

**11.4.** 2025 LGFF Funding Letter (enclosure)



## Town of Bon Accord AGENDA

#### Regular Council Meeting May 20, 2025 9:00 a.m. in Council Chambers

Live streamed on Bon Accord YouTube Channel

#### 12. NOTICE OF MOTION

**12.1**. Councillor May – Changing Day or Time of Committee of the Whole Meetings (enclosure)

#### 13. CLOSED SESSION

- **13.1.** Investment Attraction Magazine FOIP Act Section 25 Disclosure harmful to economic and other interests of a public body
- **13.2.** Letter from Minister of Seniors, Community and Social Services FOIP Act Section 21 Disclosure harmful to intergovernmental relations

#### 14. ADJOURNMENT



### COUNCIL PRESENT

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

#### **ADMINISTRATION**

Jodi Brown – Town Manager
Terry Doerkson – Infrastructure Manager
Paul Hanlan – Planner & Development Officer
Jessica Spaidal – Legislative Services & Communications Supervisor

#### CALL TO ORDER AND LAND ACKNOWLEDGEMENT

Mayor Holden called the meeting to order at 6:00 p.m.

#### **ADOPTION OF AGENDA**

There were no objections to removing item 5.1 Delegation Matt Roblin – Bylaw Services Quarterly Report and adding items 10.2 Invitation to Sturgeon Composite Annual Sturgeon Strides; 10.3 Sturgeon Composite 2025 Graduation Ceremony Invitation; 12.5 Alberta Transportation Request – FOIP Act Section 16 Disclosure harmful to business interests of a third party, Section 21 Disclosure harmful to intergovernmental relations, and Section 24 Advice from officials; and 12.6 Personnel – FOIP Act Section 17 Disclosure harmful to personal privacy to the agenda.

COUNCILLOR MAY MOVED THAT Council adopt the May 6, 2025 agenda as amended. **CARRIED UNANIMOUSLY RESOLUTION 25-201** 

#### **PROCLAMATIONS**

National Mental Health Week Economic Development Week Emergency Preparedness Week National Public Works Week National AccessAbility Week

#### **ADOPTION OF MINUTES**

April 15, 2025; Regular Council Meeting

DEPUTY MAYOR LARSON MOVED THAT Council adopt the April 15, 2025; Regular Council Meeting minutes as presented.

**CARRIED UNANIMOUSLY RESOLUTION 25-202** 



#### April 23, 2025; Committee of the Whole Meeting

COUNCILLOR LAING MOVED THAT Council adopt the April 23, 2025; Committee of the Whole Meeting minutes as amended, by including the "There were no objections to..." blurb.

#### **CARRIED UNANIMOUSLY RESOLUTION 25-203**

#### May 1, 2025; Special Council Meeting

COUNCILLOR BIDNEY MOVED THAT Council adopt the May 1, 2025; Special Council Meeting minutes as presented.

**CARRIED UNANIMOUSLY RESOLUTION 25-204** 

#### **UNFINISHED BUSINESS**

#### Alberta Municipalities – Police Funding Model Resolution

COUNCILLOR MAY MOVED THAT Council does not proceed with submitting a resolution to advocate for increased police funding through the Alberta Municipalities Association at this time AND THAT staff be directed to monitor developments related to police funding and bring forward future recommendations as appropriate.

1 OPPOSED

**CARRIED RESOLUTION 25-205** 

#### Lilian Schick School Track Fence Proposal

COUNCILLOR MAY MOVED THAT Council does not approve the allocation of cost share funding at this time and directs administration to advise the school board of this decision.

#### **CARRIED UNANIMOUSLY RESOLUTION 25-206**

#### Regional Housing Needs Assessment

DEPUTY MAYOR LARSON MOVED THAT Council endorse Bon Accord's participation in the regional housing needs assessment proposed by the Sturgeon Regional Partnership, contingent on securing grant funding.

2 OPPOSED

**CARRIED RESOLUTION 25-207** 

#### **NEW BUSINESS**

#### **Proposed Park Renaming Survey Results**

COUNCILLOR MAY MOVED THAT Council accepts this report as information and directs administration to investigate the cost of signage for said parks.

#### **CARRIED UNANIMOUSLY RESOLUTION 25-208**

#### CORRESPONDENCE

#### Minister Ellis – Police Funding Model Response Letter

COUNCILLOR MAY MOVED THAT Council accept the letter as information.

**CARRIED UNANIMOUSLY RESOLUTION 25-209** 



#### Invitation to Sturgeon Composite Annual Sturgeon Strides

COUNCILLOR MAY MOVED THAT Council directs administration to register Mayor Holden to the Sturgeon Strides event.

**CARRIED UNANIMOUSLY RESOLUTION 25-210** 

#### Sturgeon Composite 2025 Graduation Ceremony Invitation

COUNCILLOR MAY MOVED THAT Council directs administration to register Deputy Mayor Larson for the Sturgeon Composite 2025 Graduation Ceremony.

**CARRIED UNANIMOUSLY RESOLUTION 25-211** 

#### **CLOSED SESSION**

- Fire Services Agreement Addendum FOIP Act Section 21 Disclosure harmful to intergovernmental relations, Section 24 Advice from officials, and Section 27 Privileged information
- Land Purchase FOIP Act Section 16 Disclosure harmful to business interests of a third party, Section 24 Advice from officials, and Section 25 Disclosure harmful to economic and other interests of a public body
- Plan 9022300 Lot 2 FOIP Act Section 16 Disclosure harmful to business interests of a third party, Section 24 Advice from officials, and Section 27 Privileged Information
- Minor Soccer and Minor Ball FOIP Act Section 24 Advice from officials
- Alberta Transportation Request FOIP Act Section 16 Disclosure harmful to business interests of a third party, Section 21 Disclosure harmful to intergovernmental relations, and Section 24 Advice from officials
- Personnel FOIP Act Section 17 Disclosure harmful to personal privacy

COUNCILLOR MAY MOVED THAT Council enter into closed session to discuss Fire Services Agreement Addendum – FOIP Act Section 21 Disclosure harmful to intergovernmental relations, Section 24 Advice from officials, Section 27 Privileged information; Land Purchase – FOIP Act Section 16 Disclosure harmful to business interests of a third party, Section 24 Advice from officials, and Section 25 Disclosure harmful to economic and other interests of a public body; Plan 9022300 Lot 2 – FOIP Act Section 16 Disclosure harmful to business interests of the third party, Section 24 Advice from officials, and Section 27 Privileged Information; Minor Soccer and Minor Ball – FOIP Act Section 24 Advice from officials; Alberta Transportation Request – FOIP Act Section 16 Disclosure harmful to business interests of a third party, Section 21 Disclosure harmful to intergovernmental relations, and Section 24 Advice from officials; and Personnel – FOIP Act Section 17 Disclosure harmful to personal privacy at 7:19 p.m.

**CARRIED UNANIMOUSLY RESOLUTION 25-212** 

COUNCILLOR LAING MOVED THAT Council come out of closed session at 8:49 p.m. **CARRIED UNANIMOUSLY RESOLUTION 25-213** 



Fire Services Agreement Addendum – FOIP Act Section 21 Disclosure harmful to intergovernmental relations, Section 24 Advice from officials, Section 27 Privileged information

COUNCILLOR BIDNEY MOVED THAT Council directs the Town Manager to finalize the addendum without adding utility costs and remove parking requirements. This will be reviewed in one-years' time.

#### **CARRIED UNANIMOUSLY RESOLUTION 25-214**

Land Purchase – FOIP Act Section 16 Disclosure harmful to business interests of a third party, Section 24 Advice from officials, and Section 25 Disclosure harmful to economic and other interests of a public body

COUNCILLOR LAING MOVED THAT Council directs administration to engage Alison Espetveidt of Lidstone Barristers and Solicitors to negotiate the purchase of land for the stormwater project on behalf of the Town.

Councillor May requested a recorded vote

In Favour: Mayor Holden, Deputy Mayor Larson, Councillor Bidney, Councillor Laing

Opposed: Councillor May

**CARRIED RESOLUTION 25-215** 

Plan 9022300 Lot 2 – FOIP Act Section 16 Disclosure harmful to business interests of the third party, Section 24 Advice from officials, and Section 27 Privileged Information

COUNCILLOR LAING MOVED THAT Council approves an additional \$13,000 to be funded by the General Reserve for the cost of environmental site testing prior to development.

1 Opposed

**CARRIED RESOLUTION 25-216** 

Minor Soccer and Minor Ball – FOIP Act Section 24 Advice from officials COUNCILLOR BIDNEY MOVED THAT Council accepts the report as information. CARRIED UNANIMOUSLY RESOLUTION 25-217

Alberta Transportation Request – FOIP Act Section 16 Disclosure harmful to business interests of a third party, Section 21 Disclosure harmful to intergovernmental relations, and Section 24 Advice from officials

COUNCILLOR BIDNEY MOVED THAT Council authorize Mayor Holden to sign the attached letter committing the Town of Bon Accord to include planning for the future closure of 51<sup>st</sup> Street and Highway 28 in the next update of the Town's Transportation Master Plan, and that administration forward this letter to Alberta Transportation and Economic Corridors in conjunction with ongoing redevelopment planning for this property.

**CARRIED UNANIMOUSLY RESOLUTION 25-218** 



Personnel – FOIP Act Section 17 Disclosure harmful to personal privacy COUNCILLOR BIDNEY MOVED THAT Council accept the discussion as information. CARRIED UNANIMOUSLY RESOLUTION 25-219

#### **ADJOURNMENT**

COUNCILLOR MAY MOVED THAT the May 6, 2025 Regular Meeting of Council adjourn at 8:54 p.m.

**CARRIED UNANIMOUSLY RESOLUTION 25-220** 

Mayor Brian Holden	Jodi Brown, CA	)

May 14, 2025

Brian Holden Mayor Bon Accord, AB

Dear Mayor Holden,

Please find attached the quarterly Community Policing Report covering the period from January 1<sup>st</sup> to March 31<sup>th</sup>, 2025. This report provides a snapshot of human resources, financial data, and crime statistics for the Morinville Detachment.

As we approach summer, I would like to highlight the preparations that the Alberta RCMP have made to address what may be another busy wildfire season. The wildfire seasons of 2023 and 2024 have provided our organization with many lessons on the best ways to handle the unpredictability of wildfires. In March, we began planning for the 2025 wildfire season and this included the early staffing of our Division Emergency Operations Center (DEOC). In the past two years, DEOC has been the cornerstone of the police response to the wildfires in Alberta. The members and staff in DEOC are able to process information from various sources to determine the most optimal way to deploy police resources in areas under threat of wildfires.

Depending on the severity of the fire season, it may be necessary to draw resources from your police service to ensure the safety of people and property in affected communities. I want to assure you that the Alberta RCMP will keep the needs of your community in mind and will work to deploy only the resources which will not adversely impact the security of our own community. The Alberta RCMP remains ready to respond to wildfires in coordination with other provincial resources to protect our citizens and communities.

Thank you for your ongoing support and engagement. As your Chief of Police for your community, please do not hesitate to contact me with any questions or concerns.

Best regards,

S/Sgt. Darcy McGunigal Chief of Police RCMP Morinville Detachment





#### Alberta RCMP - Provincial Policing Report

#### **Detachment Information**

#### **Detachment Name**

Morinville

#### **Detachment Commander**

S/Sqt Darcy McGunigal

Report Date	Fiscal Year	Quarter
Click or tap to enter a date.	2024-25	Q4 (January - March)

#### **Community Priorities**

#### **Priority #1:** Safety - Property Crime

#### **Updates and Comments:**

Earlier in the fiscal year, it was known that we were stopping the lock it/lose it program, based on residents' dissatisfaction of the program. No pamphlets were handed out due to this. Our prolific offender checks were completed by all Watches and a few charges were laid based on the checks.

#### Priority #2: Employee Wellness - Engagement

#### **Updates and Comments:**

Morinville Detachment members continued to participate in team building activities throughout the year. All metrics were achieved in this category.

#### **Priority #3: Community Engagement**

#### **Updates and Comments:**

Our detachment exceeded its goal of hosting 4 Coffee with a Cop events, strengthening relationships with the residents and welcoming open dialogue about local issues. These events allowed residents to voice concerns, ask questions, and engage with police officers in a relaxed and informal setting. This serves as dedication to building further trust, enhancing transparency, and promoting positive community interactions.







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#### **Priority #4:** Traffic - Safety (Motor Vehicles, Roads)

#### **Updates and Comments:**

Our detachment has surpassed our target for traffic checkstops for the fiscal year, demonstrating a strong commitment to public safety and traffic enforcement. This proactive approach not only enhanced traffic safety but also reinforced the detachments dedication to reducing impaired driving incidents.

#### **Priority #5:** Police / Community Relations - Police Visibility

#### **Updates and Comments:**

Winter term showed significant decline in call volume on Assembly of First Nations. Morinville RCMP were called 77 times to the reserve for a wide variety of Federal, Provincial, and Band council enacted by-laws resulting in two Criminal Code charge files and three provincial statute charges.

There were no identified presentations to the community this quarter although there is a continued collaborative response with Assembly of First Nations security on many if not all the 77 calls this quarter.







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### **Community Consultations**

#### **Consultation #1**



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#### **Provincial Service Composition**

Staffing Category	Established Positions	Working	Soft Vacancies	Hard Vacancies
Regular Members	16	15	3	0
Detachment Support	4	4	0	0

#### Notes:

- 1. Data extracted on March 31, 2025 and is subject to change.
- 2. Soft Vacancies are positions that are filled but vacant due to maternity/paternity leave, medical leave, etc. and are still included in the overall FTE count.
- 3. Hard Vacancies reflect positions that do not have an employee attached and need to be filled.

#### **Comments:**

Police Officers: Of the 16 established positions, 15 officers are currently working. There are three officers on special leave (two Medical and one Parental leave). Two of these positions are backfilled to ensure coverage. There are two positions with two officers assigned to each. There is no hard vacancy at this time.

Detachment Support: Of the four established positions, four resources are currently working with none on special leave. There is no hard vacancy at this time.







# Morinville RCMP 4th Quarter Report

S/Sgt. Darcy McGunigal Detachment Commander Morinville R.C.M.P.





# Purpose

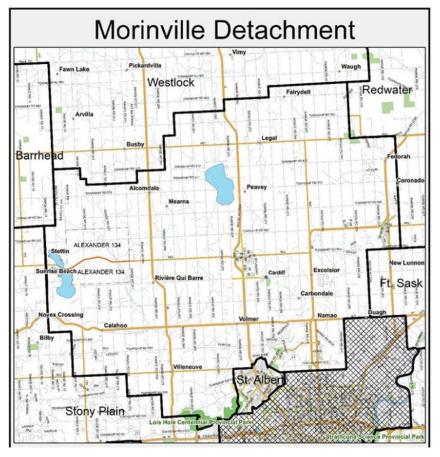
To provide an update to Council on the operations of the Morinville RCMP Detachment.



# Jurisdiction and Call Volume

The Morinville R.C.M.P. Detachment provides 24-hour policing services to several municipalities and communities:

- Alexander First Nation
- Sturgeon County
- Town of Bon Accord
- Town of Gibbons
- Town of Legal
- Town of Morinville



# Human Resources

### Morinville Detachment is comprised of 40 personnel:

- 1 Staff Sergeant
- 1 Sergeant
- 5 Corporals
- 18 (+1) Constables including the School Resource Officer
- 4 Public Service Employees
- 4 Town of Morinville Full Time Employees
- 5 Town of Morinville Casual Employees
- 1 Reservist Constable

# Priorities

### 2024/25 RCMP Morinville Detachment Priorities

- Crime Reduction
- Enhanced Awareness and Education
- Employee Wellness and Respect
- Enhanced Road Safety

# Morinville Detachment Crime Statistics Town of Bon Accord

OFFENCE	Quarter 4 (Jan 1 to Mar 31)	Quarter 4 (2024 Comparison)	Year to Date (April 1 to Mar 31)
Spousal Abuse	2	2	9
Mental Health Act	5	2	16
RPACT Referrals	0	1	0
Break and Enter (Residential)	1	0	2
Break and Enter (Commercial)	0	0	2
Theft of Vehicles	3	1	11
Fraud	2	3	9
Suspicious Persons	10	9	39

# Morinville Detachment Crime Statistics Town of Bon Accord

Total RCMP Calls for Service with the Town of Bon Accord

Quarter 4 (Jan 1 to Mar 31): 78

Previous Quarter (Oct 1 to Dec 31):71

Year to Date (April 1 to Mar 31): 327

2023/24 Quarter 4 Comparison (Jan 1 to Mar 31): 73

2023/24 Year to Date Comparison (April 1 to Mar 31): 266

January 5: 41 y.o. male arrested and 42 y.o. female arrested in a suspicious vehicle during late night patrol near a gas station in Namao. Male charged with possession of break-in instruments and two counts of violating prior release conditions, sentenced to 15 days in custody. Female served 45 days in custody on arrest warrant from an unrelated matter.

January 11: 41 y.o. male arrested in possession of stolen truck during a late night patrol on Highway 642 near Sandy Beach. Vehicle had been stolen from a residence in Westlock three days earlier. Suspect was arrested after the use of a spike belt and with assistance from dog services. Suspect charged with possession of stolen property, resisting arrest, driving while prohibited, flight from police, and four counts of failing to comply with previous release conditions.

January 14: 40 y.o. male arrested after report of being passed out in a parked truck on 100 Avenue in Morinville. Suspect was charged with possession of cocaine for the purpose of trafficking and for impaired driving by drugs.

January 17: Four adult suspects located by the RCMP Crime Reduction Team in possession of a stolen truck on the Alexander First Nation. Truck stolen from residence in Spruce Grove three weeks earlier. Suspects fled from police and were arrested near Legal after use of spike belt and with assistance from air services. All four occupants charged with possession of a stolen vehicle. Driver charged with flight from police. One passenger also charged with failing to comply with previous release conditions.

January 20: 36 y.o. male and 41 y.o. male arrested after report of a suspicious vehicle at a commercial property south of Gibbons in Sturgeon County. Police attended and found suspects attempting to break into property. One suspect charged with break and enter, four weapons related charges, and three charges of failing to comply with previous release conditions. Sentenced to 75 days in custody. Other suspect charged with break and enter, three counts of possessing stolen property, and seven weapons related charges. Sentenced to 90 days in custody.

February 23: 44 y.o. male, 49 y.o. female, and 59 y.o. male arrested during late night traffic stop in Gibbons. All three charged with possession of break-in instruments and failing to comply with previous release conditions. Once suspect sentenced to 60 days in custody, one suspect sentenced to five days in

custody, and one suspect had charges withdrawn by Crown.

February 28: 28 y.o. female and 34 y.o. male arrested in a stolen truck in Sturgeon County north of Riviere Qui Barre during a late night patrol. Suspects fled from police but were arrested soon after. Truck stolen a week earlier from hotel in Fort McMurray with the keys inside. Both suspects charged with possession of stolen vehicle, flight from police, resisting arrest, and failing to comply with previous release conditions. Male suspect sentenced to 90 days in custody, female suspect sentenced to 10 days in custody.

March 20: 33 y.o. male arrested in a stolen SUV during afternoon patrol in Legal. Vehicle stolen five days earlier from residence in Edmonton. Suspect charged with possessing stolen vehicle and stolen credit cards.

March 26: 42 y.o. male arrested during late night patrol in Gibbons. Roadside investigation led to charges of possessing fentanyl for the purpose of trafficking, altering a vehicle VIN, and failing to comply with a probation order.

March 26: 33 y.o. male arrested in a stolen SUV during a daytime patrol in Morinville. Vehicle was stolen from a residence in Morinville earlier that day while idling with the keys inside. Suspect was also in possession of tools stolen from a construction site. Suspect charged with two counts of possessing stolen property, one count of theft, and two counts of failing to comply with previous release conditions.

March 31: 29 y.o. male arrested in stolen truck during daytime patrol in Sturgeon County east of Morinville. Suspect attempted to flee but arrested soon after. Suspect charged with four counts of possessing stolen property, altering a vehicle VIN, flight from police, and drug possession.

# Community Engagement

- Policing Priority Consultations
- Coffee with Cop Sessions in Villeneuve, Legal, and Riviere Qui Barre
- School Resource Officer Program
  - Dodgeball Match on February 19
  - Pop with a Cop in Morinville on March 28
  - Oil Kings Hero of the Game on April 1
- Sturgeon Regional Positive Ticketing



# RCMP Morinville Detachment 2025/26 Policing Priorities

- 1. Property Crime Reduction
- 2. Community Engagement
- 3. Police Visibility



# 1. Property Crime Reduction

# Objective:

- 15 % annual reduction of Vehicle Thefts and Break and Enters

### **Initiatives:**

- Targeted Specialized Investigations
   Proactive projects led by GIS using covert investigations.
- Crime Prevention

  Public awareness and education sessions on theft prevention measures.
- Habitual Offender Management
  Organized monitoring of repeat property offenders. Efficient process for arrests.

# 2. Community Engagement

## Objective:

- Promoting positive engagement between police and community.

### **Initiatives:**

- School Engagement
  Increased School Resource Officer presence in all schools.
- Communications Strategy
   Monthly policing updates to the public, in collaboration with municipalities.
- Community Events
   Regular involvement in community events. Establishment of a Positive Ticketing program.
- Alexander First Nation
   Operations NCO to act as dedicated liaison to AFN and their specific needs.

# 3. Police Visibility

## Objective:

- Increased police visibility in public

### **Initiatives:**

- Joint Operations
   Collaboration with Municipal Enforcement, Military Police, and Alberta Sheriffs.
- RAVE Program
   Regular updates on incidents in progress along with weekly activity summaries.

# **Questions?**





### Morinville Provincial Detachment Crime Statistics (Actual) January to March: 2021 - 2025

All categories contain "Attempted" and/or "Completed"

April 3, 2025

CATEGORY	Trend	2021	2022	2023	2024	2025	% Change 2021 - 2025	% Change 2024 - 2025	Avg File +/- per Year
Offences Related to Death	$\wedge$	0	1	0	1	0	N/A	-100%	0.0
Robbery		4	0	0	0	1	-75%	N/A	-0.6
Sexual Assaults		12	10	9	2	5	-58%	150%	-2.2
Other Sexual Offences	~	7	4	6	2	1	-86%	-50%	-1.4
Assault	<u> </u>	42	31	37	50	40	-5%	-20%	1.5
Kidnapping/Hostage/Abduction	\ <u></u>	2	0	1	0	0	-100%	N/A	-0.4
Extortion	/	0	1	1	2	0	N/A	-100%	0.1
Criminal Harassment	<u>~</u>	12	7	17	12	12	0%	0%	0.5
Uttering Threats	<b>~</b>	13	9	17	12	8	-38%	-33%	-0.7
TOTAL PERSONS	<u> </u>	92	63	88	81	67	-27%	-17%	-3.2
Break & Enter	<u> </u>	25	17	34	34	16	-36%	-53%	-0.1
Theft of Motor Vehicle		14	17	17	19	21	50%	11%	1.6
Theft Over \$5,000		2	3	3	10	7	250%	-30%	1.7
Theft Under \$5,000	<u> </u>	43	32	32	47	31	-28%	-34%	-0.9
Possn Stn Goods	<b>~~</b>	28	11	25	15	29	4%	93%	0.6
Fraud	_	32	29	30	27	45	41%	67%	2.4
Arson		0	2	3	2	2	N/A	0%	0.4
Mischief - Damage To Property	~	30	33	45	23	24	-20%	4%	-2.2
Mischief - Other		37	20	20	23	28	-24%	22%	-1.5
TOTAL PROPERTY	<u> </u>	211	164	209	200	203	-4%	2%	2.0
Offensive Weapons	~	4	7	5	9	9	125%	0%	1.2
Disturbing the peace	<b>//</b>	5	11	3	13	15	200%	15%	2.2
Fail to Comply & Breaches	~/	17	22	36	15	66	288%	340%	9.1
OTHER CRIMINAL CODE		14	11	16	17	20	43%	18%	1.8
TOTAL OTHER CRIMINAL CODE		40	51	60	54	110	175%	104%	14.3
TOTAL CRIMINAL CODE	<b>\</b>	343	278	357	335	380	11%	13%	13.1



### **Morinville Provincial Detachment Crime Statistics (Actual)** January to March: 2021 - 2025

All categories contain "Attempted" and/or "C	ompleted"		_						April 3, 2025
CATEGORY	Trend	2021	2022	2023	2024	2025	% Change 2021 - 2025	% Change 2024 - 2025	Avg File +/- per Year
Drug Enforcement - Production		2	0	0	0	0	-100%	N/A	-0.4
Drug Enforcement - Possession		1	5	4	4	1	0%	-75%	-0.1
Drug Enforcement - Trafficking		4	2	2	2	1	-75%	-50%	-0.6
Drug Enforcement - Other		0	0	0	0	0	N/A	N/A	0.0
Total Drugs		7	7	6	6	2	-71%	-67%	-1.1
Cannabis Enforcement		0	0	0	0	0	N/A	N/A	0.0
Federal - General	<b>\</b>	5	2	0	3	3	-40%	0%	-0.3
TOTAL FEDERAL	<b>&gt;</b>	12	9	6	9	5	-58%	-44%	-1.4
Liquor Act	_	5	5	4	7	10	100%	43%	1.2
Cannabis Act	<b>~</b>	1	0	2	1	3	200%	200%	0.5
Mental Health Act		42	47	44	41	24	-43%	-41%	-4.2
Other Provincial Stats	~	52	52	47	78	45	-13%	-42%	1.2
Total Provincial Stats	~	100	104	97	127	82	-18%	-35%	-1.3
Municipal By-laws Traffic		2	5	0	0	0	-100%	N/A	-0.9
Municipal By-laws		7	5	4	4	7	0%	75%	-0.1
Total Municipal	>	9	10	4	4	7	-22%	75%	-1.0
Fatals		2	1	0	0	3	50%	N/A	0.1
Injury MVC	~	14	28	13	18	24	71%	33%	1.0
Property Damage MVC (Reportable)	<b>~</b>	73	114	80	73	64	-12%	-12%	-5.9
Property Damage MVC (Non Reportable)	<b>/</b>	21	33	15	25	40	90%	60%	3.0
TOTAL MVC	~	110	176	108	116	131	19%	13%	-1.8
Roadside Suspension - Alcohol (Prov)	<b>/</b>	6	15	9	12	12	100%	0%	0.9
Roadside Suspension - Drugs (Prov)		0	0	0	0	0	N/A	N/A	0.0
Total Provincial Traffic		844	596	605	477	509	-40%	7%	-78.9
Other Traffic		6	6	4	1	0	-100%	-100%	-1.7
Criminal Code Traffic	/	33	23	15	17	15	-55%	-12%	-4.2
Common Police Activities									
False Alarms	~	18	23	14	19	23	28%	21%	0.6
False/Abandoned 911 Call and 911 Act		25	0	1	5	14	-44%	180%	-1.7
Suspicious Person/Vehicle/Property		154	96	108	111	106	-31%	-5%	-8.1
Persons Reported Missing	<b>/</b>	4	11	8	11	9	125%	-18%	1.0
Search Warrants	$\setminus \wedge$	1	0	0	1	0	-100%	-100%	-0.1
Spousal Abuse - Survey Code (Reported)	~	48	56	52	41	54	13%	32%	-0.3
Form 10 (MHA) (Reported)	<b>\</b>	8	1	3	1	1	-88%	0%	-1.4



Monthly Administrative Report | May 2025

### News | Projects | Events

#### News

- The Electronic Highway Sign (located on private property) will be decommissioned this month to make way for a new development on the highway frontage.
- The Town of Bon Accord will be hosting fireworks again this year as part of Canada Day celebrations. Event details are now available on the Town website (<u>www.bonaccord.ca</u>).
- Check out Music in the Park: 2025 Summer Line Up now posted on the Town website. Thank you to this year's sponsors Pembina Pipelines, Wolf Pipeline Inc., Fortis Alberta.
- Thank you to Fortis Alberta for generously donating the food drive bags for this year's Stuff A Bus event for the Bon Accord/Gibbons Food Bank.
- Welcome to the summer students' staff that will be joining our team this year,
   Riley McRobbie, Julia Michalczyk, Kayleigh Dixon, and Annabelle Romanowski
- Thank you to the Edmonton Community Foundation for approving our grant application of \$17,000 for our Rooted in Wellness Community Dinner and Education Series. We appreciate their support of this important initiative.

#### **Projects**

54<sup>th</sup> Avenue Road Project, Street Sweeping, Line Painting and Crack Sealing

#### Events & Programs

- Volunteer Appreciation April 30<sup>th</sup> the event was a success to honour and recognize our volunteers. 40 people attended.
- May 6<sup>th</sup> The Rooted in Wellness Event, Managing Mental Health with Sherwood Park PCN, was cancelled due to low interest.
- May 14<sup>th</sup> Bike Rodeo at the Bon Accord Arena; this event has been postponed due to the wildfire in the area. Our partners at the RCMP, Fire Department, and Sturgeon County have all been working on the front line of the fire. A new date will be announced once we have one.
- May 15<sup>th</sup> Stuff-a-Bus food bank fundraiser, All day at the Town Office/Library parking lot. We collected 1,209 pounds of food and \$750.05 of cash/cheque donations. Last year we received 2,000 pounds of food and \$230 in cash donations.
- May 17<sup>th</sup> 2<sup>nd</sup> Ready, Set, Adult Session: Life Skills

#### **Key Meetings**

- Monthly Staff Safety Meeting
- Leadership Team Meeting
- All Staff Meeting

#### Conferences and Training

- April 22-25 AMCA Conference (Scholarship) – Legislative Services and Communications Supervisor
- May 13-16 Society of Local Government Managers Conference – Town Manager



Monthly Administrative Report | May 2025

### Department Highlights

#### Administration | Town Manager

- Town staff, including the Town Manager, have been actively supporting the regional emergency management response to the ongoing wildfire event. Throughout this period, staff have worked collaboratively to maintain essential municipal services and ensure business continuity, while also fulfilling the Town's role as a key partner in the regional response effort.
- An All-Staff Team Meeting was held on May 1st, 2025. Staff reviewed information about the upcoming election, general organizational updates and health and safety information.
- Approval of the first engineering work project for the 54<sup>th</sup> Avenue project has been confirmed with the Town's engineers.
- The first stage of the stormwater park work has been approved and is underway including land acquisition negotiations.
- Working on comparative information as requested by Council for the Council Remuneration Policy update and other policies such as the Ice Allocation Policy.
- Finalization of the CNN Spurs Advertising Agreement has been completed for review by Council.
- Continuing to support development projects as needed.

#### Community Services

- The Family and Community Support Services Association of Alberta's (FCSSAA) annual report was submitted by the deadline of April 30th. A copy of the final report has been attached to this report for review.
- The Easter Egg Hunt was a success as always, with 130 in attendance.
- The first Ready, Set, Adult session was held on Saturday, April 26th at the library on Financial Literacy. We look forward to continuing to support the learning and growth of the youth in our community.
- We did not receive the \$5,000 Healthy Community Grant submitted for summer programs to be able to provide healthy snacks, meals, and recipe planning for youth during summer programs. The Alberta Recreation and Parks Association received 99 applications and were only able to support 7.
- Staff were successful in our grant application to the Edmonton Community Foundation for our Rooted in Wellness Community Dinner and Education Series. We will receive \$17,000 towards our program funding, which will include monthly dinners and different educational and wellness sessions to bring residents together and increase well-being. The sessions will be held at the Community Hall. This program is similar to the past Find Your Village events, which we have held successfully in collaboration with SHINE and HYPE; however, due to funding, the program's continuation was not ensured. We extend a huge thank you to the Edmonton Community Foundation for their support of this initiative.



