



TOWN OF PINCHER CREEK COUNCIL MEETING AGENDA

Monday, April 8, 2024 at 6:00 p.m.

Council Chambers, Town Hall

Teams Link

1. **Call to Order**

2. **Scheduled Public Hearing**

3. **Agenda Approval**

4. **Scheduled Delegations**

5. **Adoption of Minutes**

5.1 Minutes of the Regular Meeting of Council held on March 25, 2024 (Page 2)

5.2 Minutes of the Special Meeting of Council held on March 25, 2024 (Page 8)

6. **Business Arising from the Minutes**

6.1 Oldman Rose Society Fencing Request (Page 10)

7. **Bylaws**

7.1 Water Utility Bylaw (Page 19)

8. **New Business**

8.1 Street Name Consideration – Subdivision (Page 67)

8.2 Communities in Bloom Committee Terms of Reference (Page 88)

8.3 Bellecrest Day 2024 (Page 92)

8.4 Snow Management Community Engagement Survey (Page 95)

8.5 Oldman Watershed Council Contribution Request (Page 106)

9. **Council Reports**

9.1 Upcoming Committee Meetings and Events

10. **Administration**

10.1 Distribution List (Page 109)

10.2 Strategic Plan Administrative Action Plan (Page 119)

10.3 2023 Budget Adjustments (Page 130)

10.4 Approval of 2023 Financial Statements (Page 132)

10.5 2024 Mill Rate Discussion (Page 168)

11. **Closed Session Discussion**

11.1 Old RCMP Purchase Offer - FOIP S.24

12. **Notice of Motion**

13. **Adjournment**

The next Regular Council Meeting is scheduled for April 22, 2024 AT 6:00 p.m.



REGULAR MEETING OF COUNCIL
Held on Monday March 25, 2024
In Person & Virtually,
Commencing at 6:00 p.m.

IN ATTENDANCE:

Mayor: D. Anderberg

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

Staff: D. Henderson, Chief Administrative Officer; W. Catonio, Director of Finance and Human Resources; A. Hlady, FCSS; B. Millis, Safety & HR Manager; K. Kozak, Planning and Development Officer; A. Grose, Recreation Manager; and K. Green, Executive Assistant

1. CALL TO ORDER

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

2. SCHEDULED PUBLIC HEARING

3. AGENDA APPROVAL

GREEN:

That Council for the Town of Pincher Creek agree to add 11.1 Minister Shultz to the March 25, 2024 Regular Council meeting agenda.

CARRIED 24-126

CLELAND:

That Council for the Town of Pincher Creek accept the March 25, 2024 Regular Council meeting agenda as amended.

CARRIED 24-127

4. DELEGATIONS

- 4.1 South Canadian Rockies
- 4.2 Koreena Fibke (No Show)

5. ADOPTION OF MINUTES

5.1 Minutes of the Committee of the Whole held on March 6, 2024

CLELAND:

That Council for the Town of Pincher Creek approves the Minutes of the Committee of the Whole held on March 6, 2024 as presented.

CARRIED 24-128

5.2 Minutes of the Regular Meeting of Council held on March 11, 2024

GREEN:

That Council for the Town of Pincher Creek approves the Minutes of the Regular Meeting of Council held on March 11, 2024 as amended.

CARRIED 24-129

5.3 Minutes of Special Council Meeting held on March 14, 2023

NODGE:

That Council for the Town of Pincher Creek approves the Minutes of Special Council Meeting held on March 14, 2023 as presented.

CARRIED 24-130

6. BUSINESS ARISING FROM THE MINUTES

6.1 Community Housing Committee: Amended Terms of Reference

OLIVER:

That Council for the Town of Pincher Creek adopt the amended Community Housing Committee Terms of Reference to include economic development and community interest.

CARRIED 24-131

6.2 Signage Request from Class 6A Canyon School

NODGE:

That Council for the Town of Pincher Creek direct administration to investigate costs and grant possibilities to add Blackfoot language on two Town welcome signs and the mayor to respond to each student's letter.

CARRIED 24-132

6.3 Lebel Mansion Windows

NODGE:

That Council for the Town of Pincher Creek agrees to direct Administration to review Lebel Mansion Municipal Historic Resource Designation Bylaw 1614-14 regarding windows as character defining elements, research a cost estimate for non-historical windows, review estimated cost of all phases of the window replacement project and bring back to the April 22, 2024 Council Meeting.

CARRIED 24-133

T. Walker joined meeting at 6:34pm

6.4 Lebel Mansion Solar Array

NODGE:

That Council for the Town of Pincher Creek agrees to provide formal approval of the Enel Grant and to proceed with the installation of Solar Array at the Lebel Mansion for a total project cost up to \$19,000 to be funded from grants.

CARRIED 24-134

7. BYLAWS

7.1 Council Code of Conduct Bylaw 1622-24

OLIVER:

That Council for the Town of Pincher Creek agree and give first reading to Council Code of Conduct Bylaw 1622-24.

CARRIED 24-135

NODGE:

That Council for the Town of Pincher Creek agree and give second reading to Council Code of Conduct Bylaw 1622-24.

CARRIED 24-136

NODGE:

That Council for the Town of Pincher Creek unanimously agree to present Council Code of Conduct Bylaw 1622- 24 for third and final reading at the March 25, 2024 regular meeting of Council.

CARRIED UNANIMOUSLY 24-137

NODGE:

That Council for the Town of Pincher Creek agree and give third and final reading to Council Code of Conduct Bylaw 1622- 24 and that a copy of which be attached here to forming part of the minutes.

CARRIED 24-138

7.2 Municipal Borrowing Bylaw 1570-24

NODGE:

That Council for the Town of Pincher Creek agree to give first reading to the Municipal Borrowing Bylaw #1570-24.

CARRIED 24-139

OLIVER:

That Council for the Town of Pincher Creek agree to give second reading to the Municipal Borrowing Bylaw #1570-24.

CARRIED 24-140

NODGE:

That Council for the Town of Pincher Creek upon unanimous consent, agree to present the Municipal Borrowing Bylaw #1570-24 for third and final reading.

CARRIED UNANIMOUSLY 24-141

WRIGHT:

That Council for the Town of Pincher Creek agree to give third and final reading to the Municipal Borrowing Bylaw #1570-24, and that a copy be attached hereto and form part of the minutes.

CARRIED 24-142

*Mayor Anderberg called a recess at 7:31pm
Mayor Anderberg called the meeting back at 7:39pm*

8. NEW BUSINESS

8.1 Flag Policy & Lease Agreement Review

GREEN:

That Council for the Town of Pincher Creek accept the Flag Protocol Policy 145-05 review, Lebel Mansion lease review and Town of Westlock flagpole and crosswalk bylaw process for information.

CARRIED 24-143

8.2 Phone System

WRIGHT:

That Council for the Town of Pincher Creek approve introducing an automated phone service to provide more efficient customer service to the public.

CARRIED 24-144

8.3 Curling Club Meeting

GREEN:

That Council for the Town of Pincher Creek accept the Curling Club Community Recreation & Event Centre building project update for information.

CARRIED 24-145

8.4 Funding for Pincher Creek Emergency Services land and building purchase

WRIGHT:

That Council for the Town of Pincher Creek agree to change the funding sources for the \$1,150,000 as follows:

Fire Reserve - 23-00-00-4760 \$125,000

Municipal Sustainability Grant \$589,478.35

Local Government Fiscal Framework: \$435,521.65

CARRIED 24-146

9. COUNCIL REPORTS

9.1 Upcoming Committee Meetings and Events

BARBER:

That Council for the Town of Pincher Creek accept the Upcoming Committee Meetings and Events as information.

CARRIED 24-147

Mayor Anderberg called special meeting of council for CAO Interview on April 9, 2024 at 5pm

Mayor Anderberg called special meeting of council for Land Use Bylaw Review on April 25, 2024 at 6pm

10. ADMINISTRATION

10.1 Council Information Distribution List

OLIVER:

That Council for the Town of Pincher Creek accepts the March 25, 2024 Council Information Distribution List as information.

CARRIED 24-148

NODGE:

That Council for the TOPC direct Administration to bring the Oldman Watershed Council contribution request to the April 8, 2024 regular council meeting.

CARRIED 24-149

11. CLOSED MEETING DISCUSSION

GREEN:

*Regular Council Meeting
March 25, 2024*

That Council for the Town of Pincher Creek agrees to move out of closed session of Council on March 25, 2024 at 8:31 pm in accordance with sections 24 of the Freedom of Information and Protection of Privacy Act.

CARRIED 24-151

11.1 Minister Shultz– FOIP S. 24

OLIVER:

That Council for the Town of Pincher Creek accepts the Minister Shultz update as information.

CARRIED 24-152

12. NOTICE OF MOTION

13. ADJOURNMENT

WRIGHT:

That this meeting of Council on March 25, 2024 be hereby adjourned at 8:31 pm.

CARRIED 24-153

MAYOR, D. Anderberg

CAO, D. Henderson

**APPROVED BY RESOLUTION
OF THE COUNCIL OF THE
TOWN OF PINCHER CREEK,
THIS 8th DAY OF APRIL 2024**

S E A L

*Regular Council Meeting
March 25, 2024*

**NEXT REGULAR MEETING OF COUNCIL TO BE HELD ON
MONDAY APRIL 8, 2024 AT 6:00 P.M.**

DRAFT



SPECIAL COUNCIL MEETING
Held on March 25, 2024
In Person & Virtually,
Commencing at 3:30 p.m.

IN ATTENDANCE:

Mayor: D. Anderberg

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

Staff: D. Henderson, Chief Administrative Officer

1. CALL TO ORDER

Mayor Anderberg called the meeting to order at 3:35pm.

2. AGENDA APPROVAL
GREEN:

That Council for the Town of Pincher Creek approve the March 25, 2024, Special Council meeting agenda as presented.

CARRIED 24-122

3. NEW BUSINESS

4. CLOSED SESSION
NODGE:

That Council for the Town of Pincher Creek agree to move into closed session of Council on March 25, 2024 at 3:36 pm in accordance with section 24 of the Freedom of Information and Protection of Privacy Act, with the Chief Administrative Officer and Doug Lagore in attendance.

CARRIED 24-123

CLELAND:

That Council for the Town of Pincher Creek agrees to move out of closed session of Council on March 25, 2024 4:45 at pm in accordance with sections 24 of the Freedom of Information and Protection of Privacy Act.

CARRIED 24-124

5. ADJOURNMENT
GREEN:

That this meeting of Council on March 25, 2024 be hereby adjourned at 4:45 pm.

CARRIED 24-125

MAYOR, D. Anderberg

CAO, D. Henderson

**APPROVED BY RESOLUTION
OF THE COUNCIL OF THE TOWN OF PINCHER CREEK,
THIS 8th DAY OF APRIL 2024 S E A L**

**NEXT REGULAR MEETING OF COUNCIL TO BE HELD ON
MONDAY APRIL 8, 2024 AT 6:00 P.M.**



Town of Pincher Creek

REQUEST FOR DECISION

Council or Committee of the Whole

SUBJECT: Oldman Rose Society Fencing Request	
PRESENTED BY: Adam Grose, Recreation Manager	DATE OF MEETING: 4/8/2024

PURPOSE:

To review the fencing request by the Oldman Rose Society, and provide direction on how to proceed.

RECOMMENDATION:

That Council for the Town of Pincher Creek agrees in principle to having a fence installed around the Rose Garden, and invite the Rose Society back to a future Council Meeting to present their fencing options including a proposed funding formula and thank the Rose Society for their contributions to community beautification.

BACKGROUND/HISTORY:

At the April 11th, 2023 regular meeting of Council, Kay Wier from the Oldman Rose Society came as a delegation to Council to discuss their request for fencing around the rose garden located at 696 Kettles Street (East of the Lebel Mansion)

At the April 24th, 2023 regular meeting of Council it was moved 'That Council for the Town of Pincher Creek direct administration to research fencing options and pricing for this site and bring back to a future council meeting.' CARRIED - 23-160.

At the June 12, 2023 regular meeting of Council it was moved 'That Council for the Town of Pincher Creek direct administration to schedule a meeting between Council, Administration, Allied Arts Council, and the Oldman Rose Society once we have the fencing costs.' CARRIED 23-257

At the June 26, 2023 regular meeting of Council it was moved 'That Council for the Town of Pincher Creek receive fencing pricing as information with thanks.' CARRIED 23-294

At the February 26, 2024 regular meeting of Council it was moved 'That Council for the Town of Pincher Creek review deer fencing and other control options at the March 25 Council Meeting.' CARRIED 24-089

Administration has met with both the Allied Arts Council and the Oldman Rose Society on 2 separate occasions, once on November 7 and 8, 2023, and again on March 11 and 12, 2024.

The Allied Arts has expressed some serious concerns regarding fencing the entire footprint of the Lebel Mansion grounds, citing issues with access as gates would be required, snow removal, and have a negative impact on the overall aesthetic of the building. If a fence would be required, their preference would be to have it just located around the Rose Garden, and match the existing historical look of the fence.

The Oldman Rose Society had been divided as to whether a fence around the whole site or just the Rose Garden would be preferable. However, at Council's April 3, 2024 Committee of the Whole meeting, a delegation stated that around the Rose Garden was preferred. Administration gave the Rose Society information on several grants options including CFEP, the Lethbridge Foundation and the Joint Funding Process. The Rose Society agreed to get local pricing on fencing options and bring back to administration.

ALTERNATIVES:

That Council for the Town of Pincher Creek receive the Oldman Rose Society rose garden fencing request as information.

That Council for the Town of Pincher Creeks agrees to have a fence installed around the Rose Garden, and directs Administration to work with the Rose Society on their fencing options including a proposed funding formula and thank the Rose Society for their contributions to community beautification.

That Council for the Town of Pincher Creek defer the Oldman Rose Society rose garden fencing request to the 2025 budget negotiations.

IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:

The lease agreement with the Town will need to be revised before fencing is built to ensure appropriate areas are defined. If the fencing is only six feet high, a development permit will not be required.

FINANCIAL IMPLICATIONS:

Currently there is no money allocated to this project in the 2024 budget. Administration received fencing costs and have been projected at \$12,000-\$24,000 for a fence around the Rose Garden.

The Rose Society has yet to provide formal fencing quotes, however, has indicated a local contractor has quoted around \$6,000 for this fence.

PUBLIC RELATIONS IMPLICATIONS:

Communication with the Allied Arts Council will be important as it impacts their viewscape.

ATTACHMENTS:

Town of Pincher Creek - Black Chain Link 06-15-23 - 3365

Town of Pincher Creek- Ornamental 06-15-23 - 3365

CONCLUSION/SUMMARY:

Administration supports bringing rose garden fencing issue back to a future Council Meeting for final decision, once the Rose Society has funding in place.

Signatures:

Department Head:

Adam Grose

CAO:

Doug Henderson



Mailing:
P.O Box 754
Coaldale, Alberta
T1M 1M7
Bus: 403-360-1526
Email- admin@dhfencing.ca

Shop:
1209 - 11 St.
Coaldale, Alberta

Date: June 15 / 2023
Name: Adam Grose - Rose Garden Black Chain Link
Address: Town of Pincher Creek
Phone number: 403-627-4322
Email address: recmanager@pinchercreek.ca

RE: 200' x 6' High Black Chain Link Fence w / 1 x Man Gate

Thank you for this opportunity to provide an estimate.
If you have any questions, do not hesitate to contact DH Fencing.

Item	Description	Quantity	Unit Price	Total Quote
Install	Supply & Install 6' High Black Chain Link Fence	200	\$62.32	\$12,464.00
	-Drill & set all posts in concrete			
	Supply & Install 6' High Black Chain Link Gate 3-4' Wide	1	\$985.54	\$985.54
	-Includes all hardware			
			SUBTOTAL	\$13,449.54

Estimated by: Chris Robertson

We are happy to provide one free quote per project. Any additional quote is \$50.00 paid in advance of the quote being completed. The fee will be applied to your fence project upon invoicing.

*** Please note the following conditions will apply to this quotation:

- Final invoicing is based on actual measured footage of completed project
- GST is not include in estimate price
- This price is for the 2023 construction season and based on frost free soil conditions
- Due to the volatile material market, estimates are valid for 7 days
- Bonding is available upon request, and not included in the estimate
- Minimum 14 days notice to mobilize to site
- Location, ground conditions and other unforeseen obstacles may alter the price of the estimate given.
- We are happy to provide on free estimate per project. Additional estimates are \$50.00 paid in advance the estimate being completed. The fee will be credited to your project upon invoicing.
- Please review Fence Installation Conditions



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Coaldale, Alberta
T1M 1M7
Bus: 403-360-1526
Email: admin@dhfencing.ca

Shop:
1209 11 Street
Coaldale, Alberta

DH Fencing Terms and Conditions

FENCE INSTALLATION CONDITIONS:

- DH Fencing Ltd guarantees the above contract work to be free from defects in materials and workmanship for one year. However, this is voidable if malicious/intentional misuse or vandalism has occurred.
- DH Fencing Ltd will not be held responsible for storm or strong wind damage. It is considered a strong wind when gusts are over 100km/h. If damage occurs in these conditions, it becomes an insurance claim.
- DH Fencing Ltd distributes many manufacturer's products. All applicable warranties are provided by the manufacturer. A copy of such warranty will be provided upon written request from the purchaser. It is the purchaser's sole responsibility to determine sufficiency of the applicable manufacturer's product warranty.

CHANGES:

- This proposal has been arranged as a total package and any alterations/deletions, may require a new estimate/proposal or change order to be re-issued.
- Once construction has begun, any additions or changes made by the purchaser will be subject to additional charges. These charges will be discussed prior to undergoing changes. If the purchaser has any concern or feedback in relation to contract work, DH Fencing Ltd requests that the purchaser contact the DH Fencing Project Manager at 403-360-1526 at their earliest convenience.

RETURNS:

- Refunds are applied as a credit to the customers account. No cash back refunds.
- Returns must be made within 30 days of purchase with a copy of the original invoice. No returns will be accepted after 30 days.
- A 20% restocking fee applies to all returned items.
- All powder coated material and special order materials are non-cancellable. There will be absolutely no deposit refund for material that has been expressly produced for a specific order.
- Returned merchandise must be in reasonable condition, and in the original packaging. DH Fencing Ltd will not accept return of, or issue credit for goods that appear used in part or total.
- DH Fencing Ltd reserves the right to inspect all returned material and issue final determination as to its condition.

SITE CONDITIONS:

- Fence line shall be free of brush, debris or other obstructions prior to the start of fence erecting. DH Fencing Ltd is not responsible for loose footing or settlement issues due to un-compacted site conditions. Vehicle access to complete fence line is required and assumed, unless specified by the purchaser.
- Irrigation heads and lines must be clearly marked with flags and paint by the purchaser prior to the start of work. DH Fencing Ltd is not responsible for damage to unmarked heads or buried lines.

- Installation price does not include picking up and removing from site, excavated earth and debris from posthole auguring. Material will be spread and distributed around the excavation holes, unless specifically noted.
- Downtime for the installation crew on the job site, caused by the purchaser not having fence line cleared, will be charged an extra \$185.00 per crew hour - minimum 1 hour.
- In the event that removal of existing fence is not a part of the agreed upon scope of DH Fencing Ltd's work, the customer is responsible to have the fence removed prior the start of construction. In the event this is not the case when DH Fencing crew arrives, either the project will be rescheduled or removal will be charged out at \$185.00 per crew hour - minimum 1 hour.
- Proposals are based on normal frost-free conditions. **They are also based on normal ground conditions.** Where rocks, unusual soil conditions, pavement, sidewalks, foundations or hidden obstructions are encountered or not specified by the purchaser, an extra charge will apply.
- If hydro-vac services are required due to conflicts with underground utilities or other circumstances, these costs will be born by, and charged directly to the purchaser. Additionally, the purchaser will be billed 15% for administration costs. If additional concrete and time are required, the extra amount will be billed back to the purchaser, as it was not accounted for in the original proposal.

INSTALLATION:

- Barbwire overhangs (if applicable) will point outwards from the fenced property and the fence line will be erected one foot inside the given property line to accommodate, unless otherwise directed in writing from the purchaser.
- If the purchaser requests, or it is required that the fence be attached to any structures such as the home, garage or any buildings or walls; DH Fencing Ltd shall be held harmless for any damage resulting from such attachment.
- In the event of any masonry or rendered surfaces cracking during core drilling for fence installation, DH Fencing Ltd shall not be held responsible.
- Fence and curb elevations may vary due to the asymmetrical terrain along a fence line. When this is present the default is to follow the lay of the land, which may result in varying gaps from the bottom of fence to ground level. DH Fencing Ltd will agree to step up/down fence sections upon written request by purchaser or where site conditions deem necessary.
- Children, animals, pets and livestock are the sole responsibility of the purchaser during the installation period.
- Fence style is the decision of the purchaser(s). DH Fencing Ltd will simply offer advice regarding style and colour.
- DH Fencing Ltd will make every effort to install the purchaser's fence at the agreed upon date. However, DH Fencing Ltd will not be responsible for any delays in start date due to events that are beyond control, including weather.
- DH Fencing Ltd is not responsible to locate official boundaries. Purchaser is responsible to provide a RPR or contact a surveyor for proper fence placement.

- DH Fencing Ltd will contact Alberta One Call to preform underground utility locate prior to digging holes. DH Fencing Ltd. is not responsible for locating utilities on the property that One Call will not locate, or secondary/private utilities. DH Fencing Ltd. will work with the property owner to assist in locating secondary utilities if it is determined that they exist. Locating charges may apply. DH Fencing Ltd is not responsible for damage to undisclosed utilities.

SUPPLY ONLY PACKAGES:

- DH Fencing will base all supply package material quantities on the information provided by the customer. Therefore, DH Fencing will not be responsible for any miscalculation of material required for the project.
- Customer is responsible to ensure that order quantities are correct based on the pick sheet provided and that material is free of defects prior to removing it from DH Fencing property.
- Customer assumes responsibility of installation quality of supply only products. Warranty does not extend beyond that of the material.
- DH Fencing Ltd assumes no responsibility for the installation of supply only packages.
- Delivery is the responsibility of the customer to arrange and pay for. Damages that occur during shipping are between the customer and the delivery company.
- DH Fencing retains no responsibility for material once it leaves the DH Fencing property.
- DH Fencing will call customers when their order is ready for pick up. Any orders remaining on DH Fencing yard beyond 1 week will be subject to a storage fee of 3% weekly on the invoice total.

PAYMENT:

- This estimate is open for acceptance for a period of 7 days from the date of the proposal.
- On completion of work, final measurements will be taken and invoiced accordingly. For lump sum estimates, the lump sum will be billed out for the estimated amount. If there have been additions in footages made to the estimate, the adjusted length will be prorated and invoiced as an addition to the lump sum.
- Confirmation of this proposal/contract is accepted when purchaser pays the requested deposit. Your project will be scheduled once deposit has been received.
- Custom orders require a 50% deposit.
- DH Fencing Ltd assumes the purchaser has consulted with any adjoining neighbours and checked with local council as to whether approval is required for any fencing work to be carried out by DH Fencing Ltd.
- Full payment is due upon completion of work.
- All goods and materials remain the property of DH Fencing Ltd until complete payment has been received.
- Payment can be made by cash, debit, cheque, e-transfer or credit card. Please note that credit card payments over \$2000.00 per project will incur a 3% transaction fee.
- Invoice amounts outstanding over 30 days are subject to 3% interest charge.

Customer accepts and understands these conditions and acknowledges that they are an important part of the contract between the customer and DH Fencing Ltd.

Print Name: _____

Dated: _____

Authorized Signature: _____



Mailing:
P.O Box 754
Coaldale, Alberta
T1M 1M7
Bus: 403-360-1526
Email- admin@dhfencing.ca

Shop:
1209 - 11 St.
Coaldale, Alberta

Date: June 15 / 2023
Name: Adam Grose - Rose Garden Ornamental
Address: Town of Pincher Creek
Phone number: 403-627-4322
Email address: recmanager@pinchercreek.ca

RE: 200' x 6' High Montage Plus Black Ornamental Fence w / 1 x Man Gate

Thank you for this opportunity to provide an estimate.

If you have any questions, do not hesitate to contact DH Fencing.

Item	Description	Quantity	Unit Price	Total Quote
Install	Supply & Install 6' High Montage Plus Ornamental Fence	200	\$110.93	\$22,186.00
	Supply & Install 6' High Montage Plus Ornamental Gate	1	\$1906.60	\$1,906.60
			SUBTOTAL	\$24,092.60

Estimated by: Chris Robertson

We are happy to provide one free quote per project. Any additional quote is \$50.00 paid in advance of the quote being completed. The fee will be applied to your fence project upon invoicing.

*** Please note the following conditions will apply to this quotation:

- Final invoicing is based on actual measured footage of completed project
- GST is not include in estimate price
- This price is for the 2023 construction season and based on frost free soil conditions
- Due to the volatile material market, estimates are valid for 7 days
- Bonding is available upon request, and not included in the estimate
- Minimum 14 days notice to mobilize to site
- Location, ground conditions and other unforeseen obstacles may alter the price of the estimate given.
- We are happy to provide on free estimate per project. Additional estimates are \$50.00 paid in advance the estimate being completed. The fee will be credited to your project upon invoicing.
- Please review Fence Installation Conditions



Mailing:
P.O Box 754
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T1M 1M7
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Email: admin@dhfencing.ca

Shop:
1209 11 Street
Coaldale, Alberta

DH Fencing Terms and Conditions

FENCE INSTALLATION CONDITIONS:

- DH Fencing Ltd guarantees the above contract work to be free from defects in materials and workmanship for one year. However, this is voidable if malicious/intentional misuse or vandalism has occurred.
- DH Fencing Ltd will not be held responsible for storm or strong wind damage. It is considered a strong wind when gusts are over 100km/h. If damage occurs in these conditions, it becomes an insurance claim.
- DH Fencing Ltd distributes many manufacturer's products. All applicable warranties are provided by the manufacturer. A copy of such warranty will be provided upon written request from the purchaser. It is the purchaser's sole responsibility to determine sufficiency of the applicable manufacturer's product warranty.

CHANGES:

- This proposal has been arranged as a total package and any alterations/deletions, may require a new estimate/proposal or change order to be re-issued.
- Once construction has begun, any additions or changes made by the purchaser will be subject to additional charges. These charges will be discussed prior to undergoing changes. If the purchaser has any concern or feedback in relation to contract work, DH Fencing Ltd requests that the purchaser contact the DH Fencing Project Manager at 403-360-1526 at their earliest convenience.

RETURNS:

- Refunds are applied as a credit to the customers account. No cash back refunds.
- Returns must be made within 30 days of purchase with a copy of the original invoice. No returns will be accepted after 30 days.
- A 20% restocking fee applies to all returned items.
- All powder coated material and special order materials are non-cancellable. There will be absolutely no deposit refund for material that has been expressly produced for a specific order.
- Returned merchandise must be in reasonable condition, and in the original packaging. DH Fencing Ltd will not accept return of, or issue credit for goods that appear used in part or total.
- DH Fencing Ltd reserves the right to inspect all returned material and issue final determination as to its condition.

SITE CONDITIONS:

- Fence line shall be free of brush, debris or other obstructions prior to the start of fence erecting. DH Fencing Ltd is not responsible for loose footing or settlement issues due to un-compacted site conditions. Vehicle access to complete fence line is required and assumed, unless specified by the purchaser.
- Irrigation heads and lines must be clearly marked with flags and paint by the purchaser prior to the start of work. DH Fencing Ltd is not responsible for damage to unmarked heads or buried lines.

- Installation price does not include picking up and removing from site, excavated earth and debris from posthole auguring. Material will be spread and distributed around the excavation holes, unless specifically noted.
- Downtime for the installation crew on the job site, caused by the purchaser not having fence line cleared, will be charged an extra \$185.00 per crew hour - minimum 1 hour.
- In the event that removal of existing fence is not a part of the agreed upon scope of DH Fencing Ltd's work, the customer is responsible to have the fence removed prior the start of construction. In the event this is not the case when DH Fencing crew arrives, either the project will be rescheduled or removal will be charged out at \$185.00 per crew hour - minimum 1 hour.
- Proposals are based on normal frost-free conditions. **They are also based on normal ground conditions.** Where rocks, unusual soil conditions, pavement, sidewalks, foundations or hidden obstructions are encountered or not specified by the purchaser, an extra charge will apply.
- If hydro-vac services are required due to conflicts with underground utilities or other circumstances, these costs will be born by, and charged directly to the purchaser. Additionally, the purchaser will be billed 15% for administration costs. If additional concrete and time are required, the extra amount will be billed back to the purchaser, as it was not accounted for in the original proposal.

INSTALLATION:

- Barbwire overhangs (if applicable) will point outwards from the fenced property and the fence line will be erected one foot inside the given property line to accommodate, unless otherwise directed in writing from the purchaser.
- If the purchaser requests, or it is required that the fence be attached to any structures such as the home, garage or any buildings or walls; DH Fencing Ltd shall be held harmless for any damage resulting from such attachment.
- In the event of any masonry or rendered surfaces cracking during core drilling for fence installation, DH Fencing Ltd shall not be held responsible.
- Fence and curb elevations may vary due to the asymmetrical terrain along a fence line. When this is present the default is to follow the lay of the land, which may result in varying gaps from the bottom of fence to ground level. DH Fencing Ltd will agree to step up/down fence sections upon written request by purchaser or where site conditions deem necessary.
- Children, animals, pets and livestock are the sole responsibility of the purchaser during the installation period.
- Fence style is the decision of the purchaser(s). DH Fencing Ltd will simply offer advice regarding style and colour.
- DH Fencing Ltd will make every effort to install the purchaser's fence at the agreed upon date. However, DH Fencing Ltd will not be responsible for any delays in start date due to events that are beyond control, including weather.
- DH Fencing Ltd is not responsible to locate official boundaries. Purchaser is responsible to provide a RPR or contact a surveyor for proper fence placement.

- DH Fencing Ltd will contact Alberta One Call to preform underground utility locate prior to digging holes. DH Fencing Ltd. is not responsible for locating utilities on the property that One Call will not locate, or secondary/private utilities. DH Fencing Ltd. will work with the property owner to assist in locating secondary utilities if it is determined that they exist. Locating charges may apply. DH Fencing Ltd is not responsible for damage to undisclosed utilities.

SUPPLY ONLY PACKAGES:

- DH Fencing will base all supply package material quantities on the information provided by the customer. Therefore, DH Fencing will not be responsible for any miscalculation of material required for the project.
- Customer is responsible to ensure that order quantities are correct based on the pick sheet provided and that material is free of defects prior to removing it from DH Fencing property.
- Customer assumes responsibility of installation quality of supply only products. Warranty does not extend beyond that of the material.
- DH Fencing Ltd assumes no responsibility for the installation of supply only packages.
- Delivery is the responsibility of the customer to arrange and pay for. Damages that occur during shipping are between the customer and the delivery company.
- DH Fencing retains no responsibility for material once it leaves the DH Fencing property.
- DH Fencing will call customers when their order is ready for pick up. Any orders remaining on DH Fencing yard beyond 1 week will be subject to a storage fee of 3% weekly on the invoice total.

PAYMENT:

- This estimate is open for acceptance for a period of 7 days from the date of the proposal.
- On completion of work, final measurements will be taken and invoiced accordingly. For lump sum estimates, the lump sum will be billed out for the estimated amount. If there have been additions in footages made to the estimate, the adjusted length will be prorated and invoiced as an addition to the lump sum.
- Confirmation of this proposal/contract is accepted when purchaser pays the requested deposit. Your project will be scheduled once deposit has been received.
- Custom orders require a 50% deposit.
- DH Fencing Ltd assumes the purchaser has consulted with any adjoining neighbours and checked with local council as to whether approval is required for any fencing work to be carried out by DH Fencing Ltd.
- Full payment is due upon completion of work.
- All goods and materials remain the property of DH Fencing Ltd until complete payment has been received.
- Payment can be made by cash, debit, cheque, e-transfer or credit card. Please note that credit card payments over \$2000.00 per project will incur a 3% transaction fee.
- Invoice amounts outstanding over 30 days are subject to 3% interest charge.

