



THE TOWN OF ONOWAY  
REGULAR MEETING OF COUNCIL  
AGENDA

Thursday, September 12, 2024

9:30 a.m.

Council Chambers

Onoway Civic Centre (and Virtually Via Zoom)

MEETING IS BEING AUDIO/VIDEO RECORDED

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Pages

1. CALL TO ORDER
2. ADOPTION OF THE AGENDA

**Recommendation:**

THAT the September 12, 2024 Regular Council Meeting agenda be approved as presented.

or

THAT the September 12, 2024 Regular Council Meeting agenda be approved with the following amendments(s) (as noted at meeting time).

3. ADOPTION OF MINUTES

7 - 12

**Recommendation:**

THAT the August 8, 2024 Regular Council Meeting minutes be approved as presented.

or

THAT the August 8, 2024 Regular Council Meeting minutes be approved with the following amendment(s) (as noted at meeting time).

4. APPOINTMENTS/PUBLIC HEARINGS

- a. 9:30 a.m. - RCMP Cpl. Justin Auld, Parkland Detachment

**Recommendation:**

THAT Council accept the discussion with Cpl. Auld for information

or

direction provided by Council after deliberations.

- b. 10:30 a.m. Dallas Choma, Chief Enforcement Officer, Lac Ste. Anne County - Enforcement Review Committee and demolition costs

Discussion of Bylaw 759-19 followed by Closed Session - Section 197(2)  
MGA and FOIP Section 17 - disclosure harmful to personal privacy

**Recommendation:**

THAT Council accept the discussion with CPO Choma for information

or

direction provided by Council after deliberations.

**5. FINANCIAL REPORTS**

**6. POLICIES & BYLAWS**

- a. Bylaw 817-24 - Borrowing Bylaw - A Request for Decision is attached 13 - 18

**Recommendation:**

That Bylaw # 817-24 the Borrowing Bylaw be given first reading.

OR

direction provided by Council after deliberations.

- b. Bylaw 816-24 - Code of Conduct Bylaw - third reading 19 - 32

**Recommendation:**

THAT Council give third reading to Bylaw 816-24, A Bylaw to Establish a Code of Conduct for Members of Council.

**7. ACTION ITEMS**

- a. Bylaw 759-19 - Enforcement Review Committee - A Request for Decision is attached 33 - 39

**Recommendation:**

THAT the Town of Onoway appoint the following three members of Council as the Enforcement Review Committee.

- b. Audit Engagement - A Request for Decision is attached 40 - 48

**Recommendation:**

That Council authorize Mayor Kwasny and Jennifer Thompson, CAO to authorize the engagement letter with Metrix Group LLP to be the 2024 named auditor.

- c. Branding - A Request for Decision is attached 49 - 51

**Recommendation:**

THAT Council approve the proposed logo for the Town of Onoway.

OR

THAT Administration create a poll on the Town of Onoway website to gain resident and business input regarding the proposed logo that is open for comment for two (2) weeks AND Administration report to Council the results of the poll at the next regular Council meeting.

- d. Royal Canadian Legion Onoway - Town Sponsorship of Veterans Table - A Request for Decision is attached 52 - 52

**Recommendation:**

THAT Council request Administration to arrange sponsorship in the amount of \$150.00 for the Veterans Table for the Legion in early 2025.

- e. 13 Ways Inc. Mini Session - A Request for Decision is attached 53 - 54

**Recommendation:**

Direction provided by Council after deliberations.

- f. FCSS and Recreation Tax Allocations - A Request for Decision to follow

**Recommendation:**

THAT Council approve the 2024 FCSS Funding Round 2 amount of \$... towards the FCSS grant applicants in the attached 2024 FCCS/Recreation Programming Tracking Spreadsheet Round 2.

THAT Council approve the 2024 Recreation Programming Round 2 amount of \$... towards Recreation Programs requests in the attached 2024 FCCS/Recreation Programming Tracking Spreadsheet Round 2.

- g. Economic Development Strategy 55 - 58

**Recommendation:**

THAT Council approve an Economic Development Strategy with the following focus:

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

- h. Recall Petition Information - A Request for Decision is attached 59 - 60

**Recommendation:**

THAT Council accept the information presented in the Recall Petition expenditures report.

- i. Canada Community-Building Fund - A Request for Decision is attached 61 - 73

**Recommendation:**

THAT Council approve the Canada Community-Building Fund Memorandum of Agreement.

OR

direction provided by Council after deliberations.

- j. 2025 ATCO Gas Franchise Fee - A Request for Decision is attached 74 - 81

**Recommendation:**

That Council approve that the 2025 ATCO Gas Franchise fee remain at the current rate of 10.50% for 2025.

- k. Organizational Meeting - To be scheduled for October 24, 2024

As per Section 192(1) of the Municipal Government Act (MGA), a Council must hold an organizational meeting annually not later than 2 weeks after the 3rd Monday in October.

**Recommendation:**

**THAT** Council hold the annual Organizational Meeting on Thursday, October 24, 2024, prior to the Regular Council Meeting.

**8. COUNCIL, COMMITTEE & STAFF REPORTS**

**Recommendation:**

THAT Council accept the written and verbal Council and Staff reports for information.

- a. Mayor's Report
- b. Deputy Mayor's Report
- c. Councillor's Report
- d. Chief Administrative Officer Report 82 - 83
- e. Corporate and Community Services Director's Report 84 - 85
- f. Public Works Report 86 - 86

**9. INFORMATION ITEMS**

**Recommendation:**

THAT Council accept the items for information.

- a. Town of Onoway Development Permit 24DP07-24 - Construction of a Place of Worship 87 - 92

- b. Town of Onoway Development Permit 24DP05-24 - Construction of a Commercial Building - 5201 Lac Ste. Anne Trail North 93 - 98
- c. Polling Results on Policing in Alberta - National Police Federation - August 27, 2024 email 99 - 119

**10. CLOSED SESSION**

Pursuant to Section 197(2) of the Municipal Government Act and  
 Section 17 FOIP - Disclosure harmful to personal privacy (10:30 a.m.)  
 Section 24 FOIP - Advice to officials - proposals

**11. ADJOURNMENT**

**12. UPCOMING EVENTS**

Sept. 25-27, 2024	AB Munis	Red Deer
Oct.10, 2024	Regular Council Meeting	9:30 a.m.
Oct. 24, 2024	Regular Council Meeting	9:30 a.m.
Nov. 14, 2024	Regular Council Meeting	9:30 a.m.
Nov. 28. 2024	Regular Council Meeting	9:30 a.m.
Dec. 12, 2024	Regular Council Meeting	9:30 a.m.



**TOWN OF ONOWAY**  
**REGULAR COUNCIL MEETING MINUTES**

August 8, 2024  
9:30 a.m.  
Council Chambers  
Onoway Civic Centre (and Virtually Via Zoom)

Council Present: Mayor Lenard Kwasny  
Deputy Mayor Lisa Johnson  
Councillor Bridgitte Coninx  
Councillor Robin Murray  
Councillor Sheila Pockett

Administration: Jennifer Thompson, Chief Administrative Officer  
Gino Damo, Director of Corporate and Community Services  
Debbie Giroux, Recording Secretary  
1 member of the public attended the meeting in person  
6 members of the public attended the meeting via Zoom

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**1. CALL TO ORDER**

Mayor Lenard Kwasny called the meeting to order at 9:30 a.m. and advised that the meeting will be recorded and acknowledged that the meeting was being held on Treaty 6 Land.

**2. ADOPTION OF THE AGENDA**

**Motion # 237-24**

MOVED by: Councillor Sheila Pockett

THAT the August 8, 2024 Regular Council Meeting agenda be approved as presented.

**CARRIED**

**3. ADOPTION OF MINUTES**

**Motion # 238-24**

MOVED by: Councillor Robin Murray

THAT the July 11, 2024 Regular Council Meeting minutes be approved as presented.

**CARRIED**

**4. APPOINTMENTS/PUBLIC HEARINGS**

**5. FINANCIAL REPORTS**

- a. 2024 Q2 Financial Variances

**Motion # 239-24**

MOVED by: Deputy Mayor Lisa Johnson

THAT Council accept the 2024 Q2 Financial Variances as presented.

**CARRIED**

**6. POLICIES & BYLAWS**

- a. Student Bursary Policy Amendment

**Motion # 240-24**

MOVED by: Councillor Robin Murray

THAT Council approve the Policy C-COU-SBU-1- Student Bursary Policy amendment as presented.

**CARRIED**

- b. Bylaw 816-24 - Council Code of Conduct Bylaw and Consideration of an Integrity Commissioner

**Motion # 241-24**

MOVED by: Councillor Sheila Pockett

THAT Council give first reading to Bylaw 816-24 A Bylaw to Establish a Code of Conduct for Members of Council.

**CARRIED**

**Motion # 242-24**

MOVED by: Deputy Mayor Lisa Johnson

THAT Council give second reading to Bylaw 816-24 A Bylaw to Establish a Code of Conduct for Members of Council.

**CARRIED**



**Motion # 243-24**

MOVED by: Councillor Bridgitte Coninx

THAT Administration provide a report to Council on the option for a third party Integrity Commissioner.

**CARRIED**

**7. ACTION ITEMS**

- a. Recreation Tax Request - Onoway and District Historical Guild

**Motion # 244-24**

MOVED by: Councillor Bridgitte Coninx

THAT Council approve \$1,485.07 for the 2024 recreation tax request received from the Onoway and District Historical Guild.

**CARRIED**

- b. Rail Safety Week - September 23 to 29, 2024

**Motion # 245-24**

MOVED by: Councillor Bridgitte Coninx

THAT Council support CN's request to declare the week of September 23-29, 2024 as Rail Safety Week.

**CARRIED**

- c. Lac Ste. Anne East End Bus Society Partnership Agreement

**Motion # 246-24**

MOVED by: Councillor Robin Murray

THAT Council authorize approval of the Lac Ste. Anne East End Bus Partnership Agreement with Lac Ste. Anne County and Alberta Beach, as presented.

**CARRIED**

- d. Real and Perceived Conflict of Interest for Councillors

**Motion # 247-24**

MOVED by: Councillor Robin Murray

THAT Council accept the documents presented regarding real and perceived conflict of interest for Councillors for information.

**CARRIED**

- e. Lac Ste. Anne County Subdivision Referral - 012SUB2024

**Motion # 248-24**

MOVED by: Deputy Mayor Lisa Johnson

THAT Council accept the subdivision referral 012SUB 2024 LSAC for information.

**CARRIED**

**8. COUNCIL, COMMITTEE & STAFF REPORTS**

**Motion # 249-24**

MOVED by: Deputy Mayor Lisa Johnson

THAT Administration request from Council appointed Boards, Committee and Commission appointments, verification of meeting frequency for the 2024 Organizational Meeting.

**CARRIED**

**Motion # 250-24**

MOVED by: Councillor Sheila Pockett

THAT Council accept the written and verbal Council and Staff reports for information.

**CARRIED**

- a. Mayor's Report
- b. Deputy Mayor's Report
- c. Councillor's Report
- d. Chief Administrative Officer Report - verbal
- e. Director of Corporate and Community Services Report - attached
- f. Public Works Report

**9. INFORMATION ITEMS**

**Motion # 251-24**

MOVED by: Councillor Robin Murray

THAT Council accept the Items for information.

**CARRIED**

- a. July, 2024 Report from Development Officer Tony Sonnleitner
- b. Lac Ste. Anne Foundation Board Meeting - March 26, 2024
- c. Quilting Group - Thank you note
- d. Town of Onoway Development Permit 24DP06-24 - 4210 - 52 Street
- e. Town of Onoway Development Permit 24DP04-24 - 4903 - 49 Street

Council recessed from 10:15 a.m. until 10:30 a.m.

**10. CLOSED SESSION**

**Motion # 252-24**

MOVED by: Councillor Sheila Pockett

THAT Pursuant to Section 197(2) of the Municipal Government Act and Section 16 Freedom of Information and Protection of Privacy Act (FOIP) - Disclosure Harmful to business interests of a third party, Council move into a closed session at 10:30 a.m.

**CARRIED**

Council recessed from 10:30 a.m. to 10:32 a.m. to allow the members of the public and Recording Secretary to leave the meeting.

The following individuals were present for the Closed Session:

Mayor Lenard Kwasny

Deputy Mayor Lisa Johnson

Councillor Bridgitte Coninx

Councillor Robin Murray

Jennifer Thompson, Chief Administrative Officer

Gino Damo, Director of Corporate and Community Services

Johann Reimer, Director, Business Development–Canadian Fiber Optics

**Motion # 253-24**

MOVED by: Councillor Bridgitte Coninx

THAT Council move out of Closed Session at 11:50 a.m.

**CARRIED**

Council recessed from 11:50 a.m. until 11:52 a.m. to allow the Recording Secretary and members of the public to return to the meeting.

**Motion # 254-24**

MOVED by: Councillor Bridgitte Coninx

THAT Administration draft a borrowing bylaw for \$223,000.00 to fund investment in fiber optics in Industrial Park.

**CARRIED**

**Motion # 255-24**

MOVED by: Deputy Mayor Lisa Johnson

THAT the Town of Onoway contribute the proportional share of FOIP request costs regarding highway callouts

**CARRIED**

**11. ADJOURNMENT**

As all matters on the agenda have been addressed, Mayor Lenard Kwasny declared the Regular Council Meeting adjourned at 12:00 p.m.

**12. UPCOMING EVENTS**

Sept. 12, 2024	Regular Council Meeting	9:30 a.m.
Sept. 25-27, 2024	AB Munis	Red Deer
Oct. 10, 2024	Regular Council Meeting	9:30 a.m.

\_\_\_\_\_  
Mayor

Lenard Kwasny

\_\_\_\_\_  
Jennifer Thompson

Chief Administrative Officer



## Town of Onoway Request for Decision

Meeting:	<b>Council Meeting</b>
Meeting Date:	September 12, 2024
Presented By:	Gino Damo, Director of Corporate and Community Services
Title:	Town of Onoway Borrowing Bylaw for Construction of Fibre Optic Network Infrastructure # 817-24

### BACKGROUND / PROPOSAL

During the August 8, 2024, Council Meeting, Council made the following motion regarding drafting a borrowing bylaw:

#### **Motion # 254-24**

MOVED by: Councillor Bridgitte Coninx

THAT Administration draft a borrowing bylaw for \$223,000.00 to fund investment in fiber optics in Industrial Park.

**CARRIED**

Municipal Government Act (MGA) Section 251, as shown below, provides the legislation surrounding a Borrowing bylaw.

#### Borrowing

##### Borrowing bylaw

**251(1)** A municipality may only make a borrowing if the borrowing is authorized by a borrowing bylaw.

- (2) A borrowing bylaw must set out
  - (a) the amount of money to be borrowed and, in general terms, the purpose for which the money is borrowed;
  - (b) the maximum rate of interest, expressed as a percentage, the term and the terms of repayment of the borrowing;
  - (c) the source or sources of money to be used to pay the principal and interest owing under the borrowing.
- (3) A borrowing bylaw must be advertised.

RSA 2000 cM-26 s251;2022 c16 s9(56)

### DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES

As per the above motion # 254-24, Administration is presenting to Council the attached Borrowing Bylaw #817-24. The bylaw meets the MGA Section 251 as follows:

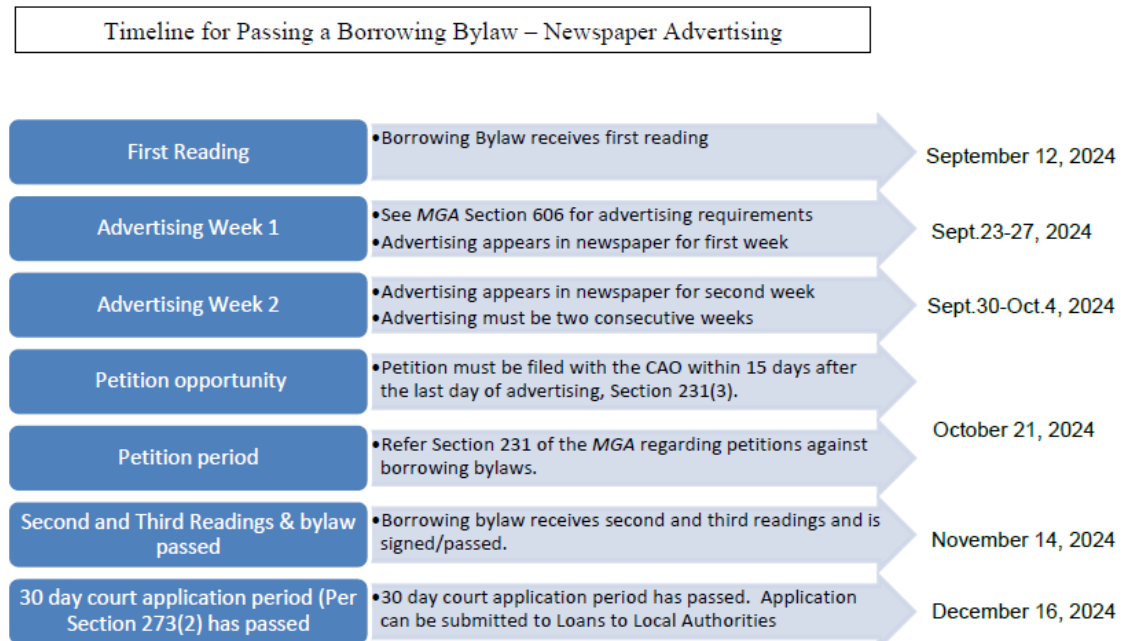
2(a) - Amount of \$223,000 to borrow for the purpose of construction of fibre optic network infrastructure in the industrial area.

2(b) - The maximum interest rate as of 15% (Prime Lending Rate of 10% plus 5%) and a term of up to 6 years.

2(c) – Annual property tax revenue is the source of money to be used to pay the principal and interest owing.

Also, the bylaw indicates that the funds may be borrowed from the Province of Alberta or other financial institution. Borrowing from the province presents some restrictions such as incurring costs in the event the loan is fully or partially repaid.

Additionally, the below timeline indicates the legislative requirements in passing a borrowing bylaw when it comes to newspaper advertising.



Administration recommends a loan term of 6 years. Based on this term, Administration has provided the attached loan calculator from the Loans to Local Authorities department of the Province of Alberta to show estimated payment amounts.

Although Administration is pursuing grant funding as a source to fund the project, it is still prudent to follow through with the above process if grant funding cannot be secured.

It is important to note that in passing the attached bylaw the Town is not committed to borrow funds from either a financial institution or the Province of Alberta if grant funding or another source is received for the project.

**STRATEGIC ALIGNMENT**

Financial Sustainability

**COSTS / SOURCE OF FUNDING**

Amount of interest paid may vary depending on the interest rate % at time of loan disbursement however the attached loan calculator payment will be included in the 2025-2027 Operating Budget so that it is accounted for.

**RECOMMENDED ACTION**

- That Bylaw # 817-24 the Borrowing Bylaw be given first reading.
- OR some other direction as given by Council at meeting time.

**ATTACHMENTS**

- a) Proposed Bylaw 817-24 – Borrowing Bylaw.
- b) Loans to Local Authorities Loan Calculator.

**TOWN OF ONOWAY  
By-Law 817-24**

**A BYLAW TO BORROW THE CONSTRUCTION OF FIBRE OPTIC NETWORK  
INFRASTRUCTURE IN THE INDUSTRIAL AREA.**

**WHEREAS** the Council of the Town of Onoway (hereinafter called the “Corporation”) in the Province of Alberta, considers it necessary to borrow certain sums of money for the purpose of construction of fibre optic network infrastructure in the industrial area.

**AND** the cost of construction is Two Hundred and Twenty-Three Thousand Dollars (\$223,000);

**AND** in order to construct, it will be necessary for the Corporation to borrow up to the sum of Two Hundred and Twenty-Three Thousand Dollars (\$223,000) (the “Indebtedness”) by the issuance of a debenture on the terms and conditions referred to in this Bylaw;

**AND** the Town of Onoway amount of existing debenture debt at December 31, 2023 is \$1,215,503, no part of which is in arrears;

**AND** the term of the borrowing would not exceed the projected lifetime of the fibre optic network infrastructure as constructed;

**NOW THEREFORE**, under the authority of the Municipal Government Act, Revised Statutes of Alberta 2000 Chapter M-26, the Council of the Town of Onoway enacts as follows:

1. For the purpose of the construction of fibre optic network infrastructure in the industrial area; the sum of up to Two Hundred and Twenty-Three Thousand Dollars (\$223,000) may be borrowed from the Province of Alberta or an accredited financial institution by way of debenture on the credit and security of the Council of the Corporation at large, of which the full amount borrowed is to be paid by the Council of Corporation at large.
2. The debentures to be issued under this bylaw shall be in any denomination not exceeding the amount authorized by this bylaw and shall be dated having regard to the date of the borrowing.
3. The debentures shall bear interest during the currency of the debentures, at the interest rate fixed from time to time by the Province of Alberta or other financial institution at a rate not exceeding Prime Lending Rate (10%) plus five percent (5%) per annum, payable semi-annually.
4. The debentures shall be issued in such manner that the principal and interest will be combined and be made payable in, as nearly as possible, equal semi-annual installments over a period of up to six (6) years, in accordance with the schedule attached and forming a part of the debenture. revenues as collected, as collateral security for the money to be borrowed hereunder and interest thereon, but the said Bank shall not be restricted to the said taxes, penalties and other designated revenue for the payment of



the money borrowed as aforesaid or be bound to wait for repayment of such money and interest until such taxes, penalties and other designated revenue can be collected, or be required to see that the said taxes, penalties and other designated revenues are deposited as aforesaid.

