

**TOWN OF RIMBEY**

**BYLAW COMMITTEE AGENDA**

**AGENDA FOR BYLAW COMMITTEE MEETING OF THE TOWN OF RIMBEY TO BE HELD ON  
TUESDAY, FEBRUARY 2, 2021 AT 3:00 PM VIA ZOOM CONFERENCE:**

**LOG IN:**

**<https://us02web.zoom.us/j/82357709260?pwd=VkpDSIBRL3Vwa2VSMGMrMndIQXZyUT09>**

**Meeting ID: 823 5770 9260 Passcode: 802136**

<b>1</b>	<b>Call to Order &amp; Record of Attendance</b>	
<b>2.</b>	<b>Agenda Approval and Additions</b> .....	<b>1</b>
<b>3.</b>	<b>Minutes</b>	<b>2</b>
	3.1 Minutes of January 5, 2021 Bylaw Committee Meeting.....	3-4
<b>4.</b>	<b>New and Unfinished Business</b>	
	4.1 Bylaw Definition Review	5-25
	4.2 Tax Incentives Bylaw	26-52
<b>5.</b>	<b>Adjournment</b>	

TOWN OF RIMBEY

BYLAW COMMITTEE MEETING MINUTES

MINUTES FOR BYLAW COMMITTEE MEETING OF THE TOWN OF RIMBEY HELD ON TUESDAY, JANUARY 5, 2021 AT 3:00 P.M. VIA ZOOM CONFERENCE.

- 1 Call to Order Chairperson Rondeel called the Bylaw Committee Meeting to order at 3:00 pm with the following in attendance:

Chairperson Gayle Rondeel  
Councillor Lana Curle  
Deputy Chair Janet Carlson  
Committee Member Connor Ibbotson  
Chief Administrative Officer - Lori Hillis  
Recording Secretary – Bonnie Rybak

Absent

Public  
0 members of the public

2. Adoption of 2.1 January 5, 2021 Agenda  
Agenda

Motion 2021BC001

Moved by Deputy Chair Janet Carlson to accept the agenda for the January 5, 2021 Bylaw Committee Meeting as amended.

In Favor  
Chairperson Gayle Rondeel  
Councillor Lana Curle  
Deputy Chairperson Janet Carlson  
Committee Member Connor Ibbotson

Opposed

CARRIED

3. Minutes 3.1 Minutes of December 1, 2020 Bylaw Committee Meeting

Motion 2021BC002

Moved by Councillor Lana Curle to accept the Minutes of the December 1, 2020 Bylaw Committee Meeting, as presented.

In Favor  
Chairperson Gayle Rondeel  
Councillor Lana Curle  
Deputy Chairperson Janet Carlson  
Committee Member Connor Ibbotson

Opposed

CARRIED

4. New and  
Unfinished  
Business

4.1 Urban Hens

Motion 2021BC003

Moved by Committee Member Connor Ibbotson to accept the Draft Urban Hen Bylaw as amended.

In Favor

Chairperson Gayle Rondeel  
Councillor Lana Curle  
Deputy Chairperson Janet Carlson  
Committee Member Connor Ibbotson

Opposed

CARRIED

Motion 2021BC004

Moved by Committee Member Connor Ibbotson to forward the Draft Urban Hen Bylaw as amended to Council for consideration.

In Favor

Chairperson Gayle Rondeel  
Councillor Lana Curle  
Deputy Chairperson Janet Carlson  
Committee Member Connor Ibbotson

Opposed

CARRIED

4.3 Town of Rimbey Tax Incentive Bylaw

Motion 2021BC05

Moved by Deputy Chair Janet Carlson to accept the Town of Rimbey Tax Incentive Bylaw as information.

In Favor

Chairperson Gayle Rondeel  
Councillor Lana Curle  
Deputy Chairperson Janet Carlson  
Committee Member Connor Ibbotson

Opposed

CARRIED

Motion 2021BC06

Moved by Councillor Lana Curle to forward the Town of Rimbey Tax Incentive Bylaw to Council for consideration.

In Favor

Chairperson Gayle Rondeel  
Councillor Lana Curle  
Deputy Chairperson Janet Carlson  
Committee Member Connor Ibbotson

Opposed

CARRIED

4.4 Town of Rimbey Bylaw Committee Meeting Schedule

Motion 2021BC07

Moved by Deputy Chairperson Janet Carlson to change the dates for the Town of Rimbey Bylaw Committee meetings to one meeting per month to be held on the 1<sup>st</sup> Tuesday of the month at 3: pm.

In Favor

Chairperson Gayle Rondeel  
Councillor Lana Curle  
Deputy Chairperson Janet Carlson  
Committee Member Connor Ibbotson

Opposed

CARRIED

5. Adjournment

5.1 Adjournment

Motion 2021BC008

Moved by Councillor Lana Curle to adjourn the Bylaw Committee Meeting at 3.25 pm.

In Favor

Chairperson Gayle Rondeel  
Councillor Lana Curle  
Deputy Chairperson Janet Carlson  
Committee Member Connor Ibbotson

Opposed

CARRIED

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Chairperson Councillor Rondeel

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Deputy Chairperson Janet Carlson



REQUEST FOR DECISION

<b>Bylaw Committee Agenda Item</b>	Bylaw Definitions Review
<b>Bylaw Committee Meeting Date</b>	February 2, 2021
<b>Subject</b>	Bylaw Definition Review
<b>For Public Agenda</b>	Public Information
<b>Information</b>	The Bylaw Committee requested to review bylaw definitions to better understand the bylaws. They chose Bylaw 917/16, 939/18 and 938/18.
<b>Attachments</b>	Bylaw Definition Excel Spreadsheet

**Prepared By:**

Bonnie Rybak

Bonnie Rybak  
Recording Secretary

January 28, 2021

Date

**Endorsed By:**

Gayle Rondeel

Gayle Rondeel  
Chairperson

January 28, 2021

Date

# BYLAW DEFINITIONS

	LAND USE BYLAW 917/16	COUNCIL PROCEDURE 939/18	COUNCIL CODE OF CONDUCT 938/18
WORD	DEFINITION	DEFINITION	DEFINITION
<b>“abattoir”</b>	means a building and/or site used as a slaughterhouse, where animals are killed and butchered for human or animal consumption;		
<b>"abut"</b>	or "abutting" means immediately contiguous or physically touching, and, when used with respect to a lot or site, means that the lot or site physically touches upon another lot or site, and shares a property line or boundary line with it;		
<b>"Act"</b>	means the Municipal Government Act, R.S.A. 2000, as amended;		
<b>“accessory building”</b>	means a building separate and subordinate to the principle building, the use of which is incidental to that principle building and is located on the same lot. A garage attached to a principle building is deemed to be part of the principle building;		
<b>“accessory use”</b>	means any use in a building and/or on a parcel of land which is supplementary or subordinate to the principle use located in the same building and/or on the same parcel of land;		
<b>“Administrative Inquiry”</b>		shall mean a written request from a Member of Council to the Administration, for the future provision of information and report.	
<b>"adjacent"</b>	means land that is contiguous to a particular parcel of land and includes land that would be contiguous if not for a highway, road, river or stream;		
<b>“adult entertainment”</b>	means any building used as “retail” in which books and/or items for a mature audience are displayed and sold, or a building that shows mature films or live entertainment;		
<b>"agricultural operation"</b>	means an agricultural operation as defined in the Agricultural Operation Practices Act;		

	LAND USE BYLAW 917/16	COUNCIL PROCEDURE 939/18	COUNCIL CODE OF CONDUCT 938/18
<b>“agricultural sales and/or service”</b>	means a building or site used for “retail” but in which the goods for sale are vehicles, equipment, or machinery for use in the agricultural industry, and/or the servicing of vehicles, equipment, or machinery related to the agricultural industry;		
<b>“amusement arcade”</b>	means a building and/or site which operates mechanical and/or electronic games, and rides, for entertainment purposes;		
<b>“animal kennel”</b>	means a building and/or site used for the breeding, care, supervision, and/or housing of animals on either a short or long term basis;		
<b>“animal shelter”</b>	means a building and/or site used for the temporary accommodation and/or impoundment of animals;		
<b>“art gallery”</b>	means a building used for the display and “retail” of works of art;		
<b>“auction mart”</b>	means a building and/or site used for “retail” but in which goods are sold by an auctioneer and where goods are sold to the highest bidder;		
<b>“automotive sales and/or rental”</b>	means a building or site used for “retail” but in which the goods for sale, and/or lease are automobiles, trucks, boats, trailers, recreational vehicles, or other similar personal vehicles;		
<b>“automotive service and/or paint shop”</b>	means a building or site used for “retail” but in which the goods for sale are related to the use and operation of automobiles, trucks, boats, trailers, recreational vehicles, or other similar personal vehicles;		
<b>“automotive supply store”</b>	means a building or site used for “retail” but in which the goods for sale are related to the use and operation of automobiles, trucks, boats, trailers, recreational vehicles, or other similar personal vehicles;		
<b>“bakery”</b>	means a building used for baking food as well as the “retail” of said food;		

