

VILLAGE OF EDGERTON

POLICY BOOK

First Edition 2000

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A. COUNCIL AND LEGISLATION

100. Council Structure and Ethical Guidelines

1) *Council Structure*

- a. Five council members are elected by the residents of the Village of Edgerton to govern the Village. The elected Councillors then elect a Mayor and Deputy Mayor at the annual organizational meeting. Elections for council members are held every four years.

2) *Ethical Guidelines*

- a. The Village of Edgerton will review the adoption of the Ethical Guidelines of Conduct for elected Government Officials yearly at each organizational meeting.

200. Council Fees

The fees set for the Councillors are set and up-dated yearly and documented on the "Village of Edgerton Fee Schedule Expense Claim" (Section J).

300. Remuneration Policy

1) *Insurance*

- (a) The Mayor and Councillors have a Group Accident Insurance Plan paid by the Village. This plan includes \$50,000.00 Accidental Death and Dismemberment, \$200.00 weekly indemnity and \$1,500.00 Accidental Medical Expense Reimbursement, Plan II.

2) *Day Meetings*

- (a) Councillors will receive the per day fee for official duty or special function approved by council if it is longer than 5 hours, including travel time.

3) *Meeting Policy Re: Fees*

- (a) Councillors will receive the meeting fee for every regular council meeting attended.
- (b) Councillors will receive the meeting fee for each committee attended to which they are appointed as an official delegate by resolution of council.
- (c) Councillors will receive the meeting fee if they are required to attend a committee meeting as an alternate.
- (d) In those instances when a committee, special council meeting is on the same day, at the same location and the total time in meeting is less than 4 hours Councillors will be paid for one meeting only.
- (e) Subsistence

- i) Councillors will receive subsistence for those meals required when traveling and attending any function as part of their official duties or approved by council. Subsistence is outlined on the Expense Form and is payable by receipt.

4) *Approval for extra costs for appointed committee work*

- (a) Support for committee conferences, conventions
 - i) Councillors who choose to attend conventions, conferences, or other such meetings other than regular committee meetings must obtain prior approval from council before any costs can be charged to the village.

- ii) A Councillor appointed to represent the Village who wishes to serve on a special committee or be involved in extra committee must obtain prior council approval for any additional costs to the Village.

5) *Attending Special Functions*

- (a) The Mayor is the official representative of the Village for all functions.
- (b) The Mayor may designate another council member to attend on the Mayor's behalf.
- (c) The Mayor can claim the appropriate per diem & associated costs when asked to attend a function as the representative of the Village.
- (d) Councillor acting on behalf of the Mayor will receive the same per diem and costs as the Mayor.

6) *Claim Form*

- (a) Each Councillor is responsible to submit an expense claim form on or before the fourth Monday of each month, to be paid that month.

400. Policy Review Dates

The council fees for service and policy are reviewed each year at the Organization Meeting.

500. Public Participation Policy

1) *Purpose and Application*

In Accordance with Section 216.1 of the Municipal Government Act, this Public Participation Policy has been developed to recognize the value of public participation and create opportunities for meaningful public participation decisions that directly impact the public.

This Public Participation Policy is in addition to and does not modify or replace the statutory public hearing requirements in the Municipal Government Act.

2) *General Policy Principals*

Council recognizes that good governance includes engaging Municipal Stakeholders in Public Participation by:

- (a) creating opportunities for Municipal Stakeholders who are affected by a decision to influence the decision;
- (b) promote sustainable decisions by recognizing various Municipal Stakeholder interests;
- (c) providing Municipal Stakeholders with the appropriate information and tools to engage in meaningful participation; and
- (d) recognizing that although councillors are elected to consider and promote the welfare and interest of the Municipality as a whole and are generally required to vote on matters brought before Council, facilitating Public Participation for matters beyond those where public input in required can enrich the decision-making process.

3) *Definitions:*

- (a) “**CAO**” means the Chief Administrative Office of the Municipality of their delegate.
- (b) “**Municipal Stakeholders**” means the residents of the municipality, as well as other individuals, organizations or persons that may have an interest in, or are affected by a decision made by the Municipality.
- (c) “**Municipality**” means the Village of Edgerton.

- (d) “**Public Participation**” includes a variety of non-statutory opportunities where Municipal Stakeholders receive information and/or provide input to the Municipality.
- (e) “**Public Participation Plan**” means a plan which identifies which Public Participation Tools to be used to obtain public input in a circumstance.
- (f) “**Public Participation Tools**” means the tools that may be used, alone or in combination, to create Public Participation opportunities including, but not limited to:
 - i) in-person participation which may include at-the-counter interactions, door-knocking, interviews, meetings, round-tables, town halls, open houses and workshops;
 - ii) digital application which may include online workbooks, chat groups, webinars, message boards/discussion forums and online polls or surveys;
 - iii) written participation which may include written submissions, email, and mail-in surveys, polls and workbooks; and
 - iv) representative participation which may include being appointed to an advisory committee, ad hoc committee or citizen board.

4) Policy Responsibilities

a) Council Responsibilities

Council shall:

- i) review and approve Public Participation Plans developed by the CAO in accordance with the Policy or as directed by Council;
- ii) consider input obtained through Public Participation; and
- iii) review this Policy to ensure the policy complies with all relevant legislation, municipal policies and the spirit and intent of Public Participation.

b) Administration Responsibilities

The CAO shall:

- i) in accordance with this Policy or as directed by Council, develop Public Participation Plans, for Council approval;
- ii) implement approved Public Participation Plans; and
- iii) report the findings of the Public Participation to Council
- iv) consider timing, resources and engagement when developing and modifying Public Participation Plans.

5) Public Participation Opportunities

(a) The CAO will determine if a Public Participation Plan is necessary in the following circumstances;

- i) when new programs or services are being planned;
- ii) when existing programs and/or services are being reviewed;
- iii) when identifying Council priorities;
- iv) as otherwise directed by Council;
- v) the nature and the impact of the matter.

6) Policy Expectations

a) Legislative and Policy Implications

- i) All Public Participation will be undertaken in accordance with the Municipal Government Act, the Freedom of Information and Protection of Privacy Act and any other applicable legislation.
- ii) All Public Participation will be undertaken in accordance with all existing municipal policies.
- iii) This Policy shall be available for public inspection and may be posted to the Municipality's website.
- iv) This Policy will be reviewed at least once every 4 years.

b) Public Participation Standards

- i) Public Participation Plans will consider early, ongoing and diverse opportunities to provide input.
- ii) All Stakeholders who participate in any manner of Public Participation are required to be respectful and constructive in their participation. All Stakeholders who are disrespectful, inappropriate or offensive, as determined by Administration, may be excluded from Public Participation opportunities.
- iii) The results of Public Participation will be made available to Council and all Stakeholders in a timely manner in accordance with municipal policies.

7) Public Participation Plans

- a) When so directed by this Policy or Council, the CAO shall develop a Public Participation Plan for approval by Council which shall consider the following:
 - i) the demographics of potential Municipal Stakeholders in respect of which Public Participation Tools to utilize, level of engagement and time for input;
 - ii) what information is required, if any, to participate; and\available resources and reasonable costs.
- b) Public Participation Plans will, at minimum, include the following:
 - i) a communication plan to inform the public about the Public Participation plan and opportunities to provide input;
 - ii) identification of which Public Participation Tools will be utilized;
 - iii) timelines for participation;
 - iv) information about how input will be used;
 - v) the location of information required, if any, to inform the specific Public Participation.

Motion 03/05/02/18

B. EMPLOYEE SALARY/BENEFITS/WORKING CONDITIONS

100. Employee – Salary

- 1) Salary Chief Administrative Officer (CAO) - wage reviewed yearly by council in conjunction with the Performance Review as mandated in the Municipal Government Act (MGA).
- 2) Village Foreman – wage reviewed yearly by council.
- 3) Office Assistant - wage reviewed yearly by council.

- 4) Assistant Foreman – wage reviewed yearly by council.
- 5) Part time/temporary/casual/summer student employees – set by council when hired. All will be paid an hourly rate plus holiday pay as per the Alberta Employment Standards. No benefits are offered.

200. Payroll Deductions

Federal payroll deductions for employment insurance, Canada Pension and income tax including provincial income tax will be taken off the last pay cheque of each month. Federal deductions are taken off, unless the employee is under 18 years of age. In this case, CPP & EI are deducted.

300. Benefits - Paid to Full Time Employees:

- 1) Registered Retirement Savings Plan
 - (a) A registered retirement savings plan will be up to 7% of gross salary paid by the village if matched by employee.
- 2) Life Insurance
 - (a) From Alberta Municipal Employees Benefits Service. 100% Paid by the Village.
- 3) Accidental Death and Dismemberment
 - (a) 100% paid by the Village
- 4) Dental Plan
 - (a) 100% paid by Village
- 5) Extended Health Care
- 6) Utilities
 - (a) This is a "grandfathered" benefit, no longer offered to new employees as of 2013.
- 7) Long Term Disability
 - (a) 100% of the long-term disability premiums are to be paid by the EMPLOYEE for maximum coverage benefit.

400. Pay Periods

Employees shall be paid monthly on the day after the last council meeting of the month. An advance of up to 50% of the anticipated monthly wage (but not to exceed the amount earned at the time of the advance) may be granted at the discretion of the Chief Administrative Officer.

500. Working Conditions

Definition: Immediate Family under employee working conditions policy is defined as: spouse, parent, parent-in-law, grandparent, grandparent-in-law, children, stepchildren, grandchildren, siblings, brothers and sisters-in-law. Recognized common-law marriages are included.

1) Bereavement Leave:

- a. Up to 5 days per year leave of absence with pay will be granted to a fulltime or permanent part time employee on compassionate grounds.

2) Sick Leave:

- (a) A regular employee shall earn sick leave credits of 1.5 days for each month that the employee is scheduled to work to a maximum of 18 days per year.

- (b) Any unused portion of earned sick leave credits during a year shall accumulate to the Employee's credit with the Employer to a maximum of one hundred and twenty (120) working days. Sick leave shall be used for actual illness, medical disability and medical appointments.
- (c) Permanent part time employees will receive sick pay on a prorated basis. (Regular part time hours)
- (d) An employee shall be required to produce a certificate from a medical practitioner for any sick leave absence exceeding three (3) working days. The certificate shall certify that the employee is unable to perform their duties due to illness or a medical disability.
- (e) Up to Six Earned Sick Days per year can be used for care of immediate family.

3) Communication Re: Leave:

- (a) The Chief Administrative Officer will inform the mayor or deputy mayor of time off.
- (b) All other employees will inform the Chief Administrative Officer.

600. Annual Vacations

Permanent Employees will receive vacation with pay according to the following schedule:

- 1 to 4 years – 3 weeks
- 5 to 9 years – 4 weeks
- After 10 years – 5 weeks

All part time/temporary/casual/summer students will not be granted paid holidays, and holiday pay as per the Alberta Labour Standards and will be added to their monthly pay cheques.

650. Booking Vacation Time

- 1) The Chief Administrative Officer shall use all vacation time during the year it is earned. If there are extenuating circumstances, up to 1 week may be carried over until May 1st of the following year if mutually agreed in advance by the village council upon receiving a written request.
- 2) Staff shall use all vacation time during the year it is earned. Up to 1 week may be carried over until May 1 of the following year if mutually agreed in advance by the Chief Administrative Officer upon receiving a written request.
- 3) Staff are to book all vacation days prior to May 1st with the Chief Administrative Officer. Days not booked will be assigned dates by the Chief Administrative Officer or paid out at a regular rate of pay at the year end of the year that the holidays were earned.
- 4) Public Works personnel are not to book more than 2 consecutive weeks of holidays during the months from June 1 through to August 31. One full time person must remain on duty at all times.
- 5) The Chief Administrative Officer must ensure that one office person remains on duty the last business day of August and December.

700. Statutory Holidays

The following days are given as paid holidays. If they fall on a weekend the preceding or following work day(s) are taken except for Remembrance Day.

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Heritage Day, Labor Day, Thanksgiving Day, Remembrance Day, Christmas, Boxing Day

800. Time Sheets

Accurate, verifiable employee time sheets will be kept up to date and accessible to council. Time sheets are to be submitted to the Chief Administrative Officer each month for review and approval.

850. Overtime and On Call Fee

This policy is optional and intended to offer alternatives to employees if they desire.

The typical regular work week consists of 40 hours and the goal of the village is to have employees work within these hours, however it is recognized that occasionally circumstances arise, and additional hours are required in a work day.

The intent is that should an employee be required to work extra hours on the week-end or on-call or extra hours to complete a job in the day that those hours may be banked. At no time can an employee pre-use banked hours, meaning if the employee has one day in banked hours accumulated and wants to take 2 days off he or she cannot use future anticipated hours for the second day, he or she must use a holiday day for the second day.

The option offered is that the banked hours may be used at a future date, to create an extra-long week-end for instance OR they may be paid out at a time and one half on the next pay period, this is the employee's choice. Should the employee choose to bank the hours for future use, they will be banked at the rate of hour for hour (not at the overtime rate of time and one half). The employee may keep up to five banked hours on the books. (i.e.: If an employee has 5 banked days to carry-over on June 1 and he then works an additional day in June, then that employee is entitled to 6 days off. The employee then must take at least one day off to stay within the 5-day carry-over limit.) Should the extra day not be used in June, then it would be paid out on the next pay period at a rate of time and one half. The employee must pre-arrange with their manager mutually agreeable dates at least 10 days in advance of their wish to use 1 or 2 banked days, wanting to use any more than 2 banked days just be mutually agreed upon at least 6 weeks in advance.

900. Call-Out Fee

Village staff requested to cover a call out after regular hours will receive pay for a minimum of 3 hours.

1000. Code of Conduct Policy

Policy Perspective:

The Village of Edgerton's employees hold a special position of trust, employed at the public expense for the benefit of the Village. Accordingly, Village employees are expected to

conduct themselves with honesty, integrity, diligence and political neutrality. By striving to make the Village even better, Village Employees have an obligation to maintain and promote public confidence in local government; however, they should not be subject to unnecessary restrictions simply because they work in the public sector.

Scope:

This policy applies to all employees, including contractors, volunteers and students.

Policy:

The Village of Edgerton is committed to providing a safe, healthy workplace that promotes a high level of satisfaction and a respectful work environment. We believe it is a shared responsibility of all employees to work towards the constant improvement of our workplace. To assist the organization in maintaining an exemplary work environment, we require that all employees of the Village of Edgerton always conduct themselves in an ethical and professional manner.

1) General Employee Conduct:

- (a) All employees are always expected to conduct themselves in a polite and courteous manner to other employees, management staff, Council Members and the public.
- (b) An employee shall not use any actions or words suggesting the use of threats, intimidation, interference, coercion or any other unprofessional or unethical behavior.
- (c) An employee shall not demonstrate argumentative behavior, insubordination, coarse language or violations of confidentiality.
- (d) Employees must follow all applicable federal and provincial legislation, municipal bylaws, village policies and procedures while engaged in Village business.
- (e) No employee shall engage themselves in illegal activity.
- (f) Failure to follow applicable traffic laws may also result in progressive disciplinary measures, up to and including dismissal.

2) Gross Misconduct:

- (a) Only for situations constituting gross (serious) misconduct will an employee be dismissed with cause for the first breach of discipline without warning.
- (b) A dismissal for gross misconduct is without notice or pay in lieu of notice.
- (c) The following list is neither exclusive nor exhaustive and other acts may be considered an act of gross misconduct:
 - i) Theft of Village's, or another employee's, or customer's property.
 - ii) Refusal to comply with a legitimate instruction given by a Supervisor.
 - iii) A physical or verbal attack on another employee or customer.
 - iv) Serious breach of Health and Safety Policy and Procedures.
 - v) Deliberate entry of a false expense claim to obtain reimbursement of expenses not actually incurred, or any other fraudulent action against the Village.
 - vi) Offensive behavior in the presence of customers or staff.
 - vii) Sexual or racial harassment.
 - viii) Making false claims at the time of hiring.

