



## VILLAGE OF WARNER

BOX 88, WARNER, ALBERTA, T0K 2L0

PHONE 642-3877 FAX 642-2011

AGENDA FOR THE REGULAR AND CLOSED MEETING OF THE COUNCIL OF THE VILLAGE OF WARNER, IN THE PROVINCE OF ALBERTA, TO BE HELD IN THE COUNCIL CHAMBERS AT THE WARNER MUNICIPAL OFFICE, WEDNESDAY – April 19, 2023 AT 5:30 P.M.

---

1. CALL TO ORDER

2. DELEGATIONS

- A) MWG Chartered Professional Accountants

3. AGENDA

- A) Items added or deleted
- B) Adoption of the Agenda

4. REPORTS/FINANCIALS

- A) Approval of the March 15, 2023, Regular Council meeting minutes
- B) Municipal Enforcement Report
- C) Chief Administrative Officer Report
  - C.1) Water Reports
- D) Financial Report
- E) Committee Reports

5. ITEMS ARISING FROM THE MINUTES & CORRESPONDENCE

- A) Correspondence

6. BYLAW/AGREEMENTS / POLICY REVIEW

- A) Unsightly Property Bylaw 612-23
- B) Dog Bylaw 613-23
- C) Records Management Bylaw 614-23
- D) Utility Rates Bylaw 615-23
- E) Ridge Water Services Commission Agreement

7. ACTION ITEMS/COUNCIL DECISION

- A) Miniature Horse Permit
- B) Seniors Week Proclamation
- C) Request to Use Airport
- D) Boulevard Remediation

8. CLOSED MEETING

9. NEXT REGULAR COUNCIL MEETING

Wednesday – May 17, 2023, at 5:30 p.m.

10. ADJOURNMENT



## Request for Decision Adoption of Minutes

---

### RECOMMENDATION

That the minutes for the March 15, 2023 regular council meeting be accepted as presented.

### LEGISLATIVE AUTHORITY

Municipal Government Act, Section 208(1)(a)  
Bylaw 561-18 Procedural Bylaw

### BACKGROUND

As per the MGA and the Village's Procedural Bylaw, minutes are to be recorded and given to council for adoption at a subsequent council meeting.

### RISKS/CONSEQUENCES

1. By not approving the previous meetings minutes, Council would then not approve the decisions they made, as recorded and no motion would be actioned by administration.
2. The minutes of the Council meetings can be adopted as amended; Council would need to be specific in an amendment to the recording of the previous meetings minutes.

### FINANCIAL CONSIDERATIONS

None

### ATTACHMENTS

1. Prior to Adoption: March 15, 2023, regular council meeting minutes

## Prior to Adoption

Minutes of the Village of Warner Regular and Closed Council meeting held on Wednesday, March 15, 2023, at 5:30 p.m. in the Warner Elks Lodge 222, at 210-4<sup>th</sup> Avenue, Warner, Alberta.

### Present – Elected Officials

Councillor Don Toovey, Deputy Mayor Marty Kirby, Councillor Derek Baron, and Councillor Chris Koehn

### Absent – Elected Officials

Mayor Tyler Lindsay

### Present – Administration

Kelly Lloyd, Chief Administrative Officer

## 1. CALL TO ORDER

Mayor Lindsay called the meeting to order at 5:30 p.m.

## 2. DELEGATIONS

A) Ross Bond, Sergeant, Peace Officer, RRPSS

Sergeant Bond provided a report update as well as outlined the complaint and municipal enforcement processes.

Moved by Councillor Baron, seconded by Councillor Toovey, "that Council accept the discussion on municipal enforcement processes with Ridge Regional Public Safety Services, as information."

Motion Carried 2023-43

B) Revitalization Committee

Sharla Nelson spoke to the items in the agenda package related to village beautification and Warner Days to be held on June 3<sup>rd</sup>.

Moved by Deputy Mayor Kirby, seconded by Councillor Koehn, "that Council accepts the Revitalization Committee report as information."

Motion Carried 2023-44

## 3. AGENDA

A) Items added or deleted

7C) Highway 4 Gateway Committee Appointment

8B) Section 17: Disclosure harmful to personal privacy

B) Adoption of the Agenda

Moved by Councillor Baron, seconded by Councillor Koehn, "that the March 15, 2023, regular council meeting agenda be accepted as amended."

Motion Carried 2023-45

#### 4. REPORTS/FINANCIALS

A) Approval of February 15, 2023, Regular Council Meeting minutes

Moved by Councillor Toovey, seconded by Councillor Koehn, "that the minutes for the February 15, 2023, regular council meeting be accepted as presented."

Motion Carried 2023-46

B) Municipal Enforcement Report

Moved by Deputy Mayor Kirby, seconded by Councillor Koehn, "that the Municipal Enforcement report for the period ending February 28, 2023, be accepted as information."

Motion Carried 2023-47

C) Chief Administrative Officer Report

Moved by Councillor Toovey, seconded by Councillor Koehn, "that the Chief Administrative Officer report for the period ending February 28, 2023, be accepted as information."

Motion Carried 2023-48

D) Financial Report

The next financial report will be presented on the April regular council meeting agenda.

E) Committee Reports

Deputy Mayor Kirby attended Oldman River Regional Services Commission and Family & Community Support Services meetings.

Councillor Toovey attended the Ridge Country Housing meeting, RRPSS board meeting, as well as the Heritage Handibus meeting.

Councillor Baron reported on a new doctor hire for the Milk River Clinic.

Mayor Lindsay attended the Chief Mountain Regional Solid Waste Commission strategic planning and board meetings.

Councillor Koehn attended the Veterans Memorial Highway Association meeting,

Moved by Councillor Koehn, seconded by Councillor Toovey, "that the committee reports for the period ending March 15, 2023, be accepted as information."

Motion Carried 2023-49

#### 5. ITEMS ARISING FROM THE MINUTES & CORRESPONDENCE

A) Correspondence

Moved by Councillor Baron, seconded by Councillor Koehn, "that the correspondence for the period ending March 15, 2023, be accepted as information."

Motion Carried 2023-50

#### 6. BYLAW/AGREEMENTS / POLICY REVIEW

A) Bylaw Inventory

Moved by Councillor Baron, seconded by Councillor Koehn, "that administration bring back bundles of bylaws for review."

Motion Carried 2023-51

B) Municipal Utility Rate Comparison

Moved by Councillor Baron, seconded by Councillor Koehn, "that overconsumption rates for residential and commercial water, be increased to \$1.50."

Motion Carried 2023-52

7. ACTION ITEMS/COUNCIL DECISION

A) Public Engagement

Moved by Councillor Koehn, seconded by Councillor Toovey, "that Councillor Koehn draft a letter addressing all service clubs for administration to circulate to assist in defining components of the Villages strategic plan."

Motion Carried 2023-53

B) Miniature Horse Permit

Moved by Mayor Lindsay, seconded by Councillor Koehn, "that Council direct administration to further research support animals in relation to the land use bylaw, as it pertains to zoning."

Motion Carried 2023-54

C) Appointment to Highway 4 Gateway

Moved by Councillor Baron, seconded by Councillor Toovey, "that Council appoint Councillor Koehn to the Highway 4 Gateway Committee and appoint Deputy Mayor Kirby as the alternate."

Motion Carried 2023-55

D) Revitalization Committee Requests

Moved by Councillor Baron, seconded by Councillor Koehn, "that the Village support the Revitalization Committee in the following: printing letters and an activity booklet for Warner Days, use of five flower barrels, the use of the green space for a dog agility course from May 1 to August 31, and assistance in finding a location for the garden shed.

Motion Carried 2023-56

8. CLOSED MEETING

A) Section 17: Disclosure Harmful to Personal Privacy

Moved by Deputy Mayor Kirby, seconded by Councillor Koehn, "that Council move into closed session in accordance with Section 197(2) of the Municipal Government Act at 7:07 p.m., to discuss matters exempt from disclosure under FOIP Section 17: Disclosure Harmful to Personal Privacy, with Council only to remain in attendance."

Motion Carried 2023-57

Moved by Councillor Baron, seconded by Councillor Koehn, "that the meeting reconvene to the regular Council meeting at 7:58 p.m."

Motion Carried 2023-58

Rise and Report

Moved by Councillor Koehn, seconded by Deputy Mayor Kirby, "that Council has completed the CAO Evaluation as required by section 205.1 of the Municipal Government Act."

Motion Carried 2023-59

9. NEXT REGULAR COUNCIL MEETING

Wednesday – April 19, 2023, at 5:30 p.m.

10. ADJOURNMENT

Moved by Councillor Toovey, seconded by Councillor Koehn, "that the regular council meeting for March 15, 2023, adjourn at 7:59 p.m."

Motion Carried 2023-60

---

Tyler Lindsay  
Mayor

---

Kelly Lloyd  
Chief Administrative Officer

These minutes were approved on the XXX day of XXXX 2023.



## Request for Decision Municipal Enforcement Report

---

### RECOMMENDATION

That the Municipal Enforcement report for the period ending March 31, 2023, be accepted as information.

### LEGISLATIVE AUTHORITY

Peace Officer Act

Various municipal bylaws

### BACKGROUND

The Village of Warner joined the Ridge Regional Public Safety Services Commission in 2019. The Commission serves the municipalities of Coutts, Magrath, Milk River, Raymond, Stirling, Warner and County of Warner.

The Village Council receives a monthly report, to provide information on the number and types of incidents that violate municipal bylaws.

### RISKS/CONSEQUENCES

1. Council may provide further direction on any item contained in the report. Council shall be specific in the direction it provides.

### FINANCIAL CONSIDERATIONS

None

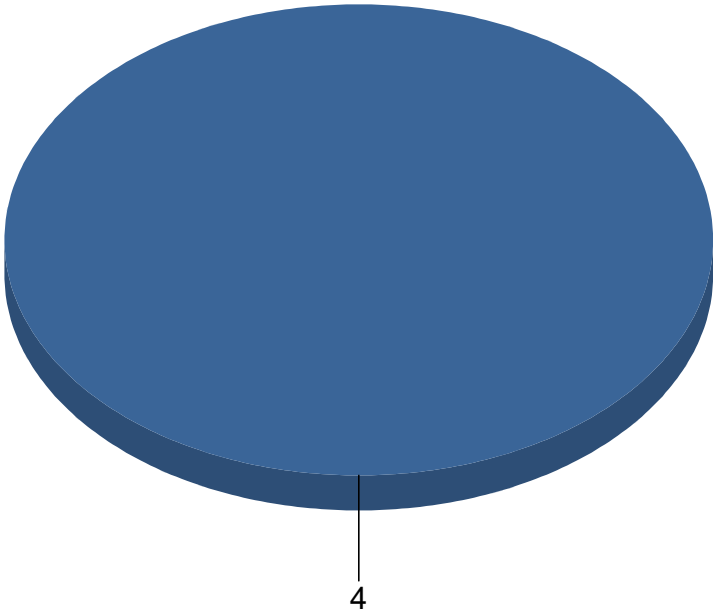
### ATTACHMENTS

1. Municipal Enforcement Report

Municipal Enforcement

Statistics from: 3/1/2023 12:00:00AM to 3/31/2023 11:59:00PM

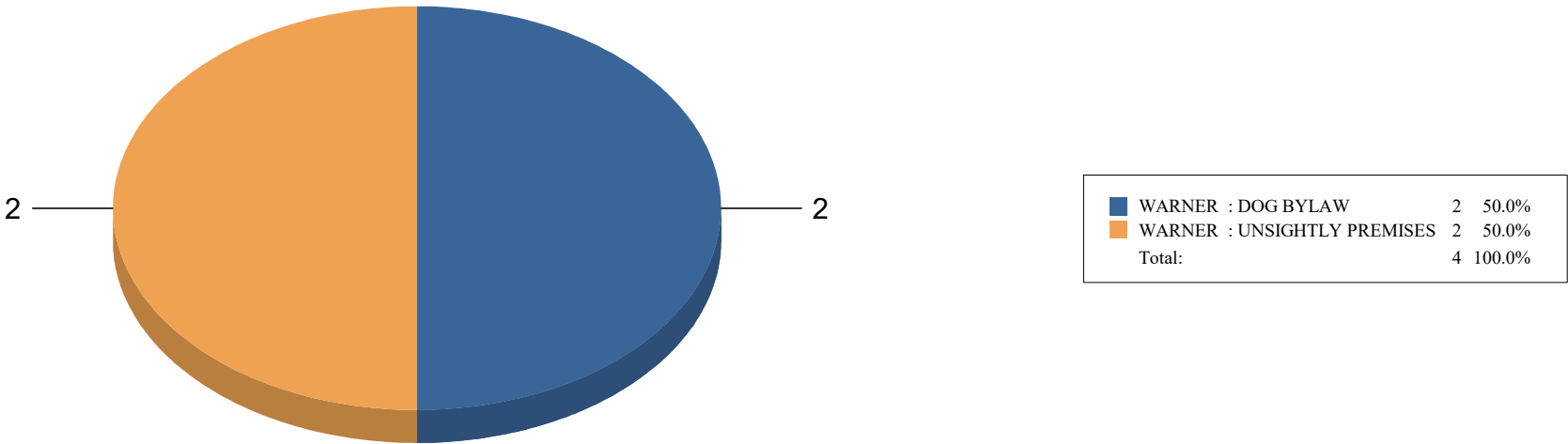
Count of Reports Completed



■ Case Report	4	100.0%
Total:	4	100.0%



# Count of Incident Types



50.00% # of Reports: 2 Case Report WARNER : DOG BYLAW

50.00% # of Reports: 2 Case Report WARNER : UNSIGHTLY PREMISES

**Grand Total: 100.00% Total # of Incident Types Reported: 4 Total # of Reports: 4**

Grand Total: 100.00% Total # of Incident Types Reported: 4



## Request for Decision Chief Administrative Officer Report

---

### RECOMMENDATION

That the Chief Administrative Officer report for the period ending March 31, 2023, be accepted as information.

### LEGISLATIVE AUTHORITY

### BACKGROUND

On a monthly basis, the Chief Administrative Officer provides Council with an update on administrative items.

### RISKS/CONSEQUENCES

1. Council may provide further direction on any item contained in the report. Council shall be specific in the direction it provides.

### FINANCIAL CONSIDERATIONS

None

### ATTACHMENTS

1. CAO Report



## Chief Administrative Officer Report March 2023

---

### Administration

- Council meeting preparation
- Council meeting attendance
- Council minutes and highlights for newsletter. Copies of newsletter at grocery store
- Meetings/communication (walk in, email and phone)
- Council email research and communications
- Communication with Municipal Affairs re: FOIP
- Development Permits issued
- Completed Unsightly Premises Bylaw revision
- Begun the development of the 2023 Operating Budget
- Begun the development of the 2023 Capital Budget
- Solar return on investment analysis updates
- MPC Meeting (Council - tracking conditions/completion?)
- Attended SouthGrow Economic Development Summit
- Attended Ministry of Public Safety and Emergency Services Public Town Hall
- Small animal research
- Completed Records Management Bylaw for presentation
- Completed Utility Rates Bylaw revisions for presentation
- Completed Dog Bylaw revisions for presentation
- Repairs on the solar inverter – new one to replace current (under warranty)
- Revising job descriptions
- Public Auction will be 2024
- Yearly maintenance schedule development for Public Works
- Bowling Alley equipment has been sold. Is now the archery centre for the school
- Recycle Trailer update
- Successful ice season. Staff meeting to analyze season and determine next steps moving forward
- Communications with Fortis: Summer construction
- Water break March 14
- Alberta Environment Information: Water System
- Communications with Ridge Water Services Commission
- Formulating spring plans with public works



## Request for Decision Committee Reports

---

### RECOMMENDATION

That the committee reports for the period ending April 19, 2023, be accepted as information.

### LEGISLATIVE AUTHORITY

Municipal Government Act  
Bylaw 561-18 Procedural Bylaw

### BACKGROUND

Elected Officials, appointed at the annual organizational meeting, attend regular meetings of various boards, commissions and committees. Each elected official is required to keep Council informed by providing regular activity of the board, commission or committee they are appointed to.

### RISKS/CONSEQUENCES

Should committee reports not be relayed, members of Council will not be informed on the various boards, commissions and committees.

### FINANCIAL CONSIDERATIONS

None

### ATTACHMENTS

1. Authorities, Boards, Commissions and Committees Appointment List



Village of Warner Appointments to Authorities,  
Boards, Commissions and Committees  
2022-2023

The following are appointments of Council Members to various Authorities, Boards, Commissions and Committees for the period of November 1, 2022 to October 31, 2023

Canada's Western Gateway	1 Councillor	Councillor Koehn Deputy Mayor Kirby (alternate)
Chief Mountain Regional Solid Waste Services Commission <ul style="list-style-type: none"> <li>Village Bylaw 593-16 / Agreement (2000)</li> </ul>	1 Councillor	Mayor Lindsay
Chinook Arch Regional Library System <ul style="list-style-type: none"> <li>Village Agreement (2021)</li> </ul>	1 Councillor	Councillor Baron
Chinook Intermunicipal Subdivision Appeal Board <ul style="list-style-type: none"> <li>Bylaw 594-19</li> </ul>	1 Councillor 2 Public at Large	No appointment
Family & Community Support Services (FCSS) <ul style="list-style-type: none"> <li>Bylaw 356</li> <li>FCSS Governance Policies</li> </ul>	1 Councillor	Deputy Mayor Kirby
Heritage Handi-Bus Society <ul style="list-style-type: none"> <li>Handi- Bus Bylaws</li> </ul>	1 Councillor	Councillor Toovey
Intermunicipal Collaboration Framework Committee <ul style="list-style-type: none"> <li>Agreement 2020</li> </ul>	2 Councillors 1 Alternate	Councillor Baron Deputy Mayor Kirby Councillor Koehn (alternate)
Mayors and Reeves	Mayor or Deputy Mayor	Deputy Mayor Kirby
Milk River Health Professionals Attraction and Retention Committee <ul style="list-style-type: none"> <li>Committee Bylaws</li> </ul>	1 Councillor	Councillor Baron
Municipal Planning Commission <ul style="list-style-type: none"> <li>Bylaw 569-16</li> </ul>	2 Councillors	Mayor Lindsay and Councillor Baron
Oldman River Regional Services Commission <ul style="list-style-type: none"> <li>Bylaws 454-95 &amp; 474-00</li> <li>ORRSC Bylaw 2013-2</li> </ul>	1 Councillor	Deputy Mayor Kirby
Quad Council	All of Council	All of Council
Regional Assessment Review Board <ul style="list-style-type: none"> <li>Bylaw 611-23 – 3 year term</li> </ul>	1 Councillor 1 Public at Large	Councillor Toovey
Regional Emergency Advisory Committee <ul style="list-style-type: none"> <li>Bylaw 586-20</li> <li>Advisory Committee Terms of Reference</li> </ul>	1 Councillor	Mayor Lindsay
Ridge Country Housing <ul style="list-style-type: none"> <li>Housing Business Plan (2023-2025)</li> </ul>	1 Councillor 1 Public at Large	Councillor Toovey
Ridge Regional Public Safety Services (RRPSS) <ul style="list-style-type: none"> <li>RRPSS Bylaw 001-16</li> </ul>	1 Councillor	Councillor Toovey
Ridge Water Services Commission <ul style="list-style-type: none"> <li>Bylaw 531-11</li> </ul>	1 Councillor	Mayor Lindsay
SouthGrow Regional Initiative <ul style="list-style-type: none"> <li>Article of Association (2021)</li> </ul>	1 Councillor	Deputy Mayor Kirby
Warner Memorial Library <ul style="list-style-type: none"> <li>Bylaw 348</li> <li>Library Act</li> </ul>	1 Councillor	Deputy Mayor Kirby
Veterans Memorial Highway Association	1 Councillor	Councillor Koehn



## Request for Decision Correspondence

---

### RECOMMENDATION

That the correspondence for the period ending April 19, 2023 be accepted as information.

### LEGISLATIVE AUTHORITY

### BACKGROUND

Correspondence is a collection of general information received at the Village Office and is provided to Council as information.

### RISKS/CONSEQUENCES

1. Council may provide further direction on any item contained in correspondence. Council shall be specific in the direction it provides.
2. Council may direct Administration on any item contained in correspondence.

### FINANCIAL CONSIDERATIONS

None

### ATTACHMENTS

1. Town of Barrhead – EPR Letter
2. Municipal Affairs – Joint Use and Planning Agreements
3. Warner Curling Club – Thank you
4. Lights on Afterschool Alberta
5. Public Safety and Emergency Services – Police Funding Model
6. Ombudsman – Introduction Letter
7. Highway 36 Construction
8. Alberta Health Services – Auditor General Report on Seniors in Long-Term Care
9. Engaging Men and Boys in Domestic Violence Primary Prevention Initiative
10. Municipal Affairs – Municipal Census
11. Town of Tofield – EPR Letter
12. Fortis – Power Line Upgrades
13. Glen Motz, MP – Survey Results

April 3, 2023

Office of the Minister  
Environment & Protected Areas  
224 Legislature Building  
10800 – 97 Avenue  
Edmonton, AB T5K 2B6

**RE: Exemption of Newspaper Media from EPR Program Revisions**

Dear Minister Savage,

On March 14, Council heard from Evan Jamieson, President, Alberta Weekly Newspapers Association. Mr. Jamieson highlighted what impact changes to the EPR program would have on newspaper media.

The newspaper industry is already under extreme financial pressure due to increased costs of materials and inflation coupled with the decline in advertising spend and subscriptions. It might seem simple to discontinue physical publications in a digital world; however, digital excludes entire demographics of individuals who cannot access the internet. Newspapers serve as a source of information for those who still operate in an analogue world. A newspaper closing its doors due to additional expenses, will cut an entire demographic off from access to local, national, and international news.

We urge the UPC to follow in the footsteps of jurisdictions such as Great Britain and Ontario where newspapers have become exempt from similar EPR programs. Newspapers have multiple uses, offering a secondary purpose aside from providing information about the world. Among other uses, they are conducive as insulation for temperature sensitive products during transport and protect precious family heirlooms during a move. We urge you to recognize the importance of local papers and the impact the potential closure newspaper businesses would have on the social fabric of the communities they serve. Consider the challenges already faced. Follow in the footsteps of the Ontario government, and please exempt newspapers from the revised EPR program.

Regards,



Dave McKenzie  
Mayor



cc: Glen van Dijken, MLA Westlock-Peace River  
Alberta Municipalities  
All Alberta Municipalities



ALBERTA  
MUNICIPAL AFFAIRS

*Office of the Minister  
MLA, Calgary-Shaw*

AR110902

Dear Chief Elected Official:

Joint use and planning agreements (JUPAs) between municipalities and school boards operating within municipal boundaries enable the integrated and long-term planning and use of school sites on municipal reserve, school reserve, and municipal and school reserve lands.

On June 10, 2020, Section 670.1 of the *Municipal Government Act* was proclaimed, setting the deadline for municipalities to complete these agreements with the applicable school boards by June 10, 2023.

The ministries of Municipal Affairs and Education have heard from municipalities and school boards about the challenges of meeting this deadline. My colleague, the Honourable Adriana LaGrange, Minister of Education, and I have agreed to extend the deadline for municipalities and school boards to June 10, 2025, to provide sufficient time to complete these agreements.

In addition to this extension granted as per Ministerial Order No. MSD:013/23, the Ministry of Municipal Affairs can provide additional supports to municipalities to assist with the development of these agreements. Questions regarding JUPAs can be directed to a planning advisor at [ma.advisory@gov.ab.ca](mailto:ma.advisory@gov.ab.ca), or toll-free by first dialing 310-0000, then 780-427-2225. Should municipalities require support to mediate discussions with school boards, please email [municipalcollaboration@gov.ab.ca](mailto:municipalcollaboration@gov.ab.ca) or call the number above for more information.

Sincerely,

Rebecca Schulz  
Minister

Attachment: Ministerial Order No. MSD:013/23

cc: Honourable Adriana LaGrange, Minister of Education



ALBERTA  
MUNICIPAL AFFAIRS

*Office of the Minister  
MLA, Calgary-Shaw*

MINISTERIAL ORDER NO. MSD:013/23

I, Rebecca Schulz, Minister of Municipal Affairs, pursuant to Section 605(2) of the *Municipal Government Act (MGA)*, make the following order:

The date by which a municipality must enter into a joint use and planning agreement with a school board, as required by Section 670.1(1) of the *MGA*, is extended to June 10, 2025.

This order shall come into force on April 1, 2023.

Dated at Edmonton, Alberta, this 8<sup>th</sup> day of March, 2023.

Rebecca Schulz  
Minister of Municipal Affairs



**Warner Curling Club  
215 4<sup>th</sup> Avenue  
Warner, AB  
T0K 2L0**

To: *Village of Warner,*

**On behalf of the entire curling club we would like to thank you so much for your generous donation to the 2023 Warner Ladies Bonspiel. We had another successful bonspiel this year with a roster of 14 teams participating, your support was vital to make this happen. We really appreciate the generosity you showed to this community event!!**

**Sincerely,**

  
**Jaime Metzger**

**Secretary**

**Warner Curling Club**

March 1st, 2023

**Re: School Age Care Directors Association – Lights On After School Alberta**

To whom it may concern,

On behalf of the School Age Care Directors Association of Alberta we wish to reach out to ask for your organizations support and acknowledgment of Out of School Care Programs in Alberta by participating in our 7th Annual ***Lights On Afterschool Alberta*** celebration on April 21st, 2023. This day is a collective celebration of the positive impact Out of School Care Programs make for children and families throughout the province.

SACDA started this day seven years ago in Calgary with a few programs and in a few short years, has spread province wide. This year, municipalities around the province will be lighting up their monuments in blue and yellow to show support for OOSC programs including the Calgary Tower, High Level Bridge in Edmonton and the Saamis Tepee in Medicine Hat and the Sun Dial in Grand Prairie. Additionally, municipal Mayors have dedicated the day through proclamations showcasing support for OOSC.

Past local events have encouraged programs across the province to host community events, inviting elected officials and policy makers to programs, and allowing each program to help “shine a light” on the value OSC program offers communities and their youth.

The School Age Care Directors Association of Alberta (SACDA), formally requests a show of support to the School Age Care community with either a written letter of support or a quick video that can be shared with programs and parents across the province. This unity in support will show programs and families that School Age Care and its interests will continue to be supported and championed both throughout the province and moving forward from all political parties.

**We ask that in your response to please consider the following questions:**

- What value and impact do you see quality OSC programs create in both communities and the success and well-being of children in Alberta?
- What is your vision for OOSC in Alberta?
- How will you ensure that OOSC is included in the early learning and childcare conversation?

We truly appreciate the work that you do to continue to help advance our sector, and hope that one day you might be able to attend one of our OOSC members sites, and attend a future annual conferences to see first-hand the dedication of our professional community and the important work conducted on a daily basis with Alberta’s families.



**S.A.C.D.A.**  
School Age Care Directors Association of Alberta

We encourage you to visit <https://www.calgarysacda.com/lights-on-afterschool> and learn more about the event as well as watch our *Lights On Afterschool Alberta Video* developed last year here: <https://youtu.be/00KJ6bRFuT4>.

Feel free to contact me directly for further information, conversation and support.

Sincerely,

*Cody Topp*

Cody Topp (He/Him)  
Chairperson / Conference Chairperson

School Age Care Directors Association AB  
PO Box 72034 Glenmore Landing PO  
Calgary, AB  
T2V 5H9

(P) 403.710.8384  
(E) [calgarysacdachair@gmail.com](mailto:calgarysacdachair@gmail.com)  
(W) [www.calgarysacda.com](http://www.calgarysacda.com)



## LIGHTS ON AFTER SCHOOL ALBERTA

**Core Values:** Families, Awareness, Advocacy, Opportunity, Empowerment,

*The only province-wide event that highlights and celebrates how before and afterschool programs keep kids safe, inspire them to learn, and help Canadian working families.*

*Before and afterschool care programs provide an impactful time for children to learn and develop essential life skills, leadership, and engage in their communities in ways they may not otherwise have the opportunity to experience. While the hours children spend in out of school care are minimal, they have a powerful impact that lasts a lifetime.*

*Out of school care programs provide an essential service to families by providing safe environments and quality care for their children during the "critical hours" meeting the needs of all families, including low income and single parent households.*

<https://www150.statcan.gc.ca/n1/pub/89-652-x/89-652-x2014005-eng.htm>

*Lights On After School Alberta is an advocacy initiative that helps "shines a light" on the importance and impact of Afterschool care programs across the province-creating opportunities through community events geared to help programs develop connections with parents, schools, local businesses and advocates, helping build stronger foundations for Alberta youth.*





Check us out  
youtu.be/00KJ6bRFuT4



# LIGHTS ON AFTERSCHOOL ALBERTA

A PROJECT OF THE SCHOOL AGE CARE  
DIRECTORS ASSOCIATION OF ALBERTA

## APRIL 21<sup>st</sup>, 2023

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

**Celebrate the impact Afterschool programs make to youth across Alberta**



**Lights On After School** is the only province wide event celebrating Afterschool programs and their role in keeping kids safe, inspiring them to learn and helping working families. The effort is becoming a symbol of the Afterschool movement and allows programs and communities celebrate annually.

**We need your support** to help shine a light on the importance and effect of Afterschool programs with youth in our communities and to celebrate the positive partnerships with community stakeholders that help these programs thrive!

Afterschool programs have proven to be amazing neighbors within our communities, providing a safe place for youth during the critical hours before and after school and focusing on developing youth skills, responsibility and creating engaged citizens working to improve their community.

