

**AGENDA FOR THE REGULAR MEETING OF  
THE COUNCIL OF THE TOWN OF ONOWAY  
HELD ON THURSDAY, AUGUST 5<sup>th</sup>, 2021 IN THE COUNCIL CHAMBERS OF THE  
ONOWAY CIVIC CENTRE AT 9:30 A.M. OR VIA ZOOM**

**1. CALL TO ORDER**

**2. ADOPTION OF AGENDA**

- as is, or with additions or deletions

**3. ADOPTION OF MINUTES – July 20<sup>th</sup>, 2021 Regular Council Meeting**

- as is or with amendments

**4. APPOINTMENTS/PUBLIC HEARINGS**

- a) Ashley Steinkey – to discuss their daycare and the use of Shaul Park (*direction as given by Council at meeting time*)

**5. FINANCIAL REPORTS – n/a**

**6. POLICIES & BYLAWS - n/a**

**7. ACTION ITEMS**

- a) Lane Improvement Project – please review the enclosed letter from Associated Engineering on the bid analysis for our lane improvement project. We received 7 bids with the high being \$312,510.46 and the low being \$156,287.70 (excl gst). Associated Engineering is recommending the Town accept the low bid from St. Albert Parking Lot Maintenance Ltd. at \$156,287.70 and add a 20% contingency for a total of \$187,545.24. This bids are significantly lower than the original estimates which is great news for us (*that the Town of Onoway accept the lane improvement project bid from St. Albert Parking Lot Maintenance at a cost of \$156,287.70 and add a 20% continency to this project for a total of \$187,545.24*)
- b) Fire Hydrant and Valve Replacement Project – the Town requested quotes for this work and 3 were received ranging from a high of \$73,655.00 to a low of \$58,500.00. Assistant CAO/Public Works Manager Jason Madge is recommending going with the lowest bid which is from CB Max Excavating for the \$58,500.00 (*that the Town of Onoway accept the quote from CB Max Excavating Ltd. for a price of \$58,500.00 plus GST*)

p20-21  
c) Road Closure Request – from Wade Neilson to close Levell Close cul de sac for a block party on Saturday August 14 from 6 p.m. to 1 a.m.. I had forwarded this to Council via email with mixed responses (*grant road closure as requested, or with conditions, deny request, or some other direction as given by Council at meeting time*)

p22-23  
d) Road Closure Request – from the Farmers Market group to close the block along the south of the hall from 4 p.m. to 8 p.m. on Thursday August 12<sup>th</sup>. I have forwarded them the special events/road closure request form to be filled out at returned (*grant road closure as requested, or with conditions, deny request, or some other direction as given by Council at meeting time*)

p24-32  
e) Taxervice Engagement Letter of July 21, 2021 – the tax enforcement process typically adds up to many hours of time per roll number; accumulated at specific intervals over a multi-year period. Taxervice is a company that manages the entire tax arrears process until the taxes are paid, the property is redeemed, sold or the municipality takes title. Experience shows that delinquent ratepayers respond when municipalities bring in a third party to assist with tax arrears recovery, causing property taxes to be paid sooner in the tax recovery process and relieves administration and Council from having to deal with challenging individuals and complicated situations. Taxervice charges a fixed fee amount, rather than a percentage fee, and the costs incurred, including their fees are charged against the roll number subject to tax enforcement. Attached is an engagement letter for Council consideration. (*that Council review the Taxervice Engagement Letter and this is brought back to a future meeting for consideration; that Council approves execution of the Taxervice Engagement Letter for Management of Property Tax Arrears Recovery; or some other direction as given by Council*)

p33-34  
f) Sturgeon County Mayor's Golf Tournament – please see attached invite to the noted event on Wednesday September 15 at the Sturgeon Valley Golf & Country Club cost is \$175.00 per person (*authorize participation, provide a donation, accept for information, or some other direction as given by Council at meeting time*)

p35-36  
g) Ste. Anne Natural Gas Coop – invite to the 7<sup>th</sup> Annual Kids with Cancer charity golf tournament scheduled for Thursday August 26<sup>th</sup>, 2021 at the Trestle Creek Golf Course. Cost is \$185.00 per golfer (*authorize participation, provide a donation, accept for information, or some other direction as given by Council at meeting time*)

h) Onoway Pledge – further to your participation in your Municipal Leaders Caucus session last week, Deputy Mayor Tonita has asked that this be placed on the agenda for consideration (*invoke a pledge, defer for further information/consideration, accept for information, or some other direction as given by Council at meeting time*)

p37-38

i) Code of Conduct Bylaw – another item brought forward by Deputy Mayor Tonita further to the same Municipal Leaders Caucus Session last week. The template bylaw is attached that was referenced at the session, along with the Town's bylaw. Also attached is the Town of Claresholm's letter to the Minister of Municipal Affairs asking them to treat the path lightly on removing this document as a mandatory requirement for municipalities (*direction as given at meeting time*)

p39-49

p50-63

j) Town of Claresholm letter on Royal Canadian Mounted Police – this letter is different from others we received and is specific to retroactive pay and not charging municipalities for this, I surmise this also may have come up at your session last week (*direction as given by Council at meeting time*)

p64-65

k) Community Hall Lease/Keys – further to previous discussions and direction of Council, the draft new agreement with revisions as discussed by Council is with legal counsel for their review and input. Hall President Doka is requesting additional keys and when this request was distributed via email, clear consensus was not reached. I am requesting further discussion and direction at meeting time (*provide \_\_\_ more key(s), provide a key to which they can cut more keys are required, wait to provide more keys until the lease agreement has been signed, or some other direction as given by Council at meeting time*)

p66-67

l) Christmas Light Up – please see Shelley's email below from a conversation she had last week with Librarian Kelly Huxley. They are seeking input as to potentially hosting light up on Friday November 26 (*schedule Christmas Light Up for Friday November 26 or some other direction as given by Council at meeting time*)

p68

m)

n)

o)

## 8. COUNCIL, COMMITTEE & STAFF REPORTS

- a) Mayor's Report
- b) Deputy Mayor's Report
- c) Councillor's Reports (x 3)
- d) CAO Report
  - FCSS Minister meeting invite/cancellation
  - Lac Ste. Anne County public works mtg invite
  - School Resource Officer update
  - SRS machine update
  - Fire Services radio update
- e) Public Works Report

## 9. INFORMATION ITEMS

- P69  
P 70
- a) Alberta Municipal Affairs – July 5<sup>th</sup>, 2021 letter on Gas Tax Fund allocation of \$120,485 for 2021 (of which \$58,872 is a one time funding top up)
  - b) East End Bus Society – update on services
  - c)

## 10. CLOSED SESSION – n/a

## 11. ADJOURNMENT

## 12. UPCOMING EVENTS:

- August 19, 2021 – Regular Council Meeting 9:30 a.m.
- September 2, 2021 – Regular Council Meeting 9:30 a.m.
- September 16, 2021 – Regular Council Meeting 9:30 a.m.
- September 20, 2021 – Nomination Day Closes 12:00 p.m. deadline
- October 18, 2021 – Election Day 10:00 a.m. to 8:00 p.m.

TOWN OF ONOWAY  
REGULAR COUNCIL MEETING MINUTES  
THURSDAY, JULY 20, 2021  
COUNCIL CHAMBERS OF THE ONOWAY CIVIC OFFICE AND ZOOM  
COMMENCING AT 9:30 A.M.

	<b>PRESENT</b>	<p>Mayor: Judy Tracy  Deputy Mayor: Lynne Tonita  Councillor Pat St. Hilaire  Councillor Jeff Mickle  Councillor Lisa Johnson (via zoom)</p> <p>Administration: Wendy Wildman, Chief Administrative Officer/  Recording Secretary  Jason Madge, Assistant Chief Administrative  Officer/Public Works Manager</p>
	<b>ABSENT</b>	<p>Debbie Giroux, Recording Secretary</p> <p>1 member of the public was in attendance in person.</p>
<b>1.</b>	<b>CALL TO ORDER</b>	Mayor Judy Tracy called the meeting to order at 9:30 a.m.
<b>2.</b>	<b>AGENDA Motion #283/21</b>	<p><b>MOVED</b> by Councillor Pat St. Hilaire that Council adopt the agenda of the regular Council meeting of Thursday, July 20, 2021 with the following amendments:</p> <p><u>Additions:</u>  7h) Town's Centennial Celebration Committee  7i) Sidewalk Repair</p> <p><u>Deletion:</u>  5. Financial Report – as of June 30<sup>th</sup>, 2021</p> <p style="text-align: right;"><b>CARRIED</b></p>
<b>3.</b>	<b>MINUTES Motion #284/21</b>	<p><b>MOVED</b> by Councillor Jeff Mickle that the minutes of the Thursday, July 8, 2021 regular Council meeting be adopted as presented.</p> <p style="text-align: right;"><b>CARRIED</b></p>
<b>4.</b>	<b>APPOINTMENTS/PUBLIC HEARINGS</b>	n/a
<b>5.</b>	<b>FINANCIAL REPORTS</b>	n/a



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6.	<b>POLICIES &amp; BYLAWS</b>	n/a
7.	<b>ACTION ITEMS</b>	
	<b>Motion #285/21</b>	<p><b>MOVED</b> by Deputy Mayor Lynne Tonita that the recommendation from the Partnership Committee be accepted, and that Council approved the Alberta Community Partnership Conditional Grant Agreement – 2021-IC-12 between the Town of Onoway and the Province for Alberta for \$129,900.00 in funding for the County/Town Partnership Initiative for hiring a consultant to coordinate and develop and economic development strategy and communication plan as well as hire a consultant to undertake any related activities, and approve execution of this agreement.</p> <p style="text-align: right;"><b>CARRIED</b></p>
	<b>Motion #286/21</b>	<p><b>MOVED</b> by Councillor Lisa Johnson that the July 8, 2021 email from the Village of Caroline on their proclamation requesting the Federal Government complete a full and immediate independent public inquiry into the deaths of indigenous children related to residential schools be accepted for information.</p> <p style="text-align: right;"><b>CARRIED</b></p>
	<b>Motion #287/21</b>	<p><b>MOVED</b> by Councillor Pat St. Hilaire that as the Highway 43 East Waste Commission is already addressing the cancellation of funding from the Province on the Household Hazardous Waste program (on behalf of all member municipalities) that the July 8, 2021 letter from the Town of Rocky Mountain House be accepted for information.</p> <p style="text-align: right;"><b>CARRIED</b></p>
	<b>Motion #288/21</b>	<p><b>MOVED</b> by Deputy Mayor Lynne Tonita that the July 8, 2021 email from Alberta Municipal Affairs extending an invitation for Council to meet with Municipal Affairs Minister Rick McIvor during the upcoming Alberta Urban Municipalities Association (AUMA) Convention November 17-19, 2021 in Edmonton, be accepted for information.</p> <p style="text-align: right;"><b>CARRIED</b></p>
	<b>Motion #289/21</b>	<p><b>MOVED</b> by Deputy Mayor Lynne Tonita that Administration make the additional changes to the draft lease agreement between the Town of Onoway and the Onoway Facility Enhancement Association (OFEA) for the community hall as directed by Council at meeting time, that this draft agreement be forwarded to legal</p>

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TOWN OF ONOWAY  
REGULAR COUNCIL MEETING MINUTES  
THURSDAY, JULY 20, 2021  
COUNCIL CHAMBERS OF THE ONOWAY CIVIC OFFICE AND ZOOM  
COMMENCING AT 9:30 A.M.

		<p>counsel for their review and comments, and that once Council has had an opportunity to consider legal counsels comments this agreement be forwarded to the OFEA for their review.</p> <p style="text-align: right;"><b>CARRIED</b></p>
	<b>Motion #290/21</b>	<p><b>MOVED</b> by Councillor Jeff Mickle that Council and Administration be authorized to attend the July 26, 2021 Onoway Regional Fire Services meeting at the Onoway Heritage Centre to discuss radio replacement.</p> <p style="text-align: right;"><b>CARRIED</b></p>
	<b>Motion #291/21</b>	<p><b>MOVED</b> by Mayor Judy Tracy that the Town of Onoway provide a swag bag to the Alberta Beach &amp; District 50 Plus Club to be used as a door prize at their August 21, 2021 Alberta Beach Show &amp; Shine event.</p> <p style="text-align: right;"><b>CARRIED</b></p>
	<b>Motion #292/21</b>	<p><b>MOVED</b> by Councillor Pat St. Hilaire that Administration prepare an advertisement for receipt of expressions of interest from individuals wishing to sit on the Town's Centennial Year Celebration Committee (celebration in 2023), deadline for submissions of interest to be set for Friday August 20<sup>th</sup>, 2021.</p> <p style="text-align: right;"><b>CARRIED</b></p>
	<b>Motion #293/21</b>	<p><b>MOVED</b> by Mayor Judy Tracy that Councillor Mickle and Mayor Tracy coordinate a future date for the Town's fireworks celebration (postponed from Canada Day due to fire bans at the time) with community members interested in hosting another community event (MADD Fitness).</p> <p style="text-align: right;"><b>CARRIED</b></p>
	<b>Motion #294/21</b>	<p><b>MOVED</b> by Councillor Pat St. Hilaire that Public Works follow up on the sidewalk repair concern brought forward by Councillor Mickle at a location along 47<sup>th</sup> Avenue.</p> <p style="text-align: right;"><b>CARRIED</b></p>
<b>8.</b>	<b>COUNCIL, COMMITTEE &amp; STAFF REPORTS Motion #295/21</b>	<p><b>MOVED</b> by Deputy Mayor Lynne Tonita that the verbal Council and Committee Reports, along with the verbal and written Staff Reports be accepted for information.</p> <p style="text-align: right;"><b>CARRIED</b></p>

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COMMENCING AT 9:30 A.M.

<b>9.</b>	<b>INFORMATION ITEMS</b> <b>Motion #296/21</b>	<p><b>MOVED</b> by Councillor Lisa Johnson that the following items be accepted for information:</p> <ul style="list-style-type: none"> <li>a) Alberta Labour and Immigration – July 9<sup>th</sup>, 2021 email on June Highlights including unemployment and labour force stats</li> <li>b) Action on Smoking and Health – July 7<sup>th</sup>, 2021 email on new provincial vaping regulations and July 8<sup>th</sup>, 2021 email from Trista Court GM of Community &amp; Protective Services with Lac Ste. Anne County on how Community Peace Officer under contract will respond</li> <li>c) Alberta Urban Municipalities Association – July 15<sup>th</sup>, 2021 email on Quarterly Update on Alberta Police Interim Advisory Board – Report on Governance</li> </ul> <p style="text-align: right;"><b>CARRIED</b></p>																		
<b>10.</b>	<b>CLOSED SESSION</b>	n/a																		
<b>11.</b>	<b>ADJOURNMENT</b>	As all matters on the agenda have been addressed, Mayor Judy Tracy declared the regular council meeting adjourned at 11:12 a.m.																		
<b>12.</b>	<b>UPCOMING EVENTS</b>	<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">August 5, 2021</td> <td style="width: 33%;">Regular Council Meeting</td> <td style="width: 33%;">9:30 a.m.</td> </tr> <tr> <td>August 19, 2021</td> <td>Regular Council Meeting</td> <td>9:30 a.m.</td> </tr> <tr> <td>September 2, 2021</td> <td>Regular Council Meeting</td> <td>9:30 a.m.</td> </tr> <tr> <td>September 16, 2021</td> <td>Regular Council Meeting</td> <td>9:30 a.m.</td> </tr> <tr> <td>September 20, 2021</td> <td>Nomination Day Closes</td> <td>12:00 p.m.</td> </tr> <tr> <td>October 18, 2021</td> <td>Election Day</td> <td></td> </tr> </table>	August 5, 2021	Regular Council Meeting	9:30 a.m.	August 19, 2021	Regular Council Meeting	9:30 a.m.	September 2, 2021	Regular Council Meeting	9:30 a.m.	September 16, 2021	Regular Council Meeting	9:30 a.m.	September 20, 2021	Nomination Day Closes	12:00 p.m.	October 18, 2021	Election Day	
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\_\_\_\_\_  
Signed by Mayor Judy Tracy

\_\_\_\_\_  
Signed by Wendy Wildman  
Recording Secretary

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cao@onoway.ca

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**From:** Ashley Steinkey <  
**Sent:** July 30, 2021 2:03 PM  
**To:** cao@onoway.ca  
**Subject:** Little Village Daycare

Hi Wendy

It was great talking to you yesterday, below is what I would like to present to council, I will have a print out on thursday for each member to review as well.

