
Council Chambers, Irricana Centennial Centre, 222 2 Street

Date: May 15, 2023 **Time:** 7:00PM

A. ATTENDANCE

B. CALL TO ORDER

C. AGENDA

D. PRESENTATIONS

E. MINUTES

Item E1: Minutes from May 1, 2023 Regular Meeting of Council

F. CORRESPONDENCE FROM PREVIOUS MEETING

G. COMMITTEE REPORTS

H. OLD BUSINESS

I. NEW BUSINESS

Item I1 – Chief Administrative Officer Report

Item I2 – Wild Rose Assessment Master Services Agreement

Item I3 – 2023 Tax Rate Bylaw (Bylaw 005:2023)

Item I4 – 2023 Master Rates Bylaw (Bylaw 006:2023)

J. COMMUNICATION / INFORMATION

Item J1 – Motion Tracker

Item J2 – Letter from Environment Canada

Item J3 – Invitation, Meadowlark Trail Grand Opening

K. COUNCILLOR UPDATE

L. CLOSED SESSION

M. ADJOURN

Item E1

Minutes from May 1, 2023 Regular Meeting of Council

TOWN OF IRRICANA

Minutes of the Regular Meeting of Council held

Date: May 01, 2023 Time: 7:00 pm

Location: Council Chambers: Irricana Centennial Centre, 222 – 2 Street

ATTENDANCE

Mayor:	Jim Bryson
Deputy Mayor:	Kim Schmaltz
Councillors:	Nathanial Fleming, Julie Sim, Lisa McAree
CAO:	Doug Hafichuk

CALL TO ORDER

The meeting was called to order by Mayor Bryson at 7:00 pm.

AGENDA

- (i) Adopt Agenda
77:23 Moved by Councillor Sim to adopt the Agenda as presented.
CARRIED

PRESENTATIONS

- (i) Scase & Partners CPA: 2022 Financial Audit (Darryl Scase, CPA)
Presentation: 7:01 pm to 7:08 pm
Auditors left the Meeting at 7:09 pm

78:23 Moved by Councillor Fleming to accept the 2022 Audited Financial Report for the Town of Irricana as presented.
CARRIED

MINUTES

- (i) Minutes of the Regular Meeting of Council for April 17, 2023.
79:23 Moved by Deputy Mayor Schmaltz to accept the Minutes of the Regular Meeting of Council for April 17, 2023, as presented.
CARRIED

CORRESPONDENCE FROM PREVIOUS MEETING

- (i) None

COMMITTEE REPORTS

- (i) None

OLD BUSINESS

- (i) None

NEW BUSINESS

- (i) Item I1 – Summary Report: February 2023 Water System Event
80:23 Moved by Councillor Fleming that the Summary Report on the February 2023 Water System Event be received for information.
CARRIED

Mayor Bryson took a moment to introduce NDP Candidate Cheryl Loewen, who represents the Olds-Didsbury-Three Hills riding and was a visitor observing the Council meeting.

Mayor Bryson called for a 15 minute recess at 7:45 pm
Mayor Bryson reconvened the meeting at 7:59 pm

81:23 Moved by Councillor Fleming to direct administration to increase the 2023 Budget with an additional \$5,000.00 for the Irricana Municipal Library Appropriation funding.
In Favour: Councillor Fleming
Opposed: Mayor Bryson, Deputy Mayor Schmaltz, Councillor McAree, Councillor Sim
DEFEATED

Mayor Bryson called for a 15 minute recess at 8:50 pm
Mayor Bryson reconvened the meeting at 9:04 pm

- (ii) Item I2 – 2023 Town Budget
82:23 Moved by Deputy Mayor Schmaltz that the 2023 Town Budget be approved, based on a 100% Cost-Recovery on Utilities.
In Favour: Mayor Bryson, Deputy Mayor Schmaltz, Councillor McAree, Councillor Sim
Opposed: Councillor Fleming
CARRIED

Mayor Bryson thanked CAO Doug Hafichuk for all his hard work in the preparation of the 2023 Budget and supporting Reports.

COMMUNICATION/INFORMATION

- (i) Motion Tracker

COUNCILLOR UPDATE

- (i) Roundtable discussion

CLOSED SESSION

- (i) None

ADJOURN

- (i) Adjournment
83:23 Moved by Councillor McAree to adjourn the meeting at 9:15 pm.

Mayor Jim Bryson

Doug Hafichuk
Chief Administrative Officer

To: Mayor and Council
From: Chief Administrative Officer
Date: May 15, 2023
Purpose: **Provided for Information**
Subject: Chief Administrative Officer Report

Summary:

This report from the CAO provides a high-level summary of key Administrative and Public Works activities from April 8, 2023 to May 10, 2023.

Background and Discussion:

The Chief Administrative Officer provides updates to Council on key initiatives, issues, and activities which may impact the Community or Council decision making, and this report emphasizes activities between March 4, 2023 and April 7, 2023.

Key Meetings & Discussions

1. Administration met with Elaine Tracz and Jim Bryson (Cemetery Revitalization Committee) onsite at the Irricana Cemetery to review the Cemetery's condition and plan for 2023 remedial work. The approved 2023 Town Budget includes \$2,000 in (Grant) funding to support the revitalization of the Cemetery.
2. Administration met with Raul Morales of Allnorth Engineering to receive and review as-built drawings for the 6th Street Undergrounds Project. A validation sidewalk will be completed to fully verify the as-builts and identify any warranty issues requiring remediation.

Economic Development Activities

1. The Town's application to the Green Municipal Fund (Grant) to cover costs associated with the Waste-Energy Feasibility Study continues to move forward and remains on track for submission by May 31, 2023.

Efforts continue to be well supported by Waste Energy Solutions (formerly ONEConnect).

2. The Town has fielded 'due diligence' inquiries on the Industrial Lands currently for sale North of Founders Park (Lot 1 Block 1 Plan 0512579). The land is currently for sale via auction, with the auction closing on June 14, 2023.

Financial Activities

1. The 2022 Audit was completed and presented to Council as an information item at the May 1, 2023 Regular Meeting. Information has been submitted to the Province and is available to the Public on the Province's website:

http://www.municipalaffairs.alberta.ca/mc_financial_tax_bylaws

2. The 2023 Town Budget was approved by Council at the May 1, 2023 Regular Meeting. Total expenditures in 2023 are expected to be \$2,745,472, with 50.1% of funding from external sources, and 49.9% of funding from Property Taxes.

Administrative Activities

1. Switchover complete for Town's Managed IT Provider. Vincovi Technology Solutions took over as the Town's on April 19th, 2023.

Key short-term activities include completing a full inventory of technology (hardware/software), improving remote connectivity options, and developing a technology roadmap to guide future investments.

2. Water Meter Reading software change (Neptune) was completed in Late-April, including staff training and integration with Muniware. Minor issues have been identified and are being actioned by respective service providers, however, meter readings and utility billings are not impacted.
3. 2023 Work Plans have been rolled out to staff alongside the revamped organizational structure. The Work Plans describe the Council approved and budget funded initiatives to be undertaken.
4. Administration issued Tax Notification Letters for 30 properties, and Tax Recovery Notices for 5 properties.
5. In preparation for the 2023 Tax Notices, Administration has compiled a list of delinquent utility accounts. Delinquent sums over \$50 will be added to the 2023 Property Tax Bill.

