TOWN OF WAINWRIGHT REGULAR COUNCIL MEETING September 3, 2024 AGENDA

- 1. Call to Order 7:00 p.m.
- 2. Adoption of Agenda
- 3. Adoption of Meeting Minutes
 - 3.1 Adoption of the August 20, 2024 Regular Meeting Minutes
- 4. Delegation

7:00 p.m. – Claude Mindorff, Director of Strategy; PACE Canada LP Re: A Solar Farm Proposal

- 5. Payment of Accounts
 - 5.1 General
- 6. Staff Reports
 - 6.1 Director of Protective Services Fire Chief
 - 6.2 Director of Planning and Development
 - 6.3 Director of Parks and Recreation
 - 6.4 Director of Public Works
 - 6.5 Chief Administrative Officer
- 7. Council Reports
 - 7.1 Patrick Moroz
 - 7.2 Will Challenger
 - 7.3 Rick Fountain
 - 7.4 Vince Saretsky
 - 7.5 Bob Foley
 - 7.6 Ariel Haubrich
 - 7.7 Bruce Pugh
- 8. Informational Items
 - 8.1 Letter from Ric McIver, Minister of Municipal Affairs Re: 2025 Fire Services Training Program Grant
- 9. Unfinished Business
 - 9.1 Bylaw 2024 03; Water Conservation Bylaw
 - 9.2 Bylaw 2024 04; Utility Bylaw

10. New Business

- 10.1 Policy 2024 11; Harassment & Bullying Prevention
- 10.2 Policy 2024 12; Violence Prevention
- 10.3 Canada Community-Building Fund Memorandum of Agreement
- 10.4 September 26, 2024 Terry Fox Run Road Closure
- 10.5 2025 Communities in Bloom Funding Request
- 10.6 Fire Department Command SUV Accessories
- 10.7 Fire Hydrant Installation
- 10.8 Invistec Traffic Impact Assessment

11. Roundtable Discussion

- 11.1 FortisAlberta Inc. Franchise Fees
- 11.2 Alberta Municipalities Resolutions

12. Adjournment



Moved by	/ Councillor	Moroz
MOVED DI	/ Councilloi	IVIUIUZ

THAT the Agenda be approved as presented.



Moved b	y Councillor	Moroz
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THAT the Minutes of the Regular Meeting of the Council of the Town of Wainwright held August 20, 2024 be approved as written.



MINUTES OF THE REGULAR MEETING OF THE COUNCIL OF THE TOWN OF WAINWRIGHT HELD TUESDAY, AUGUST 20, 2024 IN THE COUNCIL CHAMBERS OF THE TOWN OFFICE COMMENCING AT 7:00 P.M.

ATTENDANCE:

Mayor Bruce Pugh, Councillors Bob Foley, Ariel Haubrich, Rick Fountain, Will Challenger, Vince Saretsky and Patrick Moroz.

Also in attendance were Karrie Gau, Chief Administrative Officer; Scott Flett, Director of Planning and Development; Trevor Miller, Director of Public Works; Scott Walker, Director of Parks and Recreation; Crystal Andersen, Assistant Director of Finance; and Kim Christensen, Director of Corporate Services.

Call to Order Mayor Bruce Pugh, presiding in the Chair, called the meeting to order at 7:00 p.m.

Agenda

2024 – 201 Moved by Clr. Moroz that the Agenda be approved as presented.

CARRIED

Minutes

2024 – 202 Moved by Clr. Moroz that the Minutes of the Regular Meeting of the Council of the Town of Wainwright held August 6, 2024 be approved as written.

CARRIED

DELEGATION

7:02 p.m. – 8:00 p.m.

Bryan Perkins and Shelden Welch of the Major Projects Committee for the Rotary Club of Wainwright discussed Phase 2 of the Rotary All-Seasons Park with Council.

PAYMENT OF ACCOUNTS

General

2024 – 203 Moved by Clr. Moroz that the General Accounts of the Town of Wainwright in the amount of \$2,234,134.07 be approved for payment.

CARRIED

Monthly Statement

2024 – 204 Moved by Clr. Moroz that the Monthly Statement for the Town of Wainwright as presented by the Assistant Director of Finance for the month of July 2024 be approved.

CARRIED

NEW BUSINESS

Policy 2024 – 09; Health and Safety Policy

2024 – 205 Moved by Clr. Moroz that Policy 2024 – 09; Health and Safety be adopted as presented and placed in the Policy Book

CARRIED

Policy 2024 – 10; Joint Worksite Health & Safety Committee Policy

2024 – 206 Moved by Clr. Moroz that Policy 2024 – 10; Joint Worksite Health & Safety Committee be adopted as presented and placed in the Policy Book.

CARRIED

Bylaw 2024 - 03; Water Conservation Bylaw

2024 – 207 Moved by Clr. Foley that Bylaw 2024 – 03 receive First Reading (Being a Bylaw to govern water use and water conservation measures during events of water shortage).

CARRIED

Bylaw 2024 – 04; Utility Bylaw

2024 – 208 Moved by Clr. Foley that Bylaw 2024 – 04 receive First Reading (Being a Bylaw to regulate and provide for the supply of natural gas, water, wastewater and stormwater utility, garbage and recycling).

CARRIED

Bylaw 2024 – 05; Amend LUB

2024 – 209 Moved by Clr. Challenger that Bylaw 2024 – 05 receive First Reading (Being a Bylaw to amend Land Use Bylaw 2022 – 04).

CARRIED

Bylaw 2024 – 06; Amend LUB

2024 – 210 Moved by Clr. Challenger that Bylaw 2024 – 06 receive First Reading (Being a Bylaw to amend Land Use Bylaw 2022 – 04).

CARRIED

Wainwright Motor Club Road Closure Request

2024 – 211 Moved by Clr. Foley that the letter from Kristee Adamson-Webber of the Wainwright Motor Club re: Road Closure be received and that a road closure be approved for the service road north of 14th Avenue as per the agreed map for the date of Friday, October 4, 2024 from 7:00 p.m. to 10:00 p.m. for their charity car show event, Friday Night Lights, subject to appropriate insurance coverage and furthermore that the Public Works Department provide the necessary barricades required for the event.

CARRIED

Paving of 24th and 26th Street Cul-De-Sacs

2024 – 212 Moved by Clr. Challenger that as recommended by the Director of Planning and Development, along with Select Engineering Consultants Ltd., the 2024 Paving of 24th Street Crescent Project be authorized to exceed the capital budget by approximately \$42,400.00 for a total estimated cost of \$92,400.00 plus applicable taxes to allow for the paving of the 24th and 26th Street cul-de-sacs and furthermore authorize Border Paving Ltd. to complete this project, with all costs drawn from the Land Reserve.

CARRIED

Laneway Improvements Engineering Services

2024 – 213 Moved by Clr. Challenger that as recommended by the Director of Planning and Development, the quotation from Select Engineering Consultants Ltd. in the amount of \$20,000.00 plus applicable taxes for engineering services to add laneways in the Enstrom 1B and the 14/41 Common Phase 2 subdivisions be accepted as presented, including \$8,000.00 for Enstrom laneway improvements and \$12,000.00 for 14/41 laneway improvements and furthermore that the cost be drawn from the Land Reserve.

CARRIED

RR 65 Wetland Improvements

2024 – 214 Moved by Clr. Challenger that as recommended by the Director of Planning and Development, the Town of Wainwright be authorized to hire Saddle Hills Oilfield Construction for a cost of \$4,314.64 plus applicable taxes to remove debris from the wetland located east of Range road 65 (south of 0024768;2;9) as per Alberta Environment and regrade the roadway as well as build an entrance onto the road and furthermore that the cost be drawn from the Land Reserve.

CARRIED

Municipal Financial Management Software

2024 – 215 Moved by Clr. Moroz that the Town of Wainwright approve the Agreement with CentralSquare Canada Software, Inc. for Municipal Financial Management Software as presented, with a cost of \$134,750.00 for implementation and \$74,270.00 for year one annual software, maintenance and support, for a total cost of \$209,020.00 plus applicable taxes, for the period of August 21, 2024 to August 20, 2029 with the option of successive one (1) year renewal terms and furthermore that the Mayor and Chief Administrative Officer be authorized to sign the Agreement.

CARRIED

In Camera

2024 – 216 Moved by Clr. Fountain that in accordance with Section 197 of the *Municipal Government Act*, the Town of Wainwright Council go in Camera at 8:52 p.m. to discuss land matters as per Section 16 of the *Freedom of Information and Protection of Privacy Act*.

CARRIED

Out of Camera

2024 – 217 Moved by Clr. Haubrich that the Town of Wainwright Council go out of Camera at 9:26 p.m.

CARRIED

ROUNDTABLE DISCUSSION

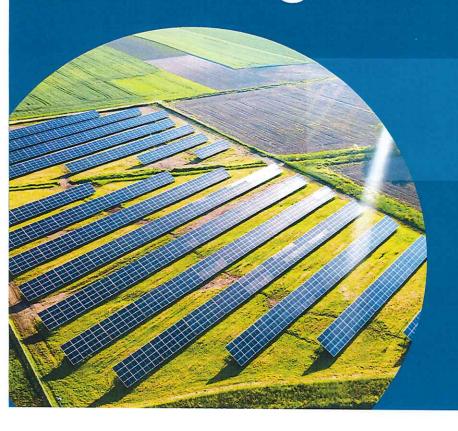
Council discussed the following topics at this time:

Eset Cybersecurity Training Truth & Reconciliation Event September 28th Lot in 14/41 Common Husky Property

Adjournment Mayor Bruce Pugh, presiding in the Cp.m.	Chair, adjourned the meeting at 9:27
ī	MAYOR
Ō	CHIEF ADMINISTRATIVE OFFICER

Town of Wainwright





A Solar Farm Proposal

Claude Mindorff Director of Strategy September 3, 2024

Land Acknowledgement

PACE would like to respectfully acknowledge that the proposed project in the Town of Wainwright is on Treaty 6 Territory and the home of Ojibwe, Plains Cree, Western & Eastern Dakota, Lakota, Blackfoot, Stoney, Métis, and Cree people. We honour the First Peoples who have lived here since time immemorial. They bring a rich and beautiful culture from which we can learn. Their presence continues to enrich our Alberta communities. We pay our respect and reaffirm our relationship with one another.





About PACE Canada



Who we are

- PACE Canada is a Canadian company jointly owned by Pathfinder Clean Energy in the UK, and Goldbeck Solar, a large-scale solar developer based in Germany.
- Growing Canada's pipeline of clean energy community-based projects.

Our Focus

Invest, develop and manage:

- Utility Scale Solar
- Wind
- Battery Storage

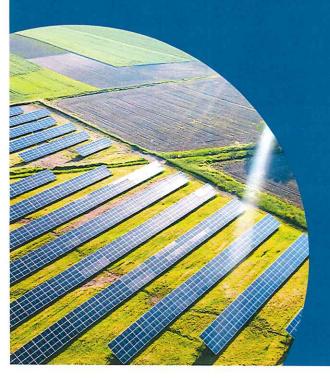
Our Values

- Collaboration
- Accountability
- Passion

Solar Projects

Approximately 1.6GW of solar projects in the development pipeline





Distribution Projects

Hanna Sheerness

Caroline

Viking

Lougheed

Killam

Brooks

Hanna

Bassano

Wainwright

Transmission Projects

Mannix Mine

Paintearth

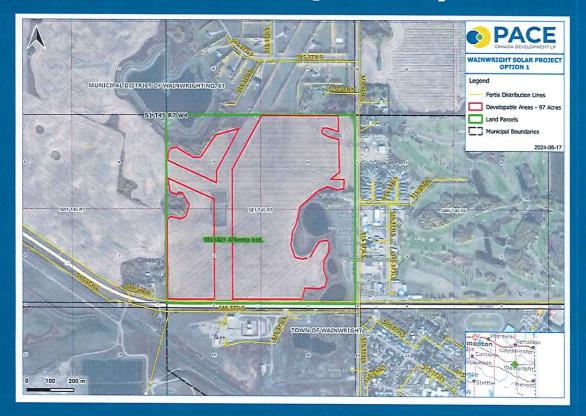
Wind River

Solar River

Joffre 3

Sheerness 3 & 4

Project Area (West)





Wainwright Project Details West



• 14 MWac in the Town of Wainwright

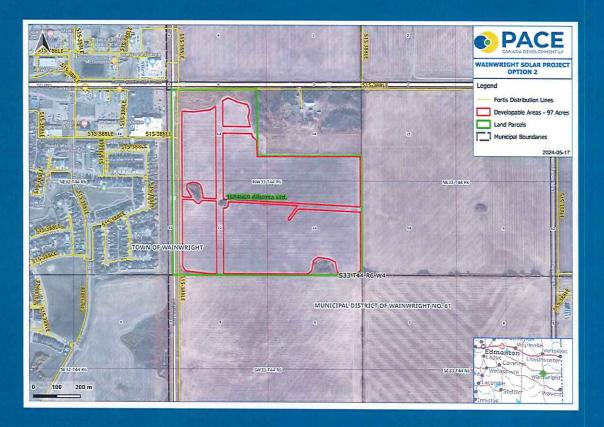
• 7.2 MW Battery Energy Storage (non-lithium)

 Interconnection: FortisAlberta, 25kV 373LS Feeder

- AUC Permitting Date: Q2 2025
- Construction Start Date: Q3 2025
- Energization Date: Q3 2026



Project Area (East)





Wainwright Project Details East (Subject to Fortis HLS report)

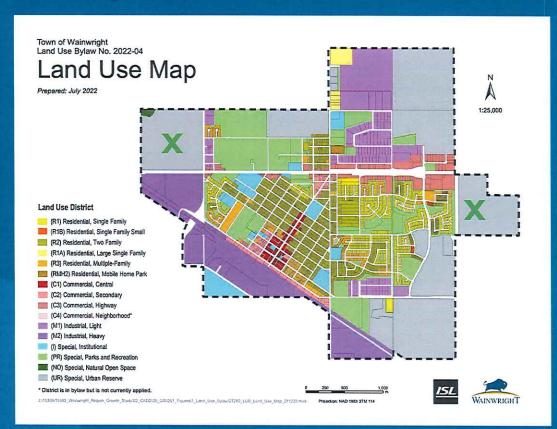


- 14 MWac in the Town of Wainwright
- 7.2 MW Battery Energy Storage
- Interconnection: FortisAlberta



Compliance with Planning



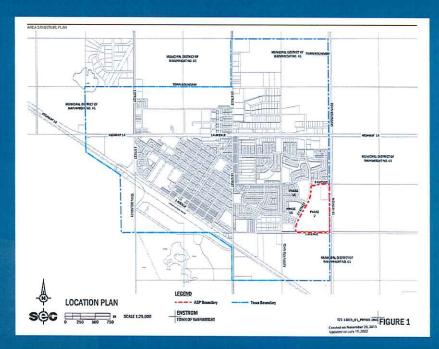


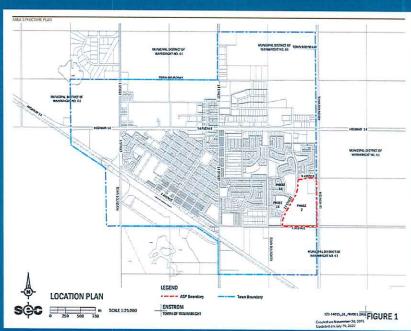
Land Use Bylaw

Lands proposed for development are currently zoned Urban Reserve. Solar is not listed as a Permitted or Discretionary Use. A bylaw amendment or zoning redesignation is required.

Compliance with Planning Area Structure Plans







No apparent conflicts with the Area Structure Plan.

Land Suitability Rating System



- Wainwright (east option) mostly Class 2, with a mix of Class 5 lands.
- Wainwright (west option) no LSRS classification for that area, but most likely it's Class 2 as well.

Allows lands to remain in agricultural co-use satisfying AUC policy and three of Alberta's most pressing resource needs: food, energy and water. Some lands will be set aside for commercial development.

Typical solar farm development process





Identify land/ lease lands Consult with Muni Community Involvement Program

Permitting

Final Engr. & Design Operation & Maintenance

Initial Engr. & Design

AESO Connection Glint /Glare. Noise and Env. Studies

Crossing Agreements

Submit AUC Appl.

Start Construction

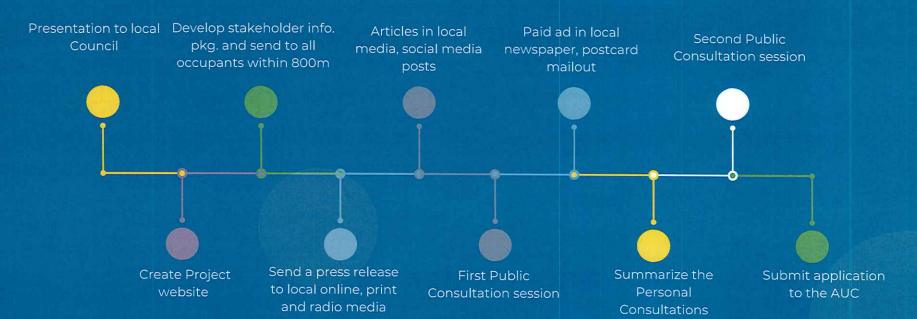
Completed

Not started

In-progress

Overview of the Participant Involvement Process





Solar Farm BenefitsCommunity and Economy

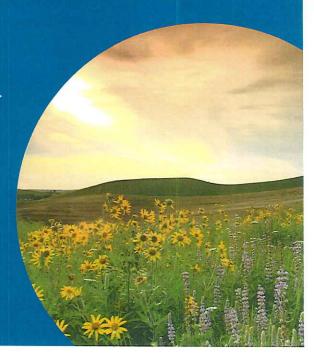


- Approximately 100-150 temporary construction jobs.
- 2-3 full-time Operation and Maintenance jobs over the initial 30 year life of the project per annum.
- Significant contributions to the municipal tax base per annum.
- Local purchases to support operating costs (multiplier effect).
- Creates non-traditional farm income for landowners.
- Supports communuity energy self-reliance
- Availability of clean affordable energy helps attract new business to Alberta

Solar Farm Benefits Environmental Benefits



- Helps Alberta and Canada achieve carbon emission reduction targets (Calculations based on a 14MW build).
 - o 13,711 tonnes of annual GHG reductions
 - 356,910 tonnes of lifetime GHG reductions
 - Enough energy to power 2,618 Albertan homes
- Allows communities to achieve sustainable development goals.
- Supports the growth of native grass species and pollinators.
- Improves soil health.
- Protects wetlands.
- Conserves water (solar energy does not consume water resources unlike gas and coal).
- Allows for continued agricultural use.



