



**AGENDA
REGULAR COUNCIL MEETING
VILLAGE OF BEISEKER**

September 9, 2024 7:00 1st Avenue, Beiseker AB T0M 0G0 7:15 pm

1. **Call to Order**
Treaty 7 Acknowledgment
2. **Adoption of Agenda**
3. **Adoption of Previous Minutes**
 - a) *Minutes of the August 19, 2024 Regular Council Meeting*
4. **Delegation**
None
5. **Staff Report**
 - a) *Fire Department*
 - b) *Public Works – Water Usage Reports to August 2024*
 - c) *CAO Report*
6. **Financial Reports**
 - a) *Cheque Listing to September 5, 2024*
7. **Business Arising From Minutes (Old Business)**
 - a) *Fire Department (Res#2024-197 Tabled from August 19, 2024 Regular Council Meeting) Revenue from AEMA 2024 Jasper Wildfires.*
 - b) *Animal Control Bylaw 2024-10 – Rescind Bylaw 2022-06*
8. **New Business**
 - a) *Fees and Schedules Bylaw 2024-03 Revision 4 – Add Animal Control Bylaw Fees*
 - b) *Capital Budget Update to September 9 2024*
 - c) *CCBF Canada Community Building Fund Agreement*
 - d) *Fortis Franchise Fee 2025 Review*
9. **Council Reports**
 - a) *Mayor David Ledoyen*
 - b) *Deputy Mayor Nikki King*
 - c) *Councillor Warren Wise*
 - d) *Councillor Trevor Snyder*
 - e) *Councillor Les Spurgeon*
10. **Closed Session**
 - a) *Connect First Banking Services Agreement FOIP Section 16 (1) (b)*
11. **Adjournment**



MINUTES OF THE REGULAR MEETING OF COUNCIL
VILLAGE OF BEISEKER
HELD ON August 19 2024

At 7:15 pm Online and 700 1st Avenue, Beiseker AB T0M 0G0

PRESENT

Mayor, David Ledoyen
Deputy Mayor, Nikki King (online)
Councillor, Warren Wise

Councillor Les Spurgeon
Councillor Trevor Snyder
CAO, Heather Leslie

1. Call to Order

Mayor Ledoyen called the meeting to order at 7:16 pm.

Treaty 7 Acknowledgement

Res#2024-193

2. Agenda

Councillor Snyder made motion to approve the Revised Agenda of the August 19 2024 Regular Council Meeting as presented:

Change: 6b) Cheque Listing – Aug 15 2024

Add: 7a) Provided Business Case Report and Vehicle Listing

8g) Request for Costs – Flooring Replacement (Playschool and lower floor entrance)
Beiseker Resource Centre. CARRIED

Res#2024-194

3. Adoption of the Previous Minutes

Councillor Wise made motion to adopt the minutes of the July 15, 2024 Regular Council Meeting as presented. CARRIED

4. Delegations

None

5. Staff Reports

- a) Fire Department – Written Report
- b) Tri Community Enforcement Report – April to June 2024
- c) FCSS/Recreation Quarterly Report – April to June 2024
- d) CAO Report – Written Report

Deputy Mayor King made motion to approve the Staff Reports as presented.

Res#2024-195

CARRIED

6. Financial Reports

- a) Bank and Loan Report to June 2024
- b) Cheque Listing to August 15 2024

Councillor Wise made motion to approve the Bank and Loan Report to June 2024 and the Cheque Listing to August 15, 2024 as presented. CARRIED

Res#2024-196

CARRIED

7. Business Arising from Minutes (Old Business)

- a) Fire Department (Res#2024-189) Tabled from July 15, 2024 meeting0 plus YTD Fire Department Report, Jasper Attendance Report and Request for Purchases. Business Case Report and Vehicle Listing

Councillor Spurgeon made motion to approve the purchase of the Auto Pulse Equipment and the 2012 Ford F150 Command Vehicle with the money earned from attendance at the 2024 Jasper Wildfires and that a decision regarding the purchase/upgrade of radios for the department will be made after all funds from this project have been received by the Village of Beiseker. CARRIED

Res#2024-197

CARRIED



8. New Business

- Res#2024-198** a) **ATCO Franchise Fee 2025 and Requirement for Pre-Approval Process**
Mayor Ledoyen made motion to keep the 2025 Atco Franchise fee at 16%. CARRIED
- Res#2024-199** b) **RCMP Q1 April to June 2024 Reporting**
Councillor Wise made motion to accept the RCMP Q1 April to June 2024 Report as presented. CARRIED
- Res#2024-200** c) **FCSS Funding Change**
Mayor Ledoyen made motion to approve the Irricana Ladies Club \$1200.00 FCSS funding Application for their "Women's Conference" October 26 2024 in lieu of the Airdrie and District Victims Assistance Society cancellation of their application for 2024. CARRIED
- Res#2024-201** d) **Borrowing Bylaw 2024-09 Operating Loan**
Mayor Ledoyen gave Bylaw 2024-09 Operating Loan first reading. CARRIED
- Res#2024-202** *Councillor Snyder gave Bylaw 2024-09 Operating Loan second reading.* CARRIED
- Res#2024-203** *Councillor Wise made motion to take Bylaw 2024-09 Operating Loan to third reading.* CARRIED UNAN.
- Res#2024-204** *Councillor Spurgeon gave Bylaw 2024-09 Operating Loan third and final reading.* CARRIED
- Res#2024-205** e) **CN Safety Rail Week**
Councillor Wise made motion that Beiseker Council proclaim September 23 to 29, 2024 as CN Rail Safety Week. CARRIED
- Res#2024-206** f) **Extended Producer Responsibility Program – Residential Recycling Pick Up – Decision to Opt In or Opt Out – Circular Materials**
Councillor Spurgeon made motion to have the Village of Beiseker Opt In with regard to the EPR Curbside collection program at least until the end of the current contract with e-360 Recycling contract. CARRIED
- Res#2024-207** g) **Request for Costs – Flooring Replacement (Playschool and Lower Floor Entrance) Beiseker Resource Centre**
Councillor Wise made motion to approve up to an extra \$10,000.00 for costs associated with replacing the flooring in the Playschool and Lower Floor Entrance at the Beiseker Resource Centre. CARRIED
- 9. Council Report**
- Res#2024-208** a) **Mayor Ledoyen – No Report**
b) **Deputy Mayor King – Verbal report**
c) **Councillor Wise – No Report**
d) **Councillor Spurgeon – Verbal Report**
e) **Councillor Snyder – Verbal Report**
Councillor Wise made motion to approve the Councillor reports as presented. CARRIED



10. Closed Session

a) **Formal Complaint – Bylaw 2018-03 Council Code of Conduct – FOIP Section 17 (1) and 17 (4) (f) – Tabled from July 15, 2024 Regular Council Meeting Motion 2024-184**

Res#2024-209

Councillor Wise made motion to go into closed session for Item 10 a) Formal Complaint – Bylaw 2018-03 Council Code of Conduct FOIP Section 17 (1) and 17 (4)(f) at 8:44 pm. CARRIED

Res#2024-210

Mayor Ledoyen made motion to come out of closed session for Item 10 a) Formal Complaint – Bylaw 2018-03 Council Code of Conduct FOIP Section 17 (1) and 17 (4) (f) at 9:13 pm CARRIED

11. Adjournment

Mayor Ledoyen adjourned the meeting at 9:14 pm.

Mayor, David Ledoyen

CAO, Heather Leslie

Beiseker Daily Average Water Usage Consumption by Year and Month (m3)

	2016	2017	2018	2019	2020	2021	2022	2023	2024
January	371.00	167.61	216.84	146.68	158.61	134.32	150.55	169.00	194.23
February	467.79	167.50	216.96	162.86	162.48	172.68	167.18	178.79	160.59
March	398.10	170.55	306.16	180.03	144.52	139.45	155.90	190.00	135.74
April	338.93	191.23	362.97	155.73	145.07	138.47	162.20	175.73	138.83
May	348.48	192.74	431.29	151.87	160.87	141.58	150.68	155.90	143.94
June	354.50	194.50	311.00	173.77	144.43	186.90	156.53	165.07	175.50
July	330.81	208.00	261.74	155.48	147.06	199.71	162.42	170.58	185.58
August	227.47	233.84	290.84	164.13	177.81	179.68	181.39	172.32	201.23
September	176.80	238.13	320.67	153.00	153.47	204.23	184.83	160.47	
October	169.87	166.23	153.29	152.29	146.00	157.32	158.48	151.90	
November	169.87	166.23	153.29	152.57	138.53	149.23	158.70	141.77	
December	169.87	166.23	153.29	152.29	134.94	166.84	163.45	155.26	
Average	293.62	188.57	264.86	158.39	151.15	164.20	162.69	165.57	166.96

Lowest Water Consumption by Month

Highest Water Consumption by Month

Lowest Water Consumption of All

Highest Water Consumption of All

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Monthly Total Water Usage

	2022	2023	2024
January	4767	5238	6021
February	4681	5006	4657
March	4733	5890	4208
April	4766	5272	4165
May	4771	4833	4462
June	4696	4952	5265
July	5051	5288	5753
August	5646	5342	6238
September	5545	4814	
October	4913	4709	
November	4781	4253	
December	5067	4813	

TOTALS	59417	60410	40769
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CAO REPORT – SEP 9 2024

Beiseker Arena

We have been approached by the Ag Society to look into a possible grant for the installation of solar panels on the building in the event this can reduce the increased energy costs that the organization has been dealing with. We requested a meeting with the Ag Society to discuss an approach and determine responsibilities.

Fire Training Fund

Municipal Affairs has offered a grant program for fire training that was passed on to the Beiseker Fire Department with a suggestion that we try a regional approach for application. The suggestion for a joint application was sent to Chief Hubbard (Rockyview County Fire)

Public Works Update

We are trying to get our contractor to assist with the ditch clearing as we are over-run with cattails right now (especially 4th Avenue and the ditch behind the seed plant). We are experiencing hydraulic issues with the backhoe, transtor and the dump truck. We have contacted a vendor for quotes. There is approximately \$9k left in the budget for Equipment Repair and Maintenance. The arborist (second quote) is coming out mid-September for a review of trees that need to be attended to, so we will have both quotes ready this Fall. Likely work will be done starting early 2025. The Playschool flooring is complete and they have started to move equipment back in. We are planning on budgeting the lower staircase redo for 2025 and the library floor for 2026. We are waiting to consider the a flooring issue around the elevator when the annual inspection is done later this month. EDTC provided one location for the Community Map signs to Public Works (Beefsteak) and did not provide a location for the second one. We located some glidescope indicator panels at the shop that a resident is interested in helping us donate to a museum (these are items left over from the airport). We are experiencing problems with the pumps at the lift station and storm lift station. The contractor is providing a quote. Contractor still doesn't have parts/schedule ready for the pressure relief valve project. We need to find a solution for the excess concrete/asphalt that is accumulating from village projects. Public Works has a schedule to continue work on potholes, maintenance of road sites where digs for water projects/leaks occurred and weeding. MPE is scheduling a refresher/review meeting with Public Works to go over the GIS mapping system to ensure we are using it to its full capacity. We were able to purchase a few lilac bushes for a good price (within the budget) to replace some of the dead trees on the green space on North Road (West).

Village Office

We have another broken window (recent) on the main floor that we will need to get fixed. When the Public Works computer was replaced, we had to move to the Business Account for Microsoft that will result in a charge of \$1428 per year to support all Users.

Development

We have approved a new home move into one of The Junction Lots and approved a Business Permit for NBC Homes in a downtown location for their sales office. This is the first home to be moved into Beiseler for the subdivision. Council approved a policy and fees for Road Use Agreement earlier this year that establishes a fee and process for pre and post transportation inspections and a \$50,000 damage deposit before transport is approved. There has been some kickback from the developer/transportation company on this. The policy was put in place to ensure that we are covered in the event there is damage to roads, sidewalks, posts, fencing, etc. during the transportation. There has been some activity with both sales and installation of solar panels on homes. Otherwise there are requests for information/ideas for other vacant properties in the Village, however in order to protect the interests of the developers, we are not able to disclose any details at this time.

General

We are continuing work on the GHG Reduction Pathway Application with FCM. We have provided all relative information to Circular Materials with regard to the Residential Recycling Curbside program. We are in draft mode with an agreement with the Ag Society for FCSS/Recreation use of the facility for public skate, shinny hockey and summer program (dry pad). We are working with a resident with a development permit for a sea can building that may require an extension due to the requirement from Safety Codes for engineered drawings.



