



## Council

Tuesday, February 23, 2021  
4:00 PM

Conducted Electronically via MS Teams

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## Agenda

### Public Participation for February 23, 2021 Council Meeting

Council will be conducting the February 23, 2021 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 <https://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 eligible item on the February 23, 2021 Council Meeting Agenda must pre-register by 12:00 noon, Tuesday, February 23, 2021.
  - 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 complete the online form found at <https://www.rmwb.ca/writtendelegations/> or email [Legislative.Assistants@rmwb.ca](mailto:Legislative.Assistants@rmwb.ca)
  - Please note that written comments for eligible agenda items 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 included in the Council Meeting Agenda Package as part of public record.

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**1. Call to Order****2. In-Camera Session (Commencing at 1:30 p.m.)**

- 2.1. Disclosure Harmful to Intergovernmental Relations, Advice from Officials and Privileged Information - Legal Matter  
(in camera pursuant to sections 21(1), 24(1) and 27(1) of the *Freedom of Information and Protection of Privacy Act*)
- 2.2. Disclosure Harmful to Personal Privacy, Disclosure Harmful to Intergovernmental Relations, Advice from Officials and Privileged Information - Land Acquisition Briefing and Update  
(in camera pursuant to sections 17(1), 21(1), 24(1) and 27(1) of the *Freedom of Information and Protection of Privacy Act*)
- 2.3. Advice from Officials - CAO Operational Briefing/Updates  
(in camera pursuant to section 24(1) of the *Freedom of Information and Protection of Privacy Act*)

**3. Adoption of Agenda (Public Session at 4:00 p.m.)****4. Consent Agenda**

- 4.1. Minutes of Council Meeting - February 9, 2021
- 4.2. Minutes of Special In-Camera Council Meeting - February 12, 2021

**5. Presentations**

- 5.1. Jamie Doyle, Chief Administrative Officer, re: COVID-19 Public Briefing (Verbal)

**6. Unfinished Business**

- 6.1. Public Hearing re: Bylaw No. 21/004 - Fort Chipewyan Area Structure Plan Amendment; and Bylaw No. 21/005 - Land Use Bylaw Map Amendment - Redesignation of a Portion of Lot 6\\CHIPEWY



6.2. Bylaw No. 21/004 - Fort Chipewyan Area Structure Plan Amendment and Bylaw No. 21/005 - Land Use Bylaw Map Amendment - Redesignation of a Portion of Lot 6\\CHIPEWY

1. THAT Bylaw No. 21/005, being a bylaw to amend the Land Use Bylaw to redistrict a portion of Lot 6\\Plan CHIPEWY from UE – Urban Expansion District to DC – Direct Control District, be read a second time.
2. THAT Bylaw No. 21/005, be read a third and final time.
3. THAT Bylaw No. 21/004, being a bylaw to amend the Fort Chipewyan Area Structure Plan, be read a second time.
4. THAT Bylaw No. 21/004, be read a third and final time.

6.3. Bylaw No. 20/022 - Natural Gas Distribution System Franchise Agreement

1. THAT Bylaw No. 20/022, being a bylaw to enter into a renewal of a Natural Gas Franchise Agreement granting ATCO Gas and Pipelines Ltd., a franchise to deliver natural gas to customers within the municipality, be read a second time.
2. THAT Bylaw No. 20/022 be read a third and final time.

6.4. Community Gatherings and Festivals Research Initiatives

THAT the Departmental Program Plan, Attachment 1, as outlined by Public Works, Community and Protective Services, and Indigenous and Rural Relations, be accepted as information.

**7. New Business**

7.1. Bylaw No. 21/006 - Backyard Hen Bylaw and Bylaw No. 21/007 - Amendment to Land Use Bylaw specific to Backyard Hen Pilot Project

1. THAT Bylaw No. 21/006, being the Backyard Hen Bylaw, be read a first time.
2. THAT Bylaw No. 21/007, being a bylaw to amend the Land Use Bylaw, specific to Backyard Hens, be read a first time.
3. THAT a Public Hearing with respect to Bylaw No. 21/006 and Bylaw No. 21/007 be scheduled to occur on March 23, 2021.

7.2. Sanitary Sewer Backwater Prevention Program Policy OPE-050 Amendment

THAT the amended Sanitary Sewer Backwater Prevention Program Council Policy OPE-050 coming into effect on March 1, 2021 as outlined in Attachment 1 be approved.

THAT no further budget be allocated at this time and, should there be a requirement for further funding, a request be brought forward to Council once the current budget funds have been exhausted.

### 7.3. Fort Chipewyan Transport Canada Wharf

THAT the Mayor send a letter on behalf of Council to the Government of Canada, supporting the community of Fort Chipewyan's position that the Transport Canada Wharf remains a responsibility of the Federal Government and confirming that the Regional Municipality of Wood Buffalo will not assume ownership or maintenance responsibility for this infrastructure.

### 7.4. Municipal Census 2021

THAT Administration be authorized to conduct a municipal census in 2021, with enumeration beginning April 1, 2021.

### 7.5. Strategic Plan Progress Report, 4th Quarter: October 1 - December 31, 2020

THAT the Strategic Plan Progress Report for 4th Quarter, 2020 be accepted as information.

## 8. **Councillors' Motions**

### 8.1. Christina Gordon Public School Inclusive Playground (Councillor K. Balsom)

THAT Administration be directed to work with the Fort McMurray Public School District and the Christina Gordon Public School to determine the budget shortfall funding amount for the capital enhancements to the playground for sensory friendly playground structures; and should a funding shortfall amount be identified, that up to \$60,000 from the Emerging Issues Reserve be allocated to the Christina Gordon Public School for completion of their inclusive playground project in 2021.

### 8.2. Waiving of Annual Business License Fees for Local Businesses (Councillor J. Stroud)

THAT Administration bring forward a report, including financial implications and bylaw amendment(s) to Bylaw No. 20/030 (the Fees, Rates and Charges 2020 Bylaw), necessary to waive business licensing fees for all local businesses in 2021, not later than Council's regularly scheduled meeting of March 23, 2021.

### 8.3. Draper Community Servicing – Water Delivery Service Subsidy (Mayor D. Scott)

THAT the Municipality continue providing subsidized trucked water delivery service for residential property owners of Draper until such time as a permanent piped water solution for the Draper community is installed and operational.

8.4. Draper Community Servicing – ATCO Gas Line (Mayor D. Scott)

THAT Administration immediately engage with ATCO Gas regarding the potential installation of permanent gas line(s) for residential properties in Draper and report back to Council by March 23, 2021, such report to include information on how the Municipality can support and facilitate such project.

9. **Councillor Reporting/Information Updates**

**Adjournment**

**Minutes of a Meeting of the Council of the Regional Municipality of Wood Buffalo held via electronic communications, a combination of video conference and teleconference in the Council Chamber at the Syncrude Athletic Park Clubhouse in Fort McMurray, Alberta, on Tuesday, February 9, 2021, commencing at 4:00 PM.**

**Present:**

Don Scott, Mayor  
 Mike Allen, Councillor  
 Krista Balsom, Councillor  
 Bruce Inglis, Councillor  
 Sheila Lalonde, Councillor  
 Keith McGrath, Councillor  
 Phil Meagher, Councillor  
 Verna Murphy, Councillor  
 Jeff Peddle, Councillor  
 Jane Stroud, Councillor  
 Claris Voyageur, Councillor

**Administration:**

Jamie Doyle, Chief Administrative Officer  
 Matthew Hough, Deputy Chief Administrative Officer  
 Jade Brown, Chief Legislative Officer  
 Deanne Bergey, Director, Community and Protective Services  
 Jody Butz, Regional Fire Chief  
 Chris Davis, Acting Director, Legal Services  
 Scott Davis, Director, Emergency Management  
 Kari Donnelly-Westhaver, Director, Human Resources  
 Dennis Fraser, Director, Indigenous and Rural Relations  
 Kelly Hansen, Director, Strategic Planning and Business Initiatives  
 Matthew Harrison, Director, Communications and Engagement  
 Brad McMurdo, Director, Planning and Development  
 Linda Ollivier, Chief Financial Officer  
 Rachel Orser, Director, Supply Chain Management  
 Antoine Rempp, Director, Environmental Services  
 Keith Smith, Director, Public Works  
 Dennis Warr, Director, Engineering  
 Anita Hawkins, Legislative Officer

**1. Call to Order**

Mayor D. Scott called the meeting to order at 3:06 p.m.

Minutes Acceptance: Minutes of Feb 9, 2021 4:00 PM (Consent Agenda)

## 2. In-Camera Session

### MOTION:

THAT Council close agenda item 2.1 to the public pursuant to section 21(1), 24(1) and 27(1) of the *Freedom of Information and Protection of Privacy Act*.

**RESULT:** CARRIED [UNANIMOUS]  
**MOVER:** Mike Allen, Councillor  
**SECONDER:** Krista Balsom, Councillor  
**FOR:** Scott, Allen, Balsom, Inglis, Lalonde, McGrath, Meagher, Murphy, Peddle, Stroud, Voyageur

### 2.1 Disclosure Harmful to Intergovernmental Relations, Advice from Officials and Privileged Information

(in camera pursuant to sections 21(1), 24(1) and 27(1) of the *Freedom of Information and Protection of Privacy Act*)

Name	Reason for Attending
Jamie Doyle	Chief Administrative Officer
Matthew Hough	Deputy Chief Administrative Officer
Jade Brown	Legislative Advice/Clerk
Chief Jody Butz	Regional Fire Chief
Chris Davis	Municipal Legal Counsel

### Recess

A recess occurred between 3:53 p.m. and 4:05 p.m., at which time the meeting was reconvened in public in the Council Chamber.

### MOTION:

THAT the meeting reconvene in public.

**RESULT:** CARRIED [UNANIMOUS]  
**MOVER:** Krista Balsom, Councillor  
**SECONDER:** Bruce Inglis, Councillor  
**FOR:** Scott, Allen, Balsom, Inglis, Lalonde, McGrath, Meagher, Murphy, Peddle, Stroud, Voyageur

### 3. **Adoption of Agenda (Public Session at 4:00 p.m.)**

Councillor K. Balsom served notice of her intent to bring forward the following motion for Council's consideration at the February 23, 2021 Council meeting.

THAT Administration be directed to work with the Fort McMurray Public School District and the Christina Gordon Public School to determine the budget shortfall funding amount for the capital enhancements to the playground for sensory friendly playground structures; and should a funding shortfall amount be identified, that up to \$60,000 from the Emerging Issues Reserve be allocated to the Christina Gordon Public School for completion of their inclusive playground project in 2021.

Councillor J. Stroud served notice of her intent to bring forward the following motion for Council's consideration at the February 23, 2021 Council meeting.

THAT Administration bring forward a report, including financial implications and bylaw amendment(s) to Bylaw No. 20/030 (the Fees, Rates and Charges 2020 Bylaw), necessary to waive business licensing fees for all local businesses in 2021, not later than Council's regularly scheduled meeting of March 23, 2021.

Mayor D. Scott served notice of his intent to bring forward the following motion for Council's consideration at the February 23, 2021 Council Meeting.

THAT the Municipality continue providing subsidized trucked water delivery service for residential property owners of Draper until such time as a permanent piped water solution for the Draper community is installed and operational.

Mayor D. Scott served notice of his intent to bring forward the following motion for Council's consideration at the February 23, 2021 Council Meeting.

THAT Administration immediately engage with ATCO Gas regarding the potential installation of permanent gas line(s) for residential properties in Draper and report back to Council by March 23, 2021, such report to include information on how the Municipality can support and facilitate such project.

#### **MOTION:**

THAT the Agenda be amended to add "RMA Resolution - National Flood Insurance Strategy and Community Resiliency Advocacy" as item 8.2.;

THAT Council waive any requirement to serve notice relative to the proposed addition; and

THAT the Agenda be adopted as amended.

**RESULT:** CARRIED [UNANIMOUS]  
**MOVER:** Krista Balsom, Councillor  
**SECONDER:** Sheila Lalonde, Councillor  
**FOR:** Scott, Allen, Balsom, Inglis, Lalonde, McGrath, Meagher, Murphy, Peddle, Stroud, Voyageur

#### 4. Consent Agenda

##### MOTION:

THAT the recommendations contained in items 4.1 and 4.2 be approved.

##### 4.1. Minutes of Council Meeting - January 26, 2021

THAT the Minutes of the regular Council meeting held on January 26, 2021 be approved as presented.

##### 4.2. Council Appointed Advisory Board/Committee Meeting Minutes

THAT the Minutes from Council Appointed Advisory Board/Committee meetings, as outlined in Attachments 1-15, be accepted as information.

**RESULT:** CARRIED [UNANIMOUS]  
**MOVER:** Sheila Lalonde, Councillor  
**SECONDER:** Keith McGrath, Councillor  
**FOR:** Scott, Allen, Balsom, Inglis, Lalonde, McGrath, Meagher, Murphy, Peddle, Stroud, Voyageur

#### 5. Presentations

##### 5.1. Chief Jody Butz, Regional Fire Chief, re: EMS Dispatch Transition Public Briefing (Verbal)

Regional Fire Chief Jody Butz, accompanied by Anzac Fire Captain Julie Stewart and Dispatcher Michelle Germain provided an update on the transition of Emergency Medical Service (EMS) Dispatch to Alberta Health Services and spoke to the resulting impact this has had on the residents of the Regional Municipality of Wood Buffalo.

##### Vacating and Assuming of Chair

Mayor D. Scott vacated the Chair and Deputy Mayor S. Lalonde assumed the Chair at 4:53 p.m.

Minutes Acceptance: Minutes of Feb 9, 2021 4:00 PM (Consent Agenda)

**MOTION:**

THAT the Municipality provide notice to Alberta Health Services that the RMWB 911 Emergency Communications Centre will no longer transfer the 911 caller to the AHS Provincial Dispatch Centre.

<b>RESULT:</b>	<b>CARRIED [UNANIMOUS]</b>
<b>MOVER:</b>	Don Scott, Mayor
<b>SECONDER:</b>	Keith McGrath, Councillor
<b>FOR:</b>	Scott, Allen, Balsom, Inglis, Lalonde, McGrath, Meagher, Murphy, Peddle, Stroud, Voyageur

Resuming of Chair

Mayor D. Scott resumed the Chair at 5:12 p.m.

**5.2. Matthew Hough, Deputy Chief Administrative Officer, re: Flood Preparedness Public Briefing (Verbal)**

Matthew Hough, Deputy Chief Administrative Officer, provided an update on the proposed flood mitigation plans developed in preparation for the upcoming 2021 river breakup season.

Mayor D. Scott raised the need for a more robust river monitoring program and Administration committed to provide an update to Council once further discussions occur on the matter.

Recess

A recess occurred between 6:08 p.m. and 6:31 p.m.

**5.3. Keith Smith, Public Works, re: Urban Snow and Ice Control Program Update**

Keith Smith, Director, Public Works, presented an update on the Urban Snow and Ice Control Program and provided background information on how the program has evolved since 2014. Various winter maintenance challenges faced in operating the program were noted and potential options to address these challenges were identified.

**6. Unfinished Business****6.1. Identify Funding Source**

Linda Ollivier, Chief Financial Officer, spoke to the report and explained that a funding source needs to be identified in order for Administration to proceed with Council's direction for this initiative.



**MOTION:**

THAT \$15M be allocated from the Emerging Issues Reserve for the voluntary buyout payments and raising of homes for Ptarmigan Court.

<b>RESULT:</b>	<b>CARRIED [9 TO 2]</b>
<b>MOVER:</b>	Keith McGrath, Councillor
<b>SECONDER:</b>	Phil Meagher, Councillor
<b>FOR:</b>	Allen, Balsom, Lalonde, McGrath, Meagher, Murphy, Peddle, Stroud, Voyageur
<b>AGAINST:</b>	Scott, Inglis

**7. New Business****7.1. Bylaw No. 21/003 - Land Use Bylaw**

Brad McMurdo, Director, and Isela Contreras-Dogbe, Supervisor, Planning and Development, provided an overview of the proposed Land Use Bylaw, highlighting that the new Land Use Bylaw is consistent with and directly implements Council's 2018-2021 Strategic Plan.

**MOTION:**

1. THAT Bylaw No. 21/003, being the Regional Municipality of Wood Buffalo Land Use Bylaw be read a first time.
2. THAT the required public hearing for Bylaw No. 21/003 be scheduled to occur on April 27, 2021.

<b>RESULT:</b>	<b>CARRIED [UNANIMOUS]</b>
<b>MOVER:</b>	Phil Meagher, Councillor
<b>SECONDER:</b>	Verna Murphy, Councillor
<b>FOR:</b>	Scott, Allen, Balsom, Inglis, Lalonde, McGrath, Meagher, Murphy, Peddle, Stroud, Voyageur

Exit

Councillor K. McGrath exited the meeting at 7:29 p.m.

**8. Councillors' Motions****8.1. Expansion of Waterfront Park Project - Trail (Councillor J. Peddle)**

Councillor J. Peddle provided background information regarding the proposed expansion of the Waterfront Park Project.

Mr. Bill Loutitt, Chief Executive Officer, McMurray Métis, spoke in support of the recommendation.

**MOTION:**

THAT the Wood Buffalo Waterfront Advisory Committee and Administration expand the scope of the Waterfront Park Project to celebrate our rich Indigenous history and cultures by creating connectivity through upgrades, placemaking, and markers from the location of the new Métis Cultural Centre through MacDonald Island Park's TOTAL Aboriginal Interpretative Trails to the Fort McMurray Marine Park for the purposes of tourism development, active transportation, but most importantly, reconciliation and education. This process would include engagement with all regional Indigenous communities.

<b>RESULT:</b>	<b>CARRIED [UNANIMOUS]</b>
<b>MOVER:</b>	Jeff Peddle, Councillor
<b>SECONDER:</b>	Jane Stroud, Councillor
<b>FOR:</b>	Scott, Allen, Balsom, Inglis, Lalonde, Meagher, Murphy, Peddle, Stroud, Voyageur
<b>ABSENT:</b>	McGrath

**8.2. RMA Resolution - National Flood Insurance Strategy and Community Resiliency Advocacy**

Councillor K. Balsom put forward the following recommendation for Council's consideration:

THAT Council advocate for all levels of government, including the Government of Alberta, to participate in and contribute to the work of the National Task Force on Flood Insurance and Relocation:

- with the goal of developing a national high-risk residential flood insurance program and;
- to secure sustainable, long-term funding for provinces, Indigenous communities and municipalities for flood mitigation programs, projects and initiatives that increase overall community resiliency; and

THAT Council work with Administration on a campaign that engages professional lobbyists in Edmonton and Ottawa to bring forward our region's challenges to the Government of Alberta and the Government of Canada;

THAT, the Mayor, on behalf of Council, be authorized to invite the Task Force to meet with our Municipality, either virtually or in-person, to understand the impacts floods have had on our region and our residents;

THAT Council authorize the submission of the attached resolution to the Rural Municipalities of Alberta for consideration at its 2021 Spring Convention; and

THAT Administration be directed to develop resolutions for Council's consideration at a later date in support of related advocacy efforts at the Alberta Urban Municipalities Association Annual Conference and the Federation of Canadian Municipalities Board of Directors and Annual Conference.

Councillor V. Murphy proposed a friendly amendment to delete the words "in Edmonton and Ottawa", which was accepted by Councillor K. Balsom.

Through discussions of Council related to the funding of lobbying efforts, the Chief Administrative Officer committed that prior to any funds being expended, a report outlining the costs associated with lobbying would be provided to Council.

**MOTION:**

THAT Council advocate for all levels of government, including the Government of Alberta, to participate in and contribute to the work of the National Task Force on Flood Insurance and Relocation:

- with the goal of developing a national high-risk residential flood insurance program and;
- to secure sustainable, long-term funding for provinces, Indigenous communities and municipalities for flood mitigation programs, projects and initiatives that increase overall community resiliency; and

THAT Council work with Administration on a campaign that engages professional lobbyists to bring forward our region's challenges to the Government of Alberta and the Government of Canada;

THAT, the Mayor, on behalf of Council, be authorized to invite the Task Force to meet with our Municipality, either virtually or in-person, to understand the impacts floods have had on our region and our residents;

THAT Council authorize the submission of the attached resolution to the Rural Municipalities of Alberta for consideration at its 2021 Spring Convention; and

THAT Administration be directed to develop resolutions for Council's consideration at a later date in support of related advocacy efforts at the Alberta Urban Municipalities Association Annual Conference and the Federation of Canadian Municipalities Board of Directors and Annual Conference.

Exit

Councillor C. Voyageur exited the meeting at 8:35 p.m. due to technology challenges.

**RESULT:** CARRIED [7 TO 2]  
**MOVER:** Krista Balsom, Councillor  
**SECONDER:** Mike Allen, Councillor  
**FOR:** Scott, Allen, Balsom, Inglis, Murphy, Peddle, Stroud  
**AGAINST:** Lalonde, Meagher  
**AWAY:** McGrath, Voyageur

#### Exit

Due to technical difficulties, Councillor B. Inglis exited the meeting at 8:42 p.m.

#### **9. Councillor Reporting/Information Updates**

Mayor D. Scott introduced Mark Hancock, newly appointed RCMP Officer in Charge.

Council Members provided updates on various initiatives in the region.

#### **Adjournment**

The meeting adjourned at 8:49 p.m.

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Mayor

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Chief Legislative Officer

**Minutes of a Special In-Camera Meeting of the Council of the Regional Municipality of Wood Buffalo held via electronic communications, a combination of video conference and teleconference in Fort McMurray, Alberta, on Friday, February 12, 2021, commencing at 3:30 PM.**

**Present:**

Don Scott, Mayor  
 Mike Allen, Councillor  
 Krista Balsom, Councillor  
 Sheila Lalonde, Councillor  
 Keith McGrath, Councillor  
 Phil Meagher, Councillor  
 Verna Murphy, Councillor  
 Jeff Peddle, Councillor  
 Jane Stroud, Councillor

**Absent:**

Bruce Inglis, Councillor  
 Claris Voyageur, Councillor

**Administration:**

Jamie Doyle, Chief Administrative Officer  
 Matthew Hough, Deputy Chief Administrative Officer  
 Jade Brown, Chief Legislative Officer  
 Jody Butz, Regional Fire Chief  
 Susan Trylinski, Director, Legal Services

**1. Call to Order**

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

**2. In-Camera Session**

**MOTION:**

THAT Council close item 2.1 to the public pursuant to sections 21(1), 24(1) and 27(1) of the *Freedom of Information and Protection of Privacy Act*.

<b>RESULT:</b>	<b>CARRIED [UNANIMOUS]</b>
<b>MOVER:</b>	Mike Allen, Councillor
<b>SECONDER:</b>	Krista Balsom, Councillor
<b>FOR:</b>	Scott, Allen, Balsom, Lalonde, McGrath, Meagher, Murphy, Peddle, Stroud
<b>ABSENT:</b>	Inglis, Voyageur

## 2.1 Legal Matter – EMS Dispatch – Disclosure Harmful to Intergovernmental Relations, Advice from Officials and Privileged Information

(in camera pursuant to sections 21(1), 24(1) and 27(1) of the *Freedom of Information and Protection of Privacy Act*)

Name	Reason for Attending
Jamie Doyle	Chief Administrative Officer
Matthew Hough	Deputy Chief Administrative Officer
Jade Brown	Legislative Advice/Clerk
Chief Jody Butz	Regional Fire Chief
Susan Trylinski	Director, Legal Services
Chris Davis	Senior Manager, Legal Services
Megan Langpap	Manager, Strategic Communications

### MOTION:

THAT the meeting reconvene in public.

<b>RESULT:</b>	<b>CARRIED [UNANIMOUS]</b>
<b>MOVER:</b>	Sheila Lalonde, Councillor
<b>SECONDER:</b>	Keith McGrath, Councillor
<b>FOR:</b>	Scott, Allen, Balsom, Lalonde, McGrath, Meagher, Murphy, Peddle, Stroud
<b>ABSENT:</b>	Inglis, Voyageur

### Adjournment

The meeting adjourned at 4:26 p.m.

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Mayor

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

Minutes Acceptance: Minutes of Feb 12, 2021 3:30 PM (Consent Agenda)

**6.1. Public Hearing re: Bylaw No. 21/004 –Fort Chipewyan Area Structure Plan Amendment and Bylaw 21/005 –Land Use Bylaw Map Amendment – Redesignation of a Portion of Lot 6\\CHIPEWY**

- A. Introduction and Opening Statement from Administration
  - Brad McMurdo, Director, Planning and Development
- B. Written Presentations  
none received
- C. Verbal Presentations  
none received
- D. Other Verbal Presentations (Time Permitting and with Consent of Council)
- E. Questions of Council
- F. Closing Statement from Administration



## COUNCIL REPORT

Meeting Date: February 23, 2021

**Subject: Bylaw No. 21/004 - Fort Chipewyan Area Structure Plan Amendment and Bylaw No. 21/005 - Land Use Bylaw Map Amendment - Redesignation of a Portion of Lot 6\CHIPEWY**

**APPROVALS:**

**Jamie Doyle**

\_\_\_\_\_  
Director

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

**Recommended Motion:**

1. THAT Bylaw No. 21/005, being a bylaw to amend the Land Use Bylaw to redistrict a portion of Lot 6\Plan CHIPEWY from UE – Urban Expansion District to DC – Direct Control District, be read a second time.
2. THAT Bylaw No. 21/005, be read a third and final time.
3. THAT Bylaw No. 21/004, being a bylaw to amend the Fort Chipewyan Area Structure Plan, be read a second time.
4. THAT Bylaw No. 21/004, be read a third and final time.

**Summary:**

In May 2019, the Planning and Development Department received a development permit application for a cemetery located at Lot 6\CHIPEWY in Fort Chipewyan (“the Subject Property”) (Attachment 1), from the Public Works Department. The Subject Property is owned by the Regional Municipality of Wood Buffalo. In the Land Use Bylaw (LUB), “Cemetery” is not a use contemplated in the Urban Expansion District. Furthermore, the Fort Chipewyan Area Structure Plan (ASP) Bylaw No. 18/005 does not allow any development on the Subject Property because it has been identified as Sensitive Raptor Range (Peregrine Falcon) by the Provincial Government (Attachment 2). Therefore, in July 2019, Administration received an application for a zoning amendment and an amendment to the Fort Chipewyan ASP (2019-LU-00005).

The proposed ASP amendment will reword Section 1.1.1 to include language and guidance that would support the development of a cemetery (Attachment 3). The proposed LUB amendment re-districts the Subject Property from "Urban Expansion" District (UE) to "Direct Control" District (DC), which would permit “Cemetery” as a Discretionary Use (Attachment 4). These amendments would allow for a cemetery to



be a Use on the Subject Property, with further limitations on constructing structures as part of the cemetery use. Finally, in order to ensure that the Municipality receives the necessary approval from the Government of Alberta's Director of Cemeteries to operate the proposed cemetery, the Subject Property must have the proper zoning.

### **Background:**

There is currently limited capacity within the existing cemetery in Fort Chipewyan and a need to develop additional space to meet the needs of the community. The Fort Chipewyan ASP identifies the creation of a new cemetery as a priority. Objective 4.2 of the ASP supports the creation of a cemetery in collaboration with the community to identify a site and states that the design of the cemetery should be culturally appropriate. Initially a different location was identified as the site for a future cemetery; however, it was not the preferred location for the community. Working with Administration, the community has identified the Subject Property as the preferred site for the cemetery.

The community's preferred site is identified by Alberta Environment and Parks as "Sensitive Raptor Range" as indicated in the ASP. Administration has contacted Alberta Environment and Parks regarding the development of the cemetery on the Subject Property and has received consent to utilize it for that purpose (Attachment 5). The approval from Alberta Environment and Parks is conditional upon the Municipality performing due diligence to avoid contravening the *Alberta Wildlife Act* and demonstrating that it has done everything reasonable to avoid impacting the resident Peregrine Falcons during cemetery development and operations.

Administration has been working to develop an operations and maintenance plan to ensure that there are measures in place to limit impacts during the development and operations of the cemetery. These measures include, but are not limited to: the use of signage to promote the protection and conservation of Peregrine Falcons; eliminating the use of pesticides or herbicides for the maintenance of the cemetery; and ensuring that any development or major operational activities occur outside the prime mating season for Peregrine Falcons.

It should be noted that one of the biggest threats to the health and conservation of this sensitive species is the use of pesticides and herbicides. Pesticides and herbicides poison adult Peregrine Falcons and also cause thinning of their eggshells, preventing the offspring from developing. Eliminating the use of pesticides and herbicides in the areas that surround Peregrine Falcon habitat can ensure the Municipality is performing due diligence to avoid potential contraventions of the *Alberta Wildlife Act*. Furthermore, the incorporation of other proposed measures demonstrate the Municipality is undertaking all reasonable steps to avoid impacting Peregrine Falcons. These measures were developed in consultation with applicable statutory and non-statutory documents as recommended by Alberta Environment and Parks. These documents include the *Wildlife Act* (2018), the *Sensitive Species Inventory Guidelines* (2013); and the *Master Schedule of Standards and Conditions*

(2018).

**Budget/Financial Implications:**

There are currently no anticipated budget implications related to the passing of this bylaw. However, it should be mentioned that the cemetery has already been budgeted as a separate project under the Public Works Department's budget. Additionally, there may be some minor budgetary impacts from the conservation and protection measures implemented during the development and operation of the Cemetery.

**Rationale for Recommendation:**

Currently, there is a need for a new cemetery in Fort Chipewyan. The development of a new cemetery on the selected site would be possible by amending Section 1.1.1 in the ASP and through the LUB amendment that would re-district the Subject Property from "Urban Expansion" district to a "Direct Control" district. By re-districting the Subject Property to Direct Control, it demonstrates to the Province that the Municipality is acting diligently to limit use of the site. The *Municipal Government Act*, Section 641 (1) and (2) allows Council to use a Direct Control district to "exercise particular control" over a site in a "manner which it considers necessary." This will support habitat conservation efforts by limiting the possibility of future development.

The proposed amendments would allow the development of a new cemetery in the community's preferred location. Finally, the amendments must be approved by Council before the Municipality can obtain the necessary approval from the Government of Alberta's Director of Cemeteries to operate the Cemetery. Administration is recommending that the LUB and ASP amendments be approved by Council.

**Strategic Priorities:**

Rural and Indigenous Communities and Partnerships

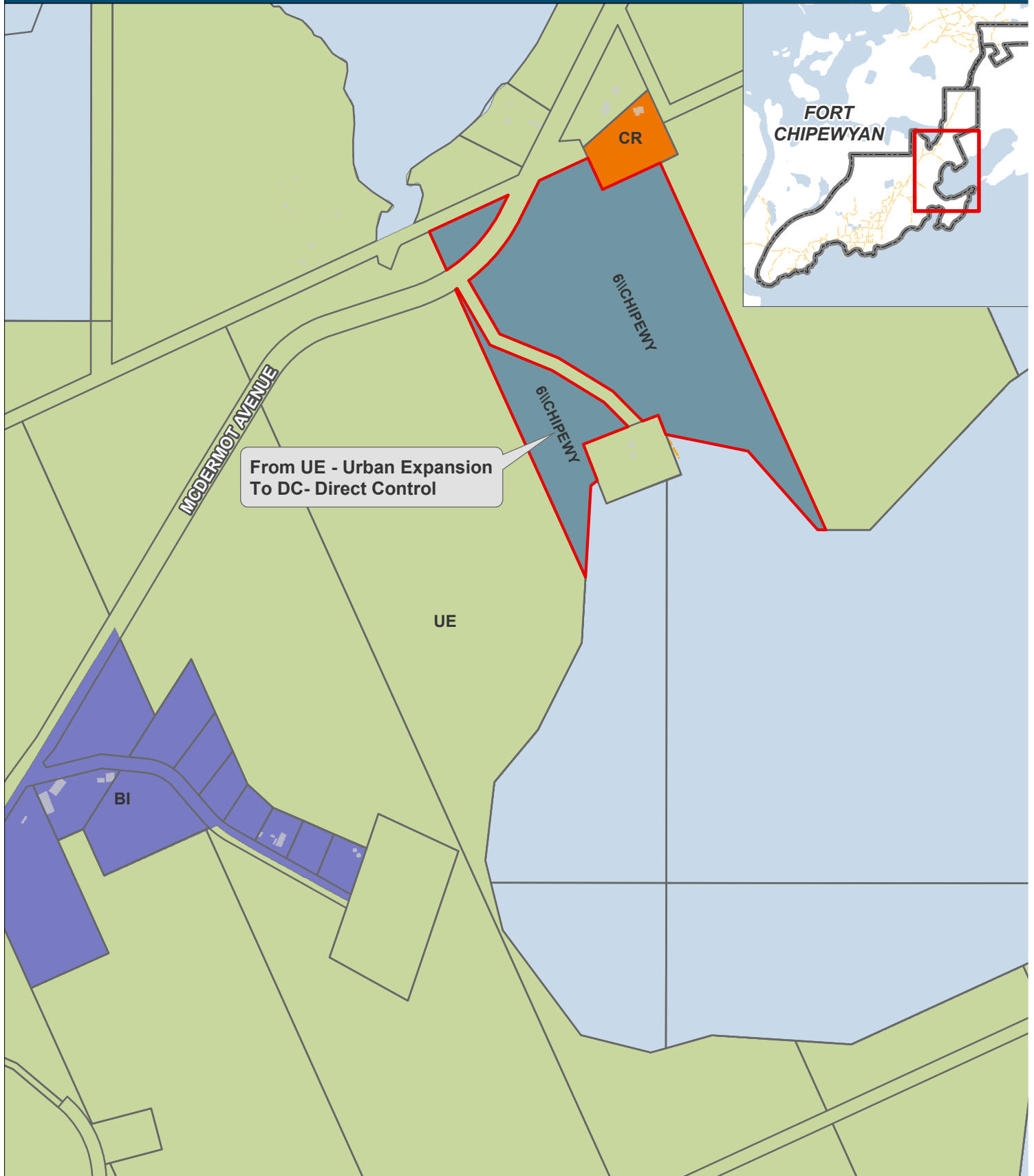
**Attachments:**

- 1. Subject Area Map**
- 2. Sensitive Raptor Range Map (GoA)**
- 3. Bylaw No. 21/005 - Land Use Bylaw Amendment**
- 4. Bylaw No. 21/004 - Area Structure Plan Amendment**
- 5. Government of Alberta Consent Email**

# SUBJECT AREA MAP

## Lot 6, Plan Chipewyan Settlement

Attachment 1



Attachment: 1. Subject Area Map (Fort Chipewyan Cemetery LUB and ASP Amendments)

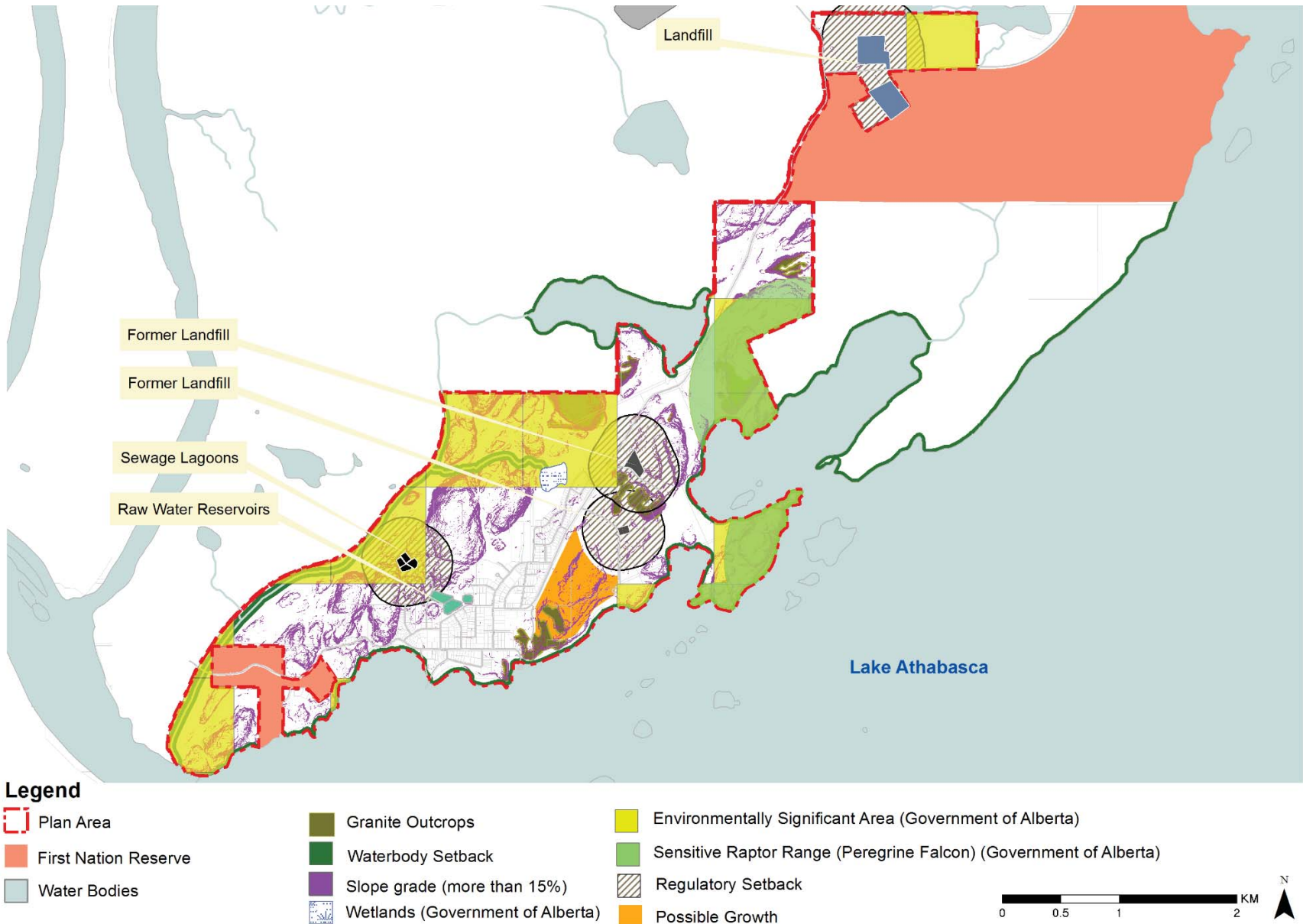
- |                          |                   |          |
|--------------------------|-------------------|----------|
| BI - Business Industrial | Subject Area      | Roadways |
| CR - Country Residential | Survey Parcels    |          |
| UE - Urban Expansion     | Building Outlines |          |

1 cm = 75 meters



Map Produced by the Geographic Information System

Packet Pg. 21



MAP 9: CONSTRAINTS AND POSSIBLE GROWTH AREA OVERLAY

**BYLAW NO. 21/005****BEING A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO AMEND THE LAND USE BYLAW NO. 99/059.**

**WHEREAS** Section 639 of the *Municipal Government Act*, RSA 2000, c M-26 and amendments thereto authorizes Council to enact a bylaw adopting a Land Use Bylaw.

