

**AGENDA
COUNCIL MEETING
MUNICIPAL DISTRICT OF PINCHER CREEK
JANUARY 23, 2018
1:00 pm**

A. ADOPTION OF AGENDA

B. DELEGATIONS

1. Pincher Creek Curling Club Update
 - Letter from Pincher Creek Curling Club, dated January 15, 2018
2. Grant Writer Task Group
 - Email from Task Group, dated January 16, 2018

C. MINUTES

1. Council Committee Meeting Minutes
 - January 9, 2018
2. Council Meeting Minutes
 - January 9, 2018

D. UNFINISHED BUSINESS

1. Allied Arts Council of Pincher Creek Update
 - Presentation Notes from January 9, 2018 and email from Allied Arts Council of Pincher Creek, dated January 3, 2018
2. Beaver Mines Water and Wastewater Project
 - Presentation Notes from January 9, 2018 and email from Cornell Van Ryk, dated January 3, 2018

E. CHIEF ADMINISTRATOR OFFICER'S (CAO) REPORTS

1. Operations
 - a) Public Works Call Log
 - As of January 17, 2018
2. Planning and Development

Nil
3. Finance
 - a) 2018 Levies for Pincher Creek Emergency Services Commission
 - Report from Director of Finance, dated January 12, 2018
 - b) Borrowing Bylaw 1283-18 – Operating Line of Credit
 - Report from Director of Finance, dated January 12, 2018
 - c) Statement of Cash Position
 - Month Ending December 31, 2017
 - d) Cash Receipts – Taxes 2017
 - Dated January 5, 2018
4. Municipal
 - a) Beaver Mines Fire Hall - Lease
 - Report from Chief Administrative Officer, dated January 17, 2018
 - b) Government Model Alternatives – Mr. George Cuff
 - Report from Chief Administrative Officer, dated January 17, 2018
(Requested by Councillor Yagos)
 - c) Chief Administrative Officer's Report
 - Report from Chief Administrative Officer, dated January 18, 2018
 - Administration Call Log

F. CORRESPONDENCE

1. For Action

a) Request for Snow Fence Costs

- Letter from Lynn Lievers, dated January 15, 2018

b) Notice of Application for Subdivision of Land

- Notice from Oldman River Regional Services Commission, dated January 18, 2018

2. For Information

a) Gas Tax Funding Projects

- Letter from Alberta Municipal Affairs, dated December 19, 2017

b) Municipal Sustainability Initiative Project

- Letter from Alberta Municipal Affairs, dated January 2, 2018

c) Castle Area Servicing Study

- Letter from Environment and Parks, dated January 15, 2018

G. COMMITTEE REPORTS / DIVISIONAL CONCERNS

Reeve Quentin Stevick – Division 1

Absent

Councillor Rick Lemire – Division 2

Councillor Bev Everts– Division 3

Beaver Mines Community Association

- Minutes of November 18, 2017

Councillor Brian Hammond - Division 4

Councillor Terry Yagos – Division 5

H. IN-CAMERA

1. Legal –Citizen Concern – FOIP Section 17

2. Legal – Contract – FOIP Section 27

3. Labour – CAO Evaluation and Contract – FOIP Section 19

I. NEW BUSINESS

J. ADJOURNMENT

January 15, 2018

MD of Pincher Creek
Council Meeting January 23, 2017
Request for Delegation presentation.

Dear M.D. Council Members,

This letter is an update for council on the status of the Pincher Creek Curling Club.

I would like to thank the council for supporting the new plant. I will present a brief history to new councillors, give them opportunity to ask questions, give updates on meetings and how the new curling rink building project is progressing. It is my intention to discuss financial assistance regarding a new curling rink.

Thank you for your time and consideration in this matter.

Debbie Reed
Fundraising Chairperson
Building Committee Chairperson
Past President
Pincher Creek Curling Club

MDInfo

From: Page Murphy - Early Childhood Coalition <pcearlychildhood@gmail.com>
Sent: Tuesday, January 16, 2018 10:54 PM
To: MDInfo
Subject: Delegation - Grant Writer Task Group - January 23rd

Hello Tara,

Could the Grant Writer Task Group book in as a delegation for the upcoming Council Meeting in January 23rd?

We would like to provide Council with further Letters of Support and be available to answer further questions regarding this initiative.

Thank-you,

Page

Page Murphy
Coordinator
Pincher Creek & Area Early Childhood Coalition
Provincial Building - 782 Main Street - Room 220
FB@pcearlychildhood



Canyon Cubs Preschool



January 15, 2018

To Whom it May Concern,

I am writing on behalf of Canyon Cubs Preschool to express my support for the Community Grant Writer position that is currently being put forth by the Pincher Creek Development Initiative. I believe this position would be very beneficial to the community of Pincher Creek and our various community organizations.

Many projects taken on by these organizations require a large amount of volunteer hours and funds that are not readily available or are difficult to access. Having access to a community grant writer would allow organizations to partner with each other on similar projects in order to source more funds, streamlining the grant writing process and allowing volunteers to spend time on other endeavors.

Canyon Cubs Preschool is interested in working together with other members of the early childhood community to develop a more naturalized outdoor play space for the young children in our community. Few of our staff and volunteer members have the time or energy necessary to access the funds required for undertakings such as this. The skills and experience of a professional grant writer will increase our ability to attain our goals in a timely fashion so that we can meet the needs of our community.

On behalf of Canyon Cubs Preschool, I fully support the proposal to create a full-time community grant writer to assist our municipal bodies, charities, and non-profit organizations in order to succeed with our community-minded goals.

Sincerely,

Amanda Barrett
Director
Canyon Cubs Preschool

Pincher Creek and District



Box 2841, Pincher Creek, Alberta, T0K 1W0 Telephone 403-627-3156 - fcss@pinchercreek.ca

December 22, 2017

Mayor and Councillors
Town of Pincher Creek
Box 159
Pincher Creek, Alberta
T0K 1W0

Reeve and Councillors
M.D. of Pincher Creek No. 9
Box 279
Pincher Creek, Alberta
T0K 1W0

Re: Support for an independent full-time community grant writer

Dear Mayor, Reeve and Councillors,

On December 18th, the Board of Directors of the Pincher Creek and District FCSS met with representatives of the local group who are promoting the hiring of a Community Grant Writer.

You are well aware that each year, Joint Council and FCSS funding pools are significantly oversubscribed, meaning that many community projects and initiatives remain underfunded or unfunded. Although both Councils and FCSS encourage diversification of funding sources, volunteer members within those organizations do not necessarily have the time or expertise to apply for new grants to make up shortfalls. The competitive grant writing process is difficult and time-consuming.

The "community grant writer" proposal being put forward by the Pincher Creek Development Initiative is aimed at building new resilience for our community. While the skills and experience of a professional grant writer will increase the ability of individual organizations to strengthen their programs and projects, the overarching impact must be seen to be beneficial to the greater community. In many cases, funds already received from Joint Council and FCSS can be leveraged against new grant applications. Using the services of a Community Grant Writer, many organizations will be able to multiply Joint Council and FCSS grant dollars. While some of this leveraging is already

occurring, the frequency will increase while the administrative load on our volunteers will shift to actual program delivery rather than grant writing.

Therefore, the Board of Pincher Creek and District FCSS supports the Community Grant Writer proposal in principle. We encourage Councils to give every consideration to assisting with the launch of this initiative.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Green', with a stylized flourish at the end.

David Green
Coordinator, Pincher Creek and District FCSS

Cc/ FCSS Board of Directors



Métis Nation of Alberta Local Council Chinook 1880
782 Main St. Room 100
Box 672
Pincher Creek, AB. T0K 1W0
Phone: 403-627-1884

January 17, 2018

To whom it may concern,

Métis Nation of Alberta Association Local Council Chinook 1880 is a non-profit organization which is located in the Provincial Building in Pincher Creek, Alberta. The demographic area we serve is Crowsnest Pass and MD, Pincher Creek and MD, Waterton Lakes National Parks, Cardston and county, Fort Macleod, and Claresholm.

As you can imagine, serving an area this large requires funds to do so in a beneficial and supportive way. We have relied heavily on volunteers to seek out funding opportunities and prepare proposal applications, with limited resources and successful outcomes. We would greatly benefit the use of a Professional Grant Writer to help us reach our goals and do our work effectively. We are not alone. Many other non-profit and charitable organizations find themselves facing the same struggle.

Métis Nation of Alberta Association Local Council Chinook 1880 supports the efforts of the community and proposal to acquire a professional grant writer to ease the work load of volunteers who dedicate time and energy to their organization as well as ensure a greater success rate of obtaining funds.

Respectfully,

Gail McLenaghan
President

3rd January 2018

Re: Support for an independent full-time community grant writer

To Whom it May Concern,

I am writing to express my support for the Pincher Creek Development Initiative's proposal to bring a full-time community grant writer to Pincher Creek. I believe that this position will be of great benefit to the community service organizations in this community. Many of the projects our Chamber of Commerce is involved with, such as the rodeo parade, Christmas lights parades, tradeshow and awards nights require significant volunteer or paid hours, and it has taken years to collect the resources necessary to achieve our goals. Having a professional grant writer to source more funding opportunities, and to refine the grant request process, would dramatically reduce volunteer burnout and time constraints that so many organizations face.

This proposal by the Pincher Creek Development Initiative will build the kind of resilience necessary for our community - a community with growing opportunities but a shrinking grant pool to draw from. Each year Joint Council and FCSS are significantly oversubscribed, meaning that many of the projects and initiatives go unfunded. In addition, few of the volunteer members within our organization have the time or energy to dedicate to the competitive grant writing process. The skills and experience of a professional grant writer will increase our ability to attain our goals in a timely fashion so that we can meet the needs of our community.



PINCHER CREEK
& DISTRICT
CHAMBER of COMMERCE

On behalf of the Pincher Creek and District Chamber of Commerce I fully support the hiring of a full-time community grant writer to assist our municipal bodies, charities and non-profit organizations for grants research and application, so that we can all capitalize on our energy and potentials.

Sincerely,



Sam Schofield

President

January 8, 2018

**Colleen Casey-Cyr
Pincher Creek & Dist. Historical Society
Kootenai Brown Pioneer Village
1037 Bev McLachlin Drive, Box 1226
Pincher Creek, AB T0K 1W0**

Re: Support for an independent full-time community grant writer

To Whom it May Concern,

I am writing to express my support for the Pincher Creek Development Initiative's proposal to bring a full-time community grant writer to Pincher Creek. I believe that this position will be of great benefit to the community service organizations in this community. Many of the projects our community society is involved with, such as the reclamation of the Bank of Commerce/Turcott building and other historical maintenance or development, require significant volunteer or paid hours, and it has taken years to collect the resources necessary to achieve our goals. Having a professional grant writer to source more funding opportunities, and to refine the grant request process, would dramatically reduce volunteer burnout and time constraints that so many organizations face.

This proposal by the Pincher Creek Development Initiative will build the kind of resilience necessary for our community - a community with growing needs and opportunities but with a shrinking grant pool to draw from. Each year Joint Council and FCSS are significantly oversubscribed, meaning that many of the projects and initiatives in our community go unfunded. In addition, few of the volunteer members within our organization have the time or energy to dedicate to the competitive grant writing process. The skills and experience of a professional grant writer will increase our ability to attain our goals in a timely fashion so that we can meet the needs of our community.

On behalf of the Pincher Creek & Dist. Historical Society, I fully support the hiring of a full-time grant writer for the benefit of all community organizations in Pincher Creek and the surrounding area.

Sincerely,



Colleen Casey - Cyr
President

Pincher Creek Family Centre

Box 478
Pincher Creek Alberta
T0K 1W0
403-627-5569

January 10, 2018

RE: Letter of support for full time community grant writer

To the Community Grant Writer Task Group,

I am writing on behalf of the Pincher Creek Family Centre board to express our strong support for our community's need for a grant writer. With rising costs, more organizations and groups are seeking increased funding measures. In having a professional grant writer, our community groups, such as the Pincher Creek Family Centre would have a better chance to both access and secure valuable programming funds.

The Pincher Creek Family Centre relies greatly on grant funding to provide materials, staff income and expand programming for children and their families. In addition, with a limited number of staff, we rely heavily on volunteer support for most of our events. Access to a grant writer would mean beneficial resource sharing for our community (not for profit groups, municipal bodies etc.), increase program availability and expansion and improve the revitalization of the local economy.

We strongly encourage and support the work of this task group and thank you for your efforts.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Crook', written over a large, stylized 'A'.

Alexandra Crook

Secretary, Pincher Creek Family Centre Board





Pincher Creek & District Municipal Library
Box 2020,
Pincher Creek, AB. T0K 1W0

Tel.: (403) 627-3813 Fax: (403)627-2847 Email: help@pinchercreeklibrary.ca

January 11, 2018

To whom it may concern:

Re: support for an independent full-time community grant writer

I am writing to express my support for the proposal of the Pincher Creek Development Initiative to bring a full-time community grant writer to Pincher Creek. I believe this position will be of great benefit to the community.

As the library looks to the future one thing we know is that significant resources will have to be gathered if we hope to provide excellent library services and facilities. This proposal by the Pincher Creek Development Initiative to engage a professional grant writer will help all organizations in the community and an experienced, professional grant writer will increase our ability to attain our goals in a timely fashion so that we can meet the needs of our community.

On behalf of the Pincher Creek and District Municipal Library, I fully support the hiring of a full-time community grant writer to assist our municipal bodies, charities and non-profit organizations for grants research and application, so that we can all capitalize on our energy and potentials.

Sincerely,

Janice Day, Library Manager
Pincher Creek & District Municipal Library

**MINUTES
COUNCIL COMMITTEE MEETING
MUNICIPAL DISTRICT OF PINCHER CREEK
JANUARY 9, 2018**

Present: Reeve Quentin Stevick, Councillors Brian Hammond, Rick Lemire, Bev Everts and Terry Yagos

Staff: CAO Wendy Kay, Director of Operations Leo Reedyk, Director of Development and Community Services Roland Milligan, Director of Finance Janene Felker and Executive Assistant Tara Cryderman

Other: Gerald Veldman and Luke Schoening, MPE Engineering

Reeve Stevick called the meeting to order, the time being 9:00 am.

1. Approval of Agenda

Councillor Rick Lemire

Moved that the Council Committee Meeting Agenda for January 9, 2018, be approved as presented.

Carried

2. Meeting with Alberta Transportation

Consensus of Council is that there is no immediate need to meet with Mr. Davidson.

3. Spring AAMDC Convention

Reeve Quentin Stevick and Councillor Terry Yagos will be attending the Spring AAMDC Convention in March.

4. FCM Convention – Halifax

Reeve Quentin Stevick will be attending this event.

5. Council Picture

Consensus was picture number 2. This picture will be ordered for the Gallery Wall in the hallway and used on the website.

6. Regional Water and Wastewater Discussion Paper – Town / MD

Discussion occurred with regards to the regional water project between the Town of Pincher Creek and the MD of Pincher Creek, with regards to the proposal of supplying water to the Hamlet of Pincher Station and to the Airport.

An additional meeting to be scheduled with Council to establish a “game plan” prior to meeting with the Town of Pincher Creek. Each Councillor is to forward their wishes for this project, and Administration.

A Joint Council meeting with the Town, and perhaps the Village of Cowley and the Crowsnest Pass, may be required.

7. Beaver Mines Water and Wastewater Project

Luke Schoening and Gerald Veldman with MPE Engineering Ltd. attended the meeting to update Council on the Beaver Mines Water and Wastewater Project.

Mr. Schoening and Mr. Reedyk provided answers to questions received by email, from Reeve Stevick, dated January 5, 2018.

Council requested to be provided with expenses to date on the Mill Creek site.

Council requested to be provided with a spreadsheet indicating key dates for the various components of the project.

8. Beaver Mines Wastewater Treatment Report Update

This report will be added as Operations(E1b) to the Council Meeting held this afternoon.

9. Adjournment

Councillor Terry Yagos

Moved that the meeting adjourn, the time being 11:44 am.

Carried

MINUTES
MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9
COUNCIL MEETING
JANUARY 9, 2018

8909

The Regular Meeting of Council of the Municipal District of Pincher Creek No. 9 was held on Tuesday, January 9, 2018, in the Council Chambers of the Municipal District Building, Pincher Creek, Alberta.