### What can you do to support After School:

- Attend a Lights On Afterschool event
- Hand-write cards from you and your child
- Email the educators or administrator
- Gift cards for a specialty coffee, teacher supply store or bookstore
- Take a picture with monuments that are lit up around the province (High Level Bridge, Calgary Tower, and Saamis Tepee - Medicine Hat). Use the hashtag **#ABAFTERSCHOOL**.
- Focus your post secondary practicum placements with OSC programs
- Find a way to partner your business with a local OSC
- Support your local OSC by writing to your MLA (or elected official) to advocate for increased government funding models, and quality supports
- Volunteer your time to support OSC programs and youth development
- Host your own Lights On Afterschool event at your program



**AFTERSCHOOL  
PROFESSIONALS**   
APPRECIATION WEEK

**APRIL 17<sup>th</sup> - 21, 2023**



CELEBRATE, ENCOURAGE, APPRECIATE THE **#HEARTOFAFTERSCHOOL!**

***We want to show the world  
the impact Afterschool programs  
have for youth, parents, and  
communities across Alberta!***

Check out the ideas for your Lights On Afterschool Alberta Initiative online at [www.calgarysacda.com](http://www.calgarysacda.com)

March 1, 2023

Ms. Kelly Lloyd  
Chief Administrative Officer  
Village of Warner  
PO Box 88  
Warner AB T0K 2L0

Dear Ms. Lloyd:

This letter is an annual notification of the Government of Alberta's legislation for collecting a municipality's policing cost share under the Police Funding Model (PFM) Regulation. Through a system of shared responsibility between the government and municipalities, a portion of the costs of frontline policing is allotted back to each municipality based on a number of factors: population, equalized assessment, crime severity, shadow population, and detachment location.

As per the Police Funding Model (PFM) Regulation, each municipality will contribute a portion of frontline policing costs based on a 20 per cent cost recovery for the fiscal year 2022/23. Total revenue generated is estimated to be \$44,784,300 and will be reinvested in Alberta policing initiatives. For fiscal year 2023/24 and going forward, municipalities will be invoiced based on a 30 per cent cost recovery. For your planning purposes, please use your invoiced amount for 2022/23 and add an additional 50 per cent to estimate your 2023/24 invoice total.

Please remit payment within 45-days of the invoice made payable to the Government of Alberta and forward to the address provided on the invoice.

Any questions related to the financial details of this invoice may be directed to the attention of Gordon Crawford at [gordon.crawford@gov.ab.ca](mailto:gordon.crawford@gov.ab.ca). Other background and contextual inquiries regarding the policy of PFM may be directed to Lisa Gagnier at [lisa.gagnier@gov.ab.ca](mailto:lisa.gagnier@gov.ab.ca).

Sincerely,



M. A. (Marlin) Degrand, M.O.M.  
Assistant Deputy Minister



## Cost Breakdown

The provincial payment generating \$44,784,300 in revenue after modifiers is calculated on an annual basis using 50 per cent population, 50 per cent equalized assessment, and modifiers/subsidies for crime severity, shadow populations, and detachment location.

### *Provincial Data*

Revenue Generated 2022-23 after modifiers	Total Municipal Population (2021)	Total Equalized Assessment (2023)	Total Revenue Base Estimate
\$44,784,300	762,490	303,816,170,576	\$46,500,000

### *Municipal Data*

Village of Warner	Data/Cost Breakdown
2021 Population	373
2023 Equalized Assessment	\$27,847,538
Equalized Assessment per capita	\$74,658
Population % of total for PFM	0.04892%
Equalized Assessment % of total for PFM	0.00917%
Amount based on 50% Population (A)	\$11,374
Amount based on 50% Equalized Assessment (B)	\$2,132
Total share policing cost C = (A + B)	\$13,506
<b>Less modifiers:</b>	
Subsidy from Crime Severity Index (CSI) Value (variable %) (Note 1)	\$ 0
Subsidy from Shadow Population (variable ) (Note 2)	\$ 0
5% for No Detachment Subsidy (Note 3)	\$ 675
Total share with modifiers	\$12,831

### Notes

Population provided by Alberta Treasury Board and Finance

Equalized Assessment – an annual calculation that measures the relative wealth of a municipality creating a common assessment base. It determines the ability of a community to pay a portion of policing costs in this context.

Municipality Population / PFM Population

Municipality Equalized Assessment / PFM Equalized Assessment

Population % of provincial x 50% population x Total Base Estimate

Equalized Assessment % x 50% x Total Base Estimate

**Note 1:** CSI Subsidy received if above rural municipal average. Accounts for volume and seriousness of crime based on incarceration rates. A three-year average is used to calculate your average CSI.

**Note 2:** Shadow Population – temporary residents of a municipality employed by an industrial or commercial establishment for a minimum of 30 days within a municipal census year. Shadow populations use the municipality's services but do not contribute to its tax base. Subsidy is up to 5% of total share.

**Note 3:** No detachment subsidy provided if town/municipality does not have access to a detachment.

Good afternoon!

People relying on government programs expect fair treatment when a decision affects their lives and wellbeing. Most of the time, public services are delivered effectively and, in the public's best interest. However, when problems arise, the Ombudsman's office is here to listen and objectively investigate complaints.

Recently, I was honoured to be sworn in as Alberta's tenth Ombudsman. The purpose of this email is to introduce myself and my office to public agencies, advocacy services and organizations serving people who may be struggling. If your organization recognizes a person is feeling stuck or uncertain as to how to move their complaint forward, we may be able to help. Complaints can be submitted in a variety of ways, including through our secure online complaint form, email, and regular mail. We have [promotional material](#) to help or this video explains [how](#) to complain.

Some of you may have collaborated with our office before, or this may be the first time you have heard of us. If you are interested in learning more about the Ombudsman's role, the Canadian Council of Parliamentary Ombudsman is releasing a series of podcasts called *Making it Fair*. Our submission is episode four, "**No**" is Never a Complete Sentence and has just been released.

We hope you enjoy listening: <https://ccpo-ccop.ca/podcasts/>

Sincerely,

**Kevin Brezinski**

Alberta Ombudsman

OMB – 1-888-780-427-2756

[www.ombudsman.ab.ca](http://www.ombudsman.ab.ca)



**CONFIDENTIALITY NOTICE:** This message is intended only for the use of the individual or entity to which it is addressed and contains information that is strictly confidential. If the reader of this message is not the intended recipient, you are hereby notified that any disclosure, distribution or copying of this message and any attachments is strictly prohibited. If you have received this message and any attachments in error, please notify the sender immediately, and delete this message and any attachments from your computer system, and refrain from saving or copying this communication or forwarding it to any other recipient.

**Please note:** Any materials prepared as a result of a complaint submitted to the Ombudsman, including the complaint itself, and any material produced by the Ombudsman, such as this email, cannot be used in any other proceedings, including before a board or court. This applies whether you or the Ombudsman have possession of any of these materials.

## Our Mission

The Alberta Ombudsman provides oversight to ensure fair treatment through independent investigations, recommendations and education for all Albertans.

## Our Values

**Integrity. Respect. Accountability. Independence.**

We also value a working environment that embraces diversity, fosters personal and professional growth, collaboration and innovation.

## Our Role

### The Ombudsman:

- Is an independent Officer of the Legislative Assembly
- Does not report to any Minister, Executive Council or other individual
- Provides impartial and objective, third-party oversight
- Makes recommendations to improve decisions and/or decision-making processes



## Get in Touch

### Edmonton Office:

9925 – 109 Street NW, Suite 700  
Edmonton, Alberta T5K 2J8  
Phone: 780.427.2756  
Fax: 780.427.2759

### Calgary Office:

801 – 6 Avenue SW, Suite 2560  
Calgary, Alberta T2P 3W2  
Phone: 403.297.6185  
Fax: 403.297.5121

Toll free: 1.888.455.2756  
Email: [info@ombudsman.ab.ca](mailto:info@ombudsman.ab.ca)  
Website: [www.ombudsman.ab.ca](http://www.ombudsman.ab.ca)  
Follow us on Twitter: @AB\_Ombudsman



[www.ombudsman.ab.ca](http://www.ombudsman.ab.ca)

**Your voice  
of fairness.**

The Alberta Ombudsman is the office of last resort. If you have completed all available appeals and exhausted all available reviews, you may register a complaint with our office.

[www.ombudsman.ab.ca](http://www.ombudsman.ab.ca)

## Our Jurisdiction

The Ombudsman can investigate any administrative decision, recommendation, act or omission of:

- Alberta provincial government departments, agencies, boards and commissions
- Alberta municipalities
- Patient Concerns Resolution Process of Alberta Health Services
- Self-regulated health professions proclaimed under the *Health Professions Act* such as the Alberta College of Optometrists
- Other designated professional authorities such as accounting, forestry, veterinarian and agrologist professions

The Ombudsman cannot investigate:

- Decisions made by the Federal government
- Members of the Legislative Assembly
- Federal or municipal police forces
- Decisions made by universities or schools
- Decisions made by the courts
- Private businesses or private matters

# Making a Complaint

## HERE'S HOW

- 1 Complete our online complaint form at [www.ombudsman.ab.ca](http://www.ombudsman.ab.ca) or submit your complaint in writing should you not have access to the internet
- 2 Provide specific information about your complaint, your name and contact information (address, telephone number, email, etc.)
- 3 Identify in your complaint the name of the department, agency or organization you are complaining about; include names and titles of the individuals you have dealt with
- 4 Explain what you have done to resolve the problem and why you feel you were treated unfairly
- 5 Describe the result or outcome that you seek
- 6 Provide a copy of the final decision or latest correspondence you received to help us understand your complaint

## Complaint Received

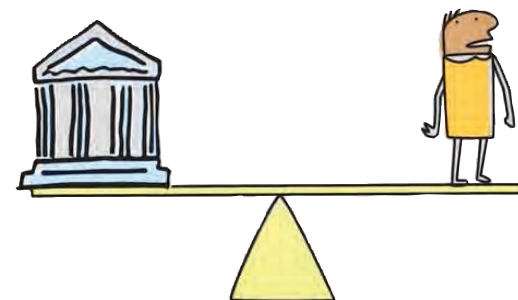
Once the complaint has been received, the Ombudsman will review the information and determine if an investigation is warranted.

If your complaint is accepted, we will:

- Contact you and discuss your complaint
- Contact the department, agency, or designated professional organization and provide them an opportunity to respond
- Advise of the outcome of any investigation to the appropriate department, agency, or designated professional organization involved and
- Provide you with a letter explaining the final outcome of our investigation

The Alberta Ombudsman's office responds to complaints of unfair treatment by authorities and organizations identified in the *Ombudsman Act*.

If you are unsure if your complaint falls within the Ombudsman's jurisdiction, please contact us for further information. The Ombudsman is open, approachable and responsive to questions and concerns of Albertans seeking our assistance.



**From:** Justin Sciarra <[justin.sciarra@eagleengineering.ca](mailto:justin.sciarra@eagleengineering.ca)>

**Sent:** Wednesday, March 22, 2023 4:43 PM

**To:** [admin@warner.ca](mailto:admin@warner.ca)

**Cc:** Chris P Poirier <[Chris.P.Poirier@gov.ab.ca](mailto:Chris.P.Poirier@gov.ab.ca)>; Midkhat Aptekaev <[MAptekaev@aecon.com](mailto:MAptekaev@aecon.com)>

**Subject:** Hwy 36:02 Paving Operations

Good Afternoon,

Alberta Transportation and Economic Corridors will be partnering with Aecon Transportation West to rehabilitate Highway 36 in the Spring of 2023. Please find attached the project location plan which displays the areas where Aecon Transportation West will be completing cold milling and asphalt paving. The tentative start for construction is May 1<sup>st</sup>.

Schedules are subject to change and our project team will do our best to notify you if they do. As we approach construction, we will distribute a notification pamphlet and additional project details. Please feel free to contact us with any questions, comments, or concerns.

Thank you,

**Justin Sciarra, P.Eng.**



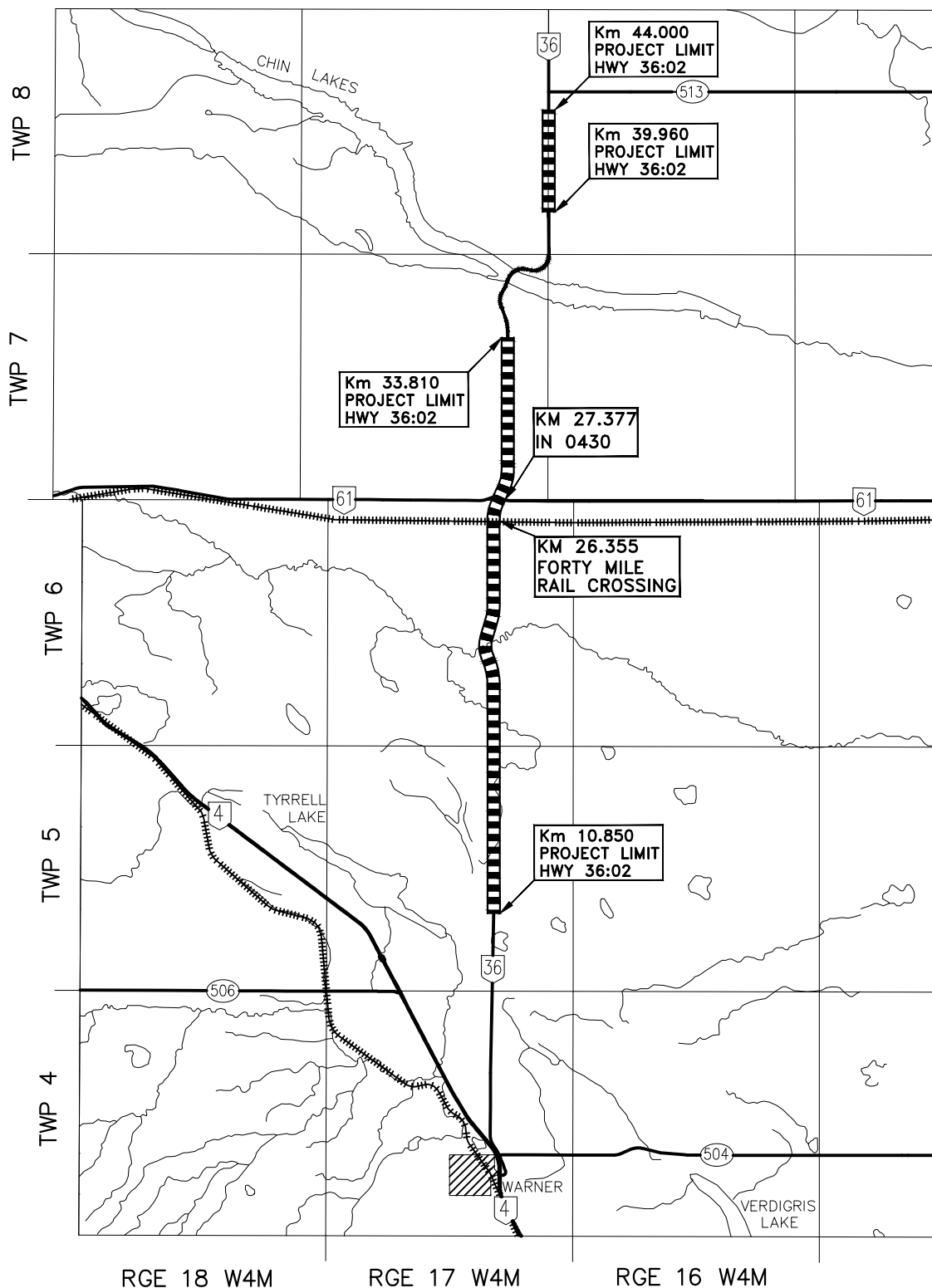
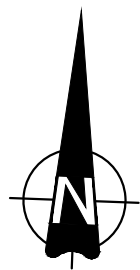
19 White Avenue, PO Box 208

Bragg Creek, AB T0L 0K0

ph: (403) 949-9116

cell: (403) 589-4431

email: [Justin.Sciarra@eagleengineering.ca](mailto:Justin.Sciarra@eagleengineering.ca)



INDICATES PROJECT AREA

SCALE 2 0 10 KILOMETRES

CONSULTANT



HWY 36:02

9 KM N OF HWY 504 TO 13 KM S OF TOWN OF TABER

ACP AND OTHER WORK

LOCATION PLAN



REGION  
SOUTHERN

DRAWN BY  
TB

CHECKED BY  
KB

DATE  
2022-01-20

SITE  
N/A

CONTRACT  
22248

SCALE  
N/A

HWY  
36:02

SHEET  
1 OF 3

DRAWING No  
36:02 - 1

# Assessment of Implementation Report

## Alberta Health Alberta Health Services Seniors Care in Long-term Care

---

Report of the Auditor General  
February 2023

Mark Smith, MLA  
Chair  
Standing Committee on Legislative Offices

I am honoured to transmit my report, *Seniors Care in Long-term Care Assessment of Implementation Report*, to the Members of the Legislative Assembly of Alberta, under Section 20 of the *Auditor General Act*.



W. Doug Wylie FCPA, FCMA, ICD.D  
Auditor General

Edmonton, Alberta  
February 2023



# Introduction

## About Our Assessment of Implementation Reports

Management is responsible for implementing our recommendations.

We examine management's implementation plans and perform procedures to determine whether management has implemented our recommendation(s) when management has asserted they have been implemented. We repeat our recommendations if we do not find evidence they have been implemented. We may also issue new recommendations for matters that come to our attention in the course of our assessment.

Our Assessment of Implementation Reports are conducted under the authority of the *Auditor General Act*. The Office of the Auditor General applies Canadian Standard on Quality Management 1 and, accordingly, maintains a comprehensive system of quality management, including documented policies and procedures regarding compliance with applicable professional standards and applicable ethical, legal and regulatory requirements.

Our office complies with the independence and other ethical requirements of the Chartered Professional Accountants of Alberta Rules of Professional Conduct, which are founded on fundamental principles of integrity and due care, objectivity, professional competence, confidentiality, and professional behaviour.

# Assessment of Implementation Report

## Alberta Health Services Alberta Health

### *Seniors Care in Long-term Care*

(October 2014)

#### Summary of Recommendations

In October 2021, we found that Alberta Health and Alberta Health Services implemented most parts of the 2014 recommendations from our audit on seniors care in long-term care facilities.

There were two parts of our 2014 recommendations where more work was needed. We issued two new focused recommendations based on our findings that:

- AHS still needed to put a system in place to mitigate the risk of facilities being unable to provide the staff necessary for safe, quality resident care
- Alberta Health still needed to improve its public reporting on the long-term care system

#### Alberta Health Services

**IMPLEMENTED** Recommendation:  
Monitoring care at the resident level

**NEW** Recommendation:  
System to mitigate risk to safe, quality resident care from insufficient staffing

**IMPLEMENTED** Recommendation:  
Managing performance of long-term care facilities

**IMPLEMENTED** Recommendation:  
Oversight at the provincial level

**NEW** Recommendation:  
Improve public reporting on expected results and whether the provincial long-term care system is achieving them

## Introduction

### Our past work on Alberta's long-term care system

In May 2005, we completed an audit on seniors care and long-term care in Alberta. We made 11 recommendations to improve Alberta's long-term care system—focusing on funding stability, regulation and policy, physical infrastructure, and monitoring and oversight systems.

We performed a followup audit in October 2014 and concluded that Alberta Health and Alberta Health Services (AHS) made many improvements to the system and satisfied our 2005 recommendations, but more work was needed by:

- AHS to ensure quality resident care, every day
- AHS to manage long-term care system performance
- Alberta Health to oversee the system

We issued three new recommendations in 2014. Each recommendation had multiple parts for AHS and Alberta Health to resolve.

### Why we did this assessment now

As the impact of COVID-19 on continuing care facilities, including long-term care, became clear in March and April of 2020, we determined we would audit and report to Albertans on COVID-19 in Alberta's continuing care facilities.<sup>1</sup> We decided to complete this assessment of Alberta Health and AHS progress to date on our 2014 recommendations at the same time.

We monitored progress up to early 2020, when COVID-19 began. At that time, both Alberta Health and AHS had finished work on most parts of our recommendations, but they were clear with us that they were still working on implementing a few pieces.

### Scope of our assessment of implementation

We focused on Alberta Health and AHS' actions in the period of late 2014 to December 2019. This ensured our assessment looked at actions in a normal state of operations and did not unduly reflect the extraordinary circumstances of the COVID-19 pandemic.

This assessment looks only at the long-term care system because that was the focus of our 2014 recommendations.

---

<sup>1</sup> Reported in a separate chapter of this report.

# Alberta Health Services

Recommendation:

## Monitoring care at the resident level

### IMPLEMENTED

#### Context

Our 2014 audit<sup>2</sup> found that AHS had systems to ensure facilities used their funding to hire the right number and mix of staff,<sup>3</sup> and to ensure facilities assessed needs and made care plans for residents. However, we found that AHS needed to:

- develop a way to ensure that the right number and mix of staff were working in facilities and caring for residents on every shift
- ensure that facility staff were delivering care that meets residents' care needs

The requirements for the amount of care hours for residents and the type of health care staff providing that care is a policy decision made by Alberta Health. AHS' responsibility is to ensure the actual staffing meets these requirements. Our assessment did not consider whether the current policy on staffing hours and mixes in place were sufficient because that was not the focus of our 2014 recommendation.<sup>4</sup>

#### Our current findings

##### Systems to ensure facilities deliver the right care

AHS implemented this part of our recommendation by strengthening the system it uses to monitor resident care in facilities.

AHS consolidated and organized its facility inspection activities in the Provincial Continuing Care Audit Team in October 2017. The new compliance audit team made improvements over previous inspection structures we saw in 2014:

- the team now has provincial focus and is independent of continuing care management groups—reporting directly to the AHS Chief Audit Executive within AHS' internal audit group<sup>5</sup>
- the team developed new tools and processes as part of its inspection methodology to better evaluate resident care—such as interviews with staff and residents, more detailed chart reviews, and direct observation of resident care

---

<sup>2</sup> *Report of the Auditor General of Alberta—October 2014.*

<sup>3</sup> Staff-mix refers to the amount of total care hours being provided with different types of care personnel—for example, how many hours were provided by a Registered Nurse (RN), a Licensed Practical Nurse (LPN), Health Care Aides (HCAs), and other professional and non-professional care staff such as different types of therapists.

<sup>4</sup> Alberta Health's *Facility-based Continuing Care Review*, published in April 2021, made two recommendations focusing on increasing care hours. As of this writing, Alberta Health has not committed to whether it will adopt these recommendations.

<sup>5</sup> To ensure independence from management functions, the Chief Audit Executive reports to the Chief Executive Officer and the Board of Directors of AHS.

AHS continued to make improvements around resident needs assessments by using data on resident health and wellness to build several customizable reports. These reports help AHS management identify and investigate potential concerns with resident care. For example, if a facility's resident assessments showed increases in resident pain or restraint use, AHS management could easily flag this and direct staff to investigate what was happening.

Other reports developed and used by AHS combine some of the most important and indicative resident assessment data with administrative, operational, and inspection information. These reports allow AHS to have a more complete profile of facilities to identify potential risks to resident care.

These new reports and measures, together with the improved inspection processes, provide a more comprehensive picture of resident care to AHS. We noted that this improved monitoring system helped identify and escalate resident care concerns that otherwise might have been missed. The system also provided AHS and Alberta Health inspectors a starting point to make risk-based determinations of which facilities they needed to get inspectors to first in the initial weeks and months of COVID-19 inspections.

#### **Subsequent events:**

On March 28, 2022, the Minister of Health tabled Bill 11, the *Continuing Care Act* in the legislature. The proposed legislation would significantly change the current roles and responsibilities for facility compliance monitoring and inspections—particularly by shifting responsibility in this area from AHS to Alberta Health.

This proposed change has the potential to resolve persistent problems around role clarity and responsibilities, particularly in compliance monitoring and inspections, that we have pointed out in the past.

However, we believe it is critically important that Alberta Health ensure it reflects on past learnings and findings from our office around facility inspection activities in designing new inspection and compliance monitoring programs. Specifically, we point to the difference between ensuring each resident has a documented plan for their care and gathering actual evidence to ensure facilities are providing residents with the care dictated in their individual plans, every day. We also note it will be important to ensure that Alberta Health share its inspection data with AHS, to allow them to factor this essential information on resident care into their quality monitoring and contract management responsibilities.

#### **AHS still needs a system to mitigate risks to residents from insufficient staffing**

AHS has not yet been able to design and implement a system to mitigate the risk that facilities are not providing residents with an adequate number and type of care staff, on every shift.

At the beginning of our assessment, AHS told us it had not yet fully implemented this part of our recommendation. Their plan was to work on such a system and implement it in 2020, but the COVID-19 response caused a delay.

While it is not complete, we found that AHS had begun putting in place several processes necessary to support this. It developed reporting that uses administrative and financial data from facilities to compare actual staff-mix and hours in a facility to six benchmark measures. It also began requiring contracted facilities<sup>6</sup> to self-report on staff-mix and hours. However, we noted that this data was incomplete because, in the first three years of the new process, between eight and 31 per cent of facilities did not submit their data as required. AHS does not currently have a mechanism to compel facilities to report this data, and relies on voluntary compliance.

<sup>6</sup> AHS already has direct and complete access to staffing data on the facilities it owns and operates.

Recommendation:

## **System to mitigate risk to safe, quality resident care from insufficient staffing**

### **NEW**

We recommend that Alberta Health Services implement a system to mitigate the risk that a facility is not providing residents with the number and type of care staff needed to ensure safe, quality resident care.

### **Consequences of not taking action**

Long-term care facilities must ensure residents receive the care they need. AHS plays a critical role in mitigating the risk that facilities are not able to provide the staff necessary to do this.

Recommendation:

## **Managing performance of long-term care facilities**

### **IMPLEMENTED**

#### **Context**

Our 2014 audit found that AHS had not realized the benefits of its improved data because it had not yet:

- clarified who within AHS was responsible for managing facility performance
- developed formal, regular processes to assess facility performance and risk using available data
- standardized its compliance practices to escalate its intervention when facility performance or risk was below expectations

Managing performance involves catching and correcting deficient performance and using an understanding of risk to escalate corrective actions progressively before a major problem occurs.

#### **Our current findings**

AHS implemented our recommendation by:

- developing role clarity
- developing and clarifying processes to assess facility performance
- using available information to help it flag and respond to facility risk proactively and progressively

## Roles and responsibilities clarified

In 2015, management from both Alberta Health and AHS involved in long-term care worked together to decide who was responsible for what parts of the system and then documented this mutual understanding in a single, comprehensive document. AHS clarified that responsibility for facility performance monitoring rests with each AHS zone's continuing care management group.

We noted that this understanding of roles and responsibilities continued to be relevant for the period of our assessment, but it is becoming out of date as some functional groups and responsibilities have recently changed. AHS and Alberta Health are aware of the need for a formal update and are waiting for the conclusion of the COVID-19 response, the *Facility-based Continuing Care Review*, and anticipated legislative changes.

## Structure and reporting to facilitate performance monitoring

AHS developed a framework document and two supporting committees to guide how it manages facility performance, quality, and risk. The framework and its supporting committees were important in setting clear expectations for how performance at facilities should be managed, and outlined the tools and processes to do this.

In total, we identified four new reports available at quarterly and annual intervals to give AHS the information it needs to evaluate facility performance and risk.

We found that AHS zone management used the available information regularly to monitor facility performance and intervene with facilities where needed. We found the information each zone used from these reports, and exactly how they went about working with facilities, varied. AHS should continue to refine its new suite of reporting with zone management to ensure those responsible for performance monitoring have the information they need, in an optimal format.

## Processes to escalate involvement based on risk

Each zone's management groups developed processes to escalate situations where performance is unsatisfactory or where they see risks for facility residents. These zone escalation processes link to escalation processes at the provincial level when further action or enforcement is needed.

We selected a sample of red flags and risk indicators from each of the four new performance reports for each zone and were able to observe evidence of how the zone identified the potential problem and escalated the matter. We also reviewed two instances during the COVID-19 response of the unusual situation where escalation led all the way to the Minister of Health removing a facility operator and appointing AHS to run the facility.

The continuing care audit team developed a specific inspection process to rapidly investigate significant red flags and to support zone and provincial escalation processes. The high-priority inspection uses the same clinical inspection team and many of the same tools, but rapidly deploys to facilities as soon as defined red flags are noted. It has an intensive, risk-based focus and a shorter workflow to ensure facilities immediately resolve any resident safety and care concerns, and sustain these corrections over time through dedicated follow-up inspections.

# Alberta Health

Recommendation:

## Oversight at the provincial level

### IMPLEMENTED

#### Context

In our 2014 audit, we found:

- significant confusion caused by the extent to which Alberta Health was involved in operational matters, and in facility compliance inspections in particular
- Alberta Health was not using the information available to it to report to the public on what it wanted Alberta's long-term care system to achieve, and whether it was getting results for the money invested
- Alberta Health needed to act more quickly in reviewing and updating standards and evaluating and updating cost guidelines for resident accommodations at facilities

#### Our current findings

##### Alberta Health has completed most actions to implement our recommendation

Alberta Health clarified roles and responsibilities among its and AHS' functions in 2015. In this exercise, Alberta Health continued to define a role for itself in compliance monitoring and inspections which overlapped significantly with AHS, but we noted improvement because the activities of each were clarified and documented.<sup>7</sup>

Alberta Health completed its review of the *Continuing Care Health Service Standards* in 2016 and published updated standards in 2018. It plans to update standards again after the new continuing care legislation and regulation is established.