**AND WHEREAS** Section 191(1) of the *Municipal Government Act*, RSA 2000, c M-26 and amendments thereto authorizes Council to adopt a bylaw to amend a Land Use Bylaw.

**NOW THEREFORE**, the Council of the Regional Municipality of Wood Buffalo, in the Province of Alberta, in an open meeting hereby enacts as follows:

1. **THAT** Bylaw No. 99/059, being the Land Use Bylaw, is amended by adding a new land use district, Direct Control District DC 21/005 "Fort Chipewyan Cemetery Site District" as described on the attached **Schedule "A"** as section 184.
2. **THAT** Bylaw No. 99/059, being the Land Use Bylaw, is further amended by re-designating the following:  
  
 Plan CHIPEWY  
 Lot 6  
  
 From: Urban Expansion (UE) (as depicted in **Schedule "B"**, Figure 1)  
 To: Direct Control District DC 21/005 "Fort Chipewyan Cemetery Site" (as depicted in **Schedule "B"**, Figure 2).
3. This Bylaw comes into effect when it is passed.

READ a first time this 26<sup>th</sup> day of January, A.D. 2021.

READ a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

READ a third and final time this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

SIGNED and PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

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

**Schedule "A"****184. DIRECT CONTROL DISTRICT DC 21/005 "FORT CHIPEWYAN CEMETERY SITE"****184.1 Purpose**

The purpose of this district is to establish a site-specific Direct Control District for development of a municipal cemetery in Fort Chipewyan, in an area identified as "Sensitive Raptor Range (Peregrine Falcon)".

**184.2 Compliance with Bylaw No. 99/059**

Unless otherwise specified, the rules and provisions of Parts 1, 2, 3, 4, 5, 6, 7 and 7A of Bylaw No. 99/059 apply to this Direct Control District Bylaw.

**184.3 Reference to Bylaw No. 99/059**

With this Direct Control District Bylaw, a reference to a section of Bylaw No. 99/059 is deemed to be a reference to the section as amended from time to time.

**184.4 Bylaw No. 99/059 District Rules**

Unless otherwise specified, the rules of the PS - Public Services District of Bylaw No. 99/059 apply in this Direct Control District.

**184.5 Permitted Uses**

There are no permitted uses.

**184.6 Discretionary Uses**

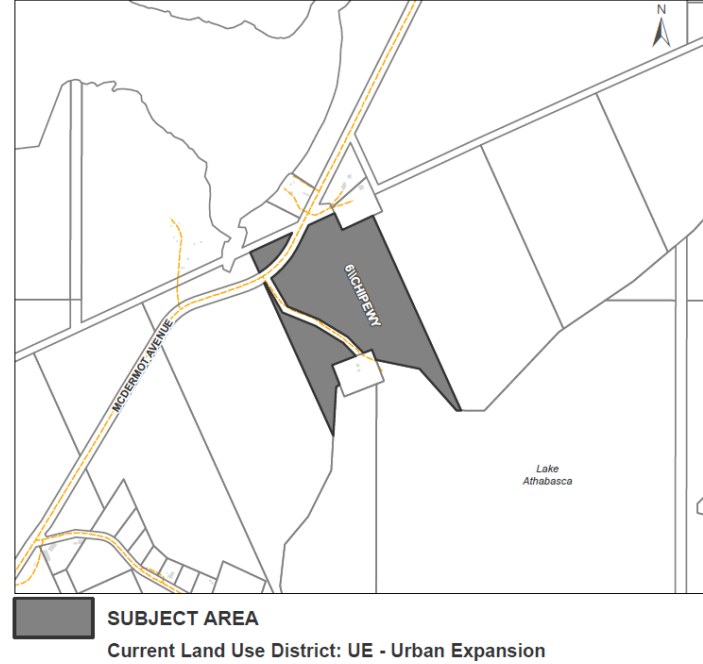
The following are discretionary uses that may be approved by the Development Officer:

Cemetery, including any ancillary maintenance facilities, but excluding accessory developments such as crematories, cinereums, columbariums, and mausoleums.

## Schedule "B"

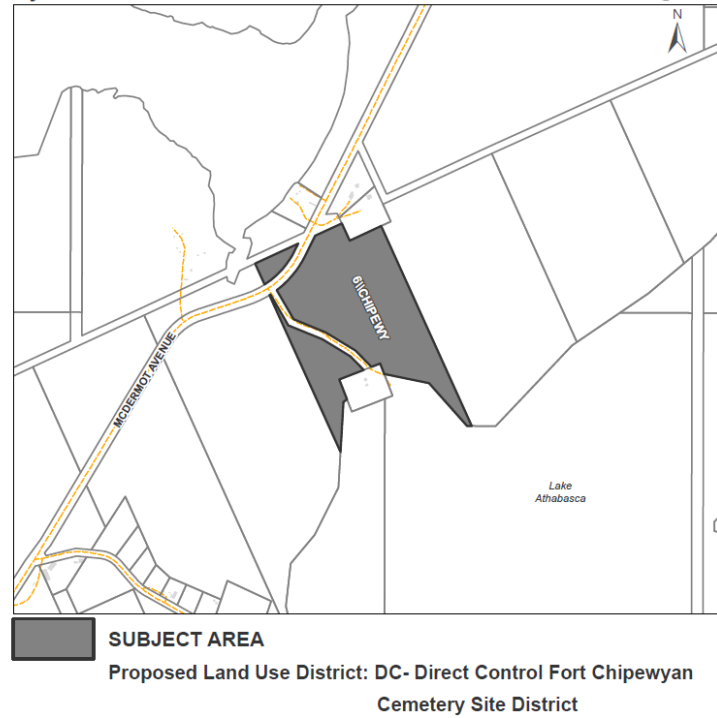
Bylaw No. 21/005

Figure 1



Bylaw No. 21/005

Figure 2



**BYLAW NO. 21/004****BEING A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO AMEND THE FORT CHIPEWYAN AREA STRUCTURE PLAN NO. 18/005.**

**WHEREAS** Section 633 of the *Municipal Government Act*, RSA 2000, c M-26 and amendments thereto authorizes Council to enact a bylaw amending an Area Structure plan.

**NOW THEREFORE**, the Council of the Regional Municipality of Wood Buffalo, in the Province of Alberta, in an open meeting hereby enacts as follows:

1. Bylaw No.18/005, being the Fort Chipewyan Area Structure Plan, is amended by inserting the following at the end of Principle 1, Objective 1.1, Section 1.1.1:

A cemetery, with no accessory developments such as crematoriums, cineriums, columbariums or mausoleums, is a discretionary use within this area.

2. This bylaw comes into effect when it is passed.

READ a first time this 26<sup>th</sup> day of January, A.D. 2021.

READ a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

READ a third and final time this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

SIGNED and PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

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



**Subject:** RE: Fort Chipewyan Cemetery

Hi ;

Thanks for the inquires about raptors and avoiding impacts to raptors. In general, our guidance is that projects that have potential to impact wildlife must meet due diligence in avoiding contravening the Alberta Wildlife Act.

For raptors, and in relation to tree clearing as you mentioned, this means confirming if there are active nest sites in your foot print. This would apply to all raptors. The [Sensitive Species Inventory Guidelines](#) that we publish can be of use, and it shows how to survey for raptors in the boreal region. Section 8.0 outlines the guidelines for Boreal and Foothills Raptors. These guidelines are good for when you don't know if there raptors nesting in your project footprint.

However, reading your email below, this is for the new Fort Chip cemetery that is within the Sensitive Raptor Range along Lake Athabasca. These features are for Peregrine Falcon nesting areas, and is a buffered zone around known Peregrine Falcons nesting sites.

Our expectation is that the RMWB will be compliant under the Wildlife Act, which means you will avoid harming/harassing/injuring/killing wildlife, which in this case is birds of prey and species at risk. This expectation would include impacts from both construction of, and the operations of, RMWB projects. You do not need approvals

The [Master Schedule of Standards and Conditions](#), can be used to understand some of the measures that Industry would have to take if they were developing in this zone on provincial crown land. However, since this land is owned by RMWB, you are not required to follow this document as Industry would. However, there is good information in here that can help you navigate due diligence in terms of avoiding contravening the Alberta Wildlife Act. Section 10.2 in the document outlines the sensitive raptor standards and conditions.

The goal would is to ensure that proponents (in this case the RMWB) do not impact the nesting Peregrine Falcons (e.g. they abandon nesting areas or that nests fail). If you have shown due diligence, you would be able to demonstrate that you did everything reasonable to avoid impacting these falcons during you work and in the operations of the cemetery.

**Paul Knaga**

Wildlife Biologist | Alberta Environment and Parks  
Government of Alberta



## COUNCIL REPORT

Meeting Date: February 23, 2021

### **Subject: Bylaw No. 20/022 - Natural Gas Distribution System Franchise Agreement**

#### **APPROVALS:**

**Jamie Doyle**

\_\_\_\_\_  
Director

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

#### **Recommended Motion:**

1. THAT Bylaw No. 20/022, being a bylaw to enter into a renewal of a Natural Gas Franchise Agreement granting ATCO Gas and Pipelines Ltd., a franchise to deliver natural gas to customers within the municipality, be read a second time.
2. THAT Bylaw No. 20/022 be read a third and final time.

#### **Summary:**

Since 2006, the Municipality and ATCO Gas and Pipelines Ltd. have maintained a franchise to provide Natural Gas distribution services within the Municipal Service Area. The current agreement has expired, and a new franchise agreement is required to provide Natural Gas Distribution Service; Construct, Operate, and Maintain the Natural Gas Distribution System; and use portions of roads, rights-of-way, and other lands owned, controlled or managed by the Municipality. The authority to adopt Bylaw No. 20/022 is vested with Council under the *Municipal Government Act*.

#### **Background:**

In July 2006 the Regional Municipality of Wood Buffalo (RMWB) and ATCO Gas and Pipelines Ltd. (Company) renewed the Natural Gas Distribution System Franchise Agreement (Franchise) for a 12-year term. The term expired July 2018, however, the original agreement continued to be in effect under the existing terms and conditions until a new agreement could be brought forth to Council.

The Franchise grants ATCO Gas and Pipelines Ltd. the exclusive rights within the Municipal Urban Service Area to:

1. provide Natural Gas Distribution Service;
2. construct, operate, and maintain the Natural Gas Distribution System; and
3. use portions of roads, rights-of-way, and other lands owned, controlled or

managed by the Municipality which have been designated by the Municipality for such use and which are necessary to provide Natural Gas Distribution Service or to Construct, Operate and Maintain the Natural Gas Distribution System.

The franchise fee is collected from customers in the community. For each calendar year, the fee is calculated based on 8.7% of the Company's actual total revenue derived from the Delivery Tariff, which includes the fixed charge, base energy charge, demand charge and the cost of Natural Gas in that year. At the option of the Municipality and subject to the Alberta Utilities Commission's (AUC) approval, the franchise fee percentage may be changed annually by providing written notice to the Company.

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

The agreement results in revenue to the Municipality and the agreement will allow for flexibility to modify fees on an annual basis if Council deems fit. The Municipality will continue to collect taxes from ATCO Gas and Pipelines Ltd., as the proposed agreement is not in lieu of taxes.

The present rate is 8.7%; the proposed new rate is 10% which equates to an approximate annual increase of 12% for the average household. This rate has not been increased since 2006. In addition, the term for the agreement would be for the minimum term of 10 years.

### **Rationale for Recommendation:**

To be fiscally responsible, the Municipality must ensure that other revenue streams are considered in order to continue supporting the services and programs for residents of the Municipality.

By entering into the proposed franchise agreement in the Urban Service Area, the Municipality will be renewing a long-standing collaboration with ATCO Gas and Pipelines Ltd. This collaboration is a direct manifestation of the Municipality's commitment to work together with stakeholders to promote efficient service delivery.

A new franchise agreement must be passed through bylaw to grant the exclusive right to distribute Natural Gas in the Urban Service Area. After giving first reading to Bylaw No. 20/22, there is a public notification period and an application to Alberta Utilities Commission to support the renewal. When approval is issued, second and third reading can be considered by Council.

### **Strategic Priorities:**

Responsible Government

### **Attachments:**

#### **1. Bylaw No. 20/022 Natural Gas Franchise Bylaw**

**2. Bylaw No. 20/022 Schedule A Proposed Franchise Agreement 2020**

**BYLAW NO. 20/022**

**A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO AUTHORIZE THE MAYOR AND CHIEF ADMINISTRATIVE OFFICER TO EXECUTE AN AGREEMENT WITH ATCO GAS AND PIPELINES LTD. TO RENEW AN AGREEMENT WITH, AND TO CONFER A FRANCHISE ON THE COMPANY TO DELIVER NATURAL GAS TO CUSTOMERS WITHIN THE MUNICIPALITY.**

**WHEREAS** the Company has requested a franchise be granted to provide natural gas services to customers within the Municipality;

**AND WHEREAS** it is deemed that such an agreement would be of benefit to customers within the Municipality;

**NOW THEREFORE**, under the authority of the Municipal Government Act, R.S.A. 2000, Chapter M-26, Part 3, Division 3, Section 45 – 47 be it enacted that the Mayor and Chief Administrative Officer be authorized to sign the agreement which is attached to and forming part of the By-law and marked as Schedule “A” between the Municipality and the Company to renew an agreement with and to confer a franchise on the Company to deliver natural gas services within the Municipality.

**Short Title**

1. This Bylaw may be cited as the “Natural Gas Franchise Bylaw”.

**Coming into Force**

2. This Bylaw shall come into force upon the agreement being approved by the Alberta Utilities Commission for the Province of Alberta, and upon being given Third reading and finally passed.

READ a first time this 14<sup>th</sup> day of July, 2020.

READ a second time this \_\_\_\_ day of \_\_\_\_, 20\_\_.

READ a third and final time this \_\_\_\_ day of \_\_\_\_, 20\_\_.

SIGNED and PASSED this \_\_\_\_ day of \_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mayor

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

Bylaw No. 20/022  
Schedule A

**NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

**2020**

**BETWEEN:**

**REGIONAL MUNICIPALITY OF  
WOOD BUFFALO**

**- AND -**

**ATCO GAS AND PIPELINES LTD.**

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**NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

BETWEEN

**REGIONAL MUNICIPALITY OF WOOD****BUFFALO**, a municipality located in the Province of Alberta (the “**Municipality**”)

OF THE FIRST PART

– and –

**ATCO GAS AND PIPELINES LTD.**, a corporation having its head office at the City of Edmonton, in the Province of Alberta (the “**Company**”)

OF THE SECOND PART

WHEREAS by Agreement dated March 20, 1968 made between Northland Utilities Limited and the Municipality a franchise was granted to the Company to supply natural gas to the Municipality and its inhabitants, for a period of twenty (20) years;

WHEREAS to the consent of the Municipality Northwestern Utilities Limited has been inserted in the place of said Northland Utilities Limited in the Franchise Agreement;

WHEREAS on or about September 1, 1980 the New Town of Fort McMurray received City status;

WHEREAS by Agreement dated June 3, 1982 the Agreement was amended;

WHEREAS by Agreement dated October 3, 1989 the Agreement was renewed and extended for a period of ten (10) years;

WHEREAS on or about April 1, 1995 the City of Fort McMurray and the Improvement District No. 143 amalgamated to form a specialized municipality having the name The Regional Municipality of Wood Buffalo;

WHEREAS by Agreement dated December 15, 1999 the Municipality consented to the assignment of the Franchise Agreement by Northwestern Utilities Limited to ATCO Gas and Pipelines Ltd.;

WHEREAS by Agreement dated July 6, 2006 the Agreement was renewed and extended for a period of twelve (12) years;

WHEREAS the Municipality desires to grant and the Company, collectively the “Parties”, desires to obtain an exclusive franchise to provide Natural Gas



Distribution Service within the Municipal Service Area on the terms and conditions herein contained;

NOW THEREFORE in consideration of the mutual covenants and promises herein contained, the Parties hereby agree as follows:

## 1) Definitions and Interpretation

Unless otherwise expressly provided in this Agreement, the words, phrases and expressions in this Agreement will have the meanings attributed to them as follows:

- a) “Agreement” means this Natural Gas Distribution System Franchise Agreement;
- b) “Alternative Course of Action” shall have the meaning set out in paragraph 14 (c);
- c) “Commission” means the Alberta Utilities Commission (AUC) as established under the Alberta Utilities Commission Act (Alberta);
- d) “Company” means the Party of the second part to this Agreement and includes its successors and permitted assigns;
- e) “Construct” means constructing, reconstructing, upgrading, extending, relocating, or removing any part of the Natural Gas Distribution System;
- f) “Consumer” or “Consumers” as the text may require, means any individual, group of individuals, firm or body corporate, including the Municipality, with premises or facilities located within the Municipal Service Area from time to time that are provided with Natural Gas Distribution Service by the Company pursuant to the Company’s Delivery Tariff;
- g) “Core Services” means all those services set forth in Schedule “A” of this Agreement;
- h) “Delivery Tariff” means the rates and Terms and Conditions of service approved by the Commission from time to time on an interim or final basis, as the case may be, for the Company to deliver Natural Gas to the Consumer;
- i) “Electronic Format” means any document or other means of communication that is created, recorded, transmitted or stored in digital form or in any other intangible form by electronic, magnetic or optical means or by any other computer-related means that have similar capabilities for creation, recording, transmission or storage;
- j) “Extra Services” means those services set forth in Schedule “B” that are requested by the Municipality for itself or on behalf of its citizens and provided by the Company in accordance with paragraph 7 of this Agreement;

- k) “GUA” means the Gas Utilities Act (Alberta);
- l) “Intended Time Frame” shall have the meaning set out in paragraph 14 (c);
- m) “Maintain” means to maintain and keep in good repair any part of the Natural Gas Distribution System;
- n) “Major Work” means any Work to Construct or Maintain the Distribution System that costs more than One Hundred Thousand (\$100,000.00) Dollars;
- o) “MGA” means the Municipal Government Act (Alberta);
- p) “Modified Plans” shall have the meaning set out in paragraph 14 (c)(ii);
- q) “Municipality” means the Party of the first part to this Agreement;
- r) “Municipal Compensation” shall have the meaning set out in paragraph 20;
- s) “Municipal Service Area” means the geographical area within the legal boundaries of the Fort McMurray Urban Service Area described as Ward 1 in Schedule 3 of the Order-in-Council 817/94, dated December 21, 1994 (as amended by Order-in-Council 105/99), see attached map (Schedule C), as at the date of this agreement, and as it may otherwise be increased herein;
- t) “Municipal Property” means all property, including lands and buildings, owned, controlled or managed by the Municipality within the Municipal Service Area;
- u) “Natural Gas” means a combustible mixture of hydrocarbon gases;
- v) “Natural Gas Distribution Service” means the delivery of Natural Gas in accordance with the Company’s Delivery Tariff;
- w) “Natural Gas Distribution System” means any facilities owned by the Company which are used to provide Natural Gas Distribution Service within the Municipal Service Area, and without limiting the generality of the foregoing, will include all mains, pipes, conduits, valves and all other installations used and required for the purpose of delivering Natural Gas to the Consumer within the Municipal Service Area and includes any Natural Gas transmission lines owned by the Company within the Municipal Service Area;
- x) “NOVA Gas Transmission Ltd. (NGTL)” means NGTL and its successors, as applicable, for purposes of paragraph 5 g) of this Agreement. For greater certainty, the provisions of paragraph 5 g) may only apply in relation to franchises held by ATCO;
- y) “Operate” means to operate the Natural Gas Distribution System, or to interrupt or restore service in any part of the Natural Gas Distribution System, in a safe and reliable

manner;

- z) "Party" means any party to this Agreement and "Parties" means all of the parties to this Agreement;
- aa) "Plans and Specifications" means the plans, drawings and specifications reasonably necessary to properly assess and review proposed Work prior to issuance of any approval that may be required under this Agreement;
- bb) "Term" means the term of this Agreement set out in paragraph 2;
- cc) "Terms and Conditions" means the terms and conditions contained within the Delivery Tariff in effect from time to time for the Company as approved by the Commission;
- dd) "Work" means any work to Construct or Maintain the Natural Gas Distribution System; and
- ee) "Work Around Procedures" shall have the meaning set out in paragraph 14 (c)(ii).

The words "hereof", "herein", "hereunder" and other words of similar import refer to this Agreement as a whole, including any attachments hereto, as the same may from time to time be amended or supplemented and not to any subdivision contained in this Agreement. Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders. References to provisions of statutes, rules or regulations will be deemed to include references to such provisions as amended, modified or re-enacted from time to time. The word "including" when used herein is not intended to be exclusive and in all cases means "including without limitation". References herein to a section, paragraph, clause, Article or provision will refer to the appropriate section, paragraph, clause, article or provision of this Agreement. The descriptive headings of this Agreement are inserted for convenience of reference only and do not constitute a part of and will not be utilized in interpreting this Agreement.

## 2) Term

- a) Subject to sub-paragraph 2(b), this Agreement will be for a minimum term of ten years, commencing on the later of:
  - i. \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ ; and
  - ii. the first (1<sup>st</sup>) business day after both of the following have occurred:
    - A. the Commission has approved and acknowledged this Agreement; and
    - B. Council of the Municipality has passed third reading of the applicable adopting bylaw.
- b) This Agreement will expire on the \_\_\_\_\_ day of \_\_\_\_\_ , 20 \_\_\_\_\_

- c) It is agreed this Agreement supersedes and replaces any prior Natural Gas franchise agreements between the Municipality and the Company.

### 3) Expiry of Term of Agreement

- a) Provided the Company gives written notice to the Municipality not less than twelve (12) months prior to the expiration of the Term of its intention to negotiate a new franchise agreement, at any time following the expiration of the Term, and if the Municipality has not provided written notice to the Company to exercise its rights to purchase the Natural Gas Distribution System, either Party may submit any items in dispute pertaining to a new franchise agreement to binding arbitration by the Commission.
- b) Subject to subparagraph 3c) of this Agreement, upon expiry of the Term, this Agreement will continue in effect pursuant to the provisions of the MGA.
- c) Commencing one (1) year following the expiration of the Term of this Agreement, unless either Party has invoked the right to arbitration referred to in subparagraph 3a), or the Municipality has given written notice to purchase the Natural Gas Distribution System, this Agreement will be amended to provide the following:
  - i) Fifty percent (50%) of the franchise fee otherwise payable under this Agreement to the Municipality will be held back and deposited in trust in an interest bearing trust account by the Company, for the sole benefit of the Municipality. The trust money along with all accumulated interest will be paid to the Municipality immediately upon execution of another Natural Gas Franchise Agreement with the Company, or if the Municipality purchases the Natural Gas Distribution System, or if the Company transfers or sells the Natural Gas Distribution System, or upon further Order of the Commission.
- d) In the event a franchise agreement template is approved by the Commission during the Term of this Agreement and the provisions are materially different from the provisions of this Agreement, the Parties may, by agreement in writing, amend this Agreement to conform to such franchise agreement template.

### 4) Grant of Franchise

- a) Subject to the terms and conditions hereof, the Municipality hereby grants to the Company the exclusive right within the Municipal Service Area to:
  - i. provide Natural Gas Distribution Service;
  - ii. Construct, Operate, and Maintain the Natural Gas Distribution System; and

- iii. use portions of roads, rights-of-way, and other lands owned, controlled or managed by the Municipality which have been designated by the Municipality for such use and which are necessary to provide Natural Gas Distribution Service or to Construct, Operate and Maintain the Natural Gas Distribution System.
- b) Subject to subparagraph 4c) , and to the terms and conditions hereof, the Municipality agrees it will not, during the Term, grant to any other person, firm or corporation, the right to Construct, Operate and Maintain any natural gas distribution system nor the exclusive right to use the portions of the roads, rights-of-way and other lands owned, controlled or managed by the Municipality which have been designated by the Municipality for such use and which are necessary to provide Natural Gas distribution service or to Construct, Operate and Maintain a Natural Gas distribution system, for the purpose of delivering Natural Gas in the Municipal Service Area for Consumers, so long as the Company delivers the Consumers' requirements of Natural Gas.
- c) The Company agrees to:
  - i. bear the full responsibility of an owner of a Natural Gas distribution system and to ensure all services provided pursuant to this Agreement are provided in accordance with the Delivery Tariff, insofar as applicable;
  - ii. Construct, Operate and Maintain the Natural Gas Distribution System;
  - iii. use designated portions of roads, rights-of-way, and other lands including other lands owned, controlled or managed by the Municipality necessary to Construct, Operate and Maintain the Natural Gas Distribution System, including the necessary removal, trimming of trees, shrubs or bushes or any parts thereof; and
  - iv. use the Municipality's roads, rights-of-way and other Municipal Property granted hereunder solely for the purpose of providing Natural Gas Distribution Service and any other service contemplated by this Agreement.

## 5) Franchise Fee

### a) Calculation of Franchise Fee

In consideration of the rights granted pursuant to paragraph 4 and the mutual covenants herein and subject to Commission approval the Company agrees to collect from Consumers and pay to the Municipality a franchise fee. The Parties agree s. 360(4) of the *MGA*, as amended, does not apply to the calculation of the franchise fee in this Agreement. For each calendar year the franchise fee will be calculated as a percentage of the Company's actual total revenue derived from the Delivery Tariff, including without limitation the fixed charge, base energy charge, demand charge, but excluding the cost of Natural Gas (being the calculated revenues from the Natural Gas cost recovery rate rider or the deemed cost of Natural Gas and Natural

Gas supply related riders) in that year for Natural Gas Distribution Service within the Municipal Service Area.

For the first (1<sup>st</sup>) calendar year or portion thereof of the Term of this Agreement, the franchise fee percentage will be \_\_\_\_ percent ( \_\_\_\_ %).

By no later than September 1<sup>st</sup> of each year, the Company will:

- i. advise the Municipality in writing of the total revenues that were derived from the Delivery Tariff within the Municipal Service Area for the prior calendar year; and
- ii. with the Municipality's assistance, provide in writing an estimate of total revenues to be derived from the Delivery Tariff within the Municipal Service Area for the next calendar year.

b) Adjustment to the Franchise Fee

At the option of the Municipality and subject to Commission approval, the franchise fee percentage may be changed annually by providing written notice to the Company.

If the Municipality wishes to amend the franchise fee percentage, then the Municipality will, no later than November 1<sup>st</sup> in any year of the Term, advise the Company in writing of the franchise fee percentage to be charged for the following calendar year. Upon receipt of notice, the Company will work with the Municipality to ensure all regulatory requirements are satisfied on a timely basis and agrees to use best efforts to obtain approval from the Commission for implementation of the proposed franchise fee percentage as and from January 1<sup>st</sup> of the following calendar year.

If the Municipality provides written notice at any other time with respect to a franchise fee change, the Company will implement the new franchise fee percentage as soon as reasonably possible.

c) Notice to Change Franchise Fee

Prior to implementing any change to the franchise fee, the Municipality will notify its intent to change the level of the franchise fee and the resulting effect such change will have on an average residential Consumer's annual Natural Gas bill through publication of a notice once in the newspaper with the widest circulation in the Municipal Service Area at least forty five (45) days prior to implementing the revised franchise fee. A copy of the published notice will be filed with the Commission.

d) Payment of Franchise Fee

The Company will pay the Municipality the franchise fee amount billed to Consumers on a monthly basis within forty-five (45) days after billing Consumers.

e) Franchise Fee Cap

The franchise fee percentage will not at any time exceed thirty five percent (35%) without prior Commission approval.

f) Reporting Considerations

Upon request, the Company will provide to the Municipality, along with payment of the franchise fee amount information on the total Delivery Tariff billed, the franchise fee percentage applied, and the derived franchise fee amount used by the Company to verify the payment of the franchise fee amount as calculated under this paragraph 5.

g) Franchise Fees Collected from NOVA Gas Transmission Ltd. Customers

In the event certain customers in the Municipal Service Area connected to the Company's Natural Gas Distribution System are customers of the NOVA Gas Transmission Ltd. (NGTL), a franchise fee will be collected from such customers by NGTL in accordance with NGTL's applicable tariff and such franchise fee once remitted to the Company will be aggregated with the franchise fee as calculated in paragraph 5 a) to be dealt with in accordance with paragraph 5 d).

**6) Core Services**

The Company agrees to provide to the Municipality the Core Services set forth in Schedule "A". The Company and the Municipality may amend Schedule "A" from time to time upon mutual agreement.

**7) Provision of Extra Services**

Subject to an agreement being reached, the Company agrees to provide to the Municipality the Extra Services, if any, set forth in Schedule "B", as requested by the Municipality from time to time. The Company is entitled to receive from the Municipality a reasonable amount for full compensation for the provision of the Extra Services in accordance with Schedule "B". The Company and the Municipality may amend Schedule "B" from time to time upon mutual agreement.

Any breach by the Company in connection with the provision of any Extra Services contained in this Agreement will not constitute a breach of a material provision of this Agreement for the purposes of paragraph 9.



**8) Municipal Taxes**

Amounts payable to the Municipality pursuant to this Agreement will be (without duplication) in addition to the municipal taxes and other levies or charges made by the Municipality against the Company, its land and buildings, linear property, machinery and equipment.

**9) Right to Terminate on Default**

In the event either Party breaches any material provision of this Agreement, the other Party may, at its option, provide written notice to the Party in breach to remedy such breach. If the said breach is not remedied within two (2) weeks after receipt of the written notice or such further time as may be reasonably required by the Party in breach using best efforts on a commercially reasonable basis, the Party not in breach may give six (6) months notice in writing to the other Party of its intent to terminate this Agreement, and unless such breach is remedied to the satisfaction of the Party not in breach acting reasonably this Agreement will terminate six (6) months from the date such written notice is given, subject to prior Commission approval.

**10) Sale of Natural Gas Distribution System**

Upon the expiration of the Term of this Agreement or the termination of this Agreement pursuant to the terms and conditions hereof or by operation of law or order of a governmental authority or court of law having jurisdiction the Municipality may, subject to the approval of the Commission under Section 47 of the MGA:

- i. exercise its right to require the Company to sell to it the Natural Gas Distribution System within the Municipal Service Area pursuant to the provisions of the MGA, where applicable; or
- ii. if such right to require the Company to sell the Natural Gas Distribution System is either not applicable or has been repealed, require the Company to sell to it the Natural Gas Distribution System. If, upon the expiration of the Agreement, the parties are unable to agree on the price or on any other terms and conditions of the purchase, the unresolved matters will be referred to the Commission for determination.

**11) Provision of Detailed Plans and Equipment****a) Detailed Plans**

The Company agrees to provide to the Municipality for the Municipality's purposes only, the most current set of detailed plan sheets including as-built drawings and specifications showing the locations (excluding depth) and alignments of the Natural Gas Distribution System, excepting service lines and installations on private property,



according to the plan sheets in hard copy and in Electronic Format, where available, together with as many prints of the overall Natural Gas Distribution System as the Municipality may reasonably require. These plans and plan sheets will be updated by the Company on at least an annual basis.

The Municipality will, upon reasonable request, provide to the Company any subdivision development plans of the Municipality in hard copy and in Electronic Format, where available. The subdivision development plans are provided to the Company for the sole purpose of assisting the Company in delivering Natural Gas to the Consumer.

**b) Provision of Equipment**

The Company agrees to provide the Municipality's fire department with the equipment necessary for the operation of curb boxes and service valves. In case of fire, the service valves may be turned off by the fire department if they reach a fire before the Company's representative. The Municipality will notify one of the Company's representatives of fires which may affect the Natural Gas Distribution System and/or the operations thereof as quickly as reasonably possible or, in the event they cannot reach a Company representative, the Municipality will advise the Company's standby personnel of such fires. The Company will ensure its representatives reasonably cooperate with the Municipality in preventing, controlling and investigating fires involving or affecting the Natural Gas Distribution System.

**12) Right of First Refusal to Purchase**

- a) If during the Term of this Agreement, the Company receives a bona fide arm's length offer to operate, take control of, or purchase the Natural Gas Distribution System within the Municipal Service Area, which the Company is willing to accept, then the Company will promptly give written notice to the Municipality of the terms and conditions of such offer and the Municipality will during the next one hundred and twenty (120) days, have the right of first refusal to operate, take control of or purchase the Natural Gas Distribution System, as the case may be, for the same price and upon the terms and conditions contained in the said offer.

Notwithstanding the foregoing, in the event the Municipality fails or refuses to exercise its right of first refusal, the Municipality will retain the right to withhold its consent to an assignment of this Agreement in accordance with paragraph 20 below. For the purposes of this paragraph 12, "operate, take control" will not be construed as including the subcontracting by the Company of only some portions of its operations where the Company continues to be responsible for the performance of this entire Agreement;

- b) If the Municipality does not exercise its right of first refusal and the said bona fide offer the Company is willing to accept does not proceed to closure, the Municipality retains its right of first refusal on any other offer.

