

**AGENDA**  
**REGULAR MEETING OF COUNCIL**  
of the Town of Wembley, in the Province of Alberta  
held in the Wembley Municipal Office  
this January 27<sup>th</sup>, 2025 @ 7:00pm.

**Join Zoom Meeting**

<https://us06web.zoom.us/j/85635085254>

Meeting ID: 856 3508 5254

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1. CALL-TO-ORDER

2. APPROVAL OF AGENDA

**RECOMMENDATION**

That Council approves the agenda as presented.

3. ADOPTION OF MINUTES

3.1. Minutes of Regular Meeting of Council held on January 13th, 2025.

**RECOMMENDATION**

That Council adopts the minutes of the Regular Meeting of Council held January 13th, 2025, as presented.

4. DELEGATIONS

5. FINANCE

5.1. Bank Financials for December 2024

**RECOMMENDATION**

That Council accepts the bank financials for December 2024 for information.

6. PUBLIC HEARING

7. BY-LAW

7.1. Bylaw 772: Town-Aquatera Utility Bylaw

A Bylaw regulating and providing for the terms, conditions, rates, and charges for the supply and use of the Water and Wastewater Utilities provided by Aquatera Utilities Inc. in the Town of Wembley. Bylaw effective March 1<sup>st</sup>, 2025.

**RECOMMENDATION**

That the Council gives Bylaw 772 first reading at this meeting.

**RECOMMENDATION**

That the Council gives Bylaw 772 a second reading at this meeting.

**RECOMMENDATION**

That the Council gives Bylaw 772 a third and final reading at this meeting.

7.2. Bylaw 773: Municipal Borrowing Bylaw

Being a bylaw of the town of wembley in the province of Alberta to approve borrowing for municipal current expenditures.

**RECOMMENDATION**

That the Council gives Bylaw 773 first reading at this meeting.

**RECOMMENDATION**

That the Council gives Bylaw 773 a second reading at this meeting.

**RECOMMENDATION**

That the Council gives Bylaw 773 a third and final reading at this meeting.

8. POLICIES

9. CAO REPORT

9.1. Community Events Discussion Meeting

9.2. Intermunicipal Meeting

10. OLD BUSINESS

11. NEW BUSINESS

11.1. Aquatera Rate Increases Town of Wembley 2025

12. REPORTS

12.1. Audit Committee

12.2. Community Futures

12.3. Community and Protective Services Committee

12.4. FCSS Advisory Board

12.5. Grande Prairie Regional Emergency Partnership

12.6. Grande Prairie Regional Emergency Partnership Committee

12.7. Grande Prairie Regional Recreation Committee

12.8. Grande Prairie Regional Tourism

**12.8.1. Shape the Future of GPRTA Open House - February 6, 2025**

12.9. Grande Spirit Foundation

12.10. HR Committee

12.11. Healthy Communities Committee

12.12. Helen E. Taylor Advisory School Council

12.13. ICF & IDP Steering Committee

12.14. Northern Alberta Elected Leaders

**12.14.1. NAEL Minutes November 08, 2024**

12.15. Parks and Recreation

12.16. Peace Airshed Zone Association (PAZA)

12.17. Peace Library System Board

12.18. South Peace Physician Attraction & Retention Committee

12.19. Wapiti Area Synergy Group (WASP)

12.20. Water North Coalition

12.21. Wembley and District Agricultural Society

12.22. Wembley-Dimsdale-Saskatoon Lake Recreation Board

12.23. Wembley Elementary School

12.24. Wembley Public Library

12.25. West Grande Prairie County Regional Landfill

12.26. 911 and Emergency Services

12.27. By-Law Enforcement Services

12.28. Beaverlodge RCMP Detachment

**RECOMMENDATION**

That Council accepts the above committee(s) report(s) as information.

13. CORRESPONDENCE

**RECOMMENDATION**

That Council accepts the above correspondence as information.

14. NOTICE OF MOTION

15. COUNCIL REPORTS

16. ROUND TABLE

17. CLOSE SESSION

18. ADJOURNMENT

**MINUTES OF THE REGULAR MEETING OF COUNCIL  
of the Town of Wembley, in the Province of Alberta,  
held in the Wembley Municipal Office  
this 13th Day of January 2025.**

1. CALL-TO-ORDER

Present: Mayor Peterson called the meeting to order at 7:01 p.m.  
CAO Noreen Zhang  
Councillor Berlasty  
Councillor Skinner  
Councillor Underwood  
Councillor Ketchum

Regrets: Councillor Baker  
Councillor Johnson

2. APPROVAL OF AGENDA

**MOTION #2025-0001**

**Moved by** Councillor Berlasty Council approve the agenda as presented.

**CARRIED UNANIMOUSLY**

3. ADOPTION OF MINUTES

3.1 Minutes of Regular Meeting of Council held on November 25, 2024.

**MOTION #2025-0002**

**Moved by** Councillor Skinner Council adopt the minutes of the Regular Meeting of Council held November 25, 2024, with amendments.

**CARRIED UNANIMOUSLY**

3.2 Minutes of Regular Meeting of Council held on December 9, 2024.  
No Minutes as there was no quorum.

4. DELEGATIONS

4.1 Maskwa Medical Center

Mr. Ken Drysdale, Chairman of the Maskwa Medical Center Board and Mr. Wayne Drysdale, Maskwa Board Member were present to bring Council up to date on the proposed Maskwa Medical Center in the City of Grande Prairie. The gentlemen also asked for a Letter of Support from the Town of Wembley.

**MOTION #2025-0003**

**Moved by** Councillor Skinner, Council submit a Letter of Support for the proposed Maskwa Medical Center to the Ministry of Health and other health institutions.

**CARRIED UNANIMOUSLY**

5. FINANCE

5.1 Bank Financials for November 2024

**MOTION #2025-0004**

**Moved by** Councillor Underwood Council accept the bank financials for November 2024 for information.

**CARRIED UNANIMOUSLY**

6. PUBLIC HEARING

7. BYLAWS

7.1 Bylaw 771 - Sidewalk Clearing Bylaw

Being a Bylaw of the Town of Wembley in the Province of Alberta for the purpose of controlling and regulating the removal of snow, ice, dirt, debris, and waste materials from sidewalks in the Town of Wembley.

**MOTION #2025-0005**

**Moved by** Councillor Ketchum Council give first reading to Bylaw 771, being the Sidewalk Clearing Bylaw.

**CARRIED UNANIMOUSLY**

Bylaw 771 was then read for the first time.

**MOTION #2025-0006**

**Moved by** Councillor Underwood Council give second reading to Bylaw 771.

**CARRIED UNANIMOUSLY**

Bylaw 771 was then read for the second time.

**MOTION #2025-0007**

**Moved by** Councillor Berlasty Council have third reading of Bylaw 771 at this meeting.

**CARRIED UNANIMOUSLY**

**MOTION #2025-0008**

**Moved by** Councillor Skinner Council give third and final reading to Bylaw 771.

**CARRIED UNANIMOUSLY**

Bylaw 771 was then read for the third time and finally passed.

8. POLICIES

9. CAO REPORT

10. OLD BUSINESS

11. NEW BUSINESS

11.1 CAO 2025 Vacation Request

**MOTION #2025-0009**

**Moved by** Councillor Berlasty Council accept the CAO's Vacation Request as presented.

**CARRIED UNANIMOUSLY**

11.2 Appointing Noreen Zhang as Returning Officer and Danielle Line as Substitute Returning Officer for the 2025 Municipal Election.

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Initials

**MOTION #2025-0010**

**Moved by** Councillor Ketchum Council appoint Noreen Zhang as Returning Officer and Danielle Line as Substitute Returning Officer for the 2025 Municipal Election.

**CARRIED UNANIMOUSLY**

- 11.3 Town of Wembley Organizational Chart  
CAO Zhang asked that this item be tabled due to reclassification of a couple of positions at this time.

12. REPORTS

- 12.1 Audit Committee
- 12.2 Community Futures
- 12.3 Community and Protective Services Committee
- 12.4 FCSS Advisory Board
- 12.5 Grande Prairie Regional Emergency Partnership
- 12.6 Grande Prairie Regional Emergency Partnership Committee
- 12.7 Grande Prairie Regional Recreation Committee
- 12.8 Grande Prairie Regional Tourism
  - 12.8.1 Appointment of New Executive Director – Ms. Jasmin Greavett**
- 12.9 Grande Spirit Foundation
- 12.10 HR Committee
- 12.11 Healthy Communities Committee
- 12.12 Helen E. Taylor Advisory School Council
- 12.13 ICF & IDP Steering Committee
- 12.14 Northern Alberta Elected Leaders
- 12.15 Parks and Recreation
- 12.16 Peace Airshed Zone Association (PAZA)
- 12.17 Peace Library System Board
- 12.18 South Peace Physician Attraction & Retention Committee
- 12.19 Wapiti Area Synergy Group (WASP)
- 12.20 Water North Coalition
- 12.21 Wembley and District Agricultural Society
- 12.22 Wembley-Dimsdale-Saskatoon Lake Recreation Board
- 12.23 Wembley Elementary School
- 12.24 Wembley Public Library
- 12.25 West Grande Prairie County Regional Landfill
  - 12.25.1. July 10th, 2024 - Meeting Minutes**
- 12.26 911 and Emergency Service
- 12.27 Bylaw Enforcement Services
  - 12.27.1. County of Grande Prairie Bylaw Enforcement - November 2024 Monthly Report**
  - 12.27.2 County of Grande Prairie Bylaw Enforcement - December 2024 Monthly Report**
- 12.28 Beaverlodge RCMP Detachment
  - 12.28.1. November 2024 Beaverlodge RCMP Wembley Occurrences**

**MOTION #2025-0011**

**Moved by** Councillor Underwood Council accept Committee reports as information.

**CARRIED UNANIMOUSLY**

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Initials

13. CORRESPONDENCE

13.1. 2024 Council Christmas Card

13.2 2024 Christmas Light Contest Winners

**MOTION #2025-0012**

**Moved by** Councillor Ketchum Council accept correspondence as information.

**CARRIED UNANIMOUSLY**

14. NOTICE OF MOTION

15. COUNCIL REPORTS

16. ROUND TABLE

- Councillor Underwood

Brought forward a concern regarding garbage pick-up over Christmas. There was no garbage picked up the entire length of 97<sup>th</sup> on regular scheduled day. Called disposal company, who said they would be out that day but never showed up. Called again but no one phoned back or picked up garbage. Also had an issue with the inflatables that were still up but that has been resolved.

- Mayor Peterson

Basically nothing – family is doing good.

- Councillor Ketchum

Attended GPRTA meeting where new Executive Director was presented. The sub-committee for the Alberta Culinary Tourism should be receiving their deliverables shortly. FCSS event for the seniors was awesome. There was an issue with the cleanliness of the arena, where event was held, and dirty dishes were still strewn around. The Christmas Parade put on by Parks & Rec was great. Also attended the Wembley Firefighters Association Awards and Christmas Party.

- Councillor Skinner

Grande Spirit Foundation will have 3 full days of strategic planning in January. The Grande Spirit Foundation will also be celebrating their 65<sup>th</sup> Anniversary in June this year. The Seniors Dinner was amazing. Day Care is coming along, and Passionate Heart will be on February 14, 2025.

- Councillor Berlasty

Community Futures had a half-day workshop in December where a number of good things came out. In the coming year Community Futures is planning on having more of an impact on smaller communities.

- CAO Zhang

Municipal Law Seminar is in February and please let her know if you are interested in joining up. CAO Zhang has already registered some Councillors for “Growing the North”, if interested please contact her to be registered. No topics or dates yet for the Intermunicipal meeting. Please let her know dates that may work for you. There is also a Water Earth Innovation Convention on February 5, 2025, put on by Aquatera. Each municipality is allotted 45 – 60 minutes to give a speech, from a select list of topics, how Aquatera has impacted their municipality. And, on January 21<sup>st</sup>, there will be a Community Groups Planning Night. The goal is to plan out community events so that they do not conflict with each other, or they might be able to combine their events. Also working on the idea of how to break the world record for number of people wearing dinosaur costumes in the Town of Wembley.



**MOTION #2025-0013**

**Moved by** Councillor Underwood Council take a short break – 8:28 p.m.

**CARRIED UNANIMOUSLY**

**MOTION #2025-0014**

**Moved by** Councillor Berlasty Council resume – 8:32 p.m.

**CARRIED UNANIMOUSLY**

17. CLOSED SESSION

17.1. Economic or Other Interest – Property - FOIP Section 25

17.2 Third Party/Personal Privacy – HR Matter - FOIP Section 17

**MOTION #2025-0015**

**Moved by** Councillor Underwood Council go into Closed Session – 8:32 p.m.

**CARRIED UNANIMOUSLY**

**MOTION #2025-0016**

**Moved by** Councillor Berlasty Council come out of Closed Session – 9:31 p.m.

**CARRIED UNANIMOUSLY**

18. ADJOURNMENT

**MOTION #2025-0017**

**Moved by** Councillor Berlasty Council adjourn at 9:31 p.m.

**CARRIED UNANIMOUSLY**

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Mayor – Kelly Peterson

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CAO – Noreen Zhang

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Initials

MONTHLY FINANCIAL STATEMENT FOR DECEMBER 2024

	General Account 24	Bus. LOC \$590,000	General Savings 79	Off-Site Levy 25	2020 MOST 26	Skateboard 27	MDP project 28	2020 MSI grant 29	Land Tax Sale 30	T-Bill 31	TRUST CHQ/SAV 32	Grant AQUACWFF 84	NRED GRANT FUNDS 78	T O T A L
Balance shown on Bank Statement	937,602.85		404,487.57	285,484.54	180,016.71	7,390.45	168,016.92	386,157.43	22,238.30	147,229.84	45,654.29	5,174.89	206,595.96	\$ 2,796,049.75
Deposits not on statement	0.00	0.00	0.00											\$ -
Subtotal	937,602.85	0.00	404,487.57	285,484.54	180,016.71	7,390.45	168,016.92	386,157.43	22,238.30	147,229.84	45,654.29	5,174.89	206,595.96	\$ 2,796,049.75
Less Outstanding Cheques	107,786.44													\$ 107,786.44
Bank Balance at end of Month	829,816.41	0.00	404,487.57	285,484.54	180,016.71	7,390.45	168,016.92	386,157.43	22,238.30	147,229.84	45,654.29	5,174.89	206,595.96	\$ 2,688,263.31
Computer Bank Balance at end of Month	829,816.41		404,487.57	285,484.54	180,016.71	7,390.45	168,016.92	386,157.43	22,238.30	147,229.84	45,654.29	5,174.89	206,595.96	\$ 2,688,263.31
Adjustments	0.00													
Reconciled Bank Balance at end of Month	\$ 829,816.41		\$ 404,487.57	\$ 285,484.54	\$ 180,016.71	\$ 7,390.45	\$ 168,016.92	\$ 386,157.43	\$ 22,238.30	\$ 147,229.84	\$ 45,654.29	\$ 5,174.89	\$ 206,595.96	\$2,688,263.31

NOTE:  
Adjustment:

MAYOR

CAO

\_\_\_\_\_

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**THE TOWN OF WEMBLEY  
PROVINCE OF ALBERTA  
BYLAW No.772**

**A Bylaw regulating and providing for the terms, conditions, rates, and charges for the supply and use of the Water and Wastewater Utilities provided by Aquatera Utilities Inc. in the Town of Wembley**

**PART I – ENACTMENT – WHEREAS PURSUANT TO Section 7, Municipal Government, RSA 2000, Chapter M-26, the Town of Wembley may pass bylaws respecting public utilities and:**

- A. Has the authority to provide public utilities for public consumption, benefit, convenience, or use;**
- B. Has contracted with Aquatera Utilities Inc. for the provision of Water and Wastewater Utility Services in the Town boundaries;**
- C. Desires to set the terms and conditions, and rates and charges, under which Water and Wastewater Utility Services shall be provided by Aquatera Utilities Inc;**
- D. May pass bylaws for municipal purposes respecting the enforcement of bylaws made under this or any other enactment, including creation of offences; and,**
- E. May pass bylaws for municipal purposes respecting the safety, health and welfare of people and the protection of people and property, and respecting services provided by or on behalf of the Town.**

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

- 1. This Bylaw shall be called “The Town-Aquatera Utility Bylaw”.