Little Village Daycare would like to request permission to use Shaul Park @ 5304 49 Ave on a daily basis and our licensing officer requires a letter of approval to do so.

As well I would like to present a potential upgrade to the fencing of this park to make it a secure location. It currently has a large opening on the south side of the park and I would be looking to see if the town would be willing to close this off.

What time should I be at the town office on Thurs Aug 5th?

Ashley

Aug 5  
10:30 am



Associated  
Engineering



Associated Engineering Alberta Ltd.  
500, 9888 Jasper Avenue  
Edmonton, Alberta, Canada, T5J 5C6

July 26, 2021  
File: 2021-3993

TEL: 780.451.7666  
FAX: 780.454.7698  
www.ae.ca

Jason Madge  
Assistant CAO/ Public Works Manager  
Town of Onoway  
4812 - 51 Street Box 540  
Onoway, AB  
T0E 1V0

Re: **TOWN OF ONOWAY  
LANE IMPROVEMENT PROJECT  
- BID ANALYSIS**

Dear Mr. Madge:

Bids for the Town of Onoway Lane Improvement Project were received through the Bids and Tenders website at 2:00 pm on Tuesday, July 20, 2021.

Seven (7) bids were received for this Tender. The arithmetic has been checked on all bids. A summary of bids received are shown in **Table 1** below.

**Table 1: SUMMARY OF BIDS RECEIVED**

Bidder	Total Bid Price (Excluding GST)
St. Albert Parking Lot Maintenance Ltd.	\$156,287.70
G&J Construction Group LP	\$180,244.05
Border Paving Ltd.	\$183,230.99
DeFord Contracting Inc.	\$217,290.00
North West Paving Ltd.	\$259,742.00
Central Civil Solutions Inc.	\$292,738.66
Knelsen Sand & Gravel Ltd.	\$312,510.46

The attached **Table 2** summarizes the required submission documents included by the bidders. All bidders provided all required documentation. A complete bid analysis, including the breakdown of bid items, unit prices and extensions is attached in **Table 3**.

A Carbon  
Neutral  
Company



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The lowest compliant bid was submitted by St. Albert Parking Lot Maintenance Ltd. (SAPLM). SAPLM is based out of St. Albert, Alberta with operations primarily consisting of asphalt related repairs and new parking lot construction and overlays.

Associated Engineering does not have experience working with SAPLM. Associated Engineering contacted references supplied in the bid documents for previous projects of similar scope complete by SAPLM. References, including Johnston Builders Ltd., JVR Construction and Consulting and CK Condominium Consultants, provided positive feedback regarding schedule, budget, and overall work relationship.

The schedule provided by SAPLM demonstrates completion of works within the specified October 15, 2021 completion date. The schedule is attached and summarized as follows:

- Line Locating August 9
- Removal & Disposal August 10-17
- Base Installation August 17-21
- Concrete August 23-23
- Asphalt Paving August 24-25
- Landscaping August 26-28

Based on our review of the bids and analysis as outlined above, we recommend that the Town of Onoway Lane Improvement Project to St. Albert Parking Lot Maintenance Ltd. at the Bid price of **\$156,287.70**. We recommend that the Town of Onoway retain 20% as construction contingency for a total construction budget of **\$187,545.24** as shown in **Table 4** below.

**Table 4: Construction Cost Summary**

Description	Cost
<b>Construction - St. Albert Parking Lot Maintenance Ltd.</b>	<b>\$156,287.70</b>
<i>Contingency (20%)</i>	<i>\$31,257.54</i>
<b>Construction Total=</b>	<b>\$187,545.24</b>

Town of Onoway  
- 3 -

If you are in agreement with our recommendations, in accordance with Article No. 1.12.2 of the Instruction to Bidders, it would be in order for you to issue a Notice of Award to the successful Bidder. For your convenience, we have enclosed a DRAFT Notice of Award, to be re-typed on your letterhead, to the successful bidder, with a copy to us for our files.

Yours truly,



Carlie Pittman  
Project Manager

cc: Graham Sterparn                      Associated Engineering

Attachments:

- St. Albert Parking Lot Maintenance Ltd. Construction Schedule
- Draft Notice of Award Letter



**TABLE 2 - REQUIRED SUBMISSION DOCUMENTS**



Client  
**Town of Onoway**  
 Project  
**Lane Improvement**  
 Project No. 2021-3933-00  
 Tender Close Date: July 20, 2021

Bid No.	Contractor	Bid Price	Bid Bond	Substitution List	Subcontract List	Force Account Rates	Bidder's Qualifications	Consent of Surety Company	Construction Schedule	Certificate of Recognition	Addendum 1 Acknowledgment	WCB Clearance Letter	Certificate of Insurance
1	St. Albert Parking Lot Maintenance Ltd.	\$156,287.70	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2	G&J Construction Group LP	\$180,244.05	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
3	Border Paving Ltd.	\$183,230.99	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
4	DeFord Contracting Inc.	\$217,290.00	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
5	North West Paving Ltd.	\$259,742.00	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
6	Central Civil Solutions Inc.	\$292,738.66	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
7	Knelsen Sand & Gravel Ltd.	\$312,510.46	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

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Table 3 Tender Evaluation



Client  
Town of Onoway  
Project  
Lane Improvement  
Subject  
Tender Evaluation  
Proj. No. 2021-3993

Item	Description	Unit	Quantities	Pre-Tender Estimate		St. Albert Parking Lot Maintenance Ltd.		GBJ Construction Group LP		Border Paving Ltd.	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	<b>GENERAL REQUIREMENTS</b>										
1.1	Mobilization and Demobilization	LS	1	\$30,000.00	\$30,000.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$17,474.00	\$17,474.00
1.2	Equipment Clean Stations	LS	1	\$10,000.00	\$10,000.00	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
1.3	Quality Control	PS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
	<b>TOTAL PART 1.0 - GENERAL REQUIREMENTS</b>				\$50,000.00		\$18,500.00		\$16,500.00		\$30,474.00
2	<b>SITE WORK DEMOLITION AND REMOVAL</b>										
2.1	Waste Excavation	m3	520	\$50.00	\$26,000.00	\$46.66	\$24,263.20	\$58.77	\$30,560.40	\$34.00	\$17,680.00
2.2	Remove and Dispose Straight Face Monolithic Curb, Gutter and	m2	35	\$20.00	\$700.00	\$28.57	\$999.95	\$119.45	\$4,180.75	\$40.00	\$1,400.00
2.2	Remove and Dispose Commercial/Lane Crossing	m2	30	\$20.00	\$600.00	\$33.33	\$999.90	\$290.00	\$8,700.00	\$40.00	\$1,200.00
2.4	Remove and Dispose Concrete Curb and Gutter	m	8	\$55.00	\$440.00	\$62.50	\$500.00	\$105.00	\$840.00	\$28.00	\$208.00
	<b>TOTAL PART 2.0 - SITE WORK DEMOLITION AND REMOVAL</b>				\$27,740.00		\$26,763.05		\$44,281.15		\$20,488.00
3	<b>CONCRETE</b>										
3.1	Supply and Install Monolithic Curb, Gutter and Sidewalk	m2	35	\$150.00	\$5,250.00	\$227.70	\$7,969.50	\$280.00	\$9,100.00	\$478.71	\$16,754.85
3.2	Supply and Install Commercial/Lane Crossing	m2	30	\$250.00	\$7,500.00	\$227.70	\$6,831.00	\$358.65	\$10,999.50	\$486.74	\$14,602.20
3.3	Supply and Install Rolled Face Curb and Gutter	m2	8	\$200.00	\$1,600.00	\$208.25	\$1,650.00	\$257.50	\$2,060.00	\$371.18	\$2,969.44
	<b>TOTAL PART 3.0 - CONCRETE</b>				\$14,350.00		\$16,450.50		\$22,159.50		\$34,328.49
4	<b>ROAD CONSTRUCTION</b>										
4.1	Geogrid Soil Stabilization	m2	790	\$20.00	\$15,800.00	\$4.75	\$3,752.50	\$2.09	\$1,651.10	\$4.00	\$3,160.00
4.2	Geotextile Soil Stabilization	m2	790	\$15.00	\$11,850.00	\$3.95	\$3,120.50	\$1.97	\$1,556.30	\$3.00	\$2,370.00
4.3	Supply and Place Granular Base Course (450-525 mm Depth)	m2	790	\$45.00	\$35,550.00	\$47.24	\$37,319.60	\$47.28	\$37,351.20	\$51.00	\$40,290.00
4.4	Supply and Place Hot Mix Asphalt Concrete (125 mm Depth)	m2	790	\$55.00	\$43,450.00	\$52.61	\$41,561.90	\$48.69	\$38,885.10	\$42.50	\$33,575.00
4.5	Remove and Replace Asphalt Access Structure (125 mm Depth)	m2	65	\$150.00	\$9,750.00	\$52.61	\$3,419.65	\$94.98	\$6,173.70	\$132.50	\$8,612.50
	<b>TOTAL PART 4.0 - ROAD CONSTRUCTION</b>				\$116,400.00		\$89,174.15		\$83,617.40		\$88,007.50
5	<b>STORM SEWER</b>										
5.1	Supply and Install New Frame and Grate complete with Final Grade Adjustments	ea	2	\$3,000.00	\$6,000.00	\$1,000.00	\$2,000.00	\$730.00	\$1,500.00	\$1,580.00	\$3,160.00
	<b>TOTAL PART 5.0 - STORM SEWER</b>				\$6,000.00		\$2,000.00		\$1,500.00		\$3,160.00
6	<b>RESTORATION</b>										
6.1	Supply and Place 100 mm Depth Topsoil	m2	250	\$15.00	\$3,750.00	\$5.60	\$1,400.00	\$21.52	\$5,380.00	\$7.60	\$1,900.00
6.2	Supply and Place Hydraulic Seeding	m2	250	\$10.00	\$2,500.00	\$6.00	\$1,500.00	\$4.60	\$1,150.00	\$9.70	\$2,425.00
6.3	Supply and Place Leveling Granular Base Course (Subject to Completion)	m3	25	\$200.00	\$5,000.00	\$20.00	\$500.00	\$236.24	\$5,956.00	\$98.00	\$2,450.00
	<b>TOTAL PART 6.0 - RESTORATION</b>				\$11,250.00		\$3,400.00		\$12,186.00		\$6,775.00
	<b>SUBTOTAL</b>				\$225,740.00		\$156,287.70		\$180,244.05		\$183,230.99

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**Table 3 Tender Evaluation**



Client  
Town of Onoway  
  
Project  
Lane Improvement  
  
Subject  
Tender Evaluation  
Proj. No. 2021-3993

Item	Description	Unit	Quantity	DeFord Contracting Inc.		North West Paving Ltd.		Central Civil Solutions Inc.		Knehan Sand & Gravel Ltd.	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	<b>GENERAL REQUIREMENTS</b>										
1.1	Mobilization and Demobilization	LS	1	\$37,952.00	\$37,952.00	\$59,000.00	\$59,000.00	\$30,612.73	\$30,612.73	\$98,961.00	\$98,961.00
1.2	Equipment Clean Stations	LS	1	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$14,886.01	\$14,886.01	\$11,697.06	\$11,697.06
1.3	Quality Control	PS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
	<b>TOTAL PART 1.0 - GENERAL REQUIREMENTS</b>				\$52,952.00		\$75,000.00		\$55,298.74		\$120,658.06
2	<b>SITE WORK DEMOLITION AND REMOVAL</b>										
2.1	Waste Excavation	m3	520	\$42.00	\$21,840.00	\$45.00	\$23,400.00	\$55.35	\$28,782.00	\$49.43	\$25,703.60
2.2	Remove and Dispose Straight Face Monolithic Curb, Gutter and	m2	35	\$81.00	\$2,135.00	\$40.00	\$1,400.00	\$67.67	\$2,368.45	\$36.16	\$1,265.60
2.2	Remove and Dispose Commercial Lane Crossing	m2	30	\$67.00	\$2,010.00	\$40.00	\$1,200.00	\$49.73	\$1,491.90	\$36.58	\$1,097.40
2.4	Remove and Dispose Concrete Curb and Gutter	m	8	\$125.00	\$1,000.00	\$42.00	\$336.00	\$123.00	\$984.00	\$44.82	\$356.96
	<b>TOTAL PART 2.0 - SITE WORK DEMOLITION AND REMOVAL</b>				\$28,985.00		\$26,336.00		\$33,626.35		\$28,423.56
3	<b>CONCRETE</b>										
3.1	Supply and Install Monolithic Curb, Gutter and Sidewalk	m2	35	\$287.00	\$10,045.00	\$265.00	\$9,275.00	\$590.90	\$19,281.50	\$490.05	\$17,151.75
3.2	Supply and Install Commercial Lane Crossing	m2	30	\$411.00	\$12,330.00	\$305.00	\$9,150.00	\$459.82	\$13,524.60	\$500.58	\$15,016.80
3.3	Supply and Install Rolled Face Curb and Gutter	m2	8	\$551.00	\$4,408.00	\$377.00	\$3,016.00	\$574.14	\$4,593.12	\$419.12	\$3,352.96
	<b>TOTAL PART 3.0 - CONCRETE</b>				\$28,783.00		\$21,441.00		\$37,399.22		\$35,521.51
4	<b>ROAD CONSTRUCTION</b>										
4.1	Geogrid Soil Stabilization	m2	790	\$4.25	\$3,357.50	\$9.00	\$7,110.00	\$9.59	\$7,568.20	\$6.11	\$4,826.90
4.2	Geotextile Soil Stabilization	m2	790	\$4.25	\$3,357.50	\$8.00	\$6,320.00	\$5.01	\$3,957.90	\$4.20	\$3,318.00
4.3	Supply and Place Granular Base Course (450-525 mm Depth)	m2	790	\$58.50	\$46,215.00	\$72.00	\$56,880.00	\$76.15	\$60,158.50	\$50.59	\$39,968.10
4.4	Supply and Place Hot Mix Asphalt Concrete (125 mm Depth)	m2	790	\$42.50	\$33,575.00	\$54.00	\$42,660.00	\$72.39	\$57,188.10	\$56.18	\$44,382.20
4.5	Remove and Replace Asphalt Access Structure (125 mm Depth)	m2	65	\$126.00	\$8,190.00	\$80.00	\$5,200.00	\$203.76	\$13,244.40	\$117.76	\$7,654.80
	<b>TOTAL PART 4.0 - ROAD CONSTRUCTION</b>				\$94,695.00		\$118,170.00		\$142,117.10		\$100,147.80
5	<b>STORM SEWER</b>										
5.1	Supply and Install New Frame and Grate complete with Final Grade Adjustments	ea	2	\$1,800.00	\$3,600.00	\$1,860.00	\$3,720.00	\$1,809.00	\$3,338.00	\$2,046.99	\$4,093.98
	<b>TOTAL PART 5.0 - STORM SEWER</b>				\$3,600.00		\$3,720.00		\$3,338.00		\$4,093.98
6	<b>RESTORATION</b>										
6.1	Supply and Place 100 mm Depth Topsoil	m2	250	\$15.00	\$3,750.00	\$30.00	\$6,250.00	\$10.46	\$2,615.00	\$40.94	\$10,235.00
6.2	Supply and Place Hydraulic Seeding	m2	250	\$9.00	\$2,250.00	\$25.00	\$6,250.00	\$3.38	\$840.00	\$40.94	\$10,235.00
6.3	Supply and Place Leveling Granular Base Course (Subject to Deletion)	m3	25	\$251.00	\$6,275.00	\$23.00	\$575.00	\$300.17	\$7,504.25	\$127.83	\$3,195.75
	<b>TOTAL PART 6.0 - RESTORATION</b>				\$12,275.00		\$15,075.00		\$20,959.25		\$22,665.75
	<b>SUBTOTAL</b>				\$217,200.00		\$259,742.00		\$293,738.61		\$312,510.46

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# Town of Onoway - 2021 Lane Improvements Project

St. Albert Parking Lot Maintenance Ltd.