Community Benefits



- Property taxes.
- 20,000 annually for investment in community initiatives.
- Multiplier effect \$2 generated for every dollar spent in the community.
- Advisory to the municipality on renewable energy programs.
- Participation in PACE's economic development efforts around "Power to Products."
- Continued support of the agricultural sector through PACE's Agrivoltaics Farm Plan.

What we've heard from Albertans



The main concerns emerging from stakeholders in our public consultations are as follows:

- Impact on view for neighbouring residents
- Potential for nearby residential property values to decline
- Solar energy is taking away from Alberta's agricultural lands
- Noise from construction and operations
- Solar glare from the panels
- Perceived safety issues (EMFs and Fire)
- Environmental impact on wildlife and wetlands
- Solar energy isn't green
- Solar energy will drive up the cost of electricity
- Hail will damage the solar panels
- Clean-up costs
- Solar doesn't produce much energy and it will only contribute to more grid alerts and potential blackouts i.e. snow cover.

Question/Concern/Next Steps



Does Council support a bylaw amendment or zoning redesignation to support the development moving forward?

Request for the Town's Planning department to provide specific development permitting requirements in advance.

PACE to conduct a community profile on the Town of Wainwright as part of our committment to stakeholder engagement.

Request for the Town's support in sharing Participant Involvement Program information with the community.

Contact Us

Claude Mindorff

Director of Strategy claude.mindorff@pathfinderce.com 403-793-5365

pacecanadalp.com info.pathfinderce.com







Moved by Councillor	Moroz
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THAT the General Accounts of the Town of Wainwright in the amount of \$346,871.21 be approved for payment.

Signature	



Moved by Councilor M	loroz
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THAT the Director of Protective Services – Fire Chief Report to Town Council for the month of August 2024 be approved as presented.



Moved by	/ Councilor	Challenger

THAT the Director of Planning and Development Report to Town Council for the month of August 2024 be approved as presented.

Signature		



Moved by Councilor	Haubrich
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THAT the Director of Parks and Recreation Report to Town Council for the month of August 2024 be approved as presented.



Moved by	Councilor	Foley

THAT the Director of Public Works Report to Town Council for the month of August 2024 be approved as presented.



Moved by Councilor Mo

THAT the Chief Administrative Officer Report to Town Council for the month of August 2024 be approved as presented.



Office of the Minister MLA, Calgary-Hays

AR115836

August 9, 2024

Subject: 2025 Fire Services Training Program Grant

Dear Chief Elected Officials:

It is my pleasure to announce that Municipal Affairs is providing \$500,000 in grant funding for the 2025 Fire Services Training Program. This government recognizes the important work of fire services, and that public safety is always a priority. While Municipal Affairs respects that fire services are a municipal responsibility, we also recognize that a strong provincial-municipal partnership is key to keeping Albertans safe.

This grant provides supplemental funding supports to assist Alberta communities in ensuring their local fire services are adequately trained to respond to identified community risks. Courses approved for delivery under this grant will align with the following key outcomes:

- · public safety is preserved in Alberta;
- · community risk is effectively managed by local authorities; and
- firefighters are able to receive training in alignment with best practices.

Grant information, along with grant guidelines and application form are available at www.alberta.ca/fire-services-training-grant. Please forward this information to your chief administrative officers and fire chiefs, so they may complete the application form. Collaboration involving multiple municipalities is permitted, but not required.

If you have any questions regarding the grant applications or the program guidelines, feel free to contact Municipal Affairs at 1-866-421-6929 or firecomm@gov.ab.ca.

This grant program will assist fire departments across the province be prepared with the knowledge and skills to protect their communities. I look forward to reviewing your 2025 Fire Services Training Program submissions.

Sincerely.

Ric McIver Minister

Classification: Public



Moved	by	Councillor	Foley
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THAT Bylaw 2024-03 receive Second Reading (Being A Bylaw to govern the water use and water conservation measures during events of water shortage).

TOWN OF WAINWRIGHT BYLAW 2024 – 03

A Bylaw of the Town of Wainwright in the Province of Alberta to govern water use and water conservation measures during events of water shortage.

WHEREAS the Council of the Town of Wainwright in the Province of Alberta deems it advisable and necessary to make provisions for the restriction of the use of water and for the protection of the supply of water;

AND WHEREAS the Town of Wainwright, pursuant to the provisions of the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26, and amendments made thereto, is authorized to pass bylaws for municipal purposes respecting services provided by or on behalf of the municipality, as well as to enforce those bylaws in order to protect the Town's water supply;

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

1. TITLE

This Bylaw shall be known as the "Water Conservation Bylaw".

2. DEFINITIONS

For the purpose of this Bylaw:

"Bulk Water Consumer" means a person or corporation who, upon approval, purchases a bulk quantity of water via a metered Town hydrant or station.

"Bylaw Officer" means the Municipal Enforcement Officer of the Town of Wainwright.

"CAO" means the Chief Administrative Officer appointed by Council in accordance with the Act or an authorized designate.

"Consumer" means any person or persons, corporation, any other municipal corporation, the Government of Alberta or the Government of Canada whose property is connected to the water system or any Lessee or occupant of such property or any person who obtains water from any Town owned hydrant or station.

"Commercial, Industrial and Institutional Water User" means a consumer who is supplied a service to a premise principally used to conduct a profession, business, trade, industry, occupation or employment, and also includes institutional uses and apartment buildings.

"Council" means the Council of the Town of Wainwright.

"Residential Water User" means a consumer who is supplied a service to a premise that is used primarily for domestic purposes including but not limited to, single family dwellings, multi-family dwellings (excluding apartment buildings), mobile home parks and condominium developments.

"Town" means the Town of Wainwright, a municipal corporation in the Province of Alberta, and includes the area contained within the corporate boundaries of the Town of Wainwright.

"Violation Ticket" means a ticket issued pursuant to Part 2 or 3 of the Provincial Offences Procedure Act, R.S.A. 2000, P-34.

3. WATER CONSERVATION STRATEGIES

- 3.1 The Town Council or CAO may at any time make orders restricting the use of water either by all consumers throughout the Town or in any particular area or areas of the Town. The order may specify the restricted use of water that shall apply during such hours of any day of the week.
- 3.2 The CAO is hereby delegated the authority to implement the requirements set out in this Bylaw, any new directions provided by Council, and any amendments to directions provided under this Bylaw, to ensure compliance with the use of water provided by the Town.
- 3.3 The Town presently provides potable water to all consumers through either the Town water distribution system or the bulk water station. At times where drought conditions exist in the Town, or as otherwise determined by Council, that affects the overall water supply of the Town, The Town will undertake the following:
 - (a) Assist all consumers by providing information that will encourage water conservation.
 - (b) Encourage commercial, industrial and institutional consumers to implement water conservation technology.
 - (c) Manage the overall supply of water in the Town in order to comply with the requirements by all water suppliers and users through regulation, restriction or prohibiting the use of water as set out in this Bylaw, any amendments hereafter or by a resolution of Council, duly enacted, for specific water use restriction issues.
- 3.4 The Town Council or CAO may restrict, regulate or prohibit the hours during which water may be used for any purpose other than for firefighting.
- 3.5 The Town will provide notice of the state of water shortage and the water restriction imposed through whatever sources the CAO determines sufficient, which may include but is not limited to, the Town website, social media, video signs, signage, bulk notification and newspaper.
- 3.6 No person shall use any water from the water works system in contravention of the terms of any order made by the CAO under this section.
- 3.7 The restrictions may include the regulation, restriction or prohibition of the use of water supplied by the Town for consumers by any method including but not limited to restricting amounts supplied on an ongoing basis, closing off the water supply during certain times of the day, or totally prohibiting use of water by permanent closure of water supply valves for extended periods of time.

3.8 The restrictions may include outdoor watering such as lawns and gardens according to the schedule outlined as Schedule "C" attached hereto and forming part of this Bylaw.

4. WASTING WATER

- 4.1 All consumers or persons are prohibited from wasting water when water rationing is in effect.
- 4.2 Any consumer or person who wastes water supplied by the Town will pay a fine under this Bylaw. In determining if an activity constitutes wasting water, consideration will be given to the following:
 - (a) The volume of water reasonably required to perform the activity undertaken;
 - (b) The length of time that water has been allowed to run;
 - (c) The degree of control exercised over the flow of water;
 - (d) The purpose to which the water is being put;
 - (e) The degree of restriction on water consumption presently in place; and
 - (f) The existence of any other factors reasonably suggesting that waste of water is occurring or has occurred.

5. EXCEPTIONS

- 5.1 Council may choose to exempt certain water users from provisions of all or portions of this Bylaw. Exemptions will be considered on a case-by-case basis.
- When routine operational maintenance is being conducted and advance notification is provided by the Department of National Defence, the Town will consider whether a temporary decline in reservoir levels necessitates the implementation of water restrictions as outlined in Schedule "C".
- 5.3 Should a State of Local Emergency (SOLE) be enacted, the SOLE will take precedence over this Bylaw.

6. PENALTIES

- A consumer or person committing a breach of any of the provisions of this Bylaw, upon conviction of breach thereof, may forfeit the right to be supplied with water, and shall be liable to a penalty as established in Schedule "A", attached hereto and forming part of this Bylaw, in the case of a residential user and to a penalty as established in Schedule "B", attached hereto and forming part of this Bylaw in the case of a commercial, industrial or institutional water user, per incident of violation of the provisions of this Bylaw.
- 6.2 Where a Bylaw Officer has reason to believe that any consumer is committing, or has committed, a breach of any provision of this Bylaw, that Bylaw Officer is hereby authorized and empowered to serve that consumer with a violation ticket pursuant to Part 2 or 3 of the Provincial Offences Procedure Act.
- 6.3 Where contravention of this Bylaw is of a continuing nature, further violation tickets may be issued by the Bylaw Officer provided however, that no more than one violation ticket shall be issued for each day that the contravention continues.

7. EFFECTIVE DATE

This Bylaw shall come into full force and effect upon passing of the third reading. READ a first time in Council this 20th day of August, 2024. READ a second time in Council this ____ day of _____, 2024. Mayor Chief Administrative Officer READ a third and final time in Council this ____ day of _____, 2024. Mayor Chief Administrative Officer

Schedule "A"

Penalties for Residential Water Users

Offence	Amount
1 st Offence	\$100.00
2 nd Offence	\$250.00
3 rd Offence	\$800.00

Schedule "B"

Penalties for Commercial, Industrial and Institutional Water Users

Offence	Amount
. 1st Offence	\$1,500.00
2 nd Offence	\$5,000.00
3 rd Offence	\$10,000.00

Water Restriction Schedule

The Town will use discretion to reduce the water pressure within the distribution system to supplement all restriction levels below.

ODD AND EVEN WATERING DAYS FOR LAWNS: Using the last number of your address (odd or even) determines which days you may water your lawn.

LEVEL 1: When combined reservoirs level are at or below <u>50%</u>.

ODD numbered addresses may water lawns on Tuesday, Thursday and Sunday. Watering may occur only during the following hours:

6:00 a.m. - 09:00 a.m.

5:30 p.m. - 09:30 p.m.

Odd numbered address consumers who use sprinkler systems on timers can water their lawn from 10:00 p.m. to 5:00 a.m. on Tuesday, Thursday and Sunday*.

EVEN numbered addresses may water lawns on Monday, Wednesday and Saturday. Watering may occur only during the following hours:

6:00 a.m. – 09:00 a.m.

5:30 p.m. - 09:30 p.m.

Even numbered address consumers who use sprinkler systems on timers can water their lawn from 10:00 p.m. to 5:00 a.m. on Monday, Wednesday and Saturday*.

Flowerbeds and vegetable gardens may be watered by hand at any time, using a watering can or a hose with a nozzle with a trigger shut off to restrict water flow. Sprinklers and water toys may be used for recreational purposes by children as long as children are present during use. This includes children's pools with a capacity of not more than 1,000 liters.

LEVEL 2: When combined reservoirs level are at or below 40%.

All outdoor water use is prohibited for all consumers (e.g. washing cars, sidewalks, pads, exteriors of buildings, recreational use of sprinklers and like water toys, pools).

Excepting:

ODD numbered addresses may water lawns on Thursday and Sunday. Watering may occur only during the following hours:

6:00 a.m. - 09:00 a.m.

5:30 p.m. - 09:30 p.m.

Odd numbered address consumers who use sprinkler systems on timers can water their lawn from 10:00 p.m. to 5:00 a.m. on Thursday and Sunday*.

EVEN numbered addresses may water lawns on Wednesday and Saturday. Watering may occur only during the following hours:

6:00 a.m. – 09:00 a.m.

5:30 p.m. - 09:30 p.m.

Even numbered address consumers who use sprinkler systems on timers can water their lawn from 10:00 p.m. to 5:00 a.m. on Wednesday and Saturday*.

Flowerbeds and vegetable gardens may be watered by hand at any time, using a watering can or a hose with a nozzle with a trigger shut off to restrict water flow.

The operating hours of the Town Splash Park will be reduced and operating hours of other Town facilities will be reviewed.

Bulk water sales will be limited.

LEVEL 3: When combined reservoir levels are at or below <u>35%</u>.

All outdoor water use is prohibited for all consumers (e.g. watering lawns, washing cars, sidewalks, pads, exteriors of buildings, recreational use of sprinklers and like water toys, pools).

Flowerbeds and vegetable gardens may be watered by hand at any time, using a watering can or a hose with a nozzle with a trigger shut off to restrict water flow.

Use of the Town Splash Park will be prohibited. Operating hours of other Town facilities will be reduced where possible.

Bulk water sales will be suspended.

^{*} Consumers can set up their system to start as early as 10:00 p.m.



Regular Council Meeting September 3, 2024

Moved by Councillor Challenger

THAT Bylaw 2024-03 receive Third and Final Reading (Being A Bylaw to govern the water use and water conservation measures during events of water shortage) and that the Mayor and Chief Administrative Officer be authorized to sign the Bylaw and affix the Corporate Seal of the Town of Wainwright.



Regular Council Meeting September 3, 2024

Moved by Councillor Foley

THAT Bylaw 2024 – 04 receive Second Reading (Being A Bylaw to regulate and provide for the supply of natural gas, water, wastewater and stormwater utility, garbage, and recycling).

UTILITY BYLAW 2024 - 04

Table of Contents

PART	ONE – ESTABLISHMENT OF BYLAW	1
1.	INTERPRETATION	1
2.	DELEGATION OF AUTHORITY	1
3.	EXCLUSIVE SUPPLY	2
4.	SUPPLY AND OWNERSHIP OF FACILITIES AN	ND
т.	FOUIPMENT	2
5.	ASSIGNMENT OF CONTRACT	2
6.	TOWN RESPONSIBILITY AND LIABILITY	2
7.	DUTY OF CONTRACTED REFUSE COLLECTORS	. 3
8.	APPLICATION FOR UTILITY SERVICE	3
9.	CONDITIONS OF SERVICE	4
10.	DEPOSITS – GENERAL AND INTEREST	4
11.	METERS	5
12.	NON-REGISTERING METER	5
13.	TESTING OR CALIBRATION OF DISPUTED METERS	5
14.	METER READS	6
15.	SERVICE CALLS	6
16.	PAYMENT OF UTILITY ACCOUNTS	6
17.	NOVELTY PAYMENT METHODS	/
18.	ENFORCEMENT	/
19.	TERMINATION BY CUSTOMER	1
20.	TERMINATION BY THE TOWN	/
	THE WATER LITTLEY	Q
PART	T TWO – WATER UTILITY	0
- 1	RATES PAYABLE	8
21.	CONNECTION TO PUBLIC WATER SUPPLY	8
22.	PROHIBITION AGAINST OTHER UTILITIES	9
23. 24.	ADMINISTRATION OF WATER SUPPLY	9
24. 25.	RESTRICTION OF WATER SUPPLY	9
26.	INVESTIGATION INTO WATER SUPPLY SERVI	CE
20.	FAILURE	.10
27.	NOISE AND PRESSURE SURGES	.10
28.	CONTAMINATION	.10
29.	WATER METERS	.11
30.	RESPONSIBILITY OF WATER CONSUMED	12
31.	BYPASSES AND VALVING	12
32.	SERVICES AND SERVICING	13
33.	REQUESTED WATER SHUT OFF	13
34.	CROSS CONNECTIONS AND BACKFLOW PREVENT	ION
		14
35.	SERVICE BOXES	15
	THE STEP AND STORM WATER LITTE	ITV
PAR	T THREE – WASTEWATER AND STORM WATER UTIL	15
		0
0.6	RATES PAYABLE	15
36.	USE OF SANITARY SEWERS REQUIRED	15
37.	CONNECTION TO PUBLIC SEWER SYSTEM	16
38. 39.	PROHIBITION AGAINST OTHER UTILITIES	16
39. 40.	CLEANOUTS	16
40. 41.	BACKELOW VALVES	17
41. 42.	TREES AND ROOTS	17
42. 43.	PRIVATE WASTEWATER DISPOSAL	17
-1 0.	I I NOT THE REAL PROPERTY OF THE PROPERTY OF T	

PART	FOUR - NATURAL GAS UTILITY	22
46.	RATES PAYABLE	22
47.	CONNECTION TO NATURAL GAS SUPPLY	22
48.	PROHIBITION AGAINST OTHER UTILITIES	23
	ADMINISTRATION OF NATURAL GAS SUPPLY	23
49.	ADMINISTRATION OF NATURAL GAS SUFFET	23
50.	NATURAL GAS METERS	23
51.	REQUESTED NATURAL GAS SHUT OFF	24
52.	SERVICES AND SERVICING	24
53.	TREES AND ROOTS	25
PART	FIVE – GARBAGE PICKUP	25
54.	RATES PAYABLE	25
55.	WASTE COLLECTION	25
	TIME OF WASTE COLLECTION	27
56.	TIME OF WASTE COLLECTION	27
57.	PREPARATION OF WASTE FOR COLLECTION	21
58.	LOCATION OF WASTE CARTS	28
59.	TRANSPORTATION OF REFUSE	29
60.	BURNING OF WASTE	29
PART	SIX – RECYCLING PICKUP	29
61.	RATES PAYABLE	29
62.	RECYCLING COLLECTION	29
63.	TIME OF RECYCLING COLLECTION	29
	PREPARATION OF RECYCLABLES FOR COLLEC	CTION
64.	PREPARATION OF RECTCLABLES FOR GOLLEC	20
65.	LOCATION OF BLUE BAGS	30
PART	T SEVEN – GENERAL PROVISIONS	
66.	NOTICES	30
67.	NON-COMPLIANCE WITH THE BYLAW	31
	VIOLATION TICKET	31
68.	VIOLATION TIONET	32
69.	APPEALS	52
70.	REPEAL	32
71.	EFFECTIVE DATE	32
SCHI	EDULE A – DEFINITIONS	34
SCHI	EDULE B - CASH DEPOSITS, VERIFICATION AND	
	TESTING OF DISPUTED METERS, SERV	ICE
	CALLS, RECONNECT/DISCONNECT FE	Ξ40
ecui	EDULE C – WATER RATES, THAWING SERVICE,	
SUTI	REQUESTED WATER SHUT OFF	41
SCH	EDULE D – WASTEWATER RATES, TREATMENT O WASTEWATER, CLEARING OF BLOC	KAGE
	STORM WATER UTILITY	42
0011		
SCH	EDULE E – NATURAL GAS RATES, NATURAL GAS SERVICE INSTALLATION, REQUESTED	
	EDULE E – NATURAL GAS RATES, NATURAL GAS SERVICE INSTALLATION, REQUESTED NATURAL GAS TURN OFF	4
	EDULE E – NATURAL GAS RATES, NATURAL GAS SERVICE INSTALLATION, REQUESTED	4

TOWN OF WAINWRIGHT

BYLAW 2023 - 09

A Bylaw of the Town of Wainwright in the Province of Alberta to regulate and provide for the supply of natural gas, water, wastewater and storm water utility, garbage, and recycling.

