



**TOWN OF PINCHER CREEK COUNCIL  
MEETING AGENDA  
Monday, December 13, 2021 at 6:00 p.m.  
[Virtual via Zoom](#)**

1. **Call to Order**
2. **Scheduled Public Hearing**
3. **Agenda Approval**
4. **Scheduled Delegations**
  - 4.1 Pincher Creek and District Agricultural Society – Request for Support – Hilary Matheson
  - 4.2 Energy Management Report– David Desabrais
  - 4.3 Golf/Curling Club Steering Committee – Garry Cleland
5. **Adoption of Minutes**
  - 5.1 Minutes of the Regular Meeting of Council held on November 22, 2021
  - 5.2 Minutes of the Committee of the Whole Meeting held on November 23, 2021
  - 5.3 Minutes of the Committee of the Whole Meeting held on December 1, 2021
6. **Business Arising from the Minutes**
  - 6.1 Community Recreation Centre Council Liaison – Terms of Reference
7. **Bylaws**
  - 7.1 Water and Sewer Bylaw 1607-21
8. **New Business**
  - 8.1 Alberta Municipal Water/Wastewater Partnership Program Grant Application
  - 8.2 Royal Canadian Legion – Request for Support
  - 8.3 2022 Operating Budget
  - 8.4 2022 Capital Budget
  - 8.5 Request to Waive Penalties on Property Taxes
9. **Reports**
  - 9.1 Upcoming Committee Meeting and Events
10. **Administration**
  - 10.1 Council Information Distribution List
  - 10.2 Legislative Services Third Quarter Report
11. **Closed Session Discussion**
  - 11.1 Municipal Development and Subdivision Authority Committee Appointment – FOIP s. 19 & 24
  - 11.2 Tax Incentive Bylaw 1629-21 – FOIP s. 23 & 24
  - 11.3 Recreation Programmer Proposed Position – FOIP s. 24
  - 11.4 Development – Plan 0614431, Block 1, Lot 4 – FOIP s. 16 & 24
  - 11.5 Covid Vaccination Policy – FOIP s. 18
  - 11.6 Personnel – FOIP s. 17
12. **Notice of Motion**
13. **Adjournment**

*The next Regular Council Meeting is scheduled for January 10, 2022 at 6:00 p.m.*



**REGULAR MEETING OF COUNCIL**  
**Held on Monday November 22, 2021**  
**Virtually, commencing at 6:00 p.m.**

**IN ATTENDANCE:**

Mayor: D. Anderberg

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

Absent with Regrets: W. Elliott

Staff: L. Wilgosh, Chief Administrative Officer; W. Catonio, Director of Finance and Human Resources; L. Rideout, Director of Community Services; A. Grose, Recreation Manager; D. Desabrais, Municipal Energy Project Lead; B. Leavins, Recreation Coordinator; M. Everts, Events, Marketing & Economic Development Officer and L. Goss, Administrative Manager

**1. CALL TO ORDER**

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

**2. SCHEDULED PUBLIC HEARING**

**3. AGENDA APPROVAL**

**GREEN:**

That Council for the Town of Pincher Creek approves the November 22, 2021 agenda as presented.

**CARRIED 21-442**

**4. DELEGATIONS**

**5. ADOPTION OF MINUTES**

**5.1 Minutes of the Committee of the Whole Meeting held on November 3, 2021**

**BARBER:**

That Council for the Town of Pincher Creek approve the minutes of the Committee of the Whole Meeting held on November 3, 2021 as presented.

**CARRIED 21-443**

**5.2 Minutes of the Special Meeting of Council held on November 5, 2021**

**BARBER:**

That Council for the Town of Pincher Creek approve the minutes of the Special Meeting of Council held on November 5, 2021 as presented.

**CARRIED 21-444**



**5.3 Minutes of the Regular Meeting of Council held on November 8, 2021**  
**NODGE:**

That Council for the Town of Pincher Creek approve the minutes of the Regular Meeting of Council held on November 8, 2021 as amended, the amendment being the deletion of the friendly amendment in item 11.1 and incorporate the wording in the main resolution of Council.

**CARRIED 21-445**

**5.4 Minutes of the Special Meeting of Council held on November 10, 2021**  
**WRIGHT:**

That Council for the Town of Pincher Creek approve the minutes of the Special Meeting of Council held on November 10, 2021 as presented.

**CARRIED 21-446**

*Mayor Anderberg declared a potential conflict of interest with item 6.1 as the delegation is a family member and left the meeting at 6:06 pm.*

**6. BUSINESS ARISING FROM THE MINUTES**

**6.1 Disposition of Delegation – Megan Metheral**  
**GREEN:**

That Council for the Town of Pincher Creek receive the information and concerns raised by the delegation, Megan Metheral regarding the development at 1274 Bighorn Ave. 1272 and 1270 Pronghorn Ave., and to provide a review of the development process to Ms. Metheral.

**FURTHER**

to direct Megan Metheral to request an opportunity to present to the Pincher Creek Community Early Learning Centre her concerns regarding the Child care service, and if necessary to provide her concerns in writing to Town Council.

**CARRIED 21-447**

*Mayor Anderberg returned to the meeting at 6:11 pm.*

**7. BYLAWS**

**8. NEW BUSINESS**

**8.1 REAL Ice System Installation**  
**NODGE:**

That Council for the Town of Pincher Creek to proceed with signing an offer letter for a grant covering 75% of costs to install a REALIce system in the Memorial Arena for cold water flooding to be funded from the Arena Reserve.

**CARRIED 21-448**

**8.2 Engagement Invitation for Alberta Provincial Police Service Transition Study**

**BARBER:**

That Council for the Town of Pincher Creek direct administration to register all of Council to attend a virtual or in person Alberta Provincial Police Service Transition Study report.

**CARRIED 21-449**

*M. Everts joined the meeting at 6:24 pm.  
D. Desabrais left the meeting at 6:30 pm.*

**8.3 Joint Funding**

**BARBER:**

That Council for the Town of Pincher Creek support the Pincher Creek Early Childhood Coalition with \$5500 to be funded from the Municipal Sustainability Reserve.

**CARRIED 21-450**

**8.4 Community Peace Officer Appointment**

**BARBER:**

That Council for the Town of Pincher Creek appoint Max Denis Hausammann to the position of Community Peace Officer in accordance with the Municipal Government Act, the Peace Officer Act and the Town of Pincher Creek Bylaw 1476-95 and Policy 206-07.

**CARRIED 21-451**

**8.5 Restriction Exemption Program**

**OLIVER:**

That Council for the Town of Pincher Creek allocate an additional \$10,000 in funding to support additional personnel to assist in implementing the Restriction Exemption Program at the MCC arena, to be funded from the Municipal Sustainability Reserve.

**CARRIED 21-452**

*M. Everts left the meeting at 6:44 pm.  
B. Leavins left the meeting at 6:45 pm.*

**9. REPORTS**

**9.1 Upcoming Committee Meetings and Events**

Economic Development Strategy Review  
Finance and Budget Committee  
Community Early Learning Centre Board  
Transportation Committee  
Committee of the Whole  
Family and Community Support Services Board  
Alberta SouthWest  
George Cuff Council Orientation

**10. ADMINISTRATION**

**10.1 Council Information Distribution List**

**BARBER:**

That Council for the Town of Pincher Creek accept the November 22, 2021 Council Information Distribution List as information.

**CARRIED 21-453**



**10.2 Chief Administrative Officer Third Quarter Report**

**GREEN:**

That Council for the Town of Pincher Creek accept the Chief Administrative Officer Third Quarter Report as information.

**CARRIED 21-454**

**10.3 Finance Third Quarter Report**

**NODGE:**

That Council for the Town of Pincher Creek accept the Finance Third Quarter Report as information with thanks.

**CARRIED 21-455**

**11. CLOSED MEETING DISCUSSION**

**GREEN:**

That Council for the Town of Pincher Creek agree to move to a closed session of Council on Monday, November 22, 2021 at 6:45 pm in accordance with section 16, 21 & 24 of the Freedom of Information and Protection of Privacy Act, with the Chief Administrative Officer, Director of Community Services, Director of Finance and Human Resources, Recreation Manager and Administrative Manager in attendance.

**CARRIED 21-456**

**OLIVER:**

That Council for the Town of Pincher Creek agree to move out of a closed session of Council on Monday, November 22, 2021 at 6:56 pm.

**CARRIED 21-457**

**11.1 Application for Property Tax Exemption – FOIP s. 16**

**OLIVER:**

That Council for the Town of Pincher Creek approve the Application for Property Tax Exemption - Non Profit Organization - for 756 Kettles Street.

**CARRIED 21-458**

**11.2 Safety Officer Sale of Service Agreement – FOIP s. 21 & 24**

**NODGE:**

That Council for the Town of Pincher Creek approve and sign the proposed Safety Officer Sale of Service Agreement with the Municipal District of Pincher Creek.

**CARRIED 21-459**

**12. NOTICE OF MOTION**

**NODGE:**

That administration be directed to develop a staff Covid vaccination policy to be presented at the December 1, 2021 Committee of the Whole meeting.

**13. ADJOURNMENT**

**WRIGHT:**

That this meeting of Council on November 22, 2021 be hereby adjourned at 7:06 pm.

**CARRIED 21-460**



\_\_\_\_\_  
MAYOR, D. Anderberg

\_\_\_\_\_  
CAO, L. Wilgosh

**APPROVED BY RESOLUTION  
OF THE COUNCIL OF THE  
TOWN OF PINCHER CREEK,  
THIS 13<sup>th</sup> DAY OF DECEMBER 2021      S E A L  
NEXT REGULAR MEETING OF COUNCIL TO BE HELD ON MONDAY DECEMBER 13,  
2021 AT 6:00 P.M.**

DRAFT



Town of Pincher Creek  
COMMITTEE OF THE WHOLE MINUTES  
November 23, 2021 – 1:00 PM  
Virtually via Zoom

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ATTENDANCE:

Mayor: D. Anderberg

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

Absent with Regrets: W. Elliott

Staff: L. Wilgosh, Chief Administrative Officer; L. Rideout, Director of Community Services and M. Everts, Events, Marketing & Economic Development Officer

**1. Call to Order**

Mayor Anderberg called the meeting to order at 1:00 pm.

**2. Agenda Approval**

**BARBER:**

That the Committee of the Whole for the Town of Pincher Creek approves the November 23, 2021 agenda as presented.

**CARRIED COTW 2021-143**

**3. Scheduled Delegations**

**3.1 InnoVisions – Natalie Gibson – Economic Development Strategy Review**

InnoVisions representative Natalie Gibson attended the meeting to review the Economic Development Strategy with the committee.

**4. Committee Reports**

**5. Administration**

**5.1 Upcoming Meetings**

**6. Business Arising from the Minutes**

7. Policy

8. New Business

9. Closed Session

10. Adjournment

**ANDERBERG:**

That this session of Committee of the Whole be adjourned at 4:15 pm.

**CARRIED COTW 2021-144**

**APPROVED BY RESOLUTION OF  
COUNCIL FOR THE TOWN OF PINCHER CREEK  
THIS 13<sup>th</sup> DAY OF DECEMBER 2021**

\_\_\_\_\_  
Mayor, D. Anderberg

\_\_\_\_\_  
CAO, L. Wilgosh





Town of Pincher Creek  
COMMITTEE OF THE WHOLE MINUTES  
December 1, 2021 – 9:00 PM  
Virtually via Zoom

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ATTENDANCE:

Mayor: D. Anderberg

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

Staff: L. Wilgosh, Chief Administrative Officer; W. Catonio, Director of Finance and Human Resources; L. Rideout, Director of Community Services; M. Everts, Events, Marketing & Economic Development Officer; A. Roth, Director of Operations; G. Kollee, Legislative Services Manager; A. Hlady, Family and Community Support Services Coordinator and L. Goss, Administrative Manager.

**1. Call to Order**

Deputy Mayor Barber called the meeting to order at 9:09 am.

**2. Agenda Approval**

**ELLIOTT:**

That the Committee of the Whole for the Town of Pincher Creek approves the December 1, 2021 agenda as amended, the amendment being the addition of items 8.3 Deer Challenges and 9.4 RCMP Facility Concerns.

**CARRIED COTW 2021-145**

**3. Scheduled Delegations**

**3.1 Alberta Health Services – COVID Update – Kristen Dykstra**

Alberta Health Services Representative Kristen Dykstra attended the meeting to provide the committee with a covid update.

**3.2 APEX Utilities Inc. – Introduction – Shane Milner**

APEX Utilities Inc representative Shane Milner attended the meeting to introduce himself to the committee and provide an update on projects in the area.

**3.3 ORRSC Senior Planner Introduction – Steve Harty and Mike Burla**

Oldman River Regional Services Commission Senior Planners Steve Harty and Mike Burla attended the meeting. Mike Burla will be retiring and has been the Senior Planner for the community for about 30 years. Steve Harty will be taking his place.

*L. Rideout joined the meeting at 9:27 am.*

*A. Roth joined the meeting at 9:32 am.*

*D. Anderberg joined the meeting at 9:35 am.*

*Deputy Mayor Barber appointed D. Anderberg as chairperson at 9:48 am.*

**4. Committee Reports**

Written reports are attached hereto forming part of the minutes.

**GREEN:**

That Committee of the Whole for the Town of Pincher Creek receives the committee reports information as presented.

**CARRIED COTW 2021-146**

**5. Administration**

**5.1 Upcoming Meetings**

George Cuff Council Orientation  
Finance and Budget Committee  
Airport Committee  
Joint Council

**6. Business Arising from the Minutes**

**7. Policy**

**8. New Business**

**8.1 Operations Committee Membership**

**ELLIOTT:**

That Committee of the Whole for the Town of Pincher Creek approve the reduction from three (3) councillor representatives on the Operations Committee, to two (2) and approve the amended terms of reference.

**CARRIED COTW 2021-147**

**NODGE:**

That Committee of the Whole for the Town of Pincher Creek direct administration to amend the Operations Committee Terms of Reference Purpose to include Solid Waste Management.

**CARRIED COTW 2021-148**

**NODGE:**

That Committee of the Whole for the Town of Pincher Creek direct administration to amend the Operations Committee Terms of Reference to include that the committee meet at a minimum of four times annually.

**CARRIED COTW 2021-149**

*Mayor Anderberg called a recess at 10:49 am*

*A. Hlady joined the meeting at 10:54 am*

*Mayor Anderberg called the meeting back to order at 11:01 am*

**8.2 Council Remuneration Bylaw 1578-21 Review**

**8.3 Deer Challenges**

**GREEN:**

That Committee of the Whole for the Town of Pincher Creek direct administration to schedule a meeting with Alberta Fish and Wildlife regarding deer challenges in the community as soon as possible.

**CARRIED COTW 2021-150**

*Mayor Anderberg called a recess at 12:06 pm*

*L. Rideout and G. Kollee left the meeting at 12:06 pm*

*Mayor Anderberg called the meeting back to order at 12:15 pm*

**9. Closed Session**

**GREEN:**

That Committee of the Whole for the Town of Pincher Creek agree to move to a closed session of the Committee on Wednesday December 1, 2021 at 12:15 pm in accordance with sections 16, 18, 21 and 24 of the Freedom of Information and Protection of Privacy Act, with the Chief Administrative Officer, Director of Finance and Human Resources, Director of Operations and Administrative Manager in attendance.

**CARRIED COTW 2021-151**

*M. Everts and L. Rideout joined the meeting at 1:10 pm*

*M. Everts left the meeting at 1:29 pm*

*L. Rideout left the meeting at 1:35 pm*

**ELLIOTT:**

That Committee of the Whole for the Town of Pincher Creek agree to move out of a closed session of the Committee on Wednesday, December 1, 2021 at 1:48 pm.

**CARRIED COTW 2021-152**



**9.1 COVID Vaccine Policy – FOIP s. 18**

**NODGE:**

That Committee of the Whole for the Town of Pincher Creek receive the proposed COVID vaccination policy as presented and direct administration to garner additional information regarding rapid testing procedures and employee accommodations and defer the Covid Vaccination Policy to the December 13, 2021 regular meeting of Council for consideration.

**CARRIED COTW 2021-153**

**9.2 Pincher Creek Emergency Services Commission – Mediation Update – FOIP s. 21**

**GREEN:**

That Committee of the Whole for the Town of Pincher Creek receive the information provided regarding the Pincher Creek Emergency Services Commission funding formula mediation and agree to appoint Mayor Anderberg and Councillor Oliver to the Pincher Creek Emergency Services Commission Mediation Committee.

**CARRIED COTW 2021-154**

**9.3 Meadow Valley Christian Academy Proposal – FOIP s. 16 & 24**

**GREEN:**

That Committee of the Whole for the Town of Pincher Creek direct administration to inform the Meadow Valley Christian Academy to seek alternative accommodation within the community.

**CARRIED COTW 2021-155**

**9.4 RCMP Facility Concerns**

**ELLIOTT:**

That Committee of the Whole for the Town of Pincher Creek receive the RCMP Facility Concerns information as presented.

**CARRIED COTW 2021-156**

**10. Adjournment**

**ELLIOTT:**

That this session of Committee of the Whole be adjourned at 1:53 pm.