In 2017, Alberta Health began tying annual increases in the accommodation fees facilities charge to their residents to the Alberta consumer price index.<sup>8</sup> It also started a process to analyze the charges facilities were making to residents and compare these to the regulated annual increases.

##### Public reporting from Alberta Health has not improved

Alberta Health has not significantly improved its public reporting on what results it expects the provincial long-term care system to achieve. Nor has it improved measuring and reporting to the public about whether it is achieving those results. Alberta Health told us there are other sources of public information and data on long-term care managed by organizations like AHS and the Health Quality Council of Alberta. There is also data from organizations outside of the Government of Alberta, such as the Canadian Institute for Health Information. Some of the reporting and information it directed us to had been available since before 2014.

<sup>7</sup> See also our discussion of subsequent events related to compliance monitoring and inspections in the section on resident care and staffing above.

<sup>8</sup> The consumer price index, or CPI, is a standard measure of the cost of living. It is based on the changes in how much a set of common goods and services cost from one year to the next.



While we agree that, broadly speaking, the average Albertan has access to more information about the long-term care system today than was available in 2014, we failed to identify any substantive improvement in how Alberta Health has improved *its* public reporting on long-term care. In fact, we found that Alberta Health's annual report now contains less information and performance measurement on long-term care than it did in 2014.

We found that Alberta Health did a considerable amount of work in 2018 to study and identify effective measures that it could use to understand and report on long-term care system performance—including working with leading academics and a wide range of stakeholders to figure out what matters most to those involved in the long-term care sector. None of this work translated into better public reporting.

The work on performance measurement from 2018, and the recent efforts involved in the *Facility-based Continuing Care Review* and the related legislative review provide the needed information and opportunity to communicate directly with Albertans about what Alberta Health wants to see the long-term care system achieve in the coming years and decades, and how the system is doing in achieving those results each year.

#### **Subsequent events:**

In July 2021, Alberta Health began publicly reporting individual facility compliance inspection findings from Alberta Health and AHS facility inspections of *Continuing Care Health Service Standards* and Chief Medical Officer of Health COVID-19 Orders.

## **Recommendation: Improve public reporting on expected results and whether the provincial long-term care system is achieving them**

### **NEW**

We recommend that the Department of Health improve its public reporting by:

- establishing what the provincial long-term care system is expected to achieve
- identifying measures to evaluate performance
- reporting what results the system is achieving annually, based on those measures
- identifying what processes and activities are or will be done to continuously improve system results and meet expectations

If limitations on the length, content, and format of existing avenues for this information, such as ministry business plans and annual reports, cannot facilitate this, the Department of Health should identify and use alternative means of communicating this information to Albertans.

## **Consequences of not taking action**

Albertans spend more than \$2 billion a year on continuing care services and entrust the system with the care of our society's most vulnerable people—long-term care serves those with the greatest needs of all. Albertans can and should expect such a system to have clear goals, regular measurement and accountability for results, and continuous improvement at its core.



**[oag.ab.ca](http://oag.ab.ca)**

**Contact us:**  
[info@oag.ab.ca](mailto:info@oag.ab.ca)  
780.427.4222

ISSN 1999-4242 (print)  
ISSN 1927-9604 (online)



**From:** [Angela McConnell](#)  
**To:** [cao@warner.ca](mailto:cao@warner.ca)  
**Subject:** Supporting the Men Mental Health, Wellbeing & Relationships of Boys and Men in Rural Alberta  
**Date:** April 11, 2023 10:58:01 AM

---

Hi there,

I am reaching out again on behalf of the Engaging Men and Boys in Domestic Violence Primary Prevention initiative supported by the Government of Alberta. You may have already received an email from [Next Gen Men](#) in Q2/Q3 of 2022 about this initiative.

We understand due to the nature of cross-over of municipalities that NGM may have already spoken to a CAO or EDO within your jurisdiction, but we want to ensure all municipalities have the opportunity to give feedback for this project.

As a reminder, [Next Gen Men](#) is reaching out to rural municipalities and employers to learn more about the services and supports available to boys and men in your respective area, as well as sources of need, so that we can have a clearer picture of how to best support boys and men in Alberta around their mental health and wellbeing and healthy relationships.

Next Gen Men is aiming to gather information about the community/or communities that your municipality covers, major employers, educational facilities and also how your area is supported by mental health resources, plus any specific programming offered to boys and men.

Jake (Next Gen Men's Executive Director) would love to speak with you, or the person in your organization who would be best able to give this information via a quick 30 minute call. You can grab a time in Jake's calendar here:  
<https://meet.boomerangapp.com/ngmjake/aboip-meeting>

If you can't find a time that works for your schedule, please let me know and I'd be happy to find a time that works for you both.

Many thanks!

Angela McConnell (she/her)  
Assistant to Jake Stika

P.S. Whenever you're ready, here are 3 ways *you* can shape the next generation of men...

1. Subscribe to the [Future of Masculinity](#) or [Conscious Commute](#) newsletters to stay in the loop
2. Register for our online course, *Raising Next Gen Men* [here](#)

Attention: Chief Administrative Officers, Municipal Clerks, and Census Coordinators

Re: Municipal Census Regulation and Municipal Census Manual

In 2019, the Government of Alberta announced its intention to move from municipal census counts to population estimates for the purposes of allocating provincial grants to municipalities. Over the last several months, former Minister of Municipal Affairs Ric McIver and I have both heard that municipalities strongly prefer that we revert to the recognition of municipal census counts. As a result of that feedback, and after consultation with my colleague the Honourable Travis Toews, President of Treasury Board and Minister of Finance, I am pleased to announce the approval of the Municipal Census Regulation and Municipal Census Manual.

The attached regulation and manual not only outline municipal census requirements, but also incorporate the feedback we have received since 2019, including updating the definitions of “usual residence” and “shadow population.” In addition, we have extended the period for enumeration, and for how long the ministry will recognize a municipal shadow population count.

The manual was developed in partnership with Statistics Canada and addresses many of the concerns identified by you, our municipal partners. The manual, when used alongside the Municipal Census Regulation, provides municipalities with the tools necessary to conduct a municipal census that is consistent with best practices and ensures an accurate population count.

Some of the more notable enhancements over previous versions include:

- standardized methodology to enumerate persons with no usual residence;
- alignment of collection methodologies to reflect best practices and key learnings from the most recent federal census;
- updates to key census definitions including usual residence and shadow population;
- standardized approach to enumerating shadow population;
- the ability to include an estimated resident count for non-contacted dwellings and refusals recognized as part of the population total;
- a mechanism to review population submissions and verify population counts; and
- several other textual changes to the included forms, templates, and materials.

The new regulation and census manual will allow municipalities to conduct a census in 2024. Following the submission of the 2024 results, my department will be reaching out to you in an effort to capture what worked well, and what could be improved.

If you have any questions or would like additional information regarding the regulation or manual, please contact a Municipal Information Advisor by email at [ma.updates@gov.ab.ca](mailto:ma.updates@gov.ab.ca) or by telephone, toll-free by first dialing 310-0000, then 780-422-2555.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Rebecca Schulz', with a stylized, cursive script.

Rebecca Schulz  
Minister

Attachment: Municipal Census Regulation and Manual



ALBERTA  
MUNICIPAL AFFAIRS

*Office of the Minister  
MLA, Calgary-Shaw*

MINISTERIAL ORDER NO. MSD:001/23

I, Rebecca Schulz, Minister of Municipal Affairs, pursuant to Section 604 of the *Municipal Government Act*, make the Municipal Census Regulation as set out in the attached Appendix.

Dated at Edmonton, Alberta, this 28<sup>th</sup> day of March, 2023.

Rebecca Schulz  
Minister of Municipal Affairs

FILED UNDER  
THE REGULATIONS ACT

as ALBERTA REGULATION 88/2023

ON APRIL 6 20 23

  
DEPUTY REGISTRAR OF REGULATIONS

**APPENDIX**  
**Municipal Government Act**  
**MUNICIPAL CENSUS REGULATION**

*Table of Contents*

- 1 Interpretation
- 2 Municipal Census Manual
- 3 Census rules
- 4 Shadow population
- 5 Review of census results
- 6 Change in geographic area
- 7 Use of census data
- 8 Expiry

**Interpretation**

**1(1)** In this Regulation,

- (a) “census day” means the date chosen by a municipal authority as the census date, occurring within a census period in which an enumeration is conducted, which can be a date prior to the start of enumeration;
- (b) “census period” means a 3-month consecutive period beginning on a date that is on or after March 1 and ending on a date that is on or before July 31 of the same year;
- (c) “municipal census” means a population count of the total number of individuals whose usual residence is in a municipal authority, conducted in accordance with this Regulation;
- (d) “shadow population” means the temporary residents of a municipal authority who are employed by an industrial or commercial establishment in the municipal authority and who have worked at least 120 hours for that employer in the 3-month period immediately preceding census day;
- (e) “temporary resident” means a person who resides in a municipal authority on census day but whose usual residence is located in another municipal authority or a place outside Alberta.

(2) For the purposes of this Regulation, the “usual residence” of a person is a location within a municipal authority with a residential street address or physical address that

- (a) is the main dwelling site of the person on census day, and
- (b) is the place where the person lives and sleeps and to which, when the person is absent from it, the person intends to return.

(3) Notwithstanding subsection (2),

- (a) the “usual residence” of a person who has been in an institution, such as a correctional institution or hospital, for less than 6 months is deemed to be the place that was the person’s usual residence before the person entered the institution, and
- (b) a student who
  - (i) is in attendance at an educational institution within or outside Alberta,
  - (ii) is residing in a place temporarily for the purpose of attending an educational institution, and
  - (iii) has family members who are usually resident in Alberta and with whom the student usually resides when not in attendance at an educational institutionis deemed to reside with those family members.

#### **Municipal Census Manual**

2 The Minister, by order, shall issue a Municipal Census Manual and may amend the Manual from time to time.

#### **Census rules**

3(1) A municipal authority that wishes to conduct a municipal census must

- (a) notify the Minister’s department by February 28 of the year in which the census will be conducted that the municipal authority will be conducting a municipal census and whether the municipal authority will count the



shadow population of the municipal authority when conducting the census,

- (b) choose a census period and census day before beginning enumeration,
- (c) ensure that the person in charge of the census swears or affirms the oath prescribed in the Municipal Census Manual prior to the census being conducted,
- (d) ensure that all census enumerators complete the statement of a census enumerator prescribed in the Municipal Census Manual prior to undertaking work on the census,
- (e) conduct the census in accordance with this Regulation and the Municipal Census Manual, and
- (f) submit the results of the census in the form prescribed by the Municipal Census Manual before September 1 of the year in which the census was conducted.

(2) Notwithstanding subsection (1), if a municipal authority wants to conduct a census that is not in accordance with this Regulation and the Municipal Census Manual and have the results recognized by the Minister as the population of that municipal authority, the municipal authority must receive the Minister's approval prior to February 28 of the census year.

#### **Shadow population**

**4(1)** Subject to subsection (2), if the shadow population in a municipal authority is

- (a) greater than 1000 persons, or
- (b) less than 1000 persons but greater in number than 10% of the permanent population,

and the municipal authority has submitted its shadow population count to the Minister in the form prescribed by the Municipal Census Manual by no later than September 1 of the census year, a municipal authority may have the shadow population count included as part of the municipal authority's population total.

(2) The Minister shall determine whether the shadow population count in a municipal authority will be included as part of the municipal authority's population total.

(3) A shadow population count that is included in a municipal authority's population total shall be removed from the municipal authority's population total on the release of the next federal census for the municipal authority.

#### **Review of census results**

5 The Minister may direct a municipal authority to provide information regarding a municipal census to the Minister, in the form and manner determined by the Minister, for the purposes of reviewing a municipal census result.

#### **Change in geographic area**

6 If the geographic area of a municipal authority changes after June 30 in a year in which the municipal authority has conducted a municipal census, the Minister may require the municipal authority to update the results of the census and submit the updated results to the Minister in accordance with the directions of the Minister.

#### **Use of census data**

7 The Minister may use the results of a municipal census and shadow population count to determine the population of a municipal authority, as published by the Minister's department from time to time.

#### **Expiry**

8 For the purpose of ensuring that this Regulation is reviewed for ongoing relevancy and necessity, with the option that it may be repassed in its present or an amended form following a review, this Regulation expires on November 30, 2032.



PO Box 30 5407 50th Street  
Tofield, Alberta T0B 4J0  
P 780 662 3269  
F 780 662 3929  
E [tofieldadmin@tofieldalberta.ca](mailto:tofieldadmin@tofieldalberta.ca)  
W [www.tofieldalberta.ca](http://www.tofieldalberta.ca)

April 12, 2023

Office of the Minister  
Environment & Protected Areas  
224 Legislature Building  
10800 – 97 Avenue  
Edmonton, AB T5K 2B6

RE: Exemption of Newspaper from EPR Program Revisions

Dear Minister Savage,

Print media (newspapers) are essential to the lifeblood of Alberta. Newspapers provide a traditional sense, and source of information to our residents. In what has become ever consistent in social media and internet-based forms of news, newspapers rely on facts, sourcing their stories and identifying truths.

The past number of years have been challenging for both business and small business. The continued rise in costs, accompanied by the downturn in the economy has forced job loss and ultimately business closure. Looking to enforce further constraints on what is one of our oldest and most relied upon industries truly seems unfair.

The newspaper industry has already looked at ways to reduce costs and become both more efficient and compliant, such as reducing paper thickness, which has come at a cost. This cost is not only monetary, but also content based. The reduction in paper-based weight has also reduced the amount of content which can be provided to our residents, once again, affecting them.

By expecting newspapers to have the same level of compliance with the EPR Program as plastics, seem short-sighted and unrealistic. The Provincial Government needs to recognize the importance of newspapers to Albertans and stand to make the same move as the Ontario Government. Please exempt newspapers from the revised EPR Program.

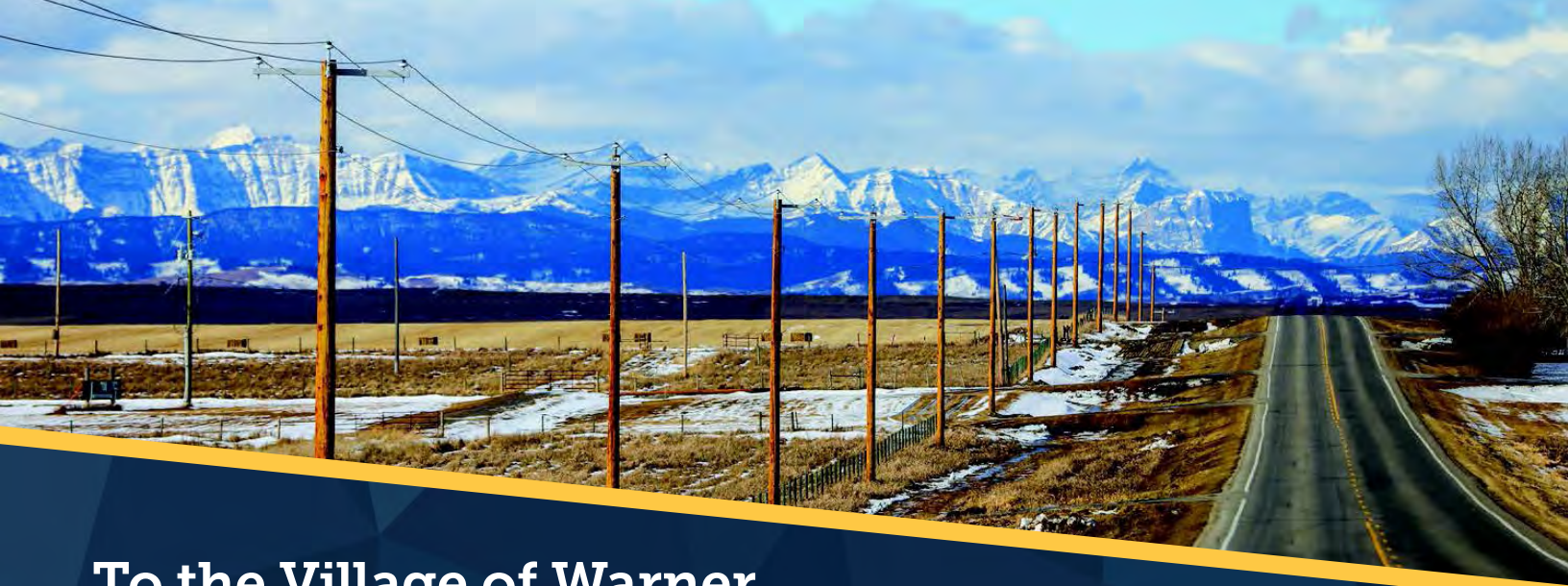
Sincerely,

*Debora L. Dueck*

Debora Dueck  
Mayor

C.C  
Jackie Lovely, MLA Camrose  
All Alberta Municipalities  
Kerry Anderson, Tofield Mercury





## To the Village of Warner, FortisAlberta is working in your area

---

We are currently replacing power lines in your rural area that are at the end of their life cycle after 50 years of exposure to wind, ice, temperature changes, corrosion, and other environmental conditions.

These upgrades also provide opportunity to replace damaged power poles and other devices as needed. In some cases, poles will be relocated to the line to a right-of-way to improve accessibility for future maintenance.

### When:

- This work is tentatively scheduled for August, 2023.

### Where:

- See reverse for project map

To ensure the safety of those working on the system, power outages may be required. If you will be impacted by a planned outage, you will be notified 48 advance. Please ensure that your retail service provider (*the company that provides your monthly utility bill*) has your current phone contact information.

Please call us at **310-WIRE** (9473) with any questions you may have.

Thank you for your cooperation and understanding as we build and maintain our system with your safety and service reliability in mind.

---

FortisAlberta provides electricity service to more than 60 per cent of Alberta's total electricity distribution network. We own and operate more than 127,000 kilometers of power lines throughout 240 communities, delivering safe and reliable service to more than half a million residential, farm and business customers.

**FORTIS**  
ALBERTA





# Work Area:



**From:** Motz, Glen - Riding 1 <[Glen.Motz.C1@parl.gc.ca](mailto:Glen.Motz.C1@parl.gc.ca)>

**Subject:** Medicine Hat-Cardston-Warner Budget 2023 Survey Results

Good morning,

In advance of the Federal Government Budget 2023 announcement, we surveyed individuals, businesses, and municipalities in Medicine Hat-Cardston-Warner to better understand how the cost-of-living crisis has been impacting them financially.

Thank you to everyone who participated. Your feedback is invaluable. Here is what the survey concluded:

People have noticed increases in everything from groceries to gas to home heating and report that these additional costs are making life much harder. Businesses noted the negative impact that an increase in payroll taxes and the carbon tax have had on them.

It is getting harder to pay bills. People are falling further and further behind, and they are concerned about their ability to retire.

Constituents expect that their 2023 personal financial situation will be the same or worse than 2022. Some businesses are unsure if they will make it through this year due to rising costs. Across the board, individuals and businesses support the removal of the carbon tax.

What's more, 70% of people surveyed do not believe that Canada's economic situation will improve in 2023. Overall, they have no faith in this government's ability to offer hope for their financial stability or future prosperity.

You can view the full results of each of the budget surveys as follows:

1. [Budget 2023 Survey Report for Individuals](#)
2. [Budget 2023 Survey Report for Businesses](#)
3. [Budget 2023 Survey Report for Municipalities](#)

Watch my overall post-budget comments [here](#), plus local budget observations [here](#).

Thank you again for your continued engagement.

Here to serve you,  
Glen



**Glen Motz, M.O.M.**

Member of Parliament

Medicine Hat-Cardston-Warner

Suite 306, 2810 - 13 Avenue SE

Medicine Hat, Alberta T1A 3P9

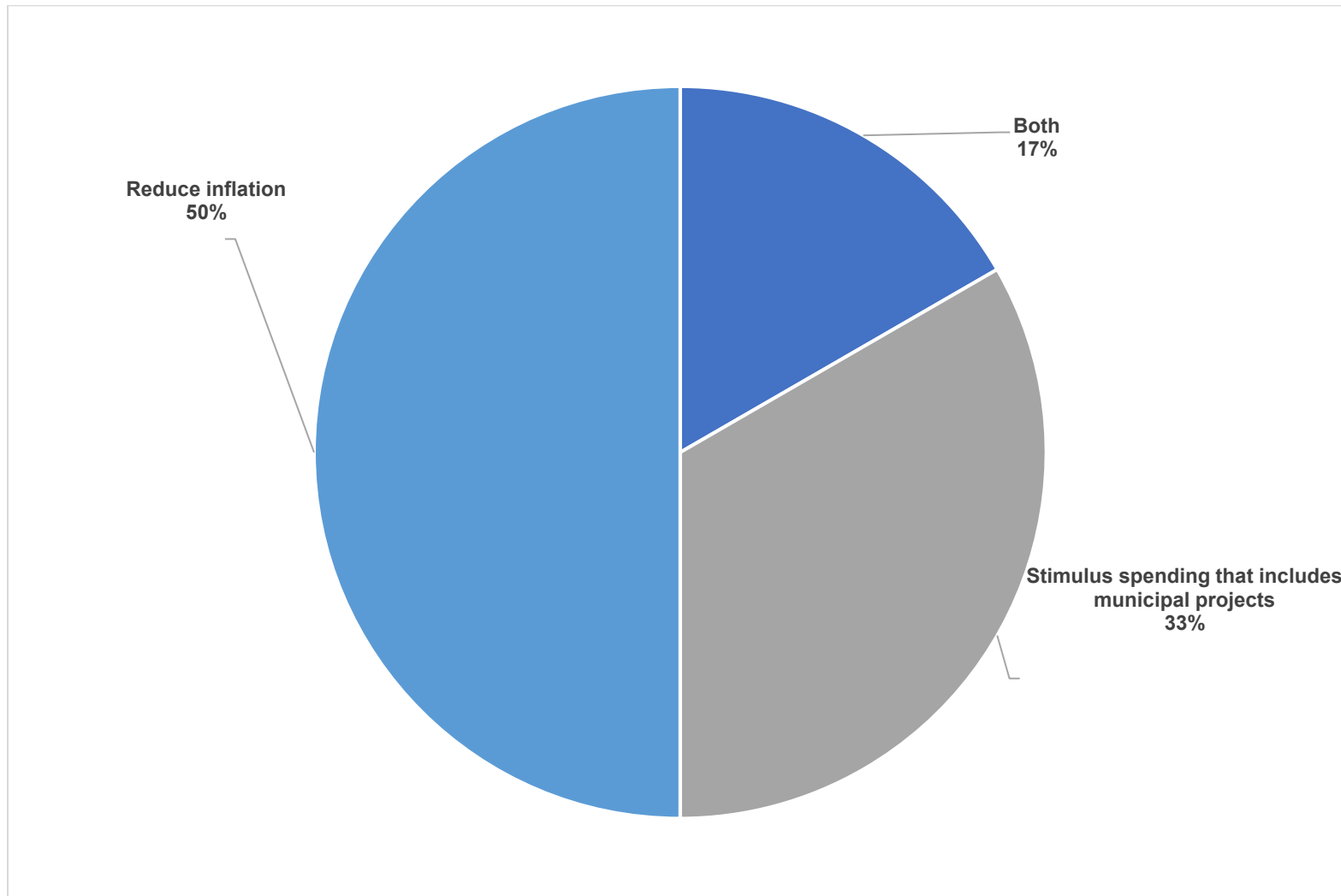
Office | Bureau: 403.528.4698; 1-844-781-9061 Fax | Télécopieur: 403.528.4365

E-mail | Courriel: [glen.motz.c1@parl.gc.ca](mailto:glen.motz.c1@parl.gc.ca)

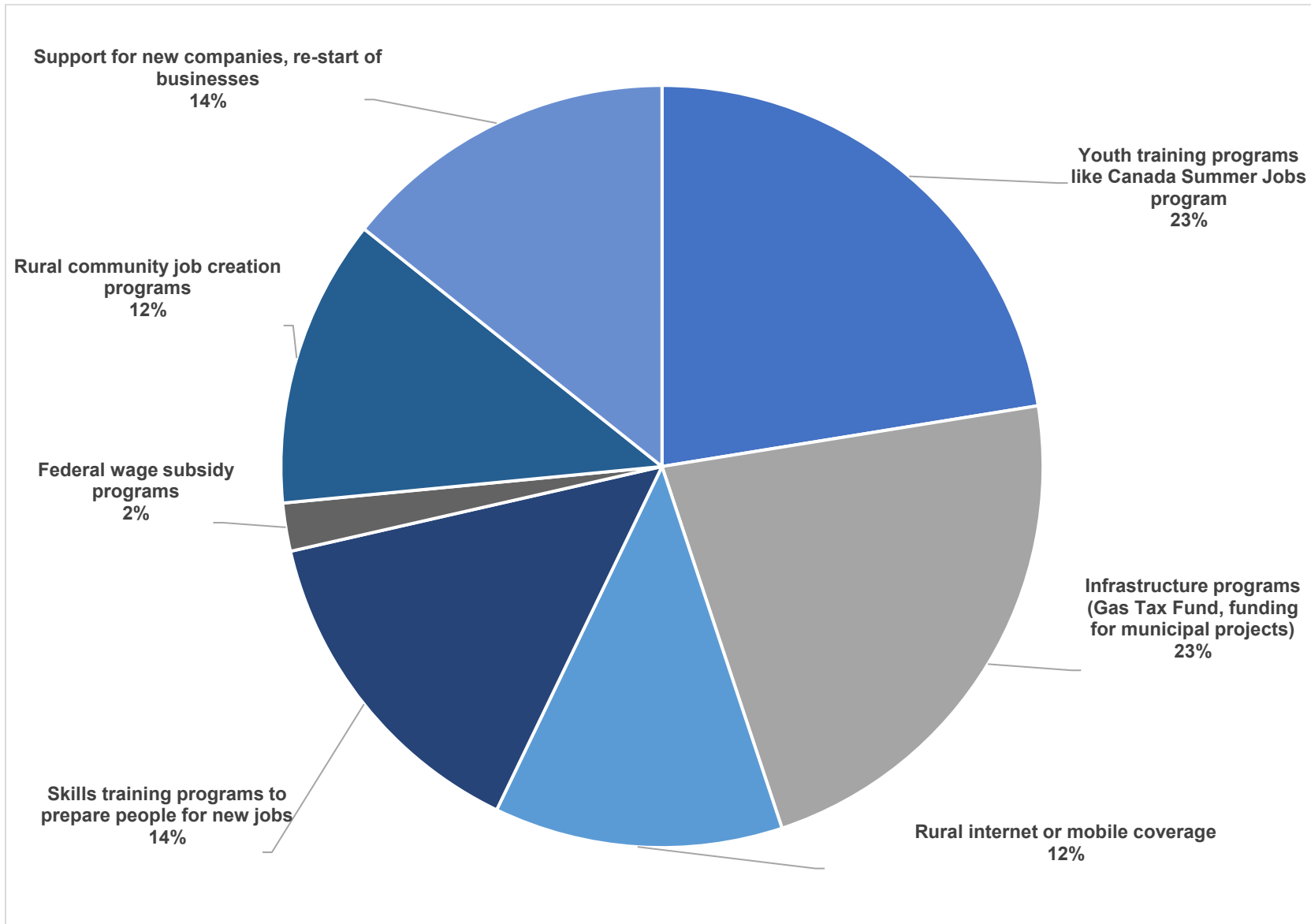


### **Budget 2023 - Survey of Municipal Leaders' Priorities**

The Liberal government has promised stimulus spending however economists and the Parliamentary Budget Officer have suggested this funding could make inflation worse. Should the government be focused on stimulus spending or reducing inflation?