PRESENT Reeve Quentin Stevick, Councillors Brian Hammond, Terry Yagos, Rick Lemire and Bev Everts

STAFF Chief Administrative Officer Wendy Kay, Director of Finance Janene Felker, Director of Operations Leo Reedyk, Director of Development and Community Services Roland Milligan, and Executive Assistant Tara Cryderman

Reeve Quentin Stevick called the Council Meeting to order, the time being 1:00 pm.

A. ADOPTION OF AGENDA

Councillor Bev Everts 18/001

Moved that the Council Agenda for January 9, 2018, be amended, the amendment as follows:

Addition to Operations E.1.(b) – Beaver Mines Wastewater Treatment Report Update;

And that the agenda be approved, as amended.

Carried

B. DELEGATIONS

1. Allied Arts Council of Pincher Creek Update

Stacey McRae, Executive Director with Allied Arts Council of Pincher Creek, attended the meeting to update Council on the Allied Arts Council of Pincher Creek.

Due to the funding provided through Joint Funding, two (2) staffing positions were created for their organization.

The upcoming programming for the Allied Arts Council was shared.

Upgrades to the Lebel Mansion were mentioned.

Past fundraising events were mentioned, as well as upcoming events.

2. Community Grant Writer

Claren Copp-Laroque attended the meeting to speak to the development of a Community Grant Writer.

The benefits of having a community grant writer for the entire community was shared.

A monetary donation is not being requested, at this time, but the MD is being requested to join the negotiations in creating and supporting this position.

Several organizations within the community have provided “soft commitments” to the program.

Benefits to MD ratepayers were mentioned.

The organization is hoping to work with SASCI and the Chamber of Commerce on this project.

3. Beaver Mines Water and Wastewater Project

Cornell Van Ryk attended the meeting to speak to the Beaver Mines Water and Wastewater Project.

Mr. Van Ryk provided his opinions of the deficiencies of the project.

Minutes
 Regular Council Meeting
 Municipal District of Pincher Creek
 January 9, 2018

C. MINUTES

1. Council Meeting Minutes

Councillor Rick Lemire 18/002

Moved that the Council Meeting Minutes of December 12, 2017, be approved as presented.

Carried

2. Special Council Meeting Minutes

Councillor Bev Everts 18/003

Moved that the Special Council Meeting Minutes of December 18, 2017, be approved as presented.

Carried

D. UNFINISHED BUSINESS

1. Communication and Club Root

Councillor Bev Everts 18/004

Moved that the presentation of December 12, 2017, and the email, dated December 4, 2017, from Diana Reed, be received;

And that a response be provided to Ms Reed, specifically addressing her four (4) main concerns contained within her correspondence, as discussed by Council.

Carried

2. Tax Notification Service Fee

Councillor Terry Yagos 18/005

Moved that the letter from Deanna Haslam, dated December 5, 2017, be received;

And that Council forgive the Tax Notification Service Fee of \$325.

Carried

3. Friends of Castle River Petition

Councillor Rick Lemire 15/006

Moved that the presentation of December 12, 2017, and the email dated December 6, 2017, from Friends of Castle River, be received;

And that a response be provided, indicating that, as the current site is nonviable, the issues raised may no longer apply;

And that once Council has determined an option for Wastewater going forward, Council will ensure additional Public Consultation will occur,

Carried

E. CHIEF ADMINISTRATOR OFFICER'S (CAO) REPORTS

1. Operations

a) Operations Report

Councillor Terry Yagos 18/007

Moved that the Operations report from the Director of Operations, dated December 7, 2017 to January 3, 2018, as well as the Public Works Call Log, be received as information.

Carried

b) Beaver Mines Wastewater Treatment Report Update

Councillor Bev Everts 18/008

Moved that the report from the Director of Operations, dated January 3, 2018, regarding Beaver Mines Wastewater Treatment Report Update, be received;

And that Administration be directed to draft Terms of Reference for a Project Manager, regarding Wastewater Treatment Options for the Beaver Mines Water and Wastewater Project, including estimated capital costs, estimated operational costs, timelines, regulatory approvals, and type of treatment suitable for the area.

Carried

2. Planning and Development

a) Road Closure Resolution – Ptn. Of Road Plan 1789BM within NW 20-5-2 W5M

Councillor Rick Lemire, declared a potential conflict of interest, as he is an employee of Alberta Transportation, and left the meeting, the time being 3:17 pm.

Councillor Brian Hammond 18/009

Moved that the report from the Director of Development and Community Services, dated January 4, 2018, regarding the Road Closure Resolution for a portion of Road Plan 1289BM within NW 20-5-2 W5M, be received;

And that the following Resolution be passed:

A Resolution of the Municipal District of Pincher Creek No. 9 for the purpose of closing to public travel and cancelling a public highway in accordance with Section 24 of the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26 as amended.

WHEREAS, the lands hereafter described are no longer required for public travel;

NOW THEREFORE be it resolved that the Council of the MD of Pincher Creek No. 9 does hereby close the following described road, subject to rights of access granted by other legislation.

ALL THAT PORTION OF ROAD PLAN 1789BM
 WITHIN THE NW 20-5-2 W5M
 CONTAINING 0.77 HECTARES (1.90 ACRES) MORE OR LESS

To be placed back in Certificate of Title No. 171 117 180

Carried

Minutes
 Regular Council Meeting
 Municipal District of Pincher Creek
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Councillor Rick Lemire returned to the meeting, the time being 3:20 pm.

3. Finance

a) FCM Membership – Legal Defense Fund Donation

Councillor Terry Yagos left the meeting, the time being 3:21 pm.

Councillor Brian Hammond 18/010

Moved that the report from Director of Finance, dated January 3, 2018, regarding FCM Membership – Legal Defense Fund Donation, be received;

And that Council approve a donation to FCM Legal Defense Fund, in the amount of \$68.20, for 2018.

Carried

b) Village of Cowley – Truck Purchase

Councillor Terry Yagos returned to the meeting, the time being 3:24 pm.

Councillor Brian Hammond 18/011

Moved that the report from Director of Finance, dated January 3, 2018, regarding the Village of Cowley – Truck Purchase, be received;

And that the MD donate Unit #481 to the Village of Cowley.

Carried

c) Update on Pincher Creek Ag Society Roof Repairs

Councillor Bev Everts 18/012

Moved that the report from the Director of Finance, dated January 3, 2018, regarding the update on the Pincher Creek Ag Society Roof Repairs, be received;

And that Council request the Pincher Creek and District Agricultural Society provide a letter to Council outlining the change in project scope and funding requirements;

And further that Council is willing to provide a letter of support for the Society's CFEP Grant, if necessary.

Carried

4. Municipal

a) Alberta Community Partnership – Town of Pincher Creek / MD of Pincher Creek

Councillor Terry Yagos 18/013

Moved that the report from the Chief Administrative Officer, dated January 4, 2018, regarding Alberta Community Partnership – Town of Pincher Creek/MD of Pincher Creek, be received;

And that Council supports the grant application under the Alberta Community Partnership Program, to assist in facilitating the development of an Intermunicipal Collaboration Framework Agreement, and review of the existing Intermunicipal Development Plan;

And further that the Town of Pincher Creek be designated as the managing partner for this project.

Carried

b) Alberta Community Partnerships – Rural Partners

Councillor Terry Yagos 18/014

Moved that the report from the Chief Administrative Officer, dated January 4, 2018, regarding Alberta Community Partnership – Rural Partners, be received;

And that approval be granted to submit a grant funding application in collaboration with the following project partners; MD of Willow Creek, MD of Ranchland, Cardston County, Municipality of Crowsnest Pass, MD of Pincher Creek, and the Village of Cowley, for the purpose of creating Inter-Municipal Development Plans for the region;

And further that the MD of Pincher Creek be designated as the managing partner for this project.

Carried

c) Chief Administrative Officer’s Report

Councillor Brian Hammond 18/015

Moved that Council receive for information, the Chief Administrative Officer’s report for December 8, 2017 to January 4, 2018, as well as the Administration Call Log and the December 2017 Enhanced Policing Report.

Carried

F. CORRESPONDENCE

1. Action

a) 2017 Project Funding Requests

Councillor Terry Yagos 18/016

Moved that the letter from the Town of Pincher Creek, dated December 13, 2017, regarding the 2017 Project Funding Requests, be received;

And that a Joint Council Meeting be scheduled with the Town of Pincher Creek to further discuss the Town of Pincher Creek’s 2017 Project Funding requests;

And that this request deferred to 2019 Budget discussions.

Carried

b) Consultation on Noise Issues – AUC Rule 012: Noise Control

Councillor Brian Hammond 18/017

Moved that Bulletin 2017-11 from Alberta Utilities Commission, regarding AUC Rule: 012 Noise Control, be received;

And that Council direct Administration to respond to the Alberta Utilities Commission (AUC), indicating that the Municipal District of Pincher Creek No. 9 requests that the AUC ensure that a municipality be informed and allowed to comment on any proposed changes, to an electric or gas pipeline facility project, that could affect the noise from said project.

Carried

c) Kenow Fire

Councillor Bev Everts 18/018

Moved that the email from Gaylen Armstrong, dated December 20, 2017, regarding the Kenow Fire, be received;

And that Administration be directed to respond to Mr. Armstrong, following past practice, with regards to submitted correspondence relating to the Kenow Fire.

Carried

d) Cold Mix Surfacing

Councillor Bev Everts 18/019

Moved that the email from Sue Guerra, dated December 4, 2017, regarding Cold Mix Surfacing, be received;

And that Administration be directed to respond to the concerns contained within their correspondence.

Carried

2. For Information

Councillor Brian Hammond 18/020

Moved that the following be received as information:

- a) Canada's Clean Water and Wastewater Fund
 - Letter from Alberta Transportation, dated December 21, 2017
- b) Investing in Canada Infrastructure Plan
 - Letter from Alberta Infrastructure, dated December 20, 2017
- c) Pincher Creek Emergency Services Commission Inspection
 - Inspection Report by Transitional Solutions Inc.
- d) Notification of 2018 Subdivision Application Fee Increase
 - Email from Oldman River Regional Services Commission, dated December 14, 2017
- e) Letter of Possible Intent – Pincher Creek Library Board
 - Email from Pincher Creek Municipal Library Board, dated January 2, 2018
- f) Christmas Card
 - Christmas Card from Nancy Barrios, received January 2, 2018

Carried

Minutes
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 January 9, 2018

G. COMMITTEE REPORTS / DIVISIONAL CONCERNS

Reeve Quentin Stevick – Division 1
 EOEP Training – Munis 101
 - Email from Reeve Stevick, dated December 26, 2017
 Agricultural Service Board
 - Minutes of November 2, 2017
 Chinook Arch Regional Library System
 - Board Report, dated December 2017
 Alberta SouthWest
 - Bulletin December 2017
 - Minutes of October 4, 2017
 - Bulletin January 2018
 - Minutes of December 6, 2017
 Rural Crime Roundtable
 Mayors and Reeves

Councillor Rick Lemire – Division 2
 Pincher Creek Facilities Planning Steering Committee
 - Minutes of November 30, 2017

Councillor Bev Everts– Division 3
 Oldman River Regional Services Commission
 - Minutes of September 7, 2017
 - Meeting of December 7, 2017
 FCSS Meeting
 Snow removal kudos from ratepayer

Councillor Brian Hammond - Division 4
 Snow removal during the snow event
 Pincher Creek Emergency Services Commission Meeting

Councillor Terry Yagos – Division 5
 Agricultural Service Board Meeting
 Lundbreck Citizens Council Meeting
 - Dug out in Patton Park
 - Water usage during water restrictions
 - Snow removal within the Hamlet
 - Kitchen door on the Hall is blocked by the snow removal
 - Moving garbage bins during the snow event

Councillor Terry Yagos 18/021

Moved that the committee reports be received as information.

Carried

H. IN CAMERA

Councillor Bev Everts 18/022

Moved that Council and Staff move In-Camera, the time being 5:16 pm, to discuss the following issues:

1. Labour – Alberta Order of Excellence – FOIP Section 17
2. Labour – Enhanced Policing Agreement – FOIP Section 17
3. Labour – Committee Appointments – FOIP Section 17
4. Legal – Kenow Fire – FOIP Section 17
5. Labour – CAO Evaluation and Contract – FOIP Section 19

Carried

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Councillor Brian Hammond 18/023

Moved that Council and Staff move out of In-Camera, the time being 7:53 pm.

Carried

I. NEW BUSINESS

a. Labour – Alberta Order of Excellence

Councillor Brian Hammond 18/024

Moved that the letter from the Alberta Order of Excellence, dated November 30, 2017, be received as information.

Carried

b. Labour – Enhanced Policing Agreement

Councillor Brian Hammond 18/025

Moved that the letter from the Justice and Solicitor General, dated November 1, 2017, regarding the Extended Enhanced Policing Agreement, be received;

And that the Reeve and Chief Administrative Officer be authorized to sign the Enhanced Policing Agreement, for the term of April 1, 2018 to March 31, 2021.

Carried

c. Legal – Appointments to Boards and Committees

Councillor Terry Yagos 18/026

Moved that further advertisement occur regarding the vacancy on Boards and Committees for the MD of Pincher Creek;

And that this matter be placed on the In-Camera agenda for February 27, 2018.

Carried

d. Legal – Kenow Fire

Councillor Rick Lemire 18/027

Moved that the report from the Chief Administrative Officer, dated January 4, 2018, regarding the Kenow Fire, be received;

And that Administration be directed to forward a letter to Parks Canada, Alberta Wildfire and Pincher Creek Emergency Services Commission, inviting them to meet with the MD of Pincher Creek to discuss any gaps their organization experienced, with respect to communications, evacuations, and the emergency operations centre, during the Kenow Fire event.

Carried

e. Labour – CAO Evaluation and Contract

Reeve Quentin Stevick removed himself from the position of Chair at 7:56 pm.

Deputy Reeve Rick Lemire assumed the Chair.

Minutes
Regular Council Meeting
Municipal District of Pincher Creek
January 9, 2018

Reeve Quentin Stevick 18/028

Moved that the Chief Administrative Officers past performance evaluations, for the years 2014-2016 inclusive, be provided to members of Council;

And that these evaluations be provided no later than Friday, January 12, 2018.

Carried

Reeve Quentin Stevick resumed the position of the Chair at 7:57 pm.

J. ADJOURNMENT

Councillor Brian Hammond 18/029

Moved that Council adjourn the meeting, the time being 8:06 pm.

Carried

REEVE

CHIEF ADMINISTRATIVE OFFICER

Good Afternoon,

For those of you who may not know me my name is Stacey McRae and I am here on behalf of the Allied Arts Council of Pincher Creek to thank the town for their support in funding us through Joint Council.

The joint council funding has secured the AAC's ability to keep 2 part time positions for the year

One being myself, as executive director, having taken over for Yvan in July of 2017

I previously held the Program Director position for the Allied Arts.

I have a Bachelors Degree in Fine Arts with a Major in Painting

After moving to Pincher Creek in 2012 I worked for LED in Action - a local lighting company as their General Manager.

The other position is held by Katie Panchyshyn as Program Coordinator.

Katie started with us in July of 2017.

She has a Bachelors in Art History and Education

For the past 7 years she was the assistant director of the Snow School at Castle Mountain

She is currently overseeing 3 weekly drop-in programs that she developed:

Big & Little Creative Play for babies aged 10months - 2 years

The Mini Makers for 3 - 5 year olds

And the After School Art Series for children aged 5+

Currently, we have about 20 children who regularly attend these weekly programs

This fall she also took on the adult programming coordinator role from myself

The schedule for the year so far includes pottery, stained glass, drawing, sculpture, and fibre arts.

Many of which we have adapted to encourage teenager participation

Our primary focuses for the coming year are to sustain the programming we're currently running while looking to the future to make sure our space can accommodate further progression as an art's facility and focussing in on what we want that to look like.

Office space is currently at 100% occupancy with a waiting list

In 2017 our gift shop and gallery income grew by 59% from 2016

Which meant that \$37 thousand dollars went back into our economy in the form of artists commissions.

All of these bits and pieces are putting us on a greater path to sustainability as an organization.