**PART II – INTERPRETATION**

- 2. In this Bylaw, including its Schedules, unless the context specifically indicates otherwise:
  - 2.1 APPLICATION means the Application made by a Person for Utility Services in the manner prescribed by Aquatera.
  - 2.2 AQUATERA means Aquatera Utilities Inc.
  - 2.3 AQUATERA MANAGER means the Chief Executive Officer (CEO) of Aquatera from time to time, or the Person designated to act on his behalf.
  - 2.4 AQUATERA SERVICE means that portion of pipes owned by Aquatera and used or intended to be used for the supply of Water or collection of Wastewater, as the context may require, and in the case of a Water service, extending from the Water Main to the Service Valve, and in the

- case of a Wastewater service, extending from the Sanitary Sewer Main to the Property line.
- 2.5 BYLAW means this Town of Wembley Bylaw 772.
- 2.6 CHARGE means an amount assessed by Aquatera to a Consumer.
- 2.7 CONSTRUCTION MANUAL means the Standard Specifications for Construction of Municipal Improvements as revised from time to time and adopted by Aquatera.
- 2.8 CONSUMER means any Person who receives Aquatera Services, and where the context requires, includes any Person who applies for Utility Services.
- 2.9 COUNCIL means the duly elected Council of the Town of Wembley.
- 2.10 DESIGN MANUAL means the Standard Guidelines for Design and Development of Municipal Improvements as revised from time to time and adopted by Aquatera.
- 2.11 FORCE MAJEURE means events arising from acts of God, strikes, lockout, or other industrial disturbances, acts of public enemy, acts of the King's enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, floods, earthquakes, explosions, fires, civil disturbance, mechanical breakdowns, intervention of Federal, Provincial, or Municipal government, or from any of their agencies or boards, the order or direction of any court, and any other causes whether of the kind herein enumerated or otherwise, not within the reasonable control of Aquatera and which by the exercise of reasonable diligence and at a reasonable cost Aquatera is unable to prevent or overcome.
- 2.12 IRRIGATION means the distribution of Water to the surface or sub-surface of lawns, gardens, and other areas situated outside buildings by pipes, hoses, sprinklers or any other method.
- 2.13 IRRIGATION CONSUMER means a Consumer with a separate Meter used only for Irrigation.
- 2.14 LOT means a Lot as defined in the *Municipal Government Act* (Alberta).
- 2.15 METER means any device supplied, used and owned by Aquatera for the purpose of measuring the volume of Water consumed on a Property.
- 2.16 NON-RESIDENTIAL CONSUMER means any Consumer who is not a Residential Consumer.
- 2.17 OCCUPANT means a Person that leases or occupies a Property to which Aquatera Services are provided.

- 2.18 OWNER means the Person registered as the Owner of a Property pursuant to the provisions of the *Land Titles Act* (Alberta).
- 2.19 PEACE OFFICER means a member of the Royal Canadian Mounted Police, a Peace Officer appointed pursuant to the *Peace Officer Act*, or a Bylaw Enforcement Officer.
- 2.20 PERSON includes any individual, partnership, firm, corporation, municipality, association, society, political, or other group, and the heirs, executors, administrators, or other legal representatives of a Person to whom the context can apply according to law unless the context explicitly or by necessary implication requires otherwise.
- 2.21 PRIVATE SERVICE means that portion of the pipes used or intended to be used for the supply of Water or the collection of Wastewater, as the context may require, and in the case of a Water service, extending from the downstream side of the Service Valve, including the connection to the Service Valve, to the meter, and in the case of a Wastewater service, extending from the Property line to the building.
- 2.22 PROPERTY means a Lot or combination of contiguous Lots and includes any development located on the land as the context requires.
- 2.23 RATE means any Rate assessed by Aquatera to a Consumer pursuant to Schedules “D” and “E”.
- 2.24 REGULATIONS means regulations pursuant to the Canadian Plumbing Code and other applicable Provincial legislation.
- 2.25 RESIDENTIAL CONSUMER means a Consumer of Utility Services for Residential Premises.
- 2.26 RESIDENTIAL PREMISES means all buildings designed, constructed, and used as living accommodations.
- 2.27 SANITARY SEWER MAIN means a pipe for carrying Wastewater owned by Aquatera and to which storm, surface and groundwater are not intentionally admitted.
- 2.28 SERVICE PIPE means the pipes used for the supply of Water which extend from the Water Main to the Meter or for the collection of Wastewater which extend from the Sanitary Sewer Main to the building.
- 2.29 SERVICE VALVE means the valve on an Aquatera Service that allows the Water supply from Aquatera to a Property to be turned on or off.
- 2.30 SPECIFIED PENALTY means a specified penalty as defined in the *Provincial Offences Procedures Act* (Alberta).

- 2.31 STANDARD METHODS means the analytical and examination procedures set out in the current edition of “Standard Methods for the Examination of Water and Wastewater”, published jointly by the American Public Health Association, the American Water Works Association, and the Water Environment Federation.
- 2.32 STORM SEWER means a pipe for the collection of storm water, uncontaminated water, drainage from land or a Water Body, and excludes any Wastewater.
- 2.33 STREET means all those lands situated within a road plan registered pursuant to the *Land Titles Act* (Alberta).
- 2.34 TOWN means the municipal corporation of the Town of Wembley, or the area contained within the boundaries thereof, as the context requires.
- 2.35 UTILITY INVOICE means an invoice rendered to a Consumer for Rates and Charges payable pursuant to this Bylaw.
- 2.36 UTILITY SERVICE means:
- a) the supply of Water;
  - b) the provision of Wastewater collection, treatment, and disposal; and
  - c) the provision of other Utility Services as Council may determine.
- 2.37 VEHICLE means:
- a) a car, truck motor home, boat, all-terrain vehicle, motorcycle, snowmobile, or other device which is or may be propelled by a motor; and,
  - b) a holiday trailer, trailer, camper, non-power boat or other device which may be towed behind another Vehicle; but
  - c) does not include bicycle or drone.
- 2.38 VIOLATION TICKET means a violation ticket as defined in the *Provincial Offences Procedures Act* (Alberta).
- 2.39 VOLUNTARY PAYMENT means a voluntary payment as defined in the *Provincial Offences Procedures Act* (Alberta).

- 2.40 WASTEWATER means a combination of Water-carried wastes from any building together with storm, surface and groundwater as may be present.
- 2.41 WASTEWATER SYSTEM means a Wastewater System as defined in the *Environmental Protection and Enhancement Act* (Alberta).
- 2.42 WATER means potable Water as defined in the *Environmental Protection and Enhancement Act* (Alberta).
- 2.43 WATER BODY means a permanent and naturally occurring body of water, or a naturally occurring river, stream, watercourse, or lake.
- 2.44 WATER MAIN means those pipes installed or owned by Aquatera for the conveyance of Water to which Service Pipes may be connected.
- 2.45 WATERWORKS SYSTEM means a Waterworks System as defined in the *Environmental Protection and Enhancement Act* (Alberta).

### **PART III - TERMS AND CONDITIONS – GENERAL**

#### **Management**

- 3.1 The Town and Aquatera have entered into an agreement for Aquatera to provide certain public utilities, more specifically Water supply and Wastewater disposal, for public consumption, benefit, convenience, or use within the Town boundaries.
- 3.2 Aquatera shall, in accordance with the terms and conditions in this Bylaw, be responsible for the operation and management of the Waterworks System, the Wastewater System, and equipment transferred to or owned by Aquatera for:
  - a) the treatment, supply, and distribution of Water; and,
  - b) Wastewater collection, treatment, and disposal.
- 3.3 The Aquatera Manager may establish standards, guidelines and specifications for the design, construction and maintenance of all Wastewater Systems and Waterworks Systems required for the operation of Aquatera.
- 3.4 The Aquatera Manager shall exercise the powers and perform the duties with respect to Aquatera given or assigned to him by this and any other bylaw of the Town and any order, direction or agreement with the Town.

#### **General**

- 3.5 The terms and conditions in this Bylaw are governed by the laws of the Province of Alberta and the Federal laws of Canada applicable in the Province of Alberta. Any lawsuit arising in connection with the terms and conditions shall be brought in the courts of the Province of Alberta.

- 3.6 Nothing in this Bylaw relieves Aquatera, the Consumer, and any other Person from compliance with any Federal or Provincial legislation or any other bylaw of the Town.
- 3.7 Aquatera shall provide for construction, testing, connection, and disconnection of all Utility Services in accordance with the terms and conditions, and at Rates and Charges in this Bylaw.
- 3.8 Aquatera may without limitation, act in response to government or civil authority directives, which may affect Utility Services. The Consumer agrees to cooperate with Aquatera in order to comply with directives.
- 3.9 Aquatera is not responsible for changes to the characteristics or properties of Water that may result from complying with Provincial or Federal legislation. Aquatera is not responsible for any resulting changes to any Fixture, process or production or cost impacts upon Consumers or their business as a result of such measures.
- 3.10 All costs of work done by Aquatera pursuant to this Bylaw may include direct and indirect engineering costs as may be incurred by Aquatera.
- 3.11 An Owner shall grant, at the request of Aquatera, and at the Owner's expense, such easements or rights-of-way over, upon, or under the Owner's Property as may be required for the construction, installation, maintenance, repair, inspection, and operation of a Utility Service for the Owner.
- 3.12 Aquatera shall remain the Owner of all Aquatera Services unless Aquatera and the Consumer have expressly agreed in writing otherwise.
- 3.13 Subject to Section 3.6, a Consumer and Aquatera may enter into a duly executed written agreement to waive, alter, or amend the terms and conditions for the provision of Utility Services.
- 3.14 No Person shall:
- a) remove, operate, or alter any portion of Aquatera Services, except when authorized by the Aquatera Manager and the Town as may be required.
  - b) use the Aquatera Service in a manner that causes any interference or disturbance to any Consumer's use of the services;
  - c) obstruct or impede free and direct access to the Utility Services or to any Aquatera Service;
  - d) install or allow to be installed on property owned or controlled by the Person any structures (permanent or temporary), fences, or landscaping, that could interfere with the maintenance and operation of the Utility Services or Aquatera Services, or interfere with or alter any Meter, seal, or other portion of the Utility Services or Aquatera Services, or result in non-compliance with applicable statutes, regulations, standards or codes;



- e) maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with the Aquatera Services; or,
- f) trespass on Aquatera Property.

If a Consumer or Owner, or a person authorized by a Consumer or Owner, fails to comply with this provision, the Consumer or Owner is responsible to pay the applicable service charge and the cost of repairing or otherwise remedying any damage to or loss of Aquatera Services located on the Owner's premises or premises controlled by the Consumer or Owner, unless caused by circumstances, as determined in Aquatera's sole discretion, to have been beyond the Consumer or Owner's control.

**Utility Services**

- 3.15 Aquatera shall endeavor to provide regular and uninterrupted operations of Utility Services. However, failures, defects, fluctuations, reductions or interruptions to the Waterworks System and Wastewater System are inherent to the normal operation of Utility Services.
- 3.16 Aquatera may disconnect, interrupt or reduce Utility Services at any time, with or without prior notice, subject to Section 3.17:
  - a) in the event of any threatened or actual danger to life or Property, or in any other similar circumstance that it determines, in its sole discretion, acting reasonably, requires such action;
  - b) to make repairs or improvements necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any part of the Aquatera Services;
  - c) to maintain the safety and reliability of the Aquatera Services; or
  - d) due to any other reason, including non-payment of Rates and Charges, emergencies, forced outages, Force Majeure, Water shortage, or interference with the normal delivery of the Utility Service, or in any other case as may be provided for in this Bylaw.
- 3.17 Aquatera shall use reasonable efforts to:
  - a) provide notice of any reduction or interruption of Utility Services;
  - b) minimize interruption duration and occurrences;
  - c) schedule planned interruptions as much as possible at times convenient to Consumers.
- 3.18 Should Aquatera be unable, by Force Majeure, to carry out its obligation, wholly or in part, to supply Utility Services, that obligation shall be suspended.
- 3.19 In the case of extended service interruptions, Aquatera shall make reasonable efforts to supply Utility Services to Consumers through alternative means.

## Liability

- 3.20 Aquatera, its directors, officers, agents, employees, and representatives (collectively, “Aquatera Parties”) shall not be liable to the Consumer or Owner, or their respective directors, officers, agents, employees, and representatives for any loss, injury, damage, expense, charge, cost or liability of any kind, whether direct, indirect, special, or of a consequential nature except only as specifically provided for in this Section, arising out of or in any way connected with any failure, defect, fluctuation, reduction or interruption in Utility Services.
- 3.21 Aquatera Parties shall be liable only for direct physical loss, injury, or damage to a Consumer or Owner, or his Property resulting from the negligent act of Aquatera, its employees or agents in the provision of Utility Services, and which liability shall not include loss of revenue, loss of profits, loss of earnings, loss of production, loss of contract, cost of capital, and loss of use of any Utility Services or Property, or any other similar damage or loss whatsoever arising out of or in any way connected with the failure, defect, fluctuation, reduction, or interruption in Utility Services.
- 3.22 A Consumer or Owner may file a claim with Aquatera for direct losses, damages, expenses, charges, costs or liabilities incurred as a direct result of a breach of this Bylaw.
- 3.23 All limitations, protections and exclusions of liability contained in any Provincial or Federal legislation shall be applicable to and shall benefit the Town and Aquatera Parties jointly and severally in respect of any action brought or contemplated in respect of the Utility Services or anything else associated with this Bylaw.

