

Town of Crossfield
AGENDA
Regular Council Meeting
Tuesday, March 4, 2025 – 7:00 p.m.

1. **CALL TO ORDER**

2. **AGENDA**

2.1 March 4, 2025

3. **MINUTES**

3.1 February 18, 2025, regular council meeting

4. **DELEGATIONS**

4.1 RCMP Quarterly Update (Sgt. Ian Patey)

5. **BYLAWS**

5.1 2025-02 Waste & Recycling Bylaw

6. **POLICIES**

6.1 Procurement Policy (Council Policy C 301-25)

7. **FINANCIAL**

7.1 2024 Preliminary Financial Results

8. **COUNCILLOR'S BUSINESS**

*Mayor Harris
Deputy Mayor Fox
Councillor Brennan
Councillor Gustafson
Councillor Knight
Councillor Lambert
Councillor Vang*

9. **ADMINISTRATIVE UPDATE**

9.1 Administrative Update

9.2 Outstanding Items List

10. **CLOSED SESSION**

10.1 Wastewater Disposal Update – Disclosure harmful to business Local public body confidences
– FOIP Section 23 (1)

11. **ADJOURN**

*** A member of Council or CAO may attend the meeting by electronic means ***



**Regular Council Meeting
Minutes**

Tuesday, February 18, 2025

**Council Chambers
900 Mountain Avenue,
Crossfield, Alberta, T0M 0S0**

PRESENT: Mayor Harris
Councillor Brennan
Deputy Mayor Fox
Councillor Gustafson
Councillor Knight
Councillor Vang

REGRETS: Councillor Lambert

STAFF: Kinza Barney, CAO
Lindsey Nash, Administrative and Legislative Services Manager, (Recording Secretary)
Russ Nash, Director of Community & Protective Services
Amber Ouellette, Chief Finance Officer
Steve Altena, Director of Infrastructure and Growth

1. CALL TO ORDER

Mayor Harris called the council meeting to order at 7:01p.m

We would like to take this opportunity to acknowledge the traditional territories of the Indigenous peoples of the Treaty 7 territory and the Otipemisiwak (o-tey-pe-mi-si-wak) Metis Government, District 4. We respect the histories, languages, and cultures of First Nations, Metis, Inuit, and all First Peoples of Canada, whose presence continues to enrich our community.

2. AGENDA

2.1. February 18, 2025 Agenda

031-2025

MOVED by Councillor Vang that the February 18, 2025, Council Agenda be accepted as prepared.

CARRIED

3. MINUTES

- 3.1. Bylaw 2025-01 – Municipal Development Plan

032-2025

MOVED by Councillor Brennan that the February 4, 2025, regular council meeting minutes be accepted as presented. CARRIED

4. BYLAWS

- 4.1. Bylaw 2025-01 – Municipal Development Plan

033-2025

MOVED by Councillor Brennan that the Crossfield Municipal Development Plan Bylaw 2025-01 be given first reading and that Council direct Administration to conduct public engagement on the draft Crossfield Municipal Development Plan and return to Council for a public hearing before the end of Q2 2025.

CARRIED

5. ACTIONS AND DECISIONS

- 5.1. Active Transportation Federal Grant

034-2025

MOVED by Councillor Fox that Council support the Town of Crossfield's application to the Active Transportation Fund for replacement of sidewalks and pathways, as well as implementation of additional pedestrian safety and accessibility measures within town. CARRIED

- 5.2. Bike Pump Track Location Report

035-2025

MOVED by Councillor Gustafson that Council direct Administration to move forward with public and stakeholder engagement for input on locating the new Bike Skills/Pump Track facility at either Murdoch Park or Ball Diamond #4 and that Administration bring results of the public and stakeholder engagement back to a future Council meeting. CARRIED

6. FINANCE

- 6.1. 2024 operating and capital carry forward

036-2025

MOVED by Councillor Gustafson that Council amends the 2025 capital budget to include the 2024 capital budget carry forward of \$642,272. CARRIED

037-2025

MOVED by Councillor Gustafson that Council amends the 2025 operating budget to include the 2024 operating budget carry forward of \$88,700. CARRIED

7. COUNCILLOR REPORTS

Mayor Harris:

- Attended 2 more Mayor Caucus meetings
- Continue to meet with the CAO
- Continue to support the Kraft Hockeyville initiative – the Town is currently sitting in 4th place.

Deputy Mayor Fox: Nothing further to report.

Councillor Brennan: Nothing further to report.

Councillor Gustafson:

- Attended the Mountain View Regional Water Services Commission (MVRWSC) monthly meeting
- Rocky View Foundation RVF meeting upcoming next week

Councillor Knight: Nothing further to report.

Councillor Vang: Nothing further to report.

038-2025

MOVED by Deputy Mayor Fox that the Councillors Business be accepted as presented.

CARRIED

8. ADMINISTRATIVE UPDATE

8.1. Outstanding Items List

039-2025

MOVED by Councillor Brennan that item 049 be removed from the Outstanding Items list and that item 004 be adjusted to Q2- 2025.

CARRIED

9. ADJORN

040-2025

MOVED by Councillor Vang that the Council meeting adjourn at 7:51 p.m.

CARRIED

Mayor Harris

Kinza Barney, Chief Administrative Officer

Report to Council



Meeting Date: 2025-03-04
Meeting Type: Council Meeting
Prepared By: Russ Nash, Director of Community & Protective Services
Presented By: Russ Nash, Director of Community & Protective Services
Subject: RCMP Quarterly Update
Department: Community Services

REPORT PURPOSE:

To provide Council with the relevant reports relating to the RCMP's third quarter (Q3) update.

RECOMMENDATION:

THAT Council accept the RCMP Q3 update for information.

BACKGROUND:

The RCMP are attending Council to present their Quarter 3 (Q2) update, representing stats and information from October 1 to December 31, 2024 (note: the RCMP fiscal year is April 1 to March 31 as opposed to the calendar year).

In attendance for the RCMP is Sgt., Ian Patey.

ANALYSIS:

Strategic Alignment

- Sustainable Community Growth
- Town Infrastructure
- Parks, Recreation & Beautification
- Social Development & Emergency Services
- Communications & Public Relations

ATTACHMENTS:

- Q3 2024 Crossfield Community Letter
- Q3 2024 Crossfield Community Report
- Q3 2024 Town of Crossfield Crime Stats



February 13, 2025

Mayor and Council
Town of Crossfield
Crossfield, AB

Dear Mayor and Council,

Please find attached the quarterly Community Policing Report covering the period from October 1st to December 31st, 2024. This report serves to provide a quarterly snapshot of human resources, financial data, and crime statistics for Crossfield.

In the coming weeks and months, we will be engaging with the community and holding town hall meetings as we have done in the past. This will provide us with an opportunity to interact with the community we serve and hear from them directly about what policing issues or priorities they would like our detachment to focus on. I look forward to attending these meetings to connect with our community and will be providing more details as we organize the town hall meetings.

I also want to inform you of the Real Times Operations Centre (RTOC) that is supporting RCMP detachments across Alberta. In October 2022, RTOC was established to optimize our response to incidents around the province. RTOC involves senior police officers monitoring policing operations in real-time, assessing incident risk, coordinating specialized and expert resources, and managing the response. They provide members on the ground with guidance, direction, and support. It is also used to coordinate the deployment of all RCMP resources – federal, provincial, and municipal, both within Alberta and, if required, nationally. The RTOC facility uses cutting-edge technology to provide real time support during emergency situations to RCMP officers across Alberta and is another measure used to enhance public and police officer safety.

I always remain available to discuss your community-identified priorities and any other ideas you may have that will enhance our service delivery to address the priorities that are important to you. As the Chief of Police for your community, I invite you to contact me should you have any questions or concerns.

Best regards,

Lauren Weare

Inspector Lauren Weare (M.O.M)
Officer in Charge
Airdrie/Beiseker Detachments





Alberta RCMP - Provincial Policing Report

Detachment Information

Detachment Name

Beiseker Provincial - Crossfield

Detachment Commander

Inspector Lauren Weare

Report Date	Fiscal Year	Quarter
February 13, 2025	2024-25	Q3 (October - December)

Community Priorities

Priority #1: Rural Crime – Crime Reduction**Updates and Comments:**

Airdrie/Beiseker Integrated Rural, using Project AirOW, have been monitoring 7 subjects in the rural area. Checks on the subjects monitored by Project AIROW have shown them to be mostly compliant. During this period, some subjects have been removed and new ones added.

There were 12 checks conducted during this reporting period and all were compliant with the exception of one, which resulted in the subject being breached on his conditions.

The Crime Reduction Unit (CRU) investigated 6 files in the rural area:

- 1) Investigation into stolen vehicles - CRU located the vehicles with surveillance and accused was arrested and charged;
- 2) Drug investigation – two accused were arrested and charged for possession of cocaine. Four ounces of cocaine was seized;
- 3) Stolen property investigation - two stolen vehicles and property were recovered, total value of \$53,000.00;
- 4) Firearms investigation - one male arrested and charged with firearms offences – six firearms and an inert military mortar bomb was located;
- 5) Drug investigation - three judicial authorizations completed – one firearm and \$1000 worth of contraband tobacco was seized;
- 6) Stolen vehicle investigation – surveillance conducted and accused was arrested and charged, vehicle recovered.





Priority #2: Rural Crime – Community Engagement

Updates and Comments:

Members work to maintain an increased visibility and accessibility in Crossfield. The Integrated Rural Unit maintains contact with the CAO and is responsive to community needs.

Members attended the Crossfield Schools to visit students and staff in their classrooms. Member also attended to collect and update the information on the RCMP School Action For Emergencies (SAFE)/Lock Downs Database.

Cst. MCWHINNIE partnered with the Crossfield Fire Hall to host a Child Seat Clinic where 15 car seats were inspected and positive feedback and best practices were shared with participants.

Cst. MCWHINNIE identified local youths and "ticketed" them for doing good deeds in the community where they won small prizes donated by local businesses.

The Town filled their vacant Community Peace Officer position in December and Cst. MCWHINNIE introduced him to the community and they conducted a New Years Eve check-stop where approximately 60 cars were checked with Mandatory Alcohol Screening (MAS).

In December, the High School requested RCMP assistance with the aftermath of a physical fight between students. Cst. MCWHINNIE hosted a conflict de-escalation meeting between the students where written apologies were exchanged instead of criminal charges.

Cst. MCWHINNIE attended all board meetings with the Rural Crimewatch and did presentations at a Crimewatch event in Madden and Bragg Creek.

Priority #3: Rural Crime – Road Safety

Updates and Comments:

Members of the Airdrie/Beiseker Integrated Rural detachment area conduct regular patrols and enforce traffic laws as applicable. In this quarter, there have been at least 86 traffic enforcement activities which include tickets and warnings.

There have been 9 impaired driving related investigations resulting in impaired sanctions and/or suspensions.





Community Consultations

Consultation #1

Date	Meeting Type
October 29, 2024	Meeting with Stakeholders
Topics Discussed	
Introduction as new NCO of Airdrie Integrated Rural	
Notes/Comments:	
Sgt. PATEY had a meeting with Russ NASH, the Director of Community & Protective Services - introduction as the new NCO of Airdrie Integrated Rural.	

Consultation #2

Date	Meeting Type
November 2, 2024	Community Connection
Topics Discussed	
Stuff the Cruiser Event	
Notes/Comments:	
Cst. MCWHINNIE participated in the Stuff the Cruiser Event where Fire Dept and RCMP collected donations for the food bank at the Christmas Farmers Market.	

Consultation #3

Date	Meeting Type
November 8, 2024	Community Connection
Topics Discussed	
Remembrance Day Assembly	
Notes/Comments:	
Cst. MCWHINNIE participated in the Remembrance Day Assembly at WG Murdoch School.	





Consultation #4

Date	Meeting Type
November 11, 2024	Community Connection
Topics Discussed	
Remembrance Day Ceremony	
Notes/Comments:	
Three RCMP members participated in the Remembrance Day Ceremony.	

Consultation #5

Date	Meeting Type
November 30, 2024	Community Connection
Topics Discussed	
Red Serge Event	
Notes/Comments:	
Member attended for puck drop in Red Serge at the Crossfield Pete Knight Memorial arena. The event was organized by the U15 hockey team and it was a charity hockey game - Emergency Shelter Fundraiser.	

Consultation #6

Date	Meeting Type
December 3, 2024	Meeting with Elected Officials
Topics Discussed	
Crossfield Council Meeting	
Notes/Comments:	
Sgt. PATEY and Cst. MCWHINNIE attended the Crossfield council meeting to present the Q2 Crime Stats Report to Council. Sgt. PATEY also introduced himself as the new NCO of Airdrie Integrated Rural.	





Provincial Service Composition

Staffing Category	Established Positions	Working	Soft Vacancies	Hard Vacancies
Regular Members	16	16	1	0
Detachment Support	4	3	0	1

Notes:

1. Data extracted on December 31, 2024 and is subject to change.
2. Soft Vacancies are positions that are filled but vacant due to maternity/paternity leave, medical leave, etc. and are still included in the overall FTE count.
3. Hard Vacancies reflect positions that do not have an employee attached and need to be filled.

Comments:

Police Officers: Of the 16 established positions, 16 officers are currently working with one on special leave (Leave without Pay). The position has been backfilled to ensure coverage. There are two positions with two officers assigned to each position.

Detachment Support: Of the four established positions, three resources are currently working with none on special leave. Staffing Action is ongoing for the vacant position.





Town of Crossfield - Airdrie Detachment Crime Statistics (Actual) (Q3) October to December: 2021 - 2024

All categories contain "Attempted" and/or "Completed"

January 9, 2025

CATEGORY	Trend	2021	2022	2023	2024	% Change 2021 - 2024	% Change 2023 - 2024	Avg File +/- per Year
Offences Related to Death		0	0	0	0	N/A	N/A	0.0
Robbery		0	0	1	0	N/A	-100%	0.1
Sexual Assaults		3	0	1	0	-100%	-100%	-0.8
Other Sexual Offences		1	0	3	0	-100%	-100%	0.0
Assault		4	2	6	7	75%	17%	1.3
Kidnapping/Hostage/Abduction		0	0	1	0	N/A	-100%	0.1
Extortion		0	0	2	1	N/A	-50%	0.5
Criminal Harassment		4	3	1	3	-25%	200%	-0.5
Uttering Threats		3	4	1	1	-67%	0%	-0.9
TOTAL PERSONS		15	9	16	12	-20%	-25%	-0.2
Break & Enter		4	2	3	6	50%	100%	0.7
Theft of Motor Vehicle		5	2	1	5	0%	400%	-0.1
Theft Over \$5,000		1	2	4	5	400%	25%	1.4
Theft Under \$5,000		10	4	6	4	-60%	-33%	-1.6
Possn Stn Goods		3	0	0	0	-100%	N/A	-0.9
Fraud		3	3	6	4	33%	-33%	0.6
Arson		0	0	0	0	N/A	N/A	0.0
Mischief - Damage To Property		3	8	2	6	100%	200%	0.3
Mischief - Other		2	0	1	7	250%	600%	1.6
TOTAL PROPERTY		31	21	23	37	19%	61%	2.0
Offensive Weapons		0	1	1	0	N/A	-100%	0.0
Disturbing the peace		3	1	2	2	-33%	0%	-0.2
Fail to Comply & Breaches		6	0	0	1	-83%	N/A	-1.5
OTHER CRIMINAL CODE		7	6	4	0	-100%	-100%	-2.3
TOTAL OTHER CRIMINAL CODE		16	8	7	3	-81%	-57%	-4.0
TOTAL CRIMINAL CODE		62	38	46	52	-16%	13%	-2.2



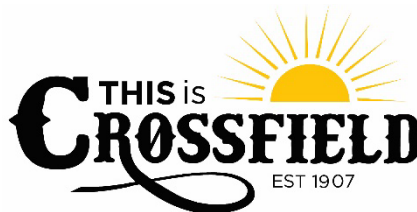
Town of Crossfield - Airdrie Detachment Crime Statistics (Actual) (Q3) October to December: 2021 - 2024

All categories contain "Attempted" and/or "Completed"

January 9, 2025

CATEGORY	Trend	2021	2022	2023	2024	% Change 2021 - 2024	% Change 2023 - 2024	Avg File +/- per Year
Drug Enforcement - Production		0	0	0	0	N/A	N/A	0.0
Drug Enforcement - Possession		0	1	1	1	N/A	0%	0.3
Drug Enforcement - Trafficking		0	0	0	1	N/A	N/A	0.3
Drug Enforcement - Other		0	0	0	0	N/A	N/A	0.0
Total Drugs		0	1	1	2	N/A	100%	0.6
Cannabis Enforcement		0	0	0	0	N/A	N/A	0.0
Federal - General		0	0	1	0	N/A	-100%	0.1
TOTAL FEDERAL		0	1	2	2	N/A	0%	0.7
Liquor Act		N/A	N/A	1	1	N/A	0%	0.4
Cannabis Act		N/A	N/A	0	1	N/A	N/A	0.3
Mental Health Act		N/A	N/A	10	6	N/A	-40%	1.2
Other Provincial Stats		N/A	N/A	4	4	N/A	0%	0.1
Total Provincial Stats		N/A	N/A	15	12	N/A	-20%	2.0
Municipal By-laws Traffic		N/A	N/A	0	1	N/A	N/A	0.3
Municipal By-laws		N/A	N/A	5	0	N/A	-100%	0.5
Total Municipal		N/A	N/A	5	1	N/A	-80%	0.8
Fatals		0	0	0	0	N/A	N/A	0.0
Injury MVC		0	0	2	0	N/A	-100%	0.2
Property Damage MVC (Reportable)		N/A	N/A	9	6	N/A	-33%	2.7
Property Damage MVC (Non Reportable)		N/A	N/A	2	3	N/A	50%	1.1
TOTAL MVC		N/A	N/A	13	9	N/A	-31%	4.0
Roadside Suspension - Alcohol (Prov)		N/A	N/A	1	0	N/A	-100%	0.1
Roadside Suspension - Drugs (Prov)		N/A	N/A	0	0	N/A	N/A	0.0
Total Provincial Traffic		N/A	N/A	15	31	N/A	107%	10.5
Other Traffic		N/A	N/A	0	0	N/A	N/A	0.0
Criminal Code Traffic		2	2	2	0	-100%	-100%	-0.6
Common Police Activities								
False Alarms		N/A	N/A	2	2	N/A	0%	0.8
False/Abandoned 911 Call and 911 Act		N/A	N/A	4	0	N/A	-100%	0.4
Suspicious Person/Vehicle/Property		N/A	N/A	9	15	N/A	67%	5.3
Persons Reported Missing		N/A	N/A	0	2	N/A	N/A	0.6
Search Warrants		N/A	N/A	2	0	N/A	-100%	-2.0
Spousal Abuse - Survey Code (Reported)		N/A	N/A	8	13	N/A	63%	5.0
Form 10 (MHA) (Reported)		N/A	N/A	3	2	N/A	-33%	-1.0

Report to Council



Meeting Date: 2025-03-04
Meeting Type: Council Meeting
Prepared By: Steve Altena, Director of Infrastructure and Community Growth
Presented By: Steve Altena
Subject: Waste Management and Recycling Bylaw Update
Department: Operations

REPORT PURPOSE:

The purpose of this report is to present the Waste Management and Recycling Bylaw 2025-02 for Council’s consideration. This bylaw updates the current Waste Management and Recycling Bylaw 2016-17 to align the permitted recyclable materials with the requirements of the upcoming Extended Producer Responsibility (EPR) program, which comes into effect on April 1, 2025.