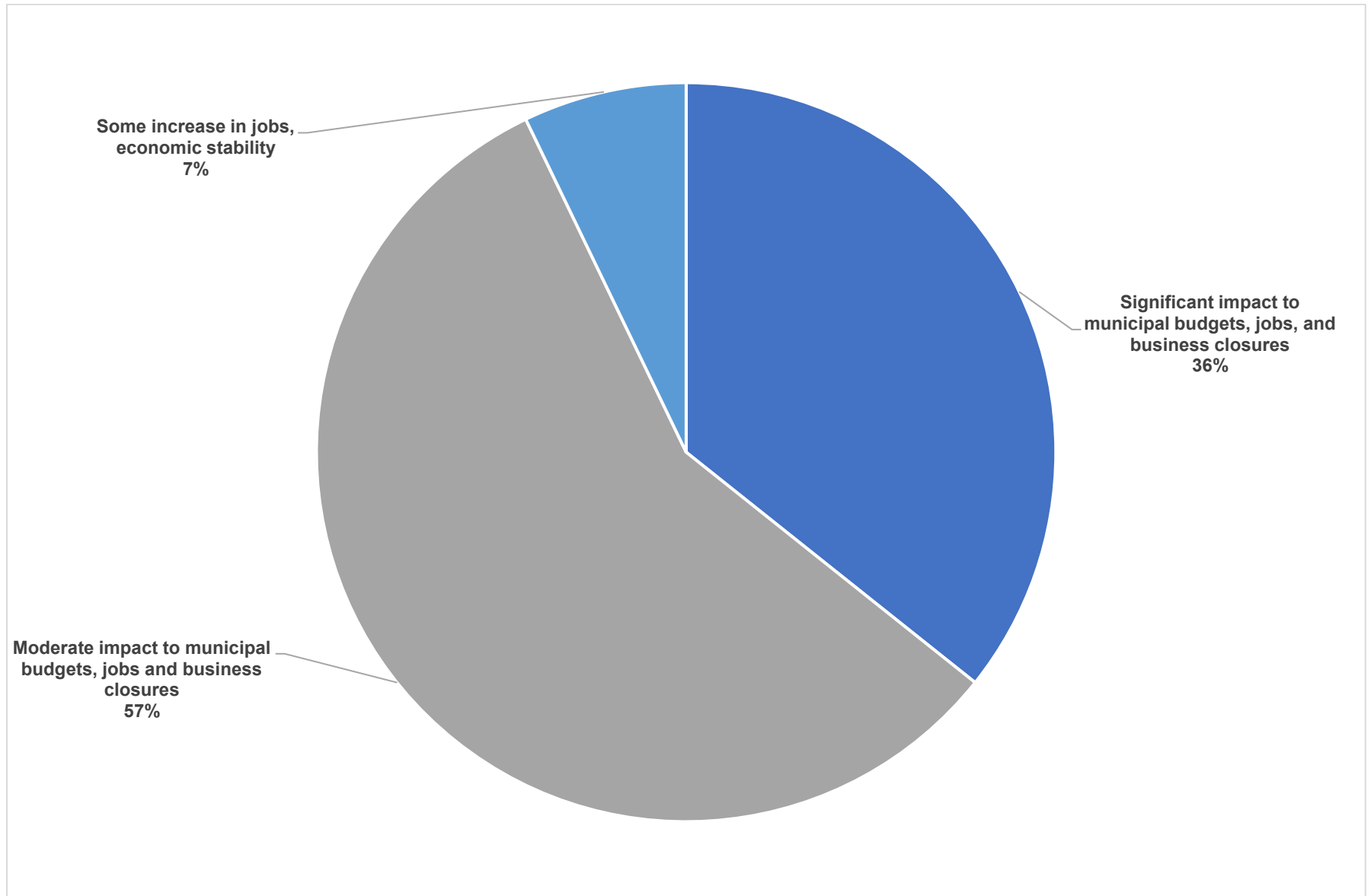


**Which Federal Programs would create jobs or investments in your communities?**

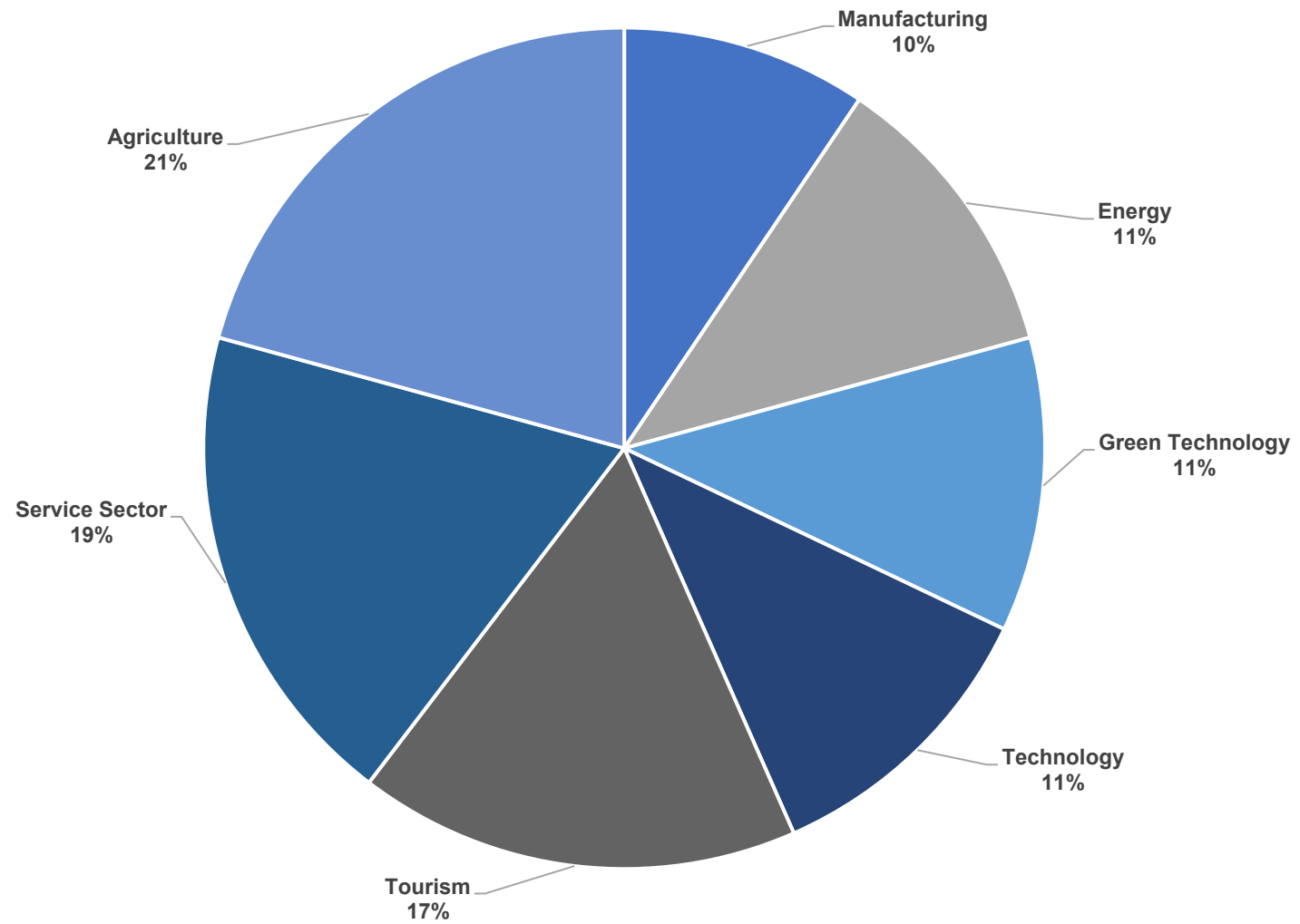




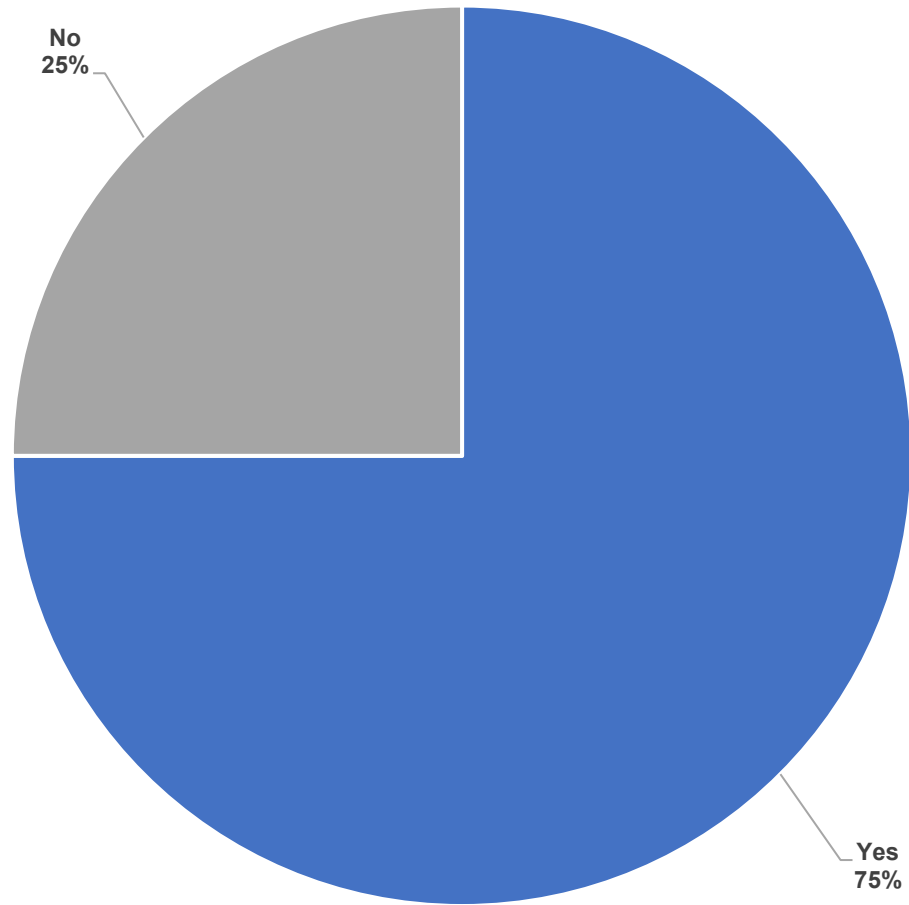
**How has the ongoing cost-of-living crisis impacted the economic development planning for your communities?**



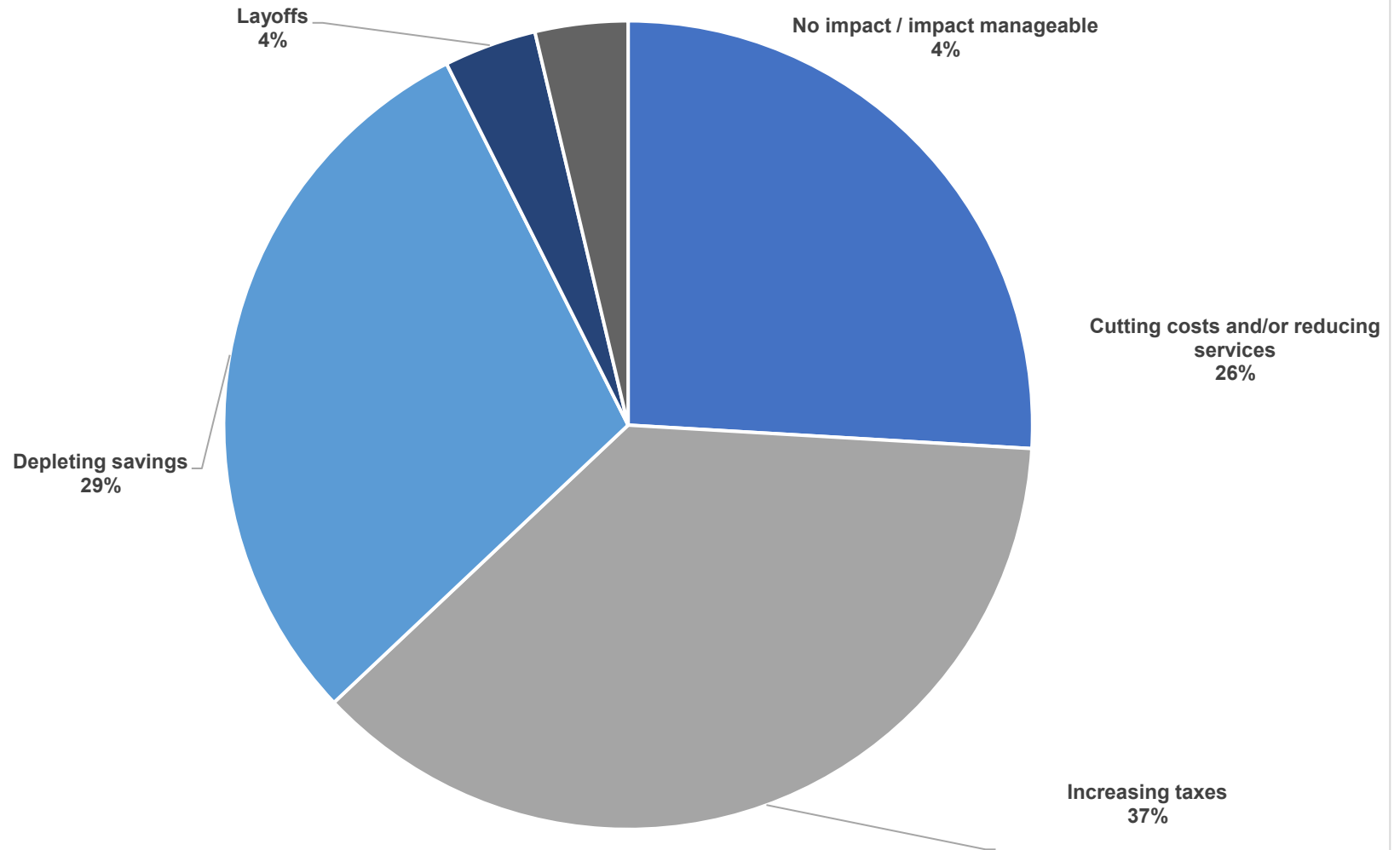
**What sectors of the economy are a focus for your community?**



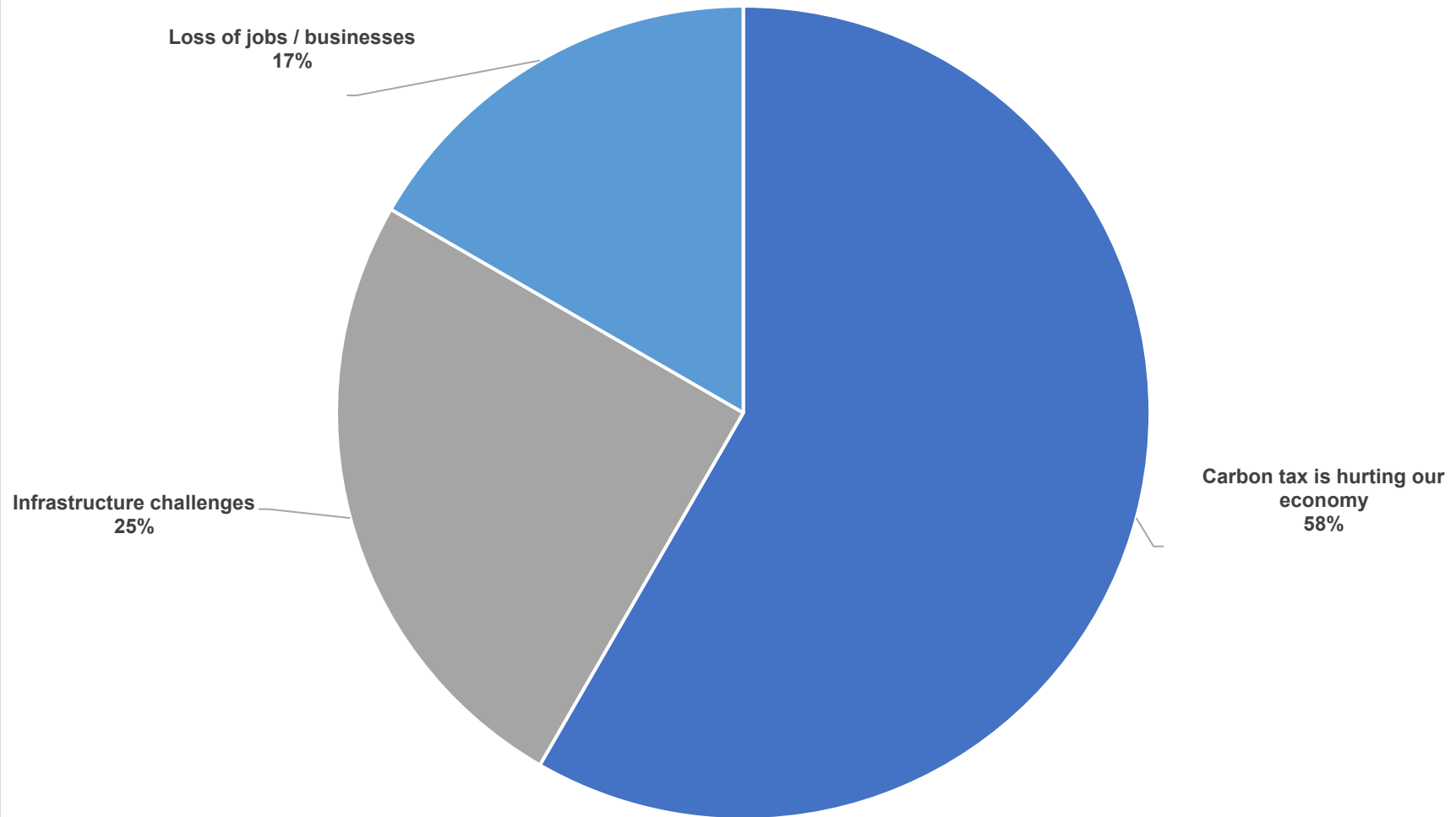
**Are you planning to talk to other municipalities and local leaders to coordinate plans or collaborate on building projects?**



The federal government increased taxes this year despite a struggling economy and a cost-of-living crisis. They have continued to increase payroll taxes, and the carbon tax. How is your municipality managing these increasing costs?



**What is the top concern you are hearing about the federal government's approach to Alberta?**





## Request for Decision Bylaw 612-23 Unsightly Property Bylaw

---

### RECOMMENDATION

That Council give first reading to Unsightly Property Bylaw 612-23.

That Council give second reading to the Unsightly Property Bylaw 612-23.

That unanimous consent be given to Unsightly Property Bylaw 612-23, for consideration of third reading.

That Council give third and final reading to the Unsightly Property Bylaw 612-23.

### LEGISLATIVE AUTHORITY

Municipal Government Act

Section 7 (General jurisdiction to pass bylaws)

Section 63 (Revising Bylaws)

### BACKGROUND

While the original intent to revise the Unsightly Property Bylaw was to include a provision for unpaid offence fees to be allowed to be transferred to the property tax account, as this provision was previously removed from the Municipal Government Act. The Red Tape Reduction Statutes Amendment Act, Bill 9, has resolved the need to place a section in the bylaw.

Administration has completed a review of the Unsightly Premises Bylaw, with items for Council's considerations.

### RISKS/CONSEQUENCES

1. Council may provide further direction on any item contained in the Bylaw. Council shall be specific in the direction it provides.

### FINANCIAL CONSIDERATIONS

None

### ATTACHMENTS

1. Unsightly Property Bylaw 612-23

VILLAGE OF WARNER  
BYLAW NO. 612-23  
**REVISED, 2024**

**A BYLAW OF THE VILLAGE OF WARNER IN THE PROVINCE OF ALBERTA TO REGULATE  
UNSIGHTLY PROPERTY.**

Commented [C1]: Do you wish to include the word "Dangerous" and Unsightly...

**WHEREAS** the Municipal Government Act RSA 2000, c M-26 and regulations as amended, provides that Council may pass bylaws for municipal purposes respecting the safety, health and welfare of people; the protection of people and property; ~~nuisances~~ nuisances, including unsightly property; services provided by or on behalf of the municipality; public utilities and the enforcement of bylaws;

**AND WHEREAS** no Owner or Occupant in control of Property, land, premises or building shall permit, suffer, continue or allow to be continued an unsightly condition on that Property, land, premises or building;

**AND WHEREAS** Section 546 of the Municipal Government Act RSA 2000, c M-26 and regulations as amended, authorizes Council to require the owner of the property that is in an unsightly condition to improve the appearance of the property.

**NOW, THEREFORE**, the Council of the Village of Warner, in the Province of Alberta, hereby enacts as follows:

**1. TITLE**

1.1. This Bylaw may be referred to as the "Unsightly Property Bylaw".

**2. DEFINITIONS**

2.1. In this Bylaw, unless the content otherwise requires:

**"Act"** means the Municipal Government Act RSA 2000 c-M-26 and regulations made under the Municipal Government Act as amended;

~~**"Bylaw"** means the Village of Warner Bylaw No. 500-06 as may be amended from time to time;~~

~~**"Peace Officer"** a member of the Royal Canadian Mounted Police, a sworn member of a municipal police service or a person appointed under the Peace Officer Act of Alberta.~~

~~**"Chief Administrative Officer"** means the Person appointed to the position of chief administrative officer by the Council of the Village of Warner and includes any Person that the Chief Administrative Officer may appoint as his designate for purposes of carrying out his responsibilities under this Bylaw and further includes any Person that may be appointed to act in the absence of the Chief Administrative Officer;~~

**"Council"** means the Municipal Council of the Village of Warner;

~~**"Designated Officer"** means the Chief Administrative Officer, Bylaw Enforcement Officer, RCMP Officer, Peace Officer, and/or Fire Chief of the Village of Warner or their duly authorized assistants. is defined under Section 240 of the Municipal Government Act;~~

~~**"Emergency"** means a situation in which there is imminent danger to public safety or of serious harm to property.~~

**"Improvement"** means a structure or anything attached or secured to a structure that would be transferred without special mention by a transfer or sale of the structure, including but not limited to a manufactured home or mobile home, or machinery and equipment.

**"Occupant"** means any person other than the ~~Registered~~ Owner who is in possession of the Property, including, but not restricted to, a lessee, licensee, tenant or agent of the Owner.

**"Order"** means a document issued by a Designated Officer pursuant to ~~s. 6 of this Bylaw, or s. sections 545 or s. 546 of the Act, requiring any Person to take any action necessary to remedy the contravention of this Bylaw or the Act.~~

**"Owner"** ~~means in respect of land, the person who is registered under the Land Titles Act as the owner of the fee simple estate in the land, and in respect of property other than land, the person in lawful possession of it, includes the Person shown as the owner on the Land Title for a property, the occupant of a premises, the lessee or tenant of a premises, the Condominium Board of a condominium property, a property management company which holds itself out as the Person responsible for the maintenance of a premises, or the owner or operator of a Commercial Operation, as the case may require;~~

**"Person"** means any person, firm, partnership, association, corporation, company or organization of any kind.

**"Property"** means a parcel of land; an improvement, or; a parcel of land and the improvements to it.

**"Structure"** means a building or other thing erected or placed in, on, over or under land, whether or not it is so affixed to the land as to become transferred without special mention by a transfer or sale of the land.

**"Unightly Property"** property described in Section 3 of this Bylaw.

**"Village"** means the Village of Warner, a Municipal Corporation in the Province of Alberta, ~~or the geographical area contained within the boundaries of the Village of Warner, as the context may require.~~

**"Violation Tag"** ~~means a tag or similar document issued by the Village pursuant to the Act;~~

**"Violation Ticket"** means a ticket issued pursuant to Part ~~#2~~ or Part 3 of the Provincial Offences Procedures Act, RSA 2000, c P-34, as amended or repealed and replaced from time to time, and any Regulations thereto.

### 3. UNSIGHTLY PROPERTY

~~3.1. Unsightly Property is Property that, in the opinion of the Designated Officer, is detrimental to the surrounding area because of its unsightly condition, as defined at s. 546 of the Act.~~

~~3.2.3.1.~~

~~3.3.3.2.~~ Some factors which may be considered by a Designated Officer in determining whether property is Unsightly Property include the following:

~~3.3.1.3.2.1.~~ the presence of uncut grass or weeds;

**Commented [C2]:** As per the MGA "unsightly condition",  
(i) in respect of a structure, includes a structure whose exterior shows signs of significant physical deterioration, and  
(ii) in respect of land, includes land that shows signs of a serious disregard for general maintenance or upkeep.

**Commented [C3]:** Do you wish to put a length on this? i.e. longer than 20 cm?



~~3.2.2. the presence of trees, shrubs or other vegetation in such a manner that they interfere with the use of or obstruct visibility of street signage, sidewalks, roadway clearance, municipal works or public utilities;~~

~~3.3.2.3.2.3.~~ the presence of wrecked or dismantled vehicles, including vehicles that are inoperable and unregistered, unless they are enclosed in a structure or in a back yard out of public view. A maximum of 2 inoperable and/or unregistered vehicles may be on the ~~P~~roperty;

~~3.3.4.3.2.4.~~ the storage or accumulation of waste, litter, refuse (including but not limited to building materials, tires, boxes, scrap material), equipment, dilapidated furniture or appliances, machinery, parts or other similar materials or items;

~~3.3.4.3.2.5.~~ specific or general lack of repair or maintenance including but not limited to:

~~3.3.4.1.3.2.5.1.~~ significant deterioration of Improvements or portions of Improvements;

~~3.3.4.2.3.2.5.2.~~ broken or missing windows, siding, shingles, shutters, eaves or other building materials; or,

~~3.3.4.3.3.2.5.3.~~ significant fading, chipping or peeling of painted areas of improvements;

3.2.3 any property, improvement, structure, excavation or hole, which is dangerous to public safety or that constitutes a fire hazard because of its dangerous condition;

3.2.4 the location, zoning, use and visibility of property.

#### 4. GENERAL PROHIBITION

4.1. No Person being the Owner of any property or structure within the Village shall permit one's Property or structure to be or remain in a dangerous or unsightly condition.

#### 5. INSPECTION

5.1. A Designated Officer may inspect ~~Property in accordance with Section 542 of the Act~~ after giving reasonable written Notice to the Owner or Occupant of the land for the purposes of determining whether:

~~5.1.1. Property is Unsightly Property under this Bylaw because its unsightly condition is detrimental to the surrounding area; in accordance with s. 546 of the Act;~~

~~5.1.2.5.1.1.~~ there has been compliance with an Order issued under Section 6s.7 of this Bylaw;

~~5.1.3. there has been compliance with an Order issued in accordance with subsection 546(1)(c) of the Act.~~

5.2 The Village may apply to the Court of Queen's Bench to authorize inspection and enforcement in accordance with Sections 543 of the Act if a person refuses to allow or interferes with entry for inspection.

**Commented [C4]:** see bylaw493-04

"That the Village of Warner hereby is absolved of any liability for the care, maintenance or removal of any trees shrubs or structures on boulevards adjacent to any properties in the Village of Warner.

The care and maintenance is the sole responsibility of the adjacent landowner."

**Commented [C5]:** Where on the property? Side yard or back yard?

## 6. ORDER

- 6.1. If, in the opinion of a Designated Officer, Property is detrimental to the surrounding area because of its unsightly condition, the Designated Officer may issue a written Order ~~in accordance with subsection 546 (1) (c) of the Act~~ to the Owner or Occupant of the Property to improve the appearance of the Property in the manner specified within a period of seven (7) days from the date of the issuance of the Order.

## 7. REMEDY UNSIGHTLY CONDITION OF PROPERTY

- 7.1. If a ~~written~~ Order has been issued ~~under s. 7 of this Bylaw~~ and not complied with within the time period set out in that Order, the Village may take whatever actions or measures are necessary to:

7.1.1. deal with the unsightly condition of the Property ~~in accordance with s. 550 of the Act~~; and,

7.1.2. collect any unpaid costs or expenses incurred by the Village in accordance with the Act.

- 7.2 The costs and expenses of the actions or measures taken by the Village are charged in addition to any penalty imposed under this Bylaw.

## 8. REVIEW OF ORDERS

- ~~8.1.~~ A Person who receives an Order may by written notice within seven (7) days after the Order is received, request Council to review the Order ~~in accordance with subsection 547 (1) (b) of the Act.~~

~~8.2.~~ 8.1. After reviewing the Order, Council may confirm, vary, substitute or cancel the Order ~~in accordance with subsection 547 (2) of the Act.~~

## 9. APPEAL TO COURT

- 9.1. A Person affected by the decision of Council ~~under s. 10 of this Bylaw~~ may appeal to the Court of Queen's Bench in accordance with ~~s. Section~~ 548 of the Act.

## 10. OFFENCES AND PENALTIES

- 10.1. Any Person who ~~breaches any provision~~ is in non-compliance of this Bylaw is guilty of an offence, and upon summary conviction, shall be liable to the specified penalties set out at Schedule "A" of this Bylaw, as amended by resolution of Council from time to time.

- 10.2. Any Person who contravenes any provision of this Bylaw is guilty of an offence and liable:

10.2.1. a ~~Bylaw Enforcement Officer~~ Designated Officer is hereby authorized and empowered to issue a Violation ~~Tag~~ Ticket to any Person who the ~~Bylaw Enforcement Officer~~ Designated Officer has reasonable and probable grounds to believe has ~~contravened~~ any provision of this Bylaw.

- 10.3 A Violation ~~Tag~~ Ticket may be issued to such Person:

10.3.1 personally; or

10.3.2 by mailing a copy to such Person at his/her/their last known post office address; or

10.3.3 if being issued to a corporation by serving the Violation ~~Tag~~ Ticket personally upon the manager, secretary, receptionist or other officer or

Person ~~apparently~~ in charge at any premises of the corporation, or by mailing a copy to such corporation by registered mail.

10.4 The Violation ~~Tag~~Ticket shall state:

10.4.1 the name of the Person;

10.4.2 the municipal or legal description of the land on or near where the offence took place;

10.4.3 the offence;

10.4.4 the penalty for the offence as set out in ~~s. 42~~Schedule A of this Bylaw;

10.4.5 that the penalty shall be paid within seven (7) days of the issuance of the Violation ~~Tag~~Ticket; and

10.4.6 any other information as may be required by the Chief Administrative Officer or by the provisions of the Act.

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

10.6. Where the Violation ~~Tag~~Ticket is issued pursuant to this Bylaw, the Person to whom the Violation ~~Tag~~Ticket is issued may, in lieu of being prosecuted for the offence, pay to the Village the penalty specified on the Violation ~~Tag~~Ticket.

10.7. ~~Notwithstanding any provision of this Bylaw a Bylaw Enforcement Officer is hereby authorized and empowered, without having first issued a Violation Tag and at the Bylaw Enforcement Officer's discretion, to issue a Violation Ticket pursuant to Part II of the Provincial Offences Procedure Act RSA 2000, c P-34, to any Person who the Bylaw Enforcement Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.~~

~~10.8. A Violation Ticket issued pursuant to this Bylaw shall be issued in the form and manner specified by the Part 2 or Part 3 of the Provincial Offences Procedure Act RSA 2000, c P-34, to any Person who the Designated Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw, Provincial Offences Procedure Act RSA 2000, c P-34, and any regulations made there under.~~

11. **EMERGENCIES**

11.1 Despite any provisions of this Bylaw, in an emergency the Village may take whatever actions or measures necessary to eliminate the Emergency.