For greater certainty and without limiting the generality of the foregoing, Aquatera is not liable for any loss, damage or physical harm to any person (except where caused by the gross negligence or intentional tort of an Aquatera Party) and arising from or caused directly or indirectly, in whole or in part, by:

- a) Any substandard condition or quality of Water or Wastewater caused by anything occurring downstream of a Utility Service or Aquatera Service connection point; or
- b) Any failure, defect, fluctuation, reduction or interruption in the provision of Water services or Wastewater services by Aquatera to Consumer or Owner, whether resulting from the break or malfunction of any watermain, Meter, Private Service line or attachment, or from the interruption in or cessation of Water supply in connection with the repair or proper maintenance of the Waterworks System or Wasterwater System or for purposes of Water conservation or for any other cause, including a declaration of Water restrictions by Aquatera.

## Repairs

- 3.24 Aquatera shall maintain and repair the Aquatera Service at no charge to the Consumer

or Owner except where the damage is due to Consumer or Owner negligence or intentional damage.

- 3.25 When Aquatera performs a repair on the Aquatera Service that affects a Consumer's or Owner's Property, Aquatera shall return the Property to original or similar condition at Aquatera's cost, unless damage is due to Consumer or Owner negligence or intentional damage, in which case the costs shall be borne by the Consumer or Owner.

### **Maintenance**

- 3.26 Aquatera shall install Meters less than 38mm in diameter, and shall own and maintain all Meters and measuring devices, except those installed by the Consumer or Owner for his own purposes.
- 3.27 Aquatera shall own and maintain the Aquatera Service at its expense.
- 3.28 The Owner shall own the Private Service and shall be responsible to maintain the Private Service and Fixtures at his expense, except when damage is caused by an Aquatera employee, in which case the costs for repair shall be borne by Aquatera.

### **Rates**

- 3.29 Aquatera may levy and Consumers shall pay for Wastewater collected by Aquatera at the Rates set forth in Schedule "D".
- 3.30 Aquatera may levy and Consumers shall pay for Water supplied by Aquatera as determined by a Meter reading at the Rates set forth in Schedule "E".

### **Groundwater Wells**

- 3.31 Once a Property is connected to an Aquatera Service, any groundwater wells utilized for potable water situated within the Property must be permanently disconnected so as to not supply water to the Aquatera Service.

### **Inspections**

- 3.32 An Aquatera employee may enter a Property to inspect the Private Services and Meters, which may include observation, Meter maintenance, measurement, sampling, or testing, in accordance with this Bylaw.
- 3.33 Should an inspection identify failure, omission, or neglect respecting the Private Services and Meters on the Property or disclose any defect in the location, construction, design, or maintenance of any Private Service and Meter or connection, the Consumer or Owner shall be notified in writing, and the notice shall include a reasonable time to remedy any deficiencies as identified by Aquatera.
- 3.34 Failure or refusal by the Consumer or Owner to allow an Aquatera employee to enter a Property for the purposes of an inspection as per Section 3.32, may result in a discontinuance or denial of Utility Services by Aquatera.

### **Service Connections**

3.35 Each Aquatera Service shall be constructed by Aquatera at the expense of the Owner benefited by the Service.

3.36 Application for connection of Water or Wastewater service to a Property shall be made in the manner prescribed by Aquatera and shall be accompanied by a site plan.

### Services Calls

3.37 Prior to Aquatera doing any service repairs at a Consumer's request, the Person requesting the service call shall sign a service call log authorizing Aquatera to make the necessary repairs and invoice the cost.

3.38 When a Consumer requests a service call and Aquatera is unable to enter the Property for any reason, the Consumer shall pay the applicable service call charge.

### Application for Services

3.39 A Person requesting Utility Services shall apply to Aquatera for a utility account, in the manner prescribed by Aquatera, providing information required and paying the Application Charge, and any deposit as may be required, pursuant to Section 3.47 below.

3.40 Aquatera may establish procedures for the creation of a contract for Utility Services.

3.41 Aquatera shall set up a utility account in the name of the applicant, provided the applicant is:

- a) the Owner or an agent of the Owner;
- b) the Occupant;
- c) the general contractor, in the case of a building under construction; or
- d) in any other instance, as may be approved by the Aquatera Manager.

3.42 Notwithstanding Section 3.41, Aquatera at its sole discretion may require a utility account to be in the name of the Owner of the Property.

3.43 A Consumer may transfer or assign a utility account only with prior approval of the Aquatera Manager.

3.44 A Consumer shall provide two (2) business days' notice to Aquatera to close a utility account.

3.45 A separate utility account shall be set up for each Meter located on a Property.

3.46 This Bylaw shall apply to a Person when one or more of the following has occurred:

- a) the Person's Application for the supply of Utility Services has been approved;
- b) the payment by a Person of a Utility Invoice for Rates or Charges;
- c) the Person receives Utility Services from Aquatera.

### Account Deposits and Interest

3.47 A Consumer shall pay a deposit as follows:

- a) Residential Consumer – \$200.00 per utility account or the amount estimated by the Aquatera Manager to be the cost and supply of Utility Services to the Property over a three (3) month period, whichever is greater.
- b) Non-Residential Consumer – \$300.00 per utility account or the amount estimated by the Aquatera Manager to be the cost and supply of the Utility Services to the Property over a three (3) month period, whichever is greater.
- c) Irrigation Consumer – \$300.00 per utility account or the amount estimated by the Aquatera Manager to be the cost and supply of Utility Services to the Property over a three (3) month period, whichever is greater.

3.48 Notwithstanding Section 3.47:

- a) A Person attempting to open a new utility account who is indebted to Aquatera for Utility Services previously supplied shall not be allowed to make Application, or be entitled to receive Utility Services, until the outstanding account is paid in full and any deposit required is paid by the Person;
- b) A Consumer opening a new utility account due to a change of residence within the Town shall be charged the same deposit as set out in Section 3.47, unless waived as set out below;
- c) The Aquatera Manager may waive the deposit for a Residential Consumer who has been established for the prior continuous twelve (12) months and the Consumer's utility account has been maintained in good standing;
- d) The Aquatera Manager may waive the deposit for a Non-residential or Irrigation Consumer who has been established for the prior continuous twenty-four (24) months and the Consumer's utility account has been maintained in good standing;
- e) If a Consumer has an existing utility account that is not in arrears, and for which no deposit is being held, and Application is made for another Utility Service in the same name and of the same type, the Aquatera Manager may waive the deposit.

3.49 Notwithstanding Sections 3.47 and 3.48, if

- a) payment of a Utility Invoice is in arrears;
- b) a Utility Service to a Property has been Shut Off for non-payment of a Utility Invoice;
- c) a payment has been dishonoured;
- d) the Consumer is not an Occupant of a Property or the general contractor and he wishes to set up a utility account in a name other than that of the Owner; or

- e) a Consumer's previous utility account or other current utility account has not been maintained in good standing;

then the Consumer may be required to pay an additional deposit equal to the amount estimated by the Aquatera Manager to be the cost and supply of Utility Services to the Property over a three (3) month period and pay any arrears of a Utility Invoice.

- 3.50 Notwithstanding Sections 3.47, 3.48, and 3.49, the Aquatera Manager may enter into payment arrangements with a Consumer.
- 3.51 Interest shall be paid to the Consumer at the rate of one percent (1%) per annum, on a deposit calculated from the date of payment of the deposit to the date that the deposit is refunded or applied to the utility account.
- 3.52 A deposit shall be refunded or applied as a credit to a Utility Invoice, together with interest as provided in Section 3.51 if the:
  - a) Residential Consumer has paid all Utility Invoices rendered on or before the due dates for twelve (12) consecutive months;
  - b) Non-residential or Irrigation Consumer has paid all Utility Invoices rendered on or before the due dates for twenty-four (24) consecutive months;
  - c) utility account is closed, and any outstanding Utility Invoices are deducted.

#### **Account Payment and Closure**

- 3.53 A Utility Invoice is due and payable when rendered and, if not paid on or before the due date stated on the invoice, is deemed to be in arrears, and a late payment charge of three percent (3%) of the current invoice shall be added. Failure to receive a Utility Invoice does not relieve a Consumer of liability for payment.
- 3.54 The Aquatera Manager may waive any late payment charge, or portion thereof, imposed or levied under this Bylaw if, in his opinion the waiver is fair and equitable.
- 3.55 If a Consumer partially pays a Utility Invoice, all monies paid shall, notwithstanding any contrary direction by the Consumer, be applied towards payment of the amount due from the Consumer in the following order:
  - a) service charges;
  - b) deposits;
  - c) late payment charges;
  - d) arrears of Rates and Charges for all Utility Services;
  - e) current Rates and Charges for all Utility Services.
- 3.56 When a Consumer gives notice to Aquatera that his account is to be closed, Aquatera shall obtain a final reading of a Meter within two (2) business days and the Consumer shall be liable for and pay for all services supplied up to and including the time of the

reading. Aquatera may base the final Charge for service on an estimated Meter reading which shall be prorated from the time of the actual Meter reading.

- 3.57 If any Rate or Charge for the provision of Utility Services is designated by reference to a specific period of time, the charge for a lesser period of time shall be prorated.
- 3.58 If a Consumer is in arrears in payment of any Rates or Charges levied, the Aquatera Manager may enforce payment by all or any of the following:
- a) shutting off or discontinuing the Utility Service being supplied to the Consumer;
  - b) action in any court of competent jurisdiction; and/or
  - c) any other remedies available at law.
- 3.59 If pursuant to Section 3.58 the Aquatera Manager determines that a Utility Service should be Shut Off, an Aquatera employee may enter the Property where the Aquatera Service is located to Shut Off the Service. No Person shall interfere with or attempt to obstruct any Aquatera employee attempting to Shut Off the Service. Failure to allow entry, interference with or attempting to obstruct Shut Off is an offence.

#### **Extension of Service Area**

- 3.60 Subject to the provisions of this Bylaw, Aquatera shall provide Utility Services within the boundaries of the Town as follows:
- a) Aquatera shall provide Utility Services to those areas of the Town as may be agreed by the Town and Aquatera;
  - b) When the Town authorizes new development or subdivision of Property that requires Utility Services, the Town shall require the Owner, as a condition of subdivision or development approval, to construct at the Owner's expense, Water and Sanitary Sewer Mains as may be required, Service Pipes and related appurtenances. It shall be the Owner's responsibility that construction of the above complies with the standards established by the Town, the Construction Manual and the Design Manual. Upon the Owner obtaining from the Town construction completion certificates for the completed construction, Aquatera shall provide Utility Services according to the terms and conditions of this Bylaw and upon payment by the Owner or Consumer of the applicable Rates and Charges;
  - c) Aquatera may agree to supply Utility Services to Property that has not previously been serviced, in the absence of new development or subdivision, and the Owner or Consumer shall construct or pay for the construction of the Service Pipes in accordance with the Design Manual and the Construction Manual;
  - d) Aquatera may reserve the right to refuse the supply of Utility Services in situations where there may be concerns respecting the capacity, safe operation, or damage to Utility Services, or the ability of the Consumer, Owner, or Aquatera to comply with this Bylaw or applicable Federal, Provincial or Municipal legislation or

Regulations.

**PART IV - TERMS AND CONDITIONS - WASTEWATER SERVICES**

- 4.1 The terms and conditions for the provision of Wastewater services are set out in Schedule “A”.

**PART V - TERMS AND CONDITIONS - WATER SERVICES**

- 5.1 The terms and conditions for the provision of Water services are set out in Schedule “B”.

**PART VI - CHARGES FOR SERVICES**

- 6.1 Aquatera may impose Charges and Consumers shall pay for services as set out in Schedule “C”.

**PART VII – ENFORCEMENT**

- 7.1 A Person who violates, contravenes or breaches any provision of this Bylaw is guilty of an offence and is liable for, and subject to the fines established in this Bylaw.
- 7.2 A Person who is guilty of an offence is liable:
  - a) to a fine established in this Bylaw; or
  - b) on summary conviction, to a fine not exceeding \$10,000, and to an order of imprisonment for not more than one (1) year, or both.
- 7.3 The following fine amounts are established for use on Violation Tickets if a Voluntary Payment option is offered:
  - a) \$2,500 for any offence under Sections 22, 30, 33, 34, 35, and 36, in Schedule A;
  - b) \$7,500 for any offence under Sections 1, 23, and 28, in Schedule A;
  - c) \$5,000 for any offence for which a fine is not otherwise established in this Bylaw.
- 7.4 The following fine amounts are established for use on Violation Tickets for violating, contravening or breaching Section 82 in Schedule B to this Bylaw:
  - a) \$400 for any offence under Subsection 82.a);
  - b) \$600 for any offence under Subsection 82.b);
  - c) \$1,500 for any offence under Subsection 82.c);
  - d) \$2,500 for any offence under Subsection 82.d).
- 7.5 A Peace Officer may issue a Violation Ticket or summons pursuant to the Provincial Offences Procedure Act, to a Person who contravenes a provision of this Bylaw.



- 7.6 A Person who commits an offence may, if a Violation Ticket or summons is issued in respect of the offence, pay the fine amount established by this Bylaw for the offence and if the amount is paid on or before the required date, the Person shall not be prosecuted for the offence.
- 7.7 A fine of not less than \$1,000 and not more than \$10,000 is established for use on Violation Tickets if a Voluntary Payment option is offered.
- 7.8 If a Violation Ticket is issued in respect of an offence, the Violation Ticket may specify the fine amount established by this Bylaw for the offence or may require the Person charged to appear in court without the alternative of making a Voluntary Payment.
- 7.9 A Person who commits an offence may, if a Violation Ticket is issued in respect of the offence, and if the Violation Ticket specifies the fine amount established by this Bylaw for the offence, make a Voluntary Payment equal to the specified fine.
- 7.10 Service of a Violation Ticket or summons shall be completed if it is:
- a) Personally served;
  - b) attached to any Vehicle with respect of an offence alleged to have been committed in relation to that Vehicle;
  - c) sent by ordinary mail to the residence of the registered owner of the Vehicle; or
  - d) left for the defendant, at their residence with an occupant of the residence who appears to be at least eighteen (18) years of age.
- 7.11 In the case of an offence that is of a continuing nature, a contravention of a provision of this Bylaw constitutes a separate offence in respect of each day, or part of a day, on which the contravention continues, and a Person guilty of an offence is liable to a fine in an amount not less than that established by this Bylaw for each day.
- 7.12 For the purposes of this Bylaw, an act or omission by an employee or agent of a Person is deemed also to be an act or omission of the Person if the act or omission occurred in the course of the employee's employment with the Person, or in the course of the agent exercising the powers or performing the duties on behalf of the Person under their agency relationship.
- 7.13 When a corporation commits an offence under this Bylaw, every principal, director, manager, employee, or agent of the corporation who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence is guilty of the offence whether or not the corporation has been prosecuted for the offence.

