



**REGULAR COUNCIL MEETING AGENDA  
TOWN OF MILLET**

**Wednesday, September 11th, 2024  
4:00 p.m.  
MCC Council Chambers**

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**1.0 CALL TO ORDER**

**2.0 TREATY 6 RECOGNITION**

**3.0 PUBLIC HEARING**

**4.0 ADDITIONS, DELETIONS AND ADOPTION OF AGENDA**

**5.0 ADOPTION OF MINUTES**

5.1 August 14th, 2024 – Regular Meeting of Council

**6.0 DELEGATIONS**

6.1 FCSS Cheque Presentation

6.2 Lynn Brown Traffic Through Alley

**7.0 REPORTS**

7.1 Millet Fire Department August 2024

**8.0 BYLAWS**

8.1 2024-08 Amendment to Community Standards Bylaw

8.2 2024-09 Responsible Pet Ownership Bylaw

8.3 2024-10 Fees Bylaw

9.0 **AGREEMENTS**

10.0 **CORRESPONDENCE**

11.0 **NEW BUSINESS**

11.1 RFD Smiles Non-Profit – Positive Purple

11.2 RFD Alley Cranston Place

11.3 RFD Franchise Fees Fortis

11.4 RFD Road Closure Fall Market

12.0 **CLARIFICATION OF AGENDA**

13.0 **CLOSED SESSION**

14.0 **ADJOURNMENT**



REGULAR MEETING OF COUNCIL  
TOWN OF MILLET  
AUGUST 14th, 2024  
Millet Civic Centre  
4:00 p.m.

PRESENT:

MAYOR Doug Peel  
COUNCILLORS Mike Bennett  
Gerdie Hogstead  
Susie Petrisor  
Rebecca Frost  
Charlene Van de Kraats  
Mat Starky  
CAO Lisa Schoening  
OFFICE MANAGER Joyce Vanderlee  
DIRECTOR OF INFRASTRUCTURE Lisa Novotny

1.0 CALL TO ORDER

The meeting was called to order by Mayor Peel at 4:00 p.m.

2.0 TREATY 6 RECOGNITION

3.0 PUBLIC HEARING NONE

4.0 ADDITIONS, DELETIONS AND ADOPTIONS OF AGENDA

Res #148/24 Adoption of Agenda	Moved by Councillor Starky that the August 14th, 2024, agenda is hereby approved as amended. The following items are additions. 8.1 Responsible Pet Owners Bylaw 13.1 Land In Camera 13.2 Land In Camera
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COUNCIL MEETING <sup>CARRIED</sup>  
SEP 11 2024  
ITEM # 5.1

**5.0 ADOPTION OF MINUTES:**

<b>Res #149/24</b> Adoption of Minutes	Moved by Councillor Van de Kraats that the July 14th, 2024, Regular Meeting of Council Minutes are hereby approved as presented.
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*CARRIED*

<b>Res #150/24</b> Adoption of Minutes	Moved by Councillor Bennett that the July 25th, 2024, Special Meeting of Council Minutes are hereby approved as presented.
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*CARRIED***6.0 DELEGATIONS:***Ben Kowal – Town of Millet Resident**Ben Kowal was in attendance to speak to council regarding After Hour noise complaint***7.0 REPORTS:**

*Finance Bank Reconciliation June 2024  
Millet Fire Department Reports July 2024*

<b>Res # 151/24</b> <i>Reports</i>	Moved by Councillor Van de Kraats that Council accepts the reports presented as information.
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*CARRIED***8.0 BYLAWS:****8.1 *Bylaw 2024-09 Responsible Pet Owners Bylaw***

<b>Res # 152/24</b> <i>Bylaw 2024-09</i>	Moved by Councillor Frost that Council gives first reading to Bylaw 2024-09, being the Responsible Pet Ownership Bylaw
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*CARRIED***9.0 AGREEMENTS: NONE**

**10.0 CORRESPONDENCE:*****AB Municipal Affairs – Canada Community Building Fund Agreement***

<b>Res # 153/24</b> <b><i>Correspondence</i></b>	Moved by Councillor Hogstead that Council accepts the correspondence presented as information.
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*CARRIED***11.0 NEW BUSINESS:*****11.1 Millet Minor Hockey Meeting Room Request***

<b>Res #154/24</b>	Moved by Councillor Bennett that MMHA may utilize the Banquet Hall on the following dates at the rate of \$110.00 per day being that the \$1,000 damage deposit is received prior, the hall is left in the same state as rented, if not additional cost for cleaning will be deducted, and further that if the hall is requested at full rental rate that MMHA will forfeit use of the hall on said date.																														
	<table> <tr> <td>Nov 2, 2024</td> <td>7am to 4 pm</td> <td>Referee Clinic</td> </tr> <tr> <td>Nov 9, 2024</td> <td>10am - 3 pm</td> <td>U9 tournament</td> </tr> <tr> <td>Nov 10, 2024</td> <td>11am - 2 pm</td> <td>U9 tournament</td> </tr> <tr> <td>Nov 16, 2024</td> <td>10am - 3 pm</td> <td>U15 tournament</td> </tr> <tr> <td>Nov 17, 2024</td> <td>11am - 2 pm</td> <td>U15 tournament</td> </tr> <tr> <td>Jan 25, 2025</td> <td>10am - 3 pm</td> <td>U13 tournament</td> </tr> <tr> <td>Jan 26, 2025</td> <td>11am - 2 pm</td> <td>U13 tournament</td> </tr> <tr> <td>Feb 8, 2025</td> <td>10am - 3pm</td> <td>U11 tournament</td> </tr> <tr> <td>Feb 9, 2025</td> <td>11am - 2 pm</td> <td>U11 tournament</td> </tr> <tr> <td>Mar 8, 2025</td> <td>10am - 3 pm</td> <td>U7 tournament</td> </tr> </table>	Nov 2, 2024	7am to 4 pm	Referee Clinic	Nov 9, 2024	10am - 3 pm	U9 tournament	Nov 10, 2024	11am - 2 pm	U9 tournament	Nov 16, 2024	10am - 3 pm	U15 tournament	Nov 17, 2024	11am - 2 pm	U15 tournament	Jan 25, 2025	10am - 3 pm	U13 tournament	Jan 26, 2025	11am - 2 pm	U13 tournament	Feb 8, 2025	10am - 3pm	U11 tournament	Feb 9, 2025	11am - 2 pm	U11 tournament	Mar 8, 2025	10am - 3 pm	U7 tournament
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*CARRIED****11.2 September Council Meeting***

<b>Res #155/24</b>	Moved by Councillor Starky that the September 25 <sup>th</sup> Regular council Meeting be cancelled and further that if a meeting is required prior to the October 2 <sup>nd</sup> 2024 meeting that a Special Meeting will be called.
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*CARRIED****11.3 Offer To Purchase Former Community Hall Properties***

<b>Res #156/24</b>	Moved by Councillor Bennett that Council approves the sale of the following lands to Homes By Asra Inc for \$250,000:  PLAN 762038 BLOCK 13 LOT 8 EXCEPTING THEREOUT:  HECTARES (ACRES) MORE OR LESS A) PLAN 2420391 - SUBDIVISION 0.015 0.04 EXCEPTING THEREOUT ALL MINES AND MINERALS
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	PLAN 7620388 BLOCK 13 LOTS 9 & 10  PLAN 8922757 BLOCK 13 LOTS 19 & 20  PLAN 7620388 BLOCK 13 ALL THAT PORTION OF LANE WHICH LIES TO THE NORTHEAST OF THE PRODUCTION NORTHWESTERLY OF THE SOUTHWESTERLY LIMIT OF LOT 19, BLOCK 13, PLAN 8922757 AND WHICH LIES SOUTHWEST OF A STRAIGHT LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 20, BLOCK 13, PLAN 8922757 TO THE SOUTHEAST CORNER OF LOT 10, BLOCK 13, PLAN 7620388
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*CARRIED***12.0 CLARIFICATION OF AGENDA: NONE****13.0 CLOSED SESSION:**

Council will also be discussing privileged information regarding Land therefore, the meeting should go in Closed Session, pursuant to Section 197 of the Municipal Government Act, 2000, Chapter M-26.1 and amendments thereto, and Sections 23, 24 and 27 of the Freedom of Information and Protection of Privacy Act, 1994, Chapter F-18.5 and amendments thereto.

