

# TOWN OF PINCHER CREEK COUNCIL MEETING AGENDA

Monday, July 25, 2022 at 6:00 p.m. Council Chambers, Town Hall - 962 St. John Ave Via Zoom

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- 2. Scheduled Public Hearing
- 3. Agenda Approval
- 4. Scheduled Delegations

### 5. Adoption of Minutes

- 5.1 Minutes of the Regular Meeting of Council held on June 27, 2022
- 5.2 Minutes of the Committee of the Whole held on July 6, 2022

### 6. Business Arising from the Minutes

- 6.1 Disposition Of Delegation Chief Mountain Co-Op Presentation
- 6.2 Disposition Of Delegation Blue Mouse Greenhouse
- 6.3 Ungulate Statistics

### 7. Bylaws

- 7.1 Proposed Amendments To The Fee Structure By-Law
- 7.2 Clean Energy Improvement Program Bylaw 1st Reading
- 7.3 Animal Control Bylaw 1598 Amendments

### 8. New Business

- 8.1 Vacancy In Position Of Councillor
- 8.2 Intermunicipal Collaboration Framework
- 8.3 Recommendations Cenotaph Park Power Supply
- 8.4 Deputy Mayor & Committee Appointments

### 9. Council Reports

9.1 Upcoming Committee Meetings and Events

### 10. Administration

10.1 Council Information Distribution List

### 11. Closed Session Discussion

- 11.1 Property Request First Right of Refusal FOIP s. 16 & 24
- 11.2 PCCELC Update (No RFD) FOIP s. 16

### 11.3 Humane Society Agreement Review

- 12. <u>Notice of Motion</u>
- 13. Adjournment

The next Regular Council Meeting is scheduled for August 22, 2022 AT 6:00 p.m.



### REGULAR MEETING OF COUNCIL Held on Monday June 27, 2022 In Person & Virtually, Commencing at 6:00 p.m.

### **IN ATTENDANCE:**

Mayor: D. Anderberg

Councillors: M. Barber, D. Green, W. Elliott, S. Nodge,

and B. Wright

With Regrets W. Oliver

Staff: L. Wilgosh, Chief Administrative Officer; K.

Green, Executive Assistant; A. Levair, Operations Manager; W. Catonio, Director of Finance and Human Resources; A. Roth, Director of Operations and L. Rideout,

**Director of Community Services** 

### 1. CALL TO ORDER

Mayor Anderberg called the meeting to order at 6:00 pm.

### 2. SCHEDULED PUBLIC HEARING

### 3. AGENDA APPROVAL

### WRIGHT:

The Council for the Town of Pincher Creek agrees to add 8.5 Alberta Municipalities Convention to the agenda and approve the June 27, 2022 agenda as amended.

**CARRIED 22-233** 

### 4. **DELEGATIONS**

- 4.1 Delbert Beazer CEO Chief Mountain CO-OP
- 4.2 Kaitlynn Kerr Blue Mouse Greenhouse

### 5. ADOPTION OF MINUTES

# 5.1 <u>Minutes of the Regular Meeting of Council held on June 13, 2022</u> GREEN:

That Council for the Town of Pincher Creek approves the minutes of the Regular Meeting of Council held on June 13, 2022.

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### 6. **BUSINESS ARISING FROM THE MINUTES**

### 6.1 Animal Control Bylaw 1598

### **ELLIOTT**:

That Council for the Town of Pincher Creek agree and give first reading to Animal Control Bylaw 1598-22.

**CARRIED 22-235** 

A.Roth joined the meeting at 6:47 pm

### 6.2 <u>ECO Waste Site – Funding Review</u> BARBER:

That Council for the Town of Pincher Creek propose a new funding ratio of 40% to the M.D. Council for the shared recycling services at the new ECO Waste site, Further that Council approve that the Town be included in a Partnership agreement for services with the Crowsnest Pass Pincher Creek Landfill Authority CARRIED 22-236

### 7. BYLAWS

## 7.1 Water Utility Bylaw #1631-22 GREEN:

That Council for the Town of Pincher Creek agree to give Bylaw No. 1631-22 Water Utility Bylaw, second reading.

**CARRIED 22-237** 

### **ELLIOTT:**

That Council for the Town of Pincher Creek agree to give Bylaw No. 1631-22 Water Utility Bylaw, third and final reading and that a copy of which be attached hereto and form part of the minutes.

**CARRIED 22-238** 

# 7.2 Wastewater Utility Bylaw #1632-22 BARBER:

That Council for the Town of Pincher Creek agree to give Bylaw No. 1632-22 Wastewater Utility Bylaw, second reading.

**CARRIED 22-239** 

### **WRIGHT:**

That Council for the Town of Pincher Creek agree to give Bylaw No. 1632-22 Wastewater Utility Bylaw, third and final reading and that a copy of which be attached hereto and form part of the minutes.

**CARRIED 22-240** 

### 7.3 <u>Tax Exemption Bylaw #1629-22</u>

### NODGE:

That Council for the Town of Pincher Creek agree to give the Tax Exemption Bylaw No.1629-22 third and final reading, and a copy be attached hereto and form part of the minutes.

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### 8. **NEW BUSINESS**

# 8.1 Water Stewardship Policy #401-16 BARBER:

That Council for the Town of Pincher Creek rescind Water Stewardship Policy #401-16 effective September 1, 2022.

**CARRIED 22-242** 

A.Levair left the meeting at 6:50 pm

# 8.2 <u>Meeting Invitation From Minister Rick MacIver</u> ELLIOTT:

That Council for the Town of Pincher Creek submit a request to meet in person with Honourable Ric McIver, Minister of Municipal Affairs and to raise the following items for discussion: Provincial Policing, Provincial Levies on Tax notices and MSI Funding.

**CARRIED 22-243** 

A.Roth left the meeting at 7:10 pm

### 8.3 Audit Services

### GREEN:

That Council for the Town of Pincher Creek approves appointing KPMG as Auditors for the Town of Pincher Creek for another three-year term including 2022, 2023 and 2024.

**CARRIED 22-244** 

# 8.4 <u>SentYouth Summer Camp – support request</u> WRIGHT:

That Council for the Town of Pincher Creek approves a support donation for the SentYouth Summer Camp in the amount of \$250.00 to be funded from the Community Contingency fund.

**CARRIED 22-245** 

A.Grose joined the meeting at 7:27 pm

# 8.5 Alberta Municipalities Convention NODGE:

That Council for the Town of Pincher Creek approve all Councillors wanting to attend the Alberta Municipalities Conventions in Calgary.

**CARRIED 22-246** 

### 9. COUNCIL REPORTS

### 9.1 Upcoming Committee meetings and events

### 10. ADMINISTRATION

# 10.1 Council Information Distribution List BARBER:

That Council for the Town of Pincher Creek accepts the June 27, 2022 Council Information Distribution List as information.

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## 10.2 <u>Community Services 1st Quarter Report</u> NODGE:

That Council for the Town of Pincher Creek accepts the Community Services 1st Quarter Report 2022 as information with thanks.

**CARRIED 22-248** 

Mayor Anderberg called a recess at 7:37 pm Mayor Anderberg called the meeting back to order at 7:48 pm

### 11. CLOSED MEETING DISCUSSION

#### WRIGHT:

That Council for the Town of Pincher Creek agree to move into closed session of Council on Monday, June 27, 2022 at 7:48 pm in accordance with section 16 & 24 of the Freedom of Information and Protection of Privacy Act, with the Chief Administrative Officer, Executive Assistant, Recreation Manager, Director of Finance and Human Resources and Director of Community Services in attendance.

**CARRIED 22-249** 

### **ELLIOTT:**

That Council for the Town of Pincher Creek agree to move out of a closed session of Council on Monday, June 27, 2022 at 9:30 pm in accordance with section 19 & 24 of the Freedom of Information and Protection of Privacy Act, with the Chief Administrative Officer, Executive Assistant, Recreation Manager, Director of Finance and Human Resources and Director of Community Services in attendance.

**CARRIED 22-250** 

# 11.1 Pincher Creek Handi Bus Society Agreement — FOIP 16 WRIGHT:

That Council for the Town of Pincher Creek agree and approve the Pincher Creek Handi Bus Society Agreement for the term of June 1, 2022 to June 1, 2023 as presented.

**CARRIED 22-251** 

### 11.2 <u>GMHL – Lease and facility requirements (No RFD)</u> NODGE:

That Council for the Town of Pincher Creek direct administration to bring back requested information on the GMHL lease proposal for the August's Council Meeting.

**CARRIED 22-252** 

### 11.3 PCCELC - Updated (No RFD)

#### NODGE:

That Council for the Town of Pincher Creek direct administration to defer the PCCELC discussion until the July Committee of the Whole.

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### 12. NOTICE OF MOTION

### 13. ADJOURNMENT

**WRIGHT:** 

That this meeting of Council on June 27, 2022 be hereby adjourned at 9:32 pm.

**CARRIED 22-254** 

MAYOD D Andaubaur	
MAYOR, D. Anderberg	
CAO I Wilgosh	

APPROVED BY RESOLUTION
OF THE COUNCIL OF THE
TOWN OF PINCHER CREEK,
THIS 27<sup>th</sup> DAY OF JUNE 2022 S E A L
NEXT REGULAR MEETING OF COUNCIL TO BE HELD ON MONDAY JULY 25, 2022 AT 6:00 P.M.



# Town of Pincher Creek COMMITTEE OF THE WHOLE MINUTES July 6, 2022 – 9:00 AM In Person & Virtually

ATTENDANCE:

Mayor: D. Anderberg

Councillors: M. Barber, W. Oliver, S. Nodge, B. Wright and D. Green

With Regrets: W. Elliott

Staff: W. Catonio, Director of Finances and Human Resources, A.

Levair, Operations Manager; M. Everts, Events, Marketing & Economic Development; A. Roth, Director of Operations; A. Hlady, FCSS Coordinator; L. Goss, Legislative Services Manager; L. Rideout, Director of Community Services; T. Walker, Municipal

Energy Project Lead and K. Green, Executive Assistant

### 1. CALL TO ORDER

Mayor Anderberg called the meeting to order at 9:01 am.

### 2. AGENDA APPROVAL

### WRIGHT:

That the Committee of the Whole for the Town of Pincher Creek agrees to add 8.2 Town of Cardston Heritage Days Parade Invite, 8.3 Housing, 9.4 PCCESC Status Update and 9.5 PCCELC Status Update to the July 6, 2022 agenda.

**CARRIED COTW 2022-078** 

### **GREEN:**

That the Committee of the Whole for the Town of Pincher Creek agrees to the July 6, 2022 agenda as amended.

**CARRIED COTW 2022-079** 

### 3. <u>DELEGATIONS</u>

### 3.1 Carrie Cooley - Southwest Alberta Sustainable Community Initiative

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### 4. Committee Reports

**BARBER:** June 1 – Committee of the Whole

June 3 – Pincher Creek Early Learning Centre

June 7 – Community Futures June 13 – Regular Council

June 15 – Landfill June 15 – Library

June 16 - Chinook Arch

June 20 - Community Futures

June 21 - Pincher Creek Early Learning Centre

June 22 – Community Futures

June 23 - Chinook Arch

June 24 – Intermunicipal Development Plan June 27 - Pincher Creek Early Learning Centre

June 27 – Regular Council

June 28 - Pincher Creek Early Learning Centre

**NODGE:** June 1 – Committee of the Whole

June 1 – Alberta Southwest AGM June 3 – National Friendship Day

June 13 – Regular Council

June 13-17 - Assessment Review Board Training

June 20 - FCSS

June 21 – Indigenous People's Day

June 27 – Regular Council

June 29 – Intermunicipal Collaboration Framework

**GREEN:** June 1 – Committee of the Whole

June 1 - Alberta Southwest AGM

June 8 – Huddleston Senior Centre Chat

June 10 - Cross Country Ski Club

June 13 – Regular Council

June 14 – Crestview Lodge Shuttle Bus Ceremony

June 21 - Pincher Creek Early Learning Centre

June 27 - Pincher Creek Early Learning Centre

June 27 – Regular Council

June 28 - Pincher Creek Early Learning Centre

**OLIVER:** June 1 – Committee of the Whole

June 13 - Regular Council

June 14 – Crestview Lodge Shuttle Bus Ceremony

June 21 - MDSA

June 22 - Pincher Creek Foundation

June 24 – AG Society

June 24 – Intermunicipal Development Plan

**WRIGHT:** June 1 – Committee of the Whole

June 12 – Cowley Lions Fundraiser

June 13 – Regular Council June 18 – Hillcrest Parade June 23 – Pincher Creek EMS

June 24 – Meeting with Health Minister Copping

June 27 - Regular Council

**MAYOR:** June 1 – Committee of the Whole

June 2 – ORRSC

June 3 - Pincher Creek Early Learning Centre June 8 - Huddleston Senior Centre Chat

June 13 – Regular Council

June 14 - Crestview Lodge Shuttle Bus Ceremony

June 15 – Visions Credit Union Reopening June 18 – Pincher Planter & Rose Society Tea

June 21 – National Indigenous Day

June 21 - Pincher Creek Early Learning Centre June 22 - Windy Slopes Ceremony at Hospital

June 23 – EMS Commission June 24 – Mayors & Reeves

June 24 - Meeting with Health Minister Copping June 27 - Pincher Creek Early Learning Centre

June 27 - Regular Council

June 28 – Alberta Health Services South Zone CEO Meeting

June 28 - Pincher Creek Early Learning Centre

June 29 – Intermunicipal Collaboration Framework

### **OLIVER:**

That the Committee of the Whole for the Town of Pincher Creek accepts the Committee Reports as presented.

**CARRIED COTW 2022-080** 

### 5. Administration

### 5.1 Tristan Walker - Energy Lead Report

T. Walker left meeting at 10:31 am Mayor Anderberg called a recess at 10:31 am Mayor Anderberg called the meeting back to order at 10:43 am

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### 6. Business Arising from the Minutes

### **6.1** Short Term Rentals

#### **GREEN:**

That the Committee of the Whole for the Town of Pincher Creek direct administration to prepare a Land Use Bylaw Amendment to include regulations for short-term rentals in the Town of Pincher Creek.

**CARRIED COTW 2022-081** 

### 6.2 Alberta Municipalities Pre-Convention Options

### 7. Policy

### 8. New Business

### 8.1 Request to Waive Rental Income

#### BARBER:

That the Committee of the Whole for the Town of Pincher Creek agree to waive the \$1,050.00 rental income for 2022 for the Fred Huddleston Senior Centre.

**CARRIED COTW 2022-082** 

### 8.2 <u>Town of Cardston Heritage Days Parade Invite</u> BARBER:

That the Committee of the Whole accept the invitation to participate in the Town of Cardston Heritage Days Parade on Saturday Aug 6, 2022 and approve the attendance of Cllr. Barber.

**CARRIED COTW 2022-083** 

### 9. Closed Session

### BARBER:

That the Committee of the Whole for the Town of Pincher Creek agree to move into a closed session of Council on Wednesday, July 6, 2022 at 11:58 am in accordance with section 16 & 24 of the Freedom of Information and Protection of Privacy Act, with the Director of Finances and Human Resources, Operations Manager, Marketing & Economic Development, Director of Operations, Director of Community Services, and Executive Assistant in attendance.

**CARRIED COTW 2022-084** 

M. Everts, A. Levair, L. Rideout and K. Green left the meeting at 12:13 pm

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### **WRIGHT:**

That the Committee of the Whole for the Town of Pincher Creek to move out of a closed session of Council on Wednesday, July 6, 2022 at 12:20 pm in accordance with section 19 & 24 of the Freedom of Information and Protection of Privacy Act, with the Director of Finances and Human Resources and Director of Operations in attendance.

**CARRIED COTW 2022-085** 

Councillor Oliver left the meeting at 12:19 pm

### NODGE:

That the Committee of the Whole for the Town of Pincher Creek agree to further discuss item 6.1 – Short Term Rentals and defer item 8.3 Housing: 9.1 North East Area Structure Plan and 9.5 PCCELC Status update to a Special Committee of the Whole meeting on Monday July 11, 2022 at 9:00 am.

**CARRIED COTW 2022-086** 

### 9.1 North East Area Structure Plan

Moved to Mondays COTW

### 9.2 RCMP Facility Update (No RFD)

#### NODGE:

That the Committee of the Whole for the Town of Pincher Creek authorize Mayor Anderberg to continue dialog with the Alberta Municipalities with regards to the insurance claim for the RCMP facility.

**CARRIED COTW 2022-087** 

### 9.3 Personnel (No RFD)

### NODGE:

That the Committee of the Whole for the Town of Pincher Creek receives the personnel item as information.

**CARRIED COTW 2022-088** 

### 10. Adjournment

### **WRIGHT:**

That this session of Committee of the Whole be adjourned at 12:25 pm.

**CARRIED COTW 2022-089** 

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# APPROVED BY RESOLUTION OF COUNCIL FOR THE TOWN OF PINCHER CREEK THIS 6st DAY OF JULY 2022

Mayor, D. Anderberg

CAO, L. Wilgosh

### Town of Pincher Creek

### **REQUEST FOR DECISION**

Council

SUBJECT: Disposition of Delegation - Chief Mountain Co-Op Presentation		
PRESENTED BY:	DATE OF MEETING:	
Laurie Wilgosh, Chief Administrative Officer	7/25/2022	

#### **PURPOSE:**

To dispose of a delegation that attended the June 27, 2022 Council meeting

### **RECOMMENDATION:**

That Council for the Town of Pincher Creek That Council for the Town of Pincher Creek receive as information the June 27, 2022 presentation from the Chief Mountain Co-Op group.

### **BACKGROUND/HISTORY:**

Established 1973 as Member Owned Natural Gas Distributor for Cardston County. Amalgamated with Summerview Gas Co-op in 2002. Summerview had amalgamated with Livingstone Gas Co-op previously.

Currently Serving 1705 Member Customers with Gas.

We have customers in 5 different Municipalities, Cardston County, Municipal Districts of Pincher Creek, Willow Creek, and Ranchlands, and Waterton Park.

They felt it is very crucial for the Municipal Councils to be aware of Chief Mountain Gas Co-op Ltd. and that they are a member owned and operated utility serving local taxpayers.

The Town presently has a 20 year franchise agreement with Apex Gas.

### **ALTERNATIVES:**

That Council for the Town of Pincher Creek request additional information.

### IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:

N/A

### **FINANCIAL IMPLICATIONS:**

N/A

### **PUBLIC RELATIONS IMPLICATIONS:**

N/A

#### ATTACHMENTS:

None at this time.

### **CONCLUSION/SUMMARY:**

Administration supports that Council receive the presentation from Chief Mountain Coop Gas as presented.

Signatures: **Department Head:** Launie Wilgosh Launie Wilgosh CAO:

### Town of Pincher Creek

### **REQUEST FOR DECISION**

Council

SUBJECT: Disposition of Delegation - Blue Mouse Greenhouse		
PRESENTED BY:	DATE OF MEETING:	
Al Roth, Director of Operations	7/25/2022	

#### **PURPOSE:**

To dispose of the delegation from Blue Mouse Greenhouse, presented by Caitlin Kerr at the June 27, 2022 Regular Meeting of Council.

#### **RECOMMENDATION:**

That Council for the Town of Pincher Creek accept the presentation from Blue Mouse Greenhouse as information.

### **BACKGROUND/HISTORY:**

At the June 27, 2022 Regular Meeting of Council, Caitlin Kerr of Blue Mouse Greenhouse presented a request for a waterline to be installed, at the Town's expense, to the property line of Blue Mouse Green house (located at 1255 Pronghorn Avenue).

This request has previously been brought forward to the May 7, 2020 Operations Committee meeting, at which time the logistics were reviewed and the request was denied due to the significant cost to be incurred by the Town to benefit a single property. A letter was written to the requestor indicating the response at that time.

The closest existing waterlines are located on McLeod Street (Hwy 785) or at the intersection of Main Street/Bighorn Ave. The distance from both directions from the watermain to the property line of 1255 Pronghorn Avenue is approximately 500m.

Based on 2021 financial estimates from the Infrastructure Master Plan, the waterline installation would cost approximately \$300,000. This number should be taken lightly, as PVC pipe pricing has been extremely volatile in the past 18 months, resulting in drastic increases in certain products.

A key consideration the Operations Department would like to highlight is that this property is a small portion of the Quarter Section NW-24-6-30-W4 which does not have an Area Structure Plan in place for further servicing or development. Servicing of Pronghorn Ave for future development purposes should only be considered after thorough review of an Area Structure Plan which would taken into considerations the needs of the whole area, not a single property.

The delegation had mentioned that they wished to have servicing since water was now available at the M.D.'s stand pipe location. This has been reviewed by the Operations

Department not feasible as the M.D.'s standpipe is a private service, originating off of McLeod Street. Secondary properties are not permitted to be serviced off another property's private service.