Start date: Tue, 8-10-2021

Display week 1

TASK	DAYS	START	END	Aug 9, 2021							Aug 16, 2021					Aug 23, 2021								
				9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
				M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
<b>Start to Finish</b> August 10-23 (weather dependant)	21 days	8-10-21	8-28-21						X							X							X	
Line Locating	1 day	8-9-21	8-9-21																					
Removal & Disposal	8 days	8-10-21	8-17-21																					
Base Installation	5 days	8-17-21	8-21-21																					
Concrete	1 day	8-23-21	8-23-21																					
Asphalt Paving	2 days	8-24-21	8-25-21																					
Landscaping	3 days	8-26-21	8-28-21																					

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***DRAFT – for retyping on Owner's letterhead***

Date:

File:

Josh Schellenberg

Owner

St. Albert Parking Lot Maintenance Ltd.

20104 107 Avenue NW

Edmonton, AB, T5S-1W9

Josh@sapl.m.ca

**Re: NOTICE OF AWARD  
TOWN OF ONOWAY  
LANE IMPROVEMENT PROJECT**

Dear Mr. Schellenberg:

We are pleased to inform you that this contract has been awarded to your firm. You should now comply with the requirements of GC 9 INSURANCE, GC 11 BONDS, GC 12 EXECUTION OF THE CONTRACT AGREEMENT and GC 25 CONSTRUCTION SCHEDULE of the General Conditions, and Section 00 73 16 - INSURANCE of the contract. The required documents must be delivered to the Engineer within ten (10) business days. Upon receipt, Contract Documents will be provided to you for execution.

Note that the signature and seal of your firm are required on the bonds, as well as those of your bonding company. Please ensure the value of the bonds is correct, and the full name of the Owner and the Project, as shown on the cover of the Contract Documents, is correctly shown on both bonds. The date of this Notice of Award may be taken as the date of the Contract and should be included on both bonds.

This is not the Notice to Proceed with the work. The Notice to Proceed will be issued following execution of the contract documents.

Yours truly,

Town of Onoway

cc: Carlie Pittman      Associated Engineering

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Associated Engineering

GLOBAL PERSPECTIVE  
LOCAL FORDS

Table X.X  
Town of Onway  
Lane Improvements  
Detailed Fee Estimate

Classification	Personnel						FEE SUMMARY						
	Coyle Pittman, J. Eng. - Project Manager	Graham Stearns, P. Eng. Client Services Manager/Dualty Assurance Reviewer	Ceilee McOmard, E.I.T. Project Engineer	Scott McKeelide CAD Technologist	Svenny Clew	Fay Thompson Administrative Assistant	Sub-total Hours	Sub-total Labour Fees	Sub-consultant	Disbursements	Total		
Rate	\$512	\$252	\$112	\$117	\$300	\$112							
<b>1.0 Project Management</b>													
1.1	Startup, Project Meetings & Team Coord						10	1	6				
1.2	Invoicing and Reporting						2						
							2	4	\$ 648.00		\$ 248.32 \$ 3,400.00		
								0	\$ -		\$ 51.84 \$ 700.00		
								0	\$ -		\$ - \$ -		
								21	\$ 3,752.00	\$ -	\$ 300.16 \$ 4,100.00		
<b>2.0 Preliminary Design</b>													
2.1	Background Data Review						2		8	2			
2.2	Base Plan Development								2	6			
2.3	Topographic Survey									12			
2.4	Geotechnical Investigation										12		
								0	\$ -	\$ 10,400.00	\$ 1,040.00 \$ 11,500.00		
								0	\$ -		\$ - \$ -		
								2	0	10	8	12	0
								32	\$ 4,180.00	\$ 10,400.00	\$ 1,534.40 \$ 18,300.00		
<b>3.0 Detailed Design and Tender</b>													
3.1	Storm Water Design							1	4				
3.2	Drawing Preparation						2	2	6	28			
3.3	Contract Specifications						2	1	6				
3.4	Tender						4		4				
								2	11		\$ 1,432.00 \$ 1,800.00		
								10	\$ 1,560.00		\$ 124.80 \$ 1,700.00		
								0	\$ -		\$ - \$ -		
								8	4	20	28	0	4
								64	\$ 8,868.00	\$ -	\$ 709.44 \$ 9,700.00		
<b>4.0 Construction Services</b>													
<b>4.1 General Engineering</b>													
4.2	Inspection (8 hour/day, 5 days/week, 2 weeks)						8	1	12				
								80			\$ 272.96 \$ 3,700.00		
								0	\$ 9,760.00		\$ 780.80 \$ 10,600.00		
								0	\$ -		\$ - \$ -		
								8	1	92	0	0	0
								101	\$ 13,172.00	\$ -	\$ 1,053.74 \$ 14,300.00		
<b>5.0 Post Construction Services</b>													
5.1	Post Construction Inspection						4		6				
5.2	Record Drawings								4	8			
								10	\$ 1,580.00		\$ 126.40 \$ 1,800.00		
								12	\$ 1,424.00		\$ 113.92 \$ 1,600.00		
								0	\$ -		\$ - \$ -		
								4	0	10	8	0	0
								22	\$ 3,004.00	\$ -	\$ 240.32 \$ 3,400.00		
								34	6	138	44	12	6
								75	\$ 34,976.00	\$ 10,400.00	\$ 3,838.08 \$ 49,600.00		

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**CB Max Excavating Ltd**  
 61 Boulder Boulevard  
 Stony Plain AB T7Z1V6  
 780-691-5543  
 cj@cbmax.org  
 GST/HST Registration No.:  
 735477689RT0001



## Estimate

### ADDRESS

Mr. Jason Madge  
 Town of Onoway  
 4812-51 Street  
 Onoway Alberta T0E 1V0

**ESTIMATE #** 1153  
**DATE** 26/07/2021  
**EXPIRATION DATE** 01/11/2021

### SITE LOCATION

Town of Onoway

DATE	ACTIVITY	DESCRIPTION	TAX	QTY	RATE	AMOUNT
02/08/2021	Fire hydrant and valve replacement	Supply all required equipment, labor, trucking and materials to replace Fire hydrant and isolation valve @ 47a Ave & 47 St. Replace main line 6" valve @ 4709-47 St and main line 8" valve @ 46 St & 48 Ave. All three work zones include Alberta First Calls, traffic accommodations, shoring for safety, complete R&R of all required pipe and casing materials. Washed rock bedding around watermain. Commercial grade compaction with native soil. Import/Export of all required aggregates. Submittal of Bac T samples and results sent to customer prior to putting main back into operation. Complete restoration of all disturbed landscaping (Fresh top soil and seed), concrete sidewalk and asphalt. Site clean up and demobilization.	GST	1	58,500.00	58,500.00

-CB Max is not responsible for any unforeseen circumstances.  
 -Any hydro-vac-ing required will be additional at \$245.00/hr.

**SUBTOTAL** 58,500.00  
**GST @ 5%** 2,925.00  
**TOTAL** **\$61,425.00**

### TAX SUMMARY

GST #735477689

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RATE  
GST @ 5%

TAX  
2,925.00

NET  
58,500.00

Accepted By

Accepted Date

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**CONSTRUCTION**  
UNDERGROUND INFRASTRUCTURE

**27060 ACHESON ROAD  
ACHESON, AB  
T7X 6B1**

www.gsconstruction.ca

**OFFICE: (780) 962-3544**

estimating@gsconstruction.ca

LAYING THE GROUNDWORK FOR YOUR COMMUNITY SINCE 1974

<b>To:</b> Town Of Onoway	<b>Contact:</b>
<b>Address:</b> P.O. Box 540, 4812 - 51 Street Onoway, AB T0E 1V0	<b>Phone:</b>
<b>Project Name:</b> Onoway, Hydrant And Main Valve Replacement	<b>Fax:</b>
<b>Project Location:</b> 47A Ave & 47 St, Onoway, AB	<b>Bid Number:</b> 2021-214
	<b>Bid Date:</b> 7/26/2021

We are pleased to submit these prices for your consideration

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1.01	Hydrant And Isolation Valve Removal And Replacement - 150mm	1.00	LS	\$17,730.00	\$17,730.00
1.02	Remove And Replace Watermain Valve - 150mm	1.00	EACH	\$12,310.00	\$12,310.00
1.03	Remove And Replace Watermain Valve - 200mm	1.00	EACH	\$15,110.00	\$15,110.00
1.04	Hydrant And Isolation Valve Surface Removal And Replacement	1.00	EACH	\$9,940.00	\$9,940.00
1.05	Gate Valve Surface Removal And Replacement	2.00	EACH	\$3,450.00	\$6,900.00
				<b>Bid Price Subtotal:</b>	<b>\$61,990.00</b>
				<b>GST 5.00%:</b>	<b>\$3,099.50</b>
				<b>Total Bid Price:</b>	<b>\$65,089.50</b>

**Notes:**

- This quotation includes all the terms, conditions, and clarifications attached hereto, which terms and conditions shall form part of any agreement
- All pricing is based on all described Items being included. Individual components cannot be broken out or modified without GS Construction approval
- Received no Addendums
- 2021 construction season price. Scheduling to be determined upon award
- GS Construction will make every attempt to utilize a 2m wide trench, depending upon ground conditions. GS Construction will not be held responsible for additional costs associated with trench failure due to ground conditions
- Pricing includes excavation in native clay material. No allowance has been made for excavating or hydroexcavating in existing fillcrete
- Trench to be backfilled with unconditioned native material
- The site is to be free and clear of encumbrances and readily accessible for the purpose of the work by the intended equipment
- Any delays by the owner and/or his representative(s) will be charged at standby rates
- GS Construction will not be responsible for any liquidated damages or late completion penalties
- GS Construction will contact Alberta 1 Call & Dig Shaw. No allowances have been made for Private Utility Locates
- Certificate of Recognition (COR); AVETTA Certification; Worker's Compensation and Liability Insurance in place
- Our quote is subject to credit approval
- **Due to the current market volatility, pricing on all supplied materials may be subject to change prior to delivery. Our quote is subject to a material price adjustment to reflect the current market conditions at the time of Contract and/or Purchase Order. To lock in pricing and supply, a Purchase order would need to be issued as soon as practicable.**

**INCLUDED:**

- - 1 mobilization included to complete the project. Secondary or Subsequent Mobilizations will be \$5,000 / mobilization
- - Asphalt and Concrete Sawcutting, Removals and Restoration

**NOT INCLUDED:**

- - Bonding, but can be provided at a cost of \$10 / \$1000 of contract value
- - Municipal Permits & Fees including Road Rentals & ECO Plans
- - Engineering, Survey, Layout, Survey Assistance & As-Builts
- - Soils / Materials Testing
- - Barricading, Traffic Control & Pedestrian protection
- - OSCAMS & Traffic Accommodation Plan
- - Site Fencing
- - Hydrovac. Can be provided at cost +10%
- - Washed Rock or Filter Cloth in the Pipe Zone
- - Offsite removal of pipe swell &/or excess material
- - Moisture Conditioning of Backfill Material
- - Fillcrete Backfill

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- - Ripping of Frost
- - Removal & Replacement of Contaminated or Frozen Soils
- - Import of Suitable Backfill Material
- - Topsoil/Weed Stripping, Tree Clearing, Topsoil Replacement and Landscaping
- - Erosion and Sediment Control
- - Nitrile Gaskets
- - Water line pressure testing and bacteriological testing
- - Insulation

**Payment Terms:**

Progress Payments at 90% - 10% Holdback on Monthly Estimates.  
 All Invoiced Amounts are due and payable within 30 days of the date of the Invoice.  
 Holdback due 46 days after Substantial Completion of GS Construction's work.  
 Price if firm for 30 days after which price is subject to change without notice.

<p><b>ACCEPTED:</b>          The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b>  <b>GS Construction</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Regan Virostek          780-266-0453 regan@gsconstruction.ca</p>
--	---



[www.roadbridge.ca](http://www.roadbridge.ca)

12840 149 st Edmonton AB

cell no : 780-399-0636

780-752-5522

email :

[ivor@roadbridge.ca](mailto:ivor@roadbridge.ca)

[info@roadbridge.ca](mailto:info@roadbridge.ca)

quote

Date: 26.07.2021

Customer : Town of Onoway

C/O Jason

Location Onoway

Re: Hydrant & valve replacement

Item	description	Total
	Description of project	
	<u>Repalcement of hydrant &amp; valves at 3 locaitons as per info received</u>	
	Quote based on specs provided	
	Price for works	\$ 73,655.00
exclusions :		
<b>Subtotal</b>		
<b>Goods Services And Tax</b>		\$ 73,655.00
<b>Total</b>		5% \$ 3,682.75
		\$ 77,337.75

access to site to be arranged by the client

by signing this sheet constitutes a legal obligation for the signee to pay

payment terms 30 days

signed on behalf of the customer \_\_\_\_\_

date :

signed on behalf of the contractor \_\_\_\_\_

customers billing information : \_\_\_\_\_

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**cao@onoway.ca**

---

**From:** cao@onoway.ca  
**Sent:** July 27, 2021 12:57 PM  
**To:** 'Judy Tracy'; 'Lynne Tonita'; 'Pat St.Hilaire'; 'Lisa Johnson'; 'Jeff Mickle'  
**Cc:** 'Jason Madge'  
**Subject:** Road Closure Request  
**Attachments:** onoway-roadclosurerequest.pdf

Council please see attached request to close Levell Close cul de sac for a block party as such.

This event is planned for Saturday August 14, and will be on your Aug. 5 meeting for consideration. If Council has no concerns or objections with it I can advise Wade of same now (as per your email replies) and then Council can ratify it at your Aug. 5 meeting (doing it this way would allow me to advise Wade sooner so they can start planning for the event – rather than waiting for the Aug. 5 mtg).

This event is planned to go to 1 a.m. – our noise bylaw takes effect at 11:00 p.m., do we have a concern with the timeline?

Let me know.