<b>Res #157/24</b> <i>Adjournment</i>	Moved by Councillor Petrisor that the Regular Council Meeting temporarily adjourn and council sit in Closed Session at 4:31 p.m.
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*CARRIED*

<b>Res #158/24</b> <i>Reconvene</i>	Moved by Councillor Van de Kraats that the Regular Council Meeting reconvene from Closed Session at 5:16 p.m.
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*CARRIED*

<b>Res #158/24</b>  <i>Millet &amp; District Historical Society Budget 2025</i>	Moved by Councillor Van de Kraats that council grant the Society the following for the 2025 budget:  \$35,000 Operating grant \$8559.72 matching grant (this is the maximum the Town will contribute and if the grant is not successful, the funds will not be released) \$1,440.28 for supplies for the washroom.
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*CARRIED*

<b>Res #159/24</b> <i>Security</i> <i>Cameras</i>	Moved by Councillor Frost that council approve the Quote from Austin Security to install Outside Cameras at the MCC Building from the Capital Administration Fund.
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*CARRIED*

**14.0 ADJOURNMENT:**

The meeting was adjourned at 5:30 p.m.

***THESE MINUTES ADOPTED BY COUNCIL THIS 11th DAY OF SEPTEMBER 2024.***

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CHIEF ADMINISTRATIVE OFFICER**



**TOWN OF MILLET  
REQUEST FOR DECISION (RFD)**

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**Meeting:** Regular Council Meeting

**Meeting Date:** September 11, 2024

**Originated By:** Administration

**Agenda Item:** 6.1 Delegation – FCSS Cheque Presentation

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**BACKGROUND/PROPOSAL**

FCSS Cheque Presentation to the following:

- Millet Library (Jill Simms)
- Millet & District Historical Society (Mary Hegge)
- Wetaskiwin & District Victim Services (Petra Pfeiffer)
- Millet & District Lions Club (Mary Hegge)
- Millet & District Recreation and Agricultural Society
- Millet Arts & Guild (Joanne Maynard)
- Millet Seniors (Joanne Maynard)
- Wetaskiwin Seventh Day Adventists (Jason Williams)

**DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES**

**COSTS/SOURCE OF FUNDING**

**RECOMMENDED ACTION:**

COUNCIL MEETING

SEP 11 2024

ITEM # 6.1





**TOWN OF MILLET  
REQUEST FOR DECISION (RFD)**

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**Meeting:** Regular Council Meeting  
**Meeting Date:** September 11, 2024  
**Originated By:** Administration  
**Agenda Item:** 6.2 Delegation – Lynn Brown

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**BACKGROUND/PROPOSAL**

Lynn Brown will be discussing the alley behind Cranston Place apartments

**DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES**

**COSTS/SOURCE OF FUNDING**

**RECOMMENDED ACTION:**

COUNCIL MEETING

SEP 11 2024

ITEM # 6.2



**TOWN OF MILLET  
REQUEST FOR DECISION (RFD)**

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**Meeting:** Regular Council Meeting  
**Meeting Date:** September 11th 2024  
**Originated By:** Administration  
**Agenda Item:** 7.0 - Reports

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**BACKGROUND/PROPOSAL**

The following Reports have been submitted for Council's information.

7.1 Millet Fire Department August 2024

**DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES**

Not applicable.

**COSTS/SOURCE OF FUNDING**

Not applicable.

**RECOMMENDATION**

1. That the Reports are hereby accepted as information.

COUNCIL MEETING

**SEP 11 2024**

ITEM # 7.0



**Millet Fire Department  
Call History Report by Date  
8/1/2024 - 8/31/2024**

Date	Type	Incident #	Incident Type	Primary Action	Address	# Of Attendees	Total Time
Thu 08/01/2024 17:45	County - Leduc	2400093	52 Alarms	86 Investigate	48177 RR 245	9	00:47
Fri 08/02/2024 08:52	County - Wetaskiwin (Extra Hours)	2400094	77 Motor Vehicle Collision	55 Establish safe area	QEII HWY 616 West	8	01:12
Fri 08/02/2024 20:53	County - Wetaskiwin	2400095	30 Traumatic Injuries (Specific)	55 Establish safe area	475045 RR 255	11	00:43
Sat 08/03/2024 00:40	County - Wetaskiwin	2400096	68 Smoke Investigation (Outside)	55 Establish safe area	TWN 475 RR 243A	7	00:23
Mon 08/05/2024 12:47	County - Leduc (Extra Hours)	2400097	77 Motor Vehicle Collision	55 Establish safe area	48175 QEII	12	01:38
Mon 08/05/2024 18:44	County - Wetaskiwin	2400098	82 Vegetation/ Wildland/ Brush/ Grass Fire	86 Investigate	254A QE II HWY	0	00:39
Tue 08/06/2024 17:53	County - Wetaskiwin	2400099	82 Vegetation/ Wildland/ Brush/ Grass Fire	55 Establish safe area	474 RR 240	12	00:28
Wed 08/07/2024 21:44	County - Leduc (Extra Hours)	2400100	29 Traffic/ Transportation Incidents		RR 240 Hwy 616 East	15	02:25
Wed 08/07/2024 22:46	County - Leduc	2400101	73 Watercraft in Distress	86 Investigate	23553 Hwy 616 East	15	00:24
Fri 08/09/2024 15:29	County - Leduc (Extra Hours)	2400102	77 Motor Vehicle Collision	55 Establish safe area	QEII TWN 482	16	05:40
Fri 08/09/2024 18:17	County - Wetaskiwin (Extra Hours)	2400103	77 Motor Vehicle Collision	55 Establish safe area	TWN 472 RR 252	16	02:35
Fri 08/09/2024 18:39	City - Millet	2400104	29 Traffic/ Transportation Incidents	80 Information, investigation & enforcement, other	50 AVE 52 Street	16	00:26
Fri 08/09/2024 18:51	County - Wetaskiwin (Extra Hours)	2400105	29 Traffic/ Transportation Incidents	55 Establish safe area	HWY 616 DIAMOND DRIVE	16	01:11
Sun 08/11/2024 20:31	City - Millet	2400106	17 Falls	55 Establish safe area	222 WILKS DR	10	00:17
Sun 08/11/2024 22:49	County - Leduc (Extra Hours)	2400107	82 Vegetation/ Wildland/ Brush/ Grass Fire	55 Establish safe area	48153 RR 253	12	01:05
Thu 08/15/2024 12:34	County - Wetaskiwin (Extra Hours)	2400108	82 Vegetation/ Wildland/ Brush/ Grass Fire	55 Establish safe area	Hwy 616 RR 263	11	01:16
Fri 08/16/2024 16:45	County - Wetaskiwin	2400109	31 Unconscious/ Fainting (Near)	55 Establish safe area	470063 Range Road 253	14	00:44
Mon 08/19/2024 14:08	City - Millet	2400110	52 Alarms	55 Establish safe area	4619 52 ST	7	00:12
Tue 08/20/2024 16:34	County - Wetaskiwin (Extra Hours)	2400111	77 Motor Vehicle Collision		HWY 2 hwy 616	8	01:37
Tue 08/20/2024 17:21	County - Wetaskiwin	2400112	82 Vegetation/ Wildland/ Brush/ Grass Fire	55 Establish safe area	HWY 2 hwy 616	8	00:09
Thu 08/22/2024 14:02	County - Leduc (Extra Hours)	2400113	77 Motor Vehicle Collision	55 Establish safe area	Hwy 2A TWP 490	10	03:06
Mon 08/26/2024 00:18	County - Wetaskiwin	2400114	67 Outside Fire	55 Establish safe area	QEII TWN 472	9	00:43
Tue 08/27/2024 23:50	County - Leduc (Extra Hours)	2400115	52 Alarms	55 Establish safe area	25110 TWN 482	9	01:04

*False SM.*



**Millet Fire Department**  
**Call History Report by Date**  
**8/1/2024 - 8/31/2024**

Total calls for City - Millet:	3
Total calls for County - Leduc:	2
Total calls for County - Leduc (Extra Hours):	6
Total calls for County - Wetaskiwin:	7
Total calls for County - Wetaskiwin (Extra Hours):	5
<b>Total calls:</b>	<b>23</b>
<b>Total Time:</b>	<b>27:56</b>
	<b>Avg. Call Attendance: 10.91</b>



## TOWN OF MILLET REQUEST FOR DECISION (RFD)

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**Meeting:** Council Meeting

**Meeting Date:** September 11, 2024

**Agenda Item:** 8.1 Bylaw 2024-08 Amendment to Community Standards

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### BACKGROUND/PROPOSAL

Considering the huge increase in complaints regarding Industrial noise outside of hours, we have updated the Community Standards bylaw to reflect the difference between construction noise and Industrial noise and altered the times, as per Council's recommendations.