#### Monthly Administrative Report | May 2025

 Our Summer Recreation program Coordinator started on May 5<sup>th</sup> and our Summer Recreation Program Assistant will begin May 26<sup>th</sup> working two days a week Mondays and Fridays until June 20<sup>th</sup>, after which she will be full time until the end of the summer season.

#### Corporate Services

- The Statement of Financial Expenditure Reports (SFES) for the Canada Community Building Fund (CCBF), Local Government Fiscal Funding (LGFF), and carry-forward Municipal Sustainability Initiative (MSI) have all been submitted for the deadline of May 1<sup>st</sup>.
- The auditor submitted our Financial Information Return on May 1<sup>st</sup>.
- Staff are obtaining quotes to renew the copier/mail machine lease within the approved budget. The current lease expires this year.
- Staff are working on the tax notices and the tax information newsletter.

#### Economic Development | Safe Communities

- Collaborated with Legislative Services and CAO to assist with missing information on the Bees and Hen Keeping Applications.
- Assisted Community Services Coordinator to secure raffle prizes for the upcoming Bike Rodeo. Successfully obtaining donations worth \$140.00 including three \$25 gift cards from Source for Sports, two brand new youth bike helmets from Sportchek, three bike bells from Sportchek.
- Made significant progress on the finalization of the Investment Attraction Magazine, with mapping being the only content remaining for completion.
- Continued distributing the Community Asset Sponsorship Package to organizations across Canada, Alberta and the surrounding region that support community sponsorship and investment initiatives.
- Completed three courses through Bloom to support continued learning and development.
- Participated in the Sturgeon Regional Positive Ticketing meeting, securing 50 Tim
  Hortons coupons to distribute as part of the program benefiting Bon Accord
  residents. The program is now underway.
- Coordinated and organized upcoming Pop with a Cop event with RCMP, scheduled for June 13<sup>th</sup> in the Lillian Schick school gymnasium.
- Engaged with CN's Business Development Manager to explore a potential town tour, tentatively planned within the next month upon his visit to Edmonton.
- Continuing development outreach via research and emails.

#### Operations | Public Works

- Public Works and Parks staff have been busy prepping equipment and have now started the regular summer maintenance season.
- Spring street sweeping has been completed throughout town.



#### Monthly Administrative Report | May 2025

- The annual asphalt crack sealing program has started. As a trial this year, staff
  are applying a detergent/water mixture over the crack sealant material to reduce
  the material from sticking to tires before it cures. Previously we used coarse
  sand and, although it did the job, it was more expensive, labor intensive, and
  added debris to our newly swept streets.
- Annual line painting will be happening by the end of May.
- Extra material was added to numerous alleys in Town. Due to an abundant supply of asphalt millings at the lagoon site, this material was used instead of purchasing 3/4" crushed gravel. Asphalt millings from our last few years' road rehab programs provide excellent media to use on alleys as it produces less dust than gravel and overtime packs to provide a firmer base. Any extra-large pieces that made their way onto the alleys have been cleaned up.
- Seasonal mowing, parks maintenance and sportsgrounds duties are well underway. Soccer and baseball seasons have started, and staff are busy with line marking, dragging diamonds, and mowing and litter.
- Two summer staff started in the Parks and Rec. Dept on May 5.
- The Town Clean-Up was held on May 9 with students from the schools collecting loose litter around town. Thanks for their efforts to keep our town tidy.
- Hanging flower baskets have been ordered.
- The annual Compost Give-Away and Electronics round-up was held on May 10.
   Thanks go out to Mayor Holden and Councilor Larson for rolling up their sleeves and helping shovel compost for residents!
- A complete inspection of the arena roof was conducted with a comprehensive report to follow. It will show any issues to be dealt with and help in decisions as to the next phases of the arena rehab.
- Due to the trailer being moved in beside the firehall, signs indicating "fire fighter parking" on the west side of 51<sup>St</sup> St. have been relocated to allow for more space. A couple new signs have been ordered to help indicate the "fire fighter only" parking.
- Repairs have been completed to the overhead bay doors at the firehall. The
  sewer lines under the firehall and Town office were scoped by staff with a rented
  sewer camera. The work was completed, and it was determined that there were
  no significant issues to address. The cost of the project was kept to a 1-day
  camera rental fee of \$200.00.
- The development and building permits for the Public Works salt/sand storage facility have been initiated, the ground prepared and the building should commence construction by the end of the month.

#### Attachments

- Town Manager:
  - Action List
  - Speed Sign Report
- Corporate Services Manager:



Monthly Administrative Report | May 2025

- Variance Report
- o FCSSAA Annual Report
- Legislative Services & Communications Supervisor:
  - Advance Vote and Election Day Locations





# Town Manager Action List

**Date**: May 20<sup>th</sup>, 2025

Reporting Period: April 16<sup>th</sup> – May 20<sup>th</sup>, 2025

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

## **ACTON ITEM LIST:**

Action Item	Status
Roseridge Waste Management Services Commission Council resolved to direct administration to enter into conversations with Roseridge Waste Management Services Commission to explore coordinating waste collection across the region.	In-Progress Staff met with the Manager of Roseridge and an engagement specialist to explore regional waste collection opportunities on May 05 <sup>th</sup> , 2025.
Economic Development Regional Working Group Council approves the Terms of Reference for the Regional Economic Development Working Group as presented.	Complete The first meeting of the Economic Development Working Group was scheduled for May 15 <sup>th</sup> , 2025. The meeting was postponed and will be rescheduled.
Plan 9022300 Lot 2 – FOIP Act Section 16 Disclosure harmful to business interests of the third party, Section 24 Advice from officials, and Section 27 Privileged information Council accepts the information presented by the Town Manager and directs the administration to prepare and bring back further estimates for detailed consideration and review at the next meeting.	Complete
Engineering Study Fees Resolved that Council directs administration to include the engineering study fees in the final 2025 proposed budget for Council review per resolution 24-355.	Complete The engineering study for Spruce Meadow Lane was included in the final 2025 budget. The agreement with MPE has been signed.

Joint Use and Planning Agreement – FOIP Act Section 21 Disclosure harmful to intergovernmental relations and 24 Advice from officials  Council recognizes the value of accessible community spaces but maintains its stance on the inefficiencies and complexities associated with booking school facilities due to ownership, operational, and legal considerations AND FURTHER THAT Council instructs administration to negotiate the terms of the Joint Use and Planning Agreement and return with a draft agreement for Council's review.	May 20 <sup>th</sup> , 2025, RCM
Playgrounds for a Brighter Future – Zip Line Council defers this item until the Council meeting after the next Parks and Trails Committee.	The next Parks and Trails Committee Meeting is being scheduled in June.
Land Sale Negotiations – FOIP Act Section 16 Disclosure harmful to business interests of a third party, Section 24 Advice from officials, and Section 25 Disclosure harmful to economic and other interests of a public body Council accepts the information presented and approves the land value appraisal cost of \$3500 to be funded by the Stormwater System Projects Reserve Fund.	Completed The land appraisal has been completed.
Intermunicipal Collaboration Framework Agreement – FOIP Act Section 21 Disclosure harmful to intergovernmental relations Council approves the proposed Recreation Cost Share Agreement (2026 – 2030) with Sturgeon County and directs the Mayor and CAO to sign this agreement on behalf of the Town.	Complete
Digital Signs Council direct administration to remove the highway sign located at 4706 - 51 Street (old liquor store location) at a cost of no more than \$3000.00 + GST with funds allocated from the Gateway Plan Reserve and to store the sign at public works until Council can decide otherwise.  MOTION TO AMEND COUNCILLOR BIDNEY MOVED to amend the motion on the floor to dispose of the sign. 1 Opposed	The removal and disposal of the digital highway sign is planned to take place before the end of May.

Councillor Laing Motion – School Bus Stop Lights Council directs administration to bring this topic back to the next Committee of the Whole meeting for discussion.	Complete April 23 <sup>rd</sup> , 2025, Committee of the Whole Meeting
FCM Grant Matching Funds Council approves an additional \$100,000 in matching funds for the Federation of Canadian Municipalities Implementation Projects: Adaptation in Action grant program (NA2 Nautilus Pond Phase Project), bringing the total approved matching fund contribution to \$200,000, as per resolution #24-301 and that these funds will be allocated from the General Reserve AND FURTHER THAT Council directs the Town Manager to sign the grant agreement for this funding.	Administration has not yet received the agreement from FCM.
Council Remuneration Policy (Res. #25-151) Council Remuneration Policy be adopted without the in-town meeting per diems with the terminology changes as discussed AND FURTHER THAT Council direct administration to bring back the policy to the next Regular Council Meeting.	Complete
Council Remuneration Policy (Res. #25-173) Council directs administration to leave the Council Remuneration Policy as originally stated and inquire with neighboring municipalities to bring back further information on how they handle different event per diems.	May 20 <sup>th</sup> RCM
Sand and Salt Storage Facility Resolved that Council directs administration to proceed with the construction of the sea can structure, for the cost of up to \$25,000.00 to be funded from the Canada Community Building Fund.	Complete—the structure has been ordered. Permits in progress
Presentation of 2024 Financial Statements Council approves the 2024 audited financial statements as presented and FURTHER THAT Council directs administration to bring back recommendations regarding the unrestricted surplus.	June 3, 2025, RCM
Sewer Camera Council directs administration to rent the necessary equipment allowing town staff to conduct the inspection and that pending the results that Council directs administration to plan for estimated cost of camera work in 2026 if necessary.	Complete

Alberta Community Partnership (ACP) Grant	Complete
Agreement Council directs Mayor Holden and Town Manager Brown to sign the 2024/25 Alberta Community Partnership (ACP) Intermunicipal Collaboration conditional grant agreement (CGA) and proceed with the grant application process.	Complete
Local Procurement Council direct the Town of Bon Accord to develop a "Canada First" procurement practice as per the attached Town of Lamont RFD and direct administration to take the necessary steps to put this into place and bring back changes required to the Purchasing Policy.	June 3, 2025, RCM
Elected Officials Orientation and Training: Post Election 2025 Council directs administration to bring back at the first meeting in June.	June 03 <sup>rd</sup> , 2025 RCM
Nature-Based Stormwater Project Council approved engaging Magna Engineering Services to work on a Nature-Based Stormwater Park and to continue working on grant funding opportunities, capital planning, and landowner negotiations as required for this project.	On-going
Special Invitation Town of Redwater BBQ Council direct administration to look into the budget to see if 3 Councillors can attend and let Redwater know.	This event was postponed.
Lilian Schick School Track Fence Proposal Council does not approve the allocation of cost share funding at this time and directs administration to advise the school board of this decision.	Lilian Schick School has been advised.
Regional Housing Needs Assessment Council endorse Bon Accord's participation in the regional housing needs assessment proposed by the Sturgeon Regional Partnership, contingent on securing grant funding.	Administration has advised the SRP group of this decision and the partner municipalities.
Proposed Park Renaming Survey Results COUNCILLOR MAY MOVED THAT Council accepts this report as information and directs administration to investigate the cost of signage for said parks.	June 17 <sup>th</sup> , RCM

Fire Services Agreement Addendum – FOIP Act Section 21 Disclosure harmful to intergovernmental relations, Section 24 Advice from officials, Section 27 Privileged information Council directs the Town Manager to finalize the addendum without adding utility costs and remove parking requirements. This will be reviewed in one-years' time.	In-Progress
Land Purchase – FOIP Act Section 16 Disclosure harmful to business interests of a third party, Section 24 Advice from officials, and Section 25 Disclosure harmful to economic and other interests of a public body Council directs administration to engage Alison Espetveidt of Lidstone Barristers and Solicitors to negotiate the purchase of land for the stormwater project on behalf of the Town.	Complete
Plan 9022300 Lot 2 – FOIP Act Section 16 Disclosure harmful to business interests of the third party, Section 24 Advice from officials, and Section 27 Privileged Information Council approves an additional \$13,000 to be funded by the General Reserve for the cost of environmental site testing prior to development.	Complete
Alberta Transportation Request – FOIP Act Section 16 Disclosure harmful to business interests of a third party, Section 21 Disclosure harmful to intergovernmental relations, and Section 24 Advice from officials Council authorize Mayor Holden to sign the attached letter committing the Town of Bon Accord to include planning for the future closure of 51st Street and Highway 28 in the next update of the Town's Transportation Master Plan, and that administration forward this letter to Alberta Transportation and Economic Corridors in conjunction with ongoing redevelopment planning for this property.	Complete

# **Custom Report**

Location: Traffic Logix State/Province: AB

Address: 5222 44st Postal Code/ZIP: T0a0k0

City: Bon Accord

Report Period: 2024-10-28 to 2025-05-01



		Total Vehicle Count	Posted Speed Limit	Tolerated Speed	Number of Speed Limit Violations	Number of Vehicles Respecting Limit	Number of Vehicles inside Tolerated Range
2024-10-28	00:00:00	426	30	31	<sup>H</sup> 201	225	0
2024-10-29	00:00:00	354	30	31	120	234	0
2024-10-30	00:00:00	332	30	31	114	218	0
2024-10-31	00:00:00	375	30	31	125	250	0
2024-11-01	00:00:00	315	30	31	109	206	0
2024-11-02	00:00:00	415	30	31	101	314	0
2024-11-03	00:00:00	122	30	31	94	28	0
2024-11-04	00:00:00	355	30	31	119	236	0
2024-11-05	00:00:00	426	30	31	93	333	0
2024-11-06	00:00:00	285	30	31	103	182	0
2024-11-07	00:00:00	332	30	31	95	237	0
2024-11-08	00:00:00	357	30	31	116	241	0
2024-11-09	00:00:00	142	30	31	99	43	0
2024-11-10	00:00:00	144	30	31	88	56	0
2024-11-11	00:00:00	160	30	31	88	72	0
2024-11-12	00:00:00	137	30	31	81	56	0
2024-11-13	00:00:00	150	30	31	107	43	0
2024-11-14	00:00:00	154	30	31	102	52	0
2024-11-15	00:00:00	126	30	31	79	47	0
2024-11-16	00:00:00	170	30	31	121	49	0
2024-11-17	00:00:00	126	30	31	92	34	0
2024-11-18	00:00:00	310	30	31	96	214	0
2024-11-19	00:00:00	354	30	31	102	252	0
2024-11-20	00:00:00	802	30	31	101	701	0
2024-11-21	00:00:00	323	30	31	101	222	0
2024-11-22	00:00:00	301	30	31	113	188	0
2024-11-23	00:00:00	1,193	30	31	76	1,117	0
2024-11-24	00:00:00	169	30	31	74	95	0
2024-11-25	00:00:00	400	30	31	93	307	0
2024-11-26	00:00:00	393	30	31	97	296	0
2024-11-27	00:00:00	421	30	31	96	325	0
2024-11-28	00:00:00	519	30	31	92	427	0
2024-11-29	00:00:00	361	30	31	112	249	0

		% of Speed Limit Violations	% of Vehicles Respecting Limit	% Vehicles in Tolerated Range	Average Vehicle Speed	Maximum Speed	Minimum Speed
2024-10-28	00:00:00	47	53	0	30	62	5
2024-10-29	00:00:00	34	66	0	28	63	6
2024-10-30	00:00:00	34	66	0	27	79	6
2024-10-31	00:00:00	33	67	0	27	68	7
2024-11-01	00:00:00	35	65	0	28	65	6
2024-11-02	00:00:00	24	76	0	24	73	7
2024-11-03	00:00:00	н 77	23	0	н 40	65	6
2024-11-04	00:00:00	34	66	0	27	70	5
2024-11-05	00:00:00	22	78	0	25	64	5
2024-11-06	00:00:00	36	64	0	28	68	5
2024-11-07	00:00:00	29	71	0	27	95	6
2024-11-08	00:00:00	32	68	0	27	63	6
2024-11-09	00:00:00	70	30	0	37	97	16
2024-11-10	00:00:00	61	39	0	35	79	15
2024-11-11	00:00:00	55	45	0	33	65	15
2024-11-12	00:00:00	59	41	0	34	61	10
2024-11-13	00:00:00	71	29	0	37	86	15
2024-11-14	00:00:00	66	34	0	36	81	15
2024-11-15	00:00:00	63	37	0	37	75	15
2024-11-16	00:00:00	71	29	0	38	78	15
2024-11-17	00:00:00	73	27	0	37	65	16
2024-11-18	00:00:00	31	69	0	27	62	5
2024-11-19	00:00:00	29	71	0	26	71	5
2024-11-20	00:00:00	13	87	0	21	60	6
2024-11-21	00:00:00	31	69	0	27	70	6
2024-11-22	00:00:00	38	62	0	28	74	7
2024-11-23	00:00:00	6	94	0	17	70	7
2024-11-24	00:00:00	44	56	0	28	58	15
2024-11-25	00:00:00	23	77	0	24	58	7
2024-11-26	00:00:00	25	75	0	24	63	6
2024-11-27	00:00:00	23	77	0	24	62	5
2024-11-28	00:00:00	18	82	0	23	66	6
2024-11-29	00:00:00	31	69	0	27	74	6

		Total Vehicle Count	Posted Speed Limit	Tolerated Speed	Number of Speed Limit Violations	Number of Vehicles Respecting Limit	Number of Vehicles inside Tolerated Range
2024-11-30 00	0:00:00	117	30	31	84	33	0
2024-12-01 00	0:00:00	486	30	31	87	399	0
2024-12-02 00	0:00:00	246	30	31	90	156	0
2024-12-03 00	0:00:00	318	30	31	103	215	0
2024-12-04 00	0:00:00	1,026	30	31	93	933	0
2024-12-05 00	0:00:00	307	30	31	93	214	0
2024-12-06 00	0:00:00	292	30	31	91	201	0
2024-12-07 00	0:00:00	130	30	31	88	42	0
2024-12-08 00	0:00:00	117	30	31	81	36	0
2024-12-09 00	0:00:00	315	30	31	76	239	0
2024-12-10 00	0:00:00	567	30	31	76	491	0
2024-12-11 00		373	30	31	84	289	0
2024-12-12 00	0:00:00	324	30	31	89	235	0
2024-12-13 00		303	30	31	113	190	0
2024-12-14 00	0:00:00	121	30	31	88	33	0
2024-12-15 00		102	30	31	78	24	0
2024-12-16 00	0:00:00	626	30	31	101	525	0
2024-12-17 00	0:00:00	359	30	31	94	265	0
2024-12-18 00	0:00:00	1,340	30	31	71	1,269	0
2024-12-19 00	0:00:00	429	30	31	104	325	0
2024-12-20 00		818	30	31	109	709	0
2024-12-21 00		116	30	31	85	31	0
2024-12-22 00	0:00:00	128	30	31	83	45	0
2024-12-23 00		150	30	31	103	47	0
2024-12-24 00		144	30	31	104	40	0
2024-12-25 00		95	30	31	66	29	0
2024-12-26 00		107	30	31	77	30	0
2024-12-27 00		131	30	31	91	40	0
2024-12-28 00		117	30	31	79	38	0
2024-12-29 00		107	30	31	67	40	0
2024-12-30 00		139	30	31	79	60	0
2024-12-31 00		152	30	31	111	41	0
2025-01-01 00		122	30	31	81	41	0
2025-01-02 00		818	30	31	83	735	0
2025-01-03 00		270	30	31	97	173	0
2025-01-04 00		183	30	31	76	107	0
2025-01-05 00		99	30	31	75	24	0
2025-01-06 00		443	30	31	106	337	0
2025-01-07 00	0:00:00	307	30	31	89	218	0

		% of Speed Limit Violations	% of Vehicles Respecting Limit	% Vehicles in Tolerated Range	Average Vehicle Speed	Maximum Speed	Minimum Speed
2024-11-30 00:0	00:00	72	28	0	36	59	15
2024-12-01 00:0	00:00	18	82	0	22	78	15
2024-12-02 00:0	00:00	37	63	0	28	64	6
2024-12-03 00:0	00:00	32	68	0	27	62	5
2024-12-04 00:0		9	91	0	20	255	6
2024-12-05 00:0		30	70	0	26	71	7
2024-12-06 00:0		31	69	0	27	58	6
2024-12-07 00:0		68	32	0	36	68	16
2024-12-08 00:0		69	31	0	34	58	15
2024-12-09 00:0		24	76	0	25	64	6
2024-12-10 00:0		13	87	0	21	59	6
2024-12-11 00:0		23	77	0	24	57	5
2024-12-12 00:0		27	73	0	26	72	7
2024-12-13 00:0		37	63	0	28	80	6
2024-12-14 00:0		73	27	0	36	71	15
2024-12-15 00:0		76	24	0	38	70	16
2024-12-16 00:0		16	84	0	22	72	6
2024-12-17 00:0		26	74	0	25	56	5
2024-12-18 00:0		5	95	0	19	58	6
2024-12-19 00:0		24	76	0	23	59	6
2024-12-20 00:0		13	87	0	21	73	6
2024-12-21 00:0 2024-12-22 00:0		73	35	0	36	58	15 15
2024-12-23 00:0		65 69	31	0	35 35	63	15
2024-12-23 00:0		72	28	0	37	66	15
2024-12-25 00:0		69	31	0	37	81	15
2024-12-26 00:0		72	28	0	37	67	14
2024-12-27 00:0		69	31	0	35	74	15
2024-12-28 00:0		68	32	0	36	67	11
2024-12-29 00:0		63	37	0	33	58	11
2024-12-30 00:0		57	43	0	33	62	15
2024-12-31 00:0	00:00	73	27	0	36	72	12
2025-01-01 00:0		66	34	0	35	68	16
2025-01-02 00:0	00:00	10	90	0	19	54	8
2025-01-03 00:0	00:00	36	64	0	26	70	15
2025-01-04 00:0	00:00	42	58	0	28	65	13
2025-01-05 00:0	00:00	76	24	0	37	64	16
2025-01-06 00:0	00:00	24	76	0	24	56	6
2025-01-07 00:0	00:00	29	71	0	26	65	6

	Total Vehicle Count	Posted Speed Limit	Tolerated Speed	Number of Speed Limit Violations	Number of Vehicles Respecting Limit	Number of Vehicles inside Tolerated Range
2025-01-08 00:00:00	294	30	31	91	203	0
2025-01-09 00:00:00	282	30	31	92	190	0
2025-01-10 00:00:00	333	30	31	115	218	0
2025-01-11 00:00:00	161	30	31	91	70	0
2025-01-12 00:00:00	116	30	31	65	51	0
2025-01-13 00:00:00	331	30	31	112	219	0
2025-01-14 00:00:00	292	30	31	101	191	0
2025-01-15 00:00:00	319	30	31	94	225	0
2025-01-16 00:00:00	376	30	31	92	284	0
2025-01-17 00:00:00	441	30	31	85	356	0
2025-01-18 00:00:00	729	30	31	72	657	0
2025-01-19 00:00:00	180	30	31	85	95	0
2025-01-20 00:00:00	316	30	31	93	223	0
2025-01-21 00:00:00	283	30	31	94	189	0
2025-01-22 00:00:00	308	30	31	97	211	0
2025-01-23 00:00:00	301	30	31	94	207	0
2025-01-24 00:00:00	261	30	31	91	170	0
2025-01-25 00:00:00	98	30	31	73	25	0
2025-01-26 00:00:00	109	30	31	79	30	0
2025-01-27 00:00:00	266	30	31	84	182	0
2025-01-28 00:00:00	259	30	31	84	175	0
2025-01-29 00:00:00	252	30	31	89	163	0
2025-01-30 00:00:00	1,339	30	31	96	1,243	0
2025-01-31 00:00:00	1,985	30	31	92	1,893	0
2025-02-01 00:00:00		30	31	97	388	0
2025-02-02 00:00:00	97	30	31	60	37	0
2025-02-03 00:00:00		30	31	87	319	0
2025-02-04 00:00:00		30	31	87	290	0
2025-02-05 00:00:00		30	31	87	214	0
2025-02-06 00:00:00		30	31	82	162	0
2025-02-07 00:00:00		30	31	98	133	0
2025-02-08 00:00:00		30	31	87	89	0
2025-02-09 00:00:00		30	31	101	285	0
2025-02-10 00:00:00		30	31	81	314	0
2025-02-11 00:00:00		30	31	109	204	0
2025-02-12 00:00:00		30	31	101	227	0
2025-02-13 00:00:00		30	31	92	248	0
2025-02-14 00:00:00		30	31	101	373	0
2025-02-15 00:00:00	242	30	31	93	149	0

		% of Speed Limit Violations	% of Vehicles Respecting Limit	% Vehicles in Tolerated Range	Average Vehicle Speed	Maximum Speed	Minimum Speed
2025-01-08	00:00:00	31	69	0	27	67	6
2025-01-09	00:00:00	33	67	0	27	61	6
2025-01-10	00:00:00	35	65	0	28	64	7
2025-01-11	00:00:00	57	43	0	32	61	15
2025-01-12	00:00:00	56	44	0	34	64	15
2025-01-13	00:00:00	34	66	0	27	61	7
2025-01-14	00:00:00	35	65	0	28	68	5
2025-01-15		29	71	0	26	59	6
2025-01-16	00:00:00	24	76	0	24	60	6
2025-01-17	00:00:00	19	81	0	23	82	6
2025-01-18	00:00:00	10	90	0	19	70	13
2025-01-19	00:00:00	47	53	0	30	64	15
2025-01-20		29	71	0	26	63	8
2025-01-21		33	67	0	27	60	7
2025-01-22		31	69	0	26	57	5
2025-01-23		31	69	0	27	69	7
2025-01-24	00:00:00	35	65	0	27	55	6
2025-01-25		74	26	0	36	54	16
2025-01-26		72	28	0	38	61	15
2025-01-27		32	68	0	27	61	6
2025-01-28		32	68	0	28	57	6
2025-01-29		35	65	0	27	57	5
2025-01-30		7	93	0	19	69	7
2025-01-31		5	95	0	19	54	5
2025-02-01		20	80	0	23	55	9
2025-02-02		62	38	0	32	64	15
2025-02-03		21	79	0	23	66	5
2025-02-04		23	77	0	24	58	6
2025-02-05		29	71	0	26	58	6
2025-02-06		34	66	0	26	63	7
2025-02-07		42	58	0	28	64	15
2025-02-08		49	51	0	31	71	8
2025-02-09		26	74	0	24	71	14
2025-02-10		21	79	0	23	60	6
2025-02-11		35	65	0	27	66	5
2025-02-12		31	69	0	26	63	6
2025-02-13		27	73	0	25	57	6
2025-02-14		21	79	0	23	59	5
2025-02-15	00:00:00	38	62	0	28	66	15

		Total Vehicle Count	Posted Speed Limit	Tolerated Speed	Number of Speed Limit Violations	Number of Vehicles Respecting Limit	Number of Vehicles inside Tolerated Range
2025-02-16	00:00:00	331	30	31	84	247	0
2025-02-17	00:00:00	189	30	31	74	115	0
2025-02-18	00:00:00	351	30	31	99	252	0
2025-02-19	00:00:00	408	30	31	106	302	0
2025-02-20	00:00:00	392	30	31	95	297	0
2025-02-21	00:00:00	258	30	31	88	170	0
2025-02-22	00:00:00	154	30	31	117	37	0
2025-02-23		122	30	31	89	33	0
2025-02-24		260	30	31	79	181	0
2025-02-25		294	30	31	108	186	0
2025-02-26	00:00:00	276	30	31	101	175	0
2025-02-27		270	30	31	84	186	0
2025-02-28		319	30	31	96	223	0
2025-03-01		239	30	31	96	143	0
2025-03-02		134	30	31	92	42	0
2025-03-03		313	30	31	90	223	0
2025-03-04	00:00:00	319	30	31	85	234	0
2025-03-05		303	30	31	90	213	0
2025-03-06	00:00:00	302	30	31	62	240	0
2025-03-07		286	30	31	86	200	0
2025-03-08		131	30	31	99	32	0
2025-03-09		125	30	31	51	74	0
2025-03-10		150	30	31	69	81	0
2025-03-11		318	30	31	73	245	0
2025-03-12		428	30	31	96	332	0
2025-03-13		433	30	31	72	361	0
2025-03-14		363	30	31	108	255	0
2025-03-15		123	30	31	70	53	0
2025-03-16		196	30	31	91	105	0
2025-03-17		313	30	31	82	231	0
2025-03-18		304	30	31	96	208	0
2025-03-19		346	30	31	101	245	0
2025-03-20		314	30	31	112	202	0
2025-03-21		131	30	31	86	45	0
2025-03-22		143	30	31	87	56	0
2025-03-23		126	30	31	83	43	0
2025-03-24		153	30	31	89	64	0
2025-03-25		144	30	31	89	55	0
2025-03-26	00:00:00	232	30	31	73	159	0

	% of Speed Limit Violations	% of Vehicles Respecting Limit	% Vehicles in Tolerated Range	Average Vehicle Speed	Maximum Speed	Minimum Speed
2025-02-16 00:00:00	25	75	0	25	58	15
2025-02-17 00:00:00	39	61	0	28	74	15
2025-02-18 00:00:00	28	72	0	25	69	6
2025-02-19 00:00:00	26	74	0	25	63	7
2025-02-20 00:00:00		76	0	25	63	6
2025-02-21 00:00:00		66	0	28	62	7
2025-02-22 00:00:00	-	24	0	37	62	10
2025-02-23 00:00:00		27	0	36	81	15
2025-02-24 00:00:00		70	0	27	64	5
2025-02-25 00:00:00		63	0	28	57	6
2025-02-26 00:00:00		63	0	28	62	6
2025-02-27 00:00:00		69	0	27	90	6
2025-02-28 00:00:00		70	0	27	89	6
2025-03-01 00:00:00		60	0	29	64	6
2025-03-02 00:00:00		31	0	35	59	5
2025-03-03 00:00:00		71	0	26	59	5
2025-03-04 00:00:00		73	0	26	55	6
2025-03-05 00:00:00		70	0	27	63	6
2025-03-06 00:00:00 2025-03-07 00:00:00		79 70	0	25 27	57	5
2025-03-08 00:00:00		24	0	37	73	6
2025-03-09 00:00:00		59	0	29	73	7
2025-03-10 00:00:00		54	0	30	63	15
2025-03-11 00:00:00		77	0	25	66	7
2025-03-12 00:00:00		78	0	23	60	7
2025-03-13 00:00:00	<b>+</b>	83	0	21	57	7
2025-03-14 00:00:00	30	70	0	26	60	6
2025-03-15 00:00:00	57	43	0	34	66	15
2025-03-16 00:00:00	46	54	0	29	62	12
2025-03-17 00:00:00	26	74	0	26	64	6
2025-03-18 00:00:00	32	68	0	27	61	5
2025-03-19 00:00:00	29	71	0	27	69	5
2025-03-20 00:00:00	36	64	0	28	59	5
2025-03-21 00:00:00	66	34	0	35	80	13
2025-03-22 00:00:00	61	39	0	33	59	7
2025-03-23 00:00:00	66	34	0	34	56	15
2025-03-24 00:00:00	58	42	0	35	80	15
2025-03-25 00:00:00		38	0	34	55	15
2025-03-26 00:00:00	31	69	0	26	81	15

