



TOWN OF DIDSBURY AGENDA

Regular Council Meeting

Tuesday, June 27, 2023, 6:00 pm

Council Chambers 1606 14 Street

Pages

1.	<u>CALL TO ORDER</u>	
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11.	<u>QUESTION PERIOD</u>	

12. CLOSED MEETING

- 12.1 Library Incident Update - as per Section 17 and 20 of the FOIP Act
- 12.2 Lease Agreement - as per Section 23 and 25 of the FOIP Act
- 12.3 Land Opportunities - as per Section 25 of the FOIP Act
- 12.4 Alberta Municipalities - ICF Recommendation - as per Section 21 and 23 of the FOIP Act
- 12.5 Fire Services Sub-Agreement - as per Section 23 and 25 of the FOIP Act

13. RECONVENE

14. ADJOURNMENT



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: *The Place to Grow.*

Mission: *Creating the Place to Grow.*

MEETING DATE: June 27, 2023
SUBJECT: Presentation of the Town of Didsbury High School Scholarship
ORIGINATING DEPARTMENT: Legislative Services

BACKGROUND/PROPOSAL:

At the June 13, 2023 Regular Council Meeting, Council awarded the 2023 Town of Didsbury High School Scholarship to Sadie Gray.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

The recipient will be present to receive their scholarship funds and certificate of recognition from Council.

ALIGNMENT WITH STRATEGIC PLAN

2. Vibrant & Connected Character Community

RECOMMENDATION

That Council congratulate Sadie Gray on being awarded the Town of Didsbury High School Scholarship and wish her well in her upcoming post-secondary education.



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: The Place to Grow.

Mission: Creating the Place to Grow.

MEETING DATE: June 27, 2023
SUBJECT: June 13, 2023 Regular Council Meeting Minutes
ORIGINATING DEPARTMENT: Legislative Services

BACKGROUND/PROPOSAL:

The Minutes of the June 13, 2023 Regular Council Meeting are being presented to Council for their review and approval.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

Council can adopt the Minutes as presented or amended.

ALIGNMENT WITH STRATEGIC PLAN

5. Governance & Organizational Excellence

RECOMMENDATION

That Council move to adopt the June 13, 2023 Regular Council Meeting Minutes as presented.



**Minutes of the Town of Didsbury Regular Council Meeting
Held on June 13, 2023 in Council Chambers at 1606 14 Street
Commencing at 600 p.m.**

Council Members Present Mayor Rhonda Hunter
 Deputy Mayor Curt Engel
 Councillor John Baswick
 Councillor Dorothy Moore
 Councillor Ethan Williams
 Councillor Bill Windsor

Councillor Members Absent Councillor Joyce McCoy

Administration Present Chief Administrative Officer, Ethan Gorner
 ACAO/Chief Financial Officer, Amanda Riley
 Director of Community Services, Nicole Aasen
 Director of Engineering & Infrastructure, Craig Fox
 Planner, Tracey Connatty
 Municipal Intern, Jocelyn Baxter
 Manager of Legislative Services/Recording Officer, Luana Smith

1. CALL TO ORDER

Mayor Hunter called the June 13, 2023 Regular Council Meeting to Order at 6:00 p.m.

2. ADOPTION OF THE AGENDA

Res. 292-23

MOVED by Councillor Williams

To accept the June 13, 2023 Regular Council Meeting Agenda as presented.

Motion Carried

3. DELEGATIONS/PRESENTATIONS - no delegations

4. ADOPTION OF MINUTES

4.1 May 23, 2023 Regular Council Meeting Minutes

Res. 293-23

MOVED by Deputy Mayor Engel

To adopt the May 23, 2023 Regular Council Meeting Minutes as presented.

Motion Carried

5. PUBLIC HEARINGS

5.1 Bylaw 2022-15 Creekside Area Structure Plan and Bylaw 2022-16 to amend the Municipal Development Plan

Mayor Hunter reconvened the Public Hearing for Bylaw 2022-15 amendment to the Creekside Area Structure Plan (ASP) and Bylaw 2022-16 amendment to the Municipal Development Plan (MDP) at 6:03 p.m.

The public hearing is to consider the following:

1. Bylaw 2022-15 Creekside Area Structure Plan
2. Bylaw 2022-16 Municipal Development Plan Amendment

These collectively are part of a proposal to create new industrial and residential development within the area known as the Creekside development in the north part of Town.

Mayor Hunter called a short recess at 6:26 p.m. and returned at 6:27 p.m.

Mayor Hunter invited those attending the Public Hearing to speak for or against the proposed amendment to the Creekside Area Structure Plan.

Mayor Hunter adjourned the Public Hearing for Bylaw 2022-15 and Bylaw 2022-16 at 6:50 p.m.

6. REPORTS

6.1 Council Reports for June 13, 2023

Res. 294-23

MOVED by Councillor Windsor

To accept the Council Reports for June 13, 2023 as information.

Motion Carried

6.2 CAO Report for June 13, 2023

Res. 295-23

MOVED by Councillor Moore

To accept the Chief Administrative Officer's Report for June 13, 2023 as information.

Motion Carried

Res. 296-23

MOVED by Councillor Windsor

To have Administration bring a report to Council regarding the library incident.

Motion Carried

7. BYLAWS & POLICIES

7.1 Creekside Area Structure Plan and Municipal Development Plan Amendment

7.1.1 Bylaw 2022-15 Creekside Area Structure Plan (2nd and 3rd Reading)

Res. 297-23

MOVED by Deputy Mayor Engel

That Council grant second reading to Bylaw 2022-15 Creekside Area Structure Plan as amended.

Motion Carried

Res. 298-23

MOVED by Deputy Mayor Engel

That Council grant third and final reading to Bylaw 2022-15 Creekside Area Structure Plan.

Motion Carried

7.1.2 Bylaw 2022-16 Amending Municipal Development Plan Bylaw 2012-09 (2nd and 3rd reading)

Res. 299-23

MOVED by Councillor Windsor

That Council grant second reading to Bylaw 2022-16 amending Municipal Development Plan Bylaw 2012-09.

Motion Carried

Res. 300-23

MOVED by Councillor Windsor

That Council grant third and final reading to Bylaw 2022-16 amending Municipal Development Plan Bylaw 2012-09.

Motion Carried

8. BUSINESS

8.1 Rosebud Valley Campground - Winter Camping Report

Res. 301-23

MOVED by Councillor Moore

To approve Winter Camping at the Rosebud Valley Campground on an on-going basis, and that Administration address the items raised in the report and bring them back to Council.

Motion Carried

8.2 Summer Sunday Fun-day Proposal

Res. 302-23

MOVED by Councillor Williams

That the *Summer Sunday Funday* event for August 13, 2023 be approved as presented.

Motion Carried

8.3 Bethany Care Society Project

Res. 303-23

MOVED by Deputy Mayor Engel

To approve a donation of \$8,000 to the Bethany Care Foundation for the pathway and gazebo project located at Bethany Didsbury, to be funded from the In Lieu of Municipal Reserve Fund, and that the availability of these funds be conditional upon measures being taken to ensure the lands remain available to the public going forward, when the project is completed.

Motion Carried

8.4 East Reservoir - Site Option

Res. 304-23

MOVED by Councillor Windsor

To approve the southwest parking lot of the Memorial Complex for the future site of the East Reservoir.

Motion Carried

Res. 305-23

MOVED by Councillor Windsor

To approve proceeding with the preliminary engineering design for Phase 1, with revised construction cost estimates for Phase 1 & 2 to be brought back to Council, when available, for further consideration.

Motion Carried

8.5 Mill and Overlay - Enhanced Scope of Work

Res. 306-23

MOVED by Councillor Moore

To approve Administration proceed with an enhanced scope of work for the Mill and Overlay in accordance with the approved budget.

Motion Carried

8.6 Cul-de-Sac Speed Limit

Res. 307-23

MOVED by Councillor Baswick

To refer the reduction of speed limits in the cul-de-sacs in the Town of Didsbury to the Performance Evaluation Committee and bring back a recommendation to Council.

Motion Carried

Res. 308-23

MOVED by Councillor Baswick

To refer the reduction of speed limits in the Town of Didsbury to the Performance Evaluation Committee and bring back a recommendation to Council.

Motion Carried

8.7 Reserve Policy Development

Res. 309-23

MOVED by Councillor Moore

That Administration update Policy FIN 007 – Reserves, including incorporating the Strategic Initiatives and Contingency Reserves funding principles as presented, and to refer it to the Strategic Planning Committee for consideration.

Motion Carried

8.8 Awarding of the 2023 Town of Didsbury High School Scholarship

Res. 310-23

MOVED by Councillor Williams

To accept the Awarding of the Town of Didsbury High School Scholarship as information pending the discussion in Closed Session.

Motion Carried

8.9 Council Summer Schedule

Res. 311-23

MOVED by Councillor Baswick

That the August 22, 2023 Regular Council Meeting be removed from the Council schedule.

Motion Carried

9. CORRESPONDENCE & INFORMATION

- Ukrainian-Canadian Congress – Ukrainian Day Recognition
- Alberta Municipalities – RCMP Retroactive Pay

Res. 312-23

MOVED by Deputy Mayor Engel

To accept the correspondence items presented as information.

Motion Carried

10. COUNCIL MEETING HIGHLIGHTS

- Awarding of the DHS 2023 Scholarships
- Winter Camping at the Rosebud Valley Campground
- Approval of the Creekside Area Structure Plan Amendment
- Site location for the East Reservoir Project
- Council Summer Schedule
- Bethany Care Project
- Mill and Overlay enhanced scope of work

11. QUESTION PERIOD

12. CLOSED MEETING

Res. 313-23

MOVED by Councillor Baswick

To go into Closed Meeting at 7:57 p.m. for the following items:

- 12.1 Didsbury High School Scholarship - as per Section 17 of the FOIP Act
- 12.2 Shantz Village Land Group - as per Section 23, 24 and 27 of the FOIP Act
- 12.3 Land Strategy as per Section 23 and 24 of the FOIP Act
- 12.4 Organizational Interface - as per Section 23 and 24 of the FOIP Act
- 12.5 Council Interface as per Section 23 of the FOIP Act

Motion Carried

13. RECONVENE

Res. 314-23

MOVED by Councillor Moore

To return to Open Meeting at 9:16 p.m.

Motion Carried

Res. 315-23

MOVED by Councillor Windsor

To award the 2023 Didsbury High School Scholarship to Sadie Gray in the amount of \$1500 to be funded from the Council High School Scholarship budget.

Motion Carried

Res. 316-23

MOVED by Councillor Moore

To reaffirm Council's original motion to the Shantz Village Land Group.

Motion Carried

Res. 317-23

MOVED by Deputy Mayor Engel

To approve that the CAO and Mayor to explore the Land Strategy as discussed.

Motion Carried

Res. 318-23

MOVED by Councillor Baswick

To conclude the pre-Council engagement sessions after the July meeting and not resume them after the summer break.

Motion Carried

Res. 319-23

MOVED by Councillor Williams

To approve Mayor Hunter's participation in the Female Elected Officials networking group.

Motion Carried

14. ADJOURNMENT

Res. 320-23

MOVED by Councillor Williams

To adjourn the June 13, 2023 Regular Council Meeting at 9:20 p.m.

Motion Carried

Mayor - Rhonda Hunter

Chief Administrative Officer- Ethan Gorner



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: *The Place to Grow.*

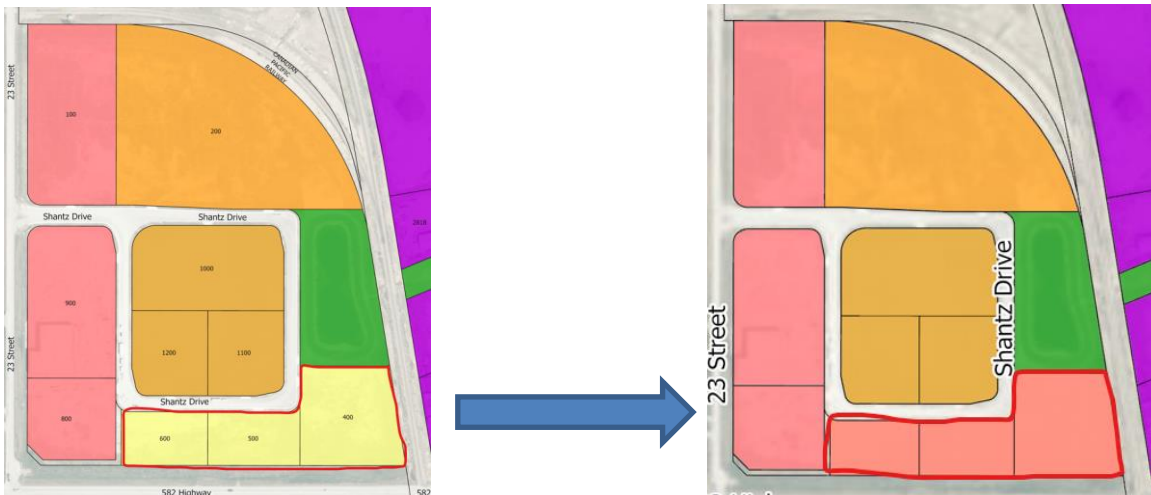
Mission: *Creating the Place to Grow.*

MEETING DATE: June 27, 2023
 SUBJECT: Bylaw No. 2023-12 Amending the Land Use Bylaw - 400, 500 & 600 Shantz Drive and Bylaw No. 2023-13 Amending Shantz Village Area Structure Plan
 ORIGINATING DEPARTMENT: Planning & Development

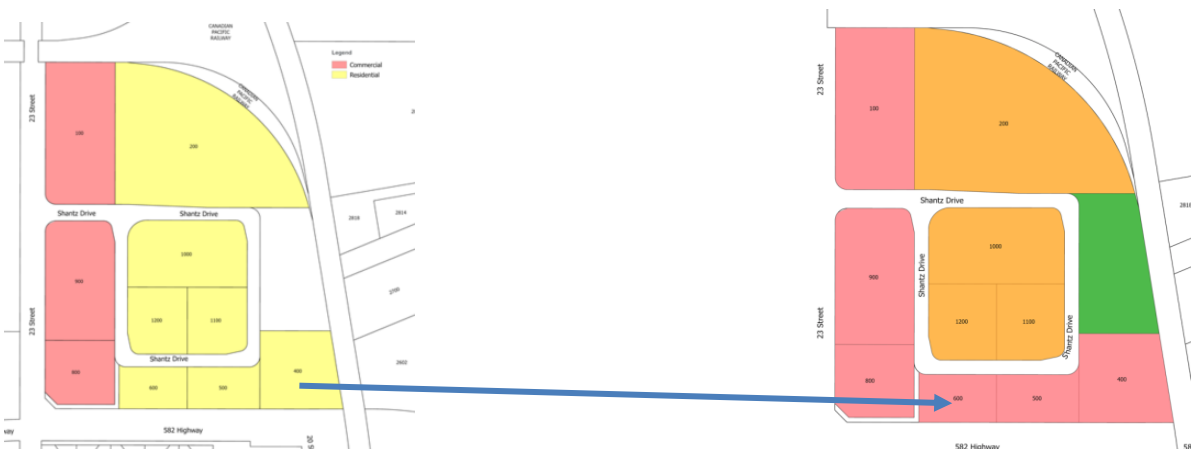
BACKGROUND/PROPOSAL:

The three lots are located in the southeast corner of the Shantz Village Area Structure Plan ("Shantz Village ASP"). The subject lots are undeveloped and there has been a demand for more commercial development within the Town.

The three lots are currently zoned R2 – Residential District General and are proposed to be redesignated to C1 – Commercial District General.



The proposed change to the Shantz Village ASP will reflect the lots to be identified in the Commercial Policy Area.





REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: The Place to Grow.

Mission: Creating the Place to Grow.

Key Dates, Communication and Information:

Application Circulated	The proposal was circulated to adjacent landowners as well as to Referral Agencies on May 24, 2023 with a comment deadline of June 16, 2023.
Responses from Referral Agencies	<p>Telus – No Objections</p> <p>ATCO Pipelines – No Objections</p> <p>Alberta Health Services – No Concerns</p> <p>Alberta Transportation – Pursuant to Section 618.4(1) of the MGA, the department expects that the Municipality will mitigate the impacts of traffic generated by developments approved on the local road network connections to the highway system, in accordance with Policy 7 of the Provincial Land Use Policies.</p> <p>Alberta Transportation and Economic Corridors has no objection to this proposed amendment to the Shantz Village ASP provided previous approval RPATH0007678 for Hwy 582 and 23rd Street Intersection upgrades are fulfilled. Traffic volumes may need to be addressed prior to development stage to ensure upgraded intersection is adequate.</p>

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

The development of commercial parcels within this area provides diversity of development opportunities and will lend support to the existing and future commercial and residential development within the Area Structure Plan.

ALIGNMENT WITH STRATEGIC PLAN

3. Strong & Resilient Local Economy

5. Governance & Organizational Excellence

ALIGNMENT WITH STATUTORY PLANS

Municipal Development Plan Bylaw No. 2012-09

The Municipal Development Plan was recently amended with Bylaw No. 2022-05 to reflect the area to be Mixed Use Lands.

- This change provides for the consideration of a variety of uses and this proposed change complies with this recent amendment.

Shantz Village Area Structure Plan Bylaw No. 2016-04

The policy area within the ASP, Section 6.2 Commercial Areas has a purpose to provide for additional commercial opportunities to supplement the existing buildings currently located within the municipality.

Policy 6.2.1 The Commercial Area shall allow for a variety of uses including retail, office and personal service shops that are compatible with the area.

- The proposed amendment to the ASP is in alignment with the purpose and policy for commercial uses.

The recommendations are outlined in item 7.1 of this agenda.



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: *The Place to Grow.*

Mission: *Creating the Place to Grow.*

MEETING DATE: June 27, 2023
SUBJECT: Council Reports
ORIGINATING DEPARTMENT: Legislative Services

BACKGROUND/PROPOSAL:

Council Members will each provide a verbal and/or written report on any business or committee activity in which they have participated.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

Council will be presented with the Council Professional Development Year to Date information. This will include information on events Council members are registered for, including the locations and dates.

Council Professional Development Schedule for June 2023

Mayor Hunter	June 13, 2023	Diamond Valley, AB	ABMUNIS Summer Leadership Caucus
Mayor Hunter	June 15, 2023	Innisfail, AB	CAEP AGM
Councillor Baswick	June 13, 2023	Diamond Valley, AB	ABMUNIS Summer Leadership Caucus

ALIGNMENT WITH STRATEGIC PLAN

5. Governance & Organizational Excellence

RECOMMENDATION

To accept the Council Reports for June 27, 2023 as information.

Federation of Canadian Municipalities Conference

Toronto, May 25 to 28 2023

Report Part 1 of 2; June 27 2023 RCM

Regional caucus meetings 4 to 5 p.m. May 25

- *Atlantic Provinces (S/I)*
- *British-Columbia*
- *Ontario*
- *Prairies & Territories*
- *Quebec*

Friday, May 26

President's Forum: Building welcoming communities for a growing Canada

Canada is set to grow in the coming years – and that's a good thing. As more newcomers proudly settle in Canadian communities, it is critical that municipalities anticipate that growth and are ready for it. Join FCM's leadership for a discussion with elected leaders and experts from around the country on the challenges and opportunities facing municipalities as they seek to build communities that are healthy, safe, inclusive and focused on providing the best possible quality of life for a fast-growing Canadian population.

Moderator: Zahra Ebrahim, CEO & Co-Founder, Monumental

Panel:

Brandon Burley, Mayor, Morden MB

Jyoti Gondek, Mayor, City of Calgary, AB

Antoine Tardif, Mayor, Victoriaville, QC

Questions asked: What has growth meant in your municipality; challenges for future

Morden MB (9,900 population)

Fastest growing city; growth means opportunity; grow or cease to be

Growth through immigration

137 countries of origin in Morden

For a community to be ready for growth through immigration, it must first begin with participation with Indigenous communities; if not ready for reconciliation, not ready for new immigration.

The whole community must participate to invite new Canadians

Calgary AB:

Keeping pace with things people need

3rd most liveable city in Canada

Housing, schools, health facilities have not kept pace with growth; can't expect municipalities to carry the burden on everything; provincial and federal governments need to step up.

Calgary is growing at a rate of 62 residents per day. Growth balance must have attainable and affordable housing; address what people need.

Housing affordability task force report released; a call to action for housing

People have the right to live with dignity; housing is needed.

Budgets must be aligned with future needs of municipalities

The first thing to go cannot be repairs and maintenance with budget cuts.

Victoriaville QC (45,000 population)

Proactively looking for new servicing

What got us here will get us there

Affordable living is not available here; there is an emergency commitment to find homes for the homeless, ensure to create and initiate solutions.

Summary:

Housing is a basic human need, housing is in crisis across Canada. All three levels of government must work together to solve infrastructure deficits across Canada. Asset management must be implemented and is a must for old and new infrastructure. Municipalities must be treated as partners with provincial and federal governments, municipalities need to be acknowledged by provincial and federal governments for all we do for our citizens; learn how to be frank with both and build trust and respect. Chase economic development for municipal gain.