### **ALTERNATIVES:**

That Council for the Town of Pincher Creek direct administration to bring forward Pronghorn Avenue waterline servicing as part of the 2023 Budget Deliberations.

### **IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:**

As there presently is no Area Structure Plan (ASP) for the East portion of our community their is no study to base sound information to increasing our utilities infrastructure to Pronghorn Ave.. as requested.

ISL Engineering has completed a Master Infrastructure plan in 2022 for our community, but with no direction from our Engineers to support additional water infrastructure to Pronghorn Ave.

The Operations has always supported a clear and concise process for development. Operations has consistently upgraded many project in the past to extend poorly planned water lines that require consistent looping to be effective in the Operation of our Distribution system.

### FINANCIAL IMPLICATIONS:

As Per our ISL Infrastructure Master plan a single water line that would meet our Engineering Standards 2005 cannot be considered unless a separate wastewater collection system also be installed.

Constriction costs to the Municipality has the potential to exceed well above \$300.000.00

### **PUBLIC RELATIONS IMPLICATIONS:**

Normal development in municipal governance follows process within an area structure plan to achieve equity in expenditures within the budget process.

### **ATTACHMENTS:**

None at this time.

### **CONCLUSION/SUMMARY:**

Administration supports the internal development process set out within our Land use and development By Laws

Signatures:

**Department Head:** 

CAO:

*Al Roth* Laurie Wilgosh

### Town of Pincher Creek

### **REQUEST FOR DECISION**

Council

SUBJECT: Proposed Amendments to the Fee Structure By-Law 1584-22		
PRESENTED BY:	DATE OF MEETING:	
Wendy Catonio, Director of Finance and Human	7/25/2022	
Resources		

#### **PURPOSE:**

For Council to review Schedule "A, B & C" of the Fee Structure Bylaw 1584-22 to determine the September 1, 2022 Fees for the Town of Pincher Creek Departments.

### **RECOMMENDATION:**

That Council for the Town of Pincher Creek agree to give first reading to Fee Structure Bylaw 1584-22.

### **BACKGROUND/HISTORY:**

Administration undertakes regular reviews of the fees & charges schedules. Bylaw 1584-22 with Schedule A, B & C amendments are being presented to Council for their consideration to be effective September 1, 2022.

Council has already passed the new Water and Wastewater Utility Bylaws to be effective September 1, 2022 with one of the changes being the fees were removed and added to the Fee Structure Bylaw. In the future, when Council decides to change rates, only the fee structure bylaw will have to be changed and the associated utility bylaw does not need to be amended. Since the Fee Structure Bylaw was being presented to Council for utility rates, administration agreed it would be prudent to review all rates within this bylaw.

The bi-monthly utility rates charged to the customer are not being changed at this time. The rates have been removed from the Water and Wastewater Bylaws and added to the Fee Structure Bylaw. There have been new rates and adjustments added for penalties and miscellaneous services. Those changes can be identified in the attached draft schedules.

As well, there are new fees for the Stormwater Rates to be implemented January 1, 2023.

Administration expects more changes to be effective for January 1, 2023 once the 2023 budget has been deliberated.

### **ALTERNATIVES:**

That Council for the Town of Pincher Creek request more information from administration.

That Council for the Town of Pincher Creek agree to give second reading to Fee Structure Bylaw 1584-22.

That Council for the Town of Pincher Creek agree unanimously to present Fee Structure Bylaw 1584-22 for third and final reading at the July 25, 2022 Council meeting.

That Council for the Town of Pincher Creek agree to give third and final reading to Fee Structure Bylaw 1584-22 and that a copy of which be attached hereto and form part of the minutes.

### **IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:**

Regular review and amendments to the Fee Structure bylaw are necessary to ensure the Town of Pincher Creek's future sustainability.

### FINANCIAL IMPLICATIONS:

Some of the increases resulted from the revision of the Water and Wastewater Bylaws which indicated that amendments were required to penalties and miscellaneous charges.

### **PUBLIC RELATIONS IMPLICATIONS:**

Regular review and amendments to the Fee Structure bylaw are necessary to ensure the Town of Pincher Creek's future sustainability.

### **ATTACHMENTS:**

1584-22 Fee Structure Bylaw - 2953

### **CONCLUSION/SUMMARY:**

Administration supports passing first reading of the Fee Structure Bylaw 1584-22.

Signatures:

**Department Head:** 

Wendy Catonio

Laurie Wilzosh

CAO:



# BYLAW No. 1584-22 OF THE TOWN OF PINCHER CREEK

### A BYLAW OF THE TOWN OF PINCHER CREEK, IN THE PROVINCE OF ALBERTA, FOR THE PURPOSE OF ESTABLISHING A FEE STRUCTURE

WHEREAS pursuant to the Municipal Government Act, being Chapter M-26 of the Statutes of Alberta 2000, and amendments thereto, a municipality has the authority to pass bylaws regarding services provided by or on behalf of the municipality, and

WHEREAS the Town of Pincher Creek wishes to establish a Fee Structure for the Town of Pincher Creek.

NOW THEREFORE, Council of the Municipality of the Town of Pincher Creek, in the province of Alberta, hereby enacts as follows:

- 1. Schedule A, B & C attached hereto, shall establish a fee structure for the Town of Pincher Creek.
- 2. Bylaw # No. 1584-20 and amendments thereto are hereby repealed.
- 3. This bylaw comes into force and effect September 1, 2022.

READ A FIRST TIME THIS 25<sup>th</sup> DAY OF JULY, 2022, A.D.

MAYOR, Don Anderberg

CAO, Laurie Wilgosh

READ A SECOND TIME THIS 22<sup>nd</sup> DAY OF AUGUST, 2022, A.D.

MAYOR, Don Anderberg

CAO, Laurie Wilgosh

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READ A THIRD TIME THIS 22<sup>nd</sup> DAY OF AUGUST, 2022, A.D.

MAYOR, Don Anderberg

CAO, Laurie Wilgosh



### Bylaw #1584-22 - Schedules

Effective as of September 1, 2022 (unless otherwise noted)

Γ SERV	ICE	UNITS OF MEASURE	2020/2021	2022	CHANGE	% CHANGI
			RATES	RATES	INCR/DECR	
SCHEDULE "A" - CORPORATE SER	VICES					
Interest Charges						
Outstanding Accounts Receivables			2.50%	2.50%	0.00%	09
Taxes and Assessments						
Tax Certificates		each	\$25.00	\$30.00	\$5.00	20
Complaince Letter		each	\$50.00	\$50.00	\$0.00	0'
Expedited Compliance Letter		each	\$150.00	\$150.00	\$0.00	0'
Assessment Review Board Appeals - Resid	ential 3 or fewer dwellings	per parcel	\$50.00	\$50.00	\$0.00	09
Assessment Review Board Appeals - Resid	ential 4 or more dwellings	per parcel	\$500.00	\$500.00	\$0.00	09
Assessment Review Board Appeals - Non-	Residential	per parcel	\$500.00	\$500.00	\$0.00	09
Land Titles Tax Recovery Notification - Sea	arches	each	\$20.00	\$20.00	\$0.00	0
Land Titles Tax Recovery Notification - Re	gistration of Tax Recovery Notice	each	\$20.00	\$20.00	\$0.00	0'
Land Titles Tax Recovery Notification - Dis	charge of Tax Recovery Notice	each	\$20.00	\$20.00	\$0.00	0
Land Titles Tax Recovery Notification - All	other Land Title Requests	each	At Cost	At Cost	\$0.00	0'
Personal Property Registry - Searches		per parcel	minimum \$20.00 or cost (whatever is greater)	minimum \$20.00 or cost (whatever is greater)	\$0.00	09
Personal Property Registry - Registration (	of Tax Recovery Lien	each	\$20.00	minimum \$20.00 or cost (whatever is greater)	\$0.00	09
Personal Property Registry - Discharge of	Tax Recovery Lien	each	\$20.00	minimum \$20.00 or cost (whatever is greater)	\$0.00	09
Personal Property Registry - All other Pers	onal Property Registry Requests	each	At Cost	minimum \$20.00 or cost (whatever is greater)	\$0.00	09
Business Licenses	_					
Rates as per Business License Bylaw						
Dog Licenses						
Rates as per Animal Control Bylaw						
Cemetery						
Rates as per Cemetery Bylaw						

### Bylaw #1584-22 - Schedules

### Effective as of September 1, 2022 (unless otherwise noted)

	E = GST EXEMPT I = RATE INCLUDES GST	T = TAXABLE, TAX ADE	DED EXTRA TO THE STATED RATE	<b>.</b>		
GST	SERVICE	UNITS OF MEASURE	2020/2021 RATES	2022 RATES	CHANGE INCR/ <mark>DECR</mark>	% CHANGE
	Returned Cheques	each	\$35.00	\$35.00	\$0.00	0%
	Miscellaneous					
Т	Souvenir Pins	each	\$2.50	\$2.50	\$0.00	0%
Т	Town Maps (36" x 48")	each	\$18.00	\$20.00	\$2.00	11%
Т	Town Maps (24" x 18")	each	\$9.00	\$10.00	\$1.00	11%
	Town Information					
T	Town Business License List/per set	each	\$10.00	\$0.00	-\$10.00	-100%
Т	Land Use Bylaw	each	\$42.00	\$0.00	-\$42.00	-100%
Т	Municipal Development Plan	each	\$20.00	\$0.00	-\$20.00	-100%
Т	Intermunicipal Development Plan	each	\$12.00	\$0.00	-\$12.00	-100%
Т	Engineering Standards	each	\$15.00	\$0.00	-\$15.00	-100%
Т	Council/Committee Minutes - Up to 2 sets of minutes	each	\$0.00	\$0.00	\$0.00	0%
Т	Council/Committee Minutes - More than 2 sets/per extra set	each	\$2.00	\$0.00	-\$2.00	-100%
Т	Council/Committee Minutes - Current minutes distributed on a regular basis	each	\$0.00	\$0.00	\$0.00	0%
Т	Miscellaneous Information (photocopies)	per page	\$0.25	\$0.25	\$0.00	0%
Т	Complete Agenda Packages	each	\$10.00	\$0.00	-\$10.00	-100%
Т	Draft Bylaws	each	\$0.00	\$0.00	\$0.00	0%

### Effective as of September 1, 2022 (unless otherwise noted)

	E = GST EXEMPT I = RATE INCLUDES GST	T = TAXABLE, TAX ADD		ED RATE		
GST	SERVICE	UNITS OF MEASURE	2020/2021	2022	CHANGE	% CHANGE
	<u> </u>		RATES	RATES	INCR/DECR	70.0111110
SCH	HEDULE "B" - OPERATIONAL SERVICES					
Wat	ter Services (relating to Bylaw 1631)					
Wat	ter Service Charge - Residential Metered - 5/8" (15mm) Meter	per month	\$13.91	\$13.91	\$0.00	0%
Wat	ter Service Charge - Residential Metered - 3/4" (20mm) Meter	per month	\$49.47	\$49.47	\$0.00	0%
Wat	ter Service Charge - Residential Metered - 1" (25mm) Meter	per month	\$67.75	\$67.75	\$0.00	0%
Wat	ter Service Charge - Residential Metered - 1-1/2" (40mm) Meter	per month	\$85.03	\$85.03	\$0.00	0%
Wat	ter Service Charge - Residential Metered - 2" (50mm) Meter	per month	\$85.03	\$85.03	\$0.00	0%
Wat	ter Service Charge - Residential Metered - 3" (75mm) Meter	per month	\$105.35	\$105.35	\$0.00	0%
Wat	ter Service Charge - Residential Metered - 4" (100mm) Meter	per month	\$105.35	\$105.35	\$0.00	0%
Wat	ter Service Charge - Non-Residential Metered - 5/8" (15mm) Meter	per month	\$13.91	\$13.91	\$0.00	0%
Wat	ter Service Charge - Non-Residential Metered - 3/4" (20mm) Meter	per month	\$49.47	\$49.47	\$0.00	0%
Wat	ter Service Charge - Non-Residential Metered - 1" (25mm) Meter	per month	\$67.75	\$67.75	\$0.00	0%
Wat	ter Service Charge - Non-Residential Metered - 1-1/2" (40mm) Meter	per month	\$85.03	\$85.03	\$0.00	0%
Wat	ter Service Charge - Non-Residential Metered - 2" (50mm) Meter	per month	\$85.03	\$85.03	\$0.00	0%
Wat	ter Service Charge - Non-Residential Metered - 3" (75mm) Meter	per month	\$105.35	\$105.35	\$0.00	0%
Wat	ter Service Charge - Non-Residential Metered - 4" (100mm) Meter	per month	\$105.35	\$105.35	\$0.00	0%
Wat	ter Usage Charge (Town User) - Residential Metered	m3	\$1.12	\$1.12	\$0.00	0%
Wat	ter Usage Charge (Town User) - Non-Residential Metered	m3	\$1.12	\$1.12	\$0.00	0%
Wat	ter Usage Charge (Town User) - Irrigation	m3	\$1.12	\$1.12	\$0.00	0%
Resi	idential Flat Rate (Non-Metered)	per month	\$64.32	\$64.32	\$0.00	0%
Tem	nporary Water Rate	per 30 days	\$0.00	\$75.00	\$75.00	N/A
Hyd	drant Connection Unit - Refundable Deposit	per occurance	\$0.00	\$500.00	\$500.00	N/A
Hyd	drant Connection Unit - Service Charge (minimum 7 days)	per day	\$30.00	\$30.00	\$0.00	0%
Hyd	drant Connection Unit - Usage Charge	m3	\$1.30	\$1.30	\$0.00	0%
New	w Service Hookup Fee - Residential	per occurance	\$125.00	\$125.00	\$0.00	0%
New	v Service Hookup Fee - Non-Residential	per occurance	\$200.00	\$200.00	\$0.00	0%
Disc	connection/Reconnection - Temporary Disconnection	per occurance	\$30.00	\$50.00	\$20.00	67%
Disc	connection/Reconnection - Cut-Off for Non-Payment	per occurance	N/A	\$150.00	\$150.00	N/A
Disc	connection/Reconnection - Reconnection During Regular Business Hours	per occurance	\$30.00	\$50.00	\$20.00	67%
Disc	connection/Reconnection - Reconnection Outside Regular Business Hours	per occurance	\$130.00	\$150.00	\$20.00	15%
Wat	ter Meters - Installation Fee - 1" (25mm) or smaller	per occurance	cost + 10%	\$400.00	N/A	N/A
	ter Meters - Installation Fee - over 1" (25mm)	per occurance	cost + 10%	cost + 10%	\$0.00	0%
	ter Meters - Replacement - 1" (25mm) or smaller	per occurance	cost + 10%	\$400.00	N/A	N/A

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E = GST EXEMPT I = RATE INCLUDES GST	T = TAXABLE, TAX ADDE	ED EXTRA TO THE STATE	ED RATE		
GST SERVICE	UNITS OF MEASURE	2020/2021	2022	CHANGE	% CHANGE
35 SERVICE	ONTO OF WILASORE	RATES	RATES	INCR/DECR	70 CHANGE
Water Meters - Replacement - over 1" (25mm)	per occurance	cost + 10%	cost + 10%	\$0.00	0%
Water Meters - Removal	per occurance	\$30.00	\$150.00	\$120.00	400%
Water Meters - Additional Reads	per occurance	\$25.00	\$25.00	\$0.00	0%
Water Meters - Calibration Testing	per occurance	\$50.00	\$200.00	\$150.00	300%
Penalty - Provide False Information (Section 2.2)	per occurance	N/A	\$1,000.00	N/A	N/A
Penalty - Fail to Install Low Flow Plumbing Fixtures (Section 5.1)	per occurance	N/A	\$500.00	N/A	N/A
Penalty - Allow Potable Water to Run Off Parcel for 30m or more (Section 5.3)	per occurance	N/A	\$200.00	N/A	N/A
Penalty - Allow Potable Water to Run Off Parcel Directly to Catch Basin (Section 5.3)	per occurance	N/A	\$200.00	N/A	N/A
Penalty - Allow Spray or Stream of Potable Water to Run Into Street or Sidewalk or Parcel (Section 5.3)	per occurance	N/A	\$200.00	N/A	N/A
Penalty - Outdoor Use of Water Contrary to Stage 2 Restrictions (Section 6.2)	per occurance	N/A	\$600.00	N/A	N/A
Penalty - Outdoor Use of Water Contrary to Stage 3 Restrictions (Section 6.2)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Outdoor Use of Water Contrary to Stage 4 Restrictions (Section 6.2)	per occurance	N/A	\$3,000.00	N/A	N/A
Penalty - Enter Fenced Area of Water System without Permission (Section 7.1)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Climb Structure of Water System (Section 7.1)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Disobey Sign or Cross Barrier in Pincher Creek Riparian Area (Section 7.2)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Place Thing in Water or on Ice of Pincher Creek (Section 7.2)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Activity which may Pollute Pincher Creek (Section 7.2)	per occurance	N/A	\$3,000.00	N/A	N/A
Penalty - Climb, Damage, or Tamper with Water System (Section 7.2)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Damage, Destroy, Remove, Interfere with Water System (Section 7.3)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Interfere with Another Customer's Use of Water System (Section 7.3)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Use of Boosting Device to Increase Water Pressure (Section 7.3)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Prohibited Installation Upstream of Water Meter (Section 7.3)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Prohibited Installation Upstream of Premises-Isolating Cross Connection Control Device (Section 7.3)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Tamper, Break, or Removal Seal on Water Service Connection or Wate Meter (Section 7.3)	r per occurance	N/A	\$1,500.00	N/A	N/A

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### Effective as of September 1, 2022 (unless otherwise noted)

E = GST EXEMPT I = RATE INCLUDES GST	T = TAXABLE, TAX ADD	ED EXTRA TO THE STATE	D RATE		
GST SERVICE	UNITS OF MEASURE	2020/2021	2022	CHANGE	% CHANGE
GST SERVICE	ONTO OF MEASURE	RATES	RATES	INCR/DECR	70 CHANGE
Penalty - Prohibited Connection to Water System (Section 7.3)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Hindrance of Town Employee or Agent (Section 7.4)	per occurance	N/A	\$1,000.00	N/A	N/A
Penalty - Failure to Notify of Damaged Water Meter (Section 7.5)	per occurance	N/A	\$1,000.00	N/A	N/A
Penalty - Failure to Notify of Broken Seal on Bypass Valve or Water Meter within 24 hours (Section 7.5)	per occurance	N/A	\$1,000.00	N/A	N/A
Penalty - Interfere or Tamper with Water Meter or Reading Device (Section 7.5)	per occurance	N/A	\$1,000.00	N/A	N/A
Penalty - Prohibited Opening of Bypass Valve or Metering Installation (Section 7.5)	per occurance	N/A	\$1,000.00	N/A	N/A
Penalty - Failure to Provide Meter Reading (Section 7.5)	per occurance	N/A	\$500.00	N/A	N/A
Penalty - Failure to Maintain Shut-Off Valve (Section 7.6)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Unauthorized Operation of a Water Service Valve (Section 7.6)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Allow Unauthorized Operation of a Water Service Valve (Section 7.6)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Unauthorized Cross Connection (Section 7.7)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Failure to Install a Cross Connection Control Device (Section 7.7)	per occurance	N/A	\$2,000.00	N/A	N/A
Penalty - Failure to Test a Cross Connection Control Device (Section 7.7)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Failure to Retain Test Records On-Site (Section 7.7)	per occurance	N/A	\$500.00	N/A	N/A
Penalty - Fail to File Passed Testable Cross Connection Control Device Test Report within 30 Days (Section 7.7)	per occurance	N/A	\$500.00	N/A	N/A
Penalty - Fail to File Failed Testable Cross Connection Control Device Test Report within 2 Days (Section 7.7)	per occurance	N/A	\$500.00	N/A	N/A
Penalty - Fail to Replace Testable Cross Connection Control Device within 5 Days (Section 7.7)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Unauthorized Opening or Closing of Hydrant or Hydrant Valve (Section 7.8)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Unauthorized Connection to a Hydrant (Section 7.8)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Unauthorized Use of Water from a Hydrant (Section 7.8)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Paint or Allow to be Painted a Hydrant Unauthorized Color (Section 7.8)	per occurance	N/A	\$100.00	N/A	N/A
Penalty - Allow Obstruction of a Hydrant (Section 7.8)	per occurance	N/A	\$150.00	N/A	N/A
Penalty - Allow Thing to Interfere with Operation of a Hydrant (Section 7.8)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Failure to Comply with Hydrant Connection Unit Requirements (Section 7.8)	per occurance	N/A	\$1,500.00	N/A	N/A

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### Effective as of September 1, 2022 (unless otherwise noted)