	LAND USE BYLAW 917/16	COUNCIL PROCEDURE 939/18	COUNCIL CODE OF CONDUCT 938/18
<b>“balcony”</b>	means a horizontal structure, with a railing, adjoining a building above the first storey floor level, and intended for use as a private outdoor amenity space with access only from within the building.		
<b>"basement"</b>	means the portion of a development which is wholly or partially below grade, having above grade no more than 1.8 m of its clear height lying below the finished level of the floor directly above;		
<b>“bed and breakfast”</b>	means a home based business in which an owner occupying a single-detached dwelling provides temporary accommodation with one meal provided to registered patrons in exchange for compensation;		
<b>"building"</b>	includes anything constructed or placed on, in, over or under land but does not include a highway or road or a bridge that forms part of a highway or road;		
<b>“Bylaw”</b>		shall mean a Bylaw of the Town of Rimbey.	
<b>“campground”</b>	means the use of a site managed for the short term stay of tents, campers, and/or recreational vehicles, but which is not used as year round storage or accommodation;		
<b>“car/truck wash”</b>	means the use of a building and/or site for the cleaning of motorized vehicles either manually or through an automated process;		
<b>“c-can”</b>	means a specific type of portable storage container which is a metal freight container that is used for the temporary storage of materials and equipment. See portable storage container definition;		
<b>“cemetery”</b>	means a site used for the burying of the remains of animals and/or humans;		
<b>“Chairperson”</b>		or chair shall mean the Mayor, Deputy Mayor or any other duly appointed Presiding Officer at a constituted meeting.	
<b>“Chief Administrative Officer”</b>		as the meaning prescribed under the Municipal Government Act, and may be referred to as the “CAO”.	as the meaning prescribed under the Municipal Government Act, and may be referred to as the “CAO”.
<b>“club”</b>	means a building and/or site used for the private meeting and social activities of members of a private organization and which may include space for eating, drinking, and congregating;		



	LAND USE BYLAW 917/16	COUNCIL PROCEDURE 939/18	COUNCIL CODE OF CONDUCT 938/18
<b>“community centre”</b>	means a building and/or site open to the general public and used for recreational, educational, social and/or cultural activities;		
<b>“Complained of Councillor”</b>			means the Councillor against whom a complaint has been made under this code of conduct.
<b>“Conflict of Interest”</b>		means an occurrence where a Councillor’s personal or private interests are, or may be perceived as, influencing the Councillor on a matter of public interest before Town Council, including occurrences which may result in common law bias, including direct or indirect pecuniary interest, prejudice, close mindedness or undue influence.	means an occurrence where a Councillor’s personal or private interests are, or may be perceived as, influencing the Councillor on a matter of public interest before Town Council, including occurrences which may result in common law bias, including direct or indirect pecuniary interest, prejudice, close mindedness or undue influence. A Conflict of Interest occurrence also includes using the Councillor’s position, confidential information or Town of Rimbe employees, materials, or facilities for personal or private gain or advancement or the expectation of personal or private gain or advancement. A Conflict of Interest may include advancing the interests of the Councillor’s family, friends or business associates.
<b>“contracting services”</b>	means a building or site used for the operation and storage of materials and/or vehicles related to the industries of construction, painting, plumbing, heating, electrical, landscaping, drilling and excavation, paving, maintenance and cleaning;		
<b>“convenience store”</b>	means “retail” but where the gross floor area does not exceed 186.0 m2 in gross floor area;		
<b>“Council”</b>	mean the Council of the Town of Rimbe;	means the Town of Rimbe Council.	means the Town of Rimbe Council.
<b>“Councillor(s)”</b>		has the meaning described under the Municipal Government Act, including an individual elected member of the Town of Rimbe Council and the Chief Elected Official (Mayor).	has the meaning described under the Municipal Government Act, including an individual elected member of the Town of Rimbe Council and the Chief Elected Official (Mayor).
<b>"confined feeding operation"</b>	means a confined feeding operation as defined in the Agricultural Operation Practices Act"		

	LAND USE BYLAW 917/16	COUNCIL PROCEDURE 939/18	COUNCIL CODE OF CONDUCT 938/18
"corner lot"	means a lot having boundary lines on two or more roads or highways, or with a road and a highway, at their intersection or junction. Corner lot also means a lot having a boundary line at a point where a road or highway changes direction by a minimum of 45 degrees within the boundaries of the lot;		
"coverage"	means the sum of the floor areas at grade of all buildings, both principle and accessory, on a lot divided by the area of the lot;		
"date of issue"	means the date on which the notice of a decision of the Development Authority is published or mailed;		
"deck"	means a means an uncovered horizontal structure with a surface height greater than 0.6m (2 ft) above grade at any point, and intended for use as a private outdoor space;		
"Delegation"		shall mean a person or group of persons wishing to appear before the Council to address a specific matter.	
"Deputy Mayor"		shall mean the member who is appointed pursuant to the Municipal Government Act to act as Mayor in the absence or incapacity of the Mayor.	
"development authority"	means the development authority of the Town as established by this Bylaw;		
"development permit"	means a document authorizing a development issued pursuant to this Land Use Bylaw;		
"development"	(40) means:		
	(a) an excavation or stockpile and the creation of either of them, or		
	(b) a building or an addition to or replacement or repair of a building and the construction or placing of any of them in, on, over or under land, or		
	(c) a change of use of land or a building or an act done in relation to land or a building that results in or is likely to result in a change in the use of the land or building, or		

	LAND USE BYLAW 917/16	COUNCIL PROCEDURE 939/18	COUNCIL CODE OF CONDUCT 938/18
	(d) a change in the intensity of use of land or a building or an act done in relation to land or a building that results in or is likely to result in a change in the intensity of use of the land or building; and without restricting the generality of the foregoing, includes:		
	(i) in the case of a lot used for residential purposes, alterations made to a building or an additional building on the lot whether or not the building is a dwelling or part of a dwelling unit,		
	(ii) in the case of a lot used for other than residential purposes, alterations or additions made to a building on the lot or a use of the lot which would increase either the capacity of the building or the intensity of use of the lot,		
	the display of advertisements or signs on the exterior of a building or on any land,		
	(iv) the deposit of earth, debris, waste materials, refuse, or any other material on any land, including land already being used for that purpose, or if the natural topography or drainage is altered,		
	(v) the removal of topsoil from land,		
	(vi) the recommencement of the use to which land or a building has been previously put if that use has been discontinued for a period of more than six months,	means differential treatment of an individual or group of individuals based on cultural background, religious belief, gender, gender identification, marital status, positions, physical characteristics, or age. Discrimination can be intentional or unintentional and includes systemic discrimination in which neutral systems often have an inconsistent or unequal effect upon a particular group.	
	(vii) the use of land for storage purposes or for the repair of equipment, vehicles or other kinds of machinery, or		
	(viii) the removal or demolition of a building;		

	LAND USE BYLAW 917/16	COUNCIL PROCEDURE 939/18	COUNCIL CODE OF CONDUCT 938/18
<b>“Discrimination”</b>		means differential treatment of an individual or group of individuals based on cultural background, religious belief, gender, gender identification, marital status, positions, physical characteristics, or age. Discrimination can be intentional or unintentional and includes systemic discrimination in which neutral systems often have an inconsistent or unequal effect upon a particular group.	
<b>“financial services”</b>	means a building used as a bank, credit union, or any other similar monetary enterprise;		
<b>“front line”</b>	means the boundary line of a lot lying adjacent to a highway or road. In the case of a corner lot, the shorter of the two boundary lines adjacent to the highway or road shall be considered the front line;		
<b>“front yard”</b>	means a yard extending across the full width of a lot from the front line of the lot to the nearest wall of the main building situated on the lot. For the purposes of lakefront lots, the front line of the lot shall be considered to be closest to the lake;		
<b>“funeral Home”</b>	means a building and/or site used for the organization of funerals, the preparation of the deceased for burial or cremation, and/or the holding of funeral services;		
<b>“gambling and gaming hall”</b>	means a building used as a gaming establishment which offers games of chance including slot machines, table games, video lottery terminals, and/or a bingo hall;		
<b>“garage”</b>	means a building or portion thereof which is designated and used for the storage, marking or the maintenance of personal vehicles.		
<b>“gas bar”</b>	means a site or portion thereof used for the sale of gasoline, propane and other fuels, the sale of lubricating oils and other automotive fluids or motor vehicle accessories but does not include automotive service establishments;		
<b>“golf course”</b>	means a site used for the purposes of playing golf and which may include a clubhouse as an accessory use;		

