

AGENDA

REGULAR COUNCIL MEETING OF THE VILLAGE OF LONGVIEW
In the Province of Alberta, held on Tuesday October 17, 2023
In Longview Council Chambers at 6:00 p.m.

1.0 CALL TO ORDER

2.0 AGENDA

3.0 DELEGATION

3.1 Ivor McCorquindale – Community Hall usage, insurance requirements.

4.0 CORRESPONDENCE FROM RESIDENTS

Correspondence to Council may be published in the agenda package. The correspondence may have the name of the person(s) that send the correspondence, as well as the comments and opinions of the submitter included for public interest.

5.0 MINUTES

5.1 Minutes of the Special Council meeting October 3, 2023.

6.0 ACTION ITEM LIST

6.1 CAO Report of Action items.

7.0 REPORTS

- 7.1 CAO Report, to October 12, 2023.
- 7.2 September 2023 Public Works Report.
- 7.3 September 2023 PO Report.
- 7.4 Council Reports, September 2023.

8.0 FINANCIAL REPORTING

- 8.1 September 2023 Bank Reconciliation.
- 8.2 September 2023 Accounts Payable Cheque Register.
- 8.3 September 2023 YTD Budget to Actual Revenue and Expenses.

9.0 QUESTION PERIOD

An opportunity for the public to ask a question about something on the current agenda.

10.0 BYLAWS

- 10.1 Bylaw 468-23 Fees and Fines 2023 – three readings.
- 10.2 Animal Control Bylaw – proposed draft Chicken control subsection.

11.0 BUSINESS

- 11.1 Advise - Community Hall policy final is now on file with Village Admin.
- 11.2 Advise - Cookhouse draft policy for presentation to Recreation Board.

12.0 CORRESPONDENCE from STAKEHOLDERS and CAO supplementary information

- 12.1 Fortis – advise no Franchise Fee change.
- 12.2 Highwood Flood Study notice of opportunity for inputs.

13.0 ADJOURNMENT



Longview and Area Seniors' Club

P O Box 172, Longview, AB, T0L 1H0
(587) 226-8118, (403) 558-3600, (403) 601-7456
longviewseniors@gmail.com

4th OCTOBER 2023

MR. R. TUTSCHEK
C.A.O.
THE VILLAGE OF LONEVIEW
BOX 147, LONEVIEW,
AB T0L1H0

DEAR ROY:

RE: DELEGATION REQUEST.

I HEREBY REQUEST TO BE PLACED AS A DELEGATION
AT THE VILLAGE OF LONEVIEW COUNCIL MEETING TO BE
HELD ON TUESDAY 17th OCTOBER 2023.

I WISH TO ADDRESS THE ISSUE SURROUNDING THE
PROPOSAL TO REQUIRE THOSE USING THE COMMUNITY HALL
TO HOLD INSURANCE COVERAGE IN THE AMOUNT OF
\$2 MILLION.

THERE IS NO DOUBT THAT THIS WILL RESULT IN SEVERAL
OF OUR PRESENT ORGANIZATION DELIVERING VARIOUS
PROGRAMS TO CEASE OPERATIONS DUE TO LACK OF
FINANCIAL RESTRAINTS.

PLEASE CONFIRM MY ATTENDANCE AT THE MEETING

YOURS TRULY

Jim McQuinn



MINUTES OF THE SPECIAL MEETING
OF THE COUNCIL OF THE VILLAGE OF LONGVIEW
In the Province of Alberta, held on Tuesday, October 3, 2023
Held in Longview Council Chambers at 5:30 p.m.

PRESENT

Mayor Klassen
Deputy Mayor Lyons
Councillor Penner

Chief Administrative Officer Roy Tutschek

PUBLIC IN ATTENDANCE

no public in attendance.

CALL TO ORDER

Mayor Klassen called the Meeting to order at **5:30 p.m.**

AGENDA

Resolution **164-23**

MOVED by **Councillor Penner** that the agenda be accepted as presented.

CARRIED

DELEGATIONS

None.

MINUTES OF PREVIOUS MEETINGS

Resolution 165-23

MOVED by **Mayor Klassen** that the Minutes of the Regular Council Meeting September 19, 2023 be accepted as presented.

CARRIED

BYLAWS

**10.1 Bylaw 413-18
Waste Bylaw.**

Resolution 166-23

MOVED by **Councillor Penner** that there will be no change to Waste Bylaw 413-18. Admin to put Bear awareness/safety information on the website, facebook, digital sign, bulletin board. Investigate participating in the Bearsmart Community Program. Consider encouraging a community effort like Snow Angels, to help elderly residents take fruit down from trees.

NEW BUSINESS

11.1 Cookhouse Policy Draft.

Council discussed the Cookhouse policy. The latest draft will be presented to all of the Recreation Board members by way of email from the Village Deputy Mayor, with request for all Recreation Board members to have in person follow up meeting with the Village Council.

11.2 Electron Controller, move to inside cookhouse.

Resolution 167-23

MOVED by Deputy Mayor Lyons that Light Up Longview is approved to install the electron controller inside the campground cookhouse. All installation costs to be covered by Light Up Longview. **CARRIED**

ADJOURNMENT

Resolution 168-23

MOVED by Councilor Penner to adjourn the meeting at 7:10 p.m. **CARRIED**

Mayor

CAO

NO	ACTION DESCRIPTION	OWNER	DATE ASSIGNED	DATE DUE	STATUS
1	Annexation lagoon quarter	CAO/Council	February 15, 2022	Ongoing	CAO discussed next steps with Land and Property Rights Tribunal. First step in process planned to start last week of October 2023.
2	Meet with Road Closure impacted businesses	Council and CAO	December 6, 2022	Q1 2024	Joint proposal from a few of the businesses expected in November 2023. CAO plans to work one on one with each business in November 2023 towards completing the ROW development process, whatever that will best be for all stakeholders involved.
3	Revisit Village website, revise, update	CAO	February 1, 2023	Q2 2024	In October 2023, CAO has confirmed Domain Name payment for 5 more years and next year's hosting.
4	Village of Longview, Recreation Board Bylaws	Council	January 1, 2023	31-Dec-23	Latest draft of Recreation Board Bylaws sent to Recreation Board in October 2023.

5	River Bank Erosion	CAO	May 1, 2023	Ongoing	October 5, 2023, CAO requested the MLA to follow up request for another river bank erosion Environmental Assessment.
6	Update/Amend Land Use Bylaw	CAO	July 15, 2023	15-Jan-24	CAO planning to start update of Land Use Bylaw in January 2024.



VILLAGE OF LONGVIEW
CAO REPORT TO COUNCIL

TO: Council
FROM: Roy Tutschek
SUBJECT: CAO Report
DATE: October 17, 2023

1. Development Permits.
2. Alberta Municipal Convention.
3. Information Booth at campground now closed. Working on simple servicing of remaining campers.
4. Received 15 new meters. Installation planned.
5. Participated in LNYDs September 30, 2023 event.
6. Following up on Grazing Lease.
7. Bear issues have subsided.
8. New Mural in progress.

Sept 1
Daily routine, Garbage pick-up, Pick-up fuel and supplies in HR.

Sept 4
STAT

Sept 5
Daily routine, Pick-up garbage at info center and campground and green space, weed whip and cut grass.

Sept 6
Daily routine, Check lagoon quarter, Admin.

Sept 7
Daily routine, Pick-up garbage on Morrison Rd and Kee Dr, Cut grass, Check over truck and dump trailer.

Sept 8
Daily routine, Garbage Pick-up, Pick-up fuel and supplies in HR.

Sept 11
Daily routine, Pick-up garbage at Info center and campground, Meet with FHC at SLS for UPS Fault alarm, Pick-up supplies in OK, Admin.

Sept 12
Daily routine, Admin, Pick-up parts in Calgary and fix UPS system at SLS.

Sept 13
Daily routine, Pick-up supplies in OK and Unplug to light at info center.

Sept 14
Daily routine, Cut grass, Check over truck and dump trailer.

Sept 15
Daily routine, Garbage Pick-up, Pick-up fuel and supplies in HR.

Dodge 10 km

Ford 524 KM

Kubota 2 Hrs

JD 1 hr

*Austin
Cammarti*

Grocery List

Sept 11-30

<input checked="" type="checkbox"/>	milk	
<input type="checkbox"/>	Dodge	230853 973
<input type="checkbox"/>	Ford	136471 136995
<input type="checkbox"/>	Kub	5131 5133
<input type="checkbox"/>	JD	1870 71
<input type="checkbox"/>	skd	46508



# Shifts	Total # hours	# Tickets Issued	Total Amount of Tickets Issued	Village of Longview 60% Revenue portion	Ticket category											CPO Monthly Invoice Total	
					1	2	3	4	5	6	7	8	9	10	11		
14	56	23	\$6,111.00	\$3,666.60	20	0	1	2	0	0	0	0	0	0	0	0	\$3,976.00
15	60	24	\$10,089.00	\$6,053.40	18	0	3	2	2	1	0	0	0	0	0	0	\$4,260.00
19	76	26	\$7,927.00	\$4,756.20	15	0	1	10	3	0	0	1	1	1	1	1	\$5,396.00
29	64	19	\$5,554.00	\$3,332.40	10	1	3	5	1	0	0	0	0	0	0	0	\$4,544.00
28	74	38	\$11,373.00	\$6,823.80	23	1	1	11	2	0	2	0	0	0	0	0	\$5,254.00
28	70	17	\$5,361.00	\$3,216.60	9	0	6	1	1	0	0	0	0	0	0	1	\$4,970.00
25	68	37	\$11,356.00	\$6,813.60	23	0	7	4	1	0	0	2	0	0	0	0	\$4,828.00
22	66	24	\$9,782.00	\$5,869.20	11	0	7	4	2	1	0	0	1	0	0	0	\$4,686.00
23	72	38	\$9,997.00	\$5,998.20	24	0	6	5	0	0	2	0	0	0	0	1	\$5,112.00
203	606	246	\$77,550.00	\$46,530.00	153	2	35	44	12	2	4	3	2	1	3	\$43,026.00	

- 115 (2) (P) Speeding
- 115.1 (1) (B) Cellphone while operating
- 52(1) (A) Operate/Drive MV W/O registration
- 57 Fail To Obey Traffic Control Device
- Mandatory Court Summons
- 54 (1) (A) No Insurance
- Other
- 53 (1) (A) Improper Display of Plate
- 15 (A) (A) Cross Double Line
- 53 (1) (B) Improper Use Plate
- 51 (A) Operate MV W/O Licence

Village of longview Net Profit	Highest Recorded Speed
-\$309.40	98Km/hr 50km Zone
\$1,793.40	107Km/hr 50km Zone
-\$639.80	92Km/hr 30km Zone
-\$1,211.60	131km/hr 50km Zone
\$1,569.80	137km/hr 50km Zone
-\$1,753.40	100km/hr 50km Zone
\$1,985.60	105km/hr 50km Zone
\$1,183.20	125km/hr 70km Zone
\$886.20	120km/hr 70km Zone
\$3,504.00	

**VILLAGE OF LONGVIEW
BANK RECONCILIATION
September 30, 2023**

General Ledger ATB

Balance at	General account	\$1,381,267.74	
	RecBoard account	\$36,998.03	
	Light Up account	\$6,972.82	
	Memorial Garden account	\$6,820.58	
	Total Bank in GL		\$1,432,059.17
	charges outstanding in GL	\$0.00	
	deposit outstanding in GL	\$ 311.35	\$ 311.35
Adjusted Balance	September 30, 2023		<u>\$1,432,370.52</u>

ATB General Bank Account

Balance	September 30, 2023		<u>\$1,459,852.77</u>
Less:	Outstanding Cheques	(\$29,095.32)	
Plus:	Outstanding Deposit in Bank	\$1,613.07	
			(\$27,482.25)
Balance at	September 30, 2023		<u>\$1,432,370.52</u>
difference			\$0.00

	Total on Deposit		<u>\$1,432,370.52</u>
Less:	MSI Grant	\$109,642.61	
	CCBF Grant (FGTF)	\$1,301.00	

			bill credits	
1. see below	Solar Project - Net Zero	(\$64,359.99)	\$31,644.14	2023
			\$47,787.34	2022
	Campground Servicing Extras	\$0.00		
2. see below	Reserves	\$709,709.70		
	held for rec board	\$36,998.03		
	held for lightup	\$6,972.82		
	held for memorial garden	\$6,820.58		
	Restricted Funds		<u>\$807,084.75</u>	
	Balance for Operations		<u>\$625,285.77</u>	

- 1 Non grant portion of net zero project will be recouped over time with generation credits on our electrical bill. The total non grant portion was \$143,791.47
- 2 reserves include \$1487 FCSS surplus recovery



Village of Longview

Cheque Listing For Council

Cheque					Invoice	Cheque
Cheque #	Date	Vendor Name	Invoice #	Invoice Description	Amount	Amount
239	2023-09-07	ABC Waste Potties Ltd.	34279 34719	PAYMENT PORTA POTTY IN PARK PORTA POTTY IN PARK	183.75 183.75	367.50
240	2023-09-07	ACE, Alberta Co-Operative Energy	155615	PAYMENT RE STATEMENT AUG 29	4,780.56	4,780.56
241	2023-09-07	AMSC Insurance Services Ltd.	1830-2023-09	PAYMENT SEPT BENEFITS	1,144.34	1,144.34
242	2023-09-07	Contain-A-Way Services	281156	PAYMENT AUG GARBAGE	200.78	200.78
243	2023-09-07	Eastlink	20531071	PAYMENT RE SEPT 3 SSTATEMENT	114.40	114.40
244	2023-09-07	FCSS Association of Alberta	1800	PAYMENT SEPT 1 TO AUG 31, 2024 FEES	114.00	114.00
246	2023-09-07	Wagenaar, John	20230907	PAYMENT CHRISTMAS LIGHTS	300.00	300.00
247	2023-09-12	ATB Financial Mastercard	20230907	PAYMENT RE SEPT 7 STATEMENT	1,319.64	1,319.64
248	2023-09-12	Caumartin, Justin	20230915	PAYMENT RE SEPT 15 VOUCHER	65.00	65.00
249	2023-09-12	Eastlink	20568954	PAYMENT RE SEPT 10 STATEMENT	167.95	167.95
250	2023-09-12	Folkard, June	20230915	PAYMENT RE SEPT 15 VOUCHER	65.00	65.00
251	2023-09-12	Foothills Regional Service Commission	00030711	PAYMENT AUGUST GARBAGE	440.00	440.00
252	2023-09-12	Majchrowski, Nicki	20230915	PAYMENT RE SEPT 15 VOUCHER	650.00	650.00
253	2023-09-27	Accu-Flo Meter Service Ltd.	110416	PAYMENT 15 WATER METERS	9,355.50	9,355.50
254	2023-09-27	Alberta Municipal Services Corporation	23-1049802	PAYMENT RE SEPT 8 STATEMENT	412.62	412.62
255	2023-09-27	Christ the Redeemer Catholic School Division	00266 00286	PAYMENT 1/3 Q3 REQUISITION 2/3 Q3 REQUISITION	291.95 583.89	875.84
256	2023-09-27	E.S.Williams & Associates Inc.	295843	PAYMENT RE JUNE COMPUTER ISSUES	77.96	77.96
257	2023-09-27	Longview Fas Gas	20230813	PAYMENT AUGUST FUEL	16.78	16.78
258	2023-09-27	Longview Library	20230921	PAYMENT VILLAGE DONATION TO LIBRARY	2,000.00	2,000.00
259	2023-09-27	Matrix Solutions Inc.	285643	PAYMENT AUGUST WATER TESTING	687.75	687.75
260	2023-09-27	Nucleus	209727	PAYMENT HOSTING SEPT 23 - SEPT 24	141.75	141.75
261	2023-09-27	Telus Communications	20230920	PAYMENT RE SEPT 20 STATEMENT	281.62	281.62
262	2023-09-27	Town of Diamond Valley	2023832	PAYMENT AUGUST PEACE OFFICER	4,686.00	4,686.00
263	2023-09-27	Tutschek, Roy	20230931	PAYMENT MILEAGE TO EDMONTON	360.00	360.00



Village of Longview

Cheque Listing For Council

2023-Oct-11
2:44:45PM

Cheque					Invoice	Cheque
Cheque #	Date	Vendor Name	Invoice #	Invoice Description	Amount	Amount
264	2023-09-27	WJW Mechanical Ltd.	529	PAYMENT WINTERIZE SPRINKLER SYSTEM	525.00	525.00
265	2023-09-28	Aaron Drilling Inc.	2563-A	PAYMENT SOURCE WELL PUMP SERVICIN	9,371.25	9,371.25

Total 38,521.24

*** End of Report ***



Village of Longview

YTD Council Summary September

General Ledger	Description	2022 YTD Actual	September 2023 Actual	2023 YTD Actual	2023 Budget	2023 Budget Remaining \$	2023 Budget Remaining %
TOTAL General Revenue		(587,706.61)	(18,252.88)	(642,620.57)	(676,158.00)	(33,537.43)	4.96
TOTAL Legislative Revenue		(1,383.68)	0.00	(6,000.00)	0.00	6,000.00	0.00
TOTAL Administrative Revenue		(28,941.90)	(5,958.38)	(49,234.86)	(45,700.00)	3,534.86	(7.73)
TOTAL Protective Services Reve		(20,421.00)	(2,383.00)	(25,431.92)	(36,700.00)	(11,268.08)	30.70
TOTAL Emergency Services Reven		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Public Works Revenue		(450.00)	0.00	0.00	(525.00)	(525.00)	100.00
TOTAL Roads & Street Lights Re		(12,448.06)	(3,366.37)	(13,376.74)	(20,100.00)	(6,723.26)	33.45
TOTAL Water Services Revenue		(82,133.73)	(19,249.81)	(171,514.39)	(177,455.00)	(5,940.61)	3.35
TOTAL Wastewater Services Reve		(72,390.22)	(10,540.14)	(75,212.19)	(83,000.00)	(7,787.81)	9.38
TOTAL Solid Waste Services Rev		(12,998.54)	(3,324.97)	(16,962.90)	(19,900.00)	(2,937.10)	14.76
TOTAL FCSS Revenue		(191.00)	0.00	(9,511.88)	(13,728.00)	(4,216.12)	30.71
TOTAL Plan & Dev Revenue		(19,564.40)	(3,635.00)	(12,167.20)	(14,000.00)	(1,832.80)	13.09
TOTAL Parks / Rec Revenue		0.00	0.00	0.00	(105.00)	(105.00)	100.00
TOTAL Camp Info Centre Revenue		(2,738.21)	(13,520.75)	(54,293.45)	(56,725.00)	(2,431.55)	4.29
TOTAL Community Hall Revenue		(6,949.75)	(315.00)	(415.00)	(19,074.00)	(18,659.00)	97.82
TOTAL REVENUE		(848,317.10)	(80,546.30)	(1,076,741.10)	(1,163,170.00)	(86,428.90)	7.43
TOTAL Rec Board Revenue		0.00	0.00	(12,500.00)	(12,500.00)	0.00	0.00
TOTAL Solar Revenue		(29,665.93)	(6,268.48)	(31,644.14)	(47,750.00)	(16,105.86)	33.73
TOTAL SUB-ACCOUNTS REVENUE		(29,665.93)	(6,268.48)	(44,144.14)	(60,250.00)	(16,105.86)	26.73



Village of Longview

YTD Council Summary September

General Ledger	Description	2022 YTD Actual	September 2023 Actual	2023 YTD Actual	2023 Budget	2023 Budget Remaining \$	2023 Budget Remaining %
TOTAL General Expenses		89,855.40	36,779.54	130,918.10	178,291.00	47,372.90	26.57
TOTAL Legislative Expenses		14,358.95	2,706.13	22,701.20	27,880.00	5,178.80	18.58
TOTAL Administration Expenses		184,288.41	18,896.36	219,487.05	299,215.00	79,727.95	26.65
TOTAL Protective Services Expen		23,390.48	4,686.00	37,914.00	55,000.00	17,086.00	31.07
TOTAL Emergency Services Expen		6,146.33	0.00	5,837.12	12,600.00	6,762.88	53.67
TOTAL Public Works Expenses		68,434.62	6,660.86	70,459.57	103,400.00	32,940.43	31.86
TOTAL Roads & Street Lights Ex		12,410.65	1,663.81	13,368.92	20,700.00	7,331.08	35.42
TOTAL Water Services Expenses		101,662.78	10,988.97	138,144.75	245,802.00	107,657.25	43.80
TOTAL Wastewater Services Expe		57,979.10	677.31	81,509.93	108,800.00	27,290.07	25.08
TOTAL Solid Waste Expenses		4,633.54	631.22	4,882.76	8,200.00	3,317.24	40.45
TOTAL FCSS Expenses		3,030.82	114.00	12,395.80	13,728.00	1,332.20	9.70
TOTAL Planning and Development		19,171.16	0.00	1,415.72	13,525.00	12,109.28	89.53
TOTAL Parks / Rec Expense		638.29	94.61	706.10	2,100.00	1,393.90	66.38
TOTAL Campground Info Centre E		19,881.94	7,895.99	35,642.21	36,511.00	868.79	2.38
TOTAL Community Hall Expenses		13,679.71	1,035.79	24,466.91	24,525.00	58.09	0.24
TOTAL Library Expenses		6,076.38	2,445.25	6,642.66	8,394.00	1,751.34	20.86
TOTAL EXPENSES		625,638.56	95,275.84	806,492.80	1,158,671.00	352,178.20	30.40
P NET DEFICIT (Surplus)		(252,344.47)	8,461.06	(314,392.44)	(64,749.00)	249,643.44	(385.56)
TOTAL Rec Board Expenses		6,218.32	350.00	13,869.61	13,444.00	(425.61)	(3.17)
TOTAL Solar Project		117.53	0.00	0.00	0.00	0.00	0.00
NET SURPLUS (Deficit) SUB-ACCO		6,335.85	350.00	13,869.61	13,444.00	(425.61)	(3.17)

*** End of Report ***

**BYLAW 453-22
2023 FEES and FINES BYLAW**

A BYLAW OF THE VILLAGE OF LONGVIEW IN THE PROVINCE OF ALBERTA TO ESTABLISH THE FEES AND FINES FOR VARIOUS BYLAWS.