## **PART VIII – GENERAL PROVISIONS**

- 8.1 In the event any portion of this Bylaw is found invalid by a Court of Law or is overturned

by a superior jurisdiction, the validity of the remaining portions of this Bylaw shall not be affected.

- 8.2 Words used in the present tense include the other tenses and derivative forms. Words used in the singular include the plural and vice versa. Words used in the masculine include the feminine. A word or expression and grammatical forms of the same word or expression have corresponding meanings. Headings are provided for reference purposes only.

**PART IX - EFFECTIVE DATE**

9.1 This Bylaw shall come into effect on March 1<sup>st</sup>, 2025.

9.2 Bylaw 762 is hereby repealed.

**READ** a first time this 27th day of January 2025;

**READ** a second time this 27th day of January 2025;

**READ** a third time and finally passed this 27th day of January 2025.

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MAYOR, Kelly Peterson

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CAO, Noreen Zhang

**TOWN OF WEMBLEY  
BYLAW NO. 772**

**SCHEDULE “A”**

**TERMS AND CONDITIONS - WASTEWATER SERVICES**

**DEFINITIONS**

**In this Schedule,**

- 1.1 ASHES means the residue from any substance after combustion and includes partially burnt wood, charcoal or coal.
- 1.2 B.O.D. (denoting STANDARD BIOCHEMICAL OXYGEN DEMAND) means the quantity of oxygen utilized in the biochemical oxidation of the organic matter in Wastewater under standard laboratory procedure over a period of five (5) days at a constant temperature of 20°C, expressed in milligrams per litre.
- 1.3 BUILDING DRAIN means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes within a building and conveys it to the point of connection with the Private Service.
- 1.4 CONTROL MANHOLE means a manhole situated over a Private Service for observation, sampling and measurement of Wastewater.
- 1.5 DENTAL AMALGAM means a dental filling material consisting of an amalgam of mercury, silver and other materials such as copper, tin or zinc.
- 1.6 FIXTURE means a receptacle, appliance, apparatus or other device that discharges Wastewater or unpolluted water waste and includes a Floor Drain.
- 1.7 FLOOR DRAIN means a Fixture used to receive Water from the floor of a building.
- 1.8 HYDROCARBONS mean solvent extractable matter as described in the Standard Methods.
- 1.9 INDUSTRIAL WASTE means the Water-carried liquid waste from industrial processes, such as dairies, breweries, packing plants, and similar processes.
- 1.10 INTERCEPTOR means a receptacle that is installed to prevent oil, grease, sand, Dental Amalgam, or other materials from passing into a drainage system.

- 1.11 LIME SLURRY means a mixture of lime and water resulting in a pH in excess of 10, or suspended solids in excess of 1000 milligrams per litre.
- 1.12 OIL AND GREASE means n-Hexane extractable organic matter as described in the Standard Methods.
- 1.13 OVERSTRENGTH SURCHARGE means the Rate of cubic metre of Water consumed and charged to a Consumer who releases Wastewater into the Wastewater System that exceeds one or more constituent concentrations.
- 1.14 pH means the measure of the intensity of the acid or alkaline condition of a solution determined by the hydrogen ion concentration of the solution as set out in the Standard Methods.
- 1.15 POLLUTED WASTE means material or Wastewater contaminated with wastes in excess of that permitted in this Bylaw.
- 1.16 TSS (denoting TOTAL SUSPENDED SOLIDS) means solids that either float on the surface of, or are in suspension in, water, Wastewater or other liquid, and which are removable by laboratory filtering.

## **TERMS AND CONDITIONS – WASTEWATER SERVICES**

### **Restricted Discharge**

1. No Person shall discharge any Wastewater into:
  - a) any Storm Sewer or Water Body within the Town;
  - b) the Wastewater System except with a connection approved under this Bylaw and the Regulations.
2. No Person shall discharge or cause to be discharged any storm water, surface water, groundwater, roof runoff, subsurface drainage, or Water into a Sanitary Sewer Main.
3. Notwithstanding Section 2, the Aquatera Manager may approve discharge of storm water, surface water, groundwater, roof runoff, subsurface drainage, or Water into a Sanitary Sewer Main where exceptional conditions exist and Aquatera shall levy the Rate specified in Schedule "D" for the volume of Water measured or estimated by the Aquatera Manager to have been discharged into the Sanitary Sewer Main.

### **Connection to Sanitary Sewer Main**

4. The Owner of any building located on Property adjacent to a Sanitary Sewer Main may request that the building be connected with the Sanitary Sewer Main.
5. If a Sanitary Sewer Main is constructed adjacent to a Property on which a private Wastewater disposal system is installed, the Town, with written notification to the

Aquatera Manager, may give written notice to the Owner to connect with the Sanitary Sewer Main within a specified time.

6. If notice is issued pursuant to Section 5, the private Wastewater disposal system shall be abandoned, in accordance with the Regulations at the Owner's expense, and as may be approved by the Town.

### **Service Connections**

7. When a Private Service connection is abandoned, the Owner shall at his expense, block the connection at the Property line. Abandonment of Private Service connections must be inspected and approved by Aquatera and the Town as may be required, prior to backfill.
8. A separate Service Pipe shall be provided for every lot; multiple buildings on one lot may share servicing, requiring a service under the Alberta Building Code, Alberta Plumbing Code and the Regulations.
9. Notwithstanding Section 8, if a new building is constructed on the same Property as an existing building and it is not practicable to construct a separate sewer to the new building, the existing Private Service may be extended to the new building, subject to approval by the Town and Aquatera.
10. Any Person who seeks to make a new connection to an existing Aquatera Service shall obtain written approval from the Aquatera Manager.
11. Aquatera shall be responsible for all costs incurred in constructing a new Aquatera Service if the existing pipe is deemed unacceptable for reuse, and upsizing of the pipe is not required.
12. The Owner shall be responsible for all costs incurred by Aquatera in constructing a new Aquatera Service where upsizing of the existing pipe is required as determined by the Aquatera Manager in his sole discretion.
13. The Owner shall be responsible for all costs incurred by Aquatera in constructing a new Aquatera Service to properties that were not previously serviced or where additional Aquatera Services are required.
14. The construction of the Aquatera Service shall conform to the requirements in the Design Manual and the Construction Manual.
15. In the absence of applicable provisions in the Regulations, the materials and procedures set forth in standards published by the American Society of Testing and Materials, the Canadian Standards Association and American Water Works Association shall apply.
16. In a building where the Building Drain is too low to permit gravity flow to the Aquatera Service, the Wastewater shall be lifted and discharged to the Private Service as approved by Aquatera and at the Owner's expense.
17. All excavations as may be required under this Bylaw shall be guarded with barricades,

lights and other warning devices in a manner satisfactory to the Town and the Aquatera Manager.

18. Streets, parklands, and other public Property disturbed during excavation shall be restored in a manner satisfactory to the Town and the Aquatera Manager.

### **Clearing Tree Roots**

19. Clearing tree roots infesting a Private Service shall be the responsibility of the Person who maintains the affected portion of the Private Service.
20. The proximity of trees contributing to the root infestation in a Private Service shall have no bearing on the responsibility of a Person to clear the root infestation.
21. Where a dispute exists as to the responsibility for Wastewater Service Pipe failure or blockage, a video inspection or an electronic line location may be performed to determine the location of the problem. All costs associated with the inspection or location shall be borne by the Person responsible for maintaining that portion of the Private Service where the problem is found to exist.

### **Wastewater Treatment**

22. Any Person delivering Wastewater or Interceptor material for treatment shall:
  - a) apply for and receive a Treatment Facilities Waste Manifest issued by Aquatera;
  - b) comply with Aquatera requirements;and the Wastewater or Interceptor material may be subject to inspection, sampling or analysis, and Aquatera may assess Charges for lab analysis of samples.

### **Wastewater Discharge Prohibitions**

23. No Person shall discharge, or cause or permit to be discharged, any of the following into any Sanitary Sewer Main:
  - a) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive substance;
  - b) A toxic or poisonous substance in sufficient quantity to interfere with any Wastewater treatment process or constitute a hazard to Aquatera structures, equipment, and personnel;
  - c) Having a pH in excess of 9.5 or lower than 5.5, or having other corrosive properties that may constitute a hazard to Aquatera structures, equipment, and personnel;
  - d) Any Ashes, cinders, wood, wood-shavings, sawdust, rags, sand, mud, straw, metal, glass, fiberglass, plastics, eggshells, feathers, paper other than toilet paper, or other solids;

- e) Animal carcasses, parts, or wastes including those from tanning operations;
- f) Any liquid or vapour having a temperature higher than 65°C;
- g) Any Wastewater containing more than four hundred and fifty (450) mg/L Oil and Grease, whether emulsified or not, or containing substances which may solidify or become viscous at temperatures between 0°C and 65°C;
- h) Wastewater containing substances exceeding any of the following concentrations or exceed concentrations identified in the Environmental Quality Guidelines for Alberta Surface Waters or in the Environmental Protection and Enhancement Act Registration #1292 which in the Aquatera Manager's analysis may interfere with treatment operations or result in the effluent discharge limit to be exceeded:

Antimony	1.0 mg/L	Manganese	1.0 mg/L
Arsenic	1.0 mg/L	Mercury	0.1 mg/L
Barium	3.0 mg/L	Molybdenum	5.0 mg/L
Benzene	0.5 mg/L	Nickel	0.5 mg/L
Boron	1.0 mg/L	Nitrogen, Total Kjeldahl	50 mg/L
Cadmium	0.05 mg/L	Phenolic Compounds	0.1 mg/L
Chlorinated Hydrocarbons	0.02 mg/L	Selenium	1.0 mg/L
Chromium	1.0 mg/L	Silver	1.0 mg/L
Cobalt	5.0 mg/L	Sulphide	1.0 mg/L
Copper	0.5 mg/L	Toluene	0.5 mg/L
Cyanide	1.0 mg/L	Total Hydrocarbons(C6-C30)	100 mg/L
Ethyl Benzene	0.5 mg/L	Total Pesticides	0.1 mg/L
Formaldehyde	100 mg/L	Xylene	0.5 mg/L
Lead	1.0 mg/L	Zinc	1.0 mg/L

- i) Pollutants prohibited from being discharged under any Provincial or Federal legislation;
- j) Any substance which is or may be harmful to any recipient Water Body as identified in the Environmental Quality Guidelines for Alberta Surface Waters, or the Wastewater System, or part thereof or shall cause a violation or non-compliance event in the Code of Practice for Wastewater Systems Using a Wastewater Lagoon;
- k) Any Wastewater containing a substance, including hydrogen sulphide, carbon disulphide or other reduced sulphur compounds, but not including domestic Wastewater which by itself or in combination with other substances is capable of creating odours;
- l) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Aquatera Manager in compliance with Provincial and Federal legislation, or other agencies having jurisdiction;
- m) Any Wastewater containing more than 500 mg/L B.O.D.;
- n) Waste which contains, exerts, or causes:
  - .1) unusual concentration of inert suspended solids, including but not limited to Fullers earth, Lime Slurry and residues, or dissolved solids, including but not limited to sodium chloride and sodium sulphate;
  - .2) excessive discoloration, including but not limited to dye, wastes, and vegetable tanning solutions;
  - .3) unusual B.O.D., chemical oxygen demand, or chlorine requirements in such quantities which may in the opinion of the Aquatera Manager constitute a significant load on the Wastewater System; and
  - .4) unusual volume of flow or concentration of Wastewater;
- o) Wastewater containing substances which are not amenable to treatment or reduction by the Wastewater treatment processes employed by Aquatera, or are amenable to treatment only to such degree that the Wastewater System discharge cannot meet the requirements of Provincial and Federal legislation, or other agencies having jurisdiction;
- p) Wastewater having two or more separate liquid layers;
- q) Wastewater containing biomedical wastes, PCBs, or any other waste, which in the opinion of the Aquatera Manager:
  - .1) is or may become harmful to the Wastewater System and recipient Water Body;
  - .2) may interfere with the proper operation of the Wastewater System; and,



- .3) may become a hazard to Persons, Property or animals.
24. No Person shall discharge or permit the discharge of Wastewater into a Wastewater System where Water has been added to the discharge for the purposes of dilution to achieve compliance with Section 23 of this Schedule.
  25. If, in the opinion of the Aquatera Manager, any Wastewater proposed to be discharged to a Sanitary Sewer Main contains any substance and which would have a deleterious effect upon the Wastewater System, or create a hazard to life or constitute a public nuisance, the Aquatera Manager may:
    - a) Reject the Wastewater;
    - b) Require pre-treatment to an acceptable condition for discharge;
    - c) Require control over the quantities and rates of discharge; and/or
    - d) Require payment by the Owner or Occupant to cover the added cost of handling and treating the waste not covered by existing Wastewater service Charges under the provisions of this Bylaw.
  26. The Aquatera Manager may permit the pre-treatment or equalization of waste flows.
  27. The design, installation, maintenance, and operation of the plants and equipment required to comply with Section 26 shall be at the cost of the Owner and subject to the approval of the Aquatera Manager, and to the requirements of Provincial and Federal legislation, and other agencies having jurisdiction.
  28. Any Industrial Waste or Polluted Waste that does not meet the requirements of this Schedule shall not be discharged into the Sanitary Sewer Main.
  29. A Person who releases Wastewater containing concentrations exceeding 500 mg/L of TSS, 500 mg/L of B.O.D., or 100 mg/L of Oil and Grease, including Hydrocarbons, or containing substances which in the opinion of the Aquatera Manager may be harmful to Aquatera's Wastewater System or could result in exceedances to Aquatera's operating approval, shall be assessed a surcharge calculated as per Schedule "D".

**Interceptors**

30. Interceptors shall be installed for the collection of grease, oil, mud, and Dental Amalgam, at the Owner's expense, for all commercial garages, restaurants, dental offices, automotive service stations, and vehicle and equipment washing establishments, and for other similar businesses when required by the Regulations or, when Interceptors are necessary in the opinion of the Aquatera Manager to protect the Sanitary Sewer Main and for the proper handling of liquid wastes containing grease in excessive amounts, Dental Amalgam, or any flammable wastes, sand, mud, or other similar substances.
31. All Interceptors shall comply with the Regulations and shall be located readily and easily accessible for cleaning and inspection, and shall be maintained in a satisfactory condition

and effective operation by the Owner at his expense.

