



**TOWN OF PINCHER CREEK COUNCIL  
MEETING AGENDA  
Monday, November 14, 2022 at 6:00 p.m.  
Council Chambers, Town Hall  
962 St. John Avenue**

1. **Call to Order**
2. **Scheduled Public Hearing**
3. **Agenda Approval**
4. **Scheduled Delegations**
5. **Adoption of Minutes**
  - 5.1 Minutes of the Budget Meeting - October 18, 2022
  - 5.2 Minutes of the Budget Meeting - October 20, 2022
  - 5.3 Minutes of the Organizational Council Meeting - October 24, 2022
  - 5.4 Minutes of the Regular Council Meeting – October 24, 2022
  - 5.5 Minutes of the Budget Meeting – October 25, 2022
  - 5.6 Minutes of the Budget Meeting – October 27, 2022
  - 5.7 Minutes of the COTW Meeting – November 2, 2022
6. **Business Arising from the Minutes**
7. **Bylaws**
  - 7.1 Regional Assessment Review Board Bylaw 1633-22
  - 7.2 Land Use Bylaw Amendment 1547-Ao - Short-Term Rentals
8. **New Business**
  - 8.1 Electric Vehicle Charging Infrastructure
  - 8.2 Apex Utilities Inc. Franchise Fee 2023
  - 8.3 Support For Kainai/Cardston Memorandum Of Understanding
9. **Council Reports**
10. **Administration**
  - 10.1 Council Information Distribution List
11. **Closed Session Discussion**
  - 11.1 Property Sale Refund - FOIP s.16
  - 11.2 Offer To Purchase A Portion Of Roll #0277700 & #0277600 - 16 & 24
  - 11.3 Pincher Creek Emergency Services Commission Funding Formula Review - 21
  - 11.4 Development - Plan 0614431, Block 1, Lot 4 - 16 & 24
  - 11.5 Compensation Review - FOIP s.17
  - 11.6 Request For Refund - Roll # 4102000, 4101000 & 4101800 - 16 & 24

12. Notice of Motion

13. Adjournment

*The next Regular Council Meeting is scheduled for November 28, 2022 AT 6:00 p.m.*

AGENDA  
PUBLIC HEARING FOR BYLAW No. 1547-AO

Item No. 2.2

COUNCIL CHAMBERS, TOWN HALL  
6:00 P.M. MONDAY, November 14<sup>th</sup>, 2022

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1. **Call to Order - Public Hearing for Bylaw No. 1547 - AO** (The Mayor).
2. **Adoption of the Agenda** -- (Mayor).
3. **Purpose of Public Hearing** -- (Mayor).  
**The purpose of the public hearing is to present Bylaw No. 1547-AO, to regulate the use, standards, siting, and operational criteria of Short-term rental accommodation within the various residential land use districts of the municipality, as described in Schedule A.**
4. **Confirmation of Notice** -- (Asked for by The Mayor and replied by the CAO).  
**The Notice of Public Hearing was advertised in the November 2 and 9, 2022 editions of the local weekly newspapers the Pincher Creek Echo and Shootin' the Breeze.**
5. **Report from Oldman River Regional Services Commission Senior Planner** (Development Services Report) -- (Asked for by The Mayor). (Read by the CAO)
6. **Report from the Town's Management Staff** (Development Services Report) -- (Asked for by The Mayor). (Read by the CAO)
7. **Written Submissions** -- (Asked for by The Mayor -- Reply by the CAO)  
**No written submissions received as of 12:00 Noon, November 9, 2022.**  
(Read by the CAO)
8. **Persons Wishing to be Heard** -- (Asked for by The Mayor - Reply by the CAO)  
**Lane Heggie of 1030 Livingston Way**  
**Chantal Laliberte of 1235 Tumbleweed Avenue**  
**Joan Brees of 1128 Briar Road**
9. (The Mayor to ask ---- are there any persons wishing to be heard) (**First time**)  
**In the event that there are person(s) wishing to be heard, The Mayor will request the following resolution of Council: That Council for the Town of Pincher Creek approves the presentation of the following at the Public Hearing for Bylaw No. 1547-AO:**  
**- John Doe of 123 Main Street etc. (State Your Name and Address)**  
  
(The Mayor to ask ---- are there any persons wishing to be heard) (**Second time**)  
(The Mayor to ask ---- are there any persons wishing to be heard) (**Third** and final time)
10. **Closure of Public Hearing** -- (The Mayor thanks the public for their participation).  
The Mayor -- **Call for motion declaring the Public Hearing adjourned.**

**Bylaw No. 1547-AO will be presented to Council for consideration of second, third and final reading at the regular Council meeting on November 14, 2022.**

**Town of Pincher Creek**

November 14, 2022

**Development Services Report**

**Land Use Bylaw Amendment - Bylaw No. 1547-AO**

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Referral comments from management staff are as follows:

**ORRSC – Senior Planner**

See Attached

**Operational Services**

See Attached

**Community Services**

No comments

**Fire/Emergency Services**

See Attached

**Bylaw Enforcement**

No comments.

# Memo

**To:** Town of Pincher Creek Mayor and Council  
**Cc:** Laurie Wilgosh - CAO, Lisa Goss – Legislative Services Manager, Town of Pincher Creek  
**From:** Steve Harty – ORRSC Senior Planner **Date:** November 4, 2022  
**Re:** Land Use Bylaw Amendment - Managing Short-term Rentals (Bylaw No. 1547-AO)

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Council gave first reading to Bylaw No. 1547-AO on October 11, 2022, being an amendment to Land Use Bylaw No. 1547 to add criteria and regulations to manage short-term rentals within the town. The draft amendments were proposed after there had been several inquiries made to the Town to establish short-term vacation rental types of uses in private homes and also some concerns raised by citizens. The current Land Use Bylaw is silent on how to regulate (or not regulate) these types of uses.

## Background

The establishment of short-term rentals which are listed on vacation rental websites or managed through Airbnb, VRBO, etc., have become very common means of providing overnight or short-term accommodation. Short-term rentals, sometimes referred to as vacation rentals, are furnished residences generally rented out to travelers/visitors looking to stay anywhere from one night to one month (depending on the market). These uses may also be for the purpose of temporary work accommodation, long-term family visits, etc. Short-term rentals have been flying under the radar but as they become more popular that is starting change. There are also several recent events that have shone some light on these activities coming more forward and out of the shadows in operating.

- The Alberta government introduced regulation to apply the provincial tourism levy to short-term rentals offered through online marketplaces (e.g., Airbnb, Vrbo, Expedia, etc.) booked by purchasers on or after April 1, 2021.
- The Federal government has stipulated that short-term housing rentals for periods less than 30 continuous days are taxable for GST/HST purposes (long-term residential rentals are exempt.)
- Federal officials are looking at how to tax and regulate online service providers who rent out multiple homes or units for months on end as part of a larger commercial operation.
- The Alberta Hotel and Lodging Association has requested municipalities address these and enable a level playing field for all who provide commercial accommodation.

Typically, since Airbnb requires active management, it is considered an active trade or business. The Town has recently been receiving inquiries and business license applications for Airbnb type operations. Normally, it is understood when the Town receives an application for a business that will be run out of a home it would have them complete a home occupation application and process that, if approved the Town would then follow through with processing the business license application. However, at issue is the fact a short-term rental is not the same as a home occupation or even a bed & breakfast use as defined in the Land Use Bylaw (which require the homeowner to be present and residing). Home occupations also limit the number of clients/visitors allowed. The Land Use Bylaw is silent on short-term rentals and situations where the owner is absent.

Potential main issues with these uses (for full insight, refer to attachment for more detailed overview on Positive & Negative aspects):

1. Entities purchasing and operating multiple non-owner-occupied homes in town as Airbnb takes already limited housing stock availability options away from residents.
2. Dwellings continually used as rental accommodation may impact neighbors (noise, traffic) or create parking concerns.
3. Too many vacation rentals in one area or on one street may negatively affect the character of the neighborhood due to there being less residents and a more transient population, less neighbors helping or looking out for each other, resulting in a less sense of community.

On the positive side, they may help provide additional or alternative accommodation choice to guests, tourists, or workers to the community. It is important to understand how short-term vacation rentals may impact the community. The Town of Pincher Creek needs to consider how it may manage such operations and provide effective regulations to protect the town, neighborhood character and housing availability.

### **Land Use and Development Considerations**

After some discussion and review with administration and Council on the management of short-term rentals, the bylaw that received first reading was drafted on the following main considerations:

- Short-term rentals were defined as two category types: **Short-term Rentals Type 1** (owner-occupied) means a short-term rental or lease situation where an owner lives/resides (owner-occupied) in the dwelling as their primary abode (residence) but may rent out the house or rooms as accommodation on a temporary or short-term bases for a period of less than 28 continuance days, while **Short-term Rentals Type 2** (non-owner-occupied rental) means a short-term rental or lease situation where an owner does not reside in the dwelling as their primary residence (non-owner-occupied rental).
- The bylaw proposes to add as a permitted use to the 'Residential - R1', 'Manufactured / Mobile home – R2', 'Country Residential – R3' and 'Multi-family Residential – R4' districts 'Short-term Rentals Type 1'. No development permit will be required for Short-term Rentals Type 1 provided the standards of the bylaw are met.
- Second, to add as a discretionary use to the 'Residential - R1', 'Manufactured / Mobile home – R2', 'Country Residential – R3' 'Short-term Rentals Type 2'. For the 'Multi-family Residential – R4' district 'Short-term Rentals Type 2' would be listed as a Prohibited use.
- Definitions will be added to the bylaw of what these are to distinguish it from a home occupation or a bed & breakfast use. This would make it clear for everyone on what is applicable for these operations.

### **Standards and Criteria Considerations**

Some of the main standards proposed applicable to short-term rentals include the following:

- The Development Authority may limit the number of rental units and/or the maximum occupancy of a Short-term rental on a case-by-case basis having regard for suitability and potential impacts to the town, street, or area neighbors.
- The Development Authority may limit the number of dwellings used as short-term rental units on a street or defined area, and no more than 5% of the total number of single-detached dwellings in the

R-1 land use district of the Town of Pincher Creek may be approved as a Short-term Rentals Type 2, based on a first come first served basis. (As an example, using 5% as the defined limit, the Town has 1,661 private dwellings based on the 2021 census, so this 5% equates to approximately 83 houses being eligible for the Type 2 use.)

- The Developmental Authority shall not approve a development permit for both a Short-term Rental and Bed & Breakfast on the same property.
- The Development Authority may place conditions on a development permit to address or mitigate concerns with compatibility to the neighbourhood or to ensure the bylaw standards are being met.
- The owner/operator of the Short-term Rental shall have a valid town business license.
- The owner/operator shall be responsible for complying with Alberta Government requirements relating to the provincial tourism levy on accommodation (and will be required to show verification of compliance to the the Development Authority when requested.)
- The owner/operator shall comply with any requirements and obligations relating to the *Public Health Act, Housing Regulation* as applicable.

Short-term Rentals that are prohibited or are found to be operating without a valid development permit and/or Business Licence are subject to the imposition of fines/penalties by the municipality.

If Council adopts the bylaw, to add requirements for development permits and standards to regulate such uses, the municipality must then decide how it should educate the public and existing short-term rental operators (unpermitted) of the new regulations, and perhaps when the Town of Pincher Creek may begin to more actively enforce compliance. There will obviously be a period of time where the public and operators of such uses need to become aware of the requirements and apply through the development process.

### **Recommendation**

After hearing any concerns or issues presented at the public hearing on this matter Council should adopt, or amend as deemed necessary, the proposed bylaw amendment to include the short-term rental types of uses, definitions, standards, and criteria into the Land Use Bylaw No. 1547 to help regulate and manage short-term rental commercial activities within the Town of Pincher Creek.

Hope this information is of assistance to you.

## **Positive & Negative Impacts of Short-term Vacation Rentals**

There are six key ways short-term vacation rentals are impacting communities:

### **1. Positive Economic Impact**

Short-term vacation rentals may bring a positive economic impact to a community in several ways. For example, they can provide additional income through fee and tax revenues. Additionally, the same time short-term vacation rental guests can benefit the community as a whole in terms of economic benefit because guests will spend their money in other visitor related amenities such as restaurants, bars, local recreational activities, shopping, and museums. It can also help local residents make ends meet or enable young families to go on a holiday while others stay in their home.

### **2. Less Long-Term Rentals Available**

The scale on which short-term vacation rentals are operating is growing and the phenomenon is not only in large urban areas anymore. Since short-term vacation rentals are mainly located in residential areas, by renting a short-term vacation accommodation, tourists are using up space that otherwise might be used for resident's living. In some places this is resulting in a decrease of long-term housing availability. This effect is especially strong in large cities that are already facing problems with affordable housing. In some municipalities tenants have been evicted from their rental only later finding out they were making way for permanent short-term vacation rentals in order for the property owner to run a full-time Airbnb rental business. Basically, short-term vacation rentals reduce the available housing stock. The scarcity this creates could eventually contribute to increasing housing and rental prices. The elected officials should consider if this is an issue in Pincher Creek or not, especially regarding local housing stock and availability.

### **3. Neighborhood Changes**

Living next door to a short-term vacation rental can range from benign, to mildly concerning, to completely life altering. Visitors usually rent the accommodation only for a couple of days, thus neighbors see new people coming and going every few days, especially when the density of short-term vacation rentals in the area is high. Some municipalities report continuing complaints about trash, parking issues and noise disturbance. Too many in one area can lead to a loss of sense of neighborhood community and neighbors don't know neighbors. If rental properties are not properly managed, they could potentially impact property values.

Local residents may worry the penetration of short-term vacation rentals in their neighborhood will change the character and transform the quality of life of the area. This leaves local governments with the difficult task of finding ways to regulate short-term vacation rentals in such a way that they protect neighborhoods while balancing a homeowners' interests.

### **4. Increased Tourism Activity**

For some municipalities, Airbnb and other short-term vacation rental platforms are a way to boost the local tourism sector. Because of the price advantage of those rentals, less popular tourist destinations become more attractive with the arrival of short-term vacation rentals. If a municipality currently lacks a good number of hotels, short-term vacation rentals may help accommodate tourists.



## 5. Unfair Playing Field for Traditional Lodging Partners

Conversely, if there are sufficient hotels rooms available in an area the established tourist hotel industry may suffer, as short-term vacation rentals can be disruptive for the traditional lodging industry. The Town of Pincher Creek's own situation should be considered. Media reports that the hotel industry has claimed that the business models of short-term vacation rental platforms offer unfair economic advantages as short term vacation rentals have do not have to pay for staff and are not regulated like hotels which increases costs substantially. This allows short-term rentals to often offer lower rates compared to traditional tourist accommodations.

## 6. Missed Tax Revenues

Since short-term vacation rentals have not traditionally been taxed so local governments miss out on such dollars. When allowing but regulating short-term vacation rentals, local governments can somewhat increase their revenue through taxes, permits and business licenses.

## Situation Conclusion

It is important to know how short-term vacation rentals may impact the community. Even though this may bring some economic benefit, when unregulated, Airbnb-style rentals can put pressure on communities and the accommodation industry. With the immense growth of short-term vacation rentals everywhere, ignoring the impact, whether positive or negative, does not appear to be an option anymore. A local government needs to work towards effective and enforceable regulations to protect communities, neighborhood character and housing availability. This is what the Town of Pincher Creek needs to consider.



## Legislative

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**From:** Approvals  
**Sent:** Monday, October 31, 2022 11:44 AM  
**To:** Legislative  
**Subject:** RE: Referral - Land Use Bylaw Amendment 1547-AO

The Operations Department has reviewed the proposed amendments to the Land Use Bylaw regarding short-term rentals and has no comments or requested changes.

*Alexa*



**Alexa Levair, CET, B.Tech.**  
**Manager of Operations & Infrastructure**

email: [alevair@pinchercreek.ca](mailto:alevair@pinchercreek.ca)

phone: (403) 627-3156 ex. 303

Town of Pincher Creek, 962 St. John Ave (Box 159) Pincher Creek, AB T0K1W0

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

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**From:** Legislative <legislative@pinchercreek.ca>  
**Sent:** October 17, 2022 11:32 AM  
**To:** Approvals <Approvals@pinchercreek.ca>; Community <community@pinchercreek.ca>; Pat Neumann <pat.neumann@pinchercreek.ca>; CPO <cpo@pinchercreek.ca>; CPO2 <CPO2@pinchercreek.ca>; steveharty <steveharty@orrc.com>  
**Cc:** Cao <cao@pinchercreek.ca>; Legislative <legislative@pinchercreek.ca>  
**Subject:** Referral - Land Use Bylaw Amendment 1547-AO

**Attention:**

- **Operational Services**
- **Community Services**
- **Fire/Emergency Services**
- **Bylaw Enforcement**
- **Oldman River Regional Services Commission**

Town Council passed first reading of Bylaw No 1547-AO and agreed to hold a Public Hearing. In addition, and for your information, attached please find a copy of the Notice of Public Hearing regarding proposed Bylaw No 1547-AO for your perusal.

The purpose of Bylaw No. 1547-AO is to regulate the use, standards, siting, and operational criteria of Short-term rental accommodation within the various residential land use districts of the municipality, as described in Schedule A.

We would appreciate receiving your comments regarding the proposed land use bylaw amendment which is to be included and form part of the Services Report to be presented at the public hearing scheduled for November 14, 2022.

Thanking you, in advance, for your cooperation regarding this matter, and await your reply in due course.

Kind Regards,

Lisa Goss  
Legislative Services Manager  
Town of Pincher Creek

## Legislative

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**From:** Pat Neumann <pat.neumann@pincherfire.com>  
**Sent:** Tuesday, October 18, 2022 3:10 PM  
**To:** Legislative  
**Subject:** RE: Referral - Land Use Bylaw Amendment 1547-AO

Thanks for the information

I did note that you had requirements to meet fire code and building codes. Secondly, what has the thought been around the secondary suites that are so often part of these short-term rentals? I know there have been discussions about licensing these suites so that the fire service knows they exist. This can be a concern when dealing with EMS or fire response.

I am glad to see some regulation of this industry though and support the changes.

Pat

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**From:** Legislative <legislative@pinchercreek.ca>  
**Sent:** October 17, 2022 11:32 AM  
**To:** Approvals <Approvals@pinchercreek.ca>; Community <community@pinchercreek.ca>; Pat Neumann <pat.neumann@pincherfire.com>; CPO <cpo@pinchercreek.ca>; CPO2 <CPO2@pinchercreek.ca>; steveharty <steveharty@orpsc.com>  
**Cc:** Cao <cao@pinchercreek.ca>; Legislative <legislative@pinchercreek.ca>  
**Subject:** Referral - Land Use Bylaw Amendment 1547-AO

**Attention:**

- **Operational Services**
- **Community Services**
- **Fire/Emergency Services**
- **Bylaw Enforcement**
- **Oldman River Regional Services Commission**

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The purpose of Bylaw No. 1547-AO is to regulate the use, standards, siting, and operational criteria of Short-term rental accommodation within the various residential land use districts of the municipality, as described in Schedule A.

We would appreciate receiving your comments regarding the proposed land use bylaw amendment which is to be included and form part of the Services Report to be presented at the public hearing scheduled for November 14, 2022.

Thanking you, in advance, for your cooperation regarding this matter, and await your reply in due course.

Kind Regards,

Lisa Goss  
Legislative Services Manager  
Town of Pincher Creek



**BUDGET MEETING**  
**Held on Tuesday October 18, 2022**  
**In Person & Virtually,**  
**Commencing at 1:00 p.m.**

**IN ATTENDANCE:**

Mayor: D. Anderberg

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

With Regrets: B. Wright

Staff: L. Wilgosh, Chief Administrative Officer; W. Catonio, Director of Finance and Human Resources; A. Hlady, FCSS; A. Grose, Recreation Manager; M. Everts, Events, Marketing & Economic Development, and L. Rideout, Director of Community Services

**1. CALL TO ORDER**

Mayor Anderberg called the meeting to order at 9:00 am.

**2. NEW BUSINESS**

**2.1 2023 Draft Operating Budget Presentation**

*Cllr. Oliver left meeting at 3:15pm*

**3. NOTICE OF MOTION**

**4. ADJOURNMENT**

**BARBER:**

That this budget meeting of Council on October 18, 2022 be hereby adjourned at 3:15 pm.

**CARRIED 22-415**

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MAYOR, D. Anderberg

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CAO, L. Wilgosh

**APPROVED BY RESOLUTION  
OF THE COUNCIL OF THE  
TOWN OF PINCHER CREEK,  
THIS 14<sup>th</sup> DAY OF NOVEMBER 2022      S E A L  
NEXT REGULAR MEETING OF COUNCIL TO BE HELD ON  
MONDAY NOV 14, 2022 AT 6:00 P.M.**

*Budget Meeting  
October 20, 2022*



**BUDGET MEETING**  
**Held on Thursday October 20, 2022**  
**In Person & Virtually,**  
**Commencing at 5:00 p.m.**

**IN ATTENDANCE:**

Mayor: D. Anderberg

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

With Regrets: B. Wright

Staff: L. Wilgosh, Chief Administrative Officer; W. Catonio, Director of Finance and Human Resources; A. Levair, Operations Manager; L. Goss, Legislative Services Manager and L. Rideout, Director of Community Services

**1. CALL TO ORDER**

Mayor Anderberg called the meeting to order at 5:00 pm.

**2. NEW BUSINESS**

**2.1 Legislative Services**

**2.2 Finance Presentation**

**3. NOTICE OF MOTION**

**4. ADJOURNMENT**

**OLIVER:**

That this Budget meeting of Council on October 20, 2022 be hereby adjourned at 7:00 pm.

**CARRIED 22-416**

*Budget Meeting  
October 20, 2022*

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MAYOR, D. Anderberg

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CAO, L. Wilgosh

**APPROVED BY RESOLUTION  
OF THE COUNCIL OF THE  
TOWN OF PINCHER CREEK,  
THIS 14<sup>th</sup> DAY OF NOVEMBER 2022      S E A L  
NEXT REGULAR MEETING OF COUNCIL TO BE HELD ON  
MONDAY NOV 14, 2022 AT 6:00 P.M.**





**ORGANIZATIONAL MEETING**  
**Monday October 24, 2022 at 5:00p.m.**  
**In Person & Virtually**

**IN ATTENDANCE:** Mayor: Don Anderberg

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

Staff: L. Wilgosh, Chief Administrative Officer;  
K. Green, Executive Assistant; and A. Levair,  
Operations Manager

**1. CALL TO ORDER**

Mayor Anderberg called the meeting to order at 5:12 p.m.

**2. AGENDA APPROVAL**

**OLIVER:**

That Council for the Town of Pincher Creek approves the October 24, 2022 agenda as amended moving Agenda items 3-5 happened before meeting.

**CARRIED ORG 22-001**

**3. NEW COUNCILLOR - OFFICIAL OATH & OATH OF CONFIDENCE**

**4. MAYOR – CHARGE TO NEW COUNCILLOR**

**5. CHARGE TO RESIDENTS**

**6. MEETING TIMES AND DATES**

**CLELAND:**

That Council for the Town of Pincher Creek accept the meeting dates and times as presented

**CARRIED ORG 22-002**

**7. Organizational Meeting**

**7.1 DEPUTY MAYOR APPOINTMENTS**

**BARBER:**

That Council for the Town of Pincher Creek appoint the following Deputy Mayor for the period of October 24, 2022 to October 27, 2025.

Mark Barber	October 25, 2021 – June 30, 2022
David Green	July 1, 2022 – February 28, 2023
Sahra Nodge	March 1, 2023 – October 31, 2023
Wayne Oliver	November 1, 2023 – June 30, 2024

*Organizational Meeting  
October 24, 2022*

Brian Wright  
Garry Cleland

July 1, 2024 – February 28, 2025  
March 1, 2025 – October 27, 2025

**CARRIED ORG 22-003**

**7.2 COUNCIL COMMITTEE APPOINTMENTS**

**NODGE:**

That Council for the Town of Pincher Creek approves the Council Committee Appointments as identified.

**CARRIED ORG 22-004**

**NODGE:**

That Council for the Town of Pincher Creek move the MDSA meetings from the third Tuesday of the month to the third Wednesday of the month.

**CARRIED ORG 22-005**

**8. ADJOURNMENT**

**WRIGHT:**

That this Organizational Meeting of Council on October 24, 2022 be hereby adjourned at 5:49 p.m.

**CARRIED ORG 22-006**

DRAFT

\_\_\_\_\_  
MAYOR, Don Anderberg

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

**APPROVED BY RESOLUTION  
OF THE COUNCIL OF THE  
TOWN OF PINCHER CREEK,  
THIS 14<sup>th</sup> DAY OF NOVEMBER 2022**

**S E A L**

**SCHEDULE "A"**  
**COUNCIL APPOINTMENTS**  
**OCTOBER 24, 2022 TO OCTOBER 23, 2023**

**1. ALBERTA SOUTHWEST REGIONAL ALLIANCE**

Mandate: Alberta SouthWest Regional Alliance Ltd. (AlbertaSW) is a Regional Economic Development Alliance (REDA) of 16 communities working together to help each other succeed. Requires one member.

Staff Lead: Open

Meetings: First Wednesday evening monthly at various communities

Member(s): Don Anderberg

**2. ASSESSMENT REVIEW BOARD**

Mandate: Oldman River Regional Services Commission and Municipalities within the region jointly established a Regional Assessment Review Board (Bylaw 2011-02) to exercise the functions of a Local Assessment Review Board (LARB) and the function of a Composite Assessment Review Board (CARB) under the provisions of the Municipal Government Act in respect of assessment complaints made by taxpayers of a Regional Member Municipality. Requires one member and one alternate member.

