

COUNCIL MEETING

December 16, 2024



**Town of Legal
Regular Council Meeting
December 16th, 2024
7:00 PM
Council Chambers**

AGENDA

1.0 Call to Order with acknowledgement of meeting on Treaty 6 Territory

2.0 Additions and/or Deletions to the Agenda

DELETION:

Closed Session: 11.1 “Third Party Interests”

ADDITIONS:

Correspondence: 9.2 Alberta Municipalities Assignments to Rural
Municipalities of Alberta (RMA) Northern District #4
9.3 Invitation to Dane Lloyd, MP, Christmas Open House
9.4 Legal Curling Club’s Active Communities Initiative
Grant Approval

New Business: 10.9 Endowment Fund: Heritage de Legal Legacy

3.0 Adoption of Agenda

4.0 Public Hearing

5.0 Adoption of Previous Minutes

5.1 Errors or Omissions

5.2 Adoption of Minutes – December 2nd, 2024, Regular Council Meeting

6.0 Delegations, Petitions or Presentations

7.0 Unfinished Business

7.1 Emerging Trends in Municipal Law

8.0 Reports

8.1 Chief Administrative Officer

8.2 Manager of Corporate Services

8.3 Operations Supervisor

- 8.4 Councillor Reports
- Mayor Tremblay
 - Deputy Mayor Beaton
 - Councillor Hills
 - Councillor Jones
 - Councillor Malott

9.0 Correspondence

- 9.1 Sturgeon County Bylaw Statistics, November 2024
- 9.2 Alberta Municipalities Assignments to Rural Municipalities of Alberta (RMA) Northern District #4
- 9.3 Invitation to Dane Lloyd, MP, Christmas Open House
- 9.4 Legal Curling Club's Active Communities Initiative Grant Approval

10.0 New Business

- 10.1 Intermunicipal Collaboration Framework (ICF) Review
- 10.2 Legal Arena Modernization Funding Agreement
- 10.3 Waste Collection Bylaw
- 10.4 Town of Legal West and South Water Supply Agreements
- 10.5 Cost of Living Adjustment 2025
- 10.6 Short-Term Borrowing Bylaw
- 10.7 Alberta Transportation and Economic Corridor Speed Limit Amendment, Highway 651, East of Legal
- 10.8 Transfer of Funds from 2024 Operating Budget to Reserves
- 10.9 Endowment Fund: Heritage de Legal Legacy

11.0 Closed Session

- ~~11.1 "Third Party Interests" as per the Freedom of Information and Privacy Act (Part 1, Division 2, Section 16)~~

12.0 Adjournment

Regular Council Meeting of the Town of Legal in the Province of Alberta held in Council Chambers, December 2nd, 2024, commencing at 7:00 P.M.

PRESENT: Mayor Tremblay, Deputy Mayor Beaton, Councillor Hills, Councillor Jones, Councillor Malott

ABSENT:

STAFF: Robert Proulx – Chief Administrative Officer
Christine Young – Executive Assistant

CALL TO ORDER

Mayor Tremblay called the meeting to order at 7:00 P.M. and acknowledged the traditional territories of the Indigenous peoples of the Treaty 6 region and the Métis Settlements and Métis Nation of Alberta, Regions 2, 3 and 4. We respect the histories, languages, and cultures of First Nations, Metis, Inuit, and all First Peoples of Canada, whose presence continues to enrich our community.

ADDITIONS AND/OR DELETIONS TO THE AGENDA

ADDITION:

Correspondence: News Release, Turning your thoughts to Budget 2024

DELETION:

New Business: Transfer of Reserves

ADOPTION OF AGENDA

12259

Resolution #12259

Moved by: Deputy Mayor Beaton

RESOLVED that the Agenda for the December 2nd, 2024, regular meeting of Council be adopted as amended.

CARRIED 5-0

PUBLIC HEARING

None.

ADOPTION OF PREVIOUS MINUTES

12260

Resolution #12260

Moved by: Councillor Jones

RESOLVED that the Minutes for the November 18th, 2024, Regular Meeting of Council be adopted as presented.

CARRIED 5-0

12261

Resolution #12261

Moved by: Councillor Malott

RESOLVED that the Minutes for the November 25th, 2024, Governance and Priorities Committee Meeting be adopted as presented.

CARRIED 5-0

DELEGATIONS

Staff Sergeant Darcy McGunigal, Morinville RCMP

Mayor Tremblay welcomed Staff Sergeant Darcy McGunigal, Chief of Police, RCMP Morinville Detachment, to the Council meeting. S/Sgt McGunigal

presented to Council the quarterly Community Policing Report that covers the July 1 to September 30, 2024 reporting period. The Morinville RCMP detachment provides 24-hour policing services to several municipalities and communities including the Towns of Legal, Gibbons, Bon Accord and Morinville, Sturgeon County and Alexander First Nation. The current policing priorities for the Town of Legal are Crime Reduction, Enhanced Awareness and Education, Employee Wellness and Respect, and Enhanced Road Safety; the S/Sgt stated that they will be engaging Council in the coming months to review the current policing priorities and give an opportunity for Council to provide the RCMP with new or updated policing priorities for the Town of Legal. The Morinville detachment is comprised of 40 personnel and officers are supported by Central Alberta Regional Victim Serving Society (CARVSS) and 5 guards.

Crime statistics in Quarter 2 for the Town of Legal have either seen decreases or have remained consistent in comparison to Quarter 2 of 2023:

OFFENCE	Quarter 2 (July 1 to Sept 30)	Quarter 2 (2023 Comparison)	Year to Date (April 1 to Sept 30)	Year to Date (2023 Comparison)
Spousal Abuse	4	4	5	8
Mental Health Act	3	7	4	10
RPACT Referrals	0	0	0	2
Break and Enter (Residential)	0	2	4	5
Break and Enter (Commercial)	2	2	4	3
Theft of Vehicles	2	6	4	7
Fraud	6	3	7	8
Suspicious Persons	7	6	16	15

Where RCMP calls for service with the Town of Legal have dropped:

Total RCMP Calls for Service with the Town of Legal

Quarter 2 (July 1 to Sept 30): 79

Previous Quarter (April 1 to June 30): 62

Year to Date (April 1 to Sept 30): 141

2023 Quarter 2 Comparison (July 1 to Sept 30): 90

2023 Year to Date Comparison (April 1 to Sept 30): 169

S/Sgt McGunigal also notified Council that Morinville has been selected in August 2024 as one of two new Remotely Piloted Aircraft System (RPAS) locations in Central Alberta District, and RPAS have been in use since September 2024. There are two Morinville Detachment members who are currently trained as pilots, and have used on 10 occasions since the arrival. They provide cost effective aerial photos, HD video, 3D imagery, FLIR video/photos, IR night vision, vegetation disturbance patterns, old burial sites, and real-time situational awareness. Examples of allowable use of RPAS include traffic related investigations, emergency or disaster response, search and rescue, major crime scenes, investigations in areas where no expectation of privacy exists and when a warrant has been obtained.

Community engagement continues in the Town of Legal. School Liasons continue to do work in their assigned schools, a Positive Ticketing Campaign is scheduled to be launched in Spring 2025, and Officers have been attending the Legal COP meetings and will assist the group in looking for perspective members to join, as the service is very valuable if it is done right.

Mayor Tremblay opened the floor for Council to ask questions to the S/Sgt. The Regional Policing Committee has not seen any progress to date, and the new regional model for RCMP-based victim services (Central Alberta Regional Victim Serving Society (CARVSS)) is working towards determining their new mandate. Council reiterated their appreciation the RCMP presence at the Legal COP meetings and in the community, and is pleased to learn about the RPAS program and the capability of having this new tool to be utilized in the region.

Mayor Tremblay thanked Staff Sergeant McGunigal for attending the Council meeting.

UNFINISHED BUSINESS

None.

REPORTS

CHIEF ADMINISTRATIVE OFFICER

Report was submitted and will form part of the Council Agenda Package.

Council had requested from administration a resolution listing to be provided at Council meetings to track items that have been assigned to ensure completion. Administration asked for an example of what Council would like to see specifically, as a resolution listing for one (1) year would equate to numerous pages. Council requested to only present any items that have yet to be completed or are in progress. Administration will also review the Procedural Bylaw to see if it will require changes to accommodate Council's request.

Canada Housing Infrastructure Fund provides funding opportunities: the maximum federal cost share that CHIF may contribute toward a project is based on recipient type:

- Up to 40% of total eligible expenditures for the following entities in the provinces: municipal or regional governments, public sector bodies, and not-for-profit organizations.
 - Up to 50% of total eligible expenditures for municipal or regional governments with a population of 30,000 and under.

Administration has been in contact with a potential Economic Development contractor, and will bring the information to the annual Council Workshop.

MANAGER OF CORPORATE SERVICES

Community Services report was submitted and forms part of the Council agenda package.

OPERATIONS SUPERVISOR

Report was submitted and forms part of the Council agenda package.

COUNCILLOR REPORTS

Mayor Tremblay

Town of Legal Committee Meetings:

Attended the Governance and Priorities Committee meeting – November 25, 2024

Attended Homeland Housing meeting – November 27, 2024

Other Meetings:

Deputy Mayor Beaton

Town of Legal Committee Meetings:

Attended the Governance and Priorities Committee meeting – November 25, 2024

Other Meetings:

Councillor Hills

Town of Legal Committee Meetings:

Attended the Governance and Priorities Committee meeting – November 25, 2024
Attended Town of Legal Library Board meeting – November 28, 2024

Other Meetings:

Councillor Jones

Town of Legal Committee Meetings:

Attended the Governance and Priorities Committee meeting – November 25, 2024

Other Meetings:

Attended Beverage Container Management Board meeting – November 20, 2024

Attended Alberta Municipalities Board meeting – November 28, 2024

Councillor Malott

Report was submitted and forms part of the Council agenda package.

Town of Legal Committee Meetings:

Attended the Governance and Priorities Committee meeting – November 25, 2024

Attended Edmonton Salutes Committee meeting – November 27, 2024

Other Meetings:

12262 Resolution #12262 Moved by: Deputy Mayor Beaton

RESOLVED that the reports be accepted as presented.

CARRIED 5-0

CORRESPONDENCE

Letter Re: Designation of Affordable Housing Accommodations

Received as information.

Save the Date Emerging Trends in Municipal Law

Emerging Trends in Municipal Law is to be brought forward to the December 16, 2024 regular Council meeting for Council decision.

News Release, Turning your thoughts to Budget 2025

Received as information.

12263 Resolution #12263 Moved by: Councillor Malott

RESOLVED that the correspondence be accepted as presented.

CARRIED 5-0

NEW BUSINESS

Sponsorship Request from Sturgeon Hockey Club, Re: 4 the Love of the Game Tournament

12264 Resolution #12264 Moved by: Councillor Hills

RESOLVED that the Town of Legal approve the Sturgeon Hockey Club's sponsorship request by providing a donation equivalent to one (1) hour of ice time per day (based on ice slots previously used at the Legal Arena for the 4TLOTG Tournament), in the form of a gift valued up to a dollar amount determined by Council for the silent auction for the 27th Annual 4 the Love of the Game Tournament being

held from December 6th to 8th, 2024.

CARRIED 5-0

Staff/Christmas Bonus

12265 Resolution #12265 Moved by: Councillor Jones

RESOLVED that the Town of Legal approve the request for the staff bonus in the amount of five hundred dollars (\$500.00) for full time staff for 2024.

CARRIED 5-0

Annual Council Workshop Date

12266 Resolution #12266 Moved by: Deputy Mayor Beaton

RESOLVED that the Town of Legal schedule the Council Workshop date for February 4th and 5th, 2025.

CARRIED 5-0

Municipal Heritage Designation

12267 Resolution #12267 Moved by: Councillor Hills

RESOLVED that the Town of Legal direct administration to request the St. Emile Parish Council to seek support from the St. Paul Diocese for the municipal historical designation of the St Emile Church and Rectory and then to have the St. Emile Parish Council submit a Statement of Significance to Council for consideration.

CARRIED 5-0

2025 Interim Operating Budget

12268 Resolution #12268 Moved by: Councillor Malott

RESOLVED that the Town of Legal approve an interim operating budget for the year 2025, not to exceed fifty percent (50%) of the 2024 operating budget, pending final approval of the 2025 budget.

CARRIED 5-0

Neptune Water Meter Replacement Program

12269 Resolution #12269 Moved by: Councillor Jones

RESOLVED the Town of Legal authorize the Chief Administrative Officer to proceed with the purchase of two hundred twenty (220) of the MACH 10 ULTRASONIC, M3, W/R900I water meters as described in Quote #134050 that was submitted by Accu-Flo Meter Service Ltd.

CARRIED 5-0

Extended Producer Responsibility Program

12270 Resolution #12270 Moved by: Deputy Mayor Beaton

RESOLVED that the Town of Legal rescind resolution #12239 approving the Town of Legal to move forward with the Opt-In Service model as presented by Circular Materials.

CARRIED 5-0

12271 Resolution #12271 Moved by: Councillor Malott

RESOLVED that the Town of Legal rescind resolution #12240 approving the Town of Legal to accept the Compensation Offer as presented by Circular Materials.

CARRIED 5-0

12272 Resolution #12272 Moved by: Councillor Jones

RESOLVED that the Town of Legal move forward with the Opt-Out Service Model of the Extended Producers Responsibility program for the administration of the residential curbside recycle collection, as per the information provided by Circular Materials.

CARRIED 5-0

Transfer of Reserves

Item was deleted from the Council Agenda.

CLOSED SESSION

None.

ADJOURNMENT

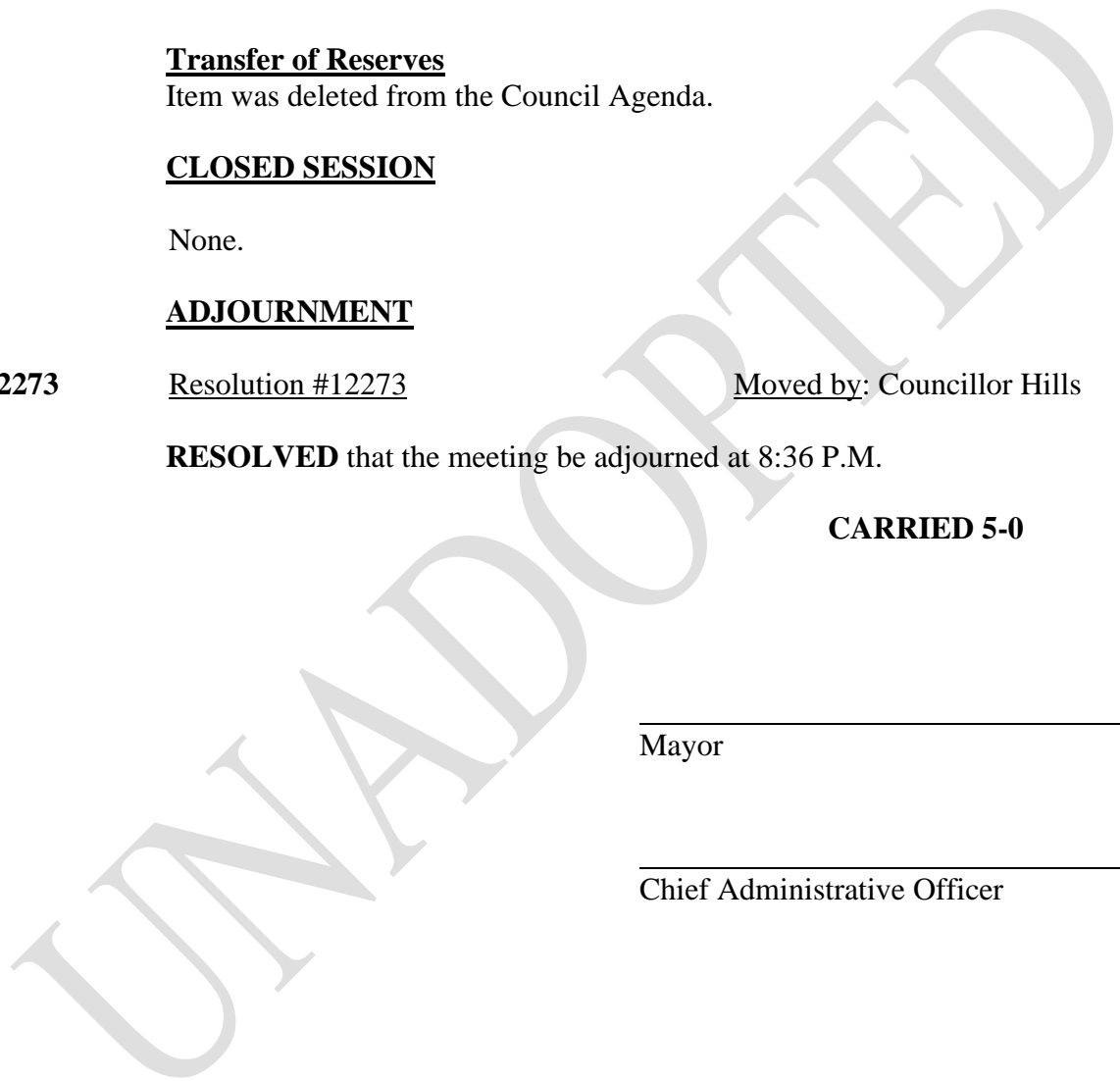
12273 Resolution #12273 Moved by: Councillor Hills

RESOLVED that the meeting be adjourned at 8:36 P.M.

CARRIED 5-0

Mayor

Chief Administrative Officer



7.1

From: Moyo, Nicole <nmoyo@brownleelaw.com>
Sent: November 28, 2024 3:28 PM
To: Robert Proulx <rproulx@legal.ca>
Subject: Registration is Open: Early Bird Tickets Available!

EMERGING TRENDS IN MUNICIPAL LAW

PRESENTED
BY



BROWNLEE LLP
Barristers & Solicitors

CALGARY February
6th, 2025

EDMONTON February
13th, 2025

Hello,

Registration for Emerging Trends 2025 is now live!

Don't miss out on learning about current legal matters that are relevant to municipalities across Alberta. During these sessions, we will cover timely and critical topics, curated exclusively for our elected and administrative municipal clients.

2025 Emerging Trends in Municipal Law – Topic List

1. FOIP Act Update: Proposed legislative changes to access to information and privacy obligations for public bodies.
2. 90 New Schools by 2031: Joint use and planning agreement prep and review.
3. Municipal Procurement/Tendering Obligations.
4. Managing Municipal Lands: A strategic approach.
5. The importance of hire letters and termination clauses in your hiring practices

In addition, the seminar will feature our renowned annual sessions:

Featured Seminars

1. Case Law and Legislative Updates.
2. Bear Pit Session

The topics presented will be identical at the Calgary and Edmonton/Virtual sessions.

Event Details

CALGARY	EDMONTON
<p>Sheraton Cavalier Calgary 2620 32 Ave, Calgary</p> <p>-</p> <p>Thursday, February 6, 2025 7:45 am – 4:30 pm</p> <p>-</p> <p>In-person only</p>	<p>Edmonton Expo Centre 7515 - 118 Ave. NW, Edmonton</p> <p>-</p> <p>Thursday, February 13, 2025 7:45 am – 4:30 pm</p> <p>-</p> <p>In-person Virtual</p>
<p>REGISTER Feb. 6th 2025</p>	<p>REGISTER Feb. 13th 2025</p>

Tickets

For the first time in the history of Emerging Trends, Brownlee LLP is thrilled to announce early bird pricing! Available now through to December 20th, 2024.

Early Bird Pricing | In-Person: \$189 + applicable taxes & fees (\$209 reg.)

Early Bird Pricing | Virtual: \$139 + applicable taxes & fees (\$149 reg.)

Hotel Booking Information

Should you require accommodation feel free to access our discounted hotel rates:

Calgary

Hotel: Sheraton Cavalier Calgary

Address: 2620 32 Ave, Calgary

To book your room, call Marriot Reservations at **403.291.0192** using the [Room Block with group code BR5407](#). You can also [book a room online](#)

Edmonton

Hotel: Sandman Signature Edmonton

Downtown

Address: 10235 – 101 St. NW, Edmonton

To book a room [before January 31st](#), 2025, call **1-800-SANDMAN**, [email the hotel](#), or [book a room online](#) and provide the following information:

Block Code: "2502EMERGI"

If you have any questions, please contact Nicole Moyo at nmoyo@brownleelaw.com.

This event is by invitation only.

We hope you can join us!

Brownlee LLP

This message is sent on behalf of the Brownlee Municipal Practice Area.



You are receiving this correspondence because you have previously attended Emerging Trends in Municipal Law, or because you or your employer has utilized or expressed interest in utilizing our services.

Connect with us:

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Website: BrownleeLaw.com

LinkedIn: Brownlee LLP

If you do not wish to receive information regarding upcoming Emerging Trends in Municipal Law sessions, [Unsubscribe here](#).



Nicole Moyo | Events Assistant | Brownlee LLP

Marketing

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We acknowledge the traditional territories of the Indigenous peoples of the Treaty 6 region and the Metis settlements and Metis Nation of Alberta, regions 2, 3 and 4. We respect the histories, languages and cultures of the First Nations, Metis, Inuit and all First Peoples of Canada, whose presence continues to enrich our community.

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8.1

Chief Administrative Officer Council Report for December 16, 2024

Legal Arena & Curling Rink Retrofit Project Update:

- Delnor 3- week construction schedule **ATTACHED**
- Next LACR progress meeting December 17, 2024
- Roof top solar No additional information received. Once we receive quotes we can then complete the Municipal Electricity Generation Program grant.
- Curling rink occupancy- Ice plant is running. Curling Club has possession of the facility.

Progress claims ending November 5, 2024. Circulated to Council for review.

1. Consultants (AE & BR2) period ending October 4, 2024- \$683,364.30 + \$22,328.30 = \$705,692.60 (GST excluded) Budget Status 85 %.
2. Delnor Construction- Period Ending November 1-30th, 2024. To Date Total \$4,805,539.06
November 1-30th Progress payment amount \$947,000.64 - 10% holdback amount \$94,700.06 = \$852,300.58 (GST excluded). Total hold back to date = \$533,948.78
Project Completion 38 %.

Community Building Retrofit Program- (CBR-24-0284) – Informed today that the draft agreement is due to arrive mid-January.

GICB 3rd advance payment request – Claim 3 has been submitted to GICB. Payment in the amount of \$2.6 million has not been received to date. The Advance Payment Request Claim 3 is requesting the remaining funding be advanced with the exception of 5% holdback.

2024 Financial Audit – Auditors conducted the pre audit December 10,11,12. The audit completion is scheduled for the week of February 3rd.

LGFF Funding – Arena & Curling Rink retrofit project Funding has been approved. Received the 2024-2025 allocation amounting to \$352,514.



8.2 TOWN OF LEGAL

Revenue & Expenditure

General Ledger	Description	2023 Budget	2023 Actual	2024 Budget	2024 Actual
Taxation					
1-00-00-110-00	Real Property Taxes	(1,531,434.15)	(1,530,783.35)	(1,576,172.63)	(1,575,787.72)
1-00-00-210-00	Offsite Levy	0.00	0.00	0.00	0.00
***	TOTAL Taxation	(1,531,434.15)	(1,530,783.35)	(1,576,172.63)	(1,575,787.72)
General Revenue					
1-00-00-510-00	Penalties and Costs on Taxes	(10,000.00)	(16,770.10)	(12,000.00)	(16,541.04)
1-00-00-540-00	Revenue Franchise Fees (ATCO Gas)	(91,000.00)	(80,828.42)	(84,200.00)	(63,593.22)
1-00-00-540-05	Revenue Franchise Fees (FORTIS)	(97,000.00)	(100,116.72)	(129,346.00)	(105,230.42)
1-00-00-550-00	Interest Income	(60,000.00)	(182,090.54)	(200,000.00)	(243,364.83)
1-00-00-740-00	Provincial Conditional Grant	(157,315.00)	(211,513.00)	(108,350.00)	(108,350.00)
1-12-00-343-00	GST REVENUE	0.00	0.00	0.00	0.00
1-12-00-410-00	General Services and Supplies Revenues	(1,200.00)	(1,147.11)	(1,200.00)	(1,159.71)
1-12-00-411-00	Sale of Tax Certificates & Compliances	(2,000.00)	(2,171.50)	(2,000.00)	(2,120.00)
1-12-00-520-00	Licenses and Permits	(3,000.00)	(2,469.63)	(20,000.00)	(17,297.32)
1-12-00-522-00	Business Licenses	(5,500.00)	(6,083.50)	(6,000.00)	(5,767.50)
1-12-00-590-00	Other Revenue (WCB Pay't Claims)	0.00	0.00	(6,000.00)	0.00
1-12-00-591-00	Other Revenue	(10,800.00)	(37,567.94)	(2,500.00)	(2,436.10)
1-12-00-592-00	Development Inspection Fees	0.00	(100.00)	(100.00)	(50.00)
1-12-00-920-00	Transfer from reserve	0.00	0.00	(36,500.00)	0.00
***	TOTAL General Revenue	(437,815.00)	(640,858.46)	(608,196.00)	(565,910.14)
Fire Revenue					
1-23-00-250-00	Contract - Local Gov't - Fire	0.00	0.00	0.00	0.00
1-23-00-410-00	Fire Fighting Fees Charged	(5,500.00)	(1,950.00)	(1,500.00)	(2,700.00)
1-23-00-560-00	Rental Revenue - Fire Hall	(9,900.00)	(10,029.94)	(10,500.00)	(10,198.66)
***	TOTAL Fire Revenue	(15,400.00)	(11,979.94)	(12,000.00)	(12,898.66)
Disaster Services Revenue					
1-24-00-240-00	Disaster Services Training	0.00	0.00	0.00	0.00
***	Total Disaster Services Revenue	0.00	0.00	0.00	0.00
Protective Services Revenue					





TOWN OF LEGAL

Revenue & Expenditure

General Ledger	Description	2023 Budget	2023 Actual	2024 Budget	2024 Actual
1-26-00-510-00	Fines (Alberta Justice)	(4,500.00)	(2,904.00)	(3,000.00)	(849.00)
1-26-00-525-00	Animal Licenses (Cat & Dog Licenses)	(4,500.00)	(4,418.00)	(4,500.00)	(4,575.00)
1-26-00-526-00	Fines (Bylaw -Animal, Unightly)	0.00	0.00	0.00	0.00
***	TOTAL Protective Services Reve	(9,000.00)	(7,322.00)	(7,500.00)	(5,424.00)
Roads & Street Revenue					
1-32-00-411-00	Sale of Goods & Services	(4,000.00)	(2,872.23)	(1,500.00)	(67.50)
1-32-00-412-00	S.H. #651 Maintenance	(8,000.00)	(1,016.00)	(8,000.00)	(5,269.25)
1-32-00-413-00	Composters/Rain Barrel/Wingdigger	0.00	(210.00)	(550.00)	(543.90)
1-32-00-840-00	Federal Grant	(36,000.00)	(58,375.33)	0.00	0.00
1-32-00-843-00	Provincial Grants	0.00	0.00	0.00	0.00
1-32-00-910-00	SALE OF EQUIPMENT	(53,500.00)	0.00	(12,000.00)	(12,000.00)
1-32-00-920-00	Transfer from Reserve	(26,000.00)	(26,000.00)	0.00	0.00
***	TOTAL Roads & Street Revenue	(127,500.00)	(88,473.56)	(22,050.00)	(17,880.65)
Water Revenue					
1-41-00-410-00	Water Charges	(303,000.00)	(298,010.45)	(303,000.00)	(298,795.19)
1-41-00-410-01	Miscellaneous Revenue (Water Meter Card)	0.00	(10.14)	0.00	0.00
1-41-00-411-00	Connection Revenue	(3,000.00)	(4,930.00)	(3,000.00)	(1,500.00)
1-41-00-412-00	Meter Installation	0.00	(1,232.00)	(1,500.00)	0.00
1-41-00-510-00	Utility Penalties	(6,000.00)	(6,721.78)	(6,500.00)	(6,319.37)
1-41-00-840-00	Provincial Grants	(271,692.00)	0.00	0.00	0.00
1-41-01-410-00	Sale of Water (Coin-op/Truck Fill)	(128,000.00)	(139,317.36)	(130,000.00)	(130,865.89)
1-41-01-810-00	N.S.F.	(100.00)	(175.00)	(200.00)	(200.00)
1-41-02-410-00	Sale of Water-Sturgeon County West&South	(16,000.00)	(12,496.10)	(14,000.00)	(10,183.52)
1-41-04-411-00	Pipeline Hook - ups (Farmers)	0.00	0.00	0.00	0.00
1-41-04-920-00	Transfer from Reserves	(32,733.00)	(32,733.00)	(304,425.00)	0.00
***	TOTAL Water Revenue	(760,525.00)	(495,625.83)	(762,625.00)	(447,863.97)
Sewer Revenue					
1-42-00-120-00	Local Improvement Charge	0.00	(500.00)	0.00	0.00
1-42-00-410-00	Sewage Services Fees and Charges	(79,000.00)	(76,577.94)	(84,000.00)	(84,560.46)
1-42-00-840-00	Provincial Conditional Grants	0.00	(187,494.00)	0.00	0.00
1-42-00-841-00	Federal Grants	0.00	0.00	0.00	0.00
1-42-00-920-00	Transfer from reserve	0.00	0.00	0.00	0.00
1-42-00-999-00	Principal Payment (ACFA)	0.00	0.00	0.00	0.00
1-42-00-999-01	Interest Payment (ACFA)	0.00	0.00	0.00	0.00





TOWN OF LEGAL

Revenue & Expenditure

General Ledger	Description	2023 Budget	2023 Actual	2024 Budget	2024 Actual
***	TOTAL Sewer Revenue	(79,000.00)	(264,571.94)	(84,000.00)	(84,560.46)
Waste Removal					
1-43-00-410-00	Garbage Coll. & Disp. & Other Charges	(92,000.00)	(93,897.70)	(94,000.00)	(93,187.55)
1-43-00-411-00	LANDFILL OVERAGE FEES	(2,600.00)	(4,700.90)	(3,000.00)	(894.27)
1-43-00-766-00	Recycling Fee	(22,000.00)	(22,002.74)	(22,000.00)	(21,744.12)
***	TOTAL Waste Removal	(116,600.00)	(120,601.34)	(119,000.00)	(115,825.94)
FCSS Revenue					
1-51-00-207-00	Community Programs	(50.00)	(50.00)	(80.00)	0.00
1-51-00-208-00	Children/Youth /Seniors Programs	(2,560.00)	(1,941.24)	(1,480.00)	(2,690.18)
1-51-00-210-00	Adult Programs	0.00	0.00	0.00	(150.00)
1-51-00-590-00	Other Revenue	0.00	0.00	0.00	0.00
1-51-00-840-00	Provincial Grants	(31,807.00)	(32,880.49)	(31,807.00)	(33,238.32)
***	TOTAL FCSS Revenue	(34,417.00)	(34,871.73)	(33,367.00)	(36,078.50)
Recreation Programs Revenue					
1-71-00-229-00	Volunteer Alberta Grants	0.00	0.00	0.00	0.00
1-71-00-230-00	Community Events	0.00	0.00	0.00	0.00
1-71-00-231-00	Fees - Children- Teens	(6,090.00)	(7,297.11)	(4,675.00)	(5,331.00)
1-71-00-233-00	Fees - Adult	(6,660.00)	(6,260.77)	(7,700.00)	(7,374.31)
1-71-00-234-00	Fees - Summer Playground	0.00	0.00	0.00	0.00
1-71-00-990-00	Miscellaneous Revenue	(1,920.00)	(1,920.00)	(1,920.00)	(1,920.00)
***	TOTAL Recreation	(14,670.00)	(15,477.88)	(14,295.00)	(14,625.31)
Recreation Parks Revenue					
1-72-00-356-10	User Fees (Soccer,Baseball)	(1,200.00)	(1,060.00)	(1,200.00)	(1,250.00)
1-72-00-560-00	Rental Concession Booth (Arena)	(2,000.00)	(2,000.00)	(1,000.00)	(1,000.00)
1-72-00-561-00	Lavatory Rental	(400.00)	(650.00)	(500.00)	(300.00)
1-72-00-590-00	Fete Au Village Revenue	0.00	0.00	0.00	0.00
1-72-00-591-00	OTHER REVENUE	(8,000.00)	(3,500.00)	(160,000.00)	(10,000.00)
1-72-00-750-00	Local Grant - County	(323,321.00)	(323,321.00)	(332,887.00)	(332,887.00)
1-72-00-830-00	Fed - Canada Summer Jobs (CSJ) Grant-SCP	(4,000.00)	(4,200.00)	0.00	(4,200.00)
1-72-00-831-00	Federal Grant	0.00	0.00	0.00	0.00
1-72-00-840-00	Provincial Grant	0.00	(9,951.33)	(50,000.00)	(50,000.00)
1-72-00-842-00	Provincial Grant - STEP	0.00	0.00	0.00	0.00





TOWN OF LEGAL

Revenue & Expenditure

General Ledger	Description	2023 Budget	2023 Actual	2024 Budget	2024 Actual
1-72-00-850-00	Local Grant	0.00	0.00	(1,000,000.00)	(1,000,000.00)
1-72-00-920-00	Transfer from Reserve	(166,000.00)	(17,000.00)	0.00	0.00
1-72-00-990-00	R. V. Park	(16,000.00)	(23,700.17)	(28,000.00)	(27,181.08)
1-72-02-560-00	Arena Ice Rental	(118,000.00)	(108,193.75)	(55,000.00)	(53,110.00)
1-72-02-563-00	Other Revenue - Arena	0.00	0.00	0.00	(11,304.92)
1-72-02-591-00	Arena Sponsorship & Naming Rights	0.00	0.00	(100,000.00)	0.00
1-72-02-830-00	Federal Grant	(645,000.00)	(398,019.00)	(5,014,360.00)	0.00
1-72-02-920-00	Transfer from Reserves	0.00	0.00	(384,624.00)	0.00
1-72-03-560-00	Rental of Curling Complex	(18,000.00)	(18,000.00)	(18,000.00)	(18,000.00)
1-72-03-563-00	Other Revenue - Curling Rink	0.00	0.00	0.00	0.00
1-72-05-560-00	Rental Revenue	(4,200.00)	(4,200.00)	(4,200.00)	(3,850.00)
1-72-05-920-00	Transfer from Reserves	0.00	0.00	0.00	0.00
1-72-02-850-00	Local Grant	0.00	0.00	0.00	0.00
*** TOTAL Recreation Parks Revenue		(1,306,121.00)	(913,795.25)	(7,149,771.00)	(1,513,083.00)
***** TOTAL REVENUE		(4,432,482.15)	(4,124,361.28)	(10,388,976.63)	(4,389,938.35)
 Council					
2-11-00-151-00	Fees & Meetings - Mayor/Council	65,000.00	71,259.84	70,000.00	66,987.43
2-11-00-152-00	Registration Fee (conference, golf,)	5,500.00	3,951.19	6,000.00	5,475.80
2-11-00-211-00	Mileage/Hotel/Park/Per Diem -Mayor/Counc	5,000.00	3,435.49	5,000.00	8,020.64
2-11-00-220-00	Advertising	0.00	0.00	0.00	408.00
2-11-00-222-00	Public Relations	6,000.00	3,095.66	3,600.00	1,032.52
2-11-00-237-00	Council Insurance	200.00	110.00	110.00	110.00
2-11-00-510-00	Council Goods & Supplies	1,400.00	684.54	800.00	727.87
2-11-00-511-00	Council Grants (do not use)	0.00	50.00	0.00	0.00
2-11-00-512-00	Council Donations	6,000.00	11,457.64	8,000.00	4,391.24
*** Council Subtotal		89,100.00	94,044.36	93,510.00	87,153.50
 Administration					
2-12-00-110-00	Salaries - Office Staff	312,439.23	293,342.80	293,370.33	259,761.31
2-12-00-130-00	AMSC Benefits-ADD/Dental/Gr.Life/EHC/EAP	64,742.05	64,828.15	64,742.05	57,297.07
2-12-00-131-00	Local Authorities Pension Plan (LAPP)	58,060.02	54,636.25	58,060.02	54,348.44
2-12-00-132-00	Canada Pension Plan (CPP)	42,473.91	41,708.84	42,473.91	40,597.73
2-12-00-133-00	Employment Insurance (EI)	14,612.09	13,155.36	14,612.09	12,366.42
2-12-00-135-00	Health & Wellness - Town	3,500.00	2,642.44	3,500.00	2,310.66
2-12-00-136-00	Worker's Compensation Board	19,000.00	18,803.10	18,000.00	14,305.89
2-12-00-137-00	AMSC Benefits - Health Spending Acct	4,500.00	3,847.45	5,000.00	4,657.74
2-12-00-152-00	Meetings, Conferences, Registration Fees	4,000.00	3,588.33	4,000.00	2,877.82





TOWN OF LEGAL

Revenue & Expenditure

General Ledger	Description	2023 Budget	2023 Actual	2024 Budget	2024 Actual
2-12-00-211-00	Mileage/Hotel/Park/Per Diem	2,500.00	4,999.17	3,000.00	1,395.24
2-12-00-215-00	Freight, Postage	2,800.00	2,247.35	2,500.00	2,500.00
2-12-00-220-00	Advertising	5,500.00	4,789.27	5,000.00	3,779.51
2-12-00-221-00	Membership Fees	4,400.00	4,246.05	4,400.00	4,909.30
2-12-00-222-00	Public Relations	2,200.00	1,287.33	2,000.00	673.92
2-12-00-232-00	Legal - General	11,000.00	217.00	4,000.00	777.00
2-12-00-237-00	Insurance	21,000.00	21,107.27	22,200.00	22,139.36
2-12-00-238-00	Fees -Bank. MC, NSF, Misc	1,000.00	1,777.12	3,800.00	3,122.43
2-12-00-240-00	Training Fees	0.00	0.00	1,000.00	0.00
2-12-00-250-00	Contract Services - Janitorial	0.00	0.00	0.00	0.00
2-12-00-250-01	Contract Services - Audit	19,000.00	38,840.00	21,000.00	21,000.00
2-12-00-250-02	Contract Services - Assessor	15,100.00	15,100.00	15,600.00	15,500.00
2-12-00-250-03	Contract Services - IT Support	19,500.00	18,590.00	21,000.00	15,545.00
2-12-00-250-04	Contract Service - Muniware Monthly Supp	20,400.00	16,201.17	14,000.00	15,366.18
2-12-00-250-05	Contract - Other	48,170.00	35,246.49	48,655.00	8,377.17
2-12-00-250-06	Contract Services - AssessReviewBoardARB	1,400.00	978.50	1,000.00	978.50
2-12-00-251-00	Building Maintenance	3,000.00	1,037.85	2,000.00	1,459.00
2-12-00-251-01	Security Alarm System -Monthly Fee	300.00	0.00	0.00	0.00
2-12-00-260-00	Rental - Photocopy, Postage Machines	3,200.00	3,164.84	3,200.00	2,820.56
2-12-00-506-00	Land Titles Fees	200.00	65.00	100.00	99.00
2-12-00-508-00	Computer Hardware/Software	20,500.00	12,547.38	21,000.00	13,350.62
2-12-00-509-01	MCS Net	1,300.00	1,318.80	1,300.00	939.10
2-12-00-510-00	General Office Supplies	12,000.00	11,825.45	12,000.00	12,876.22
2-12-00-513-00	New office/furnishing	2,000.00	55.43	1,500.00	0.00
2-12-00-516-00	Bylaw Review	2,000.00	1,499.00	1,200.00	0.00
2-12-00-540-00	Utilities	11,200.00	11,305.11	11,700.00	9,826.57
2-12-00-615-00	Depreciation Expense - Roads	123,635.02	123,635.02	123,635.00	0.00
2-12-00-625-00	Depreciation Expense - Buildings	74,201.12	122,367.30	122,367.00	0.00
2-12-00-635-00	Depreciation Expense - Machinery & Equip	54,199.61	57,944.44	57,944.00	0.00
2-12-00-645-00	Depreciation Expense - Land Improvements	40,714.30	40,873.30	40,873.00	0.00
2-12-00-655-00	Depreciation Expense - Vehicles	38,149.71	38,672.22	38,672.00	0.00
2-12-00-665-00	Depreciation Expense - Water & Sewer	160,160.41	163,086.91	163,087.00	0.00
2-12-00-762-00	Transfer to Capital Functions	10,000.00	9,951.34	21,000.00	0.00
2-12-00-764-00	Transfer to Reserves	8,500.00	49,841.00	208,500.00	0.00
2-12-00-911-00	Tax Rebates & Discounts & Forgiveness	0.00	0.00	0.00	0.00
*** Administration Subtotal		1,262,557.47	1,311,369.83	1,502,991.40	605,957.76

Elections

2-19-20-110-00	Salaries - Staff	0.00	0.00	0.00	0.00
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TOWN OF LEGAL

Revenue & Expenditure

General Ledger	Description	2023 Budget	2023 Actual	2024 Budget	2024 Actual
2-19-20-211-00	Mileage/hotels/park/per diem	0.00	0.00	0.00	0.00
2-19-20-220-00	Advertising	0.00	0.00	500.00	0.00
2-19-20-240-00	Training Fees	0.00	0.00	1,000.00	0.00
2-19-20-250-00	Contract Services - Election	0.00	0.00	0.00	0.00
2-19-20-590-00	Election Supplies	0.00	0.00	0.00	0.00
*** Elections Subtotal		0.00	0.00	1,500.00	0.00
Census					
2-19-21-110-00	Salaries - (Staff)	0.00	0.00	0.00	0.00
2-19-21-211-00	mileage/Hotel/Park/per diem	0.00	0.00	0.00	0.00
2-19-21-220-00	Advertising	0.00	0.00	0.00	0.00
2-19-21-250-00	Contract Services - Census	0.00	0.00	0.00	0.00
2-19-21-590-00	Census - Supplies	0.00	0.00	0.00	0.00
*** Census Subtotal		0.00	0.00	0.00	0.00
Economic Development					
2-20-00-110-00	Salaries - Staff	0.00	0.00	0.00	0.00
2-20-00-239-00	Tourism	0.00	52.50	0.00	0.00
2-20-00-250-00	Contract Services - Economic Development	24,500.00	11,750.00	8,000.00	0.00
2-20-00-510-00	Good & Supplies/meals	0.00	0.00	12,000.00	3,093.56
2-20-00-600-00	Economic Development initiative	17,000.00	10,121.34	30,000.00	28,095.80
*** Economic DevelopmentSubtotal		41,500.00	21,923.84	50,000.00	31,189.36
Firefighting					
2-23-00-110-00	Salaries	850.00	850.00	0.00	0.00
2-23-00-151-00	Renumeration-Fire Chief	0.00	0.00	0.00	0.00
2-23-00-152-00	Meetings,Conferences,Registration fees	0.00	0.00	0.00	0.00
2-23-00-158-00	Fire Fighters Training Town Grant	0.00	0.00	0.00	0.00
2-23-00-159-00	Fire Fighters' Training - County Grant	0.00	0.00	0.00	0.00
2-23-00-225-00	Radio License Fee	0.00	0.00	150.00	0.00
2-23-00-230-00	Fire Fighting Equipment	0.00	0.00	0.00	0.00
2-23-00-237-00	Insurance - Building/Liab/Vehicle	8,573.00	8,572.73	8,900.00	8,881.81
2-23-00-240-00	Training	0.00	0.00	0.00	0.00
2-23-00-250-01	Contract Services - Dispatch	2,700.00	3,075.84	3,200.00	2,134.53
2-23-00-250-02	Contract Services - Fire Fighting	30,393.00	30,393.80	30,905.00	30,905.07
2-23-00-251-00	Building Repairs & Maintenance	2,000.00	2,980.40	2,500.00	483.97
2-23-00-510-00	General Goods & Supplies	1,000.00	82.79	500.00	130.50





TOWN OF LEGAL

Revenue & Expenditure

General Ledger	Description	2023 Budget	2023 Actual	2024 Budget	2024 Actual
2-23-00-520-14	2000 GMC - ERU	1,000.00	47.10	1,000.00	0.00
2-23-00-540-00	Utilities	10,800.00	10,503.16	10,500.00	8,749.54
2-23-00-550-00	Diesel, Oil, Gas	400.00	191.06	300.00	97.37
2-23-00-750-00	Rural/Local Fire Calls	0.00	0.00	0.00	0.00
2-23-00-764-00	Transfers to Reserves	5,000.00	12,511.75	5,000.00	0.00
***	Firefighting Subtotal	62,716.00	69,208.63	62,955.00	51,382.79
Disaster Services					
2-24-00-110-00	Salaries - Staff	0.00	0.00	0.00	0.00
2-24-00-240-00	Disaster Services Training	800.00	570.50	800.00	600.00
2-24-00-250-00	Contract Services - Emergency Plan	4,200.00	3,895.29	4,200.00	0.00
2-24-00-510-00	General Goods and Supplies	200.00	214.21	200.00	185.97
2-24-00-764-00	Transfer to Reserves	0.00	0.00	0.00	0.00
***	Disaster Services Subtotal	5,200.00	4,680.00	5,200.00	785.97
Protective Services					
2-26-00-250-00	Contract Services - Bylaw Enforcement	43,650.00	43,651.32	44,400.00	11,095.94
2-26-00-250-01	Contract Services - Police	48,907.00	48,621.00	73,414.00	0.00
2-26-00-510-00	General Goods & Supplies	1,000.00	560.39	1,000.00	591.81
2-26-00-511-00	Residential Enforcement	2,000.00	0.00	1,000.00	0.00
2-26-00-512-00	Vet and Holding Fees	0.00	0.00	500.00	0.00
***	Protective Services Subtotal	95,557.00	92,832.71	120,314.00	11,687.75
Common Shop Services					
2-31-00-152-00	Meetings,Conference, Registration Fees	1,000.00	200.00	1,000.00	925.00
2-31-00-211-00	Mileage/Hotel/Park/Per Diem	1,500.00	650.00	1,200.00	342.67
2-31-00-215-00	Freight, Postage	0.00	0.00	0.00	0.00
2-31-00-221-00	Membership Fees	1,000.00	171.42	500.00	114.28
2-31-00-222-00	Public Relations	1,100.00	790.32	900.00	722.82
2-31-00-237-00	Insurance - Building/Vehicle	3,892.00	3,890.70	4,100.00	4,123.02
2-31-00-250-00	Contract - GIS	10,000.00	0.00	10,000.00	10,000.00
2-31-00-251-00	Building Maintenance	10,000.00	25,197.69	5,000.00	518.12
2-31-00-252-00	Cold Storage	1,000.00	779.95	1,000.00	0.00
2-31-00-510-00	General Goods and Services	1,500.00	2,256.94	1,800.00	587.52
2-31-00-511-00	Tools & Tool Repairs	2,500.00	1,217.39	2,100.00	609.85
2-31-00-521-00	Equipment Repairs & Maintenance	1,000.00	503.21	1,000.00	403.15
2-31-00-540-00	Utilities	6,500.00	6,827.62	6,600.00	4,750.23