		Total Vehicle Count	Posted Speed Limit	Tolerated Speed	Number of Speed Limit Violations	Number of Vehicles Respecting Limit	Number of Vehicles inside Tolerated Range
2025-03-27	00:00:00	<sup>н</sup> 3,191	30	31	82	н 3,109	0
2025-03-28	00:00:00	1,153	30	31	91	1,062	0
2025-03-29	00:00:00	145	30	31	97	48	0
2025-03-30	00:00:00	137	30	31	84	53	0
2025-03-31	00:00:00	329	30	31	85	244	0
2025-04-01	00:00:00	338	30	31	112	226	0
2025-04-02	00:00:00	290	30	31	95	195	0
2025-04-03	00:00:00	323	30	31	86	237	0
2025-04-04	00:00:00	347	30	31	125	222	0
2025-04-05	00:00:00	186	30	31	119	67	0
2025-04-06	00:00:00	127	30	31	85	42	0
2025-04-07	00:00:00	346	30	31	98	248	0
2025-04-08	00:00:00	305	30	31	82	223	0
2025-04-09	00:00:00	313	30	31	95	218	0
2025-04-10	00:00:00	295	30	31	85	210	0
2025-04-11	00:00:00	228	30	31	73	155	0
2025-04-12	00:00:00	153	30	31	94	59	0
2025-04-13	00:00:00	178	30	31	96	82	0
2025-04-14	00:00:00	323	30	31	83	240	0
2025-04-15	00:00:00	289	30	31	97	192	0
2025-04-16	00:00:00	234	30	31	90	144	0
2025-04-17	00:00:00	337	30	31	100	237	0
2025-04-18	00:00:00	170	30	31	99	71	0
2025-04-19	00:00:00	143	30	31	95	48	0
2025-04-20 0	00:00:00	177	30	31	88	89	0
2025-04-21 0	00:00:00	240	30	31	98	142	0
2025-04-22 0	00:00:00	294	30	31	84	210	0
2025-04-23 0		306	30	31	102	204	0
2025-04-24 0	00:00:00	310	30	31	104	206	0
2025-04-25 0		316	30	31	112	204	0
2025-04-26	00:00:00	130	30	31	90	40	0
2025-04-27 0	00:00:00	232	30	31	89	143	0
2025-04-28	00:00:00	353	30	31	102	251	0
2025-04-29 0		336	30	31	79	257	0
2025-04-30	00:00:00	277	30	31	78	199	0
		SUM: 60,563			SUM: 17,091	SUM: 43,472	

		% of Speed Limit Violations	% of Vehicles Respecting Limit	% Vehicles in Tolerated Range	Average Vehicle Speed	Maximum Speed	Minimum Speed
2025-03-27 00:	:00:00	3	<sup>н</sup> 97	0	18	62	14
2025-03-28 00:	:00:00	8	92	0	18	255	9
2025-03-29 00:	:00:00	67	33	0	36	68	14
2025-03-30 00:	:00:00	61	39	0	33	61	15
2025-03-31 00:	:00:00	26	74	0	25	60	7
2025-04-01 00:	:00:00	33	67	0	27	58	6
2025-04-02 00:	:00:00	33	67	0	27	60	6
2025-04-03 00:	:00:00	27	73	0	26	68	5
2025-04-04 00:	:00:00	36	64	0	29	96	5
2025-04-05 00:	:00:00	64	36	0	34	64	5
2025-04-06 00:	:00:00	67	33	0	35	69	14
2025-04-07 00:	:00:00	28	72	0	26	64	6
2025-04-08 00:	:00:00	27	73	0	27	55	6
2025-04-09 00:	:00:00	30	70	0	27	61	6
2025-04-10 00:	:00:00	29	71	0	27	77	5
2025-04-11 00:	:00:00	32	68	0	28	61	6
2025-04-12 00:	:00:00	61	39	0	34	70	6
2025-04-13 00:	:00:00	54	46	0	32	64	15
2025-04-14 00:	:00:00	26	74	0	26	58	5
2025-04-15 00:	:00:00	34	66	0	28	65	6
2025-04-16 00:	:00:00	38	62	0	29	60	5
2025-04-17 00:	:00:00	30	70	0	27	62	5
2025-04-18 00:	:00:00	58	42	0	32	68	15
2025-04-19 00:	:00:00	66	34	0	35	61	9
2025-04-20 00:	:00:00	50	50	0	31	60	9
2025-04-21 00:	:00:00	41	59	0	28	58	5
2025-04-22 00:	:00:00	29	71	0	27	55	6
2025-04-23 00:		33	67	0	28	58	6
2025-04-24 00:	:00:00	34	66	0	27	59	7
2025-04-25 00:	:00:00	35	65	0	28	64	7
2025-04-26 00:		69	31	0	35	64	7
2025-04-27 00:		38	62	0	27	61	6
2025-04-28 00:	:00:00	29	71	0	27	67	5
2025-04-29 00:	:00:00	24	76	0	25	62	5
2025-04-30 00:	:00:00	28	72	0	26	67	5
		AVG: 40	AVG: 60		AVG: 28		



#### Year-to-Date Variance Report (Unaudited)

for the year ending December 31, 2025 Reporting period: up to May 13, 2025

			F	REVENUES					E.	XPENSES				NET		NET		NET	% Change
DEPARTMENT		Actual		Budget	V	'ariance		Actual		Interim Budget	,	Variance		Actual		Interim Budget		Variance	between Actual & Budget
General Municipal		156,732		165,753	-	9,021		117,335		126,719	-	9,384		39,396		39,034		362	1%
TOTAL MUNICIPAL	\$	156,731.55	\$	165,753.00	-\$	9,021.45	\$	117,335.35	\$ :	126,719.00	-\$	9,383.65	\$	39,396	\$	39,034	\$	362	1%
Election		_	l	-		-		-		-		-		-		-		-	#DIV/0!
Council		_		-		_		40.267		43,013	-	2,746		(40,267)		(43,013)		2.746	-7%
TOTAL COUNCIL	\$	-	\$	-	\$	-	\$	40,267	\$	43,013	-\$	2,746	-\$	40,267	-\$	43,013	\$	2,746	6%
Advatotativation	1	0.205		5 707		2.500		200.000		222.040		22.220		(200, 42.4)		(226.254)		25.027	420/
Administration		8,385		5,797		2,588		208,809		232,048	-	23,239		(200,424)		(226,251)		25,827	-13%
EV Chargers TOTAL ADMINISTRATION	Ś	8,385	ć	250 <b>5,797</b>	-	136 <b>2,588</b>	¢	1,811 <b>208,809</b>	Ś	1,025 <b>232,048</b>	ċ	786 <b>23,239</b>	ć	(1,696) <b>200,424</b>	¢	(775) <b>226,251</b>	Ś	(921) <b>25,827</b>	54% <b>11%</b>
TOTAL ADMINISTRATION	Ģ	0,303	Ą	5,797	Ģ	2,300	\$	200,009	Ą	232,046	- <b>ə</b>	23,239	-\$	200,424	-\$	220,231	Ģ	25,827	11%
Fire Services		10,923		10,708		215		39,626		38,794		832		(28,703)		(28,086)		(617)	2%
Emergency Services		-		-		-		8,153		7,083		1,069		(8,153)		(7,083)		(1,069)	13%
Bylaw		3,093		1,017		2,076		20,383		20,383		-0		(17,290)		(19,366)		2,077	-12%
TOTAL PROTECTIVE SERVICES	\$	14,016	\$	11,725	\$	2,291	\$	68,162	\$	66,260	\$	1,901	-\$	54,146	-\$	54,536	\$	390	1%
Municipal Planning		3,247		3,333	-	86		22,037		44,279	_	22,242		(18,790)		(40,946)		22,156	-118%
Economic Development		-		-		-		36,994		38,809	-	1,815		(36,994)		(38,809)		1,815	-5%
Safe Communities		-		-		-		-		220	-	220		-		(220)		220	#DIV/0!
TOTAL PLANNING & DEVELOPMEN	\$	3,247	\$	3,333	-\$	86	\$	59,032	\$	83,088	-\$	24,057	-\$	55,785	-\$	79,755	\$	23,971	30%
Public Works - Roads		56		_ [		56		112,882		168,355	_	55,473		(112,826)		(168,355)		55,529	-49%
Storm Sewer & Drain		-		_		-		11.298		10.808		491		(11,298)		(10,808)		(491)	4%
Water		176,753		184,896	_	8,143		163,451		186,268		-22,816		13,301		(1,372)		14,673	110%
Sewer		121.024		126,790	-	5,766		127,550		135,676		-8,126		(6,526)		(8,886)		2,360	-36%
Garbage		37,658		38,012	-	354		39,676		46,361		-6,684		(2,018)		(8,349)		6,331	-314%
Cemetery		12,650		2,000		10,650		5,064		5,083		-18		7,586		(3,083)		10,668	141%
TOTAL PUBLIC WORKS	\$	348,140	\$	351,697	-\$	3,557	\$	459,922	\$	552,550	-\$	92,628	-\$	111,782	-\$	200,853	\$	89,071	44%
FCSS		22.696	1	23,678		981		23,259		40,881		17.622		(563)		(17,204)		16,641	-2955%
TOTAL FCSS	Ś	22,696	Ś	23,678	- _¢	981	\$		\$	40,881	- ₋¢	17,622 17,622	-\$	563	- <b>\$</b>	17,204)	Ś	16,641	-2935% <b>97%</b>
TOTALTESS	7	22,030	٦	23,078	-ب	361	7	23,233	٠,	40,001	-٦	17,022	-٦	303	-٦	17,204	7	10,041	3176
Parks		60,888		57,339		3,549		30,457		48,696	-	18,240		30,431		8,643		21,788	72%
Arena		185,777		171,069		14,708		124,140		153,144	-	29,003		61,637		17,925		43,712	71%
Recreation		197,102		194,300		2,802		30,274		42,602	-	12,328		166,828		128,467		38,361	23%
TOTAL REC & COMMUNITY SERVICE	\$	443,767	\$	228,408	\$	21,059	\$	184,871	\$	244,442	-\$	59,571	\$	258,896	\$	155,035	\$	103,861	67%
Library		_		-		-		35,679		36,664	-	986		(35,679)		(36,664)		986	-3%
TOTAL LIBRARY	\$	-	\$	-	\$	-	\$	35,679	\$	36,664	-\$	986	-\$	35,679	-\$	36,664	\$	986	3%
	•						Ė	•		•				•		•			
Total Excl. General Municipal	\$	840,252	\$	624,638	\$	21,314	\$	1,080,000	\$	1,298,947	-\$	218,946	-\$	239,748	-\$	674,309	\$	434,561	-181%
Total Incl. General Municipal	\$	996,983	\$	790,391	\$	12,293	\$	1,197,335	\$	1,425,666	-\$	228,330	-\$	200,352	-\$	635,275	\$	434,923	

1



### **Variance Report Notes**

Reporting Period: up to May 13, 2025

#### Municipal:

Return on investment is \$8,500 lower than budgeted due to timing of entry.

Franchise fees are \$525 lower than budgeted.

#### Protective Services:

Bylaw fines revenues are \$1,473 higher than budgeted.

#### Water & Sewer:

Water sales were under budget by \$4,430.

Bulk water sales were under budget by \$4,418.

Penalties were over budget by \$759.

Sewer sales were under budget by \$5,761.

Revenues in water and sewer fluctuate throughout the year; water and sewer are close to budget.

Bulk water sales can fluctuate based on seasons.

Expenses are currently under budget for water, wastewater, and garbage services.

#### **Economic Development & Planning:**

Municipal planning - timing of contracted services invoice entry. Expected to be on budget. Legal currently under budget.

#### FCSS & Community Services:

The first and second guarter grant funding for FCSS has been received; \$22,196.

#### Cemetery:

Plot sales are over budget by \$9,700 and open/close revenue is over budget by \$950.

#### Recreation, Parks & Arena

The Sturgeon Recreation Funding Grant has been received, a total of \$337,758.

Arena sales are over budget - rental of ice slab for ball hockey has contributed additional unexpected revenue.

#### Library:

The first half of the library grant payment from the Town has been paid.



### **FCSS Annual Report**

**Legal Name: TOWN OF BON ACCORD** 

### Seniors, Community and Social Services

#### 2024 ANNUAL FCSS PROGRAM REPORT

This information is collected under the authority of the Family and Community Support Service Act, Regulation and section 8 (a) of the Family and Community Support Service Funding Agreement. The Municipality shall provide the Minister with annual reporting within one hundred twenty (120) days after the end of each year of the Term as outlined in section 9 of the Family and Community Support Services Funding Agreement.

#### **SECTION 1 - Statement of Revenues and Expenditures**

#### **Revenues**

Annual Funding Provided Under the Act (A)	Municipal Contribution (Minimum $\frac{1}{4}$ of the Amount on Line (C)) (D)
44,392.65	11,098.16
Total Potential Provincial Carryover (Previous Year) (B)	Total Grant Transfer(s) Received (E)
Provincial Funding Withheld + Returned (B1)	Total of Other External Revenues Value (F)
Total Annual Provincial Funding $(A + B - B1 = C) (C)$	Total Revenues $(C + D + E + F = G) (G)$
44,392.65	55,490.81

# Expenditures

Direct Delivery of Programs (H)	Total Surplus (Deficit) $(G - L = M)$ $(M)$
112,526.14	-57,035.33
Indirect Delivery of Programs (I)	Total Potential Provincial Carryover
Total Administration Cost (J)	Provincial Portion Requested for Carryover
	0
Total Grant Transfer(s) Sent (K)	Provincial Portion Approved for Carryover (N)
Total Expenditures $(H + I + J + K = L) (L)$	Matching Municipal Portion for Carryover
112,526.14	
Returned Amount	Total Potential Carryover
	Provincial Funding Requested to be Withheld
	Provincial Funding Approved to be Withheld (N1)

## **SECTION 2 - Volunteers**

Total Number of Volun Programs	teers who Supported FCSS	Total Number of Volunteer Hours Contributed to FCSS Programs				
81.00		409.00				

# SECTION 3 - Direct Delivery of Programs: Programs delivered directly by the Municipality/Metis Settlement.

Total Expenditures Related to the Direct Delivery of Programs

112,526.14

List of programs delivered directly by the Municipality/Metis Settlement:

Program Name	Description	Amount	Participants
Volunteer Engagement	Support, promote, and advocate for volunteerism, coordinate recognition and appreciation of volunteers, enhance a sense of purpose.	\$16146.79	61
Seniors Programs	Seniors programming and activities to promote connection to resources and support, and encourage relationship building to reduce isolation; programming includes seniors connection event, seniors information presentations.	\$16270.29	100
Community Collaborations	Work together with organizations to address social issues and building community capacity as well as connecting residents to our community resources and supports.	\$3303.66	150
Family Events Programs	Programming that strengthens and supports family connections and togetherness: Winter Wonderfest, Santa's Breakfast, Turkey Bingo, Family Fun Day, Halloween Spooktacular, and the Easter Egg Hunt.	\$28700.46	537
Children and Youth Programs	Programs to support the social development of children and youth, promote relationship building and participation within the community, enhancing cultural and social awareness; Summer youth programs, PD Day	\$23968.83	132

<b>Program Name</b>	Description	Amount	Participants
	programming, Spring Break programming, Home Alone, and Babysitting courses, and events that support local youth organizations.		
Community Awareness Campaign	Raise awareness, support, and advocacy for community needs; support poverty reduction; encourage community engagement and understanding of social issues; provide resources; Pride Community Awareness, Truth & Reconciliation Awareness, and Feed the Families Stuff a Bus food drive, community knowledge information sessions, community collaboration sessions, pink shirt day.	\$4154.55	300
Community Events Programs	Encourage participation and connections, enhance a sense of belonging and increase social inclusion; Bon Accord Connects, Dark Sky Connections, Harvest Days connections, Community Art Appreciation, and Community Craft Night.	\$19981.56	521

# SECTION 4 - Indirect Delivery of Programs: Programs funded by the Municipality/Metis Settlements and delivered by an external organization.

Total Expenditures Related to the Indirect Delivery of Programs						

List of programs delivered by an external organization:

Program Name	Organization Name	Description	Amount	Participants		
No Delivery of Programs						

# SECTION 5 - Program Outcomes: This section is automatically populated by completing the required outcome information in the "FCSS Delivery of Programs" form.

Total # of Participants in All Programs	Percentage of Positive Change			
1,801.00	78.87			

Outcome	% Experiencing Positive Change
Individual Outcome 1 - Individuals experience personal well-being.	60
Individual Outcome 2 - Individuals are connected with others.	76.92
Individual Outcome 3 - Children and youth develop positively.	100
Family Outcome 1 - Healthy functioning within families.	73.68
Community Outcome 1 - The community is connected and engaged.	83.72

# **SECTION 6 - Attachments**

Review Engagement Report	Audit Report
Outcomes Information	Other Related Documentation

## **SECTION 7 - Certificate of Compliance**

### This is to certify that:

- To the best of my knowledge and belief, the projects/services and expenditures included in this report comply with the requirements and conditions set out in the Family and Community Support Services Act and Regulation; and all expenditures and revenues relative to the Program have been included in the report.
- The 20% municipal contribution has been derived from the operating budget of the municipality.

Director or Designate Compliance	Date of Signature
Falon Fayant	April 24, 2025
Chief Administrative Officer or Designate Compliance	Date of Signature
Jodi Brown	April 29, 2025

# TOWN OF BON ACCORD REPORT TO COUNCIL

Meeting: Regular Council Meeting

Meeting Date: May 20, 2025

**Presented by:** Jessica Spaidal, Legislative Services & Communications

Supervisor

Title: Advance Vote and Election Day Locations

#### **BACKGROUND/PROPOSAL**

#### Advance Vote Date and Time

In accordance with section 73(3) of the *Local Authorities Election Act (LAEA)*, a municipality with a population under 5000 is not required to hold an Advance Vote, however, historically, administration has held an Advance Vote to allow shift workers or those unable to vote on election day another voting opportunity.

At the December 17, 2024 RMC, Council set the date and time of the Advance Vote for Thursday, October 9 from 5 p.m. – 8 p.m. A location was not selected at the time.

### Election Day Date and Time

Section 11 of the *LAEA* outlines the date of a municipal election – this year it is October 20, 2025. Section 46 outlines the voting station hours as 10 a.m. – 8 p.m.

#### DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

#### Locations

Although historically, Council has set the dates, times, and locations for both Advance Vote and Election Day voting stations by formal resolution, Municipal Affairs has recently advised that the Returning Officer's duty is to establish voting stations. Therefore, the following locations have been selected for Council's information.

- Advance Vote October 9, 2025 from 5 p.m. 8 p.m. in Bon Accord Council Chambers
- Election Day October 20, 2025 from 10 a.m. 8 p.m. at the Bon Accord Community Hall.

#### STRATEGIC ALIGNMENT

## Value Statement: Professionalism

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

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

2025 budget.

### **TOWN OF BON ACCORD**

#### REQUEST FOR DECISION

**Meeting:** Regular Council Meeting

Meeting Date: May 20, 2025

**Presented by:** Jessica Spaidal, Legislative Services & Communications

Supervisor

Title: Animal Control Bylaw Amendment

Agenda Item No. 8.1

#### **BACKGROUND/PROPOSAL**

Animal Control Bylaw 2024-16 was passed by Council at the February 18, 2025 RMC. An oversight was noticed recently, therefore an amended bylaw is being brought forward for Council's review and approval.

#### DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

It has come to administration's attention that there is no application fee for urban beekeeping or laying hens, however there is a \$35 fee for annual renewals. Therefore, the attached updated bylaw includes an updated fee description in "Schedule A" to also include applications for a \$35 fee.

#### STRATEGIC ALIGNMENT

Priority #2 Community

The residents of Bon Accord live in a safe, connected, and attractive community.

Value Statement: Professionalism

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

Value Statement: Stewardship

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

#### COSTS/SOURCES OF FUNDING

Annual operating budget

# **RECOMMEND ACTION (by originator)**

## All of the following:

#### **Resolution #1**

THAT Council gives first reading to Animal Control Bylaw 2025-05.

#### Resolution #2

THAT Council gives second reading to Animal Control Bylaw 2025-05.

#### Resolution #3

THAT Council gives unanimous consent to hear all three readings of Animal Control Bylaw 2025-05 in one meeting.

#### Resolution #4

THAT Council gives third and final reading to Animal Control Bylaw 2025-05.

A BYLAW OF THE TOWN OF BON ACCORD, IN THE PROVINCE OF ALBERTA, TO LICENCE AND CONTROL ANIMALS WITHIN THE TOWN OF BON ACCORD.

**WHEREAS** the Council wishes to regulate the conduct of persons owning, possessing, having the charge or control over, harboring, suffering or permitting Animals in the Town of Bon Accord; and

**WHEREAS** the Council deems it expedient to Licence Dogs, Cats, Urban Livestock and Livestock in the Town of Bon Accord; and

WHEREAS the Council wishes to regulate the keeping of Animals; and

**WHEREAS** the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended or repealed and replaced from time to time (the "*Municipal Government Act*"), authorizes Council to pass such a Bylaw;

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

### PART 1 - TITLE

1.1 This Bylaw may be cited as "THE ANIMAL CONTROL BYLAW."

#### **PART 2 – DEFINITIONS**

- 2.1 In this Bylaw, the following definitions shall apply:
  - (a) "ANIMAL" means any bird, bug, reptile, amphibian or mammal, excluding humans and Wildlife;
  - (b) "ANIMAL CONTROL OFFICER" means the person or persons Council appoints from time to time to perform any duties under this Bylaw and includes but is not limited to a member of the Royal Canadian Mounted Police, a peace officer and a bylaw enforcement officer;
  - (c) "ANIMAL SHELTER" means the premises designated by the Town for the purpose of impounding and caring for all Dogs and Cats found to be contravening any section of this Bylaw;
  - (d) "APIARY" means a structure where bee colonies are kept;
  - (e) "AT LARGE" means a Dog, Cat or other Animal that is at any property other than that of the Owners and is not on a Permitted Leash and under Effective Control;
  - (f) "CAT" means either a male or female Domestic Animal of the felidae family;
  - (g) "CAO" means the Town Manager of the Town of Bon Accord or designate;

- (h) "CHIP" means a working, implanted identification microchip, as is commonly inserted by a veterinarian;
- (i) "COMMUNITY STANDARDS BYLAW" means the Town of Bon Accord Community Standards Bylaw 2022-13, as amended or repealed and replaced from time to time;
- (j) "COOP" means a structure comprised of a Henhouse and enclosed outdoor area;
- (k) "COUNCIL" means the Town Council for the municipal corporation of the Town of Bon Accord;
- (I) "DAMAGE TO PUBLIC OR PRIVATE PROPERTY" shall include but not be limited to defecating and/or urinating on such property; as well as knocking over, disrupting or leaving garbage strewn about;
- (m) "DANGEROUS DOG ACT" means *Dangerous Dogs Act*, R.S.A. 2000, c. D-3, as amended or repealed and replaced from time to time, or the regulations thereunder;
- (n) "DEVELOPMENT OFFICER" means the person or persons with responsibility to administer the provisions of the Land Use Bylaw;
- (o) "DOG" means either a male or female Domestic Animal of the canidae family;
- (p) "DOMESTIC ANIMAL" means an Animal which has been habituated to live and breed in a tame condition, in or about habitations of people, but does not include Livestock or Urban Livestock. For the purpose of this Bylaw, examples of domestic animals include but are not limited to Dogs, Cats, and rabbits;
- (q) "DWELLING UNIT" means a self-contained living premises with cooking, eating, living, sleeping and sanitary facilities for domestic use of one or more individuals;
- (r) "EFFECTIVE CONTROL" means a person of suitable size, strength and maturity to be able to control the movements of an Animal, taking into consideration that the Animal may be or become excited, agitated, scared, or otherwise display behaviour causing quick or forceful action by the Dog, including when outdoors by the use of a Permitted Leash;
- (s) "EXOTIC ANIMALS" means all those Animals that are not otherwise covered in this Bylaw;
- (t) "FAMILY TYPE FARMING" means a family farm which is managed and operated by a household residing on the family farm and where farm labour is largely supplied by that household, and it excludes a high intensity agricultural use of that such as a confined feeding operation, as defined in the *Agricultural Operation Practices Act*, R.S.A. 2000, c. A-7;

- (u) "FEE AND CHARGES BYLAW" means the Town of Bon Accord Fee and Charges Bylaw 2023-06, as amended or repealed and replaced from time to time;
- (v) "FOSTER CARE" means temporary care to animals in a home environment prior to their adoption or reunion with their guardians as arranged by a designated animal rescue agency.
- (w) "HENHOUSE" means a structure that houses Laying Hens at night and includes a secure place for Laying Hens to lay eggs and eat;
- (x) "HUMANE REASONS" means for reasons that show kindness, care and sympathy towards the Animal;
- (y) "KENNEL" means a development in which more than two (2) dogs are maintained, boarded, bred, trained, cared for, or kept for purposes of sale or in which more than two (2) dogs not owned by the resident of the lot on which the kennel is located are kept or cared for;;
- (z) "LAND USE BYLAW" means the Town of Bon Accord Land Use Bylaw 2016-03, as amended or repealed and replaced from time to time;
- (aa) "LARGE ANIMAL" means an Animal, other than a Domestic Animal, which will weigh in excess of 15 kilograms as an adult;
- (bb) "LAYING HENS" means female chickens of at least sixteen (16) weeks of age, raised primarily for the production of eggs;
- (cc) "LAYING HENS LICENCE" means a licence issued pursuant to Part 6 of this Bylaw for the keeping of Laying Hens;
- (dd) "LICENCE" means an identification tag of metal or other material issued by the Town showing the assigned licence number of a specific Dog or Cat licensed under Part 3 of this Bylaw;
- (ee) "LIFETIME LICENCE" means a licence for a specific Dog or Cat issued under Part 3 of this Bylaw that is effective for the duration of the life of the Dog or Cat; subject to section 3.15 of this Bylaw;
- (ff) "LIVESTOCK" means poultry, horses, cattle, sheep, swine, goats, bison, fur-bearing animals raised in captivity and diversified livestock animals within the meaning of the *Livestock Industry Diversification Act*, R.S.A. 2000, c. L-17, as amended or repealed and replaced from time to time, excluding Urban Livestock;
- (gg) "MUZZLED" means an Animal wearing a professionally designed device to prevent the Animal from being able to bite a person or another Animal and that the Animal is unable to remove said device by itself;

- (hh) "OWNER" means any person owning, possessing, having the charge or control over, harboring, suffering or permitting any Dog or Cat to remain about the house or property;
- (ii) "PERMITTED LEASH" means a leash adequate to restrain the attached Dog or Cat excluding electronic leashes;
- (jj) "POUND KEEPER" shall include the Animal Control Officer and any person or persons duly authorized to operate the Animal Shelter;
- (kk) "PROHIBITED ANIMALS" means those Animals that are not allowed to be kept or housed, whether temporarily or permanently, within the Town;
- (II) "PUBLIC PROPERTY AREA" means all property owned by or under the control and management of the Town and located within the Town;
- (mm) "RESTRICTED ANIMALS" means those Animals that by number, type or land use zoning under the Land Use Bylaw may be restricted in number or areas in which they may be kept or housed, including Livestock and Urban Livestock, but excluding Dogs or Cats;
- (nn) "SECURE AND LOCKED PEN" means a locked building, cage or fenced area of such construction that will not allow the confined Dog or Dogs to jump, climb, dig or force their way out, or allow the entry of any person not in control of the Dog;
- (oo) "SERVICE DOG" means a Dog individually trained by a recognized agency to do work or perform tasks for people with disabilities; or as described in the Alberta Provincial statutes and regulations Service Dogs Act, S.A. 2007, c. S-7.5, and Blind Persons' Rights Act, R.S.A. 2000, c. B-3;
- (pp) "SEVERE INJURY" includes any injury that requires medical or veterinary attention such as wounds requiring sutures, or other wound repair and closing, or surgery, disfiguring or scarring lacerations, broken bones, severe sprains or any other similar serious injury, and any other injury as determined to be severe by a Court or the CAO upon hearing the evidence;
- (qq) "SMALL ANIMAL BREEDING AND BOARDING ESTABLISHMENT" means a development where domestic pets are bred, boarded, or trained. Small Animal Breeding and Boarding Establishments include Kennels but do not include animal hospitals or veterinary clinics;
- (rr) "SPECIAL PERMIT" means a permit granted by the CAO that may or may not have restrictions on it regarding allowances or variances to Parts 3, 4, 5, 6 or 7 of this Bylaw;
- (ss) "TOWN" means the municipal corporation of the Town of Bon Accord or the geographic area contained within the boundaries thereof as the context requires;

- (tt) "URBAN BEEKEEPING" means Apiaries that are constructed and maintained primarily for the small-scale harvesting of products such as honey and beeswax generated by the bee colonies using the Apiary;
- (uu) "URBAN BEEKEEPING LICENCE" means a licence issued pursuant to Part 6 of this Bylaw for Urban Beekeeping;
- (vv) "URBAN LIVESTOCK" means bee colonies kept as part of Urban Beekeeping and Laying Hens, provided the bee colonies or Laying Hens been authorized pursuant to a Laying Hens Licence or an Urban Beekeeping Licence;
- (ww) "VEHICLE" includes any machine designed for self-propulsion, usually to transport people, cargo, or both such as a car, truck, motorcycle, farm equipment, and bicycles;
- (xx) "VICIOUS DOG" shall mean any Dog which:
  - (i) has been declared to be dangerous by a Justice under the provisions of the *Dangerous Dogs Act*; or
  - (ii) has been designated by the CAO a "Vicious Dog" under the provisions of this Bylaw;
- (yy) "VIOLATION TAG" means a violation tag issued under the authority of the Town of Bon Accord which complies with Part 9 of this Bylaw;
- (zz) "VIOLATION TICKET" means a violation ticket issued pursuant to the provisions of the *Provincial Offences Procedure Act*, R.S.A. 2000, c. P-34, as amended or repealed and replaced from time to time, or the regulations thereunder;
- (aaa) "WARNING SIGN" shall mean a sign that;
  - (i) is not less than 15 cm by 20 cm (approximately 6 inches by 8 inches) in dimension;
  - (ii) has bold block letters not less than 5cm (2 inches) in height;
  - (iii) declares at a minimum "BEWARE (VICIOUS) DOG ON PREMISES"; and
  - (iv) shall be made of a durable all weather type material; and
- (bbb) "WILDLIFE" has the same meaning as that term is used in the *Wildlife Act*, R.S.A. 2000, c. W-10, as amended or repealed and replaced from time to time, and includes but is not limited to coyotes, cougars, bobcats, deer, moose, elk, wild rabbits, porcupines, beavers and skunks.