32. All Interceptors shall be connected to the Sanitary Sewer Main unless the Aquatera Manager approves an alternate solution.
33. A Control Manhole is required when an Interceptor is installed, as per Section 30 above, as part of any commercial or industrial building constructed after the effective date of this Bylaw, as stated in PART IX – Effective Date, Section 9.1.
34. Residential garages with Floor Drains connected to the Sanitary Sewer Main shall have a mud Interceptor of sufficient size and design to effectively trap solids, in compliance with the Regulations, and the Owner shall retain documentation for at least two years confirming clean- out of the Interceptor.
35. No Person shall use enzymes, bacteria, solvents, hot Water, or other agents to facilitate passage of Oil and Grease, including Hydrocarbons through an Interceptor.
36. No Person shall deposit, cause, or allow Interceptor residue to enter the Sanitary Sewer Main.

**Control Manhole**

37. If a Control Manhole does not exist on a Property, prior to the effective date of this Bylaw, as stated in PART IX – Effective Date, Section 9.1, the Control Manhole for that Property shall be deemed to be the manhole in the Sanitary Sewer Main which is downstream and nearest to the point at which the Private Service for the Property is connected to the Sanitary Sewer Main.
38. Aquatera may require the Owner of a Non-residential Property with a Private Service connection to install and maintain at his expense a Control Manhole on the Property in accordance with the Construction Manual.

**Sampling**

39. All sampling, measurements, tests, and analysis of the characteristics of Wastewater as may be required under this Bylaw shall be determined in accordance with the Standard Methods.
40. The Aquatera Manager may take and analyze samples of the Wastewater from any Property to determine if concentrations of deleterious substances prohibited under this Bylaw or other applicable legislation are being discharged, and a record of each sample and analysis shall be maintained.
41. The Aquatera Manager may take and analyze samples of Wastewater from any Property over a period of time which, in his opinion, is sufficient to determine the quality of the average Wastewater under normal conditions.
42. The Property Owner shall be responsible for all sampling costs required to determine the Wastewater discharge, proposed or existing, and shall be assessed a surcharge as required by the Aquatera Manager.

**Wastewater Surcharge**

43. Aquatera may assess a surcharge to the Consumer for Wastewater as provided in Schedule "D" when the concentration of Wastewater samples exceeds any or all of the limits identified in Section 29.
44. If the Consumer who is Charged a Wastewater Surcharge is of the opinion that the concentration of the Wastewater discharge has been reduced from that shown in a previous sample made by the Aquatera Manager, the Consumer may request additional sampling at his expense.
45. Notwithstanding the prohibitions in this Schedule, Aquatera may accept Polluted Waste of unusual strength or characteristic for treatment, subject to the Person requesting treatment entering into an agreement with Aquatera. The agreement shall include provisions for on-going sampling and system monitoring as deemed appropriate by the Aquatera Manager including costs for these services being born by the Property Owner.

**TOWN OF WEMBLEY  
BYLAW NO. 772**

**SCHEDULE “B”**

**TERMS AND CONDITIONS - WATER SERVICES**

**DEFINITIONS**

**In this Schedule,**

- 1.1 BACKFLOW PREVENTER, also referred to as a cross connection control device, means a device that prevents the flow of Water or other liquids, mixtures, or substances into the Waterworks System from any source or sources other than the intended source.
- 1.2 BULK WATER means Water purchased from Aquatera by a Bulk Water Outlet or at a Bulk Water Station.
- 1.3 BULK WATER OUTLET means a Consumer authorized solely by Aquatera as a dispenser of Bulk Water.
- 1.4 BULK WATER STATION means a location owned and operated by Aquatera where a Person may purchase Bulk Water.
- 1.5 COMBINED SERVICE means the Service Pipe used to supply Water for both Water and fire protection.
- 1.6 COMMUNICATION WIRE means the wire which connects a Meter to a Remote Reading Device.
- 1.7 CROSS CONNECTION means any existing temporary, permanent, or potential connection between any part of the Waterworks System and any other environment containing other substances in a manner, which, under any circumstances, allows or may potentially allow such substances to enter the Waterworks System.
- 1.8 CROSS CONNECTION CONTROL POLICY means Aquatera’s policy governing Cross Connection requirements and prohibitions, and as may be amended from time to time to reflect changes to the industry standard and available on [www.aquatera.ca](http://www.aquatera.ca).
- 1.9 DISCONTINUATION means the physical disconnection of a Water Service Pipe from a Water Main.
- 1.10 FIRE LINE means a pipe that is intended solely for the purpose of providing a standby supply of Water for fire protection purposes.

- 1.11 REMOTE READING DEVICE means the device which enables Aquatera to determine Water consumption registered by a Meter, without entering the building in which the Meter is installed.
- 1.12 SEAL means a sealed wire loop that passes through an end connection and the body of a Meter or Remote Reading Device to prevent tampering.
- 1.13 SERVICE BOX means the operating rod, casing, and extension used for the operation of a Service Valve from ground level.
- 1.14 SHUT OFF means an interruption of the supply of Water.

**TERMS AND CONDITIONS – WATER SERVICES**

**Water Supply Shut Off**

- 1. The Aquatera Manager may Shut Off the Water supply to a Consumer for any reason considered appropriate and for a length of time as necessary, provided that reasonable efforts are used to give notice to an affected Consumer.

**Water Supply and Pressure**

- 2. Aquatera does not guarantee Water pressure and may at any time, without notice, change the operating Water pressure.
- 3. A Consumer requiring an uninterrupted Water supply or pressure or having processes or equipment that requires Water quality of a specific standard shall provide the necessary Fixtures to ensure an uninterrupted supply, pressure, or quality of Water.

**Inspection**

- 4. Aquatera may inspect a Consumer’s Property to conduct tests on Private Services to determine compliance with this Bylaw, the Alberta Plumbing Code, and Aquatera may Shut Off the Water supply should the Consumer deny access.

**Water Connections**

- 5. A Person constructing or relocating a building on Property adjacent to a Water Main after this Bylaw comes into effect, as stated in PART IX – Effective Date, Section 9.1, shall connect the building to the Water Main.
- 6. If a Water Main is constructed adjacent to a Property on which a private Water system is installed, the Town, with the consent of the Aquatera Manager, may give the Owner of the Property notice to connect any building with the Water Main within a specified time. Without restricting the generality of the foregoing, it is the intent of the Town to require connection to a Water Main upon an intensification of use or development on a Property.
- 7. No Person shall connect a private water system to an Aquatera Service.

**Water Use**

8. A Consumer shall:
  - a) use Water for his own use and benefit;
  - b) not sell Water unless he is an authorized Bulk Water Outlet;
  - c) not lend, give away, or dispose of Water; and,
  - d) not increase Water usage above the volume agreed upon with Aquatera.
9. If a Consumer is in breach of Section 8, the Aquatera Manager may Charge for all the water supplied to the Consumer at the current Bulk Water Rate.

**Bulk Water**

10. Aquatera may permit Bulk Water to be provided at Bulk Water Outlets.
11. Bulk Water may be purchased at a Bulk Water Station at the current Bulk Water Rate.

**Irrigation**

12. The Aquatera Manager may regulate, restrict, or prohibit Irrigation as may be necessary, including refusing, in their sole discretion, to authorize installation of an irrigation Meter, and may Shut Off the water supply to a Consumer who contravenes this Section.
13. Any Consumer, except Residential Premises with not more than three (3) units, may apply to Aquatera to become an Irrigation Consumer.
14. An Irrigation Consumer shall install at his expense, a Cross Connection Control Device as required by Aquatera.

**Discharge of Water to Waste**

15. Unless authorized by the Aquatera Manager, no Person shall, for any reason, cause, permit, or allow the discharge of Water so that it runs to waste.

**Noise and Pressure Surges**

16. No Consumer shall cause, permit, or allow any apparatus, fitting or Fixture to be connected to the Water supply or allow the Water supply to be operated in a manner to cause noise, pressure surges, or other disturbance which may in the opinion of the Aquatera Manager damage the Waterworks System and the Aquatera Manager may Shut Off the water supply until the Consumer remedies the breach.

**Service Valve Operations**

17. A Service Valve may be turned on or off only when authorized by the Aquatera Manager.

**Fire Hydrants**

18. A fire hydrant may be operated only by Aquatera employees or Fire Department

- employees, or a person authorized by the Aquatera Manager.
19. Fire hydrants shall be used only for fire protection, unless authorized by the Aquatera Manager.
  20. No Person shall allow anything to be constructed, placed, erected, or planted adjacent to a fire hydrant, which may interfere with access to, use, maintenance, or visibility of the hydrant.
  21. If requested by a Person and approved by Aquatera and the Town, a fire hydrant on public Property may be relocated, raised or lowered at that Person's expense.
  22. Aquatera shall own, inspect, maintain, repair, and replace a fire hydrant on public Property.

**Cross Connection**

23. No Consumer shall cause, permit or allow any pipe, Fixture, fitting, container or other apparatus to remain connected to his Water supply, which may cause Water from a source other than Aquatera, or any deleterious liquid or substance, to enter the Waterworks System.
24. A Consumer shall install an approved Cross Connection Control Device to prevent Water in the Waterworks System to become contaminated with any deleterious liquid or substance.
25. A Consumer shall install, maintain, and test a Cross Connection Control Device on a Waterworks System connection, including a Fire Line, in compliance with Aquatera's Cross Connection Control Policy.
26. In compliance with the Cross Connection Control Policy, a Consumer shall provide Aquatera with annual testing of the Cross Connection Control Device and shall address any failed tests.

27. *Continued - Schedule "B" Terms and Conditions - Water Services*

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uatera may enter the Property for the purposes of inspection to determine if a situation exists where the Consumer is in breach of Section 23.
28. Should a breach of Section 24-27 be confirmed to exist, and depending on the nature of the hazard, Aquatera:
    - a) may immediately, without notice, Shut Off the water supply; and/or
    - b) shall give notice to the Consumer to correct the situation at his expense within the time specified in the notice.
  29. Should a Consumer fail to comply with the order as noted in Section 28 within the specified time, Aquatera may Shut Off the water supply until the Consumer corrects the situation at his expense and the Consumer may be subject to penalties as established in

this Bylaw.

### **Meters**

30. All water supplied by Aquatera through a Private Service shall be measured by a Meter and Remote Reading Device owned and maintained by Aquatera.
31. Aquatera, at its expense, shall supply and install a Meter that replaces an obsolete Meter.
32. Notwithstanding Section 31, any re-sizing during the replacement of obsolete Meters shall comply with this Schedule.
33. If a Consumer requests that an existing Meter be replaced with one of a different size, the Consumer shall be responsible for the cost of a new Meter as determined by Aquatera, and any plumbing modifications.
34. The Aquatera Manager may suspend a request to re-size a Meter, pending a review of consumption history, usage patterns and maximum flow requirements.

### **Subsidiary Meter**

35. A Consumer may for his benefit and at his cost, install a meter between the Meter supplied by Aquatera and the point of use of the Water supply.

### **Disputed Meter Reading**

36. Aquatera or a Consumer may dispute a Meter reading by giving written notice to the other party. Upon receipt of notice, Aquatera shall test or calibrate the Meter in question.
37. If the Meter is found to be accurate within 97% to 103% of the volume of Water passing through it, the Charge set out in Schedule "C" for the test or calibration, and all costs as may be associated with the disputed reading shall be borne solely by the party disputing the reading.
38. If the Meter fails to be accurate within the limits noted in Section 37:
  - a) the Meter shall be repaired or replaced and the cost, as well as the expense of the test or calibration, shall be borne by Aquatera; and
  - b) the accounts based upon the readings of that Meter during the six (6) months immediately preceding the date of the test or calibration shall be corrected to reflect the error in the Meter;
  - c) the Consumer shall pay, or be refunded, as the case may be, the amount determined; and
  - d) the adjustment shall be accepted by both Aquatera and the Consumer in full settlement of any claim arising out of the error in the Meter operation.
39. Aquatera, at its sole discretion, may re-install the Meter in question following completion of testing or calibration, and all costs shall be borne solely by the party disputing the reading.



40. Notwithstanding Section 38, if a Meter has failed to accurately record the volume of Water, the Utility Invoice for the Water consumed shall be estimated by the Aquatera Manager.

#### **Meter Chamber**

41. If a Property to be supplied with Water does not have an acceptable site for the installation of a Meter, the Consumer shall construct, at his expense, a dry container or chamber for a Meter at the Property line and shall maintain the container or chamber to Aquatera standards.

#### **Meter Service**

42. Aquatera shall supply only one (1) Meter for each Water service to a building.
43. If a building is to be constructed over two (2) or more serviced Lots, the Owner, in consultation and approval from Aquatera, shall be responsible to select which existing Water and Wastewater service shall service the building, and the Owner shall be responsible, at its sole expense, to terminate all other Water and Wastewater services at the Water Main and Sanitary Sewer Main, and shall be responsible for all restoration costs.
44. If a Lot with an existing building is to be subdivided, a separate Water and Wastewater service connection and Meter is required for each new Lot and portion of building, subject to approval of the Town and Aquatera as may be required.
45. A condominium development may have a single Water and Wastewater service connection and Meter with the utility account in the name of the condominium association.

#### **Meter Service Size**

46. The maximum size of the Meter shall not exceed the size of the Private Service.
47. If the Private Service is a Combined Service, the internal diameter of the Private Service branch off the Fire Line shall determine the Meter size.
48. A Meter may be installed on a Fire Line at the Consumer's expense, with prior approval of the Aquatera Manager.

#### **Meter Protection**

49. A Consumer shall immediately notify the Aquatera Manager of any damage to or operating irregularity of a Meter.
50. A Consumer shall ensure the Meter on his Property is adequately protected from freezing, heat and other damage, or theft, and the repair or replacement of a damaged Meter shall be at the Consumer's expense should breach of this requirement occur.

51. No Consumer shall obstruct, tamper, or impede direct, safe and convenient access to a Meter, Remote Reading Device, Communication Wire, or Seal.

**Meter Relocation**

52. An existing Meter may be relocated at the Consumer's expense, with prior written approval of the Aquatera Manager.

**Meter Reading**

53. Every Meter shall be read monthly. If a Meter cannot be read monthly, the Utility Invoice for the Water consumed shall be estimated by the Aquatera Manager.
54. Notwithstanding Section 53, every Meter must be read at least once in a three (3) month period and if a reading cannot be obtained due to actions or inactions of the Consumer, the Aquatera Manager may Shut Off the Water supply until Aquatera is able to obtain a reading.