WHEREAS the Town of Wainwright has constructed and now maintains utility systems to provide for natural gas, water, wastewater and storm water, garbage, and recycling; and

WHEREAS under the authority of the *Municipal Government Act* the Council of the Town of Wainwright has the authority to enact Bylaws for the purposes of operating a public utility and the authority to prohibit any person other than the municipality from providing utility services which are the same, or similar, to utility services provided by the municipality; and

WHEREAS it is deemed proper to levy rates and charges on all persons to whom such utility services are provided and to set forth the terms and conditions under which utility services will be provided;

NOW THEREFORE the Council of the Town of Wainwright duly assembled enacts as follows:

PART ONE - ESTABLISHMENT OF BYLAW

1. INTERPRETATION

1.1. TITLE

This Bylaw shall be known as the "Utility Bylaw".

1.2. DEFINITIONS

Words and phrases in this Bylaw shall have the meanings set out in Schedule "A".

2. DELEGATION OF AUTHORITY

- 2.1. The utility services shall be under the general supervision and control of the CAO.
- 2.2. The CAO may delegate any powers, duties or functions granted under this Bylaw to another employee of the Town or Contractor.
- 2.3. Designated Employees or Contractors shall exercise the powers and perform the duties with respect to services conferred and placed upon them by this Bylaw and any other Bylaw of the Town applicable thereto and any order or direction of the Council and CAO with respect thereto.
- 2.4. The Town may enter upon any property for the purpose of inspection, observation, measurement, sampling or testing so as to determine if this Bylaw is being complied with. If such an inspection discloses

recycling collection upon the property or discloses any defect in the location, construction, design, or maintenance of any facility or connection the Town can request the consumer, owner, proprietor or occupier to remedy the cause for complaint.

2.5. The Town may enter upon any property, which is subject to an easement in favour of the Town for the purpose of, but not limited to, the inspection, observation, measurement, repair or maintenance of any portion of the works lying within such easement.

3. EXCLUSIVE SUPPLY

3.1. As provided under section 33 of the *Municipal Government Act*, the Town shall be the sole and exclusive provider of water, wastewater collection and disposal services, and natural gas within the corporate limits of the Town of Wainwright. No person other than the Town shall supply water, wastewater collection and disposal services, or natural gas in any part of the Town of Wainwright other than with the prior written consent of the Town, which consent may be withheld by the Town in its sole discretion.

4. SUPPLY AND OWNERSHIP OF FACILITIES AND EQUIPMENT

- 4.1. All meters and metering equipment shall be supplied, owned, and maintained by the Town unless otherwise provided in this Bylaw.
- 4.2. Notwithstanding the payment by a customer of any costs incurred by the Town, the Town shall retain full title to all lines, equipment and apparatus on its side of the point of delivery and to all meters and metering equipment provided by it.

5. ASSIGNMENT OF CONTRACT

- 5.1. The contract for water, wastewater, and natural gas service is not transferable by the customer and shall remain in full force and effect until the customer notifies the Town of their desire to terminate the contract or until the said contract shall have been terminated by the Town.
- 5.2. The Town may contract with any person or persons and provide an exclusive or nonexclusive franchise for the collection, removal and disposal of Garbage and Recycling upon such terms and conditions as are considered expedient by the Town.

6. TOWN RESPONSIBILITY AND LIABILITY

6.1. The Town does not guarantee the continuous uninterrupted supply of any utility and reserves the right at any time without notice to shut off such supply where required in the maintenance or operation of the utility and the Town, its officers, employees or agents

7. DUTY OF CONTRACTED REFUSE COLLECTORS

- 7.1. A collector shall not leave refuse, which has spilled on the ground from the cart or the collection vehicle while in the process of collecting the refuse.
- 7.2. A collector employed in the collection of refuse shall not scavenge, pick, sort over, or remove any refuse from the collection vehicle or the owner's premise except as directed by the Town.
- 7.3. A collector shall not misuse or damage any cart and shall after emptying the contents thereof, replace the same where it was found in its location adjacent to the property line or roadway.

8. APPLICATION FOR UTILITY SERVICE

- 3.1. Any customer who requires utility services shall apply to the Town; complete the "Application for Utilities Form" and supply information respecting load and the manner in which the services will be utilized.
- 8.2. The utility account shall be set up:
 - I. in the name of the owner(s) or;
 - II. in the name of the general contractor in the case of a new building under construction;
 - III. existing tenants will be grandfathered prior to this Bylaw's date of passing.
- 8.3. An application shall be supported by such identification and legal authority of the applicant as the Town may require.
- 8.4. Upon making application, providing all information required by the Town, paying the deposit and any other sums herein required, there shall be a binding agreement between the customer and the Town for the utility service applied for and the provisions of the application and this Bylaw shall constitute the terms and conditions of such agreement.
- 8.5. The customer shall have the option of:
 - I. Read Monthly where meters are read once a month and the billing amount is based on actual consumption; or
 - II. Budget Billing a means of evenly spreading utility charges over a twelve-month period. Annual consumption is estimated and divided into twelve equal monthly payments. The account is balanced each year during the April billing, based upon actual meter readings.
 - III. If a customer's budget billing account has been in arrears for two consecutive months or more;

9. CONDITIONS OF SERVICE

- 9.1. The Town shall not be obligated to provide utility services until access has been provided to the premise to enable the Town to obtain an initial meter reading for each utility service, which is metered.
- 9.2. Where the applicant is indebted to the Town for any utility services previously provided by the Town, the applicant may not be allowed to complete their application or be entitled to receive any utility services until satisfactory arrangements have been made for payment of such outstanding account and any deposit required.

10. DEPOSITS - GENERAL AND INTEREST

- 10.1. Customers are required to provide a guarantee of payment in the form of a cash deposit in the following cases:
 - I. where payment of a utility account in the name of the applicant is in arrears; or
 - II. where service to a property owned or occupied by the applicant has been shut off for nonpayment of the account; or
 - III. where a cheque received for payment of an account in the name of the applicant has been returned marked "Not Sufficient Funds" or "Payment Stopped", or with other words indicating that the cheque has not been honoured; or
 - IV. where the applicant's utility account has been written off as a bad debt and the applicant has applied for a new utility account; or
 - V. where collection proceedings, including legal action or referral to a collection agency, are commenced for recovery of the applicant's previous utility account and the applicant has applied for a new utility account; or
 - VI. where the applicant's existing or previous utility account(s) has not been maintained in good standing.
- 10.2. Before obtaining a utility account, applicants in the above categories shall pay all arrears or previous balances owing.
- 10.3. The interest rate paid for utility deposit refunds shall be the monthly average of the Bank of Canada prime rate minus four (4) percent per annum.
- 10.4. The customer's deposit will be applied to account at time of termination.

11. METERS

- 11.1. All natural gas and water supplied by the Town to a customer shall be measured by a meter unless otherwise provided for in this Bylaw.
- 11.2. No person other than an authorized Town employee shall install, remove, disconnect, reconnect, or tamper, with a meter.

12. NON-REGISTERING METER

- 12.1. If, upon the reading of a meter, it is determined that the meter has failed to record the consumption of the utility supplied, then the consumption will be estimated and the account rendered based upon such method as the Town considers to be fair and equitable.
- 12.2. Where it has been determined by the Town that the meter is not recording the consumption of a utility, the Town, with reasonable notice to the customer, must be allowed to enter the premises to replace the meter.
- 12.3. If there is a discrepancy between an inside meter reading and the remote reader for the same property, the inside meter will be deemed to be accurate, subject to the further provisions of this Bylaw.

13. TESTING OR CALIBRATION OF DISPUTED METERS

- 13.1. A customer who disputes a meter reading shall give written notice to the Town. Following receipt of written notice and the required deposit as specified in Schedule "B":
 - I. the natural gas meter situated on the customer's premises shall be tested or calibrated by an independent agency designated by the Department of Consumer and Corporate Affairs or such other Department as may from time to time be charged with such responsibility; or
 - II. the water meter situated on the customer's premises shall be tested or calibrated by a qualified person designated by the Town;
 - III. if it is found by such testing that the meter is recording within industry prescribed tolerances, the customer shall forfeit his deposit to the Town to cover the cost of removal and replacement of the meter and the cost of testing; or
 - IV. in the event that a meter is found not to be accurate within the industry prescribed tolerances, the meter will be replaced at the cost to the Town, the deposit will be refunded, and the customer billing will be adjusted by the appropriate amount for the time that the meter was registering incorrectly. Unless an

error commenced, then such error shall be deemed to have commenced three months prior to such testing of the meter or from the date upon which the meter was installed, whichever is less. The amount so determined shall be deemed accepted by the customer and the Town as settlement in full of all claims on accuracy of such meter.

14. METER READS

- 14.1. The Town shall endeavour to read all meters, at such intervals as are reasonable and practical under the circumstances. If the Town cannot gain access safely to read the meter as aforesaid, the consumption of the utility shall be estimated upon such basis as the Town considers being fair and equitable and the account rendered in accordance with such estimate. If such reading cannot be obtained, the Town may discontinue any or all utility services supplied to the premises until such time as the Town is able to obtain an actual meter reading.
- 14.2. The customer shall ensure access to the meter(s) is easy, safe, well lit, and free from hazards to the person reading the meter.

15. SERVICE CALLS

15.1. Notwithstanding anything herein provided, if a meter is required to be installed or connected, or should a utility service be required to be disconnected or reconnected, after regular working hours Monday through Friday, or on a Saturday or Sunday, or on a statutory or civic holiday, a fee as specified in Schedule "B" shall be paid by the customer.

16. PAYMENT OF UTILITY ACCOUNTS

- 16.1. All rates and charges payable hereunder shall be paid to the Town within the time prescribed by this Bylaw.
- 16.2. The entire utility account is due and payable when rendered and if not paid on or before the due date stated on the utility bill is deemed to be in arrears. Failure to receive a utility bill does not relieve the customer of liability to pay the same.
- 16.3. A customer who has not paid the utility account rendered on or before the date stated in the utility account, may have the supply of all or any utility services discontinued without notice, and such service will not be reinstated until arrears and charges owed to the Town are paid.
- 16.4. When the customer pays the utility account as rendered after the due date stated in the account, such customer shall pay a penalty of two (2) percent on the overdue account. Payments must be received by the Town on or before the due date in order for the

- or before the due date in order for the customer to avoid the penalty.
- 16.5. A customer is obliged to pay for utilities when the bill is rendered and it is a breach of the agreement to supply utilities for the customer to pay late. The late payment penalty is not to be construed as permission for the customer to pay late but is rather a penalty for breaching the terms of the utility service agreement.

17. NOVELTY PAYMENT METHODS

17.1. The Town may refuse to accept payment on a customer's account when payment by cheques is drawn on a form other than a bank cheque form. In the event that the Town accepts a payment by a cheque drawn on any other form, the customer shall be liable and pay the Town all charges and costs incurred to process the cheque. The Town will follow the Bank of Canada rules and regulations of currency acceptance limitations.

18. ENFORCEMENT

18.1. The Town is authorized to collect all amounts owing to the Town under this Bylaw by taking any of the measures a municipality is authorized to take under the *Municipal Government Act*.

19. TERMINATION BY CUSTOMER

19.1. Upon notification by the customer to terminate their contract with the Town, the Town shall when deemed necessary, obtain a final reading of any meter as soon as reasonably practical. The customer shall be liable for, and pay for all service supplied prior to such reading. The Town may base the final charge for service on an estimated meter reading, which will be prorated from the time of an actual meter reading.

20. TERMINATION BY THE TOWN

- 20.1. The Town may discontinue the supply of all utility services for any of the following reasons:
 - I. non-payment of any utility accounts; or
 - II. inability of the Town to obtain access to a residential premises to read any meter for a period of six months, or to a non-residential premises to read any meter for a period of three months; or
 - III. failure or refusal of a customer to comply with any provision of this Bylaw; or
 - IV. failure or refusal of a customer to comply with any provisions of any Provincial Acts, the Building Code, or any regulations thereunder; or

- liability for damages caused by turning off utilities; or
- VI. in any other case provided for in this Bylaw; and in such event the Town, its officers, employees, or agents, shall not be liable for any damages of any kind from such discontinuance of service.
- 20.2. The Town is hereby authorized and directed to enter upon and in any property upon which a meter or shutoff valve is situated for the purpose of terminating the supply of a utility to that property, or for the purpose of supplying a utility to that property.

PART TWO - WATER UTILITY

21. RATES PAYABLE

- 21.1. The Town hereby levies and the customer shall pay for all water supplied or services rendered hereunder the amounts and charges provided for in this Bylaw and in Schedule "C" attached to and forming part of this Bylaw.
- 21.2. The Town shall determine which rate contained in Schedule "C" shall apply to any particular customer.
- 21.3. The rate payable by a customer as set out in Schedule "C" of this Bylaw for all water supplied shall be determined by reference to the reading of the meter supplied to a customer.
- 21.4. Where a remote reading device is installed in addition to the main water meter, the meter shall be the official reading.

22. CONNECTION TO PUBLIC WATER SUPPLY

- 22.1. Within sixty (60) days after a public water supply becomes available, the owner of every property situated on land abutting on any street in which there is a water main shall at the owner's expense connect such building to the water system in accordance with the requirements and standards set out in the Building Code and elsewhere in this Bylaw.
- 22.2. At such time as the owner connects to the water main, the owner shall also open a utility account and make payment of all fees and deposits that may be required under this Bylaw.
- 22.3. Notwithstanding the foregoing, the Town shall have the discretion to extend the period of time in which the connection to the public water supply must be made from sixty (60) days to a maximum of one hundred and eighty (180) days after a public water supply becomes available.
- 22.4. A person who has been directed to connect their property to the water system shall have the right to

served, and on hearing such appeal, the CAO may suspend or rescind such direction on such terms as it deems appropriate.

23. PROHIBITION AGAINST OTHER UTILITIES

23.1. No person shall construct, operate, maintain or use a well or water source other than the Water Utility within the corporate limits of the Town of Wainwright, other than with the prior written consent of the Town, which consent may be withheld by the Town in its sole discretion.

24. ADMINISTRATION OF WATER SUPPLY

- 24.1. The Town may shut off water for any customer for any reason, which, in the opinion of the Town, necessitates such shutting off providing that where practicable that sufficient notice is given of the turn off.
- 24.2. The Town does not guarantee the pressure nor the continuous supply of water and reserves the right at any and all times without notice to change operating water pressures and to shut off water and the Town, its officers, employees, or agents, shall not be liable for any damages of any kind due to changes in water pressure, the shutting off of water, or by reason of water containing sediments, deposits or other foreign matter.
- 24.3. Customers depending upon a continuous and uninterrupted supply or pressure of water or having processes or equipment that require particularly clear or pure water shall provide such facilities as they consider necessary to ensure a continuous and uninterrupted, pressure and quality of water required for their use.
- 24.4. The Town as a condition to the supply of water may inspect the premise of a customer who applies to the Town for such a supply in order to determine if it is advisable to supply water to such customer.
- 24.5. The Town may, with the permission of the customer, inspect the premises of the customer in order to do any tests on the piping or fixtures belonging to the customer so as to determine if this Bylaw is being complied with, and in the event that such customer fails or refuses to give such permission, the supply of water to that customer may be shut off.

25. RESTRICTION OF WATER SUPPLY

25.1. No customer shall operate, use, interfere with, obstruct or impede access to water facilities owned by the Town, or any portion thereof in a manner not expressly permitted by this Bylaw, in default which, the Town may cause the water being supplied to such customer to be shut off until such customer complies

- 25.2. No customer shall extract or remove any water from a fire hydrant within the Town without first obtaining a letter in writing signed by the Town authorizing such removal.
- 25.3. No person shall allow anything to be constructed, placed, erected or planted adjacent to a fire hydrant, which may in any way interfere with the access to, use, maintenance or visibility of the hydrant.