Friday, May 26

Intercommunity Transit: Closing The Rural and Regional Gap

The reduction and closure of intercommunity transit options has left a devastating gap between municipalities across Canada. At a moment when our country should be planning for growth, options to facilitate the movement of people for work, for family, or new opportunities are feeling further away than ever. In this discussion, we will examine this troubling dynamic from the perspective of rural communities, mid-size municipalities and more, and look ahead to solutions that can close these gaps and deliver local results that support a better-connected nation.

Municipalities on Panel:

Guelph, population 144,000: Interregional hub between Kitchener and Toronto and Hamilton and Toronto. Not much relative to rural municipalities' transportation issues. Some highlights: 68 km of bike trails; interregional opportunities, private sector involved, do a better job to highlight transportation options.

Rural New Brunswick:

12 regions with an existing transportation network, regional service commission, assistance with transportation system. Federal funding opportunities. New Maritime bus, north to south 3 times a week. Paid coordinator. The peninsula is not serviced by the Maritime bus; on their own they are setting up a bus system to improve the transportation corridor. Federal funding of \$1 million bought six busses.

Northern BC, Fraser Lake intercity transit:

Offer five options for transportation:

Community Transportation program;

Autumn Service – Get Up and Go,

BC Bus North – Fixed routes, not fixed stops, on-demand service

Bulkley-Nechako Regional Transit - \$160 million federal/provincial funding; \$5 a ride. In some rural communities that do not have physical bus stops, customers can “wave” down the bus from a safe location

Northern Health Connections – The NH Connections medical bus service (NHC) is a health transportation service established in 2006 to support people to access medical and health services not available in or near their home communities or location.

Summary:

There is a decline in service levels for rural transportation across Canada; Greyhounds departure and no system in place to replace it. The federal government needs to address inter-regional transportation and its funding. Municipalities were featured to speak on their innovative and effective transit solutions in their regions.

Friday, May 25

Study Tour: Indigenous Centre for Innovation and Entrepreneurship

A presentation on the Centre that will soon be going through the RFP process.

Summary (from the City of Toronto website):

The City of Toronto is working with the local Indigenous community to develop the Indigenous Centre for Innovation and Entrepreneurship (ICIE). The ICIE is a space designed to give the Indigenous community an opportunity to explore their entrepreneurial aspirations by providing space, business programming, advisory services, mentorship supports, shared co-workspace, community event space and connections to business networks.

The City is committed to the ICIE being run by an Indigenous organization. A Leadership Advisory Circle including local Indigenous entrepreneurs and leaders has been established to provide advice and guidance to the City through the construction and business planning.

The ICIE will enhance and partner with related initiatives throughout the city and beyond. This will further advance economic opportunities for the 70,000-plus First Nation, Inuit, and Métis peoples that call Tkaronto home. More specifically, the City of Toronto wants to action number 92 of the Truth and Reconciliation Commission Calls To Action, which states: “Ensure that Aboriginal peoples have equitable access to jobs, training, and education opportunities in the corporate sector, and that Aboriginal communities gain long-term sustainable benefits from economic development projects.”



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: The Place to Grow.

Mission: Creating the Place to Grow.

MEETING DATE: June 27, 2023
SUBJECT: CAO Report
ORIGINATING DEPARTMENT: Legislative Services

BACKGROUND/PROPOSAL:

Please see attached information for the Chief Administrative Officer Report (CAO) for June 27, 2023.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

During the CAO Report, Council will have the opportunity to ask questions to the CAO and to make a motion for information they would like Administration bring back to a future Council meeting.

ALIGNMENT WITH STRATEGIC PLAN

5. Governance & Organizational Excellence

RECOMMENDATION

To accept the Chief Administrative Officer's Report for June 27, 2023 as information.



CAO Report – June 27, 2023

1. 2023 Seasonal Staffing Update (Human Resources)

For the 2023 season we have hired two positions for Public Works, four positions for Parks, and three positions for our Summer Fun program. Out of the nine seasonal positions, five of those are returning from the previous season; this helps to reduce risks of the job and also helps to have them hit the road running a little faster. It also shows that they had a good experience with the Town of Didsbury and want to return to us from year to year. Offering these positions not only helps our seasonal employees gain experience, confidence and networking experiences, it benefits the Town as it provides necessary help during a busier time of year.

2. 2023 Grant Update (Corporate Services)

Administration is actively and continuously exploring grant opportunities to secure external funding for projects that align with the Town's goals and priorities. Please see the following grant updates:

- In September 2022, Administration applied for the Natural Infrastructure Fund (NIF) through Infrastructure Canada to fund a set of Community Gardens in Didsbury. The application is still under evaluation.
- In July 2022, Administration applied for the second intake of the Municipal Asset Management Program (MAMP) grant to fund an Asset Management Strategy; In April 2023, Administration was notified that the application did not receive approval.
- In June 2023, Administration attended a webinar for the Rural Transit Solutions Fund (RTSF) through Infrastructure Canada. Administration is currently in the process of providing assistance to the Didsbury Lion's Club towards a potential application.

3. Update from the Project Team (Engineering & Infrastructure)

Hwy 582 and 23rd Street Intersection Improvement

Fortis recently completed the relocation of power poles in preparation for the start of the civil construction activities. Concurrently, Ruby Rock Asphalt received final approvals from Alberta Transportation and the Town to begin work. Weather pending, the contractor will begin site activities in the next 7-10 days with the placement of construction signage, utility locates and removal of topsoil.

Once construction begins, please respect all construction signage and watch for construction workers. Further construction updates will be available at <https://511.alberta.ca>

Memorial Complex Drainage & Pathway

Contractor is onsite preparing for and pouring the concrete sections of the repair work. The work areas will remain fenced to ensure the public's safety and a walkway was prepared for Saturday's graduation event. Asphalt work is expected to commence the week of June 26, weather permitting.

20th Street Mill and Overlay - Enhanced Scope

The project area is growing!

As such, the Project Team will need a couple of weeks to finalize the increased area of improvement. The project start date is currently being reviewed. The Town will advise of the start date as soon as it is known.

In the meantime, some concrete repair work is planned along 19 Avenue, which may start within a week or two. No road closures are anticipated for the repairs; however, the Town is planning to replace the concrete apron next to the Didsbury Inn. The back alley entrance will be inaccessible during this time.

There are several other small worksites throughout Town and residents are asked to watch for our contractors and workers as they work hard to improve our network.

4. Unmetered Water Reduction Program Update: (Engineering & Infrastructure)

Two residential service line repairs have occurred since the last update and the details are as follows:

14 Street & 23 Avenue

Operations discovered an abnormal water flow in a stormwater main while conducting routine inspections. With the assistance of the DNR-18 leak detector kit, operations began a systematic search for the source. Once the leak was located, Operations excavated to find a large rock sitting on the service line. The rock wore a 1.0 cm hole in the pipe's wall.

The repair will reduce operating costs by approximately \$7,000 per month going forward. No other service disruptions occurred during the repair; the surface restoration will be completed later this year.

West Heights Bay

Operations became aware of a water spot which had developed on the asphalt. A chlorine test confirmed it was potable water. With the assistance of the DNR-18 leak detector kit, Operations began a systematic search. Unfortunately, the detector was unable to confirm a precise location due a couple of factors; however, using the detector in conjunction with other methods, Operations was able to identify the leaking service line.

Given the detector's difficulty with precisely locating a leak and the unusual depth of the waterline (3.4m / 11'), Operations replaced the service line instead of repairing it. Upon excavation, it was evident that several large rocks had caused dents and leaks along the service line. The service line was replaced using a new construction technique which resulted in minimal surface disturbance and reduced repair cost.

The numerous cracks resulted in the service line acting like a soaker hose, which was a factor in the detector's difficulty with locating a leak. The repair will reduce operating costs by approximately \$6,000 per month going forward. No other service disruptions occurred; the surface restoration will be completed later this year.

Strategic infrastructure investments, both operational and capital, remain focused on:

1. Reducing the cost to operate the distribution network.
2. Minimizing the cost to deliver water to our residents.

At this time, Operations has located and repaired five water leaks in 2023. This has resulted in a monthly operating reduction in excess of \$30,000. The department continues to seek alternative construction techniques to reduce the cost of repairs.

An update on unmetered water will be part of the Q2 report.



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: The Place to Grow.

Mission: Creating the Place to Grow.

MEETING DATE: June 27, 2023
SUBJECT: Bylaw 2023-12 Amending the Land Use Bylaw 2019-04
ORIGINATING DEPARTMENT: Legislative Services

BACKGROUND/PROPOSAL:

Council granted first reading to Bylaw 2023-12 Amending the Land Use Bylaw 2019-04 for the Shantz Village Land Corp. Development for lots 400, 500 and 500 on Shantz Drive on May 23, 2023. The Public Hearing was held during item five of this Council Agenda.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

If Council is satisfied with the result of the Public Hearing, Administration is recommending Council grant second and third reading of Bylaw 2023-12 Amending the Land Use Bylaw 2019-04 for Shantz Village Land Corp for lots 400, 500 and 600 Shantz Drive.

Please see attached Bylaw 2023-12.

ALIGNMENT WITH STRATEGIC PLAN

1. Strategically Managed Infrastructure
2. Vibrant & Connected Character Community
3. Strong & Resilient Local Economy
5. Governance & Organizational Excellence

RECOMMENDATION (2 separate motions)

That Council grant second reading to Shantz Village Land Corp. Bylaw 2023-12 Amending Land Use Bylaw 2019-04.

AND

That Council grant third and final reading to Shantz Village Land Corp. Bylaw 2023-12 Amending Land Use Bylaw 2019-04.

TOWN OF DIDSBURY
Amending the Land Use Bylaw - 400, 500 & 600 Shantz Drive
Bylaw 2023-12

A Bylaw of the Town of Didsbury in the Province of Alberta, pursuant to the provisions of the Municipal Government Act, being Chapter M-26-1, of the revised Statutes of Alberta and amendments thereto, to amend Land Use Bylaw 2019-04.

WHEREAS, the Council of the Town of Didsbury deems it necessary to amend Bylaw 2019-04: Land Use Bylaw;

NOW THEREFORE, the Council of the Town of Didsbury, in the Province of Alberta, duly assembled enacts the following:

(1) This Bylaw may be cited as Amending Bylaw 2023-12 to amend the Land Use Bylaw 2019-04.

(2) Bylaw 2019-04, being the Town of Didsbury Land Use Bylaw, is hereby amended

NOW THEREFORE, the Council of the Town of Didsbury, in the Province of Alberta, duly assembled enacts as follows:

1. SHORT TITLE

1.1. This Bylaw may be referred to as “Amending the Land Use Bylaw - 400, 500 & 600 Shantz Drive”

2. PROPOSED AMENDMENTS

2.1. That Appendix A, Map A, of the Land Use Bylaw 2019-04 be replaced with updated Map A Land Use District Map as defined in Schedule A, to demonstrate redesignation of parcels within the defined boundary from R2: Residential District - General to C1: Commercial District – General.

3. EFFECTIVE DATE

3.1. This Bylaw shall come into upon passing of the third and final reading.

Read a First time on this 23rd day of May 2023

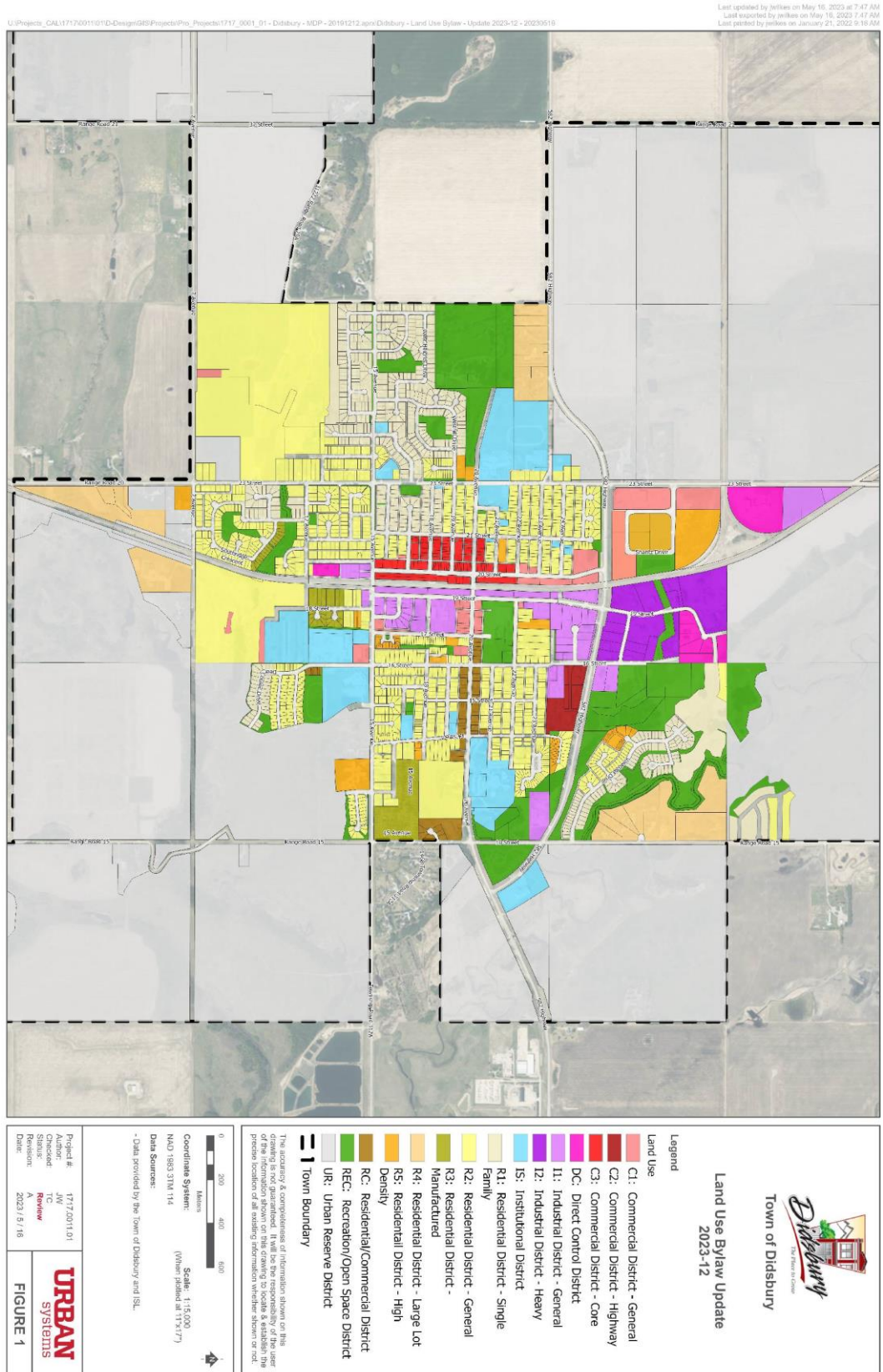
Read a Second time on this _____ day of _____ 2023

Read a Third and Final time on this _____ day of _____ 2023

Mayor Rhonda Hunter

Chief Administrative Officer Ethan Gorner

SCHEDULE A





REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: The Place to Grow.

Mission: Creating the Place to Grow.

MEETING DATE: June 27, 2023
SUBJECT: Bylaw 2023-13 Amending Shantz Village Area Structure Plan
ORIGINATING DEPARTMENT: Legislative Services

BACKGROUND/PROPOSAL:

Council granted first reading to Bylaw 2023-13 Amending the Shantz Village Area Structure Plan for lots 400, 500 and 500 on Shantz Drive on May 23, 2023. The Public Hearing was held during item five of this Council Agenda.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

If Council is satisfied with the result of the Public Hearing, Administration is recommending Council grant second and third reading of Bylaw 2023-13 Amending the Shantz Village Area Structure Plan Bylaw 2016-04.

Please see attached Bylaw 2023-13.

ALIGNMENT WITH STRATEGIC PLAN

1. Strategically Managed Infrastructure
2. Vibrant & Connected Character Community
3. Strong & Resilient Local Economy
5. Governance & Organizational Excellence

RECOMMENDATION (2 separate motions)

That Council grant second reading to Bylaw 2023-13 Amending the Shantz Village Area Structure Plan Bylaw 2016-04.

AND

That Council grant third and final reading to Bylaw 2023-13 Amending the Shantz Village Area Structure Plan Bylaw 2016-04.

TOWN OF DIDSBURY
Amending Shantz Village Area Structure Plan
Bylaw 2023-13

A Bylaw of the Town of Didsbury in the Province of Alberta, pursuant to the provisions of the Municipal Government Act, being Chapter M-26-1, of the revised Statutes of Alberta and amendments thereto, to amend Shantz Village Area Structure Plan Bylaw 2016-04.

WHEREAS, the Council of the Town of Didsbury deems it necessary to amend Shantz Village Area Structure Plan Bylaw 2016-04.

NOW THEREFORE, the Council of the Town of Didsbury, in the Province of Alberta, duly assembled enacts the following:

- (1) This Bylaw may be cited as Amending Bylaw 2023-13 to amend the Shantz Village Area Structure Plan Bylaw 2016-04.
- (2) Bylaw 2016-04, being the Shantz Village Area Structure Plan Bylaw, is hereby amended

NOW THEREFORE, the Council of the Town of Didsbury, in the Province of Alberta, duly assembled enacts as follows:

1. SHORT TITLE

- 1.1. This Bylaw may be referred to as “Amending the Shantz Village Area Structure Plan”

2. PROPOSED AMENDMENTS

- 2.1. That Figure 7: Land Use Policy Areas, of the Shantz Village Area Structure Plan Bylaw 2016-04 be replaced with updated Figure 7 as defined in Schedule A, to demonstrate a change in future land use from Residential to Commercial.

3. EFFECTIVE DATE

- 3.1. This Bylaw shall come into upon passing of the third and final reading.

Read a First time on this 23rd day of May 2023

Read a Second time on this ____ day of _____ 2023

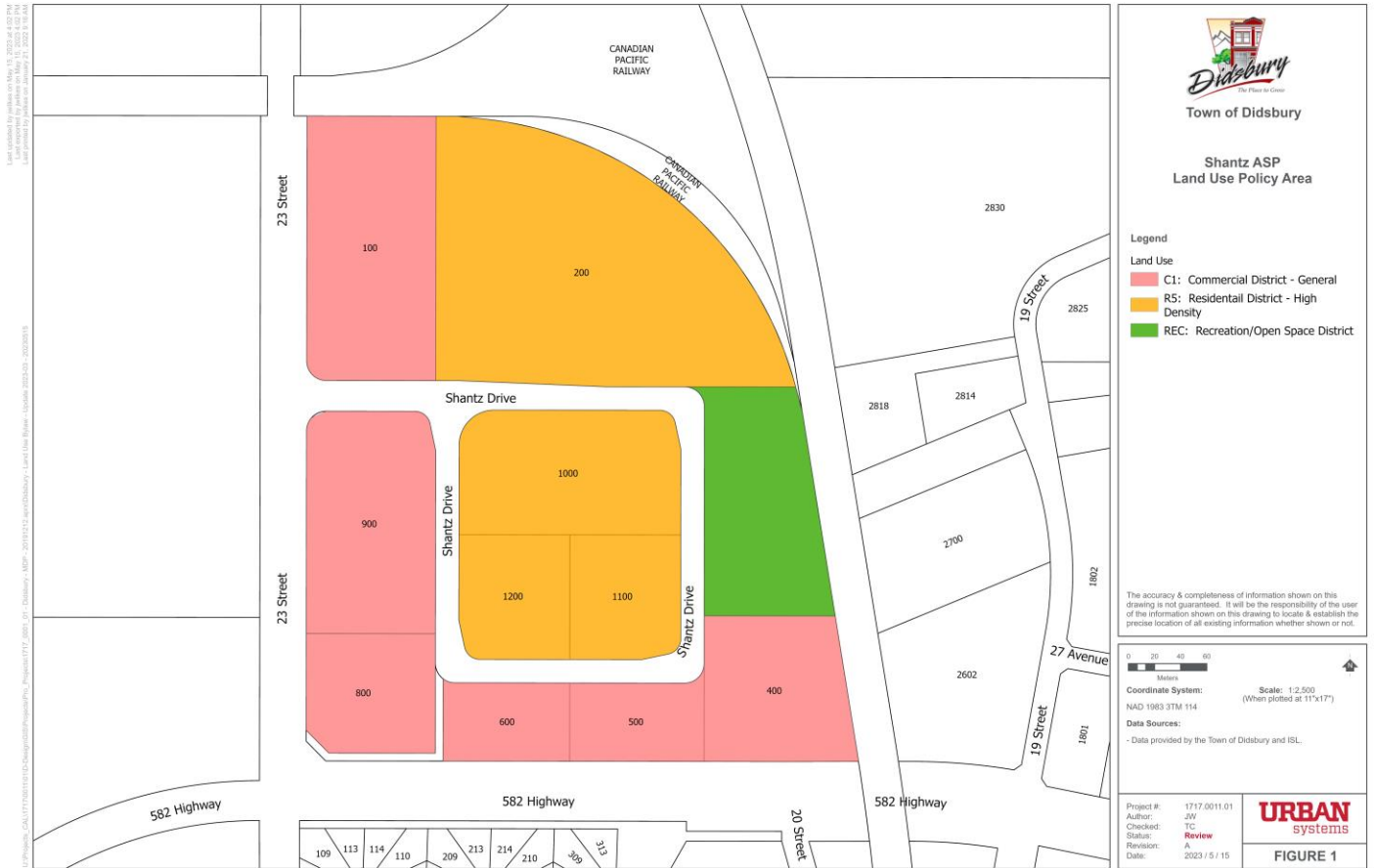
Read a Third and Final time on this ____ day of _____ 2023

Mayor Rhonda Hunter

Chief Administrative Officer Ethan Gorner

SCHEDULE A

Land Use Policy Areas





REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: *The Place to Grow.*

Mission: *Creating the Place to Grow.*

MEETING DATE: June 27, 2023
SUBJECT: Bylaw 2023-17 Community Standards
ORIGINATING DEPARTMENT: Legislative Services

BACKGROUND/PROPOSAL:

The Policy and Governance Committee has been tasked with reviewing and making recommendations to Council regarding the Community Standards Bylaw.