**CARRIED COTW 2021-157**

**APPROVED BY RESOLUTION OF  
COUNCIL FOR THE TOWN OF PINCHER CREEK  
THIS 13<sup>th</sup> DAY OF DECEMBER 2021**

\_\_\_\_\_  
Mayor, D. Anderberg

\_\_\_\_\_  
CAO, L. Wilgosh

Sahra Nodge  
COW December 1 Councillor Report

Meetings

Date	Meeting	Action or Summary	\$
Oct 25	Organizational Meeting	Appointed to FCSS, Transportation Committee, ABSW, Community Housing, Municipal Subdivision & Development Appeal Board (MDSA),	235
Oct 25	Reg Council Meeting		235
Nov 3	AB South West Meeting	<ul style="list-style-type: none"> <li>• orientation to the organization</li> <li>• the recent accomplishments and history.</li> <li>• Update on current projects and operating conditions</li> </ul>	120
Nov.3 9:00-1:00	COW	Action: Plan for Econ. Development Review Action: Plan for Strategic Plan session in new year Receive update on Recycling Service Request update on TOPC Covid policies and note community satisfaction with Rec. facilities inconsistent REP	235
Nov. 5 8:30-12-	Special Council Meeting: Town Department Orientation & Introduction		235
Nov.8	Reg. Council Meeting	Action: Follow up from local proponents about a development agreement	235
Nov 8	Emerging Economies Consultation Workshop	At request of ABSW, Attended until 6 pm when I had to move to reg. Council meeting.  Do I file for this?	
Nov. 10	Special Council Meeting: Orientation	Finish Community service Legislative Services Operations projects & Issues CAO Issues	235

Nov. 12	Special Council Meeting:	Finance and Budge 2022 Overview - Operations	235
Nov. 16	AUMA Legal Education Session		235
Nov. 17	AUMA		235
Nov. 18	AUMA		235
Nov. 19	AUMA		235
Nov. 22	Regular Council meeting	ACTION: Notice of Motion for Staff Covid Policy	235
Nov. 23	Community Economic Dev Strategy	Presentation from Innovisions Action: strategy to Council for approval Jan 10. Public release to follow.	120
Nov. 24	Finance & Budget Committee	Operations Budget Meeting	120
Nov. 29	Transportation Committee	Action: TOR to come to council, amend committee title for consistency, discuss options with the Town Bus and community organizations,	120
Nov. 29	FCSS. Meeting	Next meeting- orientation dec 20	120
	Stipend		600
	Millage to AUMA	Pincher Creek - Edmonton return (507*2) 1014*.50 = 507	507

#### Public Relations and Community Engagement

Development Concerns	Meeting with Local proponents about a development agreement	Action: Convey concerns to CAO & request follow-up.
Covid Policy Concerns	Strong dissatisfaction with REP program inconsistency at Pool and Arena	Action: Request Update added to COW. Will continue to monitor & request updates.
Newsletter	Posted Newsletter 1 to	Should It be attached to this



	Facebook - Nov.7	report? Are there other ways to share this newsletter? (hard copy at Library, posted to TOPC website)
Community Event	Attended the Halloween in the Village (as a parent/community member)	Excellent event! So much work and effort.
Community Event	Attended Christmas Stroll	Great promotion! I love having live music and the fires for warming up.
Community Event	Volunteered with Crowsnest Nordic Society Gear Share at the PPK Gear Swap (as a community member)	Included here, for the many convo's with Pincher folks that attended and chatted about rec/ ski regional concerns.
AHS	As a private citizen - update on critical triage protocol	
Women's Emergency Shelter Association meeting	As private citizen - board member	
Allied Arts Council	As private citizen - board member	
Newsletter post	Post # 2 facebook	Municipal Energy Program
Facebook posts	From AUMA	Meeting with Minister Shultz, Speeches of Provincial Ministers

# TOWN OF PINCHER CREEK

## REQUEST FOR DECISION

*Council*

<b>SUBJECT:</b> Terms of Reference - Council Liaison	
<b>PRESENTED BY:</b> Laurie Wilgosh, Chief Administrative Officer	<b>DATE OF MEETING:</b> 12/13/2021

**PURPOSE:**

Administration was directed to draft a Terms of Reference for a Council Liaison position.

**RECOMMENDATION:**

That Council for the Town of Pincher Creek approve the Terms of Reference - for a Council appointed Liaison position as presented.

**BACKGROUND/HISTORY:**

Council appointments to various Community committees and boards are made annually during the Organizational meeting in October, and at other times throughout the Council term as required.

Most of the established committees and boards have Terms of Reference that clarify the purpose of the council members on the organization, and in addition the term of the appointment, and the authority of the appointment. In some cases however, an organization may request a council member's presence on a committee (special project driven) to enable direct communication between the council and the committee. The Council Liaison role is one of enabling communication, but not one of decision making, or advocacy.

In the recent Council Orientation with Mr. George Cuff, the role of Councils on Agencies, Boards and Committees was clarified.

**ALTERNATIVES:**

That Council for the Town of Pincher Creek direct administration to make the following amendments to the proposed Council Liaison Terms of Reference:

.....

That Council for the Town of Pincher Creek receive the proposed Council Liaison Terms of Reference as presented.

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

The Council Liaison Terms of Reference will help to provide clarity of the role of an appointed councillor on an agency, board or committee, specifically for a short term, project based organization.

**FINANCIAL IMPLICATIONS:**

Council meeting remuneration applies

**PUBLIC RELATIONS IMPLICATIONS:**

Committees and organizations appreciate the direct communication with a Town Council member as required.

**ATTACHMENTS:**

20211207094544952 – 2773  
TOR council liaison

**CONCLUSION/SUMMARY:**

Administration supports that Council approve the Council Liaison Terms of Reference as presented.

**Signatures:**

**Department Head:**

*Adam Grose*

**CAO:**

*Laurie Wilgosh*



# Criteria for Assessment of ABCs

- **Impact on Decision-Making:**
  - Does the governance model as proposed enable us as a Council to make good decisions?
- **Engagement of the Public:**
  - Does the model ensure that the public has been effectively “heard” on those matters which a reasonable person would conclude are “significant”?
- **Impact on Administration:**
  - Does the model place too onerous a burden on the administrative resources as a result of the expectation that the administration will assist the committee in its meeting processes?
- **Resource Commitment:**
  - Are the public resources (i.e. Council time; staff time, other costs) required to support this committee deemed by Council to be a worthwhile expenditure?
- **Mandate Overlap:**
  - Does the mandate of the requested committee duplicate or overlap the mandate of one of the other ABCs that Council presently has and from which Council receives guidance?

# A Councillor's Role on ABCs

Liaison **You are a liaison on behalf of Council**

Not an Advocate **You are not an advocate on behalf of the ABC**

Refrain **Refrain from commitments to act; to be advised, yes; to act, no**

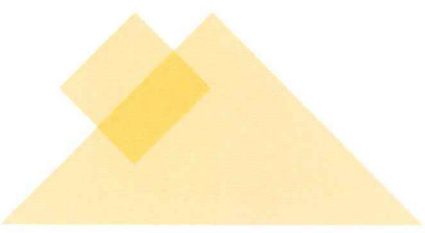
Communicate **Ensure that the minutes of their meetings are placed on a Council agenda**

Serve on **Serve on committees as designated; not on sub-committees unless masochistic (but then, don't complain)**





## ABC PRINCIPLES

- 1. Council member(s) (no alternates) will be appointed if that is a requirement of the applicable legislation (e.g., Libraries Act).
  - 2. An ABC may be established by Council if it believes that there are compelling reasons to believe that such an ABC will add value to the decision-making process of Council (e.g., Theatre Board).
  - 3. Any ABC established by Council will only be instituted once its terms of reference have been approved by Council.
  - 4. Every Council-initiated ABC will be reviewed as to its continuation at minimum every two years; or expire at end of Council term; ABC, Council members and applicable staff will be surveyed as to the merit of continuing the ABC.
- 



## PRINCIPLES

- 5. All ABCs established by Council are to be advisory to the Council as a whole.
- 6. Any minutes of the ABC being sent to Council should be moved by the Council member appointed to that ABC *"for information"* prior to any business issues of the ABC being presented *"for action"*.
- 7. Any Council member appointed to any ABC is there as a liaison only and not as the advocate of the ABC (this principle aligns with that of principal obligation to the community and not to an ABC).
- 8. Council appointees should not hold executive positions on any ABC (executive members in particular are expected to be advocates).
- 9. All ABC meetings will be deemed to be open to the public unless permitted otherwise.
- 10. Membership on all ABCs will be reviewed annually by Council or at the time the term of appointment concludes.



## PRINCIPLES

- 11. No Council member should serve on any ABC for longer than three (3) consecutive years unless mitigating circumstances have been considered by Council and it concludes that this time frame can be exceeded.
- 12. The CAO will designate which staff member is to be the primary advisor to which ABC. No ABC member has the authority to require staff to take action on ABC recommendations.
- 13. If the ABC wishes to present any matter to Council, that will be done by its Chair (or as designated by the ABC).
- 14. All management reports going to an ABC established by Council will be first reviewed by the respective department/division head and by the CAO .
- 15. Only ABC members shall have a vote. The Mayor may have a vote as an ex officio member if so designated and permitted by Council policy; preferably no member of Council would vote as that signifies an intention to support the item when it gets to the Council table, where you should have all options open.

## TERMS OF REFERENCE – COUNCIL LIAISON

### **PURPOSE OF TOWN COUNCIL LIAISON**

The Town Council may choose to appoint a Council liaison to an agency, board or committee; (ABC) to maintain a conduit for two way communication with an independent, community focused organization, and related to specific projects.

Specifically, the Town Council Liaison will be the main contact who attends the special interest committee meetings as an observer, and information sharing. The Council Liaison is not attending the meetings as an advocate on behalf of the agency, committee or board.

The Council Liaison will refrain from making any commitments on behalf of the municipality, but will share the related information with Town Council on a regular basis.

### **TERM OF APPOINTMENT:**

The Town Council Liaison appointment will be for one year, and will be reviewed annually at the October Organizational meeting.

### **PRINCIPLES:**

The Town Council Liaison will not hold an executive position on the agency, board or committee.

Any presentations to be made by the agency, board or committee to Town Council will be made by the ABC itself, and not by the Council Liaison.

All reports or communication from the Town Council will be in writing and reviewed by the respective department head or the CAO.

The Town Council Liaison will not have a vote on the ABC decision making process.

Minutes of the agency, board or committee are to be forwarded to all of Council, and any related action items to be made by Council resolution.



# TOWN OF PINCHER CREEK

## REQUEST FOR DECISION

*Council*

<b>SUBJECT:</b> Water and Sewer Bylaw #1607-21	
<b>PRESENTED BY:</b> Wendy Catonio, Director of Finance and Human Resources	<b>DATE OF MEETING:</b> 12/13/2021

**PURPOSE:**

Change to Schedule "A" 1. (a) and (b) of Water and Sewer Bylaw  
Addition of 3 inch meter \$105.35

**RECOMMENDATION:**

That Council for the Town of Pincher Creek agree to give the Water and Sewer Utility Bylaw #1607-21, first reading.

That Council for the Town of Pincher Creek agree to give the Water and Sewer Utility Bylaw #1607-21, second reading.

That Council for the Town of Pincher Creek unanimously agree to present Bylaw No. 1607-21, Water and Sewer Utility Bylaw, for third reading at the December 31, 2021 regular meeting of Council.

That Council for the Town of Pincher Creek agree to give the Water and Sewer Utility Bylaw #1607-21, third and final reading and that a copy of which be attached hereto and form part of the minutes.

**BACKGROUND/HISTORY:**

Administration has been working on the Town of Pincher Creek Water and Sewer Bylaw anticipating moving it forward as an RFD in spring of 2022. As requests for installation of water meters have arisen as a result of a Development schedule "A" requires attention prior to the entirety of the bylaw due to logistical time lines.

**ALTERNATIVES:**

Administration not move forward until 2022 and bring back the changes to the entire water and sewer bylaw.

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

None at this time

**FINANCIAL IMPLICATIONS:**

None at this time

**PUBLIC RELATIONS IMPLICATIONS:**

None at this time

**ATTACHMENTS:**

#1607-21 Water and Sewer Utility Bylaw DRAFT - 2771

**CONCLUSION/SUMMARY:**

Administration recommends passing the water and sewer bylaw with the addition of 3 inch meter to schedule A.

**Signatures:**

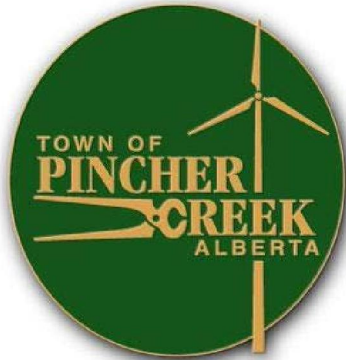
**Department Head:**

*Wendy Catonio*

**CAO:**

*Lannie Wilgush*





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# **TOWN OF PINCHER CREEK**

## **WATER AND SEWER UTILITY BYLAW**

**# 1607-2112**



**TABLE OF CONTENTS**

**1.0 TITLE AND DEFINITION**  
1.1 TITLE  
1.2 DEFINITIONS

**2.0 ADMINISTRATION OF UTILITY AND COLLECTIONS**  
2.1 APPLICATION FOR UTILITY SERVICE  
2.2 TERMINATION AND/ OR TEMPORARY DISCONNECTION  
2.3 SERVICE DISCONNECTION  
2.4 HOOKUP FEES  
a. Exceptions  
b. Blanket Hookup Fee  
c. Increased Hookup Fee  
d. Refund on Hookup Fees

**2.5 SERVICE CHARGES**  
a. Disconnection/Reconnection  
b. Service Call

**3.0 PAYMENT OF UTILITY ACCOUNTS**  
3.1 RATES AND CHARGES PAYABLE  
3.2 INTERIM ACCOUNTS  
3.3 APPEALS/ERRORS

**4.0 WATER UTILITY**  
4.1 WATER MAINS  
4.2 WATER SERVICE LEVY AND BILLING RATES  
4.3 ADMINISTRATION OF WATER SUPPLY  
4.4 RESTRICTION OF WATER SUPPLY  
a. Restricted Use of Town Facilities  
b. Wastage

4.5 USE OF WATER  
4.6 INVESTIGATION INTO WATER SUPPLY SERVICE FAILURE  
4.7 NOISES AND PRESSURE SURGES  
4.8 CONTAMINATION  
4.9 WATER METERS  
a. Installation  
b. Installation Responsibility  
c. Subsidiary Meter  
d. Meter Chamber  
e. Meter Size  
f. By-Passes  
g. Meter Valving  
h. Meter Reading  
i. Protection of Meter and Remote Meter Reading Receptacle  
j. Meter Installation  
k. Non-Registering Meter  
l. After Hours Calls  
m. Testing or Calibration on Disputed Reading  
n. Additional Meter Reading

**4.10 SERVICES AND SERVICING**  
a. Number and Depth of Services  
b. Fire Protection Service

- c. Temporary Water Service
- d. Thawing Services
- e. Winter Installation
- f. Size
- g. Boilers
- h. Requested Water Shut-Off

**5.0 WASTEWATER UTILITY**

**5.1 SEWER MAINS**

- a. Tapping Sewer Mains

**5.2 SEWERS**

- a. Use and Protection of Sewer System
- b. Industrial or Trade Wastes
- c. Grease Traps
- d. Sewer Connections
- e. Application for Sewer Connections
- f. Sewer Service Line
- g. Sewer Service Line Premise
- h. Repair & Maintenance of Sewer Service Line

**5.3 PLUMBING**

**5.4 PLUMBING PERMITS**

**5.5 CONSTRUCTION COSTS**

**5.6 CONSTRUCTION BY OTHERS**

**5.7 WASTEWATER UTILITY LEVY AND BILLING RATES**

**6.0 POWER AND AUTHORITY OF TOWN EMPLOYEES**

**7.0 OFFENCE AND PENALTIES**

**8.0 SUSPENSION OF EXISTING CONTROLS**

**9.0 DATE OF COMMENCEMENT**

**10.0 SCHEDULES**

- Schedule "A" – Water Rates
- Schedule "B" – Wastewater Rates
- Schedule "C" – Penalties

**BYLAW #1607-12  
of the  
TOWN OF PINCHER CREEK**

**A BYLAW OF THE MUNICIPALITY OF THE  
TOWN OF PINCHER CREEK, IN THE PROVINCE OF ALBERTA,  
FOR THE PURPOSE OF REGULATING THE UTILITIES OF WATER AND SEWER  
WITHIN THE MUNICIPALITY OF THE TOWN OF PINCHER CREEK**

**WHEREAS** the Municipal Government Act, being Chapter M-26, R.S.A. 2000 and amendments thereto, permits the municipality to pass Bylaws regarding public utilities.

**WHEREAS** the Council of the Town of Pincher Creek wishes to establish regulations, rates and penalties for water and sewer utility services.

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

**1.0 TITLE AND DEFINITIONS:**

**1.1** This bylaw may be cited as “**The Water and Sewer Utility Bylaw of the Town of Pincher Creek.**”

**1.2** **Definitions.** In this bylaw unless the context otherwise requires:

**APPLICATION** means the application made by the consumer to the Town for the supply of utility services.

**AUTHORIZED PERSON** means any employee of the Town of Pincher Creek.

**BUILDING CODE** means the Alberta Building Code and amendments thereto or replacements thereof.

**COMBINED SERVICE** means the service or service pipe used or intended to be used to supply water for fire protection as well as water for purposes other than fire protection.

**COMMERCIAL** shall mean all properties over two dwelling units, retail, commercial, industrial, church, schools, and properties owned or operated by non-profit organizations.

**COMMUNITY PEACE OFFICER** means the Community Peace Officer as appointed by the Town of Pincher Creek.

**CONSUMER** means any person who has entered into a Contract with the Town for utility services, and is the owner of any premises connected to or provided with utility.

**COUNCIL** means the Council of the Town elected pursuant to the provisions of the Municipal Elections Act.

**FINANCIAL INSTITUTION** means a bank, a trust company, or a credit union, located in the Town.

**FIRE LINE** means a pipe intended solely for the purpose of providing a supply of water for fire protection purpose.

**HIGHWAY** means any thoroughfare, street, road, trail, avenue, parkway, driveway, viaduct, lane, alley, square, bridge, causeway, trestleway, or other place whether publicly or privately owned any part of which the public is ordinarily entitled or permitted to use for the passage of vehicles.

**HOOK UP FEE** means a security Fee charge to consumers who apply for utility services, as per Schedule A and is refundable after 12 months of service in good standing or at the discretion of the Director of Finance and Human Resources, but shall not accrue interest.

**HOUSEHOLD SEWER SERVICE LINE** means that sewer line from the building to the property line.

**INSPECTOR** means the Building Inspector appointed by Council of the Town of Pincher Creek.

**CAO** means the Town CAO or CAO of the Town of Pincher Creek as appointed by Town Council and includes any person authorized by him/her or the Town to act for or carry out the duties of the Town CAO to the extent that authorization is given.

**MGA** means the Municipal Government Act, Chapter M-26 R.S.A. 2000 and amendments thereto.

**NON-RESIDENTIAL CONSUMERS** means those persons who use a utility service for any purpose other than exclusively residential purposes. For greater certainty and without limiting the generality of the foregoing, this shall include services provided for buildings intended for commercial use where part of the building may be used as a residence or where service is provided for buildings intended for commercial use where part of the building may be used as a residence or where service is provided for two or more buildings on one meter even though one building may be used for residential purposes.