**Meter Bypass**

55. A Consumer with a Meter 50mm or larger may construct a bypass, at his expense and as approved by Aquatera, and further, the bypass may be opened only by Aquatera.
56. A Consumer shall be responsible for payment for Water supplied through a bypass, but not recorded on the Meter, and the Utility Invoice for the Water shall be estimated by the Aquatera Manager.
57. If a Consumer breaches Section 55 the Aquatera Manager may Shut Off the Water supply until acceptable arrangements have been made to estimate the volume of Water supplied through a bypass.

**Meter Valves**

58. A Consumer shall supply and maintain Meter valves at his expense, on both sides of and within 300mm of any Meter.
59. The first Meter valve upstream of the Meter shall be located within the first 300mm inside a building or in an alternate location approved by the Aquatera Manager.

**Meter Remote Reading Device**

60. A Remote Reading Device shall be located on a building to facilitate reading of the Remote Reading Device.
61. A Consumer may relocate a Remote Reading Device at his expense, with prior approval of the Aquatera Manager.

**Temporary Water Service**

62. Aquatera may install a Meter with a maximum size of 19mm to provide temporary Water services during construction and the Meter shall be in a location approved by

Aquatera.

63. When a temporary Water service is required, Application shall be made in accordance with this Bylaw and the applicant shall pay Aquatera in advance the cost of its construction and Discontinuation as estimated by the Aquatera Manager.

#### **Re-use of Existing Aquatera Services**

64. An existing Aquatera Service may be used to provide service to a building constructed after the effective date of this Bylaw, as stated in PART IX – Effective Date, Section 9.1, only with the Aquatera Manager’s approval.
65. No Person shall re-use a lead Water Service Pipe to provide service.
66. Aquatera shall be responsible for all costs incurred in constructing a new Aquatera Service when the existing pipe is deemed unacceptable and no re-sizing of the pipe is required.
67. The Owner shall be responsible for all costs incurred by Aquatera for the construction of a new Aquatera Service when re-sizing of the pipe is required.
68. Re-use of a single 19mm diameter service in conjunction with the development of a duplex or semi-detached dwelling may be permitted if the Consumer can demonstrate that the necessary capacity exists to meet the Fixture count Water demand and no subdivision of the Property is intended or required.

#### **Discontinue Water Service**

69. When a building is to be demolished or removed from a Property, a Person shall request approval from Aquatera to Discontinue Water service and shall pay the cost to Discontinue the service.
70. A Water service may be temporarily Shut Off at the Property line at a cost to the Consumer and if Aquatera determines that Discontinuation is required, the Consumer shall pay an additional Charge.
71. When a Consumer requires the Water supply from the Water Main to be turned on or off at the Service Valve, Aquatera shall impose a Charge to the Consumer.

#### **Service Box**

72. When a building is under construction, the Service Box shall be exposed at final grade level and clearly marked with a blue wooden stake and shall be maintained and protected from damage during construction and until such time as an occupancy permit is issued.
73. Aquatera shall be notified if a Service Box is damaged prior to an occupancy permit being issued.
74. If the Water service cannot be turned on or Shut Off due to a damaged Service Box or Service Valve, Aquatera, at its expense, shall excavate to the Water Service Pipe and Discontinue the service.

75. If the installation or repair of a Private Service necessitates excavation at the Service Box, Aquatera may require replacement of the Service Box by the Owner. Aquatera shall provide a replacement Service Box at no cost if damage to the Service Box is not the fault of the Owner. The Owner shall pay the cost of installing the replacement Service Box.

### **Water Service Pressure**

76. A Person installing a new Private Service shall verify that adequate Water pressure exists at the Service Valve. If Aquatera is notified at any time after the connection is made that there is a lack of pressure, and upon inspection it is confirmed the pressure is inadequate, the Owner shall be responsible for the cost of re-excavating the Service Valve for the purposes of the inspection.

### **Emergencies**

77. The Aquatera Manager may discontinue or reduce water service without prior notice to a Consumer, a group of Consumers, or a geographical area in order to prevent or mitigate the impairment of or damage to:
- a) the Waterworks System;
  - b) the Wastewater System;
  - c) human health or safety;
  - d) property;
  - e) the environment.

### **Outdoor Water Use Restrictions**

78. If the Aquatera Manager believes there is a reason to require reduced water usage, the Aquatera Manager may declare an outdoor water use restriction.
79. The declaration of an outdoor water use restriction by the Aquatera Manager may apply to:
- a) the entire Town;
  - b) geographic area(s) of the Town; or
  - c) other specific locations as defined by the Aquatera Manager.
80. If there is reason to declare an outdoor water use restriction, the Aquatera Manager may declare such restriction effective immediately.
81. In the event of a declaration of an outdoor water use restriction made pursuant to this Section, the Aquatera Manager:

- a) shall determine that the outdoor water use restriction is a Phase 1, Phase 2, Phase 3 or Phase 4 outdoor water use restriction, and the permitted activities shall be those referenced in Aquatera's Water Restrictions as amended from time to time and as published on the Aquatera website at [www.aquatera.ca](http://www.aquatera.ca);
  - b) shall cause public notice indicating the phase of outdoor water use restriction and the date such restrictions came or will come into effect to be given in any one or more of the following manners;
    - i. Aquatera press release;
    - ii. Notice on the Aquatera website;
    - iii. Radio announcements;
    - iv. Social media;
    - v. Notices through the utility billing system;
    - vi. Circulation of flyers;
    - vii. Signage.
  - c) may declare different phases of outdoor water use restrictions in different geographic areas of the Town;
  - d) 481 b); and
  - e) shall, after determining that the reason or reasons to require reduced water usage has sufficiently abated, declare an end to an outdoor water use restriction and shall cause public notice of such declaration to be given in the manner described in subsection 81 b).
82. When an outdoor water use restriction is in effect, no Owner or Occupant of a parcel or premises shall allow the use of water supplied through the Waterworks System for any activity or application prohibited in the following phases of restrictions set out in the Aquatera's Water Restrictions posted to the Aquatera website at [www.aquatera.ca](http://www.aquatera.ca):
- a) [Phase 1](#);
  - b) [Phase 2](#);
  - c) [Phase 3](#);
  - d) [Phase 4](#).
83. The Aquatera Manager, at their discretion, may grant an exemption to the outdoor water use restrictions or any other measures to conserve water imposed by the Aquatera Manager. If the Aquatera Manager grants an exemption to the water restriction, such exemption is at the discretion of the Aquatera Manager and may be cancelled or

suspended upon notice to the Consumer.

**TOWN OF WEMBLEY  
BYLAW NO. 772**

**SCHEDULE “C”**

**CHARGES**

Where Rates have not been established for a particular service, Aquatera may establish Charges for services provided and all other costs or expenses incurred by Aquatera pursuant to this Bylaw. For the purposes of this schedule of services and Charges, “normal business hours” means the regular workday, Monday to Friday, excluding statutory and civic holidays. Without limiting the generality of the foregoing, Aquatera may establish Charges for the following:

- service call during normal business hours;
- service call outside normal business hours;
- electronic location of Service Pipes on Property;
- video inspection of Service Pipes;
- clearing of blocked sewer;
- thawing of Private Service lines;
- repairs or work related to Aquatera Property where damage caused as a result of Person’s action, including clearing of blocked or thawing of frozen Aquatera Services or Mains;
- supply, install, repair or replacement of Meters;
- Meter accuracy tests;
- temporary Water supply and construction Meters;
- service connections;
- Application Charges for commencement of a utility account;
- Water supply Shut Off or turn on;
- Discontinuation of services;
- utility account collection Charge;
- dishonoured payment;
- discharge of Wastewater or Interceptor material at the Wastewater System;
- lab analysis of Wastewater or Interceptor material samples;
- infrastructure charges;
- Bulk Water;

- maintenance of private fire hydrants;
- paper billing.



**TOWN OF WEMBLEY  
BYLAW NO. 772**

**SCHEDULE “D”**

**RATES - WASTEWATER SERVICES**

Consumption Rate per cubic metre (m3)	March 1, 2025 \$3.36
Fixed Rate (based on Meter size)	March 1, 2025 Rate (monthly)
16mm (5/8")	\$27.87
19mm (3/4")	\$41.81
25mm (1")	\$69.68
38mm (1-1/2")	\$139.35
50mm (2")	\$222.97
75mm (3")	\$487.74
100mm (4")	\$877.93
150mm (6")	\$1,950.96
200mm (8")	\$3,901.92
250mm (10")	\$6,131.59

**Franchise Fee**

1. Every Consumer shall pay a Municipal Franchise Fee of ten percent (10%) of the sum of the Consumption Rate, the Fixed Rate and any Surcharge applied as described in this Schedule.

**Overstrength Surcharge**

2. Where Aquatera has tested the discharge of Wastewater into the Wastewater System, and found that the Wastewater exceeds the limits of B.O.D., TSS, Oil and Grease, including Hydrocarbons or other compounds/elements pursuant to Schedule "A", then the Consumer shall pay the following:
  - a) A sampling Charge of \$115.00 and lab analysis costs on a frequency established by the Aquatera Manager during the period within which the Wastewater continues to be overstrength based on testing results;
  - b) Overstrength Surcharges for compounds/elements other than B.O.D., TSS, Oil and Grease, including Hydrocarbons, shall be established at the time by the Aquatera Manager based on their assessment of the impact; and,
  - c) An Overstrength Surcharge based on the amount of B.O.D., TSS, Oil and Grease, including Hydrocarbons at the following Rates:

TIER ONE				SURCHARGE
	Concentration Above	Concentration Below		
B.O.D.	500	1,000	mg/L	\$1.04/kg
TSS	500	1,000	mg/L	\$0.99/kg
Oil and Grease Inc. Hydrocarbons	100	275	mg/L	\$0.81/kg
TIER TWO				SURCHARGE
	Concentration Above	Concentration Below		
B.O.D.	1,000	2,000	mg/L	\$1.38/kg
TSS	1,000	2,000	mg/L	\$1.32/kg
Oil and Grease Inc. Hydrocarbons	275	450	mg/L	\$1.08/kg
TIER THREE				SURCHARGE
	Concentration Above			
B.O.D.	2000		mg/L	\$2.08/kg
TSS	2000		mg/L	\$1.98/kg
Oil and Grease Inc. Hydrocarbons	450		mg/L	\$1.62/kg

**TOWN OF WEMBLEY  
BYLAW NO. 772**

**SCHEDULE “E”**

**RATES - WATER SERVICES  
RESIDENTIAL CONSUMERS**

Residential	
Residential Consumption Rate per cubic metre (m3)	March 1, 2025 \$1.98
Residential Fixed Rate (based on Meter size)	March 1, 2025 Rate (monthly)
16mm (5/8")	\$16.19
19mm (3/4")	\$24.28
25mm (1")	\$40.46
38mm (1-1/2")	\$80.93
50mm (2")	\$129.49
75mm (3")	\$283.25
100mm (4")	\$509.85
150mm (6")	\$1,133.01
200mm (8")	\$2,266.01
250mm (10")	\$3,560.88

**NON-RESIDENTIAL CONSUMERS**

Non-residential	
Non-residential Consumption Rate per cubic metre (m3)	March 1, 2025 \$2.16
Non-residential Fixed Rate (based on Meter size)	March 1, 2025 Rate (monthly)
16mm (5/8")	\$19.54
19mm (3/4")	\$29.31
25mm (1")	\$48.86
38mm (1-1/2")	\$97.72
50mm (2")	\$156.35
75mm (3")	\$342.01
100mm (4")	\$615.61
150mm (6")	\$1,368.03
200mm (8")	\$2,736.06
250mm (10")	\$4,299.53

**IRRIGATION CONSUMERS**

Irrigation Consumption	
Irrigation Consumption Rate, per cubic metre (m3)	March 1, 2025 \$2.96
Irrigation Fixed Rate (based on Meter size)	March 1, 2025 Rate (monthly)
16mm (5/8")	\$24.28
19mm (3/4")	\$36.43
25mm (1")	\$60.71
38mm (1-1/2")	\$121.42
50mm (2")	\$194.28
75mm (3")	\$424.98

100mm (4")	\$764.97
150mm (6")	\$1,699.93
200mm (8")	\$3,399.86
250mm (10")	\$5,342.64

**Franchise Fee**

1. Every Consumer shall pay a Municipal Franchise Fee of ten percent (10%) of the sum of the Fixed ate and Consumption Rate as described in this Schedule.

**TOWN OF WEMBLEY  
BYLAW 773  
Municipal Borrowing Bylaw**

BEING A BYLAW OF THE TOWN OF WEMBLEY IN THE PROVINCE OF ALBERTA TO APPROVE BORROWING FOR MUNICIPAL CURRENT EXPENDITURES.

**WHEREAS** pursuant to section 251(1) of the Municipal Government Act, being Chapter M-26 of the Revised Statutes of Alberta, 2000, and amendments thereto, whereby a municipality may only make a borrowing if the borrowing is authorized by a borrowing bylaw;

**AND WHEREAS** pursuant to section 256 of the Municipal Government Act, being Chapter M-26 of the Revised Statutes of Alberta, 2000, and amendments thereto, whereby a municipality may pass a bylaw to authorize borrowing the purpose of financing operating expenditures;

**AND WHEREAS** pursuant to section 256 of the Municipal Government Act, being Chapter M-26 of the Revised Statutes of Alberta, 2000, and amendments thereto, any borrowings pursuant to this bylaw shall not exceed three (3) years, and therefore do not require advertising;

**AND WHEREAS** the Council of the Town of Wembley (hereinafter referred to as the 'Corporation') in the Province of Alberta considers it necessary to borrow certain sums of money from time to time to meet current expenditures of the Corporation.

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

1. THAT the Corporation do borrow from Alberta Treasury Branches (hereinafter referred to as "Treasury Branches") up to the principal sum of \$600,000.00 (Six Hundred Thousand Dollars) repayable upon demand at a rate of interest per annum from time to time established by ATB, not to exceed 10%, and such interest shall be calculated daily and due and payable monthly on the last day of each and every month.
2. THAT the Chief Elected Officer and the Chief Administrative Officer are hereby authorized for and on behalf of the Corporation:
  - a) to apply to Treasury Branches for the aforesaid loan to the Corporation and arrange with Treasury Branches the amount, terms and conditions of the loan and security or securities to be given to Treasury Branches.
  - b) obtain advance of monies from Treasury Branches by way of an overdraft on the Corporation's account at a Treasury Branch or pursuant to promissory notes or other evidence of indebtedness, as may be permitted or required by Treasury Branches; and
  - c) to execute on behalf of the Corporation such bill, debentures, promissory notes, or similar forms of obligation as Treasury Branches may require as evidence of and security for all sums borrowed hereunder; and
  - d) each document executed as foresaid shall be valid and binding upon the

Corporation according to its tenor, and Treasury Branches shall never be bound to inquire whether such officers are observing the limitations on their authority as set forth in this Bylaw.