TOWN OF LEGAL

Revenue & Expenditure

General Ledger	Description	2023 Budget	2023 Actual	2024 Budget	2024 Actual
2-31-00-762-00	Transfers to Capital Functions	38,000.00	20,671.33	0.00	0.00
2-31-00-764-00	Transfers to Operating Reserves	5,000.00	0.00	5,000.00	0.00
*** Common Shop Subtotal		83,992.00	63,156.57	40,200.00	23,096.66
Roads & Streets					
2-32-00-110-00	Salaries & Wages	99,793.06	86,303.17	94,607.74	82,706.71
2-32-00-215-00	Freight & Postage	0.00	250.00	0.00	0.00
2-32-00-237-00	Insurance - Building/Vehicle	3,889.00	3,887.20	3,700.00	3,702.53
2-32-00-250-00	Contract Service - Roads & Street	9,000.00	1,552.60	9,000.00	6,659.03
2-32-00-252-00	Road for Chauvet	4,000.00	2,933.76	3,500.00	2,968.32
2-32-00-253-00	Culverts	1,000.00	0.00	1,000.00	361.60
2-32-00-510-00	General Goods & Services	0.00	298.24	550.00	1,075.73
2-32-00-511-00	Christmas Decorations	2,500.00	1,998.32	2,500.00	2,139.54
2-32-00-520-00	Equipment, Machines, Parts & Supplies	2,000.00	1,147.17	2,000.00	1,494.93
2-32-00-520-01	2022 Dodge Ram 1500 - Unit 1	1,200.00	1,888.28	1,500.00	22.02
2-32-00-520-03	1998 International Gravel Truck - Unit 3	3,800.00	5,739.22	3,500.00	37.79
2-32-00-520-04	Ford 2600 Tractor - Unit 4	500.00	20.98	500.00	0.00
2-32-00-520-05	Skid Steer Bobcat - Unit 5	2,000.00	2,734.74	1,500.00	591.15
2-32-00-520-06	Deutz Allis Tractor - Unit 6	0.00	0.00	0.00	0.00
2-32-00-520-07	Grader - Caterpillar Unit 7	3,200.00	2,087.91	3,000.00	0.00
2-32-00-520-08	Sweeper - Challenger Unit 8	2,500.00	2,694.56	3,000.00	500.33
2-32-00-520-10	International 4200 Garbage	1,000.00	0.00	0.00	0.00
2-32-00-520-13	2022 John Deere 3024 Unit 13	1,000.00	344.81	1,000.00	299.00
2-32-00-520-15	2017 Dodge 3/4 Ton Truck - Unit 15	1,500.00	5.34	1,000.00	0.00
2-32-00-520-16	2002 Dodge 3/4 Ton Truck - Unit 16	1,500.00	0.00	1,000.00	0.00
2-32-00-520-19	2008 Dodge Ram 2500 Unit 19	2,000.00	349.06	1,200.00	0.00
2-32-00-520-20	2007 Asphalt Packer Unit 20	200.00	0.00	200.00	0.00
2-32-00-520-21	Float - Fete au Village Unit 21	500.00	356.70	500.00	248.17
2-32-00-520-22	Bobcat Skid Steer Unit 22	2,200.00	398.92	1,300.00	344.51
2-32-00-520-23	2014 Dodge Ram 3500 Unit 23	2,000.00	227.70	1,500.00	1,946.96
2-32-00-520-24	Bobcat Utility Vehicle Unit 24	1,500.00	2,318.52	2,000.00	0.00
2-32-00-520-25	1997 GMC 3500 Bucket Truck Unit 25	1,300.00	1,934.41	1,600.00	711.90
2-32-00-531-00	Gravel	17,000.00	17,389.61	10,000.00	0.00
2-32-00-532-00	Trees & Accent Corners	2,000.00	1,997.43	2,000.00	135.00
2-32-00-533-00	Street Signs & Paint	10,500.00	2,967.68	9,500.00	1,852.36
2-32-00-534-00	Sand & Salt Supplies	5,000.00	4,168.18	4,000.00	2,486.86
2-32-00-535-00	Dust Control	1,500.00	1,500.00	1,500.00	1,500.00
2-32-00-536-00	Sidewalk Repairs	8,000.00	5,500.00	6,000.00	1,280.30
2-32-00-537-00	Weedcontrol	4,000.00	1,278.77	3,000.00	0.00





TOWN OF LEGAL

Revenue & Expenditure

General Ledger	Description	2023 Budget	2023 Actual	2024 Budget	2024 Actual
2-32-00-538-00	Snow Fence	1,000.00	110.22	1,000.00	0.00
2-32-00-539-00	Crack Filling	3,000.00	1,534.96	2,000.00	1,290.00
2-32-00-540-00	Utilities	62,000.00	65,346.18	66,000.00	63,166.01
2-32-00-550-00	Diesel, Oil, Gas	13,000.00	10,922.35	11,500.00	6,952.28
2-32-00-762-00	Transfers to Capital Functions	95,500.00	101,735.37	0.00	0.00
2-32-00-764-00	Transfers to Reserves	36,000.00	56,437.52	24,000.00	0.00
*** Roads & Streets Subtotal		408,582.06	390,359.88	281,657.74	184,473.03
Water Supply & Distribution					
2-41-00-110-00	Salaries & Wages	109,490.65	106,283.78	103,128.60	91,147.89
2-41-00-211-00	Travel & Subsistence	1,000.00	0.00	500.00	0.00
2-41-00-215-00	Postage, Freight	2,500.00	1,169.40	2,000.00	2,085.42
2-41-00-232-00	Legal & Consulting -linewater 2120022900	0.00	0.00	0.00	0.00
2-41-00-240-00	Resident Contractor Charges	0.00	0.00	0.00	0.00
2-41-00-250-00	Contract Services - Water	8,000.00	13,085.40	8,000.00	2,090.00
2-41-00-251-00	Cold Storage/Fish Pond	200.00	0.00	500.00	0.00
2-41-00-350-00	Purchased Bulk Water for Resale	130,350.00	128,704.34	117,000.00	94,851.30
2-41-00-351-00	Water Testing/Analysis	1,000.00	692.00	1,000.00	562.26
2-41-00-510-00	General Goods & Supplies	7,000.00	7,052.22	5,000.00	1,379.99
2-41-00-511-00	Line Repairs & Maintenance	4,000.00	4,414.89	4,000.00	29.40
2-41-00-524-00	Meters	4,000.00	1,426.00	4,000.00	0.00
2-41-00-525-00	Water Meter Upgrade	4,000.00	2,550.00	3,000.00	2,835.00
2-41-00-550-00	Diesel, Oil, Gas	12,000.00	9,542.90	10,800.00	6,079.69
2-41-00-762-00	Transfers to Reserves	0.00	0.00	0.00	0.00
2-41-00-764-00	Transfers to Reserves	71,270.00	89,897.27	71,300.00	0.00
2-41-00-990-00	Bad Debt	0.00	0.00	0.00	102.22
2-41-00-999-00	Principal Payment (LOAN)	299,992.97	299,992.97	302,518.00	301,884.24
2-41-00-999-01	Interest Payment (LOAN)	4,432.43	3,693.71	1,907.00	2,541.16
*** Water Supply Subtotal		659,236.05	668,504.88	634,653.60	505,588.57
Water Supply- ClearWater					
2-41-03-237-00	Insurance - Building	5,720.00	5,717.92	5,500.00	5,447.83
2-41-03-250-00	Contract Services - Clearwater	2,500.00	817.04	2,500.00	975.01
2-41-03-251-00	Building Maintenance	2,000.00	1,145.66	1,800.00	1,095.00
2-41-03-251-01	Bulk Water Fill Stations & Software	4,000.00	2,720.84	3,500.00	2,488.49
2-41-03-510-00	General Goods & Supplies	300.00	0.00	300.00	225.00
2-41-03-540-00	Utilities	22,000.00	26,453.40	23,000.00	24,207.36
*** Water Supply/ClearWater Subtot		36,520.00	36,854.86	36,600.00	34,438.69





TOWN OF LEGAL

Revenue & Expenditure

General Ledger	Description	2023 Budget	2023 Actual	2024 Budget	2024 Actual
Regional Waterline					
2-41-04-250-00	Contract Services - Mvl to Legal Line	2,000.00	5,650.00	2,500.00	0.00
2-41-04-251-00	Line Maintenance -Legal to MVL	0.00	0.00	0.00	0.00
2-41-04-270-00	Regional Waterline Mvl to Edmonton	0.00	0.00	30,000.00	0.00
2-41-04-355-00	Water Charges From Morinville	11,000.00	13,923.41	15,500.00	0.00
2-41-04-762-00	Transfer to Capital Function	0.00	0.00	0.00	0.00
*** Regional Waterline Subtotal		13,000.00	19,573.41	48,000.00	0.00
Booster Pump House(MVL)					
2-41-05-217-00	Radio Licensing	100.00	61.84	100.00	64.56
2-41-05-250-00	Contract Services	2,000.00	0.00	2,000.00	0.00
2-41-05-251-00	Building Maintenance	1,500.00	62.24	1,200.00	0.00
2-41-05-510-00	General Supplies & Services	0.00	0.00	0.00	0.00
2-41-05-540-00	Utilities	4,200.00	3,836.37	4,100.00	4,193.92
*** Booster Pump Subtotal		7,800.00	3,960.45	7,400.00	4,258.48
Sanitary Sewage					
2-42-00-110-00	Salary & Wages	57,135.91	54,659.82	54,156.34	46,102.35
2-42-00-215-00	Freight & Postage	800.00	300.00	500.00	250.00
2-42-00-237-00	Insurance - Flusher Truck	531.00	530.55	570.00	562.23
2-42-00-240-00	Resident contractor charges	0.00	0.00	0.00	0.00
2-42-00-250-00	Contract Services	10,000.00	0.00	10,000.00	0.00
2-42-00-510-00	General Goods and Supplies	2,000.00	1,241.90	2,000.00	0.00
2-42-00-520-18	Flusher Truck - Unit 18	3,500.00	2,494.19	6,000.00	6,003.91
2-42-00-550-00	Diesel, Oil, Gas	3,600.00	2,748.62	3,000.00	1,745.23
2-42-00-621-00	Lagoon & Road Gravel	6,000.00	3,418.37	6,000.00	4,937.63
2-42-00-762-00	Transfers to Capital Functions	0.00	0.00	0.00	0.00
2-42-00-764-00	Transfer to Reserves	8,000.00	36,342.53	12,000.00	0.00
2-42-00-999-00	Principal Payment (ACFA)	0.00	0.00	0.00	0.00
2-42-00-999-01	Interest Payment (ACFA)	0.00	0.00	0.00	0.00
*** Sanitary Subtotal		91,566.91	101,735.98	94,226.34	59,601.35
Garbage Collection					
2-43-00-110-00	Salaries and Wages	0.00	0.00	0.00	0.00
2-43-00-237-00	Insurance - Garbage Truck	960.00	955.87	960.00	966.52





TOWN OF LEGAL

Revenue & Expenditure

General Ledger	Description	2023 Budget	2023 Actual	2024 Budget	2024 Actual
2-43-00-250-00	Contract - Recycle	19,500.00	19,053.00	19,500.00	15,910.00
2-43-00-250-01	Contract - Garbage	36,500.00	38,381.36	38,000.00	33,068.47
2-43-00-510-00	General Goods and Supplies	300.00	0.00	300.00	0.00
2-43-00-520-10	2007 International Garbage Truck Unit 10	800.00	144.50	0.00	79.20
2-43-00-550-00	Diesel, Oil, Gas	800.00	335.20	0.00	86.20
2-43-00-762-00	Transfers to Reserves	0.00	0.00	0.00	0.00
2-43-00-765-00	Rosieridge Waste Regional Landfill Fees	21,000.00	19,628.17	20,500.00	20,681.29
***	Garbage Subtotal	79,860.00	78,498.10	79,260.00	70,791.68
 FCSS					
2-51-00-110-00	Salaries & Wages	40,117.39	40,218.12	37,806.63	37,210.65
2-51-00-152-00	Meetings/Conference/Registration Fees	600.00	400.00	600.00	480.91
2-51-00-207-00	FCSS Community Programs	19,905.00	17,172.56	16,100.00	14,356.57
2-51-00-208-00	FCSS Children/Youth Programs	5,270.00	5,796.89	4,500.00	3,651.77
2-51-00-209-00	FCSS Seniors Programs	1,100.00	1,021.96	1,000.00	519.59
2-51-00-210-00	FCSS Adult Programs	0.00	0.00	0.00	0.00
2-51-00-211-00	Mileage/Hotel/Park/Per Diem	600.00	357.63	600.00	158.00
2-51-00-215-00	Freight & Postage	400.00	128.08	500.00	500.00
2-51-00-220-00	Advertising	2,300.00	2,334.02	2,500.00	2,557.95
2-51-00-221-00	Membership Fees	350.00	692.00	350.00	346.00
2-51-00-510-00	General Goods and Supplies	3,800.00	982.38	3,000.00	2,007.85
2-51-00-770-00	Grant to Non-Government Organizations	0.00	0.00	0.00	0.00
***	FCSS Subtotal	74,442.39	69,103.64	66,956.63	61,789.29
 Health and Safety					
2-56-00-110-00	Salaries & Wages	24,657.77	24,567.71	23,264.56	22,390.87
2-56-00-152-00	Meetings,Conference,Registration Fees	500.00	0.00	500.00	0.00
2-56-00-211-00	Mileage/Hotel/Park/Per Diem	1,000.00	100.00	500.00	0.00
2-56-00-240-00	Training	4,000.00	3,830.83	3,500.00	890.86
2-56-00-250-00	Contract Services - OH&S	0.00	0.00	500.00	0.00
2-56-00-510-00	General Goods and Services	7,500.00	2,730.51	5,500.00	4,420.82
***	Health and Safety Subtotal	37,657.77	31,229.05	33,764.56	27,702.55
 Recreation Programming					
2-71-00-110-00	Salaries and Wages	20,344.13	20,241.42	19,155.18	18,859.21
2-71-00-152-00	Meetings/Conference/Registration Fees	800.00	845.00	800.00	845.00
2-71-00-211-00	Mileage/Hotel/Park/Per Diem	1,600.00	807.70	1,600.00	836.68





TOWN OF LEGAL

Revenue & Expenditure

General Ledger	Description	2023 Budget	2023 Actual	2024 Budget	2024 Actual
2-71-00-215-00	Freight, Postage	600.00	200.00	600.00	350.00
2-71-00-220-00	Advertising	1,700.00	1,043.85	1,700.00	793.38
2-71-00-221-00	Membership Fees	1,500.00	715.00	1,500.00	0.00
2-71-00-230-00	Community Events	750.00	924.98	1,100.00	0.00
2-71-00-231-00	Teens/Children	8,285.00	8,178.00	8,900.00	5,804.54
2-71-00-231-01	L'Association des Parents	0.00	0.00	0.00	0.00
2-71-00-233-00	Adult	7,236.00	2,084.72	8,300.00	3,712.84
2-71-00-510-00	General Supplies	500.00	970.61	500.00	141.53
2-71-00-514-00	Playground supplies	500.00	0.00	0.00	0.00
*** Recreation Subtotal		43,815.13	36,011.28	44,155.18	31,343.18
 Parks					
2-72-00-110-00	Salaries & Wages	115,771.50	112,539.63	110,865.27	98,495.00
2-72-00-237-00	Insurance - Bldgs	1,288.00	1,287.40	1,250.00	1,224.51
2-72-00-250-00	Contract Services Parks	6,000.00	6,000.00	3,000.00	0.00
2-72-00-251-00	Fete Buildings - Maintenance	3,000.00	2,703.50	2,500.00	776.83
2-72-00-510-00	General Goods & Supplies	3,000.00	532.67	2,000.00	1,696.43
2-72-00-520-09	John Deer Mower Unit 9	2,500.00	772.77	2,200.00	648.76
2-72-00-520-12	John Deere Riding Mower Unit 12	2,200.00	993.69	1,700.00	145.00
2-72-00-520-17	Outdoor Lavatory Unit 17	1,000.00	677.98	800.00	190.08
2-72-00-520-26	John Deere Mower 1585	1,500.00	712.37	3,200.00	3,835.58
2-72-00-530-00	Chemicals,Ground Maint. Materials, Etc..	2,000.00	1,703.07	2,000.00	698.07
2-72-00-530-01	Skateboard Park	3,000.00	406.92	1,500.00	56.16
2-72-00-530-02	R.V. Park	7,000.00	1,506.65	4,000.00	460.62
2-72-00-530-03	N.W. Park (Grasshopper Hill)	4,000.00	987.63	1,000.00	0.00
2-72-00-530-04	Day Use Park	2,500.00	1,114.33	2,200.00	1,026.33
2-72-00-530-05	Walking Bridge & Fencing	4,000.00	2,755.35	1,000.00	0.00
2-72-00-530-06	K.C. PARK	1,500.00	0.00	1,500.00	1,804.04
2-72-00-530-07	Water Fountain	0.00	0.00	1,200.00	1,023.50
2-72-00-530-08	Trees & Accent Corners	1,500.00	886.51	1,500.00	0.00
2-72-00-530-09	Entrance Signs	1,500.00	500.00	500.00	0.00
2-72-00-530-10	Ball Diamonds	15,000.00	121.50	18,000.00	16,358.95
2-72-00-530-11	Soccer Fields	300.00	2,015.25	600.00	578.10
2-72-00-530-12	Walking Trail Maintenance	1,500.00	107.61	1,500.00	0.00
2-72-00-530-13	Communities in Bloom/Beautification	4,000.00	3,444.18	4,000.00	4,544.78
2-72-00-540-00	Utilities - R.V. Park Lighting	6,000.00	7,149.52	6,500.00	8,233.66
2-72-00-550-00	Diesel, Oil & Gas	5,500.00	3,911.52	4,200.00	2,560.43
2-72-00-762-00	Transfer to Capital Function	37,000.00	451,146.81	0.00	0.00
2-72-00-764-00	Transfers to Reserves	0.00	0.00	0.00	0.00





TOWN OF LEGAL

Revenue & Expenditure

General Ledger	Description	2023 Budget	2023 Actual	2024 Budget	2024 Actual
2-72-00-764-01	Transfer to Parks/Rec County Recrea Res	100,000.00	113,151.29	180,000.00	58,000.00
2-72-00-990-00	R.V. Park (DO NOT USE)	0.00	(100.00)	0.00	0.00
*** Parks Subtotal		332,559.50	717,028.15	358,715.27	202,356.83
Community Facility					
2-72-01-764-00	Transfer to Reserves	30,000.00	30,000.00	10,000.00	0.00
*** Community Facility Subtotal		30,000.00	30,000.00	10,000.00	0.00
Arena					
2-72-02-110-00	Salaries & Wages	132,575.07	127,652.84	126,830.98	110,311.60
2-72-02-110-01	Salary and Wages - COVID	0.00	0.00	0.00	0.00
2-72-02-215-00	Freight,Postage	0.00	0.00	0.00	0.00
2-72-02-237-00	Insurance - Building/Vehicle/Boiler	28,323.00	28,322.80	27,000.00	26,939.22
2-72-02-250-00	Contract Services - Arena	4,000.00	6,718.58	500.00	0.00
2-72-02-251-00	Building Repairs & Maintenance	8,500.00	6,203.15	600.00	595.30
2-72-02-252-00	Plant Maintenance	7,000.00	4,127.84	500.00	441.47
2-72-02-253-00	Parking Lot Landscaping	0.00	0.00	0.00	0.00
2-72-02-510-00	General Goods & Supplies	4,000.00	3,899.87	3,000.00	3,258.62
2-72-02-520-11	Zamboni Unit 11	2,000.00	2,485.35	600.00	387.13
2-72-02-521-00	Netting	0.00	0.00	0.00	0.00
2-72-02-540-00	Utilities	60,000.00	58,916.78	200,000.00	43,934.03
2-72-02-550-00	Diesel, Oil, Gas	1,000.00	182.72	200.00	28.73
2-72-02-591-00	Security Alarm System-Monthly Fee	600.00	600.00	500.00	606.00
2-72-02-762-00	Transfer to Capital Functions	784,000.00	8,956.19	6,448,884.00	467,867.80
2-72-02-764-00	Transfer To Reserves	21,850.00	33,235.13	141,000.00	0.00
2-72-02-764-01	Transfer to Recreation Capital Reserve	0.00	0.00	0.00	50,000.00
2-72-02-830-00	Debenture Payment	0.00	0.00	0.00	0.00
*** Arena Subtotal		1,053,848.07	281,301.25	6,949,614.98	704,369.90
Curling Rink					
2-72-03-250-00	Contract Services	2,500.00	0.00	1,000.00	0.00
2-72-03-251-00	Building Repairs & Maintenance	3,000.00	1,833.32	1,000.00	430.57
2-72-03-510-00	General Goods & Supplies	800.00	522.73	500.00	234.99
2-72-03-762-00	Transfer to Capital Functions	0.00	0.00	0.00	59,565.00
*** Curling Rink Subtotal		6,300.00	2,356.05	2,500.00	60,230.56





TOWN OF LEGAL

Revenue & Expenditure

General Ledger	Description	2023 Budget	2023 Actual	2024 Budget	2024 Actual
Citadel Centre					
2-72-05-110-00	Salaries and Wages	2,548.50	2,633.55	2,548.50	2,222.49
2-72-05-237-00	Insurance - Building	1,305.00	1,304.56	1,400.00	1,241.97
2-72-05-250-00	Contract Services - Janitorial	0.00	0.00	0.00	0.00
2-72-05-251-00	Building Maintenance	7,000.00	1,537.84	2,250.00	511.89
2-72-05-253-00	Landscaping	1,000.00	0.00	0.00	0.00
2-72-05-510-00	General Goods & Supplies	800.00	702.71	800.00	115.72
2-72-05-540-00	Utilities	5,500.00	4,718.95	5,000.00	5,009.11
2-72-05-762-00	Transfer to Capital	0.00	0.00	0.00	0.00
2-72-05-764-00	Transfer to Reserves	4,000.00	4,000.00	0.00	0.00
*** Citadel Subtotal		22,153.50	14,897.61	11,998.50	9,101.18
Fete Au Village					
2-72-06-770-00	Fete Au Village Grant	2,000.00	2,000.00	2,500.00	2,500.00
2-72-06-772-00	Gazebo Maintenance	1,000.00	19.00	1,000.00	159.45
*** Fete Au Village Subtotal		3,000.00	2,019.00	3,500.00	2,659.45
Outdoor Rink					
2-72-07-110-00	General goods & supplies	1,500.00	272.39	9,000.00	4,791.94
2-72-07-762-00	Transfer to Capital	0.00	0.00	0.00	0.00
*** Outdoor Rink Subtotal		1,500.00	272.39	9,000.00	4,791.94

8.2



TOWN OF LEGAL

Revenue & Expenditure

General Ledger	Description	2023 Budget	2023 Actual	2024 Budget	2024 Actual
L'ACFA					
2-74-00-212-00	L'ACFA / Community Centre Cost-sharing	24,761.00	24,761.00	25,755.00	32,189.30
***	L'ACFA Subtotal	24,761.00	24,761.00	25,755.00	32,189.30
****	Total Operating Expenses	4,567,224.85	4,165,682.92	10,574,428.20	2,806,939.77
Requisitions					
2-81-00-741-00	School Foundation Requisition	244,662.70	244,662.70	247,945.45	122,331.36
2-81-00-742-00	Greater StAB Catholic School Requisition	100,630.61	100,630.61	101,321.23	164,948.96
2-81-00-749-00	Designated Industrial Property (DIP)	130.32	0.00	135.83	0.00
2-81-00-750-00	Seniors Foundation Requisition	11,893.83	11,893.83	11,723.93	11,723.93
***	Requisitions Subtotal	357,317.46	357,187.14	361,126.44	299,004.25
****	Total Requisitions Expenses	357,317.46	357,187.14	361,126.44	299,004.25
*****	Total Expenses	4,924,542.31	4,522,870.06	10,935,554.64	3,105,944.02
*****	SURPLUS/DEFICIT	492,060.16	398,508.78	546,578.01	(1,283,994.33)

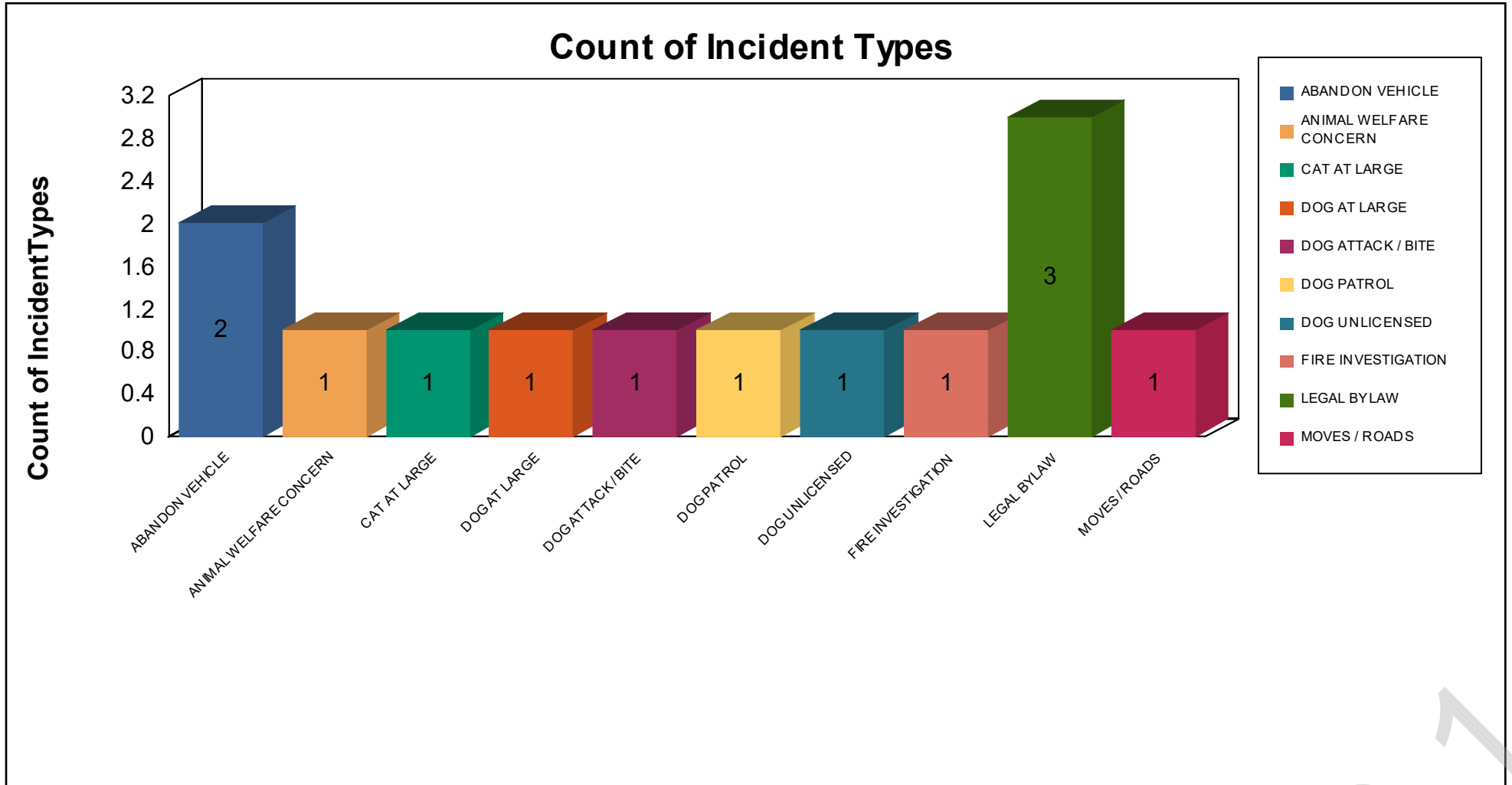
*** End of Report ***

8.2

Statistics from Occurred Date: 11/1/2024 12:00:00AM to 11/30/2024 11:59:00PM

Incident Report

STURGEON COUNTY ENFORCEMENT -



ABANDON VEHICLE: 2 6%

Incident Report

STURGEON COUNTY ENFORCEMENT -

ANIMAL WELFARE CONCERN: 1 3%

CAT AT LARGE: 1 3%

DOG AT LARGE: 1 3%

DOG ATTACK / BITE: 1 3%

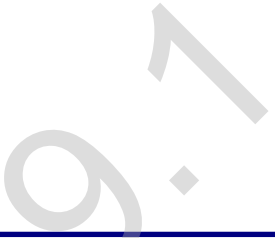
DOG PATROL: 1 3%

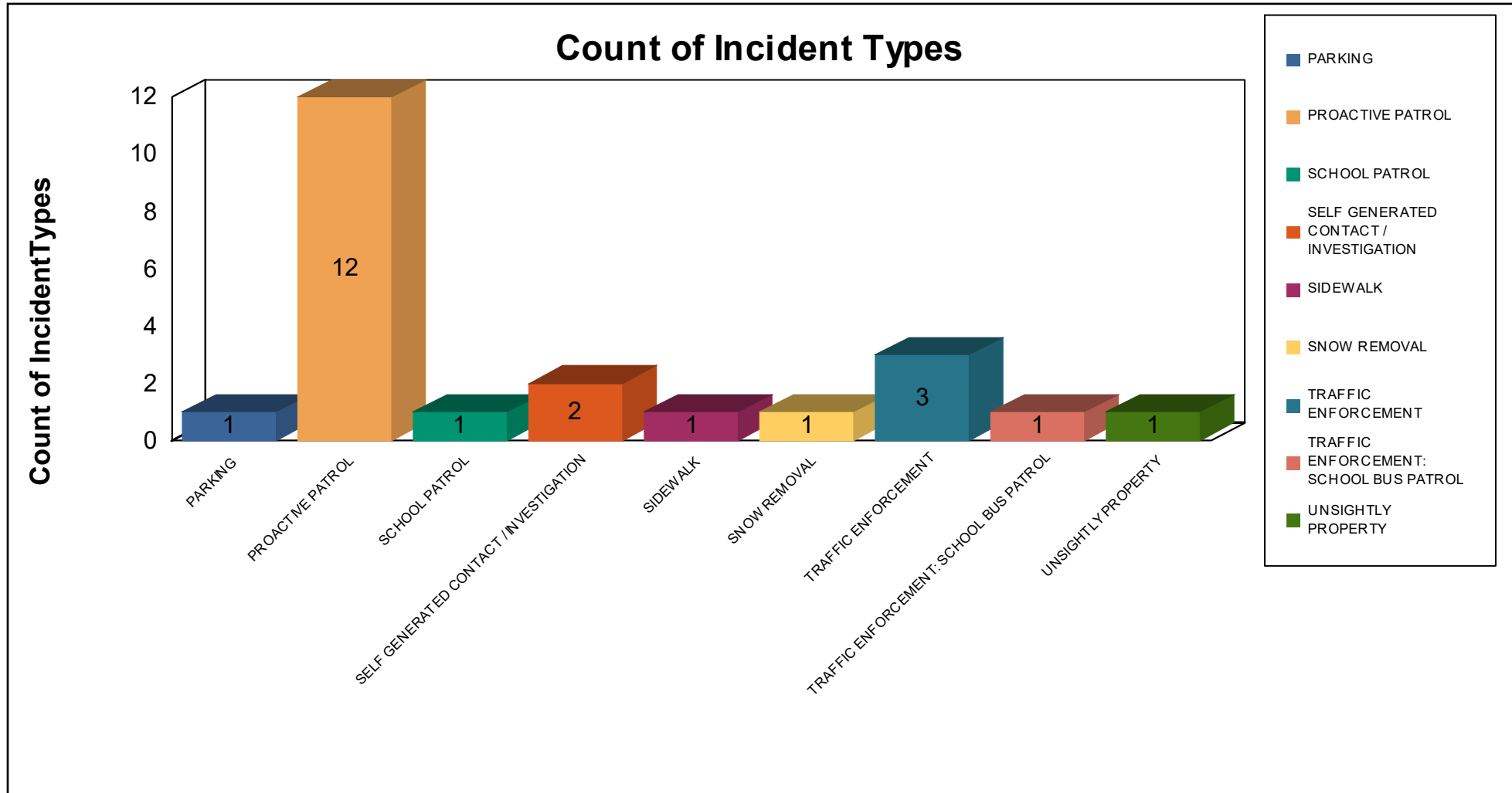
DOG UNLICENSED: 1 3%

FIRE INVESTIGATION: 1 3%

LEGAL BYLAW: 3 8%

MOVES / ROADS: 1 3%





PARKING: 1 3%

PROACTIVE PATROL: 12 33%

SCHOOL PATROL: 1 3%

SELF GENERATED CONTACT / INVESTIGATION: 2 6%

Incident Report

STURGEON COUNTY ENFORCEMENT -

SIDEWALK: 1 3%

SNOW REMOVAL: 1 3%

TRAFFIC ENFORCEMENT: 3 8%

TRAFFIC ENFORCEMENT: SCHOOL BUS PATROL: 1 3%

UNSIGHTLY PROPERTY: 1 3%

Grand Total: 100.00% Total # of Incident Types Reported: 36



9.2 - ADDITION



December 11, 2024

Councillor Karen Rosvold
County of Grande Prairie
10001 - 84 Avenue
Clairmont, AB T8X 5B2

Dear Councillor Rosvold:

Re: Alberta Municipalities Assignments to Rural Municipalities of Alberta (RMA) Northern District #4

On behalf of the Alberta Municipalities (ABmunis) Board, please note the following assignments of Councillor Dylan Bressey, City of Grande Prairie (lead) and Councillor Trina Jones, Town of Legal (backup), as ABmunis representatives at the RMA Northern District #4 meetings.

ABmunis truly appreciates the invitation to attend the District 4 meetings as it gives our Board members the opportunity to provide an ABmunis advocacy and policy update, build relationships, and seek opportunities for collaboration.

Please provide Councillors Bressey and Jones with any information on upcoming meetings and events. Their contact information is as follows:

Councillor Dylan Bressey

Phone Number: 780-402-4166

Email Address: dbressey@cityofgp.com

Councillor Trina Jones

Phone Number: 780-965-2396

Email Address: tjones@legal.ca

If you have any questions, please do not hesitate to contact Anita Sookar at 780-989-7406 or Anita@abmunis.ca.

Yours truly,

A handwritten signature in black ink, appearing to read 'Dan Rude'.

Dan Rude
CEO, Alberta Municipalities

Cc: Councillor Dylan Bressey
Councillor Trina Jones
Robert Proulx, CAO, Town of Legal
Shane Bourke, CAO, City of Grande Prairie
Duane Gladden, CEO & Executive Director, RMA

9.2

9.3 - ADDITION

Christmas *Open House*

December 19, 2024

4:00 PM - 6:00 PM

St. Michael's Fenwyck Heights
(260 Pioneer Road, Spruce Grove, AB)

Join me in sharing best wishes
and light refreshments

DANE LLOYD MP
STURGEON RIVER—PARKLAND

DANE.LLOYD@PARL.GC.CA
DANELLOYD.CA • 780-823-2050



9.4 - ADDITION



ALBERTA

Tourism and Sport

Office of the Minister
MLA, Cardston - Siksika

November 29, 2024

Marc Rivard
President
Legal Curling Club
PO Box 213
Legal AB T0G 1L0
Email Address: contact@legalcurlingclub.com

Dear Marc Rivard:

I am pleased to advise that your Active Communities Initiative (ACI) application to assist your organization in the renovation of the Legal Curling Rink Retrofit Project is approved for \$471,396.

I appreciate the work of non-profit sport and recreational organizations that help to build or enhance active spaces supporting sport and recreation in Alberta communities. The Government of Alberta is proud to support organizations that improve the quality of life in our communities, keeping more Albertans active more often.

Please note your organization must enter into a formal grant agreement with the Ministry of Tourism and Sport outlining the terms and conditions of the grant funding prior to the funds being released. ACI staff will reach out to you regarding next steps. An electronic transfer of funds will be sent to your organization's bank account upon the completion of the formal grant agreement. We will be announcing the government's commitment to supporting your project in the coming weeks, so a member of the Ministry's communications team will also be in touch to arrange a public announcement. I would ask that you keep this news confidential until those arrangements have been made.

If you have any inquiries, please contact the Sport, Physical Activity and Recreation Branch ACI team at SPAR@gov.ab.ca.

I wish you great success with your project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Schow'.

Hon. Joseph Schow
Minister

Room 402 Legislature Building, 10800 - 97 Avenue, Edmonton, Alberta T5K 2B6 Canada Telephone 780-422-3070

TOWN OF LEGAL

Report to Council

- Request for Decision
- Request for Direction
- For Council Information

Meeting:	Special Council Meeting
Meeting Date:	December 16, 2024
Presented By:	Robert Proulx, Chief Administrative Officer
Title:	Intermunicipal Collaboration Framework (ICF) Review
Agenda Item No:	10.1

BACKGROUND / PROPOSAL:

The Town of Legal entered into an ICF agreement with Sturgeon County and passed Bylaw #04-2021 on March 29, 2021.

In accordance with Section 3.2 of the ICF agreement, the Framework must be reviewed every four years after its coming into force date (or within a shorter period of time, if agreed upon by the Parties). After review, if the Parties do not agree that this Framework continues to serve the interests of the Parties, the Parties must negotiate in good faith to create a replacement Framework.

In March 2024, the Government of Alberta provided notification to municipalities via Ministerial Order 024/023 that updates to the ICF legislation are forthcoming and are expected in spring 2025. The Government also recommended that municipalities extend the ICF negotiation timeline to spring 2027 in order to provide a reasonable period of time to renegotiate future ICF agreements while ensuring alignment with the anticipated legislative amendments.

Attached is Bylaw #04-2021 and Ministerial Order 024/023.

Sturgeon County is requesting a written response from the Town of Legal on Council's decision of the agreement extension as recommended by the Government of Alberta.

Administration is recommending Council to direct administration to proceed with the process required to extend the Intermunicipal Collaboration Framework negotiation timeline to March 2027 as recommended by the Government of Alberta.

10.1

DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

An ICF is a tool to facilitate and encourage cooperation and cost-sharing between neighbouring municipalities in order to ensure municipal services are provided to residents efficiently. The ICF agreement is a legislated requirement.

Sturgeon County has no concerns with an extension, and is prepared to bring forward a resolution to Council in order to amend the ICF with the Town of Legal to extend as recommended to March 2027. This would not have any impact on any sub-agreements (such as fire or recreation) and their negotiations – these could proceed as per those timelines and the will of both Councils.

COSTS / SOURCE OF FUNDING (if applicable):

Not applicable at this time.

RECOMMENDED ACTION (by originator):

It is recommended that Council direct administration to proceed with the process required to extend the Intermunicipal Collaboration Framework negotiation timeline to Spring 2027 as recommended by the Government of Alberta.

Initials show support – Reviewed by:

CAO: Original Signed - RP

From: Jill Szaroz <jszaroz@sturgeoncounty.ca> **On Behalf Of** Travis Peter
Sent: December 4, 2024 9:12 AM
To: Robert Proulx <rproulx@legal.ca>
Cc: Jennifer Lavallee <jlavallee@sturgeoncounty.ca>; Robert Stephenson <rstephenson@sturgeoncounty.ca>
Subject: Intermunicipal Planning with Town of Legal

Good morning Robert,

On behalf of Sturgeon County, I would like to connect regarding our current Intermunicipal Collaboration Framework (ICF), originally adopted in 2021 and set for review in 2025, per part 17.2 of the *Municipal Government Act*.

In March 2024, the Government of Alberta provided notification to municipalities via Ministerial Order 024/023 that updates to the ICF legislation are forthcoming and are expected in spring 2025. The Government also recommended that municipalities **extend the ICF negotiation timeline to spring 2027** in order to provide a reasonable period of time to renegotiate future ICF agreements while ensuring alignment with the anticipated legislative amendments.

Sturgeon County has no concerns with an extension, and is prepared to bring forward a resolution to Council in order to amend the ICF with the Town of Legal to extend as recommended to March 2027. This would **not have any impact on any sub-agreements** (such as fire or recreation) and their negotiations – these could proceed as per those timelines and the will of both Councils.

If your municipality is in agreement with the extension, please provide written response via email for the file. Please also let us know the anticipated timeline that you would bring your ICF renegotiation extension resolution to Council, and our teams will work to coordinate as such.

I look forward to future collaboration with the Town of Legal.

Please contact me with any questions or comments, and I'm happy to book a discussion if needed.

Cheers!

Travis

Travis L. Peter, MPA, CLGM
CHIEF ADMINISTRATIVE OFFICER / COUNTY COMMISSIONER (INTERIM)
780-939-8344
tpeter@sturgeoncounty.ca
www.sturgeoncounty.ca



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ALBERTA
MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Calgary-Shaw*

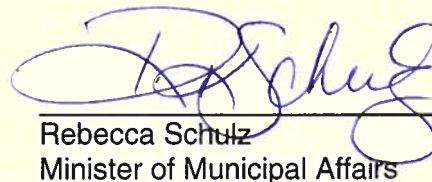
MINISTERIAL ORDER NO. MSD:024/23

I, Rebecca Schulz, Minister of Municipal Affairs, pursuant to Section 605(2) of the *Municipal Government Act*, make the following order:

The date by which a municipality must review an intermunicipal collaboration framework, as required by Section 708.32(1) of the *Municipal Government Act*, is amended from at least every five years to at least every seven years.

This order expires March 31, 2027.

Dated at Edmonton, Alberta, this 16th day of April, 2023.


Rebecca Schulz
Minister of Municipal Affairs

**TOWN OF LEGAL
BYLAW 04-2021
STURGEON COUNTY AND THE TOWN OF LEGAL INTERMUNICIPAL COLLABORATION FRAMEWORK**

A BYLAW OF THE TOWN OF LEGAL, IN THE PROVINCE OF ALBERTA, TO ESTABLISH AN INTERMUNICIPAL COLLABORATION FRAMEWORK BETWEEN STURGEON COUNTY AND THE TOWN OF LEGAL.

WHEREAS, the *Municipal Government Act*, RSA 2000, c.M-26 authorizes Council to work collaboratively with neighbouring municipalities to ensure the efficient provision of municipal services for all residents;

AND WHEREAS, Sturgeon County and the Town of Legal have worked collaboratively on the preparation of an intermunicipal collaboration framework between both municipalities;

AND WHEREAS, the Council of Legal deems it desirable and appropriate to adopt the Sturgeon County and the Town of Legal Intermunicipal Collaboration Framework;

NOW THEREFORE, the Council of Legal, in the Province of Alberta, duly assembled and under the authority of the *Municipal Government Act*, hereby enacts the following:

1. The "Intermunicipal Collaboration Framework Between Sturgeon County and the Town of Legal", attached and forming part of Bylaw 04-2021, is hereby adopted.
2. This Bylaw shall come into force and effect upon being passed.

READ a first time this 15 day of march, 2021.

READ a second time this 29 day of March, 2021.

READ a third time this 29 day of March, 2021.


MAYOR


CHIEF ADMINISTRATIVE OFFICER

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

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Intermunicipal Collaboration Framework

Sturgeon County and The Town of Legal

Bylaw No. 1542/21 for Sturgeon County
Bylaw No. 04-2021 for The Town of Legal

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WHEREAS Sturgeon County and the Town of Legal share a common border; and

WHEREAS Sturgeon County and the Town of Legal share common interests and are desirous of working together for the mutual benefit of their residents and landowners; and

WHEREAS the *Municipal Government Act* stipulates municipalities that have a common boundary must create a framework with each other that describes the services to be provided under the framework common to more than one of the municipalities that are parties to the framework, identify which municipality is responsible for providing which services, and outline how the services will be delivered and funded; and

NOW THEREFORE, by mutual covenant of the Parties it is agreed as follows:

1. DEFINITIONS

1. In this Framework, unless the context otherwise states:
 - a) **Committee** means the Intermunicipal Committee, as defined in Section 7 of this Framework.
 - b) **Cost-sharing Agreement** means a legally binding agreement entered into by the Parties that may include provisions related to the operation, maintenance, funding and capital improvement of the Municipal Service(s) specified.
 - c) **Framework** means this document, the Intermunicipal Collaboration Framework (ICF) entered into by Sturgeon County and the Town of Legal, pursuant to Part 17.2 of the MGA.
 - d) **MGA** means the *Municipal Government Act*, RSA 2000, c M-26, as amended.
 - e) **Municipal Service** means any service provided by, or on behalf of, a Party that benefits their residents. These services may be provided independently by each Party, by a third party, or may be provided on an intermunicipal basis. Example services include, but are not limited to water and wastewater systems, solid waste systems, recreation, transportation, emergency services, gas distribution systems, etc.
 - f) **Parties** means, collectively, Sturgeon County and the Town of Legal and **Party** means either one of them.
 - g) **Shall** means obligatory direction.
 - h) **The Town** means the Town of Legal.
 - i) **The County** means Sturgeon County.

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2. APPLICATION OF THIS FRAMEWORK

1. This Framework applies to Sturgeon County and the Town of Legal. Under the MGA, Sturgeon County and the Town of Legal are required to create a framework to address intermunicipal collaborations for Municipal Services by April 1, 2021.

