



Town of Bowden

MUNICIPAL PLANNING COMMISSION MEETING AGENDA

A meeting of the Town of Bowden Municipal Planning Commission to be held
at the Town of Bowden Council Chambers on
Monday June 8, 2026, commencing at 6:30 pm.

1. CALL TO ORDER
2. ADDITIONS / DELETIONS TO THE AGENDA & ADOPTION OF THE AGENDA
3. DELEGATION-none
4. ADOPTION OF PREVIOUS MINUTES
 - 4.a April 27, 2026, Municipal Planning Commission Meeting.
5. BUSINESS ARISING
 - 5.a Encroachment of retaining wall on municipal land at 2027 20 Ave.
6. NEW BUSINESS
none
7. GENERAL DISCUSSION
none
8. REPORTS
none
9. MEETING ADJOURNMENT



Town of Bowden

MUNICIPAL PLANNING COMMISSION MINUTES (UNAPPROVED)

A meeting of the Town of Bowden Municipal Planning Commission to be held
at the Town of Bowden Council Chambers on
Monday April 27, 2026, commencing at 6:30 pm.

1. CALL TO ORDER

Councillor Carol Pion called the meeting to order at 6:31 pm.

PRESENT	Mayor	Laurie Miller
	Councillor	Randy Brown
	Councillor	Ryan Howlett
	Councillor	Cam Morrison
	Councillor	Amanda Peffers
	Councillor	Carol Pion, Chair
	Councillor	Marietta Tuckwell
	A/CAO	Jacqui Molyneux (Recorder)
	Delegate	Devan Reed, Patisson Outdoor Advertising

2. ADDITIONS / DELETIONS TO THE AGENDA & ADOPTION OF THE AGENDA Motion 2

Moved by Councillor Randy Brown that Council adopt the agenda as amended with the addition of the delegate.

MOTION CARRIED UNANIMOUSLY

3. DELEGATION

Devan Reed, Patisson Outdoor Advertising – presented during Agenda 5.a discussion.

4. ADOPTION OF PREVIOUS MINUTES

4.a February 9, 2026, Municipal Planning Commission Meeting.

Motion 4.a

Motion by Councillor Amanda Peffers that Council adopts the minutes, as presented, for the Municipal Planning Commission meeting of February 9, 2026.

MOTION CARRIED UNANIMOUSLY

5. BUSINESS ARISING

5.a Decision on Static billboard into a digital display by Pattison Outdoor Advertising.

Delegate provided information regarding the conversion of a sign located on the lands of the Bowden Agricultural Society from a static only sign to a static south facing and electronic (digital) north facing display. All necessary safety measures have been addressed and the size remains the same at 10'x20'. Power is already existing at the site. MPC received assurance that politically charged messaging would not be allowed and further that the land owner has the authority to control messaging.

Motion 5.a

Moved by Mayor Laurie Miller that the Municipal Planning Committee approve the installation of a digital sign as presented by Pattison Outdoor Advertising.

MOTION CARRIED UNANIMOUSLY

6. NEW BUSINESS

None submitted.

7. GENERAL DISCUSSION

None.

8. REPORTS

None submitted.

9. MEETING ADJOURNMENT

Motion 9

Motion by Councillor Randy Brown at 6:45 pm to adjourn the meeting.

MOTION CARRIED UNANIMOUSLY

Meeting adjourned.

Minutes signed by:

**Councillor
 Carol Pion, Chair, MPC**

**A/CAO
 Jacqui Molyneux**

MPC Meeting: June 8, 2026.**Agenda Item: 5.a**

2027 20 Ave RPR encroachment agreement

1 Request for Decision

A request has been submitted to Town Administration for 2027 20 Ave for compliance letter issued by RDC and needing help to get this into compliance.

2 Documentation (attached)

The following documents as listed below are provided within the agenda.

- i. Compliance letter and copy of real property report issued by RDC Kimberly Dallaire.
- ii. Email from Liz on best way to move forward with the retaining wall encroachment on municipal land.
- iii. A sample copy of an encroachment agreement that could be used if the Planning Commission so chooses to agree with the agreement

3 MPC Consideration

The Municipal Planning Commission is requested to consider the request of the encroachment agreement and have this encroachment agreement then the landowners will have this register this on land titles along with the other compliance issues.

Jacqui Molyneux

From: Liz Armitage <liz@viciniaplanning.com>
Sent: May 27, 2026 7:51 AM
To: Jacqui Molyneux
Subject: RE: Compliance Help

Hi Jacqui,

In regard to the retaining wall, as you cannot vary development within a public right-of-way, MPC will not be able to grant a variance. Instead, either Administration or the MPC should provide approval for the applicant to apply to enter into an encroachment agreement with the Town. (I am not positive how you typically do encroachment agreements, so I am not sure who is responsible for agreeing to one, it could be Administration or MPC). Once the encroachment agreement is executed by both parties, the applicant will need to register it on title and provide documentation of registration.

Also, I recommend that the landowners complete the type of consolidation that fully removes the lots. I believe this is called a consolidation by plan, as opposed to a consolidation by title. This is something they will need confirm with a surveyor.

Once the lots are consolidated by plan and the encroachment agreement is registered, they should be able to obtain compliance.

Please let me know if you have any additional questions.

Cheers,
Liz

Elizabeth Armitage MEDes, RPP, MCIP
 e. liz@viciniaplanning.com
 p. 403.383.2366

-----Original Message-----

From: Jacqui Molyneux <cfo@bowden.ca>
Sent: May 26, 2026 3:35 PM
To: Liz Armitage <liz@viciniaplanning.com>
Subject: RE: Compliance Help

No worries Liz, I just appreciate the help.