3. Notwithstanding the foregoing, the Chief Elected Officer and the Chief Administrative Officer shall apply such part of the foregoing sum authorized to be borrowed in repayment of previous borrowings of the Corporation such that all amounts borrowed and outstanding by the Corporation at any one time to Treasury Branches and to all other persons, firms and corporations shall not exceed the amount of the taxes levied or estimated to be levied by the Corporation for the said financial year.
4. All sums authorized to be borrowed hereunder, including interest, shall be due and payable in full no later than July 31<sup>st</sup> of each financial year.
5. As security for payment of money borrowed hereunder, the Corporation hereby charges to and in favour of Treasury Branches the whole of the taxes levied or to be levied by the Corporation, requisitions made or to be made by the Corporation and all other money due or accruing due to the Corporation, and the Mayor and Treasurer of the Corporation are hereby authorized on behalf and in the name of the Corporation to execute and deliver to Treasury Branches such security documents as Treasury Branches may require in relation to the foregoing charge. The said charge shall be collateral to the obligation of the Corporation to repay with interest all sums borrowed from Treasury Branches and Treasury Branches shall not be bound to recover any such taxes, requisitions, or other monies before being entitled to payment from the Corporation.
6. In the event the Council of the Corporation decides to extend the said loan and Treasury Branches is prepared to extend the said loan, any renewal or extension bill, debenture, promissory note or other obligation executed by the officers designated in paragraph 2 hereof and delivered to Treasury Branches shall be valid and conclusive proof as against the Corporation of the decision of the Council to extend the loan in accordance with the terms of such renewal or extension bill, debenture, promissory note or other obligation, and Treasury Branches shall not be bound to inquire into the authority of such officers to execute and deliver such renewal or extension document.
7. Submission of this Municipal Borrowing Bylaw to Treasury Branch:
  - a) may be executed electronically; and
  - b) may be delivered by email, facsimile or other functionally equivalent means.
8. Upon third reading of Bylaw 773, Bylaw 761, Bylaw 761-1, and all amendments thereto are hereby repealed.
9. This Bylaw shall come into force and effect when it receives third reading and is duly signed.

**READ** a first time this 27th day of January 2025.

**READ** a second time this 27th day of January 2025.

**READ** a third time and finally passed this 27th day of January 2025.

Signed this \_\_\_\_ day of January 2025.

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Kelly Peterson, Mayor

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Noreen Zhang, CAO

CERTIFICATE

WE HEREBY CERTIFY that the foregoing Bylaw was duly passed by the Council of the Corporation therein mentioned at a duly and regularly constituted meeting thereof held on the 27th day of January 2025 at which a quorum was present, as entered in the minutes of the said Council, and that the Bylaw has come into force and is still in full force and effect.

WITNESS our hands and the seal of the Corporation this 27th day of January 2025.

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Kelly Peterson  
Chief Elected Official

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Noreen Zhang  
Chief Administrative Officer



# Town of Wembley CAO REPORT – January 27, 2025

<b>1. Community Events Discussion Meeting</b>	<ul style="list-style-type: none"><li>The meeting with various groups was attended and had great insight into the activities being planned for Wembley. Coordination between groups was already starting, which is a great start. The information gathered at the meeting is going to be distributed to the community groups as well as other resources that may be of help.</li></ul>
<b>2. Intermunicipal Meeting – Town of Wembley Hosting</b>	<ul style="list-style-type: none"><li>A date had been set and going to be reaching out to different departments for agenda items.</li></ul>
<b>MEETINGS/TRAINING ATTENDED</b>	
<ul style="list-style-type: none"><li>January 10, 2025 – GPREP Manager Interviews/City Hall, Grande Prairie</li><li>January 11, 2025 – Wembley Fire Department Christmas Party and Awards Ceremony/Saskatoon Hall</li><li>January 17, 2025 – GPREP Shareholders Meeting/Grande Prairie</li><li>January 21, 2025 – Community Events Discussion Meeting</li></ul>	

To the Mayor and Council  
Town of Wembley  
Box 89  
Wembley AB T0H 3S0

December 17, 2024

Attention: Town of Wembley Mayor and Council Members

**Re: 2025 Rate Increase**

On October 22, 2024, a Shareholder input session was held to consult on Aquatera's draft one-year business plan. The session provided an overview on rate increases for each municipality, the 2025 to 2028 business plan, a draft 2025 budget and the 2025-2028 capital plan. The one-year business plan was developed over several months as a combined effort involving Shareholders, municipal employees, Aquatera Directors, management and staff. At the November 27, 2024, Board meeting, Directors approved Aquatera's Business Plan for 2025.

Aquatera is entering a significant capital infrastructure addition and replacement cycle for the next four (4) years which will have upward pressure on customer rates. At the Shareholder input session October 22, 2024, Aquatera projected that a 6% increase in Water and Wastewater rates would be required to cover the cost of these services in 2025. Since that initial review with Shareholders, Aquatera actively worked with a robust risk assessment process to defer or cancel capital projects and reduce operational spending where possible, to mitigate some of this pressure on customer rates. As a result, the increase in Water and Wastewater utility services has been reduced to 4.5% for 2025. As presented, the 2025 rate increase reflects costs of service for Water, Wastewater and Solid Waste services. Rates increases are set to occur on March 1, 2025.

Amendments to the Aquatera Utility Bylaw reflecting these rate increases are required. Additional proposed bylaw changes include emergencies and outdoor water use restrictions and updated content throughout to clarify specific sections. As per Shareholder approval processes, Aquatera Management will work with Administration to receive Council approval for amendments to the Aquatera Utility Bylaw.

A summary of monthly increases for each municipality is provided below. To prepare for the public rate advisory announcement, speaking notes will be provided in the new year.

Town of Wembley: Water and Wastewater (includes Franchise Fees)

Typical increases for the Town of Wembley water and wastewater charges are \$6.15 per month in 2025.

Town of Sexsmith Rates: Water and Wastewater (includes Franchise Fees)

Typical increases for the Town of Sexsmith water and wastewater charges are \$5.66 per month in 2025.

Clairmont Rates: Water and Wastewater (includes Franchise Fees)

Typical increases for the Clairmont water and residential wastewater charges are \$5.69 per month in 2025.

County of Grande Prairie Rates: Water and Wastewater (includes Franchise Fees)

Typical increases for the County water and residential wastewater charges are \$5.34 per month in 2025.

City of Grande Prairie Rates: Solid Waste, Water and Wastewater (includes Franchise Fees)

Typical increases for the City of Grande Prairie solid waste, water and wastewater charges are \$7.38 per month in 2025.

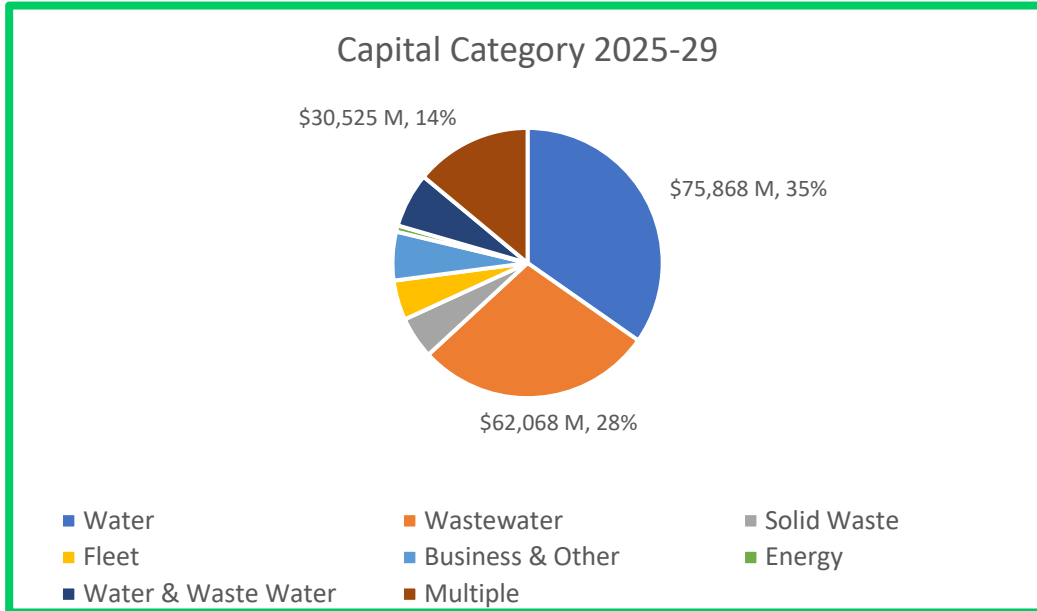
**Table 1: Rate Changes (Includes Franchise Fees)**

Town of Wembley	Residential			
	2024	2025	(\$)	(%)
Variable	\$31.04	\$31.66	\$0.62	2.0%
Fixed 5/8"	\$14.73	\$16.19	\$1.46	9.9%
Franchise Fee	\$4.58	\$4.78	\$0.21	4.5%
<b>Subtotal Water</b>	<b>\$50.34</b>	<b>\$52.63</b>	<b>\$2.29</b>	<b>4.5%</b>
Variable	\$52.75	\$53.75	\$1.00	1.9%
Fixed 5/8"	\$25.36	\$27.87	\$2.51	9.9%
Franchise Fee	\$7.81	\$8.16	\$0.35	4.5%
<b>Subtotal Wastewater</b>	<b>\$85.92</b>	<b>\$89.78</b>	<b>\$3.86</b>	<b>4.5%</b>
<b>Total Water &amp; Wastewater</b>	<b>\$136.26</b>	<b>\$142.41</b>	<b>\$6.15</b>	<b>4.5%</b>

The following tables list the capital projects from 2025-2029 and the investment drivers. Investment drivers are categorized as: regulatory, reliability, growth-organic and growth-shareholder priority. It is important to note that some projects extend over multiple years.

The 2025 proposed capital budget totals \$36.9M. Please see Aquatera’s 2025 Business Plan for more Capital Project details.

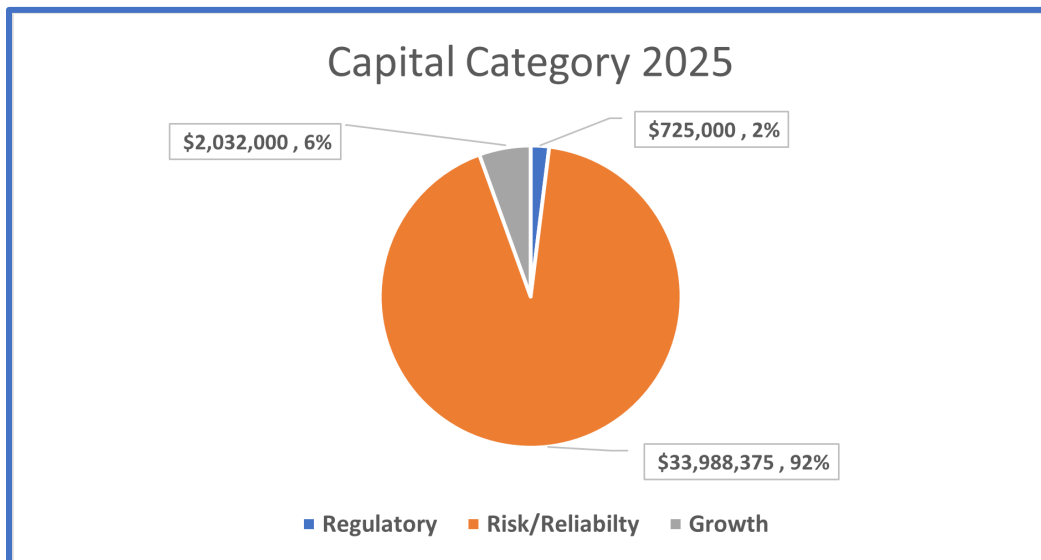
**Table 2: 2025-29 Capital Plan Summary by Business Line**



**Table 3: 2025-29 Capital Plan Summary by Shareholder Area**

Shareholder Area	2025B	2026B	2027B	2028B	2029B	5-Year Total
City of GP	\$ 5,232	\$ 4,372	\$ 7,081	\$ 11,075	\$ 8,681	\$ 36,441
County of GP	\$ 801	\$ 451	\$ 1	\$ 8,820	\$ -	\$ 10,073
City/County GP	\$ 1,913	\$ 1,102	\$ 14,041	\$ 14,896	\$ 202	\$ 32,153
Sexsmith	\$ 165	\$ 3,500	\$ 95	\$ -	\$ 100	\$ 3,860
Wembley	\$ 1	\$ -	\$ 1,250	\$ -	\$ -	\$ 1,251
Common/shared	\$ 28,634	\$ 25,497	\$ 26,232	\$ 10,744	\$ 43,574	\$ 134,680
<b>TOTALS:</b>	<b>\$ 36,920</b>	<b>\$ 34,922</b>	<b>\$ 48,700</b>	<b>\$ 45,534</b>	<b>\$ 52,556</b>	<b>\$ 218,458</b>

**Table 4: 2025 Capital Plan Summary Investment Drivers**



The following is a summary of key Capital Projects identified to occur in 2025 and in some cases over multiple years.

Water Treatment Plant (WTP) Reservoir Expansion - Construction of a 12,000 cubic meter (usable volume) reservoir adjacent to the WTP will provide additional storage in the system to accommodate maintenance activities, stabilize operations and provide security of potable water supply for up to 12 days in case of major Treatment Plant outage. (\$20.0M)

99 Avenue Water Main Replacement – Replacement and upgrade of the existing water line between 101 and 102 Street. (\$2.4M)

Wastewater Treatment Plant Screw Well Relining – Completion of repairs to address corrosion / concrete wall loss within the screw wells and the inlet chamber. (\$1.5M)

DC Valve Replacement Program – Planned replacement of water system valves that are not functional on a priority risk assessment basis. (\$1.0M)

Landfill Cell 10 Development – Development of next cell in the landfill. (\$1.0M)

If you require further information or clarification, please feel free to contact me at any time.