Thanks

W

**Wendy Wildman**

CAO

Town of Onoway

Box 540

Onoway, AB. T0E 1V0

780-967-5338 Fax: 780-967-3226

[cao@onoway.ca](mailto:cao@onoway.ca)

**NOTE EMAIL CONTACT INFORMATION HAS CHANGED TO: [cao@onoway.ca](mailto:cao@onoway.ca)**

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**NOTICE OF SPECIAL EVENT AND RESULTING TEMPORARY ROAD CLOSURE**

On Aug. 14 the \_\_\_\_\_ propose  
(DATE) (ORGANIZATION/PERSON)  
 to close Lovell Close Street during the hours of 6PM - 1AM  
(STREET/AVENUE #) (TIME)  
 to 1 AM for Lovell Love In  
(EVENT INFORMATION)

a post COVID re-acquaint with your neighbors

By signing this form you are indicating that you have been notified of the proposed closure. You are indicating neither support nor concern. If you have a concern you should provide written comments to the Town of Onway Council.

This form will be given to Council for their information on July 23  
 If you have concerns they can be addressed at that time.

BUSINESS	SIGNATURE	PRINT NAME
4331 Lovell Close		
4335 Lovell Close		
4391 48 <sup>th</sup>		
4311 Lovell Close		
4320 Lovell Close		
4323 Lovell		
4324 48A Ave		
4328-48A Ave		
4319 Lovell Close		
4307 Lovell Close		

(21)

**RECEIVED**  
 JUL 23 2021

**cao@onoway.ca**

---

**From:** Onoway Farmers Market <onowayfarmersmarket@gmail.com>  
**Sent:** July 30, 2021 2:39 PM  
**To:** cao@onoway.ca  
**Subject:** Re: Aug 12 Event

Yes. We didnt block the burger baron access

Letitia

On Friday, July 30, 2021, <cao@onoway.ca> wrote:

Good afternoon Letitia – did you barricade west of the Burger Baron so that the drive through access was still open?

**Wendy Wildman**

CAO

Town of Onoway

Box 540

Onoway, AB. T0E 1V0

780-967-5338 Fax: 780-967-3226

[cao@onoway.ca](mailto:cao@onoway.ca)

**NOTE EMAIL CONTACT INFORMATION HAS CHANGED TO: [cao@onoway.ca](mailto:cao@onoway.ca)**

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---

**From:** Onoway Farmers Market <onowayfarmersmarket@gmail.com>  
**Sent:** July 30, 2021 9:15 AM



To: [cao@onoway.ca](mailto:cao@onoway.ca)  
Subject: Aug 12 Event

Good Morning,

On Aug 12 I am holding a Local Food Week Event as part of the Farmers' Market. As part of this event I am hosting a Show N Shine/ Cruise. I did this 2 years ago as well.

I am looking for approval to shut off the street in front of the Community Hall from 4:00pm - 8:00pm on August 12.

We also acquired barricades from the town 2 years ago, if we are able to use those again that would be much appreciated.

We may also use the 2 properties for a bouncy castle as well, depending on funding for the event.

If you need any other info from me please let me know.

Thank You

Letitia

--

Cheers!

Onoway Farmers Market

--

Cheers!

Onoway Farmers Market

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cao@onoway.ca

---

**From:** administration@wildwillowenterprises.com  
**Sent:** July 9, 2021 3:57 PM  
**To:** Wendy Wildman; Dwight Moskalyk  
**Subject:** FWD: Summer Village of Silver Sands, et al. - Tax Recovery - Lead 1435, Lead 1436, Lead 1437, Lead 1438, Lead 1439, Lead 1440, Lead 1441, Lead 1442  
**Attachments:** General Brochure.pdf; SAMPLE TX Engagement Ltr.pdf; AB - APPENDICES.pdf

Wendy/Dwight, I have been in contact with the firm TAXervices that specializes in tax recovery. Currently they service Parkland County, Spruce Grove, Stony Plain to name few in our area. What I like about their approach is that they do everything they can to make contact/find the owner to get the issue resolved prior to any public auction actually taking place. All of their fees are charged back to the tax roll, similar to any fees incurred when we have to call upon Michelle - so no cost to the municipality. The deadlines and specific dates of the tax recovery process make it time consuming and stressful - this is what they do.

They have sent over a general brochure, a sample engagement letter and their appendices for costs and roles.

I would be willing to be the contact working with them for all the Summer Villages when they require information from us etc.

The person I spoke with advised that once they are engaged, they take over right away with where we are at in the tax recovery process and they carry on from there. The other think I like about this is that we don't have to get personally involved with those who are not paying their taxes.

Let me know your thoughts please, I can tell you that I am in favour of utilizing their services.

Thanks,

Heather Luhtala,  
Asst. CAO  
[S.V. of South View \(Sign Up for South View Connect Today!\)](#)  
[S.V. of Silver Sands \(Sign Up for Silver Sands Connect Today!\)](#)  
[S.V. of Yellowstone \(Sign Up for Yellowstone Connect Today!\)](#)  
Phone: 587-873-5765  
Fax: 780-967-0431  
Website: [www.wildwillowenterprises.com](http://www.wildwillowenterprises.com)  
Email: administration@wildwillowenterprises.com

----- Original Message -----

**Subject:** Summer Village of Silver Sands, et al. - Tax Recovery - Lead 1435, Lead 1436, Lead 1437, Lead 1438, Lead 1439, Lead 1440, Lead 1441, Lead 1442  
**From:** "Brittany J." <BrittanyJ@taxervice.com>  
**Date:** 7/9/21 3:08 pm  
**To:** "administration@wildwillowenterprises.com" <administration@wildwillowenterprises.com>

Good afternoon Heather,

It was nice chatting with you this afternoon. As requested, please find attached our General Brochure as well as a sample Engagement Letter for your review.

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# TAXervice

## CONTACT

---



**CALL US**  
1-877-734-3113



**FAX**  
1-877-734-1050



**EMAIL**  
[info@taxervice.com](mailto:info@taxervice.com)



**WEBSITE**  
[taxervice.com](http://taxervice.com)

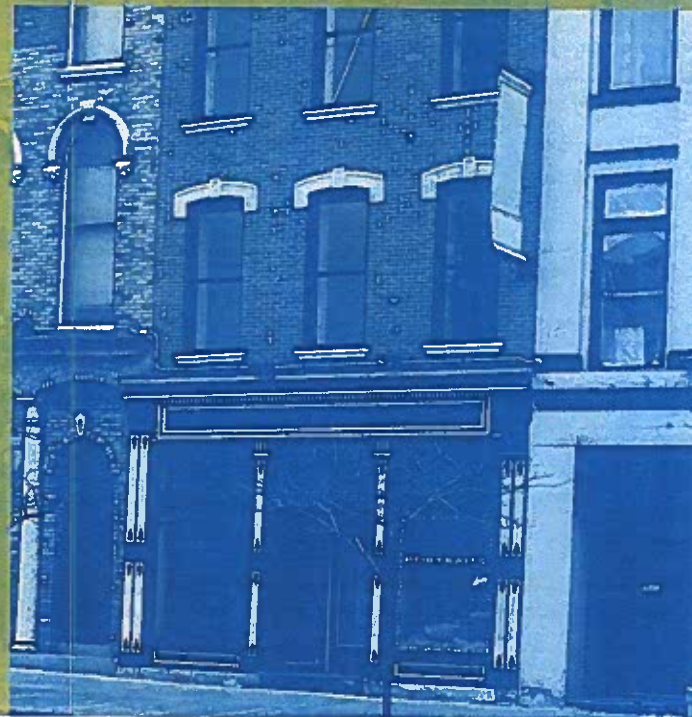
WE HELP  
MUNICIPALITIES  
MANAGE TAX  
ARREARS



No cost  
to you



\*There is no cost to your municipality. Our fees are added to the property taxes which are paid by the property owner and do not come out of general revenue. Why should those who pay their taxes on time pay for those who don't? Why not let the "user pay"? The only time there is a cost to the municipality is if you take title to the property and it does not sell.



# What we do

We manage the property tax arrears recovery process. We track all deadlines, manage all contact with ratepayers, send all required notices to all required parties, conduct all necessary searches and registrations at land titles, publish all required notices, arrange the auction (if applicable) and convey title to the purchaser/municipality. We manage the entire process for you, from beginning to end.

Even if you've started the process, we can finish it. No more hunting for people. No more land titles searches or registrations or worrying about deadlines for notice or publication. And best of all, there is no cost to your municipality.\*



## RATEPAYER CARE

We are not a collection agency. We ensure that ratepayers are handled respectfully and professionally. The municipality has a duty to ensure property taxes are recovered, but this should be done respectfully, without undue harshness. We attempt to contact all property owners and registered interest holders to ensure they are aware of the proceedings and have every opportunity to redeem their property. We handle your ratepayers with care because we know our actions will reflect on you.



## STAFF RELIEF & SATISFACTION

Recruitment and retention of qualified employees can be very costly, in both time and money. Recovery of tax arrears is a job many staff do not enjoy and it can be awkward if the staff member knows the ratepayer personally. Having an outside party deal with ratepayers is like an employee perk that doesn't cost you anything.

The tax recovery process typically takes several hours of time per roll. Add to that, time spent dealing with questions or concerns from ratepayers and registered interest holders, researching correct procedures, dealing with multiple properties in arrears and delays caused by unusual circumstances or complex legal matters. Hiring out the management of tax recovery can be the financially wise choice. Having TAXervice manage tax recovery for you will free up your staff to work on other important matters requiring their attention.



## EXPERIENCE AND EXPERTISE

Our team includes a senior lawyer, former paralegals, former municipal administrative staff and a wealth of tax recovery expertise. We have experience dealing with missing persons, deceased owners, bankrupt owners and families dealing with all types of hardship. We ensure that all steps are on-time and all statutory requirements are met.

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July 9, 2021

ENGAGEMENT LETTER

By Email: (original to remain on file)

----SAMPLE----

Attention:

Re: Management of Property Tax Arrears Recovery

Thank you for choosing TAXervice to manage your property tax arrears recovery. If this engagement letter meets with your approval, please sign where indicated at the bottom of page two and return one copy to our office.

When used in this letter, the term "Municipality" includes rural municipality, municipal district, specialized municipality, county, city, town, village, hamlet, summer village or resort village.

Our fees and disbursement are detailed in Appendix "A".

TAXervice undertakes to manage property tax arrears recovery for you. Initially, we will require you to provide information for every property eligible for tax recovery. At the relevant time, we will advise what specific information is required. In the meantime, we ask that you review the Municipal Profile (Appendix "B") and complete and/or correct the information. If requested, you will provide us with an arrears by year report showing all properties and all arrears.

Once you provide us with the property information, we will initiate the process. As soon as we begin to work on entering your information into our database, we will forward you our invoice(s). These costs are to be entered into your accounting system and added to each roll number. Once you receive our invoice(s), our fee is payable, since a great deal of time and effort is expended entering the information and ensuring it is accurate. If the property is redeemed prior to delivery of our invoice to you, we will waive our fees.

TAXervice will also assist in the recovery of property taxes or grants-in-lieu of taxes from crown agencies such as CMIIC or HMQ. As you are aware, these properties are exempt from tax recovery however, the municipality is entitled to recover the outstanding arrears. In the event we are unsuccessful in recovering funds from the assessed owner, the municipality would be responsible for our fees and disbursements.

Please contact us if you wish to discuss setting your tax sale date. You should provide us with a copy of council's resolution once the tax sale date has been set. We will do our utmost to ensure your tax sale occurs on the date scheduled. As you are aware however, it may be necessary to postpone the tax sale date due to circumstances beyond our control (eg. inability to notify a deceased or missing owner, etc.).

During the course of the tax recovery process, both TAXervice and the municipality will have specific responsibilities. Please see Appendix "C" for an overview of those responsibilities.

Based on our experience, we have devised and revised our auction sale conditions. Unless arranged otherwise, we will use our auction sale terms and conditions.

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We will send you an update at each significant step in the process. We provide you with one sample copy of each type of document sent to ratepayers for your information and records. We do not provide copies of every notice sent nor do we provide copies of notices received from land titles. We do provide you with reports of any ratepayer or registered interest holder issues or requests that may arise. (eg. if a taxpayer has specific questions and we communicate with them). We encourage you to forward any inquiries pertaining to the tax recovery process to our office. We strongly suggest that there be only one contact for tax enforcement and that be us.

TAXervice's use of the information provided by the municipality will be limited to tax enforcement for the municipality and TAXervice will comply with all FIPPA/FOIP requirements in dealing with this information.

You agree to indemnify and hold us and our officers, directors, agents and employees harmless from any claim or demand, including legal fees and disbursements, made by any third party due to or arising out of the performance of our services on your behalf. This indemnity does **not** apply if the action(s) or inaction(s) which are the subject of the claim were performed negligently or in contravention of any applicable statute or regulation.

Our arrangement will automatically renew unless terminated by either party on 30 days written notice. In the event of termination, any outstanding invoices will be immediately due and payable by the municipality. Any unbilled fees or disbursements will be invoiced by TAXervice and payable forthwith by the municipality. If you terminate our arrangement, there will be no refunds for unearned fees or disbursements.

We look forward to working with you. In the meantime, if you have any questions, please do not hesitate to contact our office.

Yours truly,  
TAXervice



Gary Burnside B.S.A., LL.B.,  
President

By signing a copy of this letter, the undersigned acknowledges and agrees to the terms set out above.

SAMPLE



[Redacted signature line]

Authorized Signing Officer

Name: [Redacted]

Title: [Redacted]

- Encs. Appendix "A" – Outline of Costs
- Appendix "B" – Municipal Profile
- Appendix "C" – Responsibilities





## APPENDIX "A" – Outline of Costs:

### 1. Fees (excluding disbursements and taxes):

Fees		
<b>File Setup</b>	Obtaining required property information, setting up each property in our database management system and verifying its accuracy; and, if applicable, sending pre-notice letter to Owner(s), preparing and registering Arrears List in Land Titles, and sending notice of registration to Owner(s)	\$295
<b>Proceeding to Auction</b>	Notice under FDMA, arrange for the public auction and advertisement in Alberta Gazette and local newspaper, prepare and arrange service of notices on every owner and person having a registered interest, arrange conduct of the auction, prepare transfers of title into the name of the purchaser/municipality	\$300
<b>Total:</b>		\$595

**File Setup** - Upon receipt of your property information, we will set up the file in our system and send our invoice for File Setup. Invoices are payable upon receipt. Interest at the rate of 1.5% per month (19.56% annually) will be charged on all accounts outstanding after 30 days.

Our fee on properties with arrears of \$25 or less will be discounted from \$295 to \$245 at File Setup. If the property is not redeemed before registration with land titles, full fees will be applied.

In the event that a property owner has more than one property subject to tax recovery, our File Setup fee per property will be reduced with each additional property.

**Proceeding to Auction** – One year after the Tax Notification is registered, if the taxes are still not paid, we will prepare Notice and send our invoice for Proceedings to Auction.

If unforeseen complications are encountered, fees may increase to deal with those exceptional circumstances. (eg. deceased owners)

### 2. Special Service Fees - Additional fees will be charged for exceptional services such as investigations to locate missing or deceased parties, agreements for payment of tax arrears, etc.

