



## Special Council Meeting

Council Chamber

Wednesday, May 6, 2020  
4:30 PM

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### Agenda

#### Public Participation for May 6, 2020 Special Council Meeting

Council will be conducting the May 6, 2020 meeting through electronic communications in accordance with the Meeting Procedures (COVID-19 Suppression) Regulation, Order in Council 99/2020.

- Residents can listen to the live audio stream at [www.rmwb.ca/Council](http://www.rmwb.ca/Council)
- Anyone wishing to participate in the meeting is encouraged to do so by registering to speak as a delegate by way of teleconference or by submitting their delegation comments by email.
- To participate by teleconference:
  - Anyone wishing to speak by teleconference to an item on the May 6, 2020 Council Meeting Agenda must pre-register by 12:00 noon on May 6, 2020.
  - To register to speak via teleconference, please email [Legislative.Assistants@rmwb.ca](mailto:Legislative.Assistants@rmwb.ca) or call 780-743-7001 with your name, the phone number that you will be dialing in from and an email address that you can be reached at prior to and during the meeting.
  - You must provide the name of the agenda item that you wish to speak to.
  - All registrants will be emailed the details on how to participate prior to the start of the meeting.
  - Each registrant will be given a maximum of **5 minutes** to address Council.
- To make written submissions as a delegation before or during the live meeting:
  - Please email [legislative.assistants@rmwb.ca](mailto:legislative.assistants@rmwb.ca). You must include your name for the record.
  - You must provide the name of the agenda item that you wish to speak to in the subject line.
  - Please note that email comments for an agenda item must be received prior to the start of that item during the meeting. *Emails that are received after the agenda item has been introduced or are not relevant to an agenda item, will not become part of the record of this meeting.*
  - All written submissions are **public** and will be shared with Council verbally on the record during the course of the meeting.
  - Each submission will be shared verbally with Council for a maximum of **5 minutes**.

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The personal information is collected under the authority of Section 33 (a) & (c) of the Alberta Freedom of Information and Protection of Privacy Act. The personal information will be used as contact information. If you have any questions about the collection or use of this information contact the Chief Legislative Officer, Legislative Services, 7<sup>th</sup> Floor Jubilee Building, 9909 Franklin Ave. T9H 2K4, or call (780) 743-7001.

**1. Call to Order (at 3:15 p.m.)**

**2. In-Camera Session (from 3:15 to 4:15 p.m.)**

- 2.1. Advice from Officials - Information Briefing and Land Matter  
(in camera pursuant to section 24(1) of the *Freedom of Information and Protection of Privacy Act*)

**3. New Business (Public Session at 4:30 p.m.)**

- 3.1. Boil Water Advisory Public Briefing (Verbal)
- 3.2. Flood Response / Recovery Public Briefing (Verbal)
- 3.3. COVID-19 Public Briefing (Verbal)
- 3.4. Bylaw No. 20/009 - Rural Area Water and Wastewater Service Connection Bylaw (1<sup>st</sup> reading)

THAT Bylaw No. 20/009, being the Rural Area Water and Wastewater Service Connection Bylaw, be read a first time.

- 3.5. Bylaw No. 20/012 - 2020 Property Tax Rate Bylaw (1<sup>st</sup> reading)

THAT Bylaw No. 20/012, being the 2020 Property Tax Rate Bylaw, be read a first time.

- 3.6. Bylaw No. 20/014 - 2020 Flood Response (all 3 readings)

1. THAT Bylaw No. 20/014, being the 2020 Flood Response Bylaw, be read a first time.
2. THAT Bylaw No. 20/014 be read a second time.
3. THAT Bylaw No. 20/014 be considered for third reading.
4. THAT Bylaw No. 20/014 be read a third and final time.

- 3.7. Borderlands Emergency Management Mutual Aid Agreement

THAT Administration be authorized to enter into the Borderlands Emergency Management Mutual Aid Agreement (Agreement), Attachment 1 dated April 16, 2020; and

THAT any costs incurred when receiving mutual aid under the Agreement be funded from the Emerging Issues Reserve.

**Adjournment**



REGIONAL MUNICIPALITY  
OF WOOD BUFFALO

## COUNCIL REPORT

Meeting Date: May 6, 2020

### **Subject: Bylaw No. 20/009 - Rural Area Water and Wastewater Service Connection Bylaw**

#### **APPROVALS:**

**Jamie Doyle**

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Director

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Chief Administrative Officer

#### **Recommended Motion:**

THAT Bylaw No. 20/009, being the Rural Area Water and Wastewater Service Connection Bylaw, be read a first time.

#### **Summary:**

The Rural Water and Sewer Servicing (RWSS) program is upgrading the water, sewer and road infrastructure in the communities of Anzac, Conklin, Draper, Gregoire Lake Estates, Janvier and Sapræ Creek Estates. The Residential Service Connection Plan, approved by Council on November 26, 2019, outlines how residential lot owners access municipal infrastructure. The purpose of the RWSS Residential Service Connection Bylaw is to administer the Residential Service Connection Plan.

#### **Background:**

The Rural Water and Sewer Servicing (RWSS) program is upgrading the water, sewer and road infrastructure in the communities of Anzac, Conklin, Draper, Gregoire Lake Estates, Janvier and Sapræ Creek Estates.

Construction began in 2017 to build the infrastructure needed to provide piped water and sewer servicing to these rural communities. Once municipal infrastructure is available, the next step is to connect infrastructure from lot lines to residential homes (service connections).

The RWSS Residential Service Connection Plan was approved by Council on November 26, 2019. It applies to existing residential lots only, not commercial lots, outlines how residential lot owners access municipal infrastructure and includes:

- Service connection design and required permits
- Connection from municipal infrastructure at the property line to the home

COUNCIL REPORT – Bylaw No. 20/009 - Rural Area Water and Wastewater Service Connection Bylaw

- Supply and installation of sewage tank, water cistern and pump, as required
- Installation of electrical line from existing electric source to the pump
- Restoration of private property impacted by construction activity

Upgrades to existing plumbing and electrical system are not included in the RWSS Residential Service Connection Plan. Lot owners will be responsible for installation of service connection at their lot. Design and installation of service connection must be signed-off by certified party on the current Alberta Municipal Affairs, Private Sewage Systems Installer Certification List.

Through the RWSS Residential Service Connection Plan, residential lot owners will be charged a Service Connection Fee to connect to municipal infrastructure. The Service Connection Fee is:

- \$10,000 per residential lot in Sapræe Creek Estates
- \$16,000 per residential lot in Anzac, Conklin, Draper, Gregoire Lake Estates, and Janvier

Service Connection Fees may be paid in one lump-sum payment at the time of installation, or added to utility bills and amortized over a period of twenty-five years.

The Residential Service Connection Plan will be in effect until 2028, or until 5 years after the date municipal infrastructure is available at the lot, whichever is earlier (the "End Date"). After the End Date lot owners will be responsible for the full cost of service connection. Municipal trucked water delivery and wastewater collection will discontinue following completion of the municipal service connection infrastructure or End Date, again which ever date occurs first.

The purpose of Bylaw No. 20/009, Rural Area Water and Wastewater Service Connection Bylaw, is to administer the RWSS Residential Service Connection Plan.

**Strategic Priorities:**

Regional Economic Development  
Rural and Indigenous Communities and Partnerships

**Attachments:**

**1. Bylaw No. 20/009 Rural Area Water and Wastewater Service Connection Bylaw**

**BYLAW NO: 20/009****A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO PROVIDE RURAL AREAS WITH WATER AND WASTEWATER SERVICES**

**WHEREAS** the Municipality has constructed and is operating and maintaining a Water System and a Wastewater System for the benefit of residents and business property owners in the Municipality;

**AND WHEREAS** the Municipality desires to extend Water Service and Wastewater Service within hamlet or community limits in Rural Areas in the southern portion of the Municipality, namely Anzac, Conklin, Draper, Gregoire Lake Estates, Janvier and Sapræ Creek Estates;

**AND WHEREAS** the cost of connecting to the Municipality's Water System and Wastewater System should be paid for in whole or in part by the Owner of the Parcel or Property requiring connection to or which wholly front or abut the Service Systems;

**AND WHEREAS** Section 7 of the *Municipal Government Act* authorizes the Regional Municipality of Wood Buffalo to enact bylaws in respect of public utilities and services provided by or on behalf of the Municipality;

**NOW THEREFORE**, the Council of the Regional Municipality of Wood Buffalo, duly assembled, enacts as follows:

**SHORT TITLE**

1. This Bylaw may be cited as the “**Rural Area Water and Wastewater Service Connection Bylaw**”.

**DEFINITIONS AND INTERPRETATION**

2. In this Bylaw:
  - (a) “Anzac” means the area within the Municipality identified as Anzac in Schedule A-A1;
  - (b) “Appeal” means an Appeal to the Appeal Committee pursuant to sections 34 through 43 of this Bylaw;
  - (c) “Appeal Committee” means the committee consisting of three (3) employees of the Municipality appointed from time to time by the CAO pursuant to this Bylaw to hear and decide Appeals and to exercise the powers of the Appeal Committee pursuant to sections 33 through 43 inclusive of this Bylaw;
  - (d) “Application” means an application for a Rural Area Service Connection;

- (e) “Application Committee” means the committee consisting of three (3) employees of the Municipality appointed from time to time by the CAO pursuant to this Bylaw to exercise the powers of the Application Committee pursuant to section 31 of this Bylaw;
- (f) “Certified Contractor” means a contractor, to be hired by the Owner of a Parcel or Property, holding a certificate allowing that contractor to design and construct private sewage systems in Alberta, and who is on the most current Alberta Municipal Affairs “Private Sewage Systems Installer Certification List” as it exists from time to time to complete the installation of a Water and Wastewater Service Connection;
- (g) “Chief Administrative Officer” or “CAO” means the individual appointed by Council to be the chief administrative officer of the Municipality or their delegate;
- (h) “Conklin” means the area within the Municipality identified as Conklin in Schedule A-A2;
- (i) "Consumer Price Index" means the index published by Statistics Canada in the month of September for each year for Alberta based on all items and not seasonally adjusted;
- (j) “Council” means the municipal council of the Municipality;
- (k) “Draper” means the area within the Municipality identified as Draper in Schedule A-A3;
- (l) “Engineering Standards” means all current design, engineering, construction standards and applicable codes and guidelines established from time to time and as applicable to a Service Connection within the Municipality and in accordance with all applicable enactments;
- (m) “Fees, Rates and Charges Bylaw” means the Municipality’s *Fees, Rates and Charges Bylaw No. 19/024*, as amended or re-enacted from time to time;
- (n) “Gregoire Lake Estates” means the area within the Municipality identified as Gregoire Lake Estates in Schedule A-A4;
- (o) “Janvier” means the area within the Municipality identified as Janvier in Schedule A-A5;
- (p) “Land Use Bylaw” means the Municipality’s *Land Use Bylaw No. 99/059*, as amended or re-enacted from time to time;
- (q) “Land Titles Act” means the *Land Titles Act*, RSA 2000, c. L-4, as amended or re-enacted from time to time;
- (r) “Municipal Government Act” means the *Municipal Government Act*, RSA 2000, c. M-26, as amended or re-enacted from time to time;
- (s) “Municipal Tag” means a tag whereby the person alleged to have committed a breach of a provision of this Bylaw is given the opportunity to pay a specified penalty to the Municipality in lieu of prosecution for an offence;

- (t) “Municipality” means the Regional Municipality of Wood Buffalo;
- (u) “Owner” means any person registered as an owner of a Parcel or Property pursuant to the provisions of the Land Titles Act;
- (v) "Parcel" means a parcel of land as that term is defined in the Municipal Government Act;
- (w) “Program Period” means a five-year period commencing on the later of the date of passage of this Bylaw or the date upon which the Municipality’s Service Systems are constructed and inspected and ready for Service Connections during which funding by the Municipality is to be made available to Owners and in which period Service Connections are to be approved, permitted, designed, constructed, and inspected pursuant to the terms and conditions of this Bylaw;
- (x) "Property" means any Parcel or Property located within a Rural Area as defined from time to time in this Bylaw as amended or re-enacted from time to time;
- (y) “Rural Area” means the rural areas of the Municipality described in section 4 of this Bylaw;
- (z) “Rural Water and Sewer Service Application Fee” means the Rural Water and Sewer Service Application Fee set out in Schedule B to this Bylaw and in the Fees, Rates and Charges Bylaw No. 19/024;
- (aa) “Rural Water and Sewer Service Connection Fee” means the Rural Water and Sewer Service Connection Fee set out in Schedule B to this Bylaw and in the Fees, Rates and Charges Bylaw No. 19/024;
- (bb) “Saprae Creek Estates” means the area within the Municipality identified as Saprae Creek Estates in Schedule A-A6;
- (cc) “Service Connection Permit” means a Service Connection Permit created, revised or amended from time to time by the Application Committee or the CAO or their delegate. to authorize the commencement of construction, addition, alteration, relocation, renovation or demolition of a Service Connection in the rural and urban service areas of the Municipality;
- (dd) “Service” means the Water Service or the Wastewater Service and “Services” means each of them;
- (ee) “Service Connection” means that portion of pipes and all ancillary infrastructure, located on the private Parcel or Property for the purpose of connecting the Parcel or Property to the Water System, Wastewater System or the Storm System;
- (ff) “Service System” means the Water System or the Wastewater System, or the Storm System and “Service Systems” means each of them but does not include trucked water and sewage services;
- (gg) “Storm System” means the drainage system on private Parcels or Property described as “Third Pipe System” in the latest edition of Municipality’s Engineering Servicing Standards and Development Procedures;

- (hh) “Wastewater Bylaw” means the Municipality’s *Sanitary Sewer Utilities Bylaw No. 85/51*, as amended or re-enacted from time to time;
  - (ii) “Wastewater Service” means the Sewer Service as defined in the *Sanitary Sewer Utilities Bylaw No 85/51*;
  - (jj) “Wastewater System” means the Sewage System defined in the *Sanitary Sewer Utilities Bylaw No 85/51* as amended or re-enacted from time to time;
  - (kk) “Water Bylaw” means the Municipality’s *Water Utilities Management Bylaw No. 07/035*, as amended or re-enacted from time to time;
  - (ll) “Water Service” means the utility service defined in the Water Bylaw as amended or re-enacted from time to time; and
  - (mm) “Water System” means the water system defined in the Water Bylaw as amended or re-enacted from time to time.
3. The following schedules shall be incorporated into and form part of this Bylaw:
- (a) Schedule A – Maps showing the boundaries of Anzac, Conklin, Draper, Gregoire Lake Estates, Janvier, and Saprae Creek Estates, as revised or re-drawn from time to time to reflect hamlet or community limits or boundary changes; and
  - (b) Schedule B – Rural Water and Sewer Fees and Payment Options.