RECOMMENDATION:

That the Waste Management and Recycling Bylaw 2025-02 be given first reading.

That the Waste Management and Recycling Bylaw 2025-02 be given second reading.

That the Waste Management and Recycling Bylaw 2025-02 be brought forward for third and final reading.

That the Waste Management and Recycling Bylaw 2025-02 be given third and final reading.

PREVIOUS COUNCIL DIRECTION:

As directed by Council in July 2024, the Town has entered into an agreement with Circular Materials (CM) under the EPR framework.

BACKGROUND:

EPR is a policy approach where producers are given significant responsibility for the treatment or disposal of post-consumer products. Currently, products sold in Alberta become waste managed by municipalities once they reach their end of life. EPR shifts this responsibility back to producers, thereby reducing the financial burden on municipalities and encouraging producers to design more sustainable products.

The Town has chosen the “Opt-In” option which allows the Town to manage our current curbside collection program under a service agreement with CM, through which they will reimburse the Town for recycling costs. The service agreement was executed on January 16, 2025 and it contains specifications for what is considered recyclable material. The Town’s list of permitted recyclable materials differs

slightly from the CM agreement, notably on flexible plastics, therefore Administration proposes an amendment to the bylaw to align with the requirements of the agreement.

ANALYSIS:

Strategic Alignment

- Sustainable Community Growth
- Town Infrastructure
- Parks, Recreation & Beautification
- Social Development & Emergency Services
- Communications & Public Relations

COMMUNICATIONS AND ENGAGEMENT:

Starting in March, Administration will begin a communications program to update and inform residents on the requirements of the curbside recycling program, including what is recyclable and what is not and what may have changed. Under Town’s agreement with CM, the Town is provided a small fund to conduct resident education with the objective of minimizing non-recyclables being collected.

FINANCIAL IMPLICATIONS:

The amendments to the Waste Management and Recycling Bylaw do not have financial implications for the Town.

Under the Town’s agreement with CM, the Town will receive remuneration to cover almost all the costs of the recycling program. In 2024 the Town spent \$123,666 on curbside recycling including a per dwelling per month fee of \$5.85 and \$100 per tonne tipping fees. The agreement with CM, which takes effect April 1, 2025, offers \$5.69 per dwelling per month and all tipping fees are covered. This leaves the Town responsible for net contracting costs of approximately between \$35,000 - \$40,000 for 2025 (mainly for the months before the program is active), and approximately \$3,000 - \$4,000 for 2026 (which achieves near total cost recovery).

Given the significant cost reductions achieved by this program, Administration will bring forward a decrease to resident curbside recycling fees with the finalization of the 2025 budget.

ALTERNATIVES/IMPLICATIONS:

No alternative options have been identified for Council’s consideration.

ATTACHMENTS:

- Bylaw 2025-02

TOWN OF CROSSFIELD
WASTE MANAGEMENT AND RECYCLING BYLAW
BYLAW NO. ~~2016-~~
172025-02

Being a Bylaw of the Town of Crossfield, in the Province of Alberta to regulate the collection, disposal and handling of waste and recycling within the Town of Crossfield ~~and maintaining~~, in the Province of Alberta.

Whereas Pursuant to the *Municipal Government Act*, R.S.A. 2000 and amendments thereto, a Municipal Council may pass Bylaws establishing and maintaining a waste and recycling management system throughout the municipality.

and Whereas The Municipal Council of the Town of Crossfield, in the Province of Alberta, deems it desirable to pass a Bylaw to establish and maintain a waste and recycling management system and to operate this system as a public utility.

Now Therefore Council, duly assembled, hereby enacts, as follows:

SECTION 1: TITLE

1.1 This Bylaw may be cited as “**The Waste Management and Recycling Bylaw**”.

SECTION 2: INTERPRETATION

2.1 For the purposes of this Bylaw the following terms, phrases, words and their derivations shall have the meanings given herein.

- a. **“additional recycling collection cart”** means the additional 240 L Town owned automated recycling collection cart provided at an additional cost to the customer by the Town at the customer’s request to a maximum of one (1) additional recycling collection cart per dwelling house;
- b. **“alley”** means a road intended primarily for access to the rear yard of adjacent premises, “lane” shall have the same meaning;
- c. **“apartment house”** means a residential building which is occupied or intended to be occupied by more than four families living independently of each other and includes, but is not limited to:
 - (i) Structures known as townhouses or row houses;
 - (ii) Seniors Citizens’ self-contained units in a complex of more than four units;

- (iii) Licensed boarding houses, lodging houses and rooming houses, terraces of dwellings and any other type of premises where more than four families reside or dwell; which is neither a dwelling house nor a condominium as defined in this Bylaw;
- d. **“ashes”** means cold residue from burning of wood, coal or other like material;
- e. **“automated collection”** means the collection of Recycling by a system of mechanical lifting and tipping of containers into specially designed vehicles;
- f. **“base rate”** means the rate established by the Town from time to time for the collection of one unit of waste and one unit of recycling to be collected from each dwelling house each week;
- g. **“billing period”** shall be the same as the bi monthly period for which the customer is charged for water and sewer service;
- h. **“biomedical waste”** is as defined under the Waste Control Regulation;
- i. **“boulevard”** means that part of a highway in an urban area that:
 - (i) is not a roadway, and
 - (ii) is not that part of the sidewalk that is specially adapted for the ordinary use of pedestrians;
- j. **“Chief Administrative Officer”** means the Chief Administrative Officer of the Town of Crossfield or designate;
- k. **“church”** means a place of worship;
- l. **“collector”** means a person who collects waste or recyclable material within the Town as an agent, contractor or employee of the Town;
- m. **“collection cart or carts”** means residential recyclable material collection carts;
- n. **“collection point”** means a location where the waste and recyclable material collection carts and any “Excess Waste” bags are placed for collection;
- o. **“collection utility”** means the system of collecting and disposing of residential waste and/or recyclable material from dwelling houses within the Town;

- p. **“commercial bin”** means any container for the storage of commercial waste or recyclable material;
- q. **“commercial premises”** means any premises that are designated as “commercial” under the Town’s Land Use Bylaw, and includes any premises that are exempt from municipal assessment or taxation;
- r. **“commercial waste and recyclable material”** means waste that would normally be generated and discarded from a commercial premises, including stores, cafes, eating houses and wholesale or retail business places and office blocks where the establishment occupies all or part of a building having mixed uses and also includes material from the work of decorating, cleaning or repairing of a building or premises;
- s. **“condominium”** means a building divided into individually owned units as described in the *Condominium Property Act* and amendments thereto, and for the purpose of this bylaw only each unit shall be deemed to be a single family dwelling;
- t. **“construction, renovation and demolition waste”** means all waste produced in the process of constructing, altering, renovating, repairing, or demolishing a building; including earth, vegetation, and rock displaced during the process of building, all of which is acceptable for disposal at an **approved disposal** site;
- u. **“contaminated”** means that the recyclable materials have been compromised by the presence of food residue, blood, soil, or other prohibited materials, “soiled” shall have the same meaning;
- v. **“Council”** means the Municipal Council of the Town of Crossfield;
- w. **“customer”** means any applicant, Owner, builder, person, persons, corporations, or associations whose dwelling house is eligible for waste and recyclable material collection by the Town or any lessee or occupant of such a dwelling house who has applied to the Town for a collection utility account or is otherwise responsible for paying such a collection utility account for waste and recycling collection services from the Town;
- x. **“Dangerous Goods”** means Dangerous Goods as defined in the Transportation of *Dangerous Goods Transportation and Handling Act* and its regulations;
- y. **“Director”** under the *Environmental Protection and Enhancement Act* is a person designated as a Director for the purpose of the *Environmental*

Protection and Enhancement Act by the Minister of Environment;

- (Z) **“disposal”** includes disposition or intended disposition by discarding, discharging, dumping, throwing away, dropping, or abandoning and “dispose” shall have a comparable meaning;
- (aa) **“disposal site”** means a sanitary landfill or another site approved by the Town for waste disposal;
- (bb) **“dwelling house”** means any building occupied for residential purposes, other than a condominium, multiple family dwelling or apartment house, that is included within the Town’s collection utility.
- (cc) **“excess rate”** means the rates established by the Town for the purchase and use of “Town of Crossfield – Excess Waste” bags and for the collection of excess waste;
- (dd) **“excess waste”** means residential waste placed out for collection in excess of the three bag limit
- (ee) **“hazardous waste”** as defined under *the Environmental Protection and Enhancement Act* and its regulations;
- (ff) **“highway”** is as defined in the *Traffic Safety Act*;
- (gg) **“industrial waste”** means all waste generated by industrial activities and, or, properties and includes waste that presents health, safety or environmental concerns;
- (hh) **“industrial properties”** means any places that carry on one or more of the following activities; the manufacturing, processing, assembling, cleaning, repairing, servicing, testing, storage, warehousing, distribution or shipment of materials, goods, products and ,or, equipment;
- (ii) **“multiple family dwelling”** means a building designed and built to contain five or more dwelling units separated from each other by firewalls;
- (jj) **“Peace Officer”** as defined in the *Peace Officer Act*, and includes a duly appointed Community Peace Officer employed by the Town;
- (kk) **“plastic garbage bag”** means a sturdy plastic bag specifically marketed to store waste for collection, and excludes plastic bags that are intended for other purposes;
- (ll) **“premises”** means land, including any buildings erected thereon;
- (mm) **“processing site”** means a facility for the processing of recyclable materials;

- (oo) **“prohibited materials”** means all materials listed in Section 9.0: Prohibited Materials and herein defined;
- (pp) **“reasonably clean”** means not contaminated or soiled;
- (qq) **“recyclable materials”** means those materials ~~determined by the Town from time to time to be acceptable through the Town’s residential recycling collection program or the Contracted Recycling Depot~~listed in Schedule ‘B’ as recyclable;
- (rr) **“recycling depot”** means a public drop off facility for recyclable materials and special waste materials;
- (ss) **“residential waste collection cart”** means a 240 L cart owned and supplied by the Town to dwelling houses in order to contain residential waste that is to be rolled to a collection point where it will be emptied by an automated collection vehicle;
- (tt) **“residential recyclable materials”** means those materials determined by the Town from time to time to be acceptable for collection through the Town’s collection utility;
- (uu) **“residential recycling collection cart”** means a 240 L cart owned and supplied by the Town to dwelling houses in order to contain residential recycling that is to be rolled to a collection point where it will be emptied by an automated collection vehicle;
- (vv) **“residential waste”** means all non-recyclable solid waste generated through ordinary day-to-day activities of the occupants of a dwelling house, and does not include materials generated as a result of construction, renovation, roofing, demolition, landscaping, installation or removal of lawns or sprinkler systems, installation or removal of concrete or asphalt, or automotive or recreational vehicle work of any kind;
- (ww) **“service change/set up fee”** means the fees set by the Town ~~from time to time and specified in Schedule ‘B’ in the Fees and Rates Bylaw as amended~~from time to time and charged for new waste and recycling collection account set up;
- (xx) **“street”** means a public thoroughfare within the Town and includes where the context so allows, the sidewalk and borders of the street and all parts appearing in the records of the Land Titles Office as having been set aside for a public thoroughfare; when used in distinction to an alley, it means the public thoroughfare on which the premises in question fronts;
- (yy) **“Town”** means the municipal corporation of the Town of Crossfield or the

area contained within the boundaries thereof, as the context requires;

- (zz) **“unit of recycling”** means one 240 litre residential recycling collection cart weighing, including its contents, no more than 110 KG;
- (aaa) **“utility right of way”** means the area of land acquired for or devoted to the provision of a utility;
- (bbb) **“waste”** is as defined under the *Environmental Protection and Enhancement Act* and its regulations;
- (ccc) **“Waste Control Regulation”** means Regulation 192/96 pertaining to waste under the *Environmental Protection and Enhancement Act*;

2.2 The caption and headings in this Bylaw are for convenience of reference only, and shall not affect the interpretation of any provision.

SECTION 3: APPLICATION

- 3.1 This Bylaw applies to all waste and recyclable material produced or transported within the boundaries of the Town.
- 3.2 Nothing in this Bylaw shall operate to relieve any person from complying with any Federal, Provincial or other Town Law, Order, Regulation or Bylaw and such person shall comply with all conditions or obtain any necessary consent at his or her own expense.
- 3.3 Except as provided in this Bylaw, no person shall;
 - a. Store or deposit any waste or recyclable material in or on any premises owned or occupied by the Town or on any street or boulevard; or
 - b. Store or place any collection cart or commercial bin on any street or boulevard, unless on collection day.
- 3.4 Section 3.3 shall not apply:
 - a. In respect of any waste or recyclable material stored or deposited at any disposal site designated pursuant to this Bylaw;
 - b. In respect of any collection cart placed or stored on a street for use by the public by or with the consent in writing of the Manager of Operational Services;
 - c. To a person who is actively engaged in loading or unloading any collection cart or commercial bin.

- 3.5 Any person who deposits any waste or recyclable material on a street or boulevard contrary to this Bylaw shall forthwith remove such waste or recyclable material from the street at his or her own expense.
- 3.6 No person shall scavenge waste or recyclable material from a collection cart or a commercial bin.
- 3.7 No person shall damage, tamper with or vandalize a collection cart or commercial bin owned by or operated by the Town or its contracted service provider.

SECTION 4: SERVICE

- 4.1 The Town shall not collect waste or recyclable material from:
 - a. condominiums: unless approved in writing by the Chief Administrative Officer
 - b. apartment houses;
 - c. commercial premises, industrial and institutional operations;
 - d. churches;
 - e. unserviceable property.
- 4.2 An owner or occupant of a premises listed in subsection 4.1 shall:
 - a. arrange for waste and, or, recyclable material collection and disposal, at the expense of the owner or occupant, by a private collection service that disposes of waste at a disposal site; and
 - b. ensure that waste and, or, recyclable material is collected on a regular basis to prevent the development of noxious odors and the accumulation of waste and recyclable material.

SECTION 5: PROVISIONS FOR DISPOSAL OF WASTE AND RECYCLABLE MATERIAL

- 5.1 The Town may contract from time to time to provide the necessary vehicles for the public collection and removal of waste and recyclable material within the limits of the Town.
- 5.2 The Town may contract from time to time, the operation of the facilities and equipment necessary or desirable for disposal and processing of waste and recyclable material collected by the Town or its contract service provider.
- 5.3 The Town may:
 - a. direct the days and times that collections will be made from different portions of the Town; and

- b. decide as to the quantities and types of waste and recyclable material to be removed from any dwelling house included within the Town's collection utility or accepted by the Town for disposal or processing.

**SECTION 6: TOWN COLLECTION AND REMOVAL
OF RESIDENTIAL WASTE AND RECYCLABLE MATERIAL**

- 6.1 Subject to the provisions of this Bylaw, the Town:
- a. shall cause one Black Cart 240 L unit of residential waste material to be collected from each dwelling once per week;
 - b. shall cause one Blue Cart 240 L unit of residential recyclable material to be collected from each dwelling once per week;
 - c. shall approve the equipment used for residential waste and recyclable material collection and the manner in which waste and recyclable material is collected and disposed or processed;
 - d. shall own all collection carts;
 - e. may enter into a contract with a person for the collection of the whole or a portion of the waste and, or, recyclable material accumulated within the Town limits;
 - f. may decide the collection point from which waste and recyclable material will be collected from a dwelling house, either front or rear collection; and
 - g. may carry out any inspections required to determine compliance with this Bylaw.
- 6.2 The Town may, at the time of collection or any other time, remove, repair or replace any obsolete, damaged or non-serviceable collection carts.
- 6.3 An owner or occupant of premises in districts designated as "residential" under the Town's Land Use Bylaw, who is served by the Town's collection utility shall pay for the collection, removal and disposal of residential waste and recyclable material in accordance with the base rates, excess rates and other rates established from time to time by the Town.

SECTION 7: EXCESS RESIDENTIAL WASTE AND RECYCLING

- 7.1 Excess Waste and Recycling material can be taken to the Town's Transfer Station for disposal. Costs for excess waste will be determined and payable at the Transfer Station.

**SECTION 8: PREPARATION OF RESIDENTIAL
WASTE AND RECYCLABLE MATERIAL FOR COLLECTION**

- 8.1 No person shall set waste out for collection unless it is placed within the correct collection cart.
- a. an owner or occupant of a dwelling house must ensure that residential waste and recycling material:
 - (i) consists only of permitted waste and recycling materials as determined by the Town from time to time;
 - (ii) consisting of light, dusty or objectionable materials including cooled ashes, powders, sawdust, vacuum cleaner bags, furnace filters, animal feces and absorbents and disposable diapers is double bagged.
- 8.2 No person shall place for collection ashes which are not properly cooled.
- 8.3 All residential recyclable material set out for collection will be:
- a. Material that is listed as recyclable in Schedule 'B'.
 - b. reasonably clean; and
 - c. placed loosely into the collection cart without bagging or bundling, bagging of recyclable material is permitted for the preparation of plastic bags and shredded paper.
- 8.4 Upon written approval by the Town of Crossfield, the owner, occupant or person in charge of a condominium shall comply with the provisions set forth for residential waste and recyclable material collection in this Bylaw.