**OWNER** means the registered owner of a property or the purchaser thereof.

**PERSON** includes any individual, partnership, firm, corporation, municipality, association, society, political or other group, and the heirs, executors, administrators, or other legal representatives of a person to whom the context can apply according to law.

**PRIVATE SERVICE or PRIVATE SERVICE PIPE** means that portion of a pipe used or intended to be used for the supply of water, which extends from the service valve to a meter.

**RESIDENTIAL CONSUMERS** means those persons who occupy a building used exclusively for residential purposes and connected to or provided with a utility.

**REMOTE READING DEVICE** means a device which is connected to a water meter by the Town and provides a duplicate reading of the water consumed, which may be monitored from the exterior of a building.

**RESIDENTIAL** shall mean all properties with two dwelling units or less.

**SERVICE or SERVICE PIPE** means a pipe used or intended to be used for supplying water, which extends from the water main to a meter.

**SERVICE CONNECTIONS** means the part of the system or works of a public utility that runs from the main lines of the public utility to a building or other place on a parcel of land for the purpose of providing the utility service to the parcel and includes those parts of the system or works described in the Municipal Government Act.

**SERVICE VALVE** means a valve on a Town service pipe.

**SEWER MAIN** means those pipes installed by the Town in streets for the conveyance of sewage throughout the Town to which service pipes may be connected.

**SHUT OFF** means an interruption in, or discontinuance of, the supply of water.

**SPRINKLING** means the distribution of water to the surface or sub-surface of lawns, gardens, streets or other areas situated outside the buildings by pipes, hoses, sprinklers or any other method and includes the washing of motor vehicles and the exterior of buildings.

**STREET** means all those lands situated, within a registered road right-of-way at the Land Titles Office, Calgary, Alberta.



**TOWN SERVICE or TOWN SERVICE PIPE** means that portion of a pipe used or intended to be used for the supply of water which extends from the water main to the service valve.

**TOWN SEWER SERVICE LINE** means that sewer service line from the property line to the sewer main in the street or avenue or lane.

**DIRECTOR OF OPERATIONS** means the Director of Operations for the Town of Pincher Creek or person authorized by him or by the Town to act for or carry out the duties of the Director of Operations.

**DIRECTOR OF FINANCE AND HUMAN RESOURCES** means the Town Director of Finance and Human Resources of the Town of Pincher Creek as appointed by Bylaw or a person authorized by the Director of Finance and Human Resources to act or carry out the duties of the Town Director of Finance and Human Resources.

**UTILITY AND UTILITY SERVICE** shall mean and include, as the context may require; the supply of water and the provision of wastewater collection and disposal..

**WATER MAIN** means those pipes installed by the Town in streets for the conveyance of water throughout the Town to which service pipes may be connected.

**WATER UTILITY** means the system of water works owned and operated by the Town and all accessories and appurtenances thereto.

**WATER WORKS SYSTEM** means the system of water works owned and operated by the Town of Pincher Creek and all accessories and appurtenances thereto.

## 2.0 ADMINISTRATION OF UTILITY AND COLLECTIONS

### 2.1 Application for Utility Service

- a. The utility services shall be under the general supervision and control of the Town CAO.
- b. The Director of Operations and Director of Finance and Human Resources shall exercise the powers and perform the duties with respect to the utility services conferred and placed upon them by this and any other bylaw of the Town applicable thereto and any order or direction the Town CAO or Council with respect thereto.
- c. Any person who requires any utility services shall apply to the Town Office on a form provided by the Town, such form may be changed from time to time by the Director of Finance and Human Resources. Accounts may not be changed or transferred under circumstances other than those described above and pay a non-refundable application fee and hookup fee as per Schedule "A".
- d. The utility account shall be set up:
  - in the name of the owner, or
  - where there is evidence of a landlord/tenant situation, in the name of the owner, or owner in care of the tenant and the owner must make application in all situations,
  - or
  - in the name of the general contractor in the case of a new building under construction.
- e. An application shall be supported by such identification and legal authority of the Applicant as the Director of Finance and Human Resources may require.

- f. Upon making application, providing all information required by the Town, and paying the application fee, hookup fee and any other sums herein required, there shall thereupon be a binding agreement between the Consumer and the Town, for the utility service applied for, and the provisions of the application and this bylaw shall constitute the terms and conditions of such agreement.
- g. No provision, agreement, term, condition, or representation not contained in an application for utility service or in this bylaw shall form any part of the Contract between the Town and a consumer for utility service.
- h. The Town shall not be obligated to provide utility services until access has been provided to the premises to enable the Town to obtain an initial meter reading for each utility service which is metered.
- i. Where the Applicant is indebted to the Town for any utility services previously provided, the Town may refuse to provide any utility services until such amount is paid in full or until arrangements for payment are made satisfactory to the Director of Finance and Human Resources.
- j. The Contract for utility service is not transferable and shall remain in full force and effect until the consumer notifies the Town Utility Office in writing prior to the termination or transfer date, of his desire to terminate the Contract or until the said Contract shall have been terminated by the Town.
- k. The Town does not guarantee the continuous uninterrupted supply of any utility, and the Town, its officers, employees or agents shall not be liable for any damages of any kind due to or arising out of a failure to supply a utility.
- l. All Schedules attached and form part of this bylaw may be amended from time to time by simple resolution of Council.

## 2.2 Termination and/or Temporary Disconnection

- a. Upon notification by the consumer in writing prior to the disconnect date, to the Town to terminate his Contract, the Town shall obtain a final reading of any meter as soon as reasonably practical and the consumer shall be liable for and pay all of the rates and charges payable hereunder until the time of such final meter reading.
- b. (i) When the premises to which utility service is provided becomes vacant and no new application for service has been made, the Town may terminate the contract and, in lieu of disconnecting the service, open a new utility account in the name of the owner who shall be responsible only for consumption charges thereafter incurred or a minimum bi-monthly fixed charge as indicated in Schedule "A", whichever is greater.
  - (ii) A tenant or owner may request a temporary discontinuance of a service in which case the tenant or owner shall be responsible for a minimum bi-monthly fixed charge as indicated in Schedule "A" or consumption thereafter incurred whichever is greater.
  - (iii) Nothing herein shall prevent the owner from requesting that the Town disconnect such utility service provided the owner pays the service charge prescribed herein. The owner shall be responsible for a minimum bi-monthly fixed charge as indicated in Schedule "A".
- c. The Town may discontinue the supply of all utility service for any of the following reasons:
  - non-payment of any utility accounts, or

- inability of the Town to obtain access to a residential premises to read, repair or replace any meter for a period of six months, or to a non-residential premises to read, repair or replace any meter for a period of three months, or
- failure by, or refusal of, a consumer to comply with any provision of this bylaw, or
- failure by, or refusal of, a consumer to comply with any provisions of any Provincial Acts, the Building Code, or any regulations thereunder, or
- in any other case provided for in this bylaw.

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and in such event the Town, its officers, employees or agents shall not be liable for any damages of any kind from such discontinuance of service.

**2.3 Service Disconnection**

- a. No permit for the demolition or removal of a building shall be issued by the Town nor shall any person cause, permit or allow to be demolished or removed a building connected to a utility service line or main until there has been paid to the Town the cost of disconnecting the utility service in the amount required under this bylaw, including costs of meter and appentunances and such utility services have been disconnected. Notwithstanding the foregoing, the Director of Operations may, in circumstances which he considers appropriate, permit the service to remain connected to the utility service line or main.
- b. Request for permit for demolition or removal of a building shall be given a minimum of two (2) working days prior to commencement of said work.

**2.4 Hookup Fees**

Subject to Sections 2.4 (a) & (b), every consumer shall at the time of application pay a hookup fee as per Schedule "A".

**a. Exceptions – Notwithstanding Section 2.4:**

- (i) Consumers opening a new account who are indebted to the Town for utility services previously supplied will not be allowed to complete their application, or be entitled to receive utility services, until satisfactory arrangements have been made for payment of such outstanding account and any hookup fee required as per Section 2.4.
- (ii) Consumers opening a new account due to a move of residence from outside the Town and who previously had a utility account with the Town, may be charged a hookup fee subject to the provisions of Section 2.4(c). The Director of Finance and Human Resources may waive the requirement for a hookup fee where a previous utility account with the Town terminated within the past 12 months and had been maintained in good standing prior to termination.
- (iii) The Director of Finance and Human Resources may waive the requirement of a hookup fee under Section 2.4 for non-residential consumers, and for residential consumers who have been established at least 12 months in another municipality, provided a reference letter from the consumer's previous utility company is supplied indicating his account was maintained in good standing.
- (iv) Consumers opening a new account due to a change of residence may transfer their hookup fee provided their previous residence utility account has been maintained and in good standing.
- (v) If the consumer has an existing utility account that is not in arrears, and for which no hookup fee is being held, then if application is made for another utility service in the same name and of the same type, the Director of Finance and Human Resources, at his/her discretion, may waive the requirement for a hookup fee.

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**b. Blanket Hookup Fees -In lieu of individual hookup fees, and application fee:**

Page 8 of 28 Initials \_\_\_\_\_



(i) Owners of residential rental properties may provide one cash hookup fee as per Schedule "A" for the utility services supplied to all rental properties registered in their name.

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(ii) A building contractor shall provide one cash hookup fee as per Schedule "A" for the utility services supplied to all properties he is constructing and notification has been received from the Building Inspector. The hookup fee will be released less usage per Schedule "A" at the time the property is ready for occupancy and an Occupancy Certificate has been received from the Building Inspector.

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(iii) Financial institutions may provide one cash hookup fee as per Schedule "A" for the utility services supplied to all of its residential foreclosure properties where legal title has been passed to the financial institution pending property liquidation.

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(iv) Notwithstanding the foregoing, the Director of Finance and Human Resources, at his/her discretion, may disallow the blanket hookup fees privilege at any time with respect to any properties.

(v) The exceptions stated in Section 2.4 (a), are not applicable to blanket hookup fees.

**c. Increased Hookup Fees.** Notwithstanding Section 2.4:

(i) Where payment of a utility account is two months in arrears, or;

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(ii) Where service to a property has been shut off for non-payment of the account, or;

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(iii) Where a cheque received for payment of an account has been returned marked "Not Sufficient Funds" or "Payment Stopped", or with other words indicating that the cheque has not been honored, or;

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(iv) Where a consumer's utility account has been written off as a bad debt or due to bankruptcy and the consumer has applied for a new utility account, or;

(v) Where collection proceedings, including legal action or referral to a collection agency, commenced or recovery of a consumer's previous utility account and the consumer has applied for a new utility account, or;

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(vi) Where there is no evidence of a landlord/tenant relationship, or of a general contractor for new construction situation, and, the consumer wishes to set-up the utility account in any name other than that of the legal owners, and providing that the Town agrees to this action, or;

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(vii) Where a consumer's existing or previous utility account(s) has not been maintained in good standing, or;

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(viii) Where a consumer's hookup fee on a existing or a previous account has been increased as provided for in this section and the account is not being maintained in good standing,

then, in addition to payment any arrears or previous balances owing, the consumer will be required to pay an additional hookup fee equal to three months estimated billing, or the minimum hookup fee required by Section 2.4, whichever is greater.

**d. Refund of Hookup Fees**



(i) Except for hookup fees paid under Section 2.4 (b), where consumers have made payment of all utility accounts rendered to them on or before the due date stated in the utility bill for a period of 12 consecutive months, and have maintained their utility account in good standing during that time, the utility account hookup fees paid by such consumer shall be refunded.

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(ii) Hookup Fees paid under Section 2.4 (b) will be refunded only upon the customer's request and at the discretion of the Director of Finance and Human Resources.

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(iii) When refundable, or upon termination of the Contract, the hookup fee shall be returned to the consumer after deducting therefrom all rates and charges outstanding thereunder, including the cost of shutting off or discontinuing any utility service for non-payment of accounts rendered.

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## 2.5 Service Charges

### a. Disconnection/Reconnection

(i) A consumer shall pay a disconnection service charge as per Schedule "A", which may be added to his account for any service call which is made for the purpose of discontinuing a utility service, pursuant to Section 2.2 (b) of this bylaw, or at the owner's request, for whatever reason, to have services discontinued.

(ii) Where a service call is made for the purpose of restoring services a reconnection service charge as per Schedule "A" may be assessed to the consumer's account where utility services were previously discontinued pursuant to Section 2.2(b), or to the owner's account where utility services were previously discontinued at the owner's request.

### b. Service Call

When a consumer requests that a Town employee attend at his premises with respect to any matter relating to the supply of utility services or the servicing of the same, and for any reason whatsoever the Town employee is unable to enter the said premises, or if the call is for failure of service not attributable to the Town Utility service, the consumer shall pay a fee as per Schedule "A".

## 3.0 PAYMENT OF UTILITY ACCOUNTS

### 3.1 Rates & Charges Payable

All rates and charges payable hereunder shall be paid to the Town within the time prescribed by this bylaw. Penalty Rates for unpaid accounts are as listed in Schedule C.

a. The entire utility account is due and payable when rendered and if not paid by the penalty date stated on the utility bill is deemed to be in arrears. Failure to receive a utility bill does not relieve the customer of liability.

- b. A consumer who has not paid the full utility account rendered on or before the penalty date stated in the utility account may have the supply of all or any utility services discontinued without notice. The Town reserves the right to disconnect utility services to any consumer whose utility account falls into arrears if the utility account remains unpaid after 7 days of being notified of such arrears by letter. The utility service will not be reinstated until all arrears and charges owed to the Town are paid.

### 3.2 Interim Account

- a. In any case in which the Town has rendered an account based upon an estimate of utility consumption, the Town shall, upon reading the meter in respect of which the estimate was made, render an account for such utility service since the time the meter was last read by the Town, after crediting all amounts received from the consumer in respect of such estimated accounts.
- b. Where any service rate or charge is designated by reference to a certain time, the charge for a lesser period of time shall be calculated on a proportionate basis.
- c. The Director of Finance and Human Resources may enforce payment of all accounts rendered hereunder by whatever means he/she considers appropriate in accordance with the Municipal Government Act.

### 3.3 Appeals/Errors

- a. Notwithstanding any other provision of this bylaw or the rate schedules forming part hereof, any consumer who feels himself aggrieved in respect of rate charged to him under this bylaw on the ground that such rates are unfair, unreasonable or discriminatory may, by notice in writing delivered to the Director of Operations, Town CAO or Town Director of Finance and Human Resources, specifying the grounds of his complaint, appeal such rates. Such appeal shall in the first instance be heard and determined by the Director of Operations, Town CAO or Town Director of Finance and Human Resources, provided that if such consumer is not satisfied with such determination he may, by notice in writing to be delivered to the Town CAO within 30 days of the date of such determination, further appeal the matter of Council.
- b. In the event an error has occurred in the utility billing:
  - i. and the town is responsible, the account will be adjusted for 3 billing periods plus the current period.
  - ii. and the consumer is responsible, it shall be adjusted on the date notification is received.

## 4.0 WATER UTILITY

### 4.1 Water Mains

- a. Tapping Water Mains:  
No person except authorized employees of the Town shall make any connection or contact whatsoever with any of the public pipes or mains in the public thoroughfares of the Town unless authorized by the Director of Operations.

### 4.2 Water Service Levy and Billing Rates

- a. The Town hereby levies, and the consumer shall pay, for all water supplied or services rendered hereunder the amounts and charges provided for in this bylaw and in Schedule "A" attached to and forming part of this bylaw as amended from time to time.
- b. The Director of Operations/Town Director of Finance and Human Resources shall determine which rate contained in Schedule "A" shall apply to any particular consumer.
- c. The rate payable by a consumer as set out in Schedule "A" of this bylaw for all water supplied shall be determined by reference to the reading of the meter supplied to each consumer.
- d. Where a remote reading device is installed in addition to the water meter, the meter shall be the official reading.

#### 4.3 Administration of Water Supply

- a. The Director of Operations or his designated representative may shut off water for any consumer or consumers for any reason which, in the option of the Director of Operations, necessitates such shutting off, provided that the Director of Operations shall, if in his opinion it is reasonably practicable to do so, give notice of such shutting off.
- b. The Town does not guarantee the pressure nor the continuous supply of water and the Town reserves the right at any and all times without notice to change operating water pressures and to shut off water and the Town, its officers, employees or agents shall not be liable for any damages of any kind due to changes in water pressure, the shutting off of water, or by reason of the water containing sediments, deposits or other foreign matter.
- c. Consumers depending upon a continuous and uninterrupted supply or pressure of water or having processes or equipment that require particularly clear or pure water shall provide such facilities, as they consider necessary to ensure a continuous and uninterrupted supply pressure or quality of water required for their use.
- d. The Town may as a condition to the supply of water inspect the premises of a consumer who applies to the Town for such supply in order to determine if it is advisable to supply water to such consumer.
- e. The Town may, with the permission of the consumer, inspect the premises of the consumer in order to do any tests on water piping or fixtures belonging to such consumer so as to determine if this bylaw is being complied with and in the event that such consumer fails or refuses to give such permission, the supply of water to that consumer may be shut off.
- f. The Director of Operations may at such times and for such lengths of time as he considers necessary or advisable regulate, restrict or prohibit the use of water for use other than human consumption. The Director of Operations may cause the water supply to any consumer who causes, permits or allows consumption or sprinkling in contravention of any such regulation, restriction or prohibition to be shut off until such consumer undertakes to abide by and comply with such regulation, restriction or prohibition.
- g. Any person who willfully or maliciously hinders or interrupts or causes or procures to be hindered or interrupted, the municipality or its contractors, servants, agents, workmen, or any of them, in the exercise of any of the powers



and authorities relating to the public utilities authorized by or contained in this bylaw or the M.G.A. and amendments thereto, is guilty of an offence.