12. **RECOVERY OF COSTS**

12.1 The expenses and cost incurred by the Village to remedy the dangerous or unsightly property become the responsibility of the Owner. All unpaid amounts as of December 31<sup>st</sup> of the year the Order is given shall be placed on the tax roll of the property on which the remedial action was taken.

13. **SEVERABILITY**

13.1. It is the intention of Council that each separate provision of this Bylaw shall be deemed independent of all other provisions herein and it is the further intention of Council that if any provision of this Bylaw is declared invalid, all other provisions hereof shall remain valid and enforceable.

14. **REPEAL OF BYLAW**

14.1. That Bylaw No. ~~440-6530-11~~ and amendments thereto are hereby repealed.

**15. EFFECTIVE DATE**

15.1. This Bylaw shall take effect at the date of final passing thereof.

Read a first time this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Read a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Unanimous consent given for consideration for third reading this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Read a third ~~time~~ and finally ~~passed~~ time this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Tyler Lindsay  
Mayor

\_\_\_\_\_  
Kelly Lloyd  
Chief Administrative Officer

SIGNED by the Chief Elected Official and the Chief Administrative Officer this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

SCHEDULE 'A'

BYLAW NO. ~~530-44~~ 612-23  
Penalties

Offence  
Section ~~43~~ 10

First Offence by that Person

~~\$300.00~~

Subsequent Offence by that Person

\$500.00

Commented [C6]: Is this high enough? Raymond's is \$500 and \$750 respectively



## Request for Decision Bylaw 613-23 Dog Bylaw

---

### RECOMMENDATION

That Council give first reading to Dog Bylaw 613-23.

That Council give second reading to the Dog Bylaw 613-23.

That unanimous consent be given to Dog Bylaw 613-23, for consideration of third reading.

That Council give third and final reading to the Dog Bylaw 613-23.

### LEGISLATIVE AUTHORITY

Municipal Government Act

### BACKGROUND

Previously known as the Animal Control Bylaw (562-14), and last updated in 2020, is in front of Council for discussion and potential approval.

The previous bylaw, along with Bylaw 543-13 were both referred to as an Animal Control Bylaw, causing some confusion. Bylaw 562-14 relates specifically to dog control and Bylaw 543-13 relates to other animals within the Village.

Bylaw 613-23 also has been revised to include a Dog Fancier's License, which encompasses an owner who owns more than one or two dogs, as well as to accommodate any potential breeders in the Village.

### RISKS/CONSEQUENCES

1. Council may provide further direction on any item contained in the Bylaw. Council shall be specific in the direction it provides.
2. Council may, at their discretion, choose to consolidate the Dog Bylaw and the Animal Bylaw into one bylaw.

### FINANCIAL CONSIDERATIONS

None

### ATTACHMENTS

1. Dog Bylaw 613-23

**VILLAGE OF WARNER**  
**BYLAW NO. 613-23**  
**~~ANIMAL CONTROL BYLAW~~**

**A BYLAW OF THE VILLAGE OF WARNER IN THE PROVINCE OF ALBERTA, FOR THE PURPOSE OF REGULATING AND CONTROLLING DOGS.**

WHEREAS, Sections 7 and 8 of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, as amended or repealed and replaced from time to time, authorize the Village of Warner Council to pass ~~bylaw~~Bylaws to license and regulate Dogs and activities in relation to them;

AND WHEREAS the Village of Warner Council deems it advisable to adopt such a ~~bylaw~~Bylaw;

NOW THEREFORE the Village of Warner Council, duly assembled, enacts as follows:

**1. TITLE**

1.1. This Bylaw may be cited as the "~~Animal Control~~Dog Bylaw".

**2. DEFINITIONS**

2.1. For the purpose of interpreting this Bylaw, the following terms have the following defined meanings:

"Animal" means any Domestic Animal including Dogs;

"Animal Shelter" means the facility or facilities designated by the Village from time to time as a facility for the impoundment and care of Animals subject to this Bylaw;

~~"Peace Officer" means a member of the Royal Canadian Mounted Police, a sworn member of a municipal police service or a person appointed under the Peace Officer Act of Alberta~~

~~"Chief Administrative Officer" or "CAO" means the Chief Administrative Officer of the Village appointed by Council in accordance with the provisions of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26;~~

"Communicable Disease" means any disease or illness which may be transferred from one Animal to another Animal or person through direct or indirect contact;

"Controlled Confinement" means when a Dog is confined in a pen, cage, building or other structure or securely tethered in a manner that will not allow the Dog to physically harm any Person or Animal;

"Council" means the Council of the Village of Warner;

~~"Designated Officer" means the Chief Administrative Officer, Bylaw Enforcement Officer, RCMP Officer, Peace Officer, and/or Fire Chief of the Village of Warner or their duly authorized assistants.~~

"Dog" means a member of any domesticated canine species, including male, female, spayed, neutered and intact members;

~~"Dog Fancier's License" means a license issued by the Village to a person authorizing that person to own more than two (2) dogs in accordance with Section 6 of this Bylaw;~~

"Domestic Animal" means any animal kept by a Person for domestic purposes or as a household pet including but not limited to Dogs, Cats, rabbits, ferrets, cows, horses, sheep, goats and pigs;

"Guide Dog" means a dog as defined in the Blind Persons Rights Act, Revised Statutes of Alberta 2000, Chapter B-3, specifically, a dog trained as a guide for a blind person and having the qualifications prescribed by the regulations.

"License" means a Dog License issued under this Bylaw in accordance with Section 5 of the Bylaw;

"Motor Vehicle" means a motor vehicle as defined in the *Traffic Safety Act*, R.S.A. 2000, Chapter T-6, as amended or repealed and replaced from time to time;

"Owner" means any Person:

- a. who has the care, charge, custody, Possession or control of the Domestic Animal;
- b. who owns or claims a proprietary interest in the Domestic Animal;
- c. who harbours, suffers, or permits a Domestic Animal to be present on any property owned or under their/his/her control, or
- d. who claims and receives a Domestic Animal from the custody of the Animal Shelter or a ~~Bylaw Enforcement Officer~~ Designated Officer.

"Notice" means official communication from the Village.

"Park" means a public space owned or controlled by the Village and used by the public for rest, recreation, exercise, pleasure, amusement, or enjoyment and includes the following areas:

- a. Playgrounds,
- b. Cemeteries,
- c. School yards,
- d. Sports fields, and
- e. Golf courses.

"Person" means any individual or corporate body;

"Possession" means a Person who:

- a. has physical or effective control of a Dog; or
- b. has transferred physical or effective control of a Dog to another person for the purpose of allowing that person to exercise control over that Dog for a limited period of time;

"Property Owner" means a Person having a legal or equitable interest in any land, building or structure within the Village, including any resident, tenant or occupier of such land or building;

"Public Nuisance" includes the following activities:

- a. biting a Person or Animal,
- b. Running At Large,
- c. chasing any Person, Animal, Motor Vehicle or bicycle,
- d. barking, howling or otherwise disturbing any Person,
- e. causing damage to property,
- f. upsetting waste receptacles or scattering the contents thereof,
- g. leaving a Dog unattended in or on a Motor Vehicle in a manner in which the Dog has access to Persons or Animals located outside the Motor Vehicle, or



- h. being left unattended, whether tied up or otherwise, in any area where the public has access.

"Public Property" means property owned by or under the control and management of the Village and contained within the boundaries of the Village;

"Registered Veterinarian" means a registered Veterinarian as defined in the *Veterinary Profession Act*, R.S.A. 2000, Chapter V-2;

"Restraining Device" means any leash or other restraining system capable of allowing the Owner to maintain adequate control of the attached Dog and preventing the Dog from chasing or biting Animals or Persons, or if located on the property of the Owner, capable of retaining the Dog within the boundaries of the Owner's property;

"Running At Large" means a Dog that is off the premises of the Owner's property without being on a Restraining Device, confined or otherwise under immediate, effective and continuous control of a competent and responsible Person;

"Secure Enclosure" means a building, cage, fenced area or other enclosure for the retaining of a Dog and which prohibits the Dog from jumping, climbing, digging or using any other means to exit the enclosure, and which is capable of prohibiting the entry of young children into the enclosure, and which conforms with the following minimum requirements:

- a. The Secure Enclosure shall have secure sides and a secure top. If the Secure Enclosure has no bottom secured to the sides, the sides of the Secure Enclosure must be embedded in the ground to a minimum depth of one (1) foot;
- b. The Secure Enclosure must provide the Dog with adequate shelter from the elements including heat, cold, sun, rain, and wind;
- c. The Secure Enclosure must be not less than 1.5 meters wide by 3.0 meters long and a minimum of 1.5 meters in height; and
- d. The Secure Enclosure must be located not less than 1.0 meter away from the property line and not less than 5 meters away from a dwelling unit of any adjacent property;

"Serious Wound" means an injury resulting from a Dog which causes a breaking of the skin or the flesh to be torn;

"Service Dog" has the meaning as defined in the Service Dogs Act, SA 2007, C.S 7.5, specifically a dog trained as a guide for a disabled person and having the qualifications prescribed the regulations.

"Tag" means a tag issued by the Village office showing that the Dog License has been paid for the dog wearing the Tag for the year that the Tag was issued;

"Village" means the Village of Warner and its jurisdictional boundaries;

"Vicious Dog" means:

- a. any Dog which has, without provocation, chased, attacked, or bitten an Animal or Person;
- b. any Dog which has, without provocation, inflicted a Serious Wound upon an Animal or Person, but shall not include an Dog that has inflicted a Serious Wound upon a trespasser on the property of the Dog's Owner or any property controlled by the Dog's Owner; or

- c. a Dog which has been the subject of an order or direction of a Justice, pursuant to the *Dangerous Dogs Act*, R.S.A. 2000, Chapter D-3, as amended or repealed and replaced from time to time;

"Vicious Dog License" means a license issued with respect to a Vicious Dog under this Bylaw;

~~"Violation Tag" means a tag or similar document issued by the Village pursuant to the *Municipal Government Act*, R.S.A. 2000, c.M-26 as amended; and~~

"Violation Ticket" means a ticket issued pursuant to Part 2 of the *Provincial Offences Procedure Act*, R.S.A. 2000, Chapter P-34, as amended, or repealed and replaced from time to time, and any Regulations thereunder.

### 3. OFFENCES

~~3.1. Any Person who violates any provision of this Bylaw has committed an offence.~~

~~3.2.3.1.~~ No Person shall own or keep any Dog over the age of six (6) months within the ~~Town~~Village unless the Dog is licensed in accordance with this Bylaw.

Commented [C1]: Do you wish to lower to 8 weeks?

~~3.3.1.1. No Person shall tease, torment or provoke a Dog.~~

~~3.4. No Owner shall allow his/her Dog to be a Public Nuisance.~~

~~3.5.1.1. No Person shall trap or bait a Dog.~~

~~3.6.3.2.~~ No Person shall:

~~3.2.1. No Person shall tease, torment or provoke a Dog.~~

~~3.2.2. No Person shall trap or bait a Dog.~~

~~3.6.4.3.2.3.~~ Untie a Dog which has been tied, or

~~3.6.2.3.2.4.~~ Open a gate, door or other opening in a fence or enclosure in which a Dog is confined, thereby permitting the Dog to be Running At Large.

3.7 An Owner is guilty of an offence under this Bylaw if ~~his/her~~their Dog:

- 3.7.1 Barks, howls or otherwise makes such noise as to disturb the quiet or repose of any individual;
- 3.7.2 Bites, attacks or threatens any individual or Domestic Animal;
- 3.7.3 Chases a Motor Vehicle, bicycle, or an individual walking or running;
- 3.7.4 Chases, kills, attacks, injures, or otherwise harasses other Domestic Animals;
- 3.7.5 Causes damage to Public Property or private property within the Village;
- 3.7.6 Is Running At Large; or
- 3.7.7 Otherwise constitutes a Public Nuisance.

3.8 Where a Dog has defecated on any private property or Public Property within the Village other than the property of the Dog's Owner, the Owner shall be required to remove such defecation immediately, and failure to do so constitutes an offence under this Bylaw.

3.9 No Person shall allow an unreasonable amount of Dog feces, as determined by the ~~Bylaw Enforcement Officer~~Designated Officer in ~~his/her~~their sole discretion, to accumulate on property which that Person owns or occupies.

3.10 Any Person who interferes with, prohibits, or otherwise impedes a ~~Bylaw Enforcement Officer~~Designated Officer in the performance of the Officer's duties under this Bylaw including but not limited to, is guilty of an offence under this Bylaw.:

3.10.1 Inducing a Dog into a building or other place where it may escape from being seized, or otherwise assist the Dog from being seized by a ~~Bylaw Enforcement Officer~~Designated Officer;

3.10.2 Falsely represent ~~themselves~~him or herself as being in charge or control of a Dog for the purposes of establishing that the Dog is not Running ~~a~~At Large; or

3.10.3 Removing or attempting to remove any Dog from the Possession of the ~~Bylaw Enforcement Officer~~Designated Officer or any of ~~his/her~~their designates.

~~is guilty of an offence under this Bylaw.~~

3.11 An Owner of a Dog that is suffering from a Communicable Disease:

3.11.1 shall not permit the Dog to be in any public place,

3.11.2 shall not permit the Dog to have contact with or be in proximity to any other Animal which is free of such ~~C~~eommunicable ~~D~~eisease,

3.11.3 shall keep the Dog in a Secure Enclosure,

3.11.4 shall immediately report the matter to a Registered Veterinarian, and

3.11.5 shall adhere to the directions of the Registered Veterinarian.

3.12 An Owner of a Dog who is in season must keep the Dog confined and controlled in such a manner throughout the Dog's season such that the Dog does not escape the Owner's property or otherwise present an attraction to other Dogs which are located off of the Owner's property.

3.13 No Owner shall permit ~~his/her~~their Dog to enter or remain in a Park at any time unless the area is designated by the Village as being an area where Dogs are permitted.

#### 4. VICIOUS DOGS

4.1. No Person shall own, nor have, the physical care, Possession or control of a Vicious Dog within the Village unless that Person is not less than 18 years of age and is physically and mentally capable of maintaining control of the Dog.

4.2. An Owner of a Vicious Dog shall:

4.2.1. Notify the Village that ~~he/she/they~~owns a Vicious Dog,

4.2.2. Ensure that the Dog remains, at all times while on the property of the Owner, confined to a Secure Enclosure,

4.2.3. Ensure that at any time that the Dog is not on the property of the Owner, the Dog is secured by a Restraining Device which does not exceed 1.0 ~~meter~~metre in length and which is sufficient to control the Dog, and the Dog is under the physical control of the Owner or person in possession of the Dog with the Owner's consent,

4.2.4. Ensure that any time that the Dog is not on the property of the Owner, that the Dog is wearing a properly fitted muzzle that permits adequate ventilation for the Dog while remaining securely fastened on the Dog,

4.2.5. Ensure that at no time while the Dog is in a Motor Vehicle, the Dog has access to Persons or Domestic Animals which are outside the Motor Vehicle, while ensuring that, at all times, the Dog has adequate ventilation and temperature control within the Motor Vehicle,

- 4.2.6. Ensure that at no time is the Dog transported unsecured in a Motor Vehicle or transported outside of the cab of a Motor Vehicle unless the Dog is being transported in accordance with Section 6.1.2(a)(b) or (c) of this Bylaw,
- 4.2.7. Provide to the ~~Town~~Village proof that a policy of liability insurance is in force and provides third party liability coverage in a form satisfactory to the ~~Town~~Village and in a minimum coverage amount of \$500,000.00 for any injuries which may be caused by the Dog,
- 4.2.8. Ensures that the insurance policy contains a provision requiring the insurer to immediately notify the ~~Town~~Village in writing in the event that the policy expires, is cancelled or is terminated, and
- 4.2.9. Prominently displays, at the front and rear entrances to the Owner's property, a sign stating "Beware of Dog".
- 4.3 If an Owner has any reason to believe that ~~his/her~~their Dog may be a Vicious Dog, ~~they/he/she~~ shall keep the Dog in accordance with the provisions of this Section unless and until the Village's ~~Bylaw Enforcement Officer~~Designated Officer has determined that the Dog is not a Vicious Dog and has so advised the Owner in writing.
- 4.4 If the Village's ~~Bylaw Enforcement Officer~~Designated Officer has reasonable grounds to believe that a Dog is a Vicious Dog, either through personal observation or after an investigation initiated by a complaint about the Dog, the ~~Bylaw Enforcement Officer~~Designated Officer may, in writing:
- 4.4.1 Notify the Owner that the Dog is deemed to be a Vicious Dog, and
- 4.4.2 Require the Owner to comply with all provisions of this Bylaw with respect to Vicious Dogs immediately.
- 4.5 A Notice under Section 4.4 shall include a summary of the applicable Bylaw provisions governing Vicious Animals.
- 4.6 Notice given under Section 4.4 will be deemed served upon actual personal service of the Notice upon the Owner or after five (5) days from mailing via ~~regular~~ mail to the Owner's address as it appears on the Village's tax roll.
- 4.7 A Person who has been served with a Notice in accordance with Section 4.4 may appeal the Notice to the Council by filing a written notice of appeal with the CAO within seven (7) days of being served with the Notice under Section 4.4. The appeal will be heard by Council within 30 days of receiving the notice of appeal.
- 4.8 Until such time as Council hears and upholds the appeal, the Dog must be treated in accordance with Vicious Dog provisions under this Bylaw.
- 4.9 The Owner of a Vicious Dog shall apply for a Vicious Dog License under this Bylaw within 7 days of the Dog being declared a Vicious Dog.
- 4.10 Where the Owner of a Vicious Dog is guilty of an offence under this Bylaw, the minimum penalties for Vicious Dogs set out in Schedule "B" shall apply.
- 4.11 Nothing contained within this Bylaw shall prevent the ~~Town~~Village from making application to the Court for an Order to destroy a Dog in accordance with the *Dangerous Dogs Act*, R.S.A. 2000, Chapter D-3 as amended, or repealed and replaced from time

Commented [KL2]: Registered mail?

to time or taking such other steps with respect to the seizure, impoundment, control or destruction of a Dog as may be available to the Village ~~at law~~.

4.12 The Owner of a Vicious Dog shall immediately advise the ~~Village and Bylaw Enforcement Officer~~ Designated Officer if the Vicious Dog is sold, gifted, transferred or dies.

## 5. LICENSING

5.1. The maximum number of Dogs over the age ~~of six (6) months~~ which can be kept in any ~~single family~~ single-family dwelling or on any lot, parcel or other property in the Village is two (2).

Commented [C3]: Or 8 weeks?

5.2 An Owner who resides within the Village ~~who and~~ owns a Dog that is over the age of six (6) months shall apply for a License ~~within fifteen (15) days of acquiring ownership of the Dog or taking up residence in the Village~~.

as set out within this Section by paying the applicable fee as set out in Schedule "A" to this Bylaw, and providing:

- 5.1.1. The name, phone number, and street address of the Owner;
- 5.1.2. The name and description of the Dog to be licensed including any identifying tattoo or microchip;
- 5.1.3. The breed or breeds of the Dog to be licensed; and
- 5.1.4. such other relevant and necessary information as may be required by the CAO in respect of the application;

~~within fifteen (15) days of acquiring ownership of the Dog or taking up residence in the Village.~~

The Village shall keep a record of the name, address and phone number of each Owner, and the name, description, breed, color and sex of each Licensed Dog, together with the date of registration of the Dog, the number on the Tag and the amount of the fee paid.

5.3 A Dog License under this Bylaw must be renewed on an annual basis, by paying the applicable License fee to the Village Office prior to January 31st in each year. Any Person who fails to renew a License within this time limit is guilty of an offence.

5.4 An Owner of an ~~u~~Unlicensed Dog is guilty of an offence under this Bylaw.

5.5 No Person shall give false information when applying for a License, including but not limited to a Vicious Dog License.

5.6 Upon payment of the required ~~L~~icense fee, and providing the information set out in Section 5.2 herein, the Owner will be supplied with a Tag having a number which will remain registered to that Dog year to year;

5.7 Where a Dog under the age of six (6) months is found Running At Large, the ~~Bylaw Enforcement Officer~~ Designated Officer may require the Owner of the Dog to purchase a License for the Dog.

5.8 The Owner shall ensure that any Dog owned by ~~him/her~~ them is wearing its Tag, which is to be securely fastened on the Dog's collar any time the Dog is off the Owner's property.

5.9 Upon losing a Tag, the Owner of the Dog shall present the receipt of payment for the current year's License to the Village and a replacement Tag shall be issued to the Owner for a fee of half the price of the original tag.

5.10 An Owner of a Vicious Dog shall obtain a Vicious Dog License on an annual basis and pay the annual fee prescribed for the Vicious Dog License as ~~s~~Set out in Schedule "A" of this Bylaw.

5.11 Upon payment of the required License fee, and providing the information set out in Section 5.10 herein, the Owner will be supplied with a Vicious Dog Tag having a number which will remain registered to that Dog year to year;

5.12 The Owner of a Vicious Dog shall ensure that any Vicious Dog owned by ~~him/her/them~~ is wearing the Vicious Dog Tag which is to be securely fastened on the Dog's collar any time the Dog is off the Owner's property.

5.13 No Owner shall transfer or allow to be transferred any License or Tag from the Dog for which the License or Tag was assigned or purchased, to any other Dog.

5.14 No Person shall be entitled to a rebate or refund of a fee paid for the issuance of a License, Tag, Vicious Dog License or Vicious Dog Tag under this Bylaw.

~~5.155.0 The Village shall keep a record of the name, address and phone number of each Owner, and the name, description, breed, color and sex of each Licensed Dog, together with the date of registration of the Dog, the number on the Tag and the amount of the fee paid.~~

## 6. DOG FANCIER'S LICENSE

6.1. An Owner who is 18 years of age or older, and who owns or rents the Property where the Dogs will be kept may apply to the CAO or their designate for a Dog Fancier's License which will permit up to a maximum of four (4) Dogs to be kept on the Owner's Property.

Commented [KL4]: Is this the number council wishes to set?

6.2. In order to apply for a Dog Fancier's License, the Owner must complete a Dog Fancier's License application form attached in Schedule "D"C to this Bylaw and submit the completed application form, together with the applicable application fee, to the CAO or designate.

6.3. Within thirty (30) days of receiving a completed Dog Fancier's application, the CAO or designate shall consider the Dog Fancier's application, and may, in its sole and absolute discretion:

6.3.1. Refuse the application for the Dog Fancier's License;

6.3.2. Grant a Dog Fancier's License; or

6.3.3. Grant a Dog Fancier's License upon such terms and conditions as they deem appropriate.

6.4 A Dog Fancier's License shall not be transferable to any other Owner, property or Dogs described in the application.

- 6.5 The CAO or designate may revoke a Dog Fancier's License at any time if the Owner of the Dogs is in breach of this Bylaw or any terms and conditions of the Dog Fancier's License.
- 6.6 If the Dog Fancier's License is revoked, no refund of the Dog Fancier's License fee or application shall be made.
- 6.7 The Owner shall pay an Annual Dog Fancier's License fee as established under this Bylaw by January 31 of each year or the Dog Fancier's License will become void and invalid.
- 6.8 The Dog Fancier's License is only applicable to the Dogs listed in the application form and approved by the CAO or designate. If the Owner wants to bring any additional or different Dogs onto the property, the Owner must make a new Dog Fancier's License application with applicable fee.

## **7. POWERS AND DUTIES OF A ~~BYLAW ENFORCEMENT OFFICER~~ DESIGNATED OFFICER**

- 7.1. An ~~Bylaw Enforcement Officer~~ Designated Officer is an ~~designated~~ officer of the ~~Town~~Village for the purposes of carrying out inspections, investigations and enforcement of this Bylaw and, in addition to any other powers or authority granted under this Bylaw or other enactment, is authorized to:
- 7.1.1. capture including baiting and trapping if required, and impound in an authorized Animal Shelter any Dog that is Running At Large or any Dog which has bitten a Person;
- 7.1.2. to take any reasonable measures necessary to subdue any Dog, including the use of tranquilizer equipment and materials;
- 7.1.3. to enter onto lands surrounding any building in pursuit of an Dog ~~or Cat~~ while that Dog is Running At Large; and
- 7.1.4. if a Dog is in distress, whether or not as a result of enforcement actions taken pursuant to this Bylaw, to take the Dog to a Registered Veterinarian for treatment and, once treated, to transfer the Dog to the Animal Shelter.
- 7.2 All costs and expenses incurred by the ~~Town~~Village as a result of veterinary treatment pursuant to Section 7.1 above shall be recoverable from the Owner of the Dog as a lawful debt owed to the ~~Town~~Village.
- 7.3 No action shall be taken against any person, including a ~~Bylaw Enforcement Officer~~ Designated Officer, acting under the authority of this Bylaw for damages for destruction or other disposal of any Dog.

## **8. IMPOUNDING DOGS**

- 8.1. Dogs impounded in the Animal Shelter shall be kept for a period of at least 72 hours. In the calculation of the 72-hour period, Sundays, Statutory Holidays and days that the Animal Shelter is not open shall not be included.
- 8.2. Where a Dog that has been impounded bears obvious identification tattoos, brands, marks, tags or licenses, the Dog must be kept by the Animal Shelter a minimum of 10 days from the date the Dog was impounded. In the calculation of the 10 day period, Sundays, Statutory Holidays and days that the Animal Shelter is not open shall not be included.

8.3. Where the Owner of a Dog has been notified that the Dog has been impounded in accordance with Section 8.4, the Dog must be kept by the Animal Shelter a minimum of 5 days from the date that the Owner received the Notice. In the calculation of the 5 day period, Sundays, Statutory Holidays and days that the Animal Shelter is not open shall not be included.

8.4. If the ~~Bylaw Enforcement Officer~~ Designated Officer knows or can ascertain the name of the Owner of any impounded Dog, ~~he/she/they~~ shall serve the Owner with a copy of the Notice in Schedule "DC" of this Bylaw, either personally or by leaving it at the Owner's property, or by mailing the Notice to the last known address of the Owner. The Owner to whom a Notice is mailed under this Section is deemed to have received the Notice within seven (7) days from the time that the Notice is delivered or mailed.

8.5. During the period established in Sections 8.1, 8.2 and 8.3 above, the Dog may be redeemed by its Owner, except as otherwise provided in this Bylaw, upon payment to the Village or its authorized agent ~~of, to~~ The Owner shall provide proof of ownership of the Dog at the time of redeeming the Dog.

8.5.1. the impoundment fee as established at Schedule "A" of this Bylaw; and

8.5.2. the cost of any veterinary treatment provided in respect of the Dog pursuant to this Bylaw, or the *Animal Protection Act*, R.S.A. 2000, Chapter A-41, as amended, or repealed and replaced from time to time.

8.6 At the expiration of the time period established at Sections 8.1, 8.2 and 8.3 above, whichever is applicable, the Council or its designate is authorized to:

8.6.1 Allow the dog to be redeemed by its Owner in accordance with the provisions of Section 8.5; or

8.6.2 offer the Dog for sale or as a gift; or

8.6.3 continue to impound the Dog for an indefinite period of time or for such further period of time as the ~~Bylaw Enforcement Officer~~ Designated Officer, in ~~his or her~~ their discretion, may decide; or

8.6.4 destroy the dog in a humane manner.

8.7 Proceeds of the sale of a Dog shall be distributed in accordance with the priorities set by Section 7 of the *Animal Protection Act*, R.S.A. 2000, c. A-41, as amended or repealed and replaced from time to time.

8.8 When an ~~Bylaw Enforcement Officer~~ Designated Officer exercises ~~his or her~~ their authority under Section 7.1 ~~4(d)~~ to take a Dog in distress into custody, ~~he/she/they~~ shall leave a written Notice at the location from which the Dog was removed advising of the reason the Dog was taken into possession, the location at which the Dog can be reclaimed, and the process for reclaiming the Dog. The ~~Bylaw Enforcement Officer~~ Designated Officer shall also make all reasonable effort to contact the Owner of the Dog, if known, to advise of the removal of the Dog and the process for recovering it.

## 9. PENALTIES

9.1. Any person who contravenes any provision of this Bylaw is guilty of an offence and is liable to a penalty not less than the minimum penalty set out in Schedule "B" herein.

9.2. Notwithstanding Section 9.1 of this Bylaw, any Person who commits a second or subsequent offence under this Bylaw within one (1) year of committing a first offence



under this Bylaw, will be liable to not less than double the minimum penalty as set out in Schedule "B" of this Bylaw.