**Administration Recommendation:** that all 3 readings of this bylaw be passed, and letters be sent to all Industrial businesses advising of these changes.

COUNCIL MEETING

SEP 11 2024

ITEM # 8.1

**TOWN OF MILLET  
BYLAW # 2024-08**

**A BYLAW TO AMEND THE TOWN OF MILLET COMMUNITY STANDARDS  
BYLAW 2022-15 AND AMENDMENTS THERETO, OF THE TOWN OF MILLET  
IN THE PROVINCE OF ALBERTA.**

WHEREAS, the Town of Millet wishes to enact changes to Town of Millet Community Standards Bylaw #2022-15 regarding Industrial Noise.

AND WHEREAS there is no definition for construction noise and no separation between industrial and construction noise;

NOW THEREFORE, the Council of the Town of Millet, duly assembled, hereby enacts as follows:

1. Definition for construction noise - "Construction" means the temporary process of demolishing or building any Structure, or repairing or improving a Structure that already exists, including landscaping, home repair, property improvement, municipal improvements, and any work in connection with that process.
  2. Definition for Industrial Noise - Noise created by an approved industrial business within the Town of Millet.
  3. Addition of Industrial Noise – a person shall not cause or permit any industrial noise on property they own or occupy before 7a.m or after 9p.m on weekdays, before 9am or after 5pm on Saturdays and all industrial noises are prohibited on Sundays.
2. This bylaw comes into effect on the date of third reading.

READ a first time this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

READ a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

READ a third time, by unanimous consent, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER



# TOWN OF MILLET REQUEST FOR DECISION (RFD)

Meeting: Regular Council Meeting  
 Meeting Date: September 11, 2024  
 Originated By: Lisa Schoening  
 Agenda Item: 8.2 Bylaw 2024-09 Responsible Pet Owner

## BACKGROUND/PROPOSAL

On August 14, 2024, Council passed first reading of the proposed responsible pet owner bylaw. The bylaw was then sent out for public comment.

Only a few members of the community sent in their comments.

Changes in this bylaw are as follows;

### **Cats**

No more than 4 cats allowed per residence without permission from Bylaw. Once requested, the following will be done prior to any approvals

**Cat registration** – a lifetime cat registration will be put in place. (In fee bylaw)

Lifetime Registration	Unspayed/neutered	\$100	Lifetime Registration
Lifetime Registration	Not spayed or neutered	\$ 50	Lifetime Registration

**Any licenses purchased prior to March 1, 2025 will be \$30/lifetime**

Owners with animals who are considered emotional support animals can apply to have a discounted license, with medical documentation, at the discretion of CAO or designate.

When a cat is in heat, owners must keep the animal housed and confined.

All animals, caught running at large in the Town will be subject to a fine, **including cats**.

### **Dogs**

No more than 2 dogs per residence without permission from bylaw. Once requested, the following will be done prior to any approvals:

- Letters to adjoining property owners, asking if they see any issues
- All must be licensed

COUNCIL MEETING

SEP 11 2024

ITEM # 8.2

Boarding fees at the animal clinic will be increasing from \$45/day to \$55/day and the release fee will increase from \$45 to \$55. This is to offset the increase charged to the Municipality by the shelter. (In fee bylaw)

**Other changes**

Having a prohibited animal in Town will carry a fine of \$250, this includes: any large mammal or the young thereof, live poultry, bees, poisonous snakes, reptiles and insects and any animal or species deemed dangerous or objectionable in the opinion of the Medical Officer of Health or the Enforcement officer.

Giving false information to the enforcement officer carries a fine of \$500.

Any person who leaves an animal unattended in a Motor vehicle without proper protection from the elements or in a manner that places the animal at risk will be guilty of an offense.

Any person who fails to properly secure an animal inside or on a motor vehicle while in motion, is liable for an offense.

Residents in the Urban Fringe area may be eligible for a waiver on limit and licensing, at the discretion of the C.A.O. or designate.

**RECOMMENDATION**

That council give second reading to Bylaw 2024-09

That council give third and final reading to Bylaw 2024-09



**BYLAW 2024-09**  
**A BYLAW OF THE TOWN OF MILLET**  
**IN THE PROVINCE OF ALBERTA**  
**REGULATING THE KEEPING AND CONTROLLING OF ANIMALS**

**WHEREAS** Section 7(h) of the Municipal Government Act, RSA 2000, Chapter M-26.1 and amendments thereto empowers the Municipal Council of the Town of Millet to regulate and control animals within the Municipality.

**AND WHEREAS**, Council deems it expedient and proper to regulate the keeping of animals within the limits of the Municipality.

**NOW THEREFORE**, Council of the Town of Millet duly assembled hereby enacts:

1. This Bylaw may be cited as the **Responsible Pet Ownership Bylaw**.

**DEFINITIONS**

2. In this Bylaw, unless the context otherwise requires:
  - a. **Animal** means any living organism, other than human, having sensation and the power for voluntary movement and requiring oxygen and organic food for existence.
  - b. **Animal Shelter** means a place that Council shall provide or designate as such.
  - c. **Animal Shelter Keeper** means any person duly authorized and designated by Council;
  - d. **At Large** means where an animal is at any place other than the Owner's property or permitted property and is not being carried by any person or is not otherwise restrained by a permitted leash held by a person, and that permitted leash is attached to a choke chain, collar or harness securely holding that animal. If it is difficult for a person to restrain the animal by a permitted leash, then the animal shall be deemed to be "at large" notwithstanding the presence of a permitted leash,
  - e. **Cat Identification Tag** means an identification tag purchased from the Town of Millet.
  - f. **Cat** means any male or female member of the feline family.
  - g. **Collar** means, a band of metal or material, which is of suitable size and strength that may be humanely placed around the neck of an animal.
  - h. **Controlled Confinement** means the confinement of an animal in a pen, cage or building or securely tethered in a manner that will not allow the animal to bite, harm or harass any person or animal.
  - i. **Council** means the Council of the Municipal Corporation of the Town of Millet, Alberta.
  - j. **Damage to Property** means the damage to property other than the Owner's property and includes defecating or urinating on such property.

- k. **Dangerous Dog** means a dog of any age which the Enforcement Officer deems dangerous or which:
  - i. Shows a propensity, disposition or potential to attack or injure, without provocation, humans or other animals; or
  - ii. Without provocation, chases humans or other animals; or
  - iii. Is a continuing threat of serious harm to humans or other animals, or,
  - iv. Without provocation, has attacked humans or other animals
  
- l. **Day** means a continuous period of twenty-four (24) hours.
  
- m. **Dog** means either male, female, neutered or spayed dog.
  
- n. **Dogs Off-Leash Area** shall mean an area of land designated by the Council of the Town indicating that dogs are permitted to run at large.
  
- o. **Enforcement Officer** means any Peace Officer, Bylaw Enforcement Officer, Police Officer, a member of the Royal Canadian Mounted Police, or any other person appointed by the Town to enforce the provisions of this Bylaw.
  
- p. **Identification** means, a microchip, license tag, vaccination, tag, tattoo, personal tag, or brand which is found on an animal and can be traced to the current ownership information.
  
- q. **Large Mammal** means any member of the class mammalian other than man which in the adult form, regularly weighs ten (10) kilograms or more, but shall not include dogs or cats;
  
- r. **Licensed Veterinarian** means a registered veterinarian as defined in the Veterinary Profession Act.
  
- s. **Medical Officer of Health** means the Medical Officer of Health as appointed and defined in the Public Health Act or his or her designate.
  
- t. **Muzzle** means, a humane fastening or covering device of adequate strength that may be humanely placed around the neck of an animal.
  