Customer accepts and understands these conditions and acknowledges that they are an important part of the contract between the customer and DH Fencing Ltd.

Print Name: _____

Dated: _____

Authorized Signature: _____



Town of Pincher Creek

REQUEST FOR DECISION

Council or Committee of the Whole

SUBJECT: Water Utility Bylaw 1631-22	
PRESENTED BY: Lisa Goss, Legislative Service Manager	DATE OF MEETING: 4/8/2024

PURPOSE:

For Council to consider amendments to the Water Utility Bylaw 1631-22 as per Council resolution 23-358.

RECOMMENDATION:

That Council for the Town of Pincher Creek agree and give first reading to Water Utility Bylaw 1631-24.

BACKGROUND/HISTORY:

On July 26, 2023, the Town of Pincher Creek enacted a Stage 2 Water Restriction under Water Utility Bylaw 1631-22. The step was taken due to extremely low flow rates in both the Castle River and Pincher Creek. The forecast at that time expected high temperatures and no precipitation, the preventative measures were taken to ensure the continuation of water supply for the Town.

On August 11, 2023 correspondence was received by the Mayor from the President of the Pincher Creek Golf Club Society requesting that additional watering be allowed at the golf course outside of the restrictions.

At a Special Meeting of Council held on August 16, 2023 the following resolution was passed (23-358)

"That Council for the Town of Pincher Creek develop a bylaw amendment for Bylaw 1631 Water Utility Bylaw in regard to the Golf Course request as discussed and bring back to Council."

Section 6.2(iii) of the current bylaw states that the CAO may declare different stages of Outdoor Water Use Restrictions in different areas. In addition, the current bylaw also states that "All other water usage will be permitted at the discretion of the CAO." (pg 41)

The Government of Alberta requested municipalities to develop and enforce bylaws for water conservation and restrictions in times of water shortage and drought. The current bylaw identified stages of water restrictions but did not identify the strategy for

implementation of the restrictions. Update of the bylaw provides the opportunity to clarify the trigger points for implementation of water restrictions.

ALTERNATIVES:

That Council for the Town of Pincher Creek direct administration to further amend Water Utility Bylaw 1631-24 prior to second and or third reading.

That Council for the Town of Pincher Creek agree and give second reading to Water Utility Bylaw 1631-24.

That Council for the Town of Pincher Creek unanimously agree to present Water Utility Bylaw 1631-24 for third and final reading at the April 11, 2024 regular meeting of Council.

That Council for the Town of Pincher Creek agree and give third and final reading to Water Utility Bylaw 1631-24 and that a copy of which be attached hereto forming part of the minutes.

IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:

The Municipal Government Act, Division 3 Public Utilities, outlines municipal requirements for providing utility services.

The Town is further governed by the Alberta Water Act, Environmental Protection and Enhancement Act, and operating approvals issued by Alberta Environment.

FINANCIAL IMPLICATIONS:

None at this time.

PUBLIC RELATIONS IMPLICATIONS:

Bylaw amendments provide clarity on the trigger points for water restriction stages to meet Government of Alberta requirements for a drought management plan and provide clarity for public understanding of the background requirements for different stages of water restrictions.

ATTACHMENTS:

1631-24 Water Utility Bylaw DRAFT - 3344

CONCLUSION/SUMMARY:

Administration supports that Council for the Town of Pincher Creek agree and give first reading to Water Utility Bylaw 1631-24.

Signatures:

Department Head:



CAO:

Doug Henderson



**TOWN OF PINCHER CREEK
WATER UTILITY BYLAW**

#1631-242

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BYLAW #1631-242
of the
TOWN OF PINCHER CREEK
A BYLAW OF THE MUNICIPALITY OF THE
TOWN OF PINCHER CREEK, IN THE PROVINCE OF ALBERTA,
FOR THE PURPOSE OF REGULATING THE WATER SYSTEM WITHIN THE
MUNICIPALITY OF THE TOWN OF PINCHER CREEK

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

AND WHEREAS the *Municipal Government Act*, being Chapter M-26, R.S.A. 2000 and amendments thereto, authorizes a municipality to pass Bylaws for municipal purposes respecting the safety, health, and welfare of people and the protection of people and property;

AND WHEREAS the *Municipal Government Act*, being Chapter M-26, R.S.A. 2000 and amendments thereto, authorizes a municipality to pass Bylaws for municipal purposes respecting the enforcements of bylaws including providing for inspections to determine if bylaws are being complied with;

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

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

1. DEFINITIONS AND INTERPRETATION

1.1 Title

- a) This Bylaw may be cited as the “Water Utility Bylaw”.

1.2 Purpose

The purposes of this Bylaw include the following:

- a) To supply and distribute water to residents, industrial and commercial users, and all other Customers in the Town of Pincher Creek;
- b) To supply and distribute water for fire protection within the Town of Pincher Creek;
- c) To protect the Water System and its processes from damage, obstruction, or loss of efficiency;
- d) To provide for a system of rates, fees, and charges for various types of use of the Water System; and

- e) _____ To provide for a system of Permits or other permissions that facilitate the imposing of conditions regarding use of the Water System.
- e) f) To control water usage during emergencies and periods of drought to protect both the Town of Pincher Creek and downstream users.

1.3 Definitions

In this Bylaw, unless the context otherwise requires:

- a) BACKFLOW means the flowing back or reversal of the normal direction of flow in either the Water System or a Customer's Plumbing System.
- b) BYLAW means Bylaw #1631 also known as the Water Utility Bylaw.
- c) CAO means the Chief Administrative Officer of the Town of Pincher Creek as appointed by Town Council and includes any Person authorized by them to act for or carry out the duties of the CAO to the extent that authorization is given.
- d) COMBINED WATER SERVICE means a water service which supplies water for both domestic use and for a fire protection system in the same Premises.
- e) COUNCIL means the Council of the Town of Pincher Creek elected pursuant to the provisions of the *Local Authorities Elections Act*.
- f) CROSS CONNECTION means any temporary, permanent, or potential water connection that allows or may allow Backflow to occur.
- g) CROSS CONNECTION CONTROL DEVICE means a Backflow prevention device approved by the CAO that prevents Backflow.
- h) CUSTOMER means any Person, any other municipal corporation, the Government of Alberta, or the Government of Canada, whose property is connected to the Water System or any lessee or Occupant of such property, or any Person who requests water services or has applied for an account or is otherwise responsible for paying such account for water services.
- i) CUSTOMER'S PLUMBING SYSTEM means the system of pipes, fittings, valves, and appurtenances that conveys potable water between the Water Service Connection and the Water Supply outlets.
- j) FOOD AND BEVERAGE ESTABLISHMENT means an establishment where food is prepared or liquor is served, or both, for consumption on the Premises or as part of a "take-out food service".
- k) HYDRANT CONNECTION UNIT means the locked box supplied by the Town to a Hydrant User which is used to withdraw water from a fire hydrant, and which contains a Water Meter, valves, pipes, and fittings, and which may or may not contain a Cross Connection Control Device for the prevention of Backflow.
- l) HYDRANT USER means any Person authorized by the CAO to obtain water from a fire hydrant for a purpose other than emergency fire protection.
- m) MASTER CONTROL VALVE means the water valve within a building on a Customer's Parcel, usually located near the Water Meter or point of entry of the Water

Service Connection, which, when closed, does not allow the flow of water in the building.

- n) **NEGATIVE IMPACT** means impairment of or damage to, or the ability to cause impairment to:
- the Water System;
 - human health or safety;
 - property; or
 - the environment.
- o) **NON-RESIDENTIAL METERED** means a Premises connected to the Water System where the Premises is classified as anything other than those described under the Residential Metered definition, including but not limited to:
- multi-family developments containing more than one (1) residential unit, with a single Water Meter;
 - mixed-use developments, metered by the Town;
 - commercial uses, metered by the Town;
 - industrial uses, metered by the Town;
 - churches, metered by the Town;
 - schools, metered by the Town; or
 - properties owned and operated by non-profit organizations, metered by the Town.
- p) **OCCUPANT** includes an Owner of a Premises where that Owner resides or carries on a business within a Premises and includes any Person or corporation residing or carrying on a business, or both, within a Premises either as a lessee or pursuant to a license of occupation, where that Premises is connected to the Water System.
- q) **ON-SITE WATER MAIN** means an underground water pipe which forms part of the Customer's water distribution network.
- r) **OWNER** means a Person who is one or more of the following:
- the registered Owner of the land; or
 - a purchaser of the land whose interest as a purchaser is shown on the certificate of title to that land.
- s) **PARCEL** means the aggregate of one or more areas of land described in a certificate of title.
- t) **PEACE OFFICER** means a member of the Royal Canadian Mounted Police, Community Peace Officer, or Bylaw Enforcement Officer as appointed by the Town of Pincher Creek.

- u) PERMIT means a form of approval, in writing, issued by the CAO as applicable.
- v) PERSON includes any individual, partnership, firm, corporation, municipality, association, society, political or other group, and the heirs, executors, administrators, or other legal representatives of a Person to whom the context can apply according to law.
- w) PINCHER CREEK RIPARIAN AREA means all of the land owned by the Town of Pincher Creek, upstream of the Pincher Creek raw water intake, as set out in the shaded area on the map attached to this Bylaw in Schedule “D”.
- x) POTABLE WATER means water which originates from a source or tap connected to a Town Water Main.
- y) PREMISES includes lands and buildings or both, or a part thereof.
- z) PREMISES-ISOLATING means a Cross Connection Control Device installed on the incoming water service prior to any water use.
- ~~aa)~~ aa) RAW WATER means water in its natural state prior to any treatment.
- ~~aa)bb)~~ bb) REMEDIAL ORDER means a Remedial Order written pursuant to section 545 of the *Municipal Government Act*.
- ~~bb)cc)~~ cc) RESIDENTIAL METERED means a Premises connected to the Water System used for residential purposes, including:
 - a single-family dwelling, individually metered by the Town;
 - a modular and/or manufactured home, individually metered by the Town; or
 - multi-family developments containing more than one (1) residential unit, with each unit having individual Water Meters.
- ~~ee)dd)~~ dd) TOWN means the municipal corporation of the Town of Pincher Creek.
- ~~dd)ee)~~ ee) UTILITY and shall mean and include, as the context may require:
 - the supply of water;
 - the provision of wastewater collection and treatment;
 - the provision of storm drainage collection, treatment, and disposal; or
 - the provision of solid waste management services including garbage collection and recycling services.
- ~~ee)ff)~~ ff) WATER CHARGE means a charge levied pursuant to the provisions of this Bylaw that include monthly service charges and/or usage charges as outlined in Schedule “A” to this Bylaw.
- ~~ff)gg)~~ gg) WATER MAIN means a water pipe in the street, public thoroughfare or easement area granted to the Town, which forms part of the Water System and delivers the Water Supply to Water Service Connections.

- ~~gg)hh)~~ WATER METER means a device owned and installed by the Town, or approved by the CAO that measures the volume of water used by a Customer; and which may or may not incorporate a remote-reading device.
- ~~hh)ii)~~ WATER SERVICE CONNECTION means a water pipe which connects a Customer's Parcel or Premises to a Town Water Main.
- ~~ii)jj)~~ WATER SERVICE VALVE means the Town-owned water valve located on the Water Service Connection which enables the Town to turn on or off the Water Supply to a Customer's Premises.
- ~~jj)kk)~~ WATER SUPPLY means the supply of Potable Water and/or Raw Water delivered to Customer's Parcel or Premises through the Water System.
- ~~kk)ll)~~ WATER SYSTEM means the system owned and operated by the Town for the purpose of collection and treatment of source water and delivery of Potable Water and/or Raw Water to Customers.

1.4 Interpretation

- a) All references in this Bylaw shall read with such changes in number and gender as may be considered appropriate according to whether the reference is made to any gender, or a corporation or partnership.
- b) Every provision of this Bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalid for any reason by a Court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.
- c) Any headings, sub-headings, or tables of contents in this Bylaw are included for guidance purposes and convenience only and shall not form part of this Bylaw.
- d) All schedules attached to this Bylaw shall form part of this Bylaw.
- e) Where this Bylaw cites or refers to any other Act, bylaw, regulation, agency, organization, or publication, the citation or reference is to the Act, bylaw, regulation, agency, organization, or publication as amended, whether amended before or after the commencement of this Bylaw, and includes reference to any Act, bylaw regulation, agency, organization, or publication that may be substituted in its place.
- f) Any contract between the Town and a Customer with respect to the supply of water shall be subject to this Bylaw.

1.5 Compliance with Other Laws

- a) Nothing in this Bylaw relieves a Person from complying with any provision of any federal or provincial law or regulation, agency, organization, other bylaw, or any requirement of any lawful permit, order, or license.

2. GENERAL

2.1 Continuation of the Water System

- a) The Town having constructed, operated, and maintained a Water System as a public Utility shall continue, insofar as there is sufficient plant capacity and supply of water,

to supply water, upon such terms as Council considers advisable, to any resident or industry or other Customer within the municipality situated along any water main:

- i. where a service currently exists; and
- ii. upon a written request by the Owner, Occupant, or other Person in charge of a residence, industry, or building.

2.2 Obligations of the Owner

- a) The Town does not guarantee the pressure, nor the continuous supply of water and the Town reserves the right at any and all times without notice to change operating water pressures and to shut off water.
- b) Where a water service is continued or initiated pursuant to this Bylaw, the Owner shall be responsible for:
 - i. providing the Water Service Connection from the property line or boundary of an easement granted to the Town for its Water System to the Customer's Plumbing System;
 - ii. ensuring that the connections referred to in subsections i. and ii. are in compliance with the provisions of this Bylaw;
 - iii. ensuring that the connection referred to in subsections i. and ii. and the remainder of the Customer's Plumbing System comply with the *Safety Codes Act* (R.S.A. 2000, c. S-1) and any regulations passed pursuant to that Act;
 - iv. ensuring that any permits, inspections, or approvals required pursuant to the *Safety Codes Act*, regulations passed pursuant to that Act, any bylaw or any other applicable legislation have been conducted or obtained and are valid and subsisting, prior to connection to the Water System; and
 - v. ensuring that such connection does not interfere with the operation of the Water System.
- c) Customers depending upon a continuous and uninterrupted supply or pressure of water or having processes or equipment that require particularly clear or pure water shall provide such facilities, as they consider necessary to ensure a continuous and uninterrupted supply pressure or quality of water required for their use.
- d) In making an application pursuant to this Bylaw, no Person shall give false information.
- e) Every Person who relies on a written approval issued pursuant to this Bylaw has the onus of proving that they were the holder of a valid and subsisting approval.
- f) An Owner is responsible for all costs associated with any of the following:
 - i. the implementation of any measures taken, or required to be taken, by either the Owner or the Town to meet the requirements of this Bylaw;
 - ii. damage or harm to the Water System resulting from the Owner's contravention of the requirements of this Bylaw.

2.3 Obligation to Report

- a) A Person is required to report to the Town any connections or equipment located on a Premises that do not comply with the requirements of the *Safety Codes Act* or this Bylaw.

2.4 Limitation of Liability

- a) The Town, its contractors, servants and agents, or employees shall not be liable for damages or loss suffered by any Person due to the operation of the Water System, unless such damages or loss are shown to be directly due to the negligence of the Town or its employees, and without limiting the generality of the foregoing, shall not be liable for damages or loss resulting from any of the following:
 - i. the settlement of any excavation or trench made for the installation, maintenance, or repair of any part of the Water System, or any damage or loss resulting from such settlement;
 - ii. the break of any Water Main, Water Service Connection, or other pipe;
 - iii. the disruption of any supply of water from the Water System when such disruption is necessary in connection with the repair or maintenance of the Water System;
 - iv. the change in water pressure;
 - v. water containing sediments, deposits, or other foreign matter; or
 - vi. the disruption or cutting off of the Water Supply in the event of an emergency.

3. AUTHORITY

3.1 Authority of the CAO

- a) The CAO may:
 - i. establish a system for the billing and collection of any rates, charges, and fees in relation to the Water System.
 - ii. establish rates, charges, or fees for any work done or service or material supplied for the construction, installation, connection, disconnection, maintenance, inspection, repair, or replacement of any of the following:
 - a. Any part of the Water System;
 - b. Any part of a Customer's Plumbing System located on private property.
 - iii. establish standards and guidelines for the maintenance and physical operations of the Water System.
 - iv. establish standards, guidelines and specifications for the design, construction, and management of the Water System.

- v. enter into contracts for the installation of equipment for the provision of water services, including the installation of Water Meters.
- vi. enter into contracts for the provision of services, including contracts to provide for the reading of Water Meters, billing for water services, and similar services.
- vii. subject to any provisions of this Bylaw, discontinue water service and continue to refuse to provide water service until such time as the deficiency is corrected, if a Customer or Owner fails or refuses to repair, maintain or replace any leak or leaks between a private property line and a Water Meter.
- viii. subject to any provisions of this Bylaw, enter into contracts on behalf of the Town with any Customers within the Town for the provision of water services and may, as a condition of service, impose any conditions to the supply of water services in such contracts that the CAO considers reasonable and appropriate in the circumstances, including provision that if a Customer fails to comply with the requirements of this Bylaw or the terms of the contract, that water service may be discontinued.
- ix. subject to any provisions of this Bylaw, require any Customer to enter into a contract with the Town for the provision of water services, prior to such services being provided.
- x. subject to any provisions of this Bylaw, refuse to supply, discontinue water service, and continue to refuse to provide water service until such time as the deficiency is corrected, if a Customer or Owner has:
 - a. provided false information in an application for service;
 - b. failed to keep an account in good standing;
 - c. refused to allow the installation or repair of a Water Meter;
 - d. failed to comply with a term of a contract for the provision of water service; or
 - e. failed to comply with a condition of water service.
- xi. subject to the approval of Council, enter into an agreement to supply water to a Customer or Customers outside the Town limits.

3.2 Powers of Delegation

- a) The CAO may delegate any or all of the powers granted to them pursuant to this Bylaw.

4. ADMINISTRATION OF WATER UTILITY

4.1 Administration of Utility Accounts

- a) All Utility accounts for a Parcel or Premises must be registered with the Town in the same name.

- b) Utility accounts registered to renters, tenants, and/or any Occupant of a Premises other than the Owner as of September 1, 2022, will remain in effect until one of the following conditions are met:
 - i. There has been a disconnection of Utility service for account arrears; or
 - ii. A tenant is in arrears and there is no separate shut-off valve in a multi-occupied building; or
 - iii. The existing tenant vacates the Premises.
- c) If one or any of the conditions in subsection b) occurs, all Utilities related to that Premises will be the responsibility of the registered Owner of the property.

4.2 Water Charges

- a) The Owner of Premises connected to the Town's Water System must pay to the Town a Water Charge.
- b) Council shall set rates and fees for all Customers for the following:
 - i. monthly service charges and water usage rates;
 - ii. monthly flat rates; and
 - iii. water service fees.
- c) Rates and fees set by Council pursuant to subsection b) shall be set out in the schedules of this Bylaw and the Town's Fee Structure Bylaw.
- d) No reduction in rates will be made in the monthly charge for water supplied to or made available for use by any Customer because of any interruption due to any cause whatsoever of the Water Supply.
- e) The CAO shall have sole discretion in determining which rate and/or fees shall apply to a Customer.

4.3 Rates and Fees

- a) Residential Metered
 - i. Where water is supplied to a Residential Metered Customer, the Customer shall pay to the Town a monthly charge of the aggregate of:
 - a. the monthly service charge as set out in section 1.a. of Schedule "A" to this Bylaw; and
 - b. the amount determined by the volume of water shown by the Water Meter as supplied for the applicable month at the usage rate specified, as set out in section 2 of Schedule "A" to this Bylaw.
- b) Residential Flat

- i. Where water is supplied to a residential Customer through a single Water Service Connection on which no Water Meter is used for billing purposes, the Customer shall pay for the water at a monthly charge as set out in section 3 of Schedule "A" to this Bylaw.

- c) Temporary Water
 - i. Charges for water to be used for temporary construction activities will be in accordance with the rates as set out in section 4 of Schedule "A" to this Bylaw.
 - ii. Temporary water shall be permitted for a period of 30 days. Extensions may be granted at the sole discretion of the CAO.

- d) Irrigation Water
 - i. Where water is supplied by the Town through a Water Meter, for irrigation purposes, the Customer shall pay to the Town a monthly charge of the aggregate of:
 - a. the monthly service charge as set out in section 1.b. of Schedule "A" to this Bylaw; and
 - b. the amount determined by the volume of water shown by the Water Meter as supplied for the applicable month at the usage rate specified, as set out in section 2 of Schedule "A" to this Bylaw.

- e) Non-Residential Metered
 - i. Where water is supplied by the Town through a Water Meter to a Customer other than under sections 4.3 a), b), c), or d) the Customer shall be considered Non-Residential Metered and pay to the Town a monthly charge of the aggregate of:
 - a. the monthly service charge as set out in section 1.b. of Schedule "A" to this Bylaw, and
 - b. the amount determined by the volume of water shown by the Water Meter as supplied for the applicable month at the usage rate specified, as set out in section of Schedule "A" of this Bylaw.

- f) Outside Town
 - i. Where water is supplied to any Customer outside the Town, that Customer shall pay to the Town the rates approved by Council as set out in Schedule "F" of this Bylaw.

- g) Fire Hydrants
 - i. Where the drawing of water from fire hydrants is authorized, charges for such water will be in accordance with the rates as shown in section 5 of Schedule "A" to this Bylaw.

4.4 Payments

- a) In default of payment of the rates set out in any of the Schedules to this Bylaw or any amount due and payable to the Town for anything done, or any amounts payable,

pursuant to this Bylaw, the CAO may enforce the collection of such rates or payments by shutting off the water being supplied to the Customer, or by action in any Court of competent jurisdiction, or both.

- b) Where the Occupant is the Owner or purchaser under an agreement for sale in possession of the Parcel or Premises to which water is supplied or is available for the use of the Occupant, all sums payable by the Occupant pursuant to this Bylaw including the rates set out in any of the Schedules to this Bylaw, are a debt due and owing to the Town and shall constitute a preferential lien and charge on the Parcel or Premises and the personal property of the Occupant and may be levied and collected in a like manner as municipal rates and taxes are recoverable.
- c) Where the Occupant is other than the Owner or the purchaser under an agreement for sale all sums payable by the Occupant pursuant to this Bylaw including the rates set out in any of the Schedules to this Bylaw, are a debt due and owing to the Town and shall constitute a Preferential Lien and charge on the Occupant's personal property and may be levied and collected with costs by distress.

5. WATER CONSERVATION

5.1 Low Water Use Fixtures

- a) For the purposes of this Section, Low Flow Plumbing Fixtures means:
 - i. toilets having a total water usage of no greater than 6.0 liters or 1.6 US gallons per flush, including the contents of both the tank and bowl of the toilet;
 - ii. urinals having a total water usage of no greater than 3.8 liters or 1.0 US gallons per flush, but does not include urinals which flush automatically after a period of elapsed time, regardless of the amount of water usage per flush;
 - iii. showerheads having a rate of water flow no greater than 9.5 liters or 2.5 US gallons per minute;
 - iv. lavatory basin and kitchen sink faucets having a rate of water flow no greater than 8.3 liters or 2.2 US gallons per minute; and
 - v. public restroom faucets having a total water flow of no greater than 1.9 liters or 0.5 US gallons per minute.
- b) Subsection a) iii. shall not be interpreted to prevent the installation of more than one valve in a shower stall or bathroom.
- c) Every Person responsible for the construction of:
 - i. new residential construction, regardless of the number of dwelling units contained in a structure;
 - ii. new industrial, commercial, and institutional construction; and
 - iii. any renovation project regarding a residential, industrial, commercial, or institutional structure that requires a plumbing permit;

must ensure that all plumbing fixtures installed in that construction or renovation are Low Flow Plumbing Fixtures.

- d) Notwithstanding the obligations and prohibitions in this Section, the CAO may, in writing, allow the installation of plumbing fixtures other than Low Flow Plumbing Fixtures having regard to any factor the CAO considers appropriate.

5.2 Once-Through Cooling

- a) For the purpose of this Section, “Once-Through Cooling Equipment” means cooling, air conditioning or refrigeration systems in buildings, building systems and equipment, which rely upon the temperature of the water for cooling purposes and deliver water to a drain or other discharge facility without having recycled that water, but does not include emergency or back-up once-through cooling systems.
- b) No Person shall install or allow the installation of any Once-Through Cooling Equipment connected to the Town of Pincher Creek’s Water Supply, in any residential, industrial, commercial, or institutional construction, development, retrofitting or restoration project.
- c) Notwithstanding the obligations and prohibitions in this Section, the CAO may, in writing, allow the use of Once-Through Cooling Equipment having regard to any factor the CAO considers appropriate.

5.3 Water Wastage

- a) No Owner or Occupant of a Parcel shall allow Potable Water to run off the Parcel such that there is:
 - i. a stream of water running into a street or swale for a distance of 30 meters or more from the edge of the Parcel;
 - ii. a stream of water running into a street or swale and directly into a catch basin; or
 - iii. a stream or spray of water running into or falling onto a street or sidewalk or adjacent Parcel.
- b) Notwithstanding the prohibitions in this Section, the CAO may authorize in writing the discharge of Potable Water onto a street or sidewalk for the purposes of:
 - i. health and safety;
 - ii. the installation and maintenance of infrastructure, including the flushing of water mains, hydrant leads, and water service connections;
 - iii. preventing the freezing of water mains, hydrant leads and water service connections;
 - iv. conducting water flow tests;
 - v. installation and testing of permanently installed irrigation systems;
 - vi. training programs for fire fighters employed by the Pincher Creek Emergency Services Commission; or
 - vii. other purposes as deemed necessary by the CAO from time to time.

6. EMERGENCIES AND OUTDOOR WATER USE RESTRICTIONS

6.1 Emergencies

- a) The CAO may discontinue water service without prior notice to a Customer, a group of Customers, or a geographical area in order to prevent or mitigate the impairment of or damage to:
 - i. the Water System;
 - ii. the Wastewater System, as defined in Bylaw #1632;
 - iii. the Storm Drainage System, as defined in Bylaw #1630;
 - iv. human health or safety;
 - v. property;
 - vi. the environment.

6.2 Outdoor Water Use Restrictions

- a) In the event that the CAO believes there is a reason to require reduced water usage, the CAO may declare an outdoor water use restriction.
- b) The declaration of an outdoor water use restriction by the CAO may apply to:
 - i. the entire Town;
 - ii. specific zone(s) or geographic area(s) of the Town; or
 - iii. other specific locations as defined by the CAO.
- c) In the event there is reason to declare an outdoor water use restriction, the CAO may declare such restriction effective immediately.
- d) In the event of a declaration of an outdoor water use restriction made pursuant to this Section, the CAO:
 - i. shall determine that the outdoor water use restriction is a Stage 1, Stage 2, Stage 3, or Stage 4 outdoor water use restriction, and the permitted activities shall be those referenced in Schedule "C" to this Bylaw;

a. The water use restrictions in Schedule "C" may be implemented based on the following criteria:

(i) Stage 1 Water Restriction Implementation:

- When raw water reservoir and/or potable water reservoirs cannot be maintained above 90% capacity based on an actual or projected three (3) day rolling average. (The projected three (3) day average shall be used in the event of maintenance or operational activities affecting the Town's

ability to obtain raw water and/or distribute potable water.)
or

- When water shortage advisories are in place for Pincher Creek and/or Castle River, or
- When drought conditions are identified for areas of southern Alberta that receive water from the Oldman River Basin.

(ii) Stage 2 Water Restriction Implementation:

- When raw water reservoir and/or potable water reservoirs cannot be maintained above 80% capacity based on an actual or projected three (3) day rolling average. (The projected three (3) day average shall be used in the event of maintenance or operational activities affecting the Town's ability to obtain raw water and/or distribute potable water.)
or
- Upon verbal request from Alberta Environment to implement water restrictions due to reduced stream flows and/or to protect downstream users.

(iii) Stage 3 Water Restriction Implementation:

- When raw water reservoir and/or potable water reservoirs cannot be maintained above 70% capacity based on an actual or projected three (3) day rolling average. (The projected three (3) day average shall be used in the event of maintenance or operational activities affecting the Town's ability to obtain raw water and/or distribute potable water.)
or
- Upon written request from Alberta Environment to increase water restrictions due to reduced stream flows and/or to protect downstream users.

(iv) Stage 4 Water Restriction Implementation:

- When raw water reservoir and/or potable water reservoirs cannot be maintained above 60% capacity based on an actual or projected three (3) day rolling average. (The projected three (3) day average shall be used in the event of maintenance or operational activities affecting the Town's ability to obtain raw water and/or distribute potable water.)
or
- Upon written request from Alberta Environment to implement maximum water restrictions due to reduced stream flows and/or to protect downstream users.

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- ii. shall cause public notice indicating the stage of outdoor water use restriction and the date such restrictions came or will come into effect to be given in any one or more of the following manners:
 - a. Town of Pincher Creek press release;
 - b. notice on the Town of Pincher Creek website;
 - c. advertising in one or both major newspapers in circulation in the Town;
 - d. circulation of flyers; or
 - e. signage;
 - iii. may declare different stages of Outdoor Water Use Restrictions in different areas;
 - iv. shall, if changing the areas of application or stages of restrictions in any area or lifting a declaration of Outdoor Water Use Restrictions, cause a public notice to be given in the manner described in subsection ii.; and
 - v. shall, after determining that the reason or reasons to require reduced water usage has sufficiently abated, declare an end to an Outdoor Water Use Restriction and shall cause public notice of such declaration to be given in the manner described in subsection ii.
- e) When an Outdoor Water Use Restriction is in effect, no Owner or Occupant of a Parcel or Premises shall allow the use of water supplied through the Water System for any activity or application prohibited in the following stage of restrictions in Schedule “C” to this Bylaw:
- i. Stage 1;
 - ii. Stage 2;
 - iii. Stage 3; or
 - iv. Stage 4.
- f) Without limiting the generality of this Section, the activities permitted in Schedule “C” shall only apply to core business operations and shall not apply to landscaping activities which are not a core function of a specific business or enterprise.

7. WATER SYSTEM REQUIREMENTS

7.1 Protection of Infrastructure and Water Supply

- a) Water System Takes Precedence
 - i. In the event of a conflict, this Bylaw and the operation and maintenance of the Water System shall take precedence over any other Town bylaw as it relates to the Pincher Creek Riparian Area and the Water System.

- ii. Notwithstanding any recreational use or approval in the Pincher Creek Riparian Area, the CAO may restrict access and order the suspension of any activities in the Pincher Creek Riparian Area for the protection of the Water Supply or expansion of the Water System.

b) General Prohibitions

- i. No Person shall enter any fenced area which forms part of the Water System or is controlled by the Town, without the permission of the CAO.
- ii. No Person shall climb upon any structure which forms part of the Water System.

7.2 Restricted Areas and Prohibited Activities in Pincher Creek Riparian Area

a) The CAO for the protection of the Water System or Water Supply:

- i. restrict or close public access to any portion of the Pincher Creek Riparian Area;
- ii. erect temporary or permanent barriers, barricades, fences or other structures and erect signs to give effect to such restrictions or closures.

b) No Person shall, without the permission of the CAO:

- i. disobey a sign or cross a barrier in the Pincher Creek Riparian Area;
- ii. place any object or thing in the water or upon the ice of the Pincher Creek or do anything which may pollute or contaminate the water of the Pincher Creek;
- iii. allow drainage towards the Pincher Creek of anything which may pollute or contaminate the water of the Pincher Creek;
- iv. climb upon, tamper with or damage, or allow to be tampered with or damaged, any works, pipes, or structure within the Pincher Creek Riparian Area;
- v. allow any drain to be connected to any structure or device which drains into the Pincher Creek;

or permit or cause any of the above to occur.