Public Works Activities

1. Fire and Safety Inspections for all Town Facilities have been scheduled for May 12, 2023.

2. One seasonal employee has been hired, with a start date of May 15, 2023. The Town received grant funding for one seasonal employee, but may augment further if / as needed.
3. Street sweeping is in progress and expected to be complete by mid/late-May.
4. Repair of the sinkhole at the SE Corner of 2 Street and 2 Avenue was delayed due to scheduling issues. A repair plan has been made and work should be complete by the end of May 2023.
5. Founders Park has been opened and turned over to the Irricana Ag Society for 2023 operations. In preparation, maintenance repairs were completed in the washroom/shower facility.
6. Annual sanitary cleaning was completed on May 10, 2023.
7. Installation of the sports flooring at the Recreation Center is being coordinated and is expected to be complete by the end of May 2023.

Financial Implication(s):

No financial implications. The report is provided for information only.

Recommendation:

Administration recommends that the report be received for information.

Recommendation Motion(s):

Option #1:

Motion #1: **THAT** the Chief Administrative Officer Report be received for information.

Option #2:

As determined by Council.

Respectfully submitted,

"Doug Hafichuk"

Chief Administrative Officer

ATTACHMENTS:

No Attachments

To: Mayor and Council
From: Chief Administrative Officer
Date: May 15, 2023
Purpose: Request For Decision
Subject: Wild Rose Assessment – Professional Services Agreement

Summary:

The current 7-year agreement for the Town's Municipal Assessor, Wild Rose Assessment Services, has expired and a new 10-year agreement has been proposed. Based on competitive pricing and the service levels being delivered, Administration recommends Council approve the renewal agreement.

Background and Discussion:

Background

Section 284.2 of the Municipal Government Act (MGA) states that "*A municipality must appoint a person having the qualifications set out in the regulations to the position of designated officer to carry out the functions, duties and powers of a municipal assessor under this Act.*"

To maintain compliance with the MGA, the Town of Irricana contracts assessment services to a third party and appoints them as a designated officer through the "Designated Officer – Assessor" Bylaw (Bylaw 002:2023).

Wild Rose Assessment Services has served as the Town's municipal assessor since 2016, operating under a 7-year professional services agreement. That agreement expires in 2023 and a new 10-year agreement is being proposed.

Given that the municipal assessor serves as a Designated Officer, any agreement (new or extension) requires Council approval.

For Council's Consideration

1. Administration has reviewed the proposed agreement and is satisfied that common contract items, such as insurance and dispute resolution, have been adequately addressed.

2. Having served the Town of Irricana since 2016, Wild Rose Assessment is very familiar with the community, key administrative contacts, and processes.
3. There have been no formal service complaints from residents or Administration during that time, nor have there been any issues related to the timeliness or quality of services / deliverables.
4. The pricing contained within the proposal remains highly competitive. The Town of Irricana currently spends \$15,000 per year on assessment services versus a peer average of \$16,000. Annual costs would increase, on average, by 2.2% during the term of the agreement.

Financial Implication(s):

No financial implications. Under the agreement, assessment service costs would remain at \$15,000 for 2023, as approved in the 2023 Town Budget.

Recommendation:

Administration recommends approving the Professional Services Agreement, as currently provided.

Recommendation Motion(s):

Option #1:

Motion #1: **THAT** Administration be directed to sign the Professional Services Agreement, dated March 31, 2023, with Wild Rose Assessment Services.

Option #2:

As determined by Council.

Respectfully submitted,

"Doug Hafichuk"

Chief Administrative Officer

ATTACHMENTS:

Attachment 'A' – Professional Services Agreement

Attachment 'A'**Professional Services Agreement**

**This Agreement made this 31st day of
March 2023.**

BETWEEN:

TOWN OF IRRICANA

(Herein referred to as the "Municipality")

OF THE FIRST PART

-and-

**WILD ROSE ASSESSMENT SERVICES INC.
(Herein referred to as the "Consultant")**

OF THE SECOND PART

PROFESSIONAL SERVICES AGREEMENT

**Johnston Ming Manning
Barristers & Solicitors
400, 4943 – Ross Street
Red Deer, Alberta
T4N 1Y1**

Solicitor's File No. DMM-73616

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT MADE THIS 31st day of March 2023.

BETWEEN:

TOWN OF IRRICANA

(referred to as the "Municipality")

OF THE FIRST PART

- and -

WILD ROSE ASSESSMENT SERVICES INC.
(referred to as the "Consultant")

OF THE SECOND PART

WHEREAS:

- A. The Municipality requires assessments of all lands and premises within the Municipality's boundaries primarily for taxation purposes;**
- B. The Consultant is in the business of supplying assessment services to various municipalities throughout Alberta;**
- C. The Municipality and the Consultant wish to enter into a written agreement for the supply of the assessment services.**

NOW THEREFORE, the Municipality and Consultant, in consideration of the covenants and agreement hereinafter contained, agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Definitions: For the purposes of this Agreement and the Schedules hereto or any certificate, opinion or other document, agreement, undertaking or assurances delivered in accordance with or in furtherance of the purposes and intent of this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following expressions shall have the following meanings respectively:**

- 1.11 "Agreement" of "hereof", "hereto", "herein", "hereby", "hereunder" and similar expressions when used in this agreement and any attached Schedules refer to this Agreement and to any Schedules attached hereto and not to any particular Articles, Sections, paragraphs, sub-paragraphs or other portion hereof, and including any and every instrument supplemental hereto; and any reference to a paragraph, sub-paragraph, Section or Article by number or letter of the alphabet means the appropriate paragraph, sub-paragraph, Section or Article of this Agreement unless the context otherwise require; and any reference to a Schedule by number or letter of the alphabet means the appropriate Schedule attached to this Agreement;
- 1.12 "Claims" means claims, losses, actions, suits, proceedings, causes or action, demands, damages, (direct, indirect, consequential or otherwise), judgments executions, liabilities, responsibilities, losses, costs, charges, payments and expenses including, without limitation, any professional, consultant and legal fees (on a solicitor and his own client basis);
- 1.13 "Consultant" means WILD ROSE ASSESSMENT SERVICES INC.;
- 1.14 "Consultant's Fee" shall have that meaning set out in Article 4.1;
- 1.15 "Injury" means bodily injury, personal discomfort, mental anguish, shock, sickness, disease, death, false arrest, detention or imprisonment, malicious prosecution, libel, slander, defamation of character, invasion of privacy, wrongful entry or eviction and discrimination, or any of them, as the case may be;
- 1.16 "Municipality" means Town of Irricana.
- 1.17 "Services" shall have that meaning set out in Schedule "A";
- 1.18 "Tax Year" means the calendar year commencing January 1;
- 1.19 "Term" shall have that meaning set out in Article 3.1.
- 1.2 This Agreement shall in all respects be governed by and be construed in accordance with the laws of the Province of Alberta.
- 1.3 If any one of more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and

enforceability of such provisions shall not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

- 1.4 Wherein the singular or the masculine is used herein the same shall be deemed to include the plural or feminine or the body politic or corporate where the context or the parties so require.
- 1.5 The headings to the clauses of the Agreement are inserted for convenience only and shall not affect the construction hereof.
- 1.6 Unless otherwise stated, a reference herein to a numbered or lettered clause or paragraph refers to the clause or paragraph of each Section bearing that number or letter in this Agreement.
- 1.7 All accounting terms not defined in this Agreement shall have those meanings generally ascribed to them in accordance with generally accepted accounting principles in Canada, applied consistently.
- 1.8 Business Day: In any case where time limited by this Agreement expires on a Saturday, Sunday, legal holiday, or a day on which chartered banks in the City of Red Deer, Alberta are not open for business, the time shall be extended to and shall include the next day on which the said banks are open for business.
- 1.9 All reference to dollars of "\$" shall mean legal money of Canada.
- 1.10 The following Schedules are incorporated by reference to this Agreement and form a part hereof.