## 10. VIOLATION TICKETS

- 10.1. Where a ~~Bylaw Enforcement Officer~~Designated Officer has reasonable grounds to believe that a provision of this Bylaw has been contravened, that ~~Bylaw Enforcement Officer~~Designated Officer is authorized and empowered to issue a ~~Violation Tag~~Violation Ticket to any person who the ~~Bylaw Enforcement Officer~~Designated Officer has reasonable grounds to believe is responsible for the contravention.
- 10.2. A ~~Violation Tag~~Violation Ticket issued pursuant to this Bylaw shall be in a form approved by the CAO and may be delivered to the Person reasonably believed to have contravened this Bylaw by means of actual service upon the person or by mailing a copy to the Person at ~~his/her~~their address as it appears on the tax roll.
- 10.3. Where a ~~Violation Tag~~Violation Ticket is issued pursuant to this Bylaw, the Person to whom the ~~Violation Tag~~Violation Ticket is issued may, in lieu of being prosecuted for the offence, pay to the Village, the penalty specified on the ~~Violation Tag~~Violation Ticket within seven (7) business days if delivered by actual service to the person and within fourteen (14) business days if served by mail.
- 10.4. Where a ~~Violation Tag~~Violation Ticket has been issued and the specified penalty not paid within the prescribed time, the right of the Person named on the ~~Violation Tag~~Violation Ticket to pay the penalty in ~~lieu~~ of prosecution shall expire and the ~~Bylaw Enforcement Officer~~Designated Officer is authorized to issue a Violation Ticket pursuant to Part 2 and Part 3 of the Provincial Offences Procedure Act R.S.A. 2000, c. P-34, as amended or repealed and replaced from time to time, to any person that the ~~Bylaw Enforcement Officer~~Designated Officer has reasonable ground to believe contravened a provision of this Bylaw.
- 10.5. Notwithstanding Section 10.4, a ~~Bylaw Enforcement Officer~~Designated Officer is hereby authorized and empowered to immediately issue a Violation Ticket to any Person whom the ~~Bylaw Enforcement Officer~~Designated Officer has reasonable grounds to believe has contravened or is responsible for a contravention of any provision of this Bylaw regardless of whether a ~~Violation Tag~~Violation Ticket has been first issued. Nothing in this Bylaw shall prevent a ~~Bylaw Enforcement Officer~~Designated Officer from immediately issuing a Violation Ticket.
- 10.6. The specified penalty payable in respect of a contravention of a provision of this Bylaw is the amount provided for in Schedule "B" of this Bylaw in respect of that provision.
- 10.7. Where any Person contravenes the same provision of this Bylaw twice within one TWELVE (12) month period, the specified penalty payable in respect of the second such contravention shall be double the amount provided for in Schedule "B" of this Bylaw.
- 10.8. Where any Person contravenes the same provision of this Bylaw three or more times within one TWELVE (12) month period, the specified penalty payable in respect of the third and subsequent such contravention shall be triple the amount provided for in Schedule "B" of this Bylaw.

Commented [KL5]: Triple based on first or second offence?

## 11. GENERAL PROVISIONS

11.1. Should any provision of this Bylaw be determined invalid, then the invalid provision shall be severed and the remaining Bylaw shall be maintained.

~~11.2. Bylaws 5, 443.93, and 562.14~~ 513-09 are hereby repealed. ~~upon third reading of this Bylaw 562-14~~

~~11.3.11.2.~~ This Bylaw shall come into effect upon third and final reading thereof.

Read a first time this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Read a second time this \_\_\_\_ day of \_\_\_\_\_, 2023

Read a third ~~time~~ and finally ~~passed~~ this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Mayor

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

SIGNED by the Chief Elected Official and the Chief Administrative Officer this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Schedule "A"**

**FEES**

**ANNUAL DOG LICENSE FEES**

<b>Altered (spayed or neutered) Dog</b>	<b>\$15.00</b>
<b>Unaltered Dog</b>	<b>\$25.00</b>
<b>Vicious Dog</b>	<b>\$100.00</b>

**Replacement Tag** Half the price of the original license

**POUND FEES – Are set by: Ridge Regional Public Safety Services**

### Schedule “B”

## PENALTIES AND FEES

### Minimum Penalties

		VIOLATION TICKET	
SECTION	OFFENCE	First Offence	Second Offence
3.21; 5.4	Unlicensed Dog	\$200.00	\$250.00
3.2.13	Teasing, tormenting or provoking	\$100.00	\$150.00
3.7.64	Running At Large	\$100.00	\$150.00
3.2.25	Bait or Trap Animal	\$100.00	\$150.00
3.2.36	Untie Animal or Open Gate	\$100.00	\$150.00
3.7.17(a)	Barking, Howling or Disturbing	\$100.00	\$150.00
3.7.27(b)	Biting or Injuring a Person or Domestic Animal	\$300.00	\$350.00
3.7.3(e)	Chasing Person, Motor Vehicle, Bicycle	\$200.00	\$250.00
3.7.4(d)	Chasing or harassing a Domestic Animal	\$200.00	\$250.00
3.7.4(d)	Killing, attacking or injuring a Domestic Animal	\$300.00	\$350.00
3.7.5(e)	Damage to property	\$100.00	\$150.00
3.7.7(f)	Public Nuisance	\$100.00	\$150.00
3.8; 3.9	Defecation	\$200.00	\$250.00
3.10	Obstruction or Interference	\$500.00	\$550.00
3.11	Communicable Disease	\$100.00	\$150.00
3.12	Failure to keep Dog in season confined	\$100.00	\$150.00
3.13	Dog in Park	\$100.00	\$150.00
4	Failure to comply with Section 4	\$200.00	\$250.00
5.1	Exceeding permitted number	\$200.00	\$250.00
5.13	Transferring License	\$100.00	\$150.00
5.8	Dog not wearing Tag	\$50.00	\$75.00
5.5	Providing False Information	\$500.00	\$550.00
6	Failure to comply with Section 6	\$200.00	\$250.00
		VIOLATION TICKET	
Minimum Penalties for Vicious Dogs		First Offence	Second Offence
5.10	Unlicensed Dog	\$1,000.00	\$1,500.00
5.12	Not wearing Vicious Dog Tag	\$100.00	\$200.00
3.4	Dog Running At Large	\$1,000.00	\$1,500.00
3.7.1(a)	Barking, Howling or Disturbing	\$500.00	\$600.00
3.7.2(b)	Biting or Injuring a Person	\$1,500.00	\$2,000.00
3.7.3(e)	Chasing Person, Motor Vehicle, Bicycle	\$1,500.00	\$2,000.00
3.7.4(d)	Chasing or harassing a Domestic Animal	\$1,000.00	\$1,500.00
3.7.4(d)	Killing, attacking or injuring a Domestic Animal	\$1,500.00	\$2,000.00
3.7.5(e)	Damage to property	\$1,000.00	\$1,500.00
3.7.7(g)	Nuisance	\$1,000.00	\$1,500.00
3.10	Obstruction or Interference	\$500.00	\$750.00
3.11	Failure to comply with Communicable Disease provisions	\$500.00	\$750.00

4.1	Failure to keep Vicious Dog under control of responsible adult person	\$1,000.00	\$1,500.00
4.2.1(a)	Failure to notify <del>Town</del> Village of Vicious Dog	\$1,000.00	\$1,500.00
4.2.2(b)	Failure to keep Vicious Dog in Secure Enclosure	\$1,000.00	\$1,500.00
4.2.3(e)	Failure to keep Vicious Dog under Control	\$1,000.00	\$1,500.00
4.2.4(d)	Failure to keep Vicious Dog properly muzzled	\$1,000.00	\$1,500.00
4.2.5(e)	Failure to keep Vicious Dog restrained in Motor Vehicle	\$1,000.00	\$1,500.00
4.2.6(f)	Transporting Vicious Dog outside passenger cab of Motor Vehicle	\$1,000.00	\$1,500.00
4.2.7(g)	Failure to provide proof of insurance	\$1,000.00	\$1,500.00
4.2.8(h)	Failure to include notification provision	\$1,000.00	\$1,500.00
4.2.9(i)	Failure to provide proper signage	\$1,000.00	\$1,500.00
4.9.222	Failure to tattoo or microchip	\$1,000.00	\$1,500.00
4.940	Failure to apply for Vicious Dog License	\$1,000.00	\$1,500.00
4.123	Failure to notify <del>Town</del> Village if Vicious Dog sold, gifted, transferred or dies	\$250.00	\$300.00
5.5	Providing False Information	\$500.00	\$750.00
5.344	No License	\$1,000.00	\$1,500.00
5.13	Transferring License	\$1,000.00	\$1,500.00
56	Failure to comply with Section 56	\$1,000.00	\$1,500.00

Commented [C6]: The bylaw is silent on stating the animal must be tattooed or microchipped

Schedule "C"

NOTICE OF VIOLATION AND IMPOUND

[Date]

[Owner name and address]

You are hereby notified that a Dog bearing Dog License No. \_\_\_\_\_ for 20\_\_\_\_, registered under the above name and address, was impounded by the Village of Warner on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the following reasons:

[Description of reasons for impounding the Dog]

You may claim the Dog and pay all impoundment charges at [Set out address of Animal Shelter] at any time between [Set out hours of operation and days of week that Shelter is open].

Unless said Dog is claimed and all impoundment charges are fully paid on or before the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Dog will be sold, destroyed, or otherwise disposed of pursuant to Bylaw \_\_\_\_\_.

\_\_\_\_\_  
[Printed Name and Signature]

Village of Warner ~~Bylaw Enforcement Officer~~ Designated Officer

**Schedule D: Dog Fancier's License Application Form**

Proposed License Holder's Name(s)

Property Address

Legal Description      Lot      Block      Plan

This application is limited to the following Dogs

<u>Name</u>	<u>Breed</u>	<u>Tattoo or Microchip</u>	<u>Registration Number</u>
<u>1.</u>			
<u>2.</u>			
<u>3.</u>			
<u>4.</u>			

A copy of the applicable registration papers for the Dogs must accompany the Application.

The Dogs will be housed in the following manner (i.e., are the Dogs going to be kept in the house or another building on the property; what access to the outside will the Dogs have; how much time will the Dogs spend outside every day).

The following provisions will be undertaken to minimize and control any noise caused by the Dogs:

The following provisions will be undertaken to remove all waste caused by the Dogs:

**Commented [C7]:** Isn't this redundant as the Bylaw stipulates what they can do

Other Conditions:

I certify that:

- A) I am 18 years of age or older
- B) I own or rent the Property where the Dogs will be kept
- C) I am the proposed License Holder
- D) I am the Owner of the listed Dogs
- A)E) All the information in this Application is true

Dated this      day of      , 20 .

Applicants Printed Name

Applicants ~~Signature~~ Signature



## Request for Decision Bylaw 615-23 Utility Rates Bylaw

---

### RECOMMENDATION

That Council give first reading to Utility Rates Bylaw 615-23.

That Council give second reading to the Utility Rates Bylaw 615-23.

That unanimous consent be given to Utility Rates Bylaw 615-23, for consideration of third reading.

That Council give third and final reading to the Utility Rates Bylaw 615-23.

### LEGISLATIVE AUTHORITY

Municipal Government Act

Section 7 (General jurisdiction to pass bylaws)

Section 63 (Revising Bylaws)

### BACKGROUND

At the December 21, 2022 regular council meeting, Bylaw 523-19 to Regulate and Control the Village's Water, Sewer, Sanitation and Miscellaneous Fee Structure was reviewed. Administration was directed to conduct research on comparable municipal utility fees and bring the research back to a future council meeting. This research was reviewed at the March 15, 2023 regular council meeting. As such, Council resolved to increase the overconsumption rates on water from \$1.00 per cubic metre to \$1.50 per cubic metre and is on the agenda for council's review and potential approval.

### RISKS/CONSEQUENCES

1. Council may provide further direction on any item contained in the Bylaw. Council shall be specific in the direction it provides.

### FINANCIAL CONSIDERATIONS

None

### ATTACHMENTS

1. Utility Rates Bylaw 615-23



**VILLAGE OF WARNER  
BYLAW 615-23**

**A BYLAW OF THE VILLAGE OF WARNER, IN THE PROVINCE OF ALBERTA, TO REGULATE  
AND CONTROL THE VILLAGE'S WATER, SEWER, AND SOLID WASTE FEE STRUCTURE**

**WHEREAS:** The Village of Warner, being a Municipal Corporation in the Province of Alberta, owns and operates Water, Sewer and Sanitation systems as public utilities; and

**WHEREAS:** The Municipal Government Act R.S.A. 2000 Chapter M-26 and amendments thereto, provides that a Council may pass bylaws for municipal purposes respecting public utilities within the Village of Warner;

**NOW THEREFORE:** Council of the Village of Warner, in the Province of Alberta, duly assembled, enacts as follows:

**1. Title**

1.1. This bylaw may be referred to as the Utility Rates Bylaw.

**2. Property Owners Responsibility Section 42 - Municipal Government Act**

2.1. Utility accounts will not be established by the Village for a person(s) who has an overdue or outstanding utility account with the Village.

2.2. Failure to receive a utility invoice is not considered sufficient reason for non-payment of the account.

**3. New Owners**

3.1. The property owner is responsible to advise the Village of any sale of property and to provide the contact information of the person or company to whom the property has been sold.

3.2. An administration fee as per Schedule A will be levied to both the seller and the new owner of the property for costs associated with finalizing one account and creating a new account.

**4. New Water Meters**

4.1. The property owner of a new building must acquire a water meter from the Village. The Village covers the cost of the meter. It is the owner's responsibility to hire and pay a qualified plumber for installation of the meter.

4.2. A Utility Account will be set up immediately, in the owner's name, following the installation of a meter in a new building.

4.3. If the meter needs to be replaced (if not deemed faulty), the property owner is responsible for the cost of a new meter.

## **5. Water Disconnect and Reconnect**

- 5.1. The owner of a new property may request water shut-off at a fee as per Schedule A to avoid receiving a monthly invoice for an unoccupied building. A fee as per Schedule A will be levied to turn the water back on.
- 5.2. If an owner of an existing property requests Public Works to physically shut-off the water at the curb stop valve, the owner will be levied fees as per Schedule A for both the disconnect and the re-connect.
- 5.3. Notwithstanding 4.1 and 4.2, if water is disconnected at a vacant dwelling, the property owner will continue to be invoiced for garbage, sewer, administration and waterline loan fees.

## **6. Replacement Water Meters and Meter Readings**

- 6.1. If an existing building requires a replacement water meter for any other reason than a faulty meter, the property owner will be responsible for the cost of the meter.
- 6.2. If Public Works is requested to read a water meter for any reason other than change in the utility account, an administration fee as per Schedule A will be levied.
- 6.3. If Public Works is asked to remove and inspect a water meter which is found not faulty, an administration fee as per Schedule A will be levied.

## **7. Overdue Utility Accounts, Outstanding Utility Accounts and Collection**

- 7.1. An interest charge of two percent (2%) per month will be imposed on outstanding accounts payable to the Village of Warner which remain unpaid after thirty (30) days from the date of the billing of the account.
- 7.2. Pursuant to Section 553(1)(b) of the Municipal Government Act, overdue utility accounts, including those of tenants, which remain unpaid after ninety (90) days may be added to the property owner's taxes (of the same municipal address).
- 7.3. If a house is being sold, any outstanding utility account balance may be added to the property owner's taxes.
- 7.4. Pursuant to Section 553(2) of the Municipal Government Act, upon being added to the property owner's tax levy, the outstanding amount is subject to the requirements of the tax bylaw.

## **8. Sewer Blockages/Issues**

### **8.1. Repairs - Water & Sewer**

- 8.1.1. Frozen water lines - the Village shall assume the full responsibility and costs for any water service line which may be hereinafter frozen between the property line and the street main. Any water line frozen between the property line and the meter shall be the responsibility of the property owner. Any costs incurred by the Village, in thawing frozen lines on behalf of a person, shall be recoverable, subject to penalties, and taxes.

## 8.2 Sewer Blockages

- 8.2.1 The owner shall at their own cost be responsible for the unplugging or repair of wastewater lines from the sewer main to the building. All work is to be completed to Village specifications. In instances when the Village has installed new wastewater lines from the sewer main to the building, and said installation is found to be faulty or during construction, or the Village damages the wastewater line to a building, the Village shall incur the costs to repair them.
- 8.2.2 Any blockages of the service piping to the sewer main due to foreign material introduced to the service, by the owner/occupant, is the responsibility of the property owner.
- 8.2.3 No person other than those authorized by the Village shall make any connection to or shall cut or otherwise tamper in any way with the Village wastewater system.
- 8.2.4 If the repair of a blockage, which is determined to be the responsibility of the owner, causes any portion of sidewalks, boulevards, curbs, gutters, streets or other Village property to be dug up, disturbed or otherwise changed, it shall be the responsibility of the property owner for the cost of repairing damages.
- 8.2.5 Costs incurred in determining where and what caused any blockage on the service line, including but not limited to such costs as camera scoping, flushing or de-rooting shall, in the event the owner is found to be responsible, be recoverable from the owner as costs in the same manner as other costs.
- 8.2.6 Grease traps of sufficient size and approved design shall be placed on the Waste pipes from hotels, restaurants, laundries and such other places as the Village may direct. Such traps shall be installed prior to any connection to the Village wastewater system.

## 9. **Utility Fees, Payment, Collection**

- 9.1. That monthly rates for water be adopted as per Schedule A.
- 9.2. That monthly rates for sewer, garbage pick-up, administration fee (street lighting) and waterline loan repayment be adopted as per Schedule B.
- 9.3. Payments of utility accounts may be made at the Village Office, local banks, online banking, electric funds transfer using utility roll number, or through a pre-authorized payment plan.
- 9.4. If payment is not received within 90 days after the date of mailing, the water service will be turned off and will not be turned on until the account, including arrears, a reconnection fee as specified in Schedule "A" are paid in full. Payment must be in cash or by certified cheque only.

## 10. **Effective Date**

- 10.1. This bylaw shall come into effect on ~~the date of its final passing~~ May 1, 2023.
- 10.2. Bylaw 523-19 is hereby repealed as of May 1, 2023.

Read for a first time this \_\_\_\_ day of \_\_\_\_\_, 2023

Read for a second time this \_\_\_\_ day of \_\_\_\_\_, 2023

Unanimous consent given to present for third reading this \_\_\_\_ day of \_\_\_\_\_, 2023

Read for a third and final time this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Tyler Lindsay  
Mayor

\_\_\_\_\_  
Kelly Lloyd  
Chief Administrative Officer

Signed by the Chief Elected Official and the Chief Administrative Officer this \_\_\_\_ day of \_\_\_\_\_, 2023.

## **SCHEDULE A**

### **WATER RATES**

Residential:	\$ 45.00 minimum for 22.73 cubic meters \$ <del>1.50</del> <b>1.50</b> per cubic meter overage will apply
Commercial:	\$ 65.00 minimum for 34 cubic meters \$ <del>1.00</del> <b>1.50</b> per cubic meter overage will apply

The following fees may be charged at the Villages discretion

Utility Hook-up Administration Fee:	\$ 25.00
Account Finalization Administration Fee	\$ 25.00
New Building Temporary Disconnect of Water	\$ 50.00
New Building Reconnect	\$ 50.00
Water Shut-off at Curb Stop	\$ 50.00
Turn-on at Curb Stop (Reconnection Fee)	\$ 50.00
Water Meter Inspection When Meter Not Faulty	\$ 50.00
Meter Readings (see Item 5.2)	\$ 30.00

## **SCHEDULE B**

### **SEWER RATES**

Residential and Commercial: \$ 10.00

**GARBAGE RATES** \$ 17.00

**UTILITY ADMIN FEE** \$ 7.50

**WATERLINE LOAN REPAYMENT FEE** \$ 13.00



# Request for Decision Bylaw 614-23 Records Management Bylaw

---

## RECOMMENDATION

That Council give first reading to the Records Management Bylaw 614-23.

That Council give second reading to the Records Management Bylaw 614-23.

That unanimous consent be given to the Records Management Bylaw 614-23, for consideration of third reading.

That Council give third and final reading to the Records Management Bylaw 614-23.

## LEGISLATIVE AUTHORITY

Municipal Government Act

Section 7 (General jurisdiction to pass bylaws)

Section 63 (Revising Bylaws)

Freedom of Information and Protection of Privacy Act

Freedom of Information and Protection Guidelines and Practices: Chapter 8

## BACKGROUND

Presently there is not a bylaw to reflect record and information management in the Village of Warner.

Good records and information management practices assist in the effective administration of the FOIP Act. All types of organizations, including public bodies, manage their recorded information for reasons that are significantly broader than compliance with access and privacy legislation: they create, maintain and manage records to provide tangible evidence of their business activities and transactions.

The primary purposes for records and information management are to:

- support policy formation and managerial decision-making;
- improve client services and support better performance of business activities;
- support consistency, continuity and productivity in operations, administration and management;
- protect the interests of the organization and the rights of clients, the public and employees;
- provide protection and support in litigation, including the better management of risks associated with the existence or lack of evidence of activities or events;
- facilitate research and development activities; and
- enable organizations to meet legislative and regulatory requirements.

Also, to meet their obligations under the FOIP Act, public bodies need to have in place effective records and information management practices. Such practices should be modelled on national and international standards such as:

- International Standards Organization Records Management Standard (ISO 15489);
- Canadian General Standards Board standards for documentary evidence; and
- ARMA International's standards and guides (see [www.arma.org](http://www.arma.org)).

#### RISKS/CONSEQUENCES

1. Council may provide further direction on any item contained in the Bylaw. Council shall be specific in the direction it provides.

#### FINANCIAL CONSIDERATIONS

None

#### ATTACHMENTS

1. Records Management Bylaw 614-23

**VILLAGE OF WARNER**  
**Bylaw 2014-23**

**A Bylaw of the Village of Warner to provide for the Records Management for all records within its custody and control.**

WHEREAS under the authority of and subject to the provisions of the Municipal Government Act, Statutes of Alberta, Chapter M-26, 2000 and amendments thereto (hereinafter referred to as the "MGA") a Municipal Council may, by bylaw, authorize the destruction of certain records and documents of the Municipality; and

WHEREAS under the authority of and subject to the provisions of the Freedom of Information and Protection of Privacy Act, Statutes of Alberta, 2000, Chapter F-25, and amendments thereto (hereinafter referred to as "FOIP"), the municipality is to allow any person a right of access to the records in the custody and control of the municipality and is to control the manner in which the municipality may collect, use and disclose personal information from individuals, and

WHEREAS it is deemed expedient by Council that a Bylaw be established to provide procedures for the retention and disposal of records;

NOW THEREFORE the Council in the Village of Warner, in the Province of Alberta, duly assembled, enacts as follows.

SHORT TITLE: This Bylaw may be referred to as the Records Management Bylaw.

**1. DEFINITIONS**

**1.1. In this Bylaw:**

"Administrator" means the CAO and/or their designate.

"Active Period" means the period of time that a record is in the conduct of active departmental business.

"Archival Review" means those records that have been determined to have sufficient historical or other value to warrant their continued preservation. See also Indefinite.

'CAO' means the Chief Administrative Officer appointed by Council or such other person to whom the CAO may delegate.

"Confidential" means any record that contains personal information about individual: third party, commercial, financial, scientific or technical information supplied either explicitly or implicitly in confidence; or other sensitive information as described in the FOIP Act.

"Corporate Records" means all records of every Village department.

"Council" shall mean the Council of the Village of Warner.

"Disposition" means the disposal of records via destruction or transfer of records of enduring value to archives.

"Indefinite" means records having sufficient historical or other value to warrant continued preservation beyond the time they are needed for administrative, legal, or fiscal purposes. Sometimes called archival records or Permanent.



"Personal Information" means any information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context.

"Record" means information that is in the custody and control of the Village, which includes but is not limited to documents, hand written notes, draft documents, voice mail vouchers, images, drawings, letters, papers, e-mail, books, maps, photographs, calendars, audiovisual recordings, books, vouchers and post-it notes, and any other information that is written, photographed, recorded or stored in any manner, but does not include software or any mechanism that produces records.

"Retention Period" means the total length of time a record must be kept before final disposition is implemented.

"Retention Appendix" means the timetable that identifies the retention period during which a record must be retained before disposition and is set forth in Appendix "A" attached hereto and forming a part of this bylaw.

"Village" means the municipality of the Village of Warner.

"Transitory Record" means records in any media that have only temporary usefulness, are not part of an administrative or operational record series, are not regularly filed in a records information system, and are required only for a limited period of time for the completion of a routine action or the preparation of records, which include but are not limited to temporary information, duplicate documents, draft documents, publications, advertising material and blank information media.

"Year End" means a one-year period of time starting January 1 and ending on December 31, based on the commonly used Georgian calendar.

## 2. RECORD RETENTION AND DESTRUCTION

2.1. The CAO shall be responsible for the supervision, retention, and destruction of the Village's records, and for the administration of this Bylaw.

2.2. Subject to the restrictions set out in this Bylaw, the Administrator shall have authority to:

- 2.2.1. Dispose of all transitory records, which do not contain confidential information, at any time, when they no longer serve any valid purpose.
- 2.2.2. Dispose of all transitory records containing potentially confidential information, at any time, when they no longer serve any purpose, in a manner so that the information contained therein is completely obliterated.
- 2.2.3. Dispose of all records, in accordance with the retention appendix, excluding transitory records of the Village.
- 2.2.4. The CAO shall have the discretion to retain records longer than the period provided for in the retention appendix and shall do so where the CAO deems it is appropriate and shall do so where the CAO has received an indication that there, is or may be, any litigation involving any said records. Such decisions to retain records longer than the period provided for therein shall be recorded in the retention appendix.
- 2.2.5. Retain an individual's personal information that will be used by the Village to make a decision that directly affects the individual for at least one year after using it so that the individual has a reasonable opportunity to obtain access to it.
- 2.2.6. Retain records in their original form that may be of significant historical value.

- 2.2.7. Upon the Administrator being satisfied that the relevant retention period established by this bylaw has expired and that no reason exists for further retention of a given class of records or specific records, the Administrator may then order the records to be disposed of.
- 2.2.8. When records have been disposed of under this bylaw, with the exception of Transitory Records, the Administrator shall certify same in writing.
- 2.2.9. The Administrator shall keep an index of all records that have been disposed of.
- 2.2.10. When records are disposed of under this bylaw, the proper and complete disposition thereof is the responsibility of the Administrator.
- 2.2.11. Election material that has been locked in ballot boxes may be destroyed in accordance with the provisions of the Local Authorities Election Act.

Read for a First time this \_\_\_\_ day of \_\_\_\_\_, 2023

Read for a Second time this \_\_\_\_ day of \_\_\_\_\_, 2023.

Unanimous consent be given consideration for third reading this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Read for a Third and Final time this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

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

SIGNED by the Chief Elected Officer and Chief Administrative Officer this \_\_\_\_ day of \_\_\_\_\_, 2023.