26. INVESTIGATION INTO WATER SUPPLY SERVICE FAILURE

- 26.1. Any customer complaining of a failure or interruption of water supply, the investigation of which complaint necessitates the opening up and excavation of a street shall, prior to such opening up and excavating, deposit with the Town the costs thereof as estimated by the Town, or sign an agreement, agreeing to pay such costs, as directed by the Town.
- 26.2. In the event that the failure or interruption of water supply was caused by the Town service, the customer shall not be liable for such costs and any deposit paid shall be refunded.
- 26.3. In the event that the failure or interruption was caused by the private service, the actual cost of the work shall be paid by the customer and the deposit shall be applied thereto with any excess refunded to the customer and any deficiency collected in the same manner as water rates.

27. NOISE AND PRESSURE SURGES

27.1. No customer shall cause, permit, or allow any apparatus, fitting or fixture to be or remain connected to the customer's water supply or to be operated in a manner which may cause noise, pressure surges, or other disturbances which may in the opinion of the Town result in annoyance or damage to other customers or to the water utility.

28. CONTAMINATION

28.1. No person shall cause, permit, allow to be, or remain connected to the customer's water supply system any piping, fixture, fitting, container or other appliance which may cause water from a source other than the water utility or any other harmful or deleterious liquid or substance to enter the water utility. The Town may cause the water supply to any customer contravening the provisions of this section to be shut off provided that the Town shall, if they consider practicable to do so, give notice to the customer prior to shutting off the water supply. The water supply shall not be restored until the customer has paid to the Town all costs associated with shutting off of the water supply, the cleanup of contamination and the remedying of the customer's default under this section.

29. WATER METERS

- 29.1. The size of the meters shall be determined as follows:
 - I. if the internal diameter of the private service is three-quarters of an inch (3/4" or 20 millimetres) or less, a five-eighths inch (5/8" or 16 millimetres) meter shall be used; or
 - II. if the internal diameter of the private service exceeds three-quarters of an inch (3/4" or 20 millimetres), the size of the meter shall be one size smaller than the size of the private service; or
 - III. if the private service is a combined service, the internal diameter of the private service branch, to be used for purposes other than fire protection, shall determine the meter size as set out in subsections (I) and (II) of this section;
 - IV. water meters supplied by the Town shall be two inches (2" or 50 millimetres) in size or smaller and shall be installed by the Town with no direct charge to the customer. Meters larger than two inches (2" or 50 millimetres) shall be supplied and installed by the Town at the expense of the customer and shall thereafter be maintained by the Town at their expense.
- 29.2. A customer may, at their expense for their own benefit, install a water meter between the meter supplied by the Town and the point of use of the water supply, provided that the Town shall not read and maintain the meter.
- 29.3. A customer shall make provision for the installation of a water meter to the satisfaction of the Town and when required shall install a properly valved bypass;

The customer shall ensure that the meter as installed:

- I. shall be in a horizontal position;
- II. is no more than twenty-four inches (600mm) from the point that the water service enters through the floor slab or wall;
- III. is located so that the distance from the floor to the bottom of the meter is not less than twelve inches (300mm) or not more than three feet (900mm):
- IV. is located so that the distance from the centre line of the piping adjacent to the meter setting to any entrance wall or outside wall is not less than twelve inches (300mm);
- V. is located so that the minimum clearance of three feet (900mm), horizontally and vertically,

for convenient and unobstructed access at all times;

- VI. upon the installation of the water meter, the Town will install the gas meter and turn on the service.
- 29.4. Unless the Town otherwise approves, the Town shall not be obligated to supply more than one meter for any one building. In the event additional water meters are approved a separate curb stop will be required for each additional water meter.
 - I. duplex services shall use a "Y" compression fitting to split the service line to facilitate even flow to both units (with 2 separate curb stops)
- 29.5. Notwithstanding Section 29.4, the Town shall supply a separate water meter for each of the two semi-detached dwelling units contained within a duplex residential building. A separate curb stop will be required for each water meter.
- 29.6. Any customer whose water meter is not positioned to the satisfaction of the Town shall make provision for the meter to be moved and the customer shall pay all costs.
- 29.7. Each customer shall provide adequate protection for the water meter supplied by the Town against freezing, heat or any other internal or external damage, failing which the customer shall pay to the Town all costs associated with the repair of such meter which amount shall be recoverable in the same manner as all other costs and charges provided for under this Bylaw.
- 29.8. When in the opinion of the Town, a building or other premises intended to be supplied with water is too far away from the Town service to conveniently install a meter in such building or premises, or if a number of buildings are to be supplied, or for any other reason in the opinion of the Town, then the customer shall, at the customer's sole expense, construct and maintain a container for a meter and such container shall in all respects including location, construction size, access and otherwise howsoever be to the satisfaction of the Town.

30. RESPONSIBILITY OF WATER CONSUMED

30.1. The consumer shall be responsible for all water consumed on a premises, whether the water consumption was registered by the water meter or consumed by accidental or illegal means.

31. BYPASSES AND VALVING

31.1. Any customer having a water meter two inches (2" or 50 millimetres) in size or larger shall at the customer's

be sealed by the Town and shall be opened by the customer only in case of emergency. The customer shall notify the Town within twenty-four (24) hours after the seal on the bypass has been broke, failing which the Town may cause the water supply to such customer to be shut off until satisfactory arrangements have been made for the calculation of and payment for water supplied and not recorded on the meter.

31.2. Any customer having a meter smaller than two inches (2" or 50 millimetres) in size shall, at the customer's sole expense, supply and maintain valves on both sides of and within twelve inches (12" or 300 millimetres) of the meter.

32. SERVICES AND SERVICING

- 32.1. All persons doing any work or service upon a private service or the plumbing system attached thereto shall comply with the provisions of the applicable Building Code, regulations and the Bylaws of the Town.
- 32.2. Unless the Town otherwise approves;
 - I. there shall not be more than one private service to any building; and
 - II. a private service shall be buried to a depth of at least nine feet (9' or 2.7 metres).
- 32.3. The Town shall not thaw a private service or plumbing system unless the customer first signs an acknowledgement recognizing that thawing may be inherently dangerous to property including the private service or plumbing system and may cause damage to electrical systems or the outbreak of fire and waiving any claim against the Town for any such damage caused by negligence of the Town. The customer may be required to pay the amount as specified in Schedule "C".
- 32.4. The cost payable by a customer for installing a service between November 1st and May 1st of the following year shall include the extra cost of thawing as determined by the Town unless frost conditions designate otherwise.
- 32.5. The size of a service required for residential purposes shall be determined in accordance with the Building Code, provided that the Town shall not install a service having a size smaller than three-quarters of an inch (3/4" or 20 millimetres).

33. REQUESTED WATER SHUT OFF

33.1. If a customer requires the supply of water to be shut off for their own purposes, the customer may be required to pay the amount as specified in Schedule "C".

34. CROSS CONNECTIONS AND BACKFLOW PREVENTION

- 34.1. No customer or other person shall connect, cause to be connected, or allow to remain connected to the water supply system any piping, fixture, fittings, container or appliance, in a manner which under any circumstances, may allow contaminated or polluted water, wastewater, or any other liquid, chemical or substance to enter the water supply system.
- 34.2. If a condition is found to exist which is contrary to Section 34.1 the Town may issue such order or orders to the customer as may be required to obtain compliance.
- 34.3. Notwithstanding anything herein contained, where in the opinion of the Town, the configuration of any water connection which creates a high risk of contamination to the water system, the customer, upon being given notice by the Town, shall install on their water service an approved cross connection control device, in addition to any cross connection control devices already installed in the customer's water system at the source of potential contamination.
- 34.4. All cross connection control devices shall be inspected and tested at the expense of the customer, upon installation, and thereafter annually or more often if required by the Town, by personnel qualified to carry out such tests to demonstrate that the device is in good working condition.

The customer shall submit a report on a form approved by the Town on any and all tests performed on a cross connection control device within thirty (30) days of a test and a record card issued by the Town shall be displayed on or near the device. The tester shall record thereon the name and address of the owner of the device; the location, type, manufacture, serial number and size of the device; and the test date, the tester's initials, the tester's name (if self employed) or the name of the tester's employer and the tester's license number.

- 34.5. When the results of a test referred to in section 34.4 of this Bylaw show that a cross connection device is not in good working condition, the customer when so directed by the Town, make repairs or replace the device within ninety-six (96) hours. If a customer fails to comply with the direction given, the Town may shut off the water service(s).
- 34.6. If a customer fails to have a cross connection control device tested, the Town may notify the customer that the device must be tested within ninety-six (96) hours of the customer receiving the notice.

If a customer fails to have the device tested within the time specified, the Town may cause the water

- control device has been tested and approved as per Section 34.4.
- 34.7. No person other than those who have achieved journeyman or "Certificate of Competency" in cross connection control program of Alberta may conduct the tests of cross connection control devices, except with special permission from the authority having jurisdiction over the trade.
- 34.8. If a customer to whom the Town has issued an order fails to comply with that order, the Town may direct that the water service(s) be shut off without prior notice.

35. SERVICE BOXES

- 35.1. Service boxes to buildings under construction shall be protected from damage by the owner from the time the building permit is issued to the time of occupancy.
- 35.2. At all times during construction, the owner shall keep the service box exposed at final grade level and clearly marked with a blue wooden stake.
- 35.3. If the service box is damaged prior to the owner occupying the site the Town shall be notified by the owner prior to application for a building permit being made.
- 35.4. If the installation of water or sewer service or the repair of a water or sewer service necessitates excavation at the service box, the Town may require replacement of the service box by the person doing the installation or repairs. The Town will provide a replacement service box at no charge if the damage to the service box is not the fault of the owner of the property or the person performing the work.

PART THREE - WASTEWATER AND STORM WATER UTILITY

36. RATES PAYABLE

- 36.1. The Town hereby levies a sewage charge on all persons occupying property connected with the Town sewage works, the amounts and charges provided for in this Bylaw and in Schedule "D" attached to and forming part of this Bylaw.
- 36.2. The Town hereby levies a storm water charge on all persons occupying property connected to a Town utility service located within the Town boundary.
- 36.3. The Town shall determine which rate contained in Schedule "D" shall apply to any particular customer.

37. USE OF SANITARY SEWERS REQUIRED

37.1. No person shall place, deposit, or permit to be deposited in any manner upon public or private

- jurisdiction of the Town, any human or animal excrement, or other waste, or dangerous goods.
- 37.2. No person shall discharge from any natural outlet within the Town or to any area under the jurisdiction of the Town, any wastewater, industrial waste, dangerous goods, or polluted waters, except where suitable pre-treatment is within the provisions of this Bylaw.

38. CONNECTION TO PUBLIC SEWER SYSTEM

- 38.1. Within sixty (60) days after sewer service becomes available, the owner of every property situated on land abutting on any street in which there is a sewer main shall at their own expense install toilet facilities and connect the property to the sewer system in accordance with the requirements and standards set out in the Building Code and elsewhere in this Bylaw.
- 38.2. At such time as the owner connects to the sewer main, the owner shall open a utility account and make payment of all fees and deposits that may be required under this Bylaw.
- 38.3. Notwithstanding the foregoing, the Town shall have the discretion to extend the period of time in which the connection from the public sewer system must be made from sixty (60) days to a maximum of one hundred and eighty (180) days after a public sewer system becomes available.
- 38.4. A person that has been directed to connect their property to the sewer system shall have the right to appeal the direction to the CAO within thirty (30) days of the date that the direction to connect has been served and on hearing such appeal, the CAO may suspend or rescind such direction on such terms as it deems appropriate.

39. PROHIBITION AGAINST OTHER UTILITIES

39.1. No person other than the Town shall provide wastewater collection and disposal services within the corporate limits of the Town of Wainwright other than with the prior written consent of the Town, which consent may be withheld by the Town in its sole discretion. For further clarity, the prohibition against the supply of wastewater collection and disposal services shall include the transportation of wastewater by vehicle for disposal whether or not provided by a third party for commercial benefit or gain.

40. CLEANOUTS

40.1. A building sewer that is connected to a sanitary sewer shall be equipped with a main cleanout with a minimum diameter of four inches (4" or 100mm) located not more than one hundred feet (100' or 30m) sewer leaves the building and in such a manner that the opening is readily accessible and has sufficient clearance (7' or 2m) for effective rodding and cleaning. The building sewer from cleanout to the property line is to be as straight as possible. A maximum of one forty-five degree (45°) bend is permitted for the cleanout and a maximum of one forty-five degree (45°) bend may be used between the cleanout and the property line. Total bends shall not exceed ninety degrees (90°).

41. BACKFLOW VALVES

41.1. Where premises are subject to backflow, all plumbing fixtures and floor drains set below the level of the ground surface of the adjoining street or property shall be protected from backflow by an approved valve.

42. TREES AND ROOTS

42.1. No deep rooting trees (without limiting the generality of the foregoing, including willow, poplar and elm) shall be planted over sewer lines on private property. If it is determined that roots are entering the sewage works from trees upon private property, the Town at the owner's expense may remove the trees.

43. PRIVATE WASTEWATER DISPOSAL

- 43.1. Where a sanitary sewer is not available for connection as required under the provisions of Section 38.1, the property sewer shall be connected to a private wastewater disposal system complying with the provisions of the Bylaw, the Building Code and such additional requirements as may be imposed by the Town.
- 43.2. The owner shall operate and maintain the private wastewater disposal facilities in a sanitary manner at all times at no expense to the Town.
- 43.3. After the owner has connected to the sewer system as required by Section 38.1, the owner shall within sixty (60) days of the date of connection to the sewer system, empty any septic tanks, cesspools, and similar private wastewater disposal facilities and shall remove them or fill them with dirt or other suitable material.

44. BUILDING SEWERS AND CONNECTIONS

44.1. Any person desiring to connect their premises with a sanitary sewer shall sign and file with the Town a written application for permission to make such connection. The permit application shall be supplemented by any plans, specifications, or other information deemed necessary in the opinion of the Town.

- sewer or appurtenances thereof, unless authorized by the Town.
- 44.3. All property sewers when approved shall be constructed by municipal forces or municipal contractors from the sanitary sewer to the property line.
- 44.4. All sewers on private property shall be constructed by the owner's forces and expense to the requirements of this Bylaw and the Building Code.
- 44.5. The Town shall maintain the property's sewer line from the sanitary sewer to the property line at the expense of the Town. From the property line to the building connection, the sewer line shall be maintained by the property owner at their own expense.
- 44.6. When a sewer connection is abandoned, the owner of the property shall effectively block off the connection at a suitable location within their property so as to prevent wastewater backing up into the soil, or soil from being washed into the sewer.
- 44.7. No weeping tile or other ground water drainage system shall be connected to any building sewer or sanitary sewer.

45. USE OF PUBLIC SEWERS

- 45.1. No person shall discharge, or cause to be discharged, storm water, surface water, groundwater, roof run-off, subsurface drainage or cooling water from any industrial process to any sanitary sewer; provided that the Town may, on application, authorize such discharge where in the Town's opinion exceptional conditions prevent compliance with the foregoing provisions.
- 45.2. No person shall deposit or permit the deposit of a deleterious substance, as defined by the Town, of any type in the storm sewers of the Town.
- 45.3. No person shall discharge, cause or permit to be discharged into any sanitary sewer:
 - I. dangerous goods;
 - II. ashes, cinders, sand, potters clay, cement, mud, straw, shavings, metal, glass, rags, feathers, tar, plastic, paint, wood, or other solid or viscous substance capable of causing obstruction, or other interference with, the operation of the sewage works;
 - III. paunch manure or intestinal contents from horses, cattle, sheep, poultry or swine; animal hooves, toenails, or bone scraps; animal intestines or stomach casings; bones; hog

- a six (6) millimetre screen; horse, cattle, sheep or swine manure; poultry entails, heads, feet, feathers or eggshells; fleshings and hair resulting from tanning operations; blood.
- IV. water or wastes having pH lower than 5.5 or higher than 10.0, or having any corrosive property capable of causing damage or hazard to structures, equipment, biological wastewater treatment processes and personnel of, the sewage works;
- V. wastewater containing substances in concentrations exceeding the following:

Antimony	1.0 mg/l
Arsenic	1.0 mg/l
Barium	3.0 mg/l
Boron	1.0 mg/l
Cadmium	.05 mg/l
Chromium	1.0 mg/l
Chlorinated Hydrocarbo	ns.02 mg/l
Copper	0.5 mg/l
Cyanide	1.0 mg/l
Lead	1.0 mg/l
Manganese	1.0 mg/l
Mercury	0.1 mg/l
Nickel	0.5 mg/l
Total Pesticides	0.1 mg/l
Phenolic Compounds	0.1 mg/l
Selenium	1.0 mg/l
Silver	1.0 mg/l
Sulphide	1.0 mg/l
Zinc	1.0 mg/l

VI. Wastewater which contains more than:

Suspended Solids	1000 mg/l
B.O.D.	1000 mg/l
C.O.D.	2000 mg/l
Oil and Grease	500 mg/l
Hydrocarbons	100 mg/l
Phosphates	100 mg/l

- VII. lime slurry and residues;
- VIII. any substance which, in the opinion of the Town,
 - a. is or may become harmful to any recipient water course or sewage system or part thereof;
 - b. may interfere with the proper operation of the sewage system;
 - c. may impair or interfere with any wastewater treatment process, or
 - d. may become hazardous to persons, property or animals.

- 45.4. The Town may cause samples of wastewater to be taken to determine the content thereof, and, notwithstanding the provisions of Section 45.3(VI), where any person has discharged, caused or permitted to be discharged into any sanitary sewer:
 - I. Suspended solids which exceed 200 mg/L; or
 - II. B.O.D. which exceed 200 mg/L; or
 - III. Oil and grease which exceeds 100 mg/L;

Then such persons shall pay rates for treatment for such substances as set forth in Schedule "D" of this Bylaw. Where the discharge of substances does not exceed the amount specified in this subsection, then such person shall pay the volume rate for discharge of wastewater.