Sincerely,



Vaughn Bend

CEO,

Aquatera Utilities Inc.

c: Aquatera Board of Directors,  
Shareholder Municipalities

# GPRTA OPEN HOUSE

## SAVE THE DATE

**Page 62 of 70**


*Join us for an opportunity to meet and mingle and inform the revision of GPRTA's member benefits.*

*Special presentation by Seeker's Media, one of Canada's leading content production & marketing companies.*

February 6<sup>th</sup>  
5:00 - 7:00 pm  
Centre 2000



**GRANDE  
PRAIRIE**  
REGIONAL  
TOURISM ASSOCIATION

	<p>Northern Alberta Elected Leaders</p> <p>59 Leedy Drive Whitecourt, Alberta T7S 1X1 780-778-0202</p>
------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------

MINUTES  
November 8, 2024  
Coast Grimshaw Hotel  
Grimshaw, Alberta

In Attendance (In Person)

Carolyn Kolebaba  
Wendy Wald  
Robert Willing  
Stacey Messner  
Nicole Johnson  
Larry Davidson  
Albert Poetker  
Phil Kolodychuk  
Amanda Frayn  
Nick VanRootselaak  
Myrna Lanctot  
Elaine Manzer  
Vern Lymburner  
Brenda Burridge  
Art Laurin  
Roxann Dreger  
Shelly Shannon  
Vern Lymburner  
Cam Rycroft  
Murry Kerik  
Brian Panasiuk  
Terry Ungarian  
Tom Pickard  
Kate Potter  
Jim Rennie  
Belinda Russell

Chair  
Town of Grimshaw  
MD of Peace  
Town of Grimshaw  
Village of Berwyn  
Birch Hills County  
Birch Hills County  
MD of Fairview  
County of Grande Prairie  
MD of Spirit River #135  
Village of Donnelly  
Town of Peace River  
Town of Valleyview  
Town of Fox Creek  
Northern Sunrise County  
Village of Rycroft  
Town of Peace River  
Town of Valleyview  
Town of Beaverlodge  
MD of Lesser Slave Lake  
Town of High Prairie  
County of Northern Lights  
Town of Whitecourt  
Town of Sexsmith  
NAEL  
Town of Grimshaw (Recording Secretary)

In Attendance (Via Zoom)

Jackie Clayton  
Kerri Merritt  
Kristen Smith  
Leanne Beaupre

City of Grande Prairie  
Saddle Hills County  
Saddle Hills County  
County of Grande Prairie

Boyd Langford	Town of High Level
Amber Bean	Clear Hills County
Paula Guindon	MD of Smoky River
Allan Rowe	Clear Hills County
Tyler Airth	Big Lakes County
Marcel Auger	MD of Opportunity No. 17

Registration 9:45 AM

Chair Kolebaba called the meeting to order at 10:00 a.m.

- Greetings from Mayor Wald, Town of Grimshaw

Request to be allowed to record meeting

- No objections received

Adoption of Agenda

APPROVED by consensus

### **Roundtable and Introductions:**

Zoom Attendees

- Jackie Clayton, Mayor – City of Grande Prairie
  - Prov to Local Police transition, 12 members will have 30 and 50 (evaluating the same or less- 5-year transition) integrated dispatch
  - Stonebridge hotel – transitional housing, 63 B3 units operated by mustard seed
  - Grand North Winterfest- Looking to have a casual meeting in GP & Northern BC
- Cary Merritt & Kristen Smith - Saddle Hills County
  - Big projects- rural waterlines, delivering potable water, adding northern fiber in area, Central Peace Project - bringing water out of the Reace River, grants from province (about 100 million)
- Leanne Beaupre - County of Grande Prairie
  - Excited for Maskwa Medical Clinic Project, agreement with province and NWP, students are already applying
- Amber Bean – Clear Hills County
  - Fiber optics to be installed in area
  - Put forth resolutions for coyotes' endangerment
  - Water consumption rates
  - Rural crime, etc. still on-going issues
  - AG & Trade show
  - Mutual Aid and agreement with County and Manning
- Paula Guindon – MD of Smoky River
  - Wind projects waiting on prov
  - Held engagement survey over the summer for projects



- Unpaid oil and gas taxes, don't feel supported by the province
- Harvest is completed
  
- Tyler Airth – Big Lakes County
  - Left for another meeting
  
- Allan Rowe – Clear Hills County
  - Working on new election process
  
- Boyd Langford – Town of High Level
  - New CAO, from Southern BC
  - Housing continues to be a challenge, 6 new houses built, 16 next year, multi-units
  - 150 room hotel in the works
  - Paving upgrades for next year
  - Attended CRAA
  - Attended RMA for first time in 21 years
  - Airport annexation approved

**In Person Attendees**

- Wendy Wald - Town of Grimshaw
  - Welcome to the Town of Grimshaw
  
- Bob Willings – MD of Peace
  - Nuclear committee- will let Terry speak more on this
  - Business as usual
  
- Stacey Messner – Town of Grimshaw
  - We have written a letter to Minister of Health regarding the security at our Hospital
  - Grants have been launched for communities
  
- Nicole Johnson – Village of Berwyn
  
  
- Larry Davidson – Birch Hills County
  -
  
- Albert Poetker – Reeve of Birch Hills County
  - Replaced Mainstreet's water and wastewater lines, need provincial government to help with funding on these projects
  - 86 bridge files in the community
  
- Phil Kolodychuk – Reeve of MD of Fairview
  - Process of hiring CAO
  - 3 new doctors coming
  - 1 bridge file

- Robert Macleod - Town of Manning
  - Manning is surviving, not a lot of growth, oil and gas is affecting community
  - Delair lodge experiencing financial struggle with upgrades
  - New high school is almost built and ready to open, elementary school will be moving in, high school won't come in until the fall, going from two schools to one, try save the school on the hill for a municipal building
  - Piloted water into river
  - Nursing is a challenge to support doctors
  - Ground ambulance has improved drastically
  
- Amanda Frayn - County of Grande Prairie
  - Highway 40 is in the works but need additional funding from Province
  
- Nick VanRootselaak – Deputy Reeve MD of Spirit River
  - Bridge structure has been declined twice and use highway 2 & 780
  - Brand New Seniors lodge opened but two levels not opened due to staffing
  - Purchased property to bring in affordable housing
  - Trying to close down ASFC office- looking for assistance on this issue, house 5 staff members and only want to have 1 staff 1 day a week.
  - Stores are closing
  - **ACTION:** all get together and write a letter to province regarding ASFC (possible Resolution for RMA)
  
- Myrna Lanctot - Village of Donnelly
  - New PW director
  - Waterline project complete and waiting on paving
  - Fiber optic is in and running
  - NW Regional Rep for Healthy Aging Alberta
  - NA Medical Program in GP, area will be hosting
  
- Elaine Manzer – Town of Peace River
  - Library System is advocate for Supernet extension and upgrades
  - Streetlights are being changed over to LED
  - Site C Dam- finished filling down will affect levels
  - NAIT boreal Forest Program received funding from Conoco Phillips Energy company 1.5 million to carry on work in the area
  - Pilot with Apex has ended, waiting on report
  - Town signage project is being tendered
  - Old bridge- waiting to hear from Alberta transportation
  - Two slides that need to be fixed but prov offered no financial support
  - 14 doctors, two specialists come in from Edmonton monthly
  - EMS hired more staff
  - Responding to AB Munis regarding taxes
  - Getting a second daycare
  - Jail release program is still an issue

- New Francophone school opened up this year
- Brenda Birch – Town of Fox Creek
  - Town Completed own census- went up 803 people 50% increase
  - New daycare opened, hadn't had one since 1981, looking to expand for Out of School, co-operationally funded
  - NPHL team started up, 3 corporate sponsors for team
  - Pump station went down, that runs hotels, approved a brand-new pump system for this
  - New way find signs up
  - Paved Mainstreet, resurfaced potholes and sink holes
- Art Laurin - Northern Sunrise County
  - Finishing up Ag Building
  - Need to focus on highway paving within county
- Roxanne Dreger - Village of Rycroft
  - Finished paving on east side of town, with help of county funding
  - Looking to upgrade grandstands
  - Great presentation from Maskwa Medical Center
  - Peter has retired, hired new CAO Kevin Keller from Greenview
  - Burnt Hill project almost completed
- Shelley Shannon – Town of Peace River
  - CBC is coming to PR for “out of your way”
  - New groups of investors come to town, looking into real estate
- Vern Lymburner – Town of Valleyview
  - Water restrictions have been lifted, selling water to oilfield company
  - **ACTION:** looking for communities selling wastewater and what that looks like
  - RCMP fully moved in, and parking lot is paved
  - Traffic Circle is in the works
  - New school for 2026
  - Might be on Fifth Estate for shared library
  - Little Smokey signing up for solar powered – after Kate's speech
- Cam Rycroft, Mayor - Town of Beaverlodge
  - Summer is very active in our community for water & sewer projects
  - New fire hall for county
  - Planning phase and possible dirt move in summer
  - Housing is constant issue
- Murray Kerik, Reeve – MD of Lesser Slave Lake
  - Bridge- apply for all you can with STIP funding
  - 6 million for infrastructure
  - Wanted traffic division back for highways
  - Offered building for RCMP staff- declined
  - Old Smith highway 3-4 relocate to move from river

- Move away from membrane system to conventional
- Brian Panasiuk – Town of High Prairie
  - Looking for new CAO
  - Challenges with Victim Services, full time and part time staff has quit
  - 2 doctors are leaving
  - Working with province on youth assessment center
- Terry Ungarian – County of Northern Lights
  - Harvest is all wrapped up and great crops
  - Independent Police Agency
  - Water levels are low in rivers and dugouts
  - Bridge closed for weight restrictions
  - ICF still a concern, extensions only
  - School in Manning to be demolished, hopefully be able to save the other for a municipal building of some sort.
  - Fire services are ongoing issue, support from Manning & Peace River, increased budget for this
  - Looking to purchase a new fire truck for Town of Manning
  - Clear Hills and Town to resolve Chinchaga issue
  - REC has been formed with local municipalities, taking the steps to get approval for Nuclear Plant in the area, could be 40–60-billion-dollar project, will help with economic development, may ask for letters of support from neighboring communities
  - Also joining CANA host communities, great advocates for nuclear
- Tom Picard – Town of Whitecourt
  - Busy summer with advocate in boreal forest, internal fire guards
  - Electricity Canada conference - Need to find a way to alert our citizens
  - Working on ERP with new ways of online media
  - ICF signed and going to bring region back to it was before
  - Big concern- soft wood lumber tariffs, German lumber is back, and US is purchasing from them rather than Canada, Whitecourt lumber- going to get word out
  - Culture and Events Center opening 50 mil project opening in 2026
- Kate Potter - Town of Sexsmith
  - Lots of things happening, new re brand to launch 40-year-old logo, keeping big sky and grain elevator
  - Library has been separated from the town as of Jan 2025.
  - Brand New Condenser in arena, a lot of surprises along the way, now up and running
  - New housing, fuel card lot
  - Sexsmith's big Christmas parade\*\*
  - New therapeutic center to be placed between Sexsmith and
- Lunch (12:30 – 1:00 pm)

- **Presentations**

- Healthy Aging Alberta (Rebecca Aspden, Amanda Harriman-Gojtan, Michael Procinsky to present)
- Bursaries at NADC report (invited, but no response)
- Work NW Alberta (invited, but no response)

- **Adoption of Minutes**

APPROVED the June 14, 2024 meeting minutes.

- **Old Business**

- Community Rail Advocacy Alliance update – Meeting next week with the transportation parliamentary secretary to discuss moving goods and services, responsibilities, impending strike and monopoly. CN is recruiting. Took on Hay River. Will meet with elected officials but not lobbyist. Focus on NW Alberta. Renewal Letter to expand membership, full membership \$2000.
- NRED Grant- Getting quotation on flights, propose they fly on Thursday with MLA's and City of Edmonton Councillors (30 seats) from Edmonton to High Level, to Peace River, stay overnight, then to Whitecourt, tour, meal at Alexis Casino and then fly back to Edmonton Friday. Looking at spring 2025. No expenses to municipalities. Grant doesn't qualify- would like to gather each municipalities videos and present to MLA's at RMA and AB Muni's. **ACTION:** Committee created to draft a plan on how to present our northern municipalities to the MLA's (Kate, Bob, Wendy, Vern, Shelley)

- **New Business**

- Acceptance of Financial Report  
APPROVED the Financial Report.
- Set 2025 Membership Fees  
APPROVED the 2025 membership fees to remain the same
- Province collecting municipal taxes (Chair Kolebaba to lead discussion)  
Recommended voicing concerns to Premier Danielle Smith
- Report by Executive Director  
Spirit River Joining NAEL

- **MLA Reports**

Invited:

- Minister Dan Williams, Peace River (in person around 11:30)
  - 12 new bills already introduced, VOIP, Tourism, Service Alberta, education, health, sports
  - Always looking for feedback from municipalities and NAEL
  - Q: Stacey- LaGrange gave # for 31, is there a cap? A: launching program for local to be reimbursed, will remind LaGrange of importance.

- Q: Myrna- local hospital changing hours, who will operate main door, small communities have no security. A: there is work to be done in that area, such a large province it will take some time to cover all areas, let me know of where we have the issues and will work towards those.
  - Q: Kate- impact of living in the north A: huge priority and moving forth with system rejuvenation and access to electricity.
  - Q: Rob- What is the plan the province has in place to support small communities who supported the oil and gas, roads still need to be opened, services still need to be offered. A: may have to look at the long term and amalgamate municipalities if there is a struggle with the viability of struggling communities.
  - Q: Phil- need for cell service in rural Alberta A: cabinet has heard the issue twice, growing common issue, CRTC regulates this, hard to be a player in the telecommunications, prov has advocated
  - Q: Brenda- local student wanted to get into university but it was full, so he went overseas for the training and wasn't allowed to return to Fox Creek because the education does not align. A: the colleges need to recognize the training, facilitate the issues rather than deny the applicants. Will get in touch with chair of college. Will bring up issues with the Minister of Health
  - Q: Elaine- Is there an unintended consequence nurse works in hospital; can they pick up shifts in acute if not working in that area. A: trying to keep as much continuity as possible through out
- 
- MLA Nolan Dyck, Grande Prairie (will join by Zoom at 2:30)
    - Attended RMA and was very well attended
    - Growth in jobs within province, growth in EI due to moving Alberta and Ontario
    - Excitement within the health aspect of the area
    - AIMCO- costs have went up and returns weren't doing well
    - **ACTION:** Get Brenda Birch's Email to MLA regarding ambulances, issue in McLennan area as well.
  
  - Parliamentary Secretary Tany Yao (will attend by Zoom)
    - Roxanne Mckenzie presented Northern Alberta Development Bursary presentation
- 
- **Date and Location of next meeting.**  
Date: March 14, 2025  
Location: Peace River  
At: 10 am
  
  - **Motion to adjourn.**  
Chair Kolebaba adjourned the meeting at 3:07 p.m.