



**TOWN OF PINCHER CREEK COUNCIL  
REGULAR MEETING AGENDA**

**Tuesday November 12, 2024 at 6:00 p.m.  
Council Chambers, Town Hall**

**[TEAMS LINK](#)**

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- 1. CALL TO ORDER**
- 2. PUBLIC HEARINGS**
- 3. AGENDA APPROVAL**
- 4. SCHEDULED DELEGATIONS**
  - 4.1 Pincher Creek Community Early Learning Center  
- Ola Crook, Christy Gustavison, Caitlin McKenzie
- 5. CONSENT AGENDA**
  - 5.1 Minutes of the Organizational Meeting of Council held on October 28, 2024 (Page 3)
  - 5.2 Minutes of the Regular Meeting of Council held on October 28, 2024 (Page 16)
- 6. BUSINESS ARISING FROM THE MINUTES**
  - 6.1 Indoor Courts Project (Page 20)
- 7. BYLAWS**
- 8. NEW BUSINESS**
  - 8.1 Joe's Weight Training & Fitness Club – Lease Agreement (Page 22)
  - 8.2 Subdivision Application 2019-0-105 Request for Extension (Page 33)
- 9. REPORTS**
  - 9.1 Council
  - 9.2 CAO
  - 9.3 Others

**10. ADMINISTRATION**

10.1 Distribution List

**11. NOTICE OF MOTION**

**12. CLOSED MEETING**

12.1 HR Update

12.2 CAO Review Discussion

**13. ADJOURNMENT**

*The next Regular Council Meeting is scheduled for November 25, 2024 AT 6:00 p.m.*



**TOWN OF PINCHER CREEK**  
**COUNCIL ORGANIZATIONAL MEETING**  
Monday, October 28, 2024 at 4:00 p.m.  
Council Chambers, 962 St John Ave

**ATTENDANCE:**

**Mayor:** D. Anderberg  
**Councillors:** M. Barber, D. Green, S. Nodge B. Wright, W. Oliver, G. Cleland  
**Staff:** K. Dunbar, Chief Administrative Officer; W. Catonio, Director of Corporate Services; C. Hunsperger, Executive Assistant

**1. CALL TO ORDER**

Mayor Anderberg called the meeting to order at 4:00pm.

**2. AGENDA APPROVAL**

**GREEN:**

That Council for the Town of Pincher Creek accepts the October 28, 2024 Organizational Meeting Agenda as presented.

**CARRIED ORG 24-001**

**3. COMMITTEE & BOARD DISCUSSION**

**WRIGHT:**

That Council for the Town of Pincher Creek accepts the Committee & Board Appointments as discussed.

**CARRIED ORG 24-002**

**4. DEPUTY MAYOR SCHEDULE**

**OLIVER:**

That Council for the Town of Pincher Creek receive the Deputy Mayor Schedule as information.

**CARRIED ORG 24-003**

Initials\_\_\_\_\_

5. **REGULAR COUNCIL MEETING SCHEDULE (2025)**

**OLIVER:**

That Council for the Town of Pincher Creek accepts the Regular Council Meeting Schedule as amended.

**CARRIED ORG 24-004**

6. **COMMITTEE OF THE WHOLE MEETING SCHEDULE (2025)**

**OLIVER:**

That Council for the Town of Pincher Creek accept the Committee of the Whole Meeting Schedule as amended.

**CARRIED ORG 24-005**

7. **ADJOURNMENT**

**OLIVER:**

That this Organizational Meeting of Council on October 28, 2024 be hereby adjourned at 5:32pm.

**CARRIED ORG 24-006**

**APPROVED BY RESOLUTION OF  
COUNCIL FOR THE TOWN OF PINCHER CREEK  
THIS 28th DAY OF OCTOBER 2024**

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Mayor, D. Anderberg

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CAO, K, Dunbar



**TOWN OF PINCHER CREEK**  
**COUNCIL APPOINTMENTS TO COMMITTEES & BOARDS**  
**OCTOBER 28, 2024 - OCTOBER 28, 2025**

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**1. ALBERTA SOUTHWEST REGIONAL ALLIANCE LTD.**

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

**Meeting Dates – Time:** First Wednesday evening monthly at various communities.

**Member(s):** Councilor CLELAND

**Alternate:** Councilor NODGE

**Staff Lead:** When Required

**2. REGIONAL ASSESSMENT REVIEW BOARD**

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

**Meeting Dates – Time:** Annually if assessment appeals are received.

**Member(s):** Councilor NODGE

Alternate: -----

Staff Lead: When Required

**3. PINCHER CREEK COMMUNITY EARLY LEARNING CENTER BOARD**

Mandate: Requires three members.

Meeting Dates – Time: Third Tuesday of the Month at 7:00pm

Member(s): Mayor ANDERBERG, Councilor GREEN, Councilor BARBER

Alternate: ----

Staff Lead: When Required

**4. COMMUNITY FUTURES ALBERTA SOUTHWEST BOARD**

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

Meeting Dates – Time: As Required

Member(s): Councilor BARBER

Alternate: Councilor CLELAND

Staff Lead: When Required

**5. COMMUNITY HOUSING & ECONOMIC DEVELOPMENT COMMITTEE**

Mandate: Study and provide advice regarding matters related to housing. Requires three members. To advise Town Council on various economic development issues. Requires one member.

Meeting Dates – Time: Monthly Fourth Thursday at 4:00pm

Member(s): Councilor OLIVER, Councilor CLELAND

Alternate: Mayor ANDERBERG, Councilor BARBER

Staff Lead: Director of Culture and Recreation

**6. COMMUNITIES IN BLOOM**

Mandate:

Meeting Dates – Time: As Required

Member(s): Councilor OLIVER

Alternate: Councilor NODGE

Staff Lead: Director of Culture and Recreation

**7. PINCHER CREEK EMERGENCY SERVICES COMMISSION**

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

Meeting Dates – Time: Fourth Thursday monthly at 1:30 pm.

Member(s): Councilor OLIVER, Councilor WRIGHT

Alternate: Councilor NODGE

Staff Lead: When Required

**8. PINCHER CREEK & DISTRICT FAMILY & COMMUNITY SUPPORT SERVICES**

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

Meeting Dates – Time: Third Monday monthly at 6:30 pm.

Member(s): Councilor NODGE

Alternate: Councilor WRIGHT

Staff Lead: Director of Culture and Recreation

**9. FINANCE & BUDGET COMMITTEE**

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

Meeting Dates – Time: As required in the fall and winter prior to the budget year.