- 45.5. Grease, oil and sand interceptors or filters shall be provided on private property for all restaurants, garages, petroleum service stations, vehicle and equipment washing establishments.
- 45.6. Interceptors will be required for other types of businesses when, in the opinion of the Town, they are necessary for the proper handling of wastewater containing grease in excessive amounts, or any flammable wastes, sand and other harmful ingredients.
- 45.7. All interceptors shall be of type and capacity approved by the Town and shall be so located as to be readily and easily accessible for cleaning and inspection and shall be maintained by the owner at their expense in continuously efficient operation at all times.
- 45.8. Should any blockage, either wholly or in part, of the sewage works be caused by reason of failure, omission, or neglect of a customer, or owner of property, to comply strictly with the provisions of this Bylaw, the customer or owner shall, in addition to any penalty for infraction of this Bylaw, be liable to and shall on demand pay the Town for all costs of clearing such blockage as determined pursuant to Schedule "D" and for any other amount for which the Town may be held legally liable because of such blockage.
- 45.9. Any person who contravenes any of the provisions of Section 45.3 shall, in addition to any penalty for infraction of this Bylaw, be liable to and shall pay on demand to the Town all costs of cleaning up and removing any of the materials listed in Section 45.3 and removing and cleaning up a contamination resulting from the discharging of any such materials into a sanitary sewer, and for any other amount for which the Town may be held legally liable because of such contamination.

- 45.10. No person shall discharge or cause to be discharged into any sewer or sanitary sewer, wastewater, or industrial waste in a greater volume than 100,000 cubic feet (9,300 cubic metres) per month without first obtaining written consent from the Town, but no such consent shall be given by the Town until:
 - an application in writing for permission to discharge industrial waste or wastewater into a sewer within the Town system is delivered to the Town, and
 - II. the Town has been provided with the chemical and physical analysis, quantity and rate of discharge of wastewater or industrial waste to be so discharged, and any other detailed information that the Town may require, including all pertinent information relating to any pretreatment before discharge.
- 45.11. The Town may require the person making application to discharge wastewater to provide, at their own expense, such preliminary treatment as may be necessary to change the characteristics of the industrial waste or wastewater to the standards required under the provisions of this Bylaw.

Where preliminary treatment facilities are provided for any industrial waste or wastewater, they shall be maintained continuously in satisfactory and effective operation at the owner's expense.

The Town may require the installation of a manhole in a wastewater service connection.

Notwithstanding the above, when required by the Town, the installation of a manhole in a wastewater service connection to an industrial, commercial, or other development will be required:

- I. to facilitate the clearing of blockages where, in the opinion of the Town, the risk of sewer blockage is high;
- II. for observation, sampling and measurement of the waste of premises served by a wastewater service connection carrying industrial waste.
- 45.12. Without limiting the generality of the foregoing, manholes may be required for, but not limited to:
 - Industrial Oil related industries, dairies, breweries, packing plants, processing plants, feed mills, manufacturing plants, fabricating plants, and painting shops.
 - II. Commercial Shopping centres, heavy machine repair, welding shops, automobile repair, service stations, car washes, restaurants, paint stores, hotels, motels, dry cleaners, and

- III. Other Residential dwellings over six (6) units, apartments over six (6) units, institutions, hospitals, dental labs, funeral homes, churches, schools.
- 45.13. Such manholes may be constructed by the Town, at the cost of the applicant for wastewater services, at the service connection to the sanitary main or such manhole may be constructed at the applicant's expense, on property/easement line in accordance with plans approved by the Town and shall be maintained by the applicant so as to be safe and accessible at all times.
- 45.14. All measurements, tests and analysis of the characteristics of industrial waste, wastewater or water to which reference is made in this Bylaw shall be determined in accordance with the "Standard Methods for the Examination of Water and Waste Water" as published by the American Public Health Association, and shall be determined from suitable samples taken at the control manhole provided in Section 45.12. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in a sanitary sewer to the point at which the sewer connection enters the sanitary sewer.

PART FOUR - NATURAL GAS UTILITY

46. RATES PAYABLE

- 46.1. The Town hereby levies and the customer shall pay for all natural gas supplied or services rendered hereunder the amounts and charges provided for in this Bylaw and in Schedule "E" attached to and forming part of this Bylaw.
- 46.2. The Town shall determine which rate contained in Schedule "E" shall apply to a particular customer.
- 46.3. The rate payable by a customer as set out in Schedule "E" of this Bylaw for all natural gas supplied shall be determined by reference to the reading of the meter supplied to a customer.
- 46.4. The rates payable for the installation of a natural gas service line, metering and regulating equipment shall be as specified in Schedule "E".

47. CONNECTION TO NATURAL GAS SUPPLY

47.1. Natural gas is the only combustible fuel that may be used for space heating purposes and other processes. Within sixty (60) days after natural gas supply becomes available, the owner of every property situated on land abutting on any street in which there is a natural gas main may at the owner's expense connect such property to the natural gas system in accordance with the requirements and standards set out in this Bylaw.

47.2. At such time as the owner connects to the natural gas main, the owner shall also open a utility account and make payment of all fees and deposits that may be required under this Bylaw.

48. PROHIBITION AGAINST OTHER UTILITIES

48.1. No person other than the Town shall supply natural gas within the corporate limits of the Town of Wainwright other than with the prior written consent of the Town, which consent may be withheld by the Town in its sole discretion.

49. ADMINISTRATION OF NATURAL GAS SUPPLY

- 49.1. The Town may shut off natural gas for any customer for any reason, which, in the opinion of the Town, necessitates such shutting off.
- 49.2. The Town reserves the right to disconnect the supply of natural gas to any customer violating the provisions of this Bylaw and shall not be liable for damages either direct or consequential resulting from such interruption or failure.
- 49.3. The Town as a condition to the supply of natural gas may inspect the premises of the customer who applies to the Town for such a supply to determine if it is advisable to supply natural gas to the customer.
- 49.4. The Town, may with permission of the customer, inspect the premises of the customer in order to do any tests on piping or fixtures belonging to the customer so as to determine if this Bylaw is being complied with and in the event that such customer fails or refuses to give such permission, the supply of natural gas to that customer may be shut off.
- 49.5. No customer shall interfere with, obstruct or impede access to natural gas distribution facilities owned by the Town or any portion thereof in a manner not expressly permitted by this Bylaw, in default which, the Town may cause the natural gas supplied to such customer to be shut off until such customer complies with all the provisions of this Bylaw.

50. NATURAL GAS METERS

- 50.1. For measuring the natural gas consumed by the customer the Town shall install on the customer's premise such meters and regulator(s) as the Town deems necessary, which shall remain the property of the Town.
- 50.2. A customer may, for their own benefit and expense, install a natural gas meter between the meter supplied by the Town and the point of use of the natural gas supply provided that the Town shall not read and maintain the meter.
- 50.3. A customer shall make provision for the installation of

- not be obligated to supply more than one meter for any one building.
- 50.4. Any customer whose natural gas meter is not positioned to the satisfaction of the Town so as to provide free and easy access for reading, repair or maintenance shall make provision for the meter to be moved and the customer shall pay the cost.
- 50.5. The owner of the premise, if required, will be responsible for the cost of providing the necessary protection to the gas meter installation.
- 50.6. No person other than an employee of the Town's natural gas utility shall move or otherwise disturb any gas meter, metering equipment, tag, notice, seal nor alter, adjust or disturb the pressure setting of any gas regulating or pressure relief equipment.
- 50.7. The Town will not install the gas meter and turn on the service until the water meter has been installed to the satisfaction of the Town as per Section 29.3.

51. REQUESTED NATURAL GAS SHUT OFF

51.1. If a customer requires the supply of natural gas to be shut off for their own purposes, the customer may be required to pay the amount as specified in the Schedule "E".

52. SERVICES AND SERVICING

- 52.1. All persons desiring to install pipes or connect any apparatus for the use of natural gas supplied by the Town shall before commencing or doing any natural gas construction work of any kind, obtain a permit from an accredited agency in accordance with the Safety Codes Act and applicable regulations. New construction is required to complete a "Utility Service Installation Application" form, and follow the requirements listed on the form.
- 52.2. No new service or service alteration shall be connected by the Town until an approved permit, issued by an accredited agency in accordance with the Safety Codes Act and applicable regulations, has been presented to the Town.
- 52.3. The Town shall disconnect any service if required in writing by a Safety Codes Officer and in such case; the Town shall not be liable for any damages resulting from such interruption or failure.
- 52.4. The service connection, meters and regulating equipment supplied by the Town for each customer have a definite capacity. The customer shall obtain approval from the Town for any proposed changes to the connected load.
- 52.5. An applicant who requires service at a location which

adequately served by the distribution system shall be required to pay the Town;

- I. an additional connection fee as established by the Town; or
- II. the actual cost of the extension required to provide such service as calculated by the Town.
- 52.6. The Town shall not be liable for damages either direct or consequential resulting from the use or misuse of natural gas by the customer or from natural gas faults on the customer's piping system, appliances or any other apparatus connected to the natural gas service.
- 52.7. The Town shall use reasonable diligence to provide a regular and uninterrupted supply of service. Should the supply be interrupted or fail by any causes whatsoever, the Town shall not be liable for damages either direct or consequential resulting from such interruption or failure.

53. TREES AND ROOTS

53.1. No trees shall be planted over natural gas lines on private property. If removal is required in order to repair or maintain the line, the Town at the owner's expense may remove the tree.

PART FIVE - GARBAGE PICKUP

54. RATES PAYABLE

54.1. Each Single Residential Dwelling and Duplex Residential Dwelling in the Town of Wainwright shall be charged a monthly fee as per Schedule "F".

55. WASTE COLLECTION

- 55.1. The Town may contract with any person or persons and provide an exclusive or nonexclusive franchise for the collection, removal and disposal of refuse upon such terms and conditions as are considered expedient by the Town.
- 55.2. All persons in charge of a Single Residential Dwelling or Duplex Residential Dwelling will be supplied with one (1) cart per dwelling unit from GFL Environmental Inc. to contain all waste from the building or premise in respect of which the cart is used. Carts are assigned to each property based on a numbering system and are the property of GFL Environmental Inc.
- 55.3. All persons in charge of an Institutional, Commercial, Multi-Residential Complex, Multi-Residential Dwelling, Light Industrial and Heavy Industrial building shall organize their own waste collection with a service provider of their choosing.

- closed. The lids prevent waste from spilling or blowing from the cart and prevent water or animals from entering. In order for collection to occur, the cart must not be overflowing and the lid must remain closed.
- 55.5. No person shall place waste in a cart of any other person without express written consent.
- 55.6. No person shall place any waste in a cart not designated for that particular waste or in a manner so as to constitute a nuisance.
- 55.7. No person shall deposit any dangerous goods, dead animal, excreta, or waste upon any street, lane, laneway, or body of water or onto any land.
- 55.8. No person shall collect or dispose of any waste as defined herein except under the provision of this Bylaw.
- 55.9. Residents with health or mobility issues can apply for a Walk-up Collection Service to the Town. Residents are responsible for making the request to the Town and updating the Town of any changes.
- 55.10 All carts are supplied and owned by GFL Environmental Inc. Property owners must maintain carts in good, working condition and report any issues to the Town office. Carts are not to be altered or modified.
- 55.11. When a property is sold, the cart must stay with the property due to the assigned numbering system.
- 55.12. Should a cart become lost, stolen or damaged, the property owner may make a request to the Town to repair or replace the cart, subject to the following:
 - I. If the damage to the cart or loss is deemed to be as a result of non-compliance with any part of this Bylaw, the property owner is responsible for the full cost of repair or replacement, along with any other applicable fees or charges.
 - II. If a cart is damaged, lost or stolen as a result of the property owner's neglect and/or willful damage, the property owner is responsible for the full cost of repair or replacement, along with any other applicable fees or charges.
 - III. Cart repairs will be completed by the collector on a weekly basis.
 - IV. Replacement cart fees are identified in Schedule "F" and will be applied to a resident's monthly utility bill.
 - V. The Town will have final discretion on any matters under this section and outcomes will be determined on a case by case basis.

collection at any time.

56. TIME OF WASTE COLLECTION

56.1. The scheduled collection of all residential refuse shall be in accordance to the signed contracts between collector and the Town.

57. PREPARATION OF WASTE FOR COLLECTION

- 57.1. All persons in charge of a residence shall place carts curbside for collection in accordance to the following:
 - I. carts shall be placed at front curbside by 7:00 am on the scheduled collection day;
 - carts shall be placed at front curbside no sooner than 24 hours before the scheduled collection day; and
 - III. carts must be removed from the curbside within 24 hours of the scheduled collection day.
- 57.2. The person in charge of any building or premises shall keep the street in the front of their premises to the centre line thereof in a clean and tidy condition and free of waste.
- 57.3. The Town shall not collect waste from:
 - I. Any cart which cannot be emptied by the collector in a normal free flowing manner;
 - II. Any cart which has been deemed unacceptable by the Town;
 - III. Any cart which has not been placed for collection as per subsection 57.1;
 - IV. Any cart which is overflowing and the lid is not closed.
- 57.4. A person shall not put out or permit to be put out waste for collection unless:
 - I. Refuse has been thoroughly drained, placed in a plastic bag and securely tied before being placed in the cart;
 - Ashes are cooled and placed in a sealed disposable container;
 - III. Animal feces and any other manure type wastes are packaged separately from other waste in a securely tied double plastic bag before being placed for collection.
- 57.5. A person shall not place, permit to be placed or mix with any material for collection or disposal the following:

Biological Wastes;

- II. Hypodermic needles unless properly contained in an approved Sharps Container;
- III. Sharp objects or broken glass unless packaged to allow safe handling;
- IV. Luminescent gas filled lights, unless such lights are pre-broken or encased in a container of sufficient size and strength not exceeding 1.2m (4ft) in length to protect such lights from breakage and allow safe handling;
- V. Dirt, sod, stone, cement blocks and sidewalk blocks;
- VI. Carcass of a dead animal;
- VII. Discarded furniture, household appliances, small equipment and automobile parts including tires;
- VIII. Building waste, fences, gates and other permanent and semi permanent fixtures located on a premises;
- IX. Trade waste;
- X. Batteries of any size or type;
- XI. Aerosol spray cans.

58. LOCATION OF WASTE CARTS

- 58.1. Waste carts shall be placed on the road, at the curb of the street, with the wheels touching the edge of the gutter.
- 58.2. Every person shall ensure that the cart is located so as not to impede or obstruct pedestrians, vehicular traffic, road maintenance operations or so as to endanger the safety of the collector or any other person. Carts shall not obstruct sidewalks.
- 58.3. When a cart is not awaiting collection, as per the timelines described in subsection 57.1, it shall be stored neatly and securely on the person's property and shall not cause a nuisance to neighbors.
- 58.4. In the case where special conditions exist making it impractical to store and place carts as specified in subsection 58.1 and 58.3 above, such carts shall be placed and kept where directed by the Town and/or GFL Environmental Inc.
- 58.5. Any person being the owner, occupant, tenant or person in charge of a property or premise who puts out waste for collection shall provide unobstructed and convenient access for collection of such waste.

59. TRANSPORTATION OF REFUSE

59.1. A person shall not use or permit to be used any vehicle for the conveyance or storage of refuse unless such vehicle is fitted with a suitable cover capable of preventing the dropping, spilling or blowing off of refuse while it is being transported or stored.

60. BURNING OF WASTE

60.1. No person shall burn or attempt to burn Waste in the open air within the Town.

PART SIX - RECYCLING PICKUP

61. RATES PAYABLE

61.1. Each Single Residential Dwelling and Duplex Residential Dwelling in the Town of Wainwright shall be charged a monthly fee as per Schedule "G".

62. RECYCLING COLLECTION

- 62.1. The Town may contract with any person or persons and provide an exclusive or nonexclusive franchise for the collection, removal and disposal of recyclables upon such terms and conditions as are considered expedient by the Town.
- 62.2. All persons in charge of a Single Residential Dwelling or Duplex Residential Dwelling may place an unlimited number of blue bags at curbside for collection.
- 62.3. No person shall place any recyclables in receptacles or bins not designated for that particular refuse or in a manner so as to constitute a nuisance.
- 62.4. If the condition of blue bags provided by a person is considered by the Town to be insufficient in practice to meet the requirements of this Bylaw, the Town or it's delegate may by notice direct the person to promptly provide alternative bags as the case may be.

63. TIME OF RECYCLING COLLECTION

63.1. The scheduled collection of all recycling shall be in accordance to the signed contracts between collector and the Town.

64. PREPARATION OF RECYCLABLES FOR COLLECTION

64.1. All persons in charge of a residence shall place all blue bags curbside for collection in accordance to the following:

- II. blue bags shall be placed at front curbside no sooner than 24 hours of before the scheduled collection day; and
- III. any uncollected recyclables must be removed from curbside within 24 hours of the scheduled collection day.
- 64.2. The person in charge of any building or premises shall keep the front curbside of their premise to the centre line thereof in a clean and tidy condition and free of refuse.
- 64.3. The Town reserves the right to refuse collection of recyclables that:
 - I. are put out in any bin, receptacle or bag which is not accepted by the blue bag program;
 - are improperly placed and/or cannot be easily accessed;
 - III. contain improperly prepared, unacceptable or prohibited recyclables;
- 64.4. A person shall not put out recyclables for collection unless:
 - I. tin cans and plastics are rinsed and free of any food residue;
 - II. recyclables are placed in a securely tied blue bag or blue recycle bin at front curbside;
 - large cardboard/boxes that are unable to fit into the blue bag are flattened and placed under the bag;

65. LOCATION OF BLUE BAGS

- 65.1. Blue bags shall be placed at front curbside for collection.
- 65.2. All persons shall permit authorized collectors of refuse to enter their property and premise at all reasonable times for the purpose of carrying out their duties.
- 65.3. Any person being the owner, occupant, tenant or person in charge of a property or premise who puts out recycling for collection shall provide unobstructed and convenient access for collection of such refuse.

PART SEVEN - GENERAL PROVISIONS

66. NOTICES

66.1. Where the Peace Officer is required to give notice to a person pursuant to this Bylaw such notice shall be

- by causing a written copy of the notice to be delivered to and left in a conspicuous place at or about the affected property; or
- II. by causing a written notice to be mailed or delivered to the last known address of the person.