#### 4.4 Restriction of Water Supply

- a. **Restricted Use of Town Facilities:**  
No consumer shall operate, use, interfere with, obstruct or impede access to the water utility or any portion thereof in any manner not expressly permitted by this bylaw, in default of which, the Director of Operations may cause the water being supplied to such consumer to be shut off until such consumer complies with all of the provisions of this bylaw.
- b. **Wastage:**
- (i) No consumer shall cause, permit or allow the discharge of water so that it runs waste or useless, whether by reason of leakage from private service pipe, a faulty plumbing system or otherwise.
- (ii) Notwithstanding Section 4.4.b.i, the Director of Operations may under such condition as he may consider reasonable allow a consumer to discharge water so that it runs waste or useless if such consumer's water service would otherwise be susceptible to freezing and a credit may be issued by the town based upon consumption history.

#### 4.5 Use of Water

- a. No consumer shall:
- lend or sell water, unless authorized by an agreement/contract with the town authorizing such sale.
  - give away or permit water to be taken,
  - use or apply any water to the use or benefit of others or to any other than his own use and benefit,
  - increase the usage of water beyond that agreed upon with the Town, or extract or remove any water from any hydrant within the Town without first obtaining a letter in writing signed by the Director of Operations or Town CAO authorizing such removal.
- b. During such months as the Town CAO may designate by Notice published in a newspaper in the Town, or the Town Newsletter, or delivered to the water user:
- (i) No consumer shall use, permit, suffer or allow to be used, any water supplied to any premises, for vehicle washing, lawn watering or other irrigation purposes unless it is in accordance with the watering schedule prescribed in the Notice and shall be done only with a hand-held hose.
- c. Any person who throws or deposits any injurious, noisome or offensive matter into the water system, or water works, or on the ice in the case that the water is frozen or in any way fouls the water or commits any willful damage or injury to the works, pipes or water or encourages it to be done is guilty of an offence.

#### 4.6 Investigation Into Water Supply Service Failure

- a. Any consumer complaining of a failure or interruption of water supply, the investigation of which complaint necessitates the opening up and excavating of a street shall, prior to such opening up and excavating, deposit with the Director of Finance and Human Resources the costs thereof as estimated by the Director of Operations, or sign a work order, agreeing to pay such costs, at the discretion of the Director of Operations.
- b. In the event that such failure or interruption was caused by the Town service, providing that the service is a new service or has been used in the preceding twelve

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(12) months, the consumer shall not be liable for such costs and any deposit paid shall be refunded.

- c. In the event that such failure or interruption was caused by the private service, the actual cost of such work shall be paid by the consumer and the said deposit shall be applied thereto; any excess shall be refunded to the consumer and any deficiency shall be collected in the same manner as water rates.

#### 4.7 Noises and Pressure Surges

- a. No consumer shall cause, permit or allow any apparatus fitting or fixture to be or remain connected to his water supply or to be operated which causes noise, pressure surges or other disturbances which may in the opinion of the Director of Operations, result in annoyance or damage to other consumers or to the water utility.

#### 4.8 Contamination

- a. No consumer shall cause, permit or allow to be or remain connected to this water supply system any piping, fixture, fitting, container or other appliance which may cause water from a source other than the water utility or any other harmful deleterious liquid or substance to enter the water utility.
- b. The Director of Operations may cause the water supply to any consumer contravening the provisions of this section to be shut off provided that the Director of Operations shall, if he considers it practical so to do, give notice to such consumer prior to such water supply being shut off.
- c. The water supply to such consumer shall not be restored until such consumer has paid to the Town all costs associated with the shutting off of the water supply, the cleanup of contamination and the remedying of the consumer's default under this section.

#### 4.9 Water Meters

- a. **Installation**  
All consumers shall make provisions for the installation of a water meter and remote reading device to the satisfaction of the Director of Operations and when required shall install a properly valved bypass. All costs incurred to move a meter and/or remote reading device by request of the Superintendent or by the consumer shall be borne by the consumer.
- b. **Installation Responsibility**  
Water meters shall be supplied and maintained by the Town as per Schedule "A" and supply and installation shall be at the expense of the consumer. The Town retains ownership of all meters supplied to the consumer.
- c. **Subsidiary Meter**  
A consumer may, for his own benefit, install a water meter between the meter supplied by the Town and the point of use of the water supply provided that the Town shall not maintain such meter, or shall such meter be read by the Town.
- d. **Meter Chamber**  
When in the opinion of the Director of Operations, the building or other premises intended to be supplied with water are too far from the Town service to conveniently install a meter in such building or premises, or if a number of buildings are to be so supplied or for any other reason in the opinion of the

Director of Operations, then the consumer shall, at his sole cost, construct and maintain a container for a meter and such container shall in all respects including location, construction size, access and otherwise howsoever be satisfactory to the Director of Operations.

**e. Meter Size**

The size of the meters shall be determined as recommended by the Director of Operations for each service.

**f. By-Passes**

Any consumer having a water meter 37.5 mm (1 ½ inches) in size or larger shall at his expense construct and maintain a properly valved by-pass satisfactory to the Director of Operations which by-pass shall be sealed by the Town and shall be opened by the consumer only in case of emergency. The consumer shall notify the Town within 24 hours after the seal on the by-pass is broken, failing which the Director of Operations may cause the water supply to such consumer to be shut off until satisfactory arrangements have been made for the calculation of and payment for water supplied and not recorded on the meter.

**g. Meter Valving**

Any consumer having a meter smaller than 37.5 mm (1 ½ inches) in size shall, at his sole cost and expense, supply and maintain valves on both sides of and within 300 mm (12 inches) of the meter.

**h. Meter Reading**

(i) All water supplied by the Town to a consumer shall be measured by a meter unless otherwise provided in this bylaw.

(ii) All meters shall be supplied, owned and maintained by the Town unless otherwise provided in this bylaw.

(iii) The Town shall endeavor to read the meters once every two months. If Town employees cannot gain access safely to read the meter as aforesaid, the consumption of the utility shall be estimated upon such basis as the Director of Finance and Human Resources considers to be fair and equitable and the account rendered in accordance with such estimate. Each meter shall be read by a Town employee at least once every each six month period and if such reading cannot be obtained, the Town may, at its discretion, discontinue any or all utility services supplied to the premises until such time as the Town is able to obtain an actual meter reading.

(iv) The consumer shall ensure that access to the meter is safe, well lit, accessible and free of hazards to the person reading the meter.

**i. Protection of Meter and Remote Meter Reading Receptacle**

(i) Each consumer shall provide adequate protection of the meter supplied by the Town against freezing, heat or any other internal or external damage, failing which the consumer shall pay to the Town all costs associated with the repair of such meter which amounts shall be recoverable in the same manner as all other costs and charges provided for under this bylaw.

(ii) No person other than authorized Town employees shall remove, disconnect, reconnect or tamper with a meter or remote meter reading receptacle attached to the premise.

**j. Meter Installation**

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Every consumer who requires the installation of more than one meter for each metered utility; or in the course of construction require re-installation, shall pay the fee as per Schedule "A".

**k. Non-Registering Meter**

(i) If, upon the reading of a meter, it is determined that the meter has failed to record the consumption of the utility supplied then the consumption will be estimated and the account rendered based upon such method as the Director of Finance and Human Resources considers to be fair and equitable.

(ii) Where it has been determined by the Town that the meter is not recording the consumption of a utility, an authorized Town employee, with reasonable notice to the consumer, must be allowed to enter the premises to replace or repair the meter or meter reading receptacle.

**l. After Hours Calls**

Notwithstanding anything herein provided, if a meter is required to be installed or connected, or should a utility service be required to be disconnected or reconnected, or should a service call requested, be required after 4:30 p.m. or before 8:00 a.m., Monday through Friday, or on a Saturday, Sunday or statutory or civic holiday, a fee as per Schedule "A" shall be paid by the consumer.

**m. Testing or Calibration on Disputed Meter Reading**

A consumer who disputes a meter reading shall give written notice to the Town. Following receipt of written notice:

(i) A water meter situated on the consumer's premises shall be removed and tested or calibrated by a qualified person designated by the Director of Operations. In the event that the meter is found to be accurate within 5% of actual water volume passing through the same, the expense of such test or calibration shall be borne by the consumer in the amount designated in Schedule "A".

(ii) In the event that the said meter is found not accurate within the said limits it shall forthwith be repaired or be replaced by one that is accurate and the expense thereof shall be borne by the Town.

(iii) In the event that a meter is found not to be accurate within the aforesaid limits and the current consumer has been overcharged, the accounts rendered to that consumer based upon the reading of that meter for the maximum of 12 months immediately preceding the date of such test or calibration shall be corrected in proportion to the error of the meter in excess of the aforesaid limits and there shall be refunded to the consumer, the amount so determined which refund shall be deemed accepted by the consumer as settlement in full to the date thereof of all claims on account of the inaccuracy of such meter.

**n. Additional Meter Reading**

When a consumer requests a meter reading at a time other than the Town's regular scheduled time for meter reading, he may be assessed a fee as per Schedule "A" for such reading. Provided, however, if upon such reading, it appears that the previous billed meter reading is incorrect, no service charge shall be required.

**4.10 SERVICES AND SERVICING**

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All persons doing any work or service upon a private service or the plumbing system attached thereto shall comply with the provisions of the Building Code and any bylaws of the Town applicable thereto.

**a. Number and Depth of Services**

Unless the Director of Operations otherwise approves:

- (i) There shall not be more than one private service to each dwelling unit or lease unit, and
- (ii) A private service shall be buried to a depth of at least 2.7 m (9 feet) unless otherwise approved by the Director of Operations.

**b. Fire Protection Service**

- (i) A combined service or fire line shall not be installed without the prior approval of the Director of Operations. A fire line shall be used only for fire protection purposes, and the Director of Operations shall determine whether or not a meter shall be affixed to such fire line. If the Director of Operations requires such a meter, the same shall be supplied and installed in a manner satisfactory to the Director of Operations at the sole cost and expense of the consumer.
- (ii) No trees or shrubs or plant material shall be planted within 1 m (3 feet) of a fire hydrant. In addition, no tree branches or plant material shall be allowed to encroach within 0.7 m (2 feet) of a hydrant.

**c. Temporary Water Service**

- (i) Any person not being in the employ of the municipality and not being a member of the fire department and authorized in that behalf, willfully opens or closes any hydrant stopcock, chamber pipe or hydrant chamber or by placing on it any building material, rubbish or other obstruction is guilty of an offence.
- (ii) Any person requiring a temporary water supply in the course of construction shall make application therefore to the Director of Operations and shall pay therefore the sums required by Schedule "A".

**d. Thawing Service**

The cost of thawing a frozen service shall be borne as follows:

- (i) By the Consumer:
  - If the private service or the plumbing system connected thereto is frozen, as determined by the Director of Operations or
  - If the Town service is frozen as a result of the negligence of the consumer as determined by the Director of Operations.
- (ii) By the Town:
  - If the Town service is frozen for any other reason, as determined by the Director of Operations.

(iii) If the Director of Operations is of the opinion that a private service or plumbing system has frozen without any negligence on the part of the consumer or any other person for whose negligence the consumer is responsible, the Director of Operations may waive the cost of one thawing during any one winter season which shall be deemed to run from November 15<sup>th</sup> to May 15<sup>th</sup>.

(iv) The Town shall not thaw a private service or plumbing system unless the consumer shall first have signed an acknowledgement recognizing that thawing may be inherently dangerous to property including private service or plumbing system and may cause damage to electrical systems or the outbreak of fire and

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waiving any claim against the Town for any such damage whatsoever except damage caused by the negligence of the Town.

**e. Winter Installation**

The cost payable by the consumer for installing a service between November 15<sup>th</sup> of any year and May 15<sup>th</sup> of the following year unless designated otherwise by the Director of Operations shall be increased by the amount designated in the said Schedule "A".

**f. Size**

The size of the service required for residential purposes shall be determined in accordance with the Building Code, provided that the Town shall not install a service having a size smaller than 20 mm (3/4 inch).

**g. Boilers**

In any case where a steam boiler or equipment of a nature similar to that of a steam boiler is supplied directly from a service, such boiler or other equipment shall be equipped with at least one safety valve, one back flow device, and one vacuum valve or other device sufficient to prevent the collapse or explosion thereof in the event the water supply thereto is shut off.

**h. Requested Water Shut Off**

If a consumer requires the supply of water to be shut off for his own purposes, he shall pay therefore the amount specified in the said Schedule "A" and any other applicable fees thereafter.

**5.0 WASTEWATER UTILITY**

**5.1 SEWER MAINS**

**a. Mapping Sewer Mains:**

No person except authorized employees of the Town shall make any connection or contact whatsoever with any of the public pipes or mains in the public thoroughfares of the Town unless authorized by the Director of Operations.

**5.2 SEWERS**

**a. Use and Protection of Sewer System**

- (i) No person shall throw, deposit or leave in/or upon any town sewer, or any trap basin, grating, manhole or other appurtenance of any town sewer, any butchers' offal, garbage, litter, manure, rubbish, sweepings, sticks, stones bricks, earth, gravel, dirt, mud, hay, straw, twigs, leaves, papers, rags, cinders, ashes, or refuse matter of any kind, except human excrement, the necessary closet paper, and waste water properly discharged through a house sewer into a town sewer.
- (ii) No person shall permit to be discharged into any sewer, any liquid or liquids which would prejudicially affect the sewers, or the disposal of the sewage, or any matter or substance by which the free flow of the sewage may be interfered with, or any chemical refuse, or other trade

waste, or any waste stream, condensing water, heated water, or other liquids of a higher temperature than one hundred and seventy degrees fahrenheit.

- (iii) No person shall make, or cause to be made, any connection with any town sewer, house drain or appurtenance thereof, for the purpose of conveying, or which may convey, into the same any inflammable or explosive material, storm water, roof drainage, cistern or tank overflow, condensing or cooling water, or water from sump pit.
- (iv) No person shall discharge the contents of any privy vault, manure pit or cesspools, directly or indirectly, into any town sewer or house drain connected therewith.
- (v) No person shall turn, lift, remove, raise or tamper with the cover of any manhole, ventilator or other appurtenance of any town sewer, except duly authorized employees of the Town.
- (vi) No person shall cut, break, pierce, or tap any town sewer or appurtenance thereof, or introduce any pipe, tube, trough, or conduit into any town sewer, except duly authorized employees of the Town.
- (vii) No person shall interfere with the free discharge of any town sewer, or part thereof, or do any act or thing which may impede or obstruct the flow or clog up any town sewer or appurtenance thereof.
- (viii) The Director of Operations shall have the right at a reasonable time to enter houses or other places which have been connected with town sewers, and facilities must be given him to ascertain whether or not any improper material or liquid is being discharged into the sewers, and he shall have power to stop or prevent from discharging into the sewer system any private sewer or drain through which substances are discharged which are liable to injure the sewers or obstruct the flow of sewage.
- (ix) Sewer Service connections not connected to a building must be capped to prevent contamination to the main sewer service to the satisfaction of the Director of Operations.
- (x) A clean out shall be placed on all sanitary sewer service lines upon installation or replacement of the line. All costs shall be at the expense of the owner. The clean out shall be placed at the property line in an accessible location.

**b. Industrial or Trade Wastes**

No waste or discharge resulting from any trade, industrial or manufacturing process, shall be directly discharged to any town sewer without such previous treatment as shall be prescribed by the Director of Operations for each such case, The necessary treatment works so prescribed shall be completely installed by the applicant, at his expense, prior to the construction of the sewer connection, and thereafter shall be continuously maintained and operated by the applicant.

**c. Grease Traps**

- (i) Grease traps of sufficient size and approved design shall be placed on the waste pipes from all hotels, restaurants, laundries, and such other places as the Director of Operations may direct.
- (ii) Said grease traps shall be regularly maintained to the satisfaction of the Director of Operations.

**d. Sewer Connections**

No person other than duly authorized employees of the Town, acting under the direction of the Director of Operations shall make any connection to, or shall cut

or otherwise tamper in any way with a public or town sewer unless authorized by the Director of Operations.

**e. Application For Sewer Connections**

- (i) No house drain or private sewer shall be connected to town sewer until the owner thereof shall have obtained a Development Permit and building Permit for sewer connection. All applications connections to the town sewers must be made on the printed forms furnished by the Council or Development Officer of the Town.
- (ii) It shall be a consideration of the granting of any application for a sewer connection that the Town or any of its employees shall not be liable for any damage of whatsoever nature caused either directly or indirectly by such sewer connection.
- (iii) The Director of Operations may revoke or annul any permit that may have been granted to connect with the town sewers if it is found that any of the work is not being done in accordance with the provisions of this bylaw, and the persons making such connections or their successors in interest, shall have no right to demand or claim any damages in consequence of such permits being revoked or annulled.

**f. Sewer Service Line**

- (i) Should any person claim that any Town sewer service line is plugging because it is not laid according to good practice, the said person shall deposit with the Town the sum of fifty (\$50) dollars. The Director of Operations will then be authorized to open or inspect the said sewer service line by any method necessary.
- (ii) Should the said Town sewer service line be found properly laid according to good work practices, the said person shall forfeit the fifty (\$50) dollar deposit and shall be liable to pay all additional costs in excess thereof incurred by the Town. The said costs so incurred shall be collectable in the same manner and subject to the same penalties as taxes.
- (iii) The owner shall be responsible for clearing any blockages including tree roots in the waste water service line from the building to the property line.
- (iv) If a blockage occurs the owner or occupant shall firstly contact a plumber to clear the line.
- (v) If the plumber cannot clear the blockage, the Town will undertake to clear the line using such equipment as may be necessary.
- (vi) Where a blockage is located on the owner's property and cannot be cleared the owner shall be responsible for arranging and paying for any work required to restore the operation of the service line.
- (vii) Where the blockage is located within the street the Town shall undertake the repair of the service line and shall bear the cost of the repairs.
- (viii) The owner shall be responsible for repair costs where the blockage has occurred for any reason on their property.
- (ix) If an owner believes that the service is performing poorly or that it repeatedly causes problems, the owner may request the Town repair or replace the line within the street.
- (x) If the problems with the line cannot be attributed to the specific causes identified above then the owner shall be responsible for the costs.

**g. Sewer Service Line Premise**



- (i) The person occupying any premises connected to a sewer main by a sewer service line in operating condition at all times, and shall be fully responsible for the repair and maintenance of the said household sewer service line.
- (ii) In default of his so doing, whether notified or not, the Town may enter upon the lands where the sewer service line is situated and by its authorized persons repair it and charge all costs for repairs to the said person.