SECTION 9: PROHIBITED MATERIALS

- 9.1 No person shall place any of the following items in any collection cart for collection by the Town or its contractor:
- a. unquenched ashes;
 - b. hazardous waste;
 - c. commercial or industrial waste;
 - d. dead animals;
 - e. construction, renovation and demolition waste;
 - f. gas/propane liquids or any other liquid based petroleum product;
 - g. rocks;

- h. automobile waste including automobile parts, tires and batteries;
- i. engine oil;
- j. oil filters;
- k. building materials and furniture;
- l. sod;
- m. compressed cylinders;
- n. waste that is unsafe for the collector to access or handle; or
- o. waste that could cause environmental impairment;
- p. any recyclable materials that are not reasonably clean.

9.2 No person shall place any of the following items in any residential recycling collection cart for collection by the Town or its Contractor:

- a. any waste;
- b. any materials that are not recyclable materials, including materials listed as not recyclable in Schedule 'B';
- c. any recyclable materials that are not reasonably clean.

9.3 Any material listed in Section 9.1 and 9.2 set out for collection by the Town's waste and recyclable material collection program shall not be collected.

SECTION 10: PROVISION OF RECYCLING COLLECTION CARTS

10.1 Residential recyclable material collection carts will be provided by the Town at the expense of the customer ~~for a fee determined by the Town from time to time and specified in Schedule 'C' if in accordance with the Town's Fees and Rates Bylaw, as amended:~~

- a. the customer establishes a new collection utility account for a new dwelling house where no collection carts have been previously assigned;
- b. for the replacement of lost, stolen or damaged collection carts; and for the provision of an additional waste or recycling collection cart.

SECTION 11: RESIDENTIAL RECYCLING AND WASTE COLLECTION CARTS

11.1 The owner or occupant of a dwelling house:

- a. shall utilize the Town provided residential recycling and waste collection carts required for automated collection;
- b. shall clean up any spillage originating from the recyclable or waste material collection carts assigned to their premises;

- c. shall not set out for collection any waste or recyclable material that is not generated by the occupants of his own dwelling house;
- d. shall not tamper or interfere with any waste or recyclable material set out for collection that is not generated by the occupants of his own dwelling house;
- e. shall ensure that the collection carts:
 - (i) are not filled in such a manner that the manufacturer's rated weight limit is exceeded;
 - (ii) are not filled higher than the upper rim of the cart or in a manner which prevents full closure of the cart lid;
 - (iii) do not have its contents compressed in such a manner that it inhibits the recyclable or waste material from falling freely from the collection cart during the regular tipping process;
 - (iv) do not contain any material which might adhere to the inside of the collection carts, such material to be separately wrapped prior to being placed in the collection carts;
 - (v) are maintained in good repair and in a reasonably clean and sanitary condition;
- f. shall ensure that the collection carts are:
 - (i) stored on the premises from which the collection carts are assigned as follows:
 - a. Curbside pick-up location – collection carts can be stored in the garage, or next to the principal building;
 - b. Alley-way pick-up location – collection carts can be stored within rear-yard property boundary
 - (ii) shall not encroach upon, or project over any street, lane, remain on a street, sidewalk or boulevard or public place except when placed on such street or lane for the purpose of collection under this Bylaw; and
 - (iii) stored with the lid closed in order to reduce odors and prevent litter;
- g. shall ensure that collection carts are set out for collection:
 - (i) no later than 7:00 am on the day of collection; and
 - (ii) no earlier than 7:00 pm on the day before collection
- h. shall ensure that the collection carts assigned to the dwelling house are returned to their storage area, within the private property boundary, no later than 8:00 pm on the day of collection;

- 11.2 A collector shall not be required to remove or empty:
- a. a collection cart which together with its contents exceeds the manufacture's rated weight limit;
 - b. a collection cart containing prohibited materials;
 - c. a collection cart filled higher than the cart's upper rim causing the cart lid to not fully close.

SECTION 12: SPECIAL SERVICE PROVISION

- 12.1 The Town will work with a resident on alternate collection cart placement should a resident not be able to physically move a collection cart to its collection location. To be eligible for this service, the resident must:
- a. not have an able bodied person in house that can maneuver the cart for them
 - b. have verification, in the form of a doctor's note of disability; and
 - c. provide a Town of Crossfield utility account number – for auditing purposes (if the account changes hands service is cancelled; if a new resident at the same address is eligible for service they must apply).
- 12.2 Special Service Application:
- a. Resident may be contacted by Town of Crossfield staff to arrange a site visit to determine if other solutions will work
 - b. Resident must provide doctors note to the Town of Crossfield Administration Office for their files
 - c. The Town of Crossfield will make a decision regarding provision of the service and notify the resident by letter
 - d. If the resident is eligible for the service, the letter will include details of when the special collection service will start and where they should place their waste/recycling collection cart.
- 12.3 Special Service Cancellation:
- a. An able bodied person becomes available to assist the resident, the special collections service must be cancelled
 - b. if a new resident moves into a house receiving this service and is not eligible, they must call to cancel it.
- 12.4 Special Service renewal:
- a. Disabilities may be considered temporary (i.e. recovery from surgery or a broken leg) or permanent as follows:

- (i) For temporary disabilities, the program will be provided for as long as the Doctor states on the form.
- (ii) For permanent disabilities, the program will be provided for 5 years before renewal is required.

**SECTION 13: PLACEMENT OF RESIDENTIAL WASTE
AND RECYCLING CARTS FOR COLLECTION**

- 13.1 All collection carts set out for collection shall conform to the following standards:
- a. be placed in such a manner that automated collection may occur without collectors being required to manually move the collection carts in order to allow pick up;
 - b. be placed in a manner that the front of the collection cart is facing the street or alley/lane;
 - c. where any dwelling house is served by an alley/lane, all collection carts from such premises shall be placed adjacent to the alley and, or, lane with clearances of at least 0.3 meters to the rear, 0.3 meters between the carts and 1 meter from any obstacles such as cars or utility boxes;
 - d. in cases where no alley or lane exists, all collection carts from such a dwelling house shall be placed for collection along the roadway at the edge of the curb with clearances of at least 0.3 meters to the rear, 0.3 meters between the carts and 1 meter clearance from any obstacles such as cars or utility boxes;
 - e. collection carts must not be placed on the sidewalk or in such locations as to interfere in any way with vehicle or pedestrian traffic;
 - f. collection carts must be placed on a level surface not more than 150 mm above the road elevation;
 - g. collection carts must be placed for collection in a way that they cannot easily be tipped over;
- 13.2 No collector shall be required to make a collection of waste or recyclable material from inside any building or be required to pass through a building in order to collect waste or recyclable material.
- 13.3 Recycling and waste collection carts from units in a residential condominium shall be placed in a centralized location for collection at or near a traveled portion of the access road on the common property or elsewhere with the written approval of the Chief Administrative Officer.
- 13.4 The owner or occupant of a dwelling house from which waste and recyclable material is to be collected shall not cause or permit the alley/lane in the rear of the dwelling house to the centre of the alley/lane thereof, and including the waste and recycling storage location on the common property, to be maintained in an untidy or disorderly condition.

- 13.5 No collector shall be required to make a collection of waste or recyclable material if the waste or recycling collection cart is not placed according to the standards specified in this Bylaw.

SECTION 14: COLLECTION INTERFERENCE

- 14.1 No person shall willfully hinder or interrupt or cause or procure another to hinder or interrupt the Town or its contractors, servants, agents, or employees, in the exercise of powers and duties under this Bylaw.
- 14.2 No person shall deposit waste or recyclable material in a collection cart other than their own assigned waste or recycle collection cart.
- 14.3 Unless special arrangements for collection are made with the Town, the Town shall not be obliged to collect waste or recyclable material from any building or premises the owners of which are exempt from general taxation.

SECTION 15: REFUSAL OF RESIDENTIAL WASTE AND RECYCLABLE MATERIAL COLLECTION

- 15.1 Collectors may refuse to collect residential waste and, or, recyclable material which has not been securely placed in proper collection carts, if the collection cart lid is not fully closed, if the collection cart is improperly placed for collection, if the collection cart is overflowing with materials, or if the collection cart has become overturned so as to allow spillage or scattering of the contents.

SECTION 16: COMMERCIAL WASTE

- 16.1 An owner or occupant of commercial premises shall provide at his own expense a sufficient number of commercial bins to contain the waste expected to be generated by users of such premises and shall ensure that all such commercial bins are:
- a. maintained in good condition;
 - b. kept in a clean and sanitary condition;
 - c. suitably weighted and anchored so that they cannot be inadvertently overturned;
 - d. constructed and covered so that they are weatherproof and animal proof;
 - e. of a suitable size to contain all waste generated from the premises and from the uses thereof; and
 - f. placed in locations convenient for the use of users or occupants of the premises to discourage litter or the accumulation of uncontained waste

- 16.2 All waste generated is to be disposed of at a disposal site at the expense of the owner and, or, occupant of the premises at a frequency that prevents the accumulation of waste referred to in Section 16.0.
- 16.3 No person shall use any commercial bin that is not equipped with a tight fitting lid which shall be kept closed except when the bin is being loaded or unloaded.
- 16.4 Commercial bins used for commercial waste shall not be placed on any alley, lane, street, sidewalk, boulevard, utility right-of-way or highway within the Town unless approval has been granted by the Town of Crossfield.

SECTION 17: INDUSTRIAL WASTE

- 17.1 An owner or occupant of industrial premises shall be responsible at the expense of the owner and, or, occupant of the premises, for disposal of the waste generated by it.
- 17.2 Industrial waste must be kept in an area blocked from public view and stored in such a way that it does not become a nuisance.
- 17.3 Industrial waste shall not be placed or kept on any alley or lane, street, sidewalk, boulevard, utility right-of-way or highway within the Town unless written approval has been granted by the Town of Crossfield.

SECTION 18: ACCUMULATION OF WASTE AND RECYCLING PROHIBITED

- 18.1 Except for waste or recyclable materials which is placed in containers required and in a manner complying with the provisions of this Bylaw and in a location designated or allowed by this Bylaw, no person who is the owner, occupant or person in charge or responsible for any land or building in the Town shall allow waste or recyclable material of any kind to accumulate:
- a. outside of a building or inside of a portion of the building to which the public or part of the public has access; or
 - b. on any land.
- 18.2 Notwithstanding anything in this Bylaw contained, no person shall dispose of waste or recyclable material or allow waste or recyclable material to accumulate anywhere in any manner which contravenes a provision of the *Environmental Protection and Enhancement Act*, the regulations made thereunder or a Bylaw of the Town relating to health, sanitation or nuisance, unless:
- a. there is a written agreement with the owner, occupant or person in

charge of upon which the waste or recyclable material is to be deposited; and

- b. the waste or recyclable material is deposited and covered as to comply with all the applicable provisions of this and all other Bylaws of the Town and of the *Environmental Protection and Enhancement Act*, the regulations made thereunder.
- c. No person shall dispose of waste or recyclable material elsewhere than at a disposal or processing site of a type appropriate for that type of waste or recyclable material.
- d. A person who has disposed of waste or recyclable material on any land contrary to the provisions of Section 16.2 (a) shall remove the same at his expense upon being requested to do so by the owner, occupant or person in charge of the land, by the Town, the Director under the *Environmental Protection and Enhancement Act* or by the Peace Officer of the Town, but such removal shall not prevent him from being prosecuted for a contravention of this Bylaw.
- e. If the person who has placed waste or recyclable material on land contrary to the provisions of this Bylaw is not known or neglects or refuses to remove the waste or recyclable material therefrom, the owner, occupant or person in charge of the land shall remove the waste or recyclable material or cause the waste or recyclable material to be removed, at his expense, upon being directed to do so by a Peace Officer of the Town, the Director under the *Environmental Protection and Enhancement Act* or the Chief Administrative Officer.

SECTION 19: HYPODERMIC NEEDLES

- 19.1 No person shall in any circumstances place any type of hypodermic needle in waste set out for collection by the Town or a private disposal service unless properly contained in a puncture resistant container.
- 19.2 No person shall in any circumstances place any type of hypodermic needle in recyclable material set out for collection by the Town or a private disposal service.

SECTION 20: LUMINESCENT OR FLORESCENT TUBES

- 20.1 No person shall put luminescent gas filled electric discharge tubes or florescent tubes in any waste or recyclable material set out for collection by the Town. Residential florescent tubes shall be disposed of at a designated waste facility.
- 20.2 Luminescent or florescent tubes from commercial or industrial premises are to

be disposed of in a manner which will prevent explosion of the tube or scattering of any of the particles therefrom and shall be disposed of at the owner's expense, at an appropriate disposal site.

SECTION 21: HAZARDOUS WASTE

- 21.0 No person shall place or mix with any waste or recyclable material set out for collection by the Town, or for delivery to any Town facility, any dangerous goods, hazardous waste or biomedical waste.
- 21.1 Any person, firm, partnership, corporation or like enterprise that breaches any part of the hazardous waste provisions of this Bylaw shall be responsible for all costs incurred by any other person in eliminating any pollution or contamination on any other site in the Town and shall make payment thereof to the Town or any other person who incurs any such costs on demand, and any such payment will not exclude the payor from prosecution for contravention of this Bylaw.
- 21.2 A person responsible for the existence or accumulation of hazardous waste shall cause the hazardous waste to be transported to a disposal site designated by the Province of Alberta for such purposes and be disposed of as prescribed by the Director under the *Environmental Protection and Enhancement Act*.
- 21.3 All hazardous waste as defined under the *Environmental Protection and Enhancement Act* and its regulations shall only be disposed of under the supervision of the Director under the *Environmental Protection and Enhancement Act*.

SECTION 22: CONSTRUCTION, RENOVATION AND DEMOLITION WASTE AND RECYCLING

- 22.1 The owner of any premises producing construction, renovation and demolition waste and recyclable material shall:
- a. provide and maintain on the premises in good condition, a sufficient number of waste and recycling containers or commercial bins to store the construction, renovation and demolition waste and recyclable material;
 - b. not allow the premises or adjacent premises to become untidy or unsightly because of accumulated construction, renovation and demolition waste and recyclable material
 - c. periodically at the owner's expense deliver to and dispose of all building waste and recyclable material at an appropriate disposal site;
 - d. contain any construction, renovation and demolition waste and recyclable material and not allow it to spill over or accumulate on any

- street, lane or other public property;
- e. recapture any construction, renovation and demolition waste and recyclable material which is blown off the premises and immediately place same in a container or commercial bin; and
- f. pursuant to the instructions of the Town of Crossfield fence the whole or any part of such premises or construct any structure necessary to contain the construction, renovation, and demolition waste.

SECTION 23: PRIVATE DELIVERY OF WASTE OR RECYCLABLE MATERIAL

- 23.1 Subject to this Bylaw, a person may deliver to a disposal or processing site or a sanitary landfill, waste or recyclable material collected from property in the Town, owned or occupied by himself.

SECTION 24: RECYCLING DEPOT

- 24.1 A person delivering recyclable materials to the contracted recycling depot shall comply with the following rules and any other rules posted in writing at the recycling depot:
- a. only acceptable recyclable materials as may be determined and specified from time to time by the Manager of the Contracted depot shall be deposited;
 - b. recyclable materials delivered for disposal shall be deposited in places designated and in a manner prescribed by the Contracted depot.
 - c. material that is not acceptable under Section 22.2(a) shall not be deposited and it will be the responsibility of the individual to dispose of the items at an approved disposal or processing site.

SECTION 25: DELEGATION OF POWERS

- 25.1 The Council hereby delegates to the Chief Administration Officer the power to:
- a. establish regulations for the general maintenance, management or conduct of the collection system and of the officers and other contracted services in connection with the collection system;
 - b. fix, in connection with the collection system, the times and places where rates or charges under this Bylaw are payable;

- c. collect the rates or fees as established by Council in relation to this Bylaw;
- d. enforce payment of those rates or fees by all or any of the following methods, namely by:
 - (i) action in any court of competent jurisdiction;
 - (ii) distress and sale of goods and chattels of the person owing the rates or charges wherever they may be found in the municipality; or
 - (iii) any other lawful means of collection available;
- e. enforce the terms and conditions under which the collection system is supplied either by:
 - (i) enforcing this Bylaw, or
 - (ii) enforcing any agreement made between the Town as service provider and the customer, and
- f. authorize, for the purposes of performing the duties assigned by this Bylaw, every collector appointed by the Town to enter land from which the Town is required to remove waste or recyclable material during usual hours of operation of the collection system.

SECTION 26: PENALTIES AND ENFORCEMENT PROCEDURES

- 26.1 Any person who contravenes any provisions of this Bylaw is guilty of an offense and is liable upon Summary Conviction to a fine of not more than Two Thousand Five Hundred Dollars (\$2,500.00) and not less than Fifty Dollars (\$50.00) and in default of payment is liable to imprisonment for a term not exceeding six (6) months.
- 26.2 Where a Peace Officer has reasonable grounds to believe that a person has contravened any provision of this Bylaw, the Peace Officer may commence proceedings against such person by:
- a. Issuing the person a Violation Ticket pursuant to the provisions of Part 2 of the Provincial Offences Procedure Act; or
 - b. Swearing an Information and Complaint against the person.
- 26.3 Where a Peace Officer issues a person a Violation Ticket under this Bylaw, the Peace Officer may either:
- a. Allow the person to pay the specified penalty as provided for in

Schedule ~~"B"~~"C" of this Bylaw by indicating such specified penalty on the Violation Ticket; or

- b. Require a Court appearance of the person where the Community Peace Officer believes that such appearance is in the public interest, pursuant to the provisions of Part 2 of the Provincial Offences Procedure Act, in which case the minimum penalty amounts shall be no less than the specified penalty amounts. Notwithstanding Section 26.3, a Peace Officer may issue a Bylaw violation tag, in a form as approved by the Town, to any person alleged to contravene any provision of this Bylaw.

26.4 Service of such Bylaw Tag shall be sufficient if it is:

- a. personally served upon the property owner or occupant of the property;
- b. served by regular mail upon the owner of the property at the address shown on the Town's tax rolls; or
- c. placed on or attached in a conspicuous location on the property.

26.5 The Bylaw violation tag shall specify a penalty in lieu of prosecution in the amount provided for in Schedule ~~"B"~~"C" of this Bylaw.

26.6 A person who pays the amount specified on a Bylaw violation tag in respect of a contravention of a provision of this Bylaw, within the time allowed for payment as specified on the Bylaw violation tag, shall not be liable for prosecution for the contravention.

26.7 The specified penalty payable in respect of a second or subsequent contravention of this Bylaw shall be double the amount set out in Schedule ~~"B"~~"C" of this Bylaw.

26.8 The levying and payment of any penalty, or the imprisonment for any period as provided for in this Bylaw, shall not relieve a person from the necessity of paying any fees, charges or costs for which the person is liable under the provisions of this Bylaw.