3) *Conflict of Interest:*

A conflict of interest arises when an employee's personal or pecuniary interest's conflicts with the employee's duties and responsibilities to the Village.

- (a) Employees will not make decisions on behalf of the municipality, nor use their position with the municipality for personal gain, nor take any action on behalf of the municipality in respect of matters in which they have a Conflict of Interest.
- (b) The Village generally allows outside employment where: the secondary employment causes no adverse effects to the employee's performance of the job duties at the Village; the secondary work is performed after the regularly scheduled working hours of the employee; and there is no conflict of interest.
- (c) Where a situation arises where a Village employee is required to conduct business or provide services to a family member, or associate, this may create a real or perceived conflict of interest for both the Village and the employee in question. As such, the Village requires any employee that feels they may have a conflict of interest to immediately notify the Chief Administrative Officer for relief.

4) *Duty to Report:*

- (a) Employees who allege wrongdoings on the part of Council, management, employees, agents or contractors should disclose this information to the Chief Administrative Officer, or the appropriate policing authority.
- (b) Retaliation for disclosure or against informants or witnesses involved in investigations of wrongdoing is absolutely prohibited. Retaliation will be grounds for disciplinary action up to and including dismissal.

5) *Village Events:*

- (a) While present at Village sponsored events and conventions, all staff are expected to conduct themselves in a manner that reflects well on the organization. If an employee is engaged in a serious breach of conduct while at a Village sponsored event, disciplinary actions may be incurred.
- (b) When employees leave a Village sponsored event (via taxi or designated driver or driving themselves), their actions after their departure become their own responsibility.
- (c) The Village requests that Village employees avoid drinking excessive amounts of alcohol or legal drugs or the use of illegal drugs. If a Village representative or other authority determines that an employee is intoxicated, and/or may not be in a legal state to operate a vehicle or piece of equipment, they may request that the employee surrender the keys and return home safely via taxi or with a designated driver.

6) *Gifts, Entertainment and other Benefits:*

- (a) Employees are not to accept or solicit gifts, entertainment, or other benefits from any individual or from any profit-making or non-profit organization or associations which have business dealings with the Village.
- (b) If any employee has a question as to whether a gift may be accepted in compliance with this policy, the employee is to consult with the Chief Administrative Officer.

1100. Performance Reviews

The Village of Edgerton believes that the quality of an employee's performance will be improved through a system of employee evaluation.

1) General:

- (a) The purpose of the evaluations is to:
 - i) Identify the employee's strengths.
 - ii) Identify areas for improvement for the employee.
 - iii) Provide administration support regarding the employee's employment status and the employee's rate of pay.

2) Timing:

- (a) All employees shall receive an evaluation of his/her performance at least once annually by his/her supervisor or more often if requested by the employer or the employee.
- (b) An employee on probation shall receive an evaluation review of his/her performance at the end of his/her probation or more often if requested by the employee's supervisor.
- (c) Both the employer and the employee shall receive, sign and file written copies of each performance review.

3) The Staff Performance Review:

- (a) An employee's performance evaluation (Appendix I) will be evaluated with respect to his/her job description, including:
 - i) Quality of work
 - ii) Ability to complete work on a timely basis
 - iii) Ability to work without supervision
 - iv) Ability to follow direction
 - v) Relations and interactions with the public
 - vi) Relations and interactions with other staff
 - vii) Relations with his/her supervisor
 - viii) General demeanour and attitude
 - ix) Attendance and promptness
 - x) Personal presentation
 - xi) Adherence to safety policies and procedures

4) Appeals:

- (a) An employee may appeal a staff performance review as follows:
 - i) The employee shall first try to resolve his/her concerns with his/her supervisor.
 - ii) If the matter is not resolved with the supervisor, the employee may appeal his/her evaluation to the Chief Administrative Officer.
- (b) Within two weeks of receiving the appeal, the Chief Administrative Officer shall review the appeal.
- (c) Upon completion of the review, the Chief Administrative Officer shall indicate to the employee and the employee's supervisor his decisions and recommendations regarding the appeal. If the employee wishes to appeal the decision after the review by the Chief Administrative Officer, he/she may request a review by council.

1200. Probation of New Employees

All employees are probationary in nature for the first 3 months, when the performance will be reviewed and documented by the Chief Administrative Officer. The evaluation will be

discussed with the employee for their feedback and then the Chief Administrative Officer will present the evaluation and recommendations to Council.

1300. Lines of Communication/Responsibility

- 1) The Chief Administrative Officer receives direction and official communications from the council as communicated by the mayor or through a council resolution.
- 2) The Office Assistant receives all directives and official communications from the Chief Administrative Officer.
- 3) The Village Foreman receives all directives and official communications from the Chief Administrative Officer.
- 4) All temporary staff receives all directives and official communications from their immediate supervisor assigned by the Chief Administrative Officer.
- 5) Appeals: All employees under the direction of the Chief Administrative Officer can appeal a decision or directive of the Chief Administrative Officer to council by requesting, in writing, a hearing stating clearly the reason for requesting the hearing.

1400. Recognition

The Village of Edgerton recognizes the importance of retaining long term employees and as such has a program to award years of service.

Staff:

- 1) 5 Years of Service: A letter of recognition from the Mayor and Council, plus a dinner for 2 to a value of \$50.00
- 2) 10 Years of Service: A plaque engraved with name, years of service and acknowledgment of service, plus tickets to a dinner show, sporting event, or concert to a value of \$200.00
- 3) 15 Years of Service: A plaque engraved with name, years of service and acknowledgment of service, plus tickets to a dinner show, sporting event, or concert to a value of \$300.00
- 4) 20 Years of Service: A plaque engraved with name, years of service and acknowledgement of service, plus a 2-night week-end away to a value of \$500.00

Council:

- 1) 2 Full Terms: A plaque engraved with name, years of service and acknowledgment of service plus a dinner for 2 to a value of \$50.00
- 2) 5 Full terms: A plaque engraved with name, years of service and acknowledgment of service plus a 2-night week-end away to a value of \$500.00
 - a) All gifts require receipts as proof of purchase for reimbursement as they cannot be exchanged for cash.
 - b) All gifts must be used within the calendar year following acceptance of the award.
 - c) Councillors will be recognized if they retire or if they are not re-elected, provided they have served the adequate term.
 - d) Deceased will be recognized with a plaque.

- e) All awards for staff and council will be presented at the yearly Christmas Party.

1500. Village of Edgerton Media Policy

The Village of Edgerton employs several mediums to communicate with the public, including digital, social, and traditional, media. The Village of Edgerton requires that the following be respected:

Definitions:

- 1) For the purpose of this Policy
 - a) “**Village**” will refer to the Village of Edgerton municipal government.
 - b) “**medium**” refers to media types, including digital, social, traditional, print, radio, public event, etc.
 - c) “**channel**” refers to ownership of the medium, whether personal or official/Village.
 - d) “**Council**” refers to the Village of Edgerton Municipal Council.

Policy Statement:

The purpose of this Policy is to maintain standards by which the Village communicates in order to ensure efficacy and consistency and to avoid controversy or undue complications.

Policy:

All Village communications should, within reasonable and discretionary grounds, maintain a positive, non-confrontational, and unified position.

- 1) No Council decisions shall be contravened or disputed publicly, regardless of the medium or channel.
- 2) Designated Village employees and/or affiliates shall operate official Village communications and media channels;
 - a. Village employees and/or affiliates not designated as such shall not access official Village communications and media channels;
 - b. Village employees and/or affiliates not designated as such shall not express personal opinions on Village matters, regardless of the medium or channel.
- 3) Designated Village employees and/or affiliates may style or present themselves as representatives of the Village;
 - a. Village employees and/or affiliates not designated as such shall not style nor present themselves as representatives of the Village.
- 4) Village employees and/or affiliates that choose to express personal opinions will be held responsible, especially if the message or topic is considered controversial, breaks confidentiality, or endangers the Village’s position and standing.
- 5) Village employees and/or affiliates that choose to style or present themselves as representatives of the Village, without being designated as such, will be held responsible, especially if the message or topic is considered controversial, breaks confidentiality, or endangers the Village’s position and standing.
- 6) The Village reserves the right to act on content on any of its media channels that is considered controversial, breaks confidentiality, or endangers the Village’s position and standing.
- 7) All individuals and/or entities that have entered into employment, partnership, or affiliation, with the Village are required to respect the Village of Edgerton Media Policy.

- 8) Designation of Village of employees and/or affiliates to operate Village communications and media channels and to be styled or presented as a representative of the Village is subject to the Council's discretion.
- 9) Village employees and/or affiliates guilty of breaching any portion of this policy will be held responsible by the Council.

C. ADMINISTRATION POLICY, PRACTICE AND GUIDELINES

100. Meeting Times/Signing Authority

As determined at the Annual Organizational Meeting

200. General Policy Statements

Conferences, meetings for employees:

- (a) Employees will receive the same remuneration for travel subsistence and lodging as set out in the fee and expense schedules.
- (b) The Chief Administrative Officer and employees will receive per hour rate when required to attend conferences, convention or other council directed activity held on a weekend or statutory holiday.
- (c) The village pays for accommodations and registration fees for conventions and courses.
- (d) When travelling on business which is approved by council employees using their own vehicle will receive kilometerage as per the Expense Form rate.
- (e) The council will pay registration fees, salary (if a work day) kilometerage and subsistence for regular employees for any council approved courses related to their position.

300. Staff Positions

1) Chief Administrative Officer (CAO)

- (a) The Chief Administrative Officer's duties are set out in the Municipal Government Act, section 207 and 208.
- (b) Other duties assigned by the council are in the job description or resolution of the council.
- (c) Special duty: The off-site storage of the Friday accounting disk is the responsibility of the Chief Administrative Officer to take home or arrange for another employee to do so.

2) Office Assistant

- (a) The office assistant supports the Chief Administrative Officer. Duties of the office assistant are outlined in the job description.

3) Village Foreman

- (a) Public Works of the Village of Edgerton consists of the Village Foreman and assistant(s). It is the Village Foreman's job to oversee all aspects of the Public Works

1000. Record Retention & Disposition

The record retention and disposition is managed as per requirements in the MGA.

1100. Freedom of Information and Protection of Privacy

FOIP is managed as per the requirements in the MGA.

1200. Master Card Policy

The Village of Edgerton has a corporate MasterCard under the control of the CAO. The card has a \$5000.00 limit. It is drawn on the Encompass Credit Union Ltd. - Edgerton Branch. A copy of the Authorization is on file.

1300. Interest Charges on Overdue Accounts

The Village of Edgerton may charge interest at a rate indicated on the Fee Schedule which is reviewed annually.

1400. Bidding for Supply

Bidding for supplies and tendering jobs will be managed as per requirements in the MGA.

1500. Pin & Pen Policy

For promotional purposes: A maximum of 12 pins and or pens will be given out when a request is received from a group or individual for promotional purposes
Any group or person requesting more than 12 can make a special request, in writing, for council to consider.

1600. Fee Review Policy

Council, at the Fall Organizational Meeting, will review all village fees charged. A chart of fees is kept under a separate file.

D. LAND PURCHASE, DEVELOPMENT & SPECIAL PROGRAMS

100. Property Sale Price

- 1) The price of Residential lots is reviewed annually and listed in the Fee Schedule
- 2) The price of Commercial property owned by the Village is reviewed annually and listed in the Fee Schedule.

200. Timeline to Apply for Development Permit

Any person, company, or organization that purchases a village owned lot must apply for a development permit within sixty (60) days after purchase, except after October 1 when the time is extended to April 30.

300. Development Time Line

Once a development permit has been purchased the developer has 1 year from that date to complete development.

400. Development Sewer Restrictions

The Village of Edgerton wastewater has been generically classified as follows:

- 1) The wastewater has been classified as weak domestic wastewater
 - 2) The typical wastewater flow rate observed is in the range of 80-120 cubic meters per day.
-
- 1) The village does hereby establish the following exceptions to future developments:
 - (a) Any development that causes an increase flow into the wastewater system greater than 10% must be a development exception.
 - (b) Any development that causes an increase in concentration of greater than 5% for Biochemical Oxygen Demand (BOD), major nutrients, background cat ions/anions, background organics (DOC) or metal concentrations must be a development exception.
 - (c) Any non-domestic development with complex or industry type wastewaters must be considered a developmental exception.
 - 2) The village does hereby adopt the following procedures to assist in defining development exceptions.
 - (a) The developer must submit a wastewater summary that fully describes both the expected characteristics and flow rates for their wastewater flows. The summary provided by the developer must follow standard accepted engineering practices for the type of development considered and must be adequate in detail to determine if an exception is required.
 - 3) The village does hereby adopt an assessment procedure for development exceptions:
 - (a) The village will retain services of a professional engineer to determine if the development exception warrants risk assessment.
 - (b) The engineer will undertake to inform the developer of the unique wastewater treatment and disposal limitations the village uses to manage the wastewater flows.
 - (c) If the results of the risk assessment, or if the expert opinion of the village professional engineer, indicate that the risk factors associated with the development exception cannot be reduced to an acceptable level by the implementation of appropriate management controls by the developer, then the development permit must and will be denied

This policy is to be followed as part of the operating authority of the Edgerton Wastewater System. Failure to follow this policy could result in the loss of authority to operate

500. Title Transfer Costs

The village pays for cost of title transfer when a village property is sold.
Title transfer occurs as per village purchase policy time line.

600. Property Fees

1) Fees: These fees are authorized in bylaw 11/95 and reviewed annually by council

- (a) Development permits
- (b) Home occupation permits
- (c) Request for discretionary use
- (d) Demolition/Removal permit
- (e) Amend land use bylaw
- (f) Appeal development decision

2) Regulations:

- (a) Regulations are in bylaw 08/9
- (b) Subdivision authority is established in bylaw 09/95
- (c) Subdivision appeal board is established under bylaw 10/98

700. Development Authority

The development authority for the Village of Edgerton shall consist of one person appointed by resolution of council.

The person remains in the position until removed by council.

The powers and duties of the Development Authority are those described in the Land Use Bylaw, Regulations, and the MGA.

Legal Reference bylaw 08/95

800. Subdivision Authority

The Subdivision authority shall consist of one person appointed by council.

Term of office is one year but may be re-appointed by council.

Fees for subdivision may be set by bylaw.

Responsibilities and Functions: are described in detail in the bylaw.

Requirements for notice and a public hearing are found in 692/4 and 606 of the MGA.

900. Subdivision & Development Appeal Board

Membership shall be 3 members, one councillor, 2 from the public appointed by council annually.

Full Details of this board are found in the bylaw.

Regulations governing the proper proceedings of this board are found in Assessment Review Board Manual, which is on file. This manual sets out the rules for quasi-judicial boards.