5. The debentures shall be payable in lawful money of Canada at the Alberta Treasury Branch or at such other bank or financial institution as Council may authorize as its banking agency during the currency of the debenture.
6. The Mayor and a Designated Officer of the Town of Onoway shall authorize such bank or financial institution to make payments to the holder of the debentures, on such date and in such amounts as specified in the repayment schedule forming part of each debenture and shall affix the Town of Onoway corporate seal to the debenture documents.
7. There shall be levied and raised in each year of the currency of the debentures a rate or rates on the assessed value of all lands and improvements shown on the assessment roll, sufficient to provide an annual tax adequate to pay the principal and interest falling due in such year on such debentures. The said rates and taxes are collectible at the same time and in the same manner as other rates and taxes.
8. The Indebtedness is contracted on the credit and security of the Town of Onoway at large.
9. That Bylaw 817-24 comes into full force and effect upon third reading.

**Read a first time this \_\_\_\_\_.**

**Read a second time this \_\_\_\_\_.**

**Unanimous consent to proceed to third reading this \_\_\_\_\_.**

**Read a third time and passed this \_\_\_\_\_.**

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**Signed by Mayor Lenard Kwasny**

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**Signed by Jennifer Thompson  
Chief Administrative Officer**

# Loan Calculator

Print

**Recalculation options**

Type  Term  Deferment

**Calculations based on:**

Principal is \$223,000.00

Term is 6 Years      Loan Type is Blended      Deferred payments NA      Interest rate of 4.45 %

Payment #	Payment	Principal	Interest	Balance
1	\$21,379.25	\$16,417.50	\$4,961.75	\$206,582.50
2	\$21,379.25	\$16,782.79	\$4,596.46	\$189,799.71
3	\$21,379.25	\$17,156.21	\$4,223.04	\$172,643.50
4	\$21,379.25	\$17,537.93	\$3,841.32	\$155,105.57
5	\$21,379.25	\$17,928.15	\$3,451.10	\$137,177.42
6	\$21,379.25	\$18,327.05	\$3,052.20	\$118,850.37
7	\$21,379.25	\$18,734.83	\$2,644.42	\$100,115.54
8	\$21,379.25	\$19,151.68	\$2,227.57	\$80,963.86
9	\$21,379.25	\$19,577.80	\$1,801.45	\$61,386.06
10	\$21,379.25	\$20,013.41	\$1,365.84	\$41,372.65
11	\$21,379.25	\$20,458.71	\$920.54	\$20,913.94
12	\$21,379.25	\$20,913.94	\$465.31	\$0.00
<b>Totals:</b>	<b>\$256,551.00</b>	<b>\$223,000.00</b>	<b>\$33,551.00</b>	

**TOWN OF ONOWAY  
By-Law 816-24**

**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;

**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;

**AND WHEREAS**, pursuant to section 153 of the *Municipal Government Act*, Councilors 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 Town of Onoway;

**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 Town of Onoway (the “**Town**”), 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. Purpose**

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 investigation and enforcement of those standards.

- 2.1. The duly elected Council of the Town of Onoway is responsible for securing and enhancing the Town’s collective rights and empowering the Members in a disciplined, accountable and honest manner.
- 2.2. The Members are entitled to expect the highest standards of conduct from the individuals whom they elect to Council.
- 2.3. The establishment of the Bylaw is consistent with the principles of transparent and accountable governance and ensures that the Councilors share a common understanding of acceptable conduct.

- 2.4. It is each Councillor's responsibility to uphold and advance both the letter and spirit of this Code in all their dealings while serving in the role of a Councillor.
- 2.5. The purpose of this Bylaw is to ensure that Councillors perform their duties and functions arising under this Bylaw and any other applicable law:
  - (a) Reliability, transparently and with integrity, discipline, foresight, resolve and dignity; and
  - (b) In a manner that is accountable to the Members and which, acting honestly and in good faith, secures and upholds the Town's best interests.
- 2.6. This Bylaw prescribes certain rules and policies which shall govern the conduct of Council, and shall be interpreted and applied by Council in a manner that is consistent with all the laws of the Town and all other applicable laws.

### **3. Scope**

- 3.1. This Bylaw applies to the Council.

### **4. Definitions and Interpretation**

- 4.1. In this Bylaw, words have the meanings set out in the Act, except that:
  - (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 CAO;
  - (c) "**CAO**" means the chief administrative officer of the Municipality, or their delegate;
  - (d) "**Council**" means, collectively, the directors of the Town duly elected in accordance with the *Municipal Government Act*, R.S.A. 2000, c. M-26;
  - (e) "**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;
  - (f) "**Investigator**" means Council or the individual or body established by Council to investigate and report on complaints;
  - (g) "**Member**" means a member of Council and includes any member of Council and includes members of council committees or other bodies established by Council who are not Councillors or the Mayor;
  - (f) "**Municipality**" means the municipal corporation of the Town of

Onoway.

## **5. Representing the Municipality**

5.1. 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
- (d) arrange their private affairs and conduct themselves in a manner that promotes public confidence and will bear close public scrutiny.

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

- 6.1. A Member must not claim to speak on behalf of Council unless expressly authorized to do so.
- 6.2. Unless Council directs otherwise, the Mayor is Council's official spokesperson and in the absence of the Mayor it is the Deputy Mayor. All inquiries from the media regarding the official Council position on an issue shall be referred to Council's official spokesperson.
- 6.3. 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.
- 6.4. No Member shall make a statement when they know that statement is false.
- 6.5. No Member shall make a statement with the intent to mislead Council or members of the public.

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

- 7.1. Members shall express their opinions openly, engage in respectful discussions and endeavor to understand and build on other Members' ideas.
- 7.2. 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.
- 7.3. 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 a closed 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.

- 7.4. 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.

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

8.1. Each Member must adhere to and advocate for the principles and responsibilities governing their conduct as Members as follows:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) Members shall treat the staff, Members, and members of the greater public with courtesy, dignity and respect and without abuse, bullying or intimidation.
- (e) Members shall actively advocate for the Town and its mission in their personal and professional networks.
- (f) Members shall be respectful in their interactions with others and recognize the value of different perspectives by seeking to balance their contributions as both an advisor and learner.
- (g) Members shall 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 portfolios and boards to which they are appointed by Council, and in the event they are unable to attend to any of the foregoing, to notify Council as early as possible.

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

9.1. Council members will establish and model a respectful workplace where they will not speak disrespectfully about the organization, other members of Council, the Chief Administrative Officer or employees of the Town.

9.2. 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.

9.3. 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.

- 9.4. 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.
- 9.5. 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 in keeping with the *Human Rights Act*
- 9.6. 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.
- 9.7. Members must not:
  - (a) involve themselves in matters of Administration, which fall within the jurisdiction of the "CAO" 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.

## **10. Confidential Information**

- 10.1. Members must keep in strict confidence matters discussed in private at a Council or Council committee meeting until the matter is discussed at a meeting held in public. The confidential information includes the following:
  - (a) Any information with respect to the discussions and deliberations of Council which are not already public information;
  - (b) The financial affairs and contractual arrangements of the Town;
  - (c) Any claims or disputes matters relating to the Town; and
  - (d) All other information of a non-public, privileged or confidential nature to which they have access as a result of carrying out their duties and responsibilities as a Councillor (collectively, the "**Confidential Information**").

- 10.2. No Member shall use Confidential Information for personal benefit or for the

benefit of any other individual organization.

- 10.3. In the course of their duties, Members may also become privy to Confidential Information received outside of a “closed session” 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.
- 10.4. Confidential information is the property of the Town. Members must not disclose, or allow to be disclosed, in any form or by any means any Confidential Information of which the Member becomes aware of during their term in office.
- 10.5. Members will not leave Confidential Information in written form or displayed on computer terminals in locations where others may see it.
- 10.6. Members must not disclose information, even after their term of office has concluded, with respect to matters discussed in a Closed Meeting, unless such disclosure is expressly authorized by Council.

## **11. Conflicts of Interest**

- 11.1. 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.
- 11.2. 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.
- 11.3. Members shall approach decision-making with an open mind that is capable of persuasion.
- 11.4. Members must disclose any potential of existing conflict of interest to the Council, as soon as the Member would reasonably be found to have gained knowledge of such conflict. Such interests shall be disclosed to and entered into the meeting minutes of the Council.
- 11.5. Members shall not provide services to, enter into agreements with, or otherwise contract with the Town while serving concurrently as a member of Council.



- 11.6. 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.

## **12. Internet Use, Off-Duty Conduct and Social Media**

- 12.1. Members must adhere to the following guidelines when accessing and using the Town's network systems, the Town computers, and any other Town electronics:
- (a) Transmission of data pertaining to the Town affairs and/or business to non-authorized entities or people is strictly prohibited;
  - (b) Members shall secure emails in the same manner as paper documents;
  - (c) Members must exercise care to ensure that only authorized persons have access to emails and any documents attached therein;
  - (d) Members must make every reasonable effort to maintain access to passwords for the Town network and their Town email account and not disclose their passwords to any person except for purposes of technical user support and, in such case, the Member shall take steps to ensure the proper authority of the person who is requesting his password; and
  - (e) Unless expressly authorized, Members must not store Confidential Information on or via the Internet.
- 12.2. Members shall not use the Town's computers or any other Town electronics for the following purposes:
- (a) Visiting websites that contain obscene, pornographic, hateful or other objectionable materials;
  - (b) Sending or receiving any material that is obscene or defamatory or which is intended to harass or intimidate another person;
  - (c) Using or permitting the use of the Internet for any illegal purpose;
  - (d) Unauthorized use of continuous access technology such as online radio broadcasts;
  - (e) Intentionally or unintentionally representing personal opinions as those of the Town;

- (f) Intentionally or unintentionally causing reputational harm to Council or the Town through the use of the internet;
- (g) Interfering with the normal operation of the network, including the propagation of computer viruses and sustained high network traffic;
- (h) Soliciting business for personal gain or profit.

12.3. Members must not post or place any information on the internet, including social media sites, which could negatively impact the reputation of the Council or Town or that could in any way call into question the integrity of their position as a Councillor.

### **13. Improper Use of Influence**

- 13.1. 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.
- 13.2. 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.
- 13.3. Members shall not contact or otherwise attempt to influence members of any adjudicative body regarding any matter before it relating to the Municipality.
- 13.4. 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.

### **14. Use of Municipal Assets and Services**

- 14.1. Members shall use municipal property, equipment, services, supplies and staff resources only for the performance of their duties as a Member.
- 14.2. 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.

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

- 15.1. Every Member must attend the orientation training offered by the Municipality within 90 days after the Member takes the oath of office.
- 15.2. 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.
- 15.3. Members are stewards of public resources and shall avoid waste, abuse and extravagance in the use of public resources.
- 15.4. 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.

### **16. Gifts and Hospitality**

- 16.1. 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.
- 16.2. 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 one hundred dollars (\$100.00).

### **17. Election Campaigns**

- 17.1. 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.

### **18. Informal Complaint Process**

- 18.1. Any person or Any Member who has identified or witnessed conduct by a Member that the 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 Mayor to assist in informal discussion of the alleged complaint with the Member in an attempt to resolve the issue. In the event that the Mayor is the subject of, or is implicated in a complaint, the

person may request the assistance of the Deputy Mayor.

- 18.2. 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.

### **19. Formal Complaint Process**

- 19.1. Any person or Any Member who has identified or witnessed conduct by a Member that the 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, vexatious, is not made in good faith, the complaint is not about a current member, the complaint alleges criminal activity, 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. The Investigator may request more information from the complainant and the Member before moving forward whether to dismiss the complaint. All proceedings of the Investigator regarding the investigation shall be confidential;
  - (g) The responding Member must disclose relevant information gathered during an investigation;

- (h) The complainant's name may be released publicly if the complaint reaches the investigative stage;
- (i) Once all pertinent information has been provided to the Responding Member by the Investigator, the Responding Member will have 10 business days to give the Investigator a written response to the allegations, including any supporting documents. This deadline may be extended at the discretion of the Investigator.
- (j) The Investigator may solicit access to the Town's records, documents, and information related to the complaint, as necessary to complete an investigation. Additional information from any individual involved in an investigation may be requested at any time during the investigation, as necessary to complete an investigation.
- (k) The Investigator will aim to complete investigation within 90 days of the date the complaint is accepted. This deadline may be extended.
- (l) In the 90 days prior to the date of a municipal election, the Investigator shall suspend any investigation underway or decline to commence an investigation, unless otherwise directed by Council.
- (m) 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;
- (n) 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;
- (o) A Member who is the subject of an investigation is entitled to be represented by legal counsel, at the Member's sole expense.
- (p) Upon conclusion of an investigation, the Investigator will dismiss the complaint if the violation has not been proven on the balance of probabilities
- (q) If the Investigator determines from the report that a violation of the Bylaw occurred; however, the member took reasonable steps to prevent it or that it was insignificant or committed inadvertently or through genuine error of judgment, the Investigator will state so in the report and recommend that no sanctions arise;
- (r) The Investigators ruling that a Member of Council violated this Bylaw is

final and may not be amended or reconsidered. After considering the decision by the Investigator, Council may by resolution:

- a) impose sanctions on the Responding Member in accordance with this Bylaw; or
- (b) not impose sanctions on the Responding Member.

## **20. Compliance and Enforcement**

- 20.1. Members shall uphold the letter and the spirit and intent of this Bylaw.
- 20.2. Members are expected to co-operate in every way possible in securing compliance with the application and enforcement of this Bylaw.
- 20.3. 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.
- 20.4. 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.

20.5. When sanctions are being imposed, Council will consider the following:

- (a) the nature, extent and gravity of the contravention;
- (b) the effect and impact of the contravention;
- (c) whether the Member has previously contravened this Bylaw;
  
- (d) the principles and intent of this Bylaw;
- (e) the presence of any profound mitigating circumstances;
- (f) the need to deter future contraventions; and
- (g) the public interest, including the need to promote the public's confidence in the integrity of Council.

After considering these factors, Council may determine that although there was a breach of this Bylaw, no sanction is warranted.

## **21. Review**

- 21.1. 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.

## **22. Repeal**

- 22.1 Bylaw 791-21, Code of Conduct Bylaw, is hereby repealed.

READ a First time this 8<sup>th</sup> day of August, 2024.

READ a Second time this 8<sup>th</sup> day of August, 2024.

READ a Third time this \_\_\_\_\_, 2024.

SIGNED AND PASSED this \_\_\_\_\_, 2024.

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MAYOR LENARD KWASNY

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JENNIFER THOMPSON  
CHIEF ADMINISTRATIVE OFFICER





## Town of Onoway Request for Decision

Meeting:	<b>Council Meeting</b>
Meeting Date:	September 12, 2024
Presented By:	Jennifer Thompson, Chief Administrative Officer
Title:	Enforcement Review Committee – Bylaw 759-19

### BACKGROUND / PROPOSAL

Bylaw 759-19 establishes an Enforcement Review Committee for the Town of Onoway to hear review requests from any person issued an order by an Enforcement Officer under section 545 of the Municipal Government Act (MGA). The Bylaw states that the Committee shall consist of three Town Council members, selected on a rotational basis.

The Enforcement Review Committee is established to review requests on orders issues under Section 545 of the Act.

This Committee composition has not been established, therefore Administration is requesting that Council appoint three members for this Committee at this meeting. Going forward, members will be chosen annually at the Organizational Meeting, the next of which is in October, 2024.

### DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES

As per Bylaw 759-19, three members of Council are required to be appointed. Section 1 b) states that 3 members of Council shall be chosen on a rotational basis.

The Enforcement Review Committee is established to review requests on orders issues under Section 545 of the Act.

#### Order to remedy contraventions

**545(1)** If a designated officer finds that a person is contravening this or any other enactment that the municipality is authorized to enforce or a bylaw, the designated officer may, by written order, require the person responsible for the contravention to remedy it if the circumstances so require.

#### (2) The order may

- (a) direct a person to stop doing something, or to change the way in which the person is doing it;
- (b) direct a person to take any action or measures necessary to remedy the contravention of the enactment or bylaw, including the removal or demolition of a structure that has been erected or placed in contravention of a bylaw, and, if necessary, to prevent a re-occurrence of the contravention;
- (c) state a time within which the person must comply with the directions;
- (d) state that if the person does not comply with the directions within a specified time, the municipality will take the action or measure at the expense of the person.

1994 cM-26.1 s545

Administration recommends Council appoint members of this committee annually at the Organizational meeting however there are currently two active orders that Administration wishes to be proactive by having this committee in place.

### **STRATEGIC ALIGNMENT**

Good governance

### **COSTS / SOURCE OF FUNDING**

Costs will be as per reimbursement policy of Council for meeting attendance, when meetings are required.

### **RECOMMENDED ACTION**

THAT the Town of Onoway appoint the following three members of Council as the Enforcement Review Committee as per Council deliberations.

### **ATTACHMENTS**

- 1) Bylaw 759-19 – Enforcement Review Committee

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**A BYLAW OF THE TOWN OF ONOWAY, IN THE PROVINCE OF ALBERTA, TO  
ESTABLISH AN ENFORCEMENT REVIEW COMMITTEE IN ACCORDANCE WITH  
THE PROVISIONS OF THE MUNICIPAL GOVERNMENT ACT**

---

**WHERE AS**, Section 145 of the Municipal Government Act, R.S.A. 2000, requires each municipality to establish Committees of Council by bylaw;

**NOW THEREFORE**, the Council for The Town of Onoway hereby establishes an Enforcement Review Committee in accordance with the following provisions;

1. Establishment and Membership

- a. The Enforcement Review Committee (hereinafter called “the Committee”) of the Town of Onoway is hereby established.
- b. The Committee shall consist of three (3) Town Council members selected on a rotational basis.

2. Secretary

- a. The Chief Administrative Officer for the Town of Onoway shall be the Enforcement Review Committee Secretary (hereinafter called “the Secretary”).
- b. The Chief Administrative Officer for the Town of Onoway may, at their discretion, designate another Town of Onoway employee to fill the role of Secretary.
- c. Any employee who may have any decision-making authority for any matters that may come before the Committee in their day-to-day responsibilities shall not be designated to fill the role of Secretary.
- d. The Secretary shall have responsibilities and duties including the following:
  - i. Receives and processes enforcement review committee requests for consideration by the Committee,
  - ii. Makes and keeps a record of the Committee’s proceedings.
  - iii. Drafts the orders, decisions, approval notices, and other items given by the Committee on its behalf,
  - iv. Ensures statutory notices and decisions of the Committee are provided to such persons as required, and
  - v. Schedules the members that will hear individual reviews.

3. Chairperson

- a. The Committee will elect a Chairperson from among those members of the panel at the meeting, at the beginning of each meeting.
- b. A member may be re-elected to the position of Chairperson.
- c. A Chairperson shall preside at the meeting of the Enforcement Review Committee.
- d. Signs orders, decisions and approval notices issued by the Committee on its behalf.

4. Quorum and Meetings

- a. A quorum of the Committee for a hearing shall be a minimum of three (3) members of the Committee.
- b. The Committee shall meet at such intervals as are necessary to consider and decide review requests filed with it in accordance with the Act and this Bylaw.
- c. The Committee shall have prepared and maintain a file of written minutes of the business transacted at all meetings of the Committee.
- d. A member of the Committee who is for any reason, unable to attend the whole or a part of any hearing of a review shall not participate in the deliberations or decision of the Committee upon that review.
- e. The Committee may establish rules to govern the conduct of its meeting and its business that are consistent with this bylaw, and other Town of Onoway bylaws that govern the conduct of the Committees and the Act.
- f. The decision of the Committee, including reasons for the decision, will be issued within fifteen (15) days of the hearing date.

5. Fees and Expenses

- a. Remuneration, travelling, and other expenses of the members of the Committee shall be established by Council resolution from time to time.
- b. Fees associated with the holding of hearings and meetings of the Committee shall be established by Town bylaw.

6. Order to Remedy Contraventions

- a. The Committee shall hear review requests on orders issued under Section 545 of the Act.
- b. The Committee shall hear requests from any person issued an order by an Enforcement Officer, who appeals within the time limitations and in the manner indicated within this Bylaw.
- c. Requests submitted to the Committee must include the Owner and Occupants name, address and contact phone number, legal land description of property, a copy of the order issued under the relevant section and reasons for the review.
- d. Requests for review must be submitted within fourteen (14) days of the date that the Order was issued.
- e. The Committee shall hold a review hearing respecting any order issued under Section 545 of the Act within thirty (30) days of receipt of a review request, unless an adjournment/postponement is granted by the Committee based on reasonable considerations.
- f. The Committee shall give at least five (5) days' notice in writing of the review hearing to:
  - i. the Owner/Occupant of the property issued the Order; and
  - ii. the Development/Enforcement Authority of the Town of Onoway;
- g. In determining the review, the Committee:
  - i. shall comply with Section 545 of the Act;
  - ii. shall comply with any Bylaws of the Town;
  - iii. shall have regard to but not be bound to the Subdivision and Development Regulations established pursuant to Section 694 of the Act, non-statutory plans and other Town bylaws;
  - iv. may confirm, vary, substitute or cancel the order, or any condition attached as per Section 547 of the Act.
- h. The Committee shall give its decision in writing together with reasons for the decision within fifteen (15) days of the conclusion of the review hearing.