WHEREAS pursuant to the Municipal Government Act, R.S.A. 2000, Chapter M-26, and amendments thereto, providing for the establishment of Rates and Fees for Goods and Services as Delivered in the Municipality; and

WHEREAS it is desirable to have such Rates and Fees be included in one Bylaw for benefit of amendment on an annual basis and/or as required;

NOW THEREFORE, the Council of the Village of Longview, in the Province of Alberta, establishes the following rates and fees for goods and services as delivered in the Municipality and, enacts as follows:

TITLE AND PURPOSE

- 1) This Bylaw may be cited as "Fees and Fines Bylaw"

REVOKE PREVIOUS RATES AND FEES

- 2) All previous rates for Goods and Services as Delivered to the Municipality and as noted in this bylaw will be revoked and replaced by the following rates for Goods and Services in Schedule "A" attached.
- 3) All previous rates for Goods and Services as Delivered to the Municipality and NOT noted in this bylaw, shall be deemed not changed or adjusted by Council and shall remain intact for those Good and Services as Delivered to the Municipality.
- 4) In October of each year, Council shall review and amend the various Rates and Fees levied for Goods and Services delivered to the Municipality, and shall maintain these various Rates and Fees in Schedule "A" attached.

REVOKE FEES SCHEDULES A to H IN HIGHWAY BYLAW 148-83

- 5) Revoke Schedules A to H and any fees mention in the Highways Bylaw 148 from 1983 and replaced by the following rates for Goods and Services in Schedule "A" attached.

EFFECT

- 6) This bylaw shall come into force and effect on the third and final reading.

READ A FIRST AND SECOND TIME this 6th day of September 2022 A.D.

UPON MOTION DULY MADE AND UNANIMOUSLY CARRIED, Council of the Village of Longview will proceed to 3rd Reading

UPON MOTION DULY MADE AND CARRIED, READ a third time this 6th day of September 2022


Mayor


Chief Administrative Officer

Schedule "A"
RATES AND FEES SCHEDULE

ASSESSMENT AND TAXATION

Assessment and Review Board:
 Assessment Complaint Filing Fee \$ 50

Tax Information:
 Tax Certificate \$ 50

ADMINISTRATIVE SERVICES

Photocopying.....\$0.25 /page
 Colour Copies.....\$0.50 /page
 Faxing.....\$1.00 /page

TENT RENTALS

Ratepayer Rental \$100 day

BUSINESS LICENSES:

Home Occupation – without employees.....	\$25
Home Occupation – with employees.....	\$50
Commercial.....	Ratepayer Non-Ratepayer
Annual.....	\$100 \$200
Half year after June 30.....	\$50 \$100
Monthly.....	\$75
Vendor or temporary (1 week).....	\$25
Contractors Site License:.....	\$750
(includes all sub-trades/ subcontractors on job site)	
Business license to cover supplier and contractors.....	\$500
Market.....	\$75
Fine for Operating without a Business License	not less than \$50 not more than \$500
Late Penalty (4 weeks).....	50% of renewal fee
Late Penalty (8 weeks).....	(50% + 50%) 100% of renewal fee

DOG LICENSING

Each Dog / Residence Neutered/Spayed up to 3 dogs.....	Prior to Jan 31	After Jan 31
Unneutered/UnSpayed.....	\$ 20	\$40
	\$ 40	\$80

UTILITY CHARGES

Metered Water Service Rates

The following water service charge shall be levied and collected bi-monthly from all residences, commercial and industrial buildings, community service enterprises, schools or any other building connected to the Village of Longview water works system:

Fixed Charge:	.....	\$79.25, plus
Usage Rate 20.01 to 40 m ³:	.....	\$1.30/ m ³
Usage Rate 40.01 to 60 m ³:	.....	\$1.43/ m ³
Usage Rate 60.01 to 80 m ³:	.....	\$1.52/ m ³
Usage Rate 80.01 to 100 m ³:	.....	\$1.63/ m ³
Any amount greater than 100 m ³:	.....	\$1.74/ m ³
Replacement of Water Meter (damaged by occupant)	.....	\$600.00
Refusal to install or replace water meter will result in a billing of 3x the fixed rate charge until meter is replaced.	.....	Bylaw 431-20 Water Meter Installation

Sewer Service Rates

The following sewer service charge shall be levied and collected bi-monthly from all residences, commercial and industrial buildings, schools or any other building connected to the Village of Longview sewer system:

Fixed Charge: up to 20 m ³ Residential	.....	\$15.25, plus
Fixed Charge: up to 20 m ³ Commercial	.....	\$17.25, plus
Usage Rate greater than 20 m ³:	.....	0.56/ m ³
Residential accounts shall only be charged on 80% of water consumed for any quantity over and above 20 m ³		
Sewer Lagoon Local Improvement Annual:	.....	\$242.18

All commercial food establishments in the Village of Longview will be required to install a grease capture device in order to qualify for the standard sewage rate. Should a commercial food establishment be found to not have properly emptied or maintained their grease capture device, that establishment will be responsible for a fine of not less than \$5,000 Bylaw 340-11a

Garbage Collection and Disposal Rates:

Commercial and industrial buildings are required to arrange for private removal and disposal.

The following rates shall be levied and collected bi-monthly from all residences.

Fixed charge per Residential Garbage Service	\$21.50
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Utility Account Fees

Street Light Fee	\$ 20
Connection and/or Disconnection – During Business Hours	\$ 50
Connection and/or Disconnection – After Business Hours	.....	\$100

WATER AND SEWER CONNECTION SERVICES:

Water and Sewer Connection (user pay) or Water Meter (New)	.....	Bylaw 399-17 cost plus \$5000
Temporary Water Service	.....	CHANGE TO AT COST, likely more than \$600 \$600
	.....	\$150

PLANNING & DEVELOPMENT

1. DEVELOPMENT PERMITS:	
CHANGE IN USE:	
Permitted Use:	\$50
Discretionary Uses	\$270
Existing structure or bay use change, intensification of use permits, interior or exterior renovation permits - (includes Sign with Change of Use)	
RESIDENTIAL:	
Single Family Dwellings:	\$500
Semi-Detached Dwellings:	\$600
Multi Family Dwellings: plus \$30 for each unit	\$600
Residential Renovation – Major	\$250
Minor Renovations	\$50
COMMERCIAL AND INDUSTRIAL	
NEW CONSTRUCTION: (less than 2500 sq. ft.)	\$600
For each additional 1000 sq. ft. or portion thereof	50
(Includes additions over 250 sq. ft.)	
ACCESSORY BUILDINGS	
• Decks (over 2 feet in height) and balconies	\$50
• Garden Shed and SeaCan over 100 sq ft	\$50
• Garages	\$100
• additions greater than 250 sq. feet	\$100
SIGNS:	
(Signage not included with Change of Use Permit or New Construction)	\$50
Free standing Signs	\$100
RELAXATIONS OR VARIANCE OF A BYLAW PROVISION:	
(Applied as a surcharge to application fee)	\$100
EXCAVATION, STOCK PILING, GRADING:	
(Activities separate from Subdivision or Development where a development agreement has been signed)	\$200
RELOCATION OF HOUSE	
(Plus performance security deposit \$5,000)	\$500
DEMOLITION:	
(Plus performance security deposit)	\$100
2. CERTIFICATE OF COMPLIANCE:	\$50
3. LAND USE BYLAW AND STATUTORY PLAN (MDP & ASP) AMENDMENT:	
(fee for each document to be amended and includes advertising) Preparation of Area Structure Plan (terms of reference and budget) (engineering fees invoiced at cost)	\$600
4. MUNICIPAL PLANNING COMMISSION SPECIAL MEETING FEE	\$600
5. SUBDIVISION APPEAL: - Fees for Committee members, advertising, etc.	\$1,200

6. ENCROACHMENT or RIGHT-OF-WAY AGREEMENTS:

- Preparation of encroachment agreements or amendments to utility right of way agreements (includes registration) \$200
- Preparation of servicing agreements for development permits (includes registration) \$300
- Preparation of a development agreement for subdivision registration or servicing construction \$2500

7. DEVELOPMENT APPEALS:

- (Refunded if appeal is withdrawn prior to notice) \$1200

8. PERFORMANCE SECURITY DEPOSIT:

(Performance Security must be in the form of cash cheque, certified cheque or letter of credit as per Land Use Bylaw. The Performance Security is to be collected on all construction that involves a change in use or occupancy and considered forfeited if occupied prior to authorization to do so by the Safety Codes Officer.)

- Dwellings (single family) \$1000
- Residential exterior renovations and additions and accessory buildings over 250 sq. ft., and balconies \$500
- Industrial and Commercial intensification of use (Exterior renovations, landscaping, parking, screening) \$1500
- Multi - Family, Industrial and Commercial (new construction) ~~\$2500~~ *\$5000*
- Move in Buildings or Move out Buildings (to cover any damage to streets, sidewalks, curbs) \$5000
- Building demolition using cartage and heavy equipment (to cover any damage to streets, sidewalks, curbs) \$5000

9. SUBDIVISION PROCESSING:

- Application Fee:** \$1000
- for two (2) lots or less and boundary adjustments. (Real Property Report Required) per lot for third and subsequent lots. \$100

Endorsement Fee:

- for instruments registering two (2) lots or less; \$150
- per lot for three (3) or more lots \$50

Outline Plans:

\$1000 plus \$75/ha

Fees are non-refundable once circulation has commenced, and if a site inspection or research has been undertaken, expenses will be deducted from the fee. Municipal Reserve (MR), Environmental Reserve (ER) and Public Utility (PUL) lots are exempt. Consultant, Solicitor and other professional fees required to prepare special documents will be invoiced at cost. Engineering drawing reviews invoiced at cost.

10. LUB VIOLATION TICKETS

Persons contravening any provision of this Bylaw to whom violation tickets are issued shall be liable for a penalty of one hundred (\$100.00) dollars for the first offence and two hundred (\$200.00) dollars for second and subsequent offences, such fine to be paid to the Village of Longview. Each day that a breach of the Bylaw has occurred may be considered to be a separate offence.

(moved from LUB 400-17 Sept 2022)

RECREATION

Campground

Full Service Sites Nightly Fee	.....	To be competitive change full service to \$40	.....	\$45
Weekly Fee	.....			\$270
Monthly Fee	.....	Change monthly full service to	.....	\$900
Electricity Only	.....	Change monthly full service to	.....	\$35
Weekly Fee	.....	Change by 2 weeks not weekly; divide monthly by 2	.....	\$210
Monthly Fee	.....	Change to monthly Water and Power only	.....	\$700
Tents\$	.....			\$20

After Sept 30th (electric heaters) additional \$5 per day per site.....\$40

Campground Cookhouse: \$50 for 4 hours use. \$100 for Full Day use.

REMUNERATION FOR ELECTED OFFICIALS & STAFF

The rate of remuneration for the performance of regular and usual duties of Elected Officials as identified shall be as follows:

- Council/Special Meeting \$45.00 per meeting under 2 hours
- Up to 4 hours \$90.00 per meeting
- Conventions, conferences, seminars, public hearings \$150.00 per day (any meeting over four (4) hours)

ELECTED AND APPOINTED MUNICIPAL OFFICIALS AND EMPLOYEES

- Accommodation (no receipt required) \$50.00 per day
- Accommodation (receipt required) \$200.00 per day

MEALS (no receipt required)

- Breakfast \$15.00
- Lunch \$20.00
- Dinner \$36.00
- Gratuities 15%
- To a maximum of \$81.00

KILOMETRE RATE FOR TRAVEL

Use Provincial Rates

.60 per kilometre up to 5,000

.54 per kilometre over 5,001

BYLAW FINES

Section 5 - Enforcement Part 13 of Municipal Government Act

5.0 In addition to any penalty which may be imposed under this Bylaw, the Village may seek a court order granting relief in the nature of an injunction or any other order necessary to enforce compliance (including pursuant to Part 13 of the Municipal Government Act).

SMOKING AND VAPING VIOLATION

SECTION	OFFENCE	MINIMUM PENALTY	SPECIFIED PENALTY
3.1	Smoking or vaping of tobacco or cannabis in any public place	\$150.00	\$300.00
3.2	Permit smoking or vaping of tobacco or cannabis in any public place	\$250.00	\$500.00
3.3	Smoking or vaping of tobacco or cannabis with minor in motor vehicle in public place	\$250.00	\$500.00

Bylaw 414-18

SOLID WASTE VIOLATION

	PENALTY IN DOLLARS
First Offence	\$125.00
Second Offence	\$250.00

Bylaw 413-18

COMMUNITY STANDARDS VIOLATION

Violation Fines under this Bylaw	Bylaw 405-17
First Offence	\$250.00
Second Offence	\$500.00
Third & Subsequent Offences	\$1,000.00

FAIL TO COMPLY WITH REMEDIAL ORDER

First Offence	\$500.00
Second Offence	\$1,000.00
Third & Subsequent Offences \$	1,500.00

WATER USE & CONSERVATION VIOLATION

LEVEL	1 ST OFFENCE	2 ND OFFENCE	3 RD OFFENCE
1	N/A	N/A	N/A
2	\$ 100.00	\$ 250.00	\$ 800.00
3	\$ 250.00	\$ 800.00	\$1,500.00

Bylaw 404-17

TAMPERING WITH A WATER METER

A fine of \$1,000 plus if meter is damaged an additional \$600 to be paid before water services are reconnected.

Appendix B Summary of Requirements and Fees

USER →	LONGVIEW & AREA (L&A) NON-PROFIT	COMMUNITY RESIDENTS	NON-RESIDENTS	LICENSED BUSINESSES	COMMENTS
Pre booking required	YES	YES	YES	YES	L&A Non-profit groups are required to co-operate with each other to assist in fitting in all requests in the schedule
Rental Fee 3hrs or less	FREE	\$30.00	\$75	\$30.00	Kitchen rental not included. If kitchen is required rental is additional \$100.00. Exceptions: approved non-profit
Full Day Rental	FREE	\$100.00	\$300.00	\$100.00	Includes use of kitchen
Funerals/Celebrations of Life	FREE	FREE	\$75.00 per 3hr event or less	FREE	Community Resident includes residents identified in Appendix A
Proof of Insurance with Village of Longview as added party required before event	YES	YES	YES	YES	
Copy of liquor license required before event	YES	YES	YES	YES	
Cleaning fee/damage repairs	For all Users: if damage to hall property occurs or extra cleaning is required after the event the User will be responsible for covering these extra costs				

** Appendix B*

*from new by
copy new by
Hall Policy*

*\$2500 →
\$5000
Community
prop deposit*



VILLAGE OF LONGVIEW
REQUEST FOR COUNCIL DECISION

Date:	October 17, 2023	Agenda Item #:	10.1
Title:	Chicken Control subsection of Animal Control Bylaw		
Submitted by:	Roy Tutschek, CAO		

Recommendation:	MOVED by _____ that _____.		
Alternatives:	2.	Defeat above motion.	
	3.	That discussion be tabled _____ <i>(for further information or future date)</i> .	

Background:	<p>There is interest and need in the Village Longview to establish Bylaws to control Chicken presence and handling.</p> <p>The Council pdf package includes Provincial ID/licensing documentation and examples of Chicken bylaws from the Village of Myrnam, the City of Okotoks and the previous Town of Turner Valley as well as the 2017 draft 401-17 Animal Control Bylaw.</p> <p>CAO recommends adopting the Chicken Bylaw from the Village of Myrnam, having a comparable population of 257.</p> <p>Add the following to the Bylaw: ‘ Bylaws benefit everyone by making our community a safer place to live, work and play.’</p> <p>A maximum number of licenses for the Village of Longview should be stipulated in the Bylaw.</p> <p>Also, add: Okotoks Schedule A, Offence penalties, however change all the amounts to \$50 and \$100, first and second offence, respectively.</p> <p>Also, add: ‘Nothing in this Bylaw relieves a person from complying with any Federal or Provincial Bylaw or Regulation ‘.</p> <p>Also, add: ‘The Peace Officer is authorized and empowered to issue a violation ticket to any person who the Peace Officer has reasonable and probable grounds to believe has contravened any provisions of this Bylaw.’</p>
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The Village of Myrnam Chicken Bylaw section 7.3 annual \$10 fee and section 8, Penalties and the Okotoks Offences Fees Schedule A, should reference the Village of Longview Fees and Fines Bylaw and the Fees and Fines Bylaw should include and be kept synchronized with the Chicken Bylaw Penalties, Fees and annual License amounts.

Implications:

*Policy, Statutory
Plans, Legislative:*

Financial:

Communications: n/a

Attachments: Is the documentation severed by FOIP: **NO**
1. No attachment



**BYLAW NO. 2022-07
OF THE
VILLAGE OF MYRNAM**

**A BYLAW IN THE VILLAGE OF MYRNAM, IN THE PROVINCE OF ALBERTA, TO
REGULATE THE KEEPING OF URBAN HENS IN URBAN AREAS WITHIN THE
VILLAGE OF MYRNAM.**

WHEREAS, pursuant to the *Municipal Government Act*, R.S.A. 2000, Chapter M-26 and amendments thereto (the "Act"), a council of a municipality has the authority to regulate or prohibit certain activities for municipal purposes respecting the safety, health, and welfare of people and the protection of people and property; wild and domestic animals, and activities in relation to them;

AND WHEREAS, pursuant to the *Municipal Government Act*, R.S.A. 2000, Chapter M-26 and amendments thereto (the "Act") a council of municipality may in a bylaw, regulate, or prohibit and to provide for a system of licenses, permits and approvals;

regulate and licence the

AND WHEREAS, Council deems it necessary to assess ~~the viability of~~ keeping Urban Hens within the Village;

NOW THEREFORE, the Council of the Village of Myrnam, in the Province of Alberta, enacts as follows:

1.0 TITLE

1.1 This bylaw may be called the "**Urban Hen Bylaw**"

2.0 DEFINITIONS

2.1 For the purpose of this bylaw:

- (a) "Abattoir" means a facility where animals are slaughtered for consumption as food for humans.
- (b) "Coop" means a fully enclosed, weather-proof structure, and attached outdoor enclosure used for the keeping of Urban Hens.
- (c) "Chief Administrative Officer" means a person appointed as the Chief Administrative Officer of the Village of Myrnam or designate.
- (d) "Council" means the Council of the Village of Myrnam.