## SCHEDULE A: Retention Schedule

File #	Title	Description	Closure, Retention & Disposition
<b>GOVERNANCE/ADMINISTRATION (ADM)</b>			
<b>ADM 10</b>	<b>Administration General</b>	<p><b>Includes:</b> request for comments on the development of new or proposed policies, approved policies and procedures, distribution lists and supporting documentation, development of new or proposed policies and review of approved policies and procedures, office guidelines and step-by-step instructions that do not require official approval or an official number.</p> <p><b>Excludes:</b> approved departmental, corporate and council policies and procedures, and requests for approval documentation</p>	Active Period 10 Years Archival Review
<b>ADM 20</b>	<b>Authorities, Boards, Committees &amp; Commissions</b>	<p><b>Includes:</b> standing committees of Council, ad hoc committees, and official administrative committees.</p> <p style="text-align: center;">**Duplicate Copies</p>	Year End Archive Indefinite  3 years
<b>ADM 25</b>	<b>Associations, Foundations, &amp; Societies</b>	<p><b>Includes:</b> Outside association, organization, foundation or societies for mutual professional interest agendas, minutes, general information, correspondence, and individual memberships</p> <p><b>Excludes:</b> records relating to boards or committees, Council meetings, administrative meetings, community associations, and recreation associations and clubs</p>	Year End 10 years Archival Review
<b>ADM 30</b>	<b>Office Services</b>	<p><b>Includes:</b> meeting room requests and bookings, distribution of internal/external mail, mail statements, printing orders for business cards, and meter reading sheets for photocopiers and printers, office equipment maintenance and repairs, permits, warranties, manuals, guarantees, regulations, compliance testing, recall notices, and manufacturers maintenance schedules</p> <p><b>**Accounts payable records regarding purchase of equipment for Village buildings and sites</b></p>	Year End 3 Years Destroy  Active Period 7 Years Destroy
<b>ADM 35</b>		<p><b>Includes:</b> records relating to the design, compilation, and production of publications for advertising of programs, activities, projects, and initiatives. Communication of the Village's local, provincial,</p>	Active Period 5 Years Archival Review

	<b>Public / Media Relations/ Communications</b>	national and international news media. Corporate or departmental initiatives that are sensitive or confidential in nature that require ongoing public relations support. Corporate or departmental initiatives that require ongoing public relations support until the initiative is complete (news releases, question and answer documentation, promotion and awareness, public service announcements). Photographs, pictures taken, received, or purchased through vendors for use in internal and external Village related web sites, promotional materials and publications. Web site material. Education and Outreach Records relating to the planning, development, implementation, production and evaluations of programs designed to promote Village services, initiatives and projects to the public.	
<b>ADM 40</b>	<b>Orders &amp; Directives</b>	<p><b>Includes:</b> board orders, ministerial orders (Municipal Affairs) and proclamations. Decisions or rulings made on behalf of Land and Property Rights Tribunal, Assessment Review Board and proclamations.</p> <p>*** Executive orders issued by CAO and/or Council containing directives, policies and procedures for implementation of Village's business practices, Delegations, orders and instructions of commissioners and managers</p>	<p>Active Period 10 Years Indefinite</p> <p>Year End Archive Indefinite</p>
<b>ADM 45</b>	<b>Planning, Goals and Objectives</b>	<p><b>Includes:</b> structure, work purposes, long range planning of organization, master, action and concept, implementation, and project plans relating to workshops and retreats, strategic planning, service levels</p> <p><b>Excludes:</b> program review, department business plans that are submitted with budget, employee work plans, and records relating to the establishment, implementation, construction and completion of development projects.</p>	<p>Active Period 10 Years Archival Review</p>
<b>ADM 50</b>	<b>Council</b>	<b>Includes:</b> decisions, bylaws and policies that have been adopted. Council meeting agendas, minutes, topics, resolutions, petitions and Council portraits	<p>Year End Archive Indefinite</p>
<b>ADM 55</b>	<b>Awards and Recognition</b>	<b>Includes:</b> the development, implementation, and presentation of awards given to citizens and received by the Village, meetings, booking information, lists of participants and recipients, speeches, pictures and itinerary	<p>Active Period 10 Years Archival Review</p>
<b>ADM 60</b>	<b>Statistics</b>	<p><b>Includes:</b> management studies, surveys, counts, and quarterly and annual reports</p> <p><b>Excludes:</b> financial reports, development and planning reports</p>	<p>Active Period 10 Years Archival Review</p>

<b>ADM 65</b>	<b>Conferences, Seminars, and Workshops</b>	<b><i>Includes:</i></b> course materials, copies of completion certificates, evaluation forms, registration forms, and any other material from the event.	Active Period 5 Years Destroy
<b>ADM 70</b>	<b>Information Technology</b>	<b><i>Includes:</i></b> technology needs assessments, security reviews and audits, storage of software licenses and key codes, system testing, troubleshooting and upgrading, IT service requests, general system maintenance and operations, system information and training	Active Period 5 Years Destroy
<b>ADM 75</b>	<b>Records and Information Management</b>	<b><i>Includes:</i></b> transfer requests, retrieval requests, box locations, procedures, departmental initial setup, presentations, central or inactive indexes, email management, naming conventions and the administration of records management actions.  **Approved classification and retention manuals, destruction notices, annexation transfer certificates, legal opinions regarding the management of records, and legislation specific to records practices	Active Period 10 Years Destroy          Indefinite
<b>ADM 80</b>	<b>Freedom of Information and Protection of Privacy (FOIPP)</b>	<b><i>Includes:</i></b> planning, the generation of, maintenance, access restrictions, and access to public records, requests to departments, compiled request response package including severed information, tracking documents and billing	Active Period 5 Years Archival Review
<b>ADM 85</b>	<b>Security</b>	<b><i>Includes:</i></b> personnel clearances, passes, identification, security of buildings and sites, and alarm and detection systems	Active Period 5 Years Destroy
<b>ADM 90</b>	<b>Legal Activities and Litigation</b>	<b><i>Includes:</i></b> legal activities and/or litigation cases of the organization.  <b><i>Excludes:</i></b> insurance claims, protective services and compliance	Active Period 12 Years Destroy
<b>ADM 95</b>	<b>Government</b>	<b><i>Includes:</i></b> "general" documentation originating from various government departments.	Year End 2 Years Destroy
<b>ADM 100</b>	<b>Complaints</b>	<b><i>Includes:</i></b> Report a Problem, complaints and/or criticism received by the Village.	Year End 2 Years Destroy
<b>ADM 110</b>	<b>Signing Authority</b>	<b><i>Includes:</i></b> signature cards, purchasing limit approvals, appointment to sign for correspondence, financial and personal matters.	Active Period 7 Years Destroy
<b>ADM 115</b>	<b>Acts &amp; Legislation</b>	<b><i>Includes:</i></b> proposed changes, amendments, feedback regarding creation/implementation of Acts, Legislation, and Regulations, impact statements with Federal/Provincial Government	Active Period 2 Years Archival Review

ADM 120	Bylaws	<b>Includes:</b> development and review, requests for comments, distribution lists, supporting documentation, original bylaws, original amendments	Active Period Indefinite
ADM 125	Policies & Procedures	<b>Includes:</b> development and review, requests for comments, distribution lists, supporting documentation, approved and assigned policies & procedures, approved and assigned amendments to policies and procedures	Active Period 10 Years Archival Review
ADM 130	Sustainability	<b>Includes:</b> 5 dimensions of sustainability, historical plans, fair trade	Active Period 10 Years Archival Review
ADM 135	Research & Development	<b>Includes:</b> briefing notes, key messages, bylaws, resolutions.	Active Period 10 Years Archival Review
ADM 140	Economic Development	<b>Includes:</b> community profile, demographic data, site selections, tourism, special projects	Active Period Archival Review Indefinite
ADM 145	Intergovernmental Relations	<b>Includes:</b> shared information, planning, and decisions in conjunction with other municipalities	Active Period Archival Review Indefinite
ADM 150	Census	<b>Includes:</b> reports, zone maps, procedures, purpose of census, affidavit to provincial government, enumerator books	Active Period 12 Years Archival Review
ADM 155	Elections	<b>Includes:</b> maps, procedures, drafts, promotional information, voting systems, project plans, meetings, affidavits to the provincial government, voting stations, election results, official declaration, poll by poll results	Active Period 10 Years Archival Review
ADM 160	Election Ballots	<b>Includes:</b> voter registers (seals unbroken kept 6 weeks from date of voting)  <i>**2 Witnesses - Affidavit required</i>	Immediately Opened  Destroy
ADM 160	Information Management	<b>Includes:</b> management and delivery of information services, routine requests for information, electronic scheduling systems data, grader/plow operator diaries, personal planners/diaries	Year End 2 Years Destroy
<b>FINANCE AND TAXATION (FIN)</b>			
FIN 10	Finance	<b>Includes:</b> general correspondence of functions of finance department	Active Period 2 Years Destroy

<b>FIN 20</b>	<b>General Ledger</b>	<p><b><i>Includes:</i></b> working papers, classification of accounts, and the ledgers</p> <p><b><i>Excludes:</i></b> journal entries, financial reporting systems, management reports and statistics, and statements from affiliated agencies.</p>	Year End Archive Indefinite
<b>FIN 25</b>	<b>Cash</b>	<p><b><i>Includes:</i></b> receipt and recoding of incoming cheques and cash, cash control systems, cash register tapes, and cash receipt journals, petty cash and cashiers' daily books.</p>	Year End 7 Years Destroy
<b>FIN 30</b>	<b>Loans</b>	<p><b><i>Includes:</i></b> request, approval and monitoring of loans</p>	Active Period 7 Years Destroy
<b>FIN 35</b>	<b>Payables</b>	<p><b><i>Includes:</i></b> billings, statements, purchase orders, payment vouchers, packing slips, receipts, invoices, non-negotiables, financial transactions, distribution of cheques, post-date cheques, employee expense accounts and reimbursement</p>	Year End 7 Years Destroy
<b>FIN 40</b>	<b>Receivables</b>	<p><b><i>Includes:</i></b> utility billings, vouchers, invoices, remittances, cash receipts, bad debts, write-offs, compromise of debts, aging accounts, and current expenditure refunds, discharge notices</p>	Year End 7 Years Destroy
<b>FIN 45</b>	<b>Banking</b>	<p><b><i>Includes:</i></b> administration of banking methods and establishment of bank accounts, deposits, statements, reconciliations, currency rates and acquisition of currency. Records relating to the issuing, maintenance, and control credit cards</p>	Year End 7 Years Destroy
<b>FIN 50</b>	<b>Budgets</b>	<p><b><i>Includes:</i></b> budget practices, controls and programs. Initial and supplemental budget estimate preparations, submissions, related guidelines, supporting justifications, final approved budgets and department business plans</p> <p><b><i>**Operating and Capital (in minutes)</i></b></p>	Year End 7 Years Destroy  Indefinite
<b>FIN 55</b>	<b>Contracts &amp; Agreements</b>	<p><b><i>Includes:</i></b> administration and monitoring of financial and non-financial contracts and agreements, contract tender and agreement, completion certificate, amendments, and performance bonds.</p> <p><b><i>Excludes:</i></b> franchise, easement, utility right of way, land acquisition, caveat, license and encroachment agreements, and land lease agreements. (Roll Files)</p>	Active Period 12 Years Destroy
<b>FIN 60</b>	<b>Franchise Agreements</b>	<p><b><i>Includes:</i></b> franchise agreements granted by the Village of Warner to allow external parties to provide public services within identified areas, actual agreement for provision of services, contracts, reports and correspondence.</p>	Active Period Archive Indefinite

<b>FIN 65</b>	<b>Accounting</b>	<b><i>Includes:</i></b> overall administration of income and expenditures, and all supporting documentation required to meet audit, legal and financial obligations.	Year End 7 Years Destroy
<b>FIN 70</b>	<b>Levies</b>	<b><i>Includes:</i></b> control, allocation, distribution, or collection of appropriated funds, such as recreation, fire, offsite, special and separate levies.	Active Period Archive Indefinite
<b>FIN 75</b>	<b>Fees &amp; Charges</b>	<b><i>Includes:</i></b> the establishment, monitoring, implementation and review of fees and charges for services - not including bylaws	Year End 7 Years Destroy
<b>FIN 80</b>	<b>Capital Assets</b>	<b><i>Includes:</i></b> the control and operation of capital assets such as project documentation. capital asset system description of limitations, summary of system changes, capital asset additions or disposals, depreciation models and details, capitalization review, fixed or capital asset register, infrastructure review	Active Period Archive Indefinite
<b>FIN 85</b>	<b>Debentures</b>	<b><i>Includes:</i></b> debts incurred to fund capital purchase, documentation pertaining to issue and cancellation, limitations and instructions from Council, and administrative decisions regarding debentures.	Active Period 12 Years Destroy
<b>FIN 90</b>	<b>Grants &amp; Contributions</b>	<b><i>Includes:</i></b> the administration of grants and contributions, requests, requests for extensions, submissions, approvals, applications, funding waivers, and donations.	Active Period 7 Years Archival Review
<b>FIN 95</b>	<b>Risk Management</b>	<b><i>Includes:</i></b> the strategic planning, analysis, evaluation, monitoring and implementation of risk management, assessments, planning and implementation, and the review.	Active Period 10 Years Destroy
<b>FIN 100</b>	<b>Insurance</b>	<b><i>Includes:</i></b> the establishment and coverage of the Village of Warner insurance requirements, insurance claims, notifications, and insurance company documentation.	Active Period 12 Years Destroy
<b>FIN 110</b>	<b>Reports &amp; Statistics</b>	<b><i>Includes:</i></b> working papers and correspondence, relating to financial reporting on a regular basis.  <b><i>**Certified Financial Statements</i></b>	Year End 7 Years Destroy  Indefinite
<b>FIN 115</b>	<b>Investments</b>	<b><i>Includes:</i></b> securities purchased by the Village of Warner bonds, guaranteed investment certificated, investment decisions and instructions, and proposals for investment management	Active Period 12 Years Destroy
<b>FIN 120</b>	<b>Taxes</b>	<b><i>Includes:</i></b> taxation matters not associated with land titles, arrears, municipal credits, receipts  <b><i>**Final Billing</i></b>	Year End 7 Years Destroy Active Period 12 Years



			Destroy
FIN 125	Assessment	<b>Includes:</b> assessment of Non-Residential and Residential lands, owner information, assessment values, structure, and analysis. Reports produced by assessment for reconciliations, and minor and major projects that are completed in various parts. Provision of information to Municipal Affairs regarding equitable funding and equalized assessments throughout Alberta.	Year End 7 Years Destroy
FIN 130	Assessment - Appeals	<b>Includes:</b> assessment appeals including Assessment Review Board (ARB) and Land and Property Rights Tribunal background information, correspondence, appeal notices and withdrawn appeals	Active Period 12 Years Destroy
FIN 135	Assessment - Roll	<b>Includes:</b> reports identifying residential and non-residential assessment information, listings of registered owner, property type, and name and assessment values.	Year End Archive Indefinite
FIN 140	Utilities - Accounts	<b>Includes:</b> application for utility services, pre-authorization debit applications, change of address/disconnects, e-bill applications, budget plans	Active Period 7 Years Destroy
FIN 145	Utilities - Transfer to Tax Roll	<b>Includes:</b> collection letters, public works collection letters for site clean-up, any other issue pertaining to properties	Active Period 7 Years Destroy
FIN 150	Claims	<b>Includes:</b> notice of claims, statement of claims	Active Period 12 Years Destroy
FIN 155	Request for Proposal	<b>Includes:</b> tender packages, successful, purchase quotations  **Unsuccessful	Active Period 12 Years Destroy  Year End 12 Years Destroy
<b>COMMUNITY SERVICES (COM)</b>			
COM 10	Community Services General	<b>Includes:</b> general correspondence of functions for Community Services	Year End 2 Years Destroy
COM 20	Community Programs (Case Files)	<b>Includes:</b> development, implementation, monitoring of facilitative and non-facilitative community programs operated by the and through the Village. Participation lists, program budget, schedules, rate charts, release & indemnity forms for programs, contracts/agreements with no monies attached.	Active Period 10 Years Archival Review

COM 25	Community Projects (Case Files)	<b>Includes:</b> development, implementation, monitoring of community projects, project budget, meetings, contracts/agreements with no monies attached. Example: Crime Prevention	Active Period 10 Years Archival Review
COM 30	Community Events (Case Files)	<b>Includes:</b> development, arrangement, participation in meetings, planning documents, advertising, bookings, special event permits, rentals, contracts/agreements with no monies attached. Example: events ceremonies, festivals, parties, celebrations, fairs, parades	Active Period 10 Years Archival Review
COM 35	Recreational Programs (Case Files)	<b>Includes:</b> lesson plans, course materials, program budget, schedules, contracts/agreements with no monies attached, correspondence, rate charts, release and indemnity forms. Example: yoga, softball	Active Period 5 Years Destroy
COM 40	Volunteer Development	<b>Includes:</b> recognition of outstanding volunteers serving the needs of the community	Active Period 5 Years Destroy
COM 45	Recreation Facilities - Passes/Bookings	<b>Includes:</b> punch, monthly, yearly passes, gift certificates, complimentary passes, applications for bookings, time allocation, and scheduling	Active Period 2 Years Destroy
COM 50	Community Engagement	<b>Includes:</b> relating to Public Engagement Policy, open houses, focus groups, community/public meetings	Active Period 10 Years Archival Review
<b>OPERATIONS (OPS)</b>			
OPE 10	Operations - General	<b>Includes:</b> general correspondence of functions for Operations	Year End 2 Years Destroy
OPE 20	Shops & Buildings	<b>Includes:</b> purchase of land, plans, construction, and disposal or sale of shops & buildings owned by the Village of Warner.	Active Period 10 Years Archival Review
OPE 25	Audits	<b>Includes:</b> reports, statements, inspections, and hazard identifications collected from the audit for shops and buildings	Active Period 10 Years Destroy
OPE 30	Maintenance & Repairs	<b>Includes:</b> maintenance and repair of buildings and shops owned, operated, or monitored by the Village of Warner, shutdowns, maintenance logs and reports, and any supporting documentation.	Active Period 12 Years Destroy
OPE 35	Utilities-Consumption	<b>Includes:</b> readings of utility meters and statistics/analysis of utility consumption	Year End 5 Years Destroy

OPE 40	Utilities-Services	<b>Includes:</b> administration, requirements, monitoring of utility services, utility service providers to utility customers, requirements/services provided to Commercial utility customers	Year End 5 Years Destroy
OPE 45	Utilities - Water Meters	<b>Includes:</b> installation, maintenance, operation and repair of residential and commercial water meters	Year End Indefinite
OPE 50	Chemical Inventory	<b>Includes:</b> ordering/stocking of chemicals, Material Safety Data Sheets (MSDS), laboratory chemicals, certificates of analysis, chemical receiving inventories	Active Period 15 Years Destroy
OPE 55	Underground Utility Locations	<b>Includes:</b> alignment approvals, digging approvals, underground utility locate sheets  <b>Excludes:</b> near miss reports, drawings relating to installation of sewer, water, and other underground infrastructure, and maintenance, operation, repair of underground utilities	Year End 5 Years Destroy
OPE 60	Excavations	<b>Includes:</b> excavation permits, excavations repairs	Active Period 10 Years Archival Review
OPE 70	Electrical Testing	<b>Includes:</b> testing, analysis and monitoring of voltage, load and flow, load settlement, load flow, fault analysis, power quality monitoring, lightning arrestor analysis	Year End 7 Years Destroy
OPE 75	Traffic Sign/Signal Maintenance	<b>Includes:</b> maintenance and repair of traffic and pedestrian signs and signals, daily truck sign diaries, drawings outlining location and installation of temporary traffic/pedestrian signs, equipment and switches, associated work orders  <b>Excludes:</b> installation of permanent traffic signs/signals, sign permits, monitoring, control, evaluation of traffic signs/signals	Year End 7 Years Destroy
OPE 80	Traffic Monitoring	<b>Includes:</b> monitoring, control, evaluation of traffic, traffic signs, and signals, sign/signal monitoring records of centrally, field, isolated field-controlled signals and pedestrian crossing lights, evaluation of traffic flow and parking zones, on-street parking, counts for pedestrian and turning movements, and traffic counts	Year End 10 Years Destroy
OPE 85	Snow & Ice Removal	<b>Includes:</b> removal of snow/ice from streets, sidewalks, lanes, alleyways, parking lots, snow removal dumping permits, dumping charges, sanding	Active Period 7 Years Destroy

OPE 90	Sanitary Sewer Maintenance	<b>Includes:</b> maintenance, operation, monitoring, testing, and repair of sanitary sewers, plugged and blockages, cleaning and inspection reports, minor replacements, applications for connections, quality assurance and control	Year End 20 Years Destroy
OPE 95	Storm Sewer Maintenance	<b>Includes:</b> maintenance, operation, monitoring, testing, and repair of storm sewer, catch basins, storm detention ponds, storm water monitoring program, plugged or blockages, cleaning inspection reports, minor replacements, application for storm sewer connections	Year End 20 Years Destroy
OPE 100	Water Distribution Maintenance	<b>Includes:</b> maintenance, minor replacement and repair of water distribution systems, repair of waterlines, hydrants, valves, cathodic protection, quality assurance and control	Year End Indefinite Indefinite
OPE 105	Water/Wastewater Treatment Plant - Testing	<b>Includes:</b> testing, analysis, results of water/wastewater treatment, laboratory analysis and results of bacteriological, biannual, fluoride, monthly, project, lead, spring, waste stream, stack, and dilution testing, pressure/flow testing	Year End 15 Years Destroy
OPE 110	Water/Wastewater Treatment Plant	<b>Includes:</b> daily operations and monitoring of Water/Wastewater Treatment Plant, water/wastewater treatment processes, operational an process chemical usage, daily logs, daily record books, operating reports, site surveys, and plant shutdowns  <b>Excludes:</b> installation, maintenance, or repair of physical building or plant equipment, agreements, storm sewer maintenance, water distribution system maintenance, manuals, chemical ordering/stocking, treatment plant testing, pressure/flow testing, routine scheduled Shutdowns	Year End Indefinite Indefinite
OPE 120	Waste Management - Programs	<b>Includes:</b> management and monitoring of recycling programs, yard waste programs/services, hazardous waste programs.	Active Period 7 Years Destroy
OPE 125	Waste Management - Disposal Sites	<b>Includes:</b> management and monitoring of landfills and dry waste sites, soil testing, groundwater testing, disposal of underground utility tanks	Year End Indefinite Indefinite
OPE 130	Waste Management - Yard Waste/Hazardous Waste	<b>Includes:</b> management and monitoring of yard waste programs/services and hazardous waste programs/services.	Active Period 7 Years Destroy
OPE 135	Recreation Facility Operation	<b>Includes:</b> daily operation and patron use of Village-owned recreation facilities, facility closures, hours of operations, facility use signage, instructions for patrons, patron feedback/concerns, area layouts, equipment sign-outs, communication log books, information requests	Active Period 10 Years Destroy

OPE 140	Environment Management	<b>Includes:</b> air quality, greenhouse gases, alternate energy, energy conservation, water conservation, water shed management, participation in agreements, expressions of concerns, products and services	Active Period 10 Years Archival Review
OPE 145	Parks - Ecological Services	<b>Includes:</b> integrated pest management, wildlife monitoring, mosquito control, weed inspections, Dutch Elm Disease, environmental testing/audits	Active Period 20 Years Archival Review
OPE 150	Parks - Landscaping	<b>Includes:</b> landscaping within Village of Warner parks, greenspaces, plantings, replacements, turf installation, turf seeding, mowing, fertilization, weed control, repairs for damages to parks/greenspaces	Active Period 7 Years Destroy
OPE 155	Parks - Amenities	<b>Includes:</b> routine maintenance/repairs of playgrounds, trails, soccer fields, ball diamonds, park furniture, shelters, and washrooms, daily safety checklists/inspections,	Year End 10 Years Destroy
OPE 160	Parks- Design/Planning (Case Files)	<b>Includes:</b> overall design/planning of Village of Warner parks, trails, greenspaces, background materials, meetings, site plans/maps, landscape designs, trail plans, park/trail signage, photographs, and pictures, design/construction/renovations of playgrounds, trails, soccer fields, ball diamonds, park furniture shelters, washrooms	Active Period 10 Years Archival Review
OPE 165	Parks - Inventory	<b>Includes:</b> daily inventory and monitoring of playgrounds, trails, soccer fields, ball diamonds, park furniture, shelters, washrooms	Year End 2 Years Destroy
OPE 170	Parks - Greenery	<b>Includes:</b> development, implementation, monitoring of greenery, tree programs, neighborhood enhancements, tree nursery management, tree inventories, plant health care management	Active Period 5 Years Indefinite
OPE 180	Call Out Log	<b>Includes:</b> requests for service outside regular working hours	Year End 5 Years Destroy
OPE 185	Work Orders	<b>Includes:</b> work orders generated for installation, maintenance, repair for general projects	Year End 5 Years Destroy
		<b>PLANNING &amp; DEVELOPMENT (PLA)</b>	
PLA 10	Planning & Development	<b>Includes:</b> general correspondence of functions for Planning and Development	Year End 2 Years Destroy
PLA 20	Civic Addressing and Amendments	<b>Includes:</b> numbering of new subdivisions, re-addressing of existing properties, correspondence with Canada Post, proposed addresses, and notices to Village of Warner	Year End Indefinite Indefinite

PLA 25	Land Administration	<b>Includes:</b> amalgamation, annexation, expropriation	Active Period Indefinite Indefinite
PLA 30	Roll Files	<b>Includes:</b> development permits, caveats, building inspections (AB Safety Codes), development agreements, easements, land exchange agreements, land lease agreements, land purchase agreements, licenses and encroachments, Oldman River Regional Services Commission, public utility lots, road use agreements, utility right-of-way, certificates of title, home occupation permits, sign permits, certificates of compliance, decisions of the development officer, electrical permits, plumbing permits, gas permits	Active Period Indefinite Indefinite
PLA 35	Development	<b>Includes:</b> residential development, industrial development, commercial development, institutional development, major development Projects	Active Period Indefinite Indefinite
PLA 40	Land Mapping	<b>Includes:</b> mapping, Village maps, aerial photos, geographic information system	Active Period Indefinite Indefinite
PLA 45	Land (Village Owned)	<b>Includes:</b> inventory, acquisition, caveats, residential land, commercial land, industrial land, land sales	Active Period 10 Years Destroy
PLA 50	Municipal Planning	<b>Includes:</b> municipal development plan, municipal development review, area structure plans, area re-development plans, proposed subdivisions, outline plans, setback inspections, subdivision plans	Active Period Indefinite Indefinite
PLA 55	Inter-Municipal Planning	<b>Includes:</b> inter-municipal development plan, county referrals, initiatives, inter-municipal development plan committee, transportation plan, infrastructure plan, oil and gas infrastructure, infrastructural controls & guidelines	Active Period Indefinite Indefinite
PLA 60	Regional Planning	<b>Includes:</b> provincial land use framework, crown land, heritage conservation & preservation	Active Period 7 Years Archival Review
PLA 65	Statistics & Reports	<b>Includes:</b> numbers based on the building, development growth of the area, number of permits issued	Active Period Indefinite Indefinite
PLA 70	Road Closures	<b>Includes:</b> temporary closures	Active Period 5 Years Destroy
PLA 75	Safety Codes Council	<b>Includes:</b> accreditation, audits, contracts, remittance  Superior Safety Codes	Active Period 10 Years Destroy

PLA 80	Municipal Planning Commission	<b>Includes:</b> meeting agendas, minutes, training, appointments	Active Period Indefinite Indefinite
PLA 85	Subdivision & Development Appeal Board	<b>Includes:</b> appeals, decisions, agendas, meeting materials, decisions, training, appointments	Active Period Indefinite Indefinite
<b>HUMAN RESOURCES (HR)</b>			
HUM 00	Human Resources General	<b>Includes:</b> general correspondence of functions for Human Resources	Year End 2 Years Destroy
HUM 10	Payroll	<b>Includes:</b> source deductions, remittances, apply reports, misc. deductions, general ledger distribution, pay period notes, payroll registers, yearend processes, correspondence & audit, T4s, T4As and summaries, timesheets	Year End 7 Years Destroy
HUM 20	Personnel Files	<b>Includes:</b> emergency contacts, certification, education, testing, designation of powers, performance appraisals, personal learning plans, recognition, awards, discipline, character references, benefits, pension, leaves of absence (not illness related), retirement, payroll forms, wage increments, bonuses, merit payments, lump sum payments, payroll deductions, confirmation of employment, vacation requests, employment contracts, terms of employment, changes in employment, resumes, reference checks, interview materials and recruitment materials associated with hired employees	Active Period Permanent- Village Termination Indefinite  Active Period 7 Years - Voluntary Termination Destroy
HUM 30	Compensation	<b>Includes:</b> personnel policy, wage scales, cost of living adjustments (COLA), merit & bonuses, employment insurance (EI) rebates, performance pay, compensation surveys, workouts, monetary recognition & awards	Year End 7 Years Destroy
HUM 40	Medical Files	<b>Includes:</b> short term disability claims, long term disability claims, absences due to illness, surgery or injury (not WCB-related), Alberta health care, maternity leave, parental leave, physician notes and correspondence	Active Period Permanent Indefinite
HUM 60	Registered Retirement Plans	<b>Includes:</b> registrations, terminations, reports, remittances	Year End Permanent Indefinite
HUM 70	Recruitment	<b>Includes:</b> job competitions, job applications (not hired), reference checks (not hired), advertising, screening and interview materials (not hired), job descriptions	Year End 2 Years Destroy

HUM 80	Health & Safety	<b>Includes:</b> injury reports, incident / near miss reports, WCB claims, WCB reports, WCB correspondence, WCB rates, health & safety statistics, workplace violence, workplace harassment, health & safety training and events, employer certification	Year End Permanent Indefinite
HUM 90	Employee Benefits	<b>Includes:</b> current ASO and insurance carriers, previous ASO and insurance carriers, requests for proposals (RFPs), benefit schedules and rates, benefits contracts <b>** Current Insurer: retain all years until superseded by another insurer; once superseded, see below</b> <b>Previous Insurer: retain contract, schedule of benefits and most recent year file until current insurer is superseded</b> <b>**RFPs</b>	Year End Active Period Destroy  Active Period 5 Years Destroy
HUM 100	Legal	<b>Includes:</b> lawsuits, human rights complaints	Active Period Permanent Indefinite
<b>FIRE SERVICES</b>			
FIRE 10	Fire Services	<b>Includes:</b> general correspondence of functions for Fire Services	Year End 2 Years Destroy
FIRE 20	Communications - 911	<b>Includes:</b> purchase of 911 system, provincial 911, implementation of Enhanced 911, media releases, general Fire investigation information,	Year End 10 Years Destroy
FIRE 25	Incident Reports	<b>Includes:</b> recordings, log books, captains' reports, incident reports, Rip and Run sheets, End Run Reports	Year End 10 Years Destroy
FIRE 30	Fire Prevention	<b>Includes:</b> mitigation of risks, public education, Wildland Fire Prevention Program, joint effort with Parks, identification of urban interface problem areas, Home Safety Program	Year End 2 Years Archival Review
FIRE 35	Compliance and Monitoring	<b>Includes:</b> lockbox and lifeline recipients, status of recipients, burning permits, dangerous goods permits, high and wide load permits, special event permits, Fireworks permit, inquiries about permits, requests for permits, permit applications, open/completed permits	Year End 10 Years Destroy
FIRE 40	Inspections - Property	<b>Includes:</b> inspection reports, correspondence, follow up reports, address specific information, hydrant inspection reports, charges, infractions, orders	Active Period Indefinite Indefinite
FIRE 45	Inspection - Quality Management	<b>Includes:</b> quality management plan, municipal accreditation, agency accreditation, safety codes compliance	Year End 10 Years Destroy



<b>FIRE 50</b>	<b>Fire Investigations</b>	<b><i>Includes:</i></b> investigation reports, correspondence, follow up reports	Active Period 10 Years Destroy
		<b>MUNICIPAL ENFORCEMENT (ENF)</b>	
<b>ENF 10</b>	<b>Municipal Enforcement</b>	<b><i>Includes:</i></b> general correspondence of functions for Municipal Enforcement	Year End 2 Years
<b>ENF 20</b>	<b>Vandalism</b>	<b><i>Includes:</i></b> investigation reports, photographs, pictures, video surveillance, offender follow-up	Active Period 10 Years Destroy
<b>ENF 25</b>	<b>Licenses</b>	<b><i>Includes:</i></b> application and issuing of business licenses and animal licenses	Year End 7 Years Destroy
<b>ENF 30</b>	<b>Bylaw Enforcement</b>	<b><i>Includes:</i></b> enforcement violations in regards to traffic, business, animal, occupancy capacity, and unsatisfactory inspections involving bylaw enforcement	Active Period 7 Years Destroy
<b>ENF 35</b>	<b>Unpaid Tickets</b>	<b><i>Includes:</i></b> unpaid tickets issued for Village of Warner bylaw violations	Active Period 7 Years Destroy
<b>ENF 40</b>	<b>Warrants</b>	<b><i>Includes:</i></b> warrants issued for bylaw enforcement	Active Period 10 Years Destroy
		<b>EMERGENCY MANAGEMENT (EMG)</b>	
<b>EMG 10</b>	<b>Emergency Management</b>	<b><i>Includes:</i></b> general correspondence of functions for Emergency Management	Year End 2 Years Destroy
<b>EMG 20</b>	<b>Emergency Planning</b>	<b><i>Includes:</i></b> contingency plans for operations in earthquake, flood, train derailment, tornado, pandemic, bomb threat, act of terrorism, and other disasters	Active Period 7 Years Destroy
<b>EMG 25</b>	<b>Major Situations/Disasters (Case Files)</b>	<b><i>Includes:</i></b> Emergency Operations Centre (EOC) records, photographs, pictures, correspondence, news releases, briefing notes, action plans, staff scheduling, cost estimates, follow up reports, and all other records pertaining to case file	Active Period 10 Years Archival Review



# Request for Decision Ridge Water Services Commission Agreement

---

## RECOMMENDATION

That Council authorize signing the Joint Services Agreement with Ridge Water Services Commission for the period of May 1, 2023 to December 28, 2028.