#### PART 3 - DOGS AND CATS LICENSING

Licences

- 3.1 No person, or combination of persons residing at any single Dwelling Unit, shall own, keep or harbor within the Town more than four (4) Domestic Animals over the age of six (6) months.
- 3.2 No person shall own, keep or harbor within the Town any Dog or Cat over the age of six (6) months without a valid Licence.
- 3.3 In any prosecution or proceeding for a contravention of this Part, the burden of proof shall rest upon the person so charged as to:
  - a) the age of the Domestic Animal; and
  - b) that the person is not an Owner if the person is ordinarily resident at the Dwelling Unit at which the Domestic Animal is ordinarily resident.
- 3.4 A person who resides within the Town and is the Owner of a Dog or Cat over the age of six (6) months shall obtain or renew a Licence for each Dog or Cat prior to January 31, unless the person is an Owner in possession of a Lifetime Licence for a particular Dog or Cat.
- 3.5 A person residing in the Town who becomes the Owner of a Dog or Cat without a Licence or who is the Owner of a Dog or Cat and takes up residence in the Town, shall obtain a Licence within fifteen (15) days of becoming the Owner or taking up residence within the Town.
- 3.6 Every person who becomes the Owner of a Dog or Cat which is currently licensed in accordance with the provisions of this Bylaw shall apply for a new Licence within fifteen (15) days after becoming the Owner of the said Dog or Cat.
- 3.7 To obtain a Licence, the Owner of a Dog or Cat shall provide the following information with each application for a Licence:
  - a) full name and address of the Owner;
  - b) name and description of the Dog or Cat associated with the Licence;
  - c) the breed or cross-breed of the Dog or Cat;
  - d) tattoo or implanted Chip number (if available);
  - e) the Licence number of the Dog or Cat (if applicable); and
  - f) whether or not the Dog has ever been assessed as a "dangerous dog" under the Dangerous Dogs Act, designated a Vicious Dog under either this Bylaw or a prior animal control bylaw of the Town, or otherwise labelled as dangerous or vicious by another municipality or regulatory body.

- 3.8 Upon payment of the required Licence fee as set out in Schedule "A" and a complete application as described in section 3.7, the Owner will be supplied with a Licence unless the Dog described in the application is a Vicious Dog.
- 3.9 Licences issued under this Bylaw shall not be transferable from one Dog or Cat to another Dog or Cat nor from one Owner to another Owner.
- 3.10 Every Licence, Vicious Dog Licence, Laying Hens Licence or Urban Beekeeping Licence, other than a Lifetime Licence, expires on January 31, unless renewed by the Town upon payment of the Licence renewal fee as set out in Schedule "A".

#### Vicious Dog Licences

- 3.11 No person shall own, keep or harbour a Vicious Dog without a valid Vicious Dog Licence.
- 3.12 The Owner of the Vicious Dog residing in the Town shall apply for a Vicious Dog Licence by:
  - a) submitting the information required as part of an application for a Licence under section 3.7; and
  - b) providing proof of an active liability insurance policy as described in section 5.12.
- 3.13 Upon payment of the required Vicious Dog Licence fee and a complete application as set out in section 3.12, the Owner may be supplied with a Vicious Dog Licence if the Animal Control Officer is satisfied that the Owner will abide by the restrictions on Vicious Dogs in this Bylaw considering:
  - a) the history of the Dog and the Owner;
  - b) the steps taken by the Owner as a result of the occurrence that resulted in the Dog being designated a Vicious Dog;
  - c) the equipment, supplies and facilities available to the Owner including a Muzzle, Warning Sign, and Secure and Locked Pen; and
  - d) any other factors that the Animal Control Officer believes may impact the Owners ability to control the Vicious Dog or that may increase the risks to persons or property.
- 3.14 The CAO may revoke a Vicious Dog Licence if the Owner or any other person keeping or harboring a Vicious Dog does not comply with Part 5 of this Bylaw.
- 3.15 Vicious Dogs are ineligible for a Licence or Lifetime Licence. If a Dog that has been licensed by the Town through the issuance of a yearly Licence or a Lifetime Licence is designated as a Vicious Dog under this Bylaw, the current Licence becomes invalid. The Licence then must be surrendered to the Town without compensation and the Owner must comply with section 3.12.

3.16 A Vicious Dog Licence expires on January 31 and may only be renewed after the submission of an application for renewal that includes proof of the insurance described in section 5.12.

#### Wearing Licences

- 3.17 Every Owner shall ensure that the Licence is either securely fastened to a choke chain, collar or harness which must be worn by the Dog or Cat at all times or is in the possession of the Owner and available upon request whenever the Dog or Cat is on property other than property owned by or under the control of its Owner.
- 3.18 Every Owner of a Vicious Dog shall ensure that the Vicious Dog Licence is securely fastened to a choke chain, collar or harness which must be worn by the Vicious Dog whenever the Vicious Dog is on property other than property owned by or under the control of its Owner.

#### Replacement Licences

3.19 An Owner may obtain a Licence or Vicious Dog Licence to replace a Licence or Vicious Dog Licence which has been lost upon payment of the Licence replacement fee as set out in Schedule "A".

#### **Exemptions**

- 3.20 The obligation to obtain a Licence shall not apply to the following:
  - a) persons temporarily in the Town for a period not exceeding four (4) weeks;
  - b) persons holding a valid development permit, issued pursuant to the Land Use Bylaw, authorizing the operation of a Kennel or other similar animal based business or operation of a Small Animal Breeding and Boarding Establishment;
  - c) persons holding an identification card proving ownership and certification of a Service Dog that provides is used by that person for the purpose of compensating for or alleviating the effects of a disability; or
  - d) persons caring for a Dog or Cat for a period of no longer than thirty (30) days, once per year, where the Owner of the Dog or Cat resides outside the Town as long as the Animal is able to be identified through one or more of the following: wearing other licence tags issued by another municipality or having a registered address outside of the Town associated with a tattoo or Chip; or
  - e) persons caring for a Dog or Cat in temporary Foster Care of no longer than 1 year.
- 3.21 Section 3.20(b) does not apply to Dogs and Cats that reside permanently at a Kennel or Small Animal Breeding and Boarding Establishment.

# Town of Bon Accord Bylaw 2025-05 Animal Control Bylaw

#### **Special Permits**

- 3.22 At the discretion of the CAO, Special Permits may be granted for Domestic Animals other than Prohibited Animals if:
  - a) the issuance of the Special Permit does not interfere with the administration of this Bylaw, the Land Use Bylaw or the Community Standards Bylaw; or
  - b) there is special occasion to do so for a limited period of time.
- 3.23 Restrictions and or time limits may be included in Special Permits at the discretion of the CAO.

#### **General Licence Obligations**

- 3.24 A Licence, Vicious Dog Licence, Laying Hens Licence or Urban Beekeeping Licence will not be issued or renewed for any person with outstanding fines that have arisen as a result of this Bylaw unless such outstanding fine is under judicial review.
- 3.25 No person shall provide misleading or false information when applying for a Licence, Vicious Dog Licence, Laying Hens Licence or Urban Beekeeping Licence.

#### PART 4 - CONTROL OF ANIMALS

#### **Animal Behaviour**

- 4.1 The Owner of a Domestic Animal shall not permit such Domestic Animal to be At Large within the Town.
- 4.2 The Town may post signs indicating those Public Property Areas within the Town wherein the presence of Dogs or Cats, whether At Large or under the Effective Control of a person, is expressly prohibited. The Owner of the Dog or Cat shall not permit their Dog or Cat to be present in Public Property Areas with signs prohibiting the presence of Dogs or Cats.
- 4.3 Section 4.2 shall not apply to an Owner of a Service Dog.
- 4.4 The Owner of a Domestic Animal, Livestock or Laying Hen shall not permit such Domestic Animal, Livestock or Laying Hen to cause Damage to Public or Private Property.
- 4.5 The Owner of a Domestic Animal shall not tether any Animal on or to any structure located in a Public Property Area including but not limited to trees, fences, sign poles and benches.
- 4.6 The Owner of a female Domestic Animal or female Livestock in estrus or "heat" must contain or restrain said female Domestic Animal or female Livestock so as not to cause the attraction of other Animals or Wildlife.

- 4.7 A person in care and control of a Dog or Cat not on their own property must carry and produce when asked, a means of removing their Dogs or Cats defecation.
- 4.8 If a Dog or Cat defecates on any public or private property other than the property of its Owner, the Owner shall cause such defecation to be removed immediately.
- 4.9 Without limiting the generality of the prohibitions on noise in the Community Standards Bylaw, the Owner of any property where an Animal is kept shall not allow defecation to remain on the Owner's property to such an extent that it results in excessive odour. An Owner shall immediately remove any defecation from the Owner's property upon notice from the Animal Control Officer.
- 4.10 Without limiting the generality of the prohibitions on noise in the Community Standards Bylaw, the Owner of a Dog shall not permit the Dog to bark or howl excessively and the Owner of a Cat shall not permit the Cat to meow or howl excessively.
- 4.11 The Owner of a Domestic Animal shall not permit it to:
  - a) threaten, attack or bite a person;
  - b) chase a Vehicle or a person; or
  - c) attack, harass, injure or kill another Domestic Animal, Livestock or Urban Livestock.
- 4.12 An Owner shall not be deemed to have failed or refused to comply with the requirements of section 4.11 where their Domestic Animal threatens, chases, attacks or bites:
  - a) a trespasser on the property where its Owner resides, or in the case of a guard Dog, a trespasser on the property being patrolled by said guard Dog; or
  - b) a person who is physically abusing or teasing said Domestic Animal.
- 4.13 An Owner shall not permit a guard Dog or a Dog that the Owner suspects may be or become vicious to be controlled by a responsible person less than eighteen (18) years of age.

#### Animal Control Officer and Pound Keeper

- 4.14 The Animal Control Officer is authorized to capture and impound all Dogs, Cats, Domestic Animals, Laying Hens, Livestock, and Prohibited Animals found contrary to the provisions of this Bylaw.
- 4.15 Pursuant to the authority provided in section 4.14, the Animal Control Officer is hereby authorized to enter any privately-owned premises at reasonable times.
- 4.16 The authority of an Animal Control Officer to enter privately-owned premises under section 4.15 does not extend to include the entry of a building used as a Dwelling Unit, except with the consent of the occupant of the Dwelling Unit.

- 4.17 To assist in the capture and impoundment of Animals At Large, the Animal Control Officer may use live Animal traps.
- 4.18 No person shall interfere with or attempt to obstruct an Animal Control Officer in the performance of their functions pursuant to the provisions of this Bylaw, including by:
  - a) chasing an Animal while an Animal Control Officer is attempting to capture an Animal;
  - b) releasing an Animal who has been captured by an Animal Control Officer;
  - c) tampering with, springing or moving any Animal traps that have been set by an Animal Control Officer,
  - d) inducing an Animal to enter a Dwelling Unit or other place where it may be safe from capture or otherwise assist the Animal to escape capture;
  - e) preventing access to privately-owned premises; and
  - f) any other action which might otherwise impede the Animal Control Officer in their function of investigating, capturing or impounding an Animal pursuant their authority.
- 4.19 The Pound Keeper shall keep all Animals captured and impounded pursuant to the provisions of this Bylaw for a period of at least seventy-two (72) hours; however, regardless of the time impounded, all unclaimed Animals will be taken to the Edmonton Humane Society or an equivalent type facility on Fridays of each week or prior to a statutory holiday, as the Animal Shelter will not host Animals over weekends or statutory holidays.
- 4.20 Within the seventy-two (72) hours referred to in section 4.19 or prior to being transferred to the Edmonton Humane Society or other equivalent type facility, any Dog or Cat impounded at the Animal Shelter may be collected by its Owner or agent of the Owner upon payment of:
  - a) the appropriate Licence fee when a Dog or Cat is not licensed, payable to the Town:
  - b) a per diem impounding fee, as established from time to time by the Pound Keeper to cover the costs of operating the Animal Shelter and hosting the Animal during the period of impoundment, payable to the Town; and
  - c) if applicable, payment of expenses for any costs owed by the Owner pursuant to section 4.28, payable to the Town.
- 4.21 If an Animal is not collected from the Animal Shelter within the seventy-two (72) hours referred to in section 4.19 or prior to being transferred to the Edmonton Humane Society or other equivalent type facility, without compensation to the Owner, the Animal Control Officer may:

- a) arrange for destruction of the Animal using a licensed veterinarian;
- b) give the Animal into the care of another agency, facility, organization responsible for the adoption or re-homing of unclaimed Animals; or
- c) sell to a person other than the Owner upon payment of all applicable fees and costs as set out in section 4.18 to the Town.
- 4.22 The Pound Keeper shall report any apparent illness, communicable disease, injury or unhealthy condition of any impounded Dog or Cat to a licenced veterinarian and act immediately upon the licenced veterinarian's recommendations. The Owner of the Dog or Cat will be responsible for all resulting financial charges from the licenced veterinarian.
- 4.23 When, in the judgment of a licenced veterinarian, a Dog or Cat should be destroyed for Humane Reasons, the Animal Control Officer may arrange for destruction of the Animal using a licensed veterinarian and the Owner shall not be entitled to collect the Dog or Cat from the Animal Shelter notwithstanding payment of all applicable fees and cost as set out in section 4.18.
- 4.24 No action for damages shall be taken against any person acting under the authority of this Bylaw for destruction or disposal of an Animal in accordance with the provisions of this Bylaw.
- 4.25 Where an Animal has inflicted a Severe Injury on a person or other Animal, the person responsible for or the Owner of the Animal who has received the Severe Injury and the Owner of the Animal causing the Severe Injury shall promptly report the occurrence to the Animal Control Officer. Despite the foregoing, no person is responsible for reporting an occurrence of which they have no knowledge.
- 4.26 Upon demand of the Animal Control Officer, the Owner shall forthwith surrender any Animal which has inflicted a Severe Injury upon any person.
- 4.27 The Animal Control Officer may quarantine in any reasonable location an Animal that has inflicted a Severe Injury, and thereafter the Animal shall not be released from such quarantine except by written permission of a licenced veterinarian.
- 4.28 Expenses for any costs incurred by the Town as a result of steps taken to impound or quarantine an Animal pursuant to this Bylaw will be the responsibility of the Owner of the Animal and any amounts owed and unpaid after thirty (30) days may be recovered as a debt owed to the Town.

#### **PART 5 – VICIOUS DOGS**

- 5.1 The Owner of a Vicious Dog shall not permit such Animal to be At Large within the Town.
- 5.2 The Owner of a Vicious Dog shall take all necessary steps to ensure that such Dog does not bite, chase or attack any person or other Animal, whether the person or Animal is on the property of the Owner or not.
- 5.3 The Owner of a Vicious Dog shall not permit, suffer or allow such Vicious Dog to be on any Public Property Area or private property that is not owned by or under the control of such Owner, unless the Vicious Dog is:
  - a) Muzzled;
  - b) On a Permitted Leash; and
  - c) Under the Effective Control of the Owner or another person over the age of eighteen (18) years acting on behalf of and with the authority of the Owner.
- 5.4 While a Vicious Dog is on the property owned by or under the control of its Owner, the Owner shall at all times be responsible for:
  - a) keeping the Vicious Dog confined indoors and under the Effective Control of a person over the age of eighteen (18) years who is acting on behalf of and with the authority of the Owner; or
  - b) confining the Vicious Dog in a Secure and Locked Pen capable of preventing entry by a person under the age of eighteen (18) years or a person who cannot exercise Effective Control over the Vicious Dog.
- 5.5 Where a Vicious Dog is on private property owned by or under the control of its Owner, said Owner shall not allow the Vicious Dog to be outdoors outside of a Secure and Locked Pen unless the Vicious Dog is Muzzled, on a Permitted Leash, and under the Effective Control of the Owner or another person over the age of eighteen (18) years acting on behalf of and with the authority of the Owner.
- 5.6 Where, in the opinion of the Animal Control Officer, a Dog has been involved in an occurrence that would warrant designation as a Dangerous Dog pursuant to section 5.7, the Animal Control Officer may submit a written report of the occurrence to the CAO
- 5.7 The CAO, on advice of the Animal Control Officer, may designate a Dog to be a Vicious Dog and require an Owner to obtain a Vicious Dog Licence where:
  - a) the Dog has, with or without provocation, attacked, bitten or caused injury to a person or has demonstrated a propensity, tendency or disposition to do so;
  - b) the Dog has bitten, killed or caused injury to a Domestic Animal while in a Public Property Area, on limited common property or while on private property other

- than property owned by or occupied by under the control of the Owner of the Dog;
- c) the Dog, while At Large, has aggressively pursued or harassed a person, a vehicle or a Domestic Animal;
- d) the Dog has a known propensity to attack or injure a person without provocation;
- e) the Dog is owned or harboured primarily, or in part, for the purpose of Dog fighting or is a Dog trained for Dog fighting;
- the Dog has been assessed a dangerous dog by a Justice under the provisions of the *Dangerous Dogs Act*; or
- g) the Dog has been determined to be dangerous or vicious under a prior animal control bylaw of the Town or otherwise labelled as dangerous or vicious by another municipality or regulatory body.
- 5.8 If a Dog is designated as a Vicious Dog under this Bylaw, then the Animal Control Officer shall in writing:
  - a) inform the Owner that the CAO has designated said Dog as a Vicious Dog and the reasons for the designation;
  - b) require the Owner to keep said Dog in accordance with the provisions of this Bylaw respecting Vicious Dogs; and
  - c) inform the Owner that, if said Vicious Dog is not kept in accordance with the provisions of this Bylaw with respect to Vicious Dogs, the Owner will be fined or subject to enforcement action pursuant to this Bylaw.
- 5.9 A decision of the CAO with respect to the designation of a Vicious Dog may be appealed to Council within thirty (30) days of receipt of the written notice from the Animal Control Officer described in section 5.8. The request for an appeal must be made in writing, addressed to the CAO. The written request must state the basis of the appeal and be accompanied by the fee as outlined in Schedule "A". Council may consider the appeal using the Owner's written statement or it may hear from the Owner, the CAO, the Animal Control Officer, and other persons impacted by the Vicious Dog. Council's decision on the appeal is final and the Town will not accept a new application for a Vicious Dog Licence for one (1) calendar year from the date of the decision on the appeal.
- 5.10 If, in the opinion of the Animal Control Officer or Pound Keeper, a Dog is dangerous they may make a complaint under the *Dangerous Dogs Act* for an order directing, among other things, that such Dog be controlled or destroyed whether or not the Dog has first been declared a Vicious Dog.
- 5.11 The Owner of a Dog designated a Vicious Dog pursuant to the provisions of this Bylaw shall promptly after the designation and thereafter while the Vicious Dog is present in the Town:

- a) post Warning Signs on any private property owned by or under the control of the Owner at which the Vicious Dog may be present for the purpose of alerting the public that a Vicious Dog may be present and the Owner is responsible for ensuring the Warning Signs are:
  - i) always kept legible, viewable and in good repair, and
  - ii) posted at every entrance to or access onto the property,
- b) not breed or sell such Dog;
- c) notify the Animal Control Officer or Pound Keeper and the Town office should said Dog be At Large;
- d) obtain the appropriate Vicious Dog Licence, which must be worn as described in section 3.18; and
- e) have such Dog tattooed or Chipped or both tattooed and Chipped, to the satisfaction of the Animal Control Officer, for the purpose of identifying such Dog, should the Licence not be on the Dog.
- 5.12 As a condition of obtaining a Vicious Dog Licence, the Owner shall have and keep in place a policy of liability insurance in a form satisfactory to the CAO that shall:
  - a) provide a third-party liability coverage in a minimum amount of two million dollars (\$2,000,000.00) that will cover the costs for any injuries that may be caused by the Owner's Vicious Dog, and
  - b) contain a provision requiring the issuer to immediately notify the Town in writing should the policy expire or be cancelled or terminated.
- 5.13 Where a Vicious Dog has inflicted a Severe Injury, the person who has received the said wound, or the Owner of said Animal, where said Owner is aware of the Severe Injury being inflicted, shall promptly report the occurrence to the Animal Control Officer.

#### **PART 6 - RESTRICTED ANIMALS**

- 6.1 No person, or combination of persons residing at any single Dwelling Unit, shall own, keep or harbor Livestock, except that Livestock may be owned, kept or harboured:
  - a) on property designated under the Land Use Bylaw as UR, Urban Reserve, as part of Family Type Farming;
  - b) on property with a valid development permit, issued pursuant to the Land Use Bylaw, authorizing the keeping of Livestock on the property;
  - c) where the keeping of Livestock is permitted as a lawful non-conforming use; or

- d) when otherwise permitted pursuant to the provisions of a federal or provincial enactment.
- 6.2 No person may keep Laying Hens within the Town, unless:
  - a) a Laying Hens Licence has been issued by the Town;
  - the property at which the Laying Hens are located has been assigned a Premises Identification number (PID) pursuant to the provisions of the *Animal Health Act*,
     S.A. 2007, c. A-40.2, as amended or repealed and replaced from time to time, or the regulations thereunder, except where otherwise exempt thereunder;
  - c) no more than four (4) Laying Hens are kept on a property at one time;
  - d) for each Laying Hen, a Coop is provided that consists of at least 0.37 square metres of Henhouse and 0.92 square metres of enclosed outdoor area;
  - e) the Coop must:
    - be walled, insulated, ventilated and roofed and the enclosed outdoor area must be attached to the Henhouse, secure and covered, and may be either vegetated or bare earth;
    - ii) have adequate ventilation, climate appropriate roosting platforms or bars, nest boxes, sufficient perch locations for the number of Laying Hens and be weather and predator proof;
    - iii) have adequate ventilation on the roof to reduce moisture and to moderate temperature in the winter; and
    - iv) be kept in good repair and in sanitary conditions to prevent negative impacts including, but not limited to, attracting nuisance Animals, and generating excessive smells or noise.
  - f) the maximum height of the Coop is 1.8 metres;
  - g) the maximum area of the Coop is 9.2 square metres;
  - h) the Coop is located:
    - i) in a rear yard of a single detached dwelling, as both terms are defined by the Land Use Bylaw, that is enclosed with a fence;
    - ii) a minimum of 1.2 metres from all adjacent property lines;
    - iii) a minimum of 3.0 metres from any windows and doors of the residential structure on the property and any residential structure on an adjacent property; and

- iv) a minimum of 1.5 metres from the residential structure on the property;
- the Land Use Bylaw designates the property as a land use district that permits the keeping of Laying Hens as an accessory use;
- j) appropriate mitigation mitigations are implemented to prevent disease from occurring, and to keep such disease from spreading, should they occur; and
- k) the Laying Hens are not permitted to run At Large; and
- as part of the keeping of Laying Hens, no slaughter or destruction of the Laying Hens occurs at the property.
- 6.3 No person may carry on Urban Beekeeping within Town unless:
  - a) an Urban Beekeeping Licence has been issued by the Town;
  - b) the person to whom the Urban Beekeeping Licence has been issued is registered with the provincial apiculturist, unless exempt from registration pursuant to the provisions of the *Bee Act*, R.S.A. 2000, c. B-2, as amended or repealed and replaced from time to time, or the regulations thereunder;
  - c) no more than two (2) Apiaries are maintained on a property at one time;
  - d) the Apiary is located:
    - i) in a rear yard, as defined by the Land Use Bylaw, that is enclosed with a fence:
    - ii) a minimum of 3.0 metres from all adjacent property lines if the fence enclosing the rear yard is less than 2 metres high;
    - iii) a minimum of 3.0 metres from any public right-of-way or private road; and
    - iv) a minimum of 25.0 metres from any schools, playgrounds, sports fields, hospitals, or other public places that may be occupied by a large number of persons with vulnerabilities such as age or health; and
  - e) the Land Use Bylaw designates the property as a land use district that permits Urban Beekeeping as an accessory use.
- To obtain a Laying Hens Licence or an Urban Beekeeping Licence, a person shall provide the following information with each application:
  - a) the address and owner of the property at which the Laying Hens will be kept or the Urban Beekeeping will be carried out;

- b) the name and contact information of the person applying for the Laying Hens Licence or the Urban Beekeeping Licence, and if different than the Owner, the relationship between the applicant and the Owner;
- c) confirmation that the person applying for a Laying Hens Licence or an Urban Beekeeping Licence is eighteen (18) years of age or older;
- d) in the case of a Laying Hens Licence, the following additional information:
  - a description of the Coop and how the Henhouse will be heated in winter, including the methods of insulating the outdoor enclosed areas of the Coop during winter;
  - ii) the name and clinic location of a veterinarian familiar with treating Laying Hens; and
  - iii) a checklist identifying daily, weekly, monthly, and seasonal mitigations that will be implemented to prevent disease from occurring, and keep disease from spreading, should they occur.
- e) proof of notification to any adjacent properties of the intention to apply for a Laying Hens Licence or an Urban Beekeeping Licence, in the form and with the content prescribed by the Animal Control Officer; and
- f) a site sketch to the satisfaction of the Animal Control Officer showing, at a minimum, the location, associated setback distances, and approximate dimensions of any Henhouse, Coop or Apiary.
- 6.5 The Animal Control Officer may issue a Laying Hens Licence or an Urban Beekeeping Licence after:
  - a) receipt of a complete application as described in section 6.4;
  - b) the application is determined by the Animal Control Officer to comply with requirements of this Bylaw, and by the Development Officer to be in compliance with the requirements of the Land Use Bylaw;
  - c) confirmation that no other valid Laying Hens Licence or an Urban Beekeeping Licence are effective for the property;
  - d) a determination that the person applying for the Laying Hens Licence or Urban Beekeeping Licence has an appropriate level of training and will be able to keep their training updated to reflect the best management practices for keeping Laying Hens and bee colonies in an urban setting; and
  - e) no reasonable concerns from the occupants of any adjacent properties have been received following the notification required under section 6.4(e).

- 6.6 The Animal Control Officer may issue a Laying Hens Licence or an Urban Beekeeping Licence on such terms and conditions necessary to ensure that the Urban Beekeeping is carried out or the Laying Hens are kept in compliance with requirements of this Bylaw, the Land Use Bylaw and the Community Standards Bylaw.
- 6.7 The decision of the Animal Control Officer on the issuance of a Laying Hens Licence or an Urban Beekeeping Licence, including any terms and conditions imposed, may be appealed to the CAO within seven (7) days of the decision of the Animal Control Officer. On receipt of such an appeal, the CAO may vary any of the regulations of this Bylaw with respect to the siting or dimensions of a Henhouse, Coop or Apiary, but may not vary the maximum number of Laying Hens or Apiaries nor the land use districts in which the keeping of Laying Hens or Urban Beekeeping are carried out.
- 6.8 No person to whom a Laying Hens Licence or an Urban Beekeeping Licence has been issued may keep or allow to be kept Urban Livestock in contravention of the terms and conditions of the Laying Hens Licence or the Urban Beekeeping Licence.
- 6.9 The CAO may revoke a Laying Hens Licence or an Urban Beekeeping Licence if the terms and conditions of the Laying Hens Licence or the Urban Beekeeping Licence are not being followed and thereafter the Urban Livestock must be removed from the Town within fourteen (14) days.
- 6.10 A decision of the CAO with respect to a Laying Hens Licence or an Urban Beekeeping Licence may be appealed to Council within thirty (30) days of receipt of the written notice of the CAO's decision. The request for an appeal must be made in writing, addressed to the CAO. The written request must state the basis of the appeal and be accompanied by the fee as outlined in Schedule "A". Council's decision on the appeal is final and the Town will not accept a new application for a Laying Hens Licence or an Urban Beekeeping Licence for one (1) calendar year from the date of the decision on the appeal.
- 6.11 A Laying Hens Licence or an Urban Beekeeping Licence shall not be transferable from one person to another person nor from one property to another property.
- 6.12 No person shall keep a Large Animal on a property within the Town that is located in a residential area, as determined by reference to the land use district in the Land Use Bylaw in the opinion of the Town's Development Officer. This section does not apply to Domestic Animals.
- 6.13 The Animal Control Officer is authorized to investigate any complaints arising from the keeping of Restricted Animals. Where, pursuant to said investigation, the Animal Control Officer determines that:
  - the Restricted Animals are not being kept in accordance with the provisions of this Bylaw;

- b) the Restricted Animals are not being kept in accordance with the Laying Hens Licence or the Urban Beekeeping Licence issued and the conditions of said Licence; or
- c) The Restricted Animals have caused Damage to Public or Private Property.
- 6.14 The Animal Control Officer may direct the Owner of said Restricted Animals to comply with the provisions of this Bylaw and, without limiting the generality of the foregoing, may direct the said Owner to restrain, dispose of or destroy the Restricted Animal.

#### **PART 7 – PROHIBITED ANIMALS**

- 7.1 No person shall keep, harbor or possess any Prohibited Animals.
- 7.2 The following Animals are Prohibited Animals
  - a) poisonous or venomous Animals, and
  - b) Exotic Animals.

#### **PART 8 – RABIES CONTROL**

- 8.1 In the event of an outbreak or a threatened outbreak of rabies or any disease affecting any Animal and which may be transmitted to human beings, Council may, by resolution, order and direct that all Animals shall be kept securely tied up by the Owner or shall be otherwise effectively confined. Any Animal found At Large in contravention of this Part shall be impounded.
- 8.2 Upon demand made by the Animal Control Officer, an Owner shall forthwith surrender any Animal which the Animal Control Officer has reasonable and probable grounds to suspect of having been exposed to rabies, for supervised quarantine which expense shall be borne by the Owner, and the Animal may be reclaimed by the Owner once adjudged free of rabies, upon payment of confinement expenses and upon compliance with the Licensing provisions of this Bylaw.
- 8.3 When an Animal under quarantine has been diagnosed as rabid, or suspected by a licenced veterinarian as being rabid, and dies while under such observation, the Pound Keeper shall immediately send the head of such Animal to the appropriate health department for pathological examination and shall notify the Public Health Officer of the undertaking of such examinations, any suspected human contacts and the diagnosis made of the suspected Animal.
- 8.4 During such period of rabies quarantine as herein mentioned, every Animal bitten by an Animal adjudged to be rabid, shall either be forthwith destroyed or shall be treated for rabies infection by a licenced veterinarian, at the Owner's expense.
- 8.5 The carcass of any dead Animal exposed to rabies shall be reported to, and, upon demand, be surrendered to the Pound Keeper.

8.6 The Pound Keeper shall direct the disposition of any Animal found to be infected with rabies.

#### PART 9 – PENALTIES

- 9.1 Any person who does any act or thing which the person is prohibited from doing, or who fails to do any act or thing which the person is responsible for doing or who fails to obey a lawful direction given by an Animal Control Officer, or otherwise contravenes any provision of this Bylaw is guilty of an offence and is liable, upon summary conviction, to a fine as set out in Schedule "A" attached hereto.
- 9.2 A penalty of two (2) times the applicable fine as provided in Schedule "A" shall be levied against an Owner who commits, for a second time, any offence under this Bylaw, providing that such offence is committed within one (1) year of the committing of the first offence. The penalty will apply whether the offence is in relation to the same Animal or another Animal owned by the same person.
- 9.3 The Animal Control Officer is hereby authorized and empowered to issue a Violation Tag to any person who the Animal Control Officer has reasonable and probable ground to believe has committed an offence under this Bylaw.
- 9.4 Such Violation Tag may be served on a person believed to have committed an offence by:
  - a) handing a copy of the Violation Tag to the person;
  - b) by leaving a copy of the Violation Tag at the person's most recent residential or business address recorded in the Town's records; or
  - c) by mailing a copy of the Violation Tag addressed to the person to the person's most recent mailing address recorded in the Town's records.
- 9.5 The Violation Tag shall state:
  - a) the name of the person believed to have committed an offence:
  - b) the offence; and
  - c) the corresponding fine for the offence as specified in schedule "A" of this Bylaw.
- 9.6 Every Violation Tag issued pursuant to this Bylaw shall provide for payment to be made to the Town of Bon Accord within thirty (30) days of the issuance of the Violation Tag. If payment is made within the time limit, such payment shall be accepted in lieu of prosecution but will not relieve the person from liability for any other amounts owed to the Town for fees or costs set out elsewhere in this Bylaw.
- 9.7 If the fine specified on a Violation Tag is not paid within the prescribed time period, then the Animal Control Officer is hereby authorized and empowered to lay a complaint and issue a summons by means of a Violation Ticket.