- c) This right of first refusal applies where the offer pertains only to the entire Natural Gas Distribution System. The right of first refusal does not apply to offers that include any other distribution systems or distribution facilities of the Company located outside of the Municipal Service Area. If such offer includes other distribution systems of the Company, the aforesaid right of first refusal will be of no force and effect and will not apply.
- d) Where the Municipality exercises its rights to purchase the Natural Gas Distribution System from the Company and thereby acquires the Natural Gas Distribution System, the Municipality agrees, should it no longer wish to own the Natural Gas Distribution System within five (5) years after it acquires the said system and the Municipality receives any bona fide offer from an arms-length third party to purchase the Natural Gas Distribution System, which it is willing to accept, then it will promptly give written notice to the Company of the terms and conditions of such offer. The Company will during the next one hundred and twenty (120) days have the first right of refusal to purchase the Natural Gas Distribution System for the same price and upon the same terms and conditions as contained in the said offer.
- e) The Municipality's right of first refusal will not apply where the Company has agreed to transfer the Natural Gas Distribution System to a third party utility company in exchange for certain other assets provided all of the following conditions are met:
  - i. the third party utility can demonstrate to the reasonable satisfaction of the Municipality that it meets the necessary technical and financial requirements to own and operate the Natural Gas Distribution System;
  - ii. the only consideration that will be exchanged between the Company and the third party utility company is the transfer and exchange of assets and monetary consideration limited to a maximum of 49% of the net book value of the Natural Gas Distribution System;
  - iii. there is no adverse impact to the Municipality resulting from the transfer and exchange above referenced as determined by the Commission;
  - iv. the Company and the third party utility company obtain all the requisite regulatory requirements prior to completing the transfer and exchange; and
  - v. full compensation is paid to the Municipality for all reasonable costs including administrative and legal costs incurred by the Municipality in ensuring all of the conditions i) through iv) above are satisfied.

### **13) Construction and/or Maintenance of Natural Gas Distribution System**

#### **a) Municipal Approval**

Before undertaking any Major Work, or in any case in which the Municipality

specifically requests any Major Work, the Company will submit to and obtain the written approval from the Municipality, or its authorized officers, of the Plans and Specifications for the proposed Major Work and its location. Approval by the Municipality granted in accordance with this paragraph will be limited to an approval of the location and alignment of the Major Work only, and will not signify approval of the structural design or the ability of the work to perform the function for which it was intended.

Prior to commencing the Work, the Company will obtain such other applicable permits as are required by the Municipality. The Company will notify the Municipality of all Work done within the Municipal Service Area prior to commencing the Work where reasonably practicable. However, only Major Work is subject to a formal approval process.

The Company will obtain prior written approval from the Municipality for any traffic lane or sidewalk closures required to be made at least forty-eight (48) hours prior to the commencement of the proposed Work.

For the purposes of obtaining the approval of the Municipality for Major Work under this Agreement, the Company will provide the Municipality with the Plans and Specifications for the proposed Major Work in Electronic Format (or upon request, the Company will provide the Municipality with a hard copy of the materials). The Plans and Specifications will include a description of the project and drawings of a type and format generally used by the Company for obtaining approvals from municipalities and will illustrate the proposed changes to the Natural Gas Distribution System.

b) Restoration of Municipal Property

The Company agrees when it or any agent employed by it undertakes any Work on any Municipal Property, the Company will complete the said Work promptly and in a good and workmanlike manner and, where applicable, in accordance with the approved Plans and Specifications. Further, and unless otherwise agreed to by the Parties, the Company will forthwith restore the Municipal Property to the same state and condition, as nearly as reasonably possible, in which it existed prior to the commencement of such Work, subject to reasonable wear and tear and to the satisfaction of the Municipality acting reasonably.

The Company will, where reasonably practicable and prudent, locate its pipelines and related equipment in lanes and alleys rather than in the streets and main thoroughfares.

The Company further covenants it will not unduly interfere with the works of others or the works of the Municipality. Where reasonable and in the best interests of both the Municipality and the Consumer, the Company will cooperate with the Municipality and coordinate the installation of the Natural Gas Distribution System along the designated rights-of-way pursuant to the direction of the Municipality. During the performance of the Work, the Company will use commercially reasonable efforts to not interfere with

existing Municipal Property and to cause as little damage as possible to the property of others (including the Municipality Property). If the Company causes damage to any existing Municipal Property during the performance of any Work, it will cause such damage to be repaired at its own cost.

Upon default by the Company or its agent to repair damage caused to Municipal Property as set out above, the Municipality may provide written notice to the Company to remedy the default. If the default is not remedied within two (2) weeks after receipt of the written notice or such further time as may be reasonably required and requested by the Company using best efforts on a commercially reasonable basis to remedy the default, the Municipality may undertake such repair work and the Company will be liable for the reasonable costs thereof.

c) Urgent Repairs and Notification to Municipality

If any repairs or maintenance required to be made to the Natural Gas Distribution System are of an urgent nature where the operation or reliability of the Natural Gas Distribution System is materially compromised or potentially materially compromised, the Company will be entitled to conduct such repairs or maintenance as are commercially reasonable without prior notice to the Municipality and, unless otherwise specified by the Municipality, the Company will provide notice to the Municipality as soon as practicable and, in any event, no later than seventy-two (72) hours after the repairs are commenced.

d) Company to Obtain Approvals from Other Utilities

The Company will be solely responsible for locating, or causing to be located, all existing utilities or utility mains, pipes, valves and related facilities in, on or adjacent to the Work site. The Company will notify all other utility operators and ensure utilities and utility mains, pipes, valves and related facilities are staked prior to commencement of construction. Unless the Municipality has staked the location for the utility property, staking will not be deemed to be a representation or warranty by the Municipality the utility or utility property are located as staked. The Municipality will not be responsible for any damage caused by the Company to any utility or any third party as a result of the Company's Work, unless the Municipality has improperly staked the utility property. Approval must be obtained by the Company from the owner of any third party utility prior to relocation of any facility owned by such third party utility.

e) Revised Plans and Specifications

Following completion of the Major Work, the Company will provide the Municipality with the revised Plans and Specifications, updated after construction, in Electronic Format, where available and upon request, the Company will provide the Municipality with a hard copy of the materials within three (3) months of the request. The Company will provide the Municipality with copies of any other revised Plans and Specifications as reasonably requested by the Municipality. For the purposes of this paragraph and paragraph 11, the Company may satisfy its obligations to provide revised Plans and Specifications in

Electronic Format by:

- i. advising the Municipality the revised Plans and Specifications are posted to a web-based forum that contains such information; and
- ii. allowing the Municipality access to such web-based forum.

f) Approvals

Where any approvals are required to be obtained from either Party under this paragraph, such approvals will not be unreasonably withheld.

The Company will ensure all Work is performed in accordance with the requirements of all applicable legislation, rules and regulations. The Company will immediately notify the Municipality of any lien, claim of lien or other action of which it has or reasonably should have knowledge, and will cause the same to be removed within thirty (30) days (or such additional time as the Municipality may allow in writing), failing which the Municipality may take such action as it reasonably deems necessary to remove the same and the entire cost thereof will be immediately due and payable by the Company to the Municipality.

#### 14) Responsibilities For Cost of Relocations

- a) Upon receipt of one (1) year's notice from the Municipality, the Company will, at its own expense, relocate to Municipal Property such part of the Natural Gas Distribution System that is located on Municipal Property as may be reasonably required by the Municipality due to planned municipal construction. In order to encourage the orderly development of Municipal facilities and the Natural Gas Distribution System, the Municipality and the Company agree they will meet regularly to:
  - i. review the long-term facility plans of the Municipality and the Company; and
  - ii. determine the time requirements and costs for final design specifications for each relocation. Providing the Municipality is not the developer requesting the relocation for commercial or residential resale to third parties, the Company will bear the expenses of the required relocation.
- b) Notwithstanding the foregoing, the Company will not be required to move any part of the Natural Gas Distribution System after receipt of notice from the Municipality in accordance with this paragraph where:
  - i. the Company has illustrated to the satisfaction of the Municipality, acting reasonably, an appropriate Alternative Course of Action is available;
  - ii. the Municipality has provided the Company with its written approval of the Alternative Course of Action (which approval may not be unreasonably withheld by

the Municipality); and

- iii. the Company has provided its written undertaking to carry out the Alternative Course of Action promptly and within a sufficiently short period of time so as to ensure the Municipality will be left with sufficient time to complete the said planned municipal construction within the Intended Time Frame (taking into account any delays which the Municipality may encounter as a result of the Company utilizing the Alternative Course of Action).
- c) For the purposes of this paragraph 14, the term “Alternative Course of Action” will mean any course of action that will enable the Municipality to complete the said Municipal construction and will result in a net cost savings to the Company (taking into account all additional costs incurred by the Company in carrying out the Alternative Course of Action and any additional costs which the Municipality may incur and which the Company will be required to pay in accordance with this paragraph 14 and “Intended Time Frame” will mean the period of time within which the Municipality would have reasonably been able to complete the said Municipal construction if the Company would have relocated the Natural Gas Distribution System in accordance with this paragraph 14.

If the Municipality agrees to permit the Company to utilize an Alternative Course of Action, the Company will pay any and all costs incurred in carrying out the Alternative Course of Action and will pay on demand to the Municipality (on a full indemnity basis) any and all costs incurred by the Municipality:

- i. in conducting a review of the Alternative Course of Action to determine whether the Alternative Course of Action is acceptable to the Municipality;
  - ii. in modifying any plans the Municipality may have prepared in respect of the said municipal construction (“Modified Plans”) or in preparing or developing plans and procedures (“Work Around Procedures”) to work around the Natural Gas Distribution System or any improvement, thing, or component utilized by the Company in effecting the Alternative Course of Action; and
  - iii. in the course of conducting the said planned municipal construction where such costs would not have been incurred by the Municipality if the Company had relocated the Natural Gas Distribution System in accordance with this paragraph 14 (including any reasonable additional cost the Municipality may incur in completing the said municipal construction in accordance with the Modified Plans or in effecting any Work Around Procedures).
- d) The following example illustrates the intended application of the foregoing provisions:
- Where:
- i. The Municipality requires the Company to move a Natural Gas line so the Municipality



can replace its own sewer lines. The cost of moving the Natural Gas line is \$10,000. The cost of carrying out the replacement of the sewer line after moving the Natural Gas line is \$40,000;

- ii. The Company proposes to simply brace the Natural Gas line (at a cost of \$2,000) and the Municipality, acting reasonably, approves of this as an Alternative Course of Action;
- iii. As a result of having to prepare Modified Plans and to prepare and implement Work Around Procedures to work around the braces, the actual cost incurred by the Municipality in replacing the sewer line is \$45,000 (being a net increase in cost of \$5,000); the Company is required to pay the \$2,000 cost of the bracing together and the additional cost of \$5,000 incurred by the Municipality (resulting in a net savings of \$3,000 to the Company).

In cases of emergency, the Company will take all measures that are commercially reasonable and necessary to ensure public safety with respect to relocating any part of the Natural Gas Distribution System that may be required in the circumstances.

If the Company fails to complete the relocation of the Natural Gas Distribution System or fails to repair or do anything else required by the Company pursuant to this subparagraph without valid justification and in a timely and expeditious manner to the satisfaction of the Municipality's representative, acting reasonably, the Municipality may, but is not obligated to, complete such relocation or repair and the Company will pay the reasonable costs of such relocation or repair forthwith to the Municipality. If the Municipality chooses to complete such relocation or repair the Municipality will ensure such work is completed using the Company's design specifications and standards, as provided by the Company, including the use of good and safe operating practices.

The Municipality is not responsible, either directly or indirectly, for any damage to the equipment which forms part of the Natural Gas Distribution System which may occur during its installation, maintenance or removal by the Company, nor is the Municipality liable to the Company for any losses, claims, charges, damages and expenses whatsoever suffered by the Company including claims for loss of revenue or loss of profits, on account of the actions of the Municipality, its agents or employees, working in, under, over, along, upon and across its highways and rights-of- ways or other Municipal Property other than direct loss or damage to the Company caused by the negligence or willful misconduct of the Municipality, its agents or employees.

In the event the relocation or any part thereof requires the approval of a third party, the Municipality will use reasonable efforts to assist the Company in any negotiation with such third party to obtain the necessary approval(s).

In the event the relocation results from the demand or order of an authority having jurisdiction, other than the Municipality, the Municipality will not be responsible for any of the costs of such relocation.

**15) Natural Gas Distribution System Expansion**

Subject to the Terms and Conditions, and at no cost to the Municipality unless otherwise provided for under the Terms and Conditions, the Company will, on a timely basis, use its best efforts on a commercially reasonable basis to meet the Natural Gas Distribution System expansion requests of the Municipality or a Consumer and provide the requisite facilities for connections for new Consumers to the Natural Gas Distribution System.

**16) Increase in Municipal Boundaries**

Where the Municipality increases its geographical area, through annexation or amalgamation, as understood under the MGA, by the greater of 640 acres and twenty five (25%) percent of the current area or more, the Municipality will have the option to:

- a) terminate this Agreement provided the Municipality gives notice in writing to the Company of its intention to do so; or
- b) add the increased area to the Municipal Service Area already served by the Company so that the rights and obligations contained in this Agreement will apply in respect of the Municipal Service Area, including the increased area.

For all other increases to the Municipal Service Area through annexation or amalgamation as understood under the MGA, the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Service Area, including the increased area.

**17) Joint Use of Municipal Rights-of-Way**

- a) Municipal Use

The Municipality will upon written notice to the Company have, for any reasonable municipal purpose, the right to make use of any municipal rights-of-way granted to the Company by the Municipality, provided such use complies with good and safe operating practices, as determined by the Company acting reasonably, applicable legislation, and does not unreasonably interfere with the Company's use thereof, at no charge to the Municipality. The Municipality is responsible for its own costs and any necessary and reasonable costs incurred by the Company including the costs of any alterations that may be required in using municipal rights-of-way.

- b) Third Party Use and Notice

If any third party, including other utilities, desire to jointly use the municipal rights-of-way, the Company agrees it will not grant the third party joint use except in accordance with this paragraph, or unless otherwise directed by any governmental authority or court of law having jurisdiction.



The Company agrees the following procedure will be used in granting permission to third parties desiring joint use of the municipal rights-of-way:

- i. first, the third party will be directed to approach the Company to initially request conditional approval from the Company to use that part of the municipal rights-of-way it seeks to use;
- ii. second, upon receiving written conditional approval from the Company, the third party will be directed to approach the Municipality to obtain its written approval to jointly use that part of the municipal rights-of-way. As a condition of granting its consent, the Municipality may require such third party enter into an agreement with the Municipality, and such agreement may require such third party pay compensation to the Municipality; and
- iii. third, upon receiving written conditional approval from the Municipality, the third party will be directed to obtain final written approval from the Company to jointly use that part of the municipal rights-of-way. Once a joint use agreement has been entered into between the Company and the third party, it will not be subsequently amended without the written consent of the Municipality (which consent will not be unreasonably withheld).

c) Cooperation

The Company and the Municipality agree they will use reasonable efforts to cooperate with each other in encouraging the use of joint trenching and in any negotiations with third parties desiring joint use of any part of the municipal rights-of-way located on Municipal Property.

d) Payment

The compensation paid or to be paid by such third party to the Municipality for the use of the Municipal Property including its rights-of-way, will be determined between the Municipality and the third party.

The compensation paid or to be paid by such third party to the Company for the joint use of any portion of the municipal rights-of-way will be determined between the Company and the third party, subject to the jurisdiction of any governmental authority over the matter and the Municipality's right to intervene in any related regulatory proceeding.

e) Provision of Agreements

Upon reasonable request by the Municipality, copies of these agreements will be updated by the Company and provided to the Municipality at no cost to the Municipality.

**18) Municipality as a Retailer**

The provisions of this Agreement will not in any way restrict the right of the Municipality to become a retailer within the meaning of the GUA.

**19) Reciprocal Indemnification and Liability**

a) The Company will indemnify and save the Municipality, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements), including indemnity from and against any claim, loss, cost, demand and legal or other expense, whether in respect of any lien, encumbrance or otherwise, arising out of any Work performed by or for the Company, which may be brought against or suffered, sustained, paid or incurred by the Municipality, its servants, agents, employees, contractors, licensees and invitees, arising from, or otherwise caused by:

- i. any breach by the Company of any of the provisions of this Agreement; or
- ii. the negligence or willful misconduct of the Company, or any of its servants, agents, employees, licensees, contractors or invitees in carrying on its business within the Municipal Service Area.

b) The Municipality will indemnify and save the Company, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements) which may be brought against or suffered, sustained, paid or incurred by the Company, its servants, agents, employees, licenses, contractors and invitees, arising from, or otherwise caused by:

- i. any breach by the Municipality of any of the provisions of this Agreement; or
- ii. the negligence or willful misconduct of the Municipality, or any of its servants, agents, employees, licensees, contractors or invitees, in carrying on the business of the Municipality.

c) Notwithstanding anything to the contrary herein contained, in no event will the Municipality or the Company be liable under this Agreement, in any way, for any reason, for any indirect, special or consequential damages (including damages for pure economic loss, loss of profits, loss of earnings or loss of contract), howsoever caused or contributed to.

**20) Assignment**

In the event the Company agrees to sell the Natural Gas Distribution System to a third party purchaser, the Company will comply with paragraph 10 above. In addition, the Company

will request the third party purchaser confirm in writing it will agree to all the terms and conditions of this Agreement between the Company and the Municipality. The Company agrees it will provide to the Municipality a copy of the third party purchaser's confirmation letter.

The Company agrees to provide the Municipality with reasonable prior written notice of a sale of the Natural Gas Distribution System to a third party purchaser. The Parties will thereafter meet to discuss the technical and financial capabilities of the third party purchaser to perform and satisfy all terms and conditions of the Agreement, and the compensation payable to the Municipality for all costs including administrative and legal costs relating to providing its written consent to the Assignment ("Municipal Compensation").

The Municipality has thirty (30) days from the meeting date with the Company to provide written notice to the Company of its intention to consent or withhold its consent to the assignment of the Agreement to the third party purchaser. The Company agrees the Municipality may provide notice of its intention to withhold its consent to the assignment of this Agreement to the third party purchaser if the Municipal Compensation is inadequate or if the third party purchaser fails to covenant, in favour of the Municipality, to perform and observe all of the covenants and obligations of the Company to be performed and observed under this Agreement and otherwise solely on the basis of reasonable and material concerns regarding the technical capability or financial wherewithal of the third party purchaser to perform and satisfy all terms and conditions of the Agreement. In this case, such notice to the Company must specify in detail the Municipality's concern.

Should the Municipality not reply within the thirty (30) day period, it is agreed the Municipality will be deemed to have consented to the assignment. The Company further agrees when it applies to the Commission for approval of the sale, it will include in the application any notice received from the Municipality, including the reasons given by the Municipality for withholding its consent. The Municipality will have the right to make its own submissions to the Commission.

Subject to the Company having fulfilled the obligations outlined in the preceding three paragraphs, the Company will be entitled to assign this Agreement to an arm's length third party purchaser of the Natural Gas Distribution System without the consent of the Municipality, subject to paying the Municipal Compensation for the assignment, and having obtained the Commission's approval for the sale of the Natural Gas Distribution System and, the third party purchaser's confirmation in writing that it agrees to all the terms and conditions of this Agreement.

Where the Commission approves such sale of the Natural Gas Distribution System to a third party and the third party provides written confirmation to assume all liabilities and obligations of the Company under this Agreement, then upon the assignment of this Agreement and the payment of the Municipal Compensation for its consent to the Assignment subject to Commission approval, the Company will be released from all its liabilities and obligations thereunder.

The Company will be entitled to assign this Agreement to a subsidiary or affiliate of the Company without the Municipality's written consent. Where the Company assigns this Agreement to a subsidiary or affiliate, the Company will remain jointly and severally liable.

Further, it is a condition of any assignment that the subsidiary, affiliate or third party purchaser, as the case may be, will provide written notice to the Municipality indicating it will assume all liabilities and obligations of the Company under this Agreement.

Any disputes arising under the operation of this paragraph will be submitted to the Commission for determination.

## 21) Notices

- a) All notices, demands, requests, consents, or approvals required or permitted to be given pursuant to the terms of this Agreement will be in writing and will be deemed to have been properly given if personally served, sent by registered mail or sent in Electronic Format to the Municipality or to the Company as the case may be, at the addresses set forth below:

To the Company:

ATCO GAS AND PIPELINES LTD.  
Attention: Vice President, District Operations  
7210 42 Street NW  
Edmonton, Alberta T6B-3H1  
\_\_\_\_\_  
Phone (780) 420-3643 Fax (780) 420-7411

To the Municipality:

REGIONAL MUNICIPALITY OF WOOD BUFFALO  
Attention: Chief Legislative Officer  
9909 Franklin Avenue  
Fort McMurray, Alberta T9H-2K4  
\_\_\_\_\_  
Phone (780) 743-7000 Fax (780) 743-7028

- b) The date of receipt of any such notice as given above, will be deemed to be as follows:
- i. In the case of personal service, the date of service;
  - ii. In the case of registered mail, the seventh (7th) business day following the date of delivery to the Post Office, provided, however, in the event of an interruption of normal mail service, receipt will be deemed to be the seventh (7th) day following the date on which normal service is restored; or

- iii. In the case of delivery in Electronic Format, the date the notice was actually received by the recipient or, if not a business day, then the next business day.

## 22) Interruptions or Discontinuance of Delivery Service

Subject to its Delivery Tariff, the Company will use its best efforts on a commercially reasonable basis to avoid and minimize any interruption, reduction or discontinuance of Natural Gas Distribution Service to any Consumer. However, the Company reserves the right to do so for any one of the following reasons:

- a) Where the Company is required to effect necessary repairs or changes to the Natural Gas Distribution System;
- b) On account of or to prevent fraud or abuse of the Natural Gas Distribution System;
- c) On account of defective aspects of the Natural Gas Distribution Systems which in the opinion of the Company, acting reasonably, may become dangerous to life or property;
- d) Where required, under the Terms and Conditions, due to a Consumer's non-payment of Natural Gas bills.

To the extent the Company has any planned major interruptions, reductions or discontinuances in Natural Gas Distribution Service, it will notify the Municipality in writing as soon as practicable in the circumstances. For any other major interruption, reductions or discontinuances in Natural Gas Distribution Service, the Company will provide notice (in a format acceptable to the Municipality) as soon as is practicable in the circumstances.

## 23) Dispute Settlement

- a) If any dispute or controversy of any kind or nature arises relating to this Agreement or the Parties' rights or obligations hereunder, the Parties agree such dispute or controversy will be resolved by negotiation, and where such negotiation does not result in the settlement of the matter within thirty (30) days of notice of such dispute being provided by one Party to the other Party, and to the extent permitted by law, the Company and Municipality agree that unresolved disputes pertaining to this Agreement, other than those contemplated in paragraphs 3 and 20 and Section 3 of Schedule "A", or those related to the sale of the Natural Gas Distribution System as contemplated in paragraphs 10 and 12 hereof, or any other matter within the exclusive jurisdiction of a governmental authority having jurisdiction, will be submitted to arbitration for determination and may be commenced by either Party providing written notice to the other Party stating the dispute to be submitted to arbitration.

The Parties will attempt to appoint a mutually satisfactory arbitrator within ten (10)

business days of the said notice. In the event the Parties cannot agree on a single arbitrator within the ten (10) business days, the dispute will be forwarded to the Commission for resolution or determination.

In the event the Commission declines to assist in resolving the dispute or declines to exercise or claim jurisdiction respecting the dispute, both Parties agree to have the dispute resolved by an arbitration panel in accordance with the following procedure.

Each Party will appoint an arbitrator within the ten (10) business days thereafter by written notice, and the two arbitrators will, together, appoint a third arbitrator within twenty-five (25) business days of written notice for arbitration. The dispute will be heard by the arbitration panel within forty-five (45) business days of the written notice for arbitration unless extended by mutual agreement between the Parties. The arbitration panel will render a decision within twenty (20) business days of the last day of the hearing.

Except, as otherwise expressly provided in this Agreement, the provisions of the Arbitration Act (Alberta) (as amended from time to time) will apply to any arbitration undertaken under this Agreement subject always to the Commission's jurisdiction over any matter submitted to arbitration. Pending resolution of any dispute, the Municipality and the Company will continue to perform their respective obligations hereunder.

- b) The Company will advise the Commission of any dispute submitted to arbitration within ten (10) business days of it being submitted and will advise the Commission of the results of arbitration within ten (10) business days following receipt of the decision of the arbitrator(s).

## **24) Application of Water, Gas and Electric Companies Act**

This Agreement will be deemed to operate as consent by the Municipality to the exercise by the Company of those powers which may be exercised by the Company with the consent of the Municipality under and pursuant to the provisions of the *Water, Gas and Electric Companies Act* (Alberta), as amended.

## **25) Force Majeure**

If either Party fails to meet its obligations hereunder within the time prescribed, and such failure is caused or materially contributed by an event of "force majeure", such failure will be deemed not to be a breach of the obligations of such Party hereunder, but such Party will use its best efforts on a commercially reasonable basis to put itself in a position to carry out its obligations hereunder. The term "force majeure" will mean any acts of God, strikes, lock-outs, or other industrial disturbances, acts of the Queen's enemies, acts of terrorism (either foreign or domestic), sabotage, war, blockades, insurrections, riots, epidemics, lightening, earthquakes, storms, fires, wash-outs, nuclear and radiation activity

or fall-out, restraints of rulers and people, orders of governmental authorities or courts of law having jurisdiction, the inability to obtain any necessary approval from a governmental authority (excluding the Municipality) having jurisdiction, civil disturbances, explosions, mechanical failure, and any other causes similar in nature not specifically enumerated or otherwise specified herein that are not within the control of such Party, and all of which by the exercise of due diligence of such Party could not have been prevented. Lack of finances will be deemed not to be an event of “force majeure”.

## **26) Terms and Conditions**

The Terms and Conditions applicable to the Company and approved by the Commission, as revised or amended from time to time by the Commission, will apply to the Municipality. Nothing in this Agreement is intended to supersede the Terms and Conditions.

## **27) Not Exclusive Against Her Majesty**

Notwithstanding anything to the contrary herein contained, it is mutually understood and agreed the rights, powers and privileges conferred and granted by this Agreement will not be deemed to be exclusive against Her Majesty in right of the Province of Alberta.

## **28) Severability**

If for any reason any covenant or agreement contained in this Agreement, or the application thereof to any Party, is to any extent held or rendered invalid, unenforceable or illegal, then such covenant or agreement will be deemed to be independent of the remainder of this Agreement and to be severable and divisible from this Agreement. The invalidity, unenforceability or illegality will not affect, impair or invalidate the remainder of this Agreement or any part thereof. The intention of the Municipality and the Company is that this Agreement would have been executed without reference to any portion which may, for any reason or to any extent, be declared or held invalid, unenforceable or illegal.

## **29) Amendments**

This Agreement may only be amended by written agreement of the Parties, such amendments to be subject to any regulatory approvals required by law.

## **30) Waiver**

A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the Party to be bound by the waiver. No waiver will be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party.



The waiver by a Party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-compliance under this Agreement (whether of the same nature or any other nature).

### 31) Confidentiality

The Company acknowledges the Municipality is governed by the provisions of the *Freedom of Information and Protection of Privacy Act* (Alberta).

IN WITNESS WHEREOF the Parties hereto have executed these presents as of the day and year first above written.

**(Municipality)**

PER: \_\_\_\_\_

PER: \_\_\_\_\_

**(Company)**

PER: \_\_\_\_\_

PER: \_\_\_\_\_



**SCHEDULE “A” Core Services**

The Company will provide to the Municipality the following basic services as Core Services:

- 1) The Company will deliver Natural Gas to the Consumers in accordance with the Company’s Terms and Conditions, the Company’s Distribution Tariff, the GUA, any regulations thereto, and any Commission orders and decisions.
- 2) The Company will install all Natural Gas facilities required to provide service to the Consumers in accordance with all applicable regulations, codes, applicable standards and common industry practices.
- 3) As required by legislation, the Company will provide and install all necessary regulators and meters necessary for measuring the Natural Gas supplied to each Consumer.
- 4) The Company agrees to collaborate with the Municipality’s emergency response services in an effort to mutually develop emergency response procedures relating to Natural Gas emergencies.
- 5) The Company will provide personnel twenty-four (24) hours a day to investigate and make safe any suspected gas leak inside or outside the Consumer’s premises.
- 6) The Company will utilize the services of qualified personnel for designing all Natural Gas facilities to satisfy all applicable regulatory codes and standards, preparing necessary work order plans and monitoring the distribution network pressures to ensure the Company’s facilities will satisfy the Consumer’s current and future Natural Gas delivery requirements.
- 7) The Company will provide to the Municipality, on request, copies of any and all Natural Gas Distribution Service related written or electronic, where available information or reports required to be filed with the Commission by the Company.
- 8) The Company will provide to the Municipality, upon request and to the extent the information is available, an annual report on the following standards:
  - a) **System Reliability** - will be measured by:
    - i. The number of major outages resulting in a loss of service to Consumers;
    - ii. The number of Consumers affected by each major outage; and
    - iii. The duration of each major outage.
  - b) **Consumer Satisfaction** - will be measured by:
    - i. Company-wide call centre targets and statistics (wait times, abandoned calls, call volumes, etc.); and

- ii. any Consumer complaints received by the Commission.
- c) **Public Safety** - will be measured by:
- i. the number of customer injuries and/or damages due to Natural Gas Distribution System failure;
  - ii. the number of line hits per total locates completed;
  - iii. the number of line hits as a result of inaccurate locates;
  - iv. the percentage of the area of the Municipality surveyed for leaks and yearly cathodic protection measures;
  - v. the number and nature of calls received from the Municipality and any of its Municipal agencies (including fire department, police department etc.) regarding the Natural Gas Distribution System.
- 9) Once per year, upon request and subject to any applicable privacy legislation, the GUA Code of Conduct Regulation or other rules prohibiting or restricting such disclosure, the Company will provide to the Municipality:
- a) The total number of sites billed within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
  - b) The total gigajoules (GJ) of Natural Gas consumed by Consumers billed within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
  - c) The franchise fee revenue billed to Consumers within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
  - d) Where the Municipality is the customer of record and the Municipality provides a list of those sites to the Company on the form provided by the Company:
    - i. The total number of those sites billed within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
    - ii. The total gigajoules (GJ) of Natural Gas at those sites billed within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
    - iii. The franchise fee revenue billed to those sites within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years; and

e) Such other information as may be agreed upon by the Parties from time to time.

Where privacy legislation, the GUA Code of Conduct Regulation or other rules prohibiting such disclosure prevent the Company from providing the information above, the Company will make reasonable attempts to aggregate the information so as to comply with the applicable rules. The Company will not be obligated to provide such aggregated information if it believes such aggregation will not allow the Company to comply with the applicable rules.

- 10) Upon request by either Party, the Company will meet with the Municipality. Through a mutual exchange of information the Company will keep the Municipality apprised of the Company's construction and upgrading programs planned for the Municipal Service Area and the Municipality will advise the Company of any issues or plans relating to, or potentially impacting, the Natural Gas Distribution System.

#### **SCHEDULE "B" Extra Services**

Nothing in this Agreement precludes the Parties from contracting for Extra Services outside the provisions of this Agreement. In the event the Parties do elect to contract for the provision of Extra Services within the provisions of this Agreement and unless otherwise agreed upon by the Parties, nothing in this Agreement will preclude the Company from sub-contracting with third parties for the provision of Extra Services.

Subject to Commission approval, as may be required, any payments from the Municipality to the Company for Extra Services, if agreed to by the Municipality, may be deducted from the Franchise Fee collected from Consumers and otherwise remitted to the Municipality pursuant to paragraph 5 of this Agreement. The timing and quantum of such payments will be as agreed upon by the Parties and set forth as an amendment to this Schedule.



## COUNCIL REPORT

Meeting Date: February 23, 2021

**Subject: Community Gatherings and Festivals Research Initiatives**

**APPROVALS:**

**Jamie Doyle**

\_\_\_\_\_  
Director

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

### **Recommended Motion:**

THAT the Departmental Program Plan, Attachment 1, as outlined by Public Works, Community and Protective Services, and Indigenous and Rural Relations, be accepted as information.

### **Summary and Background:**

On December 3, 2020, Council passed the following resolution:

"THAT Administration research and bring back initiatives that foster community gatherings and festivals" by the end of February 2021. Examples could include community fire pits, community gardens, block parties, festivals, etc."

The conversation surrounding the motion was considered, taking note of the need for short-term, long-term, and simple projects. With that, initiatives have been categorized as either existing or new initiatives included in the 2021 Operating Budget in the Departmental Program Plan (Attachment 1). Enhancement considerations will be given while planning every initiative, whether existing or new, to re-introduce and re-connect our residents as we emerge from this pandemic together.

Notably, rather than cancelling programming in 2020, planned activities were modified and passive opportunities were enhanced.

Benchmarking has been conducted for other Alberta cities and the planned activities proposed in our region in 2021 are consistent with others in the Province. In addition to providing and promoting enhanced passive recreation experiences similar to other communities, the Municipality endeavors to create inventive programming in 2021 to adapt to the current situation.

### **Rationale for Recommendation:**

The Department Program Plan has been prepared to inform Council of all intended programming in 2021. This information serves as a road map for providing support to

the community as they come back together both during and after the pandemic. The Program Plan fits within each department's approved budget. Each department will work to ensure that community gatherings and festivals are both highlighted and enhanced in 2021.

**Strategic Priorities:**

Responsible Government

**Attachments:**

**1. Departmental Program Plan**

**2021 Community Initiatives Presentation**



REGIONAL MUNICIPALITY  
OF WOOD BUFFALO

## Departmental Program Plan

Public Works / Community and Protective Services / Indigenous and Rural Relations

Date: February 23, 2021

### Existing Programs

Branch	Initiative	Timeline	Enhancement Considerations
Recreation	WinterPLAY	Feb 19-28, 2021	3 day event to 10 day event Passive recreation experiences Activation of multiple park amenities (i.e.. Fire pits)
	Canada Day Parade	July 1, 2020	According to AHS guidelines
	Santa Claus Parade	TBA Dec. 2021	According to AHS guidelines
	Community Clean Up	Spring 2021	Create continuous program
	Adopt-a-Trail/Roadway	Spring 2021	Create continuous program
Parks	Lions Park Ice Trail	Every Winter	Program expansion. Passive recreation for residents to enjoy at their leisure.
	Snow packing of Trails	Every Winter	To promote activities in trail systems. Trail use has increased exponentially due to the pandemic.
	Adopt-a-Rinks	Every Winter	Parks has created significantly more adopt-a-rinks in 2020 (from 3 to 14)
	Outdoor Rinks	Every Winter	Usage is up significantly
	Spray Parks	Summer	Have upgraded 3 spray parks, usage has increased significantly
	BBQ Pits	Year Round	Parks have upgraded the pits and are maintaining
	Outdoor Fitness Equipment	Year Round	Usage is up significantly and equipment has been upgraded
	Community Gardens	Spring/Summer	Revamp of program, creation of additional plots, public education opportunities
	Playgrounds	Year Round	103 playgrounds for community members to enjoy (inclusive of Rural)
	Sports Fields (soccer, football, rugby, volleyball, tennis, basketball, pickleball, baseball, softball, cricket)	Spring/Summer/Fall	Priority on opening pending AHS guidelines for both passive and organized sport and recreation
	Paved and Gravel Trails	Year Round	148 km of trails that saw significant use this past year

## Existing Programs

Branch	Initiative	Timeline	Enhancement Considerations
Fort Chipewyan	Fort Chipewyan Winter Carnival	February 26 - March 7	10 day event - Virtual events for 2021 Traditional Events, Talent Shows
	Memorial Hockey Tournament	Jan-Feb	According to AHS guidelines - We provide support for this event
	Valentines Day Basket Social	Mid February	According to AHS guidelines - We provide support for this event
	Easter Family Events	early April 2021	According to AHS guidelines - Event may be held virtually
	Mother's Day Luncheon	May 9 , 2021	According to AHS guidelines - Event cancelled in 2020
	Father's Day BBQ	June 20, 2021	According to AHS guidelines - Event cancelled in 2020
	Local First Nations Treaty Days	Mid June	According to AHS guidelines - We provide support for this event
	Canada Day Parade	July 1, 2021	According to AHS guidelines
	Literacy Camps	July-August	According to AHS guidelines - event cancelled in 2020
	Memorial Softball Tournaments	Mid August	According to AHS guidelines - We provide support for this event
	Community Backpack Campaign	Mid August	According to AHS guidelines - Did door to door delivery in 2020
	Metis Day/Heritage day	Early August	According to AHS guidelines - We provide support for this event
	Fort Chipewyan Fall Fair	Mid September	According to AHS guidelines - We work closely with the Fort Chipewyan Community Garden for this event - Event was held virtually in 2020
	Safe Halloween	October 31, 2021	According to AHS guidelines - event changed to virtual decorating contest for 2020
	Christmas Craft Sale	December 2021	According to AHS guidelines - event cancelled in 2020
Rural (Anzac, GLE, Janvier and Conklin)	BBQ Pits and Gazebo Areas	Year Round	Maintaining Areas
	Community Gardens	Spring/Summer	Maintaining Areas
	Community Rinks	Every Winter	Flooding and Maintaining, added addition smaller rink in Anzac for parents and children to use as well.
	Walking Trails	Year Round	Maintaining trails
	Sports Fields (football, baseball, Soccer)	Spring/Summer/Fall	Priority on opening pending AHS guidelines for organized sport and recreation.
	Playgrounds	Year Round	In all Rural location for Community Members to enjoy.