The purpose of the Community Standards Bylaw is to regulate the conduct and activities of people in public places and on privately owned properties in order to promote safe, enjoyable use of properties to the benefit of all citizens of the Town.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

The committee has met on several occasions with the Community Peace Officers and Administration to review and discuss the bylaw.

Bylaw 2023-17 has been updated and streamlined with Red Tape Reduction in mind. It also includes five other bylaws that needed updating and fit in the Community Standards Bylaw document.

The Community Peace Officers and the Fire Chief have all provided input and suggestions to the Committee.

The attached bylaw is a clean version as the changes were numerous with the removal of redundant clauses and the addition of new information. The original Bylaw 2012-04 is attached for Council's reference.

The Policy and Governance Committee is recommending that Council give first reading and refer it to the Policy & Governance Committee prior to second and third reading.

The Schedules to this Bylaw have not been completed but will be presented at the second reading after the Committee has reviewed and made their recommendation.

ALIGNMENT WITH STRATEGIC PLAN

2. Vibrant & Connected Character Community

RECOMMENDATION

That Council grant first reading to Bylaw 2023-17 Community Standards and to refer it to the Policy & Governance Committee for review and recommendation.

TOWN OF DIDSBURY
BYLAW 2023-17
COMMUNITY STANDARDS

A BYLAW OF THE TOWN OF DIDSBURY, IN THE PROVINCE OF ALBERTA, TO REGULATE THE CONDUCT AND ACTIVITIES OF PEOPLE IN PUBLIC PLACES AND ON PRIVATELY OWNED PROPERTY AND IMMEDIATELY ADJACENT AREAS IN ORDER TO PROMOTE THE SAFE, ENJOYABLE AND REASONABLE USE OF SUCH PROPERTY FOR THE BENEFIT OF ALL CITIZENS OF THE TOWN.

WHEREAS, pursuant to section 7 of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, as amended or repealed and replaced from time to time, a Council may pass bylaws for municipal purposes respecting the following matters:

- a) the safety, health and welfare of people and the protection of people and property;
- b) nuisances, including unsightly property;
- c) people, activities and things in, on or near a public place or a place that is open to the public;
- d) the enforcement of bylaws made under the *Municipal Government Act* or any other enactment including any or all of the following:
 - (i) the creation of offences;
 - (ii) for each offence, imposing a fine not exceeding \$10,000.00 or imprisonment for not more than one year, or both;
 - (iii) providing for imprisonment for not more than one year for non-payment of a fine or penalty;
 - (iv) providing that a person who contravenes a bylaw may pay an amount established by bylaw and if the amount is paid, the person will not be prosecuted for the contravention;
 - (v) providing for inspections to determine if bylaws are being complied with;
 - (vi) remedy contraventions of bylaws; and

WHEREAS, pursuant to section 66(2) of the *Safety Codes Act*, R.S.A. 2000, Chapter S-1, as amended or repealed and replaced from time to time, a Council may make bylaws respecting the following matters:

- a) Minimum maintenance standards for buildings and structures;
- b) Unsightly or derelict buildings or structures; and

WHEREAS, pursuant to the *Agricultural Pests Act*, R.S.A. 2000, Chapter A-8, as amended or repealed and replaced from time to time, a Council may pass certain bylaws and appoint Inspectors; Didsbury Town Council enacts:

1. TITLE

This Bylaw shall be known as the “Community Standards Bylaw”.

2. DEFINITIONS

In this Bylaw, unless context otherwise requires:

Alarm System shall mean an alarm system, burglary alarm, alert system, fire alarm, intrusion alarm, or other electronic means of providing building or property protection;

Barbeque Pit means a pit or outdoor fireplace for roasting food. (This does not include commercially available propane, natural gas, and charcoal barbeques meeting CSA standards);

Boulevard means the section of land between the property line and the edge of the street pavement. If there is no pavement or curb, the boulevard is the area between the property line and the road;

Building means anything constructed or place on, in, over or under land but does not include a highlight or road or a budget forming part of the a highway or public road;

Building Waste means any clean scrap wood produced in the process of constructing, altering or repairing a building;

Campfire means a small outdoor fire for warmth or cooking

Charity Collection Site means an area accessible to the public, which is marked by signs identifying the name of a charity and identifying the area for the collection of donated goods, and which contains a receptacle or bin for the collection of donated goods;

Closed Fire/Flame means any fire closed on all sides by fire retardant material (e.g. furnace)

Condemned means a property or building that local (usually municipal) authorities have closed, seized, or placed restrictions on for various reasons, including public safety and public health, in accordance with local ordinance.

Defecate means to discharge waste matter from the bowels;

Emergency means a situation of a serious nature which has developed suddenly, constitutes an imminent threat, and demands immediate action to protect property from damage by the elements or to protect members of the public from a serious and imminent threat to health or safety.

False Alarm means an alarm signal necessitating response by the Fire Department or Peace Officer where an emergency situation does not exist.

Fight means any confrontation involving violent, physical contact between two or more people;

Fire means a rapid persistent chemical change that releases heat and light and is accompanied by flame, especially the exothermic oxidation of a combustible substance burning fuel or other material cooking fire, forest fire.

Fire Bans means an order from the Province or Fire Chief in accordance with Section 21 of this Bylaw which prohibits Fires in all or any part of the Town

Fire Chief means the individual designated by the Chief Administrative Officer of the Town of Didsbury;

Fire Pit (Acceptable Fire Pit) means an outdoor receptacle not used for Recreational or Outdoor Fires that meet the specifications set out in this bylaw.

Fire Place means an enclosed and permanently affixed outdoor fire receptacle which incorporates a permanently affixed chimney or flue, and is constructed of rock or other masonry;

Hard Surface Pad means any parking pad constructed from concrete, asphalt or gravel.

Hazard means a risk of fire or damage to property and/or person(s), which may be caused by the burning of any Waste and includes any nuisance;

Highway means a highway as set out in the *Traffic Safety Act*, RSA 2000, c. T-6 as amended from time to time;

Holiday means New Year's Day, Alberta Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, Heritage Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day of every year;

Injurious Occupation means any activity which in the opinion of a Peace Officer, having regard for all circumstances including the time of day and nature of the activity, is likely to unreasonably cause disturbance, injury or annoyance to persons or property and includes but is not limited to:

- a) Occupying an areas in an unruly, boisterous or disruptive manner;
- b) Any other dilatory, annoying or harmful occupation of property.

Landscape means to use natural and unnatural ornamental material for the purpose of designing property for aesthetic purposes.

Littering means the act of dropping rubbish on the ground in a public place;

Monitoring Alarm System means an alarm system other than an audible alarm or an alarm system used to indicate the occurrence of a fire, robbery or hold up.

Motor Vehicle means a vehicle as set out in the *Traffic Safety Act*, RSA 2000, c. T-6 as amended from time to time;

Municipal Tag means a tag or similar document issued by the Town pursuant to the *Municipal Government Act* that alleges a bylaw offence and provides a person with the opportunity to pay any amount to the Town in lieu of prosecution for the offence;

Noise means sound which in the opinion of the Peace Officer having regard for all circumstances, including the time of day and the nature of the activity generating the sound, is likely to unreasonably annoy or disturb persons or to injure, endanger or detract from the comfort, repose, health, peace or safety of persons within the boundary of the Town;

Nuisance means:

- a) an act in the opinion of the Community Peace Officer that endangers the life, health, property, morals or comfort of the public or obstructs the public in the exercise or enjoyment of rights common to all; or
- b) a person in the opinion of the Community Peace Officer doing something on their own land, which they are lawfully entitled to do but which becomes a nuisance when the consequences of their act extend to the land of their neighbour.

Off Highway Vehicle as set out in the *Traffic Safety Act* as amended from time to time;

Open Fire/Flame means any fire that is not enclosed on all sides by fire retardant material;

Owner(s) in respect to a parcel of land means:

- a) a person(s) who is registered under the *Land Titles Act*, as amended from time to time, as the owner of a parcel of land;
- b) a person who is recorded as the owner(s) of a property on the tax assessment roll of the Town;
- c) a person(s) who has purchased or otherwise acquired a parcel of land, whether they have purchased or otherwise acquired the land directly from the owner(s) or from another purchaser, and has not yet become the registered owner thereof.

Peace Officer means any person appointed by the Town of Didsbury as a Bylaw Officer, Community Peace Officer (CPO), member of the assigned local policing authority (RCMP) or any person designated as a Peace Officer under the Criminal Code of Canada;

Person(s) means any individual, firm partnership, association, corporate, trustee, executor, administrator or other legal representative;

Portable Fire Receptacle means an outdoor fire receptacle, which is not permanently affixed;

Property means any public or private land or building located within the Town;

Public Place means any property, whether publically or privately owned, to which members of the public have access as of right or by express or implied invitation, whether on payment of any fee or not;

Recreational Vehicle (RV) means a vehicle or trailer that is designed, constructed and equipped, either temporarily or permanently, as a temporary accommodation for travel, vacation, or recreational use, includes but not limited to: motor home, travel trailer, tent trailer, fifth wheel trailer, and any bus or truck converted for use as a Recreational Vehicle.

Sidewalk means that part of the highway adapted to the use of or ordinarily used by pedestrians and includes that part of a highway between the curb line or, where there is no curb line, the edge of the roadway, and the adjacent property line whether or not it is paved or unpaved;

Tobacco, Smoking, and Vaping as defined in the Tobacco, Smoking, and Vaping Reduction Act (TSVRA)

Town means the Town of Didsbury;

Unoccupied means without occupants, empty and vacant.

Unightly Property means any property, or part of, which is characterized by visual evidence of lack of general maintenance and upkeep as set out in Part 13 Division 4 of the *Municipal Government Act*;

Urinate means to discharge urine from the body;

Violation Ticket (Provincial) has the same meaning as set out in the *Provincial Offences Procedure Act, R.S.A. 2000, Chapter P-24, as amended from time to time*.

Waste means any waste referred to in the *Environmental Protection and Enhancement Act, RSA 2000, Chapter E-12, as amended from time to time*.

3. LITTERING

3.1 A Person shall not leave any garbage, litter or other refuse in a Public Place except in a receptacle designated and intended for such use.

4. CHARITY COLLECTION SITES

4.1 No person shall dump or deposit household garbage or other waste at a Charity Collection Site.

4.2 No person shall scavenge from or disturb any material, bag or box in or at a Charity Collection Site, whether or not that material, bag or box is contained in a receptacle or resting upon the ground.

5. URINATION AND DEFACATION

5.1 A person shall not urinate or defecate in a Public Place except in a facility designed and intended for such use.

6. PROJECTILE DEVICES

6.1 A Projectile Device included in this Bylaw are commonly referred to as:

- a) paint ball gun;
- b) pellet gun;
- c) air soft gun;
- d) bb gun;
- e) bow;
- f) crossbow;
- g) slingshot.

6.2 A person shall not discharge any Projectile Device anywhere within the Town limits.

7. INJURIOUS OCCUPATION

7.1 No person shall:

- a) occupy an area in an unruly, boisterous or disruptive manner; and
- b) commit any other annoying or harmful occupation of property.

8. FIGHTING

- 8.1 A person shall not participate in a fight or other similar physical confrontation in a public place. This prohibition does not apply to participants of any organized sporting event who are governed by the rules of conduct of that sporting event.

9. PROPERTY MAINTENANCE/UNSIGHTLY PROPERTY

- 9.1 A person shall not cause or permit a nuisance to exist on property they own or occupy.
- 9.2 For the purpose of greater certainty, a nuisance, in respect of property means in the opinion of a Peace Officer land that shows signs of a serious disregard for general maintenance and upkeep, whether or not it is detrimental to the surrounding area, some examples of which include:
- a) Accumulation of material including, but not limited to, building materials, appliances, household goods, boxes, tires, vehicle parts, garbage or refuse, whether of any apparent value or not;
 - b) Any loose litter, garbage, construction debris or refuse whether located in a storage area, collection area or elsewhere on the property;
 - c) Damaged, dismantled or derelict vehicles or motor vehicles, whether insured or registered or not;
 - d) Smelly or messy compost heaps;
 - e) Grass or weeds higher than 15 centimeters;
 - f) Production of excessive dust, dirt or smoke;
 - g) Production of any generally offensive odours;
 - h) Any tree, shrub, other type of vegetation or any structure that:
 - (i) Interfere or could interfere with any public work or utility;
 - (ii) Obstructs any sidewalk adjacent to the property;
 - (iii) Impairs the visibility required for safe traffic flow at any intersection adjacent to the property; or
 - (iv) Has any rot or other deterioration;
 - (v) Any accessible excavation ditch, drain or standing water that could pose a danger to the public.

10. SIDEWALKS

- 10.1 A person shall reasonably remove snow and ice from any sidewalk adjacent to property they own or occupy within 24 hours after the snow or ice has been deposited.
- 10.2 No person shall deposit snow, ice and/or slush, dirt, debris including but not limited to lawn clippings (grass) and leaves into the roadway.

11. BOULEVARDS AND ALLEYS

- 11.1 A person shall maintain any Boulevard and Alley adjacent to property they own or occupy by:
- a) keeping any grass on the Boulevard cut to a length of no more than 15 centimeters;
 - b) removing any accumulation of fallen leaves, or other debris;
 - c) notifying the Town if tree maintenance is required.
- 11.2 A person may landscape the boulevard directly in front or behind their property upon the written permission of the Town;

12. FALSE ALARMS

- 12.1 No person shall cause nor allow the issuing of a false alarm in the Town of Didsbury due to or resulting from faulty, damaged, or malfunctioning alarm equipment.
- 22.1 No person shall, by the use of an alarm system or other method, make or cause to be made, any false alarm equipment in the Town of Didsbury.

13. BUILDINGS

- 13.1 A person shall not cause or permit a nuisance to exist in respect of any building on property they own or occupy.
- 13.2 For the purpose of greater certainty a nuisance, in respect of a Building, means a Building showing signs of a serious disregard for general maintenance and upkeep, whether or not it is detrimental to the surrounding area, some examples of which include:
 - a) any damage to the Building;
 - b) any rot or other deterioration within the Building; and
 - c) any inappropriate infiltration of air, moisture or water into the Building due to peeling, unpainted or untreated surfaces, missing shingles or other roofing materials, broken or missing windows or doors, or any other hole or opening in the Building.

14. UNOCCUPIED BUILDINGS

- 14.1 If a Building normally intended for human habitation is unoccupied or condemned, then any door or window opening in the Building must be covered with a solid piece of wood or other suitable material and secured in a manner sufficient to prevent unauthorized entry into the Building.

15. GRAFFITI PREVENTION AND ABATEMENT

- 15.1 No person shall place graffiti or cause it to be placed on any property;
- 15.2 Every property owner shall ensure that graffiti placed on their property is removed, painted over, or otherwise permanently blocked from public view;
- 15.3 A property owner who breaches and who has failed to comply with an Order issued under Section 545 of the *Municipal Government Act*, is guilty of an offence;
- 15.4 In prosecuting an offence under this Part, the consent of the property owner of any property to place graffiti thereon shall not be a defense under this bylaw.

16. TOBACCO, SMOKING AND VAPING

- 16.1 Smoking and vaping are prohibited in certain public and private locations in accordance with the *Tobacco, Smoking and Vaping Reduction Act* (TSVRA) and regulation as amended from time to time.

17. REFRIGERATORS AND FREEZERS (APPLIANCES)

- 17.1 A person shall not place, cause or permit to be placed a refrigerator, freezer or other similar appliance on land they own or occupy unless effective measures have been taken to prevent the opening and closing of the appliance.

- 17.2 Without limiting the generality of above measures considered to be effective may include:
- a) the complete removal of the door for the appliance;
 - b) the removal of the door handle mechanism if this prevents opening and closing of the door;
 - c) the removal of the door hinges;
 - d) locking the appliance; or
 - e) otherwise wrapping or containing the appliance so that the interior is inaccessible.

18. FIRE PITS, OUTDOOR FIRE PLACES, PORTABLE FIRE RECEPTACLES AND BARBEQUEPITS

- 18.1 No person shall burn or permit the burning of Waste on any land owned or occupied by such person or on any other lands in the Town.
- 18.2 Any person may burn clean, dry untreated wood or charcoal in a Fire Pit, Outdoor Fire Place, Portable Fire Receptacle and barbecue pit complying with the purpose of cooking or obtaining warmth:
- a) on property owned or occupied by such person; or
 - b) at a location approved by the Fire Department upon lands to which members of the public have access.
- 18.3 Any person who burns any material in a Fire Pit, Outdoor Fire Place, Portable Fire Receptacle or Barbecue Pit shall:
- a) remain in charge of or keep a competent person in charge of the fire;
 - b) maintain the fire to a reasonable size (e.g. under 1 meter both height and width) so the fire, embers, sparks or dense smoke do not endanger anyone or cause a nuisance on any neighboring properties.
 - c) ensure that the fire does not:
 - (i) create a risk of fire or damage to persons or property;
 - (ii) create a Nuisance, which is offensive to any other person.
 - d) have a means of extinguishing the fire on hand at all times while the fire is burning;
 - e) ensure that the fire is extinguished leaving only cold ashes before supervision of the fire ends.
- 18.4 Acceptable Fire Pit means an outdoor receptacle used for recreational or outdoor fires that meet the following specifications:
- a) a minimum of 3 metres (10 Feet) clearance measured from the nearest fire pit edge to the nearest edge of building, property line, or combustible materials;
 - b) a height not exceeding 0.6 meters when measured from the surrounding grade to the top of the pit opening;
 - c) the pit opening does not exceed 1 metre in width or in diameter when measured between the widest points or outer edges;
 - d) equipped with a mesh screen with openings no larger than 12.5 millimetres secured in place with latches or weights that is constructed of expanded metal (or equivalent material) and is used to cover the fire pit opening in a manner sufficient to contain and reduce the hazards of airborne sparks;
 - e) enclosed sides made from bricks, concrete blocks, heavy gauge metal, or other non-combustible materials; and
 - f) not located over any underground utilities or under any aboveground wires.
- 18.5 All built in barbeque areas must meet CSA requirements.

- 18.6 A person may build, ignite or allow a fire in a portable fire receptacle on a wooden deck as long as that person ensures that:
- a) a non-combustible material such as brick, or stone is placed between the portable fire receptacle and the wooden deck; and
 - b) the portable fire receptacle is situated at least 3 meters from any house, garage, similar structure or other combustible material, measured from the part of the receptacle which is closest to the structure or combustible material.

19. EXTINGUISHMENT OF FIRES

- 19.1 A member of the Didsbury Fire Department or a Peace Officer may direct a person to extinguish any fire when in their opinion the fire creates a Hazard or Nuisance.
- 19.2 A person who fails to comply with the direction of a member of the Didsbury Fire Department or a Peace Officer to extinguish a fire on request is guilty of an offence under this bylaw and the member of the Didsbury Fire Department or a Peace Officer, as the case may be, may extinguish the fire.

20. FIRE HAZARDS

- 20.1 If in the opinion of the Didsbury Fire Department, the storage of combustible material or vegetation on a property poses a fire Hazard, the Town may issue a Remedial Order to modify the combustible storage or vegetation on the property to abate the Hazard, and the Remedial Order shall include the manner in which the fire Hazard may be abated.
- 20.2 Any fires that do not meet the conditions of this bylaw will require a pre-approved permit from the Fire Chief, or their designate or a Peace Officer.

21. FIRE BAN

- 21.1 At the discretion of the Fire Chief, a fire ban is issued to restrict or temporarily ban types of fire used within the Town because of the prevailing environmental conditions or any other relevant conditions, in their opinion, that give rise to an increased risk of fire. Each fire ban will include a list of prohibited fire uses, such as use of fire pits, chimeneas, barbecues and other forms of open flame devices.