	LAND USE BYLAW 917/16	COUNCIL PROCEDURE 939/18	COUNCIL CODE OF CONDUCT 938/18
<b>“grade”</b>	means the average elevation at the finished level of the ground, excluding an artificial embankment, at any point immediately adjacent to the building. Grade may have been established in conjunction with a subdivision grade plan prepared by a civil engineer.		
<b>“greenhouse”</b>	means a building and/or site used to grow and “retail” flowers, trees, shrubs, vegetables, and/or other plants;		
<b>“grocery store”</b>	means a building used for “retail” but which sells primarily food items for consumption off-site, and which has a gross floor area greater than 450 m <sup>2</sup> ;		
<b>“group home”</b>	means a building and/or site use for residential purposes for individuals who require supervision because of their age, disability, or need for rehabilitation, and where qualified staff are present at all times;		
<b>“habitable floor space”</b>	means any room or enclosed space used or useable for human occupancy, including but not limited to kitchens, bedrooms, living rooms, family rooms and dens, bathrooms, laundries, pantries, foyers, hallways/entry ways, and areas containing infrastructure/servicing (furnace, circuit panel, water heater, etc.) but excludes any room or space not intended primarily for human occupancy including but limited to storage areas/cellars and undeveloped basements;		
<b>“Harassment”</b>		means any unwanted physical or verbal conduct that is based on, but not restricted to cultural background, age, religion, gender, marital status, position, mental or physical disability, pardoned conviction, gender identification or any other conduct that a reasonable person ought to have deemed as being unwelcome.	
<b>“height”</b>	means the vertical distance between the grade and the highest point of a building that is not a stairway entrance, a ventilating fan, a skylight, a steeple, a chimney, a smoke stack, a fire wall, or a flagpole, or similar device not structurally essential to the building;		

	LAND USE BYLAW 917/16	COUNCIL PROCEDURE 939/18	COUNCIL CODE OF CONDUCT 938/18
<b>“Home occupation”</b>	means any occupation, trade, profession, or craft carried on by an occupant of a residential building as a use secondary to the residential use of the building, and which does not change the character thereof or have any exterior evidence of such secondary use;		
<b>“hospital”</b>	means a building and/or site used for medical care, examination, treatment, surgery and recovery of patients and which may include an extended stay;		
<b>“hotel”</b>	means a building used for short term stays through the provision of rooms or suites where rooms are accessed from a common interior corridor, and which may also contain commercial uses such as restaurants, or convention space;		
<b>“Housing, apartment (high rise)”</b>	means a residential use consisting of more than four dwelling units, but which has a height less than 15 metres, but shall not mean row housing;		
<b>“Housing, apartment (low rise)”</b>	means a residential use consisting of more than four dwelling units, but which has a height greater than 15 metres, but shall not mean row housing;		
<b>“housing, duplex”</b>	means a building with two dwelling units that have sharing one common wall in the case of side-by-side units, or having the dwelling area located above the dwelling area of the other in the cases of vertical units, each with a private entry;		
<b>“housing, fourplex”</b>	means a building that contains four dwelling units;		
<b>“housing, manufactured home”</b>	means a transportable factory built residential building containing one dwelling unit suitable for long term occupancy, designed to be movable, transported on its own wheels and chassis or other means and arriving at a site ready for occupancy except for incidental operations such as placement on foundation supports and connection to utilities. Manufactured homes shall have pitched roofs and eaves and shall conform to CAN/CSA Z240 MH Series and A277 certified standards;		

	LAND USE BYLAW 917/16	COUNCIL PROCEDURE 939/18	COUNCIL CODE OF CONDUCT 938/18
<b>“housing, mixed use”</b>	means a building and/or site which has a combination of uses but which typically entails “retail” or “office” uses on the ground floor and residential uses on the upper floors;		
<b>“housing, mobile”</b>	means a factory constructed detached dwelling unit, with an integral frame, readily relocatable singly or in double modules. Due to the age of the home they do not meet the Canadian Standards Association (CSA) A277 Standard or building code standards;		
<b>“housing, modular”</b>	means a building containing one dwelling unit, built in a factory and transported to a site to be permanently installed on a foundation., and which appears indistinguishable in design and finish from a stick-built house, and does not includes “housing, manufactured home” or “housing, mobile”;		
<b>“housing, row house”</b>	means a building with one of three or more dwellings joined side by side or side to back. Can also include townhouse, garden homes and townhouses attached to high-rise buildings. Have no dwellings above or below them;		
<b>“housing, secondary suite”</b>	means a self-contained living space either located in the principle building or on the same site as the principle building. Secondary suites have a separate entrance, cooking, sleeping and bathing facilities and are no larger than 70 m <sup>2</sup> . Secondary suites shall include basement suites and garage suites;		
<b>“housing, single detached”</b>	means a residential building containing one dwelling unit which is intended as a permanent residence. Single detached dwellings must be of new construction and be physically separate from any other residential building. Single detached dwellings do not include a manufactured home;		
<b>“housing, triplex”</b>	means a building that contains three dwelling units;		

	LAND USE BYLAW 917/16	COUNCIL PROCEDURE 939/18	COUNCIL CODE OF CONDUCT 938/18
<b>“In Camera”</b>		means "in private " meeting. It involves a confidential meeting, or a portion of a meeting, taking place with only Council members, the CAO, or any other person invited by Council, present and are within one of the exceptions to disclosure as outlined in the Freedom of Information and Protection of Privacy Act.	means "in private" meeting. It involves a confidential meeting, or a portion of a meeting, taking place with only Council members, the CAO, or any other person invited by Council and are within one of the exceptions to disclosure as outlined in the Freedom of Information and Protection of Privacy Act.
<b>“internal local roads”</b>	includes all roads within subdivisions, and all service roads adjacent to major two-lane highways, minor two-lane highways, and multi-lane highways;		
<b>“lake”</b>	means a body of water, free from large quantities of aquatic vegetation, and		
<b>“landfill”</b>	means a site operated by the Town for controlled waste management where waste collected within the municipality is recycled or permanently disposed of;		
<b>“lane”</b>	means a right-of-way on which motorized vehicles are normally allowed to operate which is 10 m or less in width;		
<b>“library”</b>	means a building which primarily loans reading and/or visual material to the general public;		
<b>“liquor store”</b>	means a building and/or site used for “retail” but in which the goods sold are liquor/alcohol for human consumption;		
<b>“livestock”</b>	means livestock as defined in the Agricultural Operation Practices Act;		
<b>“lot”</b>	means:		
	(a) a quarter section,		
	(b) a river lot or a lake lot shown on an official plan referred to in the Surveys Act that is filed or lodged in a Land Titles Office,		
	(c) a part of a parcel of land described in a certificate of title if the boundaries of the part are described in the certificate of title other than by reference to a legal subdivision, or		
	(d) a part of a parcel of land described in a certificate of title if the boundaries of the part are described in the certificate of title by reference to a plan of subdivision;		



	LAND USE BYLAW 917/16	COUNCIL PROCEDURE 939/18	COUNCIL CODE OF CONDUCT 938/18
<b>“maintenance”</b>	means the upkeep of the physical form of any building which does not require a permit pursuant to the Safety Codes Act. Maintenance will include painting, replacing flooring, replacing roofing materials, but will not include any activity that will increase the habitable floor area of any dwelling unit or the internal volume of any building;		
<b>“major”</b>	means, when added as a prefix or suffix to a use, a use which, due to its nature or relatively larger scale, will or could have, in the sole opinion of the Development Authority, an impact on surrounding uses, or which may be intended to serve an area larger than the immediate or local area;		
	“Manufacturing, processing, packaging or assembly of goods or materials” means a building and/or site where materials are merged to assemble a product and where the product is then packaged for distribution;		
<b>“Mayor”</b>		4. shall mean the Chief Elected Official elected in accordance with the Municipal Government Act.	
<b>“may”</b>	is an operative word meaning a choice is available , with no particular direction or guidance intended;		
<b>“meat processing plant”</b>	means the processing and distributing of animal carcasses to retailers, but does not include a kill floor;		
<b>“medical clinic”</b>	means a building used for the provision of physical and mental health services on an outpatient basis including dental offices, physical therapy, pharmacy, counselling, doctor’s offices, and/or chiropractic offices;		
<b>“Member”</b>		shall mean a member of Council.	
<b>“MGA”</b>	means the Municipal Government Act (Chapter M-26, R.S.A. 2000) and all regulations and amendments passed pursuant thereto;	means the Municipal Government Act.	means the Municipal Government Act.