1000. Property Purchase Policy

1) Standard Policy:

- (a) 10% of the total lot price is the minimum deposit required to enter into a purchase of land agreement. Lots are to be sold on a first come – first choice basis.
- (b) An application for a development permit to construct an appropriate building on the property must be submitted within 60 days of the date the agreement to purchase land is executed.
- (c) A further 40% of the total lot price is due at the time of applying for a development permit.
- (d) Proof of the application for a building permit must be submitted and construction is to commence within 90 days of the date of the application for the development permit.
- (e) The final payment of 50% of the total lot price plus GST on the total lot price is due within 90 days of the date of the application for the development permit.
- (f) The title transfer will be done only after all payments have been made and the building has reached the frame-up stage. Frame-up stage under this policy means the basement or foundation is complete for framing or ready for a pre-built house to be moved on.
- (g) If the purchaser withdraws from or is in default of a purchase agreement in any way, the village may cancel the agreement and refund to the purchaser the monies

paid towards the purchase of the subject property less any taxes owing, fees and penalty of:

- i) 5% of the purchase price if cancelled upon default of the deadline to apply for a development permit under the standard policy.
 - ii) 20% of the purchase price if cancelled upon default of the deadline to commence construction, or
 - iii) 10% of the purchase price, if cancelled upon default of the deadline to apply for a development permit under the Alternative to Standard Policy.
- (h) No property taxes will be levied in the calendar year that the purchase agreement is executed but will be levied starting the following year regardless of when the title is transferred.
- (i) The clauses and conditions of the Village of Edgerton Land Purchase Agreement are part of this policy.
- (j) Special circumstances may cause a purchaser to make a written request to council for an exemption to this policy. The decision of council cannot be appealed.

2) *Alternative to Standard Policy:*

- (a) If upon the expiry of the required period to obtain a development permit, should the Purchaser not be able to apply for a permit, the Purchaser may pay out the balance owing on the lot. In this case, the Purchaser will then be required to obtain a suitable development permit within 1 year of the date of the original deadline to apply for a development permit.
- (b) The maximum number of residential lots allowed to be individually developed under the terms of this policy is two (2). A lot is held as long as construction has not reached the frame up stage.
- (c) For purchase agreements executed between October 1st and February 28th, the application for development permit must be submitted by April 30th. All other terms of Part 1 Standard Policy apply.

3) *Supplementary Agreement:*

- (a) In the case where the purchaser requires title to the subject property before construction reaches the frame-up stage to obtain finances, a supplementary agreement may be made between the Village and the Purchaser whereby the Village will transfer title upon the Purchaser agreeing to grant the Village the right to repurchase the property in the event that the Purchaser fails to construct a building as required in the original purchase agreement. All of, Part 1, Standard Policy apply under this supplementary agreement.
- (b) In such case, the repurchase price shall be established as in section G, Part 1, of the standard policy.
- (c) The supplementary agreement shall be registered as a caveat on the title of the property until the building has reached the frame-up stage at which time the village will remove the caveat. The cost of registering and discharging the caveat shall be charged to the Purchaser.
- (d) In the case where the Purchaser required financing to pay the balance owing on the lot, the village may submit the transfer of title to the subject property to a law firm under trust conditions that the law firm will remit the balance owing upon registration of the transfer. Any costs associated with this procedure will be borne by the Purchaser.

1100. Community Improvement Programs

1) *General*

- a) The Community Improvement Program is a program approved by council resolution. The objective of the program is to encourage the improvement of the village through the removal and replacement of derelict buildings with newer structures or building on of vacant property.
- b) Application for this program must be into the village office before January 10 of the applicable tax year. Applications received after January 10 will be processed for the following year.
- c) All developments must conform to the Land Use by-law and other applicable regulations.
- d) The tax exemption is on the municipal portion of property taxes only. The exemption applies to both land and improvement taxes.
- e) The application must be signed by the CAO verifying all taxes and accounts are paid at December 31.
- f) The period of tax exemption will begin the year following the year that construction starts. Subject to Council having to approve the tax exemption on each affected property on a yearly basis, the period of tax exemption shall be:
 - i) in the case of qualifying demolition, 3 years
 - ii) in the case of development of vacant property, 2 years
 - iii) in the case of village sold lots, 2 years
- g) If taxes, utilities, infrastructure fees, education & seniors' taxes are **NOT** paid by August 31st of that year, then the tax exemption for that year will be lost.
- h) Where demolition is involved, construction must start within 90 days of the date of application for a demolition permit to qualify for the 3-year exemption.
- i) For the purpose of the program a qualifying demolition is considered to occur in only those cases where a building that has become dilapidated through age is demolished and a new building compatible with the Land Use By-Law is constructed in its place.
- j) Buildings that are demolished because of damage caused by fire, wind, storm, vehicle or other catastrophic event do **NOT** qualify as a demolition.
- k) Construction must be completed, within 10 months from the construction start date, to a point suitable for occupancy. This time may be extended in the case of a multi-family or large commercial development.
- l) For administering this program, the development officer has full authority in determining the dates of the demolition permit, start and completion of construction.
- m) Failure by the applicant to comply with any of the regulations herein may result in disqualification of the applicant from the program.
- n) Council will consider all applications under this program and if appropriate may approve or reject the application.

2) *Residential Properties*

- a) All residential demolitions and vacant lots bordering on existing water and sewer mains qualify for the incentive program except:
 - i) Mobile homes which must conform to the Land Use By-Laws and must make special application to council
- (b) To qualify for the program, the new improvements must be assessed in excess of :
 - i) For a single or duplex \$50,000/unit

ii) For triplex or quadraplex	\$50,000/unit
iii) For multi-family (greater than 4 units)	\$40,000/unit
iv) For mobile homes	\$100,000/unit

- 3) *Commercial Properties*
 - a) Development of all C1 and C2 properties, note some Commercial/Industrial properties do not support water and sewer service.
 - b) Development must be of a permanent nature.
 - c) All work must conform with the Land Use By-Law.
- 4) Council must approve all applications under this program.
- 5) This policy remains in effect until rescinded by council resolution.

1200 Edgerton Development Program

The Village of Edgerton, to promote growth and development, is offering a rebate on village lots serviced before 2003. This rebate is granted under the conditions stated in this policy. The rebate can be up to the full price of the lot less \$1000.00. For clarity, lot values are: roll #1500 - \$10,000.00, roll #14600 - \$20,000.00, roll #7900 - \$20,000.00, all commercial/industrial at current value.

- 1) *General Qualifications* – This program applies to village owned lots fully serviced prior to 2003. All development must conform to the Land Use By-Law.
 - a) Applications must place a deposit equal to the full price of the lot which will be refunded less \$1,000.00 when the development is complete, passed all construction inspections and is ready for occupancy.
 - b) In the case of a mobile home, commercial or industrial property the development must remain on the lot for at least 5 years. The regular price of the lot, less \$1000.00- will be rebated at a rate of 20% per year for five years provided the development remains in place.
 - c) A lot block plan and an estimated cost of construction must be submitted with the application for this program.
 - d) To qualify for the program, the Village Development Officer must value the new construction or mobile home at or above:
 - i) For a single –family unity \$150,000.
 - ii) For a mobile home \$100,000.
 - iii) Commercial/Industrial \$100,000.
 - e.) Council may approve a rebate for a mobile home or commercial/industrial development where the assessed value is less than stated in this policy.
 - f) A development permit approved under this policy must be taken out within 60 days of approval of this program and the timelines for development must be adhered to.
 - g) A mobile home must be in place, skirted in and ready for occupancy within 3 months of the approval of a development permit to receive rebate.
 - h) This program is available for one lot per development.
 - i) This program is for new construction not additions or additional lot purchases.
 - j) Council must approve all applications under this program.

2) *Effective Dates:*

- a) This policy comes into effect Sept. 1, 2008.
- b) Council may at its sole discretion cancel or renew or amend this policy at any time with changes or cancellation to take effect upon passing of a council resolution.

3) *Relation to other programs:*

- a) This program, if taken, cannot be used in conjunction with any other village development incentive program.

Approved by Council August 22, 2010

E. EMERGENCY SERVICES DEPARTMENT

100. General Statements

The Village of Edgerton has an Emergency Services Department, headed up by a manager.

The Emergency Services Department was formed under bylaw 01/02. This bylaw includes the formation of an advisory board to help advise council, act as liaison and help the manager in the operation of the department. The duties, authority and limitations affecting the advisory board are outlined in the joint protection agreement with the Municipal District of Wainwright #61 and in Village policy.

The Emergency Services Department expenses are budgeted and paid through the Village, which in turn, is on a cost share with the M.D. of Wainwright #61. The department budget is approved by the advisory board for adoption by the Village and Municipal District of Wainwright councils.

200. Flashing Green Light

Emergency Services Responders are permitted to use a flashing green light on their vehicle when responding to an emergency call.

300. Joint Use Fire Protection Agreement

This is an agreement between all municipalities within the M.D. of Wainwright to help each other, when requested, to administer fire discipline.

400. Operating Costs – Finance

- 1) Each Year the village shall approve an itemized budget setting out the estimated cost for operation and replacement of emergency response equipment within the area, consisting of:
 - (a) Fuel, oil, repairs and maintenance of the fire truck(s), communication devices, heat and electricity for the emergency services hall, and training for the members of the emergency services department.
 - (b) Replacement of equipment, hoses, breathing apparatus, extinguishers, wearing apparel, medical supplies, and other equipment pertinent to responding to emergency incidents.
 - (c) Wages or honorariums in lieu of wages for the emergency service responders

- (d) Honorarium as per the expense schedule for each elector appointed to the board for attendance at meetings and board approved seminars.
- 2) The Municipal district shall contribute two thirds (2/3) of all approved costs of items 1. (a), (b), (c), (d) and 4. (c); The Village shall contribute one third (1/3) of all approved costs in items 1. (a), (b), (c), (d) and 4. (c).
- 3) The Village will submit to the Municipal District of Wainwright #61 by the 1st of March, a statement of all expenditures made by the department during the preceding year.
- 4) Insurance:
 - (a) The Village of Edgerton shall carry volunteer emergency service insurance for each emergency service responder when acting on behalf of the village.
 - (b) The Municipal District of Wainwright # 61 shall carry volunteer emergency service insurance for each emergency service responder when acting on behalf of the Municipal district.
 - (c) Insurance on the rescue unit will be shared by the village and municipal district of Wainwright using the same formula as clause 2.

500. Emergency Services Advisory Board

1) Board Mandate:

- (a) The operation and management of the Emergency Services Protection Agreement shall be vested solely and absolutely in the Emergency Services Advisory Board, subject to direction by the councils, which shall be known as the “Board” and shall be appointed in a manner hereinafter set out, and shall be a continuing body, notwithstanding changes in personnel from time to time, throughout the term of this agreement.
- (b) The Board shall perform the duties as outlined herein which are subject to change by agreement of participating councils.

2) Board Formation and Tenure: Board members will include:

- (a) Two Village Council Members appointed by the Village.
- (b) One elector, if possible from the village, appointed by the village.
- (c) Two M.D. # 61 of Wainwright council members appointed by the district.
- (d) One elector, if possible from each of division 2&3 of the M.D. #61 of Wainwright.
- (e) The manager of the Edgerton Emergency Services Department as advisor and liaison to the department from the board.
- (f) The CAO of the village as the administrative officer and secretary of the board.

3) Organization and Operation:

- (a) The board, following its Organizational Meeting shall elect a chairman from the appointed members and such other officers it deems necessary.
- (b) The Board, at any meeting at which a Quorum of the Board are present, may decide to hold regular meetings of the board and the resolution shall state the day, hour and place of every regular meeting and no notice of any such meeting is necessary.
- (c) The board will hold at a minimum one meeting every quarter year.
- (d) The chairman may call Special Meetings of the Board whenever he considers it expedient to do so, and he shall do so when requested in writing or orally by a majority of the Board.
- (e) Oral notice of special meetings stating the time and place at which it is to be held and stating the nature of the business to be transacted thereat shall be given to each Board member.

- i) The chairman may call a special meeting of the Board on shorter notice, either written or oral, than that afore-stated, but the special meeting may not be held unless the notice states the time and place at which the meeting is to be held and the general nature of the business to be conducted, and at least 2/3 of the Board members give oral consent to the holding of the meeting.

4) Duties of the Board:

- (a) The board will assist the manager on the administrative, management, finances, training, and planning of the department.
- (b) The board will oversee the development and maintenance of a Standard Operating Practices Manual for the department.
- (c) The board will assist in the recruitment of rural and urban members for appointment to the department.
- (d) The board will recommend to council the level of training, experience, age or other related requirements for membership and level of responsibility for each level or position within the department.
- (e) The board may recommend to council the training requirements for Emergency Responders be waived for a specific time period for a specified reason.
- (f) The board will hear an appeal of an Emergency Responder who has been discharged by the Manager and make a recommendation to council on what course of action to take.
- (g) The board will perform a liaison role between the department and the councils. This includes making recommendations to council on behalf of the department.
- (h) The board will promote the positive image of the department to the public.
- (i) The board will assist in the development of the department's operating budget for council approval.
- (j) The board will assist in the development of the department's capital budget for council approval.
- (k) The board will provide the Manager with a written appraisal of the Manager of Emergency Services Department.
- (l) The board may make recommendations to council regarding the tenure of the Manager.
- (m) The board shall encourage emergency responders to take the training necessary to become Manager.

5) Limit to the Power of the Board:

- (a) The board has no authority to interfere directly with the department and will communicate with the members through the Manager.
- (b) The board has no authority to in debt the Municipalities to any amount or does it have any authority to set up any organization on behalf of the municipalities or the Department.

600. Outdoor Fires

1) Definitions: In this Part, unless the context otherwise requires:

- (a) "**Fire**" includes any combustion whether or not flame is present or visible.

- (b) **“Fire Ban”** means a period designated by the Chief Administrative Officer or the Fire Chief when, due to extremely dry or other unsafe environmental conditions, outdoor fires are prohibited.
- (c) **“Fire Pit”** means a structure used for recreational fires that complies with Section 25.
- (d) **“Fire Place”** means a structure used for recreational fires that complies with Section 26.

2) PROHIBITED FIRES:

A person shall not cause or permit an outdoor fire on land they own or occupy.

3) EXCEPTIONS:

a) This section does not apply to:

- i) Cooking food using an appliance designed and intended for that purpose and fueled only by:
 - (1) Liquid petroleum gas;
 - (2) Natural gas;
 - (3) Dry, preservative free wood or wood products; or
 - (4) Charcoal
- ii) Recreational fires fueled only by dry, preservative free wood or wood products and fully contained within a camp stove.

4) FIRE PIT REQUIREMENTS:

- (a) A minimum of three (3) metre clearance, measured from the nearest fire pit edge is maintained from buildings, property lines, or other combustible material.
- (b) The fire pit must be enclosed on all sides and constructed entirely from brick, concrete block, heavy gauge metal, or other non-combustible material.
- (c) The fire pit height does not exceed .6 metre when measured from the surrounding grade to the top of the pit opening.
- (d) The fire pit opening does not exceed one (1) metre in width or in diameter when measured between the widest points or outside edges.
- (e) The fire pit installation has enclosed sides made from bricks, concrete blocks, heavy gauge metal, or other non-combustible materials acceptable to the Fire Chief.
- (f) A spark arrester mesh screen with openings no larger than one and one-quarter (1.25) cm and constructed of expanded metal (or equivalent non-combustible material) is used to cover the fire pit opening in a manner sufficient to contain and reduce the hazards of airborne sparks.
- (g) The fire pit must not be located over any underground utilities or any aboveground wires, canopies, tents or overhead structures.
- (h) Only clean and non-painted wood may be burned, no refuse or garbage is allowed.
- (i) Is otherwise acceptable to the Fire Chief.

5) FIRE PLACE STANDARDS:

- (a) Have a minimum of one (1) metre clearance, measured from the nearest fire pit edge is maintained from buildings, property lines, or other combustible material;
- (b) Be constructed entirely from brick, concrete block, heavy gauge metal, or other non-combustible material;

- (c) Have a base burning that is at least thirty (30) centimeters above the surrounding surface grade;
- (d) Have a fire burning area that is no more than one and one-quarter 1.25 meters wide and between forty (40) centimetres and sixty (60) centimetres deep;
- (e) Have a chimney that:
 - i) Extends at least two and one-half (2 1/2) metres above the base fire burning area, and
 - ii) Is covered with non-combustible mesh screen with openings of no greater than one and one-quarter (1.25) centimetres across.
 - iii) The fire place must not be located over any underground utilities or under any aboveground wires, and
 - iv) Is otherwise acceptable to the Fire Chief.

