

AGENDA

Meeting: September 12, 2022 6:00 p.m. – 10:00 p.m.
Location: Council Chambers – 502 – 2nd Avenue

1. CALL TO ORDER – REGULAR MEETING

2. EXCUSED FROM MEETING

3. ADOPTION OF AGENDA

4. ADOPTION OF MINUTES

4.1 August 8, 2022 Regular Meeting

5. DELEGATIONS

5.1 None

6. UNFINISHED BUSINESS

6.1 Strategic Plan 2019-2026 – Update

6.2 Dog Control Bylaw 928/22 – Proposed

6.3 Bassano Outdoor Pool – Concession Contract – Reimbursement Request

6.4 Lot Consolidation – South of Tracks – *ADDITION*

7. NEW BUSINESS

7.1 ATCO Franchise Agreement Fee

8. BOARD & COMMITTEE REPORTS

8.1 Mayor I. Morey

8.2 Deputy Mayor J. Slomp

- Newell Regional Solid Waste Management – August 25, 2022

8.3 Councillor K. Jones

- Newell Regional Services Corporation – August 3, 2022
- Shortgrass Library System – August 17, 2022

8.4 Councillor M. Wetzstein

8.5 Councillor S. Miller

9. CAO REPORTS

9.1 CAO Operation Report

- 9.2 Financial Statement for the month ending July 31, 2022
- 9.3 Cheque listing for the month ending July 31, 2022
- 9.4 FCSS Report for the period ending August 31, 2022
- 9.5 CPO Report for the period ending August 31, 2022
- 9.6 RCMP Mayor's Report - None

10. CORRESPONDENCE

- 10.1 Newell Regional Solid Waste Management Authority Minutes – July 27, 2022
- 10.2 Provincial Health Tour – Summer 2022 – Update
- 10.3 Shortgrass Library System Minutes – June 15, 2022
- 10.4 County of Newell – Municipal Development Plan Update – August 30, 2022
- 10.5 Alberta Municipalities Association Convention – Resolutions
- 10.6 Arena Management Board – Fundraiser - Facility Fee Waiver Request

11. CLOSED SESSION

- 11.1 None

12. ROUND TABLE

13. ADJOURNMENT



**MINUTES OF THE REGULAR MEETING OF THE TOWN OF BASSANO
HELD IN PERSON ON AUGUST 8, 2022 IN THE COUNCIL CHAMBERS.**

ELECTED OFFICIALS

MAYOR	Irvin Morey
DEPUTY MAYOR	John Slomp
COUNCILLORS	Kevin Jones
	Sydney Miller
	Mike Wetzstein

STAFF	Amanda Davis, Chief Administrative Officer
	Sydney Smith, Recreation and Community Services Liaison

DELEGATES/PUBLIC	Laural Ferraz
	Emrrys Oliver
	Tracy Oliver

1. CALL TO ORDER

Mayor Morey called the meeting to order at 6:13 p.m.

2. EXCUSED FROM MEETING

- Mike Wetzstein

3. ADOPTION OF AGENDA

TOB147/22 Moved by **COUNCILLOR MILLER** that the agenda is approved as presented.

CARRIED

4. ADOPTION OF MINUTES

4.1 Adoption of minutes from the regular meeting of June 20, 2022

TOB148/22 Moved by **COUNCILLOR MILLER** that council rescinds motion TOB136/22 to approve the June 20, 2022 regular minutes.

CARRIED

TOB149/22 Moved by **DEPUTY MAYOR SLOMP** that council approves the minutes of the regular meeting held on June 20, 2022 as amended.

CARRIED

4.2 Adoption of minutes from the regular meeting of July 11, 2022

TOB150/22 Moved by **COUNCILLOR JONES** that council approves the minutes of the regular meeting held on July 11, 2022.

CARRIED

_____ Mayor 09/12/22	_____ CAO 09/12/22
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5. DELEGATIONS

5.1 Laural Ferraz – 433 – 2nd Avenue Appeal

Ferraz entered the meeting at 6:22 p.m.

Ferraz presented an appeal regarding the Order to Remedy Contraventions that was issued against 433 – 2nd Avenue pursuant to the Town's Community Standards Bylaw 920/21 on June 28, 2022.

Ferraz departed at 6:35 p.m.

5.2 EcoBrooks, Emrrys Oliver

Emrrys Oliver and Tracy Oliver entered the meeting at 7:17 p.m.

The Oliver's presented on EcoBrooks. A Q&A session ensued.

The Oliver's departed at 7:38 p.m.

TOB151/22 Moved by **COUNCILLOR WETZSTEIN** that the Town expresses an interest to participate in EcoBrooks. Mayor Morey shall report this interest at the next Joint Shared Services meeting to determine what the Town's involvement would look like, and its overall benefit the Bassano and the region.

CARRIED

6. UNFINISHED BUSINESS

6.1 225 – 3rd Street – Updated Valuation

TOB152/22 Moved by **MAYOR MOREY** that council accepts the revised assessed value of \$44,000 for 225 – 3rd Street (Plan 3872T; Block 6; Lots 9-10) and directs administration to update the list price accordingly.

CARRIED

6.2 ISDAB Appeal – 433 – 2nd Avenue – ORRSC Appointment

TOB153/22 Moved by **DEPUTY MAYOR SLOMP** that council appoints Oldman River Regional Services Commission as the appeal board clerk to facilitate the Subdivision and Development Appeal Board process for 433 – 2nd Avenue, Bassano.

CARRIED

7. NEW BUSINESS

7.1 Public Works Stockpile Yard Clean-up

Councillor Wetzstein entered the meeting at 6:20 p.m.

TOB154/22 Moved by **COUNCILLOR MILLER** that council awards the Public Works Stockpile Yard Clean-up tender to White Fox Group Ltd. in the amount of \$30,000 plus GST with project funds from the Municipal Sustainability Initiative – Operations:

MSI Operating - Amended	2022	2023
(12) Professional Development	\$ 25,000	\$ 25,000
(32) Roads Engineering	\$ 42,184	
G2 - T2 - Public Signage Upgrade	\$ 25,000	
(43) PW Stockpile Yard Project	\$ 33,000	
G2 - T4 - Enrichment Implementation - Task 2 - Retention		\$ 25,000
Total:	\$ 125,184	\$ 50,000

CARRIED

7.2 Recreation Facilities Lighting and Efficiencies Upgrade Project

Smith entered the meeting at 6:58 p.m.

TOB155/22 Moved by **COUNCILLOR JONES** that council approves the recommended course of action to complete the Recreation Facilities Energy Efficiency Upgrade Project whereby the Town partners with Ric's Electric for all lighting upgrades at the Joint Use Facility and the Recreation Complex. The project budget shall not exceed \$69,076 with \$29,076 from the MCCAC program and the remainder per the 2022/23 capital budget.

CARRIED

Smith departed the meeting 7:10 p.m.

7.3 Cat Control Bylaw 837/12 – Review

An open discussion was held regarding Cat Control Bylaw 837/12.

7.4 Dog Control Bylaw 836/12 – Review

An open discussion was held regarding Dog Control Bylaw 836/12.

TOB156/22 Moved by **COUNCILLOR WETZSTEIN** that Dog Control Bylaw 836/12 is amended to remove Schedule C and Schedule D. The amended draft bylaw shall be presented at the September council meeting.

CARRIED

8. BOARD AND COMMITTEE REPORTS

8.1 – 8.6 Written board and committee reports were presented and discussed.

TOB157/22 Moved by **COUNCILLOR MILLER** to accept the Board and Committee reports as attached to and forming parts of these minutes.

CARRIED

9. CAO REPORTS

9.1 Operations Report

A written CAO report was provided for the period ending August 4, 2022.

- TOB158/22** Moved by **COUNCILLOR WETZSTEIN** that based on the recommendation from Fire Chief Cochrane, council appoints Eric Baer, Donald Cornell, and Matthew Kelly as volunteer firefighters, effective immediately. **CARRIED**
- TOB158/22** Moved by **MAYOR MOREY** that council grants a timeline extension to the Order to Remedy Contraventions at Plan 091 2145; Block 3; Lot 22 (433 – 2nd Avenue) until August 31, 2022. If the conditions outlined in the Order sent on June 28, 2022, and amended July 15, 2022, are not met by August 31, 2022, the Town will pursue a court order for compliance. **CARRIED**
- TOB159/22** Moved by **COUNCILLOR MILLER** directing administration to engage the Bassano Arts Council to partner on energy efficiency upgrades at the Community Hall to include interior lights, stage lighting, and a sound system. The \$8,100 in donations and surplus funds from the Small Town Smoke Down BBQ Competition shall be allocated towards the project. **CARRIED**
- TOB160/22** Moved by **COUNCILLOR JONES** to recess the meeting at 8:27 p.m. **CARRIED**
- TOB161/22** Moved by **COUNCILLOR JONES** to reconvene the meeting at 8:31p.m. **CARRIED**

9.2 Financial Statements

A financial statement for the month ending June 30, 2022 was presented.

9.3 Cheque Listings

A cheque listing for the month ending June 30, 2022 was presented.

9.4 FCSS Report

None

9.5 CPO Report

A CPO report for the month ending July 31, 2022 was presented.

9.6 RCMP Report

An RCMP report was presented.

- TOB162/22** Moved by **DEPUTY MAYOR SLOMP** that the CAO report for the period ending August 4, 2022 is approved as presented and discussed as attached to and forming parts of these minutes. **CARRIED**

10. CORRESPONDENCE

- 10.1** Newell Housing Foundation minutes of June 7, 2022 were reviewed.
- 10.2** Notification from the County of Newell that it will be updating its Municipal Development Plan.

- 10.3 Notification from the Brooks Region that we were awarded the bid to host the 2023 Alberta55 Plus Summer Games.
- 10.4 A parliamentary message was received regarding the economic contributions of rural areas.
- 10.5 Notification from Shortgrass Library System regarding population statistics.
- 10.6 Traffic complaint from resident, T. Kew.

TOB163/22 Moved by **DEPUTY MAYOR SLOMP** to accept the correspondence and to file the items as information.

CARRIED

11. CLOSED SESSION

None

12. ROUND TABLE

Round table discussion ensued.

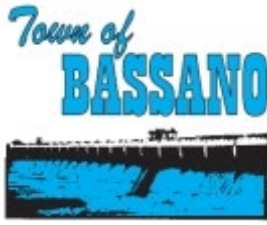
13. ADJOURNMENT

TOB164/22 Moved by **MAYOR MOREY** for adjournment of the regular council meeting of August 8, 2022 meeting at 8:44 p.m.

CARRIED

Mayor

Chief Administrative Officer



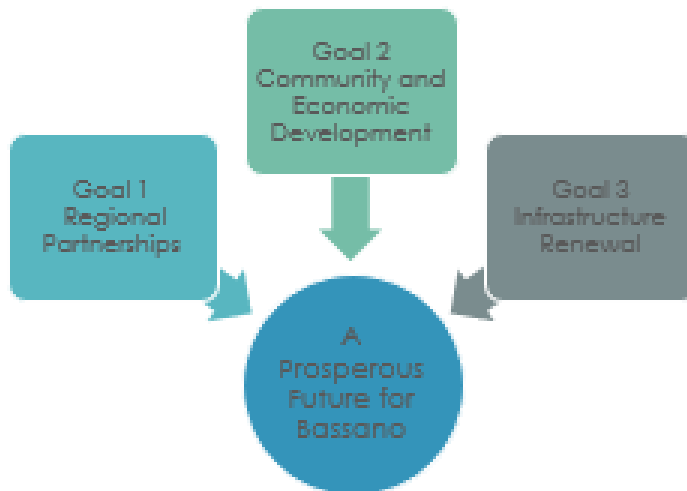
REQUEST FOR DECISION

Meeting: September 12, 2022
Agenda Item: 6.1

Strategic Plan 2019 – 2026 - Update

BACKGROUND:

On August 12, 2022 a strategic planning session was held to review the status of municipal priorities with council. All members of council were in attendance. As directed, plan revisions were completed (see attached). The objectives of the plan remained unchanged. The three overarching goals will continue to be pursued:



Goal 1 focus:

- Implementation of the Intermunicipal Collaboration Framework for regional emergency management

Goal 2 focus:

- Continue to implement the Beautify Bassano Initiative with a focus on community recognition
- Continue to implement the Economic Enrichment Strategy
- Continue to implement the Recreation and Leisure Master Plan

Goal 3 focus:

- Complete and bring into operation the sewage lagoon upgrade project
- Design and plan infrastructure upgrade – priority zone 1

OPTIONS:

#1 – That council approves the Town of Bassano’s 2019-2026 Strategic Plan as amended.

#2 – That council provides further revisions to the Town of Bassano’s 2019-2026 Strategic Plan prior to approval (define revisions).

CAO COMMENTS

None

ALIGNMENT WITH STRATEGIC PLAN

Yes

PROPOSED RESOLUTION:

That council approves the Town of Bassano's 2019-2026 Strategic Plan as amended.

Attachments:

1. Strategic Plan 2019 – 2026 - Updated

Prepared by: Amanda Davis, CAO

TOWN OF BASSANO STRATEGIC PLAN

"Our vision is to be the most attractive and affordable urban community under 2,500 in Alberta where industry leaders want to invest, where tourists come for a new experience, and where people choose to live, work and play."



2019-2026

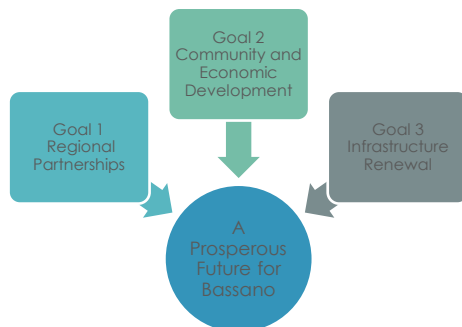
BACKGROUND

In 2018, the Town of Bassano’s Mayor and Council undertook a comprehensive strategic planning and visionary exercise. The purpose of the exercise was to identify where the elected body wanted to see the community in the future. It enabled them to develop a shared vision and to understand how the decisions they make influence the trajectory of the community.

A plan outline was presented at a town hall meeting in mid-November to which 70 residents attended or 6.0% of the population. Public engagement at the meeting confirmed town council’s vision and plan for Bassano. Attendees expressed their desire to see improved marketing and attractions along the TransCanada highway, the importance of beautification, the need to celebrate and recognize the successes of the community, with balanced infrastructure renewal projects.

Having heard the desires of the community and reflecting on the initial plan outline, the Mayor and Council reconvened for a second time on February 20, 2019, to develop a plan of action that enables the implementation of three overarching goals.

Each year, the plan is reviewed by council to ensure it continues to meet the needs and expectations of the community. A new council was elected in October 2021, they chose to carry forward the vision and strategies for the Town.



HOW TO USE THE PLAN

A Strategic Plan is a working document and must be reviewed on a regular basis to ensure the goals and action plan remain relevant and to confirm that implementation is in fact leading to the community’s desired outcomes.

Decision makers should refer to the plan before a resolution is made to substantiate that the item being considered contributes directly to the goals and objectives of the plan. Following this process ensures decision makers stay focused on achieving priorities.

All goals and action items must be prioritized, and resources need to be allocated within the municipal budget to ensure implementation can occur. While decision makers may get excited to implement every action at the same time, it is important to understand that this cannot occur. Plan implementation requires many calculations and methodical actions as each item builds off the next to create a lasting whole.

As town council and administration work through implementation, tasks and outcomes will be added as the action items grow and evolve.

*“The best way to predict the future is to create it.”
– Peter Drucker*

Goal 1: Regional Partnerships

Purpose

Status quo is not an option for Bassano. Actions need to be taken to ensure the community and region is viable well into the future. A viable community is service rich, affordable, welcoming, and efficient. Regional partnerships are essential for cost savings and improved service delivery. Partnerships will contribute to the long-term viability of the region.

End Result (Why)

The Town of Bassano will change how it does business to:

1. Enhance and/or develop partnerships to eliminate the duplication of services and free up limited resources for other initiatives.
2. Ensure the municipality meets all legislative requirements.
3. Enhance the promotion of Bassano and the Brooks Region.
4. To improve competitiveness in the market.
5. Improve the quality of life for residents and visitors.
6. Foster innovation and solve complex challenges.
7. Build relationships – promote a collaborative vision on all boards and emphasize that Bassano stands strong as the gateway to the region.

Action Plan (G1)

Task 3	Timeline	Responsibility	Resources	Measurement/Outcome	Confirmed Completion
Implementation – Intermunicipal Collaboration Framework (ICF) – Regional Emergency Services	Emergency services bylaw and agreement completion by December 31, 2020. Policy development and implementation by December 31, 2024	Town to engage with the County of Newell, and Villages of Rosemary and Duchess to form a regional emergency management agency. CAO to work with neighboring municipalities to develop a regional	Human capital – CAO (60 hours/annum), Council (10-20 hours/annum). Legal review (if required) \$2,500. Membership costs \$5,000 - \$10,000 per annum.	1. Regional bylaw and agreement are developed, negotiated, and passed. 2. Member appointments. 3. Policy development completed	Regional bylaw and agreement complete – 2021 Plan and policy development underway - 2022 Initial training plan has been developed – July 2022

		emergency management agency.		internally by administrations. 4. Appointees obtain training. 5. TOB meets mandatory requirements with AEMA.	
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G1 - Task 1 – Develop and Approve an ICF with the County of Newell – Complete, 2019.

G1 - Task 2 – Implementation of ICF for Recreation – Complete, 2020 – program will be implemented indefinitely

Goal 2: Community and Economic Development

Purpose

The people of Bassano matter which is why community and economic development is imperative to the town. Community and economic development will help build the local economy, bring greater awareness to our assets and provide value added opportunities for residents, businesses, visitors and investors.

End Result (Why)

The Town of Bassano’s message to the world is that we are open for business and partnerships. To us, being open for business and partnerships means we work to improve the experience every individual has when they enter the community and interact with the elected body, municipal employees and residents. By doing this, we aim to improve the quality of life for the populace which will lead to a more sustainable future.

Action Plan (G2)

Action Plan (G2 continued) Task 2	Timeline	Responsibility	Resources	Measurement/Outcome	Confirmed Completion
Beautify Bassano Initiative (BBI)	Ongoing and immediate until 2025.	<p>CAO is responsible to direct and oversee the implementation of the BBI.</p> <p>Town council is responsible for promotion of the BBI through public engagement and consultation.</p> <p>Town council is responsible to make decisions that improve the aesthetics of Bassano.</p>	<p>Human capital – CAO, administration and public works (10 – 30 hours per week per annum).</p> <p>Town council (1-3 hours per week per annum for public consultation).</p> <p>General items \$50,000 services, promotion, bylaw enforcement, revitalization.</p>	<ol style="list-style-type: none"> 1. Attractive/clean community. 2. Expand volunteer committee. 3. Less unsightly properties. 4. Crime reduction. 5. Renewed pride – volunteers and community members buy into 	<p>Action plans are being implemented.</p> <p>Volunteers are being empowered.</p> <p>Budget approved by council for implementation.</p>

		<p>Residents and volunteers must buy-in to the BBI and assist with its implementation. This can only occur if the town sets the standard and leads the way.</p> <p>Town council upholds the terms of the Community Standards Bylaw and BBI.</p>		<p>the BBI and actively work to help with its implementation.</p> <ol style="list-style-type: none">6. Positive feedback from community members and visitors.7. Improved work processes for municipal employees.8. Efficient use of municipal resource.9. New investments.10. Enhanced volunteer recruitment and recognition. Greater public presence of positive outcomes of beautification activities in Bassano.11. Beautify town entrance.	
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Action Plan (G2 continued)

Task 4	Timeline	Responsibility	Resources	Measurement/Outcome	Confirmed Completion
Economic Enrichment Strategy	September 30, 2020 – July 31, 2021 for strategy development. Implementation August 2021 – December 31, 2026	CAO is responsible to direct and oversee the implementation of the economic enrichment strategy. Town council is responsible for promotion of the economic enrichment strategy through public engagement and consultation.	Resource allocation will be on a project-by-project basis per the implementation plan as directed within the annual budget.	<ol style="list-style-type: none"> 1. Prepare/approval of an economic enrichment strategy 2. Implementation of strategy. 	Strategy approved – August 2021

Action Plan (G2 continued)

Task 5	Timeline	Responsibility	Resources	Measurement/Outcome	Confirmed Completion
Implementation of the Recreation & Leisure Master Plan.	June 2021 – ongoing	Town council – engage with organizations to encourage partnerships to build/enhance the town. Administration – provide support to volunteer organizations to encourage partnerships to build/enhance the town.	Human capital and financial capital fully integrated into operations and municipal budget. This is a department-by-department allocation. 1 FTE – Recreation and Community Services Liaison	<ol style="list-style-type: none"> 1. Complete business case to determine feasibility of Thrive. 2. Meet with user groups to update operating agreements to include capital plans. 	Pool operations plan approved in 2022. Implementation underway. Secured MCCAC lighting grants – Aug. 2022. Capital upgrade planning underway.

			<p>1 FTE – Recreation and Facilities Operator</p>	<ol style="list-style-type: none"> 3. Continue to engage the County of Newell to promote recreation and leisure within the region. 4. Lighting upgrades at recreation facilities to lower operating costs. 5. Support for community events. 6. Implement the recreation strategy. 7. Increased promotion of Bassano and all recreation and leisure activities. 8. Active leadership – leading others. 9. Prepare and implement pool operations plan. 10. New/renewed partnerships with stakeholders to support/develop new or ongoing 	<p>Hosted 1st town organized community event – Small Town Smoke Down.</p> <p>Recreation survey to user groups – AMB and Rec Complex. Initial engagements underway.</p> <p>Volunteer promotion – cenotaph upgrade and partnership with library.</p> <p>Disc golf designed and funded by volunteers – installed.</p>
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				<p>projects not necessarily managed by the town (e.g. tourist booth, revitalization of buildings on main street).</p> <p>11. Increase funding coming into facilities.</p> <p>12. Capital plans for all recreation facilities.</p>	
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G2 - Task 1 – Development Permit Simplification – Complete, 2022

G2 - Task 3 – Unique Project – Tiny Home Pilot Project (FAB Village Square) – Project Removed August 2022

Goal 3: Infrastructure Renewal

Purpose

Infrastructure renewal is essential in Bassano. With the resources available, the town will endeavor to upgrade local infrastructure to maintain and improve services, to build the local economy and to attract investors.

End Result (Why)

The Town of Bassano's concludes that infrastructure renewal will lead to a strong foundation to support services and growth.

Action Plan (G3)

Bassano must ensure it manages wastewater in accordance with its license granted through Alberta Environment and Parks. This is an essential service that must be provided to the residents.

Task 1	Timeline	Responsibility	Resources	Measurement/Outcome	Confirmed Completion
Sewage Lagoon Upgrade	2017 – December 31, 2022	Administration – project management – 1000 hours Town council – resource allocation. External (engineers, land agents, legal counsel, Alberta Transportation, Alberta Environment and Parks)	\$7.020M (provincial/federal grants, reserves and general taxation).	1. Achieve compliance with Alberta Environment and Parks. 2. Grants have been applied for – secure external funds where applicable. 3. Project is designed. 4. Project is tendered. 5. Project is awarded.	Project is nearly complete – ribbon cutting ceremony scheduled for September 12, 2022.

				<ul style="list-style-type: none"> 6. Project is constructed. 7. Project is in full operation. 8. Operating agreement in place with NRSC. 9. Implementation of Effluent Bylaw. 10. Any debt is paid off. 	
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Action Plan (G3) Continued

Infrastructure upgrades are a priority due. Much of the Town’s belowground and aboveground infrastructure is deteriorated or undersized and needs to be replaced. Modern design with regenerative principles shall be used where possible to upgrade the Town’s belowground and aboveground infrastructure. Priority upgrades will start from the distribution system headers to ensure belowground infrastructure is upsized to meet current day standards (11 Street East, 2nd Avenue, and 5th Avenue). The Infrastructure Master Plan will guide/influence the infrastructure project.

Task 2	Timeline	Responsibility	Resources	Measurement/Outcome	Confirmed Completion
Infrastructure Upgrade – Priority Zone 1	January 2023 – December 31, 2026	<p>Administration and public works – project management – 1000+ hours</p> <p>Town council – resource allocation.</p>	TBD – upon final reporting of the Task 1 capital funds will be directed to Task 2.	<ul style="list-style-type: none"> 1. Tender for engineering 2. Award tender 3. Design project and set budget 4. Consult community 5. Tender project 6. Complete upgrades 	

August 12, 2022 – DRAFT Amendment

The Town's capital resources will be dedicated to belowground and aboveground infrastructure upgrades as defined in Task 2 above. Upgrades should continue to follow the framework and plan.

G3 - Task 2, Task 3, Task 5 – projects were merged to create Task 2 above (reflective infrastructure upgrades)

G3 – Task 4 – Highway Redevelopment Project – Removed, August 2022

G3 – Task 6 – Bassano Spur Line – Removed, August 2022

Conclusion

Communications Plan

1. A copy of this plan will be provided to the County of Newell as per the terms of the ICF.
2. A copy of this plan will be available to the public on the Town of Bassano’s municipal website (www.bassano.ca)
3. A copy of this plan will be available for pick-up at the Town of Bassano’s Municipal Office at 502 – 2nd Avenue, Bassano.
4. Administration will include regular progress updates regarding strategic priority outcomes in the bi-monthly newsletter.

Town Council’s Responsibility

1. Town council will refer to this plan when making decisions that impact the community to ensure there is priority alignment.
2. Town council will complete a formal review of this plan by March 31 annually.
3. Town council will update this plan accordingly and ensure adequate resources are designated so projects can occur. If projects exceed the town’s financial capacity, the projects will be modified or removed from the plan.

Administration’s Responsibility

1. Administration will implement this plan once it is formally approved by town council.
2. Administration will provide monthly updates regarding strategic priority outcomes at the regular council meeting.
3. Administration will assess all current and new projects to ensure they align with the town’s approved priorities.
4. Administration will notify town council immediately of issues/opportunities as they arise in relation to the priorities within this plan.

Citizens of Bassano’s Responsibility

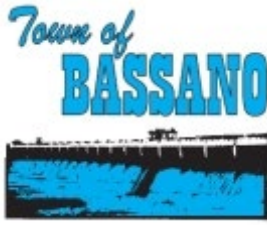
1. The citizens of Bassano will consult with town council and administration and assist where possible to improve the development and long-term viability of the community.
2. The citizens of Bassano will take part in community planning and development exercises.
3. The citizens of Bassano will notify town council or administration of their approval/concerns of the listed priorities listed in this plan.

Participants

Council 2018-2021: Ron Wickson, Tom Rose, Jackie Seely, Kevin Jones, Doug Barlow, John Slomp, and Irvin Morey (Lynn MacWilliam original plan). Facilitator, Amanda Davis
Council 2021 - : Irvin Morey, John Slomp, Mike Wetzstein, Sydney Miller, and Kevin Jones. Facilitator, Amanda Davis

Adoption/Review

March 19, 2019 (M#50/19)	November 12, 2019 (M#259/19)	September 14, 2020 (M#224/20)	August 12, 2022 - REVIEW	
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REQUEST FOR DECISION

Meeting: September 12, 2022
Agenda Item: 6.2

Dog Control Bylaw 928/22 – Proposed

BACKGROUND:

At the August 8, 2022 meeting, council directed administration to amend Dog Control Bylaw 836/12 (M#TOB156/22) to remove Schedules C and D. Dog Control Bylaw 928/22 reflects these changes and others as summarized below.

Administration completed a thorough review of the former bylaw and propose various changes to modernize the new Dog Control Bylaw as summarized below:

- Definitions were added/revised for a Comfort Dog, Emotional Support Dog, and Guide Dog.
- The bylaw now references the *Dangerous Dogs Act*. If issues arise with any dog in Bassano matters concerning its definition of a dangerous dog would be referred to under the Act.
- Deleted restricted and/or prohibited dogs as directed.
- Added direction for use of an animal shelter, whether municipal or private.
- Offense section was updated to remove any action that contravened the Criminal Code such as loosening a collar on a dog *not* under duress.
- Removed all references to muzzling dogs.
- Updated Schedule 'A' to follow three penalties.

First Offence	\$150
Second Offence	\$300
Third Offence	\$600

Whereas previously there was a multitude of fines and the option to reduce fines in ½ if paid early.

- Updated Schedule 'B' to increase impoundment, catching, and after hour call out fees.