VILLAGE OF BEISEKER

Cheque Listing For Council

Item 6a

Cheque #	Date	Vendor Name	Invoice #	Invoice Description	Invoice Amount	Cheque Amount
20240656	2024-09-09	ALBERTA MUNICIPALITIES	20230220	PAYMENT SEPTEMBER PREMIUMS	5,463.48	5,463.48
20240657	2024-09-09	AMSC INSURANCE SERVICES LTD.	46142	PAYMENT COMMAND TRUCK	246.00	246.00
20240658	2024-09-09	AVALANCHE WASTE MANAGEMENT	72128RO-IN	PAYMENT FURNITURE BINS	1,617.00	1,617.00
20240659	2024-09-09	BADGER METER INC.	80168436	PAYMENT AUGUST CELLULAR	11.70	11.70
20240660	2024-09-09	BEISEKER MUNICIPAL LIBRARY	2024 GRANT AUG-24 JULY-24 JUNE-24 MAY-24	PAYMENT 2024 GRANT STUDENT WAGES STUDENT WAGES STUDENT WAGES STUDENT WAGES	10,000.00 187.20 624.00 249.60 374.40	11,435.20
20240661	2024-09-09	BEISEKER REGISTRIES	0178943-00	PAYMENT COMMAND TRUCK REGISTRATI	84.00	84.00
20240662	2024-09-09	BRANT'S PLUMBING AND HEATING	2024439	PAYMENT CAMERA SEWER LINES PLAYSC	304.50	304.50
20240663	2024-09-09	CANON CANADA INC.	4030574246	PAYMENT AUG-OCT COPIER CHARGES	835.68	835.68
20240664	2024-09-09	COAST TO COAST MECHANICAL CONTRACTOR	2891 2906	PAYMENT LIFT STATION CAMPGROUND	2,596.64 1,231.62	3,828.26
20240665	2024-09-09	ENERCON WATER TREATMENT LTD.	INV0130738	PAYMENT ICE MELT	817.45	817.45
20240666	2024-09-09	FCSS ASSOCIATION OF ALBERTA	1900	PAYMENT MEMBERSHIP	230.00	230.00
20240667	2024-09-09	FLATHERS, COLIN	154993 154994	PAYMENT BLOWER REPAIR WEED WHACKER REPAIR	130.50 136.50	267.00
20240668	2024-09-09	GREAT WEST MEDIA	GWM438894	PAYMENT FRANCHISE AGRMT AD	379.77	379.77
20240669	2024-09-09	MCNAIR SAND & GRAVEL LTD	71997	PAYMENT GRAVEL FOR VALVE REPLACEM	1,230.75	1,230.75
20240670	2024-09-09	SHOOTER COATINGS INC	0326	PAYMENT PLAYSCHOOL & FOYER FLOOR	18,988.20	18,988.20
20240671	2024-09-09	VINCOVI TECHNOLOGY SOLUTIONS	50774 50886	PAYMENT PW COMPUTER MONTHLY	1,431.57 1,522.50	2,954.07
20240672	2024-09-09	WILD ROSE ASSESSMENT SERVICES	9504	PAYMENT SEPTEMBER	1,115.63	1,115.63
20240673	2024-09-09	ZOLL MEDICAL CANADA INC	319591	PAYMENT AUTOPULSE	17,343.23	17,343.23
20240674	2024-09-09	DSR CONSTRUCTION LTD	107	PAYMENT PLAYSCHOOL REPAIRS	1,623.28	1,623.28
20240675	2024-09-09	ENVIRONMENTAL 360 SOLUTIONS	GG0000114490 GG0000114491 GG0000115765	PAYMENT SEPTEMBER CAMPGROUND GARBAGE EXTRA PIK UP FROM CAMPGRO	1,448.95 272.12 78.50	1,799.57
20240676	2024-09-09	LINDE CANADA INC	AUG24	PAYMENT CYLINDERS	24.89	24.89
20240677	2024-09-09	MIKAL, VICTORIA		PAYMENT		62.93



VILLAGE OF BEISEKER

Cheque Listing For Council

2024-Sep-5
3:08:25PM

Cheque #	Date	Vendor Name	Cheque #	Invoice #	Invoice Description	Invoice Amount	Cheque Amount
20240677	2024-09-09	MIKAL, VICTORIA		GARDEN PALS	GARDEN PALS SUPPLIES	62.93	62.93
20240678	2024-09-09	PATTERSON, LYNN			PAYMENT WORK GLOVES SUPPLIES PLANTS BOTTLED WATER ARTIFICIAL FLOWERS SUMMER WORK BOOTS	14.68 53.56 107.04 9.49 103.95 115.49	404.21
20240679	2024-09-09	WORK SAFE BC		FINAL	PAYMENT FINAL PAYMENT	58.12	58.12
20240680	2024-09-09	WORKERS COMPENSATION BOARD		AUG24	PAYMENT AUGUST	1,177.00	1,177.00
20240681	2024-09-09	[REDACTED]		202409041	PAYMENT CREDIT BALANCE PAID	2,132.91	2,132.91
20240682	2024-09-09	[REDACTED]		202409042	PAYMENT CREDIT BALANCE PAID	343.72	343.72
20240683	2024-09-09	BEISEKER FRESH MARKET			PAYMENT CLEANING SUPPLIES YODA EVENT CLEANING SUPPLIES OFFICE SUPPLIES CLEANING SUPPLIES SAFETY MEETING CLEANING SUPPLIES CLEANING SUPPLIES	8.38 81.75 8.38 7.86 2.09 14.97 10.48 11.84	145.75
20240684	2024-09-09	CANOE PROCUREMENT GROUP (CAN)			PAYMENT VALVE REPLACEMENT PROJECT VALVE REPLACEMENT PROJECT VALVE REPLACEMENT PROJECT	4,995.32 433.78 2,302.43	7,731.53
20240685	2024-09-09	CINTAS		4202908138	PAYMENT JANITORIAL SUPPLIES	435.09	435.09
20240686	2024-09-09	NAPA AUTO PARTS ACME		677-374656	PAYMENT MOWER BATTERY	217.73	217.73
20240687	2024-09-09	UNITED FARMERS OF ALBERTA COOP		115625463	PAYMENT FUEL	2,542.43	2,542.43

Total 85,851.08

*** End of Report ***

Edem Ta

COUNCIL NOTES – FIRE DEPARTMENT EXPENDITURES – REVENUE FROM AEMA (JASPER FIRE) – September 9 2024

From August 19 2024 Regular Council Meeting:

Res#2024-197 Councillor Spurgeon made motion to approve the purchase of the Auto Pulse Equipment and the 20212 Ford F150 Command Vehicle with the money earned from the attendance at the 2024 Jasper Wildfires and that a decision regarding the purchase/upgrade of radios for the department will be made after all funds from this project have been received by the Village of Beiseker.

The following is a summary of the current financial outcome of the Beiseker Fire Department attendance at the 2024 Jasper Wildfire.

The suggested expenditures include:

- Up to \$7000 to repair the Public Works truck that was used to transport the final crew back to Beiseker from Jasper. The vehicle was travelling at night and the accident was deemed as unavoidable. In order to avoid the lengthy timeframe of taking this to insurance, the Fire Department has agreed to pay for the repairs to the truck out of the AEMA proceeds.
- Per Res#2024-197, Council agreed to review the request for the radios that are needed by the department now that we have the revenue/expenses finalized. Currently the department is equipped with only two functional radios which is not functional during attendance at an incident. We are concerned that we are taking significant risks as often communication failure is a contributing factor to the safety of our volunteer firefighters as well as the efficiency in which the department reacts to an emergency. A sufficient number of working radios would assist the village in the event of any other emergency as well.

Please provide a decision by motion to approve the expenditures for the Public Works truck repair and radio purchase/upgrade in the amount of \$67,000.00. This will leave \$124,500 +/- that will be moved to reserves for the department.

TOTAL BILL	\$339,521.49
Members	-\$94,987.74
	\$244,533.75
Command Truck	-\$38,000.00
Auto pulse	-\$15,000.00
	\$191,533.75
PW truck	-\$7,000.00
Radios	-\$60,000.00
	\$124,533.75

Item 7c

COUNCIL NOTES – ANIMAL CONTROL BYLAW 2024-10 September 09 2024

Beyond the request that we increase the number of permitted pets from 6 to 8 per household, this bylaw was reviewed and minorly changed for grammatical and clarification. There is nothing significant that changes the content of the bylaw.

The only other change was that we moved any associated fees to the revision of Bylaw 2024-03 Fees and Schedules bylaw. This just follows best practices to get all our fees/charges (other than penalties/fines for the most part) in one document.

BYLAW 2024-10
VILLAGE OF BEISEKER ANIMAL CONTROL BYLAW

BEING A BYLAW OF THE VILLAGE OF BEISEKER, IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE LICENSING, REGULATION AND CONTROL OF ANIMALS WITHIN THE BOUNDRIES OF THE VILLAGE OF BEISEKER.

WHEREAS the provisions of the *Municipal Government Act*, Revised Statutes of Alberta, 2000, Chapter M-26 and all amendments thereto, empower council to pass Bylaws for the purpose of restricting, regulating, and controlling of animals in the Municipality;

AND WHEREAS the provisions of the Provincial Offences Procedures Act, being Chapter P-21 Revised Status of Alberta, 1980 and all amendments thereto, empower council to pass Bylaws respecting voluntary penalties;

AND WHEREAS the Council of the Village of Beiseker deems it proper and expedient to pass such a Bylaw;

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

SECTION 1 – TITLE

1.1 This Bylaw may be cited as the “Animal Control Bylaw” of the Village of Beiseker.

SECTION 2 – DEFINITIONS

2.1 The following definitions shall apply to this Bylaw:

a) “Animal” means a dog or cat unless specifically stated.

b) “Animal Care Facility” means a facility or organization charged by the Village with the lodging, care and/or any medical requirements of an animal that has been apprehended. This may include a Pound, Kennel, Organization or Veterinarian.

c) “At Large” means:

- 1)** animals which are not under the control of a person responsible and not on a leash held by a competent person and is or are actually upon property other than the property in respect of which the Owner of the animal or animals has the right of occupation, or upon any highway, street, laneway, boulevard, sidewalk, park, playground, public walking path, school ground, or other public place; or
- 2)** animals which are ostensibly under the control of a person responsible and which yet causes damage to property or other animals.

d) “Attack” means an action by an animal resulting in bleeding, sprains, bruising or multiple injuries to a person or another animal.

e) “Bite” means wound to the skin causing it to bruise, puncture, or break.

f) “Cat” means any domesticated member of the feline species.

g) “CAO” means the Chief Administrative Officer of the Village of Beiseker or his/her designate.

h) “Council” means the Council of the Village of Beiseker.

i) “Court” means legal authority to hear and decide a case, encompassing the power to make legal judgements and rulings.

j) “Communicable Disease” means an infectious disease transmissible by direct or indirect contact by the animals determined by a veterinarian or Alberta Health Services, or any other person authorized to determine a communicable disease.

k) “Damage to Property” means damage to property other than the Owner’s Property with the damage being valued at more than ten dollars (\$10.00).

l) “Dangerous Dog” means any dog, whatever its age, whether on public or private property which has:

- 1)** without provocation, attacked, injured, or bitten any other domestic animal or Human in accordance with the Dunbar Scale, a level four or higher injury (see Appendix “B” Dunbar Scale”); or
 - 2)** having already been declared or deemed, by a Court or other Municipality, to be significant threat to public safety; or
 - 3)** in the opinion of a Judge or Justice of the Provincial Court presents an unacceptable threat or serious harm to other domestic animals or humans.
- m)** “Day” means a continuous period of twenty-four (24) hours, or a portion thereof.
- n)** “Dog” means any domesticated member of the canine family.
- o)** “Emotional Support Animal” means an animal prescribed as necessary for the therapeutic support of a person.

BYLAW 2024-10
VILLAGE OF BEISEKER ANIMAL CONTROL BYLAW

- p)** **“Enforcement Officer”** means any member of the RCMP, Community Peace Officer, Bylaw Enforcement Officer, or authorized person as appointed by Council.
- q)** **“Former Owner”** means the person, who at the end of time of impoundment was the Owner of an animal that subsequently has been sold or destroyed.
- r)** **” Fowl”** means a barnyard or domestic bird including, but not limited to chickens, turkeys, ducks or animals classified as fowl.
- s)** **” Grandfathered”** means exempt from specified provisions of this Bylaw.
- t)** **“Holiday”** means Saturday, Sunday or any other day declared to be a holiday by Federal, Provincial or Municipal Statutes.
- u)** **“Kennel”** means any premises or facility where animals are maintained, boarded, trained, bred or cared for in return for remuneration and may include overnight accommodation.
- v)** **“License”** means a dog or cat license issued by the Village of Beiseker in accordance with the provisions of this Bylaw.
- w)** **“License Fee”** means the applicable annual fee payable for a license in respect for a dog or cat as set out in this Bylaw.
- x)** **“License Tag”** means the identification tag issued by the Village of Beiseker showing the license number for a specific dog or cat.
- y)** **“Livestock”** means, but is not limited to:
- 1)** a horse, mule, ass, swine, emu, ostrich, camel, llama, alpaca, or goat;
 - 2)** domestically reared or kept deer, elk, reindeer, moose, or bison;
 - 3)** farm bred fur bearing animals including fox and mink;
 - 4)** any animal of the bovine species;
 - 5)** animals of the avian species including chickens (except urban hens per Village of Beiseker Urban Hen Bylaw), turkeys, ducks, geese, pigeons, or pheasants; and
 - 6)** all other animals that are kept for agricultural purposes, but does not include dogs, cats or any other domesticated household pets.
- z)** **“Muzzle”** means a device of sufficient strength placed over a dog’s mouth to prevent it from biting.
- aa)** **“Owner”** means a:
- 1)** person over the age of majority who has the care, charge, custody, possession or control of an animal; or
 - 2)** person who owns or claims any proprietary interest in an animal; or
 - 3)** person who harbours, suffers, or permits an animal to be present on any property owned, occupied, or leased by the Owner, or which is otherwise under the Owner’s control; or
 - 4)** person who claims and receives an animal from the custody of the Animal Care Facility or an Enforcement Officer; or
 - 5)** person to whom a license tag was issued for an animal in accordance with this Bylaw; or
 - 6)** person who habitually feeds and/or waters an animal to enable it to survive, and for the purposes of this Bylaw, an animal may have more than one Owner.
- bb)** **“Owner’s Property”** means any property in which the Owner of an animal has a legal or equitable interest or over which the Owner of the Animal has been given the control or use of, by the legal or equitable Owner of the Property, and which property shall include, without limiting the generality of the foregoing, land, building and vehicles.
- cc)** **“Permitted Leash”** means a leash used to restrain the animal.
- dd)** **“Playground”** means land within the Village and controlled by the Village upon which apparatus such as swings, and slides are placed.
- ee)** **“Provincial Offences Procedure Act (POPA)”** means the *Provincial Offences Procedures Act R.S.A 2000 Chapter P-34* and the regulations thereof as amended or replaced from time to time.
- ff)** **“Serious Threat”** means any dog, whatever its age, whether on public or private property which has:
- 1)** without provocation, attacks, injuries, or bites any other domestic animal or Human in accordance with the Dunbar Scale, a level one (1) thru three (3) injury **(see Appendix “B” Dunbar Scale”)**; or
 - 2)** without provocation, damages or destroys any public or private property;
 - 3)** clearly threatens, or creates the reasonable apprehension of a serious threat to the safety of the public or other domestic animals; or
 - 4)** has been declared or deemed, by a Court, the CAO, or other Municipality, to be significant threat to public safety; or
 - 5)** in the opinion of the CAO, presents an unacceptable threat of serious harm to other domestic animals or humans.