6) FIRE BAN:

Notwithstanding anything in this Part, a person shall not cause or permit an outdoor fire on land they own or occupy while a fire ban is in effect. An MD Fire Ban includes the Village of Edgerton.

7) NUISANCE FIRE:

Notwithstanding anything in this Part, a person shall not cause or permit an outdoor fire on land they own or occupy that is reasonably likely to disturb the peace of any other individual.

- (a) If determining if an outdoor fire is reasonable likely to disturb the peace of any other individual, the following criteria may be considered:
 - i) Demonstrated impact of the outdoor fire on health or well-being of others.
 - ii) Proximity of the outdoor fire to adjacent or affected properties.
 - iii) Duration of the outdoor fire.
 - iv) Date and time of the outdoor fire.
 - v) Nature and intended use of the surrounding area; and
 - vi) Weather and other ambient conditions.

8) NUISANCE FIRE ORDER:

- (a) If a person contravenes section 29a), the Chief Administrative Officer may, by written notice, restrict that person from causing or permitting outdoor fires on land they own or occupy in the manner directed by the Chief Administrative Officer.
- (b) A written notice may direct the person to:
 - i) Demonstrated impact of the outdoor fire on health or well-being of others.
 - ii) Proximity of the outdoor fire to adjacent or affected properties.
 - iii) Duration of the outdoor fire.
 - iv) Date and time of the outdoor fire.
 - v) Nature and intended use of the surrounding area; and
 - vi) Weather and other ambient conditions.

9) NUISANCE FIRE ORDER:

- (a) If a person contravenes section 29 a), the Chief Administrative Officer may, by written notice, restrict that person from causing or permitting outdoor fires on land they own or occupy in the manner directed by the chief Administrative Officer.

- (b) A written notice may direct the person to:
 - i) Limit the duration or frequency of outdoor fires on land they own or occupy.
 - ii) Only cause or permit outdoor fires on land they own or occupy at certain times.
 - iii) Modify or replace a fire pit or fire place; or
 - iv) Undertake any other action reasonable action to ensure outdoor fires are not likely to disturb the peace of others.
- (c) A person shall not contravene a written notice issued pursuant to subsection a).
- (d) A person who receives a written notice pursuant to subsection a) may appeal the notice by filing a notice of appeal within fourteen (14) days of the date of the notice pursuant.

10) OWNER LIABILITY:

- (a) Where a person who owns land contravenes or fails to comply with any provision of this Part, the person is liable for the expenses and costs related to the Village in extinguishing any related fires on land.

700. Fire Ban Authority

The Manager of Edgerton Emergency services are given authority to issue a fire ban within the village when conditions warrant.

800. Honorarium for Responders

As per Emergency Services Managers Report.

F. TAX PROCEDURES

100. Taxation Process

- 1) The taxes collected for municipal purposes are based upon a budget that outlines in detail all income and expenditures for the tax year.
- 2) The budget is presented to council for approval as per Municipal Government Act.
- 3) The tax by law will be presented to council on or before June 15 of each year.
- 4) Tax notices are mailed out on or before June 30 of each year.
- 5) Taxes are due and payable on or before August 31 of the current year.

200. Tax Penalties

- 1) Tax penalties are established by council resolution.
- 2) A tax penalty of 12% is added to current taxes in arrears on September 1.
- 3) Interest charge of 6% is added to all unpaid taxes January 1st of the following year.
- 4) Properties placed on the tax arrears list have a fee assigned as per fee schedule.

300. Tax Instalment Plan

Council has put in place a tax payment program for those residents who have no tax arrears. This plan enables taxes to be paid without interest or penalty over the calendar year. The first 6 payments are based upon the previous year's taxes. In July adjustments are made to accommodate any changes in the current tax levy. (Appendix D)

400. Tax Recovery

Tax recovery proceedings are outlined in volume 4 of the Municipal Administrator's Handbook. It is extremely important these procedures are followed.

500. Tax Arrears Payment Plan

- The village has put a tax arrears payment plan into policy. The purpose of this plan is to help ratepayers set up a repayment plan that minimizes penalties and prevents the need for tax property sales.
- Formal application forms for the initial application and the agreement are found in: (Tax plan apply form letter (Appendix E); payment agreement (Appendix F)

(Appendix G) Tax Arrears Payment Plan Policy – Ratepayer states as follows:

1) Purpose

- (a) The Village of Edgerton will consider the following tax arrears plan for those ratepayers who have been registered with Land Titles for tax recovery proceedings.
- (b) This plan will provide for the timely payment of all tax arrears and any taxes levied during the term of this agreement.

2) Procedure:

- (a) The ratepayer must apply, in writing, to administration to be considered for this program.
- (b) The letter of application must outline a proposed repayment plan that indicates method of payment, length of payment program and amount of each payment.
- (c) Council will accept a payment plan that will pay all arrears on or before October 31 of the year tax recovery proceedings were begun.
- (d) Council may accept, reject or alter the proposed payment program if it extends beyond October 31 of the year tax recovery proceedings were begun.
- (e) The applicant will complete a Tax Arrears Payment Plan Agreement once council approves the payment program application.

3) Conditions of the Plan:

- (a) The program is available only to those ratepayers whose properties are registered with Land Titles for tax recovery.
- (b) Payments can be in cash, cheque or post-dated cheque, on-line banking through approved financial institutions.
- (c) No extension in the payment program will be granted, unless prior written waiver is provided by the municipality.

- (d) All fees and costs incurred by the village up to the date of this application are to be included as part of the taxes owing.
- (e) A regular payment program, that ensures payment of arrears and newly levied taxes, must be outlined in the application. If the payment program extends beyond October 31 of the year tax recovery proceedings were begun the ratepayer will be required to pay interest at 6% per annum on the tax arrears plus a tax penalty of 12% on the outstanding taxes.
- (f) The repayment plan cannot exceed 3 years.
- (g) The village agrees that it shall not pursue recovery proceedings relating to the property while this agreement is in effect.

4) Termination of the Agreement:

- (a) The agreement shall come to an end:
 - i) if the landowner fails to make a payment as per the Agreement on the date it is required.
 - ii) if the land owner files for, or is placed, in bankruptcy, or
 - iii) some other party takes legal proceedings in respect of the property.
- (b) If the agreement is terminated, then:
 - iv) all outstanding taxes immediately become payable in full.
 - v) all regular penalties and collection charges come into full effect.
 - vi) tax recovery procedures will continue in the same manner as though this agreement was never entered, which means proceeding to public auction of the property.

5) Communication of this Plan:

- (a) The CAO will inform those ratepayers in tax arrears of this policy when notification that a property is being registered for tax recovery with land titles.

600. Minimum Tax Increase Consultation Procedure

The Village of Edgerton will not increase the minimum tax rate noted on the annual tax notice without going through a consultation process with the Village tax payers at least 3 months prior to the tax being imposed. The consultation process could be one or more of: written notice; a public meeting; as part of the annual open house (if held); or other communication deemed suitable by council.

G. ANIMAL CONTROL

1. Definitions:

- (a) “*Village*” means the Village of Edgerton.
- (b) “*Dogs*” means either the male or female domesticated canine species.
- (c) “*Animal Control Officer*” means Chief Administrative Officer or Public Works Foreman or any person or firm engaged by the Village to enforce the provisions of this By-Law and manage the well-being of an animal should it need to be captured and transported to an appropriate facility.

- (d) **“By-Law Officer”** means a person appointed by the Chief Administrative Officer to do any act or perform any duties under this By-Law, and includes a peace officer, a member of the Royal Canadian Mounted Police and, when authorized, a Special Constable.
- (e) **“Dog License”** means a numbered tag issued by the Village, yearly, to the owner of a dog, and said tag be attached to the collar and caused to be worn around the neck of the dog.
- (f) **“Household Pets”** shall include any animal that is normally kept on private property and shall include, but not limited to dogs, cats, guinea pigs, pot belly pigs, gerbils, hamsters, chinchillas, pet birds, snakes, turtles, pet reptiles, and any and all other pets.
- (g) **“Livestock”** means horses, cattle, sheep, swine, goats, llamas, and any other animal normally raised for agricultural purposes.
- (h) **“Poultry”** shall include chickens, ducks, geese, turkeys, ostrich, and such wildfowl as pheasants, quail, partridge, and any other fowl when raised and kept domestically.
- (i) **“Wildlife”** means big game, game birds, birds of prey, fur-bearing animals, fur-bearing carnivores, and any other species of vertebrae defined as wildlife under the Wildlife Act, 2000, cW-10, as amended.
- (j) **“Pound”** means any Animal Shelter as may be designated by the Council.
- (k) **“Running at Large”** means any dog that is:
 - i) Off the premises of the owner,
 - ii) Not on a leash, and
 - iii) Not under the immediate, continuous and effective control of its’ owner or some competent person acting on the behalf of the owner.
- (l) **“Cats”** mean either the male or female of the feline domesticated species.
- (m) **“Owner”** means:
 - i. the person who has a legal title to or custody of a dog
 - ii. a person who harbors a dog,
 - iii. a person who suffers or permits a dog to remain on his or her property, or
 - iv. a person who claims or receives a dog from the pound.
- (n) **“Council”** means the current elected Mayor and Councilors for the Village of Edgerton.

2. DOGS

A) REGULATIONS FOR DOGS

All dogs, owned or harbored within the Village limits shall be licensed in accordance with the following:

- (a) The owner of every dog shall, by January 31 of each year or within one month from the time he or she becomes the owner of a dog, purchase a dog license from the Village, at that time leave with the Village his or her name, physical and mailing address and phone number, and the description of the dog including sex, breed, age, name and any other relative information requested by the Village.
- (b) Dog licenses are required for all dogs, whether they reside in a dog house in the yard or are house dogs.
- (c) All dogs in the Village shall be required to have a vaccination against rabies every two years.
- (d) The license fee payable at the time of purchase shall be the amount as determined by Council Resolution recorded on the Fee Schedule and shall be valid for the year issued.
- (e) Where a dog license is lost, the owner of the dog may obtain a replacement tag from the Village on payment of the sum of 50% of the original dog license fee.

- (f) The owner of more than 3 dogs must make application to the Village for a Kennel License which may or may not be approved.
- (g) No dog shall be allowed to be running at large in the Village.

B) CAPTURE AND IMPOUNDMENT OF DOGS

Any dog whether licensed or not that:

- (a) Is running at large, or
- (b) Bites, attacks, runs at, or attempts to bite, attack or run at any person(s), or
- (c) Chases or barks at any automobile, bicycle or other vehicle, or
- (d) Worries or annoys another animal, or
- (e) Is or appears infected with rabies, or other infectious disease and is not under a veterinarian’s care, or
- (f) Causes damage to private, or public property within the Village, or
- (g) Whether under leash, immediate and effective control or not,
 - i. Is named, described or otherwise designated in a complaint made under the provisions of the Dangerous Dogs Act RSA2000 c D-3 or
 - ii. Is the subject of a complaint by a person as creating a nuisance by barking, howling, or otherwise disturbing any person at any time of the day or night.

May be captured by the Animal Control office and transported to the nearest animal control facility at a cost to be borne by the Owner. The Owner may also be served with an Offence Ticket as prescribed by Schedule “A” of this By-Law.

- (h) No person shall interfere or attempt to obstruct the Animal Control Officer or anyone assisting the Animal Control Officer in attempting to capture or impounding a captured dog pursuant to the provisions of this By-Law.
- (i) Any By-Law Officer or Animal Control Officer or any Elected Official of the Village may impound any dog running at large. Any person impounding a dog will handle the animal in a humane manner.
- (j) Where a dog is on private property or premises without permission of the owner or occupant of the property, the Animal Control Officer or any person enforcing this By-Law, may, with the permission of the owner or occupant of the property, enter such property or premises to apprehend the dog.

C) RECLAIMING OF AN IMPOUNDED DOG

Before an owner can redeem an impounded dog, he or she must first pay to the Village Office, a dog license fee, the Offence Ticket fee plus any outstanding Offence Ticket fees, the time and cost to transport the dog to an Animal Shelter, any Animal Shelter fees, and any veterinarian fees incurred by the Village in relation to the dog. These fees are listed on the Village of Edgerton yearly Fee Schedule.

D) UNCLAIMED DOGS

Any dog, licensed or unlicensed, not redeemed within 3 days of the Offence Ticket being issued, shall become the property of the Village. The dog may then be retained, sold, transferred for adoption, or euthanized, and any associated costs will be added to the Offence Ticket.

Animal Control Officer

- (a) Shall forthwith after impounding of any dog, notify the owner, if ascertainable, of such impoundment,

- (b) Shall ensure adequate provisions are provided to the dog while under the Village or Animal Shelter's care,
- (c) Shall keep record of all dogs impounded and of their disposal,
- (d) Shall provide a report to the Village of the process involved with the impoundment.

E) OFFENCE TICKET

- (a) Any Animal Control Officer, By Law Officer, and the Villages' Administrative Officer are hereby authorized and empowered to issue an Offence Ticket to any person they have reasonable and probable grounds to believe has contravened any provision of this By-Law.
- (b) The Offence Ticket shall state:
 - i. The name and address of the offender is ascertainable,
 - ii. The offence,
 - iii. The amount of the penalty for the offence as specified in Schedule "A" of this By-Law,
 - iv. That the penalty shall be paid within 14 days of the issuance of the Offence Ticket, except in the case of redeeming an impounded dog where the fees are required prior to the release of the dog and
 - v. any other information as may be required by the Chief Administrative Officer.
- (c) The Offence Ticket may be issued to such person:
 - i. either personally, or
 - ii. by mailing a copy to such person at their last known address, or
 - iii. at the time of the retrieval of such person's dog from impoundment.
- (d) Any By-Law Officer and any Animal Control Officer is hereby authorized and empowered to immediately issue a Violation Ticket pursuant to Part 11 of the *Provincial Offences Procedure Act, RSA 2000, cP-34*, as amended, to any person who a Peace Officer has reasonable ground to believe has contravened any provision of this By-Law.
- (e) Any person who:
 - i. Teases, torments, annoys any dog in the Village, or
 - ii. Removes or attempts to remove any dog from the Animal Shelter while it is impounded or interferes with the Animal Control Officer in any way while the Animal Control Officer is carrying out his or her duties under this By-Law.
- (f) Any person who contravenes any provisions of this By-Law or allows his or her dog to act in a manner so as to make it subject to penalty or impoundment under the provisions of this By-Law is guilty of an additional offence and liable on summary conviction, in addition to any fees payable by reason of an impoundment, to a fine of not less than One Hundred Dollars and costs, and in default of payment of such fines and costs, to imprisonment for a period of not less than seven days and not exceeding thirty days.

4. LIVESTOCK

- (a) No person shall keep Livestock in any area of the Village that is zoned Commercial or Residential.
- (b) Properties in Block 27, Block 41, east of the lagoon, Lot B Block 0 south of the railway, Lot 2 Block 31, and the N1/2 of Block 31 may house up to 4 horses or 4 cows.

- (c) Properties in the SE ¼ of Section 1, Range 4, Township 4, West of the 4th Meridian may house up to 50 head of horses or cows.
- (d) Livestock of any nature is permitted to attend or be exhibited at recognized Village Events such as Sports Days, 4H Achievement Days, Sleigh/Wagon rides, Trail Rides, etc. and approved by Council.
- (e) The RCMP is to be contacted for all concerns regarding livestock disturbing the public or being at large in the Village.

5. POULTRY

Neither domestic or wild poultry is permitted to be kept in any area of the Village of Edgerton.