Staff Lead: Legislative Services Manager

Meetings: Annually if assessment appeals are received.

Member(s): Don Anderberg

Alternative: Sahra Nodge

**3. COMMUNITY EARLY LEARNING CENTRE BOARD**

Mandate: Requires three members

Staff Lead: Director of Community Services

Meetings: As required

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

Alternate: Sahra Nodge

**4. COMMUNITY FUTURES ALBERTA SOUTHWEST BOARD**

Mandate: Establish priorities, monitor performance and be accountable to key stakeholders, such as local, provincial, and federal governments.  
Requires one member.

Staff Lead: Chief Administrative Officer

Meetings:

Member(s): Mark Barber

**5. COMMUNITY HOUSING COMMITTEE**

Mandate: Study and provide advice regarding matters related to housing.  
Requires three members.  
Staff Lead: Family and Community Support Services Coordinator  
Meetings: Monthly  
Members: Wayne Oliver, Garry Cleland and Sahra Nodge

**6. COMMUNITY TRANSPORTATION COMMITTEE**

Mandate: Study and provide advice regarding matters related to transportation.  
Requires two members.  
Staff Lead: Director of Operations  
Meetings: As required  
Membership: Currently Inactive

**7. ECONOMIC DEVELOPMENT COMMITTEE**

Mandate: To advise Town Council on various economic development issues.  
Requires one member.  
Staff Lead: Economic Development Officer  
Meetings:  
Member(s): Currently Inactive

**8. EMERGENCY SERVICES COMMISSION**

Mandate: To manage fire and ambulance services. Requires two members and one alternate member.  
Staff Lead: Fire Chief  
Meetings: Fourth Thursday monthly at 1:30 pm.  
Member(s): Don Anderberg and Brian Wright  
Alternate: Sahra Nodge

**9. FACILITIES PLANNING STUDY STEERING COMMITTEE**

Mandate: To study and provide advice to the Town of Pincher Creek regarding the future development, renovation or expansion of facilities including sport, recreational, community and other Town owned facilities. Requires two members.  
Staff Lead: Director of Community Services  
Meetings: As required - Committee on hold  
Member(s): Currently Inactive

**10. FAMILY AND COMMUNITY SUPPORT SERVICES**

Mandate: Agreement between Her Majesty in Right of Alberta and Town of Pincher Creek to provide for the establishment, administration, and operation of a Family and Community Support Services Program in accordance with the Family and Community Support Services Act and Regulation.

Requires one member.

Staff Lead: Family and Community Support Services Coordinator

Meetings: Third Monday monthly at 6:30 pm

Member(s): Sahra Nodge

**11. FINANCE AND BUDGET COMMITTEE**

Mandate: Pursuant to the Municipal Government Act, Council must adopt an operating and capital budget for each calendar year. Requires all members of Council

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

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

Member(s): All of Council

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

Mandate: Responsible for making policy decisions and ensuring through the Executive Director that appropriate staff, structures and processes are in place to carry out the policy and day-to-day tasks of the [RhPAP].

Requires one member

Staff Lead: Chief Administrative Officer

Meetings:

Member(s): Brian Wright

**13. HIGHWAY 3 TWINNING DEVELOPMENT ASSOCIATION**

Mandate: Members to this committee must be approved by the Association Board. Requires one member and one alternate member.

Staff Lead: Chief Administrative Officer

Meetings: As required

Member(s): Don Anderberg

Alternate: Brian Wright

**14. INTERMUNICIPAL COLLABORATION FRAMEWORK STEERING COMMITTEE**

Mandate: Provide for integrated and strategic planning, delivery and funding of intermunicipal services; Allocate scarce resources efficiently in the providing of local services; Ensure municipalities contribute funding to services that benefit their residents. Requires two members and one alternate

Staff Lead: Chief Administrative Officer

Meetings:

Member(s): Don Anderberg and Wayne Oliver

Alternate: Mark Barber

**15. INTERMUNICIPAL DEVELOPMENT COMMITTEE**

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

Staff Lead: Legislative Services Manager

Meetings: As needed (generally daytime)

Member(s): Garry Cleland and Mark Barber

**16. LIBRARY BOARD and CHINOOK ARCH**

Mandate: Pursuant to the Libraries Act of Alberta, the Pincher Creek & District Municipal Library will provide full and equal access to information, resources, and ideas, and promote an atmosphere of life-long learning. Requires one member.

Staff Lead: Head Librarian

Meetings: Library Board – Fourth Wednesday every other month at 7:00 pm  
Chinook Arch – First Thursday of April, August and December 6:00 pm

Member(s): Mark Barber

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

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

Staff Lead: Open

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

Member(s): Don Anderberg

Alternative: Deputy Mayor

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

Mandate: Pursuant to the Municipal Government Act and MDSA Bylaw #1543, to review applications for discretionary developments. Requires three members.

Staff Lead: Legislative Services Manager

Meetings: Third Wednesday monthly at 9:30 am

Member(s): Sahra Nodge, Brian Wright and Wayne Oliver

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

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

Staff Lead: Legislative Services Manager and Chief Administrative Officer

Meetings: As required, by Oldman River Regional Services Commission

Member(s): Don Anderberg

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

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

Staff Lead: Chief Administrative Officer

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

Member(s): Don Anderberg

Alternates: Brian Wright

**21. OLDMAN WATERSHED COUNCIL**

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

Staff Lead: Director of Operations

Meetings: Quarterly

Member(s): Wayne Oliver

Alternate: Sahra Nodge

**22. OPERATIONS COMMITTEE**

Mandate: Study and provide advice regarding matters related to operational services. Requires two members.

Staff Lead: Director of Operations

Meetings: Quarterly

Member(s): Brian Wright and Wayne Oliver

**23. PINCHER CREEK FOUNDATION BOARD**

Mandate: Manages the Housing Units in Pincher Creek. Requires two members.  
Staff Lead: Pincher Creek Foundation CAO  
Meetings: Fourth Wednesday monthly  
Member(s): David Green and Wayne Oliver

**24. POLICE ADVISORY COMMITTEE**

Mandate: Formalize the process for receiving input from the community and the partnership between the community, the RCMP and local government. Requires one member and one alternate member.  
Staff Lead: Family and Community Support Services Coordinator  
Meetings: Third Wednesday every two months at 7:00 pm  
Member(s): Mark Barber & Brian Wright  
Alternate:

**25. POLICY REVIEW COMMITTEE**

Mandate: Requires two members of Council.  
Staff Lead: Legislative Services Manager  
Meetings: As required (monthly)  
Member(s): Sahra Nodge and Wayne Oliver

**26. RECREATION ADVISORY BOARD**

Mandate: Reviews Recreation and Parks issues, makes recommendations, and identifies issues. Requires one member.  
Staff Lead: Director of Community Services  
Meetings: Monthly as schedules allow (generally evening)  
Member(s): Brian Wright  
Alternative: Garry Cleland

**27. REGIONAL AIRPORT ADVISORY COMMITTEE**

Mandate: To advise Council on airport opportunities and issues, policy, and programs within the Southwestern Alberta Region with specific focus on the Pincher Creek Airport (CZPC). Requires two members.  
Staff Lead:  
Meetings: Quarterly – to be determined  
Members(s): Not Applicable  
Alternate:



**28. REGIONAL EMERGENCY MANAGEMENT ORGANIZATION**

Mandate: To act as an agent of the Council to carry out the Council's statutory powers and obligations as prescribed in the Emergency Management Bylaw. Requires two members and one alternate member.

Staff Lead: Chief Administrative Officer

Meetings: Minimum twice annually

Member(s): Don Anderberg and Brian Wright

Alternate: Sahra Nodge

**29. REGIONAL LANDFILL – Town/MD/Cowley/Crowsnest Pass**

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

Staff Lead: Open

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

Member(s): Mark Barber

Alternate: Garry Cleland

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



**REGULAR MEETING OF COUNCIL**  
**Held on Monday October 24, 2022**  
**In Person & Virtually,**  
**Commencing at 6:00 p.m.**

**IN ATTENDANCE:**

Mayor: D. Anderberg

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

Staff: L. Wilgosh, Chief Administrative Officer; K.  
Green, Executive Assistant; and A. Levair,  
Operations Manager

**1. CALL TO ORDER**

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

**2. SCHEDULED PUBLIC HEARING**

**3. AGENDA APPROVAL**

**WRIGHT:**

The Council for the Town of Pincher Creek agree to add item 11.7 Child Care Floor Plan and 11.8 RCMP Building Insurance the October 24, 2022 agenda.

**CARRIED 22-391**

**GREEN:**

The Council for the Town of Pincher Creek approve the October 24, 2022 agenda as amended.

**CARRIED 22-392**

**4. DELEGATIONS**

**4.1 Dick Burnham – Royal Canadian Legion Pincher Creek**

**5. ADOPTION OF MINUTES**

**5.1 Minutes of the Budget Meeting held on October 4, 2022**

**BARBER:**

That Council for the Town of Pincher Creek approves the minutes of the Budget Meeting held on October 4, 2022.

**CARRIED 22-393**

**5.2 Minutes of the Budget Meeting held on October 11, 2022**

**NODGE:**

That Council for the Town of Pincher Creek approves the minutes of the Budget Meeting held on October 11, 2022.

**CARRIED 22-394**

**5.3 Minutes of the Regular Meeting of Council held on October 11, 2022**

**GREEN:**

That Council for the Town of Pincher Creek approves the minutes of the Regular Meeting of Council held on October 11, 2022.

**CARRIED 22-395**

**5.4 Minutes of the Budget Meeting held on October 13, 2022**

**OLIVER:**

That Council for the Town of Pincher Creek approves the minutes of the Budget Meeting held on October 13, 2022

**CARRIED 22-396**

**6. BUSINESS ARISING FROM THE MINUTES**

**7. BYLAWS**

**8. NEW BUSINESS**

**8.1 Operations Facility - Condition Assessment & Needs Assessment**

**NODGE:**

That Council for the Town of Pincher Creek accept the Operations Facility Condition Assessment and Needs Assessment as information.

**CARRIED 22-397**

**8.2 Kootenai Browns Spooky Town**

**NODGE:**

That Council for the Town of Pincher Creek authorize Councillor Barber to attend Kootenai Brown Pioneer Village to attend " Kootenai Brown's Spooky Town" on Saturday October 29, 2022 from 1 p.m. to 4 p.m.

**CARRIED 22-398**

**8.3 Chinook Arch Regional Library System Budget**

**BARBER:**

That Council for the Town of Pincher Creek approves the Chinook Arch Library Board 2023 - 2026 Municipal Levy Schedule as presented.

**CARRIED 22-399**

**8.4 Proclamation - Stirling Capital**

**OLIVER:**

That Council for the Town of Pincher Creek proclaim the Town of Pincher Creek as Stirling Curling Capital per Capita of Alberta for 2022

**CARRIED 22-400**

**9. COUNCIL REPORTS**

**9.1 Upcoming Committee meetings and events**

**10. ADMINISTRATION**

**10.1 Council Information Distribution List**

**WRIGHT:**

That Council for the Town of Pincher Creek accepts the October 24, 2022 Council Information Distribution List as information.

**CARRIED 22-401**

*Mayor Anderberg called a recess at 6:50 pm*

*Mayor Anderberg called the meeting back to order at 7:00 pm*

**11. CLOSED MEETING DISCUSSION**

**GREEN:**

That Council for the Town of Pincher Creek agree to move into closed session of Council on Monday, October 24, 2022 at 7:01 pm in accordance with section 16 & 24 of the Freedom of Information and Protection of Privacy Act, with the Chief Administrative Officer, Executive Assistant, and Operations Manager in attendance.

**CARRIED 22-402**

**OLIVER:**

That Council for the Town of Pincher Creek agree to move out of closed session of Council on Monday, October 24, 2022 at 8:58 pm in accordance with section 19 & 24 of the Freedom of Information and Protection of Privacy Act, with the Chief Administrative Officer, Executive Assistant, and Operations Manager in attendance.

**CARRIED 22-403**

**11.1 Request To Open ICF Intermunicipal Collaboration Framework Agreement – s. 21**

**NODGE:**

That Council for the Town of Pincher Creek declines the request from the Municipal District of Pincher Creek to reopen the ICF agreement and review the Recreation Agreement as requested as per section \_\_\_\_\_.

**CARRIED 22-404**

**11.2 Property Purchase Considerations - s. 16 & 24**

**OLIVER:**

That Council for the Town of Pincher Creek approve the request to return the deposit for the property purchase of Plan 460B, Lots 103/102 and agree to negotiate with the respondent on the cost of the Summary Report.

**CARRIED 22-405**

**11.3 Offer To Purchase Roll# 8600800 – s. 16 & 24**

**BARBER:**

That Council for the Town of Pincher Creek accepts the Legendary King Edward Hotel offer to purchase in the amount of \$69,459 (GST Exempt) for Plan 0613747, Block 5, Lot 7 dated October 18, 2022 subject to that the purchaser is responsible for all cost associated with consolidation of lots and the water and sewer connections to the mains and direct administration to provide instruction to North & Company Law Office to act on the Town's behalf regarding the real estate transaction and that all cost associated be borne by the purchaser.

**CARRIED 22-406**

*A. Levair left meeting at 8:29pm*

*Councillor Gary Cleland declares a conflict of interest with item 11.4 as he sits on the board and has excused himself.*

*G. Cleland left meeting at 9:01 pm*

**WRIGHT:**

That Council for the Town of Pincher Creek agree to move out of closed session of Council on Monday, October 24, 2022 at 9:02 pm in accordance with section 19 & 24 of the Freedom of Information and Protection of Privacy Act, with the Chief Administrative Officer, and Executive Assistant in attendance.

**CARRIED 22-407**

**NODGE:**

That Council for the Town of Pincher Creek agree to move into closed session of Council on Monday, October 24, 2022 at 9:12 pm in accordance with section 16 & 24 of the Freedom of Information and Protection of Privacy Act, with the Chief Administrative Officer, and Executive Assistant in attendance.

**CARRIED 22-408**

**11.4 5 Pin Bowlers Association - Request For Support - s. 16**

**WRIGHT:**

That Council for the Town of Pincher Creek agree and approve the Pincher Creek 5 Pin Bowlers Association request for the proposed rent of \$5782.00 effective January 1, 2023 for that portion of the Community Recreation Centre Plan 3880BD, Block 1, the area known as the Bowling Lanes and Squash Courts.

**CARRIED 22-409**

*G. Cleland rejoined meeting at 9:07 pm*

**11.5 Commercial Sewage Disposal (No RFD) - s. 16**

**WRIGHT:**

That Council for the Town of Pincher Creek accepts the Commercial Sewage Disposal Report as information.

**CARRIED 22-410**

**11.6 Personnel - Energy Lead - s. 17**

**BARBER:**

That Council for the Town of Pincher Creek direct Administration to include the position of a Municipal Energy Project Lead (MEPL) in the 2023 and 2024 operating budgets; and further

That in the event the position becomes vacant, the position shall be brought back to Council to reassess.

**CARRIED 22-411**

**11.7 Child Care Floor Plan**

**OLIVER:**

That Council for the Town of Pincher Creek to investigate the possibility of sharing a copy of the blueprints and allow the information to be shared if possible.

**CARRIED 22-412**

**11.8 RCMP Building Insurance**

**WRIGHT:**

That Council for the Town of Pincher Creek direct administration to continue negotiations with legal counsel.

**CARRIED 22-413**

**12. NOTICE OF MOTION**

**13. ADJOURNMENT**

**CLELAND:**

That this meeting of Council on October 24, 2022 be hereby adjourned at 9:15 pm.

**CARRIED 22-414**

*Regular Council Meeting  
October 24, 2022*

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MAYOR, D. Anderberg

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CAO, L. Wilgosh

**APPROVED BY RESOLUTION  
OF THE COUNCIL OF THE  
TOWN OF PINCHER CREEK,  
THIS 14<sup>th</sup> DAY OF NOVEMBER 2022      S E A L  
NEXT REGULAR MEETING OF COUNCIL TO BE HELD ON  
MONDAY NOV 14, 2022 AT 6:00 P.M.**

DRAFT



**BUDGET MEETING**  
**Held on Tuesday October 25, 2022**  
**In Person & Virtually,**  
**Commencing at 9:00 a.m.**

**IN ATTENDANCE:**

Mayor: D. Anderberg

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

With Regrets: B. Wright

Staff: L. Wilgosh, Chief Administrative Officer; W. Catonio, Director of Finance and Human Resources; A. Grose, Recreation Manager; A. Levair, Operations Manager; and L. Goss, Legislative Services Manager

**1. CALL TO ORDER**

Mayor Anderberg called the meeting to order at 9:00 am.

**2. NEW BUSINESS**

**2.1 2023 Budget – Facilities Overview Finance Presentation**

*Cllr. Oliver left meeting at 10:16 am*

**3. CLOSED MEETING DISCUSSION**

**OLIVER:**

That Council for the Town of Pincher Creek agree to move into closed session of Council on October 25, 2022 at 9:55 am in accordance with section 16 & 24 of the Freedom of Information and Protection of Privacy Act.

**CARRIED 22-417**

**GREEN:**

That Council for the Town of Pincher Creek agree to move out of closed session of Council on October 25, 2022 at 10:26 am in accordance with section 19 & 24 of the Freedom of Information and Protection of Privacy Act.

**CARRIED 22-418**

*Mayor Anderberg called a recess at 10:26 am*

*Mayor Anderberg called the meeting back to order at 10:35 am*

**WRIGHT:**

That Council for the Town of Pincher Creek agree to move into closed session of Council on October 25, 2022 at 10:35 am in accordance with section 16 & 24 of the Freedom of Information and Protection of Privacy Act.

**CARRIED 22-419**



**GREEN:**

That Council for the Town of Pincher Creek agree to move out of closed session of Council on October 25, 2022 at 11:10 am in accordance with section 19 & 24 of the Freedom of Information and Protection of Privacy Act.

**CARRIED 22-420**

**NODGE:**

That Council for the Town of Pincher Creek direct administration to engage in negotiations with the property owner as discussed in camera

**CARRIED 22-421**

**NODGE:**

That Council for the Town of Pincher Creek agree to move into closed session of Council on October 25, 2022 at 11:25 am in accordance with section 16 & 24 of the Freedom of Information and Protection of Privacy Act.

**CARRIED 22-422**

**OLIVER:**

That Council for the Town of Pincher Creek agree to move out of closed session of Council on October 25, 2022 at 11:30 am in accordance with section 19 & 24 of the Freedom of Information and Protection of Privacy Act.

**CARRIED 22-423**

**NODGE:**

That Council for the Town of Pincher Creek authorize Councillors Oliver and Cleland to meet with the property owner as discussed.

**CARRIED 22-424**

**OLIVER:**

That Council for the Town of Pincher Creek authorize Mayor Anderberg and Councillor Barber to meet at the library building regarding the proposed expansion.

**CARRIED 22-425**

**4.1 RCMP Building – S. 21**

**5. ADJOURNMENT**

**WRIGHT:**

That this meeting of Council on October 25, 2022 be hereby adjourned at 11:57 am.

**CARRIED 22-426**

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MAYOR, D. Anderberg

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CAO, L. Wilgosh

**APPROVED BY RESOLUTION  
OF THE COUNCIL OF THE  
TOWN OF PINCHER CREEK,  
THIS 14<sup>th</sup> DAY OF NOVEMBER 2022      S E A L  
NEXT REGULAR MEETING OF COUNCIL TO BE HELD ON  
MONDAY NOV 14, 2022 AT 6:00 P.M.**

DRAFT



**BUDGET MEETING**  
**Held on Thursday October 27, 2022**  
**In Person & Virtually,**  
**Commencing at 9:00 a.m.**

**IN ATTENDANCE:**

Mayor: D. Anderberg

Councillors: M. Barber, D. Green, W. Oliver, G. Cleland,  
and S. Nodge

With Regrets: B. Wright

Staff: L. Wilgosh, Chief Administrative Officer; W.  
Catonio, Director of Finance and Human  
Resources; A. Hlady, FCSS; A. Levair,  
Operations Manager; and A. Grose,  
Recreation Manager

**1. CALL TO ORDER**

Mayor Anderberg called the meeting to order at 9:00 am.

**2. AGENDA APPROVAL**

**OLIVER:**

The Council for the Town of Pincher Creek approve the October 27, 2022 Budget Meeting agenda as presented.

**CARRIED 22-427**

**3. NEW BUSINESS**

**3.1 Capital Budge 2023**

*Cllr. Oliver left meeting at 10:16 am*

*Mayor Anderberg called a recess at 10:16 am*

*Mayor Anderberg called the meeting back to order at 10:25 am*

**4. ADJOURNMENT**

**NODGE:**

That this meeting of Council on October 27, 2022 be hereby adjourned at 11:50 am.

**CARRIED 22-428**

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MAYOR, D. Anderberg

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CAO, L. Wilgosh

**APPROVED BY RESOLUTION  
OF THE COUNCIL OF THE  
TOWN OF PINCHER CREEK,  
THIS 14<sup>th</sup> DAY OF NOVEMBER 2022  
NEXT REGULAR MEETING OF COUNCIL TO BE HELD ON  
MONDAY NOV 14, 2022 AT 6:00 P.M.**

**S E A L**

DRAFT



Town of Pincher Creek  
COMMITTEE OF THE WHOLE MINUTES  
November 2, 2022 – 9:00 AM  
In Person & Virtually

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ATTENDANCE:

Mayor: D. Anderberg

Councillors: M. Barber, W. Oliver, S. Nodge, W. Oliver, G. Cleland and D. Green

Staff: L. Wilgosh, Chief Administrative Officer; W. Catonio, Director of Finances and Human Resources, A. Levair, Operations Manager; A. Hlady, FCSS; L. Goss, Legislative Services Manager; M. Everts, Events, Marketing & Economic Development and K. Green, Executive Assistant

1. **CALL TO ORDER**

Mayor Anderberg called the meeting to order at 9:03 am.

2. **AGENDA APPROVAL**

**OLIVER:**

That the Committee of the Whole for the Town of Pincher Creek agrees to add item 8.6 Kainai Memorandum of Understanding Update and 9.2 Huddleston Centre Review to the November 2, 2022 agenda.

**CARRIED COTW 2022-133**

**Green:**

That the Committee of the Whole for the Town of Pincher Creek agrees to the November 2, 2022 agenda as amended.

**CARRIED COTW 2022-134**

3. **DELEGATIONS**

4. **COMMITTEE REPORTS**

5. **Administration**

**6. Business Arising from the Minutes**

**7. Policy**

**8. New Business**

**8.1 Fort Macleod Santa Claus Parade**

**WRIGHT:**

That the Committee of the Whole for the Town of Pincher Creek advise the Fort Macleod's Santa Clause Parade Committee that Councillor Nodge will attend the parade.

**CARRIED COTW 2022-135**

**8.2 Support of Asset Management Cohort Training Facilities (Discussion)**

**OLIVER:**

That the Committee of the Whole for the Town of Pincher Creek support administration's application for, and participation in the asset management cohort program opportunity provided by Alberta Municipalities, RMA, and IAMA, including financial support for travel costs associated with the training opportunity within annual operating budgets.

**CARRIED COTW 2022-136**

*A. Levair left meeting at 9:20 am*

**8.3 Strategic Plan Adoption (Discussion)**

**NODGE:**

That the Committee of the Whole for the Town of Pincher Creek agree to adopt the Councils Vision Mission and Values Strategic Plan and the priorities and desired outcomes for 2022-2026 as circulated.

**CARRIED COTW 2022-137**

**8.4 Housing (Discussion)**

**OLIVER:**

That the Committee of the Whole for the Town of Pincher Creek adopts the Housing Committees new Terms of Reference as presented.

**CARRIED COTW 2022-138**

*Cllr Oliver left meeting at 9:48 am*

**8.5 Councillor Orientation**

**WRIGHT:**

That the Committee of the Whole for the Town of Pincher Creek direct administration to schedule an Orientation Training session for the newly elected councillor as per the Municipal Government Act, S.102.1(1),(2),(3).

**CARRIED COTW 2022-140**

**8.6 Kainai Memorandum of Understanding Update**

**WRIGHT:**

That the Committee of the Whole for the Town of Pincher Creek defer this item to the November 14, 2022 Council meeting.

**CARRIED COTW 2022-141**

*Mayor Anderberg called a recess at 10:06 am*

*Mayor Anderberg called the meeting back to order at 10:25 am*

*Judy Lane joined closed session at 10:25 am*

**9. Closed Session**

**WRIGHT:**

That the Committee of the Whole for the Town of Pincher Creek agree to move into a closed session of Council on Wednesday, November 2, 2022 at 10:25 am in accordance with section 16 & 24 of the Freedom of Information and Protection of Privacy Act with the Chief administrative Officer; Director of Finances and Human Resources; Operations Manager; Events, Marketing & Economic Development; Legislative Services Manager; Director of Community Services; Executive Assistant; and FCSS in attendance.

**WRIGHT:**

That the Committee of the Whole for the Town of Pincher Creek to move out of a closed session of Council on Wednesday, November 2, 2022 at 11:42 am in accordance with section 19 & 24 of the Freedom of Information and Protection of Privacy Act with the Chief administrative Officer; Director of Finances and Human Resources; Operations Manager; Events, Marketing & Economic Development; Legislative Services Manager; Director of Community Services; Executive Assistant; and FCSS in attendance.

**9.1 Pincher Creek Emergency Services Commission**

**NODGE:**

That the Committee of the Whole for the Town of Pincher Creek defer this item to the November 14, 2022 Council meeting.