Member(s): ALL COUNCIL

Alternate: ----

Staff Lead: CAO

**10. RURAL HEALTH PROFESSIONS ATTRACTION & RETENTION COMMITTEE**

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

Meeting Dates – Time: As Required

Member(s): Councilor WRIGHT

Alternate: Councilor CLELAND

Staff Lead: When Required



**11. HIGHWAY 3 TWINNING DEVELOPMENT ASSOCIATION**

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

Meeting Dates – Time: Bi monthly, Second Thursday

Member(s): Mayor ANDERBERG

Alternate: Councilor WRIGHT

Staff Lead: When Required

**12. INTERMUNICIPAL COLLABORATIVE FRAMEWORK COMMITTEE**

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

Meeting Dates – Time: As Required

Member(s): Mayor ANDERBERG, Councilor OLIVER

Alternate: Councilor CLELAND

Staff Lead: CAO

**13. INTERMUNICIPAL DEVELOPMENT COMMITTEE**

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

Meeting Dates – Time: As Required (generally daytime)

Member(s): Councilor CLELAND, Councilor BARBER

Alternate: Councilor NODGE

Staff Lead: Manager of Legislative Services

**14. PINCHER CREEK & DISTRICT LIBRARY BOARD & CHINOOK ARCH**

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

Meeting Dates – Time: Fourth Wednesday every other month at 7:00pm  
First Thursday of April, August and December at 6:00pm

Member(s): Councilor BARBER

Alternate: Councilor NODGE

Staff Lead: When Required

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

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

Meeting Dates – Time: First Friday monthly at 1:00 pm in Lethbridge (No meeting in July & August)

Member(s): Mayor ANDERBERG

Alternate: DEPUTY Mayor

Staff Lead: When Required

**16. MUNICIPAL DEVELOPMENT & SUBDIVISION AUTHORITY (MDSA)**

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

Meeting Dates – Time: Third Wednesday monthly at 10:00 am.

Member(s): Councilor OLIVER, Councilor NODGE, Councilor WRIGHT

Alternate: ----

Staff Lead: Manager of Legislative Services

**17. CHINOOK INTERMUNICIPAL SUBDIVISION & DEVELOPMENT APPEAL BOARD (MSDAB)**

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

Meeting Dates – Time: As required, by Oldman River Regional Services Commission.

Member(s): Mayor ANDERBERG

Alternate: ----

Staff Lead: Manager of Legislative Services

**18. MUNICIPAL ENERGY ADVISORY COMMITTEE**

Mandate: TBD

Meeting Dates – Time: Four times per year (TBD)

Member(s): Councilor OLIVER, Councilor GREEN

Alternate: Councilor WRIGHT

Staff Lead: Director of Culture and Recreation

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

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

Meeting Dates – Time: First Thursday of March, June, September, and December at 7:00 pm in Lethbridge.

Member(s): Mayor ANDERBERG

Alternate: Councilor WRIGHT

Staff Lead: When Required

**20. OLDMAN WATERSHED COUNCIL**

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

Meeting Dates – Time: Quarterly.

Member(s): Councilor GREEN

Alternate: Councilor NODGE

Staff Lead: When Required

**21. PINCHER CREEK FOUNDATION BOARD**

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

Meeting Dates – Time: Fourth Wednesday monthly, 10:30am

Member(s): Councilor GREEN, Councilor NODGE

Alternate: ----

Staff Lead: When Required

**22. PINCHER CREEK POLICE ADVISORY COMMITTEE**

Mandate: Formalize the process for receiving input from the community and the partnership between the community, the RCMP and local government. Requires one member and one alternate member.

Meeting Dates – Time: Quarterly (TBD)

Member(s): Councilor GREEN

Alternate: Councilor WRIGHT

Staff Lead: Director of Culture and Recreation

**23. POLICY REVIEW COMMITTEE**

Mandate: Requires two members of Council.

Meeting Dates – Time: When Required

Member(s): Councilor OLIVER, Councilor NODGE

Alternate: ----

Staff Lead: CAO / Director of Legislative Services

**24. PINCHER CREEK REGIONAL RECREATION ADVISORY BOARD**

Mandate: Reviews Recreation and Parks issues, makes recommendations, and identifies issues. Requires one member.

Meeting Dates – Time: Monthly as schedules allow (generally evening)

Member(s): Councilor WRIGHT

Alternate: Councilor CLELAND

Staff Lead: Director of Culture and Recreation

**25. REGIONAL EMERGENCY MANAGEMENT ORGANIZATION**

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

Meeting Dates – Time: Two times per year

Member(s): Councilor OLIVER, Councilor WRIGHT

Alternate: Mayor ANDERBERG

Staff Lead: Deputy DM

**26. CROSNEST PASS & PINCHER CREEK DISTRICT REGIONAL LANDFILL ASSOCIATION**

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

Meeting Dates – Time: Third Wednesday monthly at 9:00 am at the Landfill.

Member(s): Councilor BARBER

Alternate: Councilor CLELAND

Staff Lead: When Required

**27. SCHOLARSHIP STEERING COMMITTEE**

Mandate: TBD

Meeting Dates – Time: As Required

Member(s): Councilor NODGE

Alternate: Councilor BARBER

Staff Lead: When Required

**28. JOINT FUNDING SUB COMMITTEE**

Mandate: TBD

Meeting Dates – Time: TBD

Member(s): TBD

Alternate: TBD

Staff Lead: When Required

## PINCHER CREEK Council Meetings 2025

January							February							March						
S	M	Tu	W	Th	Fr	Sa	Su	M	Tu	W	Th	Fr	Sa	Su	Mo	Tu	W	Th	Fr	S
			1	2	3	4							1							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28		23	24	25	26	27	28	29
														30	31					
April							May							June						
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		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
27	28	29	30				25	26	27	28	29	30	31	29	30					
July							August							September						
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13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27
27	28	29	30	31			24	25	26	27	28	29	30	28	29	30				
							31													
October							November							December						
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12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
26	27	28	29	30	31		23	24	25	26	27	28	29	22	29	30	31			
							30													
Regular Council							Committee of the Whole							Statutory Holidays						

Regular meetings shall be held on the Second and Fourth Mondays of each month, except for July, August and December.

- A) Meetings shall be held on the Fourth Monday of July and August.
- B) Meeting shall be held on the Second Monday of December.
- C) When a statutory holiday falls on a Monday, the Council meeting will be moved to the Tuesday.



# TOWN OF PINCHER CREEK

## REGULAR COUNCIL MEETING

Held on October 28, 2024 - 6:00 p.m.  
962 St. John Avenue

### IN ATTENDANCE:

**Mayor:** D. Anderberg

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

**Staff:** K. Dunbar, Chief Administrative Officer; W. Catonio, Director of Corporate Services; C. Hunsperger, Executive Assistant; B. Millis, Manager of HR and Health and Safety; L. Goss, Manager of Legislative Services; K. Ross, Operations Manager; A. Grose, Recreation Manager

### 1. CALL TO ORDER

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

### 2. PUBLIC HEARING

### 3. AGENDA APPROVAL

**CLELAND:**

That Council for the Town of Pincher Creek approve the October 28, 2024 Regular Meeting Agenda as presented.

**CARRIED 24-399**

### 4. DELEGATIONS

4.1 Royal Canadian Legion Branch # 43

Initials: \_\_\_\_\_



5. **CONSENT AGENDA**

**GREEN:**

That Council for The Town of Pincher Creek accepts the Consent Agenda as presented.

**CARRIED 24-400**

6. **BUSINESS ARISING FROM THE MINUTES**

6.1 Sproule Field Batting Cages

**BARBER:**

That Council for the Town of Pincher Creek accept the May 13th, 2024 delegation from Gord McMullen with thanks, and to agree to have a new batting cage installed at Sproule Field and direct administration to work with Mathew Halton Alumni to have the new batting cage installed in accordance with the Town of Pincher Creek development requirements.