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- gg)** “**Service Dog**” means a dog trained as a guide for a disabled person and having the qualifications prescribed by the *Service Dog Act of Alberta, S.A. 2007, C.S-7.5*, as amended or replaced from time to time,
- hh)** “**Unclaimed Animal**” means any animal that has been impounded seized or otherwise come into the possession of the Village and has not been claimed by the Owner after a minimum time of 72 (seventy-two) hrs.
- ii)** “**Unlicensed Animal**” means either a member of the dog or cat species which does not have a valid license and tag issued by the Village of Beiseker.
- jj)** “**Village**” means the Village of Beiseker
- kk)** “**Violation Tag**” means a tag or similar document issued by the Village of Beiseker pursuant to the *Municipal Government Act*.
- ll)** “**Violation Ticket**” as per the *Provincial Offences Procedure Act R.S.A 2000, Chapter P 4(POPA)* and the regulations as amended or replaced from time to time.

SECTION 3 – GENERAL

- 3.1** Nothing in this Bylaw relieves a Person from complying with any provision of any federal or provincial law or regulation, other Bylaw or any requirement of any lawful permit, order, or license.
- 3.2** Any heading, sub-headings, or tables of contents in this Bylaw are included for guidance purposes and convenience only and shall not form part of this Bylaw.
- 3.3** Any reference to the provisions of a statute of Alberta or another Bylaw is a reference to that statute or Bylaw as amended or repealed and replaced from time to time.
- 3.4** All the schedules attached to this Bylaw shall form a part of this Bylaw.
- 3.5** This Bylaw is gender-neutral and, accordingly, any reference to one gender includes the other.
- 3.6** Every provision of this Bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalid for any reason by a Court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.
- 3.7** In the event of any proceeding under this Bylaw whether it be the impounding of an Animal or the commencement of any proceedings by way of summons, the burden of establishing the age of the Animal, shall be upon the Owner of such an Animal.

SECTION 4 – OWNER(S) RESPONSIBILITIES

- 4.1** No Owner of an Animal shall allow an Animal to be At Large.
- 4.2** An Animal shall be deemed to be “At Large” if the Animal is taken into custody by an Enforcement Officer, even if the Animal is wearing a collar, harness, or leash.
- 4.3** No Owner of an Animal shall fail to obtain a license. See Section 10.1
- 4.4** No Owner shall allow an Animal to be left unattended while tethered or tied on a premises where the public has access, whether the access is expressed or implied;
- 4.5** No Owner shall allow an Animal to be left unsupervised outside while on private property;
- 4.6** No Person shall keep or harbour more than 8 (eight) Animals that are aged 3 (three) months or older on Owner’s Property.
- 4.7** If an Enforcement Officer has evidence of noise or odor due to the number of Animals on a property, the Village may require a reduction in the number of Animals permitted.
- 4.8** No Owner of an Animal shall fail to comply with an order issued by an Enforcement Officer whether it be verbal or in written form.

SECTION 5 - NUISANCE

- 5.1** No Owner shall allow an Animal to habitually bark, howl or otherwise create disturbance by such noise or combination of noises, that disturbs the quiet and repose of any Person:
- 5.2** No Animal shall cause damage to property within the Village of Beiseker.
- 5.3** No Owner shall permit an Animal to become a public nuisance by:
- a) biting, chasing, or attacking a Person or Animal;
 - b) causing any injury, severe or otherwise, to any Person or Animal whether the Animal is on the property of the Owner or not;
 - c) biting, chasing, or attacking bicycles, automobiles, or any other vehicle;
 - d) not containing or restraining both on and off the Owner(s) property in a manner sufficient to avoid attracting other Animals;
 - e) allowing or placing an Animal in any garden or floral area of any public or private property other than then premises of the Owner of the Animal;

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- f)** allowing or placing an Animal in any swimming, bathing or wading pool that is provided for the use of the public;
- g)** allowing an Animal in or on any other area where Animals are prohibited.
- 5.4** No Owner shall allow an Animal to upset waste receptacles and scatter the contents on either public or private lands and upon summary conviction thereof shall in addition to any penalty imposed upon him be civilly liable to the Village of Beiseker for any expense directly or indirectly incurred by it in connection with the receptacle being upset or the waste scattered about.
- 5.5** No Owner of an Animal or Animals shall allow the odour of Animal feces on their property, or property within their care or control, to disturb, annoy or interfere with the enjoyment of neighbouring property by other Person(s).
- 5.6** No Person shall fail to immediately remove any defecation of an Animal on any property other than the Owner(s) and dispose of the same in a sanitary manner.
- 5.7** No Person(s) disposing Animal waste shall fail to:
- a)** deposit waste in any receptacle other than the Owner(s) with the exceptions of a Municipal disposal container; or
 - b)** secure the waste/feces in a plastic bag or other container that will contain the feces and is sealed so as not to permit any drainage of liquid or spillage of solid matter.
- 5.8** No Person shall:
- a)** tease, torment, annoy, abuse, or injure any Animal at any time on any public or private property within the Village;
 - b)** shall interfere with, hinder, or obstruct an Enforcement Officer or any Person authorized by this Bylaw who is attempting enforce any provision of this Bylaw;
 - c)** entice an Animal to enter a house, or any other place where it may be safe from capture or to otherwise assist an Animal to escape capture by an Enforcement Officer, including tampering with traps;
 - d)** falsely make representation as to be in charge or control of an Animal so as to establish that the Animal is not "At Large";
 - e)** unlock or unlatch or otherwise open a vehicle in which Animals are kept for impoundment so as to allow or attempt to allow the Animal to escape;
 - f)** untie, loosen, or otherwise free an Animal which has been tied or otherwise retained and thereby allowing the Animal to be "At Large";
 - h)** lead, ride, or drive cattle or any other livestock within the Village with the exception of Animals contained on farmland without prior written permission of the Village of Beiseker; or
 - i)** harbour any Animal or livestock associated with farming except on land that is zoned as farmland within the Village Land Use Bylaw.

SECTION 6 – SERIOUS THREAT and DANGEROUS DOGS

- 6.1** The CAO may declare a Dog to be a Serious Threat if the CAO has reasonable grounds to believe, either through personal observation or on the basis of facts determined after an investigation of a complaint, that the Dog; has
- a)** known propensity, tendency, or disposition to threaten, attack, chase, or bite other Animals or humans;
 - b)** has without provocation inflicted a wound upon another Animal or human from level 1(one) thru 3(three) in accordance with the Dunbar Scale;
 - c)** has already been declared a Serious Threat or Nuisance by a Court of law or other Municipality; or
 - d)** is a continuing nuisance or threat to any human or other Animal.
- 6.2** Where the CAO determines that a Dog is a Serious Threat, the CAO shall:
- a)** serve the Owner with a written notice (**See Appendix "E"**) that the Dog has been declared to be Serious Threat; and
 - b)** direct the Owner to keep the Animal in accordance with the provisions of Section 6, with a time limit for compliance; and
 - c)** inform the Owner that, if the Animal is not kept in accordance with Section 6, the Owner may be fined, or subject to enforcement action pursuant to this Bylaw; and
 - d)** inform the Owner of what training is to be completed for the Animal to remain within the Village boundaries; and
 - e)** provide proof of training to the Village.

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- 6.3** A written notice under Section 6.1 above shall include a summary of the applicable provisions regulating an Animal declared a Serious Threat under this Bylaw.
- 6.4** No Owner of a Dog declared to be a “Serious Threat or Dangerous” either by a Municipality or Court shall fail to divulge that information immediately to the Village Office upon taking residence within the Village of Beiseker.
- 6.5** No Owner of a “Serious Threat or Dangerous” Dog shall fail to obtain and maintain a “Dangerous” Dog license with the required fee outlined in the Village of Beiseker Fees and Schedules Bylaw.
- 6.6** No Owner of a “Serious Threat or Dangerous” Dog shall fail to immediately notify the Village of Beiseker if the “Serious Threat or Dangerous” Dog is At Large;
- 6.7** A Justice or Judge may order that a “Serious Threat or Dangerous” Dog be removed from the Village. The Owner shall submit in writing to the Village the new location of the Dog within 14(fourteen) days of the judgement.
- 6.8** No Owner shall fail to forward to the Municipality where the Dog has been relocated. Failure to provide the Village with this information is an offence under this Bylaw.
- 6.9** No Owner of a Dog declared “Serious Threat or Dangerous” by any Municipality or Court, including the Village of Beiseker, shall fail to comply with any condition imposed by the Village to keep the Animal within the village boundaries. These conditions may include, but are not limited to:
- a)** the Dog must have a current and valid Vicious Dog License, issued by the Village; and
 - b)** the Dog must be muzzled at all times, when not on the property of the Owner; and
 - c)** the Dog must be confined in a secured pen with a locking mechanism when in a fenced yard; and
 - d)** must be under the direct supervision of a Person over the age of 18(eighteen) years old, that is capable of control the size, strength, and personality of the Dog; and
 - e)** the yard shall be fenced with material that is capable of containing the Dog, and any entrances to the yard will be secured with a locking mechanism. The bottom of the fence shall be embedded in the ground to a depth no less than 30(thirty) centimeters. The height of the fence shall be high enough so that it is able to contain the Dog, and there will be no avenues available for the Dog to escape the yard either under, over or through the fence; and
 - f)** the perimeter of the property shall be properly signed (**see Appendix “C”**) with a warning to the public or any visitor to the property that the Dog that resides on the property is a “Serious Threat or Dangerous” Dog; and
 - g)** when being walked, the Dog must be muzzled and secured on a leash of no more than 1(one) meter in length and held by a Person of at least 18(eighteen) years old, who is capable of controlling the size, strength, and personality of the Dog;
 - h)** obtain and maintain liability insurance, specifically covering any damage or injury caused by the “Serious Threat or Dangerous” Dog, in an amount of no less than \$2,000,000.(two million) dollars and to provide proof of such insurance to the Village no later than 10(ten) days following the Dog being declared a “Serious Threat or Dangerous” Dog, or ten (10) days following the date that the “Serious Threat or Dangerous” Dog is located to the Village;
 - i)** have the “Serious Threat or Dangerous” Dog implanted with an electronic identification microchip by a licensed veterinarian and provide the information on the microchip to the Village; and
 - j)** the “Serious Threat or Dangerous” Dog must be altered, and proof of spayed or neuter will be provided to the Village by the Owner in a specific time frame; and
 - k)** not permit the “Serious Threat or Dangerous” Dog to be in any public park or off-leash park.
- 6.10** No Owner of a “Serious Threat or Dangerous” Dog shall fail to immediately notify the Village should the policy of liability insurance expire or is cancelled, or terminated and upon the occurrence of such an event, the Dangerous Dog license shall be null and void unless the Village receives written proof that a new insurance policy has been secured, meeting the requirements of Section 6.9(h) within 10(ten) days of the expiry, cancellation, or termination of the original policy of liability insurance.
- 6.11** No Owner of a “Serious Threat or Dangerous” Dog shall fail to notify within 10(ten) days in writing, to the Village of an Animal’s new location, if the Animal has been sold, gifted, transferred to another owner, or if the Animal dies.
- 6.12** No Owner of a “Serious Threat or Dangerous” Dog shall fail to remain liable for the actions of the Animal until written notification of location, sale, gift, transfer, or death is provided in writing to the Village.
- 6.13** No Owner of a “Serious Threat or Dangerous” Dog shall fail to comply with all conditions and responsibilities of Sections 4 and 5 of this Bylaw.
- 6.14** The Owner of a Dog that has been declared as a “Serious Threat” Dog by the Village may appeal this decision to the Village of Beiseker Council (**See Appendix “F”**).

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- a) the appeal must be in writing and received by the Village within 10(ten) days following the designation. The appeal must include the following:
(i) the fee for filing the appeal as outlined in the Village of Beiseker Fees and Schedules Bylaw; and
(ii) sound reasoning including any proof, documentation, written opinions of professionals, that would describe in detail why the designation should be lifted.
(iii) the appeals must be signed by the Owner of the “Serious Threat” Dog with a date and contact information for the Owner.
- b) Council may consider the following when determining the appeal:
(i) the history of the Dog (any formal or informal previous complaints, information from municipalities or enforcement agencies where the Dog previous resided, etc.);
(ii) the severity of the bite or injury; **(refer to Dunbar Scale Appendix “B”)**
(iii) the circumstances of the event;
(iv) any related enforcement action upon both the Dog or the Owner; and
(v) any other documents that pertain to the appeal.
- c) Council may uphold or dismiss the “Serious Threat” Dog designation.
- 6.15 The decision of Council shall be provided to the Owner in writing within 14(fourteen) days of Council conducting the review and may be served personally or by registered mail on the Owner, at the address appearing on the Village’s assessment roll for the Owner(s) property or the address appearing on the Motor Vehicle Registries system if it is determined the Owner of the Animal is a renter.
- 6.16 During the appeal process, the Owner of the “Serious Threat” Dog shall comply with all conditions assigned by the Village as well as all conditions of this Bylaw.

SECTION 7 – UNATTENDED ANIMAL(S) IN VEHICLE

- 7.1 No Owner of an Animal(s) or the operator of a motor vehicle shall leave any Animal in an unattended motor vehicle if weather conditions are not suitable for the containment of an Animal. The suitability of weather conditions is at the discretion of the Enforcement Officer.
- 7.2 If, in the opinion of an Enforcement Officer, an Animal who has been left in a motor vehicle in adverse weather is in distress, the Enforcement Officer may forcibly enter a motor vehicle to remove the Animal(s).
- 7.3 No damages or compensation shall be recovered by the Owner of the Animal(s) or motor vehicle if damage is sustained to the vehicle by the Enforcement Officer while executing their duties pursuant to Section 7.2.
- 7.4 No Person shall allow any Animal to ride outside of a motor vehicle unless in an airline approved crate within the Village, unless that vehicle is being used in a parade or other event where prior permission has been received by the Village.

SECTION 8 – COMMUNICABLE DISEASES

- 8.1 No Owner of an Animal suffering from a communicable disease shall:
a) permit the Animal to be in any public place;
b) keep the Animal in contact with or proximity to any other Animal;
c) fail to immediately report the communicable disease to the Village.
- 8.2 No Owner of an Animal suffering from a communicable disease shall fail to upon demand of an Enforcement Officer, surrender for quarantine any Animal which has inflicted a bite on any Person.
- 8.3 No Owner of an Animal shall fail to surrender for quarantine any Animal if there is reasonable or probable ground that the Animal has been exposed to rabies.