**CARRIED COTW 2022-142**

*L. Goss left meeting at 11:00 am*

*Judy Lane left closed session at 11:10am*

**9.2 Huddleston Centre Review**

**NODGE:**

That the Committee of the Whole for the Town of Pincher Creek defer this item to the January 2023 Council meeting.

**CARRIED COTW 2022-143**

10. **Adjournment**

**WRIGHT:**

That this session of Committee of the Whole be adjourned at 11:42 am.

**CARRIED COTW 2022-144**

**APPROVED BY RESOLUTION OF  
COUNCIL FOR THE TOWN OF PINCHER CREEK  
THIS 14<sup>th</sup> DAY OF NOVEMBER 2022**

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

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



# Town of Pincher Creek

## REQUEST FOR DECISION

*Council*

<b>SUBJECT:</b> Regional Assessment Review Board Bylaw 1633-22	
<b>PRESENTED BY:</b> Lisa Goss, Legislative Service Manager	<b>DATE OF MEETING:</b> 11/14/2022

**PRESENTED BY:**

Lisa Goss, Legislative Service Manager

**DATE OF MEETING:**

11/14/2022

**PURPOSE:**

For Council to consider second and third readings of Regional Assessment Review Board Bylaw 1633-22

**RECOMMENDATION:**

That Council for the Town of Pincher Creek agree and give second reading to Regional Assessment Review Board Bylaw 1633-22.

That Council for the Town of Pincher Creek agree and give third and final reading to Regional Assessment Review Board Bylaw 1633-22 and that a copy of which be attached hereto forming part of the minutes.

**BACKGROUND/HISTORY:**

The proposed changes to the Regional Assessment Review Board Bylaw were recommendations as a result of the Municipal Affairs Municipal Accountability Program review conducted in 2021.

First reading of the proposed bylaw was given at the regular meeting of Council on September 26, 2022.

**ALTERNATIVES:**

That Council for the Town of Pincher Creek receives the information regarding the Regional Assessment Review Board Bylaw 1633-22 as presented.

That Council for the Town of Pincher Creek direct administration to further amend the Regional Assessment Review Board Bylaw 1633-22 and bring back to a future meeting.

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

See attached pages from Town of Pincher Creek - 2021 Municipal Accountability Program (MAP) Report

**FINANCIAL IMPLICATIONS:**

None at this time.

**PUBLIC RELATIONS IMPLICATIONS:**

None at this time.

**ATTACHMENTS:**

DRAFT Regional Assessment Review Board Bylaw 1633-22 - 3030

FINAL Regional Assessment Review Board Bylaw 1633-22 - 3030

Pages from Town of Pincher Creek - 2021 Municipal Accountability Program (MAP)

Report\_Assessment Review Boards - 3030

Regional Assessment Review Board Bylaw Amendment 2021 (1633-21) - 3030

**CONCLUSION/SUMMARY:**

Administration supports that Council for the Town of Pincher Creek agree and give second and third readings to Regional Assessment Review Board Bylaw 1633-22.

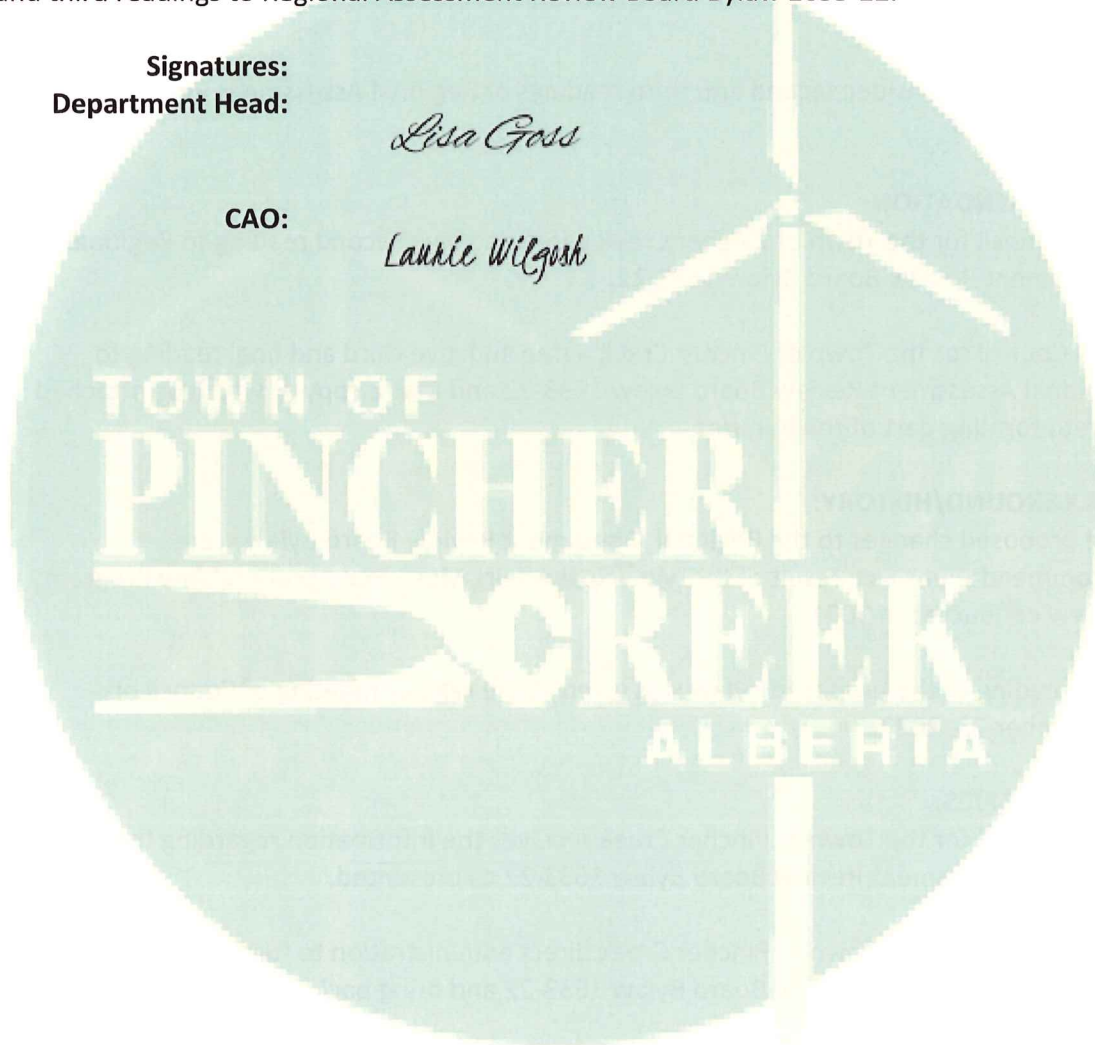
**Signatures:**

**Department Head:**

*Lisa Goss*

**CAO:**

*Laurie Wilgosh*



## Schedule "B"

### "MUNICIPALITY TOWN OF PINCHER CREEK"

#### BYLAW NUMBER 1633-221

A bylaw of the "Municipality Town of Pincher Creek" in the Province of Alberta to establish a Regional Assessment Review Board.

**WHEREAS**, section 454 of the *Municipal Government Act*, states that council must by bylaw establish a local assessment review board and a composite assessment review board; and

**WHEREAS**, section 454.1(1) of the *Municipal Government Act*, states that council must appoint at least 3 persons as members of the local assessment review board; and

**WHEREAS**, section 454.2(1) of the *Municipal Government Act*, states that council must appoint at least 2 persons as members of the composite assessment review board; and

**WHEREAS**, section 455(1) of the *Municipal Government Act*, states that two or more councils may agree to jointly establish the local assessment review board or the composite review board, or both, to have jurisdiction in their municipalities; and

**WHEREAS**, Oldman River Regional Services Commission (Commission) and Municipalities within the region, jointly wish to establish a Regional Assessment Review Board to exercise the functions of a Local Assessment Review Board (LARB) and the functions of a Composite Assessment Review Board (CARB) under the provisions of the *Municipal Government Act* in respect of assessment complaints made by an assessed person or taxpayer of a Regional Member Municipality; and

**WHEREAS**, Oldman River Regional Services Commission will pay for the costs associated with the establishment and operations of the required Assessment Review Board(s) and will invoice the Municipality their portion of the costs.

**NOW THEREFORE**, the Council of the "Municipality Town of Pincher Creek", duly assembled, enacts as follows:

**1. Title**

1.1 The title of this Bylaw shall be the "Regional Assessment Review Board Bylaw ~~Amendment 2021~~".

**2. Definitions**

2.1 Except as otherwise provided herein, words in this Bylaw shall have the meanings prescribed in section 453 of the MGA.

2.2 In this bylaw the following terms shall have the meanings shown:

- a. **Alternate** means a person who is available to perform the duties of a member in the event the member is unable to fulfil Board duties.
- b. **Board** means the Regional Assessment Review Board.
- c. **CARB** means the Composite Assessment Review Board established in accordance with the *'Matters Relating to Assessment Complaints'* regulation.

- d. **Clerk** means the person appointed to carry out the duties and functions of the assessment review board as required under section 456 of the *Municipal Government Act*.
- e. **Citizen-at-large** means a person who does not represent a specific organization and is appointed by Council.
- f. **LARB** means the Local Assessment Review Board established in accordance with the *'Matters Relating to Assessment Complaints'* regulation.
- g. **Member** means a member of the Regional Assessment Review Board.
- h. **MGA** means the *Municipal Government Act* of Alberta, RSA 2000, Ch. M-26, as amended and Regulations passed under that Act.
- i. **Regional Member Municipality** means those municipalities who enter into an agreement with the Commission to jointly establish a Regional Assessment Review Board and who enact a bylaw substantially in the form of this bylaw.

### 3. Establishment of Boards

#### 3.1 Council hereby establishes the following boards:

- a. Local Assessment Review Board; and
- b. Composite Assessment Review Board

### 3.4. Appointment of Board Members

3.14.1 Each Member Municipality may appoint one individual to the Board and may appoint an individual as an alternate to the Board.

3.24.2 The Board shall consist of a minimum of twenty members, some of whom may be a Citizen-at-large or a Council member.

3.34.3 In addition, when sitting as the CARB, the Board shall include the provincial member appointed by the Minister.

### 4.5. Terms of Appointment

4.15.1 Unless otherwise stated, all Members are appointed for three-year terms, except in the initial year where up to three are appointed for three-year terms and up to four are appointed for two-year terms.

4.25.2 If a vacancy on the Board occurs the Member Municipality who made the appointment may appoint a new person to fill the vacancy for the remainder of the term.

4.35.3 A Member may be re-appointed to the Board at the expiration of his/her term, provided recertification training has occurred prior to the expiration of term.

4.45.4 A Member may resign from the Board at any time on written notice to the Clerk and to the Member Municipality to that effect.

4.55.5 The Member Municipality may remove their designated Member at any time.

### 5.6. Panels of the Board

5.16.1 The Board shall sit in panels to hear assessment complaints as the nature of the complaint may permit or require, such panels are to consist of:

- a. three persons selected by the Clerk when the Board is acting as a Local Assessment Review Board;
- b. two persons selected by the Clerk when the Board is acting as a Composite Assessment Review Board; or
- c. a single member selected by the Clerk when the Board is acting as a Single Member Composite Assessment Review Board or a Single Member Individual Local Assessment Review Board.

5.26.2 The Clerk may select any member to sit on a panel and shall designate the Chairperson for each panel, provided however that:

- a. the provincial member must be the Chairperson of a panel sitting as the Composite Assessment Review Board; and
- b. the provincial member must be the sole member of a panel sitting as a Single Member Composite Assessment Review Board;
- c. where possible, the Clerk shall include on a three-person panel a member who is from the municipality under whose jurisdiction the complaint arises.

#### **6.7. Chairperson Presiding Officer**

6.17.1 The **Chairperson Presiding Officer** of a panel:

- a. will preside over and be responsible for the conduct of meetings;
- b. may limit a submission if it is determined to be repetitious or in any manner inappropriate; and
- c. will vote on matters submitted to the panel unless otherwise disqualified.

#### **7.8. Jurisdiction of the Board**

7.18.1 The Board shall have jurisdiction to exercise the functions of a Local Assessment Review Board (LARB) and the functions of a Composite Assessment Review Board (CARB) under the provisions of the *Municipal Government Act* in respect of assessment complaints made by taxpayers of a Regional Member Municipality.

#### **8.9. Clerk(s) of the Board**

8.19.1 The Clerk(s) of the Board shall be a person designated by the Oldman River Regional Services Commission's Chief Administrative Officer.

8.29.2 The Clerk shall:

- a. assist the Board in fulfilling its mandate; and
- b. prescribe the remuneration and expenses payable to each member of the Assessment Review Board.

#### **9.10. Meetings**

~~9.1~~10.1 Meetings will be held at such time and place as determined by the Board.

~~9.2~~10.2 The proceedings and deliberations of the Board must be conducted in public except where the Board deals with information protected from disclosure under the provisions of the Freedom of Information and Protection of Privacy Act.

#### **10.11. Quorum and Voting**

~~10.1~~11.1 \_\_\_\_\_ The quorum for panels of the Board shall be as established by the MGA, namely:

- a. two members of a panel acting as a local assessment review board; and
- b. one member and the provincial member of a panel acting as a composite assessment review board.

~~10.2~~11.2 \_\_\_\_\_ All members must vote on all matters before the Board unless a pecuniary interest or a conflict of interest is declared.

~~10.3~~11.3 \_\_\_\_\_ The majority vote of those Members present and voting constitutes the decision of the Board.

~~10.4~~11.4 \_\_\_\_\_ Where a member of a panel absents himself or herself from the proceedings due to a conflict of interest or a pecuniary interest, the Clerk shall appoint a replacement member of the panel.

#### **11.12. Conflict of Interest**

~~11.1~~12.1 \_\_\_\_\_ Where a member of the Board is of the opinion that he or she has a conflict of interest in respect of a matter before the Board, the member may absent himself or herself from Board proceedings while that matter is being discussed, provided that prior to leaving the meeting, the member:

- a. declares that he or she has a conflict of interest; and
- b. describes in general terms the nature of the conflict of interest.

~~11.2~~12.2 \_\_\_\_\_ The Clerk shall cause a record to be made in the Minutes of the members' absence and the reasons for it.

~~11.3~~12.3 \_\_\_\_\_ For the purposes of this provision, a member has a conflict of interest in a respect of a matter before the Board when he or she is of the opinion that:

- a. he or she has a personal interest in the matter which would conflict with his or her obligation as a member to fairly consider the issue; or
- b. substantial doubt as to the ethical integrity of the member would be raised in the minds of a reasonable observer, if that member were to participate in the consideration of that matter.

#### **12.13. Pecuniary Interest**

~~12.1~~13.1 The pecuniary interest provisions of the MGA apply to all members of the Board while attending meetings of the Board, as though they were councillors attending meetings of council.

~~12.2~~13.2 A Board member who fails to declare a pecuniary interest in a matter before the Board, or fails to absent himself or herself from proceedings dealing with such a matter, ceases to be a member of the Board.

#### **13.14. Commencement of Appeals**

~~13.1~~14.1 An assessed person or a taxpayer may commence an assessment complaint by:

- a. mailing or delivering to the address specified on the assessment or tax notice a complaint in the form set out in the '*Matters Relating to Assessment Complaints*' regulation and within the time specified in the MGA; and
- b. paying the applicable fee.

#### **14.15. Rules of Order**

~~14.1~~15.1 The Board shall make its own procedural rules, having due regard for the principles of procedural fairness.

#### **15.16. Adjournments**

~~15.1~~16.1 The Board may in its discretion grant adjournments of a hearing for such purposes as it feels necessary to ensure proper consideration of the issues before it, including:

- a. allowing the Board to obtain a legal opinion or other professional guidance; or
- b. to allow a viewing by the Board of the site in respect of which the appeal is being made.

~~15.2~~16.2 Where the parties to an appeal consent to an adjournment of the hearing, such adjournment may be granted by the Chairperson after consultation with the Members individually (whether in person, by telephone or by e-mail) without the need to convene a formal meeting. In such a case, the Board is deemed to have convened and the hearing is deemed to have commenced as of the date of such consultation.

#### **16.17. Notice of Decisions & Record of Hearing**

~~16.1~~17.1 After the hearing of a complaint, the Clerk shall:

- a. under direction of the Chairperson, prepare Minutes of the hearing, the decision or order of the Board and the reasons for the decision in compliance with the MGA; and
- b. arrange for the order or decision of the Board to be signed and distributed in accordance with the requirements under the MGA.

~~16.2~~17.2 The Clerk will maintain a record of the hearing.

**17.18. Delegation of Authority**

~~17.18.1~~ In accordance with its authority under MGA section 203(1) to delegate power, Council hereby delegates:

- a. its authority under the MGA to prescribe an appeal fee schedule and the remuneration and expenses payable to each member of the Regional Assessment Review Board and to the Clerk who will follow the Oldman River Regional Services Commission policy.

**18.19. Reimbursement of Costs**

~~18.19.1~~ The Oldman River Regional Services Commission shall pay for the administrative costs associated with the operation of the Regional Assessment Review Board. Recovery of costs from Regional Member Municipalities will be as set out in the agreements established.

~~Bylaw 2011/02 of the Town of Pincher Creek and amendments thereto are hereby repealed.~~

~~Bylaw 1633-21 of the Town of Pincer Creek and amendments thereto are hereby repealed.~~

~~This Bylaw comes into effect upon the final reading thereof.~~

~~Read a First Time this 8<sup>th</sup> day of November, 2021.~~

~~READ A FIRST TIME THIS ?? DAY of ??, 2022~~

\_\_\_\_\_  
MAYOR, Don Anderberg

\_\_\_\_\_  
CAO, Laurie Wilgosh

~~Read a Second Time this 8<sup>th</sup> day of November, 2021.~~

~~READ A SECOND TIME THIS ?? DAY of ??, 2022~~

\_\_\_\_\_  
MAYOR, Don Anderberg

\_\_\_\_\_  
CAO, Laurie Wilgosh



~~Read a Third and Final Time this 8<sup>th</sup> day of November, 2021.~~  
READ A THIRD TIME THIS ?? DAY of ??, 2022

\_\_\_\_\_  
MAYOR, Don Anderberg

\_\_\_\_\_  
CAO, Laurie Wilgosh

\_\_\_\_\_  
Mayor / Reeve

\_\_\_\_\_  
Chief Administrative Officer

## Schedule "B"

### "TOWN OF PINCHER CREEK" BYLAW NUMBER 1633-22

A bylaw of the Town of Pincher Creek in the Province of Alberta to establish a Regional Assessment Review Board.

**WHEREAS**, section 454 of the *Municipal Government Act*, states that council must by bylaw establish a local assessment review board and a composite assessment review board; and

**WHEREAS**, section 454.1(1) of the *Municipal Government Act*, states that council must appoint at least 3 persons as members of the local assessment review board; and

**WHEREAS**, section 454.2(1) of the *Municipal Government Act*, states that council must appoint at least 2 persons as members of the composite assessment review board; and

**WHEREAS**, section 455(1) of the *Municipal Government Act*, states that two or more councils may agree to jointly establish the local assessment review board or the composite review board, or both, to have jurisdiction in their municipalities; and

**WHEREAS**, Oldman River Regional Services Commission (Commission) and Municipalities within the region, jointly wish to establish a Regional Assessment Review Board to exercise the functions of a Local Assessment Review Board (LARB) and the functions of a Composite Assessment Review Board (CARB) under the provisions of the *Municipal Government Act* in respect of assessment complaints made by an assessed person or taxpayer of a Regional Member Municipality; and

**WHEREAS**, Oldman River Regional Services Commission will pay for the costs associated with the establishment and operations of the required Assessment Review Board(s) and will invoice the Municipality their portion of the costs.

**NOW THEREFORE**, the Council of the Town of Pincher Creek, duly assembled, enacts as follows:

**1. Title**

1.1 The title of this Bylaw shall be the "Regional Assessment Review Board Bylaw".

**2. Definitions**

2.1 Except as otherwise provided herein, words in this Bylaw shall have the meanings prescribed in section 453 of the MGA.

2.2 In this bylaw the following terms shall have the meanings shown:

- a. **Alternate** means a person who is available to perform the duties of a member in the event the member is unable to fulfil Board duties.
- b. **Board** means the Regional Assessment Review Board.
- c. **CARB** means the Composite Assessment Review Board established in accordance with the 'Matters Relating to Assessment Complaints' regulation.

- d. **Clerk** means the person appointed to carry out the duties and functions of the assessment review board as required under section 456 of the *Municipal Government Act*.
- e. **Citizen-at-large** means a person who does not represent a specific organization and is appointed by Council.
- f. **LARB** means the Local Assessment Review Board established in accordance with the *'Matters Relating to Assessment Complaints'* regulation.
- g. **Member** means a member of the Regional Assessment Review Board.
- h. **MGA** means the *Municipal Government Act* of Alberta, RSA 2000, Ch. M-26, as amended and Regulations passed under that Act.
- i. **Regional Member Municipality** means those municipalities who enter into an agreement with the Commission to jointly establish a Regional Assessment Review Board and who enact a bylaw substantially in the form of this bylaw.

### **3. Establishment of Boards**

3.1 Council hereby establishes the following boards:

- a. Local Assessment Review Board; and
- b. Composite Assessment Review Board

### **4. Appointment of Board Members**

4.1 Each Member Municipality may appoint one individual to the Board and may appoint an individual as an alternate to the Board.

4.2 The Board shall consist of a minimum of twenty members, some of whom may be a Citizen-at-large or a Council member.

4.3 In addition, when sitting as the CARB, the Board shall include the provincial member appointed by the Minister.

### **5. Terms of Appointment**

5.1 Unless otherwise stated, all Members are appointed for three-year terms, except in the initial year where up to three are appointed for three-year terms and up to four are appointed for two-year terms.

5.2 If a vacancy on the Board occurs the Member Municipality who made the appointment may appoint a new person to fill the vacancy for the remainder of the term.

5.3 A Member may be re-appointed to the Board at the expiration of his/her term, provided recertification training has occurred prior to the expiration of term.

5.4 A Member may resign from the Board at any time on written notice to the Clerk and to the Member Municipality to that effect.

5.5 The Member Municipality may remove their designated Member at any time.

### **6. Panels of the Board**

6.1 The Board shall sit in panels to hear assessment complaints as the nature of the complaint may permit or require, such panels are to consist of:

- a. three persons selected by the Clerk when the Board is acting as a Local Assessment Review Board;
- b. two persons selected by the Clerk when the Board is acting as a Composite Assessment Review Board; or
- c. a single member selected by the Clerk when the Board is acting as a Single Member Composite Assessment Review Board or a Single Member Individual Local Assessment Review Board.

6.2 The Clerk may select any member to sit on a panel and shall designate the Chairperson for each panel, provided however that:

- a. the provincial member must be the Chairperson of a panel sitting as the Composite Assessment Review Board; and
- b. the provincial member must be the sole member of a panel sitting as a Single Member Composite Assessment Review Board;
- c. where possible, the Clerk shall include on a three-person panel a member who is from the municipality under whose jurisdiction the complaint arises.

## **7. Presiding Officer**

7.1 The Presiding Officer of a panel:

- a. will preside over and be responsible for the conduct of meetings;
- b. may limit a submission if it is determined to be repetitious or in any manner inappropriate; and
- c. will vote on matters submitted to the panel unless otherwise disqualified.

## **8. Jurisdiction of the Board**

8.1 The Board shall have jurisdiction to exercise the functions of a Local Assessment Review Board (LARB) and the functions of a Composite Assessment Review Board (CARB) under the provisions of the *Municipal Government Act* in respect of assessment complaints made by taxpayers of a Regional Member Municipality.

## **9. Clerk(s) of the Board**

9.1 The Clerk(s) of the Board shall be a person designated by the Oldman River Regional Services Commission's Chief Administrative Officer.

9.2 The Clerk shall:

- a. assist the Board in fulfilling its mandate; and
- b. prescribe the remuneration and expenses payable to each member of the Assessment Review Board.

## **10. Meetings**

- 10.1 Meetings will be held at such time and place as determined by the Board.
- 10.2 The proceedings and deliberations of the Board must be conducted in public except where the Board deals with information protected from disclosure under the provisions of the Freedom of Information and Protection of Privacy Act.

**11. Quorum and Voting**

- 11.1 The quorum for panels of the Board shall be as established by the MGA, namely:
- a. two members of a panel acting as a local assessment review board; and
  - b. one member and the provincial member of a panel acting as a composite assessment review board.
- 11.2 All members must vote on all matters before the Board unless a pecuniary interest or a conflict of interest is declared.
- 11.3 The majority vote of those Members present and voting constitutes the decision of the Board.
- 11.4 Where a member of a panel absents himself or herself from the proceedings due to a conflict of interest or a pecuniary interest, the Clerk shall appoint a replacement member of the panel.

**12. Conflict of Interest**

- 12.1 Where a member of the Board is of the opinion that he or she has a conflict of interest in respect of a matter before the Board, the member may absent himself or herself from Board proceedings while that matter is being discussed, provided that prior to leaving the meeting, the member:
- a. declares that he or she has a conflict of interest; and
  - b. describes in general terms the nature of the conflict of interest.
- 12.2 The Clerk shall cause a record to be made in the Minutes of the members' absence and the reasons for it.
- 12.3 For the purposes of this provision, a member has a conflict of interest in a respect of a matter before the Board when he or she is of the opinion that:
- a. he or she has a personal interest in the matter which would conflict with his or her obligation as a member to fairly consider the issue; or
  - b. substantial doubt as to the ethical integrity of the member would be raised in the minds of a reasonable observer, if that member were to participate in the consideration of that matter.