License for each Unaltered Dog	\$40.00
License for each Altered Dog	\$20.00
License for Guide or Service Dog	No Fee
Dog Fancier License	\$100.00
Replacement License Tag	\$10.00
Catching Fee	\$75.00
Municipal Impound Fee	\$75.00/day
After Hours Call Out Fee	\$150.00
Veterinary Fees	As expended
Surrender or Euthanasia Fee	As expended

- Added Schedule 'E' a violation tag that must be issued with every file.

OPTIONS:

- #1 – That council gives first and second reading by Dog Control Bylaw 928/22 as presented.
- #2 – That council directs further amendments to Dog Control Bylaw 928/22 (define amendments).
- #3 – That council gives all three readings to Dog Control Bylaw 928/22 as presented.

CAO COMMENTS

While the overall intent of the bylaw remains, many changes were made to accommodate the modernization and simplification process. It is important for council to thoroughly review the bylaw to ensure it meets your overall objectives. The *draft* bylaw has been reviewed by legal and it is now compliant.

It would be appropriate for council to give one to two readings to this bylaw if it aligns with your expectations and present it to the public for comment prior to giving third reading.

Note. The current Dog Control Bylaw was passed in 2012.

ALIGNMENT WITH STRATEGIC PLAN

This is an operational matter.

PROPOSED RESOLUTIONS:

1. That council gives first reading to Dog Control Bylaw 928/22 as presented.
2. That council gives second reading to Dog Control Bylaw 928/22.

Attachments:

1. Dog Control Bylaw 928/22 – Draft
2. Dog Control Bylaw 836/12

Prepared by: Amanda Davis, CAO



BYLAW

Bylaw Number: **928/22**
Bylaw Name: **Dog Control Bylaw**

A BYLAW OF THE MUNICIPALITY IN THE PROVINCE OF ALBERTA, TO ESTABLISH THE REGULATING AND CONFINEMENT OF DOGS

WHEREAS the Council for the Town wishes to regulate and control dogs, in the Town; and

WHEREAS by virtue of the power conferred on it by the Municipal Government Act R.S.A. 2000, Chapter M-26, as amended thereto, provides that the Council of a Municipality may pass bylaws regarding wild and domestic animals and activities in relation to them; and

NOW THEREFORE the Council of the Town of Bassano in the Province of Alberta, duly assembled, enact as follows:

1. DEFINITIONS

This Bylaw may be cited as the “Dog Control Bylaw” of the Town of Bassano.

- 1.1 “At Large” means a Dog which is at any place other than the property of the Owner or Permitted Property; and is not being carried by any person, or is not otherwise restrained by a Permitted Leash held by a person or tied to a fixed object in a safe manner not causing a nuisance and the Permitted Leash is attached to a choke chain, collar or harness securely holding the Dog.
- 1.2 “Bylaw” means the Town’s Dog Control Bylaw No. 928/22.
- 1.3 “Chief Administrative Officer” or “CAO” means the Chief Administrative Officer of the Town as appointed by Council, or a person designated to act on the Chief Administrative Officer’s behalf.
- 1.4 “Comfort Dog” means a dog used to bring comfort and companionship to the dog owner but that is not trained to do specific tasks that assist a person with a disability.
- 1.5 “Damage to Public or Private Property” means any visible damage to Public or Private Property and shall include, but is not limited to, defecating on Public or Private Property.
- 1.6 “Dangerous Dog” means any dog, whatever its age, whether on Public or Private Property which has:
 - (a) previously, without provocation chased, injured, or bitten any other domestic animal or human; or
 - (b) Without provocation threatened or created the reasonable apprehension of a threat to other domestic animals or humans and which in the opinion of an Enforcement Officer presents a threat of serious harm to other domestic animals or humans; or
 - (c) Has been previously determined to be a dangerous dog under the *Dangerous Dog Act*.

- 1.7 “Dog” means either male or female of any domesticated canine species, regardless of age.
- 1.8 “Dog Breeding Facility” the physical premises where Dog(s) are harboured, bred, bought, or sold by a certified Dog breeder.
- 1.9 “Dog Control Officer” means the CAO, an Enforcement Officer, or such other Town employee as designated by the CAO.
- 1.10 “Dog Fancier’s License” means a license issued annually to an Owner permitting the keeping or harbouring on the Owner’s Private Property up to four (4) licensed Dogs over the age of six (6) months.
- 1.11 “Dog Show” means any event for the purpose of showing or exhibiting Dogs which is sanctioned or recognized by the Canadian Kennel Club or the Town.
- 1.12 “Dog Training School” means any facility for which the primary purpose is the training of Dogs, and at which facility Dog training activities are under the direct control and supervision of a Dog trainer.
- 1.13 “Emotional Support Dog” means a Dog used to bring comfort and companionship to the Dog Owner but that is not trained to do specific tasks that assist a disability.
- 1.14 “Enforcement Officer” means an Enforcement Officer appointed by the Town pursuant to the *Municipal Government Act*, R.S.A. 2000, c. M-26, to enforce Town Bylaws, a member of the Royal Canadian Mounted Police, and a Community Peace Officer appointed under the *Peace Officer Act*, R.S.A. 2006, c. P-3.5.
- 1.15 “Entrance” means any access to property of the owner by which persons or vehicles may enter onto the property of the owner.
- 1.16 “Guide Dog” means a dog trained as a guide dog for a blind person(s) and having qualifications prescribed by the regulations of the *Blind Persons’ Rights Act*.
- 1.17 “Land Use Bylaw” means the Town’s Land Use Bylaw 921/21, as amended from time to time or replaced by a Land Use Bylaw enacted pursuant to the *Municipal Government Act*, R.S.A 2000 Chapter M-26 as amended.
- 1.19 “License Fee” means a fee as set out in Schedule ‘B’ of this Bylaw.
- 1.20 “License Tag” means a registration and identification tag issued by the Town showing the license number for a specific Dog.
- 1.21 “Ordinarily Resident” means usually present on a particular property.
- 1.22 “Owner” means:
- (a) Person who has the care, charge, custody, possession, or control of a Dog;
 - (b) A person who owns or who claims any proprietary interest in a Dog;
 - (c) A person who harbours, suffers, or permits a Dog to be present on any property owned or under his control;

- (d) A person who claims and receives a Dog from the custody of the Town's Dog Shelter or a Dog Control Officer; or
- (e) A person to whom a License Tag was issued for a Dog in accordance with this Bylaw.

And for the purposes of the Bylaw a Dog may have more than one (1) Owner.

- 1.23 "Permitted Leash" means a leash adequate to control the Dog to which it is attached, and which leash shall not exceed two meters in length.
- 1.24 "Permitted Property" means private property upon which an Owner has the express permission of the owner of that property to allow the Owner's Dog, with the exception of a Dangerous Dog, to be At Large or Public Property which the Town, by resolution of Council, has designated that Dogs, with the exception of Dangerous Dogs, may be At Large and which Public Property has signs posted that indicate Dogs may be At Large.
- 1.25 "Possession" means having physical or effective control of a Dog.
- 1.26 "Private Property" means any property in which the owner of the property has a legal or equitable interest and which property shall include, without limiting the generality of the foregoing, land, buildings, apartment units, condominiums, mobile home trailers, and vehicles.
- 1.27 "Public Property" means property owned by or under the control and management of the Town or any other public or governmental authority within the municipal boundaries of the Town, which, without limiting the generality of the foregoing, shall include parks and school grounds.
- 1.29 "Secure Enclosure" means a building, cage or fenced area of such construction that will prevent the confined Dog(s) from escaping from that enclosure.
- 1.30 "Service Dog" means a dog trained to help a disabled person with specific tasks.
- 1.31 "Therapy Dog" means a dog which is brought to institutions or homes for the purpose of providing comfort, support, and therapy to people.
- 1.32 "Town" means the Town of Bassano, a municipal corporation in the Province of Alberta, or the geographical area contained within the boundaries of the Town of Bassano, as the context may require.
- 1.33 "Town Dog Shelter" means premises designated by the Town for the impoundment and care of Dog(s) having adequate food and water, shelter, ventilation and space, and reasonable protection from injurious heat or cold.
- 1.34 "Vehicle" means a vehicle as defined in the *Alberta Traffic Safety Act*.
- 1.35 "Violation Tag" means a ticket or similar document issued by the Town pursuant to the *Municipal Government Act*, R.S.A. 2000, c.M-26 as amended from time to time.

- 1.36 “Violation ticket” means a ticket issued pursuant to the *Provincial Offences Procedures Act*, RSA 2000, c P-34, as amended from time to time.

2. LICENSING PROVISIONS

- 2.1 A Dog license will only be provided to an Owner over the age of 18 years
- 2.2 The maximum number of Dog(s) on Private Property shall be two (2) Dog(s) over the age of six (6) months, except in the case of an Owner in possession of a Dog Fancier’s License.
- 2.3 Every person who resides within the municipal boundaries of the Town and being the Owner of a Dog(s) over the age of six (6) months shall on or before the thirty-first (31st) day of January in each year, pay the License Fee as set out in Schedule ‘B’ of this Bylaw, and obtain a License Tag for the current year for each Dog owned by the Owner. License applications can be made at the Town Office.
- 2.4 Every person who resides within the municipal boundaries of the Town who becomes the Owner of a Dog(s), or a person who takes up residence with the municipal boundaries of the Town and who is the Owner of a Dog(s) which is not licensed in accordance with the Bylaw, shall pay the License Fee, as set out in Schedule ‘B’ of the Bylaw, and obtain a License within fourteen (14) days of becoming the Owner of the Dog or being the Owner of the Dog and taking up residence within the Town.
- 2.5 When applying for a Dog License, the Owner shall provide information as required in Schedule ‘C’ to the Town and it is the responsibility of the Owner to ensure that the information provided is kept current.
- 2.6 License Tags are not transferable from one Dog to another, and no refund shall be made on any paid License Fee because of the death or sale of the Dog or upon the Owner’s leaving the Town before the expiration of the license period.
- 2.7 Any person who provides the Town with false or misleading information with respect to the information required in Section 2.5 or 2.12(a) is guilty of an offence.
- 2.8 Upon payment of the required License Fee as described in Schedule ‘B’ and providing the Town with the information set out in Section 2.5 or 2.12(a), an Owner will be supplied with a License Tag having a number which will be registered to that Dog. A new License Tag will not be provided each year. If the Owner requests a new or replacement License Tag, a fee will be applied as provided in Schedule ‘B’.
- 2.9 An Owner shall ensure that the License Tag is securely fastened to a choke chain, collar or harness worn by the Dog, with the License Tag to be worn by the Dog at all times.
- 2.10 Sections 2.1 to 2.10 shall not apply to persons temporarily visiting the Town for a period not exceeding fourteen (14) days.
- 2.11 Persons who possess identification proving ownership of a Guide Dog shall be required to obtain a License Tag, but are permitted to do so at no cost. Persons who possess identification proving ownership of a Service Dog shall be required to obtain a License Tag from the Town, but are

permitted to do so at no cost. Emotional Support Dogs, Comfort Dogs, and Therapy Dogs are not considered Guide or Service Dogs for the purpose of this Section.

2.12 A Dog Fancier's License may be issued upon satisfaction of the following conditions:

- (a) The Owner must submit an application as set out in Schedule 'D'. It is the responsibility of the Owner to ensure that the information provided as part of the Dog Fancier's License is kept current.
- (b) A Dog Fancier's License shall not be issued if, in the opinion of the Dog Control Officer, the site or conditions of the property at which the Dogs will be kept are unsuitable.
- (c) Any person who is refused a Dog Fancier's License may appeal the decision of the Dog Control Officer to Council provided such appeal is submitted in writing within fourteen (14) days of the Dog Control Officer's decision.
- (d) Any approved Dog Fanciers' License shall be issued upon payment of the fee specified in Schedule 'B'.
- (e) The Dog Control Officer may remove the Dog Fancier's License upon receipt of complaints from two or more neighbours residing within sixty (60) meters of the residence of the licensee.

3. DOG CONTROL PROVISIONS

- 3.1 An Owner whose Dog(s) is At Large is guilty of an offence.
- 3.2 An Owner whose Dog(s) excessively barks or howls so as to disturb the quiet, peace, or enjoyment of any person is guilty of an offence.
- 3.3 An Owner of any Dog(s) which has caused Damage to Public Property or Private Property, excluding the Property of the Dog(s)' Owner, within the municipal boundaries of the Town is guilty of an offence.
- 3.4 The Town may post signs indicating Public Property where Dogs are not permitted. An Owner whose Dog(s) is in an area where a sign prohibits the presence of Dog(s), whether At Large or under the control of such Owner, is guilty of an offence.
- 3.5 Subject to Section 3.8 the maximum number of Dog(s) on Private Property shall be restricted to two (2) Dogs over the age of six (6) months. An Owner who has more than two (2) Dogs over the age of six (6) months on Private Property is guilty of an offence.
- 3.6 The maximum number of Dangerous Dog(s) on Private Property shall be restricted to one (1) Dangerous Dog over the age of six (6) months. Any person who is the Owner of two (2) or more Dangerous Dogs over the age of six months on Private Property within the municipal boundaries of the Town is guilty of an offence. This Section shall not apply to premises lawfully used for the care and treatment of Dog(s), operated by, or under the supervision of a licensed veterinarian, or an authorized Dog Shelter.
- 3.7 Section 3.5 shall not apply to:
 - (a) Premises lawfully used for the care and treatment of Dog(s), operated by, or under the supervision of a licensed veterinarian;
 - (b) Any premises which may be used for the purpose of a Dog Show; or

(c) Any person in possession of a valid Town Dog Fancier's License.

3.8 An Owner of a Dog(s) is guilty of an offence if such Dog(s):

- (a) Attacks any person;
- (b) Threatens or harasses any person;
- (c) Chases any person while such person is on foot or bicycle;
- (d) Attacks, harasses, injures, or kills any animal unless acting in self-defence or in defence of a person.

3.9 Properties where Dog(s) are kept shall at all times be maintained in a clean, sanitary, and inoffensive condition, satisfactory to the Dog Control Officer. The Dog(s) Owner must not allow Dog feces to accumulate on the property.

3.10 An Owner of a Dog(s) shall, while that Dog(s) is not on the property of the Owner, ensure that and defecation by their Dog(s) is immediately removed and disposed of in a sanitary manner.

3.11 An Owner, who fails to comply with Sections 3.9 and 3.10, is guilty of an offence.

3.12 No person shall engage in the commercial business of breeding, buying, or selling of dogs, except at an authorized Dog Breeding Facility.

3.13 Where the Owner of a Dog provides a dog run or enclosure for a Dog the distance from the end of the dog run or enclosure to the adjacent property shall be no less than one (1) foot from the adjacent property line. The dog run must be secure and an adequate height and size for the Dog being housed.

3.14 The Owner of a Dog shall ensure that when a Dog(s) is in a Vehicle that the Dog(s) is either enclosed within the Vehicle or if the Dog(s) is in the uncovered box of a Vehicle that the Dog(s) is tethered in such a manner as to ensure that the Dog(s) cannot fall out or otherwise escape the Vehicle.

3.15 An Owner, who fails to comply with Section 3.14, is guilty of an offence.

3.16 Any person interfering with, hindering, or impeding a Dog Control Officer in the performance of any duty authorized by this Bylaw is guilty of an offence.

3.17 A Dog Control Officer or a person acting under the Dog Control Officer's authority in accordance with the Bylaw may confine any Dog(s) if the Owner of the Dog has been issued a Violation Tag and/or Ticket under any section of this Bylaw.

4. POWERS OF A DOG CONTROL OFFICER

4.1 Except otherwise provided herein, a Dog Control Officer or any person acting under the authority of a Dog Control Officer is hereby empowered to carry out the duties described herein and to enforce the provisions of the Bylaw.

4.2 A Dog Control Officer or a person acting under the authority of a Dog Control Officer is authorized to capture and impound in the Town Dog Shelter or at an authorized Dog Shelter any Dog(s) which is At Large. A Dog Control Officer is further authorized to take such reasonable measures as are necessary to subdue such Dog(s), including the use of tranquilizer equipment

and materials. If any such Dog(s) is injured, the Dog Control Officer may take it for veterinary care, which care shall be at the Owner's sole expense. Any veterinary care costs borne by the Town shall be a just debt due and owing to the Town by the Owner.

4.3 An impounded Dog(s) may be kept in the Town Dog Shelter or at an authorized Dog Shelter for a period of three (3) business days. Saturdays, Sundays, and statutory holidays shall not be included in the calculation of the three (3) business day period. During this period, any Dog(s) may be redeemed by its Owner, except as otherwise provided in the Bylaw, upon payment to the Town or its authorized agent of:

- (a) The appropriate impoundment fee as set out in Schedule 'B' of the Bylaw.
- (b) The appropriate License Fee if the Dog(s) is not licensed.
- (c) The cost of any veterinary treatment of any Dog(s) that is found to be injured when captured or injured in the process of capture.
- (d) If an Owner of a Dog(s) is identified and the person does not want to claim the Dog(s), they shall pay all impoundment fees including a surrender or euthanasia fee as set out in Schedule 'B'. Should the identified Owner not pay these fees the Dog Control Officer shall issue a Violation Tag for Dog At-Large under Schedule 'A'.
- (e) The appropriate fee as outlined in the policy of the Town where third-party expenses are incurred.

4.4 Upon having impounded a Dog(s) in the Town Dog Shelter or an authorized Dog Shelter for a period of three (3) business days in accordance with Section 4.2, the Dog Control Officer is authorized to:

- (a) Offer the Dog(s) for sale.
- (b) Destroy the Dog(s) in a humane manner, if the Dog has been deemed to be a Dangerous Dog in accordance with the *Dangerous Dog Act*, or if the Dog(s) is ill, injured or suffering and a veterinarian has deemed destroying the Dog(s) to be an appropriate action.
- (c) Allow the Dog(s) to be redeemed by its Owner in accordance with Section 4.3.

5. PENALTY PROVISIONS

5.1 Any person who contravenes any provision of the Bylaw is guilty of an offence and is liable on summary conviction to a fine as set out in Schedule 'A'.

5.2 Notwithstanding Section 5.1 of the Bylaw, any person who commits a second or subsequent offence under this Bylaw within one (1) year of committing the first offence may be liable to a fine as set out in Schedule 'A'.

5.3 Under no circumstances shall any person contravening any provision of the Bylaw be subject to the penalty of imprisonment.

6. ENFORCEMENT

6.1 A Dog Control Officer is hereby authorized and empowered to issue a Violation Tag to any person who the Dog Control Officer has reasonable and probable grounds to believe has contravened any provision in this Bylaw.

6.2 A Violation Tag may be issued to such person:

- (a) Personally; or
- (b) By mailing a copy to such person at their last known mailing address.

6.3 The Violation Tag shall be completed per Schedule 'E' and shall state:

- (a) The name of the Owner,
- (b) The offence,
- (c) The offence date and location,
- (d) The penalty for the offence as specified in Schedule 'A',
- (e) That the penalty shall be paid within fourteen (14) days of the issuance of the Violation Tag, and
- (f) Any other information as may be required by the Town or relevant legislation.

6.4 Where a contravention of this Bylaw is of a continuing nature, further Violation Tags may be issued by the Dog Control Officer, provided however, that no more than one Violation Tag shall be issued for each day that the contravention continues.

6.5 If the penalty specified on a Violation Tag is not paid within the prescribed time period, then the Dog Control Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act*.

6.6 Where a contravention of this Bylaw is of a continuing nature, further Violation Tickets may be issued by the Dog Control Officer, provided however, that no more than one Violation Ticket shall be issued for each day that the contravention continues.

6.7 No penalty imposed pursuant to this Bylaw shall include a prison term in default of payment of any fine imposed pursuant to this Bylaw.

7. EXISTING RIGHTS AFFECTED

7.1 The terms and provisions of the Bylaw shall apply with respect to any and all rights, interests and property existed both prior and subsequent to the date of the enactment of this Bylaw on the date of passing.

8. REPEAL

8.1 Bylaw 836/12 is hereby repealed.

9. EFFECTIVE DATE AND READINGS

9.1 This Bylaw shall take effect on the date of 3rd and final reading.

9.2 Read a first time this _____ day of _____ 2022.

9.3 Read a second time this _____ day of _____ 2022.

9.4 READ a third and final time this _____ day of _____ 2022.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

DRAFT



**Town of Bassano
Dog Control Bylaw 928/22**

**SCHEDULE 'A'
PENALTIES**

Offenses and penalties shall be issued per calendar year of January 1 to December 31 annually in accordance with the rates defined in Schedule 'A'.

A violation tag or violation ticket, be it a warning or penalty shall be issued with every enforcement action taken by a Dog Control Officer.

First Offence	\$150
Second Offence	\$300
Third Offence	\$600

DRAFT



Town of Bassano
Dog Control Bylaw 928/22

SCHEDULE 'B'
FEEES

License for each Unaltered Dog	\$40.00
License for each Altered Dog	\$20.00
License for Guide or Service Dog	No Fee
Dog Fancier License	\$100.00
Replacement License Tag	\$10.00
Catching Fee	\$75.00
Municipal Impound Fee	\$75.00/day
After Hours Call Out Fee	\$150.00
Veterinary Fees	As expended
Surrender or Euthanasia Fee	As expended

DRAFT



Town of Bassano
Dog Control Bylaw 928/22

SCHEDULE 'C'
APPLICATION FOR TOWN DOG LICENSE

Licence Fee per Dog	\$20.00 Neutered	\$40.00 Un-Neutered
Replacement Tag	\$10.00 (Old tag or tag not required)	
License Fee for Guide or Service Dog	No charge	

Name of Owner	
Housed Location of Dog(s)	
Address of Owner	
Mailing Address of Owner	
Phone Number(s)	
Emergency Name/Number(s)	

1st Dog

Name of Dog	
Description of Dog	
Type of Dog (Pet, Service, Guide, etc.)	
Proof of Service of Guide Dog	

2nd Dog

Name of Dog	
Description of Dog	
Type of Dog (Pet, Service, Guide, etc.)	
Proof of Service of Guide Dog	

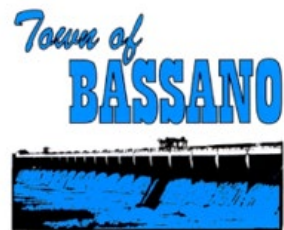
Replacement Tag No. _____ Issued for Dog: 1 or 2

It is understood that I am responsible for notifying the Town of Bassano of any changes to the above information. I also understand that I am responsible to ensure that my dog wears this tag. I also agree that if my dog is impounded without its tag the Town may not be able to notify me. I was made aware of the Dog Control Bylaw.

Date: _____ Signature of Owner _____

Renewal Date: _____ Signature of Owner _____

A COPY OF THIS FORM IS TO BE GIVEN TO THE APPLICANT FOR THEIR RECORDS AND ALSO IN CASE OF LOSS OF OR DAMAGE TO THE ORIGINAL TAG



Town of Bassano
Dog Control Bylaw 928/22

SCHEDULE 'D'
APPLICATION FOR TOWN DOG LICENSE - FANCIER

Licence Fee per Dog	\$20.00 Neutered	\$40.00 Un-Neutered
Replacement Tag	\$10.00 (Old tag or tag not required)	
License Fee for Guide or Service Dog	No charge	

Name of Owner	
Housed Location of Dog(s)	
Address of Owner	
Mailing Address of Owner	
Phone Number(s)	
Emergency Name/Number(s)	

Reason why limit of two (2) dogs is exceeded:		
Written consent of adjacent landowners is attached:	Yes	No
Dogs are housed:	Indoors	Outdoors

1st Dog

Name of Dog	
Description of Dog	
Type of Dog (Pet, Service, Guide, etc.)	
Proof of Service of Guide Dog	

2nd Dog

Name of Dog	
Description of Dog	
Type of Dog (Pet, Service, Guide, etc.)	
Proof of Service of Guide Dog	

3rd Dog

Name of Dog	
Description of Dog	
Type of Dog (Pet, Service, Guide, etc.)	
Proof of Service of Guide Dog	

4th Dog

Name of Dog	
Description of Dog	
Type of Dog (Pet, Service, Guide, etc.)	
Proof of Service of Guide Dog	

Replacement Tag No. _____ Issued for Dog: 1 2 3 4

It is understood that I am responsible for notifying the Town of Bassano of any changes to the above information. I also understand that I am responsible to ensure that my dog(s) wears this tag. I also agree that if my dog is impounded without its tag the Town may not be able to notify me. I was made aware of the Dog Control Bylaw.

Date: _____ Signature of Owner _____

Renewal Date: _____ Signature of Owner _____

A COPY OF THIS FORM IS TO BE GIVEN TO THE APPLICANT FOR THEIR RECORDS AND ALSO IN CASE OF LOSS OF OR DAMAGE TO THE ORIGINAL TAG

FOR OFFICE USE ONLY
Dog Control Officer Checked Site On:
Dog Control Officer Confirmed Suitability of Site:
Comments:
Licence Approval: Yes OR No Date:



Schedule 'E'

Town of Bassano

Dog Control Bylaw 928/22 – Violation Tag

Pursuant to the Town of Bassano’s Dog Control Bylaw 928/22 this is notification that you are hereby in contravention of the bylaw and are subject to pay the specified penalty to the Town within 14 days of receiving this notice.

This violation tag has been issued by the Town of Bassano’s Bylaw Enforcement Division to:

Property Owner/Occupant	
Location of Offence (address)	
Date of Order	
Offence Section	
Description of Offense	
Order of Violation	<input type="checkbox"/> Warning <input type="checkbox"/> 1 st Offense <input type="checkbox"/> 2 nd Offense <input type="checkbox"/> 3 rd Offense <input type="checkbox"/> Subsequent
Penalty	<input type="checkbox"/> None <input type="checkbox"/> \$150 <input type="checkbox"/> \$300 <input type="checkbox"/> \$600 <input type="checkbox"/> \$ _____
<u>Other:</u> 	

Dog Control Officer

Date

BYLAW 836/12
Dog Control Bylaw

of the

TOWN OF BASSANO
in the Province of Alberta

Being a Bylaw of the Town of Bassano for licensing, regulating and confinement of dogs.

WHEREAS the Council for the Town of Bassano wishes to regulate and control dogs, in the Town of Bassano; and

WHEREAS by virtue of the power conferred on it by the Municipal Government Act R.S.A. 2000, Chapter M-26, as amended thereto, provides that the Council of a Municipality may pass by-laws regarding wild and domestic animals and activities in relation to them;

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

SECTION 1 – SHORT TITLE

1.1 This Bylaw shall be known and may be cited as the “**Dog Control Bylaw**” of the Town of Bassano.

SECTION 2 - DEFINITIONS AND INTERPRETATIONS

2.1 In this bylaw the following terms (unless the context specifically requires otherwise) shall have the following meanings:

“**At Large**” shall mean where a Dog which is at any place other than the property of the Owner or Permitted Property and is not being carried by any person or is not otherwise restrained by a permitted leash held by a person or tied to a fixed object in a safe manner not causing a nuisance and that leash is attached to a choke chain, collar or harness securely holding that Dog;

“**Bylaw**” means the Town of Bassano Dog Control Bylaw No. 836/12 as maybe amended from time to time.