SECTION 9 – OFF LEASH AREAS AND ANIMAL EVENTS

- 9.1 The Village may designate areas where Dogs are permitted to run when off leash and may designate areas where organized and controlled canine events may be held by causing signs to be posted and any other conditions in such areas indicating such designations.
- 9.2 Notwithstanding Section 9.1 an Owner of a Dog is not required to have the Dog on a leash in a park or portion of a park which has been designated as an off-leash area by the Village of Beiseker.
- 9.3 The Owner of a Dog in an off-leash area shall ensure such Dog is under control at all times.
- 9.4 An Enforcement Officer may:
a) ordered that a Dog be put on a leash; and or
b) order that a Dog be removed from an off-leash area.
- 9.5 No Person shall refuse to follow an order issued by an Enforcement Officer pursuant to Section 9.4 of this Bylaw.

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- 9.6** Whether a Dog is under control is a question of fact to be determined by a Court hearing a prosecution pursuant to this section of the Bylaw having taken into consideration any or all of the following:
- a)** whether the Dog was at such a distance from its Owner so as to having been incapable of responding to voice sound or sight commands;
 - b)** whether the Dog had responded to voice sound or sight commands from the Owner;
 - c)** whether the Dog had bitten attacked or done any act that injures a Person or another Animal;
 - d)** whether the Dog chased or otherwise threatened a Person;
 - e)** whether the Dog caused damage to property
- 9.7** Nothing in this section relieves a Person from complying with any other provisions of this Bylaw.
- 9.8** No Owner of a "Serious Threat or Dangerous" Dog shall permit the "Serious Threat or Dangerous" Dog to be in an off leashed area at anytime.

SECTION 10 – LICENSING PROVISIONS

- 10.1** No Owner of an Animal shall fail to obtain an annual license for each Animal that is 3(three) months or older as set out in the Village of Beiseker Fees and Schedules Bylaw.
- 10.2** No person under the age of 18 may obtain a license.
- 10.3** When applying for a license for an altered Animal, a Veterinarian Certificate must be provided stating the Animal has been altered.
- 10.4** Should any Animal be spayed or neutered during the license year, a valid certificate from a duly licensed veterinary must be submitted for photocopy to the Village Office when purchasing the license for the following year.
- 10.5** No Owner of an Animal shall:
- a)** fail to obtain an annual license for any Animal from the Village of Beiseker on or before the close of business on the last working day of January in each calendar year;
 - b)** fail to obtain an annual license within the first two weeks of acquiring ownership of any Animal or within the first two weeks of becoming a new resident of the Village of Beiseker.
 - c)** fail to obtain a license for any Animal which is kept or harboured for more than 1(one) month by the Person;
 - d)** fail to complete the prescribed licensing application including the full description, and other pertinent information relating to the Animal;
 - e)** fail to provide any Animal with a collar to which the license tag can be affixed;
 - f)** fail to ensure that any Animal not on the Owner's property, is wearing a collar with the license tag affixed.
- 10.6** The onus that an Animal is not the property of the said Owner shall rest upon the Owner.
- 10.7** No Person shall provide false or misleading information with respect to the information required for the licensing of an Animal.
- 10.8** Upon payment of the license fee and providing the information set out in the Village of Beiseker Fees and Schedules Bylaw, the Village of Beiseker shall issue to the Owner a metallic license tag. License tags are not replaced every year, however, the fee for the tag will be paid annually according to Section 10.1 of this Bylaw.
- 10.9** An Owner of any Animal that has been duly licensed may obtain a replacement license tag for one that has been lost, upon payment of the fees set out in the Village of Beiseker Fees and Schedules Bylaw.
- 10.10** No Owner shall fail to immediately notify the Village of Beiseker that their Animal is missing.
- 10.11** The Village of Beiseker is not responsible to find or attempt to find any Animal that is not licensed with the Village of Beiseker.
- 10.12** No New Owner of any Animal that is currently licensed with the Village shall fail to report a transfer of Ownership to the Village of Beiseker.
- 10.13** No annual license fee for the current year shall be payable in respect of such transfer or registration if the Animal is already licensed for that year with the Village.
- 10.14** No Person shall be entitled to a license rebate under this Bylaw.
- 10.15** No license is required for Persons with an Animal temporarily living in the Village for a period not exceeding 1(one) month.
- 10.16** The Village shall keep a record of the names and addresses of each Owner, including the breed, colour, and sex of each Animal, together with the date of registration of each Animal, the number of the license tag issued to the Owner and the amount paid.
- 10.17** No Owner of an Animal shall fail to obtain a license, that it is under the age of 3(three) months of age. if the Animal is found At Large or involved in any other infraction of this Bylaw.

SECTION 11 - RESTRICTED OR PROHIBITED ANIMAL(S)

11.1 No Person shall harbour or permit to be harboured within the Village of Beiseker:

- a) any Animal classified as fowl other than laying hens under the provision of the Village of Beiseker Urban Hen Bylaw;
- b) any livestock;
- c) any snakes, reptiles or insects which are poisonous; and
- d) any species, including any of the above, deemed to be dangerous or infectious in the opinion of Alberta Health Services.

SECTION 12 – SERVICE OR EMOTIONAL SUPPORT ANIMAL(S)

- 12.1** Notwithstanding Section 11.1 of this Bylaw, the CAO in conjunction with the Enforcement Officer, may grant a permit allowing an individual who requires the assistance of a Service or Emotional Support Animal.
- 12.2** Any applicant requesting approval to own an Emotional Support Animal, must provide written documentation from a psychologist, psychiatrist, or other licensed mental health professional that such an Animal is necessary for the therapeutic support of the applicant.
- 12.3** Any applicant requesting approval for a permit for a Service Animal must provide documentation that the Animal has completed the qualifications prescribed by the *Service Dog Act of Alberta S.A. 2007, C.S-7.5*.
- 12.4** No Owner of a Service or Emotional Support Animal shall fail to adhere and abide by the conditions set forth in this Bylaw.

SECTION 13 – SEIZURE OF ANIMALS (Apprehension of Animal)

- 13.1** An Enforcement Officer may capture and transfer to an Animal Care Facility, any Animal under the following circumstances, but not limited to:
- a) the Animal is observed to be At Large on public property or property other than the Owner(s) or property where consent has not been given;
 - b) the Animal has bitten or alleged to have bitten a Person or Animal, pending the outcome of an application to the Animal as a “Serious Threat or Dangerous” Dog, or an application has been made to have the Animal destroyed;
 - c) the Owner of the Animal is failing to comply with the conditions of ownership that were imposed by either the Village or the Court;
 - d) whereby the Enforcement Officer determines that the Animal is in distress or may require immediate medical treatment from a licensed veterinarian; or
 - e) an Animal is required to be impounded pursuant to the provisions of this Bylaw, or any statutes or regulations of the Province of Alberta or Canada.
- 13.2** An Enforcement Officer may enter onto the land surrounding any building in pursuit of any Animal which has been observed in the situations listed in Section 13.1 of this Bylaw and may take any such reasonable measures as necessary to subdue any Animal which is to be captured and impounded.
- 13.3** Impoundment fees are payable by the Owner to the Animal Care Facility.

SECTION 14 –ANIMAL CARE FACILITY OPERATIONS

- 14.1** The Village may use or contract an outside organization to lodge and care for Animals that have been apprehended. Once the Animal is in custody of that facility, the Village is no longer liable for the Animals’ care, control, and well-being.
- 14.2** Apprehended Animals will be retained by the Animal Care Facility, in accordance with the Animal Care Facility’s own policies, and must be claimed within 72(seventy-two) hrs (excluding Statutory Holidays, and days that the Animal Care Facility is not open), if no Owner has been located.
- 14.3** Any apprehended Animal is the sole responsibility of the Animal Care Facility, and the Village is not responsible for the actions of that facility.
- 14.4** The Village of Beiseker or an Enforcement Officer may direct an Animal to be retained by the Animal Care Facility for a period longer than 72 (seventy-two) hrs, if in the opinion of the CAO or Enforcement Officer, circumstances warrant the expense.
- 14.5** No Owner of an Animal shall fail to be responsible for all costs incurred during and after the apprehension of their Animal. This may include, but is not limited to fines, administration costs, Court, travel, lodging, veterinarian costs and/or release fees.

SECTION 15 – IMPOUNDMENT

- 15.1** Animals impounded in the Animal Care Facility shall be kept for a minimum period of 72 (seventy-two) hrs if no Owner is known; In the calculation of the 72 (seventy-two) hour period, Statutory Holidays, and days that the Animal Care Facility is not open shall not be included. If an Owner arrives to claim Animal prior to the 72(seventy-two) hrs, the Animal Care Facility will release the Animal subject to Section 15.4.
- 15.2** Notwithstanding Section 15.1, where an Animal that has been impounded bears obvious identification tattoos, brands, marks, tags or licenses, the applicable time limit is 10(ten) days after the date on which the Animal was delivered as per the *Animal Control Act Revised Statutes of Alberta 2000 Chapter A-41 Section 7(2)*. Where the Owners name and address can be ascertained he shall be served a Impound notification in **Appendix “D”** of this Bylaw, either personally or by leaving it, or by mail to the last known address of the Owner
- 15.3** An Owner of an Animal to whom an Impound Notification is issued pursuant to Section 15.2 is deemed to have been received after 48(forty-eight)hours from the time it is issued.
- 15.4** The Owner of any impounded Animal may reclaim the Animal by paying the Animal Care Facility:
- a)** the appropriate impound fees as set out in the Village of Beiseker Fees and Schedules Bylaw;
 - b)** the appropriate fee for boarding and providing sustenance for the Animal as set out in the Village of Beiseker Fees and Schedules Bylaw ;
 - c)** the appropriate license fee when the Animal is not licensed;
 - d)** the cost of any veterinary treatment for the Animal; and
 - e)** any other costs incurred due to the impoundment.

SECTION 16 - DISPOSAL

- 16.1** An Enforcement Officer shall not sell, destroy, or otherwise dispose of an impounded Animal until the following conditions have been met:
- a)** the Animal has been retained in the Animal Care Facility for 10 (ten) days when the name and address of the Owner is known, and a Impound Notification has been issued; or
 - b)** the Animal has been retained in the Animal Care Facility for 72 (seventy-two) hrs, if the name and address of the Owner are not known, or
 - c)** unless a Person having the authority, retention orders for the disposal of the Animal; or
 - d)** unless the Owner of the Animal makes arrangements with the Enforcement Officer for the further retention of the Animal.
- 16.2** At the expiration of the time period established in Section 16.1, the Chief Administrative Officer is authorized to:
- a)** offer the Animal for sale or as a gift;
 - b)** have the Animal euthanized in a humane manner;
 - c)** allow the Animal to be redeemed by its Owner in accordance with the provisions of Section 15.4 above; or
 - d)** continue to impound the Animal for an indefinite period of time or for such further period of time as the CAO, in their discretion, may decide.
- 16.3** The purchase of any Animal from the Animal Care Facility pursuant to the provisions of this section shall obtain full right and title to it and the right and title of the previous Owner shall cease thereupon.
- 16.4** Where an Animal has been impounded if, in the opinion of a Registered Veterinarian, the Animal should be humanely euthanized for medical reasons, a Registered Veterinarian may immediately proceed to humanely euthanize the Animal.
- 16.5** No action shall be taken against any Person, including an Enforcement Officer or Registered Veterinarian, acting under the authority of this Bylaw for damages for destruction or other disposal of a any Animal, in accordance with the provisions of this Bylaw.
- 16.6** Any impounded Animal which is unclaimed, and the requisite fees associated with the capture, impoundment, or any other fees relating to this Bylaw have not been paid within the specified time, may be destroyed, or otherwise disposed of by order of the Enforcement Officer in which case those costs incurred will be borne by the Village.
- 16.7** Any Animal so captured and impounded shall not be released from the Animal Care Facility unless the Owner can prove to the Animal Care Facility personnel that all fines, fees and costs have been paid and a current license has been obtained if required, pursuant to this Bylaw.

SECTION 17 – ENFORCEMENT AUTHORITY OF AN ENFORCEMENT OFFICER

- 17.1** Any Enforcement Officer is hereby authorized to enforce this Bylaw.
- 17.2** No Person(s) shall interfere with, hinder, or obstruct an Enforcement Officer or any Person authorized by this Bylaw who is attempting enforce any provision of this Bylaw.

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- 17.3** No Person shall fail to comply with an Order issued either in writing or by verbal means from an Enforcement Officer.
- 17.3** An Enforcement Officer may enter onto the land surrounding any building which has been observed contravening any section of this Bylaw.
- 17.4** An Enforcement Officer may capture any Animal:
- a)** in any case where the Enforcement Officer believes or has reasonable grounds to believe an offence under this Bylaw is being or has been committed; or
 - b)** which is required to be impounded pursuant to the provisions of any statute of Canada or the Province of Alberta, or any regulation made thereunder.
- 17.5** The Enforcement Officer may use any humane method in their attempt to capture an Animal and should the Animal be hurt during capture or attempted capture, neither the Village, Council or the Enforcement Officer be held liable for such injury.

SECTION 18 - PENALTIES

- 18.1** Any Person who contravenes any provision of this Bylaw is guilty of an offence and is liable to a penalty as set out in **Schedule "A"** of this Bylaw.
- 18.2** In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which the offence continues and any Person guilty of such an offence is liable to a fine in an amount not less than that established by this Bylaw for each such day.
- 18.3** Fees for licensing, impounding, boarding, feeding and veterinary treatment of the Animal shall be charged to the Owner of the Animal as set out in the Village of Beiseker Fees and Schedules Bylaw.
- 18.4** Any Person who contravenes any provision of this Bylaw is guilty of an offence by:
- a)** doing any act or things which the Person is prohibited from doing; or
 - b)** failing to do any act or thing the Person is required to do.
- 18.5** A Person who is guilty of an offence is liable to a fine in an amount not less than that established in **Schedule "A"**, and not exceeding \$10,000.00, and in default of payment of any fine imposed to imprisonment for no more than 6(six) months.
- 18.6** Where there is a specified penalty listed for an offence in **Schedule "A"** to this Bylaw, that amount is the specified penalty for the offence.
- 18.7** Where there is a Municipal Tag penalty listed for an offence in **Schedule "A"** to this Bylaw that amount is the minimum penalty for the offence.
- 18.8** Nothing in this by law shall be construed as curtailing or bridging the right of the Village to obtain compensation or to maintain any action for loss of or damage to property from or against the Person(s) of the Animal(s) responsible.
- 18.9** Where an Enforcement Officer believes that an Animal or the Owner is in contravention of this Bylaw, they may:
- a)** place a Violation Tag at the place of residence; or
 - b)** send the Violation Tag to the Owner of the Animal by ordinary mail.
- 18.10** A Violation Tag shall be in form approved by the Village and shall state:
- a)** the name of the Owner;
 - b)** the offence;
 - c)** the appropriate penalty for the offence as is specified in **Schedule "A"** of this Bylaw;
 - d)** the date that the penalty is due, and the penalty date must be within 10 days of issuance of the Violation Tag.
- 18.11** If a Person who is responsible for a contravention of a provision of this Bylaw, pays the specified penalty amount within the times and in the manner set out on the Violation Tag, such payment will be accepted in lieu of prosecution.
- 18.12** If payments referred to in Section 18.11 are not made within the times and in the manner set out on the Violation Tag; a Violation Ticket may be issued to the Owner of the Animal in accordance with the *Provincial Offences Procedure Act, R. S. A. 2000, c. P-34*.
- 18.13** Nothing in this section shall;
- a)** prevent any Person from exercising his right to defend any charge of committing a breach of any Section of this Bylaw; or
 - b)** prevent any Enforcement Officer in lieu of serving a Violation Tag from issuing a Violation Ticket to a Person or Owner pursuant to the *Provincial Offences Procedures Act R.S.A. 2000, c. P-34*;
 - c)** from issuing a Violation Ticket requiring the Court appearance of the defendant, pursuant to the provisions of the *Provincial Offences Procedures Act, R.S.A 2000, c.P 34*, or from laying an information instead of issuing a Violation Ticket.