6. WILDLIFE

- (a) Unless authorized by a License or Permit issued by the Provincial Minister of Forestry, Lands and Wildlife, or such comparable Provincial Minister, no person shall:
 - i. Pick up, handle, possess or transport any wildlife, or in any way disturb the young thereof, or
 - ii. Keep in captivity any wildlife, or
 - iii. Release within the Village of Edgerton, any wildlife or exotic wildlife, or
 - iv. Transport or control or have possession of any exotic wildlife or bird of prey for any purpose.
- (b) Any wildlife discovered in the Village shall not be disturbed. The By-Law Officer is to be contacted to arrange to remove any skunks. The RCMP is to be contacted for all other wildlife occurrences.

7. CATS

It is encouraged that only domestic indoor cats be fed in the Village.

100. Contract Remuneration Fee

The Village of Edgerton does not have a formal animal control officer. Any dogs at large; during business hours, the Village will attempt to impound the animal and turn over to the local SPCA. Outside of regular business hours, residents are advised to contact SPCA.

200. Schedule of Fines

Amount determined by council resolution recorded in the Fee Schedule.

H. CEMETERY

The Village of Edgerton oversees the care of the Edgerton Cemetery.

100. General

The cemetery is divided into 3 sections. Section A is the original cemetery and contains 158 plots, each holding 4 graves on the average. Section B was added on to the south side and contains 109 plots. These plots all vary in size, therefore, some hold 3-4 graves while others hold about 8. Section C is the newest part added to the north. It contains 131 plots, each holding 3-4 graves. There is also a section of this part designated for servicemen. There are approximately 600 graves in the cemetery.

There are annual cleanups held in the spring for the public to help clean up the site.

Village staff does maintenance the rest of the year.

200. Plot Costs

Individual plots are determined by council resolution and listed in the Fee Schedule.

300. Grave Preparation

The preparation of graves and completion of same is done by the Village of Edgerton subject to fee schedule established by council.

400. Murray Murdock Trust Account #8004-563

In December of 1998 a Village of Edgerton Trust for Murray Murdock was established from a donation of \$5000. US funds. These funds are held in a trust in the Encompass Credit Union Ltd. The interest from this trust is drawn out as required each year to cover the costs of maintaining the Murdock family graves and the graves of other old timers. Decisions on how the money is used are established by resolution of council on recommendation of cemetery committee. The Murdock estate set up a second Murdock Trust in 2002. This \$5000.00 (US dollars) functions under the same rules as the first trust fund (see above).

500. Cemetery Committee

The cemetery committee was set up by Council motion 11/10/09/02. The functions of this committee are: establish a beautification plan, develop policy on use and care by the public, encourage public involvement and make recommendation to council for consideration. The committee has authority to organize itself in a manner deemed appropriate.

The Village controls all financial matters. The committee upon request will present a budget to council for their approval. No expenditures outside the budget can occur without prior approval of council.

600. Weekend Burial Policy

Weekend funeral fee is the basic rate plus 4 hours overtime at 1 ½ times regular hourly pay.

700. Management & Regulation

The policy of the Village of Edgerton to manage and regulate the Edgerton Cemetery. The Cemetery is located at Pt NW 36 -43- 4- W4 comprising 6 acres more or less

1) *Interpretation:*

This policy shall be known as the “**Cemetery Policy**”

Definitions

- (a) “**Committee**” means the Edgerton Cemetery Committee consisting of seven (7) members: the Chief Administrative Officer, Foreman, Office Assistant, an appointed Councillor from the Village of Edgerton plus three (3) appointees from the Edgerton community. The office assistant shall be the committee secretary. The committee shall annually elect a chairperson.
- (b) “**Caretaker**” means the Village of Edgerton foreman in charge of the Edgerton Cemetery.

- (c) “Cemetery” means all that portion of Pt. NW – 36-43-4–W4 in the Province of Alberta on record in the land titles office for Northern Alberta Land Registration District.
- (d) “**Chairperson**” means the Chairperson of the Edgerton Cemetery Committee.
- (e) “Chief Administrative Officer” means the Chief Administrative Officer of the Village of Edgerton.
- (f) “**Council**” means the Council of the Village of Edgerton
- (g) “Lot” means a subdivision of the land for the purpose of burial in the Cemetery as shown on a plan of record in the Village Office.
- (h) “**Monument**” means any structure in the Cemetery erected or constructed on any lot or plot for memorial purposes.
- (i) “**Village**” means the Village of Edgerton in the Province of Alberta.

2) Control of Powers:

- (a) All powers granted to the Chief Administrative Officer and the Chairperson of the Edgerton Cemetery Committee by this policy shall be subject to the supervision and control of the council.

3) Edgerton Cemetery Committee:

- (a) The Edgerton Cemetery Committee which receives donations and gifts acts as an advisory body to the council as to the condition and maintenance of the Cemetery.
- (b) The committee may plan and make improvements to the Cemetery with the approval from Council.
- (c) The committee may propose additions and/ or changes to this policy for council consideration

4) Cemetery Plots:

- (a) The Chief Administrative Officer shall make all sales of lots and plots and receive all monies resulting from the sale.
- (b) The Chief Administrative Officer shall insure the following records are kept in a correct and up to date manner:
 - (c) Of all money received on behalf of the cemetery
 - (d) Of all expenditures made on behalf of the cemetery
 - (e) A book of records of each cemetery lot sold and unsold
 - (f) A book of records of all lot sales its location, name of purchaser, date of purchase, price paid; and who is buried in the lot with date and whether it is a burial or cremation.
- (g) The Chief Administrative Officer shall have the power to order that lots be sold in rotation or any manner so decided.
- (h) Should a body or cremated remains be disinterred from a grave in a plot, the plot may revert to the village at its original price.
- (i) Any unused lot or plot may be sold to the village at its original price.
 - i) All lots or plots purchased from the Village of Edgerton from January 1st, 2016 forward must have it ownership re-confirmed by the purchaser every ten years from the date of purchase in order to maintain ownership.

Should the lot or plot not be re-confirmed after the ten year anniversary date, the ownership of the lot or plot automatically reverts back to the Village of Edgerton to be resold. In the event that the original purchaser decides to re-confirm his/her purchase after the lot or plot has been resold, the Village will assign a new lot or plot to the original purchaser at no additional cost.

ii) All lots or plots purchased prior to January 1st, 2016 that are unused and that after due diligence in trying to locate the original owner fails, the ownership of the lot or plot will revert back to the Village of Edgerton to be resold.

(j) The price of a lot or plot, opening and closing fees shall be established by council resolution and subject to review.

(k) No lot shall be used for any purpose other than the burial ground for dead human bodies and cremated human remains.

5) *Murray Murdock Trust Fund:*

(a) This trust fund was established by Murray Murdock in December of 1998 and again in 2002 for the purpose of up keep of their family plot and then such other graves as deemed necessary by the committee.

(b) The Chief Administrative Officer is responsible for the administration of the Murray Murdock Trust account.

6) *Last Post:* The “Last Post” of the Cemetery shall be reserved for Veterans only.

7) *Monument Regulations:*

(a) All monuments must be placed on concrete pads that are level with the surface of the ground and be 12 inches (30cm) larger than the base of the headstone. The pad is anchored by at least 2 piles 12 inches (30 cm) in depth.

(b) Monuments can be a maximum height of 30 inches (67 cm). With prior permission, exceptions will be considered upon written application to the committee

(c) Full size grave covers and plot corner markers are no longer allowed.

(d) All new monuments in the Cemetery must be of granite, marble or other permanent material.

(e) No articles made in whole or part of glass shall be fixed to a monument or placed on a grave.

(f) No monument will be allowed to be erected on any grave or lot against which there are unpaid charges.

8) *Monument Permit:*

(a) On the approval of this policy by council a monument permit must be obtained from the Chief Administrative Officer before any monument is placed or erected and prior to any type of construction or concrete foundation is placed within the Cemetery.

(b) Any monument installed on a lot or plot without a permit is subject to removal by the village.

9) Monuments Requiring Repair:

- (a) The caretaker, from time to time, will report to the Chief Administrative Officer regarding monuments in disrepair. The Village will attempt to contact the owner or next of kin and request them to make the necessary repairs.
- (b) Whenever the owner or next of kin neglects to make the required repairs after notice has been sent to their last known address, the village shall refer the matter to the Committee for action.
- (c) The Committee may take whatever action it feels necessary to repair or remove a monument in disrepair.

10) Care and Maintenance:

- (a) The Village shall be responsible for the care and maintenance of the Cemetery and:
 - i) Shall prevent the placing of and remove unauthorized trees, shrubs, or planted flowers of any description on a plot or lot.
 - ii) Any trees, scrubs or planted flowers planted by the Village will conform to the plan for the Cemetery
 - iii) Shall seed all grave surfaces to grass
 - iv) Shall not allow any work to be done to a lot or plot without prior approval per section 8 of this policy
 - v) May remove from any lot or plot any funeral design or floral pieces that have become wilted or weathered.
 - vi) May remove or trim any trees, shrubs or plants situated on a lot or plot if they are affecting an adjacent lot or plot, walks, driveway or are detrimental to the appearance of the cemetery and;
 - vii) May remove fences, copings, and other enclosures which by reason of neglect or age have become objectionable.

11) Interments:

- (a) Graves shall be dug and internments made only by persons employed and under the direction of the Village.
- (b) All graves shall be dug to such a depth that a distance of at least three (3) feet (0.91m) intervenes between the top of the casket and the ground surface level. More than one body may be interred in one grave provided the top of the uppermost casket is at least three (3) feet (0.91m) below the ground surface level
- (c) It is the practice of the village to open a grave plot with the male buried on the north side of a plot facing east with the female buried on the right-hand side of the male. The next of kin may make a written request to have this usual village grave arrangement changed.
- (d) More than one body may be interred in one grave provided the top of the uppermost casket is at least three (3) feet (0.91m) below the ground surface level. The lower grave must be interred in a concrete rough box.
- (e) A burial permit is required to be presented to the Village by the person requesting a burial before any grave shall be opened for the interment.
- (f) All work in the Cemetery that may interfere with a burial shall be discontinued during the service
- (g) No casket shall be opened at the cemetery.

- (h) Cremations:
 - i) All cremated remains must be placed in a sealed container and buried in a plot purchased from the village.
 - ii) The opening and closing of a cremation site will be done by the village.
 - iii) It is the responsibility of the funeral home or next of kin to inform the village of size and shape of the sealed container to be buried.

12) Disinterment: Village of Edgerton:

- (a) Disinterment is controlled by provincial statute and village policy.
- (b) Persons requesting disinterment must provide, to the village, copies of provincial forms showing government approval.
- (c) Disinterment requests must be in writing to the village stating the reason, signed by the closest next of kin and witnessed by a commissioner of oaths.
- (d) The party requesting the disinterment must contact, in writing, the next of kin of all adjacent graves before disinterment will be considered by the village. Written proof of contact must be provided to the village. When the next of kin cannot be contacted the cemetery committee is authorized to act on their behalf.
- (e) Disinterment requests will be reviewed by the cemetery committee.
- (f) The cemetery committee will submit their recommendations to council for final review and approval.
- (g) Disinterment will be supervised by a licensed Funeral director on site to ensure that all required procedures are followed.
- (h) The actual disinterment process will be arranged and directed by the Funeral Director. The village will provide supervision to safeguard its interests. The supervisor will watch that adjacent graves are not disturbed, the grave is filled in, all other disturbed ground is restored and grass seeded on the plot. Safety of the work and site is the responsibility of the supervising Funeral Director and contractor operating the equipment involved.
- (i) The party requesting the disinterment will be billed a fee set by council to cover any costs to the village related to the disinterment.
- (j) The requesting party is responsible to pay for any damages that occur as a result of the disinterment.
- (k) The party requesting the disinterment will pay a damage deposit to cover any future unforeseen damages. This damage deposit will be paid at the same time the disinterment charges are paid. The village will hold the deposit for one year after which any unspent funds will be returned to the requesting party along with a statement of costs incurred. The amount of the damage deposit will be set by council.

13) Visitors:

- (a) All persons are prohibited from walking on lots, picking flowers, breaking or injuring trees, plants or shrubs or in any way damaging any monument or other structure or disturbing the quiet and good order of the Cemetery.
- (b) Persons carrying firearms are prohibited from entering the Cemetery except in the case of a military funeral or service.
- (c) Visitors are reminded that the cemetery is sacredly devoted to the internment of the dead and strict observance of the decorum, which should characterize such a place, will be required on the part of all.

- (d) No form of advertising shall be allowed or be displayed on graves or any part of the Cemetery.
- (e) This policy shall replace any regulations and policy upon coming into force.
- (f) This policy shall come into force and effect upon passing by council motion.

I. VILLAGE UTILITIES

100. Utilities Rates – Monthly

(These rates are set yearly by council in the Fee Schedule)

- 1) As per fee schedule
 - a. The basic water rate provides 15 cubic metres per month except for the months of May, June, July, August, and September where an additional 5 cu. m. is added to basic consumption.
- 2) Special Rates – Sewer (See Fee Schedule)
- 3) Special Rates – Water
 - a. Bulk Tokens/cu. m.
 - b. The basic water consumption rate is 15 cubic metres per month except for May, June, July, August when the basic rises to 20 cubic metres.
 - c. A per cubic metre will be charged for consumption over the basic.

200. Deposits

- 1) All residents who do not own property in the village are required to pay a deposit fee in advance to receive village utility services. Based upon a total of 3 month of service.

300. Turn on Charge

- 1) Turn on charges: reviewed and set in the Fee Schedule.
- 2) This charge is levied for new hook-ups and change of billing name.
- 3) Reconnect Charge is a charge to physically turn on water when service is disconnected for non-payment of bill or requested by owner.

400. Yearly Rate

Residents and businesses can pay their basic utility charges for a whole year and receive a 5% discount. See fee schedule.

500. Garbage Policies

- 1) 4 Yard Bin Holders
 - (a) Edgerton Foods
 - (b) Bin at Curling Rink/Arena
- 2) Guidelines for Waste Disposal
 - (a) The person in charge of a premise is responsible for any charges.
- 3) Exempt from garbage fees
 - (a) Royal Canadian Legion
 - (b) Anglican Church

- (c) Masonic Lodge
 - (d) Curling Rink/Arena
 - (e) Royal Purple
 - (f) United Church
- 4) Non-residents do not receive garbage residential pick up service unless they pay the non-resident fee as set by council. See Fee Schedule.
 - 5) Pick-up Frequency:
 - (a) All commercial bins will be picked up twice a month. Businesses requiring more frequent pick-ups will pay the current village negotiated rates. Each business will arrange extra pick-ups directly with the current waste company.
 - (b) Waste is picked up every Thursday morning and commercial bins are dumped every Tuesday or Wednesday morning.
 - (c) A limit of 4 bags of garbage will be picked up and all garbage is to be placed in a metal or plastic garbage can.
 - (d) As of November 22, 2008, the disposal site will be locked down at all times except for supervised hours of operation. Free open access to the site will no longer be available.
 - 6) Non-Village or M.D using Dry Disposal Site:
 - (a) Dumping fees have been established for non-resident persons. A non-resident is defined as any person who resides outside the Village of Edgerton and the surrounding fire district. The fees are reviewed each December. See fee schedule.
 - 7) Record Keeping
 - (a) Village personal will be on site and will record all items dumped at the Waste Transfer Site
 - (b) The record shall describe the item being dumped, the date and time, person dumping the items, and person recording the information.
 - 8) Hours of Operation
 - (a) Winter hours: October 1 to May 1. Tuesday and Thursday 2:00 p.m. to 4:30 p.m. and Saturdays 10:00 a.m. to 2:00 p.m.
 - (b) Summer Hours: May 2 to September 29. Tuesday and Thursday 6:00 p.m. to 8:30 pm. and Saturday from 10:00 a.m. to 2:00 p.m.
 - 9) Call out fee:
 - (a) Persons who want into the dry disposal site out of regular operating hours will be charged a call out fee. See fee schedule.
 - 10) Shingles at Dry Disposal Site:
 - (a) Asphalt singles, concrete & roofing material is no longer accepted at the dry disposal site. This is due to regulations of Alberta Environmental Protection.
 - 11) Compost Program:
 - (a) The collection of leaves and grass and the provision of clear garbage bags every spring and fall has been adopted as village policy.
 - 12) Disposal of refrigeration equipment and large appliances
 - (a) Refrigeration equipment and large appliances are to kept separate in locations set up for each
 - (b) The Municipal District of Wainwright has agreed to truck all such equipment away for disposal at their expense.
 - 13) Wire at the disposal site
 - (a) No wire of any type will be accepted at the dry disposal site.