#### **EXTENSION OF SERVICE SYSTEMS**

4. Council hereby authorizes and directs the Municipality to extend the Service Systems to certain residences in certain areas, as outlined in Schedule A to this Bylaw, of the following Rural Areas within the Municipality:
- (a) Anzac;
  - (b) Conklin;
  - (c) Draper;
  - (d) Gregoire Lake Estates;
  - (e) Janvier; and
  - (f) Saprae Creek Estates.
5. Council hereby authorizes and directs the Municipality to upgrade the existing Water System and extend the Wastewater System to Saprae Creek Estates.

#### **CONNECTION TO SERVICE SYSTEMS**

6. Subject to section 21 of this Bylaw, every Parcel and Property that:
- (a) qualifies for a Service Connection pursuant to this Bylaw;
  - (b) fronts or abuts a Service System in the Rural Area and requires a Service Connection; and

- (c) would require a Service Connection in the absence of a water well system or a water cistern system or a septic system,
- shall connect to the Service System by no later than the fifth anniversary of the commencement of the applicable Program Period.
7. Notwithstanding any other bylaws of the Municipality, Owners of Parcels or Properties in the Rural Area which may or would qualify for Service Connections pursuant to this Bylaw may opt to not participate pursuant to this Bylaw and may continue to use existing Water and Wastewater Systems including water wells or water cisterns and septic systems without any subsidy from the Municipality for the trucking of water and sewage, which subsidy the Municipality will cease to pay upon the expiry of the Program Period.
  8. Renewed or new permits to construct or to replace water systems using water wells or water cisterns or septic systems on any Parcel or Property will not be issued by the Municipality after the expiry of the applicable Program Period except on a case by case basis at the discretion of the Application Committee or Appeal Committee where there is a reasonable basis to do so.
  9. One (1) Water Service connection and one (1) Wastewater Service connection shall be permitted for each Parcel or Property for the fees stipulated in this Bylaw and Parcels and Properties which will be permitted for single service connections pursuant to this Bylaw are:
    - (a) residential Parcels or Properties with less than or equal to four approved self-contained dwelling units such as, but not limited to single detached dwellings, semi-detached dwellings, duplexes, triplexes and fourplexes in existence or which become existing during the applicable Program Period;
    - (b) equivalent or similar residential Parcels or Properties to those described in subsection (a) as defined in the Land Use Bylaw as amended or re-enacted from time to time but excluding residences on Parcels or Properties in Land Use Districts, including but not limited to, those defined in the Land Use Bylaw to permit commercial, business industrial, environmental preservation and parks, hamlet general and recreation uses or their equivalents; and
    - (c) Parcels or Properties determined to be eligible for Service Connections in the Rural Area by the Application Committee or the Appeal Committee at their discretion pursuant to section 31 and 34 through 43 of this Bylaw respectively.
  10. Applications for Service Connections pursuant to this Bylaw must be made by Owners on or before the fourth anniversary of the commencement of the applicable Program Period.
  11. The design, construction and inspection of a Service Connection must be completed within one year of approval of the Application pursuant to of this Bylaw.
  12. Every Service Connection in the Rural Areas shall be designed, constructed and installed by a Certified Contractor and in accordance with the Municipality's latest Engineering Servicing Standards and Development Procedures and all applicable enactments, codes and guidelines.

13. An Owner desiring a Service Connection shall submit a complete Application for a Service Connection, and a proposed quote or proposed contract with a Certified Contractor to the Application Committee accompanied by payment of the Rural Water and Sewer Application Fee.
14. Upon approval by the Application Committee or the Appeal Committee upon Appeal of a completed Application, a quote or proposed contract and an assignment of payment agreement for the payment of the Certified Contractor by the Municipality, the Owner shall:
  - (a) pay the Rural Water and Sewer Service Connection Fee if the Service Connection is to a Parcel or Property which is eligible pursuant to this Bylaw;
  - (b) apply for and obtain all required or necessary permits as prescribed by enactments including this and other bylaws of the Municipality including but not limited to a Service Connection Permit; and
  - (c) undertake the design and construction of the Service Connection in accordance with the approved Application, this Bylaw and the Engineering Standards, current design standards, construction standards and applicable codes and guidelines.
15. Upon completion of installation and construction of the Service Connection, Certified Contractors retained by Owners to design and construct the Service Connection, shall be paid by the Municipality for their services
  - (a) upon completion of the Service Connection installation and connection to the Service System as certified by an inspector on behalf of the Municipality; or
  - (b) at such other times as are approved by the Application Committee or the Appeal Committee upon Appeal at their sole discretion;

provided the Application Committee or the Appeal Committee, upon Appeal, has pre-approved all costs for the design and construction of the Service Connection.
16. Despite section 15 of this Bylaw, the Application Committee will hold back 10% of the contract price, until such time as the Certified Contractor has provided the Owner and the Application Committee with a certificate of substantial completion of the work which has been posted at the work site pursuant to the *Builder's Lien Act*, RSA 2000, Chapter B-7 and 45 days have passed since the date of the certificate of substantial completion provided no liens have been registered against title to the Parcel or Property.
17. Further, despite section 15 of this Bylaw, the Application Committee may hold back an additional amount of up to 20% of the contract price, at its sole discretion, until such time as the Owner has provided the Application Committee with a written and signed acknowledgement that the work has been fully performed and that no deficiencies remain to be remedied or supplied.
18. Every Owner of a Parcel or Property who connects to the Water System pursuant to this Bylaw after previously having and using a water well or a water cistern system shall, pursuant to all applicable enactments, codes and guidelines, discontinue the use of,

- decommission and abandon such systems upon completion of the construction and inspection of the System Connection.
19. Every Owner of a Parcel or Property who connects to the Wastewater System pursuant to this Bylaw after previously having and using a septic disposal system shall, pursuant to all applicable enactments, codes and guidelines, discontinue the use of, decommission and abandon such system upon completion of the construction and inspection of the System Connection.
  20. Upon completion of a Service Connection pursuant to this Bylaw, the Owner shall be responsible for all costs and liabilities including but not limited to, maintenance and repair costs of service pipes including fittings, valves, floats, pumps, tanks, maintenance chambers, associated compaction, electrical system and alarm systems where present.
  21. Nothing in this Bylaw shall obligate the Municipality to provide a Service Connection to any Parcel or Property if,
    - (a) the Application Committee or the Appeal Committee upon Appeal determines that that the cost of installing the Service Connection to be borne by the Municipality would be excessive or would create an undue burden on the costs of operating the Service System;
    - (b) the Service System would be adversely affected by the Service Connection;
    - (c) the capacity of the Service System is insufficient to provide the Service; or
    - (d) upon any other reasonable grounds, at the discretion of the Municipality.

### **SUBDIVIDED PARCELS AND NEW SUBDIVISIONS**

22. Despite any provision in this Bylaw, if a Parcel or Property has been provided with a Service Connection pursuant to this Bylaw, newly subdivided Parcels or Property from such Parcels or Properties shall connect to Water System and Wastewater System, provided capacity in the Municipal Service Systems exists, and all costs of such Service Connections will be borne by and shall be the full responsibility of the Owner of the Parcel or Property.
23. New subdivisions will be required to connect to Water and Wastewater Systems provided capacity in the Municipal Service Systems exists and all costs of such Service Connections will be borne by and shall be the full responsibility of the Owner of the subdivision.

### **PAYMENT FOR SERVICE CONNECTIONS**

24. Every Owner of a Parcel or Property who connects to the Service Systems in the Rural Area pursuant to this Bylaw shall pay the Rural Water and Sewer Service Connection Fee set out in Schedule B to this Bylaw.
25. Instalment payments made shall be deducted from the outstanding balance of the Rural Water and Sewer Service Connection Fee.

26. Any instalments of the Rural Water and Sewer Service Connection Fees in arrears and outstanding shall be added to the tax roll of the Parcel or Property in accordance with section 553 of the Municipal Government Act.
27. The balance of the Rural Water and Sewer Service Connection Fee to be paid in instalments cannot be reduced by periodic lump sum payments, a single lump sum payment or an increase to a bi-monthly payment;
28. Schedule K to the Fees, Rates and Charges Bylaw is hereby amended to add the following in Section 2 thereof:
- (c) **Service Connection Permit**
- (i) Service Connection Permit Fee – gravity sewer system, storm system or full pressure water system, or combination thereof... \$125.00;
- (ii) Service Connection Permit Fee – low pressure sewer system or trickle fill water system, or combination thereof ... \$200.00.
29. The Fees, Rates and Charges Bylaw is hereby amended to add the following to section 3 therein:
- “3.15 Schedule “O” – Rural Water and Sewer Service Connection Fee as described in Schedule B to the Rural Area Water and Wastewater Service Connection Bylaw No. 20/009”

### **COSTS FOR NON-QUALIFYING PARCELS OR PROPERTIES**

30. Owners of Parcels or Properties which do not qualify to obtain Service Connections pursuant to this Bylaw shall pay all fees and costs for Service Connections pursuant to all applicable development and permitting bylaws in force in the Municipality.

### **APPLICATION COMMITTEE POWERS**

31. The Application Committee may,
- (a) create, revise, alter or amend all required forms, agreements, documents and required permits from time to time if it decides it is necessary or prudent to do so;
- (b) in the exercise of its sole discretion hold back payment of the amount described in section 17 of this Bylaw;
- (c) have regard to
- (i) the eligibility of or ineligibility of the Parcel or Property for a Service Connection pursuant to this Bylaw;
- (ii) the application of the Owner;
- (iii) the amount payable pursuant to a quote or a proposed contract between the Owner and the Qualified Contractor, the timing of payment pursuant to the

quote or contract, the suitability of the design of the work and the specifications for the work;

- (iv) the form of assignment of payment agreement executed by an Owner for the payment of amounts by the Municipality to the Certified Contractor upon completion and inspection of a Service Connection;
  - (v) the date upon which the application is completed and submitted;
  - (vi) the contractual deadline for the completion of the construction and inspection of the Service Connection agreed upon by the Owner and the Certified Contractor;
  - (vii) an acknowledgement by the Owner that the Owner is solely responsible for the hiring of a Certified Contractor and that the Municipality is not responsible for contractual performance of either the Owner or the Certified Contractor for the timely completion of all work in a good and workmanlike manner and does not warrant the performance of the Certified Contractor;
  - (viii) information provided by a Certified Contractor's references, its past performance or conduct on previous contracts with the Municipality or other institutions and the Certified Contractor's creditworthiness or financial health; and
  - (ix) any other relevant information provided to the Application Committee upon its request.
32. The Application Committee shall provide its decision and written reasons therefor within 14 days of the decision being made.

### **APPEAL COMMITTEE POWERS AND APPEALS**

33. The Appeal Committee may create, revise, alter or amend all forms, agreements, documents and required permits it may create or approve from time to time if it decides it is necessary or prudent to do so.
34. An Owner may appeal to the Appeal Committee from decision of the Application Committee made pursuant to sections 30 and 31 of this Bylaw with respect to the following,
- (a) a disapproval or rejection of a quote from or a proposed contract with a Certified Contractor;
  - (b) a denial of an Application;
  - (c) a determination of the eligibility of the Parcel or Property pursuant to this Bylaw; or
  - (d) or any other matter at the discretion of the Appeal Committee.

35. Within 14 days of the date of the decision of the Application Committee, the affected Owner may, in writing, appeal the decision of the Application Committee to the Appeal Committee.
36. The Appeal Committee shall give the Owner or their representatives the opportunity to provide a written submission on the decision of the Application Committee. The Appeal Committee, at its discretion, may provide an opportunity for the Owner or their representatives to make oral submissions.
37. If the Appeal Committee decides to provide an Owner or their representative with an opportunity to make oral submissions, such an opportunity may be conducted by telephone or other electronic means.
38. If a written Appeal submission of an Owner is not complete in the opinion of the Appeal Committee, the Appeal Committee may
  - (a) notify the Owner in writing and request the information necessary to make the Appeal submission complete within a specified time, or
  - (b) return the Appeal submission to the Owner as incomplete.
39. If an Owner does not take any steps to supply the information requested by the Appeal Committee within 7 days of receipt of the request, the Appeal Committee may declare the Appeal to be withdrawn unless the Owner shows cause why the Appeal should not be withdrawn.
40. The Appeal Committee shall consider the Application Committee's decision, along with any written or oral submissions of the Owner, and shall either confirm, reverse or vary the decision of the Application Committee. The Appeal Committee shall provide its decision, including reasons, in writing to the Owner.
41. The Appeal Committee shall provide its decision to the Owner within 14 days following the Appeal being considered.
42. The Appeal Committee has the authority to determine its procedures and establish forms and timelines for Appeals.
43. The Appeal Committee may dispense with, vary or supplement all or any part of these Appeal provisions or requirements if it is satisfied that the circumstances of any Appeal require it.
44. The decision of the Appeal Committee is final and conclusive with no further right of appeal to or a right to a review by a court.

#### **OFFENCES AND ENFORCEMENT**

45. No person shall supply false information or make inaccurate or untrue statements in a document or information required to be supplied to the Municipality pursuant to this Bylaw.

46. No person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface, mar, or tamper with any Service Connection or any part of the Service Systems.
47. Any person who contravenes any provision of this Bylaw is liable to the Municipality for and must indemnify the Municipality from all costs, expenses, damages and injuries resulting from the contravention. This does not in any way limit any other provision or any other remedy the Municipality may have under this Bylaw or otherwise at law.
48. If an Owner fails to comply with this Bylaw, in addition to any other penalty that may be imposed by this Bylaw, the Municipality may have the work done at the expense of the Owner, and the Municipality shall be entitled to recover the actual cost of the work done from the Owner in the same manner as municipal taxes.
49. Any person who violates, contravenes or breaches any provision of this Bylaw is guilty of an offence shall be liable to pay a penalty in the amount of \$1,000.
50. In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day or part of a day on which it continues and a person guilty of such an offence is liable upon summary conviction to a fine in an amount not less than that established by this Bylaw for each such day.
51. A Municipal Tag may be issued with respect to any breach of this Bylaw and a Municipal Tag may be issued to such person by mailing a copy to such person at his last known post office address.
52. Where a Municipal Tag is issued pursuant to this Bylaw, the person to whom the Municipal Tag is issued may, in lieu of being prosecuted for the offence, pay to the Municipality the penalty specified on the Municipal Tag.
53. A summons may be issued with respect to any breach of this Bylaw by means of a violation ticket which shall be in a form prescribed by the *Provincial Offences Procedure Act*, RSA 2000, c P-34, as amended or re-enacted from time to time.
54. A person who violates any provision of this Bylaw shall be liable to pay the penalty prescribed in this Bylaw and where the amount is not specified, in an amount not less than \$1,000 and not more than \$10,000.
55. No power or enforcement provision of this Bylaw shall limit the Municipality's powers of enforcement or otherwise under common law, the Municipal Government Act or other applicable enactments.