**CARRIED 24-401**

7. **BYLAWS**

8. **NEW BUSINESS**

8.1 Public Auction Land Not Sold

**GREEN:**

That Council for the Town of Pincher Creek accept the Report – Public Auction Land Not Sold as information.

**CARRIED 24-402**

8.2 Replacement Engine for Unit 208 – Garbage Truck

**NODGE:**

That Council for the Town of Pincher Creek agree to fund up to \$80,000.00 from the Equipment Reserves Account for the repair or replacement of the engine in Unit 208.

**CARRIED 24-403**

Initials: \_\_\_\_\_

**9. REPORTS**

9.1 Council Reports

**CLELAND:**

That Council for the Town of Pincher Creek agree to appoint Councilor Nodge as the main member and Councilor Cleland as the alternate for the Alberta Southwest Regional Alliance Committee.

**CARRIED 24-404**

**GREEN:**

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

**CARRIED 24-405**

9.2 CAO

**GREEN:**

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

**CARRIED 24-406**

9.3 Others

**10. ADMINISTRATION**

10.1 Distribution List

**WRIGHT:**

That Council for The Town of Pincher Creek accept the October 28, 2024 Distribution List as information.

**CARRIED 24-407**

**BARBER:**

That Council for the Town of Pincher Creek agree to donate \$1000, in a combination of dinner tickets for the 100 year celebration and or cash donation, to the Pincher Creek Curling Club.

**CARRIED 24-408**

**11. NOTICE OF MOTION**

**12. CLOSED SESSION DISCUSSION**

Initials: \_\_\_\_\_

**13. ADJOURNMENT**

**WRIGHT:**

That this meeting of Council on October 28, 2024 be hereby adjourned at 6:48pm.

**CARRIED 24-409**

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MAYOR, D. Anderberg

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CAO, K. Dunbar

**APPROVED BY RESOLUTION  
OF THE COUNCIL OF THE  
TOWN OF PINCHER CREEK,  
THIS 28<sup>th</sup> DAY OF OCTOBER 2024      S E A L**

**NEXT REGULAR MEETING OF COUNCIL TO BE HELD ON  
Tuesday November 12, 2024 AT 6:00 P.M.**



# Town of Pincher Creek

## REQUEST FOR DECISION

*Council or Committee of the Whole*

<b>SUBJECT:</b> Disposition of Indoor Sport Court Delegation	
<b>PRESENTED BY:</b> Andrea Hlady, Director of Public Outreach and Engagement	<b>DATE OF MEETING:</b> 11/12/2024

**PURPOSE:**

To dispose of the delegation "Indoor Sport Court" presented on October 15, 2024 by Christi Hollingshead.

**RECOMMENDATION:**

That Council for the Town of Pincher Creek direct administration to research capital and operating costs associated with purchasing, installing, and maintenance of indoor flooring used when the ice is out of the arena.

**BACKGROUND/HISTORY:**

Four community groups including Community Basketball, Community Volleyball, Club Basketball, and Pickleball have come together to request support to purchase indoor flooring that is suitable for multi-sport use.

Administration has met with representatives of the groups to discuss the general idea of the flooring. Christi Hollingshead presented to Council and spoke to program development and future opportunities that could be realized through this installation including increased community use, regional tournaments, and expanding to other programs like walking groups and summer youth programming.

**ALTERNATIVES:**

That Council for the town of Pincher Creek accept the presentation as information.

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

In the Pincher Creek Regional Recreation Master Plan (2021), there are "Top 10 Operational Priorities" listed. Number 4 is Expand and enhance indoor programming for all ages.

Additionally, Town of Pincher Creek Strategic Plan Priority #3 is Recreation. Initiative 3.B. Quality of life: Expand recreational and leverage community building events to increase inclusivity and integration of all residents and encourage use of Town assets.

**FINANCIAL IMPLICATIONS:**

There will be a one-time investment to purchase materials (flooring and supports). Ongoing smaller costs are likely as the product will become worn.

Annual timelines (potentially May 1 - August 31 annually), initial start-up costs and potential funding sources, installation and tear down, storing, and maintenance need to be considered.

**PUBLIC RELATIONS IMPLICATIONS:**

Pincher Creek does not have a fieldhouse that is dedicated to multi-sports use. Although this initiative does not substitute for a fieldhouse, it does allow residents increased access to sports using an existing indoor facility.

Administration appreciates that the four user groups are working together to come up with solutions to increase their participation and leverage their community reach.

**ATTACHMENTS:**

None at this time.

**CONCLUSION/SUMMARY:**

Administration is looking forward to working with these community groups to not only augment their specific sport offerings but also to engage with the community.

**Signatures:**

**Department Head:**

*Andrea Hlady*

**CAO:**

*Kenneth Dunbar*



# Town of Pincher Creek

## REQUEST FOR DECISION

*Council or Committee of the Whole*

<b>SUBJECT:</b> Joe's Weight Training and Fitness Club - Lease Agreement	
<b>PRESENTED BY:</b> Lisa Goss, Legislative Service Manager	<b>DATE OF MEETING:</b> 11/12/2024

**PURPOSE:**

For Council to consider an updated lease agreement with Joe's Weight Training and Fitness Club for the basement portion of the Community Recreation Centre (Plan 3380BD, Block 1) consisting of approximately 3,622 sq ft.

**RECOMMENDATION:**

That Council for the Town of Pincher Creek agree and approve the new five (5) year Lease Agreement dated November 12, 2024 with Joe's Weight Training and Fitness Club for the basement portion of the Community Recreation Centre excluding the furnace and electrical rooms, Legally Described as Block 1, Plan 3880BD, consisting of approximately 3,622 square feet.

**BACKGROUND/HISTORY:**

The current lease agreement with Joe's Weight Training and Fitness Club had a term ending on January 1, 2022. In correspondence with the Treasurer of the club, they are not requesting any amendments at this time.

The proposed new five (5) year Lease Agreement includes minor grammatical corrections in addition to missing language and legislative updates.

**ALTERNATIVES:**

That Council for the Town of Pincher Creek direct administration to amend the proposed Lease Agreement with Joe's Weight Training and Fitness Club and bring the agreement back to Council for consideration.

That Council for the Town of Pincher Creek receive the proposed five year Lease Agreement with Joe's Weight Training and Fitness Club dated November 12, 2024 as information.

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

Joe's Weight Training and Fitness Club is registered non-profit society as of December 18, 1987. This was also the time the club started using the facility. There was no formal lease agreement signed with the Town until March 2009. In April of 2009 a separate

electric service and site meter was installed for Club. In addition, the power charges for the site is part of the Municipal AMSC electric aggregation monthly billing and charged back to the Club accordingly. The proposed new five (5) year Lease Agreement is similar to the previous lease.