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GST SERVICE	UNITS OF MEASURE	2020/2021 RATES	2022 RATES	CHANGE INCR/ <b>DECR</b>	% CHANGE
Penalty - Unauthorized use of Alternate Source of Water (Section 8)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Unauthorized Connection of Alternate Water Source to Water System (Section 8)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Prohibited Sharing of Water Supply from One Premises to Other Eligible Premises (Section 8)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Failure to Comply with a Requirement of the CAO (Section 10.2)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Failure to Comply with a Requirement or Condition of a Written Approval or Permit (Section 10.2)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Failure to Comply with a Requirement or Condition of an Agreement (Section 10.2)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Failure to Comply with Remedial Order (Section 10.3)	per occurance	N/A	\$1,000.00	N/A	N/A
Wastewater Services (relating to Bylaw 1632)					
Wastewater Service Charge - Residential Metered	per month	\$16.06	\$16.06	\$0.00	0%
Wastewater Service Charge - Non-Residential Metered	per month	\$6.48	\$6.48	\$0.00	0%
Wastewater Service Charge - Residential Flat (Non-Metered)	per month	\$16.06	\$16.06	\$0.00	0%
Wastewater Service Charge - Non-Residential Effluent Meter	per month	N/A	\$0.00	\$0.00	N/A
Wastewater Usage Charge (Town User) - Residential Metered	m3	\$0.00	\$0.00	\$0.00	0%
Wastewater Usage Charge (Town User) - Non-Residential Metered	m3	10% of water fee	10% of water fee	\$0.00	0%
Wastewater Usage Charge (Town User) - Non-Residential Effluent Meter	m3	N/A	\$0.00	\$0.00	N/A
Wastewater Surcharge Service Charge	per month	N/A	\$0.00	\$0.00	N/A
Wastewater Surcharge Usage Charge - BOD Surcharge	per mg/L	N/A	\$0.00	\$0.00	N/A
Wastewater Surcharge Usage Charge - TSS Surcharge	per mg/L	N/A	\$0.00	\$0.00	N/A
Wastewater Surcharge Usage Charge - FOG Surcharge	per mg/L	N/A	\$0.00	\$0.00	N/A
Hauled Wastewater Charge		N/A	\$0.00	N/A	N/A
Penalty - Installing or Operating a Wastewater Treatment Facility Without Written Approval (Section 2.1)	per occurance	N/A	\$2,500.00	N/A	N/A
Penalty - Failing to Comply with All Conditions or Requirements for the Installation or Operation of a Wastewater Treatment Facility (Section 2.1)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Failing to Ensure that the Wastewater Service Connection and Owner's Plumbing System Comply with the <i>Safety Codes Act</i> (Section 2.2)	per occurance	N/A	\$1,000.00	N/A	N/A

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GST SERVICE	UNITS OF MEASURE	2020/2021 RATES	2022 RATES	CHANGE INCR/ <mark>DECR</mark>	% CHANGE
Penalty - Failing to Ensure that Any Required Permits, Inspections, or Other Approvals Required by the <i>Safety Codes Act</i> or Other Legislation are Valid and Subsisting Prior to Connection to the Wastewater System (Section 2.2)	per occurance	N/A	\$1,000.00	N/A	N/A
Penalty - Uncovering, Opening, Breaking, Altering, Removing, Damaging, Destroying, or Tampering with Any Part of the Wastewater System, or Allowing the Same (Section 5.1)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Uncovering, Oopening, Breaking, Altering, Removing, Damaging, Destroying, or Tampering with Any Device Installed In or On the Wastewater System for Flow Measuring, Sampling Testing, or Contamination Prevention, or Allowing the Same (Section 5.1)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Uncovering, Oopening, Breaking, Altering, Removing, Damaging, Destroying, or Tampering with a Monitoring Access Point, or Allowing the Same (Section 5.1)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Obstructing or Preventing Access to a Monitoring Access Point or Acting in a Manner that Obstructs or Prevents Access to a Monitoring Access Point (Section 5.1)	per occurance	N/A	\$500.00	N/A	N/A
Penalty - Entering into a Chamber, Structure, or Premises Associated with the Wastewater System Without Approval (Section 5.1)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Re-Using Wastewater Without Written Approval From Both the CAO and Safety Codes Officer (Section 5.2)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Failing to Comply with a Condition in an Approval for Wastewater Re- Use (Section 5.2)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Releasing, or Allowing the Release of Wastewater that Contains a Prohibited Substance into the Wastewater System (Section 5.3)	per occurance	N/A	\$3,000.00	N/A	N/A
Penalty - Releasing, or Allowing the Release of Wastewater into the Wastewater System that Contains a Substance That is Over the Concentration Limit as Defined in Schedule "B" or Schedule "C" (Section 5.3)	per occurance	N/A	\$3,000.00	N/A	N/A
Penalty - Releasing, or Allowing the Release of Wastewater that Does Not Comply With All Other Requirements of this Bylaw into the Wastewater System (Section 5.3)	per occurance	N/A	\$3,000.00	N/A	N/A
Penalty - Failing to Comply with a Condition in a Written Approval for Allowing Wastewater to Enter into the Wastewater System (Section 5.3)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Diluting Wastewater for the Purpose of Complying the Requirements of this Bylaw (Section 5.3)	per occurance	N/A	\$1,000.00	N/A	N/A

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GST	SERVICE	UNITS OF MEASURE	2020/2021 RATES	2022 RATES	CHANGE INCR/ <mark>DECR</mark>	% CHANGE
	Penalty - Failing to Dispose of Wastewater from a Premises into Either the Wastewater Systen ir a Private Wastewater System (Section 6.1)	per occurance	N/A	\$1,000.00	N/A	N/A
	Penalty - Disposing of a Substance into the Wastewater System Prior to the Connection of the Plumbing System to the Wastewater System (Section 6.1)	per occurance	N/A	\$1,000.00	N/A	N/A
	Penalty - Directing or Allowing Clear Water Waste to be Directed into the Wastewater System (Section 6.1)	per occurance	N/A	\$1,500.00	N/A	N/A
	Penalty - Failing to Install, Operate, Monitor, Provide Access To, or Properly Maintain a Wastewater Pre-Treatment System (Section 6.6)	per occurance	N/A	\$2,000.00	N/A	N/A
	Penalty - Depositing, or Alowing to be Deposited, Waste Residue from a Pre- Treatment System into the Wastewater System Without Approval (Section 6.6)	per occurance	N/A	\$1,500.00	N/A	N/A
	Penalty - Failing to Obtain and Retain Manuals, Instructions, and Specifications Related to the Installation, Operation, Maintenance, and Cleaning of the Pre- Treatment System Installed at a Premises (Section 6.6)	per occurance	N/A	\$200.00	N/A	N/A
	Penalty - Failing to Maintain a Maintenance Schedule and Record of Each Maintenance for the Pre-Treatment System Installed at a Premises for a Period of Two Years, Including Records for Disposal of Waste Residue (Section 6.6)	per occurance	N/A	\$500.00	N/A	N/A
	Penalty - Failing to Submit Submit Records Requested by the CAO (Section 6.6)	per occurance	N/A	\$500.00	N/A	N/A
	Penalty - Failing to Install an FOG Interceptor (Section 6.7)	per occurance	N/A	\$2,000.00	N/A	N/A
	Penalty - Failing to Monitor, Operate, Properly Maintain, and Clean Each FOG Interceptor (Section 6.7)	per occurance	N/A	\$1,500.00	N/A	N/A
	Penalty - Failing to Ensure that Wastewater Does Not Exceed the Maximum Allowable Concentration Limits for FOG set out in Schedule "C" (Section 6.7)	per occurance	N/A	\$3,000.00	N/A	N/A
	Penalty - Failing to Install an Interceptor (Section 6.7)	per occurance	N/A	\$2,000.00	N/A	N/A
	Penalty - Failing to Monitor, Operate, Properly Maintain, and Clean Each Interceptor (Section 6.7)	per occurance	N/A	\$1,500.00	N/A	N/A
	Penalty - Failing to Ensure that Wastewater Does Not Exceed the Maximum Allowable Concentration Limits for Hydrocarbons, Flammable Liquids, and TSS as set out in Schedule "B" and Schedule "C" (Section 6.7)	per occurance	N/A	\$3,000.00	N/A	N/A

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GST SERVICE	UNITS OF MEASURE	2020/2021 RATES	2022 RATES	CHANGE INCR/ <mark>DECR</mark>	% CHANGE
Penalty - Failing to Install a Dental Amalgam Separator on a Fixture that may Release Dental Amalgam Waste Containing Mercury into the Wastewater System (Section 6.7)	per occurance	N/A	\$2,000.00	N/A	N/A
Penalty - Failing to Install a Dental Amalgam Separator on a Fixture that may Release Dental Amalgam Waste Containing Mercury into the Wastewater System that is Directly Accessible (Section 6.7)	per occurance	N/A	\$2,000.00	N/A	N/A
Penalty - Failing to Monitor, Operate, Maintain, and Clean a Dental Amalgam Separator (Section 6.7)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Using Emulsifiers, Enzymes, Bacteria, Solvents, Hot Water, or Other Agent to Facilitate the Passage of FOG or Hydrocarbons through an Interceptor (Section 6.7)	per occurance	N/A	\$1,000.00	N/A	N/A
Penalty - Failing to Provide One or More Monitoring Access Points for the Monitoring of Wastewater (Section 7.1)	per occurance	N/A	\$2,000.00	N/A	N/A
Penalty - Failing to Provide Direct Access to Any Monitoring Access Point Located on the Premises (Section 7.1)	per occurance	N/A	\$1,000.00	N/A	N/A
Penalty - Failing to Obtain Approval for Hauled Wastewater (Section 8.1)	per occurance	N/A	\$3,000.00	N/A	N/A
Penalty - Failing to Pay Any Fees and Charges Related to a Hauled Wastewater Approval or Agreement as set out in Schedule "H" (Section 8.1)	per occurance	N/A	\$200.00	N/A	N/A
Penalty - Releasing Hauled Wastewater at an Unauthorized Location (Section 8.1)	per occurance	N/A	\$3,000.00	N/A	N/A
Penalty - Failing to Immediately Notify the Proper Authorities where a Substance is Released into the Wastewater System (Section 9.1)	per occurance	N/A	\$1,000.00	N/A	N/A
Penalty - Failing to Submit a Written Report About a Release (Section 9.1)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Failing to Take All Reasonable Measures to Mitigate the Release of a Substance (Section 9.1)	per occurance	N/A	\$3,000.00	N/A	N/A
Penalty - Failing to Have a Written Approval, Permit, or Agreement Available for Inspection on Request (Section 10.1)	per occurance	N/A	\$200.00	N/A	N/A
Penalty - Failing to Comply with a Requirement of the CAO (Section 10.1)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Failing to Comply with a Requirement or Condition of an Agreement (Section 10.1)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Failing to Comply with a Requirement or Condition of a Written Approval or Permit (Section 10.1)	per occurance	N/A	\$1,500.00	N/A	N/A
Penalty - Failing to Comply with a Remedial Order (Section 11.3)	per occurance	N/A	\$1,000.00		

Bylaw #1584-22 Schedules Page 9 of 15

### Bylaw #1584-22 - Schedules

Effective as of September 1, 2022 (unless otherwise noted)

E = GST EXEMPT I = RATE INCLUDES GST	T = TAXABLE, TAX ADDE	D EXTRA TO THE STATE	D RATE		
GST SERVICE	UNITS OF MEASURE	2020/2021 RATES	2022 RATES	CHANGE INCR/DECR	% CHANGE
Penalty - Obstructing an Officer, the CAO, or their Designates in the Exercise of their Powers or Duties (Section 11.4)	per occurance	N/A	\$1,000.00	N/A	N/A
Stormwater Services (relating to Bylaw 1630)					
Storm Drainage Service Charge - Residential (effective January 1, 2023)	per month	N/A	\$8.35	N/A	N/A
Storm Drainage Service Charge - Non-Residential (effective January 1, 2023)	per month	N/A	\$16.69	N/A	N/A
Penalty - Release of Prohibited Material (Section 5.1)	per occurance	N/A	\$500.00	N/A	N/A
Penalty - Fail to Notify of Release (Section 5.3)	per occurance	N/A	\$75.00	N/A	N/A
Penalty - Fail to Mitigate a Prohibited Release (Section 5.3)	per occurance	N/A	\$500.00	N/A	N/A
Penalty - Fail to Cover or Clearly Mark Hoses (Section 5.3)	per occurance	N/A	\$75.00	N/A	N/A
Penalty - Allow Termination within 2m (Section 5.4)	per occurance	N/A	\$75.00	N/A	N/A
Penalty - Connect Directly to Foundation Drain or Weeping Tile (Section 5.4)	per occurance	N/A	\$75.00	N/A	N/A
Penalty - Pump/Redirect Water from a Parcel (Section 5.4)	per occurance	N/A	\$500.00	N/A	N/A
Penalty - Fail to Maintain Interceptor (Section 5.6)	per occurance	N/A	\$500.00	N/A	N/A
Penalty - Release Prohibted Material from an Interceptor (Section 5.6)	per occurance	N/A	\$500.00	N/A	N/A
Penalty - Unauthorized Use of Storm Drainage System (Section 5.7)	per occurance	N/A	\$500.00	N/A	N/A
Penalty - Allow Structure On or Over Storm Drainage Facility (Section 5.8)	per occurance	N/A	\$500.00	N/A	N/A
Penalty - Failure to Ensure Storm Drainage Facility Remains Clear of Debris (Section 5.8)	per occurance	N/A	\$500.00	N/A	N/A
Penalty - Insufficient Clearance Over a Storm Drainage Facility (Section 5.8)	per occurance	N/A	\$500.00	N/A	N/A
Penalty - Restricting flow into or within the Storm Drainage System (Section 5.8)	per occurance	N/A	\$500.00	N/A	N/A
Penalty - Unauthorized Connection to Storm Drainage System (Section 5.9)	per occurance	N/A	\$500.00	N/A	N/A
Penalty - Unauthorized Re-Use of Connection (Section 5.9)	per occurance	N/A	\$500.00	N/A	N/A
Penalty - Failure to Notify Town of Discontinuation of Use (Section 5.9)	per occurance	N/A	\$75.00	N/A	N/A
Penalty - Violation of Approval or Condition of Approval (Section 6.1)	per occurance	N/A	\$500.00	N/A	N/A
Penalty - Fail to Comply with Remedial Order (Section 7.2)	per occurance	N/A	\$500.00	N/A	N/A
Penalty - Hindering an Authorized Town Employee (Section 7.4)	per occurance	N/A	\$500.00	N/A	N/A
Garbage Services					
Rate as per Garbage Utility Bylaw					
Equipment Services					

Bylaw #1584-22 Schedules Page 10 of 15

### Bylaw #1584-22 - Schedules

Effective as of September 1, 2022 (unless otherwise noted)

	E = GST EXEMPT	I = RATE INCLUDES GST	T = TAXABLE, TAX ADD	ED EXTRA TO THE STATED RA	TE.		
GST	SERVICE		UNITS OF MEASURE	2020/2021 RATES	2022 RATES	CHANGE INCR/ <mark>DECR</mark>	% CHANGE
Т	Rate as per current Alberta Road Builders and Heavy Handbook	Equipment Association					
	Goods						
Т	Sale of Goods			Cost + 25% Cost + 25% restocking fee	restocking fee	\$0.00	0%



### Bylaw #1584-22 - Schedules

Effective as of September 1, 2022 (unless otherwise noted)

ST	SERVICE	UNITS OF MEASURE	2020/2021	2022	CHANGE	% CHANG
,1	SERVICE	CIVITS OF WILASONE	RATES	RATES	INCR/DECR	70 CHANG
SCHEDULE "C" - COI	MMUNITY SERVICES					
PARKS/SPORTSFIELDS						
Baseball Youth (Per Seas	on)	per player	\$22.00	\$25.00	\$3.00	149
Slo Pitch/Baseball Adult (	(Per Season)	per team	\$400.00	\$450.00	\$50.00	139
Slo Pitch Tournament JJT	Park		\$750.00	\$750.00	\$0.00	09
Concession at Diamonds	(per day/booking)		\$60.00	\$60.00	\$0.00	09
Concession at Diamonds	(OOR)		\$110.00	\$110.00	\$0.00	09
Bleacher Rental		per set	\$85.00	\$85.00	\$0.00	09
Park/Sports field Booking	g Fee	per booking	\$40.00	\$40.00	\$0.00	09
Soccer Youth (Per Season	n)	per player	\$22.00	\$25.00	\$3.00	149
Soccer Adult Team (Per S	Season)	per team	\$400.00	\$450.00	\$50.00	139
Football Youth (Per Sease	on)	per player	\$22.00	\$25.00	\$3.00	149
School Use (Joint Use Ag	reement)		\$0.00	\$0.00	\$0.00	09
			One Night	One Night		
Campground Reservation	n Fee	per reservation	Campground	<b>Campground Fee as</b>	\$0.00	0
			Fee as Below	Below		
Campground (Full Service	e - Power, Sewer & Water)	per night	\$35.00	\$40.00	\$5.00	149
Campground (Partial Ser	vice - Power)	per night	\$30.00	\$35.00	\$5.00	17
Capground (Tent)		per night	\$20.00	\$25.00	\$5.00	25
Firewood Bundle		per bundle	\$7.00	\$10.00	\$3.00	43
Arena - Summer (in effe	ct May 1 - August 31)					
Arena Slab-Profit Making	/Trade Fair	per day	\$850.00	\$850.00	\$0.00	0
Arena Slab Set-up Profit	Making/Trade Fair	per day	\$425.00	\$425.00	\$0.00	0
Arena Main Arena Youth		per hour	\$30.00	\$30.00	\$0.00	0
Arena Main Arena Adult		per hour	\$40.00	\$40.00	\$0.00	0
Arena Lobby-Profit Maki	ng	per hour	\$20.00	\$20.00	\$0.00	0
Arena Lobby-Non Profit		per hour	\$10.00	\$10.00	\$0.00	0
Arena Concession		per day	\$60.00	\$60.00	\$0.00	0
Arena - Winter (in effect	: September 1 - April 30)					
Minor Hockey, Figure Ska	ating, Youth	per hour	\$73.00	\$75.00	\$2.00	3
Recreation Hockey, Adul	t	per hour	\$125.00	\$130.00	\$5.00	4
Minor Hockey, Figure Ska	ating Youth (OOR)	per hour	\$150.00	\$175.00	\$25.00	17
Shinny Hockey Drop In ([		per player	\$7.00	\$8.00	\$1.00	14
Parent 'N Tot Drop in			\$0.00	\$0.00	\$0.00	0
Statutory Holiday Rental	(Boxing Day)	per hour	\$150.00	\$150.00	\$0.00	0
Public/Family Skating Spo		per season	\$3,000.00	\$3,000.00	\$0.00	0
Non-Prime Time Usage		Dollars off per hour	\$10.00	\$10.00	\$0.00	0
		The second secon				0'

Bylaw #1584-22 Schedules

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### Bylaw #1584-22 - Schedules

Effective as of September 1, 2022 (unless otherwise noted)

E = GST EXEMPT I = RATE I	NCLUDES GST T = TAXABLE, TAX ADD				
GST SERVICE	LINUTE OF MEASURE	2020/2021	2022	CHANGE	% CHANGE
GST SERVICE	UNITS OF MEASURE	RATES	RATES	INCR/DECR	% CHANG
Wall Advertising	per year	\$250.00	\$250.00	\$0.00	0%
Centre Ice Advertising	per year	\$636.00	\$650.00	\$14.00	29
Neutral Zone Advertising	per year	\$530.00	\$500.00	-\$30.00	-6%
Zamboni Advertising	per year	\$620.00	\$650.00	\$30.00	5%
Concession Lease (Winter Season)	per year	\$1,000.00	\$1,000.00	\$0.00	09
Senior Citizen Centre Lease	per year	\$1,000.00	\$1,000.00	\$0.00	0
Arena Event Set-Up/Take Down		half price	half price	\$0.00	0
Schools (Joint Use Agreement)		\$0.00	\$2.00	\$2.00	N/
Pool					
Infant/Preschool (0-3 Years) Drop In	·	\$0.00	\$0.00	\$0.00	0'
Hot Tub/ Shower		\$2.00	\$2.00	\$0.00	0'
Child (4-7Years) Drop In		\$3.00	\$3.00	\$0.00	0
Youth (8-17 Years) Drop In		\$4.00	\$5.00	\$1.00	25
Adult (18+ Years) Drop In		\$6.00	\$7.00	\$1.00	17
Senior (55+ Years) Drop In		\$5.00	\$6.00	\$1.00	20
Family		\$14.00	\$15.00	\$1.00	7
Sr. Aquafit Drop In		\$5.50	\$6.00	\$0.50	9
Masters/Boot Camp/Aquafit Drop In/Boot Camp		\$7.00	\$8.00	\$1.00	14
1 Month Pass Child	per month	\$24.00	\$24.00	\$0.00	0
1 Month Pass Youth	per month	\$32.00	\$32.00	\$0.00	C
1 Month Pass Family	per month	\$80.00	\$80.00	\$0.00	C
1 Month Pass Pre-school (0-3 Years)	per month	\$0.00	\$0.00	\$0.00	C
1 Month Pass Adult	per month	\$50.00	\$50.00	\$0.00	C
1 Month Pass Senior (55+ Years)	per month	\$40.00	\$40.00	\$0.00	C
1 Month Pass Aquafit	per month	\$52.00	\$52.00	\$0.00	C
1 Month Pass Sr. Aquafit (55+ Years)	per month	\$42.00	\$42.00	\$0.00	C
6 Month Pass Child	per 6 months	\$99.00	\$99.00	\$0.00	C
6 Month Pass Youth	per 6 months	\$136.00	\$136.00	\$0.00	C
6 Month Pass Family	per 6 months	\$338.00	\$338.00	\$0.00	C
6 Month Pass Pre-school (0-3 Years)	per 6 months	\$0.00	\$0.00	\$0.00	C
6 Month Pass Adult	per 6 months	\$210.00	\$210.00	\$0.00	(
6 Month Pass Senior (55+ Years)	per 6 months	\$170.00	\$170.00	\$0.00	(
6 Month Pass Aquafit	per 6 months	\$215.00	\$215.00	\$0.00	(
6 Month Pass Sr. Aquafit (55+ Years)	per 6 months	\$180.00	\$180.00	\$0.00	C
1 Year Pass Child	per year	\$165.00	\$165.00	\$0.00	C
1 Year Pass Youth	per year	\$224.00	\$224.00	\$0.00	C
1 Year Pass Family	per year	\$565.00	\$565.00	\$0.00	0
1 Year Pass Adult	per year	\$340.00	\$340.00	\$0.00	0