**GENERAL PROVISIONS AND COMING INTO FORCE**

- 56. Despite any provision of this Bylaw, every Parcel or Property at which a Service Connection is provided shall be subject to the provisions of the Wastewater Bylaw, Fees, Rates and Charges Bylaw, Water Bylaw and any other applicable enactments except where stated in this Bylaw.
- 57. Each provision of this Bylaw is severable from each other provision, and, if any provision is determined to be void or unenforceable in whole or in part, this determination shall not be deemed to affect or impair the validity of any other provision, unless a Court otherwise determines.
- 58. This Bylaw comes into effect on the day it is passed.

Read a first time this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Read a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Read a third time and final time this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

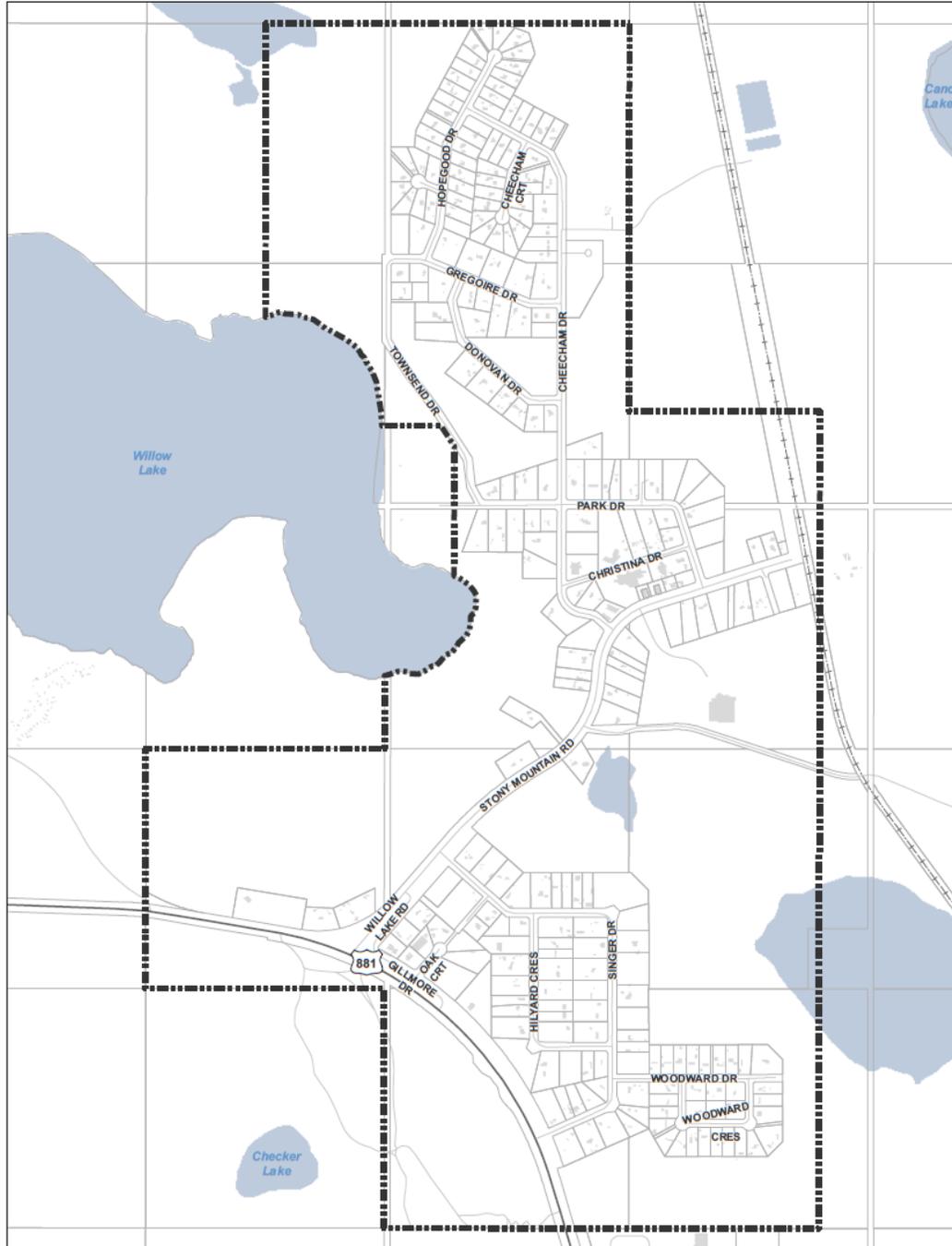
Signed and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Legislative Officer

**SCHEDULE A  
MAPS OF RURAL AREAS WITHIN MUNICIPALITY**

**SCHEDULE "A1"**

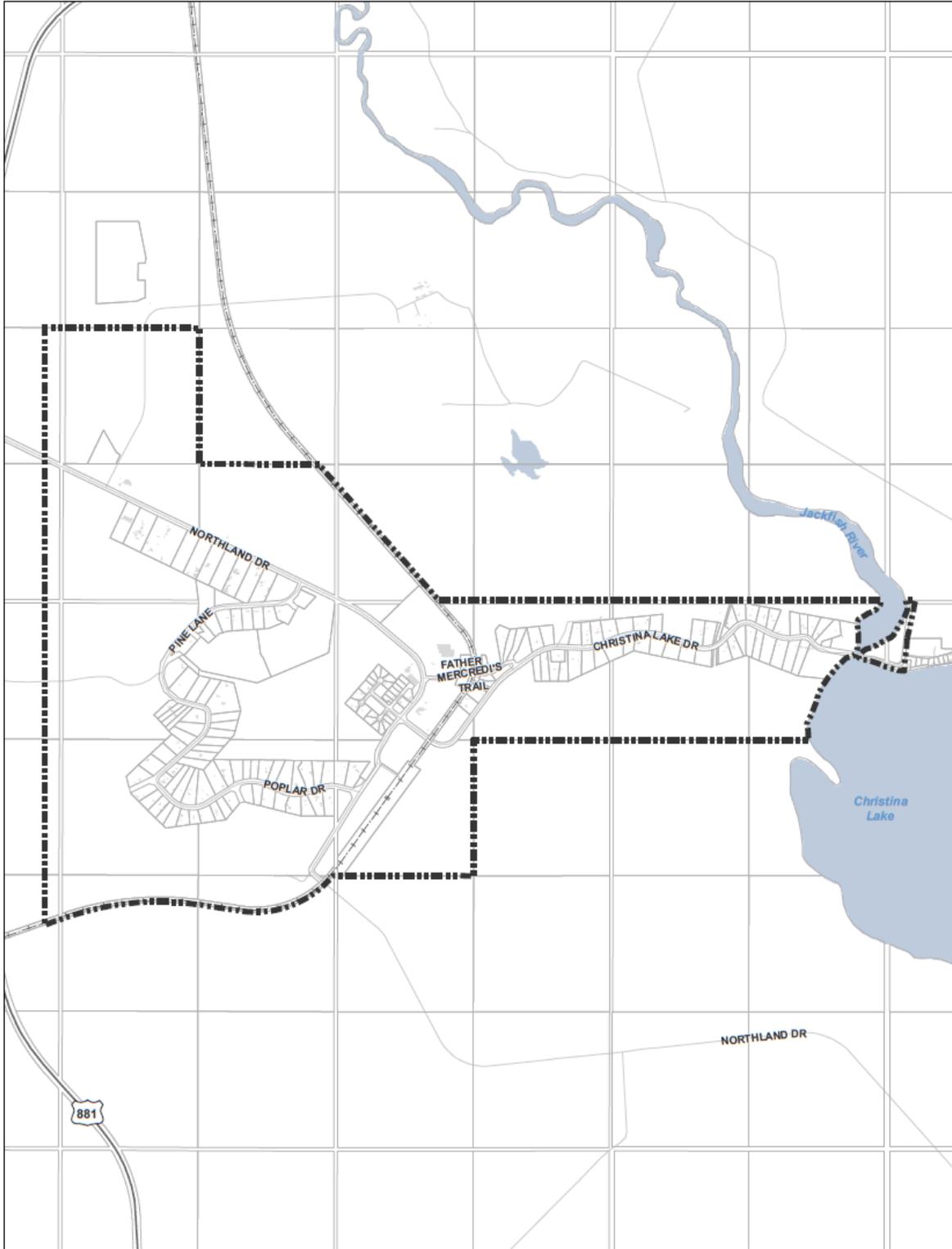


**ANZAC  
RURAL WATER & SEWER  
SERVICING AREA**

N  
1 cm = 170 meters

-  Subject Area
-  Survey Parcels
-  Railway
-  Building Outlines

SCHEDULE "A2"

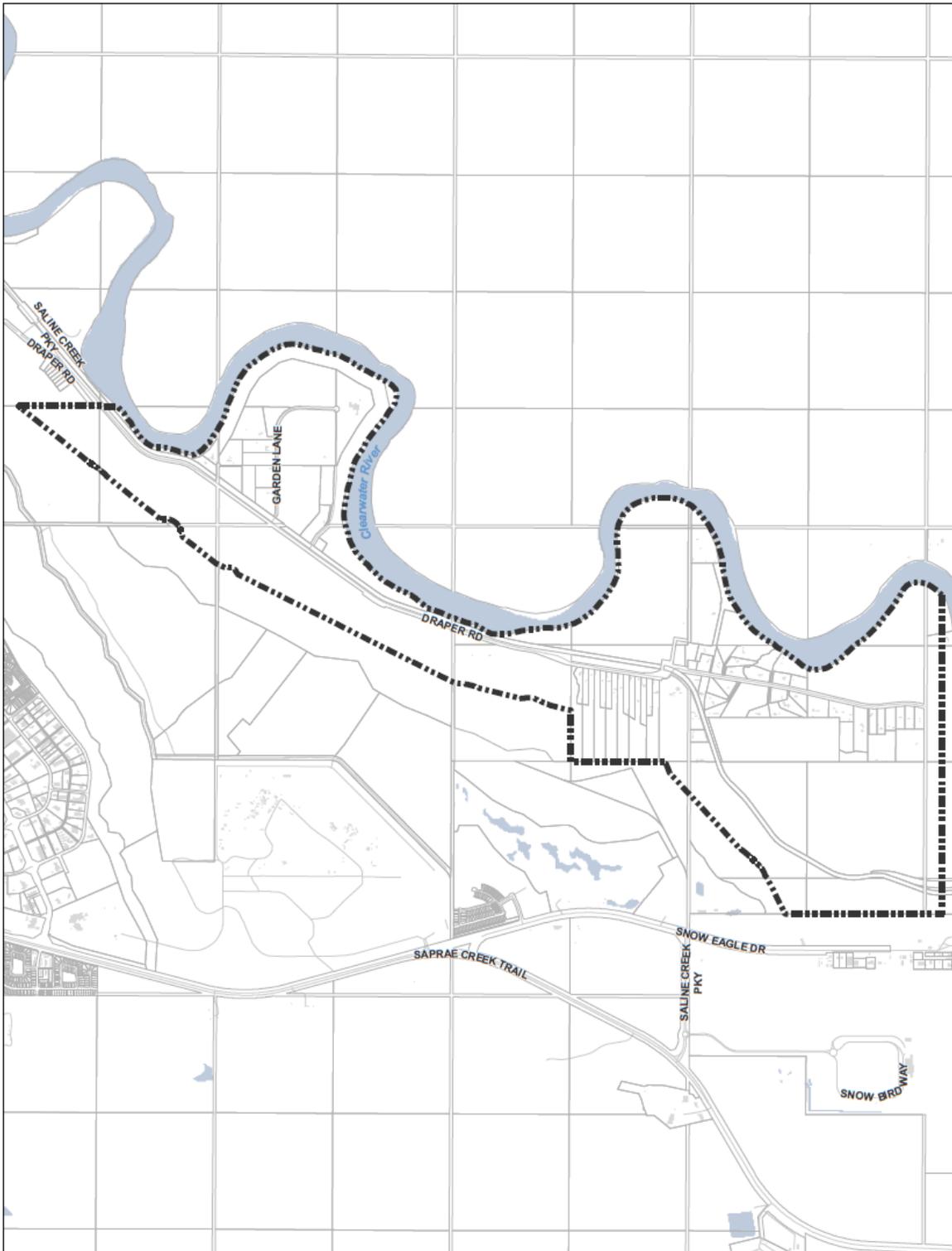


**CONKLIN**  
**RURAL WATER & SEWER**  
**SERVICING AREA**

N  
 1 cm = 300 meters

-  Subject Area
-  Survey Parcels
-  Railway
-  Building Outlines

### SCHEDULE "A3"



**DRAPER**  
**RURAL WATER & SEWER**  
**SERVICING AREA**

N  
 1 cm = 350 meters

-  Subject Area
-  Survey Parcels
-  Railway
-  Building Outlines

Attachment: 1. Bylaw No. 20/009 Rural Area Water and Wastewater Service Connection Bylaw [Revision 5] (Bylaw 20/009 Rural Area Water &

SCHEDULE "A4"