**BYLAW NO. 2022-07
OF THE
VILLAGE OF MYRNAM**

- (e) "Communicable Disease" means any disease or illness that may be transferred from an Animal to another Animal, or a human through direct or indirect contact.
- (f) "Hen" means a domesticated female chicken.
- (g) "Hen House" means an enclosed structure that houses Urban Hens at night and includes a secure place for Urban Hens to lay eggs and eat.
- (h) "Licensee" means a Person named on an Urban Hen License.
- (i) "Municipal Enforcement Officer/Community Peace Officer/Animal Control Officer" means a Person as appointed by the Village of Myrnam by resolution of Council.
- (j) "Municipal Tag" means a document alleging an offence issued pursuant to the authority of a Bylaw of the Village.
- (k) "Outdoor Enclosure" (urban hen run) means a securely enclosed, roofed outdoor area attached to, and forming, part of a Coop having a bare earth or vegetated floor for Urban Hens to roam.
- (l) "Owner" includes any one or more Persons who:
 - i. Is named on an Urban Hen License; or
 - ii. A person who owns or claims any proprietary interest in an Urban Hen; or
 - iii. Has the care, charge, custody, possession, or control of the Urban Hen, either temporarily or permanently; or
 - iv. Harbors an Urban Hen, or allows an Urban Hen to remain, on his/her property
- m) "Owner's Property" means any premises which are owned or leased by the Owner.
- n) "Premises" means any dwelling, building, and any parcel or lot of real property or a portion thereof.
- o) "Rooster" means a domesticated male chicken.
- p) "Running at Large" means an Urban Hen being outside of a coop or run.

**BYLAW NO. 2022-07
OF THE
VILLAGE OF MYRNAM**

- q) "Village" means the municipal corporation of the Village of Myrnam, or the area contained within the boundary thereof, as the context requires, means the area of land within the corporate boundaries.
- r) "Village Office" means the Chief Administrative Officer, or any other staff member authorized to carry out their duties.
- s) "Urban Hen" means a hen that is at least 16 weeks of age.
- t) "Urban Hen License" means a license issued by the Village of Myrnam pursuant to the Urban Hen Bylaw, which authorizes the License holder to keep Urban Hens on specific property within the Village of Myrnam.
- u) "Violation Ticket" has the same meaning as the *Provincial Offences Procedure Act*.
- v) "Urban Area" means land located within the Village of Myrnam legal boundaries.

3.0 PURPOSE

- 3.1 The purpose of this bylaw is to regulate and control the keeping of Urban Hens within the urban areas of the Village of Myrnam.

4.0 REGULATIONS

- 4.1 A person may apply to keep no more than five (5) Urban Hens on a single property.
- 4.2 The owner must be 18 years of age or older.
- 4.3 Urban Hens kept on the property are for personal use only.
- 4.4 No person shall be permitted to:
 - (a) keep a rooster;
 - (b) keep a hen, other than an Urban Hen for which a valid Urban Hen License has been issued by the Village of Myrnam;
- 4.5 A tenant must obtain written permission from the registered property Owner to keep Urban Hens on the owner's property.
- 4.6 Any Owner of Urban Hens must provide daily care to Urban Hens.

**BYLAW NO. 2022-07
OF THE
VILLAGE OF MYRNAM**

5.0 URBAN HEN COOP AND RUN REQUIREMENTS

5.1 No parcel shall have more than one Coop.

5.2 Every building (coop) or enclosure used to accommodate Urban Hens must be:

- (a) located in the rear yard of the lot behind the dwelling;
- (b) a minimum of 3.0 metres (9.8 ft) from the principle dwelling;
- (c) a minimum of 1.0 metre (3.3 ft) from any property line;
- (d) a maximum of 10 sq. metres (107.6 sq. ft) in size;
- (e) a maximum of 2.5 metres (8 ft) in height;

5.3 The Owner shall ensure Urban Hen coops, Urban Hen houses, and Urban Hen runs are properly maintained in a clean condition to prevent negative impacts. Including, but not limited to, attacking nuisance animals, the spread of food over the property, and obnoxious odors, or noise.

5.4 The Owner must ensure the coop and outdoor enclosure are secure at all times.

5.5 Hen Tractors may be used to move urban hens to new areas for foraging during daylight hours.

6.0 RESPONSIBILITIES OF HEN OWNERS

6.1 The Owner of an Urban Hen(s) shall:

- a) ensure the rear yard is securely fenced;
- b) ensure that the Urban Hen is not running-at-large;
- c) ensure feed is stored within a fully enclosed container and in such a way as to discourage predators;
- d) ensure manure is stored in an enclosed container and disposed of, as per health regulations;
- e) keep a food container and water container in the Coop;
- f) remove leftover feed, trash, and manure within 48 hours;
- g) not keep an Urban Hen in a cage, kennel, or any other form of shelter other than a Coop or approved Tractor;
- h) not slaughter an Urban Hen on the property;
- i) dispose a deceased Urban Hen by delivering it to a farm, Abattoir, veterinarian, or other operation that is lawfully permitted to dispose of Urban Hens;
- l) follow biosecurity procedures recommended by the Canadian Food Inspection Agency to reduce potential for disease outbreak;

**BYLAW NO. 2022-07
OF THE
VILLAGE OF MYRNAM**

7.0 LICENSING

- 7.1 A person may not keep an Urban Hen unless that person first submits a completed Urban Hen Registration Application to the Village and receives validation of registration from the Village.
- 7.2 The Village may not validate an Urban Hen registration application form unless the following has been satisfied:
- (a) The initial permit has been reviewed by the planning and development department to ensure compliance with the required regulations and guidelines, of which the applicant of the Urban Hen registration application form will be contacted within 10 days upon reception of the completed application;
 - (b) the applicant is the owner of the property and resides on the property on which the Urban Hens will be kept, or the applicant resides on the lot and has written consent from the registered owner of the property to allow Urban Hens to be kept on the property;
 - (c) the applicant has a valid Alberta Poultry Premises Identification (PID) number obtained from Alberta Agriculture and Forestry, and a copy is provided to the Village;
 - (d) all other required information on the Village's Urban Hen License application form has been provided including payment.
- 7.3 A person may apply to keep Urban Hens by:
- (a) Applying for an annual Urban Hen License from the Village Office during regular business hours: and
 - (b) Paying an annual \$10.00 Urban Hen License fee, which is due and payable prior to January 31 of each subsequent year.
- 7.4 Urban Hen Licenses fees shall not be reduced or prorated regardless of the month of purchase.
- 7.5 Urban Hen License fees that have been paid shall not be refunded or rebated.

**BYLAW NO. 2022-07
OF THE
VILLAGE OF MYRNAM**

- 7.6 Upon payment of the Urban Hen License fee by the owner, the Village Office shall issue to the Owner a certificate of licensing.
- 7.7 A validated Urban Hen License is not transferable from one person to another or from one property to another.
- 7.8 A person to whom an Urban Hen License has been issued shall produce the license at the demand of the Chief Administrative Officer or Animal Control Officer.

8.0 PENALTIES

- 8.1 A person who contravenes any provision of this bylaw is guilty of an offence.
- 8.2 No person shall willfully obstruct, hinder, or interfere with an Animal Control Officer or any other person authorized to enforce and engage in the enforcement of the provisions of this Bylaw.
- 8.3 A person who is guilty of a first offense is liable to a fine of fifty (\$50.00) dollars.
- 8.4 A person who is guilty of a second offense is liable to a fine of one hundred (\$100.00) dollars.
- 8.5 Where a person has been found to have contravened the Bylaw two (2) or more times within one twelve (12) month period, the Village reserves the right to revoke the Urban Hen License.

9.0 GENERAL

- 9.1 Every provision of this Bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalid for any reason by a Court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.
- 9.2 Council shall review this bylaw before then end of the 2023 calendar year.

10.0 EFFECTIVE DATE

- 10.1 This Bylaw shall come into force and take effect upon third and final reading.

That Bylaw No. 2022-07 be given a first reading this ___ day of ___ 2022.

**BYLAW NO. 2022-07
OF THE
VILLAGE OF MYRNAM**

That Bylaw No. 2022-07 be given a second reading this ____ day of ____ 2022.

That Bylaw No. 2022-07 be given third and final reading and passed this ____ day of ____ 2022.

VILLAGE OF MYRNAM

DONNA RUDOLF, MAYOR

ELSIE KIZIAK, CAO

**REVISED BYLAW 24-17
AS OF MAY 30, 2022**

ADMINISTRATIVE CONSOLIDATION OF BYLAW 24-17

**A BYLAW OF THE TOWN OF OKOTOKS
IN THE PROVINCE OF ALBERTA
TO REGULATE THE KEEPING OF CHICKENS IN URBAN AREAS**

(As amended by Bylaw 15-22)

WHEREAS pursuant to provisions of the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26 and amendments thereto, Council may pass a bylaw for municipal purposes respecting the safety, health and welfare of people, the protection of people and property, wild and domestic animals, and certain activities in relation to them; and

WHEREAS pursuant to provisions of the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26 and amendments thereto, Council has the authority to provide for a system of licences, permits and approvals; and

WHEREAS Council deems it desirable to regulate and licence the keeping of chickens in urban areas of the Town;

NOW THEREFORE the Council of the Town of Okotoks enacts as follows:

1. SHORT TITLE

This bylaw may be known as the "Urban Hen Bylaw".

2. DEFINITIONS

In this bylaw, unless the context otherwise requires:

- 2.1 **Chief Administrative Officer (CAO)** means the person appointed to the position of Chief Administrative Officer for the Town of Okotoks within the meaning of the *Municipal Government Act*; **(Bylaw 15-22)**
- 2.2 **coop** means a fully enclosed weather proof structure and attached outdoor enclosure used for the keeping of urban hens, that is no larger than 10m² (107.63 ft.²) in floor area, and no more than 2m (6.56 ft.) in height;
- 2.3 **Council** means the Mayor and Councillors duly elected pursuant to the provisions of the *Local Authorities Election Act*; **(Bylaw 15-22)**
- 2.4 **hen** means a domesticated female chicken;
- 2.5 **outdoor enclosure** means a securely enclosed, roofed outdoor area attached to and forming part of a coop having a bare earth or vegetated floor for urban hens to roam;

2.6 Peace Officer means:

- a) a member of the Royal Canadian Mounted Police;
- b) a Community Peace Officer as appointed by the Solicitor General of Alberta;
- c) a Bylaw Enforcement Officer as appointed by the Town to enforce bylaws of the Town;

2.7 rooster means a domesticated male chicken;

2.8 sell means to exchange or deliver for money or its equivalent;

2.9 Town means the Town of Okotoks, a municipal corporation in the Province of Alberta, and where the context so requires, means the area of land within the corporate boundaries thereof;

2.10 urban area means lands located within the Town on which agricultural operations, including but not limited to the keeping of livestock, are neither a permitted or discretionary use under Bylaws of the Town;

2.11 urban hen means a hen that is at least sixteen (16) weeks of age;

2.12 urban hen licence means a licence issued pursuant to this bylaw which authorizes the licence holder to keep urban hens on a specific property within the Town.

2.13 violation tag means a notice or tag in the form as approved by the CAO, issued by the Town, allowing a voluntary payment option of a fine established under this Bylaw;

2.14 violation ticket means a ticket issued pursuant to Part 2 of the *Provincial Offences Procedures Act. (Bylaw 15-22)*

3. PROHIBITIONS

3.1 No person in an urban area shall keep:

- a) a rooster; or
- b) a hen, other than an urban hen for which a valid urban hen licence has been issued.

4. URBAN HEN LICENCES

4.1 The maximum number of urban hen licences that may be issued in the Town shall be one urban hen licence per seven hundred fifty (750) persons based on the population of the Town as determined by the most recent census. **(Bylaw 15-22)**



- 4.2 A person may keep up to four (4) urban hens by:
- a) submitting a completed urban hen licence application on forms approved by the CAO; and
 - b) paying an annual urban hen licence fee as set out in the current Town of Okotoks Fees, Rates, and Charges Bylaw.
- 4.3 Urban hen licences are valid for the period of January 1 to December 31 of the year in which it is issued and must be renewed annually prior to January 31 of each subsequent year.
- 4.4 Urban hen licence fees shall not be reduced or prorated no matter the month of purchase.
- 4.5 Urban hen licence fees shall not be refunded or rebated.
- 4.6 An urban hen licence is not transferable from one person to another.
- 4.7 An urban hen licence is not transferable from one property to another except:
- a) when a licence holder has moved to a new property within the Town, then:
 - i. the licence holder may apply to transfer the licence; and
 - ii. an inspection of the new property must be carried out to determine the licence holder is still able to meet all requirements for an urban hen licence as set out in this Bylaw at such property.
- 4.8 A person to whom an urban hen licence has been issued shall produce the licence upon the demand of a Peace Officer.
- 4.9 An urban hen licence may be issued or renewed if the CAO is satisfied that:
- a) the applicant is the owner of the property on which the urban hens will be kept; or that the owner of the property has provided written consent to the applicant;
 - b) the land use designation of the property on which the urban hens will be kept allows the placement of a coop for the keeping of urban hens;
 - c) the applicant resides on the property on which the urban hens will be kept;
 - d) all required information has been provided;
 - e) the applicant has taken a course on the safe handling of hens and eggs;
 - f) the applicable licence fee has been paid; and
 - g) the applicant has complied with all other Provincial and Federal Regulations for the keeping of chickens.
- 4.10 An urban hen licence may be revoked or may not be renewed by the CAO if:
- a) the applicant or licence holder does not meet or no longer meets the requirements for an urban hen licence as set out in this Bylaw;
 - b) the applicant or licence holder furnishes false information or misrepresents any fact or circumstance required pursuant to this Bylaw;
 - c) the applicant or licence holder has, in the opinion of the CAO, based on

- reasonable grounds, contravened any part of this Bylaw whether or not the contravention has been prosecuted;
- d) the applicant or licence holder fails to pay a fine imposed by a court for a contravention of this Bylaw or any other applicable Bylaw related to the keeping of livestock;
 - e) the applicant or licence holder fails to pay any fee required by this Bylaw or any other applicable legislation; or
 - f) in the opinion of the CAO, based on reasonable grounds, it is in the public interest to do so.

4.11 If the CAO revokes, or refuses to issue or renew an urban hen licence, the applicant may appeal the decision to Council, in accordance with Town Bylaws.

5. KEEPING OF URBAN HENS

5.1 A person who keeps urban hens must:

- a) provide each urban hen with at least 0.37m² (3.98 ft.²) of interior floor area, and at least 0.92m² (9.9 ft.²) of outdoor enclosure, within the coop;
- b) ensure that each coop is:
 - i. located in the rear yard of the property;
 - ii. a minimum 3.0m (9.84 ft.) from a dwelling;
 - iii. a minimum 1m (3.28 ft.) from any lot line;
 - iv. a minimum 3.6m (11.81 ft.) from any street adjacent to the property; and
 - v. at grade level, no more than 2m (6.56 ft.) in height;
- c) provide and maintain, in the coop, at least one nest box per coop and one perch per urban hen that is at least 15cm (5.90 in) long;
- d) keep each urban hen in the coop at all times;
- e) provide each urban hen with food, water, shelter, light, ventilation, care, and opportunities for essential behaviours such as scratching, dust-bathing, and roosting, all sufficient to maintain the urban hen in good health;
- f) maintain the coop in good repair and sanitary condition, and free from vermin and noxious or offensive smells and substances;
- g) construct and maintain the coop to prevent any rodent from harbouring underneath, within, or within its walls, and to prevent entrance by any other animal;
- h) keep a food container and water container in the coop;
- i) keep the coop secured at all times;
- j) remove leftover feed, trash, and manure in a timely manner;
- k) store feed within a fully enclosed container;
- l) store manure within a fully enclosed container, and store no more than 85 litres (3 cubic feet) of manure at any time;
- m) remove all other manure not used for composting or fertilizing and dispose of such in accordance with Town Bylaws;
- n) follow biosecurity procedures outlined by the Canadian Food Inspection Agency to reduce potential for disease outbreak; and
- o) keep urban hens for personal use only.

5.2 No person who keeps urban hens shall:

- a) sell eggs, manure, meat, or other products derived from an urban hen;
- b) slaughter any urban hen on the property;
- c) dispose of an urban hen except by delivering it to a farm, abattoir, veterinarian, or other operation that is lawfully permitted to dispose of such; and
- d) keep an urban hen in a cage, kennel, or any other form of shelter other than a coop.

6. AUTHORITY OF CHIEF ADMINISTRATIVE OFFICER

6.1 Without restricting any other power, duty, or function granted by the Urban Hen Bylaw, the Chief Administrative Officer may:

- a) carry out any inspections to determine compliance with the Urban Hen Bylaw;
- b) take any steps or carry out any actions required to enforce the Urban Hen Bylaw;
- c) take any steps or carry out any actions required to remedy a contravention of the Urban Hen Bylaw;
- d) establish forms for the purposes of the Urban Hen Bylaw; and
- e) delegate any powers, duties, or functions under the Urban Hen Bylaw to a Town employee

7. PENALTIES AND ENFORCEMENT

7.1 No person shall willfully obstruct, hinder or interfere with a Peace Officer or any other person authorized to enforce and engaged in the enforcement of the provisions of this Bylaw.

7.2 Any person who contravenes any provision of this Bylaw is guilty of an offence and is liable on summary conviction to a fine of not more than Ten Thousand (\$10,000) Dollars, imprisonment for a term not exceeding one (1) year, or both.

7.3 Where there is a specified penalty listed for an offence in Schedule "A" to this Bylaw, that amount is the minimum specified penalty for the offence.

7.4 Where a person contravenes the same provision of this Bylaw two (2) or more times within one twelve (12) month period, the specified penalty payable in respect of the second or subsequent contravention shall be the amount stated in Schedule "A" for such offences.

7.5 In the case of an offence that is of a continuing nature, a contravention constitutes a separate offense in respect of each day or part of a day on which it continues.

7.6 The levying and payment of any fine or the imprisonment for any period provided in this Bylaw shall not relieve a person from the necessity of paying any fees, charges or costs from which that person is liable under the provisions of this Bylaw or any other bylaw.

- 7.7 Any Peace Officer who has reasonable and probable grounds to believe that any person has contravened any provision of this Bylaw may issue and serve:
- a) a violation tag allowing a payment of the specified penalty to the Town; or
 - b) a violation ticket allowing payment according to the provisions of the Provincial Offences Procedure Act, Revised Statutes of Alberta 2000, Chapter P-34 and amendments thereto.

7.8 Service of a violation tag will be sufficient if it is:

- a) personally served; or
- b) served by regular mail to the person's last known mailing address.

7.9 If a violation ticket is issued in respect to an offence, the violation ticket may:

- a) specify the fine amount established by this Bylaw for the offence; or
- b) require a person to appear in court without the alternative of making a voluntary payment.

7.10 A person who commits an offence may:

- a) if a violation ticket is issued in respect of the offence; and
- b) if the violation ticket specified the fine amount established by this Bylaw for the offence;

make a voluntary payment equal to the specified fine by delivering the violation ticket and the specified fine to the provincial courthouse specified on the violation ticket.

8. SEVERABILITY

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

9. GENERAL

9.1 Any person who contravenes any provision of this Bylaw by:

- a) doing any act or thing which the person is prohibited from doing; or
- b) failing to do any act or thing the person is required to do;

is guilty of an offence and any offence created pursuant to this Bylaw is a strict liability offence for the purposes of prosecution under this Bylaw.

9.2 Nothing in this Bylaw relieves a person from complying with any provision of any federal or provincial law or regulation, other bylaw(s), or any requirement of any lawful permit, order or licence.

9.3 Words in the singular include the plural and words in the plural include the singular.

- 9.4 This Bylaw is gender-neutral and, accordingly, any reference to one gender includes the other.
- 9.5 Schedule "A" shall form a part of this Bylaw and may, from time to time, be amended.
- 9.6 No provision of this Bylaw or any action taken pursuant to any provision of this Bylaw shall restrict, limit, prevent or preclude the Town from pursuing any other remedy in relation to a premises as provided by the *Municipal Government Act*, or any other law of the Province of Alberta.