**13. Pecuniary Interest**

- 13.1 The pecuniary interest provisions of the MGA apply to all members of the Board while attending meetings of the Board, as though they were councillors attending meetings of council.

13.2 A Board member who fails to declare a pecuniary interest in a matter before the Board, or fails to absent himself or herself from proceedings dealing with such a matter, ceases to be a member of the Board.

**14. Commencement of Appeals**

14.1 An assessed person or a taxpayer may commence an assessment complaint by:

- a. mailing or delivering to the address specified on the assessment or tax notice a complaint in the form set out in the '*Matters Relating to Assessment Complaints*' regulation and within the time specified in the MGA; and
- b. paying the applicable fee.

**15. Rules of Order**

15.1 The Board shall make its own procedural rules, having due regard for the principles of procedural fairness.

**16. Adjournments**

16.1 The Board may in its discretion grant adjournments of a hearing for such purposes as it feels necessary to ensure proper consideration of the issues before it, including:

- a. allowing the Board to obtain a legal opinion or other professional guidance; or
- b. to allow a viewing by the Board of the site in respect of which the appeal is being made.

16.2 Where the parties to an appeal consent to an adjournment of the hearing, such adjournment may be granted by the Chairperson after consultation with the Members individually (whether in person, by telephone or by e-mail) without the need to convene a formal meeting. In such a case, the Board is deemed to have convened and the hearing is deemed to have commenced as of the date of such consultation.

**17. Notice of Decisions & Record of Hearing**

17.1 After the hearing of a complaint, the Clerk shall:

- a. under direction of the Chairperson, prepare Minutes of the hearing, the decision or order of the Board and the reasons for the decision in compliance with the MGA; and
- b. arrange for the order or decision of the Board to be signed and distributed in accordance with the requirements under the MGA.

17.2 The Clerk will maintain a record of the hearing.

**18. Delegation of Authority**

18.1 In accordance with its authority under MGA section 203(1) to delegate power, Council hereby delegates:

- a. its authority under the MGA to prescribe an appeal fee schedule and the remuneration and expenses payable to each member of the Regional Assessment Review Board and to the Clerk who will follow the Oldman River Regional Services Commission policy.

**19. Reimbursement of Costs**

19.1 The Oldman River Regional Services Commission shall pay for the administrative costs associated with the operation of the Regional Assessment Review Board. Recovery of costs from Regional Member Municipalities will be as set out in the agreements established.

Bylaw 2011/02 of the Town of Pincher Creek and amendments thereto are hereby repealed.

Bylaw 1633-21 of the Town of Pincer Creek and amendments thereto are hereby repealed.

This Bylaw comes into effect upon the final reading thereof.

READ A FIRST TIME THIS 26<sup>th</sup> DAY of SEPTEMBER, 2022

\_\_\_\_\_  
MAYOR, Don Anderberg

\_\_\_\_\_  
CAO, Laurie Wilgosh

READ A SECOND TIME THIS 14<sup>th</sup> DAY of NOVEMBER, 2022

\_\_\_\_\_  
MAYOR, Don Anderberg

\_\_\_\_\_  
CAO, Laurie Wilgosh

READ A THIRD TIME THIS 14<sup>th</sup> DAY of NOVEMBER, 2022

\_\_\_\_\_  
MAYOR, Don Anderberg

\_\_\_\_\_  
CAO, Laurie Wilgosh

## 4. Assessment Review Boards

**Legislative requirements:** *MGA 454-456*, [Matters Relating to Assessment Complaints Regulation 201/2017](#)

1. Has a local assessment review board been established?
  - Are at least three members appointed to this board?
  - Is the term of the office of each member appointed established?
  - Has council prescribed the remuneration and expenses, if any, payable to each member?
  - Has council designated one of the members appointed as chair and prescribed the chair's term of office, remuneration, if any, and expenses?
  - Have the appointed members received the mandatory training?
2. Is a composite assessment review board established?
  - Are at least two members appointed to this board?
  - Is the term of the appointment established?
  - Has council prescribed the remuneration and expenses, if any, payable to each member?
  - Has council designated one of the members appointed as chair and prescribed the chair's term of office, remuneration, if any and expenses?
  - Have the appointed members received the mandatory training?
3. Has a person been appointed as the clerk and received the mandatory training?
4. Has the municipality jointly established the local assessment review board, composite assessment review board, or both, with one or more other municipalities?
  - Have the member councils jointly designated one of the board members as chair?
  - Have the member councils jointly prescribed the chair's term of office and the remuneration and expenses, if any, payable to the chair?
  - Have the member councils jointly appointed the clerk of the assessment review boards?

**Comments/Observations:** Council passed bylaw 2011-02 on May 13, 2011 authorizing a regional assessment review board. The bylaw does not establish the local and composite assessment review boards for the town, but instead authorizes the regional board to exercise the functions of both the local and composite assessment review boards.

Additionally, the bylaw does not address the appointment of a chair. Section 455(2)(a) of the *MGA* requires the councils to jointly designate one of the board members as chair.

**Meets Legislative Requirements:** No



**Recommendations/Action Items:** The town must amend or replace bylaw 2011-02 to:

- establish both a local assessment review board and a composite assessment review board;
- establish a process for jointly appointing a chair; and
- ensure the provisions of the bylaw are in compliance with legislation.

Since all members of the regional board should have the same bylaw, it would be advisable to work with all member municipalities of the regional assessment review board, as well as their legal counsel, to ensure that member bylaws are consistent and comply with the requirements of the *MGA*.

**Resources:** Municipal Affairs has developed a website to assist municipalities with respect to [Assessment Review Boards](#). In addition, Municipal Affairs Assessment Advisors are available to provide general support by calling toll-free 310-0000 and then 780-422-1377.

**Municipal Response:** Response to the findings, or comments, status or action to be taken including key milestones and deadlines. Where resolutions of council are required please provide the date of approval and resolutions of council and/or bylaw numbers.

## Schedule "B"

### "MUNICIPALITY" BYLAW NUMBER 1633-21

A bylaw of the "Municipality" in the Province of Alberta to establish a Regional Assessment Review Board.

**WHEREAS**, section 454 of the *Municipal Government Act*, states that council must by bylaw establish a local assessment review board and a composite assessment review board; and

**WHEREAS**, section 454.1(1) of the *Municipal Government Act*, states that council must appoint at least 3 persons as members of the local assessment review board; and

**WHEREAS**, section 454.2(1) of the *Municipal Government Act*, states that council must appoint at least 2 persons as members of the composite assessment review board; and

**WHEREAS**, section 455(1) of the *Municipal Government Act*, states that two or more councils may agree to jointly establish the local assessment review board or the composite review board, or both, to have jurisdiction in their municipalities; and

**WHEREAS**, Oldman River Regional Services Commission (Commission) and Municipalities within the region, jointly wish to establish a Regional Assessment Review Board to exercise the functions of a Local Assessment Review Board (LARB) and the functions of a Composite Assessment Review Board (CARB) under the provisions of the *Municipal Government Act* in respect of assessment complaints made by an assessed person or taxpayer of a Regional Member Municipality; and

**WHEREAS**, Oldman River Regional Services Commission will pay for the costs associated with the establishment and operations of the required Assessment Review Board(s) and will invoice the Municipality their portion of the costs.

**NOW THEREFORE**, the Council of the "Municipality", duly assembled, enacts as follows:

**1. Title**

1.1 The title of this Bylaw shall be the "Regional Assessment Review Board Bylaw Amendment 2021".

**2. Definitions**

2.1 Except as otherwise provided herein, words in this Bylaw shall have the meanings prescribed in section 453 of the MGA.

2.2 In this bylaw the following terms shall have the meanings shown:

- a. **Alternate** means a person who is available to perform the duties of a member in the event the member is unable to fulfil Board duties.
- b. **Board** means the Regional Assessment Review Board.
- c. **CARB** means the Composite Assessment Review Board established in accordance with the *'Matters Relating to Assessment Complaints'* regulation.
- d. **Clerk** means the person appointed to carry out the duties and functions of the assessment review board as required under section 456 of the *Municipal Government Act*.

- e. **Citizen-at-large** means a person who does not represent a specific organization and is appointed by Council.
- f. **LARB** means the Local Assessment Review Board established in accordance with the *'Matters Relating to Assessment Complaints'* regulation.
- g. **Member** means a member of the Regional Assessment Review Board.
- h. **MGA** means the *Municipal Government Act* of Alberta, RSA 2000, Ch. M-26, as amended and Regulations passed under that Act.
- i. **Regional Member Municipality** means those municipalities who enter into an agreement with the Commission to jointly establish a Regional Assessment Review Board and who enact a bylaw substantially in the form of this bylaw.

### **3. Appointment of Board Members**

- 3.1 Each Member Municipality may appoint one individual to the Board and may appoint an individual as an alternate to the Board.
- 3.2 The Board shall consist of a minimum of twenty members, some of whom may be a Citizen-at-large or a Council member.
- 3.3 In addition, when sitting as the CARB, the Board shall include the provincial member appointed by the Minister.

### **4. Terms of Appointment**

- 4.1 Unless otherwise stated, all Members are appointed for three-year terms, except in the initial year where up to three are appointed for three-year terms and up to four are appointed for two-year terms.
- 4.2 If a vacancy on the Board occurs the Member Municipality who made the appointment may appoint a new person to fill the vacancy for the remainder of the term.
- 4.3 A Member may be re-appointed to the Board at the expiration of his/her term, provided recertification training has occurred prior to the expiration of term.
- 4.4 A Member may resign from the Board at any time on written notice to the Clerk and to the Member Municipality to that effect.
- 4.5 The Member Municipality may remove their designated Member at any time.

### **5. Panels of the Board**

- 5.1 The Board shall sit in panels to hear assessment complaints as the nature of the complaint may permit or require, such panels are to consist of:
  - a. three persons selected by the Clerk when the Board is acting as a Local Assessment Review Board;
  - b. two persons selected by the Clerk when the Board is acting as a Composite Assessment Review Board; or
  - c. a single member selected by the Clerk when the Board is acting as a Single Member Composite Assessment Review Board or a Single Member Individual Local Assessment Review Board.

- 5.2 The Clerk may select any member to sit on a panel and shall designate the Chairperson for each panel, provided however that:
- a. the provincial member must be the Chairperson of a panel sitting as the Composite Assessment Review Board; and
  - b. the provincial member must be the sole member of a panel sitting as a Single Member Composite Assessment Review Board;
  - c. where possible, the Clerk shall include on a three-person panel a member who is from the municipality under whose jurisdiction the complaint arises.

**6. Chairperson**

- 6.1 The Chairperson of a panel:
- a. will preside over and be responsible for the conduct of meetings;
  - b. may limit a submission if it is determined to be repetitious or in any manner inappropriate; and
  - c. will vote on matters submitted to the panel unless otherwise disqualified.

**7. Jurisdiction of the Board**

- 7.1 The Board shall have jurisdiction to exercise the functions of a Local Assessment Review Board (LARB) and the functions of a Composite Assessment Review Board (CARB) under the provisions of the *Municipal Government Act* in respect of assessment complaints made by taxpayers of a Regional Member Municipality.

**8. Clerk(s) of the Board**

- 8.1 The Clerk(s) of the Board shall be a person designated by the Oldman River Regional Services Commission's Chief Administrative Officer.
- 8.2 The Clerk shall:
- a. assist the Board in fulfilling its mandate; and
  - b. prescribe the remuneration and expenses payable to each member of the Assessment Review Board.

**9. Meetings**

- 9.1 Meetings will be held at such time and place as determined by the Board.
- 9.2 The proceedings and deliberations of the Board must be conducted in public except where the Board deals with information protected from disclosure under the provisions of the Freedom of Information and Protection of Privacy Act.

**10. Quorum and Voting**

- 10.1 The quorum for panels of the Board shall be as established by the MGA, namely:
- a. two members of a panel acting as a local assessment review board; and
  - b. one member and the provincial member of a panel acting as a composite assessment review board.
- 10.2 All members must vote on all matters before the Board unless a pecuniary interest or a conflict of interest is declared.
- 10.3 The majority vote of those Members present and voting constitutes the decision of the Board.
- 10.4 Where a member of a panel absents himself or herself from the proceedings due to a conflict of interest or a pecuniary interest, the Clerk shall appoint a replacement member of the panel.

**11. Conflict of Interest**

- 11.1 Where a member of the Board is of the opinion that he or she has a conflict of interest in respect of a matter before the Board, the member may absent himself or herself from Board proceedings while that matter is being discussed, provided that prior to leaving the meeting, the member:
- a. declares that he or she has a conflict of interest; and
  - b. describes in general terms the nature of the conflict of interest.
- 11.2 The Clerk shall cause a record to be made in the Minutes of the members' absence and the reasons for it.
- 11.3 For the purposes of this provision, a member has a conflict of interest in a respect of a matter before the Board when he or she is of the opinion that:
- a. he or she has a personal interest in the matter which would conflict with his or her obligation as a member to fairly consider the issue; or
  - b. substantial doubt as to the ethical integrity of the member would be raised in the minds of a reasonable observer, if that member were to participate in the consideration of that matter.

**12. Pecuniary Interest**

- 12.1 The pecuniary interest provisions of the MGA apply to all members of the Board while attending meetings of the Board, as though they were councillors attending meetings of council.
- 12.2 A Board member who fails to declare a pecuniary interest in a matter before the Board, or fails to absent himself or herself from proceedings dealing with such a matter, ceases to be a member of the Board.

**13. Commencement of Appeals**

- 13.1 An assessed person or a taxpayer may commence an assessment complaint by:
- a. mailing or delivering to the address specified on the assessment or tax notice a complaint in the form set out in the '*Matters Relating to Assessment Complaints*' regulation and within the time specified in the MGA; and
  - b. paying the applicable fee.

**14. Rules of Order**

- 14.1 The Board shall make its own procedural rules, having due regard for the principles of procedural fairness.

**15. Adjournments**

- 15.1 The Board may in its discretion grant adjournments of a hearing for such purposes as it feels necessary to ensure proper consideration of the issues before it, including:
- a. allowing the Board to obtain a legal opinion or other professional guidance; or
  - b. to allow a viewing by the Board of the site in respect of which the appeal is being made.
- 15.2 Where the parties to an appeal consent to an adjournment of the hearing, such adjournment may be granted by the Chairperson after consultation with the Members individually (whether in person, by telephone or by e-mail) without the need to convene a formal meeting. In such a case, the Board is deemed to have convened and the hearing is deemed to have commenced as of the date of such consultation.

**16. Notice of Decisions & Record of Hearing**

- 16.1 After the hearing of a complaint, the Clerk shall:
- a. under direction of the Chairperson, prepare Minutes of the hearing, the decision or order of the Board and the reasons for the decision in compliance with the MGA; and
  - b. arrange for the order or decision of the Board to be signed and distributed in accordance with the requirements under the MGA.
- 16.2 The Clerk will maintain a record of the hearing.

**17. Delegation of Authority**

- 17.1 In accordance with its authority under MGA section 203(1) to delegate power, Council hereby delegates:
- a. its authority under the MGA to prescribe an appeal fee schedule and the remuneration and expenses payable to each member of the Regional Assessment Review Board and to the Clerk who will follow the Oldman River Regional Services Commission policy.

**18. Reimbursement of Costs**

18.1 The Oldman River Regional Services Commission shall pay for the administrative costs associated with the operation of the Regional Assessment Review Board. Recovery of costs from Regional Member Municipalities will be as set out in the agreements established.

Read a First Time this 8<sup>th</sup> day of November, 2021.

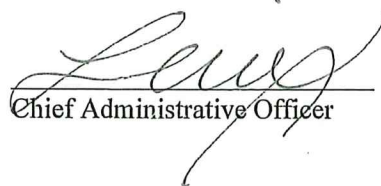
Read a Second Time this 8<sup>th</sup> day of November, 2021.

Read a Third and Final Time this 8<sup>th</sup> day of November, 2021.

\_\_\_\_\_  
Mayor / Reeve



\_\_\_\_\_  
Chief Administrative Officer



## Schedule "C" Responsibilities

AC = Assistant Clerk from Member Municipality

A = Assessor from Member Municipality

C = Clerk for Regional Board (ORRSC or as designated by Chief Administrative Officer)

	<b>Receipt of Appeal</b>
AC	<ul style="list-style-type: none"> <li>Collect fee</li> </ul>
AC	<ul style="list-style-type: none"> <li>Review appeal for validity/compliance with legislation</li> </ul>
AC	<ul style="list-style-type: none"> <li>Open file and send to Assessor &amp; Clerk</li> </ul>

	<b>Initial Stages</b>
A/AC	<ul style="list-style-type: none"> <li>Preliminary discussions and disclosure of information occurs between Complainant and Assessor</li> </ul>
A/AC	<ul style="list-style-type: none"> <li>Assessor advises Assistant Clerk if matter is resolved or proceeding to appeal</li> </ul>
AC	<ul style="list-style-type: none"> <li>If resolved, Assistant Clerk advises Clerk and administers withdraw in accordance with local practice (refund fee MGA Sec, 481(2))</li> </ul>
AC	<ul style="list-style-type: none"> <li>If proceeding, Assistant Clerk advises Clerk and forwards copy of all appeal documents</li> </ul>
AC	<ul style="list-style-type: none"> <li>Assistant Clerk advises Regional Clerk of hearing location preference</li> </ul>

	<b>Confirmation of Receipt of Appeal</b>
C	<ul style="list-style-type: none"> <li>Review appeal for appeal type/validity/compliance with legislation</li> </ul>
C	<ul style="list-style-type: none"> <li>Determine if issue exists for merit hearing</li> </ul>

	<b>Assignment of Resources</b>
C	<ul style="list-style-type: none"> <li>Open file/identify all parties involved</li> </ul>
C	<ul style="list-style-type: none"> <li>Assign administrative support and Board members</li> </ul>
C	<ul style="list-style-type: none"> <li>Establish hearing date, schedule facility, Board members</li> </ul>

	<b>Send Notice of Hearing to Complainant</b>
C	<ul style="list-style-type: none"> <li>Copies to Assistant Clerk, Assessor and Minister (if CARB)</li> </ul>
C	<ul style="list-style-type: none"> <li>Copies if necessary to property owner, agent, lessee, etc...</li> </ul>



	<b>Disclosure</b>
AC/A	<ul style="list-style-type: none"> <li>Complainant provides first disclosure to Assistant Clerk and Assessor</li> </ul>
AC	<ul style="list-style-type: none"> <li>Assistant Clerk date stamps submission and forwards a copy to Clerk</li> </ul>
A	<ul style="list-style-type: none"> <li>Assessor submits response to Assistant Clerk and Complainant</li> </ul>
AC	<ul style="list-style-type: none"> <li>Assistant Clerk date stamps Assessor's submission and forwards a copy to Clerk</li> </ul>
AC	<ul style="list-style-type: none"> <li>Complainant provides rebuttal to Assistant Clerk and Assessor</li> </ul>
AC	<ul style="list-style-type: none"> <li>Assistant Clerk date stamps submission and forwards a copy to Clerk</li> </ul>

	<b>Agenda</b>
C	<ul style="list-style-type: none"> <li>Clerk verifies all disclosures</li> </ul>
C	<ul style="list-style-type: none"> <li>Clerk verifies attendance of all parties</li> </ul>
C	<ul style="list-style-type: none"> <li>Clerk produces agenda packages and provides copies at the hearing for members and public</li> </ul>
C	<ul style="list-style-type: none"> <li>Clerk liaises with Board and provides all material necessary – including legislation</li> </ul>
C	<ul style="list-style-type: none"> <li>Clerk prepares templates for minutes and decisions of Board</li> </ul>

	<b>Appeal Hearing</b>
C	<ul style="list-style-type: none"> <li>Clerk attends hearing and produces minutes that identify all issues presented to Board</li> </ul>
C	<ul style="list-style-type: none"> <li>Clerk attends deliberations and produces a decision from the Board that identifies all issues, arguments, reasons for the decision (including both conforming and dissenting reasons)</li> </ul>

	<b>Send Notice to Complainant</b>
C	<ul style="list-style-type: none"> <li>Copies to Assistant Clerk, Assessor and Minister (if CARB)</li> </ul>
C	<ul style="list-style-type: none"> <li>Copies if necessary to property owner, agent, lessee, etc...</li> </ul>

	<b>Reporting</b>
C	<ul style="list-style-type: none"> <li>Clerk provides Assistant Clerk with a reporting package of the appeal which includes:</li> </ul>
C	<ul style="list-style-type: none"> <li>– Invoice for services in accordance with agreement</li> </ul>
C	<ul style="list-style-type: none"> <li>– Copy of hearing minutes</li> </ul>
C	<ul style="list-style-type: none"> <li>– Statistics (where necessary)</li> </ul>
C	<ul style="list-style-type: none"> <li>– Feedback form to establish best practices and service standards for quality control</li> </ul>
C	<ul style="list-style-type: none"> <li>– Clerk compiles and retains a record of the hearing in accordance with legislation and regulations</li> </ul>

## **Schedule "D"**

### **Fees**

#### **Regional Assessment Board Fee**

Annual Fee = \$500, payable to Oldman River Regional Services Commission.

#### **Remuneration**

Board Members and Clerk shall receive honorariums for adjudicating at formally scheduled Hearings or taking appropriate training. Honorariums shall be awarded on the following basis:

MERIT Half day – Four (4) hour block \$100.00

MERIT Full day – Four plus (4+) hour block, excluding lunch hour \$200.00

LARB Half day – Four (4) hour block \$100.00

LARB Full day – Four plus (4+) hour block, excluding lunch hour \$200.00

CARB Half day – Four (4) hour block \$200.00

CARB Full day – Four plus (4+) hour block, excluding lunch hour \$400.00

Board Members and the Clerk shall receive compensation for travel based on the most current published Alberta Government Public Service Subsistence, Travel and Moving Expenses regulation for performing adjudication duties or taking appropriate training.

Board Members and the Clerk shall receive reimbursement for meals incurred while performing adjudication duties or taking appropriate training. A reasonable meal allowance will be offered and will most often be authorized and organized by the Clerk.

Guidance to limitations can be derived from the most current published Alberta Government Public Service Subsistence, Travel and Moving Expenses regulation.

Board Members and the Clerk shall receive reimbursement for any lodging accommodations required while performing adjudication duties or taking appropriate training.

Provincial Members shall receive reimbursement for all expenses incurred and at the rates prescribed by the Province.

## Category of Complaint Fee

Filing fees are determined and collected by Member Municipalities through either a Fees Bylaw or Fee Policy.

In response to recent provincial legislation, the affected Municipality will refund assessment complaint fees when the board or (on appeal) the Court of Queen's Bench decides in favour of the complainant. The fee will also be refunded if a complaint is withdrawn because agreement was reached with an assessor to correct the matter under complaint.

Requesting an appeal fee is at the discretion of municipality. Schedule 2 of *Matters Relating to Assessment Complaint Regulation, 2018*, Complaint Fee indicates:

	<b>Complaint Fee</b>
Residential 3 or fewer dwellings and farmland	Up to \$ 50
Residential 4 or more dwellings	Up to \$650
Non-residential	Up to \$650
Business tax	Up to \$ 50
Tax notices (other than business tax)	Up to \$ 30
Linear property — power generation	Flat fee \$650 per facility
Linear property — other	Flat fee \$ 50 per DIPAUID *
Designated industrial property — major plant or facility	Flat fee \$650 per major plant or facility
Designated industrial property – other	Flat fee \$50 per DIPAUID *
Equalized assessment	Flat fee \$650

\* Designated Industrial Property Assessment Unit Identification

# Town of Pincher Creek

## REQUEST FOR DECISION

*Council*

<b>SUBJECT:</b> Land Use Bylaw Amendment 1547-AO - Short-term Rentals	
<b>PRESENTED BY:</b> Lisa Goss, Legislative Service Manager	<b>DATE OF MEETING:</b> 11/14/2022

**PURPOSE:**

For Council to consider second and third readings of Land Use Bylaw Amendment 1547-AO - Short-term Rentals.

**RECOMMENDATION:**

That Council for the Town of Pincher Creek agree and give Bylaw 1547-AO amending the Land Use Bylaw 1547 second reading.

That Council for the Town of Pincher Creek agree and give Bylaw 1547-AO amending the Land Use Bylaw 1547 third and final reading and that a copy of which be attached hereto forming part of the minutes.

**BACKGROUND/HISTORY:**

At the August 3, 2022 Committee of the Whole meeting, direction was given to administration to prepare a Land Use Bylaw Amendment according to Council discussion and include regulations for short-term rentals in the Town of Pincher Creek.

A delegation of concerned citizens presented to Council at their regular meeting on August 22, 2022 regarding short-term rentals in Pincher Creek.

Correspondence dated October 7, 2022 was received from a citizen addressing concerns regarding Short-term Rentals.

At the October 11, 2022 regular meeting of Council, Land Use Bylaw Amendment 1547-AO - Short-Term Rentals, received first reading and Council agreed to hold a Public Hearing on November 14, 2022.

**ALTERNATIVES:**

That Council for the Town of Pincher Creek receives Bylaw 1547-AO amending the Land Use Bylaw 1547 as information.

That Council for the Town of Pincher Creek direct administration to bring back Bylaw 1547-AO with amendments for consideration.

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

The current Land Use Bylaw 1547 and amendments thereto is silent regarding regulations on tourist homes and/or short-term rentals. There have been several inquiries made recently to establish short-term rental types of uses in private homes.