GREGOIRE LAKE ESTATES

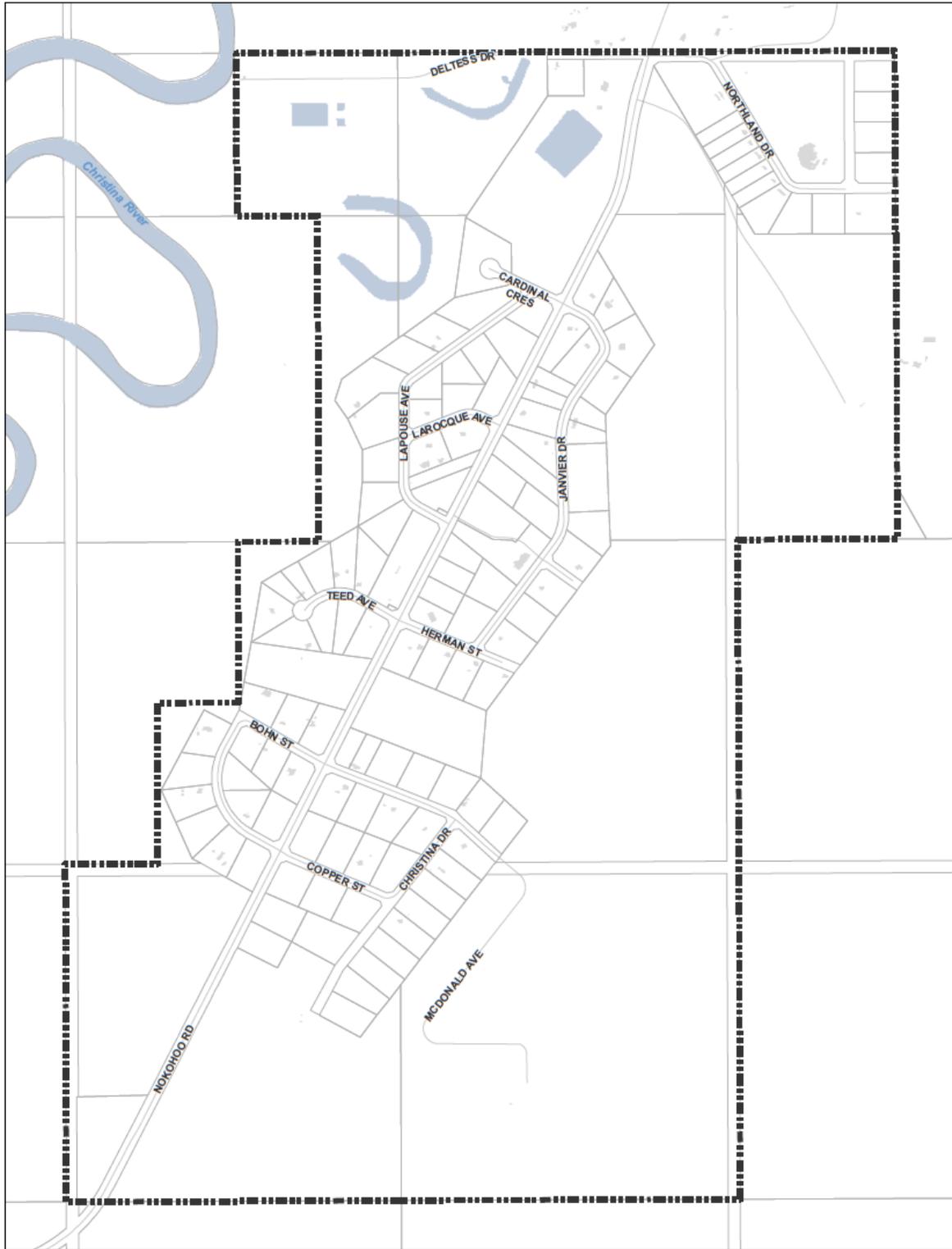
RURAL WATER & SEWER  
SERVICING AREA



1 cm = 55 meters

-  Subject Area
-  Survey Parcels
-  Railway
-  Building Outlines

SCHEDULE "A5"

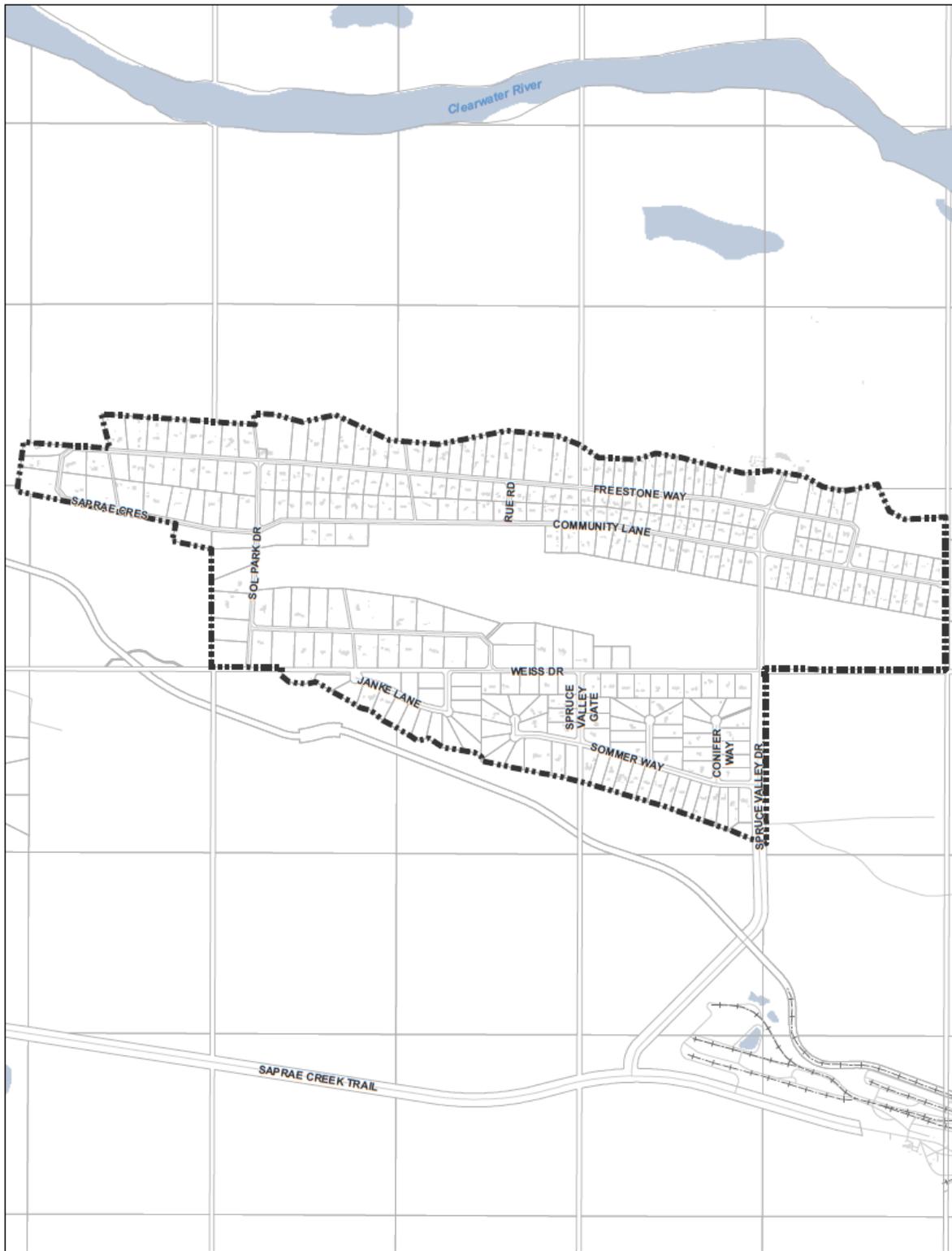


**JANVIER**  
**RURAL WATER & SEWER**  
**SERVICING AREA**

N  
 1 cm = 125 meters

-  Subject Area
-  Survey Parcels
-  Railway
-  Building Outlines

### SCHEDULE "A6"



**SAPRAE CREEK ESTATES**  
**RURAL WATER & SEWER**  
**SERVICING AREA**

N  
 1 cm = 225 meters

-  Subject Area
-  Survey Parcels
-  Railway
-  Building Outlines

**SCHEDULE B**  
**RURAL WATER AND SEWER FEES AND PAYMENT OPTIONS**

**Rural Water and Sewer Application Fee**

1. Rural Water and Sewer Service Connection Application Fee: \$200 payable at the time of applying for Service Connection. This fee is non-refundable but will be deducted from the total Rural Water and Sewer Service Connection Fee of \$16,000 (Janvier, Conklin, Anzac, Gregoire Lake Estates and Draper) and \$10,000 (Saprae Creek Estates).

**Rural Water and Sewer Service Connection Fee: Lump Sum Payment Option**

2. Rural Water and Sewer Service Connection Lump Sum (Janvier, Conklin, Anzac, Gregoire Lake Estates and Draper) at beginning of program: \$16,000-\$200 = \$15,800 payable after the inspection and completion report is issued by Safety Codes.
3. Rural Water and Sewer Service Connection Lump Sum (Saprae Creek) at beginning of program: \$10,000-\$200 = \$9,800 payable after the inspection and completion report is issued by Safety Codes.

**Rural Water and Sewer Service Connection Fee: Instalment Payment Option**

4. Rural Water and Sewer Service Connection Bi-Monthly (Janvier, Conklin, Anzac, Gregoire Lake Estates and Draper): \$105.00 for the next 25 years, payable after the inspection and completion report is issued by Safety Codes.
5. Rural Water and Sewer Service Connection Bi-Monthly (Saprae Creek Estates): \$65.00 payable after the inspection and completion report is issued by Safety Codes.

**Applicable to All Above Fees**

6. Rural Water and Sewer Service Connection Fee is nonrefundable and payable as a lump sum at the beginning of the program or bi-monthly over 25 years only.
7. Rural Water and Sewer Service Connection Fees set out above are for the year 2020. This fee will be increased by Consumer Price Index (CPI) annually as determined and published by Statistics Canada for Alberta.



<b>Subject: Bylaw No. 20/012 - 2020 Property Tax Rate Bylaw</b>
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<b>APPROVALS:</b>
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<b>Jamie Doyle</b>
<hr style="width: 80%; margin: 0 auto;"/>
<div style="display: flex; justify-content: space-around; width: 100%;"> <span>Director</span> <span>Chief Administrative Officer</span> </div>

**Recommended Motion:**

THAT Bylaw No. 20/012, being the 2020 Property Tax Rate Bylaw, be read a first time.

**Summary:**

In accordance with the Municipal Government Act, the Regional Municipality of Wood Buffalo is required to pass a Property Tax Rate Bylaw annually for the purpose of completing the work set out in the approved Operating and Capital Budgets.

**Background:**

A property tax rate bylaw establishes the rates at which various property classes are to be taxed and is calculated based on the total assessment value of all taxable properties within each of the property classes throughout the Municipality. The Order in Council, creating the specialized Regional Municipality of Wood Buffalo, provided Council with the authority to establish a mill rate structure for each of the Urban and Rural Service Areas.

Assessment valuation standards are prescribed by the Alberta Provincial Government and are either based on a market value premise or on a regulated cost-based system depending on property type. The tax levied on all residential and commercial properties is calculated by applying the tax rate against the individual property assessment which is an estimate of the market value as of July 1, 2019. The designated industrial properties (DIP) are assessed by the provincial assessor.

Property taxes are levied to raise revenue to fund municipal expenditures and pay external requisitions from Alberta Education, seniors' housing (Ayabaskaw House and Rotary House) and the 2020 designated industrial property requisition. With respect to requisitions for provincial education, seniors' housing and the designated industrial property requisition, the requisitioning authorities' tax rates are calculated based on the amounts requested. In imposing levies, it is important to note that the Municipality simply acts as a collector of the funds and has no authority to refuse or change the amount requested by external requisitions. A typical property tax notice consists of the

municipal levy, Alberta Education requisition levy and levy for seniors' housing. The exception is the Machinery and Equipment class which is exempt from the Alberta Education levy. Only properties identified by the Provincial Assessor as designated industrial properties will include the designated industrial property tax rate. The total amount of property taxes paid will vary based on the actual assessment value and the respective tax rate applied. In establishing municipal tax rates for the 2020 Property Tax Rate Bylaw, the process began with the zero-based budget and resulted in a requirement for less property tax revenue than in 2019.

In order to assist in understanding the 2020 Property Tax Rate recommendations, the following clarifications are provided:

Increases or decreases in municipal tax rates will not necessarily result in corresponding increases or decreases in municipal taxes paid. The reason for this is that increases or decreases in municipal taxes are equally dependent on the year over year assessment change of a property. Due to this formula, many property owners will see reductions in their municipal tax levies even if the tax rate in their tax class has increased.

The formula for calculating municipal property taxes is as follows:

$$\text{Assessment} \times \text{Tax Rate} = \text{Municipal Tax Levy}$$

Due to reductions in market value, many property assessments have declined from the previous 2019 assessed value.

Recommended Tax rates for 2020, propose the following changes when compared to 2019 as follows:

- Urban residential tax rate increased by 3%. This increase in tax rate, corresponds with the median assessment decrease of 4%. The median municipal tax change in the urban residential tax class is a **reduction of \$10** (if no improvements were completed to the home in 2019) due to a combination of the change in assessment over 2019 and the change in the urban residential tax rate.
- Other residential tax rate increased by 4%. This increase in tax rate, is less than the median assessment decrease of 20%. The median municipal tax change in the other residential tax class is a **reduction of \$6,245** (if no improvements were completed to the home in 2019) due to a combination of the change in assessment over 2019 and the change in the other residential tax rate.
- Rural residential tax rate increased by 19%. The median municipal tax change in the rural residential tax class is a **reduction of \$3** (if no improvements were completed to the home in 2019) due to a combination of the change in assessment over 2019 and a change in the rural residential tax rate.

- Urban non-residential tax rate increased by 4%. The urban non-residential assessment class experienced an overall decrease due to factors such as sales, vacancy, availability, rents, and land value, and as such, individual properties may experience differing increases or decreases in taxes. Therefore, a median tax change was not calculated.
- Rural non-residential tax rate decreased by 26%. No significant change in assessment of Rural non-residential class from 2018 to 2019. Due to the wide variance in assessed values in this tax class, a median tax change was not calculated.

In addition, based on Matters Relating to Assessment Sub-Classes Regulation Alberta Regulation 202/2017, municipalities can create a sub-class for either the urban or rural service areas entitled “small business property” sub-class. In 2018, the Regional Municipality of Wood Buffalo Council approved the creation of a rural non-residential small business property sub-class. The tax rate of this sub-class was 25% lower than the rural non-residential tax rate. The criteria of this sub-class required that the business:

- must apply online and meet all criteria to be taxed at the rural non-residential small business property tax rate; and
- must be operating under a business license or that is otherwise identified in a municipal bylaw; and
- have fewer than 50 employees across Canada; and
- must hold a RMWB business license as of December 31 of the preceding year.

A rural small business property tax rate has been included within the 2020 Tax Rate Bylaw and is subject to Council approval.

### **Budget/Financial Implications:**

For the 2020 taxation year, property tax revenue decreased by \$168M compared to 2019. Cumulatively, property tax revenue has decreased by \$291M since the 2016 budget. The revenue required through property taxes for the 2020 taxation year is \$492,373,825.

Assessment notices were sent out on January 20, 2020 and the deadline for assessment appeals is June 1, 2020 for the majority of properties. In some instances, additional information has been received regarding assessment accounts that have led to the issuance of an updated assessment. In accordance with legislated requirements, notice of the appeal period for these properties is extended by an additional 60 days. A better estimate of assessment roll totals and resulting property tax revenue impacts will be determined when the last appeal deadline has passed.