- 9.8 Nothing in this Bylaw shall prevent the Animal Control Officer from immediately issuing a summons by means of a Violation Ticket.
- 9.9 Where an offence under this Bylaw is committed or continued on more than one day, it shall be deemed to be a separate offence for each day on which it is committed or continued.

#### PART 10 - GENERAL

- 10.1 Each section of this Bylaw shall be read and construed as being separate and severable from each other section. Furthermore, should any section or part of this Bylaw be found to have been improperly enacted for any reason, then such section or part shall be regarded as being severable from the rest of the Bylaw and the Bylaw remaining after such severance shall be effective and enforceable.
- 10.2 The decision and conditions imposed in an order of the court pursuant to the provisions of the *Dangerous Dogs Act* will take precedence over the provisions of this Bylaw. Any additional conditions that may apply and be in this Bylaw will also be in effect and be enforced by the Town.
- 10.3 Bylaw 2024-16 is hereby repealed.
- 10.4 This Bylaw shall come into force and effect on the date of 3<sup>rd</sup> reading, regardless of the date that it is signed in accordance with section 213 of the *Municipal Government Act*.

Brian Holden Mayor	Jodi Brown Chief Administrative Officer
SIGNED AND PASSED THIS DAY OF	_ 2025.
READ A THIRD TIME THIS DAY OF	2025.
READ A SECOND TIME THIS DAY OF	2025.
READ A FIRST TIME THIS DAY OF	2025.

#### Town of Bon Accord Bylaw 2025-05 Animal Control Bylaw

#### **SCHEDULE "A" TO BYLAW 2024-16**

FEES		Value
Initial Licence fee and yearly renewal fee for each neutered or spayed Dog or Cat		\$30.00
Initial Licence fee and yearly renewal fee for each unaltered Dog or Ca	at	\$40.00
Lifetime Licence for each neutered or spayed Dog or Cat		\$100.00
Lifetime Licence for each unaltered Dog or Cat		\$150.00
Yearly Vicious Dog Licence *Lifetime Licence not available	7	\$1000.00
Tag Replacement		\$10.00
Appeal Fee		\$50.00
New Application and Renewal Fee Urban Beekeeping Licence or Layi Hens Licence		\$35.00
Senior citizens (65 years of age and older) pay 50% of the Licence fee Dog Licence)	es set out above (e	except for a Vicious
PENALTIES		
All penalties, where applicable, <u>are per Animal</u> except where the Livestock, Hens or Apiaries.	offence relates to	the keeping of
All penalties listed are for first offence.  2nd offence and each subsequent offence within one year is doubt	ale the amount sh	own (s. 9.2)
Harboring more than four Domestic Animals	\$250.00 plus \$25.00 per day	3.1
Failure to obtain a Dog or Cat Licence	\$200.00	3.2
Failure to obtain a Vicious Dog Licence	\$2000.00	3.11
Failure to ensure that a Licence is present when a Dog or Cat is off the Owner's property	\$100.00	3.17
Provide false or misleading information	\$500.00	3.24
Permitting a Dog or Cat or Animal to be At Large	\$200.00	4.1
Permitting a Dog or Cat to be in an area where the presence of Dogs or Cats is prohibited by a sign	\$200.00	4.2
Permitting an Animal to cause Damage to Public or Private Property; Animal in heat attracting other Animals	\$200.00	4.4
Tethering an Animal to a structure on Public Property Area	\$200.00	4.5
Animal in heat attracting other Animals	\$200.00	4.6
Failure to have/carry/produce a means of cleaning up Dog or Cat defecation	\$75.00	4.7
Failure to remove a Dog's or Cat's defecation from a Public Property Area or private property	\$150.00	4.8
Failure to remove defecation from own property causing excessive odour	\$200.00 plus \$30.00 per day	4.9

#### Town of Bon Accord Bylaw 2025-05 Animal Control Bylaw

		1
Permitting a Dog to bark or howl excessively or Cat to meow or howl excessively	\$300.00	4.10
Allow Animal to threaten, bite, chase Vehicles or people; or attack; harass, injure or kill another Domestic Animal, Livestock or Urban Livestock	\$1000.00	4.11
Control of a guard Dog or suspected Vicious Dog by a responsible person less than eighteen (18) years of age	\$200.00	4.13
Interference with an Animal Control Officer's functions	\$500.00	4.18
Failure to advise the Animal Control Officer of a Severe Injury	\$250.00	4.24
Refusal of an Owner to surrender to the authorities a Dog which has inflicted a Severe Injury on a person	\$500.00	4.26
Permitting a Vicious Dog to be At Large	\$2000.00	5.1
Failure of an Owner to take all necessary steps to prevent a bite or attack by a Vicious Dog	\$2000.00	5.2
Failure to Muzzle or otherwise secure in accordance with this Bylaw a Vicious Dog when off the Owner's property	\$2000.00	5.3
Failure to confine a Vicious Dog when at the Owner's residence in accordance with this Bylaw	\$2000.00	5.4
Failure to post Warning Signs of a Vicious Dog in accordance with Bylaw	\$1000.00	5.11 (a)
Breeding or selling a Vicious Dog within the municipality	\$1000.00	5.11 (b)
Failure to advise authorities if a Vicious Dog becomes At Large	\$1000.00	5.11 (c)
Failure to ensure that a Licence is worn when a Vicious Dog is off the premises of the Owner	\$1000.00	5.11 (d)
Failure to have or provide a proper insurance policy for a Vicious Dog	\$1000.00	5.12
Failure to advise the authorities a Vicious Dog has inflicted a Severe Injury	\$1000.00	5.13
Keeping Livestock contrary to Bylaw	\$200.00 plus \$50.00 per day	6.1
Keeping Hens without a Laying Hens Licence	\$200.00 plus \$50.00 per day	6.2
Keeping an Apiary without an Urban Beekeeping Licence	\$200.00 plus \$50.00 per day	6.3
Keeping or permitting to be kept Urban Livestock in contravention of the terms and conditions of a Laying Hens Licence or the Urban Beekeeping Licence	\$200.00 plus \$50.00 per day	6.6
Keeping any Prohibited Animal contrary to Part 7 – Prohibited Animals	\$1000.00 plus \$100.00 per day	7.1
Any offence under this Bylaw for which a penalty is not otherwise provided	\$50.00	9.1

#### **TOWN OF BON ACCORD**

#### REQUEST FOR DECISION

**Meeting:** Regular Council Meeting

Meeting Date: May 20<sup>th</sup>, 2025

Presented by: Jodi Brown, Town Manager

Title: Council Remuneration Policy

Agenda Item No. 8.2

#### **BACKGROUND/PROPOSAL**

During the April 15, 2025 Regular Council Meeting, Council resolved to direct administration to leave the Council Remuneration Policy as originally stated and inquire with neighboring municipalities to bring back further information on how they handle different event per diems. **Resolution #25-173** 

During the March 26<sup>th</sup>, 2025, Committee of the Whole Meeting, the Council Remuneration Policy was discussed as directed by Council during the March 18<sup>th</sup>, 2025, Regular Council Meeting. However, information on reimbursement of childcare expenses was not included in the report to Council as directed. Therefore, administration has provided that information below as well.

The current and proposed (draft) Council Remuneration Policies are enclosed for reference.

#### DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

The following neighboring municipalities for comparison: Redwater, Gibbons and Legal.

In order to compare per diem rates, honorarium rates are included, as there is a vast discrepancy amongst municipalities as to what honorariums include and what per diems include as noted below.

#### **Town of Redwater**

Population: 2210 (2024)

#### **Honorariums Cover:**

- Council duties including Council Meetings and Committee Meetings
- Volunteering (parades, golf tournaments, events)
- Day to day administration (assuming this refers to meeting with residents or administration).

#### Honorariums:

- Mayor: \$3125/month (includes allowance of \$1059.27)
- Deputy Mayor: \$2345.95/month (includes allowance of \$796.27)
- Councillor: \$1562.97/month (includes allowance of \$529.64)
- Allowance is not defined in the policy.

**Per Diems:** Paid **for in-person or virtual attendance** at seminars, conferences, and workshops, NLLS AGM, or partner organization attendance (Alberta Industrial Heartland Association). **Half Day:** \$75 Full Day: \$150 (no per diem for less than 2 hours).

Per diems are not provided for golf tournaments, parades, business functions, breakfasts, luncheons or events that do not include a formal agenda with associated educational material.

Link to the Town of Redwater Council Remuneration Policy: <a href="https://redwater.municipalwebsites.ca/ckfinder/connector?command=Proxy&lang=en&type=Files&currentFolder=%2F&hash=c245c263ce0eced480effe66bbede6b4d46c15ae&fileName=Policy%20122\_15%20Council%20and%20Appointed%20Members%20Remuneration%20Rates(1).pdf</a>

#### **Town of Gibbons:**

Population: 3290 (2024)

**Honorariums**: Given that per diems cover training opportunities, it is assumed (not explicitly stated in the policy) that honorariums cover the following:

- Council Meetings and Committee Meetings
- Volunteering (parades, golf tournaments, events)
- Day to day administration (assuming this refers to meeting with residents or administration).

#### Honorariums:

- Mayor: \$1600/month (plus annual COLA adjustment)
- Councillors: \$1000/month (plus annual COLA adjustment)
- The policy is not dated; hence this amount may be different now given COLA adjustments.

**Per Diems:** Paid for seminars, conferences, and workshops and include **\$40 for 2 hours or less, \$90 for a half day, and \$180 for a full day.** The Council Remuneration Policy is silent on virtual versus in-person attendance.

Link to Town of Gibbons Council Remuneration Policy: <a href="https://www.gibbons.ca/public/download/files/251867">https://www.gibbons.ca/public/download/files/251867</a>

#### Town of Legal:

Population: 1232 (2024)

#### **Honorariums Cover:**

- Council Meetings (Regular or Special)
- Committee Meetings

#### **Monthly Honorariums:**

- Mayor: \$1004.25 per month (plus annual COLA adjustment)
- Deputy Mayor and Councillor: \$849.75 per month (plus annual COLA adjustment)

**Per Diems:** Cover meetings that are not considered meetings of Council or attendance at conferences, workshops or conventions, and refresher courses. No stipulation regarding virtual versus in-person.

Rates: \$100 per half day and \$200 per full day

Link to Town of Legal Electoral Candidate Package (includes Council remuneration information for the Mayor, Deputy Mayor and Councillors): <a href="https://www.legal.ca/public/download/files/254887">https://www.legal.ca/public/download/files/254887</a>

### Childcare Expenses: Examples of Municipalities in Alberta that Reimburse Childcare Expenses (information produced by generative Al program)

#### **Town of Okotoks**

Population: 33,096 (2024)

Council members may be reimbursed for reasonable childcare expenses incurred while attending official meetings, conferences, conventions, or seminars, upon submission of receipts.

Link: https://www.okotoks.ca/sites/default/files/2025-01/GP-C-

2.2%20Council%20Compensation%20and%20Expense%20Reimbursement.pdf

### Municipality of Jasper Population: 4780 (2024)

Jasper's Council Member Remuneration and Benefits Procedure includes provisions for reimbursing reasonable childcare expenses. This applies when councillors attend meetings, conferences, conventions, or seminars in an official capacity.

Link: <a href="https://jasper-alberta.ca/Home/DownloadDocument?docId=d4f63ee2-1f1c-4c43-ac72-dabc7198ad71">https://jasper-alberta.ca/Home/DownloadDocument?docId=d4f63ee2-1f1c-4c43-ac72-dabc7198ad71</a>

#### **Town of Canmore**

Population: 17,200 (2024)

Canmore's Council Remuneration Policy allows councillors to be reimbursed up to \$2,000 annually for childcare and family care expenses incurred while attending official events

Link: https://www.canmore.ca/public/download/files/232463

Municipalities that do not have a specific childcare compensation provision:

- Town of Stony Plain
- Town of Morinville
- Town of Gibbons
- Town of Redwater
- Sturgeon County
- City of Spruce Grove

#### Considerations:

Administration recommends that any changes to the Council Remuneration Policy be confirmed no later than June 2025 in order to allow time for potential electoral candidates to consider this information.

If childcare expenses are to be reimbursed, to simplify budgeting for this expense, administration recommends that Council consider a policy similar to the Town of Canmore (establishing a set amount per year).

Each municipality has different local needs and budget capacity depending on several factors. This may include but not limited to residential, non-residential, and industrial tax base or time required to conduct Council business given local needs. Municipalities also differ regarding other revenue sources. For example, the Town of Redwater receives gas utility revenue while other communities may not own/operate gas utility infrastructure.

#### STRATEGIC ALIGNMENT

Value Statement: Stewardship

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

#### COSTS/SOURCES OF FUNDING

Annual Budget

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

#### Choose one of the following actions:

THAT Council directs administration to amend the draft Council Remuneration Policy with the following changes (list amendments).

OR

THAT Council approves the Council Remuneration Policy as presented.

OR

THAT Council directs administration to...



#### **COUNCIL REMUNERATION**

**SECTION:** Council

**DEPARTMENT:** Administration / Finance

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

**LAST REVIEWED BY COUNCIL:** January 21, 2025

#### **PURPOSE AND INTENT**

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

#### **POLICY STATEMENT**

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

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

Honorarium fees paid to Council shall be as follows:

- 1. \$20,136 per annum paid to the Chief Elected Official of the Town of Bon Accord for attending to and performing the duties and services of the Chief Elected Official, including but not limited to meeting with staff, dealing with and responding to the residents, Regular and Special Council meetings (including preparation for), Committee of the Whole Meetings, staff functions, and Town-related activities not specifically covered by per diem rates.
- 2. \$10,068 per annum paid to each Councillor of the Town of Bon Accord for attending to, and performing the duties and services of Councillor, including but



not limited to meeting with staff, dealing with and responding to the residents, Regular and Special Council meetings (including preparation for), Committee of the Whole Meetings, staff functions, and Town-related activities not specifically covered by per diem rates.

- a. Council members are obligated to notify the CAO/Town Office before the close of business on that day, or earlier if possible, if unable to attend any scheduled monthly meetings.
- b. Council members who are absent from any scheduled monthly meeting without providing notification may be subject to a withholding of not more than 50% of their monthly honorarium, at the discretion of the Chief Elected Officer.
- 3. Per diems shall be paid including travel time (excluding travel, accommodations, and/or meals) for the following:
  - a. Attending events, seminars, conventions, retreats, and/or other meetings/events, and committees as sanctioned by Council located outside the Town of Bon Accord boundaries.
  - b. Town of Bon Accord Workshops: budget, strategic planning, etc.
  - c. Where the Committee/Board is otherwise not paying the elected official a per diem for attendance.
  - d. Per diem rates are to be as follows:
    - i. \$150.00 for a full day (four hours or more)
    - ii. \$75.00 for a half day
- 4. Intermunicipal Subdivision and Development Appeal Board Council remuneration
  - a. \$220 per day for a meeting over 4 hours in duration
  - b. \$110 per day for a meeting 4 hours or less in duration
- 5. A maximum per diem of \$300 per person shall be paid for any one day when

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- attendance at more than one activity occurs on that day.
- 6. Notwithstanding (5.), activities extending beyond a regular working day shall be included as part of a full day rate.
- There will be no direct remuneration paid for any member of Council serving on Boards, Committees, or Commissions where remuneration is paid from another source.
- Honorariums shall be considered for adjustment by Council after an administrative review of the annual AMSC Wage and Compensation Survey results have been received and any indicated changes in the Consumer Price Index.
- 9. Council members are eligible to claim meal costs while attending meetings within or outside the Town as per the receipted amount, up to a maximum of \$100 per day. When a receipt is not available, claims shall be limited to the following rates:
  - a. Breakfast \$15.00
  - b. Lunch \$20.00
  - c. Supper \$25.00
- 10. Spousal tickets, or expenses claimed for spouses (defined as "adult interdependent relationships") shall be at the discretion of Council.
- 11. Mileage shall be paid at \$0.61/km.
- 12. See Schedule A for a listing of common types of activities and whether these are eligible for per diems or reimbursement.



#### Schedule "A"

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

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Official meetings with other elected officials in Town	No
Parades (other than Harvest Days)	Yes
Regular or Special Council Meetings (including Public Hearings)	No
Scheduled and non-scheduled meetings with the Town Manager	No
Signing of cheques and documents	No
Subdivision and Appeal Board	Yes



#### **COUNCIL REMUNERATION**

**SECTION:** Council

**DEPARTMENT:** Administration / Finance

COUNCIL APPROVAL DATE:

LAST REVIEWED BY COUNCIL:

#### **POLICY STATEMENT**

Councillors will receive honorarium, Per Diem, and Expense reimbursement for their official duties as elected officials of the Town of Bon Accord in accordance with this policy.

Members at Large appointed to the Intermunicipal Subdivision and Appeal Board by Council will receive Per Diems and Expense reimbursement in accordance with this policy.

#### **PURPOSE AND INTENT**

The purpose of this policy is to establish remuneration rates and policy statements governing Council remuneration.

#### **DEFINITIONS:**

"Council" means the members of Council including the Mayor and the Deputy Mayor of the Town elected pursuant to the provisions of the Local Authorities Election Act.

"Councillor" means a member of Council including the Mayor and Deputy Mayor.

"Councillor Expense" means the costs incurred by Councillors while carrying out their duties and responsibilities in public office.

"Council Meetings" means Regular, Special, Organizational or Committee of the Whole Meetings.

"Deputy Mayor" means the Councillor who is designated the Deputy Mayor pursuant to the Procedural Bylaw and Municipal Government Act.

"Honorarium" means an annual fee paid in monthly installments to Councillors for attendance at Council Meetings and any other Town business not specifically covered by per diems.



"Per Diems" are an allowance paid to Councillors for specific activities related to their role on Council that are not included in the honorarium fees.

"Mayor" means the Chief Elected Official for the Town.

"Members at Large" means the members-at-large appointed by each participating municipality to be a member of the Intermunicipal Subdivision and Appeal Board and does not include Councillors.

"Networking Event" means a gathering with a focus on networking, including, but not limited to, golf tournaments, Mayor's Breakfasts, and webinar discussions with no curriculum/agenda.

"Town" means the municipal corporation of the Town of Bon Accord.

#### I. REMUNERATION RATES AND POLICY STATEMENTS:

#### A. Honorariums

1. Honorariums for Council are established as follows:

Position	Honorarium Per Year	Paid over 12 months (less required deductions)
Mayor	\$20,136 per year	\$1678 per month
Deputy Mayor or	\$10,068 per year	\$839 per month
Councillor,		
excluding the Mayor		

- 2. Cost of Living Allowance (COLA) shall be applied to honorariums January 01st each year as approved by Council in the annual operating budget.
- 3. Councillors are required to inform the Town Manager as soon as possible if they are unable to attend any scheduled Council Meetings.
- 4. Councillors who are absent from any scheduled monthly meeting without providing notification may be subject to a withholding of not more than 50% of their monthly honorarium, at the discretion of Council.
- Honorariums may be adjusted by Council after reviewing the Alberta Municipalities
   Association Wage and Compensation Survey and Consumer Price Index changes
   during budget discussions every two years.



6. Councillors may request additional tax deductions from monthly honorarium payments by written communication (email) to the Town Manager.

#### **B. Per Diems:**

1. Per Diem rates (not including Per Diems for Intermunicipal Subdivision and Appeal Board Members) are as follows:

Timeframe (including travel time)	Per Diem Rate
Two hours or less	\$37.50
Half Day (more than 2 hours up to 4	\$75
hours)	
Full Day (4 hours or more)	\$150

- 1. Attendance at any eligible Per Diem activity in excess of 8 hours, except a Networking Event, will be paid a \$300 Per Diem.
- 2. Per Diem rates will be paid for the following activities if attendance or appointment has been approved by Council:
  - i. Training and Professional Development: Council Workshops, Orientation, Seminars, Courses, Webinars, Conferences or Conventions.
  - ii. Board, Commission, and Committee Meetings as outlined in **Schedule A**.
  - iii. Regional community events as approved by Council (including but not limited to parades, golf tournaments, or other special events hosted by other municipalities).
- iv. Meet Your Council events that are a full day (4 hours or more).
- v. Other events as approved by Council.
- 3. Intermunicipal Subdivision and Appeal Board Per Diems and expense reimbursement are established in **Schedule B.**
- 4. Per Diems will not be paid for Town or school event attendance except for Meet Your Council events that are 4 hours or more in length.
- 5. Councillors must submit Per Diem claims using the prescribed form as per **Schedule C**.



#### C. Councillor Expense Reimbursement:

- 1. Councillors may claim meal expenses up to \$100 per day, with receipts, for meetings held within or outside the Town and where meals are not provided.
- 2. Claims without a receipt are limited to:

Meal	Reimbursement
Breakfast	\$15
Lunch	\$20
Supper	\$25

- 3. Spousal tickets or expenses for spouses (defined as "adult interdependent relationships") are at Council's discretion.
- 4. Mileage shall be paid at \$0.61/km.
- 5. Parking expenses will be reimbursed with receipt.
- 6. The Town will book and pay for Councillor accommodation and flights in advance, as approved by Council.
- 7. Councillors must submit expense claims using the prescribed form and include receipts where possible as per **Schedule D**.

#### D. Expense and Per Diem Approval Policy Statements:

- 1. Per Diems and Councillor Expenses, excluding the Mayor, are approved by the Mayor and Town Manager as per this policy.
- 2. Per Diems and Councillor Expenses submitted by the Mayor are approved by the Deputy Mayor and the Town Manager as per this policy.
- 3. Council will decide appeals of non-payment of Per Diem or Councillor Expense claims.



#### Schedule A: Boards/Commissions and Committees

Council Board and Committee meetings are not eligible for Per Diems. External and Intermunicipal Board, Commission, and Committee meetings are eligible for Per Diems only as outlined in sections II and III, below.

#### I. Council Boards and Committees

Board or Committee (not Per Diem e	ligible)
Community Services Advisory Board	
Veteran's Memorial Park Committee	
Parks and Trails Committee	
Joint Use Committee	

#### II. External Boards, Commissions and Committees

Board, Committee or Commission (not eligible for Per Diems except as shown)
Roseridge Waste Management Services Commission
Capital Region Northeast Water Services Commission
Arrow Utilities Commission
Bon Accord Library Board
Northern Lights Library System (per diem eligible)
Capital Region Assessment Services Commission
Edmonton Salutes Committee (per diem eligible)
Homeland Housing Board

#### III. Intermunicipal Boards and Committees

Committee, Board or Caucus (Per Diem eligible if not in Town)
Intermunicipal Collaboration Committee
Sturgeon Regional Emergency Advisory Committee
Municipal Emergency Advisory Committee



Sturgeon Region Partnership Committee
Intermunicipal Subdivision and Appeal Board
Northern Alberta Mayor's Caucus

#### Schedule B: Intermunicipal Subdivision and Appeal Board Remuneration

Councillors and Members at Large that have been appointed by Council as Intermunicipal Subdivision and Appeal Board (ISDAB) members shall be compensated for ISDAB meeting attendance as follows:

Length of Meeting	Remuneration Rate
Half Day (4 hours or less)	\$110
Full Day (more than 4 hours)	\$220

Councillor Expenses shall be reimbursed as per this policy and Members at Large will be eligible for the same expense reimbursement including mileage and meals.

Members at Large appointed to the ISDAB must complete the required training before serving on this board. The Town will cover the cost of any training fees for Members at Large and will pay Per Diems at the same rate as Councillor Per Diems for training and professional development.

#### TOWN OF BON ACCORD

#### REQUEST FOR DECISION

**Meeting:** Regular Meeting of Council

Meeting Date: May 20, 2025

**Presented by:** Jessica Spaidal, Legislative Services & Communications

Supervisor

Title: Repeal of Assessment Review Board Duplicate Bylaws

Agenda Item No. 8.3

#### BACKGROUND/PROPOSAL

As part of ongoing bylaw review, administration has reviewed the Town's assessment review board (ARB) bylaws and have a summary below of findings.

#### OLD Bylaws passed in 2010:

- 2010-09 ARB Bylaw (attached)
- 2010-10 Assessment Complaints Designated Officer Bylaw (attached)

#### **NEW Bylaws passed after 2010:**

- 2011-06 ARB Bylaw (attached)
- 2014-07 Position of Assessment Designated Officer (attached)

#### **Key Findings:**

- 2010-09 ARB Bylaw was NOT repealed by 2011-06 yet they cover the same purpose of establishing an ARB. Upon comparison, the 2011 version added the requirement for mandatory training that is now required before becoming an ARB member.
- 2010-10 Assessment Complaints Designated Officer Bylaw was NOT repealed by 2014-07 yet they cover the same purpose of establishing a designated officer for the Town's ARB complaints. Upon comparison, the 2014 version leaves out what is now covered in the agreement the Town has with the Capital Region Assessment Services Commission (CRASC).

#### Agreement:

The Town has a memorandum of agreement with CRASC (attached) to handle the Town's ARB complaints. This was approved via council resolution (most recently, last fall):

DEPUTY MAYOR LARSON MOVED THAT Council directs the Town Manager to sign the Capital Region Assessment Services Commission 2025-2027 Memorandum of Agreement. **Carried resolution 24-412** 

#### DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

#### **Key Considerations:**

- Cross referenced 2011-06 ARB Bylaw with our CRASC agreement to ensure they are in alignment.
- Cross referenced both Assessment Complaints Designated Officer Bylaws with our CRASC agreement and can confirm the 2014 bylaw is sufficient, as the agreement covers items from the 2010 version.
- Confirmed with CRASC that they do not refer to a specific bylaw, therefore, the duplicate bylaws can be repealed without creating confusion for CRASC.
- Repealing the old bylaws will not affect legislated requirements for establishing an Assessment Review Board (MGA section 454) and establishing the position of a designated officer for assessment complaints (MGA section 210).

For the reasons noted above, administration recommends repealing the following bylaws:

- 2010-09 Assessment Review Board Bylaw
- 2010-10 Position of Assessment Designated Officer

#### STRATEGIC ALIGNMENT

Value Statement: Professionalism

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

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

N/A

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

#### All of the following:

#### Resolution #1

THAT Council gives first reading to 2025-06 Repeal of Bylaws 2010-09 and 2010-10.

#### Resolution #2

THAT Council gives second reading to 2025-06 Repeal of Bylaws 2010-09 and 2010-10.

#### Resolution #3

THAT Council gives unanimous consent to hear all three readings of 2025-06 Repeal of Bylaws 2010-09 and 2010-10 in one meeting.

#### Resolution #4

THAT Council gives third and final reading to 2025-06 Repeal of Bylaws 2010-09 and 2010-10.

# Town of Bon Accord Bylaw 2010-09 Assessment Review Boards Bylaw

A BYLAW OF THE TOWN OF BON ACCORD TO ESTABLISH ASSESSMENT REVIEW BOARDS FOR THE PURPOSE OF HEARING AND DECIDING COMPLAINTS, AND OTHER RELATED MATTERS, PERTAINING TO PROPERTY ASSESSMENT.

**WHEREAS**, pursuant to Part 11 of the *Municipal Government Act*, S.A. 2000, c. M-26 Council may establish one or more Assessment Review Boards;

The Council of the Town of Bon Accord enacts:

#### PART I --- PURPOSE, DEFINITIONS AND INTERPRETATION

#### **PURPOSE**

1) The purpose of this Bylaw is to establish Assessment Review Boards under Part 11 of the Municipal Government Act.

#### **DEFINITIONS**

- In this Bylaw, unless the context otherwise requires:
- (a) "Authorized Substitute" means an individual who is authorized for appointment to fill a Vacancy;
- (b) "Board" means an Assessment Review Board;
- (c) "Manager" means a representative from the Capital Region Assessment Services Commission who has been appointed as a Designated Officer to administer the Assessment Review Boards or his delegate;
- (d) "Chair" means a person chosen as chair of an Assessment Review Board under section 10(1) of this Bylaw;
- (e) "Complaint" means a complaint under Part 11 of the Municipal Government Act;
- (f) "Council" means the council of the Town of Bon Accord;
- (g) "Mayor" means the chief elected official of the Town of Bon Accord;
- (h) "Member" means a member of a Board appointed under subsection 6 of this Bylaw, and includes a Chair and a Presiding Officer, but does not include an Authorized Substitute, unless the Authorized Substitute is filling a Vacancy;
- (i) "Municipal Government Act" means the Municipal Government Act, S.A. 2000, c.M-26;
- (j) "Panel" means a panel of one member established under subsection 4(a) of this Bylaw;
- (k) "Presiding Officer" means a member chosen by the members of each Board to be the Presiding Officer at one or more hearings under Part 11 of the Municipal Government Act
- (I) "Vacancy" means an absence from a hearing due to
  - direct or indirect interest in a matter before the Assessment Review Boards, or
  - (ii) an inability or refusal by a member to continue to fulfil his obligation as a member of a Board.

#### **INTERPRETATION**

3) The marginal notes and headings in this Bylaw are for reference purposes only.

# TOWN OF BON ACCORD BYLAW 2010-09 ASSESSMENT REVIEW BOARDS BYLAW

#### PART II — ASSESSMENT REVIEW BOARDS

BOARDS ESTABLISHED 4)		(a) Single person Boards are established.
		(b) Three person Boards are established.
DUTIES OF BOARDS	5)	The Boards and Panels will hear and decide Complaints and related matters in accordance to Part 11 of the <i>Municipal Government Act</i> , S.A. 2000, c. M-26.
MEMBERSHIP	6)	(a) Subject to section 7, the Manager in consultation with the municipality, may appoint up to three Members from the list of individuals adopted by Council resolution to each Board.
		(b) A Member is an Authorized Substitute for any Board.
		(c) Council may by resolution appoint other individuals as Authorized Substitutes.
PANELS OF ONE	7)	(a) Every Member or Authorized Substitute is appointed to sit as a Panel to hear and decide any matter required or permitted to be heard by a Panel under relevant legislation.
		(b) The Manager may decide which of the matters described in subsection 7(a) may be heard and decided by a Panel, and which must be decided by a Board.
		(c) The Manager may decide which of the Members and Authorized Substitutes, if any, may sit as a Panel, and the categories of matters that may be heard and decided by any particular Panel.
TERM OF OFFICE	8)	(a) Council may by resolution specify the dates of the beginning and end of the term of office of a Member or an Authorized Substitute.
		(b) Council may by resolution appoint a Member or an Authorized Substitute for more than one term.
VACANCIES	9)	(a) The Manager may appoint an Authorized Substitute from those listed in Schedule A to fill a Vacancy.
		(b) If no Authorized Substitute is available to fill a Vacancy, the Mayor may appoint an individual as an acting member of a Board.
CHAIR	10)	(a) The members will select one member from those assigned to hear a complaint to serve as the Chair.
		(b) The Chair shall be the Presiding Officer for the hearing.
DUTIES OF PRESIDING OFFICER	11)	The Presiding Officer will:
		(a) ensure that hearings are conducted fairly;
		(b) prepare and sign written reasons for any hearings over which the Presiding Officer presides;
		(c) ensures that any dissenting opinions are prepared and signed by the member dissenting; and,
		(d) review and, whenever appropriate, approve any other documents the Manager may prescribe from time to time for any hearings over which the Presiding Officer presides.
DUTIES OF THE MANAGER	12)	The Manager may:
		(a) act as Chair at general meetings of the Members and Authorized Substitutes;

# Town of Bon Accord Bylaw 2010-09 Assessment Review Boards Bylaw

- (b) act as the primary liaison between the Members and Authorized Substitutes, the Boards, Panels and Council;
- (c) prepare a report for Council on all Boards, which may include:
  - (i) an evaluation of each Member and Authorized Substitute who wishes to be reappointed,
  - (ii) recommendations to Council for reappointment,
  - (iii) an evaluation of the skills, knowledge and experience required by applicants for membership, and
  - (iv) any other information or opinions requested or required by Council or a Committee of Council from time to time;
- (d) monitor hearings and recommend to the Members measures to improve the fairness and efficiency of hearings; and
- (e) perform any other Assessment Review Board duties that Council may prescribe from time to time.