26.9 A Peace Officer is not required to issue a Bylaw Tag pursuant to Section 26.4 but may in his sole discretion issue a Violation Ticket to prosecute such contravention.

26.10 It is the intention of the Council that all offences created pursuant to this Bylaw be construed and considered as strict liability offences.

SECTION 27: ENACTMENT

- 27.1 It is the intention of the Council that each provision of this Bylaw should be considered as being separate and severable from all other provisions. Should any section or provision of this Bylaw be found to have been improperly enacted, then such section or provision shall be regarded as being severable from the rest of this Bylaw and that the Bylaw remaining after such severance shall be effective and enforceable.
- 27.2 Schedule "A" and "B" may from time to time, be amended by resolution of Council.
- 27.3 Whenever the singular and masculine gender is used in this Bylaw, the same shall include the plural, feminine and neuter gender whenever the context so requires.
- 27.4 Bylaw No. ~~2014-03~~2016-17 is rescinded in its entirety.
- 27.5 This Bylaw shall take effect upon third and final reading.

Given first reading this ___ day of _____, 2025

Given second reading this ___ day of _____, 2025

Given unanimous consent to go to third reading on this ___ day of _____, 2025

Given third and final reading this ___ day of _____, 2025

Mayor Harris

Kiza Barney
Chief Administrative Officer

SCHEDULE "A"

AUTOMATED WASTE AND RECYCLING COLLECTION CART PLACEMENT

CART PLACEMENT

CART PLACEMENT REMINDERS



Point lid arrows towards centre of street or lane.



Do not place carts facing backward.



Place cart on even ground.



Do not place cart on slope or hill.



Cart must have at least 30 cms clearance at the rear.



Cart cannot block traffic or be stored in the back lane.



Cart must have at least 1 m (3 ft) clearance on both sides.



Do not place cart too close to other objects.



All recyclables must be inside cart.



Do not leave materials



Set out cart by 7 am and move back onto your property by 10 pm.



Carts will not be collected from enclosures.



SCHEDULE "B"

AUTOMATED RECYCLING COLLECTION ACCEPTABLE & NON ACCEPTABLE MATERIALS

ACCEPTABLE MATERIALS	NON-ACCEPTABLE MATERIALS
<p>PAPER AND CARDBOARD</p> <ul style="list-style-type: none"> • Newspapers and paper inserts (not tied in bundles). • Catalogues and magazines (with plastic wrapping removed). • Paper (e.g. letters, envelopes and window envelopes, greeting cards, brochures, non-foil gift wrap, paper bags). • Cardboard (e.g. cereal boxes, pizza boxes, tissue boxes, paper towel tubes and toilet paper tubes). • Telephone books and paperback books. • Shredded paper (must be in a clear plastic bag and tied closed). • Soup and beverage containers (e.g. Tetra Pak® packages). <p>METAL FOOD CANS AND FOIL</p> <ul style="list-style-type: none"> • Clean metal food cans. • Metal lids and caps. • Clean aluminum foil, aluminum foil plates and containers. • Remove labels. <p>PLASTIC JUGS, BOTTLES AND FOOD CONTAINERS</p> <ul style="list-style-type: none"> • Clean plastic containers labelled with the recycling symbol 1-7. • Liquid detergent, fabric softener and shampoo bottles, plastic clamshell trays, yogurt and margarine containers. • Plastic lids that have a recycling symbol 1-7. • Plastic bags, clean plastic wrap and bubble wrap. Bundle into one plastic bag and tie closed. <p>BEVERAGE CONTAINERS</p> <ul style="list-style-type: none"> • Refundable beverage containers can be returned to bottle depots for deposit refunds. However, they are also accepted in blue carts and at community depots. • Milk containers, juice cartons, wine and beer bottles, water bottles, beverage cans and Tetra Pak® packages are all refundable 	<p>NO MIXED PACKAGING</p> <ul style="list-style-type: none"> • Deodorant sticks, toothpaste tubes, frozen juice containers, potato chip bags, foil from yogurt containers or items made from more than one type of material. <p>NO FOAM CUPS, FOOD CONTAINERS OR PACKAGING</p> <ul style="list-style-type: none"> • Polystyrene foam packing materials (blocks or peanuts), cups, food containers or trays (even if labelled with recycling symbol 6). • No foam cups, food containers or packaging even if labelled with recycling symbol. <p>NO CONTAMINATED MATERIALS</p> <p>Containers need to be free of food and other residues.</p> <p>NO HAZARDOUS MATERIALS</p> <p>Paint cans, aerosol cans, lighters, car batteries, oil or other hazardous material. Please visit www.crossfieldalberta.com for drop-off locations and proper disposal instructions. Note, if a container has both a hazardous materials symbol and recycling symbol, do not place it in the blue cart. Hazardous materials can harm people, equipment and the environment.</p> <p>NO ELECTRONICS</p> <ul style="list-style-type: none"> • Electronics such as TVs, computer monitors, CPUs and printers. <p>NO TOYS, SPORTING GOODS, SHOES OR CLOTHING</p> <p>NO WASTE OR BAGGED RECYCLABLES</p> <p>NO BUILDING MATERIALS</p> <ul style="list-style-type: none"> • Wood, drywall, nails, tile, concrete, bricks, vinyl siding, etc. <p>NO SCRAP METAL</p> <ul style="list-style-type: none"> • Car parts, pots, pans, shelving racks, wire or wire coat hangers do not go in the blue cart <p>NO HOUSEWARE ITEMS</p> <ul style="list-style-type: none"> • Drinking glasses, garden hoses, mirrors, light bulbs, dishes, ceramics, utensils, appliances, etc. <p>No food or yard waste</p> <ul style="list-style-type: none"> • Food, grass clippings and yard waste

	<u>MATERIAL</u>	<u>RECYCLABLE?</u>
<u>PAPER / FIBRES</u>	<u>Newsprint</u>	<u>Yes</u>
	<u>Magazines and Catalogues</u>	<u>Yes</u>
	<u>Telephone Books</u>	<u>Yes</u>
	<u>Household Fine Paper</u>	<u>Yes</u>
	<u>Other Printed Paper</u>	<u>Yes</u>
	<u>Corrugated Cardboard</u>	<u>Yes</u>
	<u>Boxboard & Molded Pulp</u>	<u>Yes</u>
	<u>Gable Top Cartons</u>	<u>Yes</u>
	<u>Aseptic Containers</u>	<u>Yes</u>
	<u>Paper Laminates</u>	<u>No</u>
	<u>Single and Double-sided Polycoated Paperboard (paper cups)</u>	<u>Yes</u>
<u>PLASTICS</u>	<u>PET Bottles (#1)</u>	<u>Yes</u>
	<u>PET Thermoform (#1)</u>	<u>Yes</u>
	<u>HDPE Containers (#2)</u>	<u>Yes</u>
	<u>Tubs & Lids (#2, #4 & #5)</u>	<u>Yes</u>
	<u>Expanded Polystyrene Foam (#6)</u>	<u>No</u>
	<u>Other Rigid Plastic Packaging (#3, #4, #5, #6 & #7)</u>	<u>Yes</u>
	<u>Plastic Film (LDPE/HDPE) (#2 & #4)</u>	<u>Yes</u>
	<u>Other Flexible Plastic Packaging/Laminates</u>	<u>No</u>
<u>ALUMINUM</u>	<u>Aluminum Food Cans</u>	<u>Yes</u>
	<u>Other Aluminum Packaging, Trays & Foil</u>	<u>Yes</u>
	<u>Aluminum Aerosols</u>	<u>No</u>
<u>STEEL</u>	<u>Steel Food Cans & Other Packaging</u>	<u>Yes</u>
	<u>Steel Aerosols</u>	<u>No</u>
<u>GLASS</u>	<u>Clear Glass</u>	<u>Yes</u>
	<u>Coloured Glass</u>	<u>Yes</u>

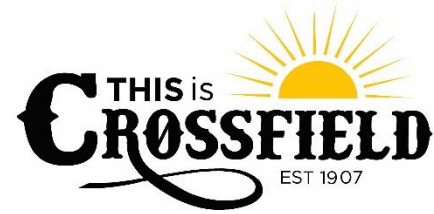
**SCHEDULE "C"
SERVICE FEES**

SERVICE	FEE
Bi-monthly service fee for weekly waste pick-up	\$22.00 bi-monthly ** Fee maybe waived for commercial and Industrial businesses if the businesses provide to the Town Administration Office a copy of their written contract with an alternate service provider confirming that waste pickup services will be provided by a private firm.
Excess Waste Bag Tags	\$2.00/each
Curbside Recycling – Residential	\$18.00 bi-monthly
Recycling Fee – Commercial/Industrial	\$10.00 bi-monthly
Waste Transfer Site Fees	\$2.00 per bag to a maximum of five (5) bags Thereafter \$20.00 for a ½ ton truck load or \$35.00 for over a ½ ton truck load.
Lost or Stolen Recycling Cart Replacement 1st incident	No Charge
Lost or Stolen Recycling Cart Replacement 2nd incident	\$35.00
Lost or Stolen Recycling Cart Replacement thereafter	\$70.00
Damaged Recycling Cart Replacement caused by services provider	No Charge
Damaged Recycling Cart Replacement caused by property owner 1st incident	No Charge
Damaged Recycling Cart Replacement caused by property owner 2 incident	\$35.00
Damaged Recycling Cart Replacement caused by property owner thereafter	\$70.00

**SCHEDULE “DC”
CONTRAVENTION FINES**

SECTION	DESCRIPTION OF OFFENCE	TAG AMOUNTS	SPECIFIED PENALTY
General Penalty	All Bylaw sections not specified in this Schedule	\$50.00	\$50.00
Section 4.2(b)	Accumulation of Waste or Recycling – un-serviced premises	\$100.00	\$300.00
Section 13.1	Collection Interference	\$50.00	\$100.00
Section 13.2	Waste or recycling deposited without consent		\$100.00
Section 12.1	Improperly located collection containers	\$50.00	\$100.00
Section 9.1	Setting out prohibited materials for collection	\$50.00	\$100.00
Section 9.2	Setting out prohibited materials for recycling collection	\$50.00	\$100.00
Section 11.1(a)	Failure to use appropriate containers	\$50.00	\$100.00
Section 11.1(f)(ii)	Failure to keep lid closed	\$50.00	\$100.00
Section 11.1(g)	Failure to store containers appropriately	\$50.00	\$100.00
Section 17.1	Accumulation of Waste or Recycling – serviced premises	\$100.00	\$500.00
Section 20.1	Placing hazardous waste, dangerous good, or biomedical waste for collection	\$100.00	\$500.00
Section 21.1(a)	Failure to provide sufficient containers	\$100.00	\$500.00
Section 21.1(b)	Accumulation of building waste	\$100.00	\$500.00
Section 21.1(d)	Failure to contain construction, renovation and demolition waste	\$100.00	\$500.00

Report to Council



Meeting Date: 2025-03-04
Meeting Type: Council Meeting
Prepared By: Amber Ouellette, CFO
Presented By: Amber Ouellette, CFO
Subject: Procurement Policy C 301-25
Department: Finance

REPORT PURPOSE:

The purpose of this report is to receive Council approval to rescind the current Procurement and Purchasing Policy (“Policy”) and adopt the new Procurement Policy C 301-25. The current Town of Crossfield Policy needs to be updated to reflect:

- Canadian Free Trade Act (CFTA) implemented in 2017
- New West Partnership Trade Agreement (NWPTA) implemented in 2013
- Policy title update to Procurement Policy
- Expanded list of definitions
- Defined relevant financial and non-financial best value factors
- Additional sections specifically referencing
 - Limited Tenders
 - Local Vendors
 - Emergency Purchases
 - No-Split Procurements
- Robust reference of Authority and Responsibility with a recognition of Council’s authority and responsibility along with changes to Town of Crossfield business structure, job titles and roles.
- Summary of procurement process based on project value
- Clause referencing contract execution
- Revision to Delegation of Purchasing Authority value thresholds
- Stripping out procedural components from policy document and development of Procurement Policy Manual as a supporting document
- Inclusion of Policy Review clause

RECOMMENDATION:

That Council rescind the current Procurement and Purchasing Policy as established in June 2012.

That Council adopt the new Procurement and Policy as outlined in the report dated March 4, 2025, titled “Procurement Policy”.

BACKGROUND:

The Policy has served the Town well in navigating procurement from low dollar transaction to high dollar, complex projects. However, Administration has undertaken a review of existing policies that need update, and this Policy was identified as a priority due to changing legislation and the level of risk associated with procurement. The Town, like other municipalities, examines current policies and find them out of date to navigate current business challenges and circumstances.

Below is a list of factors and circumstances, all of which have influenced the need to update the Policy. It demonstrates the impact of evolving requirements and the need to recognize and adapt to inflationary impacts. Public sector business processes and procedures are meant to deliver risk mitigation and ensure due diligence, but they also must not impair its effectiveness.

Factors and Circumstances:

- Ratified Trade Treaty references and defined exemptions
- The Town's population, project complexity and organizational structure have changed considerably in the past thirteen (13) years
- Inflationary pressures have increased the value of projects and diminished the "value of money"

Considerations:

This policy revision along with the supplementary Procurement Procedure Manual provides a framework and structure and is not intended to cover every aspect of procurement. It serves to regulate and guide procurement decision making in the current environment. The content demonstrates good intentions, professional procedures and encourages fair dealings with suppliers while representing the best interests of the Town and its taxpayers.

Rationale:

Increasing Delegation of Purchasing Authority dollar thresholds: The value of money has changed, and the Delegation of Purchasing Authority threshold levels need to adjust to inflation. Inflation has eroded the value of money, so thresholds need to rise to compensate.

Increasing Procurement Process based on value thresholds: It is important not to over administrate lower value transactions with complex processes. Departments have the responsibility to properly manage budgets.

ANALYSIS:

Strategic Alignment

The Procurement Policy is in alignment with Council's Strategic Plan 2021-2025:

- Sustainable Community Growth – focus on effective and efficient procurement practices
- Town Infrastructure – providing a framework upon which procure goods and services.

Relevant Statutes / Master Plans / Town Documents

- Administrative Policy – Corporate Credit Card Policy FIN01
- Business Licence Bylaw 2019-20
- Chief Administrative Officer Bylaw 2021-09

COMMUNICATIONS AND ENGAGEMENT

Engagement with internal departments took place in early 2025. Department feedback informed the determination of procurement thresholds and purchasing authority limits.

FINANCIAL IMPLICATIONS

n/a

ALTERNATIVES/IMPLICATIONS

That Council does not rescind the current Procurement and Purchasing Policy and that procurement continues in accordance with the Policy established in June 2012.

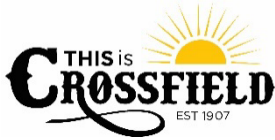
Note: The above is inadvisable as certain Policy edits are required by trade treaties and to ensure the most efficient and effective administration of Town business activities.

ATTACHMENTS

- Procurement Policy C 301-25
- Procurement Procedure Manual

Prepared By: Amber Ouellette, CFO

Approved By: Kinza Barney, CAO



PROCUREMENT POLICY

Council Policy
C 301-25

Administered By:	Finance	Policy No:	C 301-25
Approval Date:	February 28, 2025	Effective Date:	February 28, 2025
Approved By:	Council	Resolution No.:	
Review Date:	January 2028		
References:	Corporate Credit Card Policy FIN01 Business Licence Bylaw 2019-20 Chief Administrative Officer Bylaw 2021-09		

Purpose

The purpose of this policy is to establish guidelines for the procurement of goods and services for use by the Town. The policy establishes the basic foundation for sound purchasing procedures.

The Town of Crossfield (The “Town”) is committed to the acquisition of goods and services of the appropriate quality and at the best value for the Town, while treating all vendors equitably. The Town is committed to creating and maintaining a high level of confidence in its purchasing of goods and services necessary for the provision of municipal services, by ensuring integrity, transparency, accountability, efficiency and consistency in its purchasing and procurement processes, while acting within its authority under the Municipal Government Act, R.S.A. 2000, cM-26 as amended or repealed and replaced from time to time (MGA), Canadian Free Trade Agreement (CFTA), and the New West Partnership Trade Agreement (NWPTA).

Scope

This policy applies to all procurement and purchasing activities by the Town Employees when directly or indirectly involved in the acquisition of goods, services, construction, professional services, and consulting services for use by the Town.

1.0 DEFINITIONS

- 1.1 **CFTA** means the Canadian Free Trade Agreement, an intergovernmental trade agreement with the objective of reducing and eliminating, to the extent possible, barriers to the free movement of persons, goods, services, and investments within Canada and to establish an open, efficient, and stable domestic market.
- 1.2 **Chief Administrative Officer (CAO)** means the person appointed by Council to carry out the powers, duties and functions of the position of Chief Administrative Officer, or the person appointed by the Chief Administrative Officer to act as his/her designate.
- 1.3 **Chief Financial Officer** means the person responsible for providing financial leadership and direction of the Town.
- 1.4 **Construction** means a construction, deconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, the supply of products and materials, the supply of equipment and machinery if they are included in and incidental to the construction, and installation and repair of fixtures of a building, structure or other civil engineering or architectural work, but does not include professional consulting services related to the construction contract unless they are included in the procurement.
- 1.5 **Contract** means a formal legal agreement between two or more parties, usually written, with binding legal and moral implications; usually exchanging Goods and/or Services for money or other considerations.
- 1.6 **Direct Purchase** means a purchase of a Good or Service direct from a supplier without the sourcing of comparative pricing and is typically the method used for small, incidental, low value purchases where the cost of sourcing comparative pricing outweighs the benefit.
- 1.7 **Emergency** means an unforeseeable situation of urgency and the Goods or Services cannot be obtained in time by means of an open Procurement process.
- 1.8 **Employee** means an individual employed by the Town on a permanent, temporary or casual basis.