- u. **Owner** means:
  - i. A person or body corporate that has legal title to the animal;
  - ii. A person who has the care, charge, custody, possession or control of an animal;
  - iii. A person who owns or who claims any proprietary interest in an animal;
  - iv. A person who harbors, suffers or permits an animal to be present on any property owned, occupied or leased by him or which is otherwise under his control;

- v. A person who claims and receives an animal from the custody of the Animal Shelter or an Animal Control Officer; or
  - vi. A person to whom a License Tag is issued for an animal in accordance with this Bylaw;
  - vii. and for the purpose of this Bylaw an animal may have more than one (1) Owner.
- v. **Owner Property** means any property in which the Owner of an animal has a 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'
- w. **Permitted Leash** means a leash adequate to control the animal to which it is attached, and which leash shall not exceed three (3) meters in length.
- x. **Permitted Property** means private property upon which the Owner of an animal has the express permission of the Owner of that property to allow the Owner's animal to be at large thereon.
- y. **Person** means:
- i. An individual, body corporate or organization that has legal title to animal;
  - ii. An individual, body corporate or organization that has the care, charge, custody, possession or control of an animal;
  - iii. An individual, body corporate or organization who owns or who claims any proprietary interest in an animal;
- z. **Poultry** means a bird usually kept for eggs or meat.
- aa. **Running at Large** means a dog or cat, which is not on a leash and/or under the control of the person responsible and is actually on property other than the Owner Property;
- bb. **Serious Wound** means an injury to a human or animal resulting from the action of an animal which causes the skin to be broken or flesh to be torn.
- cc. **Town** means the Municipal Corporation of the Town of Millet, in the Province of Alberta.
- dd. **Motor Vehicle** has the same meaning as in Traffic Safety Act, RSA 2000, Chapter T-6 and the regulations thereunder.
- ee. **Nuisance Animal** means any animal that by its continued behavior is obnoxious, causes offence, annoyance, disturbs others or damages or destroys property or has been found at large or has been found at large and detained by Enforcement Officers more than twice.

### **CLARIFICATION OF DEFINITION**

3. In any prosecution under this Bylaw, the Judge trying the case may, in the absence of proof to the contrary, infer that:
  - a. any animal commonly described as a dog by any witness is a dog within the meaning of this Bylaw, and
  - b. any dog is running at large if it is shown not to be on a leash at the time of the alleged offence.
  - c. any animal commonly described as a cat by any witness is a cat within the meaning of this bylaw, and
  - d. any cat is running at large if it is shown to be off of the owner property and not on leash

### **RESTRICTIONS**

4. It shall be unlawful for any person to harbour or permit to be harboured on land or premises occupied by that person:
  - a. any large mammal or the young thereof;
  - b. any live poultry;
  - c. any bees;
  - d. any poisonous snakes, reptiles and insects;
  - e. any animal or species, including the above, deemed dangerous or objectionable in the opinion of the Medical Officer of Health, CAO or Enforcement Officer.
5. The CAO or Enforcement Officer may impose a time limit for removal of prohibited animals.
6. Upon Review, under approval of the CAO or Enforcement Officer a restricted/prohibited animal may be approved.
7. Application for special permits may be granted for special events.
8. Section 4 shall not apply to any veterinary clinic, veterinary office, veterinary hospital, zoological garden or park, licensed Millet business, abattoir, pound or Animal Shelter, educational institution or any property for which the Town has issued a development permit which allows the keeping of an animal on the property.
9. Notwithstanding Section 4, any person wishing to bring animals associated with farming, circuses, or exhibition into the Town shall make application in writing for approval to do so to the Enforcement Officer. The application shall contain the type and number of animals as well as the duration of the stay and the location. The application shall include written permission of the property owner where the animals

are to be kept. The application may also be required to obtain letters of "no objection" from adjacent property owners.

10. The Enforcement Officer may impose any conditions they feel necessary to ensure the peace and safety of others.
11. Section 4(a) shall not prevent the grazing of livestock on land which is approved by the CAO or Enforcement Officer.

### **RUNNING AT LARGE**

12. No animal shall run at large within the corporate limits of the Town unless prior approval in the form of a special permit is granted by the CAO or Enforcement Officer.
13. During any period of which an animal is in heat, the owner shall keep it housed and confined the whole period of the heat.
14. If an animal is at large, the owner shall be guilty of an offense and subject to a fine under this bylaw, exclusive to any other civil actions and penalties.

### **NUISANCES**

15. No animal shall be a nuisance. A nuisance shall include, but not be limited to:
  - a. biting, scratching, jumping on, or chasing a person;
  - b. barking, howling, meowing, chirping or otherwise disturbing any person
  - c. causing damage to property
  - d. defecating on property other than that of the owner.
  - e. biting, barking or chasing bicycles, automobiles, or other vehicles;
  - f. does any act that injures a person or persons whether on the property of the owner or not; biting, chasing or causing injury to other animals;
  - g. causing death to another animal.
  - h. Complainant must provide proof, including but not limited to audio and video.
16. If an animal is a nuisance, the owner shall be guilty of an offense and subject liable to a fine under this bylaw, exclusive to any other civil actions or penalties.
17. The CAO or Enforcement Officer may declare an animal to be a nuisance animal;
18. In declaring an animal to be a nuisance animal, the CAO or Enforcement Officer shall consider any sections of this bylaw that have been contravened by such animal, the number of contraventions of this bylaw by such animal, and the severity of same.
19. The CAO or Enforcement Officer may further take into consideration any of matter which in the opinion of the CAO or Enforcement Officer is relevant.

20. A declaration that an animal is a nuisance animal may be appealed in writing and with payment of any associated fees to the Town of Millet within fourteen (14) days of receiving notice.
21. The CAO or Enforcement Officer may apply such conditions to the owner and their nuisance animal as deemed appropriate to eliminate the nuisance.
22. The declaration of an animal as a nuisance animal shall be reviewed annually by the CAO or Enforcement Officer, and may be continued, with or without conditions, or revoked.
23. The owner of an animal shall comply with all conditions set out in a nuisance animal declaration made by the CAO or Enforcement Officer pursuant to this section.
24. Where an animal has caused damage or injury to property, animals or persons, the owner of the animal shall pay for all damages incurred to the person suffering such damages.
25. If an animal defecates on property other than the owner's property, the owner of the animal shall remove forthwith any defecated matter deposited.
26. No person(s) shall allow more than **two (2) dogs** to be sheltered, owned, kept or possessed at one civic address without written permission from the Town.
27. No person(s) shall allow more than **four (4) cats** to be sheltered, owned, kept or possessed at one civic address without written permission from the Town.
28. The animal limit may be adjusted under special circumstances; upon written approval by the CAO or Enforcement Officer when supporting documentation, including letters from adjacent property owners, is presented. animals must be licensed before request submitted to go over the limit.
29. A person may appeal an order under Section 21 to Council by submitting a written notice with the CAO within fourteen (14) days of receiving an order.
30. The Enforcement Officer may impound the animal(s) at the owner's expense, if the owner has not complied with the order within fourteen (14) days.
31. Residents in the Urban Fringe area may be eligible for a waiver on limit and licensing, at the discretion of the C.A.O. or designate.
32. When the C.A.O. or Enforcement Officer feels they have exhausted all efforts to resolve a dispute between 2 parties, they will advise the complainant that this file needs to move to a civil claim and bylaw will no longer be involved in the file.

#### **CONTROLLED CONFINEMENT**

33. A person who has received a serious wound or the owner of any an animal which has received a serious wound shall report the incident and injury immediately to the

Enforcement Officer. The officer will then inform AHS. The owner of an animal which has inflicted the serious wound shall promptly report the animal to an Enforcement Officer who may thereupon place the animal under controlled confinement, for up to 10 days, and the animal shall not be released from such controlled confinement except by written permission of a registered veterinarian.

34. At the discretion of the CAO or Enforcement Officer, such controlled confinement may be on the premises of the owner, a registered veterinarian within the Town or the animal shelter.
35. Upon demand made by the CAO or Enforcement Officer, the owner shall forthwith surrender for quarantine any animal which has inflicted a serious wound to any person or any animal which the Enforcement Officer has reasonable and probable grounds to suspect of having been exposed to rabies.
36. The animal may be reclaimed by the owner.
  - a. if adjudged free of rabies;
  - b. upon payment of confinement expenses from the shelter; and
  - c. upon compliance with the licensing provisions of this Bylaw.