67. NON-COMPLIANCE WITH THE BYLAW

- 67.1. If a person, being the owner, occupant, tenant or person in charge of any building or premises has been given an order to remedy any condition contrary to any part of this Bylaw and neglects or refuses to comply with such an order within the specified time, the same may be done by the Town at the expense of the person in default. All expenses incurred shall be in addition to and not a substitute for any fines or penalties to which the person may be subject pursuant to the provisions of this Bylaw. On default of payment of these expenses the Town may recover the expenses thereof with costs, by action or in a like manner as municipal taxes.
- 67.2. Upon the recommendations of the Peace Officer, the Town may by written notice require the removal of any accumulation of dirt, stone, old implements, derelict automobiles, iron or other items or material from roads, lands or other private or public property within the Town by the person depositing the same and any person who fails to comply with the requirements shall be liable to the said penalties for a breach of this Bylaw.

68. VIOLATION TICKET

- 68.1 Where a Peace Officer has reasonable grounds to believe that a person has contravened any provisions of this Bylaw, they may serve upon such person(s) an offence ticket allowing for the payment of the specified penalty to the Town within fourteen (14) days of the issuance of the offence ticket. Such payment shall be accepted by the Town in lieu of prosecution for the offence.
 - I. First Offence written notice as per Section 66.1
 - II. Second Offence \$100.00 penalty
 - III. Third Offence \$250.00 penalty
- 68.2 Service of an offence ticket shall be sufficient if it is:
 - I. personally served;
 - II. mailed by registered mail to the address of the registered owner of the property or person who has contravened the Bylaw.

- I. the name and address of the offender if ascertainable;
- II. the offence;
- III. the location, date and time of the offence;
- IV. If the penalty specified in the offence ticket is not paid within fourteen (14) days of issuance, then a Peace Officer is hereby authorized to issue a violation ticket regarding the offence in accordance with the provisions of the Provincial Offences Procedure Act, Chapter 21, S.A. 1988 and amendments thereto.

Any person who fails to act in compliance and accordance with any notice given to them under this Bylaw shall be guilty of an offence and upon summary conviction shall be liable to a penalty of not less than \$500.00 and not more than \$2,500.00 plus court costs and in default of payment of the penalty and costs, to a term of imprisonment not exceeding six (6) months.

69. APPEALS

- 69.1. Any person who considers himself aggrieved by a decision of the Town under Section 68 may appeal such decision to the CAO.
- 69.2. Any appeal under Section 68 shall be made within fourteen (14) days after receipt of the Town decision.
- 69.3. All appeals shall be in writing and addressed to the CAO at the Town Office.
- 69.4. The decision of the CAO on an appeal shall be final.

70. REPEAL

This Bylaw shall repeal Bylaw 2023 - 09.

71. EFFECTIVE DATE

This Bylaw shall come into full force and effect upon passing of the third reading.

READ a first time in Council this 20th day of August, 2024.

Mayor

hief Administrative Officer

READ a second time in Council the	nisday of, 2024.
	Mayor
	Chief Administrative Officer
READ a third and final time in Cou 2024.	uncil this day of,
	Mayor
	Chief Administrative Officer

SCHEDULE "A"

DEFINITIONS

"Application for Utilities" means the application made by the customer to the Town for supply of utility services.

"Ashes" means the residue left after the combustion of any substance, but shall not include such ashes that may accumulate as the result of a buildings operation or process.

"Backflow valve" means a device or method to prevent backflow.

"Biological Waste" means waste that is created in a hospital, necropsy facility or biological research laboratory and contains or may contain pathogenic agents that may cause disease in persons exposed to the waste.

"Blue Bag" means transparent blue recycling bags identified in the curbside collection program as exclusively used to collect recyclables.

"B.O.D." denoting Biochemical Oxygen Demand means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in milligrams per liter by weight.

"Building" means any structure used or intended for supporting or sheltering any use or occupancy.

"Building Code" means the Alberta Building Code 2014 and amendments thereto or replacements thereof.

"Building Drain" means the part of the lowest horizontal piping, which receives discharge from soil, waste or other drainage pipes within a building and conducts it to the building sewer beginning one (1) metre outside the building wall.

"Building Sewer" means the part of a wastewater drainage system outside a building commencing at a point one (1) metre from the outer face of the building and connecting the building drain to the sanitary sewer or place of disposal of wastewater.

"Building Waste" means Waste produced in the process of constructing, demolishing, altering or repairing a building and shall include, but not be limited to construction materials, earth, vegetation and rock displaced during the process of building.

"CAO" means the Chief Administrative Officer for the Town of Wainwright or designate.

"Cart" means an animal proof, non-corrosive, and durable plastic waste container on wheels, with an approximate size of 95 gallons, supplied by GFL Environmental Inc., to be utilized for front curb waste collection.

"Cleanout" means a pipefitting that has a removable cap or plug and is so constructed that it will permit pipe cleaning.

"C.O.D." denoting Chemical Oxygen Demand means the oxygen

"Collector" means any person authorized to collect, remove and dispose of Refuse pursuant to this Bylaw.

"Combined Service" means the service or service pipe used or intended to be used to supply water for fire protection as well as water for purposes other than fire protection.

"Commercial Premise" means a premise principally used for the conduct of some profession, business or undertaking and includes but is not limited to a business engaged in the direct retailing of goods or provision of services to the final consumer and for the purpose of this Bylaw any building or premise which is not a Residential or Industrial Premise.

"Curb Stop" means the valve on the Town service pipe.

"Customer" means any person, partnership, corporation or organization who has entered into a contract with the Town for utility services or who is the owner. Existing Tenants will be grandfathered.

"Dangerous Goods" means any material as defined under the Dangerous Goods Transportation and Handling Act S.A. 1998 and amendments thereto.

"Duplex Residential Dwelling" means any building containing two (2) units occupied or used as abodes, residences or places of living.

"Financial Institution" means a bank, trust company or a credit union, located in the Town.

"Fire Line" means a pipe intended solely for the purpose of providing a supply of water for fire protection purpose.

"Garbage Disposal Unit" means any device, garburator, equipment, or machinery designed, used, or intended to be used for the purpose of grinding or otherwise treating refuse to enable the same to be introduced into a public sewer.

"Grease and Oil" means any material recovered as a substance soluble in trichlorotriflourethane and may also include sulphur, organic dyes, and chlorophyll, using the "Standard Methods" for the examination of water and wastewater from the latest editions of American Public Health Association, American Water Works Association and American Water Pollution Control Federation.

"Hazardous Waste" means a solid or liquid material that presents an unusual disposal problem or requires special handling including but not limited to explosives, poisons, caustic acids, drugs, radioactive materials and other like materials.

"Heavy Industrial Premise" means any land or buildings designated under the Land Use Bylaw, as being in an Industrial Land Use District.

"Hydrocarbons" means compounds made up of only carbon and hydrogen.

"Industrial Wastes" means liquid waste from industrial processes, dairies, breweries, packing plants and similar processes.

under the Land Use Bylaw, as being in an Institutional Land Use District.

"Land Use Bylaw" means the Town's Land Use Bylaw and amendments thereto.

"Light Industrial Premise" means any land or buildings designated under the Land Use Bylaw, as being in an Industrial Land Use District.

"Lime Slurry and Residues" means a mixture of lime and water resulting in a pH in excess of 10, or suspended solids in excess of 1000 milligrams per litre.

"Multi-Residential Complex" means any building containing three (3) or more units occupied or used as abodes, residences or places of living that does not require individual utility services.

"Multi-Residential Dwelling" means any building containing three (3) or more units occupied or used as abodes, residences or places of living that requires individual utility services. This does not include apartments, condominiums, senior housing or lodges.

"Natural Gas Service" means the natural gas service line as well as the associated regulating and metering equipment that is required.

"Natural Gas Utility" means the natural gas distribution system operated by the Town and all accessories and appurtenances thereto.

"Natural Outlet" means any naturally occurring outlet into a water course, pond, ditch, lake or other body of surface or groundwater not constructed by any person.

"Nuisance" means the disposal of refuse in such a manner as to be offensive to the public at large, which, without restricting the generality of the foregoing includes noxious or objectionable odors or objectionable appearance.

"Owner" means the registered owner of a property or the purchaser thereof.

"Peace Officer" means a member of the Royal Canadian Mounted Police or Community Peace Officer appointed under the Peace Officer Act, S.A. 2006, chapter p-3.5, and amendments thereto, or a Bylaw Enforcement Officer appointed for or by the Town.

"Person" means any person, firm, corporation, tenant, owner or occupier of any property, building or premise.

"pH" means the logarithm of the reciprocal of the weight of hydrogen ion in grams per litre of solution and denotes alkalinity or acidity.

"Phosphates" means a chemical salt classified as orthophosphates, condensed phosphates and poly-phosphates.

"Point of Supply" means the outlet flange of the meter, or regulator if the regulator is preceded by the meter.

"Polluted Wastes" and "Polluted Water" means materials or water that are contaminated with wastes in excess of that permitted by this Bylaw.

"Premise" means a site including any buildings erected thereon. "Private Service" or "Private Service Pipe" means that portion of a pipe used or intended to be used for the supply of water, which extends from the curb stop to a meter.

"Recyclables" means all material or mixture of materials that is intended to be recycled or reused as per the Town's curbside collection program. Examples include but are not limited to plastics that hold their shape, paper, newsprint, clean cardboard, tin cans, etc.

"Refuse" means all putrescible materials resulting from the handling, preparation, cooking, consumption and storage of food along with the following materials: broken dishes, tins, glass, rags, clothing, waste paper, cardboard, sawdust, food containers, grass cuttings, plastic, shrubbery and tree pruning, weeds and garden wastes, Ashes but does not include manure, tree stumps, roots, turf, earth, furniture, major household appliances, discarded auto parts, Building Waste and Trade Waste.

"Remote Reading Device" means a device, which is connected to a water and gas meter by the Town and provides a duplicate reading of the water and gas consumed, which may be monitored from the exterior of the building.

"Residential Customer" means a person who occupies a property used exclusively for residential purposes and connected to or provided a utility.

"Residential Premise" means any land or buildings designated under the Land Use Bylaw, as being in a Residential Land Use District, which without limiting the generality of the foregoing shall include a Single Residential Dwelling, Duplex Residential Dwelling, Multi-Residential Dwelling and a Multi-Residential Complex.

"Safety Codes" means the current Safety Codes Act applicable regulations and amendments thereto.

"Sanitary Sewer" means a sewer located on public property, which is designated by the Town to carry wastewater only.

"Service Area" means the lands contained within the corporate limits of the Town of Wainwright and any service connection provide outside of the corporate limits.

"Service Connection" means all that portion of pipes, wires or things that provide a public utility situate between the public utility main and the property line of the property to which such utility is supplied. In the case of the natural gas utility it is from the public utility main to the meter.

"Service or Service Pipe" means a pipe used or intended to be used for supplying water, which extends from a water main to a meter.

"Sewage Works" means all sewers and facilities for collecting, pumping, treating and disposing of wastewater.

"Sharpes Container" means Local Board of Health approved devices, which are puncture resistant, and tamper/spill proof.

"Shut Off" means an interruption, or discontinuance of, the supply of water.

"Single Residential Dwelling" means any single detached building or mobile home containing one (1) unit occupied or used as an abode, residence or place of living but does not mean an apartment house, hotel, motel, boarding house, or rooms in any building containing trade premises that has been zoned a Commercial or Industrial property.

"Sprinkling" means the distribution of water to the surface or subsurface of lawns, gardens, street or other areas situated outside the buildings by pipes, hoses, sprinklers or any other method and includes the washing of motor vehicles and the exterior of buildings.

"Storm Sewer or Storm Drain" means a pipe or conduit, which is designated by the Town to carry storm, surface drainage and ground waters only.

"Street" means all those lands situated within a road right-of-way registered at the Northern Alberta Land Titles Office.

"Suspended Solids" means solids that either floats on the surface of, or are in suspension of the water, wastewater, or other liquids and which are removable by laboratory filtering.

"Town" means the Town of Wainwright and designated employees.

"Town Service" or "Town Service Pipe" means that portion of a pipe used or intended to be used for the supply of water, which extends from the water main to the curb stop.

"Trade Waste" means materials or by-products discarded in a manufacturing or other producing process.

"Utility" and "Utility Service" means and include as the context may require:

I. the supply of natural gas

II. the supply of water

III. the provision of wastewater collection and disposal

IV. garbage

V. recycling

"Waste" means any discarded or abandoned organic or inorganic material, which health regulations or the amenities of the area in which it exists, require that it be removed, and without limiting the generality of the foregoing includes Building Waste, Refuse and Trade Waste.

"Wastewater" means a combination of the water carried wastes from all buildings in Town and without limiting the generality of the foregoing includes residences, business buildings, institutions and industrial establishments.

"Wastewater Treatment Plant" means any facility used for treating wastewater, and without restricting the generality of the foregoing

"Water Course" means a channel in which a flow of water occurs either continuously or intermittently.

"Water Main" means those pipes installed by the Town in the streets for the conveyance of water throughout the Town to which service pipes may be connected.

"Water Utility" means the system of water works owned and operated by the Town and all accessories and appurtenances thereto.

SCHEDULE "B"

CASH DEPOSITS

Residential Accounts

\$300.00

Commercial/Business Accounts

Contractors/Developers

\$400.00

VERIFICATION AND TESTING OF DISPUTED METERS

Water Meter

\$300.00 plus GST

Natural Gas Meter

\$300.00 plus GST

SERVICE CALLS

During Regular Working Hours

\$80.00 plus GST

After Regular Working Hours

\$200.00 plus GST

RECONNECT/DISCONNECT FEE

Reconnect/Disconnect Fee

\$80.00 plus GST

SCHEDULE "C"

WATER RATES

Effective January 1, 2024

Fixed Monthly Charge Variable Charge Cost of Water \$20.25 \$0.99/cubic meter Based on current CFB/ASU Charge

THAWING SERVICE

Based on actual costs for labour and equipment plus GST.

REQUESTED WATER SHUT OFF

During Regular Working Hours

\$80.00 plus GST

After Regular Working Hours

\$200.00 plus GST

SCHEDULE "D"

WASTEWATER RATES

The cost of wastewater service for residential premises connected to the Town sewage system and which contains not more than two dwelling units shall be a flat fee as follows:

Effective January 1, 2024

\$20.75 per month

Where there are more than two dwelling units in residential premises or for other properties served by a single water meter, the customer shall pay a rate per cubic metre of wastewater calculated in the manner herein set forth as follows:

Effective January 1, 2024 \$1.07 per cubic metre - \$20.75/month minimum

For the purpose of calculating the sewage charge payable by a customer, the volume of wastewater contributed by a customer to the sewage works shall be deemed to be equal to 90% of the water delivered to the customer's premises, whether the water was received from the Town or from other sources.

The cost of wastewater service for Bunge Canada edible oils processing plant shall be the following flat fee:

Effective January 1, 2024

\$2,652.58 per month

TREATMENT OF WASTEWATER

Where the Town has tested the discharge of wastewater into the sewage system pursuant to Clause 43 and found the wastewater exceeds the limits of B.O.D., suspended solids or grease set out in this Bylaw, then the customer shall pay for service as follows:

Effective January 1, 2024

\$1.07 per cubic metre

a treatment charge based on the amount of B.O.D., grease or suspended solids at the following rates:

B.O.D.:

\$0.4817 per kg

Suspended Solids:

\$0.5206 per kg

Grease

\$0.1488 per kg

CLEARING OF BLOCKAGE

During Regular Working Hours

\$80.00 per service call

plus GST

After Regular Working Hours

\$200.00 per call out plus

GST

STORM WATER UTLITY

Effective January 1, 2019

Fixed Monthly Charge

Residential

\$5.00

SCHEDULE "E"

NATURAL GAS RATES

All rates below are subject to the addition of applicable GST and carbon levy.

Rate #1

Customers consuming less than 20,000 GJ on an annual basis.

Effective January 1, 2024

Fixed Monthly Charge

Variable Charge

Commodity Charge

\$26.75

\$1.36/GJ

Cost of Gas + 2.5%

Rate #2

Customers consuming 20,000 GJ or more on an annual basis.

Effective January 1, 2024

Fixed Monthly Charge

Variable Charge

Commodity Charge

\$2,026.83

\$0.39/GJ

Cost of Gas + 2.5%

NATURAL GAS SERVICE INSTALLATION

3/4" Gas Service

Basic fee of \$850.00 plus \$27.00 per lineal meter

3/4" Duplex Gas Service

Basic fee of \$1400.00 plus \$27.00 per lineal meter

1" Gas Service

Basic fee of \$900.00 plus \$28.50 per lineal meter

2" Gas Service

Basic fee of \$1100.00 plus \$33.55 per lineal meter

Additional Meter \$255.00 per meter

Winter installation is an additional \$250/day with a minimum of 3 days (Frost Hog). Depending on ground conditions, additional charges may be added to the minimum rate.

REQUESTED NATURAL GAS TURN OFF

During Regular Working Hours

\$80.00 per service call

plus GST

After Regular Working Hours

\$200.00 per call out plus

GST

Abandon Gas Service

\$275.00 plus GST

SCHEDULE "F"

GARBAGE COLLECTION RATES

Effective January 1, 2024

Fixed Monthly Charge Residential

\$15.05 plus GST

Effective April 2023

Replacement Cart

\$100.00 plus GST

SCHEDULE "G"

RECYCLING COLLECTION RATES

Effective January 1, 2024

Fixed Monthly Charge Residential

\$6.74 plus GST



Moved by Councillor Challenger

THAT Bylaw 2024 – 04 receive Third and Final Reading (Being A Bylaw to regulate and provide for the supply of natural gas, water, wastewater and stormwater utility, garbage, and recycling) and that the Mayor and Chief Administrative Officer be authorized to sign the Bylaw and affix the Corporate Seal of the Town of Wainwright.

Signature



INDICE INDICE	Moved b	Councillor	Moroz
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THAT Policy 2024-11; Harassment and Bullying Prevention be adopted as presented and placed in the Policy Book.