- 1.9 **Formal Competitive Process** means a competitive process in which the relative value of the Procurement opportunity is such that all interested Vendors must be given equal opportunity to provide the Town with Goods or Services in response to an identified need.
- 1.10 **Goods** means movable property (including the cost of installing, operating, maintaining or manufacturing such movable property) and includes supplies, materials, raw materials, products, equipment and other physical objects of every kind and description whether in solid, liquid, gaseous, or electronic form.
- 1.11 **Informal Competitive Process** means a competitive process intended for low to medium dollar value Procurements in which invited Vendors are given a reasonable and equal opportunity to provide the Town with Goods or Services in response to identifiable needs.
- 1.12 **Invitation to Tender (ITT)** is the initial step in competitive tendering, in which suppliers and contractors are invited to provide offers for supply or service contracts.
- 1.12 **Limited Tendering** means purchasing from a Vendor without a competitive process which may include: sole source, single source, unique supplier, cooperative purchasing, or emergency purchases.
- 1.13 **Local Vendor** means a vendor that maintains permanent business premises within the Town's corporate limits and holds an in-town business licence issued pursuant to Business Licence Bylaw 2019-20 and any successor policies.
- 1.14 **NWTPA** means the New West Trade Partnership Agreement, an agreement between the governments of British Columbia, Alberta, Saskatchewan and Manitoba to form a barrier-free interprovincial market.
- 1.15 **Procurement** means the acquisition by any means, including by purchase, rental, lease or conditional sale of Goods, Services or Construction, but does not include;
- 1.15.1 any form of government assistance such as grants, loans or equity infusion, guarantees of fiscal assistance; or
 - 1.15.2 government provision of goods and services to persons or other government organizations.

- 1.16 **Request for Proposal (RFP)** is a business document that announces and provides details about a project, as well as solicits bids from contractors who will help complete the project.
- 1.17 **Services** means all services including construction.
- 1.18 **Town** means the Town of Crossfield, a Municipal Corporation of the Province of Alberta.
- 1.19 **Vendor** includes but is not limited to, an individual, firm, partnership, or proprietorship, supplier, contractor, architect, consultant, bidder or tenderer.

2.0 GUIDING PRINCIPLES

Open and Fair Competition

- 2.1 The objective of this Policy is to ensure that Goods and Services are acquired through a fair, open, transparent and competitive process that uniformly balances the interests of the taxpayers with the fair and equitable treatment of Vendors.
- 2.2 The policy will promote and maintain the integrity of the Procurement process and protect council, staff and Vendors involved in the process by providing clear direction and accountability.
- 2.3 All Procurement actions by the Town shall be fair and impartial with no impropriety or appearance of impropriety, that all qualified buyers and Vendors have access to the Town's business, and no source is arbitrarily or capriciously excluded, and that there is the maximum amount of competition for the Town's local businesses.
- 2.4 The Town will strive towards open communication with Vendors throughout the Procurement process. This including providing unsuccessful Vendors with feedback and maintaining records on Vendor's performance under Contracts.
- 2.5 All Procurement procedures and practices must be compliant with the NWPTA and other internal or external trade agreements, all legislation, regulations, Town bylaws, and other relevant sources of law.

Best Value

2.6 The Town encourages the consideration of overall best value in the procurement of Goods and Services. The Town will consider and evaluate the relevant financial and non-financial factors prior to commencing competitive processes. The Town shall select the Vendor that offers the best value consistent with the required quality and service. Factors that will be considered in determining the best value should include, but are not limited to:

- Price, including delivery and implementation or set-up costs;
- Operating costs, including maintenance and life cycle costs;
- Salvage value and disposal costs;
- Asset retirement obligation costs;
- Availability and timeliness of delivery;
- Quality, serviceability and warranties;
- Vendor experience, expertise, capacity and capability to meet predefined requirements;
- References regarding past performance from other customers of the vendor and the Town's previous experience with the vendor;
- Value add benefits to the Town
- Contributions to the local economy through supporting businesses and creation of job opportunities;
- Environmental and ethical impacts of producing the goods and services, and the goods and services themselves.

Efficiency

2.7 Purchasing should be conducted in a manner which seeks to maximize the efficiency of the Procurement process, ensuring that all applicable policies and guidelines are satisfied while minimizing the administrative effort or overhead associated with the Procurement process.

Ethical Practices

- 2.8 The Town is committed to acting ethically in its Procurement practices
- 2.9 Employees shall ensure specifications in Procurement competitions are performance based, accurate and clear.
- 2.10 Employees involved in establishing the specifications of needed Goods or Services, or the evaluation of a Procurement competition must remain free of any real or perceived conflicts of interest with any Vendor or potential Vendor.

- 2.11 Employees shall disclose any real or perceived conflicts of interest with a Vendor or potential Vendor as soon as they become aware of the conflict. Such Vendors will not be disqualified due to the existence of a conflict of interest provided that it is properly disclosed at the outset that the conflicted employee is removed from any portion of the Vendor selection process.
- 2.12 The Town may refuse to do business with Vendors who do not act in good faith towards the Town, whether by failing to live up to the terms and conditions of past or current agreements or contracts with the Town.
- 2.13 Council and Employees are prohibited from purchasing items for personal use through any Town publicly funded purchase arrangement.

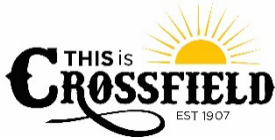
Limited Tender

- 2.14 With the prior written authorization of the Chief Administrative Officer, the Town may acquire Goods or Services through Limited Tender only under the following circumstances:
 - 2.14.1 If, in response to a prior notice, invitation to participate or invitation to tender:
 - a. No tenders were submitted or no suppliers requested participation;
 - b. No tenders were submitted that conform to the essential requirements in the tender documentation;
 - c. No suppliers satisfied the conditions for participation; or
 - d. The tenders submitted were collusive.
 - 2.14.2 If the Good or Service can be supplied only by a particular supplier and no reasonable alternative or substitute Good or Service exists for any of the following reasons:
 - a. The requirement is for a work of art;
 - b. The protection of patents, copyrights or other exclusive rights; or
 - c. Due to an absence of competition for technical reasons.
 - 2.14.3 For the additional deliveries by the original Vendor or its authorized agents, of Good or Services that were not included in the initial Procurement if a change of Vendor for such additional Goods or Services:

- a. Cannot be made for technical reasons such as requirements of interchangeability or interoperability with existing equipment, software, services or installations procured under the initial Procurement, or due to conditions under original Vendor warranties; and
 - b. Would cause significant inconvenience or substantial duplication of costs.
 - c. If additional Services that were not included in the initial Contract but that were within the objectives of the original Procurement documentation have, due to unforeseen circumstances, become necessary to complete the Services described therein. However, the total value of Contracts awarded for additional Services may not exceed fifty (50) per cent of the value of the initial contract.
 - d. For purchases made under exceptionally advantageous conditions that only arise in the very short term, such as from unusual disposals, liquidation, bankruptcy or receivership, but not for routine purchases from regular suppliers.
 - e. To the extent that it is strictly necessary if, for reasons of extreme urgency brought about by unforeseeable events, the Good or Service cannot be obtained in time by means of Formal Competitive Process.
- 2.15 In no case shall Limited Tender Procurements be used to avoid competition or discrimination between suppliers.
- 2.16 For each contract awarded in accordance with paragraph 2.14, a report that includes the value and kind of Good or Service procured, and a statement that indicates the circumstances and conditions described in paragraph 2.14 that justified the use of Limited Tendering shall be forwarded to the Chief Financial Officer.

Local Vendors

- 2.17 The Town will engage with local vendors to enhance their understanding of doing business with the Town and how best for Local Vendors to interact with the Town to promote Vendor's services and products. This will include, where reasonable, posting Procurement opportunities on the Town's website and other appropriate communication methods.



- 2.18 The Town may give preference to Local Vendors when the Procurement of Goods or Services is valued at less than the relevant thresholds prescribed in the NWPTA.
- 2.19 Notwithstanding Section 2.17, Procurement decisions shall be decided on the option that represents the best value to the Town as defined in the Best Value Section of this policy.

Emergency Purchases

- 2.20 Emergency purchasing may occur when an unforeseen situation or event occurs which requires serious and immediate attention to safeguard public health, public safety, public property, or the maintenance of essential services.
 - 2.20.1 Failure to adequately plan is not an Emergency.
 - 2.20.2 Emergency purchases are to be completed in an expedited manner, however best value should be considered.

No-Split Procurements

- 2.21 Town Employees shall not split any Procurement or any projects to meet either his/her own signing authority limits or Procurement thresholds as it may be perceived as an attempt to circumvent delegated authority and/or avoid open and transparent competition.

Environmental Considerations

- 2.22 The Town is committed to reducing its environmental impact. Therefore, the Town will integrate environmental performance considerations into as many aspects of the Town's Procurement decision making process as practically possible and reduce the impact of the Town's Procurement practices to the greatest extent practical.

3.0 AUTHORITY AND RESPONSIBILITIES

3.1 Council

Town Council delegates Procurement authority to the Chief Administrative Officer through the budget process and through Council resolutions and bylaws.

3.2 Chief Administrative Officer (CAO)

The CAO or their designee shall oversee the implementation of the Procurement policy, ensuring compliance, and approving purchases within the limits of the Procurement policy. The CAO will delegate Procurement authority to department directors, who may further delegate that authority to appropriate personnel, which shall be conducted in compliance with any established Procurement procedures and practices.

3.3 Chief Financial Officer (CFO)

The CFO shall establish Procurement procedures and practices to provide for the application of this Policy and shall be responsible for implementing and monitoring compliance with the procedures and practices. Procurement practices must protect the financial assets of the Town through an effective, efficient and flexible system of controls that ensure risks are managed prudently without impairing the Town’s ability to acquire the best value in the Goods and Services that it requires to deliver municipal services and achieve the Town’s strategic objectives.

3.4 Departments

Individual departments and sections are responsible for:

- 3.4.1 Identifying specific needs for Goods or Services
- 3.4.2 Acquiring all Goods or Services in compliance with established Procurement procedures and practices.

4.0 PURCHASING

- 4.1 Employees may only make an expenditure that is included in the current year’s budget or approved by resolution of Council.
- 4.2 Summary of Procurement process based on value:

Construction Values	Goods & Services Value	Process
\$0-\$19,999	\$0-\$19,999	Direct Purchase
\$20,000-\$199,999	\$20,000-\$74,999	Informal Competitive Process
\$200,000 or greater	\$75,000 or greater	Formal Competitive Process

4.3 The requirement for an open competition may not apply to the purchase of:

4.3.1 Utility Contracts;

4.3.2 Contracts or agreements pertaining to Employee compensation, reimbursement, training or education;

4.3.3 Purchase or sale of land;

4.3.4 Matters of a confidential nature which may result in harm if published in an open procurement;

4.3.5 Development agreements excluding Construction;

4.3.6 Investments;

4.3.7 Legal services;

4.3.8 Provincial or federal funding agreements and grants;

4.3.9 Corporate or individual council or Employee membership

4.3.10 Various rights of use, easements, encroachments and crossing agreements;

4.3.11 Low value and procurement card purchases.

4.4 Notwithstanding the exception clauses in 4.3 or any exception outlined within agreements or legislation, Employees should ensure that the Town is achieving good value for all purchases.

5.0 CONTRACTS

5.1 All agreements entered by the Town with any Vendor for the Procurement of Goods or Services valued at greater than \$74,999 must be evidenced by a written contract signed by the CAO or their designee.

6.0 CONFIDENTIALITY OF INFORMATION

6.1 The Town is committed to the protection of confidential information from unauthorized access or disclosure in compliance with the Town's obligations and duties under the *Freedom of Information and Protection of Privacy Act*, as amended.

6.2 Employees should not disclose to any unauthorized party any information concerning any Vendor or potential Vendor or any information pertaining to the nature or cost of the Vendor's or potential Vendor's offer to supply or actual supply of Goods or Services to the Town.

7.0 DELEGATION OF PURCHASING AUTHORITY

- 7.1 Council shall approve all annual Operating Budgets, Capital Budget, and long-term Capital Plans for the Town.
- 7.2 The CAO is delegated purchasing authority to purchase, and approve the purchase of, Goods or Services within the limits of a council approved budget on behalf of the Town.
- 7.3 As per the Town’s Chief Administrative Officer Bylaw, and the Municipal Government Act, purchasing authority may be delegated by the CAO to directors, department managers, and other Employees at their discretion. Purchasing authority may also be revoked by the CAO at his or her discretion due to:
 - 7.3.1 Repetitive non-compliance;
 - 7.3.2 Lack of due diligence.
- 7.4 Any Employee granted purchasing authority must ensure that all applicable policies and procedures are followed and the budget approval for the purchase of Goods or Services is in place. Employees must ensure they have control over the budget and that the budget dollars are available during the entire period of Procurement.
- 7.5 Summary of purchasing authority limits:

Position	Purchasing Authority Limits
Council	Approval of budget
CAO	Limited as per budget
Director/CFO/Department Manager	Approved divisional budgets Individual Procurement to \$200,000
Supervisor/Foreman/Fire Chief	Individual Procurement to \$10,000

8.0 POLICY REVIEW

- 8.1 This policy will be reviewed within four years of being implemented and updated as necessary to reflect changes in legislation, market conditions, or operational requirements. Changes will be submitted to Council for approval.



PROCUREMENT PROCEDURE MANUAL

Date Approved by CAO: March 4, 2025

Effective Date: March 4, 2025

Authority: CAO

Future Review Date: March 2028

References: Procurement Policy C 301-25



Contents

- 1.0 Purpose of this Manual.....3
- 2.0 Procurement Ethics3
 - 2.1 Business Relations with Vendors3
 - 2.2 Conflict of Interest3
 - 2.3 Equity.....4
 - 2.4 Confidentiality4
 - 2.5 Sustainability.....4
- 3.0 Roles and Responsibilities5
 - 3.1 Departments and Individual Employees.....5
- 4.0 Procurement Authority5
- 5.0 The Procurement Process6
 - 5.1 Direct Purchase7
 - 5.2 Informal Competition7
 - 5.3 Formal Competition8
 - 5.3.1 Request for Quotation8
 - 5.3.2 Invitation to Tender9
 - 5.3.3 Request for Proposal9
 - 5.4 Prequalification.....9
 - 5.5 Third-Party Engineering and/or Architectural Tenders 10
 - 5.6 Failure to complete Procurement process..... 10
- 6.0 Specifications 10
- 7.0 Advertising and Notifying Potential Vendors..... 11
- 8.0 Bid Opening (Formal Competition)..... 12
- 9.0 Acceptance or Rejection of Irregular Bids (Formal Competition) 12
- 10.0 Best Value 13
- 11.0 Award Considerations 14
- 12.0 Notification of Successful Vendor 15

13.0 Unsuccessful Vendor Notification/Debriefing 15

14.0 Emergencies and Other Exceptions to Competition (Limited Tendering) 16

15.0 Excess, Surplus, Obsolete or Salvageable Goods 17

16.0 General 17

APPENDIX "A" Definitions..... 18

APPENDIX "B" Limited Tender Issuance Form 21

1.0 Purpose of this Manual

The Town is committed to the acquisition of Goods and Services of the appropriate quality and at the best value for the Town while treating all Vendors equitably. The Town is committed to creating and maintaining a high level of confidence in its Procurement of Goods and Services, by ensuring integrity, transparency, accountability, efficiency and consistency in its Procurement process, while recognizing the vast impact Procurement has on the environment and acting within its authority under the *Municipal Government Act*, the *Canadian Free Trade Agreement (CFTA)* and the *New West Partnership Trade Agreement (NWPTA)*.

It is important that in the expenditure of public funds the Town maximizes the benefit to the Town and therefore the public. All Town Employees shall pursue Procurement practices which promote the principles of economy, efficiency, effectiveness, equity and environmental responsibility.

The purpose of this Manual is to define roles, levels of responsibility, accountability and general processes to govern Procurement activities of the Town in accordance with the Procurement Policy.

2.0 Procurement Ethics

In all Procurement activities, Town Employees shall embrace high ethical standards, exercise sound judgment and be guided in their conduct by the Code of Conduct Policy HR06 and any successor policies.

2.1 Business Relations with Vendors

It is the responsibility of all Employees involved in Procurement activity to establish a relationship of mutual confidence between the Town and its Vendors, within the confines of applicable policy and law. Employees shall:

- ensure competition is open and fair;
- ensure specifications are generic, accurate and clear;
- employ consistent buying practices; and
- remain free of obligation to any Vendor.

2.2 Conflict of Interest

Employees are to exercise caution when dealing with Vendors or potential Vendors where there is the possibility or perception of a Conflict of Interest, either through a

direct or indirect relationship of any kind. Such Vendor will not be disqualified due to the existence of a Conflict of Interest provided that it is identified, recorded and acknowledged at the outset and proper precautions have been exercised to limit any such Conflict of Interest.

2.3 Equity

In all dealings with Vendors, Employees must ensure that neither advantage nor disadvantage be created. All Vendors must be treated fairly and equally.

2.4 Confidentiality

Subject to the *Freedom of Information and Protection of Privacy Act* (FOIPP), information regarding budget and cost estimates and any other information which may create an unfair advantage shall remain confidential and shall not be released to the public or a single potential Vendor. Further, the Town is committed to ensuring that:

- a) subject to the requirement for a public opening as set out in this Manual, any and all information provided by a potential Vendor during either the Informal or Formal Competitive Bidding Process remain confidential pending Bid analysis and award;
- b) pricing and costs of competing Vendors and the names of Vendors shall not be released prior to award, or prior to public opening;
- c) information made available to potential Vendors shall be limited to the list of potential Vendors and total Contract price; and
- d) information made available to a potential Vendor must be made available to all potential Vendors.

2.5 Sustainability

All Employees engaged in Procurement activities are charged with sourcing Goods and Services that are environmentally and ethically preferred wherever practical and economically feasible, without significantly affecting the intended use of the Goods and/or Services. Procurement specifications are to be reviewed and tailored to ensure that, wherever practical and economically feasible, environmentally and ethically preferred Goods and Services are favoured.

Evaluation Criteria should include such factors as: durability; reusability; level of post-consumer waste and/or recyclable content; and recognized third party eco/ethical certification.

3.0 Roles and Responsibilities

The Town's corporate Procurement model is based on the application of centralized management of Procurement through policy and procedure and primarily decentralized purchasing activity conducted by individual Departments. This model allows Departments to apply their unique skills in decentralized purchasing activities while ensuring the Town applies an overall uniform approach to its Procurement and maintains a high level of confidence in its Procurement process.

3.1 Departments and Individual Employees

Departments and individual Employees exercising Procurement authority are responsible for ensuring that all Procurement activities are carried out in accordance with the Procurement Policy, this Manual and all other applicable policies, procedures, guidelines and legal requirements. Specifically, this includes, but is not limited to:

- ensuring efficient, effective, economic and prudent use of public funds in Procurement activities;
- identifying specific needs for Goods and Services;
- planning appropriately for the Procurement of budgeted Goods and Services;
- consulting with the Chief Financial Officer to identify centralized, pooled or cooperative Procurement opportunities;
- defining requirements and drafting clear, complete, non-biased, performance-based specifications for Procurement opportunities;
- maximizing competition in Procurement activities;
- completing the Procurement cycle (i.e. attending the public tender opening, completing the evaluation, awarding the contract, issuing the Purchase Order or Contract, justifying the award, managing the contract); and
- ensuring all Procurement processes are appropriately and completely documented for records retention purposes.