“**Damage to Public or Private Property**” shall include defecating on such property;

“**Dog**” shall mean either the male or female of any domesticated canine species;

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- “Dog Breeding Facility”** shall mean the physical premises where Dogs are harbored, bred, bought or sold by a Dog Breeder;
- “Dog Control Officer”** shall mean a Bylaw Enforcement Officer appointed by the Town to do any act or perform any duties under this Bylaw and includes a member of the Royal Canadian Mounted Police, a Community Peace Officer, and an animal protection agency;
- “Dog Fancier’s License”** shall mean a license issued annually to an owner permitting the keeping or harbouring, on a private property occupied by the owner, up to four (4) licensed dogs over the age of six months;
- “Dog Show”** shall mean any event for the purpose of showing or exhibiting Dogs which is sanctioned or recognized by the Canadian Kennel Club or the Town of Bassano Dog Control Officer;
- “Dog Training School”** shall mean any facility for which the primary purpose is the training of Dogs, and at which facility Dog training activities are under the direct control and supervision of a Dog trainer;
- “Entrance”** shall mean any access to property of the owner by which persons or vehicles may enter onto property of the owner;
- “Land Use Bylaw”** shall mean the Town’s Land Use Bylaw 766/99, as amended from time to time or replaced by a Land Use Bylaw enacted pursuant to the Municipal Government Act, R. S.A. Chapter M-26 as amended;
- “Licensee”** shall mean the minimum age required to obtain a Dog license is 18 years of age;
- “License Fee”** shall be that fee set out in Schedule “B” of this Bylaw;
- “License Tag”** shall mean an identification tag issued by the Town showing the license number for a specific Dog;
- “Muzzle”** shall mean any humane device which prevents a Dog from biting or otherwise injuring with its mouth any person, animal or property;
- “Ordinarily Resident”** shall mean usually present on a particular property;
- “Owner”** shall mean:
- (a) person who has the care, charge, custody, possession or control of a dog

- (b) a person who owns or who claims any proprietary interest in a Dog;
- (c) a person who harbors, suffers or permits a Dog to be present on any property owned or under his control;
- (d) a person who claims and receives a Dog from the custody of the Town Dog Shelter or a Dog Control Officer, or;
- (e) a person to whom a Licence Tag was issued for a Dog in accordance with this Bylaw;

"Permitted Leash" shall mean a leash adequate to control the Dog to which it is attached, and which leash shall not exceed two meters in length;

"Permitted Property" shall mean private property upon which the Owner has the express permission of the owner of that property to allow the Owner's Dog to be At Large or a public property area which the Town, by resolution of Council has designated that Dogs may be At Large and which public property is posted with signs to that effect. This provision shall not apply to Restricted Dogs and Vicious Dogs;

"Possession" shall mean:

- (a) having physical or effective control of a Dog;
- (b) having given physical or effective control of a Dog to another person for the purpose of controlling the Dog for a period of time;
- (c) where one of two or more persons has physical or effective control of a Dog, it shall be deemed to be in the control of each and all of them;

"Prohibited Dog" shall mean any Dog included in Schedule "D" of this Bylaw;

"Private Property" shall mean any property in which the Owner has a legal or equitable interest or over which the owner has been given the control over or use of by the legal or equitable owner of the property, and which property shall include, without limiting the generality of the foregoing, land, buildings, apartment units, condominiums, mobile home trailers and vehicles;

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- “Public Property Area”** shall mean property owned by or under the control and management of the Town or any other public or governmental authority within the municipal boundaries of the Town, which, without limiting the generality of the foregoing shall include parks and school grounds;
- “Replacement License Tag”** shall mean a License Tag to replace a lost or damaged License Tag, pursuant to Section 3.9, herein;
- “Restricted Dog”** shall mean any Dog included in Schedule “C” of this Bylaw and/or any dog that has been previously issued a violation ticket/tag for any violent act/behavior towards any person or animal;
- “Secure Enclosure”** shall mean a building, cage or fenced area of such construction that will not allow the confined Dog or Dogs to escape from that enclosure;
- “Town”** shall mean the Town of Bassano, a municipal corporation in the Province of Alberta, or the geographical area contained within the boundaries of the Town of Bassano, as the context may require;
- “Town Dog Shelter”** shall mean premises designated by the Town for the impoundment and care of dogs;
- “Town Manager”** shall mean Chief Administrative Officer (C.A.O.) of the Town of Bassano or any delegate authorized by the Town manager.
- “Vehicle”** shall mean a vehicle as defined in the Alberta Traffic Safety Act;
- “Vicious Dog”** shall mean any dog, whatever its age, whether on public or private property which has:
- (a) Without provocation chased, insured or bitten any other domestic animal or human; or
 - (b) Without provocation damaged or destroyed private or Public Property; or
 - (c) Without provocation threatened or created the reasonable apprehension of a thread to other domestic animals or humans and which in the opinion of Justice presents a thread of serious harm to other domestic animals or humans; or

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- (d) Has been previously determined to be a vicious dog under the Dangerous Dogs Act of Alberta or by the Courts.

“Violation Tag “ shall mean a written notice, in a form approved by the Chief Administrative Office, issued by a Bylaw Enforcement Officer, to advise a person that a violation of this Bylaw has occurred and that, by payment of a specified amount to the Town Office within a set time period, that person will avoid prosecution for the offence.

“Violation Ticket” shall mean a ticket issued pursuant to Part 2 of the Provincial Offences Procedure Act, R.S.A. 2000, c. P-34, as amended, and any regulations thereunder.

SECTION 3 - LICENSING PROVISIONS

- 3.1 A Licensee under the age of 18 years of age is guilty of an offense.
- 3.2 The maximum number of Dogs on a private property shall be restricted to two (2) dogs over the age of six (6) months, except in the case where an Owner is in receipt of a Dog Fancier's License.
- 3.3 Every person who resides within the municipal boundaries of the Town and being the Owner of a Dog over the age of six (6) months shall on or before the thirty-first (31st) day of January in each year, pay the License Fee as set out in Schedule “B” of this Bylaw, and obtain a License Tag for each Dog for the current year by the thirty-first (31st) day of January, by applying at the Town Office.
- 3.4 Every person who resides within the municipal boundaries of the Town who becomes the Owner of a Dog, or a person who takes up residence within the municipal boundaries of the Town and who is the Owner of a Dog which is not licensed in accordance with this Bylaw, shall pay the License Fee, as set out in Schedule B” of this Bylaw, and obtain a License within fourteen (14) days after becoming the Owner of the Dog or being the Owner of the Dog and taking up residence within the Town.
- 3.5 On applying for a Dog License, the Owner shall provide information as required in Schedule “E” to the Town and it is the responsibility of the Owner to ensure that the information provided is kept current.
- 3.6 License Tags are not transferable from one Dog to another and no refund shall be made on any paid License Fee because of the death or sale of the Dog or upon the Owner's leaving the Town before the expiration of the license period.
- 3.7 Any person who provides the Town with false or misleading information with respect to the information required in Section 3.5 or 3.14 (a) herein is guilty of an offense.

- 3.8 Upon payment of the required License Fee as described in Schedule "B" and providing to the Town with the information set out at Section 3.5 or 3.14 (a) herein, an Owner will be supplied by the Town with an License Tag having a number which will be registered to that Dog.
- 3.9 An Owner shall ensure that the License Tag is securely fastened to a choke chain, collar or harness worn by the Dog, with the License Tag to be worn by the Dog at all times when the Dog is on property other than the property of the Dog Owner.
- 3.10 An Owner of an unlicensed Dog is guilty of an offense.
- 3.11 An Owner of a Dog, which has been licensed under this Bylaw, may obtain a Replacement License Tag to replace one, which has been lost or damaged, upon payment of the Replacement License Tag fee as set out in Schedule "B" of this Bylaw.
- 3.12 The provisions of Sections 3.1 to 3.11 herein, shall not apply to persons temporarily visiting the Town for a period not exceeding fourteen (14) days.
- 3.13 Notwithstanding the provisions of Sections 3.1 to 3.5 herein, persons who are handicapped by reason of sight or hearing impairment and who possess identification proving ownership of a Guide Dog for their use shall not be required to pay a License Fee to the Town.
- 3.14 A Dog Fancier's License may be issued upon the following conditions:
- (a) The Owner submit an application as required in Schedule "F" and it is the responsibility of the Owner to ensure that the information provided is kept current.
 - (b) A Dog Fancier's License shall not be issued if, in the opinion of the Dog Control Officer, the site or conditions are unsuitable.
 - (c) Any person who is refused a Dog Fancier's License may appeal the decision of the Dog Control Officer to Council provided such appeal is submitted in writing within fourteen (14) days of the Dog Control Officers decision.
 - (d) Any approved Dog License and Dog Fancier's License shall be issued upon payment of the fee specified in Schedule "B" of this Bylaw.
 - (e) The Dog Control Officer may remove the Dog Fancier's License upon receipt of complaints from two or more neighbors residing within sixty (60) meters of the residence of the licensee.

SECTION 4 - DOG CONTROL PROVISIONS

- 4.1 An Owner whose Dog is At Large is guilty of an offense.
- 4.2 An Owner who's Dog excessively barks or howls so as to disturb the quiet or repose of any person is guilty of an offense.
- 4.3 An Owner of any Dog which has damaged any Public Property Area or Private Property not the Property of the Owner within the municipal boundaries of the Town is guilty of an offense.
- 4.4 The Town may post signs indicating those Public Property Areas where Dogs are not permitted, and an Owner whose Dog is in an area where a sign prohibits the presence of Dogs, whether At Large or under the control of such Owner, is guilty of an offense.
- 4.5 Subject to Section 4.8 and Section 4.9 herein, the maximum number of Dogs on a private property, shall be restricted to two (2) dogs over the age of six (6) months, which only one Dog may be from the restricted list Schedule "C" or a vicious dog.
- 4.6 Notwithstanding any provision to the contrary in this Bylaw, no more than two (2) Dogs over the age of six (6) months shall be on any Private Property within the municipal boundaries of the Town and only one Dog may be from the restricted list Schedule "C" or a vicious dog .
- 4.7 An Owner, who owns more than two (2) Dogs over the age of six (6) months as provided in Section 4.6 herein, is guilty of an offense.
- 4.8 Any person who is the Owner of two (2) or more Vicious or Restricted Dogs over the age of six (6) months on a Private Property within the municipal boundaries of the Town is guilty of an offense.
- 4.9 Sections 4.5, 4.6, 4.7 and 4.8 herein, shall not apply to:
- (a) Premises lawfully used for the care and treatment of Dogs, operated by, or under the supervision of a licensed Veterinarian;
 - (b) Any premises which may be used for the purpose of a Dog Show;
 - (c) Any person in possession of a valid Town Dog Fancier's License.
- 4.10 An Owner of a Dog is guilty of an offense if such Dog:
- (a) Attacks any person;

- (b) Threatens or harasses any person;
 - (c) Chases any person while such person is on foot or bicycle;
 - (d) Attacks, harasses, injures or kills any animal unless acting in self-defense or in defense of a person.
- 4.11 An Owner of a Restricted Dog is guilty of an offense if such Dog is not at all times while on the Property of the Owner confined within a Secure Enclosure, unless such Dog is on a Permitted Leash held and controlled by the Owner.
- 4.12 An Owner of a Restricted Dog shall, at all times when such Dog is on the Property of the Owner, post each Entrance to that property with a clearly visible warning sign which warns that a Restricted Dog is on the Property of the Owner. Required signs must be purchased from the Town of Bassano.
- 4.13 Any Owner, who fails to post warning signs as required in Section 4.12 herein, is guilty of an offense.
- 4.14 An Owner of a Restricted Dog is guilty of an offense if such dog is not, at all times while on property which is not the property of the Owner, confined within a Secure Enclosure, unless such Restricted Dog is Muzzled and is on a Permitted Leash held and controlled by the Owner.
- 4.15 An Owner shall not be required to have a Restricted Dog wearing a Muzzle and on a Permitted Leash while that Restricted Dog is being shown or displayed at a Dog Show, or is in attendance at a Dog Training School.
- 4.16 Any person who abuses or injures any Dog in the Town is guilty of an offense.
- 4.17 Any person who teases, torments or annoys any Dog in the Town is guilty of an offense.
- 4.18 Any person who without the authorization of the Owner unties, loosens or otherwise frees a Dog, which is not in distress, is guilty of an offense.
- 4.19 Properties where dogs are kept shall at all times be maintained in a cleaned, sanitary and inoffensive condition, satisfactory to the Dog Control Officer. The Dog Owner must not allow dog feces to accumulate on the property.
- 4.20 An Owner of a Dog shall, while that Dog is not on the Property of the Owner, ensure that any defecation by his/her Dog is immediately removed and disposed of in a sanitary manner.
- 4.21 An Owner, who fails to comply with the provisions of Section 4.19 and 4.20 herein, is guilty of an offense.



- 4.22 No person shall engage in the commercial business of breeding, buying or selling dogs.
- 4.23 Where the owner of a dog provides a dog run or enclosure on the property the distance to the adjoining property shall be no less than one (1) foot from the property line. The dog run must be secure and of an adequate height and size for the dog being housed.
- 4.24 The Owner of a Dog shall ensure that when that the Dog is in a vehicle that the Dog is either enclosed within the vehicle or if the Dog is in the uncovered box of a truck that the Dog is tethered in such a manner as to ensure that the Dog cannot fall out of or otherwise escape the truck.
- 4.25 An Owner, who fails to comply with the provisions of Section 4.2 herein, is guilty of an offense.
- 4.26 Any person interfering with, hindering or impeding a Dog Control Officer in the performance of any duty authorized by this Bylaw is guilty of an offense.
- 4.27 An Owner of a Prohibited Dog is guilty of an offense if such Dog is brought into the corporate boundaries of the Town of Bassano.
- 4.28 A Dog Control Officer or a person acting under the Dog Control Officer's authority in accordance with Section 5.5 of the Bylaw may confine any Dog, the Owner of which has been issued a Violation Tag and/or Ticket under Section 4.10. Subsections (a), (b), (c) and (d) of this Bylaw.

SECTION 5 - POWERS OF A DOG CONTROL OFFICER

- 5.1 Except as otherwise provided herein, a Dog Control Officer or any person acting under the authority of a Dog Control Officer is hereby empowered to carry out the duties described herein and to enforce the provisions of this Bylaw.
- 5.2 A Dog Control Officer or a person acting under the authority of a Dog Control Officer is authorized to capture and impound in the Town Dog Shelter any Dog which is At Large. A Dog Control Officer, but not a person acting under the authority of a Dog Control Officer, is further authorized to take such reasonable measures as are necessary to subdue such dogs, including the use of tranquilizer equipment and materials. If any such Dog is injured, it may be taken to a Veterinarian for treatment and then to the Town Dog Shelter.
- 5.3 An impounded Dog may be kept in the Town Dog Shelter for a period of forty-eight (48) hours. Saturdays, Sundays and Statutory holidays shall not be included in the calculation of the forty-eight (48) hour period. During this period, any Dog may be redeemed by its Owner, except as otherwise provided in this Bylaw, upon payment to the Town or its authorized agent of:



The appropriate impoundment fee as set out in Schedule "B" of this Bylaw;

The appropriate License Fee when the Dog is not licensed; and

The cost of any veterinary treatment of any Dog that is found to be injured when captured or injured in the process of capture;

If a dog owner is identified he shall pay all impoundment fees including a euthanasia fee if he does not want to claim the dog. Should the identified Owner not pay the appropriate fees the Dog Control Officer shall issue a Violation Tag for Dog at Large Section 4.1 under Schedule "A" with no provision of reduction for early payment.

5.4 Upon having been impounded in the Town Dog Shelter for a period of forty-eight (48) hours in accordance with the provisions of Section 5.2 herein, the Dog Control Officer is authorized to:

- (a) Offer the Dog for sale;
- (b) Destroy the Dog in a humane manner;
- (c) Allow the Dog to be redeemed by its Owner in accordance with the provisions of Section 5.3 herein;
- (d) Continue to impound the Dog for an indefinite period of time.

5.5 A Dog Control Officer or a person acting under the Dog Control Officer's authority may impound any Dog described in Section 4.27. If within forty-eight (48) hours thereafter the Dog is not claimed, the Dog Control Officer is authorized to proceed in accordance with Section 5.4, Subsection (a), (b) or (d).

SECTION 6 - PENALTY PROVISIONS

6.1 Any person who contravenes any provision of this Bylaw is guilty of an offense and is liable on summary conviction to a fine as set out in Schedule "A" of this Bylaw.

6.2 Notwithstanding Section 6.1 of this Bylaw, any person who commits a second or subsequent offense under this Bylaw within one (1) year of committing the first offense may be liable to a fine as set out in Schedule "A" of this Bylaw.

6.3 Under no circumstances shall any person contravening any provision of this Bylaw be subject to the penalty of imprisonment.

SECTION 7 - ENFORCEMENT

- 7.1 A Dog Control Officer is hereby authorized and empowered to issue a Violation Tag to any person who the Dog Control Officer has reasonable and probable grounds to believe has contravened any provision in this Bylaw.
- 7.2 A Violation Tag may be issued to such person:
- (a) Personally; or
 - (b) By mailing a copy to such person at his last known post office address; or
 - (c) Upon retrieval of such person's Dog from the Town Dog Shelter.
- 7.3 The Violation Tag shall be in a form approved by the Town and shall state:
- (a) The name of the Owner;
 - (b) The offense;
 - (c) The appropriate penalty for the offense as specified in Schedule "A" of this Bylaw;
 - (d) That the penalty shall be paid within fourteen (14) days of the issuance of the Violation Tag, and
 - (e) Any other information as may be required by the Town.
- 7.4 Where a contravention of this Bylaw is of a continuing nature, further Violation Tags may be issued by the Dog Control Officer, provided however, that no more than one Violation Tag shall be issued for each day that the contravention continues.
- 7.5 Where a Violation Tag is issued pursuant to Section 7.1 and 7.4 of this Bylaw, the person to whom the Violation Tag is issued may, in lieu of being prosecuted for the offense, pay to the Town within the time specified in Section 7.3. Subsection (d) herein, a reduced early payment penalty specified on the Violation Tag, and as set out in Schedule "A" of this Bylaw.
- 7.5.1 If the penalty specified on a Violation Tag is not paid within the prescribed time period, then a Dog Control Officer is hereby authorized and empowered to lay a complaint and issue a Summons by means of a Violation Ticket, with the issuance of a Violation Ticket to be carried out in accordance with the provisions of the Provincial Offenses Procedure Act R.S.A. 2000, Chapter P-34 as amended.



- 7.7 Where a contravention of this Bylaw is of a continuing nature, further Violation Tickets may be issued by the Dog Control Officer, provided however, that no more than one Violation Ticket shall be issued for each day that the contravention continues.
- 7.8 No penalty imposed pursuant to this Bylaw shall include a prison term in default of payment of any fine imposed pursuant to this Bylaw.

SECTION 8 - EXISTING RIGHTS AFFECTED

- 8.1 The terms and provisions of this Bylaw shall apply with respect to any and all rights, interests and property existed both prior and subsequent to the date of the enactment of this Bylaw with respect to Dogs which are not licensed in accordance with the provisions of this Bylaw on December 31, 2011.

SECTION 9 - REPEAL

- 9.1 Bylaw Number 757/98 is hereby repealed.

SECTION 10 - EFFECTIVE DATE

- 10.1 This Bylaw shall come into force on final passing thereof.

Read a first time this 28th day of May, 2012.

Read a second time this 28th day of May, 2012.

Read a third time and finally passed this 28th day of May, 2012.



Mayor



Chief Administrative Officer

SCHEDULE "A"

PENALTIES

Offense	Penalties	Early Payment Penalty	Second or Subsequent Offense Within One Year	Early Payment Penalty	Section Subsection
1. Providing false or misleading Information	\$ 375.00	\$ 300.00	\$ 750.00	\$ 600.00	3.7
2. Failure to be the holder of a current Dog License: - Restricted Dog - Other Dog	\$ 375.00 \$ 150.00	\$ 300.00 \$ 112.50	\$ 750.00 \$ 300.00	\$ 600.00 \$ 225.00	3.10 3.10
3. Licensed Dog not wearing License Tag	\$ 45.00	\$ 30.00	\$ 75.00	\$ 45.00	3.9
4. Dog at Large: - Restricted Dog Other Dogs: - Unlicensed Dog - Licensed Dog	\$ 187.50 \$ 112.50 \$ 75.00	\$ 135.00 \$ 75.00 \$ 37.50	\$ 375.00 \$ 225.00 \$ 150.00	\$ 270.00 \$ 150.00 \$ 112.50	4.1 4.1 4.1
5. Dog in an area where the presence of dogs is prohibited by a sign	\$ 150.00	\$ 112.50	\$ 300.00	\$ 225.00	4.4
6. Harboring three (3) or more Dogs over the age of six Months	\$ 375.00	\$ 300.00	\$ 750.00	\$ 600.00	4.7
7. Harboring two (2) or more Restricted Dogs over the age of six (6) Months	\$ 750.00	\$ 600.00	\$1,500.00	\$1,200.00	4.8
8. Dog damaging a Public Property Area or private property	\$ 150.00	\$ 112.50	\$ 300.00	\$ 225.00	4.3

**SCHEDULE "A"
PENALTIES**

Offense	Penalties	Early Payment Penalty	Second or Subsequent Offense Within One Year	Early Payment Penalty	Section Subsection
9. Dog barking or howling	\$ 75.00	\$ 37.50	\$ 150.00	\$ 112.50	4.2
10. Dog:					
- attacking a person	\$ 375.00	\$ 300.00	\$ 750.00	\$ 600.00	4.10 (a)
- threatening or harassing a person or animal	\$ 150.00	\$ 112.50	\$ 300.00	\$ 225.00	4.10 (b)
- chasing persons while walking, running, or on a bicycle	\$ 150.00	\$ 112.50	\$ 300.00	\$ 225.00	4.10 (c)
- attacking, injuring or killing any animal	\$ 375.00	\$ 300.00	\$ 750.00	\$ 600.00	4.10 (d)
11. Restricted Dog:					
- attacking a person	\$ 750.00	\$ 600.00	\$1,500.00	\$1,200.00	4.10 (a)
- threatening or harassing a person or animal	\$ 300.00	\$ 225.00	\$ 600.00	\$ 450.00	4.10 (b)
- chasing persons while walking, running, or on a bicycle	\$ 300.00	\$ 225.00	\$ 600.00	\$ 450.00	4.10 (c)
- attacking, injuring or killing any animal	\$ 750.00	\$ 600.00	\$1,500.00	\$1,200.00	4.10 (d)
12. Restricted Dog on property of Owner not in Secure Enclosure on Permitted Leash held and Controlled by Owner - Restricted Dog	\$ 300.00	\$ 225.00	\$ 600.00	\$ 450.00	4.11
13. Failing to post property with warning sign(s)	\$ 150.00	\$ 112.50	\$ 300.00	\$ 225.00	4.12

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**"SCHEDULE "A"
PENALTIES**

Offense	Penalties	Early Payment Penalty	Second or Subsequent Offense Within One Year	Early Payment Penalty	Section Subsection
14. Restricted Dog on property not the property of Owner not in Secure Enclosure or wearing a Muzzle and on Permitted Leash held and controlled by Owner - Restricted Dog	\$ 300.00	\$ 225.00	\$ 600.00	\$ 450.00	4.14
15. Abusing or injuring any Dog	\$ 300.00	\$ 225.00	\$ 600.00	\$ 450.00	4.16
16. Teasing or annoying any Dog	\$ 150.00	\$ 112.50	\$ 300.00	\$ 225.00	4.17
17. Untying, loosening or otherwise freeing a Dog without authorization	\$ 300.00	\$ 225.00	\$ 600.00	\$ 450.00	4.20
18. Failing to ensure that defecation is immediately removed	\$ 75.00	\$ 37.50	\$ 150.00	\$ 112.50	4.23
19. Failing to ensure that Dog is enclosed in vehicle or tethered in a truck box	\$ 75.00	\$ 37.50	\$ 150.00	\$ 112.50	4.26
20. An offense under this Bylaw, for which a penalty is not otherwise provided	\$ 150.00	\$ 112.50	\$ 300.00	\$ 225.00	
21. Interference with enforcement of this Bylaw	\$ 375.00	\$ 300.00	\$ 750.00	\$ 600.00	4.28
22. Prohibited Dog brought into the Town of Bassano	\$ 375.00	\$ 300.00	\$ 750.00	\$ 600.00	4.29
23. None removal of Dog Feces	\$ 150.00	\$ 125.00	\$300.00	\$200.00	4.23

**Town of Bassano
Bylaw 836/12**

"SCHEDULE B"

FEES

1.	License for each Unaltered Dog	\$ 40.00
	License for each Fixed dog	\$ 20.00
2.	Dog Fancier License	\$100.00
3.	Replacement License Tag	\$ 5.00
4.	Catching Fee	\$ 35.00
5.	Impoundment fees	\$ 30.00/day
6.	Call out fee for releasing dogs at any time outside of the Regular Public Works working hours	\$ 50.00
7.	Restricted Dog warring signs	\$ 7.50 per sign
8.	Veterinary Fees (Medical)	\$ As Expended

**“SCHEDULE C”
RESTRICTED DOGS**

1. Dogs of mixed breeding which includes any of the following:
 - (a) Pit Bull or what is commonly referred to as a Pit Bull;
 - (b) Pit Bull Terrier;
 - (c) American Pit Bull Terrier;
 - (d) Pit Dogs;
 - (e) English Staffordshire Terrier;
 - (f) American Bull Terrier;
 - (g) Staffordshire Bull Terrier;
 - (h) American Staffordshire Terrier; and
 - (i) Staffordshire Terrier

2. The terms and provisions of this schedule shall apply with respect to any and all rights, interests and property existing both prior and subsequent to the date of the enactment of this Bylaw with respect to Dogs which are not licensed in accordance with the provisions of this Bylaw on the date of final reading.

2/2

'SCHEDULE D'
PROHIBITED DOGS

1. Dog of mixed breeding which includes a cross between Pit Bull Terriers and any of the following:
 - (a) Mastiff;
 - (b) Rottweiler;
 - (c) Rhodesian Ridgeback

MS

SCHEDULE "E"

APPLICATION FOR TOWN DOG LICENSE

Licence Fee per Dog \$20.00 altered \$40.00 unaltered
Replacement Tag per Dog \$5.00 (Old Tag or Tag not required)

Name of Owner _____

Location Dog(s) will be housed: _____

Address of Owner Box _____ Bassano, AB T0J 0B0

Phone Number Home _____ Work Number _____

Emergency Alternate Phone Number _____

1) Name of Dog _____ Tag Number _____

Description of Dog (Color/Sex/Special Marks etc.) _____

2) Name of Dog _____ Tag Number _____

Description of Dog (Color/Sex/Special Marks etc.) _____

Replacement Tag No. _____ Issued for Dog : 1 or 2

It is understood that I am responsible for notifying the Town of Bassano of any changes to the above information. I also understand that I am responsible to ensure that my dog wears this tag. I also agree that if my dog is impounded without its tag the Town may not be able to notify me. I was made aware of the Dog Control Bylaw.

Date _____ Signature of Owner _____

Renewal Date _____ Signature of Owner _____

Renewal Date _____ Signature of Owner _____

Renewal Date _____ Signature of Owner _____

NOTE: A COPY OF THIS FORM IS TO BE GIVEN TO THE APPLICANT FOR THEIR RECORDS AND ALSO IN CASE OF LOSS OF OR DAMAGE TO THE ORIGINAL TAG.



SCHEDULE "F"

APPLICATION FOR TOWN Dog LICENSE

Dog Fancier License Fee \$100.00
Licence Fee per Dog \$20.00 altered \$40.00 unaltered
Replacement Tag per Dog \$5.00 (Old Tag or Tag not required)

Name of Owner _____

Location Dogs will be housed _____

Address of Owner Box _____ Bassano, AB T0J 0B0

Phone Number Home _____ Work Number _____

Emergency Alternate Phone Number _____

Reason why limit of 2 dogs is exceeded _____

Written consent of adjacent landowners is attached yes no

Facility Dogs are housed: Indoors _____ Outdoor _____

1) Name of Dog _____ Tag Number _____

Description of Dog (Color/Sex/Special Marks etc.) _____

2) Name of Dog _____ Tag Number _____

Description of Dog (Color/Sex/Special Marks etc.) _____

**Town of Bassano
Bylaw 836/12**

3) Name of Dog _____ Tag Number _____

Description of Dog (Color/Sex/Special Marks etc.) _____

4) Name of Dog _____ Tag Number _____

Description of Dog (Color/Sex/Special Marks etc.) _____

Replacement Tag No. _____ Issued for Dog : 1 2 3 4

It is understood that I am responsible for notifying the Town of Bassano of any changes to the above information. I also understand that I am responsible to ensure that my dog wears this tag. I also agree that if my dog is impounded without its tag the Town may not be able to notify me. I was made aware of the Dog Control Bylaw.

Date _____ Signature of Owner _____

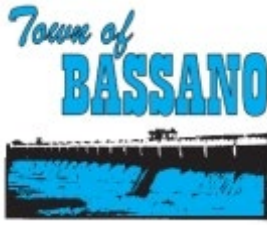
Renewal Date _____ Signature of Owner _____

Renewal Date _____ Signature of Owner _____

Renewal Date _____ Signature of Owner _____

NOTE: A COPY OF THIS FORM IS TO BE GIVEN TO THE APPLICANT FOR THEIR RECORDS AND ALSO IN CASE OF LOSS OF OR DAMAGE TO THE ORIGINAL TAG.