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### Bylaw #1584-22 - Schedules

### Effective as of September 1, 2022 (unless otherwise noted)

1 Year Pass Aquafit (55+ Years)		E = GST EXEMPT	I = RATE INCLUDES GST	T = TAXABLE, TAX ADDI	ED EXTRA TO THE STATE	D RATE		
1 Year Pass Senior (55+ Years)	CCT	SERVICE.		LINUTE OF MACACLIDE	2020/2021	2022	CHANGE	ov chance
1 Year Pass Aquafit (55+ Years)	GST	SERVICE		UNITS OF WEASURE	RATES	RATES	INCR/DECR	% CHANGE
1 Year Pass Sr. Aquafit (55+ Years)	1 Year Pass Senior (5	55+ Years)		per year	\$280.00	\$280.00	\$0.00	0%
1 Year Pass Sr. Aquiaft (55+ Years)   per year   \$300.00   \$300.00   \$0.00     10 Punch Child   \$27.00   \$52.00   \$0.00     10 Punch Youth   \$55.00   \$45.00   \$59.00   \$2.00     10 Punch Adult   \$54.00   \$65.00   \$9.00   \$2.00     10 Punch Adult   \$54.00   \$65.00   \$9.00   \$2.00     10 Punch Adult   \$54.00   \$54.00   \$59.00   \$2.00     10 Punch Aquiaft/Masters/Bootcamp   \$63.00   \$72.00   \$9.00   \$2.00     10 Punch Aquiaft/Masters/Bootcamp   \$63.00   \$72.00   \$9.00   \$2.00     10 Punch Family Swim   \$63.00   \$72.00   \$9.00   \$1.00   \$1.00   \$1.00     10 Punch Family Swim   \$126.00   \$145.00   \$19.00   \$1.00   \$1.00     20 Punch Child   \$87.00   \$57.00   \$50.00   \$1.00	1 Year Pass Aquafit			per year	\$350.00	\$350.00	\$0.00	0%
10 Punch Youth		fit (55+ Years)		per year	\$300.00	\$300.00	\$0.00	0%
10 Punch Adult	10 Punch Child				\$27.00	\$27.00	\$0.00	0%
10 Punch Senior (55+ Years)	10 Punch Youth				\$36.00	\$45.00	\$9.00	25%
10 Punch Aquafit/Masters/Bootcamp	10 Punch Adult				\$54.00	\$63.00	\$9.00	17%
10 Punch Sr. Aquafit (55+ Years)	10 Punch Senior (55	+ Years)			\$45.00	\$54.00	\$9.00	20%
10 Punch Family Swim	10 Punch Aquafit/M	asters/Bootcamp			\$63.00	\$72.00	\$9.00	14%
20 Punch Child	10 Punch Sr. Aquafit	(55+ Years)			\$49.50	\$54.00	\$4.50	9%
20 Punch Youth	10 Punch Family Swi	m			\$126.00	\$145.00	\$19.00	15%
20 Punch Adult	20 Punch Child				\$57.00	\$57.00	\$0.00	0%
20 Punch Senior (55+ Years)   \$90.00   \$102.00   \$12.00   1   20 Punch Aquafit (Masters/Bootcamp   \$117.00   \$136.00   \$19.00   1   20 Punch Aquafit (Masters/Bootcamp   \$117.00   \$136.00   \$19.00   1   20 Punch Fr. Aquafit (55+ Years)   \$93.50   \$102.00   \$8.50   20 Punch Family Pass   \$238.00   \$255.00   \$17.00   20 Punch Family Pass   \$238.00   \$325.00   \$0.00   20 Punch Family Pass   \$250.00   \$325.00   \$325.00   \$0.00   20 Punch Family Pass   \$250.00   \$325.00	20 Punch Youth				\$72.00	\$85.00	\$13.00	18%
20 Punch Aquafit/Masters/Bootcamp	20 Punch Adult				\$108.00	\$119.00	\$11.00	10%
20 Punch Sr. Aquafit (55+ Years)   \$93.50   \$102.00   \$8.50	20 Punch Senior (55	+ Years)			\$90.00	\$102.00	\$12.00	13%
20 Punch Family Pass   \$238.00   \$255.00   \$17.00	20 Punch Aquafit/M	asters/Bootcamp			\$117.00	\$136.00	\$19.00	16%
E Junior Lifeguard Club Session \$180.00 \$180.00 \$0.00  Water Safety Instructor Course per course \$325.00 \$325.00 \$0.00  Water Safety Instructor Re-cert per course \$95.00 \$95.00 \$0.00  Lifesaving Instructor Course per course \$95.00 \$95.00 \$75.00 \$0.00  Lifesaving Instructor Course per course \$50.00 \$50.00 \$75.00 \$0.00  Lifesaving Instructor Re-cert per course \$50.00 \$60.00 \$0.00  National Lifeguard Course per course \$315.00 \$60.00 \$0.00 \$0.00  National Lifeguard Re-cert per course \$50.00 \$60.00 \$10.00 \$0.00  E First Aid Course per course \$160.00 \$180.00 \$20.00 \$10.00 \$0.00  E Bronze Medallion/Bronze Cross - Combined Course per course \$80.00 \$80.00 \$0.00  Bronze Medallion or Bronze Cross - Full Course per course \$130.00 \$160.00 \$30.00 \$0.00  E Babysitting Course per course \$75.00 \$84.00 \$9.00 \$0.00  B Boating Manual each \$20.00 \$20.00 \$0.00  I Concession Room (Not-for-profit, Public) per hour \$10.00 \$10.00 \$0.00  I Concession Room (Not-for-profit, Public) per half day \$20.00 \$20.00 \$0.00  I Concession Room (Not-for-profit, Public) per half day \$40.00 \$40.00 \$0.00  I Concession Room (Commercial, Profit Making) per hour \$20.00 \$20.00 \$0.00  I Concession Room (Commercial, Profit Making) per half day \$40.00 \$40.00 \$0.00  I Concession Room (Commercial, Profit Making) per half day \$40.00 \$40.00 \$0.00  I Concession Room (Commercial, Profit Making) per half day \$40.00 \$40.00 \$0.00  I Concession Room (Commercial, Profit Making) per half day \$40.00 \$40.00 \$0.00	20 Punch Sr. Aquafit	(55+ Years)			\$93.50	\$102.00	\$8.50	9%
Water Safety Instructor Course         per course         \$325.00         \$325.00         \$0.00           Water Safety Instructor Re-cert         per course         \$95.00         \$95.00         \$0.00           Lifesaving Instructor Course         per course         \$250.00         \$325.00         \$75.00         3           Lifesaving Instructor Re-cert         per course         \$60.00         \$60.00         \$50.00	20 Punch Family Pas	S			\$238.00	\$255.00	\$17.00	7%
Water Safety Instructor Re-cert         per course         \$95.00         \$95.00         \$0.00           Lifesaving Instructor Course         per course         \$250.00         \$325.00         \$75.00         3           Lifesaving Instructor Re-cert         per course         \$60.00         \$60.00         \$0.00           National Lifeguard Course         per course         \$315.00         \$367.00         \$52.00         1           National Lifeguard Re-cert         per course         \$50.00         \$60.00         \$10.00         2           E First Aid Course         per course         \$160.00         \$180.00         \$20.00         1           First Aid Course Re-cert         per course         \$80.00         \$80.00         \$0.00           E Bronze Medallion/Bronze Cross - Combined Course         per course         \$225.00         \$225.00         \$0.00           Bronze Medallion or Bronze Cross - Full Course         per course         \$130.00         \$160.00         \$30.00         2           E Babysitting Course         per course         \$75.00         \$84.00         \$9.00         1           E Boating Manual         each         \$20.00         \$20.00         \$0.00           Boating exam         per exam         \$25.00         \$20.00	E Junior Lifeguard Club	Session			\$180.00	\$180.00	\$0.00	0%
Lifesaving Instructor Course         per course         \$250.00         \$325.00         \$75.00         3           Lifesaving Instructor Re-cert         per course         \$60.00         \$60.00         \$0.00           National Lifeguard Course         per course         \$315.00         \$367.00         \$52.00         1           National Lifeguard Re-cert         per course         \$50.00         \$60.00         \$10.00         2           E First Aid Course         per course         \$160.00         \$180.00         \$20.00         1           First Aid Course Re-cert         per course         \$80.00         \$80.00         \$0.00         \$0.00           E Bronze Medallion/Bronze Cross - Combined Course         per course         \$225.00         \$0.00         \$0.00           Bronze Medallion or Bronze Cross - Full Course         per course         \$130.00         \$160.00         \$30.00         2           E Babysitting Course         per course         \$130.00         \$160.00         \$30.00         2           E Boating Manual         each         \$20.00         \$20.00         \$0.00         \$0.00           B Concession Room (Not-for-profit, Public)         per hour         \$10.00         \$10.00         \$0.00           I Concession Room (Not-for-profit, P	Water Safety Instruc	tor Course		per course	\$325.00	\$325.00	\$0.00	0%
Lifesaving Instructor Re-cert         per course         \$60.00         \$0.00           National Lifeguard Course         per course         \$315.00         \$367.00         \$52.00         1           National Lifeguard Re-cert         per course         \$50.00         \$60.00         \$10.00         2           E First Aid Course         per course         \$160.00         \$180.00         \$20.00         1           First Aid Course Re-cert         per course         \$80.00         \$80.00         \$0.00           E Bronze Medallion/Bronze Cross - Combined Course         per course         \$225.00         \$225.00         \$0.00           Bronze Medallion or Bronze Cross - Full Course         per course         \$130.00         \$160.00         \$30.00         2           E Babysitting Course         per course         \$130.00         \$160.00         \$30.00         2           E Boating Manual         each         \$20.00         \$20.00         \$9.00         1           E Boating exam         per exam         \$25.00         \$25.00         \$0.00           I Concession Room (Not-for-profit, Public)         per hour         \$10.00         \$10.00         \$0.00           I Concession Room (Not-for-profit, Public)         per full day         \$40.00         \$40.00 <td>Water Safety Instruc</td> <td>tor Re-cert</td> <td></td> <td>per course</td> <td>\$95.00</td> <td>\$95.00</td> <td>\$0.00</td> <td>0%</td>	Water Safety Instruc	tor Re-cert		per course	\$95.00	\$95.00	\$0.00	0%
National Lifeguard Course         per course         \$315.00         \$367.00         \$52.00         1           National Lifeguard Re-cert         per course         \$50.00         \$60.00         \$10.00         2           E First Aid Course         per course         \$160.00         \$180.00         \$20.00         1           First Aid Course Re-cert         per course         \$80.00         \$80.00         \$0.00           E Bronze Medallion/Bronze Cross - Combined Course         per course         \$225.00         \$2.00         \$0.00           Bronze Medallion or Bronze Cross - Full Course         per course         \$130.00         \$160.00         \$30.00         2           E Babysitting Course         per course         \$75.00         \$84.00         \$9.00         1           E Boating Manual         each         \$20.00         \$20.00         \$9.00         1           E Boating Exam         per exam         \$25.00         \$0.00         \$0.00         \$0.00           I Concession Room (Not-for-profit, Public)         per hour         \$10.00         \$10.00         \$0.00           I Concession Room (Not-for-profit, Public)         per full day         \$40.00         \$40.00         \$0.00           I Concession Room (Commercial, Profit Making)         per	Lifesaving Instructor	Course		per course	\$250.00	\$325.00	\$75.00	30%
National Lifeguard Re-cert         per course         \$50.00         \$60.00         \$10.00         2           E First Aid Course         per course         \$160.00         \$180.00         \$20.00         1           First Aid Course Re-cert         per course         \$80.00         \$80.00         \$0.00           E Bronze Medallion/Bronze Cross - Combined Course         per course         \$225.00         \$225.00         \$0.00           Bronze Medallion or Bronze Cross - Full Course         per course         \$130.00         \$160.00         \$30.00         2           E Babysitting Course         per course         \$75.00         \$84.00         \$9.00         1           E Boating Manual         each         \$20.00         \$20.00         \$0.00           Boating exam         per exam         \$25.00         \$25.00         \$0.00           I Concession Room (Not-for-profit, Public)         per hour         \$10.00         \$0.00           I Concession Room (Not-for-profit, Public)         per full day         \$40.00         \$0.00           I Concession Room (Commercial, Profit Making)         per hour         \$20.00         \$0.00           I Concession Room (Commercial, Profit Making)         per half day         \$40.00         \$40.00         \$0.00           I	Lifesaving Instructor	Re-cert		per course	\$60.00	\$60.00	\$0.00	0%
E         First Aid Course         per course         \$160.00         \$180.00         \$20.00         1           First Aid Course Re-cert         per course         \$80.00         \$80.00         \$0.00           E         Bronze Medallion/Bronze Cross - Combined Course         per course         \$225.00         \$225.00         \$0.00           Bronze Medallion or Bronze Cross - Full Course         per course         \$130.00         \$160.00         \$30.00         2           E         Babysitting Course         per course         \$75.00         \$84.00         \$9.00         1           E         Boating Manual         each         \$20.00         \$20.00         \$0.00           Boating exam         per exam         \$25.00         \$25.00         \$0.00           I         Concession Room (Not-for-profit, Public)         per hour         \$10.00         \$10.00         \$0.00           I         Concession Room (Not-for-profit, Public)         per half day         \$20.00         \$0.00           I         Concession Room (Commercial, Profit Making)         per hour         \$20.00         \$0.00           I         Concession Room (Commercial, Profit Making)         per half day         \$40.00         \$40.00         \$0.00           I         Conc	National Lifeguard C	ourse		per course	\$315.00	\$367.00	\$52.00	17%
First Aid Course Re-cert         per course         \$80.00         \$0.00           E Bronze Medallion/Bronze Cross - Combined Course         per course         \$225.00         \$0.00           Bronze Medallion or Bronze Cross - Full Course         per course         \$130.00         \$30.00         2           E Babysitting Course         per course         \$75.00         \$84.00         \$9.00         1           E Boating Manual         each         \$20.00         \$20.00         \$0.00           Boating exam         per exam         \$25.00         \$0.00           I Concession Room (Not-for-profit, Public)         per hour         \$10.00         \$0.00           I Concession Room (Not-for-profit, Public)         per half day         \$20.00         \$0.00           I Concession Room (Not-for-profit, Public)         per full day         \$40.00         \$0.00           I Concession Room (Commercial, Profit Making)         per hour         \$20.00         \$0.00           I Concession Room (Commercial, Profit Making)         per half day         \$40.00         \$40.00         \$0.00           I Concession Room (Commercial, Profit Making)         per full day         \$80.00         \$80.00         \$0.00	National Lifeguard R	e-cert		per course	\$50.00	\$60.00	\$10.00	20%
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Bronze Medallion or Bronze Cross - Full Course         per course         \$130.00         \$30.00         2           E Babysitting Course         per course         \$75.00         \$84.00         \$9.00         1           E Boating Manual         each         \$20.00         \$20.00         \$0.00           Boating exam         per exam         \$25.00         \$25.00         \$0.00           I Concession Room (Not-for-profit, Public)         per hour         \$10.00         \$10.00         \$0.00           I Concession Room (Not-for-profit, Public)         per half day         \$20.00         \$20.00         \$0.00           I Concession Room (Not-for-profit, Public)         per full day         \$40.00         \$0.00           I Concession Room (Commercial, Profit Making)         per hour         \$20.00         \$20.00         \$0.00           I Concession Room (Commercial, Profit Making)         per half day         \$40.00         \$40.00         \$0.00           I Concession Room (Commercial, Profit Making)         per full day         \$80.00         \$0.00	First Aid Course Re-c	ert		per course	\$80.00	\$80.00	\$0.00	0%
E         Babysitting Course         \$75.00         \$84.00         \$9.00         1           E         Boating Manual         each         \$20.00         \$20.00         \$0.00           Boating exam         per exam         \$25.00         \$25.00         \$0.00           I         Concession Room (Not-for-profit, Public)         per hour         \$10.00         \$10.00         \$0.00           I         Concession Room (Not-for-profit, Public)         per half day         \$20.00         \$20.00         \$0.00           I         Concession Room (Not-for-profit, Public)         per full day         \$40.00         \$40.00         \$0.00           I         Concession Room (Commercial, Profit Making)         per hour         \$20.00         \$20.00         \$0.00           I         Concession Room (Commercial, Profit Making)         per half day         \$40.00         \$40.00         \$0.00           I         Concession Room (Commercial, Profit Making)         per full day         \$80.00         \$80.00         \$0.00	E Bronze Medallion/B	ronze Cross - Combined Course		per course	\$225.00	\$225.00	\$0.00	0%
E         Boating Manual         each         \$20.00         \$20.00         \$0.00           Boating exam         per exam         \$25.00         \$25.00         \$0.00           I         Concession Room (Not-for-profit, Public)         per hour         \$10.00         \$10.00         \$0.00           I         Concession Room (Not-for-profit, Public)         per half day         \$20.00         \$20.00         \$0.00           I         Concession Room (Not-for-profit, Public)         per full day         \$40.00         \$40.00         \$0.00           I         Concession Room (Commercial, Profit Making)         per hour         \$20.00         \$20.00         \$0.00           I         Concession Room (Commercial, Profit Making)         per half day         \$40.00         \$40.00         \$0.00           I         Concession Room (Commercial, Profit Making)         per full day         \$80.00         \$80.00         \$0.00	Bronze Medallion or	Bronze Cross - Full Course		per course	\$130.00	\$160.00	\$30.00	23%
Boating exam         per exam         \$25.00         \$25.00         \$0.00           I Concession Room (Not-for-profit, Public)         per hour         \$10.00         \$10.00         \$0.00           I Concession Room (Not-for-profit, Public)         per half day         \$20.00         \$20.00         \$0.00           I Concession Room (Not-for-profit, Public)         per full day         \$40.00         \$40.00         \$0.00           I Concession Room (Commercial, Profit Making)         per hour         \$20.00         \$20.00         \$0.00           I Concession Room (Commercial, Profit Making)         per half day         \$40.00         \$40.00         \$0.00           I Concession Room (Commercial, Profit Making)         per full day         \$80.00         \$80.00         \$0.00	E Babysitting Course		•	per course	\$75.00	\$84.00	\$9.00	12%
I Concession Room (Not-for-profit, Public)         per hour         \$10.00         \$10.00         \$0.00           I Concession Room (Not-for-profit, Public)         per half day         \$20.00         \$20.00         \$0.00           I Concession Room (Not-for-profit, Public)         per full day         \$40.00         \$40.00         \$0.00           I Concession Room (Commercial, Profit Making)         per hour         \$20.00         \$20.00         \$0.00           I Concession Room (Commercial, Profit Making)         per half day         \$40.00         \$40.00         \$0.00           I Concession Room (Commercial, Profit Making)         per full day         \$80.00         \$80.00         \$0.00	E Boating Manual			each	\$20.00	\$20.00	\$0.00	0%
I Concession Room (Not-for-profit, Public) per half day \$20.00 \$20.00 \$0.00 I Concession Room (Not-for-profit, Public) per full day \$40.00 \$40.00 \$0.00 I Concession Room (Commercial, Profit Making) per hour \$20.00 \$20.00 \$0.00 I Concession Room (Commercial, Profit Making) per half day \$40.00 \$40.00 \$0.00 I Concession Room (Commercial, Profit Making) per full day \$80.00 \$0.00	Boating exam			per exam	\$25.00	\$25.00	\$0.00	0%
I Concession Room (Not-for-profit, Public)  I Concession Room (Commercial, Profit Making)  Per half day  \$40.00  \$40.00  \$0.00  \$0.00  \$0.00  \$0.00  \$0.00  \$0.00  \$0.00  \$0.00	I Concession Room (N	lot-for-profit, Public)		per hour	\$10.00	\$10.00	\$0.00	0%
I Concession Room (Commercial, Profit Making)  Per half day  \$40.00  \$40.00  \$0.00  \$0.00	I Concession Room (N	lot-for-profit, Public)		per half day	\$20.00	\$20.00	\$0.00	0%
I Concession Room (Commercial, Profit Making)per half day\$40.00\$40.00\$0.00I Concession Room (Commercial, Profit Making)per full day\$80.00\$80.00\$0.00	I Concession Room (N	lot-for-profit, Public)		per full day	\$40.00	\$40.00	\$0.00	0%
I Concession Room (Commercial, Profit Making) per full day \$80.00 \$80.00	I Concession Room (C	ommercial, Profit Making)		per hour	\$20.00	\$20.00	\$0.00	0%
	I Concession Room (C	ommercial, Profit Making)		per half day	\$40.00	\$40.00	\$0.00	0%
I Private Pool Rental per hour \$130.00 <b>\$140.00</b> \$10.00	I Concession Room (C	ommercial, Profit Making)		per full day	\$80.00	\$80.00	\$0.00	0%
	I Private Pool Rental			per hour	\$130.00	\$140.00	\$10.00	8%