4.0 Procurement Authority

Unless otherwise approved by Council, all Procurement of Goods and Services must be approved in the annual budget. Formal approval of the budget constitutes approval for Town administration to proceed with the Procurement process. The ability to incur the actual expenditures is delegated to the CAO in accordance with the Procurement Policy. The CAO shall have no dollar limit as long as an item is within an approved budget. The CAO hereby delegates Procurement authority to Town Employees as follows:

Position	Procurement Authority Limit
Director/CFO/Department Manager	Approved divisional budgets; Individual Procurement to \$200,000
Supervisor/Foreman/Fire Chief and *Designated Employees	Individual Procurement to \$10,000

An individual who has been delegated Procurement authority may sign any Procurement document or Contract, within the limits of their delegated Procurement authority, necessary to complete the Procurement and must ensure that the expenditure is within the approved budget. All Employees with delegated Procurement authority are accountable for ensuring that their Procurement activities comply with the Procurement Policy, this Manual and all other applicable policies, procedures, guidelines and legal requirements.

*A list of all Designated Employees and their delegated Procurement authority will be kept on file with the Chief Financial Officer. Directors delegating Procurement authority are required to submit and keep up to date the list of Designated Employees.

5.0 The Procurement Process

Procurement activities, regardless of the nature or value of the Goods or Services being acquired, involve the Town in legally binding relationships with Vendors. It is essential that Employees ensure that consistent ethical business practices are followed and that appropriate documentation is created to reflect the nature and substance of the relationship being established.

Procurement methods reflect the relative value of the Goods or Services being acquired. Procurements are to be conducted in accordance with the following thresholds and processes:

Construction Values*	Goods & Services Values*	Procurement Process
\$0 - \$19,999	\$0 - \$19,999	Direct Purchase
\$20,000 - \$199,999	\$20,000 - \$74,999	Informal Competitive Process
\$200,000 or greater	\$75,000 or greater	Formal Competitive Process

*The Procurement Values above refer to invoice cost exclusive of taxes.

No Procurement is to be divided in order to avoid the requirements of the Procurement Policy, this Manual, or the Town's obligations pursuant to the *Canadian Free Trade Agreement* (CFTA) or *New West Partnership Trade Agreement* (NWPTA).

Where Goods or Services of a similar nature are to be provided on a recurring basis by one or more Vendors, whether over a specified period, a calendar year, or a season, the procurement of these Goods or Services shall follow the same process as applicable to Goods or Services with a total Procurement Value equal to the estimated cost of all such items to be supplied throughout the duration of the contract, the calendar year, or the season, as applicable. The appropriate procedure above will be utilized according to the total dollar value.

5.1 Direct Purchase

- Direct Purchase is reserved for low value/incidental purchases and is intended to expedite the acquisition of Goods and Services and reduce administrative costs.
- Direct Purchases may be made using a Purchasing Card or properly authorized Purchase Order.
- Employees using Direct Purchase must be able to demonstrate that fair market value was achieved in the Procurement.
- Cardholders are responsible for reconciling their Purchasing Card as per the Corporate Credit Card Policy.
- Employees issuing Purchase Orders are responsible for forwarding all completed Purchase Orders, packing slips, and other documentation to accounts payable for processing.

5.2 Informal Competition

- A competitive process intended for low to medium dollar value Procurements in which invited Vendors are given a reasonable and equal opportunity to provide the Town with Goods and/or Services in response to identifiable needs.
- A minimum of 3 quotes must be obtained from Vendors able to supply the Goods or Services, without formal advertising.
- Quotes may be by telephone (documented), fax, email or written proposal in response to a Request for Quotation depending on the nature and complexity of the Procurement opportunity. The Chief Financial Officer is to be consulted to determine which form of quote is appropriate in the circumstances.
- All information provided to Vendors is to be identical.
- The initiating Employee may, in consultation with the Chief Financial Officer, elect to follow the Formal Competition process if deemed appropriate.
- The initiating Employee shall be responsible for conducting this Procurement process, including but not limited to: drafting specifications; completing any

Procurement forms; receiving and evaluating Quotes; issuing the Purchase Order or Contract (Contract review in consultation with Legislative & Administrative Services and/or the Chief Financial Officer); forwarding completed documents to Legislative & Administrative Services for filing.

5.3 Formal Competition

- A competitive process in which the relative value of the Procurement opportunity is such that all interested Vendors must be given equal opportunity to provide the Town with Goods or Services in response to an identified need.
- Opportunities shall be posted electronically to the Alberta Purchasing Connection (APC), by the initiating Director.
- The selection of the appropriate method of Procurement (i.e., Pre-Qualification, Request for Quotation, Request for Proposal, Invitation to Tender, etc.) is to be determined on a case-by-case basis by the initiating Director, in consultation with the Chief Financial Officer, based on the nature of the Procurement opportunity and level of risk exposure.
- The initiating Director will review the Procurement documents and work with the initiating Employee to finalize the documents for posting.
- The initiating Employee shall be responsible for conducting this Procurement process, including but not limited to: drafting specifications; completing any Procurement forms; receiving and evaluating Bids; issuing the Contract (Contract review in consultation with Legislative & Administrative Services and/or the Chief Financial Officer) and forwarding completed documents to Legislative and Administrative Services for filing.

5.3.1 Request for Quotation

- Appropriate for low and medium value Procurements for known Goods or Services;
- Requirements and technical specifications are detailed and provided in the document;
- Unless otherwise specifically stated in the Procurement documents, it is a legally binding document between the Town and all potential Vendors, in accordance with the terms and conditions attached to the Procurement documents and which forms the awarded Contract;
- Lowest priced response that best meets the specifications will be accepted unless Evaluation Criteria are used in which case the highest ranked Bid will be accepted.

5.3.2 Invitation to Tender

- Commonly used for major Construction projects and other high value Procurements;
- Used when the Town knows what to do and how to do it;
- Used primarily when price or cost is the sole award factor; however, it may also be used when criteria other than price are the deciding factor;
- Contains very detailed requirements and technical specifications;
- Terms and conditions are considered mandatory requirements that must be met;
- A legally binding document between the Town and all potential Vendors, in accordance with the terms and conditions attached to the Procurement documents and which forms the awarded Contract;
- Intended to accept the lowest priced, compliant bid without negotiations;
- Should be used when a tight market requires security from the potential Vendors.

5.3.3 Request for Proposal

- Appropriate where a need is identified, but how it will be achieved is unknown at the outset;
- Allows Vendors to propose solutions or methods to arrive at an end product or solution
- Provides Vendors with an opportunity to bid on Goods and/or Services using their unique skills;
- Specifications are general in nature;
- Vendor selection is based on Evaluation Criteria other than only price;
- The Town may negotiate specific terms and conditions of the Contract with the selected Vendor following the closing of Bids;
- Used when the Town wants to take advantage of the flexibility that the Request for Proposals offers with negotiation options;
- Is not legally binding on either party until the Contract is executed.

5.4 Prequalification

Prequalification reduces legal risks, as qualification takes place without worrying about possible contract lawsuits from disqualified Vendors. It cuts the workload by reducing the number of Vendors at an early stage. At the same time, it enforces the New West Partnership Trade Agreement requirements for open and fair competition, having it available to all Vendors.

Prequalification is recommended when:

- a) the complexity of the Procurement requires better knowledge about the potential Vendors that may compete;
- b) a large number of responses are expected and the Town's intention is to short-list and approach only short-listed Vendors; and
- c) the Town does not have sufficient information about the Vendors market.

Prequalification can take the form of an Expression of Interest, Request for Information or Request for Qualification. If the Town intends to proceed with the Procurement opportunity, Prequalification must be followed by either the Informal Competition or Formal Competition process, as applicable.

The Chief Financial Officer should be consulted to determine whether Prequalification is appropriate for a particular Procurement opportunity.

5.5 Third-Party Engineering and/or Architectural Tenders

- The industry standard processes shall be followed for procurement activities requiring the use of a third-party Engineering and/or Architectural firm;
- The third-party firm acts on behalf of the Town and shall be aware of the Town's policies and procedures and obligations under trade agreements and procurement legislation.

5.6 Failure to complete Procurement process

Should the selected Procurement process fail to attract any compliant responses, the Town shall cancel the competition to determine the best course of action such as; obtaining additional funding approved by Council, changing the scope of the Procurement, adjusting the time of year for the job completion or based on information from multiple Vendors feedback, a new Procurement process shall be initiated.

A Procurement process which fails does not relieve the Town of its duty of fairness, transparency, ethical Procurement practices, trade agreement or legal obligations.

6.0 Specifications

Preparation of the requirements, technical specifications or scope of work for the Goods or Services is the responsibility of the initiating Employee. Specifications must be written in the broadest possible terms, avoiding all reference to manufacturers or brand names. Reference to manufacturers or brand names may be used for the purpose of indicating quality, character and compatibility only and must not denote preference. Specifications should include, but not be limited to: environmentally sound products, post-consumer content, quality, performance, availability of parts or service and any other characteristics as necessary.

Employees must fully consider the "purpose" of the Goods and Services when developing the requirements for the Goods and Services.

Specifications developed or determined by a third-party engineering, architectural or other similar firm may specify a particular manufacturer or brand due to established benchmarks or other performance standards required. Specific manufacturer or brand may also be specified to maintain a suitable standard throughout the Town's infrastructure network.

Specifications shall contain:

- clear and complete requirements of the Goods or Services;
- minimum standards expected of potential Vendors;
- requirements that will permit fair and equitable evaluation to select the successful Vendor;
- legal requirements that will protect the Town by ensuring suitability and acceptability of potential and actual offerings of potential Vendors including financial security and insurance requirements;
- all mandatory standards that are required of the Goods or Services; and
- desirable technical standards that are preferred of the Goods or Services.

The acceptability of Alternate or Equivalent Goods and/or Services should be identified where possible. It must be very clear to all Vendors that the specifications establish minimum requirements only. If substitutions or equivalencies are not acceptable, a statement to this effect must be included in the specifications.

Tendered projects shall permit alternatives via addendums developed or determined by a third-party engineering, architectural or other similar entity's approval.

7.0 Advertising and Notifying Potential Vendors

Every effort must be made to ensure the Town's requirements are known to the broadest market possible and to all potential Vendors in the acquisition of Goods and/or Services. The Town is committed to the following practices:

- All Procurement opportunities over \$74,999 (Goods and Services) and \$199,999 (Construction) shall be posted on the Alberta Purchasing Connection (APC) or any successor Government of Alberta Procurement advertising websites;
- If required by the initiating Employee, other advertising options may include: the Town of Crossfield website, regional newspapers and professional associations.

8.0 Bid Opening (Formal Competition)

- a) All Bids received in an Invitation to Tender shall be subject to public opening;
- b) The time, location and conditions of the public opening shall be made known in advance and shall be contained in the Procurement documents provided to potential Vendors;
- c) Only the name of the Vendor and the total cost or price in the Bid is to be released during a public opening;
- d) All Vendors are to be instructed that there will be no award at the public opening and all Bids will be subject to further review and analysis prior to award;
- e) All other aspects of the Bids are to remain confidential prior to award;
- f) Two Town representatives are required to attend all public openings for the purpose of reading aloud the Bids received and recording the results. The third-party engineering, architectural or other similar entity may serve as one of the representatives at openings.

9.0 Acceptance or Rejection of Irregular Bids (Formal Competition)

The Town, in exercising its discretion to waive a minor or non-substantial irregularity in a Bid, shall follow the guidelines provided below:

	IRREGULARITY	RESPONSE
1	Late Bids (submitted after closing time on the tender closing day)	Automatic rejection, do not open the Bid
2	Unsealed Bids	Automatic rejection, do not open the Bid
3	Bid not completed in non-erasable medium and not signed in ink	Automatic rejection
4	Incomplete Bids - partial Bids - all items not bid upon	Automatic rejection except where the tender form clearly states that an award may be made for individual items or where, in the opinion of the initiating Director, the irregularity is trivial or insignificant.
5	Qualified Bids (condition or restriction on the Bid)	Automatic rejection except where the change is requested by the Town, or where, in the opinion of the initiating Director, the change is trivial or insignificant.

6	Financial security, where requested, not submitted or insufficient (Bid Bond, Surety or other)	Automatic rejection
7	Bid not properly executed (signature or seal)	Automatic rejection
8	Mathematical errors	May be accepted if corrected in the checking/review procedure. Unit prices shall be used to correct extensions.
9	Corporate seal or signature of authorized agents of bonding company missing	Automatic rejection
10	Bids received on documents other than those provided in the Tender	Automatic rejection unless, in the opinion of the initiating Director, the matter is trivial or insignificant.
11	Erasures, overwriting, corrections, or strikeouts not initialed:	
a)	Changes which are minor (i.e. address, clerical error)	May be accepted, time limit given to initial change
b)	Unit prices have been changed but not initialed and the Bid totals are consistent with the price as amended	May be accepted, time limit given to initial change
c)	Unit prices have been changed but not initialed and the Bid totals are not consistent with the prices as amended	Automatic rejection
12	Minor clerical errors	May be accepted, time limit given to correct and initial
13	Other minor irregularities	The initiating Director shall have the authority to waive irregularities deemed to be minor and immaterial, using a consistent approach to fair practices.

10.0 Best Value

All factors need to be fully considered in determining best value. These include but are not limited to:

- life cycle costs, i.e. the total cost from time of acquisition of the Goods through to disposal;

- method of purchase/payment; with the intent that the most appropriate method be used for the value of the Procurement to reduce internal processing across all Departments;
- payment terms on large dollar purchases or Contracts may be aggressively negotiated for additional discounts or payment installments/terms;
- freight cost must be considered in each transaction;
- delivery of Goods directly to the job site or workplace should be encouraged to reduce internal handling, warehouse and inventory;
- applicable taxes shall not be included in cost comparisons; and
- purchases outside of Canada are subject to duty, customs/brokerage charges, freight and exchange on the dollar, all of which are required to be included in cost comparisons.

11.0 Award Considerations

For Procurements that do not have Evaluation Criteria established, the lowest Bid meeting specifications will normally be accepted subject to the specific wording in the Procurement documents. If other than the low Bid is recommended by the initiating Employee, written justification must be submitted to the Chief Financial Officer prior to award. Normally, the only reasons acceptable for selecting other than the lowest Bid are where:

- a) the lowest Bid does not meet specifications materially;
- b) the Vendor submitting the lowest Bid cannot deliver within the time required; or
- c) acceptance of the lowest Bid would result in a higher overall or end cost.

Where the recommended Vendor is other than the lowest acceptable Vendor, the award for the Procurement must be approved by the Director of the initiating Department.

When price is not the sole awarding factor, evaluation and Vendor selection shall be based on Evaluation Criteria which must be identified and included in the Procurement documents provided to potential Vendors. The Evaluation Criteria shall be assigned weighting for analysis of Bids.

As per the Town's Procurement Policy, factors which will be considered in evaluating submissions may include:

- Price
- Operating costs
- Salvage value and disposal costs
- Asset retirement obligation costs
- Delivery time and transportation costs
- Quality and warranties
- Support and service availability
- Vendor experience and expertise
- Environmental Sustainability
- Contributions to local economy

The Evaluation Criteria may also include, but is not limited to:

- a) Project Understanding: the degree of response to the published terms of reference will be of major importance in scoring this criterion. Vendors showing creativity and innovative approaches will score higher;
- b) Project Experience: previous experience on similar projects is an important selection criterion;
- c) Staff Allocation: experience of staff allocated and the assignment to specific project components will form the basis of this criterion;
- d) Estimated Time Required for Project: the importance of this criterion will vary with the particular project;
- e) Sustainability: how sustainable is the Vendor's proposed solution (both environmental and ethical impacts)
- f) Litigation: is the Vendor currently in litigation with the Town;
- g) Amount of Work Completed for the Town in the Past: the Town strives to provide for more or less of an equitable distribution of available Town business among qualified Vendors;
- h) Past Performance of Town Contracts: The quality and performance of previous Contracts, Goods or Services.

12.0 Notification of Successful Vendor

The successful Vendor shall be notified by the initiating Department as soon as possible after evaluation and selection.

A Contract or Purchase Order must be issued to confirm the award.

13.0 Unsuccessful Vendor Notification/Debriefing

Upon completion and award of all Procurements where a Request for Quotation, Request for Proposal or Invitation to Tender has been used, the unsuccessful Vendors in the competition are to be notified that a successful Vendor has been selected. Copies of submitted Bids will not be provided.

An unsuccessful Vendor may file a complaint with the Town for any alleged wrongdoing in the Informal or Formal Competition process or recommendation of award. The Town is committed to the highest standards of integrity with respect to dealing with Vendor complaints and any complaint will be handled with fairness and equity for all participants in a Procurement competition. All Vendor complaints are to be referred to the Chief Financial Officer for review. The Chief Financial Officer may review the complaint or

may refer it to Chief Administrative Officer for review and determination, in consultation with the Town Solicitor, where necessary.

14.0 Emergencies and Other Exceptions to Competition (Limited Tendering)

The Town requires that Procurement be done on a competitive basis. Further, the Town must strictly comply with trade legislation. However, a competitive Procurement process is not required or even possible in all Procurements. Procurement without competition may only occur if one or more of the following conditions apply and a process of negotiation is undertaken to obtain the best value in the circumstances for the Town:

- Low value/incidental Procurements subject to Direct Purchase (i.e. \$19,999 or less);
- Emergency: A Limited Tender acquisition is appropriate where the lack of immediate action could jeopardize Town operations or the safety or health of the Town's people or property. In each case, the authorizing person is required to report the emergency purchase, in writing to the Chief Administrative Officer, to with a copy to the Chief Financial Officer.
- Limited Tender acquisition where Goods or Services are only available from one Vendor by reason of:
 - a) a statutory or market based monopoly;
 - b) scarcity of supply in the market;
 - c) existence of exclusive rights (i.e. patent, copyright or license); or
 - d) need to avoid violating warranties or guarantees.
- If, in response to a prior notice, no Vendors requested participation, or submissions did not satisfy the conditions for participation;
- Limited circumstances when additional deliveries by the original Vendor for Goods or Services that were not included in the initial procurement;
- Purchases made under exceptionally advantageous conditions that only arise in the very short term;

Limited Tender acquisitions are not permitted because there is a preference for a particular brand or Vendor. The Chief Administrative Officer shall be notified immediately of any intended Limited Tendering Procurements and a written report (Appendix "B") detailing the circumstances shall be provided to the Chief Financial Officer.