7.3 Interference with the Water System

a) No Person shall:

- i. damage, destroy, remove, or interfere in any way with any pipe, pipe connection, valve, or other appurtenance forming part of the Water System;
- ii. interfere in any way with or cause any interference with the use of the Water System by another Customer, and without limiting the generality of the foregoing, shall not attach any device to any water pipe which may create noise, a pressure surge, Backflow, or contamination of the Water System;
- iii. use any boosting device on any Water Service Connection, on the upstream side of a Water Meter or Master Control Valve for the purpose of increasing water pressure;

- iv. install branch supply lines, outlets, or fixtures on the upstream side of a Water Meter or Master control valve, except for fire protection purposes as approved by the CAO;
- v. install branch supply lines, outlets, or fixtures on the upstream side of a Premises-Isolating Cross Connection Control Device;
- vi. tamper with, break, or remove any seal, lock-out device or lock-out tag installed by the Town on any valves or flanged outlets on Water Service Connections or Water Metering facilities; or
- vii. attach or connect any pipe to any pipe or main of the Water System or in any other way obtain or use any water thereof without consent of the CAO;

or permit or cause any of the above to occur.

7.4 Access To Property for the Purposes of Water Service

- a) Access For Authorized Purposes
 - i. As a condition of water service and as operational needs dictate, employees of the Town shall have free access to all parts of a property, building or other Premises in which water is delivered and consumed, at reasonable hours of the day and upon reasonable notice for the purpose of:
 - a. installation, maintenance, repair, and removal of the Water System and Water Service Connections;
 - b. installation, testing, repair and removal of Water Meters or other parts of the Water System;
 - c. inspection of Cross-Connection Control Devices or other equipment and works associated with the Water System and the Customer Plumbing System;
 - d. reading of Water Meters; and
 - e. inspections for compliance with this Bylaw.
 - ii. No Person shall hinder, interrupt, or cause to be hindered any employee of the Town or its contractors, servants and agents or workers, in the exercise of any of the powers or duties relating to the Water System as authorized or required in this Bylaw.
 - iii. Upon termination of water service, any employee of the Town employed for that purpose may, at all reasonable times enter the Parcel or Premises which was supplied with water service for the purpose of removing from the Parcel or Premises any fittings, machines, apparatus, meters, pipes, or any other things that are the property of the Town and may remove these things.
 - iv. Employees of the Town may at any time specify the required position or require the relocation, at a property owner's expense, of any Water Meter, Cross Connection Control Device, pipe, valve, or fitting forming part of the Water System.

- b) Service Fees for Subsequent Site Visits
- i. A fee may be charged, as set by the CAO from time to time, where a Town employee or agent is required to make an additional visit or visits at a Parcel or Premises for any of the following reasons:
 - a. where a Customer refuses access to a Parcel or Premises for a Town employee or agent to install, repair, replace, inspect, test, or read a Water Meter or any other equipment in relation to the Water System;
 - b. where a Town employee or agent attends at a Parcel or Premises for a scheduled appointment to perform any of the functions set out in subsection a), and the Customer is not present at the scheduled time to provide access to the Parcel or Premises; or
 - c. where a Town employee or agent attends at a Parcel or Premises to perform any of the functions set out in subsection a) and is unable to proceed based on unsafe conditions or the inadequacy of access to the Parcel or Premises.

7.5 Water Meters

- a) Residential
- i. Unless otherwise authorized by the CAO all residential Water Service Connections shall be connected to a Water Meter.
 - ii. It shall be a condition of approving an application for Utility service for supplying water to a residential property that the Owner of the residence agree to the installation of a Water Meter.
 - iii. Where the Owner of a residential property that is supplied water service on which no Water Meter is used, the CAO may set a date for the installation of a Water Meter in that residence and the CAO shall notify the Owner of that residence of such installation date, and the fees for subsequent site visits set out in Section 7.4 b) shall apply to such installation.
 - iv. If the Owner of a residential property refuses to have a Water Meter installed in such Premises, the CAO may cut off the water service to the Premises.
 - v. The CAO may determine if it is impractical to install a Water Meter and if such installation is impractical, the CAO shall determine what rate shall be charged for water service.
- b) Non-Residential
- i. Subject to subsection ii., it shall be a condition of water service that all residential and non-residential Water Service Connections, including Combined Water Service, temporary water service, and seasonal water service, shall be connected to a Water Meter.
 - ii. The following water services shall not require connection to a Water Meter:
 - a. fire service connections which are not used for any other purpose;
or

- b. such other connections where, in the opinion of the CAO it is impractical to install a Water Meter.
 - iii. The CAO may determine if it is impractical to install a Water Meter and if such installation is impractical, the CAO shall determine what rate shall be charged for water service.
- c) Costs Associated with Water Meters
 - i. The Town may charge for and recover from the Owner of a Premises the cost of supplying, installing, altering, repairing, relocating, or replacing a Water Meter.
 - ii. If a Water Meter is removed or stolen, the Owner of the Premises shall pay the cost of replacing the Water Meter including installation.
 - iii. Notwithstanding the payment of any costs, all Water Meters shall remain the property of the Town.
- d) Location, Installation and Maintenance of Water Meters & Metering Facilities – Obligations & Authority of the CAO
 - i. As a condition of service, the CAO may:
 - a. determine the size, type, and number of Water Meters to be supplied and installed in a Premises;
 - b. determine the location that a Water Meter or Water Meters are to be installed;
 - c. in the case of installation of two or more Water Meters, require their installation adjacent to each other and as close as possible to the Master Control Valve or place where the Water Service Connection enters the building;
 - d. require a Water Meter to be either tested on site or removed for testing by a Town employee or Person authorized by the CAO at any specific time or on a periodic basis;
 - e. require a Water Meter to be relocated:
 - (i) if the building to which it was initially installed, has been altered; or
 - (ii) to a location near the point of entry of the Water Service Connection;
 - ii. As a condition of service, the CAO may:
 - a. inspect a Parcel or Premises prior to supplying water service to determine if a site is suitable for the installation, reading, maintenance and repair of a Water Meter and related works;
 - b. inspect an installation to ensure it meets approved or modified drawings and require an Owner to remedy any deficiencies;

- iii. The CAO shall:
 - a. where a Customer has submitted an application to relocate a Water Meter or install additional metering, piping or valving, review such application and provide a decision to the Customer which:
 - (i) approves such application;
 - (ii) notifies the Customer of required changes to such application; or
 - (iii) denies such application;
 - b. determine the size, type, and number of Water Meters to be supplied and installed by the Town.
- e) Location, Installation and Maintenance of Water Meters & Metering Facilities – Obligations & Rights of The Customer

- i. Every Customer shall:
 - a. for Water Meter installation within a building, provide a suitable site for such installation near the master control valve, to the satisfaction of the CAO, and in accordance with the Town of Pincher Creek Engineering and Construction Standards, as amended from time to time;
 - b. for Water Meter installation outside of a building, provide at the Owner's expense and to the satisfaction of the CAO, a meter building or a meter vault on the Owner's property and near the property line, in accordance with Town of Pincher Creek Engineering and Construction Standards, as amended from time to time;
 - c. provide for the maintenance and repair of such building or vault referred to in subsection b., and upon failure to do so the CAO may have such work performed by Town employees or agents at the Owner's expense;
 - d. ensure that employees or agents of the Town have clear access to meter areas and Water Meters for meter testing and reading purposes;
 - e. notify the CAO immediately whenever a Water Meter is not operating or if any part of a Water Meter becomes damaged or broken;
 - f. be responsible for the safe keeping of any Water Meter and any remote reading device that is installed on the Customer's Premises;
 - g. protect any Water Meter, valves and pipes located on his Parcel or Premises from freezing, excessive heat, overheating of water, external or internal damage of any kind, or any other thing which may affect the operation of the Water Meter or Meters;

- h. pay the cost of repairing or replacing any Water Meter or metering facilities supplied and installed by the Town that may be damaged from any causes set out in subsection g. or any other cause within the control of the Customer;
 - i. for meter installations 1-1/2" (40mm) in size or larger, supply, install, and maintain valves on both sides of and within 300mm of the Water Meter.
 - j. for meter installations 1-1/2" (40mm) in size or larger, have a valved by-pass around the meter, subject to the approval of the CAO. The by-pass must be sealed and shall be opened only in case of an emergency.
 - k. notify the CAO within twenty-four (24) hours if the seal on a by-pass valve or a Water Meter is broken for emergency purposes or any other purpose;
- ii. Every Customer may:
- a. request that a Water Meter be tested for accuracy, and the cost of any such test shall be at the expense of the Town if the Water Meter is found to be inaccurate in excess of five percent of actual flow and such test shall be at the Customer's expense if the Water Meter is found to be accurate within five percent of actual flow;
 - b. request that a Water Meter or metering facilities be relocated by submitting plans and specifications to the CAO in a form approved by the CAO and upon approval by the CAO may relocate, alter, or change any existing Water Meter or metering facilities, the costs of any such alteration or relocation including costs incurred by the Town being the responsibility of the Customer.
 - c. for their own benefit, install a water meter between the Town supplied Water Meter and the point of use of the Water Supply provided that the Town shall not maintain such meter and nor will the meter be read by the Town.
- iii. No Person shall:
- a. interfere with or tamper with the operation of any Water Meter or remote reading device; or
 - b. open a by-pass valve on a Water Meter or metering installation except in the case of an emergency.
- f) Meter Readings
- i. The CAO may:
- a. require a Water Meter to be read;
 - b. determine the frequency at which Water Meters shall be read;

- c. shut-off the Water Supply to a Customer who refuses to provide a Water Meter reading within six months of a request to provide such Water Meter reading;
 - d. subject to subsection iii., estimate a Water Meter reading;
 - ii. Every Customer shall:
 - a. provide readings of a Water Meter or Water Meters on Premises under his control, when requested by the CAO; and
 - b. in circumstances where a Water Meter was estimated:
 - (i) pay the cost of the estimated consumption; and
 - (ii) if the actual consumption is greater than the estimated consumption when the Water Meter is read, pay the cost of the actual consumption;
 - iii. A Water Meter reading may be estimated by the CAO based on either previous consumption patterns or a daily average consumption for the Premises, if:
 - a. the Town is unable to obtain a Water Meter reading;
 - b. a Water Meter fails to properly register the amount of water consumed; or
 - c. water supplied through a Water Meter has not, for any reason whatsoever, registered on the Water Meter.
 - iv. If a Customer experiences abnormal water consumption, the CAO may adjust the Customer's bill, by a maximum of one-thousand dollars (\$1,000), taking into consideration any or all of the following factors:
 - a. whether the Customer is a Residential Metered or Non-Residential Metered Customer;
 - b. the cause or nature of the abnormal water consumption;
 - c. any evidence of action taken by the Customer to abate the abnormal consumption;
 - d. any other factor or factors that the CAO considers relevant.
 - v. Requests for Customer bill adjustments in excess of one-thousand dollars (\$1,000) shall be referred to Town of Pincher Creek Council for decision.

7.6 Water Service Connections

- a) Obligations and Ownership
 - i. The Town shall be responsible for the installation of the Water Service Connection which is on Town property, which runs from the Town Water Main to a property line of the Parcel of land to be serviced, adjacent to a street or lane,

or at the boundary of an easement granted to the Town for its Water System, at the Owner's expense.

- a. At the CAO's sole discretion, the Town may grant the Customer permission to organize their own contractor to perform the installation of the Water Service Connection on Town property, in compliance with the current Town of Pincher Creek Engineering and Construction Standards, as amended from time to time, subject to a two (2) year warranty/maintenance period.
 - ii. The Town shall remain the owner of the Water Service Connection on Town property after installation, and the Town shall remain responsible for the control, maintenance, repair, and replacement of that portion of the Water Service Connection, thereafter at the sole discretion of the Town.
 - iii. Any Water Service Connection, pipe line, or water system on private property through which the supply of water is conveyed from the portion of the Town Water System which is located at the property line of the street or lane, or boundary of an easement area granted to the Town for its Water System, to the water outlets or fixtures on the private property shall be installed, maintained, repaired and replaced by the Owner at the Owner's expense, and without limiting the generality of the foregoing, as a condition of receiving water service from the Town, the Owner shall:
 - a. install such Water Service Connections in compliance with the provisions of Town of Pincher Creek Engineering and Construction Standards, as amended from time to time; and
 - b. maintain such Water Service Connections in a state of good repair, with sufficient protection from freezing, free from leakage, or other water loss to the satisfaction of the CAO.
 - iv. No Person, without the express permission of the CAO shall make any connection or contact whatsoever with any of part of the Water System or Water Mains.
- b) Changes to Existing Water Service Connections
- i. Any Owner wishing to relocate, replace, alter, or disconnect an existing Water Service Connection must make application and receive approval of the CAO prior to commencing such work.
 - ii. Where a change referred to in subsection i. is approved by the CAO, that Owner may have the work performed on the Town owned portion of the Water Service Connection by a qualified contractor.
- c) Shut-Off Valves
- i. All Water Service Connections must be provided with a Master Control Valve and such valve:
 - a. shall be placed immediately inside the outer wall of the Premises and on the inlet side of the Water Meter; and

- b. is intended to enable a Customer to shut off the supply of water in case of an emergency, for the repair or protection of the building, pipes or fixtures, or to prevent flooding of the Parcel or Premises or in the event the Premises are permanently or temporarily vacated.
- ii. Every Owner shall ensure:
 - a. that all shut-off valves on their Premises are maintained in good mechanical condition; and
 - b. that all shut-off valves are easily accessible at all times to ensure that such valves are operable in case of emergency.
- d) Turning Water Service On or Off
 - i. No Person shall turn a Water Service Valve on or off except as authorized by the CAO.
 - ii. No Owner or Occupant of a Parcel or Premises shall allow a Water Service Valve to be turned on or off except as authorized by the CAO.
 - iii. Any Customer may request that their water service be shut-off temporarily.
- e) Number and Depth of Services
 - i. There shall not be more than one (1) Water Service Connection to each Parcel without the express permission of the CAO.
 - ii. Water Service Connections shall be buried to a depth of no less than 2.7 meters unless otherwise approved by the CAO.

7.7 Cross Connections and Testing

- a) Controlling Cross Connections
 - i. No person shall connect, cause to be connected or permit to remain connected to the Water System a Cross Connection that has not been approved by the CAO.
 - ii. Where the CAO believes that a Cross Connection exists in contravention of subsection i., the CAO may carry out an inspection:
 - a. upon reasonable notice to the Customer, or
 - b. without notice where the CAO believes that an immediate threat of contamination to the Water System exists.
 - iii. Upon inspection, where the CAO continues to believe that a Cross Connection exists in contravention of subsection i. the CAO may cut off the water service to that Parcel or Premises with reasonable notice, and where the CAO believes that such Cross Connection poses an immediate threat of contamination of the Water System, the CAO may cut off water service without notice.
- b) Premises-Isolating Cross Connection Control Devices

- i. Every newly constructed, reconstructed, or renovated Premises, with the exception of dwelling units separately serviced from a Town Water Main or On-Site Water Main, shall have a Premises-Isolating Cross Connection Control Device installed on the Customer's Plumbing System where the service enters the building, or in a location approved by the CAO.
 - ii. Where it is proposed to use water from the Water System for constructing, altering, or repairing a building, the temporary water connection shall have a Premises-isolating Cross Connection Control Device installed on the temporary water connection, or in a location approved by the CAO.
 - iii. Notwithstanding subsection i., the CAO may require the installation of a Premises-Isolating Cross Connection Control Device on any existing Customer's Plumbing System, at a location approved by the CAO.
- c) Customer Must Test and Maintain Cross Connection Control Devices
- i. For the purposes of this Section, Testable Cross Connection Control Devices means Double Check Valve Assemblies (DCVA), Reduced Pressure Principle Assemblies (RP), Pressure Vacuum Breaker Assemblies (PVB/SRPVB) and Air Gaps approved by the CAO, as those terms are defined in Canadian Standards Association document B64.10-11/B64.10.1-11, "Selection and Installation of Backflow Preventers/Maintenance and Field Testing of Backflow Preventers".
 - ii. For the purposes of this Bylaw, Testable Cross Connection Control Devices shall only be tested by Persons approved by the CAO.
 - iii. Every Customer shall, at their own expense, have any Testable Cross Connection Control Devices tested:
 - a. at the time of installation of a new Testable Cross Connection Control Device;
 - b. annually or as required by the CAO;
 - c. at the time that a Testable Cross Connection Device is relocated;
 - d. at the time that a Testable Cross Connection Control Device is cleaned, repaired, or overhauled; and
 - e. in the case of an irrigation system, at the time the system is turned on at the beginning of each irrigation season.
 - iv. Every Customer shall retain test report records on-site and available to the CAO upon request.
 - v. An approved tester must submit a test report with respect to each test referred to in subsection iii. to the CAO on a form approved by the CAO within thirty (30) days of each test of a Testable Cross Connection Control Device where the tester:
 - a. discovers that the Testable Cross Connection Control Device is in good working order; or

- b. discovers that the Testable Cross Connection Control Device is not in good working order but repairs or replaces and re-tests the Testable Cross Connection Control Device immediately.
- vi. An approved tester must submit a report in writing to the CAO on a form approved by the CAO within two (2) business days of every test of a Testable Cross Connection Control Device where the tester discovers that a Testable Cross Connection Control Device is not in good working order and where the tester does not repair or replace that Testable Cross Connection Control Device immediately.
- vii. Where a Testable Cross Connection Control Device fails a test referred to in subsection iii. and the Customer does not have it replaced immediately by the authorized tester, the Customer shall have the Testable Cross Connection Control Device repaired or replaced and re-tested within five (5) business days.
- viii. As a condition of service, the CAO may issue an order to a Customer requiring the installation, testing or repair of a Cross Connection Control Device and that order may specify a date and time by which the Customer must comply with the terms of the order.
- ix. Where a Customer fails to comply with an order issued by the CAO pursuant to subsection viii., the Town may shut off the water service or water services until the situation has been remedied.

7.8 Fire Hydrants and Hydrant Connection Units

- a) Fire Hydrants
 - i. Unless authorized by the CAO no Person shall:
 - a. open or close any hydrant or hydrant valve;
 - b. connect any device of any kind to a fire hydrant, including a pipe, hose, fixture, or appliance; or
 - c. use water from a fire hydrant, regardless of whether that hydrant is located on private or public property, for any purpose other than fire protection.
 - ii. Notwithstanding subsection i., where a Water Service Connection branches off from a water line that provides water to a hydrant, water may be used for purposes other than fire protection as long as the branch line providing water for purposes other than fire protection is equipped with a Water Meter.
 - iii. All fire hydrants, except fire hydrants situated on private property, shall remain the property of the Town.
 - iv. Any Person who wishes to have a Town owned fire hydrant relocated may request in writing to the CAO that the hydrant be relocated. If approved, the Person making the request shall pay in advance the estimated cost determined by the CAO subject to a refund or additional payment, depending upon the actual cost when the work has been completed.

- v. The Town may require that a fire hydrant be installed on private property at the expense of the Owner of the property. Fire hydrants located on private property must be approved, installed, used, and maintained in accordance with the Alberta Fire Code and all municipal bylaws including this Bylaw and Bylaw #1630 Storm Drainage Bylaw.
 - vi. No Owner or Occupant of a Parcel or Premises on which a private fire hydrant is situated shall paint such hydrant or allow such hydrant to be painted any colour except the approved colour as set out in Town of Pincher Creek Engineering and Construction Standards, as amended from time to time.
- b) Obstruction of Hydrants
- i. No Owner or Occupant of a Parcel or Premises shall allow the access to a fire hydrant located on or adjacent to that Parcel or Premises to be obstructed in any manner, including the building or erection of any thing or the accumulation of any building material, rubbish, or other obstruction.
 - ii. No Owner or Occupant of a Parcel or Premises shall allow anything on the Parcel or Premises to interfere with the operation of a fire hydrant located on or adjacent to that Parcel or Premises.
 - iii. All persons who own property on which a fire hydrant is located or own property which is adjacent to Town owned property on which a fire hydrant is located:
 - a. shall maintain a two (2) meter clearance on each side of a fire hydrant and a one (1) meter clearance on the side of a fire hydrant farthest from the nearest adjacent street, as set out in Schedule "E" to this Bylaw;
 - b. shall not permit anything to be constructed, erected, or placed within the clearance provided subsection a.; and
 - c. shall not permit anything except grass to be planted within the clearance area set out in subsection a..
- c) Permission to Use Water from Fire Hydrants
- i. The CAO may authorize the use of fire hydrants and the use of water from fire hydrants on a temporary basis where no other supply of water can be conveniently obtained.
 - ii. The CAO may, as a condition for the use of fire hydrants and the use of water from fire hydrants, require that the water pass through a Water Meter and Cross Connection Control Device prior to use.
- d) Hydrant Connection Units
- i. The CAO may require that any Person authorized to use a fire hydrant or draw water from a fire hydrant pursuant to subsection c) shall:
 - a. enter into a Hydrant Connection Unit Rental Agreement with the Town;

- b. have any vehicle to which a Hydrant Connection Unit is attached, and its equipment inspected and approved by the Town, where required pursuant to the agreement, prior to withdrawing water from a fire hydrant;
 - c. use the Hydrant Connection Unit in the manner required pursuant to the rental agreement at all times while drawing water from a fire hydrant or while connected to a fire hydrant, and ensure that no Backflow, wastewater, or other substance can enter the Water System;
 - d. ensure that a copy of the Hydrant Connection Unit Rental Agreement, and the Rental Agreement receipt is kept in the vehicle at all times that the Hydrant Connection Unit is attached to such vehicle; and
 - e. produce the Hydrant Connection Unit Rental Agreement and the Rental Agreement receipt to an Officer or any employee of the Town for inspection, upon demand.
- ii. No Person authorized to use a fire hydrant or draw water from a fire hydrant pursuant to subsection c) shall break or allow to be broken a seal placed on a Hydrant Connection Unit.
 - iii. Any Person who fails to comply with the requirements of this Section commits an offence.
- e) Town of Pincher Creek Exemption
 - i. Section 7.8 shall not apply to members of the Pincher Creek Emergency Services Commission acting in the course of their employment or any Pincher Creek Emergency Services or Town activities associated with the flushing of water mains and the maintenance of fire hydrants.

8. ALTERNATE SOURCES OF WATER

- a) No person shall use any source of water to supply water to any residential, commercial, industrial, or institutional Premises through a plumbing system, other than the Water System without the written consent of the CAO.
- b) The CAO may authorize the use of an alternate source of water subject to such terms and conditions as the CAO deems necessary, and notwithstanding the generality of the foregoing the CAO may set a limit on the period of time for which an alternate supply of water may be used.
- c) No person who has been granted permission by the CAO to use an alternate source of water shall allow that alternate source of water, or any pipes or devices connected to such alternate water source, to be connected to the Water System.
- d) The Town shall not be responsible for the quality of water obtained from any alternate source of water.
- e) Unless authorized by the CAO in writing, no Person shall provide or supply water from one Premises, by pipe or hose or other means either with or without charge, to

any other Premises which could be supplied with water through its own Water Service Connection.

9. APPROVALS AND REQUIREMENTS

9.1 Conditions of Approvals

- a) A written approval given by the CAO pursuant to this Bylaw, or an agreement entered into with the Town pursuant to this Bylaw, must be available for inspection on the request of the CAO or a Peace Officer.
- b) A Person is guilty of an offence pursuant to this Bylaw if the Person does any one or more of the following:
 - i. contravenes a requirement of the CAO;
 - ii. contravenes a requirement or condition of a written approval or Permit given by the CAO; and/or
 - iii. contravenes a requirement or condition of an agreement entered into by the CAO with the Person.
- c) Every Person who relies on a written approval issued pursuant to this Bylaw has the onus of proving that they were the holder of a valid and subsisting approval or Permit.

10. OFFENCES, PENALTIES, AND ENFORCEMENT

10.1 Owner of Motor Vehicle Liability

For the purposes of this section, “Owner”, “Driving” and “Motor Vehicle” have the same meaning as set out in the *Traffic Safety Act*, R.S.A. 2000, c. T-6:

- a) If a motor vehicle is involved in an offence described in this Bylaw, the Owner of the motor vehicle is guilty of the offence.
- b) Subsection a) does not apply if the Owner of the motor vehicle satisfies the Court that:
 - i. the Owner was not driving the motor vehicle at the time of the offence; and
 - ii. the Person driving the motor vehicle at the time of the offence did not have the Owner’s express or implied consent to be driving the motor vehicle.
- c) Despite subsection a), if the Owner was not driving the motor vehicle at the time of the offence, the Owner is not liable for imprisonment.

10.2 Offences and Penalties

- a) Any Person who contravenes any provision of this Bylaw by:
 - i. doing any act or thing with the Person is prohibited from doing; or
 - ii. failing to do any act or thing which the Person is required to do, including:
 - a. failing to comply with a requirement imposed by the CAO;

- b. failing to comply with a condition of a written approval or Permit given by the Town; or
- c. failing to comply with a requirement or condition of an agreement entered into by the Town with the Person;

is guilty of an offence.

- b) Any offence created pursuant to this Bylaw is a strict liability offence for the purposes of prosecution under this Bylaw.
- c) Any Person who is convicted of an offence pursuant to this Bylaw is liable for every day or part thereof upon which such offence occurs or continues, on summary conviction to a fine not exceeding ten-thousand dollars (\$10,000) or imprisonment for not more than one (1) year, or both, and in default of payment of any fine imposed, to imprisonment for a term not exceeding one (1) year.
- d) Where a Peace Officer believes that a Person has contravened any provision of this Bylaw, the Peace Officer may, in addition to any other remedy at law, serve upon the Person a violation ticket, in the form provided under the *Provincial Offences Procedure Act*.
- e) Where there is a specified penalty listed for an offence in the Fee Structure Bylaw, that amount is the specified penalty for the offence.
- f) Notwithstanding specified penalties set out in the Fee Structure Bylaw:
 - i. Where a Person contravenes the same provision of this Bylaw twice within one twelve (12) month period, the specified penalty payable in respect to the second contravention shall be double the amount of the specified penalty for a first offence; and
 - ii. Where a Person contravenes the same provision of this Bylaw three (3) or more times within one twelve (12) month period, the specified penalty payable in respect of the third and subsequent contraventions shall be triple the amount of the specified penalty for a first offence.
- g) On conviction of an offence that is of a continuing nature, the penalty is the fine amount set out in in the Fee Structure Bylaw in respect of the offence for each day, or part of a day, that the offence continues.
- h) This section shall not prevent a Peace Officer from issuing a violation ticket requiring a court appearance of the defendant, pursuant to the provisions of the *Provincial Offences Procedure Act*, or from laying an information instead of issuing a violation ticket.
- i) The levying and payment of any fine or the imprisonment for any period provided in this Bylaw shall not relieve a Person from the necessity of paying any fees, charges, or costs from which that Person is liable under the provisions of this Bylaw or any other bylaw.
- j) Notwithstanding the provisions of this Section, any Person who contravenes any provision of this Bylaw may forfeit the right to be supplied with water from the Water System.

10.3 Enforcement

- a) Where the CAO or a Peace Officer believes a Person has contravened any provision of this Bylaw, they may issue the Person a Remedial Order, pursuant to section 545 of the *Municipal Government Act* to remedy the infraction.
- b) Every Remedial Order written with respect to this Bylaw must:
 - i. Indicate the Person to whom it is directed;
 - ii. Identify the property to which the Remedial Order relates by municipal address or legal description;
 - iii. Identify the date that it is issued;
 - iv. Identify how the Premises fails to comply with this Bylaw;
 - v. Identify the specific provisions of the Bylaw the Premises contravenes;
 - vi. Identify the nature of the remedial action required to be taken to bring the Premises into compliance;
 - vii. Identify the time within which the remedial action must be completed;
 - viii. Indicate that if the required remedial action is not completed within the time specified, the Town may take whatever action or measures are necessary to remedy the contravention;
 - ix. Indicate that the expenses and costs of any action of measures taken by the Town under this section are an amount owing to the Town by the Person to whom the order is directed;
 - x. Indicate that the expenses and cost referred to in this section may be attached to the tax roll of the property if such costs are not paid by a specified time;
 - xi. Indicate that an appeal lies from the Remedial Order to Town Council, if a notice of appeal is filed in writing with the Town within fourteen (14) days of the receipt of the Remedial Order.
- c) A Remedial Order written pursuant to this Bylaw may be served:
 - i. personally, upon the Owner of the Premises to which it relates;
 - ii. may be left with a Person apparently over the age of 18 years at the Premises; or
 - iii. by registered mail to the Owner of the Premises to which it relates.
- d) If, in the opinion of the CAO or a Peace Officer, service of the Remedial Order cannot be reasonably affected, or if the CAO or Peace Officer believes that the Owner of the Premises is evading service, the Remedial Order may be posted in a conspicuous place on the Premises to which the Remedial Order relates, or on the private dwelling place of the Owner of the Premises, as registered at the Land Titles Office or on the municipal tax roll for the Premises, and the Remedial Order shall be deemed to be served upon the expiry of three (3) days after the Remedial Order is posted.

- e) A Remedial Order issued pursuant to this Bylaw may be appealed to the Town Council by filing a notice of appeal with the Town not later than 14 days after the day on which the Remedial Order was issued.
- f) The CAO may shut off water services to a Premises if a Remedial Order has been issued to the Owner or Occupant of that Premises pursuant to this Bylaw and either of the following applies:
 - i. the Owner or Occupant of the Premises fails to comply with the requirements of the Remedial Order; or
 - ii. the Owner or Occupant of the Premises fails to comply with the requirements of the Remedial Order within the time period set out in the Remedial Order.
- g) The CAO may do any thing, or carry out any work required by a Remedial Order issued pursuant to subsection 10.3 a), and the costs associated with doing that thing, or carrying out the work, are an amount owing to the Town and may be added to the tax roll of the Premises if a Remedial Order has been issued to the Owner of that Premises pursuant to this Bylaw and:
 - i. the Owner of the Premises fails to comply with the requirements of the Remedial Order; or
 - ii. the Owner of the Premises fails to comply with the requirements of the Remedial Order within the time period set out in the Remedial Order.
- h) A Person who fails to comply with the requirements of a Remedial Order issued pursuant to this Bylaw within the time period set out in the Remedial Order commits an offence.

10.4 Interference with Town Forces

- a) A Person must not obstruct, or attempt to obstruct, in any manner, a Peace Officer, or the CAO contractors, servants, or agents, in the exercise of their powers or duties as authorized or required by this Bylaw.
- b) For the purposes of subsection a), “obstruct” means to hinder, delay, interfere with, or prevent, or attempt to prevent the execution of a power or duty, and includes any of the following:
 - i. providing false or misleading information or making a false claim or statement to the CAO or a Peace Officer,
 - ii. preventing, barring, or delaying, or attempting to prevent, bar, or delay entry or inspection by the CAO or a Peace Officer in accordance with this Bylaw,
 - iii. failing to provide, on the request of the CAO or a Peace Officer, any information, documents, or things relevant to an inspection, including any documents specifically required to be kept or provided under this Bylaw.

10.5 Recovery of Costs

- a) An Owner is responsible for all costs associated with any of the following:

- i. the implementation of any measures taken, or required to be taken, by either the Owner or the Town to meet the requirements of this Bylaw;
- ii. damage or harm to the Water System resulting from the Owner's or Occupant's contravention of the requirements of this Bylaw.

11. SUSPENSION OF EXISTING CONTROLS

Effective September 1, 2022, Water and Sewer Utility Bylaw 1607-21 and all other bylaws relating to water services and sewer or wastewater services are hereby repealed.

12. DATE OF COMMENCEMENT

This Bylaw shall come into force and take effect on September 1, 2022.

READ A FIRST TIME THIS 131 DAY OF ~~JUNE~~APRIL, 202224

MAYOR, D. Anderberg

CAO, L. Wilgosh

READ A SECOND TIME THIS 27 DAY OF ~~JUNE, 2022~~ _____, 2024

MAYOR, D. Anderberg

CAO, L. Wilgosh

READ A THIRD AND FINAL TIME THIS 27 DAY OF ~~JUNE, 2022~~ _____, 2024

MAYOR, D. Anderberg

CAO, ~~L. Wilgosh~~D. Henderson

SCHEDULE "A" – WATER CHARGES

Monthly rates or charges described in this Schedule are based on a nominal calendar month, regardless of number of days in that month, ranging between 28 and 31 days.

1. Service Charges (Town Users)

Service Charges are based on the size of the Water Meter and are a monthly charge.