	LAND USE BYLAW 917/16	COUNCIL PROCEDURE 939/18	COUNCIL CODE OF CONDUCT 938/18
<b>“mini storage”</b>	means a building and/or site used for containing separate secured indoor storage units, designed to be rented or leased for private storage of personal goods;		
<b>“minor”</b>	means, when added as a prefix or suffix to a use, a use which, due to its nature or relatively smaller scale, will or could have, in the sole opinion of the Development Authority, a limited impact on surrounding uses, or which may be intended to serve a small or local area;		
<b>“motel”</b>	(97) means a building or group of buildings on a parcel of land designed and operated for the provision of rooms or suites for temporary sleeping accommodation where each room has its own exterior access, and may include a restaurant and/or convention services;		
<b>“municipality”</b>	means the Town of Rimbey;		
<b>“museum”</b>	means a building and/or site used for the display of artefacts for cultural and educational purposes;		
<b>“nightclub”</b>	means a building and/or site featuring live entertainment such as music and dancing, and in which alcohol and food may also be served to patrons;		
<b>“non-conforming building”</b>	means a building:		
	(a) that is lawfully constructed or lawfully under construction at the date a land use bylaw affecting the building or the land on which the building is situated becomes effective, and		
	(b) that on the date this land use bylaw becomes effective does not, or when constructed will not, comply with this land use bylaw;		
<b>“non-conforming use”</b>	means a lawful specific use:		
	(a) being made of land or a building or intended to be made of a building lawfully under construction, at the date a land use bylaw affecting the land or building becomes effective, and		

	LAND USE BYLAW 917/16	COUNCIL PROCEDURE 939/18	COUNCIL CODE OF CONDUCT 938/18
	that on the date this land use bylaw becomes effective does not, or in the case of a building under construction will not, comply with this land use Bylaw;		
<b>“office”</b>	means a building primarily used for the provision of professional, management, administrative and consulting services but does not include the use as “retail”;		
<b>“open space”</b>	means land and water areas which are retained in an essentially undeveloped state and often serve one or more of the following uses: conservation of resources; ecological protection; recreation purposes; historic or scenic purposes; enhancement of community values and safety; maintenance of future land use options;		
<b>“owner”</b>	means:		
	(a) in the case of land owned by the Crown in right of Alberta or the Crown in right of Canada, the Minister of the Crown having the administration of the land, or		
	(b) in the case of any other land, the person shown as the owner on the Land Title.		
<b>“parcel of land”</b>	means the aggregate of one or more areas of land described in a certificate of title or described in a certificate of title by reference to a plan filed or registered in a land titles office;		
<b>“park”</b>	means any parcel of land which is for use by the general public for recreational activities, sporting, or gathering, and which may be left in a natural state or may include man-made features including area for sporting activities, playgrounds, picnic areas, and/or walking trails;		
<b>“parking facility”</b>	means a building and/or site used for vehicular parking as a principal use;		
<b>“Pecuniary Interest”</b>			means those occurrences as prescribed in the Municipal Government Act, R.S.A. 2000 Chapter M-26.

	LAND USE BYLAW 917/16	COUNCIL PROCEDURE 939/18	COUNCIL CODE OF CONDUCT 938/18
<b>“permitted use”</b>	means the use of land or a building provided for in a land use Bylaw for which a development permit shall be issued upon application having been made, provided that all of the regulations of this Bylaw, and all of the matters left to the discretion or the satisfaction of the Development Authority, have been satisfied to the satisfaction of the Development Authority;		
<b>“Person”</b>		shall include an individual, partnership, corporation, trustee, executor or administrator.	
<b>“personal service establishment”</b>	means a use relating to the care and appearance of the body or the cleaning and repair of personal effects. Typical uses include barber shops, beauty parlours, nail salons, tailors, dressmakers, shoe repair shops, dry cleaning establishments (pick-up and drop-off only), laundromats, photographic studios, personal fitness activity, and may include accessory retail sales. This use class does not include escort services, even as an accessory use;		
<b>“Point of Order”</b>		shall mean the raising of a question by a member or staff to call attention to any departure from the Procedure Bylaw.	
<b>“porch”</b>	means a structure abutting a dwelling having a roof but with walls that are open and unenclosed to the extent of at least 50% thereof except for removable screens and storm sashes or awnings, used as a private outdoor amenity space;		
<b>“portable storage container”</b>	means a secure, steel/wood structure that is portable in nature (e.g. Sea Can, cargo container, shipping container etc.). See also “sea can” definition;		
<b>“principle building”</b>	means a building where the principle use of the site operates from;		
<b>“principle use”</b>	means the primary purpose or purposes for which a building or lot is used;		
<b>“Procedural Bylaw”</b>		means the current, active Procedural Bylaw of the Town of Rimbey, which established the procedural guidelines of Council.	

	LAND USE BYLAW 917/16	COUNCIL PROCEDURE 939/18	COUNCIL CODE OF CONDUCT 938/18
<b>“public administration”</b>	means the use of a building and/or site for the operation and/or provision of services by the Municipal, Provincial, and/or Federal governments;		
<b>“Public Forum”</b>		shall mean the portion of the meeting where a person(s) present at the meeting are allowed to address Council regarding issues arising from the meeting in progress.	
<b>“Public Hearing”</b>		shall mean a meeting of Council convened to hear matters pursuant to the Municipal Government Act, any other Act, and any other matter at the direction of Council.	
<b>“Quorum”</b>		shall mean a majority of those members elected and serving on Council.	
<b>“rear line”</b>	means the boundary line of a lot lying opposite to the front line of the lot and/or farthest from a highway or road;		
<b>“rear yard”</b>	means a yard extending across the full width of a lot from the nearest wall of the main building situated on the lot, to the rear line of the lot;		
<b>“recreational facility”</b>	means a building and/or site used for sports or other active recreational activities and may include health and fitness clubs, racquet courts, dance studios, martial arts schools, basketball and volleyball courts, hockey arenas, football and soccer field, and or other similar sporting fields but not including an outdoor golf course;		
<b>“recycling depot”</b>	means a facility used for the purchasing, collection, sorting, packaging, and temporary storage of empty bottles, cans, and containers or other recyclable and reusable materials and where storage is contained within an enclosed building;		
<b>“religious institution”</b>	means a building used for the congregation, meeting, study, and prayer related to any religious faith;		
<b>“repair shop”</b>	means a building and/or site used for the maintenance, and repair of any goods and/or equipment excluding motor and/or recreational vehicles;		

	LAND USE BYLAW 917/16	COUNCIL PROCEDURE 939/18	COUNCIL CODE OF CONDUCT 938/18
<b>“restaurant, drive-thru”</b>	means a building where food is prepared and sold for consumption to patrons and which offers service through a drive up window;		
<b>“restaurant”</b>	means a use where food is prepared and served on the premises for sale to patrons, and which may or may not be licensed to serve alcohol, and may include entertainment which is accessory to the preparation and service of food;		
<b>“retail”</b>	means a use that focuses on the display and sale of goods, wares, or merchandise. This use includes, but is not limited to drug stores, clothing stores, sporting goods stores and other similar uses, but does not include retail stores where the majority of total sales are generated through the sale of adult-oriented materials (clothing, videos, magazines, etc.);		
<b>“retaining wall”</b>	means a structure constructed to withstand lateral pressure in order to hold back earth, loose rock, or similar materials;		
<b>“riding arena, private”</b>	means a building or structure in which equestrian, athletic or recreational activities are carried out on the lot upon which the arena is located;		
<b>“road”</b>	means a right-of-way on which motorized vehicles are normally allowed to operate, or a road as defined in the Act, but does not include either a highway or a lane;		
<b>“salvage yard”</b>	means a building and/or site used for the storage and deconstruction of scrap materials;		
<b>“school”</b>	means a use operated by a School Board that provides grade and secondary school instruction to pupils through courses prescribed or approved by the Provincial Government;		
<b>“screening”</b>	means a fence, wall, berm, hedge or other barrier providing visual and/or acoustic separation of sites;		
<b>“sea can”</b>	see c-can;		