Jacqui Molyneux
 CFO
 Phone 403-224-3395
 Fax 403-224-2244

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May 13, 2026

Compass Geomatics
11, 4608 62nd Street
Red Deer, AB T4N 6T3

Re: Non-Compliance – Real Property Report

Property Address: 2027 20 Ave Bowden

Legal Description: Lot 20,21,22, Plan 1905H

File No.: RPR-26-026 (Compass File: 00234-26-RPR-R0)

Attn: Sheldon Vida

Red Deer County, acting on behalf of the Town of Bowden, has reviewed the Real Property Report submitted for the above-noted property. Based on our review, the Real Property Report indicates that existing development associated with the property extends across multiple separately titled lots that have not been legally consolidated. In addition, a concrete ramp and retaining wall encroach into the Town's boulevard, which forms part of the municipal road right-of-way.

At this time, the development cannot be considered compliant.

The following non-compliances have been identified for Lots 20, 21, 22:

- Existing development encroaches across interior property lines between separate titled lots.
- The subject lots have not been legally consolidated, and the development therefore does not comply as constructed.
- Concrete retaining wall encroaches 0.46 m onto the boulevard
- Concrete walkway and eaves encroach onto Lot 22.

To resolve this matter, one of the following options may be pursued:

1. Apply to legally consolidate the three lots and obtain encroachment agreement(s) for the above-noted encroachment(s), to be registered on title, subject to approval by the Town of Bowden; or
2. Removal or alteration of the encroaching structures so that all buildings and improvements are located wholly within the boundaries of the titled parcel and no longer encroach onto the municipal road right-of-way or adjacent parcel(s).

Until this matter is resolved, the Town of Bowden is unable to confirm compliance based on the submitted Real Property Report.

Please note that this letter is provided for information purposes regarding the review of the

ENCROACHMENT AGREEMENT (Sample)

THIS AGREEMENT made this ___ day of _____, 20.

BETWEEN:

THE TOWN OF BOWDEN, a municipal corporation in the Province of Alberta

(hereinafter called the "Town")

OF THE FIRST PART

-and-

of _____

(hereinafter called the "Owner")

OF THE SECOND PART

RECITALS

A. The Owner is the registered owner of the lands municipally described as:

Municipal Address: _____

Legal Description: _____

(the "Lands").

B. A retaining wall (the "Encroachment") has been constructed adjacent to the municipal sidewalk and extends onto or occupies a portion of municipal lands or municipal right-of-way owned by the Town.

C. The Town has agreed to permit the Encroachment to remain subject to the terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Permission to Encroach

The Town grants to the Owner permission for the Encroachment described in Schedule "A" to remain on municipal lands, subject to the terms of this Agreement.

2. No Transfer of Ownership

Nothing in this Agreement conveys any ownership interest, easement, leasehold interest, or other right in municipal lands to the Owner.

3. Maintenance

The Owner shall, at its sole cost and expense:

- a. Maintain the Encroachment in a safe and structurally sound condition;
- b. Repair any deterioration or damage to the Encroachment;
- c. Ensure that the Encroachment does not create a hazard to pedestrians, wheelchair users, vehicles, municipal operations, or public infrastructure.

4. Liability and Indemnification

The Owner shall indemnify and save harmless the Town, its elected officials, officers, employees, and agents from and against any and all claims, demands, actions, damages, losses, costs, and expenses arising directly or indirectly from the existence, maintenance, repair, or use of the Encroachment.

5. Insurance

The Owner shall maintain liability insurance in an amount not less than \$2,000,000.00 per occurrence, or such greater amount as may be required by the Town from time to time, and shall provide proof of insurance upon request.

6. Municipal Access

The Town shall have unrestricted access to municipal lands for inspection, maintenance, repair, utility works, sidewalk reconstruction, road works, or any other municipal purpose.

7. Removal of Encroachment

Where, in the opinion of the Town, the Encroachment interferes with municipal operations, public safety, utility infrastructure, road improvements, sidewalk improvements, drainage works, or any other municipal purpose, the Town may require the Owner to remove, relocate, or modify the Encroachment at the Owner's sole expense.

The Owner shall complete such work within the time specified by the Town.

8. Failure to Comply

If the Owner fails to comply with a notice issued under this Agreement, the Town may undertake the required work and recover all costs incurred from the Owner, including administrative and legal costs.

9. No Municipal Responsibility

The Town shall not be responsible for any damage to the Encroachment arising from municipal operations, maintenance activities, snow removal, utility works, construction, or any other lawful activity conducted by the Town.

10. Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

11. Registration

The Town may register this Agreement or a caveat in respect of this Agreement against the title to the Lands at the Land Titles Office, and the Owner consents to such registration.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the Encroachment and may only be amended in writing signed by both parties.

IN WITNESS WHEREOF the parties have executed this Agreement.

THE TOWN OF BOWDEN

Per: _____

Mayor

Per: _____

Chief Administrative Officer

OWNER

Owner Signature

Print Name

Date: _____

SCHEDULE "A"

DESCRIPTION OF ENCROACHMENT

Existing retaining wall approximately 0.9 metres (3 feet) in height located adjacent to the municipal sidewalk and extending onto municipal lands/right-of-way as shown on the attached Real Property Report, survey, or sketch.

Attach survey, Real Property Report, or site plan showing the encroachment location.