22. NOISE CONTROL

- 22.1 No person shall make or cause to be made, or continue any noise which would disturb or annoy a reasonable person.
- 22.2 No person shall permit property that they own or occupy to be used so that noise emanates from the property which would disturb or annoy a reasonable person.
- 22.3 In determining what constitutes noise likely to disturb or annoy a reasonable person, consideration may be given to, in the opinion of the Peace Officer:
- a) the type, volume and duration of the sounds;
 - b) the time of day and day of the week;
 - c) the nature and use of the surrounding area; and
 - d) any other relevant factor.
- 23.2 If a Motor Vehicle is the cause of any sound that contravenes a provision of this Bylaw, the owner or operator of that Motor Vehicle is liable for the contravention.

24. INDUSTRIAL AND CONSTRUCTION NOISE

- 24.1 Nothing in this bylaw shall prevent the continual operation or carrying on of an industrial activity where the activity is one which:
- a) Is a permitted use; or
 - b) Is an approved discretionary use; or
 - c) Is a non-conforming, but not illegal use as defined in the *Municipal Government Act*.
- 24.2 In the operation or carrying on of an industrial activity, the person operating or carrying on that activity shall make no more noise than is necessary in the normal method of performing or carrying on that activity.
- 24.3 No person shall use, operate or allow to be used or operated any tools, machinery or equipment so as to create a noise, or disturbance which may be heard in a residential building between the hours of 10:00 p.m. to 7:00 a.m.
- 24.4 Unless permission from the Development Officer of the Town for such operation is first obtained:
- a) No person shall carry on the construction of any type of structure which involves hammering, sawing or the use of any mechanical tools or equipment capable of creating a sound which may be heard beyond the boundaries of the site on which the activity is being carried on in any district other than one designated in the Land Use Bylaw as an industrial district after the hour 10:00 p.m. and before 7:00 a.m. in the morning of any day.

25. EXCEPTIONS

- 25.1 The regulation of noise shall not apply to special event activities as approved by the Town.
- 25.2 Industrial and Construction noise does not apply to work carried on by the Town, or by a contractor carrying out the instructions of the Town.
- 25.3 Industrial and Construction noise do not apply to private contractors carrying out snow removal from commercial or industrial sites.
- 25.4 In the case of snow removal from commercial or industrial sites located adjacent to residential districts, and where in the reasonable opinion of the Peace Officer, it is necessary to do so to ensure the peace and quiet of residents, the Peace Officer may require noise abatement practices including one or both of the following conditions:
- a) A requirement that snow not be removed between 12:00 a.m. to 5:00 a.m.;
 - b) A requirement that snow be removed for a site in a sequence which is least disruptive to the peace and quiet of residents.
- 25.5 Nothing in this bylaw shall prevent the continual operation or carrying on of an industrial activity where the activity is one which is permitted use, or an approved discretionary use under the Town of Didsbury *Land Use Bylaw*.
- 25.6 Nothing in this bylaw prohibits a person who is an employee or authorized agent of the Town from producing certain sounds while acting within the scope of their functions, duties or powers.
- 25.7 The regulation of noise shall not apply to the cumulative effect of noise created by vehicular traffic on highways, railways or the aeronautical related activities of aircraft.

26. RECREATIONAL VEHICLES

- 26.1 Within a residential development, a person must not park, or allow to be parked a motor vehicle or recreational vehicle on a front lawn or the landscaped area in front of a house or property in a location other than:
- a) a driveway; or
 - b) a parking stall;
- 26.2 Recreational Vehicles parked on the locations prescribed above may not have slides or awnings extended to the extent that they block access to a public road, sidewalk, or neighbouring property.
- 26.3 No Person shall park or allow to be parked, a Recreational Vehicle in front of a house on a property for more than 72 consecutive hours.
- 26.4 Despite above, the Town may issue a permit, permitting the parking of a Recreational Vehicle in front of a house on a property for such time period as the Town considers appropriate.
- 26.5 Any recreational vehicle parked on a lot other than a campground may be used for living and sleeping accommodation only by bonafide tourists and/or family members for a maximum period of 30 days per year. Any time exceeding 30 days per calendar year requires a permit.
- 26.6 A Recreational Vehicle parked on a highway shall not be occupied.

27. OFF HIGHWAY VEHICLES (OHV)

- 27.1 Off-Highway Vehicles as defined by the *Traffic Safety Act*, is any motorized mode of transportation built for cross-country travel on land, water, snow, ice, marsh or swamp lands, or on other natural terrain.
- 27.2 Off Highway Vehicles may not be operated on a highway, a road or in a ditch unless permission has been expressly granted through the form of a permit approved and issued by the Town of Didsbury Council.
- 27.3 Off-Highway Vehicles that are operated with a permit granted by the Town must be equipped with:
- a) headlamp,
 - b) tail lamp;
 - c) muffler;
 - d) seat belts;
 - e) side mirrors;
 - f) signal lights; and
 - g) brake lights
- 27.4 Operators of an Off-Highway Vehicle must:
- a) have a valid class 5 operator's licence;
 - b) have valid insurance and registration;
 - c) be wearing a CSA approved helmet when operating.

27.5 Exceptions for use of an Off-Highway Vehicle are as follows:

- a) that the operation of an off highway vehicle be restricted to use in an emergency situation only;
- b) the loading and unloading of an off highway vehicle for transport;
- c) a person who is an employee or authorized agent of the Town while acting within the scope of their functions, duties or powers.

28. MOBILITY AIDS

28.1 Mobility aids are a device used to facilitate the transport, in a normal seated orientation of a person with a physical disability.

28.2 Mobility aids as defined by the *Traffic Safety Act* are considered a pedestrian. All rules that apply to pedestrians also apply to individuals operating a mobility aids.

28.3 Mobility aids shall be operated on sidewalks or pathways, not a roadway or highway.

29. MINIATURE VEHICLES

29.1 Miniature vehicles as defined by the *Traffic Safety Act* are not permitted on highways, including sidewalks and alongside the roadway.

29.2 Prohibited miniature vehicles include:

- a) personal transporter;
- b) pocket bikes;
- c) go carts;
- d) electric scooters; and
- f) golf carts.

29.3 Miniature vehicles may only be operated on private property.

30. OFFENCES AND ENFORCEMENT

30.1 A person who contravenes this bylaw is guilty of an offence.

30.2 A Person who is guilty of an offence is liable to a fine in an amount not less than that established in this Bylaw, and not exceeding \$10,000, and it imprisonment for not more than six (6) months for non- payment of a fine, and

30.3 Without restricting the generality of subsection (a) the fine amount established are as set out in Schedule 'A'.

31. MUNICIPAL TAGS AND VIOLATION TICKETS

- 31.1 Where a Peace Officer believes that a person has contravened any provision of this Bylaw, that Officer may issue a Municipal Tag. If a Municipal Tag is issued in respect of an offence, the Municipal Tag must specify:
- a) the name of the person;
 - b) the offence
 - c) the fine amount
 - d) that the fine amount shall be paid within the number of days of the issuance noted on the Municipal Tag;
 - e) any other information as may be required.
- 31.2 Where a Municipal Tag is issued in respect of an offence, the person to whom the Municipal Tag is issued may, in lieu of being prosecuted for the offence, pay the fine specified within the time period indicated on the Municipal Tag.
- 31.3 If a Municipal Tag has been issued and if the specified fine has not been paid within the prescribed time, that Officer may proceed by issuing a Violation (Provincial) Ticket in accordance with the *Provincial Offences Procedure Act*, R.S.A. 2000, c.P-34;
- 31.4 Despite above, a Peace Officer may issue a Violation (Provincial) Ticket immediately to any person where there are reasonable and probable grounds to believe that person has contravened any provisions of this Bylaw.
- 31.5 If a Violation Ticket is issued in respect of an offence, the Violation Ticket may:
- a) Impose the specified penalty established by this bylaw for the offence and permit a person to make a voluntary payment; or
 - b) Require a person to appear in court without the alternative of making a voluntary payment.

32. CONTINUING OFFENCES

- 32.1 In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which the offence continues and any person guilty of such an offence is liable to a fine in an amount not less than that established by this Bylaw for each such day.

33. REMEDIAL ORDERS

- 33.1 Where a person has contravened any provision of this Bylaw, a remedial order may be issued by the *Officer* requiring the person to remedy the contravention pursuant to section 545 of the *Municipal Government Act* R.S.A. 2000 c. M-26.
- 33.2 A person who fails to comply with a remedial order within the time set out in the remedial order commits an offence.
- 33.3 Where the *Town* effects a remedial order, *Town* employees and agents may enter an *Owner's* property upon reasonable notice to undertake the removal and restoration work.

34. GENERAL PROVISIONS/SEVERABILITY

- 34.1 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.
- 34.2 Any and all federal or provincial legislation referenced in this Bylaw may be found as a matter of public record via the Alberta Kings Printer (www.alberta.ca/alberta-kings-printer.aspx).

35. EFFECTIVE DATE

35.1 This Bylaw shall come into full force and effect upon the date of the Third and Final Reading.

36. REPEAL

36.1 Upon passing of this Bylaw, the following bylaws and any amendments thereto are hereby repealed:

Bylaw 2012-04 – Community Standards

Bylaw 2005-09 – Smoking

Bylaw 2007-17 – Burning & Fire Pit

Bylaw 2007-27 Prohibition of Projectile Devices

Bylaw 2007-28 Prohibit the Injurious Occupation of Property

Bylaw 2010-05 – False Alarm

36.2 The portions pertaining to the above are hereby repealed from Schedule “E” of Bylaw 2019-16 Rates, Fees & Fines.

Read a first time this day of 2023

Read a second time this day of 2023

Read a third and final time this day of 2023

Mayor - Rhonda Hunter

Chief Administrative Officer – Ethan Gorner

Schedule A

Section	Section Title	1 st Offence	2 nd Offence	3 rd Offence
3	Littering	\$250.00		
4	Charity Collection Sites			
	Dump or deposit household garbage at site			
	Scavenge from or disturb material at site			
5	Urination or defecation in public			
	Urinate or defecate in a public place	\$250.00		
6	Projectile Devices			
	Discharge a Device	\$60.00	\$115.00	\$225.00
7	Injurious Occupation of Property			
	Occupy an area in unruly behaviour	\$270.00	\$540.00	\$1080.00
	Annoying or harmful occupation of property	\$270.00	\$540.00	\$1080.00
8	Fighting	\$250.00		
9	Property Maintenance/Unsightly Premises			
	Accumulation of Materials	\$250.00		
	Loose litter/garbage/construction material	\$250.00		
	Damaged/dismantled/derelict vehicles	\$250.00		
	Smelly or messy compost heaps	\$115.00		
	Grass or weeds higher than 15 cm	\$115.00		
	Production of excess dirt/dust/smoke	\$250.00		
	Production of offensive odours	\$115.00		
	Tree, shrub, or other type of vegetation or any structure unsightly or lack of maintenance	\$115.00		
10	Sidewalks			
	Fail to clean sidewalk or snow/ice	\$115.00		
	Deposit snow/ice/slush/dirt/debris on roadway	\$115.00		
11	Boulevards and Alleys			
	Fail to maintain grass on boulevard ≥ 15 cm	\$115.00		
	Fail to remove leaves/debris from boulevard	\$115.00		
12	False Alarms			
	Cause of allow the issuing of a false alarm	Warning	\$100.00	\$200.00
	Use an alarm system/equipment	Warning	\$100.00	\$200.00
13	Building			
	Permit/cause nuisance to exit on property	\$250.00		
	Permit serious disregard for general maintenance			
14	Unoccupied Buildings			
	Plywood/or other suitable material on building not fitted from exterior within the frame of the opening	\$250.00		
15	Graffiti			
	Allow graffiti or cause to be placed on property			
	Failure to remove, or paint over graffiti			
16	Tobacco, Smoking and Vaping		Upon Summary Conviction	
	Smoking and/or vaping in areas prohibited	\$100.00	Min \$100.00 Max \$2700.00	
17	Refrigerators & Freezers (Appliances)			
	Place, or cause or permit an appliance on land			

Section	Section Title	1 st Offence	2 nd Offence	3 rd Offence
18	Burning and Fire Pits			
	Burning of waste/garbage in Town	\$115.00	\$300.00	\$600.00
	Burn in unauthorized location	\$115.00	\$300.00	\$600.00
	Allow fire to: a. Remain unattended; b. Exceed 1 meter in height and width; c. (i) Create damages or risk to persons or property; (ii) Create a nuisance to any other persons; d. Burn without means to extinguish fire on hand at all times; e. Burn when not properly extinguished.	\$115.00	\$300.00	\$600.00
	Fire pits, outdoor fire places, portable fire receptacles and barbeque pits that do not conform to section 4 of the bylaw.	\$115.00	\$300.00	\$600.00
	Built in barbeque area not meeting CSA approval	\$115.00	\$300.00	\$600.00
	Fire in a portable fire receptacle on wooden deck that does not ensure it is: a. A non-combustible material placed between the portable fire receptacle and the wooden deck; b. The portable fire receptacle is situated 2 meters from any house, garage, similar structure or other combustible material	\$115.00	\$300.00	\$600.00
	Failure to comply with the direction of a member of the Didsbury Fire Department	\$115.00	\$300.00	\$600.00
	Burn while fire ban is in effect	\$500.00	\$1000.00	\$2000.00
22	Noise			
	Permit noise that disturbs the peace of another individual	\$250.00	\$500.00	
	Owner(s) use property so that noise disturbs the peace of another individual	\$250.00	\$500.00	
	Motor Vehicle contravene noise bylaw	\$250.00	\$500.00	
24	Industrial and Construction Noise			
	Carry on construction activity between 10:00 p.m. and 7:00 a.m.	\$250.00	\$500.00	
26	Recreational Vehicles			
	Park a recreational vehicle in the front yard of a property other than on a hard surface pad	\$250.00	\$500.00	
	Park more than one Recreational Vehicle in the front yard of a residential property	\$155.00		
	Parked recreational vehicle slides and/awnings extended.			
	Use Recreational vehicle for living/sleeping accommodation for more than 30 days per year	\$250.00		
	Occupy recreational vehicle while parked on a highway	\$250.00		
27	Off-Highway Vehicles			
	Operate off highway vehicle in Town other than in an emergency without expressly granted permission	\$115.00		
28	Mobility Aids			
	Using a mobility aid on a roadway or highway			
29	Miniature Vehicles			
	Using a miniature vehicles in the Town of Didsbury			

BYLAW 2012-04
COMMUNITY STANDARDS

A BYLAW OF THE TOWN OF DIDSBURY, IN THE PROVINCE OF ALBERTA, TO REGULATE THE CONDUCT AND ACTIVITIES OF PEOPLE IN PUBLIC PLACES AND ON PRIVATELY OWNED PROPERTY AND IMMEDIATELY ADJACENT AREAS IN ORDER TO PROMOTE THE SAFE, ENJOYABLE AND REASONABLE USE OF SUCH PROPERTY FOR THE BENEFIT OF ALL CITIZENS OF THE TOWN.

WHEREAS, pursuant to section 7 of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, as amended or repealed and replaced from time to time, a Council may pass bylaws for municipal purposes respecting the following matters:

- (a) the safety, health and welfare of people and the protection of people and property;
- (b) nuisances, including unsightly property;
- (c) people, activities and things in, on or near a public place or a place that is open to the public;
- (d) the enforcement of bylaws made under the *Municipal Government Act* or any other enactment including any or all of the following:
 - (i) the creation of offences;
 - (ii) for each offence, imposing a fine not exceeding \$10,000.00 or imprisonment for not more than one year, or both;
 - (iii) providing for imprisonment for not more than one year for non-payment of a fine or penalty;
 - (iv) providing that a person who contravenes a bylaw may pay an amount established by bylaw and if the amount is paid, the person will not be prosecuted for the contravention;
 - (v) providing for inspections to determine if bylaws are being complied with;
 - (vi) remedy contraventions of bylaws; and

WHEREAS, pursuant to section 66(2) of the *Safety Codes Act*, R.S.A. 2000, Chapter S-1, as amended or repealed and replaced from time to time, a Council may make bylaws respecting the following matters:

- (a) Minimum maintenance standards for buildings and structures;
- (b) Unsightly or derelict buildings or structures; and

WHEREAS, pursuant to the *Agricultural Pests Act*, R.S.A. 2000, Chapter A-8, as amended or repealed and replaced from time to time, a Council may pass certain bylaws and appoint Inspectors; Didsbury Town Council enacts:

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BYLAW 2012-04
COMMUNITY STANDARDS

PART I – PURPOSE, DEFINITIONS AND INTERPRETATIONS

BYLAW TITLE

1. This Bylaw shall be known as the “Community Standards Bylaw”.

DEFINITIONS

2. In this Bylaw, unless the context otherwise requires:

- a) **“Boulevard”** means that part of a highway that is not a roadway; and is that part of the sidewalk that is not especially adapted to the use of or ordinarily used by pedestrians;
- b) **“Bylaw Enforcement Officer”** means a Bylaw Enforcement Officer appointed by the Town pursuant to the *Municipal Government Act* to enforce Town Bylaws, and includes a member of the Royal Canadian Mounted Police and, when authorized, a Community Peace Officer appointed under the *Peace Officer Act*, S.A. 2006, c. P-3.5, as amended or repealed and replaced from time to time;
- c) **“CAO”** means the Chief Administrative Officer of the Town or his/her delegate;
- d) **“Highway”** has the same meaning as in the *Traffic Safety Act*, R.S.A. 2000, Chapter T-6, as amended or repealed and replaced from time to time;
- e) **“Motor Vehicle”** has the same meaning as in the *Traffic Safety Act*, R.S.A. 2000, Chapter T-6, as amended or repealed and replaced from time to time;
- f) **“Municipal Tag”** means a tag or similar document issued by the Town pursuant to the *Municipal Government Act* that alleges a bylaw offence and provides a person with the opportunity to pay an amount to the Town in lieu of prosecution for the offence;
- g) **“Occupy”** or **“Occupies”** means residing on or to be in apparent possession or control of property;
- h) **“Own”** or **“Owns”** means: in the case of land, to be registered under the *Land Titles Act* as the owner of the fee simple estate in a parcel of land; or in the case of personal property, to be in lawful possession or have the right to exercise control over it or to be the registered owner of it;
- i) **“Person”** means any individual, firm, partnership, association, corporation, trustee, executor, administrator or other legal representative;
- j) **“Property”** means; In the case of land, a parcel of land including any buildings; or In other cases, personal property;
- k) **“Public Place”** means any property, whether publicly or privately owned, to which members of the public have access as of right or by express or implied invitation, whether on payment of any fee or not;
- l) **“Sidewalk”** means that part of the highway especially adapted to the use of or ordinarily used by pedestrians and includes that part of a highway between the curb line or, where there is no curb line, the edge of the roadway, and the adjacent property line whether or not it is paved or unpaved;
- m) **“Town”** means the Town of Didsbury; and

**BYLAW 2012-04
COMMUNITY STANDARDS**

- n) **“Violation Ticket”** has the same meaning as in the *Provincial Offences Procedure Act*, R.S.A. 2000, Chapter P-34, as amended or repealed and replaced from time to time.

RULES FOR INTEPRETATION

3. The table of contents, marginal notes and headings in this Bylaw are for reference purposes only.

PART II – PUBLIC BEHAVIOURS

LITTERING

4. A Person shall not leave any garbage, litter or other refuse in a Public Place except in a receptacle designated and intended for such use.

URINATION AND DEFECATION

5. A Person shall not urinate or defecate in a Public Place except in a facility designed and intended for such use.

DANGEROUS ACTIONS

6. A Person shall not throw or propel an object, or act in any other way, in a Public Place that is reasonably likely to cause injury to another Person or damage to Property.

FIGHTING

7. A Person shall not participate in a fight or other similar physical confrontation in a Public Place; this prohibition does not apply to participants of an organized sporting event who are governed by the rules of conduct of that sporting event.

PART III – PROPERTY MAINTENANCE/UNSIGHTLY PREMISES

DEFINITIONS

8. In this Part, **“Building”** includes a structure and any part of a building or structure placed in, on or over land whether or not it is so affixed to become transferred without special mention by a transfer or sale of that land.

BYLAW 2012-04
COMMUNITY STANDARDS

LAND

9. (1) A Person shall not cause or permit a nuisance to exist on land they Own or Occupy.
- (2) For the purpose of greater certainty a nuisance, in respect of land, means land that shows signs of a serious disregard for general maintenance and upkeep, whether or not it is detrimental to the surrounding area, some examples of which include:
- (a) Accumulation of material including but not limited to building materials, appliances, household goods, boxes, tires, vehicle parts, garbage or refuse, whether of any apparent value or not;
 - (b) Any loose litter, garbage, construction debris or refuse whether located in a storage area, collection area or elsewhere on the land;
 - (c) damaged, dismantled or derelict vehicles or Motor Vehicles, whether insured or registered or not;
 - (d) smelly or messy compost heaps;
 - (e) grass or weeds higher than 15 centimetres;
 - (f) production of excessive dust, dirt or smoke;
 - (g) production of any generally offensive odours;
 - (h) any tree, shrub, other type of vegetation or any structure:
 - (i) that interferes or could interfere with any public work or utility;
 - (ii) that obstructs any sidewalk adjacent to the land;
 - (iii) that impairs the visibility required for safe traffic flow at any intersection adjacent to the land; or
 - (iv) that has any rot or other deterioration;
 - (i) any accessible excavation, ditch, drain or standing water that could pose a danger to the public; and
 - (j) any construction project or activity where construction has been halted and not completed within 2 years of the date the building permit for the project or activity was issued by the Town or, if no permit was issued or required, within 2 years of starting construction.