- Exempt Procurements:
 - a) from philanthropic institutions, prison labour or persons with disabilities;

- b) from a public body or a non-profit organization;
- c) of health services and social services;
- d) of services provided by lawyers and notaries;
- e) of goods intended for resale to the public;
- f) when the Procurement is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise confidentiality, cause economic disruption or be contrary to the public interest; or
- g) in the absence of a receipt of any bids in response to the Formal Competition process.

15.0 Excess, Surplus, Obsolete or Salvageable Goods

The Town will dispose of surplus assets in a manner that is open and transparent and that ensures integrity, fairness, economy and protection of the environment. The Director is to notify the Chief Financial Officer of all excess, surplus, obsolete or salvageable Goods that are no longer of use to the Department as they become available for disposal. The Chief Financial Officer will then recommend a method of disposal or complete the disposal process.

Methods of disposal include without limitation: donation to non-profit or charitable organization, direct negotiation with Vendor, sealed bids or public tender, sale by public auction or consignment, trade-in, or transfer to another Department.

Town Employees shall have equal opportunity to purchase excess, surplus, obsolete or salvageable Goods through the selected competitive disposal methods. Direct sale of excess, surplus, obsolete or salvageable Goods to Town Employees should not be considered.

16.0 General

This Manual defines roles, levels of responsibility, accountability and general processes to govern Procurement activities of the Town in accordance with the Procurement Policy. This Manual is not, however, an exhaustive, step-by-step procedure guide for every Procurement activity. All Employees with delegated Procurement authority are accountable for ensuring that their Procurement activities are in compliance with the Procurement Policy, this Manual and all other applicable policies, procedures, guidelines and legal requirements. Employees are expected to keep up to date with proper Procurement practices and work closely with the Chief Financial Officer to ensure the integrity of the Town's Procurement process.

APPENDIX "A"

DEFINITIONS

Alternate Goods or Services: means a choice between two Goods or Services. The same Evaluation Criteria must be used to assess each Good or Service;

Bid: means for the purposes of this document only, a Tender, Proposal, Quotation, an offer or submission received from a Vendor in respect to an Invitation to Tender, Request for Proposal, Request for Quotation, or other form of solicitation;

Chief Administrative Officer: means the person appointed to the position of Chief Administrative Officer;

Chief Financial Officer: means the designated person who provides support to those who have the authority to purchase Goods and/or Services;

Conflict of Interest: means a situation where the independence or impartiality of an Employee's decisions or actions are impaired or may reasonably be expected to be impaired because of outside employment, political, business or family interests;

Construction: means a construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, the supply of products and materials, the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure or other civil engineering or architectural work, but does not include professional consulting services related to the construction contract unless they are included in the procurement;

Contract: means a formal legal agreement between two or more parties, usually written, with binding legal and moral implications; usually exchanging Goods and/or Services for money or other considerations;

Council: means the Municipal Council of the Town;

Department: means any department of the Town;

Director: means the individual accountable for a specific portion of departmental operations of a Department of the Town and who reports to the Chief Administrative Officer;

Designated Employee: means a Town Employee that is delegated authority by the Chief Administrative Officer or Director and is authorized under this Manual to undertake Procurement activities;

Emergency: means an unforeseeable situation of urgency and the Goods or Services cannot be obtained in time by means of an open Procurement process;

Employee: means an individual employed by the Town on a permanent, temporary or casual basis;

Equivalent Goods or Services: means having the same quality, the same performance or providing the same benefit. The same Evaluation Criteria must be used to assess each Good or Service;

Evaluation Criteria: means criteria set out in the Procurement documents which are to be used to evaluate a bid;

Expression of Interest: means a request by the Town to determine the interest of potential Vendors to provide Goods and/or Services;

FOB Destination (Free on Board): Purchaser takes ownership of Goods or Services when it is received at the destination dock rather than the supplier's dock;

Goods: means moveable property (including the cost of installing, operating, maintaining or manufacturing such moveable property) and includes supplies, materials, raw materials, products, equipment and other physical objects of every kind and description whether in solid, liquid, gaseous or electronic form;

Invitation to Tender: means an invitation to submit a tender;

Limited Tendering: means purchasing from a Vendor without a competitive process which may include: sole source, single source, unique supplier, cooperative purchasing, or emergency purchases;

Manual: means the Town's Procurement Manual;

Prequalification: means the process of short listing potential Vendors;

Procurement: means the acquisition by any means, including by purchase, rental, lease or conditional sale, of Goods and/or Services, but does not include:

- a. any form of government assistance such as grants, loans, equity infusion, guarantee or fiscal incentives;
- b. government provisions of Goods and/or Services to persons or other government organization;

Procurement Value: means the estimated total financial commitment resulting from a Procurement (G.S.T. excluded), not taking into account optional renewals when the compulsory part of the Contract is of at least one year's duration;

Purchase Order: means a legal document which is the Town's commitment to the Vendor for the purchase of Goods and/or Services at an agreed upon price, terms, conditions and delivery date. This definition shall also include change orders. It is also the Vendor's authority to ship and charge for Goods and/or Services specified in the Purchase Order;

Purchasing Card: means a charge card approved by the Town that can be used by authorized Employees to acquire low dollar value items as outlined in the applicable policies and procedures for the purchasing card;

Quotation: means a Vendor's submission in response to a Request for Quotation;

Request for Information: means a request issued by the Town wherein further information regarding Vendors, Goods and/or Services is requested for Prequalification assessment;

Request for Proposal: means a request issued by the Town wherein a Proposal sought;

Request for Qualifications: means a request issued by the Town wherein the qualifications, experience and background of a Vendor is sought for the purpose of a Prequalification, in order to screen and short list potential Vendors;

Request for Quotation: means a Procurement request issued by the Town wherein a Quotation is sought;

Services: means all services, including Construction;

Sole Sourcing: means awarding a Procurement opportunity to a Vendor without competition because that Vendor is predetermined to be the only source capable of providing the Goods and/or Services;

Solicitor: the firm/individual contracted by the Town to provide legal services to the Town;

Supplier: includes, but is not limited to, an individual, firm, partnership or proprietorship, vendor, contractor, consultant, bidder or tenderer providing any type of goods or services;

Tender: means an offer in writing to provide specified Goods and/or Services at a certain price, in response to an Invitation to Tender;

Town: means the Town of Crossfield, in the Province of Alberta;

Vendor: includes, but is not limited to, an individual, firm, partnership or proprietorship, supplier, contractor, architect, consultant, bidder, or tenderer.

APPENDIX "B"

LIMITED TENDER ISSUANCE FORM

SECTION 1 – Tender Information

Tender Reference Number	
Tender Title:	
Date of Issuance:	
Issuing Employee:	

SECTION 2 – Reason for Limited Tendering

Provide a detailed explanation of the specific circumstances that led to the decision to use limited tendering for this procurement.

Circumstance(s) for Limited Tendering (Check all that apply):

- Emergency situation** (e.g., urgent need for goods/services, unforeseeable event)
 - **Details:** [Explain the nature of the emergency and why limited tendering was necessary.]

- Only one supplier available** (e.g., only one capable supplier can provide the required goods/services)
 - **Details:** [Explain why only one supplier is able to meet the procurement requirements.]

- Specialized nature of goods/services** (e.g., only a few suppliers have the technical or specialized capability)
 - **Details:** [Explain why the goods or services are of a specialized nature, and list the limited suppliers.]

- Exclusive rights** (e.g., supplier holds exclusive distribution rights or intellectual property)
 - **Details:** [Provide justification for why exclusive rights apply in this case.]

- Continuity of service** (e.g., to maintain service continuity where the original supplier is required for compatibility or support)
 - **Details:** [Explain why it is necessary to retain the current supplier to ensure continuity of service or compatibility with existing systems.]

- Contract renewal or extension** (e.g., for a short-term renewal or extension of an existing contract where the scope is unchanged)
 - **Details:** [Explain why the contract is being extended or renewed without a competitive tendering process.]

- Other reason(s)** (Specify other reasons for limited tendering)
 - **Details:** [Explain any other circumstances not listed above.]

SECTION 3: Justification for Limited Tendering

Provide a detailed justification for why limited tendering is the most appropriate and effective approach for this procurement. This should address how limited tendering aligns with procurement policies, cost-effectiveness, and transparency.

SECTION 4 – Details of the Supplier(s) Invited

Provide the name(s) of the supplier(s) that were invited to submit a proposal and any relevant details about their selection.

Supplier(s) Name	Reason(s) for selecting the supplier(s) (<i>criteria used to select the supplier(s) for this limited tender process</i>)

SECTION 5 – Tender Timeline

Tender Issue Date	
Tender Submission Deadline	
Tender Opening Date	
Evaluation and Award Date	

SECTION 6: Confirmation of Compliance with Procurement Procedures

Confirm that limited tendering was conducted in accordance with relevant procurement policies and guidelines.

Procurement Guidelines Referenced: [Insert relevant procurement policy or procedures]

Compliance Confirmed: Yes No

Explanation (if applicable): [Provide any necessary explanation if compliance was not fully met.]

SECTION 7: Authorizing Signatures

Signatures from the authorized personnel confirming the decision to proceed with limited tendering.

Chief Administrative Officer Name: [Insert name]

- **Signature:** _____
- **Date:** _____

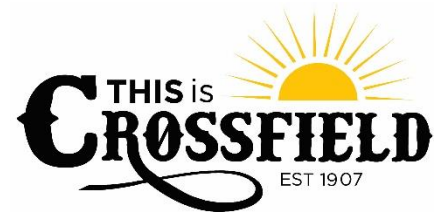
Chief Financial Officer Name: [Insert name]

- **Signature:** _____
- **Date:** _____

SECTION 8: Additional Notes/Comments

Use this space to provide any additional relevant information or clarifications regarding the limited tendering process.

Report to Council



Meeting Date: 2025-03-04
Meeting Type: Council Meeting
Prepared By: Amber Ouellette, CFO
Presented By: Amber Ouellette, CFO
Subject: 2024 Preliminary Year End Results
Department: Finance

REPORT PURPOSE:

The Town of Crossfield's fiscal year ended on December 31st. The purpose of this report is to outline the 2024 year end results compared to the approved budget. These preliminary results are unaudited and subject to change until the approval of the 2024 Financial Statements.

RECOMMENDATION:

That Council accept the 2024 preliminary year end financial results as information.
That Council approve the transfer of \$500,000 to the unrestricted operating reserve.
That Council approve the transfer of \$500,000 to the general-purpose capital reserve.

PREVIOUS COUNCIL DIRECTIONS:

The 2024 operating budget received final Council approval on April 16, 2024.

BACKGROUND:

2024 Operating Report

The 2024 preliminary year end results show an operating surplus of \$1.188 M. The surplus is a result of excess revenue over expenditures including transfers to and from reserves. 54% of the \$1.188M surplus can be attributed to increased revenues while the remaining 46% is a result of lower than anticipated expenditures. The operating surplus is calculated using the budget methodology required by the Municipal Government Act and is not equivalent to the surplus calculated in the financial statements using Public Sector Accounting Standards.

The 2024 Operating Budget Summary, (attached) shows the 2024 preliminary year end results. Significant variances are detailed below:

	Variance Amount	Explanation
REVENUE		
Government Transfers	\$20K favourable	Unexpected grant funding received for AHS Medical First Responders program, Rural Mental Health program and New Horizon for Seniors federal program.
Sales and User Fees	\$170K favourable	Increased utility revenue resulting due to growth (account set up & meter sales), increased cemetery user fees and arena user fees. The only significant decrease in user fees was to municipal fines revenue relating to the CPO position vacancy.
Investment Income	\$372K favourable	Due to higher interest rates earned on cash deposits held at banking institutions. Approximately \$200K of investment income is transferred to reserves.
Other Revenue	\$36K favourable	Unexpected revenue due to payout of Calitso server settlement, sidewalk repair bill back and Veterans Park damage recovery. There was a \$109K unfavorable variance in effluent sales due to lower than anticipated sales volumes.
Licences & Permits Revenue	\$21K favourable	Increased planning and development permit volumes.
EXPENDITURES		
Salaries & Wages	\$339K favourable	Due to the following position vacancies: Finance Officer, CPO, Water Technician, Director of Infrastructure along with overall reduction in training expenditures across the organization.
Contracted & General Services	\$273K favourable	Mainly attributed to lower than anticipated levels of expenditures for legal and professional services, snow and ice removal services and building inspection services.
Materials, Goods, Supplies & Utilities	\$242K favourable	Reduced repairs and maintenance costs across many budget areas, partly attributable to the new mechanic role, purchase of water lower than budgeted, however, power and gas were \$64K over budget.
Transfers to Reserve	\$282K unfavorable	Unbudgeted transfers to reserves relating to investment income earned on grant and offsite levy fund balances along with \$89K in operating carry forwards into 2025.

The preliminary operating surplus of \$1.188M is primarily attributed to the following factors:

1. **Investment Income** – greater than anticipated returns (31%)
2. **Sales and User Fees** – relating to increased utility revenue due to community growth, and additional facility user fees. (14%)
3. **Salaries, Wages and Benefits** – due to unplanned vacancies (29%)
4. **Contracted and General Services** – reduced expenditures in legal and professional services, including snow and ice clearing and building inspection services (23%)

5. **Materials, Goods, Supplies & Utilities** – decreased expenditures for repair and maintenance and water purchases, offset by higher than expected power and natural gas costs (20%)
6. **Transfers to Reserves** – unbudgeted transfers of investment income to reserves (-24%)

The remainder of the surplus can be attributed to an accumulation of smaller variances across several budget categories.

Proposed Transfer to Reserve

It is a common practice for municipalities to allocate all or a portion of an annual operating budget surplus to reserves. The most common application is to allocate a portion of the operating surplus to an operating reserve that is intended to cover one-time operating expenditures, emergency expenditures, or to smooth the impact of unpredictable or unanticipated events – sometimes referred to as a tax stabilization reserve. Surplus funds are also commonly transferred to supplement capital reserves. Capital reserves that typically receive surplus transfers include general-purpose capital reserves established for purchases such as new construction and land purchases.

Administration will bring forth a Reserve Strategy & Policy for Council’s consideration in Q3 2025. However, in the absence of a formal policy, administration is recommending that Council consider the following transfers to reserve:

- \$500,000 to the unrestricted operating reserve
- \$500,000 to the general-purpose capital reserve

The amounts transferred are equivalent to 84% of the operating surplus. Since this is a new initiative, administration would like to err on the side of conservatism and not fully allocate the operating surplus. Any operating surplus that remains at the conclusion of the financial audit will flow through to accumulated surplus.

2024 Capital Reporting

The total capital expenditures of \$927,447 at the end of December 31, 2024, represents 55% of the capital budget. A summary of the capital program can be found in the 2024 Capital Budget Summary (attached).

ANALYSIS:

Strategic Alignment

- Sustainable Community Growth
- Town Infrastructure
- Parks, Recreation & Beautification
- Social Development & Emergency Services
- Communications & Public Relations

Relevant Statutes / Master Plans / Town Documents

2024 Approved Operating and Capital budgets.

COMMUNICATIONS AND ENGAGEMENT

n/a

FINANCIAL IMPLICATIONS

The Municipal Government Act (s. 276-281) requires that the Town of Crossfield prepare financial statements for 2024 in accordance with generally accepted accounting principles for municipal governments, which are the standards approved by the Public Sector Accounting Board, subject to any modifications made by the Minister of Municipal Affairs by regulation.

The audited financial statements will be presented to Council in April 2025.

ALTERNATIVES/IMPLICATIONS

That Council does not approve the recommended transfer to each the unrestricted operating and general capital reserve of \$500,000.

That Council approves transfers of an alternate amount to each the unrestricted operating and/or general capital reserves.