In the event the proposed bylaw amendment receives third and final reading consideration should be given as to how the new regulations be implemented.

**FINANCIAL IMPLICATIONS:**

Advertisement and adjacent property owner notification. In addition, the Land Use Bylaw are to be updated accordingly.

**PUBLIC RELATIONS IMPLICATIONS:**

In addition to the Towns' Department referral comments, the adjacent property owners are to be notified in accordance with the Land Use Bylaw section 50 and the Municipal Government Act sections 230, 606 and 692. Subsequent to first reading of Bylaw 1547-AO the Notice of Public Hearing on Bylaw 1547-AO was published for two consecutive weeks in the local weekly newspaper on November 2 and 9, 2022 as per Advertising for Public Hearing Policy 115-95.

**ATTACHMENTS:**

- 2022.08.22 Council Delegation - Short Term Rentals - 3011
- 2022.10.07 - Joan Brees - 3011
- 2022.10.07 - Joan Brees\_Redacted
- DRAFT Town Pincher Creek LUB 1547-AO Amendment - Short-term rentals w\_Schedule A - 3011

**CONCLUSION/SUMMARY:**

Administration supports that Council for the Town of Pincher Creek agree and give Bylaw 1547-AO amending the Land Use Bylaw 1547 second and third reading.

**Signatures:**

**Department Head:**

*Lisa Goss*

**CAO:**

*Laurie Wilgosh*

RECEIVED

AUG 12 2022

Town of Pincher Creek

August 9, 2022

Mayor and Council  
962 St. John Avenue  
Pincher Creek, AB  
T0K1W0

We, the undersigned citizens of the Town of Pincher Creek, Alberta, wish to inform you of our concerns regarding the proliferation of short-term rentals such as AirBnB and Vrbo (Vacation Rentals By Owner) in Pincher Creek and the lack of municipal regulations concerning them.

The Situation:

Twenty (20) short-term rentals are presently being offered in Pincher Creek using short-term rental platforms such as AirBnB and Vrbo. And more are to come. This number represents strictly those located in the town of Pincher Creek.

We are skeptical that all of these short-term rentals possess the proper town licensing.

Some of these units used to be long-term rentals in Pincher Creek but have been converted to short-term rentals by their landlords.

According to the AirBnB website, these rentals presently range in price between \$88.00 to \$1,217.00 / per night and can sleep anywhere between one to fifteen guests.

Short-term could mean anything from day use to several months as opposed to a much longer rental term such as a year lease but usually short-term means less than 30 days.

Types of properties are varied such as the rental of one or more rooms in the owner's house to the rental of full houses where the owner is not living on the premises and sometimes not even in the community.

Such short-term rental platforms as AirBnB and Vrbo have given rise to commercial landlords who own multiple properties.

Concerns:

AirbnB and Vrbo are having a detrimental impact on housing stocks as it encourages landlords to move their properties out of the long-term rental and for sale markets and into the short-term rental market. This results in:

Loss of much needed long-term rentals and affordable housing for residents and local workforce.

Renters are being forced to move because their landlords have decided to turn their housing into more lucrative short-term rentals.

As the long-term rental stock dwindles, rent prices for the shrinking long-term rental market are skyrocketing.

These short-term rentals enter in direct competition with well established and regulated hotels/motels.

Problems occur when homes in residential neighborhoods are rented out for a night or weekend. Problems such as increased traffic, increased possibility of noise and parties, increased problems with parking, and the presence of an increased number of transients.

Neighbors have no say in the establishment of these units next to them.

Because of privacy issues, short-term rental platforms like AirBnB and Vrbo, make it difficult to know who the owner is in case of problems.

More and more short-term rentals are created by absentee, non-voting owners who have no allegiance to, nor interest in, the welfare of the community.

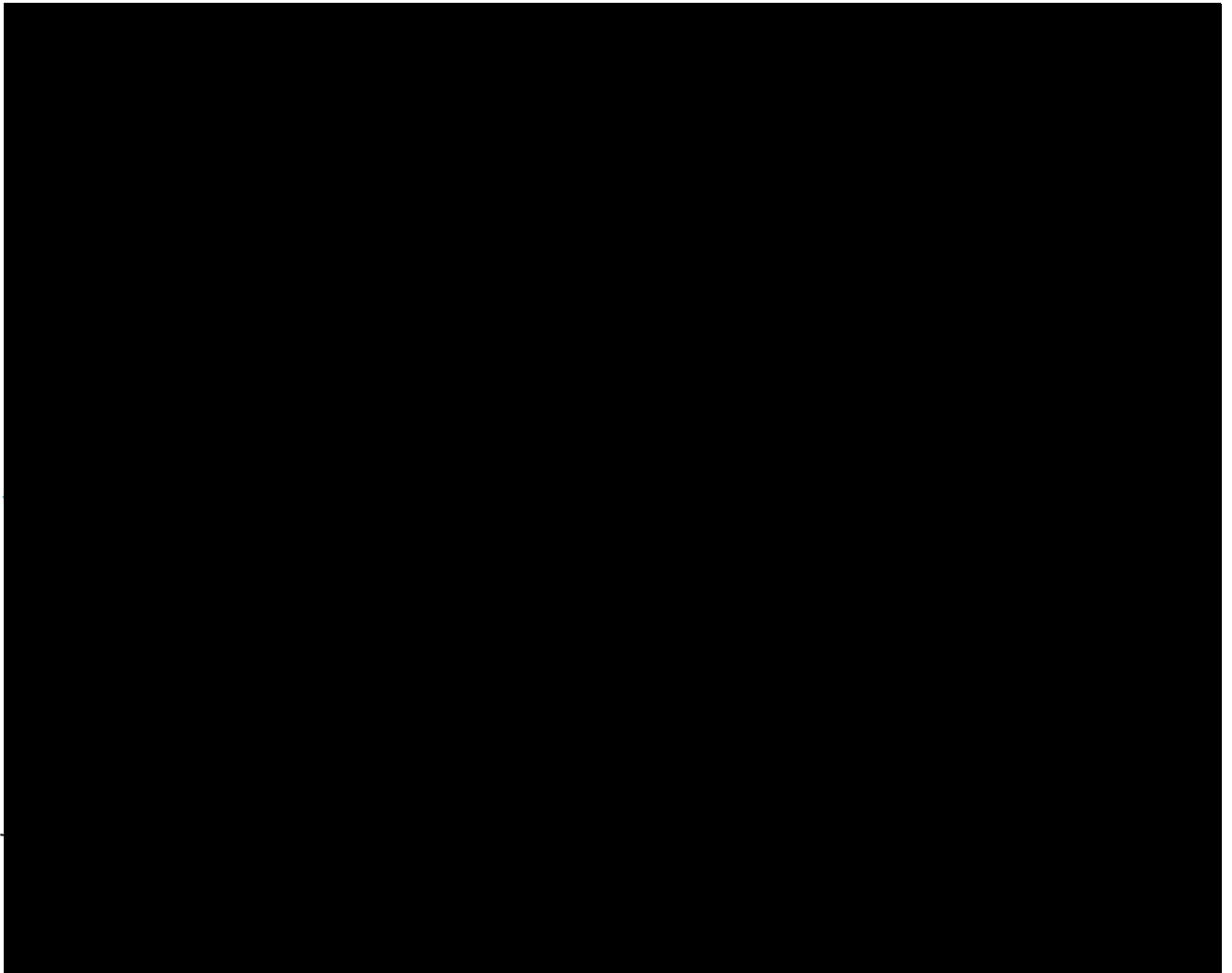
In conclusion:

Short-term rental platforms like AirBnB and Vrbo have made it more profitable to rent out whole houses or apartments to tourists for short periods of time rather than rent the same properties for longer periods of time to people who actually need to live here.

There is a need to regulate these short-term rentals as soon as possible. There is also a need to provide residents with affordable housing and long-term rentals which are key to permit our community to grow.

Thank you for your consideration in this matter

Sincerely,





Monday, August 22, 2022

## Town of Pincher Creek Council Meeting Delegation

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### Short- and Long-Term Tourist Rentals

We have spoken to a number of residents in regards to the impact from the number of short- and long-term tourist rentals dotted throughout the town. We have conducted research of how other communities are focussing and moving forward to address this situation.

There are many pros and cons that impact the community with the welcomed introduction of a bylaw to address this growing trend.

We believe the situation must be fair and equitable to the commercial accommodation sector who provide lodging and amenities for visitors and employment for our citizens.

We understand that the solution must provide relief for the community's housing and rental community, as lowering the supply of affordable housing drives rental prices higher, necessitating the residents to leave for a better quality of life in another community.

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### Solution

We would encourage the Town to host a public meeting for the residents to engage in transparent and open dialogue, to explore the effects of this diversity on our community, such as the impact on safety, zoning, affordable housing, traffic, parking, noise, taxes, development permits, absentee landlords, residential services and 24/7 enforcement.

After the gathering of information from the community on a prescribed timeline, we would encourage the Council to strike an ad hoc committee consisting of Council member(s), Town administration personnel and 2-3 citizens-at-large to research, follow process, and develop the framework for an all inclusive working bylaw.

**TOWN OF PINCHER CREEK  
BYLAW NO. 1547-AO**

BEING a bylaw of the Town of Pincher Creek in the Province of Alberta, to amend Bylaw No. 1547, being the municipal Land Use Bylaw.

WHEREAS the Council of the Town of Pincher Creek has deemed it necessary to regulate the use, standards, siting, and operational criteria of Short-term rental accommodation within the various residential land use districts of the municipality, as described in Schedule A.

AND WHEREAS the general purpose of the proposed amendment is to address the following:

- Add 'Short-term Rentals Type 1' and 'Short-term Rentals Type 2' to the 'Residential - R1', 'Manufactured / Mobile home – R2', 'Country Residential – R3' and 'Multi-family Residential – R4' districts as either a permitted, discretionary, or prohibited use as categorized and defined as attached Schedule A.
- Add new definitions to the land use bylaw Schedule 13, Definitions, for 'Short-term Rentals', 'Short-term Rentals Type 1' and 'Short-term Rentals Type 2'.
- Add to Schedule 4, Standards of Development a section on 'Short-term Rentals' which outlines the criteria, application requirements, and standards for the potential of a residential property owner to establish and operate a Short-term Rental accommodation with the Town of Pincher Creek, as described in the attached Schedule A.

AND WHEREAS the municipality must prepare a corresponding bylaw and provide for its consideration at a public hearing.

NOW THEREFORE, under the authority and subject to the provisions of the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26, as amended, the Council of the Town of Pincher Creek in the Province of Alberta duly assembled does hereby enact the following:

1. Bylaw No. 1547, being the municipal Land Use Bylaw, is hereby amended by Bylaw 1547-AO to include Short-term rentals in the land use bylaw as prescribed in Schedule A attached.
2. Bylaw No. 1547-AO shall come into effect upon third and final reading thereof.
3. Bylaw No. 1547-AO is hereby adopted.

READ a **first** time this 11<sup>th</sup> day of October 2022.

\_\_\_\_\_  
*Mayor – Don Anderberg*

\_\_\_\_\_  
*Chief Administrative Officer – Laurie Wilgosh*

READ a **second** time this 14<sup>th</sup> day of November 2022.

\_\_\_\_\_  
*Mayor – Don Anderberg*

\_\_\_\_\_  
*Chief Administrative Officer – Laurie Wilgosh*

READ a **third** time and finally passed this 14<sup>th</sup> day of November 2022.

\_\_\_\_\_  
*Mayor – Don Anderberg*

\_\_\_\_\_  
*Chief Administrative Officer – Laurie Wilgosh*

## **SCHEDULE A**

### ***Town of Pincher Creek Land Use Bylaw No. 1547 as amended***

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#### **AMENDMENTS: Add uses, criteria, standards, and definitions for Short-term Rentals**

Add to the 'Residential - R1', 'Manufactured / Mobile home – R2', 'Country Residential – R3' and 'Multi-family Residential – R4' districts '**Short-term Rentals Type 1**' as a permitted use.

Add to the 'Residential - R1', 'Manufactured / Mobile home – R2', 'Country Residential – R3' '**Short-term Rentals Type 2**' use as a discretionary use.

Add to the 'Multi-family Residential – R4' district '**Short-term Rentals Type 2**' as a Prohibited use.

#### ***Add to the land use bylaw Schedule 13, Definitions***

**Short-term Rentals** means a dwelling unit (including a house, apartment, multi-unit dwelling, or individual room), operated as a temporary or short-term rental or lease accommodation unit, occupied by a guest or guests for a period of less than 28 continuance days where the residence owner may or may not be present or residing on site, and includes all temporary or short-term rentals, vacation homes or temporary accommodation for commercial purposes or for compensation. This use does not include Bed and Breakfasts, Home Occupations, Motels, or Hotels which are separately defined uses. It also excludes temporary or short-term billeting of minor or under-20 athletes on sports teams.

**Short-term Rentals Type 1** (owner-occupied) means a short-term rental or lease situation where an owner lives/resides (owner-occupied) in the dwelling as their primary abode (residence) but may rent out the house or rooms as accommodation on a temporary or short-term bases for a period of less than 28 continuance days but not to exceed 60 days in a calendar year for financial gain. (*Note: This may apply to situations where an owner rents out their house while they are away on vacation or out of the country for an extended period, etc.*)

**Short-term Rentals Type 2** (non-owner-occupied rental) means a short-term rental or lease situation where an owner does not live/reside in the dwelling as their primary residence (non-owner-occupied rental) but rents out the house or rooms as accommodation on temporary or short-term bases for a period of less than 28 continuance days as a rental, vacation home or temporary accommodation for commercial purposes, or a commercial entity uses the home exclusively for short-term rentals. (*Note: This applies to situations where a person or business owns a dwelling(s) that they primarily rent for accommodation for commercial income, etc.*)

#### ***Add a clause to the land use bylaw Schedule 3, Development Not Requiring a Permit***

No development permit is required for Short-term Rentals Type 1 as defined in this bylaw provided the standards of the bylaw are met and they are listed as a permitted use in the applicable land use district. (Short-term Rentals Type 2 do require a development permit.)

#### ***Add a section to the land use bylaw Schedule 4, Standards of Development***

##### **SECTION 31      SHORT-TERM RENTALS**

###### ***Standards***

- 31.1 Short-term Rentals are prohibited in residential districts except where they are expressly listed as a permitted or discretionary use.
- 31.2 Short-term Rentals Type 1 listed as a permitted use in any land use district do not require a development permit as prescribed in Schedule 3, Development Not Requiring a Permit. All other types of Short-term Rentals do require a development permit.
- 31.3 Short-term Rentals that are prohibited or are found to be operating without a valid development permit and/or Business Licence are subject to the imposition of fines/penalties by the municipality in accordance with the fee schedule or other applicable bylaw.
- 31.4 Short-term Rentals are characterized by:
  - (a) The advertising or management of a dwelling unit as a Short-term Rental, temporary accommodation, tourist accommodation or vacation rental on social media, the internet or on vacation rental websites, such as but not limited to Airbnb, VRBO, or where the intent is for the occupant to stay for short-term visiting or vacation purposes rather than use the property solely as a permanent residence.
  - (b) The use of a system of reservations, deposits, confirmations, and payments for nightly accommodation at the residence.
  - (c) The active management and commercial nature of the dwelling being used as a Short-term Rental.
- 31.5 The Short-term Rentals use excludes the temporary or short-term billeting of minor or under-20 athletes on sports teams and they are exempt from the permitting and business license requirements.
- 31.6 The number of rental units or bedrooms in the Short-term Rentals and the maximum occupancy of the dwelling shall be stated on the application form and included as a condition of approval in the development permit. The Development Authority may limit the number of rental units and/or the maximum occupancy of a Short-term Rentals on a case-by-case basis having regard for suitability and potential impacts to the town, street, or area neighbors.
- 31.7 The Development Authority may limit the number of dwellings used as short-term rental units on a street or defined area, and no more than 5% of the total number of single-detached dwellings in the R-1 land use district of the Town of Pincher Creek may be approved as a Short-term Rentals Type 2, based on a first come first served basis.
- 31.8 The Development Authority may in its discretion, place any conditions it deems reasonable, on a development permit approved for Short-term Rentals to manage potential impacts to neighbors or ensure the use is operating within the regulations and standards of the bylaw.
- 31.9 Where approved, Short-term Rentals shall be developed and operated in accordance with the following regulations in order to ensure that the impacts of this commercial use do not unduly affect the amenities of the residential neighbourhood in which they are located:
  - (a) Short-term Rentals require a development permit except for those specially listed in Schedule 3, Development Not Requiring a Permit. A permit may be revoked at any

time if, in the opinion of a designated officer, the operator has violated any provision of this bylaw or the conditions of a permit.

- (b) On-site parking stalls shall be provided as required by the Development Authority. For Short-term Rentals Type 2, a parking layout plan must be submitted as part of the application illustrating what is available or proposed. The plan must clearly illustrate the location and size dimensions of the parking stall areas on the property.
- (c) A recreational vehicle (camper trailer) shall not be used as accommodation for the owner/operator, other residents of the property or for the Short-term Rentals guests.
- (d) The exterior appearance of a dwelling approved as a Short-term Rentals shall not be altered, renovated, or changed to make the residential dwelling significantly stand-out or be readily recognized or identified as a commercial accommodation rental unit except where limited signage may be approved as provided for in this bylaw.
- (e) Short-term Rentals shall not interfere with the rights of other neighbours and residents to quiet enjoyment of a residential neighbourhood.
- (f) Approved Short-term Rentals must apply for and maintain a current yearly municipal Business Licence from the municipality.
- (g) The Developmental Authority shall not approve a development permit for both a Short-term Rental and Bed & Breakfast on the same property.
- (h) The Development Authority may place conditions on a development permit to address or mitigate concerns with compatibility to the neighbourhood or to ensure the standards of this bylaw are being met.
- (i) The Development Authority may refuse to approve a development permit for a Short-term Rentals if they determine there are other pre-existing Short-term Rentals established in the vicinity or neighborhood and additional such use would negatively affect the neighborhood, cause traffic or parking concerns, or interfere with the residents right to peaceful enjoyment of their property.

31.10 The owner/operator of the Short-term Rental shall:

- (a) Have a valid business license and disclose their license number in all online postings and advertisements. The business license must also be posted and visible inside the dwelling to rental guests.
- (b) Keep and maintain, or have kept and maintained by a company or individual identified in the development permit application, a guest record/register that shall be reasonably available for inspection by the designated officer.
- (c) Provide personal contact information of the operator to the designated officer that is kept accurate and up to date during the duration of the active operation of the dwelling as a Short-term Rental.
- (d) Provide and maintain the on-site parking as required by the Development Authority.
- (e) Advertising related to the Short-term Rental shall not displayed until after a development permit is issued. Signage shall only be displayed as allowed for in this bylaw and includes:

- (i) one window signage, no larger than 0.4 m<sup>2</sup> (4 sq. ft.); or
  - (ii) up to one freestanding sign no more than 1.5 m (5 ft.) above ground or sidewalk grade and shall not be more than 0.4 m<sup>2</sup> (4 ft.<sup>2</sup>) in area.
  - (iii) For any signage associated with a Short-term Rental, it must be made of a material that is complementary to the principal dwelling; and
  - (iv) not be directly illuminated in any way.
- (f) Be responsible for contacting the municipal Safety Codes officials and complying with requirements applicable to the dwelling or dwelling unit conforming to the *National Building Code – Alberta Edition* as required, particularly regarding fire safety.
  - (g) Be responsible for complying with Alberta Government requirements relating to the provincial tourism levy on accommodation. The owner/operator will be required to show verification of compliance to the the Development Authority when requested.
  - (h) Be required to have valid insurance coverage for the dwelling or dwelling unit being used as a commercial rental accommodation property. The owner/operator will be required to show verification of such when requested by the Development Authority.
  - (i) Comply with any requirements and obligations relating to the *Public Health Act, Housing Regulation* as applicable.

October 7, 2022

Town of Pincher Creek  
962 St. John Ave.  
Pincher Creek, AB  
T0K 1W0

Attention: Ms. Laurie Wilgosh, CAO

Dear Ms. Wilgosh, CAO and Town Council,

Re: 1030 Livingston Way Residential - R1; Permit 21-D0044

This residence was provided with a "Discretionary Use" permit on September 21, 2021 for a two-storey duplex dwelling of 1,200 sq. ft. It was built in a raised bungalow style.

A number of residents in the north-west area of Pincher Creek (who signed a petition brought to Council at the August 22 meeting) are questioning why this multi-use building was allowed in the area of single family residential homes (Residential - R1/ P.C. Land use bylaw). I have offered to bring this to the Town's attention for resolution.

This building is not being used as a duplex for long term renters, but has been operating as a short term rental, advertised on Air BnB social media this entire summer, once the building itself was completed. We understand through our research that this building permit was issued to a party from Raymond, AB and is managed by a company out of Calgary.

*The concerns being voiced are:*

1. Householders purchased homes in this area because it was zoned for single residential homes; and,
2. The building in question has seen much use in the "A" and "B" units, sparking concerns of numerous additional vehicles and strangers in the area; safety concerns of our children; noise at all hours disturbing residents and their families; quality of life for the area; loose pets; no bylaws for this type of structure; no discussion with the neighbourhood prior to permit being issued.

We understand that the number of Short Term Rentals blossoming throughout the Town is being brought to the table at the October 11, 2022 meeting, and realize this is an issue we ask to be put forward and examined, as well.

*Thank you for you time on our community citizens' concerns.*

  
Joan Brees  


			link fence and gates	
21-D0044	1030 Livingston Way	Residential - R1	Discretionary Uses: Duplex dwellings - Two storey 1,200 ft <sup>2</sup> Duplex dwelling	21-Sep-21



# Town of Pincher Creek

## REQUEST FOR DECISION

*Council*

<b>SUBJECT:</b> Electric Vehicle Charging Infrastructure	
<b>PRESENTED BY:</b> LaVonne Rideout, Community Services	<b>DATE OF MEETING:</b> 11/14/2022

**PURPOSE:**

To receive approval to accept the Electric Vehicle Charging Infrastructure grant funding

**RECOMMENDATION:**

That Council for the Town of Pincher Creek provide formal approval to accept funding from Enel Green Power and the Southgrow Charging Program to install two Level 2 Electric Vehicle Charging stations at the Multipurpose facility.

**BACKGROUND/HISTORY:**

In the spring of 2022, the Town applied through the MCCAC electric vehicle charging program to install chargers at the multipurpose facility, community recreation facility, and public works shop. This program provided 100% funding, unfortunately, it was completely subscribed by the time Pincher Creek’s application was considered. In an effort to fulfill the desire for charging infrastructure, we have decreased the scope to just the multipurpose facility and sought out alternative funding.

Enel Green Power has donated funding to support the Town and Municipal District’s integration of electric vehicle charging infrastructure. The Southgrow Charging Program provides 46% of the funding for the charging installation, where the balance of the costs will be made up by the donation from Enel.

Enel green power operates the Castle Ridge Wind farm here in Pincher Creek and is committed to creating shared value and supporting community growth. They have already committed significant funding to other programs within the area and are continuing to show their support through this commitment to aiding our municipality expand electric vehicle infrastructure.

**ALTERNATIVES:**

To not accept the funding as outlined.

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

n/a

**FINANCIAL IMPLICATIONS:**

The station will cost about \$200 per year to keep connected to a network. There will be a charge to use the station of about \$3/hour to recover electrical costs.

**PUBLIC RELATIONS IMPLICATIONS:**

Public and visitors will feel the option to purchase an electric vehicle is supported by the Town, range anxiety will be reduced and increased electric vehicle usage will be facilitated.

**ATTACHMENTS:**

Splash park EV funding agreement (1) - 3029

**CONCLUSION/SUMMARY:**

Administration supports moving forward with the formal approval of funding from Enel Green Power and the Southgrow Charging Program to install two Level 2 Electric Vehicle Charging stations at the Multipurpose facility.