**FINANCIAL IMPLICATIONS:**

Recently the lease agreements with the Pincher Creek Golf Club Society and the Pincher Creek 5 Pin Bowlers Association were also updated. Respectively the rent amounts are as follows;

Pincher Creek Golf Club Society - \$25 Annually

Pincher Creek 5 Pin Bowlers Association - \$5,782 Annually + \$300 Annually for snow removal costs

**PUBLIC RELATIONS IMPLICATIONS:**

None at this time

**ATTACHMENTS:**

2024.11.03 Correspondence re Lease Agreement - 3489

JOE'S WEIGHT CLUB LEASE AGREEMENT - 2024\_track changes - 3489

**CONCLUSION/SUMMARY:**

Administration supports that Council for the Town of Pincher Creek agree and approve the new five (5) year Lease Agreement dated November 12, 2024 with Joe's Weight Training and Fitness Club for the basement portion of the Community Recreation Centre excluding the furnace and electrical rooms, Legally Described as Block 1, Plan 3880BD, consisting of approximately 3,622 square feet.

**Signatures:**

**Department Head:**



**CAO:**



## Lisa Goss

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**From:** Joes Weight <joesweight@gmail.com>  
**Sent:** November 3, 2024 8:45 AM  
**To:** Lisa Goss  
**Subject:** Re: Lease Agreement

Lisa,

We're ok with the current lease contents.  
Please renew.

Thanks

Bill( treasurer)

On Tue, Oct 29, 2024 at 6:04 AM Joes Weight <[joesweight@gmail.com](mailto:joesweight@gmail.com)> wrote:

Hi Lisa,

The board is having a look and we'll respond soon. Thanks!

Bill

On Tue, Oct 15, 2024 at 5:32 PM Lisa Goss <[legislative@pinchercreek.ca](mailto:legislative@pinchercreek.ca)> wrote:

Good Afternoon,

Please be advised that the lease agreement between the Town of Pincher Creek and Joe's Weight Training and Fitness Club expired on January 1, 2022. In order to facilitate an updated lease agreement between the parties please provide your comments and any requested amendments to the agreement for council consideration. Accordingly, I have attached the expired lease for your perusal. Should you have any questions or concerns please contact our office. We look forward to your reply.

Kind Regards,





**Lisa Goss**  
**Legislative Services Manager**

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

main line: (403) 627-3156

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

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

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**THIS AGREEMENT** made in duplicate this ~~28~~12<sup>th</sup> day of November A.D. 20~~18~~24

**BETWEEN**

**THE MUNICIPALITY OF  
THE TOWN OF PINCHER CREEK**

of Box 159  
Pincher Creek, AB T0K 1W0

(hereinafter called the “Lessor”)

-and-

**JOE’S WEIGHT TRAINING AND FITNESS CLUB**

of Box 1625  
Pincher Creek, AB T0K 1W0

(hereinafter called the “Lessees”)

**WHEREAS** the Lessor is the owner of the land hereinafter set out and described below.

**AND WHEREAS** the Lessees desires to rent from the Lessor certain of the said lands, as herein set forth.

**THEREFORE WITNESS THAT** in consideration of the rents hereby reserved and the covenants of the Lessee herein contained, the Lessor leases to the Lessees that portion of the building situated in the Town of Pincher Creek as set out and more particularly described as:

**Basement Portion of the Community Recreation Centre excluding the furnace and electrical rooms, Legally Described as Block 1, Plan 3880BD, consisting of approximately 3,622 sq. ft.**

(hereinafter referred to as the “Leased Premise”)

**TERM**

1. TO HAVE AND TO HOLD the Leased Premise for a term of **five (5) years**, commencing on ~~December 3~~January 1<sup>st</sup>, ~~2018~~2023 and ending on ~~January December 31~~st, ~~2022~~27 (hereinafter referred to as the “term”). This lease may be extended for one additional one-year term upon the agreement of both parties.

**RENTAL**

2. **MONTHLY**

- a. Rent: \$466.80 + GST payable to the Town of Pincher Creek

- b. Utility Costs: AMSC Power Charges payable to the Town of Pincher Creek
- c. Utility Costs: 27.5% of the total natural gas costs payable to the Pincher Creek Golf Club.

**ANNUALLY**

- a. Snow Removal: \$300.00 annually as a share of the snow removal costs payable to the Town of Pincher Creek on or before April 15<sup>th</sup>, each year.
3. ALL PAYMENTS of rent shall be made to the Lessor in cash or by cheque, drawn upon a Canadian Chartered Bank, at Box 159, Pincher Creek, Alberta, T0K 1W0, or at such other address as the Lessor may designate in writing to the Lessee from time to time.
  4. THE LESSEE shall pay the Lessor interest at the rate of TEN (10%) PERCENT per annum on all payments or rent and other sums required to be made by the Lessee under the provisions of this Lease or which the Lessor has paid on behalf of the Lessee, which are unpaid within THIRTY (30) DAYS from the date of receipt, for so long as such payments remain unpaid by the Lessees, which interest shall be recoverable as additional rent.
  5. ALL SUMS paid or expenses incurred hereunder by the Lessor, which ought to have been paid or incurred by the Lessee or for which the Lessor is entitled to reimbursement from the Lessees, and any interest owing to the Lessor may be recovered by the Lessor as additional rent and by any and all remedies available to it for the recovery of rent in arrears, or by law.

**USE OF THE LEASED LAND**

6. THE LESSEE shall not use the Leased Premise nor allow the Leased Premise to be used for any purpose other than for purposes associated with the Lessee's business operation.

**STRUCTURAL AND PHYSICAL PLANT REPAIRS AND MAINTENANCE**

7. a) THE LESSOR shall be responsible for all structural and roof repairs to the Community Recreation Complex building, and the routine heating, electrical, plumbing, and physical plant repairs therein to air conditioning units and the furnace and the regular maintenance thereof. The Lessor covenants and agrees that any structural or physical plant repairs and maintenance under this lease will be completed within a reasonable time.

- b) THE LESSOR after given reasonable notice to the lessee, reserves the right to access the property and land for infrastructure upgrades, and will not be responsible for loss of revenue due to infrastructure upgrades or maintenance procedures.

### **LESSEE MAINTENANCE REQUIREMENTS**

8. THE LESSEE will maintain all equipment, tools, furniture, including: all plumbing/fixtures (but not the pipes); light bulbs/fixtures (but not the wiring); and other requirements to operate the facility. The lessee agrees to cover the cost of these repairs up to the annual budgeted amount. Prior written approval of the lessor is required to cover all or part of the minor or major repairs including Alterations & Renovations.

### **NO NUISANCE**

9. THE LESSEE shall not, at any time during the Term or any renewal or replacement thereof, use, exercise or carry on or permit or suffer to be used, exercised or carried on, in or upon the Leased Premise or any part thereof any noxious, illegal, immoral or offensive trade, business, occupation or calling, and no act, matter or thing whatsoever shall at any time during the said Term be done in or upon the Leased Premise or any part thereof which shall be or grow to the annoyance, nuisance or damage of the Lessor.

### **COMPLIANCE WITH LAW**

10. THE LESSEES, where required as Lessee, shall observe, fulfill and comply promptly at **hisits** own expense with the requirements of every applicable statute, law, ordinance, regulation or bylaw of any federal, provincial or municipal government, agency or authority or of any association of insurance underwriters or agents, and all notices, order or directions in pursuance of same, whether served upon the Lessor or the Lessees. The Lessee shall indemnify and save the Lessor harmless from all costs, charges or damages which the Lessor may incur or suffer by reason of the lessee's breach of any such statute, law, ordinance, regulation or bylaw.