Schedule "A" – Definition of "Services"

Schedule "B" – Designated Assessor(s)

Schedule "C" – Report and or Equipment to be supplied by Consultant

Schedule “D” – Report and or Equipment to be supplied by Municipality

Schedule "E" – Basic Assessment Services

2. APPOINTMENT

- 2.1 The Municipality hereby appoints the Consultant to perform the Services and the Consultant hereby agrees to perform the Services for the Municipality during the Term.**

2.2 During the Term, the Consultant shall perform the Services for each of the following Tax Years:

2.2.1 TERM: Ten Years

2.2.2 Term is April 1, 2023 to March 31, 2033:

2.2.3 For services performed please see attached schedules:

2.3 For each Tax Year, the Consultant shall have reported to the Municipality all assessments for that particular Tax Year and report to the Municipality on or before February 28th in each of said Tax Years.

3. TERM

3.1 The Consultant shall provide the Services to the Municipality commencing April 1, 2023 (the "Commencement Date") to March 31, 2033 (herein referred to as the "Term").

4. CONSULTANT'S FEE

4.1 In consideration of the Services supplied by the Consultant, the Municipality shall pay to the Consultant a fee (the "Consultant's Fee") to be calculated as follows:

AMENDMENT:		
4.1.1. Year ONE:	\$15,000.00	April 1, 2023 to March 31, 2024
Year TWO:	\$15,000.00	April 1, 2024 to March 31, 2025
Year THREE:	\$25.00 per parcel	April 1, 2025 to March 31, 2026
Year FOUR:	\$25.50 per parcel	April 1, 2026 to March 31, 2027
Year FIVE:	\$26.00 per parcel	April 1, 2027 to March 31, 2028
Year SIX:	\$26.50 per parcel	April 1, 2028 to March 31, 2029
Year SEVEN:	\$27.00 per parcel	April 1, 2029 to March 31, 2030
Years 8 – 10:	Negotiate	April 1, 2030 to March 31, 2033

** All prices are subject to G.S.T. **

Except as otherwise provided for in this Agreement, the Consultant will be solely responsible for:

- 4.2.1. all mileage and automobile expenses associated with the preparation of the contemplated assessments;
- 4.2.2. all accommodation, meals and related living expenses incurred or experienced by employees and representatives of the Consultant in the execution of this Agreement.

4.3 The Municipality shall pay the Consultant's Fee as follows:

4.3.1 the Municipality will be invoiced on a quarterly/monthly/semi-annually basis for work in progress and payment of the invoice is due and payable within 30 days of receipt of the invoice;

4.3.2 Monthly installments as invoiced.

4.4 Interest at the rate of 12% per annum, calculated monthly not in advance, shall be due on any late payments.

4.5 Should the Municipality request the Consultant to undertake work that is not set out in Schedule "A" additional fees determined by the consultant (within reason) will be charged regarding same. Should the amount of these additional fees exceed 10% of the amount set out in Article 4.1, such arrangement shall be handled by way of an amendment to this Agreement.

5. COVENANTS OF THE CONSULTANT

5.1 Consultant covenants and agrees with the Municipality as follows:

- 5.1.1 that the assessor(s) supplied by the Consultant for the performance of the Services shall be an Accredited Municipal Assessor of Alberta (AMAA) and shall designate those assessor(s) listed in Schedule "B" as the individuals to be the assessor(s) supplied;**
- 5.1.2 the appointed assessor will endeavor to maintain proper equity in assessments within the Municipality;**
- 5.1.3 the appointed assessor will be required to exercise independence and judgment in equating all of the relevant data involved in property assessment and determining final assessment value of property;**
- 5.1.4 unless required by law, any data or other information concerning the Municipality, which is obtained by the Consultant in its dealings with the Municipality under this Agreement, shall be treated as confidential and shall not be disclosed without prior approval by the Municipality.**

5.1.5 In the event that the Workers' Compensation Act of Alberta requires the Consultant to register with the Worker's Compensation Board ("WCB") the Consultant shall do so and upon demand by the Municipality, it shall deliver to the Municipality certification from WCB;

5.1.6 The Consultant shall comply with the provisions of:

5.1.6.1 any Act of the legislature of the Province of Alberta and of the Parliament of Canada now in force or enacted thereafter;

5.1.6.2 any regulations in force from time to time under any of the Acts referred to in Clause 5.1.6.1;

5.1.6.3 any bylaw or resolution of the Municipality that expressly or by implication applies to the Consultant in respect of this Agreement;

5.1.7 the Consultant will ensure that its employees, when on assignment pursuant to this Agreement, will comply with any safety and security regulations and procedures in effect regarding the properties being assessed;

5.1.8 in addition to any authorizations, consents, licenses, right-of-entry or other estates or interests in land that have been obtained by the Minister, the Consultant shall obtain all lawfully required authorizations, consents, licenses and right-to-entry to land or other estates or interests in land necessary for the Consultant to perform the Services;

5.1.9 the Consultant shall undertake the Services in an efficient, good and workmanlike manner, and in accordance with the Municipality's reasonable good standards;

5.1.10 the Consultant shall supply all equipment and motor vehicles necessary to carry out and record the Services including, without limitation, that equipment listed in Schedule "C".

6. REPRESENTATIONS AND WARRANTIES OF CONSULTANT

- 6.1 The Consultant warrants that all the Services will be conducted strictly in accordance with the provisions of any relevant Provincial Legislation and Regulations thereto.**

7. COVENANTS OF THE MUNICIPALITY

- 7.1 The Municipality covenants and agrees with the Consultant as follows:**

- 7.1.1 that the Municipality will provide notice either directly or indirectly to all rate payers affected by the assessments that the Consultant has been retained to perform the inspections and prepare assessment reports;**
- 7.1.2 that the Municipality will be responsible for costs that may be incurred as a result of rate payer information brochures, requests for information, newspaper advertisements, etc.;**
- 7.1.3 that the Municipality will provide all necessary aerial photographs suitably mounted and numbered as well as all required maps to assist in the preparation of satisfactory assessments;**
- 7.1.4 the Municipality shall make available to the Consultant all existing assessment information in the possession of Alberta Municipal Affairs relating to the land and premises forming the subject matter of this Agreement;**
- 7.1.5 the Municipality shall provide for, where no road access is available, alternate forms of transportation such as, but no limited to, aircraft or boat, subject to approval of the Municipality;**
- 7.1.6 the Municipality agrees that the Consultant may utilize staff (other than AMAA staff) to assist the assessor(s) in performing the Services;**
- 7.1.7 unless required by law, any data or other information concerning the Consultant which is obtained by the Municipality in its dealings with the Consultant under this Agreement, shall be treated as confidential and shall not be disclosed without prior approval by the Consultant;**

7.1.8 the Municipality shall supply to the Consultant, at no cost to the Consultant, the equipment listed in Schedule "D".

8. INSURANCE AND INDEMNIFICATION

8.1 The Consultant, at its expense, shall acquire and maintain throughout the Term the insurance (the "Insurance") described in Article 8.2.

8.2 The Insurance is as follows:

8.2.1 Two million (\$2,000,000.00) dollars inclusive limits commercial general liability insurance. The insurance will:

8.2.1.1 include personal injury, employers, provisions for cross liability, and occurrence property damage;

8.2.1.2 name the Municipality as an insured;

8.2.1.3 contain a provision that precludes invalidation as respects the interest of the Municipality by reason of any breach or violation of warranties, representations, declarations or conditions;

8.2.2 Two million (\$2,000,000.00) dollars inclusive limits automobile liability insurance on a non-owned form, and on an owner's form, covering all licensed vehicles operated by or on behalf of the Consultant.