REMUNERATION AND EXPENSES

13)

Council may by resolution set the level of remuneration and rate of reimbursement for expenses to be paid to Members, Panels, and Authorized Substitutes.

#### PART III — FEES

**FILING FEE** 

- (a) Council by resolution will set fees that must be paid to the municipality when a Complaint is filed.
  - (b) The fee must be paid.

REFUND OF FILING FEE15

- (a) The municipality must refund a fee paid under section 13 as required by the *Municipal Government Act*.
- (b) Refund a fee paid under section 14 to a complainant who withdraws a Complaint before the Manager has scheduled a hearing of the Complaint.

FEE FOR COPIES

6) A person who wishes to obtain copies of a document or an audio tape relating to Complaints must pay fees in accordance with general policies established by Council from time to time.

#### **PART IV — GENERAL**

SOLICITOR

17) An independent solicitor may be appointed by the manager to advise the Boards about assessment review and related matters.

NUMBER AND GENDER 18) REFERENCES

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

REPEAL

19) Bylaw 284 The Assessment Review Board Bylaw is repealed.

# TOWN OF BON ACCORD BYLAW 2010-09 ASSESSMENT REVIEW BOARDS BYLAW

### THIS BYLAW WILL COME INTO EFFECT UPON RECEIVING 3RD READING

READ A FIRST TIME THIS 15 <sup>th</sup> DAY OF June	, 2010.
Mayor Lindly VanDusen	Chief Administrative Officer Vicki Zinyk
READ A SECOND TIME THIS 15 <sup>th</sup> DAY OF Ju	
de	Bunga
Mayor Lindly VanDusen	Chief Administrative Officer Vicki Zinyk
READ A THIRD TIME THIS 22 <sup>nd</sup> DAY OF June	e, 2010.
200	
Mayor Lindly VanDusen	Officer Vicki Zinyk

#### Town of Bon Accord **BYLAW 2010-09** ASSESSMENT REVIEW BOARDS BYLAW

#### SCHEDULE "A" - APPOINTMENT OF ASSESSMENT REVIEW BOARD MEMBERS

- 1.
- Mayor, or; Deputy Mayor and or Councillor(s)

# TOWN OF BON ACCORD BYLAW 2010-10 ASSESSMENT COMPLAINTS DESIGNATED OFFICER BYLAW

A BYLAW OF THE TOWN OF BON ACCORD TO ESTABLISH THE POSITION OF AN ASSESSMENT COMPLAINTS MANAGER AND DELEGATION OF POWERS, DUTIES, AND FUNCTIONS OF THAT POSITION.

Whereas, pursuant to section 210 of the *Municipal Government Act*, S.A. 2000, c. M-26, Council may establish a position to carry out the powers, duties and functions of a designated officer; and,

Whereas, pursuant to section 203 of the *Municipal Government Act*, Council may by bylaw delegate any of its powers, duties and functions to a designated officer; and,

Whereas, pursuant to section 211 of the *Municipal Government Act*, Council may revoke with or without cause the appointment of a person to the position of a designated officer; and,

Whereas, the Town of Bon Accord is a member of the Capital Region Assessment Services Commission, a Commission established pursuant to Alberta Regulation 77/96; and,

**Whereas**, pursuant to Bylaw 2010-09, Council may appoint an individual to serve as the Assessment Complaints Manager for the municipality;

The Council of the Town of Bon Accord enacts:

#### PART I - PURPOSE, DEFINITIONS AND INTERPRETATION

PUR	POSE
-----	------

The purpose of this bylaw is to establish the position of Assessment Complaints Manager and to delegate powers, duties, and functions to that position.

#### **DEFINITIONS**

In this bylaw, unless the context otherwise requires:

- "Assessment Review Board" means the Assessment Review Boards within the meaning of the Municipal Government Act,
- "Assessment Complaints Manager" means the individual appointed by the Capital Region Assessment Services Commission to administer Assessment Review Boards, or his designate;
- "Capital Region Assessment Services Commission" means a Regional Services Commission within the meaning of the Municipal Government Act;
- "CAO" means the Chief Administrative Officer of the municipality within the meaning of the *Municipal Government Act* or his delegate;
- "Council" means the municipal council of the Town of Bon Accord;

## RULES FOR INTERPRETATION

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

# Town of Bon Accord Bylaw 2010-10 Assessment Complaints Designated Officer Bylaw

#### **PART II - APPOINTMENT AND DELEGATION**

## DESIGNATED OFFICER

The position of Designated Officer for the purpose of managing the Assessment Complaints is established, and the individual appointed to that position will have the title "Assessment Complaints Manager."

#### APPOINTMENT OF ASSESSMENT COMPLAINTS MANAGER

Council by resolution will appoint an individual or individuals proposed by the Capital Region Assessment Services Commission to the position of Assessment Complaints Manager.

#### **SUBDELEGATION**

The Assessment Complaints Manager is authorized to further delegate, and to authorize further delegations of any powers, duties, and functions delegated to the Assessment Complaints Manager to another person.

#### **ACCOUNTABILITY**

Notwithstanding this Bylaw the Assessment Complaints Manager is accountable to Council for the exercise of all powers, duties, and functions delegated to the Assessment Complaints Manager.

#### **PART III - ROLES**

#### **ROLES**

The Assessment Complaints Manager will have four roles:

- In consultation with the municipality, coordinate the Assessment Review Boards that may be required by Council;
- (2) Maintain the list of potential Assessment Review Board members;
- (3) Recommend the list for consideration by Council their appointment; and,
- (4) Select from the list that Council has adopted, those members needed to serve as an Assessment Review Board to hear Assessment Complaints that may be filed in the municipality.

#### PART IV - ADMINISTRATIVE POWERS, DUTIES AND FUNCTIONS

## POWERS, DUTIES AND FUNCTIONS

The Assessment Complaints Manager has:

- (a) all the powers, duties and functions as delegated to the Assessment Complaints Manager by Council by this or any other bylaw, including the functions of Assessment Clerk, subject to any applicable legislation;
- (b) may exercise the powers, duties, and functions as may be required by Council from time to time;
- (c) is authorized in consultation with the municipality, to appoint from the Council approved list of individuals, those required members needed to serve on Assessment Review Boards subject to any applicable legislation;
- (d) is authorized to establish and implement all policies, procedures,

# Town of Bon Accord Bylaw 2010-10 Assessment Complaints Designated Officer Bylaw

standards and guidelines for all matters relating to the administration of Assessment Review Boards that may be adopted by the Capital Region Assessment Services Commission.

#### **PART V - GENERAL**

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

THIS BYLAW WILL COME INTO EFFECT UPON RECEIVING 3RD READING

READ A FIRST TIME THIS 15 <sup>th</sup> DA	Y OF June, 2010.
2	
Mayor Lindly VanDusen	Chief Adamustrative Officer Vicki Zinyk
READ A SECOND TIME THIS 15 <sup>th</sup> [	DAY OF June, 2010.
	112 -
Mayor Lindly VanDusen	Chief Administrative Officer Vicki Zinyk
	1 10
READ A THIRD TIME THIS 22 <sup>nd</sup> DA	AY OF June, 2010.
2	1/Bunit
Mayor Lindly VanDusen	Chief Adamstrative Officer Vicki Zinyk

# TOWN OF BON ACCORD BYLAW 2011-06 ASSESSMENT REVIEW BOARDS BYLAW

A BYLAW OF THE TOWN OF BON ACCORD TO ESTABLISH ASSESSMENT REVIEW BOARDS FOR THE PURPOSE OF HEARING AND DECIDING COMPLAINTS, AND OTHER RELATED MATTERS, PERTAINING TO PROPERTY ASSESSMENT.

WHEREAS, pursuant to Part 11 of the *Municipal Government Act*, S.A. 2000, c. M-26 Council may establish one or more Assessment Review Boards;

The Council of the Town of Bon Accord enacts:

#### PART I — PURPOSE, DEFINITIONS AND INTERPRETATION

#### **PURPOSE**

1) The purpose of this Bylaw is to establish Assessment Review Boards under Part 11 of the Municipal Government Act.

#### DEFINITIONS

- 2) In this Bylaw, unless the context otherwise requires:
- (a) "Authorized Substitute" means an individual who is authorized for appointment to fill a Vacancy;
- (b) "Board" means an Assessment Review Board;
- (c) "Manager" means a representative from the Capital Region Assessment Services Commission who has been appointed as a Designated Officer to administer the Assessment Review Boards or his delegate;
- (d) "Chair" means a person chosen as chair of an Assessment Review Board under section 10(1) of this Bylaw;
- (e) "Complaint" means a complaint under Part 11 of the Municipal Government Act;
- (f) "Council" means the council of the Town of Bon Accord;
- (g) "Mayor" means the chief elected official of the Town of Bon Accord;
- (h) "Member" means a member of a Board appointed under subsection 6 of this Bylaw, and includes a Chair and a Presiding Officer, but does not include an Authorized Substitute, unless the Authorized Substitute is filling a Vacancy;
- (i) "Municipal Government Act" means the Municipal Government Act, S.A. 2000, c.M-26;
- (j) "Panel" means a panel of one member established under subsection 4(a) of this Bylaw;
- (k) "Presiding Officer" means a member chosen by the members of each Board to be the Presiding Officer at one or more hearings under Part 11 of the Municipal Government Act
- (I) "Vacancy" means an absence from a hearing due to
  - (i) direct or indirect interest in a matter before the Assessment Review Boards, or
  - (ii) an inability or refusal by a member to continue to fulfil his obligation as a member of a Board.

#### INTERPRETATION

3) The marginal notes and headings in this Bylaw are for reference purposes only.

# TOWN OF BON ACCORD BYLAW 2011-06 ASSESSMENT REVIEW BOARDS BYLAW

#### PART II — ASSESSMENT REVIEW BOARDS

BOARDS FOTABLISHE	2.4	(a) Circle 2		
BOARDS ESTABLISHED 4)		(a) Single person Boards are established.		
5117170 07 70 177		(b) Three person Boards are established.		
DUTIES OF BOARDS	5)	The Boards and Panels will hear and decide Complaints and related matters in accordance to Part 11 of the <i>Municipal Government Act</i> , S.A. 2000, c. M-26.		
MEMBERSHIP	6)	(a) Subject to section 7, the Manager in consultation with the municipality, may appoint up to three Members from the list of individuals adopted by Council resolution to each Board.		
		(b) A Member is an Authorized Substitute for any Board.		
		(c) Council may by resolution appoint other individuals as Authorized Substitutes.		
PANELS OF ONE	7)	(a) Every Member or Authorized Substitute is appointed to sit as a Panel to hear and decide any matter required or permitted to be heard by a Panel under relevant legislation.		
		(b) The Manager may decide which of the matters described in subsection 7(a) may be heard and decided by a Panel, and which must be decided by a Board.		
		(c) The Manager may decide which of the Members and Authorized Substitutes, if any, may sit as a Panel, and the categories of matters that may be heard and decided by any particular Panel.		
TERM OF OFFICE	8)	(a) Council may by resolution specify the dates of the beginning and end of the term of office of a Member or an Authorized Substitute.		
		(b) Council may by resolution appoint a Member or an Authorized Substitute for more than one term.		
VACANCIES 9		(a) The Manager may appoint an Authorized Substitute from those listed in Schedule A to fill a Vacancy.		
		(b) If no Authorized Substitute is available to fill a Vacancy, the Mayor may appoint an individual as an acting member of a Board.		
CHAIR	10)	(a) The members will select one member from those assigned to hear a complaint to serve as the Chair.		
		(b) The Chair shall be the Presiding Officer for the hearing.		
DUTIES OF PRESIDING	11)	The Presiding Officer will:		
OFFICER		(a) ensure that hearings are conducted fairly;		
		(b) prepare and sign written reasons for any hearings over which the Presiding Officer presides;		
		(c) ensures that any dissenting opinions are prepared and signed by the member dissenting; and,		
		(d) review and, whenever appropriate, approve any other documents the Manager may prescribe from time to time for any hearings over which the Presiding Officer presides.		
DUTIES OF THE	12)	The Manager may:		
MANAGER		(a) act as Chair at general meetings of the Members and Authorized Substitutes;		

## Town of Bon Accord BYLAW 2011-06 ASSESSMENT REVIEW BOARDS BYLAW

- (b) act as the primary liaison between the Members and Authorized Substitutes, the Boards. Panels and Council:
- (c) prepare a report for Council on all Boards, which may include:
  - (i) an evaluation of each Member and Authorized Substitute who wishes to be reappointed,
  - (ii) recommendations to Council for reappointment,
  - (iii) an evaluation of the skills, knowledge and experience required by applicants for membership, and
  - (iv) any other information or opinions requested or required by Council or a Committee of Council from time to time;
- (d) monitor hearings and recommend to the Members measures to improve the fairness and efficiency of hearings; and
- (e) perform any other Assessment Review Board duties that Council may prescribe from time to time.

REMUNERATION AND 13) EXPENSES

Council may by resolution set the level of remuneration and rate of reimbursement for expenses to be paid to Members, Panels, and Authorized Substitutes.

#### PART III — FEES

FILING FEE

- 14) (a) Council by resolution will set fees that must be paid to the municipality when a Complaint is filed.
  - (b) The fee must be paid.

REFUND OF FILING FEE15

- (a) The municipality must refund a fee paid under section 13 as required by the *Municipal Government Act*.
- (b) Refund a fee paid under section 14 to a complainant who withdraws a Complaint before the Manager has scheduled a hearing of the Complaint.

FEE FOR COPIES

16) A person who wishes to obtain copies of a document or an audio tape relating to Complaints must pay fees in accordance with general policies established by Council from time to time.

#### **PART IV — GENERAL**

SOLICITOR

17) An independent solicitor may be appointed by the manager to advise the Boards about assessment review and related matters.

NUMBER AND GENDER 18) REFERENCES All references in this Bylaw will be read with such changes in number and gender as may be appropriate according to whether the reference is to a male or female person, or a corporation or partnership.

REPEAL

19) Bylaw 264 The Assessment Review Board Bylaw is repealed.

3010-09

# TOWN OF BON ACCORD BYLAW 2011-06 ASSESSMENT REVIEW BOARDS BYLAW

THIS BYLAW WILL COME INTO EFFECT UPON RECEIVING  $3^{\rm RD}$  READING

READ A FIRST TIME THIS 19th DAY OF April 2011.

Mayor Randolph Boyd

Chief Administrative Officer Vicki Zinyk

READ A SECOND TIME THIS 19th DAY OF April 2011.

Mayor Randolph Boyd

Chief Administrative Officer Vicki Zinyk

READ A THIRD TIME THIS 19th DAY OF April 2011, 2011.

Mayor Randolph Boyd

Chief Administrative Officer Vicki Zinyk

## Town of Bon Accord Position of Assessment Designated Officer ByLaw 2014-07

## A BYLAW OF THE TOWN OF BON ACCORD, IN THE PROVINCE OF ALBERTA, TO ESTABLISH THE POSITION OF DESIGNATED OFFICER

**WHEREAS**, pursuant to the provisions of section 210 of the Municipal Government Act, powers, duties, and functions of a designated officer.

**NOW THEREFORE**, the Council of the Municipality of Bon Accord in the Province of Alberta, duly assembled, hereby enacts as follows.

- 1. That the position of Assessor is established to carry out the duties and responsibilities of an assessor as designated in the Municipal Government Act.
- 2. That this bylaw is effective upon the date of its third and final reading.

READ A FIRST TIME THIS 15th DAY OF JULY, 2014.

Mayor Randolph Boyd

Chief Administrative Officer Vicki Zinyk

READ A SECOND TIME THIS 15th DAY OF JULY, 2014.

Mayor Randolph Boyd

Chief Administrative Officer Vicki Zinyk

READ A THIRD TIME THIS 15th DAY OF JULY, 2014.

Mayor Randolph Boyd

Chief Administrative Officer Vicki Zinyk

Office Use Only
Member or Participant
Municipality:
Passivad:

# MEMBER MEMORANDUM OF AGREEMENT 2025 - 2027

# LOCAL ASSESSMENT REVIEW BOARDS and COMPOSITE ASSESSMENT REVIEW BOARDS

Capital Region Assessment Services Commission
C.R.A.S.C.

1 January 2025

#### MEMORANDUM OF AGREEMENT

made between

### CAPITAL REGION ASSESSMENT SERVICES COMMISSION

(the "Commission")

and

TOWN OF BON ACCORD (the "Member")

WHEREAS the Commission will provide specific administrative and financial services relating to Assessment Review Boards to the Member.

**AND WHEREAS** the Commission and the Member have reached agreement with respect to the terms and conditions under which the Commission will provide such administrative and financial services to the Member.

NOW THEREFORE the Commission and the Member agree as follows:

#### 1. **DEFINITIONS**

- a. "Board" means the Board of Directors of the Capital Region Assessment Services Commission.
- b. "Commission" means the Capital Region Assessment Services Commission.
- c. "Fiscal Year" means 1st of January to 31st of December.
- d. "Member" and "Municipality" mean a municipal authority listed in the Appendix to Alberta Regulation 77/96, as amended from time to time.
- e. "Panelist" means an individual who is accredited by the Alberta Land & Property Rights Tribunal ("LPRT") to hear Assessment Complaints.
- f. "Assessment Review Board" and "ARB" mean either the Local Assessment Review Board ("LARB") or the Composite Assessment Review Board ("CARB").
- g. "Assessment Clerk" means an individual who is accredited by the Alberta LPRT to perform assessment clerk services.

h. "Term" means the term of this agreement as set forth in Section 2.

#### TERM

The term of this agreement is as specified in Schedule "A" hereto. The Term may be extended by an agreement in writing between the parties hereto before the end of the Term, failing which the agreement shall terminate at the end of the Term without notice by either party to the other and without additional compensation from the Member to the Commission.

#### 3. OBLIGATIONS of the COMMISSION

The Commission will provide a full ARB administration service from receipt of Complaint forms through to distribution of the hearing decisions, including, but not limited to:

- a. receiving Complaint forms from the Member, acknowledging their receipt, setting up hearings, preparing and distributing Notices of Hearings, attending each hearing and distributing the decision.
- **b.** maintaining a Panelist pool sufficient to respond to the Member's requirements for Assessment Review Board hearings.
- **c.** annually providing the Member with:
  - i. a list of Commission approved Panelists from which the Commission can draw to fill its hearing needs;
  - ii. the name of the chair of the LARB and CARB;
  - iii. the name of the Assessment Clerk of the LARB and CARB.
- d. apprising the Member of such information relevant and necessary for the performance of its legislated duties and responsibilities with respect to Assessment Review Boards.
- e. providing an Assessment Clerk at Assessment Review Board hearings, unless the Member informs the Commission of its wish to provide its own Assessment Clerk.
- f. assisting the Panelists to prepare a written decision from each hearing and distributing the decision to the appropriate parties. NOTE The decisions, reasons therefore and the writing of the decision are the responsibility of the hearing panelists. The clerk will provide only administrative and clerical assistance to this function.
- g. preparing, and distributing to the Member appropriate administrative and operating policies and procedures relating to Assessment Review Boards.

h. annually meeting with the Panelists to review activities and ensuring that the Panelists are current with respect to Assessment Review Board hearing information.

#### Panelist Nominations:

From time to time the Commission will contact Members seeking nominations of suitable individuals who may be appointed as potential Panelists so that an acceptable pool of accredited Panelists can be maintained. The determination of the Panelist pool rests solely with the Commission.

Should the Commission decide to accept the Member's nominee, the Commission will contact the Member's nominee to outline the requirements for being considered as a Panelist and inform the nominee of pending training and accreditation requirements and opportunities. Upon successful accreditation, the nominee will be entered on the Commission's Panelist pool registry as maintained by the Commission.

#### 4. OBLIGATIONS of the MEMBER

The Member will cooperate with the Commission to ensure the smooth running of the Commission's ARB practices and procedures, including, but not limited to:

- a. annually appointing to the LARB and CARB the list of Commission Panelists, the name of the chair and the name of the Assessment Clerk, provided to the Member by the Commission each year. NOTE The Commission draws from only its own designated pool of Panelists to sit on Commission administered hearings.
- **b.** providing the Commission with immediate notification by email when an Assessment Review Board Complaint has been filed with the Member.
- c. for each complaint, promptly scanning and emailing the following to the Commission: (IMPORTANT Where the following documentation contains colour, the document should be scanned in colour.)
  - Assessment Review Board Complaint form
  - Assessment Complaints Agent Authorization form if appropriate
  - Proof of payment of applicable complaint fee
  - All other documentation provided by the complainant accompanying the ARB Complaint form
  - Copy of the assessment notice or combined assessment/tax notice that is the subject of the complaint
  - Confirmation of the date that the complaint was received by the Member and that the complaint was received within the deadline for submission of complaints.
- d. when requested by the Commission, providing a suitable meeting room or other means of facilitating a hearing (e.g. setting up, providing and hosting suitable

videoconference and/or teleconference facilities) for the Assessment Review Board hearing without charge to the Commission. The decision regarding how the hearing will take place, e.g in person, by video/teleconference or by other means will be at the sole discretion of the Commission.

#### 5. FEES and EXPENSES

Each year the Board will review the budget for Assessment Review Board services and will establish such fees as it deems appropriate. Annually, the Member will be informed as to what the forthcoming year's fees will be. Effective at the commencement of this Agreement, these approved fees and expenses are as shown in Schedule "A", and they will remain in effect for the remaining years of this agreement unless changed by the Board.

The Commission will invoice each Member for the applicable fees and expenses listed in Schedule "A" and the Member will pay those invoices in a timely manner.

Should the Board change the fees in Schedule "A", the Member has the option to withdraw from this agreement within 30 days from the latter of the date of the change(s) coming into effect and the Member being informed of the change(s).

#### 6. LEGAL EXPENSES

The Assessment Review Board (ARB) is a quasi-judicial board established in accordance with the Municipal Government Act and your municipal bylaw. The Board is independent from your municipality and is comprised of citizen members appointed by Municipal Council.

The ARB makes decisions in an impartial manner and applies the principles of natural justice and procedural fairness, which includes the right to legal counsel.

In some circumstances the ARB will request legal counsel to support its role in the complaint/hearing/decision writing process; the Municipality is solely responsible for the cost to retain sufficient legal services. It is normal protocol for the legal account to be opened in CRASC's name to maintain genuine independence. The legal invoices will then be billed back to the municipality at cost for reimbursement.

#### 7. MEMBER INFORMATION

All Member information relating to the Assessment Review Board complaints is deemed the property of the Member.

Other than for the proper functioning of the Assessment Review Board process, the Commission will not disclose or make known to any person the Member information or any matter or thing which comes to the knowledge of or is disclosed to the Commission by reason of this Agreement and shall retain all such knowledge as confidential, unless the Commission is required by law, or is expressly authorized by the Member in writing, to disclose or make known the knowledge.

Where Member information, whether paper or electronic, is in the temporary possession or control of the Commission, the Commission will ensure the security and safety of all data and allow only authorized access to the Member information.

#### 8. TERMINATION

A Member shall be entitled to terminate this agreement upon six (6) months written notice together with payment of the annual fees for the balance of the Term.

The Commission reserves the right to terminate this agreement upon six (6) months written notice to the Member.

#### 9. SURVIVAL

The provisions of this agreement, which by their context are meant to survive the expiry or earlier termination of this agreement, shall so survive for the benefit of the party relying upon the same.

#### 10. NOTICE

Whether or not so stipulated herein, all notices, communication, requests and statements required or permitted hereunder shall be in writing.

#### 11. ASSIGNMENT

This agreement or any rights arising out of this agreement shall not be assigned by either party hereto without the other party's prior written consent, which consent shall not be arbitrarily withheld.

#### 12. ENTIRE AGREEMENT

This agreement represents the entire agreement between the parties with respect to the subject matter hereof.

#### 13. AMENDMENTS

This agreement can be modified, amended or assigned only by a written instrument duly executed by the parties.

#### OTHER:

#### Judicial Review of an ARB decision: 14.

Judicial reviews of the Board's decisions are governed by section 470 of the Municipal Government Act.

If the municipality is considering an application to the Court of King's Bench it is mandatory that legal counsel is consulted. Please note this is beyond the scope of this contract.

The ARB Members and Clerk are not able to offer any legal advice, suggestions, or guidance with respect to such inquiries. The CRASC Clerk may assist in securing legal representation if requested.

IN WITNESS WHEREOF the parties hereto have executed this agreement by the hands of their respective, properly authorized officers, on their behalf.

THE COMMISSION:

CAPITAL REGION ASSESSMENT SERVICES

Name Gerry Amorin Nov. 26/2024

COMMISSION

THE MEMBER:

Authorized Signature

Your of Bon accord

Name of Member Municipality

Todi Braun November 20, 2024

Date

#### SCHEDULE "A"

#### **TERM of AGREEMENT**

The Term of this agreement is for the period from 1 January 2025 to 31 December 2027.

#### **FEES and EXPENSES**

The compensation payable by the Member to the Commission for its performance of this agreement is as follows:

#### 1. Annual Fees per Member - Per Fiscal Year

- a. Core fee of \$400, plus;
- b. Per parcel fee of \$0.15, based on the number of Member's parcels on file with the Commission as at 1 January of each year of the Agreement.

#### 2. Hearing Fees - Per Hearing

Assessment Review Board Hearing Fees are chargeable to the Member for each hearing and depend on the services provided to the Member for each hearing. <u>Not all fees may be chargeable for every hearing</u>.

#### a. Hearing:

\$800 for each LARB hearing

\$800 for each CARB hearing

#### b. Panelist:

\$193 per Panelist for each hearing and associated travel time that do not exceed four (4) hours.

\$330 per Panelist for each hearing and associated travel time that exceed four (4) hours and do not exceed eight (8) hours.

\$495 per Panelist for each hearing and associated travel time that exceed eight (8) hours.

#### c. Presiding Officer:

\$248 per Presiding Officer for each hearing and associated travel time that do not exceed four (4) hours.

\$440 per Presiding Officer for each hearing and associated travel time that exceed four (4) hours and do not exceed eight (8) hours.

\$660 per Presiding Officer for each hearing and associated travel time that exceed eight (8) hours.

#### d. Assessment Clerk:

\$800 for each hearing where the Commission provides an Assessment Clerk.

Note: If panel deliberations take place on a date other than the Hearing Date, additional charges will apply as per the hearing rates above.

#### 3. Hearing Expenses

Travel and subsistence expenses are chargeable to the Member for each hearing. These are based on the rates established from time to time by the Government of Alberta for its Boards, Agencies and Commissions.

#### 4. Judicial Review

If a complaint is appealed, CRASC offers Clerk Services at a rate of \$125 per hour. This would include but is not limited to responding to "Notice to Obtain Record of Proceedings" and any other administrative tasks that the ARB Clerk has jurisdiction to perform.

#### **COMMISSION'S SERVICE ADDRESS**

The Commission's address for service of notices is:

Capital Region Assessment Services Commission 11810 Kingsway Edmonton, Alberta T5G 0X5

Telephone:

780-451-4191

Email:

info@crasc.ca

#### MEMBER'S SERVICE ADDRESS

The Member's address for service of notices is:

Name of municipality TOWN OF BON ACCORD
Contact name JODI BROWN
Address 1 BOX 779
Address 2 5025 - 50th AVENUE
City/Province BON ACCORD, ALBERTA
Postal Code TOA OKO
Telephone: 780 - 921 - 3550
Email: randobonaccord, ca

## Town of Bon Accord ByLaw 2025-06 Repeal of ByLaws 2010-09 and 2010-10

## A Bylaw of the town of bon accord, in the province of Alberta to Repeal Bylaws 2010-09 and 2010-10.

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

WHEREAS the Municipal Government Act RSA 2000, c. M-26 provides that a Council may, by bylaw, establish Council committees and other bodies:

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

- 1. This bylaw hereby repeals Bylaw 2010-09, being a bylaw of the Town of Bon Accord, in the Province of Alberta, to establish Assessment Review Boards for the purpose of hearing and deciding complaints, and other related matters pertaining to the property assessment.
- 2. This bylaw hereby repeals Bylaw 2010-10, being a bylaw of the Town of Bon Accord, in the Province of Alberta, to establish the position of an Assessment Complaints Manager and delegation of powers, duties, and functions of that position.

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

READ A FIRST TIME THIS	_day of	2025.	
READ A SECOND TIME THIS _	day of _	2025.	
READ A THIRD TIME THIS	_day of	2025.	
SIGNED AND PASSED THIS	day of	2025.	
			Mayor Drian Haldan
			Mayor Brian Holden
			Chief Administrative Officer, Jodi Brown

Bylaw 2025-06 Page 1 of 1

#### **TOWN OF BON ACCORD**

#### REQUEST FOR DECISION

**Meeting:** Regular Meeting of Council

Meeting Date: May 20, 2025

**Presented by:** Falon Fayant, Corporate Services Manager

Title: Joint Use and Planning Agreement

Agenda Item No. 8.4

#### **BACKGROUND/PROPOSAL**

Administration has been working with the Associate Superintendent, Corporate Services at the Sturgeon School Division on the Joint Use and Planning Agreement draft.

Joint use and planning agreements are a formal partnership between the municipality and the school board and are required by the Municipal Government Act (MGA). They're intended to enable integrated and long-term planning and use of school sites on municipal reserve (MR), school reserve (SR), and municipal and school reserve (MSR) land in the municipality.

The deadline to establish a joint use and planning agreement was originally 2023 and has been extended to June 2026.

#### DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

Per the requirements outlined in the MGA, the attached agreement outlines the following:

- The planning, development, and use of school sites on municipal reserve, school reserve, and municipal and school reserve land in the municipality.
- The transferring of municipal reserve, school reserve, and municipal and school reserve land between a municipality and school board.
- Disposal of school sites.
- Servicing of school sites.
- The use of school facilities, municipal facilities and playing fields, as well as the maintenance and the payment of fees and other liabilities.
- Outlines how the municipality and the school board will work together.
- Establishes a dispute resolution procedure.
- Establishes a timeframe for regular review of the agreement.

Our planning and development officer, Paul Hanlan, has also reviewed the agreement.

#### STRATEGIC ALIGNMENT

Priority # 5 Collaboration: The Town of Bon Accord has strong, sustainable relationships to enhance municipal programs and services.