7. Order to Remedy Dangers and Unsightly Properties

- a. The Committee shall hear review requests on orders issued under Section 546 of the Act.
- b. The Committee shall hear requests from any person issued an order by a Enforcement Officer, who appeals within the time limitations and in the manner indicated within this Bylaw.
- c. Requests submitted to the Committee must include the Owner and Occupants name, address and contact phone number, legal land description of property, a copy of the order issued under the relevant section and reasons for the review.
- d. Requests for review must be submitted within fourteen (14) days of the date that the Order was issued.
- e. The Committee shall hold a review hearing respecting any order issued under Section 546 of the Act within thirty (30) days of receipt of a review request, unless an adjournment/postponement is granted by the Committee based on reasonable considerations.
- f. The Committee shall give at least five (5) days' notice in writing of the review hearing to:
  - i. the Owner/Occupant of the property issued the Order; and
  - ii. the Development/Enforcement Authority of the Town of Onoway;
- g. In determining the review, the Committee:
  - i. shall comply with Section 546 of the Act;
  - ii. shall comply with any Bylaws of the Town;
  - iii. shall have regard to but not be bound to the Subdivision and Development Regulations established pursuant to Section 694 of the Act, non-statutory plans and other Town bylaws;
  - iv. may confirm, vary, substitute or cancel the order, or any condition attached as per Section 547 of the Act.
- h. The Committee shall give its decision in writing together with reasons for the decision within fifteen (15) days of the conclusion of the review hearing.

8. Postponement/Adjournment Requests

- a. Any party can submit a postponement/adjournment request to the Secretary after an established hearing date has been scheduled. The Committee may grant this request based on reasonable considerations. The Committee may determine postponement requests via email based on a majority decision.

9. This Bylaw comes into force and effect on the date of third and final reading.

Read a first time on this 4th day of July, 2019.

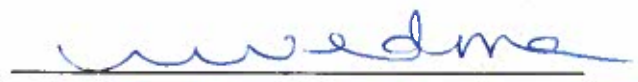
Read a second time on this 4th day of July, 2019.

Unanimous Consent to proceed to third reading on this 4th day of July, 2019.

Read a third and final time on this 4th day of July, 2019.

Signed this 4th day of July, 2019.

  
Mayor, Judy Tracy

  
Chief Administrative Officer  
Wendy Wildman



## Town of Onoway Request for Decision

Meeting:	<b>Council Meeting</b>
Meeting Date:	September 12, 2024
Presented By:	Jennifer Thompson, Chief Administrative Officer
Title:	Audit Engagement

### **BACKGROUND / PROPOSAL**

Municipalities are legislated under the *Municipal Government Act* s.188 that Council shall appoint an auditor for the municipality, to conduct an annual audit by a qualified accounting firm. Each year Council must authorize the engagement and agree to the scope of the work. The engagement letter includes:

1. The responsibilities of the auditor
2. Form and content of the audit opinion
3. The responsibilities of management
4. Communications
5. Use of information
6. Use and distribution of the report
7. Reproduction of the auditors' reports
8. Preparation of schedules
9. Ownership
10. File inspections
11. Accounting advice
12. Other services
13. Dispute resolution
14. Estimated fees
15. Cost of responding to government or legal processes
16. Termination
17. Not liable for any failures or delay beyond our control
18. Metrix privacy
19. Metrix working papers

### **DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES**

Council must authorize the engagement letter to name Metrix Group LLP as the Town of Onoway's auditor for 2024. Council appointed Metrix Group LLP the auditor for the Town of Onoway at the Organizational meeting held October 26, 2023 for the 2023 year and will confirm this appointment at the Organizational meeting in October 2024.

### **STRATEGIC ALIGNMENT**

Financial Sustainability/Service Excellence



### **COSTS / SOURCE OF FUNDING**

The cost of the audit is \$16,500 for the engagement plus direct out of pocket expenses and applicable GST.

### **RECOMMENDED ACTION**

That Council authorize Mayor Kwasny and Jennifer Thompson, CAO to sign the engagement letter authorizing Metrix Group LLP to be the 2024 named auditor.

### **ATTACHMENTS**

1. August 13, 2024 letter to the Town from Metrix Group LLP

August 13, 2024

Town of Onoway  
Box 540  
Onoway AB T0E 1V0

**Attention: Ms. Jennifer Thompson, Chief Administrative Officer**

Dear Ms. Thompson:

**Re: Audit Engagement Letter**

**The Objective and Scope of the Audit**

Metrix Group LLP is pleased to serve as auditors for Town of Onoway for the fiscal year ending December 31, 2024. The purpose of this letter is to outline the terms of our engagement to audit the financial statements of Town of Onoway which comprise the statement of financial position as at December 31, 2024, and the statements of operations and accumulated surplus, changes in net financial assets and cash flows for the year then ended. Philip Dirks, CPA, CA, will be responsible for the services that Metrix Group LLP performs for Town of Onoway. He will, as considered necessary, call upon individuals at Metrix Group LLP to assist in the performance of our services.

We are pleased to confirm our acceptance and our understanding of the nature, scope and terms of this audit engagement and all services related thereto, by means of this letter (the "Engagement").

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement (whether due to fraud or error) and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

**The Responsibilities of the Auditor**

We will conduct our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements. As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- a. Identify and assess the risks of material misstatement of the financial statements (whether due to fraud or error), design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control.

- b. Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies in internal control relevant to the audit of the financial statements that we have identified during the audit.
- c. Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- d. Conclude on the appropriateness of management's use of the going-concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the entity's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the entity to cease to continue as a going concern.
- e. Evaluate the overall presentation, structure and content of the financial statements (including the disclosures) and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with Canadian generally accepted auditing standards.

### **Form and Content of Audit Opinion**

Unless unanticipated difficulties are encountered, our report will be substantially in the following form:

To the Mayor and Council of Town of Onoway

#### *Opinion*

We have audited the financial statements of Town of Onoway (the Town), which comprise the statement of financial position as at December-31-24, and the statements of operations and accumulated surplus, changes in net financial assets, and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Town as at December 31, 2024 and the results of its operations and its cash flow for the year then ended in accordance with Canadian public sector accounting standards.

#### *Basis for Opinion*

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditors' Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Company in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with those requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

#### *Responsibilities of Management and Those Charged with Governance for the Financial Statements*

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Company's financial reporting

### *Auditors' Responsibilities for the Audit of the Financial Statements*

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements. As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

If we conclude that a modification to our opinion on the financial statements is necessary, we will discuss the reasons with you in advance.

### **The Responsibilities of Management**

Our audit will be conducted on the basis that management and, where appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with the Canadian public sector accounting standards;
- b. For the design and implementation of such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error; and
- c. To provide us with timely:
  - i. Access to all the information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation and other matters;
  - ii. Information about all known or suspected fraud, any allegations of fraud or suspected fraud and any known or probable instances of non-compliance with legislative or regulatory requirements;

- iii. Additional information that we may request from management for the purpose of the audit; and
- iv. Unrestricted access to persons within Town of Onoway from whom we determine it necessary to obtain audit evidence.

As part of the audit process:

- a. We will make inquiries of management about the representations contained in the financial statements. At the conclusion of the audit, we will request from management [and, where appropriate, those charged with governance] written confirmation concerning those representations. If such representations are not provided in writing, management acknowledges and understands that we would be required to disclaim an audit opinion.
- b. We will communicate any misstatements identified during the audit other than those that are clearly trivial. We request that management correct all the misstatements communicated.

### **Communications**

In performing our services, we will send messages and documents electronically. As such communications can be intercepted, misdirected, infected by a virus, or otherwise used or communicated by an unintended third party, we cannot guarantee or warrant that communications from us will be properly delivered only to the addressee. Therefore, we specifically disclaim, and you release us from any liability or responsibility whatsoever for interception or unintentional disclosure of communications transmitted by us in connection with the performance of this Engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from such communications, including any that are consequential, incidental, direct, indirect, punitive, exemplary or special damages (such as loss of data, revenues, or anticipated profits).

If you do not consent to our use of electronic communications, please notify us in writing.

### **Use of Information**

It is acknowledged that we will have access to all information about identified individuals ("personal information") in your custody that we require to complete our Engagement. Our services are provided on the basis that:

- a. You represent to us that management has obtained any required consents for our collection, use, disclosure, storage, transfer and process of personal information required under applicable privacy legislation and professional regulation; and
- b. We will hold all personal information in compliance with our Privacy Statement.

### **Use and Distribution of Our Report**

The examination of the financial statements and the issuance of our audit report are solely for the use of Town of Onoway and those to whom our report is specifically addressed by us. We make no representations or warranties of any kind to any third party in respect of these financial statements or our audit report, and we accept no responsibility for their use by any third party or any liability to anyone other than Town of Onoway.

For greater clarity, our audit will not be planned or conducted for any third party or for any specific transaction. Accordingly, items of possible interest to a third party may not be addressed and matters may exist that would be assessed differently by a third party, including, without limitation, in connection with a specific transaction. Our audit report should not be circulated (beyond Town of Onoway) or relied upon by any third party for any purpose, without our prior written consent.

You agree that our name may be used only with our prior written consent and that any information to which we have attached a communication be issued with that communication, unless otherwise agreed to by us in writing.

### **Reproduction of Auditor's Report**

If reproduction or publication of our audit report (or reference to our report) is planned in an annual report or other document, including electronic filings or posting of the report on a website, a copy of the entire document should be submitted to us in sufficient time for our review and approval in writing before the publication or posting process begins.

Should some of the information in the annual report not be available until after the date of the auditor's report, we will request management to provide a written representation that the final version of the document(s) will be provided to us when available (and prior to its issuance) so we can complete our required procedures.

Management is responsible for the accurate reproduction of the financial statements, the auditor's report and other related information contained in an annual report or other public document (electronic or paper-based). This includes any incorporation by reference to either full or summarized financial statements that we have audited.

We are not required to read the information contained in your website or to consider the consistency of other information on the electronic site with the original document.

### **Preparation of Schedules**

We understand that your employees will prepare certain schedules and locate specified documents for our use before our Engagement is planned to commence.

This assistance will facilitate our work and help to minimize our costs. Any failure to provide these working papers or documents on a timely basis may impede our services and require us to suspend our services or even withdraw from the Engagement.

### **Ownership**

The working papers, files, other materials, reports and work created, developed or performed by us during the course of the Engagement are the property of our firm, constitute our confidential information and will be retained by us in accordance with our firm's policies and procedures.

During the course of our work, we may provide, for your own use, certain software, spreadsheets and other intellectual property to assist with the provision of our services. Such software, spreadsheets and other intellectual property must not be copied, distributed or used for any other purpose. We also do not provide any warranties in relation to these items and will not be liable for any lost or corrupted data or other damage or loss suffered or incurred by you in connection with your use of them.

We retain the copyright and all intellectual property rights in any original materials provided to you.

### **File Inspections**

In accordance with professional regulations (and by our firm policy), our client files may be periodically reviewed by practice inspectors and by other engagement file reviewers to ensure that we are adhering to our professional and firm standards. File reviewers are required to maintain confidentiality of client information.

### **Accounting Advice**

Except as outlined in this letter, this Engagement does not contemplate the provision of specific accounting advice or opinions or the issuance of a written report on the application of accounting standards to specific transactions and to the facts and circumstances of the entity. Such services, if requested, would be provided under a separate engagement letter.

### **Other Services**

In addition to the audit services referred to above, we will, as allowed by the *Code of Professional Conduct /Code of Ethics*, prepare the Municipal Financial Information Return. Management will, on a timely basis, provide the information necessary to complete the return and will review and file them with the appropriate authorities on a timely basis.

### **Dispute Resolution**

You agree that any dispute that may arise regarding the meaning, performance or enforcement of this Engagement will, prior to resorting to litigation, be submitted to mediation.

### **Estimated Fees**

We estimate that our fees for these services will be \$16,500 for the Engagement, plus direct out-of-pocket expenses and applicable GST. This fee estimate is based on:

- a. The anticipated cooperation from all your personnel in preparing the requested information on a timely basis;
- b. The ongoing assistance of personnel throughout the Engagement; and
- c. The assumption that unexpected circumstances will not be encountered.

If significant additional time is likely to be incurred, we will discuss the reasons with you and agree on a revised fee estimate before we incur the additional costs.

### **Costs of Responding to Government or Legal Processes**

In the event we are required to respond to a subpoena, court order, government agency or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this Engagement, you agree to compensate us at our normal hourly rates for the time we expend in connection with such response and to reimburse us for all of our out-of-pocket costs (including applicable GST) incurred.

### **Termination**

Management acknowledges and understands that failure to fulfill its obligations as set out in this engagement letter will result, upon written notice, in the termination of the Engagement.

Either party may terminate this agreement for any reason upon providing written notice to the other party [*not less than 30 calendar days before the effective date of termination*]. If early termination takes place, Town of Onoway shall be responsible for all time and expenses incurred up to the termination date.

If we are unable to complete the audit or are unable to come to a conclusion on the financial statements, we may withdraw from the audit before issuing an auditor's report, or we may issue a denial of assurance on the financial statements. If this occurs, we will communicate the reasons and provide details.

### **Not Liable For Any Failures or Delays Beyond Our Control**

We will use all reasonable efforts to complete the engagement as described in this letter within the agreed-upon time frames. However, we shall not be liable for failures or delays in performance that arise from causes beyond our control, including the untimely performance by your company of its obligations.

### **Metrix privacy**

The privacy and security of the personal information you provide is important to us. We strive to ensure the strictest compliance with all applicable provincial and federal standards of protection and disclosure of personal information by any and all of our employees, agents, divisions and/or affiliates. You may review our privacy policy at [www.metrixgroup.ca](http://www.metrixgroup.ca). We will not collect, use, or disclose any of your personal information without your knowledge and consent, or as may be required by law or our profession's Rules of Conduct.

By signing this engagement letter you agree that for the purposes of this engagement, Metrix Group LLP may collect, use, and disclose personal information in accordance with our privacy policy. You also agree that Metrix Group LLP may collect and use personal information from you for the purposes of providing other services or informing you of other opportunities from time to time. Personal information that is not relevant to the purposes of this engagement or any other matters will not be disclosed to anyone for any reason without your further prior consent.

### **Metrix working papers**

Metrix Group LLP owns all working papers and files, other materials, reports and work created, developed or performed during the course of the engagement, including intellectual property used in the preparation thereof. We will provide management with a copy of all practitioner-prepared working papers necessary for the company's accounting records. Metrix Group LLP may develop software, including spreadsheets, documents, databases, and other electronic tools, to assist us with our assignment. As these tools were developed specifically for our purposes and without consideration of any purpose for which the company might use them, any such tools provided to the company, are made available on an "as is" basis only and should not be distributed to or shared with any third party.

### **Conclusion**

This engagement letter includes the relevant terms that will govern the Engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties.

The arrangements outlined in this letter will continue in effect from year to year unless changed by either party.

If you have any questions about the contents of this letter, please raise them with us. If the services outlined are in accordance with your requirements, and if the above terms are acceptable to you, please sign the attached copy of this letter in the space provided and return it to us. We appreciate the opportunity of continuing to be of service to the Town.

Yours truly,

**METRIX GROUP LLP**  
Chartered Professional Accountants

Acknowledged and agreed to on behalf of Town of Onoway by:

\_\_\_\_\_  
Ms. Jennifer Thompson, Chief  
Administrative Officer

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Mr. Lenard Kwasny, Mayor

\_\_\_\_\_  
Date signed





## Town of Onoway Request for Decision

Meeting:	<b>Council Meeting</b>
Meeting Date:	September 12, 2024
Presented By:	Jennifer Thompson, Chief Administrative Officer
Title:	Branding

### BACKGROUND / PROPOSAL

Onoway is known as the “Hub of the Highways”. A rebrand project commenced in 2024 to present Council with options for an updated logo that is a little more simplistic and current. Incorporating a second color so the logo is not as one dimensional.

Staff have presented a few options to Council to gauge the direction that Council wished to move forward with. The following logo has been provided to Council via email to see if staff were moving in the direction Council wished to go.

### DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES

**CURRENT LOGO**



**PROPOSED LOGO**



This updated logo continues to have the “Hub of the Highways” theme with the highways surrounding Onoway. The vibrant blue represents the horizon that we see as Onoway looks forward to sustainable growth and the growth Onoway will experience when we leverage the connection to the highways. The green represents nature as we are surrounded by a natural rural setting.

The image can be used in branding and promotional items on it’s own or with Onoway and the “Hub of the Highways” tag line. The current logo is difficult to reproduce as it is too detailed for small applications.




**ONOWAY**  
HUB OF THE HIGHWAYS

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

 Follow us on Facebook





**Jennifer Thompson**  
Chief Administrative Officer

-  [cao@onoway.ca](mailto:cao@onoway.ca)
-  780-779-8431
-  Main Office: 780-967-5338
-  Town Office: 4812-51 Street Onoway
-  Box 540 Onoway, AB T0E-1V0



**ONOWAY**  
HUB OF THE HIGHWAYS

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-  [cao@onoway.ca](mailto:cao@onoway.ca)
-  Box 540 Onoway, AB T0E-1V0
-  Town Office: 4812-51 Street Onoway

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Mr. Morgan Maxwell  
Paucek and Lage

August 12, 2024


Dear Mr. Maxwell,

Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat. Duis aute irure dolor in reprehenderit in voluptate velit esse cillum dolore eu fugiat nulla pariatur. Excepteur sint occaecat cupidatat non proident, sunt in culpa qui officia deserunt mollit anim id est laborum.

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Sincerely,

**Jennifer Thompson**  
Chief Administrative Officer

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

Administration is requesting a decision of council to approve the above logo and color scheme or provide further information on the process you wish to follow to integrate a new logo for the Town of Onoway.

Within the new website platform staff are able to insert a one question poll. This question could be posted for two weeks to gauge residents and businesses opinion on the proposed logo. Administration would link this question to Facebook to reach a larger audience.

**COSTS / SOURCE OF FUNDING**

Project funding in 2024 \$3,495

**RECOMMENDED ACTION**

- 1) THAT Council approve the proposed logo for the Town of Onoway.

OR

- 2) THAT Administration create a poll on the Town of Onoway website to gain resident and business input regarding the proposed logo that is open for comment for two (2) weeks AND Administration report to Council the results of the poll at the next regular Council meeting.

**ATTACHMENTS**

None.



## Town of Onoway Request for Decision

Meeting:	<b>Council Meeting</b>
Meeting Date:	September 12, 2024
Presented By:	Jennifer Thompson, CAO
Title:	Royal Canadian Legion Onoway – Town Sponsorship of Veterans Table

### **BACKGROUND / PROPOSAL**

At the May 9, 2024 meeting, Council passed the following motion 152/24:

**MOVED** by Councillor Bridgitte Coninx that the Town sponsor a veterans table at an upcoming Onoway Legion Dinner, in lieu of advertising in the Alberta-NWT Command Legion Military Services Recognition Book.

As per Section 183(1) of the Municipal Government Act (MGA), Deputy Mayor Lisa Johnson abstained from discussion and voting on Motion 152/24 as she is an Onoway Legion board member.

**CARRIED**

Administration has reached out to the Legion for details of the Royal Canadian Legion Branch 132 Onoway initiative to sponsor a Veterans' Table at a Friday night dinner and discussed such sponsorship with Ruth Mickle of the Legion. The next dates of dinners with sponsorship possibilities available are in early 2025.

### **DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES**

The Legions Veterans' Table is an initiative of the Legion to provide three Veterans and/or First Responders (each with a guest) with a free dinner. The sponsor pays for the cost of six meals total and the attending Veterans and/or First Responders are honoured and introduced. The invitation of the guests is coordinated by Ruth Mickle of the Legion. Council demonstrates their support for Veterans and First Responders by supporting this undertaking by the Legion. It's a modest contribution and the sponsorship is acknowledged in advertising and during the dinner.

### **STRATEGIC ALIGNMENT**

Service Excellence

### **COSTS / SOURCE OF FUNDING**

6 meals x \$25.00 = \$150.00

2-11-00-514 – Public Relations/Promotions

### **RECOMMENDED ACTION**

THAT Council request Administration to arrange sponsorship in the amount of \$150.00 for the Veterans Table for the Legion in early 2025.

**ATTACHMENTS** - none



## Town of Onoway Request for Decision

Meeting:	<b>Council Meeting</b>
Meeting Date:	September 12, 2024
Presented By:	Jennifer Thompson, Chief Administrative Officer
Title:	13 Ways Inc. Mini Session

### **BACKGROUND / PROPOSAL**

The Town of Onoway received an Alberta Community Partnership (ACP) grant in 2023 to foster working relationships locally and regionally. Council chose to partner with 13 Ways Inc and attended a Council Summit Session during the weekend of April 5 & 6, 2024.

13 Ways Inc. has committed to a followup discussion with Council or shortly after the next general election as part of the Council Summit Session, at no additional cost.

### **DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES**

Administration is requesting direction from Council on scheduling a followup mini-session with 13 Ways Inc.

Doug Griffiths has offered a few options.

- 1) Does Council wish to allow the opportunity for after the next general election to set Council up with team building skills early in their term?
- 2) Have a mini-session with 13 Ways Inc. as a checkin from the Council Summit held in April 2024.

As a summary of the session, the following has been compiled.

#### **What is Onoway?**

A small community with little traffic  
Small town feel  
Pride of property ownership  
Potential growth, homey  
Proximity to Edmonton is an advantage

#### **What does Onoway not have?**

Nothing for teens to do  
Lack of growth  
Haven't reached our potential

#### **What is Council Proud of?**

Dedication to community  
Committee work

Centennial Celebration  
New businesses opened  
Moving forward  
Growth and training of staff

**What does Council want to accomplish for the remainder of the term?**

Upgrade Veterans Way & Lac Ste Anne Trail

- Work with owner of the Hotel to reopen.

Trees with twinkle lights

Level garbage cans and weed wack

Flowers

Beautify residences.

Cataloguing the opportunities of the Onoway Region

New brand

Sidewalks fixed

Encourage more retail/service business development

Find a way to get residents excited about the opportunities in Onoway.