### **s 358(1) Maximum Tax Rate Ratio (formerly Bill 21 and Bill 8)**

The Municipality is a “non-conforming” municipality meaning that the tax ratio is greater than 5:1. The tax ratio means the ratio between the highest non-residential tax rate to the lowest residential tax rate. In the Municipality the highest non-residential tax rate is the rural non-residential tax rate and the lowest residential tax rate is the rural residential tax rate. The tax ratio can be reset each year, but the ratio cannot increase from the previous year. For the 2019 tax year the Municipality’s tax ratio was 12.45.

Although the regulations guiding the method and time frame for reducing the tax ratio have not been introduced by the Government of Alberta, through budget reductions, growth in the rural non-residential assessment base and an increase in the rural residential tax rate the administrative recommendation would result in a tax rate ratio for the Municipality that has been reduced to 7.78 for 2020.

**Rationale for Recommendation:**

The proposed property tax methodology is budget driven reflecting zero-based budgeting, resulting in an overall reduction in property taxes from 2019, and a systematic reduction in the tax ratio from 2019 to 2020.

In addition, Administration is requesting that consideration of second and third readings of Bylaw No. 20/012, the 2020 Property Tax Rate occur on Tuesday, May 12, 2020.

**Strategic Priorities:**

Responsible Government

**Attachments:**

**1. Bylaw No. 20/012 - 2020 Property Tax Rate Bylaw**

**2020 Property Taxes Presentation**

**BYLAW NO. 20/012**

**A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO AUTHORIZE A PROPERTY TAX AND ESTABLISH PROPERTY TAX RATES FOR THE YEAR 2020**

**WHEREAS** Sections 353 and 354 of the *Municipal Government Act* require a municipality to pass a property tax bylaw annually and to set and show all tax rates for the year;

**AND WHEREAS** the Alberta School Foundation Fund (ASFF) has issued the following requisitions to the Municipality:

- (i) for residential and farmland \$ 26,606,954.94
- (ii) for non-residential property \$ 44,798,912.25

**AND WHEREAS** the Fort McMurray Roman Catholic Separate School District #32 has issued the following requisitions to the Municipality:

- (iii) for residential and farmland \$ 1,258,329.96
- (iv) for non-residential property \$ 301,802.09

**AND WHEREAS** the Ayabaskaw House, being a management body under the *Alberta Housing Act*, has issued a requisition to the Municipality in the amount of \$ 140,100.00;

**AND WHEREAS** the Rotary House, being a management body under the *Alberta Housing Act*, has issued a requisition to the Municipality in the amount of \$ 1,972,800.00;

**AND WHEREAS** Section 10 of the Order in Council No. 817-94 allows the Municipality to establish different rates of taxation for the Urban Service Area and the Rural Service Area, in respect of each assessment class or sub-class referred to in Section 297 of the *Municipal Government Act*;

**AND WHEREAS** the net tax revenue requirement (which does not include Special Assessment and Local Improvement Taxes or Oil Well Drilling Taxes) of the Municipality for 2020 is estimated to be \$ 492,373,825;

**AND WHEREAS** the total 2020 assessment of land, building, and improvement in the Rural Service Area, from which taxes may be raised, is \$ 47,842,007,476;

**AND WHEREAS** the total 2020 assessment of land, building and improvements in the Urban Service Area, from which taxes may be raised, is \$ 12,971,827,307;

Attachment: 1. Bylaw No. 20/012 - 2020 Property Tax Rate Bylaw (Bylaw No. 20/012 - 2020 Property Tax Rate Bylaw)

**NOW THEREFORE** the Regional Municipality of Wood Buffalo, in Council duly assembled, hereby enacts, as follows:

- The following tax rates are hereby authorized and imposed against the assessed value of taxable lands, buildings, and improvements as shown on the municipal assessment roll:

**TAX RATES IN RESPECT OF EDUCATION REQUISITIONS, IMPOSED IN BOTH THE RURAL SERVICE AREA AND THE URBAN SERVICE AREA:**

Alberta School Foundation Fund:

- Tax Rate for Residential and Farm Property: 0.0024459
- Tax Rate for Non-Residential Property: 0.0038841

Fort McMurray Roman Catholic Separate School District #32:

- Tax Rate for Residential and Farm Property: 0.0024459
- Tax Rate for Non-Residential Property: 0.0038841

**TAX RATES IN RESPECT OF REQUISITIONS OTHER THAN EDUCATION REQUISITION, IMPOSED IN BOTH THE RURAL SERVICE AREA AND THE URBAN SERVICE AREA:**

Ayabaskaw House

- Tax Rate for Residential and Farm Property: 0.0000021
- Tax Rate for Non-Residential Property: 0.0000021
- Tax Rate for Machinery and Equipment 0.0000021

Rotary House

- Tax Rate for Residential and Farm Property: 0.0000320
- Tax Rate for Non-Residential Property: 0.0000320
- Tax Rate for Machinery and Equipment 0.0000320

**TAX RATES IN RESPECT OF DESIGNATED INDUSTRIAL PROPERTY REQUISITIONS, IMPOSED IN BOTH THE NON-RESIDENTIAL PROPERTY AND MACHINERY AND EQUIPMENT:**

- Tax Rate for Non-Residential Property: 0.0000760
- Tax Rate for Machinery and Equipment 0.0000760

**TAX RATES FOR MUNICIPAL PURPOSES, IMPOSED IN THE RURAL SERVICE AREA:**

- Tax Rate for Residential and Farm Property: 0.0012415
- Tax Rate for Non-Residential Property: 0.0096543
- Tax Rate for Machinery and Equipment 0.0096543
- Tax Rate for Small Business Property 0.0072407

TAX RATES FOR MUNICIPAL PURPOSES, IMPOSED IN THE URBAN SERVICE AREA:

- Tax Rate for Residential and Farm Property: 0.0020599
- Tax Rate for Other Residential Property 0.0058792
- Tax Rate for Non-Residential Property: 0.0041169
- Tax Rate for Machinery and Equipment 0.0041169

**Definitions and Interpretation**

2. In this Bylaw:
  - (a) "Municipality" means the Regional Municipality of Wood Buffalo;
  - (b) "Other Residential" has the meaning set out in Section 5 of Bylaw No. 13/012;
  - (c) "Small Business Property" has the meaning set out in the Matters Relating to *Assessment Sub-Classes Regulation* without regard to the option described in clause 3(b)(ii) of that regulation and without adopting an alternative date for establishing the threshold number of employees.
3. The numerical values in Section 1 of this Bylaw are tax rates expressed in cents per dollar of assessment.
- 3.1 The Chief Administrative Officer may from time to time establish procedures to allow for the effective administration of the Small Business Property sub-class tax rate, including without limitation a method for determining and counting full-time employees, and the frequency of that count.
4. This Bylaw comes into force when it is passed.

READ a first time this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

READ a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

READ a third and final time this this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

SIGNED and PASSED this this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Legislative Officer

Attachment: 1. Bylaw No. 20/012 - 2020 Property Tax Rate Bylaw (Bylaw No. 20/012 - 2020 Property Tax Rate Bylaw)

# 2020 Property Taxes

Presenters: Linda Ollivier, Director

Department: Financial Services

Meeting Date: May 6, 2020



# 2020 Property Taxes

- Total 2020 expected property tax revenues are 25% lower than 2019
- Taxes in the Regional Municipality of Wood Buffalo continue to remain the lowest in Alberta.

# 2020 Municipal Property Tax Revenue

Tax Class	2019 Taxes	2020 Expected Taxes	% Change
Rural Residential	\$561,262	\$561,262	0%
Rural Non-Residential	623,087,030	457,405,727	-26.59%
Urban Residential	19,297,645	19,297,645	0%
Urban Other Residential (Apartments)	4,133,785	3,092,370	-25.19%
Urban Non-Residential	13,233,516	12,016,822	-9.19%
<b>Total</b>	<b>\$660,313,239</b>	<b>\$492,373,825</b>	<b>-25%</b>

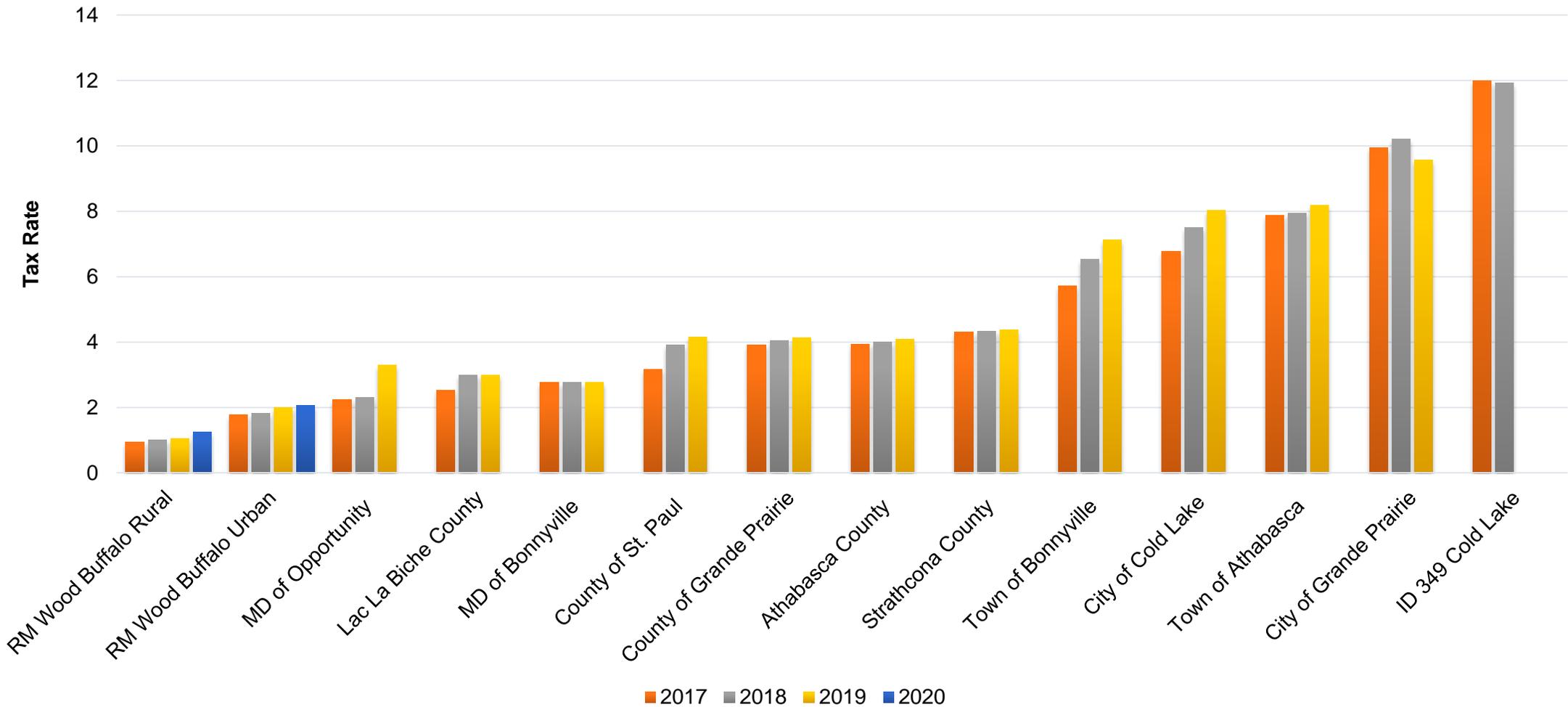
Note – These figures do not include the education requisition amounts.

# Property Tax Payment Comparison

Property Class	2019	2020	Change
Urban Residential	\$1,046	\$1,036	-\$10
Urban Other Residential	\$37,969	\$31,724	-\$6,245
Urban Non-Residential	\$4,744	\$4,496	-\$248
Rural Residential	\$414	\$411	-\$3

Note – Tax payment examples are based on the median of total payments for that class

# Residential Tax Rate Comparison



# Impact of Change

- Revised 2020 budget
  - Operating expenses unchanged
  - Capital expenditures unchanged

Thank You.


**Subject: Bylaw No. 20/014 - 2020 Flood Response**
**APPROVALS:**

**Jamie Doyle**

\_\_\_\_\_  
Director

\_\_\_\_\_  
Chief Administrative Officer

**Recommended Motion:**

1. THAT Bylaw No. 20/014, being the 2020 Flood Response Bylaw, be read a first time.
2. THAT Bylaw No. 20/014 be read a second time.
3. THAT Bylaw No. 20/014 be considered for third reading.
4. THAT Bylaw No. 20/014 be read a third and final time.

**Summary and Background:**

The April 2020 flood caused substantial damage to many properties in the lower town site of Fort McMurray, Ptarmigan Court, Waterways neighbourhoods, Draper and TaigaNova Industrial Park. In order to facilitate recovery, a substantial amount of debris removal and hauling of household waste will be required, and most, if not all materials will be received by the municipal landfill. Additionally, as the recovery phase unfolds, property and business owners will require development and safety code permits.

Waiving Community Development and Safety Code permitting fees, along with disposal rates for the landfill, will aid property owners in the ongoing recovery and demonstrate that the Municipality is here to support them during this time.

At present, fees at the landfill are waived as the Director of Emergency Management and the Chief Administrative Officer, under a State of Local Emergency (SOLE), have the discretion to fix prices for services, etc... to aid in the emergency response. Following termination of the SOLE, fixing prices for services would not continue, therefore Bylaw No. 20/014 proposes to continue to waive fees for services to assist residents in the coming months.

Provision has also been made to temporarily suspend provisions in the Noise Bylaw that might otherwise apply to the reconstruction efforts in the evacuated areas to aid in the rapid reconstruction efforts.

**Budget/Financial Implications:**

There are financial implications with respect to fees that will be suspended by operation of the bylaw. By waiving the fees associated with the landfill and those associated with permitting, the Municipality will forego an estimated \$3.0 Million in fees that were previously budgeted revenue.

**Rationale for Recommendation:**

This Bylaw will ensure that fees associated with reconstruction in the evacuated areas of the RMWB will continue to be waived once the State of Local Emergency has been terminated. Waiving these fees, rates and charges will ensure that property owners and local contractors are not faced with unwarranted challenges during these challenging times.

**Strategic Priorities:**

Responsible Government

**Attachments:**

**1. Bylaw No. 20.014 - Flood Response Bylaw**

## BYLAW 20/014

### A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO AMEND THE NOISE BYLAW NO. 83/024, AND THE FEES, RATES AND CHARGES BYLAW NO. 19/024.