<u>Office use only</u>			
Dog Control Officer visited site on _____			
Site is suitable _____			
Comments _____			
Date _____	License was	Approved _____	Declined _____



REQUEST FOR DECISION

Meeting: September 12, 2022

Agenda Item: 6.3

Bassano Outdoor Pool - Concession Contract – Reimbursement Request

BACKGROUND:

Prior to 2022, the Joint Use Facility kitchen did not operate during the pool season except for the sale of chips, candy bags, and drinks. On May 9, 2022, Town Council permitted a contract with Pat Blake to operate the kitchen on a trial basis as a value-added service for pool patrons and the community. Rent was set at \$500.00.

Many lessons were learned over the course of the season.

1. Ms. Blake indicated June was not as profitable as she had hoped. This may have been because school was still in session and the delayed start to the season due to liner issues. Also, it took time to establish the business, advertise, and attract customers. As per discussions with Ms. Blake, July and August seemed to be better.
2. Pool staff had access to the kitchen at the beginning of the season. Operational changes were made to restrict access to the kitchen. Administration received claims that theft from the kitchen occurred. This claim was investigated, and action was taken.
3. Administration received claims that pool staff were not being respectful towards Ms. Blake. This claim was investigated, and action was taken.
4. Administration received claims that pool staff were not promoting onsite food sales. This claim was investigated, and action was taken.

The working relationship between pool staff and Ms. Blake was strained due to the reasons above and her interpretation of how pool staff should operate and conduct themselves.

On August 12, 2022, Ms. Blake ceased concession operations. She explained that the concession was not profitable and that she was dissatisfied with her current situation. Prior to her departure, a letter was sent to Ms. Blake summarizing the season's challenges and addressing her concerns about pool staff responsibilities.

REQUEST FOR REFUND:

Ms. Blake did not operate from August 12-28, 2022 (16 days), she has requested that 50% of her rent be reimbursed (\$250).

OPTIONS:

#1 – That council declines Pat Blake's reimbursement request letter dated August 13, 2022 for the summer concession rental for 50 percent of the August kitchen rental rate in the amount of \$250 as she chose to close services early. The pool and facility were in full operation until the end of August 2022.

#2 – That council accepts Pat Blake’s letter dated August 13, 2022 for the summer concession rental and reimburses 50 percent of the August kitchen rental rate in the amount of \$250 as she chose to close services early.

#3 – That council accepts Pat Blake’s letter dated August 13, 2022 for the summer concession rental and provides a partial reimbursement of the August kitchen rental of \$100 as she chose to close services early. Unfair notice was provided to the municipality regarding termination of the service.

CAO COMMENTS:

The Town aims to develop opportunities that benefit both our recreation facilities and Bassano’s service providers. Both the Pool Manager and Ms. Blake expressed that the concession service was well received by pool patrons.

While challenges related to concession operations were remediated, the frustrations experienced by Ms. Blake were not unfounded.

A formal written contract was not executed prior to Ms. Blake starting operations in the kitchen because operational challenges. The recreation department was focused on onboarding and staff and training to align with implementation of the operations plan. Had a formal written contract been provided, this matter would have been addressed.

There was ongoing communication with Ms. Blake throughout the summer season. She was reminded as were all staff that this was a business contract. Facility and staff management was outside the purview of concession services.

ALIGNMENT WITH STRATEGIC PLAN

G2 – T5

RECOMMENDATION

That council declines Pat Blake’s reimbursement request letter dated August 13, 2022 for the summer concession rental for 50 percent of the August kitchen rental rate in the amount of \$250 as she chose to close services early. The pool and facility were in full operation until the end of August 2022.

Attachment:

1. Pool Concession Closure and Season Summary Letter (Pat Blake) – Issued August 11, 2022.
2. Request for Refund Letter (Pat Blake) – dated August 10, 2022

Prepared by: Sydney Smith, Recreation and Community Services Liaison.

Reviewed by: Amanda Davis, CAO



"The Best in the West by a Damsite"



Chief Administrative Office
502 - 2nd Avenue
P.O. BOX 299
BASSANO, ALBERTA T0J 0B0

PHONE: 403-641-3788
FAX: 403-641-2585
www.bassano.ca

August 11, 2022

Patricia Blake
PO Box 485
Bassano, AB T0J0B0

Dear Pat,

RE: 2022 Summer Kitchen Contract

In March, the Town received your proposal to operate a food-based business out of the Joint Use Facility kitchen for the summer. Prior to 2022, the kitchen did not operate during the pool season except for the sale of chips, candy bags, and drinks. The Town agreed to offer you the contract on a trial basis as it was a value-added service for pool patrons and the community. Rent was set at \$500.00 per month.

Together, many lessons were learned, and we understand it is your intention to cease concession operations effective August 12, 2022.

1. It is understood from our discussion that June was not as profitable as you had hoped. This may have been because the school was still in session and a delayed start to the season due to liner issues. Plus, it took time to establish the business, advertise, and attract customers. As per our discussions, July and August seemed to be better.
2. Access to the kitchen by pool staff at the start of the season. Operational changes were made to restrict access to the kitchen – access to the safe was remediated. We received claims that theft from the kitchen ensued. This claim was investigated, and action was taken.
3. Concerns over facility food service offerings. We received claims that pool staff were not promoting onsite food sales. This claim was investigated, and action was taken.

Overall, you have expressed your frustration with the pool staff. While they work within the same space as you, their role within the facility is very different. The pool staff's primary focus is to ensure the health and safety of pool patrons. They must remain vigilant at all times while on deck. In addition, they are responsible for janitorial duties, preparing and instructing swimming lessons, preparing marketing materials, and other administrative duties assigned to them.

With just under 50% of our staff is new to guarding or new to our facility, lots of on-the-job training has taken place. These youth are learning and honing their skills as lifeguards along with how to conduct themselves in the workplace.

I understand that this information may not change your decision to stay until the end of the season as you have expressed that the business is not profitable, and you are dissatisfied with your current situation. Regardless, we wish you the best and look forward to seeing you operate during the winter season.

Sincerely,

A handwritten signature in black ink that reads "Sydney Smith".

Sydney Smith
Recreation and Community Services Liaison

August 13, 2022

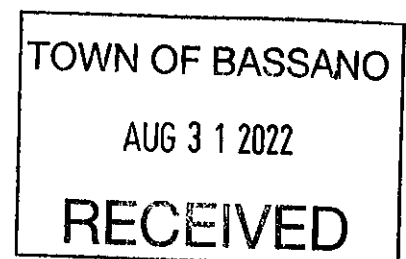
Town of Bassano
Box 299
Bassano, ab

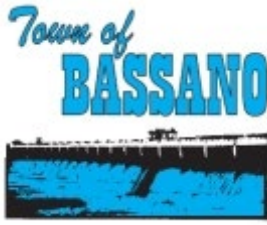
Bassano Town Council

Re: Summer concession Rental

As of Aug 12, 2022 I ceased operation of concession and am requesting a refund of half the rent for August. I am pleased with the response from the public and feel it could be a very good addition. Unfortunately being the first year came with many problems and I feel defeated. The town office is well aware of the problems.

Thanking you
Prabir





REQUEST FOR DECISION

Meeting: September 12, 2022
Agenda Item: 6.4

Lot Consolidation – South of Tracks

BACKGROUND:

The Town engaged Oldman River Regional Services Commission (ORRSC) to complete two lot consolidation projects with funds remaining from an Alberta Collaboration Program grant \$14,000 in 2020.

The Bassano 1 South of the Railway project was to consolidate all the yellow lots, close the blue roads and, survey/register the existing road for \$11,400.

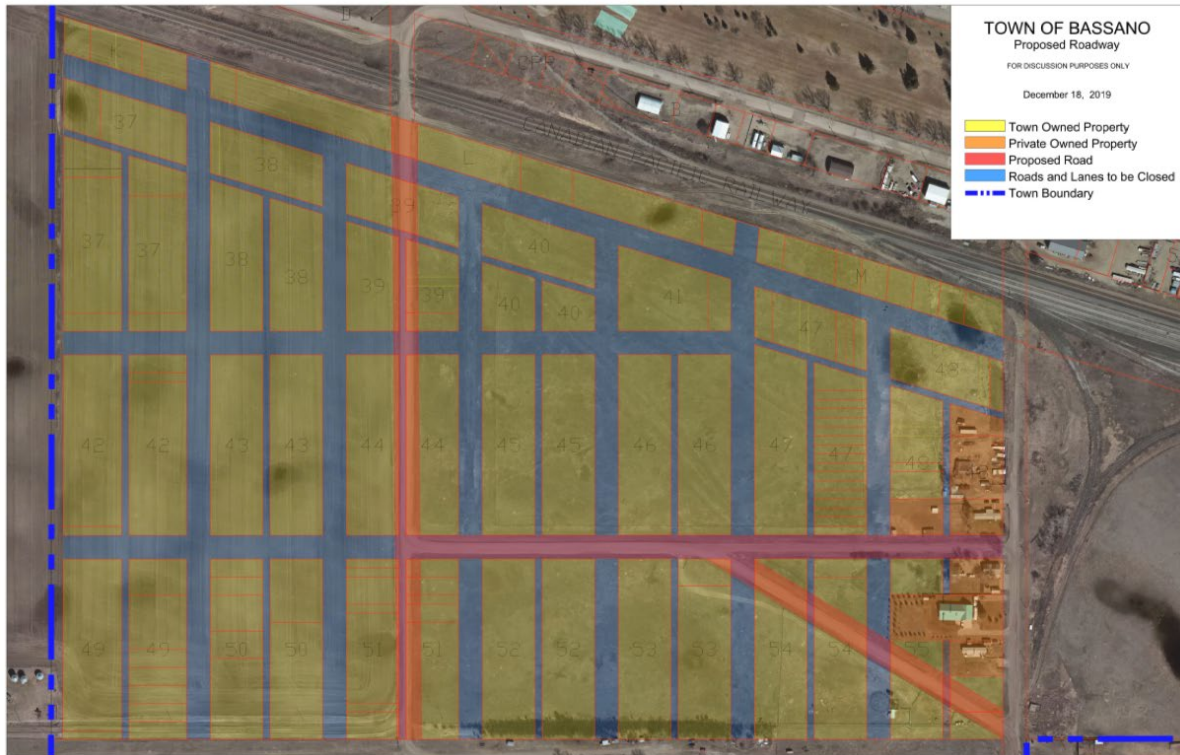
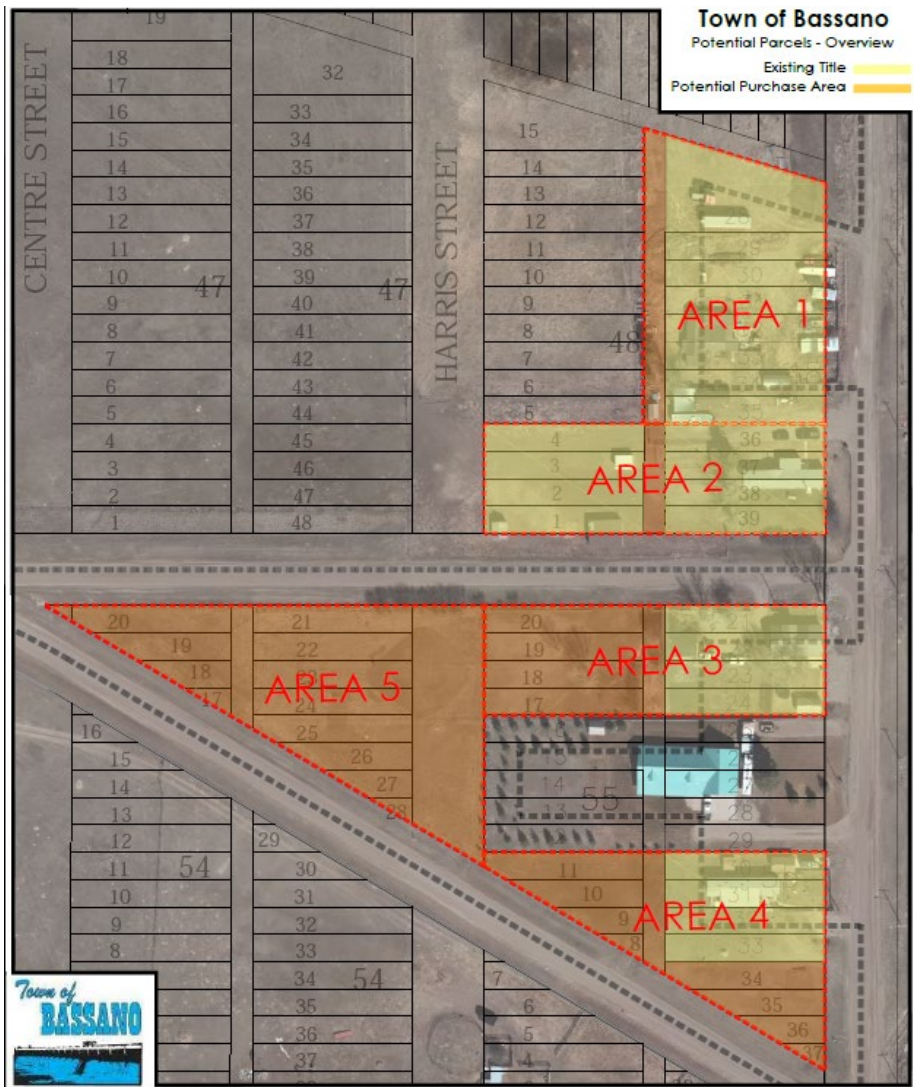


Image 1: Bassano 1 South of the Railway at Current State

In working through this project, new options emerged to improve the long-term use of the land. Rather than having one title split into three parcels by the road, we determined that three separate titles should be created because this would create more useable parcels of land in the future.

Upon further review, this process presented an opportunity for the Town to clean up some titles and back alleys surrounding existing private parcels as shown in the attached maps.



In February 2021, council approved further consolidation of lands around the private properties per the listed rates. The rates included the cost of the land, plus the subdivision and consolidation of properties.

Areas 2, 3, and 4 agreed to purchase the lands in 2021.

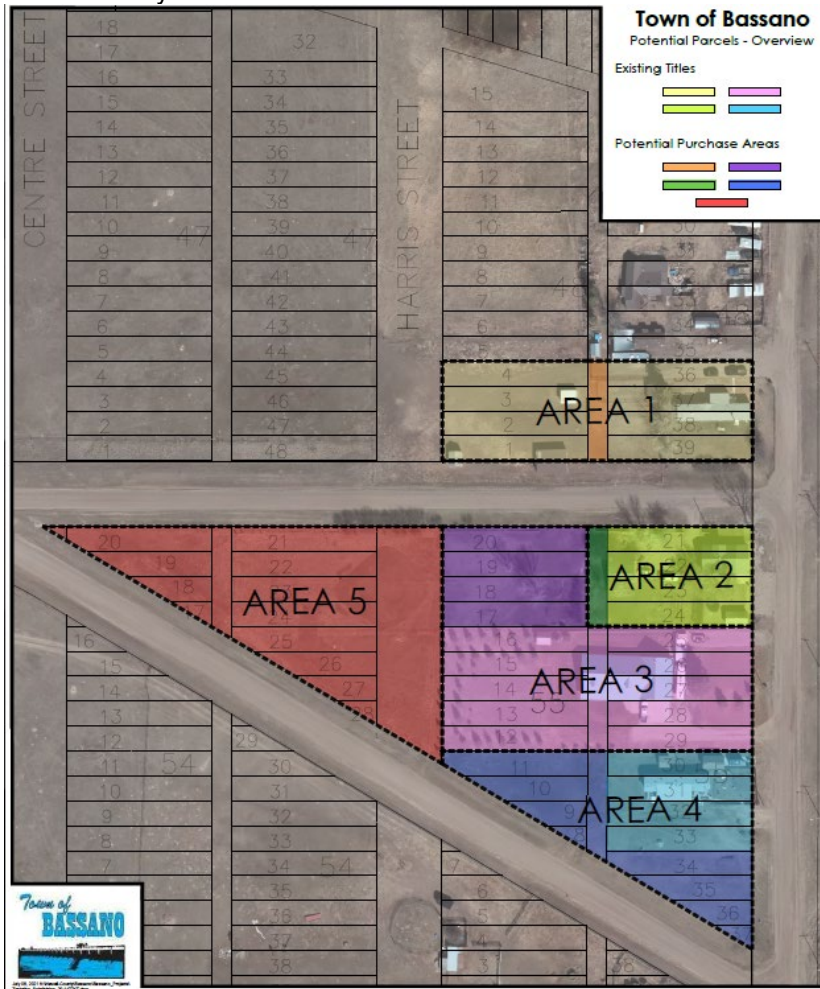
- Area 2 is offered to the property owner of, 211 – 1st Street South for \$1,290 plus GST
- Area 3 is offered to the property owner of 201 – 1st Street South for \$10,640 plus GST
- Area 4 is offered to the property owner of 219 – 1st Street South for \$15,640 plus GST

Under further review, issues arose with Area 3 because the adjacent property owner’s septic field was constructed on public lands. Thus, Area 3 had to be further subdivided. This contributed to a project delay.

This summer, property owners were re-engaged to finalize paperwork. Area 3a and Area 4 backed out due to affordability. This complicates the process because the land, without being consolidated adds no value to the Town as they would be small irregular parcels. In addition, we would have to re-survey this area at the Town’s expense.

Based on the stated factors, it is in the Town’s best interest to gift the lands to the property owners and levy the subdivision, survey, and consolidation fees with a payment plan option. \$500 per lot achieves cost recovery excluding land values.

The actual layout is shown below:

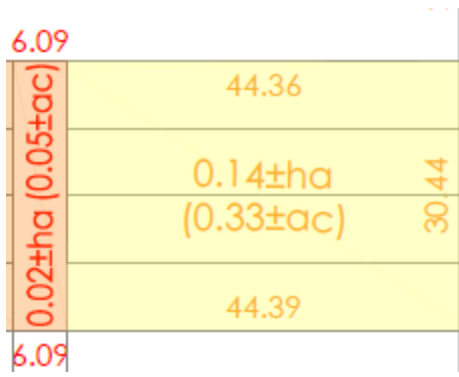


Area 1

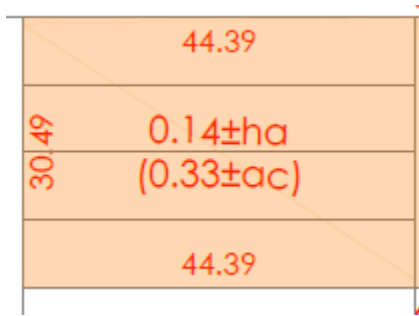


		6.09		
	44.39		44.35	
30.49	0.14±ha (0.33±ac)	30.49	0.14±ha (0.33±ac)	30.60
	44.39	0.02±ha (0.05±ac)	44.35	
		6.09		

Area 2



Area 3

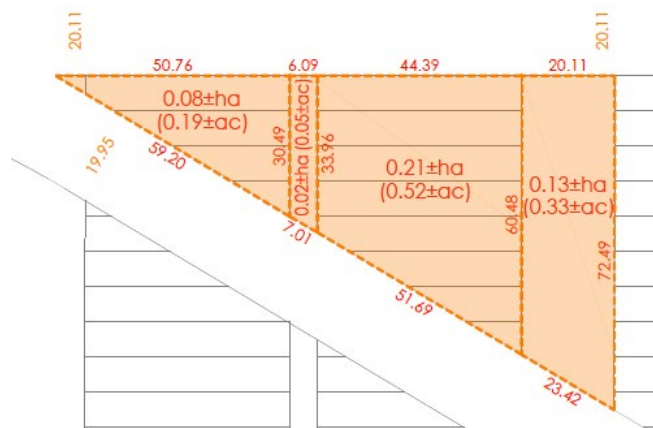
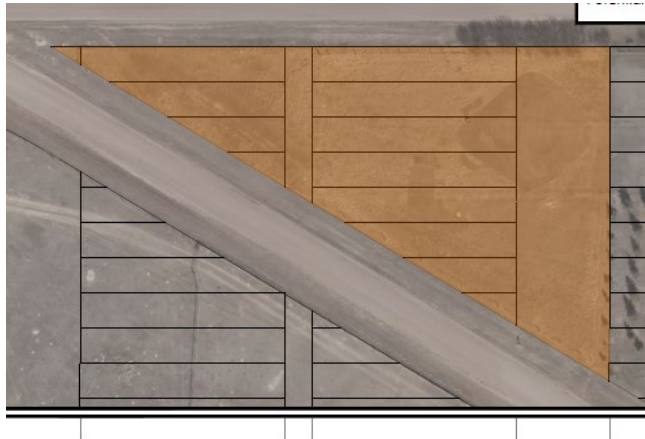


Area 4



Area 5

Later, after the completion of this project, council can set a salable value for Area 5 (un-serviced).



OPTIONS:

#1 – that the Town of Bassano proceeds to consolidate the lands south of the tracks and offers the parcels to the stated property owners as a continuation of Motion TOB30/21:

- Area 1 is offered to the property owner of 211 – 1st Street South for \$500
- Area 2 is offered to the property owner of 201 – 1st Street South for \$500
- Area 3 is offered to the property owner of 209 – 1st Street South for \$500
- Area 4 is offered to the property owner of 219 – 1st Street South for \$500
- Area 5 will become remain part of the municipal inventory.

The Town shall gift the lands in the above stated areas because without a consolidation of the area, the small parcels have no material value to the municipality. The \$500 per lot fee provides for cost recovery of the survey and consolidation fees. A payment plan may be offered to each property owner, terms shall require that full payment is made within 12-months.

#2 – That council upholds Motion TOB30/21.

Moved by **COUNCILLOR BARLOW** first that the Town of Bassano proceeds with the updated lot consolidation plan for south of the tracks to include three large parcels of municipally owned land, Block 1, Lot 1; Block 1, Lot 2; Block 1, Lot 3. And second, that:

- Area 1 is offered to the property owner of 111-1st Street South for \$2,140 plus GST
- Area 2 is offered to the property owner of 211 – 1st Street South for \$1,290 plus GST
- Area 3 is offered to the property owner of 201 – 1st Street South for \$10,640 plus GST

- Area 4 is offered to the property owner of 219 – 1st Street South for \$10,640 plus GST
- Area 5 will remain part of the municipal inventory.

Note: Area 1-5 per Motion TOB30/21 differs from the recommended Option 1 (above).

CAO COMMENTS:

None

ALIGNMENT WITH STRATEGIC PLAN

This is operational.

PROPOSED RESOLUTION:

That the Town of Bassano proceeds to consolidate the lands south of the tracks and offers the parcels to the stated property owners as a continuation of Motion TOB30/21:

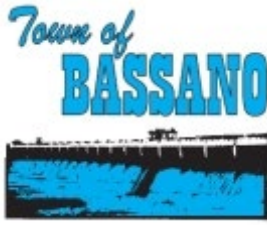
- Area 1 is offered to the property owner of 211 – 1st Street South for \$500
- Area 2 is offered to the property owner of 201 – 1st Street South for \$500
- Area 3 is offered to the property owner of 209 – 1st Street South for \$500
- Area 4 is offered to the property owner of 219 – 1st Street South for \$500
- Area 5 will become remain part of the municipal inventory.

The Town shall gift the lands in the above stated areas because without a consolidation of the area, the small parcels have no material value to the municipality. The \$500 per lot fee provides for cost recovery of the survey and consolidation fees. A payment plan may be offered to each property owner, terms shall require that full payment is made within 12-months.

Attachments:

1. None

Prepared by: Amanda Davis, CAO and Diane Horvath, ORRSC



REQUEST FOR DECISION

Meeting: September 12, 2022

Agenda Item: 7.1

ATCO Franchise Agreement Fee

BACKGROUND:

Each year as part of the Town's Electrical Distribution System Franchise Agreement with ATCO, the Town can either increase, decrease, or keep the franchise fee the same, with written notice.

The Town must notify ATCO by November 1st annually of their decision to increase, decrease or keep the franchise fee the same.

What is a franchise fee?

Franchise fees are collected from consumers and payable to municipalities monthly. Franchise fees are revenues in which the municipality allocates to reduce the overall electrical charges incurred. One benefit from collecting franchise fees is that non-taxable properties contribute as no general taxation revenue is received.

Records show the Town has maintained a 25 percent franchise fee since at least 2013. The franchise fee cap is 35 percent.

In 2019, the Town's estimated revenue was \$100,000 for three years. As part of the three-year budget analysis, an increase in franchise fee percentages were not planned (re: 2020 or 2021) and had been held at 25 percent. The rate was held again in 2022. At this time, maintaining a 25 percent fee is forecasted to generate revenue of \$126,197.

25% = \$126,197

26% = \$131,245

27% = \$136,293

OPTIONS:

#1 – That the Town of Bassano maintains the ATCO Electrical Distribution System Franchise Fee at 25% in 2023.

#2 – That the Town of Bassano increases the ATCO Electrical Distribution System Franchise Fee from 26% effective January 1, 2023.

#3 - That the Town of Bassano increases the ATCO Electrical Distribution System Franchise Fee from 27% effective January 1, 2023.

CAO COMMENTS:

None

ALIGNMENT WITH STRATEGIC PLAN

This is an operational matter that impacts all budgetary requirements and projects.

PROPOSED RESOLUTION:

That the Town of Bassano maintains the ATCO Electrical Distribution System Franchise Fee at 25% in 2023.

Attachments:

1. Franchise letter dated August 31, 2022

Prepared by: Amanda Davis, CAO

August 31, 2022

Town of Bassano
PO Box 299
Bassano, AB T0J 0B0

Attention: Ms. Amanda Davis, Chief Administrative Officer

RE: ATCO Gas and Pipelines Ltd. Franchise Agreement

Pursuant to our franchise agreement, your municipality has the option to change the franchise fee percentage in 2023. A request to change the franchise fee must be received by ATCO Gas in writing prior to November 1, 2022. If you are considering changing the franchise fee in 2023, please contact us as soon as possible to begin the process.

As you are aware, ATCO Gas pays the Town of Bassano a franchise fee. The franchise fee is collected from customers in the community based on a percentage of our Delivery Tariff. In the Town of Bassano, this percentage is 25.00%.

In 2021, our Delivery Tariff revenue in the Town of Bassano was \$394,594. Our forecast Delivery Tariff revenue for 2023 is \$504,789. Therefore, based on the current franchise fee percentage, your forecast 2023 franchise fee revenue would be \$126,197.

We trust you will find this information useful, and, if you have any questions or require anything further, please do not hesitate to contact me at Dan.Magnan@atco.com.

Yours truly,



Dan Magnan
Manager, Lethbridge Operations
ATCO Natural Gas Division

AUGUST BOARD REPORT

JOHN SLOMP

NRSWMA AUGUST 25,2022

- 1) Shawn will continue to review numbers with incoming data to arrive at a price per load for loads coming into the Bassano transfer station so that haulers such as Rockhard can pass the cost onto their customers.
- 2) The landfill hired Dustin Rose from Bassano as fulltime yard and transfer station operator. Dustin will also be handling any days at the transfer stations when there is an illness or holiday.
- 3) Sharon Zacharias, Village of Rosemary CAO, attended the meeting to propose that the landfill move away from a per capita requisition. She showed us 5 different scenarios. All of them would mean Bassano remaining relatively unchanged, Brooks, Rosemary, and Duches paying less and the county paying more. She is favoring one of two of the options, one being requisition based on tonnages and the other based on Non-DI assessments, meaning assessments with the linears taken out. Under the per capita assessment, Bassano pays \$50,664.00/year. Under the tonnage based assessment, Bassano would pay \$51,304.00 based on the numbers currently available. Under the non DI based assessment, Bassano would pay \$39,822.00.

Summary requisition splits.

	Brooks	County	Bassano	Duchess	Rosemary
Population (current)	607,087	316,083	50,664	45,581	16,636
Tonnages	546,535	399,003	51,304	29,772	9,437
Total assessment	241,502	753,119	20,107	16,874	4,437
Non DI assessment	479,551	474,240	39,822	33,630	8,808
50/50 pop/non-res	483,818	475,214	40,165	27,673	9,181
50/50 res/non-res	445,584	519,990	36,876	26816	6,785

The landfill would like to have council's opinion on this.

Newell Regional Services Corporation

Board Meeting August 3rd 2022

Call to order at 2:00 pm

Adoption of agenda Carried.

Minutes from the May 25th meeting. Carried.

Operations report;

Flushing systems at Tilley.

Yearly maintenance of backup generators.

Continuing exercising of valve.

Had a wreek on a pivot in a hole, hole was caused by a pivot leak

Had a leak at crawling valley, problem was a hyd fuse.