SIDEWALKS

10. A Person shall reasonably remove snow and ice from any Sidewalk adjacent to land they Own or Occupy within 24 hours after the snow or ice has been deposited.
- (a) No person shall deposit snow, ice, and/or slush, dirt, debris into the roadway.

**BYLAW 2012-04
COMMUNITY STANDARDS**

BOULEVARDS & ALLEYS

11. A Person shall maintain any Boulevard and Alley adjacent to land they Own or Occupy by:

- (a) keeping any grass on the Boulevard cut to a length of no more than 15 centimetres;
- (b) removing any accumulation of fallen leaves or other debris;
- (c) notifying the Town if tree maintenance is required.

11.1 A Person may utilize the boulevard directly in front or behind their property under the following conditions:

- (a) The gardener shall be responsible for adhering to all aspects of this policy and other municipal legislation that regulates the aesthetic and safety of their boulevards.
- (b) Prior to undertaking a boulevard garden, the gardener shall be responsible for locating their property line and all appropriate underground servicing such as gas, phone, water, cable etc.
- (c) In the event that the gardener is not the owner of the property abutting the boulevard, they shall have approval from the property owner prior to installing a boulevard garden.
- (d) The gardener shall maintain the boulevard garden to the satisfaction of the municipality.
- (e) The boulevard garden shall not include any plant material that:
 - (i) Is a noxious weed or prohibited noxious weed;
 - (ii) Is a fruit or vegetable;
 - (iii) Is located within one foot of the curb;
 - (iv) Encroaches onto the sidewalk;
 - (v) Is harming a tree planted in the boulevard;
 - (vi) Spreads beyond that portion of the boulevard that is adjacent to the property.
- (f) Plant height shall be considered prior to the installation of a boulevard garden. All plant heights shall be measured from boulevard grade and at no point in time shall the height of the plant affect sightlines regardless of the allowable height.
 - (i) No plant material shall exceed 1.0 m (3 ft) in height in order to ensure that no sightlines are affected.
 - (ii) On corner lots, no plant material shall exceed 0.8 m (2.5 ft) in height.

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COMMUNITY STANDARDS

- (iii) Fire hydrants must remain easily accessible and visible from all areas. Plant material shall be no taller than 6" in height within 1.5 m (5ft) of hydrants.
- (iv) Utility structures shall also be considered when planting as they are more likely to be excavated.
- (g) Plant matter shall not interfere with any of the following:
 - (i) Proper water flow;
 - (ii) The movement of vehicular or pedestrian traffic; or
 - (iii) Snow removal operations.
- (h) Hardscaping materials shall only be utilized to create a direct pedestrian access between the roadway and the dwelling.
 - (i) Permanent installations such as in-ground irrigation systems or raised planters shall not be permitted.
 - (ii) Temporary Structures intended to be removed seasonally may be utilized.
- (i) The boulevard garden shall be at grade with adjacent sidewalks to minimize transfer of garden material and to allow safe pedestrian movement.
- (j) The gardener accepts full responsibility for the boulevard garden and assumes all risk related to its presence, including any damage to the garden or surrounding area arising out of any works undertaken by the Town, authorized works by others or damage resulting from any action within the boulevard.
- (k) The Town will endeavor to provide adequate notice to the gardener with the intent of advising the gardener of works that will potentially have negative affects impacting their boulevard garden prior to the works commencing.
 - (i) In the event of an emergency where time is of the essence, such notice will not be provided.
 - (ii) After the work has been completed, the gardener shall have seven days to state their intention relative to recreating the boulevard garden. In the event that such intention is not received, the Town will restore the boulevard to its original state prior to the boulevard garden.
- (l) The Town reserves the right to revoke authorization for a boulevard garden at any point in time for any reason. The Town shall provide the gardener notice to remove the boulevard garden within five (5) calendar days.
- (m) The Town may direct the removal or alteration of any boulevard garden within the municipality if:

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COMMUNITY STANDARDS

- (i) It has not been installed in accordance with this bylaw;
 - (ii) It has not been maintained in accordance with this bylaw or any other relevant regulations or bylaws.
- (n) In the event that the boulevard garden is not maintained to the satisfaction of the municipality, the Town of Didsbury reserves the right to return the area to its original state prior to the boulevard garden at the full cost of the property owner plus a 20% administrative fee.

BUILDINGS

12. (1) A Person shall not cause or permit a nuisance to exist in respect of any Building on land they Own or Occupy.
- (2) For the purpose of greater certainty a nuisance, in respect of a Building, means a Building showing signs of a serious disregard for general maintenance and upkeep, whether or not it is detrimental to the surrounding area, some examples of which include:
- (a) any damage to the Building;
 - (b) any rot or other deterioration within the Building; and
 - (c) any inappropriate infiltration of air, moisture or water into the Building due to peeling, unpainted or untreated surfaces, missing shingles or other roofing materials, broken or missing windows or doors, or any other hole or opening in the Building.

UNOCCUPIED BUILDINGS

13. (1) If a Building normally intended for human habitation is unoccupied then any door or window opening in the Building may be covered with a solid piece of wood but only if the wood is:
- (a) installed from the exterior and fitted within the frame of the opening in a watertight manner;
 - (b) of a thickness sufficient to prevent unauthorized entry into the Building;
 - (c) secured in a manner sufficient to prevent unauthorized entry into the Building; and
 - (d) coated with an opaque protective finish in a manner that is not detrimental to the surrounding area.

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COMMUNITY STANDARDS**

REFRIGERATORS AND FREEZERS (APPLIANCES)

14. (1) A Person shall not place, cause or permit to be placed a refrigerator, freezer or other similar appliance on land they own or occupy unless effective measures have been taken to prevent the opening and closing of the appliance.
- (2) Without limiting the generality of subsection (1) measures considered to be effective may include:
- (a) the complete removal of the door for the appliance;
 - (b) the removal of the door handle mechanism if this prevents opening and closing of the door;
 - (c) the removal of the door hinges;
 - (d) locking the appliance; or
 - (e) otherwise wrapping or containing the appliance so that the interior is inaccessible.

PART IV – NOISE CONTROL

DEFINITIONS

15. In this Part:

- (a) **“Holiday”** means New Year’s Day, Alberta Family Day, Good Friday, Victoria Day, Canada Day, Heritage Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day of every year.
- (b) **“Noise”** means any sound that is reasonably likely to disturb the peace of others;
- (c) **“Weekday”** means Monday through Friday; and
- (d) **“Weekend”** means Saturday through Sunday.

PROHIBITED NOISE

16. (1) A Person shall not cause or permit any Noise that disturbs the peace of another individual.
- (2) A Person shall not cause or permit Property they Own or Occupy to be used so that Noise from the Property disturbs the peace of any other individual.

CRITERIA

17. In determining if a sound is reasonably likely to disturb the peace of others the following criteria may be considered:
- (a) type, volume, and duration of the sound;
 - (b) time of day and day of week;
 - (c) nature and use of the surrounding area; and
 - (d) any other relevant factor.

BYLAW 2012-04
COMMUNITY STANDARDS

CONSTRUCTION ACTIVITY IN RESIDENTIAL AREAS

18. A Person shall not cause or permit any construction activity on Property they Own or Occupy before 7:00 a.m. or after 10:00 p.m. on a Weekday or before 8:00 a.m. or after 10:00 p.m. on a Weekend or Holiday.

INDUSTRIAL NOISE

19. (1) Notwithstanding any other provision of this Bylaw and whether or not the noise resulting there from may be heard in a adjoining area which is designated other than as an Industrial district, nothing in this Bylaw shall prevent the continual operating or carrying on of a normal industrial activity or the performance or carrying on thereof during some or any of the hours between ten o'clock in the evening and seven o'clock in the next forenoon in any area which is classed as an industrial district in the Land Use Bylaw where the activity is one which
- a) is permitted use in the zone in which it is carried on or is a conditional use for which the required permission has been given, or
 - b) is a non-conforming use and the same is defined in the current Land Use Bylaw for the district in which the use is being carried on.
- (2) In the operation or carrying on of an Industrial Activity in a zone in which it would be curtailed or restricted but for subsection (1) of this section, the person operating or carrying on the activity shall make no more noise than is necessary in the normal method of performing or carrying on that activity.

CONSTRUCTION NOISES

20. Unless permission from the Development Officer of the Town of Didsbury for such operation is first obtained
- (a) No person shall carry on the construction of any type of structure which involves hammering, sawing or the use of any mechanical tools or equipment capable of creating a sound which may be heard beyond the boundaries of the site on which the activity is being carried on in any district other than one designated in the Land Use Bylaw as an industrial district after the hour of ten o'clock in the evening and before the hour of seven o'clock in the morning of any day.

GARBAGE COLLECTION

21. A Person shall not collect, cause or permit the collection of garbage with a Motor Vehicle on or adjacent to any Property zoned for residential use before 7:00 a.m. or after 10:00 p.m. on a Weekday or before 8:00 a.m. or after 10:00 p.m. on a Weekend or Holiday.

MOTOR VEHICLES

22. If a Motor Vehicle is the cause of any sound that contravenes a provision of this Bylaw, the owner or operator of that Motor Vehicle is liable for the contravention.

**BYLAW 2012-04
COMMUNITY STANDARDS**

EXCEPTIONS

23. Nothing in this Part prohibits:

- (a) a person who is an employee or authorized agent of the Town from producing certain sounds while acting within the scope of their functions, duties or powers; or
- (b) situations where the CAO has issued a permit allowing the production of certain sounds on whatever conditions the CAO deems appropriate.
- (c) This Section does not regulate the cumulative effect of Noise created by vehicular traffic on highways, railways, or the aeronautical related activities of aircraft.

PART V – RECREATIONAL VEHICLE STORAGE

DEFINITIONS

24. In this Part:

- (a) **Recreational Vehicle** means a vehicle or trailer that is designed, constructed and equipped, either temporarily or permanently, as a dwelling place, living abode or sleeping place, but does not include a vehicle so equipped if that vehicle, without such equipment, is or was also manufactured as a passenger car;
- (b) **Front Yard** means a yard extending across the full width of a parcel measured perpendicularly from the front boundary of the parcel to the front foundation wall(s) of the principal building situated on the parcel
- (c) **Hard Surface Pad** means any parking pad constructed from concrete, asphalt or gravel.

RECREATIONAL VEHICLE PARKING

- 25.** A Person shall not park a recreational vehicle in the front yard of a residential property unless it is on a hard surface pad, excluding those properties zoned R4 in the Town of Didsbury Land Use Bylaw
- 26.** No more than one recreational vehicle shall be parked in the front yard of a residential property excluding those properties zoned R4 in the Town of Didsbury Land Use Bylaw.

LIVING IN RECREATIONAL VEHICLE

- 27.** Any recreation vehicle parked on a lot other than a campground may be used for living and sleeping accommodation only by bonafide tourists and/or family members for a maximum period of 30 days per year. Any time exceeding 30 days per calendar year requires a permit.
- 28.** A Recreational Vehicle parked on a highway shall not be occupied.

**BYLAW 2012-04
COMMUNITY STANDARDS**

PART VI – OFF HIGHWAY VEHICLES

- 29 In this Bylaw, unless the context otherwise requires, the word, term or expression “Off-highway vehicle” means any motorized mode of transportation built for cross-country travel on land, water, snow, ice or marsh or swamp land or on other natural terrain and, without limiting the generality of the foregoing, includes when specifically designed for such travel.
- 30 The use of an off highway vehicle is prohibited within the town

EXCEPTIONS

31. That the operation of Off-Highway Vehicles be restricted to use in an emergency situation only.
32. Loading and unloading of an off highway vehicle for transport is permitted.
33. In this Bylaw, “Emergency” means: a situation of a serious nature which has developed suddenly, constitutes an imminent threat, and demands immediate action to protect property from damage by the elements or to protect members of the public from a serious and imminent threat to health or safety.

PART VII – ENFORCEMENT

OFFENCE

34. A Person who contravenes this Bylaw is guilty of an offence.

CONTINUING OFFENCE

35. In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which it continues and a Person guilty of such an offence is liable to a fine in an amount not less than that established by this Bylaw for each such day.

VICARIOUS LIABILITY

36. For the purposes of this Bylaw, an act or omission by an employee or agent of a Person is deemed also to be an act or omission of the Person if the act or omission occurred in the course of the employee’s employment with the Person, or in the course of the agent’s exercising the powers or performing the duties on behalf of the Person under their agency relationship.

**BYLAW 2012-04
COMMUNITY STANDARDS**

CORPORATIONS AND PARTNERSHIPS

37. (1) When a corporation commits an offence under this Bylaw, every principal, director, manager, employee or agent of the corporation who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence is guilty of the offence whether or not the corporation has been prosecuted for the offence.
- (2) If a partner in a partnership is guilty of an offence under this Bylaw, each partner in that partnership who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence is guilty of the offence.

FINES AND PENALTIES

38. (1) A Person who is guilty of an offence is liable to a fine in an amount not less than that established in this section, and not exceeding \$10,000.00, and to imprisonment for not more than 6 months for non-payment of a fine.
- (2) Without restricting the generality of subsection (1) the current Town of Didsbury Rate and Fee Bylaw contains the fine amounts for use on Municipal Tags and Violation Tickets if a voluntary payment option is offered:

MUNICIPAL TAG

39. (1) A Bylaw Enforcement Officer is hereby authorized and empowered to issue a Municipal Tag to any Person who the Bylaw Enforcement Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- (2) A Municipal Tag may be issued to such Person:
- (a) Either personally; or
 - (b) By mailing a copy to such Person at his or her last known post office address.
- (3) The Municipal Tag shall be in a form approved by the CAO and shall state:
- (a) The name of the Person;
 - (b) The offence;
 - (c) The specified penalty established by this Bylaw for the offence;
 - (d) That the penalty shall be paid within 30 days of the issuance of the Municipal Tag; and
 - (e) Any other information as may be required by the CAO.

PAYMENT IN LIEU OF PROSECUTION

40. Where a Municipal Tag is issued pursuant to this Bylaw, the Person to whom the Municipal Tag is issued may, in lieu of being prosecuted for the offence, pay to the Town the penalty specified within the time period indicated on the Municipal Tag.

BYLAW 2012-04
COMMUNITY STANDARDS

VIOLATION TICKET

41. If a Municipal Tag has been issued and if the specified penalty has not been paid within the prescribed time, then a Bylaw Enforcement Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act*;
42. Notwithstanding subsection (1), a Bylaw Enforcement Officer is hereby authorized and empowered to immediately issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act* to any Person who the Bylaw Enforcement Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw;
43. If a Violation Ticket is issued in respect of an offence, the Violation Ticket may;
- (a) Specify the fine amount established by this Bylaw for the offence; or
 - (b) require a Person to appear in court without the alternative of making a voluntary payment.

VOLUNTARY PAYMENT

44. A Person who commits an offence may:
- (a) if a Violation Ticket is issued in respect of the offence; and
 - (b) if the Violation Ticket specifies the fine amount established by this Bylaw for the offence;
 - (c) make a voluntary payment by submitting to a Clerk of the Provincial Court, on or before the initial appearance date indicated on the Violation Ticket, the specified penalty set out on the Violation Ticket.

ORDER TO COMPLY

45. (1) If the CAO believes, on reasonable grounds, that a Person is contravening any provision of this Bylaw, the CAO may, by written order, require any Person responsible for the contravention to remedy it.
- (2) The order may:
- (a) direct a Person to stop doing something, or to change the way in which the Person is doing it;
 - (b) direct a Person to take any action or measures necessary to remedy the contravention of the Bylaw and, if necessary, to prevent a re-occurrence of the contravention;
 - (c) state a time within which the Person must comply with the directions;
 - (d) state that if the Person does not comply with the directions within a specified time, the Town will take the action or measure.
- (3) A Person named in and served with an order issued pursuant to this section shall comply with any action or measure required to be taken within the time specified.

**BYLAW 2012-04
COMMUNITY STANDARDS**

- (4) An order issued pursuant to this section may be served:
- (a) in the case of an individual:
 - (i) by delivering it personally to the individual;
 - (ii) by leaving it for the individual at their apparent place of residence with someone who appears to be at least 18 years of age; or
 - (iii) by mail addressed to the individual at their apparent place of residence or at any address for the individual on the tax roll of the Town or at the Land Titles registry;
 - (b) in the case of a corporation:
 - (i) by delivering it personally to any director or officer of the corporation;
 - (ii) by delivering it personally to a Person apparently in charge of an office of the corporation at an address held out by the corporation to be its address; or
 - (iii) by mail addressed to the registered office of the corporation.

OBSTRUCTION

46. A Person shall not obstruct or hinder any Person in the exercise or performance of the Person's powers pursuant to this Bylaw.

PART VIII – GENERAL

POWERS OF THE CAO

47. Without restricting any other power, duty or function granted by this Bylaw, the CAO may:
- (a) carry out any inspections to determine compliance with this Bylaw;
 - (b) take any steps or carry out any actions required to enforce this Bylaw;
 - (c) take any steps or carry out any actions required to remedy a contravention of this Bylaw;
 - (d) establish investigation and enforcement procedures with respect to residential, commercial, industrial or other types of property and such procedures may differ depending on the type of property in question;
 - (e) establish areas where activities restricted by this Bylaw are permitted;
 - (f) establish forms for the purposes of this Bylaw;
 - (g) issue permits with such terms and conditions as are deemed appropriate;
 - (h) establish the criteria to be met for a permit pursuant to this Bylaw;
 - (i) delegate any powers, duties or functions under this Bylaw to an employee of the Town; and

BYLAW 2012-04
COMMUNITY STANDARDS

- (j) appoint inspectors for the purposes of the *Agricultural Pest Act*.

**BYLAW 2012-04
COMMUNITY STANDARDS**

PERMITS

48. (1) A Person to whom a permit has been issued pursuant to this Bylaw, and any Person carrying out an activity otherwise regulated, restricted or prohibited by this Bylaw pursuant to such permit, shall comply with any terms or conditions forming part of the permit.
- (2) A Person shall not make any false or misleading statement or provide any false or misleading information to obtain a permit pursuant to this Bylaw.
- (3) If any term or condition of a permit issued pursuant to this Bylaw is contravened or if a false or misleading statement or false or misleading information was provided to obtain the permit, the CAO may immediately cancel the permit.

PROOF OF PERMIT

49. The onus of proving a permit has been issued in relation to any activity otherwise regulated, restricted or prohibited by this Bylaw is on the Person alleging the existence of such a permit on a balance of probabilities.

CERTIFIED COPY OF RECORD

50. A copy of a record of the Town, certified by the CAO as a true copy of the original, shall be admitted in evidence as prima facie proof of the facts stated in the record without proof of the appointment or signature of the person signing it.

SEVERABILITY

51. 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.

PART IX – TRANSITIONAL

REPEALS

Town of Didsbury Land use Bylaw Part 3 Section 1.7 (3)

Town of Didsbury Snow Removal Bylaw 96-01

Town of Didsbury Nuisance bylaw 2001 – 07

Town of Didsbury Noise Bylaw 99-03

Town of Didsbury Off Highway Vehicles 2006-18

**BYLAW 2012-04
COMMUNITY STANDARDS**

ENACTMENT

This Bylaw shall come into force and effect when it received third reading and is duly signed.

READ A FIRST TIME this	26th	day of	JULY	2016
READ A SECOND TIME this	26th	day of	JULY	2016
READ A THIRD AND FINAL TIME this	26th	day of	JULY	2016



Mayor



Chief Administrative Officer



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: The Place to Grow.

Mission: Creating the Place to Grow.