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18.14 Notwithstanding Section 18.1;

- a) where any Person contravenes the same provision of this Bylaw twice within a 12(twelve) month period, the specified penalty payable in respect of the second contravention is double that amount shown in **Schedule "A"** of this Bylaw.
 - b) where any Person contravenes the same provision of this Bylaw three or more times within a 12(twelve) month period, the specified penalty payable in respect of the third or subsequent contravention is triple the amount of the fine as shown in **Schedule "A"** of this Bylaw.
- 18.14** The rates for annual licenses, penalties and related fees as set out in this Bylaw may be amended or revised from time to time by a resolution of Council.

SECTION 19 - LIABILITY FOR DAMAGE

19.1 The Village of Beiseker or any Enforcement Officer will not be held liable for any damaged whether direct or indirect suffered by any Person, premises as a result of any obligation of the Village of Beiseker, or an Enforcement Officer to discharge any of its obligations pursuant to this Bylaw, unless the Village of Beiseker or the Enforcement Officer are grossly negligent.

SECTION 20 -SEPARATE AND SEVERABLE

20.1 Each section of this Bylaw shall be read as being separate and severable from each other section. If any portion or section of this Bylaw is declared invalid by a Court of competent jurisdiction, then the validity of this Bylaw in whole or in part, other than the part so declared shall not be affected and such invalid portion or section of the Bylaw shall be read as being separate and severable from the rest of the Bylaw.

SECTION 21 - RESCINDED BYLAW

21.1 Bylaw No. 2022-06 is hereby rescinded.

SECTION 22 - EFFECTIVE DATE

22.1 This Bylaw shall take effect upon the date of passage thereof.

READ A FIRST TIME THIS ____ DAY OF _____, 2024
READ A SECOND TIME THIS ____ DAY OF _____, 2024
READ A THIRD AND FINALLY PASSED THIS ____ DAY OF _____, 2024

MAYOR

CHIEF ADMINISTRATIVE OFFICER

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VILLAGE OF BEISEKER ANIMAL CONTROL BYLAW

**SCHEDULE "A"
PENALTIES**

SECTION	OFFENCE	VIOLATION TICKET SPECIFIED	VIOLATION TAG MINIMUM	2 ND OFFENCE	3 RD OFFENCE	SERIOUS THREAT/ DANGEROUS DOG
SECTION 4	<i>OWNER(S) RESPONSIBILITIES</i>					
4.1(a)	AT LARGE – LICENSED	\$200.00	\$100.00	\$200.00	\$300.00	\$1500.00
4.1(b)	AT LARGE – UNLICENSED	\$500.00	\$250.00	\$500.00	\$750.00	\$1500.00
4.4	ANIMAL LEFT UNATTENDED WHILE TETHERED WITHIN ACCESS OF THE PUBLIC	\$200.00	\$100.00	\$200.00	\$300.00	\$1500.00
4.5	LEFT UNSUPERVISED OUTSIDE ON PRIVATE PROPERTY	\$200.00	\$100.00	\$200.00	\$300.00	\$1500.00
4.6	HARBOUR MORE THAN 6 ANIMALS OVER 3 MONTHS IN AGE	\$500.00	\$250.00	\$500.00	\$750.00	\$750.00
4.7	REGARDING NOISE/ODOR DUE TO NUMBER OF ANIMALS	\$250.00	\$100.00	\$200.00	\$300.00	REGULAR OFFENCE
SECTION 5	<i>NUISANCE</i>					
5.1	HABITUALLY BARK, HOWL OR OTHERWISE CREATE DISTURBANCE	\$500.00	\$250.00	\$500.00	\$750.00	\$1500.00
5.2	DAMAGE TO PROPERTY	\$500.00	\$250.00	\$500.00	\$750.00	
5.3(a)	BITING/CHASING/ATTACKING A PERSON OR ANIMAL	\$1000.00	\$500.00	\$1000.00	\$1500.00	\$3000.00
5.3(b)	CAUSING INJURY SERVERE OR OTHERWISE TO A PERSON OR ANIMAL	\$1000.00	\$500.00	\$1000.00	\$1500.00	\$3000.00
5.3(c)	BITING/CHASING ATTACKING A BICYCLE/MV/OTHER VEHICLE	\$1000.00	\$500.00	\$1000.00	\$1500.00	\$3000.00
5.3(d)	NOT CONTAIN/RESTRAIN ON/OFF PROPERTY AN ANIMAL IN ESTRUS (IN HEAT)	\$500.00	\$250.00	\$500.00	\$750.00	\$1000.00
5.3(e)	NOT RESTRAINED FROM GARDEN/FLOAL AREA OTHER THAN OWNERS	\$500.00	\$250.00	\$500.00	\$750.00	\$1500.00
5.3 (f)	NOT RESTRAINED FROM SWIMMING/BATHING/WADING POOL OTHER THAN OWNERS	\$500.00	\$250.00	\$500.00	\$750.00	\$1500.00
5.3(g)	WHERE PROHIBITED	\$500.00	\$250.00	\$500.00	\$750.00	\$1500.00
5.4	UPSET/SCATTER WASTE ECEPTAL/CONTENTS	\$500.00	\$250.00	\$500.00	\$750.00	REGULAR OFFENCE
5.5	ODORS RESULTING FROM FECES	\$500.00	\$250.00	\$500.00	\$750.00	REGULAR OFFENCE
5.6	FAIL TO IMMEDIATELY REMOVE DEFECAATION FROM ANY PROPERTY NOT OWNED	\$500.00	\$250.00	\$500.00	\$750.00	REGULAR OFFENCE
5.7(a)	DEPOSITING ANIMAL FECES IN A DISPOSAL CONTAINER NOT OWNED BY THEM OR THE MUNICIPALITY	\$500.00	\$250.00	\$500.00	\$750.00	REGULAR OFFENCE
5.7(b)	FAIL TO SECURE WASTE FROM DRAINAGE/ SPILLAGE/LEAKAGE	\$500.00	\$250.00	\$500.00	\$750.00	REGULAR OFFENCE
5.8(a)	TEASE/TORMENT/ANNOY/ABUSE OR INJURE AN ANIMAL	\$500.00	\$250.00	\$500.00	\$750.00	REGULAR OFFENCE
5.8(b)	INTERFERE/HINDER/OBSTRUCT AN ENFORCEMENT OFFICER	\$1000.00	\$500.00	\$1000.00	\$1500.00	REGULAR OFFENCE
5.8(c)	TAMPER W/TRAP OR ENTICE/ASSIST ANIMAL TO ESCAPE CAPTURE FROM AN ENFORCEMENT OFFICER	\$1000.00	\$500.00	\$1000.00	\$1500.00	\$1500.00
5.8(d)	FALSLEY REPRESENT BEING IN CHARGE OF AN ANIMAL TO AVOID ANIMAL BEING AT LARGE	\$500.00	\$250.00	\$500.00	\$750.00	REGULAR OFFENCE
5.8(e)	UNLOCK/UNLATCH/OPEN VEHICLE WHERE ANIMAL IS BEING HELD/IMPOUNDED	\$1000.00	\$500.00	\$1000.00	\$1500.00	\$1500.00
5.8(f)	UNTIE/LOOSEN/FREE AN ANIMAL BEING RETAINED BY OWNER/ENFORCEMENT OFFICER	\$1000.00	\$500.00	\$1000.00	\$1500.00	\$1500.00
5.8(g)	NEGLIGENTLY/WILLFULLY OPEN GATE/DOOR/ OTHER OPENING ALLOWING ANIMAL TO ESCAPE	\$500.00	\$250.00	\$500.00	\$750.00	\$1500.00

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		\$1000.00	\$500.00	\$1000.00	\$500.00	\$1000.00	\$1500.00	REGULAR OFFENCE
5.8(h)	LEAD/RIDE/DRIVE LIVESTOCK WITHOUT PRIOR PERMISSION FROM VILLAGE						\$1500.00	REGULAR OFFENCE
5.8(i)	HARBOUR LIVESTOCK NOT ZONED FOR WITHOUT PRIOR PERMISSION FROM VILLAGE	\$500.00	\$250.00	\$500.00			\$750.00	REGULAR OFFENCE
SECTION 6	<i>SERIOUS THREAT OR DANGEROUS DOG</i>							REGULAR OFFENCE
6.4	FAIL TO IMMEDIATELY DIVULGE TO THE VILLAGE OF A DOG HAVING BEEN DECLARED/ DEEMED A SERIOUS THREAT/DANGEROUS DOG	\$1000.00	\$500.00	\$1000.00			\$1500.00	\$1000.00
6.5	FAIL TO OBTAIN/MAINTAIN A SERIOUS THREAT /DANGEROUS DOG LICENSE	\$1000.00	\$500.00	\$1000.00			\$1500.00	\$1000.00
6.6	FAIL TO IMMEDIATELY NOTIFY THE VILLAGE OF A SERIOUS THREAT/DANGEROUS DOG IS AT LARGE	\$1000.00	\$500.00	\$1000.00			\$1500.00	\$1000.00
6.8	FAIL TO PROVIDE VILLAGE WITH NEW LOCATION OF DOG WHEN COURT ORDERED	\$1000.00	\$500.00	\$1000.00			\$1500.00	\$1000.00
6.9	FAIL TO COMPLY WITH CONDITIONS IMPOSED BY VILLAGE	\$2000.00	\$1000.00	\$2000.00			\$3000.00	\$2000.00
6.10	FAIL TO IMMEDIATELY NOTIFY VILLAGE OF INSURANCE LIABILITY CANCELLATION/ EXPIRY/TERMINATION	\$1000.00	\$500.00	\$1000.00			\$1500.00	\$1000.00
6.11	FAIL TO NOTIFY WITHIN 10 DAYS OF DOG THAT HAS BEEN SOLD/GIFTED/ TRANSFERRED/DIES	\$1000.00	\$500.00	\$1000.00			\$1500.00	\$1000.00
6.12	FAIL TO REMAIN LIABLE FOR ACTIONS OF DOG UNTIL NOTIFICATION OF NEW LOCATION/NEW OWNER IS RECEIVED BY THE VILLAGE	\$1000.00	\$500.00	\$1000.00			\$1500.00	\$1000.00
6.13	FAIL TO ABIDE WITH SECTIONS 4 OR 5 OF THE BYLAW	\$1000.00	\$500.00	\$1000.00			\$1500.00	\$1000.00
SECTION 7	<i>UNATTENDED ANIMAL(S) IN VEHICLE</i>							
7.1	ANIMAL LEFT UNATTENDED IN UNSUITABLE WEATHER	\$1000.00	\$500.00	\$1000.00			\$1500.00	\$1000.00
7.4	ANIMAL UNSECURED OUTSIDE OF THE CAB OF A MOTOR VEHICLE	\$500.00	\$100.00	\$200.00			\$300.00	\$500.00
SECTION 8	<i>COMMUNICABLE DISEASES</i>							
8.1(a)	PERMIT ANIMAL IN PUBLIC PLACE	\$1000.00	\$500.00	\$1000.00			\$1500.00	\$1500.00
8.1(b)	KEEP ANIMAL TO BE IN CONTACT WITHIN PROXIMITY OF ANOTHER ANIMAL	\$1000.00	\$500.00	\$1000.00			\$1500.00	\$1500.00
8.1(c)	FAIL TO KEEP ANIMAL LOCKED/TIED	\$2000.00	\$1000.00	\$2000.00			\$3000.00	\$3000.00
8.1(d)	FAIL TO IMMEDIATELY REPORT THE DISEASE TO VILLAGE	\$1000.00	\$500.00	\$1000.00			\$1500.00	\$1000.00
8.2	FAIL TO SURRENDER INFECTED ANIMAL	\$2000.00	\$1000.00	\$2000.00			\$3000.00	\$2000.00
8.3	FAIL TO SURRENDER ANIMAL IF REASONABLE/PROBABLE GROUNDS THAT ANIMAL IS INFECTED	\$2000.00	\$1000.00	\$2000.00			\$3000.00	\$2000.00
SECTION 9	<i>OFF LEASH AREAS AND ANIMAL EVENTS</i>							
9.5	REFUSE TO FOLLOW AN ORDER ISSUED BY AN ENFORCEMENT OFFICER TO LEASH/REMOVE ANIMAL	\$1000.00	\$500.00	\$1000.00			\$1500.00	\$1000.00
9.8	"SERIOUS THREAT/DANGEROUS DOG" IN OFF LEASH AREA	\$3000.00	\$1500.00	\$3000.00			\$4500.00	\$3000.00
SECTION 10	<i>LICENSING PROVISIONS</i>							
10.1	FAIL TO OBTAIN AN ANNUAL LICENSE	\$500.00	\$250.00	\$500.00			\$750.00	\$500.00
10.4(b)	FAIL TO OBTAIN LICENSE WITHIN 2 WEEKS OF OWNERSHIP	\$500.00	\$250.00	\$500.00			\$750.00	\$500.00
10.4(c)	FAIL TO OBTAIN LICENSE FOR HARBOURING ANIMAL FOR MORE THAN 1 MONTH	\$500.00	\$250.00	\$500.00			\$750.00	\$500.00
10.4(d)	FAIL TO COMPLETE LICENSING APPLICATION	\$500.00	\$250.00	\$500.00			\$750.00	\$500.00
10.4(e)	FAIL TO PROVIDE ANIMAL WITH COLLAR	\$500.00	\$250.00	\$500.00			\$750.00	\$500.00
10.6	PROVIDE FALSE OR MISLEADING INFORMATION IN RESPECT TO LICENSING	\$500.00	\$250.00	\$500.00			\$750.00	\$500.00