### **COMPLIANCE WITH MANAGEMENT GUIDELINES**

11. THE LESSEES agrees to provide for janitorial services for the Leased Premise throughout the Term.

### **DAMAGE TO BUILDINGS BY LESSEES**

12. THE LESSEES shall reimburse the Lessor for costs incurred by the Lessor in making good any damage caused to the Leased Premise or any part thereof as a result of negligence or willful act or omission of the Lessee, their invitees, licensees, agents, servants, customers, clients or other persons from time to time in or about the Leased Premise.

#### **ASSIGNING OR SUBLETTING**

13. THE LESSEES shall not assign, sublet, or transfer or grant a license over the leased Premise, or any part thereof, without the consent of the Lessor.

#### **INDENMNITY TO LESSOR**

14. THE LESSEES shall indemnify and save harmless the Lessor from the negligence of the Lessees, any and all liabilities, damages, costs, claims, suits or actions (except as may arise out of the act, failure to act or negligence of the Lessor or the Lessor's agents or employees).

#### **INSURANCE**

15. THE LESSOR shall continue to carry its regular insurance on the building, including the Leased Premise, throughout the Term.

16. THE LESSEES shall carry General Liability Insurance of not less than TWO MILLION (\$2,000,000.00) DOLLARS for its operations in the Leased Premise throughout the Term. Said insurance may not be cancelled or discontinued by the Lessee without consent, in writing of the Lessor. Proof of said insurance will be provided to the Lessor on an annual basis by the Lessees. The Lessor shall be named as an "Additional Named Insured" on said insurance.

#### **LIENS AND ENCUMBRANCES**

17. THE LESSEES covenants to forthwith discharge any liens and other encumbrances at any time filed against the Leased Premise arising by reason of any work done or material supplied at the direction of the Lessees, and keep the Leased Premise free from any and all liens and other encumbrances arising as a result of their act or omission, and in the event that the lessees fails to do so, the Lessor may, but shall be under no obligation to pay into Court the amount required to obtain a discharge of any such lien in the name of the Lessee, and any amount so paid together with all disbursements and costs in respect of such proceedings on a Solicitor and Client basis shall be forthwith due and payable by the Lessee to the Lessor as additional rent. The Lessee shall allow the Lessor to post and keep posted on the Leased Premise any

notices that the Lessor may desire to post under the provisions of the “***Builder’s Lien Act Prompt Payment and Construction Lien Act***” (R.S.A. 2000, chapter ***B-7P-26.4***, and amendments thereto).

### **PEACEFUL SURRENDER**

18. THE LESSEES shall at the expiration or sooner determination of the Term, or any renewal or replacement thereof, forthwith peaceably surrender and yield up unto the Lessor the Leased Premise and its appurtenances, together with all fixtures or erections which at any time during the Term or any renewal or replacement thereof, shall be made therein or thereon, in good and substantial repair and condition without notice from the Lessor and delivery to the Lessor all keys to the Leased Premise which the Lessees has in its possession.

### **QUIET ENJOYMENT**

19. UPON THE LESSEES paying the rent hereby reserved at the times and in the manner herein provided and performing the covenants on the Lessee’s part herein contained, the Lessee shall and may peaceably possess and enjoy the Leased Premise for the Term hereby grants and any renewal or replacement thereof without interruption or disturbance from the Lessor or any person or persons lawfully claiming by, from or under the Lessor.

### **DEFAULT**

20. THE LESSEES further covenants and agrees with the Lessor that if at any time:

- a. The Lessees shall violate or fail to observe, perform, or keep any covenant, agreement or stipulation herein contained on its part to be kept, performed or observed, and such violation or failure continues for SEVEN (7) DAYS after written notice of same is given to the Lessees by the Lessor; or
- b. Any payments or regular and/or additional rent, securities, deposits as provided in Paragraphs 2 (a) (b), or any part thereof, whether the same are demanded or not, are not paid on the day appointed for payment thereof; then and in any such case the Lessor, in addition to any other remedy now or hereafter provided by law or hereunder, may at its option cancel, terminate this lease forthwith and re-enter and take possession of the Leased Premise by force if necessary without any previous notice of intention to re-enter and may remove all persons and property therefrom and may **sue** use such force and assistance in making such removal as the Lessor may deem advisable to recover at once full and exclusive possession of the Leased Premise and in such case the estate vested in the Lessees and any other rights of the Lessees shall immediately cease and expire.

- c. Such re-entry shall not operate as a waiver or satisfaction ~~or in~~ whole or in part of any right of claim or demand arising out of or in connection with any breach, violation or failure by the Lessees of any covenant or agreement on its part to be performed hereunder, and rent shall become due and be paid by the Lessee up to the time of another Lessee taking possession of the Leased Premise together with the Lessor's reasonable expenses of retaking possession including legal fees between Solicitor and Client.

### **LESSOR – LESSEE RELATIONSHIP**

21. ANY INTENTION to create joint venture of partnership relationship between the parties hereto other than that of the Lessor and Lessees is expressly disclaimed.
22. TIME IS OF THE ESSENCE in matters relating to this Lease.

### **IMPROVEMENTS**

23. IN THE EVENT that the Lessee shall make tenant improvements or alterations to the Leased Premise described herein, such improvements or alterations shall become fixtures and shall not be removed by the Lessees. The Lessor shall not be required to compensate the Lessees for the value of any such tenant improvements or alterations. Plan or proposals for all such improvements or alterations must be submitted to the Lessor and written approval must be received by the Lessee from the lessor before proceeding with the improvements or alterations.
24. THE LESSEES must have written permission to make improvements. No electrical appliances unless CSA approved.

### **TERMINATION**

25. THIS AGREEMENT shall be terminated if either party defaults performing the obligations under this Lease or breaches the terms thereof.
26. THIS AGREEMENT may be terminated upon ninety (90) days written notice given by the party terminating the agreement to the other party.

**IN WITNESS WHEREOF** the parties hereto have respectively affixed their Corporate Seals in presence of their officers first duly authorized in their behalf or set their hands and seal (as applicable) as of the day month and year first above written.

**TOWN OF PINCHER CREEK**

**JOE'S WEIGHT TRAINING AND FITNESS CLUB**

\_\_\_\_\_  
Don Anderberg, Mayor

\_\_\_\_\_  
Sean Stuckey, President

\_\_\_\_\_  
Konrad Dunbar, CAO

**SEAL**

**SEAL**





# Town of Pincher Creek

## REQUEST FOR DECISION

*Council or Committee of the Whole*

<b>SUBJECT:</b> Subdivision Application 2019-0-105 Request for Extension	
<b>PRESENTED BY:</b> Lisa Goss, Legislative Service Manager	<b>DATE OF MEETING:</b> 11/12/2024

**PURPOSE:**

To present Council with a request for a time extension for subdivision application file 2019-0-105 Plan 445JK, Block 3 to accommodate the Early Learning Facility.

**RECOMMENDATION:**

That Council for the Town of Pincher Creek approve and grant a second time extension to July 5, 2025 for Subdivision Application 2019-0-105 (Plan 445JK, Block 3) to accommodate the Early Learning Facility.