3. TERMS AND REVIEW

1. This Framework shall come into force upon the passing of bylaws by Sturgeon County and the Town of Legal adopting this Framework.
2. This Framework must be reviewed every four (4) years after its coming into force date (or within a shorter period of time, if agreed upon by the Parties). After review, if the Parties do not agree that this Framework continues to serve the interests of the Parties, the Parties must negotiate in good faith to create a replacement Framework.
3. This Framework may be amended by mutual consent of the Parties in writing. An amended Framework shall come into force on the passing of bylaws by Sturgeon County and the Town of Legal adopting the amended Framework. Amended versions to this Framework shall supersede and replace all previous versions of this Framework.
4. When a Party believes there is a dispute under this Framework with respect to the interpretation, implementation, or application of the Framework, or a contravention or alleged contravention of this Framework, and wishes to engage in dispute resolution, the Dispute Resolution Process in Appendix A of this Framework shall apply.

4. PURPOSE

1. This Framework outlines an agreement between Sturgeon County and the Town of Legal as required under Part 17.2 of the MGA.

5. EXISTING MUNICIPAL SERVICES

1. Sturgeon County and the Town of Legal have agreed that the best and most efficient way to provide Municipal Services to residents is to continue providing services independently or through the various arrangements that each Party currently has with its respective neighbours or in the agreements included in Section 5 of this Framework.
2. The Town and the County have a history of working together to provide Municipal Services to residents on an intermunicipal basis. The following agreements are in place, or are intended to be negotiated and agreed upon by the Parties, for the following services to be provided to residents:
 - a. **Water and Wastewater**
 - i. Under a Water Supply agreement, dated May 12, 1994, the Town provides water to the County to supply water to properties in the County. The Town is the lead municipality and the fee charged for water is in

10.1

accordance with the agreement. The Town and the County agree to work together to develop an updated Water Supply agreement by December 31, 2021. If a new agreement is not finalized by the aforementioned deadline, and the Parties have not mutually agreed to extend negotiations, then the negotiations are deemed unsuccessful and the Dispute Resolution process identified in Appendix A of this Framework shall be initiated.

- ii. Under the West Water Line Agreement dated June 26, 1995, the Town provides water to the County to supply water to properties in the County. The Town is the lead municipality and the fee charged for water is in accordance with the agreements. The Town and the County agree to work together to develop an updated West Water Supply agreement by December 31, 2021. If a new agreement is not finalized by the aforementioned deadline, and the Parties have not mutually agreed to extend negotiations, then the negotiations are deemed unsuccessful and the Dispute Resolution process identified in Appendix A of this Framework shall be initiated.
- iii. The Town and the County, together with the Town of Morinville, entered into a Waterline Agreement dated August 2013 to supply water from the City of Edmonton to the Towns and County. The Town of Morinville is the lead municipality and the fee charged for the supply of water is in accordance with the agreement.

b. Transportation

- i. The Town has a verbal arrangement with the County whereas the County provides dust control on the gravel portion of Rge Rd 251.
- ii. The Town and County agree to work together to develop agreement(s) for providing dust control and maintaining the gravel roads within the Town adjacent to the County by December 31, 2021.

c. Emergency Services

- i. The County and the Town entered into a 2018 – 2021 Fire Service Agreement dated November 30, 2017, for the County to provide firefighting and related services to the Town. The lead municipality is the County and the fees for services provided are in accordance with the agreement.
- ii. The Town and the County developed a new Fire Services Agreement, subject to the approval of each Party's Council. If the new agreement is not ratified by December 31, 2021 and the municipalities have not mutually agreed to extend the negotiations, then the negotiations are deemed unsuccessful and the Dispute Resolution process identified in Appendix A of this Framework shall be initiated.
- iii. The County and the Town, together with the Towns of Morinville, Redwater, Bon Accord, and Gibbons, entered into the Sturgeon Regional

Emergency Management Partnership Agreement, dated November 14, 2016. The lead municipality is the County and costs are paid in accordance with the agreement.

d. Recreation

- i. The Town and the County entered into a Recreation Cost-Sharing Agreement on June 7, 2016; this agreement expired on December 31, 2020. The Town and County developed a new recreation funding agreement and if the new agreement is not ratified by April 1, 2021, and the municipalities have not mutually agreed to extend negotiations, then the negotiations are deemed unsuccessful and the Dispute Resolution process identified in Appendix A of this Framework shall be initiated.

e. Safety Codes Act

- i. The Town and the County, in conjunction with the Towns of Bon Accord, Gibbons, and Redwater, signed an agreement to create a joint quality management plan that establishes responsibilities and minimum performance standards for providing compliance services under the Safety Codes Act, which was approved on January 28, 2020. The County is the lead municipality and there are no fees associated with this agreement.

f. Peace Officer

- i. The County provides Peace Officer Services to the Town under an agreement dated April 12, 2016. The County is the lead municipality, and the Peace Officer Services are provided in accordance with the agreement. The Town and County agree to develop a new Peace Officer Services Agreement by December 31, 2021. If a new agreement is not finalized by the aforementioned deadline, and the Parties have not mutually agreed to extend negotiations, then the negotiations are deemed unsuccessful and the Dispute Resolution process identified in Appendix A of this Framework shall be initiated.

3. Goods and Services Tax (GST) shall be applied to all applicable Cost-Sharing Agreements, as required.

6. NEW INTERMUNICIPAL SERVICES

1. In the event that either Party wishes to initiate a new intermunicipal service, facility, or initiative, the initiating Party's Chief Administrative Officer will notify the other Party's Chief Administrative Officer of the following:
 - a) General project or initiative description; and
 - b) Envisioned scope.

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2. Once either Party has received written notification on the desire to engage in discussion on a new intermunicipal service, facility, or initiative, a Committee meeting, organized by the initiating Party, must be held within ninety (90) calendar days of the date the written notice was received.
3. The Committee shall confirm the following criteria to the satisfaction of both Parties in accordance with Section 7(5) of this Framework, before a new intermunicipal service, facility, or initiative can be further pursued by the Committee:
 - a) Demonstrated community impact and support in both municipalities;
 - b) A joint planning model involving both municipalities; and
 - c) Demonstrated potential for intermunicipal efficiencies.
4. Pursuant to the completion of Section 6(3) of this Framework, the Committee shall develop a business plan and evaluate the following criteria as the basis for determining if a new service, facility, or initiative is desirable by both Parties:
 - a) Estimated cost (capital and operating) and long-term borrowing implications;
 - b) Appropriate funding and timing of expenditures for both Parties;
 - c) The level of projected use and benefit to the residents and ratepayers of both Parties;
 - d) An implementation plan;
 - e) Which Party will manage the operations of the service, facility, or initiative;
 - f) The appropriate process for planning the agreed upon service(s);
 - g) A process and implications for discontinuing the service provided; and
 - h) A time frame for the delivery of the service(s) being discussed, including a start and end date of the service(s) delivery.
5. The cost associated with developing a business plan, as described in Section 6(4) of this Framework, shall be shared between the Parties based on the Committee's direction in assigning each Party a portion of the cost.
6. In addition to the Cost-sharing Agreements detailed in Section 5 of this Framework, the Parties agree to work collaboratively on additional services of regional importance to benefit residents as opportunities arise.
 - a) These future opportunities may include, but are not limited to, Family and Community Support Services, physician recruitment, purchasing and procurement, efficiency reviews, and weed inspection.

7. INTERMUNICIPAL COMMITTEE

1. Sturgeon County and the Town of Legal hereby create a recommending body known as the Intermunicipal Committee.

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2. The Committee will meet on an as-required basis and will develop recommendations to the Councils of their respective municipalities on matters of strategic direction and cooperation affecting their Municipal Services, including:
 - a) Periodic review of this Framework as required under Section 3 of this Framework;
 - b) Matters as required under Section 6 of this Framework; and
 - c) Periodic review of the County and Town's existing Intermunicipal Development Plan.
3. The Committee shall consist of three (3) members from each Party's Council.
4. A member from either Party's Council shall chair the meetings on an alternating basis. The Chair shall be appointed by the Committee at the first meeting of the Committee and shall be a member from either Party's Council.
5. Decisions of the Committee shall be made by vote, with a majority required for approval.
6. Quorum for the purposes of Committee meetings shall be a minimum of two (2) members from each Party.
7. Incidental costs for Committee support shall be shared equally by the Parties.
8. The Chief Administrative Officers, and/or their designates, of the Parties will be advisory staff to the Committee and will be responsible to provide background information and recommendations, develop agendas and record the recommendations of the Committee on all matters, and forward all recommendations from the Committee to their respective Councils.
9. Meetings of the Committee can be called by either Party by the Chief Administrative Officer serving a written request for a Committee Meeting to the other Party's Chief Administrative Officer, advising the reason for requesting a meeting and providing options for meeting dates. The Committee will endeavour to meet at the earliest possible time, but no later than sixty (60) days after receipt of the written request. The requesting Party shall organize the meeting.

8. CORRESPONDENCE

1. Written correspondence under this Framework shall be addressed as follows:
 - a. In the Case of Sturgeon County to:

Sturgeon County
c/o Chief Administrative Officer
9613 – 100 Street
Morinville, AB T8R 1L9

b. In the case of the Town of Legal to:

Town of Legal
c/o Chief Administrative Officer
P.O. Box 390
5021 – 50 Street
Legal, AB T0G 1L0

2. In addition to Section 8(1), notices may be sent by electronic mail to the Chief Administrative Officer of each municipality. If an email is received after 5PM on a Friday, it shall be deemed to be received the following business day.


IN WITNESS WHEREOF the Parties have affixed their corporate seals as attested by the duly authorized signing officers of the Parties, signed this April day of 12, 2021 at Legal, Alberta.

STURGEON COUNTY

TOWN OF LEGAL



Mayor



Mayor



Chief Administrative Officer



Chief Administrative Officer

10.1

APPENDIX A
DISPUTE RESOLUTION PROCESS

1. The Parties commit to resolving any disputes under the Intermunicipal Collaboration Framework in a non-adversarial, informal, and cost-efficient manner.
2. The Parties agree to make all reasonable efforts to resolve any disputes by negotiation and agree to provide open and timely disclosure of relevant facts, information, and documents to facilitate negotiations.
3. When a Party believes there is a dispute under the Intermunicipal Collaboration Framework and wishes to engage in dispute resolution, the Party must give written notice of the matters under dispute to the Chief Administrative Officer of the other Party to attempt to negotiate a resolution to the dispute.
4. If a dispute cannot be resolved to the satisfaction of the Parties within thirty (30) calendar days of the dispute being referred to the Chief Administrative Officers, the dispute will be referred to the Committee to attempt to negotiate a resolution to the dispute.
5. If a dispute cannot be resolved to the satisfaction of the Parties within sixty (60) calendar days of the dispute being referred to the Committee, the dispute will be referred to the Councils of both Parties.
6. If a dispute cannot be resolved to the satisfaction of the Parties within sixty (60) calendar days of the dispute being referred to the Councils of the Parties, the dispute will be referred to a mediator acceptable to both Parties, unless the Parties mutually agree not to mediate the dispute. The costs of mediation shall be shared equally between the Parties.
7. Mediation of a dispute shall be completed in a timely and efficient manner. If the dispute has not been resolved to the satisfaction of the Parties within three (3) months after the appointment of a mediator, and the Parties have not mutually agreed to extend the term of mediation, the mediation is deemed unsuccessful and shall be terminated.
8. If a dispute is not resolved through the above noted process, the Parties shall refer the matter to an arbitrator acceptable to both Parties and the arbitration process described in Part 17.2 of the *Municipal Government Act* shall apply whether or not one year has passed after the Parties started the dispute resolution process in this Framework.

10.1









Sturgeon County – Town of Legal Intermunicipal Recreation Cost Sharing Agreement (2021 – 2025) and the Sturgeon County – Town of Legal Intermunicipal Collaboration Framework

Final Audit Report

2021-04-12


Created:	2021-04-10
By:	Breda Cormack (bcormack@sturgeoncounty.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQ3LTy3uSL9DTVyBx96ZKIICKSsF2Z5Uh

"Sturgeon County – Town of Legal Intermunicipal Recreation Cost Sharing Agreement (2021 – 2025) and the Sturgeon County – Town of Legal Intermunicipal Collaboration Framework" History


-  Document created by Breda Cormack (bcormack@sturgeoncounty.ca)
2021-04-10 - 0:35:41 AM GMT- IP address: 162.246.131.57
-  Document emailed to Robert Proulx (rproulx@legal.ca) for signature
2021-04-10 - 0:38:09 AM GMT
-  Email viewed by Robert Proulx (rproulx@legal.ca)
2021-04-10 - 0:38:58 AM GMT- IP address: 142.202.84.83
-  Document e-signed by Robert Proulx (rproulx@legal.ca)
Signature Date: 2021-04-12 - 4:06:13 PM GMT - Time Source: server- IP address: 66.112.189.140
-  Document emailed to Carol Tremblay (ctremblay@legal.ca) for signature
2021-04-12 - 4:06:15 PM GMT
-  Email viewed by Carol Tremblay (ctremblay@legal.ca)
2021-04-12 - 8:43:09 PM GMT- IP address: 142.202.84.63
-  Document e-signed by Carol Tremblay (ctremblay@legal.ca)
Signature Date: 2021-04-12 - 8:45:55 PM GMT - Time Source: server- IP address: 142.202.84.63
-  Document emailed to Reegan (rmccullough@sturgeoncounty.ca) for signature
2021-04-12 - 8:45:57 PM GMT



10.1

 Email viewed by Reegan (rmccullough@sturgeoncounty.ca)

2021-04-12 - 9:34:18 PM GMT- IP address: 209.91.72.227

 Document e-signed by Reegan (rmccullough@sturgeoncounty.ca)


Signature Date: 2021-04-12 - 9:34:47 PM GMT - Time Source: server- IP address: 209.91.72.227

 Document emailed to ahnatiw@sturgeon.ca for signature


2021-04-12 - 9:34:48 PM GMT

 Email sent to ahnatiw@sturgeon.ca bounced and could not be delivered

2021-04-12 - 9:34:51 PM GMT

 Breda Cormack (bcormack@sturgeoncounty.ca) replaced signer ahnatiw@sturgeon.ca with Alanna Hnatiw (ahnatiw@sturgeoncounty.ca)

2021-04-12 - 9:36:12 PM GMT- IP address: 162.246.131.57

 Document emailed to Alanna Hnatiw (ahnatiw@sturgeoncounty.ca) for signature

2021-04-12 - 9:36:12 PM GMT

 Email viewed by Alanna Hnatiw (ahnatiw@sturgeoncounty.ca)

2021-04-12 - 9:37:10 PM GMT- IP address: 206.214.235.110

 Email sent to ahnatiw@sturgeon.ca bounced and could not be delivered

2021-04-12 - 9:37:11 PM GMT

 Document e-signed by Alanna Hnatiw (ahnatiw@sturgeoncounty.ca)

Signature Date: 2021-04-12 - 9:39:12 PM GMT - Time Source: server- IP address: 206.214.235.110

 Agreement completed.

2021-04-12 - 9:39:12 PM GMT

TOWN OF LEGAL

Report to Council

- Request for Decision
- Request for Direction
- For Council Information

Meeting:	Regular Council
Meeting Date:	December 16, 2024
Presented By:	Robert Proulx, Chief Administrative Officer
Title:	Legal Arena Modernization Funding Agreement
Agenda Item No:	10.2

BACKGROUND / PROPOSAL:

The Municipal Government Act (MGA) mandates municipalities with common boundaries, unless part of the same Growth Management Board (GMB), to establish Intermunicipal Collaboration Frameworks (ICFs). The ICF agreements aim to promote strategic regional planning, efficient use of resources, fair cost-sharing, and reduced administrative burden for municipalities that share common borders.

The Town of Legal provided written notice to Sturgeon County on February 12, 2024, outlining the Legal Arena and Curling Rink Retrofit Project and envisioned scope. Construction for the project began in May 2024 and is scheduled to be completed by September 2025. This timeline was designed to minimize closures and reduce impacts on arena activities, including fun hockey, minor hockey, adult hockey, and public skating. Sturgeon County and the Town of Legal met multiple times to discuss the Town of Legal's Arena and Curling Rink Retrofit Project and funding request. These discussions took place through the municipalities' Intermunicipal Committee, which was established through the ICF.

With Sturgeon County Council's approval of funding for the Legal Arena Modernization Project already in place, the next step is for both Sturgeon County and the Town of Legal to review and finalize the funding agreement. The Legal Arena Modernization Funding Agreement is attached.

Administration is recommending Council to authorize the Mayor and Chief Administrative Officer to sign the Legal Arena Modernization Funding Agreement as presented by Sturgeon County.

10.2

DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

This capital cost-sharing model between Sturgeon County and the Town of Legal will:

- recognize and achieve advancement of shared regional services;
- benefit residents in both municipalities and the region;
- be accomplished through effective and ongoing cooperation, planning, and communication;
- support quality of life by ensuring that a range of assets, programs, and services are effectively delivered and are available to the residents of their respective municipalities and;
- support the municipalities to promote and effectively position the network of assets (natural and built) competitively in the region.

The agreement enhances regional collaboration and improved recreational opportunities at the Legal Arena, promoting community well-being and quality of life. It also includes detailed schedules for regular project updates and establishes a collaborative process for addressing any major service changes, ensuring transparency and accountability.

In accordance with the attached agreement, the Town of Legal will also publicly acknowledge Sturgeon County as a funding partner through visible signage, print materials, and social media posts, ensuring recognition for its contribution to the Legal Arena Modernization Project.

STRATEGIC ALIGNMENT

Strong Partnerships and Advocacy

Working with partners, the Town will leverage our strengths and alignment with others to advance our agenda.

- Work with the County to identify opportunities to enable development where possible

Initiative	Outcomes
<i>Strategic Priority: Continue to collaborate with regional partners to create more opportunities for service delivery and economic growth.</i>	
Engage with the County to identify opportunities to exploit the Intermunicipal Collaboration frameworks to increase economic development	Explore partnerships with the County that support Economic Development opportunities or lower service delivery costs

COSTS / SOURCE OF FUNDING (if applicable):

For the years 2025 – 2030, the County agrees to the following funding amounts for the Legal arena modernization project; in turn, the Town will provide annual reporting on expenditures, per this Agreement:



- 2025 \$125,000
- 2026 \$125,000
- 2027 \$125,000
- 2028 \$125,000
- 2029 \$125,000
- 2030 \$125,000

RECOMMENDED ACTION (by originator):

It is recommended that Council authorize the Mayor and Chief Administrative Officer to sign the Legal Arena Modernization Funding Agreement as presented by Sturgeon County.

Initials show support – Reviewed by:

CAO: Original Signed - RP

Legal Arena and Curling Rink (LACR) Modernization Update to end of October 2024.

Quarterly Project Report to Sturgeon County

Project Progress

The Arena and Curling rink Modernization project is progressing well, and it is anticipated that the project should be completed about one month sooner than expected. The most recent budget forecast from Delnor Construction Ltd. (Construction Managers) indicate the arena modernization will be completed by end of September 2025 which is one month earlier than previously forecasted. The earlier completion date forecast is a result of the fall weather and the speed at which Eagle Builders was able to put up the precast concrete building.

Progress to end of October includes:

1. Abatement and site and interior demolition (arena building);
2. Removal of the ice plant and refurbishment of life cycle components;
3. Installation of deep services (sanitary sewer and water servicing);
4. Screw piling (over 300 in total);
5. Construction of the arena precast walls, steel trusses, Q-decking, bleachers;
6. Earthworks includes excavation removal of unsuitable soils, earth moving;
7. Construction of the new ice plant building; and
8. Arena lobby and Curling rink lounge steel truss reinforcement (snow load requirement).

Project Completion

1. Project start was the first week of July and to the end of October 2024 – it's estimated the project is 32% complete.

Milestones completed:

1. Abatement and Demolition: interior demolition complete. Minor abatement ongoing as project advances due to lead paint.
2. Underground deep services complete.
3. Building pocket Earthworks and screw piling complete.
4. Ice plant building and arena building erected.
5. Ice plant was removed, refurbished and is now placed in the new ice plant building.

Challenges encountered and Mitigation Strategies:

1. Unsuitable soils- new dressing room location.
 - a. Mitigation – removed and disposed of unsuitable soils. Used excess clay materials on site below the ice rink pad to build up location where unsuitable soils were removed. No additional clay hauled in to date. Excavated, hauled, placed and compacted in the areas of need.
2. More abatement required because of lead paint.
 - a. Mitigation – we had an allowance in the budget.
3. Slight delay in the curling season operations. Due to the ice plant building, underground services and engineering details. Curling season is expected to start January 3, 2025, and will extend one month later into mid to end of April.

10.2

Financial Status

Budget Overview:

1. **Professional and consulting fees** – on par with contractual amount \$830,000.00
2. **Construction:** Budget estimate from Delnor Construction at award was \$13,891,100.00 which included a 1,000,000 contingency. Some cost savings may be expected due to accelerated construction and the use of precast concrete as well as no frost bubble identified under the existing ice slab (permafrost). The recent budget forecast from Delnor construction indicates that given the project is only at 32% completion, the budget should not be adjusted.

Total project expense to completion.

- Construction: \$13,891,473.00
- Engineering: \$830,000.00
- TOTAL EXPENSES: \$14,741,473.00**

Expenditure to date: July 1 to October 31, 2024

- Professional Consulting Service: \$683,364.30 (GST excluded)
- Construction: \$4,392,487.20 - \$439,248.72 (holdback 10 %) = \$3,953,238.48 (GST excluded)
- TOTAL \$4,636,603.02**

Variances from projected budget:

Minimal. Additional items added to the project that were not included in the IFC drawings and bid:

- Condenser stand: \$22,279.00
- Window addition: \$1,142.00
- Ice plant drain fitting and pump: \$4,792.62
- Players Bench Radiant Heater Deletion: (\$7,940)

Funding & Contributions

Spreadsheets and funding sources provide during ICF discussions:

Funding Sources:		
GICB 1	April 1, 2023-March 31, 2024	\$ 1,700,000.00
GICB 2	April 1, 2024-March 31, 2025	\$ 3,959,360.00
GICB 3	April 1, 2025-March 31, 2026	\$ 1,500,000.00
CFEP	April 1, 2024-March 31, 2026	\$ 1,000,000.00
CBR Grant (pend		\$ 1,000,000.00
CBR Loan (pendi		\$ 3,000,000.00
Sturgeon County Reserves		\$ 360,000.00
Town of Legal Reserves		\$ 585,000.00
LGFF 2024 Allocation & Part of 2025 Allocation		\$ 455,574.50
Sponsorship & Donations (pending)		\$ 200,000.00
Enabling Accessibility Fund (pending)		\$ 600,000.00
		\$ 14,359,934.50
		<i>excluding GST</i>
	SHORTFALL:	\$ 65,574.50

10.2

Current Updated Funding Source and Approvals

Funding Sources:				COMMENTS
GICB 1	APRIL 1, 2023-MARCH 31, 2024	\$1,700,000.00	Approved	The total GICB Contributions with the exception of 5% holdback to be received by end of December 2024. 95% = \$6,801,392 5% = \$357.958 (holdback)
GICB 2	April 1, 2024 – March 31, 2025	\$3,959,360.00	Approved	
GICB 3	April 1, 2025 – March 31, 2026	\$1,500,000.00	Approved	
CFEP	April 1, 2024 – March 31, 2026	\$1,000,000.00	Approved	
FCM: Green Municipal Fund. COMMUNITY BUILDING RETROFIT PROGRAM (grant)		\$1,150,000	Under review	
FCM: Green Municipal Fund. COMMUNITY BUILDING RETROFIT PROGRAM (loan)		\$3,450,000	Under review	
Sturgeon County Reserves		\$360,000.00	Approved	No Change
Town of Legal Reserves		\$585,000.00	Approved	No Change
LGFF 2024 -2025 Allocation		\$800,000	Under review	Increased from IC discussion. If not needed will amend project to allocate funds to other core infrastructure
Sponsorship & Donation		\$200,000.00	In progress	Sponsorship package to be completed end of November 2024
Enabling Accessibility Fund		\$0.00	Refused	Accessibility grant was denied.
		\$14,704,360.60		

Funding from source (Reference table above)
 Estimated project costs to completion
 Shortfall

\$14,704,360
\$14,741,473
\$37,113

10.2

Other funding initiatives in progress

1. **Active Community Initiative Program – Funding Amount \$1,018,000.00.** If approved the funds will be applied to improvements to the Curling rink which were deleted to save costs when awarding the Legal Arena & Curling Rink Project (LACR).
 - Curling Slab Concrete floor
 - Dehumidification (Curling Ice area)
 - Replacement of Unit Heaters (Curling Ice area)
 - Wheelchair Lift in vestibule
 - Barrier free washroom in curling lounge area
2. **Municipal Electricity Generation Program (MEG) - Funding amount \$100,000.00 to \$150,000.00.** We are currently seeking estimates to grow the solar array on the new arena building. The initial concept at time of design was to install a 34Kw solar array on the roof of the new arena building. To meet the 30% GHG requirements to access funding through the FCM Community Building Retrofit program, it was required that more solar panels were needed, and the system was designed to 74Kw. Recently the Province of Alberta announced the MEG program which aligns perfectly to grow the solar array to 150Kw. To qualify for a micro-generation system, the solar array cannot exceed 150Kw. It's expected the grant will be submitted by mid December and approval granted in January of 2025.
3. **Community Energy Conservation Program – Potential Funding \$40,000.00-\$50,000.00.** An expression of interest (EOI) was submitted to Alberta Municipalities Sustainable Services program manager. The EOI was approved, and we are assembling the information to qualify. If successful we may receive funding for the cost to replace the unit heaters in the curling rink, unit heaters in the arena, and domestic hot water heater in the arena.

Next Step – Milestones:

- Commissioning the ice plant
- Installation of shallow services
- Electrical and mechanical rough-in
- Radon mitigation
- Gravel base in dressing room and hallway and compaction
- SBS Roofing new arena
- Canopy vestibule

10.2

MEMORANDUM of AGREEMENT made this BETWEEN ___ day of ___, 2024.

BETWEEN

STURGEON COUNTY
(hereinafter referred to as “the County”)

-and-

THE TOWN OF LEGAL
(hereinafter referred to as “the Town”)

LEGAL ARENA MODERNIZATION FUNDING AGREEMENT

WHEREAS the County and Town acknowledge that recreation agreements represent an opportunity to enhance strategic collaboration while providing a structured approach to resident usage planning, aiming to make informed decisions regarding the operation, maintenance, and future planning of recreation amenities and infrastructure; and

WHEREAS the County and the Town understand that recreation enhances social cohesion and community well-being, fostering engagement, improving residents' quality of life, and offering a more attractive place to live and work; and

WHEREAS the County and the Town support serving the recreational needs of their collective residents based on the principles of transparency, fairness, regional collaboration, and stewarding scarce resources efficiently in providing local services; and

WHEREAS the County and the Town understand that the recreation agreement have a focused approach on asset management planning to support informed decision-making about the operating, maintaining, renewing, replacing, and disposing of recreational infrastructure assets; and

WHEREAS it is recognized that the Town has developed recreation amenities, including the Legal arena and curling rink, which are accessed in part by residents of the County and this agreement represents a period wherein the County is providing financial contribution to the Town of Legal’s arena modernization project;

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

1. DEFINITIONS

- 1.) “Agreement” means this Legal Arena Modernization Funding Agreement.

10.2

- 2.) "Capital Cost" means the costs of capital projects which for the purposes of this Agreement, applies to the capital projects related to the Legal arena modernization.
- 3.) "Parties" means collectively, Sturgeon County and the Town of Legal; Party means either one of them.
- 4.) "Personal Information" means recorded information about an identifiable individual as defined in the *Freedom of Information and Protection of Privacy Act*, as may be amended from time to time;
- 5.) "Project" means the Legal arena modernization project;
- 6.) "Record" means a record of information in any form and includes notes, images, audiovisual recordings, books, documents, maps, drawings, photographs, letters, vouchers and papers and any other information that is written, photographed, recorded or stored in any manner, but does not include software or any mechanism that produces records.

2. APPLICATION

- 1.) Unless otherwise specifically provided for within the Agreement, this Agreement applies to:
 - a) The delivery of the Project;
 - b) The management, maintenance, and capital replacement of the Legal arena;
 - c) The use and enjoyment of the Legal arena by the residents of the Parties.

3. TERM

- 1.) The Term of this Agreement shall be the period commencing upon the signing of this Agreement and continuing for a period of six (6) years until its expiry on December 31, 2030.
- 2.) This Agreement may be amended by mutual consent in writing. Amended versions of the Agreement shall replace all previous versions of this Agreement.

4. RECOGNITION OF FUNDING

- 1.) The Town shall publicly acknowledge the County as a contributing partner to its Legal arena modernization funding. This acknowledgment shall include signage, print, and social media recognition in a way that is mutually acceptable to the Parties' Chief Administrative Officers.

5. FINANCIAL RESPONSIBILITY

- 1.) The County agrees to a fixed Capital Cost contribution amount for the duration of the agreement term, as identified in Schedule A of this Agreement. Unless otherwise agreed to by the Parties, the Capital Cost contribution amount shall be provided to the Town within thirty (30) days of the beginning of the calendar year.
- 2.) In the event the Project is terminated before the end of this Agreement, the County's contribution funding will end, and unspent amounts will be returned to the County.
- 3.) Should the Town receive additional funding for the Project that reduces the overall funding required, the contributions from the Parties shall be reduced proportionally, with the Town's contribution reduced by 75% of the additional funding received and the County's contribution reduced by 25% of the additional funding received.

6. REPORTING

- 1.) The Town will provide the County quarterly project reporting, in accordance with Schedule B, detailing the progress and financial status of the Project.
- 2.) The Town will continue as per the Recreation Agreement between the County and the Town to provide utilization reporting in the manner requested by the County.

7. MAJOR SERVICE CHANGES

- 1.) In the event the Town is to consider a major arena service change, such as significant facility upgrades or renovations, operational changes, programming overhaul, or facility closure or relocation, the Parties will follow the process outlined in Schedule C of this Agreement.
- 2.) The Town does not have a formal ice allocation policy but does ensure prioritization of usership to regional residents and not for profit community groups. Any change in this prioritization would constitute a major service change enacting the requirements under Schedule C of this Agreement.

8. RECORDS MANAGEMENT, ACCESS, COPYRIGHT AND FOIP

- 1.) The Parties shall treat all Records and information provided or made available by either Party for the purpose of fulfilling the obligations under this Agreement as privileged and confidential. Both Parties shall not use or disclose such Records or information for any other purpose without the written consent of each other.
- 2.) Both Parties acknowledge they are subject to the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act* ("FOIP"). Upon notification of an access to information request by either Party's designate identified in Section 14 of this Agreement, the receiving Party shall provide to the notifying Party copies of all Records specified by the Party's designate within five (5) days of the notification.

3.) This clause shall survive this Agreement.

9. INDEMNITY

- 1.) The Parties agree to indemnify each other and hold harmless from any and all third-party claims, demands, and actions or costs (including the other Party's costs on a solicitor-client basis) for which either Party is responsible arising out of negligence or willful acts by the negligent Party's employees or agents.

This clause shall survive this Agreement.

10. INSURANCE

- 1.) The Parties shall obtain, maintain, and keep in good standing, during the term of this Agreement, general public liability and property damages insurance coverage.

11. CONFLICT OF INTEREST AND ETHICAL CONDUCT

- 1.) The Parties must immediately notify each other in writing of any conflict of interest the Parties, or any employee, agent or other resource used by either Party under this Agreement, has or may reasonably have respecting the Project under this Agreement. Such notification must be given before beginning any work under this Agreement, or upon becoming aware of any such existing or potential conflict of interest during the term of this Agreement. Both Parties warrant that they do not have any interests that conflict with the obligations under this Agreement.

12. DISPUTES

- 1.) If a Party believes there is a dispute under this Agreement with respect to the interpretation, implementation, or application of the Agreement, and wishes to engage in dispute resolution, the Dispute Resolution Process as identified in the current Intermunicipal Collaboration Framework between the County and the Town shall apply.

13. TERMINATION

- 1.) Either Party may terminate this Agreement in full or in part at any time by giving a minimum of six (6) months' notice in writing to the other Party of its intention to do so, unless otherwise agreed to.
- 2.) Upon receipt of a notice of termination, the Town shall prepare and deliver to the County a written report, if required, on the Project prior to the termination of the Agreement.
- 3.) This clause shall survive the termination of this Agreement.
- 4.) If either Party is in default of any obligation or provision of this Agreement and if after receipt by the defaulting Party of written notice from the non-defaulting Party

specifying in reasonable particularity, the nature of such default, the defaulting Party fails within ten (10) business days to remedy the default or if by the nature of the default it cannot with the diligence of the defaulting Party, be cured within such ten (10) business day period and the defaulting Party fails to proceed with diligence to cure same, then the non-defaulting Party may elect to terminate this Agreement by providing a further 30 days written notice to the defaulting Party.

14. NOTICES

- 1.) Any notice required to be given under this Agreement shall be in writing and delivered personally, by courier, or sent by registered mail or email to the addresses set forth below:

For the County:

Sturgeon County
9613 100 Street
Morinville, Alberta, T8R 1L9
Attention: Chief Administrative Officer (CAO)

For the Town:

Town of Legal
Box 390
Legal, Alberta, T0G 1L0
Attention: Chief Administrative Officer (CAO)

- 2.) Either party hereto may, upon notice to the other party, change its address for payments and notices under this Agreement.

15. GENERAL TERMS

- 1.) The terms of this Agreement are severable, and any term or condition determined to be void or enforceable in whole or in part shall not be deemed to affect or impair the validity of this agreement or any other term or condition of it.
- 2.) The validity and interpretation of this Agreement, and of each clause and part thereof, shall be governed by the laws of the Province of Alberta and the Parties agree to the exclusive jurisdiction of the Courts of the Province of Alberta. This clause shall survive this Agreement.
- 3.) This Agreement inures to the benefit of and be binding upon the Parties hereto, their respective successors and permitted assigns. Neither party may assign its rights and obligations under this Agreement without the express written consent of the other party.
- 4.) This Agreement supersedes any previous representations, warranties, terms, conditions, or other agreements made between Parties with respect to the Project. It is agreed that

this written instrument embodies the entire Agreement of the Parties hereto regarding the matters dealt with herein, and that no understandings or agreements, verbal or otherwise, exist between the Parties except as herein expressly set out. This Agreement and Schedules are complementary, however; in the event of conflict within or between the body of the Agreement and the Schedules, the provisions in the body of the Agreement shall govern.

- 5.) No term or condition of this Agreement shall be deemed to be waived unless the waiver is in writing. Any waiver of default committed by either of the Parties in the observance or performance of this Agreement shall not extend or be deemed to extend or affect any other default.
- 6.) If any time during the continuance of this Agreement, the Parties consider it necessary to amend this Agreement, they may do so by a written document signed by each Party or by exchange of letters signifying mutual agreement between the Parties and all amendments in such written document or letters shall be adhered to and have the same force and effect as if they had been originally embodied in and formed part of this Agreement.
- 7.) The Parties acknowledge that neither Party has an obligation to renew, extend or offer a new contract at the end of the term of this Agreement.

16. FORCE MAJEURE

- 1.) Neither Party shall be liable for damages caused by delay or failure to perform its obligations under the Agreement where such delay or failure is caused by an event beyond its reasonable control. The Parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the Parties agree that Force Majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a Party seeks to excuse itself from its obligations under the Agreement due to a force majeure event, that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other Party may immediately terminate the Agreement by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Agreement, at law, or in equity.

The Parties have executed this Agreement, each by its duly authorized representative, on the respective dates shown below.

IN WITNESS WHEREOF, the Parties have affixed their corporate seals as attested by the duly authorizing signing officers of the Parties as of the day first below written.

Signed this ___ day of ___, 2024.

STURGEON COUNTY

TOWN OF LEGAL

X

Alanna Hnatiw
Mayor

X

Carol Tremblay
Mayor

X

Travis Peter
Interim Chief Administrative Officer

X

Robert Proulx
Chief Administrative Officer

X

Christine Wells
Director Community Services

SCHEDULE "A"

SCHEDULE "A"

Capital Cost Contributions

For the years 2025 – 2030, the County agrees to the following funding amounts for the Legal arena modernization project; in turn, the Town will provide annual reporting on expenditures, per this Agreement:

- 2025 \$125,000
- 2026 \$125,000
- 2027 \$125,000
- 2028 \$125,000
- 2029 \$125,000
- 2030 \$125,000

SCHEDULE "B"

Quarterly Project Reporting Requirements

The Town shall provide the County with quarterly reports detailing the progress and financial status of the Project. These reports shall include, but are not limited to, the following information:

Category	Description
Project Progress	<ul style="list-style-type: none"> a) Description of work completed during the reporting period b) Percentage of project completion c) Significant milestones achieved d) Challenges encountered and mitigation strategies
Financial Status	<ul style="list-style-type: none"> a) Updated budget overview b) Expenditures incurred during the reporting period c) Total expenditures to date d) Any variances from the projected budget and explanations
Funding and Contributions	<ul style="list-style-type: none"> a) Details of any additional funding received during the reporting period b) Adjustments to the Town and County contributions based on additional funding received
Next Steps	<ul style="list-style-type: none"> a) Planned activities for the next reporting period b) Expected milestones and timelines

These quarterly reports shall be submitted to the County within thirty (30) days of the end of each quarter as follows:

Quarter Ending Date	Report Due Date
September 2024	October 31, 2024
December 2024	January 31, 2025
March 2025	April 30, 2025
June 2025	July 31, 2025
September 2025	October 31, 2025
December 2025	February 2, 2026
March 2026	April 30, 2026
June 2026	July 31, 2026 (if required)
September 2026	November 2, 2026 (if required)

SCHEDULE "C"

Major Service Changes Planning Process Related to Arena Infrastructure and Services

Definition:

Category	Description	Example
Facility Upgrade or Renovation	<ul style="list-style-type: none"> a) Undertaking significant construction projects to expand, modernize, or completely rebuild arenas and/or curling rinks b) This involves major capital investment and can cause substantial disruption to regular operations c) Renovations may aim to improve energy efficiency and lifecycle management of aging facilities 	Facility expansions could add new ice sheets, dry floor spaces, or other amenities to meet growing community needs
Operational Changes	<ul style="list-style-type: none"> a) Shifting the management, staffing, or scheduling of facilities to significantly impact public access, programming, or costs b) Changes to operating models, hours of access, or programming priorities can greatly affect community usage 	This could include transitioning a previously municipally run program to a privately-run program with substantial increase in fees or reduced community access
Programming Overhaul	<ul style="list-style-type: none"> a) Programming changes aim to adapt to evolving community interests and needs, or address issues like underutilization b) Introducing or removing major recreational programs, leagues, or events that are core to the community's use of the facilities which may include the addition of profit uses 	This could include discontinuing long-standing curling bonspiels or adding new for-profit youth hockey or other initiatives
Facility Closure or Relocation	<ul style="list-style-type: none"> a) Permanently shutting down the existing arena and/or curling rink b) Moving the facilities to a new location within the community c) This would have a dramatic impact on community access and usage of the recreation services 	Closure decisions are often driven by aging infrastructure, operational challenges, or shifting community priorities

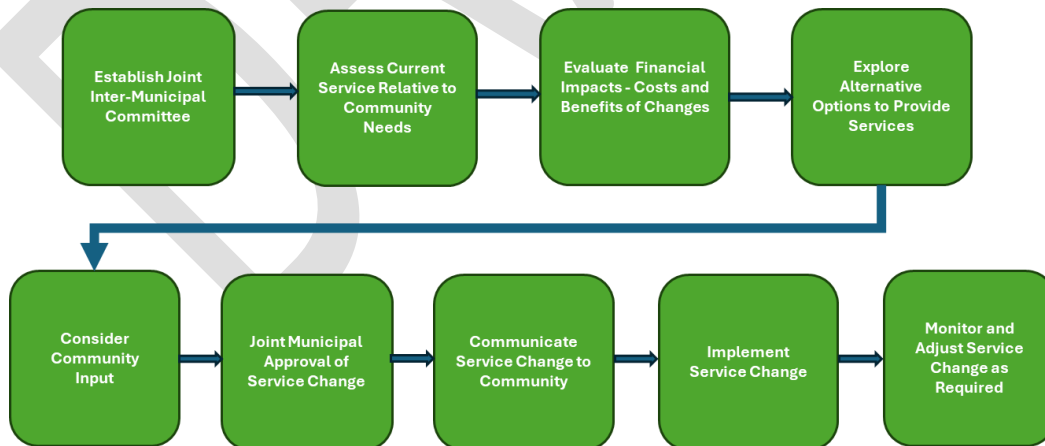
Process:

In the event of a proposed major service change, such as significant facility upgrades or renovations, operational changes, programming overhaul, or facility closure or relocation, the following process shall be adhered to:

- 1.) The Town shall notify the County in writing at least three (3) months in advance of the proposed change.
- 2.) A detailed proposal outlining the scope, rationale, anticipated impacts, and financial implications of the major service change shall be submitted to the County. This proposal shall include a comprehensive plan for stakeholder engagement and risk mitigation.
- 3.) The Town and County shall collaboratively review as per Diagram 1 the proposal and engage in discussions to ensure mutual agreement and alignment with regional recreational needs and goals.
- 4.) The Town shall provide the County with a timeline and action plan for the implementation or discontinuation of the major service change, ensuring minimal disruption to the users of the Legal arena.
- 5.) Progress reports on the implementation or discontinuation of the major service change shall be determined by the Intermunicipal Committee.

This addition ensures that any major service changes are planned and communicated effectively between the County and the Town and to residents to maintain transparency and collaboration.

Diagram 1: Intermunicipal Process Summary:



TOWN OF LEGAL

Report to Council

- Request for Decision
- Request for Direction
- For Council Information

Meeting:	Regular Council
Meeting Date:	December 16, 2024
Presented By:	Robert Proulx, Chief Administrative Officer
Title:	Waste Collection Bylaw
Agenda Item No:	10.3

BACKGROUND / PROPOSAL:

The Town of Legal Waste Collection Bylaw establishes the terms and conditions for the provision of waste collection and recycling services in the Town of Legal, including automated waste collection service.

The Roseridge Commission has approved the 2025 Landfill Disposal Rates.

The 2025 municipal rates are as follows:

Overage fees as reported by Roseridge Waste Management Services Commission:

	Charge	Application
Overage Fees - 1,001 kg - 2,500kg	\$43.32 \$44.19	Per 1,000 kg (2,200 lbs) per calendar year (January to December)
Overage Fees - 2,501 kg and over	Fees specified by Roseridge Waste Management Services Commission	Charged directly to user by Roseridge Waste Management Services Commission on location at waste disposal site at time of waste disposal

Commercial, industrial, and institutional properties must contact Roseridge Waste Management Services Commission to set-up an account to access the landfill.

The draft Waste Collection Bylaw is attached.

10.3

Administration is recommending Council to give the Waste Collection Bylaw all three readings at the December 16th, 2024 regular Council meeting.

DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

Currently, residents of the Town of Legal may purchase an annual Residential Landfill Disposal Permit for \$5.00, which allows for up to 1,000kg of waste being brought to the Roseridge Landfill per calendar year. After the 1,000kg weight limit has been reached, the resident will be charged overage fees as determined by the Roseridge Waste Management Services Commission.

COSTS / SOURCE OF FUNDING (if applicable):

Not applicable.

RECOMMENDED ACTION (by originator):

It is recommended that Council pass all three readings of the Waste Collection Bylaw as presented at the December 16th, 2024 regular meeting of Council.

Initials show support – Reviewed by:

CAO: Original Signed - RP

**TOWN OF LEGAL
BYLAW #xx-2024
WASTE COLLECTION BYLAW**

A BYLAW OF THE TOWN OF LEGAL IN THE PROVINCE OF ALBERTA TO ESTABLISH TERMS AND CONDITIONS FOR THE PROVISION OF WASTE COLLECTION AND RECYCLING SERVICES IN THE TOWN OF LEGAL.

WHEREAS the *Municipal Government Act, RSA 2000, c. M-26* provides that a Council may pass bylaws respecting public utilities; and

AND WHEREAS it is deemed advisable and expedient to set out the terms and conditions applicable to the collection and disposal of solid waste and the provision of recycling services within the Town of Legal;

NOW THEREFORE, THE COUNCIL OF THE TOWN OF LEGAL, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

1. SHORT TITLE

- 1.1 This Bylaw may be referred to as the "Waste Collection Bylaw".
- 1.2 The services provided by the Town shall be provided pursuant to the terms, conditions and provisions of this Waste Collection Bylaw, the contents of which shall be binding upon and form part of an agreement between the Town and any Person who receives the services.