As per Fee Structure Bylaw

2. Usage Charges (Town Users)

Usage Charges are based on the volume of water used by the Customer, based on the Water Meter reading. Usage Charges are categorized by Customer Class and based on \$ per cubic meter (m³).

As per Fee Structure Bylaw

3. Residential Flat Rate (Non-Metered)

Residential Customers without a Water Meter shall be charged a monthly flat rate.

As per Fee Structure Bylaw

4. Temporary Water Rate

Where it is proposed to use water from the Water System for constructing, altering, or repairing a building, the applicant of the building permit shall be charged a temporary water rate.

As per Fee Structure Bylaw

5. Water Dispensed Through Hydrants

As a condition of renting a Hydrant Connection Unit, the Hydrant User is responsible to pay to the Town a daily service charge (based on calendar days, not business days), for a minimum of 7 days, and a usage charge based on the volume of water used.

As per Fee Structure Bylaw

SCHEDULE "B" – WATER SERVICE FEES

The fees required by this Schedule are not refundable and are charged in all circumstances. They apply whether the service connection is related to supply of water at a metered rate or at a flat rate.

As per Fee Structure Bylaw

SCHEDULE “C” – OUTDOOR WATER USE RESTRICTIONS

Stage 1 – Voluntary Water Conservation

The Town of Pincher Creek kindly requests that Customers reduce their water consumption and use discretion in their activities.

Permitted	Restricted	Not Permitted
<ul style="list-style-type: none"> - Watering with sprinkler/irrigation system (lawn, garden, trees, or shrubs etc.) - Hand watering with garden hose (garden, trees, or shrubs etc.) - Hand watering with hand-held container (garden, trees, or shrubs etc.) - Watering of new grass (within 21 days for sod, within 45 days for seed) - Private & Commercial outdoor impermeable surface washing (exterior building surfaces, driveways, walkways, etc.) - Private & Commercial pressure washing (car washes etc.) - Using water for filling (outdoor decorative features, fountains, etc.) - Using water for filling (swimming pools, wading pools, hot tubs, etc.) - Using water for construction purposes (grading, compactions, dust control, etc.) 		

Stage 2 – Mandatory Water Restriction

Permitted	Restricted	Not Permitted
<ul style="list-style-type: none"> - Hand watering with garden hose (garden, trees, or shrubs etc.) - Hand watering with hand-held container (garden, trees, or shrubs etc.) - Private & Commercial pressure washing (car washes etc.) - Using water for filling (swimming pools, wading pools, hot tubs, etc.) - Using water for construction purposes (grading, compactions, dust control, etc.) 	<ul style="list-style-type: none"> - <u>Residential</u> Watering with sprinkler/irrigation system (lawn, garden, trees, or shrubs etc.) <ul style="list-style-type: none"> o Watering times restricted to 6:00am - 10:00am and/or 7:00pm – 11:00pm o Even numbered addresses restricted to watering on Wednesdays Only o Odd numbered addresses restricted to watering on Thursdays Only - Watering of new grass (within 21 days for sod, within 45 days for seed) <ul style="list-style-type: none"> o Watering times restricted to 6:00am - 10:00am and/or 7:00pm – 11:00pm - Private & Commercial outdoor impermeable surface washing (exterior building surfaces, driveways, walkways, etc.) <ul style="list-style-type: none"> o Only for health & safety purposes, preparation for painting (or similar). - <u>Commercial and Institutional uses may utilize sprinkler irrigation systems for a total of eight (8) hours per week. Extensions or variations can be granted by the CAO for specific uses.</u> 	<ul style="list-style-type: none"> - Private & Commercial outdoor impermeable surface washing (exterior building surfaces, driveways, walkways, etc.) <ul style="list-style-type: none"> o Washing for aesthetic purposes prohibited. - Using water for filling (outdoor decorative features, fountains, etc.)

Stage 3 – Mandatory Water Restriction

Permitted	Restricted	Not Permitted
<ul style="list-style-type: none"> - Hand watering with hand-held container (garden, trees, or shrubs etc.) - Private & Commercial pressure washing (car washes etc.) <ul style="list-style-type: none"> o Permitted only for commercial use - Using water for construction purposes (grading, compactions, dust control, etc.) 	<ul style="list-style-type: none"> - Watering of new grass (within 21 days for sod, within 45 days for seed) <ul style="list-style-type: none"> o Watering times restricted to 6:00am - 10:00am and/or 7:00pm – 11:00pm - <u>Commercial and Institutional uses may utilize sprinkler irrigation systems for a total of eight (8) hours per week. Extensions or variations can be granted by the CAO for specific uses.</u> 	<ul style="list-style-type: none"> - <u>Residential</u> Watering with sprinkler/irrigation system (lawn, garden, trees, or shrubs etc.) - <u>Residential</u> Hand watering with garden hose (garden, trees, or shrubs etc.) - Private & Commercial outdoor impermeable surface washing (exterior building surfaces, driveways, walkways, etc.) <ul style="list-style-type: none"> o All forms of washing outdoor surfaces are prohibited unless ordered by a regulatory authority for health & safety reasons - Private & Commercial pressure washing (car washes etc.) <ul style="list-style-type: none"> o Private use (non-commercial) not permitted - Using water for filling (outdoor decorative features, fountains, etc.) - Using water for filling (swimming pools, wading pools, hot tubs, etc.)

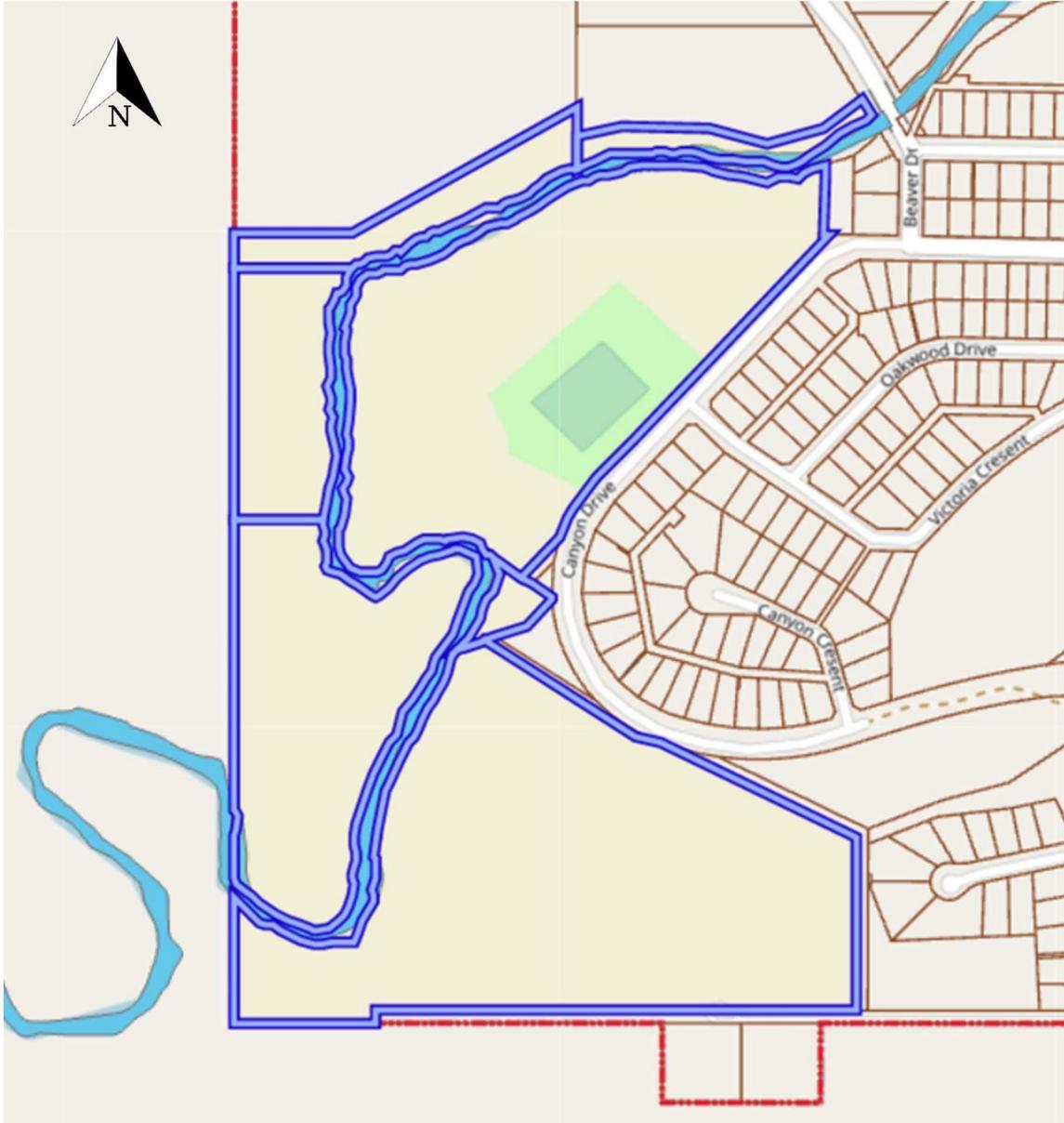
Stage 4 – Mandatory Water Restriction

Permitted	Restricted	Not Permitted
		<ul style="list-style-type: none"> - Watering with sprinkler/irrigation system (lawn, garden, trees, or shrubs etc.) - Hand watering with garden hose (garden, trees, or shrubs etc.) - Hand watering with hand-held container (garden, trees, or shrubs etc.) - Watering of new grass (within 21 days for sod, within 45 days for seed) - Private & Commercial outdoor impermeable surface washing (exterior building surfaces, driveways, walkways, etc.) <ul style="list-style-type: none"> o All forms of washing outdoor surfaces are prohibited unless ordered by a regulatory authority for health & safety reasons - Private & Commercial pressure washing (car washes etc.) - Using water for filling (outdoor decorative features, fountains, etc.) - Using water for filling (swimming pools, wading pools, hot tubs, etc.) - Using water for construction purposes (grading, compactions, dust control, etc.)

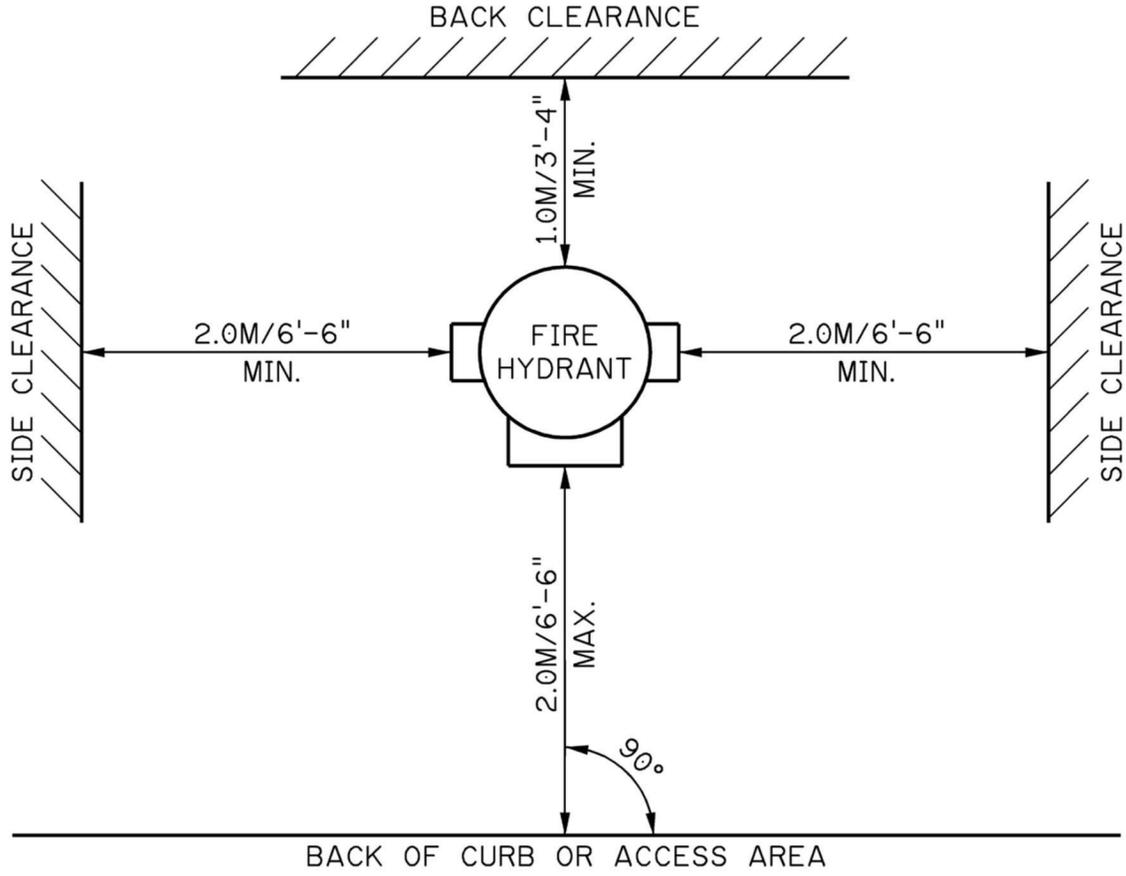
All other water usage will be permitted at the discretion of the CAO.

SCHEDULE "D" – PINCHER CREEK RIPARIAN AREA

Town property surrounding the Pincher Creek:



SCHEDULE "E" – OBSTRUCTION OF FIRE HYDRANTS



N.T.S.

SCHEDULE "F" – POTABLE WATER CHARGES FOR CUSTOMERS OUTSIDE TOWN LIMITS

1. This section is a place holder for future regional distribution of potable water. The Town of Pincher Creek does not currently provide regional potable water services outside of Town limits.
2. For all other Customers located outside of Town limits, a charge equal to the applicable Service Charge from section 1 of Schedule "A" plus the applicable Usage Charge from section 2 of Schedule "A" shall be paid to the Town.



Town of Pincher Creek

REQUEST FOR DECISION

Council or Committee of the Whole

SUBJECT: Street Name Consideration - Subdivision 2024-0-018	
PRESENTED BY: Lisa Goss, Legislative Service Manager	DATE OF MEETING: 4/8/2024

PURPOSE:

For Council to consider the street naming options for approved subdivision 2024-0-018.

RECOMMENDATION:

That Council for the Town of Pincher Creek agree that the proposed road extension of Tumbleweed Avenue remain Tumbleweed Avenue and to name the proposed cul-de-sac, approved in subdivision application 2024-0-018 on March 20, 2024 (Plan 8211483, Block 5, Lot 1) Tumbleweed Bay.

BACKGROUND/HISTORY:

On March 20, 2024 the Municipal Development and Subdivision Authority approved subdivision application 2024-0-018 to create five lots for multi-unit residential use on Lot 1, Block 5, Plan 8211483. Condition #10 of the approved subdivision states that the names of the road to be illustrated and dedicated on the registered final subdivision plan are to be approved by the municipality.

On March 27, 2006, Council for the Town of Pincher Creek accepted a list of street names (attached) of which the next name on the list is Happiness.

The applicant has suggested Tumbleweed Mews for the multi-unit subdivision. ORRSC Senior Planner, Steve Harty, suggests that Using the “mews” street reference is atypical for the Town of Pincher Creek as there are no current streets called such (‘mews’ is more common in the US or a bigger city) and that if the Town is okay with using Tumbleweed as a precursor reference, that either following that by using a “Bay”, “Place” or even “Court” would be more consistent with how cul-de-sacs have been named within the municipality.

ALTERNATIVES:

That Council for the Town of Pincher Creek agree to name the proposed cul-de-sac, approved in subdivision application 2024-0-018 on March 20, 2024 (Plan 8211483, Block 5, Lot 1) Tumbleweed Court / Tumbleweed Place / Tumbleweed Mews.

IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:

Section 58(1) of the Municipal Government Act states that a municipality may name roads or areas within its boundaries and may assign a number or other means of identification to building or parcels of land.

FINANCIAL IMPLICATIONS:

None at this time. It is anticipated that future phases of the subdivision will trigger negotiations regarding a secondary access to Highway 507.

PUBLIC RELATIONS IMPLICATIONS:

Going from a named existing short street and then switching at the end to another name would be confusing to residents, visitors and emergency services.

ATTACHMENTS:

minutes March 27, 2006_signed w attachment - 3372
North Hill ASP - road registered name - 3372
North Hill ASP Road names for subdivision - 3372
Subdivision Decision 2024-0-018 - 3372

CONCLUSION/SUMMARY:

Administration supports that Council for the Town of Pincher Creek agree to name the proposed cul-de-sac Tumbleweed Bay.

Signatures:

Department Head:

Lisa Goss

CAO:

Doug Henderson

*Town of Pincher Creek
Regular Council Meeting, March 27, 2006*

IN ATTENDANCE: Mayor Don Anderberg
Councillors Bill Bradshaw, Wayne Elliott (arrived at 8:30 p.m.), Ernie Olsen, Sharon Smith, Roy Smyth

Absent Councillor Trevor Birkmann

Staff F. A. Kornfeld, CAO; Al Roth
Director Operations; Cheryl Handford,
Admin Assistant

1. CALL TO ORDER

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

2. ADOPTION OF AGENDA

OLSEN:

That Council for the Town of Pincher Creek approve the agenda for the March 27, 2006 Regular Meeting of Council as amended. The amendment being the addition of item 13.3 Legal-Personnel.

CARRIED 06-125

3. SCHEDULED PUBLIC HEARING

4. DELEGATION/PRESENTATIONS

4.1 Scheduled Delegations

4.1.1 6:00 p.m. Brad Bustard-book presentation to Council

4.2 Unscheduled Delegations

5. ADOPTION OF MINUTES

5.1 Regular Council Meeting-March 13, 2006

SMYTH:

That the Council for the Town of Pincher Creek approve the Minutes of the Regular Council meeting held March 13, 2006 as amended. The amendment being on page 3, item 8.5, should read his support.

CARRIED 06-126

6. BUSINESS/BUSINESS ARISING FROM THE MINUTES

6.1 Street Names

OLSEN:

That the Council for the Town of Pincher Creek accept the list of the first nine street names as attached hereto and forming part of the minutes and that the N.E. industrial section be given theme street names.

CARRIED 06-127

**6.2 Proposals: RCMP Detachment Building
SMITH:**

That the Council for the Town of Pincher Creek award Stephens Kozak Carr and Brown the contract for Architectural Consulting Services for the new RCMP Detachment Building to be located at lots 1 & 2, block 4, plan 0113201 at a cost of 9.25% of the construction cost of the building, disbursements included.

CARRIED 06-128

7. DISPOSITION OF DELEGATIONS

8. NEW BUSINESS

**8.1 Invitation to Host 2007 Southern Alberta Summer Games
BRADSHAW:**

That the Council for the Town of Pincher Creek decline to bid on the 2007 Southern Alberta Summer Games.

CARRIED 06-129

8.2 Seniors' Health Conference 2006

A directive was issued to decline, with regrets, attendance at the Seniors' Health Conference.

**8.3 2005 Annual Report: Pincher Creek Municipal Library
OLSEN:**

That the Council for the Town of Pincher Creek accept the 2005 Annual Report from the Pincher Creek Municipal Library as information.

CARRIED 06-130

**8.4 Chinook Arch Regional Library System: Annual General Meeting
SMYTH:**

That the Council for the Town of Pincher Creek authorize Councillor Wayne Elliott to attend the Annual General Meeting of the Chinook Arch Regional Library System on Saturday, April 8, 2006 to be held in Lethbridge.

CARRIED 06-131

8.5 Third Annual Elected Officials Meeting

A directive was issued on this matter that Administration contact the Municipal District of Pincher Creek No. 9 to inquire if they wish to participate and that the dates of May 3rd or May 17th, 2006 be submitted as tentative dates.

8.6 Dangerous Goods Inspector

SMYTH:

That the Council for the Town of Pincher Creek agree to execute the Memorandum of Agreement between the Town of Pincher Creek and Alberta Infrastructure and Transportation to allow our Special Constable to enforce the Town of Pincher Creek Dangerous Goods Bylaw #1534.

CARRIED 06-132

8.7 Support of Cardston Resolution for AUMA Convention

There was no action on this item.

8.8 2006 Engineering Consultants

SMITH:

That the Council for the Town of Pincher Creek appoint the consulting firm of Martin Geomatics Ltd. as this municipalities engineering consultants.

CARRIED 06-133

9. REPORTS

ANDERBERG:

Crestview Lodge meeting-proposed budget shows no increase to municipalities this year-long term plan being developed

March 16 and 17, 2006 – Dealing With Difficult Issues workshop

March 23, 2006 – Met with Ted Menzies

SMYTH:

March 15, 2006 – Crestview meeting

March 16, 2006 – Kootenai Brown Museum meeting

March 20, 2006 – Community Hall meeting

SMITH:

March 14, 2006 – MMERI meeting

March 15, 2006 – EMS meeting

March 16 & 17, 2006 – Dealing With Difficult Issues Workshop

March 23, 2006 – Centennial meeting

March 27, 2006 – Rent Review Committee meeting

*Town of Pincher Creek
Regular Council Meeting, March 27, 2006*

OLSEN: Thank you on behalf of Pincher Creek Bantams
March 14, 2006 – Economic Development meeting
March 16 & 17, 2006 – Dealing With Difficult Issues
Workshop
March 27, 2006 – Rent Review Committee meeting

BRADSHAW: March 14, 2006 – Pincher Creek Watershed Annual
General Meeting
March 15, 2006 – EMS meeting
March 16, 2006 – Attended fire scene at trailer park
March 22, 2006 – Oldman River meeting
March 23, 2006 – RCMP architectural consultants
presentation

OLSEN:

That the Council for the Town of Pincher Creek accept the Council Reports as information.

CARRIED 06-134

10. **ADMINISTRATION**
10.1 Administration Reports

SMITH:

That Council of the Town of Pincher Creek accept Administration Reports as information.

CARRIED 06-135

Joyce McFarland asked Mayor and Council for permission to be heard at this time. She commended Public Works for their action on the ice build up by Canyon Manor.

11. **ROUNDTABLE**
Councillor Olsen enquired as to departure time for the trip to High River.

Councillor Bradshaw stated the EMS audit was complete and will be mailed tomorrow and extended an invitation for the Mayor to attend audit presentation. He stated that he is working on the new Disaster Bylaw.

Councillor Olsen enquired if anyone in attendance could attend the April 5th, 2006 EMS meeting on his behalf. An alternate meeting date will be selected.

The Chief Administrative Officer stated that the auditors were at the Town Office and if anyone had any concerns to please contact their office.

*Town of Pincher Creek
Regular Council Meeting, March 27, 2006*

**13.1 Land Matter - Assignment
OLSEN :**

That the Council for the Town of Pincher Creek authorize Administration to execute the Amending Agreements for Purchase of Lots 2-6, Block 1, Plan 0511229 as presented at the March 27, 2006 Regular Council Meeting.

CARRIED 06-141

**13.2 Legal: Personnel
NO MOTION**

**14. ADJOURNMENT
ANDERBERG :**

That this Regular Meeting of Council of March 27, 2006 be hereby adjourned at 9:47 p.m.

CARRIED 06-142



MAYOR, Don Anderberg



CAO, F. A. Kornfeld

**APPROVED BY RESOLUTION
OF THE COUNCIL OF THE
TOWN OF PINCHER CREEK,
THIS 10 DAY OF April, 2006**

S E A L

**NEXT REGULAR MEETING OF COUNCIL TO BE HELD ON MONDAY,
APRIL 10, 2006.**

INITIAL 

TOWN OF PINCHER CREEK FUTURE STREET NAMES

Only street names that received a 'very desirable' (1) and 'desirable (2) vote by more than one member of Council have been included. Streets and Avenue are dependant upon whether it runs north and south 'avenue' – or east and west 'street'.

Approved Names by Majority of Council:

- Livingstone Way
- Sunshine Bay
- Happiness
- Majestic
- Chinook (recommended for Industrial Park)
- Kootenay Park
- Windy
- Windmill
- Hurricane
- ~~Broadwell~~
- Yellowhorn
- Waterchief
- Big Bull
- Small Legs
- Plain Eagle
- Bad Eagle

Council will need to vote on these suggestions if They Wish These New Names Included as future street names:

Other suggestions by Council:

<u>Grains</u>	<u>Galaxies</u>	<u>Floral</u>	<u>Birds</u>	
. Barley	. Saturn	. rose	. robin	. sandpiper
. Wheat	. pluto	. lily	. sparrow	. blackbird
. Oats	. mars	. honeysuckle	. finch	. swallow
. Rye	. Jupiter	. lilac	. cardinal	. eagle
. Sorghum	etc,etc.	etc.etc.	. oriole	. raven
			. lark	. dove
			. nightingale	. crane
. Burgess			. meadowlark	. bluebird
. Hardy			. hummingbird	. blue jay

See Attached Page with New Suggestions from a Resident...These suggestions will need to be voted on at the meeting if they are to be included as future street names:

Comments:

- . does not like the idea of naming after politicians or citizens .. it may attract criticism by forgetting someone. It is very difficult.
- . Agree with numbered streets, however, this will involved a huge cost but allows police/EMS a fast reference to people in emergency situations

At your invitation to submit names for **NEW STREETS** and **AVENUES** for future use. I
Tom Patterson, a resident of this town for over 48 years, would like to propose and present
to you for consideration.

A). The name of **"FRANCIS SORGE" STREET.**

re. Mr Sorge was a local war veteran who served as a fighter pilot in North Africa
and Western Europe. By destroying railroads, stations, air fields, and bridges. As well as escorting
and protecting allied bombers on raids in occupied Europe, etc, etc. He is **A VERY HIGHLY
DECORATED PINCHER CREEK BORN PILOT**
that served Canada well.

B). The name of **"TOMMY PATTERSON" STREET.**

re. A young local man who risked his own life during the winter of 1944-1945 by
making a very important contribution to end the stale-mate in the war in Holland. Patterson's
platoon destroyed a concrete fortification on the causeway on the **"Schelde"**, a waterway in
"Zeeland", that made it possible for the allied to bring in supplies to the port of **"Antwerp"**.
Thereby shortening the route for supplying the front line's during the push to free Europe.

C). The name of **"HENRY PLANGER" STREET.**

re. Mr Planger was a member of a special detachment consisting of Canadian
and American members which were specially trained to carry out raids behind enemy lines in
Europe or where ever needed. I.E. **to FREE ALLIED PRISONERS**, or **by** individuals, blowing up
power stations, bridges, or any other important installations. Then to return back to do it over again
somewhere else. **MR. PLANGER IS HIGHLY DECORATED** by the **CANADIAN AND AMERICAN
ARMYS**. He is one of the few Canadians that served in that unit. He is born and raised in the
Fishburn District where he still resides:

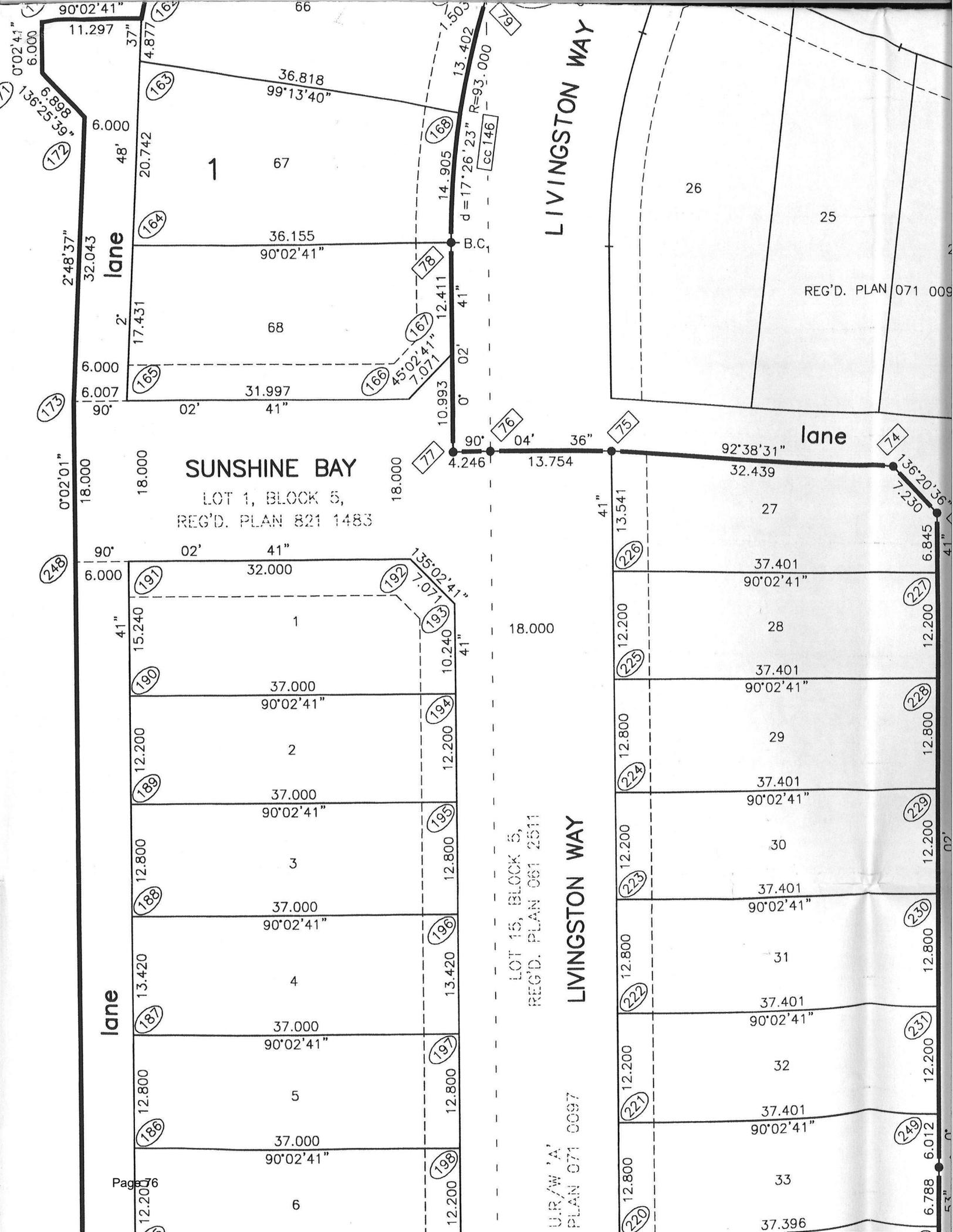
I feel that all three formentioned persons are worthy of being remembered by
having a street named in their honor.

NOTE: As done by the M.D. # 9, of Pincher Creek after the "Boer War" in Africa. They
named districts after locals that served exceptional roles,

I.E. The **"ROBERT KERR"** District south of Pincher Creek, plus several others.

D). Furthermore, I would like to present a name for an Avenue.

The name of **"VETERANS AVENUE"**, in honor of all the men and women who
served Canada so well in times of war and peace, in any form or calling.



SUNSHINE BAY
 LOT 1, BLOCK 5,
 REG'D. PLAN 821 1483

LOT 15, BLOCK 5,
 REG'D. PLAN 061 2511

U.R./W 'A'
 PLAN 071 0097

LIVINGSTON WAY

LIVINGSTON WAY

lane

lane

lane

REG'D. PLAN 071 009

0°02'41" 6.000
 136°25'39" 6.898
 90°02'41" 11.297
 37" 4.877
 163

173
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 36.155
 90°02'41"

191
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 32.000
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NW North Hill ASP Bylaw No. 1313



SUBDIVISION APPLICATION DECISION

Our File: 2024-0-018

Your File:

NOTICE DATE: March 20, 2024

TO: 2284544 Alberta Ltd., Danielle Heaton, Town of Pincher Creek, MD of Pincher Creek No. 9, G. Scott - ORRSC, Holy Spirit RC School Division, Livingstone Range School Division, AltaLink, FortisAlberta, TELUS, Apex Utilities Inc., ATCO Gas, ATCO Pipelines, AB Health Services - South Zone, AB Environment & Protected Areas - J. Cayford, AB Transportation, Historical Resources Administrator, AER, Canada Post

RE: Lot 1, Block 5, Plan 8211483 within NE1/4 22-6-30-W4M / Town of Pincher Creek

DECISION: APPROVED ON CONDITION

DECISION DATE: March 20, 2024

(See attached resolution for conditions)

Your subdivision application has been *Approved on Condition* and a copy of the decision is attached.