This Bylaw shall come into full force and effect upon third and final reading,

Bylaw 24-17 received third and final reading August 21, 2017.

ORIGINAL SIGNED BY
MAYOR AND CHIEF ADMINISTRATIVE OFFICER

Bylaw 15-22 received third and final reading May 24, 2022.

ORIGINAL SIGNED BY
MAYOR AND CHIEF ADMINISTRATIVE OFFICER

Revised Bylaw 24-17 signed this 30th day of May 2022 by the Chief Administrative Officer as authorized by Bylaw 21-17.

-- Original Signed --

Chief Administrative Officer

Schedule "A"

SECTION	OFFENCE	PENALTY 1st Offence	PENALTY 2nd & Subsequent
3.1 a)	Keep a rooster	\$250	\$500
3.1 b)	Keep an unlicensed urban hen	\$250	\$500
4.3	Fail to renew urban hen licence	\$250	\$500
4.6	Transfer urban hen licence	\$250	\$500
4.7	Fail to produce urban hen licence upon demand	\$250	\$500
5.1 a)	Fail to provide adequate coop space for number of hens	\$250	\$500
5.1 b)	Coop improperly located	\$250	\$500
5.1 c)	Fail to provide nest box or perch per urban hen	\$250	\$500
5.1 d)	Allow urban hen to be outside coop	\$250	\$500
5.1 e)	Fail to adequately provide for essential hen behaviour	\$250	\$500
5.1 f)	Fail to maintain coop to prevent odors	\$250	\$500
5.1 g)	Fail to prevent rodents/animals from entering coop	\$250	\$500
5.1 h)	Fail to keep food and water in coop	\$250	\$500
5.1 i)	Fail to keep coop secured	\$250	\$500
5.1 j)	Fail to remove waste in timely manner	\$250	\$500
5.1 k)	Fail to properly store feed	\$250	\$500
5.1 l)	Fail to properly store manure	\$250	\$500
5.1 m)	Fail to properly dispose of manure	\$250	\$500
5.1 n)	Fail to follow biosecurity procedures	\$250	\$500
5.1 o)	Keep urban hens for other than personal use	\$250	\$500
5.2 a)	Sell products derived from urban hens	\$250	\$500
5.2 b)	Slaughter urban hen on property	\$250	\$500
5.2 c)	Unlawfully dispose of urban hen	\$250	\$500
5.2 d)	Keep urban hen in other form of shelter other than coop	\$250	\$500

Bylaw 15-1053
SCHEDULE C
Backyard Hens Program
REQUIREMENTS and BEST PRACTICES

RULES

- Applicants must be 18 years of age or older.
- For the purposes of this program a hen must be a female chicken. Baby chicks as well as pullets and full-grown hens are allowed.
- Roosters are not permitted. If a male bird is identified, it must be disposed of. Contact [CLUCK](#) for help with humane disposal.
- It is unlawful to slaughter hens within Town limits.
- All hens must have one wing clipped.
- A maximum number of six (6) hens is allowed per household.
- Yards must be securely fenced. There is no minimum fence height requirement, however higher fencing will protect against predation.
- Eggs, meat, and manure cannot be used for commercial purposes
- Participants will be warned once of any infraction. Any repeat infraction will be cause for fines in accordance with the Bylaw, and may be cause for disqualification from the program.

HENHOUSE / COOP

- Coop size cannot exceed 100 square feet without a building permit for an accessory building.
- Coops must be designed to provide a minimum of 3 square feet per hen.
- All chicken coops shall be located only in the rear yard and must fully enclose the chickens and prevent them from escaping.
- Hens must have access to outdoor "run" space which must fully enclose the chickens and prevent them from escaping.
- Minimum lot size is 5500 square feet; coops may be established at single family dwellings only.
- Coops must be in the rear yard, at least 1 metre from a property line where there is an adjacent neighbour. Where there is no adjacent neighbouring property (i.e. lane or roadway fence line) coops are permitted to align with the zero "0" setbacks that apply to the construction of accessory buildings.
- Locate the coop in a place that will be mindful and considerate of your neighbours.
- The chicken coop shall be designed and constructed to ensure proper ventilation and sufficient space for the chickens and be maintained in accordance with good animal husbandry practices and shall keep all vermin out.
- The applicant must provide and maintain, in each coop, at least one perch, for each hen, that is at least 15 cm long, and one nest box; and adequate environmental protection as to shelter the hens from heat and cold injury.
- Coops shall be maintained in good repair, kept in clean and sanitary condition, free of vermin and obnoxious smells and substances.
- Backyard hens must not create a nuisance or disturbance to neighboring residents due to noise, odor, damage or threats to public health.

CARE & FEEDING

Do your research on the care of hens - [CLUCK](#), education online, or in the community.

Proper care and feeding practices must be followed to ensure the well-being of the hens. This includes providing each hen with food, water, shelter, light, ventilation, veterinary care, and opportunities for essential behaviours such as scratching, dust-bathing, and roosting, all sufficient to maintain the hen in good health; participants must not keep a hen in a cage.

Food must be stored in a way to discourage predators.

You must enlist a hen "caregiver" when you plan to be away from home.

Disposing of hens: If a hen dies of an unknown cause, it is recommended that it be checked by a veterinarian to protect the health of the other hens. Otherwise it can be disposed of in the garbage in a sealed waste bag.

Follow [biosecurity procedures](#) recommended by the Canadian Food Inspection Agency, referring especially to [Biosecurity for Backyard Flock and Small Bird Owners](#).

APPROVAL / REGISTRATION PROCESS

1. Once you are comfortable with the basic care of Backyard Hens, please apply by filling out the Backyard Hens Program Application Form available at www.turnervalley.ca or by calling the Town.
2. Please ensure the following accompanies your Application:
 - o A copy of the submitted premises identification form (PID) submitted to the Province of Alberta. Located: [http://www1.agric.gov.ab.ca/\\$department/deptdocs.nsf/all/trace12354](http://www1.agric.gov.ab.ca/$department/deptdocs.nsf/all/trace12354)
 - o A drawing or description or photo of your planned coop and its location within the yard.
 - o The \$25 annual Backyard Hens Licencing fee.
 - o If applicable, a signed permission letter from your landlord.
3. Applications will be reviewed by administration, and you will be contacted within a week of receipt of the application.
4. After the application is approved, you may commence with the construction of the coop.
5. Once the coop is built, you must call the Town to arrange for town staff and / or Animal Control / Municipal Enforcement Officers to meet you at your residence to inspect that the coop. At the time of the inspection, the coop must be approved as being adequately outfitted for the care of hens.
6. After inspection approval, the applicant will be contacted by administration within one week, at which time the applicant may obtain their hens.
7. The \$25 Backyard Hens Licensing fee is annually renewable each January. Late renewals will be charged \$30.

COMPLIANCE

If a complaint is registered with the Town, Animal Control, Municipal Enforcement, or Peace Officers may attend the residence at their own discretion. An appointment with the owner of the hens is not required in such cases.

Participants may be fined for various infractions including:

- o Exceed maximum number of hens permitted
- o Fail to maintain coop in a sanitary condition
- o Keeping hens while not permitted
- o Prohibited sale of eggs, manure, meat or other products derived from hens.
- o Slaughter hens within Town limits
- o Allow hens to escape or run at large.

Participants may be disqualified from the Program for cause, including but not limited, to mistreatment of hens or repeated violations of the Bylaw.

If so notified, participants must dispose of or remove all hens within 30 days of notification.

We may continue to ask participants and neighbours to complete surveys regarding the backyard hen program.

The Backyard Hens Program may be terminated at any time by the Town, for any cause.

Premises Identification (PID), one of the pillars of traceability, links livestock and poultry to land locations or premises. This information is collected in the PID System, which can be quickly accessed for the protection of our industry. The PID System has a variety of uses including planning for, controlling and preventing the spread of an animal disease. It is also used to notify animal owners of an impending emergency, such as a flood or fire, that could affect their animals. By completing a PID Application and keeping your information up-to-date, you will take an important step in protecting your animals and those of other Alberta and Canadian producers.

Who needs to apply

Under Alberta's *Premises Identification Regulation*, if you own a livestock animal or poultry, and that animal is kept at a premises other than a commingling site (e.g. stable), you need to apply for a PID Account and obtain at least one PID Number associated to where the animal(s) are located.

You must apply for a PID Account within 30 days of assuming ownership of an animal. Although you may view your livestock as a pet or companion animal, it is important to obtain a PID Account because your animal can still receive and/or transmit diseases. Even if you own only one animal, it is still necessary to obtain a PID Account.

If you operate a commingling site (e.g. stable, community pasture, fair ground, etc.), you are required to obtain a PID Account, register all your commingling sites and provide the PID Number(s) to the users of your site(s). You must apply for a PID Account within 30 days of assuming ownership or operation of a commingling site.

Obtaining a New PID Account

To obtain a PID Account, you can fill out the attached paper application package or go online at www.agriculture.alberta.ca/premises to register. For those completing the paper application, you will need to fill out:

- a **PID Account Form**,
- **at least one Schedule A**, and
- **if applicable, a Schedule B**.

Here are some additional instructions:

- On the PID Account Form, check "New PID Account Application." Complete and sign the form.
- If you are an animal owner, complete a Schedule A for at least one premises and check "New Premises." This is preferably where your main animal operation is located, which is usually your home quarter. If you have multiple premises, you have the option to complete a Schedule A for each additional premises, which can better reflect where your animals are at any given time.
- If you operate a commingling site, complete a Schedule A for each commingling site you operate and check "New Premises."
- To add additional or alternate contact(s) for a premises, you can complete a Schedule B and check "New Premises." You may complete a Schedule B for each premises you are registering.
- Alternatively, you can easily set up a new PID Account online by visiting www.agriculture.alberta.ca/premises.

Updating a PID Account

It is important that you update your account within 30 days of any changes. For example, this would include changes in account contact information, maximum capacity of the premises or contact information for emergencies. If the PID System does not contain accurate and up-to-date information, the emergency response might be delayed. To update your information using the paper application:

- Check "Update an existing PID Account" on the PID Account Form. Complete and sign the form. If required, provide any updates to the general information in Part A.
- If you are updating information on a premises already registered in the PID System, include a completed Schedule A with the updated information. Also, check "Update existing Premises" and provide the PID Number.
- To add a new premises to an existing PID Account, include a completed Schedule A for each additional premises and check "New Premises."
- If you are adding an additional or alternate emergency contact for a premises or wanting to update the information previously submitted, include a completed Schedule B.
- Alternatively, you can gain access to your PID Account to make changes online by calling **780-422-9167**.

Submitting completed application and schedule(s)

Mail

Premises Identification Program
Alberta Agriculture and Forestry
7000 – 113 Street Edmonton AB T6H 5T6

Fax

Premises Identification
Program 780-427-5921

In person

You can submit your application to any Alberta Agriculture Field Office located throughout Alberta

For more information

For additional information, contact the Alberta Ag-Info Centre toll-free at 310-FARM (3276) or your local Agriculture Field Office. You can also get more information and set-up/update your PID Account online at www.agriculture.alberta.ca/premises.



Apply online! Visit www.agriculture.alberta.ca/premises to obtain your PID Account today!

Frequently Asked Questions

Can I apply for a PID Account and/or update my information online?

Yes, visit www.agriculture.alberta.ca/premises.

Where can I obtain more copies of the PID Account Form, Schedule A or Schedule B?

The paper application and schedules are available for print online at www.agriculture.alberta.ca/premises. You can also visit your local Agriculture Field Office for copies.

Why is premises identification important?

Premises identification is an important part of an effective traceability system and emergency management plan. In an animal health event, having animal locations and other key information in one system is critical for quick, accurate and cost-effective emergency response.

What is a PID Number?

A PID Number is a nine character unique identifier associated with a specific land location; Alberta PID Numbers start with 'A'.

When will I need to use PID Numbers?

PID Numbers are required or asked for on many transportation documents when transporting your animals. PID Numbers are also required when buying medications at a licensed retail outlet or when selling animals at an auction market. Agriculture programs and grants may also request your PID Number as part of their eligibility requirements.

What species of animals are included under premises identification?

Any animal in captivity designated in the regulation, including livestock and/or poultry, needs to be recorded under your premises. For a complete listing of the species please see Schedule A, Part 7 of the PID Application or the Alberta *Premises Identification Regulation*.

Do I need a PID Account if I only have one animal?

Yes, you need a PID Account because even one animal can receive and transmit infectious diseases that can affect your herd/flock, neighbouring animals and sometimes the entire industry. Having an up-to-date PID Account ensures that you will be contacted in the case of an emergency situation.

What is a commingling site?

A commingling site is a location, other than a farm or ranch, where animals owned by different owners are kept together either temporarily or permanently.

Do I need to register each location where animals I own and/or have care and control of are located?

Operators of commingling sites are required to register all their commingling sites and obtain a PID Number for each premises. Animal owners that take care of their own animals are required to have at least one premises registered, preferably the main animal operation. It is beneficial for animal owners to register additional premises in the PID System, particularly those away from the main operation, to ensure they are still notified if an emergency happens in that area. Animal owners can register each premises by completing a separate Schedule A.

What is "maximum capacity"?

Maximum capacity is not the actual number of animals on the premises. Rather, it is an estimate of the highest number of animals (of the selected species) that the operation(s) on the premises could reasonably accommodate. This information, used in conjunction with the type of species on the premises, allows emergency responders to prepare and respond appropriately.

Will the information I share be kept confidential?

Your information is protected under the *Freedom of Information and Protection of Privacy Act* (FOIP Act) and the *Animal Health Act* (AHA). It may be used or disclosed to authorized individuals, in accordance with the AHA, for the purposes set out in the AHA including to plan for or respond to an animal health emergency or to validate premises information held in the system.

I completed my application. When will I find out my PID Number?

The account contact will receive a letter in the mail within one to two weeks with the PID Number(s) for each individually registered premises. Retain this letter for your records. If you require your PID Number in the meantime, please contact 310-FARM (3276).

What should I do if I forget my PID Number?

If you forget your PID Number, please contact 310-FARM (3276) for assistance.

What happens if my information changes?

Information associated to a PID Account needs to be updated within 30 days of any change. This includes changes to contact information, animal types, maximum capacity, etc. It is vital that information is updated as it changes so you can receive the best service and support from emergency responders. To update your information, fill out the appropriate section of the PID Application and either mail or fax it to the Premises Identification Program. You can also return it to your local Agriculture Field Office. Changes can be made online at www.agriculture.alberta.ca/premises.

Where can I get more information?

For more information on the PID Program including regulations, contact the Alberta Ag-Info Centre toll-free at 310-FARM (3276), a local Agriculture Field Office, or visit www.agriculture.alberta.ca/premises. To learn more about Traceability in Alberta, visit www.agriculture.alberta.ca/traceability.

Did someone help you today?

_____ helped you today
name

at _____
location

on _____
date



 Apply online!
Visit www.agriculture.alberta.ca/premises
to obtain your PID Account today!

KEEP THIS SHEET FOR YOUR INFORMATION



PID ACCOUNT FORM

You must fill out the **required information** on this **Form** which is marked by an asterisk (*)

<p>* PURPOSE OF APPLICATION (Check (✓) one)</p> <p><input type="radio"/> New PID Account Application</p> <p><input type="radio"/> Update an existing PID Account</p>	<p>Complete this form to set-up a new PID Account or update an existing PID Account in Alberta Agriculture and Forestry's Premises Identification Program. To delete an existing PID Account, please contact the PID Administrator at 780-422-9167.</p> <p>This form should be accompanied by a Schedule A - Premises Information Sheet for Animal Owners and Commingling Site Operators for each premises an Applicant registers or updates under the program. If an Applicant has an existing PID Account and is simply updating information in Part A of this form, it is not necessary to complete a Schedule A for each premises registered to the account.</p>
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PART A – General Information

*** Applicant or Account Holder's Legal Business Name** (If sole proprietor, name of individual)

*** Business Type** (Check (✓) one)

<input type="radio"/> Incorporated Company	<input type="radio"/> Individual	<input type="radio"/> Trusts
<input type="radio"/> Government Entity	<input type="radio"/> Partnership (Limited Liability Partnership)	<input type="radio"/> Non-Profit

*** Business Operating Name** (If different from Legal Business Name)

Account Contact Name (Individual responsible for the maintenance of information on this application.)

* First Name	Middle Name	* Last Name
* Mailing Address		
* City/Town	* Province	* Postal Code
* Phone	Mobile	Fax
Email		
* Preferred method of communication (Check (✓) one)		
<input type="radio"/> Phone	<input type="radio"/> Mobile	<input type="radio"/> Fax
<input type="radio"/> Email		

Comments or Instructions if applicable (e.g. best to reach after 7 p.m., etc.)

PART B – Statement of Certification

I certify that:

- All information provided in this Application, including Schedule A and Schedule B, as applicable, in relation to this PID Program is complete and correct;
- I will provide the necessary updates required by law to ensure that the information related to any premises on which I own animals or commingling site of which I am either an owner or an operator is complete and correct.

For individual applicants, the individual must sign. For corporations and other entities, authorized signatories must sign.

* Signature	* Print Name	* Date
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Personal information you provide through this registration process for the provincial Premises Identification (PID) System allows industry and government to efficiently locate animals and notify owners of an emergency that might affect their animals. This information is collected under the authority of the *Alberta Animal Health Act* and the *Premises Identification Regulation*. The information is subject to the privacy and access provisions of the *Freedom of Information and Protection of Privacy Act*. If you have any questions about the collection and use of this information, please contact the PID Administrator at **780-422-9167**.

<p>Submit completed information by mail</p> <p>Premises Identification Program Alberta Agriculture and Forestry 7000 – 113 Street Edmonton AB T6H 5T6</p>	<p>By fax</p> <p>Premises Identification Program 780-427-5921</p>	<p>In person</p> <p>You can submit your application to any Alberta Agriculture Field Office located throughout Alberta</p>
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SCHEDULE A

Premises Information Sheet for Animal Owners and Commingling Site Operators

You must fill out the **required information** on this **Form** which is marked by an asterisk (*)

* **PURPOSE OF APPLICATION** (Check (✓) one) New Premises Update existing Premises # **A**

PART 1 – Premises Nickname or Description

* Provide a name or description of the location where animals are located (e.g. main ranch, summer pasture, etc.)

* PART 2 – Location (Select one of the six methods to identify the premises.)

1. Legal Land Description	Quarter NW/NE/SW/SE	Section 01-36	Township 001-136	Range 01-30	Meridian W4, W5, or W6
					W

2. **LINC #** - 10-digit number that appears on the top left corner of Alberta Registries Land Titles Certificates issued after 1988

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3. **Latitude & Longitude** Latitude + . Longitude - .

4. **Surveyed Parcel Description** Lot Block Plan

5. **Federal or Provincial Land** First Nation Métis Settlement National Park DND† Name

6. **Street Address** - If premises is contained in an urban area

Address <input type="text"/>	City/Town <input type="text"/>	Province <input type="text"/>	Postal Code <input type="text"/>
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* PART 3 – Relationship to Premises Relationship of applicant or account holder in PART A to the ownership of the premises. (Check (✓) one)

Owner Renter/Lessee User of Commingling Site

Operator of Commingling Site Other (specify) _____

PART 4 – CCIA Premises Number Premises ID Number previously issued by the Canadian Cattle Identification Agency.

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* PART 5 – Premises Contact Information Essential for emergency purposes. Primary individual responsible for care and control of animals on the premises.

Check (✓) if same as Account Contact in Part A on PID Account Form. If different individual, provide contact information below.

* First Name <input type="text"/>	Middle Name <input type="text"/>	* Last Name <input type="text"/>
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* Mailing Address

* City/Town <input type="text"/>	* Province <input type="text"/>	* Postal Code <input type="text"/>
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* Phone <input type="text"/>	Mobile <input type="text"/>	Fax <input type="text"/>
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Email

* Preferred method of communication (Check (✓) one) Phone Mobile Fax Email

Comments or Instructions if applicable (e.g. best to reach after 7 p.m., etc.)