2. DEFINITIONS

- 2.1 "Approved Building Material" means all waste produced in the process of constructing, altering, or repairing a building, including earth, vegetation, concrete, and rock displaced during the process of building:
 - 2.1.1 board lumber, such as 2 x 4's, 2 x 6's, 2' x 10's, baseboards, casings, etc., not exceeding lengths of 0.9 meters (36"); or
 - 2.1.2 sheet lumber, such as plywood, paneling and drywall, not exceeding 0.9m x 0.3m (36"x 12") sheets with maximum thickness of 25mm (1"); or
 - 2.1.3 insulation, plastic, or other such material used in the construction or reconstruction of a building or facility;
- 2.2 "Ashes" means the powdery residue left after the combustion of any substance and includes partially burnt wood, charcoal, or coal;
- 2.3 "Automated Bin Service" means a Collection Service where Refuse is stored in a Waste Roll Cart constructed to be emptied mechanically into a Collector's vehicle;
- 2.4 "Blue Bag" means a blue transparent plastic bag in which acceptable recyclable material may be placed;
- 2.5 "Burning" means burning of paper and cardboard;
- 2.6 "Bylaw Enforcement Officer" means a Bylaw Enforcement Officer contracted by the Town pursuant to the *Municipal Government Act, RSA 2000, c. M-26*, to enforce the Town Bylaws, and includes a member of the Royal Canadian Mounted Police, and when authorized, a Special Constable;

- 2.7 "Chief Administrative Officer" means the Chief Administrative Officer for the Town of Legal;
- 2.8 "Clerk of the Provincial Court" means an officer of a Provincial court who accepts filings, issues process, and keeps records;
- 2.9 "Collection Day" means the day or days during each week on which waste or recyclables are collected from a specific premise;
- 2.10 "Collection Service" means the curbside collection of Refuse via Automated Bin Service, and Recyclable Materials via manual service;
- 2.11 "Collector" means the Person or Persons appointed by the Town for the purpose of collecting and disposing of Refuse and Recyclable Materials;
- 2.12 "Commercial Facilities" includes stores, warehouses, commercial, industrial, and institutional facilities;
- 2.13 "Commercial Bin" means a container of steel construction with volume of 2 cubic yards (1.5 cubic meters), 4 cubic yards (3.1 cubic meters), or 6 cubic yards (4.6 cubic meters), collected using an automated front-end loading commercial bin truck, provided by the Town on behalf of the Collector for Collection Services;
- 2.14 "Compost Site" means the location designated by the Town for the disposal of Yard Waste;
- 2.15 "Compulsory Service" means the requirement for Collection Services within the Town of Legal or properties as set out in Schedule "A" of this Bylaw;
- 2.16 "Container" means one or a combination of the following:
- 2.13.1 Waste Roll Cart;
- 2.13.2 Non-reusable Blue Bags for combined collection of Recyclable Materials;
- 2.17 "Council" means the Municipal Council of The Town of Legal;
- 2.18 "Dangerous Goods" has the same meaning as in the *Dangerous Goods Transportation and Handling Act, RSA 2000, c. D-4*, as amended;
- 2.19 "Fees and Charges" means the Town's Fees and Charges as set out in Schedule "C" of this Bylaw;
- 2.20 "Garbage Bag" means a bag that can withstand a minimum of 20.4 kg (45 lbs) weight;
- 2.21 "Hazardous Waste" has the same meaning as in the *Environmental Protection and Enhancement Act, RSA 2000, c. E-12*, as amended;
- 2.22 "Householder" means any Owner, occupant, lessee or tenant, Property Manager, or other Person designated by the Property Owner or any other Person in charge of any Dwelling;
- 2.23 "Industrial/Commercial/Institutional Waste" or "ICI Waste" means material of similar composition as mixed waste collected within the Town other than by the person contracted by the Town for collection services;
- 2.24 "Institutional Facilities" means a hospital, nursing home, hotel, or school;
- 2.25 "Multi-Family Complex" means a building or private community containing three or more units, including apartment buildings, townhouses, condominiums, and seniors' complexes;
- 2.26 "Owner" means the person who is registered under the *Land Titles Act, RSA 2000 c. L-4*, as amended or replaced from time to time, as the Owner of the fee simple estate in land, or a Person who is recorded as the Owner of the property on the tax assessment roll of the Town;
- 2.27 "Park", "Parked", and "Parking" means a Vehicle remaining stationary in one place whether or not the Vehicle is occupied, or the engine is running, but excluding Vehicles stationary in one place while:
- 2.27.1 actually engaged in loading or unloading passengers; or

- 2.27.2 in compliance with a Traffic Control Device or the direction of a Bylaw Enforcement Officer;
- 2.28 "Person" means any individual, householder, firm, partnership, association, corporation, company, and heirs, executors, administrators or legal representative of a Person, or organization of any kind;
- 2.29 "Snowbird" means a person who vacations in or moves to a warmer climate during cold weather;
- 2.30 "Tenant" means:
- 2.30.1 a person who is permitted by the landlord to occupy residential premises under a residential tenancy agreement,
- 2.30.2 a person who is permitted to occupy residential premises under an assignment or sublease of a residential tenancy agreement to which the landlord has consented under the *Residential Tenancies Act, SA 2004, c. R-17.1*, and
- 2.30.3 an heir, assign or personal representative of a person referred to in subclause 2.30.1 or 2.30.2.
- 2.31 "Private Collection Service" means the collection of refuse and waste by the Collector from Householders, pursuant to separate agreements or arrangements between a Householder and the Collector;
- 2.32 "Recommendation of Service" means a point in time in which Collection Services and billing for such service will resume;
- 2.33 "Recyclable Materials" means those materials collected for recycling as designated by the Chief Administrative Officer or the Collector from time to time, and listed in Schedule "A" of this Bylaw;
- 2.34 "Recycling Service" means curbside or any recycling or waste diversion service or program available to all Town residents for the collection of Recyclable Materials;
- 2.35 "Recycling Station" means any area within the Town, designated by the Town, to receive recyclable materials;
- 2.36 "Refuse" means waste from domestic, commercial, or industrial activities, including but not limited to:
- 2.36.1 broken household dishes and utensils, empty tins, boxes, cartons, bottles, containers, discarded paper and fabrics and other articles;
- 2.36.2 all putrescent material including meats, fish, fruits, and vegetables resulting from the handling, preparation, cooking and consumption of food;
- 2.36.3 kitchen waste containing liquids originating from hotels and restaurants but does not include drained kitchen waste which has been properly packaged;
- 2.36.4 any material discarded from a Dwelling or Multi-Family Complex that is not Recyclable Materials or Yard Waste Materials.
- 2.36.5 Refuse does not include grass, tree and hedge cuttings and clippings, garden waste, dirt, concrete building waste, large tree trunks, car bodies, manure, large rocks, or dead animals.
- 2.37 "Residence" means any detached single-family dwelling or residence, duplex, or Multi-Family Complex designed for individual family living;
- 2.38 "Roadway" means a roadway within the meaning of the *Traffic Safety Act, RSA 2000, c. T-6*, as amended or replaced from time to time;
- 2.39 "Street" means a public thoroughfare within the Town and includes, where the context so allows, the sidewalk and borders of the street and all parts appearing in the Land Titles Office as set aside for a public thoroughfare on which the premises in question fronts;

- 2.40 "Town" means the corporation of the Town of Legal or the area contained within the boundaries thereof, as the context requires;
- 2.41 "Transfer Station" means any transfer station facility designated by the Town for solid waste disposal;
- 2.42 "Urban Service Area" means the service area within the Town of Legal;
- 2.43 "Utility Bill" means a bill which sets out the fees levied by the Town on a monthly or bi-monthly basis for utility services provided by the Town;
- 2.44 "Utility Services" means, in the context of this Bylaw, waste collection and disposal, and recycling services supplied by the Town;
- 2.45 "Vehicle" means a vehicle as defined in the *Traffic Safety Act, RSA 2000, c. T-6*, as may be amended or replaced from time to time;
- 2.46 "Violation Tag" means a tag or similar document issued by the Town or their designate pursuant to the *Municipal Government Act, R.S.A. 2000, c. M-26*, as amended or repealed and replaced from time to time;
- 2.47 "Violation Ticket" means a ticket issued pursuant to Part II of the *Provincial Offences Procedure Act, RSA 2000, c. P-34*, as amended or repealed and replaced from time to time;
- 2.48 "Waste Disposal Site" means any disposal facility designated by the Town for solid waste disposal;
- 2.49 "Waste Roll Cart" means the roll cart compatible with the Collector's automated cart lift system which is provided to the Householders by the Town on behalf of the Collector for Collection Services;
- 2.50 "Yard Waste" means leaves, grass clippings, garden waste, house and garden plants, roots, hedge and shrub trimmings, brush cuttings, twigs, branches, and other similar materials as designated by the Chief Administrative Officer and Council from time to time, but does not include tree stumps, tree trunks, sod or clay soil.

3. ADMINISTRATION

- 3.1 The Chief Administrative Officer may delegate the administration of this Bylaw to the following employee positions:
 - 3.1.1 Public Works Supervisor or their delegate;
 - 3.1.2 Manager of Corporate Services;
 - 3.1.3 Executive Assistant or position similar thereof.

4. COLLECTION AND RECYCLING SERVICES

- 4.1 Collection Service shall be compulsory for all Dwellings in the Town, with the exception of any Dwelling defined by this Bylaw to be a Multi-Family Complex.
- 4.2 Notwithstanding Section 4.1, the Collector may, in its sole discretion, exclude any Dwellings from compulsory Collection Service where the Collector determines that it is appropriate to do so.
- 4.3 Collection of residential waste shall be on a weekly basis on a day determined by the Chief Administrative Officer in consultation with the Collector excluding holidays or more often as Council so directs, and as described in Schedule "C" of this Bylaw.
- 4.4 Collection of Recyclable Materials shall be on a weekly basis on a day determined by the Chief Administrative Officer in consultation with the Collector and as described in Schedule "C" of this Bylaw.

- 4.5 The Town may contract with any Person or Persons and provide an exclusive or nonexclusive franchise for the collection, removal and disposal of residential refuse and recyclable materials upon such terms and conditions as are considered expedient to the Town.
- 4.6 In the event the quantity of refuse cannot be contained in one (1) Waste Roll Cart, the Owner has the option to subscribe to a second Waste Roll Cart at the Owner's expense.
- 4.7 Solid refuse shall not be collected in any receptacle which has not been supplied by the Collector.
- 4.8 Where any eligible Dwelling is not served by a roadway, the Waste Roll Carts shall be placed for collection at a location as close as possible to the travelled portion of an adjacent roadway but not on a sidewalk or in such a location as to interfere with pedestrian or vehicular traffic.
- 4.9 Every Person is required to place all Recyclable Materials in a blue bag for collection.
- 4.10 Every Person is required to purchase their own blue bags.
- 4.11 There is no limit to the amount of Recyclable Material, so long as it is contained in blue bags, eligible for pick up.
- 4.12 No Person other than those contracted by the Town of Legal shall provide Collection Services, except as provided in Schedule "A", within the Town of Legal.
- 4.13 Subject to section 4.12, a person who operates a private Collection Service must:
 - 4.13.1 comply with requirements of this Bylaw;
 - 4.13.2 obtain any permit or license required by this Bylaw, any other Town Bylaw or any Provincial statute and regulations;
 - 4.13.3 refuse to collect Refuse or Recyclable Materials from premises whose Householders do not comply with the requirements of this Bylaw.
 - 4.13.4 provide all services as offered by the Town with respect to Collection Services to maximize diversion from the landfill.
 - 4.13.5 Notwithstanding any other provision in this Bylaw to the contrary, a Person who operates a private Collection Service may select whatever Container suitable to their operation for those Householders using their services to use for placing Refuse and Recyclable Materials for collection.

5. PREPARATION OF MATERIALS FOR COLLECTION

- 5.1 No Owner shall place, permit to be placed, or mix any of the following materials for collection:
 - 5.1.1 industrial waste, meaning any waste originating from an industrial site;
 - 5.1.2 any highly combustible or explosive waste or toxic material, including, without restricting the generality of the foregoing, such materials as fuels or lubricants, gun powder or bullets, dynamite, blasting caps, hot ashes, ignitable waste, motion picture film, toxic materials or radioactive materials;
 - 5.1.3 household hazardous waste or dangerous goods including solvents, oven cleaners, paints, automotive fluids, wet cell batteries, pesticides, herbicides, or any material commonly referred to as household, commercial or industrial hazardous waste;
 - 5.1.4 any compound that may be considered dangerous or hazardous under the provisions of any other legislation whether Provincial or Federal;
 - 5.1.5 compressed gas, fuel, propane or butane cylinders;

- 5.1.6 luminescent gas filled light tubes, unless such lights are pre-broken or encased in a container of sufficient size and strength to protect such tubes from breakage and thereby allowing safe handling;
 - 5.1.7 hypodermic needles, sharp objects or broken glass unless packaged in closed, secure, safety containers;
 - 5.1.8 pathogenic and biomedical waste;
 - 5.1.9 large or bulky items such as mattresses, box springs, furniture, major appliances, or auto and truck tires;
 - 5.1.10 electronic equipment including televisions, computers, computer monitors, keyboards, and associated cables;
 - 5.1.11 automotive parts including lead-acid batteries, scrap metal, oil filters, empty oil containers, tires, and automotive bodies;
 - 5.1.12 oil or other petroleum by-products;
 - 5.1.13 sawdust, unless in closed containers before placing in the Waste Roll Carts;
 - 5.1.14 construction or renovation materials, stumps, concrete blocks, or slabs;
 - 5.1.15 liquid wastes or sludge;
 - 5.1.16 commercial waste, meaning any waste originating from a place of business;
 - 5.1.17 animal waste including, dead animals, carcasses, offal, manure, kennel waste, animal parts or excreta, unless the animal excreta is packaged in a securely tied container before placing the waste in a Waste Roll Cart; or
 - 5.1.18 any other waste deemed to be prohibited from collection by the Collector, Chief Administrative Officer or Bylaw Enforcement Officer.
- 5.2 All other Refuse shall be deposited in the Waste Roll Cart but limited to the capacity of the Waste Roll Cart with the lid closed. No additional Refuse shall be collected over and above the capacity of the Waste Roll Cart unless otherwise designated by the Chief Administrative Officer.
- 5.3 All refuse material shall be drained and wrapped, and liquid waste shall be disposed of in sealed plastic bags and placed in the Waste Roll Carts.
- 5.4 No person shall directly or otherwise dispose of or permit any person to dispose of any explosive, inflammable, volatile, noxious, dangerous device, substance or thing in any waste receptacle or Waste Roll Cart.
- 5.5 No person shall directly or otherwise dispose of or permit any person to dispose of any hot ashes, burning matter, or unwrapped refuse in any waste container or Waste Roll Cart.
- 5.6 The Collector will not be responsible for picking up:
- 5.6.1 loose ashes or hot ashes;
 - 5.6.2 loose or bagged grass clippings, yard or garden waste, branches or items identified in Subsection 2.50 of this Bylaw.
- 5.7 Grass clippings, leaves and other yard waste will not be collected by the Collector and are to be brought over by the Householder to the Town Compost Site.

- 5.8 The Collector shall have no obligation to collect any materials not prepared or disposed of in the manner described in this Section.

6. COLLECTION, STORAGE LOCATIONS, AND SCHEDULING

- 6.1 The Collector shall provide one (1) 272 litre (65 gallon) Waste Roll Cart to all eligible dwellings. The Waste Roll Cart will be assigned to each property. The Collector will retain ownership of the Waste Roll Cart.
- 6.2 A Householder may request the provision of an additional Waste Roll Cart for Collection Service by contacting the Town at a cost to the Householder as described in Schedule "C" of this Bylaw.
- 6.3 All Waste Roll Carts will be fitted with covers, which must remain closed. The covers prevent residential refuse from spilling or blowing from the Waste Roll Carts and to prevent water or animals from entering.
- 6.4 No person shall allow residential refuse to spill over or accumulate on any roadway, street or adjoining public or private property. Every person will ensure that all residential refuse is kept within their Waste Roll Cart(s) at all times.
- 6.5 The Householder shall maintain all Waste Roll Cart(s) in a clean and sanitary condition at all times and shall not allow their Waste Roll Cart(s) to fall into disrepair or become noxious, offensive or dangerous to public health.
- 6.6 No person shall vandalize or willfully damage any Waste Roll Cart.
- 6.7 The Householder shall notify the Town of any lost, stolen, or damaged Waste Roll Carts and obtain a replacement by contacting the Town. The Town will consult with the Collector, and the Town will determine if the householder will be responsible to pay the cost for a new Waste Roll Cart as described in Schedule "C" of this Bylaw.
- 6.8 The Householder is responsible to leave the Waste Roll Cart(s) at the Dwelling at such time as the Householder vacates the premises.
- 6.9 For the purpose of performing their duties assigned to them any Collector or inspector shall have the right to enter yards at all convenient times between the hours of 7:00 A.M. to 5:00 P.M. on the day of collection as identified in Schedule "C".
- 6.10 The Householder shall place all Waste Roll Carts for the residence for collection:
- 6.10.1 prior to 7:00 A.M. on the collection day, but not earlier than 5:00 P.M. on the previous day;
 - 6.10.2 at the edge of the roadway adjacent to the residence with the wheels of the Waste Roll Cart in the gutter, unless the Chief Administrative Officer has specified an alternate location, in which case the Waste Roll Cart must be placed as directed by the Chief Administrative Officer;

- 6.10.3 with the lid to the Waste Roll Cart securely closed; and
- 6.10.4 with a minimum of 1.2 metre (4') clearance on all sides and above the Waste Roll Cart from any obstacle including parked vehicles, fences, other carts, etc., and are placed so as to allow unimpeded access of the collection grabber directly from the side of the collection truck out to the cart.
- 6.11 Waste Roll Carts must be removed from curbside by 9:00 P.M. the day of collection. Any materials not collected must be removed from curbside by 9:00 P.M. the day of collection unless rescheduling for the next day has occurred due to an unscheduled service interruption by the Collector.
- 6.12 No Waste Roll Cart shall, except when placed for collection, be located other than on the Householder's premises, and in particular no Waste Roll Cart shall be located so as to encroach on any Roadway, highway, boulevard, lane or public place except as expressly required by this Bylaw.
- 6.13 A Householder who is infirm or disabled may apply to the Chief Administrative Officer to have Refuse from the Residence collected from an area on the premises that is away from the roadway or location directed by the Chief Administrative Officer.
- 6.14 The Householder who has been approved for collection in accordance with Subsection 6.13 shall:
- 6.14.1 affix the approval issued by the Chief Administrative Officer to the Waste Roll Cart(s) for the Residence in a visible location;
- 6.14.2 station the Waste Roll Cart(s) and Recyclables from the Residence in a location visible from the roadway; and
- 6.14.3 permit Collectors to enter the premises for the purposes of Refuse collection.
- 6.15 In approved Multi-Family Complexes, Waste Roll Carts will be stored on private property and placed out for collection in such manner and location(s) as determined by the Town.
- 6.16 The Owner of a premises other than a Residence shall:
- 6.16.1 store Refuse in Waste Roll Carts or suitable private collection containers on the premises;
- 6.16.2 not place any Refuse from the premises for collection at a Residence; and
- 6.16.3 remove or cause to be removed, Refuse from the premises in a manner and at a frequency directed by the Chief Administrative Officer.
- 6.17 No Person shall place any Refuse intended to be emptied by automated machinery, than that Waste Roll Cart provided by the Collector.
- 6.18 The Householder shall place all Recyclable Materials for the residence for collection:
- 6.18.1 prior to 7:00 A.M. on the collection day, but not earlier than 5:00 P.M. on the previous day;
- 6.18.2 curbside, adjacent to the residence, unless the Chief Administrative Officer has specified an alternate location, in which case the Recyclable Materials must be placed as directed by the Chief Administrative Officer;

- 6.18.3 ensuring the Recyclable Materials are clean and free of any food residue, dirt, or other material that is not a Recyclable Material and placed in transparent blue bags;
 - i. shredded paper will be placed in separate transparent blue bags; and
- 6.18.4 in the case of corrugated cardboard:
 - i. securely bound with string or masking tape;
 - ii. collapsed or flattened; and
 - iii. not exceeding thirty-six inches by thirty-six inches (36" x 36"), or three feet by three feet (3' x 3') in size.
- 6.19 A Collector shall:
 - 6.19.1 collect refuse from Residences at a time and in a manner specified by the Chief Administrative Officer;
 - 6.19.2 return Waste Roll Carts to the same location from which they were collected;
 - 6.19.3 remove any Refuse that spills during the course of collection;
 - 6.19.4 not scavenge, pick through, sort over or in any other way interfere with the Refuse being collected; and
 - 6.19.5 for those Residences that have been approved for walk up collection in accordance with Subsections 6.13 and 6.14 of this Bylaw enter the premises to collect Refuse.
- 6.20 The days and times of Collection Service will be the days and times approved by the Chief Administrative Officer or their designate.
- 6.21 Except as otherwise specifically provided in this Bylaw, the collection, removal and disposal of Refuse shall be under the supervision of the Chief Administrative Officer or their designate.

7. RESTRICTIONS ON COLLECTION SERVICE

- 7.1 Collection Service will not be provided if:
 - 7.1.1 the Waste Roll Cart is not a proper Container supplied by or prescribed by the Collector;
 - 7.1.2 the lid on the Waste Roll Cart is not closed;
 - 7.1.3 material is hanging out of the Waste Roll Cart; there is loose or bagged Refuse not placed in the Waste Roll Cart;
 - 7.1.4 the Waste Roll Cart contains material(s) described in Section 5 of this Bylaw;
 - 7.1.5 the materials have not been prepared as described in Section 5 of this Bylaw;
 - 7.1.6 the Waste Roll Cart contains materials other than the materials permitted by the Town; or
 - 7.1.7 the Waste Roll Cart is not located as described in Section 6 of this Bylaw.

8. WASTE CONTAINERS, DISPOSAL SITES

- 8.1 All Persons utilizing the Compost Site will obey all signs, posted regulations and directions of site attendants, if applicable.

- 8.2 No person other than the lawful user, an authorized employee of the Town or the Collector shall open or disturb the contents of any Waste Roll Carts or blue bags or remove anything from Waste Roll Carts or blue bags, nor shall any other person handle, interfere with, or in any manner disturb any Refuse of any kind put out for collection or removal.
- 8.3 No person shall operate a vehicle in the Town while it is carrying Refuse or commercial or industrial waste unless the portion of the vehicle in which material is being carried is securely covered or the material is secured to prevent any part of such material from falling off, or out of, the vehicle while in transit.
- 8.4 No Person shall Park or permit to be Parked, any vehicle within 1.2 metre (4') of a Waste Roll Cart that has been set out, prior to the arrival of the Collector, in accordance with the provisions of Section 6 of this Bylaw.
- 8.5 No person shall place Refuse into the Waste Roll Cart or Commercial Bin of another Person.
- 8.6 No person, business or commercial entity shall construct a new building or facility without the provision of a Commercial Bin (at their own cost) on site to provide for the storage and removal of new construction waste, including that of Approved Building Material waste.
- 8.7 The Owner of every multiple family dwelling and the Owner of all commercial premises shall provide sufficient Waste Material receptacles to contain the normal Refuse generated from those premises during the period between collections.
- 8.8 Every Householder, proprietor, or other person shall dispose of Refuse upon the premises owned or occupied by them by placing or causing the same to be placed in a Waste Roll Cart maintained for that purpose, but not elsewhere.
- 8.9 Notwithstanding any other provision of this Bylaw, plastic bags of the type designed for the disposal of domestic Refuse shall be used for the disposal of Refuse under the following conditions:
- 8.9.1 Plastic bags containing Refuse shall be kept in a Waste Roll Cart for pickup on collection day.
- 8.10 No Person shall place or caused to be placed any Refuse in such a manner that it constitutes a nuisance.
- 8.10.1 For the purpose of this Section, Refuse constitutes a nuisance if it exhibits any of the following characteristics:
- i. a generally offensive odour;
 - ii. a generally offensive appearance;
 - iii. the production of excessive dust, dirt or smoke; or
 - iv. a risk to the health and safety of people;
 - v. attracting rodents, pests, birds and/or animals.

- 8.11 Subject to Section 6.11 and 6.12 except on collection day, all Waste Roll Carts shall be kept and maintained on the premises of the householder or proprietor, and any Waste Roll Cart located on any street in the Town other than on collection day will be in violation of this Bylaw and subject to a penalty as set out in Schedule “C” of this Bylaw.

9. RATES AND CHARGES, OPENING AND CLOSING OF ACCOUNTS

- 9.1 The Town under the provisions of this Bylaw provides for the collection and disposal of solid waste and the provision of recycling services within the Town of Legal as per Schedule “A” of this bylaw.
- 9.2 The rates and charges to be charged for Waste Collection Service, Recycling Service and for processing or disposal shall be as set out, and amended from time to time, in Schedule “C” of this Bylaw.
- 9.3 Waste Collection Service and Recycling Service charges will be billed in accordance with Schedule “C” of this Bylaw.
- 9.4 A Householder shall be responsible for all Fees and Charges from the date of ownership or occupancy of a Dwelling, whichever occurs first.
- 9.5 The Town of Legal requires that new utility account requests or changes for utility services, provided by the Municipality, be placed in the name of the Owner(s) registered on the property title only as per Alberta Land Titles.
- 9.5.1 In the event the property is being occupied by a Tenant, Property Manager, or other Person designated by the Property Owner other than the Owner, a duplicate copy of the utility bill, at the request of the Owner, shall be emailed, as per Schedule “B” and/or mailed to the Tenant, Property Manager, or other Person designated by the Property Owner. The account, however, shall remain the responsibility of the Property Owner. Schedule “A” Utility Billing Request Form, of the Town of Legal Water Bylaw as amended from time to time, will be completed and signed only by the Owner if a Tenant, Property Manager, or other Person designated by the Property Owner is requesting utility services provided by the Town.
- 9.5.2 A Utility Bill shall be mailed, or emailed as per Schedule “B”, to the Owner(s) and/or Tenant, Property Manager, or other Person designated by the Property Owner showing the current service charges and any penalty amounts owing, payment for the amount due shall be due and payable when the account is rendered with payment to be made to the Town at the office of the Chief Administrative Officer or at such other place as may be designated from time to time by the Council.
- 9.5.3 Notwithstanding this Section, the Owner remains the Account holder responsible for all debts incurred under that Account.
- 9.6 A Town of Legal utility account must be opened before Waste and Recycle Collection Services by the Town is provided.

- 9.7 That the Chief Administrative Officer or their designate shall have the right to determine into which classification any waste collection service belongs and the Chief Administrative Officer or their designates decision shall be final and binding on all persons concerned.
- 9.8 All Utility Bills will be due and payable when rendered by the Town and payments will be made at the address indicated on the Utility Bill or to an agent of the Town.
- 9.8.1 Payment can be made at the Town Office, the Householder's bank, pre-authorized payment plan or through online banking services. Credit card payments are not accepted.
- 9.8.2 A Householder is not relieved from paying Utility Charges by reason of non-receipt of a Utility Bill, whatever the reason for non-receipt.
- 9.9 That in the event a Utility Bill remains unpaid after the date fixed for payment, a penalty, as described in Schedule "C", will be added to the principal outstanding amount thereto and form part of the rates levied.
- 9.10 In the event that the utility bill remains unpaid by the following billing cycle (30 days for tenants, Property Managers, or other Persons designated by the Property Owner and 60 days for homeowners):
- 9.10.1 A letter of notice of disconnection will be included with the utility bill indicating payment of arrears is to be made to the Town within fourteen (14) calendar days and payment must be received by 12:00 P.M. (noon).
- 9.10.2 If the payment is not received by the Town on the date specified on the letter of notice of disconnection, a final notice for disconnection in the form of a door tag will be hand delivered to the property advising the homeowner that a payment due date of forty-eight (48) hours must be made by 12:00 P.M. (noon).
- 9.10.3 If payment is not received by the Town Office on the date specified on the final notice for disconnection (door tag), the utility services will be discontinued with no further notice.
- 9.10.4 As per Schedule "C" of this Bylaw, a reconnection fee along with the payment of arrears must be paid prior to reconnection of utility services to the property.
- 9.11 Any Utility Bill remaining unpaid under this Bylaw will constitute a debt owing to the Town and is recoverable by any or all of the following methods, namely:
- 9.11.1 by discontinuing any Waste and Recycle Collection Services being supplied to Owner without notice;
- 9.11.2 by collecting in a like manner as municipal rates and taxes;
- 9.11.3 by action in any court of competent jurisdiction.
- 9.12 The Chief Administrative Officer may cancel Waste and Recycle Collection Services to a Householder in the event that a Utility Bill remains unpaid as described in Section 9.10 of this Bylaw.

- 9.13 Commercial, industrial, institutional and multi-family facilities that make private arrangements for the collection and disposal of Refuse shall not be charged the Fees and Charges as described in Schedule "C" of this Bylaw.
- 9.13.1 Subject to Subsection 9.13 Waste Collection, removal and disposal from Commercial Facilities is the sole responsibility and expense of the owner or occupier of the premises.
- 9.14 Closing of Account:
- 9.14.1 A person wishing to close their account must make the request to the Town for the disconnection of service;
- 9.14.2 The Town may continue to levy Waste Collection and Recycle Service charges in accordance with this Bylaw until a Collection Service account is closed in accordance with the provisions of this Bylaw.
- 9.14.3 Utility Bills may be prorated in accordance with the actual number of days service is provided by the Town in the billing period.
- 9.14.4 Where a Utility Bill has been prepaid and Waste Collection and Recycle Service is discontinued, the Town will provide a refund on a prorated basis.
- 9.15 The power to do any of the things provided for in this Bylaw, for the purpose of enforcing payment of any Utility Bill as may be deemed necessary, is hereby delegated to the Chief Administrative Officer.
- 9.16 The user fee charges levied pursuant to this Section apply to all utility account holders, regardless of whether any Refuse or Recycling has been collected from the property by the Collector.

10. COMMERCIAL, INDUSTRIAL AND INSTITUTIONAL AREAS

- 10.1 Industrial wastes must be kept in an area blocked from Public view and stored in such a way that it does not become a public nuisance until such time as it is disposed of.
- 10.2 In certain circumstances where the Collector cannot provide the commercial and/or industrial waste pick up due to type of waste, physical size of the items, and quantity of waste, the Owners and/or occupants of the premises may obtain private commercial and/or industrial containers where contract for collection of refuse, rubbish or industrial waste.
- 10.3 Where waste containers are not accessible, the onus will be on the industry to arrange for disposal at an approved regional landfill.
- 10.4 The area immediately surrounding the premises, such as parking lots, sidewalks, etc. must be kept clean of litter.
- 10.5 Food service outlets which provide take out service of prepared foods must provide an outside refuse receptacle for the use of their patrons and which is separate and different from the one used for the refuse accumulated during the preparation and handling of the food.

- 10.6 The Council or the Chief Administrative Officer reserves the right to control the type and nature of Refuse and industrial waste on any industrial site.
- 10.7 Notwithstanding the provisions of Section 14 of this Bylaw, "Offences & Penalties", certain specific types of Refuse such as cardboard cartons on commercial premises may be disposed of by placing the same in a screened enclosure or container other than a waste receptacle where such a method of disposal has been approved in writing by the Council or their designated agents, and subject to any condition stipulated in such approval.

11. CONSTRUCTION ON DEVELOPMENT SITES

- 11.1 Contractors or Developers are responsible for disposal of their own building waste and construction debris (rubbish).
- 11.2 Debris on sites must be stacked on site so as not to cause a nuisance, fire hazard or injuriously affect the privacy of adjoining properties.
- 11.3 Debris on sites must be contained and not allowed to spill over or accumulate on any street, lane or property.
- 11.4 Contractors or Developers must ensure that any excavating soil and/or debris is not placed on the road or laneway without written permission from the Town. If permission is given, the contractor or developer is responsible for returning the lane or roadway to the previous condition by removal of soil or debris and cleaning the same in an expedient manner.

12. BURNING

- 12.1 No person shall burn, ignite, or cause to be burned or ignited any Refuse, Recyclable Materials or any other material or thing unless permission and approval has been granted from the local authority having jurisdiction (Fire Chief) or the Chief Administrative Officer.
- 12.2 Burning of paper and cardboard is not permissible within the limits of the Town.
- 12.3 Notwithstanding Subsection 12.1, it shall not be an offence under this Section to conduct:
 - 12.3.1 Barbecuing;
 - 12.3.2 Burning in a fireplace that is inside or attached to dwelling;
 - 12.3.3 Fires in contained campground firepits, picnic fireplaces, and stoves in parks and/or on private property in the Town of Legal;
 - 12.3.4 Brush may be burned within the Town after first obtaining permission from the local authority having jurisdiction (Fire Chief) or the Chief Administrative Officer.
 - 12.3.5 Burning of material shall comply to the Town's Land Use Bylaw and Fire Bylaw as amended from time to time.

13. SPRING OR FALL CLEANUPS

- 13.1 Council or its designate may at any time call for Spring or Fall Clean-Ups for special occasions.

- 13.2 The Town, at no extra charge to the residents, will provide these extra pick-ups where the provisions of this Bylaw are met (bagging, boxing, bundling, etc.).
- 13.3 Residents will be so advised of the special pick-ups by way of insertion of advice in the local newspaper, newsletter and/or utility billing at least fourteen (14) calendar days prior to the dates.
- 13.4 The Collector shall have the authority to refuse the pickups if it so deems that the items are too large, heavy, prohibited waste not acceptable to the regional landfill, are construed as Building Construction and Waste, and in such quantities that the Chief Administrative Officer or their delegate deems the pickup a misuse of the program and the Chief Administrative Officer or their designate shall advise the resident in writing of the misuse of the program.
- 13.5 In the event Section 13.4 applies, the Owner shall remove all items at the Owner's expense within seventy-two (72) hours of the date of the notice.

14. OFFENCE AND PENALTIES

- 14.1 The Chief Administrative Officer or their designate or Bylaw Enforcement Officers are hereby authorized to enforce the provisions of this Bylaw.
- 14.2 Any Person who contravenes a provision of this Bylaw is guilty of an offence and is liable to a penalty as set out in Schedule "C" of this Bylaw.
- 14.3 Notwithstanding section 14.2 of this Bylaw, any Person who commits a second or subsequent offence under this Bylaw within one (1) year of committing the first offence is liable to a fine of not less than nor more than double the amount as set out in Schedule "C" of this Bylaw.
- 14.4 A Person who is guilty of an offence under this Bylaw for which a penalty is not otherwise provided, is liable to a fine of not less than Two Hundred Dollars (\$200.00) and not more than Ten Thousand Dollars (\$10,000.00).
- 14.5 Under no circumstances will any Person contravening any provision of this Bylaw be subject to the penalty of imprisonment.
- 14.6 Nothing in this Bylaw will be construed as curtailing or abridging the right of the Town to obtain compensation for or to maintain an action for loss of or damage to property from or against the Person or Persons responsible.
- 14.7 In addition to any other remedy or penalty, the Chief Administrative Officer may refuse to collect Refuse from a Residence if the Householder of that Residence is in breach of this Bylaw.

15. VIOLATION TAG

- 15.1 A Bylaw Enforcement Officer is hereby authorized and empowered to issue a Violation Tag to any Person who the Bylaw Enforcement Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- 15.2 A Violation Tag may be issued to such Person:
- 15.2.1 personally;
 - 15.2.2 by registered mail sent to the postal address of the Person, as shown on the Tax Assessment Roll or on the Certificate of Title for the property; or
 - 15.2.3 by leaving it with a Person apparently over eighteen (18) years of age at the place of residency of the Person to whom the Violation Tag is addressed.
- 15.3 The Violation Tag will be in a form approved by the Chief Administrative Officer and will state:
- 15.3.1 the name of the Person to whom the Violation Tag is issued;
 - 15.3.2 the description of the offence and applicable Bylaw section;
 - 15.3.3 the appropriate penalty for the offence as specified in Schedule "C" of this Bylaw;
 - 15.3.4 that the penalty will be paid within thirty (30) days of the issuance of the Violation Tag in order to avoid prosecution;
 - 15.3.5 any other information as may be required by the Chief Administrative Officer.
- 15.4 Where a contravention of this Bylaw is of a continuing nature, further Violation Tags may be issued by the Bylaw Enforcement Officer, provided however, that no more than one (1) Violation Tag will be issued for each day that the contravention continues.
- 15.5 Where a Violation Tag is issued pursuant to this Bylaw, the Person to whom the Violation Tag is issued may, in lieu of being prosecuted for the offence, pay to the Town the penalty specified on the Violation Tag.

16. VIOLATION TICKET

- 16.1 In those cases where a Violation Tag has been issued and if the penalty specified on a Violation Tag has not been paid within the prescribed time, then a Bylaw Enforcement Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to Part II of the *Provincial Offences Procedure Act, RSA 2000, c. P-34*, as amended or repealed and replaced from time to time.
- 16.2 Notwithstanding Section 16.1 of this Bylaw, a Bylaw Enforcement Officer is hereby authorized and empowered to immediately issue a Violation Ticket pursuant to Part II of the *Provincial Offences Procedure Act, R.S.A. 2000, c. P-34*, as amended or repealed and replaced from time to time, to any Person who the Bylaw Enforcement Officer has reasonable grounds to believe has contravened any provision of this Bylaw.
- 16.3 Where a Violation Ticket has been issued to a Person pursuant to this Bylaw, that Person may plead guilty to the offence by submitting to a Clerk of the Provincial Court, the

specified penalty set out on the Violation Ticket at any time prior to the appearance date indicated on the Violation Ticket.

16.4 Notwithstanding Section 16.3, for any offence of this Bylaw the Bylaw Enforcement Officer has the discretion to require a mandatory court appearance by the Person to whom the Violation Ticket was issued.

16. SUMMARY CONVICTIONS

16.1 Any person violating any of the provisions of this Bylaw or any other person responsible for such violation of the said Bylaw, shall be liable for the offence and penalties as specified in Schedule "C" of this Bylaw.

17. SEVERABILITY

17.1 Should any provision of this Bylaw be invalid then such provision shall be severed and the remaining Bylaw shall be maintained.

18. GENERAL

18.1 Nothing in this Bylaw will operate to relieve any Person from complying with any Federal, Provincial or other Town of Legal law, order, regulation or bylaw.

18.2 Bylaw #08-2023 is hereby repealed.

THIS BYLAW WILL COME INTO EFFECT UPON RECEIVING THIRD READING.

READ A FIRST TIME THIS _____ DAY OF _____, 20____.

Mayor

Chief Administrative Officer

READ A SECOND TIME THIS ____ DAY OF _____, 20____.

Mayor

Chief Administrative Officer

READ A THIRD TIME THIS _____ DAY OF _____, 20____.

Mayor

Chief Administrative Officer

10.3

SCHEDULE "A"

COLLECTION SERVICES AND RECYCLING SERVICE ELIGIBILITY GUIDELINES AND LIST OF MATERIALS ACCEPTED FOR RECYCLING ("Recyclable Materials")

1.1 Eligibility Provision:

- 1.1.1 Compulsory Service: Household within the Urban Service Area who receive a water and/or sewer Utility Bill from the Town will receive Waste Collection and Recycle Collection Services automatically and an account will be established and effective as of the date of ownership or occupancy whichever first occurs. This excludes Institutional and Commercial Facilities.
- 1.1.2 Utility Account: Owners within the Urban Service Area who do not receive a water and/or sewer Utility Bill from the Town may apply for Waste Collection and Recycle Collection Services in accordance with Part 9 of this Bylaw.

2.1 List of Materials Accepted for Recycling

- 2.1.1 "Clean Plastic Containers" means a designated type of Recyclable Materials including aluminum, steel and tin cans, milk cartons and tetra packs, and rigid plastic containers (#1-7), such as plastic bottles with twist off tops, yogurt containers, margarine containers or other similar material designated by the Chief Administrative Officer from time to time; and
- 2.1.2 "Paper Materials" means a designated type of Recyclable Material including office paper, corrugated cardboard, newsprint, box board, magazines, catalogues, flyers, cereal boxes, telephone or other soft cover books, paper egg cartons, shredded paper or other similar material designated by the Chief Administrative Officer from time to time.

SCHEDULE "B"

UTILITIES EMAIL REQUEST FORM

If you wish to receive your utility bill by email only, please complete this form and return to the Town of Legal Office:

NAME: _____	UTILITY ACCOUNT: _____
CIVIC ADDRESS: _____	PHONE NUMBER: _____
LEGAL, AB T0G 1L0	ALTERNATE PHONE #: _____
OWNER/OCCUPIER EMAIL ADDRESS: _____	

- Please note that if there are any changes to the email address, it is the responsibility of the Owner and/or Occupier to inform the Town accordingly.
- A Consumer is not relieved from paying Utility Charges by reason of non-receipt of a Utility Bill, whatever the reason for non-receipt, as per the bylaws of the Town of Legal.
- Payment due dates do not change. Penalties still apply if payment is late for any reason.

AUTHORIZATION:

I agree that I wish to receive my utility bill via email only and that I will inform the Town of Legal if this email address is no longer valid.

NAME OF APPLICANT (Please Print)

SIGNATURE OF APPLICANT

DATE

The information on this form is collected under the authority of Section 33 (c) of the Freedom of Information and Protection of Privacy Act (FOIP), Revised Statutes of Alberta 2000, Chapter F-25, and is used solely for purposes relating to utility accounts with the Town of Legal.

SCHEDULE "C"

WASTE AND RECYCLE COLLECTION RATES

WASTE COLLECTION SERVICES

The bi-monthly cost of waste collection from dwellings, multiple dwellings, commercial, industrial and institutional properties within urban service areas of the Town shall be levied as follows, and the Council may amend from time to time:

Waste Collection: One (1) pick-up per week
Entire Town: Thursdays

Residential:

	Charge	Application
Per 65 Gallon Waste Roll Cart	\$30.00	Bi-monthly, per cart
Per 65 Gallon Waste Roll Cart	\$15.00	Monthly Billing, per cart (Tenants, Property Managers, or other Persons designated by the Property Owner)
2 nd and Additional 65 Gallon Waste Roll Cart(s)	\$9.00	Monthly, per cart
Replacement Waste Roll Cart	\$100.00	Per Cart

Commercial and Institutional:

	Charge	Application
6 yd bin	\$337.74	Per bin, bi-monthly
6 yd bin	\$168.87	Per bin, monthly (Tenants, Property Managers, or other Persons designated by the Property Owner)
4 yd bin	\$225.16	Per bin, bi-monthly
4 yd bin	\$112.58	Per bin, monthly (Tenants, Property Managers, or other Persons designated by the Property Owner)
2 yd bin	\$112.58	Per bin, bi-monthly
2 yd bin	\$56.29	Per bin, monthly (Tenants, Property Managers, or other Persons designated by the Property Owner)

Late Payment Penalty: 10% per month

Waste Disposal Site (Roseridge Waste Management Services Commission):

	Charge	Application
Residential Landfill Disposal Permit	\$5.00	For up to 1,000 kg (2,200 lbs) per calendar year (January to December), excluding

		commercial, industrial and institutional properties
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2025 Overage fees as reported by Roseridge Waste Management Services Commission:

	Charge	Application
Overage Fees - 1,001 kg - 2,500kg	\$43.32 \$44.19	Per 1,000 kg (2,200 lbs) per calendar year (January to December)
Overage Fees - 2,501 kg and over	Fees specified by Roseridge Waste Management Services Commission	Charged directly to user by Roseridge Waste Management Services Commission on location at waste disposal site at time of waste disposal

Commercial, industrial, and institutional properties must contact Roseridge Waste Management Services Commission to set-up an account to access the landfill.

RECYCLE COLLECTION SERVICES

The bi-monthly cost of recycle collection from dwellings, multiple dwellings, commercial, industrial and institutional properties within urban service areas of the Town shall be levied as follows:

Recycle Collection: One (1) pick-up per week (as in agreement with the contracted company)
Entire Town: Tuesdays

Residential:

	Charge	Application
Residential Dwelling	\$7.00	
Residential Dwelling	\$3.50	Monthly Billing (Tenants, Property Manager, or other Person designated by the Property Owner)
Apartments	\$7.00	Each apartment
Senior Citizen Lodge	\$10.00	
Schools	\$10.00	
5002 50 Ave	\$35.00	5 residential
4811 47 St	\$10.00	Per unit
4807 47 St	\$5.00	Per unit
5015 48 St	\$49.00	7 residential

Commercial:

	Charge	Application
Commercial	\$10.00	Per store or office
Community Hall	\$30.00	
4727 50 Ave.	\$34.00	2 commercial, 2 residential
4743 50 Ave.	\$10.00	

4925 50 Ave	\$44.00	3 commercial, 2 residential
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Late Payment Penalty: 10% per month

Penalties:

VIOLATIONS	SECTION	1ST OFFENCE	2ND & SUBSEQUENT OFFENCE
Improper Waste Receptacles and/or bundling, bagging	5, 7, 8.9	\$100.00	\$200.00
Prohibited Waste	5.1	\$500.00	\$1,000.00
Not keeping refuse confined	6.4	\$100.00	\$200.00
Improper location of Waste Roll Cart(s)	6.10, 6.11	\$100.00	\$200.00
Improper storage of Containers (not on private property or in view from a roadway, highway, boulevard, lane or public property)	6.12	\$100.00	\$200.00
Illegal Dumping within the Town of Legal	6.16.2, 6.17, 8.5	\$200.00	\$400.00
Parking a vehicle within one (1) meter of a Waste Roll Cart	8.4	\$100.00	\$200.00
Food Outlets not supplying Receptacles	10.5	\$200.00	\$400.00
Construction Sites not disposing properly	11	\$200.00	\$400.00
Igniting waste or materials	12.1	\$200.00	\$400.00
Person who is guilty of an offence not otherwise subject to a specified penalty pursuant to this Bylaw	14.4	\$200.00	\$10,000.00

10.3

TOWN OF LEGAL

Report to Council

- Request for Decision
- Request for Direction
- For Council Information

Meeting:	Regular Council
Meeting Date:	December 16, 2024
Presented By:	Robert Proulx, Chief Administrative Officer
Title:	Town of Legal West and South Water Supply Agreements
Agenda Item No:	10.4

BACKGROUND / PROPOSAL:

Part 17.2 of the Municipal Government Act requires municipalities to work through the Intermunicipal Collaboration Framework (ICF) process. During this process, the Town of Legal raised an opportunity to reexamine the existing Water Supply Agreements with Sturgeon County.

The Town of Legal and Sturgeon County entered into Water Supply Agreements in 1994 and 1995. These agreements allow Sturgeon County residents living along the south transmission waterline and residents living west of the Town of Legal to connect to Legal's water infrastructure for domestic use.

The current agreements outline water volume allowances, communication protocols, and financial contributions, ensuring Sturgeon County residents have access to water while safeguarding the Town of Legal's assets and water supply.

The "Legal West" and "Legal South" Water Supply Agreements have long expired, presenting an opportunity to address concerns about clarity and financial contributions. Over the past year, the Town of Legal and Sturgeon County have worked with legal counsel to update and amend the Water Supply Agreements.

A detailed summary of the agreement terms is attached, along with the proposed amended agreements.

Administration is recommending that Council authorize the Mayor and Chief Administrative Officer to sign the of the Water Supply Agreements with Sturgeon County.

10.4

DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

While many of the existing principles will remain the same, there are some amendments to help with transparency and cost recovery:

Notable amendments include:

- Monthly meter reading reporting to the Town, which will support water supply analysis, thresholds, and early leak identification.
- Base rate increases consistent with full cost recovery of partially shared asset replacement.
- For “Legal West” customers, water rates will match those of Town residents. Customers on this system will not see a rate increase, as it is absorbed in Sturgeon County’s 2023 Cost of Service Study analysis.
- For “Legal South” customers, there will be a nominal rate increase (\$0.24/m³) and a year-to-year connection fee aligning with current market conditions. Like the Legal West system, the rate increase will be included in Sturgeon County’s overall expenses and will aid the Town of Legal with capital improvements of their upstream booster station as a prorated amount.
- The “Legal West” agreement will have a 5-year term, renewable until Alberta Utilities Commission (AUC) resolution, while the “Legal South” agreement allows for 10-year renewals, as previously resolved by the AUC.