Last summer, we saw our busiest tourist season upon us and many enthusiastic visitors

However the mansion as it is doesn't tell its own story that well

An ongoing project of ours for the coming years will be to curate the entire mansion in a way that will engage visitors with the history of the building.

We started 2018 off with having the 3rd floor hardwood refinished as it was in need of restoration.

This space is used 3 nights a week for dance, yoga and drawing and is available for private rental as well

Our next steps will be to consider how the basement can be better utilized which will translate into greater program and fundraising potential

As for fundraising this year we are planning a second annual Arts & Drafts event. Some of you participated and even volunteered your time last year for the event, thank you, it was a huge success for us, raising around \$3000 with about 150 very happy people and an exceptional amount of volunteer hours put into the event

This year we will expand the event to include an art exhibition throughout the mansion as well as expand ourselves into the additional available spaces.

In addition to this we will be working on a few summer projects that we will be advertising shortly, one is bringing the Glass House Collective down from Okotoks. They are a group operating a portable glass blowing facility. So stay tuned!

Katie and I are working every day at turning the mansion into an arts hub that brings a vibrancy to the building and in turn the community being the MD and the Town as well as our visitors.

Thank you for your time

Tara Cryderman

Subject: FW: delegation information
Attachments: Summary of Presentation to MD Council Tuesday January 9th, 1 pm .pdf

From: Allied Arts [mailto:lebelpc@gmail.com]
Sent: Wednesday, January 3, 2018 4:31 PM
To: Tara Cryderman <AdminExecAsst@mdpincercreek.ab.ca>
Subject: Re: delegation information

Hi Tara,

Thank you for your email.

Attached is our summary of the presentation. We are not requesting anything from Council, simply want to give a face to the positions they have helped to fund and laying out what our 2018 looks like to keep them informed on what we do.

If you need more information please let me know.

Thank you and have a good night,

Stacey McRae
Executive Director
Allied Arts Council of Pincher Creek

Work 403-627-5272

Summary of Presentation to MD Council Tuesday January 9th, 1 pm

Presenting: Stacey McRae, Executive Director of the Allied Arts Council of Pincher Creek

Thank you to the MD in funding our part time positions of Executive Director (Stacey McRae) and Program Coordinator (Katie Panchyshyn).

Introduction of these positions and their functions within the Allied Arts and how they benefit our community.

Executive Director roles:

- Strategic planning with Board of Directors
- Representation, growth and organization of the Lebel Mansion Gift Shop with sales of locally made artwork and creative goods benefitting over 50 community members
- Gallery curation, coordination and marketing
- Accounts receivable/accounts payable
- Historical site representation
- Maintaining a full tenant capacity of the available spaces
- Maintaining the building and grounds in conjunction with the Town of Pincher Creek
- Fundraising
- Events and program marketing
- Creating opportunities for local artists to present, market and develop their skill sets

Program Coordinator Roles:

- Development and facilitation of drop in programs for children aged 10 months+ to develop focussed artistic creativity through exploration of a variety of art practices and art historical themes.
- Organization and growth of adult arts programming
- Events and program marketing
- Fundraising
- Gallery and Gift Shop representation

Summarize the successes we have seen in the previous year and highlight the plans we have for 2018 in terms of program development, community outreach and fundraising capacity.

On behalf of the Allied Arts Council and its staff, we thank you for your funding contribution.

Sincerely,

Stacey McRae

FURTHER ISSUES WITH THE BEAVER MINES WATER/WASTEWATER PROJECT

I have been guilty of speaking too harshly on this subject in the past and will try to be more civil in the New Year.

Perhaps now that the Mill Creek Lagoon is behind us, we can start working together instead of in opposition.

Please, Reeve Stevick, if I get too fired up, jump in and I'll tone it down.

My mission here today is to give you my perspective as to some of the deficiencies I've seen in the management of the Beaver Mines Project. It's my hope that some of what I have to say will drive improvements going forward. This presentation is information and recommendation, I'm not asking for any specific action or decision.

The subject of proper project management is something I feel VERY strongly about due to personal experience. I know how badly things turn out if discipline is not applied (I have the grey hair to prove it) and how successfully very complex projects can be executed when they are properly managed. I've learned from success and from failure.

The easy part of completing any project is the engineering, design and construction of the ultimate solution. The Project Development phase.. landing on the right alternative, identifying and mitigating all stakeholder issues and project risks, gaining required approvals, providing information to the decision makers, managing communication etc. ...that is the tough part.

There are three main areas of deficiency in the Beaver Mines Project, from my perspective. In order of least to most significant, the first is:

- **LACK OF DUE DILIGENCE**

I believe the Regional Water Treatment Plant was designed to treat Castle River water. I'm aware of no documentation to confirm that the change in water supply to the Oldman Reservoir has been studied. In low flow conditions the Crowsnest River is almost 2% wastewater effluent from the Crowsnest Pass. **Are we sure there is no risk?**

The water supply to the Castle Park has the potential to transport invasive species to the headwaters of the Castle River. There are things like whirling disease and rock snot that do not currently exist in the headwaters. **Are we sure there is no risk?**

*MEMBRANE FILTER
GLACIÉTTI*

There are Castle River water users downstream of the proposed lagoon at Mill Creek. People fish and swim in this river. **Are we sure there is no risk?** This is a moot point now, but a proper review would likely have resulted in procedures that could be incorporated to reduce the impact (such as shutdown of the Pincher Creek intake while the lagoon is being emptied, emergency procedures in the event of a lagoon breach or seepage detection).

None of these issues is likely a problem (low probability) but a high consequence if something goes wrong with people's water. Assuming all is well and not performing an expert analysis is negligent. Not having documentation to confirm due diligence is a liability.

- **Poor Communication.** No resident consultation before the Mill Creek decision. Beaver Mines residents frustrated with the lack of cost information. Downstream users (water co-op, Castle View Campground, Hutterites) left completely in the dark.

No matter which direction this project takes, if the underlying management issues are not dealt with, the project will continue to be a “gong show” (that’s the term Chris at the Voice landed on, he didn’t want to print what I call it).

Rework, unnecessary costs, poor decisions based on poor information and ratepayer dissatisfaction will be the result. I strongly encourage Administration to assign a full-time Project Manager at least until all decisions have been made and all issues have been dealt with. Then the project can be turned over to the construction engineers to get it designed and built.

So, I’m clear. In my view, the Project Manager **must** be independent from the construction engineers as their activities need to be managed as well and the quality ensured. When evaluating options the construction engineers may be in conflict and should be at arms-length from the decision making process. Their role should be limited to technical support and the supply of information as requested during the Development Phase of the Project.

- **PROJECT MANAGEMENT (the lack of a Project Development Plan)**

You know a project is in trouble when it's always in firefighting mode. From what I can tell (the public has not been privy to any discussion so I've had to connect the dots in several cases), from the get go, this project has always been a day late and a dollar short.

In August of 2016 there was a sudden urgency to move ahead with the wastewater component so a grant application could be submitted by year end. An engineering study was commissioned which was delivered in less than 2 months. It was draft, unsigned and not stamped and very poor quality. There was no discussion of project risk, operating costs or resident issues. Council chose to proceed with the Mill Creek option if viable and a grant application was submitted. The quality of the application was so poor that a grant was not approved. Nothing was done for almost a year to confirm the viability of the proposal. Council had issue with the capital cost estimate and requested an update. Again, in late 2017 it became urgent to move forward (I believe already approved grants were in jeopardy), and Council directed detailed engineering and design of the Mill Creek Lagoon option, without any assurance of viability or the updated cost information. After approval of some \$390k of engineering/design costs, Council did the right thing and stepped in to ensure some viability issues were assessed prior to significant funds being spent. Project costs escalated and Council was once again forced to make a hasty decision and approve borrowing funds. The water pipeline was being installed at the same time as the public hearing on the required road allowance closure was held, fortunately there was no opposition to the road allowance closure. Tenders for the water pipeline mechanical systems need approval even though Council has concerns about the direction and cost escalations. All this turmoil and haste is a sure sign of mismanagement.

An experienced project manager would have a project development plan, complete with action items, timing and responsibility. Council should know months ahead when they will be required to make decisions, not at the last minute. Emerging issues would be entered into the plan and dealt with proactively. For example, there is a pending issue about what to do with the "abandoned" septic tanks in BM that should be worked on as we speak. The time to start working on a bylaw around the requirements to lay up or remove abandoned septic tanks is not when the machines are there digging. All required assessments should be planned so wherever possible, they can be executed in parallel instead of series as is being done now. There should be a communication plan and so on.

- **INADEQUATE PROJECT RESOURCING**

Inadequate project resourcing is likely the root cause of all the issues encountered. Having Leo manage a \$20 million project along with his regular job is an unreasonable expectation and doomed to fail. In my experience, the urgency of day to day operational issues will always take precedence over proactive management. In addition to the issues already mentioned, this lack of oversight has resulted in:

- Poor information to Council. One wonders if a proper study had been delivered in the fall of 2016 and Council had been aware of all the issues, risks, stakeholder concerns, approvals required, public outcry, limber pines, access roads, etc. would they have selected the Mill Creek Lagoon as the preferred option given the small monetary difference in the alternatives presented.
- Unfulfilled expectations. Council asked for cost estimate upgrades and lists of required assessments that were not delivered. I was promised a cost update that was not delivered. Cut/paste from Leo's Email I believe your concerns to be real in that your question on the true, overall cost of the Mill Creek site are shared by Council. That, I believe is why they requested that I provide additional information on the Mill Creek site. As I have previously indicated, I will provide you a copy of the briefing that I prepare for Council, as well as provide advance notice to you of when it will be in front of Council for consideration, so you can attend if you wish.

Tara Cryderman

From: Wendy Kay
Sent: Wednesday, January 3, 2018 10:27 AM
To: Tara Cryderman
Subject: Fwd: January 9, 2018 Council Meeting

Sent from my iPhone

Begin forwarded message:

From: "Cornell Van Ryk" <>
Date: January 3, 2018 at 8:34:40 AM MST
To: "Wendy Kay" <wkay@mdpincercreek.ab.ca>
Cc: "Bev Everts" <
Subject: **January 9, 2018 Council Meeting**

Good morning Wendy,

As it seems the public will not have the opportunity to speak or present questions at the morning meeting on Jan. 9, I would appreciate the opportunity to present any outstanding concerns at the regular Council Meeting. Please put me on the agenda. My comments will not be limited to the wastewater component of the Beaver Mines project but to the project as a whole.

Thank you.
Cornell Van Ryk

MD OF PINCHER CREEK

January 12, 2018

TO: Wendy Kay, CAO

FROM: Janene Felker, Director of Finance

SUBJECT: 2018 Levies for Pincher Creek Emergency Services Commission

1. Origin

The MD has received the Operating and Capital Levies from the Pincher Creek Emergency Services Commission for 2018.

2. Background/Comment

The 2018 operating and capital levies from Pincher Creek Emergency Services Commission have been received and are above the amounts included in the 2018 budget.

For the operating levy, the amount included in the budget was \$325,600, this was a 5% increase based on the 2017 actual. The actual 2018 levy is \$360,808.47 (a 17% increase from 2017). The operating levy is typically funded 100% by separate levy on the MD's tax notice.

For the capital levy, the amount included in the budget was \$130,000, the same amount as the 2017 actual. The actual levy is \$164,969.60 (a 28% increase from 2017). The \$130,000 anticipated 2018 capital levy was going to be funded by the mill rate stabilization reserve.

The question is what portion of the levies should be collected via the separate levy on the tax notice and what portion funded by reserves?

3. Recommendations**Recommendation #1**

That the report from the Director of Finance, dated January 12, 2018, regarding the 2018 Levies for Pincher Creek Emergency Services Commission be received;

And that the 2018 operating levy of \$360,808.47 be included in the 2018 mill rate bylaw;

And that the 2018 capital levy of \$164,969.60 be funded by the Mill Rate Stabilization Reserve (6-12-0-735-6735).

Recommendation #2

That the report from the Director of Finance, dated January 12, 2018, regarding the 2018 Levies for Pincher Creek Emergency Services Commission be received;

And that the 2018 operating levy of \$360,808.47 be included in the 2018 mill rate bylaw;

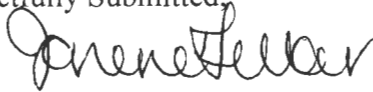
And that the \$130,000 of the 2018 capital levy be funded by the Mill Rate Stabilization Reserve (6-12-0-735-6735) and the remainder of \$34,969.60 be included in the 2018 mill rate bylaw.

Recommendation #3

That the report from the Director of Finance, dated January 12, 2018, regarding the 2018 Levies for Pincher Creek Emergency Services Commission be received;

And that the total of the 2018 operating and capital levies of \$525,778.07 be included in the 2018 mill rate bylaw.

Respectfully Submitted,



Janene Felker, Director of Finance

Reviewed By: Wendy Kay, CAO



Date: January 15, 2018

Reserve Status Sheet

6-12-0-735-6735

General Reserve - Mill Rate Stabilization

January 12, 2018

Balance Start of Year	Opening Balance	1,144,581.83
Previous Approved Amounts	Projected Transfer to Balance 2018 Budget	(79,150.00)
	Excess Fire Costs (Nov 28)	(40,000.00)
	Anticipated PCESC 2018 Capital Levy	(130,000.00)
	Lexin Resources Assessment Cancellation (May 9	(54,978.33)
	Transfer for Required Taxation Revenue (April 11)	(114,463.00)
	Transfer from Reserve Closure (Feb 28)	508,162.52
	PCESC 2017 Capital Levy (Jan 24)	(129,260.00)
	Bemo Snow Stopper System (Sept 27, 2016)	(11,540.00)
	Projected Transfer to Balance 2017 Budget	<u>(134,000.00)</u>
Projected Balance as of January 12, 2018		959,353.02

January 12, 2018

TO: Wendy Kay, CAO

FROM: Janene Felker, Director of Finance

SUBJECT: Borrowing Bylaw 1283-18 Operating Line of Credit

1. Origin

The M.D. may require additional funds to meet our expenditures from February 1, 2018 to June 30, 2018.

2. Background/Comment

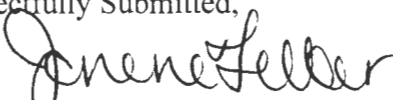
Due to many reasons, an operating line of credit may be needed to cover the cash flow of the MD for approximately five months. The first reason is the timing difference between the starting of the MD's budget year and the collection of tax revenue. In addition, the MD continues to use reserves for funding of projects. The long term investments that secure the reserves are not withdrawn since the interest earned in the investment account is greater than the interest paid on an operating line of credit. Also, the cash flow with the Beaver Mines Water Project may have timing differences between the MD paying invoices and receiving the corresponding grant funds from the Province. Finally, all of the 2018 requisitions require first quarter payments, but the MD doesn't collect the funds from our taxpayers until May/June. All of these reasons, lead to needing the operating line of credit from February – June 2018.

3. Recommendation

That the report from the Director of Finance, dated January 12, 2018, regarding the Borrowing Bylaw be received;

And that Council gives Borrowing Bylaw 1283-18 1st and 2nd readings and be presented for 3rd reading.

Respectfully Submitted,


Janene Felker, Director of Finance

Reviewed By: Wendy Kay, CAO

W Kay

Date: *January 15, 2018*

**MUNICIPAL DISTRICT OF PINCHER CREEK NO.9
BYLAW NUMBER 1283-18**

**BEING A BYLAW OF THE MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9 IN
THE PROVINCE OF ALBERTA TO BORROW TO MEET CURRENT OPERATING
EXPENDITURES AND OBLIGATIONS**

WHEREAS the amount of taxes is estimated to be levied for the fiscal year commencing January 1, 2018 by the Municipal District of Pincher Creek No. 9 (hereinafter called "the Corporation") for all purposes including ordinary current expenditures incurred during the said year is the approximate sum of Sixteen Million Six Hundred and Eighteen Thousand Four Hundred and Ten Dollars (\$16,618,410.00);

AND WHEREAS the Council of the Corporation deems it necessary to borrow from time to time (on a revolving basis) during the said year, a sum or sums not exceeding the maximum principal amount of Five Million Dollars (\$5,000,000.00) to meet the current operating expenditures and obligations of the Corporation incurred during February 1, 2018 and June 30, 2018 until such time as the taxes levied or to be levied therefore as aforesaid can be collected;

AND WHEREAS after the borrowing during the said year of the amount hereby authorized to be borrowed, the total loans outstanding at any one time to meet the current operating expenditures and obligations of the Corporation incurred during the said year, will not exceed the amount of taxes levied or estimated to be levied for the said year of the Corporation.