**WHEREAS** on Sunday April 26, 2020 the Regional Municipality of Wood Buffalo declared a second concurrent State of Local Emergency (“SOLE”) due to high water levels along the Athabasca River, the Snye and the Clearwater River;

**AND WHEREAS** the risk of flooding resulted in mandatory evacuation orders for the communities of Draper, Waterways, Ptarmigan Court, the Lower Townsite of Fort McMurray and the TaigaNova Industrial Park all in the Regional Municipality of Wood Buffalo (the “Mandatory Evacuation Areas”);

**AND WHEREAS** overland flooding did occur and did significantly and negatively impact many properties in the Mandatory Evacuation Areas;

**AND WHEREAS** the Council of the Regional Municipality of Wood Buffalo wishes to facilitate the efficient and expedient clean-up and reconstruction of properties that have been damaged by the 2020 Flood by temporarily lifting the restrictions on noise created by otherwise compliant remediation activities as regulated by the Noise Bylaw (No. 83/024) and by temporarily waiving certain flood remediation development fees as described in the Fees, Rates and Charges Bylaw (No. 19/024).

**NOW THEREFORE**, the Council of the Regional Municipality of Wood Buffalo, duly assembled, enacts as follows:

#### Short Title

1. This Bylaw may be cited as the “**2020 Flood Recovery Response Bylaw**”.

#### Amendments

2. Bylaw No. 83/024, the *Noise Bylaw*, is hereby amended:
  - a. The following is added as a new Part 7A immediately following section 7:

#### **“PART 7A - POST-FLOOD RECOVERY NOISE**

7A. In this Part 7A:

- (1) “Flood Recovery Noise” means any noise caused by or arising from any demolition, clean-up or debris removal activity related to the destruction caused by the April 2020 Flood.

- (2) "Mandatory Evacuation Areas" means the communities of Draper, Waterways, Ptarmigan Court, the Lower Townsite of Fort McMurray and the TaigaNova Industrial Park all in the Regional Municipality of Wood Buffalo that were subject to mandatory evacuation orders sometime between Sunday April 26 to Sunday May 3, 2020.
- (3) "Post- Flood Recovery Period" means the period commencing April 26, 2020 and continuing to August 31, 2020.
- (4) Despite any other provision of this Bylaw, a person who causes or allows Flood Recovery Noise during the Post-Flood Recovery Period, at any time of the day, is not otherwise in contravention of this Bylaw.
- (5) Sections 7A (1) through (5) inclusive of this Bylaw, as amended, come into effect when passed and are deemed to be automatically repealed at the conclusion of the Post-Flood Recovery Period."
3. Bylaw No. 19/024, the *Fees, Rates and Charges Bylaw*, is hereby amended by adding these sections immediately following section 9:
- "10. The following additional definitions apply to this Bylaw:
- 10.01 "Commercial Waste Hauler(s)" means any commercial enterprise or person hauling waste material to RMWB landfills on a for-profit basis;
- 10.02 "Non-commercial Waste Hauler(s)" means any person hauling waste material to RMWB landfills who is not otherwise a Commercial Waste Hauler;
- 10.03 "Post-Flood Recovery Period (Commercial)" means the period from April 26, 2020 to June 30, 2020; and
- 10.04 "Post-Flood Recovery Period (Non-commercial)" means the period from April 26, 2020 to August 31, 2020.

- 11. Commercial Waste Haulers are exempt from any or all of the following fees for municipal services for the duration of the Post-Flood Recovery Period (Commercial):

Schedule “L”- Solid Waste – the following specified fees only:

1. Landfill Rates

- (a) Mixed loads of construction and demolition waste (recyclables not fully removed)(per tonne).....\$99.00
- (b) Demolition or commercial waste originating from cleanup of properties damaged or destroyed by wildfire or firefighting activities in May 2016 (per tonne).....\$99.00
- (d) Commercial waste (per tonne) .....\$87.00
- (e) Special handling (per tonne) .....\$188.00
- (k) Large commercial appliances – special handling (per tonne).....\$143.00
- (n) Mobile home disposal (per unit).....\$1,121.00
- (s) Compost – External usage (per tonne).....\$60.00
- (u) Manure (per tonne).....\$12.00
- (v) Peat moss – External usage (per tonne).....\$32.00
- (w) Crushed asphalt (per tonne)
  - (i) External Usage .....\$22.00
  - (ii) Internal Usage .....\$20.00
- (x) Triple Mix .....\$32.00

- 12. Non-commercial Waste Haulers are exempt from any or all of the following fees for municipal services, for the duration of the Post-Flood Recovery Period (Non-commercial):

Schedule “J”- Planning and Development Services – all fees

Schedule “K”- Safety Codes Permitting – all fees

Schedule “L”- Solid Waste – the following specified fees are waived only with respect to Non-Commercial Waste Haulers:

1. Landfill Rates

- (a) Mixed loads of construction and demolition waste (recyclables not fully removed) (per tonne).....\$99.00

Attachment: 1. Bylaw No. 20.014 - Flood Response Bylaw (Bylaw No. 20/014 - 2020 Flood Response)

- (b) Demolition or commercial waste originating from cleanup of properties damaged or destroyed by wildfire or firefighting activities in May 2016 (per tonne).....\$99.00
- (g) Household refuse (per tonne).....\$58.00
- (h) Compostable material (per tonne) .....\$3.00
- (i) CFC (chlorofluorocarbons) appliances with gas.....\$46.00
- (l) Soil (clean fill) .....\$3.00
- (o) Scale usage charge (per visit) .....\$35.00
- (p) Minimum charge (flat rate) .....\$10.00
- (q) Mattress disposal (per unit).....\$25.00
- (r) Box spring disposal (per unit).....\$25.00

2. Solid Waste Disposal (Monthly Rates)

- (u) Urban Service Area Single and Multi-Family Residential (per dwelling)
  - (ii) Recycling Depots.....\$1.65
  - (iii) Curbside recyclable collection.....\$14.00
- (v) Rural Services Area- Single and Multi-Family Residential (per dwelling)
  - (ii) Recycling Depots.....\$1.65
  - (iii) Curbside recyclable collection.....\$14.00

13. Sections 10 through 13 inclusive of this Bylaw, as amended, come into effect when passed and are deemed to be automatically repealed at the conclusion of the Post-Flood Recovery Period (Non-commercial).”

READ a first time this \_\_\_\_\_ day of \_\_\_\_\_, 2020

READ a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2020

READ a third and final time this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

SIGNED and PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Don Scott, Mayor

\_\_\_\_\_  
Jade Brown, Chief Legislative Officer

Attachment: 1. Bylaw No. 20.014 - Flood Response Bylaw (Bylaw No. 20/014 - 2020 Flood Response)



**Subject: Borderlands Emergency Management Mutual Aid Agreement**

**APPROVALS:**

**Jamie Doyle**

\_\_\_\_\_  
Director

\_\_\_\_\_  
Chief Administrative Officer

**Recommended Motion:**

THAT Administration be authorized to enter into the Borderlands Emergency Management Mutual Aid Agreement (Agreement), Attachment 1 dated April 16, 2020; and

THAT any costs incurred when receiving mutual aid under the Agreement be funded from the Emerging Issues Reserve.

**Summary:**

The Borderlands Emergency Management Mutual Aid Agreement (Agreement) provides for a collaboration between bordering Alberta municipalities to provide information and resource sharing with each other during an emergency. This Agreement does not obligate either party to provide all, a portion or any of the mutual aid requested and all costs incurred by the assisting municipality in providing aid would be reimbursed.

Entering into the Agreement must be authorized by Council as it commits the Municipality to spend money that is not budgeted for if mutual aid is requested and received from another municipality.

**Background:**

Prior to COVID-19 pandemic, several Alberta Municipalities came together and developed the Borderlands Emergency Management Mutual Aid Agreement with the guidance of Alberta Emergency Management Agency (AEMA). The Agreement restricts aid to equipment and employees owned and employed by the assisting municipality or equipment and staff under contract to the assisting municipality. The decision to provide aid and the level of aid provided to the requesting municipality is solely within the discretion of the assisting municipality.

**Budget/Financial Implications:**

As the Municipality does not budget for emergencies, any costs incurred from requesting assistance under the Borderlands Emergency Management Mutual Aid Agreement would need to be funded from the Emerging Issues Reserve, if other funding alternatives such as insurance or government grants are not available.

**Rationale for Recommendation:**

Entering into the Borderlands Emergency Management Mutual Aid Agreement, which provides for information and resource sharing during an emergency would be beneficial to the Municipality. The Municipality would also be able to share expertise and resources with its neighbours when they are faced with an emergency that does not impact the Region.

**Strategic Priorities:**

Responsible Government

**Attachments:**

**1. Borderlands Emergency Management Mutual Aid Agreement**

# BORDERLANDS

## EMERGENCY MANAGEMENT MUTUAL AID AGREEMENT

MADE THIS 16<sup>th</sup> DAY OF APRIL, 2020

BETWEEN THE SIGNATORY JURISDICTIONS

**WHEREAS** a major Emergency could affect a First Nation, Metis Settlement or Municipality to such a degree that local resources would be inadequate to cope with the situation;

**AND WHEREAS** the Jurisdictions that are a Party to this Agreement (the "Parties") each provide emergency response services within their respective boundaries;

**AND WHEREAS** the Parties wish to make prearrangements for prompt Emergency action in support of any one Jurisdiction in the group which may be affected or threatened by a major Emergency and requires assistance;

**AND WHEREAS** the Parties wish to enter into this Agreement to formalize the systems and procedures for which emergency services can be utilized in order for a Party to request mutual aid and assistance from the other Parties to this Agreement, and respond to such requests;

**AND WHEREAS** each jurisdiction that is a signatory to this Agreement agrees to be a Party in this Emergency Management Mutual Aid Agreement;

**THEREFORE**, the Parties, in consideration of the promises, covenants and agreements set out herein, agree as follows:

### 1. TERMS AND CONDITIONS

- 1.1. Any one of the Parties to the Agreement, if and when it is in need of help to respond to an Emergency, may request Aid from one or more of the other parties, subject to the following conditions:
- a) This is not an agreement to provide First Response. It is to provide mutual aid when requested;
  - b) Aid shall be restricted to equipment and employees owned and employed by the Assisting Party, or equipment and staff under contract to the Assisting Party;
  - c) Any calls for Aid shall be made by the Emergency Management Co-ordinator, Director of Emergency Management or other duly authorized representative of the Requesting Party, and must be directed to the Emergency Management Coordinator, Director of Emergency Management or other duly authorized representative of the Assisting Party;

- i. Calls for Emergency Services equipment may be made by the Chief of that department, or their designate, or a duly authorized representative of the Requesting Party to the Chief of that department, or their designate, or a duly authorized representative of the Assisting Party;
- d) Any Party to this Agreement may at any time request the Aid in accordance with the provisions of this Agreement. For greater clarity, the provision of Aid is intended by the Parties to apply when the Requesting Party is subject to emergent circumstances within the Requesting Party's municipal boundaries, and Aid is not intended to be requested to compensate for service level or resource shortfalls in the Requesting Party's normal course of business;
- e) A request for Aid by the Requesting Party may be made either orally or in writing, provided that any oral request for Aid is confirmed subsequently in writing to the Assisting Party as soon as practicably possible;
  - i. Written requests and confirmation in writing of oral requests shall be completed on the Resource Request Form attached to this Agreement as **Schedule "C"**.
- f) Nothing in this Agreement shall be deemed or construed as an obligation to provide Aid prior to an Assisting Party expressly agreeing to provide Aid. It is understood and agreed by the Parties that the decision to provide Aid is solely within the discretion of the Assisting Party, and the Assisting Party shall be permitted to exercise complete and unfettered discretion as to whether to provide all, a portion or none of the Aid requested. The Requesting Party shall have no claim for damages or compensation against the Assisting Party arising from the refusal to provide Aid.
- g) The Assisting Party may, even after commencement of providing Aid, withdraw Aid where it is necessary or desirable that the Assisting Party's resources provide emergency services at another location, or it is deemed to be unsafe to continue providing Aid. The Requesting Party shall have no claim for damages or compensation against the Assisting Party arising from the withdrawal of Aid.
- h) The employees and contractors of the Assisting Party shall always be subject to the Assisting Party's control and direction during the provision of Aid unless otherwise expressly agreed to in writing by the parties.
  - i. Therefore, commands and requests to the Assisting Party shall be communicated by officers of the Requesting Party in accordance with the command structure of the Assisting Party.
  - ii. The Assisting Party shall be responsible for the safety of its employees and contractors in the provision of the Aid hereunder.
- i) The Incident Command System in accordance with standards approved by the governments of Alberta and Saskatchewan will form the basis of all communications, command and documentation processes for any activations of this Agreement.

## 2. DEFINITIONS

In this Agreement:

- 2.1. "Agreement" means this Agreement and any schedules attached hereto;
- 2.2. "Aid" means the provision of assistance or support by an Assisting Party to a Requesting Party to this Agreement and includes emergency response services, to the standard of service normally provided throughout the Parties' respective boundaries;
- 2.3. "Assisting Party" means the Party to this Agreement providing Aid to another Party to this Agreement;
- 2.4. "Dispatch Centre" shall mean the dispatch centre taking and transferring 911 emergency police, fire and ambulance calls related to emergencies within the geographic boundaries of the parties to this Agreement;
- 2.5. "Emergency" means an event that requires prompt co-ordination of action or special regulation of persons or property to protect the safety, health or welfare of people or to limit damage to property or environment;
- 2.6. "Emergency Services" means the public organizations that respond to and deal with emergencies when they occur, especially those that provide police, ambulance, and firefighting services;
- 2.7. "First Response" means the Party identified by the Dispatch Centre as having the jurisdictional responsibility to provide emergency services in response to a 911 call;
- 2.8. "Jurisdiction" means any First Nation, Metis Settlement, Urban Municipality or Rural Municipality;
- 2.9. "Requesting Party" means the Party to this Agreement receiving Aid from another Party to this Agreement;
- 2.10. "Director of Emergency Management (DEM)" and "Emergency Management Coordinator" means the person authorized to activate the Agreement on behalf of the Jurisdiction;
- 2.11. The word "shall" is to be read and interpreted as mandatory;
- 2.12. The word "may" is to be read and interpreted as permissive; and
- 2.13. The words "Party" or "Parties" shall be read and interpreted as meaning those parties to this Agreement and such Party's successors and permitted assigns.