## Existing Programs

Branch	Initiative	Timeline	Enhancement Considerations
Indigenous and Rural Relations	Senior/Elder Activity Days (Conklin and Janvier)	January -December 2021	Program modified to deliver a Seniors Activity package to the Elders/Seniors. Weekly calls to stay connected with seniors/elders
	Youth Field Trips	Various	Field trips for youth in Conklin and Janvier to visit recreational facilities in the region; following AHS protocols
	Janvier Community Programs	Various	Supporting the community of Janvier and providing some direct delivery of programs once allowed to gather indoors (crafts, quilting, games nights); some activities will move to online platform where possible.
	Community Gardens	Spring/Summer	Encourage residents to participate in the program; Manage the process of assigning the bed to residents
	Santa Claus Parade	December 2021	Will support the involvement of the rural communities (in 2020 - 590 students in Northlands schools received a goodie bag in lieu of the parade)
	Community Clean Up	Spring 2021	Will support the involvement of rural communities in the program
	Support to CIP	Continuous	Support the Agencies that Receive Funding through the Community Investment Program (including setting up meetings, assisting with deliveries, promotion of online programs; communities create programs that best meet their needs)
	Support to Rural Operations	Continuous	Support Rural Operations in the delivery of services to the residents of the rural communities.
	Support Parks Services Branch Programs	Continuous	Work with the Parks Services Branch to expand rural involvement in appropriate programs.
	Support Regional Recreation Corp. Programs and Services	Various	Support the RRC in the promotion of programs and services; collaborate where possible for activities;



## Existing Programs

Branch	Initiative	Timeline	Enhancement Considerations
Community & Protective Services	Alberta Culture Days	Fall 2021	Supports and brings together arts and cultural groups, invites residents to participate and experience local art. Community Organizations are also supported through the Community Investment Program (CIP).
	Heritage Plaque Program	Continuous	Encourages residents to learn more about the heritage of the region and are placed in parks and trails; ongoing annual addition of 3-5 plaques per year.
	igNIGHT	Fall 2021	Supports local artists, invites residents to participate and experience; will work with Communications Departments to enhance promotion and awareness of the event.
	Street Banner, Word on the Street, and Mural Programs	Continuous	Supports local artists, enhances beautification and community participation. Will work to includes arts and culture points of interest in existing virtual maps.
	Seniors Month	June 2021	Working with community organizations, supports a variety of events that promote well-being of seniors.
	Poverty Awareness Week	October 2021	Working with organizations, supports activities that help bring awareness to poverty and homelessness in the community.
	Community Investment Program	Continuous	There are grant programs available to non-profit organizations to financially support the delivery of Community Programs and Projects, Community Events and New Events. In 2021, over 100 programs and events that support community well-being throughout the Region have received funding. Flexibility between the CIP and grant recipients is ongoing, as AHS' COVID restrictions lead to innovative ways for organizations to engage with the residents.

### New initiatives included in the 2021 Budget

Branch	Initiative Description	Timeline	Enhancements
Recreation	ParticipACTION	Spring/Summer 2021	Encourages residents to be active and out in the community with neighbours
	June is Recreation Month	June 2021	Highlighting community recreation opportunities for residents throughout the month
	Movie in the Park	Summer 2021	An opportunity for residents to come back together and enjoy a movie in the park (following AHS guidelines)
	Picnic in the Park	Summer 2021	To coincide with Movie in the Park
	Breakfast in the Park	Summer 2021	Similar to after the 2016 Wildfire, breakfast in the park will be offered in a variety of neighbourhood parks to bring neighbours back together (following AHS guidelines)
Parks	BBQ Pits	Year Round	Parks will add 6 new BBQ pits in 2021
	Disc Golf Sports Field	Spring/Summer	Will be installed in Stonecreek
	Borealis Skating Pond	Winter 2021	To enhance leisure skating opportunities
	Instillation of Wayfinding Signs in the Trails	Summer 2021	To enhance the community's trail experience
	Cricket field upgrades	Spring/Summer	Enhancement and increased opportunities for community members
Fort Chipewyan	ParticipACTION	Spring/Summer 2021	Encourages residents to be active and out in the community with neighbours
	June is Recreation Month	June 2021	Highlighting community recreation opportunities for residents throughout the month
	Picnic in the Park	Summer 2021	An opportunity for residents to come back together and enjoy picnic in the park.
	Elder's Luncheons	Summer 2021	According to AHS guidelines
	Breakfast in the Park	Summer 2021	An opportunity for residents to come back together and enjoy breakfast in a park setting.
Rural (Anzac, GLE, Janvier and Conklin)	Outdoor Fitness Equipment	Year Round	Will be installed in Anzac summer 2021.
Indigenous and Rural Relations	ParticipACTION	Spring/Summer 2021	Working with the Recreation Branch to encourages residents to be active and out in the community with neighbours
	June is Recreation Month	June 2021	Highlighting community recreation opportunities for residents throughout the month

# 2021 Initiatives that Foster Community Gatherings and Festivals

Presenter: Keith Smith, Director

Department: Public Works

Meeting Date: February 23, 2021

# Council Resolution

THAT Administration research and bring back initiatives that foster community gatherings and festivals by the end of February 2021. Examples could include community fire pits, community gardens, block parties etc.



# Public Works Parks Services

## 2021 Events

- WinterPLAY
- Canada Day Parade
- Santa Claus Parade



# Public Works Parks Services

## 2021 Program and Initiatives

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- Lions Park Ice Trail
- Outdoor Rinks
- BBQ Pits
- Paved and Gravel Trails
- Sport Fields
- Playgrounds
- Community Cleanup
- Adopt a Trail/Roadway



# Public Works

## Parks Services

New Initiatives Budgeted for in 2021

- Installation of wayfinding signs in Birchwood Trails
- BBQ Pits
- Community Garden Program
- ParticipACTION
- June is “Recreation Month”
- Movie in the Park/Breakfast in the Park
- Borealis Skating Pond

# Public Works

## Rural South – Anzac, Gregoire Lake Estates, Janvier, Conklin

- Community BBQ Pits
- Gazebo Area
- Community Gardens
- Walking Trails
- Skate Parks/Playgrounds/ Sport Fields
- Community Rinks
- Support Community Groups with WinterFests, Christmas Parades, Anzac Days
- Outdoor Fitness Station in Anzac (New for 2021)



# Public Works

## Rural North

### Fort Chipewyan

- Fort Chipewyan Winter Carnival
- Youth Centre Programming
- Mothers Day Luncheon
- Fathers Day BBQ
- Fort Chipewyan Fall Fair
- Canada Day
- Easter



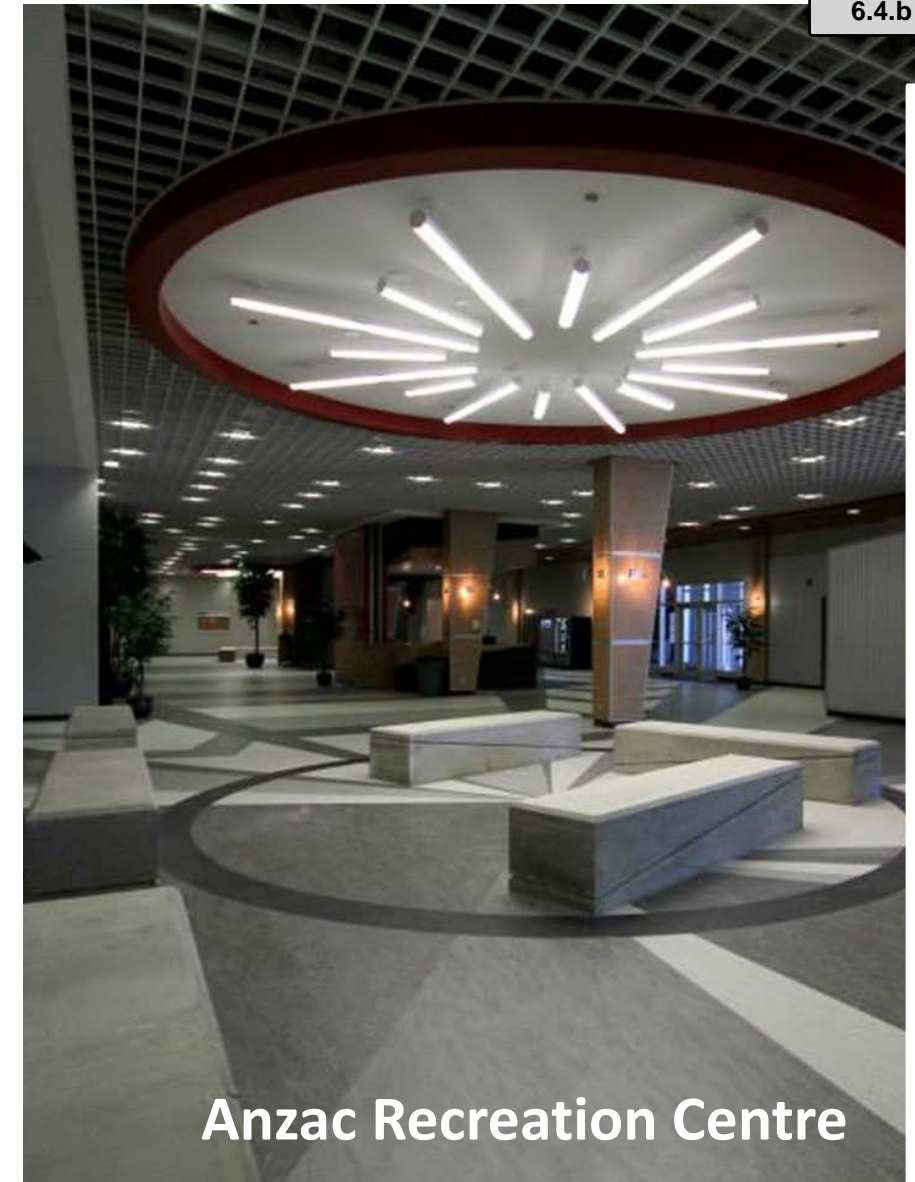
# Indigenous & Rural Relations

- Provides direct delivery of programs and services in the rural communities on an ongoing basis. Programs and services are based on community conversations and identified gaps in programming opportunities.
- 2021 Programs and Initiatives:
  - June is Recreation Month
  - ParticipACTION

# Community & Protective Services

## Community Investment Program

- Social Profit organizations received over \$11M in funding for Community Programs and Projects, Community Events and New Events in 2021.
- \$30M in funding was approved in 2021 for organizations to operate municipal facilities. This provides the ability to foster socialization and provide a diverse range of activities and programs for all residents.



Anzac Recreation Centre





# Community and Protective Services Culture & Social Development

Promotes community well-being through:

Events:

- Alberta Culture Days
- igNIGHT
- Seniors Month
- Poverty Awareness Week

Programs:

- Heritage Plaque Program
- Street Banner Program
- Word on the Street
- Mural Program
- Snow Angel Program
- Mayor's Advisory Council on Youth



Host a Block /  
Community Party

(once guidelines permit)



# 2021 Recreation Program Highlights

## New Programs for 2021:

- Borealis Skating Pond
- Movie / Picnic in the Park
- Breakfast in the Park
- Wayfinding Signs in the Trails
- ParticipACTION
- Outdoor Fitness Equipment
- June is Recreation Month
- Disc Golf

## Enhanced Programs in 2021:

- WinterPLAY
- Lions Park Ice Trail
- Outdoor Skating Rinks
- Adopt-a-Rink
- BBQ Pits
- Community Gardens
- Snow Packing of Trails
- Sliding Hills

# Questions?



## COUNCIL REPORT

Meeting Date: February 23, 2021

**Subject: Bylaw No. 21/006 - Backyard Hen Bylaw and Bylaw No. 21/007 - Amendment to Land Use Bylaw specific to Backyard Hen Pilot Project**

**APPROVALS:**

**Jamie Doyle**

\_\_\_\_\_  
Director

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Chief Administrative Officer

**Recommended Motion:**

1. THAT Bylaw No. 21/006, being the Backyard Hen Bylaw, be read a first time.
2. THAT Bylaw No. 21/007, being a bylaw to amend the Land Use Bylaw, specific to Backyard Hens, be read a first time.
3. THAT a Public Hearing with respect to Bylaw No. 21/006 and Bylaw No. 21/007 be scheduled to occur on March 23, 2021.

**Summary:**

In the Urban Service Area today, hens are not permitted and in the rural communities there is limited ability for residents to keep hens on residential properties. Based on public feedback received, allowing hens in the Urban Service Area would generally be supported by residents. The proposed Backyard Hen Bylaw No. 21/006 ("Pilot Project") amends the Responsible Pet Ownership Bylaw to allow for a Pilot Project to be conducted. The Land Use Bylaw restricts the circumstances under which a resident can keep chickens to settings like farms. Consequently, a second Bylaw No. 21/007 is necessary to amend the Land Use Bylaw so that it permits the keeping of hens where a hen license has been issued under the Backyard Hen Bylaw. The Pilot Project is intended to evaluate impacts associated with backyard hens and assess the appropriateness of hens in the Urban Service Area and rural communities.

**Background:**

On September 1, 2015 a presentation was made to Council requesting that the Land Use Bylaw and Animal Control Bylaw be amended to allow residents to keep urban hens on their residential properties. The presentation outlined the advantages an amendment would have which included supporting the local economy for such things as construction supplies, and feed, and improving community life by fostering a relationship between the consumer and product. At that time several other cities had set a



precedence for allowing hens, including New York, Vancouver, and Portland.

On June 27, 2017 the Land Planning and Transportation Committee heard a presentation from a resident requesting urban backyard hen coops be permitted. A motion was made “that the request to allow backyard hen coops in the Urban Service Area be referred to Administration to be evaluated for possible inclusion in the Land Use Bylaw, currently under development.”

During the Land Use Bylaw re-write process, public engagement included asking residents about backyard hens. Additionally, the online feedback platform also received input from residents who wished to keep hens. In general, the public is in support of this initiative. A background report which reviewed common practices in other cities and literature has not raised major concerns provided that proper regulations are in place, can be found as Attachment 1.

On November 10, 2020 the following resolution was passed by Council:

“THAT Administration develop and bring forward for consideration a pilot project for Backyard Hens including the costs associated with implementing the pilot project.”

Given the resolution does not specifically limit the Pilot Project to the Urban Service Area, it has been expanded across the Municipality. Based on the research and direction given by Council, Administration has prepared the Backyard Hen Bylaw No. 21/006 for consideration, as outlined in Attachment 2.

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

The anticipated budgetary implications related to the passing of this bylaw includes the staff time required to develop and implement the Pilot Project including, but not limited to, accepting and reviewing applications for Pilot Project participants, ongoing monitoring of the Pilot Project, and enforcing the regulations.

Bylaw Officers will require an urban hen training course which ranges in cost from \$50.00 to \$75.00 per person. Additionally, costs would be incurred should hens need to be removed from a residence due to neglect or surrender. The hens would need to be relocated to an approved location within the RMWB to be cared for until the hens could be rehomed. These costs would include daily impound fees, food, veterinary care, and any other associated fees. This Pilot Project will generate modest income from the associated licensing fees.

### **Rationale for Recommendation:**

Based on best practices, a maximum of fifty (50) properties across the Municipality will be considered to participate in the Pilot Project. The initial phase will have a duration of twenty-four months to span over multiple seasons beginning May 1, 2021.

During the Land Use Bylaw public engagement feedback was received from citizens who expressed an interest in raising hens within the RMWB. A review of common practices in other Alberta cities and literature has not raised major concerns provided proper regulations are in place.

Roosters and hens less than sixteen weeks old will not be permitted, and hens will be required to remain within their coop at all times. The participating properties will need to:

1. Have a Single Detached Dwelling or Semi-Detached Dwelling; and,
2. Have a minimum lot area of 400 sq. m.

The Applicant will be required to:

1. Reside at the property;
2. Notify immediately adjacent properties of their intent to participate in the Pilot Project;
3. Complete a Backyard Hen Training Course; and,
4. Apply annually for a License which expires the end of April every year.

The coop will be required to follow the same provisions as an Accessory Building under the Land Use Bylaw. All Federal, Provincial and Municipal Statutes and Regulations shall be met, including the Alberta Building Code. Yards containing coops will also be required to be screened.

Additional conditions will be imposed limiting the number of hens allowed, the conditions of the living area of hens, as well as their treatment in accordance with the proposed bylaw. General care details such as the type of materials used inside the coops, the hen food, or hen species will not be regulated. This is up to the hen owner to decide based on their personal preference and training.

Disposal of hen excrement that is not used for composting or fertilizer will follow the same process as disposal of any pet excrement in accordance with Municipal Bylaws. When disposing of dead hens, they may be taken to a facility that is permitted to dispose of Hens, such as a vet clinic, or they may be disposed of with household waste as they are considered food waste.

Administration will provide a report to Council annually on the status of the project. Prior to the end of the Pilot Project in May 2023 Administration will bring forward a recommendation to Council to either continue or discontinue allowing hens in the urban service area and rural communities based on the results of the Backyard Hen Pilot Project.

COUNCIL REPORT – Bylaw No. 21/006 - Backyard Hen Bylaw and Bylaw No. 21/007 - Amendment to Land Use Bylaw specific to Backyard Hen Pilot Project

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**Strategic Priorities:**

Responsible Government

**Attachments:**

- 1. Backyard Hens Background Report**
- 2. Bylaw No. 21/006 - Backyard Hen Bylaw**
- 3. Bylaw No. 21/007 - LUB Amendment Bylaw - Backyard Hen Pilot Project**

# Backyard Hens Background Report

UPDATED DECEMBER 30, 2020

Attachment: 1. Backyard Hens Background Report (Backyard Hen Pilot Project BL 21/006 and 21/007)

## BACKGROUND

On September 01, 2015, Regional Municipality of Wood Buffalo (RMWB) resident Philip Osborne made a presentation to Council (Appendix A) seeking to amend the Land Use Bylaw and Animal Control Bylaw to allow residents to keep Backyard Hens on their residential properties. He outlined several advantages to this amendment, including supporting the local economy (supplies for construction of hen coops, feed, etc.), improving community life by fostering a relationship between the consumer and product, and that several other cities have set a precedence for allowing Backyard Hens, including New York, Vancouver, and Portland. Council, however, accepted the presentation as information and did not express a desire to move forward with the proposal.

On June 27, 2017, the Land Planning and Transportation Committee (Appendix B) heard a presentation from a resident requesting urban backyard hen coops to be permitted. A motion was made: “that the request to allow backyard hen coops in the Urban Service Area be referred to Administration to be evaluated for possible inclusion in the Land Use Bylaw, currently under development.”

During the Land Use Bylaw re-write process, public engagement in the Urban Service Area has included asking residents about Backyard Hens. Additionally, the online feedback platform has also received input from residents who wish to see Backyard Hens allowed.

More recently, a motion was brought to Council (Appendix C) on November 10, 2020: “That Administration develop and bring forward for consideration a pilot project for Backyard Hens including the costs associated with implementing the pilot project.” This motion does not restrict a hen pilot project only to the urban service area. The pilot project could be expanded to rural communities where backyard hens are not currently allowed.

## POLICY CONTEXT

### Municipal Development Plan

Backyard Hen Pilot Project supports the following goals outlined in the MDP:

#### 3.1.1 Promote commercial and retail development

*Wood Buffalo is experiencing a shortage in commercial and retail services that results in residents spending their money on goods and services outside of the region. In the commercial sector, the most notable gaps include accommodation, arts and entertainment, health care, and education services. **New retail opportunities are also in significant demand as limited shopping is available throughout the region.** The Municipality will strive to ensure there is an adequate supply of land for commercial and retail development and will work to attract and retain businesses that fill identified gaps in the commercial and retail sectors.*

#### *Rationale*

Permitting backyard hens in the Municipality may lead to various business opportunities. There may be a need for retail and other services relating to hens such as hen supply stores, abattoirs, etc.

#### Direction 4.1 Complete, Livable Communities

*Livable communities provide for residents’ basic needs close to where they live. A variety of land uses, including residential, commercial, institutional, and recreational, can be integrated*

*to enable a range of activities in close proximity of one another. These communities are walkable, with convenient access to transit*

where appropriate, thereby providing residents with sustainable options for how they move. Neighbourhoods and communities also have a strong sense of orientation with identifiable centres and they can be designed in a manner that supports the concept of **complete communities by offering and supporting a variety of lifestyle choices**. Given the region's northern location, attention needs to be paid to how communities are designed to suit the climate, particularly with respect to improving access and comfort during the winter season.

#### 4.4.1 Promote access to local food

**Local food production and distribution can provide reliable, secure access to healthy food while helping build a sense of community.** It can also help address the challenges associated with food delivery in remote areas of the region, making food more readily available and affordable. The Municipality will promote local food production through land use policies and regulations that allow opportunities for growing, processing, and distributing food, such as backyard and community gardens, greenhouses, markets, and by preserving the limited agricultural land that exists in the region. The Municipality will also support farmers' markets as social gathering places with the potential of attracting vendors and buyers from neighbouring communities and municipalities.

#### *Rationale*

Backyard hens may encourage interaction between community members through a shared interest or curiosity. While they may not provide a direct economic benefit, hens have positive social benefits and, similar to other pets, may provide enjoyment as well as provide a source of food, which contributes to a liveable community.

#### *Rationale*

Raising backyard hens may increase an individual's access to local, healthy food which is directly related to Direction 4.4 in the Municipal Development Plan. Permitting community members to raise their own hens encourages education about the source of food and will potentially provide a reliable source of fresh eggs.

## LITERATURE REVIEW

### Benefits of Backyard Hens

Social benefits: pets or companions which provide social benefits similar to other types of pets, including improved psychological health, reducing feelings of loneliness, isolation and depression. (Pollock, Stephen, Skuridina, & Kosatsky, 2012)

Additional benefits include the enjoyment from raising a small flock and producing and knowing the source of food. (Dobson & Josephson, 2015)

There is no evidence that there is an economic benefit to producing your own eggs, and the costs of hens may negate any financial benefit. (Pollock, Stephen, Skuridina, & Kosatsky, 2012)

Backyard egg production can provide some food security at the household scale. (Pollock, Stephen, Skuridina, & Kosatsky, 2012)

### Public Health

There are several diseases that are associated with hens:

1. Avian Influenza;
2. Salmonellosis;
3. Campylobacteriosis;
4. Listeria; and,
5. Staphylococcus.

Avian Influenza can be contracted if humans are in direct contact with infected birds (Dobson & Josephson, 2015). Mitigation measures include annual flu shots for those in contact with birds, avoiding chores when a human has the flu, and hand washing and using dedicated equipment (Dobson & Josephson, 2015). However, as a result of media attention, the risk of Avian Influenza is likely overestimated and other diseases are more of a concern (Pollock, Stephen, Skuridina, & Kosatsky, 2012). For example, salmonellosis and campylobacteriosis pose ongoing risk through the consumption of eggs, and handling of hens and their waste (Pollock, Stephen, Skuridina, & Kosatsky, 2012). In a study including 56 urban hen flocks in California, *Salmonella pullorum* was found in 4 out of 21 flocks (Pollock, Stephen, Skuridina, & Kosatsky, 2012). Risk of salmonellosis, campylobacteriosis, listeria, and staphylococcus can be prevented by washing hands before and after handling hens, their by-products, related items and equipment (Dobson & Josephson, 2015).

## Hen Waste

Soiled litter and manure should be removed from the coop daily, including cleaning of any soiled waterers or feeders, and removing any spilled feed (Dobson & Josephson, 2015). Hens produce most of their waste during the night and can create up to four ounces of feces per day (Pollock, Stephen, Skuridina, & Kosatsky, 2012). Hen manure can be used as fertilizer, however a temperature  $>55^{\circ}$  Celsius is required to kill any pathogens (Pollock, Stephen, Skuridina, & Kosatsky, 2012). The Alberta government has information that provides guidance on methods for disposing of hen carcasses including burial, incineration, and composting (Dobson & Josephson, 2015).

## Pests and Nuisance

In addition to being a nuisance, pests, including insects, rodents, wild birds and predators (Dobson & Josephson, 2015) can contaminate feed and carry lice, fleas, and diseases that can infect hens (Pollock, Stephen, Skuridina, & Kosatsky, 2012). Risk of attracting pests can be reduced by maintaining and securing the coop, keeping hens healthy, and securing waste and food (Pollock, Stephen, Skuridina, & Kosatsky, 2012). Another common concern regarding hens is noise. A study conducted in Pleasanton, California, found a hen can squawk up to 5 minutes while laying an egg, which registers 63 dBA at two feet away (Pollock, Stephen, Skuridina, & Kosatsky, 2012). Comparatively, a dog barking can exceed 100 dBA (Pollock, Stephen, Skuridina, & Kosatsky, 2012), and conversational speech is approximately 60 dBA (HealthLinkBC, 2018).

## Coop Design

Consideration should be given to the design of a coop to prevent entry from pests. Roosts should be raised and nesting boxes private, with one box per three to four hens. The coop should have sufficient absorbent litter materials to reduce moisture. The coop should also be located to reduce wind exposure and maximize sun exposure during the winter months (Dobson & Josephson, 2015).

## Education and Hen Needs

The article by (Pollock, Stephen, Skuridina, & Kosatsky, 2012) recommends regulatory agencies provide educational material related to topics including: pest control, manure disposal, personal hygiene, recognizing illness in hens, and basic husbandry principles. The needs of hens are extensive, and include:

1. Light Requirements: light cycles and appropriate light duration and intensity are critically important to maintain and manage egg production and maintain the health of the flock.
2. Nutrition: feed requirements change based on a hen's life stage and metabolism.
3. Winter Considerations: access to feed and water, without the hen getting wet, must always be provided. Consideration should also be given to the type of hens chosen, with small combs and wattles to decrease the risk of frostbite, and lots of feathers for insulation. Appropriate temperature and light is required to prevent eggs from freezing and encourage hens to continue laying eggs all year round.
4. Air Quality, Temperature and Humidity: adequate ventilation and temperature regulation is necessary to keep the coop dry and to maintain appropriate levels of carbon dioxide, ammonia and humidity. Hens can suffer from heat stress and illness from freezing temperatures and too much moisture.
5. Welfare Rights: poultry should be without hunger and thirst, discomfort, fear and distress, pain, injury, and disease.
6. Behaviour: adequate training is required to ensure hens lay eggs in the appropriate location and ensure hens do not engage in eating their own eggs, which can be extremely difficult if not impossible to correct.

(Dobson & Josephson, 2015)

## Regulation

There are requirements under the *Animal Health Act*, requiring owners to apply for a Premises Identification (PID) Account and PID Number and requirements for the distribution and consumption of eggs, and slaughter for personal consumption (Dobson & Josephson, 2015). The article by (Pollock, Stephen, Skuridina, & Kosatsky, 2012) recommends city planners avoid high density pockets of backyard hens to reduce nuisance and waste management concerns. Additionally, banning chicks reduces abandonment of hens and ensures there are no accidental roosters (Pollock, Stephen, Skuridina, & Kosatsky, 2012).



## COMMON PRACTICE REVIEW

During the common practice review process, an effort was made to look at cities across the country, with an emphasis on communities that:

- Are similar in population to Fort McMurray;
- Have a similar climate to Fort McMurray; or,
- Have had experience implementing backyard hens.

The table below indicates the communities that were looked at.

Name	Population
Edmonton, AB	899,447 (2016)
Red Deer, AB	99,832 (2016)
St. Albert, AB	64,645 (2016)
High River, AB	1,290 (2011)
City of Airdrie, AB	61,842 (2016)
Lacombe, AB	12,728 (2014)
Okotoks, AB	8,235 (2011)
Strathcona County, AB	98,044 (2016)
Vancouver, BC	2,264,823 (2016)
Campbell River, BC	35,139 (2016)
City of Surrey, BC	517,887 (2016)
Victoria, BC	84,289 (2014)
Kitchener, ON	204,668 (2006)
Gatineau, QU	276,338 (2014)
Saskatoon, SA	254,569 (2014)
Whitehorse, YU	25,085 (2016)

Based on the research conducted, information was grouped based on common themes, which are discussed in further detail below.

### Pilot Project

Whether a Pilot Project Was Conducted	Number of Communities
Yes	8
No, Backyard Hens were approved outright	6
No Backyard Hens are not allowed at all	2

Based on the common practice review, most communities conducted a Pilot Project. Of the Alberta communities, six (6) conducted a pilot project while only one (1), High River, approved Backyard Hens outright. Other communities who approved Backyard Hens outright are mostly in British Columbia, and include Whitehorse and Kitchener, Ontario.

### Home Slaughter

All of the communities that allow Backyard Hens prohibit home slaughter of hens.

## Number of Hens

Maximum Number of Hens	Number of Communities
3	3
4	6
6	3
10 (for large lots)	1
15	1

The most common maximum number of hens allowed by communities is four (4), followed by three (3). In addition, two communities require a minimum number of hens (two and three), which is largely due to hen welfare concerns.

## Age of Hens

Three communities require a minimum age of hens to be 16 weeks (4 months) of age. This is to reduce the likelihood a male chick is mistakenly selected.

## Free Roaming

All of the communities that allow Backyard Hens prohibit hens from free roaming. This helps to reduce the threat of predators, ensure hens remain on the property, contains noise and waste, and maintains the safety of hens.

## Lot Size

Most communities do not require a minimum lot size to allow Backyard Hens. Three cities do have lot size restrictions, requiring a minimum of 300m<sup>2</sup>, 450m<sup>2</sup>, and 669m<sup>2</sup>.

## Insurance Required

Only two communities require third party liability insurance to be provided by an applicant for Backyard Hens.

## Setbacks

Although the required setbacks vary from one community to the next, the following principles are the most common:

- 3.0m separation between the coop and a dwelling, including windows and doors;
- 1.0m-1.5m separation between the coop and the side property line; and,
- 1.0m – 2.0m separation between the coop and the rear property line.

## Development Permit Requirements for a Coop

None of the communities require Development Permits for a coop, but do have regulations that apply and must be followed.

## Building Permit Requirements for a Coop

Typically, Building Permits are required if the structure is greater than 10.0m<sup>2</sup>.

## Departments Responsible for Urban Hens

Department Responsible For Urban Hens	Number of Communities
Planning	2
Animal Control	3

<b>Both</b>	<b>3</b>
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In other communities, there is a split between Backyard Hens falling under the Planning Department, Animal Control, and a combination of both. Where there is a combination, the Planning Department is typically responsible for the regulations and setbacks that apply to the coop, while Animal Control is responsible for the licensing of hens and any enforcement or concerns.

## Education and Training

Five communities require completion of a course or for the hen keeper to provide evidence of experience or training in keeping hens.

## Waste

Most communities require waste management to varying degrees. Some of the common requirements include:

- Each hen enclosure must be maintained free from noxious or offensive smells;
- A maximum 3 cubic feet (0.08 cubic metres) of waste is allowed on a lot at a time and shall be within a fully enclosed and animal proof container;
- All manure not used for composting shall be removed from the property in accordance with Municipal Bylaws; and,
- Waste enclosures shall be located at least three metres from the nearest property line.

Specifically, Vancouver has effective language in their requirements and includes:

*Maintain each hen enclosure in good repair and sanitary condition, and free from vermin and obnoxious smells and substances; remove leftover feed, trash, and manure in a timely manner; store manure within a fully enclosed structure, and store no more than three cubic feet of manure at a time; remove all other manure not used for composting or fertilizing.*

## Pilot Time Frame

Of the communities that conducted pilot projects, the time frame of the pilot ranged from eighteen months to three years.

## Neighbour Consent

<b>Neighbour Consent Required</b>	<b>Number of Communities</b>
<b>Consent Required</b>	6
<b>No Requirement</b>	11

Most communities do not require neighbour consent at all, while some required either consent or allowed feedback to influence the issuance of a hen license. For example, Lacombe, AB allows the authority to refuse to grant or renew a license if 50 percent or more neighbours are not in support of the application. In the case of the City of Edmonton, consent was required for the pilot project, but is now no longer required.

## Surrendering Hens

<b>Methods for Surrendering Hens</b>	<b>Number of Communities</b>
<b>Veterinarian</b>	10
<b>Relocate to a Farm</b>	10
<b>Licensed Abattoir</b>	10

<b>Other licensed operation authorized to execute a hen</b>	6
<b>Poundkeeper</b>	2
<b>Mobile Slaughter Unit</b>	2

Most communities have included regulations regarding the surrendering of hens. The most common options are to take them to a Veterinarian, relocate them to a farm, or take them to a Licensed Abattoir.

### Euthanizing or Disposing of Deceased Hens

Most communities have included regulations regarding how to euthanize or dispose of deceased hens. These options include:

- Veterinarian;
- Licensed abattoir;
- Landfill (for deceased hens); and,
- Other operations that are authorized to accept a deceased hen.

### Distribution of Eggs, Manure, or Meat

<b>Distribution Options</b>	<b>Number of Communities</b>
<b>Prohibited</b>	12
<b>Egg Distribution Allowed</b>	3

Most communities prohibit the distribution of hen related products, including eggs, manure, and meat. Only two communities allow for the distribution of eggs, and those communities are in British Columbia.

### Vaccination Requirements

<b>Vaccination Requirements</b>	<b>Number of Communities</b>
<b>Biosecurity Procedures</b>	5
<b>No Requirements</b>	12

No communities have vaccination requirements, however five require biosecurity procedures to be followed.

### Pest Control

Most communities address pest control by regulating feed storage and specifying that the coop needs to be constructed in a way to prevent rodents from harbouring under or within the coop.

### Noise Mitigation

Most communities address noise mitigation through a Noise Bylaw and by requiring hens to be in their coop during certain hours.

### Inspections

Some communities have language in their Bylaws or in the license itself to allow for an animal control officer to inspect the premises in response to complaints or prior to issuance of a license.

### License Renewal

Most communities' hen licenses are issued annually and are not transferable.

## Number of Licenses

Two communities limit the number of licenses that are issued; Red Deer and Okotoks limits one license per 1,500 people.

## PUBLIC ENGAGEMENT FEEDBACK

Three key methods of collecting public feedback regarding Backyard Hens have been used:

1. An online survey for the Land Use Bylaw re-write, which also includes some responses regarding Backyard Hens;
2. Engagement for the Land Use Bylaw re-write in the Urban Service Area in June 2018 asked for feedback regarding Backyard Hens; and,
3. A trade show in April 27-29, 2018 received some feedback regarding Backyard Hens.

## Online Survey Results

Of the eleven (11) responses received, four (4) responses (36%) were in relation to Backyard Hens and supportive.

## June 2018 Land Use Bylaw Engagement for the Urban Service Area

The following questions were asked during engagement with the following responses:

1. What animals should be allowed in residential districts, other than domestic pets? For example, should hens and bees be allowed?

Yes: 8 (67%)

No: 4 (33%)

2. Are there concerns with animals other than domestic pets being kept in residential districts?

Yes: 7 (70%)

No: 3 (30%)

Two verbal comments were also received that were in opposition to Backyard Hens, however these comments were directed towards roosters and noise concerns.

## April 27-29, 2018 Trade Show

During the tradeshow, three comments regarding Backyard Hens were received. Two of the comments were in support of Backyard Hens, with one comment specifying hens are appropriate on larger corner lots and that approval from neighbours should not be required. One of the comments were in opposition to Backyard Hens.

## Online Survey Results From 2020

During the most recent Land Use Bylaw engagement, although no additional feedback regarding hens was sought, responses were received. 4 responses specifically provided support for hens.

## STAKEHOLDER FEEDBACK

Following the literature review and common practice review, it was found that additional questions required more detailed responses.