Signature	



Policy Number: 2024 – 11 Date of Issue: September 3, 2024

Page: 1 of 2 Motion Number: 2024 - XX

Policy Subject/Title: HARASSMENT AND BULLYING PREVENTION

Signature of Approval by Authorized Personnel:

Karrie A. Gau, CAO

Supersedes: March 7, 2023 Policy #2023-03; Motion #2023-71

Date of Last Update Title & No. of Previous Policy if Applicable

POLICY STATEMENT:

The Town of Wainwright is committed to providing a work environment in which all workers are treated with respect and dignity. Harassment or bullying will not be tolerated by any person on or outside the jobsite including all employees and representatives of the Town of Wainwright, members of the public, and customers. We are committed to eliminating or if that is not possible, controlling the hazard of bullying or harassment.

Any reported workplace harassment or bullying will be investigated as per the Town of Wainwright Violence and Harassment and Bullying Prevention Program Plan, as found in the Safety Manual.

PROCEDURES:

DEFINITIONS

Workplace harassment means any single incident or repeated incidents of objectionable or unwelcome conduct, comment, bullying or action by a person that the person knows or ought to reasonably know, will or would cause offence or humiliation to a worker, or adversely affects the worker's health and safety. Workplace harassment includes conduct, comment, bullying or action because of race, religious beliefs, colour, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, gender, gender identity, gender expression and sexual orientation, and a sexual solicitation or advance.

Bullying is repeated, mean, cruel, hurtful behaviours done on purpose by someone with an imbalance of power. There are 4 types of bullying: verbal, physical, social and cyber.

GUIDELINES

Should harassment or bullying occur, the following guidelines apply:

- The complainant should make their disapproval or unease clearly known to the perpetrator.
- If this does not immediately resolve the harassment issue, the complainant should report the situation to their immediate supervisor.
- Should management feel the situation warrants assistance from the authorities, such as police support or OH&S personnel, they should be called immediately.
- Management will take immediate steps to resolve the issue, first by ensuring the comfort/care of the complainant and then investigating the circumstances of the complaint and offering counselling as appropriate.

DISCIPLINE

Upon completion of the investigation, management will implement measures to resolve the issue. This may include verbal/written warning, suspension and/or dismissal of the perpetrator.

TRAINING

All workers will receive training on the Town of Wainwright Harassment and Bullying Policy. This training will include a review of the policy and plan program, recognition of bullying and harassment, appropriate response and reporting, and documenting of incidents of harassment and bullying.

The Town of Wainwright will maintain confidentiality and only disclose the minimum amount of personal information to inform workers of a specific or general threat of harassment or bullying.

REVIEW CYCLE:

This policy will be reviewed annually.

This Harassment and Bullying Prevention Policy does not discourage a worker from exercising the worker's right under any other law, including the *Alberta Human Rights Act*.

Reference the OHS Code under section 390 Part 27 Violence and Harassment, as well as the Town of Wainwright's Violence and Harassment Prevention Program Plan, as found in the Safety Manual.



Moved by Councillor Moro

THAT Policy 2024 - 12; Violence Prevention be adopted as presented and placed in the Policy Book.



Policy Number: 2024 – 12 Date of Issue: September 3, 2024

Page: <u>1 of 3</u> **Motion Number:** <u>2024 – XX</u>

Policy Subject/Title: VIOLENCE PREVENTION

Signature of Approval by Authorized Personnel:

Karrie A. Gau, CAO

Supersedes: March 7, 2023 Policy #2023-02; Motion #2023-70

Date of Last Update Title & No. of Previous Policy if Applicable

POLICY STATEMENT:

The Town of Wainwright is committed to providing a work environment in which all workers are treated with respect and dignity. Violence will not be tolerated by any person on or outside the jobsite including all employees and representatives of the Town of Wainwright, members of the public and customers. We are committed to eliminating or if that is not possible, controlling the hazard of violence.

Any reported occurrence of workplace violence will be investigated as per the Town of Wainwright Violence and Harassment Prevention Program Plan, as found in the Safety Manual.

PROCEDURES:

DEFINITIONS

Violence, whether at a work site or work-related, is the threatened, attempted or actual conduct of a person that causes, or is likely to cause, physical or psychological injury or harm. This can include domestic or sexual violence. Violence in the workplace could put workers at risk of physical or psychological harm. Workplace violence can include:

- Physical attack or aggression (e.g. hitting, shoving, pushing or kicking a worker, throwing an object at a worker, kicking an object the worker is standing on, such as a ladder).
- Threatening behaviour (e.g. shaking a fist in a worker's face, wielding a weapon at work, trying to hit a worker, trying to run down a worker using a vehicle or equipment such as a forklift, destroying property or throwing

objects).

- Verbal or written threats (e.g. verbally threatening to attack a worker, leaving threatening notes or sending threatening emails to express an intent to inflict harm on a worker).
- Domestic violence.
- Sexual violence.

GUIDELINES

Should an incident of violence occur, the following guidelines apply:

- The complainant should make their disapproval or unease clearly known to the perpetrator;
- If this does not immediately resolve the issue, the complainant should report the situation to their immediate supervisor;
- Should management feel the situation warrants assistance from the authorities, such as police support or OH&S personnel, they should be called immediately;
- Management will take immediate steps to resolve the issue, first by ensuring the comfort/care of the complainant and then investigating the circumstances of the complaint and offering counselling as appropriate.

DISCIPLINE

Upon completion of the investigation, management will implement measures to resolve the issue. This may include verbal/written warning, suspension and/or dismissal of the perpetrator. Violence may be grounds for immediate dismissal.

TRAINING

All workers will receive training on the Town of Wainwright Violence Prevention Policy. This training will include a review of the policy and program plan, recognition of violence, appropriate response and reporting, and documenting of incidents of violence.

The Town of Wainwright will maintain confidentiality and only disclose the minimum amount of personal information to inform workers of a specific or general threat of violence.

REVIEW CYCLE:

This policy will be reviewed annually.

This Violence Prevention Policy does not discourage a worker from exercising the worker's right under any other law, including the *Alberta Human Rights Act*.

Reference the OHS Code under section 390 Part 27 Violence and Harassment, as well as the Town of Wainwright's Violence and Harassment Prevention Program Plan, as found in the Safety Manual.



Moved by Councillor Moroz

THAT the Canada Community-Building Fund Memorandum of Agreement between the Minister of Municipal Affairs and the Town of Wainwright for the period of April 1, 2024 to March 31, 2034 be approved and furthermore that the Mayor and Chief Administrative Officer be authorized to sign the agreement and affix the corporate seal of the Town of Wainwright.

From: <u>Karrie Gau</u>
To: <u>Chelsey Eklund</u>

Subject: FW: CCBF Memorandum of Agreement and Program Guidelines

Date: August 30, 2024 9:23:56 AM

Attachments: Canada Community-Building Fund - Program Guidelines (2024) Final.pdf

Town of Wainwright.pdf

Importance: High

From: Canada Community-Building Fund <ma.ccbfgrants@gov.ab.ca>

Sent: Thursday, August 29, 2024 2:06 PM **To:** Karrie Gau <kgau@wainwright.ca>

Subject: CCBF Memorandum of Agreement and Program Guidelines

Importance: High

Dear Chief Administrative Officer/Administrator:

Further to the July 23, 2024, correspondence from Honourable Ric McIver, the Minister of Municipal Affairs, to your Chief Elected Official on your allocation under the Canada Community-Building Fund (CCBF), I am pleased to provide you with a Memorandum of Agreement (MOA) for your signature (attached).

Given that there have been some program changes, I strongly encourage you and your staff to review the revised CCBF program guidelines (attached) and other resources available on the program website (<u>Canada Community-Building Fund | Alberta.ca</u>).

As Minister McIver indicated, Alberta and Canada have agreed to a renewed administrative agreement for the CCBF program. The program had been governed by a 10-year administrative agreement that covered the 2014-15 to 2023-24 period and expired in March 2024. The renewed CCBF administrative agreement, signed in July 2024, covers the 2024-25 to 2033-34 period.

The CCBF continues to provide predictable, long-term, stable funding for local governments to help build and revitalize public infrastructure to support job creation and long-term prosperity. Local governments continue to be able to determine local priority projects, provided they align with the eligibility criteria in the program guidelines.

CCBF Program Changes

A few changes have been made to the CCBF program that are important to highlight. First, the allocation formula that determines how CCBF funds are distributed among eligible local governments has been updated. Starting in 2024, all eligible local governments receive a base funding amount (\$50,000 for most communities; \$5,000 for summer villages), with the remaining federal funding distributed on a per capita basis. In the past, funding was distributed on a per capita basis with each community guaranteed a minimum of \$50,000 (although summer villages received a base funding amount). This change ensures local governments benefit from any increases to federal CCBF funding over the course of the administrative agreement.

Also in the 2024 administrative agreement is a joint commitment between Alberta and Canada to address housing challenges in the province. For communities with a 2021 federal census population of 30,000 or more, the agreement requires the completion of a

Housing Needs Assessment (HNA) and an annual Housing Outcomes Report. Information on the housing requirements and links to the HNA template can be found in Section 11.d of the program guidelines.

Other program changes include annual reporting requirements on project outcomes in addition to expenditure and project status, a revised payment condition that requires financial reporting to be certified prior to payment of CCBF funding, a federal requirement for local governments to maintain a distinct bank account for CCBF funding, and the introduction of CCBF spending restrictions for local governments with infrastructure management challenges, in alignment with the restrictions under the Local Government Fiscal Framework program.

These new elements are described in greater detail in the program guidelines on the program website. Local government allocations are also available on the website and will be updated annually after Alberta receives notification from Canada regarding the province's funding allocation.

Memorandum of Agreement

The MOA governs the relationship under the CCBF between the province and the local government, including the funding relationship. Minister McIver has signed the agreement, and we request that you have the document signed and dated, in accordance with your internal signing policy, and return it to the department as soon as possible. The agreement can be signed and dated by up to two individuals duly authorized by council to sign agreements under Section 213(4) of the *Municipal Government Act*. Payment of your CCBF allocation cannot be released until the MOA is signed and returned, and other payment conditions are met. Please returned the signed agreements to <a href="mailto:mail

As always, Municipal Affairs grant advisors are available to support you in this process and answer any questions you may have about the CCBF. You may contact an advisor toll-free by dialing 310-0000, then 780-422-7125. Alternatively, grant advisors can be contacted at the email address listed above.

I look forward to continued work between your community and the Government of Alberta on infrastructure projects that benefit Albertans throughout the province.

Sincerely,

Brandy Cox Deputy Minister

Attachments:

- 1. CCBF Local Government Memorandum of Agreement Template
- 2. CCBF Program Guidelines



Moved by Councillor Foley

THAT the letter from Wainwright Elementary School Physical Education Instructor, Dale Mitchell re: National School Terry Fox Run be received and that the roads be closed on 2nd Avenue from the Peace Memorial Multiplex to 8th Street, 8th Street to 1st Avenue, and 1st Avenue to 27th Street from 10:30 a.m. to 11:30 a.m. on Thursday, September 26, 2024 per their request to allow our community's schools to participate in this important national event subject to appropriate insurance coverage and furthermore that the Public Works Department provide the necessary barricades required for the road closure.

Signature		

Letter written in joint partnership with Blessed Sacrament School and Wainwright High School.

905 10th Street Wainwright AB T9W 2R6 August 27, 2024

Wainwright Town Council Attention: Karrie Gau Town Administrator CAO Town of Wainwright Wainwright AB

Re: Permission to close Railway Avenue to 27th Street for the five school National School Terry Fox Run on **Thursday, September 26th at 10:30 a.m**. at the Peace Memorial Multiplex

Dear Town Council/Ms. Gau/Mr. Walker/Mr. Miller,

This letter is in regards to the running of the annual National School Terry Fox Run. Our goal as schools in our community is to promote healthy choices and healthy active lifestyles. With that in mind, we are asking for your permission to block off and use Railway Avenue from the Peace Memorial Multiplex to 27^{th} Street from 10:30 a.m. -11:30 a.m. on Thursday, September 26^{th} . This would allow traffic coming off Highway 41 to turn and go down 27^{th} Street for that one hour. After discussion with Mr. Trevor Miller we would make a few modifications this year with the start of the run/walk being the white pedestrian markers in front of the PMM and running down 2^{nd} Avenue, turning right at the Prairie Rose Center and then left onto Railway Avenue whereby the route would remain the same as in previous years.

Our run/walk would include all five schools (Blessed Sacrament Outreach, Blessed Sacrament School, Ecole Saint Christophe, Wainwright High School and Wainwright Elementary School). We will have ten volunteers supervising the barricades same as last year for security measures. As well we had the assistance of the RCMP and the Fire Department.

We, as a collective group of schools, feel it is important to model active lifestyles in our community and feel the **National School Terry Fox Run** continues be an ideal avenue to showcase this and bring all five schools together for one event. We would appreciate your support in continuing to make this an annual event in our community

If you have any questions, comments or concerns, please contact me at 842-3361. Thank you for your time and consideration on this matter.

Yours in education,

Dale Mitchell Physical Education Instructor Wainwright Elementary School





Moved by Councillor Haubrich

THAT as recommended by the Director of Parks and Recreation, the Wainwright Communities in Bloom 2025 funding request of \$4,000.00 for the purchase and maintenance of flowers and beds be approved and furthermore this amount be taken from the 2025 operating budget.

•	Signature		

August 18,2024

Town of Wainwright
Mayor Pugh and Council Members

Wainwright Communities in Bloom wish to extend our deep gratitude to the Town of Wainwright,

Scott Walker, Murray Bretzer and his team at Parks and Recreation, for all the support and timely assistance provided to our organization.

A good portion of our financial needs are met through the annual sponsorship of the hanging

baskets from our business community. However, the grant funding provided by the Town of Wainwright

is very much needed in order to pay expenses related to the purchase and on-going maintenance of our

flowers, flowerbeds and gazebos.

Therefore, this is our annual request for grant funding in the amount of \$4000.

Thank you for your continuing support of ensuring our town is a fabulous and beautiful place to call home and to visit.

Regards

Diane Howorko

Chairperson

Wainwright Communities in Bloom



Moved by Councillor Moroz

THAT further to motion 2024 – 80 and as recommended by the Director of Protective Services – Fire Chief, an additional cost of \$677.20 plus applicable taxes be authorized to Piokers Accessory Installations for the lights on the new Fire Department Sport Utility Vehicle, with the cost to be shared 50/50 with the Municipal District of Wainwright No. 61 and the Town's share of \$338.60 be drawn from the Fire Department reserve.

Signature	

For Information: Motion 2024 – 80

Regular Council Meeting March 19, 2024

Moved by Councillor Moroz

THAT as recommended by the Director of Protective Services – Fire Chief, accessories totaling \$15,173.83 plus applicable taxes be purchased and installed on the new Fire Department Sport Utility Vehicle, with the cost to be shared 50/50 with the Municipal District of Wainwright No. 61 and the Town's share of \$7,586.92 be drawn from the Fire Department reserve and furthermore the following costs be included:

Lights, sirens, grill guard, radio changeover	Piokers Accessory Installations	\$8,006.83
Installation labour	Piokers Accessory Installations	\$2,817.00
Decals	Autographx	\$1,350.00
Rear command center	Ignite Distribution Ltd.	\$3,000.00
	Total	\$15,173.83

MOTION CARRIED

Previously authorized to Piokers Accessory Installations: Invoices received from Piokers Accessory Installations: Difference of:

\$8,006.83 + \$2,817.00 = \$10,823.83 \$8,006.83 + \$3,494.20 = \$11,501.03 \$11,501.03 - \$10,823.83 = \$677.20 Piokers Accessory Installations
513 22 street
Wainwright AB T9W 1H9
(780) 806-9287
spioker@hotmail.com
GST/HST Registration No.: 814257994



BILL TO
Wainwright Fire Rescue

			2
ACTIVITY	QTY	RATE	AMOUNT
80A circuit breaker resettable breaker	2	59.00	118.00
22 gauge bulk wire	100	0.35	35.00
Shop supplies Misc shop supplies	1	99.00	99.00
Labour Labour to install and wire upper lightbar and 18 perimeter lig Install front bush guard and programming of light package.	29.50 hts.	90.00	2,655.00
2/0 cable #2 cable	42	6.75	283.50
3-12 wire 12ga 3 strand wire-upper lightbar	10	5.37	53.70
Whetlir ion red led lights add on for mirrors	2	125.00	250.00
Thank you for your Business!	SUBTOTAL		3,494.20
Extra charges: Parts and labour to Install 2 more ion lights onto mirrors	GST @ 5%		174.72 3,668.92
Light bar wiring was insufficient and needed to be extended	TOTAL BALANCE DUE		\$3,668.92



INIOVED BY COUNCINOIS I DIE	Moved	by	Councillor	Foley
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THAT as recommended by the Director of Public Works, the quotation from BEL Contracting Ltd. to install two (2) fire hydrants at 530 - 6 Avenue and 1102 - 4 Avenue be accepted as presented, with a total cost of \$14,400.00 plus applicable taxes.

<u>Note</u>

Same per hydrant quote as 2021



Box 3003 Wainwright, Alberta T9W 1S9 Ph: 780-842-4363 QUOTE/ ESTIMATE

Job Name: Tous, Quote to: Trev Attention:	a Miler	Date:	Aug 16,2
Quantity Unit of Measure	Material Hydraut install and bedalill	Unit Rate	Total /\frac{\frac{1}{2}}{2}
	* Price excluded GST		14400
	If you have any questions, please call Todd at 780-842-9414		
and will become an e All agreements contil All pricing subject to BEL Contracting Ltd.	eted in a professional manner according to standard practices. tion from above specifications involving extra costs will be executed extra charge over and above the estimate. Ingent upon delays beyond our control. The eview upon change in scope of work It is not responsible for liquidated damages due to scheduling of other payment terms are 30 days & for completion of work and the control of the contro		
Jeld Se			
ithorized Signature, I	BEL Contracting Ltd. Acceptance Signature		



Moved by Councillor Challenger

THAT as recommended by the Director of Planning and Development, the proposal from Invistec Consulting Ltd. for the Traffic Impact Assessment in the amount of \$79,958.00 plus applicable taxes be accepted as presented, and furthermore that \$58,023.00 be funded by the Alberta Community Partnership grant as a further cost of the Traffic Impact Assessment and \$21,935.00 be drawn from the operating budget.