Bylaw #1584-22 Schedules Page 14 of 15

### Bylaw #1584-22 - Schedules

### Effective as of September 1, 2022 (unless otherwise noted)

	E = GST EXEMPT I = RATE INCLUD	ES GST T = TAXABLE, TAX ADI	DED EXTRA TO THE	STATED RATE		
GST	CED/UCE	LINUTE OF MACACLIDE	2020/2021	2022	CHANGE	0/ CHANCE
	SERVICE	UNITS OF MEASURE	RATES	RATES	INCR/DECR	% CHANGE
I	Private Pool Rental Extra Guard	per guard	\$30.00	\$30.00	\$0.00	0%
	Private Rental Pool Toy	per hour	\$30.00	\$30.00	\$0.00	0%
I	Sponsored Swim	per swim	\$150.00	\$170.00	\$20.00	13%
ı	Swim Club All Lanes/Full Pool	per hour	\$65.00	\$70.00	\$5.00	8%
I	Swim Club Lane Rental	per lane	\$15.00	\$16.00	\$1.00	7%
- 1	Kayak Club Full Pool	per hour	\$65.00	\$70.00	\$5.00	8%
I	Locker Rental – Per Month	per month	\$7.50	\$7.50	\$0.00	0%
I	Locker Rental – Per Year	per year	\$75.00	\$75.00	\$0.00	0%
E	Private Lessons	1/2 hour	\$22.50	\$22.50	\$0.00	0%
Е	Private Lessons	1 hour	\$30.00	\$30.00	\$0.00	0%
E	Semi-Private Lessons	1/2 hour/person	\$17.50	\$17.50	\$0.00	0%
Ε	Semi-Private Lessons	1 hour/person	\$25.00	\$25.00	\$0.00	0%
E	5 Week Red Cross Lessons (Pre-school-SK2)		\$45.00	\$47.00	\$2.00	4%
E	5 Week Red Cross Lessons (Swim Kids 3-6)		\$48.00	\$50.00	\$2.00	4%
E	5 Week Red Cross Lessons (Swim Kids 7-10)		\$50.00	\$52.00	\$2.00	4%
Е	8 Week Red Cross Lessons (Pre-school-SK2)		\$60.00	\$62.50	\$2.50	4%
Е	8Week Red Cross Lessons (Swim Kids 3-6)		\$62.50	\$65.00	\$2.50	4%
E	8Week Red Cross Lessons (Swim Kids 7-10)		\$65.00	\$67.50	\$2.50	4%
Е	School Lessons (Full Red Cross/Student)		\$35.00	\$36.50	\$1.50	4%
Е	School Lessons (Certificate Program)		\$25.00	\$26.50	\$1.50	6%
Е	Fitness/Stroke Improvement (Per Student/Day)		\$4.50	\$5.00	\$0.50	11%
	School Kayaking/Student		\$6.00	\$6.00	\$0.00	0%
	School Open Swim - 1 Hour (Per Student)		\$3.50	\$3.50	\$0.00	0%
	School Open Swim – 2 Hours (Per Student)		\$4.00	\$4.00	\$0.00	0%
	Programs					
	Aerobics Adult		\$7.00	\$7.00	\$0.00	0%
F	Summer Games Registration Fee (\$25.00 is charged but \$12.00 is forward	ded on	\$10.00	\$10.00	¢0.00	0%
	to host community)		\$10.00	\$10.00	\$0.00	0%
			Offered on a	Offered on a break- break-even even basis.	\$0.00	0%
	Programs i.e. Clinics and Workshops		break-even			
			basis.	even pasis.		

# Town of Pincher Creek

### **REQUEST FOR DECISION**

Council

SUBJECT: Clean Energy Improvement Program Bylav	w #1634-22
PRESENTED BY:	DATE OF MEETING:
Wendy Catonio, Director of Finance and Human	7/25/2022
Resources	

#### **PURPOSE:**

For Council to consider implementing the Clean Energy Improvement Program through Bylaw #1634-22 and giving administration direction for next steps.

### **RECOMMENDATION:**

That Council for the Town of Pincher Creek agree to give first reading to the Clean Energy Improvement Program Bylaw #1634-22.

That Council for the Town of Pincher Creek direct administration to contact the Municipal District of Pincher Creek #9 to discuss the proposal to partner and apply for a loan through the Federation of Canadian Municipalities.

### **BACKGROUND/HISTORY:**

The Clean Energy Improvement Program (CEIP) provides loans to property owners for clean energy improvements that are repaid through their property tax bill. This allows owners the flexibility of selling their property and passing the loan onto the new owner instead of having to commit to long payback times that come with some infrastructure.

This program is administered by Alberta Municipalities, who provide support in starting the program and then also with administrative tasks once it has been implemented. The first step in offering the program to our residents is passing a bylaw indicating our terms for creating an agreement between the Municipality and the property owner for a clean energy improvement. This has been done and the bylaw is presented as an attachment to this request for first reading.

The next step is to consider the route the Town wants to take to secure loan funding to distribute to the property owners who decide to implement the program. There are three options:

Option 1 – Partner with the MD to increase the total loan value and apply for a loan from the Federation of Canadian Municipalities (FCM) for 80% of the costs of the first four years of the program. The FCM also offers a grant worth 50% of the loan to cover costs. The remaining 20% of the costs will need to be secured through a bank, or internally. This option is not recommended if the application is made by the Town on its own because the

community is too small, meaning the projected loan value is too low and the 50% grant will not cover the extra costs and administrative burden.

Option 2 – Seek a loan agreement through a bank.

Option 3 – Fund the program internally

Going ahead with the FCM grant process will mean the program will take about one year to launch starting from the beginning of the first 2023 cohort This is due to the extra duties required to secure the grant such as a market study. If it is decided to pursue other funding methods, then the program will be ready for launch approximately 6-8 months after the start of the first 2023 cohort.

### **ALTERNATIVES:**

That Council for the Town of Pincher Creek request further information from administration to be presented at a future Council meeting.

That Council for the Town of Pincher Creek not pass the Clean Energy Improvement Program Bylaw #1634-22.

### **IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:**

Council is committed to reducing Greenhouse gas emissions and saving energy costs through the commitment to the Municipal Climate Change Action Center Program Grant. This Clean Energy Improvement Program Bylaw #164-22 is a natural next step to assist the residents of the Town of Pincher Creek to reduce Greenhouse gas emissions and save energy costs.

#### FINANCIAL IMPLICATIONS:

Option 1 – The Town and MD receive a loan for 80% of the total costs, along with a grant valued at 50% of

the loan to cover startup fees, loan defaults, marketing, auditing requirements and administration costs.

The remaining 20% will need to be funded internally or through a bank.

Option 2 – The Town enters into an agreement with a bank to secure the loans for the program. There is a

\$15,000 startup fee to get the program running and a charge to participants valued at 5% of their project to

cover administration fees.

Option 3 – The Town internally funds the program, using reserves. There is a \$15,000 startup fee to get the program running and a charge to participants valued at 5% of their project to cover administration fees.

### PUBLIC RELATIONS IMPLICATIONS:

Going forward with this program will show our residents that we are committed to supporting them reduce

greenhouse gas emissions and save on energy costs. It will also give us an opportunity to continue to be a

leader in the sustainability space and set an example for other municipalities to follow.

Partnering with the MD will show our continued commitment to creating a strong relationship and working together to improve the Pincher Creek area.

### **ATTACHMENTS:**

1634-22 - Clean Energy Improvement Program - 2961

### **CONCLUSION/SUMMARY:**

Administration supports Council giving first reading to the Clean Energy Improvement Program Bylaw #1634-22.

Signatures:

**Department Head:** 

Wendy Catonio Laurie Wilgosh

CAO:



### BY-LAW #1634-22 of the TOWN OF PINCHER CREEK

### A BYLAW OF THE MUNICIPALITY OF THE TOWN OF PINCHER CREEK, IN THE PROVINCE OF ALBERTA, TO ESTABLISH A CLEAN ENERGY IMPROVEMENT PROGRAM.

WHEREAS, the purpose of a municipality is to foster the well-being of the environment and provide services, facilities, and more that, in the opinion of council are necessary or desirable for all, or as part of the municipality;

WHEREAS, the Clean Energy Improvement Program is a financing program that uses municipal financing to facilitate the implementation of clean energy improvements to residential and non-residential, and non-designated industrial properties through the use of a local assessment mechanism to provide security for repayment of the financing;

WHEREAS, Alberta Municipal Services Corporation (operating as Alberta Municipalities) has been designated by the Minister as the Program Administrator responsible for the Clean Energy Improvement Program to support municipalities in Alberta that finance clean energy improvements;

WHEREAS, the Council of Pincher Creek wishes to enable a Clean Energy Improvement Tax Bylaw to establish a Clean Energy Improvement Program pursuant to section 390.3 of the Municipal government Act, R.S.A 200, c. M-26 ('the Act');

WHEREAS, the Council of the Town of Pincher Creek wishes to enable financing for clean energy improvements for eligible properties in their municipality.

NOW THEREORE, the Council of the Town of Pincher Creek; duly assembled enacts as follows:

#### 1. SECTION 1: TITLE

1.1 This Bylaw be cited as the "Clean Energy Improvement Tax Bylaw" of the Town of Pincher Creek.

### 2. SECTION 2: DEFINITIONS

In this bylaw, unless the context otherwise requires, the word, term, or expressions:

- 2.1 ACT means the Municipal Government Act, R.S.A. 2000, c. M-26 as amended, and any amendment or substitutions thereof;
- 2.2 BYLAW means this Clean Energy Improvement Tax Bylaw;
- 2.3 CHIEF ADMINISTRATIVE OFFICER (CAO) means the person appointed to the position of the chief administrative officer for the Town of Pincher Creek, within the meaning of the Municipal Government Act.

Initials:



- 2.4 CLEAN ENERGY IMPROVEMENT AGREEMENT or AGREEMENT means the agreement executed between the Municipality and the Owner of an Eligible Property whereby the Owner agrees to pay an amount required to cover the costs of financing each Eligible Clean Energy Improvement approved by the Program Administrator, as drafted in accordance with section 390.4 of the Act;
- 2.5 CLEAN ENERGY IMPROVEMENT TAX means a tax levied against an Eligible Property pursuant to an Agreement;.
- 2.6 ELIGIBLE PROPERTY means a property located within the Municipality that is designated as residential, non-residential or not-designated industrial property but does not include designated industrial property or government-owned properties;
- 2.7 DESIGNATED MANUFACTURED HOME means a manufactured home, mobile home, modular home or travel trailer;
- 2.8 MUNICIPALITY means the Town of Pincher Creek;
- 2.9 OWNER means, collectively, the registered owners of a property;
- 2.10 PROGRAM means the Clean Energy Improvement Program as described in the Act and Regulation and defined henceforth.
- 2.11 PROGRAM ADMINISTRATOR means the Alberta Municipal Services Corporation (operating as Alberta Municipalities) or provincially designated Program Administrator as defined in the Clean Energy Improvements Regulation.
- 2.12 REGULATION means the Clean Energy Improvements Regulation, A.R. 212/2018 and amendments thereto.

### 3. SECTION 3: GENERAL RULES

- 3.1. A property Owner of an Eligible Property within the Municipality can apply to the Program Administrator to seek financing for a clean energy improvement to their property.
- 3.2. Participation in the Program is limited to eligible properties, defined as a property located within the Municipality that is designated as residential, non-residential, or not-designated industrial property, but does not include designated industrial property, government owned properties, and designated manufactured homes.
- 3.3. An applicant of a non-profit property that is tax-exempt would be responsible to pay any and all principal and interest of the Clean Energy Improvement Program costs as per the Clean Energy Improvement Agreement.
- 3.4. The Chief Administrative Officer, or designate of the Town of Pincher Creek is hereby authorized to Impose a Clean Energy Improvement Tax, in respect of each clean energy improvement made to a property, where a municipality has entered into a Clean Energy Improvement Agreement with the property Owner(s) of that property.
- 3.5. The Clean Energy Improvement Tax will be voluntarily levied against a property when there is a Clean Energy Improvement Agreement to raise revenue to pay the amount required to recover the costs of those clean energy improvements, including principal and interest, to do so between the Municipality and the property Owner.

T.	nitials.	



- 3.6. The property Owner(s) must meet the criteria listed below to be eligible to participate in the Clean Energy Improvement Program:
  - i) They must be current on their taxation payment for the property, for a period of five years, prior to the date of the application to the Program;
  - ii) They must have never been in collections for a property in the Town of Pincher Creek;
  - iii) They may, for first time property Owners that have purchased the property within the last 5 years, be subject to an enhanced financial eligibility review;
  - iv) They must, for property Owners that are new to the Municipality and do not have a financial history with the Municipality, submit a record of property tax verification from another municipality, for any property previously owned in a different Municipality;
  - v) They must provide mortgage information, if the mortgage amount exceeds the assessed value of the home. In such case the Municipality reserves the right to deny the applicant;
  - vi) They must be in good standing with the Municipality. The Municipality reserves the right to deny the applicant if the applicant is not in good standing with any Department of the Municipality. The Municipality reserves the right to define what "good standing" entails, and can include but is not limited to any development compliance issues, or any other accounts receivable outstanding or unresolved issues.;
  - vii) They must not be in bankruptcy (or insolvency), the property must not be in foreclosure, and the property Owner(s) will be required to provide a sworn statement confirming this;
  - viii) They must be current on their mortgage payment, current on any other debts secured by the property and have not been late on any such payments. They may be required to submit a letter from their financial institution confirming this;
  - ix) They must not be in more than three (3) Clean Energy Improvement Agreements
  - x) They must meet any additionally eligibility criteria as identified by the Municipality or the Program Administrator.
- 3.7. For a clean energy improvement to be eligible, it must be an installation that is permanently affixed to the eligible property which:
  - i) Will result in increased energy efficiency or use of renewable energy on that property;
  - ii) Involves:
    - a) Interior and Exterior Lighting and Lighting Controls;
    - b) HVAC (I.e., high efficiency furnace);
    - c) Water Heating
    - d) Building envelope improvements (i.e., insulation)
    - e) Renewable energy upgrades (i.e., photovoltaic solar system);
    - f) Or such other clean energy improvements as are approved and agreed to in writing by the Municipality within the Agreement, and those improvements provided on the list of eligible upgrades available through the Program Administrator's website https://www.myceip.ca/residential/;
  - iii) Is not less than three thousand (\$3,000) dollars in capital cost of the project value;
  - iv) Capital costs do not exceed \$50,000 for residential
  - v) Total project costs will not exceed \$500,000 for non-residential or non-designated industrial property.
- 3.8. Whereby the amount of the tax authorized by a bylaw under section 353 (property tax) of the Municipal Government Act most recently, and imposed on the property is greater than or equal to the annual payment calculated in accordance with the following Formula:

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$$\frac{A+B+C}{D}$$

Where

- A is the capital cost of undertaking the clean energy improvement;
- B is the total cost of professional services needed for the clean energy improvement;
- C is the total cost of all incidental costs;
- D is the lesser of the probable lifetime, calculated in years, of the improvement or the maximum financing term established by the Municipality.
- 3.9. The Clean Energy Improvement Agreement will be as set out under section 390.4 of the Municipal Government Act, and as amended.
- 3.10. The period over which the cost of each eligible clean energy improvement will be spread will be to a maximum, over the probable lifetime of the improvement, and where the annual repayment amount does not exceed the annual taxation amount for the property in question. For multiple upgrades each improvement will be calculated individually, and the repayment term set at the discretion of the Municipality.
- 3.11. A property Owner may submit one application per year.
- 3.12. The property Owner(s) can apply for the program by submitting an application to the Program Administrator for the Clean Energy Improvement Program, including any required supporting documentation, and following all program requirements as outlined by the Program Administrator and the Municipality;
- 3.13. By paying the required application fee, pursuant to section 8 of the Regulation.
- 3.14. That for the purpose of the Clean Energy Improvement Program, the sum of project amounts as they are approved will be borrowed by the Municipality.
- 3.15. The annual maximum amount to be borrowed by the Municipality towards the Clean Energy Improvement Program is \$300,000 for residential and \$500,000 for non-residential, and not-designated industrial properties.
- 3.16. The annual borrowed amount by the Municipality will have a maximum rate of interest of ten percent (10%), and a maximum term of twenty-five (25) years.
- 3.17. The borrowed amount by the property Owner will have a maximum rate of interest calculated at the time of the agreement, and repayment term based on the lifespan of the improvement(s) but will not exceed those amounts as set out in 3.16.
- 3.18. The principal and interest owing under the borrowing will be paid using the proceeds from Clean Energy Improvement Tax and payments made by the approved project recipients through to the



Municipality on the annual improvement levy. In the event that insufficient funds are collected from the approved project recipients, the Town of Pincher Creek shall levy and raise taxes in each year sufficient to pay the indebtedness.

- 3.19. A Clean Energy Improvement Tax will be imposed on the property that is subject to a Clean Energy Improvement Agreement at any time following the signing of the Clean Energy Improvement Agreement.
- 3.20. In the event that a property owner wishes to repay the Clean Energy Improvement Program financing early, the amount owing will be calculated at the time of the request, based on the principal and interest remaining and the terms of the financing being used for the project(s).
- 3.21. Any project(s) that has been approved under the Clean Energy Improvement Program must be completed within the time limit as set out under the Agreement.
- 3.22. If any clause in this bylaw is found to be invalid, it shall be severed from the remainder of this bylaw and shall not invalidate the whole bylaw.
- 3.23. This bylaw comes into force upon third reading and is signed by the Mayor and Chief Administrative Officer or Designate.

### How does CEIP work?



Read a first time by Council on \_, 202x.

Mayor



	Chief Administrative Officer
Read a second time by Council on, 202x.	
	Mayor
	Chief Administrative Officer
Read a third time by Council on, 2021.	
	Mayor
	Chief Administrative Officer

# Town of Pincher Creek

### **REQUEST FOR DECISION**

Council

SUBJECT: Animal Control Bylaw 1598	
PRESENTED BY:	DATE OF MEETING:
Lisa Goss, Legislative Service Manager	7/25/2022

### **PURPOSE:**

For Council to consider second and third reading to Animal Control Bylaw 1598-22

### **RECOMMENDATION:**

That Council for the Town of Pincher Creek agree and give second reading to Animal Control Bylaw 1598-22.

That Council for the Town of Pincher Creek agree and give third and final reading to Animal Control Bylaw 1598-22 and that a copy of which be attached hereto forming part of the minutes.

### BACKGROUND/HISTORY:

At the April 25, 2022 regular meeting of Council a request from a resident was considered to allow chickens in Town. At that meeting direction was given to administration to amend the Animal Control Bylaw 1598-18 (3.2) to allow for residents within Pincher Creek to obtain and house chickens.

A further, more extensive review of Animal Control Bylaw 1598 is required as there are other areas of the bylaw that require updates. Specifically around trapping of animals, guard dogs and dangerous dogs, offence penalties and fees.

At the June 27, 2022 regular meeting of Council first reading was given to Animal Control Bylaw 1598-22 (Urban Hens Only) and the CAO was advised to bring back proposed amendments for second reading in addition to an Urban Hen Permit.

#### **ALTERNATIVES:**

That Council for the Town of Pincher Creek agree and give second reading to Animal Control Bylaw 1598-22 (Urban Hens Only).