## Alberta Health Services

An email was sent to Alberta Health Services with the following question:

1. Are there any public health concerns relating to hens in the urban setting, specifically Fort McMurray? If there are public health concerns, what regulations could be put in place to mitigate those?

The response provided an in-depth document which contains environmental public health considerations. The document recommends Municipalities establish restrictions for Backyard hens, including:

- Require mandatory licensing of Backyard Hens;
- Limit the number and types of hens and require minimum lot sizes and hen enclosures;
- Specify cleaning frequency and disposal of manure;
- Limit egg distribution;
- Provide educational material regarding animal care;
- Not allow chicks and roosters;
- Prohibit slaughter of hens in yards; and,
- Prohibit the sale of eggs or hen meat.

Widespread illness related to poultry in Canada is low and is not likely to increase by allowing Backyard Hens. Food Regulations (31/2006) prevent the sale of hen and/or eggs or use of hen and/or eggs to prepare food for the public. Nuisance regulations (243/2003) require action if nuisances such as pests or odours, are identified.

### Veterinary Clinics

The following veterinary clinics were contacted:

1. Aurora Veterinary Clinic;
2. Fort McMurray Animal Hospital; and,
3. Wood Buffalo Small Animal Hospital.

Aurora Veterinary Clinic and the Wood Buffalo Small Animal Hospital do not accept hens for treatment or surrender. They are able to accept deceased hens and send them to Aaron Enterprises in Nisku, who then cremates them. Northern Veterinary Services currently has a vet who is able to treat ill hens, and they are also able to dispose of deceased hens.

### River City Chickens

River City Chickens is a volunteer led organization in Edmonton that provides resources, advocacy, and education to prospective backyard hen keepers in Edmonton. A volunteer who responded indicated that she felt courses were very helpful, even for those who have had hens in the past since raising them in an urban context is different from the rural. They were also asked whether they would be able to provide training in Fort McMurray. One of the instructors, who is also a vet, would be able to provide the training in Fort McMurray, but would require airfare.

### SPCA

The SPCA has indicated that they are not equipped to be able to accept surrendered Backyard Hens. They did mention that MacKenzie Kennels is able to accept them. MacKenzie Kennels is currently operating under a Development Permit for Animal Service Facility, Major (DP2009-1553).

## ATTACHMENTS

1. Appendix A: September 1, 2015 Council Meeting Minutes
2. Appendix B: June 27, 2017 Land Planning and Transportation Committee Meeting Minutes
3. Appendix C: November 10, 2020 Council Meeting Minutes

**Minutes of a Meeting of the Council of the Regional Municipality of Wood Buffalo held in the Council Chamber at the Municipal Offices in Fort McMurray, Alberta, on Tuesday, September 01, 2015, commencing at 6:00 p.m.**

**Present:** M. Blake, Mayor  
 T. Ault, Councillor  
 L. Bussieres, Councillor  
 J. Cardinal, Councillor  
 S. Germain, Councillor  
 K. McGrath, Councillor  
 P. Meagher, Councillor  
 J. Stroud, Councillor  
 C. Tatum, Councillor  
 A. Vinni, Councillor

**Absent:** J. Chadi, Councillor

**Administration:** M. Ulliac, Chief Administrative Officer  
 D. Leflar, Chief Legislative Officer  
 A. Rogers, Senior Legislative Officer  
 A. Hawkins, Legislative Officer  
 D. Soucy, Legislative Officer

**Call To Order**

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

**National Anthem**

The National Anthem was performed by local student, Olivia Heskett.

**Adoption of Agenda**

Moved by Councillor J. Stroud that the Agenda be adopted as presented.

CARRIED UNANIMOUSLY

**Minutes of Previous Meetings**

**1. Minutes from Council Meeting - August 25, 2015**

Moved by Councillor K. McGrath that the Minutes of the Council meeting held on August 25, 2015 be approved as presented.

CARRIED UNANIMOUSLY



**Delegations**

2. **Mr. Philip Osborne, Philtech Enterprises, re: Urban Chickens (amend Land Use Bylaw and Animal Control Bylaw to allow for the keeping of backyard chickens in the Urban Service Area)**  
(6:09 p.m. – 6:21 p.m.)

**Philip Osborne, Philtech Enterprises**, provided a presentation on why, in his opinion, the Land Use and the Animal Control Bylaws should be amended to allow backyard chickens in the Urban Service Area of the Municipality.

**Exit and Return**

Councillor K. McGrath exited the chamber at 6:10 p.m. and returned at 6:12 p.m.

Moved by Councillor P. Meagher that the presentation from Mr. Philip Osborne be received as information.

CARRIED UNANIMOUSLY

**Reports**

3. **Capital Projects Status Update – Second Quarter, 2015**  
(6:22 p.m. – 6:49 p.m.)

Moved by Councillor T. Ault that the Capital Projects Status Update, Second Quarter, 2015 be accepted as information.

**Kola Oladimeji, Director of Finance, and Emdad Haque, Director of Engineering**, provided an overview of the Capital Projects Status as at June 30, 2015.

**Exit and Return**

Councillor K. McGrath exited the chamber at 6:34 p.m. and returned at 6:38 p.m.

An inquiry was made into the expected completion date for LED light conversion in the Rural Service Areas. Administration committed to looking into this item.

A request was made to have Administration identify the 2005 project in the amount of \$147.44m that is listed in Table 3: Summary of Open Projects by Year, and to further break down Table 3 to identify funds spent in 2015 separately for multi-year capital projects. Administration committed to providing the information to Council in the next status update.

It was requested that Administration explore the possibility of relocating available used transit shelters, as an interim measure, to new and/or existing transit stops that do not presently have shelters prior to the winter season.

CARRIED UNANIMOUSLY

**4. Second Quarter 2015 Financial Performance Update**  
(6:49 p.m. – 7:13 p.m.)

Moved by Councillor P. Meagher that the Second Quarter 2015 Financial Performance Update be accepted as information.

**Kola Oladimeji, Director of Finance, and Pat Sibilleau, Manager of Financial Planning,** introduced the Second Quarter 2015 Financial Performance Update.

Exit and Return

Councillor S. Germain exited the chamber at 7:01 p.m. and returned at 7:03 p.m.

CARRIED UNANIMOUSLY

**5. Amendment of Procurement Policy - PUR-100**  
(7:13 p.m. – 7:52 p.m.)

Councillor P. Meagher presented the following recommendation for consideration “that the amendment to Procurement Policy - PUR-100, dated September 1, 2015, be approved”. Discussion ensued relating to the content of the proposed policy.

Moved by Councillor S. Germain that the Procurement Policy PUR-100 be referred back to Administration for review and incorporation of provisions relating to: protection against exceeding expenditure thresholds; consideration of local vendors within accepted thresholds (NWPTA and AIT) and inclusion of local resources for advertising (i.e. REDLink).

CARRIED UNANIMOUSLY

Recess

A recess occurred between 7:52 p.m. and 8:05 p.m.

Councillors' Motions

**6. Municipal Recruitment and Hiring**  
(8:05 p.m. – 8:45 p.m.)

Moved by Councillor L. Bussieres that the Chief Administrative Officer is hereby directed to ensure that recruitment and hiring for all approved and vacant full-time equivalent permanent positions below the Director level is suspended effective immediately, except for positions that must be filled in order to ensure the Regional Municipality of Wood Buffalo meets legal or legislated requirements, until either:

- (a) the operating budget for 2016 is approved by Council; or
- (b) the result of the Operational Review directed by Council on July 7, 2015 is presented to Council, or

- (c) a review of all currently vacant full-time positions is carried out and a report on that review is presented to Council including recommendations for positions that could be eliminated;
- whichever of (a), (b) or (c) first occurs.

DEFEATED

For: T. Ault, L. Bussieres, S. Germain,  
K. McGrath

Opposed: M. Blake, J. Cardinal, P.  
Meagher, J. Stroud, C. Tatum,  
A. Vinni

**7. Residential and Industrial Land Uses – Separation Distances and Shared Access**  
(8:46 p.m. – 9:01 p.m.)

Moved by Councillor A. Vinni that Administration be directed to carry out a comprehensive review and analysis, encompassing all land use districts throughout the Regional Municipality of Wood Buffalo, of:

- (a) appropriate separation distances between residential developments and industrial developments, including lands proposed for future residential and industrial developments, and
- (b) appropriate protocols and conditions for shared use of roadways that serve or are intended to serve as access to both residential and industrial developments;

and incorporate the results and conclusions of such review and analysis into subdivision regulations and development regulations in the new Land Use Bylaw currently being prepared for Council's consideration.

Exit and Return

Councillor K. McGrath exited the chamber at 8:57 p.m. and returned at 8:58 p.m.

CARRIED UNANIMOUSLY

**Adjournment**

As all scheduled business matters had been concluded, Mayor M. Blake declared the meeting adjourned at 9:01 p.m.

\_\_\_\_\_  
Mayor

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

**Unapproved Minutes of a Meeting of the Land Planning and Transportation Committee held in the Council Chamber at the Municipal Offices in Fort McMurray, Alberta, on Tuesday, June 27, 2017, commencing at 3:30 p.m.**

**Present:** T. Ault, Chair  
J. Stroud, Vice-Chair

**Absent:** C. Tatum, Councillor

**Administration:** E. Hutton, A/Interim Chief Administrative Officer  
A. Rogers, Chief Legislative Officer  
D. Soucy, Legislative Officer

**Call to Order**

Chair T. Ault called the meeting to order at 3:30 p.m.

**Adoption of Agenda**

Moved by Councillor J. Stroud that the Agenda be adopted as presented.

CARRIED UNANIMOUSLY

**Minutes of Previous Meeting**

**1. Minutes of Land Planning and Transportation Committee - May 16, 2017**

Moved by Councillor J. Stroud that the Minutes from the Land Planning and Transportation Committee meeting held on May 26, 2017 be approved as presented.

CARRIED UNANIMOUSLY

**Delegations**

**2. KC Hutchins re: Backyard Chicken Coops**  
(3:32 p.m. – 3:54 p.m.)

**KC Hutchins, resident**, provided an overview of her request to consider permitting urban backyard chicken coops, noting they would provide a sustainable food source and an educational experience for children.

Moved by Councillor T. Ault that the request to allow backyard chicken coops in the Urban Service Area be referred to Administration to be evaluated for possible inclusion in the new Land Use Bylaw, currently under development.

CARRIED UNANIMOUSLY

**New and Unfinished Business****3. Bylaw No. 17/012 – Reserve Designation Removal and Sale of Portion Block R1, Plan 7520462 (Gregoire)**

(3:55 p.m. – 4:01 p.m.)

**Jamie Doyle, Director, Planning and Development**, provided an overview of the proposed bylaw to remove the reserve designation and subsequent sale of the land, noting that the net proceeds of the sale will be directed towards parks and recreational activities in the Municipality.

Moved by Councillor J. Stroud:

- that proposed Bylaw No. 17/012, being a bylaw to remove a portion of the Reserve designation within Block R1, Plan 7520462, be forwarded to Council for consideration of first reading and scheduling of the required public hearing; and
- that, subject to the passing of Bylaw No. 17/012, a 0.32 hectare (0.79 acre) portion of the parcel legally described as Block R1, Plan 7520462 be disposed of, at market value subject to the terms and conditions outlined in Attachment 2 (Summary of Land Sale Terms and Conditions, dated April 24, 2017).

CARRIED UNANIMOUSLY

**4. Bylaw No. 17/018 - Road Closure and Authorization to Transfer**

(4:02 p.m. – 4:08 p.m.)

**Jamie Doyle, Director, Planning and Development**, spoke to the proposed road closure bylaw and land transfer.

Moved by Councillor J. Stroud that the following be recommended to Council for approval:

- that proposed Bylaw No.17/018, to close parts of Road Plan 152 3389, be considered for first reading and scheduling of the required public hearing; and
- that, subject to the road closure, Administration be authorized to proceed with the transfer of parts of Road Plan 152 3389 to Centron Group of Companies for the purpose of a land consolidation.

CARRIED UNANIMOUSLY

Attachment: 1. Backyard Hens Background Report (Backyard Hen Pilot Project BL 21/006 and 21/007)

**5. South Policing Facility**  
(4:09 p.m. – 4:13 p.m.)

**Marc Fortais, Manager, Property Leasing and Lorna Dicks, Royal Canadian Mounted Police (RCMP) Officer in Charge**, provided an overview of the proposed lease for the portion of the South Policing Facility occupied by the RCMP.

Moved by Councillor J. Stroud that the following be recommended for Council Approval:

That the Municipality enter into a lease with Her Majesty The Queen, in Right of Canada as represented by the Minister responsible for the Royal Canadian Mounted Police (hereinafter called the “RCMP”) for a proportion of the space of the South Policing Facility, subject to the terms and conditions set out in Attachment 1 (South Policing Facility – Building Lease Terms and Conditions, dated June 1, 2017).

CARRIED UNANIMOUSLY

**6. One-way Street Conversion for Sibley Road**  
(4:14 p.m. – 4:22 p.m.)

**Robert Billard, Director, Public Works and Transit Services**, provided an overview of the proposed transition to a one-way operation for Sibley Road to address residents’ traffic safety concerns.

Moved by Councillor J. Stroud that it be recommended to Council that Sibley Road be transitioned to a one-way north bound operation between Sifton Avenue and Silver Springs Drive.

CARRIED UNANIMOUSLY

**7. Willow Square Lands Update**  
(4:23 p.m. – 4:32 p.m.)

**Jamie Doyle, Director, Planning and Development**, provided an update on the Willow Square Lands, noting that a master plan for the continuing care facility is being developed with the multiple stakeholders involved.

**8. On Street Parking Update**  
(4:32 p.m. – 4:43 p.m.)

**Dawny George, Director, Engineering and Environmental Services, and Mazhar Hajhossein, Manager, Infrastructure Planning and Development Services**, provided an update on the on street parking study, noting the results are anticipated to come forward to Council by the end of August.

**Adjournment**

As all scheduled business matters had been concluded, Chair T. Ault declared the meeting adjourned at 4:43 p.m.

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Chair

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Chief Legislative Officer

**Minutes of a Meeting of the Council of the Regional Municipality of Wood Buffalo held via Electronic Communications, a combination of video conferencing and teleconferencing, in the Council Chamber at the Syncrude Athletic Park Clubhouse in Fort McMurray, Alberta, on Tuesday, November 10, 2020, commencing at 4:00 PM.**

**Present:**

Don Scott, Mayor  
 Mike Allen, Councillor  
 Krista Balsom, Councillor  
 Bruce Inglis, Councillor  
 Sheila Lalonde, Councillor  
 Keith McGrath, Councillor  
 Phil Meagher, Councillor  
 Verna Murphy, Councillor  
 Jeff Peddle, Councillor  
 Jane Stroud, Councillor  
 Claris Voyageur, Councillor

**Administration:**

Jamie Doyle, Chief Administrative Officer  
 Jade Brown, Chief Legislative Officer  
 Matthew Hough, Deputy Chief Administrative Officer  
 Deanne Bergey, Director, Community Services  
 Jody Butz, Regional Fire Chief  
 Chris Davis, Acting Director, Legal Services  
 Dennis Fraser, Director, Indigenous and Rural Relations  
 Matthew Harrison, Director, Communications & Stakeholder Relations  
 Kelly Hansen, Strategic Planning & Business Initiatives  
 Brad McMurdo, Director, Planning & Development  
 Linda Ollivier, Director, Financial Services  
 Rachel Orser, Director, Supply Chain Management  
 Keith Smith, Director, Public Works  
 Dennis Warr, Director, Engineering  
 Heather Fredeen, Legislative Officer

**1. Call to Order**

Mayor D. Scott called the meeting to order at 1:33 p.m.

**2. In-Camera Session (at 1:30 p.m.)**



**MOTION:**

THAT Council close items 2.1, 2.2 and 2.3 to the public pursuant to sections 19(1), 21(1) and 24(1) of the *Freedom of Information and Protection of Privacy Act*.

<b>RESULT:</b>	<b>CARRIED [UNANIMOUS]</b>
<b>MOVER:</b>	Mike Allen, Councillor
<b>SECONDER:</b>	Krista Balsom, Councillor
<b>FOR:</b>	Scott, Allen, Balsom, Inglis, Lalonde, McGrath, Meagher, Murphy, Peddle, Stroud, Voyageur

**2.1 Advice from Officials – Information Briefing**

(in camera pursuant to section 24(1) of the *Freedom of Information and Protection of Privacy Act*)

Briefing #1 Land Matter

Name	Reason for Attending
Jamie Doyle	Chief Administrative Officer
Matthew Hough	Deputy Chief Administrative Officer
Jade Brown	Legislative Advice/Clerk
Jody Butz	Regional Fire Chief
Matthew Harrison	Communications and Stakeholder Relations
Brad McMurdo	Director, Planning and Development
Dennis Warr	Director, Engineering

Briefing #2 Operational Briefing

Name	Reason for Attending
Jamie Doyle	Chief Administrative Officer
Matthew Hough	Deputy Chief Administrative Officer
Jade Brown	Legislative Advice/Clerk
Linda Ollivier	Director, Financial Services

**2.2. Disclosure Harmful to Intergovernmental Relations**

(in camera pursuant to section 21(1) of the *Freedom of Information and Protection of Privacy Act*)

Briefing #1

Name	Reason for Attending
Jamie Doyle	Chief Administrative Officer
Matthew Hough	Deputy Chief Administrative Officer
Jade Brown	Legislative Advice/Clerk
Tany Yao	MLA, Fort McMurray-Wood Buffalo

Briefing #2

Name	Reason for Attending
Jamie Doyle	Chief Administrative Officer
Matthew Hough	Deputy Chief Administrative Officer
Jade Brown	Legislative Advice/Clerk
Dennis Fraser	Director, Indigenous and Rural Relations
Janine Kruse	Manager, Indigenous and Rural Relations

**2.3. Advice from Officials – Confidential Evaluations**

(In camera pursuant to sections 24(1) and 19(1) of the *Freedom of Information and Protection of Privacy Act*)

Due to time constraints item 2.3 did not proceed.

Recess

A recess occurred between 3:45 p.m. and 4:00 p.m., at which time the meeting was reconvened in public in the Council Chamber.

**MOTION:**

THAT the meeting reconvene in public.

**RESULT:** CARRIED [UNANIMOUS]  
**MOVER:** Krista Balsom, Councillor  
**SECONDER:** Bruce Inglis, Councillor  
**FOR:** Scott, Allen, Balsom, Inglis, Lalonde, McGrath, Meagher, Murphy, Peddle, Stroud, Voyageur

**3. Adoption of Agenda (Public Session at 4:00 p.m.)****MOTION:**

THAT the Agenda be amended by adding “EMS Dispatch” as Agenda Item 7.4.; and  
 THAT the Agenda be adopted as amended.

**RESULT:** CARRIED [UNANIMOUS]  
**MOVER:** Mike Allen, Councillor  
**SECONDER:** Bruce Inglis, Councillor  
**FOR:** Scott, Allen, Balsom, Inglis, Lalonde, McGrath, Meagher, Murphy, Peddle, Stroud, Voyageur

#### 4. Consent Agenda

##### MOTION:

THAT the recommendations contained in items 4.1, 4.2, 4.3 and 4.4 be approved.

##### 4.1 Minutes of Council Meeting - October 27, 2020

THAT the Minutes of the Council Meeting held on October 27, 2020, be accepted as presented.

##### 4.2 Minutes of Council Organizational Meeting - October 27, 2020

THAT the Minutes of the Council Organizational Meeting held on October 27, 2020, be accepted as presented

##### 4.3 Scheduling of 2021 Budget Meetings

THAT a Special Council Meeting be scheduled to take place virtually commencing at 9:00 a.m. each day from December 1 to December 4, 2020 to consider the 2021 Proposed Budgets and Financial Plants

##### 4.4 Cancellation of Keyano College Grant

THAT \$16,850,000 be de-committed from the Capital Infrastructure Reserve, that was committed on November 29, 2019 to fund the Keyano College Theatre and Arts Centre; and

THAT this report satisfy the outstanding November 29, 2019 resolution of Council on this matter.

<b>RESULT:</b>	<b>CARRIED [UNANIMOUS]</b>
<b>MOVER:</b>	Sheila Lalonde, Councillor
<b>SECONDER:</b>	Keith McGrath, Councillor
<b>FOR:</b>	Scott, Allen, Balsom, Inglis, Lalonde, McGrath, Meagher, Murphy, Peddle, Stroud, Voyageur

#### 5. Recognition

##### 5.1. Proclamations National Day of Remembrance for Road Crash Victims Louis Riel Day

Mayor D. Scott proclaimed November 18, 2020 as National Day of Remembrance for Road Crash Victims and November 16, 2020 as Louis Riel Day.

Mayor D. Scott provided remarks in recognition of Remembrance Day.

## **6. Presentations**

### **6.1. Gregg Saretsky and Kevin Weidlich, Fort McMurray Wood Buffalo Economic Development & Tourism (FMWBEDT) re: FMWBEDT 2020 Update**

Gregg Saretsky, Chair, and Kevin Weidlich, Chief Executive Officer, Fort McMurray Wood Buffalo Economic Development & Tourism, provided an annual update on the FMWBEDT's business recovery efforts and current initiatives related to the four pillars of the organization. It was noted that their recent name change from the "Wood Buffalo Economic Development Corporation" to "Fort McMurray Wood Buffalo Economic Development & Tourism" is reflective of place brand marketing strategies.

#### **Exit and Return**

Councillor C. Voyageur exited the meeting at 4:31 p.m. and returned at 4:38 p.m.

### **6.2. Diana Noble, Wood Buffalo Development Advisory Committee re: Annual Progress Report and Recommendations**

Diana Noble, Chair, Wood Buffalo Development Advisory Committee (WBDAC), provided a presentation on the WBDAC's priorities for 2020 and the Committee's recommendations to Council for 2021 to support the Planning and Developments Department's request for a third party consultant to review their departmental processes and expeditious enhancements for facilitating change-of-use requests.

### **6.3. Liana Wheeldon, Wood Buffalo Waterfront Advisory Committee re: Annual Progress Report**

Liana Wheeldon, Chair, Wood Buffalo Waterfront Advisory Committee (WBWAC), provided a presentation on the WBWAC's priorities for 2020 and the Committee's recommendation to Council for 2021 to support the creation of a wayfinding plan to enhance waterfront development.

### **6.4. Roy Williams and Jean Marc Guillamot, Wood Buffalo Downtown Revitalization Advisory Committee re: Annual Progress Report and 2021 Recommendations**

Roy Williams, Chair, and Jean Marc Guillamot, Vice-Chair, Wood Buffalo Downtown Revitalization Advisory Committee (WBDRAC), provided a presentation and highlighted the Committee's 2020 achievements as well as the Committee's priorities and recommended actions for 2021 including beautification, neighborhood safety and pedestrian friendliness in the downtown core.

**Business Arising - Wood Buffalo Downtown Revitalization Advisory Committee and Wood Buffalo Waterfront Advisory Committee Recommendations**

Matthew Hough, Deputy Chief Administrative Officer and Monica Lance, Project Manager, Office of the Deputy Chief Administrative Officer, spoke in support of the Wood Buffalo Downtown Revitalization Advisory Committee's priorities and recommended infrastructure and enhancement actions and requested that the required funding and funding source for implementation be approved.

**MOTION:**

THAT the Wood Buffalo Downtown Revitalization Advisory Committee 2021 Priorities and Recommended Infrastructure and Enhancement Actions be accepted; and

THAT Administration be directed to implement the actions and priorities as recommended by the Committee with any funding required for implementation to come from the approved unallocated Downtown Revitalization Capital Project budget.

<b>RESULT:</b>	<b>CARRIED [UNANIMOUS]</b>
<b>MOVER:</b>	Keith McGrath, Councillor
<b>SECONDER:</b>	Phil Meagher, Councillor
<b>FOR:</b>	Scott, Allen, Balsom, Inglis, Lalonde, McGrath, Meagher, Murphy, Peddle, Stroud, Voyageur

**7. New Business****7.1. 2020 Request for Property Tax and Accounts Receivable Arrears Write-Off**

Linda Ollivier, Director, and Maureen Deverdenne, Manager, Financial Services, provided an overview of the report and noted that although property tax arrears are written off; external collection efforts are still ongoing.

**MOTION:**

THAT the recommended Property Tax and Accounts Receivable Arrears Write-Off of \$628,370.85 dated November 10, 2020, as outlined in Attachment 1, be approved.

<b>RESULT:</b>	<b>CARRIED [UNANIMOUS]</b>
<b>MOVER:</b>	Verna Murphy, Councillor
<b>SECONDER:</b>	Jeff Peddle, Councillor
<b>FOR:</b>	Scott, Allen, Balsom, Inglis, Lalonde, McGrath, Meagher, Murphy, Peddle, Stroud, Voyageur

## 7.2. 2020 Reserve Bids and Sale Conditions for Tax Sale Properties

Linda Ollivier, Director, and Maureen Deverdenne, Manager, Financial Services, provided an overview of the report noting that efforts to reach agreements with property owners who are in property tax arrears, will continue until the date of the public auction.

### MOTION:

THAT the reserve bids and sale conditions be established as listed in Attachment 1, 2020 Reserve Bids and Sale Conditions for Tax Sale Properties, dated November 10, 2020.

<b>RESULT:</b>	<b>CARRIED [UNANIMOUS]</b>
<b>MOVER:</b>	Jeff Peddle, Councillor
<b>SECONDER:</b>	Jane Stroud, Councillor
<b>FOR:</b>	Scott, Allen, Balsom, Inglis, Lalonde, McGrath, Meagher, Murphy, Peddle, Stroud, Voyageur

## 7.3. Strategic Plan Progress Report, 2nd and 3rd Quarters: April 1 - September 30, 2020

Kari Westhaver, Director, Human Resources, and Kelly Hansen, Director, Strategic Planning & Business Initiatives, provided a presentation on the 2<sup>nd</sup> and 3<sup>rd</sup> Quarter Strategic Plan Progress Report.

### Actions:

Administration committed to provide Council with the following:

- Draper geotechnical report related to slope stability (4c Delivery of Water and Sewer Servicing).
- Truth and Reconciliation Newsletters (4a Truth and Reconciliation Commission Calls to Action).
- Update on the East Clearwater Highway (ECH) draft cost benefit study report led by the province (4h Transportation Strategy).

### MOTION:

THAT the Strategic Plan Progress Report for 2<sup>nd</sup> and 3<sup>rd</sup> Quarters, 2020 be accepted as information.

**RESULT:** CARRIED [UNANIMOUS]  
**MOVER:** Sheila Lalonde, Councillor  
**SECONDER:** Claris Voyageur, Councillor  
**FOR:** Scott, Allen, Balsom, Inglis, Lalonde, McGrath, Meagher, Murphy, Peddle, Stroud, Voyageur

#### 7.4. EMS Dispatch

Councillor M. Allen introduced the motion and highlighted the importance of keeping the delivery of EMS Dispatch within the Municipality.

#### MOTION:

THAT Administration be directed to allocate funding in the proposed 2021 budget for the delivery of EMS Dispatch in the Regional Municipality of Wood Buffalo.

**RESULT:** CARRIED [UNANIMOUS]  
**MOVER:** Mike Allen, Councillor  
**SECONDER:** Verna Murphy, Councillor  
**FOR:** Scott, Allen, Balsom, Inglis, Lalonde, McGrath, Meagher, Murphy, Peddle, Stroud, Voyageur

### 8. Councillors' Motions

#### 8.1. Backyard Hens Pilot Project (Cr. V. Murphy)

Councillor V. Murphy introduced the item recommending that a backyard hens pilot project be enacted.

KC Hutchins, resident, spoke in support of the motion indicating that a backyard hens pilot project would be a sustainable food source for the region.

Theresa Wells, resident, wrote in opposition of the motion due factors such as predation, nuisances (i.e. noise, odour, waste management) and nonalignment with Council's strategic plan.

Paulina Clarke, resident, wrote in support of the motion as it would promote a healthier, more diverse, and sustainable region.

Jolanta and Wes Hubert, residents, wrote in support of the motion indicating it would provide a natural resource for eggs.

#### Exit and Return

Councillor S. Lalonde exited the meeting at 6:47 p.m. and returned at 6:50 p.m.

Councillor C. Voyageur exited the meeting at 6:59 p.m. and returned at 7:11 p.m.

**MOTION:**

THAT Administration develop and bring forward for consideration a pilot project for Backyard Hens including the costs associated with implementing the pilot project.

<b>RESULT:</b>	<b>CARRIED [7 TO 4]</b>
<b>MOVER:</b>	Verna Murphy, Councillor
<b>SECONDER:</b>	Sheila Lalonde, Councillor
<b>FOR:</b>	Allen, Balsom, Lalonde, Meagher, Murphy, Stroud, Voyageur
<b>AGAINST:</b>	Scott, Inglis, McGrath, Peddle

## 8.2. Advocacy and Lobbying Effort - Online and Telephone Voting (Cr. V. Murphy)

Councillor V. Murphy introduced the item and encouraged Council to advocate to the Provincial Government to amend the *Local Authorities Election Act* to allow for Internet and telephone voting.

Councillor V. Murphy moved the following motion:

“THAT Council conduct an advocacy and lobbying effort to the Provincial Government, including authorizing the Mayor, on behalf of Council, to send a letter to the Minister of Municipal Affairs, to amend the *Local Authorities Election Act* to include provisions for on-line voting and telephone voting.”

Mayor D. Scott proposed a friendly amendment to add the words “safe and secure” prior to the words “on-line voting and telephone voting” and the words “only if election integrity can be maintained” following “telephone voting”, which was accepted by Councillor V. Murphy.

Council then voted on the motion with the friendly amendment included:

**MOTION:**

THAT Council conduct an advocacy and lobbying effort to the Provincial Government, including authorizing the Mayor, on behalf of Council, to send a letter to the Minister of Municipal Affairs, to amend the *Local Authorities Election Act* to include provisions for safe and secure on-line voting and safe and secure telephone voting, only if election integrity can be maintained.

<b>RESULT:</b>	<b>CARRIED [UNANIMOUS]</b>
<b>MOVER:</b>	Verna Murphy, Councillor
<b>SECONDER:</b>	Krista Balsom, Councillor
<b>FOR:</b>	Scott, Allen, Balsom, Inglis, Lalonde, McGrath, Meagher, Murphy, Peddle, Stroud, Voyageur



**9. Councillor Reporting/Information Updates**

Council Members provided updates on various initiatives and events in the region.

**Adjournment**

The meeting adjourned at 7:55 p.m.

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Mayor

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Chief Legislative Officer

**BYLAW NO. 21/006****A BYLAW TO REGULATE THE KEEPING OF HENS IN THE REGIONAL MUNICIPALITY OF WOOD BUFFALO.**

**WHEREAS** pursuant to Section 7 of the *Municipal Government Act*, R.S.A. 2000, c. M-26 (the “MGA”), a Council may pass bylaws for municipal purposes respecting: the safety, health and welfare of people and the protection of people and property; wild and domestic animals, and activities in relation to them; and the enforcement of bylaws;

**AND WHEREAS** pursuant to Section 8 of the MGA, a Council may, in a bylaw, regulate or prohibit and to provide for a system of licences, permits or approvals.

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

**PART 1 – PURPOSE, DEFINITIONS, AND INTERPRETATION****PURPOSE**

1. The purpose of this Bylaw is to regulate and control the keeping of *backyard hens* within the Regional Municipality of Wood Buffalo.

**SHORT TITLE**

2. This Bylaw may be cited as the “*Backyard Hen Bylaw*”.

**DEFINITIONS AND INTERPRETATION**

3. For the purpose of administering the provisions of this Bylaw, the following definitions shall apply:
  - (a) “Adjoining Neighbour” means an owner or occupant of a property that is contiguous to a *parcel* along a common property line and where the *parcel* is a corner lot, includes an owner or occupant of a property that is adjacent to the *parcel* across a rear lane, but not across a street;
  - (b) “Bylaw Enforcement Officer” means a Peace Officer as defined in the *Provincial Offences Procedure Act* and includes any person appointed by the Municipality pursuant to section 555 of the *Municipal Government Act*, RSA 2000, c. M-26;
  - (c) “Clerk” means the clerk of the Community Standards Appeal Committee;

- (d) “Community Standards Appeal Committee” means the committee established pursuant to the Regional Municipality of Wood Buffalo’s *Community Standards Appeal Committee Bylaw No. 19/001*, as amended or replaced.
- (e) “Coop” means a *hen house* and attached *outdoor enclosure* used for the keeping of *backyard hens* that has a floor area no greater than 10.0 square metres and is no more than 2.4 metres in height;
- (f) “Council” has the meaning prescribed in the *Municipal Government Act*;
- (g) “Hen” or “backyard hen” means a domesticated female chicken which is 16 weeks of age or older that is kept for non-commercial purposes or as a domestic pet;
- (h) “Hen house” means a fully enclosed weather-proof building forming part of a Coop;
- (i) “Land Use Bylaw” means the Regional Municipality of Wood Buffalo *Land Use Bylaw No 99/059*, as amended or replaced;
- (j) “Licence” means a valid *License*, issued pursuant to this Bylaw by the Regional Municipality of Wood Buffalo to a person, that allows the person to keep *Hens* on a parcel;
- (k) “Licence holder” means a person who has been issued a License;
- (l) “Licensing authority” means the Chief Administrative Officer of the Regional Municipality of Wood Buffalo or their delegate;
- (m) “Notice of Appeal” means a Notice of Appeal pursuant to the *Community Standards Appeal Committee Bylaw No. 19/001*, as amended or replaced.
- (n) “Outdoor enclosure” means a secure, enclosed, and roofed outdoor structure attached to and forming part of a Coop;
- (o) “Parcel” means a description of land as identified on a certificate of title as registered at the Alberta Land Titles Office;
- (p) “Principal building” means a building which, in the opinion of the Development Authority, is the primary building associated with the approved use on a *Parcel*;

- (q) “Privacy fence” means a solid fence with a continuous height of no less than 2.0 metres or the maximum height permitted by *Land Use Bylaw*, whichever is lesser, that creates a visual barrier and which conceals view of the enclosed Parcel and prevents entry by predators.
- (r) “Rooster” means a male chicken;
- (s) “Semi-detached dwelling” has the meaning prescribed in the *Land Use Bylaw*; and
- (t) “Single detached dwelling” has the meaning prescribed in the *Land Use Bylaw*.

## **PART 2 – PROHIBITIONS**

### 4. No person shall:

- (a) keep a chicken unless it is:
  - i. a Hen kept pursuant to a License; or
  - ii. kept on a Parcel that has been approved for extensive agriculture, intensive agriculture, or a separate land use designation which expressly allows for the keeping of chickens through the Land Use Bylaw;
- (b) keep less than 2 Hens;
- (c) keep more than 4 Hens;
- (d) sell eggs, manure, meat, or other products derived from a Hen;
- (e) slaughter a Hen;
- (f) allow a Hen to roam outside of a Coop;
- (g) dispose of a live Hen except by delivering it to an operation that is lawfully permitted to dispose of chickens, such as a farm, abattoir, or veterinarian;
- (h) dispose of a deceased Hen except through regular waste collection; or,

- (i) keep a Hen in a building, dwelling, cage, kennel, shelter or any structure other than a Coop; or
- (j) keep a *Hen* without a Premises Identification under the *Alberta Animal Health Act*, SA 2007 c A-40.2

### **PART 3 – BACKYARD HEN LICENCE**

- 5. No more than 50 Licenses shall be issued and valid at any given time within the Regional Municipality of Wood Buffalo.
- 6. The keeping of Hens is a development under the Land Use Bylaw but does not require a development permit under the Land Use Bylaw if Hen keeping complies with and is licensed under this Bylaw.
- 7. An application for a License shall be made by:
  - (a) submitting a completed application using the forms provided by and as otherwise directed by the Licensing authority; and,
  - (b) paying the non-refundable License fee of \$150.00.
- 8. To be eligible for a License, an applicant must:
  - (a) satisfy the Licensing authority that the Parcel on which the Hens will be kept:
    - i. is owned by the applicant or where the applicant is not the owner, the owner has consented to the application in writing in the form prescribed by the Licensing authority;
    - ii. occupies at least 400 square metres; and
    - iii. contains a Principal Building that is either a Single detached dwelling or a Semi-detached dwelling;
  - (b) satisfy the Licensing authority that the applicant:
    - i. resides on the Parcel where the Hens will be kept;
    - ii. has completed a Hen training course to the satisfaction of the Licensing authority;

- iii. will implement biosecurity measures that are adequate, in the sole discretion of the Licensing authority, to reduce the risk of exposing the Hens to infectious disease;
    - iv. has notified adjoining neighbors of the application; and
    - v. will obtain a Premises Identification under the *Alberta Animal Health Act*, SA 2007 c A-40.2;
  - (c) submit building plans for the Coop to the Licensing authority demonstrating that for each Hen to be housed in the Coop:
    - i. the Hen house has a minimum floor area of 0.37 square metres and the Outdoor enclosure has a minimum floor area of 0.92 square metres; and,
    - ii. the Coop contains one nest box and one perch at least 15 centimetres long; and,
  - (d) provide any other information requested by the Licensing authority.
9. The Licensing authority may revoke a License or refuse to issue or renew a License, without refund or compensation to the applicant or License holder, for any of the following reasons:
- (a) the applicant does not meet the requirements of this Bylaw;
  - (b) the License holder has, in the opinion of the Licensing authority based on reasonable grounds, contravened this Bylaw or the License whether or not the contravention has been prosecuted;
  - (c) the License was issued based on incorrect information or a misrepresentation by the license holder; or
  - (d) in the opinion of the Licensing authority on reasonable grounds, it is in the public interest to do so.
10. The Licensing authority may refuse to accept an application or refuse to issue or renew a License when the maximum number of Licenses under the Bylaw has been reached.
11. The Licensing authority may issue a License subject to conditions.