If Council schedules a mini-session with 13 Ways Inc Council, available dates will need to be provided in order to coordinate Doug Griffith's schedule.

**COSTS / SOURCE OF FUNDING**

Followup Session is included in initial Council Summit Session.

**RECOMMENDED ACTION**

- 1) Direction provided by Council after deliberations.

**ATTACHMENTS**

NONE.



## Town of Onoway Request for Decision

Meeting:	<b>Council Meeting</b>
Meeting Date:	12 September 2024
Presented By:	Kenneth Brunton
Title:	Economic Development Officer

### **BACKGROUND / PROPOSAL**

Economic development is about finding opportunities and the investment to fit it; however, the town's resources are limited. Prudence would dictate that the town take a more focused approach to economic development. A targeted approach instead of the shotgun that tries everything at once. An initial survey of the town's key resources and features revealed four potential avenues of economic development for consideration.

The council's direction is requested regarding which options should be pursued further.

### **DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES**

1. Hub of the Highways: Onoway's slogan speaks to the idea that the town serves as a travel nexus. Multiple highways pass within proximity of the town including 37, 777, 43, 16, 33, 633, and 642. Traditionally, a strong transportation network appeals to industries like logistics, manufacturing, and wholesale trade. However, these industries have little or no presence within the town. A contradiction which suggests that Onoway's particular combination of highways and location on that travel network are not of value to potential businesses. Further research would be required to identify what additional amenities, if any, the town would need to provide to entice businesses that value strong transportation networks.
2. Agriculture Centre: The old grain elevator owned by Onoway Feed & Seed speaks to Onoway's history as an anchor of local agriculture. Today, agriculture-related businesses represent a small portion of the town's economy. Surrounded by broad stretches of farmland, it is expected that Onoway will continue to be home for agricultural businesses for the foreseeable future. However, that same farmland has been undergoing an increased rate of subdivision and decreased farm use, so room to expand is limited. Agriculture is increasingly reliant on technology. Attracting businesses focused on new agriculture technology are likely to yield the most opportunities but would require significant inducements.
3. Tourism: Outside the ice arena, Onoway's largest attractions are event based. Events like Heritage Days provide a temporary boost to the local economy but have limited long term impact. Onoway acts as a staging area for many parts of the Lac Ste Anne and sees indirect benefits to increased tourism on the lake.

Options exist to work with businesses in the region including Cattlac Ranch, Devil's Lake MX, and Eden North Skydiving. They represent on-going attractions that with an appropriate relationship can drive accommodations and hospitality business in the local economy. However, the overall impact may be limited as the tourism industry represents a small portion of the Alberta GDP and employment. A significant promotional effort would be required and efforts would be contingent upon the participation of a few key businesses.

4. Service and Retail: These two industries represent over 80% of Onoway's local businesses even though they represent 15% of the Alberta GDP and employment. This oversized representation is attributable to the population of Onoway and the surrounding area. Population growth fuels increases sales in both the service and retail industry. The county's population has increased 6% in the last five years and its municipal development plan calls for increased subdivision around Onoway. However, the land available for residential development in Onoway is limited. The rising house prices in the town also suggest that the demand for housing exceeds the available supply. An increased supply of vacant residential land and construction related businesses will be needed. A coordinated approach with Lac Ste Anne County will likely yield better results.

## **STRATEGIC ALIGNMENT**

A focused and clear economic strategy that communicates what the town has to offer potential residents and businesses is consistent with the following objectives identified in the Town strategic plan.

### **Economic and Business Growth**

- Support and enable the new economic development committee
- Develop a marketing strategy and action plan that focuses on business retention, growth, and attraction of new businesses to Onoway.
- Create Strategies that continue to make Onoway a sustainable, connected, healthy community that is a good place to live and situate a business.
- Highlight the positive benefits of locating a business in Onoway through marketing and engagement with the current and potential business community.

### **Financial Sustainability**

- Encourage positive residential and business growth to add to our tax base and promote financial sustainability.
- Foster relationships with regional neighbours that benefit and build up all partnerships.

## **COSTS / SOURCE OF FUNDING**

N/A



## RECOMMENDED ACTION

Onoway's economic development strategy will focus on the service and retail industries with a lesser but parallel focus on residential growth, construction and tourism.

1. **Branding:** While factually true, Hub of the Highways speaks to a manufacturing town and a trade nexus. In reality, Onoway is the service hub of a growing local community. A community that values small town and rural living set in a beautiful landscape of hills and lakes. Branding should focus on making this appeal to potential residents or businesses looking for an up-and-coming community. This same appeal can also pay homage to the history of Onoway, which offers its own distinct value. Clear and concise messaging about the town's value needs to be formalized prior to promotion.
2. **New Residents:** Promotional efforts to attract new residents to the region should happen in conjunction with Lac Ste Anne County. A new resident in the east end of the county will have as much potential impact on Onoway's economy as a new resident of Onoway. Inquiries with recently new residents of the Town may offer insights into how they learned of the town and chose to live here. Town amenities including the educational facilities and the soon-to-be completed fiber optic network.
3. **Construction:** An inventory of businesses in the Onoway region that support construction will help identify gaps for new businesses. Network opportunities for construction businesses may entice partnerships and home starts. Lac Ste Anne County has a number of small businesses founded and operated by local tradespeople who are ready to make the leap to larger construction projects. Town plans and bylaws for new developments should be streamlined and made predictable for potential developers. The capacity of local utilities should be identified to provide potential developers with necessary information for them to evaluate projects.
4. **Buy Local:** A promotional campaign centred around local service and retail businesses will help drive increased sales from residents across the Onoway region. Focus should be given to highlighting the range of services available. This campaign can take many different forms, print, special events, and coordination promotion.
5. **Economic Development & Tourism Committee:** A renewed membership drive will give local businesses a voice and hand in the execution of the economic development strategy of the town. An inclusive approach that shows value is placed on their opinions.
6. **Tourism:** One off connections made between local attractions and Onoway hospitality businesses should be facilitated by the town and county. Where possible, branding of adventure tourism (boating, fishing, horses, motorcross,

and skydiving) should be explored. In addition, continued investment in town attractions and amenities will be valued by tourists, new residents, and current residents.

THAT Council approve an Economic Development Strategy with the following focus:

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_,



## Town of Onoway Request for Decision

Meeting:	<b>Council Meeting</b>
Meeting Date:	September 12, 2024
Presented By:	Jennifer Thompson, Chief Administrative Officer
Title:	Expenditures Related to Recall Petition

### **BACKGROUND / PROPOSAL**

Members of Council were subject to a recall petition that ended June 17, 2024. Administration was required to allocate time to this process to ensure legislative compliance. Council requested that Administration provide a report on the costs of the recall petition process.

### **DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES**

Administration met with the representative for the recall petitions prior to the submission to clarify legislation to ensure compliance. This required multiple meetings as the handbook was not clear and was not completely accurate in ensuring that all legislation was addressed. The representative was not clear that that there needed to be a petition for each member of Council they wished to apply the recall legislation to. The representative also needed to be an individual and an elector of the municipality not a group. After discussing with Advisory Services, Municipal Affairs, their advice was to seek legal advice. The cost of Legal fees was \$4,807.50 as legal counsel needed to review legislation and advise administration on legislation. The handbook and affidavits provided by Municipal Affairs were incomplete so interpreting legislation to ensure compliance was required.

Additionally, Administration had to create website content with information and research legislation and what other municipalities subject to recall legislation had published. Administration also received many inquires from residents on the process. Staff created an information bulletin in the "Did you know?" format to provide clarification on legislation. Questions that arose from residents were not clear in the applicable legislation. Municipal Affairs advised where they were able however again, legal counsel needed to be consulted.

Once the recall petitions were submitted, Administration was required to validate the petitions to ensure compliance and return the valid petitions in a set amount of time.

Administration also engaged the services of Springer Voting as the reconciling of petitions is similar to election procedures and there was no process other than the legislative requirements. Administration met with Reanne Springer to create a process for determining valid signatures. The cost for the preparation of this process was \$517.65

The total administrative time to complete this process was about 54 hours from April to June. There was correspondence to send after Administration received notice that the recall petitions were being withdrawn. While notice was received, the information contained in the notice was not sufficient for Administration to accept therefore had to ensure that the signature collection period for submission of the petitions had expired.

While this is a duty of administration the true cost of the recall petition process is hard to estimate as the time spent on the flawed process through Municipal Affairs and legislation, that is now being updated and revised is difficult to determine. The time needed to attend to this matter shifted focus from other municipal priorities and cannot be measured.

Administration had the opportunity to meet with Gary Sandberg, Assistant Deputy Minister, Municipal Services Division, Municipal Affairs, to discuss the challenges faced and flaws in the process. This meeting was held virtually on August 12, 2024. Mr. Sandberg appreciated input that may help ensure legislation will be more robust in regard to recall petitions.

Legislation is currently under review and the recall petition process will be removed from the municipal level to the provincial level.

**STRATEGIC ALIGNMENT**

Good governance  
Transparency

**COSTS / SOURCE OF FUNDING**

Used existing budgets for Legal Expense and Admin – Contract

**RECOMMENDED ACTION**

THAT Council accept the information presented in the Recall Petition expenditures report.

**ATTACHMENTS – NONE.**



## Town of Onoway Request for Decision

Meeting:	<b>Council Meeting</b>
Meeting Date:	September 12, 2024
Presented By:	Gino Damo, Director of Corporate and Community Services
Title:	Canada Community-Building Fund (CCBF) Memorandum of Agreement

### **BACKGROUND / PROPOSAL**

The Canada Community-Building Fund (CCBF) started in 2005 as the Federal Gas Tax Fund (GTF) and was originally designed to provide predictable and stable funding to municipalities across Canada for various infrastructure capital projects. The federal government provides CCBF funding to the province of Alberta.

In 2021, the program name was changed to CCBF and as per the Canada Community-Building Fund website, "*The federal Canada Community-Building Fund (CCBF) provides predictable, long-term, stable funding for local governments to help build and revitalize public infrastructure while creating jobs, addressing housing challenges, and fostering long-term prosperity.*"

### **DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES**

Recently, Administration received the attached CCBF Memorandum of Agreement (MOA) from the Government of Alberta. Upon review, there are changes to the program below that impact the Town of Onoway:

- Starting in 2024, all eligible local governments receive a base funding amount (\$50,000 for most communities; \$5,000 for summer villages), with the remaining federal funding distributed on a per capita basis. In the past, funding was distributed on a per capita basis with each community guaranteed a minimum of \$50,000 (although summer villages received a base funding amount). This change ensures local governments benefit from any increases to federal CCBF funding over the course of the administrative agreement.
- Annual reporting requirements on project outcomes in addition to expenditure and project status.
- A revised payment condition that requires financial reporting to be certified prior to payment of CCBF funding.
- A federal requirement for local governments to maintain a distinct bank account for CCBF funding.

- Introduction of CCBF spending restrictions for local governments with infrastructure management challenges, in alignment with the restrictions under the Local Government Fiscal Framework program.

The term of the new agreement will come into effect from April 1, 2024, to March 31, 2034. The previous agreement was a 10-year agreement that covered the 2014-15 to 2023-24 period and expired in March 2024.

Administration has reviewed the MOA and recommends that Council approve the CCBF MOA.

The 2024 CCBF allocation is \$106,276.

### **STRATEGIC ALIGNMENT**

Financial Sustainability

### **COSTS / SOURCE OF FUNDING**

N/A

### **RECOMMENDED ACTION**

- THAT Council approve the Canada Community-Building Fund Memorandum of Agreement.
- OR some other direction as given by Council at meeting time.

### **ATTACHMENTS**

- Proposed Canada Community-Building Fund Memorandum of Agreement.
- 2024 CCBF Allocation Letter.

**CANADA COMMUNITY-BUILDING FUND**

**MEMORANDUM OF AGREEMENT**

BETWEEN:

**HIS MAJESTY IN RIGHT OF ALBERTA**, as  
represented by the Minister of Municipal Affairs  
(hereinafter called the “**Minister**”)

**AND**

**THE TOWN OF ONOWAY** in the Province of Alberta  
(hereinafter called the “**Local Government**”)

(Collectively, the “**Parties**”, and each a “**Party**”)

**WHEREAS** the Government of Canada, as represented by the Minister of Housing, Infrastructure and Communities (“**Canada**”) and the Minister, have, under a separate Administrative Agreement, agreed to administer the Canada Community-Building Fund (“**CCBF**”) program for Local Governments in Alberta to help communities build and revitalize their public infrastructure; and

**WHEREAS** Canada and the Minister wish to help communities build and revitalize their public infrastructure that supports national objectives of productivity and economic growth, a clean environment and strong communities; and

**WHEREAS** under the *Ministerial Grants Regulation*, Alta Reg 215/2022 the Minister is authorized to make grants and enter into agreements with respect to any matters relating to the payment of grants.

**NOW THEREFORE** in consideration of the mutual terms and conditions hereinafter specified,  
**THE PARTIES AGREE AS FOLLOWS:**

**A. Definitions**

1. In this Agreement,
  - (a) “**Administrative Agreement**” means the Administrative Agreement on the Canada Community-Building Fund effective as of April 1, 2024, between Canada and the Minister, as may be amended from time to time.
  - (b) “**Agreement**” means this funding agreement between the Parties, which may, from time to time, be amended by the Parties.
  - (c) “**Application**” has the meaning ascribed to such term in the Program Guidelines.
  - (d) “**Canada Community-Building Fund**” (**CCBF**) means the program established under section 161 of the *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, as the Gas Tax Fund and renamed the Canada Community-Building Fund in section 199 of *Budget Implementation Act, 2021, No. 1*.

- (e) **“CCBF Funding”** means all CCBF funding received by the Minister from Canada as well as any funding received by the Minister from Canada under the Previous Agreements.
- (f) **“Contract”** means an agreement between the Local Government and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.
- (g) **“Credit Items”** has the meaning ascribed to such term in the Program Guidelines.
- (h) **“Eligible Expenditures”** means those expenditures described as eligible in the Program Guidelines.
- (i) **“Eligible Projects”** means projects as described in the Program Guidelines.
- (j) **“Funding”** means funds made available by the Minister to the Local Government under this Agreement, to be used solely for Eligible Expenditures, and includes any earned interest on the said funds that may be realized by the Local Government as a result of holding or investing any or all of the funds, as well as any Unspent Funds and Credit Items held by a Local Government.
- (k) **“Housing Needs Assessment”** means a report informed by data and research describing the current and future housing needs of a Local Government or community according to guidance provided by Canada.
- (l) **“Previous Agreements”** means any agreements between Canada and the Minister for the purposes of administering the Gas Tax Fund or CCBF, including but not limited to the 2005-2015 New Deal for Cities and Communities, the 2009-2013 Federal Gas Tax Fund, and the 2014-2024 Federal Gas Tax Fund.
- (m) **“Program Guidelines”** means, unless the context requires otherwise, the *Canada Community-Building Fund Program Guidelines* or such other guidelines or directions applicable to the CCBF program as prescribed or determined by the Minister and as may be amended from time to time.
- (n) **“Third Party”** means any person or legal entity, other than Canada, the Government of Alberta or a Local Government, who participates in the implementation of an Eligible Project by means of a Contract.
- (o) **“Unspent Funds”** means GTF Funding (as defined in the former Gas Tax Fund Memorandum of Agreement between the Minister and the Local Government dated effective as of April 1, 2014) that has not been reported as spent by the Local Government as of December 31, 2023.

## **B. Funding**

2. The Minister agrees to provide Funding to the Local Government in accordance with the Administrative Agreement and the Program Guidelines, and subject to the following:
  - (a) the Parties will execute this Agreement and the Local Government will return an executed Agreement to the Minister;
  - (b) the Minister’s receipt of an annual Statement of Priorities letter from Canada confirming the CCBF Funding amount for the Province of Alberta;
  - (c) receipt by the Province of CCBF Funding from Canada;
  - (d) Alberta Treasury Board approval of cash-flow and funds;



- (e) submission of sufficient Applications by the Local Government in accordance with the Program Guidelines;
- (f) completion of reporting requirements by the Local Government as outlined in the Program Guidelines;
- (g) adherence to the communication and signage requirements by the Local Government as outlined in the Program Guidelines;
- (h) compliance by the Local Government with any other payment conditions outlined in the Program Guidelines;
- (i) compliance by the Local Government with all requirements and obligations assigned to the Local Government in the Administrative Agreement, including but not limited to the requirements in Annex B, Schedule A of the Administrative Agreement; and
- (j) compliance by the Local Government with all other terms of this Agreement and the Program Guidelines.

**C. Local Government Responsibilities**

3. The Local Government will:

- (a) Provide the Minister with an Application for each Eligible Project to be initiated under the CCBF;
- (b) Provide the Minister with annual financial statements;
- (c) Provide the Minister with the required financial and outcome reporting documentation in accordance with the Program Guidelines;
- (d) If the Local Government has a population of 30,000 or more as specified in the Program Guidelines, provide the Minister with a Housing Needs Assessment prepared in accordance with the guidance documents provided by Canada;
- (e) If the Local Government has a population of 30,000 or more as specified in the Program Guidelines, provide the Minister with project-level data on housing requirements in accordance with the Program Guidelines;
- (f) Be responsible for the completion of each Eligible Project in accordance with the Program Guidelines;
- (g) Comply with all program reporting, communications, and housing outcomes requirements as outlined in the Program Guidelines;
- (h) Continue to develop and implement asset management strategies and plans for the assets under their control and make use of these plans to inform community infrastructure decision-making;
- (i) Invest, in a distinct account, the Funding if received in advance of paying Eligible Expenditures;
- (j) With respect to Contracts, award and manage all Contracts in accordance with the Program Guidelines;
- (k) Invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project;

- (l) Allow the Minister reasonable and timely access to all of its documentation, records and accounts and those of their respective agents or Third Parties related to the use of the Funding, and all other relevant information and documentation requested by the Minister or Canada via the Minister or its designated representatives for the purposes of audit, evaluation, and ensuring compliance with the Administrative Agreement;
- (m) Keep proper and accurate accounts and records in respect of all Eligible Projects for at least six (6) years after completion of the Eligible Project and, upon reasonable notice, make them available to the Minister. Keep proper and accurate accounts and records relevant to the CCBF program for a period of at least six (6) years after the termination of the Administrative Agreement;
- (n) Comply with all requirements and obligations assigned to the Local Government in the Administrative Agreement, including but not limited to the requirements in Annex B, Schedule A of the Administrative Agreement; and
- (o) Provide any other information requested by the Minister in relation to this Agreement or the Funding,

and where the Program Guidelines prescribe a format for any of the requirements set out above, consistent with such format requirements.

4. The Local Government agrees to:
  - (a) accept the Funding provided under this Agreement subject to; and
  - (b) comply with,
 all criteria, items, terms and conditions contained in the Program Guidelines.
5. The Local Government agrees that it may not use the Funding, or claim any other compensation, for its costs, expenses, inconvenience, or time expended, in relation to the administration of the Funding or the administration of this Agreement.
6. The Local Government acknowledges that the Funding provided under this Agreement is not a commitment to fund all potential Eligible Project costs. The Local Government is responsible for ensuring suitable financing is in place for each Eligible Project.
7. The Local Government agrees to allow the Minister or persons authorized by the Minister access to each Eligible Project site upon request.

**D. Termination of Agreement**

8. The Minister may terminate this Agreement by notifying the Local Government in writing on two (2) years notice. Upon termination under this Clause 8, or upon expiry of this Agreement under Clause 19:
  - (a) the Local Government may use any unexpended portion of the Funding which prior to termination or expiry was formally committed to the Local Government in accordance with the Program Guidelines, regardless of whether such Funding has yet been paid to the Local Government, and
  - (b) all provisions of this Agreement will continue to apply to the Funding in (a), as though the Agreement had not terminated or expired,

until the date(s) that the applicable time limit(s) to use the Funding as outlined in the Program Guidelines have expired, or until such earlier date as may be determined by the

Minister. Thereafter, any portion of the Funding in (a) which remains unexpended shall be returned to the Minister within thirty (30) days following the Local Government's submission of final reporting documents in accordance with the Program Guidelines.

**E. Debt to the Crown**

9. If the Local Government owes an amount to the Crown in right of Alberta, the Minister may deduct from the Funding all or a portion of the amount owing.

**F. Repayment of Funding**

10. If the Local Government does not meet all its obligations under this Agreement, or uses the Funding for any unauthorized purpose, the Minister will notify the Local Government of such breach in writing and the Local Government must remedy such breach within a reasonable time in the Minister's sole discretion as so stated in the notice. If, in the opinion of the Minister, the Local Government does not remedy the breach, the Minister may require the Local Government to repay all or part of the Funding, or such lesser amount as the Minister may determine, to the Minister, or the Minister may deduct from the Local Government's future Funding all or a portion of the amount owing.

**G. Local Government Indemnity and Insurance**

11. The Local Government will not, at any time, hold the Government of Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that they, Third Parties or any other person or entity may suffer in relation to any matter related to the Funding or an Eligible Project and that they will, at all times, compensate the Government of Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to the Funding or an Eligible Project.
12. The Local Government will indemnify and hold harmless the Minister and their employees and agents against and from any third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Local Government is legally responsible in relation to the subject matter of this Agreement, including those arising out of negligence or willful acts by the Local Government or its employees, officers, contractors or agents.
13. The Local Government will ensure that it maintains suitable insurance coverage including but not limited to liability insurance with appropriate terms and limits for any Eligible Project and, when applicable, property insurance on an "all risk" basis covering the Eligible Project for replacement cost.