NOW THEREFORE the Council of the corporation hereby ENACTS AS FOLLOWS:

1. That the Council of the Corporation does borrow from time to time (on a revolving basis) during the said time period from the Canadian Imperial Bank of Commerce (the "Bank"), a sum or sums not exceeding the maximum principal amount of Five Million Dollars (\$5,000,000.00), which the Council deems necessary to expend to meet the current operating expenditures and obligations of the Corporation incurred during the said year, until such time as the taxes levied or to be levied therefore can be collected, and to pay or agree to pay interest on the sum so borrowed either in advance or at maturity, and in each case after maturity, at such rate as may be agreed upon from time to time between the Council and the Bank.
2. That the sum or sums so borrowed may be evidenced and secured by a promissory note or notes executed by the Reeve and Chief Administrative Officer on behalf of the Corporation, and the said Reeve and Chief Administrative Officer are hereby authorized and empowered to execute and give such promissory note or notes on behalf of the Corporation as may be required by the Bank, and to determine and agree upon from time to time the rate of interest applicable to the amount of the sums borrowed hereunder remaining from time to time outstanding.
3. That the Council of the Corporation does hereby pledge to the said Bank as security for payment of the money borrowed hereunder, the whole of the unpaid taxes and penalties on taxes assessed and/or levied by the Corporation in years prior to the said year together with the penalties thereon, and the whole of the taxes assessed or to be assessed and/or levied or to be levied for the said year, and the Corporation shall deposit in a special account with the said Bank all of the said taxes, penalties and other designated revenues as collected as collateral security for the money to be borrowed hereunder and interest thereon, and the same shall be applied as far as necessary in payment of moneys borrowed hereunder and interest thereon, but the said Bank shall not be restricted to the said taxes, penalties and other designated revenues for the payment of the money borrowed as aforesaid, or be bound to wait for repayment of such money and interest until such taxes, penalties and other designated revenues are deposited as aforesaid.
4. That nothing herein contained shall waive, prejudicially affect or exclude any right, power, benefit or security by statute, common law or otherwise given to or implied in favour of the said bank.

This Bylaw comes into force and effect upon final passing thereof.

READ a first time this _____ day of _____, 2018.

READ a second time this _____ day of _____, 2018.

READ a third time and finally passed this _____ day of _____, 2018.

Reeve

Chief Administrative Officer

M.D. of Pincher Creek No. 9 Statement of Cash Position

E3c

Month Ending December 31st, 2017

BANK STATEMENT C.I.B.C.	December	November
General Accounts		
Bank Statement Balance	377,588.96	660,467.04
Deposits After Month End	29,014.70	832.72
Cash On Hand	600.00	600.00
Outstanding Cheques	(192,289.62)	(381,753.80)
Month End Cash Available	214,914.04	280,145.96

M.D.'S GENERAL LEDGER	December	November
Balance Forward from Previous Month	280,145.96	201,533.86
Revenue for the Month:		
Receipts for the Month	293,639.62	553,950.65
Interest for the Month	692.66	1,102.67
Transferred from Short Term Investments	1,690,024.00	513,193.62
Disbursements for the Month:		
Cheques Written	(970,529.84)	(644,725.10)
Payroll Direct Deposits and Withdrawals	(255,610.56)	(315,818.99)
Electronic Withdrawals - Utilities and VISA	(62,119.87)	(28,419.97)
Banking Transaction Fees	(436.65)	(670.78)
Requisition & Debenture Payments	(760,891.28)	0.00
M.D.'s General Ledger Balance at Month End	214,914.04	280,145.96

SHORT TERM INVESTMENTS - C.I.B.C.	December	November
General Account Operating Funds	2,561,213.23	3,831,317.52
MSI Capital Grant Advances	4,765,036.78	4,763,471.03
Public Reserve Trust Funds	98,786.42	118,647.10
Tax Forfeiture Land Sales	3,579.86	3,575.45
Recycling Committee	31,064.64	30,826.64
Water Intake Advance	1,540,574.29	1,543,231.51
Water For Life Advance	0.00	154,261.34
Clean Water/Wastewater Advance	1,023,954.18	1,254,151.26
10,024,209.40	11,699,481.85	

LONG TERM INVESTMENTS	December	November	Annual Rate	Original	Original
Financial Institution	Market Value	Market Value	of Return	Investment	Investment
			2016	Date	Amount
C.I.B.C. Wood Gundy - Bonds	8,683,463.00	8,719,750.00	3.97%	Nov-88	1,255,915.75

COMMENTS
January Items of Note

January 1, 2017 tax penalty of 12% was applied on all outstanding taxes. The penalty was approx \$55,000.

This Statement Submitted to Council this 23rd Day of January 2018.


Director of Finance

M.D. of Pincher Creek No.9

Cash Receipts - Taxes 2017

January 5, 2018

	Receipts 2017	Receipts 2016	Receipts 2015	Receipts 2014	Receipts 2013	Receipts 2012
January	101,467.65	70,917.57	84,853.10	66,116.56	56,688.86	93,933.17
February	82,851.81	94,306.57	29,930.03	24,808.13	39,504.50	14,256.92
March	112,377.69	111,632.95	49,943.10	69,541.08	38,688.75	22,273.57
April	83,374.47	98,519.71	79,934.66	44,438.31	28,812.44	23,801.29
May	2,048,093.05	1,280,426.30	10,411,570.99	9,962,449.34	9,182,235.41	8,149,453.05
June	10,137,088.02	10,963,691.57	659,671.10	458,315.56	1,031,362.78	704,084.90
July	202,054.13	183,675.79	518,222.84	124,900.97	113,871.40	112,354.16
August	147,795.87	133,192.19	82,233.99	64,871.55	66,723.96	70,541.37
September	127,456.58	128,397.36	131,945.21	175,372.91	106,023.26	96,022.80
October	435,048.46	433,567.59	867,742.12	789,520.43	744,592.45	753,582.99
November	136,565.00	94,695.89	137,511.07	50,340.00	133,800.06	212,780.84
December	189,095.56	155,804.34	164,776.79	204,400.82	149,715.76	91,336.44
	13,803,268.29	13,748,827.83	13,218,335.00	12,035,075.66	11,692,019.63	10,344,421.50
January 1st Balance						
Current	(40,264.22)	(41,713.13)	(44,204.15)	(30,688.15)	(33,254.52)	(34,439.25)
Arrears	388,505.49	301,784.81	305,591.55	289,813.73	246,360.48	319,606.19
Total	348,241.27	260,071.68	261,387.40	259,125.58	213,105.96	285,166.94
October 31st Balance						
Current	513,888.48	484,133.12	447,330.84	398,397.01	446,878.65	406,638.75
Arrears	241,052.52	99,650.07	102,998.66	98,135.20	70,745.23	93,898.64
Total	754,941.00	583,783.19	550,329.50	496,532.21	517,623.88	500,537.39
December 31st Balance						
Current	269,326.02	256,639.07	172,589.98	175,691.63	194,316.55	141,005.47
Arrears	175,676.55	91,602.20	87,797.20	85,695.77	64,809.03	72,100.49
Total	445,002.57	348,241.27	260,387.18	261,387.40	259,125.58	213,105.96
Taxes Billed	13,805,771.80	13,716,239.75	13,182,531.87	11,984,958.26	11,686,910.97	10,635,698.00
% of Taxes Paid						
June 30th	88.52	90.02	83.90	86.57	86.96	82.22
Oct. 31st	94.95	96.29	95.76	95.97	95.60	91.65
Dec 31st	97.25	98.08	98.00	98.05	97.98	94.42
Penalty	33,375.83	33,148.13	22,991.30	20,803.27	22,743.06	17,041.46
Jan 1st Penalty (12%)	55,299.41	40,240.83	34,888.11	35,095.53	33,090.88	19,893.49

MUNICIPAL DISTRICT OF PINCHER CREEK

January 17, 2018

TO: Reeve and Council

FROM: Wendy Kay, Chief Administrative Officer

SUBJECT: Beaver Mines Fire Hall - Lease

1.0 Origin

As part of the Pincher Creek Emergency Services Commission establishment, assets are to be transferred from the MD to the Commission.

2.0 Background

Beaver Mines Fire Hall was not included in the Regulation when the Commission was established. Advice from Municipal Affairs is to lease the property and buildings to the Commission, until such time as a new Fire Hall has been decided upon.

All other transfers are completed, with Beaver Mines Fire Hall being an outstanding item.

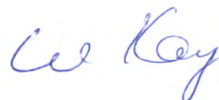
Attached is a proposed lease, which would lease the Beaver Mines fire hall property, the fire hall building, and a washroom facility owned by the MD, to Pincher Creek Emergency Services Commission, at a cost of \$1.00 per year.

3.0 Recommendation

That the report from the Chief Administrative Officer, dated January 17, 2018, regarding Beaver Mines Fire Hall – Lease, be received;

And that Council authorize the Reeve and Chief Administrative Officer to sign the lease, for the Beaver Mines fire hall property, fire hall building, and washroom facility, at a cost of \$1.00 per year, and forward onto the Commission for their approval and signatures.

Respectfully submitted,



Wendy Kay

Attachment



THIS LEASE AGREEMENT made this ___ day of _____, 2018.

BETWEEN:

MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9
(hereinafter called the "Landlord")

AND:

PINCHER CREEK EMERGENCY SERVICES COMMISSION
(hereinafter called the "Tenant")

WHEREAS:

- A. The Landlord is or is entitled to be the legal and beneficial owner of the Lands;
- B. The Landlord has agreed to lease to the Tenant, and the Tenant has agreed to lease from the Landlord, the Lands;

NOW THEREFORE in consideration of the grant of leasehold interest, rents payable, and the mutual covenants contained within this Lease, the parties hereby agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 Definitions

In this Lease, and in addition to the defined parties to this Lease, the following words and expressions shall have the meanings herein set forth unless inconsistent with the subject matter or context:

- (a) "**Commencement Date**" means the 1st day of January, 2018, or such other date as mutually agreed-upon by the Landlord and Tenant;
- (b) "**Goods and Services Tax**" shall mean the Goods and Services Tax assessed under and pursuant to the *Excise Tax Act*, RSC 1985, Chapter E-15 and shall include any other tax imposed supplementary thereto or in substitution therefore;
- (c) "**Hazardous Substances**" means any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing, substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction over the Tenant and the Lands;
- (d) "**Lands**" means the lands legally and municipally described as set out in **Schedule "A"** attached hereto;
- (e) "**Lease**" means this lease as from time to time amended in writing and agreed to by all parties hereto;
- (f) "**Permitted Use**" means the Tenant's exclusive use of the Lands for the following purpose(s):

Beaver Mines Fire Hall, including building and washroom trailer;

- (g) **"Rent"** means the rent specified in Section 4.1, together with all other payments which may become due from the Tenant to the Landlord pursuant to this Lease; and
- (h) **"Term"** means the term of this Lease as set out in Section 3.1.

ARTICLE 2 – DEMISE

2.1 Demise of Lands

The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the Lands for the Term and upon and subject to the covenants, conditions and agreements herein expressed.

ARTICLE 3 – TERM

3.1 Term

The Tenant shall have and hold the Lands basis for the period commencing upon the Commencement Date and ending upon the 1st day of January, 2019, subject always to earlier termination or renewal of this Lease and the Term as provided in this Lease.

3.2 Renewal

Provided that the Tenant is not then in default of any of its obligations contained within this Lease, this lease will be automatically renewed on an annual basis, unless at least 90 day written notification has been given by either party of intent to terminate the lease upon the same terms, covenants and conditions contained within this Lease.

3.3 Termination by Landlord

Notwithstanding any provisions contained within this Lease, the Landlord may terminate this Lease, together with all rights and privileges granted to the Tenant under this Lease, without cause or reason, at the Landlord's sole discretion, upon ninety (90) days prior written notice to the Tenant.

ARTICLE 4 – RENT

4.1 Rent

The Tenant shall pay to the Landlord as rent for the Term of this Lease the sum of one (\$1) Dollar per year, plus applicable taxes such as the federal Goods and Services Tax, payable the Commencement Date.

4.2 Net Lease

The Landlord and the Tenant hereby covenant and agree that for all purposes that this Lease shall be a net lease for the Landlord, and that save and except for as specifically set forth within this Lease, the Landlord shall not be responsible for any cost, charge, expense or outlay of any nature whatsoever arising from or relating to the Lands, or any impositions, costs and expenses of every nature and kind relating to the Lands whether or not specifically provided for within this Lease. All such costs shall be the responsibility of the Tenant to pay promptly when due. To the extent that any such costs are paid by the Landlord the Tenant shall reimburse the Landlord immediately upon demand, such sums being collectable in the same manner as Rent.

ARTICLE 5 – UTILITIES, TAXES AND EXPENSES

5.1 Goods and Services Tax

The Tenant shall pay promptly when due all Goods and Services Tax applicable to the payment of Rent or on any other amounts owed by the Tenant to the Landlord. In the event that such taxes are by statute, law, bylaw, regulation or ordinance imposed upon or payable by the Landlord as recipient of the Rent, the Tenant shall pay to the Landlord as Rent the Goods and Services Tax.

5.2 Utilities and Services

The Tenant shall be responsible for the prompt payment, when due, of all costs (including installation charges) of all utilities consumed on or within the Lands including, without restriction, all gas, water, electrical, and telephone rates and charges, and shall indemnify the Landlord against any and all liability or damages pertaining thereto. Payments shall either be made directly to the supplier of the services or equipment, or shall be paid to the Landlord as reimbursement for payment of such costs if paid by the Landlord to the said supplier(s).

5.3 The Tenant's Taxes

Subject to the availability of any exemption under the *Municipal Government Act*, RSA 2000, Chapter M-26, as amended from time to time, the Tenant shall pay, when and if they shall become due and payable, all real estate taxes, assessments, rates and charges and other government impositions, general or special, ordinary or extraordinary, foreseen or unforeseen, of every kind, including assessments for local or public improvements and school taxes which may at any time during the Term be imposed, assessed or levied, in respect of the Lands and Tenant's leasehold interest in the Lands and all fixtures and improvements from time to time located thereon, or which, howsoever imposed, might constitute a lien on the Lands or any part thereof or a liability of the Landlord.

ARTICLE 6 – USE OF LANDS

6.1 Use of Lands

The Lands shall be used continuously during the Term for the Permitted Use, and for no other use. The Tenant shall not carry on nor permit to be carried on upon the Lands any other trade, business or activity, without the prior written consent of the Landlord, which consent may be unreasonably withheld.

6.2 No Nuisance

The Tenant shall not carry on any business or do or suffer any act or thing which in the opinion of the Landlord constitutes a nuisance or would result in a nuisance, or which would be offensive or an annoyance to the Landlord, as well as occupants of lands and property owners in the vicinity of the Lands, nor do or suffer any waste or damage, disfiguration or injury to the Lands.

6.3 Compliance with Laws

- (a) The Tenant will promptly comply with and conform to the requirements of every applicable law, bylaw, regulation, ordinance and order at any time or from time to time in force during the Term affecting the Lands or the business carried upon the Lands.
- (b) The Landlord will promptly comply with and conform to the requirements of every applicable law, bylaw, regulation, ordinance and order at any time or from time to time in force during the Term affecting the Lands.