STRATEGIC ALIGNMENT

Strong Partnerships and Advocacy

- Work with the County to identify opportunities to enable development where possible

Strategic Priority: Continue to collaborate with regional partners to create more opportunities for service delivery and economic growth.

- Engage with the County to identify opportunities to exploit the Intermunicipal Collaboration frameworks to increase economic development

COSTS / SOURCE OF FUNDING (if applicable):

Sturgeon County will contribute \$0.24 per cubic meter to the Town of Legal under the 'Legal South' Water Supply Agreement (based on monthly metered sales) to support the operations and maintenance of the Town of Legal’s booster station.

RECOMMENDED ACTION (by originator):

It is recommended that Council authorize the Mayor and Chief Administrative Officer to sign the Legal West Water Supply Agreement.

It is recommended that Council authorize the Mayor and Chief Administrative Officer to sign the Legal South Water Supply Agreement.

Initials show support – Reviewed by:

CAO: Original Signed - RP

TERM SHEET- LEGAL WEST WATERLINE AGREEMENT

1. Description	<p>The purpose of this document is to summarize the key terms and conditions of the proposed water supply agreement between the Town of Legal (the “Town”) and Sturgeon County (the “County”) in relation to the water distribution lines from the Town extending north to the Connection Point at the west boundary between the Town and County, from which water is provided to residents of the County (the “Waterline”).</p> <p>This term sheet is not legally binding on either the Town or the County, and is prepared for the purpose of negotiating a final, binding form of agreement based on the terms set out herein (the “Agreement”).</p>
2. Supply of Water	<p>The Town will supply water to the County through the Waterline to the water main and valve on the road allowance on Highway 651 on the border between the Town and County adjacent to the parcel legally described as SE-26-57-25-W4 (the “Connection Point”).</p> <p>The Town is responsible for ensuring the water supplied to the Connection Point will be at same pressure and to the same standards as the water the Town provides to its own local customers, in compliance with all applicable laws, regulations and health standards. The County acknowledges that the water supplied to the Connection Point will not provide sufficient capacity and pressures for fire flows.</p> <p>The Town agrees to supply the County with up to 100 cubic meters per day of water from the Waterline, or such additional amount as may be agreed upon by the Parties from time to time (the “Volume Restriction”). In the event the County exceeds the Volume Restriction, the County shall promptly take steps to reduce such consumption, failing which the Town may take steps to reduce the supply of water to the Connection Point, without limitation to its right to recover any costs for such excess usage as described below.</p>
3. Morinville Regional Water Line Agreement	<p>The water supplied by the Town shall be subject to the Town’s receipt of sufficient quantities set out in the Water Supply Agreement between the Town, the County and the Town of Morinville (the “Tri Party Agreement”). In the event of any shortfall in the water received by the Town, any shortfall shall be shared on a pro rata basis as between the Town and the County.</p> <p>Although the County is a party to the Tri Party Agreement, it is understood that the volumes and flows of water provided to the County by the Town pursuant to the terms of this Agreement shall form a part of the Town’s water allocation from the Morinville Regional Water Line under the Tri Party Agreement.</p> <p>Notwithstanding the foregoing, it is understood that if the County draws water in excess of the Volume Restriction from the Waterline, and such excess causes the Town to pay a Capacity Lease Fee under the terms of the Tri Party Agreement, Sturgeon shall be responsible for reimbursing the Town for any such Capacity Lease Fee attributable to the excess usage by the County.</p>
4. Waterline Ownership and Responsibility	<p>The Town will own and be solely responsible for the operation and maintenance of the Waterline, including the 6” valve and valve box, within the Town’s boundaries up to the Connection Point (the “Town Portion of the Waterline”). The Town shall be responsible for</p>

TERM SHEET- LEGAL WEST WATERLINE AGREEMENT

	<p>all applicable permits, licenses and other approvals to operate the Town Portion of the Waterline.</p> <p>The County will own and be responsible for the operation and maintenance of that portion of the Waterline within the County’s boundaries up to and including the Connection Point and related apparatus including the master meter chamber and vault (the “County Portion of the Waterline”). The County shall be responsible for all applicable permits, licenses and other approvals to operate the County Portion of the Waterline.</p> <p>The Connection Point and details relating to the Waterline are shown in the as-builts of the Waterline attached as Schedule “A” to this Agreement.</p> <p>Each Party shall provide the other with reasonable assistance with any obtaining, maintaining, renewing or amending any permits, licenses or other approvals each Party requires to allow for the operation of the Waterline in accordance with the Agreement. Each Party shall promptly advise the other of any defect, deficiency or failure in the Waterline, whether or not such defect, deficiency or failure relates to the portion of the Waterline for which it is responsible under this Agreement.</p> <p>Notwithstanding that the County is the owner and responsible for maintenance of the Connection Point including the meter vault, the Town shall have the right to inspect the meter from time to time upon request to the County, acting reasonably. The Town shall also have the right to request that the meter be recalibrated or tested, provided that if the County disputes the need for such recalibration or testing and the results of such testing confirm that the meter was working properly, the Town shall be responsible for the costs of such recalibration or testing. Except for the foregoing, the costs of all maintenance, monitoring and repair of the Connection Point remains the responsibility of the County unless directly arising from any negligence or wrongful act of the Town or its employees, agents or contractors.</p>
5. County Customers and Connections	<p>The Town agrees that the County may continue to provide water through the Waterline to those parties currently connected to the County Portion of the Waterline. The County will be responsible for managing any new connections to the County Portion of the Waterline, subject to the Volume Restriction and payment of any applicable connection fee as described below.</p> <p>All such parties connected or to become connected to the County Portion of the Waterline are referred to herein as the “County Customers”. The County shall be solely responsible for connections to the County Portion of the Waterline and for collecting payments from any County Customers as set out below.</p>
6. Rates and Billing	<p>The Town shall charge the County for the Water at the same rate it charges its own customers of the Waterline. As of the date of this term sheet, such rate is based on a minimum monthly charge of \$37.25 for up to 4.5m³ of water, with additional consumption of water in excess of 4.5m³ charged at a rate of \$1.52/m³ (collectively, the “Water Rate”). The Town agrees that the Water Rate shall not change without first providing at least ninety (90) days’ prior written notice to the County.</p>

TERM SHEET- LEGAL WEST WATERLINE AGREEMENT

	<p>The County will be entitled to collect from the County Customers the Water Rate, plus any administrative fees or mark-up the County deems fit in its sole discretion. The County shall be solely responsible for the calculation and collection of fees from County Customers, and notwithstanding any failure to collect shall remain responsible for payment of the Water Rate to the Town.</p> <p>The County will read the meters of each County Customer on a monthly basis, and provide a monthly report to the Town showing the number of connections and volume of water consumed for each connection. Based on such information, the Town shall prepare a monthly invoice to the County reflecting that number of connections and volumes at the Water Rate, and such invoice shall be payable by the County within thirty (30) days of receipt from the Town.</p>
7. Term	<p>Term of five (5) years. The Parties agree to review the Agreement at least one year prior to the expiry of the Term to negotiate any renewal or extension of the Agreement.</p>
8. Termination	<p>The Agreement may be terminated by the Town if the County is in material default of its obligations under the Agreement and fails to cure within 30 days of notice of such default or, if such default is not reasonably capable of being remedied within 30 days, if the County has not promptly commenced to remedy such default following its receipt of a default notice and thereafter is not proceeding with diligence and good faith to remedy such default as soon as reasonably practicable.</p> <p>The Agreement may be terminated by the County if the Town is in material default of its obligations under the Agreement and fails to cure within 30 days of notice of such default or, if such default is not reasonably capable of being remedied within 30 days, if the Town has not promptly commenced to remedy such default following its receipt of a default notice and thereafter is not proceeding with diligence and good faith to remedy such default as soon as reasonably practicable.</p> <p>The Agreement may also be terminated by either party without cause by providing at least two (2) years advance written notice to the other party. In the event of any such termination, the Parties agree to work together in good faith to help facilitate any transition for County customers dependent upon the Waterline.</p> <p>Any termination by either Party shall be subject to the dispute resolution provisions set out below.</p>
9. Town Reps, Warranties and Covenants	<p>In addition to standard representations, warranties and covenants, the Town will represent, warrant and covenant to County that:</p> <ul style="list-style-type: none"> - the Water will meet the minimum water quality specifications required by applicable law; - it will enforce all of its rights under the Tri Party Agreement to secure water for the Waterline; - the County as a water customer of the Town shall at all times be treated in a fair and nondiscriminatory manner by the Town;

TERM SHEET- LEGAL WEST WATERLINE AGREEMENT

	<ul style="list-style-type: none">- The Town possesses and will maintain all necessary licenses, permits and approvals to satisfy its obligations under the Agreement; and- it will perform regular tests of and perform preventative maintenance procedures for all key equipment.
10. County Reps, Warranties and Covenants	<p>In addition to standard representations, warranties and covenants, the County will represent, warrant and covenant to County that:</p> <ul style="list-style-type: none">- the County will ensure the Connection Point is in proper working condition;- the County will not install any booster pumps, stations, facilities or any pressure boosting equipment that will affect the available pressure in the County Portion of the Waterline- the County possesses and will maintain all necessary licenses, permits and approvals to satisfy its obligations under the Agreement; and- it will perform regular tests of and perform preventative maintenance procedures for all key equipment.
11. Indemnity	<p>Each party shall indemnify the other party for any damages or costs arising out of:</p> <ul style="list-style-type: none">- the negligence or willful actions of such Party and its agents, employees and representatives; or- a breach of the agreement by such Party.
12. Dispute Resolution	<p>Any dispute in relation to the Agreement will be dealt with pursuant to the Dispute Resolution process set out in the Intermunicipal Collaboration Framework Agreement between the Parties.</p>

10.4

TERM SHEET- SOUTH WATERLINE AGREEMENT

1. Description	<p>The purpose of this document is to summarize the key terms and conditions of the proposed water supply agreement between the Town of Legal (the “Town”) and Sturgeon County (the “County”) in relation to the water distribution lines including the water booster pumphouse located in the Town of Morinville, between the Town of Morinville and the Town, from which water is provided to residents of the County for connection by specified County ratepayers (the “Waterline”).</p> <p>This term sheet is not legally binding on either the Town or the County, and is prepared for the purpose of negotiating a final, binding form of agreement based on the terms set out herein (the “Agreement”).</p>
2. Supply of Water	<p>The Town will supply water for through the Waterline to County customers connecting to the Waterline as described below (the “Connection Points”).</p> <p>The Town cannot guarantee pressure through the Waterline at all times, so County customers will be encouraged to have adequate cistern or balancing tanks in place, sized to allow for 2-3 days’ consumption should there be a drop in pressure or other disruption.</p> <p>The Town is responsible for ensuring the water supplied to the Connection Points will be to the same standards as the water the Town provides to its own local customers, in compliance with all applicable laws, regulations and health standards. The County shall ensure flow restrictors are in place for all of the Connection Points to ensure the volume restrictions set out above are not exceeded in the normal course.</p>
3. Authorized Customers	<p>The Connection Points and flow of water described above shall be available to the specified properties described in a Schedule to the Agreement, which were the lands that granted a right-of-way to the Town to allow for the construction of the Waterline (the “Authorized Customers”).</p> <p>Any request by an owner of land in the County to connect to the Waterline other than the identified Authorized Customers shall be subject to the prior approval of the Town and the County, on terms to be negotiated with respect to the applicable rates and terms paid by any such party other than the Authorized Customers.</p>
4. Morinville Regional Water Line Agreement	<p>The water supplied by the Town shall be subject to the Town’s receipt of sufficient quantities set out in the Water Supply Agreement between the Town, the County and the Town of Morinville (the “Tri Party Agreement”). In the event of any shortfall in the water received by the Town, any shortfall shall be shared on a pro rata basis as between the Town and the County.</p> <p>Although the County is a party to the Tri Party Agreement, it is understood that the volumes and flows of water provided by the Town pursuant to the terms of this Agreement shall form a part of the Town’s water allocation from the Morinville Regional Water Line under the Tri Party Agreement.</p>

TERM SHEET- SOUTH WATERLINE AGREEMENT

<p>5. Waterline and Connection Point Ownership and Responsibilities</p>	<p>The Town will own and be solely responsible for the operation and maintenance of the Waterline. The Town shall be responsible for all applicable permits, licenses and other approvals to operate the Waterline.</p> <p>The Town will also own the laterals connecting to the Waterline within the Town’s right of way area, provided that the County agrees to operate and maintain those laterals on behalf of the Town. The County will also be responsible for maintaining all other infrastructure associated with the Connection Points, including all meters, valves, flow restrictors and back flow preventers as further specified in a Schedule to the Agreement outlining the specific service connection requirements.</p> <p>Upon the County receiving a request by any party other than an Authorized Customer to connect to the Waterline, then where the Parties both agree to such connection and subject to any other terms or conditions agreed upon by the Parties as set out in section 3:</p> <ul style="list-style-type: none">• The County will collect from the new customer a connection fee of \$5,000.00 (the “Connection Fee”). The Connection Fee may be amended by the Town, which will provide advance notice to the County annually regarding any changes to the Connection Fee;• The County will review the application, and assuming it meets the applicable requirements under this Agreement and applicable County bylaws, the County will forward the application to the Town for review and approval;• Upon such approval by the Town, the Connection Fee will be paid to the Town;• The County will then be responsible for completing all work associated with the Connection Points, and will notify the Town once complete to allow the Town an opportunity to inspect the Work; and• The County will also provide the Town with as-built plans confirming such work. <p>The County will also be entitled to collect and recover from the Authorized Customer any charges or costs associated with constructing the connection, as may be applicable under County bylaws.</p> <p>Notwithstanding the foregoing, where an Authorized Customer seeks to connect to the Waterline, the above process will be modified such that the Connection Fee for an Authorized Customer will be \$2,029.00, which will be split between the Authorized Customer, the County and the Town on an equal 1/3 basis.</p> <p>The County shall notify the Town in advance of any maintenance of the Connection Points which may affect or impact on the Waterline. Each Party shall promptly advise the other of any defect, deficiency or failure in the Waterline or any Connection Point.</p> <p>Notwithstanding that the County is the owner and responsible for maintenance of the Connection Points, the Town shall have the right to inspect the Connection Points from time to time upon request to the County, acting reasonably. The Town shall also have the right to request that any water meters be recalibrated or tested, provided that if the County disputes the need for such recalibration or testing and the results of such testing confirm that the meter was working properly, the Town shall be responsible for the costs of such recalibration</p>
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TERM SHEET- SOUTH WATERLINE AGREEMENT

	<p>or testing. Except for the foregoing, the costs of all maintenance, monitoring and repair of the Connection Point remains the responsibility of the County unless directly arising from any negligence or wrongful act of the Town or its employees, agents or contractors.</p>
6. Rates and Billing	<p>The Town shall charge the County for the Water at a rate equal to its current rate for regional customers (currently \$1.01/m³) plus a surcharge of \$0.24/m³ to account for Legal's operations and maintenance costs associated with the Waterline (the "Water Rate").</p> <p>The Town and County agree to continue investigating operations and maintenance costs associated with the Legal Booster Station and negotiating potential additional rates that could be included for customers of the Waterline, within two years of executing the Agreement.</p> <p>The County shall then be entitled to charge and collect from the County Customers the Water Rate, plus any administrative fees or mark-up the County deems fit in its sole discretion. The County shall be solely responsible for the calculation and collection of fees from County Customers, and notwithstanding any failure to collect shall remain responsible for payment of the Water Rate to the Town.</p> <p>The County shall measure the volume of water on a monthly basis at the Connection Points and report such volumes to the Town. Based on such information, the Town shall prepare a monthly invoice to the County for such volume at the Water Rate, and such invoice shall be payable by the County within thirty (30) days of receipt from the Town.</p> <p>In addition to the Water Rate, Authorized Customers not yet connected to the Water Line will be required to pay the Connection Fee and any costs associated with construction of the connection as described in section 5 above.</p>
7. Term	<p>Initial term of ten (10) years which shall automatically renew for additional term of ten (10) years unless: (i) the County is in material default of its obligations under the Agreement; or (ii) County provides written notice not less than 180 days prior to the expiry of the current term that it does not wish to renew the Agreement for an additional term.</p>
8. Termination	<p>The Agreement may be terminated by the Town if the County is in material default of its obligations under the Agreement and fails to cure within 30 days of notice of such default or, if such default is not reasonably capable of being remedied within 30 days, if the County has not promptly commenced to remedy such default following its receipt of a default notice and thereafter is not proceeding with diligence and good faith to remedy such default as soon as reasonably practicable.</p> <p>The Agreement may be terminated by the County if the Town is in material default of its obligations under the Agreement and fails to cure within 30 days of notice of such default or, if such default is not reasonably capable of being remedied within 30 days, if the Town has not promptly commenced to remedy such default following its receipt of a default notice and thereafter is not proceeding with diligence and good faith to remedy such default as soon as reasonably practicable.</p>

TERM SHEET- SOUTH WATERLINE AGREEMENT

	Any termination by either Party shall be subject to the dispute resolution provisions set out below.
9. Town Reps, Warranties and Covenants	<p>In addition to standard representations, warranties and covenants, the Town will represent, warrant and covenant to County that:</p> <ul style="list-style-type: none">- the Water will meet the minimum water quality specifications required by applicable law;- it will enforce all of its rights under the Tri Party Agreement to secure water for the Waterline;- the Authorized Customers as water customers of the Town shall at all times be treated in a fair and nondiscriminatory manner by the Town;- The Town possesses and will maintain all necessary licenses, permits and approvals to satisfy its obligations under the Agreement; and- it will perform regular tests of and perform preventative maintenance procedures for all key equipment.
10. County Reps, Warranties and Covenants	<p>In addition to standard representations, warranties and covenants, the County will represent, warrant and covenant to County that:</p> <ul style="list-style-type: none">- the County will enforce its rights with Authorized Customers to help ensure the Connection Points are in proper working condition; and- the County possesses and will maintain all necessary licenses, permits and approvals to satisfy its obligations under the Agreement.
11. Indemnity	<p>Each party shall indemnify the other party for any damages or costs arising out of:</p> <ul style="list-style-type: none">- the negligence or willful actions of such Party and its agents, employees and representatives; or- a breach of the agreement by such Party.
12. Dispute Resolution	Any dispute in relation to the Agreement will be dealt with pursuant to the Dispute Resolution process set out in the Intermunicipal Collaboration Framework Agreement between the Parties.

10.4

WEST WATERLINE WATER SUPPLY AGREEMENT

MEMORANDUM OF AGREEMENT entered into this ___ day of _____, 2024.

BETWEEN:

TOWN OF LEGAL

(hereinafter referred to as the "Town")

-and-

STURGEON COUNTY

(hereinafter referred to as the "County")

WHEREAS the Town owns and operates the Waterline (as hereinafter defined);

AND WHEREAS the County wishes to purchase water from the Town for delivery to the County's residents and the Town wishes to sell and deliver water to the County as set forth herein;

AND WHEREAS the parties wish to set out their respective duties and obligations with respect to the supply of water from the Town to the County via the Waterline;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT the parties hereto, in consideration of the mutual covenants and agreements hereinafter set-forth, covenant and agree with each other, as follows:

1. Definitions

1.1 In this Agreement:

- (a) **"Agreement"** means this Water Supply Agreement and the schedules attached hereto, together with such amendments, extensions and renewals as may be evidenced in writing and executed by the parties from time to time;
- (b) **"Authorized Customer"** means an owner of those lands in the County that have been approved to connect to the Waterline, as determined by County from time to time;
- (c) **"Best Efforts"** means in relation to the performance obligation, efforts that are sensible and practical and involve the exercise of reasoned and sound judgment, having regard to all of the relevant circumstances;
- (d) **"CAO"** means the Chief Administrative Officer of the respective party;
- (e) **"Connection Point"** means the water main and valve on the road

allowance on Highway 651 on the border between the Town and County adjacent to the parcel legally described as SE-26-57-25-W4;

- (f) **"Customer Connection"** means any physical connection to the Waterline whereby any source of raw water or non-potable water supply becomes connected to a County resident's waterline;
- (g) **"Force Majeure"** "means any cause not reasonably within the relevant party's control and will include, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightening, earthquakes, storms, floods, high waters, washouts, inclement weather, orders or acts of civil or military authorities, civil disturbances, or any other causes, whether of the kind herein enumerated or otherwise, not within the reasonable control of the party and which, by the exercise of due diligence, the party is unable to overcome, provided that lack of funds shall not be a cause beyond control;
- (h) **"Interest"** means the amount calculated on a sum owing under this Agreement, being 2.5% per month (equivalent to 30% annually), calculated from and including the date upon which the sum became due and owing, to but excluding the date of unconditional payment;
- (i) **"Intermunicipal Collaboration Framework Agreement"** means the Intermunicipal Collaboration Framework agreement between the Town and County, as required under the *Municipal Government Act*, as may be amended or replaced from time to time;
- (j) **"Rate"** means the fixed fees and/or fees charged per volume of water supplied by the Town as set out in **Schedule "B"** and in accordance with the Town's Rate Schedule, as amended or replaced from time to time;
- (k) **"Term"** "means the term of this Agreement being a period of Five (5) years commencing on the date hereof and expiring as of the end of the day on _____, 2029;
- (l) **"Town's Rate Schedule"** means the utility rate schedule for water established by the Town as amended or replaced from time to time by the Town Council;
- (m) **"Town Water Licenses"** means the water license(s) issued by Alberta Environment in the name of the Town, as amended or replaced from time to time;
- (n) **"Tri Party Agreement"** means the Water Supply Agreement between the Town, the County and the Town of Morinville, together with such

amendments, extensions and renewals as may be evidenced in writing and executed by the parties from time to time;

- (o) **"Volume Restriction"** has the meaning set out in Section 4.2;
- (p) **"Waterline"** means the water distribution lines extending north to the Connection Point at the west boundary between the Town and County, from which water is provided to residents of the County;
- (q) **"Water Services"** means the supply of water from the Town to the County via the Waterline, as further set out in this agreement;

2. Preamble and Schedules

2.1 The parties hereby confirm that the matters contained and referred to in the Preamble to this Agreement and the various schedules hereto are expressly incorporated into and form part of this Agreement:

Schedule "A"	Waterline, Connection Points and Meter Vault
Schedule "B"	Rates

3. Conditions

3.1 This Agreement and the obligations of the Town to supply water is at all times specifically subject to and conditional upon the following:

3.1.1 The continued existence of the Tri Party Agreement, or replacements thereof, and the continued receipt of sufficient flow of water by the Town under that agreement, or replacements to such source of water.

4. Water Supply

4.1 During the Term and pursuant to the provisions contained in this Agreement, the Town:

- (a) will supply water to the County at the Connection Point;
- (b) will use Best Efforts to ensure the water delivered at the Connection Point is substantially the same quality and pressure as the Town supplies its own local customers, in compliance with all applicable laws, regulations and health standards; and
- (c) will promptly notify the County of any anticipated or actual shortage in the water supply, as proportioned to the Town under the Tri Party Agreement and will allocate the shortage pro rata between the Town and County. For clarity, the Town agrees that in the event of a water shortage, the County will be entitled to receive a proportionate share of the supply

of available water in the same manner as all customers of the Town.

- 4.2 The Town shall supply up to 100 cubic meters per day of water to the County from the Waterline (the "Volume Restriction"). In the event the County exceeds the Volume Restriction, the County shall promptly take steps to reduce such consumption, failing which the Town may, without limitation to its other rights under this Agreement, reduce the supply of water to the Connection Point.
- 4.3 During the Term and pursuant to the provisions contained in this Agreement, the County:
- (a) will reimburse the Town for any costs, charges or fees, including but not limited to any fees arising under the Tri Party Agreement, in the event the County draws in excess of the Volume Restriction from the Waterline; and
 - (b) will be responsible for all operational compliances respecting Customer Connections, including any testing or non-testing of water prior to delivery to its customers, the installation and maintenance of water meters for all Customer Connections, and any and all contractual matters between the County and its customers.
- 4.4 The County acknowledges and agrees that the water supplied to the Connection Point will not provide sufficient capacity and pressures for fire flows.
- 4.5 For clarity, the Town and County expressly acknowledge that the volumes and flows of water provided to the County by the Town under this Agreement shall form part of the Town's water allocation under the terms of the Tri Party Agreement. Notwithstanding the foregoing, in the event the County exceeds the Volume Restriction and as a result the Town exceeds its allocation under the Tri Party Agreement and thereby incurs penalties or surcharges under the Tri Party Agreement, the County shall reimburse the Town for any such penalties or surcharges resulting from the County reimbursing the Volume Restriction.

5. Approvals

- 5.1 The Town and the County shall each individually be responsible for the acquisition of all necessary consents, approvals, licenses, permits, allocations or authorities relating to the execution and performance of the terms of this Agreement by the Town and the County, respectively. Without restricting the foregoing:
- (a) the Town shall be responsible for all such approvals related to the ownership and operation of the Town's portion of the Waterline, which is as further detailed in Section 8.1 hereof; and
 - (b) the County shall be responsible for all such approvals related to the ownership and operation of the County's portion of the Waterline, which is which is as further detailed in Section 8.2 hereof.

- 5.2 Each party shall provide the other with reasonable assistance with any obtaining, maintaining, renewing or amending any permits, licenses or other approvals each party requires to allow for the operation of the Waterline in accordance with this Agreement.

6. Town General Obligations

6.1 The Town shall:

- 6.1.1 provide the Water Services to the same standards as would be provided to any other water customer of the Town, including the provision of water that meets minimum water quality specifications required by applicable law;
- 6.1.2 provide appropriately qualified staff required for the performance of the Town's obligations pursuant to this Agreement;
- 6.1.3 perform regular tests of and perform preventative maintenance procedures for all key equipment.
- 6.1.4 enforce all of its rights under the Tri Party Agreement to secure water for the Waterline;
- 6.1.5 be bound by and observe all applicable federal, provincial and municipal legislation and related regulations, which, without limiting the generality of the foregoing, shall include the provisions of the Water Act, the Occupational Health and Safety Act and the Environmental Protection and Enhancement Act, all as amended from time to time, and the Town shall cause all of its employees and approved subcontractors to be so bound;
- 6.1.6 use Best Efforts to ensure no hazardous substances, contamination, pollutants, foreign matter or like materials enter the Waterline;
- 6.1.7 obtain and maintain at its sole expense all necessary permits, licenses, consents and approvals required by all authorities having jurisdiction incidental to the performance of the Town's obligations under this Agreement, including without limitation any necessary permits and approvals from Alberta Environment or other relevant government agency to deliver water as contemplated by this Agreement; and
- 6.1.8 pay all fees and all other costs incidental to the performance of the Town's obligations under this Agreement.

7. County General Obligations

- 7.1 During the Term and pursuant to the terms of this Agreement, the County shall:

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- 7.1.1 ensure the Connection Point is in proper working order;
- 7.1.2 perform regular tests of and perform preventative maintenance procedures for all key equipment;
- 7.1.3 pay all fees and all other costs incidental to the performance of the County's obligations under this Agreement;
- 7.1.4 provide appropriately qualified staff required for the performance of the County's obligations pursuant to this Agreement;
- 7.1.5 be bound by and observe all applicable federal, provincial and municipal legislation and related regulations, which, without limiting the generality of the foregoing, shall include the provisions of the Water Act, the Occupational Health and Safety Act and the Environmental Protection and Enhancement Act, all as amended from time to time, and the County shall cause all of its employees and approved subcontractors to be so bound;
- 7.1.6 obtain and maintain at its sole expense all necessary permits, licenses, consents and approvals required by all authorities having jurisdiction incidental to the performance of the County's obligations under this Agreement;
- 7.1.7 use Best Efforts to ensure no hazardous substances, contamination, pollutants, foreign matter or like materials enter the Waterline; and
- 7.1.8 refrain from installing any booster pumps, stations, facilities, or any pressure boosting equipment that would affect the available pressure of the Waterline, without the prior written consent of the Town.

8. Ownership, Metering and Supply:

- 8.1 The Town owns and shall be solely responsible for that portion of the Waterline, including metering facilities, associated piping and connections, within the Town's boundaries, up to the Connection Point and including the 6" valve and valve box, as further detailed in **Schedule "A"** hereto.
- 8.2 The County owns and shall be solely responsible for that portion of the Waterline within the County's boundaries up to and including the Connection Point and related apparatus and the master meter chamber and vault, as further detailed in **Schedule "A"** hereto.
- 8.3 The County shall, upon the request of the Town, provide the Town access to the Connection Point for the purposes of allowing the Town to inspect, at the Town's sole expense, the master meter chamber. Any testing or recalibration of the County owned meters or apparatus shall be the responsibility of the Town, unless:
 - (a) such testing or recalibration is requested by the Town and would not

otherwise be completed by the County as part of regular maintenance or operations, and such testing does not reveal a defect in the operation of the meter; or

- (b) the need for such testing or recalibration arises as a direct result of any negligence or wrongful act of the Town or its employees, agents or contractors.

8.4 Each party shall promptly advise the other of any defect, deficiency or failure in the Waterline, whether or not such defect, deficiency or failure relates to the portion of the Waterline for which it is responsible under this Agreement.

9. County Customers and Connections

- 9.1 The County shall be entitled to provide water through the Waterline to the County customers or residents, subject to the Volume Restriction set out herein.
- 9.2 The County shall be responsible for the management of any existing or new Customer Connections along the County's portion of the Waterline, including the collection of fees or payments relating to the provision of water to customers through any Customer Connection.
- 9.3 The County shall ensure all Customer Connections are subject to the applicable provisions of this Agreement, and that any construction, repairs, or maintenance to a Customer Connection is done in accordance with applicable legislation and industry standards.

10. Rates and Billings

- 10.1 The County shall pay for Water Services supplied by the Town at the same rate the Town charges to its own customers, in accordance with the Town's Rate Schedule as the Rate is described within **Schedule "B"** attached to this Agreement. The Rate is subject to change based on the changes to the Town's Rate Schedule subject to at least ninety (90) days prior written notice to the County.
- 10.2 In order to determine the volume to be assessed to the County each month, the County shall provide the Town with a monthly report showing the number of connections to Authorized Customers and the volume of water consumed for each connection. This report will be provided by the County to the Town within 15 days after the end of each billing month. Based on this report, the Town shall provide the County a monthly invoice for the Water Services reflecting the volume consumed multiplied by the Rate.
- 10.3 The County shall pay the Town all amounts due within thirty (30) days of receipt of the Town's invoice. If any invoice is not paid within thirty (30) days of receipt as aforesaid, any unpaid amount will attract Interest from the invoice date until payment of such unpaid amount has been received by the Town.

10.4 The County shall be entitled to collect from the County's customers a fee for providing water, plus any administrative fees the County deems fit in its sole discretion. The County shall be solely responsible for the calculation and collection of fees from the County's customers, and notwithstanding any failure to collect shall remain responsible for payment of the Rate to the Town.

11. Indemnity and Insurance

11.1 The County shall at all times and without limitation, indemnify and save harmless the Town, its Councilors, employees and representatives from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which the Town, its Councilors, employees and representatives may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by, and/or arising as a direct result of:

- (a) the misconduct, negligent action or negligent failure to act, as the case may be, of any of those persons for whom they are responsible at law (including, without limitation, any of its employees or subcontractors); or
- (b) any breach, violation or non-performance of any representation, warranty, obligation, covenant, condition or agreement in this Agreement set forth and contained on the part of either party to be fulfilled, kept, observed or performed, as the case may be.

The provisions of this section are in addition to and shall not prejudice any other rights of either party at law or in equity. This section shall survive the termination or expiry of this Agreement for any reason whatsoever.

11.2 The Town shall at all times and without limitation, indemnify and save harmless the County, its Councilors, employees and representatives from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which the County, its Councilors, employees and representatives may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by, and/or arising as a direct result of:

- (a) the misconduct, negligent action or negligent failure to act, as the case may be, of any of those persons for whom they are responsible at law

(including, without limitation, any of its employees or subcontractors); or

- (b) any breach, violation or non-performance of any representation, warranty, obligation, covenant, condition or agreement in this Agreement set forth and contained on the part of either party to be fulfilled, kept, observed or performed, as the case may be.

The provisions of this section are in addition to and shall not prejudice any other rights of either party at law or in equity. This section shall survive the termination or expiry of this Agreement for any reason whatsoever.

- 11.3 Throughout the Term, both parties shall obtain and maintain in force the insurance deemed satisfactory to the party's Council, acting reasonably.
- 11.4 Notwithstanding anything contained in this Agreement, in no event shall either party be liable either directly or indirectly, by way of indemnity or otherwise, to the other party whether in contract, or in tort (including negligence and strict liability) under warranty or otherwise for any loss of profits, or any other consequential, special, indirect, incidental or economic loss whatsoever arising hereunder.

12. Force Majeure

- 12.1 Neither party hereto shall be liable to the other for any failure of or delay in the performance of its obligations hereunder nor be deemed to be in breach of this Agreement if such failure or delay has arisen from Force Majeure.
- 12.2 Where either party is prevented from carrying out its respective obligations hereunder due to Force Majeure, such party shall, as soon as possible, give notice of the occurrence of such Force Majeure to the other party and of the obligations, the performance of which is thereby delayed or prevented and the party giving the notice shall thereupon be excused from the performance of such obligation for the period of time directly attributable to such prevention or delay.
- 12.3 During the period of Force Majeure, the Town may impose reasonable restrictions on the delivery of water, provided that the Town shall treat all of its customers affected by the Force Majeure, including the County, fairly, equitably and without preference, consistent with any operating constraints then in effect.
- 12.4 The parties agree that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the particular party involved therein and such party may make settlement thereof in such time and on such terms and conditions as it may deem to be advisable and no delay in making such settlement shall deprive such party of the benefits of this Section.

13. Term and Termination

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- 13.1 Either party may terminate this Agreement, with cause, in accordance with the terms and conditions set out in section 14 of this Agreement.
- 13.2 Either party may terminate this Agreement, without cause, by providing at least two (2) years' advance written notice to the other party.
- 13.3 In the event of the termination of this Agreement or the expiration of the Term, the Town and County agree to work together in good faith to help facilitate any transition or continued service for customers or residents reliant on the Waterline.
- 13.4 The Parties agree to meet at least one year prior to the expiry of the Term to negotiate any potential replacement or extension to this Agreement.

14. Performance by Either Party

- 14.1 A party shall be deemed to be in default hereunder if any of the following events occur (each of the following events to be referred to as an "**Event of Default**", the party in default to be referred to as the "**Defaulting Party**" and the party not in default to be referred to as the "**Non-Defaulting Party**"):
 - (a) a party fails to make a payment as required by any provision of this Agreement including failure to pay an indemnity amount required to be paid pursuant to the terms of this Agreement (a "**Payment Default**");
 - (b) a party fails to perform any of its obligations under section 4 of this Agreement or fails to perform any other material obligation imposed upon such party under this Agreement (which, for greater certainty, shall not include obligations resulting in a Payment Default if not performed) (each such event being a "**Performance Default**"); or
- 14.2 In the event of an Event of Default, the following process shall be followed:
 - (a) If a party claims that there has been a Payment Default or Performance Default committed by or affecting the other party, the party making the claim shall give to the party alleged to be in default a notice (hereinafter referred to as the "**Notice of Default**"). The Notice of Default shall specify and provide particulars of the alleged Event of Default.
 - (b) In the event the alleged Event of Default is capable of being remedied, the party alleged to be in default shall:
 - (i) have a cure period of thirty (30) days after receipt of the Notice of Default with respect to a Payment Default,
 - (ii) subject to sections 14.2(b)(iii) and 14.2(c), have a cure period of

Thirty (30) days after receipt of the Notice of Default with respect to a Performance Default, or

- (iii) if a Performance Default is such that it cannot be reasonably remedied within Thirty (30) days after receipt of the Notice of Default, have a reasonable period of time to cure the Performance Default provided that the Defaulting Party promptly commences and diligently continues thereafter to remedy the Event of Default.
 - (c) If before the expiry of the later of the cure period (if any) referred to in section 14.2(b) or the time to cure specified in the Notice of Default the Defaulting Party cures the Event of Default, the Default Notice shall be inoperative and the Defaulting Party shall lose no rights hereunder.
- 14.3 If a Notice of Default has been given and the party alleged to be in default does not cure or remedy the Event of Default in the manner contemplated by section 14.2. the Non-Defaulting Party shall have the rights and remedies set out in section 14.4 or 14.5 as the case may be.
- 14.4 In the case of a Payment Default, the Non-Defaulting Party shall have the following rights and remedies:
- (a) to charge the Defaulting Party Interest with respect to the unpaid amount until it is paid, calculated daily, regardless of whether the Non-Defaulting Party has notified the Defaulting Party in advance of its intention to charge Interest with respect to the unpaid amount and/or;
 - (b) to set-off against the unpaid amount any sums due or accruing to the Defaulting Party by the Non-Defaulting Party in accordance with this Agreement and/or;
 - (c) to maintain an action or actions for the unpaid amount and Interest thereon on a continuing basis as the amounts become payable but are not paid by the Defaulting Party, as if the obligation to pay those amounts and the Interest thereon was a liquidated demand due and payable on the date the amounts were due to be paid, without any right or resort of the Defaulting Party to set-off or counterclaim; and/or
 - (d) to terminate this Agreement;

and any obligation to pay Interest under this section shall apply until the Payment Default is rectified or remedied and shall not merge into a judgment for principal and interest, or either of them.

- 14.5 In the case of a Performance Default:

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- (a) the Non-Defaulting Party shall have the right to suspend performance of its obligations under this Agreement, including the right to suspend any payment owing pursuant to this Agreement; or
- (b) the Non-Defaulting Party may but shall not be obligated to, either directly or indirectly by engaging a third party or otherwise, as the case may be, do all such things in order to rectify such Event of Default at the sole cost and expense of the Defaulting Party; or
- (c) the Non-Defaulting Party shall have the right to terminate this Agreement.

14.6 A Non-Defaulting Party may, at its discretion, exercise the remedies referenced in sections 14.4 or 14.5 applicable to it in the alternative, concurrently or cumulatively, except where inconsistent with the express provisions contained in this Agreement. No delay or omission by a Non-Defaulting Party in exercising its rights or remedies hereunder shall operate as a waiver of those rights or remedies or of any other right or remedy and no single or partial exercise thereof shall preclude any other or future exercise thereof or the exercise of any other right or remedy.

15. Dispute Resolution

15.1 Unless specifically described herein to the contrary, any dispute in relation to this Agreement shall be addressed pursuant to the Dispute Resolution Process set out in the Intermunicipal Collaboration Framework Agreement.

16. Notice

16.1 Any notice, demand or request to the Town shall be well and sufficiently given if delivered to the Town or mailed by prepaid registered mail addressed to:

Box 390
Legal, Alberta T0G 1L0
Attention: Chief Administrative Officer
Phone: 780-961-3773
Email: rproulx@legal.ca

or at such other place as the Town may, from time to time, in writing, designate.

16.2 Any notice, demand or request to the County shall be well and sufficiently given if delivered to the County or mailed by prepaid registered mail addressed to:

9613 – 100 Street
Morinville, Alberta T8R 1L9
Attention: Chief Administrative Officer
Phone: 780-939-8344
Email: tpeter@sturgeoncounty.ca

10.4

or at such other place as the County may, from time to time, in writing, designate;

- 16.3 Any such notice or request, if sent by mail, shall be deemed to have been given or served five (5) days after the same has been posted as aforesaid. In the event of a disruption of normal postal service, any notice required pursuant to the terms of this Agreement shall be delivered by hand.

17. General

- 17.1 This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.
- 17.2 The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds..
- 17.3 Time shall be of the essence of this Agreement.
- 17.4 The headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.
- 17.5 Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties hereto, it being understood and agreed that none of the provisions contained herein nor any act of the parties hereto shall be deemed to create any relationship between the parties hereto other than an independent service agreement between the two parties at arm's length.
- 17.6 Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.
- 17.7 Except as specified, this Agreement constitutes the entire agreement between the parties hereto insofar as the Water Services are concerned and the parties acknowledge and agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to the Water Services save as expressly set out in this Agreement.
- 17.8 Each of the parties do hereby agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from

time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

- 17.9 This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.
- 17.10 No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.
- 17.11 This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date first above written.
- 17.12 If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.
- 17.13 The parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the termination or expiry of the Term shall survive the termination or expiry of the Term and shall not be merged therein or therewith.
- 17.14 Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.
- 17.15 This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.
- 17.16 Neither party shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from each of the other parties.

10.4

TOWN OF LEGAL

Per: _____
Mayor, Carol Tremblay

Per: _____
CAO, Robert Proulx

STURGEON COUNTY

Per: _____
Mayor, Alanna Hnatiw

Per: _____
Interim CAO, Travis Peter

10.4

SCHEDULE "A"
WATERLINE, CONNECTION POINTS AND METER VAULT

****Insert** as-builts of the Waterline showing the Connection Point and details relating to the ownership/responsibility of the Waterline

10.4

SCHEDULE "B"

RATES

Current Town Water Rates:

Minimum monthly charge (for up to 4.5m ³):	\$37.25
Rate per m³ (in excess of 4.5m ³)	\$1.52/m ³

10.4

SOUTH WATERLINE WATER SUPPLY AGREEMENT

MEMORANDUM OF AGREEMENT entered into this ___ day of _____, 2024.

BETWEEN:

TOWN OF LEGAL

(hereinafter referred to as the "Town")

-and-

STURGEON COUNTY

(hereinafter referred to as the "County")

WHEREAS the Town owns and operates the Waterline (as hereinafter defined);

AND WHEREAS the County wishes to purchase water from the Town for delivery to the County's residents and the Town wishes to sell and deliver water to the County as set forth herein;

AND WHEREAS the parties wish to set out their respective duties and obligations with respect to the supply of water from the Town to the County via the Waterline;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT the parties hereto, in consideration of the mutual covenants and agreements hereinafter set-forth, covenant and agree with each other, as follows:

1. Definitions

1.1 In this Agreement:

- (a) **"Agreement"** means this Water Supply Agreement and the schedules attached hereto, together with such amendments, extensions and renewals as may be evidenced in writing and executed by the parties from time to time;
- (b) **"Authorized Customer"** means an owner of those lands in the County that has been approved to connect to the Waterline, as determined by the Town and County from time to time, presently as set out in Schedule "C";
- (c) **"Best Efforts"** means in relation to the performance obligation, efforts that are sensible and practical and involve the exercise of reasoned and sound judgment, having regard to all of the relevant circumstances;
- (d) **"CAO"** means the Chief Administrative Officer of the respective party;
- (e) **"Connection Fee"** has the meaning set out in Section 9.2;

- (f) **"Connection Request"** has the meaning set out in Section 9.2(c);
- (g) **"Connection System"** means the laterals, meters, valves, flow restrictors and back flow preventers used in the supply of water from the Waterline to each Authorized Customer, as further detailed in Schedule "A";
- (h) **"Customer Connection"** means any physical connection to the Waterline through the Connection System whereby any source of raw water or non-potable water supply becomes connected to a County resident's waterline;
- (i) **"Force Majeure"** "means any cause not reasonably within the relevant party's control and will include, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, storms, floods, high waters, washouts, inclement weather, orders or acts of civil or military authorities, civil disturbances, or any other causes, whether of the kind herein enumerated or otherwise, not within the reasonable control of the party and which, by the exercise of due diligence, the party is unable to overcome, provided that lack of funds shall not be a cause beyond control;
- (j) **"Interest"** means the amount calculated on a sum owing under this Agreement, being 2.5% per month (equivalent to 30% annually), calculated from and including the date upon which the sum became due and owing, to but excluding the date of unconditional payment;
- (k) **"Intermunicipal Collaboration Framework Agreement"** means the Intermunicipal Collaboration Framework agreement between the Town and County, as required under the *Municipal Government Act*, as may be amended or replaced from time to time;
- (l) **"Rate"** means the fixed fees and/or fees charged per volume of water supplied by the Town as described in section 10.1 of this Agreement;
- (m) **"Term"** "means the term of this Agreement being a period of Ten (10) years commencing on the date hereof and expiring as of the end of the day on _____, 2034, unless otherwise renewed in accordance with Section 15;
- (n) **"Town Water Licenses"** means the water license(s) issued by Alberta Environment in the name of the Town, as amended or replaced from time to time;
- (o) **"Tri Party Agreement"** means the Water Supply Agreement between

the Town, the County and the Town of Morinville, together with such amendments, extensions and renewals as may be evidenced in writing and executed by the parties from time to time;

- (p) **"Waterline"** means the water distribution lines between the Town of Morinville and the Town, including the water booster pumphouse located in the Town of Morinville, from which water is provided to residents of the County, commonly referred to as the Legal South Waterline as shown in Schedule "A";
- (q) **"Water Services"** means the supply of water from the Town to the Authorized Customers via the Waterline, as further set out in this Agreement;

2. Preamble and Schedules

2.1 The parties hereby confirm that the matters contained and referred to in the Preamble to this Agreement and the various schedules hereto are expressly incorporated into and form part of this Agreement:

Schedule "A"	Waterline and Connection System
Schedule "B"	Rates
Schedule "C"	Authorized Customers

3. Conditions

3.1 This Agreement and the obligations of the Town to supply water is at all times specifically subject to and conditional upon the following:

3.1.1 The continued existence of the Tri Party Agreement, or replacements thereof, and the continued receipt of sufficient flow of water by the Town under that agreement, or replacements to such source of water.