**H. Independent Status**

14. The Local Government is an independent legal entity and nothing in this Agreement is to be construed as creating a relationship of employment, agency or partnership between the Minister, Canada, or any affiliated government department and the Local Government. Neither Party will allege or assert for any purpose that this Agreement constitutes or creates a relationship of employment, partnership, agency or joint venture.
15. Any persons engaged by the Local Government to provide goods and services in carrying out this Agreement are employees, agents or contractors of the Local Government and not of the Minister, Canada, or any affiliated government department.

## **I. Conflicts**

16. The Local Government will not enter into any other agreement, the requirements of which will conflict with the requirements of this Agreement, or that will or may result in its interest in any other agreement and this Agreement being in conflict.
17. The Local Government will ensure that the Local Government and its officers, employees and agents:
  - (a) conduct their duties related to this Agreement with impartiality and will, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality to question;
  - (b) not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
  - (c) have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this Agreement,

and the Local Government will promptly disclose to the Minister any such conflict of interest or apparent conflict of interest arising under this clause.

## **J. Freedom of Information and Protection of Privacy**

18. The Local Government acknowledges that this Agreement may be subject to disclosure pursuant to the *Freedom of Information and Protection of Privacy Act (Alberta)* (“**FOIP**”). The Local Government further acknowledges that FOIP applies to information obtained, related, generated, collected or provided to the Minister under this Agreement and that any information in the custody or under the control of the Minister may be disclosed.

## **K. General Provisions**

19. This Agreement will come into effect April 1, 2024, and will be in effect until March 31, 2034, unless terminated in accordance with this Agreement.
20. The Parties may amend this Agreement only by mutual written agreement signed by the Parties. Notwithstanding the foregoing, the Minister may, upon thirty (30) days written notice to the Local Government, unilaterally amend this Agreement when the Minister considers it necessary to comply with any amendments to the Administrative Agreement.
21. This Agreement is the entire agreement between the Minister and the Local Government with respect to the Funding. There are no other agreements, representations, warranties, terms, conditions, or commitments except as expressed in this Agreement.
22. Notwithstanding any other provisions of this Agreement, those clauses of this Agreement which by their nature continue after the conclusion or termination of this Agreement will continue after such conclusion or termination, including without limitation clauses:
  - (a) Local Government Responsibilities – Clauses 3 to 7;
  - (b) Termination of Agreement – Clause 8;
  - (c) Repayment of Funding – Clause 10;
  - (d) Local Government Indemnity – Clauses 11 and 12;

- (e) Freedom of Information and Protection of Privacy – Clause 18; and
- (f) Entire Agreement – Clause 21.

23. Any notice, approval, consent or other communication under this Agreement will be deemed to be given to the other Party if it is in writing and personally delivered, sent by prepaid registered mail, couriered or emailed to the addresses as follows:

The Minister:

c/o Director, Grant Program Delivery  
Municipal Affairs  
15<sup>th</sup> Floor Commerce Place  
10155 - 102 Street  
Edmonton AB T5J 4L4  
Email: ma.ccbfgrants@gov.ab.ca

Local Government:

Town of Onoway  
PO Box 540  
Onoway, AB T0E 1V0  
Attention: Chief Administrative Officer  
Email: cao@onoway.ca

Either Party may change its contact information by giving written notice to the other in the above manner.

24. This Agreement does not replace, supersede, or alter the terms of any other existing funding agreement between the Minister and the Local Government. Notwithstanding the foregoing, upon execution of this Agreement the Funding will be subject to the terms and conditions of this Agreement and will no longer be governed by the terms and conditions of the former Gas Tax Fund Memorandum of Agreement between the Minister and the Local Government dated effective as of April 1, 2014.
25. Nothing in this Agreement in any way relieves the Local Government from strict compliance with any other provincial legislation or regulation, or otherwise impacts the interpretation or application of the *Ministerial Grants Regulation*, Alta Reg 215/2022, as amended from time to time.
26. The rights, remedies, and privileges of the Minister under this Agreement are cumulative and any one or more may be exercised.
27. If any portion of this Agreement is deemed to be illegal or invalid, then that portion of the Agreement will be deemed to have been severed from the remainder of the Agreement and the remainder of the Agreement will be enforceable.
28. This Agreement is binding upon the Parties and their successors.
29. This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the Parties submit to the jurisdiction of the courts of Alberta for the interpretation and enforcement of this Agreement.

30. The Local Government represents and warrants to the Minister that the execution of the Agreement has been duly and validly authorized by the Local Government in accordance with all applicable laws.
31. The Local Government will not assign, either directly or indirectly, this Agreement or any right of the Local Government under this Agreement.
32. A waiver of any breach of a term or condition of this Agreement will not bind the Party giving it unless it is in writing. A waiver which is binding will not affect the rights of the Party giving it with respect to any other or any future breach.
33. Time is of the essence in this Agreement.

**This space left intentionally blank.**

34. Communication of execution of this Agreement e-mailed in PDF format will constitute good delivery.

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

**HIS MAJESTY IN RIGHT OF ALBERTA**, as represented by the Minister of Municipal Affairs

Signed by the  
Minister of Municipal Affairs  
of the Province of Alberta

Per:   
Name: Ric McIver  
Title: Minister of Municipal Affairs  
Date: August 26, 2024

**LOCAL GOVERNMENT**

Signed by a duly  
authorized representative  
of the Local Government

Per: \_\_\_\_\_  
Name of Local Government:  
  
Name of signatory:  
  
Title:  
  
Date:

Signed by a duly  
authorized representative  
of the Local Government

Per: \_\_\_\_\_  
Name of Local Government:  
  
Name of signatory:  
  
Title:  
  
Date:



ALBERTA  
MUNICIPAL AFFAIRS

*Office of the Minister  
MLA, Calgary-Hays*

AR115493

July 23, 2024

His Worship Lenard Kwasny  
Mayor  
Town of Onoway  
PO Box 540  
Onoway AB T0E 1V0

Dear Mayor Kwasny:

I am pleased to announce that Canada and Alberta have signed an agreement renewing the Canada Community-Building Fund (CCBF) to March 31, 2034. I can also confirm that Alberta will receive \$265 million in funding in 2024 under the newly negotiated CCBF agreement. This partnership between the province and the federal government will help ensure local governments in Alberta can continue to make needed investments in local infrastructure.

To that end, I am happy to confirm the allocation amounts to your community for the CCBF program. For the Town of Onoway, the 2024 CCBF allocation is \$106,276.

Payments to local governments are anticipated to flow by the end of summer, as communities meet the payment criteria.

CCBF 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).

Your community's allocation reflects an updated allocation formula under the CCBF agreement, which ensures base funding for all local governments, with the remainder of funds allocated on a per capita basis.

In addition, the renewed CCBF agreement involves several other changes, including to local government reporting and new housing-related reporting requirements for larger local governments. Municipal Affairs will share the updated CCBF program guidelines reflecting these changes as soon as possible.

.../2

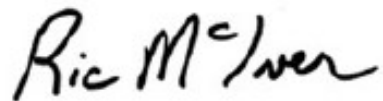


- 2 -

The department will also be providing a Memorandum of Agreement for the renewed CCBF. Execution of this agreement is a condition to receive your community's 2024 CCBF allocation.

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

Sincerely,

A handwritten signature in black ink that reads "Ric McIver". The signature is written in a cursive, slightly slanted style.

Ric McIver  
Minister

cc: Jennifer Thompson, Chief Administrative Officer, Town of Onoway



## Town of Onoway Request for Decision

Meeting:	<b>Council Meeting</b>
Meeting Date:	September 12, 2024
Presented By:	Gino Damo, Director of Corporate and Community Services
Title:	2025 ATCO Gas Franchise Fee

### BACKGROUND / PROPOSAL

The definition of a Natural Gas Franchise fee taken directly from the ATCO website is as follows:

*“Municipal franchise fee is collected for the municipality for the exclusive right to provide gas distribution service to the residents and businesses located in the municipality as well as the right to use the municipality’s property for the construction, operation and extension of our gas distribution system.” (ATCO Gas website)*

During the September 14, 2023, Council meeting, Council made the following Motion #260/23 regarding setting the 2024 ATCO Gas Franchise fee.

**Motion #260/23** | **MOVED** by Mayor Lenard Kwasny that Council approve setting the 2024 ATCO Gas Franchise fee at 10.50% for the year 2024, which is an increase of 0.50%.

**CARRIED**

On August 28, 2024, Administration received the attached 2025 franchise fee forecast letter. The letter states that the 2025 forecasted Delivery Tariff revenue is \$422,133. Based on the current rate of 10.50%, the 2025 forecasted franchise fee revenue the Town would receive is \$44,324.

### DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES

Administration received a letter on August 7, 2024, stating that the gas distribution franchise agreement for Onoway, which is current and valid, must be reviewed and re-approved by the Alberta Utilities Commission (AUC) before March 17, 2025, or the agreement will terminate.

Additionally, AUC has established a special process to approve all existing current and valid gas distribution franchise agreements before the above deadline. To qualify for this process, no changes may be made to the previously approved franchise terms including the existing franchise fee. As such, Administration recommends that the natural gas franchise fee rate remain at the current rate of 10.50% for 2025.

The natural gas franchise fee rate of 10.50% will yield a forecasted franchise fee revenue of \$44,324 in 2025.

It is important to note that the above information applies to the natural gas franchise fee and not the electricity franchise fee.

**STRATEGIC ALIGNMENT**

Financial Sustainability  
Good Governance

**COSTS / SOURCE OF FUNDING**

2025 operating budget.

**RECOMMENDED ACTION**

That Council approve that the 2025 ATCO Gas Franchise fee remain at the current rate of 10.50% for 2025.

**ATTACHMENTS**

- ATCO Natural Gas Franchise Fee Letter August 28, 2024.
- ATCO Gas Distribution Franchise Agreement Review Letter August 7, 2024.

August 28, 2024

Town of Onoway  
 PO Box 540  
 Onoway, AB, T0E 1V0

**Attention: Jennifer Thompson, Chief Administrative Officer**

**Re: Natural Gas Franchise Fee Estimate for 2025 - Onoway**

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As per the Natural Gas Distribution System Franchise Agreement between ATCO Gas and Pipelines Ltd. (ATCO) and the Town of Onoway, ATCO pays the Town of Onoway a franchise fee. The franchise fee is collected from gas customers within Onoway and is calculated as a percentage of ATCO’s revenue derived from the delivery tariff.

The franchise agreement requires that we provide ATCO’s total revenues derived from the delivery tariff within Onoway for 2023 and an estimate of total revenues to be derived from the delivery tariff within Onoway for 2025. The chart below provides this information as well as an estimate of your franchise fee revenue for the 2025 calendar year.

ATCO’s Delivery Tariff Revenue in 2023	ATCO’s Estimated Delivery Tariff Revenue for 2025	Your Current Franchise Fee Percentage	Your Estimated Franchise Fees for 2025
\$357,590	\$422,133	10.50%	\$44,324

Please note that the estimated delivery tariff revenue for 2025 can be impacted by changes in customer operations and weather. Additionally, ATCO has utilized forecast 2025 delivery rates, however, they have not yet been approved by the Alberta Utilities Commission. ATCO commits to providing updated franchise fee revenue forecasts at a future date should there be material impacts related to any update of these forecast assumptions.

Under the franchise agreement, the Town of Onoway has the option of changing the franchise fee percentage for 2025. If you are considering changing the franchise fee in 2025, please contact us as soon as possible to learn about the process. We will guide you through the process and will file an application with the Alberta Utilities Commission (AUC) for approval. A request to change the franchise fee must be made in writing and must be received by ATCO on or before October 15<sup>th</sup>, 2024.

We trust you will find this information useful. Should you have any questions or require anything further, please do not hesitate to contact me at [Chance.Herring@atco.com](mailto:Chance.Herring@atco.com).

Yours truly,



**Chance Herring**  
 Senior Manager, Edmonton Region Field Operations  
 ATCO Gas & Pipelines Ltd.

August 7, 2024

Town of Onoway  
PO Box 540  
Onoway, AB, T0E 1V0

**Attention: Jennifer Thompson, Chief Administrative Officer**

**Re: Impacts of New Provincial Legislation on Your Gas Distribution Franchise Agreement  
Time-Sensitive and Action Required**

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As you may be aware, the Government of Alberta's *Utilities Affordability Statutes Amendment Act, 2024*,<sup>1</sup> (the "Act") became law when it received Royal Assent on May 16, 2024. The Act makes several changes to various statutes governing franchise agreements. One of these changes affects the gas distribution franchise agreement you have with ATCO Gas and Pipelines Ltd. ("ATCO"):

- Section 49(5) of the *Gas Utilities Act* now states that a franchise granted by a municipality to an owner of a gas utility that has not been approved by the AUC after the coming into force of this subsection will terminate 270 days after the coming into force of that subsection.

This means that your gas distribution franchise agreement for Onoway, which is current and valid, must be reviewed and re-approved by the Alberta Utilities Commission ("AUC") before March 17, 2025, or it will terminate by operation of law on that date. If it is terminated, all benefits provided under the agreement will end, including the payment of franchise fees to your municipality.

In response to this new legislation, the AUC has established a special process<sup>2</sup> to efficiently approve all existing current and valid gas distribution franchise agreements that are compliant with the new legislation before the March 2025 deadline. **To qualify for this special process, no changes may be made to the previously approved franchise terms, including the expiry date and the existing franchise fee.** As

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<sup>1</sup> *Utilities Affordability Statutes Amendment Act, 2024*, SA 2024, c 8; [www.alberta.ca/making-utility-bills-more-affordable](http://www.alberta.ca/making-utility-bills-more-affordable)

<sup>2</sup> <https://media.auc.ab.ca/prd-wp-uploads/News/2024/Bulletin%202024-12.pdf>

part of this special process, ATCO is required to submit information pertaining to your franchise agreement to the AUC at the end of this year, for its review and approval.

We require your collaboration with respect to certain aspects of the re-approval process, including (1) advertising your franchise agreement to your community using a template we will provide you, (2) recording any feedback from residents, (3) responding to feedback from residents and keeping records of your responses, and (4) providing ATCO with all of that information to submit to the AUC. We understand that this may be inconvenient and an imposition on your resources, but it cannot be avoided due to the changes made by the Act. The attached process document explains what must be done and by when.

Please note that if you think you may want to change your franchise fee rate for the full 2025 calendar year, it is necessary to complete the above-described re-approval process first, by early October, before commencing the franchise fee rate change process. Otherwise, franchise fee rate changes will be processed for an effective date of April 1, 2025, or later.

Thank you for your prompt attention to this matter. If you have any questions or concerns, please reach out to me at your earliest convenience at [Chance.Herring@atco.com](mailto:Chance.Herring@atco.com).

Regards,

*Chance Herring*

**Chance Herring**

Senior Manager, Edmonton Region Field Operations

ATCO Gas and Pipelines Ltd.

**Franchise Agreement Re-Approval Process**  
**(Utilities Affordability Statutes Amendment Act, 2024)**

Step	Action/Event	Responsibility
1	<p><b><u>Contact ATCO</u> At Your Earliest Convenience</b></p> <p>Contact ATCO for a copy of the AUC Notice template, tailored to your community, that you must publish in your local print newspaper with the widest circulation in your community.</p>	Municipality
2	<p><b><u>ATCO Prepares &amp; Sends You the Template</u> Within 7 Days of your Request</b></p> <p>Upon receiving your request, ATCO will tailor the AUC Notice template with information specific to your community.</p>	ATCO
3	<p><b><u>Publish the Notice</u> As Soon As Possible (15 November 2024 at the latest)</b></p> <p>Publish the Notice in your local <b>print</b> newspaper with the widest circulation in your community.</p>	Municipality
4	<p><b><u>Take a Picture of the Ad in the Newspaper</u></b></p> <p>On the day the Notice appears in your local print newspaper, take a photo of the page that the Notice appears on and send the photo to ATCO. A digital scan of the page will also suffice.</p> <p><u>This photo or scan must clearly show the Notice, the name of newspaper, and the date of publication.</u> Text must be legible.</p> <p>This photo (or scan) may be requested by AUC as part of the re-approval process, to prove that the Notice was published and that the public was notified as per AUC requirements.</p> <p>(Continued on next page...)</p>	Municipality

Step	Action/Event	Responsibility
<p><b>5</b></p>	<p><b><u>Wait 2 Weeks, Record Public Feedback and Your Responses to the Public</u></b></p> <p>The public has fourteen days to express any objections, concerns, or support regarding the franchise agreement and the financial impact on them. The public may send their feedback to your municipality, to ATCO, or to the AUC.</p> <p>If you receive any written feedback, please reply to the community member and keep a copy of all communication. If you receive verbal/telephone comments, please make note of the person’s name, the date, and a brief summary of the conversation, including your response.</p> <p>Send copies of all feedback and your replies to ATCO.</p> <p>These communications will be included in the application to the AUC.</p> <p>If no comments are received, then a short email to ATCO saying so is sufficient.</p>	<p><b>Municipality</b></p>
<p><b>6</b></p>	<p><b><u>Application Made to the AUC</u> As Soon As Possible (13 December 2024 at the latest)</b></p> <p>ATCO will submit the information you provide as well as other details about your franchise agreement, as required by the AUC, to the AUC for their review and approval.</p>	<p><b>ATCO</b></p>
<p><b>7</b></p>	<p><b><u>Application Reviewed and Decision Issued</u></b></p> <p>The AUC will review the information submitted. Provided everything is in order, the AUC will then issue a Decision to confirm that your franchise agreement is current, valid and compliant with the new legislation.</p> <p>If you would like a copy of the AUC Decision, please let your ATCO contact know and we will ensure one is sent to you.</p>	<p><b>AUC</b></p>



### **Frequently Asked Questions**

**Question: Why do we have to do this?**

Answer: The Government of Alberta recently changed some laws. As a result, the Alberta Utilities Commission (AUC) must re-approve all existing gas franchise agreements to ensure they are compliant with the changes.

**Question: What happens if we don't do this?**

Answer: Your gas distribution franchise agreement will terminate on March 17, 2025, and all benefits provided under the agreement will end, including the payment of franchise fees to your municipality.

**Question: Why must we advertise a Notice as part of this re-approval process?**

Answer: The AUC requires it.

**Question: Can we make changes to our gas distribution franchise agreement as part of this re-approval process?**

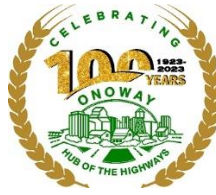
Answer: No. Changes to the franchise agreement can only be made by renewing the franchise agreement. However, renewing a valid and current franchise agreement is not recommended at this time because of the high number of approvals the AUC will be processing in the coming months due to the change in legislation.

**Question: Can we change our franchise fee percentage as part of this re-approval process?**

Answer: No.

**Question: What if we want to change our franchise fee for 1 January, 1 February or 1 March 2025?**

Answer: First, the re-approval process must be completed by early October 2024. Then, we can help you through the franchise fee rate change process. Contact us as soon as possible for further details and to start the process.



# ADMINISTRATION MONTHLY REPORT-

## September 2024

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**COMPLETED BY: Jennifer Thompson, CAO**

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### TASKS

- **Economic Development**

The Town of Onoway has hired a part-time temporary Economic Development Officer. Kenneth Brunton joined our team on August 20<sup>th</sup>. Kenneth is in this position until December 31, 2024. This is in conjunction with the NRED grant that staff were successful in achieving through Council's direction that funds a portion of wages for a new economic development officer position.

- **Council Chambers Renovations**

Renovations commenced September 3<sup>rd</sup> and will be completed in the next 6 weeks. There may be a delay in completing chambers due to furniture arrival timeline. Administration is hoping that Council will not mind one Council meeting in the new chambers with folding tables, until the new furniture arrives. Chambers should be ready for the second meeting in October as well as the Organizational meeting.

- **CN Vegetation Management**

According to the CN weed and vegetation management information on the website, weed control was completed on the Sangudo line on July 25<sup>th</sup>.

- **Meeting with Municipal Affairs – Grant Administration**

Administration has scheduled a meeting with Municipal Affairs Grant administration regarding eligibility for grant projects. The investment in fiber optics network in the Industrial Park is ineligible for grants the town currently receives.

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### UPCOMING

- Joint Use Planning Agreement with Northern Gateway School Division

- Update of Fire Bylaw
- Asset Retirement Obligations Project (starting end of September) working with Associated Engineering.