Report approved

New Business

Cheque register approved

Q1 financial review approved

May/June Consumption.

May/June cost of water

May/June Financial Surplus.

Village of Rosemarie, NRSC is to act as operator for emergencies. Approved

Wage rate for employees to be reviewed by the HR committee on 27th August. Approved.

New business approved

Next meeting 28 Sep 2022.

Shortgrass Board Meeting

Aug 17th 2022 @ 1:00pm

Motion to approve minutes of June 15 meeting. Carried.

Motion to approve Financial statements Carried
Some discussion as to why Bassano has not paid.

Action items

Some discussion as to which population numbers to use when determining the Levy payment. A Motion to continue to use the 2016 numbers Carried

Motion to approve Amended 2023 draft operating budget Carried

Motion to approve 2024 draft operating budget Carried

Motion to approve to employ Johnston, Morrison and Hunter to carry out the Audit. Carried

Motion to approve Patron point grant matching. Carried

Motion to approve IT purchase request from reserve funds Carried

Motion to approve location of Christmas supper and social Carried

Motion to approve the following policy's and bylaws;
Bylaw B.08 Procedural, Policy F08 Management of system revenues
Policy C.19 Probationary period. Policy C.32 Work alone.

All were carried as amended.

Motion on the Reserve Fund Buildup Carried

The following items were approved as information.

CEO Report, System managers report, Client Services Librarian report.

Rural Services Grant, CFLA-FCAB's Notice of personal liability.

2021 Annual report.

March 14 and June 13 2022 Library manager meeting minutes.

Solar Panel report.

On September 14th there will be lunch and networking with MHPL board of trustees and tour of Medicine Hat Library at 11:30

Board meeting at September 14 at 1:00 at MHPL.



MONTHLY CAO REPORT

Meeting: September 12, 2022

Agenda Item: 9.1

Amanda Davis, Chief Administrative Officer

Report Period: August 4, 2022 – September 8, 2022

General Administration

- HR: one-to-one training with the new FCSS director. Summer student completion and seasonal reporting.
- Staff are working on the blade sign project. We are working with a digital designer to update to update the logo for the signs prior to submitting an order.
- Regional emergency management policy planning and development continues. The current process has not worked well under the guidance of the AEMA director because there is no framework to follow. *Discussion Required.*
- One assessment review board complaint was received – this is being handled per the regional agreement.
- Working with the County's planning department and consultancy to prepare a direct control district for the airport.
- With NRSC and MPE we are investigating modifications at the water treatment plant to improve capacity at the bulk fill station.
- New bylaw actions include the development of an effluent bylaw (anticipated delivery to council is October), and updated dog control (on current agenda).
- Assisted to arrange a minister's meeting and MLA visits to discuss policing and healthcare.
- A new copier is being ordered. This was planned for 2023 however, the machine continues to fail, and replacement parts are nearly impossible to obtain.
- Attended a meeting with council facilitated by three RCMP detachments to discuss the potential hubbing of the Bassano detachment on September 1. The RCMP will prepare a memo that outlines the hubbing scenario for further discussion. They confirmed that no decision has been made at this time.

- Promotional items have arrived and distribution of hats, shirts, and sweaters is underway to recognize the great work of community members and volunteers.
- Planned and facilitated a strategic planning session with council.
- Legal file two continues.
- Bylaw appeals for 433 – 2nd Avenue and 249 – 3rd Avenue continue and have been time consuming.

General Public Works

- Continues to install water meters per the replacement program.
- Annual road work is underway to include patch repairs, crack filling, potholes, and line painting.
- The pool has been drained and winterized.

Bylaw Enforcement

Bassano's contracted bylaw enforcement officer engaged property owners regarding unsightly properties, barking dogs, traffic complaints, and civic addressing. The bylaw officer conducted bike patrols throughout the Town. Administration tackled unsightly property files within BBI priority areas and investigated community complaints.

1. Fire Services Bylaw 885/19 – Burning Garbage Complaint
 - Complaint was received regarding garbage being burnt. Administration investigated and did not find remnants of the fire or garbage. The file was closed.
2. Fire Services Bylaw 885/19 – Civic Addressing
 - 2 files were closed from previous months.
3. Community Standards Bylaw 920/21 – Unsightly
 - 8 files were initiated in August.
 - 7 files were closed. One fine was issued.
 - 2 files remain open.
4. Cat Control Bylaw 837/12 – Cats at large.
 - 1 file was closed from previous months.
5. Dog Control Bylaw 836/12 – Barking Dog Complaint.
 - Complaint was received regarding excessive barking. CPO Leeks contacted the dog owner and gave a warning. The complainant was asked to complete a dog log that records when excessive barking occurs to support further enforcement.
 - 1 file remains open as the dog log has not been completed.
6. Traffic Bylaw 876-18

- RV trailer was parked on Town property (vacant lot 826 4 Avenue). The owner was contacted, and RV was removed.

Total files initiated in August: 11

Total files closed: 12

Total files remaining open: 3

Total Files initiated in 2022 (Period Ending August 31, 2022): 68 (see attached)

Capital Projects

Wastewater Upgrade and Irrigation Project

- Liner installation is complete. The Town and White Fox are dealing with change orders issued by ECI.
- Pivot has been tested – passed
- Fencing is complete
- ICIP reporting continues
- Ribbon cutting ceremony planned
- There has been continued disputes with ECI, the liner installation company due to insufficient manpower, and onsite skillset that has extended installation by over 10 days. There has been considerable wastage which resulted in a rush order or more material. Liner installation should be complete soon. Riprap is replaced alongside the liner installation. Once the liner is done there will be a few remaining weeks of site clean up.

Development

PERMIT NUMBER	LOCATION	DEVELOPMENT
TOB-D-15-22	322 – 1 st Avenue	65’ x 94’ shop

Economic Development

413 – 2nd Avenue (Former Stiles Building)

The property was relisted for sale as of September 6, 2022. There has been no response from the party that gave the deposit.

Recreation & Leisure Master Plan

Bassano Outdoor Pool

The Bassano Outdoor Pool closed on August 28, 2022. Pool staff have had a very busy season this year. In addition to regular operations (public swimming, lessons, aquafit, lane swim/adult fitness), pool staff participated in in-house training, transitioned from Red Cross to Lifesaving Society Lessons, and hosted events and implemented programming as outlined within the Bassano Outdoor Pool Operations plan. There were challenges as to be expected with the first year of its implementation. We are working through management's feedback and will provide updates for council as part of the budget and plan review process.

Public Swim Facts

For the 22 days we were open in June, we had a total of 740 patrons attend public swim, making an average of 33.6 patrons per day. The average daily high for that month was 22 degrees Celsius. In July, the pool had 2484 people attend public swim to make an average of 80.1. The average temperature for July was 26 degrees Celsius. Finally for the 28 days in August, there were a total of 1720 patrons attend public swim, making an average of 65.25 people per day. The average temperature in August was 27.4 degrees Celsius. This is normal when compared to previous years, as July is typically the busiest, followed by August, then June.

Promotional Videos

1. A Day in the Life – explains the roles and responsibilities of pool staff member. The video will be shown at the Bassano School and posted to social media prior to hiring in 2023.
2. Swimming Lessons – This is an advertisement for swimming lessons. The video will be posted on social media prior to lesson registration and throughout the season.
3. Public Swimming at Bassano Outdoor Pool – This advertisement will be shown throughout the season in 2023.

MCCAC Energy Efficiency Lighting Program

There is a material delay for this project. This will impact project deliverables. An RFQ is underway for fire proofing of the mezzanine at the arena. This must be installed prior to lighting in this area.

Attachments:

1. Action Items List – no action required

**Town of Bassano
Council Meeting Action Items 2018-2022**

Aug. 9, 2021 Regular Meeting

Directed to	Action	Completed
Davis, A.	Prepare implementation summary and budget prep for council re: economic enrichment	
Davis, A.	Add Dennis Hunt property to upcoming agenda re: driveway concerns.	

Oct. 12, 2021 Regular Meeting

Directed to	Action	Completed
Davis, A.	Develop implementation plans for bylaw 921/21 (fee schedule, appendicies, development packages, online marketing material, marketing material)	In progress
Davis/Petkau	Develop plan for transition to e-billing modules	

Mar. 14, 2022 Regular Meeting

Directed to	Action	Completed
Davis, A.	Assest Retirement Planning DUE	

Apr. 19, 2022 Regular Meeting

Directed to	Action	Completed
Davis, A.	Letter to NHF re: ROFR	Conversation with CAO letter to follow.

May 9, 2022 Regular Meeting

Directed to	Action	Completed
Davis/Smith	Revise pool policy re: low income options (fees) and connect with the library.	Complete
Smith, S.	Concession contract with Pat Blake	
Davis, A.	Update MSI operating plan	
Davis, A.	Refer to draft transfer site policies re: cement/shingles	
Davis, A.	Follow up with Clr. Wetzstein re: hazardous waste drop off at the fire hall	

June 20, 2022 Regular Meeting

Directed to	Action	Completed
Smith, S.	Draft letter re: Small Town Smoke Down 2023	Sent - Aug. 11, 2022

**Town of Bassano
Council Meeting Action Items 2018-2022**

July 11, 2022 Regular Meeting

Directed to	Action	Completed
Davis, A.	Amend grants re: RR185N	

August 8, 2022 Regular Meeting

Directed to	Action	Completed
Kelly, T.	Rotate minutes	Completed
Kelly, T.	Resolution index	Completed
Davis, A.	Letter to Ferraz re: timeline extension to Order - Aug. 31, 2022 at 433 - 2 Ave.	Complete - hand delivered on Aug. 10, 2022
Davis, A.	Letter to JJS re: EcoBrooks interest.	Complete - emailed on Aug. 10, 2022
Davis, A.	Notify JLR re: price reduction at 225 - 3 St.	Directive sent on Aug. 9, 2022
Petkau, C.	Update assessment card at 225 - 3 St.	Directive sent on Aug. 9, 2022
Davis, A.	Notify ORRSC of ISDAB clerk appointment for 433 - 2 Ave. appeal.	Notification sent via email on Aug. 9, 2022
Davis, A.	Stockpile yard notification to WF	Notification sent via email on Aug. 9, 2022
Davis, A.	Stockpile yard rejection to BA	Notification sent via email on Aug. 9, 2022
Smith, S.	Proceed with Rec Facilities lighting upgrade project.	Confirmed with Ric's Electric on Aug. 9, 2022
Kelly, T.	Prepare updated Dog Control Bylaw draft for CAO.	In progress.
Davis, A.	Notify Fire Dept. of new member appointments.	Sent via email to CC on Aug. 9, 2022
Petkau, C.	Update records/ins. Re: new fire members	Directive sent on Aug. 9, 2022
Davis, A.	Letter to BAC re: invitation to partner on energy upgrades at CH.	Complete - Aug. 10, 2022
Smith, S.	Public notice re: funds received from BBQ competition	Complete

Town of Bassano
Council Meeting Action Items 2018-2022

Davis, A.	Notify T. Kew that concerns were accepted as information.	Complete - Aug. 10, 2022
Davis, A.	Staff update re: council actions.	Complete - Aug. 10, 2022

MONTHLY STATEMENT

Town of Bassano

Period Ending July 31, 2022

General Account			
Net Balance at End of Previous Month	\$	502,200.55	
Receipts for the Month	\$	1,192,527.89	
Interest	\$	2,211.37	
FCSS 3rd Quarter	\$	9,876.00	
AMWWP Grant	\$	67,583.07	
RFC - Minor Ball Final Payment	\$	1,560.00	
Cancelled Cheque	\$	80.00	
ICIP Claim 4	\$	12,201.07	
Entries Posted in August	\$	14,835.82	
Correction	\$	100.00	
Wire Transfer in fee	\$	30.00	
Sub-Total	\$	1,803,205.77	
Less Disbursements for the month	-\$	276,292.51	
Bank Service Charges	-\$	838.04	
TIPPS Returned	-\$	699.66	
Transfer AMWWP	-\$	67,683.07	
Outstanding August Transactions	-\$	78,280.05	
Correction	-\$	76.56	
Net Balance at End of Month	\$	1,379,335.88	
Bank Balance at End of Month	\$	1,515,992.45	
Outstanding Deposit	\$	12,571.10	
Sub-Total	\$	1,528,563.55	
Less outstanding cheques	-\$	149,227.67	
NET Balance at End of Month	\$	1,379,335.88	
Savings			
	Opening Balance	Interest/Transfers	Closing Balance
Fire Reserves	\$ 31,342.04	\$ 67.84	\$ 31,409.88
Sewage Upgrade	\$ 312,405.19	\$ 67,809.84	\$ 380,215.03
MSI Capital	\$ 402,959.55	\$ 872.16	\$ 403,831.71
Federal Gas Tax Refund	\$ 125,831.28	\$ 272.35	\$ 126,103.63
MSI Operational	\$ 75,186.26	\$ 162.73	\$ 75,348.99
Capital Plan Reserve	\$ 2,733,498.24	\$ 5,916.34	\$ 2,739,414.58
Land & Development Reserve	\$ 594,340.68	\$ 1,286.38	\$ 595,627.06
Recreation & Culture Reserve	\$ 429,519.80	\$ 929.65	\$ 430,449.45
Municipal Reserve	\$ 471,384.96	\$ 1,020.26	\$ 472,405.22
FCSS Reserve	\$ 25.21	\$ 0.05	\$ 25.26
AMWWP Grant Funds	\$ 8.39	\$ 0.02	\$ 8.41
Recreation Funding Committee	\$ 27,037.26	\$ 56.17	
		-\$ 1,560.00	\$ 25,533.43
Shydowski	\$ 107.83	\$ 0.23	\$ 108.06
Common Shares	\$ 5,362.05	\$ -	\$ 5,362.05
Investments			
Shydowski Scholarship	\$ 3,856.79		\$ 3,856.79
Nesbit Burns	Fixed Income	\$ 931,333.87	\$47,008.75
	Cash Account	\$ 151,143.53	-\$48,377.65
Transaction Total			\$75,465.12
Total	\$	6,295,342.93	\$ 6,370,808.05

Mayor Morey

C.A.O Amanda Davis



TOWN OF BASSANO

Cheque Listing For Account Payable

Cheque #	Cheque Date	CEO	CAO	Vendor #	Vendor Name	Amount	Batch #	
20220561	2022-07-04	EFT	EFT	1072	CONNECT FIRST CREDIT UNION LTD	1,200.00	21198	
20220562	2022-07-04	EFT	EFT	7	RECEIVER GENERAL FOR CANADA	15,473.62		
						16,673.62		
<hr/>							21204	
20220564	2022-07-05	EFT	EFT	902	SIEBEN HOLDINGS LTD.	682.50	21204	
						682.50		
<hr/>							21232	
20220583	2022-07-11	EFT	EFT	1043	2052900 ALBERTA LTD.	4,819.50	21232	
20220584	2022-07-11	EFT	EFT	1012	ACCU-FLO	2,073.75		
20220585	2022-07-11	EFT	EFT	171	AMSC INSURANCE SERVICES LTD.	3,795.62		
20220586	2022-07-11	EFT	EFT	564	AZTEK SECURITY COMPANY	97.65		
20220587	2022-07-11	EFT	EFT	20	BASSANO BUILDING CENTRE LTD.	173.03		
20220588	2022-07-11			9	BASSANO PUBLISHERS	165.38		
20220589	2022-07-11	EFT	EFT	522	BENCHMARK ASSESSMENT	1,575.79		
20220590	2022-07-11	EFT	EFT	131	BRK EQUIPMENT RENTALS LTD.	206.82		
20220591	2022-07-11	EFT	EFT	121	COUNTY OF NEWELL	3,799.00		
20220592	2022-07-11	EFT	EFT	796	CREAKY FLOOR HARDWARE STORE LTD.	74.50		
20220593	2022-07-11	EFT	EFT	479	DPOC	1,575.00		
20220594	2022-07-11	EFT	EFT	1019	EDWARDS LAND SERVICE LTD.	2,016.81		
20220595	2022-07-11	EFT	EFT	811	GREGG DISTRIBUTERS LP	282.47		
20220596	2022-07-11	EFT	EFT	1075	MUNISIGHT LTD.	1,407.01		
20220597	2022-07-11	EFT	EFT	217	PLAYFAIR LODGE	1,011.75		
20220598	2022-07-11	EFT	EFT	25	PUROLATOR INC.	150.91		
20220599	2022-07-11			483	ROCKY MOUNTAIN PHOENIX	7,881.30		
20220600	2022-07-11	EFT	EFT	881	SOUTH COUNTRY CO-OP LIMITED	2,300.00		
20220601	2022-07-11	EFT	EFT	1049	STAPLES ADVANTAGE CORPORATE EXPRESS CANADA, I	759.59		
20220602	2022-07-11	EFT	EFT	1	TELUS COMMUNICATIONS INC.	1,135.59		
20220603	2022-07-11			900001	EASTBROOK ELEMENTARY SCHOOL	150.00		
20220604	2022-07-11	EFT	EFT	900001	ENGINEERED CONTAINMENT	510.30		
20220605	2022-07-11	EFT	EFT	900001	GIBEAU, DEREK	85.29		
20220606	2022-07-11	EFT	EFT	900001	JONES, MIKE	146.99		
						36,194.05		
<hr/>								21266
20220635	2022-07-25	EFT	EFT	900001	WATSON, RICHARD	3,091.00		21266
						3,091.00		



TOWN OF BASSANO

Cheque Listing For Account Payable

Cheque #	Cheque Date	CEO	CAO	Vendor #	Vendor Name	Batch #	Amount
20220645	2022-07-26			1043	2052900 ALBERTA LTD.	21272	9,865.80
20220646	2022-07-26	EFT	EFT	877	ALBERTA MUNICIPAL SERVICES CORPORATION		28,636.11
20220647	2022-07-26			46	BASSANO PHARMACY		121.81
20220648	2022-07-26	EFT	EFT	47	BASSANO PLUMBING & HEATING		94.50
20220649	2022-07-26			132	BROOKS ASPHALT & AGGREGATE		4,959.99
20220650	2022-07-26			487	CANADIAN LINEN		93.99
20220651	2022-07-26	EFT	EFT	1050	CHINOOK FINANCIAL C/O COLLABRIA		442.52
20220652	2022-07-26			121	COUNTY OF NEWELL		3,240.00
20220653	2022-07-26	EFT	EFT	801	GUILLEVIN INTERNATIONAL		5,221.88
20220654	2022-07-26	EFT	EFT	869	JONES, KEVIN RONALD		87.23
20220655	2022-07-26	EFT	EFT	1075	MUNISIGHT LTD.		855.76
20220656	2022-07-26			37	NEWELL FOUNDATION		11,905.01
20220657	2022-07-26			578	NEWELL REGIONAL SERVICES CORP.		28,833.42
20220658	2022-07-26			356	NEWELL REGIONAL SOLID WASTE MGMT AUTH LTD.		52,750.08
20220659	2022-07-26			635	PALLISER ECONOMIC PARTNERSHIP		1,580.80
20220660	2022-07-26			929	PINNACLE AQUATIC GROUP INC.		710.45
20220661	2022-07-26	EFT	EFT	3	PIONEER GAS CO-OP LTD.		291.62
20220662	2022-07-26	EFT	EFT	902	SIEBEN HOLDINGS LTD.		682.50
20220663	2022-07-26	EFT	EFT	1035	TELUS MOBILITY		141.72
20220664	2022-07-26	EFT	EFT	1058	TOWN OF BASSANO		4,870.02
20220665	2022-07-26			696	VILLAGE OF DUCHESS		5,400.00
20220666	2022-07-26			900001	BASSANO MINOR BALL		1,560.00
20220667	2022-07-26			900001	DAVIS, AMANDA		183.00
20220668	2022-07-26			900001	DEFEND POWER AND COMMUNICATIONS LTD		480.69
20220669	2022-07-26	EFT	EFT	900001	DORIAN, ERIC		25.00
20220670	2022-07-26			900001	PAT'S OFF ROAD		2,535.14
							165,569.04

Total 222,210.21

*** End of Report ***

FCSS Director's Report

Period Ending: August 31, 2022

Prepared By: Amanda Barron, Director

Supporting Community Members



SUPPORTS

Seniors Benefits

During the month of August, we supported 5 community members with Seniors Benefits.

PROGRAMS

Bike Rodeo

The event was well planned and executed, however, participation was low with 4 children.

Future Consideration

- Continue to work with Alberta Health Services.
- Review event timing, perhaps late June.

Active August and Parade of Garage Sales

We had 26 registrants for the Parade of Garage (POG) Sales. There were 2 cancellations after the Route Map release date. Positive reviews from the community on this event.

Future Consideration

- Continue to run the program.
- Schedule it around local events to draw more attention to the area.

Kick it to the Curb

Posters and Facebook posts are circulating to promote Zero Waste. Options for donating unwanted items were added. A nice follow up to the POG to help people declutter and recycle.

INITIATIVES

Welcome Wagon (WW)

WW packages are being development. We have been unable to connect as a sub-committee. I will bring a few examples of the WW packages to the meeting to review with the board and to obtain further direction on what should be included.

PROFESSIONAL DEVELOPMENT

Director Training

Internal training is provided by Amanda Davis, CAO. In addition to internal training, I have engaged in one-to-one support work and am enrolled in (and continue with) various external initiatives, all of which are summarized below.

Former FCSS Director, Victoria Muhlbeier was contracted to provide one-to-one training specific to FCSS programs and services. We spent a week together to familiarize the operating systems, procedures, and outcomes. The contact obligations were fulfilled.

FCSS Director's Report

Period Ending: August 31, 2022

Prepared By: Amanda Barron, Director

Supporting Community Members



Other training includes:

- Microsoft introduction to Excel, Word, and Outlook
- A-Z Grant Writing
- Non-Profit Management
- Project Management Fundamentals
- QPR Suicide Prevention

Mental Health First Aid training was cancelled. I anticipate that the training will be rescheduled later this year.

GENERAL UPDATES

Partnership and Introduction

I recently met with the new administrative team at the Newell Further Education at their request. At the meeting, they presented a grant opportunity through the Community Foundation of Southeastern Alberta to facilitate different types of basic life skills (e.g. knitting and cooking classes).

To advance any potential partnership, we provided background information on the purpose of FCSS and asked for the same from their organization. We invited them to submit a formal letter of the proposed grant by August 31, 2022 to be presented to the FCSS Advisory Board. At the time this report was prepared, no response was received.

UPCOMING PROGRAMS

National Truth and Reconciliation Day September 10th, 2022

International Day of Older Persons October 1st, 2022

World Mental Health Day October 10th, 2022

Halloween October 31st, 2022

Attachments

1. None

BASSANO AUGUST 2022 REPORT

During the month of August our department completed eight hours of Municipal Enforcement duties.

Officers will be as well receiving direction from the CAO and designated staff on any matters that require investigation that their office receives.

During this month, our department is conducting four investigations. The investigation files are for bylaw matters for unsightly properties (3) and for a dog barking. The unsightly properties are still under investigation. The dog matter has been concluded.

There were three warning issued for this month. The warnings were for barking dog, dog not licensed and cat control.

There was one ticket issued for driver not wearing a seatbelt.

Our department as well monitored for distracted drivers as per the monthly Provincial Traffic Safety Calendar.

Our department also conducted bike patrols during this month.

This concludes the report for Bassano for August.

NEWELL REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

Minutes of the 3:00 pm July 27, 2022 Meeting

Held at the Village of Duchess Offices

MEMBERS PRESENT:

Tony Steidel – Chairman of the Board – Village of Duchess, Mayor

Bill Prentice – Vice Chairman – City of Brooks, Councillor

John Slomp – Town of Bassano, Councillor

Neil Johnson – County of Newell, Councillor

Gerry Fortier – Village of Rosemary, Councillor

ALSO IN ATTENDANCE:

Jerry Neighbour – NRSWMA - Treasurer

Shawn McKay – NRSWMA - Authority Manger

1) CALL TO ORDER

Tony Steidel called the meeting to order at 2:56 pm. Minutes recorded by Shawn McKay.

2) ADOPTION OF AGENDA – ADDITIONS, DELETIONS & ADJUSTMENTS:

Gerry Fortier moved the agenda be adopted – carried unanimously.

3) ADOPTION OF MINUTES

Bill Pentice moved the minutes of the June 23, 2022 meeting be adopted – carried unanimously.

4) FINANCIALS

Neil Johnston moved the Financials be accepted – carried unanimously.

5) AUTHORITY MANAGER’S MONTHLY REPORT

The new approvals for this reporting month were up from 4490 tonnes to 46,538 tonnes.

Waste quantities were down slightly from last month but up from May last year. Industrial sales were down \$309,245 from June last year to \$209,992.

South berm upgrade on hold.

White Fox is laying liner as it digs the MSW cell and Gem Testing has been onsite as required to complete density/compaction testing. Capping is complete on the North and East side and South side capping is continuing. The entrance road was not included in Salbro's design or tender so White Fox and I have set out a plan on an hourly basis to construct our entrance using material we have near the road site. White Fox has missed 20 days of work in the last 2 months due to rain and wet conditions.

Approximately 7025 tonne of shred has been received and 9,275 tonne is still required. The rain has also hindered stockpiling.

4 NRL roll off containers have been ordered with a delivery date in October.

Mike Spencer Geometrics is quantifying the concrete, asphalt, trees & stumps, shingles and C & D – I have the received most of the reports from Mike Spencer and I will begin contacting companies for quotes to crush, grind and possibly move these products.

Matt Fenske, Roberta Fernell (County of Newell IT) and Neil Johnston came to the landfill July 6th. I summarized some of the issues that have arisen with Torxen's plans to integrate their system into ours and then Kendra Johnston, NRL's Office Manager, gave a presentation in the scale house setting out how our manifest program works and what the processes are that she has to follow to be in compliance under our approval while still keeping traffic flowing. NRL and the County of Newell will continue to work with Torxen to come up with a solution that all parties can agree on.

Skid Steer delivery dated postponed until the end of August. I spoke with Brooks Farm Equipment and they will be providing NRL with a loaner skid steer until ours arrives.

The Madvac trailer unit has been sold for \$7900.00.

SAEWA EOI review and scoring process underway and expected to be complete by the end of August.

Armor re-sealed the roof of the scale house however it did not take, and water is still coming in. They were notified and they came out to review.

Chumek Rain was hired as our fulltime scale clerk July 26th covering the Tuesday to Saturday shift. He will be replacing our former parttime scale clerk who was released July 6th.

Transfer site quantities were reviewed and Shawn McKay was instructed to contact Matt Fenske at the County of Newell to see where Patricia, Millicent, Tilley and Scandia.

6) INVOICES & WAGES – Tony Steidel moved to approve the invoices – carried unanimously.

7) **ADDITIONAL AGENDA TOPICS - New Scales and Centre Scale House – Tony Steidel moved to proceed with a preliminary investigation into a new centre scale house and two new scales to handle increased traffic flow and replace the 24 year old existing scale – carried unanimously.**

8) **Further Discussion**

None.

9) **Adjournment - Tony Steidel adjourned the meeting at 4:00pm.**

Next meeting at 3:00pm, August 25, 2022, at the Village of Duchess Offices.

Provincial Health Tour | Summer 2022

Medicine Hat – June 23, 2022

What We Heard Summary

The Government Alberta and Alberta Health Services are jointly hosting a series of engagement conversations across Alberta over Summer 2022. The Provincial Health Tour has been designed to allow for Alberta Health and Alberta Health Services to engage with healthcare staff, partners and stakeholders in communities from across the province; to share current approach and priorities, discuss current state and future opportunities, celebrate our successes and work together to identify strategies to address challenges within the healthcare system.

Medicine Hat

26

Stakeholders participated, representing municipal and community leaders



MLA Michaela Frey (Brooks-Medicine Hat) and MLA Garth Rowsell (Vermillion-Lloydminster-Wainwright) welcomed stakeholders.

The Minister of Health, Jason Copping, attended and gave an update on healthcare including sharing successes and an update on Government investment and areas of focus.

AHS Board Chair Gregory Turnbull and AHS Interim CEO Mauro Chies shared the AHS Health Plan and priority areas, as well as the challenges and opportunities for our future vision.