4. Water Supply

4.1 During the Term and pursuant to the provisions contained in this Agreement, the Town:

- (a) will supply water to the Authorized Customers at the Customer Connections;
- (b) will use Best Efforts to ensure the water delivered at the Customer Connections is substantially the same quality as the Town supplies its own local customers, in compliance with all applicable laws, regulations and health standards, and with a pressure flow rate that subject to section 4.2 below would ordinarily be at least 3L/min; and

- (c) will promptly notify the County of any anticipated or actual shortage in the water supply, as proportioned to the Town under the Tri Party Agreement and will allocate the shortage pro rata between the Town 's local customers and the Authorized Customers. For clarity, the Town agrees that in the event of a water shortage, the Authorized Customers will be entitled to receive a proportionate share of the supply of available water in the same manner as all customers of the Town.
- 4.2 The County acknowledges that the water supplied will not provide sufficient capacity and pressures for fire flows, and that the Town cannot always guarantee pressure will be maintained through the Waterline. The County shall recommend all Authorized Customers have adequate cisterns and pressure pumps for balancing tanks in place, sized to allow for 2-3 days' consumption to minimize the risks associated with sudden changes in pressure or other disruption to the Water Services.
- 4.3 During the Term and pursuant to the provisions contained in this Agreement, the County:
 - (a) will ensure flow restrictors are in place for all Customer Connections to ensure compliance with any volume restrictions put in place by the Town, acting reasonably and in accordance with this Agreement; and
 - (b) will be responsible for all operational compliances respecting Customer Connections, including any testing or non-testing of water prior to delivery to its customers, the installation and maintenance of water meters for all Customer Connections, and any and all contractual matters between the County and its customers.
- 4.4 For clarity, the Town and County expressly acknowledge that the volumes and flows of water provided to the County by the Town under this Agreement shall form part of the Town's water allocation under the terms of the Tri Party Agreement. Notwithstanding the foregoing, in the event the County exceeds the Volume Restriction and as a result the Town exceeds its allocation under the Tri Party Agreement and thereby incurs penalties or surcharges under the Tri Party Agreement, the County shall reimburse the Town for any such penalties or surcharges resulting from the County reimbursing the Volume Restriction.

5. Approvals

- 5.1 The Town shall be solely responsible for the acquisition of all necessary consents, approvals, licenses, permits, allocations or authorities relating to the operation and maintenance of the Waterline by the Town.
- 5.2 The County shall be responsible for the acquisition of all necessary consents, approvals, licenses, permits, allocations or authorities relating to the County's maintenance of certain infrastructure as set out in Section 8.

- 5.3 Each party shall provide the other with reasonable assistance with any obtaining, maintaining, renewing or amending any permits, licenses or other approvals each other party requires to allow for the operation and maintenance of the Waterline in accordance with this Agreement.

6. Town General Obligations

6.1 The Town shall:

- 6.1.1 provide the Water Services to the Authorized Customers to the same standards as would be provided to any other water customer of the Town, including the provision of water that meets minimum water quality specifications required by applicable law;
- 6.1.2 provide appropriately qualified staff required for the performance of the Town's obligations pursuant to this Agreement;
- 6.1.3 perform regular tests of and perform preventative maintenance procedures for the Waterline;
- 6.1.4 enforce all of its rights under the Tri Party Agreement to secure water for the Waterline;
- 6.1.5 be bound by and observe all applicable federal, provincial and municipal legislation and related regulations, which, without limiting the generality of the foregoing, shall include the provisions of the Water Act, the Occupational Health and Safety Act and the Environmental Protection and Enhancement Act, all as amended from time to time, and the Town shall cause all of its employees and approved subcontractors to be so bound;
- 6.1.6 use Best Efforts to ensure no hazardous substances, contamination, pollutants, foreign matter or like materials enter the Waterline;
- 6.1.7 obtain and maintain at its sole expense all necessary permits, licenses, consents and approvals required by all authorities having jurisdiction incidental to the performance of the Town's obligations under this Agreement, including without limitation any necessary permits and approvals from Alberta Environment or other relevant government agency to deliver water as contemplated by this Agreement; and
- 6.1.8 pay all fees and all other costs incidental to the performance of the Town's obligations under this Agreement.

7. County General Obligations

- 7.1 During the Term and pursuant to the terms of this Agreement, the County shall:
- 7.1.1 ensure the Connection Systems and Customer Connections are in proper

working order, including through the enforcement of the County's rights towards Authorized Customers, if necessary;

- 7.1.2 pay all fees and all other costs incidental to the performance of the County's obligations under this Agreement;
- 7.1.3 provide appropriately qualified staff required for the performance of the County's obligations pursuant to this Agreement;
- 7.1.4 be bound by and observe all applicable federal, provincial and municipal legislation and related regulations, which, without limiting the generality of the foregoing, shall include the provisions of the Water Act, the Occupational Health and Safety Act and the Environmental Protection and Enhancement Act, all as amended from time to time, and the County shall cause all of its employees and approved subcontractors to be so bound; and
- 7.1.5 use Best Efforts to ensure no hazardous substances, contamination, pollutants, foreign matter or like materials enter the Waterline.

8. Ownership, Metering and Maintenance:

- 8.1 The Town shall own, operate and maintain the Waterline and the Town shall own the Connection System of each Authorized Customer that falls within the Town's right of way area.
- 8.2 The County shall be responsible on behalf of the Town for the operation, maintenance, and repair of the Connection Systems, as further detailed in **Schedule "A"**; The County shall promptly notify the Town of any maintenance or repair work required on a Connection System that may affect or impact the Waterline.
- 8.3 The County shall, upon the request of the Town, provide the Town access to the Connection Systems for the purposes of allowing the Town to inspect, at the Town's sole expense, the Connection Systems. Any testing or recalibration of the Connection Systems shall be the responsibility of the County, unless:
 - (a) the need for such testing or recalibration is contested by the County prior to such testing or recalibration occurring and such testing does not reveal a defect in the operation of the Connection System; or
 - (b) the need for such testing or recalibration arises as a direct result of any negligence or wrongful act of the Town or its employees, agents or contractors.
- 8.4 Each party shall promptly advise the other of any defect, deficiency or failure in a Connection System or the Waterline, whether or not such defect, deficiency or failure relates to the portion of the Waterline or Connection System for which it is responsible under this Agreement.

9. Authorized Customers and New Connections

- 9.1 The Town's obligation to provide the Water Services shall be limited to the Authorized Customers under this Agreement.
- 9.2 Should any County landowner that is not an Authorized Customer request to connect to the Waterline (a "Connection Request"), such request shall be made to the County and the Town and County shall proceed as follows:
- (a) In the event the County is agreeable to the Connection Request, the County shall provide details of the Connection Request to the Town;
 - (b) The Town shall advise the County of their approval or denial of the Connection Request with ten (10) days of the County providing details to the Town;
 - (c) If both parties agree to allow the Connection Request and the Connection Request meets the applicable requirements under this Agreement and all applicable bylaws, the County will collect from the new customer a connection fee of \$5,000.00 (the "Connection Fee") on the Town's behalf. The Town may amend the amount of the Connection Fee from time to time, subject to providing reasonable advance notice to the County annually regarding any proposed changes to the Connection Fee that would take effect on January 1 of the following year;
 - (d) Upon receipt of the Connection Fee, the County shall forward the full amount of the Connection Fee to the Town and promptly complete all work associated with constructing a new Connection System;
 - (e) The County shall provide the Town an opportunity to inspect the new Connection System prior to the County finalizing the project; and
 - (f) The County shall provide to the Town as-built plans confirming the work that was completed.
- 9.3 Notwithstanding the foregoing and except as provided in Section 9.4, the County shall be entitled to collect any additional fees, charges or costs associated with a Connection Request or the construction of a new Connection System from the landowner, in accordance with County policies and Bylaws.
- 9.4 Should an Authorized Customer not have a Connection System supplying water to their lands and desire to access the Water Services set out in this Agreement, the process set out in Section 9.2 shall be modified to reflect a fixed connection fee of \$2,029.00, which shall be split between the Authorized Customer, the County and the Town on an equal 1/3 basis. Notwithstanding the foregoing, if an Authorized Customer that already has in place a Connection System requests an additional connection, such additional connection shall be treated as a new Connection Request subject to the terms and conditions set out in section 9.2 above.
- 9.5 The County shall be responsible for the management of any existing or new

Connection Systems pursuant to this Agreement, including the collection of fees or payments relating to the provision of water to customers through any Customer Connection.

10. Rates and Billings

- 10.1 The County shall pay for Water Services supplied by the Town at the rate the Town pays to purchase water pursuant to the Tri Party Agreement plus a surcharge of \$0.24/m³ to account for the Town's operations and maintenance costs associated with the Waterline, all as the Rate is further described in **Schedule "B"**.
- 10.2 In order to determine the volume to be assessed to the County each month, the County shall provide the Town with a monthly report showing the volume of water consumed for each Customer Connection as measured by the Connection System. This report will be provided by the County to the Town within 15 days after the end of each billing month. Based on this report, the Town shall provide the County a monthly invoice for the Water Services reflecting the volume consumed multiplied by the Rate.
- 10.3 The County shall pay the Town all amounts due within thirty (30) days of receipt of the Town's invoice. If any invoice is not paid within thirty (30) days of receipt as aforesaid, any unpaid amount will attract Interest from the invoice date until payment of such unpaid amount has been received by the Town.
- 10.4 The County shall be entitled to collect from the Authorized Customers additional fees or surcharges, above any specific charges provided for in the Agreement, as the County deems fit, in its sole discretion. The County shall be solely responsible for the calculation and collection of fees from the County's customers, and notwithstanding any failure to collect shall remain responsible for payment of the Rate to the Town.
- 10.5 The County acknowledges that the Rates set out in this Agreement are expressly subject to ongoing assessments of the operations and maintenance costs associated with the Waterline and the Legal Booster Station, and based on such investigations agrees to negotiate with the Town any potential additions to the Rate within two (2) years from the date of signing this Agreement.

11. Indemnity and Insurance

- 11.1 The County shall at all times and without limitation, indemnify and save harmless the Town, its Councilors, employees and representatives from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which the Town, its Councilors, employees and representatives may sustain,

pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by, and/or arising as a direct result of:

- (a) the misconduct, negligent action or negligent failure to act, as the case may be, of any of those persons for whom they are responsible at law (including, without limitation, any of its employees or subcontractors); or
- (b) any breach, violation or non-performance of any representation, warranty, obligation, covenant, condition or agreement in this Agreement set forth and contained on the part of either party to be fulfilled, kept, observed or performed, as the case may be.

The provisions of this section are in addition to and shall not prejudice any other rights of either party at law or in equity. This section shall survive the termination or expiry of this Agreement for any reason whatsoever.

- 11.2 The Town shall at all times and without limitation, indemnify and save harmless the County, its Councilors, employees and representatives from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which the County, its Councilors, employees and representatives may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by, and/or arising as a direct result of:

- (a) the misconduct, negligent action or negligent failure to act, as the case may be, of any of those persons for whom they are responsible at law (including, without limitation, any of its employees or subcontractors); or
- (b) any breach, violation or non-performance of any representation, warranty, obligation, covenant, condition or agreement in this Agreement set forth and contained on the part of either party to be fulfilled, kept, observed or performed, as the case may be.

The provisions of this section are in addition to and shall not prejudice any other rights of either party at law or in equity. This section shall survive the termination or expiry of this Agreement for any reason whatsoever.

- 11.3 Throughout the Term, both parties shall obtain and maintain in force the insurance deemed satisfactory to the party's Council, acting reasonably.

- 11.4 Notwithstanding anything contained in this Agreement, in no event shall either

10.4

party be liable either directly or indirectly, by way of indemnity or otherwise, to the other party whether in contract, or in tort (including negligence and strict liability) under warranty or otherwise for any loss of profits, or any other consequential, special, indirect, incidental or economic loss whatsoever arising hereunder.

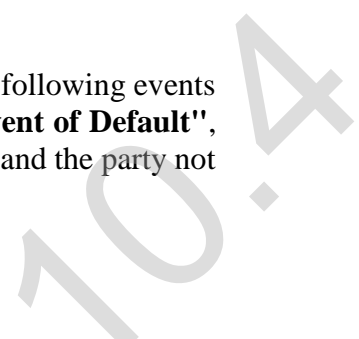
12. Force Majeure

- 12.1 Neither party hereto shall be liable to the other for any failure of or delay in the performance of its obligations hereunder nor be deemed to be in breach of this Agreement if such failure or delay has arisen from Force Majeure.
- 12.2 Where either party is prevented from carrying out its respective obligations hereunder due to Force Majeure, such party shall, as soon as possible, give notice of the occurrence of such Force Majeure to the other party and of the obligations, the performance of which is thereby delayed or prevented and the party giving the notice shall thereupon be excused from the performance of such obligation for the period of time directly attributable to such prevention or delay.
- 12.3 During the period of Force Majeure, the Town may impose reasonable restrictions on the delivery of water, provided that the Town shall treat all of its customers affected by the Force Majeure, including the County, fairly, equitably and without preference, consistent with any operating constraints then in effect.
- 12.4 The parties agree that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the particular party involved therein and such party may make settlement thereof in such time and on such terms and conditions as it may deem to be advisable and no delay in making such settlement shall deprive such party of the benefits of this Section.

13. Termination

- 13.1 Either party may terminate this Agreement, with cause, in accordance with the terms and conditions set out in section 14 of this Agreement.
- 13.2 In the event of the termination of this Agreement or the expiration of the Term, the Town and County agree to work together in good faith to help facilitate any transition or continued service for customers or residents reliant on the Waterline.

14. Performance by Either Party

- 14.1 A party shall be deemed to be in default hereunder if any of the following events occur (each of the following events to be referred to as an "**Event of Default**", the party in default to be referred to as the "**Defaulting Party**" and the party not in default to be referred to as the "**Non-Defaulting Party**"): 

- (a) a party fails to make a payment as required by any provision of this Agreement including failure to pay an indemnity amount required to be paid pursuant to the terms of this Agreement (a "**Payment Default**");
- (b) a party fails to perform any of its obligations under section 4 of this Agreement or fails to perform any other material obligation imposed upon such party under this Agreement (which, for greater certainty, shall not include obligations resulting in a Payment Default if not performed) (each such event being a "**Performance Default**"); or

14.2 In the event of an Event of Default, the following process shall be followed:

- (a) If a party claims that there has been a Payment Default or Performance Default committed by or affecting the other party, the party making the claim shall give to the party alleged to be in default a notice (hereinafter referred to as the "**Notice of Default**"). The Notice of Default shall specify and provide particulars of the alleged Event of Default.
- (b) In the event the alleged Event of Default is capable of being remedied, the party alleged to be in default shall:
 - (i) have a cure period of thirty (30) days after receipt of the Notice of Default with respect to a Payment Default,
 - (ii) subject to sections 14.2(b)(iii) and 14.2(c), have a cure period of Thirty (30) days after receipt of the Notice of Default with respect to a Performance Default, or
 - (iii) if a Performance Default is such that it cannot be reasonably remedied within Thirty (30) days after receipt of the Notice of Default, have a reasonable period of time to cure the Performance Default provided that the Defaulting Party promptly commences and diligently continues thereafter to remedy the Event of Default.
- (c) If before the expiry of the later of the cure period (if any) referred to in section 14.2(b) or the time to cure specified in the Notice of Default the Defaulting Party cures the Event of Default, the Default Notice shall be inoperative and the Defaulting Party shall lose no rights hereunder.

14.3 If a Notice of Default has been given and the party alleged to be in default does not cure or remedy the Event of Default in the manner contemplated by section 14.2. the Non-Defaulting Party shall have the rights and remedies set out in section 14.4 or 14.5 as the case may be.

14.4 In the case of a Payment Default, the Non-Defaulting Party shall have the following rights and remedies:

- (a) to charge the Defaulting Party Interest with respect to the unpaid amount until it is paid, regardless of whether the Non-Defaulting Party has notified the Defaulting Party in advance of its intention to charge Interest with respect to the unpaid amount and/or;
- (b) to set-off against the unpaid amount any sums due or accruing to the Defaulting Party by the Non-Defaulting Party in accordance with this Agreement and/or;
- (c) to maintain an action or actions for the unpaid amount and Interest thereon on a continuing basis as the amounts become payable but are not paid by the Defaulting Party, as if the obligation to pay those amounts and the Interest thereon was a liquidated demand due and payable on the date the amounts were due to be paid, without any right or resort of the Defaulting Party to set-off or counterclaim; and/or
- (d) to terminate this Agreement;

and any obligation to pay Interest under this section shall apply until the Payment Default is rectified or remedied and shall not merge into a judgment for principal and interest, or either of them.

14.5 In the case of a Performance Default:

- (a) the Non-Defaulting Party shall have the right to suspend performance of its obligations under this Agreement, including the right to suspend any payment owing pursuant to this Agreement; or
- (b) the Non-Defaulting Party may but shall not be obligated to, either directly or indirectly by engaging a third party or otherwise, as the case may be, do all such things in order to rectify such Event of Default at the sole cost and expense of the Defaulting Party; or
- (c) the Non-Defaulting Party shall have the right to terminate this Agreement.

14.6 A Non-Defaulting Party may, at its discretion, exercise the remedies referenced in sections 14.4 or 14.5 applicable to it in the alternative, concurrently or cumulatively, except where inconsistent with the express provisions contained in this Agreement. No delay or omission by a Non-Defaulting Party in exercising its rights or remedies hereunder shall operate as a waiver of those rights or remedies or of any other right or remedy and no single or partial exercise thereof shall preclude any other or future exercise thereof or the exercise of any other right or remedy.

15. Renewal or Extension of Term

15.1 The term of this Agreement shall automatically renew for two (2) additional terms of five (5) years each, unless:

- (a) the County is in material default of its obligations under the Agreement;
or
- (b) County provides written notice not less than 180 days prior to the expiry of the current term or the first renewal term (as applicable) that it does not wish to renew the Agreement for an additional term.

16. Dispute Resolution

16.1 Unless specifically described herein to the contrary, any dispute in relation to this Agreement shall be addressed pursuant to the Dispute Resolution Process set out in the Intermunicipal Collaboration Framework Agreement.

17. Notice

17.1 Any notice, demand or request to the Town shall be well and sufficiently given if delivered to the Town or mailed by prepaid registered mail addressed to:

Box 390
Legal, Alberta T0G 1L0
Attention: Chief Administrative Officer
Phone: 780-961-3773
Email: rproulx@legal.ca
or at such other place as the Town may, from time to time, in writing, designate.

17.2 Any notice, demand or request to the County shall be well and sufficiently given if delivered to the County or mailed by prepaid registered mail addressed to:

9613 – 100 Street
Morinville, Alberta T8R 1L9
Attention: Chief Administrative Officer
Phone: 780-939-8344
Email: tpeter@sturgeoncounty.ca
or at such other place as the County may, from time to time, in writing, designate;

17.3 Any such notice or request, if sent by mail, shall be deemed to have been given or served five (5) days after the same has been posted as aforesaid. In the event of a disruption of normal postal service, any notice required pursuant to the terms of this Agreement shall be delivered by hand.

18. General

10.4

- 18.1 This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.
- 18.2 The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds.
- 18.3 Time shall be of the essence of this Agreement.
- 18.4 The headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.
- 18.5 Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties hereto, it being understood and agreed that none of the provisions contained herein nor any act of the parties hereto shall be deemed to create any relationship between the parties hereto other than an independent service agreement between the two parties at arm's length.
- 18.6 Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.
- 18.7 Except as specified, this Agreement constitutes the entire agreement between the parties hereto insofar as the Water Services are concerned and the parties acknowledge and agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to the Water Services except as expressly set out in this Agreement.
- 18.8 Each of the parties do hereby agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.
- 18.9 This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.
- 18.10 No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any

other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

- 18.11 This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date first above written.
- 18.12 If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.
- 18.13 The parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the termination or expiry of the Term shall survive the termination or expiry of the Term and shall not be merged therein or therewith.
- 18.14 Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.
- 18.15 This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.
- 18.16 Neither party shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from each of the other parties.

TOWN OF LEGAL

Per: _____
Mayor, Carol Tremblay

Per: _____
CAO, Robert Proulx

10.4

STURGEON COUNTY

Per: _____
Mayor, Alanna Hnatiw

Per: _____
Interim CAO, Travis Peter

10.4

**SCHEDULE "A"
CONNECTION SYSTEM**

****Insert** schematic of Customer Connection System, including all meters, valves, flow restrictors and back flow preventers that outlines or assigns the specific service connection requirements

10.4

SCHEDULE "B"

RATES

The Rate shall be equal to the rate paid by the Town to the Town of Morinville to purchase water pursuant to the Tri Party Agreement, as amended from time to time, plus a surcharge of \$0.24m/3.

10.4

SCHEDULE "C"
AUTHORIZED CUSTOMERS

10.4

TOWN OF LEGAL

Report to Council

- Request for Decision
- Request for Direction
- For Council Information

Meeting:	Regular Council
Meeting Date:	December 16, 2024
Presented By:	Robert Proulx, Chief Administrative Officer
Title:	Cost of Living Adjustments (COLA)
Agenda Item No:	10.5

BACKGROUND / PROPOSAL:

Annually prior to the new fiscal year the Town reviews the Cost-of-Living Adjustments for staff, management, and Council.

The previous three (3) years the COLA has been approved at:

2020 – 0%
2021 – 0%
2022 – 3.0%
2023 – 2.5%
2024 – 2.5%

DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

Attached to the RFD are reports pulled from the website that provides information on the inflation rate for 2024. Upon review of some data, the new Consumer Price Index (CPI) and Inflation Rate was released by Statistics Canada for the month of October 2024. Statistic Canada CPI and inflation rate for Alberta is currently 3.0%. The inflation rate for Canada is 2.1%.

The most important resource for the municipality is the staff. It is important that the Town of Legal wages be competitive and in line with others.

Upon researching for comparison to surrounding municipalities, it was found that:

10.5

Town of Redwater proposed a COLA increase of 2.0%.
Sturgeon County approved a COLA increase of 2.5%.
Town of Gibbons is considering a COLA increase of 2.0%.
Town of Bon Accord proposed a COLA increase of 2.5%.
Information was not provided by the Town of Morinville

COSTS / SOURCE OF FUNDING (if applicable):

Overall, based on current 2024 payroll budget numbers:

Proposed COLA increases for the 2025 budget year is estimated to cost:

1.50% =	\$11,837.00
2.00% =	\$15,783.00
2.50% =	\$19,728.00
3.00% =	\$23,674.00

The increase would be included in the 2025 operating budget and funded by taxes.

RECOMMENDED ACTION (by originator):

It is recommended that Council approve a 2.5% increase and the salary grid be adjusted accordingly to reflect the increase effective the first pay period for 2025.

Initials show support – Reviewed by:

CAO: Original Signed - RP

Updated - Nov 19, 2024

Consumer price index

The Consumer Price Index (CPI) is an indicator of changes in consumer prices. It is obtained by comparing the cost of a fixed basket of goods and services purchased by consumers over time.

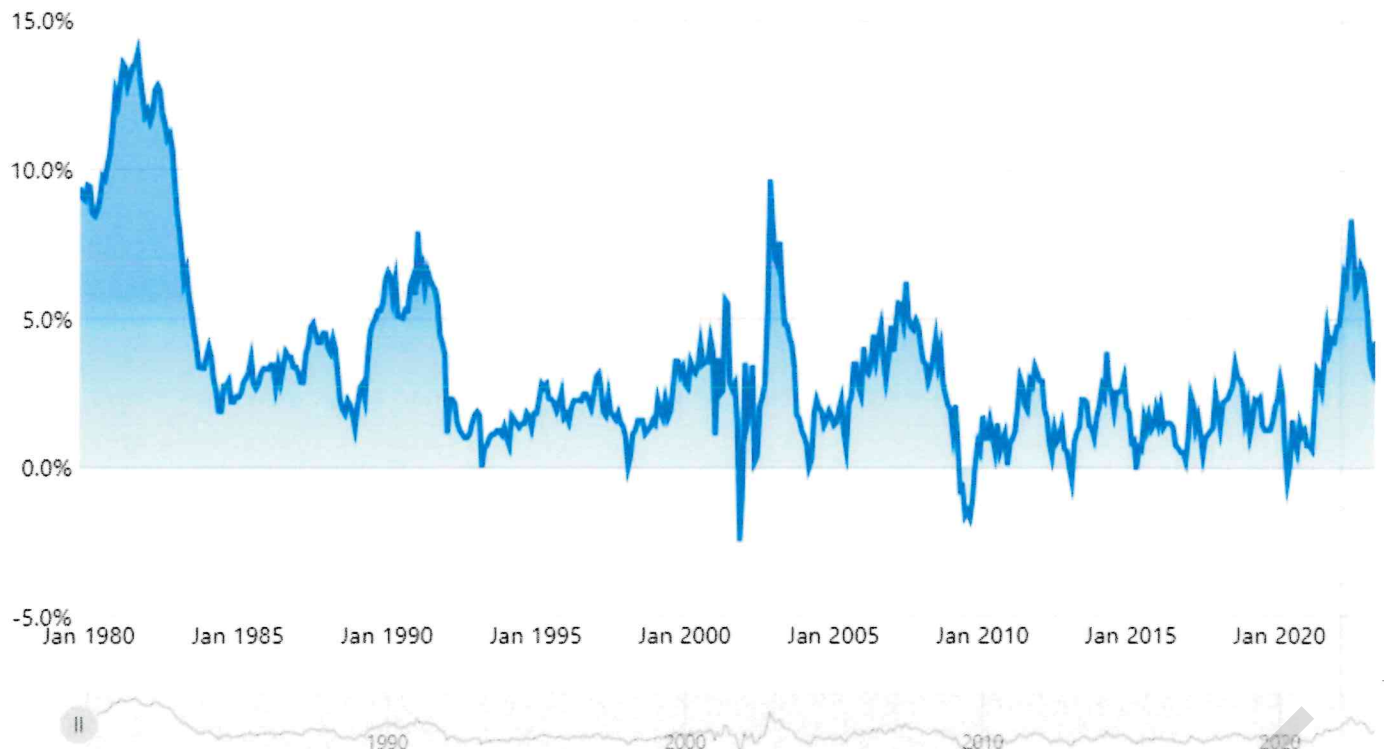
Filter Data

On this page: [Alberta](#) | [Province](#) | [Product](#) | [API](#)

Consumer Price Index

12

Annual Change, Index (2002=100)



Analysis

On a year-over-year basis, Albertans paid 3.0% more in October 2024 for the goods and services that comprise the Consumer Price Index than in the same month a year ago.

10.5

View data for:

October 2024

Consumer Price Index (2011=100)

Consumer Price Index	October 2023	October 2024	% Change	Jan - Oct 2023 (AVG YTD)	Jan - Oct 2024 (AVG YTD)	% Change
Consumer Price Index	165.2	170.1	↑ 3.0%	163.8	168.7	↑ 3.0%

Adapted from Statistics Canada, [Table 18-10-0004-01](#) (Consumer Price Index, 2011 basket). This does not constitute an endorsement by Statistics Canada of this product.

Consumer Price Index by Province



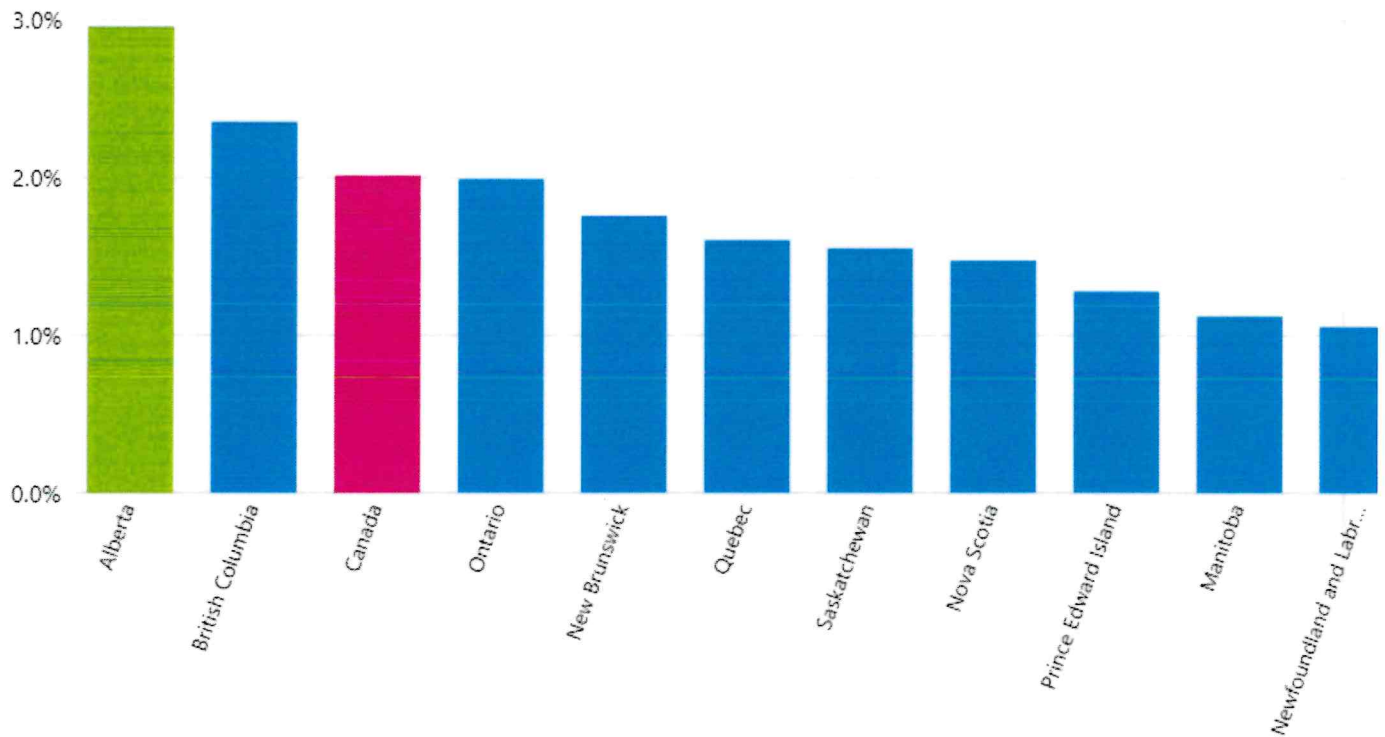
Annual Change, Index (2002=100)

View data for:

Sort by:

October 2024

Value Descending



Analysis

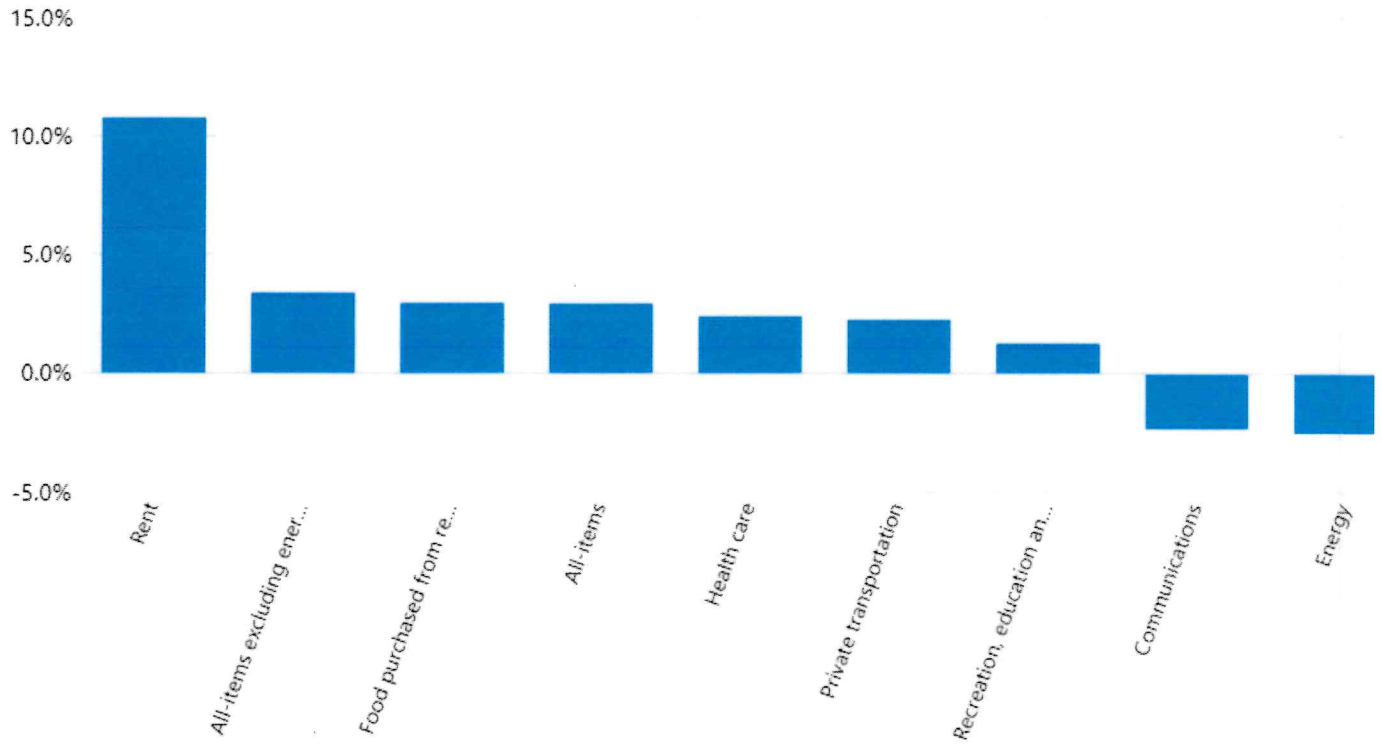
Data Tables

Adapted from Statistics Canada, [Table 18-10-0004-01](#) (Consumer Price Index, 2011 basket). This does not constitute an endorsement by Statistics Canada of this product.

Consumer Price Index by Product



October 2024 Value Descending



Analysis

Data Tables

Adapted from Statistics Canada, [Table 18-10-0004-01](#) (Consumer Price Index, 2011 basket). This does not constitute an endorsement by Statistics Canada of this product.

API Keys

- [Consumer Price Index for Alberta](#)
- [Consumer Price Index by Province](#)
- [Consumer Price by Product](#)

- [Jobs](#)
- [Staff directory](#)
- [Open Government Program](#)
- [Ministries](#)
- [Contact us](#)
- [Social media directory](#)



Updated - Nov 19, 2024

Consumer price index

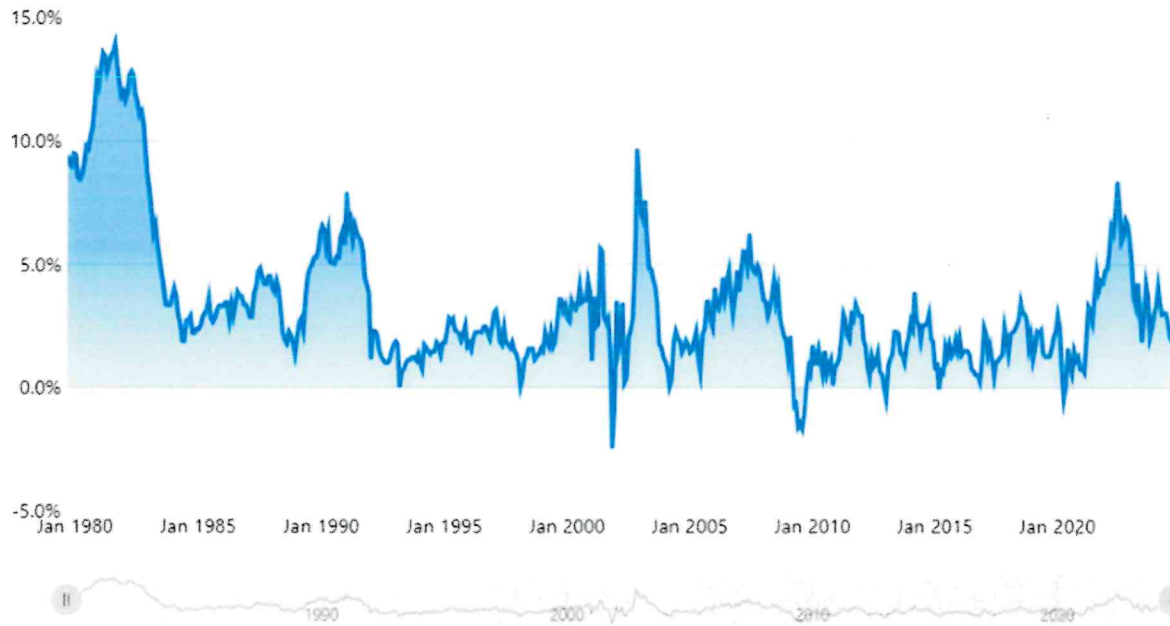
The Consumer Price Index (CPI) is an indicator of changes in consumer prices. It is obtained by comparing the cost of a fixed basket of goods and services purchased by consumers over time.

Show data for **Alberta** for **All-items**

On this page: [Alberta](#) | [Province](#) | [Product](#) | [API](#)

Consumer Price Index

Annual Change, Index (2002=100)



Analysis

Data Tables

Adapted from Statistics Canada, [Table 18-10-0004-01](#) (Consumer Price Index, 2011 basket). This does not constitute an endorsement by Statistics Canada of this product.

10.5

Consumer Price Index by Province



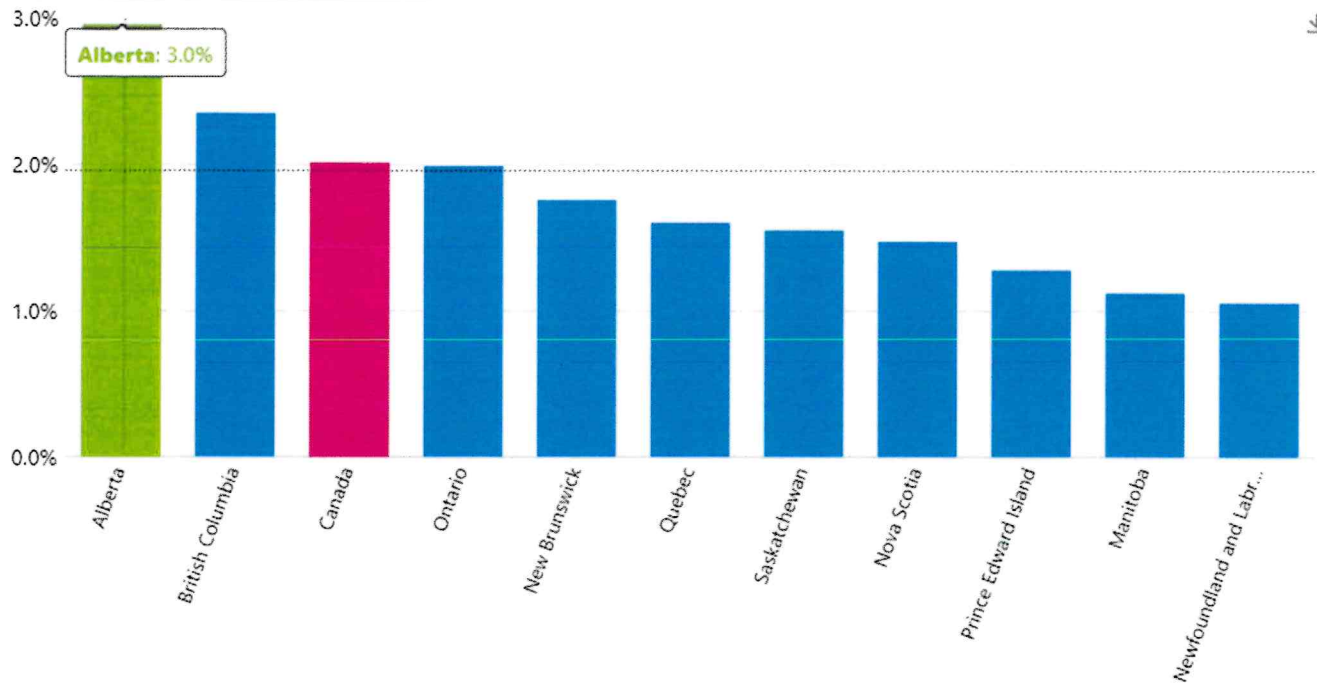
Annual Change, Index (2002=100)

View data for:

Sort by:

October 2024

Value Descending



Analysis



Data Tables



Adapted from Statistics Canada, [Table 18-10-0004-01](#) (Consumer Price Index, 2011 basket). This does not constitute an endorsement by Statistics Canada of this product.

10.5

Consumer Price Index by Product



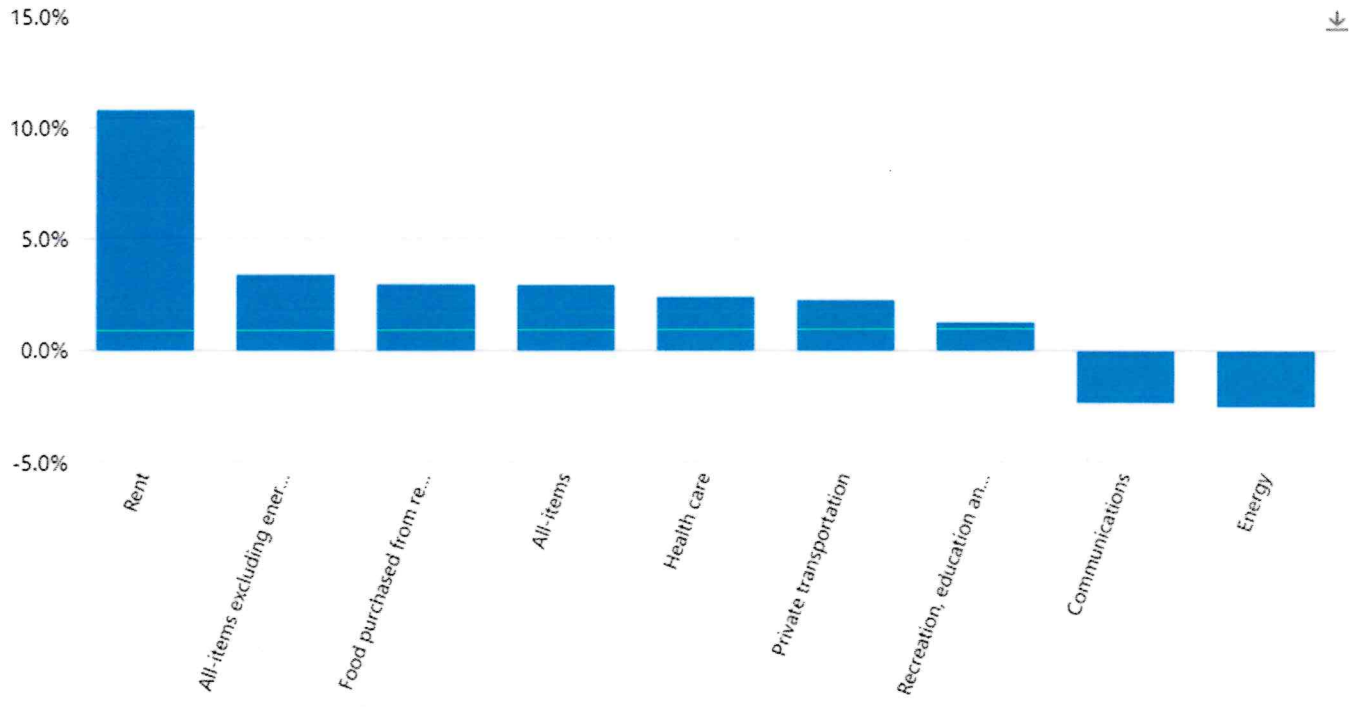
Annual Change, Index (2002=100)

View data for:

Sort by:

October 2024

Value Descending



Analysis



Data Tables



Adapted from Statistics Canada, [Table 18-10-0004-01](#) (Consumer Price Index, 2011 basket). This does not constitute an endorsement by Statistics Canada of this product.

10.5



The Daily



In the news	Indicators	Releases by subject
Special interest	Release schedule	Information

Consumer Price Index, October 2024

- Text
- Tables
- Related information
- Release schedule
- Previous release
- PDF (266 KB)

Released: 2024-11-19

The Consumer Price Index (CPI) rose 2.0% on a year-over-year basis in October, up from a 1.6% increase in September, as gasoline prices fell to a lesser extent in October (-4.0%) compared with September (-10.7%). The all-items CPI excluding gasoline rose 2.2% in October, the same growth rate as in August and September.

Prices for goods rose 0.1% on a year-over-year basis in October, following a 1.0% decline in September. In contrast, prices for services decelerated in October, rising 3.6%, the smallest yearly increase since January 2022. Over the past three years, prices for goods rose 10.2%, while prices for services increased 14.2%.

Consumer Price Index

October 2024

2.0%

(12-month change)

Source(s): Table [18-10-0004-01](#).

Food purchased from stores

October 2024

2.7%

(12-month change)

On a monthly basis, the CPI rose 0.4% in October following a 0.4% decline in September. On a seasonally adjusted monthly basis, the CPI increased 0.3%.

Smaller year-over-year decline in gasoline prices

Year over year, gasoline prices fell to a lesser extent in October (-4.0%) compared with September (-10.7%). The smaller decline is partly attributed to a base-year effect, as prices fell 6.4% month over month in October 2023, stemming from lower refining margins and weaker global oil consumption.

On a monthly basis, prices for gasoline were up 0.7% in October, following a 7.1% decline in September.

Slower rise in shelter prices

Shelter price growth continued to ease in October, rising 4.8% year over year, compared with a 5.0% increase in September. Slower price growth in the mortgage interest cost index in October (+14.7%) compared with September (+16.7%) applied downward pressure on the shelter component. Mortgage interest costs have been decelerating on a year-over-year basis since September 2023, following a peak in August 2023 (+30.9%).

Source(s): Table [18-10-0004-01](#).

Shelter

October 2024

4.8% 

(12-month change)

Source(s): Table [18-10-0004-01](#).

Transportation

October 2024

0.2% 

(12-month change)

Source(s): Table [18-10-0004-01](#).

Similarly, prices for rent grew at a slower pace in October, increasing 7.3% on a year-over-year basis, following an 8.2% gain in September. Nova Scotia (+5.2%) and Manitoba (+6.5%) decelerated the most. Although slowing, prices for rent continue to increase and remain elevated. Compared with October 2021, prices for rent increased 21.6%.

Prices for food purchased from stores rise at a faster pace

Prices for food purchased from stores rose at a faster pace year over year in October (+2.7%) compared with September (+2.4%). This was the third consecutive month price growth for groceries outpaced headline inflation. Notable contributors to the acceleration were higher prices for other fresh vegetables (+7.3%) and preserved fruit and fruit preparations (+7.6%). The acceleration was moderated by downward pressure from fresh or frozen beef in October (+7.0% compared with +9.2% in September), among other food items.