**h. Repair and Maintenance of Sewer Service Line**

The Town shall be responsible for the operation and repair and maintenance of the Town sewer service line, except with respect to Section 5.2.f (ii) and when an obstruction results from the contraventions of Section 5.2.a.

**5.3 PLUMBING**

All plumbing and sewer work within the Town shall be done in strict accordance with the regulations under the Public Health Act, Plumbing Codes, Safety Codes and amendments thereto, or any other relevant legislation, which regulations should be considered as forming part of this Bylaw if incorporated herein.

**5.4 PLUMBING PERMITS**

All applications for Plumbing Permits shall be made to an accredited Agency under the Safety Codes Act.

**5.5 CONSTRUCTION COSTS**

- a. Any person requesting the Town to lay sewer service lines from the street mains to the property line shall pay to the Town of Pincher Creek current costs involved at the time of installation, including the cost of materials, wages involved and equipment time involved.
- b. The cost of the above work is a lien upon the land, which it serves and may be recovered in like manner as taxes that are a lien upon land.

**5.6 CONSTRUCTION BY OTHERS**

Any Owner requesting the Town to permit the Owner's Contractor to install the sewer and water service lines from the street mains to the property line of the property which the Owner is developing may be granted permission to do so, subject to the following conditions. A contractor may install sewer service lines from the street mains to the property line only with permission from the CAO or a designate.

The Owner shall engage the Contractor at the Owners' sole expense.

- a. All work in connection with the said installation shall be done accordance with good recognized practices of the trade, the Alberta Building Code, the A.C.N.B.C. Canadian Plumbing Code and to the satisfaction of the Town of Pincher Creek.
- b. The Owner and the Contractor shall be required to enter into a Contract Agreement with the Town of Pincher Creek before commencement of the said installations.
- c. Approval and acceptance of the said installations by the Town of Pincher Creek shall be by issuance of a Sewer Completion Certificate.
- d. Any costs incurred by the Town of Pincher Creek arising from the performance or non-performance of the said Contact Agreement shall be a lien upon the land serviced by the said installations and may be recovered in like manner as taxes that are a lien upon the land.
- e. The Municipal CAO is, hereby, authorized to execute the Contract Agreement and issue the Sewer Completion certificate on behalf of the Town of Pincher Creek.

**5.7 WASTE WATER UTILITY LEVY AND BILLING RATES**



- a. The Town hereby levies, and consumer shall pay, for all wastewater received from the consumer in the amounts and charges provided for in this bylaw as amended from time to time. See Schedule B.
- b. The wastewater rate shall be based on the water supplied to the consumer, and shall be determined as set out in clause 4.2 of this bylaw.
- c. The owners and occupants of the following lands:
  - . Plan 9711875, Block 1, Lots 2,3
  - . Plan 9711875, Block 2, Lots 2,3,4
  - . Plan 9812173, Block 1, Lots 4,5,6,7,8,
  - . Plan 9812173, Block 2, Lots 5,6,7,8,9,10,11,12Shall not pay for wastewater until such time as a wastewater sewer system is installed for these lots.

## 6.0 POWER AND AUTHORITY OF TOWN EMPLOYEES

- 6.1 The Director of Operations in charge of administering each utility and other duly authorized employees of the Town and contractors appointed by the Town, bearing proper credentials and identification, shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling and testing in accordance with the provision of this bylaw. If such inspection discloses any failure, omission, or neglect respecting any utility upon the consumer's premises, or discloses any defect in the location, construction, design or maintenance of any facility any connection therefrom to the utility service, the person making such inspection shall, in writing, notify the consumer, owner, proprietor or occupier to rectify the cause of complaint within a reasonable time as determined by the Director of Operations. Such person shall within the time limit rectify such cause of complaint stated in the notice.
- 6.2 Any person violating any provision of this bylaw may be served by the Town with written notice stating the nature of the violation and requiring the satisfactory correction thereof within 48 hours, or such additional time as determined by the Director of Operations. Such person shall, within the time stated in such notice, permanently cease all violations.

## 7.0 OFFENCES AND PENALTIES

- 7.1 Any person who contravenes this Bylaw is guilty of an offence and may forfeit the right to use the public utility system and be subject to a fine not exceeding ten thousand dollars (\$10,000).
- 7.2 In lieu of prosecution for contravention of this Bylaw, the Town of Pincher Creek may issue an offence ticket imposing a penalty for offences in accordance with the amounts set out in Schedule "A".
- 7.3 An offence ticket may be issued by a peace officer, the Bylaw Enforcement Officer, Inspector, CAO, or Director of Operations to any person, firm or corporation who has allegedly breached any provision of this Bylaw and the said offence ticket shall require the appropriate penalty payment to the Town of Pincher Creek within fourteen (14) days from the date of service of the said offence ticket.
- 7.4 Service of such offence ticket shall be sufficient if it is:
  - a. personally served, or
  - b. if mailed to the address of the person, firm or corporation who has allegedly contravened this Bylaw.

- 7.5 If at any time after the expiration of the fourteen (14) days from service of the offence ticket, and up to and excluding the three days prior to the return date on any summons issued, a person tenders payment for an offence ticket issued for contravention of any section of this Bylaw, the Town shall accept payment of the penalty specified in Schedule "A" in lieu of prosecution.
- 7.6 If the person upon whom such offence ticket is served fails to pay the required sum within the times hereinbefore limited, the provisions of this section for acceptance of payment in lieu of prosecution do not apply.
- 7.7 Where any person has made payment pursuant to the provisions of this part and is prosecuted for the offence in respect of which such payment has been made, such payment shall be refunded.
- 7.8 Should a person not pay the penalty provided for contravention of any section of this Bylaw and a prosecution has been entered against him, he shall be liable on summary conviction to a fine not exceeding ten thousand dollars (\$10,000.00).

#### 8.0 SUSPENSION OF EXISTING CONTROLS

- 8.1 Bylaw #1607-09 and all other bylaws regarding water services and sewer or wastewater services rates are hereby repealed.

#### 9.0 DATE OF COMMENCEMENT

- 9.1 This bylaw shall come into effect upon third and final reading.

**READ A FIRST TIME THIS 27 DAY OF FEBRUARY, 2012**

\_\_\_\_\_  
MAYOR, E. Olsen

\_\_\_\_\_  
CAO, L. Wilgosh

**READ A SECOND TIME THIS 12 DAY OF MARCH, 2012**

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MAYOR, E. Olsen

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CAO, L. Wigosh

READ A THIRD AND FINAL TIME THIS 12 DAY OF MARCH, 2012

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MAYOR, E. Olsen

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CAO, L. Wigosh

DRAFT

**SCHEDULE "A"**  
**WATER RATES**

1. (a) That the rates for the monthly consumption of residential water be as follows:

**Residential: based on meter size:**

5/8 inch meter	\$13.91
3/4 inch meter	\$49.47
1 inch meter	\$67.75
1.5 inch meter	\$85.03
2 inch meter	\$85.03
3 & 4 inch meter	\$105.35

plus: User Pay fee \$1.12/m3

Residential (Non Meter)  
minimum bi-monthly charge \$128.63

- (b) That the rates for the monthly consumption of commercial be as follows:

**Commercial: based on meter size:**

5/8 inch meter	\$13.91
3/4 inch meter	\$49.47
1 inch meter	\$67.75
1.5 inch meter	\$85.03
2 inch meter	\$85.03
3 & 4 inch meter	\$105.35

plus: User Pay fee \$1.12/m3

2. Application Fees (non-refundable) \$10.00

3. Hookup Fees

a. Residential Consumers	\$125.00
b. Non-Residential Consumers	\$200.00
c. Blanket Hookup Fees	
rental properties	\$200.00
building contractor	\$200.00
financial institutions	\$200.00

4. Disconnection/Reconnection

(1) Disconnection and Reconnection charges	each	\$30.00
(2) Service call		\$30.00
(3) Meter Removal Fee		\$30.00



**SCHEDULE "A" Water Rates ... cont'd**

- 5. Use of Fire Hydrant – Commercial Use Only**  
Service Call \$30.00 plus \$1.30/m<sup>3</sup>
- 6. Installation of Service Connection**  
a. Cost including material, labour, machine time and pavement repairs.  
b. Installation during winter months costs as per (a) plus \$250.00.
- 7. Supply of Water Meters**  
Actual cost of meter and remote reading device plus 10% per meter
- 8. After Hours Call**  
a. Fee for after hours calls \$100.00  
b. Calibration Testing \$50.00  
    -Fee for testing meter calibration  
c. Meter Reading \$25.00  
    -Fee for extra meter reading
- 9. Temporary Water Service**  
a. Fee for hookup of a temporary water service \$100.00 plus  
    all costs to maintain, materials, machine time
- 10. Penalties**  
a. First Offense \$50.00  
b. Second Offense \$100.00  
c. Third Offense \$500.00

The above offenses shall have added to them all costs associated to correct or repair the violation.

**SCHEDULE "B"**  
**WASTEWATER RATES**

1. That every person, firm or corporation being the registered owner or purchaser entitled to possession under an agreement for sale, or occupant of the property served directly or indirectly by a connection with the sewage system, shall pay every two months to the said Town, the wastewater service charges set out as follows:
2. Wastewater charges for all residential consumers whose water is metered shall be \$32.12 bi-monthly.
3. Wastewater charges for all commercial consumers whose water is metered shall be 10% of the cost of the water fee plus \$12.96 bi-monthly.

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**SCHEDULE 'C'**  
**PENALTY RATE**

1. That in the event that such utility bill for water and wastewater services remains unpaid twenty (20) days following the due date, the said due date considered to be the date of receipt and the said date of receipt considered to be four (4) days after the date of mailing, there shall be added thereto by way of a penalty, an amount which shall be two and one half percent (2.5%) of the then unpaid utility bill. If the principal and initial penalty remains unpaid, compounding can occur at the same rate every twenty-one (21) days from the imposition of the initial penalty.

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# TOWN OF PINCHER CREEK

## REQUEST FOR DECISION

*Council*

<b>SUBJECT:</b> AMWWP Grant Application	
<b>PRESENTED BY:</b> Al Roth, Director of Operations	<b>DATE OF MEETING:</b> 12/13/2021

**PURPOSE:**

For Council to provide authorization for Administration to apply for the Alberta Municipal Water/Wastewater Partnership grant for funding of the proposed Sodium Hypochlorite upgrades at the Water Treatment Plant.

**RECOMMENDATION:**

That Council for the Town of Pincher Creek direct administration to apply for the Alberta Municipal Water/Wastewater Partnership grant for Sodium Hypochlorite upgrades at the Water Treatment Plant.

**BACKGROUND/HISTORY:**

The Alberta Municipal Water/Wastewater Partnership (AMWWP) provides cost-shared funding to eligible municipalities to help build municipal facilities for water supply and treatment, and wastewater treatment and disposal. Based on our population and the program's funding formula, Pincher Creek would receive an estimated 52% funding share for approved projects.

As part of the grant application requirements, the municipal Council must make a motion to apply for funding for the specific project.

Administration has reviewed upcoming projects that meet the grant criteria and have determined the Sodium Hypochlorite upgrades at the Water Treatment Plant (WTP) to be the only project within 2022/2023 to meet the eligibility criteria.

A brief overview of the project:

The current disinfection process used at the WTP is a gas chlorine disinfection dosing system. A gas chlorine system is one of the most common disinfection installations used but has many safety concerns, such as leakages of dangerous chlorine gas. This installation at the WTP is due for major maintenance and upgrades in the near future due to aging equipment.

Hypochlorite disinfection is an alternative to chlorine gas disinfection as it is safe to use and is a preferred installation in many WTPs. A hypochlorite disinfection system can either use sodium hypochlorite delivered in liquid or tablet form to site or can be generated on-site. An on-site hypochlorite generation system usually has a higher initial capital



investment but has far lower operating costs and reduces the need to continuously transport and handle dangerous chemicals.

Administration has requested \$350,000 in the 2022 Capital Budget for this project, however, it would not move forward until grant funding was confirmed. In the grant application, administration added a significant contingency to the budgetary estimate because the grant funding only provides their portion up to the approved estimate, with any overages being 100% borne by the Town. Because of this, administration felt a larger estimate was appropriate to protect the Town's interests in case of unforeseen cost overruns.

The grant application provides a cost estimate of \$442,000 with a cost share of:

- AMWWP – 52.27% - \$231,033.40
- Town of Pincher Creek – 47.73% - \$210,966.60

**ALTERNATIVES:**

That Council for the Town of Pincher Creek accept the AMWWP grant application presentation as information.

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

The replacement of the Water Treatment Plant's chlorine system with sodium hypochlorite would have a significant impact on safety at the facility. Chlorine is an exceptionally dangerous chemical, especially in gaseous form. Upgrades are required to the current chlorine system and administration feels that rather than investing in this system, upgrading to a safer system which is just as effective is a better long-term strategy.

**FINANCIAL IMPLICATIONS:**

This Request for Decision is only for the grant application and not the project itself. Town funding of the project is still subject to Council approval through the Capital Budget process and/or further discussions and authorizations of Council. If the grant application is successful, it would cover 52% of the project costs.

**PUBLIC RELATIONS IMPLICATIONS:**

Chlorine gas is a dangerous substance if released into the atmosphere. With the water treatment plant being located on the west side of Town, paired with western dominant winds, though extremely unlikely, a release event could have significant impact to the public. Upgrading to a sodium hypochlorite system would reduce the risk to the public.

**ATTACHMENTS:**

None at this time.

**CONCLUSION/SUMMARY:**

Administration supports applying for the Alberta Municipal Water/Wastewater Partnership program to partially fund the sodium hypochlorite upgrades at the water treatment plant.

**Signatures:**

Department Head:

*Al Roche*

CAO:

*Lannie Wilgosh*



# TOWN OF PINCHER CREEK

## REQUEST FOR DECISION

*Council*

<b>SUBJECT:</b> Royal Canadian Legion - Request for Support	
<b>PRESENTED BY:</b> Lisa Goss, Administrative Manager	<b>DATE OF MEETING:</b> 12/13/2021

**PURPOSE:**

For Council to consider a request for support from the Pincher Creek Legion Branch.

**RECOMMENDATION:**

That Council for the Town of Pincher Creek support the Pincher Creek Legion in their application to upgrade the downstairs flooring and approve the letter of support as presented and direct administration to forward same to the Pincher Creek Legion for inclusion in their grant application.

**BACKGROUND/HISTORY:**

"The project is to replace the flooring downstairs which is badly worn- can no longer be cleaned and has become slippery and a definite safety issue. We would also like to replace the flooring in the kitchen upstairs. The kitchen floor has chunks missing and has become a safety issue as well . As seniors have been isolated due to COVID it's imperative we have a safe environment to offer all our veterans, seniors and those with disabilities so they can participate in the Legion activities."

**ALTERNATIVES:**

That Council for the Town of Pincher Creek receives the Royal Canadian Legion - Request for Support information as presented.

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

None at this time.

**FINANCIAL IMPLICATIONS:**

None at this time.

**PUBLIC RELATIONS IMPLICATIONS:**

None at this time.

**ATTACHMENTS:**

- new horizons template letter - 2769
- Royal Canadian Legion #43 - email correspondence - 21.11.29 - 2769

**CONCLUSION/SUMMARY:**

Administration supports that Council for the Town of Pincher support the Pincher Creek Legion in their application to upgrade the downstairs flooring and approve the letter of support as presented and direct administration to forward same to the Pincher Creek Legion for inclusion in their grant application.

**Signatures:**

**Department Head:**

*Lisa Goss*

**CAO:**

*Laurie Wilgosh*





## Letter template

[Date]

Employment and Social Development Canada (ESDC)  
New Horizons for Seniors Program (NHSP)  
Regional office address  
[City, Province Postal Code]

**Subject: Support Letter “ [Project Title] ”**

Dear [Contact Name],

I am writing to you in support of an application submitted by organization [organization name] in [insert location], for funding through Community-based stream of the New Horizons for Seniors Program (NHSP)

[Provide a brief description of the organization, the impact it has on seniors in your community, and why you support it.]

The outlined project will [Provide a brief description of the project and the impacts it has on seniors in your community].

Provide a brief description on how the project will advance the established National Priorities (supporting healthy ageing, preventing senior abuse, celebrating diversity and promoting inclusion, helping seniors to age in place).

In addition, please provide a brief description on how the project will mitigate or take into account the impact of the COVID-19 pandemic on seniors.

I support this project as it will support local and community needs such as [provide at least one example]. Overall the project will benefit our community by [provide a short sentence or 2]

For the reasons noted above, I am excited to support your funding request.

Yours sincerely,

[Name]

[Title]

[Name of Organization]

[Address]

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## Administrative Manager

---

**From:** Terry and Ginny Opheim <tvopheim@telusplanet.net>  
**Sent:** Monday, November 29, 2021 11:52 AM  
**To:** Administrative Manager  
**Subject:** Royal Canadian Legion #43  
**Attachments:** new horizons template letter.pdf

Good morning, Laurie,

In speaking with Marie Everts she suggested that Town Council may be in agreement to provide the Legion with a support letter for "The New Horizons for Seniors" application.

We are applying for funding to replace the flooring downstairs and in the kitchen on the upper level. The flooring downstairs is badly worn- it can no longer be cleaned properly (which is a health issue) and the floor has become slippery resulting in a safety issue for seniors and patrons. We would also like to replace the kitchen flooring located upstairs as it has chunks missing and is a definite safety issue for seniors and patrons.

As seniors have been isolated due to COVID restrictions it is imperative we have a safe environment to offer all our veterans, seniors and those with disabilities to once again participate in the functions at the Legion. The Legion is dedicated to providing a meeting place for the aged , their families and community organizations. This meeting place encourages sociability which assists seniors in their well-being and mental health .

I have attached the New Horizons template letter for your perusal. The application deadline is December 21 but I am hoping to have a rough draft ready for Liza Dawber, our Community Grants Specialist, by December 3, 2021. I am aware that Council does not meet again until Dec. 13 and if they approve our request I could pick up the letter to ensure we have enough time to meet the deadline.

Thank you for your time and consideration in this matter. If you require any additional information please do not hesitate to contact me at 403-627-2019.