#### **REGISTRATION**

37. The owner of a dog or cat over the age of six (6) months shall register such dog or cat with the Town and shall pay therefore a licensing fee set out in the Town fee bylaw in force at the time.
38. Notwithstanding Section 35:
  - a. where a person who is blind or whose vision is impaired is the owner of a dog trained and used as a guide dog, a police service dog, or assisted living dog there shall be no fee payable by the owner for registering the dog with the Town, when proof is provided.
  - b. the registration provisions of this bylaw shall not apply to a dog or cat accompanying a person temporarily to the Town on business or vacation for a period not exceeding fourteen (14) days. Longer periods as may be authorized by written permission from the CAO or designate.
  - c. the registration provisions of this bylaw shall not apply when dog or cat that are temporarily in the Town in the care of a town resident while the dog or cat owner is away on business, vacation or otherwise unable to care for their dog or cat for a limited period or if such dog or cat is already registered in the owner's municipal jurisdiction and displaying proof of such by its registration tag being attached to the collar or harness throughout the entire time period that the dog(s) is in the Town; but if such dog or cat is not registered in the owner's municipal jurisdiction, the dog or cat should be registered with the Town for a maximum period of up to three (3) months and a temporary license

shall be purchased from the Town for the sum determined by the Town fee bylaw in force at the time.

39. Owners with animals who are considered emotional support animals can apply to have a discounted license, with medical documentation, at the discretion of CAO or designate.
40. No person shall be entitled to a registration rebate under this Bylaw.
41. No registration shall be transferable from one animal to another or attached to any other animal, which has not been licensed with the town.
42. At all times when an animal is on any property other than that of its owner, the tag issued for such animal shall be attached to a collar or harness which must be worn by the animal.
43. The holder of a dog or cat license must be sixteen (16) years of age.
44. Pursuant to Section 35 the owner of a dog or cat shall:
  - a. register the dog or cat on the first day on which the town office is open for business after the owner became the owner of such dog or cat.
  - b. register the dog or cat notwithstanding that it is under the age of six (6) months where the dog or cat has been found running at large;
  - c. register the dog or cat which has been impounded pursuant to this bylaw before such dog or cat may be claimed from the animal shelter;
  - d. notify the Town when the dog or cat has died, been sold, or has moved from the corporate limits of the town.
43. Any owner of a dog, cat or any other animal must:
  - a. ensure that the animal has adequate food and water;
  - b. provide the animal with adequate care when the animal is wounded or ill;
  - c. provide the animal with reasonable protection from injurious heat or cold, and;
  - d. provide the animal with adequate shelter, ventilation and space.
44. If the above is not met; an Enforcement Officer may take an animal into custody and or control or otherwise relieved of distress if the Officer is of the opinion, on reasonable and probable grounds, that the owner or caretaker is not likely to provide for the animal, due to financial, physical or mental issues of the pet owner or caretaker. Whether or not it is in distress, but conditions that may comprise the animal's wellbeing; included being left more than 24 hours without adequate food, water or shelter, or being left behind by former tenants of a rental property.



45. Any of the above circumstances are adequately met or circumstances have changed the pet may be returned to the owner given that any fees or expenses are paid in full.
46. Where the fee required by this bylaw has been paid by the tender of an uncertified cheque, the registration:
- a. is issued subject to the cheque being accepted and cashed by the bank; and
  - b. is automatically revoked if the cheque is not accepted and cashed by the bank on which it is issued.
47. The Town Office shall keep a record of all dogs and cats registered pursuant to Section 35 of this bylaw. The record shall indicate.
- a. date of registration;
  - b. name, address and telephone number of the owner of the dog or cat;
  - c. the registration number and the amount paid,
  - d. the breed, color and sex of the dog or cat
48. If a license for a dog or cat becomes lost in any manner whatsoever, a new license shall be issued for such dog or cat, in the amount set out by the Town fee bylaw at that time.
49. Pursuant to Section 35 the Town shall,
- a. Provide any dog or cat owner an identification tag for the sum determined in the Town fee bylaw at that time.
  - b. Record and keep the number of the tag corresponding with the dog or cat owner's information;
  - c. Whenever possible, return any dog or cat apprehended to the owner;
  - d. Take the dog or cat to the appointed animal shelter whereby it will be held for three (3) days if the dog or cat cannot be returned to the owner;
  - e. Provide a cat identification tag to be valid for the life of the dog or cat but is not transferable to another dog or cat or to another owner.
  - f. Ensure all costs in relation to any apprehended cat are the sole responsibility of the dog or cat owner.
50. The owner of a dog or cat that has been apprehended must have all applicable fees and fines paid in full at the town office prior to picking up the dog or cat.

#### **AUTHORITY TO AN ANIMAL SHELTER**

51. An Enforcement Officer:
- a. may capture and impound any animal in respect of which he believes or has reasonable grounds to believe an offence under this bylaw is being or has been committed and is further authorized to take such reasonable measures as are necessary to subdue any animal which is at large;

- b. may enter onto any land in pursuit of any animal which has been running at large;
- c. may, in any case where the owner of a dog or cat can be identified through the Town's registration records, return such dog or cat to the owner where practicable instead of delivering it to the animal shelter;
- d. shall, if any animal other than a dog or cat is captured, make a reasonable attempt to return the animal to the owner where possible, instead of being delivered to the animal shelter.

#### **ANIMAL SHELTER**

52. It shall be the duty of the Council to establish an animal shelter for the impounding of animals captured pursuant to this bylaw, and Council are further authorized and empowered to make any and all such rules and regulations not inconsistent with the provisions of this bylaw as they consider necessary for the conduct of regulating such animal shelter.
53. It shall be the responsibility of the animal shelter keeper to examine all impounded animals for any identification including, but not limited to, tattoos and microchip ID.
54. It shall be the duty of the CAO to appoint an animal shelter keeper and other such persons as they deem necessary for the carrying out of the provisions of this bylaw as required for the keeping of the animal shelter.

#### **OBSTRUCTION**

55. No person, whether or not he is the owner of an animal which is being or has been pursued or captured, shall:
- a. interfere with or attempt to obstruct an Enforcement Officer who is attempting to capture an animal which is subject to being impounded pursuant to the provisions of this Bylaw;
  - b. induce the animals 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 himself 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 Animal Shelter vehicle to allow or attempt to allow any animal to escape there from.
  - e. give false information to an enforcement officer, regarding licensing or nuisance of an animal.

#### **PROHIBITED ACTS**

56. No person shall:
- a. untie, loosen or otherwise free an animal which has been tied or otherwise restrained;  
or

- b. negligently or willfully open a gate, door or other opening in a fence or enclosure in which an animal has been confined and thereby allow an animal to run at large within the Town.
- c. keep/rehome animals that are found within town limits without contacting enforcement.
- d. any person who leaves an animal unattended in or on a motor vehicle, without proper protection from the elements or in a manner that places the animal at risk of harm, is guilty of an offence.
- e. any person who fails to properly secure an animal, inside or on a motor vehicle while it is in motion or while it is parked to ensure that the animal is unable to fall out of or leave the motor vehicle, is guilty of an offence.
- f. No person shall tease, torment, annoy, abuse or injure any animal.

### **RECLAIMING**

57. The owner of any:

- a. impounded dog may reclaim the dog from the animal shelter within three (3) Town of Millet business operation days from the time of the impoundment by paying to the Town all impoundment fees and board fees, as per town policy, and by paying any outstanding fines and registering the dog as required by this bylaw.
- b. impounded animal, other than a dog or cat, may reclaim the animal within three (3) Town of Millet business operation days from the time of the impoundment by paying to the Town any outstanding fines and all impoundment and board fees per Town policy.

### **SALE OR DESTRUCTION**

- 58. the animal shelter keeper shall sell or destroy an animal after the animal is retained in the animal shelter for three (3) Town of Millet business operating days from the time of the impound, unless a person having authority orders the further retention or the destruction of the animal, or unless the owner of the animal makes arrangements with the animal shelter keeper for the further retention of the animal.
- 59. in any case, where an animal is found ill, in distress, or has been injured and it has been determined by a veterinarian or other designate that the animal should be destroyed to prevent needless suffering, the animal may be destroyed as soon as practical.
- 60. the purchaser of an impounded animal from the animal shelter pursuant to the provisions of this bylaw shall obtain full right and title of the owner of the animal shall cease thereupon.
- 61. the animal shelter keeper shall report any apparent illness, communicable disease, injury or unhealthy condition of any animal to an Enforcement Officer who may discuss the matter with a veterinarian. The owner, if known, shall be held responsible for all charges resulting there from.