Chart 1

12-month change in the Consumer Price Index (CPI) and CPI excluding gasoline

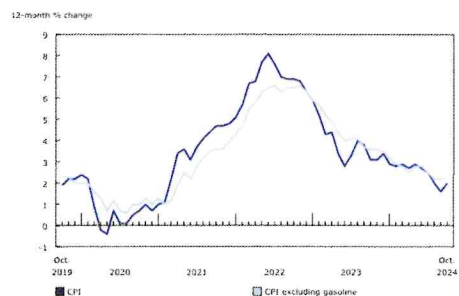


Chart 2

Prices increase in five of the eight major components in October

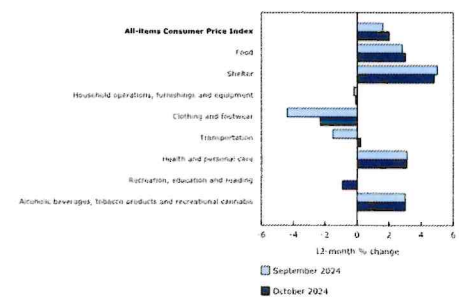
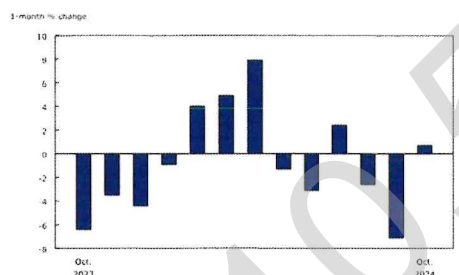


Chart 3

Prices for gasoline rise on a monthly basis in October



Regional highlights

Year over year, prices rose at a faster pace in October compared with September in all provinces.

Property taxes increase

Priced annually in October, property taxes and other special charges rose 6.0% on a year-over-year basis, compared with a 4.9% increase in October 2023. This was the highest yearly increase since 1992.

Year over year, property taxes and other special charges rose in all provinces in 2024, with prices increasing the most in Newfoundland and Labrador (+9.7%) followed by British Columbia (+8.0%).

Chart 4

Slower rise in shelter prices in October

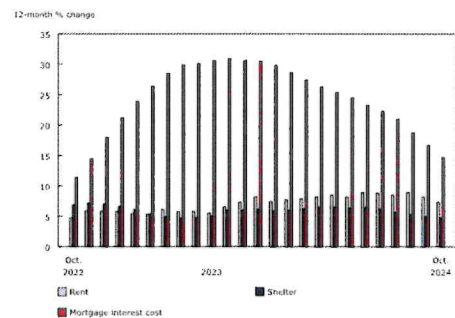
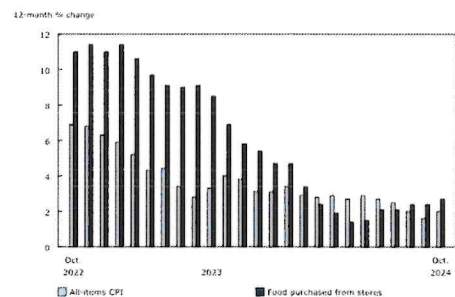


Chart 5

Price growth for groceries remains above the all-items Consumer Price Index (CPI) in October



Explore the Consumer Price Index tools

Check out Statistics Canada's [Food Price Data Hub](#), which features a variety of food price related statistics, articles and tools.

Check out the [Personal Inflation Calculator](#). This interactive calculator allows you to enter dollar amounts in the common expense categories to produce a personalized inflation rate, which you can compare to the

official measure of inflation for the average Canadian household—the Consumer Price Index (CPI).

Browse the [Consumer Price Index Data Visualization Tool](#) to access current ([Latest Snapshot of the CPI](#)) and historical ([Price trends: 1914 to today](#)) CPI data in a customizable visual format.

Property taxes and other special charges are determined by four factors: the assessed value of homes, municipal and provincial tax rates, charges levied by municipalities for specific services such as wastewater and garbage collection, and homeowner tax rebates.

Chart 6

The Consumer Price Index rises at a faster pace in all provinces on a year-over-year basis in October

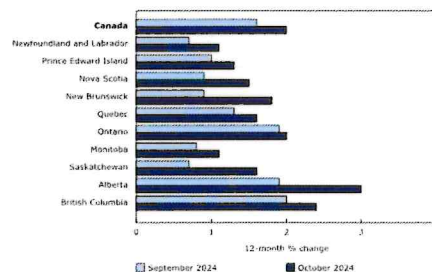
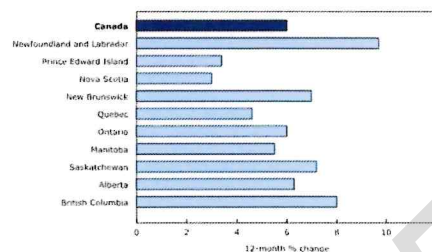


Chart 7

Property taxes and other special charges increase in all provinces



Did you know we have a mobile app?

10.5

Download our mobile app and get timely access to data at your fingertips! The [StatsCAN](#) app is available for free on the [App Store](#) and on [Google Play](#).



Table 1

Consumer Price Index, major components and special aggregates, Canada – Not seasonally adjusted



Table 2

Consumer Price Index for the provinces and for Whitehorse, Yellowknife and Iqaluit – Not seasonally adjusted



Table 3

Consumer Price Index, major components and special aggregates – Seasonally adjusted



Table 4

Consumer Price Index statistics (CPI), measures of core inflation – Bank of Canada definitions, Canada



Table 5

Main contributors to the 12-month and 1-month change in the Consumer Price Index

Note to readers

Visit the [Consumer Price Index portal](#) to find all Consumer Price Index (CPI) data, publications, interactive tools, and announcements highlighting new products and upcoming changes to the [CPI](#) in one convenient location.

10.5

Real-time data tables

Real-time data table [18-10-0259-01](#) will be updated on December 2. For more information, consult the document, "[Real-time data tables](#)."

Next release

The Consumer Price Index for November will be released on December 17.

Products

The "[Consumer Price Index Data Visualization Tool](#)" is available on the Statistics Canada website.

More information on the concepts and use of the Consumer Price Index (CPI) is available in *The Canadian Consumer Price Index Reference Paper (62-553-X)*.

For information on the history of the [CPI](#) in Canada, consult the publication *Exploring the first century of Canada's Consumer Price Index (62-604-X)*.

Two videos, "[An Overview of Canada's Consumer Price Index \(CPI\)](#)" and "[The Consumer Price Index \(CPI\) and Your Experience of Price Change](#)," are available on Statistics Canada's YouTube channel.

The podcast "[Eh Sayers Episode 18 - Why Food Inflation Is Such A Hard Nut To Crack](#)" is also available.

Find out [answers to the most common questions](#) posed about the [CPI](#) in the context of the COVID-19 pandemic and beyond.

Contact information

10.5

For more information, or to enquire about the concepts, methods or data quality of this release, contact us (toll-free **1-800-263-1136; 514-283-8300**; infostats@statcan.gc.ca) or Media Relations (statcan.mediahotline-ligneinfomedias.statcan@statcan.gc.ca).

Date modified:

2024-11-19

10.5

Table 1 – Consumer Price Index, major components and special aggregates, Canada – Not seasonally adjusted

	Relative importance{1},{2} %	October 2023 (2002=100)	September 2024 (2002=100)	October 2024 (2002=100)	September to October 2024 % change	October 2023 to October 2024 % change
All-items	100	158.6	161.1	161.8	0.4	2
Food	16.69	185	190.3	190.5	0.1	3
Shelter	29.15	176.3	183.5	184.8	0.7	4.8
Household operations, furnishings and equipment	13.01	131.3	131	131.2	0.2	-0.1
Clothing and footwear	4.55	97.2	92.8	95	2.4	-2.3
Transportation	16.9	169.5	169.3	169.9	0.4	0.2
Gasoline	4.09	229.1	218.4	220	0.7	-4
Health and personal care	5.23	147.3	151.9	151.9	0	3.1
Recreation, education and reading	10.27	128.6	127.5	127.5	0	-0.9
Alcoholic beverages, tobacco products and recreational cannabis	4.2	192.2	197.8	198	0.1	3
Special aggregates						
All-items excluding food	83.31	153.8	155.8	156.6	0.5	1.8
All-items excluding food and energy	76.3	149	151.7	152.4	0.5	2.3
All-items excluding alcoholic beverages, tobacco products and smokers' supplies and recreational cannabis	95.8	157.6	160	160.7	0.4	2
All-items excluding energy	92.99	155.1	158.1	158.8	0.4	2.4
All-items excluding gasoline	95.91	156.2	159.1	159.7	0.4	2.2
Energy{3}	7.01	206.2	198.3	198.9	0.3	-3.5
Goods	45.29	144.1	143.7	144.2	0.3	0.1
Durable goods	12.05	104.5	103.2	103.5	0.3	-1
Semi-durable goods	7.27	104.2	102.3	103.7	1.4	-0.5
Non-durable goods	25.98	180.7	181.8	182	0.1	0.7
Services	54.71	172.8	178.2	179	0.4	3.6

1. 2023 Consumer Price Index (CPI) basket weights at April 2024 prices, Canada, effective with the May 2024 CPI.

2. Figures may not add up to 100% as a result of rounding.

3. The special aggregate "energy" comprises electricity; natural gas; fuel oil and other fuels; gasoline; and fuel, parts and accessories for recreational vehicles.

Source(s):

Tables 18-10-0004-01 and 18-10-0007-01.

10.5

Table 2 – Consumer Price Index for the provinces and for Whitehorse, Yellowknife and Iqaluit – Not seasonally adjusted

	Relative importance{1},{2} %	October 2023 (2002=100)	September 2024 (2002=100)	October 2024 (2002=100)	September to October 2024 % change	October 2023 to October 2024 % change
Canada	100	158.6	161.1	161.8	0.4	2
Newfoundland and Labrador	1.3	160.2	161.9	161.9	0	1.1
Prince Edward Island	0.38	163.4	165.3	165.5	0.1	1.3
Nova Scotia	2.47	162.2	164.1	164.6	0.3	1.5
New Brunswick	1.87	158.8	160.7	161.6	0.6	1.8
Quebec	20.34	155.4	157.4	157.9	0.3	1.6
Ontario	40.8	160.3	162.8	163.5	0.4	2
Manitoba	3.15	159.6	160.4	161.4	0.6	1.1
Saskatchewan	2.8	160.6	162.3	163.1	0.5	1.6
Alberta	11.74	165.2	169.2	170.1	0.5	3
British Columbia	14.99	152.6	155.8	156.2	0.3	2.4
Whitehorse	0.07	156.1	159.7	159.6	-0.1	2.2
Yellowknife	0.07	157.1	159.4	160.8	0.9	2.4
Iqaluit (Dec. 2002=100)	0.02	141.5	144.2	143.6	-0.4	1.5

1. 2023 Consumer Price Index (CPI) basket weights at April 2024 prices, effective with the May 2024 CPI.

2. Figures may not add up to 100% as a result of rounding.

Source(s):

Tables 18-10-0004-01 and 18-10-0007-01.

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Table 3 – Consumer Price Index, major components and special aggregates – Seasonally adjusted{1}

	August 2024 (2002=100)	September 2024 (2002=100)	October 2024 (2002=100)	August to September 2024 % change	September to October 2024 % change
All-items	161.3	161.3	161.8	0	0.3
Food	190.5	191	191.6	0.3	0.3
Shelter	183.3	183.5	184.8	0.1	0.7
Household operations, furnishings and equipment	130.8	130.9	131	0.1	0.1
Clothing and footwear	92.7	92.5	93	-0.2	0.5
Transportation	170.9	170	170.5	-0.5	0.3
Health and personal care	150.9	151.5	151.8	0.4	0.2
Recreation, education and reading	126.7	126.7	126.4	0	-0.2
Alcoholic beverages, tobacco products and recreational cannabis	197.5	198	198.3	0.3	0.2
Special aggregates					
All-items excluding food	156	155.9	156.4	-0.1	0.3
All-items excluding food and energy{2}	151.5	151.8	152.1	0.2	0.2

1. A seasonally adjusted series is one from which seasonal movements have been eliminated. Each month, the previous month's seasonally adjusted index is subject to revision. On an annual basis, the seasonally adjusted values for the last three years are revised with the release of January data. Users employing Consumer Price Index (CPI) data for indexation purposes are advised to use the unadjusted indexes. For more information on the availability and uses of seasonally adjusted CPI data, please see the "Definitions, data sources and methods" section of survey (2301).

2. The special aggregate "energy" comprises electricity; natural gas; fuel oil and other fuels; gasoline; and fuel, parts and accessories for recreational vehicles.

Source(s):

Table 18-10-0006-01.

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Table 4 – Consumer Price Index statistics (CPI), measures of core inflation – Bank of Canada definitions, Canada{1,2}

	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024
	year-over-year % change	year-over-year % change	year-over-year % change	year-over-year % change	year-over-year % change	year-over-year % change
CPI-common{3,5}	2.4	2.2	2.2	1.9	2.1	2.2
CPI-median{4,6}	2.8	2.7	2.5	2.3	2.3	2.5
CPI-trim{4,7}	2.9	2.9	2.7	2.5	2.4	2.6
	index (January 1989=100)	index (January 1989=100)	index (January 1989=100)	index (January 1989=100)	index (January 1989=100)	index (January 1989=100)
CPI-median{4,6}	211.7	212.2	212.5	212.9	213.3	213.9
CPI-trim{4,7}	208.4	208.9	209.2	209.6	210	210.7

1. For more information on these measures of core inflation, please consult the methodology and general information documents found in the "Definitions, data sources and methods" section of survey (2301).
2. The Bank of Canada's measures of core inflation, CPI-common, CPI-median and CPI-trim are subject to revision. In the case of CPI-median and CPI-trim, this results from the fact that these measures are based on seasonally adjusted price index series. In the case of CPI-common, revisions are due to the statistical technique used, as the factor model is estimated over all available historical data. Table 18-10-0259-01 contains the historical release data for these three measures and will be updated every month.
3. This measure is based on the CPI series adjusted to remove the effect of changes in indirect taxes.
4. This measure is based on CPI series that have been treated to remove the effect of changes in indirect taxes and that have been seasonally adjusted.
5. CPI-common is a measure of core inflation that tracks common price changes across categories in the CPI basket.
6. CPI-median is a measure of core inflation corresponding to the price change located at the 50th percentile (in terms of CPI basket weights) of the distribution of price changes in a given month.
7. CPI-trim is a measure of core inflation that excludes CPI components whose rates of change in a given month are located in the tails of the distribution of price changes.

Source(s):

Table 18-10-0256-01.

10.5

Table 5 – Main contributors to the 12-month and 1-month change in the Consumer Price Index

**October 2023 to
October 2024
% change**

Main contributors to the 12-month change	
Main upward contributors	
Mortgage interest cost	14.7
Rent	7.3
Passenger vehicle insurance premiums	8.8
Food purchased from restaurants	3.4
Property taxes and other special charges	6
Main downward contributors	
Gasoline	-4
Telephone services	-7.9
Travel tours	-6.5
Air transportation	-2.6
Traveller accommodation	-8.5

**September to October
2024
% change**

Main contributors to the 1-month change, not seasonally adjusted	
Main upward contributors	
Property taxes and other special charges	6
Travel tours	5.3
Women's clothing	3.7
Mortgage interest cost	0.7
Rent	0.6
Main downward contributors	
Traveller accommodation	-15.8
Fresh vegetables	-2.8
Fresh fruit	-2.6
Air transportation	-2.1
Tools and other household equipment	-1.9

Source(s):

Table 18-10-0004-01.

10.5

Consumer price index portal

The Consumer Price Index (CPI) represents changes in prices as experienced by Canadian consumers. It measures price change by comparing, through time, the cost of a fixed basket of goods and services.

The goods and services in the CPI basket are divided into 8 major components: Food; Shelter; Household operations, furnishings and equipment; Clothing and footwear; Transportation; Health and personal care; Recreation, education and reading, and Alcoholic beverages, tobacco products and recreational cannabis. CPI data are published at various levels of geography including Canada, the ten provinces, Whitehorse, Yellowknife and Iqaluit, and select cities.

Find data on



[The Daily](#)



[Data](#)



[Analysis](#)



10.5

About CPI



Reference



Frequently asked questions

More related subjects: Consumer price indexes

10.5

Features



From Shelf to Statistic: An Overview of Food Price Measurement in the Consumer Price Index

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Evaluating different approaches to measuring owned accommodation in the Consumer Price Index

10.5



Shelter in the Canadian CPI: An overview, 2023 update

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Measuring pure price change: Exploring Shrinkflation in the Consumer Price Index

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The rise in prices for wheat-based food products, 2023

10.5



The Canadian Consumer Price Index Reference Paper

10.5



An Analysis of the 2024 Consumer Price Index Basket Update, Based on 2023 Expenditures



Methodological Supplement for the Monthly Average Retail Prices Table

Key indicators

Canada ▾

Consumer Price Index

(October 2024)

2.0% ↑

(12-month change)

Annual Average CPI

(2023)

157.1

3.9% ↑

(annual change)

10.5

CPI News

Next release

The CPI for November will be released on December 17.

Check out

The list of [representative products](#) of the CPI has been updated.

[Recent analytical products](#), this document provides an overview of the most recent analytical products published alongside the CPI.

[The Canadian Consumer Price Index Enhancement Timeline](#), an interactive timeline of the modernization of the CPI and related programs with dates, links, and summary of key developments.

[CPI fact check](#) to find answers to the most common questions about the CPI, including how food prices are collected and how shelter costs are measured.

Listen to the podcasts

[Why food inflation is such a hard nut to crack](#)

[In a movie about the economy, is inflation the bad guy?](#)

[Dude, where's my semiconductor?](#) to learn more about supply chains.

[Why should you care about inflation?](#)

Read our analysis

[Assessing the rise in broad-based inflationary pressure during 2021 and 2022](#)

10.5

Research to Insights: Consumer price inflation, recent trends and analysis

Personal Inflation Calculator



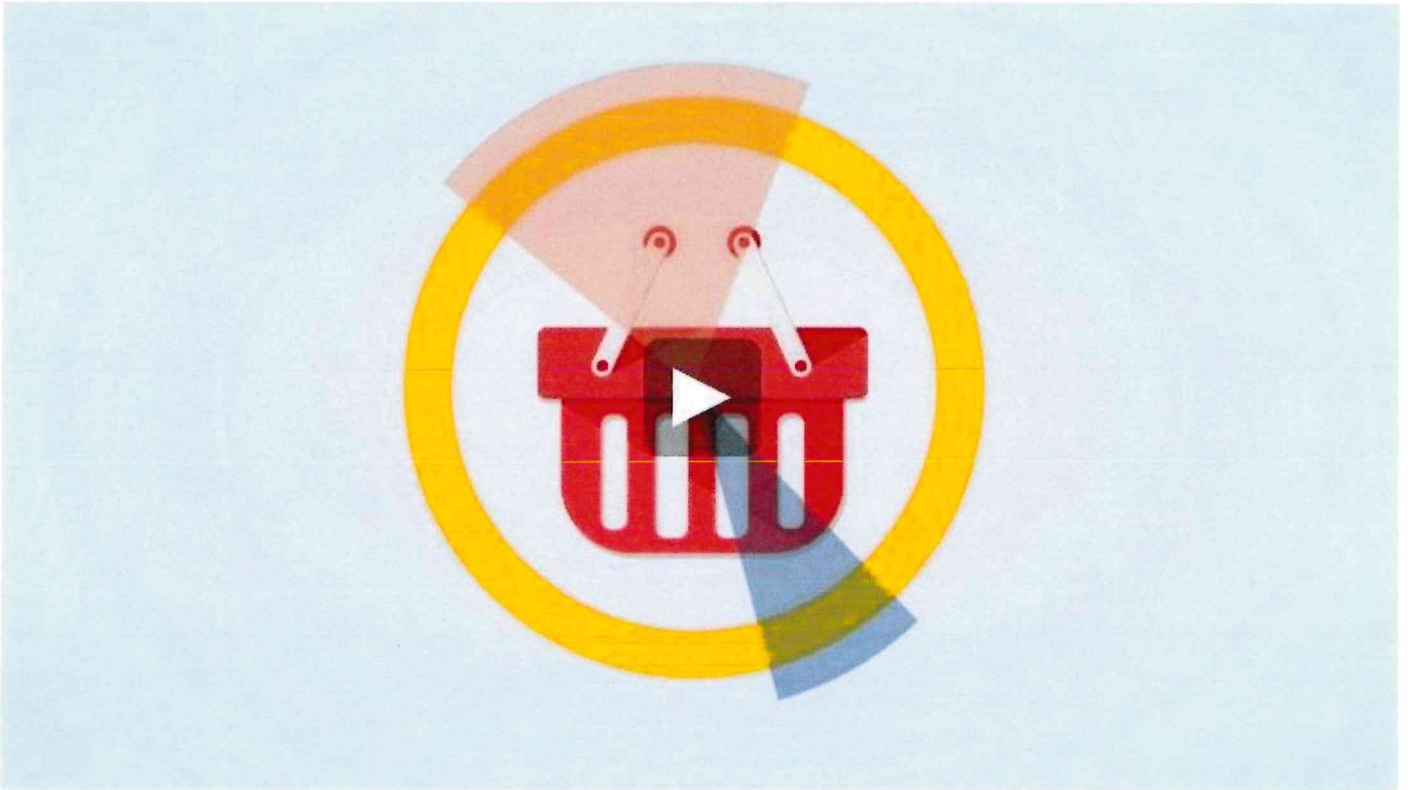
This Personal Inflation Calculator is an interactive tool that allows you to estimate your personal inflation rate based on your household expenses.

CPI Data Visualization Tool



The Consumer Price Index Data Visualization Tool is an interactive dashboard that provides access to current and historical CPI data in a dynamic and customizable format.

An overview of Canada's CPI



The video "[An overview of Canada's Consumer Price Index](#)" provides an overview of the CPI . It defines the CPI and looks at what it measures and how it is used.

The CPI and Your Experience of Price Change



The video "[The Consumer Price Index \(CPI\) and Your Experience of Price Change](#)" explains how and why the price change reported by the CPI may vary from the prices Canadians see on the shelves. It tells the story of Joe and Izzy, and how they each perceive price change as compared with the CPI.

Statistics Canada Training Institute – CPI



10.5

The online lecture "[Canada Training Institute - Consumer Price Index](#)" provides an introduction to Statistics Canada's definition and production of the CPI, which measures the rate at which prices of goods and services purchased by Canadian consumers change, on average, over a specified period of time.

Food Price Data Hub



The [Food Price Data Hub](#) offers access to a centralized collection of information on food prices in Canada.

Feedback

What do you want to see on this page? Fill out our [feedback form](#) to let us know.

Date modified:

2024-11-22

10.5

Disclosure: we are an independent nonprofit blog. We strive for accuracy, however please always cross-check our data with [Statistics Canada](#). We may also earn money from some of the products reviewed on the site. ([Read more](#))

The Consumer Price Index Jumps (+0.4%) in October 2024, Hits 2.0% Y-O-Y

[November 19, 2024](#) \ [Alex Demolitor](#)

Canada's consumer price index (CPI) rose by 2.0% year over year (Y-o-Y) in October, up from 1.6% Y-o-Y in September. Statistics Canada (StatsCan) published the data at 8:30 a.m. ET on November 19, 2024, via [The Daily](#) report. On a monthly basis, the CPI rose by 0.4% in October, a noticeable jump from the 0.4% decline in September. StatsCan noted how "gasoline prices fell to a lesser extent in October (-4.0%) compared with September (-10.7%)." As a result, the energy complex was less forgiving this month.

The CPI data outperformed across the board, with most metrics surpassing economists' consensus estimates. The table below is courtesy of [Investing.com](#). The left column represents October's figures, while the right column represents forecasters' expectations. As you can see, the sea of green highlights the ebbs and flows the Bank of Canada (BoC) may have to deal with in the months ahead.

08:30	 CAD	★ ☆ ☆	Common CPI (YoY) (Oct)	2.2%	2.1%
08:30	 CAD	★ ★ ☆	Core CPI (YoY) (Oct)	1.7%	
08:30	 CAD	★ ★ ☆	Core CPI (MoM) (Oct)	0.4%	
08:30	 CAD	★ ★ ☆	CPI (MoM) (Oct)	0.4%	0.3%
08:30	 CAD	★ ☆ ☆	CPI (YoY) (Oct)	2.0%	1.9%
08:30	 CAD	★ ☆ ☆	Median CPI (YoY) (Oct)	2.5%	2.2%
08:30	 CAD	★ ☆ ☆	Trimmed CPI (YoY) (Oct)	2.6%	2.4%

To that point, while the BoC cut interest rates by 50 basis points on Oct. 23, Governor [Tiff Macklem](#) said, "Going forward, we can expect to continue to see some monthly fluctuations in inflation. But overall, inflation is expected to remain close to target over the projection horizon as upward pressure from shelter and other services gradually diminishes and excess supply in the economy is absorbed."

Consequently, while the data came in hot, it remains well within the BoC's acceptable range.

In October 2024, good prices rose by 0.1% Y-o-Y, while services slipped to 3.6%, the smallest increase since January 2022. As a reminder, prices for goods and services are up by 10.2% and 14.2%, respectively, over the last three years.

10.5

Table 1
Consumer Price Index, major components and special aggregates, Canada – Not seasonally adjusted

	Relative importance ^{1,2}	October 2023	September 2024	October 2024	September to October 2024	October 2023 to October 2024
	%	(2002=100)			% change	
All-items	100.00	158.6	161.1	161.8	0.4	2.0
Food	16.69	185.0	190.3	190.5	0.1	3.0
Shelter	29.15	176.3	183.5	184.8	0.7	4.8
Household operations, furnishings and equipment	13.01	131.3	131.0	131.2	0.2	-0.1
Clothing and footwear	4.55	97.2	92.8	95.0	2.4	-2.3
Transportation	16.90	169.5	169.3	169.9	0.4	0.2
Gasoline	4.09	229.1	218.4	220.0	0.7	-4.0
Health and personal care	5.23	147.3	151.9	151.9	0.0	3.1
Recreation, education and reading	10.27	128.6	127.5	127.5	0.0	-0.9
Alcoholic beverages, tobacco products and recreational cannabis	4.20	192.2	197.8	198.0	0.1	3.0
Special aggregates						
All-items excluding food	83.31	153.8	155.8	156.6	0.5	1.8
All-items excluding food and energy	76.30	149.0	151.7	152.4	0.5	2.3
All-items excluding alcoholic beverages, tobacco products and smokers' supplies and recreational cannabis	95.80	157.6	160.0	160.7	0.4	2.0
All-items excluding energy	92.99	155.1	158.1	158.8	0.4	2.4
All-items excluding gasoline	95.91	156.2	159.1	159.7	0.4	2.2
Energy ³	7.01	206.2	198.3	198.9	0.3	-3.5
Goods	45.29	144.1	143.7	144.2	0.3	0.1
Durable goods	12.05	104.5	103.2	103.5	0.3	-1.0
Semi-durable goods	7.27	104.2	102.3	103.7	1.4	-0.5
Non-durable goods	25.98	180.7	181.8	182.0	0.1	0.7
Services	54.71	172.8	178.2	179.0	0.4	3.6

1. 2023 Consumer Price Index (CPI) basket weights at April 2024 prices, Canada, effective with the May 2024 CPI.

2. Figures may not add up to 100% as a result of rounding.

3. The special aggregate "energy" comprises electricity; natural gas; fuel oil and other fuels; gasoline; and fuel, parts and accessories for recreational vehicles.

Source(s): Tables [18-10-0004-01](#) and [18-10-0007-01](#).

Core CPI Jumps in October 2024

Core measures of the CPI increased in October 2024, with the CPI-common index rising to +2.2% (from +2.1%), the CPI-median to +2.5% (from +2.3%), and the CPI-trim to +2.6% (from +2.4%). These measures exclude the impacts of food and energy, and the BoC places heavy emphasis on core measures because they provide a smoothed distribution of overall inflation.

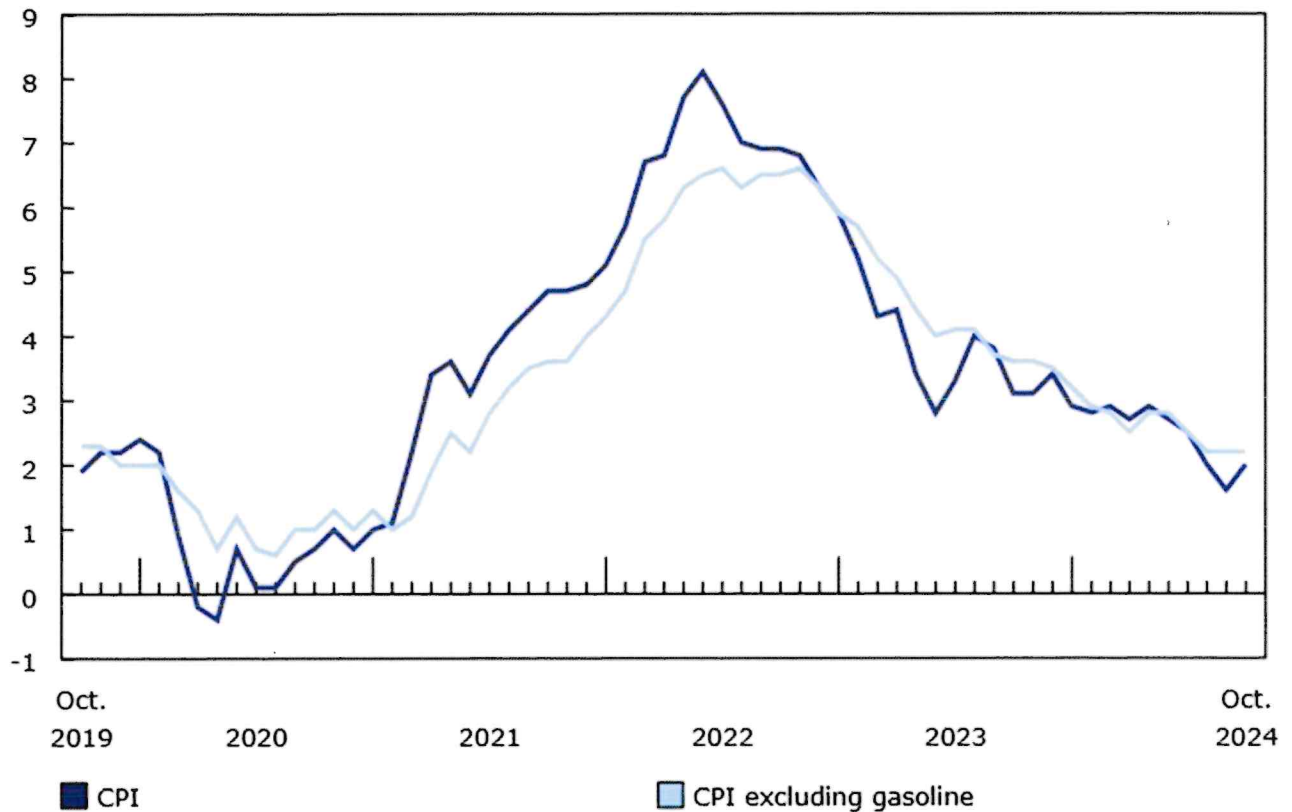
Please note that food and energy prices are highly volatile and price spikes can occur for reasons outside of the BoC's control. In contrast, core inflation is largely driven by consumer demand and gives the BoC a better sense of how the Canadian economy is functioning.

10.5

Chart 1

12-month change in the Consumer Price Index (CPI) and CPI excluding gasoline

12-month % change



Source(s): Table [18-10-0004-01](#).

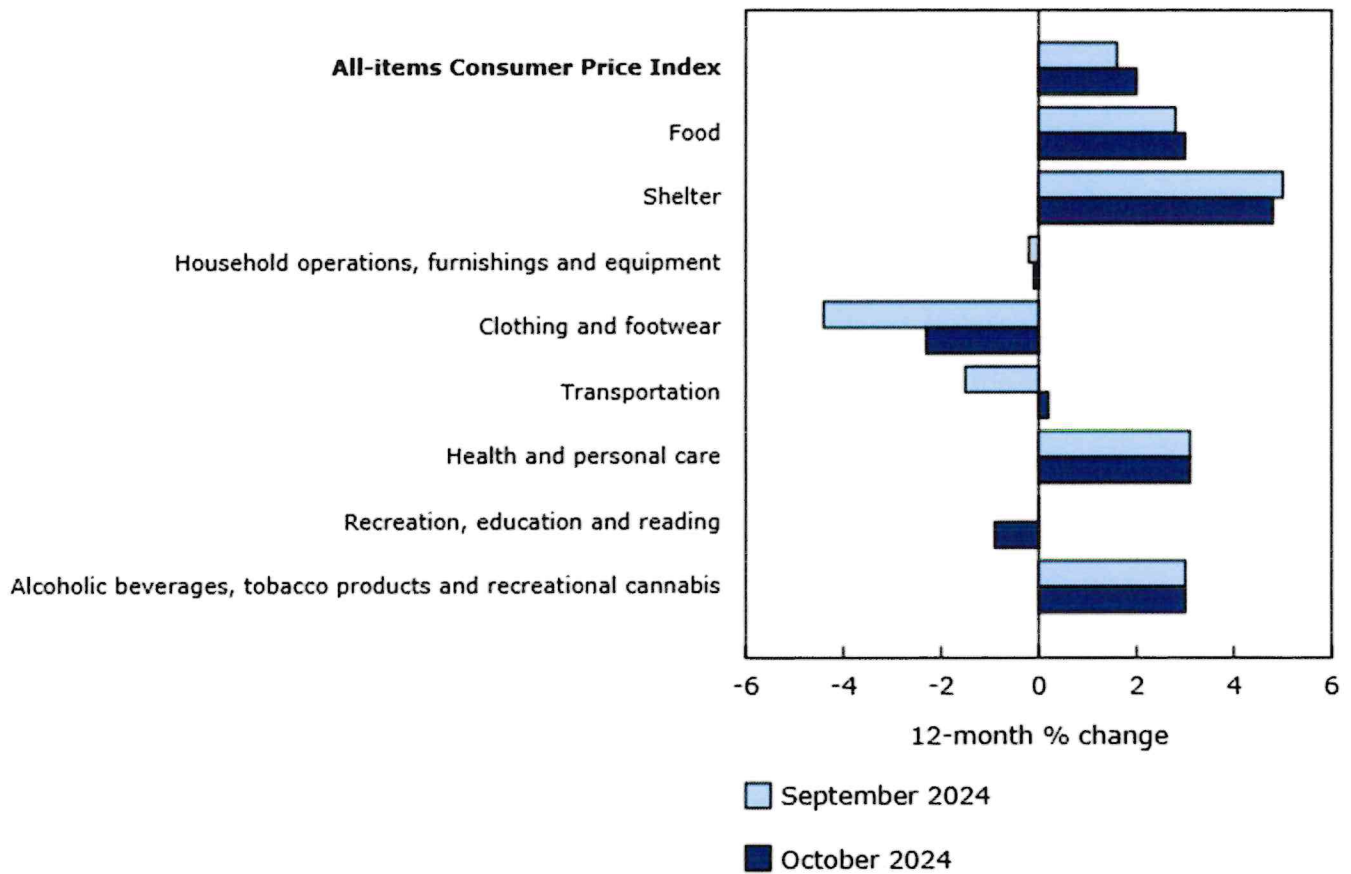
Mixed Sector Performances

Food bounced, shelter slowed, clothing and household items realized less deflation, and transportation prices flipped from deflation to inflation. Add it all up, and five of the eight major sectors recorded October increases.

For context, the eight sectors include food, shelter, household operations, furnishings and equipment, clothing and footwear, transportation, health and personal care items, recreation and education expenses, and alcohol and tobacco products.

10.5

Chart 2 Prices increase in five of the eight major components in October



Source(s): Table [18-10-0004-01](#).

Grocery Inflation Surpasses September

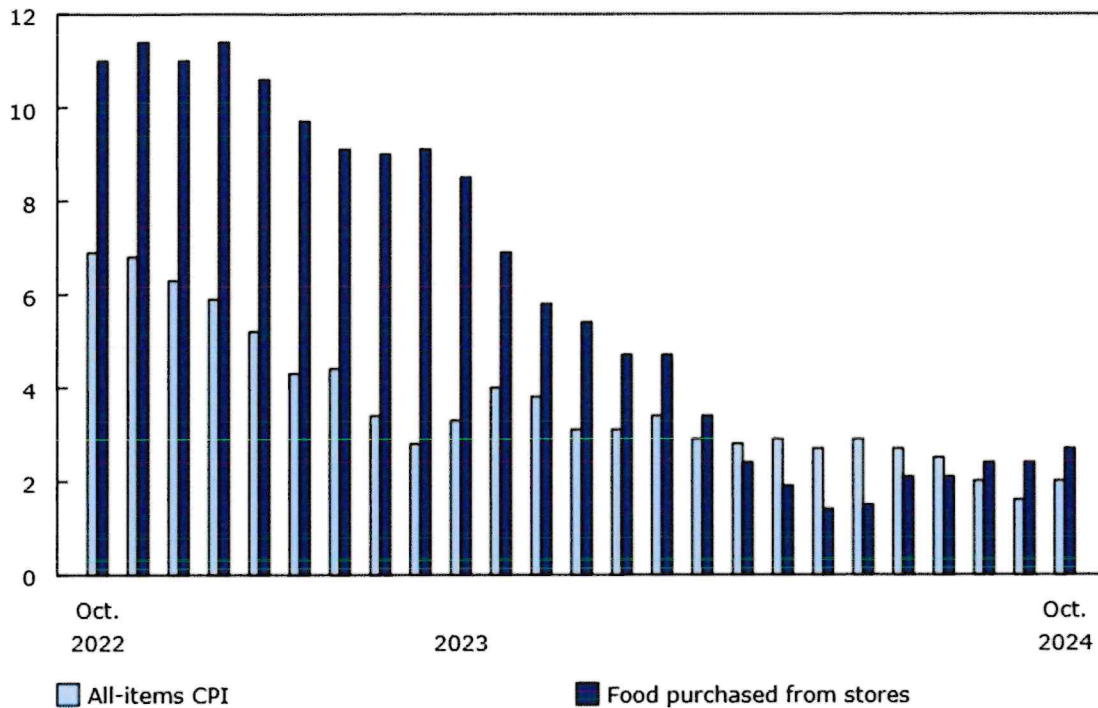
Food inflation rose by 2.7% Y-o-Y in October, up from 2.4% in September. Fresh vegetables (+7.3%) and preserved fruit and fruit preparations (+7.6%) led the way, while a 7.0% rise in frozen beef (vs. +9.2% in September) helped mitigate the outperformance.

10.5

Chart 5

Price growth for groceries remains above the all-items Consumer Price Index (CPI) in October

12-month % change



Source(s): Table 18-10-0004-01.

Path Unchanged?

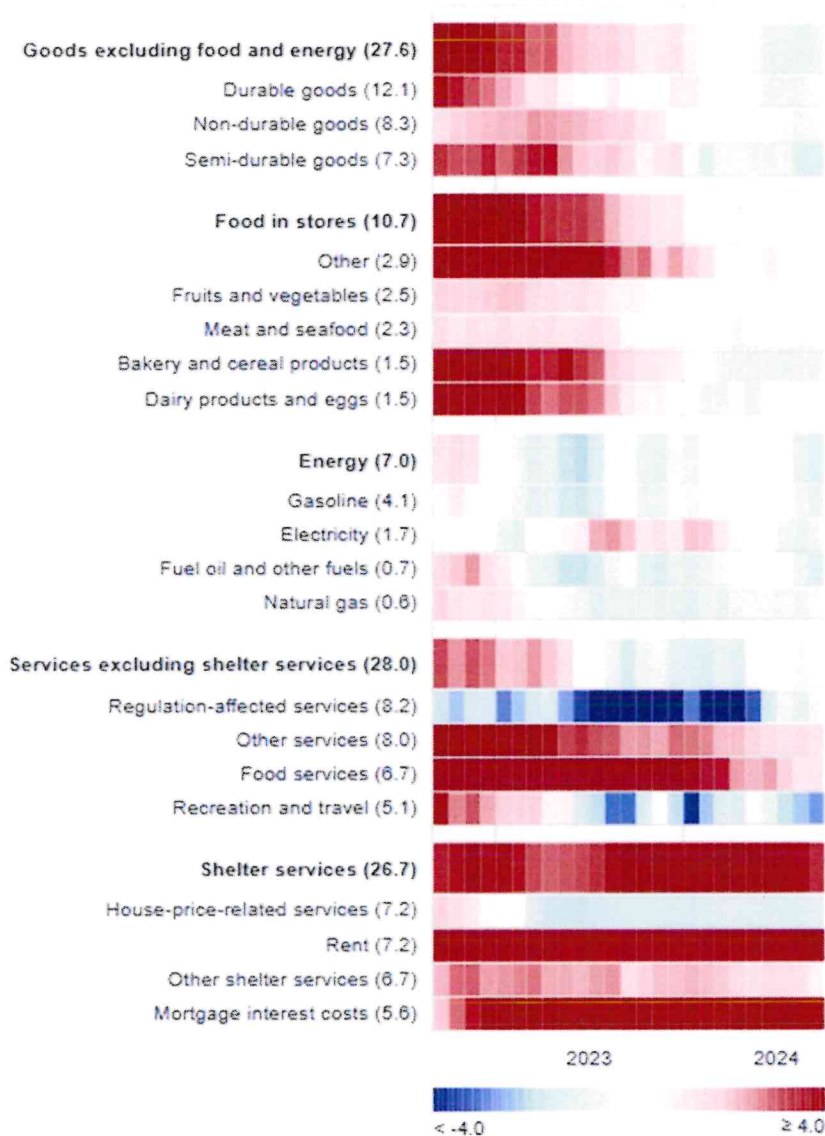
While October's inflation surprise has hawkish implications, the BoC will likely continue down its rate-cut path. Macklem has noted that monthly fits and starts should be expected, so he's unlikely to overreact to one month's data, regardless of the result.

As evidence, the BoC's latest [Monetary Policy Report](#) (released on Oct. 23), stated that "Inflation is now around 2% and is expected to remain near the middle of the Bank of Canada's control range of 1% to 3% over the projection."

Moreover, while services remain problematic, "Inflation in many components of the CPI, particularly those for goods, is below historical averages." The heat map below quantifies the data, and has become a source of optimism for the BoC.

10.5

Chart 10: Inflation in many CPI components is running below historical averages



Likewise, the BoC included the following shelter forecasts in its core CPI projection: “Inflation in shelter prices is expected to moderate gradually from elevated levels.

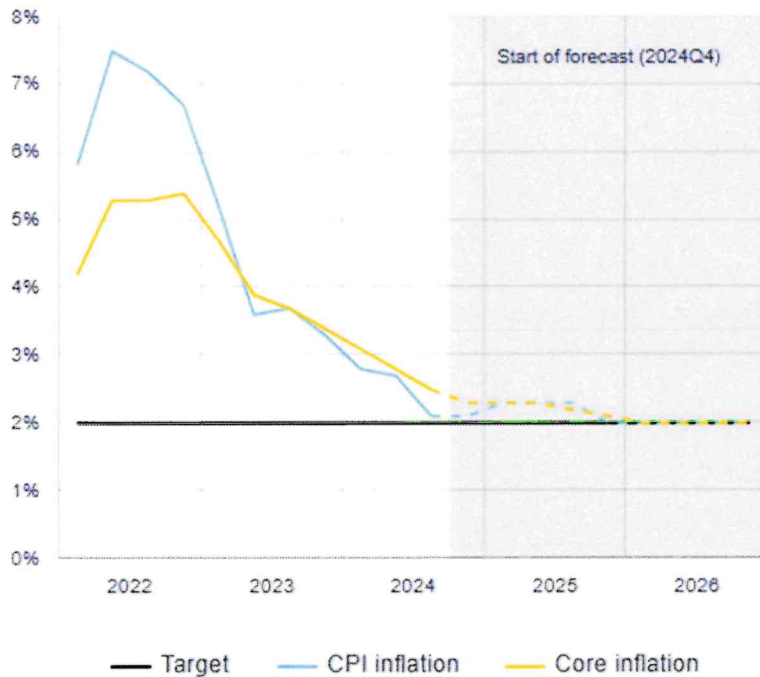
- Inflation in mortgage interest costs will ease from a high level, aided by the decline in interest rates.
- CPI rent inflation is projected to decrease slowly, reflecting a gradual adjustment to past increases in new rents.
- In contrast, CPI components related to house prices are projected to rise.”

The end result? According to the BoC, stable core inflation through 2026.

10.5

Chart 14: Core inflation is projected to gradually decline to 2%

Year-over-year percentage change, quarterly data



Erratum: The data on Chart 14 was incorrect for CPI inflation in 2025Q1. It has been revised from 2.2% to 2.3%.

Note: Core inflation is the average of CPI-trim and CPI-median.

Sources: Statistics Canada and Bank of Canada calculations, estimates and projections

Overall, October's CPI results likely did little to derail lower interest rates in the months ahead. And with looser monetary policy bullish for gold and silver, precious metals should benefit as geopolitical tailwinds also support their long-term outlooks.

The chart below highlights how professional futures traders continue to buy gold and how the current backdrop aligns with similar periods of global conflict. As such, the PMs should remain attractive assets in 2025.

10.5

Exhibit 9: Historically, Gold Positioning Tends to Rise During Periods of Uncertainty as Investors Seek Safe Havens



The six US tariff announcement episodes took place between May and October 2019.

Source: Goldman Sachs Global Investment Research

Furthermore, precious metals assets such as gold and silver have typically [held their value more reliably than stocks](#) during periods of high inflation and global uncertainty. In today's polarised environment, physical assets and commodities such as real estate and precious metals may provide a strategic hedge.

Dedicating a small portion of one's TFSA or RRSP portfolio to precious metals may help mitigate some of the negative effects of inflation. If you want to get started with investing in metals such as gold and silver, read [our free guide to gold buying in Canada in 2024](#) today.



Alex Demolitor


Alex Demolitor is a financial writer hailing from Halifax. Alex has a Bachelors Degree from King's College and passed the CFA Exam Level III. He specializes in fundamental analysis of the stock, bond, commodity, and FX markets. He also covers US & Canadian economic indicators. He has been published on many financial publications, including [Investing.com](#), FXEmpire and others.

[Canadian inflation](#)

10.5

The logo for the City of Edmonton, featuring the word "Edmonton" in white text on a blue rectangular background.

Edmonton

A photograph of the Edmonton skyline at night, featuring the illuminated Peace Bridge and various city buildings.