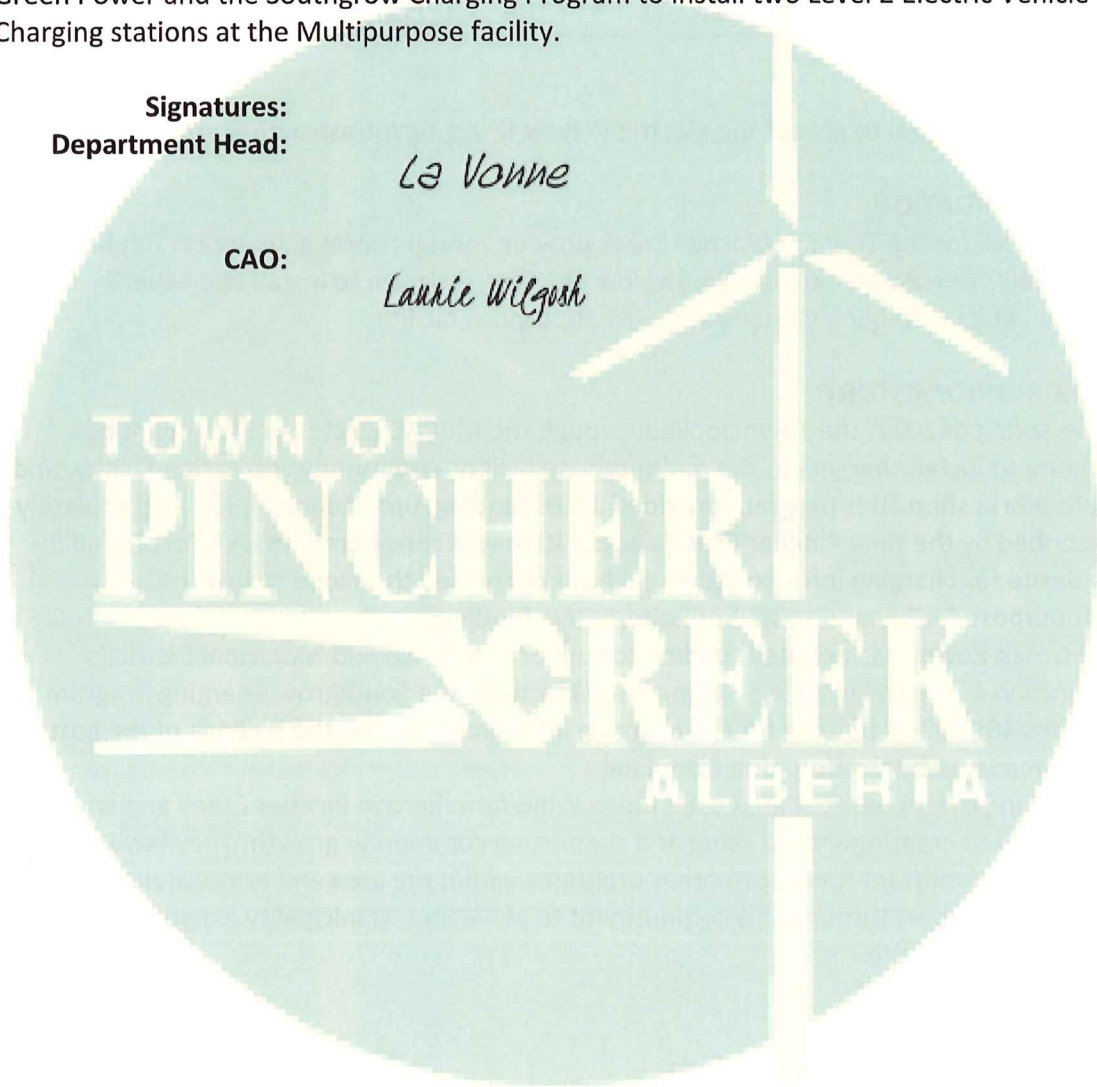
**Signatures:**

**Department Head:**

*La Vonne*

**CAO:**

*Laurie Wilgosh*



**SOUTHGROW ELECTRIC VEHICLE CHARGING PROGRAM (EVCP)  
FUNDING AGREEMENT**

**THIS AGREEMENT** (the “**Agreement**”) issued the 18 day of OCTOBER 2022.

**BETWEEN:**                                 **SouthGrow Regional Initiative**, a society duly created under the laws of Alberta

(“SGRI” or “SouthGrow”)

**AND:**   **TOWN OF PINCHER CREEK**, a **MUNICIPALITY**, duly incorporated according to the laws of Alberta

(the “**END RECIPIENT**”)

**IN WITNESS WHEREOF** the parties have executed this Agreement as of date last signed below (“**Effective Date**”). The pages that follow form the Agreement.

**SOUTHGROW REGIONAL INITIATIVE**

**TOWN OF PINCHER CREEK**

Per: \_\_\_\_\_

Name:

Title:

Date:

Per: \_\_\_\_\_

Name:

Title:

Date:

Per: \_\_\_\_\_

Name:

Title:

Date:

Per: \_\_\_\_\_

Name:

Title:

Date:

**WHEREAS:**

- A. Her Majesty the Queen in right of Canada (the “**Government of Canada**”), represented by the Minister of Natural Resources, and SouthGrow entered into an agreement, dated November 18, 2021 (the “**Zero Emission Vehicle Infrastructure Program Non-Repayable Contribution Agreement**”), whereby the Government of Canada agreed to provide SouthGrow with money as a federal grant (the “**Federal Grant**”) to administer the EVCP by SouthGrow;
- B. In the course of its mandate, SouthGrow has developed the Electric Vehicle Charging Program to encourage municipalities, business, institutions, and other eligible entities to install stations to charge on-road, passenger electric vehicles (“**EV Charging Stations**”) to support the transition to electrically-fueled transportation in the SouthGrow region and beyond;
- E. The End Recipient wishes to be a participating organization for the purposes of the EVCP that provides for the funding of partial compensation for the acquisition and installation of EV Charging Stations, as further detailed herein.

**NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS AND SCHEDULES**

- 1.1. In this Agreement, the following terms shall have the following meanings:
  - a. “**Agreement**” means this EVCP Funding Agreement and any Schedules attached hereto;
  - b. “**SGRI**” means the SouthGrow Regional Initiative, otherwise known as SouthGrow; and may include contractors delivering the program on SGRI’s behalf, such as representatives of the Municipal Climate Change Action Centre who are retained as project managers by SGRI.
  - c. “**Contractor**” means a person or company operating in the Province of Alberta that is duly qualified to carry out any or all of the activities involved in the design, procurement, construction, or installation of an EV Charging Station;
  - d. “**Effective Date**” means the date in which the Agreement takes effect.
  - e. “**Eligible Expenditures**” means only those expenditures incurred by the End Recipient and within the Eligible Expenditure Period in accordance with the terms and conditions of this Agreement;
  - f. “**Eligible Expenditure Period**” means the earlier of 12 months from the date of execution of this Agreement or when the Project is completed.

- g. **“Electrical Code Regulation”** means the Electrical Code Regulation AR 209/2006, as amended from time to time;
- h. **“End Recipient”** means the contracting party defined as **“End Recipient”** on page 1 hereof that meets the definition of a Municipality under Section 1(1)(s) of the *Municipal Government Act* RSA 2000 c M-26, or of a Business as per the Business Corporations Act, or of a Non-profit, as per the Societies Act, the Canada Not-for-profit Corporations Act, the Agricultural Societies Act, the Companies Act (Part 9, non-profit companies), the Special Acts of the Alberta Legislature, or the Special Acts of the Canadian Parliament, or of a Co-operative as per the Co-operatives Act, or of an Indigenous Community, or of an Institution, or other organization type to be evaluated on a case by case basis, or as amended from time to time; **“EOI”** is the online expression of interest form created by SGRI, as amended from time to time by SGRI, which is completed and submitted by the End Recipient to the SGRI as set forth in Section 3.1;
- i. **“Estimated Funding Contribution”** means the estimated amount for the Project, to be provided by the End Recipient as per Schedule “A”, for ;
- j. **“EV Charging Station”** means the level 2 or level 3 (3.3 kW to 100+ kW) electrical charging infrastructure needed to transfer energy to an electric vehicle battery for which funding is requested through an EVCP Application;
- k. **“EVCP”** means the Electric Vehicle Charging Program in this Agreement and as set forth in recital A. above;
- l. **“EVCP Application”** has the meaning set forth in Section 3.1 and is attached hereto as Schedule “B”;
- m. **“EVCP Project Completion Statement”** means the statement to be executed by the End Recipient to confirm the completion of the Project in the form set out in Schedule “C”;
- n. **“Federal Grant”** refers to the portion of funding sourced from the Government of Canada as set forth in recital B. above;
- o. **“Federal Obligations”** has the meaning set forth in Section 5.1 and are attached hereto as Schedule “D”;
- p. **“Final Funding Contribution”** means the final amount as set forth in the EVCP Project Completion Statement that the SGRI is to pay to the End Recipient for the sole purpose of assisting in the funding of a Project;
- q. **“Government of Canada”** or **“Canada”** has the meaning set forth in recital B. above;

- r. **“Intellectual Property”** means any intellectual property recognized by law, including any intellectual property right protected through legislation including government patents, copyright, trade-marks, and industrial designs;
- s. **“Minister”** means the Minister of Natural Resources for the Government of Canada and includes any duly authorized officers or representatives;
- t. **“Product Provider”** means the provider or manufacturer of an EV Charging Station, or any other equipment or materials included in the Project;
- u. **“Project”** means the acquisition and installation of EV Charging Station(s) for which funding is requested through a single EVCP Application;
- v. **“SGRI EVCP Guidebook”** means the guidebook developed by SGRI, as amended from time to time, to be used and referred to by the participating End Recipient for eligibility requirements, financial incentives, and program participation processes and can be accessed through SouthGrow at <https://SGRI.ca/programs/electric-vehicle-charging-program/>;
- w. **“Term”** has the meaning set forth in Section 8.1 hereof;
- x. **“Third-Party Provider”** includes a Product Provider, Contractor, or consultant that is supplying product or completing Work on behalf of the End Recipient;
- y. **“Work”** describes all activities required for the completion of the Project for which the End Recipient is seeking a funding contribution from SGRI under this Agreement.

1.2. The following Schedules shall form an integral part of this Agreement:

<b>Schedule “A”</b>	Estimated Funding Contribution
<b>Schedule “B”</b>	EVCP Application
<b>Schedule “C”</b>	EVCP Project Completion Statement
<b>Schedule “D”</b>	Federal Obligations

## 2. ROLES AND RESPONSIBILITIES

- 2.1. The End Recipient will ensure installation of the Project as set out in the EVCP Application and in accordance with the terms and conditions of this Agreement
- 2.2. The End Recipient is solely responsible for all costs and expenses associated with the Project, including all applicable taxes, and all ongoing operational expenses.

- 2.3. The End Recipient is required to accept ownership and custody of all goods purchased by the End Recipient for the Project and will maintain evidence of ownership of such goods through bills of sale, receipts, invoices, or other title documents in the records of the End Recipient in respect of the Project. SGRI may audit such records at any relevant time in accordance with any audit provisions contained in this Agreement or the schedules hereto.
- 2.4. The End Recipient acknowledges the responsibility as the owner of the EV Charging Station to provide power, maintain equipment, and ensure all equipment remains operational and connected to a network. The End Recipient must dedicate a clearly identified parking space for the purpose of charging EVs for each public EV Charging Station connector.
- 2.5. The End Recipient understands that any expenses incurred prior to or after the Eligible Expenditure Period are not Eligible Expenditures and will not be reimbursed.

### **3. EVCP APPLICATION**

- 3.1. The End Recipient agrees or, where applicable, confirms, that upon completion of the EOI, the End Recipient and its Contractor, as necessary, shall complete and submit the following information to SGRI in satisfactory form:
  - a. A completed EVCP Application attached as Schedule “B”;
  - b. A copy of purchase quotes from the Product Provider for the EV Charging Station and associated equipment, including specification sheets, as applicable;
  - c. A copy of the quote from the Contractor for the installation of the EV Charging Station(s), as applicable;
  - d. A copy of engineering and design costs related to the install, if applicable, including a detailed scope of work and rationale describing the need for additional engineering and design work; and
  - e. A photo of the exact location where the EV Charging Station is to be installed.
- 3.2. SGRI shall review the EVCP Application, and all attached documentation as described in Section 3.1 for completion, eligibility, and approval.
- 3.3. SGRI must immediately be notified of any changes to the EVCP Application including project scope, costs or otherwise, and any such changes, including changes to the Final Funding Contribution, must be approved by SGRI in writing prior to the consideration and provision of any funding.

### **4. PROJECT VERIFICATION**

- 4.1. The End Recipient agrees to provide SGRI the following documentation within twelve (12) months following the date of this Agreement:
- a. A signed EVCP Project Completion Statement, to be provided by SGRI in the form attached as Schedule “C” which shall include the following:
    - i. Information that will demonstrate how the Final Funding Contribution was used, which shall include receipts that indicate how the Final Funding Contribution (and the Federal Grant portion of the Final Funding Contribution) was applied to goods and/ services funded by SGRI (and Canada);
    - ii. A declaration as to the total amount of contributions or payments, including a total of all government funding received by the End Recipient;
    - iii. A certification that any Eligible Expenditures have been incurred and paid for by the End Recipient.
  - b. The final purchase invoice(s) displaying all costs for the associated EV Charging Station install(s) including a detailed breakdown of the Work completed, as applicable;
    - i. The invoices must, at a minimum, separate out costs associated with equipment, labour, engineering, design, permitting, inspections, signage, and GST.
  - c. Confirmation by the End Recipient that all invoices provided have been paid in full;
    - i. Proof of payment documentation must match all totals on the provided invoices and clearly demonstrate that all invoices have been paid in full. This may include accounts payable registers, electronic funds transfer (“EFT”) payment advice, cheque copies, or vendor confirmation.
  - d. Proof of completion of the EVCP public engagement requirement which requires satisfaction of the following;
    - i. Inclusion of the Project in SGRI’s web-based project showcase, to be completed by SGRI;
    - ii. Where practicable, issuing a media release for the Project or completing any other public engagement activities (e.g., ribbon cutting ceremony, website, media event, etc.) endorsed by SGRI and acknowledging all program funders;
    - iii. Add publicly available EV charging station(s) and details to PlugShare or equivalent EV charging network map, as applicable;
    - iv. A brief abstract describing the Project including one or more quotes from one of the End Recipient’s leaders, to be used for SGRI program marketing and reporting; and
    - v. Sharing of Project details and photographs on social media networks, as practicable or applicable.



- e. A set of 3 or more high resolution photographs of the EV Charging Station(s) suitable for print publication. Photographs with End Recipient staff are encouraged. The End Recipient agrees to grant permission to SGRI, including its employees, agents, assigns, or other third party as the SGRI to authorize on its behalf, the nonexclusive right to use photograph(s) and/or video(s) of any End Recipient representatives submitted through the EVCP in all forms of media, for any and all promotional purposes including publications, news releases, online, and in all other communications related to the mission of the SGRI. Editing, publication, distribution, broadcast and use of this material shall be at the sole discretion of the SGRI. The End Recipient agrees that no honorarium or any other fee for the photograph(s)/video(s) or the use of the photograph(s)/video(s) will be given. The identity of any captured individual may be included in the resources listed above as developed and published in print, electronic, or digital format, including any authorized SGRI website, such as [www.southgrow.com](http://www.southgrow.com). Consent takes effect when the funding agreement is signed.
  - f. Completion of the EVCP evaluation form, as provided by the SGRI.
  - g. Any other information or documents reasonable requested by SGRI in respect of the Project, this Agreement, or the End Recipient's use of funds pursuant to this Agreement.
- 4.2. Any End Recipient receiving any grant money under the EVCP may be contacted by the SGRI, or a third-party evaluator retained on behalf of the SGRI, to verify completion of the Project.
- a. The End Recipient must submit documentation to establish, to the satisfaction of the SGRI, that the End Recipient incurred and paid all Eligible Expenditures reported. All items on an invoice submitted by the End Recipient must be listed separately, and the cost for each eligible expense must be clearly identified.
  - b. The End Recipient must also provide any other documentation requested by SGRI. If the End Recipient fails to provide information within a reasonable time on reasonable notice, as determined by the SGRI, for the audit and evaluation of the Project, the End Recipient may be required to refund all or a portion of the payments received under the EVCP, as well as forfeit any future payments under the EVCP.
- 4.3. The SGRI, at its sole unfettered discretion, reserves the right to provide a maximum four (4) month written extension for Project completion, if the End Recipient provides a written rationale that the SGRI deems reasonable.
- 4.4. Pursuant to Section 4.1, for three years following the execution of this Agreement, the SGRI or its designees are entitled, at a reasonable time and upon reasonable notice to the End Recipient, to attend the EV Charging Station sites for the purpose

of examining items pertinent to the Project in order to assess whether the End Recipient has complied with this Agreement and the EVCP conditions, and to conduct other measurement and verification activities as SGRI may deem necessary.

- 4.5. The End Recipient agrees it shall complete a written, oral, or electronic participation survey or evaluation on its program experience prior to the disbursement of funds, if requested by the SGRI.
- 4.6. The End Recipient gives the SGRI permission to access data on EVCP-funded EV Charging Station use, including access to any online portal for monitoring system use and performance, as available and upon request.

## **5. DISBURSEMENT OF FUNDING**

- 5.1. The End Recipient agrees that the payment of the Final Funding Contribution as contemplated in this agreement is contingent upon the End Recipient complying with the terms and conditions applicable to the End Recipient as set out in the Federal Grant which have been set out in Schedule “D” to this Agreement or have otherwise been identified in this Agreement as obligations in respect of the Federal Grant (the “Federal Obligations”). The End Recipient will ensure that it complies with the Federal Obligations.
- 5.2. The SGRI agrees to reimburse the End Recipient, subject to Sections 7.1 and 10.1 hereof, compensation for certain costs associated with the completion of the Project described in the EVCP Application, in an amount equal to the Final Funding Contribution, provided that:
  - a. the Project for which the End Recipient is seeking contribution is completed within twelve (12) months of the date of this Agreement;
  - b. the End Recipient agrees to indicate that the Project was supported by the SGRI, clearly identifying the full name of the “SouthGrow Regional Initiative” in print, digital, and social media related to the Project (where practicable and applicable). The End Recipient will liaise with the SGRI to coordinate major announcements and promotions related to the Project;
  - c. all Project verification requirements, as described in Section 4.1 are satisfied; and,
  - d. the SGRI is satisfied that the nature of the Work completed was consistent with the EVCP Application.
- 5.3. Provided the End Recipient has met all the requirements in Section 5.1 above to SGRI’s satisfaction, the payment referred to in Section 5.1 above shall be payable by the SGRI within one hundred fifty (150) days subject to funding being available in the current fiscal year allotment. For greater clarity, the End Recipient remains fully liable to the Third-Party Provider with whom it engaged to complete the

Project, with the Final Funding Contribution being payable from the SGRI to the End Recipient only.

## **6. INCENTIVE STACKING RESTRICTIONS**

- 6.1. The End Recipient agrees to immediately disclose to the SGRI both the End Recipient's intention to participate as well as the actual participation in any other government programs (federal or provincial) through which any funding to be directed towards the cost of the Project is being pursued.
- 6.2. While the End Recipient may be eligible to access other government programs for funding towards the cost of the Project, the End Recipient agrees and acknowledges the amount of combined funding towards the cost of the Project from all sources shall not and cannot exceed the total Eligible Expenditures of the Project.

## **7. REMEDIES AND WARRANTIES**

- 7.1. The End Recipient shall immediately refund to the SGRI, any payment received under the EVCP not in accordance with the SGRI EVCP Guidebook and the EVCP Funding Agreement upon notice being provided to the End Recipient by the SGRI. Failure to make repayment as required by the SGRI creates a debt owing to the Government of Canada that can be set-off against any money the Government of Canada owes to the End Recipient.
- 7.2. If the End Recipient provides any false, misleading, inaccurate, or incomplete information under the EVCP, the End Recipient shall forgo all rights to benefit from the EVCP.

## **8. TERM OF AGREEMENT**

- 8.1. The term (the "**Term**") of this Agreement shall commence on the Effective Date and shall end upon fulfillment of the parties' obligations contained herein, except where the Agreement has been terminated early by the SGRI:
  - a. in the event there are no further amounts of the Federal Grant available for distribution in the circumstances set forth in Section 9.1 hereof; or
  - b. in accordance with Article 11.

## **9. CONDITIONS OF PAYMENT AND DISCLAIMER OF LIABILITY**

- 9.1. Notwithstanding anything contained herein, all funding and payment obligations of the SGRI contained herein are subject to, and conditional upon, there being a sufficient amount of the Federal Grant available for such distribution and payment. Upon execution of this Agreement and confirmation from the End Recipient of the scope and cost of the Project to be implemented, the SGRI shall take prudent steps to hold in reserve adequate funds to meet the funding obligations contained herein.

However, the End Recipient understands and agrees there may arise unanticipated events or conditions beyond the reasonable control of the SGRI that prevents the SGRI from meeting these funding obligations. **If, at the time monies are to be distributed, there are no further amounts of the Federal Grant available for distribution, then the SGRI shall not be required to make its payment obligations stated herein.** The End Recipient acknowledges its understanding that there are limited funds available which may affect its compensation entitlements and that time is of the essence.

- 9.2. The End Recipient acknowledges that SGRI is bound by the provisions of the Federal Grant and the Federal Grant is subject to there being an appropriation by Parliament for the Fiscal Year in which the payment of the monies pursuant to the Grant is to be made. Notwithstanding, any other provision of this Agreement, SGRI may reduce or cancel the payment of the Final Funding Contribution upon written notice to the End Recipient in the event that SGRI receives notice from the Government of Canada that the funding levels pursuant to the Federal Grant have been changed or cancelled in their entirety. The End Recipient and SGRI agree to amend the Project and the Eligible Expenditures for the Project in proportion to any reduction or cancellation of the Federal Grant.
- 9.3. Notwithstanding anything contained herein, the SGRI hereby expressly disclaims liability to the End Recipient except as specifically contracted for herein and for greater clarity, the SGRI does not and cannot guarantee the reliability or comprehensiveness of any information provided by the SGRI or the SGRI in relation to the Project pursuant to the terms of this Agreement or otherwise. The SGRI believes its information to be accurate and reliable but cautions that there is always new technology and information concerning EVs, EV Charging Stations, and related systems. Accordingly, the SGRI is providing all information as general information only, with no express or implied warranty or representation as to its comprehensiveness or accuracy. It is not intended to be, nor shall it be used as, a substitute for specific advice from qualified professionals.
- 9.4. The End Recipient will be responsible for managing the Project and selecting and hiring qualified Third-Party Providers. The Third-Party Providers will not be under the SGRI's care and control and accordingly, the SGRI is not, and shall not be, responsible in any way for any acts or omissions of the Third-Party Providers and the SGRI hereby disclaims any responsibility or liability in relation thereto.
- 9.5. Neither the SGRI, the SGRI, nor any of their affiliates are or will be liable to the End Recipient or to any other party for a Third-Party Provider's failure to perform, for failure of the EV Charging Station to function, for any damage to the End Recipient's premises caused by the Third-Party Provider, or for any and all damages to property or injuries to persons caused by or arising from any activities associated with the EVCP.
- 9.6. The End Recipient agrees that any agreements or arrangements between the End Recipient and the Third-Party Provider, in relation to procurement, construction

and/or installation of the Project or supplying product or completing Work on behalf of the End Recipient, shall be at the End Recipient's sole risk and the End Recipient shall be solely responsible to pay all amounts owing to the Third-Party Provider in relation to the Project or otherwise.

- 9.7. The End Recipient agrees that for a period of five years after the last rebate had been issued, the End Recipient shall not sell, lease, or otherwise dispose of, directly or indirectly, any EV Charging Station(s) to any entity, without the prior written approval of SGRI, which may be reasonably withheld. The End Recipient may be required to reimburse the federal governments via SGRI, for any funds received from SGRI, if at any time within five years from the last rebate date, the End Recipient sells, leases, or otherwise disposes of, directly or indirectly, any component of the EV Charging Station(s), purchased, acquired, constructed, in whole or in part, as a result of or in connection with the EVCP.
- 9.8. The End Recipient agrees that the Project and all EV Charging Station(s) are and will be compliant with the Electrical Code Regulation, and any other municipal, provincial or federal laws or regulations, as amended from time to time.
- 9.9. The End Recipient is responsible for ensuring all EV Charging Station installation sites have the appropriate electrical capacity for safe and long-term operation.

## **10. INDEMNIFICATION**

- 10.1. The End Recipient agrees to assume all responsibility and liability for the legal duty to consult with Aboriginal groups, and where appropriate, to accommodate Aboriginal groups' concerns. Further, the End Recipient hereby indemnifies and holds harmless the SGRI from any and all claims, compensation, damages, injuries or costs (including legal fees on a solicitor and his own client basis), that may arise from Canada or any Aboriginal group if the legal duty to consult has not been met.

## **11. DEFAULT AND TERMINATION**

- 11.1. The following events shall be considered an event of default of the End Recipient (each a "Default"):
  - a. a breach of any of the terms and conditions set out in this Agreement and failure to rectify such breach within 10 days from the date that the End Recipient provides notice to the End Recipient; and
  - b. a breach of any of the provisions contained in Schedule D to this Agreement and failure to rectify such breach within 10 days from the date that the End Recipient or the Government of Canada provides notice to the End Recipient (a "Federal Breach").
- 11.2. In addition to any other right of termination granted to SGRI in this Agreement, SGRI shall be permitted to terminate this agreement immediately on the occurrence of a Default or on the termination of the Federal Grant by Canada.

- 11.3. Notwithstanding the foregoing, if the Agreement is terminated as a result of a Federal Breach or as a result of the termination of the Federal Grant, SGRI may, at its option, elect to terminate this Agreement only in respect of the portions of this Agreement that pertain to the Federal Grant and continue to provide the that portion of the Final Contribution Payment that remains after removing the portion attributable to the Federal Grant, subject to the End Recipient's compliance with the remainder of this Agreement. The End Recipient shall be solely responsible for any portion of the expenses pertaining to the Project that have not been covered by the Final Contribution Payment or such portion of the Final Contribution Payment that is paid to the End Recipient as a result of this section 11.3.
- 11.4. Notwithstanding the expiry or termination of this Agreement, the following clauses shall survive the expiration or termination of this Agreement for an additional (3) years:
- a. Article 9 (*Disclaimer of Liability*)
  - b. Article 10 (*Indemnity*)
  - c. Article 12 (*Retention of Records*)
  - d. Schedule D (*Federal Obligations*)

**12. RETENTION OF RECORDS**

- 12.1. The End Recipient will retain all books, records and supporting documents relating to the Project, including Eligible Expenditures, for three (3) years following the completion of the Project and will provide access to SGRI to such documents, upon request, for auditing and program evaluation purposes.