6.4 Improvements, Alterations, Fixtures

- (a) The Tenant shall not without the prior written consent of the Landlord, which consent may not be unreasonably withheld, excavate, drill, install, erect, or permit to be excavated, drilled, installed or erected over, under or through the Leased Premises, any pit, foundation, pavement, building, fence, sidewalk, installation, addition, partition, sign, alteration, antenna or other structure or improvement.
- (b) Upon the expiration or other termination of this Lease, all alterations, additions, partitions, improvements or structures which may have been made or installed by the Tenant upon or within the Lands, (whether with or without the Landlord's consent) and which are attached to the Lands shall remain upon and be surrendered with the Lands as a part of the Lands without disturbance, molestation or injury and such be and become the absolute property of the Landlord without compensation to the Tenant.
- (c) Notwithstanding Section 6.4(b), the Landlord may, by written notice to the Tenant prior to or after the termination or expiration of the Term, require the removal at the expense of the Tenant of any and all alterations, additions, partitions, improvements or structures on the Lands and/or the restoration of the Lands to the same condition that they were in before any alterations, additions, partitions, improvements or structures were made, erected or installed, such work to be done by or at the direction of the Landlord.
- (d) Notwithstanding Section 6.4(b), but subject to Section 6.4(a) and 6.4(c), and provided the Tenant has paid the Rent and performed and observed all the covenants and conditions contained in this Lease, the Tenant shall at the expiration or other sooner termination of this Lease have the right to remove its trade fixtures, but shall make good the damage caused to the Lands which may result from such installation and removal including the restoration of the Lands to the same condition that they were in before any improvement, alteration or fixture was made, erected or installed, such work to be done by or at the direction of the Landlord.

6.5 Insurance

- (a) The Tenant shall purchase at its own expense and maintain in force during the Term and any renewal term the following insurance coverage satisfactory to the Landlord:
 - (i) comprehensive general liability or commercial general liability insurance certificate of insurance, including coverage of liability for bodily injury, death and property damage occurring in or about the Lands in the following amounts:
 - A. not less than TWO MILLION (\$2,000,000.00) DOLLARS (or from time to time such greater amounts as are sufficient, as determined from time to time by the Landlord acting reasonably, to afford equivalent protection against all such claims) comprehensive general liability if the Tenant is either a private individual and the Permitted Use is not for a commercial purpose or is a not-for-profit association or society; otherwise
 - B. not less than FIVE MILLION (\$5,000,000.00) DOLLARS (or from time to time such greater amounts as are sufficient, as determined from time to time by the Landlord acting reasonably, to afford equivalent protection against all such claims) commercial general liability is required if the Tenant is a body corporate, a government entity, or an individual where the Permitted Use is for a commercial purpose; or
- (b) Each policy shall name the Landlord as an additional insured and each policy shall contain a waiver of cross-claim and subrogation against the Landlord, its servants, agents and employees and shall protect and indemnify both the Tenant and the Landlord.

- (c) In addition to the foregoing, the Landlord reserves the right to:
 - (i) require that the Landlord maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Act, RSA 2000, Chapter W-15, as amended from time to time, protecting the Landlord and the Tenant from claims under that Act; and
 - (ii) require certified copies of all insurance policies and to accept or reject the Tenant's insurer(s).

6.6 Indemnity

The Tenant hereby indemnifies and saves harmless the Landlord and its successors and assigns from and against any and all losses, liabilities, damages, costs (including, without restriction, all legal and other professional costs on a solicitor and his own client full indemnity basis) and expense of any kind whatsoever which at any time or from time to time may be paid, incurred or asserted against the Landlord, whatsoever arising from or out of, directly or indirectly, the Tenant's use or occupancy of the Lands or occasioned wholly or in part by any act or omission of the Tenant, its agents, contractors, employees, sub-tenants, licensees, concessionaires or anyone permitted by the Tenant to be in or on the Lands. Without limiting the generality of the foregoing, this indemnity shall include those aforementioned costs which at any time or from time to time may be paid, incurred or asserted against the Landlord as a direct or indirect result of the presence on or under, or the escape seepage, leakage, spillage, discharge, emission or release by the Tenant, and those parties permitted to be upon the Lands by the Tenant (excluding the Landlord, its employees, agents, and contractors), of any Hazardous Substances, from the Lands either onto any lands (including the Lands), into the atmosphere or into any water. This indemnification shall survive the expiration of the Term and the termination of this Lease for whatever cause.

6.7 Hazardous Substances

The Tenant represents, covenants and warrants to and in favour of the Landlord that:

- (a) it shall not allow any Hazardous Substances to be placed, held, located or disposed of on, under or at the Lands without the prior written consent of the Landlord, which consent may be arbitrarily or unreasonably withheld;
- (b) it shall not allow the Lands to be utilized in any manner in contravention of any applicable laws intended to protect the environment, including without limitation, laws respecting the use, storage, handling, disposal and emission of Hazardous Substances;
- (c) to the extent that Hazardous Substances are, with the Landlord's consent, placed, held, located or disposed of on, under or at the Lands in accordance with the terms hereof, the Tenant shall:
 - A. comply with, or cause to be complied with, all applicable laws and regulations relating to the use, storage, handling and disposal of the Hazardous Substances (including, without restriction, compliance with WHMIS program recommendations),
 - B. at the request of the Landlord, provide evidence to the Landlord of compliance with all such requirements, such evidence to include inspection reports and such tests as the Landlord may reasonably require, all at the expense of the Landlord.

ARTICLE 7 – REPAIRS

7.1 Maintenance and Repair

The Tenant covenants to keep the Lands tidy and in substantially the same condition as existed as of the commencement of this Lease as determined by the Landlord acting reasonably including, without restriction, promptly attending to the following:

- (a) maintaining the Lands, as well as any improvements, equipment, machinery, or other property of the Tenant placed upon the Lands, in a safe condition capable of use by the Tenant;

- (b) routine yard maintenance and weed control so as to comply with all applicable laws and otherwise not constitute a nuisance; and
- (c) all snow removal, field maintenance and cleaning required with respect to the use and occupation of the Lands.

Notwithstanding any of the foregoing, the Tenant shall not be responsible for the reconstruction of damaged or destroyed improvements owned by the Landlord, but only if the Tenant is not the cause of the aforesaid damage or destruction.

ARTICLE 8 – LICENSES, ASSIGNMENTS AND SUBLETTINGS

8.1 Licenses, Assignments and Subletting

The Tenant shall not transfer, assign, license or sublet this Lease, the Lands, or any portions thereof, nor mortgage, pledge, or in any way encumber this Lease, without the prior written consent of the Landlord, which may be unreasonably withheld.

ARTICLE 9 – LIABILITIES

9.1 Theft

The Landlord shall not be liable for the theft of any property at any time upon the Lands.

9.2 Damage or Injury

The Landlord shall not be liable for any injuries or death, or any losses or damages whatsoever, caused to any individual or property while on or within the Lands as a result of, or in any way arising out of, the occupation or use of the Lands by the Tenant pursuant to this Lease.

ARTICLE 10 – TENANT'S DEFAULT

10.1 Default

Notwithstanding anything contained herein to the contrary, if the Tenant fails to perform any of its obligations under this Lease as and when required, and such default continues for a period of seven (7) days after written notice from the Landlord of such default, then the Landlord may, at its option, re-enter and take possession of the Lands with or without terminating this Lease.

10.2 Remedies Upon Default

Upon the occurrence of the event of default, as defined within Section 10.1 of this Lease, at the Landlord's option, the Term shall become forfeited and void, and the Landlord may without notice or any form of legal process whatsoever forthwith re-enter upon the Lands, or any part thereof, in the name of the whole and repossess and enjoy the same as its former estate, anything contained in any statute or law to the contrary notwithstanding. No re-entry or taking possession of the Lands shall be construed as an election on the part of Tenant to terminate this Lease unless at the time of or subsequent to such re-entry or taking of possession written notice of such termination has been given to the Tenant.

10.3 Additional Remedies

The rights and remedies of the Landlord pursuant to Section 10.1 and 10.2 of this Lease are in addition to the rights and remedies of the Landlord at law, equity, or as otherwise contained within this Lease. The forfeiture of this Lease by the Tenant shall be wholly without prejudice to the right of the Landlord to recover damages for any antecedent breach of covenant on the part of the Tenant.

10.4 Right to Perform

All covenants, terms and conditions to be performed by the Tenant under any of the provisions of this Lease shall be performed by the Tenant, at the Tenant's sole cost and expense. If the Tenant shall fail to perform any act on its part to be performed under this Lease, and such default shall continue for seven (7) days after notice thereof from the Landlord, the Landlord may (but shall not be obligated so to do) perform such act without waiving or releasing the Tenant from any of its obligations relative thereto. The Tenant shall pay to the Landlord on demand for all costs incurred by the Landlord in performing such act, from the date each such payment was made or each such cost was incurred by the Landlord, until paid in full.

10.5 Waiver

The waiver by the Landlord of a breach of a term, covenant or condition herein contained will not be deemed to be a waiver of a subsequent breach of the same or another term, covenant or condition herein contained. No covenant, term or condition of this Lease will be deemed to have been waived by the Landlord unless the waiver is in writing signed by the Landlord.

ARTICLE 11 – GENERAL PROVISIONS

11.1 Quiet Enjoyment

By paying the Rent and other charges or expenses required to be paid by the Tenant under this Lease, and by duly performing all of the Tenant's other obligations under this Lease, the Tenant shall be entitled to peaceably enjoy and possess the Lands for the Term without any interruption or disturbance from the Landlord, or any person, firm or corporation lawfully claiming through the Landlord; provided always that nothing contained within this Section shall limit the rights of access granted to the Landlord. The Tenant will not oppose and will cooperate with the Landlord (including, without restriction, executing any documents or consents required by the Landlord) in connection with any subdivision, rezoning, development permit or building permit application which the Landlord may wish to make at any time after the Commencement Date. The Tenant shall be subject to any and all new easements or rights of way granted by the Landlord after the Commencement Date without further compensation or consideration owed to the Tenant.

11.2 Access

The Tenant covenants that the Landlord, or its employees or agents, may enter upon the Lands and the Lands at any time during normal business hours for the purposes of inspecting the condition of the Lands, confirming the performance of the Tenant's obligations under this Lease, and otherwise conducting non-destructive investigative work relative to the Landlord's intended use of the Lands.

11.3 Lease Entire Agreement

It is hereby understood and agreed by and between the parties that the terms and conditions set forth herein, together with the terms and conditions set forth in the rules and regulations and any schedules and plans annexed hereto, embrace all of the terms and conditions of this Lease entered into by the Landlord and the Tenant and supersede and take the place of any and all previous agreements or representations of any kind, written, oral or implied heretofore made by anyone in reference to the Lands. If any provision of this Lease is illegal or unenforceable it shall be considered separate and severable from the remaining provisions of this Lease, and the remaining provisions shall remain in force and be binding as though the said illegal or unenforceable provisions had never been included. The schedules shall form part of this Lease.

11.4 Amendment to Lease

No amendment to or waiver of any provision of this Lease or any consent required or permitted hereunder shall be deemed or taken as made or given unless such amendment, waiver or consent is in writing and signed under the corporate seal of the Landlord.

11.5 Governing Law

This Agreement shall be governed in accordance with the laws of the Province of Alberta and the parties hereto agree to submit to such jurisdiction.

11.6 Notices

Any notice, demand, request, consent or other instrument required or permitted to be given under this Lease (the "Notice") shall be in writing and shall be given and deemed to have been received as provided in this Section, and shall be addressed as follows:

- (a) to the Landlord as follows: Municipal District of Pincher Creek No. 9
1037 Herron Avenue
P.O. Box 279
Pincher Creek, AB T0K 1W0
Facsimile: (403) 627-5070
Attention: Wendy Kay, Chief Administrative Officer

- (b) to the Tenant as follows: Pincher Creek Emergency Services Commission
P.O. Box 1086
Pincher Creek, AB T0K 1W0
Facsimile: (403) 627-5070
Attention: Dave Cox, Chief of Emergency Services

or such other address as either party may appoint for all future Notices by notice in writing.

Any Notice must be delivered by: personal service, facsimile, mailed in Canada by prepaid registered post, or sent by prepaid courier. A Notice shall be deemed to have been received by the party to whom the Notice is addressed upon the same date as sending the Notice by delivery, facsimile, or prepaid courier, or on that day which is five (5) business days following the date that the Notice was mailed if sent by prepaid registered mail. If at the time of mailing there is an actual or apprehended interruption in mail service by labour dispute or otherwise, force majeure or other cause, then all Notices shall be delivered or sent by facsimile or prepaid courier.

11.7 Time of the Essence

Time shall be of the essence throughout this Lease.

11.8 Binding Effect

This Lease shall enure to the benefit of, and be binding upon, the Tenant and its respective heirs, executors, administrators permitted successors and permitted assigns, as well as the Landlord and its successors and assigns. Where the Tenant is more than one person/entity/corporation, all persons/entities/corporations designated as being part of the Tenant shall be jointly and severally bound by the terms, covenants and agreements contained in the Lease.

11.9 Independent Legal Advice

The parties hereby acknowledge and confirm that each was advised by the other to obtain independent legal or other professional advice, and that each has had an opportunity to read, review and understand the nature and effect of the provisions of this Lease prior by executing this Lease. Each hereby confirms that it has had the opportunity to seek independent legal or professional advice prior to executing this Lease and has either:

- (a) obtained such legal or other professional advice; or

- (b) waived the right to obtain such independent legal or other professional advice.

IN WITNESS WHEREOF the parties hereto have executed this Lease as of the date first above written above.

MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9

Per: _____
Chief Elected Official

Per: _____ (c/s)
Chief Administrative Officer

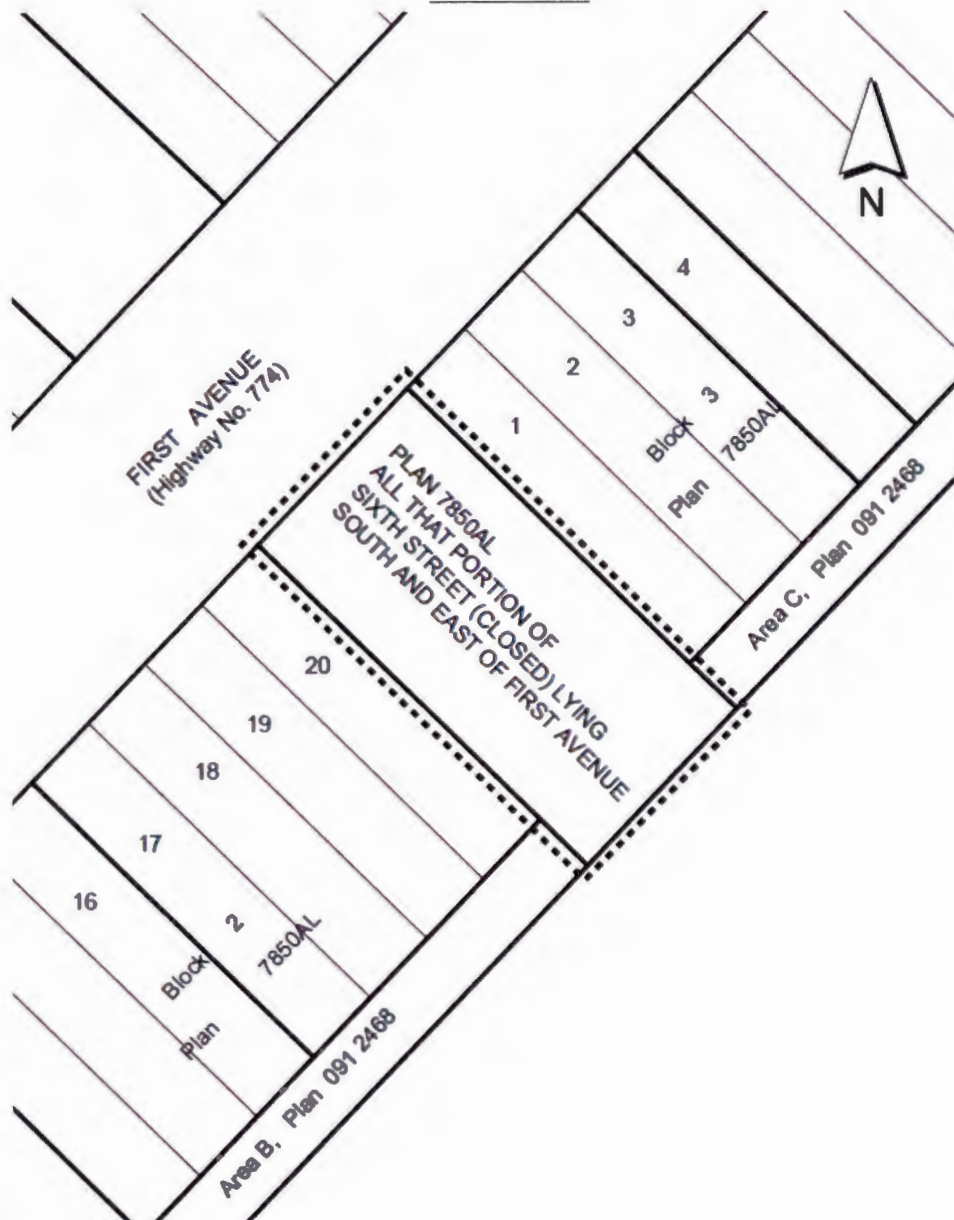
PINCHER CREEK EMERGENCY SERVICES COMMISSION

Per: _____
Board Chairman

Per: _____ (c/s)
Chief of Emergency Services

SCHEDULE "A"

THE LANDS



PLAN 7850AL
ALL THAT PORTION OF SIXTH STREET (CLOSED) LYING SOUTH AND EAST OF FIRST AVENUE
EXCEPTING THEREOUT ALL MINES AND MINERALS

MUNICIPAL DISTRICT OF PINCHER CREEK

January 17, 2018

TO: Reeve and Council

FROM: Wendy Kay, Chief Administrative Officer

SUBJECT: Governance Model Alternatives – Mr. George Cuff

1.0 Origin

A request received from Councillor Yagos to obtain information on services that could be provided by George B. Cuff & Associates Ltd.