That Council for the Town of Pincher Creek agree and give third and final reading to Animal Control Bylaw 1598-22 (Urban Hens Only) and that a copy of which be attached hereto forming part of the minutes.

That Council for the Town of Pincher Creek direct administration to further amend Animal Control Bylaw 1598 for consideration.

### **IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:**

The Town of Pincher Creek Animal Control Bylaw 1598-18, presently allows only domestic animals, such as: dogs, and cats. Throughout the province it is becoming more common for residents to request that chickens be added to the list of animals allowed.

This appears to be part of a movement to have more access to healthy food products, in addition to the rising costs of food products.

### FINANCIAL IMPLICATIONS:

None at this time.

### **PUBLIC RELATIONS IMPLICATIONS:**

Keeping of animals within the Town often has mixed reactions: some residents would be very favorable to allowing chickens for the sake of accessing their own home grown eggs, while others will likely be concerned with noise, potential for odour, dust, etc.

### **ATTACHMENTS:**

DRAFT Animal Control Bylaw 1598-22 - 2957
DRAFT Animal Control Bylaw 1598-22 - Urban Hens Only - 2957
DRAFT Urban Hen Registration Form - 2957

### **CONCLUSION/SUMMARY:**

Administration supports that Council for the Town of Pincher Creek agree and give second and third readings to Animal Control Bylaw 1598-22.

Signatures:

**Department Head:** 

CAO:

Lisa Goss Launie Wilgosh



### BY-LAW #1598-22 of the TOWN OF PINCHER CREEK

### A BYLAW OF THE MUNICIPALITY OF THE TOWN OF PINCHER CREEK, IN THE PROVINCE OF ALBERTA, TO REGULATE AND CONTROL ANIMALS WITHIN THE TOWN OF PINCHER CREEK

WHEREAS, Section 7(h) of the Municipal Government Act, R.S.A. 2000, Chapter M.26 and amendments thereto, allows a municipality to pass bylaws regulating and controlling wild and domestic animals and activities in relation to them.

WHEREAS, Section 7(i) of the Municipal Government Act, R.S.A. 2000, Chapter M.26, and amendments thereto, allows a municipality to impose fines and penalties for infraction of bylaws.

NOW THEREFORE, the Municipal Council of the Town of Pincher Creek hereby enacts as follows:

### 1. SECTION 1: TITLE

1.1 This bylaw shall be known as the Animal Control Bylaw.

### 2. SECTION 2: DEFINITIONS

In this bylaw, unless the context otherwise requires, the word, term, or expressions:

- 2.1 ANIMAL CONTROL OFFICER shall mean any person duly authorized and designated by the Council to carry out the provisions of this bylaw.
- 2.2 ANIMAL includes any dog and/or cat.
- 2.3 ABANDON means to leave an animal without means of protection, support, or help.
- 2.4 CAT includes any cat over the age of two (2) months and includes a cat that has been spayed or neutered.
- 2.5 COOP: "Coop" means a fully enclosed weather proof structure and attached outdoor Enclosure used for the keeping of Urban Hens that must comply with the Town of Pincher creek land use bylaw accessory building regulations.
- 2.6 "DAMAGE TO PROPERTY" means damage to property other than the owner's property, and includes defecating and urinating on such property.

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- 2.7 DANGEROUS DOG shall mean any dog, which in the opinion of a Peace Officer, or Animal Control Officer:
  - (1) Without provocation, shows a propensity, or disposition, and has potential to attack and injure humans or other animals; or
  - (2) Without provocation attack, bite or injure any human or animal.
- 2.8 DESTROY OR DISPOSE shall mean to kill an animal by use of a .22 caliber rifle or a shotgun, by lethal injection or by use of carbon monoxide gas; only upon consultation with the Chief Administrative Officer or Manager of Legislative Services.
- 2.9 DOG includes any dog over the age of six (6) months and includes a dog that has been spayed or neutered.
- 2.10 DWELLING as defined in the Land Use Bylaw of the Town of Pincher Creek, and amendments thereto.
- 2.11 GUARD DOG shall mean any dog that is trained to guard.
- 2.12 HEN: Is a female chicken over the age of 16 weeks.
- 2.13 INDOOR PETS shall mean mice, hamsters, gerbils, guinea pigs, cage birds, ferrets, pygmy hedgehogs, non-poisonous reptiles and amphibians not exceeding one meter in length or other animals as approved by resolution of Council.
- 2.14 MUNICIPALITY shall mean the Town of Pincher Creek.
- 2.15 MUNICIPAL COUNCIL or COUNCIL shall mean the Municipal Council for the Town of Pincher Creek, Alberta.
- 2.16 OFF LEASH DOG AREA shall mean a place that the Municipality shall provide or designate as such where dogs are permitted off leash.
- 2.17 PESTS shall mean anything that causes trouble, annoyance, nuisances, discomfort, or destruction, including but not limited to, skunks, rabbits and raccoons.
- 2.18 POULTRY: Poultry means, turkeys, ducks, peacocks, ostriches, geese, pheasants, guinea fowl, pigeons, quail, Rooster chickens, hens under 16 weeks old or any other bird not a chicken Hen.
- 2.19 POUND shall mean a place that the Municipality shall provide or designate as such.
- 2.20 ROOSTER male chicken



- 2.21 RUNNING AT LARGE shall mean any dog or cat not accompanied by and under the control of a responsible person within the Municipal Limits, as per Section 3.19.
- 2.22 SERVICE DOG includes certified guide dogs, special needs dogs and hearing dogs.
- 2.23 TRANQUILIZER GUN shall mean a pistol or rifle capable of propelling a dart containing a drug approved by a qualified Veterinary Surgeon, for the purpose of immobilizing a dog in order to facilitate capture.
- 2.24 TRAP a device or enclosure designed to catch and retain animals, typically by allowing entry but not exit or by catching hold of a part of the body.
- 2.25 TRAPPING the act of trapping an animal domestic or wild.

### **SECTION 3: GENERAL RULES**

- 3.1 Any person who is in breach of the general rules is guilty of an offence.
- 3.2 No person shall keep anywhere within the limits of the Town of Pincher Creek, any species of wild or domesticate animal, or poultry, other than dogs, cats, indoor pets and animals kept on land on which Council has issued a grazing permit and animals and poultry under veterinarian care and animals and poultry consigned to an abattoir for killing and animals and poultry exhibited or used during sanctioned events at Agricultural Society Grounds and Horseshoe Pavilion, or other temporary uses as approved by resolution of Council, or if allowed under the provisions of the Town of Pincher Creek Land Use Bylaw.
- 3.3 Every person who owns, keeps or harbours any dog shall register the dog and obtain a dog license from the Town. Such license must be renewed on the first day of January in each year and shall be for a period of January 1 to December 31 in each year. The fee for a dog license shall be in accordance with Schedule "A".
- 3.4 The license tag issued upon payment of the above mentioned fee shall be attached to the collar worn by such animals at all times.
- 3.5 No person who is the owner, possessor or harbourer of any animal shall permit or otherwise allow such animal to run at large within the corporate limits of the Town of Pincher Creek.
- 3.6 Every person who owns, keeps or harbours a female dog shall house and confine such female dog during the whole period that such female dog is in heat.

Initials:



- 3.7 The owner, possessor or harbourer of any animal impounded pursuant to the provisions of this bylaw by the Animal Control Officer may redeem same within 72 hours from the time of impoundment by paying to the Town of Pincher Creek the appropriate penalty and/or impoundment fee for such animal impounded. The impoundment fee shall be in accordance with Schedule "A" of this bylaw.
- 3.8 Any person who removes or attempts to remove any animal from the possession of the poundkeeper or any person authorized to enforce the provisions of this bylaw shall be guilty of an infraction of this bylaw.
- 3.9 Any person who hinders, delays or obstructs an Animal Control Officer or any other person authorized to enforce the provisions of this bylaw, while engaged in his lawful duties is guilty of an infraction of this bylaw.
- 3.10 No person shall register a dog as spayed or neutered unless the said dog is spayed or neutered.
- 3.11 All guard dogs and dangerous dogs shall be housed as follows:
  - i) chain link covered run and covered top on a strong frame, i.e. 2x4 or pipe.
  - ii) a flooring substance that cannot be dug.
  - iii) a child proof latch on gate.
  - iv) the covered run and shelter is subject to the Animal Control Officer's approval.
  - v) All guard dogs and dangerous dogs must be registered as a dangerous dog or guard with the town every year.
  - vi) Proof of insurance must be shown at the time of registration.
- 3.12 All guard dogs and dangerous dogs shall only be out on a leash and under adult supervision.
- 3.13 If an Animal Control Officer determines that a dog is a dangerous dog, either through personal observation or after an investigation initiated by a complaint, he or she may in writing:
  - i) inform the owner that the dog has been determined to be a dangerous dog and
  - ii) require the owner to keep such dog in accordance with the provisions of this bylaw.
- 3.14 An owner of a dangerous dog shall maintain in force a policy of liability insurance in form satisfactory to the Chief Administrative Officer providing third party liability coverage in a minimum amount of \$500,000.00 for injuries caused by the owners dog.
  - i) the liability policy shall contain a provision requiring the insurer to immediately notify the Town, in writing, should the policy expire or be cancelled or terminated (REMOVE).

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- ii) upon cancellation or expiry or termination of the liability policy, the dog license is null and void.
- 3.15 A person who owns, keeps, houses, harbors or allows to stay on his premises a dog or cat which by reason of barking or howling disturbs persons in the vicinity of his home is guilty of an offense under this bylaw.
- 3.16 Any owner whose dog defecates on property other than his own shall remove forthwith any defecation matter deposited.
- 3.17 The occupant of any one dwelling may not own, possess or harbor more than 3 dogs and 3 cats unless those animals in excess of three in quantity are a litter of offspring from cats or registered dogs in possession of said person; and providing that those animals in excess of three in quantity are removed from said persons' dwelling within 90 days following the birth of said litter of offspring.
- 3.18 No person shall allow a dog in the corporate limits of the Town of Pincher Creek unless the dog is tethered by a hand-held leash no longer than 1.5 meters in length, unless in a designated Off Leash Dog Park.
- 3.19 No person shall untie, lose or otherwise free an animal which is not in distress unless such a person has the authorization of the owner.
- 3.20 The Town-owned cat trap shall be made available to residents of the Town of Pincher Creek at the deposit fee indicated in the Fee Structure Bylaw for the capture of cats on their premises. (Delete/REMOVED)
- 3.20 No person shall trap any animal within in the town of Pincher creek unless,
  - i) It is a Town Bylaw Officer, Community Peace Officer, Agent or contractor for the town.
  - ii) Fish and wildlife officer. In the course of their duties.
  - iii) On property owned rented, leased, by the person trapping.
  - iv) Animals trapped, are away from dangerous or injurious temperature
  - v) All traps must not kill or injure animals, except traps used for mouse traps.
- 3.21 If a person is trapping on private property, they must contact the Town bylaw Officer/Animal control Officer/Peace Officer if a domestic animal is trapped. All domestic animals trapped must be turned over to the Town Peace officer or taken to the SPCA at a reasonable time. The person trapping is responsible for the care of the animal until it can be picked up by the Town's Peace officer or taken to the SPCA.



- 3.21 No person shall tease, torment, annoy, abuse or injure any animal, and any person who does so is guilty of an offence.
- 3.22 An owner whose animal has caused damage to property within the Municipality is guilty of an offence.
- 3.23 Any person who owns, keeps or harbours any animal which attacks any person within the corporate limits of the Town of Pincher Creek is guilty of an infraction of this bylaw.
- 3.24 Any person who owns, keeps or harbours any animal which attacks and injures any person within the corporate limits of the Town of Pincher Creek is guilty of an infraction of this bylaw.
- 3.25 Any person(s) who abandons any animal(s) within the corporate limits of the Town of Pincher Creek is guilty of an offense.

### **SECTION 4: URBAN HENS**

Section 4.1 a person may have chicken Hens as defined in this bylaw, at their residence, as long as,

- i) Not a rooster
- ii) No more than 4 hens at a time per house hold
- iii) Must be at address the person is living
- iv) Residence cannot be in a mobile home park.
- iv) Must have a proper enclosure (coop) Hen house
- v) For personal use only. Must not sell eggs, manure, meat or other products made from hens.
- vi) Hens must be in coop or enclosure at all times,
- vi) Hens are no younger than 16 weeks of age.

Must register Hens with the Town via an Urban Hen Registration Form

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### **SECTION 5: DUTIES OF ANIMAL CONTROL OFFICER**

- 5.1 The Animal Control Officer, Peace Officer or designee shall enforce this bylaw and shall issue offence tickets for infractions of this bylaw.
- 5.2 It shall be the duty of the Animal Control Officer and any other persons authorized to enforce this bylaw to capture all animals running at large within the corporate limits of the Town of Pincher Creek and impound such animals in the Town of Pincher Creek Pound. Such animals shall be confined at the pound subject to the owner's or possessor's right to claim within 72 hours from the time of capture. No animal shall be released from the pound until the pound keeper is satisfied that all penalties and fees have been paid and notification has been received from the Manager of Legislative Services that a current license has been obtained with respect to dogs.
- 5.3 The Animal Control Officer or any person or person authorized or appointed by Council, are hereby authorized to use a tranquilizer gun, or any other piece of equipment commonly used in order to effect the capture of any dog when all normal attempts to capture such dog have failed.
- 5.4 The Animal Control Officer shall impound any animal suspected or being rabid and upon confirmation by a veterinarian shall destroy or have said animal destroyed.
- 5.5 The Animal Control Officer may destroy or dispose of any animal impounded under the provisions of this bylaw if said animal is not claimed within 72 hours from capture.
- 5.5 The Animal Control Officer may capture pests within the corporate limits of the Town of Pincher Creek and impound, destroy, or otherwise dispose of such pests according to his judgment.
- 5.6 The Animal Control Officer once permission has been granted by the Chief Administrative Officer or Manager of Legislative Services may destroy any animal which is at large and is posing an immediate threat to the people of Pincher Creek.
- 5.7 The Animal Control Officer is authorized to enter lands within the Town of Pincher Creek and seize animals to prevent the continuance of an offence.

### **SECTION 6: OFFENCE TICKET**

- 6.1 An Offence Ticket shall be deemed sufficiently served:
  - i) if served personally to the owner of the animal, or



- ii) if mailed by single registered mail to the address of the owner of the animal, as recorded at the time of registration of the said dog with the Town of Pincher Creek.
- iii) If left at the residence of the person who has allegedly contravened this bylaw, with an occupant of the residence who appears to be at least 18 years of age.

### **SECTION 7: PENALTIES**

- 7.1 Any person who contravenes any provision of this bylaw is guilty of an offence and is liable to a penalty as stated in Schedule "B" of this bylaw.
- 7.2 It is the intention of Town Council that each separate provision of this bylaw shall be deemed independent of all other provisions herein and it is further the intention of Town Council that if any provisions of this bylaw be declared invalid, all other provisions thereof shall remain valid and enforceable.

### **SECTION 8: GENERAL**

- 8.1 Bylaw No. 1598-08of the Town of Pincher Creek and amendments thereto are hereby repealed.
- 8.2 This bylaw comes into effect upon the final reading thereof.

READ A FIRST TIME THIS 2 <sup>nd</sup> DAY OF	MAY, 2018 A.D.
	MAYOR, Don Anderberg
	CAO, Laurie Wilgosh
READ A SECOND TIME THIS 2 <sup>nd</sup> DAY (	OF MAY, 2018 A.D.
	MAYOR, Don Anderberg
	CAO, Laurie Wilgosh



# READ A THIRD TIME THIS 2<sup>nd</sup> DAY OF MAY, 2018 A.D.

	_
MAYOR, Don Anderberg	
CAO, Laurie Wilgosh	



### SCHEDULE "A" FEES

### **Dog License:**

	Per Year	<u>Lifetime</u>
Spayed or Neutered Dogs	\$15.00	\$150.00
Others	\$30.00	\$300.00
Replacement Tag	\$10.00	
Information Update	\$10.00	
Service Dogs	No	Charge
Dangerous Dog	\$500.00	
Guard Dog.	\$ 250.00	
Impoundment	\$10.00 per day or any	y part thereof



### **SCHEDULE "B" PENALTIES**

Section	Offence (Description)	Violation Ticket Penalties
3(3.24)	Animal attacks person	\$1000.00 Per Offence
3(3.25	Animal attacks & injures animal	\$1500.00
3(3.26)Anima	al attacks & injures person \$2000	0.00
3(3.27)	Abandonment of an animal	\$500
	All other offences	\$150.00 First Offence \$200.00 Second Offence \$400.00 Third or Subsequent Offences

3(3.26) Owner of Dangerous dog contravenes bylaw

\$250.00 First Offence

\$500.00 Second Offence

\$1000.00 Third or Subsequent Offences



# BY-LAW #1598-2218 of the TOWN OF PINCHER CREEK

### A BYLAW OF THE MUNICIPALITY OF THE TOWN OF PINCHER CREEK, IN THE PROVINCE OF ALBERTA, TO REGULATE AND CONTROL ANIMALS WITHIN THE TOWN OF PINCHER CREEK

WHEREAS, Section 7(h) of the Municipal Government Act, R.S.A. 2000, Chapter M.26 and amendments thereto, allows a municipality to pass bylaws regulating and controlling wild and domestic animals and activities in relation to them.

WHEREAS, Section 7(i) of the Municipal Government Act, R.S.A. 2000, Chapter M.26, and amendments thereto, allows a municipality to impose fines and penalties for infraction of bylaws.

NOW THEREFORE, the Municipal Council of the Town of Pincher Creek hereby enacts as follows:

### 1. SECTION 1: TITLE

1.1 This bylaw shall be known as the Animal Control Bylaw.

### 2. SECTION 2: DEFINITIONS

In this bylaw, unless the context otherwise requires, the word, term, or expressions:

- 2.1 ANIMAL CONTROL OFFICER shall mean any person duly authorized and designated by the Council to carry out the provisions of this bylaw.
- 2.2 ANIMAL includes any dog and/or cat.
- 2.3 ABANDON means to leave an animal without means of protection, support, or help.
- 2.4 CAT includes any cat over the age of two (2) months and includes a cat that has been spayed or neutered.
- 2.42.5 COOP means a fully enclosed weather proof structure and attached outdoor enclosure used for the housing of URBAN HENS that must comply with the Town of Pincher Creek Land Use Bylaw 1547 accessory building regulations.
- 2.52.6 "DAMAGE TO PROPERTY" means damage to property other than the owner's property, and includes defecating and urinating on such property.



- 2.62.7 DANGEROUS DOG shall mean any dog, which in the opinion of a Peace Officer, or Animal Control Officer:
  - (1) Without provocation, shows a propensity, or disposition, and has potential to attack and injure humans or other animals; or
  - (2) Without provocation attack, bite or injure any human or animal.
- 2.72.8 DESTROY OR DISPOSE shall mean to kill an animal by use of a .22 caliber rifle or a shotgun, by lethal injection or by use of carbon monoxide gas; only upon consultation with the Chief Administrative Officer or Manager of Legislative Services.
- 2.82.9 DOG includes any dog over the age of six (6) months and includes a dog that has been spayed or neutered.
- 2.92.10 DWELLING as defined in the Land Use Bylaw of the Town of Pincher Creek, and amendments thereto.
- 2.102.11 GUARD DOG shall mean any dog that is trained to guard.
- 2.112\_\_\_INDOOR PETS shall mean mice, hamsters, gerbils, guinea pigs, cage birds, ferrets, pygmy hedgehogs, non-poisonous reptiles and amphibians not exceeding one meter in length or other animals as approved by resolution of Council.
- 2.122.13 MUNICIPALITY shall mean the Town of Pincher Creek.
- 2.132.14 MUNICIPAL COUNCIL or COUNCIL shall mean the Municipal Council for the Town of Pincher Creek, Alberta.
- 2.142.15 OFF LEASH DOG AREA shall mean a place that the Municipality shall provide or designate as such where dogs are permitted off leash.
- <u>2.16</u> PESTS shall mean anything that causes trouble, annoyance, nuisances, discomfort, or destruction, including but not limited to, skunks, rabbits and raccoons.
- 2.152.17 POULTRY shall mean turkeys, ducks, peacocks, ostriches, geese, pheasants, guinea fowl, pigeos, quail, roosters, hens under 16 weeks old, or any other bird not an URBAN HEN.
- 2.18 POUND shall mean a place that the Municipality shall provide or designate as such.
- 2.162.19 ROOSTER shall mean a male domestic chicken.

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- 2.172.20 RUNNING AT LARGE shall mean any dog or cat not accompanied by and under the control of a responsible person within the Municipal Limits, as per Section 3.19.
- 2.182.21 SERVICE DOG includes certified guide dogs, special needs dogs and hearing dogs.
- 2.22 TRANQUILIZER GUN shall mean a pistol or rifle capable of propelling a dart containing a drug approved by a qualified Veterinary Surgeon, for the purpose of immobilizing a dog in order to facilitate capture.
- 2.192.23 URBAN HEN shall mean a domesticated female chicken that is at least 16 weeks old.