Special Service Fees	Fee
Basic research/investigation to locate an absent registered owner or interest holder including phone calls and searches	\$125
Complex research/investigation to locate an absent registered owner or interest holder including phone calls and searches	\$250
Arrange personal service of notice upon one registered owner or interest holder	\$125
Agreement (\$175 plus \$75 per roll to a maximum fee of \$475)	\$175+

### 3. Disbursements - We do our best to ensure that disbursements are reasonable. Disbursements which may be incurred, but are not limited to: land titles searches and registration fees; registered mail; publishing costs; etc. (these expenses would be incurred whether tax enforcement is conducted in-house or outsourced). An administration fee of 15% will be added to all disbursements (minimum \$5.00).

A \$35 miscellaneous charge will be applied to each roll with each fee. This charge covers such items as file retention and storage, long distance telephone, faxes, photocopies, supplies, etc.

**Please Note:** If the property has been redeemed, but we are not notified and further costs are incurred, the municipality will be responsible for those further fees and disbursements incurred.

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# APPENDIX "B" – MUNICIPAL PROFILE

Please confirm or complete/correct the information below:

Municipality: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_



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Administrator: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_

---

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Tax Enforcement Contact Person:  Same as above OR  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_



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Taxes Due Date: \_\_\_\_\_  
Municipal Accounting Software: \_\_\_\_\_



Land Titles Office:  Edmonton  
 Calgary

Penalty Rate: \_\_\_\_\_ %

Annually  
 Monthly

on principal only (Simple)  
 on principal & interest (Compounding)

Is interest charged on tax enforcement costs? YES  NO

Accepted Methods of Payment:  
 Debit Card  
 MasterCard  
 VISA  
 other \_\_\_\_\_

Name of local newspaper for advertisement of public auction: \_\_\_\_\_

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## APPENDIX “C” - RESPONSIBILITIES

### TAXervice’s responsibilities:

- track all deadlines
- register the Tax Notification with land titles
- register Financing Statement in Personal Property Registry
- prepare and arrange notice to every owner and person having a registered interest
- prepare and arrange publication of the Notice of Public Auction
- arrange conduct of the tax sale auction and, if necessary, be available by teleconference
- prepare transfer/transmission following auction

### The municipality’s responsibilities:

- pursuant to s 412 of the Municipal Government Act, at all times to post a copy of the tax arrears list in the municipal office in a place accessible to the public
- provide the information from the tax rolls as requested by Taxervice
- field inquiries for redemption amounts and include our fees and disbursements in the amount
- receive payments from taxpayers by cash, certified cheque or any other form of **guaranteed** payment and advise our office of same by email or fax as soon as possible. If the property has been redeemed, but we are not notified and further fees or disbursements are incurred, the municipality will be responsible for those fees and disbursements
- sign documents requiring municipal signatures

We will give you a call later next week to discuss any questions you may have about the process.

Have a great weekend,

BRITTANY J.  
DIRECTOR OF CLIENT DEVELOPMENT  
ACCOUNT ASSISTANT



T: 877.734.3113 Ext 104

Direct: 204.614.8534

F: 877.734.1050

E: [BrittanyJ@taxervice.com](mailto:BrittanyJ@taxervice.com)

W [www.taxervice.com](http://www.taxervice.com)

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**From:** Alanna Hnatiw <ahnatiw@sturgeoncounty.ca>  
**Sent:** July 29, 2021 1:42 PM  
**Subject:** Sturgeon County MAYOR'S Golf Tournament - September 15, 2021



It's exciting that we are back to in-person events and golfing for two amazing local causes!

Please join me on **Wednesday, September 15** at Sturgeon Valley Golf & Country Club for the **Annual Sturgeon County Mayor's Golf Tournament!**

Once again, we have a range of sponsorship opportunities available. To reserve your same level as last year, please **REGISTER your sponsorship by Wednesday, August 4** as all sponsorships will then be open to the public. Alternately, please contact Bobbi with sk events ([bobbi@skevents.ca](mailto:bobbi@skevents.ca) or 780-504-5664) to discuss sponsorship opportunities.

Golf spots are available: fees for the day are \$175.00 per person and include breakfast hosted by myself, green fees, shared power cart, networking cocktail reception and a banquet dinner. This year we are joined by two dynamic emcees – Lars Callieou for breakfast and in the Party Crasher cart, and Ryan Jespersion at the Mayor's patio and banquet, and all the great people you will meet on the course. To **register your team or individual spot**, click **REGISTER**.

In addition to an amazing golf day at the beautiful Sturgeon Valley Golf & Country Club, we are working on a few special elements, including contests and prizing. Stay tuned for more information...

I can't wait to see you on the links on September 15, as we enjoy a fun day of golf and networking while supporting some very worthy charities: [West Sturgeon Aging in Place Foundation](#) and [Sturgeon Victim Services](#).

**Mayor Alanna Hnatiw**  
Sturgeon County  
p: 780 939 8327  
c: 587 987 2907

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w: [www.sturgeoncounty.ca](http://www.sturgeoncounty.ca)

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**cao@onoway.ca**

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**From:** Pat St.Hilaire <psthilaire@onoway.ca>  
**Sent:** July 22, 2021 6:24 PM  
**To:** Judy Tracy  
**Cc:** Wendy Wildman; Jason Madge; Lynne Tonita; Jeff Mickle; Lisa Johnson; Shelley Vaughan; Penny Frizzell  
**Subject:** Re: SANG Co-op Kids With Cancer Charity Golf

So maybe we need to send someone to golf, Wendy maybe

Sent from my iPad

On Jul 22, 2021, at 6:05 PM, Judy Tracy <jtracy@onoway.ca> wrote:

Sent from my iPad

Begin forwarded message:

**From:** Kevin Ouderkirk <KOuderkirk@steannegas.com>  
**Date:** July 22, 2021 at 10:09:20 AM MDT  
**To:** Valere Leifso <VLeifso@steannegas.com>  
**Subject:** SANG Co-op Kids With Cancer Charity Golf

SANG'S 7<sup>TH</sup> Annual Kids with Cancer Golf Tournament is Thursday, August 26<sup>th</sup>!

This year we have simplified our registration process. You may register, sponsor, and find all details at our tournament website, <https://birdease.com/SANGgolf>.

Please feel free to contact: Kevin Ouderkirk at [kouderkirk@steannegas.com](mailto:kouderkirk@steannegas.com) or Valere Leifso at [vleifso@steannegas.com](mailto:vleifso@steannegas.com) if you have any questions or concerns.

\$185 per golfer (includes 18 holes of golf, cart, access to driving range, welcome gift, breakfast, lunch, supper, and entertainment)

8:30 a.m. Sign in, access driving range and grab some breakfast.  
10:30 a.m. Shotgun start  
4:30 p.m. Dinner, speeches, special guests, and auctions (dinner only tickets may be purchased as well)

You may register until August 20<sup>th</sup>, but do not delay, we fill up very quickly!

We look forward to seeing all your faces again and supporting a wonderful cause!

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<image001.jpg>

Kind Regards,

**Kevin Ouderkirk | Chief Executive Officer**  
**Chairman - Managers Advisory Committee**

T: [780-967-2246](tel:780-967-2246) | M: [780-777-6975](tel:780-777-6975)

<image002.png>

F: [kouderkirk@steannegas.com](mailto:kouderkirk@steannegas.com) | W: <http://steannegas.com>

<image003.png> <image004.png>

<image005.jpg>

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cao@onoway.ca

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**From:** Lynne Tonita <ltonita@onoway.ca>  
**Sent:** July 29, 2021 11:08 AM  
**To:** Wendy Wildman; Judy Tracy; Lisa Johnson; Pat St.Hilaire  
**Subject:** The Pledge  
**Attachments:** the\_pledge\_-\_certificate.pdf; Untitled attachment 00298.txt

Can we include this in our next agenda?

[https://www.auma.ca/sites/default/files/Advocacy/the\\_pledge\\_-\\_certificate.pdf](https://www.auma.ca/sites/default/files/Advocacy/the_pledge_-_certificate.pdf)

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I \_\_\_\_\_, seeking to  
(full name)  
represent \_\_\_\_\_, pledge to  
(municipality)

**Keep local elections local** by focusing my campaign on issues that municipal elected officials can influence.

**Maintain independence and non-partisanship** by rejecting any endorsements which would undermine my accountability to municipal residents or the autonomy of the municipality.

**Demonstrate transparency** by sharing my vision for the municipality and providing pre-election disclosure of campaign contributions and spending.

**Engage in respectful behaviour** by sharing my perspective, while respecting and seeking to understand differences.

\_\_\_\_\_  
(signature)

\_\_\_\_\_ 2021  
(date)

3.6

cao@onoway.ca

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**From:** Lynne Tonita <ltonita@onoway.ca>  
**Sent:** July 29, 2021 11:06 AM  
**To:** Wendy Wildman; Jeff Mickle; Judy Tracy; Lisa Johnson; Pat St.Hilaire  
**Subject:** Code of Conduct template. Interesting  
**Attachments:** councillor\_code\_of\_conduct\_bylaw\_template\_0.docx; Untitled attachment 00290.txt

[https://www.auma.ca/sites/default/files/Advocacy/Programs\\_Initiatives/MGA\\_Change\\_Mgt\\_Resources/councillor\\_code\\_of\\_conduct\\_bylaw\\_template\\_0.docx](https://www.auma.ca/sites/default/files/Advocacy/Programs_Initiatives/MGA_Change_Mgt_Resources/councillor_code_of_conduct_bylaw_template_0.docx)

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# Councillor Code of Conduct: Bylaw Template

The following is a sample bylaw for a Councillor Code of Conduct. It is intended to be a template for municipalities in Alberta to assist in the drafting of a bylaw that establishes a code of conduct. It should be carefully reviewed and tailored to the specific needs of each municipality. Each municipality should use their respective bylaw review processes to ensure consistency and accuracy.

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**[INSERT NAME OF MUNICIPALITY]**

**[INSERT BYLAW NUMBER]**

A BYLAW TO ESTABLISH A CODE OF CONDUCT FOR MEMBERS OF COUNCIL

WHEREAS, pursuant to section 146.1(1) of the *Municipal Government Act*, a council must, by bylaw, establish a code of conduct governing the conduct of councillors;

**[Optional provision if the Code is also to apply to non-elected members of Council Committees: AND WHEREAS, pursuant to section 146.1(3) of the *Municipal Government Act*, a council may, by bylaw, establish a code of conduct governing the conduct of members of council committees and other bodies established by the council who are not councillors]; [NOTE: if this bylaw is to apply to non-elected members of council committees the definition of "Member" in Section 2 below will need to be updated accordingly.]**

AND WHEREAS, pursuant to section 153 of the *Municipal Government Act*, councillors have a duty to adhere to the code of conduct established by the council;

AND WHEREAS the public is entitled to expect the highest standards of conduct from the members that it elects to council for the **[insert name of municipality]**;

AND WHEREAS the establishment of a code of conduct for members of council is consistent with the principles of transparent and accountable government;

AND WHEREAS a code of conduct ensures that members of council share a common understanding of acceptable conduct extending beyond the legislative provisions governing the conduct of councillors;

NOW THEREFORE the Council of the **[insert name of municipality]**, in the Province of Alberta, duly assembled, enacts as follows:

## 1. Short Title

1.1. This Bylaw may be referred to as the "Council Code of Conduct Bylaw".

## 2. Definitions

2.1. In this Bylaw, words have the meanings set out in the Act, except that:

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- (a) "Act" means the Municipal Government Act, R.S.A. 2000, c. M-26, and associated regulations, as amended;
- (b) "Administration" means the administrative and operational arm of the Municipality, comprised of the various departments and business units and including all employees who operate under the leadership and supervision of the [insert applicable title: e.g. CAO];
- (c) [Insert applicable title, e.g. "CAO", "City Manager", County Manager, "Town Manager", etc] means the chief administrative officer of the Municipality, or their delegate;
- (d) "FOIP" means the Freedom of Information and Protection of Privacy Act, R.S.A. 2000, c. F-25, any associated regulations, and any amendments or successor legislation;
- (e) "Investigator" means Council or the individual or body established by Council to investigate and report on complaints;
- (f) "Member" means a member of Council and includes a councillor or the [insert as applicable: Mayor or Reeve];

-OR-

- (f) "Member" means a member of Council and includes a councillor or the [insert as applicable: Mayor or Reeve] and includes members of council committees or other bodies established by Council who are not councillors or the [insert as applicable: Mayor or Reeve];
- (g) "Municipality" means the municipal corporation of the [Insert name of municipality].

### 3. Purpose and Application

3.1. The purpose of this Bylaw is to establish standards for the ethical conduct of Members relating to their roles and obligations as representatives of the Municipality and a procedure for the investigation and enforcement of those standards.

### 4. Representing the Municipality

4.1. Members shall:

- (a) act honestly and, in good faith, serve the welfare and interests of the Municipality as a whole;
- (b) perform their functions and duties in a conscientious and diligent manner with integrity, accountability and transparency;
- (c) conduct themselves in a professional manner with dignity and make every effort to participate diligently in the meetings of Council, committees of Council and other bodies to which they are appointed by Council; and

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- (d) arrange their private affairs and conduct themselves in a manner that promotes public confidence and will bear close public scrutiny.

## **5. Communicating on Behalf of the Municipality**

- 5.1. A Member must not claim to speak on behalf of Council unless authorized to do so.
- 5.2. Unless Council directs otherwise, the **[Insert as applicable: Mayor/Reeve]** is Council's official spokesperson and in the absence of the **[Insert as applicable: Mayor/Reeve]** it is the **[Insert as applicable: Deputy Mayor/Deputy Reeve]**. All inquiries from the media regarding the official Council position on an issue shall be referred to Council's official spokesperson.
- 5.3. A Member who is authorized to act as Council's official spokesperson must ensure that their comments accurately reflect the official position and will of Council as a whole, even if the Member personally disagrees with Council's position.
- 5.4. No Member shall make a statement when they know that statement is false.
- 5.5. No Member shall make a statement with the intent to mislead Council or members of the public.

## **6. Respecting the Decision-Making Process**

- 6.1. Decision making authority lies with Council, and not with any individual Member. Council may only act by bylaw or resolution passed at a Council meeting held in public at which there is a quorum present. No Member shall, unless authorized by Council, attempt to bind the Municipality or give direction to employees in Administration, agents, contractors, consultants or other service providers or prospective vendors to the Municipality.
- 6.2. Members shall conduct and convey Council business and all their duties in an open and transparent manner other than for those matters which by law are authorized to be dealt with in a confidential manner in an in-camera session, and in so doing, allow the public to view the process and rationale which was used to reach decisions and the reasons for taking certain actions.
- 6.3. Members shall accurately communicate the decisions of Council, even if they disagree with Council's decision, such that respect for the decision-making processes of Council is fostered.

## **7. Adherence to Policies, Procedures and Bylaws**

- 7.1. Members shall uphold the law established by the Parliament of Canada and the Legislature of Alberta and the bylaws, policies and procedures adopted by Council.
- 7.2. Members shall respect the Municipality as an institution, its bylaws, policies and procedures and shall encourage public respect for the Municipality, its bylaws, policies and procedures.

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- 7.3. A Member must not encourage disobedience of any bylaw, policy or procedure of the Municipality in responding to a member of the public, as this undermines public confidence in the Municipality and in the rule of law.