## LEGISLATIVE AUTHORITY

Municipal Government Act

Section 7 (General jurisdiction to pass bylaws)

Section 63 (Revising Bylaws)

## BACKGROUND

The Village first signed a joint services agreement with Ridge Water Services Commission on May 1, 2018, set to expire on December 31, 2023.

Resulting from a water main break and subsequent discussions with an Environmental Protection Officer, the current agreement is not sufficient to meet the needs of the Village's current reality.

Changes from the current agreement are reflected in the attached proposed agreement.

## RISKS/CONSEQUENCES

1. Council may provide further direction on any item contained in the Bylaw. Council shall be specific in the direction it provides.

## FINANCIAL CONSIDERATIONS

None

## ATTACHMENTS

1. 2023-2027 RWSC Warner Joint Services Agreement

**JOINT SERVICES AGREEMENT — WATER TREATMENT AND REGIONAL DISTRIBUTION SYSTEM SUPPORT**

THIS AGREEMENT made as of the 1<sup>st</sup> day of May, 2023.

BETWEEN:

VILLAGE OF WARNER

(hereinafter referred to collectively as “Warner”)

- and -

RIDGE WATER SERVICES COMMISSION

(hereinafter referred to collectively as “RWSC”)

**JOINT SERVICE AGREEMENT: WATER TREATMENT AND REGIONAL DISTRIBUTION SYSTEM SUPPORT**

WHEREAS:

1. WHEREAS the Municipal Government Act, Section 602.02(1) allows municipalities to form Regional Service Commissions; and Section 602.11 allows a commission to provide service outside its boundaries with approval of the Minister and the municipality whose boundaries the services are to be provided;
2. AND WHEREAS Warner is a member of the RWSC which supplies Warner with their potable water that is then fed into Warner’s potable water reservoir and municipal distribution systems.
3. AND WHEREAS Warner has requested at minimum Level 1 Operator support from RWSC to be compliant with their operating registration as issued by Alberta Environment and Protected Areas.
4. AND WHEREAS the RWSC is willing to enter into a formal agreement with Warner to ensure that Warner meets its operational requirements under its Code of Practice Registration #323162.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the promises, mutual terms, covenants and conditions contained within this Agreement, the Parties hereto agree as follows:

**1. Services**

1.1 The RWSC will provide to Warner the following services:

- 1.1.1 Monitor Warner’s water treatment infrastructure either in person or remotely to ensure that Warner follows the provisions of their provincial Code of Practice.
- 1.1.2 Monitor the quality of the potable water within Warner’s potable water distribution system to ensure that Warner follows the provisions of their provincial Code of Practice
- 1.1.3 Flush Warner’s hydrants once per year to follow provincial guidelines.
- 1.1.4 Complete and annually update Warner’s Drinking Water Safety Plan as per provincial guidelines.

- 1.1.5 Submit Warner's monthly and annual reporting to the province as per the provisions of their provincial Code of Practice.
- 1.1.6 Submit Warner's monthly bacteriological samples to the province as per the provisions of their provincial Code of Practice.
- 1.1.7 Provide operator support to Warner's personnel.
- 1.1.8 Make recommendations on repairs or improvements to Warner potable water infrastructure as required.

## **2. Fees and Disbursements**

- 2.1 Warner agrees to pay RWSC a per hour rate for services provided by RWSC operators at a rate of \$50.00/hr for regular time for the provision of the services authorized under this Agreement.
- 2.2 The hourly rate will be adjusted annually based upon the terms of the Ridge Water Services Commission Employment Contracts.
- 2.3 The parties hereto agree that the contract price shall be payable in monthly and will be based upon the time and corresponding rate provided by the RWSC to Warner and if applicable, inclusive of G.S.T.
- 2.4 Mileage expenses will be billed to Warner as incurred according to Revenue Canada's annual Automobile Allowance Rates and are over and above the rates specified in 2.1 of this agreement.
- 2.5 If additional expenses are discovered, they will not be incurred by the parties, unless approved by Warner.

## **3. Agreement Term**

- 3.1 The parties hereto agree that this Agreement shall commence on the 1<sup>st</sup> day of May, 2023 and shall continue until the 31<sup>st</sup> day of December, 2028.
- 3.2 Both parties may renew this agreement for up to an additional 5 years provided a motion is made by both organizations authorizing a renewal.

## **4 Appointment**

- 4.1 The municipality hereby appoints the RWSC, and the RWSC hereby accepts such appointments to perform all those activities reasonably necessary and incidental to the operation and management of the Warner Water System.

## **5 Insurance**

- 5.1 Warner shall, at its own expense and without limiting its liabilities, under this Agreement, insure its operations under a contract of General Liability insurance, in accordance with the Alberta Insurance Act, in an amount not less than \$2,000,000.00 inclusive per occurrence, insuring against bodily injury, and property damage including loss of use thereof. Such insurance shall include blanket contractual liability.

5.2 RWSC shall maintain automobile liability insurance on all vehicles owned, operated or licensed in the name of the RWSC in an amount not less than \$1,000,000.00.

## **6 Workers Compensation Act**

6.1 RWSC hereby agrees to comply with all requirements of the *Worker's Compensation Act*, and any regulations thereunder, at the sole cost of the RWSC by:

6.1.1 Obtaining an exempt status; or

6.1.2 Obtaining the RWSC's own Workers' Compensation numbers; or

6.1.3 Reimbursing the Village for any amounts required to be paid to Workers' Compensation Board on behalf of the RWSC.

## **7 Termination**

7.1 The parties hereto agree that this Agreement may be terminated by either party, without cause, upon either providing to the other six (6) months written notice, posted by single registered mail at the address for service of the parties as follows, or by personal service.

Chief Administrative Officer  
210 – 3<sup>rd</sup> Avenue  
Warner, AB, T0K 2L0

Chief Administrative Officer  
Ridge Water Services Commission  
Box 266  
Raymond, AB, T0K 2S0

7.2 Warner agrees to pay only for the time in which the agreement is in force, either until:

7.2.1 it expires; or

7.2.2 the end of the six-month written notice period;

7.3 If the agreement is terminated at any time, the RWSC shall agree to return all information or data in its possession to the Warner.

## **8 Independent Warner**

8.1 RWSC personnel hereby specifically agree that he/she is not an agent of Warner and is hereby forbidden to represent himself/herself as being able to bind Warner in any fashion unless expressly authorized by Warner except to the extent by law.

## **9 Confidentiality**

9.1 The RWSC hereby agrees to maintain confidentiality regarding the activities of the Warner and shall not disclose or report these activities to anyone other than the Warner and in any event shall conduct

themselves in such a manner as to ensure that the administration of justice, and the Warner is not brought into disrepute.

IN WITNESS THEREOF the Warner has hereunto affixed its Corporate Seal duly attesting to it by proper officers in that behalf and the RWSC has hereunto set his hand and seal as of the day and year first above.

**SIGNED AND SEALED**

**In the presence of:**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**Village of Warner**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**Ridge Water Services Commission**

---

**JOINT SERVICES AGREEMENT — WATER TREATMENT AND REGIONAL DISTRIBUTION SYSTEM SUPPORT**

---

THIS AGREEMENT made as of the 1<sup>st</sup> day of May, 2018.

BETWEEN:

VILLAGE OF WARNER

(hereinafter referred to collectively as "Warner")

- and -

RIDGE WATER SERVICES COMMISSION

(hereinafter referred to collectively as "RWSC")

**JOINT SERVICE AGREEMENT: WATER TREATMENT AND REGIONAL DISTRIBUTION SYSTEM SUPPORT**

WHEREAS:

1. WHEREAS the Municipal Government Act, Section 602.02(1) allows municipalities to form Regional Service Commissions; and Section 602.11 allows a commission to provide service outside its boundaries with approval of the Minister and the municipality whose boundaries the services are to be provided;
2. AND WHEREAS Warner owns and operates a water treatment plant and maintains water distribution mains that carries their source water to their plant; and has requested Level 2 Operator support from RWSC in order to be compliant with their operating license issued from Alberta Environment and Sustainable Resource Development;
3. AND WHEREAS the RWSC is willing to enter into a formal agreement with Warner to provide Operator Support to Warner until such time as they have qualified personnel to carry out their legislative obligations;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the promises, mutual terms, covenants and conditions contained within this Agreement, the Parties hereto agree as follows:

**1. Services**

1.1 The RWSC will provide to Warner the following services:

- 1.1.1 Monitor Warner's water treatment infrastructure either in person or remotely as the case may be in order to ensure that Warner is in compliance with the provisions of their provincial water license.

---

**JOINT SERVICES AGREEMENT — WATER TREATMENT AND REGIONAL DISTRIBUTION SYSTEM SUPPORT**

---

- 1.1.2 Provide operator support to Warner's personnel.
- 1.1.3 Review year end reporting before Warner submits to ESRD.
- 1.1.4 Make recommendations on repairs or improvements to Warner as required.

**2. Fees and Disbursements**

- 2.1 Warner agrees to pay RWSC a flat fee of \$1,250 per month for services provided by the RWSC Level 2 Operators for the provision of the services authorized under this Agreement. The flat fee comprises both the personnel hours and mileage.
- 2.2 The hourly rate will be adjusted annually based upon the terms of the Ridge Water Services Commission Employment Contracts.
- 2.3 The parties hereto agree that the contract price shall be payable in monthly and will be based upon the time and corresponding rate provided by the RWSC to Warner and if applicable, inclusive of G.S.T.
- 2.4 Mileage expenses will be billed to Warner as incurred according to Revenue Canada's annual Automobile Allowance Rates and are over and above the rates specified in 2.1 of this agreement.
- 2.5 If additional expenses or duties due to unforeseen circumstances are discovered, they will not be incurred by the parties, unless approved by Warner.

**3. Agreement Term**

- a. The parties hereto agree that this Agreement shall commence on the 1<sup>st</sup> day of May, 2018 and shall continue until the 31<sup>st</sup> day of December, 2023.
- b. Both parties may renew this agreement for up to an additional 5 years provided a motion is made by both organizations authorizing a renewal.

**4. Appointment**

The municipality hereby appoints the RWSC, and the RWSC hereby accepts such appointments to perform all those activities reasonably necessary and incidental to the operation and management of the Coutts Water System.



JOINT SERVICES AGREEMENT — WATER TREATMENT AND REGIONAL DISTRIBUTION SYSTEM SUPPORT

**5. Insurance**

- a. Warner shall, at its own expense and without limiting its liabilities, under this Agreement, insure its operations under a contract of General Liability insurance, in accordance with the Alberta Insurance Act, in an amount not less than \$2,000,000.00 inclusive per occurrence, insuring against bodily injury, and property damage including loss of use thereof. Such insurance shall include blanket contractual liability.
- b. RWSC shall maintain automobile liability insurance on all vehicles owned, operated or licensed in the name of the RWSC in an amount not less than \$1,000,000.00.

**6. Workers Compensation Act**

- a. RWSC hereby agrees to comply with all requirements of the *Worker's Compensation Act*, and any regulations thereunder, at the sole cost of the RWSC by:
  - i. Obtaining an exempt status; or
  - ii. Obtaining the RWSC's own Workers' Compensation numbers; or
  - iii. Reimbursing the Village for any amounts required to be paid to Workers' Compensation Board on behalf of the RWSC.

**7. Termination**

- a. The parties hereto agree that this Agreement may be terminated by either party, without cause, upon either providing to the other six (6) months written notice, posted by single registered mail at the address for service of the parties as follows, or by personal service.

Chief Administrative Officer  
210 – 3<sup>rd</sup> Avenue  
Warner, AB, T0K 2L0

Chief Administrative Officer  
Ridge Water Services Commission  
Box 266  
Raymond, AB, T0K 2S0

- b. Warner agrees to pay only for the time in which the agreement is in force, either until:
  - i. it expires; or
  - ii. the end of the six month written notice period;

JOINT SERVICES AGREEMENT — WATER TREATMENT AND REGIONAL DISTRIBUTION SYSTEM SUPPORT

- c. If the agreement is terminated at any time, the RWSC shall agree to return all information or data in its possession to the Warner.

**8. Independent Warner**

- a. RWSC personnel hereby specifically agree that he/she is not an agent of Warner and is hereby forbidden to represent himself/herself as being able to bind Warner in any fashion unless expressly authorized by Warner except to the extent by law.

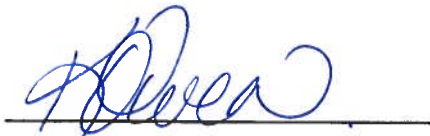
**9. Confidentiality**

- a. The RWSC hereby agrees to maintain confidentiality regarding the activities of the Warner and shall not disclose or report these activities to anyone other than the Warner and in any event shall conduct themselves in such a manner as to ensure that the administration of justice, and the Warner is not brought into disrepute.

IN WITNESS THEREOF the Warner has hereunto affixed its Corporate Seal duly attesting to it by proper officers in that behalf and the RWSC has hereunto set his hand and seal as of the day and year first above.

**SIGNED AND SEALED**

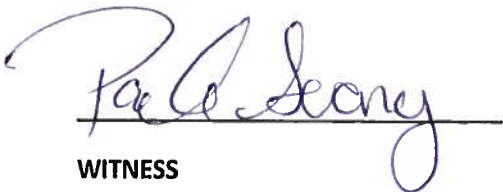
In the presence of:



WITNESS



Village of Warner



WITNESS



Ridge Water Services Commission



## Request for Decision Miniature Horse Permit

---

### RECOMMENDATION

That Council direct administration to revise the Regulation and Control of Animals Bylaw to include provisions for Livestock Emotional Support Animals and permitted use.

That Council grant the request for a special permit to house a miniature horse at the property of 509 - 4<sup>th</sup> Avenue, Warner, subject to the submission of a manure and drainage mitigation plan.

### LEGISLATIVE AUTHORITY

Municipal Government Act

538-12 Land Use Bylaw

543-13 Regulation and Control of Animals Bylaw

### BACKGROUND

At the February 15, 2023 Council meeting, a submission from a resident requested that Council grant a permit for a miniature horse to be located at a property not designated to host animals as per the Land Use Bylaw districts, and as per Bylaw 543-13.

Subsequent research finds federal and provincial legislation and regulation relates specifically to service dogs, whereas emotional support animals are not currently legislated or regulated.

Emotional support or comfort dogs and therapy dogs are not considered service dogs under Alberta's Service Dogs Act and Service Dogs Qualifications Regulations. Emotional support dogs provide comfort and companionship to the dog owner, but are not trained to do specific tasks that assist a disability. A therapy dog is brought by the owner on visits to people in institutions or in their homes, providing others with an opportunity to interact with a dog.<sup>1</sup>

Service dogs differ from emotional support animals because they receive special training in order to perform specific tasks to support people with disabilities. Given their different purpose and training requirements, emotional support animals do not hold the same certifications or status as service dogs.<sup>2</sup>

---

<sup>1</sup> <https://www.alberta.ca/disabilities-service-dog-mitigate.aspx#:~:text=Emotional%20support%20or%20comfort%20dogs,tasks%20that%20assist%20a%20disability.>

<sup>2</sup> <https://www.canada.ca/en/ombudsman-national-defence-forces/education-information/caf-members/health/guide-travel-assistance-animal.html>

Communication with the Oldman River Regional Services Commission denotes the intent of the designated Transitional Agricultural land use districts to allow for the keeping of animals, however, within the designated land use districts as follows:

- This district is intended to provide for limited development of land on the periphery of existing developments which maintain larger lot sizes and maximize flexibility for use and development when the land is required for urban development.
- SECTION 4: ACCESSORY BUILDINGS, STRUCTURES AND USES  
4.3 Quonsets, Quonset-style buildings or semicircular metal structures shall not be permitted as accessory buildings in the Residential – R and Residential Manufactured Home – R land use districts. This restriction does not include temporary car shelters.

With this evolving area, and while the research speaks specifically to dogs, Council can amend the current Bylaw Regulation and Control of Animals, ensuring that it is not in conflict with the Land Use Bylaw.

#### RISKS/CONSEQUENCES

1. Should Council allow for this request, Bylaw 543-13 could be amended to reflect this decision while including conditions to the permit.
2. Council consideration for future requests surrounding support animals.
3. Council may provide further direction on any item contained in the report. Council shall be specific in the direction it provides.

#### FINANCIAL CONSIDERATIONS

None

#### ATTACHMENTS

1. Bylaw 543-13 Regulation and Control of Animals

## **VILLAGE OF WARNER**

### **ANIMAL BYLAW 543-13**

#### **BEING A BYLAW OF THE VILLAGE OF WARNER TO PROVIDE FOR THE REGULATION AND CONTROL OF ANIMALS WITHIN THE VILLAGE OF WARNER.**

**WHEREAS** pursuant to the Municipal Government Act, Chapter M-26 RSA 2000, and any amendments thereto, the Council may pass a bylaw to regulate and control animals within the Village of Warner.

WHEREAS Council deems it advisable to regulate and control the animals within the Village of Warner in the Province of Alberta to provide for the safety, cleanliness and environmental protection of the Village and it's residents.

**NOW THEREFORE**, the Council of the Village of Warner duly assembled, enacts as follows:

Definitions: "Animal" shall mean horses, cattle, donkeys, mules, oxen, sheep, goats, fur bearing animals raised for pelts and any other animals that are deemed to be inappropriate by the Village of Warner.

"Fowl" shall mean geese, turkeys, ducks and any other fowl as deemed to be inappropriate by the Village of Warner.

"Village" shall mean The Village of Warner.

General:

- 1) No person shall keep or maintain any animal or fowl in the Village, without first obtaining an Animal Control Permit issued by the Office, within the areas as described below:
  - a. In the Village of Warner South of First (1<sup>st</sup>) Avenue and only on properties that are at the least 2.4711 acres
  - b. Chickens (see General, 6d)
- 2) Animals and fowl will be allowed within the Village, without a permit, only on days when a parade or a celebration is being held
- 3) No permits will be issued prior to an inspection of the location noted on the application to ensure adequacy of fence/corral, security and space for forage.
- 4) Application for a permit will be obtained from the Village office in the form provided. Applications will be completed in detail. Any other information the Village may require, or consider appropriate, shall be supplied to ensure all information is considered in each application.

- 5) The Village may revoke any permit or vary the terms and conditions of such at any time. In particular, any permit shall be revoked, but not limited to, if the premises where the animal is being kept is not kept clean and sanitary, so as to control the nuisance of manure, flies, odour or filth. Upon receipt of a written complaint with justifiable concerns, each permit location is subject to an unscheduled inspection by the Village and/or its agent.
- 6) Permits will be issued in accordance to the following guidelines which shall become part of this bylaw and enforcement of this bylaw will commence on January 1<sup>st</sup>, 2014 until such time as there is an amendment to this bylaw
  - a. One (1) large animal per acre, no matter the age (for example, 2 horses and 1 cow with calf would be 4 permits; or 1 mare with foal would be 2 permits)
  - b. Two (2) small animals per acre (goat, sheep, etc.)
  - c. All permit requests for animals and fowl (excluding dogs and cats) will be reviewed and approved according to the regulations and guidelines provided by the appropriate Provincial and Federal government departments.
  - d. Upon a written request and an inspection of premises, a permit may be granted for fowl, on less than one acre. No more than 6 "backyard" chickens will be allowed in the Village, with absolutely no allowance for roosters
  - e. Permits shall not be issued for pigs. Pigs shall not be allowed in the Village.
  - f. Stallions (possibly short term, with special security requirements and upon individual request to council)
  - g. Bulls (possibly short term, with special security requirements and upon individual request to council)
- 7) The Village and/or its agents shall take into consideration all factors which may be to the best interest of the Village as a whole and, in particular, the surrounding neighborhood and may:
  - a. Grant permit or,
  - b. Grant a permit subject to conditions or
  - c. Refuse any application as they may deem advisable
- 8) Following an issuance of a permit, the Village and/or its agents, shall inspect each permit location to determine its validity
- 9) Within seven (7) days of the expiration of a permit or as otherwise required by the Village, each property owners is responsible for a general cleanup of the animal area, complete to the abatement of all nuisances and to the satisfaction of the Village. Failure to do so will be justification for the Village to have the cleanup undertaken and to assess any incurred costs against the property.
- 10) There will be an administration fee assessed for each permit, in accordance with the fee policy, attached as Schedule "A"

- 11) All animal permits will be issued for a twelve (12) month period from the date of issuance unless otherwise stated on the application.
- 12) Any person keeping or maintaining any animal in the Village without a permit, or any person failing to remove any animal from the Village after a permit to keep such animal has been revoked and/or expired, is guilty of an offense and may be issued a violation ticket as indicated in Schedule "B".
- 13) Where a contravention of this Bylaw is of a continuing nature, further violation tickets may be issued by the Village and/or its agent, provided that no more than one violation ticket shall be issued for each day that the contravention continues.
- 14) Nothing in this Bylaw shall prevent the Village from immediately issuing a violation ticket for the mandatory Court appearance of any person who contravenes any provision of this Bylaw.
- 15) All charges and costs that are left unpaid shall be added to the landowner's property tax account and collected in that manner.

Read a 1<sup>st</sup> time this 18<sup>th</sup> day of September 2013

Read a 2<sup>nd</sup> time this 15<sup>th</sup> day of January 2014

Read a 3<sup>rd</sup> time and finally passed this 15<sup>th</sup> day of January 2014

Reviewed and updated on February 21<sup>st</sup>, 2018

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
CAO

#### SCHEDULE "A"

PERMIT FEE	\$20/head, large animals
	\$15/head, small animals
	\$3/head, chickens – 1 <sup>st</sup> Avenue and North

#### SCHEDULE "B"

##### ANIMAL CONTROL BYLAW PENALTY SCHEDULE

1. KEEPING OR HARBOURING ANY ANIMAL WHERE PROHIBITED IN THE BYLAW  
PENALTY OF \$250
2. KEEPING OR HARBOURING ANY ANIMAL IN NUMBERS IN EXCESS OF THOSE DESCRIBED  
IN THE BYLAW  
PENALTY OF \$250





## Request for Decision Seniors Week Proclamation

---

### RECOMMENDATION

That June 5 – 11, 2023 be recognized as Seniors Week in the Village of Warner.

### LEGISLATIVE AUTHORITY

### BACKGROUND

For more than 30 years, the Government of Alberta has celebrated the first week in June to honour and **recognize seniors for their many contributions to our province. Seniors' Week 2023 is June 5 to 11.** Seniors and Housing encourages communities, organizations, and all Albertans to take the opportunity to recognize and celebrate seniors throughout **Seniors' Week.**

All municipalities, First Nations communities and Metis Settlements are encouraged to officially **declare Seniors' Week.** Attached is a Community Declaration to show your **community's support and to generate greater awareness of the importance of seniors** in Alberta. Please notify the province of your declaration by June 1, 2022, so this information can be highlighted on the Seniors and Housing website. To register your declaration, please email [seniorsinformation@gov.ab.ca](mailto:seniorsinformation@gov.ab.ca).

### RISKS/CONSEQUENCES

1. Council may provide further direction on any item contained in report. Council shall be specific in the direction it provides.

### FINANCIAL CONSIDERATIONS

None

### ATTACHMENTS

1. Seniors Week Proclamation

**From:** [Seniors Information](#)  
**To:** [Seniors Information](#)  
**Subject:** Celebrate and Declare Seniors' Week 2023!  
**Date:** February 13, 2023 10:08:59 AM  
**Attachments:** [image001.png](#)  
[2023 Seniors' Week Community Declaration.pdf](#)

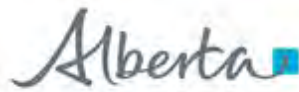
---

For 37 years, the Government of Alberta has celebrated the first week of June to honour and recognize seniors for their many contributions to Alberta. This year, Seniors' Week is from June 5 – 11. If you are planning an event in your community on June 5, you are encouraged to submit an Expression of Interest by **February 28, 2023**, to help officially kick-off the celebrations. The community with the selected expression of interest will receive a \$5,000 grant to co-host the provincial launch event of Seniors' Week 2023.. Please visit <https://www.alberta.ca/seniors-week.aspx> for more information.

As well, all municipalities, First Nations communities and Metis Settlements are invited to officially declare Seniors' Week. Attached is a Community Declaration to show your support and to generate greater awareness of the importance of seniors in Alberta. If your community officially declares Seniors' Week, please send a notification to [seniorsinformation@gov.ab.ca](mailto:seniorsinformation@gov.ab.ca) by **June 1, 2023**, so your participation can be acknowledged on <https://www.alberta.ca/seniors-week.aspx>.

Your community or organization is encouraged to recognize and celebrate seniors throughout Seniors' Week. To learn more, please visit <https://www.alberta.ca/seniors-week.aspx> or email at [seniorsinformation@gov.ab.ca](mailto:seniorsinformation@gov.ab.ca) if you have any questions.

Best regards,  
Seniors, Community and Social Services

The logo for the Government of Alberta, featuring the word "Alberta" in a stylized script font, followed by a small red and blue square.

Classification: Protected A



# DECLARATION

---

In honour of the past, present and future contributions of the seniors of this community and throughout Alberta, I hereby declare June 5 – 11, 2023 to be Seniors' Week in

---

Community

---

Official Title

---

Official Signature

The Honourable Jeremy Nixon; Minister of Seniors, Community and Social Services



## Request for Decision Request to Use Airport

---

### RECOMMENDATION

That Council approve the request from Mr. Dennis Kregel to utilize the airport for race truck test sessions for 2023.

### LEGISLATIVE AUTHORITY

Municipal Government Act

### BACKGROUND

Mr. Dennis Kregel has sent an email requesting the use of the airport for a private race truck test session. Mr. Kregel owns and operates a heavy modified diesel race truck (not street legal) and is looking for a safe place to make a few test hits. These would consider of 100-400ft take offs, and does not include any burnouts.

The test session would consider of a few hours (maybe more then one date) and can accommodate vacating the runway should it need to be. Crew on site would be approximately three to four people, and a truck and trailer.

Administration notes that there would be a required user agreement, should Council approve the request.

### RISKS/CONSEQUENCES

1. Council may provide further direction on any item contained in the report. Council shall be specific in the direction it provides.

### FINANCIAL CONSIDERATIONS

None

### ATTACHMENTS

1. Airport Use Request Letter

**From:** Kregel Energy <[kregelenergy@hotmail.com](mailto:kregelenergy@hotmail.com)>

**Sent:** Wednesday, April 5, 2023 8:50 PM

**To:** [admin@warner.ca](mailto:admin@warner.ca)

**Subject:** Use/rental of airport strip

Hello,

This email is regarding about the use of the Warner airport, Please forward to the correct contact person.

My name is Dennis Kregel, and I am inquiring about using/renting the airport for a private race truck test session.

I own and run a heavy modified diesel race truck (not street legal) and I am looking for a safe place to make a few test hits. These would consider of 100-400ft take offs. I do NOT do any burnouts since my truck is a 4x4 vehicle.

Maybe this question is a big no and I would understand completely. But I figure it never hurts to ask, the test session would consider of a few hours (maybe more then one date) but considering it is an airport I could be done and off the track within minutes in case of an emergency (if a plane had to land)

By no means am I making this a public deal, it would just be myself and 2 crew members and truck and trailer.

I would make sure we leave the property in a clean and professional matter.

I know the Warner airport has hosted motor vehicle events in the past. Although this is not what I am after at all.

The local track in Medicine hat does not accommodate test sessions, and only runs full day race events. So the test options are limited, public roads, or travel to Edmonton would be the only other options. Which if the truck doesn't work properly could be a big waste of time.

I appreciate your time and response.

Thanks

Dennis Kregel



## Request for Decision Boulevard Remediation

---

### RECOMMENDATION

That Council approve the request to remediate boulevard to gravel.

### LEGISLATIVE AUTHORITY

Municipal Government Act

Bylaw 493-04 Tree and Shrub Maintenance

Bylaw 530-11 Unsightly Property

### BACKGROUND

A resident has asked if the boulevard in front of their house can be remediated with gravel, as opposed to reseeding grass.

In the Tree and Shrub Maintenance Bylaw, it identifies resident roles and responsibilities, however is silent when it comes to remediation. The Unsightly Property Bylaw is also silent.

Replacing the grass on the boulevard with gravel would be in line with water conservation efforts, as well as the reduction of maintenance by the property owner.

### RISKS/CONSEQUENCES

1. Council may provide further direction on any item contained in the report. Council shall be specific in the direction it provides.

### FINANCIAL CONSIDERATIONS

None

### ATTACHMENTS

None