The power of partnerships

Healthcare is all about partnerships, AHS Board Chair, Gregory Turnbull highlighted a number of Medicine Hat's unique partnerships including:

- The Medicine Hat Hospital Foundation celebrated 25 years in April 2022 and have raised more than \$18 million for healthcare in the area. Recently the Foundation has helped to fund:
 - A new ventilator for the local air ambulance,
 - Additional pulse oximeters and blood pressure cuffs in support of home-based rehabilitation for patients with ongoing COVID-19 and
 - The Giving Hope for Mental Health campaign has raised \$400,000, contributing to all areas of mental health within AHS. In addition to the purchase of several pieces of equipment and furniture, work has started to renovate a pediatric room into a youth mental health room.
 - The Medicine Hat Public Library and the Mustard Seed helped to improve COVID-19 vaccination rates for vulnerable populations.
- The support of partners from surrounding communities like Brooks, Bassano and others who contribute to wellness in their communities.

What We Heard – Provincial Tour Summer 2022

Medicine Hat

Alberta Health Highlights

Budget

Alberta Health’s budget is \$22B, and anticipated to increase by \$600M a year over the next three years including key investments as follows:

- \$64M increase to EMS budget
- \$60M in new funding over three years to expand recovery-oriented support for people experiencing addiction and mental health issues
- \$3.7B for continuing care, community care and home care programs
- \$3.5B over three years in capital funding for health facilities, equipment and IT systems across the province.

The Health Capital plan also includes \$45M over three years for the Rural Health Facilities Revitalization Program.

Physician Recruitment

Approximately \$90M is being spent in 2022 including:

Rural Remote Northern Program:	~\$57M	Rural Medical Education:	~\$6M
Rural Integrated Community Clerkship Program:	~\$4M	Rural Health Professions Action Plan (RhPAP):	~\$9M
Locum Program:	~\$3M	Rural Physician On-Call program:	~\$12M

Alberta Health is working with RhPAP on its Rural Education Supplement and Integrated Doctor Experience (RESIDE) program to help address challenges in rural and remote areas.

System Recovery

Over the next three years, AHS will perform between 20 and 23 per cent more surgeries compared to 2018-19 to reduce surgical wait lists.

AHS will return to pre-pandemic surgery wait list status by the end of 2022-23.

AHS is resuming many regular public health activities in 2022-23.

AHS will add 50 permanent, fully staffed ICU spaces by the second quarter of 2022-23.

Government is providing funding for more ground ambulances and additional EMS staff.

In each of the next three years, AHS will add about 1,000 new continuing care spaces and increase the number of unique home care clients by four per cent.

What We Heard – Provincial Tour Summer 2022

Medicine Hat

AHS Health Plan 2022-25

AHS is entering a new era of transformation and innovation. The Health Plan 2022-25 is the roadmap for this exciting journey. At the heart of this plan are the 10 priorities that align with direction from the Minister of Health and reflect feedback from patients, clients and families who have received care from AHS.

The 10 priorities are:



1. Alberta Surgical Initiative

Implementation of the Alberta Surgical Initiative, ensuring that, by 2025, all Albertans receive their scheduled surgeries within clinically approved wait times.



6. Rural Initiatives and Engagement

Rural engagement and rural initiatives, to strengthen partnerships with rural communities, to better support the rural healthcare workforce and to better meet the unique needs of Albertans living in non-urban communities.



2. EMS 10-Point Plan

Implementation of the EMS 10-Point Plan, designed to improve EMS services and availability, especially in rural and remote communities.



7. Continuing Care

Continuing care, increasing the numbers of continuing care spaces and living options, expanding home care hours, and shifting reliance from facility – to home-based care when appropriate.



3. Mental Health and Substance Use Recovery

Mental health and opioid recovery, which includes adding AHS-managed treatment spaces, and expanding in-person and virtual recovery-oriented programs and services.



8. Workforce Recruitment and Retention

Workforce recruitment and retention, which involved supporting our current workforce following more than two years of pandemic response, as well as recruiting and retaining needed healthcare workers.



4. Pandemic Response and Recovery

Pandemic recovery, which involves adding acute care spaces (ICE beds), supporting continued access to vaccines and treatments to COVID-19, and establishing specialty clinics to support Albertans with ongoing COVID-19 symptoms.



9. Quality of Patient Outcomes

Quality of Patient Outcomes, ensuring patient safety and high-quality care are maintained and enhanced during a period of transformative change in the organization.



5. Digital Health Evolution and Innovation

Digital health evolution and innovation, including the ongoing rollout of Connect Care and continued expansion of virtual health to support more community – and home-based care, programs and services.



10. Sustainability

Financial sustainability, ensuring that AHS is run efficiently, with Albertans getting full value for every health dollar.

What We Heard – Provincial Tour Summer 2022

Medicine Hat

At the event, we held a working session where participants reflected on the following questions:

- *What is our healthcare system doing well?*
- *What challenges currently exist within the system?*
- *In addition to what is currently being done, how can we better address challenges?*



Here's a small sampling of what we heard in Medicine Hat.

What we are doing well

Overwhelmingly, we heard that despite difficult circumstances, our people are dedicated and provide excellent care. In the face of a crisis, physicians, nurses and staff have adapted and come together like never before. We heard that virtual care and technology have been integrated and is being used more effectively. To a degree, this has resulted in increased access for patients.

“Quality healthcare professionals who are caring and passionate about keeping their patients well.”

We heard that communication has improved – resulting in increased knowledge sharing and for pooling of resources.

Top healthcare challenges and opportunities

- **Workforce:** Recruitment and retention of physicians, specialists, and all healthcare professionals topped the list of challenges for Medicine Hat community stakeholders with more than a dozen references collected. Many indicated concern for a “tired workforce” and referenced burnout, compensation, scope of practice, education and training, and scope of practice as key concerns.

Participants consistently praised staff for their professionalism saying there is a “high quality of healthcare professionals who are caring and passionate about keeping their patients well”.

- **Organization Structure:** Participants called for continued transparency and accountability especially with respect to major changes such as the shift from Alberta Precision Labs to Dynalife. Many raised engagement as a key to success suggesting more conversations with staff and with community should be considered.

Encouragement for more local-decision making was another recommendation from several participants.

What We Heard – Provincial Tour Summer 2022

Medicine Hat

- **Access:** Helping connect patients with the right providers was highlighted as a significant need (“break down barriers and open up pathways”) – several highlighted access to cancer care and treatment as a good model for other specialities to follow.

One participant suggested a “roving/mobile team of doctors, nurses, pharmacists, etc. to travel to rural communities”.

Access to primary care was another topic of concern. (“You go to primary care, you can’t get in. You go to a walk-in clinic, it’s full. You go to the ED. It’s all trickling down.”)

- **Other:** Participants also provided comments on the following topics: equity, care pathways and flexibility.

Evaluation of event

Participants told us:

- Participation and interaction were encouraged at this event.
- The topic was relevant and was something they wanted to know more about.
- Being at the meeting was a valuable use of their time.

“The information provided was excellent and there was a feeling like things that matter at many levels are either being considered or heard.”



Next steps

All notes and partnership ideas generated from the Provincial Health tour will be shared with Alberta Health and Alberta Health Services leadership.

A report and recommendations will be produced by Alberta Health.

Thank you

We are grateful to all who took the time to meet with Alberta Health and Alberta Health Services leadership to discuss the future of healthcare in Alberta. Your experience and personal insights will inform future planning and changes that will improve healthcare for all Albertans.

Contact us: community.engagement@ahs.ca

SLS Board Meeting –Virtual GoToMeeting
MINUTES - APPROVED
Wednesday, June 15, 2022



Present:

Trustees: Dwight Kilpatrick Terrie Matz Deborah Reid-Mickler Sydney Miller
Jon Nesbitt Alison Van Dyke Bruce Hillis CoriAnn Nielson
Craig Widmer Lynette Kopp Michelle McKenzie

Staff: Petra Mauerhoff (CEO) Bernadette Mouta

Absent:

Trustees:

1. CALL TO ORDER

Dwight Kilpatrick called the meeting to order at 1:03p.m.

CARRIED

1.1 ACKNOWLEDGEMENT OF TERRITORY

Shortgrass Library System honors and acknowledges that we are situated on Treaty 7 and Treaty 4 territory, traditional lands of the Siksika, Kainai, Piikani, Stoney-Nakoda, and Tsuut'ina as well as the Cree, Sioux, and the Saulteaux bands of the Ojibwa peoples. We also honor and acknowledge that we are on the homelands of the Métis Nation within Region III.

1.3 APPROVAL OF AGENDA

Moved by Deborah Reid-Mickler that the SLS Board approve the June 15, 2022 Agenda as amended.

CARRIED

1.4 APPROVAL OF MINUTES

Moved by Craig Widmer that the SLS Board approve the April 20, 2022 SLS Board Meeting Minutes as presented.

CARRIED

2. FINANCIAL STATEMENTS

Moved by Michelle McKenzie that the SLS Board approve the Financial Statements ending May 31st, 2022 as presented.

CARRIED

2.1 MUNICIPAL AND MATERIAL LEVY PAYMENTS

Moved by Michelle McKenzie that the SLS Board accept the 2022 Municipal and Material Levy Payment chart for information.

CARRIED

3. ACTION ITEMS

Mission Statement

Shortgrass Library System provides quality library support services to member municipalities and partners.

A handwritten signature in blue ink, appearing to read "P. Reid", is located in the bottom right corner of the page.

3.1 Moved by Alison Van Dyke that the SLS board approve compiling all feedback given by board members from the 2023 - 2025 Plan of Service Trustee engagement session. **CARRIED**

Deborah Reid-Mickler left the meeting at 2:02pm.

Michelle McKenzie left the meeting at 2:28pm.

3.2 Moved by Jon Nesbitt that the SLS board approve that Shortgrass does not pursue the Alberta Municipalities High Interest Savings Account for investments. **CARRIED**

3.3 Moved by Alison Van Dyke that the SLS board approve the use of the population figures published in 2022 by the Alberta Treasury Board and Finance for the 2023 operating budget. **CARRIED**

3.4 Moved by Craig Widmer that the SLS board approve that Petra approach Medicine Hat Public Library as the location for the September 2022 Board Meeting. **CARRIED**

3.5 Moved by Terrie Matz to rescind motion 2022031606 made on March 16, 2022. **CARRIED**

3.6 Moved by Sydney Miller that the SLS board approve that Shortgrass Library Board Operating Budget be prepared for 2 years at a time (2023 & 2024). **CARRIED**
CoriAnn Nielson left the meeting at 2:55pm.

3.7 Moved by Sydney Miller that the SLS board approve the current format of Shortgrass Library Board meeting minutes to stay as they have been prepared. **CARRIED**

3.8 Moved by Terrie Matz that the SLS board approve as presented Policy B.15: Honourarium. **CARRIED**

3.9 Moved by Craig Widmer that the SLS board approve as amended Policy B.16: Orientation of New Board Members. **CARRIED**

3.10 Moved by Lynette Kopp that the SLS board approve as presented Policy B.19: Paperback Book Deposits. **CARRIED**

3.11 Moved by Bruce Hillis that the SLS board approve as presented Policy B.20: Committee Mandates: E-resources Advisory Committee. **CARRIED**

3.12 Moved by Sydney Miller that the SLS board approve as amended Policy C.11: Hours of Work. **CARRIED**

3.13 Moved by Craig Widmer that the SLS approve as amended Policy C.14: Overtime. **CARRIED**

3.14 Moved by Alison Van Dyke that the SLS approve as amended Policy G.13: Member Library Staff & Volunteer Use of Shortgrass Computer Resources and Internet Services. **CARRIED**
Sydney Miller left the meeting at 3:29pm.

4. INFORMATION ITEMS

Moved by Terrie Matz that the SLS Board receive the following items for information.

CARRIED

4.1 CEO report - Petra Mauerhoff

4.2 Manager, Systems & Technical Services report – Chris Field

4.3 Client Services Librarian Report - Kaitlin McClary

4.4 First ever NFT eBook

Mission Statement

Shortgrass Library System provides quality library support services to member municipalities and partners.

4.5 Code Red in the Forty Mile County Commentator/Cypress Courier

4.6 Code Red in the Toronto Star

4.7 Code Red in the Medicine Hat News

4.8 New Shortgrass Library System Delivery Schedule, effective July 4 2022

4.9 Solar Panels energy production information reports

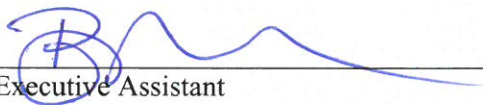
5. ADJOURNMENT

Moved by Lynette Kopp that the meeting be adjourned at 3:30p.m.

CARRIED



Board Chair



Executive Assistant



County of Newell – Municipal Development Plan

August 30, 2022

Municipalities Engagement

Wheatland County, Vulcan County, Cypress County, M.D. of Taber, Special Areas No. 2, City of Brooks, Town of Bassano, Village of Rosemary, Village of Duchess

Hello,

This email is to inform you of the launch of the Community Survey for the review and update of the Municipal Development Plan (MDP) at the County of Newell. This survey will give the opportunity to all stakeholders to share their ideas and perspectives about the future growth and development of the County.

The survey may be accessed with this link: <https://www.surveymonkey.ca/r/newellmdp>

Please share the survey with those persons whom you believe would benefit from participating, that way we can hear from as many people as possible.

The survey will be available until Sunday, September 18, 2022.

If you have any questions, please do not hesitate to reach out to Zacharie Forest by email or by phone at forestz@newellmail.ca and 403-794-2314.

Bassano CAO

From: Cathy Heron <president@abmunis.ca>
Sent: Friday, August 26, 2022 10:32 AM
To: Bassano CAO
Subject: EXTERNAL - Notice of Special Resolutions
Attachments: 2022 Notice of Special Resolutions.pdf

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Hello Mayors, Councillors, and CAOs,

I am looking forward to seeing many of you at our upcoming Convention in Calgary September 21 to 23!

During our Annual General Meeting on Friday, September 23, the Board of Directors will be proposing three special resolutions that we would like your support on. The resolutions are attached in this email for your information, but I wanted to provide a bit of context on them.

Special Resolution 1: Repealing and replacing our bylaws with amended ones

We worked with Reynolds Mirth Richards & Farmer (RMRF) to complete an overall review of the current Bylaws and we identified some items that could be made clearer.

Special Resolution 2: Amending our legal name to the “Association of Alberta Municipalities”

As many of you are aware, we had the pleasure of unveiling our new brand name, Alberta Municipalities during our last Convention. We changed our brand name in response to our members’ feedback:

- a single brand (instead of AUMA and AMSC) would more clearly demonstrate the support we provide through our advocacy and business services;
- many of our members either do not relate to the term urban, particularly some of our towns, villages, and summer villages, or they do not wish to define themselves as being "urban" or "rural" at all, but as municipalities and communities; and
- the acronym AUMA did not hold a lot of meaning and many people did not know that AUMA was an acronym for Alberta Urban Municipalities Association.

Now that our brand name has been established, the next step is to bring forward changing our legal name.

Our legal name will be used mostly behind the scenes and in legal documents like bylaws and contracts.

Although it is not crucial we align our brand name and our legal name, we want to change our bylaws so our contracts and other legal documents can be updated using the Alberta Municipalities identity. Our legal name does have to contain the word “Association” in it.

When we talked about this with those of you who attended our Summer Municipal Leaders’ Caucuses, we found a lot of support for this change. We are hoping all our members will support us with moving this ahead.

Special Resolution 3: Updating the then-current bylaws with our new legal name

This reasoning for this resolution may seem a bit confusing, but we basically must have:

- a resolution to update the bylaws with our amendments (Resolution #1); and
- a separate one just to approve the legal name (Resolution #2).

Once we get the legal name approved by you, we must get approval from the Deputy Registrar of Corporations to use the legal name, Association of Alberta Municipalities, before we can update our bylaws with it. So, rather than having to come back to you with another special resolution after the approval takes place, we are including it now.

I will explain all of this again when we get to the Annual General Meeting but wanted to provide some of this information beforehand.

If you have any questions or concerns about these resolutions, please reach out to me or another Alberta Municipalities Board member.

Enjoy the rest of your summer, see you in September!

Cathy Heron | President

Mayor, City of St. Albert

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August 26, 2022

NOTICE OF THREE (3) SPECIAL RESOLUTIONS

Alberta Urban Municipalities Association

The Board of Directors of Alberta Urban Municipalities Association (herein the "Association") hereby gives notice that at the 2022 Annual General Meeting of the Association to be held on September 23, 2022, the Board of Directors will be proposing the following Special Resolutions:

- (1) a Special Resolution to repeal and replace the Association's existing Bylaws with the amended Bylaws attached hereto as Schedule "A";
- (2) a Special Resolution to amend the legal name of the Association to the "**Association of Alberta Municipalities**";
- (3) a Special Resolution to update the then current Bylaws with the new name of the Association by replacing the name "Alberta Urban Municipalities Association" in such Bylaws to the name "Association of Alberta Municipalities", if and upon the Association's legal name change, and such updated Bylaws shall replace the Association's then current Bylaws;

(1) Amended Bylaws

WHEREAS Section 16.01 of the Association's current Bylaws states that "The Board of Directors or a Regular Member may propose a special resolution, as required by the *Societies Act*, R.S.A. 2000, c.S-14, or any amendments thereto, to amend these bylaws.";

AND WHEREAS the proposed amended Bylaws, attached as Schedule "A", broaden the membership categories and otherwise add further clarity to certain of the provisions contained therein;

AND WHEREAS a redline compare of the Bylaws, attached as Schedule "B", highlights the revisions that are contained within the amended Bylaws as compared against the Association's existing Bylaws;

AND WHEREAS the proposed amendments to the Bylaws have been submitted to the Association only after taking into consideration:

- a. The Association's fundamental and paramount principle of ownership and control of the Association by its Regular Members; and
- b. The Association's tax exempt status under para. 149(1) (d.5) of the *Income Tax Act*, Canada as discussed by the Canada Revenue Agency in its letter dated March 14, 2007,

and that the proposed amendment herein will not, by its nature, content or description, compromise, modify, alter, affect or change in any way the fundamental and paramount principle of the Association (the Association being owned and controlled by its Regular Members only) or the Association's tax exempt status under para. 149(1) (d.5) of the *Income Tax Act*, Canada as same may be amended from time to time;

(2) Change of Name

AND WHEREAS the Association updated its brand and trade name in 2021;

AND WHEREAS the Board of Directors of the Association desires to amend the legal name of the Association to the “Association of Alberta Municipalities” to better reflect its brand and trade name;

(3) Amended Bylaws to Reflect the Name Change

AND WHEREAS in the event the proposed name change proceeds with Alberta Corporate Registry, the Board of Directors of the Association desires to update the then current Bylaws to reflect this approved name change;

NOW THEREFORE the Board of Directors of the Association proposes that the following Special Resolutions be passed at the Annual General Meeting of the Association:

- (1) to repeal and replace the Association’s existing Bylaws in their entirety with the Bylaws attached as Schedule “A”; and
- (2) to amend the legal name of the Association to the “**Association of Alberta Municipalities**”;
- (3) to update the then current Bylaws with the new name of the Association by replacing the name “Alberta Urban Municipalities Association” in such Bylaws to the name “Association of Alberta Municipalities”, if and upon the Association’s legal name change, and such updated Bylaws shall replace the Association’s then current Bylaws.

Alberta Urban Municipalities Association

Per: _____

SCHEDULE "A"
AMENDED BYLAWS

BYLAWS



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Article 1 – Name and Definitions

- 1.01** The name of the Association (herein referred to as the “Association”) is currently the Alberta Urban Municipalities Association, which may be amended from time to time in accordance with the governing legislation and the terms hereof.
- 1.02** In these Bylaws, in addition to any other definitions contained herein, save where the contrary is expressed:
- a. **"Act"** means the *Societies Act* (Alberta) and any statute that may be substituted therefor, and the regulations made thereunder, as from time to time amended, and in the case of such amendment, reference in the Bylaws shall be read as referring to the amended provisions thereof;
 - b. **"appoint"** includes "elect" and vice versa;
 - c. **"Affiliate Member"** has the meaning set forth in clause 4.02(c);
 - d. **"Associate Member"** has the meaning set forth in clause 4.02(b);
 - e. **"Association"** means the Alberta Urban Municipalities Association or such other name that it is legally changed to.
 - f. **"Board"** means the Board of Directors of the Association, as constituted from time to time;
 - g. **"Bylaws"** means these Bylaws and all other Bylaws of the Association from time to time in force and effect;
 - h. **"Chief Executive Officer"** means the person referred to in Article 13 hereof that is duly appointed as the chief executive officer of the Association by the Board from time to time;
 - i. **"Director"** means a person who is from time to time duly elected or appointed as a Director of the Association;
 - j. **"Elected Representative"** means a member of the council of a Regular Member, elected pursuant to the MGA;
 - k. **"Good Standing"** means a member in respect of whom the Association has received the membership fee for the current membership year or, in the case of a Regular Member, evidence of intention to pay satisfactory to the Board has been received;
 - l. **"MGA"** means the Municipal Government Act (Alberta) and any statute that may be substituted therefor, and the regulations made thereunder, as from time to time amended, and in the case of such amendment, reference in the Bylaws shall be read as referring to the amended provisions thereof;
 - m. **"Officers"** means the officers of the Association including the elected or appointed officers that are elected or appointed by the membership as per the terms hereof, namely the President and Vice-Presidents (herein also referred to as the “elected Officers”), as well as those officers appointed by the Board, such as the Chief Executive Officer, and such other persons as would be construed as “officers” at law by reason of their senior roles of management with the Association.

- n. **"Regular Member"** and **"Regular Membership"** have the meanings set forth in clause 4.02(a);
- o. **"Returning Officer"** has the meaning set forth in clause 7.01;
- p. **"Special General Meeting"** means a meeting of the membership other than the annual general meeting;
- q. **"Special Resolution"** has the meaning set forth in the Act.

Article 2 – Purpose of Bylaws

- 2.01** The purpose of these Bylaws is to conform to the provisions of the Act and to set out the Association's membership, participation and leadership structures and processes to facilitate the Association's ability to provide leadership in advocating for legislation and programs to the Alberta and Canadian governments and to other organizations that support effective municipal governance and municipal interests in general, and to provide services that address the needs of its membership.
- 2.02** These Bylaws establish, and shall continue to establish in each and every year of the Association's existence, a fundamental and paramount principle that the Association is owned and controlled, directly or indirectly, by the Regular Members (as referenced in Article 4) of the Association in every material way, and that the Association's Bylaws, or any other constating document of the Association, shall be interpreted by the Association's Members, any court of competent jurisdiction and any taxing authority having jurisdiction, in a manner consistent with this fundamental and paramount principle.

Article 3 – General

- 3.01** The Board may establish procedures for convening any meeting referred to in these Bylaws by electronic or other communication facilities including a conference telephone call, video-conferencing, facsimile, e-mail or such other technology as may become available.
- 3.02** Notwithstanding anything in these Bylaws, if by virtue of severe weather conditions, a pandemic or other emergency reason that is generally applicable, it is impossible for a quorum to participate in any scheduled or required meeting, then:
- a. the time for undertaking any action, and
 - b. the terms of office of the Directors, President and Vice-Presidents,
- shall be extended until the meeting can be reconvened.
- 3.03** When written notice is required to be provided under these Bylaws, the notice may be given by mail, facsimile or other electronic means which enables the recipient to review the entire text of the notice.
- 3.04** The Association shall comply with the governing privacy legislation to the extent it is applicable to the Association and/or its activities.

Article 4 – Membership

4.01 Any municipality, organization or business which:

- a. desires to further one or more objects of the Association,
- b. qualifies under a membership category described in clause 4.02, and
- c. pays the relevant membership fee,

may become a member of the Association, but subject to Board approval where clauses 4.02a.ii., 4.02a.iii. and 4.05 are applicable, and subject to clause 4.09 as it pertains to reinstatement.

4.02 The categories of membership are:

- a. **REGULAR MEMBERSHIP**, such members being referred to as “**Regular Members**”, which shall be available to:
 - i. any city, town, village, summer village, or specialized municipality located in Alberta;
 - ii. upon Board approval, any successor municipality of a Regular Member referred to in subsection i. above, including any municipal district or county if the municipal district or county is the successor municipality thereof; and
 - iii. upon Board approval, any applying improvement district or Special Area, located in Alberta;
- b. **ASSOCIATE MEMBERSHIP**, such members being referred to as “**Associate Members**”, which shall be available to:
 - i. any municipality other than a municipality referred to in clause 4.02a.i.;
 - ii. any organization wholly owned by one or more municipalities that are eligible to be Regular Members or Associate Members, any municipally-related non-profit organization or special purpose board or commission;
 - iii. any municipally-related non-profit organization or special purpose board or commission that provides a reciprocal membership that has been approved by the Board; and
 - iv. any other local authority or non-profit organization, located in or outside Alberta.
- c. **AFFILIATE MEMBERSHIP**, such members being referred to as “**Affiliate Members**”, which shall be available to any company, organization or individual, in or outside of the Province of Alberta.

4.03 The classifications of Regular Members for the purposes of determining Board representation under Articles 7 and 8 are as follows:

- a. cities with populations over 500,000;
- b. cities with populations up to 500,000;

- c. towns;
 - d. villages; and
 - e. summer villages.
- 4.04** For purposes of determining membership classification, a specialized municipality, municipal district or county shall be classified according to its population such that if it has a population equal to or greater than the population thresholds set out in applicable provincial legislation, or as otherwise determined by the Government of Alberta, in relation to:
- a. a city, it shall be considered a city;
 - b. a town, it shall be considered a town;
 - c. a village, it shall be considered a village; and
- if less than the population set out for a village, it shall be considered a summer village.
- 4.05** The Townsite of Redwood Meadows, the Special Areas Board and an improvement district are eligible for inclusion, upon Board approval, in the classification of Regular Membership appropriate to its population.
- 4.06** (1) Subject to sub-clause (2), any member may withdraw from membership in the Association at any time by notice in writing.
- (2) A Regular Member which wishes to withdraw from membership in the Association shall provide at least twelve (12) months' notice in writing to the Association accompanied by a certified copy of the resolution of council.
- (3) Any notice of withdrawal of membership shall be presented to the Board.
- (4) A member which withdraws from membership is not entitled to reimbursement of any membership fees.
- 4.07** The membership year is the calendar year.
- 4.08** For purposes of this section, "Association activities" means all activities of the Association under its mandate other than business services, and "business services", for the purposes of these Bylaws, shall mean the provision, directly or indirectly, of certain products or services by the Association to its members which shall typically be through a service delivery entity owned by or related to the Association. With respect to access to these activities and services:
- a. Regular Members - Regular Members are entitled to participate in all Association activities and business services, including the right to vote as set forth in Article 5;
 - b. Associate Members - Associate Members are entitled to participate in business services and may, on conditions set by the Board from time to time, be entitled to

participate in some or all Association activities, but, for greater clarity, such participation shall not include the right to vote on Association matters;

- c. Affiliate Members - Affiliate members are entitled to participate in business services and may, on conditions set by the Board from time to time, be entitled to participate in some or all Association activities, but, for greater clarity, such participation shall not include the right to vote on Association matters.

4.09 If a member ceases to be a member in Good Standing:

- a. such member shall not be entitled to participate in Association activities nor have any voting rights under Article 5 but shall be entitled to participate in the Association's business services;
- b. for a period exceeding six (6) months, the member may be expelled from the Association upon approval thereof by the Board, effective immediately upon notice from the Association to the member. Thereafter the member shall not be entitled to participate in Association activities or enjoy membership privileges until the member has been brought into Good Standing and reinstated upon approval of the Board.

Article 5 – Voting Rights at Members' Meetings

5.01 The voting rights of a Regular Member in Good Standing of the Association at any annual general meeting or Special General Meeting shall be equal to one (1) vote for and by each Elected Representative of such Regular Member that is in attendance at such meeting.

5.02 For greater clarity, subject to clause 5.01, the maximum number of votes available to a Regular Member shall depend on the number of Elected Representatives it has on its council at the relevant time.

Article 6 – Nominations

6.01 Nominations for Directors and elected Officers shall be conducted in accordance with the election procedures established by the Returning Officer designated pursuant to clause 7.01.

6.02 To be eligible for nomination, a person must at a minimum:

- a. be an Elected Representative of a Regular Member in Good Standing,
- b. submit a completed nomination in the form prescribed by the Returning Officer, and
- c. be nominated by at least two other Elected Representatives of Regular Members in Good Standing.

Further, for the President or Vice-President positions, the nomination must be approved by a motion of the council of the Regular Member that the nominee is an Elected Representative of.