## **8. Respectful Interactions with Council Members, Staff, the Public and Others**

- 8.1. Members shall act in a manner that demonstrates fairness, respect for individual differences and opinions, and an intention to work together for the common good and in furtherance of the public interest.
- 8.2. Members shall treat one another, employees of the Municipality and members of the public with courtesy, dignity and respect and without abuse, bullying or intimidation.
- 8.3. No Member shall use indecent, abusive, or insulting words or expressions toward another Member, any employee of the Municipality or any member of the public.
- 8.4. No Member shall speak in a manner that is discriminatory to any individual based on the person's race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation.
- 8.5. Members shall respect the fact that employees in Administration work for the Municipality as a corporate body and are charged with making recommendations that reflect their professional expertise and a corporate perspective and that employees are required to do so without undue influence from any Member or group of Members.
- 8.6. Members must not:
  - (a) involve themselves in matters of Administration, which fall within the jurisdiction of the [Insert applicable title, e.g. "CAO", "City Manager", "County Manager", "Town Manager", as defined above];
  - (b) use, or attempt to use, their authority or influence for the purpose of intimidating, threatening, coercing, commanding or influencing any employee of the Municipality with the intent of interfering in the employee's duties; or
  - (c) maliciously or falsely injure the professional or ethical reputation, or the prospects or practice of employees of the Municipality.

## **9. Confidential Information**

- 9.1. Members must keep in confidence matters discussed in private at a Council or Council committee meeting until the matter is discussed at a meeting held in public.
- 9.2. Members shall refrain from disclosing or releasing any confidential information acquired by virtue of their office except when required by law or authorized by Council to do so.

- 9.3. No Member shall use confidential information for personal benefit or for the benefit of any other individual organization.
- 9.4. **[Alternative provision to section 9.2 above]:** In the course of their duties, Members may also become privy to confidential information received outside of an “in-camera” meeting. Members must not:
- (a) disclose or release by any means to any member of the public, including the media, any confidential information acquired by virtue of their office, unless the disclosure is required by law or authorized by Council to do so;
  - (b) access or attempt to gain access to confidential information in the custody or control of the Municipality unless it is necessary for the performance of the Member’s duties and is not otherwise prohibited by Council, and only then if the information is acquired through appropriate channels in accordance with applicable Council bylaws and policies;
  - (c) use confidential information for personal benefit or for the benefit of any other individual or organization.
- 9.5. **[Optional additional provision]:** Confidential information includes information in the possession of, or received in confidence by, the Municipality that the Municipality is prohibited from disclosing pursuant to legislation, court order or by contract, or is required to refuse to disclose under FOIP or any other legislation, or any other information that pertains to the business of the Municipality, and is generally considered to be of a confidential nature, including but not limited to information concerning:
- (a) the security of the property of the Municipality;
  - (b) a proposed or pending acquisition or disposition of land or other property;
  - (c) a tender that has or will be issued but has not been awarded;
  - (d) contract negotiations;
  - (e) employment and labour relations;
  - (f) draft documents and legal instruments, including reports, policies, bylaws and resolutions, that have not been the subject matter of deliberation in a meeting open to the public;
  - (g) law enforcement matters;
  - (h) litigation or potential litigation, including matters before administrative tribunals; and
  - (i) advice that is subject to solicitor-client privilege.

## 10. Conflicts of Interest

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- 10.1. Members have a statutory duty to comply with the pecuniary interest provisions set out in Part 5, Division 6 of the Act and a corresponding duty to vote unless required or permitted to abstain under the Act or another enactment.
- 10.2. Members are to be free from undue influence and not act or appear to act in order to gain financial or other benefits for themselves, family, friends or associates, business or otherwise.
- 10.3. Members shall approach decision-making with an open mind that is capable of persuasion.
- 10.4. **[Optional additional provision:]** It is the individual responsibility of each Member to seek independent legal advice, at the Member's sole expense, with respect to any situation that may result in a pecuniary or other conflict of interest.

### 11. Improper Use of Influence

- 11.1. No Member shall use the influence of the Member's office for any purpose other than for the exercise of the Member's official duties.
- 11.2. **[Optional additional provision:]** No Member shall act as a paid agent to advocate on behalf of any individual, organization or corporate entity before Council or a committee of Council or any other body established by Council.]
- 11.3. **[Optional additional provision:]** Members shall not contact or otherwise attempt to influence members of any adjudicative body regarding any matter before it relating to the Municipality.
- 11.4. **[Optional additional provision:]** Members shall refrain from using their positions to obtain employment with the Municipality for themselves, family members or close associates. Members are ineligible to apply or be considered for any position with the Municipality while they hold their elected position and for one year after leaving office.

### 12. Use of Municipal Assets and Services

- 12.1. Members shall use municipal property, equipment, services, supplies and staff resources only for the performance of their duties as a Member.
- 12.2. **[Alternative Provision:]** Members shall use municipal property, equipment, services, supplies and staff resources only for the performance of their duties as a Member, subject to the following limited exceptions:
  - (a) municipal property, equipment, service, supplies and staff resources that are available to the general public may be used by a Member for personal use upon the same terms and conditions as members of the general public, including booking and payment of any applicable fees or charges;
  - (b) electronic communication devices, including but not limited to desktop computers, laptops, tablets and smartphones, which are supplied by the

Municipality to a Member, may be used by the Member for personal use, provided that the use is not for personal gain, offensive or inappropriate.

### **13. Orientation and Other Training Attendance**

- 13.1. Every Member must attend the orientation training offered by the Municipality within 90 days after the Member takes the oath of office.
- 13.2. Unless excused by Council, every Member must attend any other training organized at the direction of Council for the benefit of Members throughout the Council term.

#### **[Alternate Provision]**

- 13.3. Every Member must attend the orientation training offered by the Municipality within 90 days after the Member takes the oath of office. Attendance at additional training sessions throughout the Council term is discretionary.

#### **[Alternate Provision]**

- 13.4. Every Member must attend all orientation and other training organized at the direction of Council for the benefit of Members throughout the Council term.

#### **[Optional Provision: Remuneration and Expenses]**

- 13.5. Members are stewards of public resources and shall avoid waste, abuse and extravagance in the use of public resources.
- 13.6. Members shall be transparent and accountable with respect to all expenditures and strictly comply with all municipal bylaws, policies and procedures regarding claims for remuneration and expenses.

#### **[Optional Provision: Gifts and Hospitality]**

- 13.7. Members shall not accept gifts, hospitality or other benefits that would, to a reasonable member of the public, appear to be in gratitude for influence, to induce influence, or otherwise to go beyond the necessary and appropriate public functions involved.
- 13.8. Members may accept hospitality, gifts or benefits that normally accompany the responsibilities of office and are received as an incident of protocol or social obligation, provided that the value of the hospitality, gift or benefit does not exceed **[insert dollar limit]**.
- 13.9. Gifts received by a Member on behalf of the Municipality as a matter of official protocol which have significance or historical value for the Municipality shall be left with the Municipality when the Member ceases to hold office.

#### **[Optional Provision: Election Campaigns]**

- 13.10. No Member shall use any facilities, equipment, supplies, services, municipal logo or other resources of the Municipality for any election campaign or campaign-related activity.

### **[Optional Provision: Informal Complaint Process**

- 13.11. **[Insert as applicable: Any person [or] Any Member]** who has identified or witnessed conduct by a Member that the **[Insert as applicable: person [or] Member]** reasonably believes, in good faith, is in contravention of this Bylaw may address the prohibited conduct by:
- (a) advising the Member that the conduct violates this Bylaw and encouraging the Member to stop,
  - (b) requesting the **[insert as applicable: Mayor/Reeve]** to assist in informal discussion of the alleged complaint with the Member in an attempt to resolve the issue. In the event that the **[insert as applicable: Mayor/Reeve]** is the subject of, or is implicated in a complaint, the person may request the assistance of the **[insert as applicable: Deputy Mayor/Deputy Reeve]**.
- 13.12. Individuals are encouraged to pursue this informal complaint procedure as the first means of remedying conduct that they believe violates this Bylaw. However, an individual is not required to complete this informal complaint procedure prior to pursuing the formal complaint procedure outlined below.

### **14. Formal Complaint Process**

- 14.1. **[Insert as applicable: Any person [or] Any Member]** who has identified or witnessed conduct by a Member that the **[Insert as applicable: person [or] Member]** reasonably believes, in good faith, is in contravention of this Bylaw may file a formal complaint in accordance with the following procedure:
- (a) All complaints shall be made in writing and shall be dated and signed by an identifiable individual;
  - (b) All complaints shall be addressed to the Investigator;
  - (c) The complaint must set out reasonable and probable grounds for the allegation that the Member has contravened this Bylaw, including a detailed description of the facts, as they are known, giving rise to the allegation;
  - (d) If the facts, as reported, include the name of one or more Members who are alleged to be responsible for the breach of this Bylaw, the Member or Members concerned shall receive a copy of the complaint submitted to the Investigator;
  - (e) Upon receipt of a complaint under this Bylaw, the Investigator shall review the complaint and decide whether to proceed to investigate the complaint or not. If the Investigator is of the opinion that a complaint is frivolous or vexatious or is not made in good faith, or that there are no grounds or insufficient grounds for conducting an investigation, the Investigator may choose not to investigate or, if already commenced, may terminate any investigation, or may dispose of the complaint in a summary manner. In that event, the complainant and Council, if Council is not the Investigator, shall be notified of the Investigator's decision;

- (f) If the Investigator decides to investigate the complaint, the Investigator shall take such steps as it may consider appropriate, which may include seeking legal advice. All proceedings of the Investigator regarding the investigation shall be confidential;
- (g) If the Investigator is not Council, the Investigator shall, upon conclusion of the investigation, provide the Council and the Member who is the subject of the complaint, the results of the Investigator's investigation;
- (h) A Member who is the subject of an investigation shall be afforded procedural fairness, including an opportunity to respond to the allegations before Council deliberates and makes any decision or any sanction is imposed;
- (i) A Member who is the subject of an investigation is entitled to be represented by legal counsel, at the Member's sole expense.

## **15. Compliance and Enforcement**

- 15.1. Members shall uphold the letter and the spirit and intent of this Bylaw.
- 15.2. Members are expected to co-operate in every way possible in securing compliance with the application and enforcement of this Bylaw.
- 15.3. No Member shall:
  - (a) undertake any act of reprisal or threaten reprisal against a complainant or any other person for providing relevant information to Council or to any other person;
  - (b) obstruct Council, or any other person, in carrying out the objectives or requirements of this Bylaw.
- 15.4. Sanctions that may be imposed on a Member, by Council, upon a finding that the Member has breached this Bylaw may include:
  - (a) a letter of reprimand addressed to the Member;
  - (b) requesting the Member to issue a letter of apology;
  - (c) publication of a letter of reprimand or request for apology and the Member's response;
  - (d) suspension or removal of the appointment of a Member as the chief elected official under section 150(2) of the Act;
  - (e) suspension or removal of the appointment of a Member as the deputy chief elected official or acting chief elected official under section 152 of the Act;
  - (f) suspension or removal of the chief elected official's presiding duties under section 154 of the Act;
  - (g) suspension or removal from some or all Council committees and bodies to which council has the right to appoint members;

- (h) reduction or suspension of remuneration as defined in section 275.1 of the Act corresponding to a reduction in duties, excluding allowances for attendance at council meetings;
- (i) any other sanction Council deems reasonable and appropriate in the circumstances provided that the sanction does not prevent a Member from fulfilling the legislated duties of a councillor and the sanction is not contrary to the Act.

**16. Review**

16.1. This Bylaw shall be brought forward for review at the beginning of each term of Council, when relevant legislation is amended, and at any other time that Council considers appropriate to ensure that it remains current and continues to accurately reflect the standards of ethical conduct expected of Members.

READ a First time this \_\_\_ day of \_\_\_\_\_ 2018.

READ a Second time this \_\_\_ day of \_\_\_\_\_ 2018.

READ a Third time this \_\_\_ day of \_\_\_\_\_ 2018.

SIGNED AND PASSED this \_\_\_ day of \_\_\_\_\_ 2018.

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[INSERT: MAYOR/REEVE]

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[INSERT: CHIEF ADMINISTRATIVE OFFICER/OTHER]

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**BYLAW OF THE TOWN OF ONOWAY, IN THE PROVINCE OF ALBERTA,  
TO ESTABLISH A CODE OF CONDUCT FOR MEMBERS OF COUNCIL,  
COUNCIL COMMITTEES AND OTHER BODIES ESTABLISHED BY THE  
COUNCIL**

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**WHEREAS** Municipal Councils must, by bylaw, establish a code of conduct governing the conduct of Councillors, pursuant to the *Municipal Government Act, RSA 2000 Chapter M-26* as amended from time to time; and

**WHEREAS** Municipal Council may establish a code of conduct governing the conduct of members of council committees and other bodies established by the council pursuant to the *Municipal Government Act, R.S.A. 2000 Chapter M-26* as amended from time to time; and

**WHEREAS** the elected officials of the Town of Onoway recognize that they have an obligation to serve the public in a conscientious and diligent manner; understanding that the function of Council members is to seek the common good of the municipality as a whole and acknowledging that they are held to a higher standard of ethical behavior and conduct due to the trust that has been placed in them; and

**WHEREAS**, the Council for the Town of Onoway wishes to exercise its authority pursuant to the Municipal Government Act to enact a bylaw to provide for the Code of Conduct for Members of Council, Council Committees and Other Bodies Established by the Council;

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

**1. SHORT TITLE**

1.1. This Bylaw may be cited as the "Code of Conduct Bylaw".

**2. DEFINITIONS**

2.1. "Act" means the *Municipal Government Act, R.S.A. 2000 Chapter M-26*, as amended from time to time.

2.2. "Bylaw" means a bylaw of the Town of Onoway.

2.3. "Chief Administrative Officer", or "CAO" means the person appointed to the position of Chief Administrative Officer by Council.

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- 2.4. *"Code of Conduct"* means the Town of Onoway Code of Conduct for Members of Council, Council Committees and Other Bodies Established by Council.
- 2.5. *"Committee"* means a board, commission, authority, task force or any other public body established by Council.
- 2.6. *"Confidential Information"* means any information that is prohibited from being disclosed under Alberta's Freedom of Information and Protection of Privacy Act (FOIPP) and also includes any information received by a Member in confidence by virtue of their position on Council, a Council Committee or other body established by the Council, as well as matters discussed in meetings that have been closed to the public, unless those matters have subsequently been made public by Council.
- 2.7. *"Council"* means the Council of the Town of Onoway.
- 2.8. *"Integrity Commissioner" or "Commissioner"* means the individual appointed by Council to receive, assess, investigate and adjudicate complaints regarding breach of the Code of Conduct.
- 2.9. *"Member"* is intended to include both Members of Council and Members of Council Committees or other bodies established by the Council.
- 2.10. *"Member of Council"* means a duly elected Member of Council and includes the Mayor and Deputy Mayor.
- 2.11. *"Member of Council Committee or other body established by the Council"* means member of a committee, board, authority, task force or other body duly appointed by Council.
- 2.12. *"Town"* means the Town of Onoway.

### 3. CODE OF CONDUCT

- 3.1. That the *Code of Conduct for Members of Council, Council Committees and Other Bodies Established by the Council* is attached hereto as "Schedule A" and forms part of this bylaw.

### 4. PROCEDURE FOR COMPLAINTS, INVESTIGATIONS AND SANCTIONS

- 4.1. That the *Procedure for Complaints, Investigations and Sanctions Regarding Breach of the Code of Conduct*, is attached hereto as "Schedule B" and forms part of this bylaw.

5. AMENDMENTS

5.1. That amendments or additions to the *Code of Conduct for members of Council, Council Committees and Other Bodies Established by the Council (Schedule A)* or the *Procedure for Complaints, Investigations and Sanctions Regarding Breach of the Code of Conduct (Schedule B)* will require an amendment to this Bylaw.