## **MAINTENANCE OF RESIDENCES OR GROUNDS**

62. Residences or grounds where any animals are kept, shall at all times be maintained and in compliance with the Town's current community standards bylaw.

## **DANGEROUS DOGS**

63. The Owner of a dangerous dog shall take all necessary steps to ensure that it does not bite, chase or attack any human or other animal whether the person or animal is on the Owner Property or not.
64. If a dangerous dog bites or attacks a person or animal, the owner shall be guilty of an offense and subject liable to a fine under this bylaw, exclusive to any other civil actions or penalties.
65. The owner of a dangerous dog shall notify the Enforcement Officer if the animal is running at large.
66. The owner of a dangerous dog shall:
- a. notify the Enforcement Officer should the animal be sold, gifted, or transferred to another person or die; and
  - b. remain liable for the actions of the animal until formal notification of the sale, gift or transfer is given to the Enforcement Officer.
67. When a dangerous dog is on the premises of its owner, it shall be kept confined indoors under the effective control of a person over the age of sixteen (16) years, or confined in a securely enclosed and locked pen, or other structure constructed and secured in such a fashion as to prevent the escape of the dog, and to prevent the entry of persons unauthorized by the owner.
68. Any such pen shall have a secure top and sides and either:
- a. Have a secure bottom effectively attached to the sides: or
  - b. The sides shall be embedded in the ground to a minimum depth of thirty (30) centimeters.
69. When a dangerous dog is off the premises of the owner, it shall be securely muzzled, and shall be either harnessed or leashed securely to effectively prevent it from attacking or biting a human or other animal: provided that this requirement shall not apply when the dog is in a building or enclosure in attendance at a bona fide dog show, or
- a. confined in a pen meeting the requirements of Section 68.
70. The owner of a dog, which the owner knows or ought to know is a dangerous dog, shall keep the dangerous dog in accordance with the provisions of this bylaw.
71. If the animal shelter keeper or an Enforcement Officer determines on reasonable grounds that a dog is a dangerous dog, either through personal observation or on the basis of facts determined after an investigation initiated by a complaint, he may;
- a. require the owner to keep such dog in accordance with the provisions of this bylaw of this bylaw upon the owner's receipt of the notice; and

- b. inform the owner that if the dangerous dog is not kept in accordance with this bylaw, the owner will be fined, or subject to enforcement action pursuant to this bylaw.
- 72. Where the owner of a dog that has been determined to be a dangerous dog produces information to the Enforcement Officer that may alter a determination made under Section 71 the Enforcement Officer shall, as soon as is reasonably possible, cause the matter to be reviewed and make a final determination.
- 73. If a dangerous dog is impounded by the Town for any offense under this bylaw, an Enforcement Officer may order that the dog remain in the custody of the animal shelter until the completion of the court process.
- 74. The licensing fee for a restricted dog or dangerous dog shall be set out in the Town fee bylaw at the time.
- 75. The owner of a dangerous dog shall:
  - a. subject to the provisions of Section 35 obtain a license for such dangerous dog on the first day on which the town office is open for business after the animal has been declared as dangerous.
  - b. obtain a license on the first day on which the town office is open for business after he becomes the owner of the dangerous dog.

#### **OFFENSES AND PENALTIES**

- 76. Any person who contravenes the provisions of this bylaw or refuses to obey the direction of the Medical Officer or an Enforcement Officer given pursuant to this bylaw, is guilty of an offense and may be issued with a violation ticket by an Enforcement Officer in the amount specified in Schedules A, B and C which form part of this bylaw.
- 77. Each day of violation of any provision of this bylaw shall constitute a separate offense.
- 78. The levying and payment of any fines shall not relieve a person from the necessity of paying any fees, charges or costs from which he is liable under the provisions of this bylaw.
- 79. A Justice of the Peace or Provincial Court Judge, in addition to the penalties provided in this Bylaw, may if he considers the offense sufficiently serious, direct or order the owner of the animal to pay a fine in any amount he/she may deem appropriate. A Provincial Court Judge or Justice of the Peace may order such owner to pay compensation to anyone suffering a loss or injury as a result of a violation of any part of this bylaw. A Provincial Court Judge or Justice of the Peace may direct or order the owner of the animal to prevent such animal from doing mischief or causing the disturbance or a nuisance complained of or to have the animal removed from the Town or to have the animal destroyed. In the case of a dangerous dog order the owner is to maintain in force a liability insurance policy in a minimum amount of Five Hundred Thousand (\$500,000.00) Dollars for injuries caused by the owner's dangerous dog.

#### **SEVERABILITY**

80. Should any provision of this bylaw be invalid then such invalid provision shall be severed, and the remaining bylaw shall be maintained.

81. Bylaw 2023-14 is hereby rescinded.

82. This bylaw shall come into effect on the date of signing.

**READ** a first time this 14th day of August, 2024

**READ** a second time this \_\_\_\_ day of \_\_\_\_\_, 2024

**READ** a third and final time this \_\_\_\_ of \_\_\_\_\_, 2024

\_\_\_\_\_  
Mayor

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

## SCHEDULE "A"

### VIOLATION AND PENALTIES

1. Where an Animal Control Officer or a Bylaw Enforcement Officer believes that a person has contravened any provisions of this Bylaw, he may serve upon such person a ticket as provided in this section, by;
  - a. either personally or by leaving a copy for him at his last or most usual place of abode with some person there present who is apparently at least Sixteen (16) years of age, or
  - b. by mailing a copy to the defendant by registered mail or certified mail to his last known post office address.
2. A notice or form commonly called a "Violation Ticket" having printed wording approved by the Council shall state the section of the Bylaw which was contravened and a voluntary penalty or in the case of a serious incident, at a Peace Officer's discretion, a compulsory appearance court date.
  - a. the sum of Ninety (\$90.00) Dollars in respect of a first offence;
  - b. the sum of One Hundred and Fifty (\$150.00) Dollars in respect of a second offence;
  - c. the sum of Two Hundred (\$200.00) Dollars in respect of a third and subsequent offence; unless the offences stipulated in Schedule "E" apply.
3. An offence shall not be deemed to have been repeated if the subsequent offences are committed after expiration period of six months.
4. Notwithstanding the provisions of this section, a person to whom a ticket has been issued pursuant to this section may exercise his right to defend any charge of committing a contravention of any of the provisions of this Bylaw

## **SCHEDULE "B"**

### **VIOLATION AND PENALTIES - DANGEROUS DOGS**

Persons who commit offences under this bylaw are subject to the following fines:

1. Failure to obtain and keep in force a dog license \$500.00
2. Failure to confine a restricted dog or a dangerous dog when on the premises of the owner in accordance with this Bylaw \$500.00
3. Failure to muzzle or otherwise secure a restricted dog or a dangerous dog when off the premises of the owner \$500.00
4. If a restricted dog or dangerous dog bites or attacks a person or animal causing injury \$1,500.00
5. Permitting a restricted or dangerous dog to run at large \$500.00
6. Failure to advise enforcement officer of dangerous dog running at large \$500.00
7. Failure to advise an enforcement officer of selling, gifting or transferring ownership of a dangerous dog \$500.00
8. An owner who commits for a second time, any of the offences listed in this section, providing the offence is committed within 6 months of committing the first offence, is subject to double the initial penalty



## **SCHEDULE "C"**

### **SPECIFIED PENALTIES**

**Section 4** – Restrictions - Prohibited Animals \$250.00

**Sections 18 and 19** - Allow any animal to become a Nuisance

- First Offence \$300.00
- Second Offence \$500.00
- Third Offence \$1,000.00

**Section 25** - Failure to immediately remove defecation from another's property \$150.00

**Section 35** - Failure to obtain valid dog or cat license \$200.00

**Section 43** - Failure to provide sufficient food/water/shelter/medical attention for animal \$500.00

**Section 55(a)**- Fail to obstruct or surrender animal to Enforcement Officer \$200.00

**Section 55(e)** - Obstruction of enforcement, giving false information \$500.00

**Section 56 (a)(b)** Release any animal from confined area, allowing to run loose \$100.00

**Section 56(d)** Person leaves Animal unattended in Motor Vehicle, placing animal at risk of harm. \$100

**Section 56(e)** Person fails to properly secure an Animal inside or on a Motor Vehicle while it is in motion or while it is parked to ensure that the Animal is unable to fall out of or leave the Motor Vehicle \$300.00

**Section 56(f)** Tease/torment/annoy/harm a dog or cat \$300.00



## TOWN OF MILLET REQUEST FOR DECISION (RFD)

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**Meeting:** Regular Council Meeting  
**Meeting Date:** September 11, 2024  
**Agenda Item:** 8.3 Bylaw 2024-10 Fee Bylaw Amendment

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### BACKGROUND/PROPOSAL

With the new Responsible pet owner bylaw coming into effect, the following changes have been made to the fee bylaw;

Lifetime Registration	Unspayed/neutered	\$100	Lifetime Registration
Lifetime Registration	Not spayed or neutered	\$ 50	Lifetime Registration

**Any licenses purchased prior to March 1, 2025 will be \$30/lifetime**

Boarding fees at the animal clinic will be increasing from \$45/day to \$55/day and the release fee will increase from \$45 to \$55.