We advise that it is the applicant's responsibility to ensure that all conditions of approval have been met. This process will require coordination between yourself, your surveyor, ORRSC and your municipality.

The subdivision may be finalized following the required 14-day appeal period as outlined below. If no appeals have been filed within the specified time period, you may proceed with the finalization. You have **one year from the approval date** to finalize your subdivision. *(If you are unable to finalize the subdivision within this time frame please contact the ORRSC in order to request a possible time extension. A minimum extension fee of \$350.00 will be required.)*

Right to Appeal

Pursuant to the Municipal Government Act, the applicant, government departments, and local authorities have a right to appeal the decision, any conditions, or the reserve requirement of the subdivision **within 14 days of receipt of this notice** to the appropriate appeal board. The date of receipt of the decision is deemed to be 7 days from the date the decision is mailed. The appeal may be commenced by providing a written statement of the grounds of appeal to:

Land and Property Rights Tribunal - Subdivision Appeals Case Manager

2nd Floor, Summerside Business Centre
1229 – 91 Street SW, Edmonton, Alberta T6X 1E9
lprrt.appeals@gov.ab.ca

The appeal board must receive your notice of appeal within 21 days of the date of this letter informing you of the subdivision authority's decision. **There are no fees for appeals filed to the Land & Property Rights Tribunal.**

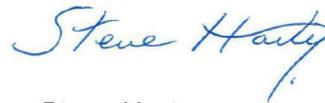
In order for your surveyor to register your subdivision at the Land Titles Office, they must receive an "Endorsement" document from our office. ORRSC will provide the Endorsement upon receipt of the following:

- **Finalization fee** – pay to ORRSC the finalization fee of \$220.00 for each new lot to be created by the subdivision.
- **Fulfilling the Conditions** – ensure that all the conditions of your approval have been met (*refer to attached Resolution*) and provide the Oldman River Regional Services Commission documented evidence to that effect.
- **Surveyor's package** which includes the Plan of Survey, signed consents, etc. (or your separation of title document as prepared by your lawyer or surveyor).

After endorsement, we will return the documents to your surveyor who will register them with the Land Titles Office.

Should you require any further clarification please contact ORRSC at (403) 329-1344 or visit our website at www.orrsc.com for more details regarding the finalization process.

Yours truly,



Steve Harty
Senior Planner

SH/jm
Attachment

RESOLUTION

2024-0-018

Town of Pincher Creek

Residential subdivision of Lot 1, Block 5, Plan 8211483 within NE1/4 22-6-30-W4M

THAT the Residential subdivision of Lot 1, Block 5, Plan 8211483 within NE1/4 22-6-30-W4M (Certificate of Title No. 231 243 412), to create five lots, four at 0.53-acres (0.22 ha) each in size and one at 0.78-acres (0.31 ha) respectively in size from a 10.57-acre (4.28 ha) parcel, for multi-unit residential use; BE APPROVED subject to the following:

CONDITIONS:

1. That, pursuant to Section 654(1)(d) of the Municipal Government Act, all outstanding property taxes shall be paid to the Town of Pincher Creek.
2. That, pursuant to Section 655(1)(b) of the Municipal Government Act, the applicant or owner or both enter into and comply with a Development Agreement with the Town of Pincher Creek which shall be registered concurrently with the final plan against the title(s) being created. This agreement may make reference to the provision municipal servicing, road construction, lot grading, soil erosion management, shallow utilities, and terms for security, etc.
3. That a plan of survey as prepared by an Alberta Land Surveyor illustrating the size and dimensions of all lots and public roadways as approved for the subdivision, including the addition of corner cuts on the lanes and roadways, be provided for final endorsement.
4. That an Engineered Servicing detail (construction) design plan for the entire subdivision area (parent title), be provided to the satisfaction of the Town, which may be addressed through the terms of the development agreement. This servicing design plan shall illustrate the proposed municipal servicing for the overall area (all 3 phases) and how the subdivision first phase will tie-in with the overall plan.
5. That the applicant provides an up to date Engineered Storm Water Management Plan for the entire subdivision area (parent title) to the satisfaction of the Town, which may be addressed through the terms of the development agreement.
6. That the applicant provides an Engineered Site Grading (Lot Grading) Plan to the satisfaction of the Town, to ensure that proposed grading of each lot will not adversely affect abutting lots, and that the finished building lot grades conform to the overall master drainage plan. Alternatively, this may be addressed through the terms of the development agreement.
7. That an engineered Soil Management/Erosion/Sediment Control Plan be provided by the applicant to the satisfaction of the Town, to outline the requirements for soil management for the subdivision from the initiation of earth work until the area is fully developed, revegetated and landscaped, which may be addressed through the terms of the development agreement.
8. That a utility right-of-way plan at a minimum 3.5 m width to be jointly shared by all shallow utility providers shall be registered along the lot frontages, with the easement agreement to be in the name of the municipality as the benefitting holder.
9. That the applicant is responsible at their expense for meeting the conditions of the Historical Resources Administrator of the *Ministry of Arts, Culture and the Status of Women*, including applying for and obtaining Historical Resource Act approval, via the Online Permitting and Clearance (OPaC) system as applicable. A copy in writing of any Historical Resources Act approval must be provided to the Subdivision Authority prior to final endorsement.
10. The names of the road to be illustrated and dedicated on the registered final subdivision plan are to be approved by the municipality.

REASONS:

1. The proposed subdivision is consistent with the South Saskatchewan Regional Plan and complies with both the Municipal Development Plan and Land Use Bylaw.
2. The Subdivision Authority is satisfied that the proposed subdivision, with the conditions imposed, is suitable for the purpose for which the subdivision is intended pursuant to Section 9 of the Matters Related to Subdivision and Development Regulation.
3. The proposal conforms to the criteria of the Town of Pincher Creek's Land Use Bylaw and all of the lots meet the bylaw's minimum lot dimensions and sizes (for multi-unit residential uses for semi-detached, duplexes, and row houses).
4. The Subdivision Authority has determined this is the first phase of the last parcel for a residential subdivision in accordance with the North Hill ASP (Bylaw No. 1313), and this 4.30-acre portion of the title was designated R4 in 2016 by Town Council and conforms to the revised ASP concept layout adopted (amended by Bylaw No. 1313-A).

INFORMATIVE:

- (a) With respect to Section 663 of the MGA, Municipal Reserve will not be required with this Phase 1 application and will be deferred until the final 3rd Phase upon which the final land calculation will be made based on the final surveyed plan. If there is any calculated outstanding reserve land area owing (less the previously dedicated land areas in the ASP) it will be addressed at that time.
- (b) That a legal description for the proposed parcel be approved by the Surveys Branch, Land Titles Office, Calgary.
- (c) The applicant/owner is advised that other municipal, provincial or federal government or agency approvals may be required as they relate to the subdivision and the applicant/owner is responsible for verifying and obtaining any other approval, permit, authorization, consent or license that may be required to subdivide, develop and/or service the affected land (this may include but is not limited to Alberta Environment and Protected Areas, Alberta Transportation, and the Department of Fisheries and Oceans.)
- (d) The applicant/owner is advised that the next phase of the subdivision will require the provision of a TIA as requested by Alberta Transportation for the future north access alignment to Highway 507.
- (e) Gavin Scott, Senior Planner for the MD of Pincher Creek has no concerns.
- (f) Further to the above-noted circulation, TELUS Communications Inc. will require a utility right of way in order to provide service to this new development.

Please have TELUS' requirement added as a condition of approval and have the applicant contact rightofwayAB@telus.com to initiate a TELUS Utility Right of Way Agreement.

- (g) Thank you for contacting FortisAlberta regarding the above application for subdivision. We have reviewed the plan and determined that no easement is required by FortisAlberta.

FortisAlberta is the Distribution Wire Service Provider for this area. The developer can arrange installation of electrical services for this subdivision through FortisAlberta. Please have the developer contact 310-WIRE (310-9473) to make application for electrical services.

Please contact FortisAlberta land services at landserv@fortisalberta.com or by calling (403) 514-4783 for any questions.

- (h) ATCO Gas has no objection to the proposed as it does not fall within our franchise area.
- (i) ATCO Transmission high pressure pipelines has no objections. Questions or concerns related to ATCO high pressure pipelines can be forwarded to hp.circulations@atco.com.

- (j) Apex Utilities Inc. has no objection to the proposed subdivision described in the file mentioned above.

We wish to advise that we have no facilities in the proposed subdivision, however, please notify Utility Safety Partners at 1-800-242-3447 to arrange for “field locating” should excavations be required within the described area.

We wish to advise that any relocation of existing facilities will be at the expense of the developer and payment of contributions required for new gas facilities will be the responsibility of the developer.

- (k) Alberta Transportation – Leah Olsen, Development/Planning Technologist:

“This will acknowledge receipt of your circulation regarding the above noted proposal. The subdivision application would be subject to the requirements of Sections 18 and 19 of the Matters Related to Subdivision and Development Regulation (The Regulation), due to the proximity of Highway(s) 785, 507, 6

Transportation and Economic Corridors offers the following comments with respect to this application:

The requirements of Section 18 of the Regulation are not met. The department anticipates minimal impact on the highway from this proposal. Pursuant to Section 20(1) of the Regulation, Transportation and Economic Corridors grants approval for the subdivision authority to vary the requirements of Section 18 of the Regulation.

The requirements of Section 19 of the Regulation are not met. There is no direct access to the highway and there is sufficient local road access to the subdivision and adjacent lands. Pursuant to Section 20(1) of the Regulation, Transportation and Economic Corridors grants approval for the subdivision authority to vary the requirements of Section 19 of the Regulation.

Further, should the approval authority receive any appeals in regard to this application and as per Section 678(2.1) of the Municipal Government Act and Section 7(6)(d) of the regulation, Transportation and Economic Corridors agrees to waive the referral distance for this particular subdivision application. As far as Transportation and Economic Corridors is concerned, an appeal of this subdivision application may be heard by the local Subdivision and Development Appeal Board provided that no other provincial agency is involved in the application

FOR INFORMATION PURPOSES ONLY

The next phase of subdivision will require a Traffic Impact Assessment (TIA) for connection to the provincial highway. <https://open.alberta.ca/publications/traffic-impact-assessment-guidelines>
<https://open.alberta.ca/publications/who-pays-for-highway-improvements-caused-by-single-developments- multiple-developments>

Transportation and Economic Corridors has the following additional comments and/or requirements with respect to this proposal:

1. The department expects that the municipality will mitigate the impacts of traffic generated by developments approved on the local road connections to the highway system, pursuant to Policy 7 of the Provincial Land Use Policies and Section 618.4 of the Municipal Government Act

Please contact Transportation and Economic Corridors through the [RPATH Portal](#) if you have any questions, or require additional information.”

- (l) Historical Resources – Barry Newton, Land Use Planner:

“We have reviewed the captioned Subdivision Application and determined that the property in question has an HRV value of 4p and 5a.

Consequently, the applicant must obtain *Historical Resources Act* approval prior to proceeding with any land surface disturbance associated with subdivision by submitting a Historic Resources Application through Alberta Arts, Culture and Status of Women’s Online Permitting and Clearance (OPaC) system – www.opac.alberta.ca.

The applicant should review the Land Use Procedures Bulletin: Subdivision Development Historical Resources Act Compliance (<https://open.alberta.ca/publications/subdivision-historical-resources-act-compliance>) prior to OPaC submission (attached).

Subdivision *Historical Resources Act* Compliance

PURPOSE: To identify the circumstances under which proposed subdivisions require *Historical Resources Act* approval and to provide guidelines for the submission of applications to obtain approval.

SCOPE: Subdivision applicants, developers, municipalities, and other planning authorities in Alberta.

BACKGROUND: In accordance with Section 5(5) of the [Subdivision and Development Regulation](#), applications for subdivision of areas containing or likely to contain historic resources must be referred to Alberta Culture and Status of Women. This requirement applies equally to private and public lands.

PROCEDURES - ROUTINE:

Subdivision

The subdivision authority and/or the owner/developer must consult the **Listing of Historic Resources**¹ to determine if the lands that are subject to subdivision have been flagged as having a **Historic Resource Value (HRV)**.

1. **If the subject lands do not overlap areas identified in the Listing of Historic Resources**, *Historical Resources Act* approval is not required, although the provisions of Section 31 of the *Historical Resources Act* still apply.²

¹ The Listing of Historic Resources is a publicly available list of lands that contain, or are likely to contain, significant historic resources. Updated twice yearly, the Listing is an information resource for residential, commercial, and industrial developers and can guide the regulatory approval process. The Listing and Instructions for Use are available at: <https://www.alberta.ca/listing-historic-resources.aspx>.

² It is important to note that, even if *Historical Resources Act* approval is not required prior to the initiation of land surface disturbance activities, or if *Historical Resources Act* approval has been granted, Section 31 of the *Act* requires that anyone who discovers a historic resource, such as an archaeological, palaeontological, historic structures or Aboriginal Traditional Use site, during the course of development activities must cease work and notify Alberta Culture and Status of Women immediately for further direction on the most appropriate action. Details about who to contact can be found in [Standard Requirements under the *Historical Resources Act*: Reporting the Discovery of Historic Resources](#).

2. **If the subject lands wholly or partially overlap areas identified as having an HRV of 1, 3, or 4 in the Listing of Historic Resources, *Historical Resources Act*** approval is required. A Historic Resources (HR) Application must be submitted via the Online Permitting and Clearance ([OPaC](#)) system.³ Development activities, including any land disturbance, may not proceed until *Historical Resources Act* approval has been obtained in writing.⁴
3. **If the subject lands wholly or partially overlap areas identified as having an HRV of 5 (and no other value) in the Listing of Historic Resources, *Historical Resources Act*** approval must be obtained through the submission of an HR Application, with the following exceptions:
 - First parcel out
 - 80-acre split
 - Lot line/boundary adjustment
 - Parcel consolidation

Subdivisions for these four purposes do not require *Historical Resources Act* approval if situated in lands assigned an HRV of 5 only. Subdivision of HRV 5 lands for all other purposes do require *Historical Resources Act* approval, and development, including any land disturbance, may not proceed until this approval has been obtained in writing.

Lands that contain, or are likely to contain, significant historic resources may require the conduct of a [Historic Resources Impact Assessment](#) (HRIA) prior to development. If required, this direction will be communicated in Alberta Culture and Status of Women's response to the HR application. All HRIAs are to be conducted by a qualified heritage consultant on behalf of the developer, at the developer's expense. Results of the HRIA must be reported to Alberta Culture and Status of Women and subsequent *Historical Resources Act* approval must be granted before development proceeds.

Where a proposed subdivision includes lands that overlap areas with HRVs in the Listing, a subdivision authority may choose to submit the details for review in an HR Application prior to subdivision approval or condition *Historical Resource Act* approval as part of their subdivision approval. In these instances, no development activities are to commence until *Historical Resources Act* approval has been granted.

³ Information regarding Historic Resources Applications and the OPaC system can be found at: <https://www.alberta.ca/online-permitting-clearance.aspx>. In addition, help buttons within the application provide guidance on how to complete the form.

⁴ The Historic Resources Application must include all lands in the subdivision area, not just those identified as having an HRV.

Area Structure and Redevelopment Plans

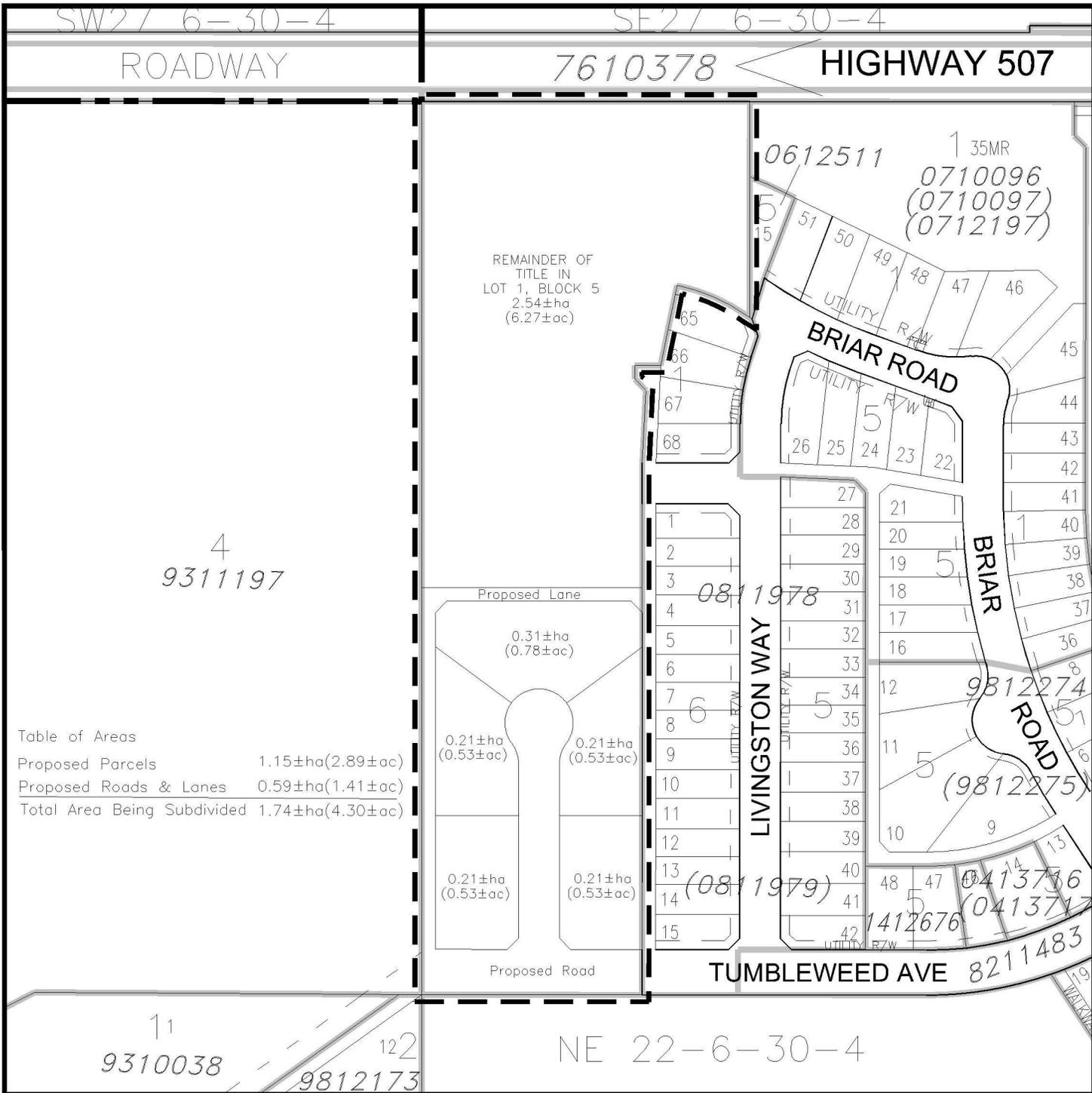
It is recommended that municipalities and/or developers submit for review through the OPaC system, all Area Structure Plans, Area Redevelopment Plans, and other long-term planning documents. Submission is made via a Historic Resources Application. The outcome of application review will provide the applicant with information about historic resource concerns in the planning areas and may offer guidance for developing strategies to address these concerns.

PROCEDURES – NON-ROUTINE:

Notwithstanding the instruction provided above, if Alberta Culture and Status of Women is made aware of historic resource concerns associated with lands not included in the Listing of Historic Resources, direction may be given to submit an HR application. This direction is made under Section 37(2) of the [*Historical Resources Act*](#) and can be applied to any type of project.

Questions?

For further information please contact HRA.Team@gov.ab.ca.



SUBDIVISION SKETCH

See tentative plan of subdivision by BRT Consulting file no. BRT-23-416

LOT 1, BLOCK 5, PLAN 8211483 WITHIN
NE 1/4 SEC 22, TWP 6, RGE 30, W 4 M
MUNICIPALITY: TOWN OF PINCHER CREEK
DATE: FEBRUARY 1, 2024
FILE: 2024-0-018

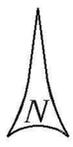
APPROVED

Approved

Approved subject to revised parcel configuration

Approved Subdivision is subject to the conditions listed in the Approval Letter attached.

Steve Harty
Oldman River Regional Services Commission





Town of Pincher Creek

REQUEST FOR DECISION

Council or Committee of the Whole

SUBJECT: Communities in Bloom Committee Terms of Reference	
PRESENTED BY: Adam Grose, Recreation Manager	DATE OF MEETING: 4/8/2024

PURPOSE:

To review and adopt the proposed Terms of Reference for the Communities in Bloom Committee.

RECOMMENDATION:

That Council for the Town of Pincher Creek agree to adopt the Terms of Reference for the Communities in Bloom Committee, and add the Communities in Bloom Committee to the list of approved Town Council Committees.

BACKGROUND/HISTORY:

The Communities in Bloom Committee has been in operation for over 20 years. A Town of Pincher Creek Councillor has traditionally been appointed to this committee, however, a formal Terms of Reference has never been adopted by Town Council for this Committee.

The existing Communities in Bloom Committee has reviewed their requirements for this Committee and is recommending to Council the attached Terms of Reference to help guide their committee meetings.

The statement creating a standing or ad hoc sub-committee, which are contrary terms, is concerning to Administration as it leads to another committee without terms or reference. It may be more appropriate for the Committee to create a Task Force with a specific objective. Council Policy 101-93 section 9.0 mentions the task force option.

ALTERNATIVES:

That Council for the Town of Pincher Creek agree to adopt the Terms of Reference for the Communities in Bloom Committee with the deletion of the Heritage Signage Committee statement, and add the Communities in Bloom Committee to the list of approved Town Council Committees.

That Council for the Town of Pincher Creek direct Administration to make changes as discussed to the proposed Terms of Reference for the Communities in Bloom Committee and bring back to a future Council Meeting for decision.

That Council for the Town of Pincher Creek accept the proposed Terms of Reference for the Communities in Bloom Committee as information.

IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:

The Recreation Master Plan comments on community beautification and tourism attraction. The Council Appointed Boards, Commissions & Committees Policy 101-93 is applicable to this process.

FINANCIAL IMPLICATIONS:

The Committee would only be acting in an advisory capacity to Council, and would not be able to make financial decisions on behalf of the Town of Pincher Creek.

Councillors appointed to this committee would be eligible for the applicable per diem payments to attend meetings.

There may be some minimal overtime costs for administration to attend any meetings and events taking place in the evenings or weekends.

PUBLIC RELATIONS IMPLICATIONS:

None

ATTACHMENTS:

CIB Terms of Reference - Draft - 3373

CONCLUSION/SUMMARY:

Administration supports adopting the amended proposed Terms of Reference for the Communities in Bloom Committee with one amendment.

Signatures:

Department Head:

Doug Henderson

CAO:

Doug Henderson



Communities in Bloom Terms of Reference



Committee Name

Communities in Bloom Committee

Purpose

To help facilitate the development of the Town of Pincher Creek in the Communities in Bloom Beautification program, with a focus on environmental sustainability, enhancing green spaces and heritage conservation in culture.

The objective for the Communities in Bloom Committee is to assist the Town of Pincher Creek as they are evaluated on the overall contribution of residential, commercial, and institutional spaces regarding the six criteria:

- Community Appearance
- Environmental Action
- Heritage Conservation
- Tree Management
- Landscape
- Plant and Floral Displays

The Communities in Bloom Committee will foster community involvement throughout all aspects of the program.

Membership

Communities in Bloom shall be composed of one member of the Council, Recreation Department (or alternate) and a minimum of five (5) community citizen representatives to a maximum of nine (9).

The Committee Terms shall be as follows:

Council Representative

The Town Councilor term commences on the day of their appointment and ends on the day of the next Organizational Meeting of each Council.

Members-at-Large

- Serve for a 2-year term.
- Upon completion of a term, a member who has held the position shall be eligible for another term.
- Any Member of the Committee may resign upon sending notice in writing to the Chair of Communities in Bloom

Town of Pincher Creek Representative

A Town of Pincher Creek Staff member will be appointed to the Committee and will take the role as Secretary. This is a non-voting member.

Frequency of Meetings

The Committee shall hold no less than six (6) regular meetings of the Committee each year. Additional meetings may be held if going into a judging (evaluation) year.

Authority

Communities in Bloom is an advisory committee authorized by Pincher Creek Town Council. The Committee shall report to the Town Council through the Recreation Department.

The Committee shall elect a Chair, Vice-Chair from the membership attending the first regular meeting of the Committee each calendar year.

An appointed Council representative will not hold an executive position.

The appointed Recreation Department representative will act as secretary and provide the agenda and distribution of the minutes unless otherwise directed by the Chair.

Quorum will exist when a simple majority of the registered members are present at a meeting. Motions do not require a seconder, cannot be made by the Chair, and are passed by a simple majority.

All members including the Chair shall vote on all questions. In the event of a tie, the motion shall be lost.

The Committee may request the advice or participation (non-voting) of individuals or organizations/Town Committees with a particular area of expertise. The Committee Secretary will coordinate, through consultation with the Chair, the request made by the Committee.

Term

The Communities in Bloom Committee will be a permanent Committee while the Town of Pincher Creek continues to participate in the Communities in Bloom program.

Sub Committees may be struck on an as needed basis and will have at minimum one appointed Communities in Bloom Committee member and may have other members at large.

Heritage Signage Committee

The Heritage Signage Committee is a standing ad hoc committee created to address a gap as identified by the Communities in Bloom Committee.

CAO, Town of Pincher Creek

Date



Town of Pincher Creek

REQUEST FOR DECISION

Council or Committee of the Whole

SUBJECT: Bellecrest Days 2024	
PRESENTED BY: Doug Henderson, Chief Administrative Officer	DATE OF MEETING: 4/8/2024

PURPOSE:

Bellecrest Days has invited the Town of Pincher Creek to participate in the event,

RECOMMENDATION:

That Council for the Town of Pincher Creek accept the Bellecrest Days invitation and send Councillor(s) _____ to attend on June 15, 2024.

BACKGROUND/HISTORY:

The Bellecrest Community Association, now in its 45th year, is again bringing Bellecrest Days to the Crowsnest Pass. They are excited to announce that Bellecrest Days will be going back to a full weekend event, starting on Friday evening with a community potluck and all ages street dance and wrapping up Sunday afternoon with the Fathers Day BBQ and activities.

As always, they will once again be having a parade at 11 AM on Saturday June 15, 2024 with judging at 10 AM at the Bellevue Campground. They are formally inviting the Town of Pincher Creek to participate.

ALTERNATIVES:

That Council for the Town of Pincher Creek accept the invitation to participate in Bellecrest Days 2024 as information.

IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:

NA

FINANCIAL IMPLICATIONS:

Council Remuneration & Candy

PUBLIC RELATIONS IMPLICATIONS:

Council involvement in the greater community of SW Alberta can help residents achieve a better quality of life.

ATTACHMENTS:

CONCLUSION/SUMMARY:

Administration supports Town participation in Bellecrest days with a Councillor or two to attend the event.

Signatures:

Department Head:

Doug Henderson

CAO:

Doug Henderson

From: Bellecrest Community Association <bellecrestdays@gmail.com>

Sent: Monday, March 25, 2024 12:31 PM

To: April McGladdery <reception@pinchercreek.ca>

Subject: Bellecrest Days 2024

Hello,

The Bellecrest Community Association, now in its 45th year, is again bringing Bellecrest Days to the Crowsnest Pass. We are excited to announce that Bellecrest Days will be going back to a full weekend event, starting on Friday evening with a community potluck and all ages street dance and wrapping up Sunday afternoon with our Fathers Day BBQ and activities.

As always, we will once again be having a parade at 11 AM on Saturday June 15, 2024 with judging at 10 AM at the Bellevue Campground and we would formally like to invite the Town of Pincher Creek to participate.

Please fill out the form below to enter and we look forward to seeing you there.

Thank you for your time and consideration.

<https://forms.gle/iPNJkUurxE4WgTM8A>

Rean Knight
Secretary

Bellecrest Community Association
Box #452, Bellevue, AB T0K 0C0
bellecrestdays@gmail.com



Town of Pincher Creek

REQUEST FOR DECISION

Council or Committee of the Whole

SUBJECT: Snow Management Community Engagement Survey	
PRESENTED BY:	DATE OF MEETING: 4/8/2024

PURPOSE:

To provide an opportunity for Council to review the Snow Management Community Engagement Survey prior to finalization.

RECOMMENDATION:

That Council for the Town of Pincher Creek direct Administration to have the Snow Management Community Engagement Survey finalized in time for distribution at the Pincher Creek & District Chamber of Commerce Trade Show on April 26 and 27.

BACKGROUND/HISTORY:

At the August 2, 2023 Committee of the Whole meeting, Council approved the Snow Management Community Engagement Strategy.

The community engagement process includes a combination of survey, open house, and focus groups to obtain feedback on snow management within Pincher Creek.

The target time for delivery of the survey is Spring 2024 with delivery to occur simultaneously on the Town's website in an electronic form and at the April Trade Show in a paper form. Both forms of survey will be the same and paper copies will be input into the electronic form for analysis of received results.

The survey is open to residents, employees and visitors of Pincher Creek. Questions are designed to determine driver and pedestrian levels of satisfaction with winter maintenance activities throughout town. There are specific areas within the survey for participants to provide comments on their experiences and/or suggestions for improvement.

Three exhibits are being prepared to accompany the survey:

- Town area map for participants to identify where they live and/or work.
- Priority routes map from current Winter Street Maintenance Policy
- Sidewalks and pathways that are maintained by the Town

ALTERNATIVES:

That Council for the Town of Pincher Creek direct administration to amend the Snow Management Community Engagement Survey as discussed and bring it back to the April 22 meeting.

That Council for the Town of Pincher Creek receive the snow management community engagement survey for information.

IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:

Community feedback will be utilized during review and update of the Winter Street Maintenance Policy 302-13A.

FINANCIAL IMPLICATIONS:

Community engagement is planned to be undertaken within existing operating budgets.

PUBLIC RELATIONS IMPLICATIONS:

Soliciting feedback and involvement of the community provides an opportunity for resident input into a 2024 Winter Street Maintenance Policy update.

ATTACHMENTS:

TOPC Winter Maintenance Survey 20240403 - 3376

CONCLUSION/SUMMARY:

Administration supports Council approval for the Snow Management Community Engagement Survey to allow completion in time for the Pincher Creek & District Chamber of Commerce Trade Show.

Signatures:

Department Head:

Stephen Burnell

CAO:

Doug Henderson

(DRAFT) Town of Pincher Creek (TOPC) Winter Maintenance Survey (DRAFT)

1. Are you a TOPC resident or Business Owner?

- Resident
- Business Owner/Operator (not a Town resident)
- Resident and Business Owner/Operator
- I work in TOPC however I live outside of TOPC
- I do not live or work in TOPC, however, I come to Town to shop and/or visit

2. What is your age?

- Under 18
- 18 – 24
- 25 – 34
- 35 – 44
- 45 – 54
- 55 – 64
- 65+

3. What is your gender?

- Male
- Female
- Non-binary
- Prefer not to answer

INSERT MAP WITH NUMBERED ZONES FOR TOWN AREAS.