8.3 The Consultant shall cause each insurance policy to:

8.3.1 be primary, non-contributing with, and not excess of, any other insurance available to the Municipality;

8.3.2 contain a prohibition against cancellation or material change that reduces or restricts the insurance except on 30 days prior written notice to the Municipality, and

8.3.3 be in a form and with insurers satisfactory to the Municipality, acting reasonably.

- 8.4 The Consultant shall promptly indemnify and hold harmless the Municipality from and against all Claims in connection with any injury or any loss or damage to property arising from or out of this Agreement or occasioned wholly or in part by any fault, default, negligence, act or omission of the Consultant, or for those for whom the Consultant is responsible at law.

9. **TERMINATION**

- 9.1 The Municipality may terminate this Agreement forthwith in the event that:
- 9.1.1 the Consultant is adjudged a bankrupt or makes an assignment in bankruptcy;
 - 9.1.2 a receiver is appointed for the Consultant.
- 9.2 The Municipality may terminate this Agreement upon 30 days prior written notice to the Consultant in the event that:
- 9.2.1 the Consultant shall be in default of any obligation on its part under this Agreement, the Municipality may issue a notice in writing of default and on failure of the Consultant to remedy the same or cause the same to be remedied within 60 days after the issuance of the notice.
- 9.3 The Consultant may terminate this Agreement upon 30 days prior written notice to the Municipality in the event that:
- 9.3.1 the Municipality shall be in default of any obligation on its part under this Agreement, the Consultant may issue a notice in writing of default and on failure of the Municipality to remedy the same or cause the same to be remedied within 60 days after the issuance of the notice.

10. **GENERAL**

- 10.1 This Agreement may be amended solely by written consent of both parties.
- 10.2 This Agreement represents the entire agreement between the parties. No other terms, representations or warranties, verbal or otherwise, are to be inferred or implied.

- 10.3 Should the parties be unable to resolve any disputes which may arise regarding this Agreement, the matter(s) in dispute shall be referred to arbitration in accordance with the provisions of the Arbitration Act, Statutes of Alberta 1991, Ch. A-43.1.
- 10.4 This Agreement ensures to the benefit of and is binding upon the parties to this Agreement and their respective successors and any permitted assignees of the Consultant.
- 10.5 The Consultant may not assign its rights and obligations under this Agreement without the prior written consent of the Municipality.
- 10.6 The Consultant, while performing any Services under this Agreement, is an independent contractor and not an agent of the Municipality.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

TOWN OF IRRICANA

Per: _____

Per: _____

WILD ROSE ASSESSMENT SERVICES INC.

Per:  _____

Per:  _____

SCHEDULE "A"

Services shall mean those services as may be required to inspect and assess all lands and premises located within the Municipality's boundaries including, without limitation, the following:

(a) Land

- **establish criteria in consultation with Municipal Affairs Assessment Standards and Inspection Branch;**
- **In accordance with Section 289(1), Municipal Government Act, visual inspections of each parcel of land, carrying out tests and investigations if in the opinion of the Consultant such tests and investigations are required;**

(b) Improvements

- **establish criteria in consultation with Municipal Affairs Assessment Advisory Services Branch;**
- **in accordance with Section 291(1), Municipal Government Act, visual inspections of each improvement on lands within the Municipality and carry out interior inspections, if in the opinion of the Consultant, such interior inspection is required;**
- **the production of diagrams if in the opinion of the Consultant such diagrams are required;**

SCHEDULE "B"

DESIGNATED ASSESSOR (S)

Rodney Vikse, A.M.A.A. – Appointed Assessor

Kevin Bohlken, A.M.A.A.

Riley Kloss, A.M.A.A.

David Clark, A.M.A.A.

SCHEDULE "C"

Reports and/or Equipment to be supplied by Consultant

- * Proposal is based on Electric, Power, and Pipeline assessment (Linear) and Designated Industrial Properties (DIP) being completed in Edmonton by Municipal Affairs.

SCHEDULE "D"

Information and/or Equipment to be supplied by Municipality

- Office Space as needed
- Maps
- Land title changes as needed
- Sub-division plans
- Land Use By-laws
- Building permits
- Plans or blue prints as needed
- All correspondence relating to ratepayer information

SCHEDULE "E"

Basic Assessment Services:

- Assessment of new and progressive buildings
- Land valuation
- Review sales for market value studies
- Prepare assessment audit functions
- Review obsolescence, market trends
- Attend to ratepayer concerns
- Re-evaluation of property to current market value
- Re-inspection of improved parcels

Additional cost would be for the following:

- Supplementary assessment
- Business Tax assessment
- Request for appraisals
- Equalization appeals
- Lawyers at the Municipalities request

Wild Rose Assessment Services Inc. recognizes that the services under this contract are vital to the Town of Irricana and should be continued without interruption and that, upon expiration, the services provided by Wild Rose Assessment Services Inc. will continue through a Continuation of Services Agreement agreed upon by both parties.



Council Report

To: Mayor and Council
From: Chief Administrative Officer
Date: May 15, 2023
Purpose: Request For Decision
Subject: 2023 Tax Rate Bylaw

Summary:

Following approval of the 2023 Town Budget on May 1, 2023, the Town of Irricana is required to pass a Tax Rate Bylaw authorizing the collection of Property Taxes to fund municipal operations and collect requisition amounts on behalf third-parties.

Background and Discussion:

At the May 1, 2023 Regular Meeting, Council approved the 2023 Town Budget.

The budget includes \$2,655,495 in municipal spending and \$89,977 in debt expenses, offset by \$1,091,247 in external revenue and \$32,608 in investment income.

In approving the 2023 Town Budget, Council approved adjustments to consumption charges (water, sanitary, and solid waste & recycling) to reduce the amount of Property Taxes that needed to be collected.

As a result, \$1,370,221 is to be raised through Property Taxes in 2023 to fund municipal operations, resulting in a Residential Mill Rate of 10.0081 and a Non-Residential Mill Rate of 9.9377.

2023 Property Tax Rate Calculations

Assessment Class	Assessment Value	Split	Levy Total	Mill Rate
Residential / Farmland	\$ 128,695,950.00	94%	\$ 1,288,007.95	10.008147
All Other Taxable	\$ 8,272,890.00	6%	\$ 82,213.27	9.937673

Total Levy \$ 1,370,221.22

Requisitions

Municipalities are responsible for collecting revenues on behalf of specific third-party organizations. The Town of Irricana collects funds on behalf of the Alberta School Foundation Fund (ASFF), the Calgary Roman Catholic Separate School District (CRCSSD), and the Rocky View Seniors Foundation (RVSF).

For 2023, the ASFF Requisition totals \$341,730.

2023 Alberta School Foundation Fund (ASFF)			
Assessment Class	Assessment Value	Rate/\$1,000	Levy Total
Residential / Farmland	\$121,972,393.89	2.56	\$312,249.33
All Other Taxable	\$7,840,683.39	3.76	\$29,480.97

Total Levy \$341,730.30

For 2023, the CRCSSD Requisition totals \$18,837.

2023 Calgary Roman Catholic Separate School Division (CRCSSD)			
Assessment Class	Assessment Value	Rate/\$1,000	Levy Total
Residential / Farmland	\$6,723,556.11	2.56	\$17,212.30
All Other Taxable	\$432,206.61	3.76	\$1,625.10

Total Levy \$18,837.40

For 2023, the RVSF Requisition totals \$7,102.45.

2023 Calgary Roman Catholic Separate School Division (CRCSSD)			
Assessment Class	Assessment Value	Rate/\$1,000	Levy Total
All Taxable Property	\$136,968,840	0.05185	\$7,102.45

The 2023 Tax Rate Bylaw has been prepared to authorize the Chief Administrative Officer to levy rates of collection sufficient to fund the operations of the municipality, in accordance with the approved budget, and collect requisitions.