12. The Licensing authority will notify an Adjoining Neighbour when a license is issued.
13. A License is non-transferable and is only approved for the License holder and the Parcel identified on the License.
14. A License shall expire one year following the date of issuance and must be renewed annually.
15. A License does not take effect until:
  - (a) the 14 day appeal period has expired, if no appeal was received during the appeal period; or
  - (b) the Community Standards Appeal Committee has made a decision on any appeal and that decision upholds the issuance of the License.
16. Where there is a Hen on a Parcel the owner of the Parcel is guilty of an offence unless there is a License or separate lawful authority authorizing the keeping of Hens on the Parcel.
17. Any person who provides the Licensing authority with false or misleading information on an application for a License is guilty of an offence.

#### **PART 4 – KEEPING OF BACKYARD HENS**

18. Each Hen must be provided with food, water, shelter, light, ventilation, care, and opportunities for essential behaviors such as scratching, dust-bathing, and roosting necessary to maintain the Hen in good health.
19. Each Hen must be kept in the Coop at all times.
20. A License holder must:
  - (a) comply with all conditions of the License and this Bylaw;
  - (b) maintain the Coop in good repair and sanitary condition, free from pests and noxious or offensive smells and substances as determined by a Bylaw Enforcement Officer;
  - (c) construct and maintain the Coop to prevent any animal or rodent from harbouring underneath, within, or inside the Coop's perimeter;

- (d) keep the Hens secured in the Hen house from 11:00 p.m. to 7:00 a.m.;
  - (e) immediately remove any feed, trash or manure from the Parcel upon notice from a Bylaw Enforcement Officer;
  - (f) store feed within a fully enclosed, animal proof container with an air-tight seal;
  - (g) store manure within a fully enclosed, animal proof container with an air-tight seal;
  - (h) not store more than 3 cubic feet of manure on the Parcel at any time;
  - (i) immediately remove all manure from the Parcel that is not intended for use in composting or fertilizing; and
  - (j) dispose of any manure in accordance with Municipal bylaws.
21. All Hen houses must be located in a rear yard.
22. A Hen house shall not be located within:
- (a) 1.0 metre of the side or rear property lines of a Parcel; or
  - (b) 3.0 metres of a dwelling.
23. The rear yard of a Parcel containing a Coop must be enclosed by a Privacy fence.

#### **PART 5 - APPEALS**

24. An applicant or License holder may appeal a decision to refuse a License, revoke a License or issue a License subject to conditions within 14 days of the decision by submitting a Notice of Appeal to the Clerk.
25. An Adjoining Neighbour may appeal a decision to issue a License within 14 days of the decision by submitting a Notice of Appeal to the Clerk only where the grounds of the appeal are:
- (a) that the keeping of Hens on the Parcel is likely to have a materially adverse effect on the health of the Adjoining Neighbour or of a person living in the premises of the Adjoining Neighbour; or
  - (b) a reason or factor listed in clauses 9 (a) or (c) of this Bylaw.



26. Upon receiving a Notice of Appeal under section 24 or 25, the Community Standards Appeal Committee shall hear the appeal and may either:
- (a) confirm the decision to refuse or revoke a License;
  - (b) direct the Licensing authority to issue a License, with or without conditions; or
  - (c) direct the Licensing authority to reinstate a License, and where it directs that a License be reinstated, the Community Standards Appeal Committee may vary any condition provided however that it shall not vary the expiry date of the License.

#### **PART 6 – ANIMAL CONTROL OPERATIONS AND ENFORCEMENT**

27. This Bylaw may be enforced by any Bylaw Enforcement Officer.
28. Pursuant to this Bylaw, License holders shall make themselves and their Coop available for inspection upon reasonable request by the Bylaw Enforcement Officer.
29. The Licensing authority may require a License holder to take any disease mitigation measures or environmental mitigation measures determined necessary in the sole discretion of the Licensing authority at any time.
30. Sections 95 to 120A inclusive of the Responsible Pet Ownership Bylaw 19/025, including all associated enforcement and penalty provisions, apply to this Bylaw for the purpose of enforcement.

#### **PART 7 – REPEAL AND COMING INTO EFFECT**

31. Every provision of this Bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalid for any reason by a Court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.
32. Any reference to an enactment or bylaw is a reference to such enactment or bylaw as amended or replaced from time to time.
33. This Bylaw comes into effect May 1, 2021 and shall automatically be repealed at the conclusion of the associated pilot project on March 31, 2023.

## **PART 8 – CONSEQUENTIAL AMENDMENTS**

34. The *Community Standards Appeal Committee Bylaw No. 19/001* is amended by:
- (a) adding the following definition after 2.(k) and re-lettering the definitions thereafter sequentially “Hen Licensing Decision” a decision by the licensing authority to issue, renew, revoke or refuse to issue a licence under the Backyard Hen Bylaw, as amended or replaced.
  - (b) adding the words “appeal of a Hen Licensing Decision,”
    - i. at section 2.(c) and 2.(m) after “MGA Order,”;
    - ii. at section 2.(r) after “of the Act,”;
  - (c) at section 25.(e) adding “a Hen Licensing Decision or” after “where the application is to appeal”;
  - (d) at section 30.(b) adding the words “a Hen Licensing Decision,” after “in the case of”;
  - (e) renumbering section 24 as section 24.1 and adding the following as section 24.2:
    - i. Only a person who is the applicant, the license holder or an adjoining neighbour may appeal a Hen Licensing Decision as specified in the Backyard Hen Bylaw.
35. The *Responsible Pet Ownership Bylaw No. 19/025* is amended by adding the following to section 91 “Prohibited Animals”:
- 91.9 a “Hen” as defined by the *Backyard Hen Bylaw No. 21/006*, which may be allowed where a licence is granted in accordance with the said bylaw.

Read a first time this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Read a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Read a third time and final time this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

SIGNED and PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

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

**BYLAW NO. 21/007****A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO AMEND THE LAND USE BYLAW NO. 99/059**

**WHEREAS** pursuant to Sections 639 and 191(1) of the *Municipal Government Act*, a Council may pass and amend a land use bylaw;

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

1. The *Land Use Bylaw 99/059*, as amended, is hereby further amended by adding the following section immediately after section 76.10:

76.11 Notwithstanding section 76.7, a “*Hen*” as defined by the *Backyard Hen Bylaw No. 21/006* may be allowed where a *Backyard Hen Licence* is granted in accordance with said bylaw.

2. This Bylaw comes into effect May 1, 2021.

Read a first time this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Read a second times this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Read a third time and final time this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

SIGNED and PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

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



**Subject: Sanitary Sewer Backwater Prevention Program Policy  
OPE-050 Amendment**

**APPROVALS:**

**Jamie Doyle**

\_\_\_\_\_  
Director

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

**Recommended Motion:**

THAT the amended Sanitary Sewer Backwater Prevention Program Council Policy OPE-050 coming into effect on March 1, 2021 as outlined in Attachment 1 be approved.

THAT no further budget be allocated at this time and, should there be a requirement for further funding, a request be brought forward to Council once the current budget funds have been exhausted.

**Summary:**

On December 15, 2020, Council approved the Sanitary Sewer Backwater Prevention Program Policy OPE-050 (Policy) via the following motions:

THAT Attachment 2, Proposed Backwater Prevention Program, be amended by adding the following as section 3.6.1.2.:

If the property is within the Flood Hazard Area as designated in the Flood Hazard Map of the Province of Alberta, the Municipality will provide a Grant of \$3,000 or the cost to complete the eligible work, whichever is less; and

THAT the Sanitary Sewer Backwater Prevention Program - Policy OPE-50, as outlined in Attachment 2, as amended, be approved, to come into effect March 1, 2021; and

THAT \$1,000,000 be allocated from the Emerging Issues Reserve to fund the Backwater Prevention Program.

The Flood Hazard Maps provided by the Province are still in draft format and may not be available prior to the program's commencement date of March 1, 2021. Also, these only take into consideration the ground elevation, as opposed to the underground infrastructure which may be affected by a flooding event. As a result, the Municipality

has created Flood Hazard “Maps” to identify “Grant” funding eligibility.

The “Maps”, located in the Appendices of the Policy, focus on Flood Hazard areas making each area easily distinguishable, if it is Zone 1 (\$1,500) or Zone 2 (\$3,000), based on underground elevation. All areas within the Region not identified on the “Maps” are considered to fall under Zone 1.

Details of the application process (sub-section 3.5. Application) were also added to the Council Policy.

### **Background:**

The Sanitary Sewer Backwater Prevention Program “Grant” provides up to \$1,500 subsidy to eligible property owners to install a “Backwater Valve” on their “Sanitary Sewer Service”. If the “Property” is within the Flood Hazard areas identified in Zone 2 on the “Maps”, the Municipality will provide a “Grant” of up to \$3,000 provided criteria outlined in the Policy is met. Priority will be given to properties located within Zone 2 for applications received in 2021.

When developing the Policy, Administration undertook jurisdictional scans of over twenty (20) communities across Canada to review comparable programs for their educational components, additional flood prevention and risk reduction measures, relevancy of design, and subsidy amounts. With this in mind, the scope for the program has been revised from the Urban Service Area, Fort McKay, and Fort Chipewyan systems to include the Region. The rationale for the extended coverage area is that many rural service areas do not have piped sanitary sewer systems (an eligibility requirement); however, should this service be introduced in the future, new connections will require backwater prevention devices.

### **Alternatives:**

Council may wait until the Provincial Flood Hazard Maps become available (unidentified timeline) and postpone the program’s start date of March 1, 2021.

Limit the extent of the program offering to the Urban Service Area and the communities of Fort McKay and Fort Chipewyan to allow sufficient time to assess the uptake in the program prior to introducing it throughout the Region.

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

A total of \$1,000,000 has been allocated from the Emerging Issues Reserve to fund the Sanitary Sewer Backwater Prevention Program, as approved by Council at the December 15, 2020, meeting. In order to prevent excessive carry forward, Administration recommends that no further budget be allocated at this time and, should there be a requirement for further funding, that a request be brought forward to Council once the current budget funds have been exhausted. The budget for the program in 2022 will be confirmed based upon the participation and disbursements to “Recipients” reported in 2021.

**Strategic Priorities:**

Responsible Government

**Attachments:**

- 1. Sanitary Sewer Backwater Prevention Program Policy OPE-050**
- 2. Sanitary Sewer Backwater Prevention Program Policy OPE-50\_Red-Line**

# COUNCIL POLICY



REGIONAL MUNICIPALITY  
OF WOOD BUFFALO

Document Name: Sanitary Sewer Backwater Prevention Program

Department Name: Environmental Services

Document Number: OPE-050

Effective Date: March 01, 2021

Next Revision Date: March 01, 2024

## **STRATEGIC PLAN LINKAGE**

Strategic Priority 1 – Responsible Government

## **PURPOSE AND OBJECTIVE**

The purpose of the Sanitary Sewer Backwater Prevention Program Policy (“Policy”) is to:

1. establish a Residential Backwater Valve Grant Program (“the Grant Program”);
2. outline value of the Grants;
3. determine Grant eligibility under the Policy; and
4. establish a Basement Flooding Prevention Education Program (“the Education Program”).

The objective of this Policy is to increase community resilience to flooding events due to surcharging in the sanitary sewer system. The Grant Program aims to reduce the overall impact to residential basements due to flooding by the installation of Backwater Valves, and the Education Program aims to reduce the likelihood of sanitary sewer surcharge events by providing residential property owners with information and actionable steps to reduce the risk of backwater flow into residences via the sanitary sewer system.

## **GENERAL PRINCIPLES**

### **1. Definitions:**

- 1.1. “Applicant” means a property owner, a property owner’s representative, or a tenant (with property owner permission) who submits an application.
- 1.2. “Backwater Valve” means a mechanical device installed on a Sanitary Sewer Service that automatically closes when the sanitary sewer system surcharges.
- 1.3. “Eligible Costs” means the cost of the Backwater Valve or the Manual Valve and the labour associated with its installation.
- 1.4. “Grant” means a transfer of monies from the Municipality to a Recipient for a project or purpose according to the requirements outlined in the Sanitary Sewer Backwater Prevention Program Administrative Procedure OPE-050-P01.



- 1.5. "Manual Valve" means a mechanical device installed on the Sanitary Sewer Service that can be manually closed and opened to hydraulically disconnect the Sanitary Sewer Service from the rest of the sanitary sewer system.
- 1.6. "Municipality" means the Regional Municipality of Wood Buffalo.
- 1.7. "Property" means a lot or parcel of land together with all the building structures located thereon.
- 1.8. "Recipient" means an Applicant that is approved by the Municipality to receive a Grant.
- 1.9. "Residential" means a building that is regularly used by its occupants as a permanent place of abode, which is made of one's home as opposed to one's place of business, and which has housekeeping and cooking facilities for its occupants only.
- 1.10. "Sanitary Sewer Service" means those pipes used to remove sanitary sewer from the building to the sewer mains.
- 1.11. "Maps" means the maps provided in Appendix A: Waterways, Appendix B: Lower Town Site, and Appendix C: Fort Chipewyan.

## **2. Responsibilities:**

### **2.1. Council to:**

- 2.1.1. approve this Policy;
- 2.1.2. approve any amendments to this Policy.

### **2.2. Chief Administrative Officer (CAO) to:**

- 2.2.1. recommend any amendments to this Policy;
- 2.2.2. support the implementation of this Policy; and
- 2.2.3. review and support any amendments to the Grant Program or Education Program.

## **3. Residential Backwater Valve Grant Program**

### **3.1. Grant Program Area:**

- 3.1.1. The Grant Program applies to eligible Applicants and building types within the Municipality.

### **3.2. Grant Program Duration:**

- 3.2.1. The Municipality will accept complete applications starting on March 01, 2021.
- 3.2.2. Funding will be provided on a first-come, first-service basis, for successful Recipients until the budget for the Grant Program has been exhausted.

However, priority will be given to those residents that are located within Zone 2, as identified on the Maps.

### **3.3. Grants:**

3.3.1. The Grant Program provides the following Grants:

3.3.1.1. Backwater Valve Grant; and

3.3.1.2. Manual Valve Grant.

3.3.2. Funding will be provided in the form of a reimbursement Grant up to the values identified in sections 3.7.1 and 3.8.1 whereby funds are paid to Recipients upon the successful completion of the work and confirmation by the Municipality.

### **3.4. Municipal Control:**

3.4.1. The Municipality may close the Grant Program to new Applications at any time without notice.

3.4.2. The Municipality reserves the right to determine Applicant participation in the Grant Program on a case-by-case basis.

3.4.3. The Municipality may terminate the Grant Program at any time without notice.

### **3.5. Application:**

3.5.1. The Applicant may complete a self assessment for eligibility for the Grant Program based on the criteria posted on the Municipality's website.

3.5.2. Applicants must submit applications to the Environmental Services Department no later than three months after a successful final inspection (unless the work was completed between May 01, 2020 and March 01, 2021).

3.5.3. The Environmental Services Department will administer the program in accordance with the requirements outlined in the Sanitary Sewer Backwater Prevention Program Administrative Procedure OPE-050-P01. Incomplete applications will be referred back to the Applicant for revision.

### **3.6. General Eligibility Criteria:**

3.6.1. The Recipient must be the property owner(s), a property owner's legal representative, or a tenant with written permission from the property owner(s).

3.6.2. The Applicant has obtained all required permits and approvals prior to completing the work and applicable inspections are completed by the Municipality.

3.6.3. The installation of the Backwater Valve or Manual Valve must have occurred after May 01, 2020.

3.6.4. The following are ineligible for the Grant Program:

- 3.6.4.1. Non-Residential buildings;
- 3.6.4.2. Residential units whose Sanitary Sewer Service is not located on or below the ground floor of the building;
- 3.6.4.3. Sanitary Sewer Services that service to more than one Residential unit;
- 3.6.4.4. Residential buildings that were constructed after 2000; and
- 3.6.4.5. Residential units that already have a Backwater Valve installed.
- 3.6.5. The following must be satisfied and will be verified by the Municipality at the time the Recipients request reimbursement:
  - 3.6.5.1. Property taxes must be current and paid;
  - 3.6.5.2. Utility bills must be current and paid;
  - 3.6.5.3. Properties must not have an unresolved order to comply with the Land Use Bylaw, Building Code, Fire Code, Nuisance Bylaw, or other regulation; and
  - 3.6.5.4. Applicant is not a party to a legal dispute with the Municipality.

### **3.7. Backwater Valve Grant:**

#### **3.7.1. Grant Value:**

- 3.7.1.1. The Municipality will provide a Grant of \$1,500 or the cost to complete the eligible work, which ever is less.
- 3.7.1.2. If the property is within Zone 2 on the Maps, the Municipality will provide a Grant of \$3,000 or the cost to complete the eligible work, whichever is less.

#### **3.7.2. Additional Eligibility Criteria:**

- 3.7.2.1. In addition to section 3.6, the following shall also be met to be eligible:
  - a. For applications received in 2021, priority will be given to Properties located within Zone 2.
  - b. The Applicant has installed a new Backwater Valve on their Sanitary Sewer Service.

### **3.8. Manual Valve Grant:**

#### **3.8.1. Grant Value:**

- 3.8.1.1. The Municipality will provide a Grant of \$150 or the cost to complete the eligible work, which ever is less.

**3.8.3. Additional Eligibility Criteria:**

- 3.8.3.1. In addition to section 3.6, the following shall also be met to be eligible:
- a. The Property is located within Zone 2.
  - b. The Applicant has installed a new Manual Valve on their Sanitary Sewer Service.
  - c. The Applicant is eligible for and has received the Backwater Valve Grant in section 3.7 or the Applicant's Sanitary Sewer Service has an existing Backwater Valve.

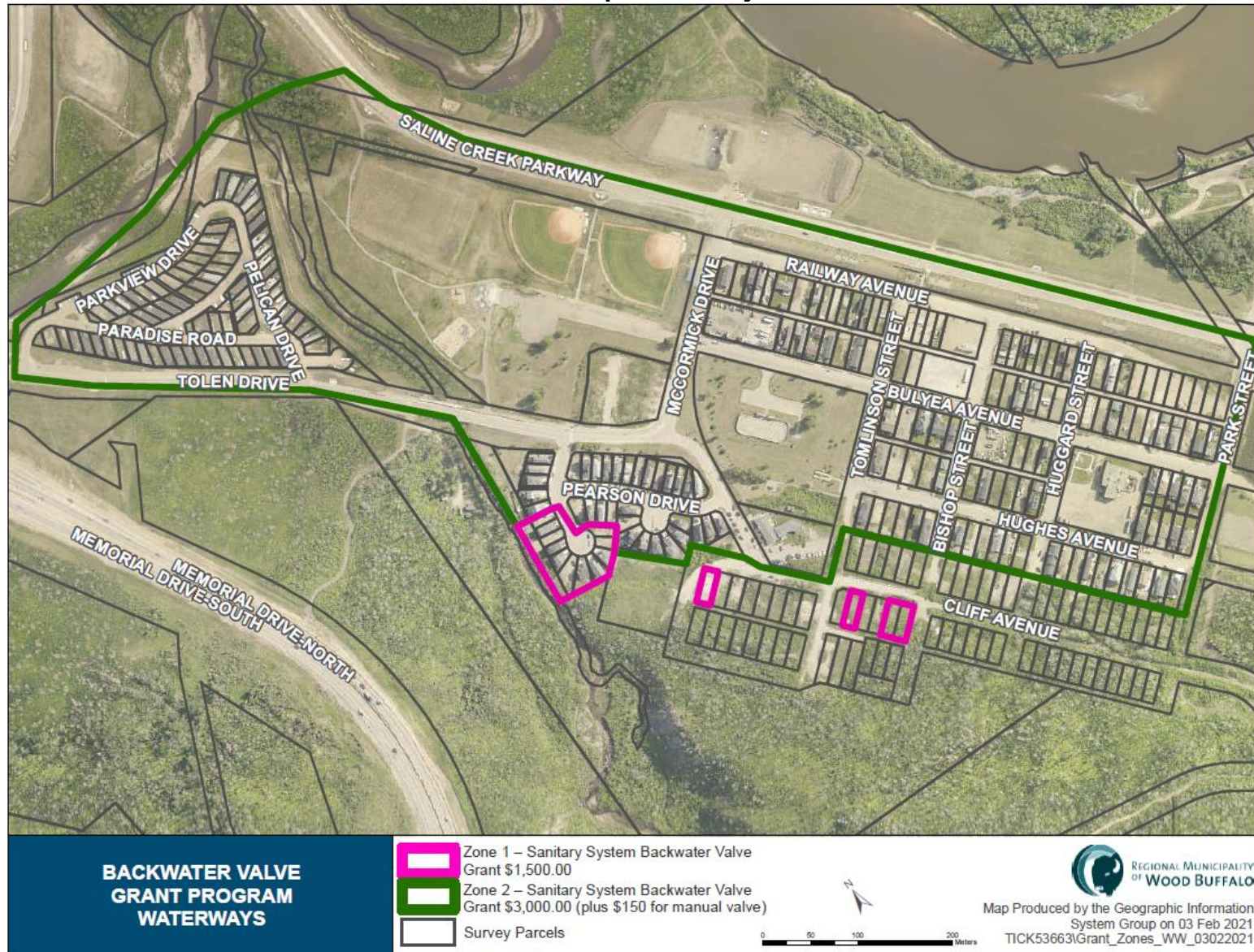
**4. Basement Flooding Prevention Education Program**

- 4.1. The Municipality shall develop and provide informational resources for residents outlining measures they may take on their Property to help protect against basement flooding and to protect the Municipal sanitary system in general.
- 4.2. This information will be made publicly available and reflect current best practices.



# Appendix A

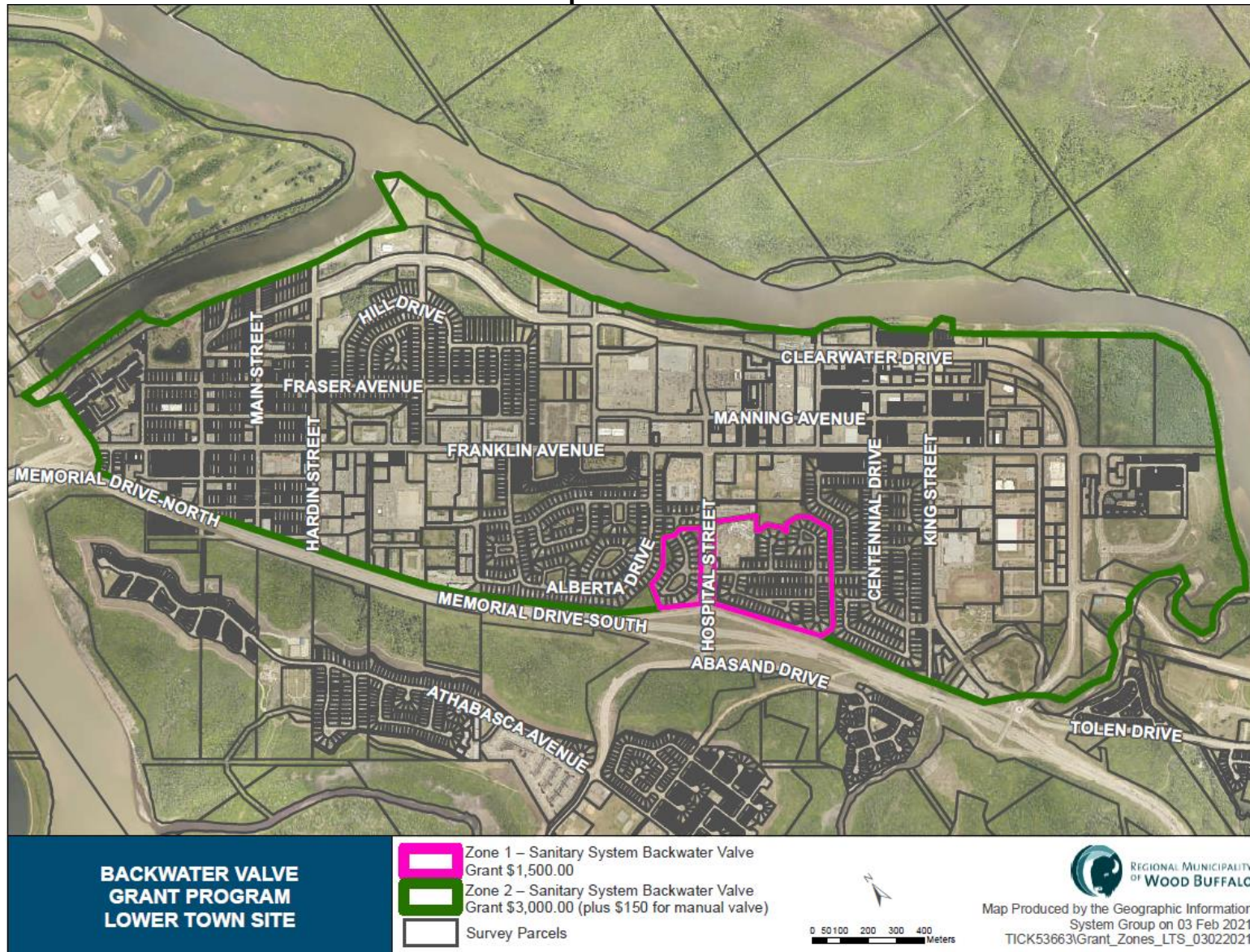
## Zone Map: Waterways





# Appendix B

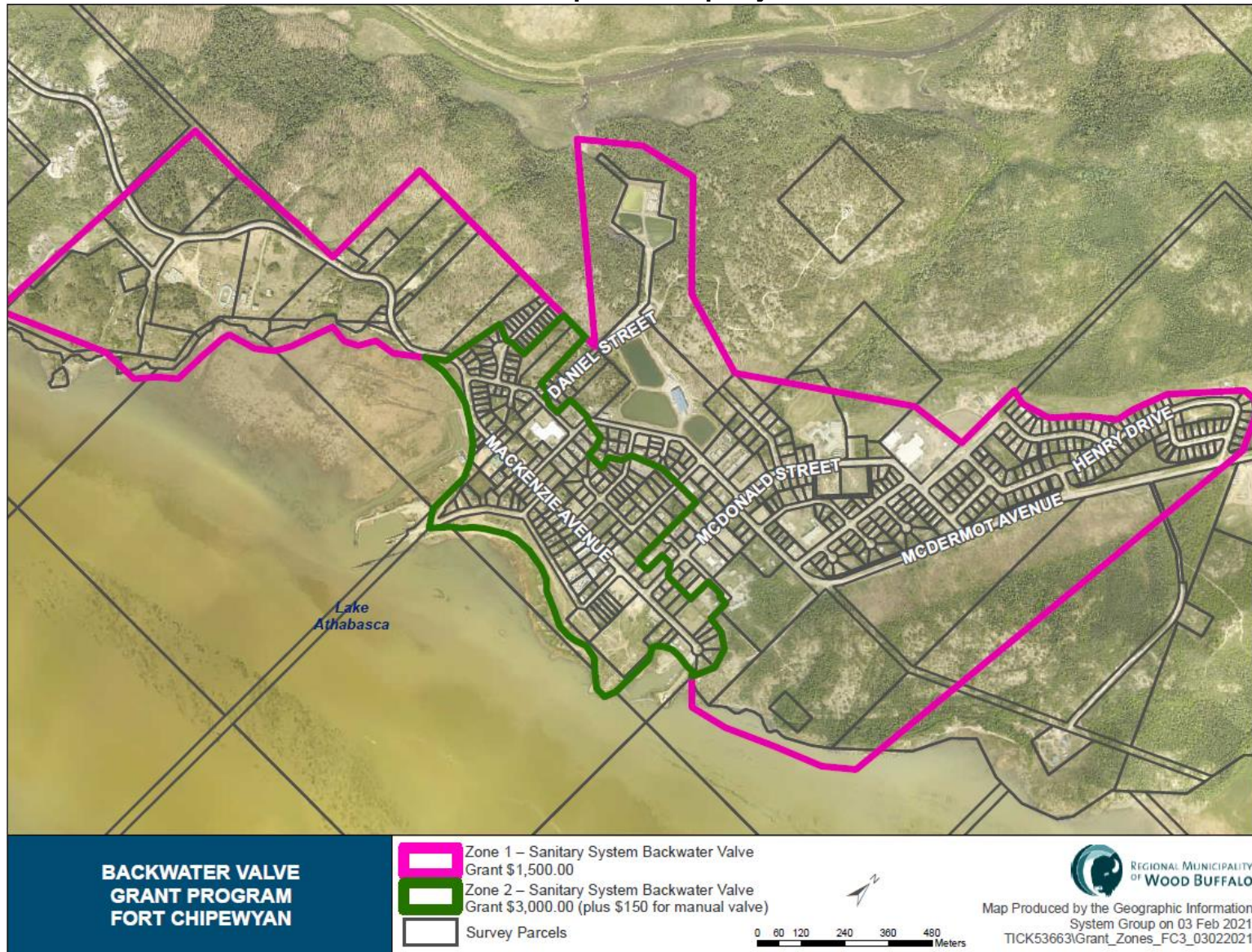
## Zone Map: Lower Town Site





# Appendix C

## Zone Map: Fort Chipewyan



**APPROVAL**

This Policy was approved by Council. It will be reviewed not later than its next Revision Date to determine its effectiveness and appropriateness. It may be assessed before that time as necessary.

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Don Scott, Mayor

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Jade Brown, Chief Legislative Officer

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Date



**SUPPORTING REFERENCES AND POSITION RESPONSIBLE**

- Cross References:
- Bylaw No 85/51 – Municipal Sanitary Sewer Utilities
  - Sanitary Sewer Backwater Prevention Program Administrative Procedure OPE-050-P01

Position Responsible: Director, Environmental Services

**COUNCIL POLICY DETAILS AND REVISION HISTORY**

<b>Date</b>	<b>Action</b>	<b>Description</b>
March 01, 2021	Establishment	Establishment of program

# COUNCIL POLICY



REGIONAL MUNICIPALITY  
OF WOOD BUFFALO

Document Name: Sanitary Sewer Backwater Prevention Program

Department Name: Environmental Services

Document Number: OPE-050

Effective Date: March 01, 2021

Next Revision Date: March 01, 2024

## **STRATEGIC PLAN LINKAGE**

Strategic Priority 1 – Responsible Government

## **PURPOSE AND OBJECTIVE**

The purpose of the Sanitary Sewer Backwater Prevention Program Policy (“Policy”) is to:

1. establish a Residential Backwater Valve Grant Program (“the Grant Program”);
2. outline value of the Grants;
3. determine Grant eligibility under the Policy; and
4. establish a Basement Flooding Prevention Education Program (“the Education Program”).

The objective of this Policy is to increase community resilience to flooding events due to surcharging in the sanitary sewer system. The Grant Program aims to reduce the overall impact to residential basements due to flooding by the installation of Backwater Valves, and the Education Program aims to reduce the likelihood of sanitary sewer surcharge events by providing residential property owners with information and actionable steps to reduce the risk of backwater flow into residences via the sanitary sewer system.

## **GENERAL PRINCIPLES**

### **1. Definitions:**

- 1.1. “Applicant” means a property owner, a property owner’s representative, or a tenant (with property owner permission) who submits an application.
- 1.2. “Backwater Valve” means a mechanical device installed on a Sanitary Sewer Service that automatically closes when the sanitary sewer system surcharges.
- 1.3. “Eligible Costs” means the cost of the Backwater Valve or the Manual Valve and the labour associated with its installation.
- 1.4. “Grant” means a transfer of monies from the Municipality to a Recipient for a project or purpose according to the requirements outlined in the Sanitary Sewer Backwater Prevention Program Administrative Procedure OPE-050-P01.

- 1.5. "Manual Valve" means a mechanical device installed on the Sanitary Sewer Service that can be manually closed and opened to hydraulically disconnect the Sanitary Sewer Service from the rest of the sanitary sewer system.
- 1.6. "Municipality" means the Regional Municipality of Wood Buffalo.
- 1.7. "Property" means a lot or parcel of land together with all the building structures located thereon.
- 1.8. "Recipient" means an Applicant that is approved by the Municipality to receive a Grant.
- 1.9. "Residential" means a building that is regularly used by its occupants as a permanent place of abode, which is made of one's home as opposed to one's place of business, and which has housekeeping and cooking facilities for its occupants only.
- 1.10. "Sanitary Sewer Service" means those pipes used to remove sanitary sewer from the building to the sewer mains.
- 1.11. "Maps" means the maps provided in Appendix A: Waterways, Appendix B: Lower Town Site, and Appendix C: Fort Chipewyan.

## 2. Responsibilities:

### 2.1. Council to:

- 2.1.1. approve this Policy;
- 2.1.2. approve any amendments to this Policy.

### 2.2. Chief Administrative Officer (CAO) to:

- 2.2.1. recommend any amendments to this Policy;
- 2.2.2. support the implementation of this Policy; and
- 2.2.3. review and support any amendments to the Grant Program or Education Program.

## 3. Residential Backwater Valve Grant Program

### 3.1. Grant Program Area:

- 3.1.1. The Grant Program applies to eligible Applicants and building types within the ~~Municipality-Fort McMurray Urban Service Area, Fort McKay, and Fort Chipewyan.~~

### 3.2. Grant Program Duration:

- 3.2.1. The Municipality will accept complete ~~A~~applications starting on March 01, 2021.

- 3.2.2. Funding will be provided on a first-come, first-served basis, for successful Recipients until the budget for the Grant Program has been exhausted. However, priority will be given to those residents that are located within Zone 2, as identified on the Maps.
- 3.3. Grants:**
- 3.3.1. The Grant Program provides the following Grants:
- 3.3.1.1. Backwater Valve Grant; and
- 3.3.1.2. Manual Valve Grant.
- 3.3.2. Funding will be provided in the form of a reimbursement Grant up to the values identified in sections 3.7.1 and 3.8.1 whereby funds are paid to Recipients upon the successful completion of the work and confirmation by the Municipality.
- 3.4. Municipal Control:**
- 3.4.1. The Municipality may close the Grant Program to new Applications at any time without notice.
- 3.4.2. The Municipality reserves the right to determine Applicant participation in the Grant Program on a case-by-case basis.
- 3.4.3. The Municipality may terminate the Grant Program at any time without notice.
- 3.5. Application:**
- 3.5.1. The Applicant may complete a self-assessment for eligibility for the Grant Program based on the criteria posted on the Municipality's website.
- 3.5.2. Applicants must submit applications to the Environmental Services Department no later than three months after a successful final inspection (unless the work was completed between May 01, 2020 and March 01, 2021).
- 3.5.3. The Environmental Services Department will administer the program in accordance with the requirements outlined in the Sanitary Sewer Backwater Prevention Program Administrative Procedure OPE-050-P01. Incomplete applications will be referred back to the Applicant for revision.
- 3.6. General Eligibility Criteria:**
- 3.6.1. The Recipient must be the property owner(s), a property owner's legal representative, or a tenant with written permission from the property owner(s).
- 3.6.2. The Applicant has obtained all required permits and approvals prior to completing the work and applicable inspections are completed by the Municipality.