### **SECTION 3: GENERAL RULES**

- 3.1 Any person who is in breach of the general rules is guilty of an offence.
- 3.2 No person shall keep anywhere within the limits of the Town of Pincher Creek, any species of wild or domesticate animal, or poultry, other than dogs, cats, indoor pets and animals kept on land on which Council has issued a grazing permit and animals and poultry under veterinarian care and animals and poultry consigned to an abattoir for killing and animals and poultry exhibited or used during sanctioned events at Agricultural Society Grounds and Horseshoe Pavilion, or other temporary uses as approved by resolution of Council, or if allowed under the provisions of the Town of Pincher Creek Land Use Bylaw.
  - i) A person may have Urban Hens as defined in this bylaw, at their residence provided that;
    - a. The animal is not a Rooster
    - b. No more that four (4) urban hens are permitted at any given time at any given residence
    - c. The residence is occupied by the property owner
    - d. The residence is not located in a Mobile Home Park
    - e. The Urban Hens are for personal use only. Eggs, manure, meat or other products from the urban hens are not to be sold for a profit.
    - f. Urban Hens remain in a coop or enclosure at all times.
    - 3.2g. Urban Hens are not younger than sixteen (16) weeks of age
- 3.3 Every person who owns, keeps or harbours any dog shall register the dog and obtain a dog license from the Town. Such license must be renewed on the first day of January in each year and shall be for a period of January 1 to December 31 in each year. The fee for a dog license shall be in accordance with Schedule "A".

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Initials:



- 3.4 The license tag issued upon payment of the above mentioned fee shall be attached to the collar worn by such animals at all times.
- 3.5 No person who is the owner, possessor or harbourer of any animal shall permit or otherwise allow such animal to run at large within the corporate limits of the Town of Pincher Creek.
- 3.6 Every person who owns, keeps or harbours a female dog shall house and confine such female dog during the whole period that such female dog is in heat.
- 3.7 The owner, possessor or harbourer of any animal impounded pursuant to the provisions of this bylaw by the Animal Control Officer may redeem same within 72 hours from the time of impoundment by paying to the Town of Pincher Creek the appropriate penalty and/or impoundment fee for such animal impounded. The impoundment fee shall be in accordance with Schedule "A" of this bylaw.
- 3.8 Any person who removes or attempts to remove any animal from the possession of the poundkeeper or any person authorized to enforce the provisions of this bylaw shall be guilty of an infraction of this bylaw.
- 3.9 Any person who hinders, delays or obstructs an Animal Control Officer or any other person authorized to enforce the provisions of this bylaw, while engaged in his lawful duties is guilty of an infraction of this bylaw.
- 3.10 No person shall register a dog as spayed or neutered unless the said dog is spayed or neutered.
- 3.11 All guard dogs and dangerous dogs shall be housed as follows:
  - i) chain link covered run and covered top on a strong frame, i.e. 2x4 or pipe.
  - ii) a flooring substance that cannot be dug.
  - iii) a child proof latch on gate.
  - iv) the covered run and shelter is subject to the Animal Control Officer's approval.
- 3.12 All guard dogs and dangerous dogs shall only be out on a leash and under adult supervision.
- 3.13 If an Animal Control Officer determines that a dog is a dangerous dog, either through personal observation or after an investigation initiated by a complaint, he or she may in writing:
  - i) inform the owner that the dog has been determined to be a dangerous dog and
  - ii) require the owner to keep such dog in accordance with the provisions of this bylaw.

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- 3.14 An owner of a dangerous dog shall maintain in force a policy of liability insurance in form satisfactory to the Chief Administrative Officer providing third party liability coverage in a minimum amount of \$500,000.00 for injuries caused by the owners dog.
  - i) the liability policy shall contain a provision requiring the insurer to immediately notify the Town, in writing, should the policy expire or be cancelled or terminated.
  - ii) upon cancellation or expiry or termination of the liability policy, the dog license is null and void.
- 3.15 A person who owns, keeps, houses, harbours or allows to stay on his premises a dog or cat which by reason of barking or howling disturbs persons in the vicinity of his home is guilty of an offense under this bylaw.
- 3.16 Any owner whose dog defecates on property other than his own shall remove forthwith any defecation matter deposited.
- 3.17 The occupant of any one dwelling may not own, possess or harbour more than 3 dogs and 3 cats unless those animals in excess of three in quantity are a litter of offspring from cats or registered dogs in possession of said person; and providing that those animals in excess of three in quantity are removed from said persons' dwelling within 90 days following the birth of said litter of offspring.
- 3.18 No person shall allow a dog in the corporate limits of the Town of Pincher Creek unless the dog is tethered by a hand-held leash no longer than 1.5 metres in length, unless in a designated Off Leash Dog Park.
- 3.19 No person shall untie, loose or otherwise free an animal which is not in distress unless such a person has the authorization of the owner.
- 3.20 The Town-owned cat trap shall be made available to residents of the Town of Pincher Creek at the deposit fee indicated in the Fee Structure Bylaw for the capture of cats on their premises.
- 3.21 No person shall tease, torment, annoy, abuse or injure any animal, and any person who does so is guilty of an offence.
- 3.22 An owner whose animal has caused damage to property within the Municipality is guilty of an offence.
- 3.23 Any person who owns, keeps or harbours any animal which attacks any person within the corporate limits of the Town of Pincher Creek is guilty of an infraction of this bylaw.



- 3.24 Any person who owns, keeps or harbours any animal which attacks and injures any person within the corporate limits of the Town of Pincher Creek is guilty of an infraction of this bylaw.
- 3.25 Any person(s) who abandons any animal(s) within the corporate limits of the Town of Pincher Creek is guilty of an offense.

### SECTION 4: DUTIES OF ANIMAL CONTROL OFFICER

- 4.1 The Animal Control Officer, Peace Officer or designee shall enforce this bylaw and shall issue offence tickets for infractions of this bylaw.
- 4.2 It shall be the duty of the Animal Control Officer and any other persons authorized to enforce this bylaw to capture all animals running at large within the corporate limits of the Town of Pincher Creek and impound such animals in the Town of Pincher Creek Pound. Such animals shall be confined at the pound subject to the owner's or possessor's right to claim within 72 hours from the time of capture. No animal shall be released from the pound until the poundkeeper is satisfied that all penalties and fees have been paid and notification has been received from the Manager of Legislative Services that a current license has been obtained with respect to dogs.
- 4.3 The Animal Control Officer or any person or person authorized or appointed by Council, are hereby authorized to use a tranquilizer gun, or any other piece of equipment commonly used in order to effect the capture of any dog when all normal attempts to capture such dog have failed.
- 4.4 The Animal Control Officer shall impound any animal suspected or being rabid and upon confirmation by a veterinarian shall destroy or have said animal destroyed.
- 4.5 The Animal Control Officer may destroy or dispose of any animal impounded under the provisions of this bylaw if said animal is not claimed within 72 hours from capture.
- 4.6 The Animal Control Officer may capture pests within the corporate limits of the Town of Pincher Creek and impound, destroy, or otherwise dispose of such pests according to his judgment.
- 4.7 The Animal Control Officer once permission has been granted by the Chief Administrative Officer or Manager of Legislative Services may destroy any animal which is at large and is posing an immediate threat to the people of Pincher Creek.
- 4.8 The Animal Control Officer is authorized to enter lands within the Town of Pincher Creek and seize animals to prevent the continuance of an offence.

Initials:	
minais.	



### **SECTION 5: OFFENCE TICKET**

- 5.1 An Offence Ticket shall be deemed sufficiently served:
  - i) if served personally to the owner of the animal, or
  - ii) if mailed by single registered mail to the address of the owner of the animal, as recorded at the time of registration of the said dog with the Town of Pincher Creek.
  - iii) If left at the residence of the person who has allegedly contravened this bylaw, with an occupant of the residence who appears to be at least 18 years of age.

### **SECTION 6: PENALTIES**

- Any person who contravenes any provision of this bylaw is guilty of an offence and is liable to a penalty as stated in Schedule "B" of this bylaw.
- 6.2 It is the intention of Town Council that each separate provision of this bylaw shall be deemed independent of all other provisions herein and it is further the intention of Town Council that if any provisions of this bylaw be declared invalid, all other provisions thereof shall remain valid and enforceable.

### **SECTION 7: GENERAL**

- 7.1 Bylaw No. 1598-08of the Town of Pincher Creek and amendments thereto are hereby repealed.
- 7.2 This bylaw comes into effect upon the final reading thereof.

READ A FIRST TIME THIS 2<sup>nd</sup> DAY OF MAY, 2018 A.D

READ A FIRST TIME THIS 2" DAY OF MAY, 2018 A.D.		
	MAYOR, Don Anderberg	
	CAO, Laurie Wilgosh	
READ A SECOND TIME THIS 2 <sup>nd</sup> DAY (	OF MAY, 2018 A.D.	
	MAYOR, Don Anderberg	
	WATOK, Don Anderberg	

Page 7 of 10

Initials:



	CAO, Laurie Wilgosh
READ A THIRD TIME THIS 2 <sup>nd</sup> DAY	OF MAY, 2018 A.D.
	MAYOR, Don Anderberg
	WITT OR, Boil Mideroeig
	CAO, Laurie Wilgosh



### SCHEDULE "A" FEES

### **Dog License:**

	Per Year	<u>Lifetime</u>
Spayed or Neutered Dogs	\$15.00	\$150.00
Others	\$30.00	\$300.00
Service Dogs	No Charge	
Impoundment	\$10.00 per day or any	part thereof



## SCHEDULE "B" PENALTIES

Section	Offence (Description)	Violation Ticket Penalties
3(3.24)	Animal attacks person	\$200.00 Per Offence
3(3.25)	Animal attacks & injures person	\$1,000.00
	All other offences	\$50.00 First Offence \$100.00 Second Offence \$150.00 Third or Subsequent Offences



### **Town of Pincher Creek**

962 St John Ave (Box 159) Pincher Creek, AB T0K 1W0 403 627 3156

reception@pinchercreek.ca www.PincherCreek.ca



### **Urban Hen Registration Form**

First Name:	Last Name:
Civic Address:	
Legal Address:	Plan, Block, Lot
Roll Number:_	
Please attach	pictures indicating that the property is fully fenced

Please attach a site plan showing

- the legal boundaries of the property,
- where the coop will be located withing those legal boundaries,
- the setback distances from the legal boundaries and the dimensions of the proposed coop.











# Town of Pincher Creek

### **REQUEST FOR DECISION**

Council

SUBJECT: Vacancy in position of Councillor		
PRESENTED BY:	DATE OF MEETING:	
Lisa Goss, Legislative Service Manager	7/25/2022	

#### **PURPOSE:**

In accordance with section 162 of the Municipal Government Act, a Council must hold a by-election to fill a vacancy on Council.

#### **RECOMMENDATION:**

That Council for the Town of Pincher Creek agree to hold a by-election on October 17, 2022 to fill a vacancy on Council in accordance with section 162 of the Municipal Government Act.

#### **FURTHER**

That Council for the Town of Pincher Creek agree to hold an advanced vote on October 12, 2022 between the hours of 10:00 am and 4:00 pm.

#### **FURTHER**

That Council for the Town of Pincher Creek agree that incapacitated electors be authorized to vote in the 2022 By-Election

#### **FURTHER**

That Council for the Town of Pincher Creek agree that institutional voting stations be located at the Pincher Creek Hospital, Vista Village, Crestview Lodge and Whispering Winds Village.

### **BACKGROUND/HISTORY:**

It is with great sadness that we announce the sudden passing of Councillor Wayne Elliott on July 9, 2022, while camping with family in Saskatchewan.

Councillor Elliott was a passionate member of our Council, his humour, knowledge, and love for our community will be greatly missed. Councillor Elliott was serving his 5th term as an elected official. He loved representing Pincher Creek in surrounding communities' parades, attended as many community events as possible, and never missed an opportunity to share why Pincher Creek is the best place to live.

The flag at the Town Hall has been lowered in his honor, and a moment of silence will be shared in Councillor Elliott's memory at the next Council meeting on July 25th.

Unless a council sets an earlier date, election day for a by-election under section 162 or 163 is 120 days after the vacancy occurs (November 6, 2022). Should Council agree that election day be held on October 17, 2022 Nomination day would fall on September 19, 2022 in accordance with section 25 of the Local Authorities Election Act. A person may

file a nomination to become a candidate for a by-election, within the period beginning on the day after the resolution is passed to set election day and ending at 12 noon on nomination day.

### **ALTERNATIVES:**

That Council for the Town of Pincher Creek agree to hold a by-election on 2022 to fill a vacancy on Council in accordance with section 162 of the Municipal Government Act.

### **IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:**

None at this time.

### FINANCIAL IMPLICATIONS:

The estimated cost to hold a by-election is approximately \$6,000.00 plus management and administrative support.

#### PUBLIC RELATIONS IMPLICATIONS:

Allowing for an advanced vote, authorizing incapacitated electors and institutional voting stations broadens the scope of eligible voters and has the potential to increase the number of voters that will exercise their rights on Election Day.

### **ATTACHMENTS:**

LAEA s. 73, 74 & 75 Advanced vote - 2952

MGA s. 162 Vacancy in position of councillor - 2952

MGA s. 165 Election day - 2952

### **CONCLUSION/SUMMARY:**

Administration supports that Council for the Town of Pincher Creek agree to hold a byelection on October 17, 2022.

Signatures:

**Department Head:** 

*Lisa Goss* Launie Wilgosh

CAO:

(b) before being permitted to attend at the voting station for the counting of votes,

produce to the person in charge of the voting station the person's appointment as a scrutineer and take and subscribe to the statement under section 16 in the prescribed form.

RSA 2000 cL-21 s71;2003 c27 s23;2006 c22 s35

### Interpreter

- **72(1)** If an elector is unable to read or does not understand the English language, the deputy may allow an interpreter to read or to translate the statement as well as any question necessary for the proper purposes of the election put to the elector, and the elector's answers.
- (2) Before acting as an interpreter, the interpreter shall make a statement in the prescribed form.

RSA 2000 cL-21 s72;2003 c27 s24

#### Advance vote

- **73(1)** Repealed 2020 c22 s11.
- (2) Subject to subsection (3), an elected authority may by resolution provide for holding an advance vote for an election.
- (3) Subject to subsections (4) and (7), a municipality having a population greater than 5000 must provide for holding an advance vote on
  - (a) the election of municipal councillors, including by-elections, and
  - (b) the submission of a bylaw or question to electors under section 7.
- (4) If the election is being held in only one ward but that ward is within a local jurisdiction with a population greater than 5000, the requirements of subsection (3) apply.
- (5) No advance vote shall be held within 24 hours of election day.
- (6) The returning officer must determine the days and hours when the advance vote under subsection (2) or (3) is to be held.
- (7) The Minister may, at any time, make an order to exempt an elected authority from the requirement to provide for holding an advance vote under subsection (3).

RSA 2000 cL-21 s73;2018 c23 s27;2020 c22 s11

#### Notice of advance vote

- **74(1)** Notice of the days, the locations of the voting stations and the hours fixed for an advance vote shall be given in the form prescribed for use under section 35 by publishing a notice at least one week before the date set for the advance vote in a newspaper or other publication circulating in the area, or by mailing or delivering a notice to every residence in the local jurisdiction at least one week before the date set for the advance vote.
- (1.1) A notice of advance vote referred to in subsection (1) may be given by including it in the notice of election day provided under section 35(2) in respect of the same election, provided that the requirements of both subsection (1) and section 35(2) are met.
- (1.2) If an election does not apply to an entire local jurisdiction, a notice of advance vote published, mailed or delivered in accordance with subsection (1.1) is only required to be published, mailed or delivered in a ward or voting subdivision within that local jurisdiction where an election is required.
- (2) On complying with this section, the returning officer may publish, mail and deliver additional notices and give notice by any other method as many times as the returning officer considers appropriate.

RSA 2000 cL-21 s74;2018 c23 s28

#### Advance vote stations

- **75**(1) When an advance vote is authorized, the returning officer shall establish the number of advance voting stations the returning officer considers necessary.
- (1.1) If there are wards in a local jurisdiction, the returning officer is not required to establish an advance voting station in each ward but must establish at least one advance voting station.
- (2) If there are wards in a local jurisdiction, the presiding deputy shall maintain separate ballot boxes for each elected authority.
- (3) A vote held at an advance voting station must be conducted in the same manner as a vote on election day except that
  - (a) a fresh ballot box must be used on each day of the advance vote, and
  - (b) on the completion of each day of the advance vote, the ballot box used that day must be sealed so that no ballots can be deposited in it without breaking the seal, and the ballot box must remain like that and be stored in a secure

place until it is opened for the counting of ballots at the close of the voting stations on election day.

RSA 2000 cL-21 s75;2003 c27 s25;2018 c23 s29

- **76** Repealed 2006 c22 s36.
- **77** Repealed 2018 c23 s30.

#### Vote by special ballot

- **77.1**(1) An elector who is unable to vote at an advance vote or at the voting station on election day because of
  - (a) physical disability,
  - (b) absence from the local jurisdiction, or
  - (c) being a returning officer, deputy returning officer, substitute returning officer, constable, candidate, official agent or scrutineer who may be located on election day at a voting station other than that for the elector's place of residence

may apply to vote by special ballot.

- (2) An elected authority may, by resolution passed prior to nomination day, provide for special ballots and provide that the application for special ballots may be made by any one or more of the following methods:
  - (a) in writing;
  - (b) by telephone;
  - (c) by fax;
  - (d) in person;
  - (e) by e-mail;
  - (f) by secure website.
- (2.1) If an elected authority has made a resolution described in subsection (2), an elector may apply to the returning officer of the elector's local jurisdiction for a special ballot, by a method provided for in the resolution, and during the period of time specified in the resolution.
- (2.2) Repealed 2012 c5 s114.

#### Resignation

- **161**(1) The resignation of a councillor must be in writing and given to the chief administrative officer.
- (2) A chief elected official appointed by council who resigns the office of chief elected official remains on the council as a councillor.
- (3) The resignation is effective on the date it is received by the chief administrative officer even if a later date is set out in the resignation.
- (4) The chief administrative officer must report the resignation at the first council meeting after receiving the resignation.

1994 cM-26.1 s161

#### Vacancy in position of councillor

- **162** A council must hold a by-election to fill a vacancy on council unless
  - (a) the vacancy occurs in the 6 months before a general election, or
  - (b) the council consists of 6 or more councillors and the vacancy occurs
    - (i) in the 18 months before a general election and there is only one vacancy, or
    - (ii) in the 12 months before a general election and the number of councillors remaining is at least one more than the majority of the number of councillors comprising the council under section 143.

1994 cM-26.1 s162

#### Chief elected official (elected) vacancy

- **163** If the chief elected official is elected by a vote of the electors of the whole municipality and the office becomes vacant, the vacancy must be filled
  - (a) if on the date the vacancy occurs there are 12 months or more before a general election, by a by-election, or
  - (b) if on the date the vacancy occurs there are less than 12 months before a general election, either by a by-election or by council appointing at the next council meeting one or more councillors as chief elected official so that
    - (i) only one councillor holds that office at any one time, and

(ii) the office is filled all the time.

1994 cM-26.1 s163

#### Chief elected official (appointed) vacancy

**164** If, under section 150, the chief elected official is appointed by council from among the councillors and the office becomes vacant, council must at the next council meeting appoint one or more councillors as chief elected official so that

- (a) only one councillor holds that office at any one time, and
- (b) the office is filled all the time.

1994 cM-26.1 s164

#### **Election day**

**165** Unless a council sets an earlier date, election day for a by-election under section 162 or 163 is 120 days after the vacancy occurs.

RSA 2000 cM-26 s165;2019 c22 s10(4)

#### Minister orders by-election

**166** If a vacancy must be filled by by-election under section 162 or 163 and a by-election is not held within 120 days after the vacancy occurs, the Minister may by order

- (a) set another date for the by-election;
- (b) extend the time for filling that vacancy to the next general election;
- (c) reduce the quorum for council;
- (d) direct the chief administrative officer to conduct the by-election;
- (e) take any other action the Minister considers necessary.

  RSA 2000 cM-26 s166;2019 c22 s10(4)

#### Quorum

**167**(1) Except as provided in this or another enactment, the quorum of a council is

- (a) the majority of all the councillors that comprise the council under section 143, or
- (b) if there is a vacancy on the council and the council is not required to hold a by-election under section 162 or 163, the majority of the remaining councillors that comprise the council under section 143.