Council may give three readings to the 2023 Tax Rate Bylaw, if desired, provided that unanimous consent is given to provide a third and final reading.

If Council is not prepared to provide all three readings, Administration recommends providing first and second readings, and scheduling a Special Meeting of Council to consider third and final reading of the Bylaw.

Financial Implication(s):

Approving the 2023 Tax Rate Bylaw, as presented, fully funds the approved 2023 Town Budget and all external requisitions.

Recommendation:

Administration recommends that the 2023 Tax Rate Bylaw (Bylaw 005:2023) be given all three readings.

Recommendation Motion(s):

Option #1:

Motion #1: **THAT** the 2023 Tax Rate Bylaw (Bylaw 005:2023) be read for a first time this 15th day of May, 2023.

AND

Motion #2: **THAT** the 2023 Tax Rate Bylaw (Bylaw 005:2023) be read for a second time this 15th day of May, 2023.

AND

Motion #3: **THAT** unanimous consent be given for a third and final reading this 15th day of May, 2023

AND

Motion #4: **THAT** the 2023 Tax Rate Bylaw (Bylaw 005:2023) be read for a third and final time this 15th day of May, 2023.

Option #2:

As determined by Council.

Respectfully submitted,

“Doug Hafichuk”

Chief Administrative Officer

ATTACHMENTS:

Attachment 'A' – 2023 Tax Rate Bylaw (Bylaw 005:2023)

Attachment 'A'

2023 Tax Rate Bylaw (Bylaw 005:2023)

BYLAW 005:2023

A bylaw of the Town of Irricana, in the Province of Alberta, for the purpose of authorizing the rates of taxation to be levied against assessable property within the Town of Irricana for the 2023 Taxation Year.

WHEREAS the Council of the Town of Irricana is required each year to levy on the assessed value of all property, tax rates sufficient to meet the estimated expenditures and the requisitions;

AND WHEREAS the Council of the Town of Irricana is authorized to classify assessed property, and to establish different rates of taxation in respect to each class of property, subject to the Municipal Government Act;

AND WHEREAS the Town of Irricana has prepared and adopted detailed estimates of the municipal revenues and expenditures as required at the May 1, 2023 Regular Meeting of Council;

AND WHEREAS the estimated expenditures and transfers in the approved 2023 Town Budget for 2023 totals \$2,745,472;

AND WHEREAS the estimated municipal revenues and transfers from all sources other than taxation in the 2023 Town Budget for 2023 totals \$1,375,251 and the balance of \$1,370,221 is to be raised by general municipal taxation;

AND WHEREAS the requisitions are;

Education – Residential / Farmland

Alberta School Foundation Fund (ASFF)	\$312,249.33
Calgary Roman Catholic Separate School Division (CRCSSD)	\$17,212.30

Education – Non-Residential

Alberta School Foundation Fund (ASFF)	\$29,480.97
Calgary Roman Catholic Separate School Division (CRCSSD)	\$1,625.10

Other

Rocky View Seniors Foundation (RVSF)	\$7,102.45
--------------------------------------	------------

AND WHEREAS the assessed value of all taxable property shown on the assessment roll is;

Assessment Class

Residential and Farmland	\$128,695,950.00
Non-Residential	\$8,272,890.00
Total	\$136,968,840.00

AND THEREFORE under the authority of the Municipal Government Act, the Council of the Town of Irricana, in the Province of Alberta, enacts as follows:

Title

1. This Bylaw may be cited as the “**2023 Tax Rate Bylaw**”

Definitions

2. In this Bylaw, the following definitions apply:
 - a. “**Chief Administrative Officer**” means the Chief Administrative Officer of the Town of Irricana or their authorized delegate;
 - b. “**Municipal Government Act**” means the Municipal Government Act, RSA 2000, c M-26, as amended or replaced from time to time.

Effect

3. The Chief Administrative Officer is hereby authorized to levy the following rates of taxation on the assessed value of all property shown on the assessment roll of the Town of Irricana:

Municipal					
Assessment Class	Assessment Value	Split	Levy Total	Mill Rate	Tax Rate
Residential & Farmland	\$ 128,695,950.00	94%	\$ 1,288,007.74	10.00815	0.01000815
Non-Residential	\$ 8,272,890.00	6%	\$ 82,213.26	9.93767	0.00993767
Totals	\$ 136,968,840.00		\$ 1,370,221.00		

Alberta School Foundation Fund (ASFF)				
Assessment Class	Assessment Value	Levy Total	Mill Rate	Tax Rate
Residential & Farmland	\$ 121,972,393.89	\$ 312,249.33	2.56000	0.00256000
Non-Residential	\$ 7,840,683.39	\$ 29,480.97	3.76000	0.00376000
Totals	\$ 129,813,077.28	\$ 341,730.30		

Calgary Roman Catholic Separate School Division (CRCSSD)				
Assessment Class	Assessment Value	Levy Total	Mill Rate	Tax Rate
Residential & Farmland	\$ 6,723,556.11	\$ 17,212.30	2.56000	0.00256000
Non-Residential	\$ 432,206.61	\$ 1,625.10	3.76000	0.00376000
Totals	\$ 7,155,762.72	\$ 18,837.40		

Rocky View Seniors Foundation (RVSF)				
Assessment Class	Assessment Value	Levy Total	Mill Rate	Tax Rate
All Taxable Property	\$ 136,968,840.00	\$ 7,102.45	0.00005	0.00000005
Totals	\$ 136,968,840.00	\$ 7,102.45		

Minimum Tax

4. The minimum amount payable as property tax for general municipal purposes shall be \$500.00 per parcel.
5. Property designated as Rural Buffer shall be exempt from minimum tax and shall be subject to the assessed amount only.

Severability

6. If any provision of this Bylaw is declared invalid for any reason by a court of competent jurisdiction, all other provisions of the Bylaw will remain valid and enforceable.

Effective Date

7. *Bylaw 005:2023*, being the *2023 Tax Rate Bylaw*, is passed when it receives third reading and is signed pursuant to the *Municipal Government Act*.

READ A FIRST TIME this 15 day of May 2023.

READ A SECOND TIME this 15 day of May 2023.

UNANIMOUS CONSENT for THIRD READING given this 15 day of May 2023.

READ A THIRD TIME this 15 day of May 2023.

Jim Bryson
Mayor

Doug Hafichuk
Chief Administrative Officer

To: Mayor and Council
From: Chief Administrative Officer
Date: May 15, 2023
Purpose: Request For Decision
Subject: 2023 Master Rates Bylaw

Summary:

In providing approval for the 2023 Town Budget on May 1, 2023, Council established that utility collection rates (Water, sanitary, solid waste & recycling) should be modified to support a 100% cost-recovery model in order to prevent subsidizing those services through Property Taxes.

Background and Discussion:

At the May 1, 2023 Regular Meeting, Council approved the 2023 Town Budget.

In the associated report, it was established that key utility services were operating at a significant deficit and were therefore being subsidized by Property Taxes. Further, Administration provided recommendations to modify the underlying logic used for rate setting to better ensure that the full costs of service were understood, and that collection rates were sufficient to offset the actual costs of service delivery.

Having considered scenarios to implement cost-recovery at 80%, 90%, or 100% levels, Council ultimately decided to pursue a 100% cost-recovery model in order to minimize Property Taxes.

An updated Master Rates Bylaw has been prepared to enact the necessary rate changes, resulting in the following:

	Water Rate (m3)	Sanitary Rate (m3)	Change per Avg. Bill
Current	\$4.73	\$1.58	-
100% Recovery	\$5.09	\$3.22	\$49.63

	Solid Waste	Recycling	Change per Avg. Bill
Current	\$21.85	\$13.68	-
100% Recovery	\$32.69	\$21.79	\$18.95

Financial Implication(s):

Approving the 2023 Master Rates Bylaw, as presented, ensures that municipal utilities operate without reliance on Property Tax subsidies.