	LAND USE BYLAW 917/16	COUNCIL PROCEDURE 939/18	COUNCIL CODE OF CONDUCT 938/18
<b>“setback”</b>	means the perpendicular distance that a development must be set back from the front, side or rear property boundaries of the parcel as specified in the particular District in which the development is located;		
<b>“shall”</b>	is an operative word which means the action is obligatory;		
<b>“shoreline”</b>	means the bank of the body of water as determined pursuant to the Surveys Act;		
<b>“should”</b>	is an operative word which means that, in order to achieve local goals and objectives it is strongly advised that the action be taken. Exceptions shall be made only under extenuating circumstances;		
<b>“side line”</b>	means the boundary line of a lot lying between a front line and a rear line of a lot. In the case of a corner lot, the longer of the two boundary lines adjacent to the highway or road shall be considered a side line;		
<b>“side yard”</b>	means a yard extending from the front yard of a lot to the rear yard of the lot and lying between the side line of the lot and the nearest wall of the main building;		
<b>“sign”</b>	means any word, letter, model, picture, symbol, device or representation used as, or which is in the nature of, wholly or in part, an advertisement, announcement or direction. Any structure, or portion thereof, which is used primarily to carry, hold, maintain, support or sustain a sign is construed as being part of the sign, and except as provided for in this Bylaw, is subject to all regulations governing signs;		
<b>“site”</b>	means an area of land designed to accommodate, and intended to be rented for, a tent or recreational vehicle or cabin;		
<b>“solar collector”</b>	means any device used to collect sunlight that is part of a system used to convert radiant energy from the sun into thermal or electrical energy.		

	LAND USE BYLAW 917/16	COUNCIL PROCEDURE 939/18	COUNCIL CODE OF CONDUCT 938/18
<b>“subdivision and development appeal board”</b>	means a subdivision and development appeal board appointed pursuant to Town Bylaw and the Act;		
<b>“subdivision authority”</b>	means the Subdivision Authority established pursuant to the Act through the Town’s Subdivision Authority Bylaw;		
<b>“substandard lot”</b>	means any lot which is smaller, in area or in any dimension, than the minimum area or dimension stipulated in the regulations of the District in which the lot is located;		
<b>“temporary development”</b>	means a development for which a development permit has been issued and which exists for a limited time only;		
<b>“theatre”</b>	means a building and/or site used to show entertainment including films, live theatre, or musical performances;		
<b>“tourist information centre”</b>	means the use of a building and/or site to dispense information to the travelling public regarding the Town and may also include washrooms, picnic facilities, or other similar amenities;		
<b>“Town”</b>		The means the municipality of Rimbey.	means the municipality of Rimbey.
<b>“trucking establishment”</b>	means any building and/or site where commercial vehicles may park for a short or long term stay and which may include a “convenience store,” “restaurant,” and/or “gas bar”;		
<b>“undeveloped lot”</b>	means a lot which does not contain a dwelling or any other building, but which may contain utility services;		
<b>“unique site requirements”</b>	are a set of site locational requirements which have been demonstrated to the Town’s satisfaction to be necessary in order for the development of a commercial or industrial use to be carried out;		
<b>“use”</b>	means the utilization of a building or parcel of land for a particular type of operation;		
<b>“utility installations”</b>	means a utility as defined in the Act, as amended;		
<b>“utility”</b>	means a building and/or site for use by a utility company maintains to maintain or shelter any equipment used in connection with the utility;		



	LAND USE BYLAW 917/16	COUNCIL PROCEDURE 939/18	COUNCIL CODE OF CONDUCT 938/18
<b>“veterinary clinic”</b>	means a building and/or site used for the medical care and treatment of animals on either a short term or long term basis;		
<b>“warehouse”</b>	means a building and/or site used for the storage of materials, goods, and products which will ultimately be distributed and for sale at “retail” stores;		
<b>“wrecking yard”</b>	means land and buildings that are used for the storage and dismantling of old or wrecked vehicles and / or machinery for the purpose of recycling their components;		
<b>“Written Notice”</b>		shall mean letter, email, or facsimile.	
<b>“yard”</b>	means a part of a parcel of land upon or over which no building is to be erected unless otherwise provided for in this Bylaw.		



REQUEST FOR DECISION

<b>Bylaw Committee Agenda Item</b>	4.2
<b>Bylaw Committee Meeting Date</b>	February 2, 2021
<b>Subject</b>	Town of Rimbey Tax Incentives Bylaw
<b>For Public Agenda</b>	Public Information
<b>Information</b>	<p>In 2019 Sections 364.2 and 364.3 of the <i>Municipal Government Act</i> came into force to provide for a new mechanism to incentivize development. Section 364.2 allows Council, by bylaw, to grant tax exemptions or tax deferrals to non-residential properties. Following the requirements of these sections of the MGA, Administration has reached out to Brownlee LLP to prepare the appropriate bylaw and agreements.</p> <p>On January 5, 2021 the Bylaw Committee reviewed the Tax Incentives Bylaw and made Motion 2021BC06 to forward to Council for consideration. The Bylaw Committee has requested Administration to bring it back for a second review.</p>
<b>Attachment</b>	<p>Draft Town of Rimbey Tax Incentives Bylaw  Draft Tax Incentives Agreement for corporate and individual developers</p>

**Prepared By:**

Bonnie Rybak

Bonnie Rybak  
Recording Secretary

January 28, 2021

Date

**Endorsed By:**

Gayle Rondeel

Gayle Rondeel  
Chairperson

January 28, 2021

Date



## Town of Rimbey

### Bylaw 974/21

#### A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE REGULATIONS FOR THE TAX INCENTIVES BYLAW.

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**WHEREAS** The Town of Rimbey considers it desirable to encourage the development of non-residential properties for the general benefit of the Town;

**AND WHEREAS** Pursuant to Section 364.2 of the *Municipal Government Act*, RSA 2000, c M-26, Council may pass a tax incentives bylaw to encourage development and revitalization of non-residential properties for the general benefit of the Town;

**AND WHEREAS** The Town of Rimbey is responsible for carrying out measures that will develop and maintain a viable community pursuant to Section 3(c) of the *Municipal Government Act*, which includes measures to improve the long-term economic outlook for the Town,

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

#### 1 TITLE

1.1 This Bylaw may be referred to as the "Tax Incentives Bylaw".

#### 2 DEFINITIONS

2.1 In this Bylaw, unless the context otherwise requires:

- a) "Act" means the *Municipal Government Act*, RSA 2000, c M-26, as amended from time to time;
- b) "Administration" means the administrative and operational arm of the Town comprised of the various departments and business units and including all employees who operate under the leadership and supervision of the CAO;
- c) "Applicant" means a person who applies for an Exemption;
- d) "Application Fee" means the fee established by this Bylaw to be paid at the time an application is submitted pursuant to this Bylaw;
- e) "Assessed Person" means an assessed person as that term is defined under Section 284(1) of the Act;



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- f) "Bylaw" means this Tax Incentives Bylaw;
- g) "Chief Administrative Officer" or "CAO" means the chief administrative officer as appointed by Council, including the CAO's delegate;
- h) "Complete Application" means an application submitted pursuant to this Bylaw that includes the Application Fee and the application requirements for non-residential tax incentives and the application form for non-residential tax incentives as set out in Appendices "A" and "B", respectively, attached hereto;
- i) "Council" means all the councillors of the Town including the chief elected official for the Town;
- j) "Development or Revitalization" means, in respect of a Non-residential Property, construction of a new Structure, construction of an expansion to an existing Structure and/or renovation or improvement of an existing Structure, but excludes demolition of a Structure if that demolition does not occur in conjunction with construction of a new replacement Structure;
- k) "Exemption" means an exemption from taxation for Non-residential Property as provided for in Part 10, Division 2 of the Act. For purposes of clarity, the exemption from taxation applies only to taxes imposed by the Town under Part 10, Division 2 of the Act and not any Provincial requisitions;
- l) "Non-residential Property" means non-residential as defined in the Act in respect of property;
- m) "Qualifying Property" means a Non-residential Property that is the subject of Development or Revitalization;
- n) "Structure" means a structure as that term is defined in s 284(1)(u) of the Act that is Non-residential Property;
- o) "Tax Incentive Agreement" means a written agreement setting out the terms and conditions for an Exemption for the Qualifying Property; and
- p) "Town" means the Town of Rimbey in the Province of Alberta.