# **DIRECTOR OF CORPORATE AND COMMUNITY SERVICES MONTHLY REPORT- August 2024**

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**COMPLETED BY:** Gino Damo, Director of Corporate and  
Community Services

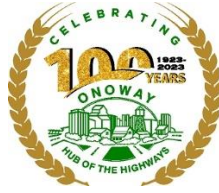
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## **TASKS**

- **Interviewed and onboarded Economic Development Officer job position.**
  - **Meeting with the Town of Calmar on August 21.**
  - **Externally communicate FCSS Onoway Round 2 & 3 and Tri-Village Final Round.**
  - **Drafted and presenting 2025 ATCO Gas Franchise Fee for September 12 Council meeting.**
  - **Drafted and presenting CCBF MOA for September 12 Council meeting.**
  - **Drafted and presenting Bylaw 817-24 Borrowing Bylaw for September 12 Council meeting.**
  - **Drafted and presenting 2024 FCSS Round 2 and Recreation Tax for September 12 Council meeting.**
  - **Meeting with Circular Materials regarding EPR on August 2.**
  - **Submission of Canada Summer Jobs final documentation.**
  - **Drafting ORFS 2025 Budget for September 16 Executive Meeting.**
-

## CONTINUING TASKS

- **Drafting and presenting 2024 FCSS Round 2 and Recreation Tax for October 10 Council meeting.**
- **Drafting and presenting Edmonton Global Information for October 10 Council meeting.**
- **Drafting and presenting ORFS 2025 Budget for September 16 Executive meeting.**
- **Drafting 2025-2027 Operating and Capital Budget for future Council meeting.**
- **Drafting 2025 Fees and Charges Bylaw.**



# **PUBLIC WORKS MONTHLY REPORT- August 2024**

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**COMPLETED BY: Gary Mickalyk**

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## **UPDATE**

- **Students have completed their summer terms**
  - **Summer mowing and trimming still underway**
  - **Elks Park – graffiti removed from the skate park**
  - **Work orders completed as they come in**
- 

## **PROJECTS:**

- **Capital projects are nearing completion**
- **Water valve replacements are completed**
- **Road paving is ongoing**
- **Sewer flushing completed; storm drain flushing TBD**
- **Patching and Crack filling is ongoing dependent on weather**
- **Catch basin and wheelchair ramp on 51 and LSA Trail south are completed**
- **Catch basin replacement on 48 Ave and 48 Street is completed**
- **Elks Park tree trimming and stump removal is completed**



August 19, 2024

File: 24DP07-24

**Re: Development Permit Application No. 24DP07-24  
Plan 242 XXXX; Block 1, Lot 1 (per Subdivision approval 24SUB01-24)(the  
"Lands")  
US – Urban Services : Town of Onoway**

APPROVAL OF DEVELOPMENT PERMIT

You are hereby notified that your application for a development permit with regard to the following:

**CONSTRUCTION OF A PLACE OF WORSHIP (808.0 SQ. M.).**

has been **APPROVED** subject to the following conditions:

- 1- All municipal taxes must be paid.
- 2- The applicant shall display for no less than twenty-one (21) days after the permit is issued, in a conspicuous place on the site or on streets abutting the site, the enclosed notice.
- 3- Connection to all Municipal and Franchise services, to the Satisfaction of the Town of Onoway, per Developers Agreement signed as part of Subdivision Approval 24SUB01-24.
- 4- The applicants shall obtain and comply with the requirements, where applicable, from the appropriate authority, permits relating to fire, building, electricity, plumbing and drainage, and all other permits required in connection with the proposed development. Copies of all permits shall be submitted to the Town of Onoway for review.
- 5- Arrangements, satisfactory to the Development Authority, must be in place to provide sanitary facilities for the contractors working on the site.
- 6- The applicants shall be financially responsible during construction for any damage by the applicant, his servants, his suppliers, agents or contractors, to any public or private property.
- 7- **Development shall conform to the drawings and plans submitted as part of the application.**



Development Services  
for  
**Town of Onoway**

Box 2945, Stony Plain, AB., T7Z 1Y4, Phone (780) 718-5479 Fax (866) 363-3342  
Email: [pcm1@telusplanet.net](mailto:pcm1@telusplanet.net)

- 8- The applicant is responsible for determining if there are any special considerations required for building foundation construction. Applicant is responsible for grading the site of the proposed development to the design lot grades and direction(s) of drainage and for ensuring that surface runoff water does not discharge from the site to an adjacent property.
- 9- The applicant is responsible for designing and constructing a building foundation drainage system adequate for the existing soil conditions.
- 10- That all improvements shall be completed within twelve (12) months of the effective date of the permit.
- 11- Access to the parcel shall be to the satisfaction of the Public Works Manager (or his designate) for the Town of Onoway. Contact Gary Mickalyk, Public Works Manager at (780) 967-2309.
- 12- The site and improvements thereon shall be maintained in a clean and tidy condition during construction, free from rubbish and debris. Receptacles for the purpose of disposing of rubbish and debris shall be provided to prevent scatter of debris and rubbish.
- 13- The applicants shall prevent excess soil or debris from being spilled on public streets and lanes and shall not place soil or any other material on adjacent properties without permission in writing from adjacent property owners.
- 14- No person shall keep or permit to be kept in any part of a yard any excavation, storage or piling of materials required during the construction stage unless all necessary safety measures are undertaken. The owner of such materials or excavation must assume full responsibility to ensure the situation does not prevail any longer than reasonably necessary to complete a particular stage of construction.





Development Services  
for

**Town of Onoway**


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Email: [pcm1@telusplanet.net](mailto:pcm1@telusplanet.net)

Should you have any questions please contact this office at (780) 718-5479.

Date Application Deemed Complete **August 19, 2024**

Date of Decision **August 19, 2024**

Effective Date of Permit **September 17, 2024**

Signature of Development Officer 

Tony Sonnleitner, Development Officer for the Town of Onoway

cc Jennifer Thompson, CAO, Town of Onoway

cc Inspections Group Inc.

cc Grant Clark - Assessor

**Note:** An appeal of any of the conditions of approval may be made to the Subdivision and Development Appeal Board by serving written notice of appeal to the Clerk of the Subdivision and Development Appeal Board. Such an appeal shall be made in writing and shall be delivered either personally or by mail so as to reach the Clerk of the Subdivision and Development Appeal Board no later than twenty-one (21) days after the notice of decision. The appeal should be directed to this office at:

Town of Onoway  
Box 540  
Onoway, AB T0E 1V0

and should include a statement of the grounds for the appeal and have attached an Appeal fee in the amount of \$200.00.



Development Services  
for

# Town of Onoway

Box 2945, Stony Plain, AB., T7Z 1Y4, Phone (780) 718-5479 Fax (866) 363-3342  
Email: [pcm1@telusplanet.net](mailto:pcm1@telusplanet.net)

**NOTE:**

1. *The issuance of a Development Permit in accordance with the notice of decision is subject to the condition that it does not become effective until twenty-nine (29) days after the date of the order, decisions or development permit is issued.*
2. *The Land Use Bylaw provides that any person claiming to be affected by a decision of the Development Officer may appeal to the Development Appeal Board by serving written notice of appeal to the Clerk of the Subdivision and Development Appeal Board within twenty-one (21) days after notice of the decision is given.*
3. *A permit issued in accordance with the notice of the decision is valid for a period of twelve (12) months from the date of issue. If at the expiry of this period, the development has not been commenced or carried out with reasonable diligence, this permit shall be null and void.*

**IMPORTANT NOTES**

1. *Any development proceeded with prior to the expiry of the appeal period is done solely at the risk of the Applicant even though an application for Development has been approved and a Development Permit has been issued. The period allowed for an appeal to be filed is twenty-one (21) days after a development permit is issued.*
2. *Any person claiming to be affected by a decision regarding an application for a development permit may appeal by serving written notice to the Clerk of the Development Appeal Board within twenty-one (21) days after a development permit or notice of decision was issued.*
3. *This Development Permit is valid for a period of 12 months from the date it was issued, or the date of an approval order being granted by the Development Appeal Board. If at the expiry of this period, the development has not been commenced or carried out with reasonable diligence, the permit becomes invalid unless an extension has been granted by the Development Officer.*
4. *The applicant is reminded that compliance with this Permit requires compliance with all conditions affixed thereto.*
5. *A development permit is an authorization for development under the Land Use Bylaw; but is not an approval under any other regulations that may be applicable.*
6. ***In the interest of public safety and as required by the Safety Codes Act construction projects must be covered by the appropriate permits prior to commencement of construction (Demolition, Building, Electrical, Gas, Plumbing, Private Sewage, and Water). The issuance of these permits is under the jurisdiction of Agencies Authorized by Alberta Municipal Affairs to Issue Permits and Provide Compliance Monitoring.***



**Development Services**

for

**Town of Onoway**

Box 2945, Stony Plain, AB., T7Z 1Y4, Phone (780) 718-5479 Fax (866) 363-3342  
Email: [pcm1@telusplanet.net](mailto:pcm1@telusplanet.net)

***Within the municipal limits of the Town of Onoway, the authorized agency is Inspections Group Inc., and may be contacted at***

***Edmonton:***

*12010 - 111 Ave.  
Edmonton, Alberta T5G 0E6*

***Phone: (780) 454-5048***

***Fax: (780) 454-5222***

***Toll-Free: (866) 554-5048***

***Toll-Free Fax: (866) 454-5222***

***Email: [questions@inspectionsgroup.com](mailto:questions@inspectionsgroup.com)***

7. *Development in proximity to gaslines, other pipelines, powerlines, or telephone lines require approvals from: The Gas Protection Branch - Alberta Labour, Alberta Energy Resources Conservation Board, Alberta Utilities and Telecommunications.*
  
8. *All plans submitted for the construction, or alteration, of a commercial or industrial building as specified under the Alberta Architects Act, shall be authorized by a registered architect or a professional engineer.*



## Public Notice

**DEVELOPMENT APPLICATION NUMBER: 24DP07-24**  
**APPROVAL OF DEVELOPMENT PERMIT**

An application for a development permit, for this property, Plan 242 XXXX; Block 1; Lot 1 (the Lands) with regard to the following:

### **CONSTRUCTION OF A PLACE OF WORSHIP (808.0 SQ. M.).**

has been **CONDITIONALLY APPROVED** by the Development Officer.

Any person who objects to the proposed use of the parcel may deliver to the Clerk of the Subdivision and Development Appeal Board a written statement of their objection to such use indicating the following:


1. His/ her full name and mailing address, for the delivery of any notices to be given with respect of the objection; and
2. The reasons for his/her objection to the proposed use.

The statement must be received by the Clerk of the Subdivision and Development Appeal Board by no later than 4:30 pm on September 9, 2024.

Statements of concern with regard to this development permit should be addressed to:

Town of Onoway  
Box 540  
Onoway, Alberta, T0E 1V0  
Attention: Clerk of the Subdivision and Development Appeal Board

Should you have any questions please contact the Development Officer at (780) 718-5479

<b>Date Application Deemed Complete</b>	<b>August 19, 2024</b>
<b>Date of Decision</b>	<b>August 19, 2024</b>
<b>Effective Date of Permit</b>	<b>September 17, 2024</b>
<b>Signature of Development Officer</b>	

- Note:** This permit does not come into effect until twenty-nine (29) days after the date of issuance.
- Note:** Any development undertaken prior to the expiry of the appeal period is done solely at the risk of the applicant. The period allowed for an appeal to be filed is twenty-one (21) days after a development permit has been issued.
- Note:** This permit is valid for a period of twelve (12) months from the date of issue. If at the expiry date of this period the development has not been commenced and carried out with reasonable diligence, this permit shall be null and void.

**THIS IS NOT A BUILDING PERMIT**



August 7, 2024

File: 24DP05-24

**Re: Development Permit Application No. 24DP05-24  
Plan 062 0837; Block A, Lot 1 : 5201 Lac Ste. Anne Trail North (the "Lands")  
M – Industrial District : Town of Onoway**

APPROVAL OF DEVELOPMENT PERMIT

You are hereby notified that your application for a development permit with regard to the following:

**CONSTRUCTION OF A COMMERCIAL BUILDING  
(585.3 SQ. M. = 70' x 90' x 34' TALL).**

has been **APPROVED** subject to the following conditions:

- 1- All municipal taxes must be paid.
- 2- The applicant shall display for no less than twenty-one (21) days after the permit is issued, in a conspicuous place on the site or on streets abutting the site, the enclosed notice.
- 3- The applicants shall obtain and comply with the requirements, where applicable, from the appropriate authority, permits relating to fire, building, electricity, plumbing and drainage, and all other permits required in connection with the proposed development. Copies of all permits shall be submitted to the Town of Onoway for review.
- 4- Arrangements, satisfactory to the Development Authority, must be in place to provide sanitary facilities for the contractors working on the site.
- 5- The applicants shall be financially responsible during construction for any damage by the applicant, his servants, his suppliers, agents or contractors, to any public or private property.
- 6- **Development shall conform to the drawings and plans submitted as part of the application, including:**
  - i. **Maximum Height 10.6 m.**



Development Services  
for  
**Town of Onoway**

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Email: [pcm1@telusplanet.net](mailto:pcm1@telusplanet.net)

Note: Please be reminded that where walls are located within 2.4 metres of the property line they shall be constructed as a fire separation of not less than 45 minutes. (Alberta Fire Code - Article 9.10.15.5).

Note: Development shall also conform to the Alberta Electrical and Communication Utility Code. A copy of TABLE 9 – Minimum Design Clearances From Wires and Conductors not Attached to Buildings, Signs and Similar Plants is attached to the permit for your information.


- 7- The applicant is responsible for determining if there are any special considerations required for building foundation construction.
  - (a) Applicant is responsible for grading the site of the proposed development to the design lot grades and direction(s) of drainage and for ensuring that surface runoff water does not discharge from the site to an adjacent property. Stormwater shall be directed to the unnamed creek in the Southwest corner of the Lands.
- 8- The applicant is responsible for designing and constructing a building foundation drainage system adequate for the existing soil conditions.
- 9- That all improvements shall be completed within twelve (12) months of the effective date of the permit.
- 10- Access to the parcel shall be to the satisfaction of the Public Works Manager (or his designate) for the Town of Onoway. Contact Gary Mickalyk, Public Works Manager at (780) 967-2309.
- 11- The site and improvements thereon shall be maintained in a clean and tidy condition during construction, free from rubbish and debris. Receptacles for the purpose of disposing of rubbish and debris shall be provided to prevent scatter of debris and rubbish.
- 12- The applicants shall prevent excess soil or debris from being spilled on public streets and lanes and shall not place soil or any other material on adjacent properties without permission in writing from adjacent property owners.
- 13- No person shall keep or permit to be kept in any part of a yard any excavation, storage or piling of materials required during the construction stage unless all necessary safety measures are undertaken. The owner of such materials or excavation must assume full responsibility to ensure the situation does not prevail any longer than reasonably necessary to complete a particular stage of construction.



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for  
**Town of Onoway**

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Email: [pcm1@telusplanet.net](mailto:pcm1@telusplanet.net)

Should you have any questions please contact this office at (780) 718-5479.

Date Application Deemed Complete	<b>August 7, 2024</b>
Date of Decision	<b>August 7, 2024</b>
Effective Date of Permit	<b>September 5, 2024</b>
Signature of Development Officer	

Tony Sonnleitner, Development Officer for the Town of Onoway  
cc Jennifer Thompson, CAO, Town of Onoway  
cc Inspections Group Inc.  
cc Grant Clark - Assessor

**Note:** An appeal of any of the conditions of approval may be made to the Subdivision and Development Appeal Board by serving written notice of appeal to the Clerk of the Subdivision and Development Appeal Board. Such an appeal shall be made in writing and shall be delivered either personally or by mail so as to reach the Clerk of the Subdivision and Development Appeal Board no later than twenty-one (21) days after the notice of decision. The appeal should be directed to this office at:

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# Town of Onoway

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4. *The applicant is reminded that compliance with this Permit requires compliance with all conditions affixed thereto.*
5. *A development permit is an authorization for development under the Land Use Bylaw; but is not an approval under any other regulations that may be applicable.*
6. ***In the interest of public safety and as required by the Safety Codes Act construction projects must be covered by the appropriate permits prior to commencement of construction (Demolition, Building, Electrical, Gas, Plumbing, Private Sewage, and Water). The issuance of these permits is under the jurisdiction of Agencies Authorized by Alberta Municipal Affairs to Issue Permits and Provide Compliance Monitoring.***





Development Services  
for  
**Town of Onoway**

Box 2945, Stony Plain, AB., T7Z 1Y4, Phone (780) 718-5479 Fax (866) 363-3342  
Email: [pcm1@telusplanet.net](mailto:pcm1@telusplanet.net)

***Within the municipal limits of the Town of Onoway, the authorized agency is Inspections Group Inc., and may be contacted at***

***Edmonton:***

*12010 - 111 Ave.  
Edmonton, Alberta T5G 0E6*

***Phone: (780) 454-5048***

***Fax: (780) 454-5222***

***Toll-Free: (866) 554-5048***

***Toll-Free Fax: (866) 454-5222***

***Email: [questions@inspectionsgroup.com](mailto:questions@inspectionsgroup.com)***

7. *Development in proximity to gaslines, other pipelines, powerlines, or telephone lines require approvals from: The Gas Protection Branch - Alberta Labour, Alberta Energy Resources Conservation Board, Alberta Utilities and Telecommunications.*
8. *All plans submitted for the construction, or alteration, of a commercial or industrial building as specified under the Alberta Architects Act, shall be authorized by a registered architect or a professional engineer.*



## Public Notice

**DEVELOPMENT APPLICATION NUMBER: 24DP05-24  
APPROVAL OF DEVELOPMENT PERMIT**

An application for a development permit, for this property, Plan 062 0837; Block A; Lot 1 : 5201 Lac Ste. Anne Trail North with regard to the following:

### **CONSTRUCTION OF A COMMERCIAL BUILDING (585.3 SQ. M. = 70' x 90' x 34' TALL).**

has been **CONDITIONALLY APPROVED** by the Development Officer.

Any person who objects to the proposed use of the parcel may deliver to the Clerk of the Subdivision and Development Appeal Board a written statement of their objection to such use indicating the following:


1. His/ her full name and mailing address, for the delivery of any notices to be given with respect of the objection; and
2. The reasons for his/her objection to the proposed use.

The statement must be received by the Clerk of the Subdivision and Development Appeal Board by no later than **4:30 pm on August 28, 2024.**

Statements of concern with regard to this development permit should be addressed to:

Town of Onoway  
Box 540  
Onoway, Alberta, T0E 1V0  
Attention: Clerk of the Subdivision and Development Appeal Board

Should you have any questions please contact the Development Officer at (780) 718-5479

<b>Date Application Deemed Complete</b>	<b>August 7, 2024</b>
<b>Date of Decision</b>	<b>August 7, 2024</b>
<b>Effective Date of Permit</b>	<b>September 5, 2024</b>
<b>Signature of Development Officer</b>	

- Note:** This permit does not come into effect until twenty-nine (29) days after the date of issuance.
- Note:** Any development undertaken prior to the expiry of the appeal period is done solely at the risk of the applicant. The period allowed for an appeal to be filed is twenty-one (21) days after a development permit has been issued.
- Note:** This permit is valid for a period of twelve (12) months from the date of issue. If at the expiry date of this period the development has not been commenced and carried out with reasonable diligence, this permit shall be null and void.

**THIS IS NOT A BUILDING PERMIT**

From: Breanna Cera Emard <BCeraEmard@npf-fpn.com>

Sent: Tuesday, August 27, 2024 11:21 AM

To: Len Kwasny <lkwasny@onoway.ca>

Cc: info <info@onoway.ca>

Subject: New Polling Results on Policing in Alberta - National Police Federation

Earlier this year, the Alberta Government introduced Bill 11, establishing a new independent agency police service in Alberta. This decision was made without consulting Albertans, municipalities, or existing law enforcement agencies and follows the unsuccessful Alberta Provincial Police Service initiative.

Today, the National Police Federation (NPF) is releasing the results of our first survey since the announcement of the independent Alberta police service. Conducted by the independent research firm Pollara Strategic Insights in June 2024, this survey is consistent with previous waves of polling, showing a strong support for Alberta RCMP Members. The new research also indicates a lack of awareness and support for the new independent police service.

Key findings from the survey:

- 84% of respondents believe there are more pressing priorities in Alberta than changing the local policing structure.
- 87% of respondents agree that before any changes to municipal policing, there needs to be detailed accounting of costs and impacts on service levels.
- 86% of respondents want to retain the RCMP, with some local improvements.
- 77% of respondents, in RCMP-served communities, are satisfied with their current policing service.

You can view the full press release on the survey results [here](#).

You can also view the full polling slide deck [attached](#).

Should you be interested in further discussion or have any questions please connect with Breanna Cera Emard at [Bceraemard@npf-fpn.com](mailto:Bceraemard@npf-fpn.com).

Sincerely,

Breanna Cera Emard

Government Relations Coordinator/ Coordonnatrice des relations gouvernementales

National Police Federation | Fédération de la Police Nationale

514-891-8794

[npf-fpn.com](http://npf-fpn.com)

The mission of the National Police Federation is to provide strong, professional, fair and progressive representation to promote and enhance the rights of RCMP Members.