2.0 Background

At Council’s meeting held on Tuesday, January 9, 2018, it was suggested that perhaps the services of Mr. Cuff would be valuable to Council.

Councillor Yagos has requested information be obtained as to the services Mr. Cuff could provide. Attached are three options Mr. Cuff has provided, complete with timelines to complete, as well as costs associated with each option.

Also included with this report is the information provided on the first page of George B. Cuff & Associates Ltd. website, as well as Mr. Cuff’s biography.

Mr. Cuff has indicated that he would be available the week of February 12 – 16, 2018, to undertake either Option One or Option Two. Option Two would also include a Council workshop as described in Option One.

If Council feels February 12 – 16, 2018, is not appropriate, the next earliest available time would be mid to late March.

3.0 Comment

Council discussion and direction is requested.

Respectfully submitted,



Wendy Kay

Attachments

Governance Model Alternatives

Introduction

Based on my limited understanding of your circumstances, I am not presuming to know what services of mine (if any) might be most helpful. Your organization may wish to have some sort of review process conducted. The scope of such a review will determine the costs and the timing.

There are several options including a comprehensive Corporate Review which this firm has declined to conduct (largely due to other time commitments) (albeit I am pleased to refer you to another competent consultant). This would be the most extensive and expensive option. The terms of reference for such a review can be found on my website (www.georgecuff.com) but ironically it would have to be referred to another firm to whom I would refer if you are interested in that course.

It could be that a more focused and limited terms of reference (i.e. a Governance Audit) which seeks to examine the key functions and working relationships may be all that is required to enable the Council and management to move forward. Or you may prefer to engage in a 1-2 day seminar on “good governance”. Depending on the circumstances facing your organization, any of these options or a combination thereof might be of help.

Option One: One-Two Day Seminar

It is unlikely that a seminar on how the governance/administrative system ought to function will resolve any key systemic issues although it would likely serve to bring these into greater focus. What such a seminar may do is illuminate the areas in which your system is struggling (if it is) and provide more focus to how you move forward. This option would be centred on an afternoon/evening session(s) followed by a half day seminar the next day (for a combined teaching time of approximately 8 hours). All of the key areas of governance and senior management functions would be covered and there would obviously time for questions at each segment. Based on my standard billing rates which includes the preparation and travelling time, the costs for this Governance Seminar would be **\$8500-10,000 plus expenses at cost.**

Option Two: Governance Audit

A Governance Audit is simply a more streamlined way of ensuring a reasonably in-depth understanding of your issues and a time-sensitive manner of providing the

Governance Model Alternatives

Council with a high level set of recommendations on how to improve/correct the system. We could conduct this audit over the course of 3-4 days and ensure that there is a written report of all the key findings and recommendations within 7-10 days following our time on site.

I would utilize one of my seasoned and senior Associates in the interviews in order to hear a second opinion and be able to interview a broader range of people.

Terms of Reference for a Governance Audit:

The terms of reference for this Governance Audit would include:

- *Conduct an opening two hour seminar on Good Governance at the conclusion of our work in your offices on Day One*
- *Develop an appreciation of the issues that are currently faced by the Council and senior administration; determine whether these issues pertain to Council direction, policies, legislative practices or the current governance model or to the responsiveness to this Council by your senior administration*
- *Review the approach to governance by the Council and whether or not the decision-making process enables the Council to feel confident about the decisions being made*
- *Survey individual Council members (and the CAO & senior management/executive) to determine their sense of how the organization is currently doing in terms of its effectiveness/efficiency/responsiveness*
- *Identify, as a result of two days of confidential interviews and our brief, confidential pre-survey of Council members and senior administration and other documentation forwarded to us, the current Council and managerial practices and assess how well these practices are serving the needs of the organization*
- *Identify what significant roadblocks currently exist in the legislative organization*
- *Conduct a closing workshop session with all members of the Council which summarizes:*
 - *our findings and advice on the key issues brought to our attention*

Governance Model Alternatives

- *our findings relative to what is currently the state of affairs (i.e. governance and administration) and what key steps might provide the Council and CAO with an enhanced sense of “well-being” e.g. the current governance model, the role of the Council, communication practices, organizational health*
- *our observations on what changes to your practices (and perhaps policies) that we feel might add to the sense of organizational effectiveness and health*
- *provide an in camera session with Council at the conclusion of our presentation.*
- *Provide practical and useful recommendations (in a written Report) on all such matters and any additional areas of concern that come to the attention of the consultant during the course of this focused engagement.*

Based on my standard billing rates which includes the preparation time, my fee for a Governance Audit would be approximately **\$40,000 plus expenses at cost**. (If you are interested, I would provide you with an upset cost in advance but would likely be in this range).

Option Three: Governance/Corporate Review

This is the most extensive option of these three and thus the alternative with the greatest likelihood of a lasting impact. It will take more time (likely 60-75 days) and require the active participation of the Council and the CAO, including at least one round of full interviews (i.e. about 1.5 hours each)(as contrasted with the 30 minutes each in a Governance Audit).

Terms of Reference of a Governance Review

Suggested terms of reference for such a Review follow:

- *develop an understanding of the issues and concerns of the present Council and its key priorities*
- *assess Council’s governance objectives relative to how it would like to move the organization forward in a way that is consistent with the aims of this Council*

Governance Model Alternatives

- *identify those areas which are felt to be strengths of the present day system and how these might best be retained/enhanced*
- *review the Council's governance principles and assess how well the current model of governance helps the Council achieve its governance objectives in accordance with these principles*
- *review the current governance/administrative situation and examine existing governance/management styles and processes; review how the powers and responsibilities of the Chair and Directors are currently being discharged*
- *review the reporting relationships, roles and responsibilities of the CAO and senior management and recommend ways by which these might be improved now and function best in the future; examine the CAO's management style and reporting relationship to this Council and offer our assessment as to how that might be improved*
- *examine the present legislative decision-making processes, including the mandates, reporting procedures, functional guidelines and future need of standing committees and/or committee of the whole; identify how the Council can best fulfil its governance obligations and expectations*
- *review and assess current practices for preparing Council information, advising the Council, conducting meetings, following up on Council decisions*
- *recommend the most appropriate governance model*
- *and provide practical and useful recommendations on all matters covered by the terms of reference and any additional areas of concern which come to the attention of the consultant during the course of this engagement.*

It is my belief based on considerable experience that the fee for a comprehensive review would likely be in the range of **\$60,000 plus expenses at cost.** These expenses would include air travel, lodging, meals, and any other incidental charges related to such a study.

These are some of the options and thus open to discussion. I would be prepared to discuss this with you further at your convenience.

Governance Model Alternatives

With best wishes,

George B. Cuff, FCMC
President

George B. Cuff & Associates Ltd.



Established in 1984, the firm of George B. Cuff & Associates consists of a wide variety of seasoned professionals who offer their services on a per diem basis. As a result of this approach, and as President of the firm, George Cuff is able to assemble the best minds in a particular field. This can be done on short notice for significant engagements.

His firm provides a variety of specialized consulting services to mostly public sector clients principally in the areas of:

- board and council governance
- governance reviews
- trouble-shooting
- staff and elected official training
- special projects.

Biographical Sketch: George B. Cuff, FCMC

George Cuff has a Canada-wide reputation amongst municipalities, crown agencies and other public sector bodies as an advisor, consultant and author on the art and principles of governance and the elements of effective organizations. His background includes a Bachelor of Arts (Recreation Administration)(with distinction) degree from the University of Alberta and work experience in banking, oil and gas, recreation administration, environmental protection, local government and the private sector. He has been involved in various aspects of local government since his days as a youth advisor and playground leader in 1970 for the City of Edmonton. He has since applied his academic and experiential observations to his role as advisor to numerous small and large public sector organizations across Canada.

George barely got through high school having found sports and girls a distraction from his studies. As a result, he did not go directly to University but began work as an accountant with the Royal Bank and then after a couple of years there, he moved on to an oil and gas company where he continued his frustration as an accounting clerk. Seeing the initials behind the name of his boss spurred George to consider University and after a year at Concordia College (1969-70) (required by the U of A) he entered the Faculty of Physical Education and Recreation (1970-74) where he thoroughly enjoyed his learning and his new colleagues and teachers. Some of the latter have remained lifelong friends including former Recreation Department Chair Professor Al Affleck who was like a father to George and whose eulogy George was honored to deliver at Al's recent passing.

George began his full-time work as a consultant (1976) with the then Alberta Department of Recreation, Parks and Wildlife as an advisor to recreation boards and local governments. He was later retained (1979) as a consultant with the then firm of Woods Gordon in its Edmonton office (now Ernst & Young) where his consulting focusing on organizational studies and executive recruitment. George subsequently set up his own firm of George B. Cuff & Associates Ltd. (1984) and since then has focused on providing advice and counsel to rural and urban governments, provincial departments and agencies and other groups involved in some aspect of governance and public service. His work has become more focused over time on the art of governance and the elements that help organizations become more effective.

On larger assignments and as the need dictates, George utilizes a wide variety of seasoned professionals who offer their services through George on a per diem basis. As

a result of this approach, George is able to assemble the best minds in a particular field on short notice for significant engagements.

George has published over 350 articles as well as six books on local government. He has three "how to" books (Cuff's Guide Volumes One and Two as well as his latest "Executive Policy Governance" which was published in 2014. He also has three books of articles in an "Off the Cuff" series published by Municipal World www.municipalworld.com.

George brings to bear the perspective of one who has worked within organizations on an administrative level and one who has helped in a leadership capacity. He served four terms as Mayor of Spruce Grove, Alberta having been first elected in 1977. In addition to having chaired numerous boards and committees, George is also a Past President of the Alberta Urban Municipalities Association (1982-83) and the Federation of Canadian Municipalities (1988-89). He has subsequently received the Award of Excellence from both of those organizations. George was also recognized as one of Alberta's contributing citizens by being awarded the Centennial Medal marking Alberta's 100th year of incorporation (2005). He was honoured by his profession in 2007 when he was awarded the designation (FCMC) as a Fellow of the Canadian Management Consultants Association. George was honoured in 2014 to receive the University of Alberta "Alumni Honour Award" for his contribution to his profession and to his community.

On a personal level, George is married to Arliss and they are the proud parents of three daughters (Jill, Michele and Heather) and granny and grampy to six grandchildren. Both George and Arliss are very active in their local church (Parkland Baptist) in Spruce Grove and supportive of a ministry in Romania. The proceeds of George's writing go towards supporting a children's camp and church communities in northwestern Romania.

George continues (2015) to consult to a wide variety of organizations and enjoys the opportunity to add value by his forthright style of reviewing, reporting and advising. In addition to his organizational reviews, he speaks to about 20-30 groups every year and will likely continue to do so as long as his phone/e-mail still receives requests.

January 5, 2018 to January 18, 2018

DISCUSSION:

- January 9, 2018 Committee Meeting
- January 9, 2018 Regular Council

UPCOMING:

- January 23, 2018 Committee Meeting
- January 23, 2018 Regular Council
- January 26, 2018 Foothills Little Bow
- February 6, 2018 Orientation – Planning
- February 6, 2018 Wind Energy Bylaw Review
- February 6, 2018 Subdivision Authority
- February 6, 2018 Municipal Planning Commission
- February 8, 2018 Emerging Trends
- February 13, 2018 Committee Meeting
- February 13, 2018 Regular Council
- February 27, 2018 Committee Meeting
- February 27, 2018 Regular Council

OTHER

RECOMMENDATION:

That Council receive for information, the Chief Administrative Officer's report for the period of January 5, 2018 to January 18, 2018.

Prepared by: CAO, Wendy Kay Date: January 18, 2018

Presented to: Council Date: January 23, 2018

Administration Call Log

	Division	Location	Concern / Request	Assigned To	Action Taken	Request Date	Completion Date
76	3	NW 13-05-01-W5	Inquiring regarding permits for outdoor storage.	Roland	In discussions. Letter being sent to property owner. Registered letter was sent to the landowner. Received a letter from the landowner on February 14, 2017 with some enquiries. In the process of responding to the landowner's enquiries. September 7, 2017 Landowner has contacted the office to inform us that he is actively removing debris and will continue to clean the site further. Had a meeting with the landowner regarding the storage issue. Landowner has agreed to start clean-up on the site. A plan to monitor and confirm clean-up is being prepared.	November 17, 2016	
79	2	NW 35-05-30-W5	Industrial use of building. Blowing Materials	Roland	An email was sent to the President of the company that is utilizing the building, enquiring as to the current use.	May 19, 2017	
82	1		Request from Reeve Stevick for Leo to call Mr. Bruns about water release from the Cridland Dam.	Leo	Explained the requirements to release water and Dam Operations.	November 24, 2017	
83							
84							
85							

Mike & Lynn Lievers

Jan 15, 2018

Municipal District of Pincher Creek No.9
MD Counselors
Box 279 1037 Herron Ave
Pincher Creek, AB
T0K 1W0

Dear Honored Counselors,

In previous conversations we have inquired at the possibility of the MD building a snow fence on the west side of RR 29-0, as this road is on the designated school bus route. The result of those conversations, was that the MD would not be putting up such a structure.

But, as we felt that the fence would be a huge asset, not just to ourselves, but to others who require access to the area, and being most concerned about potential travel of emergency vehicles, we undertook the construction of a snow fence ourselves in the fall of 2017. (Please see the attached photos).

The fencing costs were ours, as well as the labour. We are now submitting this email with the hope that the MD might see fit to reimburse us for a portion of those costs that are as follows:

- | | |
|---------------------|-----------|
| - 2x6x16 rough cuts | \$602.25 |
| - 1x6x6 slabs | \$2160.00 |
| - 53 posts | \$774.10 |

The posts were vibrated in 3.5 feet with 5 feet exposed, and 7 feet high. The fence is approximately 425 feet long incorporating the majority of the Range Road.

We appreciate your time and attention to this matter and wish you a successful term as counselors.

Respectfully,

Lynn Lievers

Lynn Lievers







3105 - 16th Avenue North
Lethbridge, Alberta T1H 5E8

Phone: (403) 329-1344
Toll-Free: 1-844-279-8760
E-mail: subdivision@orrsc.com
Website: www.orrsc.com

NOTICE OF APPLICATION FOR SUBDIVISION OF LAND

DATE: January 18, 2018

Date of Receipt: January 5, 2018
Date of Completeness: January 16, 2018

TO: Landowner: Village of Cowley
Agent or Surveyor: David J. Amantea, A.L.S.

Referral Agencies: Village of Cowley, Warren Mickels, M.D. of Pincher Creek No. 9, Gavin Scott - Senior Planner, Livingstone School Division, TELUS, FortisAlberta, AltaLink, ATCO Gas, ATCO Pipelines, AB Health Services, AB Transportation, AB Environment & Parks - K. Murphy, AER, CPR

Adjacent Landowners: Antonio Giacchetta, Higginbotham Trucking Ltd., Lundbreck Developments Ltd., Marjorie Gelderloos, WC Ranching Ltd.

Planning Advisor: Mike Burla 

The Oldman River Regional Services Commission (ORRSC) is in receipt of the following subdivision application which is being processed on behalf of the Village of Cowley. This letter serves as the formal notice that the submitted application has been determined to be complete for the purpose of processing.