4. If you are a TOPC resident, in which area of Town do you live?

- Area 1
- Area 2
- Area 3
- Area 4
- Area 5
- I don't live in TOPC

5. If you own or operate a business in Town, in which area is it located?
- Area 1
 - Area 2
 - Area 3
 - Area 4
 - Area 5
 - I don't own or operate a business in TOPC.
6. If you are a resident of TOPC, do you own or rent your home?
- Own
 - Rent
 - Rent free with parents/friends
7. If you are a resident of TOPC, what is your type of residential accommodation?
- Single family dwelling unit
 - Town house/row house
 - Apartment in residential home
 - Apartment in multistory building
 - Rental room in residential home
8. If you are a resident of TOPC, how many people live in your home?
- 1
 - 2
 - 3 or more
9. If you own a business in TOPC, how many people are employed at your business?
- 1 to 3
 - 4 to 10
 - 11 to 20
 - 21 or more
10. If you own a business in TOPC, approximately how many clients/customers visit your business daily during the winter season?
- 1 to 3
 - 4 to 10
 - 11 to 20
 - 21 or more

11. What is your primary mode of transportation from October to April? Select the mode you use most often?

- Walk
- Bicycle
- Drive personal/company vehicle
- Passenger in personal/company vehicle
- Passenger in taxi
- Other Explain _____

12. What type of vehicle do you typically drive in the winter?

- Front wheel drive
- Rear wheel drive
- All wheel drive
- Four wheel drive

13. What type of tires do you have on your vehicle in the wintertime?

- All season
- Winter tires
- Studded winter tires
- I don't know

14. Where do you park your vehicle?

- Private driveway/carport/garage
- On street

INSERT MAP OF WINTER ROAD MAINTENANCE PRIORITY ROUTES

15. Please rate your satisfaction with snow removal on Priority One streets in Pincher Creek.

- Very Satisfied
- Satisfied
- Dissatisfied
- Very Dissatisfied
- Snow removal on Priority One streets in Pincher Creek does not affect me

16. Please rate your satisfaction with snow removal on Priority Two streets in Pincher Creek.

- Very Satisfied
- Satisfied
- Dissatisfied
- Very Dissatisfied
- Snow removal on Priority Two streets in Pincher Creek does not affect me

17. Please rate your satisfaction with snow removal on residential streets in Pincher Creek.

- Very Satisfied
- Satisfied
- Dissatisfied
- Very Dissatisfied
- Snow removal on residential streets in Pincher Creek does not affect me

18. Please rate your satisfaction with snow removal in back lanes in Pincher Creek.

- Very Satisfied
- Satisfied
- Dissatisfied
- Very Dissatisfied
- Snow removal on back lanes in Pincher Creek does not affect me

During winter months salt and sand trucks are out regularly to target high traffic roadways, intersections and problem areas in the Town.

Salt is not effective below -18 degrees.

In high traffic areas sand can be quickly worn away.

19. Please rate your satisfaction with salt and sanding operations.

- Very Satisfied
- Satisfied
- Dissatisfied
- Very Dissatisfied
- Salt and sanding operations in Pincher Creek do not affect me

20. Please rate your overall satisfaction with snow removal in Pincher Creek.

- Very Satisfied
- Satisfied
- Dissatisfied
- Very Dissatisfied
- Snow removal in Pincher Creek does not affect me

21. Please rate your overall satisfaction regarding communication on winter road maintenance in Pincher Creek.

- Very Satisfied
- Satisfied
- Dissatisfied
- Very Dissatisfied
- Communication about winter road maintenance in Pincher Creek does not affect me

22. How do you usually get information on snow removal in Pincher Creek?

- Facebook
- Instagram
- Radio
- Town website
- Newspaper
- Personal observations
- Other Explain _____

23. Would you like to see more communication on snow removal?

- Yes
- No
- Indifferent

Please provide comments on how the Town can improve communication related to winter road maintenance.

24. Are you aware of the Town's Citizen Request form which provides an opportunity for Residents to make an inquiry or report regarding Snow Removal for roads or trails?

Yes

No

25. Have you previously used the Town's Citizen Request form to request winter maintenance or information on winter maintenance?

Yes

No

The Traffic Bylaw 1599-09 identifies resident and business responsibilities regarding snow removal and ice control with Town.

Clearance of Dirt, Snow and Ice

68. a. No person shall place, or shall cause or allow to be placed upon any street within the Town any snow, ice, dirt, or other obstruction removed from any place in the Town other than from a sidewalk pursuant to the provisions of this Bylaw.
- b.
- All persons owning or occupying residential premises in the Town of Pincher Creek shall remove and clear away all snow, ice, dirt and other obstructions from the sidewalk situated on land adjoining the property owned or occupied by them within 48 hours of the time that such snow, ice, dirt or other obstruction was deposited thereon.
 - All persons owning or occupying non-residential premises in the Town of Pincher Creek shall remove and clear away all snow, ice, dirt and other obstructions from the sidewalk situated on land adjoining the property owned or occupied by them within 24 hours of the time that such snow, ice, dirt or other obstruction was deposited thereon.
- c. The Town may, after the expiration of the 48 hours aforesaid, remove and clear away all snow, dirt, and other obstruction required to be removed by section 68(a) and charge the expenses thereof to the owner or occupant. In the event of non-payment of the expenses, such expenses shall be charged against the property as a special assessment to be recovered in like manner as with other taxes.

26. Prior to completing this survey, were you aware of the Traffic Bylaw requirements related to snow and ice?

Yes, I was familiar with the bylaw

I knew there was a bylaw, however, I was not aware of the details

No, I was not familiar with the bylaw.

Based on current dedicated winter maintenance staff (3) and equipment (plow truck, grader and loader) the Town is able to complete snow clearing of the entire town for a 30 cm snow event within 72 hours of the end of the event. Continuing or subsequent snow events will modify the completion time to 72 hours following the end of snow fall .

27. Do you agree that the current snow clearing completion time (72 hours) with existing staff and equipment is satisfactory?

- Strongly agree
- Agree
- Disagree
- Strongly disagree

If the snow clearing response time is decreased the following changes will be required for staff and equipment.

To complete snow clearing within 24 hours following the end of snowfall will require a 200% increase in the number of staff (6 additional staff) plus associated equipment (additional loader and plow trucks) and additional storage requirements.

To complete snow clearing within 48 hours following the end of snowfall will require a 100% increase in the number of staff (3 additional staff) plus associated equipment (plow trucks) and additional storage requirements.

28. Do you support a tax increase of approximately 10% to improve winter road maintenance to 48 hours?

- Yes
- No

29. Do you support a tax increase of approximately 20% to improve winter road maintenance to 24 hours?

- Yes
- No

30. What could the Town do to improve your winter experience using roadways? Please be as specific as possible.

INSERT TOPC SIDEWALK/PATHWAY WINTER MAINTENANCE MAP

31. How often do you use sidewalks and pathways in Town during the winter season?

- Everyday
- Two or more times a week
- Once a month
- Never
- Other Describe _____

32. Please rate your satisfaction with sidewalk snow removal in Pincher Creek

- Very Satisfied
- Satisfied
- Dissatisfied
- Very Dissatisfied
- Sidewalk snow removal in Pincher Creek does not affect me

33. Please rate your satisfaction with pathway snow removal in Pincher Creek.

- Very Satisfied
- Satisfied
- Dissatisfied
- Very Dissatisfied
- Pathway snow removal in Pincher Creek does not affect me

34. Please rate your experience walking on Downtown sidewalks and crosswalks in the winter.

- Excellent
- Good
- Fair
- Poor
- I do not walk on Downtown sidewalks and crosswalks in winter

35. Pick the most appropriate response based on your experience using residential sidewalk routes in winter.

- I can use sidewalks to get where I need to go most of the time
- I sometimes have to use other transportation means to get where I am going safely
- I almost always have to use alternate transportation in winter
- I walk in the street when the sidewalks are not cleared
- I limit my activities in the winter as a result of poor sidewalk conditions

How would you rate each of the following related to snow and ice control on sidewalks in Pincher Creek?

36. Timeliness – how quickly the sidewalk is cleared following a snow event.

- Excellent
- Good
- Fair
- Poor

37. Consistency – how consistently the sidewalk is cleared following a snow event (can you rely on it being cleared and safe to use).

- Excellent
- Good
- Fair
- Poor

38. Connectivity – are sidewalks cleared appropriately along your entire walking route.

- Excellent
- Good
- Fair
- Poor

39. Please provide any comments regarding timeliness, connectivity, and consistency of sidewalk winter maintenance in Pincher Creek.

40. Please provide your final thoughts on winter road, sidewalk and pathway maintenance in Pincher Creek.

Thank you.



Town of Pincher Creek

REQUEST FOR DECISION

Council or Committee of the Whole

SUBJECT: Oldman Watershed Council Contribution Request	
PRESENTED BY: Doug Henderson, Chief Administrative Officer	DATE OF MEETING: 4/8/2024

PURPOSE:

To request financial support for the Oldman Watershed Council

RECOMMENDATION:

That Council for the Town of Pincher Creek agrees to support the Oldman Watershed Council with a contribution of \$1,645 for their 2023-2024 fiscal year.

BACKGROUND/HISTORY:

The Oldman Watershed Council's core mission is safeguarding the health of our water and land, the cornerstones of our economy and society. Their 19 member Board represents various sectors, ensuring all voices are heard.

Activities in the past year to bolster the watershed's health include tree planting, face to face engagement with residents (including students), production of videos, partnerships, and blogs on topics such as drought resilience, agriculture, and restoration.

Financial support from the Town is based on \$0.48 per resident, with a population of 3,428.

ALTERNATIVES:

That Council for the Town of Pincher Creek agrees to accept the Oldman Watershed Council request for financial support as information.

IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:

Council's Strategic Priorities & Initiatives for 2022-2026 includes "to promote and support community sustainability through partnerships."

FINANCIAL IMPLICATIONS:

\$1,645, which is in the 2024 operating budget.

PUBLIC RELATIONS IMPLICATIONS:

Support of this organization shows Council's desire to support watershed discussions and actions.

ATTACHMENTS:

2. Oldman Watershed

CONCLUSION/SUMMARY:

That Administration supports a financial contribution to the Oldman Watershed Council.

Signatures:

Department Head:

Doug Henderson

CAO:

Doug Henderson

RECEIVED

JAN 09 2024

Town of Pincher Creek



Oldman Watershed Council
PO Box 1892
Lethbridge, Alberta T1J 4K5
info@oldmanwatershed.ca
(403) 330-1346

Mayor Don Anderberg
Town of Pincher Creek
PO Box 159
Pincher Creek Alberta T0K 1W0

Dear Mayor Anderberg and Council,

January 2, 2024

We deeply appreciate your continued support of the Oldman Watershed Council. Our core mission is safeguarding the health of our water and land, the cornerstones of our economy and society. Your contribution as a donor is invaluable to us.

We are proud to be a neutral forum for all voices in the watershed. Our 19-member Board represents various sectors, ensuring all voices are heard. Municipalities hold the majority with three seats: one for towns and villages, one for counties and municipal districts, and one for the City of Lethbridge. Moreover, we keep municipalities updated at the monthly meetings of Mayors and Reeves of Southwest Alberta.

Our collaborations span government agencies, stakeholders, and First Nations to bolster the watershed's health. Notably, in 2022-23 we:

- Planted 8,450 willows, restoring the natural infrastructure of 10 priority rivers/creeks to combat drought.
- Engaged 3,656 residents face-to-face, including 1,566 youth, through cutting edge methods, like virtual reality.
- Monitored the health of 9 creeks/rivers, and trained 24 Field Technicians in monitoring techniques.
- Created 8 videos featuring agricultural producers, hosted 6 unique events, and released 8 written interviews with farmers, to increase understanding of agriculture among urban consumers. 91% of participants felt more connected to the people who grow their food
- Increased our partnerships and collaborations by 60%, reaching 122, leveraging expertise and resources from across Southern Alberta.
- Engaged 10,425 readers through 14 blogs to educate on key topics such as drought resilience.
- Had over 115,000 views of our videos about agriculture, restoration, and other watershed topics.

Our premier project, the *Watershed Legacy Program*, emphasizes empowering watershed stewardship through funds, training, and technical know-how. We assist all—from First Nations land managers and farmers to urban dwellers—in adopting environmentally conscious practices and building resilient operations. By investing in grassroots initiatives, we spotlight these practices for the larger community, and work to provide the education, infrastructure, and guidelines to bolster these efforts.

Please review our [2022-23 annual report](#), which showcases our impactful work through photographs and concise project descriptions.

For the fiscal year of April 2023 to March 2024, we kindly request your municipality's support at a rate of 48¢ per resident. Based on the 2022 Municipal Affairs Population List, this equates to a contribution of \$1,645 for 3,428 residents. Your unwavering support over the years has made a significant difference. Contributions like yours empower us to educate citizens, restore habitats, and remain an impartial forum in the watershed discourse.

To book a presentation, please contact our Executive Director, Shannon Frank, at shannon@oldmanwatershed.ca.

Warm regards,

Doug Kaupp, OWC Chair and General Manager of Water and Wastewater, City of Lethbridge



**Town of Pincher Creek
COUNCIL DISTRIBUTION LIST
April 8, 2024**

<u>Item No.</u>	<u>Date</u>	<u>Received From</u>	<u>Information</u>
1.	Mar 26, 2024	ABMunis	Opportunity to represent ABmunis on the Safety Codes Council's Building and Electrical Sub-Councils
2.	Apr 4, 2024	ABMunis	Add your voice to call for independent local elections



From: Exec. Assistant on behalf of Dan Rude <EA_DRude@abmunis.ca>
Sent: Tuesday, March 26, 2024 8:14 AM
To: Exec. Assistant on behalf of Dan Rude <EA_DRude@abmunis.ca>
Subject: Opportunity to represent ABmunis on the Safety Codes Council's Building and Electrical Sub-Councils

Good day,

This email is being sent to all ABmunis member CAOs for their interest and consideration. ABmunis is currently seeking applications from interested individuals to serve as ABmunis representatives on the Safety Codes Council's - Building and Electrical Sub-Councils. As a statutory organization, the Safety Codes Council plays a vital role in ensuring safety and compliance within Alberta's built environment.

Background:

The Safety Codes Council (SCC) is an independent regulatory body established through the Safety Codes Act in 1993. Its mission is to enhance safety and promote compliance with safety codes and standards.

The Building and Electrical Sub-Councils are key components of the SCC and convenes regularly to address building and electrical industry matters and contribute to the safety of our communities.

Nomination Process:

1. ABmunis will provide two proposed nominees for each sub-council who actively participate in the safety codes system.
2. Interested individuals should submit their resume or CV to anita@abmunis.ca by April 12, 2024.

3. Eligible nominees will be presented to the ABmunis Board of Directors for ratification and recommended to the Safety Codes Council.

Please feel free to forward this opportunity to other senior staff (i.e. Public Works) in your organization that may be interested and qualified.

For any inquiries, please reach out to Anita Sookar, Governance Manager, via email at anita@abmunis.ca or by phone at (780) 989-7406.

Regards,

Dan Rude

Dan Rude | Chief Executive Officer

D: [780.431.4535](tel:780.431.4535) | C: [780.951.3344](tel:780.951.3344) | E: drude@auma.ca
300-8616 51 Ave Edmonton, AB T6E 6E6
Toll-Free: 310-MUNI | 877-421-6644 | www.abmunis.ca



This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the sender. This message contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this email.

We respectfully acknowledge that we live, work, and play on the traditional and ancestral territories of many Indigenous, First Nations, Métis, and Inuit peoples. We acknowledge that what we call Alberta is the traditional and ancestral territory of many peoples, presently subject to Treaties 4, 6, 7, 8 and 10 and Six Regions of the Métis Nation of Alberta.

Member Position Description

Expert volunteers are an integral part of the safety codes system in Alberta. Over 160 volunteers sit on the 12 sub-councils that make up the Safety Codes Council (Council). Together, they review, formulate, and make recommendations about the codes and standards that help keep Albertans safe at home, at work, and at play.

Nomination & Appointment

These volunteers are appointed as members of the Safety Codes Council. Members are nominated for appointment because they have valuable technical knowledge and experience in the discipline pertaining to their sub-council. Potential members are nominated by external organizations that have an interest in or are associated with the sub-council's discipline. The one exception is the Member at Large, who is a layperson appointed by the Minister of Municipal Affairs to represent the average Albertan. The membership matrices for all sub-councils are established within Council *Policy 1.2 – Appointment to Council* and are regularly reviewed to ensure they remain current and relevant to the sub-council's discipline.

While most members are nominated by organizations or associations that relate to the discipline at hand, members do not represent any organization's particular interests. Members are expected to act in the interest of safety in the built environment for all Albertans.

The Council is an equal opportunity organization and values diversity of all kinds.

Member Duties

Members are expected to bring their subject matter expertise to the sub-council's discussions and decisions. In addition to reviewing, formulating, and recommending codes and standards for use in Alberta, members may be asked to review and recommend changes to the certification requirements for safety codes officers (SCOs) and validate the training SCOs receive. Members may also help set the standards that organizations must meet in order to be accredited to administer the safety codes system within their own jurisdiction.

On average, members can expect to meet four times per year, but this fluctuates depending upon the technical discipline and workload. Meetings are held on weekdays via videoconference and generally last from 9:00 a.m. to 3:00 p.m. Members' expertise and contributions are crucial to the work of the sub-councils and it is important that each industry segment is represented. Members are expected to attend as many meetings as possible and not miss more than two consecutive meetings.

Members serve as an important conduit of two-way communication between the Safety Codes Council and their nominating organization. Members may also be asked to research an item between meetings for presentation and discussion at a future sub-council meeting.

In addition to regular meetings, members may be asked to participate in sub-groups, such as a working group or advisory group, and report back to the sub-council on a specific issue. This may require consultation with groups or individuals outside of the Council as well as separate sub-group meetings over and above regular sub-council meetings.

Sub-council members may also be asked to participate in appeal hearings. Appeal hearings generally last three hours or less but can span several days depending on the matter being appealed, in addition to document review and preparation time.

Member Support & Remuneration

The Council provides a mandatory orientation, effective meetings training, and appeals training for its members. Orientation and training sessions are usually held in the spring and fall each year. The Council also supports members' professional development within their respective discipline.

A secure online workspace, called the Member Portal, is used to help sub-councils carry out their business. Members are expected to obtain their meeting agendas and supporting documents from the Portal and are encouraged to use the Portal to share information and discuss issues.

As these are volunteer positions, members are not paid, but they are reimbursed for travel and accommodation expenses involved in attending meetings, in accordance with Government of Alberta guidelines.



From: Tyler Gandam <president@abmunis.ca>
Sent: Wednesday, April 3, 2024 2:31 PM
To: Doug Henderson <>
Subject: Add your voice to call for independent local elections

Hello Mayors, Councillors and CAOs,

Attached are key messages you can use in conversations with MLAs, media, and the public about the importance of keeping political parties out of local elections. The messages build on a letter we sent to the Minister of Municipal Affairs and Premier last week providing ways that trust and transparency in local elections can be increased without putting parties on the ballot.

During dialogue with the Minister and Premier at our recent Spring Municipal Leaders Caucus, they confirmed their intention to bring in legislation that would pave the way for political parties to formally participate in local elections along with an openness to receive alternative recommendations on how to improve the Local Authorities Election Act. Our recommendations focus on contribution limits, disclosure requirements, rules for third-party advertisers and ways to increase candidates understanding of the role of councils. More details on our recommendations can be found on our [Keep Local Elections Local Webpage](#).

We hope you will amplify our message by:

- Contacting your local MLA and addressing your concerns.
- Creating awareness about the topic with your residents by discussing it with your local news media and/or via social media posts.
- Passing a motion in council to draw attention to your official position on the proposed legislation.

ABmunis is also planning a media event the week of April 8-12.

Let's use our strength in members to raise awareness of the importance of local elections providing the

opportunity for grassroots Albertans to have their say in how municipalities are run.

Sincerely,

Tyler Gandam | President

E: president@abmunis.ca

300-8616 51 Ave Edmonton, AB T6E 6E6

Toll Free: 310-MUNI | 877-421-

6644 | www.abmunis.ca



This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the sender. This message contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this email.

We respectfully acknowledge that we live, work, and play on the traditional and ancestral territories of many Indigenous, First Nations, Métis, and Inuit peoples.

We acknowledge that what we call Alberta is the traditional and ancestral territory of many peoples, presently subject to Treaties 4, 6, 7, 8 and 10 and Six Regions of the Métis Nation of Alberta.

Updated April 2, 2024

Why non-partisan politics works at the municipal level

- Given the size of Alberta and Canada, political parties are necessary at the provincial and federal levels.
- Multiple surveys have shown that the majority of Albertans do not think political parties add value at the local level.
- Most issues faced by local elected officials (i.e., mayors, reeves, and councillors) are practical challenges that are **clearly not partisan**.
 - Snow clearing, safe drinking water, road repair, local transportation, fees for hockey arena use are examples of issues that are **clearly not partisan**.
- The current non-partisan system features an environment in which councillors are encouraged to listen to one another, consider alternative views, weigh the pros and cons, seek additional information, and debate issues before voting on them.
 - It encourages collaboration, compromise, and a willingness to find consensus on even the most difficult issues.
- A party-based system is likely to encourage councillors to stick to the positions of the political parties they represent, instead of listening to residents and considering the welfare of the municipality as a whole.
 - It will contribute to a more adversarial and combative environment on council in which councillors will vote along party lines.
- Divisions on municipal councils seem likely to inflame existing divisions among groups within communities and even between neighboring municipalities.
 - Politics does not need to be divisive.
 - The current non-partisan system encourages collaboration in our communities.
 - Albertans want to vote for candidates, not labels.

Recommendations to improve transparency & governance

- Alberta Municipalities' members share concerns about transparency and governance that were expressed by Municipal Affairs Minister Ric McIver and Premier Danielle Smith at our Spring Municipal Leaders' Caucus (MLC) in mid-March, but we do not believe the injection of political parties into local elections will improve things.

POLITICAL PARTIES

- In response to Premier Smith’s March 15 request at Spring MLC for suggestions on how transparency and governance could be improved in municipal elections, ABmunis recommends the following actions be considered:
 - Limit donation amounts. Make changes to the *Local Authorities Election Act* (LAEA) to **limit individual donation amounts** to \$2,500 per candidate.
 - In recent reviews of Alberta’s election rules, Albertans clearly signaled they want to see less money involved in local elections, not more.
 - A reduction in contribution limits would go a long way towards creating a more level playing field and ensuring large donors do not drown out the voices of grassroots Albertans.
 - Financial disclosure. Require candidates to file **pre-election disclosure statements** and strengthen disclosure requirements for **third-party advertisers**.
 - Voters should know who, be they individuals or like-minded groups, is donating money to candidates or indirectly supporting them through advertising.
 - Limits on campaign contributions to candidates should also be applied to third parties.
 - Update nomination form. We recommend **changes to the nomination form** that require candidates to confirm they understand the role of councillors as set out in the *Municipal Government Act* (MGA).
 - Education & resources for prospective candidates. Legislation alone cannot fix divisiveness and disfunction on municipal councils, so we are committed to working with the ministry and other associations to **provide education and resources** that support productive councils.
 - We want to avoid situations like the one that occurred recently in Chestermere, Alberta, where a slate of councillors disregarded their legislative duties to the detriment of their community.

Good Governance

- While political parties are an important part of the parliamentary system at the provincial and federal level, they are not a good fit with local government legislation and processes in Alberta regardless of size of municipality.
- The cities of Edmonton and Calgary follow the same governance rules as other municipalities.
- Caucus meetings and whipped votes go against rules set out by the province in the MGA.
- The MGA states in Part 5, Division 3 that councillors have the statutory duty to: “consider the welfare and interests of the municipality as a whole”
- Section 197(1) of the MGA specifies that council and council committees must meet in public.
- Furthermore, to deliver services efficiently and effectively to businesses and residents, councils must work collaboratively with the province and neighboring municipalities.
- Council members also have roles on quasi-judicial tribunals and service delivery boards
- For these reasons ABmunis believes partisanship would undermine the ability of councils to effectively fulfill their roles.

POLITICAL PARTIES

Survey Results

- Results from the Government of Alberta’s November 2023 survey on proposed changes to the LAEA that were obtained through a reporter’s FOIP request show that 70 per cent of Albertans are opposed to the introduction of political parties at the local level.
- A public opinion survey on the possible introduction of political parties at the municipal level was conducted by pollster Janet Brown for Alberta Municipalities in early September 2023, just six months ago.
 - ABmunis’ survey found that **68 per cent** of Albertans were opposed to the idea.
 - More than **80 per cent (81%)** thought that municipal officials who are part of a political party would vote along party lines and not necessarily in the best interest of the community.
 - **Sixty-nine per cent (69%)** of respondents think that political parties would make municipal governments more divisive and less effective.

Trust and Integrity

- We recognize there is currently nothing preventing candidates from running on slates or for political parties, other than an historic lack of success.
- However, changes to legislation could be made that might make it easier for political parties or slates of candidates to raise funds. We know from previous reviews of the election rules that Albertans want to see less money involved in local elections, not more.
- Parties could also lead to money being raised in one part of the province being used to influence the election in another region. This would again take the focus away from keeping local elections local.
- The [mandate letter](#) from Premier Smith to Minister of Municipal Affairs McIver instructed him to collaborate with Minister of Justice Amery to review the LAEA and make recommendations for any necessary amendments to “strengthen public trust in and the integrity of our municipal election laws”.
- We believe the best way to strengthen trust and integrity is to listen to Albertans when they say they do not want political parties at the local level.



Town of Pincher Creek

REQUEST FOR DECISION

Council or Committee of the Whole

SUBJECT: Strategic Plan Administrative Action Plan	
PRESENTED BY: Doug Henderson, Chief Administrative Officer	DATE OF MEETING: 4/8/2024

PURPOSE:

To provide a quarterly update on Administration's progress towards implementing Council's 2022-2026 Strategic Priorities & Initiatives.

RECOMMENDATION:

That Council for the Town of Pincher Creek accept the Strategic Plan Administrative Action Plan update for Information.

BACKGROUND/HISTORY:

Council hired Natalie Gibson of InnoVisions and Associates to create a strategic plan for the Town of Pincher Creek in January of 2022. A two-day workshop was held the following April and the priorities were accepted by Council a month later on May 9.

In June of 2022, a session was held with just Administration. The consultants assembled a list of each department's projects and followed up with individual interviews regarding processes within each department.

The result was an Administration Action Plan to guide staff in the implementation of Council's six priorities. Those priorities were further subdivided into ten Initiatives, each with numerous action items. These action items help administration align with Council's priorities.

The Action Plan was provided to administration in the fall of 2022 and a planned implementation workshop with the consultant never took place. As a result, the completion of the action items to date has been very sporadic. Now that the CAO has met with all Managers, Directors and other key staff, and reviewed their tasks within the plan, a greater focus within each department will take place. A possible next step for Administration is for each department to create business plans.

Administration found that the original timelines/due dates of the Action Items were unrealistic, with all to have been completed by the third quarter of 2023. Revised dates for each task have been determined but are always considered a goal and not a firm deadline. Council should expect to see this report every three months to monitor

progress. The column near the right side of the pages will show a percent completion at the end of each quarter of the year.

ALTERNATIVES:

That Council for the Town of Pincher Creek direct Administration to change priorities on specific action items.

That Council for the Town of Pincher Creek direct Administration to arrange a Strategic Planning Council refresher session with InnoVisions followed by an Administration workshop.

IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:

This Action Plan helps ensure that Council's direction for the Town are implemented. It also ensures other related plans, such as the Recreation Master Plan, Community Economic Development Strategy (CEDS), Downtown Area Revitalization Plan and the Smart Energy Communities Benchmark Report are connected to strategic initiatives.

FINANCIAL IMPLICATIONS:

All actions are within the approved Town budget. Any special or larger projects that need to be outsourced will have to be budgeted separately in a future year.

PUBLIC RELATIONS IMPLICATIONS:

Provides the public with information on Council's long term goals for the Town and progress towards reaching those goals.

ATTACHMENTS:

Strategic Plan - Admin Action Plan

CONCLUSION/SUMMARY:

Administration plans to provide quarterly updates to Council on progress of the strategic priorities.

Signatures:

Department Head:

Doug Henderson

CAO:

Doug Henderson

Desired Outcome: A better informed and involved community					2024	Comments
Action Item	Project Lead	Revised Date	Internal Resources	External Resources	Q1	
A Communications Plan Internal – External	Communications & Marketing Officer	Q3 2024	All departments have input		25	Internal plan complete by end of May, External plan complete end of October
Coordinate Director, Manager & staff meetings to explore ways to increase communication	CAO	Q4 2024	All departments have input		30	Interim CAO met onsite with three staffing groups.
Communication tools website (new website)	Communications & Marketing Officer	Q2 2025	All departments prepare and forward their updated documents, content, etc.	Outsource web design, content writing, consultant to administer RFP etc.	5	Website refresh in progress for end of April; RFP planned for end of Q4 2024
Encourage all staff to increase customer service – reward those who do	CAO	Q3 2024	Agenda item Manager/Director meeting	Informal/in-house Formal/outsource	0	
Resident Satisfaction Survey (RSS)	Communications & Marketing Officer	Q2 2025	Review Airdrie Resident Sat. Survey; Data from the CityWide Software		0	
Prioritize ‘improvable’s from the analysis of the RSS – move into the Communication Plan	Communications & Marketing Officer	Q3 2025	Marketing & all managers		0	
‘How to do business with the Town’ guidebooks	Communications & Marketing Officer	Q4 2024	All Managers	Outsource -TBC	5	
Content development for messaging	Communications & Marketing Officer	Q4 2024	All departments		25	
FAQ sheets – website content	Communications & Marketing Officer	Q4 2024	All departments	Outsource -TBC	0	
Establish KPIs to report status and improvements back to the Report to the Community published quarterly	CAO	Q1 2025	All departments, all staff		15	
	Communications & Marketing Officer	Q1 2025	All departments		0	

1. B. Good communication with our community and stakeholders

INITIATIVE

1.B. Internal Communication: Increase internal departmental communication, processes and leadership development.

Desired Outcome: Improved Administration interaction within the organization and with Council.

Desired Outcome: Improved Administration interaction within the organization and with Council					2024	Comments
Action Item	Project Lead	Revised Date	Internal Resources	External Resources	Q1	
Set bi-weekly, standing Manager and Director meetings	CAO	Q2 2024	All Directors & Managers		70	Changed to bi-monthly Man/Dir meetings but improved agendas needed; Director mtgs sporadic
Create a method/system for Council briefing notes	CAO	Q2 2024	All Directors & Managers		50	Also include councillor report template. Need to work with Laserfiche helpdesk.
Develop a Department Action Plan	CAO	Q4 2024	All Directors & Agenda item		5	Variety of formats used.
Develop an onboarding package for new staff.	Manager of HR/OH&S	Q2 2024	Manager/Director meeting		60	General overview orientations in place and being conducted
Leadership development and succession planning	CAO	Q1 2025	All Directors & Managers		35	Encouraging staff to attend non-technical training.

2.A. Promote and support community sustainability through

INITIATIVE

2.A. Partnerships: Manage our relationships with our key stakeholders and with new potential partners by integrating our planning, and communicating well with them.

Desired Outcome: Increased dialogue and better planning processes to continue to work with M.D. of Pincher Creek #9 and other partners to support community sustainability.

Desired Outcome: Increased dialogue and better planning processes to continue to work with M.D. of Pincher Creek #9 and other partners to support community sustainability.					2024	Comments
Action Item	Project Lead	Revised Date	Internal Resources	External Resources	Q1	
Town & MD Strat. Planning Session	CAO	Q4, 2024	All Directors & Managers		0	Council RFD at some point.
Communication messages re: partnerships & MD	Communications & Marketing Officer	Q3, 2024	All Directors & Managers		25	Messaging about the partnership with the MD and Piikani for the Climate Risk Assessment and Clean Energy Improvement Program was sent out Q1 2024.
Promote partnerships, leverage assets	Communications & Marketing Officer		All Directors			Unsure of objective
South Canadian Rockies Tourism Association	Communications & Marketing Officer	Q2, 2025	Economic Development		5	Delegation came to Council March 25. Comms Officer met with SCRТА rep March 13, SCRТА is assisting with Tourism Asset Inventory update.
Joint Use Agreements template	Legislative Services Manager	Q2, 2025	All Directors & Managers	Outsource –Master of Policy (MPA) students	5	
Re-do, modernize Town digital and print assets	Communications & Marketing Officer	Q3, 2024	All Directors & Managers		5	Website visual refresh started, expected completion Q2 2024. Need to determine exactly what digital and print assets require modernization and updates.

2. B. Promote and support community sustainability through partnerships

Desired Outcome: Opportunity to work together for mutual prosperity through partnerships.