6. INTERPRETATION

6.1. Terms which are not defined in the Code of Conduct Bylaw will be given their ordinary meaning.

6.2. Within the text of the Code of Conduct Bylaw:  
a) use of a pronoun or determiner which indicates one gender shall include all genders unless the context requires otherwise, and  
b) use of the singular shall include the plural and the plural shall include the singular as the context requires.

7. SEVERABILITY

7.1. It is the intention of the Council of the Town of Onoway that each section of this Bylaw should be considered as being separate and severable from all other sections. Should any section or part of this Bylaw be found to have been improperly enacted, then such section or part shall be regarded as being severable from the rest of this Bylaw and that the Bylaw remaining after such severance shall be effective and enforceable.

8. COMING INTO FORCE

This Bylaw shall come into effect upon the third and final reading and signing of this Bylaw.

READ a first time this 21st day of June 2018.

READ a second time this 21st day of June 2018.

UNANIMOUS CONSENT to proceed to third reading this 21st day of June 2018.

READ a third and final time this 21st day of June 2018.

SIGNED this 21st day of June 2018

\_\_\_\_\_  
Mayor, Judy Tracy

\_\_\_\_\_  
Chief Administrative Officer, Wendy Wildman

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**SCHEDULE A**

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**TOWN OF ONOWAY**  
**CODE OF CONDUCT FOR MEMBERS OF COUNCIL, COUNCIL**  
**COMMITTEES AND OTHER BODIES ESTABLISHED BY THE**  
**COUNCIL**

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**1. PURPOSE AND PRINCIPLES**

- 1.1. The purpose and intent of this Code of Conduct is to establish standards of conduct for Members of Council, Council Committees and other bodies established by the Council so that they may carry out their entrusted duties with diligence and impartiality while maintaining the highest standard of integrity.
- 1.2. The Code is intended to supplement existing superior legislation and municipal by-laws and policies that govern the conduct of Members of Council, Council Committees and other bodies established by the Council.
- 1.3. The key principles underlying this Code of Conduct are as follows:
  - a) The public should have confidence that the elected and appointed officials of the Town of Onoway operate from a basis of integrity, justice, courtesy and propriety and will carry out their duties in a fair, impartial and transparent manner;
  - b) Holding public office is a privilege and responsibility and Members shall put the interests of the residents and rate payers of the municipality as a whole above personal interests;
  - c) Members should demonstrate respect for the law and for the policies, procedures and processes of the Town of Onoway;
  - d) Members have a duty to treat members of the public, representatives from other agencies or municipalities, each other and staff with respect and dignity and without abuse, bullying or intimidation;
  - e) Members of Council, Council Committees and other bodies established by the Council must exercise due care in the treatment of any Confidential Information obtained through their elected or appointed positions.

**2. COMPLIANCE WITH CODE OF CONDUCT**

- 2.1. This Code of Conduct applies to all Members of Council and Members of Council Committees and other bodies established by the Council and all Members must observe and comply with all provisions of the Code of Conduct as well as other policies and procedures established by Council

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which affect the Member.

- 2.2. Members of Council shall sign and agree to comply with the Code of Conduct at or prior to the first meeting of Council after their election to office.
- 2.3. Members of Council Committees or other bodies established by the Town of Onoway of who are not Members of the Town of Onoway Council or the Council of another municipality, shall sign and agree to comply with the Town of Onoway Code of Conduct on or before attending their first committee meeting. Members of Council Committees or other bodies established by the Council who are Members of a Council of another municipality will adhere to their own municipality's Code of Conduct for Members of Council.
- 2.4. Members of Council of the Town of Onoway, who are Members of another municipality's Council Committee or other body created by the Council of that municipality, are expected to adhere in their dealings with that committee to the Town of Onoway Code of Conduct for Members of Council, Council Committees and Other Bodies Established by the Council.
- 2.5. Members of Council Committees or other bodies established by the Council who are not Members of a municipal council who fail to sign and agree to comply with the Code of Conduct may be required to relinquish their position on the Committee.
- 2.6. All Members shall respect the processes for complaints and investigations under the Code of Conduct and cooperate fully with these processes.
- 2.7. No Member shall threaten or undertake any act of reprisal against a complainant or a person providing information in the investigation of an alleged violation of the Code of Conduct.

### 3. GENERAL PERSONAL CONDUCT

- 3.1. Members shall strive for excellence in the performance of their duties of Council, Council Committees or other bodies established by the Council.
- 3.2. As representatives of the Town of Onoway, Members will, at all times, conduct themselves in all their affairs with integrity so as to reflect positively on the municipality and promote public confidence.
- 3.3. Members of Council shall carry out their duties with impartiality, putting the interests of the residents and rate payers of the whole municipality above personal interests.



- 3.4. Members will take particular care to ensure that during meetings of Council, Council Committees or other bodies established by the Council, they do not make comments that could be offensive to other Members, staff or the public or that could be construed as sexist, racist or otherwise discriminatory.
- 3.5. Members will conduct municipal business and their duties in an open and transparent manner so that the public can understand the process and rationale that has been used to make decisions.
- 3.6. Members of Council shall show respect for other Members of Council, for decisions and the decision-making process of Council and for Council procedures as outlined in the Town of Onoway Procedural Bylaw (Bylaw 705-11). Members of Council Committees or other bodies established by the Council who are Members of a Council of another municipality will adhere to their own municipality's Code of Conduct for Members of Council.
- 3.7. Members of Council of the Town of Onoway, who are Members of another municipality's Council Committee or other body created by the Council of that municipality, are expected to adhere in their dealings with that committee to the Town of Onoway Code of Conduct for Members of Council, Council Committees and Other Bodies established by the Council.
- 3.8. Members of Council Committees or other bodies established by the Council who are not Members of a municipal council who fail to sign and agree to comply with the Code of Conduct may be required to relinquish their position on the Committee.
- 3.9. All Members shall respect the processes for complaints and investigations under the Code of Conduct and cooperate fully with these processes.
- 3.10. No Member shall threaten or undertake any act of reprisal against a complainant or a person providing information in the investigation of an alleged violation of the Code of Conduct.

#### 4. GENERAL PERSONAL CONDUCT

- 4.1. Members shall strive for excellence in the performance of their duties of Council, Council Committees or other bodies established by the Council.
- 4.2. As representatives of the Town of Onoway, Members will, at all times, conduct themselves in all their affairs with integrity so as to reflect positively on the municipality and promote public confidence.

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- 4.3. Members of Council shall carry out their duties with impartiality, putting the interests of the residents and rate payers of the whole municipality above personal interests.
- 4.4. Members will take particular care to ensure that during meetings of Council, Council Committees or other bodies established by the Council, they do not make comments that could be offensive to other Members, staff or the public or that could be construed as sexist, racist or otherwise discriminatory.
- 4.5. Members will conduct municipal business and their duties in an open and transparent manner so that the public can understand the process and rationale that has been used to make decisions.
- 4.6. Members of Council shall show respect for other Members of Council, for decisions and the decision-making process of Council and for Council procedures as outlined in the Town of Onoway Procedure Bylaw.
- 4.7. The venue for discussions on matters before Council, a Council Committee or other body established by the Council is within their respective meetings. Members shall not engage in debate with each other via public mediums such as letters to the editor, bios or social media.
- 4.8. Members are expected to use good judgement as to what is appropriate use of electronic social media and must not communicate anything that could harm the reputation of the Town of Onoway. Providing personal comments on matters before the Town Council, Council Committees or other bodies established by the Council on social media is inappropriate.
- 4.9. If a difference or conflict between Members is not easily resolved, processes outlined in the Procedure Bylaw and best practices in conflict resolution shall be employed in order to resolve the issue and maintain working relationships among Members.

## 5. OBLIGATIONS OF MEMBERS

- 5.1. Members must conduct themselves in accordance with the requirements and obligations set out in municipal, provincial and federal legislation or regulations, including but not limited to the following:
  - a) Alberta Human Rights Act;
  - b) Alberta Local Authorities Election Act;
  - c) Canadian Human Rights Act;
  - d) Criminal Code of Canada;
  - e) Freedom of Information and Protection of Privacy Act;
  - f) Town of Onoway Procedural Bylaw;



- g) Municipal Government Act;
- h) Occupational Health and Safety Act, Regulation and Code, including the Town of Onoway Health and Safety Program.

- 5.2. As outlined in the Municipal Government Act, Members of Council have a duty to participate in council meetings, council committee meetings and meetings of other bodies to which they are appointed by Council.
- 5.3. All Members are expected to be suitably prepared for meetings of Council or any Committee or other body established by the Council on which they serve.
- 5.4. All Members must attend orientation or training sessions as offered by the municipality.

**6. AVOIDANCE OF CONFLICTS OF INTEREST**

- 6.1. Members of Council shall disclose any pecuniary or personal interest that may influence or appear to influence their decision in a matter that comes before the Council.
- 6.2. Members of a Council Committee or other body established by the Council shall disclose any pecuniary or personal interest that may influence or appear to influence their decision in a matter that comes before the Committee or other body on which they serve.
- 6.3. Members shall remove themselves from the proceedings regarding any matter in which they have a pecuniary interest.
- 6.4. Members shall not influence or attempt to influence a decision in a matter that they have a pecuniary or personal interest which comes before Council, a Council Committee or other body established by the Council on which they serve.
- 6.5. Members shall not place themselves in a position of obligation to any person or organization which may benefit from special consideration or preferential treatment from Council, a Council Committee or other body established by the Council.
- 6.6. Members shall not allow their personal interests or connection to volunteer organizations to influence their impartiality with respect to the duties they carry out as Members of Council, a Council Committee or other body established by the Council.

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- 6.7. Members shall not engage in any activity that is incompatible with the ethical performance of their official duties in the public interest, as members of Council, as Council Committee or other body established by the Council.

## **7. USE OF MUNICIPAL ASSETS AND SERVICES**

- 7.1. Members shall use municipal assets and services for activities relevant to their role as Members of Council, a Council Committee or other body established by the Council, and in accordance with any applicable municipal policy or procedure.
- 7.2. Members shall use municipal computers, smart phones or other related technology devices or systems, including email and internet, in accordance with the municipality's policies and procedures.
- 7.3. Members of Council shall not use the property, land, facilities, equipment, supplies, services or other resources of the municipality for any election campaign or campaign-related activities, unless otherwise authorized by policy or bylaw.
- 7.4. No Member of Council shall use the services of persons for election-related purposes during hours in which those persons are receiving compensation from the municipality.
- 7.5. No Member shall obtain personal or financial gain or advantage through the use of municipal assets or services or from municipally developed intellectual property.

## **8. USE OF INFLUENCE OF OFFICE**

- 8.1. No Member shall use the influence of his or her position on Council, a Council Committee or other body established by the Council for any purpose other than for the exercise of his or her official duties.
- 8.2. Members shall not use their position to obtain employment or contracts with the municipality for themselves, family members or close associates.

## **9. ACCEPTANCE OF GIFTS OR BENEFITS**

- 9.1. Acceptance of gifts or benefits by a Members shall be in accordance with federal and provincial legislation and must be accepted or reported in accordance with any Summer Village policy or procedure.

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- 9.2. Members shall ensure that they do not place themselves in a position of obligation to any person or organization which may benefit from special consideration or preferential treatment from Council, a Council Committee or other body established by the Council through the acceptance of gifts or benefits.

## **10. INTERACTIONS WITH MUNICIPAL STAFF**

- 10.1. Council's sole employee is the Chief Administrative Officer (CAO); Members of Council will respect the CAO's authority to direct staff.
- 10.2. Members will treat municipal staff with dignity, understanding and respect and will adhere to any of the Town of Onoway policies, procedures or directives in order to ensure that the municipal work environment is free from discrimination, bullying and harassment.
- 10.3. No Member shall use, or attempt to use, their authority for the purpose of influencing any staff member with the intent of interfering in staff's duties.
- 10.4. No Member shall maliciously or falsely impugn or injure the professional or ethical reputation of staff and all Members shall show respect for the professional capacities of the staff of the municipality.
- 10.5. No Members shall compel staff to engage in partisan political activities or subject staff to threat or discrimination for refusing to participate in such activities.

## **11. INTERACTIONS WITH OTHER AGENCIES OR MUNICIPALITIES AND THE PUBLIC**

- 11.1. In the performance of their duties, Members will treat representatives of other agencies or municipalities and members of the public with dignity, understanding and respect and will adhere to any and or all of the Town of Onoway policies, procedures or directives put in place to ensure that workplace environments are free from discrimination, bullying and harassment.

## **12. CONFIDENTIAL INFORMATION**

- 12.1. Personal information collected by the Town of Onoway will only be used for the purpose for which it was collected, and only disclosed if such disclosure complies with Alberta's Freedom of Information and Protection of Privacy Act (FOIPP).

- 12.2. Members are encouraged to acquire an understanding of the principles of FOIPP.
- 12.3. Members shall not release information subject to solicitor-client privilege without express authorization from Council unless required by law to do so.
- 12.4. Members shall not release or divulge any matters discussed while in a closed meeting including any aspect of the closed meeting deliberations to anyone, unless expressly authorized by Council or required by law to do so.
- 12.5. Members who speak or write publicly are responsible for ensuring that they do not divulge Confidential Information.
- 12.6. The responsibility for protecting Confidential Information includes the responsibility for ensuring that documents or digital information are not directly or indirectly made available to unauthorized persons.
- 12.7. No Member shall use Confidential Information for personal gain or benefit, or for the personal gain or benefit of any other person or body.
- 12.8. A Member's responsibility for maintaining confidentiality extends beyond the term of office or the period of appointment.

**13. IMPLEMENTATION**

- 13.1. The Code of Conduct for Members of Council, Council Committees and Other Bodies Established by the Council and the Procedure for Complaints Investigations and Sanctions Regarding Breach of the Code of Conduct will be adopted by bylaw as required by Section 146.1 of the Municipal Government Act, or as amended from time to time.
- 13.2. Amendments or additions to the Code of Conduct or the Procedure for Complaints Investigations and Sanctions Regarding Breach of the Code of Conduct will require an amendment to the Code of Conduct Bylaw.
- 13.3. Council will review the Code of Conduct on an annual basis at the Organizational Meeting to ensure it is current and remains relevant to the day-to-day conduct of Members.
- 13.4. Council will appoint an Integrity Commissioner who will be responsible for accepting, assessing, investigating and adjudicating complaints or requests for investigation regarding breach of the Code of Conduct.

*BD*



- 13.5. The process for appointing the Integrity Commissioner will be the same process as for appointments to Council Committees or other bodies established by Council.
- 13.6. The position of Integrity Commissioner will be a paid contract position, with an appropriate hourly rate of pay or daily per diem, to be established by Council at the time of appointment. The Commissioner may also be reimbursed for expenses approved by the Mayor, or the Deputy Mayor or any 2 members of Council who are not the subject of any complaint under investigation.
- 13.7. The term for an Integrity Commissioner will be 4 years; a Commissioner may be re- appointed at the end of their first term but may not serve more than two (2) consecutive terms.
- 13.8. If at any time it is determined by Council that the Integrity Commissioner has conflict of interest or has acted in an unfair or unethical manner, Council may require the Commissioner to relinquish their position.
- 13.9. Complaints and requests for investigations into allegations that a Member has breached the Code of Conduct will follow the procedure outlined in the *Procedure for Complaints Investigations and Sanctions Regarding Breach of the Code of Conduct*, Schedule B of the Code of Conduct Bylaw.