## 3. TERM

- 3.1. This Agreement comes into force upon signing and shall be reviewed annually by all parties to this Agreement thereafter. At the time of review, changes or additions may be introduced by way of a rider which shall become part of the Agreement upon ratification by all parties.
- 3.2. Any one of the participating parties may withdraw from the Agreement by giving a ninety (90) day notice of termination to the other parties in writing. After the withdrawal of any Party, the Agreement shall continue in force between the remaining Parties.

#### 4. PAYMENT FOR AID

- 4.1. It is the intent of the Parties that the Requesting Party reimburses the Assisting Party for those costs directly incurred by the Assisting Party in the provision of Aid to the Requesting Party in accordance with **Schedule "B"** attached to this Agreement.
- 4.2. The Assisting Party shall provide a statement accounting for the costs directly incurred by the Assisting Party in the provision of Aid to the Requesting Party.
- 4.3. Upon the provision of an invoice and statement of costs by the Assisting Party to a Requesting Party for the costs directly incurred by the Assisting Party for the provision of Aid, the Requesting Party shall pay such costs to the Assisting Party in accordance with the payment terms of such invoice. Invoices that include compensation for purchased goods and accommodation will be accompanied by supporting documentation and proof of payment.
- 4.4. All sales tax, social service tax, value added tax, goods and services tax or any other similar tax, charge, duty or rate, irrespective of the governmental authority that imposes it, shall be assessed on a Requesting Party at the time and in the manner required by the applicable legislation.
- 4.5. Rates for vehicle rental shall be based on the current year Alberta Road Builders & Heavy Construction Association (ARHCA) Equipment Rental Rates Guide for the purposes of billing or such other rates for vehicle rentals agreed upon by the Parties from time to time.

#### 5. INDEMNIFICATION, INSURANCE AND LIMITATION OF LIABILITY

- 5.1. It is understood and agreed that the Assisting Party shall not be liable for any penalties, damages or losses whatsoever for delay or for failure to respond to any call for Aid or for any breach of this Agreement committed by the Assisting Party.
- 5.2. The Requesting Party shall indemnify and save harmless the Assisting Party and its elected officials, directors, employees, servants, agents, insurers, successors and assigns from and against all losses, costs, damages, injury or expense to person or property of every nature or kind whatsoever arising out of, or in any way attributable to the provision of Aid, except where the same are caused by the negligence of wilful misconduct of an employee, servant, agent or volunteer of the Assisting Party.
- 5.3. The Requesting Party shall indemnify and save harmless the Assisting Party and its elected officials, directors, employees, servants, agents, insurers, successors and assigns for damage or loss of any apparatus or equipment which results due to the Assisting Party providing Aid.
- 5.4. The Requesting Party shall indemnify and save harmless the Assisting Party and its elected officials, directors, employees, servants, agents, insurers, successors and assigns from and against all losses, costs, damages, injury, death or expense to any person employed by the Assisting Party resulting from or in any way attributable to the provision of Aid, except where the same are caused by the negligence of wilful misconduct of an employee, servant, agent or volunteer of the Assisting Party.
- 5.5. The Requesting Party hereby remises, releases and discharges the Assisting Party and its elected officials, directors, employees, servants, agents, insurers, successors and assigns of all and from all manner of actions, causes of action or claims and demands of every nature or kind which the Requesting Party may have against the Assisting Party and its elected officials,

directors, employees, servants, agents, insurers, successors and assigns by reason of any breach of this Agreement by the Assisting Party, except where the same are caused by the negligence or wilful misconduct of an employee, servant, agent or volunteer of the Assisting Party.

- 5.6. Notwithstanding anything to the contrary in this Agreement, and in particular, sections 5.1 to 5.5 of this Agreement, no Party to this Agreement shall have any liability to the other whatsoever:
- 5.6.1. with respect to their respective obligations under this Agreement, or otherwise, for consequential, indirect, exemplary or punitive damages, even if they have been advised of the possibility of such damages; and
  - 5.6.2. for any losses, claims, demands, actions, payments, judgements, costs or expenses whatsoever that a Party may incur due to the other Party's refusal or inability to provide Aid upon request.
- 5.7. During the Term, each Party shall, at its respective cost and expense:
- 5.7.1. Maintain all requisite Federal, Provincial, and Municipal licenses, permits and approvals for all services contemplated pursuant to this Agreement;
  - 5.7.2. Maintain all emergency Equipment in good working order;
  - 5.7.3. Maintain coverage for its personnel pursuant to the applicable workers' compensation legislation; and
  - 5.7.4. Maintain in full force and effect General Liability insurance in an amount no less than Three Million Dollars (\$3,000,000.00) per occurrence for personal injury and/or property damage and any other insurance that is mutually agreed to by the parties hereto and reasonably obtainable by both. Notwithstanding the foregoing, it is agreed that the aforementioned policy limits do not define or limit a Party's liability to indemnify the other Party under this Agreement.

## 6. GENERAL

- 6.1. A Party shall not assign this Agreement without the prior written consent of all Parties.
- 6.2. The terms and conditions contained in this Agreement shall extend to and be binding upon the respective successors and permitted assigns of the parties to this Agreement.
- 6.3. The parties hereto further acknowledge and agree that they will comply with all laws, rules, regulations, and codes applicable to the provision of services and support being provided within the Province of Alberta and the Province of Saskatchewan, as applicable.
- 6.4. Time shall be of the essence in this Agreement.
- 6.5. Nothing in this Agreement, or in any acts of either Party pursuant to this Agreement, shall be construed, implied or deemed to create an agency, partnership, joint venture or employer and employee relationship between the parties hereto, and no Party has the authority to bind any other to any obligation of any kind.
- 6.6. If any term, covenant or condition of this Agreement is invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected, and each remaining term, covenant or

condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

- 6.7. This Agreement and the schedules hereto attached constitute the entire agreement between the Parties, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties.
- 6.8. In the event that a dispute arises under this Agreement, the Parties agree that, if such dispute cannot be resolved by mutual negotiations, they will submit the dispute to a third-party arbitrator for a determination pursuant to the *Arbitration Act (Alberta)*. The costs of the arbitrator will be shared equally between the Parties.
- 6.9. The Parties agree and acknowledge that the Parties may enter or have entered into other mutual aid agreements in relation to emergency services, and that this Agreement is independent of such other agreements and contains separate and distinct agreements which are intended to operate notwithstanding the provisions of any other agreements.
- 6.10. The Parties agree that this Agreement shall be interpreted and governed in accordance with the laws in the Province of Alberta.

## 7. CONFIDENTIAL INFORMATION AND OWNERSHIP OF PROPERTY

- 7.1. All documentation and all information and data received and compiled by the Assisting Party while providing Aid to the Requesting Party shall be treated as confidential for the benefit of the Requesting Party and constitutes a part of the Requesting Party's property and shall not be disclosed or made known to any other person except as authorized by the Requesting Party.
- 7.2. The Assisting Party acknowledges and agrees that the Requesting Party is the sole legal and beneficial owner of any and all of the Requesting Party's property.

## 8. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 8.1. Notwithstanding the termination or expiry of the Agreement, the Parties acknowledge that information and records compiled or created under this Agreement in the custody of any Party may be subject to the *Local Authority Freedom of Information and Protection of Privacy Act (Saskatchewan)* or *Freedom of Information and Protection of Privacy Act (Alberta)*. If a request is received for such records by either Party, both Parties agree to cooperate with one another to exchange such information as is reasonably necessary for the Party that received the request to respond appropriately.
- 8.2. This Section shall survive the termination or expiry of this Agreement.

## 9. ADDRESSES FOR NOTICES

- 9.1. Any notices under this Agreement given to the parties shall be conclusively deemed to be sufficiently given if personally delivered, sent by prepaid registered mail addressed or sent by electronic media as per **Schedule "A"** attached to this Agreement, or;
- 9.2. To any other address as may be designated in writing by the parties:

- 9.2.1. Notice given by registered mail, if posted in Alberta, shall conclusively be deemed to have been received on the fifth (5th) business day following the date on which such notice is mailed.
- 9.2.2. Notice given by registered mail, if posted in Saskatchewan, shall conclusively be deemed to have been received on the tenth (10th) business day following the date on which such notice is mailed.
- 9.3. In the event of a postal strike, notice may only be given by personal delivery.
- 9.4. Any notice sent electronically before 4:30 p.m. local time on a business day or received on a day other than a business day shall be deemed to have been received on the next business day.

#### 10. SIGNING IN COUNTERPARTS

- 10.1. This Agreement may be executed in several Counterparts each of which when so executed shall be deemed to be an original, and such counterpart shall constitute the one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date first above written.

**IN WITNESS WHEREOF** the proper signing officers on behalf of the Parties give effect to this Agreement by their signature.

**Signature Blocks – to be contained within Schedule "D".**

**BORDERLANDS EMERGENCY MANAGEMENT MUTUAL AID AGREEMENT  
SCHEDULE "A" - ADDRESSES FOR NOTICES**

**CITY OF LLOYDMINSTER**

4420 -50<sup>th</sup> Avenue,  
Lloydminster, AB  
T9V 0W2  
Email: [cityclerk@lloydminster.ca](mailto:cityclerk@lloydminster.ca)  
Phone: 780-875-6184

**REGIONAL MUNICIPALITY OF WOOD BUFFALO**

9909 Franklin Avenue,  
Fort McMurray, Alberta T9H 2K4  
Email: [christopher.graham@rmwb.ca](mailto:christopher.graham@rmwb.ca)  
Phone: 780-743-7000

**RM OF MANITOU LAKE #442**

Box 69  
Marsden, Saskatchewan S0M 1P0  
Email: [rm442@sasktel.net](mailto:rm442@sasktel.net)  
Work: (306) 826-5215

**RM OF BRITANIA #502**

4824-47<sup>th</sup> Street,  
P.O. Box 661  
Lloydminster, Saskatchewan S0M1R0  
Email: [rm502@sasktel.net](mailto:rm502@sasktel.net)  
Phone: 306-825-8894

**RM OF WILTON #472**

P.O. Box 40  
Marshall, Saskatchewan S9V 0Y7  
Email: [info@rmwilton.ca](mailto:info@rmwilton.ca)  
Phone: 306-825-8894

**TOWN OF MARSHALL**

P.O. Box 40  
Marshall, Saskatchewan S9V 0Y7  
Email: [townofmarshallcao@outlook.com](mailto:townofmarshallcao@outlook.com)  
Phone: 306-387-6340

**TOWN OF LASHBURN**

78 Main Street  
 Box 328,  
 Lashburn, Saskatchewan  
 Email: [townoflashburn@sasktel.net](mailto:townoflashburn@sasktel.net)  
 Phone: 306-285-3533

**RM OF SENLAC #411**

Box 130  
 Senlac, Saskatchewan S0L 2Y0  
 Email: [rm411@sasktel.net](mailto:rm411@sasktel.net)  
 Phone: 306-228-3339

**RM OF CUTKNIFE #439**

Box 70  
 Cutknife, SK S0M 0N0  
 Email: [rm439@sasktel.net](mailto:rm439@sasktel.net)  
 Phone: 306-398-2353

**TOWN OF CUTKNIFE**

Box 130  
 Cutknife, SK S0M 0N0  
 Email: [townofcutknife@sasktel.net](mailto:townofcutknife@sasktel.net)  
 Phone: 306-398-2839

**RM OF EYEHILL #382**

Box 39  
 Macklin, SK S0L 2C0  
 Email: [rm382@sasktel.net](mailto:rm382@sasktel.net)  
 Phone: 306-753-2075

**TOWN OF MACKLIN**

Box 69  
 Macklin, Saskatchewan S0L 2C0  
 Email: [town.macklin@sasktel.net](mailto:town.macklin@sasktel.net)  
 Phone: 306-753-2256

**COUNTY OF VERMILION RIVER #24**

P.O. Box 69  
 Kitscoty, Alberta T0B 2P0  
 Email: [office@county24.com](mailto:office@county24.com)  
 Phone: 780-846-2244

**TOWN OF VERMILION**

5029-49<sup>th</sup> Avenue,  
Vermilion, Alberta T9X 1X1  
Email: [info@vermilion.ca](mailto:info@vermilion.ca)  
Phone: 780-853-5358

**VILLAGE OF DEWBERRY**

P.O. Box 30  
Dewberry, Alberta T0B 1G0  
Email: [dewberry@hmsinet.ca](mailto:dewberry@hmsinet.ca)  
Phone: 780-847-3053

**VILLAGE OF KITSCOTY**

P.O. Box 128  
Kitscoty, Alberta T0B 2P0  
Email: [info@vokitscoty.ca](mailto:info@vokitscoty.ca)  
Phone: 780-846-2213

**VILLAGE OF MARWAYNE**

P.O. Box 113  
Marwayne, Alberta T0B 2X0  
Email: [marwayne@mcsnet.ca](mailto:marwayne@mcsnet.ca)  
Phone: 780-847-3962

**VILLAGE OF PARADISE VALLEY**

Box 24  
Paradise Valley, Alberta T0B 3R0  
Email:  
Phone: 780-745-2287

**COUNTY OF MINBURN #27**

4909-50<sup>th</sup> Street, Box 550  
Vegreville, Alberta T9C 1R6  
Email: [info@minburncounty.ab.ca](mailto:info@minburncounty.ab.ca)  
Phone: 780-632-2082

**TOWN OF VEGREVILLE**

4829-50<sup>th</sup> Street, Box 640  
Vegreville, Alberta T9C 1R7  
Email: [vegtown@vegreville.com](mailto:vegtown@vegreville.com)  
Phone: 780-632-2606

**VILLAGE OF MANNVILLE**

5127-50<sup>th</sup> Street, P.O. Box 180  
 Mannville, Alberta T0B 2W0  
 Email: [cao@mannville.com](mailto:cao@mannville.com)  
 Phone: 780-763-3500

**CITY OF COLD LAKE**

5513-48<sup>th</sup> Avenue  
 Cold Lake, Alberta T9M 1A1  
 Email: [city@coldlake.com](mailto:city@coldlake.com)  
 Phone: 780-594-4494

**BUFFALO LAKE METIS SETTLEMENT**

Box 16  
 Caslan, Alberta T0A 0R0  
 Email:  
 Phone: 780-689-2170

**ELIZABETH METIS SETTLEMENT**

Box 420  
 Cold Lake, Alberta T9M 1P1  
 Email: [reception@blmetis.ca](mailto:reception@blmetis.ca)  
 Phone: 780-594-5028

**FISHING LAKE METIS SETTLEMENT**

5007-50<sup>th</sup> Street  
 Sputinow, Alberta T0A 3G0  
 Email: [administrator@flms.ca](mailto:administrator@flms.ca)  
 Phone: 780-943-2202