These changes have been incorporated into the 2023 Town Budget and considered in producing the 2023 Tax Rate Bylaw, and as such, do not result in any revenues or expenses that have not otherwise been considered.

Recommendation:

Administration recommends that the 2023 Master Rates Bylaw (Bylaw 006:2023) be given all three readings.

Recommendation Motion(s):

Option #1:

Motion #1: **THAT** the 2023 Master Rates Bylaw (Bylaw 006:2023) be read for a first time this 15th day of May, 2023.

AND

Motion #2: **THAT** the 2023 Master Rates Bylaw (Bylaw 006:2023) be read for a second time this 15th day of May, 2023.

AND

Motion #3: **THAT** unanimous consent be given for a third and final reading this 15th day of May, 2023

AND

Motion #4: **THAT** the 2023 Master Rates Bylaw (Bylaw 006:2023) be read for a third and final time this 15th day of May, 2023.

Option #2:

As determined by Council.

Respectfully submitted,

"Doug Hafichuk"

Chief Administrative Officer

ATTACHMENTS:

Attachment 'A' – 2023 Master Rates Bylaw (Bylaw 006:2023)

Attachment 'A'

2023 Master Rates Bylaw (Bylaw 006:2023)

BYLAW 006:2023

A bylaw of the Town of Irricana, in the Province of Alberta, for the purpose of establishing rates and fees for the provision of various municipal goods and services.

WHEREAS pursuant to the Municipal Government Act, RSA 2000, c M-26, and amendments thereto Council may fix charges for the goods and services listed in the attached schedule;

AND WHEREAS the Town of Irricana receives requests for the provision of such goods and services;

AND WHEREAS the Town of Irricana deems it desirable to request payment for the provision of such goods and services;

AND THEREFORE the Municipal Council of the Corporation of the Town of Irricana, duly assembled in Council, enacts as follows:

Title

1. This Bylaw may be cited as the “*Master Rates Bylaw*”

Definitions

2. In this bylaw, the following definitions apply:
 - a. “**Chief Administrative Officer**” means the Chief Administrative Officer of the Town of Irricana or their authorized delegate;
 - b. “**Municipal Government Act**” means the Municipal Government Act, RSA 2000, c M-26, as amended or replaced from time to time.

Effect

3. The Town of Irricana establishes the rates and fees set out in Schedule ‘A’ attached to and forming part of this Bylaw.
4. The Chief Administrative Officer may waive or excuse an individual from paying all or part of a rate or fee set out in Schedule ‘A’ of the Bylaw if, in the opinion of the Chief Administrative Officer:
 - a. Facts were not disclosed which should have been disclosed at the time the fee was considered;

- b. Extenuating circumstances warrant a waiver or excusal.

Severability

5. If any provision of this Bylaw is declared invalid for any reason by a court of competent jurisdiction, all other provisions of the Bylaw will remain valid and enforceable.

Repeal of Bylaw(s)

6. *Bylaw 004:2023*, being the *Master Rates Bylaw*, is repealed upon this Bylaw passing and coming into full force and effect.

Effective Date

7. *Bylaw 006:2023*, being the *Master Rates Bylaw*, is passed when it receives third reading and is signed pursuant to the *Municipal Government Act*.

READ A FIRST TIME this 15 day of May 2023.

READ A SECOND TIME this 15 day of May 2023.

UNANIMOUS CONSENT for THIRD READING given this 15 day of May 2023.

READ A THIRD TIME this 15 day of May 2023.

Jim Bryson
Mayor

Doug Hafichuk
Chief Administrative Officer

Master Rates Bylaw - Schedule 'A'

ADMINISTRATION and COMMON SERVICES

LABOUR and MEETINGS

Special Meeting of Council	\$	500.00	Each
Special Meeting of Committee of the Whole	\$	350.00	Each
Municipal Planning Commission (MPC) Meeting	\$	500.00	Each, Min., Actual Costs and Administrative Time
Administrative Labour Rate (General)	\$	40.00	Each, per half hour
Public Works Labour Rate (General)	\$	40.00	Each, per half hour

LICENSING FEES

Business License - Hawker/Peddler/Vendor	\$	25.00	Monthly
Business License - Non-Resident	\$	50.00	Annually
Business License - Home Occupation (Initial Application)	\$	100.00	Annually
Business License - Home Occupation (Renewal)	\$	50.00	Annually
Business License - Store Front	\$	50.00	Annually
Animal License - Dog or Cat (Altered)			
Before Jan 31 Each Year	\$	10.00	Annually
After Jan 31 Each Year	\$	20.00	Annually
Animal License - Dog or Cat (Unaltered)			
Before Jan 31 Each Year	\$	20.00	Annually
After Jan 31 Each Year	\$	40.00	Annually

DOCUMENTS and RECORDS

Town Technical Reports	\$	150.00	Each
Municipal Development Plan	\$	40.00	Each
Land Use Bylaw	\$	40.00	Each
Tax Certificate	\$	40.00	Each
Tax Search	\$	40.00	Each
Assessment Search	\$	40.00	Each
Property Compliance Stamp - Residential	\$	60.00	Each
Property Compliance Stamp - Non-Residential	\$	60.00	Each

PENALTIES, FEES, and NOTIFICATIONS

Non-Sufficient Funds (NSF)	\$	40.00	Each
Credit Card Service Fee	2%		Transaction Total (Incl. Tax)
Interest on Overdue Account Receivables	2%		Balance Owning, Monthly
Property Tax Arrears Penalty	\$	-	See Property Tax Penalty Bylaw
Utility Arrears Penalty	\$	-	See Utility Arrears Penalty Bylaw
Tax Notification Letter	\$	25.00	Each, Minimum, Actual Costs and Administrative Time
Tax Recovery Letter	\$	50.00	Each, Minimum, Actual Costs and Administrative Time
Accounts Sent to Collection	15%		Total Balance Owning

FREEDOM OF INFORMATION / ACCESS TO INFORMATION

Records Search / FOIP - Personal	\$	-	Each
Records Search / FOIP - Initial Fee	\$	25.00	Each
Records Search / FOIP - Continuing Request	\$	50.00	Each
Records Search / FOIP - Processing Costs (if Over \$150)*	\$	-	Each, Estimate to be Provided

*50% Payment Required Prior to Search

*Balance Due Upon Delivery, Actual Costs

UTILITY SERVICES		
WATER SERVICES		
Water Meter Connection	\$ 200.00	Each, Meter at Cost
Water Meter Replacement	\$ 200.00	Each, Meter at Cost
Water Service Disconnect	\$ 90.00	Each
Water Service Reconnection (700am - 300pm)	\$ 45.00	Each
Water Service Reconnection (Off Hours)	\$ 200.00	Each
CONSUMPTION CHARGES		
Water	\$ 5.09	Cubic Meter
Wastewater	\$ 3.22	Cubic Meter (Billed at 90% of Water Consumption)
Potable Water	\$ 7.25	Cubic Meter
Non-Potable Water	\$ 5.25	Cubic Meter
SOLID WASTE and RECYCLING		
Garbage Collection	\$ 32.69	Bi-Monthly
Recycling Collection	\$ 21.79	Bi-Monthly

COMMUNITY HALL		
DAY RENTALS		
General Purpose*	\$ 400.00	Per Day
Fundraisers*	\$ 200.00	Per Day
Funerals and Memorials*	\$ 200.00	Per Day
*Plus \$100 Hall Inspection / Setup Fee		
Audio / Video System (\$500 Damage Deposit Required)	\$ 100.00	Per Use
Small Upper Floor Meeting Room	\$ 100.00	Per Use
Kitchen User Fee	\$ 200.00	Per Use
20% Discount for Residents		
50% Discount for Registered Non-Profit and Local Service Groups		