Ginny Opheim

Sent from [Mail](#) for Windows

# TOWN OF PINCHER CREEK

## REQUEST FOR DECISION

*Council*

<b>SUBJECT:</b> 2022 Operating Budget	
<b>PRESENTED BY:</b> Wendy Catonio, Director of Finance and Human Resources	<b>DATE OF MEETING:</b> 12/13/2021

**PURPOSE:**

Pursuant to Sections 242, 243, 248 and 248.1 of the Municipal Government Act (MGA), an operating budget must be approved by Council to authorize expenditures.

**RECOMMENDATION:**

That Council for the Town of Pincher Creek approve the 2022 Operating Budget as presented and that a copy of this budget be attached hereto and form part of the minutes.

**BACKGROUND/HISTORY:**

Administration prepared the 2022 Operating budget and each department presented their budget to Council. As Council made decisions, a document called "Memo of Changes" was prepared that disclosed all changes Council agreed to. Attached is the 2022 Operating Budget by Department and By Expenditure category.

At the last budget meeting on Friday December 3, 2021, Council agreed to add \$40,000 to the 2022 operating budget, funded through reserves, to develop a design for the west wing of the Town office.

**ALTERNATIVES:**

That Council for the Town of Pincher Creek agree to adopt an interim budget and continue budget discussions in 2022.

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

The 2022 Operating Budget includes the necessary revenues and expenditures adapted to the uncertain times the Town is currently faced with.

**FINANCIAL IMPLICATIONS:**

The 2022 Operating Budget includes an increase of \$230,505 or 4.9% increase to cover third party payments and requisitions for Police Services, Pincher Creek Emergency Services, Pincher Creek Foundation and Education amounts that were covered by reserves in 2021.

Council and Administration will have another opportunity to review this increase before establishing the 2022 property tax rate.

**PUBLIC RELATIONS IMPLICATIONS:**

Council and Administration will be hosting a public budget information meeting in early to mid 2022.

**ATTACHMENTS:**

- 2022 Operating Budget - By Expenses - 2779
- 2022 Operating Budget - Departments - 2779

**CONCLUSION/SUMMARY:**

Budget documents are flexible living documents that reflect the values of the community. Administration supports that Council for the Town of Pincher Creek approve the 2022 Operating Budget as presented.

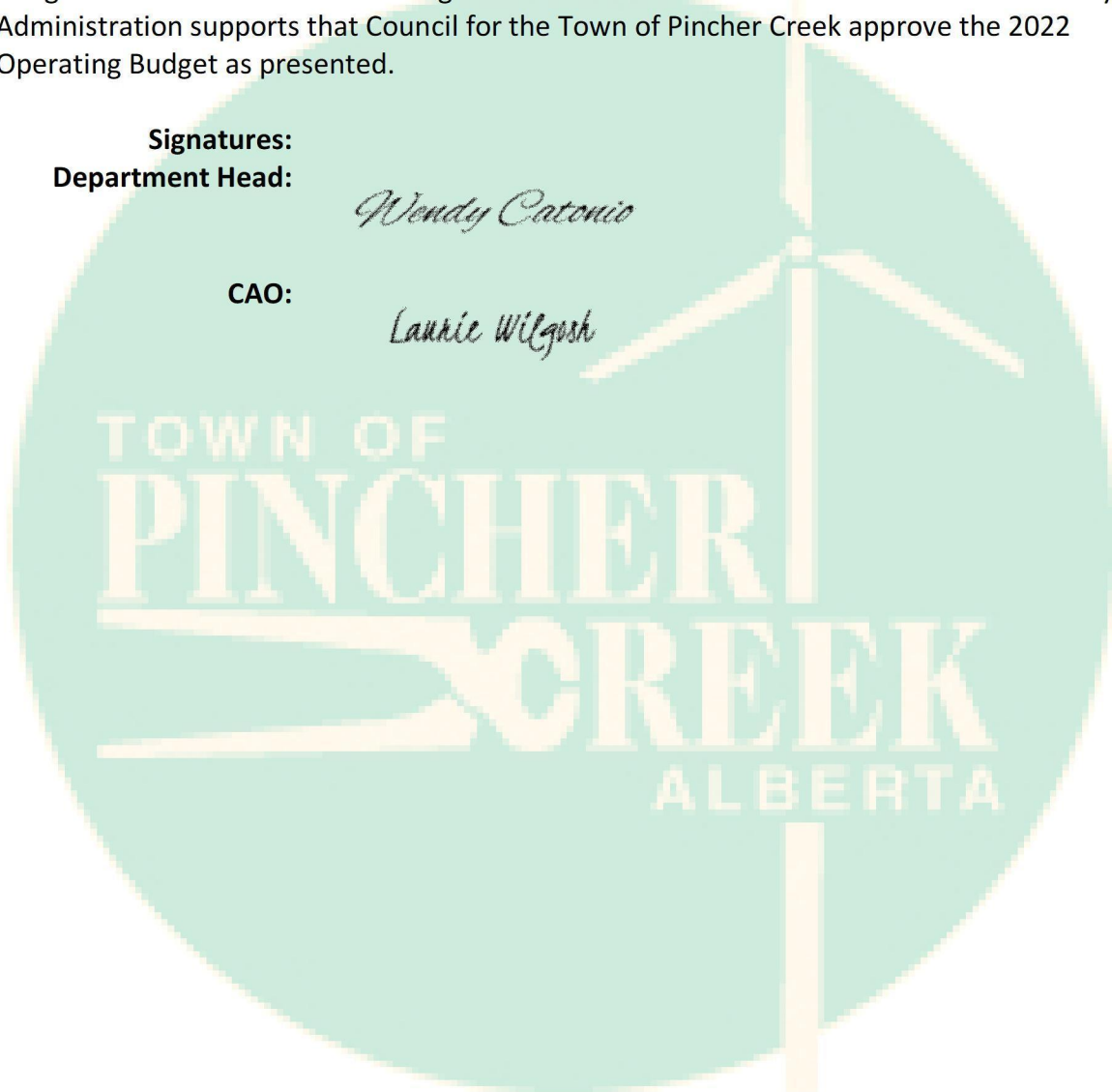
**Signatures:**

**Department Head:**

*Wendy Catonio*

**CAO:**

*Laurie Wilgosh*





2022 Operating Budget  
By Expenses

	<u>2020 Actual Audited</u>	<u>2020 Budget</u>	<u>2021 Actual Unaudited</u>	<u>2021 Budget</u>	<u>2022 Budget</u>
<b>Revenues</b>					
Net municipal property taxes	\$4,679,576	\$4,678,843	\$4,715,680	\$4,715,244	\$4,971,509
User fees and sales of goods	2,068,743	1,993,274	1,596,257	1,965,674	1,996,785
Penalties and costs of taxes	92,581	92,100	79,312	97,600	99,600
Licences and permits	106,863	93,600	121,167	112,600	112,600
Franchise fees	837,684	825,050	732,538	881,050	898,050
Return on Investments	174,158	220,860	115,349	218,860	215,860
Rentals & Leases	635,604	752,949	538,165	757,049	752,809
Government transfers for operating	1,822,097	1,052,668	756,730	1,065,530	1,085,145
Other Revenues & Adjustments	113,037	191,289	142,268	111,689	9,689
<b>Total Revenue</b>	<b>10,530,342</b>	<b>9,900,632</b>	<b>8,797,466</b>	<b>9,925,296</b>	<b>10,142,047</b>
<b>Expenses</b>					
Salaries, wages & benefits	3,809,897	3,913,724	3,066,428	4,124,031	4,196,431
Contracted and general services	690,839	740,123	889,132	962,926	967,296
Professional Services	1,198,834	1,307,615	976,236	1,255,550	1,153,100
R & M and rentals & leases	818,211	1,172,965	811,629	1,261,457	1,361,307
Insurance	141,869	143,270	164,602	145,300	162,645
Goods	420,692	467,827	397,741	440,235	440,670
Utilities	677,923	729,429	594,561	790,480	752,430
Land Held For Resale - Costs	6,037				
Amortization	1,675,854	1,250,706		1,605,448	1,671,573
Transfers to Organizations	524,056	675,171	514,099	526,541	535,355
Bank Charges	7,954	6,495	8,212	6,650	7,900
Interest on long-term debt	129,499	151,038	82,806	135,567	127,799
Other Expenditure & Adjustment	53,710	46,271	34,558	18,650	35,650
<b>Total Expenses</b>	<b>10,155,374</b>	<b>10,604,634</b>	<b>7,540,003</b>	<b>11,272,836</b>	<b>11,412,156</b>
<b>Excess (Deficiency) revenue over expenses before other</b>	<b>374,968</b>	<b>(704,002)</b>	<b>1,257,463</b>	<b>(1,347,540)</b>	<b>(1,270,109)</b>
<b>Other</b>					
Government transfers for capital	882,843	125,000	397,858	5,114,378	845,000
Contributed assets					87,000
Net Gain (Loss) on sale of tangible capital assets	(3,919)	500		500	500
	878,924	125,500	397,858	5,114,878	932,500
<b>Excess (Deficiency) revenue over expenses</b>	<b>1,253,892</b>	<b>(578,502)</b>	<b>1,655,321</b>	<b>3,767,338</b>	<b>(337,609)</b>
<b>Surplus Funds Allocated Below</b>					
Acquisition of tangible capital assets	4,120,390	5,033,940	1,364,130	7,925,000	2,330,800
Other Funding Capital Projects				(70,000)	
Loan Funding Capital Projects	(1,900,925)	(1,837,500)			(300,000)
Repayment of debenture principle	135,382	227,709	130,854	191,220	197,347
Net transfers to/from reserves	773,072	(2,752,606)	819,576	(2,673,841)	(896,593)
Amortization	(1,671,574)	(1,250,706)		(1,605,448)	(1,671,573)
Purchase of Excavator & Loader on Trade In	(158,300)		(13,800)		
Loss on sale of tangible capital assets	(53,919)				
	1,244,127	(579,163)	2,300,760	3,766,931	(340,019)
<b>Balanced budget</b>	<b>9,765</b>	<b>661</b>	<b>(645,439)</b>	<b>407</b>	<b>2,411</b>

Approval

2022 Operating Budget  
By Department

	<u>2020 Actual Audited</u>	<u>2020 Budget</u>	<u>2021 Actual Unaudited</u>	<u>2021 Budget</u>	<u>2022 Budget</u>
<b>Revenues</b>					
Net municipal property taxes	\$4,679,576	\$4,678,843	\$4,715,680	\$4,715,244	\$4,971,509
User fees and sales of goods	2,068,743	1,993,274	1,596,257	1,965,674	1,996,785
Government transfers for operating	1,747,097	1,052,668	756,730	1,065,530	1,085,145
Franchise and concession contracts	837,684	825,050	732,538	881,050	898,050
Rentals	635,604	752,949	538,165	757,049	752,809
Investment income	249,158	220,860	115,349	218,860	215,860
Penalties & Costs	92,581	92,100	79,312	97,600	99,600
Licences & Permits	106,863	93,600	121,167	112,600	112,600
Other Revenues & Adjustments	113,037	191,289	142,268	111,689	9,689
<b>Total Revenue</b>	<b>10,530,342</b>	<b>9,900,632</b>	<b>8,797,466</b>	<b>9,925,296</b>	<b>10,142,047</b>
<b>Expenses</b>					
Legislative	275,044	311,964	241,897	341,047	332,170
Administration	873,355	878,630	717,657	851,826	786,051
Protective Services	1,190,923	1,183,225	980,123	1,385,691	1,404,929
Roads, streets, walks & lighting	1,261,257	1,255,944	809,146	1,417,499	1,336,729
Water supply & distribution	1,190,188	1,118,328	809,080	1,376,487	1,125,994
Wastewater treatment & disposal	775,209	785,617	532,881	958,477	910,249
Waste management	459,550	552,893	374,789	516,463	499,015
Other environmental use & protection	44,896	74,693	27,087	67,803	61,021
Public health & welfare services (Note 2)	309,053	344,389	279,765	349,938	369,649
Planning & development	581,546	701,172	432,157	640,158	872,573
Recreation & Culture	3,194,354	3,397,779	2,335,421	3,367,449	3,713,778
<b>Total Expenses</b>	<b>10,155,374</b>	<b>10,604,634</b>	<b>7,540,003</b>	<b>11,272,836</b>	<b>11,412,156</b>
<b>Excess revenue over expenses</b>	<b>374,968</b>	<b>(704,002)</b>	<b>1,257,463</b>	<b>(1,347,540)</b>	<b>(1,270,109)</b>
<b>Other</b>					
Government transfers for capital	882,843	125,000	397,858	5,114,378	845,000
Contributed assets					87,000
Gain (loss) on disposal of tangible capital assets	(3,919)	500		500	500
	878,924	125,500	397,858	5,114,878	932,500
Excess of revenue over expenses	1,253,892	(578,502)	1,655,321	3,767,338	(337,609)
<b>Surplus Funds Allocated Below:</b>					
Acquisition of tangible capital assets	4,120,390	5,033,940	1,364,130	7,925,000	2,330,800
Other Funding Capital Projects				(70,000)	
Loan Funding Capital Projects	(1,900,925)	(1,837,500)			(300,000)
Repayment of debenture principle	135,382	227,709	130,854	191,220	197,347
Net transfers to/from reserves	773,072	(2,752,606)	819,576	(2,673,841)	(896,593)
Less: Amortization	(1,671,574)	(1,250,706)		(1,605,448)	(1,671,573)
Less: Loss on sale of TCA	(53,919)				
Less: Purchase of Excavator & Loader on Trade In	(158,300)		(13,800)		
	1,244,127	(579,163)	2,300,760	3,766,931	(340,019)
Balanced Budget	9,765	661	(645,439)	407	2,411

Approval



# TOWN OF PINCHER CREEK

## REQUEST FOR DECISION

*Council*

<b>SUBJECT:</b> 2022 Capital Budget	
<b>PRESENTED BY:</b> Wendy Catonio, Director of Finance and Human Resources	<b>DATE OF MEETING:</b> 12/13/2021

**PURPOSE:**

Pursuant to Sections 245, 246, 248 and 248.1 of the Municipal Government Act (MGA), a capital budget must be approved by Council to authorize expenditures.

**RECOMMENDATION:**

That Council for the Town of Pincher Creek approve the 2022 Capital Budget as presented and that a copy of this budget be attached hereto and form part of the minutes.

**BACKGROUND/HISTORY:**

Administration prepared the capital budget and each department presented their projects to Council. Council, with advice from administration, decided which projects were critical and should remain and which projects could be deferred to another year.

At the last budget meeting on Friday December 3, 2021, Council decided to remove \$150,000 for capital expenditure at the Golf Course as there was a transfer between reserves included in the Operating Budget for this amount. As well, the \$12,000 for the pumps at the Golf Course was removed as this was a 2021 project already approved in the 2021 Council minutes.

Given the uncertain times, Council and Administration will have further meetings in 2022 to finalize the funding options available once Provincial Grant amounts are known. Budget documents are flexible living documents that reflect the values of the community.

**ALTERNATIVES:**

As per the MGA, Council must approve an annual capital budget so there is no alternative.

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

The 2022 Capital Budget includes the necessary revenues and expenditures adapted to the uncertain times the town is currently facing.

**FINANCIAL IMPLICATIONS:**

The total 2022 Capital Budget is \$2,330,800. The Town is estimating that \$845,000 will be funded through Provincial Grants, \$300,000 will be a lease or loan, \$87,000 will be funded through a third party and the remainder of \$1,098,800 is scheduled to come from reserves. The reserve amount may change once other grant sources have been confirmed

or if Council and administration decides to borrow the funds instead given the low interest rate environment.

**PUBLIC RELATIONS IMPLICATIONS:**

Council and Administration will be hosting a public budget information session in early to mid 2022.

**ATTACHMENTS:**

2022 Capital Budget - 2780

2022 Capital Project List - 2780

**CONCLUSION/SUMMARY:**

Administration supports that Council for the Town of Pincher Creek approve the 2022 Capital Budget as presented.