- 14) Paint and Battery containers are provided at the disposal site.
- 15) Recycle bins are provided.

Site Holiday Operation Policy

- 1) When a Statutory Holiday falls on a day when the site is to be opened the site will close on that holiday and reopen the working day after the holiday.
- 2) The site will be kept open on the Edgerton Sports weekend.
- 3) Any changes in the hours of operation will be advertised, on posters put in the post office, on the office window and at the site gate.
- 4) Except in an emergent situation advertising will begin 2 weeks prior to the change

600. Sewer Policies

- 1) **Special Fees:** these special fees are set by council and adjusted yearly in accordance with basic sewer rate increase for the following Roll Numbers:
 - (a) 20700
 - (b) 21900
 - (c) 21800
 - (d) 15900
 - (e) 100
- 2) **Exempt from Charges** (own Septic tank) for the following Roll Numbers:
 - (a) 19500
 - (b) 14000
 - (c) 18900
 - (d) 19900
 - (e) 19400
 - (f) 19300
 - (g) 6600
 - (h) 400
 - (i) 12800
 - (j) 20000
 - (k) The following properties will have their basic sewer charge reduced to 50% of the regular rate beginning May 1st. 2004: 18000, 19000, 19001, 18700, 19100, 3400, 3500, 3300, 18100
- 3) **Sewer Maintenance Schedule**
 - (a) Council recommended to the foreman that the following problem areas be cleaned on a regular basis, once a year:
 - i) 51st avenue from 53rd street to 51st street
 - ii) Service line at 4905 – 50th avenue.
 - iii) 52nd avenue from 53rd street to 51st street
 - iv) 50th avenue from 49th street to 50th street
 - v) 54th avenue from 51st street to 50th street.
 - vi) 50th street from 54th avenue to lift station
 - vii) Lift Stn.
 - (b) The rest of the lines should be done every 3 years.
 - i) 7300

- ii) 3200
- iii) 15900
- iv) 12700
- v) 12900
- vi) 33700

650. Sewer Backup Policy

1) Purpose of Policy:

- (a) This policy is provided, as a guide to the handling of sewer problems within the village that impact privately owned property. It defines the responsibility the village has in relation to the property owner or resident.

2) General Guidelines:

- (a) Village staff or individual Councillors have no authority to make any commitments to anyone regarding a sewer problem. All concerns from residents and property owners must be submitted in writing to Council for their consideration; at no time should any expectations be conveyed to the letter writer prior to Council review.
- (b) Within this policy, “resident” will refer to the homeowner.
- (c) The following properties own their own sewer holding tanks and are responsible for any sewer backup that may occur.
 - Lots 2 & 3 of Block 31
 - Lots 1, 2 & 3 of the East Part of Block 26
 - Lots 27 through 40 Block 6
 - Block 41

3) Dealing with Sewer Problem: The following information will be made available to all residents explaining how to deal with a sewer problem.

- (a) When a resident has a sewer problem that they believe to be a sewer backup caused by some situation outside their property line, they are to notify the village immediately, prior to any work being done. Village phone number is 780-755-3933. Also call this number after hours and follow the prompts.
- (b) Should a sewer problem exist, the resident is advised to shut off water service to the property to ensure no further water is deposited into the system.
- (c) If the sewer problem is a result of any failure or deficiency on behalf of the Village of Edgerton; and the resident continues to use the water service provided by the Village, the resident will be liable for costs resulting from further use until the problem is rectified.
- (d) Once the Public Works Foreman and the Chief Administrative Officer from the Village is on scene and have determined that the problem is the responsibility of the village, an immediate effort will be made to restore service. Should the work required be of a major nature, the Village will call on qualified personnel to aid in the repairs.
- (e) Should the sewer failure be found to be on the private property or is a result of blockage which originated from the residence, all associated costs will be the responsibility of the property owner.
- (f) A resident must submit a letter to Council outlining their concerns regarding a sewer backup.
- (g) Village staff must report in writing to Council all incidents as they understand it involving the sewer backup.

- (h) Reports will be filed as follows: Sewer Incident File, Owner Property File and Foreman's Maintenance File.
- (i) No costs will be paid or committed to be paid until Village Council has had time to review the reports and circumstances.

4) Charges to Resident for Village Service:

- (a) Call out fees of staff during regular, after hours, weekends or holidays are as per the fee schedule.
- (b) Should the problem exist on the resident's property, only one call out will be charged per incident.

5) Damage caused by Sewer Backup:

- (a) The resident is initially responsible for all damages that occur to private property until proof of responsibility is determined.
- (b) All residents are encouraged to carry Sewer Backup Coverage on their insurance, including Line Locator Coverage.
- (c) Property owners are encouraged to and responsible to have a sewer backflow prevention valve installed at the point the sewer line enters the residence.

6) Damage to Sewer Lines Cause by Roots:

- (a) If roots damage water or sewer lines on private property and originate from a tree(s) on private property, the resident is responsible for all costs and repairs to the line.
- (b) If roots damage water or sewer lines on Village property and originate from a tree(s) on village property, the Village is responsible for all costs and repairs to the line.
- (c) If roots damage lines on private property and originate from a tree(s) on Village property, the Village will arrange to have the roots sheared on a regular basis and will pay for the costs incurred.
- (d) If roots damage lines on Village property and originate from a tree(s) on private property, the Village will arrange to have the roots sheared on a regular basis and will charge the resident for all costs incurred.

7) Payment Decisions:

Council at its sole discretion may:

- (a) Return none, part of, or the entire call-out fee. Council will consider when the call-out occurred, cause of the problem, time spent by staff and other factors related to the specific situation.
- (b) The Village on behalf of the resident will not pay any costs related to a sewer backup problem be it a hydro vac, a steamer or other machinery required.
- (c) The Village will pay up to \$100/day for hotel costs (as per submitted receipts) for accommodations if the Village is deemed responsible.

Motion 16/01/24/18

700. Water Policies

1) Exemption from basic charges:

- (a) Masonic Lodge
- (b) Arena
- (c) Curling Rink

- (d) Museum
- (e) SE corner of 4915 – 48th Street (see sewer exemption)

2) Special Conditions:

- (a) due to Freeze Stats the following properties on 49th and 50th Ave
 - i) 18000
 - ii) 17000
 - iii) 16000
 - iv) 15000
 - v) 14000
 - vi) 13000
- (b) These properties will be allocated 7 cubic meters of free water per month for 6 consecutive months due to potential freezing of the water lines
- (c) Note: In case of frozen line at 1400, there is a letter in their property file re concerns regarding their Freeze Stat
- (d) Paying for plumbing to thaw water lines:
- (e) When the village is called to thaw a frozen water line, the cost of hiring a plumber to install a union in the main waterline in the resident's property will be paid by the village if it is frozen on the village side of the main waterline. If the line is frozen on the resident's side of the main waterline, the owner is responsible to pay the plumbing costs. The installation of a union in the main service line is required to provide access for the thawing unit.

Motion 10/02/11/09

3) Water Shut Off Policy:

- (a) When a resident of the village requests water services to be shut off, the office will record the date, time, name of person requesting, and the date the service was shut off.
- (b) The village foreman will be informed; within a maximum one working day, except on a Friday P.M. and P.M. before a statutory holiday; by written memo by the office.
- (c) The village foreman will ensure the service is shut off within 24 hours of the notice being given to him, except on a day before a weekend or statutory holiday when the 24-hour period will begin at 8:00 A.M the first work day following.
- (d) The village foreman will write the date and time in his record book.
- (e) When a building is connected to water service is to be permanently disconnected from service for any cause a disconnect fee will be charged as per the fee schedule.

4) Meter Installation:

- (a) The village provides water meters and remote readouts to a property. The cost of installation is the owner's responsibility and must be done by a licensed plumber approved by the village and in a manner acceptable to the village.

5) Meter Check Charges:

- (a) All costs for water meter checks will be assessed to the ratepayer requesting the check. Costs will be reimbursed if the meter is over-metering more than 2%.

Motion 06/08/28/02

6) Sale of Water to Oil Companies

- (a) Requests from oil companies to buy water from the village are decided by council.

Motion 07/03/12/03

7) *Paying for plumbing required to thaw water lines:*

When the village is called to thaw a frozen waterline the cost of hiring a plumber to install a union in the main waterline in the resident's property will be paid by the village if it is frozen on the village side of the main water line. If the line is frozen on the resident's side of the main water line, the owner is responsible to pay the plumbing costs. The installation of a union in the main service line is required to provide access for the thawing unit.

Motion 10/02/11/09

800. Billing of Utilities

- (a) Utilities are billed once a month to persons who rent property. The first month's bill is based upon the basic rate; the next month is billed on basic rate plus meter reading.
- (b) Customers who own the serviced properties are billed every other month.
- (c) Customers who pay yearly are billed every other month for consumption over the basic amount of water.
- (d) Water meters are read bi-monthly for all customers.
- (e) Bi-monthly customers who demonstrate a problem paying their bill can be switched to monthly payments at the village's discretion.
- (f) Snow must be cleared away from the meter.
- (g) Dogs must be kept on a leash away from the meter.

900. Handling of Overdue Utility Accounts

- (a) Bills not paid by date due on their bill are charged a service fee.
- (b) Bills not paid by the next billing date receive an overdue notice on their next bill.
- (c) Bills not paid by the third bill are warned that the service will be suspended if not paid by the date due.
- (d) The foreman has the option to give one more warning before shut-off occurs; customers have the opportunity to pay that day without shut-off.
- (e) Customers who have received shut-off notices must pay bill in full or their water will be shut off and a service charge will be applied to turn the water back on.
- (f) Bi-monthly customers who receive more than 2 shut off notices in a row or have their water shut off will be required to go on a permanent monthly billing schedule.
- (g) Tenants who receive more than 2 shut-off notices in a row or have their water shut-off will go directly to a shut-off notice, eliminating the overdue step. This procedure should control the situation where the amount overdue exceeds the deposit.
- (h) Outstanding utility accounts will be added to the tax notice when the property is put up for tax sale or is sold privately.

1000. Call out Fee

Anyone requesting water tokens and/or potable water outside regular working hours will be charged a call out fee established by council as per the fee guide schedule. This fee is to be paid to the village.

1100. Application for Purchase on Account

Companies and businesses that need to purchase village bulk water are required to complete an application for credit and file it with the village. The application for credit is found in Appendix H.

J. FEES FOR SERVICE

* Updated Yearly by Council = Approved Jan. 24, 2018 unless noted otherwise

ITEM	FEE	COMMENTS
Capital Infrastructure Fee	10.00	Per month-\$5 for water, \$5 for sewer
Garbage Service Fee includes Commercial	26.00	Covers weekly pick up; landfill, incinerator
Garbage bin fee – 4 yd.	55.00	Pays 2 dumps/month
Garbage bin fee – 6 yd.	65.00	Pays 2 dumps/month
Non Resident dump fee	85.00	½ ton truck per load
	160.00	1 ton truck per load
	320.00	Over 1 ton truck per load
Sewer Rates Basic	28.00	Per month
Sewer Special Rates	56.00	4 Plex; Manor; Restaurants; Oasis
Sewer MD Resident	43.00	
Water Basic Rate	32.00	20m3; 25m3 (May, June, July, August)
Charge over Basic	1.75	Per m3 over basic allocation
MD Water Rate	45.00	
Water Tokens	10.00	1 cubic meter bulk water
Discount for yearly payment	0.05	5% of garbage, water and sewer
Utility Penalty for Overdue	0.05	
Utility Deposits	258.00	Basic rates x 3 months
Call out fee water	87.00	For call out and \$26/hr after 3 hours
Call out fee garbage	42.00	Out of regular working hours & non resident
General Service Fees		
NSF Cheque	30.00	Plus bank charges
Photo Copy	0.30	Letter Size one side
Photo Copy (Color)	0.75	Letter Size one side
Photo Copy	0.30	Legal Size
Double Sided	0.10	Add to one side page
Fax	1.25	Per page
Long Distance Fax	1.50	Per page
Non-resident Business licenses	50.00	One week – 7 days
Non-resident business licenses	250.00	One year – 365 days
Map MD	25.00	Village cost \$10.00
Pins	3.50	
Clean Private Property	62.00	Per hour; bill owner; can add to taxes
Clean Private Driveways	62.00	Per Hour
Use of Backhoe	112.00	Per hr, does not leave village, one driver

Use of Truck	82.00	Per hour; does not leave village, one driver
Dog License	7.00	If neutered
	14.00	If not neutered
Double regular cost		If not licensed when apprehended
Dog Fines first	40.00	
Dog fines second	80.00	
Dog fines third	X2	
Kennel License 4 – 9 dogs	50.00/dog	6 month term; only if registered prior to acquiring
Kennel License 10 + dogs	100.00/ dog	3 month term, no extensions
Offence Tickets		For any by-law infraction other than dog
First offence	40.00	
Subsequent offences	X2	Repeat offence fines are double the previous fine
Water Service Fees		
Thaw water line	62.00	Per hour for 2 men (\$35/hr for one)
Turn on charge	22.00	Account change fee, admin.
Reconnect during business hours	52.00	Due to outstanding bill and actual turn on
Reconnect after business hours	102.00	
Test water meter	42.00	If within 2% correct; plus bench charge
Remuneration Fees		
Meeting Rates	50.00	1 – 2.99 hours
	95.00	3 – 4.99 hours
	195.00	5+ hours (all day)
Subsistence rates -receipts required	18.00	Breakfast
	25.00	Lunch
	40.00	Dinner
Mayor Honorarium	500.00	Per Month
Mileage	.54	Per Kilometer
Accommodations		Actual cost with receipt
Cemetery Costs		
One Plot	300.00	
Grave Digging	500.00	
Cremation	200.00	
Development Fees		
Permit	45.00	
Home Occupation	45.00	
Discretionary Use	125.00	Relax / vary regulations
Demolition / Removal	30.00	

Amend land use bylaw	300.00	Cost of application
Appeal Decision	190.00	To dev, appeal board
Tax cost & Penalties		
Realtor info request	15.00	
Tax certificate	20.00	
Compliance certificate	20.00	Plus, any extra costs
Statement of assessment	20.00	Assess / certificate / detailed + extra costs
Tax arrears list	80.00	Against property; add to taxes
Land Use Fees		
Subdivision application <4 lots	190.00	Plus, GST; pay with application
< 4 lots cost / lot	125.00	Plus, GST; pay with application
<4 or more lots	190.00	Plus, GST
4 or more lots / lot	380.00	Plus, GST; pay with application
4 or more lots / lot	190.00	Plus, GST; pay with application
4 + lots endorsement	190.00	
Time extension < 4 lots	36.00	All land fees paid to municipal planning
Time extension 4 + lots	70.00	
Subdivision appeal	60.00	
Assessment Appeal	60.00	Refund if successful
Appeal to Municipal Government Board	65.00	Non-resident / linear
Land Costs		
Trailer lot 50'		50' x 128'
Residential lot	18,000.00	60' x 140'
Residential lot	20,000.00	65' x 140'
Residential lot		70' x 140'
Commercial/Industrial	104.50	Based on frontage foot
Campground Fee	25.00	Paid in advance
	600.00	Per month paid in advance (4 free nights)
Sewer Dump	5.00	No fee if staying at the campground
GST may be added to fees		

K. EQUIPMENT USE POLICY

100. Use and Loan of Village Equipment

- 1) Village equipment is available to the citizens and businesses for small amounts of work and charged the hourly rate as set out by fee guide schedule if the Public Works schedule permits.
- 2) Small amounts which constitute work that amount that is too small to hire a private contractor
- 3) Village equipment is not to compete against private enterprise.
- 4) Village equipment is provided only with a village employee operating the machine.
- 5) Village equipment used by community service groups and sports groups for minor work will not be charged. A village employee will be assigned to operate the equipment.