Good morning Scott,

Attached for your review and comments are the *Project Budget Check, Scope Change Request (S/C # 3) and Project Schedule*.

With the Proposed Scope Change No 3 (Amount: \$76,290), the overall project budget will be increased to just under \$200,000. The Project, with the addition of Scope Change No 3, will essentially cover all the intersections and accesses along Hwy 14 through the Town. It would include an assessment of the accesses and intersections on Hwy 14 through the Town. You had shown me some of the conceptual access treatment plan prepared by Alberta Transportation's consultant. I think we can do better than that and come up with a more "business friendly" plan. I have also included troubleshooting of a traffic signal at 10 St & 5 Ave, we will provide a solution to fix the potential issues associated with the signal operation.

We anticipate that the bulk of the work can be completed, with a <u>Draft Report ready by mid-May</u>. It will be followed by meetings with you and then we will identify topics or issues that we can engage **Alberta Transportation & Economic Corridors** for discussion, and see if they can participate or fund some of the improvements that we have identified in the Report. Assuming an engagement process of 7 weeks, we can have the project wrapped up before the end of June.

If you want to wrap up the project sooner, we can compress the work schedule by about 20% to 25% so that we can engage the Province sooner. The current Project Schedule is prepared based on the assumption that the Project Team will be spending 30% to 40% of our time to work on this project. If a more compressed schedule is needed, we can allocate a greater portion of our time to this Project (40% to 50%).

For the next 4 months, I will be making at least 4 trips to Wainwright and the province's office in Vermilion.

Please give me a call if you have any questions related to this Scope Change / Project Schedule.

Thanks.



Paul Chan, P.Eng, M.Sc.
Senior Vice President, Transportation
Transportation Engineer / Traffic Engineer / Traffic Signal Specialist
Invistec Consulting Ltd.

Edmonton: Suite 1700, 10130 - 103 Street NW, Edmonton, AB T5J 3N9

Calgary: #300, 404 – 6th Avenue SW, Calgary, AB T2P 0R9

Mobile: 780-965-0005

Email: paul.chan@invistec.ca

Town of Wainwright - Traffic Impact Studies & Intersection Analysis: Budget Check

Proposal / Scope Change	Task	To West)	Task Description		Budget	Bi	llings to date	Pen	naining Budge
Original Contract	2.1.1	Done	TR 444 & Hwy 41 TIA	18		\$	4,037.50		637,50
Original Contract	2.1.2	Done	11 St & 4 Ave TIA	\$	3,647.00	\$	3,144.50	<u> </u>	502.50
	2.2	1	Hwy 41	\$	7,138.00	\$	3,662.50	\$	3,475.50
	2.3	2, 3	23 Ave & 23 St	\$	3,138.00	\$	1,845.00	1	1,293.00
	2.4	5a	Hwy 14 & 23 St	\$	7,037.00	\$	5,650.50	S	1,386.50
	2.5, 2.6, 3.1	4a,c,d	Hwy 14 & 27 St incl. 13 Ave;	\$	12,540.00	\$	10,461.00	\$	2,079.00
			Sum - Original Budget		38,175.00	\$	28,801.00	\$	9,374.00
Scope Change 1	2.2.1.B	Done	14 St & 4 Ave TIA	\$	3,145,00	\$	3,145.00	S	-
	2.4.A	Done	Hwy 14 & 23 St - Signal Check	\$	500.00	\$	500.00	\$	-
	2.6.A	Done	27 St Hotel Access Counts	\$	1,925.00	\$	1,925.00	\$	_
	2.6.B	Done	27 St & Canadian Tire Access Counts	\$	1,875.00	\$	1,875.00	\$	-
	4.1.A	Done	Hwy 14 & 1 St Counts	\$	1,280.00	\$	1,280.00	\$	-
	4.2.A	Done	Hwy 14 & 14 St Counts	\$	1,680.00	\$	1,680.00	\$	-
	4.3.A	Done	Hwy 14 & 15 St Counbts	\$	1,280.00	\$	1,280.00	\$	-
	4.4.A	Done	Hwy 14 & 18 St Counts	\$	2,150.00	\$	2,150.00	\$	-
			Sum - Scope Change 1	\$	13,835.00	\$	13,835.00	\$	-
Scope Change 2	2.4B	5b	Hwy 14 & 23 St Additional Analysis	\$	16,215.00	\$	13,050.00	\$	3,165.00
	2.6.C	4b	Hwy 14 & 27 St - Dollarama Impacts	\$	11,160.00	\$	5,265.00	\$	5,895.00
	2.6.D	4e	Hwy 14 & 27 St Preliminary Signal Upgrade Design	\$	22,000.00	\$	19,438.00	\$	2,562.00
	4.1.B	8	Hwy 14 & 1 St - Analysis / Report	\$	22,270.00	\$	1,950.00	\$	20,320.00
			Sum - Scope Change 2	\$	71,645.00	\$	39,703.00	\$	31,942.00
Scope Change 3	5.1	6a,c	Hwy 14 & 14 St - Analysis / Report	\$	16,470.00	\$	-	\$	16,470.00
	5.2	6b	Hwy 14 from 15 St to 18 St (Access Management)	\$	15,600.00	\$	- 1	\$	15,600.00
	5.3	7	Hwy 14 from 1 St to 14 St (Access Management)	\$	24,850.00	\$		\$	24,850.00
	5.4	9	10 St & 5 Ave Signal Operation Review	\$	3,420.00	\$		\$	3,420.00
	5.5	10	Meeting with AT / Town	\$	15,950.00	\$		\$	15,950.00
			Sum - Scope Change 3	\$	76,290.00	\$	-	\$	76,290.00
otal Invoiced To Date:						\$	82,339.00		
otal - Original Scope & S/0	01			\$	52,010.00				
otal - Original Scope & S/C	1 & 2			\$1	23,655.00				
otal - Original Scope & S/0	1,2&3			\$1	99,945.00			\$	117,606.00

Town of Wainwright - Traffic Impact Study & Intersection Analysis Scope Change No. 3

	Task		Chan	Wong	Mackie	Carlstad	Reid	Disb	
Budget	on		Proj.Mgr	Jr.Engr	Jr.Engr	Sr.Tech	Sr.Tech	(Trip)	
Task	Мар	Task Description	\$ 200/hr	\$ 135/hr	\$ 135/hr	\$ 120/hr	\$ 120/hr	\$ 300 /trip	Sum
5.1	6a,c	Hwy 14 & 14 St - Analysis & Report	30 hrs	50 hrs		10 hrs	16 hrs	2 trips	\$16,470.00
5.2	6b	Access Management Study - Hwy 14 from 15 St to 18 St	30 hrs	60 hrs		10 hrs		1 trip	\$15,600.00
5.3	7	Access Management Study - Hwy 14 from 1 St to 14 St	50 hrs		90 hrs	20 hrs		1 trip	\$24,850.00
5.4	9	Traffic Signal Operation Review - 10 St & 5 Ave	6 hrs			6 hrs	10 hrs	1 trip	\$ 3,420.00
5.5	10	Meeting with Town / Liaison with Alberta Transportation	40 hrs	25 hrs	25 hrs			4 trips	\$15,950.00
Total Budget Increase - Scope Change No 3			156 hrs	135 hrs	115 hrs	46 hrs	26 hrs	9 trips	\$76,290.00

		Week Starting																
Task	Task Description (From East to West)	3-4	3-11	3-18	3-25	4-1	4-8	4-15	4-22	4-29	5-6	5-13	5-20	5-27	6-3	6-10	6-17	6-24
1	Hwy 41 Corridor																	
2	23 Ave Corridor			44														
3	23 Ave & 23 St Intersection																	
4a	Hwy 14 & 27 St Intersection																	
4b	Dollarama & Hotel Traffic Impact																	
4c	27 St Service Road Operation																	
4d	27 St / Service Road - Geometry																	
4e	Hwy 14 & 27 St Signal Design																	
5а	Hwy 14 & 23 St Intersection																	
5b	Hwy 14 & 23 St Signal Design																	
6a	Hwy 14 - 14 St Intersection							T										
6b	Hwy 14 - 14 St to 18 St Access Management																	
6c	Hwy 14 & 14 St - Signal / Geometry																	
7	Hwy 14 - 14 St to 1 St Access Management																	
8	Hwy 14 & 1 St Intersection																	
9	10 St & 5 Ave Signal Troubleshooting																	
10	Report Preparation								A.P.									
11	Liaison with Town & Province		-			-		_		-		188						



Rates, Options, and Riders Schedules Approved in AUC Disposition 28877-D01-2024 Approved in AUC Disposition 28758-D01-2024 Approved in AUC Disposition 28626-D01-2023 Approved in AUC Disposition 28624-D01-2023 Effective Date April 1, 2024

Page 40 of 49

MUNICIPAL FRANCHISE FEE RIDERS

Availability: Effective for all consumption, estimated or actual, on and after the first of the month following Commission approval, the following franchise fee riders apply to each rate class.

Price Adjustment:

A percentage surcharge per the table below will be added to the total distribution tariff, including both the transmission and distribution charges, and excluding any Riders, calculated for every Point of Service within each Municipality and will be billed to the applicable Retailer.

FortisAlberta will pay to each Municipality each month, in accordance with the franchise agreements between FortisAlberta and the Municipalities or an agreement with a non-municipality, the franchise fee revenue collected from the Retailers.

Muni Code	Municipality	Rider	Effective	Muni Code	Municipality	Rider	Effective
03-0002	Acme	3%	2013/07/01	02-0040	Bowden	15%	2017/01/01
01-0003	Airdrie	20%	2021/04/01	03-0041	Boyle	20%	2021/01/01
03-0005	Alix	8.50%	2019/01/01	03-0042	Breton	20%	2015/01/01
03-0004	Alberta Beach	8%	2021/01/01	01-0043	Brooks	14%	2021/01/01
03-0007	Amisk	0%	2014/01/01	02-0044	Bruderheim	4%	2024/04/01
02-0011	Athabasca	20%	2024/01/01	02-0047	Calmar	20%	2013/07/01
04-0009	Argentia Beach	0%	2017/01/01	01-0048	Camrose	17%	2024/01/01
03-0010	Arrowwood	12%	2015/07/01	02-0050	Canmore	16%	2024/01/01
02-0387	Banff	7%	2024/02/01	03-0054	Carmangay	15%	2021/01/01
07-0164	Banff Park	4%	2019/10/01	03-0055	Caroline	12%	2021/01/01
03-0363	Barnwell	7.5%	2024/01/01	02-0056	Carstairs	10%	2015/01/01
03-0013	Barons	5%	2015/04/01	03-0061	Champion	15%	2015/04/01
02-0014	Barrhead	14%	2023/04/01	03-0062	Chauvin	11%	2016/01/01
02-0016	Bashaw	2%	2021/01/01	01-0356	Chestermere	11.50%	2014/01/01
02-0017	Bassano	14.40%	2019/01/01	03-0064	Chipman	0%	2016/01/01
03-0018	Bawlf	8%	2024/01/01	02-0065	Claresholm	6%	2024/01/01
01-0019	Beaumont	17.25%	2020/01/01	03-0066	Clive	11%	2023/01/01
03-0022	Beiseker	3.50%	2019/01/01	03-0068	Clyde	18%	2024/01/01
02-0024	Bentley	10%	2019/01/01	02-0069	Coaldale	18%	2024/04/01
04-0026	Betula Beach	0%	2017/01/01	02-0360	Coalhurst	7.5%	2023/01/01
03-0029	Bittern Lake	7%	2016/01/01	02-0070	Cochrane	17%	2020/01/01
02-0031	Blackfalds	20%	2013/10/01	03-0076	Coutts	3%	2017/01/01
02-0034	Bon Accord	19%	2022/01/01	03-0077	Cowley	5%	2016/01/01
02-0039	Bow Island	17%	2024/01/01	03-0078	Cremona	10%	2016/01/01
				02-0079	Crossfield	17%	2023/01/01



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Page 41 of 49

Muni Code	Municipality	Rider	Effective	Muni Code	Municipality	Rider	Effective
09-0361	Crowsnest Pass	16%	2016/01/01	02-0188	Killam	10%	2024/01/01
04-0080	Crystal Springs	0%	2016/01/01	01-0194	Lacombe	17.63%	2024/01/01
03-0081	Czar	5%	2013/10/01	04-0196	Lakeview	2%	2016/01/01
02-0082	Daysland	10%	2024/01/01	02-0197	Lamont	7.50%	2020/01/01
02-0086	Devon	17%	2024/01/01	04-0378	Larkspur	3%	2020/04/01
02-7662	Diamond Valley	10%	2023/01/01	01-0200	Leduc	16%	2014/01/01
02-0088	Didsbury	17%	2016/01/01	02-0202	Legal	20%	2024/01/01
02-0091	Drayton Valley	10%	2016/01/01	03-0207	Lomond	15%	2017/01/01
03-0093	Duchess	15%	2018/01/01	03-0208	Longview	17%	2017/01/01
02-0095	Eckville	10%	2015/01/01	03-0209	Lougheed	5%	2016/01/01
03-0096	Edberg	13%	2021/01/01	02-0211	Magrath	15%	2023/01/01
03-0097	Edgerton	15%	2022/01/01	04-0210	Ma-Me-O Beach	0%	2016/01/01
02-0100	Edson	4.70%	2024/01/01	02-0215	Mayerthorpe	14%	2024/01/01
03-0109	Ferintosh	11%	2016/01/01	04-0359	Mewatha Beach	2%	2016/10/01
03-0112	Foremost	7%	2016/01/01	02-0218	Milk River	12%	2017/01/01
02-0115	Fort Macleod	15%	2018/10/01	02-0219	Millet	18%	2024/01/01
01-0117	Fort Saskatchewan	0%	2013/10/01	03-0220	Milo	20%	2017/01/01
02-0124	Gibbons	10%	2013/01/01	02-0224	Morinville	20%	2013/07/01
03-0128	Glenwood	5%	2022/04/01	04-0230	Nakamun Park	0%	2013/10/01
04-0129	Golden Days	0%	2017/01/01	02-0232	Nanton	9%	2019/01/01
02-0135	Granum	0%	2024/02/01	02-0236	Nobleford	5%	2023/01/01
04-0134	Grandview	0%	2016/01/01	03-0233	New Norway	6%	2009/01/01
04-0138	Gull Lake	0%	2016/01/01	04-0237	Norglenwold	5%	2015/01/01
04-0358	Half Moon Bay	0%	2021/01/01	04-0385	Norris Beach	0%	2016/01/01
02-0143	Hardisty	9.50%	2021/01/01	02-0238	Okotoks	20%	2021/01/01
03-0144	Hay Lakes	9%	2021/01/01	02-0239	Olds	17%	2024/01/01
02-0148	High River	20%	2015/07/01	02-0240	Onoway	10.5%	2024/01/01
03-0149	Hill Spring	5%	2014/01/01	04-0374	Parkland Beach	0%	2015/01/01
02-0151	Hinton	11.73%	2022/01/01	02-0248	Penhold	19%	2014/01/01
03-0152	Holden	4%	2016/01/01	02-0249	Picture Butte	11%	2022/01/01
03-0153	Hughenden	5%	2016/01/01	02-0250	Pincher Creek	20%	2024/01/01
03-0154	Hussar	12.50%	2017/01/01		Point Alison	0%	2017/01/23
02-0180	Innisfail	17%	2023/03/01		Poplar Bay	0%	2016/01/01
03-0182	Irma	20%	2015/01/01	02-0257	Provost	20%	2015/01/01
02-0183	Irricana	8%	2023/05/01	02-0261	Raymond	16%	2022/01/01
04-0185	Island Lake	0%	2016/01/01	02-0265	Redwater	10%	2023/04/01
04-0186	Itaska Beach	0%	2017/10/01		Rimbey	20%	2022/01/01
04-0379	Jarvis Bay	0%	2015/10/08	02-0268	Rocky Mtn House	15.3%	2023/01/01
04-0187	Kapasiwin	0%	2018/04/01	03-0270	Rockyford	7%	2024/01/01



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Page 42 of 49

Muni Code	Municipality	Rider	Effective	Muni Code	Municipality	Rider	Effective
03-0272	Rosemary	15.50%	2023/01/01	02-0311	Taber	18%	2020/07/01
04-0273	Ross Haven	0%	2016/01/01	02-0315	Thorsby	20%	2014/01/01
03-0276	Ryley	3%	2016/01/01	02-0318	Tofield	5%	2015/01/01
04-0279	Seba Beach	4%	2014/01/01	04-0324	Val Quentin	0%	2016/01/01
02-0280	Sedgewick	11%	2024/01/01	02-0326	Vauxhall	8%	2022/01/01
04-0283	Silver Sands	3%	2018/01/01	02-0331	Viking	8%	2013/01/01
04-0369	South Baptiste	0%	2005/05/01	02-0333	Vulcan	20%	2013/10/01
04-0288	South View	3%	2019/01/01	03-0364	Wabamun	10%	2017/01/01
01-0291	Spruce Grove	20%	2016/01/01	02-0335	Wainwright	12%	2024/01/01
01-0292	St. Albert	15%	2023/01/01	07-0159	Waterton Park	8%	2018/10/01
03-0295	Standard	4%	2024/04/01	03-0338	Warburg	10%	2015/01/01
02-0297	Stavely	6%	2021/01/01	03-0339	Warner	7%	2024/01/01
03-0300	Stirling	12%	2019/01/01	04-0344	West Cove	0%	2018/01/01
02-0301	Stony Plain	20%	2013/01/01	02-0345	Westlock	16.25%	2024/01/01
09-0302	Strathcona County	0%	TBD	01-0347	Wetaskiwin	18%	2024/01/01
02-0303	Strathmore	20%	2020/07/01	04-0371	Whispering Hills	5%	2016/10/01
03-0304	Strome	9%	2022/01/01	02-0350	Whitecourt	4.47%	2024/01/01
02-0307	Sundre	12%	2024/01/01	04-0354	Yellowstone	8%	2024/01/01
04-0386	Sunrise Beach	0%	2018/01/01				
04-0308	Sunset Point	10%	2017/01/01				
02-0310	Sylvan Lake	18%	2023/01/01				



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