ATTACHMENTS

- 2024 Operating Budget Summary as of December 31, 2024
- 2024 Capital Budget Summary as of December 31, 2024

Prepared By: Amber Ouellette, CFO

Approved By: Kinza Barney, CAO



**2024 OPERATING BUDGET SUMMARY
to December 31, 2024**

	2024 Budget	2024 Actual	Variance	2024 Budget Remaining %
REVENUE				
Net Municipal Taxes	4,632,932	4,650,530	17,598	0%
Government Transfers	464,735	484,866	20,131	-4%
Sales and User Fees	3,474,157	3,644,019	169,862	-5%
Franchise & Concessions	826,466	831,364	4,898	-1%
Investment Income	125,000	497,891	372,891	-298%
Penalties & Costs on Tax	166,744	161,977	(4,767)	3%
Other Revenue	164,848	201,239	36,391	-22%
Licences & Permits	219,350	240,127	20,777	-9%
TOTAL REVENUE	10,074,232	10,712,013	637,781	-6%
EXPENDITURES				
Salaries & Wages	2,964,520	2,625,152	(339,368)	11%
Contracted & General Services	2,265,336	1,992,562	(272,774)	12%
Materials, Goods, Supplies & Utilities	2,542,855	2,301,220	(241,635)	10%
Transfers to Local Boards & Agencies	223,600	219,709	(3,891)	2%
Bank Charges & Short Term Interest	11,010	28,871	17,861	-162%
Interest on Capital Long Term Debt	201,832	199,210	(2,622)	1%
Provision for Allowance	4,500	14,528	10,028	-223%
TOTAL EXPENDITURES	8,213,654	7,381,252	(832,402)	10%
NET REVENUE OVER EXPENDITURES	1,860,578	3,330,761	1,470,183	
NET TRANSFERS				
Debt Repayment	577,577	577,577	0	0.0%
Transfers to Reserves	1,352,002	1,633,648	281,646	20.8%
Transfers from Reserves	(69,000)	(69,000)	0	0.0%
TOTAL TRANSFERS	1,860,578	2,142,225	281,646	15.1%
NET SURPLUS (DEFICIT)	-	1,188,537	1,188,537	



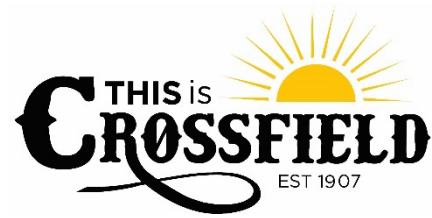
2024 CAPITAL BUDGET SUMMARY
From January to December 31, 2024

Project Description	2024 Budget	2024 Actual	Budget Remaining \$	Budget Remaining %	% Complete	Project Status
Carry Forward Projects						
Wastewater Treatment/Disposal Feasibility Study (2023)	86,000	37,127	48,873	57%	100%	Study completed. Carry forward remaining budget to support the Receiving Stream Analysis
Water Meter Replacement (2023)	34,825	27,215	7,610	22%	98%	Industrial and commercial meter replacements to occur in 2025; remaining funds to be carried forward to 2025.
Planning Policy Audit	14,000	14,000	-	0%	100%	Project complete; on budget
Active Transportaion (Pathway) Plan (2023)	10,900	3,300	7,600	70%	70%	Funds to be carried forward to 2025
Western Drive Dog Park Upgrades (2023)	48,440	27,772	20,668	43%	35%	Remainig funds to be carried forward to 2025.
Park Sign Replacement (2023)	10,000	10,000	-	0%	100%	Initial Phase of Project Complete
Arena Ice Plant Replacement (2023)	6,000	9,244	(3,244)	-54%	100%	Project complete; over budget
Hall Water Fountain Replacement (2023)	5,000	3,990	1,010	20%	100%	Project complete; under budget
Hall Floor Refinish (2023)	15,000	13,230	1,770	12%	100%	Project complete; under budget
Operations Building Exhaust System (2023)	-	12,182	(12,182)		100%	Project complete; over budget
2024 Capital Projects						
Fire Services AFRCS Radios	54,000	39,681	14,319	27%	75%	Radios purchased; programming still to be complete
Engine 155 Replacement*	198,000	198,000	-	0%	30%	\$788,967 committed in December as a deposit. The balance (10%) will be expensed in 2025 when the apparatus is received. \$678,630 to be funded by debt.
Operations Equipment Purchase	71,000	55,625	15,375	22%	100%	Project complete; under budget
Westgate Estates Fence Replacement	30,000	10,135	19,865	66%	70%	Partially complete; carry forward remaining funds to complete the east section from Stevens Street to greenspace behind Murdoch Street in 2025
Sidewalk Repairs	50,000	35,865	14,135	28%	100%	Project complete; under budget
Pathway Repairs	50,000	30,994	19,006	38%	100%	Project complete; under budget
Road Patch & Pave	180,000	186,729	(6,729)	-4%	100%	Project complete; over budget
Operations Vehicle Retrofit	100,000	116,124	(16,124)	-16%	100%	Project complete; over budget
Water Equipment Purchases	85,000	10,400	74,600	88%	100%	Turbidity Monitor complete; PLC replacement to be addressed in a future budget
Water Meters Growth	25,000	24,019	981	4%	100%	Project complete; slightly under budget
Wastewater Repairs	307,750	-	307,750	100%	0%	Funds to be carried forward to 2025
Recycle & Waste Carts	25,000	-	25,000	100%	0%	Funds to be carried forward to 2025
Amery Park Rink Upgrades	79,500	-	79,500	100%	0%	Funds to be carried forward to 2025
Western Drive Dog Park Upgrades	25,000	-	25,000	100%	0%	Funds to be carried forward to 2025
Park Sign Replacement	100,000	49,593	50,407	50%	75%	6 signs installed in January; funds to be carried forward to 2025.
Banta Park Revitalization	50,000	-	50,000	100%	0%	Funds to be carried forward to 2025; RFP to be issued in early 2025.
Council Chamber Upgrade	14,000	12,223	1,777	13%	50%	Project complete; under budget
Totals:	1,674,415	927,447	746,968	45%		

*Fire Engine 155 Replacement - per agreement a deposit of 90% (\$788,967) was due at time of order acceptance (December 3, 2024). The Engine Replacement will be funded by reserves (\$198,000) and the balance with debt (\$678,630).

Monthly Administrative Update

February 2025



Public Works & Infrastructure

Monthly Update:

- The Operations team was kept busy managing ice during the freezing temperatures and then addressing water backups in the quick melt. Snow was removed from Railway Street and other areas that had built up due to drifting or other factors.
- The Town continues to work with external firms on several studies related to the Town's wastewater management to help inform next steps:
 - Wastewater Effluent Disposal Strategy (February 2025) – Draft report received and under review.
 - Sanitary Model Update (February 2025) – Final report received, project complete.
 - Receiving Stream Analysis (Q2 2025) – Determine effluent quality limits for additional discharges to Nose Creek

Upcoming:

- A Request for Quotation (RFQ) will be issued for the procurement of a new backhoe/loader as approved in the 2025 provisional capital plan.
- The Town will issue an RFP in Q1 2025 for the design and contract administration of the Laut Avenue wastewater line replacement.
- The Town will issue an RFP in Q1 2025 for general engineering services.
- Administration will be working with F3 Networks in Q1 2025 on the design of a high-speed Telus fibre optic network within the town.
- Funding support for the curbside recycling program will be provided through the Extended Producer Responsibility (EPR) program starting April 1. This funding will cover most of the costs of curbside recycling for the town and Administration will bring forward revised recycling fees to reflect this change with the finalization of the 2025 budget.

Planning & Development

Monthly Update:

- The Town has received the following planning and development applications in 2025:
 - 1 redesignation application and 1 subdivision application
 - 15 development permit applications, including 9 applications for new homes.
 - 3 home occupation permits and 2 sign permits
- The MDP received 1st reading on February 18.

Upcoming:

- Public engagement for the MDP will be conducted in March and the MDP will return to Council in May or June for a public hearing.
- Administration intends to bring minor Land Use Bylaw amendments to Council in Q2 2025 with more significant amendments to follow later in the year to align with the updated MDP.

Public Safety

Monthly Update:

- The Fire Inspection and Investigation Agreement with the City of Airdrie has been renewed. This agreement is in place to provide fire inspection and investigation services for the Town when needed. Few updates were required – a summary is provided below:
 - The agreement will automatically renew for successive one-year periods
 - Contact information was updated, including the list of certified Fire Safety Code Officers
 - Hourly rates were updated to reflect current rates of pay for the Airdrie Fire Department
- Fire Department Officers and Senior Firefighters have started a new training program called “On the Frontline: Empowering Volunteer Officers for Success”, which is being instructed by Les Karpluk who specializes in leadership within Fire Departments.
- The timeline for delivery of the new Fire Engine is estimated for May 2025
- Community Peace Officer (CPO), Bradley Thibeault has unfortunately resigned from his position with the Town. He will remain employed with the Town on a part-time/casual basis until a replacement is found.
- Municipal Enforcement had 30 calls for service in February, relating to traffic complaints, suspicious persons, snow removal, and other bylaw-related concerns. 2 bylaw tickets were issued for repeat offences, while all other concerns resulted in compliance through education and conversation.
- CPO Thibeault conducted traffic stops throughout the month with 126 violations being reported from these stops. Of these violations, 84 resulted in warnings being issued. Limit Avenue continues to be a problem roadway with high speeds, distracted driving, stunting, and failing to yield to pedestrians. This road, along with McCaskill Drive and Railway Street have been a focus for traffic enforcement.

Upcoming:

- Administration will be posting for the vacant CPO position to have it filled as soon as possible.
- The RFP for the Fire Services Masterplan has been completed and posted. It is anticipated that a consultant will be chosen in early April to begin phase 1 of this process, being the Community Risk Assessment.

Customer Service/ Community Engagement

Monthly Update:

- Between February 1 and February 27, 2025, Customer Service handled 276 **citizen service requests**, a decrease from the 468 requests received in January.

- **Primary topics of interest** include Administration (107), Payment/Payment Inquiries (114) and Development (18) (See Figure 1 below). For added context, the Administration category includes items such as utility account inquiries, garbage and recycling inquiries, hall bookings, WIPPS/TIPPS inquiries and dog and business licenses.
- The majority of customer service interactions continue to occur over the phone, with a smaller number of citizens opting for walk-in service. Overall, customer engagement declined in February (see Figure 2 below).

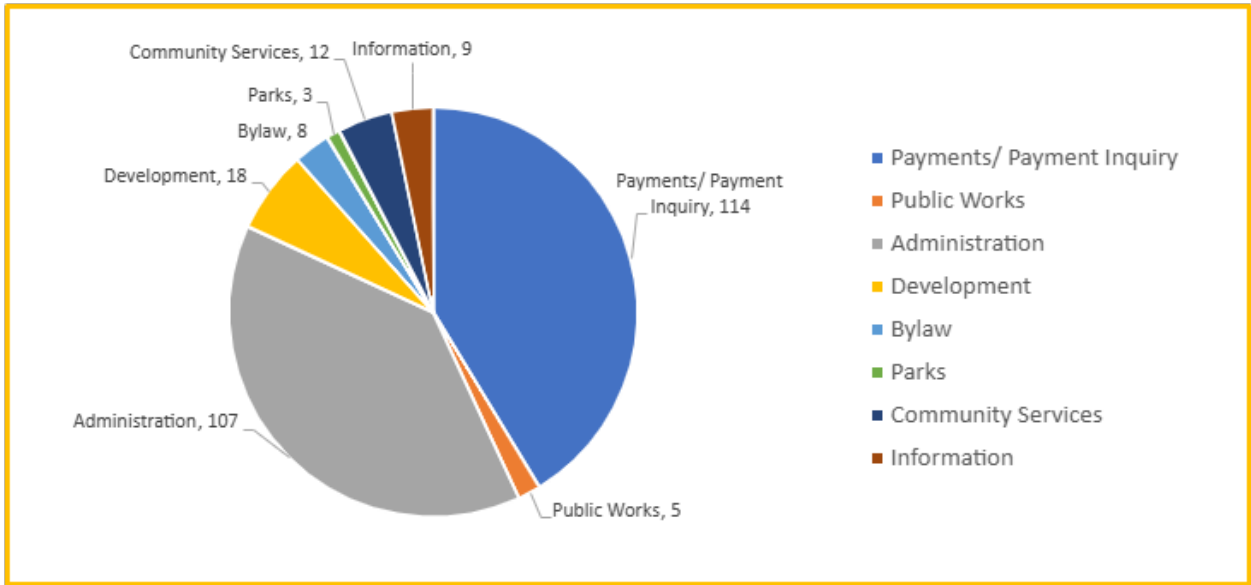


Figure 1: February Calls for Service – by Type

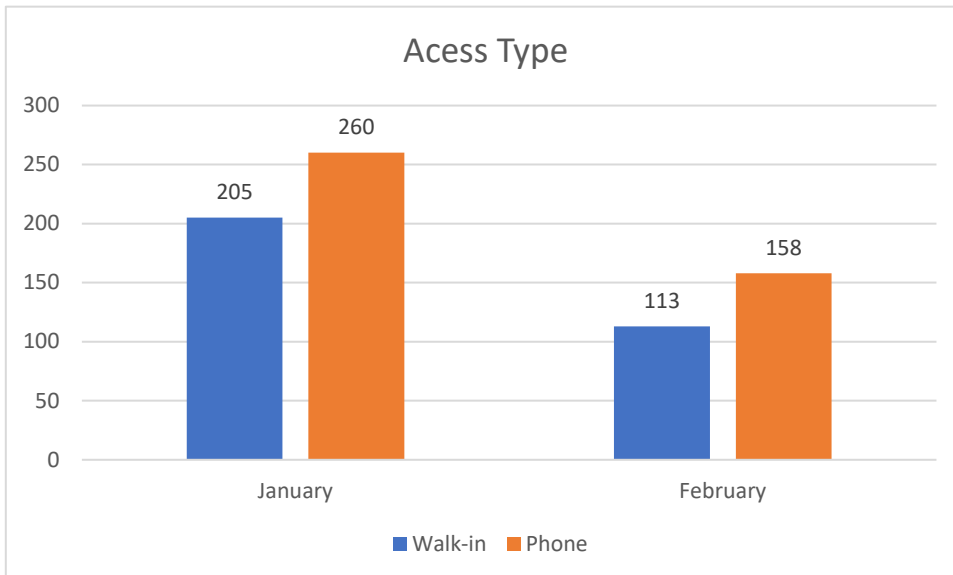


Figure 2: January and February Customer Access

Upcoming:

- Administration E-Scribe training is ongoing, with Council and Department Director training expected to take place this coming month with an anticipated full launch date of April 15, 2025.
- The E-Gov training is currently in progress. Before the official public launch, a communication plan will be developed to outline the program's purpose, the handling of personal information, and its Opt-In model.

Community Services & Events

Monthly Update:

- Construction has started on the last 2 park signs being replaced in the 2025 Capital Budget (Veterans Peace Park and Amery Park).
- Hockey playoff season has started at the Arena and with the Didsbury arena being down, our facility is expected to remain busy.
- Recreation and Events Coordinator, Eris Latham and FCSS and Community Development Coordinator, Nicole Vandenberghe have moved to offices on the second floor of the library.
- Administration has been assisting with promotion of the Hockeyville competition through a town-wide mailout as well as online posts. We have also asked the towns of Carstairs and Didsbury to share our social media posts to help get the word out even further.
- Grant applications have been submitted to the following programs or organizations:
 - TC Energy – support for a Rapid Intervention Team Response Pack for the Fire Department
 - Volunteer Alberta – enhancement funding for National Volunteer Week
 - Active Transportation Fund – support for pathway and sidewalk replacement, as well as pedestrian safety enhancements at crossings (wheelchair ramps, flashing beacons, durable crosswalk markings)

Upcoming:

- The RFP for upgrades to the outdoor rink in Amery Park has been completed and posted. It is anticipated that a contractor will be selected in early April.

Administrative Services

Monthly Update:

- The new Accounting Technician position was filled in early February by Mason Smeby. Mason is a recent graduate of the University of Lethbridge Bachelor of Management program and is eager to contribute to the organization and develop his skills in municipal financial management.
- The Finance team is preparing for the year end financial audit.
- The Returning Officer continues to participate in election training sessions and developing a Council Orientation package and preparing the mandatory training for the newly elected Council in October.

- Administration continues to work on bylaw reviews including the Municipal Records Retention Bylaw and Council Procedural Bylaw. Both bylaws are anticipated to be brought forward for Council's consideration at the start of Q2.
- The Recruitment notice period has completed and interviews are in progress for the Executive Assistant (new in 2025), Administrative Clerk (vacancy), HR & Payroll Administrator (temporary, 12-month term) positions.

Upcoming:

- Administration is refining the 2025 operating and capital budgets. Budget adjustments will be presented for Council's consideration in April.

Outstanding Action List

#	Meeting Date	Motion #	Topic / Direction	Assigned To	Due Date	Status	Status Details
056							
055							
054							
053	Feb 18, 2025	036-2025 037-2025	2024 operating and capital carry forward – amended 2025 capital budget to include the 2024 capital budget carry forward of \$642,272 and amend the 2025 operating budget to include the 2024 operating budget carry forward of \$88,700.	Amber Ouellette	Q1-2025	COMPLETED	The carry-forward will be reflected in the final 2025 Operating and Capital Budget.
052	Feb 18, 2025	035-2025	Bike Pump Track Location Report - to move forward with public and stakeholder engagement for input on locating the new Bike Skills/Pump Track facility at the location of Murdoch Park and Ball Diamond #4.	Russ Nash Steve Altena	Q1-2025	IN PROGRESS	Administration is working on the plan's for the bike pump track at the proposed locations and preparing public engagement opportunities.
051	Feb 18, 2025	034-2025	Active Transportation Federal Grant - letter of support for the Town's application for replacement of sidewalk and pathways as well as implementation of additional pedestrian safety and accessibility measures within town.	Russ Nash	Q1-2025	COMPLETED	Letter of support completed and signed off by Mayor Harris.
050	Feb 18, 2025	033-2025	Bylaw 2025-01 – Municipal Development Plan	Steve Altena	Q2-2025	IN PROGRESS	Frist reading given Feb 18 with public engagement to be completed before the end of Q2 – Steve will make Council's recommended changes to the document.
048	Jan 21, 2025	015-2025	Support of the Crossfield Kraft Hockeyville – provide support by providing administrative support and funding up to \$3,000.00 from the Community Events budget line.	Eris Latham	Q1-2025	IN PROGRESS	Administration continues to work with Kraft Hockeyville organizers with their quest for Kraft Hockeyville 2025.
041	Dec 3, 2024	No Motion	Limit Ave Speed Change – change speed limit from 50 km/h to 30 km/h.	Lindsey Nash	Q4 2024	IN PROGRESS	Dec 24/24 - Administration sent a to Alberta Transportation and Economic Corridors – waiting for response.
034	July 2, 2024	134-2024	Offer to Purchase – Additional information required with respect to the Offer to Purchase	Steven Altena Lindsey Nash	Q1 2025	IN PROGRESS	Administration to follow with Alberta Environment. Waiting for results of Phase 2 environmental.
026	Feb 20, 2024	028-2024	Snow Removal & Ice Control Program – program review	Steve Altena/ Murray Pollock	Q2 2025	IN PROGRESS	Administration is completing a program review and working on proposed recommendations.
024	Jan 16, 2024	No Motion	Tax Sale Lands - 1316 Railway Street & 1318 Railway Street - Proposed Use of contaminated lands	Kinza Barney/ Lindsey Nash	Q2 2025	IN PROGRESS	Administration reached out to Alberta Environment (AE) and land use is informed by the type of contamination at each site. AE generally rely on experienced consultants to help explain the options. Operations has included a Phase 2 environmental assessment in the 2025 budget to determine what land contamination is present, if any and then confirm with AE on what could be developed on these lands.
007	Feb 21, 2023	064-2023	Rodeo Ground Lease Agreement	Russ Nash	Q1 2025	IN PROGRESS	Administration to bring forward a revised agreement with the recommended changes, as discussed following the approval of the Leasing of Town Facilities and Land Policy.
004	April 4, 2023	No Motion	Town-Owned Lands – Discussion on future use - Administration to prepare a list of town lands and provide options for what those lands could be used for. The intent being to review town owned lands that are not currently active properties and come up with a plan.	Lindsey Nash	Q2 2025	IN PROGRESS	A detailed list of town owned land/properties has been completed and presented to Council. Administration will bring forward an updated Land Inventory outlining appraised costs on Town lands for Council's consideration on future plans for the properties.
002	April 19, 2022	129-2022	Town Office Development – Exploration of potential options for a Town Administrative Building	Kinza Barney/ Sub-committee	Q3 2026	ON HOLD	A sub-committee has been formed appointing the CAO, Russ Nash. Exploration of further options and required funding strategies to be identified in 2024.