- 6.03** A municipality shall not have more than one Elected Representative serving in a Director position, except for the Cities of Edmonton and Calgary. In the event more than one Elected Representative from a municipality is nominated, the municipality's council needs to approve a motion for only one nominee.
- 6.04** The persons making a nomination and the person being nominated must be eligible to vote in the election for which the nomination is being made.
- 6.05** The Association shall have five (5) Vice-Presidents who shall be elected or appointed according to a classification system that is slightly modified from that set forth in clause 4.03, with the applicable classifications for which a Vice-President shall be appointed, or elected being as follows:
- a. the City of Calgary;
 - b. the City of Edmonton;
 - c. cities with populations up to 500,000;
 - d. towns; and
 - e. villages and summer villages.
- A person eligible for nomination as Vice-President for a classification must also be elected or appointed as a Director in the classification.
- 6.06** The President shall also be a Director but not a Director that has been appointed or elected pursuant to clause 8.02 in relation to a classification.

Article 7 – Elections

- 7.01** The Board shall designate a person to be the “Returning Officer” who shall be responsible for the fair and proper conduct of elections.
- 7.02** The Returning Officer shall establish and publish election procedures in accordance with these Bylaws and any applicable policies and procedures adopted by the Board from time to time.
- 7.03** Elections of Directors and elected Officers shall be held at the annual general meeting.
- 7.04** The Regular Members eligible to vote on the election or appointment of the Directors and elected Officers through their respective Elected Representatives are as follows:
- a. President – For the President of the Association, all persons that meet the voting requirements under Article 5;
 - b. Vice-Presidents – For each Vice-President, only those persons that: (i) are Elected Representatives of Regular Members that fit within the relevant classification, as set forth in clause 6.05, for which the Vice-President is being elected, and (ii) that otherwise meet the voting requirements under Article 5;

- c. Directors – For each Director, only those persons that: (i) are Elected Representatives of Regular Members; (ii) where in relation to a classification, only those Elected Representatives of Regular Members that fit within the relevant classification as set forth in clause 4.03, and, if a town or village, the electoral zone for which the Director is being elected, and (iii) that otherwise meet the voting requirements under Article 5.

Article 8 – Directors and Officers

8.01 The Association shall have a Board consisting of fifteen (15) Directors. For greater clarity, one of whom shall also be the President.

8.02 The number of Directors representing each classification is:

- a. two (2) Directors appointed by the City of Calgary, one of whom shall be designated by the City as Vice-President for Calgary;
- b. two (2) Directors appointed by the City of Edmonton, one of whom shall be designated by the City as Vice-President for Edmonton;
- c. three (3) Directors representing cities with populations up to 500,000;
- d. three (3) Directors representing towns;
- e. three (3) Directors representing villages;
- f. one (1) Director representing summer villages;

for an aggregate total of fourteen (14) Directors elected or appointed in relation to a classification.

8.03 The Directors representing towns and villages shall be elected according to electoral zones designated by the Board.

8.04 The Board shall establish the electoral zones for towns and villages as follows:

- a. towns shall be grouped into three zones, designated as towns east, west and south, and otherwise in such a manner that the number of towns in each zone is approximately the same;
- b. villages shall likewise be grouped into three zones, designated as villages east, west and south, in such a manner that the number of villages in each zone is approximately the same;

The Board shall publish the electoral zone information on its website by June 30 in each year except where there are no changes from the previous year.

8.05 The following applies to the term of office for each position on the Board:

- a. it commences at the organizational meeting of the Board following the annual general meeting, and

- b. it continues until the applicable (as per the terms of office in clause 8.06) annual general meeting at which time the position is available for election.

8.06 The terms of office for the positions of Directors and elected Officers are as follows:

- a. President - Two (2) years;
- b. Vice-President - One (1) year;
- c. Director - Two (2) years.

For greater clarity, Directors and elected Officers may be re-elected for one or more successive terms, provided they are otherwise eligible for the position.

8.07 (1) The term of office for the following Director positions shall begin in odd numbered years:

- a. one (1) Calgary Director;
- b. one (1) Edmonton Director;
- c. two (2) for cities with populations up to 500,000;
- d. towns east;
- e. villages south;
- f. summer villages.

(2) The term of office for the following Director positions shall begin in even numbered years:

- a. one (1) Calgary Director;
- b. one (1) Edmonton Director;
- c. one (1) for cities with populations up to 500,000;
- d. towns west and south;
- e. villages east and west.

8.08 (1) A President who is no longer an Elected Representative immediately ceases to be President and a member of the Board.

(2) A Director who is no longer an Elected Representative immediately ceases to be a member of the Board.

8.09 Should the legal municipal status change of the municipality of which a Director is an Elected Representative:

- a. the Director is eligible to remain in the position until the next annual general meeting, and

- b. if the term of office for the position does not expire at the end of the next annual general meeting a by-election shall be held at the next annual general meeting to fill the position for the remainder of the term.
- 8.10** Should the office of the President become vacant, the remaining Board shall forthwith appoint a member of the Board to serve as President until the next annual general meeting.
- 8.11** (1) Should a vacancy occur in a Director position other than a Director appointed by the City of Calgary or the City of Edmonton or in a Vice-President position, then:
- a. the Board may appoint a replacement to serve until the next annual general meeting, and
 - b. if the term of office for the position does not expire at the end of the next annual general meeting a by-election shall be held at the next annual general meeting to fill the position for the remainder of the term.
- (2) Should a vacancy occur in a Director position or a Vice-President position appointed by the City of Calgary or the City of Edmonton, the relevant city may appoint a replacement for the remainder of the term of office of the position.
- 8.12** A person appointed to fill a vacancy in any position must be eligible for election to that position if an election were held.
- 8.13** In carrying out the rights and responsibilities of a Director or Officer, every Director and Officer of the Association shall:
- a. act honestly and in good faith with a view to the best interests of the Association,
 - b. exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances,
 - c. comply with the applicable law including the Act, its regulations as well as with the objects, Bylaws, policies and procedures adopted by the Association,
 - d. maintain the confidentiality of all Association information given to such Director or Officer that is considered confidential, except in the following circumstances:
 - i. the confidential information is or subsequently enters the public domain through no action of the Director or Officer; or
 - ii. the confidential information is required to be disclosed by law,and if the Director or Officer receives Association information that is considered confidential from:
 - iii. such person's own independent sources; or
 - iv. any third party not under an obligation to keep the information Confidential,the Director will disclose to the Board that such information has been received.

- 8.14** A member of the Board ceases to be a Director if:
- a. the person is disqualified from Council pursuant to Section 174(1) of the MGA, or
 - b. the person misses three consecutive regular meetings of the Board, upon approval by the Board of the Director's removal, effective immediately upon notice from the Association to the Director.
- 8.15** The Board may, by resolution passed by at least three fourths (3/4) of the votes cast by those eligible to vote, remove a Director from the Board effective as of the date of the resolution or such later date as resolved by the Board. The provisions of clause 9.05 regarding notice and an opportunity to be heard apply to a resolution under this clause.

Article 9 – Disqualification of Directors

9.01 In this Article:

- a. "Director's family" means the Director's spouse or adult interdependent partner, the Director's children, the parents of the Director and the parents of the Director's spouse or interdependent partner;
- b. "spouse" means:
 - i. the spouse of a married person, and
 - ii. does not include a spouse who is living separate and apart from the other spouse if the spouses have separated pursuant to a written separation agreement or if their support obligations and family property have been dealt with by a court order.

9.02 (1) A member of the Board has a pecuniary interest in a matter if:

- a. the matter could monetarily affect the Director or an employer of the Director, or
- b. the Director knows or should know that the matter could monetarily affect the Director's family.

(2) For the purposes of subsection (1), a person is monetarily affected by a matter if the matter monetarily affects:

- a. the person directly,
- b. a corporation, other than a distributing corporation (as defined under the governing legislation), in which the person is a shareholder, director or officer,
- c. a distributing corporation in which the person beneficially owns voting shares carrying at least 10% of the voting rights attached to the voting shares of the corporation or of which the person is a director or officer, or
- d. a partnership or firm of which the person is a member.

(3) A Director does not have a pecuniary interest by reason only of any interest:

- a. that the Director or a member of the Director's family may have by reason of being appointed by the Board as a director of a company incorporated for the purpose of carrying on business for and on behalf of the Association or by reason of being appointed as the representative of the Board on another body;
- b. that the Director or member of the Director's family may have with respect to any allowance, honorarium, remuneration or benefit to which the Director or member of the Director's family may be entitled by being appointed by the Board to a position described in clause a);
- c. that the Director may have with respect to any allowance, honorarium, remuneration or benefit to which the Director may be entitled by being a Director; or
- d. that is so remote or insignificant that it cannot reasonably be regarded as likely to influence the Director.

9.03 (1) When a Director, or a Regular Member of which the Director is an Elected Representative, has a pecuniary interest in a matter before the Board, a Board committee or any other body to which the Director is appointed as a representative of the Board, the Director must, if present:

- a. disclose the general nature of the pecuniary interest prior to any discussion of the matter,
- b. abstain from voting on any question relating to the matter,
- c. abstain from any discussion of the matter, and
- d. subject to subsection (2), leave the room in which the meeting is being held until discussion and voting on the matter are concluded.

(2) If the matter with respect to which the Director, or the Regular Member of which the Director is an Elected Representative has a pecuniary interest is the payment of an account for which funds have previously been committed, it is not necessary for the Director to leave the room.

9.04 (1) A Director ceases eligibility to be a Director if the Director:

- a. takes part in a decision of the Board knowing that the decision might further a private interest of:
 - i. the Director,
 - ii. a corporation, firm or partnership referred to in clause 9.02(2), or
 - iii. a Regular Member of which the Director is an Elected Representative,
- b. where applicable, does not declare an interest and withdraw from a meeting without voting on or discussing a matter before the Board which might further a private interest referred to in clause (a)i., ii. or iii. above, or

- c. accepts:
 - i. a fee of any amount other than a fee or honorarium paid by the Association for the Director's services as a Director, or
 - ii. a gift or other benefit having a value of more than the maximum determined by the Board from time to time where such amount is received because the Director is a Director.

(2) Subsection (1)(c) does not apply if a Director is invited to attend an event or function as a representative of the Association and the Director discloses such attendance and payment in a manner approved by the Board from time to time.

9.05 (1) A meeting of the Board may be called under clause 10.01 to determine whether a Director is no longer eligible to be a Director under this Article.

(2) The Director:

- a. shall be given notice of a meeting of the Board called under this section;
- b. upon request:
 - i. shall be given particulars of the grounds on which it is alleged that the Director has ceased eligibility to be a Director;
 - ii. shall be given an opportunity to make representations to the Board in writing or in person, or by legal counsel, or any combination of the foregoing;
- c. is not entitled to be present while the Board discusses the question whether or not the Director has ceased eligibility to be a Director.

9.06 (1) Upon determination by the Board that the Director has ceased eligibility to be on the Board, the Association shall provide notice to the Director of the Director's removal from the Board effective the date thereof.

(2) The provisions of Article 8 relating to the filling of vacancies on the Board until the next annual general meeting apply to filling a vacancy under this Article.

9.07 A Director, by accepting appointment or election as a Director, agrees the Director will not be entitled to assert any claim or bring any legal action, whether for defamation or any other cause of action, against the Association or any Officer, Director or employee of the Association, in respect of anything done by any of them in good faith pursuant to this Article.

Article 10 – Powers and Duties of the Board

10.01 Meetings of the Board shall be held as follows:

- a. pursuant to a regular schedule of meetings set by the Board, or
- b. at the call of the President, or
- c. upon the written request of four (4) Directors with at least 72 hours' notice.

10.02 A quorum of the Board is eight (8) members.

10.03 At meetings of the Board, each Director present shall have one vote and, in the case of a tie, the motion shall be lost. A resolution in writing signed by all of the Directors, shall be valid and effectual as if it had been passed at a meeting of Directors duly called and constituted.

10.04 The Board has the authority to manage, or supervise the management of, the affairs of the Association. The Board has the authority and responsibility to carry out as appropriate, or delegate to its committees, the powers and duties conferred upon it by the Association and by law.

10.05 If the Board establishes and prescribes the terms of reference for any committee, or delegates that authority to the Executive Committee, the persons appointed as committee members may be:

- a. Directors,
- b. Elected Representatives of members,
- c. other persons, and/or
- d. any combination of the above.

10.06 Members of the Board and Executive Committee shall receive an honorarium for their service and shall be reimbursed for expenses reasonably incurred in performing their duties on the Board or Executive Committee.

10.07 The Board shall have authority on behalf of the Association to approve and adopt policies and procedures from time to time relating to the Association and its operations.

10.08 In addition to the duties otherwise set forth herein, and for greater clarity, in exercising its operational authority, the Board, and each Director and Officer, shall comply with the then current objects, bylaws, policies and procedures of the Association.

Article 11 – Executive Committee

11.01 The Executive Committee, also referred to as the Executive, shall consist of the President and the Vice-Presidents and may also include such other Directors of the Association that the Board may approve to be part of the Executive.

- 11.02** A quorum for Executive Committee meetings shall consist of three (3) members of the Executive.
- 11.03** The Executive Committee shall have all the powers of the Board between meetings of the Board on emergent and time sensitive issues in accordance with such rules as the Board may adopt provided that the Executive may only provide recommendations to the Board, and shall not determine, the following:
- a. the employment or termination of the Chief Executive Officer of the Association,
 - b. the amount of membership fees under clause 15.04, and
 - c. borrowing money under clauses 15.06 and 15.07.
- 11.04** The Executive Committee shall report any action taken under clause 11.03 at the next meeting of the Board.
- 11.05** The President and the Vice-Presidents of the Association shall have the duties and powers set forth in these Bylaws as well as those associated with their position as set forth below:
- a. President – The President of the Board shall, when present, preside at all meetings of the Board and of the members. The President shall, subject to the authority of the Board, have general supervision of the activities and affairs of the Association and shall have such other duties and powers as the Board may specify;
 - b. Vice-Presidents – If the President is absent or is unable or refuses to act, one of the Vice-Presidents shall preside at the meetings of the Board and of the members. The duty to preside in the President’s absence shall be undertaken by the Vice-Presidents on a rotation that is approved by the Board. The Vice-Presidents shall have such other duties and powers as the Board may specify.

Article 12 – Meetings

- 12.01** The annual general meeting of the Association shall be held at such time and place as the Board may determine.
- 12.02** Written notice of the date of the annual general meeting shall be provided to each Regular Member and the Association’s auditor not less than twenty-eight (28) days prior to the date of the meeting.
- 12.03** A Special General Meeting of the Association may be held at the call of five (5) percent of the Regular Membership or by two-thirds (2/3) vote of all the Board and written notice shall be provided to each Regular Member not less than fourteen (14) days before the date of the meeting except where a matter is to be decided by a Special Resolution in which case the notice period set forth in clause 16.03 shall apply.
- 12.04** A quorum at an annual general meeting or Special General Meeting shall be representation from twenty-five percent (25%) of the Regular Members in Good Standing and the quorum shall be determined within fifteen minutes of the posted starting time

of the meeting. For the purposes of this determination, a Regular Member shall be deemed to be represented if:

- a. at an annual general meeting, one of its Elected Representatives is registered to attend the annual Association's conference and annual general meeting, regardless of whether such Elected Representative attends the said meeting;
- b. at a Special General Meeting, one of its Elected Representatives is in attendance.

12.05 The President or, where applicable, a Vice-President or such other Director approved by the Board, shall chair the annual general meeting and any Special General Meeting.

12.06 The persons entitled to speak at an annual general meeting or Special General Meeting are:

- a. those Elected Representatives in attendance whose municipalities are Regular Members of the Association in Good Standing,
- b. in the event a Regular Member is unable to be represented at the annual general meeting or a Special General Meeting by an Elected Representative, an official appointed by motion of the council to represent it, provided that notice of such appointment is submitted in writing to the Chief Executive Officer at least three (3) days prior to the date of the annual general meeting or Special General Meeting, and for greater clarity, such person shall not have any voting rights,
- c. upon a motion from the floor, a representative of an Associate Member, and
- d. the Association's auditor and such other person(s) upon consent or invitation of the chair of the meeting.

12.07 Except as otherwise provided in these Bylaws, the rules of procedure to be followed at meetings of the Board, the annual general meeting and any Special General Meeting shall be formal in nature following, generally speaking, the applicable procedures set forth in "Robert's Rules of Order, Newly Revised" with deviations as deemed appropriate by the meeting's chair, to facilitate consensus, discussion and collaboration.

Article 13 – Chief Executive Officer

13.01 The Board shall appoint a Chief Executive Officer to manage the affairs of the Association. For greater clarity, the Chief Executive Officer shall not be a Director of the Association.

13.02 The Chief Executive Officer, as the chief officer of the Association and any of its subsidiaries, ensures that the policies and programs of the Association are implemented, and performs the duties and functions and exercises the powers assigned to the Chief Executive Officer by the Board.

13.03 The Chief Executive Officer may cause the Association to employ any staff required within the expenditure authority included in the Association's budget.

Article 14 – Signing Authority

- 14.01** After minutes are approved by the Board in relation to Board meetings and by the Regular Members in relation to membership meetings, the minutes shall be signed by the Chief Executive Officer to indicate such approval.
- 14.02** Except where otherwise authorized herein, the Board shall designate signing authorities for any financial or other instrument, contract, document or agreement requiring the signature of the Association and grant authorizations for the use of the seal by Board resolution or in one or more Board approved policies.

Article 15 – Financial Affairs

- 15.01** The fiscal year of the Association shall be the calendar year unless otherwise approved by the Board.
- 15.02** Before the end of each fiscal year, the Board shall approve a budget for the next fiscal year which shall include revenues at least sufficient to pay the estimated expenditures.
- 15.03** The Board may approve an interim budget for part of the next fiscal year.
- 15.04** The Board shall annually determine a method of calculating membership fees which will generate the membership fee revenue projected in the budget.
- 15.05** If any number of Regular Members agree to undertake a special initiative, the Board may levy a special fee on those members to raise the required revenue.
- 15.06** The Board shall have the power and authority to cause the Association to borrow money for operating purposes, and to give security therefor, in an amount not in excess of sixty percent (60%) of annual fees or special assessments then levied or assessed by the Association to its membership but not yet collected.
- 15.07** By a two-thirds (2/3) majority vote of the Board, the Association may borrow for capital purposes on such terms as the Board determines appropriate.
- 15.08** The Association may draw, make, accept, endorse, execute and issue promissory notes, bills of exchange and other negotiable instruments.
- 15.09** The books and records of the Association shall be available for the inspection by any Regular Member of the Association at the Association's office during normal business hours except confidential information of the Association which may only be disclosed upon Board approval and on such terms as are required by the Board.
- 15.10** In the event the Association is wound up or dissolved, the Association shall obtain and comply with the required authorizations and processes referenced in the Act. Further, in such event, all of its remaining assets after payment of its liabilities, if any, shall be paid to such registered and incorporated non-profit organization or

organizations with purposes similar to those of the Association as a majority of the Regular Members determine and in no event shall any member become entitled to any remaining assets of the Association.

- 15.11** The Board shall appoint by resolution an independent firm of chartered professional accountants as the Association's auditor to audit the annual financial statements of the Association and an audited annual financial statement shall be submitted to each annual general meeting.
- 15.12** The Association may acquire by gift or purchase and have, possess, and enjoy land, tenements, rents, annuities, and other property of any kind whatsoever within the Province of Alberta.
- 15.13** The Association may from time to time sell, alienate, exchange, mortgage, let, lease or otherwise dispose of any part of its real or personal estate.
- 15.14** Every Director and Officer of the Association and their heirs, executors and administrators, respectively, shall be deemed to have assumed office on the express understanding and agreement and condition that each shall, from time to time and at all times, be indemnified and saved harmless out of the funds of the Association from and against:
- a. all costs, charges, damages and expenses whatsoever, including without limitation, an amount paid to settle an action or satisfy a judgment, which they sustain or incur in or about any action, claim, suit or proceeding which is brought, commenced or prosecuted against them by reason of being or having been a Director or Officer of the Association or who acts or acted at the Association's request as a director or officer of another entity in which the Association had a material interest or in respect of any act, omission, deed, matter or thing whatsoever made, done or permitted by them in or about the execution of the duties of their office; and
 - b. all other costs, charges, damages and expenses which they sustain or incur in or about or in relation to any act, omission, deed, matter or thing whatsoever made, done or permitted by them in or about the execution of the duties of their office;
- except such costs, charges, damages and expenses as are occasioned by their own willful misconduct or dishonesty and except in respect of an action by or on behalf of the Association or other said entity to procure a judgment in its favour.
- 15.15** The Association shall purchase and maintain, or otherwise ensure, there is directors' and officers' liability insurance for the benefit of the Directors and Officers of the Association, in such amounts and with such insurers as the Board may from time to time determine appropriate.

Article 16 – Amendments

- 16.01** The Board or a Regular Member may propose a Special Resolution, as required by the Act, to amend these Bylaws.

16.02 A proposed Special Resolution may be considered at the annual general meeting or at a Special General Meeting.

16.03 Written notice of a proposed Special Resolution shall be provided to each Regular Member not less than twenty-eight (28) days before the meeting at which the Special Resolution is to be considered.

16.04 An amendment to the Bylaws shall not be made unless approved by Special Resolution.

16.05 Notwithstanding any other provision contained in these Bylaws, every Special Resolution to amend these Bylaws shall contain the following preamble:

“WHEREAS the following proposed amendment has been submitted to the Association only after taking into consideration:

- a. the Association’s fundamental and paramount principle of ownership and control of the Association by its Regular Members; and
- b. the Association’s tax-exempt status under para. 149(1)(d.5) of the *Income Tax Act* (Canada) as discussed by the Canada Revenue Agency in its letter dated March 14, 2007,

and that the proposed amendment herein will not, by its nature, content or description, compromise, modify, alter, affect or change in any way the fundamental and paramount principle of the Association (the Association being owned and controlled by its Regular Members only) or the Association’s tax exempt status under para. 149(1)(d.5) of the *Income Tax Act* (Canada) as same may be amended from time to time.”

For greater clarity, failure to include the above preamble shall not invalidate a Special Resolution approved in accordance with these Bylaws and the governing law.

16.06 In 2025 and every subsequent year divisible by five (5), the President shall establish a special committee to conduct a general review of the Bylaws of the Association.

16.07 In the event any provision of these Bylaws is in any manner determined to be inconsistent with, or in violation of, the fundamental and paramount principle of the Association set forth in clause 2.02 above, then upon such determination being made by the Board acting reasonably, such provision shall be deemed to be void ab initio and of no force and effect, and such provision shall be deemed to be struck from these Bylaws without further notice or approval by the Regular Members. Further, the Regular Members and the Board shall take such steps and grant such approvals as are necessary to ensure the Bylaws are formally amended, approved and filed with Corporate Registry to reflect same.

SCHEDULE "B"

REDLINE COMPARE OF THE BYLAWS

~~ALBERTA URBAN MUNICIPALITIES ASSOCIATION~~

BYLAWS

Article ~~1~~ - NAME AND DEFINITIONS

- 1.03** The name of the Association (~~herein referred to as the "Association"~~) ~~is currently shall be~~ the Alberta Urban Municipalities Association, ~~which may be amended from time to time in accordance with the governing legislation and the terms hereof, referred to in these Bylaws as the "Association."~~
- 1.04** In these Bylaws, in addition to any other definitions contained herein, save where the contrary is expressed:
- a. **"Act"** means the *Societies Act* (Alberta) and any statute that may be substituted therefor, and the regulations made thereunder, as from time to time amended, and in the case of such amendment, reference in the Bylaws shall be read as referring to the amended provisions thereof;
 - b. **"appoint"** includes "elect" and *vice versa*;
 - c. **"Affiliate Member"** has the meaning set forth in clause 4.02(c);
 - d. **"Associate Member"** has the meaning set forth in clause 4.02(b);
 - e. **"Association"** means the Alberta Urban Municipalities Association ~~or such other name that it is legally changed to;~~
 - f. **"Board"** means the Board of Directors of the Association, as constituted from time to time;
 - g. **"Bylaws"** means these Bylaws and all other Bylaws of the Association from time to time in force and effect;
 - h. **"Chief Executive Officer"** means the person referred to in Article ~~13XIII~~ hereof that is duly appointed as the chief executive officer of the Association by the Board from time to time;
 - i. **"Director"** means a person who is from time to time duly elected or appointed as a Director of the Association;
 - j. **"Elected Representative"** means a member of the council of a Regular Member, elected pursuant to the MGA;
 - k. **"Good Standing"** means a member in respect of whom the Association has received the membership fee for the current membership year or, in the case of a Regular Member, evidence of intention to pay satisfactory to the Board has been received;
 - l. **"MGA"** means the *Municipal Government Act* (Alberta) and any statute that may be substituted therefor, and the regulations made thereunder, as from time to time amended, and in the case of such amendment, reference in the Bylaws shall be read as referring to the amended provisions thereof;
 - m. **"Officers"** means the officers of the Association including the elected or appointed officers that are elected or appointed by the membership as per the terms hereof, namely the President and Vice-Presidents (herein also referred to as the **"elected Officers"**), as well as those officers appointed by the Board, such as the Chief Executive Officer, and such other persons as would be construed as "officers" at law by reason of their senior roles of management with the Association.
 - n. **"Regular Member"** and **"Regular Membership"** have the meanings set forth in clause 4.02(a);

- o. **“Returning Officer”** has the meaning set forth in clause 7.01;
- p. **“Special General Meeting”** means a meeting of the membership other than the annual general meeting;
- q. **“Special Resolution”** has the meaning set forth in the Act.

Article 2H - PURPOSE OF BYLAWS

- 2.01** The purpose of these Bylaws is to conform to the provisions of the Act and to set out the Association’s membership, participation and leadership structures and processes to facilitate the Association’s ability to provide leadership in advocating for legislation and programs to the Alberta and Canadian governments and to other organizations that support effective municipal governance and municipal interests in general, and to provide services that address the needs of its membership.
- 2.02** These Bylaws establish, and shall continue to establish in each and every year of the Association’s existence, a fundamental and paramount principle that the Association is owned and controlled, directly or indirectly, by the Regular Members (as referenced in Article 4IV) of the Association in every material way, and that the Association’s Bylaws, or any other constating document of the Association, shall be interpreted by the Association’s Members, any court of competent jurisdiction and any taxing authority having jurisdiction, in a manner consistent with this fundamental and paramount principle.

Article 3H - GENERAL

- 3.01** The Board may establish procedures for convening any meeting referred to in these Bylaws by electronic or other communication facilities including a conference telephone call, video-conferencing, facsimile, e-mail or such other technology as may become available.
- 3.02** Notwithstanding anything in these Bylaws, if by virtue of severe weather conditions, a pandemic or other emergency reason that is generally applicable, it is impossible for a quorum to participate in any scheduled or required meeting, then:
 - a. the time for undertaking any action, and
 - b. the terms of office of the Directors, President and Vice-Presidents,shall be extended until the meeting can be reconvened.
- 3.03** When written notice is required to be provided under these Bylaws, the notice may be given by mail, facsimile or other electronic means which enables the recipient to review the entire text of the notice.
- 3.04** The Association shall comply with the governing privacy legislation to the extent it is applicable to the Association and/or its activities.

Article 4IV - MEMBERSHIP

- 4.01** Any municipality, organization or business which:
 - a. desires to further one or more **o**bjects of the Association,
 - b. qualifies under a membership category described in clause 4.02, and
 - c. pays the relevant membership fee,

may become a member of the Association, but subject to Board approval where clauses 4.02.(a.)ii., 4.02.(a.)iii. and 4.05 are applicable, and subject to clause 4.09 as it pertains to reinstatement.

4.02 The categories of membership are:

- a. REGULAR MEMBERSHIP, such members being referred to as “**Regular Members**”, which shall be available to:
 - iv. any city, town, village, summer village, or specialized municipality located in Alberta; ~~and~~
 - v. upon Board approval, any successor municipality of a Regular Member referred to in subsection i. above, including any municipal district or county if the municipal district or county is the successor municipality thereof; and
 - ~~v.vi.~~ upon Board approval, any applying improvement district or Special Area ; located in Alberta;
- b. ASSOCIATE MEMBERSHIP, such members being referred to as “**Associate Members**”, which shall be available to:
 - i. any municipality other than a municipality referred to in clause 4.02(a.)i.;
 - ii. any organization wholly owned by one or more municipalities that are eligible to be Regular Members or Associate Members, any municipally-related non-profit organization or special purpose board or commission;
 - iii. any municipally-related non-profit organization or special purpose board or commission that provides a reciprocal membership that has been approved by the Board; and
 - ~~iii.vi.~~ any other local authority or related non-profit organization incorporated pursuant to provincial legislation; located in or outside Alberta;
- c. AFFILIATE MEMBERSHIP, such members being referred to as “**Affiliate Members**”, which shall be available to any company, organization or individual, in or outside of the Province of Alberta.