MEETING DATE: June 27, 2023
SUBJECT: Partial MR Disposal Plan 0912831 Block 15 Lot 35MR
ORIGINATING DEPARTMENT: Planning & Development

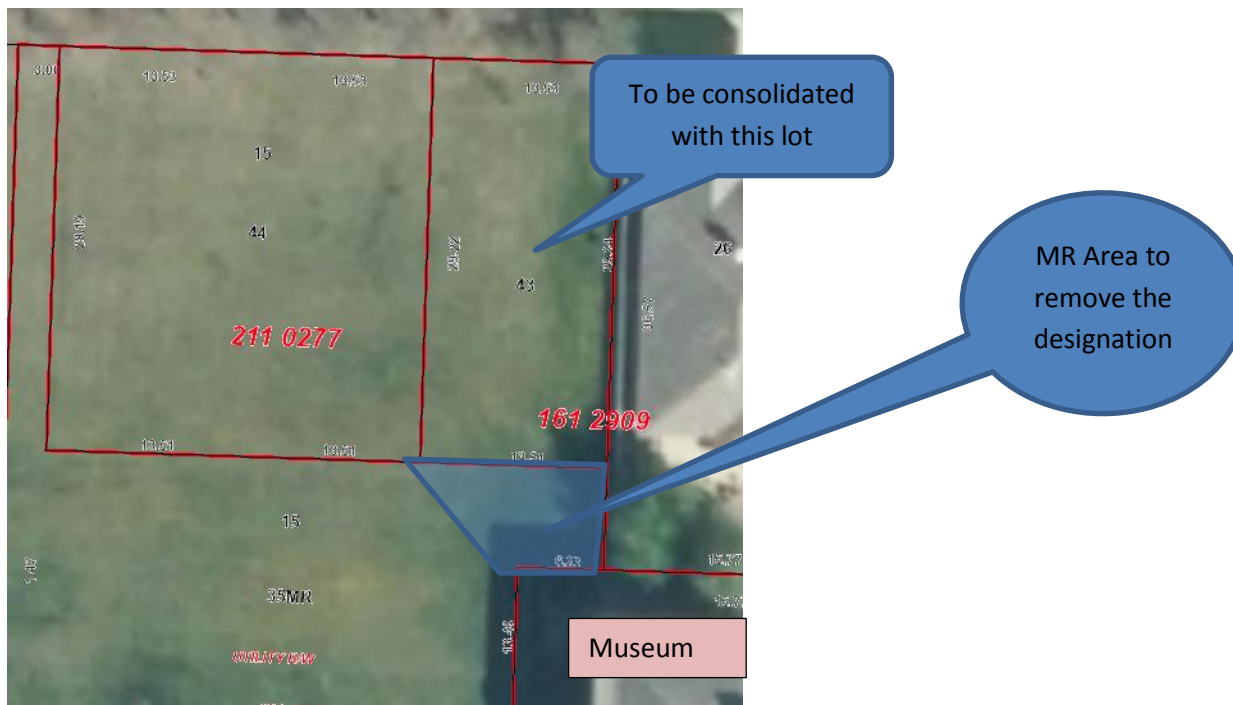
BACKGROUND/PROPOSAL:

Administration is seeking to remove a small, odd shaped portion of land for improved maintenance access, and is working to consolidate this portion with the adjacent lot, which would allow for better utilization of this adjacent lot. Council previously approved this consolidation and land sale during the April 11, 2023

The small parcel to be consolidated has Municipal Reserve (MR) designation. When a municipality wishes to dispose of land with a MR designation, the MR designation must first be removed. According to 674(1) of the *Municipal Government Act* before the sale or disposal of municipal reserve a Public Hearing must be held in accordance with section 216.4 of the Act.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

The disposal of a small portion of the MR land will not have a negative impact on the remaining MR land within the parcel. The small area is currently an undeveloped grassed area.



ALIGNMENT WITH STRATEGIC PLAN

5. Governance & Organizational Excellence

RECOMMENDATION (two motions)

To give consent to remove a portion of the Municipal Reserve (MR) designation within Plan 0912831 Block 15 Lot 35MR.

AND

To set a Public Hearing date for July 11, 2023 Regular Council Meeting for the removal of a portion of the Municipal Reserve (MR) designation within Plan 0912831 Block 15 Lot 35MR.



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: *The Place to Grow.*

Mission: *Creating the Place to Grow.*

MEETING DATE: June 27, 2023
SUBJECT: Development of 3 Year Operating Budget
ORIGINATING DEPARTMENT: Corporate Services

BACKGROUND/PROPOSAL:

Council had previously referred the exploration of the development of a three year operating budget to the Strategic Planning Committee.

This item was discussed at the Committee meeting on May 26, 2023.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

Currently, Administration prepares a three year Multi Year Operating Plan which accounts for known one-time items and projected inflation which is accepted by Council and meets the requirements of the MGA. A Plan is a projection of what will occur, to enable other decision making; it is not an approval for spending. A Budget is approved by Council, is in place for the duration stated, is an approval for spending, and may be brought back for amendments during the stated time period.

The Committee considered the Utilities Departments separately from the Organization as a whole.

The Committee is recommending that a three year operating budget be developed for the Utilities Departments, including water, wastewater, and solid waste. This would include the development of user charges. In this model, the operating budget for a three year period would be approved, as well as a framework for dealing with surpluses and deficits during that time.

The Committee is recommending that the three year operating plan for the organization be updated and returned to Council ahead of budgeting for 2024, to use as a starting point in the 2024 budget process.

ALIGNMENT WITH STRATEGIC PLAN

1. Strategically Managed Infrastructure

RECOMMENDATION

That Administration update and bring back the Multi Year Operating Plan (3 years).

AND

That Administration develop a three year operating budget for the Utilities Departments, including a framework for multi-year budgeting.



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: The Place to Grow.

Mission: Creating the Place to Grow.

MEETING DATE: June 27, 2023
SUBJECT: Fire Hall Standby Generator
ORIGINATING DEPARTMENT: Engineering & Infrastructure

BACKGROUND/PROPOSAL:

Administration was directed to release a Request for Quote (RFQ) for the Fire Hall Standby Generator. The RFQ was released April 13, 2023 and closed May 19, 2023.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

This RFQ was for supply and delivery of a standby generator and automatic transfer switch (ATS). The decision to secure the unit first is due to the long lead times for this equipment. The installation of the generator will be conducted under a separate RFQ at the time of delivery.

The Town encouraged bidders to consider used units as part of the request. None of the submissions offered a used unit.

Five submissions were received and compared. The top three submissions were evaluated based on delivery date, cost and warranty, and age (for used equipment) with the ranking as follows:

Submission Details				Evaluation			
Supplier	Manufacturer	Model	Cost	Delivery Date	Supply Cost	New	Total
Western Generator	BlueStar	PS150-01	\$ 89,788.03	44	45	10	99
WestEquip	HiPower	HNI 150 T6U	\$109,564.00	43	44	10	97
Ketek	Winco	PSS 150-4	\$119,862.00	45	43	10	98

Based on the submissions and the above evaluation, Administration recommends engaging Western Generator to finalize procurement details and enter into a supply and delivery agreement.

Approved budget is \$100,000. The installation cost will be determined at the time of delivery and will be brought back to Council for further consideration.

ALIGNMENT WITH STRATEGIC PLAN

1. Strategically Managed Infrastructure

RECOMMENDATION

To authorize Administration to engage with Western Generator to finalize procurement details and enter into a supply and delivery agreement for the Fire Hall Standby Generator for no more than \$90,000



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: *The Place to Grow.*

Mission: *Creating the Place to Grow.*

MEETING DATE: June 27, 2023
SUBJECT: Chinook's Edge School Division – Joint Use Planning Agreement
ORIGINATING DEPARTMENT: Community Services

BACKGROUND/PROPOSAL:

The *Municipal Government Act* now requires a municipality and any school board operating within the boundaries of the municipality to enter into and maintain a joint use and planning agreement.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

The attached agreement includes the joint use of municipal facilities and school board facilities, which are an important tool in providing educational, cultural, and recreational opportunities for residents in the municipality.

This agreement replaces any previous agreement and includes the requirement to address matters relating to the acquisition, servicing, development, use, transfer, and disposal of municipal reserve, school reserve, and municipal and school reserve lands.

Administration has had legal counsel review the agreement, which is a standard agreement used by the school district with other neighboring municipalities. Administration worked with Legal Counsel to improve some of the wording to better protect the town's interest. Both Administration and Legal are happy with the current version of the agreement and are recommending it for approval.

ALIGNMENT WITH STRATEGIC PLAN

1. Strategically Managed Infrastructure
5. Governance & Organizational Excellence

RECOMMENDATION

To approve the Joint Use and Planning Agreement between the Town of Didsbury and Chinook's Edge School Division as presented.

JOINT USE AND PLANNING AGREEMENT

THIS AGREEMENT made this __27__ day of _____ June _____, 2023

BETWEEN:

TOWN OF DIDSBURY

AND

THE CHINOOK'S EDGE SCHOOL DIVISION

WHEREAS:

The *Municipal Government Act* and the *Education Act* require a municipality and any school board operating within the boundaries of the municipality to enter into and maintain a joint use and planning agreement; and

It is the responsibility of the municipality to plan, develop, operate and maintain park and recreational land and facilities within the boundaries of the municipality for recreational purposes and to organize and administer public recreational programs; and

It is the responsibility of the school board to develop and deliver educational programs and to provide the necessary facilities and sites for these programs; and

The joint use of municipal facilities and school board facilities is an important tool in providing educational, cultural and recreational opportunities for residents in a manner that reduces or eliminates the need to duplicate facilities thereby making the most effective use of the limited economic resources of the municipality and school board; and

This agreement replaces any previous agreements between the parties; and

The *Municipal Government Act* allows the municipality to obtain municipal reserve (MR), school reserve (SR) or municipal and school reserve (MSR) as lands within the municipality are subdivided to meet the open space and site needs of the municipality and school board; and

The *Municipal Government Act* and the *Education Act* require that a joint use and planning agreement address matters relating to the acquisition, servicing, development, use, transfer and disposal of municipal reserve, school reserve and municipal and school reserve lands;

NOW THEREFORE IN CONSIDERATION of their mutual commitment to the joint use of facilities and planning of municipal reserve, school reserve and municipal and school reserve lands the parties agree as follows:

1) DEFINITIONS

In this Agreement, the following terms shall be interpreted as having the following meanings:

- a) "Agreement" means this Agreement, as amended from time to time, and any Schedules which are attached hereto and which also may be amended from time to time.
- b) "Arbitration Act" means the *Arbitration Act*, Revised Statutes of Alberta 2000, Chapter A-43, and any regulations made thereunder, as amended from time to time.
- c) "Area Structure Plan" means an area structure plan adopted pursuant to the *Municipal Government Act* and providing direction for land uses for a defined area within the Municipality.
- d) "Board" means the Public Board.
- e) "Calendar Day" means any one of the seven (7) days in a week.
- f) "CAO" means the Chief Administrative Officer of the Municipality.
- g) "Community Use" means use by members of the general public and not a User Group.
- h) "Council" means the municipal council of the Town of Didsbury
- i) "Education Act" means the *Education Act*, Revised Statutes of Alberta 2012, Chapter E-0.3, and any regulations made thereunder, as amended from time to time.
- j) "Effective Date" means _____September 1, 2023_____.
- k) "Facility Plans" means the capital plan and facility plan prepared the Board for approval by the Alberta Government.
- l) "Facility Scheduling Coordinator" means for the Municipality the individual or individuals responsible for coordinating the booking of Joint Use Space provided by the Municipality and for the Board the individual or individuals responsible for coordinating the booking of Joint Use Space provided by the Board.
- m) "Governing Committee" means the committee which includes elected officials as established under this Agreement.

- n) "Hazardous Substance(s)" means the same as hazardous substance defined in the *Environmental Protection and Enhancement Act*, Revised Statutes of Alberta 2000, Chapter E-12, and any regulations thereunder, as amended.
- o) "Joint Use Space" means those portions of a Municipal Facility or School identified in Schedules "A" and "B" as being available for booking by the Parties or User Groups or for Community Use.
- p) "Municipality" means the municipal corporation of the Town of Didsbury, its predecessor, or, where the context so requires, the area contained within the boundaries of the Municipality.
- q) "Municipal Development Plan" means a municipal development plan adopted pursuant to the *Municipal Government Act* and providing direction for future land uses within the Municipality.
- r) "Municipal Facility" means a park, playground, playing field, building or part of a building owned, maintained and operated by the Municipality and includes those facilities identified in Schedule "A".
- s) "Municipal Government Act" means the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26, and any regulations made thereunder, as amended from time to time.
- t) "Operating Committee" means the committee which is comprised of the CAO and Superintendent as established under this Agreement.
- u) "Parties" means the entities signing this Agreement collectively and Party shall mean one (1) of the signatories.
- v) "Public Board" means The Chinook's Edge School Division and any successor board or authority.
- w) "Reserve Land" means municipal reserve, school reserve, or municipal and school reserve, as defined in the *Municipal Government Act*.
- x) "School" means a building which is designed to accommodate students for instructional or educational purposes that is owned or controlled by a Board and includes those facilities identified in Schedules "B".
- y) "School Portion" means the portion of Reserve Land identified for transfer to a Board that includes the school building footprint, any parking, loading or drop off facilities, any landscaped yards around the building, land for a playground equipment site, and land needed for future expansion of the school building based on the ultimate design capacity of the school.
- z) "Superintendent" means the chief executive officer the Board.

- aa) "User Group" means any School or community group that fits within the eligibility criteria set out in the Operating Guidelines and books the use of Joint Use Space during Joint Use Hours.
- bb) Written Notice means the formal receipt of papers that provide specific information by an individual or organization. Such information may be mailed, emailed, or sent un some other form of electronic transmission, I.e. facsimile.

2) SCHEDULES

The following is the list of Schedules to this Agreement:

- Schedule "A" – Municipal Facilities available for Joint Use
- Schedule "B" – School Board Facilities available for Joint Use
- Schedule "C" – Joint Use Times
- Schedule "D" – Operating Guidelines
- Schedule "E" – School Site Planning Guidelines
- Schedule "F" – Dispute Resolution Process

3) TERM, REVIEW AND AMENDMENT OF AGREEMENT

- a) This Agreement shall be in force and effect as of the Effective Date and shall continue to be in effect until such time as it is terminated by the Parties.
- b) The terms and conditions of this agreement shall be reviewed every five (5) years with the first such review scheduled in 2027. The review shall be undertaken by the Operating and Governance Committees. Following the review, the Governance Committee shall recommend how the agreement should be amended.
- c) Except as provided otherwise herein, this Agreement shall not be modified, varied or amended except by the written agreement of all of the Parties.

4) WITHDRAWAL AND TERMINATION

- a) No party to this Agreement shall unilaterally withdraw or terminate this Agreement.

- b) Where one or more Parties view this Agreement as no longer meeting their interests, they shall give all Parties written notice of their request to review and/or amend all or parts of this Agreement.
- c) If written notice requesting a review is received, all Parties shall commence a review of this Agreement within 30 calendar days of the date the last Party received the written notice and shall seek consensus on the updates and amendments.
- d) Until such time as an amended agreement or replacement agreement has been created and agreed upon by all Parties, the terms and conditions of this Agreement shall remain in effect.

5) PRINCIPLES

The Parties agree that in entering into this Agreement they are committing to the following Principles with respect to the joint use of municipal and school board facilities:

Respect for Autonomy - Each of the Parties is an independent, autonomous entity and has the right to determine which of their facilities shall be made available as Joint Use Space based on what the Board and Municipal Council believe to be in the best interests of the people they serve.

Cooperation and Partnership - The Parties shall work together as partners, recognizing that the needs of the public for educational, cultural and recreational opportunities can best be achieved through a combination of their respective resources and by the Parties working in conjunction with each other.

Efficiency and Effectiveness - The joint use of Municipal Facilities and Schools is an important tool in providing a high standard of educational, cultural and recreational opportunities for residents in a manner that reduces or eliminates the need to duplicate facilities thereby saving costs and making the most effective use of the limited economic resources of the Parties.

Fairness and Equity - The costs of providing joint use space are to be borne fairly and equitably by the Parties with the intent of keeping costs charged to the other Parties or public users of Joint Use Space to a minimum.

Transparency and Openness - The Parties shall make available to each other such information as is necessary to make this agreement successful.

6) CONSULTATION WITH OTHER MUNICIPALITIES

- a) The Parties acknowledge that the Schools that are available as Joint Use Space may be accessed by community groups, residents and user groups that are located or reside outside the Municipality in accordance with a Joint Use and Planning Agreement with other municipalities.
- b) The Parties further acknowledge that the Schools that are currently located within the Municipality have been designed, built and funded for and by ratepayers within the Municipality's boundaries and ratepayers beyond the Municipality's boundaries.
- c) In lieu of a single agreement involving participation by all of the municipalities in which the Board operates, the Parties agree to consult and involve other municipalities that are served by the Board on an issue by issue basis as needed to share access to the Schools and to plan for and acquire future School sites. One or more separate agreements between the Parties and these other municipalities may be created as needed.
- d) When consultation with one or more municipalities is required, the consultations shall begin with a meeting, held in person or by electronic means, of the members of the Operating Committee and the equivalent or similar committee established between the Board and the other municipalities.

7) MEETING OF COUNCIL AND BOARD

- a) Council of the Municipality and the members of the Boards shall meet at least every four (4) years to discuss issues of mutual interest.
- b) Each meeting shall be chaired by the Mayor or the Chairperson of the Board on a rotational basis. Secretarial support shall be arranged for the meeting by the Party that is chairing that meeting.
- c) Any Party can submit an item to be included on the agenda for the meeting provided it is given to the Party chairing the meeting at least 5 calendar days prior to the date of the meeting. It is intended that the topics explore high level considerations to assist the Governing Committee in more detailed discussions.
- d) Minutes shall be kept for all meetings of Council and the Board. Copies of the minutes of a meeting shall be provided to all Parties within 14 calendar days of the date of the meeting.

8) GOVERNING COMMITTEE

- a) The Governing Committee shall consist of two (2) Council members and the CAO or their designate and two (2) Board members and the Superintendent or their designate from the Board. The Governing Committee shall meet on an “as needed” basis.
- b) The role of the Governing Committee shall be to provide recommendations to the Council and Board regarding:
 - i) Reviews of this Agreement and proposed amendments to this Agreement from time to time; and
 - ii) Resolution of any issues or matters of disagreement that arise.
- c) Quorum of the Governing Committee shall consist of at least two representatives from each Party attending each agreed upon meeting. The Governing Committee may adopt such rules of procedure as may be agreed upon by its members.
- d) The CAO and Superintendent may be accompanied by administration, staff and/or resource personnel as deemed necessary by the CAO or the Superintendent.
- e) Meetings of the Governing Committee shall be considered in-camera to encourage and facilitate frank and open discussion. All decisions of the Governance Committee shall require consensus of its members.

9) OPERATING COMMITTEE

- a) The Operating Committee shall consist of the CAO (or designate) of the Municipality and the Superintendent (or their designate) of the Board.
- b) The Operating Committee shall oversee the operation of this Agreement.
- c) The role of the Operating Committee shall be to:
 - i) formulate policy recommendations related to joint use of Municipal and School Facilities for consideration by Council and the Board;
 - ii) provide a forum to discuss issues of mutual interest related to joint use and formulate recommendations regarding amendments to this Agreement, including the Operating Guidelines, for consideration by Council and the Board;
 - iii) formulate and approve Operating Directives, based on the Operating Guidelines, for specific facilities and types of use as needed;

- iv) review any approved Operating Directives on an annual basis;
 - v) provide a forum for the operational concerns of the Parties to be discussed;
 - vi) consult with and provide a forum through which the public can express concerns or opinions with respect to the operation or use of Joint Use Space, the Operating Guidelines and Operating Directives;
 - vii) where possible, resolve or recommend solutions to resolve day to day operational concerns or difficulties related to the use of Joint Use Space by the Parties or the public;
 - viii) review the Facility Plans of the Board annually;
 - ix) review any proposed amendments or updates of the Municipality's Municipal Development Plan and Area Structure Plans and Concept Plans to ensure the proposed plans or amendments reflect the identified and projected needs of the Parties;
 - x) determine how available or proposed school sites are allocated based on the annual review of the updated Facility Plans of the Board;
 - xi) develop a draft agenda for any meeting of the Council and the Board or the Governing Committee; and
 - xii) undertake a formal review of this Agreement as and when required and communicate their findings of the review to the Governing Committee.
- d) The Operating Committee shall meet at least once a year and may meet more frequently if required. Meetings of the Operating Committee may be in person or conducted by telephone or video conferencing.
 - e) The meetings shall be chaired by the CAO or their designate. Secretarial support for each meeting shall be arranged by the CAO.
 - f) The Operating Committee shall adopt such rules of procedure as may be agreed upon by its members.
 - g) All decisions of the Operating Committee shall require the consensus of its members. In the event that the Operating Committee cannot reach a consensus on the issue, the matter shall be referred to the Governance Committee for resolution or direction as to how the matter should be resolved.
 - h) Minutes shall be kept for all meetings of the Operating Committee. Copies of the minutes of the meetings shall be provided to all Parties.

- i) Members of the Operating Committee may bring to the meetings of the Operating Committee additional staff from the Municipality and/or the Board or resource personnel, as necessary, to provide assistance to the members of the Operating Committee in the carrying out of their responsibilities under this Agreement.
- j) The Operating Committee may delegate any of its responsibilities to a subcommittee or subcommittees.

10) JOINT USE SPACE

- a) The Municipality shall make available, to the Board, those Municipal Facilities identified as Joint Use Space in Schedule "A". The Municipality shall not charge fees for the use of Joint Use Space except as allowed by the Operating Guidelines and any applicable Operating Directive(s).
- b) The Board shall make available, to the Municipality and community groups, those portions of Schools identified as Joint Use Space in Schedules "B" respectively. The Board shall not charge fees for the use of Joint Use Space except as allowed by the Operating Guidelines and any applicable Operating Directive(s).
- c) The Parties shall not allow Joint Use Space to be used by groups or individuals during the Joint Use Hours identified in Schedule "C" unless such use respects the Operating Guidelines, and any applicable Operating Directive(s), in effect from time to time.
- d) The CAO may, upon six (6) months written notice to the Board, amend Schedule "A" to either add to or remove from the list of Joint Use Space provided by the Municipality, all or any portion of a Municipal Facility.
- e) The Superintendent of the Board may, upon six (6) months written notice to the Municipality, add to or remove from the list of Joint Use Space provided by the Board, all or any portion of one or more of their Schools.
- f) Notice of the removal of all or any portion of a Joint Use Space from the list of Joint Use Space available shall include a written explanation as to why the specific Joint Use Space will no longer be available for use. The Parties agree that the written explanation shall be shared with the public.