**KIKINO METIS SETTLEMENT**

General Delivery  
 Kikino, Alberta T0A 2C0  
 Email:  
 Phone: 780-623-7868

**MUNICIPAL DISTRICT OF BONNYVILLE #87**

4905-50<sup>th</sup> Avenue, Bag 1010  
 Bonnyville, Alberta T9N 2J7  
 Email: [lmercier@md.bonnyville.ab.ca](mailto:lmercier@md.bonnyville.ab.ca)  
 Phone: 780-826-3171

**TOWN OF BONNYVILLE**

4917-49<sup>th</sup> Avenue  
 P.O. Box 1006  
 Bonnyville, Alberta T9N 2J7  
 Email:  
 Phone: 780-826-3496

**VILLAGE OF GLENDON**

Box 177  
 Glendon, Alberta T0A 1P0  
 Email: [melody@villageofglendon.ca](mailto:melody@villageofglendon.ca)  
 Phone: 780-635-3807

**LAC LA BICHE COUNTY**

County Centre  
 Box 1679  
 Lac La Biche, Alberta T0A 2C0  
 Email: [main.office@laclabichecounty.com](mailto:main.office@laclabichecounty.com)  
 Phone: 780-623-1747

**COUNTY OF ST PAUL**

5015-49<sup>th</sup> Avenue  
 St Paul, Alberta T0A 3A4  
 Email: [countysp@county.stpaul.ab.ca](mailto:countysp@county.stpaul.ab.ca)  
 Phone: 780-645-3301

**TOWN OF ST PAUL**

5101-50<sup>th</sup> Street  
 St. Paul, Alberta T0A 3A0  
 Email: [townhall@town.stpaul.ab.ca](mailto:townhall@town.stpaul.ab.ca)  
 Phone: 780-645-4481

**TOWN OF ELK POINT**

4914-50<sup>th</sup> Avenue  
 Elk Point, Alberta T0A 1A0  
 Email: [town@elkpoint.CA](mailto:town@elkpoint.CA)  
 Phone: 780-724-3810

**COUNTY OF ATHABASCA**

3602-48<sup>TH</sup> Avenue  
 Athabasca, Alberta T9S 1M8  
 Email: [info@athabascacounty.com](mailto:info@athabascacounty.com)  
 Phone: 780-675-2273

**TOWN OF ATHABASCA**

4705-49<sup>th</sup> Avenue  
 Athabasca, Alberta T9S 1B7  
 Email: [town@athabasca.ca](mailto:town@athabasca.ca)  
 Phone: 780-675-2063

**VILLAGE OF BOYLE**

Box 9  
 Boyle, Alberta T0A 0M0  
 Email: [admin@boylealberta.com](mailto:admin@boylealberta.com)  
 Phone: 780-689-3643

**SMOKY LAKE COUNTY**

4612 McDougall Drive,  
 P.O. Box 310  
 Smoky Lake, Alberta T0A 3C0  
 Email: [county@smokylakecounty.ab.ca](mailto:county@smokylakecounty.ab.ca)  
 Phone: 780-656-3730

**TOWN OF SMOKY LAKE**

56 Wheatland Avenue  
 Smoky Lake, Alberta T0A 3C0  
 Email: [town@smokylake.ca](mailto:town@smokylake.ca)  
 Phone: 780-656-3674

**VILLAGE OF VILNA**

Box 10  
 Vilna, Alberta T0A 3L0  
 Email: [vilna@mcsnet.ca](mailto:vilna@mcsnet.ca)  
 Phone: 780-636-3620

**VILLAGE OF WASKATENAU**

5008-51<sup>ST</sup> Street  
 P.O. Box 99  
 Waskatenau, Alberta T0A 3P0  
 Email: [info@waskatenau.ca](mailto:info@waskatenau.ca)  
 Phone: 780-358-2208

**TWO HILLS COUNTY**

4818-50<sup>th</sup> Avenue,  
 Box 490  
 Two Hills, Alberta T0B 4K0  
 Email: [info@thcounty.ab.ca](mailto:info@thcounty.ab.ca)  
 Phone: 780-657-3358

**TOWN OF TWO HILLS**

4712-50<sup>th</sup> Street  
 P.O. Box 630  
 Two Hills, Alberta T0B 4K0  
 Email: [info@townoftwohills.com](mailto:info@townoftwohills.com)  
 Phone: 780-657-3395

**MD OF WAINWRIGHT No. 61**

717-14<sup>th</sup> Avenue  
 Wainwright, Alberta T9W 1B3  
 Email: [info@mdwainwright.ca](mailto:info@mdwainwright.ca)  
 Phone: 780-842-4454

**TOWN OF WAINWRIGHT**

1018-2<sup>nd</sup> Avenue  
 Wainwright, Alberta T9W 1R1  
 Email: [sdouglas@wainwright.ca](mailto:sdouglas@wainwright.ca)  
 Phone: 780-842-3381

**VILLAGE OF IRMA**

P.O. Box 419  
 Irma, Alberta T0B 2H0  
 Email: [info@irma.ca](mailto:info@irma.ca)  
 Phone: 780-754-3668

**MUNICIPAL DISTRICT OF PROVOST**

4504-53 Avenue  
 P.O. Box 300  
 Provost, Alberta T0B 3S0  
 Email: [mdprovost@mdprovost.ca](mailto:mdprovost@mdprovost.ca)  
 Phone: 780-753-6432

**TOWN OF PROVOST**

Box 449  
 Provost, Alberta T0B 3S0  
 Email: [admintp@townofprovost.ca](mailto:admintp@townofprovost.ca)  
 Phone: 780-753-2261

**VILLAGE OF AMISK**

5005-50<sup>th</sup> Street  
 Amisk, Alberta T0B 0B0  
 Email: [amiskvil@telusplanet.net](mailto:amiskvil@telusplanet.net)  
 Phone: 780-856-3980

**VILLAGE OF CZAR**

P.O. Box 30  
 Czar, Alberta T0B 0Z0  
 Email: [busselman.czar@mcsnet.ca](mailto:busselman.czar@mcsnet.ca)  
 Phone: 780-857-2353

**VILLAGE OF MYRNAM**

Box 278  
 Myrnam, Alberta T0B 3K0  
 Email: [admin@myrnam.ca](mailto:admin@myrnam.ca)  
 Phone: 780-366-3910

**VILLAGE OF HUGHENDEN**

33 McKenzie Avenue,  
 P.O. Box 26  
 Hughenden, Alberta T0B 0E0  
 Email: [hughenden@xplorenet.com](mailto:hughenden@xplorenet.com)  
 Phone: 780-856-2034

**FLAGSTAFF COUNTY**

12435 Twp. Road 442  
 P.O. Box 358  
 Sedgewick, AB T0B 4C0  
 Email: [kcannady@flagstaff.ab.ca](mailto:kcannady@flagstaff.ab.ca)  
 Phone: 780-384-4100

**TOWN OF DAYSLAND**

Box 610  
 Daysland, Alberta T0B 1A0  
 Email: [info@daysland.ca](mailto:info@daysland.ca)  
 Phone: 780-374-2455

**TOWN OF KILLAM**

4923-50<sup>TH</sup> Street  
 P.O. Box 189  
 Killam, Alberta T0B 2L0  
 Email: [tkillam@telusplanet.net](mailto:tkillam@telusplanet.net)  
 Phone: 780-385-3977

**TOWN OF SEDGEWICK**

P.O. Box 129  
 Sedgewick, Alberta T0B 4C0  
 Email: [reception@sedgewick.ca](mailto:reception@sedgewick.ca)  
 Phone: 780-384-3504

**TOWN OF HARDISTY**

4807-49<sup>TH</sup> Street  
 Box 10  
 Hardisty, Alberta T0B 1V0  
 Email: [town.office@hardisty.ca](mailto:town.office@hardisty.ca)  
 Phone: 780-888-3623

**VILLAGE OF ALLIANCE**

P.O. Box 149  
 Alliance, Alberta T0B 0A0  
 Email: [jsinclair@villageofalliance.ca](mailto:jsinclair@villageofalliance.ca)  
 Phone: 780-879-3911

**VILLAGE OF FORESTBURG**

P.O. Box 210  
 Forestburg, Alberta  
 Email: [reception@forestburg.ca](mailto:reception@forestburg.ca)  
 Phone: 780-582-3668

**VILLAGE OF HEISLER**

128 Main Street  
 P.O. Box 60  
 Heisler, Alberta T0B 2A0  
 Email: [administration@villageofheisler.ca](mailto:administration@villageofheisler.ca)  
 Phone: 780-889-3774

**VILLAGE OF LOUGHEED**

Box 5  
 Lougheed, Alberta T0B 2V0  
 Email: [info@lougheed.ca](mailto:info@lougheed.ca)  
 Phone: 780-386-3970

**BEAVER COUNTY**

5120-50<sup>th</sup> Street  
 P.O. Box 140  
 Ryley, Alberta T0B 4A0  
 Email: [administration@beaver.ab.ca](mailto:administration@beaver.ab.ca)  
 Phone: 780-663-3730

**WESTLOCK COUNTY**

10336-106 Street  
 Westlock, Alberta T7P 2G1  
 Email: [info@westlockcounty.com](mailto:info@westlockcounty.com)  
 Phone: 780-349-3346

**TOWN OF WESTLOCK**

10003-106 Street  
Westlock, Alberta T7P 2K3  
Email: [info@westlock.ca](mailto:info@westlock.ca)  
Phone: 780-349-4445

**VILLAGE OF CLYDE**

Box 190  
4812-50<sup>th</sup> Street  
Clyde, Alberta T0G 0P0  
Email: [cao@villageofclyde.ca](mailto:cao@villageofclyde.ca)  
Phone: 780-348-5356

**THORHILD COUNTY**

Box 10  
Thorhild, Alberta T0A 3J0  
Email: [cao@thorhildcounty.com](mailto:cao@thorhildcounty.com)  
Phone: 780-398-3741

**LAMONT COUNTY**

5303 – 50 Avenue  
Lamont, Alberta T0B-2R0  
Email: [info@lamontcounty.ca](mailto:info@lamontcounty.ca)  
Phone: 780-895-2233

**TOWN OF LAMONT**

5307-50 Avenue  
Lamont, Alberta T0B-2R0  
Email: [Christine.b@lamont.ca](mailto:Christine.b@lamont.ca)  
Phone: 780-895-2010

**VILLAGE OF CHIPMAN**

Box 176  
Chipman, Alberta T0B-0W0  
Email: [chipmanab@mcsnet.ca](mailto:chipmanab@mcsnet.ca)  
Phone: 780-363-2386

**TOWN OF MUNDARE**

Box 348  
Mundare, Alberta T0B-3H0  
Email: [cao@mundare.ca](mailto:cao@mundare.ca)  
Phone: 780-764-3929

**VILLAGE OF ANDREW**

Box 180

Andrew, Alberta T0B-0C0

Email: [andrew@mcsnet.ca](mailto:andrew@mcsnet.ca)

Phone: 780-365-3687

**BRUDERHEIM**

Box 280

Bruderheim, AB T0B-0S0

Email: [patty.podoborozny@bruderheim.ca](mailto:patty.podoborozny@bruderheim.ca)

Phone: 780 796-3731

**BORDERLANDS EMERGENCY MANAGEMENT MUTUAL AID AGREEMENT  
SCHEDULE "B" - BILLING RATES**

Rate Schedule

- 1- Mileage – Vehicles under one-ton mileage rate shall be the Canada Revenue Agency (CRA) reasonable per-kilometre allowance. This rate shall apply to any mileage incurred during the response and to/from the event.
- 2- Lodging – Cost Recovery.
- 3- Meals – Current per diem rates approved by the Assisting Party’s Council. In the event no rates have been approved- Breakfast \$20.00 – Lunch \$20.00 – Supper \$ 30.00.
- 4- Consumables- Cost Recovery.
- 5- Personnel – Cost Recovery.
- 6- Personnel Volunteer - \$25.00 / Hr. Overtime after 8 (eight) hours at 1.5 X Rate / Day.
- 7- Personnel Paid on Call – Cost Recovery.
- 8- Damaged Equipment – Cost Recovery of repair or replacement.
- 9- Fire Apparatus: Rates established by the Assisting Agency Council
- 10- If no prior approved Fire Apparatus rates established by the Assisting Agency Council then;
  - a. For Saskatchewan based resources, the SGI Municipal Fire Services Compensation for Motor Vehicle Collision Responses rates;
  - b. For Alberta based resources, the Government of Alberta rates as provided by the Alberta Structure Protection Program Operational Guidelines.
- 11- Other Vehicles and Construction Equipment – Alberta Road Builders & Heavy Construction Association (ARHCA) Equipment Rental Rates Guide in effect at the time of activation.
- 12- Assisting Party will provide backup data for cost recovery items in accordance with accepted accounting practices.

**BORDERLANDS EMERGENCY MANAGEMENT MUTUAL AID AGREEMENT  
SCHEDULE "C" - RESOURCE REQUEST FORM**

Resource Request Form

Requesting Party: \_\_\_\_\_

Assisting Party: \_\_\_\_\_

The Requesting Party formally requests the following resources from the Assisting Party for an estimated duration of \_\_\_\_\_ days. Ensure requests are very specific/detailed to ensure appropriate resources are dispatched.

1: \_\_\_\_\_

2: \_\_\_\_\_

3: \_\_\_\_\_

4: \_\_\_\_\_

5: \_\_\_\_\_

6: \_\_\_\_\_

7: \_\_\_\_\_

If further resources are required attach an additional sheet.

- A. The Requesting Party agrees that if personnel are to be deployed for greater than 12 (twelve) hours at a distance of greater 150 Km from home base, lodging will be supplied for a minimum of 8 (eight) hour rest period.
- B. The Requesting Party agrees to ensure adequate food and lodging are supplied to Assisting Party personnel if deployed greater than 24 (twenty-four) hours.
- C. The Requesting Party agrees to pay the Assisting Party at the rates specified in **Schedule "B"**.
- D. The Assisting Party's Designated Officer will respond as soon as possible via written or verbal communication. If verbal then written confirmation must follow as expeditiously as possible.

Requesting Party Designated Officer: \_\_\_\_\_ Contact Information:

Signature: \_\_\_\_\_ Cellular Phone: \_\_\_\_\_

Date: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**BORDERLANDS EMERGENCY MANAGEMENT MUTUAL AID AGREEMENT  
SCHEDULE "D" - SIGNATURE BLOCKS**

Included in **Schedule "D"** will be the physical signature blocks from communities as they agree to the Agreement and become signatories to said Agreement.