Overview of Key Findings:

# National Police Federation Alberta

Wave 6

June 2024

Onoway Town Council Agenda September 12, 2024

**pollara**  
strategic insights

# Methodology

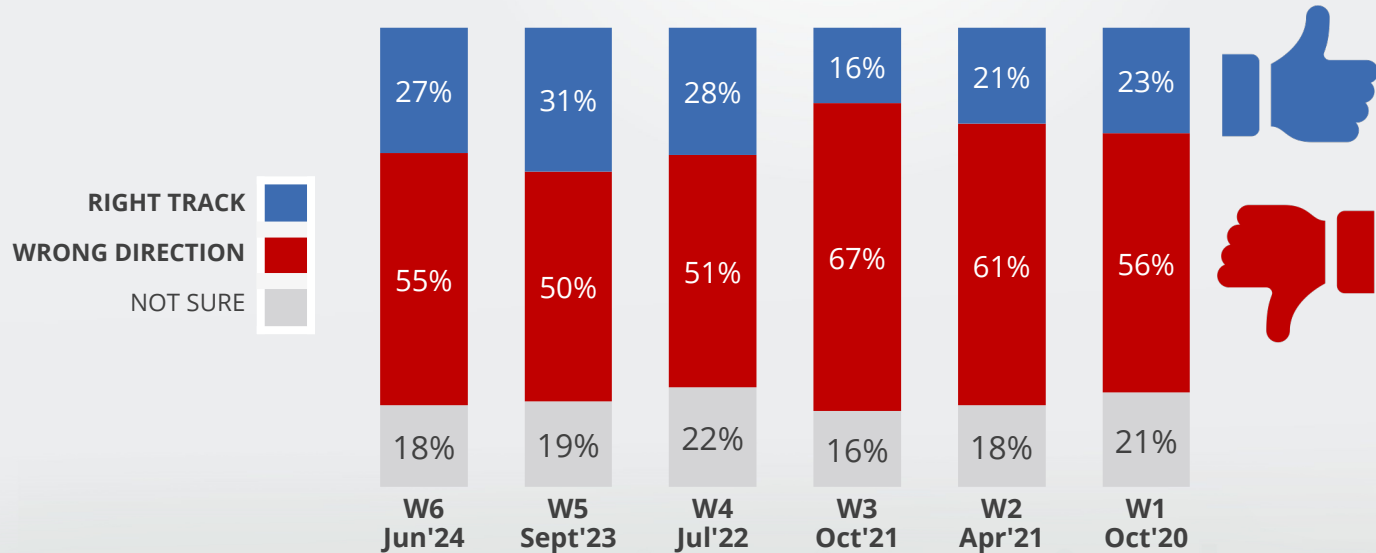
- **Sampling:** Online survey of randomly selected sample of **1200 adult (18+) Alberta Residents**
- **Field Window: June 14 – June 24, 2024**
  - This is the **6th wave** of this study. Each wave includes a core set of tracking questions as well as new questions.
    - Wave 5 of study (N=1,202) conducted Sept 15 – Oct 4, 2023
    - Wave 4 of study (N=1,206) conducted July 6 – 19, 2022
    - Wave 3 of study (N=1,221) conducted Oct 21 – Nov 4, 2021
    - Wave 2 of study (N=1,228) conducted April 30 – May 7, 2021
    - Wave 1 of study (N=1,300) conducted Oct 21 – 28, 2020
- **Reliability:** Non-probability samples cannot be assigned a margin of error. \*As a relative guideline, we have provided margins of error for a probability sample of this size. Data has been weighted by region, age and gender to be representative of the population of Alberta
- Discrepancies in totals are due to rounding.

Region	Number of Interviews	Margin of error*
Calgary	225	±6.5%
Edmonton	220	±6.6%
Calgary Suburbs	101	±9.8%
Edmonton Suburbs	110	±9.3%
Rural Central	171	±7.5%
Rural North	154	±7.9%
Rural South	219	±6.6%
<b>ALBERTA</b>	<b>1200</b>	<b>±2.8%</b>

# Increased majority say provincial government is going in wrong direction

- Right track returns to pre-election level while wrong direction increases 5% since wave 5 (September 2023)
- Right track lower in Edmonton (18%) relative to Calgary (28%)

## ALBERTA PROVINCIAL GOVERNMENT: OVERALL PERFORMANCE



Onoway Town Council Agenda September 12, 2024

1. In Alberta today, do you think the provincial government is on the right track or do you think it is heading off in the wrong direction?  
(Total W6 Jun 2024 N=1200, W5 Sept 2023 N=1202, W4 Jul 2022 N=1206, W3 Oct 2021 N=1221, W2 Apr 2021 N=1228, W1 Oct 2020 N=1300)

# Affordability leads list of concerns across all regions; Policing and public safety very low on the list

- Affordability is top provincial priority issue for majority of Calgary city (55%) and suburban residents (57%), and those under age 55 (53-55%)
- Health care is a close second (35%) as a priority issue for 55+ voters
- At 1%, policing and public safety does not rise to the top of the priority list for 99% of Albertans

	REGION								GENDER		AGE		
	Cal	Edm	Cal Subs	Edm Subs	Rural North	Rural Cent	Rurals South	All Rural	Male	Female	18-34	35-54	55+
Affordability and cost-of-living	55%	44%	57%	41%	41%	46%	46%	44%	43%	53%	53%	55%	39%
Health care	19%	28%	16%	30%	34%	23%	23%	28%	23%	26%	14%	20%	35%
Alberta's economy	13%	14%	17%	12%	12%	16%	20%	15%	19%	10%	14%	15%	14%
Climate change & environment	4%	4%	2%	5%	2%	5%	5%	4%	4%	4%	5%	2%	5%
Education	2%	5%	4%	1%	4%	3%	1%	3%	3%	3%	5%	3%	1%
Policing and public safety	2%	3%	-	-	-	2%	1%	1%	2%	1%	-	2%	2%
Indigenous reconciliation	-	-	-	2%	-	-	-	-	1%	-	1%	1%	-

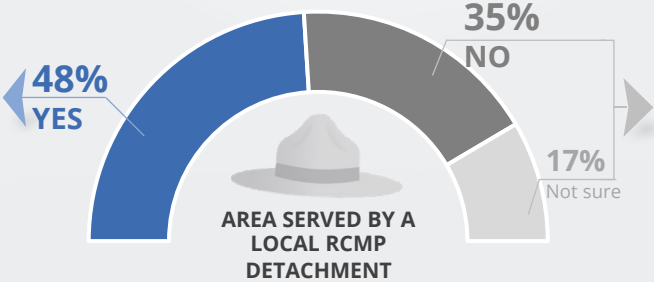
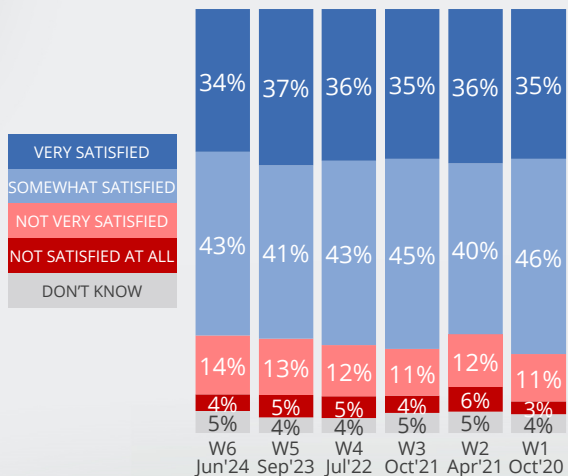
Onoway Town Council Agenda September 12, 2024



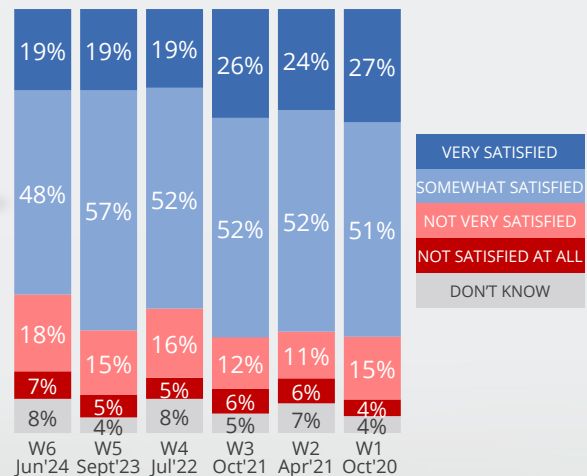
# About 4-in-5 of Albertans in RCMP-served areas say they are satisfied with the RCMP's policing

- Satisfaction with the RCMP (77%) is consistent with wave 5 (78%)
- Satisfaction in non-RCMP served communities (67%) lowest across six waves.
- Level of those “very satisfied” much higher in RCMP-served communities (34%) compared to non-RCMP served (19%)

**SATISFIED WITH RCMP'S POLICING**



**SATISFIED WITH POLICING IN COMMUNITY**



4. Is your municipality or local area served by a local RCMP detachment? (Total N=1200)

5. How satisfied are you with the policing in your community? (Yes, at Q4 W6 Jun'24 N=678, W5 Sept 2023 N=699, W4 Jul 2022 N=696, W3 Oct 2021 N=727, W2 Apr 2021 N=733, W1 Oct 2020 N=809)

6. How satisfied are you with the policing in your community?

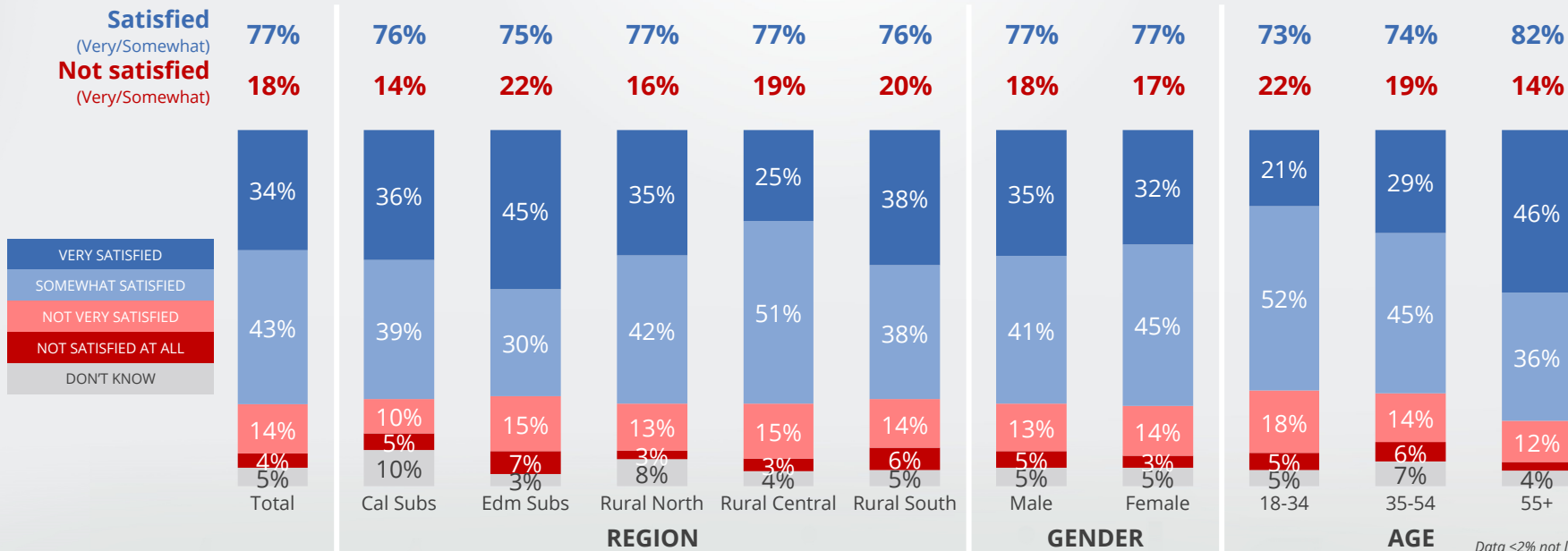
(No or Not Sure at Q4 W6 Jun'24 N=522, W5 Sept 2023 N=503, W4 Jul 2022 N=510, W3 Oct 2021 N=494, W2 Apr 2021 N=495, W1 Oct 2020 N=491)



# Satisfaction with the RCMP is high across all regions, genders, and age groups

- Net-satisfaction is highest in the Calgary suburbs (+62%) and Rural North (+61%), and among 55+ age group (+68%)

## SATISFIED WITH RCMP'S POLICING



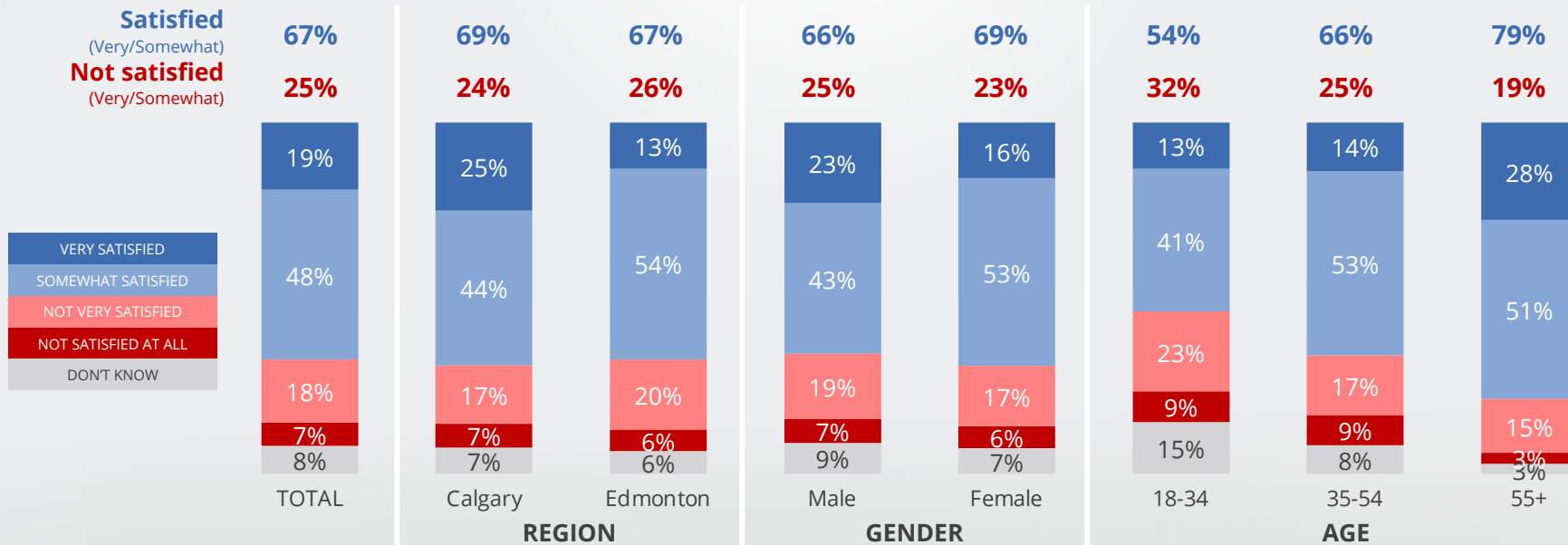
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### Onoway Town Council Agenda September 12, 2024

# Satisfaction levels in non-RCMP served communities

- Higher level of those not satisfied among young people (32%)

## SATISFIED WITH POLICING IN COMMUNITY



Onoway Town Council Agenda September 12, 2024

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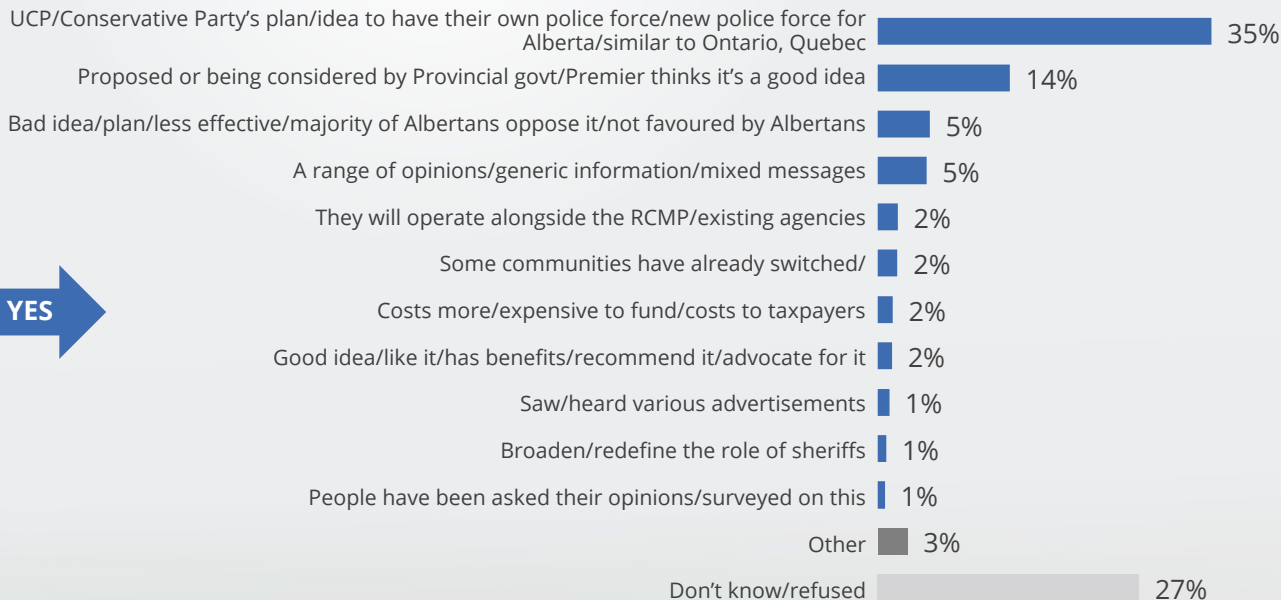
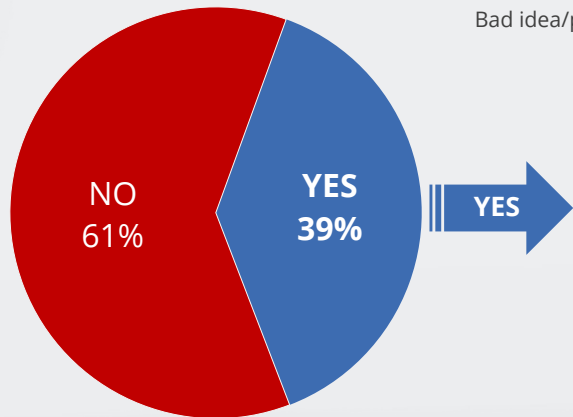
# Independent Agency Police Service (IAPS)

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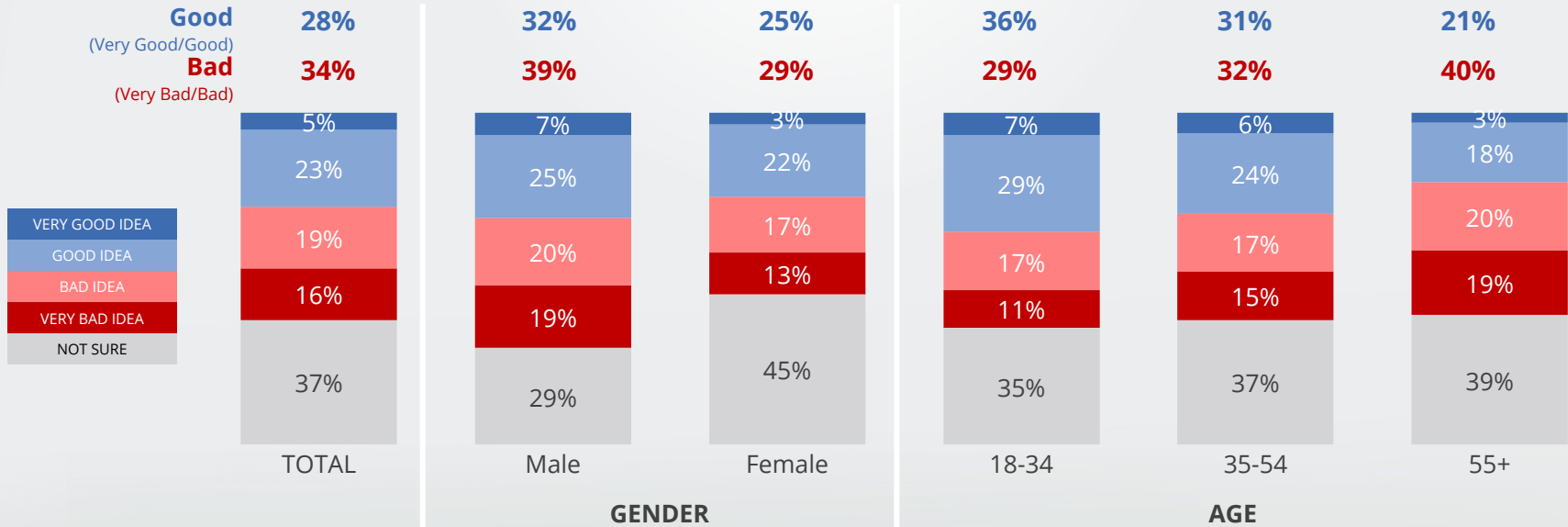
# About 2-in-5 aware of proposal by Alberta government to create new Independent Agency Police Service (IAPS)

- Plurality of respondents connect proposal to Alberta having its own police force similar to other provinces



# More Albertans say IAPS is a bad idea than a good one with over one-third not sure

- Both men (-7%) and women (-4%) are net-negative with women more likely to be “not sure” (45%)
- 18-34 age group more likely to say it’s a good idea (+7%) while 55+ age group sees it as bad idea (-19%)



Onoway Town Council Agenda September 12, 2024

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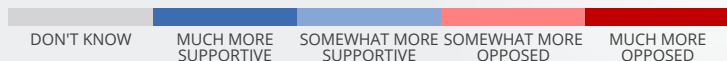


11. In fact, the Alberta government has proposed a new policing agency called the Independent Agency Police Service (IAPS)... Based on what you have read, seen, and heard, do you think this proposal is a good idea or a bad idea? (Total N=1200)

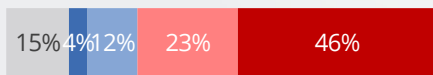
# Taxpayer cost and training standards drive opposition to IAPS; shoring up rural policing drives support

- Taxpayer costs was top message of those tested in terms of driving opposition to IAPS, across genders and age groups
- 60% more opposed, including 35% much more opposed, to IAPS being “first step in Danielle Smith’s plan to entirely remove the RCMP from local policing in Alberta”

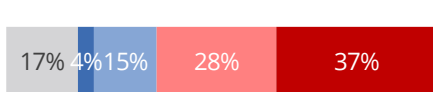
**More Opposed**  
(Much/Somewhat)



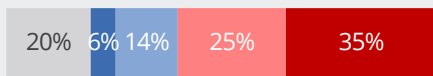
Creating a new Independent Agency Police Service to work alongside the RCMP is going to cost taxpayers a lot of money while making policing more complicated in Alberta