In accordance with the Subdivision and Development Regulation, if you wish to make comments respecting the proposed subdivision, please submit them via email, fax or mail no later than **February 6, 2018**. (Please quote our File No. **2018-0-008** in any correspondence with this office).

File No: 2018-0-008

Legal Description: Lot 4, Block 3, Plan 7911268 within NW1/4 15-7-1-W5M

Municipality: Village of Cowley

Land Designation: Direct Control - DC
(Zoning)

Existing Use: Direct Control

Proposed Use: Direct Control

of Lots Created: 1

Certificate of Title: 801 030 648

Proposal: To subdivide an existing 25.7 acre parcel to create a 3.50 acre parcel and a 22.20 acre residual title.

Planner's Preliminary Comments:

This proposal would subdivide an existing 25.7 acre parcel to create a 3.50 acre parcel and a 22.20 acre residual title. The land is presently owned by the Village of Cowley and is to be subdivided with the 3.5 acre parcel being sold a third party.

A service road, which runs parallel to the northerly limits of Highway 3 was dedicated by plan in 1989. However, Alberta Transportation will be referred this proposal to determine if any additional access requirements will be necessary from that department.

The Subdivision Authority is requested to consider the following when rendering a decision on this application:

- 1) Payment of any outstanding property taxes to the Village of Cowley.
- 2) Provision of a development agreement with Village of Cowley.
- 3) Pertinent comments and information provided by adjacent landowners and by referral agencies and the M.D. of Pincher Creek.
- 4) Provision of money in place of land for Municipal Reserve purposes if desirable.

RESERVE:

Municipal Reserve is applicable and may be taken in cash on the 3.50 acres of land

If you wish to make a presentation at the subdivision authority meeting, please notify the Village of Cowley Municipal Administrator as soon as possible.

Submissions received become part of the subdivision file which is available to the applicant and will be considered by the subdivision authority at a public meeting.



FOR OFFICE USE ONLY	
Zoning (as classified under the Land Use Bylaw):	
Fee Submitted: \$1025.00	File No: 2018-0-008
APPLICATION SUBMISSION	
Date of Receipt: January 5, 2018	Accepted By:
Date Deemed Complete: January 16, 2018	Accepted By: (Signature)

**APPLICATION FOR SUBDIVISION
URBAN MUNICIPALITY**

1. CONTACT INFORMATION

Name of Registered Owner of Land to be Subdivided: Village of Cowley

Mailing Address: Box 40 Cowley AB Postal Code: T0K 0P0

Telephone: 403-628-3808 Cell: _____ Fax: _____

Email: vilocow@shaw.ca Preferred Method of Correspondence: Email Mail

Name of Agent (Person Authorized to act on behalf of Registered Owner): David J. Amantea, ALS

Mailing Address: _____ Postal Code: _____

Telephone: _____ Cell: _____ Fax: _____

Email: _____ Preferred Method of Correspondence: Email Mail

Name of Surveyor: David J. Amantea, ALS brown okamura & associates ltd.

Mailing Address: Box 655 Lethbridge AB Postal Code: T1J 3Z4

Telephone: 403-329-4688 ex. 29 Cell: 403-382-0328 Fax: 403-320-9144

Email: _____ Preferred Method of Correspondence: Email Mail

2. LEGAL DESCRIPTION OF LAND TO BE SUBDIVIDED

a. All/part of the NW ¼ Section 15 Township 7 Range 1 West of 5 Meridian (e.g. SE¼ 36-1-36-W4M)

b. Being all/part of: Lot/Unit 4 Block 3 Plan 7911268

c. Total area of existing parcel of land (prior to subdivision) is: 10.4 hectares 25.7 acres

d. Total number of lots to be created: 1 Size of Lot(s): 1.42 Ha (3.50 Ac)

e. Municipal/Civic Address (if applicable): _____

f. Certificate of Title No.(s): 801 030 648

3. LOCATION OF LAND TO BE SUBDIVIDED

a. The land is located in the municipality of Village of Cowley

b. Is the land situated immediately adjacent to the municipal boundary? Yes No
If "yes", the adjoining municipality is M.D. of Pincher Creek

c. Is the land situated within 1.6 kilometres (1 mile) of the right-of-way of a highway? Yes No
If "yes" the highway is No. _____

d. Does the proposed parcel contain or is it bounded by a river, stream, lake or other body of water, or by a canal or drainage ditch? Yes No
If "yes", state its name _____

e. Is the proposed parcel within 1.5 kilometres (0.93 miles) of a sour gas facility? Yes No

4. EXISTING AND PROPOSED USE OF LAND TO BE SUBDIVIDED

Describe:

- a. Existing use of the land Vacant Land
- b. Proposed use of the land _____

5. PHYSICAL CHARACTERISTICS OF LAND TO BE SUBDIVIDED

- a. Describe the nature of the topography of the land (flat, rolling, steep, mixed) Flat
- b. Describe the nature of the vegetation and water on the land (brush, shrubs, tree stands, woodlots, sloughs, creeks, etc.)
Grass
- c. Describe the kind of soil on the land (sandy, loam, clay, etc.) Unknown
- d. Is this a vacant parcel (void of any buildings or structures)? Yes No
If "no", describe all buildings and any structures on the land. Indicate whether any are to be demolished or moved.

- e. Are there any active oil or gas wells or pipelines on the land? Yes No
- f. Are there any abandoned oil or gas wells or pipelines on the land? Yes No

6. WATER SERVICES

- a. Existing source of water Municipal Other
If other, describe existing source of potable water _____
- b. Proposed source of water Municipal Other
If other, describe proposed source of potable water _____

7. SEWER SERVICES

- a. Existing sewage disposal Municipal Other
If other, describe existing sewage disposal _____
- b. Proposed sewage disposal Municipal Other
If other, describe proposed sewage disposal _____

8. REGISTERED OWNER OR PERSON ACTING ON THEIR BEHALF

I David J. Amantea, ALS (BOA File: 17-13945) hereby certify that

- I am the registered owner
- I am authorized to act on behalf of the register owner

and that the information given on this form is full and complete and is, to the best of my knowledge, a true statement of the facts relating to this application for subdivision approval.

Signed:  Date: Jan 4/18

9. RIGHT OF ENTRY

I _____ hereby authorize representatives of the Oldman River Regional Service Commission or the municipality to enter my land for the purpose of conducting a site inspection in connection with my application for subdivision.

This right is granted pursuant to Section 653(2) of the Municipal Government Act.

Signature of Registered Owner



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0016 936 742 7911268;3;4 801 030 648

LEGAL DESCRIPTION
PLAN 7911268
BLOCK 3
LOT 4
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME
AREA: 10.4 HECTARES (25.7 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;7;15;NW

MUNICIPALITY: VILLAGE OF COWLEY

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
801 030 648	29/02/1980			

OWNERS
THE VILLAGE OF COWLEY.
OF COWLEY
ALBERTA

ENCUMBRANCES, LIENS & INTERESTS		
REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
9001IX	21/05/1965	CAVEAT CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA AS REPRESENTED BY MINISTER OF HIGHWAYS
801 055 659	15/04/1980	EASEMENT "(S 100 FT OF LOT 3) (SUBJECT TO) IN FAVOUR OF LOT 3B-3719JK"

TOTAL INSTRUMENTS: 002

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 11 DAY OF
OCTOBER, 2017 AT 09:46 A.M.

ORDER NUMBER: 33860130

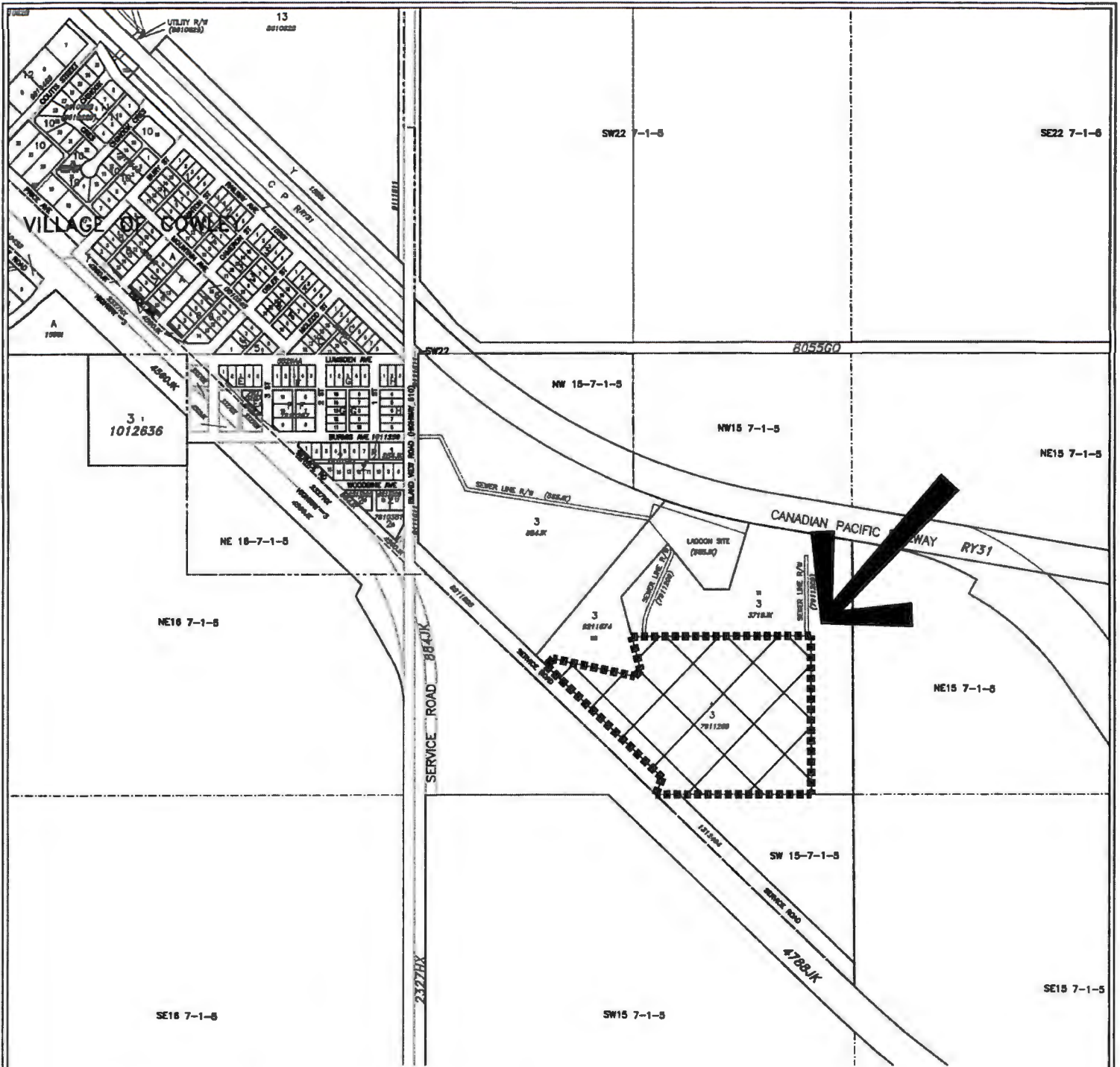
CUSTOMER FILE NUMBER:



END OF CERTIFICATE

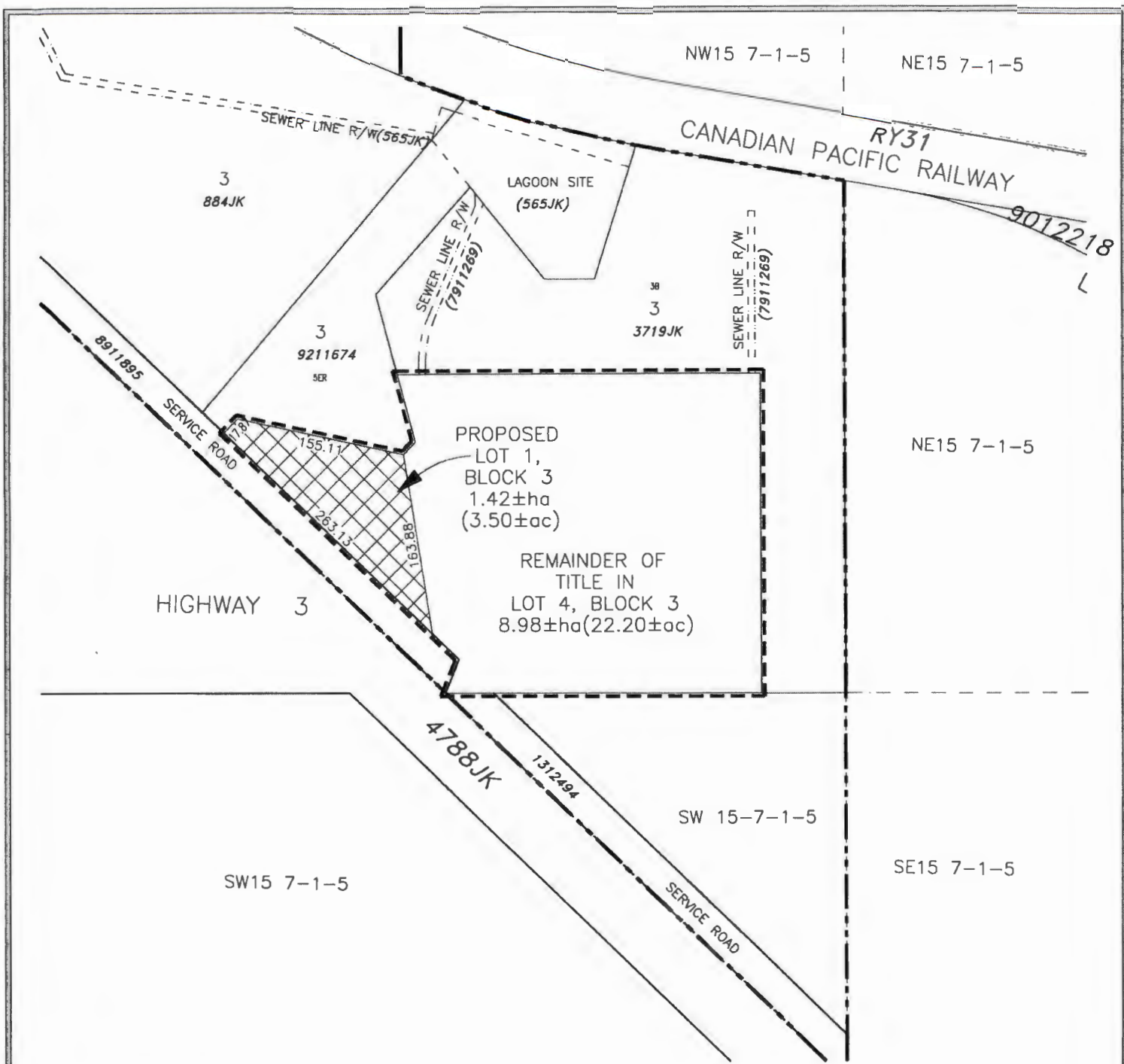
THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



SUBDIVISION LOCATION SKETCH
LOT 4, BLOCK 3, PLAN 7911268 WITHIN
NW 1/4 SEC 15, TWP 7, RGE 1, W 5 M
MUNICIPALITY: VILLAGE OF COWLEY
DATE: JANUARY 16, 2018
FILE No: 2018-0-008

MAP PREPARED BY
 OLDMAN RIVER REGIONAL SERVICES COMMISSION
 2100 8th AVENUE NORTH, LETHBRIDGE, AB T1M 0B2
 NOT RESPONSIBLE FOR ERRORS OR OMISSIONS



SUBDIVISION SKETCH

See tentative plan of subdivision by Brown Okamura & Associates Ltd. file no. 17-13945T

LOT 4, BLOCK 3, PLAN 7911268 WITHIN

NW 1/4 SEC 15, TWP 7, RGE 1, W 5 M

MUNICIPALITY: VILLAGE OF COWLEY

DATE: JANUARY 16, 2018

FILE No: 2018-0-008





SUBDIVISION SKETCH

See tentative plan of subdivision by Brown Okamura & Associates Ltd. file no. 17-13945T

LOT 4, BLOCK 3, PLAN 7911268 WITHIN

NW 1/4 SEC 15, TWP 7, RGE 1, W 5 M

MUNICIPALITY: VILLAGE OF COWLEY

DATE: JANUARY 16, 2018

FILE No: 2018-0-008



0 100 200 300 400
 January 16, 2018 N:\Subdivision\2018\2018-0-008.dwg



AERIAL PHOTO DATE: April 22, 2017

Council
Corresp-Fol Info

RECEIVED

JAN F2a

M.D. OF PINCHER CREEK



ALBERTA
MUNICIPAL AFFAIRS

Office of the Minister
MLA, Leduc-Beaumont

AR92055

December 19, 2017

Reeve Quinton Stevick
Municipal District of Pincher Creek
PO Box 279
Pincher Creek AB T0K 1W0

Dear Reeve Stevick,

The Government of Alberta is committed to working with municipalities to make life better for Albertans. By providing stable, predictable funding to our municipal partners, we continue to ensure you have the resources needed to meet your local infrastructure priorities and strengthen the communities you call home. Alberta is partnering with the Government of Canada to provide Gas Tax Fund (GTF) funding to assist with building strong, safe, and resilient communities.