CEMETERY		
PURCHASES and SERVICES		
Plot Purchase	\$ 500.00	Each
Opening and Closing - Casket	\$ 500.00	Each
Opening and Closing - Urn	\$ 250.00	Each
Weekend or Holiday Premium	\$ 250.00	Each
Perpetual Maintenance Fee - All Internments	\$ 350.00	Per Plot

PROPERTY and DEVELOPMENT		
PRE-APPLICATION CONSULTATIONS		
<i>Resident Consultation - Initial (30 Minutes)</i>	\$ -	Each
<i>Resident Consultation - Extended (30 Minutes)</i>	\$ 40.00	Each
<i>Subdivision</i>	\$ 500.00	Each, Minimum. Actual Costs and Administrative Time
<i>Redesignation</i>	\$ 500.00	Each, Minimum. Actual Costs and Administrative Time
DEVELOPMENT APPLICATIONS		
<i>Development Permit - Minor, Permitted Use</i>	\$ 40.00	Each
<i>Development Permit - Minor, Discretionary Use</i>	\$ 80.00	Each
<i>Development Permit - Intermediate, Permitted Use</i>	\$ 80.00	Each
<i>Development Permit - Intermediate, Discretionary Use</i>	\$ 120.00	Each
<i>Development Permit - Major, Permitted Use</i>	\$ 120.00	Each
<i>Development Permit - Major, Discretionary Use</i>	\$ 160.00	Each
<i>Demolition Permit</i>	\$ 120.00	Each
<i>Adjustment for Development Without Permit</i>	150%	of All Applicable Fee(s)
LAND USE		
<i>Area Structure Plan</i>	\$ 3,500.00	Each, Minimum. Actual Costs and Administrative Time
<i>Area Structure Plan - Amendment</i>	\$ 1,750.00	Each, Minimum. Actual Costs and Administrative Time
<i>Conceptual Plan</i>	\$ 2,500.00	Each, Minimum. Actual Costs and Administrative Time
<i>Conceptual Plan - Amendment</i>	\$ 1,250.00	Each, Minimum. Actual Costs and Administrative Time
<i>Amendment - Municipal Development Plan</i>	\$ 1,500.00	Each, Minimum. Actual Costs and Administrative Time
<i>Amendment - Land Use Bylaw</i>	\$ 1,750.00	Each, Minimum. Actual Costs and Administrative Time
<i>Land Use (Zoning) Confirmation</i>	\$ 40.00	Each, Minimum. Actual Costs and Administrative Time
<i>Change of Permitted Use (Same Land Use District)</i>	\$ 80.00	Each, Minimum. Actual Costs and Administrative Time
PROPERTY and DEVELOPMENT APPEALS		
<i>Appeal - Property Tax Assessment (Residential)</i>	\$ 125.00	Each
<i>Appeal - Property Tax Assessment (Non-Residential)</i>	\$ 225.00	Each
<i>Appeal - Decision of Development Authority, by Landowner</i>	\$ 300.00	Each, Minimum. Actual Costs and Administrative Time
<i>Appeal - Decision of Development Authority, by Affected Party</i>	\$ 300.00	Each, Minimum. Actual Costs and Administrative Time
<i>Appeal - Stop Work Order Issued by Development Authority</i>	\$ 300.00	Each, Minimum. Actual Costs and Administrative Time
GENERAL PROPERTY and DEVELOPMENT SERVICES		
<i>Lot Endorsement</i>	\$ 250.00	Each
<i>Discharge Caveats</i>	\$ 100.00	Each, Minimum. Actual Costs and Administrative Time
<i>Third-Party Legal or Technical Review</i>	\$ 500.00	Each, Minimum. Actual Costs and Administrative Time
<i>Compliance Review - Initial</i>	\$ -	Each, Per Permit
<i>Compliance Review - Additional</i>	\$ 80.00	Each, Per Permit
PERFORMANCE SECURITIES		
<i>Security - Minor, Permitted Use</i>	\$ -	Each, Per Permit
<i>Security - Minor, Discretionary Use</i>	\$ -	Each, Per Permit
<i>Security - Intermediate, Permitted Use</i>	\$ 750.00	Each, Per Permit
<i>Security - Intermediate, Discretionary Use</i>	\$ 750.00	Each, Per Permit
<i>Security - Major, Permitted Use</i>	\$ 1,500.00	Each, Per Permit
<i>Security - Major, Discretionary Use</i>	\$ 1,500.00	Each, Per Permit
<i>Security - Discretionary</i>	15%	TIC, As Determined by Development Authority

Item J1

Motion Tracker for May 15, 2023

Motion Tracker

Motion #	Description	Action Required	Motion Date	Public / In Camera	Due Date	Status	Comments	Last Update
211:22	AG Society Founders Park Lease	to direct Administration to negotiate with the Irricana AG Society for the renewal of leases for Founders Park and the Rec Centre.	21-Nov-22	Public		In Progress	DH: Discussions complete, awaiting final agreement.	15-May-23

Item J2

Letter from Environment Canada



Environment and
Climate Change Canada

Environnement et
Changement climatique Canada



ENFORCEMENT
BRANCH

Environmental Enforcement

DIRECTION GÉNÉRALE DE
L'APPLICATION DE LA LOI

Application de la loi en environnement

WRITTEN WARNING
FISHERIES ACT
WASTEWATER SYSTEMS EFFLUENT REGULATIONS

File: 8422-2022-10-12-0989
PROTECTED B ENFORCEMENT

March 01, 2023

Transmitted by email with delivery and read receipt.

The purpose of this warning is to inform:

Town of Irricana
c/o Doug Hafichuk
Chief Administrative Officer
222 – 2nd Street
P.O. Box 100
Irricana, Alberta T0M 1B0

Via email: dhafichuk@irricana.com

That information obtained on or after January 14, 2022, by the undersigned fishery officer designated by the Minister of Environment and Climate Change under the *Fisheries Act* [the Act], gives me reasonable grounds to believe that the **Town of Irricana** was in contravention of subsection 19(1) of the *Wastewater Systems Effluent Regulations* [the Regulations], made pursuant to the Act, thereby committing an offence under subsection 40(3) of the Act.

ALLEGED FACTS

As a result of information collected, I, the undersigned fishery officer determined the following alleged facts:

The **Town of Irricana** owns and operates a wastewater treatment system located at or near Irricana, Alberta.

The effluent from the **Town of Irricana** wastewater treatment system is deposited, via its final discharge point, in water or a place referred to in subsection 36(3) of the Act, namely Crossfield Creek.

Using the Fish and Wildlife Internet Mapping Tool (FWIMT), the undersigned fishery officer believes that the following species of fish are present in Crossfield Creek: Brook Stickleback, Flathead Minnow, and White Sucker.

Canada

The **Town of Irricana** wastewater treatment system collected an average daily volume of 100 m³ or more of influent during the 2013-2022 calendar years.

Subsection 19(1) of the Regulations requires the owner or operator of an intermittent wastewater system, that has an average daily discharge of less than or equal to 17,500 m³, to submit to the authorization officer an annual monitoring report by February 14 for the previous calendar year.

On February 07, 2023, the **Town of Irricana** submitted the annual monitoring report for their wastewater treatment system to the authorization officer that was due on February 14, 2020; the annual monitoring report for 2019 was 1088 days late.

The Town of Irricana failed to submit an annual monitoring report within 45 days after the end of the period for the 2019 calendar year, which constitutes alleged violations under subsection 19(1) of the Regulations.