IF APPLICABLE, USE SCHEDULE B TO PROVIDE ADDITIONAL OR ALTERNATE CONTACT(S) FOR THIS PREMISES

† Department of National Defence

SCHEDULE A (cont'd)

Premises Information Sheet for Animal Owners and Commingling Site Operators.

*** PART 6 – Types of Operations** (Check (✓) all operations that the Account Holder conducts on this premises.)

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Farm (Ranch) | <input type="checkbox"/> Feedlot | <input type="checkbox"/> Pasture (Range) | <input type="checkbox"/> Community Pasture |
| <input type="checkbox"/> Abattoir under the <i>Meat Inspection Act</i> (Alberta) | <input type="checkbox"/> Carcass Disposal Site | <input type="checkbox"/> Hatchery | <input type="checkbox"/> Small Acreage/Hobby Farm |
| <input type="checkbox"/> Animal Artificial Insemination Centre | <input type="checkbox"/> Competition Facilities | <input type="checkbox"/> Livestock Market | <input type="checkbox"/> Urban |
| <input type="checkbox"/> Animal Embryo Transfer Station | <input type="checkbox"/> Establishment operating under the <i>Meat Inspection Act</i> (Alberta) | <input type="checkbox"/> Livestock or Poultry Research Facility | <input type="checkbox"/> Veterinary Facility (Clinic, Laboratory, Hospital) |
| <input type="checkbox"/> Assembling Station | <input type="checkbox"/> Establishment operating under the <i>Meat Inspection Act</i> (Canada) | <input type="checkbox"/> Race Track | <input type="checkbox"/> Zoos, petting Zoos |
| <input type="checkbox"/> Boarding Stable | <input type="checkbox"/> Fairs and Exhibition | <input type="checkbox"/> Renderer | <input type="checkbox"/> Other (<i>Specify</i>) |

*** Part 7 – Species** (Check (✓) all species you have on the premises, and indicate the maximum capacity for each species checked.)

- | | | |
|---|--|---|
| <p>Capacity</p> <p><input type="checkbox"/> <input type="text"/> Alpacas</p> <p><input type="checkbox"/> <input type="text"/> Bees (# of hives)</p> <p><input type="checkbox"/> <input type="text"/> Bison</p> <p><input type="checkbox"/> <input type="text"/> Cattle: Beef</p> <p><input type="checkbox"/> <input type="text"/> Cattle: Dairy</p> <p><input type="checkbox"/> <input type="text"/> Deer (White-tailed, Mule)</p> <p><input type="checkbox"/> <input type="text"/> Domestic Cervids</p> <p><input type="checkbox"/> <input type="text"/> Doves in captivity</p> <p><input type="checkbox"/> <input type="text"/> Ducks in captivity</p> <p><input type="checkbox"/> <input type="text"/> Elk</p> <p><input type="checkbox"/> <input type="text"/> Fish¹</p> <p><input type="checkbox"/> <input type="text"/> Fur-bearing Animals²</p> | <p>Capacity</p> <p><input type="checkbox"/> <input type="text"/> Geese in captivity</p> <p><input type="checkbox"/> <input type="text"/> Goats</p> <p><input type="checkbox"/> <input type="text"/> Guinea Fowl in captivity</p> <p><input type="checkbox"/> <input type="text"/> Horses</p> <p><input type="checkbox"/> <input type="text"/> Llamas</p> <p><input type="checkbox"/> <input type="text"/> Mules, Donkeys</p> <p><input type="checkbox"/> <input type="text"/> Peafowl in captivity</p> <p><input type="checkbox"/> <input type="text"/> Pheasants in captivity</p> <p><input type="checkbox"/> <input type="text"/> Pigeons in captivity</p> <p><input type="checkbox"/> <input type="text"/> Poultry: Broiler</p> <p><input type="checkbox"/> <input type="text"/> Poultry: Hatching egg</p> <p><input type="checkbox"/> <input type="text"/> Poultry: Other³</p> | <p>Capacity</p> <p><input type="checkbox"/> <input type="text"/> Poultry: Pullets</p> <p><input type="checkbox"/> <input type="text"/> Poultry: Table egg</p> <p><input type="checkbox"/> <input type="text"/> Poultry: Turkey</p> <p><input type="checkbox"/> <input type="text"/> Poultry: Wild turkeys in captivity</p> <p><input type="checkbox"/> <input type="text"/> Quail in captivity</p> <p><input type="checkbox"/> <input type="text"/> Rabbits⁴</p> <p><input type="checkbox"/> <input type="text"/> Ratites</p> <p><input type="checkbox"/> <input type="text"/> Sheep</p> <p><input type="checkbox"/> <input type="text"/> Swine</p> <p><input type="checkbox"/> <input type="text"/> Wild Boars</p> <p><input type="checkbox"/> <input type="text"/> Yaks</p> |
|---|--|---|

1) Fish acquired, propagated, reared or kept in accordance with a class A commercial fish culture licence or a class B commercial fish culture licence issued under the *Fisheries (Alberta) Act*.

2) Fur-bearing animals as defined in the *Fur Farms Act*.

3) Fancy or heritage breeds, and poultry on acreages/hobby farms/licensed urban locations.

4) Rabbits raised for the production of meat.

A COMPLETED PID ACCOUNT FORM MUST ACCOMPANY SCHEDULE A



THIS AREA FOR OFFICE USE ONLY

Premises Identification (PID) Program

SCHEDULE B

**Additional or Alternate Contact(s) for Premises
ESSENTIAL FOR EMERGENCY CONTACT PURPOSES**

You must fill out the **required information** on this Form which is marked by an asterisk (*)

* **PURPOSE OF APPLICATION** (Check (✓) one) New Premises Update existing Premises # A

PART 1 – Premises Nickname or Description

* Provide the name or the description of the premises from Schedule A

Information for Alternate Premises Contact NO. 1

* **First Name** **Middle Name** * **Last Name**

* **Mailing Address**

* **City/Town** * **Province** * **Postal Code**

* **Phone** **Mobile** **Fax**

Email

* **Preferred Method of Communication** (Check (✓) one) Phone Mobile Fax Email

Comments or Instructions if applicable (e.g. best to reach after 7 p.m., etc.)

Information for Alternate Premises Contact NO. 2

* **First Name** **Middle Name** * **Last Name**

* **Mailing Address**

* **City/Town** * **Province** * **Postal Code**

* **Phone** **Mobile** **Fax**

Email

* **Preferred Method of Communication** (Check (✓) one) Phone Mobile Fax Email

Comments or Instructions if applicable (e.g. best to reach after 7 p.m., etc.)

Information for Alternate Premises Contact NO. 3

* **First Name** **Middle Name** * **Last Name**

* **Mailing Address**

* **City/Town** * **Province** * **Postal Code**

* **Phone** **Mobile** **Fax**

Email

* **Preferred Method of Communication** (Check (✓) one) Phone Mobile Fax Email

Comments or Instructions if applicable (e.g. best to reach after 7 p.m., etc.)

A COMPLETED PID ACCOUNT FORM MUST ACCOMPANY SCHEDULE B



VILLAGE OF LONGVIEW

Bylaw No. 403-17 Animal Control

Being a Bylaw of the Village of Longview, in the Province of Alberta, to provide for licensing, regulation and control of animals in the Village of Longview,

WHEREAS: Pursuant to the Municipal Government Act, R.S.A. 2000, c. M-26 and amendments thereto, Council may pass a Bylaw for the purpose of regulating and controlling wild and domestic animals and activities in relation to them;

AND WHEREAS: It is deemed necessary and expedient to pass a Bylaw to License, regulate and control animals;

AND WHEREAS: Bylaw No. 326 and all amendments thereto are hereby repealed and shall cease to have effect on the day this Bylaw is adopted.

PURSUANT TO AND UNDER AUTHORITY OF THE MUNICIPAL COUNCIL OF THE VILLAGE OF LONGVIEW, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

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SECTION 1 - TITLE

1.0 This Bylaw may be cited as the “Animal Control Bylaw”

SECTION 2 - DEFINITIONS

- a) **“Animal”**, for the purpose of this Bylaw, means a dog, and includes a cat or any other animal where such animal is specifically referred to in a particular section of this bylaw.
- b) **“Animal Control Officer”** (ACO) means any individual(s) designated and appointed, from time to time, by the Village of Longview for the purpose of administration and enforcement of this Bylaw, and shall include a person designated as a Peace Officer by the Province of Alberta, and any member of the Royal Canadian Mounted Police.
- c) **“Animal daycare”** means a facility or premises for the purpose of providing care for animals in return for remuneration on a daily basis and does not include provision for overnight accommodation.
- d) **“Animal Fancier”** means a person that wishes to own four (4) or more dogs or cats.
- e) **“Animal Fancier and Adoption License”** means a License issued to an owner in accordance to Section 8 of this Bylaw.
- f) **“Animal shelter”** means premises designated by the Municipality used for the impoundment, confinement and care of animals and includes premises supplied by an independent contractor, under contract with the Municipality to provide such premises.
- g) **“Animal at large”** means where an animal is found or observed on public property or at a property other than the owner’s property and the animal is not properly restrained.
- h) **“Bylaw violation tag”** means a ticket or similar document issued by the Village of Longview pursuant to the Municipal Government Act.
- i) **“Bee”** means the insect Apis mellifera
- j) **“Beehive”** means a box or receptacle with movable frames, used for housing a colony of bees
- k) **“Colony”** means a queen, brood and accompanying adult bees.
- i) **“Cat”** means a member of the feline family.
- j) **“Controlled confinement”** means the confinement of an animal in a pen, cage or building or securely tethered in such a manner that ensures the animal is not harmed, and in a manner that will not allow the animal to bite, harm or harass any person or animal.
- k) **“Council”** means the Municipal Council of the Village of Longview.
- l) **“Damage to property”** means damage to property other than the owner’s property and includes defecating on property other than property that belongs to the owner.
- m) **“Dog”** means a member of the canine family.
- n) **“Feral animal”** means any animal that has reverted from the domestic state to a condition that more or less resembles a wild animal.

- o) **“Health Authority”** means the regional health authority established by the Minister of Health to provide health services to the Municipality.
- p) **“Kennel”** means any facility or premises where animals are maintained, boarded, trained, bred or cared for in return of remuneration and may include overnight accommodation.
- q) **“Kennel license”** means a temporary permit issued by the municipality to a person to harbor more than 3 animals for a maximum period to be determined by the Municipality.
- r) **“Land Use Bylaw”** means the Village’s Land Use Bylaw and any amendments thereto.
- s) **“Leash”** means a chain or other material capable of restraining a dog.
- t) **“License tag”** means an identification tag issued by the Village showing the license number for a specific animal and is intended to be worn on a collar attached to the animal’s neck at all times.
- u) **“License fee”** means the applicable annual fee payable to the Village in respect of a license for any particular animal as set out in Schedule “A” of this Bylaw.
- v) **“Livestock”** means:
 - i. A horse, mule, ass, swine, emu, ostrich, camel, llama, alpaca, sheep or goat;
 - ii. domestically reared or kept deer, reindeer, moose, elk ,or bison;
 - iii. farm bred fur bearing animals, including foxes and minks;
 - iv. animals of the bovine species;
 - v. animals of the avian species including chickens, turkeys, ducks, geese, pigeons or pheasants; and
 - vi. all other animals that are kept for agricultural purposes, but does not include dogs, cats or other domesticated household pets.
- w) **“Mature dog”** means a dog more than one (1) year old.
- x) **“Municipality”** means the Village of Longview, or the geographical boundaries of the Village of Longview, whichever the context so requires
- y) **“Off-leash Park”** means an area formally designated as such by Village of Longview Council.
- z) **“Order of the Court”** means an order issued by a court requiring a person to do or refrain from doing something.
- aa) **“Owner”** means:
 - i. A person who has care, charge, custody, possession or control of an animal;
 - ii. a person who owns or claims any proprietary interest in an animal;
 - iii. a person who harbours, suffers or permits an animal to be present on any property owned, occupied or leased by him or which is otherwise under his control;

- iv. a person who claims and receives an animal from the custody of the animal shelter or an Animal Control Officer;
- v. a person to whom a license tag was issued for an animal in accordance with this Bylaw; or
- vi. a person who operates an animal adoption program and who has care, charge, custody, possession or control of an animal(s);

and for the purpose of this Bylaw an animal may have more than one(1) owner.

- bb) **“Owner’s property”** means any property in which the owner of an animal has legal or equitable interest, or over which the owner of an 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, buildings and vehicles.
- cc) **“Permitted leash”** means a leash adequate to control the animal to which it is attached and where said leash shall not exceed three (3) meters in length.
- dd) **“Permitted property”** means private property upon which the owner(s) of an animal has the expressed permission of the owner of that property to allow the owner(s) animal to be at large, thereon.
- ee) **“Pound”** means a facility either operated or contracted by the Municipality that is designed for the temporary holding of animals until the animal is claimed by the owner or transferred to an animal shelter or adoption agency.
- ff) **”Properly restrained”** means the animal is:
 - i. being carried by a person capable of restraining the size and strength of the particular animal;
 - ii. being confined in a kennel or like container, properly latched or locked; or
 - iii. being restrained by a person capable of restraining the size and strength of the particular animal by the means of a permitted leash attached to a choke chain, collar or harness attached to the animal.
- gg) **“Provincial Court” and “Court”** means The Provincial Court of Alberta and includes a judge or justice thereof, where the context so requires.
- hh) **“Running at large”** means an animal that is not properly restrained by the owner, excepting when an animal is within and/or upon the owners property or other permitted property, or when an animal is under control of the owner within a designated off-leash area.
- ii) **“Serious wound”** means an injury to a human or an animal resulting from the action of an animal, that causes the skin to be broken or flesh to be torn and where immediate medical assistance is required.
- jj) **“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.
- kk) **“Strict Liability Offences”** means public welfare and regulatory offences that do not require the Village to prove intent, and that require the accused to prove to the court that he/she exercised due diligence or reasonable care.

- ll) **“Summons”** means a call or citation by an authority to appear before a court or judicial officer.
- mm) **“Under control”** means a dog that returns to its owner immediately when called or when commanded to do so, and that does not interfere with any other person or animal.
- nn) **“Vicious dog”** means a dog, whatever its age, whether on public or private property, which has:
 - i. chased, injured or bitten any other domestic animals or humans; or
 - ii. damaged or destroyed any public or private property; or
 - iii. clearly threatened, or created the reasonable apprehension of a serious threat to the safety of other domestic animals, or humans; and
 - iv. which in the opinion of a Judge or Justice of the Provincial Court, presents an unacceptable threat of serious harm to other domestic animals or humans; and includes any dog that has been previously declared to be a vicious dog by the Provincial Court, pursuant to a bylaw of another municipality.
- oo) **“Village”** means the Municipal Corporation or administration of the Village of Longview, or the geographical boundaries of the Village of Longview, whichever the context so requires.
- pp) **“Violation ticket”** means a ticket issued pursuant to Part 2 of the Provincial Offences Procedure Act, R.S.A. 2000, c-P-34, as amended, and Regulations thereunder.

SECTION 3 - PURPOSE OF THE ANIMAL CONTROL BYLAW

3.0 This Bylaw is designed to promote safe and responsible pet ownership in the Village of Longview.

SECTION 4 - BASIC OWNER RESPONSIBILITIES

4.0 The owner of an animal shall ensure that such animal does not:

- a) bite a person, whether on the property of the owner or not;
- b) do any other act that causes injury to a person, whether on the property of the owner or not;
- c) chase or otherwise threaten a person, whether on the property of the owner or not, unless the person chased or threatened is a trespasser on the property of the owner;
- d) bite or bark at, or chase livestock, bicycles, automobiles, or other vehicles;
- e) bark or howl excessively or otherwise unreasonably disturb any person;
- f) cause damage to personal property, or injure/kill any other animal, or injure/kill any other domestic or wild mammal; or
- g) upset any waste receptacles or scatter the contents thereof either in or about a street, lane, or other public property or in or about premises not belonging to or in the possession of the owner of the animal;
- h) animals are not permitted on playground properties.

- 4.1
- a) no animal owner or person in care and/or control of an animal, shall allow, permit or cause an animal to be running at large;
 - b) every person that owns, possesses or is in care and/or control of an animal shall ensure that the animal has a valid and current animal license from the Village of Longview;
 - c) the owner of a female animal, which is in season, shall take all reasonable measures to keep the said animal at a location where the animal is not a source of attraction to other animals.

SECTION 5 - COMMUNICABLE DISEASES

- 5.0 An owner of an animal which is suffering from a communicable disease shall:
- a) not permit the animal to be in any public place;
 - b) not keep the animal in contact with or in proximity to any other animal free of such disease;
 - c) keep the animal locked or tied up; and
 - d) immediately report the matter to the veterinarian inspector of the appropriate health of animal branch of the local office of the Federal and/or Provincial Department of Agriculture, and designated Village of Longview Peace Officer or his/her designate of the Village.

SECTION 6 - LICENSING REQUIREMENTS

- a) Every person who is the owner of an animal which is six (6) months of age or older shall apply for a license for that animal by submitting an application to the Municipality and, if the application is approved, by paying the applicable license fee as set out in Schedule "A" of this Bylaw. The owner shall pay the license fee by January 31st of each year.
 - i. if a person is the owner of an animal that reaches the age of six (6) months on a date after January 31st, or
 - ii. a person becomes an owner of an animal six (6) months of age or older on any date after January 31st, or
 - i. an owner of an animal six (6) months of age or older takes up residence in the Municipality on any date after January 31st
the owner shall apply for the license within seven (7) business days of the subject above-noted date.
- b) It is an offence under this Bylaw to be the owner of an animal which is unlicensed, where the animal is required to be licensed pursuant to this Bylaw.
- c) An owner shall provide, with each application for a license, all the information as may be required by the Municipality or the Animal Control Officer or his/her designate.
- d) No person applying for a license shall provide the Municipality or an Animal Control Officer or his/her designate, with false or misleading information with respect to the subject animal.
- e) If the application is approved and the required license fee is paid, the owner will be supplied with a license tag, which shall have a number, registered to that animal.

- f) An owner shall ensure that the license tag is securely fastened to a choke chain, collar or harness worn by the animal and the license tag must be worn by the animal at all times while on public property.
- g) Every license shall expire on December 31st in the year in which it was issued.
- h) A license issued under this bylaw shall not be transferable from one animal to another, nor from one owner to another:
 - i. no person is entitled to a refund or a rebate for any license fee.
- i) The Animal Control Officer or his/her designate may revoke a license if:
 - i. the license was issued on the basis of incorrect information or misrepresentation by the applicant;
 - ii. the license was issued in error; or
 - iii. the owner contravenes any provision of this Bylaw or of the Dangerous Dogs Act of Alberta.
- j) Any person who, by reason of special needs, owns and uses an animal trained to assist that person shall, upon proof, be exempt from license fees.
- k) The licensing provisions of this Bylaw shall not apply to animals accompanying a person temporarily in the Municipality for a period not exceeding three (3) weeks or when the Animal Control Officer is satisfied that the animal is trained and used to assist a person with a disability.
- l) An animal owner may have a lost tag replaced by presenting proof of the original purchase and paying a replacement fee in accordance with Schedule "A" of this Bylaw.
- m) No person, without consent of the owner of an animal, shall remove any collar or license from an animal.
- n) The fees for animal licenses, animal fancier and adoption licenses, kennel licenses and animal impoundment are set out in Schedule "A" of this Bylaw, and may be amended from time to time by resolution of Council.
- o) The Animal Control Officer may review certain applications for licenses, and from time to time may request the Development Officer to review certain license applications, to ensure no part of the Land Use Bylaw is contravened. The Village may then issue a license to the applicant, once the owner has submitted the fee, completed the application form, including the name of the owner, the address of the owner and the type and breed of the animal being licensed. Notwithstanding the foregoing, the Animal Control Officer or the Municipality may refuse to issue a license, where a reasonable belief exists that issuing the license will exceed the maximum number of animals permitted on a property, as set out in Section 7(b) of this Bylaw.