**SCHEDULE B**

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**TOWN OF ONOWAY**  
**PROCEDURE FOR COMPLAINTS, INVESTIGATIONS AND SANCTIONS**  
**REGARDING BREACH OF THE CODE OF CONDUCT**  
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Where a member of the public, a Member of Council, a Member of a Council Committee or other body established by the Council, or an employee of the Town of Onoway, has reasonable grounds to believe that a Member has breached this Code, a complaint or request for inquiry may be submitted in confidence to the Integrity Commissioner or to a designated alternate in the absence of the Commissioner.

All complaints or requests for inquiries must be in writing and should include:

- a) the complainant's name and contact information;
- b) the name of the Member(s) to whom the complaint relates;
- c) the nature of the alleged contravention;
- d) the specific provision(s) of the Code allegedly contravened;
- e) names of any witnesses to the alleged contravention;
- f) any other supporting documentation that will assist the Commissioner in evaluating the complaint.

The Commissioner may refuse to undertake an investigation if the complainant fails to provide sufficient documentation to support their complaint.

If after reviewing the complaint, if the Commissioner determines that the complaint is an allegation of a criminal nature consistent with the Criminal Code, the Commissioner will inform the complainant that the allegation must be made through the appropriate police service.

If the complainant is a Member or municipal staff, the Commissioner will review the complaint to determine if it falls under any of the Town of Onoways' harassment or respectful workplace policies, procedures or directives intended to ensure a working environment free of discrimination, bullying and harassment. If it does, the Commissioner will advise the complainant to contact the appropriate party (CAO, Manager or Supervisor) to initiate the process outlined in the applicable policy, procedure or directive.

Formal investigation of any complaint will be at the discretion of the Commissioner. If the Commissioner finds the allegations to be frivolous or unsubstantiated he or she may decline to conduct an investigation and will inform the complainant of this decision.

*bd*

If it is found that an investigation is warranted, the Member whose conduct is in question will be provided with a copy of the complaint and supporting documentation and be given the opportunity to provide a written response to the allegations being made.

Once the investigation is complete, the Commissioner will submit a written report which may include statements from both the complainant and the Member who is the subject of the complaint as well as a recommendation for appropriate sanctions (if any) to the Council of the Town of Onoway. The report will be discussed at a closed meeting session of Council. Neither the Member who is the subject of the complaint, nor the complainant may attend this closed meeting session but they may submit written statements to the Commissioner for consideration and inclusion in the report to Council, if they choose to do so. Council (excluding the Member who is subject of the complaint) will then determine what sanctions (if any) will be imposed. In the event that all of Council are the subjects of the complaint, it will fall to the Commissioner to determine what sanctions (if any) will be imposed.

The Commissioner may recommend that Council impose any of the following sanctions:

- a) Require a written or verbal public apology;
- b) Require additional training on ethical and/or respectful conduct;
- c) Return of property or reimbursement of its value or of monies spent;
- d) Removal from membership of a Committee; Removal as chair of a Committee;
- e) Reporting the misconduct to Alberta Municipal Affairs or another appropriate authority; or
- f) Other consequences as deemed appropriate and necessary but not including disqualification of a Member of Council.

The results of an investigation by the Commissioner and the imposition (or lack of the imposition) of sanctions by Council or the Commissioner have no appeal mechanism and are to be considered final.

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# Claresholm

Where **Community** Takes Root

July 26, 2021

Honourable Ric McIver  
Minister of Municipal Affairs  
320 Legislature Building  
10800 - 97 Avenue  
Edmonton, AB T5K 2B6

**RE: CODE OF CONDUCT**

At the last regular meeting of Claresholm Town Council held Monday, July 19, 2021, Council discussed the Councillor Codes of Conduct instituted by the Alberta Government on October 26, 2017. It has been brought to our attention by the Alberta Urban Municipalities Association (AUMA) that the current Alberta Government has plans in the works to remove the requirement for municipalities to have a Code of Conduct in place to govern all Councillors equally by way of Bylaw.

The Town of Claresholm passed Bylaw #1641, the Council Code of Conduct Bylaw on April 9, 2018 prior to the government's deadline of July 23, 2018. In the current Council's first year of governance, it became inherently clear how important a Councillor Code of Conduct is, as our Council had to undergo advanced communication training and contract outside mediation to overcome some contentious issues.

Claresholm Town Council respectfully requests that your ministry tread this path lightly and make sure that consultation with municipalities in Alberta is completed prior to any major changes being made. The Alberta Urban Municipalities Association should be highly involved, and the Town of Claresholm fully supports their efforts. Having a requirement for municipalities to have a Code of Conduct Bylaw in place provides a framework for Council members' behavior and provides each Council direction and guidance for dealing with any contentious issues that may arise. It is imperative that the option of imposing sanctions on Council members continues as necessary to support this process. Claresholm Town Council requests that the Council Code of Conduct Bylaw requirement remains in place.

If you have any questions or concerns regarding this issue, please contact the undersigned at your convenience.

Yours truly,

Doug MacPherson  
Mayor  
Town of Claresholm

DM/kk

Cc: Mr. Roger Reid, MLA for Livingstone-Macleod  
Alberta Urban Municipalities Association (AUMA)  
AUMA Member Municipalities

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**From:** Karine Keys <Karine@claresholm.ca>  
**Sent:** July 27, 2021 12:05 PM  
**To:** Karine Keys  
**Cc:** EA\_DRude@auma.ca  
**Subject:** Council Code of Conduct - Letter to Municipal Affairs  
**Attachments:** Letter to Municipal Affairs - Code of Conduct.pdf

Good afternoon,

Please find attached a copy of a letter sent to the Honourable Ric McIver, Minister of Municipal Affairs regarding the possible removal of the requirement for municipalities to have a Code of Conduct Bylaw in place.

This letter is signed by Mayor Doug MacPherson and is supported by all of Claresholm Town Council.

Sincerely,



**Karine Keys, BA, CLGM**

Finance Assistant / Communications Administrator

Phone: 403.625.3381 | Fax: 403.625.3869

PO Box 1000, 111 - 55<sup>th</sup> Avenue W, Claresholm, AB T0L 0T0

[www.claresholm.ca](http://www.claresholm.ca)

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cao@onoway.ca

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**From:** Sheila Doka <[sheiladoka@hotmail.com](mailto:sheiladoka@hotmail.com)>  
**Sent:** July 29, 2021 8:13 PM  
**To:** cao@onoway.ca; Judy Tracy; Lisa Johnson; Corinne Branting-Feth; Terri Miller-Ryan; Robin Murray  
**Subject:** Re: Lease and keys

Thank you. I was under the assumption as per our phone conversation that you were going to speak with Jason in regards to getting me 1 key that did not say Do Not Copy so I could cut a couple of extra keys. It is just getting really difficult only having 2 keys when I need to give 2 to the person looking after rentals. I also have 2 groups on Thursdays and in the fall possibly 2 more full time groups. I can not be at the hall 24/7.

I have no intentions of making lots of keys, just a few more to make life easier. I can assure you we are working hard, fixing up the hall to have a great facility in our community.

Thank you  
Sheila

Sent from my iPhone

> On Jul 29, 2021, at 7:07 PM, cao@onoway.ca wrote:

>

> Sheila I can advise the agreement is with legal counsel for review. I

> have asked Council their thoughts with respect to additional keys, I

> will get back to you as soon as I have direction.

>

> W

>

> Wendy Wildman

> CAO

> Town of Onoway

> Box 540

> Onoway, AB. T0E 1V0

> 780-967-5338 Fax: 780-967-3226

> cao@onoway.ca

>

> NOTE EMAIL CONTACT INFORMATION HAS CHANGED TO: cao@onoway.ca

>

> This email is intended only for the use of the party to which it is

> addressed and for the intended purpose. This email contains

> information that is privileged, confidential, and/or protected by law

> and is to be held in the strictest confidence. If you are not the

> intended recipient you are hereby notified that any dissemination,

> copying, or distribution of this email or its contents is strictly

> prohibited. If you have received this message in error, please notify

> us immediately by replying to the message and deleting it from your computer.

>

> -----Original Message-----

> From: Sheila Doka <[sheiladoka@hotmail.com](mailto:sheiladoka@hotmail.com)>

> Sent: July 29, 2021 12:25 PM

> To: Jason Madge <[jason@onoway.ca](mailto:jason@onoway.ca)>; Judy Tracy <[jtracy@onoway.ca](mailto:jtracy@onoway.ca)>; Lisa

bb

> Johnson <ljohnson@onoway.ca>; Wendy Wildman <cao@onoway.ca>; Corinne  
> Branting-Feth <jojoatonoway@hotmail.com>; Terri Miller-Ryan  
> <killermiller43@hotmail.com>; Robin Murray <rcmsmurray@gmail.com>  
> Subject: Lease and keys  
>  
> Good morning,  
> Just doing a quick follow up in regards to the lease, have we made any  
> progress in getting it completed?  
> Also I am in need of keys. Can I get one to get some cut? I would  
> really appreciate this as 2 keys is not enough.  
>  
> Thank you  
> Sheila  
>  
> Sent from my iPhone  
>

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cao@onoway.ca

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**From:** Shelley Vaughan <shelley@onoway.ca>  
**Sent:** July 22, 2021 1:43 PM  
**To:** 'Wendy Wildman'  
**Subject:** FW: Christmas market

Wendy, I was brainstorming with Kelly this morning when she was in to pick up her cheque and we both think it would be great to have the light up on Friday, November 26. This would start off the Christmas spirit for her weekend of fun and I do believe I could get the businesses involved if we did it on a Friday evening. We can talk about this next week!

Thanks! I love Christmas!  
Shelley

**From:** Onoway Library <onowaylibrary@yri.ab.ca>  
**Sent:** July 22, 2021 10:28 AM  
**To:** Shelley Vaughan (shelley@onoway.ca) <shelley@onoway.ca>  
**Subject:** Christmas market

Hi Shelley,  
The market is scheduled for November 27<sup>th</sup> & 28<sup>th</sup> so good timing to have it up for December.

Kelly Huxley  
Library Manager

Onoway Public Library  
Box 484, Onoway, AB T0E 1V0  
Email: [onowaylibrary@yri.ab.ca](mailto:onowaylibrary@yri.ab.ca)

**Please note our current hours of operation, subject to change:**

Hours:  
Monday - closed  
Tuesday to Friday – 10:30 a.m. to 4:30 p.m.  
Saturday 10:30 a.m. to 2:30 p.m. (closed on long weekends)  
Sunday - closed

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ALBERTA  
MUNICIPAL AFFAIRS

Office of the Minister  
Deputy Government House Leader  
MLA, Calgary-Hays

AR105124

July 5, 2021

Her Worship Judith Tracy  
Mayor  
Town of Onoway  
PO Box 540  
Onoway AB T0E 1V0

Dear Mayor Tracy:

I am pleased to confirm that Alberta will receive \$499 million in funding under the federal Gas Tax Fund (GTF) in 2021. This includes an additional one-time payment of \$244 million announced by Canada in March 2021 in recognition of the critical role our communities play in a safe restart, and to help reduce the risk of infrastructure projects being delayed or cancelled. This additional funding is intended to help municipalities and Metis Settlements address local infrastructure needs, and must follow all rules and conditions of the GTF program.

For the Town of Onoway:

- The **2021 GTF allocation is \$120,485**. This includes \$58,872 as a result of the one-time funding top-up.

GTF funding amounts for all municipalities and Metis Settlements are also posted on the Government of Alberta website at [open.alberta.ca/publications](https://open.alberta.ca/publications).

In addition, the federal government announced that the GTF program is being renamed to the Canada Community-Building Fund to better reflect the nature of the program. Over the coming months, Municipal Affairs will be updating program documents, websites, and IT systems to reflect this change.

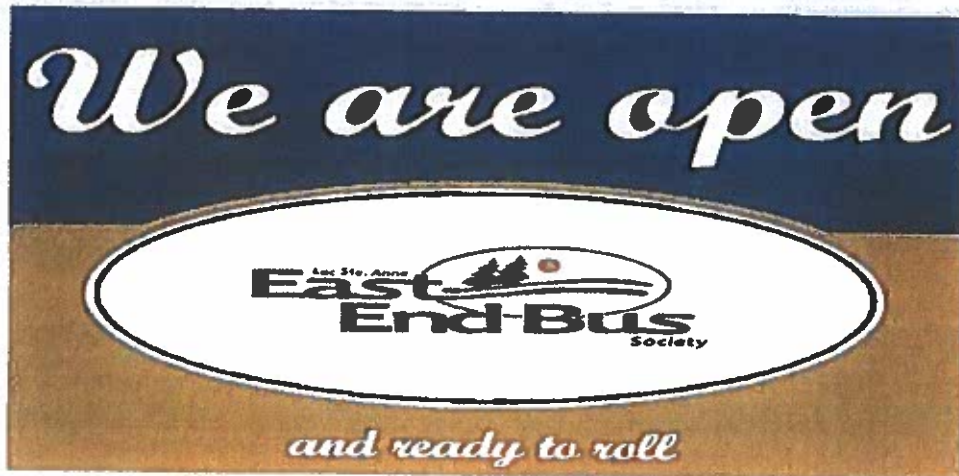
I look forward to working together with you and the federal government to help your community in addressing its infrastructure needs.

Sincerely,

Ric McIver  
Minister

cc: Wendy Wildman, Chief Administrative Officer, Town of Onoway

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*Serving east end of Lac Ste. Anne County*

**Masks are at the discretion of each individual  
and please stay home if you are not well.**

**JULY**

**WED., JULY 28<sup>TH</sup>** **A DAY IN SPRUCE GROVE** Tri Leisure, Medical Appointments, Walmart, Westland Market and Superstore Bus \$16.00 - Open to the public.

**AUGUST**

**WED., AUG 4<sup>TH</sup>** **ST. ALBERT** - (10:30 - 3:30) St. Albert Centre/Century Casino. Open to the public - Bus \$16.00.

**WED., AUG 25<sup>TH</sup>** **A DAY IN SPRUCE GROVE** Tri Leisure, Medical Appointments, Walmart, Westland Market and Superstore Bus \$16.00 - Open to the public.

**SEPTEMBER**

**SEPT 14<sup>TH</sup> - 16<sup>TH</sup>** **MIETTE HOT SPRINGS**

Enjoy a 2 night stay in the rustic Miette Bungalows and relax in the soothing waters hidden within Fiddle Valley

**BOOKING POLICY BELOW - Maximum 2 seats per booking.** Book your seat on Tuesday, August 3rd.

Cost is per person and includes transportation and accommodations, please specify when booking your choice of accommodations;

**KITCHENETTES** \$170.00 per person based on double occupancy.

**CABINS** \$155.00 per person based on quad occupancy.

**SLEEPERS** (no kitchen) \$155.00 per person based on double occupancy.



**Contact Lorna at (780) 905-3934**

Office Hours Monday - Thursday 9:00 am - 4:00 pm

To receive an EEB monthly schedule send your email address to [castendbus@gmail.com](mailto:castendbus@gmail.com)

schedule is also available on [www.lsac.ca](http://www.lsac.ca) or [www.onoway.com](http://www.onoway.com)

**BOOKING POLICY**

BOOK YOUR EXCURSION SEATS BY PHONE ONLY

- 9:00 am - 10:00 am **NEVER** experienced this excursion advertised before with EEB

- 10:00 am **ALL** seniors 50+ in the service area

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