I am pleased to accept the following qualifying projects submitted by your municipality under the GTF program.

Project #	Project Name	GTF Funding
712030	Hochstein Bridge Upgrade (Bridge File 1077)	\$120,000
712075	Burmis Lake Bridge Upgrade (Bridge File 6906)	\$100,000

The provincial government appreciates opportunities to celebrate your GTF funded projects with you, so please send invitations for these milestone events to my office. If you would like to discuss possible project recognition events and activities, as outlined in the program guidelines, contact Municipal Affairs Communications, toll-free at 310-0000, then 780-427-8862, or at ma.gtfgrants@gov.ab.ca.

I look forward to working in partnership to strengthen Alberta's communities.

Sincerely,

Hon. Shaye Anderson
Minister of Municipal Affairs

cc: Wendy Kay, Chief Administrative Officer, Municipal District of Pincher Creek

Council
Corresp-Fol Info

RECEIVED

JAN - 2018

M.D. OF PINCHER CREEK



ALBERTA
MUNICIPAL AFFAIRS

Office of the Minister
MLA, Leduc-Beaumont

AR92067A

January 2, 2018

Reeve Quinton Stevick
Municipal District of Pincher Creek
PO Box 279
Pincher Creek Alberta T0K 1W0

Dear Reeve Stevick,

The Alberta Government is committed to making the lives of Albertans better. By providing significant funding to our municipal partners through the Municipal Sustainability Initiative (MSI), we continue to assist municipalities in building strong, safe, and resilient communities while respecting local priorities.

I am pleased to accept the following eligible project submitted by your municipality under the MSI capital program.

CAP-9669	Loader Purchase	\$261,000
----------	-----------------	-----------

My ministry welcomes the opportunity to celebrate your MSI project milestones with you, so please send invitations for these events to my office. If you would like to discuss possible project recognition events and activities, as outlined in the program guidelines, please contact Municipal Affairs Communications, toll free at 310-0000, then 780-427-8862, or at ma.msicapitalgrants@gov.ab.ca.

As partners in supporting Alberta's communities, I look forward to working together to move your infrastructure priorities forward.

Sincerely,

Hon. Shaye Anderson
Minister of Municipal Affairs

cc: Wendy Kay, Chief Administrative Officer, Municipal District of Pincher Creek



ALBERTA
ENVIRONMENT AND PARKS

*Office of the Minister
MLA, Lethbridge-West*

JAN 15 2018

Ms. Wendy Kay, Chief Administrative Officer
Municipal District of Pincher Creek No. 9
PO Box 279
Pincher Creek AB T0K 1W0
info@mdpincercreek.ab.ca

Dear Ms. Kay:

Honourable Brian Mason, Minister of Transportation, also received a copy of your letter and "Castle Area Servicing Study" report, and has asked that I respond on behalf of the Government of Alberta. I appreciate the opportunity to provide the following information.

Thank you for taking the time to inform Environment and Parks of the report performed by MPE Engineering. Our government supports this project in providing destination tourism and recreation opportunities in the Castle area.

On November 22, 2017, Environment and Parks, and Transportation staff met with representatives from the Municipal District of Pincher Creek and MPE Engineering to discuss the design and implementation of the waterline. During the meeting, Environment and Parks staff suggested reducing the waterline's right-of-way size to reduce the fee calculation for a linear disposition.

Transportation has since confirmed that the waterline could be installed within the highway's right-of-way, which would streamline the project and reduce costs. Our department will continue to work directly with Transportation to identify additional funding opportunities, such as federal grants. In the meantime, Environment and Parks looks forward to continuing to work with the Municipal District of Pincher Creek and MPE Engineering.

I also encourage you to continue working with Mr. Mike Yakemchuk, Program Advisor with Transportation, to discuss possible funding options for this important water project. Mr. Yakemchuk can be reached in their Edmonton office at 780-644-3097 (dial 310-0000 for a toll-free connection), or at mike.yakemchuk@gov.ab.ca.

Thank you again for your letter and report. Supporting the diverse needs of our province's municipalities is essential to growing Alberta.

Sincerely,

A handwritten signature in black ink that reads "Phillips". The signature is written in a cursive, flowing style.

Shannon Phillips
Minister

cc: Honourable Brian Mason
Minister of Transportation

Keith Schenher
Transportation

Mike Yakemchuk
Transportation



P.O. BOX 279
PINCHER CREEK, ALBERTA
T0K 1W0
phone 403-627-3130 • fax 403-627-5070
email: info@mdpincercreek.ab.ca
www.mdpincercreek.ab.ca

September 20, 2017

Honourable Shannon Phillips
Minister of Environment and Parks
Office of the Minister
Environment and Parks
208 Legislature Building
10800 - 97 Avenue
Edmonton, AB T5K 2B6

and

Honourable Brian Mason
Minister of Infrastructure,
Minister of Transportation
Office of the Minister
320 Legislature Building
10800 - 97 Avenue
Edmonton, AB T5K 2B6

Dear Honourable Ministers:

Reference: Castle Area Servicing Study

Council at their meeting held Tuesday, August 22, 2017, received the Castle Areas Servicing Study, from MPE Engineering Ltd.

The Servicing Study reviewed the requirements of incremental increases to the Municipal District's Beaver Mines Water Servicing Project. Specifically, in relation to pipe and pump sizes, treatment plant, daily water demands and impacts on planned infrastructure, as well as identified a 2017 cost estimate, for servicing the Castle Area, including Castle Mountain Resort (CMR) and Castle Provincial Park (CPP, with treated water from the Cowley-Lundbreck Regional Water Treatment Plan.

Council has requested that Environment and Parks, and Infrastructure, be provided with a copy of the Study for consideration in their budget deliberations and for formal approval to the Municipal District. Please find a copy of the Servicing Study enclosed.

We look forward to working with the province on this project.

Yours truly,

A handwritten signature in cursive script, appearing to read "W. Kay".

Wendy Kay
Chief Administrative Officer

Enclosure

cc: Keith Schenher, Alberta Transportation (via email)
Mike Yakemchuk, Alberta Transportation (via email)

Beaver Mines Community Association Board Meeting
Saturday Nov. 18 – Notes (prepared by Breanne Bennett)

In Attendance:

BMCA: Pete Falkenberg, Linde Farley, Jeff McLarty, Stephanie McLarty, Jolaine Kelly, Breanne Bennett, Ken Fast, Mark Pinard, Rob Bronson, Bernie Bonertz, Bev Everts (MD Councillor)

Community: Bert & Marley Nyrose, Tyler Pereverziff

Absent: Annie Starzynski (RCMP), Lynn Calder, Bob Black, Pat Black, Mike Morley

A. Call to order

I. Meeting called to order at 10:00AM by Pete.

B. Approval of Agenda

I. Motion to adopt agenda by Jeff – Linde amended agenda to add fire hall with fire smart. (Motion: Jeff, Seconded by Linde.)

C. Approval of last meeting minutes

I. Amendment to previous meeting minutes (Motioned: Mark, Seconded: Ken)
i. Item #12 potential HRIA being considered.
ii. Item #9 – MD changed to EMS (MD has turned over responsibilities to EMS Commission)

D. Reports

1. Treasurers report (Email from Lynn)

- a. We received \$250 from Cowley landfill for historic markers
- b. We got approval for \$2000 from MD/Town Joint Council Funding for historical plaques and notice board – will receive in 2018 no later than February.
- c. We have ~\$3400 bank balance as of end October (does not include \$1200 for BBQ or other purchases authorized at Sept. meeting)
- d. Signing authorities have been completed by Breanne and Pete.
- e. Will get books audited and submitted to government before year end (Lynn absent – no update)
- f. Thank you letters sent to Landfill and MD for donations- From Breanne

E. Outstanding Business

1. Insurance

- a. MD extension (Jeff) - Jeff will write letter to clarify what insurance coverage is extended to the BMCA.
- b. Directors liability insurance (Linde) – Lynn completed the application for a quote (Capri Insurance), it will cost ~\$500-\$600. This will be put on hold until we get clarification on the MD extension of insurance.

2. Color swatches for water reservoir (Mike) – BMCA voted for color, all in favour for beige. This will be communicated to Mike for follow-up.
3. Line painting on tennis backboard (Mike) – Ongoing – likely to be completed in spring.
4. BBQ (Mike) - Mike said price on BBQ increased from \$900 to \$1200 this year, even on sale. After some discussion, agreed it's worth getting the same make as the other. Mark moved to increase budget from \$900 to \$1200 and buy BBQ. Motion carried. Mike to purchase and arrange delivery. Ongoing – Mike absent – BBQ will be purchased on sale.
5. Shopvac (Mike) - Breanne will purchase – Shop-vac currently on sale at the Co-op. (Motion: Linde, seconded: Ken)
6. Fish fry equipment (Stephanie) – Steph to purchase 2 pots w/ inserts, 2 burners, and utensils (tongs, spoons, mitts, etc.). Ongoing.
7. Fire hall (Linde) - Linde informed Dave Cox will speak to Beaver Mines community in the new year. Bev discussed EMS Commission report will be released early December – Bev will keep us informed. Alan Tappay (B.M. Fire Chief) to write letter to EMS Commission.
8. Fire Smart – Pamphlets brought for community. Dave Cox being requested to a meeting to determine next steps for Fire Smart grant/funding for Beaver Mines community. Discussion around Fire Smart for each individual land owner.
9. Fire hall & Firesmart – Two separate meetings are needed for further clarification. (Motioned: Pete, Seconded: Linde)
10. Beaver Mines development (Lynn). Letter to MD (Lynn) requesting area structure plan/municipal development plan. Letter approved and was submitted to MD for consideration at Nov 7 council meeting. Bylaw plan - 1998 brought by Bev and discussed. Bev informed BMCA, public consultation needs to be driven by the community. \$20,000 grant available for plan.
12. Water and Sewer – Bev discussed progress. Walk around has been completed by Arrow Archaeology, further assessments – historical research value (HRV) and historical research impact assessment (HRIA) may be required. Bev informed BMCA that wastewater grant has not been approved. Some concerns about the lagoon location include a Limber Pine and White Bark Pine recovery project and potential access concerns. Lagoon alternatives discussed – pipeline to Pincher Creek or pipeline to Cowley. Jeff

motioned to ask council to direct administration to re-evaluate other sewer options with a response requested in the next 60 days (Seconded: Linde).

13. Historical markers for miners' cabin foundations in park (Pete) – Jeff has access to a 100 year old history binder of Beaver Mines. Breanne will be looking into more grants to cover the costs , Jeff has applications for funding.

F. New Business

1. Updated “Who’s Who” Beaver Mines phone list- Jeff will update phone list and property map. (Motioned: Linde, Seconded: Steph). Jeff informed BMCA that there was an existing BMC website – Jeff will follow up.
2. MD meeting – Bev informed BMCA that only one councillor will be attending our community meetings.
3. Game Night- Steph proposed a game night twice a month to be held at the gazebo. To be organized by Steph (Motioned: Steph, Seconded: Ken)
4. Second Avenue concerns- Breanne discussed a recent breakin on second avenue. It came to our attention by the owner sending an email , Breanne will reply and follow up.
5. BMCA mailbox- Linde is looking into it.
6. Laneway- Bert proposed the BMCA present the purchase of the lane in “old” Beaver Mines to the MD - Breanne to draft two letters: first letter to be sent to the adjacent land owners about proposal; second letter to be sent to the MD of Pincher Creek (with community consent) to request the purchase of the lane by adjacent land owners. (Motioned: Ken, Seconded: Jolaine)

G. Call for adjournment

Jeff moved that meeting be adjourned
All in favour
Meeting Adjourned, 12:00PM

Action Items (transferred from above)

Pete

- 1) Possible rebuilding of miners' cabin in park (with Mike – no rush)
- 2) Contact Marie Everts declining Pincher Creek Events Calendar

Lynn

- 1) Get books audited and submitted to government before year end
- 2) Contact Farley Wuth (Kootenay Brown Museum) re content for historical markers in park

Jeff

- 1) Update on MD Insurance extension at next meeting
- 2) Update on community bylaws at next meeting
- 3) Update on letter to MD about Sewer and Water alternatives

Breanne

- 1) Draft letter to Beaver Mines homeowners with lane purchase proposal
- 2) Draft letter to MD from BMCA to present to council on purchase of lane
- 3) Application for grants – historical markers

Linde

- 1) Update on Directors Liability Insurance at next meeting
- 2) Update on Fire Smart & Fire hall presentation by Dave Cox for 1st Quarter 2018
- 3) Update from Alan Tapay

Stephanie

- 1) Purchase Fish Fry equipment

Mike

- 1) Purchase and arrange delivery of BBQ this Fall
- 2) Purchase Shop Vac on sale (no rush)
- 3) Follow up regarding colour swatches for reservoir (no rush)
- 4) Paint lines on tennis court backboard (spring)
- 5) Possible rebuilding of miners' cabin in park (with Pete – no rush)

Bev

- 1) Update BMCA on EMS Commission Report – to be published December 2017
- 2) Update BMCA on development plan
- 3) Contact RCMP – Annie about community presence (attending meetings, etc.)

Addition
New Business



TOWN OF PINCHER CREEK

962 St. John Ave. (BOX 159), PINCHER CREEK, AB. T0K 1W0

PHONE: 403-627-3156 FAX: 403-627-4784

e-mail: reception@pinchercreek.ca

web page: www.pinchercreek.ca



January 18, 2018

Municipal District of Pincher Creek No. 9
Box 279
Pincher Creek, AB, T0K 1W0

Attention: Reeve and Councillors

Re: Alberta Provincial Transportation Needs Assessment South Zone

In 2016-2017, the MARD Centre at the University of Alberta conducted a Provincial Transportation Needs Assessment. The overall goals were to: 1.) assess the transportation needs of seniors and persons with disabilities (PWD) in the province of Alberta, and 2) make the results available to communities throughout the province in order to help them understand and better address the transportation needs of seniors and PWD in their communities. The study used the 5 Provincial Health Zones as boundaries for each study area (North, Edmonton, Central, Calgary, and South). The findings in this report are from the interviews conducted with non-drivers and drivers 65 years of age and older. The findings from PWD interviews are presented in a separate report (see Alberta Provincial Transportation Needs Assessment – Persons with Disabilities: Rural and Urban Alberta). The **South Zone** report details methodology and the report framework is as follows: 1.) Demographics, 2.) Unmet Transportation Needs, 3.) Awareness and Use of Transportation Services, 4.) The Importance of 'Senior Friendly' Transportation Services and 5.) Summary

At the December 6, 2017 Committee of the Whole meeting of the Pincher Creek Town Council, it was agreed that the Medically-at-Risk Drivers Centre (MARD) would be invited to convene a video conference to review the Alberta Provincial Transportation Needs Assessment South Zone Report 2016/17. Further, it was recommended that representatives of Councils from the Municipal District of Pincher Creek, the Village of Cowley, Municipality of Crowsnest Pass, and the Town of Fort Macleod be invited to participate in the video conference.

The video conference will convene at 10:30 AM on Feb 7th.

We look forward to your reply and participation in this important review.

Sincerely,

David Green
Project Coordinator
Pincher Creek Transportation Committee