

BYLAW NO. 9/2018

**BEING A BYLAW OF THE MUNICIPAL DISTRICT OF FOOTHILLS NO. 31
TO AUTHORIZE AN AMENDMENT TO BYLAW NO. 47/2006; AND TO AUTHORIZE
THE IMPOSITION OF A COMMUNITY AGGREGATE PAYMENT LEVY**

WHEREAS pursuant to the provisions of the Municipal Government Act, being Chapter M-26, R.S.A. 2000, Part 10, Division 7.1, and amendments thereto, authorizes the Council of the Municipal District of Foothills No. 31 to pass a community aggregate payment levy bylaw to impose a levy in respect of all sand and gravel businesses operating in the municipality to raise revenue to be used toward the payment of infrastructure and other costs in the municipality;

AND WHEREAS Alberta Regulation 263/2005 made pursuant to the Municipal Government Act, section 409.3, applies to all municipalities that have passed a community aggregate payment levy bylaw;

AND WHEREAS the Council of the Municipal District of Foothills No. 31 has determined that it is in the best interest of the Municipal District of Foothills No. 31 to pass a community aggregate payment levy bylaw;

NOW THEREFORE be it resolved that the Council of the Municipal District of Foothills No. 31 in the Province of Alberta, duly assembled, enacts as follows:

Interpretation

- 1.0 Whereas the Developer has made application for a Development Permit authorizing the Developer to carry out the Development on the Lands and such application has been approved subject to the condition that the Developer enter into a Community Aggregate Payment Levy Agreement with the Municipality;
- 1.1 In this Bylaw:
- a) "Aggregate" means any sand or gravel that is excavated from a pit, whether in a processed or unprocessed form;
 - b) "Aggregates Mine" means the business of excavating for and removal of Aggregates from the Land and includes the crushing, processing (including the mixing of asphalt) and removal of the materials from the Land;
 - c) "Municipal District" means Municipal District of Foothills No. 31;
 - d) "Crown" means the Crown in right of Alberta or Canada;
 - e) "Levy" means community aggregate payment levy;
 - f) "Pit" means any duly constituted opening, excavation or working of the surface or subsurface made for the purpose of removing sand or gravel, and includes any associated infrastructure, but does not include a mine or quarry;
 - g) "Sand and gravel operator" means a person duly engaged in extracting sand and gravel for shipment;
 - h) "Shipment" means a quantity of sand and gravel duly hauled from the pit from which it was extracted.

Reporting of Shipments

- 2.0 All sand and gravel operators in the Municipal District of Foothills No. 31 shall report their shipments, in tonnes, from each individual pit within the boundaries of the Municipal District of Foothills No. 31, on a monthly basis.
- 2.1 At all times during the operation of the Aggregate Mine, the Municipality shall have full access at all reasonable times to all records available to the Developer related to the quantities of material removed from the Aggregate Mine. If requested by the

Municipality, the Developer will install a scale on the Lands for the purpose of accurately recording the amount of Aggregates removed from the Aggregates Mine.

Levy Payment and Uniform Rate

- 3.0 The Developer agrees that it will make payment of a Community Aggregate Payment Levy to the Municipality in the amount of Forty-cents (\$0.40) per tonne of Aggregate that is removed from the Aggregates Mine on a monthly basis as calculated by the Developer.

Amount of Levy

- 4.0 The amount of levy to be imposed in respect of a sand and gravel operator is calculated by multiplying the number of tonnes of sand and gravel recorded on the sand and gravel shipped tonnage roll for that operator for the reporting period by the levy rate.

Uniform Conversion Rate

- 5.0 Where a sand and gravel operator is unable to provide a measurement of weight for the amount of sand and gravel in a shipment, the operator must use the following conversion rates to report shipments in tonnes:

1 cubic metre = 1.365 tonnes, for sand; and

1 cubic metre = 1.632 tonnes, for gravel

where 1 cubic metre = 1.308 cubic yards

Exemptions from Levy

- 6.0 No levy may be imposed on the following classes of shipments of sand and gravel:
- a) a shipment from a pit owned or leased by the Crown for a use or project that is being undertaken by or on behalf of the Crown;
 - b) a shipment from a pit owned or leased by a municipality for a use or project that is being undertaken by or on behalf of a municipality;
 - c) a shipment from a pit owned or leased by the Crown or a municipality for a use or project that is being undertaken by or on behalf of the Crown or a municipality.
- 6.1 No levy may be imposed on shipments of sand and gravel that are subject to another tax, levy or payment that is established by and payable to a municipality.
- 6.2 No levy may be imposed on shipments of sand and gravel that are required pursuant to a road haul agreement or a development agreement for construction, repair or maintenance of roads identified in the agreement, that is necessary to provide access to the pit from which the sand and gravel is extracted.

Person Liable to Pay Levy

- 7.0 A person who purchases a sand and gravel business or in any other manner becomes liable to pay a levy must give the Municipal District of Foothills No. 31 written notice of a mailing address to which notices under the Municipal Government Act, Part 10, Division, may be sent.

Indemnity and Security

- 8.0 Indemnification

The Developer agrees to indemnify and save the Municipality harmless from any

and all lawsuits, expenses, costs, damages, actions, causes of action, suits, claims and demands resulting from anything done or omitted to be done by the Developer or his employees or agents, including his subcontractors or suppliers, in pursuance or purported pursuance of this Agreement. This indemnity shall be a continuing obligation of the Developer until all of the Developer's obligations under the terms of this Agreement have been satisfactorily performed in full.


8.1 Letter of Credit

Prior to commencement of any work on the Aggregates Mine, the Developer shall supply the Municipality with a Letter of Credit in favour of the Municipality by a chartered bank approved of by the Municipality in an amount and in a form acceptable to the Municipality to secure the due performance of all the obligations of the Developer hereunder. Such Letter of Credit shall:

- a) be based upon the estimated annual volume of Aggregate, as agreed to by the Municipality and the Developer, to be removed from the Aggregate Mine; and
- b) be maintained and kept in force by the Developer at all times and may not be withdrawn, cancelled or terminated until the Municipality certifies in writing that all of the Developer's obligations hereunder have been satisfactorily performed in full; and
- c) be replaced or renewed no later than 30 days prior to the expiry of the termination date thereof, failing which the Municipality may demand payment or take other action to realize upon the entire amount thereof.

9. This Bylaw shall have effect on the date of its third reading.

First Reading: February 21, 2018


REEVE


MUNICIPAL MANAGER

Second Reading: February 21, 2018


REEVE


MUNICIPAL MANAGER

Third Reading: February 28, 2018


REEVE


MUNICIPAL MANAGER

PASSED IN OPEN COUNCIL assembled at the Town of High River in the Province of Alberta, the 28 day of February, 2018.