City of Edmonton

Q3 2024 Economic Update

City of Edmonton Corporate Economics

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10.5

Summer 2024 Economic Outlook Highlights

The City's summer 2024 economic outlook was finalized in August, and reflected developments in the Edmonton and census metropolitan area (CMA) economies over the first half of 2024. This outlook also contemplated the implications of upcoming federal policy announcements on non-permanent immigration that could impact key variables, such as population growth, over the medium term. However, when the summer outlook was being developed specific details on implementation of the non-permanent immigration policy changes were not available. The federal government released details on non-permanent immigration policy direction and changes to permanent immigration targets on October 24, 2024. These changes will be examined and taken into consideration in the City's winter 2025 outlook. Highlights from the summer outlook are provided below.

Near Term:

- After growing an estimated 3.4 per cent in 2023, real gross domestic product (GDP) in Edmonton was forecast to grow 1.9 per cent in 2024 and 2.6 per cent in 2025.
- Across industry sectors, real GDP growth rates in Edmonton were expected to be strongest in the educational services (+5.8 per cent), construction (+3.4 per cent), and utilities (+2.7 per cent) sectors in 2024. In 2025, real GDP growth rates for the construction (+3.9 per cent) and transportation and warehousing (+3.9 per cent) sectors were forecast to be highest among sectors.
- Following 5.1 per cent growth between 2022 and 2023, Edmonton's population was forecast to grow 4.5 per cent in 2024, slowing to 2.3 per cent growth in 2025.
- The outlook for Edmonton real GDP per capita was for growth to remain in negative territory in 2024, followed by positive, albeit modest, growth in 2025.
- The summer outlook for the Edmonton CMA in 2024 took into consideration a more evident softening in labour market conditions compared to the spring outlook. Employment growth in the summer outlook was forecast to average 1.4 per cent in 2024 and 2.3 per cent in 2025.
- The Edmonton CMA unemployment rate was forecast to rise in 2024 to average 7.4 per cent, as employment growth was projected to continue trailing labour force and working age population growth. The unemployment rate is anticipated to decline in 2025 to 6.7 per cent.
- The outlook for Edmonton CMA consumer prices was for Consumer Price Index (CPI) inflation to continue moderating, averaging 3.1 per cent in 2024 and 2.3 per cent in 2025.

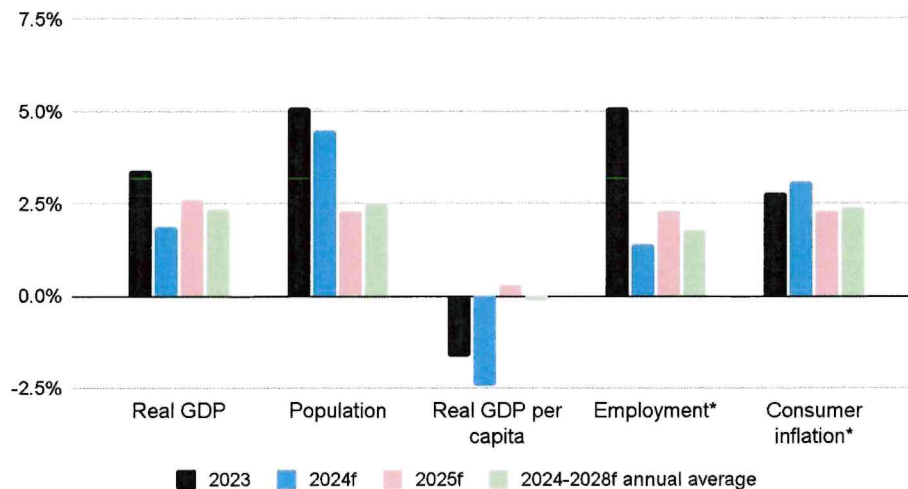
Medium Term:

- Real GDP is forecast to average 2.4 per cent growth annually between 2024 and 2028. At the sectoral level, annual average growth over this period is forecast to be

highest in the transportation and warehousing (+3.1 per cent), finance, insurance and real estate (+2.9 per cent), and accommodation and food services (+2.9 per cent) sectors.

- Over the 2024-2028 period, population growth was projected to average 2.5 per cent annually, with net migration being the largest contributor to growth over this period.
- Edmonton real GDP per capita is expected to average a contraction of 0.1 per cent annually between 2024 and 2028. Though positive growth annually is predicted between 2025 and 2028, it is expected to be modest, not offsetting the significant contraction forecast in 2024.
- Employment growth in the summer outlook was forecast to average 1.8 per cent annually between 2024 and 2028 in the Edmonton CMA. Annual average employment growth over the 2024-2028 period is forecast to be highest in the public administration (+3.7 per cent) and business, building and other support services (+3.0 per cent) sectors.
- Over the 2024-2028 period, the unemployment rate was forecast to average 6.5 per cent in the Edmonton CMA, steadily declining over the first four years of the time period due to the combination of modest improvements to annual average employment growth and softer average annual labour force growth.
- Over the next five years, consumer inflation in the Edmonton CMA was forecast to stabilize and average 2.4 per cent annually.

Growth forecast, select indicators - Edmonton



Sources: Statistics Canada, Alberta Treasury Board and Finance, City of Edmonton, and Stokes Economics.

Notes: "f" = forecast; and * signifies an Edmonton CMA-level indicator

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Q3 2024 Economic Overview

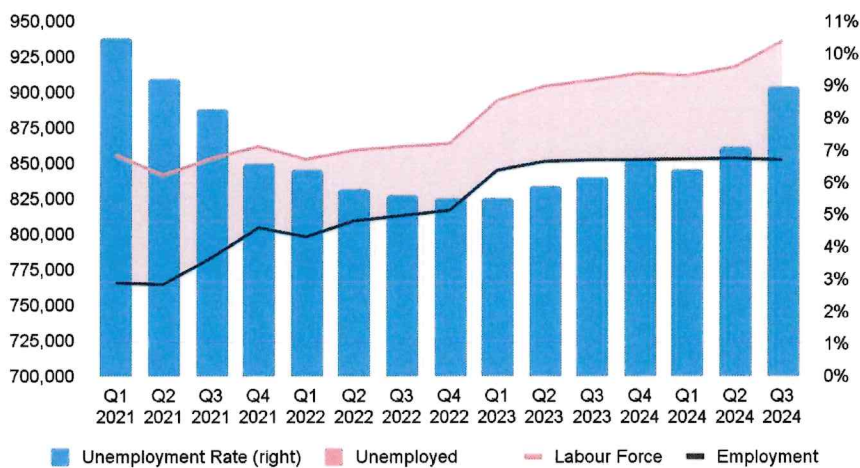
Estimates of quarterly provincial population, combined with those for the Edmonton CMA working age population from Statistics Canada's Labour Force Survey, point to continued robust growth in the Edmonton CMA population in Q3 2024. The rapid pace of population growth is having a significant impact on Edmonton CMA economic activity, particularly in the housing market. Housing demand has been elevated in recent years from the growing population, which has generally led to increased sales activity in the Greater Edmonton Area (GEA) resale market and price growth. In 2024, elevated housing demand has also contributed to a rise in residential building construction activity, though new housing price inflation has been restrained when compared to price trends in the GEA MLS Home Price Index (HPI) composite benchmark price and Edmonton CMA CPI inflation for rented accommodation. Despite growth in residential investment through building construction, Edmonton CMA labour market conditions have weakened considerably in 2024, which may be holding back individual household demand. These developments support the City's expectations for real GDP growth in Edmonton and the CMA to moderate in 2024.

Details of Q3 2024 developments in the Edmonton CMA related to the labour market and inflation, and in Edmonton housing and residential building construction are provided below.

Labour Market

Quarterly growth in the Edmonton CMA working age and provincial-level populations suggest 2024 has seen a continuation of the Edmonton CMA's exceptional population expansion that started in late 2022 and accelerated in 2023. However, unlike in 2023, the CMA labour market in 2024 has had greater difficulty absorbing the influx of job seekers. The seasonally adjusted working age population in the Edmonton CMA was 1.5 per cent higher in Q3 2024 than the previous quarter, marking the seventh consecutive quarter with quarter-over-quarter growth in excess of one per cent. Since the end of 2023, the working age population has grown 4.3 per cent, but the labour force has only grown 2.5 per cent and employment has been essentially flat. This has led the unemployment rate to climb from 6.7 per cent in Q4 2023 to 9.0 per cent in Q3 2024, which was highest among Canada's CMAs. The softening in the labour market has also been reflected in job vacancy data, where the annualized decline in vacancies in the Edmonton economic region, a larger geography than the CMA, has accelerated for three consecutive quarters to Q2 2024. The year-to-date ratio of unemployed to job vacancies over the first months of the year averaged 2.5, the highest ratio since 2021.

Labour Market Indicators - Edmonton CMA

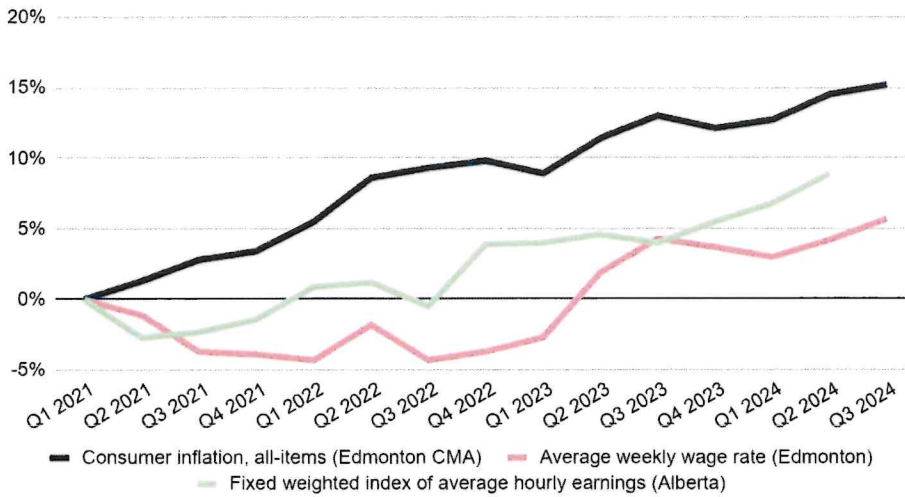


Source: Statistics Canada, seasonally adjusted

On a sectoral basis, employment growth has been marginal in both the goods (+0.6 per cent) and services (+0.5 per cent) sectors over the first three quarters of 2024, compared to the same period in 2023, with annualized growth slowing throughout the year. In the third quarter, annualized growth was concentrated in the goods sector (+2.3 per cent), with growth declining 0.5 per cent in the services sector. Only five of 15 sectors—accounting for just over one third of Edmonton CMA employment in Q3 2024—displayed annualized growth in Q3, led by educational services (+31 per cent), public administration (+21 per cent), and construction (+11 per cent).

There have been positive developments in the labour market in 2024 despite signs of weakening. The growth in Edmonton CMA employment was concentrated in full-time employment, which grew at an annualized rate of 0.6 per cent in Q3 and on a year-to-date basis was 1.2 per cent higher than the same period in 2023. The full-time employment growth was especially strong for youths (15-24 years of age) in Q3, with annualized growth of 5.8 per cent, reversing a three-quarter trend of negative growth. There have also been positive signs in earnings as Q3 extended the trend of annualized average weekly wage growth in the Edmonton CMA to eight consecutive quarters. At 3.1 per cent, year-to-date weekly wage growth through the first nine months of the year surpassed consumer price inflation (+2.7 per cent). However, the bulk of that year-to-date growth happened in the first six months of 2024, as Q3 saw annualized growth below consumer price inflation. Since Q1 2021, the last quarter before consumer inflation started materially accelerating, Edmonton CMA average weekly wage growth up to Q3 2024 trailed consumer price inflation by almost 10 percentage points. While Edmonton CMA wage data doesn't account for compositional changes like hours worked in a typical week, a similar trend exists in data for Alberta that better accounts for such changes (see chart).

Cumulative Growth in Prices and Earnings since Q1 2021



Source: Statistics Canada

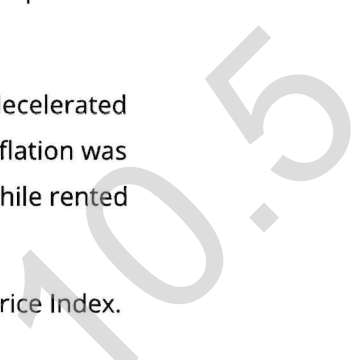
The summer 2024 outlook for the Edmonton CMA was revised from the spring outlook to reflect the softening labour market. Nevertheless, developments since Q2 suggest a risk of even weaker employment growth in the Edmonton CMA over the remainder of 2024. With labour force growth accelerating in Q3, the year could end with a higher unemployment rate than currently forecast. Over the medium term, labour force growth is expected to moderate and track at or below employment growth, resulting in an improving unemployment rate starting in 2025.

Consumer Inflation

Q3 2024 saw continued deceleration in annualized Edmonton CMA consumer inflation¹ that emerged in Q2. Consumer prices in the CMA increased an average of 2.0 per cent in Q3 2024, down from 3.5 per cent in Q1 and 2.7 per cent in Q2. Over the first nine months of 2024 in total, consumer inflation averaged 2.7 per cent in the Edmonton CMA, down from the same period in 2023 and the first six months of the year, which both saw annualized inflation average 3.1 per cent. The deceleration in Q3 was in line with softening inflation seen across Canada. This coincided with an easing in monetary policy by the Bank of Canada, which lowered its target policy interest rate from 5.0 per cent to open 2024 to 3.75 per cent as of October 23, 2024.

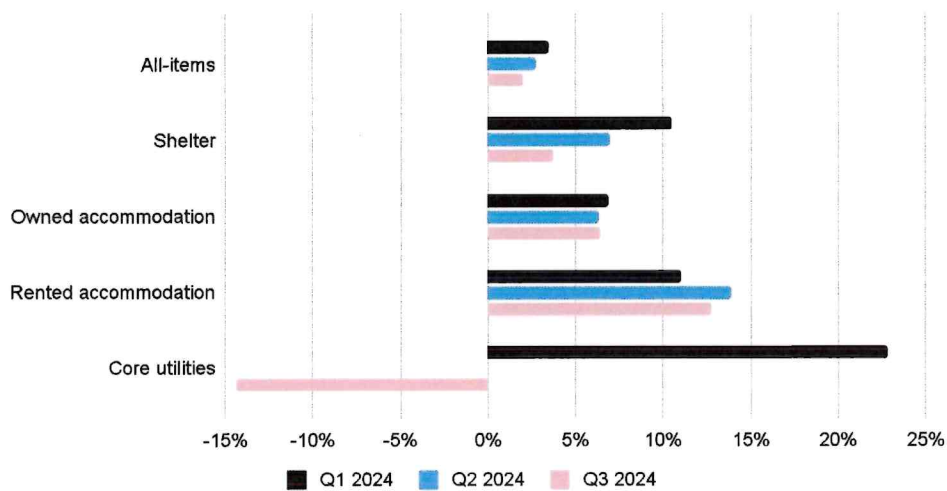
Led by a sharp reversal in annualized inflation for core utilities, shelter inflation decelerated in the Edmonton CMA over the first three quarters of 2024. Annualized shelter inflation was 3.8 per cent in Q3 2024, down from 10.5 per cent in Q1 and 7.0 per cent in Q2. While rented

¹ As measured by annualized per cent changes in Statistics Canada’s Consumer Price Index.



accommodation annualized inflation has remained in double digits throughout 2024, coming in at 13 per cent in Q3, and owned accommodation has remained above six per cent all year, core utilities prices saw 14 per cent annualized deflation in Q3, down from 22 per cent growth in the same quarter of 2023 and from zero per cent growth in Q2 2024. Despite these developments, over the first nine months of 2024, annualized shelter inflation in the Edmonton CMA still averaged 7.0 per cent.

Annualized Consumer Inflation - Edmonton CMA



Source: Statistics Canada

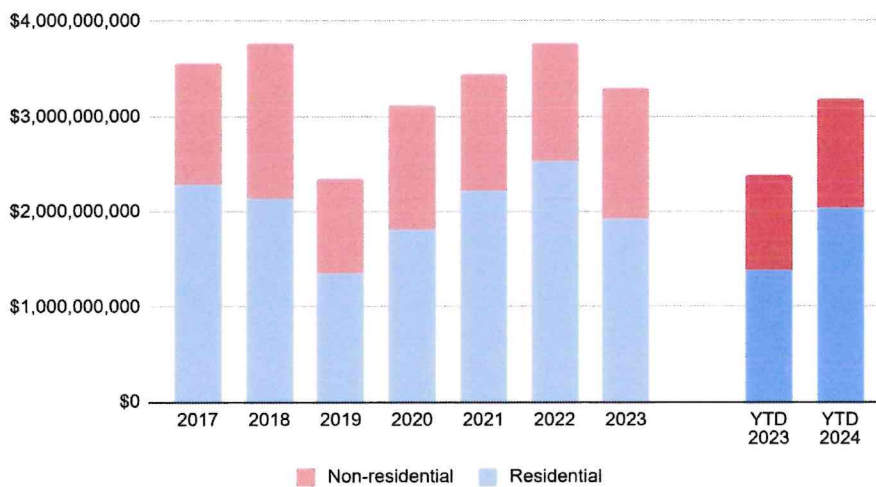
Consumer inflation developments over Q3 2024 resulted in year-to-date annualized inflation below the annual inflation forecast of 3.1 per cent for 2024. There remains some upside risks over Q4 though, especially in relation to shelter inflation. Moderating inflation is expected to continue into 2025, when it is forecast to average 2.3 per cent.

Housing and Residential Building Construction

According to the Realtors Association of Edmonton, there were 5,314 residential unit sales in Edmonton in Q3 2024, representing a 15 per cent gain over Q3 2023. Between July and September 2024, there were 7,271 new listings, which represents annualized growth of 6.7 per cent. With sales growth outpacing new listings growth, the quarterly average sales-to-new listings ratio rose from 68 per cent in Q3 2023 to 73 per cent in Q3 2024. These observations suggest demand in the Edmonton resale market remains elevated, and market conditions were more favourable to sellers, similar to prior quarters this year. In the GEA, resale market developments followed a similar trend, with the Q3 sales-to-new listings ratio rising from an average of 69 per cent in 2023 to 76 per cent in 2024.

There has also been elevated demand for new homes, which has contributed to a rise in activity from the Edmonton residential construction sector this year, based on developments in building permits and housing starts. In Q3, the total value of building permits issued by the City of Edmonton increased from \$916.6 million in 2023 to \$1.1 billion in 2024. This brought the value of building permits over the first three quarters of 2024 to \$3.2 billion, a 33 per cent increase over the same period in 2023. This growth was largely driven by building intentions for new residential structures, which were valued at \$613.5 million in Q3 2024, up 63 per cent compared to Q3 2023. Building permit values for new residential construction from January to September 2024 were 53 per cent higher at \$1.8 billion.

Value of Building Permits Issued - Edmonton

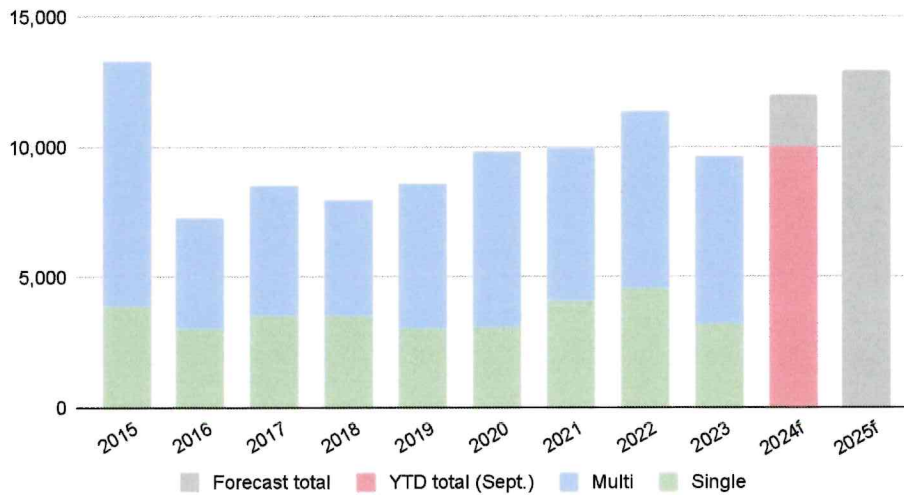


Source: City of Edmonton

Notes: "YTD" = year-to-date September; residential includes single, semi-detached, row, and apartment structures; and non-residential includes commercial, industrial, and institutional structures.

Through September 2024, building intentions for new dwelling units have been concentrated in single-family dwellings (41 per cent), followed by apartments (29 per cent). This trend is consistent with the composition of new housing starts in Edmonton in recent years. In Q3, housing starts in Edmonton totalled 3,828 units in 2024, 27 per cent growth over 2023. The strongest growth by dwelling type was for single detached (+59 per cent), followed by semi-detached dwellings (+32 per cent). The 27 per cent gain in starts over Q3 added to an already high pace of new home construction over the first half of 2024. As a result, from January through September 2024, there have been 10,004 housing starts in Edmonton, representing a 48 per cent increase over 2023. On that year-to-date basis, growth in starts was led by apartments (+66 per cent), primarily rentals, and singles (+45 per cent), although starts for every other housing type are higher by at least 19 per cent for all housing types.

Housing starts - Edmonton



Sources: Canada Mortgage and Housing Corporation, City of Edmonton, and Stokes Economics
 Notes: "f"=forecast; multi includes semi-detached, row, apartment, and other housing starts.

The summer outlook projects Edmonton housing starts to increase 24 per cent annually in 2024 to 12,014 units, up from 9,665 in 2023. Starts activity from Q1 through Q3 2024 has been strong, which presents upside risks to the City's forecast in 2024 and potentially 2025. In combination with persistent strength in building construction intentions for new residential dwellings, there is a possibility that total housing starts in 2024 may reach or even exceed the previous record of 13,311 recorded in 2015 (data availability starting in 1990).

Risks to the Summer 2024 Outlook

Two key risks that could impact the City's outlook for 2024 and 2025 are provided below.

1. Sudden or unexpected changes to migration patterns

Working age population data from Statistics Canada's Labour Force Survey (LFS) suggest weaker population growth in Edmonton and stronger growth in the Edmonton CMA than currently forecast for 2024. Additionally, the current outlook did not assume reductions to federal immigration targets announced at the end of October, which will likely lower international inflows to Edmonton and the CMA starting in 2025. A softening in population growth could reduce price pressures in the economy for services and housing. Additionally, slower population growth could reduce labour force growth in 2025, leading to a sharper decline in the unemployment rate. These impacts will depend on the distribution of international migrants across Canada, and the timing of policy implementation and enforcement.

10.5

2. Uncertainty surrounding future path of consumer inflation

For the City's outlook for Edmonton CMA consumer prices in 2024 to be realized, inflation would need to accelerate over Q4 2024. Outside of some upside risk to rented accommodation inflation, the trend across many core expenditure categories in the Edmonton CMA and Canada has been slowing annualized inflation, if not outright deflation. This presents some downside risk to the City's current inflation forecast.

10.5

Information Sources by Concept

Long-term economic outlook

- City of Edmonton, [Mid-year 2024 Economic Update](#).
- City of Edmonton, [Summer 2024 Outlook Summary Table](#).

Demography

- Alberta Treasury Board and Finance Office of Statistics and Information, [Municipal \(Census Subdivision\) Population Estimates: 2016 - 2023 \(updated May 22, 2024\)](#).
- Immigration, Refugees and Citizenship Canada. [Government of Canada reduces immigration](#).
- Statistics Canada. [Table 17-10-0009-01 Population estimates, quarterly](#).
- Statistics Canada. [Table 17-10-0148-01 Population estimates, July 1, by census metropolitan area and census agglomeration, 2021 boundaries](#).
- Statistics Canada. [Table 17-10-0149-01 Components of population change by census metropolitan area and census agglomeration, 2021 boundaries](#).

Labour and Employment

- Statistics Canada. [Table 14-10-0213-01 Fixed weighted index of average hourly earnings for all employees, by industry, monthly](#).
- Statistics Canada. [Table 14-10-0378-01 Labour force characteristics, three-month moving average, unadjusted for seasonality](#).
- Statistics Canada. [Table 14-10-0379-01 Employment by industry, three-month moving average, unadjusted for seasonality \(x 1,000\)](#).
- Statistics Canada. [Table 14-10-0380-01 Labour force characteristics, three-month moving average, seasonally adjusted \(x 1,000\)](#).
- Statistics Canada. [Table 14-10-0387-01 Labour force characteristics, three-month moving average, unadjusted for seasonality, last 5 months](#).
- Statistics Canada. [Table 14-10-0441-01 Job vacancies, payroll employees, job vacancy rate, and average offered hourly wage by economic regions, quarterly, unadjusted for seasonality](#).

Prices

- Bank of Canada. [Policy interest rate](#).
- Statistics Canada. [Table 18-10-0004-01 Consumer Price Index, monthly, not seasonally adjusted](#).

Residential construction and real estate

- Canada Mortgage and Housing Corporation Starts and Completions and Market Absorption Surveys via the [Housing Market Information Portal](#).
- City of Edmonton Monthly Building Permit Summary.
- Realtors Association of Edmonton, [Monthly Market Statistics Update](#).

10.5

TOWN OF LEGAL

Report to Council

- Request for Decision
- Request for Direction
- For Council Information

Meeting:	Regular Council
Meeting Date:	December 16, 2024
Presented By:	Robert Proulx, Chief Administrative Officer
Title:	Short-Term Borrowing Bylaw
Agenda Item No:	10.6

BACKGROUND / PROPOSAL:

As permitted by Section 256 of the Municipal Government Act, R.S.A. 2000, c. M-26, and through Bylaw #06-2024, the Town of Legal has established a line of credit with Servus Credit Union that can be utilized to offset Operating and/or Capital expenses.

At the January 15, 2024 regular Council meeting, Council passed Bylaw 01-2024 allowing a short-term borrowing limit of \$350,000.00. At the August 19, 2024 regular Council meeting, administration submitted a request to Council to increase the short-term borrowing limit from \$350,000.00 to \$1,500,000.00 that would be used to pay contactors that are working on the Arena and Curling Rink Retrofit Project in accordance with the *Prompt Payment and Construction Lien Act*.

The purpose of this request for decision is to respectfully request that Council consider continuing the line of credit in the amount of \$1,500,000.00 by adopting the proposed Short-Term Borrowing Bylaw.

Administration is requesting that Council consider giving all three readings to the proposed Short-Term Borrowing Bylaw at the December 16th, 2024 regular Council meeting.

Options available:

1. That Council continue with the Line of Credit in the amount of \$1,500,000.00 by giving the Short-Term Borrowing Bylaw all three readings.
2. That Council accept this request for decision as information.

10.6

3. That Council direct administration as to how it would like to proceed.

DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

The negotiated line of credit is available year-round and generally will be used in situations where there is a gap between the beginning of the business year and when the full tax collection cycle begins and in specific situations where short-term capital funds are required so the Town can take advantage of opportunities that present themselves from time-to-time without having to exhaust funds being held in reserves.

Further, to be able to utilize a line of credit may significantly reduce the cost of borrowing as the Town will only pay for what it uses versus having to pay the full-term interest owing on debentures even if the Town is in the position to retire the principal ahead of schedule.

It is important to note that there are minimal to no stand-by charges or administration fees for having a standing line of credit in place and that the Town will only pay for the actual usage when funds are accessed. Although it is not anticipated that the line of credit will be utilized frequently; it is prudent to have our borrowing bylaw in place in order to protect our investments and to help the Town to control our interest costs on short term projects whenever possible.

COSTS / SOURCE OF FUNDING (if applicable):

\$1,500,000.00 Line of Credit

RECOMMENDED ACTION (by originator):

It is recommended that Council continue with the Line of Credit in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) by giving the Short-Term Borrowing Bylaw all three readings at the December 16th, 2024, regular Council meeting.

Initials show support – Reviewed by:

CAO: Original Signed - RP

**TOWN OF LEGAL
BYLAW #09-2024**

A BYLAW OF THE TOWN OF LEGAL, IN THE PROVINCE OF ALBERTA, FOR THE PURPOSE OF BORROWING MONIES AS PERMITTED BY SECTION 256 OF THE *MUNICIPAL GOVERNMENT ACT, R.S.A. 2000, c. M-26.*

WHEREAS the *Municipal Government Act, R.S.A. 2000, c. M-26*, as amended or repealed and replaced from time to time, provides that the Council of a municipality may, by bylaw, acquire short term funding for the purpose of financing operating and capital expenditures in a specific year; and

WHEREAS the Council of the Town of Legal (hereinafter called the "Corporation") considers it necessary to establish an operating line of credit;

NOW THEREFORE under the authority of the *Municipal Government Act R.S.A. 2000, c. M-26*, the Council of the Town of Legal in the Province of Alberta, duly assembled enacts as follows:

1. This Bylaw may be cited as the "Short Term Borrowing Bylaw".
2. The municipality may borrow from Servus Credit Union (SERVUS) up to the principal sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) repayable upon demand at a rate of interest per annum not to exceed the Prime Lending Rate from time to time established by Servus Credit Union, and such interest will be calculated daily and due and payable monthly on the last day of each and every month.
3. The Chief Elected Officer and the Chief Administrative Officer are authorized for and on behalf of the Corporation:
 - a. To apply to Servus Credit Union for the aforesaid loan to the Corporation and to arrange with Servus Credit Union the amount, terms, and conditions for the loan and security or securities to be given to Servus Credit Union;
 - b. As security for any money borrowed from Servus Credit Union:
 - i. To execute promissory notes and other negotiable instruments or evidences of debt for such loans and renewals of all such promissory notes and other negotiable instruments or evidences of debt.
 - ii. To give or furnish to Servus Credit Union all such securities and promises and Servus Credit Union may require to secure repayment of such loans and interest thereon.
4. The source or sources of money to be used to repay the principal and interest owing under the borrowing from Servus Credit Union are: annual property taxes and /or Grants and/or other municipal revenue sources.
5. The amount to be borrowed and the term of the loan will not exceed any restrictions set forth in the *Municipal Government Act*.
6. This Bylaw comes into force and take effect on the day of third and final reading.

7. This bylaw shall expire December 31st, 2025.

Read a first time this _____ day of _____, 20__.

Read a second time this _____ day of _____, 20__.

Read a third and final time this _____ day of _____, 20__.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

DRAFT

10.6

TOWN OF LEGAL

Report to Council

- Request for Decision
- Request for Direction
- For Council Information

Meeting:	Regular Council
Meeting Date:	December 16, 2024
Presented By:	Robert Proulx, Chief Administrative Officer
Title:	Alberta Transportation and Economic Corridor Speed Limit Amendment, Highway 651, East of Legal
Agenda Item No:	10.7

BACKGROUND / PROPOSAL:

Highway 651 received an overlay during the summer/fall 2024. During the design phase, it was observed that outside of the Town of Legal (east side), the posted speed limit reduces directly from 100 km/hr to 50 km/hr. This sudden drop in speed creates safety hazards to commuters and does not meet the department's current standards.

Alberta Transportation's consultant has conducted a technical review and has provided their recommendations for creating a transition zone of 70km/hr in the east-end of the Town of Legal in east and west bound lanes. The recommended speed transition would gradually reduce from 100km/hr to 70km/hr then 50km/hr entering into the town from the east side, and increasing speed gradually from 50km/hr to 70 km/hr then 100 km/hr for east bound motorists in the east end of town.

Technical Memorandum and drawing illustrating the proposed speed amendment are attached.

Alberta Transportation is requesting the Town of Legal's consent to proceed to the speed amendment.

Administration is recommending Council to approve the Highway 651 Speed Amendment as presented by Alberta Transportation.

DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

10.7

Alberta Transportation's (AT) recommended practice is to improve safety for the road users and smoother traffic operations. According to AT's recommended practices "use of speed limit transition zones", speed zones may be considered for speed reduction of less than 40 km/hr to provide a speed transition for allowing motorists to slow down gradually in a safe manner.

The existing Highway 651 is a 2-lane undivided highway in the east-west direction and varies from 630 to 2,060 vehicles per day, and truck traffic accounts for approximately 10% of the total traffic volume.

COSTS / SOURCE OF FUNDING (if applicable):

Not applicable.

RECOMMENDED ACTION (by originator):

It is recommended that Council approve the Highway 651 Speed Amendment as presented by Alberta Transportation.

Initials show support – Reviewed by:

CAO: Original Signed - RP

Memorandum

FROM Jeff Zhang
Construction Manager
North Central Region – Stony Plain

OUR FILE REFERENCE 2600-28:06-CN-B-6

YOUR FILE REFERENCE

TO Michael Botros
Regional Director
North Central and Fort McMurray
Regions

DATE April 3, 2024

SUBJECT **SPEED LIMIT AMENDMENT- HIGHWAY 651, EAST OF TOWN OF LEGAL**

Overlay of highway 651 from east of highway 2 to east of highway 803 is schedule for construction in 2024. During design phase, it was observed that outside of the Town of Legal (east side) posted speed is reducing directly from 100 km/h. to 50 km/h. Sudden drop in the speed creates a safety hazard to the commuters and does not meet department's current standards.

Alberta Transportation's recommended practice is to improve safety for the road users and smoother traffic operations. According to Alberta Transportation's recommended practices "use of speed limit transition zones", speed zone may be considered for speed reduction of less than 40 km/h to provide a speed transition zone for allowing motorists to slow down gradually in a safe manner.

Our consultant McElhanney has conducted a Technical review; and provided their recommendations for creating a transition zone of 70 km/h in the east-end of the Town of Legal in east bound and west bound lanes. McElhanney recommended for reducing speed gradually from 100 km/h. to 70 km/h then 50 km/h, entering to the Town of Legal from east side and increasing speed gradually from 50 km/h to 70 km/h then 100 km/h for east bound in the east-end of the Town of Legal.

Roadway Engineering Section reviewed the recommendations provided by McElhanney, and agreed to the amendments to the posted speed and creating a transition zone of 70 km/h. at east-end of the Town of Legal.

Technical Memorandum and drawing illustrating the proposed speed amendment are provided as attachment 1.

If you are in agreement, please sign and return the Memo to this office for furtherance.

Please contact me if you have any questions or require further information.

Digitally signed by
Jeff.Zhang
Date: 2024.04.03 15:28:33
-06'00'

Jeff Zhang, P.Eng., P.M.P
Construction Manager

Michael Botros

Enclosure

10.7

April 10, 2024

Robert Proulx
Chief Administrative Officer
Town of Legal
5021 – 50 Street
Legal, AB T0G 1L0

Dear Mr. Proulx:

Subject: SPEED LIMIT AMENDMENT- HIGHWAY 651, EAST OF TOWN OF LEGAL

During design of Highway 651 rehabilitation project, it was observed that east-end of the Town of Legal posted speed is reducing directly from 100 km/h. to 50 km/h. Sudden drop in the speed creates a safety hazard to the commuters and does not meet department's current standards.

A detailed Technical review was conducted by the engineering consultant McElhanney and provided their recommendations for creating a transition zone of 70 km/h in the east-end of the Town of Legal in east bound and west bound lanes. McElhanney recommended for reducing speed gradually from 100 km/h. to 70 km/h then 50 km/h, entering to the Town of Legal from east side and increasing speed gradually from 50 km/h to 70 km/h then 100 km/h for east bound in the east-end of the Town of Legal.

Alberta Transportation and Economic Corridors (TEC) reviewed the recommendations provided by McElhanney and agreed to amend the posted speed from 100 km/h to 70 km/h, to create a transition zone by adjusting speed zones on Highway 651 at the east-end of Town of Legal.

Technical Memorandum and drawing illustrating the proposed speed amendment are provided as attachment.

If you have any questions about this, please contact Mr. Javed Qazi at 780-968-4216.

Yours truly,



Jeff Zhang
Construction Manager

Enclosure

10.7

TECHNICAL MEMO

To	From
Mr. Javed Qazi, Project Administrator North Central Region Alberta Transportation and Economic Corridors	Derek Yin, PhD, P.Eng., Senior Transportation Engineer & Division Manager, Highways
Re	Date
Speed Amendment for Hwy 651:04 Through Legal	March 21, 2024

1. Introduction

McElhanney Ltd. (McElhanney) has been retained by Alberta Transportation and Economic Corridors (TEC) to work on Highway 651:04 rehabilitation and intersection improvements from the Town of Legal (Town) to 5 km East of Hwy 803 (km 4.059 to km 14.300). Review of existing posted speed limit signs at the east and west of the Town limits (**Speed Zone Review Area**) and make recommendations are part of the project requirements.

The existing Hwy 651:04 is a two-lane undivided highway in the east-west direction and in the Level 3 Service Category. The 2021 AADT varies from 630 vehicles per day east of Hwy 803 to 2,060 vehicles per day east of the Town of Legal. Truck traffic accounts for approximately 10% of the traffic volume.

The posted speed limits on Hwy 651:04 are 80 km/h from Hwy 2:36 intersection to the west of the Town, 50 km/h through the Town and 100 km/h on the remaining rural sections at the east of the Town. There is no speed transition zone at the east and the west approaching the Town. This Speed Amendment Memo provides a summary of the review and recommendations for the posted speed through this area.

2. Review of Posted Speed Limits

In preparing this Memo, this posted speed limit zone (Speed Zone Review Area) has been reviewed with following observations and findings:

Road Geometry: For the section of Hwy 651 through Legal, Hwy 651:04 is on a tangent with relatively flat profiles. Within the 50 km/h zone through the Town, there are numerous intersections with fifteen (15) pedestrian crossings (pavement markings). The road geometry at both east and west side of the Town has rural cross sections and does not have any restrictions on the posted speed limit.

Intersection Sight Distances: At the west of the Town limit (near km 2.40), there are two residential accesses on the north side of Hwy 651 and one residential access on the south side of Hwy 651. At the east of the Town limit (near km 4.06), there are two residential accesses on the north side and one residential access on the south side of Hwy 651. The sight distances at those intersections and accesses to both east and west along Highway 651 are equal to or larger than 500m which does not have any restrictions on the posted speed limit.

Traffic Operations: For the eastbound (EB) traffic approaching the Town from the west, the posted speed limit changes from 80km/h outside the Town to 50km/h through the Town. The posted speed limit changes from 80 km/h to 50 km/h with no transition zone.

For the westbound (WB) traffic approaching the Town from the east, the posted speed limit changes from 100km/h outside the Town to 50km/h through the Town. The posted speed limit changes from 100km/h to 50km/h with no transition zone.

Transition speed zones are comprised of a short section of roadway posted with a speed limit lower than typical rural highway speeds to facilitate a transition between rural highway and roadway through communities with a much lower speed limit. Based on Alberta Transportation's recommended practices for "Use of Speed Limit Transition Zones", transition speed zones may be considered when a roadway speed reduction of more than 40km/h is being contemplated. For the WB traffic on Highway 651:04 at the east of Legal, the speed reduction is 50km/h (from 100km/h to 50km/h). Therefore, a speed transition zone should be established for the WB direction of Highway 651:04 at the east of Legal. Transition speed limit values are typically set to divide the desired speed reduction approximately in half. In this case, a transition speed limit of 70km/h would be appropriate. It is desirable to have a minimum transition speed zone length of 400 metres. This can be achieved by installing "Maximum 70 km/h ahead" sign and "Maximum 70 km/h" sign between the posted limits of 100 km/h and 50 km/h for the WB direction of Highway 651.

For the eastbound traffic at the west of Legal, the existing posted speed limit is from 80km/h at the east of Hwy 2:36 to 50km/h approaching Legal. The speed reduction is 30km/h. Based on Alberta Transportation's recommended practices for "Use of Speed Limit Transition Zones", transition speed zones may be considered when a roadway speed reduction of more than 40 km/h is being contemplated. A speed transition zone is not necessary at the west of Legal.

It was noted that the existing posted speed limit signs for the EB and WB traffic at both east and west of the Town are not at the same location (chainage). For example, at the west of Legal, the

EB 50km/h sign is at km 2.407 and the WB 80km/h sign is at km 2.452. At the east of Legal, the EB 100km/h sign is at km 4.158 and the WB 50km/h sign is at km 4.273. These should be corrected when adjusting the signs.

3. Recommendations

Based on the field observations and above discussions, it is recommended that a speed transition zone be established for the transition from 100km/h to 50km/h at the east of the Town. This is accomplished by installing a “Maximum 70km/h ahead” sign and a “Maximum 70km/h” sign between the posted limits of 100km/h and 50km/h on the westbound of Highway 651 at the east of Legal.

It is recommended that a posted speed of 70 km/h zone be established at the east of the Town for the EB direction between 50 km/h zone and 100 km/h zone to match the posted speed for the WB direction at the same location.

It is recommended to adjust the existing posted speed sign locations so that the EB and WB speed limit signs are at the same chainage. The recommended sign locations are provided in the attached sketch.

4. Closure

We trust that this memorandum provides sufficiently details about the recommended post speed limit on Highway 651:04 through Legal. Should you have any questions or require any further information, please do not hesitate to contact the undersigned.

Sincerely,

McElhanney Ltd.

Report Prepared by:



Derek Yin, PhD, P.Eng.
Senior Transportation Engineer &
Division Manager, Highways
McElhanney Ltd.
dyin@mcelhanney.com

10.1



- 50 km/hr SPEED ZONE
- 70 km/hr SPEED ZONE (PROPOSED)
- 80 km/hr SPEED ZONE
- 100 km/hr SPEED ZONE

TOWN OF LEGAL

Report to Council

- Request for Decision
- Request for Direction
- For Council Information

Meeting:	Regular Council
Meeting Date:	December 16, 2024
Presented By:	Robert Proulx, Chief Administrative Officer
Title:	Transfer of Funds from 2024 Operating Budget to Reserves
Agenda Item No:	10.8

BACKGROUND / PROPOSAL:

Town Council approved the 2024 operating budget on June 24, 2024.

DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

Administration has reviewed the current budget variance reports and make the following recommendation to transfer unused funds from the operations budget to reserves. The surplus funds were either projects that are still in planning stages and have not been started or purchases that were not completed throughout the 2024 budget and funds were to be allocated from reserves to cover the expenses. The funds will be brought into the 2025 budget in anticipation that projects will be completed.

COSTS / SOURCE OF FUNDING (if applicable):

Transfer to Reserves from 2024 Operations Budget:

General Reserves	Amount
Economic Development Contracted Services	\$8,000.00
Economic Development Initiatives General Goods & Supplies	\$7,000.00
TOTAL:	\$15,000.00

Roads & Streets Reserves	Amount
Building Maintenance	\$4,000.00
Roads & Streets & Sidewalks	\$5,000.00
TOTAL:	\$9,000.00

Water Reserves	Amount
Contracted Services – Water	\$6,000.00
Regional Waterline	\$30,000.00
TOTAL:	\$36,000.00

Parks and Recreation Reserves	Amount
Outdoor Rink (Parks & Recreation)	\$5,000.00
Arena (Raise the Barn)	\$10,000.00
TOTAL:	\$15,000.00

Sanitary Sewer Reserves	Amount
Sanitary Sewer	\$10,000.00
TOTAL:	\$10,000.00

RECOMMENDED ACTION (by originator):

It is recommended that Council approve the transfer of the above-mentioned amounts from the 2024 Operating Budget of which \$15,000.00 be transferred to General Reserves, \$9,000.00 be transferred to Roads & Streets Reserves, \$36,000.00 be transferred to Water Reserves, \$15,000.00 be transferred to Parks & Recreation Reserves and \$10,000.00 be transferred to Sanitary Sewer Reserves as recommended by the Chief Administrative Officer.

Initials show support – Reviewed by:

CAO: Original Signed - RP

TOWN OF LEGAL

Report to Council

- Request for Decision
- Request for Direction
- For Council Information

Meeting:	Regular Council
Meeting Date:	December 16, 2024
Presented By:	Robert Proulx, Chief Administrative Officer
Title:	Endowment Fund: Héritage de Legal Legacy
Agenda Item No:	ADDITION - 10.9

BACKGROUND / PROPOSAL:

On February 3, 2020 Council meeting, Council entered into the Endowment Fund: Héritage de Legal Legacy agreement between the Centralta Tourism Society, La Fondation franco-albertaine and the Town of Legal.

In April 2024, Centralta Tourism Society (CTS) applied for a grant through Community Initiatives Program (CIP) for new and the refurbishment of murals within the Town of Legal.

CTS received notification on December 16, 2024 that their application to the CIP program was approved.

The Town of Legal (through the CTS) received funds in the amount of \$7,302.00 from La Fondation franco-albertaine for the Héritage de Legal Legacy – Murals. Due to the CIP grant approval, Ernest Chauvet met with the Chief Administrative Officer to discuss the funds received, and as the funds will not be required in 2025, it is CTS's preference to reinvest the full amount of \$7,302.00 into the La Fondation franco-albertaine Endowment Fund: Héritage de Legal Legacy.

Administration is recommending Council to make a motion, from the payment received from La Fondation franco-albertaine, to reinvest the full amount of \$7,302.00 into the La Fondation franco-albertaine Endowment Fund: Héritage de Legal Legacy for new and refurbishment of murals within the Town of Legal.

DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

10.9

Created in 2020 by the Centralta Tourist Company and the Town of Legal, the fund is designated to the Town of Legal. The fund has two objectives within the town limits:

- Provide financial support for the maintenance of murals.
- Inform, in French and English, about the rich heritage of the region.

COSTS / SOURCE OF FUNDING (if applicable):

\$7,302.00

RECOMMENDED ACTION (by originator):

It is recommended that Council, from the payment received from La Fondation franco-albertaine, to reinvest the full amount of \$7,302.00 into the La Fondation franco-albertaine Endowment Fund: Héritage de Legal Legacy for new and refurbishment of murals within the Town of Legal.

Initials show support – Reviewed by:

CAO: Original Signed - RP

Centralta Tourism Society
Box 243, Legal, Alberta

December 16, 2024

To Town of Legal

Re: Legacy Fund

Dear Town Council,

We are pleased to share with you, the Centralta Tourism Society's grant application to the Communities Initiatives Program (CIP) was successful, and we received notification of the approval today.

Therefore, from the recent monies received from La Fondation franco-albertaine, from the proceeds of the Héritage de Legal Legacy Fund, we would request that the full amount of \$7,302.00 be reinvested to the Fund.

Please feel free to contact me if you require more information.

Respectfully,



Ernest Chauvet, Coordinator

10.9