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

NA

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

THAT ... Council directs that the Town Manager and the Mayor sign the Joint Use and Planning Agreement.

#### **JOINT USE AND PLANNING AGREEMENT**

THIS AGREEMENT MADE THIS \_\_\_\_\_ day of \_\_\_\_\_\_, 2025

BETWEEN:

#### THE TOWN OF BON ACCORD,

a municipal corporation, incorporated under the laws of the

Province of Alberta

(referred to as the "Municipality")

-AND-

#### THE STURGEON PUBLIC SCHOOL DIVISION

a school division under the laws of the Province of Alberta (referred to as the "**Division**")

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#### WHEREAS:

- A. The *Municipal Government Act* and the *Education Act* require a municipality and any school Division operating within the boundaries of the municipality to enter into and maintain a joint use and planning agreement;
- B. The Municipality and the Division agrees that joint use of municipal facilities and school Division facilities is an important tool in providing educational, cultural and recreational opportunities for residents in a manner that reduces or eliminates the need to duplicate facilities thereby making the most effective use of the limited economic resources of the Municipality and Division;
- C. It is the responsibility of the Division to develop and deliver educational programs and to provide the necessary facilities and sites for these programs;
- D. It is the responsibility of the Municipality to plan, develop, operate and maintain park and recreational land, and facilities for recreational purposes, and to organize and administer public recreational programs;
- E. The *Municipal Government Act* allows the Municipality to obtain municipal reserve (MR), school reserve (SR) or municipal and school reserve (MSR) as lands within the Municipality are subdivided to meet the open space and site needs of the Municipality and Division;
- F. The *Municipal Government Act* provides that a subdivision authority may require as a condition of subdivision approval that the owner of a parcel of land that is being subdivided provide Municipal Reserve land in an amount that may not exceed 10% of the parcel of land being subdivided less any land required to be provided as environmental reserve;
- G. The *Municipal Government Act* provides that where reserve land is required to be provided the subdivision authority must specify the amount, type and location of reserve land and allocate the reserve land between the Municipality and Division either in accordance with an agreement between the Municipality and the Division or, in the absence of an agreement, in accordance with the needs of the Municipality and Division as those needs are determined by the subdivision authority;
- H. The Municipality and the Division agree to enter into this Agreement in recognition of their mutual commitment to maximize the potential of the joint use of facilities, municipal reserve, school reserve, and municipal and school reserve lands in the Municipality of Bon Accord; and
- I. The Parties wish to create clarity, transparency, and consistency with respect to their agreed process for discussing, and where applicable implementing, methodologies for carrying out:
  - a) planning, development and use of School Sites on reserve land;

- b) transfers of reserve land under the *Municipal Government Act*;
- c) disposal of School Sites;
- d) servicing of School Sites; and
- e) the use of School Facilities and Municipal Facilities including matters related to maintenance, payment of fees and other liabilities associated with such facilities,

**NOW THEREFORE IN CONSIDERATION** of the mutual premises set out herein, the Parties agree as follows:

#### 1) DEFINITIONS

In this Agreement, the following terms shall be interpreted as having the following meanings:

- a) "Agreement" means this Agreement, as amended from time to time, and any Schedules which are attached hereto and which also may be amended from time to time.
- b) "Arbitration Act" means the Arbitration Act, RSA 2000, c. A-43, and any regulations made thereunder as amended or replaced from time to time.
- c) "Area Structure Plan" means a statutory plan adopted by the Municipality as per Division 4 of Part 17 of the *Municipal Government Act* and includes area redevelopment plans, municipal development plans and any other statutory plans as defined in that legislation.
- d) "Calendar Day" means any one of the seven (7) days in a week.
- e) "CAO" means the Chief Administrative Officer of the Municipality.
- f) "Community Use" means use by members of the general public and not a User Group.
- g) "Conceptual Scheme" means any conceptual scheme, outline plan, or other similar planning document adopted by the Municipality from time to time other than an Area Structure Plan.
- h) "Council" means the municipal council of the Municipality.
- i) "Education Act" means the Education Act, SA 2012, c. E-0.3, and any regulations made thereunder as amended or replaced from time to time.
- i) "Effective Date" means XXX, 2025.
- k) "Facility Operational Guidelines" means the guidelines for use of a facility as adopted by the Parties to efficiently operate the facilities from time to time or, in the absence of such guidelines having been adopted by the Parties, best practices for the operation of comparable facilities.
- "Facility Booking Office" means for the Municipality the individual or individuals
  responsible for coordinating the booking of Joint Use Space provided by the Municipality.

- m) "Facilities Coordinator" means an administrative staff person or designate employed or contracted by the Division responsible for coordinating the booking of Joint Use Space provided by the Division or their designate.
- n) "Force Majeure Event" means any event causing a bona fide delay in the performance of any obligations under this Agreement (other than as a result of financial incapacity) and not caused by an act, or omission, of either party, or a person not at arm's length with such party, resulting from:
  - i) an inability to obtain materials, goods, equipment, services, utilities or labour;
  - ii) any statute, law, bylaw, regulation, order in Council, or order of any competent authority other than one of the parties;
  - iii) an inability to procure any license, permit, permission, or authority necessary for the performance of such obligations, after every reasonable effort has been made to do so;
  - iv) a strike, lockout, slowdown, or other combined action of works; or
  - v) an act of God or the King's enemies.
- o) "Freedom of Information and Protection of Privacy Act means the Freedom of Information and Protection of Privacy Act, RSA 2000 c. F-25 and any regulations made thereunder as amended or replaced from time to time.
- p) "General Manager, Community and Infrastructure Services" means an administration staff employed by the Municipality that is the general manager of the community services and infrastructure services departments.
- q) "Joint Use Space" means those portions of a Municipal Facility or School identified in Schedules "A", and "B" as being available for booking by the Parties or User Groups or for Community Use.
- r) "Municipal and School Reserve" means the land designated as Municipal and School Reserve, as defined by the *Municipal Government Act*.
- s) "Municipality" means the municipal corporation of the Municipality of Bon Accord, its predecessor, or, where the context so requires, the area contained within the boundaries of the Municipality.
- t) "Municipal Facility" means a park, playground, playing field, building or part of a building owned, maintained and operated by the Municipality and includes those facilities identified in Schedule "A".

- u) "Municipal Government Act" means the Municipal Government Act, RSA 2000, c-M-26, and any regulations made thereunder as amended or replaced from time to time.
- v) "Municipal Reserve" means the land designated as Municipal Reserve, as defined by the *Municipal Government Act*.
- w) "Parties" means the entities signing this Agreement collectively and Party shall mean one (1) of the signatories.
- x) "Playfield" means a designated outdoor playing area designed for recreation or various sports and includes rectangular turf fields and ball diamonds.
- y) "Province" means the Provincial Crown, or His Majesty in Right of Alberta, as represented by the appropriate minister, or, where the context so requires, the area contained within the Province.
- z) "Reserve Land" means lands that are acquired as the dedication of Municipal Reserve, School Reserve, or Municipal and School Reserve, in accordance with the *Municipal Government Act*.
- aa) "School" means a building which is designed to accommodate students for instructional or educational purposes that is owned or controlled by the Division.
- bb) "School Building Site" means all lands to be used immediately or in the future for the erection or placement of a school building or buildings (including ancillary buildings) and their operation and administration, together with those lands required for parking areas, walkways, driveways, fire lanes and other means of access.
- cc) "School Facility" means a park, playground, playing field, building or part of a building owned, maintained and operated by the Division and includes those facilities identified in Schedule "B".
- dd) "School Reserve" means the land designated as School Reserve, as defined by the *Municipal Government Act*.
- ee) "School Site" means the School Building Site along with the Joint Use Space.
- ff) "Special Use" means any booking that does not fall under the regular use identified under this agreement.
- gg) "Sport Academies" means a curriculum-based program provided by a Division offered during school hours focusing on human performance training to further develop students.
- hh) "Superintendent" means the chief executive officer of the Division.

ii) "User Group" means any school or community group that fits within the eligibility criteria set out in herein and which books the use of Joint Use Space in accordance with this Agreement.

#### 2) SCHEDULES

a) The following is a list of schedules to this Agreement which are incorporated into and form part of this Agreement:

Schedule "A" – Municipal Facilities available for Joint Use

Schedule "B" – Sturgeon Public School Division School Facilities available for joint use

Schedule "C" - Bi-Annual Joint Use Meeting

Schedule "D" – Dispute Resolution Process

#### PART A - JOINT USE

#### 3) OPERATING GUIDELINES FOR JOINT USE SPACE

- a) The Municipality will make the Municipal Facilities outlined in Schedule "A" available to the Division for school use during the hours specified in Schedule "A" at those times when such facilities are not in use for regular community programs, revenue producing functions or planned maintenance. This shall include use of the Municipal Facilities by Sport Academies.
- b) The Division will make their respective School Facilities outlined in Schedule "B" available to the Municipality for community recreation and cultural activities during those hours specified in Schedule "B" at those times when such facilities are not in use for school activities, revenue producing functions or planned maintenance.
- c) The Parties shall not allow Joint Use Space to be used pursuant to this Agreement unless such use complies with the applicable Facility Operational Guidelines in effect from time to time.
- d) The Municipality may, upon six (6) months' written notice to the Division, amend Schedule "A" to either add to or remove from the list of Joint Use Space provided by the Municipality all or any portion of a Municipal Facility.
- e) The Division may, upon six (6) months' written notice to the Municipality and the other Division, amend Schedule "B" as applicable to either add to or remove from the list of Joint Use Space provided by the Division all or any portion of a School Facility.

- f) Newly developed Joint Use Spaces shall be automatically added to the list of Joint Use Space in the applicable schedule, with availability hours as determined by the owner of the facility acting reasonably, one (1) full operational year after development is complete, unless the applicable Party gives six (6) months' notice to remove such facility from the schedule in accordance with sections 3(d), (e) and (g) of this Agreement.
- g) Notice of the removal of all or any portion of a Joint Use Space from the list of Joint Use Space available shall include a written explanation as to why the specific Joint Use Space will no longer be available for use. The Parties agree that any of the Parties may share the written explanation with the public, in the discretion of the disclosing Party.
- h) Notwithstanding any other provision in this Agreement, the principal of a school or the manager of a Municipal Facility shall be able to determine if a particular use or User Group will be allowed to occur or use facilities in their school or facility.
- i) Appeals from a refusal by a principal or manager to allow a particular use within their school or facility may be made:
  - i) in the case of a refusal for use of a School Facility, to the Facilities Coordinator or designate; and
  - ii) in the case of a refusal for use of a Municipal Facility, first to the Municipality's Community Services Coordinator or designate and thereafter to the Corporate Services Manager or designate.
- j) Notwithstanding any other provision in this Agreement, the Parties may remove from the list of Joint Use Space any facility or portion of a facility, either on a permanent or temporary basis, on notice to the other Parties if such facility or portion of a facility is needed by the Party to meet its responsibilities or to provide services or programs to its constituents.
- k) The regular repair and maintenance of any Joint Use Space and its operational cost is the complete responsibility of the owner of the facility.

#### 4) OTHER FACILITIES AND FIELDS

a) Any facilities or equipment of any Party not identified under Schedules "A" or "B" of this Agreement may be made available for use by other parties on a case-by-case basis with a separate signed agreement.

#### 5) USER GROUP ELIGIBILITY

a) To be eligible to use a Joint Use Space in a School Facility, a User Group must be:

- i) A community youth group, community not for profit group, cultural and recreational organization, minor sports organization, or activities organized by community organizations or the Municipality's Community Services Department.
- ii) Engage in activities that are recreational, cultural or educational in nature; and
- iii) Undertake, in writing, to have their members and participants uphold the Division's rules and regulations and any rules imposed by the School.
- b) The Division is not included in this Agreement as User Groups when scheduling meeting space for the Division at Municipal Facilities. The Division may still schedule meeting space at Municipal Facilities in accordance with the Municipality's general booking requirements and will be charged fees as per the Municipality's Fees and Charges Bylaw from time to time.
- c) A User Group may be barred from using Joint Use Space if:
  - The group has failed to pay fees related to the group's prior use of any Joint Use
     Space;
  - ii) The group has failed to provide the required insurance;
  - iii) The group has failed to pay for damages which occurred as a result of the group's prior use of any Joint Use Space;
  - iv) The past conduct of the group, or members of the group or invited participants, during the use of Joint Use Space was, in the opinion of the barring Party, inappropriate or not in keeping with the rules and regulations of the Joint Use Space that was booked, or, if repeated, would be likely to cause damage to the Joint Use Space.

#### 6) FACILITY AVAILABILITY

- a) Each Party will notify the others of any times and dates when their respective Joint Use Facilities will be unavailable for use pursuant to this Agreement by May 31 for the upcoming school year.
- b) The Division will notify the Municipality of all booking of Municipal Facilities by May 31 for the upcoming school year. The Parties will follow the Municipality's administrative booking procedures to assist with such booking.
- c) The Division's Joint Use Spaces will be available on the days and times specified in Schedule "B" unless such Joint Use Spaces are otherwise unavailable as set forth in this Agreement.

- d) The Division's Joint Use Spaces may be made available outside of the times specified in Schedule "B" with the specific approval of the Division.
- e) The Division's use of Municipal Facilities pursuant to this Agreement may take place Monday through Friday between September and June inclusively during the times specified in Schedule "A" unless such Joint Use Spaces are otherwise unavailable as set forth in this Agreement.
- f) Municipal Facilities may be made available outside of the times specified above and in Schedule "A" with the specific approval of the Municipality.
- g) In the event of an emergency or unexpected circumstance or long-term closure, existing bookings of Joint Use Spaces may be cancelled or altered. In such events, the Parties will make reasonable efforts to accommodate the event in an alternate Joint Use Space.
- h) From time to time it is understood the Joint Use Spaces will be unavailable due to them becoming polling stations for elections.

#### 7) BOOKING JOINT USE SPACE

- a) Booking school use of Municipal Facilities identified as Joint Use Space shall be made through the Municipality's Facility Booking Office.
- b) Booking the use of Joint Use Space within Schools by User Groups shall be made through the Facilities Coordinator or designate.
- c) The Parties shall require all User Groups to complete a rental request and then complete a rental agreement, in the form specified by the Parties.
- d) The Parties shall provide viewer access to the calendar in any current booking software for all bookings of Joint Use Spaces.
- e) The Division shall provide and pay for staffing associated with weekend Municipal use of School Facilities under this Agreement. Such staffing shall be sufficient to ensure that User Groups are adequately supervised to ensure safety and prevention of damage and are in compliance with this Agreement. The Divisions shall supply the Municipality with keys/badges/FOBs and related security clearance for access of School Facilities for the purposes of this Agreement.

#### 8) CANCELLATION OF BOOKINGS

a) The Division may cancel the booking of the Division's Joint Use Space. The Division shall provide as much notice as possible. The Division shall notify the scheduled User Group of such cancellation.

b) The Parties shall include provisions for cancellation in the rental agreement with the User Group. The Parties shall ensure that such rental agreement allows for cancellations by the Parties as contemplated in this Agreement.

#### 9) FEES FOR JOINT USE SPACE

- a) The Parties may establish and collect fees from time to time pertaining to the use of Joint Use Spaces, which are in addition to any other amounts payable for damage or destruction of Joint Use Spaces. Such fees may include:
  - i) The use of any included specialized equipment;
  - ii) Set-up;
  - iii) The provision of all staff including specially trained or technical staff (ex. theatre technicians, fitness instructors), supervisory staff and hosts, necessary for the use of the Joint Use Space;
  - iv) Any additional custodial services related to the use of the Joint Use Space; and
  - v) Surcharges for use of the facility outside of the specified joint use hours.

#### 10) EQUIPMENT

a) No equipment, furnishings or other items are included for use by a User Group pursuant to this Agreement unless otherwise stated in Schedule "A", "B" or otherwise expressly agreed between the applicable Parties.

#### 11) CUSTODIAL RESPONSIBILITY AND BUILDING/FACILITY MAINTENANCE RESPONSIBILITY

- a) The Division shall be responsible for custodial services for any Joint Use Space they own. This includes designated entrances, hallways and other associated areas necessarily used to access such Joint Use Space.
- b) The Municipality shall be responsible for custodial services for any Joint Use Space it owns. This includes designated entrances, hallways and other associated areas necessarily used to access such Joint Use Space.
- c) All Parties shall ensure that Joint Use Spaces are maintained in a reasonable manner having regard to the nature of the facilities and their general intended use. If the Parties schedule any User Groups which require any additional custodial services beyond such standard, the Parties shall be responsible for arranging such additional custodial services at the Parties' expense.

#### 12) DAMAGES TO JOINT USE SPACE

a) The Parties agree that Joint Use Spaces shall be left in the same or better condition following use, subject only to reasonable wear and tear, and:

- i) In the event that a User Group using the Division's Joint Use Space pursuant to this Agreement fails to leave the space in such condition, the Division shall restore the Joint Use Space to such condition, including any additional custodial services and repairing any damage, or shall reimburse the Division for the cost of such work, at the option of the Division; and
- ii) In the event that a school group using a Municipal Joint Use Space pursuant to this Agreement fails to leave the space in such condition, the applicable Division shall reimburse the Municipality for the cost of restoring the Joint Use Space to such condition, including any additional custodial services and repairing any damage.

#### 13) INSURANCE AND INDEMNIFICATION

- a) Throughout the term of this Agreement, each Party shall carry:
  - i) Comprehensive general liability insurance on an occurrence form in an amount of not less than five million dollars (\$5,000,000.00), which shall include:
    - 1) Bodily injury property damage;
    - 2) Contingent employer's liability; and
    - 3) A term listing the other Parties as additional insureds, a severability of interests clause, a cross-liability clause, and an undertaking by the insurer to notify the other parties of any cancellation of the insurance;
  - ii) All risk property insurance in an amount sufficient to cover the replacement of that Party's Joint Use Facilities; and
  - iii) Any other form of insurance as any Party may reasonably require from time to time in form, amounts and for insurance risks against which a prudent party under similar circumstances would insure.
- b) All insurance to be carried pursuant to this Agreement shall be held with an insurer legally entitled to provide insurance coverage within the Province of Alberta.
- c) At any time when requested by any of the other Parties during the term of this Agreement, each Party shall provide the others with proof of insurance as required by this Agreement.
- d) The Parties shall require all User Groups to carry insurance as follows prior to using any Joint Use Spaces:

- i) General Liability Insurance naming the Municipality or the Division in whose building or on whose land they are conducting their activities as additional insureds, with minimum coverages of:
  - 1) Five million dollars (\$5,000,000.00) for Joint Use Spaces owned by the Division; and
  - 2) Five million dollars (\$5,000,000.00) for Joint Use Spaces owned by the Municipality.
- e) The Parties shall ensure that all User Groups accept that they are using the Joint Use Spaces at their own risk.
- f) The Division is responsible for determining whether any Joint Use Spaces owned by the Division are suitable for the intended purpose at the time of booking. The Division makes no representations or warranties respecting their Joint Use Spaces or their suitability for any purpose.
- g) The Municipality shall indemnify and hold harmless the Division and their employees, officials, officers, directors, volunteers, agents and contractors from and against any claims or damages arising from the use of any of the School Facilities by any User Groups, including any claims or damages arising from such use for personal injury or illness (including death) and property damage.
- h) The Division shall not allow, bring or permit to be brought any hazardous substance (as defined in any applicable environmental legislation) into any School Facilities except with the Division's prior written consent, such consent to be in the Division's sole discretion. Regardless of such consent, the Division shall be solely responsible for any hazardous substances brought or allowed into any School Facilities while carrying out activities pursuant to this.

#### 14) ANNUAL SITE MAINTENANCE OF SHARED FACILITIES

a) The Parties agree to carry out the regular maintenance and repair of any Joint Use Space and its operational cost is the complete responsibility of the owner of the facility.

#### 15) PLAYING FIELDS AND PLAYGROUNDS

- a) The Municipality shall carry out all required maintenance of any Playfields on lands owned by the Municipality.
- b) The Division shall carry out all required maintenance of any Playfields owned by the Division on lands owned by the Division.

- c) The parties agree to take reasonable steps to ensure that field markings in Playfields are in place at the commencement of the spring/summer season.
- d) Each Party shall perform regular assessments of Playfield conditions to determine short term and long-term maintenance requirements.
- e) If a Party intends to refurbish (aerate, top dress and over seed) a Playfield or redevelop (stripping and grading and/or the complete replacement of the topsoil, finished surface (seed/sod/shale) and the replacing of goal posts or back fields) a Playfield, it shall give reasonable notice to the others. The Parties acknowledge that refurbishment of a Playfield is generally anticipated to result in that Playfield being unavailable for use for one (1) year and that redevelopment of a Playfield is generally anticipated to be unavailable for use for two (2) years.
- f) Regardless of the source of funding or the installation of playground equipment or other improvements on a Playfield, the Party on whose land the Playfield is located shall at all times have the right to remove such improvements with or without replacing them, in that Party's sole discretion.
- g) Any Party may close Playfields at any time for reasons pertaining to weather, safety, and emergency maintenance requirements.

#### PART B – SCHOOL RESERVE PLANNING & ALLOCATION

#### 16) MUNICIPALITY AND DIVISION MEETINGS

- a) Unless the Parties agree that it is not necessary, the Parties shall meet at least annually to discuss issues of mutual concerns including, but not limited to, updated contact information, upcoming planning areas where new School Sites may be contemplated and future school needs, and shall further meet bi-annually in accordance with Schedule C.
- b) Meetings may be called ad-hoc by any Party to discuss specific items of interest as required.

#### 17) DEMOGRAPHIC PROJECTION AND ENROLMENT STATISTICS

- a) The Divisions upon request by the Municipality, provide enrolment statistics to the Municipality annually, both per school and total division, after the Alberta Education September student account is finalized.
- b) The Municipality shall provide to the Division any updated land absorption and population projections at least two (2) weeks prior to the annual meeting of the Parties.

#### 18) AREA STRUCTURE PLANS AND OTHER PLANNING DOCUMENTS

- a) All proposed School Sites shall be identified in consultation with the Division and shall be identified within Area Structure Plans adopted by the Municipality.
- b) Prior to the Municipality approving any Area Structure Plan, the Municipality shall consult with the Division and, if the Area Structure Plan is proposed by a developer, the Municipality shall facilitate discussions between the Division and the developer, to discuss planning for future School Sites within these lands.
- c) Prior to the Municipality amending its Municipal Development Plan or any Area Structure Plan where a School Site is planned, the Municipality shall consult with the Division. If a developer is proposing such amendment, the Municipality shall facilitate a meeting between the developer and the Division.
- d) The Parties acknowledge and agree that while an Area Structure Plan may change from time to time in accordance with the discretion of the Municipality's Council:
  - i) there shall be no changes to the location or footprint of a proposed School Site without first consulting with the Division;
  - ii) reserve land identified for transfer to a Division based on future expansion of the School is based on the ultimate design capacity of the School;
  - iii) the Division shall be notified of any additional amendments to the land use concept that could reasonably affect school enrollment or capacity;
  - iv) the Division will be given at least twenty-one (21) days to respond to any notice of any changes to an Area Structure Plan and the Municipality shall grant reasonable requests for extensions of this time period if such requests are made before the expiry of the initial twenty-one (21) day period; and
  - v) without restricting the other remedies available to the Division at law, the Division may challenge the decision of the Municipality regarding the allocation of Land Acquired as Reserves to School Sites through the dispute resolution process set out in Schedule "D" of this Agreement.
- e) To support adequate provision of School Sites, the Municipality shall circulate to the Division all applications for:
  - i) Area Structure Plans, Conceptual Schemes, and amendments thereto which have a residential land use component; and
  - ii) All subdivision applications for lands not subject to an Area Structure Plan (excluding the Municipal Development Plan) or non-statutory conceptual schemes (i.e. outline plans).

#### 19) COMMITMENT OF LAND FOR SCHOOL SITES

- a) When a Division is anticipating a new School Site, the Municipality will endeavor to assist the Division in its application for funding by committing by way of a letter of commitment or other formats as required by the Province to provide a fully serviced School Site should funding be granted. Should the Province require any letter of commitment from the owner or developer of the land containing the new School Site, the Municipality shall assist the Division in obtaining such letter.
- b) Nothing in this Agreement precludes the Municipality from committing to the Division, within their respective applications for funding, to provide the same serviced School Site. In such a case, where possible, in each application the Municipality would commit to provide multiple serviced School Sites and the Province, or its designate, shall be responsible for choosing the successful School Site for each proposal at the time funding is approved.
- c) If the Division's application for funding is successful, the School Site as assigned will be allocated to the Division for future construction.
- d) If a Division's application for funding is not successful, the site shall remain identified as a future School Site but is no longer committed for servicing by the Municipality in conjunction with the proposed project. The Parties may agree, subject to approval of their respective Council or Division of Trustees, to include the unfunded project in their respective future capital plans. However, in doing so, at no time shall the Parties be deemed to pre-allocate a School Site contrary to this Agreement.
- e) If a Division is committed funding by the Province, it shall promptly notify the Municipality of the same.

#### 20) LAND ACQUIRED AS RESERVES

- a) Except as otherwise herein provided the title to Land Acquired as Reserves shall initially be vested in the Municipality as Municipal Reserve (MR).
- b) The Municipality shall transfer any Land Acquired as Reserves to the Division for the consideration of One Dollar (\$1.00) when funding is committed by the Province for the construction of a School on that site. The School Building Site shall be designated as School Reserve (SR) upon registration of the transfer at the Alberta Land Titles office.
- c) If funding has been committed by the Province for the construction of a School at a School Building Site at the time of subdivision of the Land Acquired as Reserve, the School Building Site shall be transferred to the Division as soon as it is serviced as set out herein.

- d) The Municipality shall service or cause the School Building Site to be serviced prior to transfer to the applicable Division. Such servicing shall consist of power, water, storm sewer, sanitary sewer, and telecommunications with reasonable capacities to service the intended School brought to the property line of the School Building Site, with the exact location as determined by the Parties acting reasonably. The Municipality shall provide such servicing within reasonable timelines to meet any timelines imposed by the Province of Alberta.
- e) The Municipality shall be responsible for all costs associated with the subdivision of the Land Acquired as Reserve and associated registration at the Alberta Land Titles Office to have the School Building Site transferred to the Division as School Reserve (SR).

#### 21) JOINT PLANNING AND SCHOOL SITE REQUIREMENTS

- a) When reviewing a proposed Area Structure Plan or Conceptual Scheme, or an amendment thereto, and bearing in mind provincial requirements, the Municipality shall consider that the land for a proposed School Site shall have:
  - i) sufficient area for effective use as a School Building Site;
  - site frontage onto two collector roads for ease of access and traffic circulation, including consideration to the ability to separate school bus and parent drop-off zones;
  - iii) limited exposure to potentially harmful utility infrastructure, such as active well sites, pipelines, substations and other potential hazards to students, staff and other community users of school facilities;
  - iv) appropriate proximity to existing schools and residential areas needing school service, including consideration for the site's location related to existing and future Division bus routes:
  - v) services available in the area to be provided pursuant to this Agreement;
  - vi) the ability for the Parties to work together on dual school sites and/or indoor or site enhancements; and
  - vii) such considerations as the Municipality reasonably deems pertinent to the application.
- b) To ensure that the School Site has limited exposure to potential hazards as set out above, when reviewing a proposed Area Structure Plan or Conceptual Scheme, or an amendment thereto, creating or affecting a School Site, the Municipality shall have prepared or cause any developer applicant to prepare a risk assessment pertaining

to any significant utility infrastructure or other hazards in proximity to the site, which document shall be provided to the Division and shall be considered by the Municipality in considering the proposed Area Structure Plan or Conceptual Scheme, or an amendment thereto.

- c) The Municipality and the Division shall consult with each other on the site design of the School, the School Building Site, Joint Use Space and community facilities located on Joint Use Space.
- d) The Division acknowledge that building and development permits may be required in respect of work on School Building Sites, subject to applicable bylaws of the Municipality.
- e) If land needed for a new School Site exceeds that which is to be provided in accordance with the *Municipal Government Act*, the Municipality shall be responsible for negotiating with landowners and entering into a separate agreement to purchase if required.

#### 22) DISPOSITION OF LANDS AND IMPROVEMENTS

- a) Lands reserved hereunder for a School Building Site which are not developed shall be retained by the Municipality and used or disposed of subject to the provisions of the *Municipal Government Act*, the *Education Act*, all other relevant legislation, and all relevant regulations pertaining thereto, Division policy and the terms of this Agreement.
- b) Every five (5) years, the Municipality and Division shall evaluate all undeveloped School Sites against the criteria for School Sites set forth above prior to the annual meeting of the Parties and should the Parties determine a site to be undevelopable as a School Site, the Division's interest in the site shall be formally withdrawn by way of a formal written withdrawal issued to the Municipality by the Division no more than one hundred eighty (180) days following the annual meeting. The Division shall be responsible for obtaining any formal confirmation required under regulation or ministerial order and shall forward a copy to the Municipality upon receipt, and the Division's obligations pursuant to this section are conditional on such confirmation being granted.
- c) Reserve Lands reserved for a School Building Site which have been transferred to the Division but not developed and which are no longer required for Division purposes shall be transferred back to the Municipality for the consideration of one dollar (\$1.00), subject to the provisions of the *Municipal Government Act*, the *Education Act*, all other relevant legislation, and all relevant regulations pertaining thereto.

- d) When a School Building Site was developed by the Division on Reserve Lands, but it is no longer required for Division purposes, the Municipality shall be so notified in writing by the Division and shall have subject to the requirements of the *Education Act*, other relevant legislation, and all relevant regulations pertaining thereto, for a period of six (6) months after receipt of such notification, an option to purchase the dedicated lands and all improvements thereon at a purchase price determined as follows:
  - i) for the lands, excluding improvements, for the sum of one dollar (\$1.00); and
  - ii) for the improvements on the lands, at a value as determined by an independent qualified appraiser selected by mutual agreement by the Municipality and the applicable Division,

and the purchase price will be paid in cash on the exercise of the option to purchase.

- e) If the Municipality does not exercise its option to purchase as set out above, the Municipality will work with the Division to dispose of the School Building Site in accordance with the Municipal Government Act, the Education Act, all other relevant legislation, and all relevant regulations pertaining thereto and the proceeds of the sale shall be divided in the following manner unless otherwise agreed between the Parties or directed by applicable legislation:
  - i) an independent qualified appraiser selected by mutual agreement by the Municipality and the Division will be asked to assign a value to the land and a separate value for the improvements on the lands; and
  - ii) the Municipality will receive a payment equal to the percentage of the net sale proceeds attributed to the land value and the Division will receive a payment equal to the percentage of the net sale proceeds attributed to the improvements.
- f) Notwithstanding any provision of this Agreement to the contrary, the Division shall be entitled to the entire proceeds of disposition of lands purchased, other than Reserve Land, by the Division within the Municipality for a School Building Site.

#### PART C – GENERAL

#### 23) TERM, REVIEW AND AMENDMENT OF AGREEMENT

- a) This Agreement shall be in force and effect as of the Effective Date and shall continue to be in effect until such time as it is amended by the Parties.
- b) Except as provided otherwise herein, this Agreement shall not be modified, varied or amended except by the written agreement of all of the Parties.