SECTION 7 - ANIMAL OWNERSHIP REQUIREMENTS

- a) An owner of an animal:
 - i. must ensure that the animal has adequate food and water;
 - ii. must provide the animal with adequate care when the an animal is ill or wounded;
 - iii. must provide the animal with reasonable protection from injurious heat or cold, including when contained within a vehicle; and
 - iv. must provide the animal with adequate shelter, ventilation and space and must provide the animal opportunity for periodic exercise sufficient to maintain good health, including the opportunity to be unfettered from a fixed area and to be exercised regularly under appropriate control.
- b) No person shall keep or have more than three (3) animals on any property located within the Municipality except as follows:
 - i. The animals in excess of three (3) are under the age of six (6) months; or
 - ii. the owner holds an approved kennel license or animal fancier and adoption license issued pursuant to this Bylaw; and
 - iii. the owner has all the required Municipal and Provincial approvals to operate:
 - a. a pet store/animal grooming business;
 - b. a veterinary clinic or animal hospital;
 - c. an animal daycare; or
 - d. a kennel.
- c) Notwithstanding Section 4.1(a) of this Bylaw, an owner of an animal is not required to have the animal on a permitted leash in a park or portion of a park which has been designated as an "Off Leash Park" by the Municipality, provided that:
 - i. the animal is not a Vicious animal; and
 - ii. the owner of the animal ensures that such animal is under control at all times.
- d) The Animal Control Officer or his/her delegate or the Court shall consider the following factors when determining whether an animal is under sufficient control in an off leash park:
 - i. whether the animal is at such a distance from its owner so as to be incapable of responding to voice, sound or sight commands;
 - ii. whether the animal has responded to voice, sound or sight commands from the owner;

- iii. whether the animal has bitten, attacked or done any act that injured a person or another animal;
 - iv. whether the animal has chased or otherwise threatened a person; or
 - v. whether the animal caused damage to property.
- e) Nothing in this Section relieves an owner or person from complying with any other provisions of this Bylaw.
 - f) An owner shall not permit an animal to cause damage to public or private property within the Municipality.
 - g) An owner shall not permit an animal in an area where the Municipality has posted a sign which prohibits the presence of animals, regardless of whether or not such animal is at large.
 - h) The owner of an animal which defecates on property, which is not the owner's property, shall remove such defecated matter immediately and dispose of it in a sanitary manner.
 - i) No person shall tease, torment, annoy, abuse or injure any animal.
 - j) No person shall untie, loosen, or otherwise free an animal which is not in distress unless such person has the authorization of the owner.
 - k) No person shall interfere with, hinder or impede an Animal Control Officer or Peace Officer in the performance of any duty authorized by this Bylaw or provide information to an Animal Control Officer or Peace Officer with the intention to deceive or obstruct the Officer in the performance of his duty so authorized by this Bylaw.
 - l) Persons disposing of animal waste shall deposit the waste in a private or municipal disposal container and shall secure the waste/feces in a single plastic bag that will contain the waste/feces and this shall be sealed so as not to permit any drainage of liquid or spillage of solid matter.
 - (m) The owner of an animal or animals shall not allow the odour of animal feces on his/her property, or property within his/her care or control, to disturb, annoy or interfere with the enjoyment of neighbouring property by other persons.

SECTION 8 - ANIMAL FANCIER, ADOPTION LICENSE AND TEMPORARY LICENSE

8.0 The maximum number of animals that reside on a property shall be restricted to three (3) over the age of (6) months of age, except in the case where an owner possesses a valid and subsisting Animal Fancier and Adoption License. The maximum number of animals allowed on property, the owner of which holds a valid Animal Fancier and Adoption License, shall be restricted to the maximum of four (4) animals, or a lesser number of animals if so deemed suitable for the property by the Health Authority. In order to possess a fourth animal in a residence the applicant must have a valid Fancier and Adoption License for that individual animal and have filled out and submitted an application form.

- a) An owner wishing to operate under the authority of an Animal Fancier and Adoption License must apply annually by January 31 for an Animal Fancier and Adoption License, and shall submit an application to the Village of Longview. The applicant must be approved and receive the license prior to owning or harbouring or caring for any animals in excess of the normal maximum number allowed by this Bylaw.
- b) No holder of an Animal Fancier and Adoption License may harbour more than four (4) animals on the owner's property, excepting where a temporary license has been issued by the Village of Longview pursuant to Section.
- c) An owner must ensure that any animals in his care are provided with the care as required by Section 7 of this Bylaw.
- d) An application for an Animal Fancier and Adoption License shall include:
 - i. a non-refundable processing fee of \$100.00;
 - ii. name, address and telephone number of the applicant;
 - iii. the address at which the animals shall be kept, if different from that of the applicant;
 - iv. written approval from the legal owner of the property where the animals are to be kept, if the applicant is not the legal owner of the subject property;
 - v. the purpose of keeping the animals;
 - vi. the breed and sex of the animals to be kept;
 - vii. the type of facilities the animals are to be housed within;
 - viii. the methods and steps that will be taken by the applicant to minimize any noise and/or nuisance to the neighbourhood; and
 - ix. written documentation sent to the occupants of the properties adjacent to the property where the animals are to be kept, which must include any concerns or objections to the issuance of the applicant's license, subject to verification by the Municipality.

- x. a review of the application will be conducted by the Village of Longview Peace Officer or his/her designate and the Planning and Development Officer.
 - xi. once the application is approved, the applicant is responsible for the payment of the fee prescribed by this Bylaw.
 - xii. the final payment of the fee prescribed by Schedule A of this Bylaw, less the \$100 processing fee.
- e) The Animal Control Officer may hold any application until deficiencies with respect to any of the items required under Section 8(d) are corrected. The application will be rejected after 30 days if the deficiencies are not corrected and a re-application must be made when the deficiencies are corrected.
 - f) The Animal Fancier and Adoption License shall be issued upon approval and the payment of the fee specified in Schedule "A" of this Bylaw. Each animal owned under an Animal Fancier and Adoption License shall be separately licensed pursuant to Section 6 of this Bylaw.
 - g) Any holder of an Animal Fancier and Adoption License shall not permit or allow any of the animals being harboured or kept pursuant to the license to be in contravention of any section of this Bylaw except 7.0 b).
 - h) A Peace Officer or his/her designate may suspend or revoke an Animal Fancier and Adoption License if, in the opinion of an Animal Control Officer or Peace Officer, the noise and/or nuisance and/or other contraventions of this Bylaw created by the keeping of the subject animals are disturbing the peace of the neighbourhood or are causing a nuisance, provided that the subject complaints are recorded and documented.
 - i) The applicant/owner may appeal a refusal, suspension or a revocation of a license by the Peace Officer or his/her designate, to Village of Longview Council, provided that such appeal is submitted in writing to the Chief Administrative Officer within fourteen (14) days of the date of the subject Patrol Services' Decision. In the event of an appeal, Council shall set a date for the hearing of the appeal not later than thirty (30) days after the receipt of the Notice of Appeal.

SECTION 9 - TEMPORARY LICENSES

- 9.0 a) A resident may purchase a temporary animal license in the event they are temporarily caring for an animal for a specified length of time. This temporary license shall not exceed a period of thirty (30) days from the date of purchase. This temporary license may not be renewed on more than two (2) occasions, per calendar year, per resident. Any holder of a temporary license is bound by all provisions of this Bylaw, and may have the license cancelled at any time, based on the seriousness of a contravention of this Bylaw.

SECTION 10 - CONTROLLED CONFINEMENT AND SERIOUS WOUNDS

- 10.0 a) Where an animal bite results in a serious wound being inflicted; the owner shall promptly report the incident to Village of Longview Patrol Services, who shall report the incident to the Health Inspector of the Health Authority unless, at the officer's discretion, proper vaccination records can be obtained. The Health Inspector will advise the owner of the quarantine procedure. Patrol Services or the owner shall keep the animal in controlled confinement until the Health Inspector has authorized the release of the animal from controlled confinement. The decision to release the animal to the owner from controlled confinement is at the discretion of the Longview Peace Officer or his/her designate, who takes into account the risk to public safety, the severity of the injury caused by the animal, and the issue of liability should the animal be released back into the custody of the owner.
- b) An Animal Control Officer or Peace Officer may issue a Court Appearance Violation Ticket or a Summons requiring the owner of an animal alleged to have caused a serious wound to appear before the Provincial Court, if the officer believes it to be in the public interest. Upon application by the prosecutor, or upon the Court's own motion, the owner may be ordered by the Court, if the Court considers it is necessary to ensure the safety of humans and other animals, that pending the final disposition of the charges, the owner must:
- i. keep the animal in an enclosed and secured pen while outside on the owners property;
 - ii. keep the animal muzzled and restrained by a leash when the animal is off the owners property;
 - iii. post warning signs that a dangerous animal resides on the premises, on every entrance way to the subject property; or
 - iv. have the animal euthanized by a veterinarian and produce a document to the Animal Control Officer stating this was done.
- b.1) The owner of an animal that fails to comply with an Order of the Provincial Court, issued pursuant to Section 10.0(b) of this Bylaw, is guilty of an offence and liable to a fine of up to \$350.00 per day for each day of non-compliance.
- Where there is repeated or continuous non-compliance with such a Court Order, the Animal Control Officer is hereby authorized to attend the property where the subject animal is kept and seize and impound the subject animal, pending the further determination by the Court of the matter.
- c) Upon demand made by the Animal Control Officer, the owner shall forthwith surrender for quarantine any animal which has inflicted an animal bite on any person or any animal which the Animal Control Officer has reasonable and

probable grounds to suspect of having been exposed to rabies. The animal may be reclaimed by the owner if:

- i. the subject animal is adjudged free of rabies; and
- ii. upon payment of the subject confinement expenses; and
- iii. upon compliance with the licensing provisions of this Bylaw.

SECTION 11 - OWNER FAILS TO COMPLY WITH CONDITIONS

- 11.0 a) An Animal Control Officer may place specific conditions on an owner of an animal following a contravention of this Bylaw, or following the animals actions that occurred on or within private property. Upon the issuance of these conditions, the owner will be advised in writing, of the specific conditions that must be adhered to, should the owner wish to keep the animal within the Village of Longview. The issuance of any conditions shall be based on the following:
- i. the severity of the contravention of this Bylaw;
 - ii. the threat to public safety; and
 - iii. the actions taken by the Village, if any, to remedy any previous contravention of this Bylaw.
- b) Should an owner of an animal fail to comply with any conditions of ownership imposed pursuant to this section, the owner is guilty of an offence under this Bylaw, and shall be liable to:
- i. a fine in accordance with the provisions of Schedule "B" or Section 23 of this Bylaw;
 - ii. seizure of the animal, at the owners expense, until the Animal Control Officer is satisfied that all ownership conditions have been met by the owner; and/or
 - iii. an Order of the Court to remove the animal from the Village of Longview..
- c) Should the owner of an animal that was declared to be "Vicious" by the Court fail to comply with the conditions ordered by the Court, the owner is guilty of an offence under this Bylaw, and shall be liable to:
- i. a fine in accordance with the provisions of Schedule "B" or Section 23 of this Bylaw;
 - ii. seizure of the animal, at the owners expense, until the Animal Control Officer is satisfied that all the ownership conditions have been met by the owner; and/or
 - iii. an Order of the Court that the animal be removed from the Village of Longview.

SECTION 12 - CAT TRAPS

- 12.0 a) The Municipality is permitted to trap cats from the May long weekend to the Thanksgiving holiday.
- b) The Animal Control Officer, upon receiving a written complaint from a property owner or the occupant of a property regarding a cat running at large or causing damage to private property, may, with the consent of the property owner or the occupant, enter onto the property to set a public cat trap.
- c) The Animal Control Officer shall set the trap on the property, and will continually monitor the trap until the trap is removed.
- d) The property owner or occupant must immediately notify the Animal Control Officer when a cat has been secured in the trap.
- e) Only the Animal Control Officer can remove the cat from the trap.
- f) No person, except the Animal Control Officer shall be allowed to bait a trap, with food or any other item which may entice a cat to enter the trap.
- g) Any cat caught while using a cat trap will be impounded and held in accordance with Section 21 of this Bylaw.
- h) The Animal Control Officer is only responsible for the monitoring of traps that have been set by him/her and are owned by the Municipality.
- i) No person shall use any trap to capture a cat in the Village of Longview if such trap is capable of causing physical injury or death to a cat or any animal.

SECTION 13 - VICIOUS DOGS

- 13.0 The owner of a vicious dog shall ensure:
- a) That such dog does not:
- i. chase a person;
 - ii. injure a person;
 - iii. bite a person;
 - iv. chase other domestic animals, or
 - v. injure or bite other domestic animals.
- b) That such dog does not damage or destroy public or private property.
- c) That when such dog is on the property of the owner:
- i. either such dog is confined indoors and under the control of a person over the age of eighteen (18) years, or

- ii. when the dog is outdoors, it is in a locked pen or other structure constructed in accordance with the provisions of this section so as to prevent the escape of the vicious dog and capable of preventing the entry of any person not in control of the dog, or
 - iii. such dog is kept in accordance with the provisions of Section 13.0(d) while such dog is on the property of the owner, and outdoors;
 - iv. the locked pen or other structure shall have secure sides and a secure top, and if it has no bottom secured to the sides, the sides must be embedded in the ground to a minimum depth of thirty (30) centimeters;
 - v. the locked pen or other structure shall provide the vicious dog with shelter from the elements and be of the minimum dimensions of one and one-half (1.5) metres by three (3) metres and be a minimum one and one-half (1.5) metres in height;
 - vi. the locked pen or other structure shall not be within one (1) metre of the property line or within five (5) metres of a neighbouring dwelling unit.
 - d) That at all times, when off the property of the owner, including off-leash parks, such dog is securely:
 - i. muzzled; and
 - ii. harnessed or leashed on a lead which length shall not exceed one (1) metre in a manner that prevents it from chasing, injuring or biting other domestic animals or humans as well as preventing damage to public or private property; and
 - iii. under the control of a person over the age of eighteen (18) years, that is physically capable of controlling and restraining the dog.
 - e) That such dog is not running at large.
 - f) That every entrance way to the property where the vicious dog is kept is clearly posted with warning signs that a vicious dog resides on the premises.
- 13.1 a) The owner of a vicious dog shall:
- i) make application for a vicious dog license on or before the second day on which the Village Office is open for business after the dog has been declared as vicious;
 - ii) be over the age of eighteen (18) years;
 - iii) thereafter obtain the annual license for the vicious dog on such day specified in Section 6 of this Bylaw;
 - iv) notify the Animal Control Officer should the dog be sold, gifted, or transferred or deceased;
 - v) remain liable for the actions of the dog until formal notification of sale, gift or transfer is given to the Animal Control Officer; and

- vi) notify the Animal Control Officer if the dog is running at large.
 - b) The owner of a vicious dog shall ensure that the dog wears the current license tag purchased for that dog, when the dog is off the owner's property.
- 13.2 The owner of a vicious dog shall within three (3) days after the dog has been declared vicious have a licensed veterinarian tattoo or implant an electronic identification microchip in the animal and provide the copy of the information contained thereon to the Animal Control Officer in order that a license can be issued pursuant to Section 6 of this Bylaw.
- 13.3 The owner of any dog alleged to be vicious shall be provided notice of the hearing for the said determination by the Provincial Court at least ten (10) clear days before the date of the hearing.
- 13.4 Upon application, if it appears to the Court that the dog should be declared to be a vicious dog, the Court shall make an order in a summary way declaring the dog to be a vicious dog.

SECTION 14 - ANIMAL CONTROL AUTHORITY

- 14.0 a) An Animal Control Officer or his/her designate, Peace Officer or a member of the RCMP may capture and impound any animal:
- i) which is observed or found running at large; or
 - ii) which is required to be impounded pursuant to the provisions of any Statute of Canada or of the Province of Alberta, or any regulation made hereunder.
- b) An Animal Control Officer or his/her designate, Peace Officer or an RCMP Officer may enter onto the land surrounding any building in pursuit of any animal which has been observed running at large and may take such reasonable measures as necessary to subdue any animal which is at large, including the use of tranquilizer equipment and other capture devices.
- c) Longview Patrol Services, in consultation with the Village Council and the Development and Planning Officer, 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 in such areas indicating such designations.

SECTION 15 - IMPOUNDMENT OF ANIMALS

- 15.0 a) No unauthorized person shall remove or attempt to remove from an animal pound any animal impounded therein.

- b) No unauthorized person shall break open or assist in any manner, either directly or indirectly, in breaking open any animal pound established by the Municipality under the provisions of this Bylaw.

SECTION 16 - POUND OPERATIONS

- 16.0 a) The Municipality will determine the hours of operation for the municipal animal shelter, in order to facilitate the claiming of animals. These hours will attempt to accommodate the public or authorized agencies, however may vary depending on operational demands and the availability of the Animal Control Officer or his/her designate.
- a) The owner will be responsible for any impoundment fees including those that may accrue on Sundays and/or Statutory holidays. In addition, the Village reserves the right to double any impound fees for those owners, whose animal or animals had been impounded on more than one occasion, within a calendar year.
- b) If an owner is to claim an animal from the shelter, all applicable fees as set out in Schedule "A" must be paid at the Village Office prior to claiming the animal. The Village Office will accept the following for payment:
- i. cash;
 - ii. cheque; or
 - iii. debit card.
- c) If an owner is to claim an animal from the shelter, and the Village Office is not open to the public, the owner may present payment for all applicable fees to the Animal Control Officer prior to claiming the animal. The Animal Control Officer will only accept in payment the following:
- i. Exact cash; or
 - ii. certified cheque or money order.
- d) The Animal Control Officer or his/her designate will make a reasonable attempt to contact the owner of an impounded animal. However, should the animal remain unclaimed at the conclusion of a seventy-two (72) hour period and the animal has been released to the S.P.C.A. or any other animal welfare or adoption organization, the Municipality is no longer responsible for that animal or that organization's actions regarding that animal.

SECTION 17 - BEEKEEPING

17. a). An owner or occupier is permitted to keep bees on their property
- b) Owner or property must comply with the Alberta Bee Act, and any other applicable standards adopted by the Province of Alberta

- c) Bee keepers or persons on whose property bees are kept have a duty to take reasonable measures to ensure that:
 - i. The apicultural operation does not pose a safety risk to persons on an adjacent public or private property.
 - ii. The potential for damage to buildings and or property located on adjacent public or private property is minimized
- d) Any person who keeps bees has the duty to ensure the maintenance of the bees in such conditions as will reasonable prevent aggressive behaviour or swarming.
- e) Beekeepers require yearly license
- f) Beekeeping for personal use only
- g) Maximum number of hives is two (2)
- h) Must register with Alberta Agriculture, through the Provincial Apiculturist for Alberta
- i) Liability insurance required and be produced upon demand by a Bylaw Enforcement Officer.
- j) Within Village boundaries approved license requires and renewed yearly
- k) Each beekeeper must complete beekeeping course from accepted organization/association
- l) Immediate neighbours must be notified by applicant that hives are present
- m) Take appropriate steps to ensure bear proofing of hives

SECTION 18 - OWNERSHIP OF LIVESTOCK

- 18.0 a) Livestock is only permitted on lands compliant with all sections set forth in the Villages Land Use Bylaw or by the Chief Administrative Officer.
- b) This Section does not apply to any livestock that is to appear that day, in a municipally sanctioned event or parade.
- c) The Village reserves the right to allow livestock in Village, only by order or Council or the Chief Administrative Officer or by his or her designate.
- d) The owners of livestock temporarily entering the Village of Longview must obtain all necessary Municipal and Provincial permits.

SECTION 19 - OBSTRUCTION

- 19.0 No person, whether or not he/she is the owner of an animal which is being or has been pursued or captured, shall:

- (a) Interfere with or attempt to obstruct an Animal Control Officer, RCMP Officer or Peace Officer who is attempting to capture or who has captured an animal which is subject to being impounded pursuant to the provisions of the Bylaw.
- (b) Induce the animal to enter a house or other place where it may be safe from capture or otherwise assist the animal to escape capture.
- (c) Falsely represent themselves as being in charge or control of an animal so as to establish that the animal is not running at large.
- (d) Unlock or unlatch or otherwise open the vehicle used in controlling or transporting the said animal so as to allow or attempt to allow any animal to escape therefrom.