- 3.6.3. The installation of the Backwater Valve or Manual Valve must have occurred after May 01, 2020.
- 3.6.4. The following are ineligible for the Grant Program:
  - 3.6.4.1. Non-Residential buildings;
  - 3.6.4.2. Residential units whose Sanitary Sewer Service is not located on or below the ground floor of the building;
  - 3.6.4.3. Sanitary Sewer Services that service to more than one Residential unit;
  - 3.6.4.4. Residential buildings that were constructed after 2000; and
  - 3.6.4.5. Residential units that already have a Backwater Valve installed.
- 3.6.5. The following must be satisfied and will be verified by the Municipality at the time the Recipients request reimbursement:
  - 3.6.5.1. Property taxes must be current and paid;
  - 3.6.5.2. Utility bills must be current and paid;
  - 3.6.5.3. Properties must not have an unresolved order to comply with the Land Use Bylaw, Building Code, Fire Code, Nuisance Bylaw, or other regulation; and
  - 3.6.5.4. Applicant is not a party to a legal dispute with the Municipality.

### **3.7. Backwater Valve Grant:**

#### **3.7.1. Grant Value:**

- 3.7.1.1. The Municipality will provide a Grant of \$1,500 or the cost to complete the eligible work, which ever is less.
- 3.7.1.2. If the property is within the ~~Flood Hazard Area as designated in the Flood Hazard Zone 2 on the Maps of the Province of Alberta~~, the Municipality will provide a Grant of \$3,000 or the cost to complete the eligible work, whichever is less.

#### **3.7.2. Additional Eligibility Criteria:**

- 3.7.2.1. In addition to section 3.6, the following shall also be met to be eligible:
  - a. For applications received in 2021, priority will be given to Properties located within ~~the Lower Townsite or Waterways neighbourhoods: Zone 2.~~
  - b. The Applicant has installed a new Backwater Valve on their Sanitary Sewer Service.

### **3.8. Manual Valve Grant:**

#### **3.8.1. Grant Value:**

- 3.8.1.1. The Municipality will provide a Grant of \$150 or the cost to complete the eligible work, which ever is less.

**3.8.2. Additional Eligibility Criteria:**

- 3.8.2.1. In addition to section 3.56, the following shall also be met to be eligible:
- a. The Property is located within ~~the Lower Townsite or Waterways neighbourhoods~~. Zone 2.
  - b. The Applicant has installed a new Manual Valve on their Sanitary Sewer Service.
  - c. The Applicant is eligible for and has received the Backwater Valve Grant in section 3.7 or the Applicant's Sanitary Sewer Service has an existing Backwater Valve.

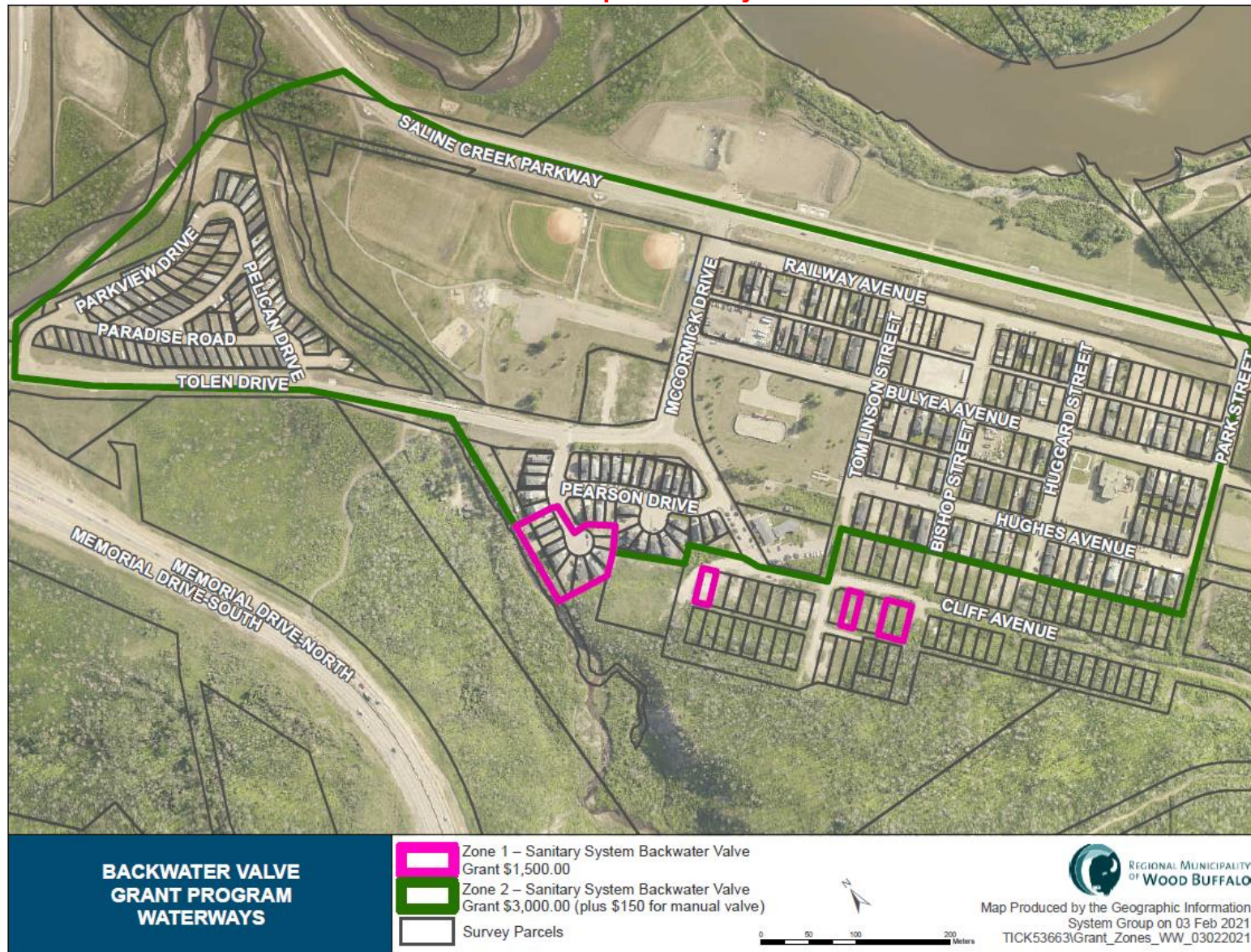
**4. Basement Flooding Prevention Education Program**

- 4.1. The Municipality shall develop and provide informational resources for residents outlining measures they may take on their Property to help protect against basement flooding and to protect the Municipal sanitary system in general.
- 4.2. This information will be made publicly available and reflect current best practices.



## Appendix A

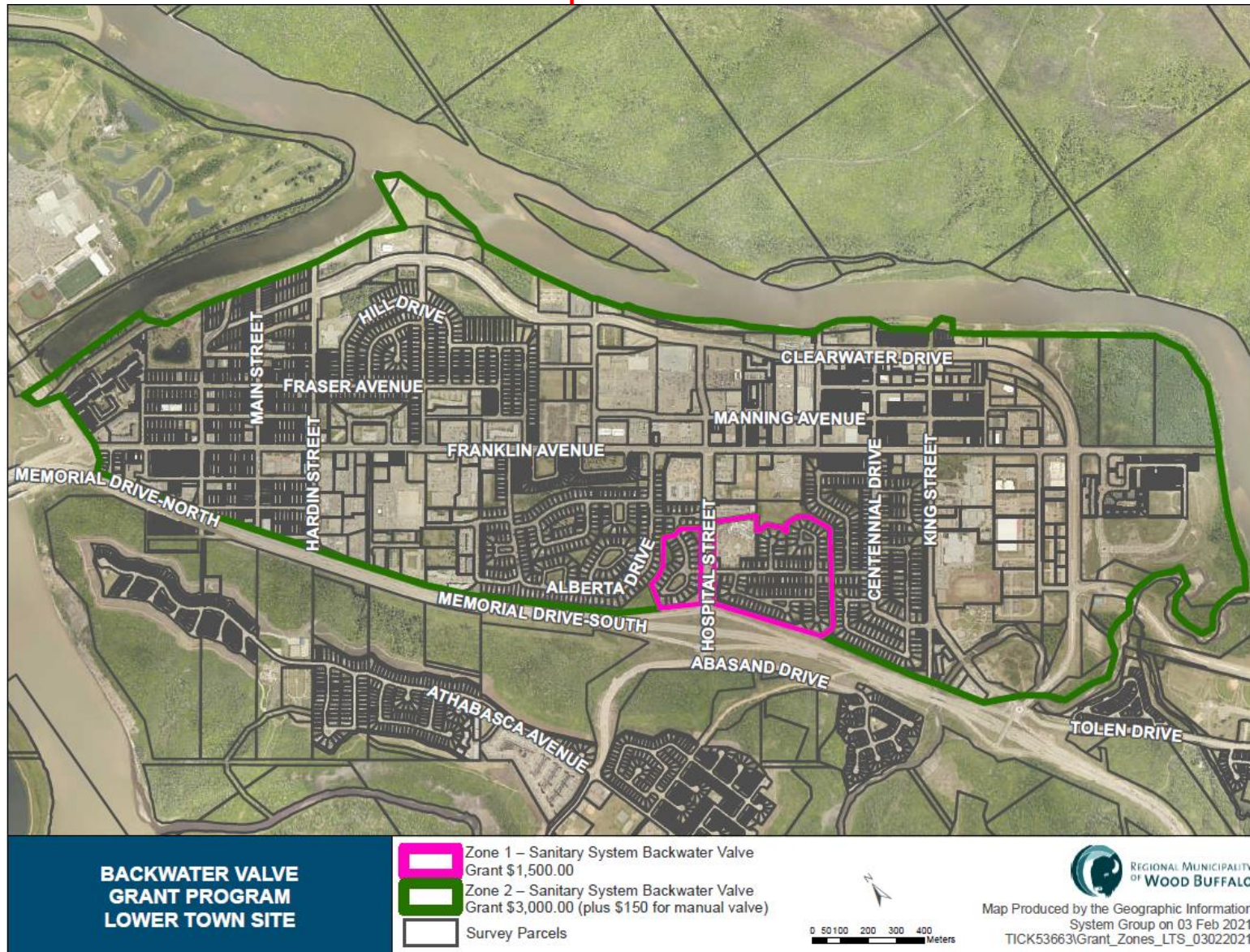
## Zone Map: Waterways





## Appendix B

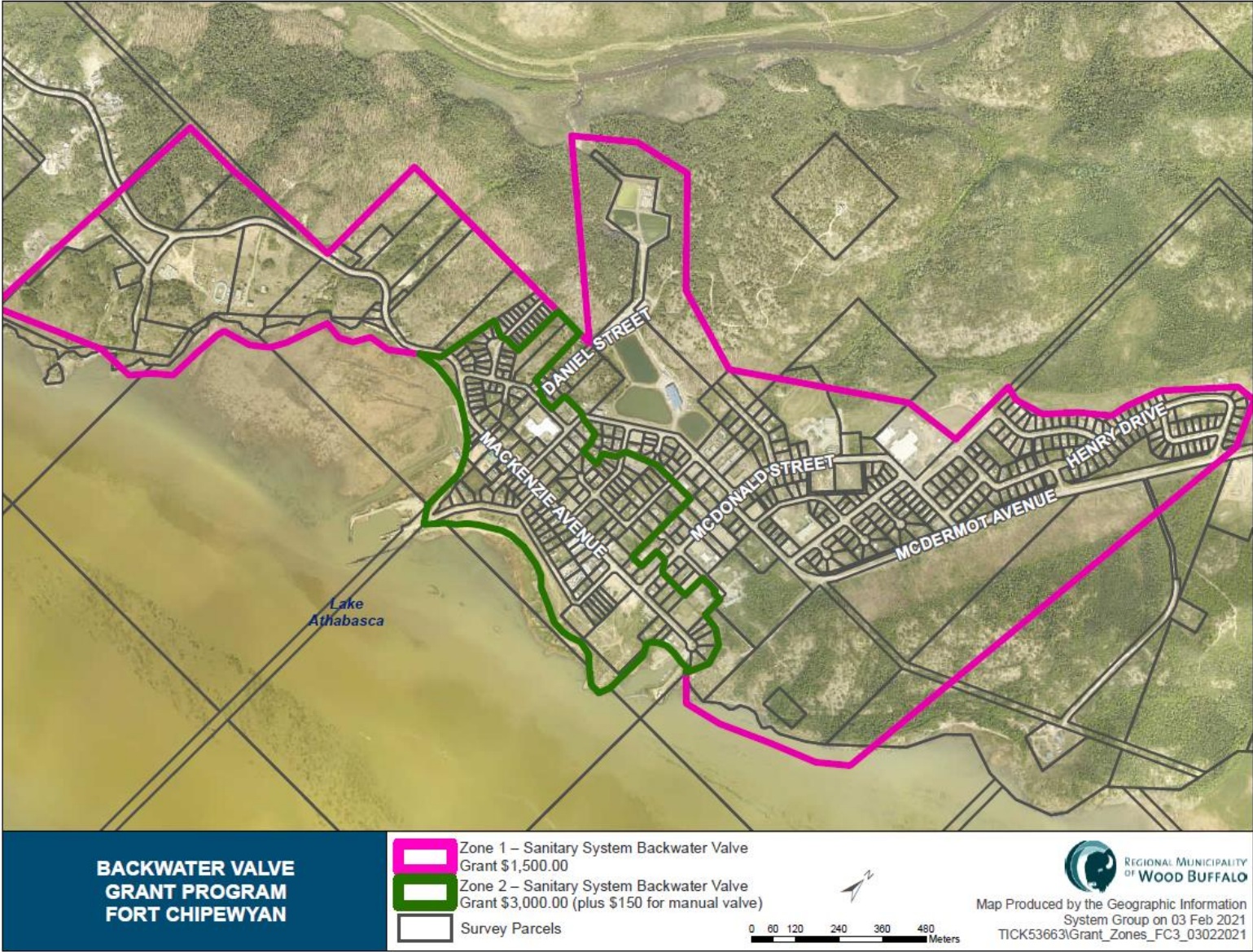
### Zone Map: Lower Town Site





Appendix C

Zone Map: Fort Chipewyan



**APPROVAL**

This Policy was approved by Council. It will be reviewed not later than its next Revision Date to determine its effectiveness and appropriateness. It may be assessed before that time as necessary.

---

Don Scott, Mayor

---

Jade Brown, Chief Legislative Officer

---

Date

**SUPPORTING REFERENCES AND POSITION RESPONSIBLE**

- Cross References:
- Bylaw No 85/51 – Municipal Sanitary Sewer Utilities
  - Sanitary Sewer Backwater Prevention Program Administrative Procedure OPE-050-P01

Position Responsible: Director, Environmental Services

**COUNCIL POLICY DETAILS AND REVISION HISTORY**

Date	Action	Description
March 01, 2021	Establishment	Establishment of program



## COUNCIL REPORT

Meeting Date: February 23, 2021

**Subject: Fort Chipewyan Transport Canada Wharf**

**APPROVALS:**

**Jamie Doyle**

\_\_\_\_\_  
Director

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

### **Recommended Motion:**

THAT the Mayor send a letter on behalf of Council to the Government of Canada, supporting the community of Fort Chipewyan's position that the Transport Canada Wharf remains a responsibility of the Federal Government and confirming that the Regional Municipality of Wood Buffalo will not assume ownership or maintenance responsibility for this infrastructure.

### **Summary and Background:**

The Transport Canada Wharf (Wharf) in Fort Chipewyan, commonly known as "Big Dock", was built in the 1970's and is an important piece of infrastructure, providing our residents and community partners with supplies, business, access and safety. For some time, maintenance of the Wharf has been neglected, dredging of the harbour is critical to retain its docking and launching functionality.

On May 1, 2018, a Special Council Meeting was held in Fort Chipewyan where discussions occurred amongst the community and Council. The following resolution of Council was passed at that time:

THAT the Mayor send a letter on behalf of Council to the Government of Canada requesting immediate and continuous support in maintaining the Transport Canada Wharf in Fort Chipewyan Alberta, specifying the necessity of maintaining adequate functionality of this wharf for the safety and sustainability of the whole Community; and

THAT Council request the First Nations and Metis Nations of Fort Chipewyan to give their support in addressing the need of the population as a whole to maintain the wharf, through participation in a formal meeting of interested stakeholders to be held within ninety days to move forward on a collaborative advocacy strategy.

Since 2018, advocacy efforts included discussions and correspondence exchanged with Government Officials whereby the Municipality urged the Government of Canada to maintain possession of the Wharf and undertake the required maintenance, including

dredging of the harbour, to ensure functionality.

The Municipality has been approached by our community partners requesting that Council send a letter to the Government of Canada supporting the communities' position that the Wharf remains within the jurisdiction of the Government of Canada and that the Municipality will not assume this responsibility.

**Budget/Financial Implications:**

There is no budget or financial implication associated with sending a letter as requested by the community.

**Rationale for Recommendation:**

The Transport Canada Wharf ownership and responsibility has not transferred to the Municipality and remains under the Government of Canada's jurisdiction of care and control; therefore, Administration supports the request for a letter in alignment with community partners. Should the proposed motion be passed by Council, the letter from the RMWB will accompany letters from Athabasca Chipewyan First Nation, Mikisew Cree First Nation, and the Fort Chipewyan Métis Association on this matter.

**Strategic Priorities:**

Responsible Government  
Rural and Indigenous Communities and Partnerships



## COUNCIL REPORT

Meeting Date: February 23, 2021

**Subject: Municipal Census 2021**

**APPROVALS:**

**Jamie Doyle**

\_\_\_\_\_  
Director

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

### **Recommended Motion:**

THAT Administration be authorized to conduct a municipal census in 2021, with enumeration beginning April 1, 2021.

### **Summary:**

A municipal census is recommended in 2021 to update the population and demographic information of the Regional Municipality of Wood Buffalo (the Municipality). The goal of the census is to update the region's permanent and shadow population.

The last municipal census was conducted in 2018 and showed that the population of the region has changed in recent years. To monitor these changes, it is beneficial to count the population at regular intervals to provide relevant and timely information.

The detailed demographic information collected is valuable to municipal departments, businesses, not-for-profit organizations, schools, utilities, and emergency services. These stakeholders use the census information for service and resource allocation planning throughout the Region.

In recognition of the COVID-19 pandemic, the approach to administering the 2021 census will differ from previous years in that there will be no in-person enumeration. Two enumeration methods, including self-enumeration (online) and a telephone interview, will be used, with enumeration proposed to begin on April 1, 2021.

### **Background:**

The Municipality conducts a census every two to three years, with the most recent being in 2018. Preparations were underway to conduct a census in 2020; however, due to provincial guidelines to mitigate the spread of COVID-19, the 2020 census did not proceed.

Over the past three years, the region has experienced significant change. To capture these changes, a new census is proposed to begin on April 1, 2021. Every person living



or working within the Municipality's boundaries on that day is eligible and must be enumerated to get an accurate population count.

Two enumeration methods, which include self-enumeration (online) and a telephone interview, will be used. Should Council authorize conducting a census in 2021, the Municipality will endeavor to achieve high response rates and public awareness. Planning and Development will collaborate with internal departments and external stakeholders to enumerate the population of the Region. The COVID-19 pandemic provides a unique opportunity to test the Municipality's capability to conduct an entire census using non-physical contact methods. If successful, the Municipality will be able to continue to use this approach, thereby decreasing cost and improving efficiency in future censuses.

Note: The Federal Census is slated to begin mid-May 2021. The main difference between each census is that the municipal census gathers information about non-permanent residents (i.e. those living and working in the Region but do not have a permanent address), while the federal census does not. This is a critical distinction as non-permanent residents are important for the Municipality to capture, making a municipal census valuable.

**Budget/Financial Implications:**

Funding for the municipal census was approved in the 2021 Operating Budget.

**Rationale for Recommendation:**

Accurate and up-to-date population data is critical for emergency management preparedness, community projects and initiatives, and municipal programs aimed at improving economic growth and social conditions in the region. Conducting a census separately from the Federal Government will allow the Municipality to have continued access to more refined datasets that accurately reflect local conditions, thereby aiding local decision-making.

**Strategic Priorities:**

Responsible Government  
Regional Economic Development



REGIONAL MUNICIPALITY  
OF WOOD BUFFALO

## COUNCIL REPORT

Meeting Date: February 23, 2021

**Subject: Strategic Plan Progress Report, 4th Quarter: October 1 - December 31, 2020**

**APPROVALS:**

**Jamie Doyle**

\_\_\_\_\_  
Director

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

### **Recommended Motion:**

THAT the Strategic Plan Progress Report for 4th Quarter, 2020 be accepted as information.

### **Summary and Background:**

The 2018-2021 Strategic Plan was approved by Council on January 30, 2018. Work supporting the four strategic priorities is ongoing. The Strategic Plan Quarter 4, 2020 Progress Report (Attachment 1) details the activities that have occurred for the period of October 1 - December 31, 2020.

On January 30, 2018, Council approved the Strategic Plan for 2018-2021. The Plan includes organizational vision, mission and values, four strategic priorities, and strategies/initiatives to advance those priorities as well as key performance indicators.

Directors have been identified to lead each of the strategies/initiatives, and these individuals have described milestones, implementation timelines, and an associated budget. The 2020 Operating Budget approved by Council on November 29, 2019, contained the resources necessary to accomplish the activities scheduled throughout 2020.

Administration continues to work on the implementation of the identified strategies and initiatives, the next update will be provided following the close of Quarter 1, 2021.

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

There are no budget or financial implications as all work associated with the Strategic Plan have been accounted for within the Council approved 2020 Operating Budget.

### **Strategic Priorities:**

Responsible Government  
Downtown Revitalization  
Regional Economic Development  
Rural and Indigenous Communities and Partnerships

**Attachments:**

**1. Strategic Plan Progress Report October 1 - December 31 2020**

**Strategic Plan Progress Report Presentation**

## Attachment 1 – Strategic Plan Progress Report, October 1 – December 31, 2020

#	STRATEGY/ INITIATIVE	DEPARTMENT RESPONSIBLE	PROGRESS	NEXT STEPS	STATUS
<b>Strategic Priority #1: Responsible Government</b>					
1a	Fiscal Responsibility	Finance	<ul style="list-style-type: none"> <li>• 2021 Budget (Operations and Capital) approved.</li> <li>• 2020 Assessments completed.</li> <li>• 2020 Tax Rate approved.</li> <li>• 2020 Q1, Q2, Q3 Financial reports presented to Council.</li> </ul>	<ul style="list-style-type: none"> <li>• 2020 Financial Statements Audit to be completed – April/21.</li> <li>• 2021 Assessment to be completed – March/21.</li> <li>• 2021 Fiscal Management Strategy to be completed- April/21.</li> <li>• 2021 Tax Rate to be published and approved – May/21.</li> </ul>	🎯
1b	Shared Services	Finance	<ul style="list-style-type: none"> <li>• Wood Buffalo Economic Development shared services agreement completed.</li> <li>• Arctic Winter Games shared services agreement completed.</li> </ul>	<ul style="list-style-type: none"> <li>• Complete.</li> </ul>	☑
1c	Budgets and Financial Plans	Finance/CAO	<ul style="list-style-type: none"> <li>• 2021 Budget (Operating and Capital) approved.</li> </ul>	<ul style="list-style-type: none"> <li>• 2022 Budget strategy to be formulated.</li> </ul>	🎯
1d	Asset Management	Engineering/ Public Works	<ul style="list-style-type: none"> <li>• Completed the procurement process to retain a consultant for the uploading of approximately 100 as-built project drawings into Geographic Information System (GIS) already completed projects. The uploading will provide asset inventory database of these cycle.</li> <li>• Consultant has been on board and working on uploading completed contracts for approximately one month.</li> <li>• Completed the procurement process of retaining a consultant to provide inventory and create a database for mechanical equipment related to the water and wastewater facilities such as Water Treatment Plant (WTP), Wastewater Treatment Plant (WWTP), Lift Stations, Pump Houses, etc. The product of this contract would provide asset database of these equipment.</li> <li>• Continue working on the asset management implementation plans across municipal departments.</li> <li>• All Facility Equipment Data has been collected for all facilities.</li> <li>• Working on implementation of SAP as the primary software tool continuing to work with Information Technology (IT) to determine the impacts to Facilities.</li> <li>• Software Programs and implementation of available SAP modules.</li> </ul>	<ul style="list-style-type: none"> <li>• Target is to complete uploading by June 2021.</li> <li>• To date, approximately 30 projects are in progress of being uploaded in GIS.</li> <li>• Continue asset data collection.</li> <li>• Continue identifying and assessing critical assets and asset useful life system.</li> <li>• Target to be completed by end of January 2021 and overall project is planned to be completed by Q3 2021.</li> <li>• To complete the asset inventory data collection on High Lift Pump Station and Administration building.</li> <li>• Continue identifying and assessing critical assets and asset useful life cycle.</li> <li>• Asset Management Improvement and reporting tool has been developed and currently being reviewed with functional group.</li> <li>• Functional Working groups have been identified.</li> <li>• CMMS (Computerized Maintenance Management System), SAP Asset Management and Plant Maintenance Module Corporate Working group has been identified and requirements definition is being conducted.</li> <li>• SAP does have a system for asset management.</li> </ul>	<div>🎯</div> <div>🕒</div>







On Target



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#	STRATEGY/ INITIATIVE	DEPARTMENT RESPONSIBLE	PROGRESS	NEXT STEPS	STATUS
1d	Continued		<ul style="list-style-type: none"> <li>Preventative Maintenance Plans are in place and are currently being reviewed/evaluated.</li> </ul>	<ul style="list-style-type: none"> <li>Revised Scope of Work was completed and approved by Facilities group, to capture an end to end system that included spatial management, project delivery, and operational performance. These systems will be required to integrate into SAP work order management and building security components.</li> <li>Review for accuracy and to ensure total capture.</li> <li>IT SAP will be the system of choice for Computer Maintenance Management System, and Asset Management modules. These two initiatives are currently in implementation stage.</li> </ul>	
1e	Developing Our People	Human Resources	<ul style="list-style-type: none"> <li>2020 year-end performance reviews in progress for exempt employees.</li> <li>Continued work and planning of leadership development and succession planning programs.</li> </ul>	<ul style="list-style-type: none"> <li>Prepare for 2021 goal setting and roll-out.</li> <li>Continue to work with leaders regarding business continuity and workforce planning during the Covid-19 pandemic.</li> <li>Creation of a leadership development program for 2021.</li> </ul>	
1f	Foster equality, diversity and inclusion in the region	Community & Protective Services	<ul style="list-style-type: none"> <li>Diversity and Inclusion Community Plan progress report complete and presented to Council in Q4.</li> <li>Administration continues to sit on the Canadian Commission for United Nations Educational, Scientific and Cultural Organization (CCUNESCO) for Coalition of Inclusive Municipalities and is a continued signatory.</li> <li>Advisory Committee on Aging (ACOA) Workplan has been completed.</li> <li>Poverty profile and snapshot completed, joined the Alberta Living Wage Network Council.</li> <li>The Coordinated Access System (CAS) is running with 13 access points in the community where individuals and families experiencing or at risk of homelessness can be assessed, access referrals for supports, and be added to the centralized waiting list for Community Plan on Homelessness (CPH) programs. As of December 31st, 2020, there were 49 people on the wait list for the housing program supports.</li> <li>During Q4, the CPH programs transferred 34 new individuals from the By-Name List (BNL) into a housing program and had 183 individuals and families on caseload. There have been 35 individuals diverted out of shelter into alternate safe housing options through the Diversion Program (funded by the federal COVID-19 grant).</li> </ul>	<ul style="list-style-type: none"> <li>Complete all outstanding items identified in the progress report.</li> <li>Employee Census consultant to report findings in Q2 2021.</li> <li>ACOA prioritizing outstanding items within the Work Plan to support aging with dignity practices.</li> <li>Finalizing Fort McMurray Wood Buffalo living wage report.</li> <li>Work in collaboration with the Indigenous and Rural Relations branch to move forward and build strong relationships in the rural communities.</li> <li>Continue working with Built for Zero and aim to drive reductions in chronic and veteran homelessness.</li> <li>Reach the next milestone of a 50% reduction in chronic homelessness with 21 or fewer active chronic homeless individuals for 3 months consecutively. As of December 31st, 2020, Fort McMurray had 33 active chronic homeless individuals on the BNL.</li> </ul>	  



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#	STRATEGY/ INITIATIVE	DEPARTMENT RESPONSIBLE	PROGRESS	NEXT STEPS	STATUS
1f	Continued		<ul style="list-style-type: none"> <li>The Community Plan on Homelessness staff participated in a Built for Zero (BFZ) Leadership Test of Change using the BFZ-C improvement science methods to test the change idea that investing in leadership support will help communities make progress toward BFZ-C milestones.</li> <li>The federal government announced a second allotment of the Reaching Home – COVID-19 grant (\$1.1M for RMWB); request for proposals closed in December 2020, with the eligible project Ta’waw, a joint submission between Wood Buffalo Wellness Society, McMurray Métis, and Wood Buffalo Housing being received.</li> <li>Continued engagement and collaboration with local agencies that serve individuals experiencing homelessness, including regular sector meetings, quarterly meetings with funded CPH agencies, training for staff at the funded CPH agencies.</li> </ul>	<ul style="list-style-type: none"> <li>Administration supporting the Tawâw project team with grant research options and proposal development.</li> <li>Release of the 10-Year Final Progress Report on the Community Plan to End Homelessness.</li> <li>Point in Time Count 2021, a collaboration with other Alberta municipalities.</li> <li>5-Day Motivational Training through the Canadian Alliance on Ending Homelessness.</li> </ul>	🎯
1g	Accessibility	Engineering/ Public Works	<ul style="list-style-type: none"> <li>Assessments have been completed and were included, where required in budget planning for implementation in 2021. Some initiatives can be started in 2020 due to low funding commitments/requirements.</li> <li>Budget for 2021 has been approved.</li> </ul>	<ul style="list-style-type: none"> <li>Finalizing those initiatives that can be feasibly completed in 2020 (this includes signage). Continue to engage Community Services and Communications regarding inclusion initiatives and appropriate content and placement of language on signage in our regional facilities. In Q4 work on preliminary planning for initiatives to be delivered in 2021, pending funding approval.</li> <li>Detailed project plan for implementation of initiatives is being finalized by mid-February 2021, this will include tentative completion dates for each initiative by the end of Q4 2021.</li> </ul>	🎯
1h	Intergovernmental Relations	Communications & Engagement	<ul style="list-style-type: none"> <li>Support correspondence to different levels of government regarding a variety of advocacy topics including COVID 19, flood recovery and mitigation funding, jurisdictional responsibilities, EMS dispatch, rural taxation, the energy industry, and insurance accessibility.</li> </ul>	<ul style="list-style-type: none"> <li>Continued support of advocacy efforts arising from Council resolutions.</li> <li>Continued tracking of issues and monitoring areas of interest to the region.</li> <li>Preparation of information packages for meetings with government officials.</li> </ul>	🎯
1i	Partnerships with Social Profits	Community & Protective Services	<ul style="list-style-type: none"> <li>Providing administrative support to Social Sustainability Plan Stewardship Committee (SSPSC), promoting cross-sector collaboration. This includes the Response and Recovery Advisory Committee, a shift of</li> </ul>	<ul style="list-style-type: none"> <li>Monthly meetings ongoing.</li> </ul>	🎯









On Target



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#	STRATEGY/ INITIATIVE	DEPARTMENT RESPONSIBLE	PROGRESS	NEXT STEPS	STATUS
1i	Continued		<p>the SSPSC to address cross-sectoral concerns related to the 2020 Flood and COVID-19 Pandemic.</p> <ul style="list-style-type: none"> <li>• Worked with the social profit sector in preparing the 2021 Community Investment Program grants to Council in November 2020.</li> <li>• Ongoing support for social profits through the Community Investment Program (CIP).</li> </ul>	<ul style="list-style-type: none"> <li>• Flexibility in the 2020 CIP grant program through the COVID-19 Pandemic, as organizations adjust their programs, services, and events.</li> <li>• Use 2020 reporting in Q1/Q2 2021 to understand the impact of the pandemic on social profit sector.</li> <li>• Engage and provide training to CIP-funded organization on outcome measurement.</li> <li>• Launch the CIP Grant Portal to support online applications and reporting.</li> </ul>	 
1j	Implement Lessons Learned (2016 Wildfire Review)	Regional Emergency Services	<ul style="list-style-type: none"> <li>• Community Resiliency Strategy, Phase II Operationalizing Resilience.</li> <li>• Implement Lessons Learned (2016 Horse River Wildfire).</li> <li>• Business Continuity Planning: <ul style="list-style-type: none"> <li>• various Business Continuity Plans for critical services are being updated and finalized; and</li> <li>• 911 Services Continuity Plan.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• The final Phase II of the Community Resiliency strategy has been started. Final items have been delayed for completion until Q1 2021 due to COVID-19: <ul style="list-style-type: none"> <li>• Administrative Procedure ADM-240 will be updated;</li> <li>• started the Disaster Risk Management structure and planning process; and</li> <li>• develop a Recovery Plan for Municipal Essential Services.</li> </ul> </li> <li>• Implement Lessons Learned in conjunction with final phase II of Community Resiliency Strategy end of Q1 2021.</li> <li>• Water Treatment Plant &amp; Wastewater Treatment Plant Business Continuity Plans have been developed and tested. <ul style="list-style-type: none"> <li>• Underground Services plan was developed, Tabletop exercises in Q1.</li> </ul> </li> <li>• 911 Services Continuity Plan was developed, and walkthrough completed. To complete failover and failback continuity plan exercise in Q2.</li> </ul>	 
1k	Wildfire Recovery	Recovery Task Force	<ul style="list-style-type: none"> <li>• Assessment of damage to municipal greenspace has been completed by the Government of Alberta's (GOA) consultant. Project has been tendered and awarded.</li> <li>• Assessment of the damage to sidewalk, roads, curb, and gutters has been completed and the GOA have accrued \$10M for this project.</li> </ul>	<ul style="list-style-type: none"> <li>• Construction portion of project is 63% complete as of end of Q3 2020. Full completion is projected by Q3 2021.</li> <li>• Project is 85% complete as of end of Q3 2020. Full completion is projected by Q3 2021.</li> </ul>	 



On Target



Delayed



Complete



Attachment: 1. Strategic Plan Progress Report October 1 - December 31 2020 (Strategic Plan Progress