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10.9	FAIL TO IMMEDIATELY NOTIFY VILLAGE OF MISSING ANIMAL	\$500.00	\$250.00	\$500.00	\$750.00	\$500.00
10.11	FAIL TO REPORT TRANSFER OF OWNERSHIP	\$500.00	\$250.00	\$500.00	\$750.00	\$500.00
10.16	FAIL TO LICENSE AN ANIMAL UNDER 3 MONTHS OF AGE WHEN FOUND TO BE IN CONTRAVENTION	\$500.00	\$250.00	\$500.00	\$750.00	\$500.00
SECTION 11	RESTRICTED OR PROHIBITED ANIMALS(S)					
11.1	HARBOUR/PERMIT RESTRICTED/PROHIBITED ANIMAL(S)	\$3000.00	\$1500.00	\$3000.00	\$4500.00	\$3000.00
SECTION 12	SERVICE OR EMOTIONAL SUPPORT ANIMAL(S)					
12.4	FAIL TO ADHERE TO PROVISIONS OF THE BYLAW	\$500.00	\$250.00	\$500.00	\$750.00	\$500.00
SECTION 14	ANIMAL CARE FACILITY OPERATIONS					
14.5	FAIL TO BE RESPONSIBLE FOR COST REGARDING APPREHENSION OF AN ANIMAL	\$ on individual bases	\$ on individual bases	\$ on individual bases	\$ on individual bases	\$ on individual bases
SECTION 17	ENFORCEMENT					
17.2	OBSTRUCT OR HINDER AN ENFORCEMENT OFFICER	\$500.00	\$1500.00	\$3000.00	\$4500.00	\$500.00
17.3	FAIL TO COMPLY WITH AN ORDER ISSUED BY AN ENFORCEMENT OFFICER	\$500.00	\$250.00	\$500.00	\$750.00	\$500.00



APPENDIX "A"

TAG # YEAR

SERVICE SUPPORT ANIMAL

NAME:

PHONE:

CIVIC ADDRESS:

PHONE:

MAILING ADDRESS:

EMAIL:

DOG CAT OTHER SEX: FEMALE ALTERED

NAME OF ANIMAL:

COLOUR:

BREED:

IDENTIFYING MARKINGS:

MICROCHIP#

PICTURE:

LICENSING OF ANIMALS ARE FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT RELIEVE THE OWNER OF THEIR RESPONSIBILITIES.

FALSIFYING INFORMATION ON THIS APPLICATION IS AN OFFENCE AND CARRIES A PENALTY OF \$500.

FAILURE TO OBTAIN A CURRENT LICENSE CARRIES A PENALTY UP TO \$500.

Animal tags are permanent. If your tag is lost, a replacement may be obtained at the Village Office free of charge.

Keeping your records current and up to date makes it easier to reunite you with your animal should it become lost.

ACKNOWLEDGEMENT

I acknowledge that I have read and understand my responsibilities of animal ownership under the Beiseker Animal Control Bylaw.

Signature: _____ **Date:** _____

COLLECTION AND USE OF PERSONAL INFORMATION

The personal information provided will be used to process this form and is collected under the authority of Section 642 of the Municipal Government Act, R.S.A. 2000, as amended. Personal information you provide may be recorded in Village of Beiseker files, or otherwise be made public pursuant to the provisions of the Freedom of Information and Privacy Act, R.S.A. 2000, as amended. If you have any questions about the collection and use of this information, please contact the FOIP Coordinator at the Village of Beiseker 403-947-3774/beiseker@beiseker.com.



APPENDIX "B"

DUNBAR BITE SCALE

Level 1. Obnoxious or aggressive behavior but no skin-contact by teeth.

Level 2. Skin-contact by teeth but no skin-puncture. However, may be skin nicks (less than one tenth of an inch deep) and slight bleeding caused by forward or lateral movement of teeth against skin, but no vertical punctures.

Level 3. One to four punctures from a single bite with no puncture deeper than half the length of the dog's canine teeth. Maybe lacerations in a single direction, caused by victim pulling hand away, owner pulling dog away, or gravity (little dog jumps, bites and drops to floor).

Level 4. One to four punctures from a single bite with at least one puncture deeper than half the length of the dog's canine teeth. May also have deep bruising around the wound (dog held on for N seconds and bore down) or lacerations in both directions (dog held on and shook its head from side to side).

Level 5. Multiple-bite incident with at least two Level 4 bites or multiple-attack incident with at least one Level 4 bite in each.

Level 6. Victim dead.



APPENDIX "C"

Warning sign for a "Serious Threat or Dangerous" Dog

Specifications:

1. Be a minimum 15 cm by 15 cm in size.
2. Contain the word "**WARNING**" or "**DANGER**" in minimum 2 cm size font.
3. Contain wording identifying a "**Dangerous Dog on Premises**".
4. Contain a visual warning symbol of a Dog.
5. Be made of a rigid material that is resistant to weather and capable of being attached outdoors to a secure enclosure or fence.

Sample sign (not to scale)





APPENDIX "D"

IMPOUND NOTIFICATION

DATE:

NAME:

You are hereby notified that the animal bearing License No. _____ for the year _____ and registered under the above name and address was impounded on _____, pursuant to the provisions of Section _____ of Bylaw 2024-10 - Animal Control Bylaw.

Unless the animal is claimed and all impoundment, fines and fees are paid on before _____, the animal will be sold, destroyed, or otherwise disposed of pursuant to the Bylaw.

If you require any further information, please contact:

**Enforcement Services at 403-807-9838 or the
Village of Beiseker Municipal Office at 403-947-3774**

Enforcement Officer

OFFICE USE DELIVERY METHOD
<input type="checkbox"/> HAND DELIVERED DATE: _____
<input type="checkbox"/> REGISTERED MAIL DATE: _____



APPENDIX "E"

SERIOUS THREAT NOTIFICATION

DATE: _____

NAME: _____

WHEREAS I, _____ the Chief Administrative Officer in the Village of Beiseker, after completing an investigation in conjunction with Municipal Enforcement, have deemed that the dog belonging to _____ to be a "Serious Threat" to the public and other animals.

THIS IS TO HEREBY INFORM YOU THAT FROM THE DATE INDICATED ABOVE, YOUR DOG IS DEEMED A "SERIOUS THREAT" ANIMAL.

DECLARED before me at the }
_____ of }
_____ in }
the Province of Alberta, this }
_____ day of _____ }
_____ A.D. }
_____ }
_____ }
_____ }
_____ }
_____ }

Signature of CAO

Signature of Enforcement Officer

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF
ALBERTA

OFFICE USE
DELIVERY METHOD

MAILED HAND DELIVERED

DATE: _____



APPENDIX “F”

Village of Beiseker
 Box 349, 700 1st Avenue
 Beiseker AB TOM OGO 403-947-3774

Notice of Appeal – Municipal Bylaw Infractions

In accordance with Section 7(h) and Section 8(d) and 547 of the *Municipal Government Act*, and the Village of Beiseker Animal Control Bylaw, an appeal to the Village Council must be filed within the prescribed time as indicated on the Serious Threat Notification. Each Notice of Appeal must be accompanied by a payment of a filing fee. For filing instructions, please see the reverse side of this form.

Property Information			
Municipal Address of Property			Date Appeal Received YYYY/MM/DD
Serious Threat Notification (please attach a copy)		Date of Decision YYYY MM DD	DD
Appellant Information			
Name of Appellant			
Mailing Address			
City	Province	Postal Code	Residential Phone #
Business Phone #	Email Address		

REASONS FOR APPEAL

Your reasons for appeal must be included. A copy of this notice will be provided to Village Administration and or Council Members. Be specific and provide as much detail as possible. This will assist with the review and decision for your appeal.

(Attach a separate page if required)

This personal information is collected under the authority of the *Freedom of Information and Protection Privacy Act, Section 33 (c)* THIS INFORMATION WILL BE USED TO PROCESS THE APPEAL AND WILL BECOME PART OF A PUBLIC AGENDA. If you have any questions regarding this, contact the Village Office at 403-947-3774.

Signature of Appellant		Date (YYYY/MM/DD)	
FOR OFFICE USE ONLY			
Final Date of Appeal YYYY/MM/DD	Fee Paid Yes/No	Hearing Date YYYY/MM/DD	Decision of Appeal Refused/Accepted
		Date Appellant Notified YYYY/MM/DD	

APPEAL SUBMISSION INFORMATION

In addition to the Notice of Appeal, a copy of the Serious Threat Notification must be submitted.

The Notice of Appeal must be accompanied by a \$100.00 filing fee and must be received by the Village of Beiseker no later than 10 (ten) days following the designation, as specified on the Serious Threat Notification. Otherwise, the appeal will not be processed.

Your appeal will be heard by Village Council at the next regularly scheduled council meeting. The appeal must be received at least one week in advance of the meeting, or the hearing will occur at the next scheduled meeting. The decision of Village Council is final.

Should Council find in favour of the appellant, the filing fee will be refunded.

FILING INFORMATION

If you mail the appeal, it must be received on or before the final date of appeal or it will not be processed and a hearing before Village Council will not be heard.

MAIL TO:

Village of Beiseker
Box 349, Beiseker, AB T0M 0G0

DELIVER TO:

Village of Beiseker
700 1st Avenue, Beiseker, AB T0M 0G0 (accepted during business hours or through the mail slot)

PAYMENT INSTRUCTIONS

Cash, cheque, debit or credit. Please make cheques payable to the “Village of Beiseker”

If you require further information regarding appeal instructions or deadlines, contact the Village of Beiseker at:

Phone: 403-947-3774

Email: beiseker@beiseker.com

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COUNCIL NOTES – 2024 FEES AND SCHEDULES BYLAW 2024-03 REVISION 4 – September 9 2024

The following changes are provided to Council for approval. These fees were moved from Animal Control Bylaw 2024-10 in order to include all Village imposed fees in one bylaw (Fees and Schedules).

Schedule A

9. <u>Pet Licenses</u>	
Dogs Altered	\$15.00
Dogs Intact	\$30.00
Cats Altered	\$15.00
Cats Intact	\$30.00
Dangerous Dogs	\$250.00

Pet License Fees double after January 31

Replacement Tag	\$ 5.00
Service/Animal Support (License/Permit)	Nil
Appeal Fee (Animal Control Bylaw Enforcement Appeals)	\$100.00
Impound Fee (including Serious Threat or Dangerous Dog)	Rate Set by Animal Care Facility
Serious Threat/Dangerous Dog Impound Administration Fee	\$250.00
Veterinary Fees	Rate Set by Veterinarian /Animal Care Facility

These are the only changes to the Bylaw Schedules. The full Fees and Schedules Bylaw 2024-03 can be viewed on the Village website at www.beiseker.com/bylaws.

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COUNCIL NOTES – CAPITAL BUDGET UPDATE – September 9, 2024

See attached budget update to September 4, 2024. **We are requesting Council to approve this update to the 2024-2029 Capital Budget.**

1. Sidewalks

We contacted and had 3 contractors come out to review sidewalks. This is the only quote we got back. **Given the status of Projects 1 to 4, we suggest getting these done in 2024 and putting 5-7 onto a future project. This would put us \$14,825.50 over budget, but we spent much less on valves than expected.**

1	22 Lount	Includes curb and gutter	4,176.00
2	601-613 1st Avenue	Includes some curb and gutter, wheelchair access and a driveway apron	30,896.00
3	Northside (Mama's Diner)	Includes wheelchair access, some curb and gutter	22,953.50
4	Chainlink Pathway (Beacon Heights)	Includes reset of 9 posts and rubber pathway	6,800.00
5	Cul de Sac pathway (beside BH Park)	Currently asphalt that is grown over	20,124.00
6	42-46 Beaver Place	Just cracking at this time	29,736.00
7	30-38 Beaver Place	Just cracking at this time	46,980.00

TOTAL SIDEWALK PROJECTS

161,665.50

Saw cut, remove and dispose at supplied site, form, gravel, compact, supply concrete and other material, place and broom finish.

2. Valves

All valves in downtown area that were scheduled are complete. We discovered a valve by Community Centre and another on 4th that will go to future projects. The Lagoon valve replacement should be put off to 2025 as Aspenleaf took 48000 cu. M of effluent and we do not have to release. The valve project should be done in a year that we have to release.

TBD 2024 (and charged to Capital Budget)

- lower 2 valves in Beacon Heights and one by the Post Office
- 5 curbstop replacements/repairs
- Campground Valve

With \$76,272.00 left in the budget (Spent \$13,727 YTD), we should have some funds left over from 2024 to assist with paving costs in 2025.

3. Pressure Relief Valve
We continue to request this project from contractor who is claiming issues with parts and shortage of labour
4. Engineering for 9th Street
Project has started. No costs to date.

Notes: After water breaks we are currently \$2200 over budget on water repair and maintenance operating budget so no costs from that incident should have to be on capital budget

Village of Beiseker
2024-2029 Budget

Available funds

CCBF	\$ 79,000.00
LGFF	\$ 441,584.00
TOTAL AVAIL 2024	\$ 520,584.00

2024 Budget			Sep 9 2024 Spent to date	BUDGET REMAINING	SEP 9 2024 UPDATE
1	Sidewalks	\$ 50,000.00		\$50,000.00	See List and costs (to be determined Sep 9 Council Mtg)
2	Valves	\$ 90,000.00			All valves in downtown area complete. Another valve by the Community Centre and another on 4th Street should be looked at, but its getting late in the season. For 2024 we still want to lower 3 valves (2 in Beacon Heights and one at the Post Office) and we have 5 curbstops to do at several locations. The Campground valve will still be done in 2024. We would like to put off the Lagoon valve until we have to do a release (part of the valve replacement project anyway) and since Aspenleaf took 48,000 cu m of effluent, we do not have to release in 2024.
3	Reservoir Valve Repair and Engineering	\$ 23,827.70		\$23,827.70	Continue to wait for contractor
4	Engineering for 9th Street	\$ 68,000.00		\$68,000.00	Project has started, no billings as of Sep 4 2024
		\$ 231,827.70		\$218,100.36	
	Remaining amounts to be saved for future project	\$ 288,756.30			

COUNCIL NOTES – CCBF CANADA COMMUNITY BUILDING FUND MEMORANDUM OF AGREEMENT –
September 9 2024

This administrative agreement covers the period from April 1 2024 to March 31 2034

“The CCBF continues to provide predictable, long-term, stable funding for local governments to help build and revitalize public infrastructure to support job creation and long-term prosperity.”