SECTION 20 - VIOLATION TAGS AND PENALTIES IN LIEU OF PROSECUTION

- 20.0
- a) Any person who contravenes any provision of this Bylaw is guilty of an offence and is liable to a penalty in lieu of prosecution, as set out in Schedule “B” of this Bylaw.
 - b) Where an Animal Control Officer reasonably believes that a person has contravened any provision of this Bylaw, he may serve upon such person a Violation Tag as provided by this Section, either personally on the person or by leaving it for the person at his/her residence with a person on the premises who appears to be at least eighteen (18) years of age, or by regular mail and such service shall be deemed adequate for the purpose of this Bylaw.
 - c) A Violation Tag shall be in such a form as determined by the Municipality and shall state the Section of the Bylaw which was contravened and the amount of the penalty as provided for in Schedule “B” of this Bylaw that will be accepted by the Municipality in lieu of prosecution.
 - d) Contained on Schedule “B”, Column “A” identifies the minimum fine specified for that offence under this Bylaw by the Municipality. Column “B” identifies the maximum fine amount specified for that offence under this Bylaw, by the Municipality.
 - e) The Municipality, in lieu of issuing the maximum fine for a specific offence under this Bylaw, may compel the owner to court, and the fine determined by the Provincial Court of Alberta.
 - f) Notwithstanding Section 19.0 (c) of this Bylaw, any person who commits the same offence twice or more times within a one (1) year period is liable to a penalty in lieu of prosecution which doubles the penalty amount set out in Schedule “B” of this Bylaw.
 - g) Notwithstanding the provisions of this Section, a person to whom a Violation Tag has been issued may exercise his/her right to defend any alleged violation of any provision of this Bylaw.

SECTION 21 - MISCELLANEOUS

- 21.0 a) This Bylaw shall not apply to animals kept inside any veterinary clinic for the purpose of receiving medical attention, or being securely transported within a motor vehicle to or from a veterinary clinic.
- b) An animal owner or license applicant is responsible for and is not excused from ascertaining and complying with the requirements of any Federal, Provincial or other Municipal legislation, including the Municipality's Land Use Bylaw. Where the keeping of the animals would not comply with any Federal, Provincial or other Municipal legislation, the Animal Control Officer may refuse to issue or may revoke a license.
- c) No person shall bait, feed, or take any actions that may attract feral or wild animals, whether on private or public property, excepting the use of bird feeders, which is allowed on the condition that they are set out at a height that is only accessible to birds.
- d) No owner shall abandon an animal by failing to claim the animal at a veterinary clinic, a licensed animal care organization or the Municipal pound.
- e) No owner, tenant, or occupant of a property, whether public or private, shall permit or allow any deceased animal to be visible to the public, or allow it to decompose and become a possible risk to public health, a nuisance, or an interference with the peaceful enjoyment of private or public property by others.

SECTION 22 - ADOPTION OR DESTRUCTION

- 22.0 a) Any veterinary surgeon, being properly and fully qualified as required by the Province of Alberta, may destroy any animal delivered to the veterinarian after injury to the animal, providing the said injury is determined by the veterinarian to be of such serious nature, based upon his or her professional opinion, that the animal must be destroyed immediately. Such costs of destruction may be billed to the Village, and the Village is at liberty to take all steps considered necessary to recover such costs from the owner of the animal.
- b) The costs of the humane destruction of an animal, whether such destruction is ordered by the Court or is consented to by the animal's owner or the owner's designate, is solely the responsibility of the owner or the owner's designate.
- c) Apprehended animals will be retained in the animal shelter for 72 hours (including weekends and holidays), unless the owner of the animal reclaims the animal or makes satisfactory arrangements with the Village for the further retention of the animal. In the event the 72 hour holding period has expired and the owner has failed to make arrangements to extend the impound period, the Village will make every effort to transfer custody of the animal to a "no-kill" facility or animal adoption agency.

- d) All animals over which the Animal Control Officer has the power to have adopted or destroyed, pursuant to this Bylaw, become the property of the Village, and may be so disposed of in any manner provided for under this Bylaw. Where it is necessary, in the opinion of a qualified veterinarian, to have an animal destroyed, the animal shall be destroyed in a humane manner.
- e) The Animal Control Officer or his/her designate may retain an animal for a longer period than provided for in subsection (c), if in his opinion the circumstances warrant the expense.
- f) The adopting recipient of an animal from the animal shelter, pursuant to the provisions of this Section, shall obtain full right and title to it, and the right and title of the former owner shall cease thereupon.
- g) All or any monies received for licensing, impoundment fees, veterinary services or sale of an animal become part of the general revenue of the Village and shall be deposited at the Municipal Office.

SECTION 23 - GENERAL PENALTY SECTION

- 23.0 a) Any person who contravenes any provision of this Bylaw is guilty of an offence and is liable on summary conviction to a fine of not more than TEN THOUSAND (\$10,000.00) DOLLARS and not less than SEVENTY-FIVE (\$75.00) DOLLARS and in default of payment is liable to imprisonment for a term not exceeding ONE(1) YEAR.
- b) Notwithstanding Section 23.0 of this Bylaw, the minimum fine on summary conviction in respect to a contravention of Section 13 of this Bylaw (Vicious Dogs) shall be THREE HUNDRED FIFTY (\$350.00) DOLLARS.
- c) The levying and payment of any penalty, or the imprisonment for any period as provided for in this Bylaw shall not relieve a person from the necessity of paying any fees, charges or costs for which that person is liable under the provisions of this Bylaw.
- d) Upon convicting a person of an offence under this Bylaw, a Provincial Court Judge or Justice, in addition to the penalties provided for in this Bylaw may, if the offence is considered to be sufficiently serious, direct or order the person convicted of the offence to:
- i. take specific measures to stop the animal from doing the subject mischief or causing the disturbance or nuisance complained of;
 - ii. have the animal removed from the Village of Longview; or
 - iii. have the animal humanely destroyed.
- e) A provincial court judge or justice, after entering a conviction against the owner of the dog for an offence under this Bylaw may, in addition to any other penalties

imposed or orders made, and without further notice or hearing, declare the subject dog to be a vicious dog as defined by this Bylaw.

SECTION 24 - ENFORCEMENT PROCEDURES AND SPECIFIED PENALTIES

24.0 Where an Animal Control Officer/Bylaw Enforcement Officer/Peace Officer believes that a person has contravened any provision of this Bylaw, he may serve upon such person a Violation Ticket in accordance with Part 2 of the *Provincial Offences Procedure Act, R.S.A. 2000, c.P-34*. The Violation Ticket will indicate the specified penalty payable in respect of the offence, or may require the accused to make a court appearance, where the issuing Officer believes it is in the public interest to require same.

- a) The specified penalty payable in respect of a contravention of a provision of this Bylaw is the amount provided for in Schedule "B" of this Bylaw in respect of that provision.
- b) Where any person contravenes the same provision of this Bylaw twice within one TWELVE (12) month period, the specified penalty payable in respect of the second such contravention shall be double the amount provided for in Schedule "B" of this Bylaw.
- c) Where any person contravenes the same provision of this Bylaw three times within one TWELVE (12) month period, the specified penalty payable in respect of the third such contravention shall be triple the amount provided for in Schedule "B" of this Bylaw.
- d) Where any person contravenes the same provision of this Bylaw four or more times within an EIGHTEEN (18) month period, the penalty payable in respect of the fourth or subsequent such contravention shall be determined by a Provincial Court Justice, and shall not be less than three times the amount provided for in Schedule "B" of this Bylaw.
- e) A person who has been issued a Bylaw Violation Tag, pursuant to Section 19 of this Bylaw, in respect of a contravention of a provision of this Bylaw, and who has fully paid the penalty as indicated to the Village within the time allowed for payment, shall not be liable to prosecution for the subject contravention.

SECTION 25 - GENERAL AND COMING INTO FORCE

- 25.0
- a) Whenever the singular and female gender is used in this Bylaw, the same shall include the plural, masculine and neutral gender whenever the context so requires.
 - b) The Village is not required to enforce this Bylaw. In determining whether to enforce this Bylaw, the Village may take into account any practical concerns, including the available budget and personnel resources.

- c) No action for damages shall be taken or allowed against the Village or any person acting in good faith under the authority of this Bylaw in respect of the destruction, sale or other disposal of any animal impounded pursuant to this Bylaw.
- d) It is the intention of the Council of the Village of Longview that all offences created pursuant to this Bylaw be construed and considered as being Strict Liability Offences.
- e) It is the intention of the Council of the Village of Longview that each section of this Bylaw should be considered as being separate and severable from all other sections. Should any section or part of this Bylaw be found to have been improperly enacted, then such section or part shall be regarded as being severable from the rest of this Bylaw and that the Bylaw remaining after such severance shall be effective and enforceable.
- f) This Bylaw shall come into effect upon third reading, and Bylaw No.08-937, is hereby repealed upon this Bylaw coming into effect.

READ A FIRST TIME this 13th day of June A.D. 2017

Mayor

Chief Administrative Officer

READ A SECOND TIME this _____ day of _____ A.D. 2017

Mayor

Chief Administrative Officer

READ A THIRD AND FINAL TIME this _____ day of _____ A.D. 2017

Mayor

Chief Administrative Officer

**Village of Longview
 BYLAW 403-17 ANIMAL CONTROL
 SCHEDULE A: FEES
 (Effective June 13, 2017)**

Animal	Annual Fee	
	January 1-31 or New Resident or New Dog Rate	Feb 1 - Dec 31
Note: Dog/Cat refers to animals over the age of 6 months		

First Dog per residence:		
Spayed/Neutered (altered)	\$15.00	\$40.00
Unspayed/Unaltered	\$55.00	\$80.00
Second and Third Dog per residence:		
Spayed/Neutered(altered)	\$20.00	\$45.00
Unspayed/Unaltered	\$60.00	\$85.00

First Cat per residence:		
Spayed/Neutered (altered)	\$5.00	\$20.00
Unspayed/Unaltered	\$45.00	\$60.00
Second and Third Cat per residence:		
Spayed/Neutered (altered)	\$7.50	\$22.50
Unspayed/Unaltered	\$55.00	\$70.00

Animal Fancier and Adoption License (restricted to the maximum of four (4) animals)		
Spayed/Neutered (altered)	\$200.00	\$350.00
Unspayed/Unaltered	\$250.00	\$400.00
Seeing Eye/Guide Dog	Fee exempt	Fee exempt
Replacement Tag	\$5.00	\$5.00
Other:		
Impound fees (per day or portion thereof)		\$ 75.00/day
Impound fees (Impoundment of dangerous, vicious or aggressive dogs)		\$300.00
Veterinary fees		As incurred
Beekeeping License		\$40.00

**Village of Longview
 BYLAW 403-17 ANIMAL CONTROL
 SCHEDULE "B"
 PENALTIES**

***Column A indicates penalties in lieu of prosecution.**

***Column B indicates specified penalties for violation tickets issued pursuant to this Bylaw.**

SECTION	OFFENCE	"A"	"B"
Sec 4(a)	Allow animal to bite person	\$350.00	\$500.00
Sec 4(b)	Own animal that caused injury to a person	\$200.00	\$300.00
Sec 4 (c)	Allow animal to chase/threaten another	\$200.00	\$300.00
Sec 4(d)	Allow dog to bite/bark at, or chase stock/bicycles /automobiles or other vehicles	\$150.00	\$250.00
Sec 4(e)	Allow animal to bark/howl or otherwise disturb others	\$200.00	\$400.00
Sec 4(f)	Allow animal to cause damage/injure or kill another animal or wildlife	\$300.00	\$500.00
Sec 4(g)	Allow animal to upset waste receptacle/scatter waste on public/private property	\$150.00	\$300.00
Sec 4.1(a)	Allow animal to run at large	\$200.00	\$300.00
Sec 4.1(b)	Fail to license animal	\$200.00	\$300.00
Sec 4.1(c)	Fail to keep animal in season from attracting other animals	\$200.00	\$300.00
Sec 5(a)	Permit diseased animal in public place	\$300.00	\$500.00
Sec 5(b)	Fail to keep diseased animal from disease-free animals	\$300.00	\$500.00
Sec 5(c)	Fail to secure diseased animal	\$300.00	\$500.00
Sec 5 (d)	Fail to report diseased animal	\$300.00	\$500.00

	OFFENCE		
SECTION	ANIMAL LICENSING	“A”	“B”
Sec 6 (d)	Provide false information for animal license	\$200.00	\$300.00
Sec 6 (f)	Animal fail to wear license	\$75.00	\$200.00
Sec 7 (a)(i)	Fail to ensure animal has adequate food/water	\$300.00	\$500.00
Sec 7(a)(ii)	Fail to provide adequate care for sick/wounded animal	\$500.00	\$1,000.00
Sec 7(a)(iii)	Fail to provide adequate protection from heat/cold	\$500.00	\$1,000.00
Sec 7(a)(iv)	Fail to provide adequate shelter/ventilation/space for animal	\$300.00	\$500.00
Sec 7(b)	Harbour more than three (3) animals	\$200.00	\$400.00
Sec 7(c)	Fail to control animal in designated off-leash area	\$200.00	\$300.00
Sec 7(f)	Allow animal to damage public/private property	\$200.00	\$350.00
Sec 7(g)	Allow animal in area that prohibits animals	\$150.00	\$300.00
Sec 7(h)	Fail to clean up after animal	\$150.00	\$200.00
Sec 7(i)	Torment/tease/annoy/abuse/injure animal	\$300.00	\$500.00
Sec 7(j)	Untie/loosen or free animal which is not in distress	\$200.00	\$300.00
Sec 7(k)	Interfere/hinder/impede or obstruct an Animal Control Officer	\$300.00	\$500.00
Sec 7(l)	Fail to properly dispose of animal waste	\$100.00	\$200.00
Sec 7(m)	Allow fecal odor to prevent the enjoyment of property	\$250.00	\$500.00

	OFFENCE		
	ANIMAL FANCIERS/ADOPTION	A	B
Sec 8(a)	Fail to apply for Fancier/Adoption License	\$300.00	\$500.00
Sec 8(b)	Exceed # of animals under Fancier License	\$300.00	\$500.00
Sec 8.1	Fail to purchase Temporary License	\$100.00	\$300.00
	FAIL TO COMPLY		
Sec 11(b)&(c)	Fail to comply with conditions	\$500.00	\$1000.00
	VICIOUS DOGS		
Sec 13(a)(i)	Vicious dog chase person	\$300.00	\$500.00
Sec 13(a)(ii)	Vicious dog injure person	\$2,500.00	\$5,000.00
Sec 13(a)(iii)	Vicious dog bite person	\$1000.00	\$2,000.00
Sec 13(a)(iv)	Vicious dog chase domestic animals	\$300.00	\$500.00
Sec 13(a)(v)	Vicious dog injure/bite domestic animal	\$500.00	\$1000.00
Sec 13(b)	Vicious dog destroy public/private property	\$200.00	\$300.00
Sec 13(c) (i, ii,iii,iv,v,vi)	Fail to contain/control Vicious dog	\$2,500.00	\$5,000.00
Sec 13(d) (i, ii,iii,)	Fail to muzzle/harnessed/leashed Vicious dog, when off property	\$2,500.00	\$5,000.00
Sec 13(e)	Vicious dog run at large	\$500.00	\$1,000.00
Sec 13 (f)	Fail to properly sign property of vicious dog	\$200.00	\$300.00
Sec 13.1(a) (i, ii, iii)	Fail to renew/obtain Vicious dog license as required	\$300.00	\$500.00

	OFFENCE		
	OTHER CHARGES	A	B
Sec 13.1(a) (iv, vi)	Fail to notify ACO if dog is sold/gifted/deceased or at large	\$200.00	\$300.00
Sec 13.1(b)	Vicious dog fail to wear license	\$300.00	\$500.00
Sec 13(2)	Fail to tattoo/microchip vicious dog	\$300.00	\$500.00
	IMPOUND OF ANIMALS		
Sec 15 (a)	Unauthorized person attempt/remove animal	\$500.00	\$1,000.00
Sec 15(b)	Unauthorized person break in/assist in to pound	\$500.00	\$1,000.00
	LIVESTOCK		
Sec 17(a)	Keep livestock while unauthorized	\$300.00	\$500.00
	OBSTRUCTION		
Sec 18 (a,b,c,d,)	Interfere/obstruct/harbor animal to avoid capture, give false owner information, unlock/free from vehicle	\$200.00	\$400.00
Sec 20(c)	Bait/feed/attempt to attract feral animals	\$200.00	\$400.00
Sec 20 (d)	Abandon animal	\$400.00	\$1,000.00
Sec 20 (e)	Permit deceased animal on property	\$500.00	\$750.00

LONGVIEW COMMUNITY HALL POLICY – DRAFT – 6

Available in the Hall:

Lower-floor: includes tables/chairs stored on lower floor, use of kitchen if requested

Upper-floor: includes use of small kitchen/bar area (includes fridge/sink), stereo, tables/chairs stored in back storage room, use of lower kitchen if requested

Lower floor commercial kitchen – requests for usage to be made upon booking

RENTAL TERMS:

1.0 ALL USERS: - the following pertains to all bookings

1.1 Sign a Hall Rental Agreement outlining the booking request, fees, cleaning and User responsibilities.

1.2 If the post-event inspection comes back with any damage or extra cleaning required the User will be responsible for covering the cost of damages and extra cleaning

1.3 Proof of \$2 million liability insurance required 1 week prior to booking showing the Village of Longview as an additional insured party.

1.4 Keys a. Short-term bookings (1 day or less) – keys to be returned to Village office no more than 48hrs after event, unless prior arrangements have been made with Office Administrator.

b. Long-term bookings (multiple days/multiple months) – keys to be returned to Village office no more than 48hrs after last event day, unless prior arrangements have been made with Office Administrator.

1.5 Long-term bookings must get approval from Administration to enter the Community Hall during hours outside of their booking. This is to ensure that users are not coming and going during other booked events. It is also to ensure Administration knows who is coming and going in the hall.

1.6 Rental terms limited to 12month bookings. Re-application must occur every 12 months.

1.7 If renter wishes to have alcoholic beverages, a liquor license is to be obtained and provided to the village office a minimum of 3 days prior to the event.

1.8 ***There will be no charge for funerals or Celebrations of Life events booked by Community Residents for a family member or a member of a local Not-for-Profit group***

2. Longview & Area Not-for-Profit Groups

As decided by Council local not-for-profit groups will be granted use of the Community Hall at no dollar rental fee.

- 2.1** Pre-book meetings and events in a co-operative and collaborative manner. Bookings to be made with the understanding that the hall may experience double bookings. If this happens each booking will be designated a floor (upper or lower). At time of booking please indicate if use of the kitchen is required. All bookings are on a first-come-first-serve basis.
- 2.2** Groups with accessibility requirements will be given the upper floor booking priority. Such needs are to be respected by other Community Hall bookings if a double booking occurs.
- 2.3** Follow all points under 1.0 Users
- 2.4** Special Village OR Paying Users events will take priority over bookings from time to time. Ample notice will be provided to the originally booked group.
- 2.5** To ensure a booking time, local not-for-profit groups will need to become paying users to secure the Community Hall booking time.

3. Community Residents

Council recognizes “Community Residents” to include people living in the municipal boundaries of the Village of Longview and people that live in the immediate area surrounding the municipality.

The Village of Longview understands that we have people that contribute to the Village in many ways that live outside of the municipal boundaries. We would like to extend the same Community Hall options and fee rates to these surrounding neighbours as those living within the municipal boundaries to say thanks for their contributions to the village. Please refer to Appendix A “Village of Longview & Area Map”. These boundaries are an estimation of how far the Village would like to extend the privilege of Community Resident designation. Final determination of Community Resident designation will be made by Administration.

- 3.1** Follow all points under 1.0 Users
- 3.2 FEES** – See Appendix B Summary of Requirements and Fees and ByLaw 453-22 Fees and Fines

4. Non-Residents – all groups and individuals that do not live in the Village of Longview and are not considered “Community Residents” can rent the Community Hall on the following terms:

- 4.1** Follow all points under 1.0 Users
- 4.2 FEES** – See Appendix B Summary of Requirements and Fees and ByLaw 453-22 Fees and Fine

5. Licensed Businesses – any businesses with a valid business licence in the Village of Longview may rent the Community Hall.