2024 **Comments**

Action Item	Project Lead	Revised Date	Internal Resources	External Resources	Q1
Pincher Creek Childcare Centres - an Emergency Staffing Action Plan	Director of Community Services		PCCELC Board, Advisor, Immigration Advisor	Outsource an immigration or settlement advisor	0
Address HR capacity challenges through Strategic Advisors	Manager of HR/OH&S	Q3, 2024	All Directors & Managers	Outsource contract consultants to work with staff	20
Explore how to increase teamwork between union and non-unionized staff	Manager of HR/OH&S	Q4, 2024	All staff		30
Expanded partnerships	Director of Community Services		All Directors & Managers		0
Town 'boards & committees', organizational scope review	Legislative Services Manager	Q4, 2024	All Directors & Managers		0
Host or attend a regional partnership meeting on housing and workforce	Director of Community Services		FCSS Coordinator		Unclear expectation

3. A. Assist our residents in attaining a good quality of life

INITIATIVE

3.A. Recreation: A recreation infrastructure plan for our residents providing high quality parks, culture, services and opportunities that will result in significant improvement in the wellbeing of our residents.

Desired Outcome: Implementation of recreation planning that ensures existing and future infrastructure is maintained and sustainable.

Desired Outcome: Implementation of recreation planning that ensures existing and future infrastructure is maintained and sustainable.					2024	Comments
Action Item	Project Lead	Revised Date	Internal Resources	External Resources	Q1	
Modernize all Joint Use Agreements	Legislative Services Manager	Q4, 2026	All Directors & Managers	Outsource:	0	
Academic team – Masters Project	Manager of HR/OH&S		All departments	Outsource contract consultants to work with staff		Unclear expectation
Interim Facility Management Draft Plan (2022-2023)	Director of Operations	Q3, 2025	All Directors & Managers	Outsource strategic advisors	25	
Adopt prioritized components of the Recreation Master Plan	Recreation Manager	Q4, 2024	All Directors		15	Rec Advisory Committee involvement needed
Curling Rink feasibility review	CAO		Parks & Rec., Operations	Outsource strategic advisors	0	No longer needed?
Old Curling Rink plan – link to the DARP	Recreation Manager	Q4, 2024	Director of Operations	Outsource DARP	0	To be discussed with Curling Club building committee.
Walking trails repair and improve	Recreation Manager	Q3, 2025	Operations Manager			Update needed from Parks Coordinator

3. b. Assist our residents in attaining a good quality of life

INITIATIVE

3.B. Quality of life: Expand recreational and community building events to increase inclusivity and integration of all residents and encourage use of Town assets (e.g. facilities, sports fields, trails, etc.).

Desired Outcome: A community that plays well and works well together.

Desired Outcome: A Community that plays well and works well together					2024	Comments
Action Item	Project Lead (proposed)	Revised Date	Internal Resources	External Resources	Q1	
DARP (Downtown Area Redevelopment Plan) live, work, play & stay	Director of Community Services	Q4, 2026	Oldman River Reg Serv Commission	Outsource	0	Is this related to eng service agreements for support?
Policy development that encourages more innovative uses for green space, multi-purpose, etc.	Planning & Development Officer	Q4, 2025	ORRSC, Legislative Services Manager, Recreation Manager	MPA or MBA student?	5	Components in new LUB
Outsource – tie to DARP, LUB	Operations		Ec. Dev. Rec & Parks, Com. Serv.	Outsource strategic advisors		Unclear expectation
Expand recreational programming to increase utilization in all recreational facilities	Recreation Manager	Q4, 2024	Recreation Programmer		10	
Wayfinding/signage	Recreation Manager	Q4, 2021	Operations Manager		95	Repair one sign? Does this include Regional signs?
Community-building (social development) events	FCSS Coordinator		Director of Community Services	Outsource		The direction to implement community-building events through FCSS is the decision of the FCSS Board. FCSS will work with Town Admin/Council if there is a specific event

4. a. Maintain and improve the physical assets of our Town

INITIATIVE

4.A. Asset Management: Within Town Operations, increase efficiency in asset management, planning and budgeting.

Desired Outcome: A community where all Town systems work well and have future capacity.

Desired Outcome: A community where all Town systems work well and have future capacity.					2024	Comments
Action Item	Project Lead	Revised Date	Internal Resources	External Resources	Q1	
Asset Management Strategy	Director of Operations	Q1, 2025	All departments provide input	TBD	5	
Asset management plan(s)	Director of Operations	Q1, 2026	All departments provide input	Asset Mgmt. Consultant	5	
Modernize Town Policies	Legislative Services Manager	Q4, 2026	All departments,	Outsource strategic advisors	1	
Potable & storm water management	Director of Operations	Q2, 2025	Parks & Rec.		50	
Long-term Facilities Management Plan, budget and schedule	Director of Corporate Services	Q4, 2024	All departments provide input	Outsource	20	
Upgrade/redesign bike and central park, trails, etc.	Recreation Manager		Operations Manager			Update needed from Parks Coordinator
Arts/culture asset management	Director of Community Services	Q2, 2025			5	

5. A. Manage the financial resources of our Town wisely

Desired Outcome: Opportunity to work together for mutual prosperity through partnerships.

					2024	Comments
Action Item	Project Lead	Revised Date	Internal Resources	External Resources	Q1	
Implement new systems to increase efficiencies in planning & fiscal management	Director of Corporate Services	Q2, 2025	All Directors & Managers		0	Unclear expectations
Establish consistent reporting metrics & dept. collaboration on metrics.	CAO	Q2, 2025	All Directors & Managers		0	
Develop and adopt a calendar to schedule updates to all statutory documents, policies, agreements	Legislative Services Manager	Q4, 2024	All Directors & Managers		0	
Empower staff to find ways to save tax payers' money, to cut the red tape, & streamline	CAO	Q1, 2025	All staff	Outsource	5	
Energy-use management and improvement	Director of Community Services	Q1, 2025	Shared Climate Change position		10	Position ends mid May, changes to contract services

6. b. Retaining and increasing local business growth, attracting new investment and more residents

Desired Outcome: new sources of Town revenue through new business investment.

					2024	Comments
Action Item	Project Lead	Revised Date	Internal Resources	External Resources	Q1	
Implement the CEDS plan. Prioritize housing, workforce & Downtown Area Redevelopment Plan (DARP)	Director of Community Services	Q1, 2026	All departments input	Outsource Housing, Immigration,	0	
DARP	Director of Community Services	Q1, 2026	Community Services, ORRSC	Outsource	0	1993 bylaw needs updating, find schedule
Support the creation of a DARP – incorporate live-work-stay-play	Director of Community Services	Q1, 2026	All departments	As above	0	
Community engagement – DARP & Housing	Director of Community Services	Q1, 2026	Ec. Dev., Housing, Operations	Outsource	0	
LUB & policies which encourage new investment	Director of Community Services	Q1, 2025	Legislative Services Manager, ORRSC	Outsource	10	Land Use Bylaw currently under review
Streamline development processes	Director of Community Services	Q1, 2025	ORRSC		40	Development permits now done in-house
Create a Development Guide Book	Director of Community Services	Q3, 2025	Legislative Services Manager, ORRSC	Outsource	0	



Town of Pincher Creek

REQUEST FOR DECISION

Council or Committee of the Whole

SUBJECT: 2023 Year End Adjustment	
PRESENTED BY: Wendy Catonio, Director of Finance and Human Resources	DATE OF MEETING: 4/8/2024

PURPOSE:

For Council to approve a change in funding for the 2023 Waterline Replacement project.

RECOMMENDATION:

That Council for the Town of Pincher Creek approve funding \$1,131,251.33 for the 2023 Waterline Replacement project from the Utility Reserve account number 41-00-00-4760.

BACKGROUND/HISTORY:

The 2023 Budget passed in December 2022 showed funding for the waterline replacement project to be \$838,448.00 from Reserves and \$261,552.00 from the Municipal Sustainability Initiative Capital Grant. Council made the motion #23-583 to change the grant funding to the Canada Community Building Fund (CCBF) since the Storm Water project that was slated to use the CCBF was now proposed for Disaster Funding.

Administration and Council agreed that the CCBF Grant could be better utilized in 2024 or 2025 for a future capital project so it was decided to change the funding for the Waterline Replacement project to 100% reserve funding. The purpose of the Utility Reserve is to replace and upgrade water & wastewater lines and other utility equipment. This change has been incorporated into the 2023 Audited Financial Statements.

ALTERNATIVES:

To accept the request to fund the entire 2023 Waterline Replacement project from the Utility Reserve account as information.

To request more information from Administration to fund the entire 2023 Waterline Replacement project from the Utility Reserve account.

IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:

None at this time.

FINANCIAL IMPLICATIONS:

Reducing the Utility Reserve by an additional \$292,803.33 and saving the Canada Community Building Fund for a future project.

PUBLIC RELATIONS IMPLICATIONS:

None at this time.

ATTACHMENTS:

None at this time.

CONCLUSION/SUMMARY:

Administration supports funding the 2023 Waterline Project from the Utility Reserve and saving the Canada Community Building Fund for a future project.

Signatures:

Department Head:

Wendy Catonio

CAO:

Doug Henderson



Town of Pincher Creek

REQUEST FOR DECISION

Council or Committee of the Whole

SUBJECT: 2023 Audited Consolidated Financial Statements	
PRESENTED BY: Wendy Catonio, Director of Finance and Human Resources	DATE OF MEETING: 4/8/2024

PURPOSE:

To approve the 2022 Audited Consolidated Financial Statements.

RECOMMENDATION:

That Council for the Town of Pincher Creek approve the 2023 Audited Consolidated Financial Statements and Auditor's Report and a copy of these Financial Statements be attached hereto and form part of the minutes; and that the Financial Information Return for the year ended December 31, 2023 be forwarded to Alberta Municipal Affairs; and that the Corporate Tax Return for the year ending December 31, 2023 be forwarded to Canada Revenue Agency; and that the Financial Statements be made available to the public through advertisement.

BACKGROUND/HISTORY:

276(1) Each municipality must prepare annual financial statements of the municipality for the immediately preceding year in accordance with

(a) Canadian generally accepted accounting principles for municipal governments, which are the standards approved by the Public Sector Accounting Board included in the CPA Canada Public Sector Accounting Handbook, and

(b) any modification of the principles or any supplementary accounting standards or principles established by the Minister by regulation.

(2) The municipality's financial statements must include

(a) the municipality's debt limit, and

(b) the amount of the municipality's debt as defined in the regulations under section 271.

(3) Each municipality must make its financial statements, or a summary of them, and the auditor's report of the financial statements available to the public in the manner the

council considers appropriate by May 1 of the year following the year for which the financial statements have been prepared.

Derek Taylor CPA, CA, CAFM of KPMG LLP, the Town's appointed auditors, presented for review the December 31, 2023 Consolidated Financial Statements at the Committee of the Whole Meeting on April 3, 2024.

ALTERNATIVES:

That Council for the Town of Pincher Creek accept the 2023 Audited Consolidated Financial Statements as information.

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

IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:

Approving the financial statements prior to May 1 every year, contributes to effective communication with the public.

FINANCIAL IMPLICATIONS:

As per MGA section 276, this is a requirement so the auditor's fees are included in the budget every year.

PUBLIC RELATIONS IMPLICATIONS:

The 2023 Audited Consolidated Financial Statements will be made available to the public at the Town office and on the Town of Pincher Creek's website. There will be an advertisement in the local media and Town website explaining their availability.

ATTACHMENTS:

Town of Pincher Creek FS - 3380

CONCLUSION/SUMMARY:

Administration recommends approving the 2023 Audited Year Consolidated Financial Statements.

Signatures:

Department Head:

Wendy Catonio

CAO:

Doug Henderson

Consolidated Financial Statements of

TOWN OF PINCHER CREEK

And Independent Auditor's Report thereon

Year ended December 31, 2023



Other Information

Management is responsible for the other information. Other information comprises:

- the information, other than the financial statements and the auditor's report thereon, included in the *Annual Report*. The *Annual Report* is expected to be made available to us after the date of the auditor's report.

Our opinion on the financial statements does not cover the other information and we do not and will not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information identified above and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit and remain alert for indications that the other information appears to be materially misstated.

When we read the *Annual Report*, if we conclude that there is a material misstatement of this other information, we are required to report the matter to those charged with governance.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Town's ability to continue as a going concern, disclosing as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Town or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Town's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists.



Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Town's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Town to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represents the underlying transactions and events in a manner that achieves fair presentation.
- Communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

A handwritten signature in black ink that reads 'KPMG LLP' in a cursive, slanted font. A horizontal line is drawn underneath the signature.

Lethbridge, Canada

April 8, 2024

TOWN OF PINCHER CREEK

Consolidated Statement of Financial Position

December 31, 2023, with comparative information for 2022

	2023	2022 Restated (note 3)
Financial Assets:		
Cash and short-term investments (note 4)	\$ 2,556,739	\$ 4,116,709
Taxes and grants in place of taxes (note 5)	220,286	216,490
Trade and other receivables (note 6)	1,752,312	1,728,028
Land held for resale	381,403	384,295
Investments and marketable securities (note 7)	7,819,347	7,133,817
	<u>12,730,087</u>	<u>13,579,339</u>
Financial Liabilities:		
Accounts payable and accrued liabilities	1,277,334	1,747,755
Deposits	121,707	118,466
Deferred revenue (note 8)	1,401,024	1,014,318
Debt (note 9)	3,294,363	3,498,137
Asset retirement obligation (note 10)	13,862,636	\$ 13,489,664
	<u>19,957,064</u>	<u>19,868,340</u>
Net financial assets (debt)	(7,226,977)	(6,289,001)
Non-Financial Assets:		
Prepaid expenses	108,755	117,685
Inventory for consumption	288,827	267,786
Tangible capital assets (Schedule 6)	60,267,185	60,573,102
	<u>60,664,767</u>	<u>60,958,573</u>
Commitments (note 16)		
Contingent liabilities (note 18)		
Accumulated surplus (note 11 and Schedule 3)	<u>\$ 53,437,790</u>	<u>\$ 54,669,572</u>

See accompanying notes to consolidated financial statements.

TOWN OF PINCHER CREEK

Consolidated Statement of Operations

Year ended December 31, 2023, with comparative information for 2022

	Budget	2023	2022 Restated (note 3)
Revenue:			
Net municipal property taxes (Schedule 4)	\$ 4,975,612	\$ 4,975,453	\$ 4,970,392
User fees and sales of goods	2,351,227	2,601,702	2,564,225
Government transfers for operating (Schedule 1)	1,239,577	1,929,331	1,715,135
Franchise fees and concession contracts	898,550	944,490	912,264
Rentals	759,024	695,608	719,723
Investment income	230,860	351,833	264,615
Penalties and cost of taxes	100,000	84,546	85,736
Licenses and permits	112,600	151,364	169,933
Other	163,689	171,374	162,052
Total revenue	10,831,139	11,905,701	11,564,075
Expenses (Schedule 5):			
Recreation and culture	4,055,297	4,674,622	4,497,546
Water supply and distribution	1,267,511	1,318,955	1,184,909
Protective services	1,433,121	1,226,262	1,258,586
Roads, streets, walks and lighting	1,423,806	1,343,828	1,206,858
Wastewater treatment and disposal	861,751	1,163,702	999,444
Administration	624,544	1,359,744	1,246,490
Waste management	585,890	593,771	467,432
Planning and development	912,376	652,391	577,549
Public health and welfare services	402,509	377,505	351,619
Legislative	391,278	480,817	342,289
Other	88,554	62,138	51,649
Total expenses	12,046,637	13,253,735	12,184,371
Deficiency of revenue over expenses from operations	(1,215,498)	(1,348,034)	(620,296)
Government transfers for capital (Schedule 1)	1,626,330	34,452	2,329,204
Gain (loss) on disposal of tangible capital assets	500	81,800	(15,780)
	1,626,830	116,252	2,313,424
Excess (deficiency) of revenues over expenses	411,332	(1,231,782)	1,693,128
Accumulated surplus, beginning of year	54,669,572	54,669,572	52,976,444
Accumulated surplus, end of year	\$ 55,080,904	\$ 53,437,790	\$ 54,669,572

See accompanying notes to consolidated financial statements.

TOWN OF PINCHER CREEK

Consolidated Statement in Net Financial Assets (Debt)

Year ended December 31, 2023, with comparative information for 2022

	Budget	2023	2022
			Restated (note 3)
Excess (deficiency) of revenue over expenses	\$ 411,332	\$ (1,231,782)	\$ 1,693,128
Acquisition of tangible capital assets	(5,393,900)	(1,878,967)	(3,765,460)
Amortization of tangible capital assets	1,678,480	2,039,639	2,017,873
Loss (gain) on sale on tangible capital assets	-	(81,800)	15,780
Proceeds on sale on tangible capital assets	-	227,045	-
Net change in prepaid expense	-	8,930	184
Net change in inventory for consumption	-	(21,041)	11,904
Change in net financial assets	(3,304,088)	(937,976)	(26,591)
Net financial assets (debt), beginning of year	(6,289,001)	(6,289,001)	(6,262,410)
Net financial assets (debt), end of year	\$ (9,593,089)	\$ (7,226,977)	\$ (6,289,001)

See accompanying notes to consolidated financial statements.

TOWN OF PINCHER CREEK

Consolidated Statement of Cash Flows

Year ended December 31, 2023, with comparative information for 2022

	2023	2022 Restated (note 3)
Cash provided by (used in):		
Operating activities:		
Excess (deficiency) of revenue over expenses	\$ (1,231,782)	\$ 1,693,128
Non-cash items included in excess of revenue over expenses:		
Amortization of tangible capital assets	2,039,639	2,017,873
Loss (gain) on sale of tangible capital assets	(81,800)	15,780
	726,057	3,726,781
Changes in non-cash assets and liabilities:		
Taxes and grants in place of taxes	(3,796)	17,652
Trade and other receivables	(24,284)	(55,789)
Land held for resale	2,892	17,521
Prepaid expenses	8,930	184
Accounts payable and accrued liabilities	(470,421)	(490,442)
Deferred revenue	386,706	(1,305,404)
Deposits	3,241	2,835
Inventory for consumption	(21,041)	11,904
Increase in asset retirement obligation	372,972	13,489,664
Asset retirement obligations and environmental liabilities	-	(13,126,850)
	981,256	2,288,056
Capital activities:		
Acquisition of tangible capital assets	(1,878,967)	(3,765,460)
Proceeds on disposal of tangible capital assets	227,045	-
	(1,651,922)	(3,765,460)
Investing activities:		
Increase in investments	(685,530)	(380,043)
Financing activities:		
Payments on long-term debt	(203,774)	(197,346)
Decrease in cash and short-term investments	(1,559,970)	(2,054,793)
Cash and short-term investments, beginning of year	4,116,709	6,171,502
Cash and short-term investments, end of year	\$ 2,556,739	\$ 4,116,709

See accompanying notes to consolidated financial statements.

TOWN OF PINCHER CREEK

Notes to Consolidated Financial Statements

Year ended December 31, 2023

1. Significant accounting policies:

The consolidated financial statements of the Town of Pincher Creek (the "Town") are the representations of management prepared in accordance with Canadian Public Sector Accounting Standards. Significant aspects of the accounting policies adopted by the Town are as follows:

(a) Reporting entity:

The consolidated financial statements reflect the assets, liabilities, revenue and expenses, changes in accumulated surplus and change in financial position of the reporting entity. This entity is comprised of the municipal operations plus all of the organizations that are owned or controlled by the municipality and are, therefore, accountable to the Council for the administration of their financial affairs and resources. Included with the Town is the Pincher Creek Community Early Learning Centre Ltd.

The schedule of taxes levied also includes requisitions for education, health, social and other external organizations that are not part of the municipal reporting entity.

The statements exclude trust assets that are administered for the benefit of external parties. Interdepartmental and organizational transactions and balances are eliminated.

(b) Basis of accounting:

The financial statements are prepared using the accrual basis of accounting. The accrual basis of accounting records revenue as it is earned and measurable. Expenses are recognized as they are incurred and measurable based upon receipt of goods or services and/or the legal obligation to pay.

Funds from external parties and earnings thereon restricted by agreement or legislation are accounted for as deferred revenue until used for the purpose specified.

Government transfers, contributions and other amounts are received from third parties pursuant to legislation, regulation or agreement and may only be used for certain programs, in the completion of specific work, or for the purchase of tangible capital assets. In addition, certain user charges and fees are collected for which the related services have yet to be performed. Revenue is recognized in the period when the related expenses are incurred, services performed or the tangible capital assets are acquired.

TOWN OF PINCHER CREEK

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2023

1. Significant accounting policies (continued):

(c) Cash and temporary investments:

Cash and temporary investments includes cash on hand and short-term deposits, which are highly liquid with original maturities of less than three months from the date of acquisition.

(d) Investments:

Investments consist of funds on deposit. As the Town has the ability and the intent to hold these investments to maturity, they have been recorded at amortized cost. Investment premiums and discounts are amortized over the term of the respective investments. For investments recorded at amortized cost, when there has been a loss in the value that is other than a temporary decline, the respective investment is written down to its realizable value. As all investments are recorded at amortized cost, there are no fair value adjustments which are not recognized through the Statement of Operations, as such, no Statement of Unrealized Gains or Losses is presented.

(e) Government transfers:

Government transfers are the transfer of assets from senior levels of government that are not the result of an exchange transaction, are not expected to be repaid in the future, or the result of a direct financial return.

Government transfers are recognized in the financial statements as revenue in the period in which events giving rise to the transfer occur, providing the transfers are authorized, any eligibility criteria have been met, and reasonable estimates of the amounts can be determined.

(f) Inventories for resale:

Land inventory held for resale is recorded as the lower of cost or net realizable value. Cost includes costs for land acquisition and improvements required to prepare the land for servicing such as clearing, stripping and leveling. Related development costs incurred to provide infrastructure such as water and wastewater services, roads, sidewalks and street lighting are recorded as tangible capital assets under their respective function.

TOWN OF PINCHER CREEK

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2023

1. Significant accounting policies (continued):

(g) Asset Retirement Obligations:

Asset retirement obligations (ARO) are legal obligations associated with the retirement of a tangible capital assets (TCA). Asset retirement activities include all activities relating to an asset retirement obligation. These may include, but are not limited to;

decommissioning or dismantling a tangible capital asset that was acquired, constructed or developed;
remediation of contamination of a tangible capital asset created by its normal use;
post-retirement activities such as monitoring; and
constructing other tangible capital assets to perform post-retirement activities.

A liability for an asset retirement obligation is recognized when, as at the financial reporting date:

- (a) there is a legal obligation to incur retirement costs in relation to a tangible capital asset;
- (b) the past transaction or event giving rise to the liability has occurred;
- (c) it is expected that future economic benefits will be given up; and
- (d) a reasonable estimate of the amount can be made.

When a liability for asset retirement obligation is recognized, asset retirement costs related to recognized tangible capital assets in productive use are capitalized by increasing the carrying amount of the related asset and are amortized over the estimated useful life of the underlying tangible capital asset. Asset retirement costs related to unrecognized tangible capital assets and those not in productive use are expensed.

(h) Contaminated sites liability:

Contaminated sites are a result of contamination being introduced into air, soil, water or sediment of a chemical, organic or radioactive or live organism that exceeds an environmental standard. The liability is recorded net of any expected recoveries. A liability for remediation of a contaminated site is recognized when a site is not in productive use and is management's estimate of the cost of post-remediation including operation, maintenance and monitoring.

TOWN OF PINCHER CREEK

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2023

1. Significant accounting policies (continued):

(i) Requisition over-levy and under-levy:

Over-levies and under-levies arise from the difference between the actual property tax levy made to cover each requisition and the actual amount requisitioned.

If the actual levy exceeds the requisition, the over-levy is accrued as a liability and property tax revenue is reduced. Where the actual levy is less than the requisition amount, the under-levy is accrued as a receivable and as property tax revenue.

Requisition tax rates in the subsequent year are adjusted for any over-levies or under-levies of the prior year.

(j) Non-financial assets:

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the normal course of operations.

i. Tangible capital assets:

Tangible capital assets are recorded at cost which includes all amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less residual value, of the tangible capital assets is amortized on a straight-line basis over the estimated useful life as follows:

Assets	Years
Buildings	15 - 50
Land improvements	15 - 60
Engineered structures	20 - 98
Machinery and equipment	5 - 10
Vehicles	10

Assets under construction are not amortized until the asset is available for productive use.

TOWN OF PINCHER CREEK

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2023

1. Significant accounting policies (continued):

(j) Non-financial assets (continued):

ii. Contribution of tangible capital assets:

Tangible capital assets received as contributions are recorded at fair value at the date of receipt and also are recorded as revenue.

iii. Inventories:

Inventories held for consumption are recorded at the lower of cost and replacement cost.

iv. Asset impairment:

Tangible capital assets are written down when conditions indicate that they no longer contribute to the Town's ability to provide goods and services, or when the value of the future economic benefits associated with the tangible capital asset are less than their book value. The net write downs are accounted for as an expense.

(k) Use of estimates:

The preparation of financial statements in conformity with Canadian Public Sector Accounting Standards requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the period. Where measurement uncertainty exists, the financial statements have been prepared within reasonable limits of materiality. Significant areas subject to such estimates and assumptions include the estimated useful life of tangible capital assets, taxes and grants in place of taxes, and land held for resale. Actual results could differ from those estimates.

TOWN OF PINCHER CREEK

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2023

2. Recent accounting pronouncements:

The following summarizes the upcoming changes to the Public Sector Accounting Standards by the Public Sector Accounting Standards Board (PSAB). In 2024, the Town will continue to assess the impact and prepare for the adoption of these standards. While the timing of standard adoption can vary, certain standards must be adopted concurrently.

(f) PS 3400 - Revenue:

This section provides guidance on how to account for and report on revenue, specifically addressing revenue arising from exchange transactions and unilateral transactions. This standard has been deferred by PSAB and is now effective for fiscal years beginning on or after April 1, 2023

(g) PSG-8 - Purchased Intangibles:

The Canadian Public Sector Accounting Board issued a new guideline, PSG 8 - Purchased Intangibles. This new guideline explains the scope of the intangibles now allowed to be recognized in financial statements given the removal of the recognition prohibition relating to purchased intangibles in Section PS 1000. The key aspects of this guideline are:

- A definition of purchased tangibles.
- Examples of items that are not purchased intangibles.
- References to other guidance in the PSA Handbook on intangibles.
- Reference to the asset definition general recognition criteria and the GAAP hierarchy for accounting for purchased intangibles.

(h) PS 3160 - Public Private Partnerships:

The Canadian Public Sector Accounting Board issued a new standard, PS 3160, Public Private Partnerships in April 2021. This section establishes standards for the recognition, measurement, presentation, and disclosure of infrastructure procured through certain types of public private partnership arrangements.

This section is effective for fiscal years beginning on or after April 1, 2023 and may be applied retroactively with or without prior period restatement. Early adoption is permitted.

TOWN OF PINCHER CREEK

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2023

3. Change in accounting policy:

Effective January 1, 2023, the Town adopted the new accounting standard PS 3280 Asset Retirement Obligations and applied the standard using the modified retroactive approach with restatement of prior year comparative information.

On the effective date of the PS 3280 standard, the Town recognized the following to conform to the new standard;

- asset retirement obligations, adjusted for accumulated accretion to the effective date;
- asset retirement cost capitalized as an increase to the carrying amount of the related tangible capital assets in productive use;
- accumulated amortization on the capitalized cost; and
- adjustment to the opening balance of the accumulated surplus/deficit.

Amounts are measured using information, assumptions and discount rates where applicable that are current on the effective date of the standard. The amount recognized as an asset retirement cost is measured as of the date the asset retirement obligation was incurred. Accumulated accretion and amortization are measured for the period from the date the liability would have been recognized had the provisions of this standard been in effect to the date as of which this standard is first applied.

TOWN OF PINCHER CREEK

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2023

3. Change in accounting policy (continued):

Impact on the prior year's financial statements as a result of the change in accounting policy is as follows:

	As previously reported	Adjustment recognized	As restated
Statement of Financial Position			
Financial assets	\$ 13,579,339	\$ -	\$ 13,579,339
Liabilities	6,378,676	13,489,664	19,868,340
Net-financial assets	7,200,663	(13,489,664)	(6,289,001)
Non-financial assets	51,463,006	9,495,567	60,958,573
Net assets (net liabilities)	58,663,669	(3,994,097)	54,669,572
Accumulated surplus at beginning of year	56,361,190	(3,384,746)	52,976,444
Accumulated surplus at end of year	58,663,669	(3,994,097)	54,669,572
Statement of Operations			
Total Revenue	13,877,499	-	13,877,499
Total Expenses	11,575,020	609,351	12,184,371
Annual surplus	2,302,479	(609,351)	1,693,128
Statement of Change in Net Financial Assets			
Annual surplus	2,302,479	(609,351)	1,693,128
Amortization of Tangible Capital assets	1,771,336	246,537	2,017,873
Net financial assets at beginning of year	6,864,440	(13,126,850)	(6,262,410)
Net financial assets at end of year	7,200,663	(13,489,664)	(6,289,001)

The Town also adopted the new accounting standards PS 1201 Financial Statement Presentation, PS 3450 - Financial Instruments, PS 2601 Foreign Currency Translation, and PS 3401 Portfolio Investments effective January 1, 2023.

The adoption of these standards did not impact the current year or prior year financial statements or presentation of the Town's financial position, operations, or cash flows.

TOWN OF PINCHER CREEK

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2023

4. Cash and short-term investments:

	2023	2022 Restated (note 3)
Cash	\$ 2,018,238	\$ 3,138,311
Short-term investments	538,501	978,398
	<u>\$ 2,556,739</u>	<u>\$ 4,116,709</u>

5. Taxes and grants in place of taxes:

	2023	2022
Taxes and grants in place of taxes:		
Current taxes and grants in place of taxes	\$ 180,706	\$ 167,541
Arrears taxes	39,580	48,949
	<u>\$ 220,286</u>	<u>\$ 216,490</u>

6. Trade and other receivables:

	2023	2022
Local improvement levies	\$ 750,550	\$ 792,522
Trade accounts	973,641	897,430
Goods and services tax recoverable	17,094	6,007
Due from provincial government	11,027	32,069
	<u>\$ 1,752,312</u>	<u>\$ 1,728,028</u>

TOWN OF PINCHER CREEK

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2023

7. Investments and marketable securities:

	2023		2022	
	Cost	Market value	Cost	Market value
CIBC Wood Gundy:				
Fixed income securities (due 2022 - 2033)	\$ 3,150,157	\$ 2,853,559	\$ 3,150,157	\$ 2,691,672
Bank of Montreal - Equity Linked (due 2031)	602,800	602,800	602,800	602,800
Bank of Montreal - balance protected (due 2031)	688,300	688,300	688,300	688,300
Canadian Imperial Bank of Commerce - balance protected (due 2029)	-	-	84,600	82,308
BMO Wealth Management:				
Fixed income securities (due 2023-2029)	3,153,287	3,158,262	2,336,986	2,330,437
Other:				
Accrued investment interest	224,803	224,803	270,974	270,978
	\$ 7,819,347	\$ 7,527,724	\$ 7,133,817	\$ 6,666,495

TOWN OF PINCHER CREEK

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2023

8. Deferred revenue:

	2023	2022
Deferred revenue, beginning of year	\$ 1,014,318	\$ 2,319,722
Funds received in the year:		
Operating	365,251	280,184
Capital	456,987	948,038
	822,238	1,228,222
Amounts recognized in revenue during the year:		
Operating	(223,302)	(292,600)
Capital	(212,230)	(2,241,026)
	(435,532)	(2,533,626)
Deferred revenue, end of year	\$ 1,401,024	\$ 1,014,318
Deferred revenue is comprised of:		
Operating:		
Municipal Energy Manager	\$ -	\$ 18,933
Climate Resilience Capacity Building (CRCB)	-	77,985
Prepaid property tax	47,952	34,665
Other	124,021	3,686
Alberta Community Resilience	105,245	-
Alberta Municipal Water Program	11,865	11,865
Canada Community Building Fund	522,463	497,584
MSI Capital	589,478	369,600
	\$ 1,401,024	\$ 1,014,318

TOWN OF PINCHER CREEK

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2023

9. Debt:

	2023	2022 Restated (note 3)
Debenture tax supported	\$ 768,691	\$ 840,068
Other supported debentures	742,339	808,069
Bankers acceptance loan	1,783,333	1,850,000
	<u>3,294,363</u>	<u>3,498,137</u>
Current portion	(143,852)	(137,107)
Current portion of Bankers acceptance repayable	(66,667)	(66,667)
Bankers acceptance repayable	(1,716,667)	(1,783,333)
	<u>\$ 1,367,177</u>	<u>\$ 1,511,030</u>

Principal and interest repayments are as follows:

	Principal	Interest	Total
2024	\$ 210,518	\$ 100,417	\$ 310,935
2025	217,594	92,316	309,910
2026	225,019	83,573	308,592
2027	232,809	74,764	307,573
2028	240,983	66,590	307,573
Thereafter	2,167,440	318,159	2,485,599
	<u>\$ 3,294,363</u>	<u>\$ 735,819</u>	<u>\$ 4,030,182</u>

Debenture debt is repayable to Alberta Municipal Financing Corporation and bears interest at the rates of 4.59% to 5% per annum, before Provincial subsidy, and matures in 2032. Debenture debt is issued on the credit and security of the Town at large.