**BACKGROUND/HISTORY:**

See attached.

**ALTERNATIVES:**

That Council for the Town of Pincher Creek approve and grant a second time extension to \_\_\_\_\_ for Subdivision Application 2019-0-105 (Plan 445JK, Block 3) to accommodate the Early Learning Facility.

That Council for the Town of Pincher Creek receives the Subdivision Application 2019-0-105 Request for Extension information as presented.

That Council for the Town of Pincher Creek direct administration to garner additional information regarding Subdivision Application 201-0-015 and bring back for Council consideration.

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

Council passed the following resolution at their regular meeting on June 28, 2021;

That Council for the Town of Pincher Creek approve and grant a one (1) year extension for Subdivision Application Request for Extension file no. 2019-0-105 Plan 445JK, Block 3 to accommodate the Early Learning Facility.

**FINANCIAL IMPLICATIONS:**

None at this time.

**PUBLIC RELATIONS IMPLICATIONS:**

None at this time.

**ATTACHMENTS:**

Time Extension 2 - ORRSC File 2019-0-105 - Livingstone School Division package - 3491

**CONCLUSION/SUMMARY:**

Administration supports that Council for the Town of Pincher Creek approve and grant a second time extension to July 5, 2025 for Subdivision Application 2019-0-105 (Plan 445JK, Block 3) to accommodate the Early Learning Facility.

**Signatures:**

**Department Head:**

*Lisa Goss*

**CAO:**

*Konrad Dunbar*

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# Memo

**To:** Town of Pincher Creek Mayor and Council

**From:** Steve Harty – ORRSC Senior Planner

**Date:** November 05, 2024

**Re:** **Subdivision Approval Extension Request** (Livingstone Range School Division)

**Refer to file:** 2019-0-105 (SW 22-06-30-W4M, Block 3, Plan 445JK)

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The following attachment contains a second “Time Extension” request for a 0.87 Acre subdivision approval for a property located along Victoria Cres, for the Early Learning Facility (Livingstone Range School Division) being subdivided from the Canyon School grounds parcel.

The original subdivision (application no. 2019-0-105) approval was on August 20, 2019. The applicants are requesting a second Time Extension be granted by Council to finalize the approval. As per section 657(5) of the Municipal Government Act, “*if a plan of subdivision is not registered in a Land Titles Office within one year after being endorsed, the plan may not be accepted by a Registrar, unless Council or their designate grants an extension.*” [Note: the granting of Time Extensions for subdivisions are the jurisdiction of Council, not the Subdivision Authority (MDSA)].

The finalization has experienced delays in obtaining the final paperwork from the school division. The first time extension was granted by Council in July of 2021. However, since that time all the legal documents also needed to be redone due to a change in name from the original title being registered in the Board of Trustees Pincher Creek School Division No. 29 to the Board of Trustees Livingstone Range School Division No. 68. Therefore, a second Time Extension is requested to be granted to complete this subdivision process, which must be approved by Council. The subdivision is still bound by the original conditions placed on the subdivision approval (attached is a copy of the original subdivision diagram and approval).

At Council’s prerogative, consideration may be given to granting an additional Time Extension up to July 5, 2025, as requested or other date as specified by Council, to allow the applicants to finalize the approval and enable the plan of subdivision to be registered at the Land Titles Office.

If you have any questions or need clarification, I am available at your convenience.



3105 - 16<sup>th</sup> Avenue North  
Lethbridge, Alberta T1H 5E8

Phone: (403) 329-1344  
Toll-Free: 1-844-279-8460  
E-mail: subdivision@orrrsc.com  
Website: www.orrrsc.com

### Subdivision Application – Request for Extension

ORRSC file number: 2019-0-105 Expired Date: July 7, 2022

Previous Extension Approved: Yes  No  Extension Period Requested: July 7, 2025  
*(not to exceed one year)*

ORRSC Fee submitted: 1<sup>st</sup> Request (\$350.00)  2<sup>nd</sup> Request (\$450.00)  3<sup>rd</sup> Request (\$550.00)

Name of registered owner(s): The Board of Trustees of Livingstone Range School Division #68

Owner's address: Box 1810 410 - 20 Street

Fort Macleod AB T0L 0Z0  
City Province Postal Code Cell Phone

Home Phone \_\_\_\_\_ Email \_\_\_\_\_

Name of Applicant: Brown Okamura & Associates Ltd.  
(if different from owner)

Applicant's address: 2830 - 12 Avenue North

Lethbridge AB T1H 5J9  
City Province Postal Code Cell Phone

403-329-4688 ext 129 david@bokamura.com  
Home Phone Email

Legal description: Lot School Site or Condo unit \_\_\_\_\_ Block 3 Plan 445JK

Quarter SW Section 22 Township 6 Range 30 Meridian 4

Reason(s) for Request:

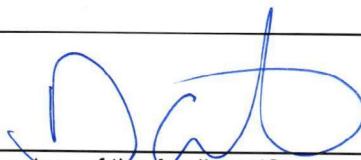
Waiting of Documents

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

  
Signature of the Applicant/Owner

October 30, 2024  
Date

**TIME EXTENSION (Subdivision Approval)**  
**Resolution – Town of Pincher Creek**

RE: APPLICANT: **Livingstone School Division**

SUBDIVISION PLAN  
PREPARED BY: **David Amantea, A.L.S.**

SURVEYOR FILE NO. **19-14582T**

ORRSC FILE NO. **2019-0-105**

LEGAL DESCRIPTION: **Block 3, Plan 445JK  
within SW 22-06-30-W4M**

DATE OF APPLICATION APPROVAL: **August 20<sup>th</sup>, 2019**

Further to the request for a TIME EXTENSION respecting the proposed subdivision, the time extension pursuant to Section 657(6) of the Municipal Government Act, has been Approved by Council. The applicant has until July 5, 2025, to fulfil the conditions of the subdivision approval and finalize the subdivision in compliance with Section 657(1) of the Act.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

---

**SUBDIVISION - FINAL APPROVAL**

Our File: 2019-0-105  
Your File: 19-14582

March 16, 2020

David J. Amantea, A.L.S.  
Brown Okamura & Associates Ltd.  
P.O. Box 655  
Lethbridge AB T1J 3Z4

Dear Mr. Amantea:

**RE: Block 3, Plan 445JK within SW1/4 22-6-30-W4M / Town of Pincher Creek**

Please be advised that your application for subdivision of the above-noted property was finalized on March 16, 2020.

Please see attached Subdivision Endorsement document, duly endorsed.

**In trust we would appreciate a photocopy of the Certificate of Title when the Subdivision Registration documents have been registered. This is in order to keep our files up-to-date.**

If you require assistance, please do not hesitate to contact this office.