4.03 The classifications of Regular Members for the purposes of determining Board representation under Articles ~~7vii~~ and ~~8viii~~ are as follows:

- a. cities with populations over 500,000;
- b. cities with populations up to 500,000;
- c. towns;
- d. villages; and
- e. summer villages.

4.04 For purposes of determining membership classification, a specialized municipality, municipal district or county shall be classified according to its population such that if it has a population equal to or greater than the population thresholds set out in applicable provincial legislation, or as otherwise determined by the Government of Alberta, in relation to:

- a. a city, it shall be considered a city;
- b. a town, it shall be considered a town;
- c. a village, it shall be considered a village; and

if less than the population set out for a village, it shall be considered a summer village.

~~For purposes of determining membership classification, a specialized municipality, municipal district or county shall be classified according to its population such that if it has a population equal to or~~

~~greater than the population thresholds set out in applicable provincial legislation or as otherwise determined by the Government of Alberta, in the MGA in relation to:~~

~~(a) — a city, it shall be considered a city;~~

~~(b) — a town, it shall be considered a town;~~

~~(c) — a village, it shall be considered a village; and~~

~~if less than the population set out for a village, it shall be considered a summer village.~~

4.05 The Townsite of Redwood Meadows, the Special Areas Board and an improvement district are eligible for inclusion, upon Board approval, in the classification of Regular Membership appropriate to its population.

4.06 (1) Subject to sub-clause (2), any member may withdraw from membership in the Association at any time by notice in writing.

(2) A Regular Member which wishes to withdraw from membership in the Association shall provide at least twelve (12) months' notice in writing to the Association accompanied by a certified copy of the resolution of council.

(3) Any notice of withdrawal of membership shall be presented to the Board.

(4) A member which withdraws from membership is not entitled to reimbursement of any membership fees.

4.07 The membership year is the calendar year.

4.08 For purposes of this section, "Association activities" means all activities of the Association under its mandate other than business services, and "business services", for the purposes of these Bylaws, shall mean the provision, directly or indirectly, of certain products or services by the Association to its members which shall typically be through a service delivery entity owned by or related to the Association. With respect to access to these activities and services:

a. Regular Members - Regular Members are entitled to participate in all Association activities and business services, including the right to vote as set forth in Article ~~5V~~;

b. Associate Members - Associate Members are entitled to participate in business services and may, on conditions set by the Board from time to time, be entitled to participate in some or all Association activities, but, for greater clarity, such participation shall not include the right to vote on Association matters;

c. Affiliate Members - Affiliate members are ~~not~~ entitled to participate in business services ~~and but~~ may, on conditions set by the Board from time to time, be entitled to participate in some or all Association activities, but, for greater clarity, such participation shall not include the right to vote on Association matters.

4.09 If a member ceases to be a member in Good Standing:

a. ~~municipalities or organizations that are Regular or Associate Members~~ such member shall not be entitled to participate in Association activities nor have any voting rights under Article ~~5V~~ but ~~Regular or Associate Members~~ shall be entitled to participate in the Association's business services;

b. for a period exceeding six (6) months, the member may be expelled from the Association upon approval thereof by the Board, effective immediately upon notice from the Association to the ~~Regular Member~~ Regular Member. Thereafter the member shall not be entitled to

participate in Association activities or enjoy membership privileges until the member has been brought into Good Standing and reinstated upon approval of the Board.

Article 5V – VOTING RIGHTS AT MEMBERS’ MEETINGS

- 5.01** The voting rights of a Regular Member in Good Standing of the Association at any annual general meeting or Special General Meeting shall be equal to one (1) vote for and by each Elected Representative of such Regular Member that is in attendance at such meeting.
- 5.02** For greater clarity, subject to clause 5.01, the maximum number of votes available to a Regular Member shall depend on the number of Elected Representatives it has on its council at the relevant time.

Article 6VI - NOMINATIONS

- 6.01** Nominations for Directors and elected Officers shall be conducted in accordance with the election procedures established by the Returning Officer designated pursuant to clause 7.01.
- 6.02** To be eligible for nomination, a person must at a minimum:
- a. be an Elected Representative of a Regular Member in Good Standing,
 - b. submit a completed nomination in the form prescribed by the Returning Officer, and
 - c. be nominated by at least two other Elected Representatives of Regular Members in Good Standing.
- Further, for the President or Vice-President positions, the nomination must be approved by a motion of the council of the Regular Member that the nominee is an Elected Representative of.
- 6.03** A municipality shall not have more than one Elected Representative serving in a Director position, except for the Cities of Edmonton and Calgary. In the event more than one Elected Representative from a municipality is nominated, the municipality’s council needs to approve a motion for only one nominee.
- 6.04** The persons making a nomination and the person being nominated must be eligible to vote in the election for which the nomination is being made.
- 6.05** The Association shall have five (5) Vice-Presidents who shall be elected or appointed according to a classification system that is slightly modified from that set forth in clause 4.03, with the applicable classifications for which a Vice-President shall be appointed, or elected being as follows:
- a. the City of Calgary;
 - b. the City of Edmonton;
 - c. cities with populations up to 500,000;
 - d. towns; and
 - e. villages and summer villages.
- A person eligible for nomination as Vice-President for a classification must also be elected or appointed as a Director in the classification.
- 6.06** The President shall also be a Director but not a Director that has been appointed or elected pursuant to clause 8.02 in relation to a classification.

Article ~~7~~⁷VII - ELECTIONS

- 7.01** The Board shall designate a person to be the “Returning Officer” who shall be responsible for the fair and proper conduct of elections.
- 7.02** The Returning Officer shall establish and publish election procedures in accordance with these Bylaws and any applicable policies and procedures adopted by the Board from time to time.
- 7.03** Elections of Directors and elected Officers shall be held at the annual general meeting.
- 7.04** The Regular Members eligible to vote on the election or appointment of the Directors and elected Officers through their respective Elected Representatives are as follows:
- a. President – For the President of the Association, all persons that meet the voting requirements under Article ~~5~~⁵;
 - b. Vice-Presidents – For each Vice-President, only those persons that: (i) are Elected Representatives of Regular Members that fit within the relevant classification, as set forth in clause 6.05, for which the Vice-President is being elected, and (ii) that otherwise meet the voting requirements under Article ~~5~~⁵;
 - c. Directors – For each Director, only those persons that: (i) are Elected Representatives of Regular Members; (ii) where in relation to a classification, only those Elected Representatives of Regular Members that fit within the relevant classification as set forth in clause 4.03, and, if a town or village, the electoral zone for which the Director is being elected, and (iii) that otherwise meet the voting requirements under Article ~~5~~⁵.

Article ~~8~~⁸VIII – DIRECTORS AND OFFICERS

- 8.01** The Association shall have a Board consisting of fifteen (15) Directors. For greater clarity, one of whom shall also be the President.
- 8.02** The number of Directors representing each classification is:
- a. two (2) Directors appointed by the City of Calgary, one of whom shall be designated by the City as Vice-President for Calgary;
 - b. two (2) Directors appointed by the City of Edmonton, one of whom shall be designated by the City as Vice-President for Edmonton;
 - c. three (3) Directors representing cities with populations up to 500,000;
 - d. three (3) Directors representing towns;
 - e. three (3) Directors representing villages;
 - f. one (1) Director representing summer villages;
- for an aggregate total of fourteen (14) Directors elected or appointed in relation to a classification.
- 8.03** The Directors representing towns and villages shall be elected according to electoral zones designated by the Board.
- 8.04** The Board shall establish the electoral zones for towns and villages as follows:
- a. towns shall be grouped into three zones, designated as towns east, west and south, and otherwise in such a manner that the number of towns in each zone is approximately the same;
 - b. villages shall likewise be grouped into three zones, designated as villages east, west and south, in such a manner that the number of villages in each zone is approximately the same;
- The Board shall publish the electoral zone information on its website by June 30 in each year except where there are no changes from the previous year.

- 8.05** The following applies to the term of office for each position on the Board:
- a. it commences at the organizational meeting of the Board following the annual general meeting, and
 - b. it continues until the ~~end of the~~ applicable (as per the terms of office in clause 8.06) annual general meeting at which time the position is available for election.
- 8.06** The terms of office for the positions of Directors and elected Officers are as follows:
- a. President - Two (2) years;
 - b. Vice-President – One (1) year;
 - c. Director – Two (2) years.
- For greater clarity, Directors and elected Officers may be re-elected for one or more successive terms, provided they are otherwise eligible for the position.
- 8.07** (1) The term of office for the following Director positions shall begin in odd numbered years:
- a. one (1) Calgary Director;
 - b. one (1) Edmonton Director;
 - c. two (2) for cities with populations up to 500,000;
 - d. towns east;
 - e. villages south;
 - f. summer villages.
- (2) The term of office for the following Director positions shall begin in even numbered years:
- a. one (1) Calgary Director;
 - b. one (1) Edmonton Director;
 - c. one (1) for cities with populations up to 500,000;
 - d. towns west and south;
 - e. villages east and west.
- 8.08** (1) A President who is no longer an Elected Representative immediately ceases to be President and a member of the Board.
- (2) A Director who is no longer an Elected Representative immediately ceases to be a member of the Board.
- ~~(3) In the case of either (1) or (2) above, if the period until the next annual general meeting is longer than three (3) months, the position shall be deemed to be vacant.~~
- 8.09** Should the legal municipal status change of the municipality of which a Director is an Elected Representative:
- a. the Director is eligible to remain in the position until the next annual general meeting, and
 - b. if the term of office for the position does not expire at the end of the next annual general meeting, a by-election shall be held at the next annual general meeting to fill the position for the remainder of the term.
- 8.10** Should the office of the President become vacant, the remaining Board shall forthwith appoint a member of the Board to serve as President until the next annual general meeting.
- 8.11** (1) Should a vacancy occur in a Director position other than a Director appointed by the City of Calgary or the City of Edmonton or in a Vice-President position, then:
- a. the Board may appoint a replacement to serve until the next annual general meeting, and

- b. if the term of office for the position does not expire at the end of the next annual general meeting a by-election shall be held at the next annual general meeting to fill the position for the remainder of the term.

(2) Should a vacancy occur in a Director position or a Vice-President position appointed by the City of Calgary or the City of Edmonton, the relevant city may appoint a replacement for the remainder of the term of office of the position.

8.12 A person appointed to fill a vacancy in any position must be eligible for election to that position if an election were held.

8.13 In carrying out the rights and responsibilities of a Director or Officer, every Director and Officer of the Association shall:

- a. act honestly and in good faith with a view to the best interests of the Association,
- b. exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances,
- c. comply with the applicable law including the Act, its regulations as well as with the objects, Bylaws, policies and procedures adopted by the Association,
- d. maintain the confidentiality of all Association information given to such Director or Officer that is considered confidential, except in the following circumstances:
 - v. the confidential information is in or subsequently enters the public domain through no action of the Director or Officer; or
 - vi. the confidential information is required to be disclosed by law, _____ and if the Director or Officer receives Association information that is _____ considered confidential from:
 - vii. such person's own independent sources; or
 - viii. any third party not under an obligation to keep the information confidential, the Director will disclose to the Board that such information has been received.

8.14 A member of the Board ceases to be a Director if:

- a. the person is disqualified from council pursuant to sSection 174(1) of the MGA, or
- b. the person misses three consecutive regular meetings of the Board, upon approval by the Board of the Director's removal, effective immediately upon notice from the Association to the Director.

8.15 The Board may, by resolution passed by at least three fourths (3/4) of the votes cast by those eligible to vote, remove a Director from the Board effective as of the date of the resolution or such later date as resolved by the Board. The provisions of clause 9.05 regarding notice and an opportunity to be heard apply to a resolution under this clause.

ARTICLE ~~9~~ - DISQUALIFICATION OF DIRECTORS

9.01 In this Article:

- a. "Director's family" means the Director's spouse or adult interdependent partner, the Director's children, the parents of the Director and the parents of the Director's spouse or interdependent partner;
- b. "spouse" means:
 - i. the spouse of a married person, and

- ii. does not include a spouse who is living separate and apart from the other spouse if the spouses have separated pursuant to a written separation agreement or if their support obligations and family property have been dealt with by a court order.

9.02 (1) A member of the Board has a pecuniary interest in a matter if:

- a. the matter could monetarily affect the Director or an employer of the Director, or
- b. the Director knows or should know that the matter could monetarily affect the Director's family.

(2) For the purposes of subsection (1), a person is monetarily affected by a matter if the matter monetarily affects:

- a. the person directly,
- b. a corporation, other than a distributing corporation (as defined under the governing legislation), in which the person is a shareholder, director or officer,
- c. a distributing corporation in which the person beneficially owns voting shares carrying at least 10% of the voting rights attached to the voting shares of the corporation or of which the person is a director or officer, or
- d. a partnership or firm of which the person is a member.

(3) A Director does not have a pecuniary interest by reason only of any interest:

- a. that the Director or a member of the Director's family may have by reason of being appointed by the Board as a director of a company incorporated for the purpose of carrying on business for and on behalf of the Association or by reason of being appointed as the representative of the Board on another body;
- b. that the Director or member of the Director's family may have with respect to any allowance, honorarium, remuneration or benefit to which the Director or member of the Director's family may be entitled by being appointed by the Board to a position described in clause a.);
- c. that the Director may have with respect to any allowance, honorarium, remuneration or benefit to which the Director may be entitled by being a Director; or
- d. that is so remote or insignificant that it cannot reasonably be regarded as likely to influence the Director.

9.03 (1) When a Director, or a Regular Member of which the Director is an Elected Representative, has a pecuniary interest in a matter before the Board, a Board committee or any other body to which the Director is appointed as a representative of the Board, the Director must, if present:

- a. disclose the general nature of the pecuniary interest prior to any discussion of the matter,
- b. abstain from voting on any question relating to the matter,
- c. abstain from any discussion of the matter, and
- d. subject to subsection (2), leave the room in which the meeting is being held until discussion and voting on the matter are concluded.

(2) If the matter with respect to which the Director, or the Regular Member of which the Director is an Elected Representative, has a pecuniary interest is the payment of an account for which funds have previously been committed, it is not necessary for the Director to leave the room.

9.04 (1) A Director ceases eligibility to be a Director if the Director:

- a. takes part in a decision of the Board knowing that the decision might further a private interest of:
 - i. the Director,
 - ii. a corporation, firm or partnership referred to in clause 9.02(2), or

- iii. a Regular Member of which the Director is an Elected Representative,
- b. where applicable, does not declare an interest and withdraw from a meeting without voting on or discussing a matter before the Board which might further a private interest referred to in clause (a)i., ii. or iii. above, or
- c. accepts:
 - i. a fee of any amount other than a fee or honorarium paid by the Association for the Director's services as a Director, or
 - ii. a gift or other benefit having a value of more than the maximum determined by the Board from time to time where such amount is received because the Director is a Director.

(2) Subsection (1)~~(c.)~~ does not apply if a Director is invited to attend an event or function as a representative of the Association and the Director discloses such attendance and payment in a manner approved by the Board from time to time.

9.05 (1) A meeting of the Board may be called under clause 10.01 to determine whether a Director is no longer eligible to be a Director under this Article.

(2) The Director:

- a. shall be given notice of a meeting of the Board called under this section;
- b. upon request:
 - i. shall be given particulars of the grounds on which it is alleged that the Director has ceased eligibility to be a Director;
 - ii. shall be given an opportunity to make representations to the Board in writing or in person, or by legal counsel, or any combination of the foregoing;
- c. is not entitled to be present while the Board discusses the question whether or not the Director has ceased eligibility to be a Director.

9.06 (1) Upon determination by the Board that the Director has ceased eligibility to be on the Board, the Association shall provide notice to the Director of the Director's removal from the Board effective the date thereof.

(2) The provisions of Article ~~8VIII~~ relating to the filling of vacancies on the Board until the next annual general meeting apply to filling a vacancy under this Article.

9.07 A Director, by accepting appointment or election as a Director, agrees the Director will not be entitled to assert any claim or bring any legal action, whether for defamation or any other cause of action, against the Association or any Officer, Director or employee of the Association, in respect of anything done by any of them in good faith pursuant to this Article.

Article ~~10X~~ - POWERS AND DUTIES OF THE BOARD

10.01 Meetings of the Board shall be held as follows:

- a. pursuant to a regular schedule of meetings set by the Board ~~at its organizational meeting following the annual general meeting,~~ or
- b. at the call of the President, or
- c. upon the written request of four (4) Directors with at least 72 hours notice.

10.02 A quorum of the Board is eight (8) members.

- 10.03** At meetings of the Board, each Director present shall have one vote and, in the case of a tie, the motion shall be lost. A resolution in writing signed by all of the Directors, shall be valid and effectual as if it had been passed at a meeting of Directors duly called and constituted.
- 10.04** The Board has the authority to manage, or supervise the management of, the affairs of the Association. The Board has the authority and responsibility to carry out as appropriate, or delegate to its committees, the powers and duties conferred upon it by the Association and by law.
- 10.05** If the Board establishes and prescribes the terms of reference for any committee, or delegates that authority to the Executive Committee, the persons appointed as committee members may be:
 - a. Directors,
 - b. Elected Representatives of members,
 - c. other persons, and/or
 - d. any combination of the above.
- 10.06** Members of the Board and Executive Committee shall receive an honorarium for their service and shall be reimbursed for expenses reasonably incurred in performing their duties on the Board or Executive Committee.
- 10.07** The Board shall have authority on behalf of the Association to approve and adopt policies and procedures from time to time relating to the Association and its operations.
- 10.08** In addition to the duties otherwise set forth herein, and for greater clarity, in exercising its operational authority, the Board, and each Director and Officer, shall comply with the then current objects, bylaws, policies and procedures of the Association.

Article ~~11X~~ - EXECUTIVE COMMITTEE

- 11.01** The Executive Committee, also referred to as the Executive, shall consist of the President and the Vice-Presidents and may also include such other Directors of the Association that the Board may approve to be part of the Executive.
- 11.02** A quorum for Executive Committee meetings shall consist of three (3) members of the Executive.
- 11.03** The Executive Committee shall have all the powers of the Board between meetings of the Board on emergent and time sensitive issues in accordance with such rules as the Board may adopt provided that the Executive may only provide recommendations to the Board, and shall not determine, the following:
 - a. the employment or termination of the Chief Executive Officer of the Association,
 - b. the amount of membership fees under clause 15.04, and
 - c. borrowing money under clauses 15.06 and 15.07.
- 11.04** The Executive Committee shall report any action taken under clause 11.03 at the next meeting of the Board.
- 11.05** The President and the Vice-Presidents of the Association shall have the duties and powers set forth in these Bylaws as well as those associated with their position as set forth below:
 - a. President – The President of the Board shall, when present, preside at all meetings of the Board and of the members. The President shall, subject to the authority of the Board, have general supervision of the activities and affairs of the Association and shall have such other duties and powers as the Board may specify;

- b. Vice-Presidents – If the President is absent or is unable or refuses to act, one of the Vice-Presidents shall preside at the meetings of the Board and of the members. The duty to preside in the President’s absence shall be undertaken by the Vice-Presidents on a rotation that is approved by the Board. The Vice-Presidents shall have such other duties and powers as the Board may specify.

Article ~~12XII~~ - MEETINGS

- 12.01** The annual general meeting of the Association shall be held at such time and place as the Board may determine.
- 12.02** Written notice of the date of the annual general meeting shall be provided to each Regular Member and the Association’s auditor not less than twenty-eight (28) days prior to the date of the meeting.
- 12.03** A Special General Meeting of the Association may be held at the call of five (5) percent of the Regular Membership or by two-thirds (2/3) vote of all the Board and written notice shall be provided to each Regular Member not less than fourteen (14) days before the date of the meeting except where a matter is to be decided by a Special Resolution in which case the notice period set forth in clause 16.03 shall apply.
- 12.04** A quorum at an annual general meeting or Special General Meeting shall be representation from twenty-five percent (25%) of the Regular Members in Good Standing and the quorum shall be determined within fifteen minutes of the posted starting time of the meeting. For the purposes of this determination, a Regular Member shall be deemed to be represented if:
 - a. at an annual general meeting, one of its Elected Representatives is registered to attend the annual Association’s conference and annual general meeting, regardless of whether such Elected Representative attends the said meeting;
 - b. at a Special General Meeting, one of its Elected Representatives is in attendance.
- 12.05** The President or, where applicable, a Vice-President or such other Director approved by the Board, shall chair the annual general meeting and any Special General Meeting.
- 12.06** The persons entitled to speak at an annual general meeting or Special General Meeting are:
 - a. those Elected Representatives in attendance whose municipalities are Regular Members of the Association in Good Standing,
 - b. in the event a Regular Member is unable to be represented at the annual general meeting or a Special General Meeting by an Elected Representative, an official appointed by motion of the council to represent it, provided that notice of such appointment is submitted in writing to the Chief Executive Officer at least three (3) days prior to the date of the annual general meeting or Special General Meeting, and for greater clarity, such person shall not have any voting rights,
 - c. upon a motion from the floor, a representative of an Associate Member, and
 - d. the Association’s auditor and such other person(s) upon consent or invitation of the chair of the meeting.
- 12.07** Except as otherwise provided in these Bylaws, the rules of procedure to be followed at meetings of the Board, the annual general meeting and any Special General Meeting shall be formal in nature following, generally speaking, the applicable procedures set forth in "Robert's Rules of Order, Newly Revised" with deviations as deemed appropriate by the meeting’s chair, to facilitate consensus, discussion and collaboration.

Article ~~13~~^{XIII} - CHIEF EXECUTIVE OFFICER

- 13.01** The Board shall appoint a Chief Executive Officer to manage the affairs of the Association. For greater clarity, the Chief Executive Officer shall not be a Director of the Association.
- 13.02** The Chief Executive Officer, as the chief officer of the Association and any of its subsidiaries, ensures that the policies and programs of the Association are implemented, and performs the duties and functions and exercises the powers assigned to the Chief Executive Officer by the Board.
- 13.03** The Chief Executive Officer may cause the Association to employ any staff required within the expenditure authority included in the Association's budget.

Article ~~14~~^{XIV} - SIGNING AUTHORITY

- 14.01** After minutes are approved by the Board in relation to Board meetings and by the Regular Members in relation to membership meetings, the minutes shall be signed by the Chief Executive Officer to indicate such approval.
- 14.02** Except where otherwise authorized herein, the Board shall designate signing authorities for any financial or other instrument, contract, document or agreement requiring the signature of the Association and grant authorizations for the use of the seal by Board resolution or in one or more Board approved policies.

Article ~~15~~^{XV} - FINANCIAL AFFAIRS

- 15.01** The fiscal year of the Association shall be the calendar year unless otherwise approved by the Board.
- 15.02** Before the end of each fiscal year, the Board shall approve a budget for the next fiscal year which shall include revenues at least sufficient to pay the estimated expenditures.
- 15.03** The Board may approve an interim budget for part of the next fiscal year.
- 15.04** The Board shall annually determine a method of calculating membership fees which will generate the membership fee revenue projected in the budget.
- 15.05** If any number of Regular Members agree to undertake a special initiative, the Board may levy a special fee on those members to raise the required revenue.
- 15.06** The Board shall have the power and authority to cause the Association to borrow money for operating purposes, and to give security therefor, in an amount not in excess of sixty percent (60%) of annual fees or special assessments then levied or assessed by the Association to its membership but not yet collected.
- 15.07** By a two-thirds (2/3) majority vote of the Board, the Association may borrow for capital purposes on such terms as the Board determines appropriate.
- 15.08** The Association may draw, make, accept, endorse, execute and issue promissory notes, bills of exchange and other negotiable instruments.
- 15.09** The books and records of the Association shall be available for the inspection by any Regular Member of the Association at the Association's office during normal business hours except

confidential information of the Association which may only be disclosed upon Board approval and on such terms as are required by the Board.

- 15.10** In the event the Association is wound up or dissolved, the Association shall obtain and comply with the required authorizations and processes referenced in the Act. Further, in such event, all of its remaining assets after payment of its liabilities, if any, shall be paid to such registered and incorporated non-profit organization or organizations with purposes similar to those of the Association as a majority of the Regular Members determine and in no event shall any ~~m~~Member become entitled to any remaining assets of the Association.
- 15.11** The Board shall appoint by resolution an independent firm of chartered professional accountants as the Association's auditor to audit the annual financial statements of the Association and an audited annual financial statement shall be submitted to each annual general meeting.
- 15.12** The Association may acquire by gift or purchase and have, possess, and enjoy land, tenements, rents, annuities, and other property of any kind whatsoever within the Province of Alberta.
- 15.13** The Association may from time to time sell, alienate, exchange, mortgage, let, lease or otherwise dispose of any part of its real or personal estate.
- 15.14** Every Director and Officer of the Association and their heirs, executors and administrators, respectively, shall be deemed to have assumed office on the express understanding and agreement and condition that each shall, from time to time and at all times, be indemnified and saved harmless out of the funds of the Association from and against:
- a. all costs, charges, damages and expenses whatsoever, including without limitation, an amount paid to settle an action or satisfy a judgment, which they sustain or incur in or about any action, claim, suit or proceeding which is brought, commenced or prosecuted against them by reason of being or having been a Director or Officer of the Association or who acts or acted at the Association's request as a director or officer of another entity in which the Association had a material interest or in respect of any act, omission, deed, matter or thing whatsoever made, done or permitted by them in or about the execution of the duties of their office; and
 - b. all other costs, charges, damages and expenses which they sustain or incur in or about or in relation to any act, omission, deed, matter or thing whatsoever made, done or permitted by them in or about the execution of the duties of their office;
- except such costs, charges, damages and expenses as are occasioned by their own willful misconduct or dishonesty and except in respect of an action by or on behalf of the Association or other said entity to procure a judgment in its favour.
- 15.15** The Association shall purchase and maintain, or otherwise ensure, there is directors' and officers' liability insurance for the benefit of the Directors and Officers of the Association, in such amounts and with such insurers as the Board may from time to time determine appropriate.

Article ~~16XVI~~ - AMENDMENTS

- 16.01** The Board or a Regular Member may propose a Special Resolution, as required by the Act, to amend these Bylaws.
- 16.02** A proposed Special Resolution may be considered at the annual general meeting or at a Special General Meeting.

16.03 Written notice of a proposed Special Resolution shall be provided to each Regular Member not less than twenty-eight (28) days before the meeting at which the Special Resolution is to be considered.

16.04 An amendment to the Bylaws shall not be made unless approved by Special Resolution.

16.05 Notwithstanding any other provision contained in these Bylaws, every Special Resolution to amend these Bylaws shall contain the following preamble:

“WHEREAS the following proposed amendment has been submitted to the Association only after taking into consideration:

- a. the Association’s fundamental and paramount principle of ownership and control of the Association by its Regular Members; and
- b. the Association’s tax-exempt status under para. 149(1)(d.5) of the *Income Tax Act*, (Canada) as discussed by the Canada Revenue Agency in its letter dated March 14, 2007,

and that the proposed amendment herein will not, by its nature, content or description, compromise, modify, alter, affect or change in any way the fundamental and paramount principle of the Association (the Association being owned and controlled by its Regular Members only) or the Association’s tax-exempt status under para. 149(1)(d.5) of the *Income Tax Act*, (Canada) as same may be amended from time to time.”

For greater clarity, failure to include the above preamble shall not invalidate a Special Resolution approved in accordance with these Bylaws and the governing law.

16.06 In 2025 and every subsequent year divisible by five (5), the President shall establish a special committee to conduct a general review of the Bylaws of the Association.

16.07 In the event any provision of these Bylaws is in any manner determined to be inconsistent with, or in violation of, the fundamental and paramount principle of the Association set forth in clause 2.02 above, then upon such determination being made by the Board acting reasonably, such provision shall be deemed to be void *ab initio* and of no force and effect, and such provision shall be deemed to be struck from these Bylaws without further notice or approval by the Regular Members. Further, the Regular Members and the Board shall take such steps and grant such approvals as are necessary to ensure the Bylaws are formally amended, approved and filed with Corporate Registry to reflect same.