## Town of Rimbey

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### 3 PURPOSE

3.1 The purpose of this Bylaw is to allow tax incentives in the form of Exemptions from taxation under Part 10, Division 2 of the Act for Qualifying Properties in the Town that meet the requirements of this Bylaw.

### 4 CRITERIA FOR AN EXEMPTION

4.1 In order to apply for an Exemption, an Applicant must meet the following criteria:

4.1.1 The Applicant must be the Assessed Person for the Qualifying Property that is the subject of the application; and

4.1.2 The Applicant must have no outstanding monies owing to the Town.

4.2 In order to qualify for an Exemption, the Non-residential Property in question must be a Qualifying Property, and must meet the following additional criteria:

4.2.1 The Qualifying Property must be located within the geographical boundaries of the Town;

4.2.2 All required Town development approvals with respect to the Development or Revitalization of the Qualifying Property must have been issued;

4.2.3 The Development or Revitalization of the Qualifying Property must cause the assessed value of the Qualifying Property, as set out in notices of assessment for the Qualifying Property, to experience an incremental increase of at least \$250,000 between the taxation year immediately prior to the commencement of construction of the Development or Revitalization and the first taxation year to which an Exemption provided pursuant to this Bylaw is to apply; and

4.2.4 The Applicant must submit a Complete Application in accordance with the terms of this Bylaw.

4.3 No Exemption shall be provided in respect of any Development or Revitalization that was completed before this Bylaw comes into force.



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##### 5 APPLICATION FOR AN EXEMPTION

5.1 Applicants must submit a Complete Application to the CAO.

5.2 The Application Fee is \$1,000.

5.3 Complete Applications may be submitted after all required Town development approvals with respect to the Development or Revitalization have been issued, and Complete Applications must be received on or before the date that is sixty (60) days after the date on which construction of the Development or Revitalization has commenced.

5.4 Complete Applications must be received on or before October 1<sup>st</sup> of the year prior to the year in which the requested Exemption is to commence.

5.5 Complete Applications may be considered and approved in accordance with the requirements of this Bylaw before construction of the Development or Revitalization of the Qualifying Property is complete, however, the Exemption will not apply until all such construction is complete and has been inspected and approved for occupancy.

5.6 Notwithstanding the Complete Application requirements set out in this Bylaw, the CAO may require any additional information that, in the discretion of the CAO, is necessary to complete the application.

5.7 The CAO will advise Applicants in writing if their application is accepted for consideration. Applications accepted for consideration shall become the property of the Town and may not be returned.

5.8 The CAO has the discretion to reject applications that are incomplete or illegible.

5.9 Applicants whose applications are returned as incomplete or illegible may resubmit an application provided the application is resubmitted by the deadline provided in section 5.4 of this Bylaw.

5.10 The CAO will advise Applicants in writing with reasons if their application is rejected.



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#### 6 CONSIDERATION OF APPLICATIONS

6.1 Administration shall review the Complete Application to determine if it meets the criteria and requirements for an Exemption and provide a written report with recommendations to Council.

6.1.1 In conducting a review pursuant to section 6.1, Administration may rely upon financial documentation and estimates provided by the applicant to make an initial determination of whether or not the criterion in section 4.2.3, regarding assessed value, is met. For greater certainty, and without limiting any other provision of this Bylaw, an initial determination made pursuant to this section shall not prevent the subsequent cancellation of an Exemption, in accordance with this Bylaw, in the event that it is determined, on the basis of future assessments, that the criterion in section 4.2.3 has not, in fact, been met.

6.3 Council shall review the Complete Application and Administration's report and may:

6.3.1 pass a resolution directing Administration to enter into a Tax Incentive Agreement; or

6.3.2 pass a resolution refusing the Complete Application.

6.4 A resolution directing Administration to enter into a Tax Incentive Agreement must include:

6.4.1 the future taxation years to which the Exemption applies; and

6.4.2 the details and extent of the Exemption, which shall be as follows:

6.4.2.1 In the first taxation year identified in the Tax Incentive Agreement, the Qualifying Property shall receive a 100% Exemption;

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6.4.2.2 In the second taxation year identified in the Tax Incentive Agreement, the Qualifying Property shall receive an 80% Exemption;

6.4.2.3 In the third taxation year identified in the Tax Incentive Agreement, the Qualifying Property shall receive a 60% Exemption.

6.5 An Exemption must not exceed three (3) consecutive tax years.

6.6 A resolution passed under section 6.3.2 refusing an application must include the reason(s) for refusal.

6.7 Administration shall provide written notice of a refusal to an Applicant which must include the resolution passed under section 6.3.2.

## 7 TAX INCENTIVE AGREEMENT

7.1 Where Council has passed a resolution approving an Exemption, Administration shall draft a Tax Incentive Agreement in accordance with the resolution of Council.

7.2 A Tax Incentive Agreement must outline:

7.2.1 the taxation years to which the Exemption applies, which must not include any taxation year earlier than the taxation year in which the Exemption is granted;

7.2.2 the extent of the Exemption for each taxation year to which the Exemption applies;

7.2.3 a deadline for submission of proof that the Qualifying Property has been approved for occupancy;

7.2.4 any criteria in section 4 which formed the basis of granting the Exemption and the taxation year or years to which the criteria applies all of which



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are deemed to be a condition or conditions of the Tax Incentive Agreement the breach of which will result in the cancellation of the Exemption for the taxation year or years to which the criteria applies;

7.2.5 In the event of a cancellation pursuant to section 8.1 of this Bylaw, any monies owed to the Town shall be immediately paid by the Applicant; and

7.2.6 any other conditions Administration deems necessary and the taxation year(s) to which the condition applies.

7.3 Tax Incentive Agreements shall be executed by the chief elected official or their delegate and the CAO.

#### 8 CANCELLATION OF TAX INCENTIVE AGREEMENT

8.1 If at any time after an Exemption is granted, Administration determines that:

8.1.1 the Applicant or their application did not meet or ceased to meet any of the criteria in section 4 which formed the basis of granting the Exemption;

8.1.2 tax arrears are owing with respect to the Qualifying Property; or

8.1.3 there was a breach of any condition of the Tax Incentive Agreement;

Administration shall make a recommendation to Council and Council may, by resolution, cancel the Exemption for the taxation year or years in which the criterion was not met or to which the condition applies.

8.2 A resolution passed by Council pursuant to section 8.1 must include reasons and identify the taxation year or years to which the cancellation applies.

8.3 Administration shall provide written notice of a cancellation to an Applicant which must include the resolution passed under section 8.1.

#### 9 REVIEW



# Town of Rimbey

## Bylaw 974/21

### A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE REGULATIONS FOR THE TAX INCENTIVES BYLAW.

- 9.1 Where an application has been rejected by Administration on the basis that it is incomplete, Applicants may apply to Council within 14 days of receiving notice of the refusal to review the decision to reject the application.
- 9.2 Applicants may apply to Council within 14 days of receiving a Tax Incentive Agreement to review the Tax Incentive Agreement on the limited issue of whether the Tax Incentive Agreement follows the direction of Council. Council may revise the Tax Incentive Agreement or provide direction to Administration to revise the Tax Incentive Agreement in accordance with Council's initial resolution.
- 9.3 Applicants may apply to Council within 14 days of receiving a notice of cancellation to review the cancellation and Council may uphold or revoke the cancellation.
- 9.4 Applications for judicial review of a decision pursuant to this Bylaw must be filed with the Court of Queen's Bench and served not more than sixty (60) days after the date of decision.

#### 10 SEVERABILITY

10.1 If any portion of this Bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed and the remainder of this Bylaw is deemed valid.

READ A FIRST TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

READ A SECOND TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

READ A THIRD TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

SIGNED AND PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

\_\_\_\_\_  
MAYOR

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



## **Town of Rimbey**

**Bylaw 974/21**

**A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA TO PROVIDE FOR  
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#### **Appendix "A"**

#### **Application Requirements for Non-Residential Tax Incentives Pursuant to the Tax Incentives Bylaw No 974/21**

1. All applications for an Exemption under to the Tax Incentives Bylaw must include the following information:
  - a) a signed and dated application form;
  - b) the Application Fee;
  - c) if the Applicant is not an individual, an agent authorization form or directors' resolution;
  - d) if the Applicant is a corporation, a corporate registry record of the Applicant dated within 60 days of the date of the application;
  - e) a land titles certificate for the lands on which the Qualifying Property is located dated within 60 days of the date of the application;
  - f) a description of the business conducted, or to be conducted, on the Qualifying Property;
  - g) copies of all development permits issued with respect to the Development or Revitalization of the Qualifying Property;
  - h) an estimate of when the Qualifying Property will be approved for occupancy after completion of the Development or Revitalization;
  - i) an explanation of how the application meets the criteria for an Exemption; and
  - j) financial documentation related to the Development or Revitalization of the Qualifying Property that indicates that the increase in assessed value that is required by the Tax Incentives Bylaw is, or will be, met, which shall include, without limitation, construction cost estimates, copies of receipts and paid invoices and estimates regarding the current and expected future value of the Qualifying Property.