Yours truly,



Lenze Kuiper  
Director

/jm  
Encl.

cc (letter only): Board of Trustees of Pincher Creek School Division No. 29  
Town of Pincher Creek



3105 - 16<sup>th</sup> Avenue North  
Lethbridge, Alberta T1H 5E8

Phone: (403) 329-1344  
Toll-Free: 1-844-279-8760  
E-mail: [subdivision@orrsc.com](mailto:subdivision@orrsc.com)  
Website: [www.orrsc.com](http://www.orrsc.com)

## SUBDIVISION APPLICATION DECISION

Our File: 2019-0-105  
Your File: 19-14582

**NOTICE DATE:** August 20, 2019

**TO:** Board of Trustees of Pincher Creek School Division No. 29, David J. Amantea, A.L.S., Town of Pincher Creek, Holy Spirit RC School Division, Livingstone Range School Division, AltaLink, FortisAlberta, TELUS, ATCO Gas, ATCO Pipelines, Altagas Utilities Inc., AB Health Services - Lethbridge, AB Environment & Parks - K. Murphy, AB Transportation, Historical Resources Administrator, AER

**RE:** Block 3, Plan 445JK within SW1/4 22-6-30-W4M / Town of Pincher Creek

**DECISION:** APPROVED ON CONDITION  
(See attached resolution for conditions)

**DECISION DATE:** August 20, 2019

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 \$325.00 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 or any conditions 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.

You may also appeal any reserve requirement (land or money) established by the subdivision authority. The appeal may be commenced by providing a written statement of the grounds of appeal to:

**Municipal Government Board, Alberta Municipal Affairs – Subdivision Appeals Case Manager**  
1229 – 91 Street SW, Edmonton, Alberta T6X 1E9

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. ***(Please contact the municipality to determine any applicable fees.)***

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 \$200.00 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](http://www.orrsc.com) for more details regarding the finalization process.

Yours truly,



Mike Burla  
Senior Planner

MB/jm  
Attachment



# RESOLUTION

2019-0-105

**Town of Pincher Creek**

**Public Institutional** subdivision of Block 3, Plan 445JK within SW1/4 22-6-30-W4M

THAT the Public Institutional subdivision of Block 3, Plan 445JK within SW1/4 22-6-30-W4M (Certificate of Title No. 127S110), to subdivide an existing 9.13 acre title to create an 0.87 acre parcel; 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 a Development Agreement with the Town of Pincher Creek which shall be registered concurrently with the final plan against the title(s) being created.

## 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 is suitable for the purpose for which the subdivision is intended pursuant to Section 7 of the Subdivision and Development Regulation.

## INFORMATIVE:

- (a) Since the proposed subdivision complies with Section 663(d) of the Municipal Government Act, Reserve is not required.
- (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 Parks, Alberta Transportation, and the Department of Fisheries and Oceans.)
- (d) TELUS Communications Inc. has no objections to the above noted circulation.
- (e) 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](mailto:landserv@fortisalberta.com) or by calling (403) 514-4783 for any questions.

- (f) ATCO Gas has no objection to the proposed as it does not fall within our service territory.

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

Please notify Alberta 1st Call 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.

- (h) Alberta Health Services – Kristen Dykstra, Public Health Inspector:

"In response to your July 17, 2019, subdivision of land application, we have reviewed the information provided. We wish to provide the following comments:

- The applicant must comply with all pertinent regulations, by-laws, and standards.

If you require further clarification, please contact me at the Lethbridge Community Health Centre at 403-388-6690 Ext. 8."

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

"Reference your file to create a parcel for a childcare facility at the above noted location.

The proposal is contrary to Section 14 and subject to the requirements of Section 15(2) of the Subdivision and Development Regulation, being Alberta Regulation 43/2002, consolidated up to 188/2017("the regulation").

Alberta Transportation's primary objective is to allow subdivision and development of properties in a manner that will not compromise the integrity and associated safe operational use or the future expansion of the provincial highway network.

To that end, the parcel to be created and remnant land will be well removed from Highway 507 with indirect access to the highway being gained solely by way of the town's internal street system. As such, strictly from Alberta Transportation's point of view, we do not anticipate that the creation of the childcare facility parcel as proposed would have any appreciable impact on the highway.

Therefore, pursuant to Section 16 of the regulation, in this instance, Alberta Transportation grants a waiver of said Sections 14 and 15(2).

Notwithstanding the foregoing, the applicant would be advised that any development within the right-of-way or within 300 metres beyond the limit of the highway or within 800 metres from the center point of the intersection of the highway and another highway would require the benefit of a permit from Alberta Transportation. This requirement is outlined in the Highways Development and Protection Regulation, being Alberta Regulation 326/2009.

The subject property is not within the noted control lines. Given that development setbacks will be maintained by default and all access to the highway is indirect by way of the local street system, in this instance, a permit from Alberta Transportation will not be required, and development of the childcare facility parcel could proceed under the direction, control, and management of the town. The applicant could contact the undersigned, at Lethbridge 403-381-5426, in this regard.

Alberta Transportation accepts no responsibility for the noise impact of highway traffic upon any development or occupants thereof. Noise impact and the need for attenuation should be thoroughly assessed. The applicant is advised that provisions for noise attenuation are the sole responsibility of the developer and should be incorporated as required into the subdivision/development design.

Any peripheral lighting (yard lights/area lighting) that may be considered a distraction to the motoring public or deemed to create a traffic hazard will not be permitted.

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 5(5)(d) of the regulation, Alberta Transportation agrees to waive the referral distance for this particular subdivision application. As far as Alberta Transportation 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.

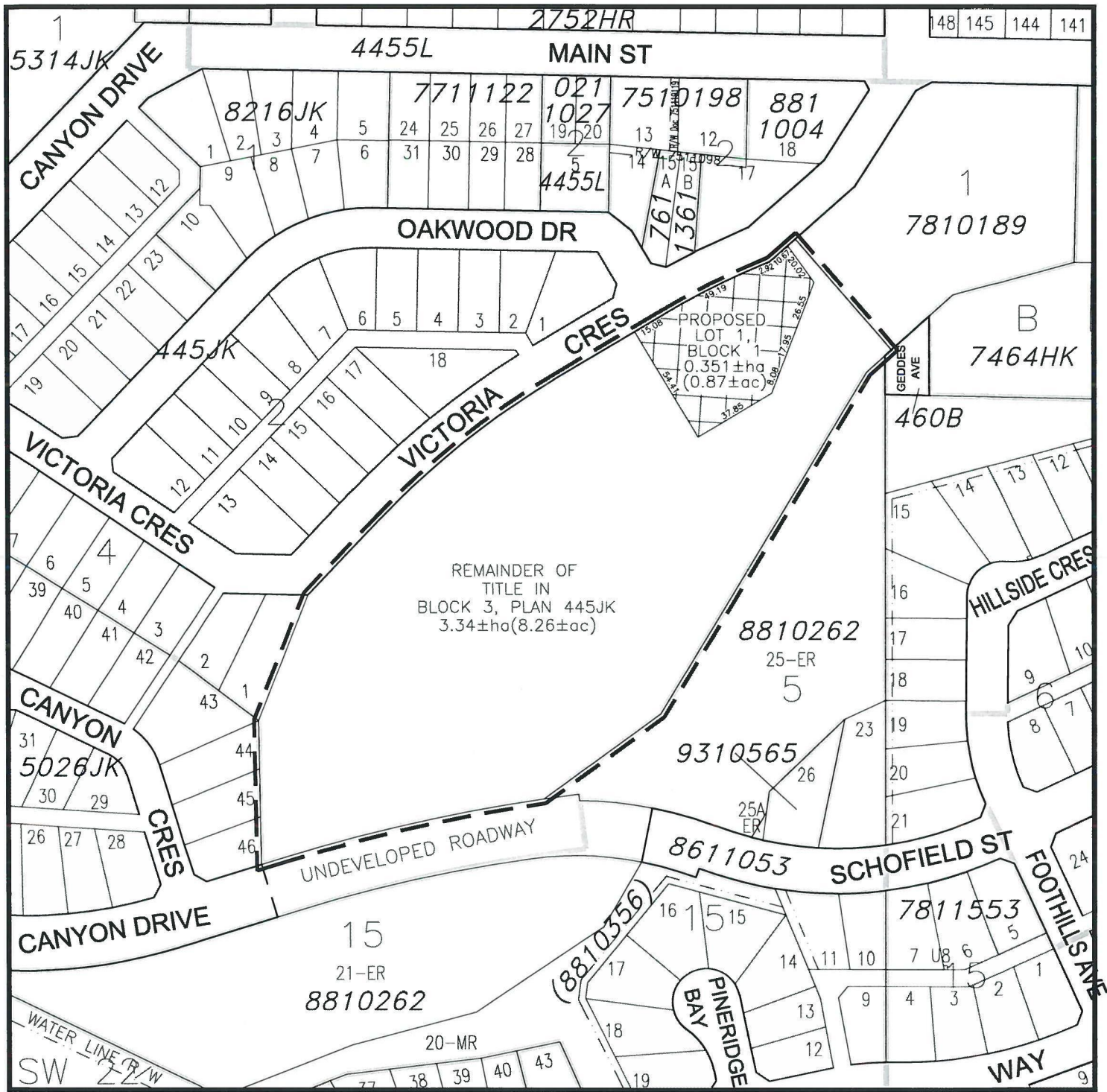
(k) Adjacent Landowner – Duane Bond:

“My name is Duane Bond. I have owned/resided at 428 Oakwood Drive for 30 years. I have serious concerns with proposed site of the Early Learning Facility. It places the building directly at the head of a T-intersection. During busy school hours, pedestrian/vehicle concentration is very high and the proposed building site will contribute to an already congested area (mainly young children).

I suggest moving the location of the building further to the east of the proposed property. If possible locate it across from empty lot.

The proposed building site will also greatly interfere with our view of the hillside and wildlife activities.

In conversation with neighbors Sandra L. Helfrich and Melonie Chapin, they also expressed these concerns.”



**SUBDIVISION SKETCH**

See tentative plan of subdivision by Brown Okamura & Associates Ltd. file no. 19-14582T

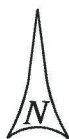
**SCHOOL SITE, BLOCK 3, PLAN 445JK WITHIN**

**SW 1/4 SEC 22, TWP 6, RGE 30, W 4 M**

**MUNICIPALITY: TOWN OF PINCHER CREEK**

**DATE: JULY 5, 2019**

**FILE: 2019-0-105**



**APPROVED**

- Approved
- Approved subject to revised parcel configuration

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

*[Signature]*  
Oldman River Regional Services Commission



**Town of Pincher Creek  
COUNCIL DISTRIBUTION LIST  
November 12, 2024**

<u>Item</u>	<u>Date</u>	<u>Received From</u>	<u>Information</u>
1.	November 7 2024	Grant Specialist	Community Grant Opportunities
2.	November 7 2024	Abby Morning Bull, BA System Navigator Akoka'tssini Mental Wellness Piikani Nation	National Addictions Awareness Week

# **Community Grant Opportunities**

**Pincher Creek Community Development Initiative**

**Grant Specialist**

**[grants@pccdi.ca](mailto:grants@pccdi.ca) | [pccdi.ca](http://pccdi.ca)**

## **Edible Trees - Tree Canada**

Eligible projects receive up to \$10,000 in funding to cover the cost of purchasing and planting edible trees and shrubs, site preparation, tree maintenance, planting materials and developing education materials.

## **Small Community Opportunity Program | Alberta.ca**

The Small Community Opportunity Program provides grants to solve challenges and find opportunities in rural areas. Indigenous and small communities, as well as non-profit groups they work with, may receive between \$20,000 and \$100,000 for local projects. By building capacity in the agriculture industry and small business, these rural communities will grow their economic footprint.

## **Northern and Regional Economic Development Program | Alberta.ca**

The Northern and Regional Economic Development (NRED) Program funds initiatives led by Alberta municipalities, Indigenous communities and non-profit organizations that promote regional economic development and diversification.

## **National Housing Strategy Solutions Labs | CMHC**

Community housing providers face unique challenges in creating affordable housing and deepening or preserving affordability compared to private sector developers. These challenges exist in:

- financing
- acquisition of land or existing affordable housing
- development
- construction
- operation
- replication

If you have a solution that helps community housing providers overcome these barriers your solution may be eligible. Additionally, if you're a community housing provider with a solution that can be replicated by others and results in the creation of affordable units or enhances or preserves affordability, your solution may qualify.

### **STEM Youth Awareness Program**

Raising awareness of science, technology, engineering and mathematics career opportunities among tomorrow's workforces.

### **Alberta's Public Land Trails Grant Program | Alberta.ca**

Apply for funding for projects to enhance public land recreation opportunities. As always – if you have an idea for any of these opportunities or a project that doesn't quite fit – please feel free to reach out to me and we can see if we can find a perfect match. SASCI has a searchable database with thousands of grant opportunities.

# NATIONAL ADDICTIONS

## AWARENESS WEEK

NOVEMBER 25TH-29TH, 2024

*“The change begins with me”*

### Mon Nov 25

#### OPEN HOUSE @ AKOKA'TSSINI

Join us at Akoka'tssini Mental Wellness (formerly PPCS) to learn more about the programs and services offered including Katoyiss Shelter and Inii Healing House  
Enjoy a hair cut, massage or reiki/medium session!

### Tues Nov 26

#### TRAINING FOR COMMUNITY @ AKOKA'TSSINI

Call to sign up for SIVA training with our facilitators.

SIVA stands for Supporting Individuals through Valued Attachments and is a holistic, relationship-based model that effectively utilizes collaboration, goal-direction, self-management and healthy empowerment to strengthen relationships and create safety with persons with challenging behaviours and complex needs.

### Wed Nov 27

#### GUEST SPEAKERS @ PIIKANI COMMUNITY HALL

A packed day of Keynote speakers who include:

Dr. Scrimshaw - AHS,

Dr. TailFeathers - Kainai Nation

Reggie Leach- Berens River First Nation  
(Former NHL Player)

Taylor McPherson- Miawpukek First Nation  
(winner of Amazing Race Canada S10)

JR Larose - One Arrow First Nation  
(Former CFL player)

Cowboy Smithx - Piikani Nation  
with a performance by Indigenous rap  
artist  
Dreezus

### Thurs Nov 28

#### GALT MUSEUM GALLERY, LETHBRIDGE

We will be honouring Community Members who are in recovery that have been nominated by friends and family. There will be a catered meal with entertainment and testimonials about individuals recovery journey. Transportation can be provided.

Please call our office 403-965-3919 for more information.

**For more information please call our office at:  
403-965-3919**