Interest payments on long-term debt amounted to \$77,945 (2022 - \$84,394).

The Town has an authorized demand bankers acceptance loan up to a maximum of \$1,850,000 bearing interest at 2.29% the bankers acceptance is due on demand. As at December 31, 2023, the balance outstanding was \$1,783,333. During 2022 the bankers acceptance loan was changed in that, CIBC has indicated that they are accepting term payments of \$5,556 per month plus interest.

TOWN OF PINCHER CREEK

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2023

10. Asset retirement obligations and environmental liabilities:

	2023	2022 Restated (note 3)
Asset retirement obligations, beginning of year	\$ 13,489,664	\$ 13,126,850
Accretion expense	372,972	362,814
	<u>\$ 13,862,636</u>	<u>\$ 13,489,664</u>

Tangible capital assets with associated retirement obligations include buildings. The Town has asset retirement obligations to remove hazardous asbestos fiber containing materials from various buildings under its control. Regulations require the Town to handle and dispose of the asbestos in a prescribed manner when it is disturbed, such as when the building undergoes renovations or is demolished. Although timing of the asbestos removal is conditional on the building undergoing renovations or being demolished, regulations create an existing obligation for the Town to remove the asbestos when asset retirement activities occur.

Asset retirement obligations are initially measured as of the date the legal obligation was incurred, based on management's best estimate of the amount required to retire tangible capital assets and subsequently remeasured taking into account any new information and the appropriateness of assumptions used. The estimate of the liability is based on a quote from a third-party who completed a survey and supplemental sampling at all Town buildings.

Asset retirement obligations are expected to be settled over the next 10 to 20 years.

TOWN OF PINCHER CREEK

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2023

11. Accumulated surplus

Accumulated surplus consist of restricted and unrestricted amounts and equity in tangible capital assets as follows:

	2023	2022 Restated (note 3)
Unrestricted surplus	\$ 764,858	\$ 773,231
Restricted surplus:		
Operating:		
Municipal income stabilization	716,841	652,109
Early learning centre	95,451	366,590
Legislative	12,418	2,894
Disaster services	13,402	13,402
Capital:		
Legislative and administration	458,644	777,898
Protective services	121,233	114,128
Fire Equipment	125,214	120,338
Equipment	338,415	218,770
Streets	297,347	197,347
Utilities	1,522,988	2,565,892
Garbage Equipment	217,500	145,000
Recycling	12,871	19,039
Cemetery	40,407	38,407
Land development	660,250	625,434
Pool	115,942	121,011
Arena building	3,312,927	3,073,697
General parks	267,411	225,649
Cultural	77,336	69,086
General sports field	151,239	150,666
Community recreation centre building	95,714	103,684
Golf Course	426,260	290,902
PC early learning centre	482,936	419,097
	9,562,746	10,311,040
Equity in tangible capital assets	43,110,186	43,585,301
	\$ 53,437,790	\$ 54,669,572

TOWN OF PINCHER CREEK

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2023

(continued):

	2023	2022 Restated (note 3)
Equity in tangible capital assets:		
Tangible capital assets (Schedule 6)	\$103,528,804	\$101,961,787
Accumulated amortization (Schedule 6)	(43,261,619)	(41,388,685)
Loans related to capital assets	(3,294,363)	(3,498,137)
ARO liability	(13,862,636)	(13,489,664)
	\$ 43,110,186	\$ 43,585,301

12. Debt limits:

Section 276(2) of the Municipal Government Act requires that debt and debt limits as defined by Alberta Regulation 255/2000 for the Town be disclosed as follows:

	2023	2022
Total debt limit	\$ 17,858,552	\$ 17,346,113
Total debt	(3,294,363)	(3,498,137)
Amount of debt limit unused	14,564,189	13,847,976
Debt servicing limit	2,976,425	2,891,019
Debt servicing	(311,949)	(311,949)
Amount of debt servicing unused	\$ 2,664,476	\$ 2,579,070

The debt limit is calculated at 1.5 times revenue of the Town (as defined in Alberta Regulation 255/2000) and the debt service is calculated at 0.25 times such revenue. Incurring debt beyond these limitations requires approval by the Minister of Municipal Affairs. These thresholds are guidelines used by Alberta Municipal Affairs to identify municipalities that could be at financial risk if further debt is acquired. The calculation taken alone does not represent the financial stability of the Town. Rather, the financial statements must be interpreted as a whole.

TOWN OF PINCHER CREEK

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2023

13. Local Authorities Pension Plan:

The Town participates in a multi-employer defined pension plan. The plan is accounted for as a defined contribution plan.

Employees of the Town participate in the Local Authorities Pension Plan (LAPP), which is one of the plans covered by the Alberta Public Sector Pension Plans Act. The LAPP serves about 291,259 people and about 437 employers. The LAPP is financed by employer and employee contributions and investment earnings of the LAPP Fund.

Contributions for current service are recorded as expenditures in the year in which they become due.

The Town is required to make current service contributions to the LAPP of 8.45% (8.45% in 2022) of pensionable earnings up to the year's maximum pensionable earnings under the Canada Pension Plan and 12.23% (12.80% in 2022) on pensionable earnings above this amount. Employees of the Town are required to make current service contributions of 7.45% (7.45% in 2022) of pensionable salary up to the year's maximum pensionable salary and 11.23% (11.80% in 2022) on pensionable salary above this amount.

Total current service contributions by the Town to the LAPP in 2023 were \$235,824 (2022 - \$220,169). Total current service contributions by the employees of the Town to the LAPP in 2023 were \$210,056 (2022 - \$195,951).

At December 31, 2022, the LAPP disclosed an actuarial surplus of \$12.7 billion (2021 - surplus of \$11.9 billion); the 2023 LAPP actuarial balance was not available at the date of this report.

TOWN OF PINCHER CREEK

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2023

14. Segmented disclosure:

Segmented information has been identified based upon lines of service provided by the Town. Town services are provided by departments and their activities are reported by functional area in the body of the financial statements. The segmented information is presented in Schedule 2. Certain lines of service that have been separately disclosed in the segments information, along with the services they provide, are as follows:

(a) General government:

The mandate of general government includes all taxation, Council and administrative functional activities

(b) Protective services:

The mandate of Protective Services is to provide for the rescue and protection of people and property within the Town through effective and efficient management and coordination of emergency service systems and resources.

(c) Transportation services:

Transportation services is responsible for the delivery of municipal public works services related to the planning, development and maintenance of roadway systems, streets, walks and lighting.

(d) Planning and development:

Planning and development is responsible for the administration of residential, commercial, industrial and agricultural development services within the Town.

(e) Recreation and culture:

The recreation and culture department is responsible for operation and maintenance of parks, sports fields, recreation, community and cultural facilities within the Town.

(f) Environmental services:

Environmental services is responsible for water supply and distribution services within the Town, as well as wastewater treatment and disposal activities and waste management functions.

(g) Public health:

Public health provides funding for programs that support individuals, families, and communities. Programs and services are delivered through Family and Community Support Services.

Certain allocation methodologies are employed in the preparation of segmented financial information. Taxation and payments-in-lieu of taxes are allocated to the segments based on the segment's budgeted net expenditure. User charges and other revenue have been allocated to the segments based upon the segment that generated the revenue. Government transfers have been allocated to the segment based upon the purpose for which the transfer was made.

The accounting policies used in these segments are consistent with those followed in the preparation of the financial statements as disclosed in Note 1.

TOWN OF PINCHER CREEK

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2023

15. Salary and benefits disclosure:

Disclosure of salaries and benefits for elected municipal officials, the chief administrative officer and designated officers as required by Alberta Regulation 313/2000 is as follows:

	Salaries (i)	Benefits and Allowances (ii)	Total 2023	Total 2022
Mayor Anderberg	\$ 46,085	\$ 4,031	\$ 50,116	\$ 45,884
Councilor Barber	38,125	9,271	47,396	42,462
Councilor Green	28,835	2,253	31,088	31,085
Councilor Oliver	24,575	1,299	25,874	25,608
Councilor Nodge	29,165	4,317	33,482	30,261
Councilor Wright	25,395	5,400	30,795	24,416
Councilor Cleland	23,095	179	23,274	6,598
Councillor Elliott	-	-	-	10,289
	\$ 215,275	\$ 26,750	\$ 242,025	\$ 216,603
Chief Administrative Officer (past incumbent)	\$ 66,387	\$ 11,453	\$ 77,840	\$ 172,372
Chief Administrative Officer *	\$ 387,548	\$ 32,762	\$ 420,310	\$ -
Designated Officer	\$ 47,855	\$ -	\$ 47,855	\$ 45,817

i) Salary includes regular base pay. For Councilors, salary includes a monthly allowance to attend special events and per diem reimbursement for authorized meetings attended.

ii) For non-elected officials, employers share of all employee benefits and contributions or payments made on behalf of employees including pension, health care, dental coverage, vision coverage, group life insurance, accidental disability and dismemberment insurance, and long and short-term plans as well as travel allowances.

* Includes severance package.

Benefits and allowances also include the employer's share of the costs of additional taxable benefits including special leave with pay, financial planning services, retirement services, concessionary loans, travel allowances, car allowances, and club memberships.

TOWN OF PINCHER CREEK

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2023

16. Commitment:

The Town has committed up to \$1,250,000 of funding towards the construction of a new curling rink. This project had not begun by December 31, 2023.

17. Financial instruments:

The Town as part of its operations carries a number of financial instruments, such as cash and cash equivalents, accounts receivable, investments, accounts payable and accrued liabilities and long term debt. It is management's opinion that the Town is not exposed to significant interest, or currency risks arising from these financial instruments except as otherwise disclosed.

Unless otherwise noted, the fair value of these financial instruments approximates their carrying values.

i. Interest rate risk:

Interest rate risk is the risk that the value of a financial instrument might be adversely affected by a change in the interest rates. In seeking to minimize the risks from interest rate fluctuations, the Town manages exposure through its normal operating and financing activities.

ii. Credit concentration:

The Town is subject to credit risk with respect to taxes and grants in place of taxes receivable and trade and other receivables. Credit risk arises from the possibility that taxpayers and entities to which the Town provides services may experience financial difficulty and be unable to fulfil their obligations. The large number of diversity of taxpayers and customers minimizes the credit risk.

iii. Liquidity risk:

Liquidity risk is the risk that the Town will not be able to meet its financial obligations as they become due. The Town manages liquidity risk by continually monitoring actual and forecasted cash flows from operations and anticipated investing activities to ensure, as far as possible, that it will always have sufficient liquidity to meet its liabilities when due, under both normal and stressed conditions.

TOWN OF PINCHER CREEK

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2023

18. Contingent liabilities:

- i. The Town is a member of the Alberta Municipal Insurance Exchange (MUNIX). Under the terms of the membership, the Town could become liable for its proportionate share of any claim losses in excess of the funds held by exchange. Any liability incurred would be accounted for as a current transaction in the year the losses are determined.
- ii. The Town has been named as a defendant in a legal action surrounding a contract dispute with a construction contractor. The ultimate resolution of the claim is not determinable at this time.

19. Budget:

The budgeted information presented in these financial statements is based upon the 2023 operating and capital budgets.

20. Approval of financial statements:

Council and Management approved these financial statements.

21. Comparative information:

The financial statements have been reclassified, where applicable, to conform to the presentation used in the current year. The changes do not affect prior year earnings.

TOWN OF PINCHER CREEK

Schedule 1 - Schedule of Government Transfers

Year ended December 31, 2023, with comparative information for 2022

	Budget	2023	2022
Transfers for operating:			
Provincial government	\$ 610,145	\$ 933,733	\$ 716,032
Other municipal governments	623,932	994,278	989,055
Federal government	5,500	1,320	10,048
	1,239,577	1,929,331	1,715,135
Transfers for capital:			
Provincial government	1,161,330	34,452	2,232,544
Federal government	465,000	-	96,660
	1,626,330	34,452	2,329,204
Total government transfers	\$ 2,865,907	\$ 1,963,783	\$ 4,044,339

TOWN OF PINCHER CREEK

Schedule 2 - Schedule of Segmented Disclosures

Year ended December 31, 2023, with comparative information for 2022

	General government	Protective services	Transportation services	Environmental services	Public health services	Planning and development	Recreation and culture	Total 2023	Total 2022 Restated (note 3)
Revenue:									
Net municipal taxes	\$ 4,975,453	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,975,453	\$ 4,970,392
User fees and sales of goods	100,991	-	203,429	1,880,013	17,600	79,659	320,010	2,601,702	2,564,225
Government transfers	5,859	38,511	213,465	17,196	178,897	-	1,509,855	1,963,783	4,044,339
Penalties and cost of taxes	61,975	15,301	-	7,270	-	-	-	84,546	85,736
Licenses and permits	59,830	2,235	-	-	-	89,299	-	151,364	169,933
Franchise and concession contracts	944,490	-	-	-	-	-	-	944,490	912,264
Rentals	8,341	278,486	800	83,874	75,781	95,269	153,057	695,608	719,723
Investment income	341,876	-	-	-	9,957	-	-	351,833	264,615
Other	23,096	(1,200)	6,110	74,067	37,106	-	32,195	171,374	162,052
	6,521,911	333,333	423,804	2,062,420	319,341	264,227	2,015,117	11,940,153	13,893,279
Expenses:									
Salaries, wages and benefits	887,382	107,079	364,288	847,109	169,777	420,594	2,392,563	5,188,792	4,769,425
Contracted and general services	381,670	785,119	386,368	854,874	52,198	208,917	802,517	3,471,663	2,939,217
Materials, goods, and utilities	108,979	52,371	266,281	397,440	11,726	22,879	522,650	1,382,326	1,317,992
Transfers to organizations	-	79,091	-	18,728	165,636	-	249,714	513,169	536,431
Interest on long-term debt	-	77,945	-	-	-	-	33,593	111,538	134,531
Other expenditures	413,106	-	-	-	-	-	118,572	531,678	456,154
Bank charges and interest	953	-	-	4,612	-	-	9,365	14,930	12,748
Amortization	48,469	98,365	326,891	1,015,804	4,462	-	545,648	2,039,639	2,017,873
	1,840,559	1,199,970	1,343,828	3,138,567	403,799	652,390	4,674,622	13,253,735	12,184,371
Excess (deficiency) of revenue over expenses									
before other	4,681,352	(866,637)	(920,024)	(1,076,147)	(84,458)	(388,163)	(2,659,505)	(1,313,582)	1,708,908
Other									
Gain (loss) on disposal of tangible capital assets	-	-	81,800	-	-	-	-	81,800	(15,780)
Excess (deficiency) of revenue over expenses									
	\$ 4,681,352	\$ (866,637)	\$ (838,224)	\$ (1,076,147)	\$ (84,458)	\$ (388,163)	\$ (2,659,505)	\$ (1,231,782)	\$ 1,693,128

TOWN OF PINCHER CREEK

Schedule 3 - Schedule of Changes in Accumulated Surplus

Year ended December 31, 2023, with comparative information for 2022

	Unrestricted	Restricted surplus	Equity in tangible capital assets	2023	2022 Restated (note 3)
Balance, beginning of year	\$ 773,231	\$ 10,311,040	\$ 43,585,301	\$ 54,669,572	\$ 56,361,190
Opening ARO adjustment	-	-	-	-	(3,384,746)
Excess of revenues over expenses	(1,231,782)	-	-	(1,231,782)	1,693,128
Transferred from restricted surplus	2,448,199	(2,448,199)	-	-	-
Transferred to restricted surplus	(1,699,905)	1,699,905	-	-	-
Acquisition of tangible capital assets	(1,878,967)	-	1,878,967	-	-
Net book value of tangible capital assets disposed	145,245	-	(145,245)	-	-
Amortization of tangible capital assets	1,793,102	-	(1,793,102)	-	-
Amortization of asset retirement obligations	246,537	-	(246,537)	-	-
Acretion expense	372,972	-	(372,972)	-	-
Debt principal paid	(203,774)	-	203,774	-	-
Change in accumulated surplus	(8,373)	(748,294)	(475,115)	(1,231,782)	(1,691,618)
Balance, end of year	\$ 764,858	\$ 9,562,746	\$ 43,110,186	\$ 53,437,790	\$ 54,669,572

TOWN OF PINCHER CREEK

Schedule 4 - Schedule of Net Municipal Property Taxes

Year ended December 31, 2023, with comparative information for 2022

	Budget	2023	2022
General taxation:			
Real property tax	\$ 6,262,855	\$ 6,262,857	\$ 6,253,417
Linear property tax	104,194	104,194	100,467
Government grants in place of property taxes	49,343	49,342	53,282
Local improvement/special tax	23,335	22,678	23,014
	6,439,727	6,439,071	6,430,180
Requisitions:			
Alberta School Foundation Fund	1,056,038	1,056,038	1,070,852
Holy Spirit School Division	272,877	272,877	278,116
Crestview Lodge	134,703	134,703	110,820
Designated Industrial Property	497	-	-
	1,464,115	1,463,618	1,459,788
Net municipal property tax	\$ 4,975,612	\$ 4,975,453	\$ 4,970,392

TOWN OF PINCHER CREEK

Schedule 5 - Schedule of Expenses by Object

Year ended December 31, 2023, with comparative information for 2022

	Budget	2023	2022 Restated (note 3)
Salaries, wages and benefits	\$ 4,263,370	\$ 5,188,792	\$ 4,769,425
Contracted and general services	3,930,439	3,471,663	2,939,217
Materials, goods and utilities	1,442,488	1,382,326	1,317,992
Transfers to local boards and agencies	543,500	513,169	536,431
Interest on long-term debt	119,965	111,538	134,531
Other expenditures	58,895	531,678	456,154
Bank charges and short-term interest	9,500	14,930	12,748
Amortization	1,678,480	2,039,639	2,017,873
Total expenses by object	\$ 12,046,637	\$ 13,253,735	\$ 12,184,371

TOWN OF PINCHER CREEK

Schedule 6 - Schedule of Tangible Capital Assets

Year ended December 31, 2023, with comparative information for 2022

	Land	Land improvements	Buildings	Engineered structures	Machinery and equipment	Vehicles	2023	2022 Restated (note 3)
Cost:								
Balance, beginning of year	\$ 5,113,777	\$ 5,608,352	\$ 17,307,586	\$ 57,281,737	\$ 4,134,186	\$ 1,392,446	\$ 90,838,084	\$ 87,253,478
Prior period adjustments	-	-	-	11,117,690	6,013	-	11,123,703	11,123,703
Acquisition of tangible capital assets	-	45,009	192,441	1,394,302	247,215	-	1,878,967	3,765,460
Disposal of tangible capital assets	-	-	-	-	(311,950)	-	(311,950)	(180,854)
Balance, end of year	5,113,777	5,653,361	17,500,027	69,793,729	4,075,464	1,392,446	103,528,804	101,961,787
Accumulated amortization:								
Balance, beginning of year	-	2,978,956	9,927,074	23,792,336	2,261,132	801,051	39,760,549	38,154,287
Prior period adjustments	-	-	-	1,626,031	2,105	-	1,628,136	1,381,599
Accumulated amortization on disposals	-	-	-	-	(166,705)	-	(166,705)	(165,074)
Amortization	-	194,429	444,711	838,001	222,254	93,707	1,793,102	1,771,336
Asset retirement obligation amortization	-	-	-	246,236	301	-	246,537	246,537
Balance, end of year	-	3,173,385	10,371,785	26,502,604	2,319,087	894,758	43,261,619	41,388,685
Net book value of tangible capital assets	5,113,777	2,479,976	7,128,242	43,291,125	1,756,377	497,688	60,267,185	60,573,102
2022 Net book value of tangible capital assets	\$ 5,113,777	\$ 2,692,396	\$ 7,380,512	\$ 42,981,060	\$ 1,876,962	\$ 591,395	\$ 60,573,102	



Town of Pincher Creek

REQUEST FOR DECISION

Council or Committee of the Whole

SUBJECT: 2024 Property Tax Rate	
PRESENTED BY: Wendy Catonio, Director of Finance and Human Resources	DATE OF MEETING: 4/8/2024

PURPOSE:

Council to discuss Options regarding new growth in property taxes.

RECOMMENDATION:

That Council for the Town of Pincher Creek direct Administration to transfer the new growth in property taxes of \$140,000 into the _____ Reserve.

BACKGROUND/HISTORY:

Council for the Town of Pincher Creek passed the 2024 budget in December 2023 which included a 2% tax increase of \$98,938 and \$20,000 for new growth in property taxes. The actual new growth in property taxes for 2024 is approximately \$160,000 which is \$140,000 more than the budget. Administration suggests transferring this to reserves. Attached is the 2024 Estimated Reserve accounts for Council to choose from.

in the 2024 Budget, there was an allowance made for anticipated vacant positions of approximately \$181,000 which could be reduced.

Administration believes the budget should always reflect a tax increase to cover continual increases to municipal expenses.

The 2024 Property Tax Rate for Residential and Non Residential, including the 2% tax increase and the new growth, is calculated to decrease by approximately 0.95/1000 of property assessment. For example a property assessed at \$100,000 in 2023 and \$100,000 in 2024 would see a \$95.00 reduction in property taxes.

ALTERNATIVES:

Option 1: transfer the additional new growth into _____ Reserve.

Option 2: use the new growth to reduce the allowance made for anticipated vacant positions

Option 3: reduce the tax increase to 0% from 2% or \$98,938 and transfer approximately \$41,000 to _____ Reserve.

IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:

None at this time

FINANCIAL IMPLICATIONS:

The 2024 Budget reflected a \$20,000 tax increase for new growth but the actual was \$160,000 which is \$140,000 more than anticipated. This amount should be transferred to reserves or used to reduce the anticipated vacant positions amount which results in zero impact on the 2024 budget.

PUBLIC RELATIONS IMPLICATIONS:

2024 Property Tax Notices will be mailed to the public in May.

ATTACHMENTS:

2024 Estimated Reserves - 2024.04.08 - 3384

2024 Property Tax Rate Discussion - 2024.04.08 - 3384

CONCLUSION/SUMMARY:

Administration supports transferring the additional funds into a reserve of Council's choice for future projects.

Signatures:

Department Head:

Wendy Catonio

CAO:

Doug Henderson



**TOWN OF PINCHER CREEK
2024 PROPERTY TAX RATE
DISCUSSION
Option 1**

11:51 AM
4/8/2024

	2023 BUDGET	2024 BUDGET Passed Dec 2023	2024 ACTUAL	
Municipal Taxes (2024 includes 2% tax increase)	4,951,721	5,050,659	5,051,309	
Education Requisition	1,328,915	1,328,915	1,442,955	
PC Foundation Requisition	134,703	172,572	172,572	
Designated Industrial Properties	497	497	605	
New Growth		20,000	160,041	140,041
	6,415,836	6,572,643	6,827,482	140,041
 Budget Reduction				
Anticipated Vacant Positions		181,552	181,552	
 Transfer to Reserve				140,000



**TOWN OF PINCHER CREEK
2024 PROPERTY TAX RATE
DISCUSSION
Option 2**

11:51 AM
4/8/2024

	2023 BUDGET	2024 BUDGET Passed Dec 2023	2024 ACTUAL	
Municipal Taxes (2024 includes 2% tax increase)	4,951,721	5,050,659	5,051,309	
Education Requisition	1,328,915	1,328,915	1,442,955	
PC Foundation Requisition	134,703	172,572	172,572	
Designated Industrial Properties	497	497	605	
New Growth		20,000	160,041	140,041
	6,415,836	6,572,643	6,827,482	
 Budget Reduction				
Anticipated Vacant Positions		181,552	41,511	140,041



TOWN OF PINCHER CREEK
2024 PROPERTY TAX RATE
DISCUSSION
Option 3

11:51 AM
 4/8/2024

	2023	2024	2024	
	BUDGET	BUDGET	ACTUAL	
		Passed Dec 2023		
Municipal Taxes (2024 includes 2% tax increase)	4,951,721	5,050,659	4,951,721	(98,938)
Education Requisition	1,328,915	1,328,915	1,442,955	
PC Foundation Requisition	134,703	172,572	172,572	
Designated Industrial Properties	497	497	605	
New Growth		20,000	160,041	140,041
	6,415,836	6,572,643	6,727,894	41,103
 Budget Reduction				
Anticipated Vacant Positions		181,552	140,449	41,103

**2024 ESTIMATED
OPERATING AND CAPITAL RESERVES**

Page R-1
1:15 PM 4/8/2024

type	function	subfunc	object	Description	2023 Estimated Year End	2024 Transfer		2024 Year End	COMMENTS
						To Reserves	From Reserves		
OPERATING RESERVES:									
GENERAL :									
00	00	00	4705	Municipal Income Stabilization	716,841.29		-104,530.75	612,310.54	Council Motion 23-268 Net Zero Communities Accelerator Program \$4,000 less \$2,000 in 2023 = \$2,000; Council Motion 23-269 - \$53,046.75 CEIP Clean Energy Improvement program; Council Motion #23-458 Consultant Asset Retirement Obligation \$49,484
00	00	00	4710	General Contingency	95,451.36		-22,400.00	73,051.36	R&M at PCCELC \$14,500 and 2 more security cameras at each Learning Centre \$2,500; Motion 23-436 Property Condition Assessment \$35,000 less \$29,600 spent in 2023 = \$5,400
11	00	00	4705	Legislative	12,418.27	18,250.00		30,668.27	18,250 annual transfer 6,500 election; 1,000 new council orientation; 6,250 union neg; 2,500 new council laptops; \$2,000 strategic planning after election
24	00	00	4705	Disaster	13,401.57	0.00		13,401.57	P.C. EMA Grant;
41	00	00	4705	Utilities	0.00			0.00	
CAPITAL RESERVES:									
GENERAL:									
00	00	00	4760	Capital Investment Fund	458,643.69	10,000.00	-186,750.00	281,893.69	annual transfer from administration \$10,000; 20,000 replace town office air conditioners; 60,000 New Town Website; \$56,000 Operations shop uprade; \$35,000 Seacan; 15,750 Annual Computer Hardware upgrade
21	00	00	4760	RCMP Building Reserve	121,232.87	7,105.00		128,337.87	annual transfer \$7,105;
23	00	00	4760	Fire Equip Reserve	125,213.93	4,876.00	-125,000.00	5,089.93	114,437.06 annual transfer to reserves; Council Motion #24-146 Purchase of Land and Building for Pincher Creek Emergency Services \$125,000
31	00	00	4760	Equipment Reserve	338,414.54	87,500.00	-350,000.00	75,914.54	annual transfer from interest on reserves budget \$200,000 - \$113,000 to arena reserve & \$87,000 to Equipment reserve; \$500 sale of assets; Council Motion 23-117 \$350,000 Sander/snowplow
32	00	00	4761	General Streets Reserve	297,347.47	100,000.00	0.00	397,347.47	annual transfer \$100,000;

**2024 ESTIMATED
OPERATING AND CAPITAL RESERVES**

type	function	subfunc	object	Description	2023 Estimated Year End	2024 Transfer To Reserves	2024 Transfer From Reserves	2024 Year End	COMMENTS
41	00	00	4760	Utilities reserve	1,522,988.19	450,000.00	-998,596.97	974,391.22	annual transfer \$450,000 (195,000 Water Treatment, 195,000 Water distribution; 25,000 sewer treatment; 25,000 sewer distribution; \$10,000 Storm); 25,000 Water Reservoir maintenance; \$200,000 to cover utilities deficits (\$50,000 Water Treatment & Dist each and \$62,000 and 38,000 Wastewater treatment and collection 4 cost centres); \$26,000 WTP Secondary Dam Assessment; \$85,000 Sewer CCTV Condition Assessment; \$150,000 Canyon Drive Waterline valve replacement; 145,876.97 Sodium Hypochloride; \$360,000 WTP Internal plumbing replacement; Council Motion #23-026 Additional \$11,000 for Neptune software upgrades for a total cost of \$36,000 less \$29,280 pd in 2023
43	00	00	4760	Garbage Equipment Depreciation	217,500.00	93,750.00		311,250.00	annual transfer \$93,750;
43	00	00	4762	Recycling	12,870.56		0.00	12,870.56	Recycling refund from MD when we changed processes;
56	00	00	4760	Cemetery	40,406.74	2,000.00		42,406.74	annual transfer \$2,000;
66	00	00	4760	Land Development Reserve	660,249.83	23,334.50	0.00	683,584.33	annual transfer Interest on local impr 4,986.04 Hunter Street; 18,378.46 Veterans Street;
71	02	00	4760	Pool Infrastructure	115,942.21	80,000.00	-15,495.20	180,447.01	annual transfer \$80,000; \$10,000 Fire Alarm Assessment Report; \$1,000 Sound system for pool; pool pump replacement 4,495.20
71	03	00	4761	Arena Building Reserve	3,312,926.93	250,000.00	-403,531.20	3,159,395.73	annual transfer -137,000 transfer from operating; 113,000 from interest on reserves; Change Room 5 add Shower \$15,000; Compressor overhaul \$15,000; Brine Line Pump \$12,000; 12,320 Arena Barrier Free Upgrades; 284,211.20 ice plant replacement; 65,000 sound system (ask MD to contribute)
71	05	00	4760	General Parks Reserve	267,410.48	73,000.00	-10,000.00	330,410.48	annual transfer \$73,000; \$10,000 Campground Kitchen Ceiling Replacement
71	07	00	4760	General Sportsfield Reserve	151,238.63	10,000.00	-64,500.00	96,738.63	annual transfer \$10,000; \$7,000 soccer frames; 12,000 Tennis Fence Replacement; 10,000 line painter; 35,500 Tennis Court Resurfacing
72	21	00	4760	Community Recreation Centre Bldg.	95,714.47		-45,000.00	50,714.47	25,000 Deck replacement; \$8,000 water heater replacement; 12,000 furnace replacement
72	21	00	4761	Golf Course Irrigation	426,260.29	0.00	0.00	426,260.29	
74	00	00	4760	Culture Reserve	77,335.88	14,000.00	-14,450.00	76,885.88	annual transfer \$14,000 (5,000 library, 5,000 Lebel, 4,000 Events); 3,250 Heritage sign carry forward 2023: Lebel Mansion Windows \$55,000; Library HVAC Proposal 11,200; Defer Lebel Mansion Window Replacement remove 55,000 Nov 27 budget meeting

**2024 ESTIMATED
OPERATING AND CAPITAL RESERVES**

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type	function	subfunc	object	Description	2023 Estimated Year End	2024 Transfer To Reserves	2024 Transfer From Reserves	2024 Year End	COMMENTS
74	14	00	4760	PCCELC	482,937.09	100,000.00	-106,788.37	476,148.72	MD contribution for construction of PCCELC; use \$500,000 to pay down debt March 19, 2021 Special Council Meeting; Motion #21-257 Council agreed to maintain debt and not pay it down with MD contribution ; budget to use this to cover loan payments; \$106,788.37 loan payment;
				TOTAL	9,562,746.29	1,323,815.50	(2,447,042.49)	8,439,519.30	