- c) The terms and conditions of this agreement shall be reviewed every five (5) years with the first such review scheduled in 2030 except as follows:
  - i) The Parties agree to meet annually to discuss administration of Municipal and Schools Facilities and to further discuss more effective facility use in accordance with Schedule "C".

#### 24) WITHDRAWAL, REVIEW AND TERMINATION

- a) No party to this Agreement shall unilaterally withdraw or terminate this Agreement.
- b) Where one or more Parties view this Agreement as no longer meeting their interests, they shall give all Parties written notice of their request to review and/or amend all or part of this Agreement.
- c) If written notice requesting a review is received, all Parties shall commence a review of this Agreement within 30 Calendar Days of the date the last Party received the written notice and shall seek consensus on the updates and amendments. If such consensus is not reached, the dispute resolution provisions set forth in Schedule 'D' shall apply.
- d) Until such time as an amended agreement or replacement agreement has been created and agreed upon by all Parties, the terms and conditions of this Agreement shall remain in effect.

#### 25) DISPUTE RESOLUTION

a) Any disputes or disagreements arising out of this Agreement shall be dealt with in accordance with the dispute resolution process outlined in Schedule "D".

#### 26) APPLICABLE LAWS

a) This Agreement shall be governed by the laws of the Province of Alberta.

#### 27) FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- a) The Parties agree to comply with the requirements of the *Freedom of Information* and *Protection of Privacy Act* insofar as it applies to the operations, records and personal information each Party has access to, collects, or uses in performing their respective rights and obligations under this Agreement.
- b) The Parties acknowledge that information and records maintained or submitted by the other party may be subject to the protection and access provisions of the *Freedom of Information and Protection of Privacy Act*.

#### 28) INTERPRETATION

- a) Words expressed in the singular shall, where the context requires, be construed in the plural, and vice versa.
- b) The insertion of headings and sub-headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.

#### 29) TIME OF THE ESSENCE

- a) Time is to be considered of the essence of this Agreement and therefore, whenever in this Agreement either the Municipality or the Division are required to do something by a particular date, the time for the doing of the particular thing shall only be amended by written agreement of the Municipality and the Division.
- b) If the date for doing anything pursuant to this Agreement falls on a weekend or holiday, the date shall be delayed to the next business day thereafter.

#### 30) NON-WAIVER

a) The waiver of any covenants, condition or provision hereof must be in writing. The failure of any Party, at any time, to require strict performance by the other Party of any covenant, condition or provision hereof shall in no way affect such Party's right thereafter to enforce such covenant, condition or provision, nor shall the waiver by any Party of any breach of any covenant, condition or provision hereof be taken or held to be a waiver of any subsequent breach of the same or any covenant, condition or provision.

#### 31) NON-STATUTORY WAIVER

- a) The Municipality in entering into this Agreement is doing so in its capacity as a municipal corporation and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the Municipality of any approval or permit as may be required pursuant to the Municipal Government Act and any other Act in force in the Province of Alberta. The Municipality, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the Municipality, its Council, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a municipal council and as the officers, servants and agents of a municipal government.
- b) The Division in entering into this Agreement is doing so in its capacity as a school Division and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute

the granting by the Division of any approval or permit as may be required pursuant to the *Education Act* and any other Act in force in the Province of Alberta. The Division, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the Division, its Division of Trustees, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a school Division and as the officers, servants and agents of a school Division.

#### 32) SEVERABILITY

a) If any of the terms and conditions as contained in this Agreement are at any time during the continuance of this Agreement held by any Court of competent jurisdiction to be invalid or unenforceable in the manner contemplated herein, then such terms and conditions shall be severed from the rest of the said terms and conditions, and such severance shall not affect the enforceability of the remaining terms and conditions in accordance with the intent of these presents.

#### 33) FORCE MAJEURE

a) No Party shall be liable to the other Parties for any failure to comply with the terms of this Agreement if such failure arises due to a Force Majeure Event.

#### 34) NON-ASSIGNMENT OR TRANSFER

a) No Party may assign, pledge, mortgage or otherwise encumber its interest under this Agreement without the prior written consent of the other Parties hereto, which consent may be arbitrarily withheld. Any assignment, pledge or encumbrance contrary to the provisions hereof is void.

#### 35) SUCCESSORS

a) The terms and conditions contained in this Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Municipality and the Division.

#### 36) NOTICES

a) All and any required written notices in the performance and implementation of this Agreement shall be directed to the Parties to the attention of the Municipality's CAO or the Division's Superintendent, as applicable, using the registered mail or email to the addresses as shown below:

#### THE TOWN OF BON ACCORD

	THE TOWN OF BON ACCOR		
	5025-50 Avenue, Bon Accor	d AB, TOA OKO	
	Email:		
	THE STURGEON PUBLIC SCH	HOOL DIVISION	
	9820 104 St, Morinville, AB	T8R 1L8	
	Email:		
b)	, , ,	nail shall be deemed received seven email shall be deemed received the	• •
c)	The Parties may change the address other Parties.	esses for service from time to time o	n notice to the
IN WITN	ESS WHEREOF the Parties execute th	nis Agreement by the hands of their r	espective, duly
authoriz	ed signatories as of the date first abo	ove written:	
		THE TOWN OF BON ACCORD	
		Per:	
		Per:	(c/s)
		Per:	
		Per:	(c/s)
		THE STURGEON PUBLIC SCHOOL	L DIVISION
		Per:	

#### Schedule "A" - Municipality of Bon Accord Facilities Available for Joint Use

Division use of Municipal owned facilities is permitted during school hours Monday-Friday from 8:00am-4:15pm.

Name of Facility  Legal Descriptio of Parcel(s) Containing Facil		Availability	Description of Facility and Amenities		
Bon Accord Arena	4812 52 Street 7921730 10 28MR	Subject to staff availability on-site for safety.	Ice surface and ice slab Dressing rooms Upstairs mezzanine Tables & chairs		
Archie Jenkins Sportsgrounds	4812 52 Street 7921730 10 28MR	Use of facilities during school hours.	Ball diamonds Soccer fields		

Any facility, space and equipment not identified under Schedule "A" of this agreement may be available on a case- by- case basis with a separate signed agreement.

An email confirmation will be provided for bookings within Joint Use hours. Bookings outside Joint Use hours or if monetary amount is applied during Joint Use hours, a rental agreement will be required.

Technician time includes maximum seven (7) consecutive hours per day one (1) person and use of technical equipment (under supervision of Venue Tech **only**). Additional technician time and additional venue tech will be an additional fee. Technician time outside Joint Use Hours or in excess of seven (7) hours will be charged current fees and charges.

Schedule "B" - The Sturgeon Public School Division Facilities Available for Joint Use

School buildings will be available Monday-Friday from 6:00pm-10:00pm and on Saturday from 8:00am-5:00pm during the period from September to June.

Name of School	Legal Description of Parcel(s)	Description of Facility and				
	Containing School	Amenities				
Lilian Schick School	PLAN 9022300 LOT 1SR (SCHOOL RESERVE) in Municipality of Bon Accord PLAN 8620960 LOT 2 in Municipality of Bon Accord	<ul> <li>Gymnasium:         <ul> <li>Nets, hoops, volleyball standards</li> </ul> </li> <li>All other equipment must be agreed in writing, including bleachers</li> <li>Classrooms Loft Division, Document Camera, A/V System, Desk/Tables, Chairs</li> </ul>				
Bon Accord Community School	PLAN 7309KS LOT D	<ul> <li>Gymnasium:         <ul> <li>Nets, hoops, volleyball standards</li> </ul> </li> <li>All other equipment must be agreed in writing, including bleachers</li> <li>Classrooms</li> <li>Desk, tables, Loft Division</li> </ul>				

Unless specifically noted otherwise, Joint Use Space shall only include gymnasiums and regular classrooms. Library space, music rooms, drama rooms, technology rooms and other specialized classrooms shall not be included as Joint Use Space unless listed in the table above.

#### Schedule "C" - Bi-Annual Joint Use Meeting

- 1. The Bi-Annual Joint Use meeting if required, may take place in May and October.
- 2. The attendees will be the administrative or operational representatives appointed by each of the Parties.
- 3. The meeting will be held at a mutually agreed upon location.
- 4. The agenda for the meeting shall be composed of the following:
  - a) Approval of minutes of previous meeting
  - b) Review Schedules A, B, C and D of this Agreement as well as a review of the Reciprocal Use Administrative & Operational Procedures
  - c) New Business
  - d) Date and location for next bi-annual meeting
- 5. Minutes of the Bi-Annual Joint Use meeting will be emailed to all who attended.
- 6. The Municipality will be responsible for the maintaining the records of the Bi-Annual Joint Use Meeting.
- 7. Any changes as a result of this meeting shall be addressed through an amending agreement to this Agreement and shall take effect upon execution of the amending agreement by all Parties.

#### Schedule "D" – Dispute Resolution Process for Joint Use

#### 1) DISPUTES REGARDING OPERATIONAL ISSUES

- a) Any disputes regarding the scheduling of a specific use or User Group for use of a Joint Use Space shall be addressed as follows:
  - i) The administrative staff of the affected Parties shall attempt to resolve the dispute amongst themselves;
  - ii) If the administrative staff of the affected Parties are unable to resolve the dispute amongst themselves, the dispute shall be referred to the CAO of the Municipality and the Superintendent of the applicable Division in a timely manner;
  - iii) If the CAO and the Superintendent or designates are unable to reach a resolution, the decision of the Party which owns the applicable Joint Use Space shall be final and binding.

#### 2) ALL OTHER DISPUTES

a) Any disputes aside from disputes regarding operational issues as identified in the preceding section shall be addressed as follows:

#### **Step 1: Notice of Dispute**

- 1. When any Party believes there is a dispute under this Agreement and wishes to engage in dispute resolution, the Party alleging the dispute must give written notice of the matter(s) under dispute to the other Parties.
- 2. During a dispute, the Parties must continue to perform their obligations under this Agreement.

#### Step 2: Negotiation

- 3. Within 14 Calendar Days after the notice of dispute is given, each Party must appoint representatives to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.
- 4. Each Party shall identify the appropriate representatives who are knowledgeable about the issue(s) under dispute and the representatives shall work to find a mutually acceptable solution through negotiation. In preparing for negotiations, the Parties shall also clarify their expectations related to the process and schedule of meetings, addressing media inquiries, and the need to obtain Council and Division ratification of any resolution that is proposed.
- 5. Representatives shall negotiate in good faith and shall work together, combining their resources, originality and expertise to find solutions.

Representatives shall attempt to craft a solution to the identified issue(s) by seeking to advance the interests of all Parties. Representatives shall fully explore the issue with a view to seeking an outcome that accommodates, rather than compromises, the interests of all concerned.

#### **Step 3: Mediation**

- 6. In the event that negotiation does not successfully resolve the dispute, the Parties agree to attempt mediation. The representatives must appoint a mutually acceptable mediator to attempt to resolve the dispute by mediation, within 14 Calendar Days of one Party's indication that negotiation has not resolved matters, nor be likely to. The Party giving such notice shall include the names of three mediators. The recipient Party shall select one name from the short list and advise the other Party of their selection within 10 Calendar Days of receipt of the list. The Parties shall thereafter co-operate in engaging the selected mediator in a timely manner.
- 7. The Party that initiated the dispute resolution process, must provide the mediator with an outline of the dispute and any agreed statement of facts within 14 Calendar Days of the mediator's engagement. The Parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
- 8. The mediator shall be responsible for the governance of the mediation process. The Parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute. Time shall remain of the essence in pursuing mediation, and mediation shall not exceed ninety (90) Calendar Days from the date the mediator is engaged, without further written agreement of the parties.
- 9. All proceedings involving a mediator are without prejudice, and, unless the Parties agree otherwise, the cost of the mediator must be shared equally between the Parties.
- 10. If a resolution is reached through mediation, the mediator shall provide a report documenting the nature and terms of the agreement and solutions that have been reached. The mediator report will be provided to each Party.
- 11. If after ninety (90) Calendar Days from engagement of the mediator, or longer as agreed in writing by the Parties, resolution has not been reached, the mediator shall provide a report to the Parties detailing the nature of apparent impasse and/or consensus.

#### Step 4: Arbitration

- 12. In the event that Mediation does not successfully resolve the dispute, the Parties agree to move to Arbitration using a single arbitrator within 30 Calendar Days of receipt of the mediator's report, including appointing an arbitrator within that time. If the representatives can agree upon a mutually acceptable arbitrator, arbitration shall proceed using that arbitrator. If the representatives cannot agree on a mutually acceptable arbitrator, each Party shall produce a list of three candidate arbitrators. In the event there is agreement on an arbitrator evident from the candidate lists, arbitration shall proceed using that arbitrator.
- 13. If the representatives cannot agree on an arbitrator, the Party that initiated the dispute resolution process must forward a request to the Minister of Education to appoint an arbitrator within 30 Calendar Days of the expiry of the time period in clause 12. Should the Minister of Education agree to appoint an arbitrator, the Parties agree to proceed using that arbitrator. Should the Minister of Education decline to appoint an arbitrator, then a request to appoint an arbitrator shall be made to the Court of King's Bench.
- 14. Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices and procedures shall be the same as those in the *Arbitration Act*.
- 15. Subject to an order of the arbitrator or an agreement by the Parties, the costs of the arbitrator and arbitration process must be shared equally between the Parties.
- 16. The decision of the arbitrator shall be final and binding on the Parties.
- b) Any mediation or arbitration pursuant to this Agreement shall take place in the Town of Bon Accord unless otherwise agreed between the parties.
- c) The Parties may extend any of the timelines within this Agreement by written agreement.
- d) All information disclosed during mediation or arbitration ("Disclosed Information") shall be treated as confidential and neither its delivery nor disclosure shall represent any waiver or privilege by a Party disclosing such Disclosed Information. Subject only to the rules of discovery or applicable laws, each Party agrees not to disclose the Disclosed Information to any other person or for any other purpose. Such Disclosed Information cannot be used in any subsequent proceedings without the consent of the Party who has made the disclosure. The Parties agree that any representative,

mediator, or arbitrator shall not be subpoenaed or otherwise compelled as a witness in any proceedings for the purpose of testifying with respect to the nature or substance of any dispute resolution process that may arise in relation to any matter that is a subject of this agreement. Nothing in this dispute resolution procedure shall require a Party to disclose information that is subject to confidentiality provisions with third parties.



Mayor Report – for period April 10 – May 14, 2025

April 10, 2025	Attended Agenda Committee meeting.
April 10, 2025	Attended Roseridge monthly meeting.
April 11, 2025	Town Manager and Myself met with Dora Lheureux of Fortis with regards to their donation of Fortis bags and our Stuff a Bus event.
April 14, 2025	Town Manager, Jay Nagra and Myself attended Petro Canada Bon Accord for a Photo Opp. Regarding their Grand Opening. We met with the owner who quite appreciated that we made the effort to be there.
April 15, 2025	Chaired Regular Meeting of Council.
April 23, 2025	Attended Committee of The Whole meeting. – We discussed School Bus safety issues, Police Funding Model Resolution as well as the 2025 Budget Tax Rates.
April 30, 2025	Attended Volunteer Appreciation Evening at the arena. Awesome turnout that was much appreciated by all. Community Services did a wonderful job with this event.
May 1, 2025	Attended Agenda Committee meeting.
May 1, 2025	Chaired Special Meeting of Council. Approval of Final 2025 Operating and Capital Budget and passed the Taxation Rates Bylaw.
May 6, 2025	Chaired Regular Meeting of Council.
May 10, 2025	Helped out with our annual compost give-away.

Note:

Brian Holden Mayor Town of Bon Accord



Deputy Mayor Report April 08-May 13, 2025

April 09,2025	Attended Coffee with a Cop Always good to keep the communications going.
April 10,2025	Attended Agenda Committee Meeting for April 15th RCM.
April 14,2025,	Attended CRNWSC (Capital Region Northeast Water Service Commission Board) Working on Governance policies and procedures.
April 15,2025	Attended Regular Meeting of Council.
April 23, 2025,	Attended Committee of the Whole.
April 30,2025	Attended Volunteer Appreciation Event This is always a good event, kudos to the folks who worked at putting this event on. Showing our support for the volunteers is always paramount for our community.
May 01,2025	Attended Agenda Committee May 06th RCM.
May 01,2025	Attended Special Council Meeting.
May 06, 2025,	Attended Regular Meeting of Council.
May 10,2025	Attended the Community Compost Pick up day. This was a good day, lots of people showed up to pick up compost and take their used electrical item to the drop off. Thanks to the Staff who helped.

Note: As Councillor Lynn Bidney Stated the SREMP did a great job, great Collaboration.

Timothy LARSON
Deputy Mayor
Town of Bon Accord



Councillor Report – April 9 – May 14, 2025

April 9, 2025	Attended Coffee with a Cop. Unfortunately, no residents attended but it was a good opportunity to have an informal chat with Staff Sergeant McGunigle.
April 15, 2025	Attended the Regular Meeting of Council. (RMC)
April 18, 2025	Helped with the Easter Egg Hunt at Centennial Park. It was nice to see residents visiting with each other and the kids all had a great time.
April 23,2025	Chaired the Committee of the Whole Meeting.
April 24, 2025	Attended the Homeland Housing Board Meeting. The audit was presented, and we received a "clean" opinion. No concerns identified and the organization appears to be in a good financial position. During the recent evacuation alert for Redwater, residents from the lodge and self-contained units were evacuated out of the community in an abundance of caution. It seems there was a well thought out plan in place and well executed. Thank you to everyone for their efforts. The residents have now returned to the community.
April 29, 2025	Attended the ARROW commission (virtual) Education/workshop committee meeting. The workshop agenda is finalized and will include details for the orientation and education of the new board following the October Municipal election. The workshop will be held May 21 and 22.
April 30, 2025	Attended the Volunteer Appreciation evening "Beach Party". Residents appeared to enjoy the event.
May 1, 2025	Attended the Special Meeting of Council. The final 2025 Budget is finalized and will be mailed out before an anticipated Canada Post strike.
May 6, 2025	Attended the RMC.

Thank you to the SREMP team for their tireless efforts and hard work during the recent SOLE near Redwater. May all those effected Note

recover quickly.

Lynn Bidney Councillor Town of Bon Accord



Councillor Report – for period April 9- May 13, 2025

April 10	Last session of EOEP Council's Role in Public Engagement
April 14	Parks and Trails Committee Meeting
April 15	Regular Meeting of Council
April 25	Edmonton Salutes Meeting
April 30	Bon Accord Volunteer Appreciation night at the arena
May 1	Special Meeting of Council
May 6	Regular Meeting of Council

Note:

Councilor Lacey Laing Town of Bon Accord



# **TOWN OF BON ACCORD** *April 9 – May 14, 2025*

April 14	Attended Library Board Meeting.
April 15	Attended Regular Meeting of council.
April 24	Attended CRASC Meeting.
May 1	Attended Special Meeting of council.
May 2	Attended AGM NLS Meeting.
May 6	Attended regular meeting of council.

Note:

Tanya May
Councillor
Town of Bon Accord

From: Breya Tallman
To: Breya Tallman

**Subject:** FW: Registration now open for Summer MLC

**Date:** May 5, 2025 1:18:04 PM

Attachments: Draft agenda for Summer 2025 MLC.pdf

**From:** Tyler Gandam <<u>president@abmunis.ca</u>>

**Sent:** May 5, 2025 9:10 AM **To:** cao <<u>cao@bonaccord.ca</u>>

Subject: Registration now open for Summer MLC

#### Good morning,

Registration is open for the 2025 Alberta Municipalities Summer Municipal Leaders' Caucuses, taking place between June 11 and June 26. This year, Alberta Municipalities is visiting the following four communities:

June 11 - Picture Butte (Picture Butte Community Hall)

June 12 - Drumheller (Canalta Jurassic Hotel)

June 25 - Peace River (Peace Valley Inn)

June 26 - Devon (Devon Community Hall)

The registration link and further details are located on our events page.

Each Caucus will consist of a one-day program, and the agenda will be the same at all locations. The agenda will run from 10:00 a.m. to 3:00 p.m. each day and is attached here for your review. Registration is \$115 for the day and includes a light breakfast, refreshments and lunch.

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

Sincerely,

#### Tyler Gandam | President

#### E: president@abmunis.ca

300-8616 51 Ave Edmonton, AB T6E 6E6

Toll Free: 310-MUNI | 877-421-

6644 | www.abmunis.ca



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We respectfully acknowledge that we live, work, and play on the traditional and ancestral territories of many Indigenous, First Nations, Métis, and Inuit peoples. We acknowledge that what we call Alberta is the traditional and ancestral territory of many peoples, presently subject to Treaties 4, 6, 7, 8 and 10 and Six Regions of the Métis Nation of Alberta.



# Draft Agenda for Summer 2025 Municipal Leaders' Caucus \*subject to change\*

Wednesday, June 11 Town of Picture Butte
Thursday, June 12 Town of Drumheller
Wednesday, June 25 Town of Peace River
Town of Devon
Town of Devon

10:00 a.m.	Opening Remarks
10:05 a.m.	Welcome from the Mayor of the Host Municipality
10:10 a.m.	Welcome from MLA of the Host Constituency
10:15 a.m.	Icebreaker Activity
10:45 a.m.	Municipal Election Resources
11:00 a.m.	Municipal Financial Research Project
12:00 p.m.	Lunch
1:00 p.m.	Police Governance and Funding
1:45 p.m.	President's Report
2:00 p.m.	Changes to the Municipal Government and Local Authorities Election Acts
2:55 p.m.	Closing Remarks

From: S. 17

To: alanna.hnatiw@sturgeoncounty.ca; Brian Holden; Morinville-St. Albert; protective.services@sturgeoncounty.ca

Cc: S. 17

Subject: Urgent School Bus Safety Concern – Request for Enforcement and Action in Bon Accord

Date: May 12, 2025 2:58:16 PM

You don't often get email from S. 17

To Whom It May Concern,

I am writing today as a deeply concerned parent regarding ongoing, dangerous incidents involving school bus SE3 in Bon Accord—specifically while my daughter is being loaded or unloaded using a wheelchair lift.

For the past three years, our family, along with the dedicated driver Cindy, has repeatedly witnessed motorists ignoring the flashing lights, stop sign, and extended stop arm of the bus. Just this past Friday, a vehicle illegally passed the stopped bus while honking aggressively—putting both Cindy and my daughter at serious risk. These are not isolated events. We've had several drivers ticketed this year, and even with recent efforts by the Town of Bon Accord to raise awareness about school bus safety, the problem continues almost weekly.

I am pleading for a coordinated response from Sturgeon County, the Town of Bon Accord, and our provincial MLA to:

- 1. Advocate for legislation or municipal bylaws requiring dash cameras on all school buses, particularly those serving students with special mobility needs.
- 2. Increase local enforcement and visibility at known high-risk loading zones.
- 3. Expand public education campaigns beyond social media, perhaps including community signage, flyers, or public service announcements.
- 4. Explore infrastructure improvements—such as warning lights or signage—in problem zones to better protect students and drivers.

I have submitted video footage of these incidents to the school transportation department and am willing to provide additional documentation.

This is no longer a matter of "raising awareness." It's a matter of protecting lives—of acting before tragedy strikes.

This ongoing issue has gone unaddressed for far too long. If meaningful action is not taken immediately, I fear it is only a matter of time before someone is seriously injured or killed. I am prepared to escalate this through all available channels—including local media, disability rights advocacy groups, school board trustees, and elected officials—until proper safety measures are implemented.

Our children's safety is non-negotiable.

I appreciate your attention to this urgent issue and look forward to seeing leadership and action from all levels.

Sincerely,
Michael Tscherkassow
S. 17
Bon Accord, AB
S. 17

A concerned parent and resident of Bon Accord

From: Breya Tallman
To: Breya Tallman

**Subject:** FW: Sturgeon County Mayor"s Golf Tournament

Date:May 15, 2025 11:50:00 AMAttachments:SCMGT 2025 Partnerships.pdf

Importance: High

From: Samantha Kelch < sam@skevents.ca>

**Sent:** May 15, 2025 11:04 AM

**To:** Christina Fedorak < <u>cscoordinator@bonaccord.ca</u>> **Subject:** Sturgeon County Mayor's Golf Tournament

Importance: High

You don't often get email from <a href="mailto:sam@skevents.ca">sam@skevents.ca</a>. Learn why this is important

Hi Christina,

I'm working with the Mayor's office to put the Sturgeon County Mayor's Golf Tournament together for June 19, 2025 and my apologies for not reaching out sooner, I had to track down some emails and contacts for the right people to connect with and hope this is the correct one!

In the past Bon Accord has hosted a Tee Party hole for the tournament and I am reaching out to confirm that you would indeed like to do that again this year. The charity being support for the 2025 tournament is Little Warriors, with the funds going to support the Be Brave Ranch. I have attached the partnership document for you to review as it has a little more information there on the charity and showcases the theme of Amazing Race for the event this year.

Would love to connect and we really hope the Town of Bon Accord can be there on June 19<sup>th</sup>!

Cheers, Sam

Samantha Kelch, CSEP | Strategic Storyteller (she/her/hers)

M: 780-222-0732 E: sam@skevents.ca IG: @samkelch



# Join the ultimate Amazing Race where adventure meets the fairway!

We're teeing up a one-of-a-kind experience that blends the thrill of The Amazing Race with the fun and flair of Sturgeon County's annual charitable golf tournament. This is your chance to align your brand with an unforgettable event filled with challenges, teamwork, and community spirit!

This year, the Sturgeon County Mayor's Golf Tournament is raising funds to support Little Warriors Be Brave Ranch. The Be Brave Ranch is a safe, supportive place where kids and teens from across Canada who've experienced sexual abuse can begin to heal.

# STURGEON COUNTY MAYOR'S GOLF TOURNAMENT





NWR — Pembina Pipeline Corp.

**Brownlee LLP — Bison Low Carbon Ventures** 

Nutrien — Sameng Inc. — Wolf Midstream Cando Rail & Terminals Ltd. — Edmonton International Airport Life in the Heartland — RSM Canada — Select Engineering Consultants Association of Alberta Municipalities — Alberta's Industrial Heartland Association — Lafarge Canada Inc. — Fortis Alberta Inc. Apex Utilities Inc. — Cunningham Transport — Town of Legal Town of Morinville — North Central Co-Op North Parkland Power Co-Op — Paradox Access Solutions Town of Redwater — St. Albert Community Foundation

Sturgeon County donated more than \$30,000 to four local food banks and CASA Mental Health following the 2024 tournament.

# Partnership Opportunities

## **Per Tier**

PLATINUM - \$10,000 (2 available)

Patio Party | Tee Gift

**OPPORTUNITY - \$7,500** (1 available)

Bounty (Dinner)

**AMBITION - \$5,500** (1 available)

Golf Ball (logo on ball)

**INNOVATION - \$3,500** (4 available)

Breakfast | Golf Cart | Photobooth | Bag Valet

**STURGEON PROUD - \$2,500** (3 available)

Party Cart | Smoothie | Hydration

**HEARTLAND - \$2,000** (4 available)

Sunshine (Morning Baileys) | Registration Dessert | Team Prize

PASSPORT - \$1,000 (1 available; logo on passport)

**TEE PARTY - \$750** (16 available; hole sponsorship)

#### All levels recieve the following perks:

- Event signage recognition (on-course and/or walkway to clubhouse)
- Digital and print recognition
- Opportunity to market on-course

	\$10,000	\$7,500	\$5,500	\$3,500	\$2,500	\$2,000	\$1,000	\$750
Golf spots	8	4	4	2	2	1	0	0
Speaking opportunity	<b>~</b>	~						
Ad in cart program	<b>~</b>	<b>✓</b>	<b>✓</b>					
Program message in dinner program	<b>✓</b>	<b>✓</b>	<b>✓</b>					
Naming recognition (level specific)	<b>~</b>	<b>✓</b>	<b>~</b>	<b>✓</b>	~	<b>~</b>		
Podium recognition	~	<b>✓</b>	~	<b>✓</b>	~	~		
Logo visibility/branding	<b>~</b>	<b>✓</b>	<b>~</b>	<b>✓</b>	~	<b>~</b>	<b>~</b>	
Right of first refusal for 2025	<b>✓</b>	<b>~</b>	~	<b>~</b>	~	~	~	
Event signage recognition	<b>~</b>	<b>✓</b>	<b>✓</b>	<b>✓</b>	~	<b>~</b>	<b>~</b>	<b>~</b>
Digital & print recognition	~	~	~	~	~	~	~	<b>✓</b>
Opportunity to market on-course	<b>~</b>	~	<b>~</b>	~	<b>✓</b>	~	<b>✓</b>	<b>~</b>

## STANDARD REFUND POLICY

Due to the advance bookings necessary for this type of event, we cannot offer refunds. If you are unable to attend, please let us know if someone may be able to take your place or your contribution will be converted to a donation to the named charity. Thank you for your understanding and your donation to our worthy charity.

### FIRST RIGHT OF REFUSAL

All previous partners have the first right of refusal at their previous level. Partners wishing to renew and hold their partnership at that level must respond by **April 30**, **2025**, to secure their spot.

All other requests will be considered in the order they are received. Remaining partnerships will be available, while they last, until May 30, 2025.

**QUESTIONS?** Contact Samantha at SK Events: sam@skevents.ca Visit **sturgeoncounty.ca/mayorsgolf** to secure your partnership today.



AR118837

May 12, 2025

His Worship Brian Holden Mayor Town of Bon Accord PO Box 779 Bon Accord AB T0A 0K0

Dear Mayor Holden:

I am pleased to provide correspondence for your record confirming the 2025 Local Government Fiscal Framework (LGFF) allocations for your community.

For the Town of Bon Accord:

- The 2025 LGFF Capital allocation is \$422,612.
  - This includes \$65,418 in needs-based funding allocated to local governments with a population less than 10,000 and a limited local assessment base.
- The 2025 LGFF Operating allocation is \$119,284.

LGFF Capital is a legislated program aimed at providing local governments with substantial notice of their future infrastructure funding. As indicated on the program website, in 2026, your community will be eligible for \$393,889. Information on 2027 LGFF Capital allocations will be shared with local governments this fall, after growth in provincial revenues between 2023/24 and 2024/25 has been confirmed and used to calculate 2027 program funding.

Information on LGFF funding for all local governments is available on the LGFF website at <a href="https://www.alberta.ca/LGFF">www.alberta.ca/LGFF</a>.

We look forward to our continued partnership through the LGFF program to build strong and prosperous communities across our province.

Sincerely,

Ric McIver Minister

Ric Mc Iver

cc: Jodi Brown, Chief Administrative Officer, Town of Bon Accord

320 Legislature Building, 10800 - 97 Avenue, Edmonton, Alberta T5K 2B6 Canada Telephone 780-427-3744 Fax 780-422-9550

Classification: Public

From: Breya Tallman
To: Breya Tallman

**Date:** May 16, 2025 1:59:07 PM

----Original Message-----

From: Tanya May <tmay@bonaccord.ca>

Sent: May 9, 2025 5:33 AM

To: cao <cao@bonaccord.ca>; Lynn Bidney <lbidney@bonaccord.ca>; Brian Holden <bholden@bonaccord.ca>;

Timothy Larson <tlarson@bonaccord.ca>; Lacey Laing <llaing@bonaccord.ca>

Subject:

I would like to put forward a motion for council to have a discussion about changing the day or time of the committee of the whole meetings.

Thank you Tanya

Sent from my iPhone