#	STRATEGY/ INITIATIVE	DEPARTMENT RESPONSIBLE	PROGRESS	NEXT STEPS	STATUS
1n	Whistleblower Initiative	Human Resources	<ul style="list-style-type: none"> <li>Complete</li> </ul>	<ul style="list-style-type: none"> <li>Complete</li> </ul>	☑
<b>Strategic Priority #2: Downtown Revitalization</b>					
2a	Encourage Development in the Downtown	DCAO office / Planning & Development	<ul style="list-style-type: none"> <li>Downtown Revitalization Incentive Program (DRIP) was a success in 2020 and window for applications closed effective January 30, 2021. A total of 95 applications, with 69 being applied for one week before the December 30, 2020 deadline (deadline extended to January 30, 2021 to allow more time for complete submissions). A total of 45 applications approved, amounting to \$1.7M of grant money and a total investment of \$4.6M into the downtown. On December 8, 2020, Council approved the extension of the program into 2021, and the program construction period was also extended until summer 2021.</li> <li>No applications have yet been made for the property tax incentive.</li> <li>Downtown Area Redevelopment Plan (DARP) is underway, in collaboration between staff and Stantec. Public engagement on draft vision and principles occurred November 23 to December 20, 2020, and refinements to plan direction is underway.</li> <li>P&amp;D supporting Franklin &amp; Main park initiative by participating in discussions with landscape architect and facilitating Development Permit (DP) process. Applicant presented concept at a DP pre-application meeting and received feedback on issues that may arise during DP approval process so that they can be dealt with proactively.</li> </ul>	<ul style="list-style-type: none"> <li>Phase 2 of DRIP will begin March 2021 and will allow submissions to once again be received. Consultant will be hired to assist the team with developing enhancements to the program, including potential new grant streams beyond the existing Interior Improvement, Façade Improvement, Beautification, and Patio grants.</li> <li>Final draft of DARP expected to be delivered in February/March 2021.</li> <li>DP for the park expected to be applied for in February, following which review and approval will take place. Construction is expected to be complete prior to Fall 2021, so every effort will be made to expedite permit turnaround.</li> </ul>	🎯
2b	Establish Municipal Land Inventory	Planning & Development	<ul style="list-style-type: none"> <li>Complete</li> </ul>	<ul style="list-style-type: none"> <li>Complete</li> </ul>	☑
2c	Incentives to Update Store Fronts	DCAO office / Planning & Development	<ul style="list-style-type: none"> <li>See above. DRIP was a success in 2020 and window for applications closed effective January 30, 2021. A total of 70 applications were received and P&amp;D has approved 45, amounting to \$1.7M of grant money and a total investment of \$4.6M into the downtown.</li> </ul>	<ul style="list-style-type: none"> <li>See above. Phase 2 of DRIP will begin March 2021 and will allow submissions to once again be received. Consultant will be hired to assist the team with developing enhancements to the program, including potential new grant streams beyond the existing Interior Improvement, Façade Improvement, Beautification, and Patio grants.</li> </ul>	🎯

#	STRATEGY/ INITIATIVE	DEPARTMENT RESPONSIBLE	PROGRESS	NEXT STEPS	STATUS
2d	Clear Land Use Plans and Regulations	Planning & Development	<ul style="list-style-type: none"> <li>Re-write of the Land Use Bylaw (LUB) has been completed, and takes into consideration substantial public feedback, including comments received after the official close of public engagement.</li> <li>Draper Area Structure Plan (ASP) is complete, but on hold pending Council direction for the community post-flood.</li> </ul>	<ul style="list-style-type: none"> <li>First reading scheduled for February 9, following by Public Hearing on April 13, and second and third readings on April 27, 2021.</li> <li>Re-activate Draper ASP in Minute Traq and bring forward to Council once direction is set.</li> </ul>	🎯
2e	Riverfront Master Planning & Revitalization	DCAO office / Planning & Development	<ul style="list-style-type: none"> <li>Contract for Waterfront Revitalization Plan has been awarded to Urban Systems.</li> <li>Phase 1 of public engagement with stakeholders has already begun.</li> <li>Working with Wood Buffalo Waterfront Advisory Committee to ensure close alignment.</li> </ul>	<ul style="list-style-type: none"> <li>Kick-off meeting with consultant and confirmation of plan objectives and priorities will take place in February 2021.</li> <li>In recognition of tight timelines, priority area for 2021 is the Snye festival grounds to be ready for the Arctic Winter Games.</li> </ul>	🎯
2f	Review Municipal Development Plan	Planning & Development	<ul style="list-style-type: none"> <li>Phase 1-3 are complete, comprising background research, first round of public engagement, analysis of public feedback, creating a draft vision, and draft goals and policies.</li> <li>Phase 4 is now underway and consists of a second round of public engagement and analysis of feedback during March 2021.</li> </ul>	<ul style="list-style-type: none"> <li>Phase 5 (finalizing the plan) will begin following the second round of public engagement and is slated to occur April 2021.</li> <li>Phase 6 (preparation of the council report package and first reading at Council) are slated to occur in May 2021.</li> </ul>	🎯
2g	Aging in Place Facility	Community & Protective Services	<ul style="list-style-type: none"> <li>Willow Square Continuing Care Centre (WSCCC) scheduled to be completed in Q1 2021.</li> </ul>	<ul style="list-style-type: none"> <li>In Q1 2021, Alberta Infrastructure completed construction and passed the keys to WSCCC over to Alberta Health Services (AHS). AHS is outfitting the Centre.</li> </ul>	🎯
<b>Strategic Priority #3: Regional Economic Development</b>					
3a	Work with Industry and Suppliers – Fly In, Fly Out	DCAO office / Planning & Development	<ul style="list-style-type: none"> <li>Following Council's referral back to Administration, LUB amendments regulating project accommodations were brought before Council and unanimously approved on Jan 26, 2021.</li> </ul>	<ul style="list-style-type: none"> <li>Complete.</li> </ul>	☑
3b	Business Attraction and Incentives	FBWBEDT	<ul style="list-style-type: none"> <li>Transitioned to Fort McMurray Wood Buffalo Economic Development and Tourism (FMWBEDT)</li> </ul>		
3c	Small Business Incubator	FBWBEDT	<ul style="list-style-type: none"> <li>Transitioned to Fort McMurray Wood Buffalo Economic Development and Tourism (FMWBEDT)</li> </ul>		



On Target



Delayed



Complete

#	STRATEGY/ INITIATIVE	DEPARTMENT RESPONSIBLE	PROGRESS	NEXT STEPS	STATUS
3d	Economic Gardening and Pop Up Stores	FMWBEDT	<ul style="list-style-type: none"> <li>Transitioned to Fort McMurray Wood Buffalo Economic Development and Tourism (FMWBEDT)</li> </ul>		
3e	Shop Local Program	FMWBEDT	<ul style="list-style-type: none"> <li>Transitioned to Fort McMurray Wood Buffalo Economic Development and Tourism (FMWBEDT)</li> </ul>		
3f	Support Arts and Culture	COMMUNITY & PROTECTIVE SERVICES	<ul style="list-style-type: none"> <li>Implementation of the Culture Plan is ongoing, including conclusion of public engagement for the Public Art Plan.</li> <li>Collaborating with 2022 Arctic Winter Games and Indigenous and Rural Relations Department for the Street Banner Program.</li> </ul>	<ul style="list-style-type: none"> <li>Culture Plan Update to Council in Q1 2021.</li> <li>Public Art Plan to be presented to Council in Q2 2021.</li> <li>New Street Banners will be in place in the Region in Q2 2021.</li> </ul>	🎯
<b>Strategic Priority #4: Rural and Indigenous Communities and Partnerships</b>					
4a	Truth and Reconciliation Commission Calls to Action	Indigenous & Rural Relations	<ul style="list-style-type: none"> <li>The third edition of Reconciliation Newsletter was distributed on December 17, 2020.</li> <li>Facilitated the tenth meeting of the Reconciliation Advisory Circle (RAC).</li> <li>The 'RAC Engagement Process' flowchart was finalized.</li> <li>Established a RAC subcommittee to advise on engagement.</li> <li>An Information and Communications Technology (ICT) United Nations Declaration on the Rights of Indigenous Peoples Awareness workshop was delivered to SLT on November 17, 2020.</li> <li>The option for a Certificate of Completion was added to the eLearning modules on the <a href="http://rmwb.ca/trc">rmwb.ca/trc</a> website.</li> <li>Completed the draft Elder-in Residence (EIR) Administrative Procedure, draft Policy and Internal Program Guide.</li> <li>Louis Riel Proclamation - November 16, 2020.</li> <li>Community Investment Program support was obtained to help with funding rural Truth and Reconciliation Commission initiatives.</li> <li>Completed engagement strategy with the Reconciliation Advisory Circle for the Indigenous Reconciliation artwork for Council Chambers project.</li> <li>Stop signs in Cree and Dene were erected in Fort Chipewyan in October.</li> <li>Dene and Cree Translation of the Face Covering Bylaw was completed.</li> <li>Council passed a resolution allocating funding for a Moccasin Flats Memorial.</li> </ul>	<ul style="list-style-type: none"> <li>Publish fourth edition of Reconciliation Newsletter – March 2021</li> <li>Continue to participate in monthly RAC meetings.</li> <li>Meet with the RAC subcommittee as necessary for RAC engagement and guidance on projects and initiatives.</li> <li>Install Indigenous Languages stop signs in other Rural and Indigenous communities in the region.</li> <li>Presentation delivered to SLT on January 27, 2021 with respect to <i>Wood Buffalo's Path to Reconciliation</i>.</li> <li>Conduct engagement with First Nation and Métis communities for the Indigenous Reconciliation Artwork for Council Chamber project.</li> <li>Conduct Indigenous engagement for Flag Policy revisions to include Indigenous flags.</li> <li>Conduct Indigenous engagement for the Moccasin Flats Memorial initiative.</li> <li>Finalize the EIR Administrative Procedure, draft Policy and Internal Program Guide.</li> <li>Initiate request of Proclamation for National Indigenous Languages Day on March 31, 2021.</li> </ul>	🎯



On Target



Delayed







Complete







Attachment: 1. Strategic Plan Progress Report October 1 - December 31 2020 (Strategic Plan Progress

**Attachment: 1. Strategic Plan Progress Report October 1 - December 31 2020 (Strategic Plan Progress**

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#	STRATEGY/ INITIATIVE	DEPARTMENT RESPONSIBLE	PROGRESS	NEXT STEPS	STATUS
4d	Amalgamation Review	Indigenous & Rural Relations	<ul style="list-style-type: none"> <li>• IRR provided an informal update to Council on the progress to date.</li> </ul>	<ul style="list-style-type: none"> <li>• Provide a formal update to Council by the end of Q1 2021.</li> </ul>	
4e	Emergency Management	Regional Emergency Services	<ul style="list-style-type: none"> <li>• Community Emergency Management Plans – Complete.</li> </ul>	<ul style="list-style-type: none"> <li>• Complete</li> </ul>	
4f	Inclusion and Partnerships (Rural Coalition)	Indigenous & Rural Relations	<ul style="list-style-type: none"> <li>• Participated in 8 weekly Pandemic Planning meetings with Indigenous community representatives to discuss ongoing response to Covid-19.</li> <li>• IRR supported Communications &amp; Engagement on rural and Indigenous engagement for initiatives such as the MDP, the LUB, and the Franklin &amp; Main Park initiative, etc.</li> <li>• IRR partnered with Northlands School Division to deliver Christmas Gift Boxes to all students in the region (December 2020).</li> <li>• Representatives participated in weekly Collaborative Community Leadership Meetings as well as Fort Chipewyan Pandemic Planning Meetings.</li> <li>• Updated the <i>RMWB Coordinated Access Guide</i> to include Rural and Indigenous organizations.</li> <li>• Participated in the planning of <i>Homelessness and Poverty Awareness Week – October 13-17, 2020</i>.</li> </ul>	<ul style="list-style-type: none"> <li>• Continue to meet with rural and Indigenous communities and partners on a weekly basis to discuss the ongoing response to Covid-19.</li> </ul>	
4g	Advocate for Rural and Indigenous communities	Indigenous & Rural Relations	<ul style="list-style-type: none"> <li>• Completed discussions with 9 of 12 Indigenous communities to identify areas of concern and strategies to mitigate these concerns which included the development of draft protocol agreements.</li> <li>• Participated in Senior Leadership meetings and established processes with Fort McKay Métis Nation to address concerns in the community.</li> <li>• Advocacy, through HISC, for the Community Plan on Homelessness programs (i.e. Housing First, Rapid Re-Housing, Permanent Supportive Housing, Outreach, and Eviction Prevention).</li> <li>• With the support of various internal departments, IRR continues to assist in advancing requests for Additions to Reserves (ATRs).</li> </ul>	<ul style="list-style-type: none"> <li>• Continue to work with Legal Services, Environmental Services, Finance, and Land Administration to assist with the finalization of ATRs and associated MSAs.</li> </ul>	

#	STRATEGY/ INITIATIVE	DEPARTMENT RESPONSIBLE	PROGRESS	NEXT STEPS	STATUS
4h	Transportation Strategy	Engineering/ Public Works	<ul style="list-style-type: none"> <li>Transit Bus Bay Turnout &amp; Transit Shelters (Thickwood &amp; Confederation) are complete.</li> <li>Transit Facilities (Bus Barn) complete.</li> <li>Rural Egress Road Anzac and Janvier - This project is deferred to 2022 pending land acquisition.</li> <li>Secondary Egress Road (Saline Creek Parkway) - Design complete.</li> <li>East Clearwater Highway (ECH): Administration received the second draft for the East Clearwater Highway (ECH) from the Province on November 30, 2020.</li> <li>Transit Master Plan vendor negotiation under way.</li> </ul>	<ul style="list-style-type: none"> <li>Design &amp; Construction will commence after land acquisition.</li> <li>Construction deferred to 2023 as per Council Motion.</li> <li>Waiting on the final report from the Province.</li> <li>Start the review and engagement process to assess Transit within the Region for the user groups. Items to include technology, routing, schedules, benchmarking, and overall service delivery levels Q4 completion target.</li> </ul>	      
4i	Rural Operational Efficiencies & Cost Savings	Engineering/ Public Works	<ul style="list-style-type: none"> <li>There is no further direction from Engineering regarding the re-purposing of the WWTP.</li> <li>This scope was revisited several times thus far in 2020. The final direction was to retain the Old Firehall for storage of equipment only and continue to transition rural operations staff to new accommodations (trailer complex) near the WWTP.</li> <li>The staff remain in the Anzac Old Firehall pending setup of an alternate accommodation.</li> <li>Scope of work for the trailers is with Supply Chain Management for the supply of office trailers to house Rural Operations near the WWTP. A tender for the project has been posted and will close February 11, 2021.</li> </ul>	<ul style="list-style-type: none"> <li>Facilities assuming control of Anzac WWTP, working with the General Contractor and Engineering to assess deficiencies, only remediating what will be required to gain access to final occupancy from Safety Codes will be conducted.</li> <li>Once deficiencies have been rectified Facilities will work with Engineering to conduct a study on alternate uses for the WWTP.</li> <li>Scope had been modified to exclude the Old Firehall from the demolition scope and to proceed with the implementation of a trailer complex to accommodate rural operations.</li> <li>Work with the group to start preparing for relocation; clean up and divest of unrequired assets in building, archiving of files, etc.</li> </ul>	



On Target



Delayed



Complete

# Strategic Plan Progress Report, Quarter 4 (2020)

Presenter: Kelly Hansen, Director  
Department: Strategic Planning and Business Initiatives  
Meeting Date: February 23, 2021

# Introduction and Overview of The Strategic Plan

## Strategic Priorities

1. Responsible Government
  2. Downtown Revitalization
  3. Regional Economic Development
  4. Rural and Indigenous Communities and Partnership
- 
- ❖ 36 Total Initiatives, 4 of which have been transitioned to the FMWBEDT
  - ❖ 32 Remaining Initiatives with RMWB, 78% are completed or on target

# Progress of Strategic Plan – Year End (2020)

Strategic Priority		On Target ☉	Delayed 🕒	Completed ☑
1	Responsible Government	9	3	2
2	Downtown Revitalization	6	0	1
3	Regional Economic Development*	1	0	1
4	Rural & Indigenous Communities & Partnerships	4	4	1

*\* 4 projects transition to FMWBEDT*

# Questions ?



## COUNCIL REPORT

Meeting Date: February 23, 2021

**Subject: Christina Gordon Public School Inclusive Playground  
(Councillor K. Balsom)**

**APPROVALS:**

**Jamie Doyle**

\_\_\_\_\_  
Director

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

**Recommended Motion:**

THAT Administration be directed to work with the Fort McMurray Public School District and the Christina Gordon Public School to determine the budget shortfall funding amount for the capital enhancements to the playground for sensory friendly playground structures; and should a funding shortfall amount be identified, that up to \$60,000 from the Emerging Issues Reserve be allocated to the Christina Gordon Public School for completion of their inclusive playground project in 2021.

**Summary:**

At the February 9, 2021 Council Meeting, Councillor K. Balsom served notice of her intention to submit the following motion for consideration at the February 23, 2021 Council Meeting:

THAT Administration be directed to work with the Fort McMurray Public School District and the Christina Gordon Public School to determine the budget shortfall funding amount for the capital enhancements to the playground for sensory friendly playground structures; and should a funding shortfall amount be identified, that up to \$60,000 from the Emerging Issues Reserve be allocated to the Christina Gordon Public School for completion of their inclusive playground project in 2021.

**Background:**

Council has created a Council-appointed Regional Advisory Committee on Inclusion, Diversity & Equality (RACIDE) to engage the community in discourse about the principles, as set forth in the UNESCO commitments.

RMWB Mayor and Councillors adopted the Diversity and Inclusion Community Plan for 2017-2022. As well, the current RMWB Strategic Plan (2018-2022) prioritizes the following:



- Strategy & Initiative #1f - Foster equality, diversity, and inclusion in the region
- Strategy & Initiative 1g - Accessibility
- Strategy & Initiative 1m - Youth
- Strategy & Initiative 1i - Partnerships with social profits

The Christina Gordon Public School has requested funding to add sensory friendly playground structures that would encourage all students to play, no matter their age, gender, race or ability and the school playground is open to the public after school hours for the entire community.

**Rationale for Recommendation:**

Pursuant to Procedure Bylaw No. 18/020, the motion is now before Council for consideration.

**Strategic Priorities:**

Responsible Government



## COUNCIL REPORT

Meeting Date: February 23, 2021

### **Subject: Waiving of Annual Business License Fees for Local Businesses (Councillor J. Stroud)**

#### **APPROVALS:**

**Jamie Doyle**

\_\_\_\_\_  
Director

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

#### **Recommended Motion:**

THAT Administration bring forward a report, including financial implications and bylaw amendment(s) to Bylaw No. 20/030 (the Fees, Rates and Charges 2020 Bylaw), necessary to waive business licensing fees for all local businesses in 2021, not later than Council's regularly scheduled meeting of March 23, 2021.

#### **Summary:**

At the February 9, 2021 Council Meeting, Councillor J. Stroud served notice of her intention to submit the following motion for consideration at the February 23, 2021 Council Meeting:

THAT Administration bring forward a report, including financial implications and bylaw amendment(s) to Bylaw No. 20/030 (the Fees, Rates and Charges 2020 Bylaw), necessary to waive business licensing fees for all local businesses in 2021, not later than Council's regularly scheduled meeting of March 23, 2021.

#### **Rationale for Recommendation:**

Pursuant to Procedure Bylaw No. 18/020, the motion is now before Council for consideration.

#### **Strategic Priorities:**

Responsible Government

### Councillors Motions:

#### 8.2. Waiving of Annual Business License Fees for Local Businesses (Councillor J. Stroud)

#### Written Submission

- Fort McMurray Wood Buffalo Economic Development & Tourism
- Northeastern Alberta Aboriginal Business Association

**FORT M<sup>c</sup>MURRAY  
WOOD BUFFALO****ECONOMIC  
DEVELOPMENT  
& TOURISM**

RMWB Mayor and Council  
RMWB  
Fort McMurray, AB

February 19, 2021

**RE: Letter of support to waive business license fee**

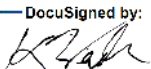
Dear Mayor and Council,

At the February 23, 2021 Council meeting, Cr. Jane Stroud will bring forth a motion to explore waiving business license fees.

Fort McMurray Wood Buffalo Economic Development & Tourism gladly supports this motion and encourages council to consider moving forward with this initiative.

FMWBEDT believes this approach would assist with the retention and expansion of local business. Business retention and expansion is a key economic driver and is important to the local economy. While business license fees form a small part of local business costs, in this current economic environment reducing costs is important to businesses. This motion demonstrates that the community values local entrepreneurs and remains a positive place to do business.

Sincerely,

DocuSigned by:  
  
EE91772DD339490...

**Kevin Weidlich**  
President & CEO

Attachment: Write Submission re Business Licenses Updated (Written submission)

February 23, 2021

**Written submission**

Mayor and Council  
Regional Municipality of Wood Buffalo  
9909 Franklin Avenue  
Fort McMurray, AB  
T9H 2K4

- Re: Bylaw No.20/030

Dear Mayor Scott and Council,

The Northeastern Alberta Aboriginal Business Association is pleased to offer their support for Councilor Stroud's proposed amendment to Bylaw No. 20/030, that would waive business licensing fees for all local businesses in 2021.

Given the unprecedented times our region is facing while experiencing a global pandemic, record lows in oil prices and a flood of disastrous proportions, any financial incentive or show of good faith and support for our business community while they are in recovery is welcome.

Business retention and support is essential to a thriving community. Local business not only provide services for our region but serve as employment and thus financial security for so many of our residents. Any steps that can be taken to further support the financial stability of these organizations must be undertaken.

While some may argue that the Provincial and Federal Government have provided support for small businesses, many organizations either do not have the capacity to seek out these funds, don't qualify for the programs or have been excluded for other reasons.

As we work to support our local business community, efforts must be made in those areas where opportunity exists to invoke change. Taking action where possible will result in outcomes that better our business community and region as a whole. The waiving of licensing fees, seems to be such an instance.

We applaud Councilor Stroud for her initiative and encourage Mayor and Council to support local business by approving the amendment.

Yours Truly,

Michelle Toner  
Executive Director  
Northeastern Alberta Aboriginal Business Association

- **Acknowledgment**

I have read and understand that my name and comments will be made publicly available in the Council agenda. My contact information will NOT be included in the public record.



## COUNCIL REPORT

Meeting Date: February 23, 2021

### **Subject: Draper Community Servicing – Water Delivery Service Subsidy (Mayor D. Scott)**

#### **APPROVALS:**

**Jamie Doyle**

\_\_\_\_\_  
Director

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

#### **Recommended Motion:**

THAT the Municipality continue providing subsidized trucked water delivery service for residential property owners of Draper until such time as a permanent piped water solution for the Draper community is installed and operational.

#### **Summary:**

At the February 9, 2021 Council Meeting, Mayor D. Scott served notice of his intention to submit the following motion for consideration at the February 23, 2021 Council Meeting:

THAT the Municipality continue providing subsidized trucked water delivery service for residential property owners of Draper until such time as a permanent piped water solution for the Draper community is installed and operational.

#### **Rationale for Recommendation:**

Pursuant to Procedure Bylaw No. 18/020, the motion is now before Council for consideration.

#### **Strategic Priorities:**

Responsible Government



### Councillors Motions:

#### 8.3. Draper Community Servicing – Water Delivery Service Subsidy (Mayor D. Scott)

### Written Submission

- Brandon Howse

Hello Everyone,

The reason we started this survey for the RWSS and natural gas line was because Administration has said that Draper residents do not want either of these projects. Up until I started this survey, I have not heard from one resident who was against the projects. But after community engagement, I have heard from a few people who oppose, but the vast majority are in favor of both projects. We were able to collect 67 signatures from 60 property owners. Of those 60 owners, 55 were in favour of RWSS and 55 in favour of natural gas. There were also 2 other owners who would not sign but wanted RWSS and 3 who wanted natural gas.

Because RWSS is a large budget item we settled for the current motion for now until the 2022 budget meeting when we will pursue the new council to add it back to the list of projects to be completed. By having a physical water connection, it eliminates the chance of Administration cutting off our water subsidy and delivery program. Cutting this subsidy may not be on the table right now but as budgets get tighter and the council and administration personnel change over the coming years, it may be eliminated and we are left with even more personal home expenses. Yes, Draper residents have concerns over the project, but it is not enough to discourage connecting.

The feedback received about the water the system is a preference for a pressure system because it reduces the need for homeowner pumps and tanks which can fail, it allows for fire hydrant connections which according to my insurer will lower my home insurance premiums by \$900 per year. That in itself is a nice chunk of savings.

Over the past few weeks, people had frozen water tanks and pipes. Some even had frozen septic fields and having the city connections will eliminate most of these issues. Some newer wildfire re-built homes like my own were not granted permits for a septic field due to the RWSS connection that was scheduled to be built. That also leaves people like myself needing a vac truck every few weeks to clean out my cistern which would be another added cost as well if we lost this subsidy.

In closing I would like to say that doing this survey did not take us much more than 10 hours combined. So when the administration said Draper residents don't want these services I am not too sure how many people they engaged with.

Brandon Howse

Informal petition for Draper developments. Please sign below and select as many options as you wish. Your information will be kept private and redacted by the RMWB once submitted. This petition may not change the RMWB Council's past decision for Draper.

Name	Section 17 (1) FOIP	Trickle Feed	Pressure System	Natural Gas	Signature
Orick Cyllette	Section 17 (1) FOIP	✓	✓	✓	Section 17 (1) FOIP
STEVE MCAN		✓	✓	✓	
David Murray		✓	✓	✓	
Michele Graves		✓	✓	✓	
Kevin Graus		✓	✓	✓	
Derek Marshall		✓	✓	✓	
Herman Wontou		✓	✓	✓	
Karen Wontou		✓	✓	✓	
Shane Kidd		✓	✓	✓	
Brenna Kidd		✓	✓	✓	
Scott Switzer		✓	✓	✓	
MIRANDA HARPER		✓	✓	✓	
Chris Harper		✓	✓	✓	
Tyson Smith		✓	✓	✓	
S. Gaunt		✓	✓	✓	
S. Argouris		✓	✓	✓	
Taylor Cooper		✓	✓	✓	
Jon Meyers		✓	✓	✓	
Noam Hennings		✓	✓	✓	
Matthew Plaro		✓	✓	✓	
Christina Labovane		✓	✓	✓	
Bill Weber		✓	✓	✓	
Dale Cooper		✗	✗	✓	
Richard Plambeck		✓	✓	✓	
DAVID SECOR		✓	✓	✓	
KEATINE SECOR		✓	✓	✓	

Section 17 (1) FOIP

- JAMES SEROZO	Section 17 (1) FOIP	✓	✓	✓
- Amelie Chiosson	Section 17 (1) FOIP	✓	✓	✓

Attachment: Written Submission re Water Delivery Service Subsidy (Written Submission re 8.3 - Water Delivery Service Subsidy)

Informal petition for Draper developments. Please sign below and select as many options as you wish. Your information will be kept private and redacted by the RMWB once submitted. This petition may not change the RMWB Council's past decision for Draper.

[illegible]



Informal petition for Draper developments. Please sign below and select as many options as you wish. Your information will be kept private and redacted by the RMWB once submitted. This petition may not change the RMWB Council's past decision for Draper.

[illegible]

**Attachment: Written Submission re Water Delivery Service Subsidy (Written Submission re 8.3 - Water Delivery Service Subsidy)**

Informal petition for Draper developments. Please sign below and select as many options as you wish. Your information will be kept private and redacted by the RMWB once submitted. This petition may not change the RMWB Council's past decision for Draper.

[illegible]



Informal petition for Draper developments. Please sign below and select as many options as you wish. Your information will be kept private and redacted by the RMWB once submitted. This petition may not change the RMWB Council's past decision for Draper.

[illegible]



Informal petition for Draper developments. Please sign below and select as many options as you wish. Your information will be kept private and redacted by the RMWB once submitted. This petition may not change the RMWB Council's past decision for Draper.

Name Civic      Trickle      Pressure      Natural      Signature  
 Address      Feed      System      Gas

Charles Graves  
 Meridel Graves

Section 17 (1) FOIP

-opting for Natural Gas

Section 17 (1) FOIP





## COUNCIL REPORT

Meeting Date: February 23, 2021

**Subject: Draper Community Servicing – ATCO Gas Line (Mayor D. Scott)**

**APPROVALS:**

**Jamie Doyle**

\_\_\_\_\_  
Director

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

**Recommended Motion:**

THAT Administration immediately engage with ATCO Gas regarding the potential installation of permanent gas line(s) for residential properties in Draper and report back to Council by March 23, 2021, such report to include information on how the Municipality can support and facilitate such project.

**Summary:**

At the February 9, 2021 Council Meeting, Mayor D. Scott served notice of his intention to submit the following motion for consideration at the February 23, 2021 Council Meeting:

THAT Administration immediately engage with ATCO Gas regarding the potential installation of permanent gas line(s) for residential properties in Draper and report back to Council by March 23, 2021, such report to include information on how the Municipality can support and facilitate such project.

**Rationale for Recommendation:**

Pursuant to Procedure Bylaw No. 18/020, the motion is now before Council for consideration.

**Strategic Priorities:**

Responsible Government

## Councillors Motions:

### 8.4. Draper Community Servicing – ATCO Gas Line (Mayor D. Scott)

#### Written Submission

- Brandon Howse

Hello Everyone,

The reason we started this survey for the RWSS and natural gas line was because Administration has said that Draper residents do not want either of these projects. Up until I started this survey, I have not heard from one resident who was against the projects. But after community engagement, I have heard from a few people who oppose, but the vast majority are in favor of both projects. We were able to collect 67 signatures from 60 property owners. Of those 60 owners, 55 were in favour of RWSS and 55 in favour of natural gas. There were also 2 other owners who would not sign but wanted RWSS and 3 who wanted natural gas.

It is hard to get an understanding of the natural gas line as ATCO does not like emails or phone calls and can be difficult to reach to ask questions. I have heard from other people that ATCO said they need between 35 and 40 homes to make the project worthwhile. As I have said earlier our survey has found 55 homeowners that want that connection. The reason only 28 signed up in the beginning, was the short notice and timing for the payments. A few weeks is not enough time for some people to come up with nearly \$5000. Plus coming for this money towards the end of summer people can be a financial strain as they are ordering propane for winter which costs nearly \$2000 a fill, ordering their winter's firewood, and getting kids ready for school. Some people just don't have that kind of money sitting around and if there was more time or the fee could be put on a payment plan those people would sign up.

Some other residents who wanted the natural gas line but did not sign up had inside information that the project was not shovel-ready and that we would be giving a billion-dollar company collectively \$170000-200000 to hold for years while the project was still in the design phase. It would be more reasonable for ATCO to ask for our connection fee when the project is 100% shovel-ready. For the project to be 100% ready the RMWB will need to complete a road alignment in Waterways and until that project is complete this gas line is not moving forward.

Over the past few weeks in this deep freeze, many residents had frozen propane lines and lost heat to their homes. There is an enormous amount of stress on the working family who isn't home all day to monitor for such problems. Some people can't even get a propane truck near their home due to the

Attachment: Written Submission re ATCO Gas Line (Written Submission re: ATCO Gas Line)

slope and are using smaller pig tanks to truck propane up the hill on their own. Having a fixed gas line eliminates these problems.

Another positive for the natural gas line is the cost savings. From now until 2030 I will personally save nearly \$40000. That is more than enough to pay for the system connection and any associated appliance replacement or switch over. An idea of where the majority of the savings come from is the cost of the energy itself. 1 GJ of natural gas averaged \$2.68 in 2020 while 1 GJ of propane is \$27.60. That is over 10 times the cost for the same amount of energy. I have attached the calculations for the savings in the packet for this meeting.

In closing, I would like to say that we Draper residents aren't looking for special treatment we just want fair treatment. We want similar amenities that other communities have, we want more engagement by the administration as this simple survey did not take much more then 10 hours between 6 of us to complete, and that alone is a telling story.

Thanks to any person who has helped get the attention this far but there is still more work to be done.

Brandon Howse

**Natural Gas Savings 2030 (\$170 per ton carbon tax)(Assuming propane and natural gas prices stay constant for the next 9 years)**

	Cost per GJ (12 month average)	Delivery Fees (12 month average)	Carbon Tax per GJ (2021 rates)	Tank rental per year			
Natural Gas	\$2.34	\$44	\$8.5	\$0			
Propane	\$27.3	\$0	\$7.14	\$200			
	Annual Gas Costs	Annual Delivery Fees	Annual Carbon Tax	Tank rental per year	GST	Annual Total	Monthly Average
Natural Gas	\$449.28	\$528	\$1632	\$0	\$130.46	\$2739.75	\$228.31
Propane No rebate	\$5241.6	\$0	\$1370.88	\$200	\$340.62	\$7153.10	\$596.09
Propane with rebate	\$3931.20	\$0	\$1370.88	\$200	\$340.62	\$5842.7	\$486.89

**Having natural gas in 2030 would save you up to \$367.78 per month or \$4413.36 per year.**

**Having natural gas from 2021 to 2030 would save you nearly \$40000!**

Attachment: Written Submission re ATCO Gas Line (Written Submission re: ATCO Gas Line)



### Natural Gas VS Propane Cost

Annual cost based on 3 2500L propane fills per year. (7500L of propane)

7500L of propane is equal to 192GJ. 39L equals 1 GJ.

Propane cost of \$0.70 per liter

Delivery fees ranged from \$34-\$69 over 12 bills for 2020. 12 month average used in calculations below.

Natural gas cost ranged from \$2/GJ to \$3.20/GJ. 12 month average used in calculations averaged below.

### Natural Gas Savings 2021 (\$40 per ton carbon tax)

	Cost per GJ (12 month average)	Delivery Fees (12 month average)	Carbon Tax per GJ (2021 rates)	Tank rental per year			
Natural Gas	\$2.34	\$44	\$2.10	\$0			
Propane	\$27.3	\$0	\$1.68	\$200			
	Annual Gas Costs	Annual Delivery Fees	Annual Carbon Tax	Tank rental per year	GST	Annual Total	Monthly Average
Natural Gas	\$449.28	\$528	\$403.20	\$0	\$69.02	\$1449.50	\$120
Propane No rebate	\$5241.6	\$0	\$322.56	\$200	\$288.21	\$6052.37	\$504.36
Propane with rebate	\$3931.20	\$0	\$322.56	\$200	\$288.21	\$4741.97	\$395.16

**Having natural gas today would save you up to \$384.36 per month or \$4612.32 per year.**

Informal petition for Draper developments. Please sign below and select as many options as you wish. Your information will be kept private and redacted by the RMWB once submitted. This petition may not change the RMWB Council's past decision for Draper.

Name	Trickle Feed	Pressure System	Natural Gas	Signature
Orick Cyllette	✓	✓	✓	Section 17 (1) FOIP
Section 17 (1) FOIP				
STEVE MCAN	✓	✓	✓	
David Murray	✓	✓	✓	
Michele Graves	✓	✓	✓	
Kevin Graves	✓	✓	✓	
Derek Marshall	✓	✓	✓	
Herman Warrington	✓	✓	✓	
Karen Warrington	✓	✓	✓	
Shane Kidd	✓	✓	✓	
Brenna Kidd	✓	✓	✓	
Scott Switzer	✓	✓	✓	
MIRANDA HARPER	✓	✓	✓	
Chris Harper	✓	✓	✓	
Tyson Smith	✓	✓	✓	
S. Gaunt	✓	✓	✓	
S. Argosky	✓	✓	✓	
Taylor Cooper	✓	✓	✓	
JOHN MEYERS	✓	✓	✓	
Noam Hennings	✓	✓	✓	
Matthew Plaro	✓	✓	✓	
Christina Labovane	✓	✓	✓	
Bill Weber	✓	✓	✓	
Dale Cooper	✗	✗	✓	
Richard Plambeck	✓	✓	✓	
DAVID SECOR	✓	✓	✓	
* ELEANOR SECOR	✓	✓	✓	

Attachment: Written Submission re ATCO Gas Line (Written Submission re: ATCO Gas Line)

Section 17 (1) FOIP

- JAMES SZORDO	Section 17 (1) FOIP	✓	✓	✓
- Amelie Chiosson	Section 17 (1) FOIP	✓	✓	✓

Attachment: Written Submission re ATCO Gas Line (Written Submission re: ATCO Gas Line)

Informal petition for Draper developments. Please sign below and select as many options as you wish. Your information will be kept private and redacted by the RMWB once submitted. This petition may not change the RMWB Council's past decision for Draper.

[illegible]



Informal petition for Draper developments. Please sign below and select as many options as you wish. Your information will be kept private and redacted by the RMWB once submitted. This petition may not change the RMWB Council's past decision for Draper.

[illegible]

**Attachment: Written Submission re ATCO Gas Line (Written Submission re: ATCO Gas Line)**

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[illegible]

**Attachment: Written Submission re ATCO Gas Line (Written Submission re: ATCO Gas Line)**

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[illegible]

**Attachment: Written Submission re ATCO Gas Line (Written Submission re: ATCO Gas Line)**



Informal petition for Draper developments. Please sign below and select as many options as you wish. Your information will be kept private and redacted by the RMWB once submitted. This petition may not change the RMWB Council's past decision for Draper.

Name Civic	Trickle	Pressure	<input checked="" type="radio"/> Natural	Signature
Address	Feed	System	<input checked="" type="radio"/> Gas	

Charles Graves  
Meridel Graves

Section 17 (1) FOIP

-opting for Natural Gas

Section 17 (1) FOIP