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2. Applicants may provide any other material, including additional print, visual or audio-visual material, which the Applicant believes will support their application.

**NOTE: Applications and all material provided will be included in reports to Council and the Council agenda packages that are available to the public.**

**All Qualifying Properties will be subject to inspection by Town staff to ensure the validity of the application.**



# Town of Rimbey

## Bylaw 974/21

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**Appendix "B"**  
**Application Form for Non-Residential Tax Incentives**  
***Pursuant to the Tax Incentives Bylaw No. 974/21***

**Applicant Information:**

Applicant Name:	
Registered Corporate Name, If Different:	
Legal Description of Assessed Property:	
Mailing Address of Assessed Property:	
Corporate Registry Office Address of Applicant:	

**Agent Information:**

Name of Authorized Agent for Applicant:	
Mailing Address for Agent:	
Email Address for Agent:	
Telephone Number for Agent:	



# Town of Rimbey

## Bylaw 974/21

### A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE REGULATIONS FOR THE TAX INCENTIVES BYLAW.

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Personal Information required by Town of Rimbey application forms is collected under authority of sections 33(a) and (c) of the Alberta Freedom of Information and Protection of Privacy (FOIP) Act. Your personal information will be used to process your application(s). Please be advised that your name, address and details related to your application may be included on reports that are available to the public as required or allowed by legislation. If you have any questions, please contact the Town's FOIP Head at [insert contact information].

Provide, or append, a brief description of the business conducted, or to be conducted, on property:

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Describe, or append, an explanation of why you are seeking an Exemption and how you meet the criteria set out in the Tax Incentives Bylaw:

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What date is the subject property expected to be approved for occupancy:

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Any additional documentation must be appended to the application. Indicate if the application includes the following:



**Town of Rimbey**

**Bylaw 974/21**

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- Corporate Registry Record (if applicable) (required)
- Land Titles Certificate
- Agent Authorization Form/Directors' Resolution (if applicable) (required)
- Application Fee
- Financial Documentation re: Increase in Value (required) materials (optional)
- Other
- Copies of development permit(s) (required)

\_\_\_\_\_  
Date of the Application

\_\_\_\_\_  
Signature of Applicant (or Applicant's Agent)

\_\_\_\_\_  
Print Name of Applicant (or Applicant's Agent)

**FOR OFFICE USE ONLY**

\_\_\_\_\_  
**DATE APPLICATION WAS RECEIVED**

\_\_\_\_\_  
**NAME OF RECIPIENT**

READ a first time this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR RICK PANKIW





**Town of Rimbey**

**Bylaw 974/21**

**A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA TO PROVIDE FOR  
THE REGULATIONS FOR THE TAX INCENTIVES BYLAW.**

\_\_\_\_\_

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER  
LORI HILLIS

READ a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR RICK PANKIW

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER  
LORI HILLIS

READ a third and final time this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR RICK PANKIW

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER  
LORI HILLIS

THIS AGREEMENT MADE EFFECTIVE this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BETWEEN:**

**TOWN OF RIMBEY**  
(hereinafter referred to as "the Town")

OF THE FIRST PART

- and -

**[INSERT NAME OF PARTY]**  
(hereinafter referred to as "the Developer")

OF THE SECOND PART

### **TAX INCENTIVE AGREEMENT**

**WHEREAS:**

- A.** Pursuant to Section 364.2 of the Act, Council for the Town has passed a Tax Incentives Bylaw that allows for Exemptions from municipal taxation for a specified term for purposes of encouraging development and revitalization of non-residential properties for the general benefit of the Town.
- B.** Pursuant to the Tax Incentives Bylaw, the Developer submitted an application to the Town for an Exemption relating to the Qualifying Property, and that application was accepted by Administration and subsequently approved by Council, by resolution, on [insert date], a copy of which resolution is attached hereto as Schedule "A" to this Agreement.
- C.** Pursuant to the Section 364.2(5) of the Act, an approved tax exemption pursuant to a Tax Incentives Bylaw must be granted in a written form.
- D.** The Town and the Developer have agreed to enter into this Agreement to set out the terms of the Exemption and any conditions associated with the Exemption.

NOW THEREFORE, in consideration of the mutual terms, conditions and covenants to be observed and performed by each of the parties hereto, the Town and the Developer agree as follows:

#### **1. Interpretation**

1.1 For the purposes of this Agreement, the following words shall have the meaning ascribed below:

- (a)** "Act" means the *Municipal Government Act*, RSA 2000, c M-26, as amended from time to time;

- (b) "Administration" means the administrative and operational arm of the Town comprised of the various departments and business units and including all employees who operate under the leadership and supervision of the CAO;
- (c) "Agreement" means this Tax Incentive Agreement;
- (d) "Assessed Person" means an assessed person as that term is defined under Section 284(1) of the Act;
- (e) "Chief Administrative Officer" or "CAO" means the chief administrative officer as appointed by Council, including the CAO's delegate;
- (f) "Council" means all the councillors of the Town including the chief elected official for the Town;
- (g) "Development or Revitalization" means, in respect of a Non-residential Property, construction of a new Structure, construction of an expansion to an existing Structure and/or renovation or improvement of an existing Structure, but excludes demolition of a Structure if that demolition does not occur in conjunction with construction of a new replacement Structure;
- (h) "Exemption" means an exemption from taxation for Non-residential Property as provided for in Part 10, Division 2 of the Act, being property taxes imposed by the Town under Part 10, Division 2 of the Act and not any Provincial requisitions;
- (i) "Non-residential Property" means non-residential property as defined in the Act in respect of property;
- (j) "Qualifying Property" means the Non-residential Property that is legally described and identified in Schedule "B" to this Agreement, which is the subject of Development or Revitalization; and
- (k) "Tax Incentives Bylaw" means the Town of Rimbey Bylaw No.974/21.

## 2. **Term and Extent of Exemption**

2.1 Subject to the conditions set out within this Agreement, the Exemption established in section 2.3 of this Agreement, applies to the following taxation years:

- (a) [insert first taxation year];
- (b) [insert second taxation year]; and
- (c) [insert third taxation year].

2.2 The extent of the Exemption is as follows:

- (a) for the first taxation year identified in section 2.1(a) of this Agreement, the Qualifying Property shall receive a 100% Exemption;
- (b) for the second taxation year identified in section 2.1(b) of this Agreement, the

Qualifying Property shall receive an 80% Exemption;

- (c) for the third taxation year identified in section 2.1(c) of this Agreement, the Qualifying Property shall receive a 60% Exemption.

### 3. Conditions of Agreement

3.1 The Developer must provide proof to the Town, satisfactory to the Town in its sole discretion, that the Qualifying Property has been approved for occupancy, no later than December 31<sup>st</sup> of the year immediately prior to the first taxation year specified in section 2.1(a) of this Agreement.

3.2 It is a condition of this Agreement in respect of every taxation year in which the Exemption Applies, as set out in section 2.1 of this Agreement, that the Developer and the Qualifying Property meet all of the following:

- (a) the Developer must be the Assessed Person for the Qualifying Property;
- (b) the Developer must have no outstanding monies owing to the Town;
- (c) the Qualifying Property must be located within the geographical boundaries of the Town;
- (d) the development of the Qualifying Property must qualify as Development or Revitalization;
- (e) the Development or Revitalization must be complete and the Qualifying Property inspected and approved for occupancy by December 31<sup>st</sup> of the year immediately prior to the first taxation year specified in section 2.1(a) of this Agreement;
- (f) all required Town development approvals with respect to the Development or Revitalization of the Qualifying Property must be issued;
- (g) The assessed value of the Qualifying Property, as set out in notices of assessment for the Qualifying Property, must have experienced an incremental increase of at least \$[insert minimum dollar threshold included in Section 4.2.3 of Tax Incentives Bylaw] between the taxation year immediately prior to the commencement of construction of the Development or Revitalization and the first taxation year identified in section 2.1(a) of this Agreement.

3.3 Failure to meet or a cessation of compliance with any of the conditions in sections 3.1 or 3.2 constitutes an act of default by the Developer.