# Town of Pincher Creek

#### **REQUEST FOR DECISION**

Council

SUBJECT: Intermunicipal Collaboration Framework Committee recommendations	
PRESENTED BY:	DATE OF MEETING:
Laurie Wilgosh, Chief Administrative Officer	7/25/2022

#### **PURPOSE:**

That Council receive the recommendations from the ICF Committee

#### **RECOMMENDATION:**

That Council for the Town of Pincher Creek receive the recommendations from the Intermunicipal Collaboration Framework Committee as provided.

#### **BACKGROUND/HISTORY:**

The Intermunicipal Collaboration Framework Committee meets on a regular basis to review and consider various joint services covered under the ICF Agreement.

At the June 29th, 2022 ICF Committee meeting the following items were discussed with recommendations back to the respective Councils:

- a) that both the M.D. and the Town Councils budget \$5000 in the 2023 operating budget to engage a facilitator for a regional facilities/capital structures planning session,
- b) that the Humane Society Operating Agreement be approved with a term increase from one year to a three year term,
- c) that both the Recreation Master Plan and the Trail system be added to the ICF agreement during the next agreement revisions

#### **ALTERNATIVES:**

That Council request more detailed information regarding the ICF Committee recommendations as presented.

#### **IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:**

All agreements approved by the ICF committee are included in the ICF agreement as approved in March 2020.

#### FINANCIAL IMPLICATIONS:

Shared funding is provided for in the ICF agreement

#### **PUBLIC RELATIONS IMPLICATIONS:**

The Public has been very vocal and supportive of the Town and MD working collaboratively to provide services to the region.

#### **ATTACHMENTS:**

None at this time.

## **CONCLUSION/SUMMARY:**

Administration supports that Council receive the recommendations from the Jun 29, 2022 ICF Committee as presented.

Signatures: **Department Head:** Launie Wilgosh Launie Wilgosh CAO:

# TOWN OF PINCHER CREEK

#### **REQUEST FOR DECISION**

Council

SUBJECT: Cenotaph Park Solar	
PRESENTED BY:	Meeting Date:
LaVonne Rideout, Community Services	July 25, 2022

#### **PURPOSE:**

For Council for the Town of Pincher Creek to address the issue of power at the Cenotaph Park.

#### **RECOMMENDATION:**

That Council for the Town of Pincher Creek provide formal approval to move forward with a solar installation to power Cenotaph Park and guidance on the mounting strategy.

#### **BACKGROUND/HISTORY:**

Cenotaph Park in the heart of downtown provides a space for community members to enjoy the outdoors and relax in a natural environment in both the summer and winter. There is a fountain in the park that does not have power supplied to it anymore and thus cannot run. In the wintertime the plug has previously been used to run decorative Christmas lights throughout the park.

Installing an off-grid solar system would give the park flexible clean power and be a prominent feature showing the commitment of Pincher Creek to renewable energy.

There are currently two options that have been assessed for the solar panel installation:

- 1. Mount the panels on the existing security camera pole, store the batteries at the base and trench the wire to the electrical plug on the fountain.
- 2. Build a small structure over top of the plaque beside the fountain and add a decorative battery storage box to the flow bed.

#### **ALTERNATIVES:**

That Council for the Town of Pincher Creek continue to look for alternate sources of power at Cenotaph.

#### **IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:**

OTHER IMPLICATIONS:

Operation scheduling will have to be developed to most effectively use the renewable power

and not drain the batteries throughout unoccupied times. Upon optimization of the operation, this system

will provide reliable power to the park and save hours worked trying to create a patchwork power system

every time the system fails as has been done the last couple years. The battery system will need to be

replenished every 10-15 years. Additionally, it will provide a visible commitment to renewable energy in public spaces.

#### FINANCIAL IMPLICATIONS:

The financial implications are broken up into the two scenarios as follows:

Pole mounted: Project budget for equipment, electrical labour and permitting is approximately \$4400.

A half day of time will be required from maintenance or parks department to create the wiring trench.

Decorative structure mount: Project budget for building the structure, equipment, electrical labour,

and permitting is approximately \$9500. There may be time incurred from municipal staff in the building process.

#### **PUBLIC RELATIONS IMPLICATIONS:**

With both options, the public will benefit from power available to run the fountain and wintertime amenities in the park. The decorative structure will increase the prominence of the system and add the possibility to develop the park aesthetic while also providing shade in the park for the community to enjoy.

#### **ATTACHMENTS:**

#### **CONCLUSION/SUMMARY:**

Administration supports moving forward with the solar solution at Cenotaph

Signatures: Department Head:

CAO: LAURÍE Wilgorh

# Town of Pincher Creek

#### **REQUEST FOR DECISION**

Council

SUBJECT: Deputy Mayor & Committee Appointments		
PRESENTED BY:	DATE OF MEETING:	
Laurie Wilgosh, Chief Administrative Officer	7/25/2022	

#### **PURPOSE:**

To fill in the vacant deputy mayor spot and to review and assign a Councillor to the committee's with vacant spots

100	
RECOMMENDATION:	
That Council for the T	own of Pincher Creek that Council appoint Cllras the
Deputy Mayor for the	e period of July 1, 2022 to February 28, 2023.
Further that Council a	appoint Cllr to the Municipal Development and
Subdivision Authority	• • • • • • • • • • • • • • • • • • • •
Appoint Cllr	to the Oldman Watershed Council
Appoint Cllr	to the Operations Committee
Appoint Cllr	to the Pincher Creek Foundation Board
Appoint Cllr	to the Policy Advisory

#### **BACKGROUND/HISTORY:**

With the untimely passing of Cllr. Wayne Elliott, who was serving as the Deputy Mayor, another appointment is required according to S. 152(1) MGA.

In addition, the positions on various committees held by Cllr. Elliott will need to be filled, either temporarily until after a bi-election and the Organizational meeting on October 24th, or as a permanent short term appointment.

#### **ALTERNATIVES:**

That Council make temporary appointments to the following committees: MDSA, Oldman Watershed Council, Operations Committee, P.C. Foundation Board and the Policy Advisory Committee.

#### IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:

N/A

#### FINANCIAL IMPLICATIONS:

#### **PUBLIC RELATIONS IMPLICATIONS:**

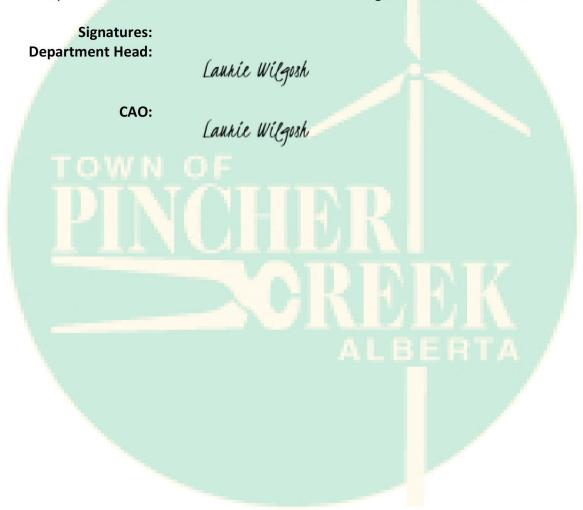
N/A

#### **ATTACHMENTS:**

Council Appointments - 2956
DEPUTY MAYOR ROTATION SCHEDULE - 2956

#### **CONCLUSION/SUMMARY:**

Administration supports that Council appoint the next Councillor in the Deputy Mayor listing effective immediately, and move the remainder of the appointments forward, with the newly elected council member to serve for the final eight months of the term.



### SCHEDULE "A" COUNCIL APPOINTMENTS **OCTOBER 25, 2021 TO OCTOBER 24, 2022**

#### 1. ALBERTA SOUTHWEST REGIONAL ALLIANCE

Mandate: Alberta SouthWest Regional Alliance Ltd. (AlbertaSW) is a Regional

Economic Development Alliance (REDA) of 16 communities working

together to help each other succeed. Requires one member.

Staff Lead: Open

Meetings: First Wednesday evening monthly at various communities

Member(s): Sahra Nodge

#### 2. ASSESSMENT REVIEW BOARD

Mandate: Oldman River Regional Services Commission and Municipalities within

the region jointly established a Regional Assessment Review Board

(Bylaw 2011-02) to exercise the functions of a Local Assessment Review Board (LARB) and the function of a Composite Assessment Review Board (CARB) under the provisions of the Municipal Government Act in respect of assessment complaints made by taxpayers of a Regional Member

Municipality. Requires one member and one alternate member.

Staff Lead: Legislative Services Manager/Administrative Manager

Meetings:

Annually if assessment appeals are received.

Member(s): Don Anderberg

#### 3. COMMUNITY EARLY LEARNING CENTRE BOARD

Mandate:

Requires three members

Staff Lead: Director of Community Services

Meetings: As required

Member(s): Don Anderberg, David Green and Mark Barber

Alternate:

Wayne Elliott

#### 4. COMMUNITY FUTURES ALBERTA SOUTHWEST BOARD

Mandate:

Establish priorities, monitor performance and be accountable to key

stakeholders, such as local, provincial and federal governments. Requires

one member.

Staff Lead: Chief Administrative Officer

Meetings:

Member(s): Mark Barber

#### 5. COMMUNITY HOUSING COMMITTEE

Mandate: Study and provide advice regarding matters related to housing.

Requires three members.

Staff Lead: Family a

Family and Community Support Services Coordinator

Meetings: Monthly

Wayne Oliver, David Green and Sahra Nodge

#### 6. COMMUNITY TRANSPORTATION COMMITTEE

Mandate: Study and provide advice regarding matters related to transportation.

Requires two members.

Staff Lead:

Members:

**Director of Operations** 

Meetings:

As required

Membership: David Green and Sahra Nodge

#### 7. ECONOMIC DEVELOPMENT COMMITTEE

Mandate: To advise Town Council on various economic development issues.

Requires one member.

Staff Lead: Economic Development Officer

Meetings:

Member(s): Currently Inactive

#### 8. EMERGENCY SERVICES COMMISSION

Mandate: To manage fire and ambulance services. Requires two members and one

alternate member.

Staff Lead: Fire Chief

Meetings: Fourth Thursday monthly at 1:30 pm.

Member(s): Don Anderberg and Brian Wright

Alternate: Sahra Nodge

#### 9. FACILITIES PLANNING STUDY STEERING COMMITTEE

Mandate: To study and provide advice to the Town of Pincher Creek regarding the

future development, renovation or expansion of facilities including sport, recreational, community and other Town owned facilities. Requires two

members.

Staff Lead: Director of Community Services

Meetings: As required - Committee on hold

Member(s): Currently Inactive

#### 10. FAMILY AND COMMUNITY SUPPORT SERVICES

Mandate: Agreement between Her Majesty in Right of Alberta and Town of Pincher

Creek to provide for the establishment, administration, and operation of a Family and Community Support Services Program in accordance with

the Family and Community Support Services Act and Regulation.

Requires one member.

Staff Lead: Family and Community Support Services Coordinator

Meetings: Third Monday monthly at 6:30 pm

Member(s): Sahra Nodge

#### 11. FINANCE AND BUDGET COMMITTEE

Mandate: Pursuant to the Municipal Government Act, Council must adopt an

operating and capital budget for each calendar year. Requires all

members of Council

Staff Lead: Chief Administrative Officer/Director of Finance and Human Resources

Meetings: As required in the fall and winter prior to the budget year

Member(s): All of Council

#### 12. HEALTH PROFESSIONS ATTRACTION AND RETENTION COMMITTEE

Mandate: Responsible for making policy decisions and ensuring through the

Executive Director that appropriate staff, structures and processes are in

place to carry out the policy and day-to-day tasks of the [RhPAP].

Requires one member

Staff Lead: Chief Administrative Officer

Meetings:

Member(s): Brian Wright

#### 13. HIGHWAY 3 TWINNING DEVELOPMENT ASSOCIATION

Mandate: Members to this committee must be approved by the Association Board.

Requires one member and one alternate member.

Staff Lead: Chief Administrative Officer

Meetings: As required Member(s): Don Anderberg

Alternate: Brian Wright

#### 14. INTERMUNICIPAL COLLABORATION FRAMEWORK STEERING COMMITTEE

Mandate: Provide for integrated and strategic planning, delivery and funding of

intermunicipal services; Allocate scarce resources efficiently in the providing of local services; Ensure municipalities contribute funding to services that benefit their residents. Requires two members and one

alternate

Staff Lead: Chief Administrative Officer

Meetings:

Member(s): Don Anderberg and Wayne Oliver

Alternate: Wayne Elliott

#### 15. INTERMUNICIPAL DEVELOPMENT COMMITTEE

Mandate: As per Bylaw No. 1526, Intermunicipal Development Plan. Requires two

members.

Staff Lead: Manager of Legislative Services
Meetings: As needed (generally daytime)

Member(s): Wayne Oliver and Mark Barber

#### 16. LIBRARY BOARD and CHINOOK ARCH

Mandate: Pursuant to the Libraries Act of Alberta, the Pincher Creek & District

Municipal Library will provide full and equal access to information, resources and ideas, and promote an atmosphere of life-long learning.

Requires one member.

Staff Lead: Head Librarian

Meetings: Library Board – Fourth Wednesday every other month at 7:00 pm

Chinook Arch – First Thursday of April, August and December 6:00 pm

Member(s): Mark Barber

#### 17. MAYORS & REEVES OF SOUTHWEST ALBERTA

Mandate: Mayors & Reeves of Southwest Alberta. Requires the Mayor.

Staff Lead: Open

Meetings: First Friday monthly at 1:00 pm in Lethbridge (No meeting in July &

August)

Member(s):

#### 18. MUNICIPAL DEVELOPMENT AND SUBDIVISION AUTHORITY (MDSA)

Mandate: Pursuant to the Municipal Government Act and MDSA Bylaw #1543, to

review applications for discretionary developments. Requires three

members.

Staff Lead: Manager of Legislative Services

Meetings: Third Tuesday monthly at 9:30 am

Member(s): Wayne Elliott, Brian Wright and Wayne Oliver

#### 19. MUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD (MSDAB)

Mandate: Pursuant to the Municipal Government Act and Bylaw #1544. Requires

one member.

Staff Lead: Manager of Legislative Services and Chief Administrative Officer

Meetings: As required, by Oldman River Regional Services Commission

Member(s): Don Anderberg

#### 20. OLDMAN RIVER REGIONAL SERVICES COMMISSION (ORRSC)

Mandate: Concerns matters of subdivision, planning, etc. Requires one member

and one alternate member.

Staff Lead: CAO

Meetings: First day of March, June, September and December at 7:00 pm in

Lethbridge

Member(s): Don Anderberg

Alternates: Brian Wright

#### 21. OLDMAN WATERSHED COUNCIL

Mandate: A healthy, resilient watershed where people, wildlife and habitat thrive.

Requires one member

Staff Lead: Director of Operations

Meetings: Quarterly

Member(s): Wavne Elliott

Member(s). Wayne Emoti

Alternate: David Green

#### 22. OPERATIONS COMMITTEE

Mandate: Study and provide advice regarding matters related to operational

services. Requires two members.

Staff Lead: Director of Operations

Meetings: Quarterly

Member(s): Wayne Elliott and Wayne Oliver

Initials \_\_\_\_

#### 23. PINCHER CREEK FOUNDATION BOARD

Mandate: Manages the Housing Units in Pincher Creek. Requires two members.

Staff Lead: Pincher Creek Foundation CAO Meetings: Fourth Wednesday monthly

Member(s): David Green and Wayne Oliver

#### 24. POLICE ADVISORY COMMITTEE

Mandate: Formalize the process for receiving input from the community and the

partnership between the community, the RCMP and local government.

Requires one member and one alternate member.

Staff Lead: FCSS Coordinator

Meetings: Third Wednesday every two months at 7:00 pm

Member(s): Mark Barber Alternate: Brian Wright

#### 25. POLICY REVIEW COMMITTEE

Mandate: Requires two members of Council.

Staff Lead: Legislative Services Manager

Meetings: As required (monthly)

Member(s): Sahra Nodge and Wayne Elliott

#### 26. RECREATION ADVISORY BOARD

Mandate: Reviews Recreation and Parks issues, makes recommendations and

identifies issues. Requires one member.

Staff Lead: Director of Community Services

Meetings: Monthly as schedules allow (generally evening)

Member(s): Brian Wright

#### 27. REGIONAL AIRPORT ADVISORY COMMITTEE

Mandate: To advise Council on airport opportunities and issues, policy and

programs within the Southwestern Alberta Region with specific focus on

the Pincher Creek Airport (CZPC). Requires two members.

Staff Lead:

Meetings: Quarterly – to be determined

Members(s): Wayne Elliott and Mark Barber

Alternate: Don Anderberg

#### 28. REGIONAL EMERGENCY MANAGEMENT ORGANIZATION

Mandate: To act as an agent of the Council to carry out the Council's statutory

powers and obligations as prescribed in the Emergency Management

Bylaw. Requires two members and one alternate member.

Staff Lead: CAO

Meetings: Minimum twice annually

Member(s): Don Anderberg and Brian Wright

Alternate: Sahra Nodge

#### 29. REGIONAL LANDFILL - Town/MD/Cowley/Crowsnest Pass

Mandate: Pursuant to landfill Authority bylaws. Requires one member and one

alternate member.

Staff Lead: Open

Meetings: Third Wednesday monthly at 9:00 am at the Landfill

Member(s): Mark Barber Alternate: Wayne Oliver

Note\*\*All members of Council shall serve as alternates on all committees and boards.

## Item No. 8.4

## **DEPUTY MAYOR ROTATION SCHEDULE**

M. Barber	October 25, 2021- June 30, 2022
W. Elliott	July 1, 2022 February 28, 2023
D. Green	March 1, 2023- October 31, 2023
S. Nodge	November 1, 2023 - June 30, 2024
W. Oliver	July 1, 2024- February 29, 2025
B. Wright	March 1, 2025- October 28, 2025



# Town of Pincher Creek COUNCIL DISTRIBUTION LIST July 25, 2022

Item No.	<u>Date</u>	Received From	<u>Information</u>
1.	June 24, 2022	Canadian Red Cross	COVID-19 Mental Health and Wellbeing Grant Program - Funding Opportunity
2.	June 24, 2022	Alberta Seniors & Housing	DEADLINE APPROACHING! 2022 Minister's Seniors Service Awards
3.	June 24, 2022	South Canadian Rockies Tourism Association	June Connection
4.	June 24, 2022	Allied Arts Council of Pincher Creek	Allied Arts Council of Pincher Creek Balcony Concerts
5.	June 27, 2022	Municipal District of Pincher Creek No. 9	Letter
6.	June 27, 2022	Recycling Council of Alberta	RCA Announces 2022 Conference in Jasper!
7.	June 28, 2022	CMHC Market Insight	New report: Canada's Housing Supply Shortages
8.	July 4, 2022	Brandy Cox, Deputy Minister	Release of Municipal Affairs 2021-22 Annual Report
9.	June 22, 2022	Community Futures, Crowsnest Pass	Indigenous Culture Awareness Training - September 28
10.	July 6, 2022	Travel Alberta	Connections: New boundary map highlights regional diversity
11.	July 7, 2022	National Police Federation	Following Up: Call to Action to the Government of Alberta
12.	July 11, 2022	Water Canada	Blue Economy   Water Basins   Conservation
13.	July 11, 2022	Alberta Seniors and Housing	Affordable Housing Needs Assessment
14.	July 14, 2022	Oldman Watershed Council	Oldman Watershed Council Newsletter   July 14, 2022
15.	July 11, 2022	The Pincher Creek Co-operative Association Limited	Letter re 100 <sup>th</sup> Anniversary of Pincher Creek Co-op luncheon
16.	July 15, 2022	Alberta Association of Police Governance	JSG Annual Report 2021-2022
17.	July 18, 2022	Alberta Municipal Affairs	Government of Alberta Mobile Wireless Services Contract and Procurement



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Item No.	<u>Date</u>	Received From	<u>Information</u>
18.	July 18, 2022	Alberta Health Services	AHS Together4Health Headlines
19.	July 18, 2022	Alberta Association of Police Governance	AAPG Member book published!
20.	July 19, 2022	TC Energy	NGTL West Path Delivery 2022 (Raven River): Condition 5 Updated EPP Update No. 2
21.	July 19, 2022	Alberta CARE	Alberta CARE Conference September 7 <sup>th</sup> – 9 <sup>th</sup>
22.	July 19, 2022	STARS	Condolences card
23.	July 19, 2022	Alberta Association of Police Governance	AAPG Survey; Help set AAPG goals for 2023-2026!
24.	July 19, 2022	Alberta Health Services	What We Heard - Conversation about Healthcare in Alberta - Lethbridge
25.	July 19, 2022	Alberta Transportation	Letter from Honourable Prasad Panda
26.	July 20, 2022	ToewsforAlberta.ca	Meet & Greet with Travis Toews, July 25, Poster
27.	July 21, 2022	GrantMatch	Up to \$1M in Funding Available For Natural Infrastructure Projects Across Canada