5.1 Follow all points under 1.0 Users

5.2 FEES - See Appendix B Summary of Requirements and Fees and ByLaw 453-22 Fees and Fines

Storage Space -for any long-term multiple booking Users.

The Village understands that with long-term bookings there may be supplies that would be easier to leave in the hall for the duration of the long-term booking. As storage space is limited, Administration will do it's best to accommodate everyone.

- all Renters must ask Administration for permission to store items in the Community Hall
- the Village is not responsible for any lost/stolen/damaged items
- users are asked to respect other users' property kept in the main floor storage area. Do not rearrange items. Please report any storage issues to administration

Storage Areas:

Upper floor Storage Closet

Will be used as a locked storage space for Village of Longview Property only.

If you require a locked storage space, please contact Administration to discuss your needs and if any space is available. Locked storage space is limited.

Upper floor Main Storage area – not locked

- This area contains the tables/chairs for upper floor events. There is limited floor and shelf space for users to store their items
- designated areas will be given to each user on a need be basis. If users storage needs change please discuss these changes with administration prior to moving items in the storage room.
- It is the responsibility of all users to ensure Village chairs/tables/large equipment is stored as directed by signage
- All doors and pathways to exits be keep free and clear.

Penalties for not adhering to Rental Terms or Storage Space Terms:

Users that are permitted to use the hall for free:

1st Offence – Users will be charged “Community Resident” fees for every Community Hall usage for 3 months. After this time the users will revert to be allowed to book the hall for free

2nd Offence –Users will be charged “Community Resident” fees for every Community Hall usage for 12 months. After this time users will be allowed to book the hall for free.

3rd Offence – Users will be charges applicable “Community Resident” or “Non-Resident” fees for all subsequent bookings with complete loss of free usage.

All paying users:

1st Offence – no bookings allowed for a 3 month period

2nd Offence – no bookings permitted for 12 month period

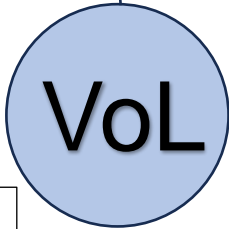
3rd Offence – permanently banned from use of the Community Hall.

Appendix A

Village of Longview and Area Map



North Boundary: - along Highway 22
530th Ave (Foothills Truck)



West Boundary: - along Highway 541
218th (Fireguard Coulee)

East Boundary: - along Coal Trail
96th St (Poffenroth's)

South Boundary: - along Highway 22
Highway 618 (Jaworski's)

Appendix B Summary of Requirements and Fees

USER →	LONGVIEW & AREA (L&A) NON-PROFIT	COMMUNITY RESIDENTS	NON- RESIDENTS	LICENSED BUSINESSES	COMMENTS
Pre booking required	YES	YES	YES	YES	L&A Non-profit groups are required to co-operate with each other to assist in fitting in all requests in the schedule
Rental Fee 3hrs or less	FREE	\$30.00	\$75	\$30.00	Kitchen rental not included. If kitchen is required rental is additional \$100.00. Exceptions: approved non-profit
Full Day Rental	FREE	\$100.00	\$300.00	\$100.00	Includes use of kitchen
Funerals/Celebrations of Life	FREE	FREE	\$75.00 per 3hr event or less	FREE	Community Resident includes residents identified in Appedix A
Proof of Insurance with Village of Longview as added party required before event	YES	YES	YES	YES	
Copy of liquor license required before event	YES	YES	YES	YES	
Cleaning fee/damage repairs	For all Users: if damage to hall property occurs or extra cleaning is required after the event the User will be responsible for covering these extra costs				

Longview Community Hall Rental Agreement

Applicant Information		
Organization / Event Name:		
Applicant Name:		
Event Date:	Event Time:	
Event Type:		
Mailing Address:	Town/City:	Postal Code:
Phone:	Alternate Phone:	
Email:		
Facility Use		
Portions of the Hall you wish to rent (check all that apply): <input type="checkbox"/> Upper Floor <input type="checkbox"/> Lower Floor <input type="checkbox"/> Kitchen (lower floor)		
Expected Attendance (including performers, catering staff, and organizers):		
Catering		
Will you be offering food & beverage service? (check applicable). <input type="checkbox"/> YES <input type="checkbox"/> NO		
If yes, please indicate who will be catering the event (check applicable). <input type="checkbox"/> Personal. <input type="checkbox"/> Caterer		
Caterer Name:		
Rental Fees – according to Fines & Fees Schedule		
*Full Hall:		
*Upper Floor:		
*Lower Floor:		
*Lower Kitchen:		
Damage Deposit:		
Proof of Insurance:		
Other:		
GST (applicable to * amounts):		
Total:		
Payable by cash, debit, cheque (made out to “Village of Longview) or etransfer to: info@village.longview.ab.ca		
Agreement		
I, the undersigned, have read and understand the terms and conditions listed in the attached Policy, Agreement and Cleaning Responsibilities to the best of my knowledge, the information provided is complete and factual. I understand that if any of the information is fraudulent, or if I have withheld any relevant event details, it will be grounds for cancellation of the Agreement.		
Applicant Signature:	Date:	
Village of Longview Administrator:	Date:	
Internal Use Only		
Fee Paid:	Date Received:	
Receipt Number:	Deposit:	
Balance of Rental Due:	Remaining Balance Due Date:	

Revised: September 20, 2023

Village of Longview Community Hall

Cleaning/User Responsibilities

Cleaning:

It is the responsibility of the Renter to leave the hall in the condition it was received and in the same orderly and clean fashion as it was prior to rental.

1. Clean any new snow from steps prior to function to aid in keeping the hall floors clean.
2. Tables and chairs are not to be dragged across the floor. A dolly is available for chairs.
3. Existing signage must remain in their current locations.
4. Decorations may ONLY be hung by masking tape or painter's tape.
5. Straw bales are not permitted.
6. All Fire Exits must be kept clear.
7. Tables and or chairs are not to be taken outside the building.
8. Remove all decorations and renters' equipment at the end of function.
9. The tables and chairs are to be returned to the back storage area. Tables to be thoroughly cleaned and all tape removed before stacking.
10. Sweep or vacuum all floors as necessary. Cleaning equipment provided on each floor.
11. All spills are to be mopped up at time of spill to avoid damage to the floor and to prevent injury.
12. All dishes are to be cleaned and put away in same location as found. Top of stove is to be thoroughly cleaned and all spills removed. Kitchen counters are to be wiped off.
13. Coffee urns and thermos to be cleaned and lids left ajar.
14. TURN OFF kitchen appliances and Main Gas valve if the stove/oven/warming table have been used.
15. Leave used towels and dish cloths in container provided in lower kitchen.
16. ALL GARBAGE must be removed and put in the Rubbermaid container outside-located next to the stairs in front of Hall.
17. Turn off lights and fans
18. Set thermostat to 17 degrees.
19. All windows and doors must be closed and locked. If front double doors do not stay closed and locked from outside, ensure the small button on the inside of the top north door is pushed in. Do not remove window screens.

User:

1. Fees defined in Fee & Fine Schedule
2. Keys to be returned to Village Office no more than 48hrs after the event unless prior arrangements have been made with Office Administration. Lost keys to be reported immediately.
3. Must get approval from Administration to enter the Community Hall during hours outside of their booking.
4. Rental terms limited to a 12-month booking period. Re-application must occur every 12-months.
5. Damage deposits to be paid according to hall rental. To be refunded after the booking and completion of post-event inspection by administration.
6. Obtain and provide liability insurance naming the Village of Longview as an additional insured party. Provide to Administration 1 week prior to booking.
7. Obtain a liquor license if needed. Provide to Administration prior to booking.
8. All equipment to be used with care and attention. Any damage or loss of inventory will be charged back to the User. Any damage done to the building will be charged back to the User.

BREAKER BOX: Located in foyer and lower-floor washroom hallway.

MAIN WATER SHUT OFF: Located in the cupboard in the lower lady's washroom.

Longview Community Hall RENTAL AGREEMENT

NAME OF GROUP/PERSON: _____ DATE: _____

ADDRESS: _____ EMAIL: _____

POSTAL CODE: _____ PHONE (Home): _____

(Cell): _____

MAIN CONTACT PERSON: _____

TYPE OF FUNCTION: _____

DATE(S) OF FUNCTION: _____ TIME IN: _____ TIME OUT: _____

USE OF KITCHEN REQUIRED: YES NO

ALCOHOL TO BE SERVED: YES NO

LIQUOR LICENCE PROVIDED: YES INSURANCE PROVIDED: YES

NOTE: RENTER IS RESPONSIBLE, UNDER PROVINCIAL LAW, FOR OBTAINING AND PROVIDING COPIES OF LIQUOR PERMIT & LIABILITY INSURANCE, PRIOR TO EVENT DATE.

SECURITY: RENTER IS RESPONSIBLE FOR ALL GUESTS

CLEANING/DAMAGE CHARGES: IF DAMAGES OR EXTRA CLEANING ARE IDENTIFIED AFTER ANY EVENT DATE THE COST OF REPAIRS/EXTRA CLEANING WILLM BE CHARGED TO THE USER.

HALL RENTAL \$ _____

KITCHEN RENTAL \$ _____

TOTAL: \$ _____

FEES	COMMUNITY RESIDENT	NON- RESIDENT	LICENSED BUSINESSES
LOCAL NON-PROFIT GROUPS NO CHARGE			
3hrs or less (no kitchen)	\$30.00	\$75.00	\$30.00
ADD Kitchen Use	\$50.00	\$100.00	\$100.00
Full Day (includes kitchen)	\$100.00	\$300.00	\$100.00
FUNERAL/CELEBRATIONS OF LIFE	N/C	\$75.00	N/C

Signing of this agreement shall indicate acceptance of the above fees and to the terms set out under the accompanying 'Conditions of Rental'.

Per: _____
(Office Administration)

Renter: _____

Village of Longview Community Hall

Conditions of Rental

Cleaning:

It is the responsibility of the Renter to leave the hall in the condition it was received and in the same orderly and clean fashion as it was prior to rental.

1. Clean any new snow from steps prior to function to aid in keeping the hall floors clean.
2. Tables and chairs are not to be dragged across the floor. A dolly is available for chairs.
3. Existing signage must remain in their current locations.
4. Decorations may ONLY be hung by masking tape or painter's tape.
5. Straw bales are not permitted.
6. All Fire Exits must be kept clear.
7. Tables and or chairs are not to be taken outside the building.
8. Remove all decorations and renters' equipment at the end of function.
9. The tables and chairs are to be returned to the back storage area. Tables to be thoroughly cleaned and all tape removed before stacking.
10. Sweep or vacuum all floors as necessary. Cleaning equipment provided on each floor.
11. All spills are to be mopped up at time of spill to avoid damage to the floor and to prevent injury.
12. All dishes are to be cleaned and put away in same location as found. Top of stove is to be thoroughly cleaned and all spills removed. Kitchen counters are to be wiped off.
13. Coffee urns and thermos to be cleaned and lids left ajar.
14. TURN OFF kitchen appliances and Main Gas valve if the stove/oven/warming table have been used.
15. Leave used towels and dish cloths in container provided in lower kitchen.
16. ALL GARBAGE must be removed and put in the Rubbermaid container outside-located next to the stairs in front of Hall.
17. Turn off lights and fans
18. Set thermostat to 17 degrees.
19. All windows and doors must be closed and locked. If front double doors do not stay closed and locked from outside, ensure the small button on the inside of the top north door is pushed in. Do not remove window screens.

User:

1. Fees defined in Hall Policy Appendix B
2. Keys to be returned to Village Office no more than 48hrs after the event unless prior arrangements have been made with Office Administration. Lost keys to be reported immediately.
3. Must get approval from Administration to enter the Community Hall during hours outside of their booking.
4. Rental terms limited to a 12-month booking period. Re-application must occur every 12-months.
5. Users required to obtain and provide liability insurance naming the Village of Longview as an additional insured party. Provide to Administration 1 week prior to booking.
6. Obtain a liquor license if needed. Provide to Administration prior to booking.
7. All equipment to be used with care and attention. Any damage or loss of inventory will be charged back to the User. Any damage done to the building will be charged back to the User.
8. If extra cleaning is needed after the event Users will be charged for the extra cleaning costs.

BREAKER BOX: Located in foyer and lower-floor washroom hallway.

MAIN WATER SHUT OFF: Located in the cupboard in the lower lady's washroom.

Longview Campground Cookhouse Policy - DRAFT

History: The Cookhouse is a building built in 2022 located in the Longview Tales 'N Trails Campground. The building of this cookhouse was a joint venture with the Village of Longview and the Longview and District Recreational Board. Longview campground is a gathering place for locals and travellers that enjoy the camping experience, the local skate park, ice rink, the annual Christmas lights display. The desire for this cookhouse was to create a safe, warm space for people to gather that is protected from the weather that encourages community and togetherness.

1.0 Building Capacity:

Non-fixed tables and seating = 49 people

Standing only = 128

Dining, beverage, cafeteria = 43

2.0 Cookhouse to be stocked with:

- Broom & dustpan
- Garbage bin with bags
- Cloths
- Wire brush to clean top of stove
- Fire extinguisher – checked per regulations
- User Do's & Don'ts Poster (laminated and hung in cookhouse)
- Emergency Contact numbers
- Standing jug of water to put wood stove out (?)
- Poster explaining how to properly extinguish a wood stove fire

3.0 Insurance:

As this building is on Village of Longview property it will be covered by the municipalities General Liability with values of \$274,000 for the building and \$7,000 for contents

-for clarification I would like to include how/or not if people injure themselves in the cookhouse if the municipality is liable or has insurance for this?

4.0 Users:

- Open to all
- Hours 10am-9pm
 - Summer (May – September): 7 days a week
 - Winter (October-February): Thursday – Sunday
 - Closed March-April – no ice rink, no camping, muddy, give chance for grass to grow, give monthly volunteers a break

– to be opened and locked by ___?___ (my suggestion would be a rotating person responsible for opening/locking/cleaning – perhaps monthly between Rec Board members and Village Public Works/Council)

- No alcohol permitted (Peace Officers would have to include in their patrol of Longview – is this possible? Extra cost to village?)
- No dogs allowed inside the building (unsure how this would be monitored)
- Tables must remain in the building
- Users responsible for cleaning before leaving – sweep, put all garbage in provided receptacles, wipe tables, clean up spills

5.0 Wood Stove:

- Users to provide their own wood – to be chopped outside
- Sign to remind how to put out a fire safely
- Users to cook on stove at own risk

6.0 Use of Wall outlets

- Small appliances only (ex crockpots, coffee maker, small stereos)

7.0 Rental Option – to ensure the cookhouse is available at a specific time for a specific group of people

- What are insurance requirements/implications for this type of a situation?

Damage Deposit of \$50.00 required at time of booking. To be refunded after event inspection performed by ___?___.

- \$50 : 4hours use
- \$100: full day use

If renters wish to have alcohol then an liquor license is to be required.

Rental fees collected to be split between Rec Board and Village of Longview to cover administration and facilitation costs of the cookhouse.

- Booking to be done through Rec Board or Village office? Administration time?

8.0 Costs to Facilitate the Cookhouse – how does the Rec Board and VoL want to collaborate?

1. Supplying items listed under “Cookhouse to be Stocked With”
2. Time and Energy of monthly volunteer
3. Time of Public Works/Office for incidentals and or taking bookings
4. Electricity of cookhouse
5. Maintenance and upkeep of building – while the building is new there will come a time for repairs
6. Insurance for building and contents

WELCOME TO THE LONGVIEW CAMPGROUND COOKHOUSE!

PLEASE BE RESPECTFUL OF THIS SPACE

This is a communal space. Please share with others that may be there at the same time as you.

HOURS

10am-9pm

- Summer (May – September): 7 days a week
- Winter (October-February): Thursday – Sunday

Building Capacity: 45 people (I chose this as a balance between the capacity numbers listed in the policy)

In Case of Emergency: call 9-1-1

In case of Non-Emergency call:

1. RCMP Non-Emergency: 403-933-4262
2. Longview & District Recreational Board : ?name+number
3. Village of Longview Office/or CAO/or Public Works/ or Councillor?

DO's & DON'TS

- NO alcohol permitted
- NO dogs/pets/animals allowed in the building
- Tables must remain in the building
- Small appliances can be used in wall outlets (ie crockpot/coffee maker/small stereo)
- Users to provide their own wood for the wood stove – please chop all wood outside of the building

Before you leave – PLEASE

- Clean the stove-top
- Place all garbage in bins provided
- Wipe tables
- Sweep floors
- Ensure fire in wood stove is completely out
- Close and lock all windows
- Turn lights out and close door

We hope you enjoy this space!

Longview & District Recreational Board AND Village of Longview
REC BOARD EMAIL? info@village.longview.ab.ca

FortisAlberta Franchise Fee Documents/Changes - Longview

[REDACTED]
on behalf of
[REDACTED]

Wed 9/27/2023 1:54 PM
[REDACTED]
[REDACTED]

📎 5 attachments (812 KB)

FortisAlberta Municipal Franchise Letter.pdf; 2023-2024 Franchise Calculator - Longview.xlsx; Franchise Fee Advisement Notification - Please Return via Email by November 1.doc; Franchise Fee Advisement Template.docx; Municipal Franchise Fees (July 2023).pdf;

Good afternoon:

RE: Request Confirmation of Electric Distribution Franchise Fee for 2024

Please see the important information letter attached regarding the 2024 Franchise Agreement Fee Calculators and Confirmation of Information (Critical Information).

As part of your Electrical Distribution System Franchise Agreement with FortisAlberta you have the annual ability to either **increase, decrease or keep your franchise fee the same, with written notice.**

IMPORTANT TIMELINES TO ENSURE FRANCHISE FEE CHANGES ARE IMPLEMENTED BY JANUARY 1, 2024.

1. **Review** the attached letter, Franchise Fee Calculator, and present the recommendations to Council.
2. If Council is proposing an **increase or decrease to your franchise fee**, a resulting impact to the customer's annual billing is **required to be advertised in the local newspaper having the widest circulation within your municipality for two consecutive weeks.** (Please use the sample advertisement that is attached).
3. If **increasing** your franchise fee, it must stay within the current **Franchise Fee Cap of 20%.**
4. **By November 1st, 2023**, please **email** clear copies of the following documentation to stakeholderrelations@fortisalberta.com.

INCLUDE:

- Copies of **both** advertisements.
 - **Publication dates** for both advertisements.
 - Name & location of newspaper.
5. Any late, inaccurate or incomplete responses may be subject to late Alberta Utilities Commission (AUC) approvals, which may cause your new franchise fee to be in **effect April 1, 2024.**
 6. If Council decides to keep the current franchise fee you do not have to advertise, however, please notify us via email of this decision at stakeholderrelations@fortisalberta.com.

TIPS FOR USING THE FRANCHISE CALCULATOR

Attached you will find the FortisAlberta Franchise Calculator specific to your municipality. The spreadsheet is intended to assist in determining the **estimated** revenue forecast from your Franchise Fee.

- On the first tab: **Financial Impacts**, you can change the Franchise Fee percentage (**yellow cell**). By changing this **cell**, the spreadsheet will automatically update to reflect your estimated revenue for 2024.



Franchise Fee Calculator Changes:	
Yellow area is to calculate different franchise fee.	
2024 Proposed Franchise Percentage	

- On the second tab: Residential Bill Impacts, you can **view the impact to an Average Residential Bill Impact on the second tab by changing cell F21 & F39. (You will need this information for your advertisement if you are changing your current fee)**
- **On the third tab:** January 2021 to June 2023 you can see how much revenue your municipality has collected over the last two and a half years.

If you have any questions or concerns, please contact your Stakeholder Relations Manager.

Thank you,



We lead by example, innovate with purpose, and champion sustainable change so we can power the future Albertans deserve, together.

The franchise fee is paid to the village on the value of Fortis utilities Billings to residents. It has been at 20% since I started. Each year Orr so the Village is given the opportunity to increase or decrease the rate. This generates between \$50-65,000. At o also has a franchise fee on their bills. Linda can get you the numbers. If you increase the fee it increase all the utility costs to the citizens.

Per previous CAO