3.4 In addition, the following constitute acts of default by the Developer and are applicable to every taxation year that the Exemption applies:

- (a) the Developer having misrepresented or omitted any information required on the application package submitted to the Town for purposes of applying for the Exemption;
- (b) the Developer becoming bankrupt within the meaning of the *Bankruptcy and*

*Insolvency Act*, RSC 1985, c B-3, as amended or repealed and replaced from time to time;

- (c) a receiver, interim receiver, receiver and manager, custodian or liquidator is appointed for the business, property, affairs or revenues of the Developer, which are not diligently challenged or contested by the Developer; or
- (d) any steps are taken or action or proceeding instituted by the Developer or by any other person, including, without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding up or liquidation of the Developer or the Developer's assets, which are not diligently challenged or contested by the Developer.

#### **4. Cancellation of Exemption and Agreement**

- 4.1 Administration acting reasonably, in good faith and in a bone-fide manner, may determine whether or not the Developer has committed an act of default under this Agreement. In the event Administration so determines that the Developer has committed an act of default under this Agreement, Administration shall make a recommendation to Council that the Agreement and the Exemption be cancelled with respect to one or more of the taxation years specified in section 2.1 of this Agreement.
- 4.2 Council may, by resolution, cancel the Agreement and the Exemption for the taxation year or years in which the criterion was not met or to which the condition applies.
- 4.3 A resolution passed by Council to cancel the Exemption must include reasons and identify the taxation year or years to which the cancellation applies.
- 4.4 Administration must provide written notice of a cancellation to the Developer which must include the resolution passed by Council.
- 4.5 In the event of a cancellation of the Exemption and this Agreement, any monies owed to the Town shall be immediately pay by the Developer. For the purposes of this paragraph, "immediately" means 30 days.
- 4.6 Upon cancellation of the Exemption and this Agreement, all benefits of the Developer under this Agreement shall cease.

#### **5. Indemnity**

- 5.1 The Developer shall indemnify and save harmless the Town, and all of its respective officials, officers, employees and authorized representatives, from and against any and all losses, costs (including, without restriction, all legal costs on a solicitor and his own client full indemnity basis), damages, actions, causes of action, suits, claims and demands resulting from anything done or omitted to be done by the Developer in pursuance or purported pursuance of this Agreement including, without restriction, any default by the Developer in the due and punctual performance of any of its representations, warranties, covenants and agreements contained within this Agreement.

**6. General**

- 6.1 The Developer acknowledges and understands that this Agreement does not constitute an approval for development of any kind including, but not limited to, a development permit.
- 6.2 The parties to this Agreement shall execute and deliver all further documents and assurances necessary to give effect to this Agreement and to discharge the respective obligations of the parties.
- 6.3 A waiver by either party hereto of the strict performance by the other of any covenant or provision of this Agreement shall not, of itself, constitute a waiver of any subsequent breach of such covenant or provision or any other covenant or provision of this Agreement.
- 6.4 Whenever under the provisions of this Agreement any notice, demand or request is required to be given by either party to the other, such notice, demand or request may be given by delivery by hand to, by courier, or by registered mail sent to, the respective addresses of the parties being:

TOWN OF RIMBEY  
 Box 350  
 Rimbey AB T0C 2J0

[insert name of party]  
 \_\_\_\_\_  
 \_\_\_\_\_

**Attention: Chief Administrative Officer** \_\_\_\_\_

provided, however, that such addresses may be changed upon ten (10) days' notice and provided, further, that if in the event that notice is to be served at a time when there is an actual or anticipated interruption of mail service affecting the delivery of such mail, the notice shall not be mailed but shall be delivered by courier, hand, email, or fax.

- 6.5 The Developer covenants and agrees that in addition to the provisions contained in the text of this Agreement, the Developer shall be bound by the additional provisions found in the Schedules of this Agreement as if the provisions of the Schedules were contained in the text of this Agreement. This Agreement shall not amend, vary, waive or in any way discharge the obligations of the Developer under any separate development agreement or permits respecting any development or the Lands.
- 6.6 Notwithstanding anything contained within this Agreement, the Developer acknowledges, understands and agrees that the Developer shall be fully responsible to the Town for the performance by the Developer of all the Developer's obligations as set forth in this Agreement. The Developer further acknowledges, understands and agrees that the Town shall not be obligated in any circumstances whatsoever to commence or prosecute any claim, demand, action or remedy whatsoever against any person with whom the Developer may contract for the performance of the Developer's obligations.
- 6.7 In the event that either party is rendered unable wholly, or in part, by force majeure to carry out its obligations under this Agreement, other than its obligations to make payments of money due hereunder, such party shall give written notice to the other party stating full particulars of such force majeure. The obligation of the party giving such notice shall

be suspended during the duration of the delay resulting from such force majeure.

The term "*force majeure*" shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the Queen's enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, inability with reasonable diligence to obtain materials and any other cause not within the control of the party claiming a suspension, which, by the exercise of due diligence, such party shall not have been able to avoid or overcome; provided however, the term "*force majeure*" does not include a lack of financial resources or available funds or similar financial predicament or economic circumstances or any other event, the occurrence or existence of which is due to the financial inability of a party to pay any amount that a prudent and financially sound entity in similar circumstances would reasonably be expected to pay to avoid or discontinue such event.

- 6.8 This Agreement shall not be assignable by the Developer without the express written approval of the Town. Such approval shall be subject to conditions contemplated within this Agreement and may be withheld by the Town in its discretion.
- 6.9 This Agreement shall enure to the benefit of, and shall remain binding upon (jointly and severally, where multiple parties comprising the Developer), the heirs, executors, administrators, attorney under a power of attorney, and other personal representatives of all individual parties and their respective estates, and shall enure to the benefit of, and shall remain binding upon, all successors and assigns (if and when assignment permitted herein) of all corporate parties.
- 6.10 The Agreement shall be governed by the laws of the Province of Alberta.
- 6.11 Time shall in all respects be of the essence in this Agreement.
- 6.12 If any provision hereof is contrary to law or is otherwise unenforceable such provision shall be severed and the remainder of this Agreement shall be of full force and effect.
- 6.13 Whenever the singular, plural, masculine, feminine or neuter is used throughout this Agreement, the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires.
- 6.14 This Agreement, together with the other documents contemplated herein, constitute the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, unless specifically excluded herein or therein and there are no general or specific warranties, representations or other agreements by or among the parties in connection with the entering into of this Agreement or the subject matter hereof except as specifically set forth herein.

6.15 The Developer and the Town each hereby acknowledges that they are hereby executing this Agreement having been given the full opportunity to review the same and seek proper and independent legal advice and that each is executing this Agreement freely and voluntarily and of its own accord without any duress or coercion whatsoever and that each is fully aware of the terms, conditions and covenants contained herein and the legal effects thereof.

IN WITNESS WHEREOF, the parties hereto have affixed their corporate seals, duly attested by the hands of their respective proper officers in that behalf, as of the day and year first above written.

**TOWN OF RIMBEY**

Per: \_\_\_\_\_  
Mayor (c/s)

Per: \_\_\_\_\_  
Chief Administrative Officer

**[INSERT NAME OF DEVELOPER]**

Per: \_\_\_\_\_  
(c/s)

Per: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS



**Schedule "A" – Council Resolution**

[Insert Council Resolution]

**Schedule "B" – Qualifying Property**

[Insert Legal Description of Property]



**AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY**

I, \_\_\_\_\_, of \_\_\_\_\_,  
in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I am an officer, director or agent of \_\_\_\_\_ named in the within or annexed instrument.
2. I am authorized by \_\_\_\_\_ to execute the instrument without affixing a corporate seal.

SWORN BEFORE ME at \_\_\_\_\_ )  
\_\_\_\_\_, in the Province of Alberta, this )  
\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
A COMMISSIONER FOR OATHS IN AND FOR  
ALBERTA )

**AFFIDAVIT OF EXECUTION FOR WITNESS**

I, \_\_\_\_\_, of \_\_\_\_\_,  
in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I was personally present and did see \_\_\_\_\_ named in the within (or annexed) Instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. The same was executed at \_\_\_\_\_, in the Province of Alberta, and that I am the subscribing witness thereto.
3. I know the said \_\_\_\_\_ and he/she is, in my belief, of the full age of eighteen years.

SWORN BEFORE ME at \_\_\_\_\_ )  
\_\_\_\_\_, in the Province of Alberta, )  
this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
A COMMISSIONER FOR OATHS IN AND FOR  
ALBERTA )