**13. GENERAL PROVISIONS**

- 13.1. Notices. Any notice, demand or request required or permitted to be given hereunder shall be in writing and shall be deemed effective one (1) business day after having been emailed or faxed, or four (4) business days after having been mailed by prepaid, registered or certified mail, return receipt requested, to the following addresses:

SGRI:	c/o SGRI	End Recipient:	Town of Pincher Creek
	PO Box 27068		Pincher Creek Town Office
	70 Oxford Road W.		962 St. John Avenue, Box 159
	Lethbridge, AB T1K 4V4		Pincher Creek, AB, T0K 1W0
	info@southgrow.com		

- 13.2. Independent Contractors. It is expressly agreed between the parties hereto that the SGRI and the End Recipient are contracting as separate entities and neither are

agents or legal representatives of any other for any purpose whatsoever nor shall either one of them represent itself as having any power to any way bind or obligate the other party or to assume or create any expressed or implied obligation or responsibility on behalf of the other party.

- 13.3. Currency. All dollar amounts in this Agreement are expressed in Canadian funds.
- 13.4. Time of Essence. Time shall be of the essence of this Agreement.
- 13.5. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter contained herein and supersedes all prior representations, understandings and agreements, written or oral.
- 13.6. Counterparts. This Agreement may be executed in counterparts and a facsimile or portable document format signature shall be deemed an original, and all counterparts shall be construed together as one Agreement.
- 13.7. Successors and Permitted Assigns. This Agreement shall not be assignable by the End Recipient without the prior written consent of SGRI. This Agreement shall ensure to the benefit of and shall be binding on and enforceable by SGRI and its respective successors and assigns.
- 13.8. Severability. Each provision of this Agreement is hereby declared to be separate, severable and distinct. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the remainder of this Agreement shall not be affected thereby and shall be applied and construed as if such invalid, illegal or unenforceable provision had been omitted unless such provision or provisions are so material that its or their invalidity, illegality or unenforceability would materially change the transactions contemplated hereby so as to make them unreasonable and contrary to the intentions of the parties.
- 13.9. Amendments and Waivers. No amendment or waiver of any provision of this Agreement shall be binding on either party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver unless otherwise provided.
- 13.10. Governing Law. This Agreement shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein.

**SCHEDULE “A”**  
**ESTIMATED FUNDING CONTRIBUTION**

Estimated Funding Contributions will be determined in accordance with the terms and conditions described in the SGRI EVCP Guidebook.

In Summary:

1. The SGRI agrees to pay a rebate amount (\$) in accordance with the rates defined in Tables A.1 and A.2 below.
2. All costs must be paid prior to reimbursement and the End Recipient must satisfy the Project verification requirements set forth in Section 5 of the Agreement.
3. The total maximum EVCP funding available to be distributed to a single End Recipient will not exceed ONE HUNDRED THOUSAND (\$100,000) for the EVCP’s lifetime.

**Table A.1: EVCP Rebate Structure**

<b>Charger Type</b>	<b>Technology Conditions</b>	<b>Rebate</b>
Networked Level 2 connectors 3.3 kW to 19.2 kW	Any commercially available and network-capable EV charging station certified for use in Canada. The charger must have a SAE J1772 standard plug head or be a proprietary** connector type rated for a minimum of 3.3 kW power output.	Up to 46% of total costs, to a maximum of \$5,000 per connector*
Networked Level 3 Fast Charger 20 kW to 49 kW	Any commercially available and network-capable EV charging station certified for use in Canada. The fast charger must include one or more of the following charging connector types: Combined Charging System (CCS), CHAdeMO, or be a proprietary** connector type rated for a minimum of 20 kW power output.	Up to 46% of total costs, to a maximum of \$15,000 per fast charger
Networked Level 3 Fast Charger 50 kW to 99 kW	Any commercially available and network-capable EV charging station certified for use in Canada. The fast charger must include one or more of the following charging connector types: Combined Charging System (CCS), CHAdeMO, or be a proprietary** connector type rated for a minimum of 50 kW power output.	Up to 46% of total costs, to a maximum of \$50,000 per fast charger
Networked Level 3 Fast Charger 100 kW and above	Any commercially available and network-capable EV charging station certified for use in Canada. The fast charger must include one or more of the following charging connector types: Combined Charging System (CCS), CHAdeMO, or be a proprietary** connector type rated for a minimum of 100 kW power output.	Up to 46% of total costs to a maximum of \$75,000 per fast charger

\* To qualify for Level 2 rebate funding per connector, each connector must be able to charge a vehicle and support a parking space simultaneously. Fast charging station funding is based on the number of chargers.

\*\*Proprietary connector types can represent a maximum of 75% of all charging connectors installed at the same project site. The remaining balance (25% or more) must be universal charging connectors (J1772, CCS and CHAdeMO) of the same category (i.e. level 2 or fast charger).



**Table A.2: Estimated Funding Contribution**

This Table A.2 outlines the Estimated Funding Contribution based on information provided in the EVCP Application. The Final Funding Contribution will be determined in accordance with information provided in the Project Completion Statement Schedule “C”.

<b>Project Summary</b>	<b>Number of Units</b>	<b>Estimated Cost</b>	<b>Rebate Value</b>
Networked Level 2 connectors 3.3 kW to 19.2 kW	2	\$11,736.27	\$5,398.68
Networked Level 3 Fast Charger 20 kW to 49 kW			
Networked Level 3 Fast Charger 50 kW to 99 kW			
Networked Level 3 Fast Charger 100 kW and above			
<b>Total Estimated Funding Contribution (\$)</b>		\$11,736.27	\$5,398.68

<b>End Recipient Summary</b>	
End Recipient Name	Town of Pincher Creek
Funding Received to Date (\$) <small>[Maximum \$100,000 per End Recipient]</small>	\$0.00
<b>Funding Cap Reached? (Yes/No)</b>	<b>No</b>

The Estimated Funding Contribution outlined in Table A.2 is based on the information provided by the End Recipient in the EVCP Application. The actual Final Funding Contribution is subject to change and will be determined in accordance with information provided in the Project Completion Statement and the project verification items outlined in Section 4.

**SCHEDULE "B"**  
**EVCP APPLICATION**

As per the attached.



# Electric Vehicle Charging Program (EVCP) Application Form

## INSTRUCTIONS

This application form outlines the required details to participate in the Electric Vehicle Charging Program (EVCP) as delivered by the Municipal Climate Change Action Centre (Action Centre, or MCCAC). The EVCP provides rebates to municipalities for the installation of electric vehicle charging stations in public places, on-street locations, municipal workplaces, and for municipal fleets. Please complete each portion of this form for all electric vehicle charging stations included in the project. Applications must be submitted to [contact@mccac.ca](mailto:contact@mccac.ca) along with all required attachments as indicated below. We encourage as much detail as possible. This application form allows for up to ten (10) EV charging station entries. Additional entries can be submitted through an additional application form as needed.

**Please note, retroactive funding is not available through the EVCP. Municipalities must not initiate work, sign any contracts, or begin construction until their applications have been approved in writing and funding agreements have been duly signed.** If you have any questions, please email [contact@mccac.ca](mailto:contact@mccac.ca) or your designated Action Centre representative.

## GENERAL INFORMATION:

Municipality:	<u>Pincher Creek</u>	Type:	<u>Town</u>
Contact Name:	<u>Tristan Walker</u>	Contact Title:	<u>Municipal energy manager</u>
Contact Phone:	<u>403-632-7099</u>	Contact Email:	<u><a href="mailto:energy@pinchercreek.ca">energy@pinchercreek.ca</a></u>

In Table 1, please describe your intended project including the following:

- A project description including the motivation for pursuing the project and how the project will support the community and/or municipal fleet
- A description of the installation locations, pay-for-use configurations, and the intended rate (if applicable)
- Confirmation that the install site will not be impacted by subsurface utilities such as water, gas, irrigation, or communication lines, if trenching is required
- The municipality’s approach to ensuring stations are visible, have appropriate lighting, and are accessible 24/7, 365 days per year (all if available to the public)
- Confirmation that each connector includes a dedicated EV-only parking spot with appropriate signage
- Confirmation that the municipality understands and accepts responsibility for all ongoing operational expenses including networking fees, electrical demand, electricity, and maintenance

**Table 1: Project Description**

The location of the Level 2 Ev charger for installation is targeted to areas that residents will spend significant amounts of time such as the recreation facility. This location was chosen to allow users to charge their vehicles while using the facilities and reduce range anxiety if travelling from out of town before they can return home. Additionally, integrating the chargers into the town’s facilities sends a message to residents that they are supported should they decide to purchase an electric vehicle and there will be infrastructure to charge their new vehicle.

The installation location is in the parking lot of the multipurpose facility mounted on the wall of the splash park pump house. It is scheduled to have a rate payment of approximately \$2/hour. There will be no impact from subsurface utilities.

The municipality will install signage and lighting for visibility of the chargers and include them in their information boards. Each connector will have it’s own market EV parking space. The municipality will cover all ongoing operational expenses.

In Table 2, please add details for each EV charging station. You can find the technical details on each EV charging station from the specification sheet provided by the manufacturer or contractor. Note, to be eligible for funding, **all stations must be networked EV chargers.**

Table 2: Electric Vehicle Charging Station Details									
#	Installation Location Name	Installation Location Address	Charger Brand and Model	Charge Level and Number of Connectors	Charger Plug Type	Charging Voltage (V)	Power Output (kW)	Intended Use	Pay-for-Use
1	Multipurpose Facility	867 Main Street	EnelX juicebox pro	Level 2 with 2 connectors	SAE J1772	208 or 240	1.2-11	Public	Yes
2	Enter text	Enter text	Enter text	Choose Charge Level	Choose Plug Type	Enter text	Enter text	Public or Private	Yes or No
3	Enter text	Enter text	Enter text	Choose Charge Level	Choose Plug Type	Enter text	Enter text	Public or Private	Yes or No
4	Enter text	Enter text	Enter text	Choose Charge Level	Choose Plug Type	Enter text	Enter text	Public or Private	Yes or No
5	Enter text	Enter text	Enter text	Choose Charge Level	Choose Plug Type	Enter text	Enter text	Public or Private	Yes or No
6	Enter text	Enter text	Enter text	Choose Charge Level	Choose Plug Type	Enter text	Enter text	Public or Private	Yes or No
7	Enter text	Enter text	Enter text	Choose Charge Level	Choose Plug Type	Enter text	Enter text	Public or Private	Yes or No
8	Enter text	Enter text	Enter text	Choose Charge Level	Choose Plug Type	Enter text	Enter text	Public or Private	Yes or No
9	Enter text	Enter text	Enter text	Choose Charge Level	Choose Plug Type	Enter text	Enter text	Public or Private	Yes or No
10	Enter text	Enter text	Enter text	Choose Charge Level	Choose Plug Type	Enter text	Enter text	Public or Private	Yes or No

In Table 3, please include the expected pre-GST costs in each category for each corresponding EV charging station listed in Table 2. Each cost included should be supported by itemized quotes submitted as attachments to this application. To be eligible for a rebate, municipalities must provide a final invoice and proof of payment for each item listed in Table 3 along with all other required project completion documents as outlined in the EVCP Guidebook. The MCCAC recommends evaluating two or more quotes from equipment providers and electrical contractors.

Table 3: Electric Vehicle Charging Station Cost Details						
#	Charging Station and Equipment Quote (\$)	Install and Construction Quote (\$)	Engineering and Design Costs (\$)	Permitting and Inspection Costs (\$)	Signage Costs (\$)	Total Pre-GST Cost Per EV Charging Station (\$)
1	6666.55	3900	340	350	479.72	11736.27
2	Enter text	Enter text	Enter text	Enter text	Enter text	Enter text
3	Enter text	Enter text	Enter text	Enter text	0	Enter text
4	Enter text	Enter text	Enter text	Enter text	Enter text	Enter text
5	Enter text	Enter text	Enter text	Enter text	Enter text	Enter text
6	Enter text	Enter text	Enter text	Enter text	Enter text	Enter text
7	Enter text	Enter text	Enter text	Enter text	Enter text	Enter text
8	Enter text	Enter text	Enter text	Enter text	Enter text	Enter text
9	Enter text	Enter text	Enter text	Enter text	Enter text	Enter text
10	Enter text	Enter text	Enter text	Enter text	Enter text	Enter text



The Action Centre must be **immediately** notified of any deviation(s) from this application form. A duly executed amendment to the Funding Agreement could be required depending on the degree of change to the project scope, completion date, or other project aspects.

**Equipment operation commitment:** The undersigned municipality acknowledges the responsibility as the station owner to provide power, maintain equipment, and ensure each EV charging station remains operational and connected to a network. The undersigned municipality agrees that for five years after receiving an EVCP rebate, the incentivized equipment and products will not be sold, leased, or otherwise disposed of, directly or indirectly, to any entity, without the prior written approval of MCCAC, which may be reasonably withheld.

**Data sharing agreement:** The undersigned municipality agrees to grant the MCCAC permission to access data on the EVCP-funded EV charging station use including access to any online portal for monitoring system use and performance, as available and upon request.

**Expected project start date:** 2022-11-04

**Expected project completion date:** 2022-11-30

**Please include the following documentation as an attachment to the EVCP application, as applicable:**

- A copy of all itemized quotes for costs included in Table 3, including quotes for the EV charging station equipment and installation. A detailed scope of work description is required for engineering and design costs.
- A copy of all specification sheets (or brochures with technical information) for all EV charging station equipment.
- Proof of land ownership or long-term lease for the charging station installation site(s).
- A photo of the specific EV charging station install location(s).

The municipality identified below represents and warrants that all information contained in this EVCP application is true and correct. Dated this 18 day of October, 2022.

Pincher Creek

Per:

Name: Tristan Walker  
Title: Municipal Energy Project Lead

Per:

  
Name: Enter text  
Title: Enter text  
*RECREATION MANAGER*

**From:** [Mario Bouchard](#)  
**To:** [Energy](#)  
**Subject:** RE: Granby\_Enel-X JuiceBox PRO EV chargers quote and follow-up...  
**Date:** October 17, 2022 7:17:12 AM  
**Attachments:** [image001.jpg](#)

---

Hi Tristan,

Granby/Enel-X 48A JuiceBox Pro Level 2 chargers with Wi-Fi connectivity, hard wire hook-up, \$2,099.00 retail, ENEL-JBPRO40A-HW are 1889.10 net ea. for 2 to a municipality.

FOB Cowansville Qc, freight collect.

We do not have stock at this time, lead time will be provided at time of order.

We do have the 40A pro units in stock.

On a side note, the use of a 48A charger versus using a 40A charger in time of charging a vehicle from 20% to 80% of battery capacity is less than 20% faster...

A 96kW/h vehicle battery will take 6 hours to charge from 20% to 80% with a 40A charger versus 5 hours for a 48A charger, a 40A charger will refill a vehicle with a power consumption of 23kW/h/100km of 42km of range per hour versus only 8km more per hour of charge with a 48A charger, just some thoughts to help you clearly understand the real numbers between a 48A and 40A charger.

Let me know if you have any further questions.

Mario Bouchard,  
Granby Industries.

[www.granbyindustries.com](http://www.granbyindustries.com)

Sent from my Surface Pro 2

---

**De :** Energy <energy@pinchercreek.ca>  
**Envoyé :** 14 octobre 2022 11:45  
**À :** Mario Bouchard <mbouchard@granbyindustries.com>  
**Objet :** RE: Granby\_Enel-X JuiceBox PRO EV chargers quote and follow-up...

**ATTENTION:** Ce courriel provient de l'extérieur de l'organisation. Ne pas cliquer ou ouvrir les liens et pièces jointes à moins de reconnaître l'expéditeur et de savoir que le contenu est sûr.  
**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Mario – just ironing out the last details for our chargers. We have decided to wall mount one set

of two 48 amp juicebox pros instead of having them on a pedestal. Would you be able to provide what those chargers will cost please.

Thank you!

Tristan

---

**From:** Mario Bouchard <[mbouchard@granbyindustries.com](mailto:mbouchard@granbyindustries.com)>  
**Sent:** Thursday, September 29, 2022 1:03 PM  
**To:** Energy <[energy@pinchercreek.ca](mailto:energy@pinchercreek.ca)>  
**Subject:** RE: Granby\_Enel-X JuiceBox PRO EV chargers quote and follow-up...

Tristan,

Price for 1 JuicePedestal with 2 of 48A JuiceBox Pro Wi-Fi, pre-mounted to pedestal is \$8990.00 net ea. plus applicable taxes and shipping, FOB Cowansville, QC freight collect.

Note that all future JuicePedestal we will receive will be of white baked enamel paint over a Stainless Steel structure, the JuicePedestal I submitted on September 15<sup>th</sup>, 2022 was made of standard steel with white baked enamel paint, thus the lower price, while supply lasts, standard steel JuicePedestal will no longer be available once we have depleted our current inventory of JuicePedestal.

Price for JuiceBox 48A, Wi-Fi, Hardwire connection, NON PRO version is \$899.00 net ea. plus applicable taxes, FOB Cowansville, QC, freight collect. NOTE: This units doesn't allow for controlled user access, if the unit is powered, and accessible, any vehicle can connect to it and recharge his vehicle.

All prices are valid for a period of 30 days from submitted prices.

Don't hesitate if you have any questions whatsoever.

Looking forward to hearing back from you soon and to your purchase order.

Best regards,

Mario Bouchard,  
Granby Industries.

[www.granbyindustries.com](http://www.granbyindustries.com)

Sent from my Surface Pro 2

---

**De :** Energy <[energy@pinchercreek.ca](mailto:energy@pinchercreek.ca)>  
**Envoyé :** 28 septembre 2022 13:30



À : Mario Bouchard <[mbouchard@granbyindustries.com](mailto:mbouchard@granbyindustries.com)>

Objet : RE: Granby\_Enel-X JuiceBox PRO EV chargers quote and follow-up...

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hey Mario, just following up for pricing on these two units.

Thanks

Tristan

---

**From:** Energy

**Sent:** Friday, September 23, 2022 8:13 AM

**To:** 'Mario Bouchard' <[mbouchard@granbyindustries.com](mailto:mbouchard@granbyindustries.com)>

**Subject:** RE: Granby\_Enel-X JuiceBox PRO EV chargers quote and follow-up...

Thanks Mario!

---

**From:** Mario Bouchard <[mbouchard@granbyindustries.com](mailto:mbouchard@granbyindustries.com)>

**Sent:** Friday, September 23, 2022 6:19 AM

**To:** Energy <[energy@pinchercreek.ca](mailto:energy@pinchercreek.ca)>

**Subject:** Re: Granby\_Enel-X JuiceBox PRO EV chargers quote and follow-up...

Tristan,

I requested obtain pricing and lead time from factory for the JuicePedestals w/48A Pro units mounted and get back to you as well as on the Non-Pro 48A.

Should have that for you later today.

Thanks,

Téléchargez [Outlook pour iOS](#)

---

**De :** Energy <[energy@pinchercreek.ca](mailto:energy@pinchercreek.ca)>

**Envoyé :** Thursday, September 22, 2022 4:35:52 PM

À : Mario Bouchard <[mbouchard@granbyindustries.com](mailto:mbouchard@granbyindustries.com)>

Objet : RE: Granby\_Enel-X JuiceBox PRO EV chargers quote and follow-up...

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Mario,

Could you provide pricing for two of the 48 amp model on the juice pedestal, as well as the residential single 48 amp charger that doesn't require an RFID card or app to start the charging.

Thank you

Tristan

---

**From:** Mario Bouchard <[mbouchard@granbyindustries.com](mailto:mbouchard@granbyindustries.com)>  
**Sent:** Friday, September 16, 2022 6:24 AM  
**To:** Energy <[energy@pinchercreek.ca](mailto:energy@pinchercreek.ca)>  
**Subject:** Re: Granby\_Enel-X JuiceBox PRO EV chargers quote and follow-up...

Tristan,

Budget for the freight of one JuicePedestal to Pinchercreek, AB is estimated to be \$350, of course to be confirmed at time of order confirmation.

Talk soon,

Regards,

Téléchargez [Outlook pour iOS](#)

---

**De :** Mario Bouchard  
**Envoyé :** Thursday, September 15, 2022 4:06:14 PM  
**À :** [energy@pinchercreek.ca](mailto:energy@pinchercreek.ca) <[energy@pinchercreek.ca](mailto:energy@pinchercreek.ca)>  
**Objet :** Granby\_Enel-X JuiceBox PRO EV chargers quote and follow-up...

Hi Tristan,

Thanks for chatting with me, I hope the information shared over our conversation was helpful so you can continue to progress on your EV chargers projects in Pinchercreek.

We discussed about different Level 2 (240Vac) EV charging scenarios, one was using the Enel-X JuicePedestal and the other one using Enel JuiceStand Pro to mount the EV chargers.

We also discussed about the different EV chargers charging output, 7.6kW (32A/240Vac), 9.6kW (40A/240Vac) and 11.6kW (48A/240Vac), know that all Enel-X EV chargers can work on 208Vac, the supplied charging power will simply be 13% less.

Most EV's on the market today will have an energy consumption of between 14.7 to 20kw/100km, so on average 17kW/100km. A charger that supplies 7.6 kW of energy per hour or if you want a 32A charger will supply the EV with 45km of range for every hour of charge. In comparison with a 9.6k W or 40A charger that range increase only to 56km per hour of charge, the biggest difference is the electrical hook-up expenses for a 40A circuit for a 32A charger versus a 50A circuit for a 40A charger,

the circuit needs to be sized to 125% the rated amps of the charger by code and product specifications, that goes for any and all EV chargers out there.

Based on our discussion, we sort of established that 40A chargers were most likely be the product of choice, know that 32A in my honest opinion is plenty for the application you are looking at providing, Pinchercreek is investing this for the embitterment of its community at the municipalities expense, so its ok to be reasonable, the choice of the charger power is yours of course.

Having said that, here are some budget prices for Granby/Enel-X JuiceBox PRO Level 2 EV chargers;

Granby/Enel-X JuicePedestal with 2 of 40A JuiceBox Pro Level 2 chargers with Wi-Fi connectivity already mounted on the pedestal **\$6,899.00 net each** plus freight to Pinchercreek, AB and applicable taxes.

Granby/Enel-X 40A JuiceBox Pro Level 2 chargers with Wi-Fi connectivity, hard wire hook-up, \$2,059.00 retail, **\$1,850.00 net each**, special price to Pinchercreek municipality plus freight to Pinchercreek, AB and applicable taxes. These units come ready for wall installation, if you want hang them on some type of stand, Granby Enel-X can provide JuiceStand Pro mounting stands for the price of **\$729.00 net each**, each JuiceStand Pro can accommodate one or two JuiceBox Pro chargers.

Freight budget to Pinchercreek, AB for one JuicePedestal is estimated at (I will need to get back to you as I wasn't able to get it today), and will need to be confirmed also when purchase order is provided by customer.

JuiceBox and JuicePedestal prices are valid for 30 days from the date of this e-mail. JuiceBox Pro single units are pretty much always stock here at Granby in Cowansville, Qc. I have 40A JuicePedestals in transit, with a few quotations already out there for those, we will sell to first come/first serve or if a customer reserves his units by means of a deposit on his purchase order.

Payment terms are Electronic Funds Transfer confirmation, prior to order release, can be paid by check, proof of check clearance necessary prior to order shipping out.

Please keep in mind that for JuiceBox Pro chargers to work for users, they mandatorily require some sort of Internet connectivity through Wi-Fi, if Wi-Fi internet connectivity is not readily available at the sites where the JuiceBox Pro units will be installed, proper actions will need to be taken in order for Wi-Fi internet connectivity to be provided to the JuiceBox Pro units. We can provide JuiceBox Pro units with built-in Cell Data Internet connectivity when a single unit is installed at a site or, we can provide the Enel-X JuiceRouter, which will provide Wi-Fi connectivity to up to 16 JuiceBox Pro chargers in a same environment, the JuiceRouter uses Cell Data and provides Wi-Fi Internet connectivity, we offer very reasonable annual cell data plans for the JuiceRouter or Cell equipped JuiceBox Pro chargers.

JuiceBox Pro chargers also need to be registered onto one of 2 Enel-X web portals so users can have access to charging sessions.

**JuiceNet Business network portal** is a **SINGLE SITE / MULTI USER** network portal that allows Multi User Access Control of up to 10 JuiceBox Pro units on a single site, **annual fees of \$90 per JuiceBox Pro charger** will be billed to the JuiceNet Business portal network owner, with JuiceNet Business, the network portal owner can not proceed to re-billing to the users, it is more of a User Access Control network only, usually used in work places.

**JuiceNet Enterprise portal** is a **MULTI SITE / MULTI USER** network portal, that allows the network portal owner to manage multi sites with multi chargers at each site and **also allows for re-billing to the users, annual fees of \$175 per JuiceBox Pro charger** will be billed to the JuiceNet Enterprise portal network owner. The re-billing to users process can be done through reports generated by JuiceNet Enterprise or by means of the user's use of his credit card, the user of credit card re-billing will require that the JuiceNet network portal retains the services of a credit card management company such as 'Stripe company', fees to network owner applies.

JuiceNet network portals fees will be billed annually directly to the Network Portal owner by Enel-X.

I think you have everything pretty well laid out, this with the literature pieces I'm including should give you enough info to plan forward, I remain available should you have any further questions, a video conference call could also help further discussions as we could share screens.

Looking forward to hear back from you,

Best regards,

**Mario Bouchard**

V.-P. Business Development.