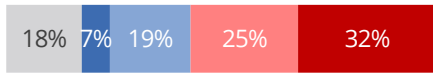
TOTAL	GENDER		AGE			REGION						
	M	F	18-34	35-54	55+	Cal	Edm	Cal Subs	Edm Subs	Rural North	Rural Cent	Rural South
<b>69%</b>	65%	74%	63%	71%	73%	67%	73%	71%	76%	66%	70%	65%
<b>65%</b>	60%	70%	56%	60%	75%	60%	65%	54%	71%	73%	69%	68%
<b>60%</b>	56%	64%	52%	59%	66%	59%	65%	51%	57%	54%	64%	64%
<b>57%</b>	58%	57%	53%	53%	63%	51%	60%	58%	62%	61%	63%	53%



Some observers say that the new Independent Agency Police Service is the first step in Danielle Smith’s plan to entirely remove the RCMP from local policing in Alberta



Increased funding for a new Independent Agency Police Service could come at the expense of funding RCMP and municipal police services



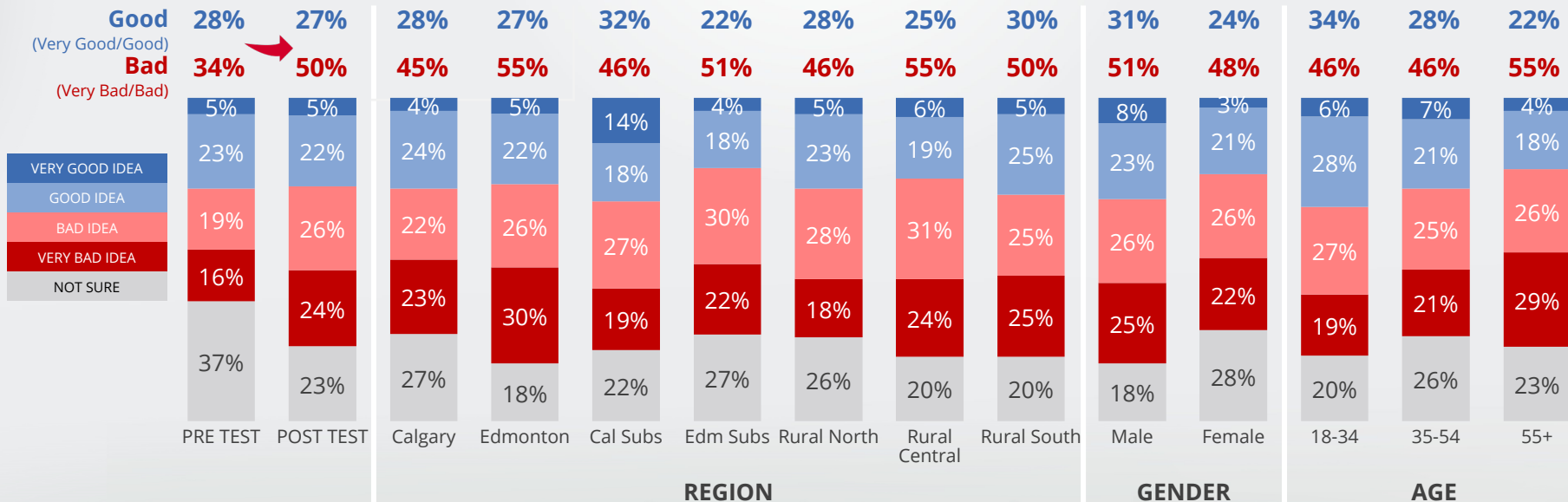
Onoway Town Council Agenda September 12, 2024



12. Here are some general statements about policing in Alberta. Please indicate whether they make you more supportive or more opposed to a new Independent Agency Police Service (IAPS) that would take on the responsibility for the roles currently carried out by the Alberta Sheriffs and work alongside the RCMP and municipal police services. (Split Sample: N=719-1200)

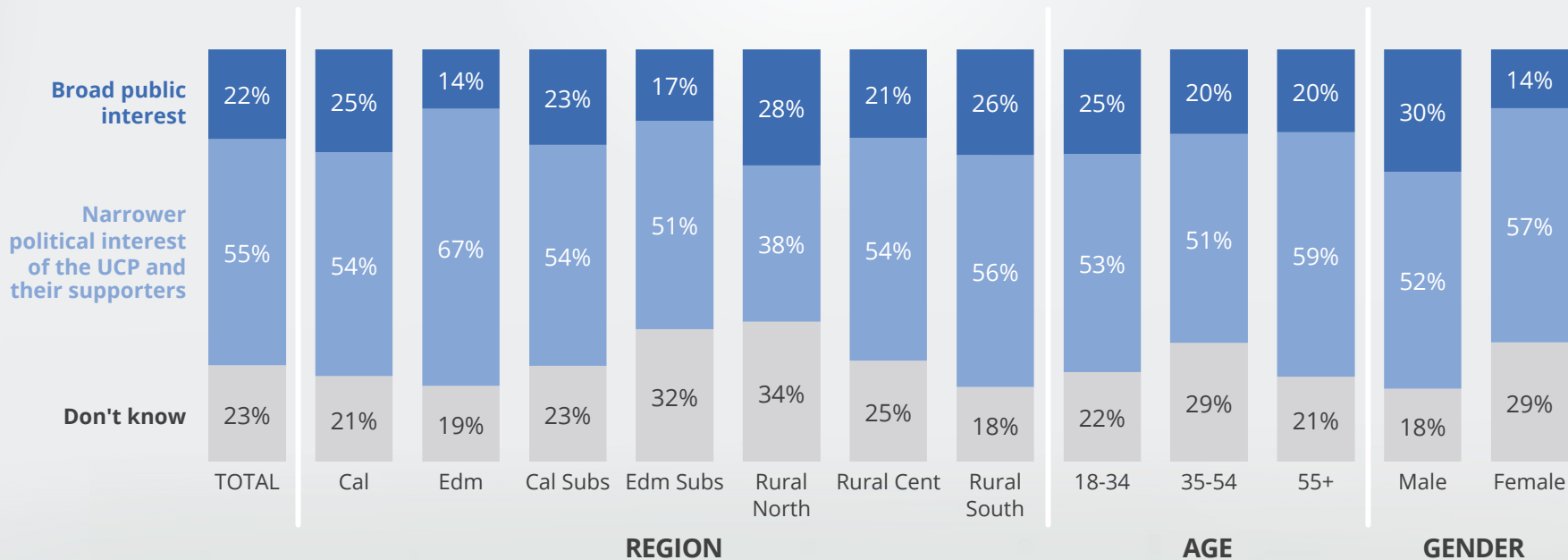
# Post-Test: Majority says IAPS is a “bad idea” after reviewing statements

- Swing of ‘not sure’ respondents in pre-test to “bad idea” in the post-test. Those saying IAPS proposal is a ‘good idea’ consistent.
- In post-test, IAPS proposal seen as a “bad idea” across all genders and age groups.



# On policing, over half say Smith/UCP motivated by narrow political interests instead of broad public interest

- Men (30%) twice more likely than women (14%) to say UCP government motivated by broad public interest on policing issues
- Majority in all regions say narrow political interest motivating government on policing issues, except Rural North





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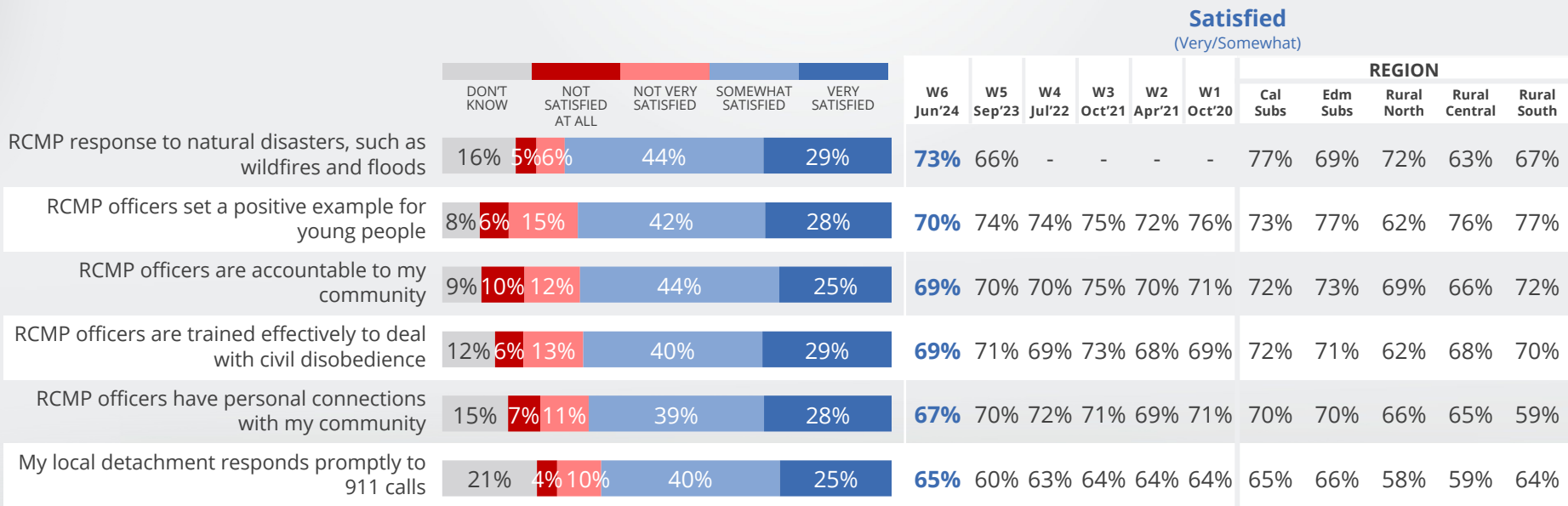
# Rural/ RCMP Communities

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# Majority satisfied on each aspect of policing in RCMP-served communities

- RCMP response to natural disasters... rises to top aspect in terms of overall satisfaction (73%)
- Setting an example for young people marginally declines (-4%) and stands as second highest aspect
- RCMP officers trained effectively to deal with civil disobedience has highest level of those “very satisfied” (29%) – tied with natural disasters aspect
- My local detachment responds promptly to 911 calls increases from 60% to 65%



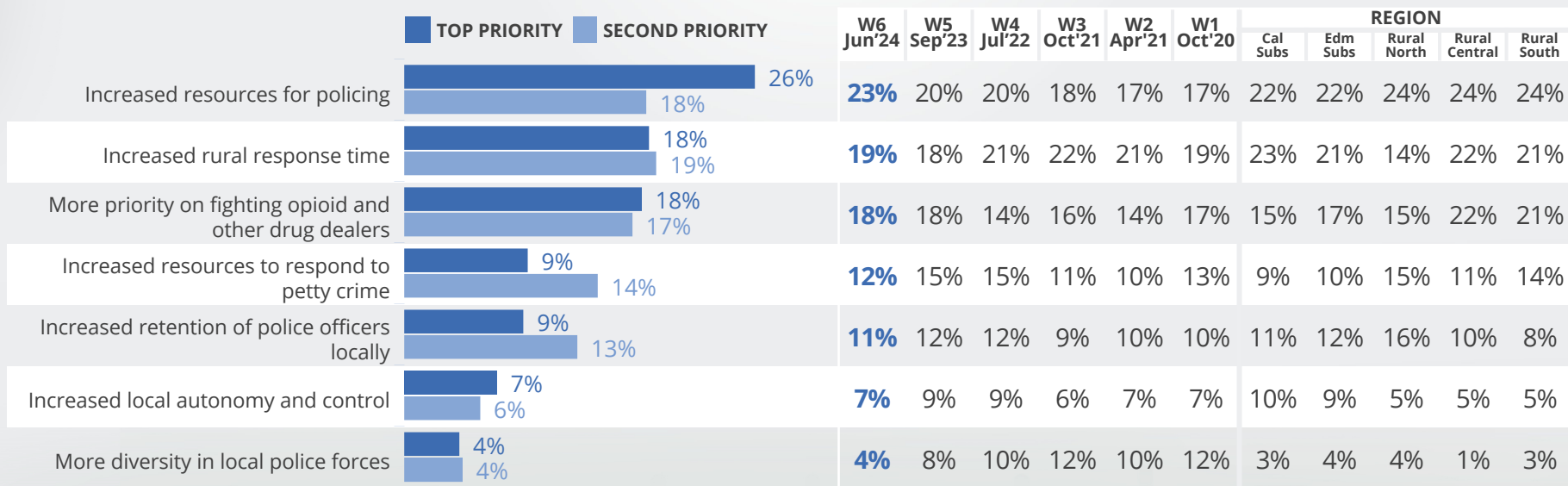
## Oneway Town Council Agenda September 12, 2024

19. Thinking about policing in your community, for each of the following, what is your level of satisfaction? (Rural / RCMP Communities W6 Jun 2024 N=492 to 494, W5 Sept 2023 N= varies from 507 to 511, W4 Jul 2022 N= varies from 453 to 476, W3 Oct 2021 N= varies from 473 to 493, W2 Apr 2021 N= varies from 476 to 502, W1 Oct 2020 N= varies from 526 to 558)

# Increased resources for policing has highest level of “top priority”

- Increased resources for policing is top priority across all regions, except Calgary Suburbs
- More priority on fighting opioid and other drug dealers is higher priority in Rural Central and Rural South relative to other regions
- More diversity in local police forces continues to decline as a priority relative to other priorities

## Overall Priority

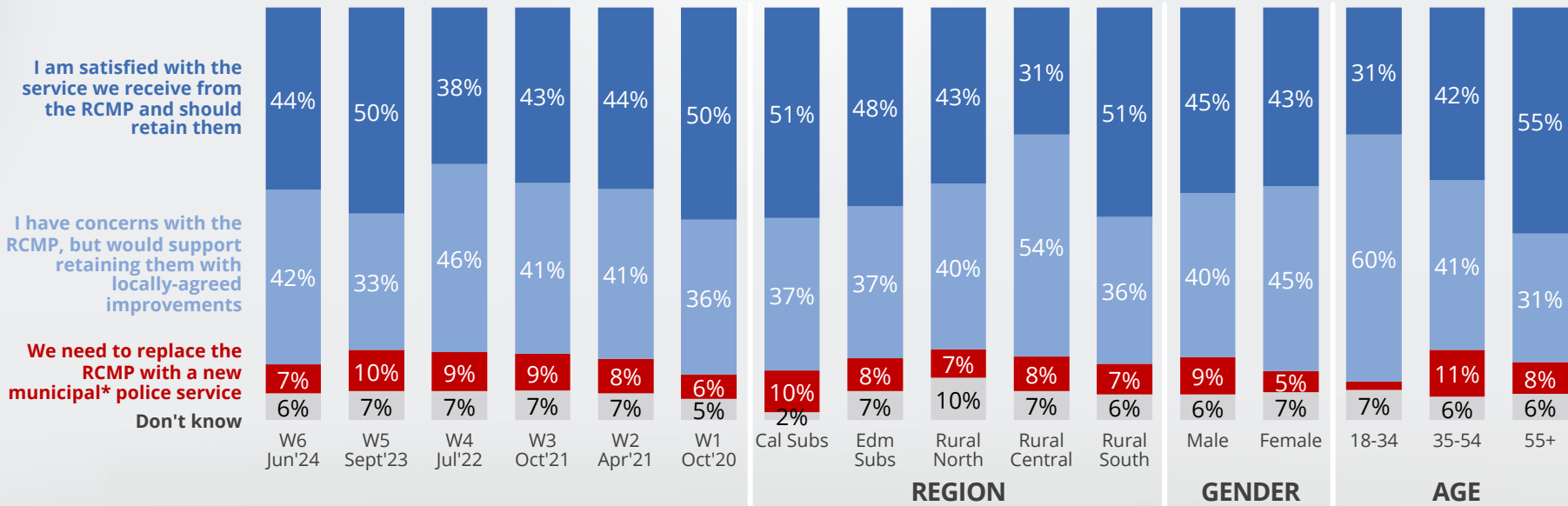


### Oneway Town Council Agenda September 12, 2024



# Over 8-in-10 say that Alberta retain the RCMP, either conditionally or unconditionally

- Those choosing “satisfied with...RCMP and should retain them” or “have concerns... but would support retaining them with improvements” is a combined 86%, a marginal increase compared to wave 5 (83%).
- Only 1-in-14 (7%) choose “we need to replace the RCMP with a new municipal police service”, compared to 10% in wave 5. This level is comparable to previous waves (1-4) where respondents could choose replacing the RCMP with a “provincial police service”



\*Waves 1 to 4: “replace with a new provincial police service” Waves 5-6: “replace with a new municipal police service”

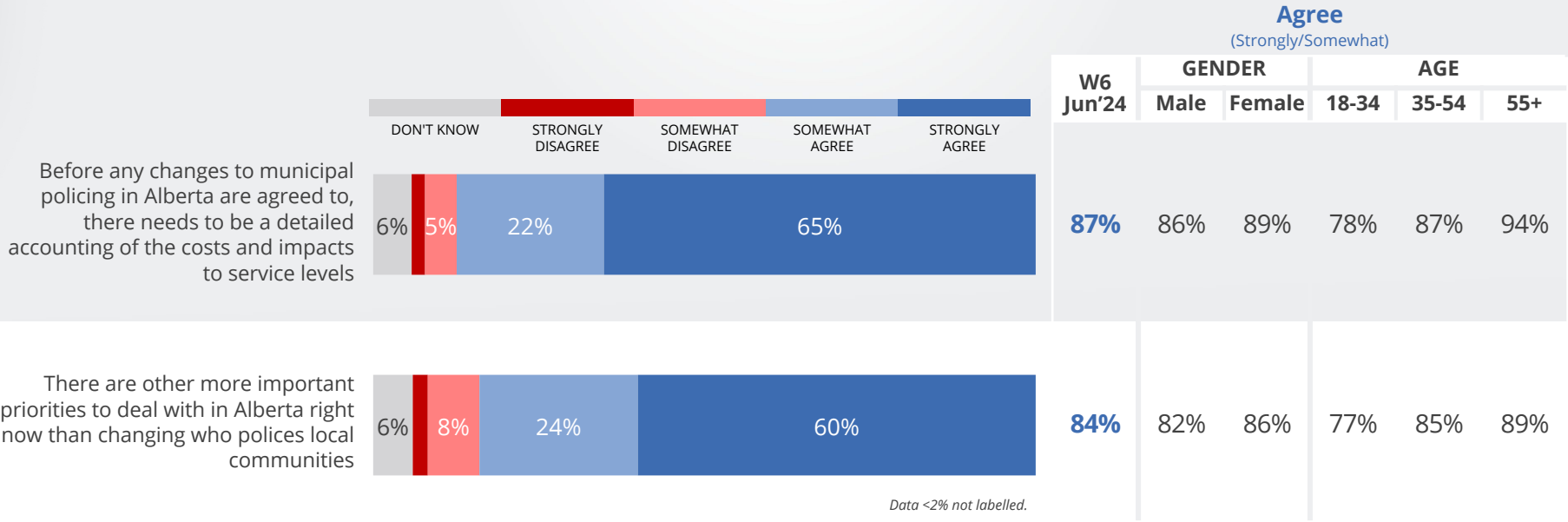
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Province-wide:

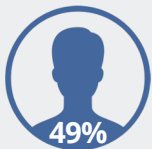
# Strong agreement that that detailed accounting of costs and impacts needed / more important priorities than who polices

- Clear majority strongly agree with both statements

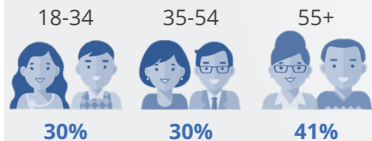


# Demographic Profile

## GENDER



## AGE



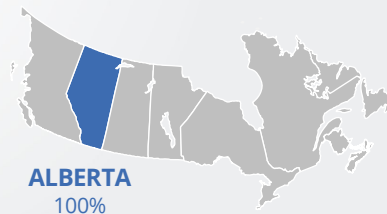
## CHILDREN UNDER 18 YRS OLD



## ATTENDANCE AT RELIGIOUS SERVICES

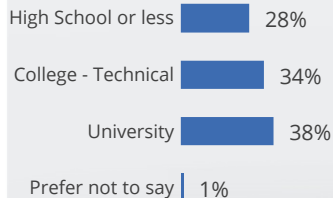


## PROVINCIAL RIDING

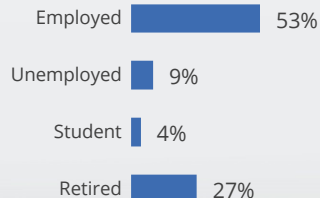


Calgary	30%
Edmonton	23%
Calgary Suburbs	7%
Edmonton Suburbs	10%
Rural North	13%
Rural Central	9%
Rural South	8%

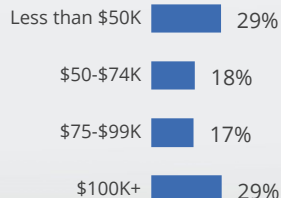
## EDUCATION



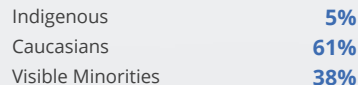
## EMPLOYMENT



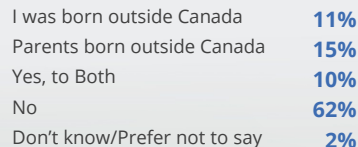
## INCOME



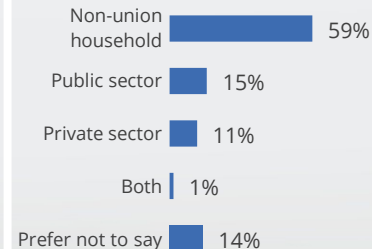
## ETHNICITY



## BIRTHPLACE OUTSIDE CANADA



## UNION MEMBERSHIP





# National Police Federation Alberta

Wave 6

June 2024

Onoway Town Council Agenda September 12, 2024

**pollara**  
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