200. Use of Village Skunk Traps

- 1) The village will use its skunk traps to trap skunks only.
 - (a) The skunks, after being caught, will be disposed of in a manner that is humane and meets the guidelines of the SPCA.
 - (b) The village will dispose of skunks caught in village owned traps that are properly designed for trapping skunks. (motion 09/07/23/09)
 - (c) The village trap will not be allowed to trap cats nor the disposal of stray cats in any manner. Any cats inadvertently trapped will be released.
 - (d) The village trap will not be loaned to any individuals to trap animals.

300. Sports Ground Care

- 1) Mowing of ball diamonds. Village workers will mow the playing field of the ball diamonds as required.
- 2) Cost of equipment, fuel & maintenance charged to recreation plus wages.

L. TRANSPORTATION

100. Traffic Signs

- 1) Traffic Signs have been placed regarding:
 - (a) Traffic control, stop and yield signs.
 - (b) Speed Zones – school, playgrounds
 - (c) No Parking – fire lane
 - (d) Directions – Edgerton Cemetery, “You Are Here” map at museum, Sports Grounds, Golf Course.
- 2) The following traffic signs are in place:
 - (a) Stop Signs
 - i) On all streets and avenues intersecting Highway #610 and #8
 - ii) East & west corners of 50th St and 50th Ave.
 - iii) On the corner of 50th Ave. at 52nd St
 - iv) On north & south corner of 51st St & 54th Ave.

(b) Yield Signs

- i) On 50th Ave. at 48th St, 49th St, and 51st St.
- ii) On 51st Ave. at 48th St, 59th St, 50th St, and 51St.
- iii) On 52st Ave. at 49th St
- iv) On 53rd Ave. at 51st St, and 54th Ave.
- v) On 54th Ave at 50th St, 53rd Ave, and 52nd St.
- vi) On 55 Ave. at 51st St
- vii) On 56th Ave at 51 St and 52nd St.
- viii) On 57th Ave at 51st St and 52 St.

200. Off Road Vehicles

- 1) No person without a valid driver's license or learner's permit shall operate an off road vehicle within the Village of Edgerton.
- 2) No off road vehicle shall be operated within the village except to get in and out of the village by the most direct route and will use alleys and lanes.
- 3) Speed shall not exceed 10 mph.

300. Snow Removal

The Village of Edgerton acknowledges that it has a responsibility to remove snow from Village road ways in a timely manner. The residents of Edgerton must also be aware that due to Village safety and fire access some streets must always be kept as clear as possible. The purpose of this policy is to provide direction to all current employees, contractors, sub-contractors and agents of the Policy regarding the removal of snow. Budgetary constraints may also result in streets that have a higher priority will be cleaned before others.

Definitions For the purpose of this policy:

- (a) **“Regular hours”** include the regular hours of operation for the Village staff which is Monday to Friday (8 hours/day) for Public Works and Monday to Friday (7 hours/day) for Office staff.
- (b) **“Village”** refers to the Village of Edgerton.
- (c) **“Staff”** refers to any employee of the Village of Edgerton including full-time, part-time, elected and contracted.
- (d) **“CAO”** refers to the Chief Administrative Officer.
- (e) **“Blade Snow”** will mean having to push snow to either side of the street or in the middle of the street to allow for one lane traffic movement.
- (f) **“Sanding”** will mean applying an abrasive material to the street by calibrated mechanical spreaders to improve vehicle traction.
- (g) **“Snow Drifts”** are the deposit of snow blown in from high winds which make it hard or unsafe for vehicle passage.
- (h) **“Snow Removal”** will mean the complete removal of windrowed snow from the roadways to a snow storage site.

Policy Statement

The purpose of this policy is to create a snow removal plan which will allow the Village to; improve winter safety and to remove snow to minimize economic loss to the communities.

Priorities for Snow Removal

Snow clearing shall be undertaken in order of the following priorities during normal business days:

- a) Priority 1 50th St to 53rd St on 50th Avenue
49th Ave to 51st Ave on 50th Street
Fire Hall and Fire Hydrants
- b) Priority 2 Major Intersections
Community Centres Parking Lots
Alleys and Waste Collection site
- c) Priority 3 All other streets

The Council/CAO/Foreman may amend the priority assignments in response to specific conditions or circumstances.

Snow Removal during the weekends and Stat Holidays shall be performed by the person who is on call and shall follow the order below:

- a) Edgerton Fire Department (if there is a large deposit of snow)
- b) Clear around Fire Hydrants

The Foreman will be responsible for determining if snow removal is required on weekends/Stat Holidays.

The Process for Snow Blading, Sanding, Snow Plowing and Snow Removal

- a) The backhoe/skid steer will be used to clean approaches, intersections, parking lots and used for quick cleaning of priority routes due to one staff being able to clean up.
- b) The MD grader will be used to windrow the snow into the middle of the street as per the MD's schedule.
- c) The sanding truck will be used to apply abrasive material for traction when needed and decided by the Public Works Foreman.
- d) When able, snow removal, blading and cleaning will occur as much as possible when there is more than one Public Works Staff to increase efficiency and limit extra hours.
- e) Snow will only be removed outside regular work hours when required and will be decided by the CAO and the Public Works Foreman. It will depend on equipment availability, available staff, amount of snow and other more pressing tasks (i.e. - water testing)

Residents – Sidewalk Snow Removal

Any occupiers of any property shall be responsible for removal of snow, ice, dirt, debris or other material within twenty-four hours in commercial areas and forty-eight hours in residential areas.

No person shall place snow, ice, dirt or other material onto the street or avenues or other public places within the corporate limits of the Village, excepting 49th Ave to 51st Ave on 50th Street and 50th St to 53rd St on 50th Ave.

No piling of snow, ice, dirt, debris or other material on St/Ave corners which would impede the sight of motorists or pedestrians is allowed.

Failure to comply with this policy will result in:

- a) First Offence – written warning will be issued.
- b) Second and subsequent offences receive a fine as per the Village Fee Schedule and the cost of snow removal by Village staff as per the Fee Schedule

M. Campground

- 1) The fees are set yearly as per the fee schedule.
- 2) Sewer dump fee is set as per the fee schedule.
- 3) Daily/week-end rates may only be reserved when accompanied with a one-night deposit which is forfeited if the site is unused and not cancelled 2 days prior to use.
- 4) Weekly and monthly rates may be reserved at any time and must be accompanied with a 20% deposit as per fee schedule which is forfeited if the site is unused or cancelled at any time.

N. Public Welfare

The Village of Edgerton is a member of Family and Community Services, Disaster Services, Ambulance, 911, Community Futures and Battle River Lodge.

In times of emergencies, we have adopted a Disaster Services Agency to guide the village's response. By-Law #05/98 is the legal basis for the agency. The plan is on file at the village office and fire station.

O. Nuisance and Unsightly Property

Community Standard Policy -- Under Nuisance Bylaw #02/06

Policy Statement:

The purpose of this policy is to establish a guideline as to what is considered to be the community's standard to the maintenance of land and buildings within the Village of Edgerton. This policy is designed to assist the Bylaw Enforcement Officer in determining what would be considered a nuisance and untidy or unsightly property.

Procedures:

The following shall be considered a standard to which the residents of our community expect to see land and buildings maintained to:

1) Overgrown grass and weeds:

- (a) The owner or occupant of land shall not cause or permit the land to be overgrown with grass or weeds. For the purpose of this standard "overgrown" means in excess of 15 centimetres (6 inches) in height.
- (b) This standard does not apply to any growth which forms part of a natural garden that has been deliberately planted to produce ground cover, including one or more species of wildflowers, shrubs, perennials, grasses or combination of them, whether native or non-native, consistent with a managed and natural landscape other than regularly mown grass.

2) Yard Maintenance:

- (a) A yard shall be kept free and clean from the following garbage and junk which included the accumulation of used lumber, cardboard, paper, newspapers, appliances, furniture, tires, cans, barrels, scrap metal or other waste materials. The following also apply:
 - i) Limit of one unlicensed vehicle on residential property;
 - ii) No junked vehicles are permitted in residential or commercial land use districts. The definition of a junked vehicle means any automobile, tractor, truck, and trailer, partly wrecked, dismantled, partly dismantled, inoperative or abandoned condition. This standard does not apply where the vehicle is completely stored within a structure and is not visible.
 - iii) Limit of four (4) tires providing that they are stacked neatly and are reusable.
 - iv) Building supplies and metal are permitted only if they are neatly stacked and the material is reusable. Any building materials such as lumber and scrap metal shall be neatly stacked in piles which are elevated off the ground to prevent harboring of rodents; vermin and insects.
- (b) Holes and excavations in yards that could cause an accident or injury are to be filled in.
- (c) Dead or hazardous trees are to be cut down and hauled away or cut up in firewood lengths for that use.
- (d) A yard shall be graded to prevent excessive pooling of water and excessive dampness around buildings and structures.

3) Fences:

- (a) Fences shall be maintained in a safe and reasonable state of repair.

4) Accessory Buildings:

- (a) Accessory buildings shall be kept in good repair and free of health, fire and safety hazards.

5) Sea Containers: (Sea Cans, Portable Garages, Shipping Containers, or Metal Storage Containers) typically, metal self-contained storage buildings 8 ft. by 8 ft. or more in length. Temporary Canvas Tent Structures (TCTS).

- (a) The placement of a Sea Container is prohibited on any property within the residential districts in the Village of Edgerton. Existing Sea Cans and TCTS are grandfathered prior to approval of this bylaw.
- (b) An exception to point a) is that a Sea Can or TCTS may be placed on any property for a temporary 6-month period to accommodate construction, move-in, move-out or other temporary use. A penalty may be charged if the Sea Can or TCTS remains on the property beyond 6 months.
- (c) The placement of a Sea Can or TCTS may at the approval of the Development Officer be located in a commercial district in the Village of Edgerton. The Sea Can or TCTS must be completely obscured from view from any neighboring property or from the street or alley. All conditions, requirements, discretionary use, size placement, duration, etc. will be at the decision of the Development Officer.
- (d) The placement of the Sea Can or TCTS will be permitted in an Industrial District provided it is in good repair and that the landscaping is maintained

around it. Yearly inspections will be performed to endure compliance. Should compliance not be met within 180 days of written notification the Village will have the option to impound the Sea Can or TCTS and dispose of it at their discretion. Sea Can or TCTS located on the property must conform to all of the Village Land Use Bylaws, specifically as it pertains to height, side, front and back yard setbacks.

- (e) All Sea Cans or TCTS require a development permit.
- (f) All Sea Cans or TCTS in excess of 100 sq. ft. will be included in the property's Tax Assessment.
- (g) A Development Permit and Tax Assessment are not required if an Industrial Lot is designated by Council as a storage facility.
- (h) If a Sea Can is used for the storage of flammable liquids, combustible liquids, or hazardous chemicals, a place card posted on the entrance door is required that sets out the size and orientation requirements contained in the Transport Dangerous Goods Regulation, Part 4, under the Transportation of Dangerous Goods Act (Canada).

P. Library

1) *Library Board Responsibilities:*

- (a) Inside decor (i.e.: painting, desks, shelving, electrical and internet outlets, service providers, wall accents, floor mats).
- (b) Minor repairs (i.e.: replace light bulbs, maintaining squeaky hinges, floor cleaning, wall cleaning, furnace filter cleaning, key and alarm code security).
- (c) Removal of snow on sidewalk on 50th Ave in front of the Library and keeping this sidewalk free of debris and obstacles.
- (d) Report to Village council through Council Rep on the Library Board.

2) *Village Responsibilities:*

- (a) Provide a Library Board Rep.
- (b) Maintain exterior of the building.
- (c) Clean and maintain flags, sidewalk and flower garden on 51 St adjacent the Library.
- (d) Maintenance, repair or replace furnace, A.C., and water heater as needed.
- (e) Maintain Common Washrooms, Common Entrance and Common Door.

3) *Extra Ordinary items:* All changes to the structure, walls, wiring, etc. must be approved by Council prior to any work being done.

4) *The Library and Library Board cannot* indebt the Village in any amount for any reason.

5) *Should any emergency* arise the Village Administration is to be contacted immediately.

6) *Any issue not addressed* in this policy requires Council direction prior to action.

Q. Sports Association

1) *Sports Association Responsibilities*

- (a) Will be responsible for all finances.
- (b) Day to day management of the Sports Grounds.
- (c) Maintenance and repairs to buildings and fences.
- (d) Will be responsible to host/manage all events on the Sports Grounds.

2) *2Village Responsibilities*

- (a) Assist with capital expenses, example- brushing/leveling parking, new building, etc.
- (b) Assist with mowing grass prior to Sports Days and ball diamond for games.
- (c) Provide general insurance.

3) *As part of our policy* the board cannot indebt itself and or the Village for any amount for any reason.

R. Historical Society/Museum

1) *Historical Society/Museum Responsibilities*

- (a) Will be responsible for all finances.
- (b) Will be responsible to host/manage all events at the Museum Grounds.
- (c) Will be responsible for all maintenance and upkeep on the Museum Grounds.

2) *Village Responsibilities*

- (a) Provide snow plowing as requested, and weed spraying once a year.
- (b) Provide general insurance.

3) *As part of our policy* the board cannot indebt itself and or the Village for any amount for any reason

S. Curling Club

1) *Curling Club Responsibilities:*

- (a) Will be responsible all finances.
- (b) Will be responsible to host/manage all events at the Curling Rink.
- (c) Will be responsible for all maintenance and upkeep of the Curling Rink.

2) *Village Responsibilities:*

- (a) Provide general insurance.
- (b) Clean snow from the parking lot(s), mow grass.

3) *As part of our policy* the board cannot indebt itself and or Village for any amount for any reason.

T. APPENDIX

APPENDIX A: Record Disposition Form

SCHEDULE C

Substantive/Confidential Records Disposition Index By-law 07/99

Name of Record	Date Record Formed	Date Record Destroyed	Retention Time Required	Initials of Destroy Person
1. _____				
2. _____				
3. _____				
4. _____				
5. _____				
6. _____				
7. _____				

I, _____, of the Village of Edgerton attest that the above-named records were destroyed at the Village office in a manner that information was completely obliterated, with no copies retained.

Signature of destroying person

Date

I, _____, was present when the above listed records were destroyed as required by By-law 07/99 of the Village of Edgerton.

Signature of witness

Date

APPENDIX B: Community Development Program Application Form

VILLAGE OF EDGERTON

COMMUNITY IMPROVEMENT PROGRAM

This program provides property owners for relief of the Municipal Taxes only.

1. Name of Applicant: _____

2. Property: Lot _____; Block _____: Plan _____.

3. Type of Request: Demolition _____. (Check correct one)

Vacant Property _____.

Village Owned _____.