Sales and Marketing

Senior Technical Advisor

T 450 378-2334

C 819 820-4398

[mbouchard@granbyindustries.com](mailto:mbouchard@granbyindustries.com)

Email\_Signature\_GranbyIndustries65\_2019\_



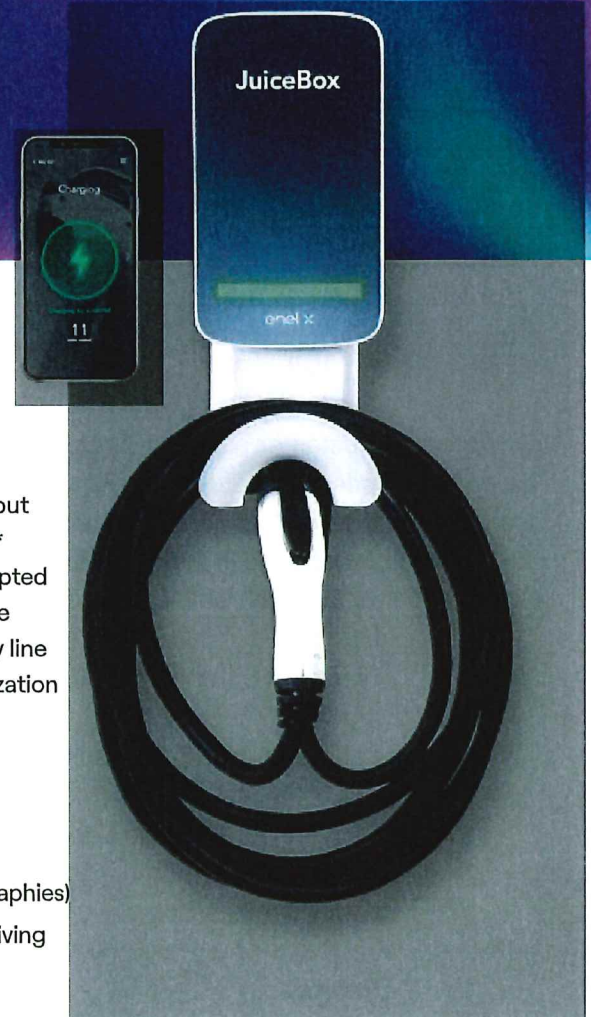
# JuiceBox<sup>®</sup> 48

Residential Charging Stations

## Charge faster at home with the high-power JuiceBox 48

JuiceBox 48 is a smart home charging station with a high maximum power output for drivers whose cars accept higher power levels, such as many Tesla models.\* The JuiceBox 48 packs 11.5 kilowatts, and automatically adjusts to an EV's accepted power level for safe, convenient home charging. JuiceBox provides easy, reliable and cost-effective charging to thousands of satisfied EV drivers and is the only line of charging stations that affords both direct user control and smart grid optimization through our software platform, JuiceNet<sup>®</sup>.

- Charge your vehicle faster with 11.5 kW maximum power output
- Control charging anywhere, anytime via our mobile app and web portal
- Reduce your energy costs by scheduling charging when rates are low
- Select a cleaner electricity mix to reduce your emissions (in applicable geographies)
- Participate in smart grid programs to further lower the cost of owning and driving your EV (in applicable geographies)



## Why JuiceBox?

### Up to 8x Faster Charging

Spend less time waiting for your EV to charge and more time enjoying the drive

### Powered by JuiceNet

Monitor and schedule charging with intuitive mobile app and web portal to save time and money

### Easy to Use and Install

Small, lightweight enclosure; lockable, quick-release mount; weatherproof for indoor/outdoor installation

### Universal Compatibility

SAE-J1772<sup>™</sup> plug ensures compatibility with all EVs\*

### Cleaner Driving

Optimize charging times and participate in smart grid programs to reduce emissions; ENERGY STAR<sup>®</sup>-certified†

### Charge Anywhere

With the JuicePass App, charge at home, or on the go!

\*Tesla requires adapter



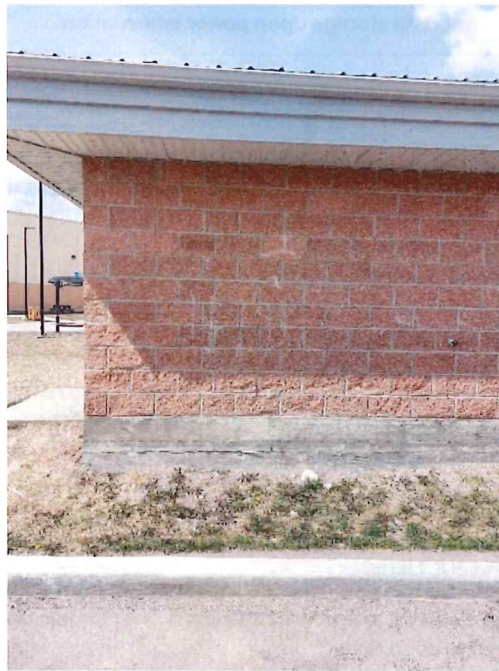
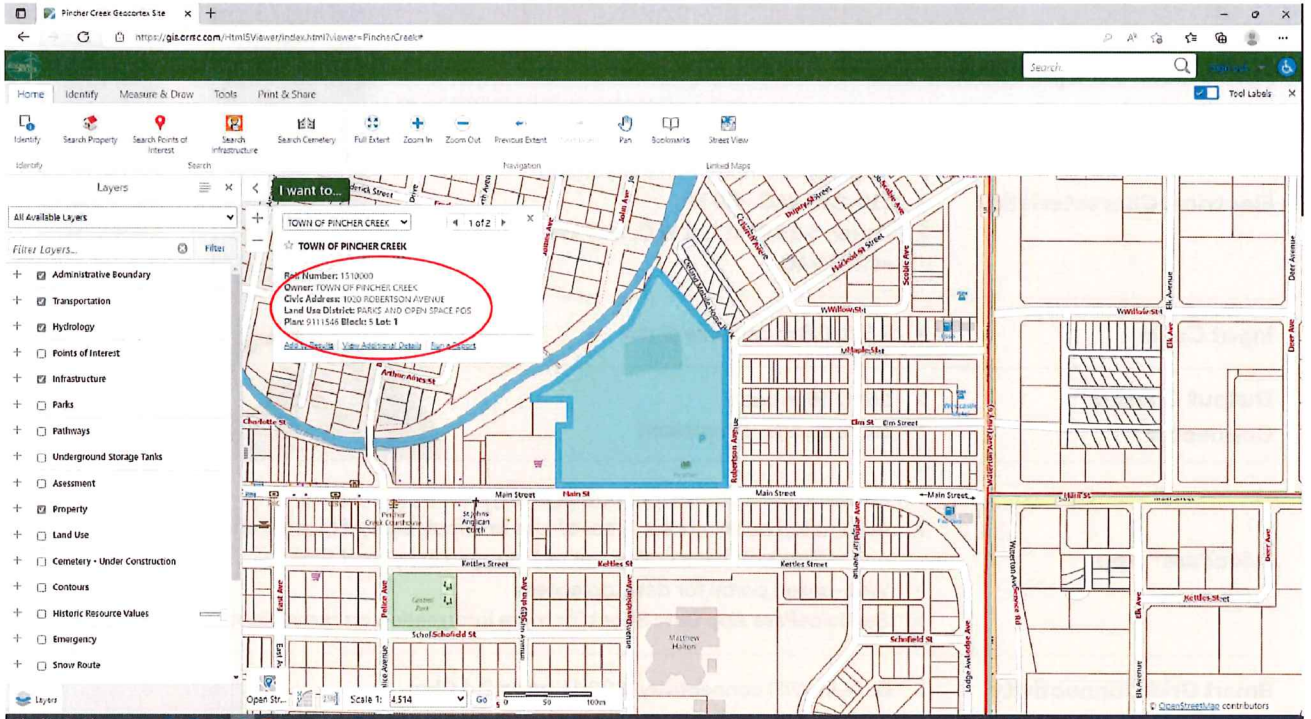
## JuiceBox 48 Specifications

<b>Electrical Characteristics</b>	<ul style="list-style-type: none"> <li>› Safety Rated: 48A Max</li> <li>› Single phase input: nominal voltage 110-240 VAC ~60 Hz</li> <li>› Power: 5.3 kW at 110 VAC, 11.5 kW at 240 VAC</li> </ul>	
<b>Input Cable</b>	› 2.5 ft/0.8 m hardwire pigtail	
<b>Output Cable &amp; Connector</b>	<ul style="list-style-type: none"> <li>› 25 ft/7.6 m cable</li> <li>› J1772 standard compliant</li> </ul>	
<b>JuicePass® App</b>	<ul style="list-style-type: none"> <li>› Precision measurement of power, energy, voltage &amp; current</li> <li>› Automated notifications: time-of-use in effect, start of charge, end of charge, unit offline, unit back online, car not plugged in by a set time</li> <li>› Web-based portal for desktop access</li> <li>› See JuicePass App Data Sheet for more information on convenient features</li> </ul>	
<b>Smart Grid Connectivity</b>	› Built-in WiFi connectivity (802.11 b/g/n 2.4 GHz)	
<b>Firmware</b>	<ul style="list-style-type: none"> <li>› End-to-end AES-256-based encrypted protocols</li> <li>› 90-day, 15-minute interval data storage</li> <li>› Over-the-air (OTA) upgradeable firmware</li> <li>› Persistent data storage upon power interruption</li> </ul>	
<b>Emissions Reduction</b>	› Available via optional JuiceNet Green software upgrade	
<b>Enclosure</b>	<ul style="list-style-type: none"> <li>› Dynamic LED lights show charging status: network connectivity, charging in progress, delayed charging, standby, charge complete/EV not drawing power</li> <li>› IP66: Weatherproof, dust-tight</li> <li>› IK10: Resistant polycarbonate case</li> <li>› Quick-release wall mounting bracket included</li> <li>› Built-in security lock and integrated cable management</li> <li>› Operating Temperature: -40°F to 140°F (-40°C to 60°C)</li> </ul>	
<b>Weight &amp; Dimensions</b>	<ul style="list-style-type: none"> <li>› Main enclosure: H: 18.5 in/469 mm x W: 6.8 in/173 mm x D: 5.8 in/147 mm</li> <li>› 17 lbs/7.7 kg</li> </ul>	
<b>Codes &amp; Standards</b>	<ul style="list-style-type: none"> <li>› FCC Part 15 Class B, NEC 625 compliant, OCPP 1.6J, ENERGY STAR®</li> <li>› OpenADR 2.0b compliant</li> </ul>	
<b>Safety</b>	› UL and cUL Listed	
<b>Warranty</b>	› 3-year limited product warranty (parts only) for use under normal residential operating conditions	
<b>Made in North America</b>	› From domestic & imported parts	

JUICEBOX and JUICENET are registered trademarks of Enel X North America, an Enel Group company. Other product and company names mentioned herein may be trademarks or trade names of their respective owners.

2022.04.26

# Pool proof of ownership and location





**SCHEDULE "C"**  
**EVCP PROJECT COMPLETION STATEMENT**

To be sent upon project completion.

**SCHEDULE "D"**  
**FEDERAL GRANT OBLIGATIONS AND TERM**

In additional to the terms contained in this Agreement, the End Recipient shall comply with each and every one of the following obligations and the End Recipient acknowledges and confirms that the obligations are a requirement of the Government of Canada in its capacity as the grantor of the Federal Grant. Both SGRI and the Government of Canada are entitled to enforce these provisions as against the End Recipient.

**D.1. Audit and Records.**

- a. *Audit.* At all times during the term of this Agreement and for a period of three (3) years following the expiration or termination of this Agreement, the End Recipient shall, at its own expense:
- i. Keep proper and accurate books, accounts and records of its revenue received and expenses incurred and paid in connection with the Project and shall keep its invoices, receipts and vouchers relating thereto;
  - ii. Keep proper and accurate records of all data, analyses, and other scientific and technical assessments and reports, and any and all information relating to the outputs and outcomes of the Project;
  - iii. On demand, make available to SGRI and the Minister such books, accounts, records, invoices, receipts, and vouchers referred to above and permit SGRI and the Minister to examine and audit and take copies and extracts from such documents;
  - iv. Allow SGRI and the Minister, at their own expense and discretion, to conduct a technical audit to verify that the proposed measures outlined in the End Recipient's EVCP Application were implemented in accordance with this Agreement; and
  - v. Allow SGRI and the Minister, at their own expense and discretion, to conduct an audit to verify the accuracy of reports submitted to SGRI or the Minister in accordance with this Agreement.

In the event that SGRI conducts the auditing conducted herein, SGRI shall have the full right to provide copies of any review, evaluation or audit reports to the Minister.

- b. *Books and Records.* The End Recipient authorizes SGRI to share with Canada this Agreement, any documents required to be delivered or actually delivered by the End Recipient to SGRI relating to this Agreement or the Project, and any books and records for the Project for accounting, reporting, auditing and program evaluation purposes.

**D.2. Intellectual Property.**

- a. *License of Intellectual Property.* The End Recipient grants a non-exclusive, irrevocable, world-wide free and royalty free license in perpetuity to SGRI for any Intellectual Property that arises in the course of the Project and authorizes SGRI to grant a sublicense (on the same basis) to such Intellectual Property to the Government of Canada as requested from time to time.
- b. *License of Reports.* The End Recipient shall supply to SGRI the Reports and the End Recipient grants to SGRI a non-exclusive, irrevocable, world-wide, free and royalty-free license in perpetuity to use, modify, and, subject to the Access to Information Act, make publicly available such reports and documents for non-commercial governmental purposes.
- c. For the purpose of this Section D.1:
  - i. **Intellectual Property** means any intellectual property recognized by law, including any intellectual property right protected through legislation including governing patents, copyright, trade-marks, and industrial design.
  - ii. **Reports** means any document, report, financial statement, certification, declaration, photographs, or other document of any kind that the End Recipient is required to deliver or actually delivers in connection with this Agreement or the Project.

D.3. **Aboriginal Consultation.** The End Recipient agrees that any legal duty to consult with Aboriginal groups affected by the Project, and where appropriate, to accommodate Aboriginal groups' concerns has been met and will continue to be met. If as a result of changes to the nature or scope of the Project, Canada determines that a legal duty to consult is triggered, the End Recipient acknowledges and agrees that all of Canada's obligations pursuant to the Zero Emission Vehicle Infrastructure Program Non-Repayable Contribution Agreement referenced in recital B. will be suspended from the moment that Canada informs either Party that a legal duty to consult arises.

- a. In the event that a legal duty to consult arises, the End Recipient agrees that:
  - a) SGRI may withhold any payment under this Agreement until Canada is satisfied that any legal duty to consult with, and where appropriate, to accommodate Aboriginal groups has been met and continues to be met;
  - b) if, as a result of such changes to the Project, Canada determines that further consultation is required, the End Recipient will work with Canada to ensure that the legal duty to consult, and where appropriate, to accommodate Aboriginal groups, is met and continues to be met to Canada's satisfaction; and
  - c) it will consult with Aboriginal groups that might be affected by the changes to the Project, explain the Project to them, including Canada's role, and will provide a report to Canada, which will include:
    - i) a list of all Aboriginal groups contacted;

ii) a summary of all communications to date with the Aboriginal groups, indicating which groups support or object to the Project, and whether their positions are final, preliminary or conditional in nature;

iii) a summary of any issues or concerns that the Aboriginal groups have raised and an indication of how the End Recipient has addressed or proposes to address those issues or concerns; and

iv) any other information Canada may deem appropriate.

D.4. **Impact Assessment.** The End Recipient represents and warrants that the Project is not a “designated project” nor a “project” according to the Canadian Environmental Assessment Act, 2012 or the Impact Assessment Act. If, within the Term, the Project becomes a “designated project” or a “project” carried out on federal land or outside of Canada according to the Impact Assessment Act, payment and SGRI’s obligations under this Agreement will be suspended until:

a. In the case of a “designated project”:

i. The Impact Assessment Agency of Canada makes a decision that no assessment of the “designated project” is required and posts that decision; or

ii. The decision statement with respect to the “designated project” that is issued to the End Recipient sets out that the effects that are indicated in the report with respect to the impact assessment of the Project are in the public interest.

b. In the case of a “project”:

i. A determination indicating that the carrying out of the Project is not likely to cause significant adverse environmental effects by the Minister or another authority referred to in the Impact Assessment Act; or

ii. If the carrying out of the Project is likely to cause significant adverse environmental effects, a decision of the Governor in Council indicates that those effects are justified in the circumstances.

and SGRI may terminate this Agreement with immediate effect by giving notice in writing to the End Recipient.

D.5. **No obligation to Request.** The End Recipient acknowledges that it will be solely responsible to request any decision to be made by the Impact Assessment Agency of Canada or the Minister to satisfy the conditions in Section D.1. Neither SGRI or Canada has any obligation to request a decision by the Impact Assessment Agency, the Minister or the Governor in Council and neither SGRI, Canada or the Minister will be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the

form of action, whether in contract, tort, or extra-contractual liability, or otherwise arising from the termination,

- D.6. **Indemnity.** Neither Canada or SGRI, nor their respective employees, officers and agents, will have liability in respect of claims of any nature, including claims for injury or damages, made by any person involved in the activities of the Project or as a result of or arising out of this Agreement, and the End Recipient will indemnify and save harmless Canada and SGRI, their respective employees, officers and agents, in respect of all claims for injury or damages arising from the Project.

# Town of Pincher Creek

## REQUEST FOR DECISION

*Council*

<b>SUBJECT:</b> APEX Utilities Inc. Franchise Fee 2023	
<b>PRESENTED BY:</b> Wendy Catonio, Director of Finance and Human Resources	<b>DATE OF MEETING:</b> 11/14/2022

**PURPOSE:**

Pursuant to Section 4(a) of the Natural Gas Distribution Franchise Agreement, the Town of Pincher Creek has the option to adjust the franchise fee percentage annually upon written notice to APEX Utilities Inc. prior to November 15, 2021.

**RECOMMENDATION:**

That Council for the Town of Pincher Creek agree that the Natural Gas Distribution Franchise Fee percentage for the year 2023 remain unchanged at 25%.

**BACKGROUND/HISTORY:**

Council reviews the Gas Distribution Franchise Fee percentage annually. Below is the history of franchise fees received.

Actual Franchise Fee 2014	\$286,790.85 (20%)
Actual Franchise Fee 2015	\$342,903.07 (25%)
Actual Franchise Fee 2016	\$389,362.53 (25%)
Actual Franchise Fee 2017	\$406,234.55 (25%)
Actual Franchise Fee 2018	\$435,326.39 (25%)
Actual Franchise Fee 2019	\$476,091.87 (25%)
Actual Franchise Fee 2020	\$490,833.79 (25%)
Actual Franchise Fee 2021	\$487,541.81 (25%)
Estimated Franchise Fee 2021	\$524,403.63 (25%)
Estimated Franchise Fee 2022	\$534,980.97 (25%)
Estimated Franchise Fee 2023	\$626,370.00 (25%)

Historically, the estimated Delivery Revenues have been higher than actual resulting in lower franchise fees then estimated.

The letter this year was only received November 1, 2022, so the Town does not have time to advertise appropriately for changing the franchise fee.

The maximum Gas Distribution Franchise Fee that a municipality can charge is 35%. A new 10 year Natural Gas Distribution Franchise Agreement became effective on September 1, 2015.

**ALTERNATIVES:**

That Council for the Town of Pincher Creek agree to increase the Natural Gas Distribution Franchise Fee for the year 2023 to \_\_\_%.

That Council for the Town of Pincher Creek agree to decrease the Natural Gas Distribution Franchise Fee for the year 2023 to \_\_\_%.

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

Franchise Fees are another form of revenue for Municipalities. This fee is collected by APEX Utilities on behalf of the Town of Pincher Creek as a charge to access municipal land to construct, maintain and operate a gas distribution system to service its residents. Franchise fees are an additional revenue stream applicable to all residents including organizations that are exempt from paying property taxes.

**FINANCIAL IMPLICATIONS:**

The Town of Pincher Creek’s Franchise Fee Revenue continues to increase due to increased demand from new growth and increases in APEX fees. Based on estimated Total Delivery Revenues of \$2,505,460, a 1% increase in the Franchise Fee will result in an additional \$25,054.60 of Franchise Fee Revenue for the Town of Pincher Creek.

**PUBLIC RELATIONS IMPLICATIONS:**

If Council decides to increase the Franchise Fee percentage, this increase must be advertised to Pincher Creek residents. This fee is viewed as another form of taxation by some municipal residents. An increase in this fee should be justified as to how the additional revenues will be utilized.

**ATTACHMENTS:**

Town of Pincher Creek - APEX - 3032

**CONCLUSION/SUMMARY:**

Administration supports that the Council for the Town of Pincher Creek approve the APEX Utilities Distribution Franchise Fee remaining unchanged at 25%.

**Signatures:**

**Department Head:**

*Wendy Catonio*

**CAO:**

*Laurie Wilgosh*



Apex Utilities Inc.  
5509 45<sup>th</sup> Street  
Leduc, AB T9E 6T6

November 1, 2022

Mayor Don Anderberg and Council  
Town of Pincher Creek  
PO Box 159  
Pincher Creek, AB T0K 1W0

Dear Mayor Anderberg and Council,

**Re: TOTAL REVENUES DERIVED FROM DELIVERY TARIFF**

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As per Section 4 (a) of the Natural Gas Distribution Franchise Agreement currently in effect between the Town of Pincher Creek and Apex Utilities Inc., this correspondence serves to fulfill the Company’s obligation to provide the Municipality with the following information:

1. The total revenues that were derived from the Delivery Tariff within the Municipal Area for the prior calendar year; and
2. An estimate of total revenues to be derived from the Delivery Tariff with the Municipal Area for the next calendar year.

This is provided to assist the Town with its budgeting process and to determine whether a percentage change to the current franchise fee is necessary for the next calendar year. If a fee percentage change is necessary, the Municipality should advise the Company in writing of the franchise fee to be charged by November 15, 2022. Failing notification, the current franchise fee percentage of 25% will remain unchanged.

	<b>2021 Actuals</b>	<b>2023 Estimates</b>
Delivery Revenues (Rate 1, 11, 2 & 12)	\$1,953,142.37	\$2,505,460.00
Delivery Revenues (Rate 3 & 13)	\$0.00	\$0.00
<b>Total Delivery Revenues</b>	<b>\$1,953,142.37</b>	<b>\$2,505,460.00</b>
<b>2021 Actual Franchise</b>	<b><u>\$488,340.00</u></b>	
<b>2023 Estimated Franchise Fee</b>		<b><u>\$626,370.00</u></b>

If you have any questions regarding this process or about the information provided, please contact me directly at (780) 980-7305 or via email at irichelh@apexutilities.ca. I look forward to hearing from you.

Sincerely,

**Apex Utilities Inc.**

Irv Richelhoff  
Supervisor Business Development



# Town of Pincher Creek

## REQUEST FOR DECISION

*Council*

<b>SUBJECT:</b> Support for Kainai/Cardston Memorandum of Understanding	
<b>PRESENTED BY:</b> Laurie Wilgosh, Chief Administrative Officer	<b>DATE OF MEETING:</b> 11/14/2022

**PURPOSE:**

For Council to support participation in the Kainai/Cardston MOU

**RECOMMENDATION:**

That Council for the Town of Pincher Creek agree to support and participate as a regional partner in the Kainai/Cardston Memorandum of Understanding

**BACKGROUND/HISTORY:**

The Town of Cardston and the Blood Tribe Kainai Nation have prepared a Memorandum of Understanding to support and develop their ongoing relations, and is meant to promote mutual respect, understanding and partnership.

The Town of Pincher Creek and other regional municipalities have been invited to support and participate in the proposed MOU.

**ALTERNATIVES:**

That Council for the Town of Pincher Creek acknowledge and consider the Memorandum of Understanding shared at a recent meeting attended by Cllr's Nodge and Green.

That Council for the Town of Pincher Creek direct administration to prepare a letter advising the Kanai Blood Tribe and the Town of Cardston that Pincher Creek is proud to support the MOU with the parties above in promoting mutual respect, understanding and collaboration.

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

N/A

**FINANCIAL IMPLICATIONS:**

N/A

**PUBLIC RELATIONS IMPLICATIONS:**

Building on a relationship of trust, respect and understanding with our Indigenous Neighbors.

**ATTACHMENTS:**

None at this time.

**CONCLUSION/SUMMARY:**

Administration supports that Council support and participate in the Cardston/Kainai MOU

**Signatures:**

**Department Head:**

*Lannie Wilgosh*

**CAO:**

*Lannie Wilgosh*





**Town of Pincher Creek  
COUNCIL DISTRIBUTION LIST  
November 14, 2022**

<b><u>Item No.</u></b>	<b><u>Date</u></b>	<b><u>Received From</u></b>	<b><u>Information</u></b>
<b>1.</b>	October 21, 2022	Alberta Counsel	At a Glance - October 21, 2022
<b>2.</b>	October 25, 2022	IBI Group	You're Invited to Western Canada's CRRBC Conference
<b>3.</b>	October 28, 2022	SASCI	Grant Specialist Report July to Sept 2022
<b>4.</b>	October 27, 2022	Citizen	Letter
<b>5.</b>	October 31, 2022	Town of Fox Creek	Minister of Justice Re Victim Services Redesign
<b>6.</b>	November 4, 2022	Utilitynet	Open Letter: Minister of Affordability and Utilities
<b>7.</b>	November 7, 2022	Alberta SouthWest Regional Alliance	AlbertaSW November Bulletin and Approved October Minutes
<b>8.</b>	November 8, 2022	Lindsey Paterson	Animal Control Quarterly Report
<b>9.</b>	October 28, 2022	M.D. of Pincher Creek	Letter re Organizational Meeting 2022
<b>10.</b>	October 13, 2022	Government of Alberta	Certificate
<b>11.</b>	September 30, 2022	The Pincher Planters	Letter