The other changes were as follows:

Addition of a youth team rental rate for the ball diamonds

Addition of no cost to non-profit for highway signage but that they must sign a rental form

**Recommendation:** That all 3 readings be given once the Responsible Pet Owner bylaw is passed.

COUNCIL MEETING

SEP 11 2024

ITEM # 8.3

**TOWN OF MILLET**

**BYLAW NO. 2024-10**

**A BYLAW OF THE TOWN OF MILLET TO PROVIDE FEE FOR SERVICES WITHIN THE TOWN OF MILLET**

**WHEREAS** section 8 of the Municipal Government Act Revised Statues of Alberta 2000 and amendments thereto authorizes a Municipality, by bylaw, to establish fees for licenses, permits and approvals, and

**WHEREAS** paragraph 61(2) authorizes a municipality to charge fees, tolls and charges for the use of its property, and

**WHEREAS** section 6 gives a municipality natural persons powers, which imply the power to charge for, goods and services provided.

**NOW, THEREFORE,** THE MUNICIPAL COUNCIL OF THE TOWN OF MILLET, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

**SHORT TITLE**

This Bylaw may be referred to as the FEE FOR SERVICE BYLAW of the Town of Millet.

**GENERAL MATTERS**

1. That the rates specified in the Schedules attached be charged for the Municipal Services as specified.
2. This bylaw shall be reviewed and brought before Council annually.
3. From time to time, review and amendments to the various schedules may be required outside the annual review.
4. This bylaw comes into full force and effect on third reading.
5. All schedules attached to this Bylaw form part of this Bylaw

Schedule "A" Fees for Service

READ a first time \_\_\_\_\_

READ a second time \_\_\_\_\_

READ a third and final time \_\_\_\_\_

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CHIEF ADMINISTRATIVE OFFICER**

**SCHEDULE "A"**  
**TOWN OF MILLET FEES FOR SERVICE**

**BUSINESS LICENCE FEES**

Commercial Resident Business	\$110	Per calendar year
Commercial Non-Resident Business	\$220	Per calendar year
Monthly License	\$55	Per Month
Rental Properties – 3-5 units/dwelling/lease space	\$176	Per calendar year
Rental Properties – 6-10 units/dwelling/lease space	\$330	Per calendar year
Rental Properties – 11+ units/dwelling/lease space	\$605	Per calendar year

**All licensing purchased after September 1<sup>st</sup> will be reduced by 50%.**

**ANIMAL BYLAW**

**DOG TAGS**

Lifetime Registration (under 5 years old)	\$150
Lifetime Registration (over 5 years with proof of age)	\$75
Lifetime Restricted/Dangerous	\$350
Replacement Tag	\$10

**CAT TAGS**

Lifetime registration (spayed/neutered)	\$50 lifetime
Lifetime Registration (not spayed/neutered)	\$100 lifetime
<b>ALL LICENSES PURCHASED PRIOR TO MARCH 31, 2025</b>	<b>\$30 lifetime</b>

**BOARDING FEES FOR ANIMAL SHELTER**

Board Fee (cat)	\$55/day
Board Fee (dog)	\$65/day
Release fee	\$55

**ADMIN FEES**

Black/white photocopy	\$1.50/one sided page
Color Photocopy	\$2.00/one sided page
Fax	\$1.50/page
NSF/Return Payment	\$35.00
Municipal documents reprinted (UT bills, tax assessments ect.)	\$10.00/page

**ACCOUNTS RECEIVABLE**

Late payment	2%/month
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## PROMOTIONAL MATERIALS

Town Swag Cost + 5%

## CEMETERY

Grave Plot Fee	\$700
Cremation Plot Fee	\$500
Perpetual Care Fee	\$150
Open and Close Grave Plot	\$500
Open and Close Cremation	\$300
Transfer of Burial Rights	\$50
Permit to Erect Monument	\$50

### Additional Fees – Cemetery

Opening and closing of a grave plot outside of business hours or during winter, from November 1-April 30<sup>th</sup>. Monday to Friday 8:30am to 4:30pm \$450

Opening and closing of a cremains plot outside of business hours or during winter, from November 1-April 30<sup>th</sup>. Monday to Friday 8:30am to 4:30pm \$200

### FACILITY RENTALS –

Millet Agriplex Banquet Hall – Full rental (8am-3am)	\$550	Per day
Millet Agriplex Banquet Hall -Funeral (8am-3am)	\$220	Per day
Millet Agriplex Kitchen Only	\$27.50/hr	Min – 4 hours
Millet Agriplex Banquet hall- no kitchen	\$44.00/hr	Min - 4 hours
^Millet Agriplex Banquet Hall – Meeting rate	\$22.00/hr.	Max -2 hours^
Agriplex Parking Lot	\$350/day	
Damage Deposit – Full Rental and Funeral	\$1000.00	
Damage Deposit – Kitchen Only	\$500.00	
*Damage Deposit – Meetings Agriplex	\$100.00*	
Key Deposit	\$82.50	
Corkage Fee	\$55.00	
Millet Community Hall – all day Weekday	\$385	9am-3am
Millet Community Hall – all day Weekend	\$440	9am-3am
Millet Community Hall – Hourly- Weekday	\$27.50	2 hour Min
Millet Community Hall – Hourly – Weekend	\$33.00	2 hour Min
Damage Deposit	\$300.00	
Center Boardroom – Hourly	\$22/hr	
Center Boardroom – Full day	\$110	
Damage Deposit	\$100.00	

Maximum time may be extended at the discretion of the CAO or designate.

**ICE RENTAL – PRIME TIME – Monday-Friday 3pm-10pm – Weekends 8am-10pm EFFECTIVE SEPTEMBER 1, 2024**

Local Minor	\$115.00/hr
Local Adult Business	\$212.75/hr
Local Junior	\$138.00/hr
Non-local Minor	\$155.25/hr
Non-local Adult/Business	\$264.50/hr
Non-local Junior	\$172.50/hr
Public Skating Sponsor	\$69.00/hr
STAT Holiday Premium	25% additional

**ICE RENTAL – NON-PRIME TIME**

Local Minor	\$97.75/hr
Local Adult Business	\$155.25/hr
Local Junior	\$115.00/hr
Non-local Minor	\$120.75/hr
Non-local Adult/Business	\$172.50/hr
Non-local Junior	\$155.25/hr
STAT Holiday Premium	25% additional

**ARENA SURFACE – OFF SEASON- NO ICE**

Local	\$330.00/day
Local	\$33/hr – 2 hr Min
Non-Local	\$385.00/day
Non-Local \$	\$66.00/hr – Min 2 hrs
Damage Deposit	Same as daily rate
Damage Deposit – Multi day event	\$750.00
Key Deposit	\$75.00

**BALL DIAMONDS**

Millet Minor Ball	\$165 per team per season
Millet Minor Ball Tournaments	\$165 per day for all 3 diamonds
Non-Local Minor Ball Tournament	\$165 per day for all 3 diamonds + \$300DD
Adult Teams	\$44.00 per diamond (max 3 hours)
<b>Youth Teams</b>	<b>\$25.00 per diamond (max 3 hours)</b>
Adult Tournaments	\$275.00 per day -all 3 diamonds + \$300DD
Stat holiday Premium	Additional 25%

**WATER SERVICE BI-MONTHLY RATES**

SINGLE FAMILY DWELLING UNITS;

**\$58.25** for the first 15 cubic meters and **3.50** for each additional cubic meter of water thereafter.

**\$32.50** capital flat rate

COMMERCIAL AND INDUSTRIAL UNITS;

**\$70.00** for the first 15 cubic meters and **3.50** for each additional cubic meter of water thereafter.

**\$35.00** capital flat rate

PUBLIC AND INSTITUTIONAL SCHOOLS;

**71.50** for the first 15 cubic meters and **3.50** for each additional cubic meter of water thereafter.

**\$55.00** capital flat rate

CHURCHES, CLUBS, ASSOCIATIONS, CHARITABLE ORGANIZATIONS;

**\$36.50** for the first 15 cubic meters and **3.50** for each additional cubic meter of water thereafter.

**\$7.50** capital flat rate

#### **ADDITIONAL FEES – WATER SERVICE**

Disconnection Fee: \$100

Reconnection Fee: \$100

Damaged Meters: \$103.50/billing period

Grandfathered flat water access fee: \$116/billing period

Flat Rate for all mobile home units – \$103.50/billing period

#### **SEWER SERVICE CHARGES**

##### **RESIDENTIAL**

Single family dwelling units and Apartments, Condominiums, Duplexes, etc.