- g) Notwithstanding any other provision in this Agreement or its Schedules, the Principal of a School or the respective manager of a Municipal Facility, shall be able to determine if a particular use will be allowed to occur in their School or Facility.
- h) Appeals from a refusal by a Principal or manager of a Municipal Facility to allow a particular use within their School or Municipal Facility shall be made:
 - i) in the case of a School, first to the Principal's Superintendent and thereafter to the Board; and
 - ii) in the case of a Municipal Facility, first to the CAO and thereafter to Council.
- i) Notwithstanding any other provision in this Agreement, the Municipality and/or the Board may remove from the list of Joint Use Space any facility or portion of a facility, either on a permanent or temporary basis, if the facility or portion of a facility is needed by the Party to meet its responsibilities or to provide services or programs to its constituents.

11) OPERATING GUIDELINES FOR JOINT USE SPACE

The Parties hereby agree to be bound by and comply with the Operating Guidelines which are attached to this Agreement as Schedule "D".

12) ACQUISITION AND ALLOCATION OF FUTURE SCHOOL SITES

- a) The Board shall communicate their need to construct a new school that is to be located within the Municipality or intended to serve residents of the Municipality, to the Municipality as early as possible.
- b) The decision of where and when to propose construction of a new school and the identification of the area to be served by that school shall be at the sole discretion of the respective Board.
- c) Where construction of a school that will serve two or more Municipalities is proposed, the Board shall notify all of the involved Municipalities to enable early consultation on the availability and acquisition of a site.
- d) The Municipality shall, to the best of their ability given the constraints of the *Municipal Government Act*, the evolving nature of information as to the needs of the Parties, and the demographics of the community, plan for a sufficient number of school sites to meet the anticipated needs of the Board.

- e) The Municipality shall use their Municipal Development Plan to identify the number, general size and location of existing and future school sites.
- f) In determining the number, location and size of school sites to be identified, the Municipality shall follow the School Site Planning Guidelines outlined in Schedule "G". The number of school sites to be identified shall be based on the existing and projected future number of students that will reside in the area covered by the Municipal Development Plan, Area Structure Plan or Concept Plan once the area is fully developed and based on the best information available at the time that the Plan is prepared or amended.
- g) There shall be no pre-allocation of School sites to the Board nor shall School sites be identified as available to only one Board (if multiple Boards operate within the Municipality) in the Municipal Development Plan, Area Structure Plan or Concept Plan.
- h) Allocation of an available school site shall be made by the Operating Committee once the need to construct a new school has been identified. If construction on an allocated site has not commenced within three (3) years of the site being allocated to a Board.
- i) If there are competing claims between two (2) or more Boards for one available school site, the Boards shall, at their own cost, resolve the question of site allocation between themselves.
- j) The Municipality shall use its ability under the *Municipal Government Act* to require Reserve Land to be dedicated as lands within the Municipality are subdivided to provide School sites in accordance with the Municipal Development Plan or Area Structure Plan or Concept Plan. The Municipality shall not be obligated to acquire lands for School sites using any other resources at the Municipality's disposal. The decision to commit the use other resources at its disposal to acquire a School site shall be at the sole discretion of the Municipality.
- k) The Board acknowledge that Reserve Land dedication at the time of subdivision is also used to address the open space needs of the Municipality and the amount of land or money-in-lieu of land dedication shall be divided between the need for School sites and the open space plans of the Municipality.
- l) The Municipality may collect money-in-lieu of land dedication at time of subdivision in accordance with the policies of the Municipality. All money-in-lieu of land dedication shall be paid to the Municipality. All money-in-lieu of land dedication shall be allocated as allowed under the *Municipal Government Act* at the sole discretion of the Municipality.
- m) In the event that a School site is required prior to a planned site being created through the subdivision process, the Municipality shall approach the owner of the land containing the planned School site about providing the site earlier than originally expected through a

pre-dedication process. The Board may assist the Municipality; however, in all dealings with the owner(s) of the land, the Municipality shall be present and lead the discussions.

13) SERVICING AND DEVELOPMENT OF SCHOOL SITES

- a) All School sites shall be serviced to the property line prior to transfer to a Board.
- b) The services to be provided include, but are not limited to: water, wastewater, storm drainage, power, natural gas, telecommunications, roads and sidewalks.
- c) Where one or more services are not available at the property line of the School site, the Municipality shall provide the services subject to the legal and financial ability of the Municipality to do so.
- d) Offsite levies or any similar charges for municipal infrastructure shall not be charged against development on any School site. This restriction does not apply to capital costs that may be included in a utility rate structure for use of the utility.

14) FACILITY AND SITE SPECIFIC AGREEMENTS

- a) When two or more of the Parties decide to create a shared site and/or facility, a separate agreement shall be prepared specific to that site and/or facility.
- b) The agreement shall address:
 - i) The broad purpose and parameters of the partnership that is being created;
 - ii) The nature of the site and/or facilities that are involved;
 - iii) The financial or in kind contributions to be made by each of the Parties;
 - iv) Operating Guidelines and Operating Directives specific to the site and/or facility for ongoing operations;
 - v) Capital cost and operating cost sharing arrangements and responsibilities between the Parties; and
 - vi) A process for dissolving the partnership, disposing of the site or retiring the facility.

15) TRANSFER OF SCHOOL SITE

- a) All Reserve Land intended to accommodate a School shall initially be dedicated as municipal reserve and be owned by the Municipality.
- b) The Municipality shall only transfer the School Portion of Reserve Lands intended to accommodate a School to a Board.
- c) The School Portion shall be transferred to a Board once:
 - i) The Board has an identified need for the School site;
 - ii) The Board has approval of the funding for the design of the School on the site;
 - iii) The Board has applied for a development permit for the School and has submitted a site plan and building plans to the Municipality; and
 - iv) The School Portion has been or is in the process of being subdivided from the other Reserve Land for registration as school reserve with Land Titles.
- d) All costs associated with the transfer of the School Portion to a Board shall be paid by the Municipality. This shall include the costs of any required subdivision and registration of required plans and documents at Land Titles.

16) DISPOSAL OF UNNEEDED SCHOOL SITES

- a) In the event that Reserve Land is not needed by the Board, the Board shall first offer to transfer the Reserve Land back to the Municipality unless the Board is prohibited from so doing by the Education Act or other legislation.
- b) The Municipality shall have one hundred and eighty (180) calendar days from the Board notifying the Municipality in writing of its intention to cease use of the Reserve Land to confirm whether it agrees to take back the Reserve Lands. The School Board shall provide to the Municipality all available information regarding the Reserve Land and facilities on the Reserve Land, including any potential presence and nature of any Hazardous Substances, at the time that the offer to the Municipality is made. The Municipality shall have the right to enter the Reserve Land and any facilities on the Reserve Land for the purposes of carrying out any required assessments, tests and studies.
- c) If the Municipality opts to acquire the Reserve Land, and there are no Board owned facilities on it, the Municipality shall take the Reserve Land as is, where is. The Reserve Land shall be transferred

to the Municipality at no cost to the Municipality except for the cost of registering the transfer of land document.

d) If the Municipality opts to acquire the Reserve Land, and the land has Board facilities on it, the Municipality shall take the Reserve Land as is, where is, including all buildings and improvements on the Reserve Land, at no cost or as otherwise agreed upon between the Municipality and the Board.

e) In the event that the Municipality elects not to assume ownership or the Board is prohibited from transferring the Reserve Land by the Education Act or other legislation, the Parties agree to meet and discuss alternative means of disposing of the site. This may include:

- i) Redevelopment of the entire site for a different use that is compatible with existing and future uses on lands near the site, including any environmental remediation that may be required, or
- ii) Subdividing the play fields or open space portion of the site from the School Portion to enable the Municipality to acquire the non-School Portion and the Board to sell the School Portion.

17) DISPUTE RESOLUTION

- a) Operational issues shall be addressed initially by administrative staff of the respective facilities. In the event that the administrative staff is unable to resolve an operational issue then such issue shall be brought forward to the Operating Committee in a timely manner. The decision of the Operating Committee regarding operational issues shall be final and binding.
- b) The Parties agree to follow the Dispute Resolution Process outlined in Schedule "F" for non-operational disputes.

18) APPLICABLE LAWS

This Agreement shall be governed by the laws of the Province of Alberta.

19) INTERPRETATION

- a) Words expressed in the singular shall, where the context requires, be construed in the plural, and vice versa.

- b) The insertion of headings and sub-headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.

20) TIME OF THE ESSENCE

Time is to be considered of the essence of this Agreement and therefore, whenever in this Agreement either the Municipality or the Board is required to do something by a particular date, the time for the doing of the particular thing shall only be amended by written agreement of the Municipality and the Board.

21) NON-WAIVER

The waiver of any covenants, condition or provision hereof must be in writing. The failure of any Party, at any time, to require strict performance by the other Party of any covenant, condition or provision hereof shall in no way affect such Party's right thereafter to enforce such covenant, condition or provision, nor shall the waiver by any Party of any breach of any covenant, condition or provision hereof be taken or held to be a waiver of any subsequent breach of the same or any covenant, condition or provision.

22) NON-STATUTORY WAIVER

The Municipality in entering into this Agreement is doing so in its capacity as a municipal corporation and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the Municipality of any approval or permit as may be required pursuant to the *Municipal Government Act* and any other Act in force in the Province of Alberta. The Municipality, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the Municipality, its Council, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a municipal council and as the officers, servants and agents of a municipal government.

The Board in entering into this Agreement is doing so in its capacity as a school board and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the Board of any approval or permit as may be required pursuant to the *Education Act* and any other Act in force in the Province of

Alberta. The Board, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the Board, its Board of Trustees, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a school board and as the officers, servants and agents of a school board.

23) SEVERABILITY

If any of the terms and conditions as contained in this Agreement are at any time during the continuance of this Agreement held by any Court of competent jurisdiction to be invalid or unenforceable in the manner contemplated herein, then such terms and conditions shall be severed from the rest of the said terms and conditions, and such severance shall not affect the enforceability of the remaining terms and conditions in accordance with the intent of these presents.

24) FORCE MAJEURE

- a) Force majeure shall mean any event causing a *bona fide* delay in the performance of any obligations under this Agreement (other than as a result of financial incapacity) and not caused by an act, or omission, of either party, or a person not at arm's length with such party, resulting from:
 - i) an inability to obtain materials, goods, equipment, services, utilities or labour;
 - ii) any statute, law, bylaw, regulation, order in Council, or order of any competent authority other than one of the parties;
 - iii) an inability to procure any license, permit, permission, or authority necessary for the performance of such obligations, after every reasonable effort has been made to do so;
 - iv) a strike, lockout, slowdown, or other combined action of works;
 - v) an act of god.
- b) No Party shall be liable to the other Parties for any failure to comply with the terms of this Agreement if such failure arises due to force majeure.

25) INSURANCE

In addition to any other form of insurance, as the Parties may reasonably require against risks, which a prudent owner under similar circumstances and risk would insure, the Parties shall at all times carry and continue to carry comprehensive general liability insurance in the amount of not less than FIVE MILLION (\$5,000,000) DOLLARS per occurrence in respect to bodily injury, personal injury or death, and when applicable, course of construction insurance in an amount to be determined based on the value of the anticipated construction project, as would be placed by a prudent contractor. The comprehensive general liability insurance shall have an endorsement for occurrence property damage, contingent employer's liability and broad form property damage. The insurance to be maintained by each Party herein shall list each of the other Parties as an additional named insured. The amount and type of insurance to be carried by the Parties pursuant to clause may be varied from time to time by written agreement of the Parties. The insurance carried by the Parties pursuant to this clause shall contain, where appropriate, a severability of interests' clause or a cross liability clause.

26) INDEMNIFICATION

Each Party (the "Indemnifying Party") to this Agreement shall indemnify and hold harmless the other Parties (the "Non-Indemnifying Parties"), their employees, servants, volunteers, and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act of omission of the Indemnifying Party, its employees, servants, volunteers or agents in the performance and implementation of this Agreement, except for claims arising out of the sole negligence of one or more of the Non-Indemnifying Parties, its employees, servants, volunteers or agents.

27) NON-ASSIGNMENT OR TRANSFER

No Party may assign, pledge, mortgage or otherwise encumber its interest under this Agreement without the prior written consent of the other Parties hereto, which consent may be arbitrarily withheld. Any assignment, pledge or encumbrance contrary to the provisions hereof is void.

28) SUCCESSORS

The terms and conditions contained in this Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Municipality and the Board.

29) NOTICES

All and any required written notices in the performance and implementation of this Agreement shall be directed to the CAO and the Superintendent using the mailing address for their respective offices as shown below:

The Chinook's Edge School Division
4904 50 Street
Innisfail, AB T4G1W4

The Town of Didsbury
Box 790
Didsbury, AB T0M 0W0

Email notification to the CAO or Superintendent may also be used to provide written notices required or described in this Agreement.

IN WITNESS WHEREOF the Parties execute this Agreement by the hands of their respective, duly authorized signatories:

TOWN OF DIDSBURY

PER: _____

PER: _____

THE CHINOOK'S EDGE SCHOOL DIVISION

PER: _____

PER: _____

Schedule “A” – Municipal Facilities Available for Joint Use

Name of Facility	Legal Description of Parcel(s) Containing Facility	Description of Facility and Amenities
Didsbury Memorial Complex	1702 21 Avenue, Plan 9310170; Lot 1 in the Town of Didsbury	Didsbury Aquatic Centre – pool, waterslide, hot tub, steam room Didsbury Arena – regulation ice surface plus leisure ice surface Didsbury Curling Rink – four sheets of curling ice
Didsbury Jets Ball Diamond	1702 21 Avenue, Plan 9310170; Lot 2 in the Town of Didsbury	Ball diamond
Didsbury Memorial Park	Off 16 Avenue & Highway 582 Plan 0210674; Block 1, Lot 4 in the Town of Didsbury	Three ball diamonds, walking path

Schedule “B” – School Board Facilities Available for Joint Use

Name of School	Legal Description of Parcel(s) Containing School	Description of Facility and Amenities
Ross Ford Elementary School	Plan 1414HU Blk A in the Town of Didsbury	Gym, playground and field
Westglen School	Plan 2835FS Parcel G, Plan 3779 JK Portion of lot "R", NE 5-2-31-131SR in the Town of Didsbury	Gym, playground and field
Didsbury High School	Plan 0412360 Block 1 lot 2MSR, Plan 0412360 Block1, Lot 1, SE 5-2-31-24 in the Town of Didsbury	Gym, playground and field

Unless specifically noted otherwise, Joint Use Space shall only include gymnasiums. regular classrooms, library space, music rooms, drama rooms, technology rooms and other specialized classrooms shall not be included as Joint Use Space unless listed in the table above, unless agreed upon by the Parties on a case-by-case basis.

Schedule "C" – Joint Use Times

Facility Type	Available Times
Ross Ford Elementary School	Monday through Friday between 17:30 and 21:00 and Saturdays and Sundays between 08:00 and 17:00
Westglen School	Monday through Friday between 17:30 and 21:00 and Saturdays and Sundays between 08:00 and 17:00
Didsbury High School	Monday through Friday between 17:30 and 21:00 and Saturdays and Sundays between 08:00 and 17:00
Municipal Facilities for School Use	Monday through Friday between 08:30 and 15:30, on days that classes are in session
Playing Fields and Playgrounds for School Use	Monday through Friday between 08:30 and 15:30, on days that classes are in session
Playing Fields on Board Property for Non-School Use	Monday through Friday between 08:30 and 15:30, on days that classes are in session

School Buildings shall not be available on Statutory Holidays, School breaks (including the months of July and August), District closures and annual maintenance shutdowns. Board use of Municipal Facilities is limited to Monday through Friday (on days school is in session) between September and June inclusively.

Community use of School Facilities on outside of Joint Use Hours may be considered through special request.

School use of Municipal Facilities during July and August for Summer School Sessions shall be considered based upon the availability of the facility.

From time to time it is understood the Schools will be unavailable due to them becoming polling stations for provincial or federal elections.

Schedule “D” – Operating Guidelines for Joint Use Space

User Group Eligibility

To be eligible to use a Joint Use Space in a School, a user group must:

- Provide a current membership roster to the Facility Scheduling Coordinator
- Satisfy the Facility Scheduling Coordinator that at least seventy-five (75) percent of the members of the group or participants are residents of the Municipality or another Municipality served by the School Board that owns the facility to be booked
- Engage in activities that are recreational, cultural or educational in nature
- If it is a political group, be a locally based affiliate of a registered provincial or federal party or be for the purpose of local government
- Be non-profit
- Undertake, in writing, to have their members and participants uphold the rules and regulations of these Operating Guidelines

To be eligible to use a Municipal Facility that is a Joint Use Space, a User Group must be affiliated with a school or a program or event offered by a school that is located within the geographic boundary of the Municipality and their Board must be party to this agreement.

A User Group may be barred from using Joint Use Space if:

- The group has failed to pay fees related to the group’s prior use of any Joint Use Space
- The group has failed to provide the required insurance
- The group has failed to pay for damages which occurred as a result of the group’s prior use of any Joint Use Space
- The past conduct of the group, or members of the group or invited participants, during the use of Joint Use Space was, in the opinion of the Principal, Facility Manager, or Facility Scheduling Coordinator inappropriate, or not in keeping with the rules and regulations of the Joint Use Space that was booked, or, if repeated, would be likely to cause damage to the Joint Use Space

In the case of a School, any user group that is barred from the use of Joint Use Space may appeal the decision first to the Principal’s Superintendent and thereafter to the appropriate Board. In the case of a Municipal Facility, a barred User Group may appeal first to the CAO and thereafter to Council.

Insurance Coverage

In addition to any other form of insurance a User Group may reasonably require for risks against which a prudent user under similar circumstances and risk would insure, a User Group shall be required to carry General Liability Insurance naming the Municipality and the Board in whose building or on whose land they are conducting their activities as additional insureds.

The minimum insurance requirement shall be \$2 Million.

Booking Joint Use Space

Booking the use of Joint Use Space within Schools by User Groups shall be made through the Facility Scheduling Coordinator for the School.

Booking School use of Municipal Facilities identified as Joint Use Space shall be made through the Municipality's Facility Scheduling Coordinator.

Cancellation of Bookings

A booking for use of Joint Use Space within a School may be cancelled at any time by the School principal. The principal shall provide as much notice as reasonably possible to the Facility Scheduling Coordinator of the cancellation. The Facility Scheduling Coordinator shall notify the scheduled User Group.

A User Group may cancel their booking for the use of Joint Use Space within a School at any time with notice to the Facility Scheduling Coordinator of the respective Board.

A booking for use of Joint Use Space within Municipal Facilities may be cancelled at any time by the Facility Scheduling Coordinator. The Facility Scheduling Coordinator shall provide as much notice as reasonably possible to the scheduled User Group.

A User Group may cancel their booking for the use of Joint Use Space within Municipal Facilities at any time with notice to the Facility Scheduling Coordinator.

If the scheduled use required specially trained or technical staff to be available, the User Group may still be charged for such services if the cancellation is made by the User Group less than seventy-two (72) hours before the scheduled booking.

Fees for Joint Use Space

Fees charged to any Party to this Agreement or to any User Group for the use of Joint Use Space within Joint Use Hours shall be limited to:

- The use of specialized equipment
- Wear and tear on the facility and/or equipment
- The provision of specially trained or technical staff (e.g. swimming lesson instructors, lifeguards, theatre technicians,
- computer lab technicians necessary for the use of the Joint Use Space
- Any additional janitorial or custodial services related to the use of the Joint Use Space
- The provision of supervisory staff or hosts related to the use of the Joint Use Space

A fee schedule will be updated annually by the Board for the use of space within schools.

Equipment

The right to use Joint Use Space includes the right to, within a gymnasium space, make use of badminton and volleyball posts and basketball hoops. The right to use Joint Use Space does not include the right to use score clocks or other specialized equipment. Any and all equipment required by a User Group must be requested at the time of booking.

Custodial Responsibility and Building/Facility Maintenance Responsibility

The respective School Board shall be responsible for custodial and janitorial services and building/facility maintenance for any Joint Use Space owned by that Board.

The Municipality shall be responsible for custodial and janitorial services and building/facility maintenance for any Joint Use Space owned by the Municipality.

Damages to Joint Use Space

For Joint Use Space in a School, the Municipality shall be responsible for the recovery of costs to repair damage that occurred in Joint Use Space during the use of that space by a User Group that is not affiliated with the respective Board that owns the facility that was damaged.

For Joint Use Space in a Municipal Facility, each Board shall be responsible for damage occurring in Joint Use Space during the use of that space by their respective Schools.

Playing Fields and Playgrounds

For the purposes of this section, the following definitions shall apply:

“Playfield or Playing Field” means a designated outdoor playing area designed for various sports and includes rectangular turf fields and ball diamonds.