THE LAW

Wastewater Systems Effluent Regulations

Application

- 2(1) These Regulations apply in respect of a wastewater system that, when it deposits effluent via its final discharge point, deposits a deleterious substance prescribed in section 5 in water or a place referred to in subsection 36(3) of the Act and that
- (a) is designed to collect an average daily volume of 100 m³ or more of influent; or
 - (b) during any calendar year, collects an average daily volume of 100 m³ or more of influent.

Types of wastewater systems

- 3 For the purpose of these Regulations, there are two types of wastewater systems, as follows:
- (a) an intermittent wastewater system, namely, one with a hydraulic retention time of at least 90 days that deposits effluent via its final discharge point during at most four periods per calendar year, each of which is separated from every other period by at least seven clear days during which no deposit occurs; and

Conditions

- 6(7) The authorization granted to an owner or operator under subsection (1) is conditional on the owner or operator
- [...]
- (d) monitoring effluent in accordance with sections 10 and 11 and sending a monitoring report in accordance with section 19;

Period

- 19(2) For the purpose of subsection (1), the period is
- (a) a calendar year, if the wastewater system deposited an average daily volume of effluent via the final discharge point during the previous calendar year in respect of that calendar year of
 - (i) less than or equal to 17 500 m³, for an intermittent wastewater system, or

Fisheries Act

Application of Act to Her Majesty

3(2) The Act is binding on Her Majesty in right of Canada or a province.

Deposit of Deleterious Substance Prohibited

36(3) Subject to subsection (4), no person shall deposit or permit the deposit of a deleterious substance of any type in water frequented by fish or in any place under any conditions where the deleterious substance or any other deleterious substance that results from the deposit of the deleterious substance may enter any such water.

Deposits authorized by regulation

36(4) No person contravenes subsection (3) by depositing or permitting the deposit in any water or place of

[...]

(b) a deleterious substance of a class and under conditions — which may include conditions with respect to quantity or concentration — authorized under regulations made under subsection (5) applicable to that water or place or to any work or undertaking or class of works or undertakings; or

Other offences

40(3) Every person who

(a) in carrying on a work, undertaking or activity, fails to comply with a prescribed condition referred to in paragraph 34.4(2)(a) or 35(2)(a), with a condition set out in an authorization or a permit, as the case may be, issued under paragraph 34.4(2)(b) or (c) or 35(2)(b) or (c) or subsection 35.1(3) or 35.2(7), or with a condition imposed by regulations made under subsection 36(5) or (5.2),

[...]

is guilty of an offence punishable on summary conviction and liable, for a first offence, to a fine not exceeding two hundred thousand dollars and, for any subsequent offence, to a fine not exceeding two hundred thousand dollars or to imprisonment for a term not exceeding six months, or to both.

Continuing Offence

78.1 Where any contravention of this Act or the regulations is committed or continued on more than one day, it constitutes a separate offence for each day on which the contravention is committed or continued.

Offences by corporate officers, etc.

78.2 Where a corporation commits an offence under this Act, any officer, director or agent of the corporation who directed, authorized, assented to, acquiesced in or participated in the commission of the offence is a party to and guilty of the offence and is liable on conviction to the punishment provided for the offence, whether or not the corporation has been prosecuted.

Offences by employers

78.3 In any prosecution for an offence under this Act, it is sufficient proof of the offence to establish that it was committed by an employee or agent of the accused, whether or not the employee or agent is identified or has been prosecuted for the offence, unless the accused establishes that the offence was committed without the knowledge or consent of the accused.

CONCLUSION

This warning alleges a contravention of subsection 19(1) the *Wastewater Systems Effluent Regulations*. It is intended to bring this matter to your attention in order for you to take the necessary corrective action to ensure compliance with the *Fisheries Act*, or in order for you to exercise due diligence in the future. This document is not a finding of guilt or civil liability and is not an administrative adjudication.

This warning and the circumstances to which it refers will form part of Environment and Climate Change Canada's records of the **Town of Irricana** and will be taken into account in future responses to alleged violations and for internal purposes such as setting the frequency of inspections. Environment and Climate Change Canada will consider taking further action if you do not take all necessary corrective steps to comply or if you do not exercise due diligence in the future.

This warning is issued in accordance with the Compliance and Enforcement Policy for the Habitat Protection and Pollution Prevention Provisions of the *Fisheries Act*. The complete text of this policy is available on Environment and Climate Change Canada's website:

<https://www.canada.ca/en/environment-climate-change/services/environmental-enforcement.html>

The complete text of the *Fisheries Act* and/or its regulations is available on the Department of Justice website: <http://laws-lois.justice.gc.ca/eng/acts/F-14/>

For more information, or to respond to the alleged facts contained in this warning, please call or write the undersigned. Your comments will be considered, and where appropriate, a response provided. Any comments you make, as well as Environment and Climate Change Canada's response, will be maintained on file with this warning in Environment and Climate Change Canada's records.



Jessica Dillon
Fishery Officer
Alberta South District
Prairie and Northern Region
#854, 220 4th Ave SE, Calgary, Alberta
T2G 4X3

Environmental Enforcement Directorate
Enforcement Branch
Environment and Climate Change Canada

CC'd Via Email: Donavin Palardy, Public Works Forman
Town of Irricana
dpalardy@irricana.com

Item J3

Invitation, Meadowlark Trail Grand Opening



May 5, 2023

Jim Bryson
Mayor, Town of Irricana
P.O Box 100
222 - 2nd Street
Irricana, AB T0M 1B0

Dear Mayor Bryson,

Re: Meadowlark Trail Opening, June 4, 2023

On behalf of Alberta TrailNet Society and Meadowlark Trail Society, I'd like to invite yourself, Council and staff to attend the dedication and opening of the Meadowlark Trail, a celebration of the completion of this unique trail.

The Meadowlark Trail connects the two southern Alberta rural communities of Beiseker and Irricana and is part of the Trans Canada Trail. The trail is located on a donated former CP rail right of way now owned by Alberta TrailNet Society.

The project was made possible through funding support provided by Prairies Economic Development Canada, Alberta Culture (previously AB Culture and Tourism), Trans Canada Trail, Alberta TrailNet Society, and the Irricana Lions Club and other trail donors. The trail has been developed through the leadership and collaborative efforts of Alberta TrailNet Society (Alberta's provincial trail council) working in partnership with the Meadowlark Trail Society and Irricana Lions Club, with input and support from the local municipalities, businesses and residents.

Details for the event:

When: Sunday, June 4, 11:00 am

Where: Irricana, AB, Trail staging area: Trail opening and Ribbon Cutting (see map). Will follow the pancake breakfast at 10:00 AM

When: Sunday, June 4, 2023, 1:00 pm

Where: Beiseker, AB, Trail Staging Area: Trail opening and Ribbon Cutting (see map)

We very much appreciate the Town of Irricana's support of this project and would be honoured to have you attend and speak at opening and ribbon cutting event in Irricana.

PROMOTING A TRAIL NETWORK, INCLUDING THE TRANS CANADA TRAIL, CONNECTING ALL ALBERTANS

We are looking forward to sharing the trail and the work that has been done with the public who will be invited to walk or ride the trail to the Beiseker opening ceremony in early afternoon. We hope you may have time for a trip along the trail to see the result of the efforts that have gone into its development.

For further information and to confirm your attendance, please contact Alberta TrailNet at 780 422 7150 (toll free: 1 877 987 2457) (atnadmin@telus.net). We look forward to hearing from you.

Sincerely

A handwritten signature in cursive script, appearing to read "C Nelson".

Christine Nelson
President, Alberta TrailNet Society

Cc: CAO Doug Hafichuk; Linda Strong-Watson, Executive Director, Alberta TrailNet Society