\$47.50 per bi-monthly

\$35.00 Capital Flat Rate – bi-monthly

##### **COMMERCIAL**

Car Wash

\$122.50per bi-monthly per stall

\$37.50 Capital Flat Rate – bi-monthly

All other commercial businesses

\$67.00 per bi-monthly

\$35.00 Capital Flat Rate – bi-monthly

PLUS 50% of the amount charged over and above the flat rate for water consumption for COMMERCIAL users only.

### **PUBLIC AND INSTITUTIONAL**

School

\$243.50 per bi-monthly

\$55.00 Capital Flat Rate – bi-monthly

Churches, Clubs, Associations, Charitable Organizations

\$48.50 per bi-monthly

\$7.50 Capital Flat Rate – bi-monthly

### **GARBAGE**

Flat fee - \$32.60 per residence bi-monthly

Additional Garbage Bin - \$8.80 bi-monthly

When waste management company is unable to collect organics bins due to no access: \$26.10 bi-monthly.

Properties that qualify for transfer station vouchers option: \$16.30 bi-monthly

### **UTILITY PENALTIES:**

A (3.9%) percent penalty shall be added to the outstanding current balance if payment is not received at the Town office on the date indicated on each bill.



UTILITY TO TAX TRANSFER ADMIN FEE - \$35.00

**When a property owner or tenant requests the assistance of the Operations staff for any utility issues that are determined to not be the responsibility of the Town of Millet by the CAO or designate, costs shall be billed back to the utility account on the affected property at the actual cost of Town staff attending and investigating the issue.**

**FCSS HOMECARE SERVICES**

1 person in home \$12.60/hr.

2+ people in home \$14.80/hr

**TAX CERTIFICATES** \$40.00

**HIGHWAY 2A SIGNS – Effective July 1, 2024**

Lease Deposit \$200.00

Rental \$50/month Local  
\$100/month Non-Local

**Non-profit** **No charge (must fill out rental form)**



**TOWN OF MILLET  
REQUEST FOR DECISION (RFD)**

**Meeting:** Regular Council Meeting  
**Meeting Date:** September 11, 2024  
**Originated By:** Administration  
**Agenda Item:** 11.1 Smiles Purple

**BACKGROUND/PROPOSAL**

Hello to council,

Exciting news that we've received some additional funding for our Positive Purple Picnic Pop Up on September 21st, 2024.

We would like to invite the council to join us in the fun festivities from 1-3 pm to promote mental health with a live band, bouncy castle, face painting and a BBQ all for FREE.

We have some other surprises in store as well. Please let me know if you have any questions and who would be able to attend. Bring the family!

Keep an eye out for the purple balloon posters around town in the next couple of weeks to get the conversation started about what this is all about!

Please add on the agenda next week to give us approval to put up purple balloons a few days before September 21 to lead the community to our event.

Not sure what the mowing schedule is so would work around that. They will be taken down after the event ends.

Thank you and look forward to hearing back from you soon.

Sincerely,

Rita-anne Fuss

Executive Director of SMILES Nonprofit Society  
Animator for Millet, Alberta  
780-441-5340 – text or call  
Love & Live Your Life with Passion  
Nonprofit SMILES - <http://www.facebook.com/changingsmiles365>  
Follow Me on Facebook: <https://www.facebook.com/rfuss>

**DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES**

**COSTS/SOURCE OF FUNDING**

**RECOMMENDED ACTION:**

Will council be attending and give approval to place purple balloons around town

COUNCIL MEETING

SEP 11 2024

ITEM # 11.1



## TOWN OF MILLET REQUEST FOR DECISION (RFD)

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**Meeting:** Council Meeting  
**Meeting Date:** September 11, 2024  
**Agenda Item:** 11.2 Traffic through alley - DELEGATION

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### BACKGROUND/PROPOSAL

Once construction proceeded for the new lights on the corner of 2A and 616, the access road to Millet Fas Gas was closed and will be permanently closed. This has caused a huge increase in traffic through the back alley behind the Cranston Place apartment building going north and south.

Administration worked with the residents to try and come up with a solution, Temporary barricades were placed on the south entrance of the alley to prevent traffic. Unfortunately, these barricades have just been driven over and destroyed numerous times and the Town does not have any more barricades that they can risk having demolished.

Residents are seeking solutions to this issue. Lynn Brown will be in attendance to discuss this with Council.

COUNCIL MEETING

SEP 11 2024

ITEM # 11.2



## TOWN OF MILLET REQUEST FOR DECISION (RFD)

**Meeting:** Regular Council Meeting  
**Meeting Date:** September 11, 2024  
**Originated By:** Administration  
**Agenda Item:** 11.3 Fortis Franchise Fee Renewal

### BACKGROUND/PROPOSAL

Each year we must renew our franchise fee with Fortis Alberta. Council has the option to leave or change our current rate of 18%.

### DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

**Benefits:**

- 1.) Cash Flow – We receive the funds even when residents do not pay their bills
- 2.) Revenue received from property that is exempt. (i.e. the school doesn't pay property tax but does pay electrical bill.) As a result, a higher Franchise fee lowers the burden on property owners.

**Disadvantages:**

- 1.) The Town of Millet increased franchise fees by 2% last year and another consecutive increase may not be perceived well by the public
- 2.) Increase costs to our residents when many are facing tough times due to the economy and inflation.
- 3.) Increase work for administration to advertise and paperwork required for increase.

**Potential Impact on Residents and the municipal Budget**

	0%	1%	2%
Household cost monthly	14.59	15.40	16.21
Household cost annually	175.09	184.80	194.52
Annual Increase in Municipal income	10,472	23,136	35,801

Last year for 2023 estimate was \$13.39 monthly fee for residential households, therefore, if no change is made in franchise fees, there will still be an increase in residential bills, due to increased fees from FORTIS.

Below are some comparative surrounding communities' rates. For more communities, see attached page.

Camrose: 17% (was 16% last year)  
 Leduc: 16% (no change within the last three years)  
 Wetaskiwin: 18% (was 17%, last year)  
 Calmar 20%

COUNCIL MEETING

**SEP 11 2024**

ITEM: # 11.3

**COSTS/SOURCE OF FUNDING**

Possible additional revenue

**RECOMMENDATION**

Council to discuss and decide based on the information above.



# TOWN OF MILLET REQUEST FOR DECISION (RFD)

**Meeting:** Regular Council Meeting  
**Meeting Date:** September 11 2024  
**Agenda Item:** 11.4 Road Closure Request - Fall Market

## BACKGROUND/PROPOSAL

A request has been received for a fall market to be held on 50<sup>th</sup> Avenue (as shown below) on Friday September 20<sup>th</sup> from 2pm to 7pm.



## DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

The event is proposed to run from 4pm to 7pm but they are requesting the road be closed as of 2pm that day to provide time for set up. The organizer has also requested the use of Town barricades, garbage and recycling receptacles, and portable slow crossing signs for the event.

## COSTS/SOURCE OF FUNDING

N/A

## RECOMMENDED ACTION:

That Council close 50<sup>th</sup> Avenue from 50 Street for approximately 300 feet on September 20, 2024, from 2pm to 7pm for the Fall Market.

COUNCIL MEETING

SEP 11 2024

ITEM # 11.4