4. Permit: Date issued _____; Number _____

Value of permit: _____. (Attach a copy)

5. Date development completed: _____.

6. All accounts with village are paid up to date (yes, no): _____.

7. Applicant: I have read, and I understand that my school taxes must be paid in full before August 31 of the current year or the exemption for the municipal taxes becomes payable in full as well.

Signature of Applicant _____: Date _____.

OFFICE USE ONLY:

1. Date of council first year approval: _____

2. Date of council second year approval: _____

3. Date of council third year approval (demolition only): _____

Signature of Mayor: _____; Date _____.

Signature of CAO: _____; Date _____.

APPENDIX C: Edgerton Development Program Application

EDGERTON DEVELOPMENT PROGRAM APPLICATION

1. Name of Applicant(s) _____

2. Date of Application _____
3. Property: Block _____ Lot _____ Plan _____
4. Type of Request:
 - A. House:
Size: _____
Value: _____
Expected start date: _____
Expected completion date: _____
 - B: Mobile Home
Size: _____
Value: _____
Year Built: _____
Date to be placed on: _____
Date of completion: _____

Percentage approved by council: _____

Signature of Applicant(s)

Date Approved by Council _____

Chief Administrative Officer _____

Mayor _____

Acceptance of the Edgerton Development Program

I have read and understand all clauses of the Edgerton Development Program. I will adhere to the program.

Signature of Applicant(s)

Office use only: Deposit received _____ Contract completed _____ Deposit refunded _____
--

APPENDIX D: Form Letter – Property Tax Instalment Plan

PROPERTY TAX INSTALLMENT PLAN APPLICATION

NAME: _____ ROLL NO. _____

ADDRESS: _____

I/We apply to enroll in the Village of Edgerton Property Tax Installment Plan under the following terms and conditions:

1. Time of Payment:
5th of month _____ 17th of month _____
(Please check one)
2. Method of Payment – postdated cheques
Other: _____
3. Should any payment be returned “N.S.F.” or “Account Closed”
 - a) Then the payment, plus applicable service charges, must be replaced within 14 days of being returned, or
 - b) All unpaid taxes become due and payable.

I/We understand that my/our participation in the plan will be terminated under any of the following conditions:

1. Should I/We fail to provide the authorization as requested in Item 2 above?
2. Should any payment be returned “N.S.F.” or “Account Closed” a second time?
3. Should the above noted property be sold:
 - a) It is my responsibility to immediately notify the Village office of this and;
 - b) Cancel the remaining postdated cheques and;
 - c) All unpaid taxes become due and payable.

Date

Telephone

Signed

Accepted by:

Village of Edgerton

APPENDIX E: Form Letter – Tax Arrears Program

Council Members
Village of Edgerton
Edgerton AB
T0B 1K0

Dear Council members:

I/We would like to apply to set up a tax payment plan to pay my tax arrears, current taxes and penalties.

My total arrears and penalties to date are: _____
Costs of tax recovery to date are _____
The village estimates future taxes: _____
TOTAL TAXES OWING _____

Amount to be paid during current year (payment x months) _____
Penalty on future taxes: (12% x estimates taxes) _____
Total owing at year end _____
Penalty January 1, of New Year (year end amount x 6%) _____
Amount to be paid in New Year _____
Total Payments for New Year (\$ amount x months) _____
Amount owing at year end _____

Amount to be paid during calendar year (payment x months + final payment) _____
I am prepared to enter into an agreement to pay my tax arrears, current taxes and penalties by _____.

I will make monthly payments of _____ for the next _____ months.

All my arrears, taxes and penalties will be paid in full by _____.

Your consideration of this request is appreciated.

Yours truly,

APPENDIX F: Tax Arrears Payment Plan Agreement

TAX ARREARS PAYMENT PLAN AGREEMENT

MEMORANDUM OF AGREEMENT made in duplicate this _____.

BETWEEN:

(Hereinafter referred to as the “Landowner”)

AND

Village of Edgerton

(Hereinafter referred to as the “Municipality”)

WHEREAS the Landowner is the owner of the parcel legally described as

(Hereinafter after referred to as the “Lands”) and,

WHEREAS the Landowner acknowledges that the Lands are in tax arrears taxes have and are subject to tax recovery proceedings; and

WHEREAS, the Landowner wishes to enter into an agreement to provide for the timely payment of all tax arrears and any taxes that will be levied during the term of this Agreement; and,

WHEREAS, the Municipality is agreeable to entering into such an agreement, pursuant to section 418(4) of the Municipal Government Act (MGA);

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual terms, covenants, and conditions herein, the parties hereto agree as follows:

1. **TERM OF THIS AGREEMENT**

The term of this Agreement shall be from _____.

2. METHOD OF PAYMENT

- a) Payment shall be made as calculated within "Schedule A," hereto attached and forming part of this Agreement.
- b) Payment shall be received on the _____ day of each month beginning on the _____
- c) The Landowner hereby acknowledges and agrees that if he fails to make payments in accordance with 2(a) above, unless prior written waiver is provided by the Municipality, during the term of this Agreement, this Agreement shall be null and void, and the Municipality shall be entitled to proceed with tax recovery actions in accordance with the MGA.
- d) Should the Landowner sell the lands at any time during the term of this Agreement, all tax arrears, penalties, and costs to which the Municipality is entitled under Division 8 of Part 10 of the MGA shall immediately become due and payable.

3. MUNICIPAL RESPONSIBILITIES

- a) The Municipality agrees that it shall not pursue tax recovery proceedings relating to the property while this Agreement is in effect.
- b) The Municipality further agrees that upon full payment of all arrears the tax recovery notification shall be removed within thirty (30) days of funds being deposited with the Municipality.

4. GENERAL

- a) This Agreement shall insure to the benefit of and be binding upon the parties hereto and, except as hereinafter may otherwise be provided, upon their executors, administrators, successors and assigns, if any.
- b) This Agreement shall be interpreted and governed in accordance with the laws of the Province of Alberta and the forum for all disputes arising from this agreement shall be the Courts of the Province of Alberta.
- c) All terms, conditions and covenants within this Agreement shall be severable. Should any term, condition, or covenant herein be declared invalid or unenforceable by any court having the jurisdiction to do so, the remaining terms, conditions and covenants of this Agreement shall not be thereby affected and shall remain in full force and effect.
- d) This Agreement may be registered as a caveat against the Lands.

5. TERMINATION

This Agreement shall come to an end:

- a) If the Landowner fails to make a payment contemplated by the Agreement On the date it is required;
- b) If the Landowner files for, or is placed in, bankruptcy; or
- c) Some other party takes legal proceedings in respect of the Property.

Upon termination the full amount of the outstanding taxes (including interest) is immediately payable to the Municipality.

6. REPRESENTATIVES

For the purposes of this Agreement, the following named individuals are the representatives of the parties to this Agreement and are hereby enabled to perform all obligations of the parties to this Agreement as contained within this

Agreement:

For the Landowner:

For the Municipality

(Name)

Chief Administrative Officer
(Name)

Box , Edgerton T0B 1K0
(Address)

Box 57, Edgerton T0B 1K0
(Address)

7. SIGNATURE

Witness

Witness

Landowner

Municipality

Schedule A

1. Description of Property
Tax Arrears Payment Calculations for

(Legal description of property)

2. Payment Calculation
Current Tax Arrears & Penalties _____

Anticipated Taxes Levied

- Property

Total Tax _____

3. Payment Schedule
Payment shall begin on the _____ day of _____ and shall
be made: monthly thereafter.

4. Payment Calculation

Total Tax \$ _____ divided by _____ = \$ _____

5. Tax payments will be completed when _____ payments of \$ _____ are made

APPENDIX G: Tax Arrears Payment Plan – Ratepayer

TAX ARREARS PAYMENT PLAN

A. Purpose of the plan

The Village of Edgerton has adopted a special payment plan to help property owners whose taxes are in arrears.

This plan is offered to property owners after their tax arrears are registered with land titles for tax recovery purposes.

Section 418 (4) of the Municipal Government Act allows a council to offer this plan

B. Conditions attached to the plan:

- your property will be registered for tax recovery with land titles. (required by law)
- the plan must outline a payment plan to pay all tax arrears, current taxes, fees and costs incurred to date in the tax recovery process
- no extension to payment plan will be granted unless prior written waiver is provided by the municipality
- if you plan to pay your tax arrears and current taxes on or before October 31 of this year no penalties or interest will be charged.
- if your plan to pay your tax arrears and current taxes extends beyond October 31 of this year interest on the outstanding tax arrears and the penalty on current taxes will be added on.
- The repayment plan cannot extend beyond 3 years. At the end of the 3 years all tax arrears and current taxes must be paid in full. (Remember penalties and interest are added on after October 31 this year)
- The village agrees that it shall not pursue tax recovery proceedings as long as the agreement remains in effect.

C. Termination of the agreement

This agreement will be terminated if you fail to make a payment; file or are placed into bankruptcy; and/or some other party takes legal proceedings in respect of the property.

D. Result of Termination

If this agreement is terminated all outstanding taxes, penalties, interest, fees and costs become fully payable. In addition, tax recovery proceeds in the same manner had this agreement not been entered.

E. How to apply:

1. Write a letter to the village requesting consideration under the “Tax Arrears Payment Plan. Include in the letter:
 - method of payment, examples: cash, cheque, post-dated cheques
 - how many months the payments will be over
 - how much each payment will be
 - plan must show payment of tax arrears and current taxes
2. Council will consider your plan and apply the following conditions:
 - if the payment plan shows arrears and current tax will all be paid on or before October 31 of this year, council will approve the plan
 - if the payment plan is beyond October 31 council can accept, reject or accept subject to changes.
3. Once council makes its decision you will be asked to complete and sign the tax arrears payment plan agreement. The office will help you complete the agreement.
4. The village office will work with you to prepare the letter of request to council. Please phone and arrange a time we can sit down together to do so

APPENDIX H: Application for Credit for Bulk Water Purchase

VILLAGE OF EDGERTON

APPLICATION FOR CREDIT FOR BULK WATER PURCHASE

Purpose of application: Bulk water purchase _____

Other: _____

Name of Company: _____ Phone: _____

Address: _____ Cell: _____

_____ Fax: _____

Postal Code _____

Name of Person applying _____

Position _____ Phone _____ Fax/E-mail _____

References	Address	Phone
Bank/Credit Union		
Finance Company	APPENDIX B Form on computer –general files	
Major Supplier		
Major Supplier		

Industry: _____

Type of Service Provided: _____

Amount of credit requested _____ Purchase Orders - yes no

Bill company above - yes no

Address (if different)

Name of persons with authority to charge: _____

Terms and Conditions:

- I certify the information given here to be true and accurate to the best of my knowledge.
- The account is payable 30 days after billing date.
- A 2% surcharge is added to overdue accounts (24% per annum).
- You will be advised of approval to establish an account with the Village of Edgerton.
- Application for credit must be approved before any charges can be accepted.
- This application once credit is approved becomes a legal binding document making the applicant legally responsible for all charges placed against this account.
- Employees charging to this account must present proof of authority to charge, if required. (i.e. letter from company on company letterhead, pay stub identifying company, credit card of company with employer's name on, or other similar proof.)

I authorize the Village of Edgerton to obtain such credit information, as it may consider necessary.
I, having read and agreed to the terms outlined above, sign this application:

Signature _____

Name – Please print _____

Date _____

Legal Authority Motion 10/03/08/00

APPENDIX I: Staff Performance Review Form

VILLAGE OF EDGERTON
STAFF PERFORMANCE REVIEW FORM

Employee name: _____

Position held: _____

Date of Last Appraisal _____

The appraisal will be presented to council for their review for salary and promotion purposes only

Purpose of last appraisal

For permanent employment: _____

Yearly review: _____

2 -year review: _____

PART I APPRAISAL OF PREVIOUS EDUCATION AND WORK OBJECTIVES:

Education Objectives:

Objective _____

Evaluation: _____

Objective: _____

Evaluation: _____

Work Objectives:

1. Objective _____

Evaluation: _____

Objective: _____

Evaluation: _____

PART II

A. Education objectives for next evaluation period:

1. _____

2. _____

A. Work objectives for next period:

1. _____

2. _____

PART III

Overall job performance appraisal. (Suggested areas to appraise: job knowledge, time management, reliability, cooperation, initiative, dealing with public, communication skills, attendance, punctuality, others)

1. _____

1. _____

PART IV RECOMMENDATIONS, COMMENDATIONS BY APPRAISER:

1. _____

2. _____

PART V COMMENTS BY EMPLOYEE:

1. _____

2. _____

PART VI SIGN-OFF

By the signature below, the employee indicates this review has been discussed with the writer and does not necessarily indicate concurrence with all the statements.

Date: _____

Employee's signature

Position

Date: _____

Appraiser's signature

Position

- At the time of applying for the development permit as described in Section 3, the Purchaser shall pay to the Village a minimum of an additional 40% of the purchase price of the subject property, the amount being \$_____.
- Within 90 days from the date of the date of the payment in Section 5, that being _____, the Purchaser shall pay to the Village the remaining 50% plus the entire GST due on the subject parcel. These amounts being \$_____ plus \$_____ GST. Upon receipt of these payments and being satisfied that the building referred to in Section 3 has progressed to the state of being fully ready for framing or receiving a pre-built house and being satisfied that the building is proceeding without undue delay, the Village shall transfer title to the subject property to the Purchaser.
- Notwithstanding Section 3 through 6, the Purchaser may, prior to the date described in Section 3, pay out the balance owing on the Subject property including the GST. If acting under this Section, the Purchaser shall apply for a development permit for a building to be erected on the subject property on or before (one year from the date in Section 3) and shall ensure all necessary permits for construction have been obtained and shall commence construction on or before (one year from the date in Section 4). If no development permit is issued for any reason including but not limited to the Purchaser failing to obtain one or it being refused by the Development Authority or Subdivision and Development Appeal Board, this agreement shall be cancelled. Upon being satisfied that the said building has progressed to the state of being fully ready for framing or receiving a pre-built house and being satisfied that the building is proceeding without undue delay, the Village shall transfer title to the subject property to the Purchaser.
- If the Purchaser withdraws from or is in default of this agreement in any way, the Village may cancel the agreement and refund to the Purchaser the monies paid towards the purchase of the subject property less any taxes owing, additional fees and penalty as follows:
 - 5% of the purchase price if cancelled upon default of Section 3
 - 10% of the purchase price if cancelled upon default of Section 4, or
 - 20% of the purchase price if cancelled upon default of Section 7.
- The Purchaser shall not be responsible for the _____ property taxes on the subject property but shall be responsible for property taxes commencing on January 1, _____. If this agreement is thereafter cancelled, taxes will be adjusted to (and including) the cancellation date using the most recently available mill rate and deducted from the refund of the monies paid towards the purchase of the subject property.
- This agreement shall not be assigned by the Purchaser without the express written approval of the Village. The approval may be withheld unless the Village is satisfied that the total consideration payable to the Purchaser regarding such assignment does not involve a profit to the Purchaser and development proceeds as required under village policy.
- This agreement shall inure to the benefit of and be binding upon the successors and assigns of the Village and the heirs, executors, administrators, successors and approved assigns of the Purchaser.

POLICY BOOK CHANGES

To add or change:

To add a heading: A, B, C or D act. Then go to Format up at the top – then click on styles and formatting then click on Heading 1 and type in the letter then description

To add a heading: 100, 105, 200, act. Then go to Format up at the top – then click on styles and formatting then click on Heading 2 and type in the number and the description. Hit enter to start typing the extra in the document and make sure the formatting for that is normal.

To update the table of contents, go to insert up at the top then Reference and then Index and tables. Once in there make sure you are on the table of contents tab and press ok at the bottom.