Program Changes

Starting in 2024, all eligible local governments receive a base funding of \$50,000 for most communities with remaining federal funding to be distributed on a per capita basis. Previously, each community was guaranteed a minimum of \$50k, but there was no element of the agreement to distribute increases to federal CCBF Funding.

The new agreement is a joint commitment between the provincial and federal governments to address housing challenges in the province. This only applies to communities with a 2021 Federal Census population of 30,000 or more (so not Beiseker)

Other program changes including annual reporting requirements on project outcomes in addition to expenditure and project status, a revised payment condition that requires financial reporting to be certified prior to payment of CCBF funding, a federal requirement for local governments to maintain a distinct bank account for CCBF funding and the introduction of CCBF spending restrictions for local governments with infrastructure management challenges in alignment with restrictions under the LGFF. Administration has been advised of these changes and we are working with the Grant Advisors to ensure we understand all the requirements of the agreement.

The agreement requires a motion from Council to accept and two signatures. Payment of the CCBF allocation will not be released until the document is received by the provincial government.

**CANADA COMMUNITY-BUILDING FUND
MEMORANDUM OF AGREEMENT**

BETWEEN:

HIS MAJESTY IN RIGHT OF ALBERTA, as
represented by the Minister of Municipal Affairs
(hereinafter called the “**Minister**”)

AND

THE VILLAGE OF BEISEKER in the Province of Alberta
(hereinafter called the “**Local Government**”)

(Collectively, the “**Parties**”, and each a “**Party**”)

WHEREAS the Government of Canada, as represented by the Minister of Housing, Infrastructure and Communities (“**Canada**”) and the Minister, have, under a separate Administrative Agreement, agreed to administer the Canada Community-Building Fund (“**CCBF**”) program for Local Governments in Alberta to help communities build and revitalize their public infrastructure; and

WHEREAS Canada and the Minister wish to help communities build and revitalize their public infrastructure that supports national objectives of productivity and economic growth, a clean environment and strong communities; and

WHEREAS under the *Ministerial Grants Regulation*, Alta Reg 215/2022 the Minister is authorized to make grants and enter into agreements with respect to any matters relating to the payment of grants.

NOW THEREFORE in consideration of the mutual terms and conditions hereinafter specified,
THE PARTIES AGREE AS FOLLOWS:

A. Definitions

1. In this Agreement,

- (a) “**Administrative Agreement**” means the Administrative Agreement on the Canada Community-Building Fund effective as of April 1, 2024, between Canada and the Minister, as may be amended from time to time.
- (b) “**Agreement**” means this funding agreement between the Parties, which may, from time to time, be amended by the Parties.
- (c) “**Application**” has the meaning ascribed to such term in the Program Guidelines.
- (d) “**Canada Community-Building Fund**” (**CCBF**) means the program established under section 161 of the *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, as the Gas Tax Fund and renamed the Canada Community-Building Fund in section 199 of *Budget Implementation Act, 2021, No. 1*.

- (e) **“CCBF Funding”** means all CCBF funding received by the Minister from Canada as well as any funding received by the Minister from Canada under the Previous Agreements.
- (f) **“Contract”** means an agreement between the Local Government and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.
- (g) **“Credit Items”** has the meaning ascribed to such term in the Program Guidelines.
- (h) **“Eligible Expenditures”** means those expenditures described as eligible in the Program Guidelines.
- (i) **“Eligible Projects”** means projects as described in the Program Guidelines.
- (j) **“Funding”** means funds made available by the Minister to the Local Government under this Agreement, to be used solely for Eligible Expenditures, and includes any earned interest on the said funds that may be realized by the Local Government as a result of holding or investing any or all of the funds, as well as any Unspent Funds and Credit Items held by a Local Government.
- (k) **“Housing Needs Assessment”** means a report informed by data and research describing the current and future housing needs of a Local Government or community according to guidance provided by Canada.
- (l) **“Previous Agreements”** means any agreements between Canada and the Minister for the purposes of administering the Gas Tax Fund or CCBF, including but not limited to the 2005-2015 New Deal for Cities and Communities, the 2009-2013 Federal Gas Tax Fund, and the 2014-2024 Federal Gas Tax Fund.
- (m) **“Program Guidelines”** means, unless the context requires otherwise, the *Canada Community-Building Fund Program Guidelines* or such other guidelines or directions applicable to the CCBF program as prescribed or determined by the Minister and as may be amended from time to time.
- (n) **“Third Party”** means any person or legal entity, other than Canada, the Government of Alberta or a Local Government, who participates in the implementation of an Eligible Project by means of a Contract.
- (o) **“Unspent Funds”** means GTF Funding (as defined in the former Gas Tax Fund Memorandum of Agreement between the Minister and the Local Government dated effective as of April 1, 2014) that has not been reported as spent by the Local Government as of December 31, 2023.

B. Funding

2. The Minister agrees to provide Funding to the Local Government in accordance with the Administrative Agreement and the Program Guidelines, and subject to the following:
 - (a) the Parties will execute this Agreement and the Local Government will return an executed Agreement to the Minister;
 - (b) the Minister's receipt of an annual Statement of Priorities letter from Canada confirming the CCBF Funding amount for the Province of Alberta;
 - (c) receipt by the Province of CCBF Funding from Canada;
 - (d) Alberta Treasury Board approval of cash-flow and funds;

- (e) submission of sufficient Applications by the Local Government in accordance with the Program Guidelines;
- (f) completion of reporting requirements by the Local Government as outlined in the Program Guidelines;
- (g) adherence to the communication and signage requirements by the Local Government as outlined in the Program Guidelines;
- (h) compliance by the Local Government with any other payment conditions outlined in the Program Guidelines;
- (i) compliance by the Local Government with all requirements and obligations assigned to the Local Government in the Administrative Agreement, including but not limited to the requirements in Annex B, Schedule A of the Administrative Agreement; and
- (j) compliance by the Local Government with all other terms of this Agreement and the Program Guidelines.

C. Local Government Responsibilities

3. The Local Government will:

- (a) Provide the Minister with an Application for each Eligible Project to be initiated under the CCBF;
- (b) Provide the Minister with annual financial statements;
- (c) Provide the Minister with the required financial and outcome reporting documentation in accordance with the Program Guidelines;
- (d) If the Local Government has a population of 30,000 or more as specified in the Program Guidelines, provide the Minister with a Housing Needs Assessment prepared in accordance with the guidance documents provided by Canada;
- (e) If the Local Government has a population of 30,000 or more as specified in the Program Guidelines, provide the Minister with project-level data on housing requirements in accordance with the Program Guidelines;
- (f) Be responsible for the completion of each Eligible Project in accordance with the Program Guidelines;
- (g) Comply with all program reporting, communications, and housing outcomes requirements as outlined in the Program Guidelines;
- (h) Continue to develop and implement asset management strategies and plans for the assets under their control and make use of these plans to inform community infrastructure decision-making;
- (i) Invest, in a distinct account, the Funding if received in advance of paying Eligible Expenditures;
- (j) With respect to Contracts, award and manage all Contracts in accordance with the Program Guidelines;
- (k) Invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project;

- (l) Allow the Minister reasonable and timely access to all of its documentation, records and accounts and those of their respective agents or Third Parties related to the use of the Funding, and all other relevant information and documentation requested by the Minister or Canada via the Minister or its designated representatives for the purposes of audit, evaluation, and ensuring compliance with the Administrative Agreement;
 - (m) Keep proper and accurate accounts and records in respect of all Eligible Projects for at least six (6) years after completion of the Eligible Project and, upon reasonable notice, make them available to the Minister. Keep proper and accurate accounts and records relevant to the CCBF program for a period of at least six (6) years after the termination of the Administrative Agreement;
 - (n) Comply with all requirements and obligations assigned to the Local Government in the Administrative Agreement, including but not limited to the requirements in Annex B, Schedule A of the Administrative Agreement; and
 - (o) Provide any other information requested by the Minister in relation to this Agreement or the Funding,
- and where the Program Guidelines prescribe a format for any of the requirements set out above, consistent with such format requirements.
4. The Local Government agrees to:
 - (a) accept the Funding provided under this Agreement subject to; and
 - (b) comply with,all criteria, items, terms and conditions contained in the Program Guidelines.
 5. The Local Government agrees that it may not use the Funding, or claim any other compensation, for its costs, expenses, inconvenience, or time expended, in relation to the administration of the Funding or the administration of this Agreement.
 6. The Local Government acknowledges that the Funding provided under this Agreement is not a commitment to fund all potential Eligible Project costs. The Local Government is responsible for ensuring suitable financing is in place for each Eligible Project.
 7. The Local Government agrees to allow the Minister or persons authorized by the Minister access to each Eligible Project site upon request.

D. Termination of Agreement

8. The Minister may terminate this Agreement by notifying the Local Government in writing on two (2) years notice. Upon termination under this Clause 8, or upon expiry of this Agreement under Clause 19:
 - (a) the Local Government may use any unexpended portion of the Funding which prior to termination or expiry was formally committed to the Local Government in accordance with the Program Guidelines, regardless of whether such Funding has yet been paid to the Local Government, and
 - (b) all provisions of this Agreement will continue to apply to the Funding in (a), as though the Agreement had not terminated or expired,

until the date(s) that the applicable time limit(s) to use the Funding as outlined in the Program Guidelines have expired, or until such earlier date as may be determined by the

Minister. Thereafter, any portion of the Funding in (a) which remains unexpended shall be returned to the Minister within thirty (30) days following the Local Government's submission of final reporting documents in accordance with the Program Guidelines.

E. Debt to the Crown

9. If the Local Government owes an amount to the Crown in right of Alberta, the Minister may deduct from the Funding all or a portion of the amount owing.

F. Repayment of Funding

10. If the Local Government does not meet all its obligations under this Agreement, or uses the Funding for any unauthorized purpose, the Minister will notify the Local Government of such breach in writing and the Local Government must remedy such breach within a reasonable time in the Minister's sole discretion as so stated in the notice. If, in the opinion of the Minister, the Local Government does not remedy the breach, the Minister may require the Local Government to repay all or part of the Funding, or such lesser amount as the Minister may determine, to the Minister, or the Minister may deduct from the Local Government's future Funding all or a portion of the amount owing.

G. Local Government Indemnity and Insurance

11. The Local Government will not, at any time, hold the Government of Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that they, Third Parties or any other person or entity may suffer in relation to any matter related to the Funding or an Eligible Project and that they will, at all times, compensate the Government of Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to the Funding or an Eligible Project.
12. The Local Government will indemnify and hold harmless the Minister and their employees and agents against and from any third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Local Government is legally responsible in relation to the subject matter of this Agreement, including those arising out of negligence or willful acts by the Local Government or its employees, officers, contractors or agents.
13. The Local Government will ensure that it maintains suitable insurance coverage including but not limited to liability insurance with appropriate terms and limits for any Eligible Project and, when applicable, property insurance on an "all risk" basis covering the Eligible Project for replacement cost.

H. Independent Status

14. The Local Government is an independent legal entity and nothing in this Agreement is to be construed as creating a relationship of employment, agency or partnership between the Minister, Canada, or any affiliated government department and the Local Government. Neither Party will allege or assert for any purpose that this Agreement constitutes or creates a relationship of employment, partnership, agency or joint venture.
15. Any persons engaged by the Local Government to provide goods and services in carrying out this Agreement are employees, agents or contractors of the Local Government and not of the Minister, Canada, or any affiliated government department.

I. Conflicts

16. The Local Government will not enter into any other agreement, the requirements of which will conflict with the requirements of this Agreement, or that will or may result in its interest in any other agreement and this Agreement being in conflict.
17. The Local Government will ensure that the Local Government and its officers, employees and agents:
 - (a) conduct their duties related to this Agreement with impartiality and will, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality to question;
 - (b) not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
 - (c) have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this Agreement,and the Local Government will promptly disclose to the Minister any such conflict of interest or apparent conflict of interest arising under this clause.

J. Freedom of Information and Protection of Privacy

18. The Local Government acknowledges that this Agreement may be subject to disclosure pursuant to the *Freedom of Information and Protection of Privacy Act* (Alberta) (“**FOIP**”). The Local Government further acknowledges that FOIP applies to information obtained, related, generated, collected or provided to the Minister under this Agreement and that any information in the custody or under the control of the Minister may be disclosed.

K. General Provisions

19. This Agreement will come into effect April 1, 2024, and will be in effect until March 31, 2034, unless terminated in accordance with this Agreement.
20. The Parties may amend this Agreement only by mutual written agreement signed by the Parties. Notwithstanding the foregoing, the Minister may, upon thirty (30) days written notice to the Local Government, unilaterally amend this Agreement when the Minister considers it necessary to comply with any amendments to the Administrative Agreement.
21. This Agreement is the entire agreement between the Minister and the Local Government with respect to the Funding. There are no other agreements, representations, warranties, terms, conditions, or commitments except as expressed in this Agreement.
22. Notwithstanding any other provisions of this Agreement, those clauses of this Agreement which by their nature continue after the conclusion or termination of this Agreement will continue after such conclusion or termination, including without limitation clauses:
 - (a) Local Government Responsibilities – Clauses 3 to 7;
 - (b) Termination of Agreement – Clause 8;
 - (c) Repayment of Funding – Clause 10;
 - (d) Local Government Indemnity – Clauses 11 and 12;

- (e) Freedom of Information and Protection of Privacy – Clause 18; and
- (f) Entire Agreement – Clause 21.