“Playfield Maintenance” means the regular mowing, fertilizing and lining of playfields.

“Playground” means an area designed for outdoor play or recreation, especially by children, and often containing recreational equipment such as slides and swings.

“Refurbishment” means to aerate, top dress and over seed taking the playfield off line for a 12 month period.

“Re-development” means the stripping and grading of the playfield to reshape the grade and/or the complete replacement of the top soil, finished surface (seed/sod/shale) and the replacing of goal posts or back fields. Redevelopment would anticipate the closure of the playfield for up to two years.

Maintenance of playing fields on Municipal lands shall be the responsibility of the Municipality and maintenance of playing fields on School lands shall be the responsibility of the respective Board. The Parties agree to ensure that field markings are in place at the commencement of the spring/summer season. The Board will not be responsible for field markings that are not required for the School to perform its function. Additional field markings will not be provided by the School.

Each Party shall perform regular assessments on playfield conditions to determine short term and long term maintenance, or as appropriate, refurbishment required for each playfield. The Parties shall advise each other of any major refurbishment or redevelopment of playfields.

Each Party shall be responsible for the development of playing fields, including the construction of soccer pitches and softball or baseball diamonds, located on their respective lands.

Upgrades to playing fields located on Municipal lands that are desired or required by a Board shall be the responsibility of the Board. All costs of such upgrades shall be paid by the Board requiring the upgrade. If a playing field has been upgraded by a Board, the responsibility for maintaining that playing field shall pass to the Board and all costs of maintaining the upgraded playing field shall be paid by the Board.

Maintenance of playgrounds shall be the responsibility of the Party upon whose lands the playground is located. Maintenance of playgrounds does not include or guarantee replacement of the playground.

Despite the identity of the Party that funded or installed a playground, the Party upon whose land it is located shall at all times have the right to remove the playground if ongoing maintenance of the playground is unwarranted due to safety concerns, or because of costs associated with ongoing

maintenance. The replacement of the playground is at the sole discretion of the Party upon whose land it is located.

Schedule “F” – School Site Guidelines

The parameters contained in this Schedule shall be applied when planning future school sites in a Municipality’s Municipal Development Plan, Area Structure Plan or Concept Plan.

Size of Site

The size of school sites to be included in the Municipality’s plan shall be based on the types of schools needed over the long term and the grade configurations and minimum design for student capacity per school used the Board.

For the Public Board the following guidelines apply:

School Type	Grade Configuration	Design Capacity (Number of Students)	Land for School Portion	Land for Playing Fields	Total Land Needed
Elementary	K-3, K-4, K-5	400 to 600	4 to 5 acres	6 to 7 acres	10 to 12 acres
Elementary/Middle	K-8	500 to 800	5 to 6 acres	7 to 8 acres	12 to 14 acres
Middle	6-8	500 to 600	5 to 6 acres	7 to 8 acres	12 to 14 acres
Junior/Senior High	7-12	500 to 800	6 to 7 acres	7 to 8 acres	13 to 15 acres
High School	10-12	400 to 1000	7 to 8 acres	13 to 14 acres	20 to 22 acres
K to 12 School	K-12	600 to 800	6 to 7 acres	7 to 8 acres	13 to 15 acres

The acreage guidelines outlined in the tables above are approximate acreages. The land required may vary depending on site configuration, topography, natural vegetation, special site conditions, or shared facilities adjacent to the school site.

Each school site shall be of adequate size to meet the initial and future expansion needs of the school.

Where possible, school sites shall be located across quarter section lines to make use of reserve dedication from two quarter sections to create a larger, shared site for two schools. For example, two elementary schools may share a set of playing fields requiring a total site area of 15 to 18 acres rather than 20 to 24 acres for two separate sites.

Where possible sites for high schools shall be created using reserve dedication; however, acquisition of additional land will likely be needed to create the size of site required. In these circumstances, a separate agreement shall be negotiated between the Parties involved in the acquisition of the site.

The following design consideration will be applied during the preparation of a statutory plan or the review of subdivision applications, where applicable:

Site Shape and Configuration

Each school site shall have a core area that is generally rectangular in shape with proportions of 2 to 3 units of width and 3 to 5 units of length (e.g. 160m width and 240m length). The core area must account for 80 to 90 percent of the total site area.

Site shapes that consist of curves, triangular areas or narrow spaces shall be avoided.

Frontage along a Public Street

Where possible, each school site shall have frontage along two public streets that intersect at a corner of the site.

Where frontage along only one public street is available, it shall be a continuous frontage along the entire length of one side of the site.

Accessible to Several Modes of Travel

Each school site shall be located on a road capable of accommodating school bus traffic and private automobile traffic related to the school.

Each school site shall have onsite pedestrian connections and connections to any pedestrian network linking the site to surrounding community.

Each site shall accommodate bicycle access and on-site bicycle parking facilities.

Site Topography and Soil Conditions

Each school site shall have geo-technical and topographic conditions that are suitable for the construction of a large building. This includes suitable soil conditions for foundations, no known contaminants and generally level terrain.

Flexibility for Design

Each school site shall not be encumbered with utilities and utility rights of way that divide the site or otherwise reduce the options for the placement of buildings and improvements.

No storm water management ponds shall be incorporated into the school site or the playing fields adjacent to a school.

Access to Services

Each school site shall be located where access to a sewage collection and disposal system, water system, storm drainage services and three phase power is available or can be made available.

Schedule “G” – Dispute Resolution Process

Step 1: Notice of Dispute

1. When any Party believes there is a dispute under this Agreement and wishes to engage in dispute resolution, the Party alleging the dispute must give written notice of the matter(s) under dispute to the other Parties.
2. During a dispute, the Parties must continue to perform their obligations under this Agreement.

Step 2: Negotiation

3. Within 14 calendar days after the notice of dispute is given, each Party must appoint representatives to the Governing Committee to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.
4. Each Party shall identify the appropriate representatives who are knowledgeable about the issue(s) under dispute and the representatives shall work to find a mutually acceptable solution through negotiation. In preparing for negotiations, the Parties shall also clarify their expectations related to the process and schedule of meetings, addressing media inquiries, and the need to obtain Council and Board ratification of any resolution that is proposed.
5. Representatives shall negotiate in good faith and shall work together, combining their resources, originality and expertise to find solutions. Representatives shall attempt to craft a solution to the identified issue(s) by seeking to advance the interests of all Parties. Representatives shall fully explore the issue with a view to seeking an outcome that accommodates, rather than compromises, the interests of all concerned.

Step 3: Mediation

6. In the event that negotiation does not successfully resolve the dispute, the Parties agree to attempt mediation. The representatives must appoint a mutually acceptable mediator to attempt to resolve the dispute by mediation, within 14 calendar days of one Party's indication that negotiation has not resolved matters, nor be likely to. The Party giving such notice shall include the names of three mediators. The recipient Party shall select one name from the short list and advise the other Party of their selection within 10 calendar days of receipt of the list. The Parties shall thereafter co-operate in engaging the selected mediator in a timely manner.

7. The Party that initiated the dispute resolution process, must provide the mediator with an outline of the dispute and any agreed statement of facts within 14 calendar days of the mediator's engagement. The Parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
8. The mediator shall be responsible for the governance of the mediation process. The Parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute. Time shall remain of the essence in pursuing mediation, and mediation shall not exceed ninety (90) calendar days from the date the mediator is engaged, without further written agreement of the parties.
9. All proceedings involving a mediator are without prejudice, and, unless the Parties agree otherwise, the cost of the mediator must be shared equally between the Parties.
10. If a resolution is reached through mediation, the mediator shall provide a report documenting the nature and terms of the agreement and solutions that have been reached. The mediator report will be provided to each Party.
11. If after ninety (90) calendar days from engagement of the mediator, or longer as agreed in writing by the Parties, resolution has not been reached, the mediator shall provide a report to the Parties detailing the nature of apparent impasse and/or consensus.

Step 4: Arbitration

12. In the event that Mediation does not successfully resolve the dispute, the Parties agree to move to Arbitration within 30 calendar days of receipt of the mediator's report, including appointing an arbitrator within that time. If the representatives can agree upon a mutually acceptable arbitrator, arbitration shall proceed using that arbitrator. If the representatives cannot agree on a mutually acceptable arbitrator, each Party shall produce a list of three candidate arbitrators. In the event there is agreement on an arbitrator evident from the candidate lists, arbitration shall proceed using that arbitrator.
13. If the representatives cannot agree on an arbitrator, the Party that initiated the dispute resolution process must forward a request to the Minister of Education to appoint an arbitrator within 30 calendar days of the expiry of the time period in clause 12. Should the Minister of Education agree to appoint an arbitrator, the Parties agree to proceed using that arbitrator. Should the Minister of Education decline to appoint an arbitrator, then a request to appoint an arbitrator shall be made to the Court of Queen's Bench.

14. Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices and procedures shall be the same as those in the *Arbitration Act*.
15. Subject to an order of the arbitrator or an agreement by the Parties, the costs of the arbitrator and arbitration process must be shared equally between the Parties.



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: *The Place to Grow.*

Mission: *Creating the Place to Grow.*

MEETING DATE: June 27, 2023
SUBJECT: Appointment to CAEP
ORIGINATING DEPARTMENT: Legislative Services

BACKGROUND/PROPOSAL:

The Central Alberta Economic Partnership (CAEP) has reached out to the Town of Didsbury with an offer for the Town to put forward a representative to sit on the Board of Directors.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

Councillor Williams, who has been filling in as the CAEP rep is supportive in recommending Mayor Hunter be appointed as the Municipal Representative and appointed to fill the vacant Board of Directors position.

Mayor Hunter has experience with CAEP, sitting as the Municipal Representative and the alternate more than once. Additionally, Mayor Hunter has attended every CAEP AGM and FGM over her five years on Council. Mayor Hunter has connections with many of the current CAEP board members through the *Mayors of South Central Alberta*.

ALIGNMENT WITH STRATEGIC PLAN

3. Strong & Resilient Local Economy

RECOMMENDATION (two separate Motions)

To appoint Mayor Rhonda Hunter as the Municipal Representative to the Central Alberta Economic Partnership, and Councillor Williams as the alternate.

AND

To support Mayor Rhonda Hunter to sit on the Central Alberta Economic Partnership Board of Directors.



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: The Place to Grow.

Mission: Creating the Place to Grow.

MEETING DATE: June 27, 2023
SUBJECT: Council Meeting Schedule Adjustment
ORIGINATING DEPARTMENT: Legislative Services

BACKGROUND/PROPOSAL:

Economic Development Officer, Alexandra Ross, informed Council of an important meeting and tour with investors who are visiting the Central Alberta Region in September.

Didsbury is one of six municipalities chosen to be part of this tour, and the Town been asked to host a dinner on Tuesday, September 12, 2023.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

This dinner is scheduled for the same day as a Regular Council Meeting. Administration is recommending that Council change the Council calendar schedule to move the Regular Council Meeting to Monday, September 11, 2023.

ALIGNMENT WITH STRATEGIC PLAN

- 3. Strong & Resilient Local Economy
- 5. Governance & Organizational Excellence

RECOMMENDATION

To approve changing the Tuesday, September 12, 2023 Regular Council Meeting to Monday, September 11, 2023.



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: *The Place to Grow.*

Mission: *Creating the Place to Grow.*

MEETING DATE: June 27, 2023
SUBJECT: Didsbury & District Chamber of Commerce Request
ORIGINATING DEPARTMENT: Legislative Services

BACKGROUND/PROPOSAL:

The Didsbury & District Chamber of Commerce requests that Council consider their proposal for the Chamber to take over the responsibility of the *Didsbury's Community Groups* sign on 20 Avenue and 15 Street.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

The Chamber will be raising funds through the Alberta Government, who will match up to 30% of funds raised. If approved, the Chamber will use the funds towards upgrading the sign, to be completed in the fall of 2023.

Please see attached letter from Helen Hafke, President of the Didsbury and District Chamber of Commerce, outlining their proposal.

ALIGNMENT WITH STRATEGIC PLAN

- 2. Vibrant & Connected Character Community
- 3. Strong & Resilient Local Economy

RECOMMENDATION

To approve the Didsbury & District Chamber of Commerce's proposal to assume the responsibility of the *Didsbury's Community Groups* sign located at 20 Avenue and 15 Street.



Didsbury & District Chamber of Commerce Society

205-2034 19th Ave, Box 981 Didsbury, AB T0M 0W0

403-335-3265 * info@didsburychamber.ca

To the Didsbury & District Town Council:

The Chamber of Commerce is presently seeking funding for a Shop Didsbury sign. We would like to propose that the Chamber, upon the fulfilment of funding, assume responsibility for the existing sign at the corner of 20th Ave and 15th St.

The Chamber is utilizing the Crowdfunding Alberta program available through the Alberta Government to raise the necessary funds. This is a new crowdfunding opportunity that allows Not-for-Profits to raise donations, not sponsorships, and the Government of Alberta will match 30% of funds raised.

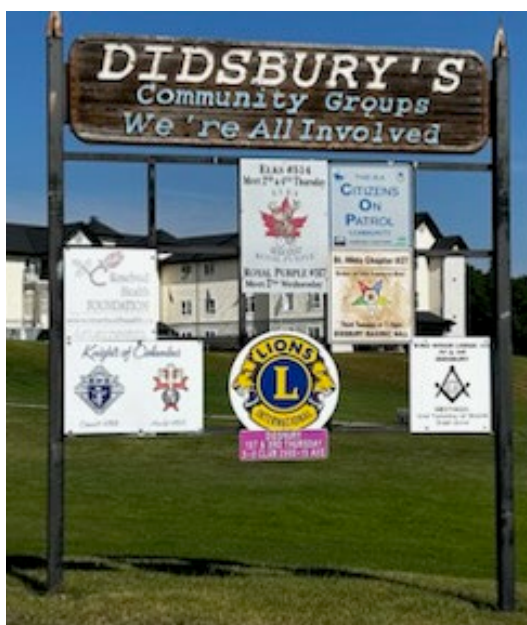
Chamber volunteers have attended a 3-week, 9-hour, program presented by the Government so that they fully understand and utilize this program properly. Each year one new project can be utilised in the matching funds program.

There is an 8-week deadline on the funds raised that will be matched, so if we want to makeover the sign in the fall of 2023, we will need to start seeking donations by July 1st. Although we set the start date, we would like to have the sign ready for the Christmas market and visitors. Any donations raised above and beyond the target of \$5630 will be set aside for the ongoing maintenance of the sign.

The Crowdfunding is to raise monies required to have the metal signs made, logos printed on the signs, and maintenance of the sign.

Service groups erected the sign originally and have been listed on this sign. The Chamber proposes that existing groups still utilize the sign at no additional cost.

The Chamber will use the sign to promote Shop Didsbury and include a QR Code for the Shop Didsbury App. There will also be a sign for the Business Centre and a couple of other Chamber programs.



The additional honeycomb signs will be rented to local businesses as a Non-Dues Revenue generator for the Chamber of Commerce. Businesses will sign a 1, 2 or 3-year commitment.

The honeycomb design was chosen to reflect our town mascot – Didsbee - and the importance of honey to our economic history.

Thank you for your time.

Appendix Attached.

Appendix:

Budget Overview:

Project: take over signage coming into town
to promote local businesses

Funding needed:	#	rate	Total
honeycomb signs	14	\$ 220.00	\$ 3,080.00
	1	\$ 320.00	\$ 320.00
Banner sign	1	\$ 650.00	\$ 650.00
paint	2	\$ 50.00	\$ 100.00
Strapping	8	\$ 50.00	\$ 400.00
Design specs	1	\$ 300.00	\$ 300.00
Labour to install	6	\$ 35.00	\$ 210.00
Removal old signs	2	\$ 35.00	\$ 70.00
Promotion	25	\$ 20.00	\$ 500.00
Total			\$ 5,630.00

Deadline:

Funds: By August 31st

Sign Change over Oct-23

Shop Didsbury



Over lay on existing Sign

BUSINESS LOGOS USED AS EXAMPLES ONLY

Shop Didsbury



Design with no background

BUSINESS LOGOS USED AS EXAMPLES ONLY



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: *The Place to Grow.*

Mission: *Creating the Place to Grow.*

MEETING DATE: June 27, 2023
SUBJECT: Didsbury Golf Club 3rd Annual Tournament
ORIGINATING DEPARTMENT: Legislative Services

BACKGROUND/PROPOSAL:

The Didsbury Golf Club is hosting their Third Annual Memorial Tournament on Saturday, July 15, 2023 to honour many of their long-standing members and board members of the Didsbury Golf Club.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

The Golf Club is seeking sponsorships for this event.

The organization will be recognized, as a contributor to the event, before and after the event and on the Didsbury Golf Club website and Facebook page.

Please see attached letter.

There is \$850 left in the Community Grants Program budget; Administration is recommending that Council consider donating one of the following amounts to be utilized from these remaining funds to this important community event.

- \$250
- \$500
- \$850

ALIGNMENT WITH STRATEGIC PLAN

2. Vibrant & Connected Character Community

4. Liveability

RECOMMENDATION

To approve a donation of _____ to the Didsbury Golf Club for their Third Annual Memorial Tournament on Saturday, July 15, 2023, to be funded from the Community Grants Program.

DIDSBURY 3rd Annual Memorial Tournament

Saturday July 15th 2023

Honoring this year- Glen Thompson, Adolph Wolkoski, Fred Bishop, Greg Hunter

We are very excited to be hosting our 3rd Annual Didsbury Memorial Tournament on Saturday July 15th to honor many of our long standing Board Members and Members of the Didsbury Golf Club. All the funds raised from this tournament will once again be donated to the Didsbury Food Hamper Heart2U.

We are asking businesses and individuals in the community to join us in helping our fundraiser become a success. If you are interested in sponsoring the tournament or donating a prize to contribute to our event that helps support this great cause that would be greatly appreciated.

Your donation will be recognized before and after the event you will be recognized on our Website and facebook page as a generous contributor to our event.

If you would like to golf in our tournament or know of a team that would, please contact Tony Leblanc at 403-335-6116 .

Thank you in advance for considering this opportunity, feel free to contact us at any time if you have questions regarding our upcoming event.

Sincerely,

Sean Kidd- 403-614-4042
Jamie Stroyan- 403-586-4782
Tony Leblanc 403-335-6116



REGULAR COUNCIL MEETING Request for Decision (RFD)

Vision: The Place to Grow.

Mission: Creating the Place to Grow.

MEETING DATE: June 27, 2023
SUBJECT: Correspondence & Information
ORIGINATING DEPARTMENT: Legislative Services

BACKGROUND/PROPOSAL:

Correspondence received from other agencies and departments of the Town, which may be of importance and interest, is being provided for Council's review and information.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

Please find attached:

- Minister Ric McIver - Appointed as Minister of Municipal Affairs
- Invitation to participate in the Bowden Daze Parade

ALIGNMENT WITH STRATEGIC PLAN

5. Governance & Organizational Excellence

RECOMMENDATION

To accept the correspondence items presented as information.



ALBERTA

MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Calgary-Hays*

AR111695

June 20, 2023

Dear Chief Elected Officials:

I am pleased and excited to return as the Minister of Municipal Affairs. It is an honour and a privilege to serve in this role, and I am eager to work together to build stronger, safer local communities that contribute to greater economic prosperity for all Albertans.

As Minister of Municipal Affairs, I continue to believe in the importance of supporting our local communities, as they play a significant role in creating the economic and social conditions that contribute to Alberta's vibrancy and prosperity. My ministry will continue to develop the tools, training, and programs to support fiscally responsible, accountable, and sustainable local government, and improve the long-term viability of municipalities. I am also committed to my ministry's role in providing Albertans with safe buildings, homes, and communities through the province's safety codes system.

Together, we can continue to reduce unnecessary government oversight with regulatory approaches and program delivery that emphasize outcomes, in order to attract investment, support innovation, and grow Alberta's businesses.

I look forward to once again working together to strengthen Alberta's municipalities and collaborating on areas of mutual interest.

Sincerely,

Ric McIver
Minister

cc: Chief Administrative Officers



Mayor Rhonda Hunter
Box 790
Didsbury, Alberta
T0M 0W0

Dear Mayor Hunter,

RE: Bowden Daze Parade July 15, 2023

Yee Haw! On behalf of the Mayor and Council, we invite you to help The Town of Bowden celebrate its annual Bowden Daze Rodeo Weekend coming up July 14– 16, 2023. This year our theme is “Salute to RCMP 150th Anniversary”. We encourage participants to incorporate the parade theme into their entry and attire.

The Town of Bowden permits the dispensing of wrapped candy along the parade route. You must provide your own candy.

The parade will marshal at Bowden Grandview School, 2238 – 21 Avenue between 9:30 – 10:30 am, and will start at 11:00 sharp.

To assist with our planning, please fill in the attached parade registration and return it to the Town of Bowden Office (2101 – 20 Avenue) in person, by email (info@bowden.ca) or by fax at 403-224-2244.

We look forward to having you join us!

Warm regards,
Bowden Daze Parade Coordinators
Town of Bowden
info@bowden.ca
PH-403-224-3395 FAX-403-224-2244