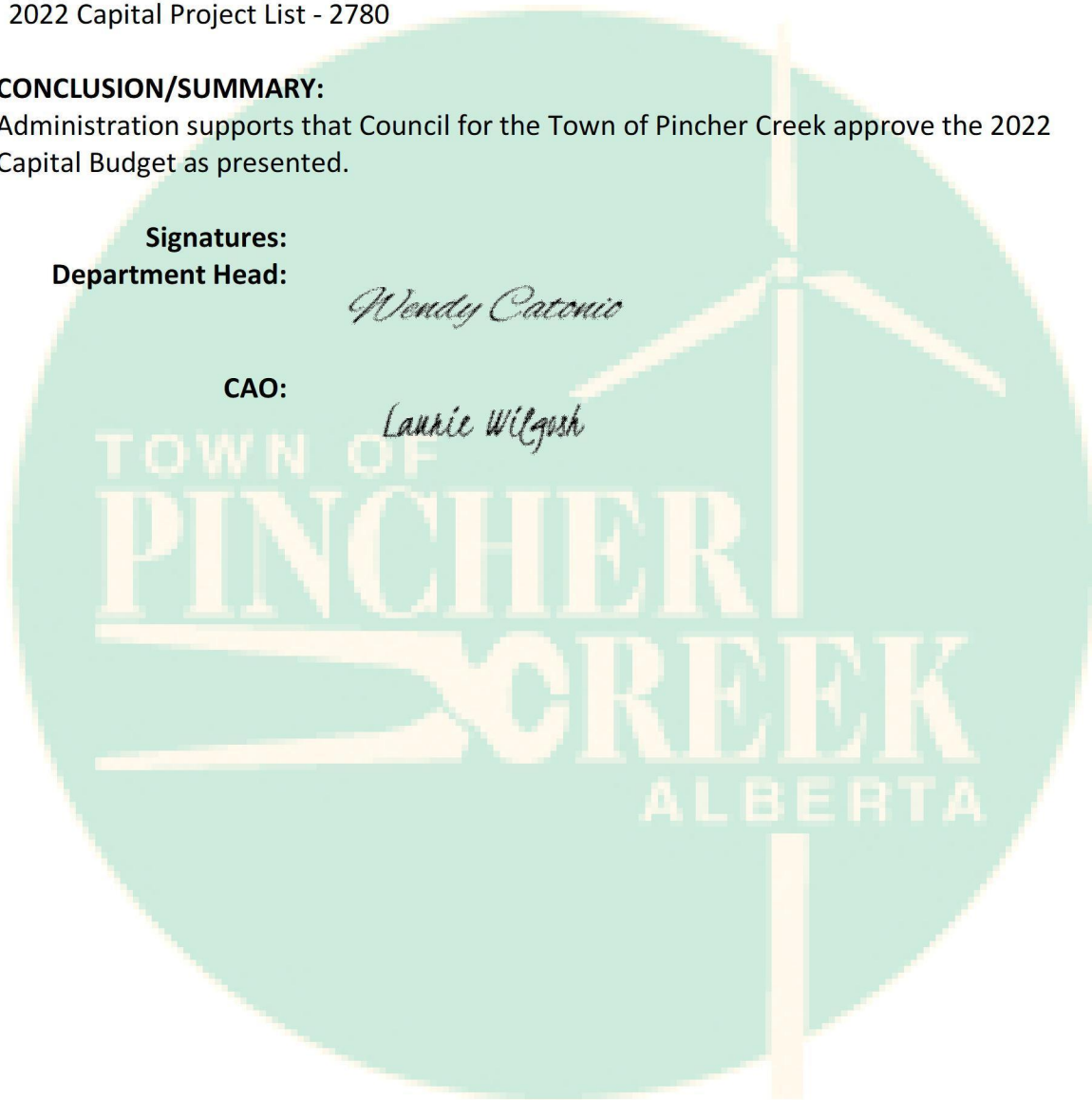
**Signatures:**

**Department Head:**

*Wendy Catonio*

**CAO:**

*Laurie Willgosh*







# TOWN OF PINCHER CREEK 2022 CAPITAL BUDGET

12/9/2021  
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	<u>2020 Actual Audited</u>	<u>2020 Budget</u>	<u>2021 Actual Unaudited</u>	<u>2021 Budget</u>	<u>2022 Budget</u>
<b>Revenues</b>					
Debenture (loan) funding	\$1,900,924.60	\$1,837,500.00	\$0.00	\$0.00	\$300,000.00
Provincial grants	882,842.76	125,000.00	397,858.23	5,114,378.00	845,000.00
Transfer from reserves	1,135,819.93	3,006,415.00	270,635.83	2,638,622.00	1,098,800.00
Transfer from operating	0.00	0.00	13,800.00	0.00	0.00
Other Revenues & Adjustments	42,502.80	65,025.00	84,294.11	172,000.00	87,000.00
<b>Total Revenue</b>	<b>3,962,090.09</b>	<b>5,033,940.00</b>	<b>766,588.17</b>	<b>7,925,000.00</b>	<b>2,330,800.00</b>
<b>Expenses</b>					
Legislative	0.00	0.00	44,789.81	50,000.00	0.00
Administration	0.00	0.00	14,763.00	15,000.00	0.00
Emergency Services	0.00	35,000.00	0.00	0.00	0.00
Common and equipment pool	199,246.25	45,000.00	13,800.00	0.00	125,000.00
Roads, streets, walks & lighting	275,144.31	0.00	65,782.30	80,000.00	413,000.00
Water supply and distribution	397,719.44	275,000.00	201,278.70	1,695,000.00	943,800.00
Wastewater treatment and disposal	32,451.04	0.00	741,863.60	5,488,000.00	456,000.00
Waste management	298,750.00	300,000.00	0.00	0.00	0.00
Planning and development	4,666.59	180,000.00	0.00	50,000.00	50,000.00
Recreation facilities	43,852.45	40,000.00	73,972.37	195,000.00	243,000.00
Culture and community	2,868,560.01	4,158,940.00	207,880.00	352,000.00	100,000.00
<b>Total Expenses</b>	<b>4,120,390.09</b>	<b>5,033,940.00</b>	<b>1,364,129.78</b>	<b>7,925,000.00</b>	<b>2,330,800.00</b>
<b>Balanced Budget (Note 1)</b>	<b><u>(158,300.00)</u></b>	<b><u>0.00</u></b>	<b><u>(597,541.61)</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>

Note 1:

In 2020 the Excavator and Bobcat purchase was financed through:

Trade In: \$140,900

Cash: \$ 17,400

TOWN OF PINCHER CREEK  
2022 Recommended Capital Budget

	2022	FUNDING SOURCES			
		Reserves	Donations /Fundraising	Loan/Lease	Grants
<b>Water Distribution</b>					
Fire Hydrants	\$ 80,000.00	\$ 80,000.00			
Waterline Replacement (Location TBD)	\$ 500,000.00	\$ 500,000.00			
<b>Wastewater Collection</b>					
Sanitary Sewer Replacements	\$ 200,000.00				\$ 200,000.00
Sanitary Sewer Lining	\$ 100,000.00	\$ 100,000.00			
Rimmington Lift Station Upgrade	\$ 8,000.00	\$ 8,000.00			
Canyon Lift Station Upgrade	\$ 8,000.00	\$ 8,000.00			
<b>Stormwater Collection</b>					
Upgrade catch basin Beverly McLaughlin Drive	\$ 80,000.00				\$ 80,000.00
<b>Water Treatment</b>					
Sodium Hypochlorite Generation System	\$ 350,000.00				\$ 350,000.00
<b>Wastewater Treatment</b>					
Replacement of HVAC/Furnace Main Lift Station	\$ 60,000.00				\$ 60,000.00
<b>Streets</b>					
Sidewalk Replacements	\$ 80,000.00				\$ 80,000.00
Schofield St./East Ave Intersec Pedestrian X-WLK	\$ 20,000.00	\$ 20,000.00			
Sentry Speed Signs (2)	\$ 13,000.00	\$ 13,000.00			
<b>Fleet</b>					
Pick-Up Trucks	\$ 45,000.00	\$ 45,000.00			
Sander/Snow Plow	\$ 300,000.00			\$ 300,000.00	
Skid Steer Excavator	\$ 7,900.00	\$ 7,900.00			
Mini Backhoe	\$ 5,900.00	\$ 5,900.00			
<b>Facilities</b>					
Lebel Mansion (Boiler and Distribution System Upgrade)	\$ 20,000.00	\$ 20,000.00			
Lebel Mansion Roof	\$ 80,000.00	\$ 80,000.00			
<b>Information Technology</b>					
CityWide Asset Management Software	\$ 80,000.00	\$ 80,000.00			
<b>Parks/Trails</b>					
Dilmer Park Natural Playground	\$ 20,000.00	\$ 20,000.00			
Skate Park Concrete	\$ 90,000.00	\$ 15,000.00	\$ 75,000.00		
Trail Construction	\$ 75,000.00	\$ -			\$ 75,000.00
<b>Irrigation Cemetery to Dog Park</b>					
Upgrade Irrigation Lines to extend to Dog Park	\$ 40,000.00	\$ 40,000.00			
<b>Equipment</b>					
Score Clock at arena	\$ 18,000.00	\$ 6,000.00	\$ 12,000.00		
signage	\$ 50,000.00	\$ 50,000.00			
<b>TOTAL</b>	<b>\$ 2,330,800.00</b>	<b>\$ 1,098,800.00</b>	<b>\$ 87,000.00</b>	<b>\$ 300,000.00</b>	<b>\$ 845,000.00</b>

# TOWN OF PINCHER CREEK

## REQUEST FOR DECISION

*Council*

<b>SUBJECT:</b> Request to Waive Penalties on Property Taxes	
<b>PRESENTED BY:</b> Wendy Catonio, Director of Finance and Human Resources	<b>DATE OF MEETING:</b> 12/13/2021

**PURPOSE:**

For Council to consider the property owners request to waive the penalties on property taxes for account numbers 00361400; 01350400 and 00256500.

**RECOMMENDATION:**

That Council for the Town of Pincher Creek accept the requests to waive the penalties on property taxes for roll numbers 00361400, 01350400 and 00256500 as information.

**BACKGROUND/HISTORY:**

Council has the authority to cancel, reduce, refund or defer taxes if it considers it equitable to do so according to section 347(1) of the MGA. All of these requests relate to new property owners.

The land title change occurred after the tax notice was mailed which happens frequently. It is the home owners responsibility to request a tax notice from the town office once the property is in their name. Attached is the communication we send to all property owners when this situation arises.

As indicated in this communication, administration works diligently to ensure the tax notices are sent to the appropriate property owners. If a property owner has not received their notice, they are obligated to contact the Town to obtain a copy. The Town advertises extensively once the tax and assessment notices have been mailed. According to section 337 of the MGA, a tax notice is deemed to have been received 7 days after it is sent.

**ALTERNATIVES:**

That Council for the Town of Pincher Creek agree to waive the penalties on property taxes for account numbers 00361400; 01350400 and 00256500 as per section 347(1) of the MGA.

That Council for the Town of Pincher Creek agree to waive the penalties on property taxes for account numbers \_\_\_\_\_ only as per section 347(1) of the MGA.

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



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

The Council for the Town of Pincher Creek has received these requests in the past and have denied them.

**FINANCIAL IMPLICATIONS:**

Penalties:

Roll 00361400.0000 \$254.58

Roll 01350400.0000 \$607.04

Roll 00256500.0000 \$208.56

**PUBLIC RELATIONS IMPLICATIONS:**

To be fair to all property owners, the Council for the Town of Pincher Creek has received these requests in the past and have denied them as there is ample advertising concerning property tax notices and the deadlines.

**ATTACHMENTS:**

Common Response Letter - 2781

Requests to Waive Penalties on Property Taxes - 2781

**CONCLUSION/SUMMARY:**

Administration supports that Council for the Town of Pincher Creek accept the attached letters as information and direct administration to respond accordingly.

**Signatures:**

**Department Head:**

*Wendy Catonio*

**CAO:**

*Wendy Catonio, For: CAO*





## TOWN OF PINCHER CREEK

962 St. John Ave. (BOX 159), PINCHER CREEK, AB. TOK 1W0

PHONE: 403-627-3156 FAX: 403-627-4784

e-mail: [reception@pinchercreek.ca](mailto:reception@pinchercreek.ca)

web page: [www.pinchercreek.ca](http://www.pinchercreek.ca)



Dear Property Owner

The Town of Pincher Creek mails the combined assessment and tax notices late in April with the property tax payment deadline being June 30 or the first business day after June 30 if June 30 falls on a non-business day for the Town of Pincher Creek. Once the notices have been mailed, the Town advertises that the notices have been sent. As per the Municipal Government Act Revised Statutes of Alberta 2000 Chapter M-26 (MGA) section 311 (2), all assessed persons are deemed, as a result of the advertisement, to have received their assessment notices; and as per section 337, a tax notice is deemed to have been received 7 days after it is sent.

Administration for the Town of Pincher Creek works diligently to ensure all combined assessment and property tax notices are mailed to the appropriate property owner. If a property owner has not received their notice, they are obligated to contact the Town to obtain a copy. Property owners require a copy of the combined assessment and tax notice as it provides important information for the property owner to appeal their property assessment if they so choose, as well as information concerning the deadline to pay the property taxes without incurring a penalty.

As per Bylaw No. 1395-19 Penalty on Unpaid Current Taxes and Unpaid Arrears Taxes, a 12% penalty is levied on the next business day following the due date printed on the property tax notice for any current unpaid taxes and an additional 10% of the total taxes unpaid on December 31 is levied on January 1. If December 31 falls on a non-business day for the Town of Pincher Creek, the 10% penalty is added on the second business day after December 31. The property tax deadline and the numerous methods residents may use to settle their account are extensively advertised through newspaper, radio, social media, newsletter and the Town website to name a few. These advertisements indicate that payments can be made by mail, online banking or at any financial institution, also in person by attending the Town office during business hours and/or leaving payments in the mail slot. As well, property owners can pay their property taxes monthly through the Tax Installment Payment Plan (TIPP). This option reduces the risk of missing the property tax deadline due to human error. If this option is of interest to you, please come to the Town Office and enroll.

Although you are faced with an unfortunate situation, Council has consistently upheld Bylaw No. 1395-19 Penalty on Unpaid Current Taxes and Unpaid Arrears Taxes and has not forgiven penalties imposed. Since 2014, property taxes in the Town of Pincher Creek have been due on June 30 with extensive advertising of the deadline and the numerous ways the amount may be paid during business hours or after hours, Council agrees that it would be unfair to residents that ensure their property taxes are paid on time to forgive penalties.

Trusting this information to be satisfactory.

Sincerely,

Chief Administrative Officer Town of Pincher Creek

## Finance

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**From:** Tax  
**Sent:** Tuesday, December 07, 2021 3:12 PM  
**To:** Finance; Cao  
**Subject:** FW: TIPP enrollment,

Roll 00361400.0000

FYI

*Margaret Fisher*  
Administrative Assistant Tax  
Town of Pincher Creek  
Ph: 403-627-3156 ext. 103  
Fax: 403-627-4784  
Email: [tax@pinchercreek.ca](mailto:tax@pinchercreek.ca)

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**From:**  
**Sent:** Tuesday, December 07, 2021 3:04 PM  
**To:** Tax <[Tax@pinchercreek.ca](mailto:Tax@pinchercreek.ca)>  
**Subject:** Re: TIPP enrollment,

Thanks Margaret. Please let me know what the process is to request waiving of the interest penalty. I did contact my lawyer just to make sure there was nothing I missed, and he said the seller did not advise us that he had been invoiced for taxes, so we did not receive the initial notice. He said he's happy to write something up as well advising the notice was sent out prior to my having taken possession and that we did not receive notice. I did make the payment for the tax amount this morning but not the interest as I would like to pursue requesting the waiver.

Thanks!

On Tuesday, December 7, 2021, Tax <[Tax@pinchercreek.ca](mailto:Tax@pinchercreek.ca)> wrote:

All looks good, the TIPP payment for the months January to June 2022 will be starting January 15, 2022 for your property on Roll 00361400.0000. The amount will be recalculated for the months July to December 2022.

Thank you,

*Margaret Fisher*

Administrative Assistant Tax



FROM THE DESK OF

December 7, 2021

Mayor Anderberg and Pincher Creek Town Councillors  
Town Of Pincher Creek

Attention Mayor Anderberg and Town Councillors:

Re: Property Tax Roll Number 1350400.0000

*01350400.0000*

On April 30, my wife and I became homeowners in Pincher Creek for the first time. Our experience has been very positive. Our neighbours are friendly, and the town provides us and our children with a welcoming and vibrant community. Prior to moving in, we set up all of our utilities, including services with the Town of Pincher Creek. I encountered no complications with setting these up. We received bills. We paid them.

Imagine to my shock and dismay to have received my first tax notification earlier this week which indicated that I am owing over \$600 in interest due to late payment. I've been a property owner for over 20 years, and have never been delinquent in payment.

Despite taking possession in April, and submitting land title paperwork on our possession date, the tax assessment invoice was sent weeks later to the previous owner. At no time between April and December did we receive any notice that our payment was overdue, and accruing several hundred dollars of interest.

Cities and towns throughout Alberta have varying due dates for property taxes, some as late as December 15. Without receiving a tax assessment, how are new residents supposed to be aware of delinquency? I understand in your policy there is mention of advertising the need to pay your taxes. I consider myself an observant person. I can tell you that council advertising, wherever it was, didn't work. I cannot recall seeing a single notice alerting me to a tax deadline.

Additionally, it seems highly punitive to not send people an overdue notice until 6 months of interest have been accrued. I cannot think of another payment that does not send more frequent notices of overdue payment, including provincial or federal tax, utilities or credit card payment. It seems like there is a better way of alerting people to their delinquency without letting them run up a six-month tab.

Knowing that land title processing was well behind, and that tax assessment invoices were not keeping up with ownership titles, can the town of Pincher Creek honestly say that penalizing new residents to the town is a fair and just outcome? I would surely hope the town recognizes that handing new residents hundreds of dollars in interest

charges, as a result of delays and mistakes made through the town's own administration offices, is not in good faith.

I understand the town has had a zero tolerance of forgiveness of interest accrued on late property tax payments since 2014. I would ask town Council to consider the extenuating circumstances behind this request. I understand there are multiple new house owners who purchased houses in April 2021, who have experienced this same issue. Good leadership does not make decisions simply because they made that same decision before. Good leaders consider merits of every unique situation and request.

Thank you in advance for your consideration to forgive the interest penalty on my property tax payment.

Sincerely,



## Finance

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**From:**  
**Sent:** Wednesday, December 08, 2021 10:12 AM  
**To:** Finance  
**Cc:** Cao; Tax  
**Subject:** Re: RE: Letter to Town Council

*Roll # 01350400.0000*

Thank you for that information. We were very aware of our property tax obligation, but unaware of the deadline. I appreciate the information on advertising. These were not ads that we saw at any point. I assure you, if we were aware of the deadline we would certainly have met it. It may be worth council understanding that new residents are in many instances the very ones who are not accessing the media and mediums that you are referring to.

Our land title paperwork was filed at the appropriate time. The town had information about our ownership as indicated by our utility billing. I understand that you cannot send property tax statements to anybody other than those on title. However, I don't think it is unreasonable to think that a notice might be sent to people who change title in that narrow window where this confusion has arisen. I know that we are not the only ones in the situation, and as I've stated, I would hope that in good faith, it is recognize that this is a communication failure rather than payment delinquency.

I would ask that this response be included in the information provided to council.

Sent from myMail for iOS

Wednesday, December 8, 2021, 9:28 AM -0700 from Finance <finance@pinchercreek.ca>:

Good Morning .

I will be taking your request to Council on December 13 but I thought I should clarify some points in your letter.

Attached is the advertising that ran in the local newspapers for the month of June. As well, the ad was run on the local news station and the Town's website.

The tax notices were mailed in May and the Town received your title change June 1. Usually in the sale transaction there would have been disclosure of the taxes.

Penalties do not accumulate for six months rather they are calculated in July at 12% of current taxes owing only. The next calculation is in January on the total taxes owing at 10%. That is why we send letters in December to notify property owners of the next penalty date.

I will notify you of council's decision after the meeting.

If you require further information, please contact me.