23. Any notice, approval, consent or other communication under this Agreement will be deemed to be given to the other Party if it is in writing and personally delivered, sent by prepaid registered mail, couriered or emailed to the addresses as follows:

The Minister:

c/o Director, Grant Program Delivery
Municipal Affairs
15th Floor Commerce Place
10155 - 102 Street
Edmonton AB T5J 4L4
Email: ma.ccbfgrants@gov.ab.ca

Local Government:

Village of Beiseker
PO Box 349
Beiseker, AB T0M 0G0
Attention: Chief Administrative Officer
Email: beiseker@beiseker.com

Either Party may change its contact information by giving written notice to the other in the above manner.

24. This Agreement does not replace, supersede, or alter the terms of any other existing funding agreement between the Minister and the Local Government. Notwithstanding the foregoing, upon execution of this Agreement the Funding will be subject to the terms and conditions of this Agreement and will no longer be governed by the terms and conditions of the former Gas Tax Fund Memorandum of Agreement between the Minister and the Local Government dated effective as of April 1, 2014.
25. Nothing in this Agreement in any way relieves the Local Government from strict compliance with any other provincial legislation or regulation, or otherwise impacts the interpretation or application of the *Ministerial Grants Regulation*, Alta Reg 215/2022, as amended from time to time.
26. The rights, remedies, and privileges of the Minister under this Agreement are cumulative and any one or more may be exercised.
27. If any portion of this Agreement is deemed to be illegal or invalid, then that portion of the Agreement will be deemed to have been severed from the remainder of the Agreement and the remainder of the Agreement will be enforceable.
28. This Agreement is binding upon the Parties and their successors.
29. This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the Parties submit to the jurisdiction of the courts of Alberta for the interpretation and enforcement of this Agreement.

30. The Local Government represents and warrants to the Minister that the execution of the Agreement has been duly and validly authorized by the Local Government in accordance with all applicable laws.
31. The Local Government will not assign, either directly or indirectly, this Agreement or any right of the Local Government under this Agreement.
32. A waiver of any breach of a term or condition of this Agreement will not bind the Party giving it unless it is in writing. A waiver which is binding will not affect the rights of the Party giving it with respect to any other or any future breach.
33. Time is of the essence in this Agreement.

This space left intentionally blank.

34. Communication of execution of this Agreement e-mailed in PDF format will constitute good delivery.

The Parties have therefore executed this Agreement, each by its duly authorized representative(s), on the respective dates shown below.

Signed by the
Minister of Municipal Affairs
of the Province of Alberta

HIS MAJESTY IN RIGHT OF ALBERTA, as
represented by the Minister of Municipal Affairs



Per: _____

Name: Ric McIver

Title: Minister of Municipal Affairs

Date: August 26, 2024

LOCAL GOVERNMENT

Signed by a duly
authorized representative
of the Local Government

Per: _____

Name of Local Government:

Name of signatory:

Title:

Date:

Signed by a duly
authorized representative
of the Local Government

Per: _____

Name of Local Government:

Name of signatory:

Title:

Date:

Item 8d

COUNCIL NOTES – FORTIS FRANCHISE FEE REVIEW 2025 – September 9, 2024

Atco Franchise Fee adjustments were addressed at the August 2024 Council meeting and Council elected to stay at 16%. The same review is required for the Fortis Franchise Fee.

Attached is a list of the Franchise Fees for Alberta Municipalities for comparison. We have not changed this fee since 2019.

The following is a calculation showing the increase in revenue for Beiseker should you decide to increase by only .5% . Please note that as with the Atco Fee, this is a mechanism to collect revenue outside of the property tax scenario and the fee is based on consumption by each Fortis customer in our jurisdiction.

Please provide a motion to change the 2025 Fortis Franchise Fee rate or leave it at 3.5%. A decision is required in order to manage any documentation that needs to be filed before November 1, 2024.

2024 Current Franchise Fee		3.50%
Franchise Fee Cap		20%
2024 Estimated Revenue		\$ 27,485
2025 Estimated Franchise Fee Revenue if your Franchise Fee remains the same		\$ 28,196
Franchise Fee Calculator Changes:		
Yellow area is to calculate different franchise fee.		
2025 Proposed Franchise Percentage		4.00%
2025 Estimated Franchise Fee Revenue if your Percentage is changed		\$ 32,223
Difference in Franchise Fees Collected from 2024 to 2025 with Proposed D&T Rate Changes.		\$ 4,738



Rates, Options, and Riders Schedules
 Approved in AUC Disposition 28877-D01-2024
 Approved in AUC Disposition 28758-D01-2024
 Approved in AUC Disposition 28626-D01-2023
 Approved in AUC Disposition 28624-D01-2023
 Effective Date April 1, 2024

MUNICIPAL FRANCHISE FEE RIDERS

Availability: Effective for all consumption, estimated or actual, on and after the first of the month following Commission approval, the following franchise fee riders apply to each rate class.

Price Adjustment:

A percentage surcharge per the table below will be added to the total distribution tariff, including both the transmission and distribution charges, and excluding any Riders, calculated for every Point of Service within each Municipality and will be billed to the applicable Retailer.

FortisAlberta will pay to each Municipality each month, in accordance with the franchise agreements between FortisAlberta and the Municipalities or an agreement with a non-municipality, the franchise fee revenue collected from the Retailers.

Muni Code	Municipality	Rider	Effective	Muni Code	Municipality	Rider	Effective
03-0002	Acme	3%	2013/07/01	02-0040	Bowden	15%	2017/01/01
01-0003	Airdrie	20%	2021/04/01	03-0041	Boyle	20%	2021/01/01
03-0005	Alix	8.50%	2019/01/01	03-0042	Breton	20%	2015/01/01
03-0004	Alberta Beach	8%	2021/01/01	01-0043	Brooks	14%	2021/01/01
03-0007	Amisk	0%	2014/01/01	02-0044	Bruderheim	4%	2024/04/01
02-0011	Athabasca	20%	2024/01/01	02-0047	Calmar	20%	2013/07/01
04-0009	Argentia Beach	0%	2017/01/01	01-0048	Camrose	17%	2024/01/01
03-0010	Arrowwood	12%	2015/07/01	02-0050	Canmore	16%	2024/01/01
02-0387	Banff	7%	2024/02/01	03-0054	Carmanagay	15%	2021/01/01
07-0164	Banff Park	4%	2019/10/01	03-0055	Caroline	12%	2021/01/01
03-0363	Barnwell	7.5%	2024/01/01	02-0056	Carstairs	10%	2015/01/01
03-0013	Barons	5%	2015/04/01	03-0061	Champion	15%	2015/04/01
02-0014	Barrhead	14%	2023/04/01	03-0062	Chauvin	11%	2016/01/01
02-0016	Bashaw	2%	2021/01/01	01-0356	Chestermere	11.50%	2014/01/01
02-0017	Bassano	14.40%	2019/01/01	03-0064	Chipman	0%	2016/01/01
03-0018	Bawlf	8%	2024/01/01	02-0065	Claresholm	6%	2024/01/01
01-0019	Beaumont	17.25%	2020/01/01	03-0066	Clive	11%	2023/01/01
03-0022	Beiseker	3.50%	2019/01/01	03-0068	Clyde	18%	2024/01/01
02-0024	Bentley	10%	2019/01/01	02-0069	Coaldale	18%	2024/04/01
04-0026	Betula Beach	0%	2017/01/01	02-0360	Coalhurst	7.5%	2023/01/01
03-0029	Bittern Lake	7%	2016/01/01	02-0070	Cochrane	17%	2020/01/01
02-0031	Blackfalds	20%	2013/10/01	03-0076	Coutts	3%	2017/01/01
02-0034	Bon Accord	19%	2022/01/01	03-0077	Cowley	5%	2016/01/01
02-0039	Bow Island	17%	2024/01/01	03-0078	Cremona	10%	2016/01/01
				02-0079	Crossfield	17%	2023/01/01

FORTIS ALBERTA

Rates, Options, and Riders Schedules
 Approved in AUC Disposition 28877-D01-2024
 Approved in AUC Disposition 28758-D01-2024
 Approved in AUC Disposition 28626-D01-2023
 Approved in AUC Disposition 28624-D01-2023
 Effective Date April 1, 2024

Muni Code	Municipality	Rider	Effective	Muni Code	Municipality	Rider	Effective
09-0361	Crowsnest Pass	16%	2016/01/01	02-0188	Killam	10%	2024/01/01
04-0080	Crystal Springs	0%	2016/01/01	01-0194	Lacombe	17.63%	2024/01/01
03-0081	Czar	5%	2013/10/01	04-0196	Lakeview	2%	2016/01/01
02-0082	Daysland	10%	2024/01/01	02-0197	Lamont	7.50%	2020/01/01
02-0086	Devon	17%	2024/01/01	04-0378	Larkspur	3%	2020/04/01
02-7662	Diamond Valley	10%	2023/01/01	01-0200	Leduc	16%	2014/01/01
02-0088	Didsbury	17%	2016/01/01	02-0202	Legal	20%	2024/01/01
02-0091	Drayton Valley	10%	2016/01/01	03-0207	Lomond	15%	2017/01/01
03-0093	Duchess	15%	2018/01/01	03-0208	Longview	17%	2017/01/01
02-0095	Eckville	10%	2015/01/01	03-0209	Lougheed	5%	2016/01/01
03-0096	Edberg	13%	2021/01/01	02-0211	Magrath	15%	2023/01/01
03-0097	Edgerton	15%	2022/01/01	04-0210	Ma-Me-O Beach	0%	2016/01/01
02-0100	Edson	4.70%	2024/01/01	02-0215	Mayerthorpe	14%	2024/01/01
03-0109	Ferintosh	11%	2016/01/01	04-0359	Mewatha Beach	2%	2016/10/01
03-0112	Foremost	7%	2016/01/01	02-0218	Milk River	12%	2017/01/01
02-0115	Fort Macleod	15%	2018/10/01	02-0219	Millet	18%	2024/01/01
01-0117	Fort Saskatchewan	0%	2013/10/01	03-0220	Milo	20%	2017/01/01
02-0124	Gibbons	10%	2013/01/01	02-0224	Morinville	20%	2013/07/01
03-0128	Glenwood	5%	2022/04/01	04-0230	Nakamun Park	0%	2013/10/01
04-0129	Golden Days	0%	2017/01/01	02-0232	Nanton	9%	2019/01/01
02-0135	Granum	0%	2024/02/01	02-0236	Nobleford	5%	2023/01/01
04-0134	Grandview	0%	2016/01/01	03-0233	New Norway	6%	2009/01/01
04-0138	Gull Lake	0%	2016/01/01	04-0237	Norglenwold	5%	2015/01/01
04-0358	Half Moon Bay	0%	2021/01/01	04-0385	Norris Beach	0%	2016/01/01
02-0143	Hardisty	9.50%	2021/01/01	02-0238	Okotoks	20%	2021/01/01
03-0144	Hay Lakes	9%	2021/01/01	02-0239	Olds	17%	2024/01/01
02-0148	High River	20%	2015/07/01	02-0240	Onoway	10.5%	2024/01/01
03-0149	Hill Spring	5%	2014/01/01	04-0374	Parkland Beach	0%	2015/01/01
02-0151	Hinton	11.73%	2022/01/01	02-0248	Penhold	19%	2014/01/01
03-0152	Holden	4%	2016/01/01	02-0249	Picture Butte	11%	2022/01/01
03-0153	Hughenden	5%	2016/01/01	02-0250	Pincher Creek	20%	2024/01/01
03-0154	Hussar	12.50%	2017/01/01	04-0253	Point Alison	0%	2017/01/23
02-0180	Innisfail	17%	2023/03/01	04-0256	Poplar Bay	0%	2016/01/01
03-0182	Irma	20%	2015/01/01	02-0257	Provost	20%	2015/01/01
02-0183	Irricana	8%	2023/05/01	02-0261	Raymond	16%	2022/01/01
04-0185	Island Lake	0%	2016/01/01	02-0265	Redwater	10%	2023/04/01
04-0186	Itaska Beach	0%	2017/10/01	02-0266	Rimbey	20%	2022/01/01
04-0379	Jarvis Bay	0%	2015/10/08	02-0268	Rocky Mtn House	15.3%	2023/01/01
04-0187	Kapasiwin	0%	2018/04/01	03-0270	Rockyford	7%	2024/01/01



Muni Code	Municipality	Rider	Effective	Muni Code	Municipality	Rider	Effective
03-0272	Rosemary	15.50%	2023/01/01	02-0311	Taber	18%	2020/07/01
04-0273	Ross Haven	0%	2016/01/01	02-0315	Thorsby	20%	2014/01/01
03-0276	Ryley	3%	2016/01/01	02-0318	Tofield	5%	2015/01/01
04-0279	Seba Beach	4%	2014/01/01	04-0324	Val Quentin	0%	2016/01/01
02-0280	Sedgewick	11%	2024/01/01	02-0326	Vauxhall	8%	2022/01/01
04-0283	Silver Sands	3%	2018/01/01	02-0331	Viking	8%	2013/01/01
04-0369	South Baptiste	0%	2005/05/01	02-0333	Vulcan	20%	2013/10/01
04-0288	South View	3%	2019/01/01	03-0364	Wabamun	10%	2017/01/01
01-0291	Spruce Grove	20%	2016/01/01	02-0335	Wainwright	12%	2024/01/01
01-0292	St. Albert	15%	2023/01/01	07-0159	Waterton Park	8%	2018/10/01
03-0295	Standard	4%	2024/04/01	03-0338	Warburg	10%	2015/01/01
02-0297	Stavely	6%	2021/01/01	03-0339	Warner	7%	2024/01/01
03-0300	Stirling	12%	2019/01/01	04-0344	West Cove	0%	2018/01/01
02-0301	Stony Plain	20%	2013/01/01	02-0345	Westlock	16.25%	2024/01/01
09-0302	Strathcona County	0%	TBD	01-0347	Wetaskiwin	18%	2024/01/01
02-0303	Strathmore	20%	2020/07/01	04-0371	Whispering Hills	5%	2016/10/01
03-0304	Strome	9%	2022/01/01	02-0350	Whitecourt	4.47%	2024/01/01
02-0307	Sundre	12%	2024/01/01	04-0354	Yellowstone	8%	2024/01/01
04-0386	Sunrise Beach	0%	2018/01/01				
04-0308	Sunset Point	10%	2017/01/01				
02-0310	Sylvan Lake	18%	2023/01/01				