## Finance

---

**From:** Cao  
**Sent:** Tuesday, December 07, 2021 1:55 PM  
**To:** Finance  
**Subject:** FW: bylaw 1395-19 Laurie Wilgosh

*Roll 00256500.0000*

-----Original Message-----

From: Reception  
Sent: Tuesday, December 07, 2021 1:39 PM  
To: Cao <cao@pinchercreek.ca>  
Subject: FW: bylaw 1395-19 Laurie Wilgosh

April McGladdery  
Administrative Assistant  
Town of Pincher Creek  
Ph: 403-627-3156  
Fax: 403-627-4784  
Email: reception@pinchercreek.ca

-----Original Message-----

Sent: Tuesday, December 07, 2021 1:35 PM  
To: Reception <reception@pinchercreek.ca>  
Subject: bylaw 1395-19 Laurie Wilgosh

Hi, I have just got my property tax by mail with an interest of \$208.56. (00256500.0000) Both myself and wife stopped by the town office April 12 2021 when we took over the property and spoke with the front desk to pay and also setup our utility bills and any other bills to be paid DEFT and this was done.(moved from other province so we did what was needed by going to town office). We did not get any property tax bill till this week. After talking with front desk today they admitted that the tax bill was mailed out to the old owner and we never got the bill.

I think that we do not deserve to be punished by paying interest for a mistake that the town has made.



**Town of Pincher Creek  
COUNCIL DISTRIBUTION LIST  
December 13, 2021**

<b><u>Ite m No.</u></b>	<b><u>Date</u></b>	<b><u>Received From</u></b>	<b><u>Information</u></b>
1.	November 30, 2021	Highway 3 Twinning Development Association	Link to 2022-2024 Strategic Plan
2.	November 30, 2021	Wastewater/Blue Economy/Flooding	Alberta Guidelines for dealing with wastewater and stormwater
3.	November 29, 2021	Cindy Reimer/ Executive Secretary to CAO City of Cold Lake	Letter to College of Physicians and Surgeons
4.	November 30, 2021	Ric McIver Minister of Municipal Affairs	Response to Time Extension Request Re: Water Treatment Pump (MSP) project
5.	December 3, 2021	Jessica McClelland, MD of PC	Mediation Team Information
6.	December 3, 2021	Joanne Vanderheyden, FCM President	Membership Renewal
7.	December 3, 2021	Lindsey Paterson	Animal Control May – Jul Quarterly Report
8.	December 3, 2021	Lindsey Paterson	Animal Control Aug – Oct Quarterly Report
9.	December 3, 2021	ORRSC Administration	Merry Christmas and all the Very Best in 2022
10.	December 3, 2021	Canadian Pacific	2021 CP Holiday Train Update
11.	December 1, 2021	Office of the Child and Youth Advocate	Office of the Child and Youth Advocate: Invitation for agency sector staff to participate in town hall discussions to inform a report
12.	December 1, 2021	Alberta Counsel	Media Training for Newly Elected Officials Webinar
13.	November 26, 2021	M.D. of Pincher Creek	Letter
14.	December 2, 2021	Alberta SouthWest Regional Alliance	AlbertaSW Board Bulletin-December and Approved Minutes-November
15.	December 6, 2021	Affordable Housing News	Housing Supply Challenge Round 3 is coming





**Town of Pincher Creek  
COUNCIL DISTRIBUTION LIST  
December 13, 2021**

<b><u>Item No.</u></b>	<b><u>Date</u></b>	<b><u>Received From</u></b>	<b><u>Information</u></b>
16.	December 6, 2021	City of Camrose	Camrose City Council Season's Greetings
17.	December 6, 2021	Alberta Recreation and Parks Association	Congratulations and an Introduction to Alberta Recreation and Parks Association
18.	December 6, 2021	Highway 3 Twinning Development Association	Greeting's card
19.	December 7, 2021	Alberta Health Services	AHS Welcome to South Zone Municipal Leaders
20.	December 7, 2021	Travel Alberta	December Connections: Latest Tourism Recovery Research, Government Updates, 20x2 with Mary Anne Moser, and More
21.	December 8, 2021	Ministry of Justice	Merry Christmas from Kaycee Madu
22.	December 9, 2021	ORRSC Administration	September 2, 2021 Board of Directors Meeting Minutes
23.	December 9, 2021	Alberta Municipalities Events	Alberta Municipalities breakout sessions now available!
24.	December 9, 2021	CMHC Housing Research	New Series: Inequalities in Housing Finance
25.	November 29, 2021	Citizen	Letter: Flashing Pedestrian Light Needed



## Manager Legislative Services

Highlight Report – 3rd Quarter 2021

03 December 2021



## Highlight Report

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This report is to provide the Chief Administrative Officer (*CAO*) and Council for the Town of Pincher Creek with a summary of projects, files in progress and/or completions as it pertains to the Manager of Legislative Services area. The report is used to monitor project(s) progress. The report is also used to inform and advise Council and request directives of any aspect wherever needed.

### Bylaws reviewed by Council

Bylaws that were reviewed, approved and/or rescinded by Council for the Town of Pincher Creek are as follows:

#### Traffic Bylaw No 1599 and 1599-11

On May 11, 2020, Councillor received the Traffic Bylaws No. 1599-09 and 1599-11 Amendment as information and directed administration to review and bring recommendations back to Council. (*Resolution 20-239*) This file is in progress.

#### Tax Incentive Bylaw No 1629-21

On February 22, 2021, Town Council gave first reading of the tax incentive bylaw to encourage development and revitalization of non-residential properties for the general benefit of the Town and directed administration to garner internal referral comments. However, on October 12, 2021 Town Council repealed resolution #21-064 approving first reading for the Tax Incentive Bylaw No 1629-21 and directed administration to bring back the bylaw for Council's consideration within a three month period (*Resolution 21-386*). This file is in progress.

#### Land Use Bylaw Amendment - Bylaw No 1547-AL

On June 28, 2021, Town Council gave first reading of to amend the land use bylaw to re-designate Plan 0614431, Block 1, Lot 4 from Transitional / Urban Reserve - TUR to Transitional Commercial – C4. On July 26<sup>th</sup>, 2021, Town Council held a Public Hearing and subsequently passed second, third and final reading of Bylaw No. 1547-AL. The Land Use bylaw has been updated accordingly. This file is closed.

#### Land Use Bylaw Amendment - Bylaw No 1547-AM

On June 28, 2021, Town Council gave first reading of to amend the land use bylaw to re-designate Plan 8410214, Block 3, Lot 7 from General Industrial and Warehousing – I1 to Residential – R1. On July 26<sup>th</sup>, 2021, Town Council held a Public Hearing and subsequently passed second, third and final reading of Bylaw No. 1547-AM. The Land Use bylaw has been updated accordingly. This file is closed.



## Renewal of Leases/Agreements

The Property Review Committee consist of all members of Council. Council will be presented with all relevant leases/agreements' information on as needed bases. Leases/Agreements that were reviewed and renewed these last two (2) quarters, subject to Council approval, are as follows:

- 1) On June 8, 2020, Town Council directed administration to bring back a proposed Shared Service Agreement between the Town and the MD of Pincher Creek to provide Animal Control services. On August 24, 2020 Town Council authorized and approved the Peace Officer Sale of Service Agreement dated July 30, 2020 between the Town and the MD of Pincher Creek to provide animal control services on an as needed basis for a one (1) year term. On May 25, 2021, Town Council authorized and approved the Sale of Service Agreement between the Town and the M.D. of Pincher Creek No.9 for the Animal Control and the Noise Bylaw enforcement. This file is ongoing.
- 2) On October 13, 2020, Town Council was presented with the Pincher Creek Golf Club Society lease agreement, which was deferred to the November 4<sup>th</sup>, 2020, Committee of the Whole meeting and 2021 Budget deliberations for discussion. On November 4, 2020 the Committee of the Whole received the Golf Course Lease Agreement as information to be reviewed during budget deliberations. (*Resolution COTW 2020-113*) On January 25, 2021, Town Council directed administration to schedule a meeting with representatives of the Pincher Creek Golf Club to discuss the expired lease agreement and funding requirements and bring back items to Council for consideration as required. On April 12, 2021, Town Council authorized and approved the Pincher Creek Golf Club Society five (5) year Lease Agreement dated January 1<sup>st</sup>, 2021 with amendments as discussed. (*Resolution 21-148*). This file is in progress.
- 3) On May 10, 2021, Town Council authorized and approved the Election Services Agreement between the Town and the Livingstone Range School Division for the general election to be held October 18, 2021. (*Resolution 21-184*) This file is closed.

## Land Sale

A Summary List of Town Lots for sale is available on the Town of Pincher Creek website. A total of twenty-four (24) commercial zoned town owned properties are listed. These are Highway Drive-in Commercial – C2, Transitional Commercial – C4, Business Park – I3, General Industrial and Warehousing – I1 zoned lots in the Northeast Industrial area.

On August 7, 2019 Town Council accepted the offer to purchase for Plan 0613747, Block 5, Lot 6 – 1124 Table Mountain Street in the amount of \$70,700 plus GST and directed administration to provide North & Company Law Office to act on the Town's behalf regarding the real estate transaction. On January 17, 2020 North & Company provide confirmation of the balance of the land sale proceeds and advised that the transfer of title is held in abeyance until receipt of further direction. The review regarding the level of completion and requests to provide a progress report of the building is ongoing of which the purchaser has up to two (2) years to complete. This file is in progress.



On November 9<sup>th</sup>, 2020 Town Council accepted the Wild Winds Brewery Inc offer to purchase in the amount of \$60,000.00 plus GST for Plan 0614431, Block 1, Lot 4 at the corner of Scott Avenue and Veterans Street and directed administration to provide North & Company Law Office to act on the Town's behalf regarding the real estate transaction. On May 25, 2021 Town Council granted a five (5) month time extension for the Real Estate Purchase Contract dated November 12, 2020 (*Resolution 21-201*). This file is in progress.

On September 13<sup>th</sup>, 2021 Town Council accepted the Legendary King Edward Hotel Ltd offer to purchase in the amount of \$138,000.00 plus GST for Plan 0613747, Block 5, Lots 9 and 10 waiving the conditions as set forth in the Property Purchase Policy 603-06 and directed administration to provide North & Company Law Office to act on the Town's behalf regarding the real estate transaction. This file is in progress.

## General Insurance

In cooperation with the finance department, we have been reviewing the property and equipment schedules including all certificates of insurance and coverage of Town owned properties. Regarding the reporting requirements for additions, deletions of assets and claims we confirm that it is current and the activities for this third quarter ending have been minimal.

## Tax Recovery

We confirm that the Tax Recovery Arrears List for Lands and Mobile Homes dated March 12<sup>th</sup>, 2021 have been registered covering a total of twenty-six (26) properties (13 *Lands and 13 Mobile Homes*). Notification have been mailed to the property owners in accordance with the Municipal Government Act. Discharge of tax notifications for paid tax arrears accounts are being filed with Land Titles Office after confirmation of payments. This file is ongoing and in progress.

On August 24, 2020, Town Council authorized and approved to engage TAXervice to manage the property tax arrears recovery for the Town of Pincher Creek. On October 26, 2020 Town Council approved the tax arrears recovery Public Auction to be held on January 21<sup>st</sup>, 2021. (*Resolution 20-480*) The tax arrears recovery program is revenue neutral as all associated costs are at the rate-payers expense.

On February 22, 2021, Town Council directed administration to take title of parcel Plan 8089JK, Lot 262 Roll 7701000 and offer the property for sale by listing it for an amount of \$12,400 on the Town's web site. (*Resolution 21-056*) This file is ongoing.

As at the time of writing this report the Tax Recovery Arrears of outstanding accounts for Land stands at four (4) and Mobile Homes at ten (10) accounts.



## Development Activities

Administration receives applications for development permits, home occupation and sign permits, on an ongoing basis. Any discretionary use applications and application for development waivers are referred to the Municipal Development and Subdivision Authority (*MDSA*) for decisions and/or recommendations.

### **Summary of development activities**

**this third quarter year-to-date are as follows:**

**13** - Development Permit Applications total value of **\$8,361,887.00**

**Y-T-D: 30** Development Permits for an estimated aggregate total value of **\$9,419,937.00**

**1** - Sign Permit Application

**Y-T-D: 4** Sign Permit Applications

**1** - Home-Based Occupation Permits

**Y-T-D: 6** Home-Based Occupation Permits

**18** Compliance Certificates issued

**Y-T-D: 60** Compliance Certificates issued

**11** **MDSA** applications heard/decided

**Y-T-D: 28** **MDSA** Applications heard/decided

## Bylaw Enforcement

The Bylaw Enforcement Department is to enforce the bylaws, provincial acts and regulations including developments without permits, expired permit and unsightly premises. The internal incidents/activities reporting and tracking process of the Community Peace Officer, which is on an ongoing basis, is current and reviewed daily, and in compliance with the Public Security Peace Officer Program. For the third quarter 2021 there were a total of **51 counts** year-to-date of incident types reported of which the detailed report is attached. Currently, the CPO is handling all incoming dog and general animal complaints.

### **Vacant CPO position**

As per Committee of the Whole resolution (COTW 2021-118), *“That Committee of the Whole for the Town of Pincher Creek receives the Bylaw Enforcement Department update report August 4, 2021, as submitted and support administration to proceed with filling the vacant Bylaw/Community Peace Officer Position”*, administration initiate the new hire process and advertised the CPO position accordingly.

## Peace Officer Shared Services

In addition to providing peace officer services to the Village of Cowley the Town also provides animal control services to the MD of Pincher Creek on an on-call basis. Internal reporting regarding bylaw enforcement services, including time allocations, in each jurisdiction is ongoing and reviewed by administration accordingly.

## Weed Control/Inspection

The CPO provide and oversee the Town's weed control program which typically runs from May to November in each year.

Noxious weeds are on the list of things that Community Peace Officer watch for while on routine patrols during spring and summer months. Complaints from property owners allows Bylaw Enforcement to be successful in keeping the community for most part noxious weed free.

When invasive plant species (*noxious weeds*) are detected by the CPO or by residents, there are several ways that CPO handle weed concerns in town.

- 1) Weeds on town property; CPO will contact the licenced pesticide applicator.
- 2) Make an IWork's for Public Works to maintain the area.
- 3) CPO will pull or dig up weeds if it's on a small-scale infestation. Small-scale meaning one or two invasive plants along an alley way.
- 4) Weeds on private property are handled by the property owner. CPO contact the property owner to maintain weed infestations as property owners' see fit. Authority is provided under the town's nuisance bylaw 1574-19. Section 3. This includes dandelions.

Respectfully Submitted,

Gus Kollee,  
Manager Legislative Services.

/ak

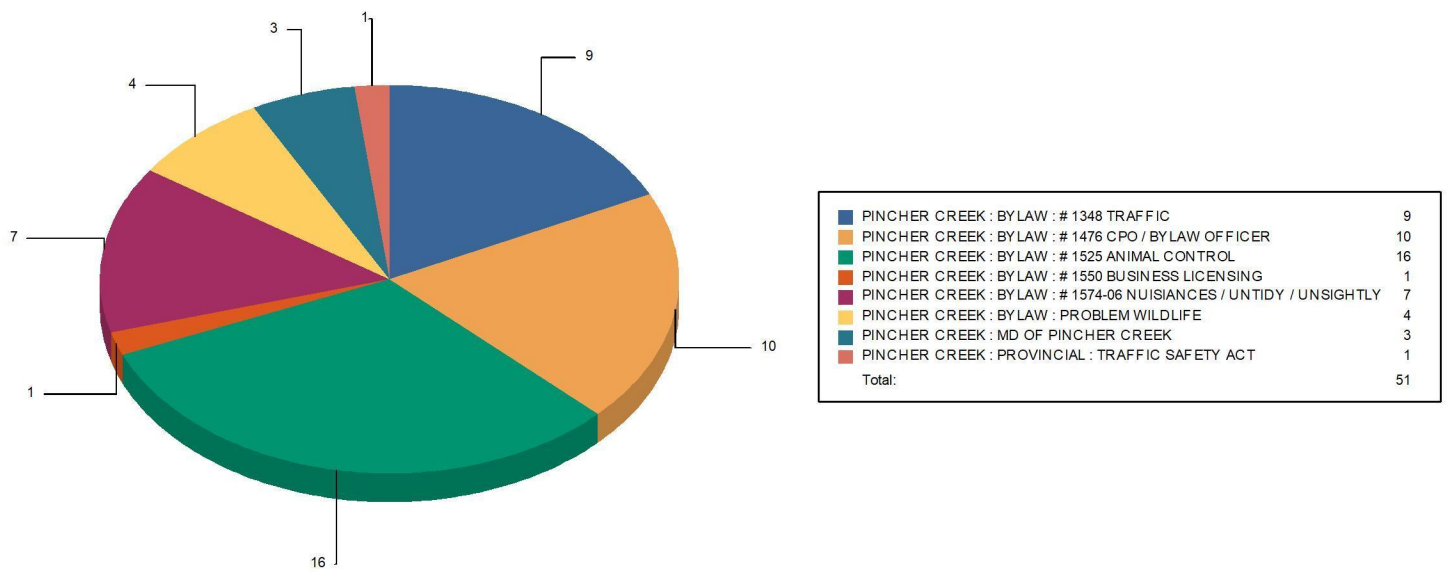
Attachments

## PINCHER CREEK

QUARTERLY REPORT Statistics from Occurred Date: 1/1/2021 12:00:00AM to 9/30/2021 11:59:00PM

File/Complaint Report

### Count of Incident Types



PINCHER CREEK : BYLAW : # 1348 TRAFFIC: 9 18%



**File/Complaint Report**

**PINCHER CREEK : BYLAW : # 1476 CPO / BYLAW OFFICER: 10 20%**

**PINCHER CREEK : BYLAW : # 1525 ANIMAL CONTROL: 16 31%**

**PINCHER CREEK : BYLAW : # 1550 BUSINESS LICENSING: 1 2%**

**PINCHER CREEK : BYLAW : # 1574-06 NUISIANCES / UNTIDY / UNSIGHTLY: 7 14%**

**PINCHER CREEK : BYLAW : PROBLEM WILDLIFE: 4 8%**

**PINCHER CREEK : MD OF PINCHER CREEK: 3 6%**

**PINCHER CREEK : PROVINCIAL : TRAFFIC SAFETY ACT: 1 2%**

**Grand Total: 100.00% Total # of Incident Types Reported: 51**